

RESOLUTION NO. 2021-71

A RESOLUTION OF NECESSITY BY THE BOARD OF SUPERVISORS OF SAN BERNARDINO COUNTY TO EXERCISE THE POWER OF EMINENT DOMAIN TO ACQUIRE SEVEN PERMANENT RIGHT OF WAY AND DRAINAGE EASEMENTS TO CONSTRUCT IMPROVEMENTS ALONG SNOWDROP ROAD, AND IN ITS VICINITY, LOCATED IN UNINCORPORATED SAN BERNARDINO COUNTY AND THE CITY OF RANCHO CUCAMONGA

On Tuesday, June 8, 2021, on motion of Supervisor Baca, duly seconded by Supervisor Rutherford and carried, the following resolution is adopted by the Board of Supervisors of San Bernardino County, State of California.

WHEREAS, the Board of Supervisors has considered the staff report, staff presentation, discussion, oral testimony, and evidence presented at its meeting of June 8, 2021, relating to the Snowdrop Road Improvement Project;

NOW, THEREFORE, the Board of Supervisors of San Bernardino County hereby finds, determines, declares, and resolves as follows:

SECTION 1. The Board of Supervisors finds that:

(a) The public interest, convenience, and necessity require the proposed project; to wit, the construction and installation of road improvements and drainage improvements to Snowdrop Road, and all uses appurtenant thereto ("Project"), located in the unincorporated area of San Bernardino County and in the City of Rancho Cucamonga, which Project will provide (i) enhanced public access to Snowdrop Road, (ii) increased public safety by adding paving to the length of Snowdrop Road, and (iii) reduced erosion by improving drainage and runoff of water flows; and

(b) The interests in real property to be acquired are right-of-way and drainage easements on, over, and across parcels described generally as Assessor Parcel Numbers 0201-043-26, 0201-281-13, 0201-043-08, 0201-043-35 and 0201-281-14 which are described and depicted with particularity on Exhibits A through Q attached hereto and incorporated herein by this reference ("Easement Interests"). The Easement Interests are located within the County of San Bernardino, State of California; and

(c) The Easement Interests are needed in order to secure the rights to allow the County to complete the road improvements, to provide legal access to the road for nearby residents, and to allow for engineered drainage to be installed in order to protect the road from erosion. The Easement Interests described herein are thus necessary for the County to acquire before the Project can proceed

(d) The Project is planned and located in a manner that will be most compatible with the greatest public good and least private injury; and

(e) The taking of the Easement Interests is necessary for the proposed Project and such taking is authorized by Section 19, Article I of the California Constitution, Section 25350.5 of the California Government Code, Section 1230.010 et seq. of the California Code of Civil Procedure, and other applicable law; and

(f) The offer to purchase required by California Government Code Section 7267.2 was made to the owners of the property over which the Easement Interests are sought; and

(g) The legally required notice of hearing on this Resolution has been given, as required

by Code of Civil Procedure section 1245.235; and

(g) The County has complied with all conditions and statutory requirements necessary to exercise the power of eminent domain to acquire the Easement Interests described herein.

SECTION 2. The Board of Supervisors hereby authorizes the County to acquire the Easement Interests by donation, purchase, or by condemnation, and declares that it is its intention to acquire the Easement Interests in the name of County Service Area 70 in accordance with the provisions of the laws of the State of California governing condemnation procedures.

SECTION 3. The Board of Supervisors further finds that if any portion of the area of the Property has been appropriated to some public use, the public uses to which it is to be applied by San Bernardino County as described above, are more necessary and paramount public uses, pursuant to Code of Civil Procedure section 1240.610 or, alternatively, will not unreasonably interfere with or impair the continuance of the public use as it then exists or may reasonably be expected to exist in the future, pursuant to Code of Civil Procedure section 1240.510.

SECTION 4. The County Counsel of the County of San Bernardino is authorized and directed to prepare, institute and prosecute in the name of the County of San Bernardino such proceedings in the proper Court having jurisdiction thereof as may be necessary for the acquisition of said Easement Interests, including the filing of a motion for an Order for Possession prior to judgment.

SECTION 5. This Resolution shall be effective immediately upon its adoption.

SECTION 6. The Clerk of the Board of Supervisors shall certify the adoption of this Resolution and certify this record to be a full true, correct copy of the action taken.

PASSED AND ADOPTED by the Board of Supervisors of the County of San Bernardino, State of California, by the following vote:

AYES: SUPERVISORS: Col. Paul Cook (Ret.), Janice Rutherford, Dawn Rowe
Curt Hagman, Joe Baca, Jr.

NOES: SUPERVISORS: None

ABSENT: SUPERVISORS: None

* * * * *

STATE OF CALIFORNIA)
)
COUNTY OF SAN BERNARDINO) ss.

I, **LYNNA MONELL**, Clerk of the Board of Supervisors of the County of San Bernardino, State of California, hereby certify the foregoing to be a full, true and correct copy of the record of the action taken by the Board of Supervisors, by vote of the members present, as the same appears in the Official Minutes of said Board at its meeting of June 8, 2021. Item #110 JLL

LYNNA MONELL
Clerk of the Board of Supervisors

By _____
Deputy

**Exhibit A
72817A**

RECORDING REQUESTED BY SOUTHERN CALIFORNIA EDISON COMPANY

RECORDING REQUESTED BY
SOUTHERN CALIFORNIA EDISON COMPANY
2 INNOVATION WAY, 2ND FLOOR
POMONA, CA 91768

ATTN: TITLE & REAL ESTATE SERVICES

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Easement

Location: Unincorporated Area
APN: 0201-043-26
V&LM File No.: ACQ203812605
SCE Document: 196543

| | |
|---|--|
| DOCUMENTARY TRANSFER TAX \$ _____ | Serial No. 72817A Service Order: 801947197 |
| _____ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED _____ OR COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING AT TIME OF SALE | APPROVED VEGETATION & LAND MANAGEMENT |
| SO. CALIF. EDISON CO. SIGNATURE OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME | BY SF DATE 10/30/2020 |

SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, hereinafter called "Grantor", does hereby grant to COUNTY SERVICE AREA 70, hereinafter called "Grantee", an easement for ROAD purposes, including, road, slope, drainage, utility and associated improvements necessary to support such road, in, on, under, over, along and across that certain real property in the County of San Bernardino, State of California, described as follows:

That portion of the Southeast quarter of Section 14, Township 1 North, Range 7 West, San Bernardino Base & Meridian, in the County of San Bernardino, State of California, according to the Official Plat thereof, in the Office of the County Recorder of said County.

Said road easement is more particularly described on the Exhibit "A" and more particularly depicted on the Exhibit "B", both attached hereto and by this reference made a part hereof.

