

Recording Requested By:

CITY OF COLTON

**When Recorded Mail Document
and Tax Statement To:**CITY OF COLTON
190 S. 10TH STREET
COLTON, CA 92324

ATTN: ENGINEERING DIVISION

Record without fee subject to Gov't Code
6103 and 27383Project: Santa Ana River
System No.:2-701
Parcel No.: RE-114
Dept. Code: 11600**TEMPORARY
CONSTRUCTION EASEMENT**D.P.: 2-701
APN: 0163-361-13 (ptn)
Date: March 22, 2023

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: Colton

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the **SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT**, a body corporate and politic, hereinafter referred to as "**Grantor**", does hereby **grant** to **CITY OF COLTON, A CALIFORNIA MUNICIPAL CORPORATION**, hereinafter referred to as "**Grantee**", an **exclusive temporary construction easement** (hereinafter this "easement" or "grant") for **Grantee's** use as a temporary construction yard. Said **easement** is located on a certain portion ("**Easement Property**") of **Grantor's** real property ("**Fee Property**") situated in the County of San Bernardino, State of California, and more particularly described in **Exhibit "C"**, Legal Description attached hereto and made a part hereof, which **Easement Property** is more particularly described in **Exhibit "A"**, Legal Description and shown on **Exhibit "B"**, Plat, attached hereto and made a part hereof.

The term of the easement described herein shall commence _____ upon
recording of this document, and expire twenty-four (24) months thereafter.

Mail Tax Statement As Directed Above

This easement is also subject to the following terms, conditions and restrictions:

1. The **Easement Property** shall only be used and occupied by **Grantee**, and its respective employees, agents, contractors and invitees as a temporary construction yard for its La Cadena Avenue Bridge Widening Project (“Project”) including the right to fence said **Easement Property**, and use said **Easement Property** for Project personnel, materials, equipment, machinery, vehicles, job trailer(s), tools and other appurtenances and uses necessary for said construction project work, and for no other purposes.
2. Prior to commencing any work on the Easement Property, including any grading, **Grantee** shall submit plans to **Grantor** for **Grantor’s** review and approval, with **Grantor** to issue to **Grantee** an encroachment permit if such plans are approved by **Grantor** in **Grantor’s** sole, reasonable discretion. Any encroachment permit requirements stated in the permit that are not stated herein will be in addition to the terms and conditions herein.
3. **Grantee** shall be responsible for securing and maintaining all necessary permits and approvals from other appropriate local, state and federal agencies for its use of the **Easement Property**, and **Grantee** shall comply with all applicable laws and regulations concerning its use of the **Easement Property**. **Grantor** shall cooperate, in good faith, with **Grantee** in obtaining any necessary permits and approvals.
4. **Grantee** shall at all times, and at its sole cost and expense, maintain the **Easement Property** in good condition and repair, and protect against oil, gasoline, fuel and chemical or toxic spills and toxic discharges of any nature. **Grantee** shall be responsible for any damage to or pollution of the **Easement Property**, including the actions, inactions and use of the **Easement Property** by **Grantee’s** respective employees, agents, contractors, subcontractors and invitees, and **Grantee** shall promptly repair to **Grantor’s** reasonable satisfaction all such damage at **Grantee’s** sole expense.
5. Any costs incurred by **Grantor** for **Grantor’s** use of the **Easement Property** or the **Fee Property**, including (but not limited to) any costs incurred by **Grantor** for the construction, reconstruction, maintenance, and use of any **Grantor** flood control improvements on the **Easement Property** or the **Fee Property** attributable to the presence of **Grantee’s** construction yard or the La Cadena Avenue Bridge Widening Project shall be borne by **Grantee**, at **Grantee’s** sole cost. Upon the termination of this temporary construction easement, **Grantee** shall restore the **Easement Property** and **Fee Property** to as good a condition as existed on the date the easement was signed by **Grantor**, or as specified in the permit issued pursuant to Paragraph 2. In the event this easement and the encroachment permit conflict, the encroachment permit will govern.
6. **Grantee** agrees to indemnify, defend (with counsel reasonably approved by **Grantor**) and hold harmless the **Grantor**, the County of San Bernardino, and their authorized officers, employees, agents and volunteers (“Indemnitees”) from any and all claims, actions, losses, damages, and/or liability arising out of this grant of easement from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by Indemnitees on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. The **Grantee’s** indemnification obligation applies to Indemnitees’ “active” as well as “passive” negligence but does not apply to the Indemnitees’ “sole negligence” or “willful misconduct” within the meaning of Civil Code Section 2782.

7. **Grantee** agrees to comply with the following insurance requirements: **Grantor** and **Grantee** are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability, and Worker's Compensation and warrant that through their respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this easement.