SUBJECT TO covenants, conditions, restrictions, reservations, exceptions, encumbrances, rights, easements, leases and licenses, affecting the above described real property or any portion thereof, whether of record or not.

The foregoing grant is made subject to the following terms and conditions:

1. The said Easement is granted subject to the right of Grantor to construct, maintain, use, operate, alter, add to, repair, replace, reconstruct, enlarge and/or remove in, on, over, under, through, along and across the above described real property, electric transmission and distribution lines and communication lines, together with supporting structures and appurtenances, for conveying electric energy for light, heat, power and communication purposes, and pipelines and appurtenances for the transportation of oil, petroleum, gas, water, or other substances, and conduits for any and all purposes.
2. Grantor shall not erect or place at any future time any of its facilities so as to unreasonably interfere with the rights of Grantee created by this Easement grant.
3. The said Easement shall be exercised so as not to unreasonably endanger or interfere with the construction, maintenance, use, operation, presence, repair, replacement, relocation, reconstruction or removal of such electric transmission, distribution or communication lines, pipelines, or other conduits.

Grant of Easement
S.C.E., a corporation to
County Service Area 70
Serial No. 72817A
V&LM File No.: ACQ203812605
Affects SCE Document(s): 196543

4. Grantee agrees to pay to Grantor, upon demand, any and all costs of relocation and/or construction of such electric transmission, distribution and communication lines and supporting structures, pipelines, and conduits which may be or become necessary by reason of the exercise of the rights granted pursuant to this Easement.
5. Grantee agrees that in the exercise of its rights hereunder, its contractors, employees and other agents will maintain a minimum clearance of thirty-three (33.00) feet between their equipment and any and all overhead electric conductors.
6. Grantor shall have full unobstructed access to its facilities at all times and the right to clear, keep clear, and remove any and all obstructions of any kind at all times.
7. Grantor reserves for itself the right to trim any tree or trees which may grow in or on the above described real property and which, in the opinion of Grantor, endanger or interfere with the proper operation or maintenance of said electric transmission, distribution and communication lines, to the extent necessary to prevent any such interference or danger.
8. The above described real property is to be used only for the purposes specified herein and in the event:
 - a. said real property is not so used;
 - b. said real property shall be vacated as a road right of way; or
 - c. the project for which this Easement is being granted is abandoned,the Easement shall thereupon, ipso facto, revert to and merge in the interest of Grantor in the above described real property.
9. Upon termination or reversion of the rights herein granted, Grantee shall execute and deliver to Grantor, within thirty (30) days after service of a written demand therefore, a good and sufficient quitclaim deed to the rights herein given. Should Grantee fail or refuse to deliver to Grantor a quitclaim deed, as aforesaid, a written notice by Grantor reciting the failure or refusal of Grantee to execute and deliver said quitclaim deed as herein provided and terminating this Easement shall, after ten (10) days from the date of recordation of said notice, be conclusive evidence against Grantee and all persons claiming under Grantee of the termination or reversion of the rights herein given.
10. As a controlling part of the consideration for the execution and delivery of this instrument by Grantor, the Easement is accepted upon and subject to the express condition that the improvement for which the Easement is given, regardless of the time performed, and any other work or improvement commenced within two years from the date of recording of this Easement

(which improvement and other work or improvement are hereinafter sometimes collectively called "Improvement") shall be done without any cost or expense whatsoever to Grantor, and that in the event a special assessment or assessments is or are levied by an authorized lawful body against the real property of Grantor for the Improvement, Grantee agrees that it will reimburse Grantor and it shall be the binding obligation of the Grantee to reimburse Grantor for the full amount of any and all such special assessment or assessments so levied for said Improvement and paid by Grantor.
11. Also as a controlling part of the consideration for the execution and delivery of this instrument by Grantor, Grantee covenants, for itself, its successors and assigns, to construct and maintain the improvement to be located on the above described real property at its own expense.

Grant of Easement
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County Service Area 70
Serial No. 72817A
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12. Grantee hereby recognizes Grantor's title and interest in and to the above described real property and agrees never to assail or resist Grantor's title or interest therein.
13. Any earth fill placed by Grantee within the boundaries of the above described real property shall have a relative compaction density of ninety percent (90%).
14. Grantee agrees that all construction equipment, when not in use, shall be parked clear of Edison's right of way and/or rendered immobile.
15. Grantee agrees to provide twenty (20)-foot wide commercial type driveway(s) with curb depression(s) capable of supporting forty (40.00) tons on a three axle truck at (such/a) locations specified by the Grantor.
16. Grantee agrees to maintain the above described real property.
17. If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees.
18. The two-year limitation contained in paragraph 10 above to the contrary notwithstanding, Grantee agrees that it will reimburse Grantor for the full amount of any and all special assessment or assessments levied for curbs, driveways, sidewalks and/or other improvements which may at any time be installed at this location, which special assessment or assessments have been paid by Grantor.
19. The following indemnification provisions apply:

To the fullest extent permitted by law, Grantee shall indemnify, defend and save harmless Grantor, its officers, employees, servants, volunteers, and agents from any and all claims, losses or liability for personal injury or property damage due to any negligence or willful misconduct by Grantee in connection with this Grant of Easement.
20. Upon the termination or reversion of the rights herein granted, Grantee shall at its own risk and expense remove said (road) and restore said above described real property as nearly as possible to the same state and condition that it was in prior to any construction of said facilities, but if it should fail to do so within sixty (60) days after such termination, Grantor may do so at the risk of Grantee, and all cost and expense of such removal and the restoration of said premises as aforesaid, together with interest thereon at the rate of ten percent (10%) per annum shall be paid by Grantee upon demand.
21. Grantee agrees that all fencing and metallic structures installed within the above described real property shall be adequately grounded.
22. Grantee agrees that no additional structures will be installed on the above described real property.
23. Grantee agrees that the construction of the road must be adequately sloped, so as to provide Grantor through access across the above described real property.
24. Grantee agrees not to store flammable materials nor store any vehicle on the above described real property.
25. Any trees or plants within the above described real property shall be maintained by Grantee and shall not exceed a height of fifteen (15) feet.

Grant of Easement
S.C.E., a corporation to
County Service Area 70
Serial No. 72817A
V&LM File No.: ACQ203812605
Affects SCE Document(s): 196543

26. Grantee agrees that during any period of construction activity, it will periodically water down the construction area within the above described real property, so as to prevent dust contamination of Grantor's facilities.
27. The use of the neuter gender herein will, when appropriate, be construed to mean either the masculine or feminine gender or both. Unless expressly provided elsewhere, herein to the contrary, the terms, covenants and conditions of this Easement shall inure to the benefit of and are binding upon the heirs, successors, representatives and assigns of the parties hereto.
28. This Grant of Easement is executed subject to General Order No. 69-C, of the Public Utilities Commission of the State of California dated and effective July 10, 1985, incorporated herein by this reference. As set forth in General Order No. 69-C, this grant is made conditional upon the right of SCE either on order of the Public Utilities Commission or on SCE's own motion to resume the use of the property in question (including, but not limited to the removal of any obstructions) whenever, in the interest of SCE's service to its patrons or consumers, it shall appear necessary or desirable to do so. Grantee agrees to comply with all applicable federal, state and local laws and regulations.

IN WITNESS WHEREOF, said Southern California Edison Company has caused this instrument to be executed this _____ day of _____, 20_____.

SOUTHERN CALIFORNIA EDISON COMPANY,
a corporation

By: _____
Monica Contreras
Real Estate & Facilities Sr. Specialist
Land Management – Eastern Division
Vegetation & Land Management

Grant of Easement
S.C.E., a corporation to
County Service Area 70
Serial No. 72817A
V&LM File No.: ACQ203812605
Affects SCE Document(s): 196543

GRANTEE, does hereby accept the above and foregoing Easement upon and subject to all of the terms, covenants and conditions therein contained, and does hereby agree to comply with and perform each and all of said terms, covenants and conditions.

DATED as of this _____ day of _____, 20_____.

COUNTY SERVICE AREA 70

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

A 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 _____)

On _____ before me, _____, a Notary Public, personally appeared _____, 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 _____

Exhibit B

EXHIBIT "A"
LEGAL DESCRIPTION
SERIAL No.72817A
APN: 0201-043-26

THAT PORTION OF A PARCEL, SAID PARCEL DESCRIBED AS:

THAT PORTION OF THE EAST THREE-FOURTHS OF THE SOUTHEAST QUARTER OF SECTION 14 TOWNSHIP 1 NORTH, RANGE 7 WEST, S. B. M., LYING WITHIN A STRIP OF LAND 150 FEET WIDE, THE SOUTHERLY LINE OF SAID STRIP OF LAND BEING COINCIDENT WITH THE NORTHERLY LINE OF THE STRIP OF LAND, 450 FEET WIDE, DESCRIBED IN THAT CERTAIN EASEMENT DEED TO THE CITY OF LOS ANGELES, DATED FEBRUARY 28, 1934 AND RECORDED IN BOOK 943, PAGE 317, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF SAN BERNARDINO.

SAID PORTION DESCRIBED AS FOLLOWS:

PARCEL "A" - GRANT OUT - ROAD EASEMENT

THAT PORTION OF SAID PARCEL LYING EASTERLY OF A LINE THAT IS PARALLEL WITH AND 33.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE EAST LINE OF SAID SECTION 14.

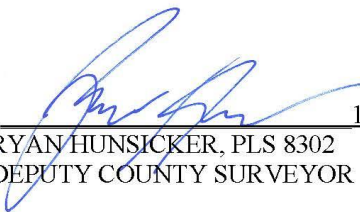
CONTAINING 4,950 SQUARE FEET OR 0.11 ACRES MORE OR LESS

THIS DESCRIPTION IS NOT INTENDED FOR USE IN THE CONVEYANCE OF LAND IN VIOLATION OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA.

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:  10/27/2020
RYAN HUNSICKER, PLS 8302 DATE
DEPUTY COUNTY SURVEYOR

| |
|----------------------|
| Job No. CPO-00154 |
| Prepared by RSH |

Exhibit C

EXHIBIT "B"

PTN. EAST 3/4 OF THE SE 1/4 OF SEC. 14, T.1.N., R.7.W., S.B.M.


SEC. 14

SEC. 13

KAYAM INC
 PARCEL 4 OF PARCEL MAP 3915
 BOOK 38 PAGE 95
 APN: 0201-043-28

COUNTY OF SAN BERNARDINO
 FLOOD CONTROL DISTRICT
 BOOK 9079 PAGE 803 O.R.
 APN: 0201-281-19

LEGEND

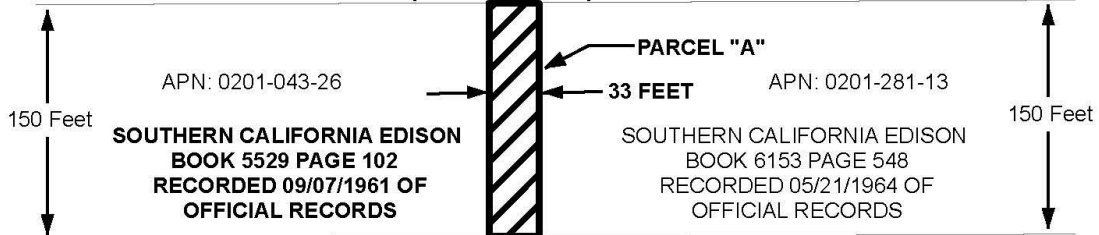
 GRANT OUT - ROAD EASEMENT AREA
 CONTAINING 4,950 SQUARE FEET OR
 0.11 ACRES MORE OR LESS

HAVEN AVENUE
 PER PARCEL MAP 3915
 PMB BOOK 38 PAGE 95
 40.00'

CUCAMONGA COUNTY
 WATER DISTRICT
 O.R. 1992-342454
 APN: 0201-281-18

JAYBIRD ROAD
 PER PARCEL MAP 3915
 PMB BOOK 38 PAGE 95
 50.00'

66.00 FOOT IRREVOCABLE OFFER OF ROAD DEDICATION
 PER 1983-087709 OF OFFICIAL RECORDS. ACCEPTED BY
 THE COUNTY OF SAN BERNARDINO PER 1989-209882 OF
 OFFICIAL RECORDS.
 66.00'



NORTHERLY 450 FEET PER
 BOOK 943 PAGE 317 O.R.