8. This **easement** shall be governed by the laws of the State of California.

9. 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.

10. 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. This Paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto and payable under Paragraph 6.

11. 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 WITNESS WHEREOF **Grantor** and **Grantee** have executed this Temporary Construction Easement Deed on the day and year written below and have agreed to be bound by the terms and provisions hereof.

GRANTOR:

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

By: _____

Name: Dawn Rowe

Title: Chair, Board of Supervisors

Date: _____

ACCEPTANCE OF TERMS AND CONDITIONS

This is to certify that the interest in real property conveyed by the Temporary Construction Easement Deed by the SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT to the CITY OF COLTON, is accepted by the undersigned officer on behalf of Grantee and Grantee agrees to be bound by the terms, conditions, restrictions and provisions hereof.

GRANTEE: CITY OF COLTON

By: _____

Name: _____

Title: _____

Date: _____

July 27, 2021
BKF Job No: 20191182

LEGAL DESCRIPTION
EXHIBIT A: TEMPORARY CONSTRUCTION EASEMENT
APN 0163-361-13

Real property situate in the City of Colton, County of San Bernardino, State of California, described as follows:

Being a portion of the lands of the San Bernardino County Flood Control District (S.B.C.F.C.D.), a body corporate and politic, as described in that certain Grant Deed recorded June 17, 1971 in Book 7690, Page 128, Official Records of San Bernardino County, being also a portion of Jurupa Rancho as per the map recorded in Book 9 of Maps at Page 33, in the Office of the County Recorder of said County, more particularly described as follows:

BEGINNING at the northeasterly corner of the lands described in Grant Deed recorded on December 6, 2019 as Document No. 2019-0451639, Official Records of San Bernardino County being the point of intersection of the southerly line of the lands of S.B.C.F.C.D. with the westerly line of La Cadena Drive, said point being also the beginning of a curve to the right, concave North, having a radius of 2,525.00 feet, from said point a radial line bears North 10°36'03" East;

Thence westerly along said curve being the southerly line of said lands of S.B.C.F.C.D. (Bk. 7690, Pg. 128, O.R.), through a central angle of 0°26'00", for an arc length of 19.10 feet;

Thence leaving said line the following four (4) courses:

- 1) North 8°04'52" East, 4.49 feet;
- 2) North 74°04'38" West, 61.75 feet;
- 3) North 15°23'00" East, 50.06 feet;
- 4) South 74°31'46" East, 74.15 feet to the said westerly line of La Cadena Drive;

Thence along said westerly line South 7°42'40" West, 53.95 feet to the **POINT OF BEGINNING**.

Containing an area of 3,976 square feet, more or less.

For: BKF Engineers



Davis Thresh, P.L.S. No. 6868

7/27/2021

Dated



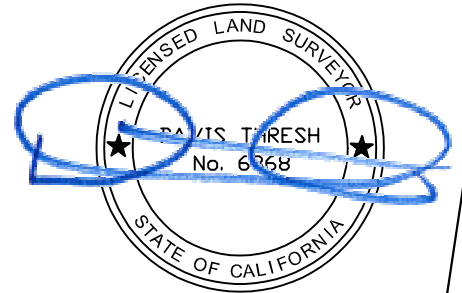
LANDS OF SAN
BERNARDINO COUNTY
FLOOD CONTROL DISTRICT
BK. 7690, PG. 128, O.R.
APN 0163-361-13

NOTE: THIS PLAT IS SOLELY
AN AID IN LOCATING THE
PARCEL DESCRIBED IN THE
ATTACHED DOCUMENT, IT IS
NOT A PART OF THE WRITTEN
DESCRIPTION THEREIN.

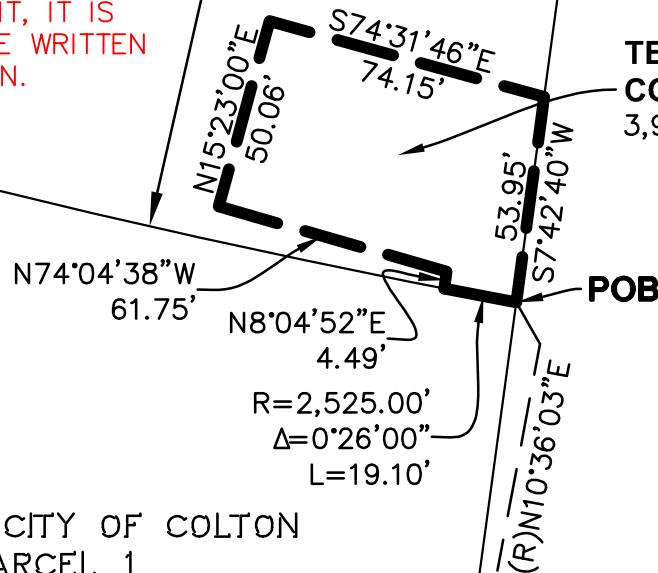
LEGEND & ANNOTATION

POB = POINT OF BEGINNING

— = DESCRIBED AREA
— = LOT LINE



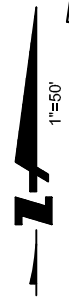
**TEMPORARY
CONSTRUCTION EASEMENT**
3,976 SQ. FT.±