CITY OF LOS ANGELES
 O.R. 1989-206720
 APN: 0201-043-35

CITY OF LOS ANGELES
 O.R. 1985-056402
 APN: 0201-281-14



0 50 100Ft

SHEET 1 OF 1

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

County of San Bernardino
 Department of Public Works

 GRANT OUT - ROAD EASEMENT AREA CONTAINING
 4,950 SQUARE FEET OR 0.11 ACRES MORE OR LESS

Right - of - Way Plat

| | | |
|-----------|--------------|------------------------------------|
| W.O. No. | Drawn By: | OWNER: |
| CPO 00154 | R. Hunsicker | SOUTHERN CALIFORNIA EDISON COMPANY |

HAVEN AVENUE

RANCHO CUCAMONGA AREA

Exhibit D
72818A

RECORDING REQUESTED BY SOUTHERN
CALIFORNIA EDISON COMPANY

RECORDING REQUESTED BY
SOUTHERN CALIFORNIA EDISON COMPANY
2 INNOVATION WAY, 2ND FLOOR
POMONA, CA 91768

ATTN: TITLE & REAL ESTATE SERVICES

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Easement

Location: Unincorporated Area
APN: 0201-281-13
V&LM File No.: ACQ203812605
SCE Document: 216243

| | |
|---|--|
| DOCUMENTARY TRANSFER TAX \$ _____ | Serial No. 72818A Service Order: 801947197 |
| _____ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED | APPROVED VEGETATION & LAND MANAGEMENT |
| _____ OR COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING AT TIME OF SALE SO. CALIF. EDISON CO. | |
| SIGNATURE OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME _____ | BY SF DATE 10/30/2020 |

SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, hereinafter called "Grantor", does hereby grant to COUNTY SERVICE AREA 70, hereinafter called "Grantee", an easement for ROAD purposes, including, road, slope, drainage, utility and associated improvements necessary to support such road, in, on, under, over, along and across that certain real property in the County of San Bernardino, State of California, described as follows:

That portion of the Southwest quarter of Section 13, Township 1 North, Range 7 West, San Bernardino Base & Meridian, in the County of San Bernardino, State of California, according to the Official Plat thereof, in the Office of the County Recorder of said County.

Said road easement is more particularly described on the Exhibit "A" and more particularly depicted on the Exhibit "B", both attached hereto and by this reference made a part hereof.

SUBJECT TO covenants, conditions, restrictions, reservations, exceptions, encumbrances, rights, easements, leases and licenses, affecting the above described real property or any portion thereof, whether of record or not.

The foregoing grant is made subject to the following terms and conditions:

1. The said Easement is granted subject to the right of Grantor to construct, maintain, use, operate, alter, add to, repair, replace, reconstruct, enlarge and/or remove in, on, over, under, through, along and across the above described real property, electric transmission and distribution lines and communication lines, together with supporting structures and appurtenances, for conveying electric energy for light, heat, power and communication purposes, and pipelines and appurtenances for the transportation of oil, petroleum, gas, water, or other substances, and conduits for any and all purposes.
2. Grantor shall not erect or place at any future time any of its facilities so as to unreasonably interfere with the rights of Grantee created by this Easement grant.
3. The said Easement shall be exercised so as not to unreasonably endanger or interfere with the construction, maintenance, use, operation, presence, repair, replacement, relocation, reconstruction or removal of such electric transmission, distribution or communication lines, pipelines, or other conduits.

Grant of Easement
S.C.E., a corporation to
County Service Area 70
Serial No. 72818A
V&LM File No.: ACQ203812605
Affects SCE Document(s): 216243

4. Grantee agrees to pay to Grantor, upon demand, any and all costs of relocation and/or construction of such electric transmission, distribution and communication lines and supporting structures, pipelines, and conduits which may be or become necessary by reason of the exercise of the rights granted pursuant to this Easement.
5. Grantee agrees that in the exercise of its rights hereunder, its contractors, employees and other agents will maintain a minimum clearance of thirty-three (33.00) feet between their equipment and any and all overhead electric conductors.
6. Grantor shall have full unobstructed access to its facilities at all times and the right to clear, keep clear, and remove any and all obstructions of any kind at all times.
7. Grantor reserves for itself the right to trim any tree or trees which may grow in or on the above described real property and which, in the opinion of Grantor, endanger or interfere with the proper operation or maintenance of said electric transmission, distribution and communication lines, to the extent necessary to prevent any such interference or danger.
8. The above described real property is to be used only for the purposes specified herein and in the event:
 - a. said real property is not so used;
 - b. said real property shall be vacated as a road right of way; or
 - c. the project for which this Easement is being granted is abandoned,the Easement shall thereupon, ipso facto, revert to and merge in the interest of Grantor in the above described real property.
9. Upon termination or reversion of the rights herein granted, Grantee shall execute and deliver to Grantor, within thirty (30) days after service of a written demand therefore, a good and sufficient quitclaim deed to the rights herein given. Should Grantee fail or refuse to deliver to Grantor a quitclaim deed, as aforesaid, a written notice by Grantor reciting the failure or refusal of Grantee to execute and deliver said quitclaim deed as herein provided and terminating this Easement shall, after ten (10) days from the date of recordation of said notice, be conclusive evidence against Grantee and all persons claiming under Grantee of the termination or reversion of the rights herein given.
10. As a controlling part of the consideration for the execution and delivery of this instrument by Grantor, the Easement is accepted upon and subject to the express condition that the improvement for which the Easement is given, regardless of the time performed, and any other work or improvement commenced within two years from the date of recording of this Easement

(which improvement and other work or improvement are hereinafter sometimes collectively called "Improvement") shall be done without any cost or expense whatsoever to Grantor, and that in the event a special assessment or assessments is or are levied by an authorized lawful body against the real property of Grantor for the Improvement, Grantee agrees that it will reimburse Grantor and it shall be the binding obligation of the Grantee to reimburse Grantor for the full amount of any and all such special assessment or assessments so levied for said Improvement and paid by Grantor.
11. Also as a controlling part of the consideration for the execution and delivery of this instrument by Grantor, Grantee covenants, for itself, its successors and assigns, to construct and maintain the improvement to be located on the above described real property at its own expense.

Grant of Easement
S.C.E., a corporation to
County Service Area 70
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Affects SCE Document(s): 216243

12. Grantee hereby recognizes Grantor's title and interest in and to the above described real property and agrees never to assail or resist Grantor's title or interest therein.
13. Any earth fill placed by Grantee within the boundaries of the above described real property shall have a relative compaction density of ninety percent (90%).
14. Grantee agrees that all construction equipment, when not in use, shall be parked clear of Edison's right of way and/or rendered immobile.
15. Grantee agrees to provide twenty (20)-foot wide commercial type driveway(s) with curb depression(s) capable of supporting forty (40.00) tons on a three axle truck at (such/a) locations specified by the Grantor.
16. Grantee agrees to maintain the above described real property.
17. If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees.
18. The two-year limitation contained in paragraph 10 above to the contrary notwithstanding, Grantee agrees that it will reimburse Grantor for the full amount of any and all special assessment or assessments levied for curbs, driveways, sidewalks and/or other improvements which may at any time be installed at this location, which special assessment or assessments have been paid by Grantor.
19. The following indemnification provisions apply:

To the fullest extent permitted by law, Grantee shall indemnify, defend and save harmless Grantor, its officers, employees, servants, volunteers, and agents from any and all claims, losses or liability for personal injury or property damage due to any negligence or willful misconduct by Grantee in connection with this Grant of Easement.
20. Upon the termination or reversion of the rights herein granted, Grantee shall at its own risk and expense remove said (road) and restore said above described real property as nearly as possible to the same state and condition that it was in prior to any construction of said facilities, but if it should fail to do so within sixty (60) days after such termination, Grantor may do so at the risk of Grantee, and all cost and expense of such removal and the restoration of said premises as aforesaid, together with interest thereon at the rate of ten percent (10%) per annum shall be paid by Grantee upon demand.
21. Grantee agrees that all fencing and metallic structures installed within the above described real property shall be adequately grounded.
22. Grantee agrees that no additional structures will be installed on the above described real property.
23. Grantee agrees that the construction of the road must be adequately sloped, so as to provide Grantor through access across the above described real property.
24. Grantee agrees not to store flammable materials nor store any vehicle on the above described real property.
25. Any trees or plants within the above described real property shall be maintained by Grantee and shall not exceed a height of fifteen (15) feet.

Grant of Easement
S.C.E., a corporation to
County Service Area 70
Serial No. 72818A
V&LM File No.: ACQ203812605
Affects SCE Document(s): 216243

26. Grantee agrees that during any period of construction activity, it will periodically water down the construction area within the above described real property, so as to prevent dust contamination of Grantor's facilities.
27. The use of the neuter gender herein will, when appropriate, be construed to mean either the masculine or feminine gender or both. Unless expressly provided elsewhere, herein to the contrary, the terms, covenants and conditions of this Easement shall inure to the benefit of and are binding upon the heirs, successors, representatives and assigns of the parties hereto.
28. This Grant of Easement is executed subject to General Order No. 69-C, of the Public Utilities Commission of the State of California dated and effective July 10, 1985, incorporated herein by this reference. As set forth in General Order No. 69-C, this grant is made conditional upon the right of SCE either on order of the Public Utilities Commission or on SCE's own motion to resume the use of the property in question (including, but not limited to the removal of any obstructions) whenever, in the interest of SCE's service to its patrons or consumers, it shall appear necessary or desirable to do so. Grantee agrees to comply with all applicable federal, state and local laws and regulations.

IN WITNESS WHEREOF, said Southern California Edison Company has caused this instrument to be executed this _____ day of _____, 20_____.

SOUTHERN CALIFORNIA EDISON COMPANY,
a corporation

By: _____
Monica Contreras
Real Estate & Facilities Sr. Specialist
Land Management – Eastern Division
Vegetation & Land Management

Grant of Easement
S.C.E., a corporation to
County Service Area 70
Serial No. 72818A
V&LM File No.: ACQ203812605
Affects SCE Document(s): 216243

GRANTEE, does hereby accept the above and foregoing Easement upon and subject to all of the terms, covenants and conditions therein contained, and does hereby agree to comply with and perform each and all of said terms, covenants and conditions.

DATED as of this _____ day of _____, 20_____.

COUNTY SERVICE AREA 70

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

A 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 _____)

On _____ before me, _____, a Notary Public, personally appeared _____, 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 _____

Exhibit E

EXHIBIT "A"
LEGAL DESCRIPTION
SERIAL No.72818A
APN: 0201-281-13

THAT PORTION OF A PARCEL, SAID PARCEL DESCRIBED AS:

THAT PORTION OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 13, TOWNSHIP 1 NORTH, RANGE 7 WEST, S. B. M., LYING WITHIN A STRIP OF LAND 150 FEET WIDE, THE SOUTHERLY LINE OF SAID STRIP OF LAND BEING COINCIDENT WITH THE NORTHERLY LINE OF THAT CERTAIN STRIP OF LAND, 450 FEET WIDE, DESCRIBED IN THE EASEMENT DEED TO THE CITY OF LOS ANGELES, DATED MARCH 2, 1935, AND RECORDED IN BOOK 1048, PAGE 119, OF OFFICIAL RECORDS, IN THE SAN BERNARDINO COUNTY RECORDER OFFICE.

THE SIDELINES OF SAID STRIP OF LAND, 150 FEET WIDE, SHALL BE PROLONGED OR SHORTENED SO AS TO TERMINATE IN THE EASTERLY AND WESTERLY LINES OF SAID SECTION 13.

SAID PORTION DESCRIBED AS FOLLOWS:

PARCEL "A" - GRANT OUT - ROAD EASEMENT

THAT PORTION OF SAID PARCEL LYING WESTERLY OF A LINE THAT IS PARALLEL WITH AND 33.00 FEET EASTERLY, MEASURED AT RIGHT ANGLES, FROM THE WEST LINE OF SAID SECTION 13.

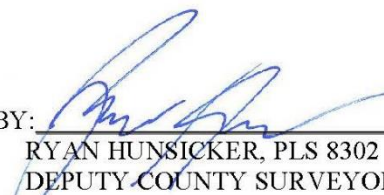
CONTAINING 4,950 SQUARE FEET OR 0.11 ACRES MORE OR LESS

THIS DESCRIPTION IS NOT INTENDED FOR USE IN THE CONVEYANCE OF LAND IN VIOLATION OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA.

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:  10/27/2020
RYAN HUNSICKER, PLS 8302 DATE
DEPUTY COUNTY SURVEYOR

| |
|----------------------|
| Job No. CPO-00154 |
| Prepared by RSH |

Exhibit F

EXHIBIT "B"