LANDS OF CITY OF COLTON
PARCEL 1
D.N. 2019-0451639
APN 0275-192-07

S. LA CADENA DR.

W. TROPICA RANCHO RD.



(SCALE IN FEET)

Exhibit C

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PORTION OF THAT PART OF JURUPA RANCHO AS PER PLAT RECORDED IN [BOOK 9, PAGE 33](#) OF MAPS, RECORDS OF SAID COUNTY, SAID PART DESCRIBED IN DOCUMENT RECORDED IN [BOOK 481, PAGE 73](#) OF DEEDS, RECORDS OF SAID COUNTY, SAID PORTION BEING ALL OF SAID PART LYING WITHIN A STRIP OF LAND 1050 FEET WIDE, BEING 525 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, LYING WITHIN THAT PARCEL SET FORTH AND DESCRIBED ASSESSORS PARCEL MAPS OF SAID COUNTY.

EXCEPT THEREFROM THAT PORTION OF SAID LAND CONVEYED TO THE COUNTY OF SAN BERNARDINO AS SET FORTH AND DESCRIBED IN THAT CERTAIN DOCUMENT RECORDED SEPTEMBER 15, 1965 AS [BOOK 6472, PAGE 698 OF OFFICIAL RECORDS](#)

BEGINNING AT A POINT IN THE WESTERLY LINE OF RANCHO SAN BERNARDINO AS PER PLAT RECORDED IN [BOOK 7 OF MAPS, PAGE 2](#), RECORDS OF SAID COUNTY, DISTANT NORTH 19° 36' 20" WEST ALONG SAID WESTERLY LINE, 2083.09 FEET FROM A ONE-INCH IRON PIPE MARKING THAT CERTAIN CORNER OF SAID RANCHO SAN BERNARDINO COMMONLY KNOWN AS R.S.B. NO. 2; THENCE NORTHWESTERLY 902.41 FEET ALONG A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2000 FEET AND A CENTRAL ANGLE OF 25° 51' 08" THE BEGINNING TANGENT THEREOF BEARING NORTH 84°06'56" WEST; THENCE NORTH 58°15'48" WEST, 1542.71 FEET; THENCE SOUTHWESTERLY 5321.53 FEET ALONG A TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2950 FEET AND A CENTRAL

ANGLE OF 103° 21' 22"; THENCE SOUTH 18° 22' 50" WEST, 2713.73 FEET; THENCE WESTERLY 1534.19 FEET ALONG A TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 5000 FEET AND A CENTRAL ANGLE OF 17° 34' 50"; THENCE SOUTH 35° 57' 40" WEST 3253.02 FEET TO THE POINT OF TERMINATION IN THE CENTERLINE OF RIVERSIDE-RIALTO ROAD (A 66 FEET STREET), DISTANT ALONG SAID CENTERLINE SOUTH 12° 57' 07" EAST, 4753.39 FEET FROM THE INTERSECTION OF SAID CENTERLINE WITH THE CENTERLINE OF AGUA MANSA ROAD (A 60 FEET STREET).

THE OUTSIDE BOUNDARIES SHALL BE PROLONGED OR SHORTENED AS NECESSARY TO BEGIN AND END IN THE SAME LINES AS SAID CENTERLINE BEGINS AND ENDS.

NOTE: THIS COMPANY HAS PROVIDED SAID DESCRIPTION AS AN ACCOMMODATION FOR THE PURPOSE OF FACILITATING THIS REPORT. SAID DESCRIPTION MAY NOT BE AN INSURABLE PARCEL PURSUANT TO THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA AND SHOULD NOT BE RELIED UPON TO CONVEY OR ENCUMBER SAID LAND, UNTIL APPROVED BY THE APPROPRIATE GOVERNING AGENCY.

Assessor's Parcel Number: [0163-361-13-0-000](#)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the TCE Easement Deed _____, 202__, from San Bernardino County Flood Control District, a body corporate and politic, to the City of Colton, a California Municipal Corporation, by the within instrument, the provisions of which are incorporated by this reference as though fully set forth in this Certification, is hereby accepted by the undersigned officer(s) on behalf of the City of Colton pursuant to authority conferred by the City Council and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

By: _____

William R. Smith
City Manager