PTN. S1/2 of Sec. 13, T.1.N., R.7.W., S.B.M.
 SERIAL No.72818A
 APN: 0201-281-13


SEC. 14

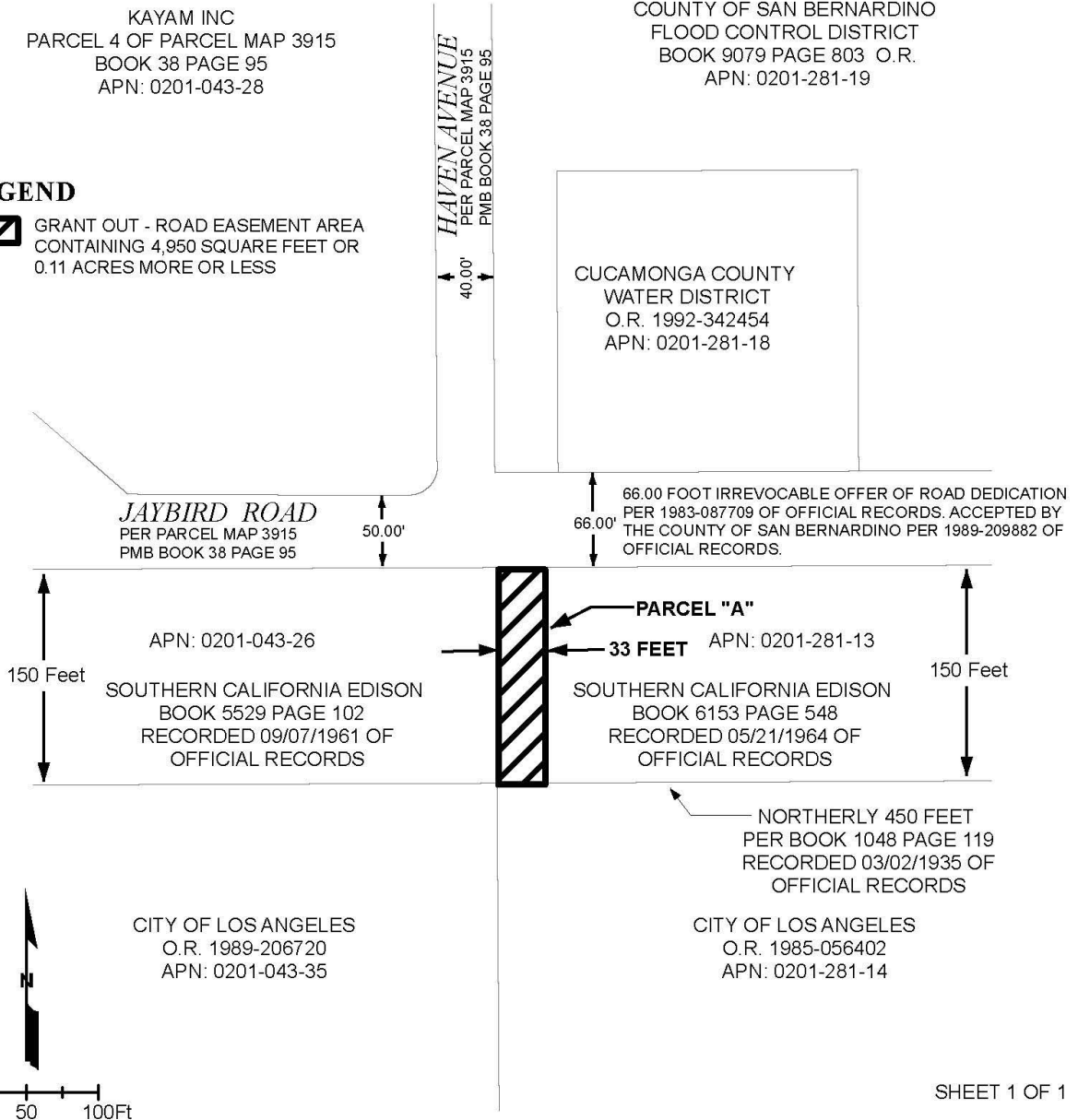
SEC. 13

KAYAM INC
 PARCEL 4 OF PARCEL MAP 3915
 BOOK 38 PAGE 95
 APN: 0201-043-28

COUNTY OF SAN BERNARDINO
 FLOOD CONTROL DISTRICT
 BOOK 9079 PAGE 803 O.R.
 APN: 0201-281-19

LEGEND

 GRANT OUT - ROAD EASEMENT AREA
 CONTAINING 4,950 SQUARE FEET OR
 0.11 ACRES MORE OR LESS



SHEET 1 OF 1

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

County of San Bernardino

Department of Public Works

Right - of - Way Plat

HAVEN AVENUE

RANCHO CUCAMONGA AREA

 GRANT OUT - ROAD EASEMENT AREA CONTAINING
 4,950 SQUARE FEET OR 0.11 ACRES MORE OR LESS

| | | |
|-----------|--------------|------------------------------------|
| W.O. No. | Drawn By: | OWNER: |
| CPO 00154 | R. Hunsicker | SOUTHERN CALIFORNIA EDISON COMPANY |

Exhibit G
72847A

RECORDING REQUESTED BY SOUTHERN
CALIFORNIA EDISON COMPANY

RECORDING REQUESTED BY
SOUTHERN CALIFORNIA EDISON COMPANY
2 INNOVATION WAY, 2ND FLOOR
POMONA, CA 91768

ATTN: TITLE & REAL ESTATE SERVICES

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Easement

Location: Unincorporated Area
APN: 0201-043-08
V&LM File No.: GRT203855269
SCE Document: 197360

| | |
|--|--|
| DOCUMENTARY TRANSFER TAX \$ _____ | Serial No. 72847A Service Order: 801987703 |
| _____ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED _____ OR COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING AT TIME OF SALE SO. CALIF. EDISON CO. | APPROVED VEGETATION & LAND MANAGEMENT |
| SIGNATURE OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME | BY SF DATE 11/30/2020 |

SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, hereinafter called "Grantor", does hereby grant to COUNTY SERVICE AREA 70, hereinafter called "Grantee", an easement for ROAD purposes, including, road, slope, drainage, utility and associated improvements necessary to support such road, in, on, under, over, along and across that certain real property in the County of San Bernardino, State of California, described as follows:

That portion of the Southwest quarter of Section 14, Township 1 North, Range 7 West, San Bernardino Base & Meridian, in the County of San Bernardino, State of California, according to the Official Plat thereof, in the Office of the County Recorder of said County.

Said road easement is more particularly described on the Exhibit "A" and more particularly depicted on the Exhibit "B", both attached hereto and by this reference made a part hereof.

SUBJECT TO covenants, conditions, restrictions, reservations, exceptions, encumbrances, rights, easements, leases and licenses, affecting the above described real property or any portion thereof, whether of record or not.

The foregoing grant is made subject to the following terms and conditions:

1. The said Easement is granted subject to the right of Grantor to construct, maintain, use, operate, alter, add to, repair, replace, reconstruct, enlarge and/or remove in, on, over, under, through, along and across the above described real property, electric transmission and distribution lines and communication lines, together with supporting structures and appurtenances, for conveying electric energy for light, heat, power and communication purposes, and pipelines and appurtenances for the transportation of oil, petroleum, gas, water, or other substances, and conduits for any and all purposes.
2. Grantor shall not erect or place at any future time any of its facilities so as to unreasonably interfere with the rights of Grantee created by this Easement grant.
3. The said Easement shall be exercised so as not to unreasonably endanger or interfere with the construction, maintenance, use, operation, presence, repair, replacement, relocation, reconstruction or removal of such electric transmission, distribution or communication lines, pipelines, or other conduits.

Grant of Easement
S.C.E., a corporation to
County Service Area 70
Serial No. 72847A
V&LM File No.: GRT203855269
Affects SCE Document(s): 197360

4. Grantee agrees to pay to Grantor, upon demand, any and all costs of relocation and/or construction of such electric transmission, distribution and communication lines and supporting structures, pipelines, and conduits which may be or become necessary by reason of the exercise of the rights granted pursuant to this Easement.
5. Grantee agrees that in the exercise of its rights hereunder, its contractors, employees and other agents will maintain a minimum clearance of thirty-three (33.00) feet between their equipment and any and all overhead electric conductors.
6. Grantor shall have full unobstructed access to its facilities at all times and the right to clear, keep clear, and remove any and all obstructions of any kind at all times.
7. Grantor reserves for itself the right to trim any tree or trees which may grow in or on the above described real property and which, in the opinion of Grantor, endanger or interfere with the proper operation or maintenance of said electric transmission, distribution and communication lines, to the extent necessary to prevent any such interference or danger.
8. The above described real property is to be used only for the purposes specified herein and in the event:
 - a. said real property is not so used;
 - b. said real property shall be vacated as a road right of way; or
 - c. the project for which this Easement is being granted is abandoned,

the Easement shall thereupon, ipso facto, revert to and merge in the interest of Grantor in the above described real property.

9. Upon termination or reversion of the rights herein granted, Grantee shall execute and deliver to Grantor, within thirty (30) days after service of a written demand therefore, a good and sufficient quitclaim deed to the rights herein given. Should Grantee fail or refuse to deliver to Grantor a quitclaim deed, as aforesaid, a written notice by Grantor reciting the failure or refusal of Grantee to execute and deliver said quitclaim deed as herein provided and terminating this Easement shall, after ten (10) days from the date of recordation of said notice, be conclusive evidence against Grantee and all persons claiming under Grantee of the termination or reversion of the rights herein given.
10. As a controlling part of the consideration for the execution and delivery of this instrument by Grantor, the Easement is accepted upon and subject to the express condition that the improvement for which the Easement is given, regardless of the time performed, and any other work or improvement commenced within two years from the date of recording of this Easement

(which improvement and other work or improvement are hereinafter sometimes collectively called "Improvement") shall be done without any cost or expense whatsoever to Grantor, and that in the event a special assessment or assessments is or are levied by an authorized lawful body against the real property of Grantor for the Improvement, Grantee agrees that it will reimburse Grantor and it shall be the binding obligation of the Grantee to reimburse Grantor for the full amount of any and all such special assessment or assessments so levied for said Improvement and paid by Grantor.

11. Also as a controlling part of the consideration for the execution and delivery of this instrument by Grantor, Grantee covenants, for itself, its successors and assigns, to construct and maintain the improvement to be located on the above described real property at its own expense.

Grant of Easement
S.C.E., a corporation to
County Service Area 70
Serial No. 72847A
V&LM File No.: GRT203855269
Affects SCE Document(s): 197360

12. Grantee hereby recognizes Grantor's title and interest in and to the above described real property and agrees never to assail or resist Grantor's title or interest therein.
13. Any earth fill placed by Grantee within the boundaries of the above described real property shall have a relative compaction density of ninety percent (90%).
14. Grantee agrees that all construction equipment, when not in use, shall be parked clear of Edison's right of way and/or rendered immobile.
15. Grantee agrees to provide twenty (20)-foot wide commercial type driveway(s) with curb depression(s) capable of supporting forty (40.00) tons on a three axle truck at (such/a) locations specified by the Grantor.
16. Grantee agrees to maintain the above described real property.
17. If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees.
18. The two-year limitation contained in paragraph 10 above to the contrary notwithstanding, Grantee agrees that it will reimburse Grantor for the full amount of any and all special assessment or assessments levied for curbs, driveways, sidewalks and/or other improvements which may at any time be installed at this location, which special assessment or assessments have been paid by Grantor.
19. The following indemnification provisions apply:

To the fullest extent permitted by law, Grantee shall indemnify, defend and save harmless Grantor, its officers, employees, servants, volunteers, and agents from any and all claims, losses or liability for personal injury or property damage due to any negligence or willful misconduct by Grantee in connection with this Grant of Easement.
20. Upon the termination or reversion of the rights herein granted, Grantee shall at its own risk and expense remove said (road) and restore said above described real property as nearly as possible to the same state and condition that it was in prior to any construction of said facilities, but if it should fail to do so within sixty (60) days after such termination, Grantor may do so at the risk of Grantee, and all cost and expense of such removal and the restoration of said premises as aforesaid, together with interest thereon at the rate of ten percent (10%) per annum shall be paid by Grantee upon demand.
21. Grantee agrees that all fencing and metallic structures installed within the above described real property shall be adequately grounded.
22. Grantee agrees that no additional structures will be installed on the above described real property.
23. Grantee agrees that the construction of the road must be adequately sloped, so as to provide Grantor through access across the above described real property.
24. Grantee agrees not to store flammable materials nor store any vehicle on the above described real property.
25. Any trees or plants within the above described real property shall be maintained by Grantee and shall not exceed a height of fifteen (15) feet.

Grant of Easement
S.C.E., a corporation to
County Service Area 70
Serial No. 72847A
V&LM File No.: GRT203855269
Affects SCE Document(s): 197360

26. Grantee agrees that during any period of construction activity, it will periodically water down the construction area within the above described real property, so as to prevent dust contamination of Grantor's facilities.
27. The use of the neuter gender herein will, when appropriate, be construed to mean either the masculine or feminine gender or both. Unless expressly provided elsewhere, herein to the contrary, the terms, covenants and conditions of this Easement shall inure to the benefit of and are binding upon the heirs, successors, representatives and assigns of the parties hereto.
28. This Grant of Easement is executed subject to General Order No. 69-C, of the Public Utilities Commission of the State of California dated and effective July 10, 1985, incorporated herein by this reference. As set forth in General Order No. 69-C, this grant is made conditional upon the right of SCE either on order of the Public Utilities Commission or on SCE's own motion to resume the use of the property in question (including, but not limited to the removal of any obstructions) whenever, in the interest of SCE's service to its patrons or consumers, it shall appear necessary or desirable to do so. Grantee agrees to comply with all applicable federal, state and local laws and regulations.

IN WITNESS WHEREOF, said Southern California Edison Company has caused this instrument to be executed this _____ day of _____, 20_____.

SOUTHERN CALIFORNIA EDISON COMPANY,
a corporation

By: _____
Monica Contreras
Real Estate & Facilities Sr. Specialist
Land Management – Eastern Division
Vegetation & Land Management

Grant of Easement
S.C.E., a corporation to
County Service Area 70
Serial No. 72847A
V&LM File No.: GRT203855269
Affects SCE Document(s): 197360

GRANTEE, does hereby accept the above and foregoing Easement upon and subject to all of the terms, covenants and conditions therein contained, and does hereby agree to comply with and perform each and all of said terms, covenants and conditions.

DATED as of this _____ day of _____, 20_____.

COUNTY SERVICE AREA 70

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

A 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 _____)

On _____ before me, _____, a Notary Public, personally appeared _____, 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 _____

Exhibit I


EXHIBIT "B"

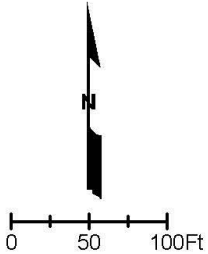
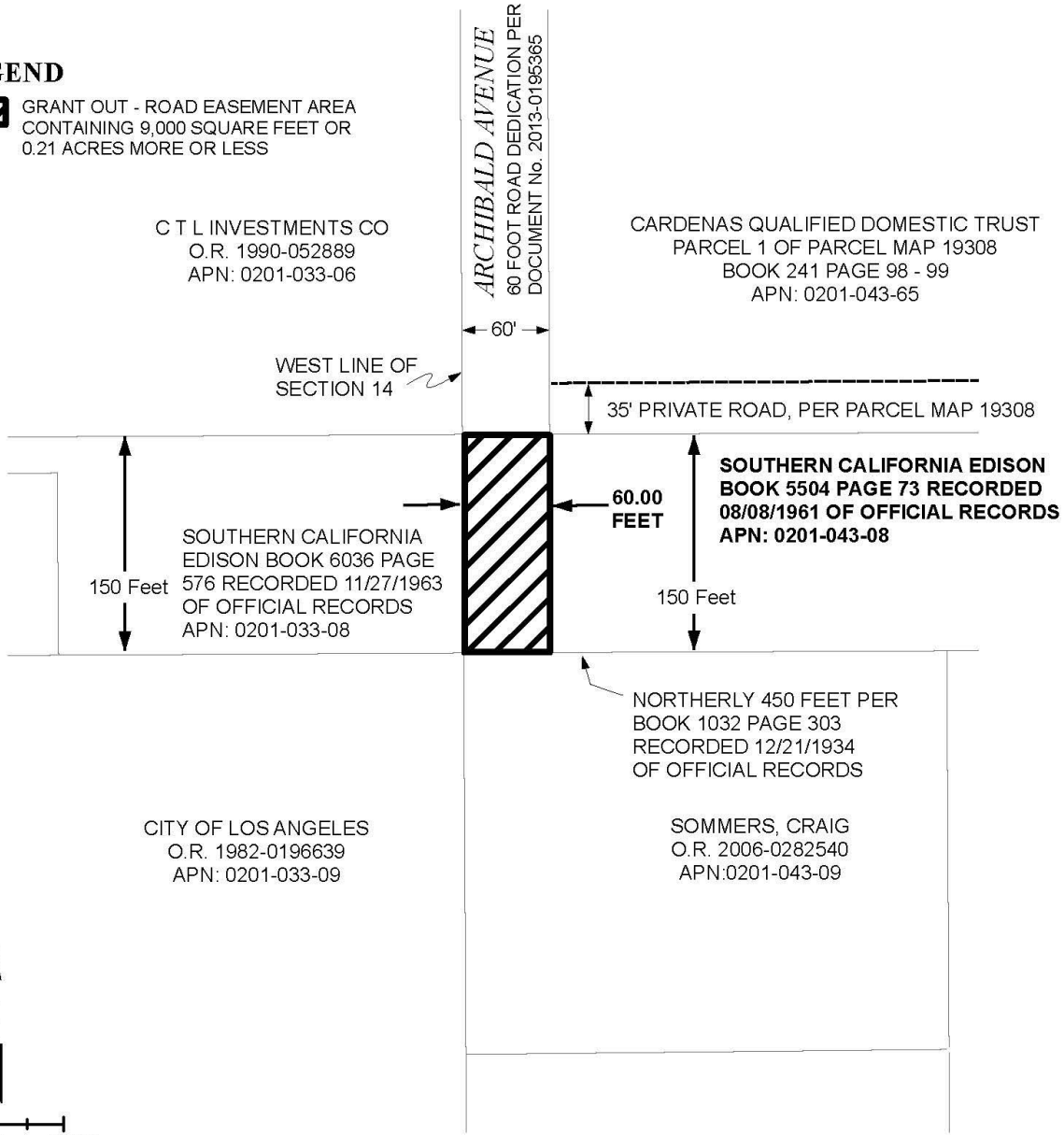
PTN. SW 1/4 of Sec. 14, T.1.N., R.7.W., S.B.M.
 SERIAL No.72847A
 APN: 0201-043-08

SEC. 15

SEC. 14

LEGEND

 GRANT OUT - ROAD EASEMENT AREA
 CONTAINING 9,000 SQUARE FEET OR
 0.21 ACRES MORE OR LESS



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

County of San Bernardino
 Department of Public Works

 GRANT OUT - ROAD EASEMENT AREA CONTAINING 9,000 SQUARE FEET OR 0.21 ACRES MORE OR LESS

Right - of - Way Plat
ARCHIBALD AVENUE
 RANCHO CUCAMONGA AREA

| | | |
|-----------|--------------|------------------------------------|
| W.O. No. | Drawn By: | OWNER: |
| CPO 00154 | R. Hunsicker | SOUTHERN CALIFORNIA EDISON COMPANY |

Exhibit J

RECORDING REQUESTED BY:

County of San Bernardino
 Special Districts Department
 222 W. Hospitality Lane, 2nd Floor
 San Bernardino, CA 92415-0450

WHEN RECORDED MAIL TO:

Same as above

RECORDER:

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

| | | |
|---|--|--|
| UNINCORPORATED AREA A.P.N. 0201-043-35 (ptn) | GRANT OF EASEMENT (Right of Way) | DOCUMENT TRANSFER TAX \$ 0.00 Dept. Code : 12000 (Special Districts) |
|---|--|--|

The undersigned grantor(s) declare(s):

DOCUMENTARY TRANSFER TAX \$0.00 Conveyance to Government Entity. R&T 11922

- 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 of

City of Los Angeles, a municipal corporation

hereby GRANT(S) to COUNTY SERVICE AREA 70, organized and existing pursuant to the laws of the State of California ("Grantee"), the following easement:

A permanent easement for roadway purposes, including but not limited to, road, slope, drainage, utility and associated improvements over, under and upon that certain real property situated in the County of San Bernardino, described as follows:

See Exhibit "A", Parcel "A" Legal Description, and Exhibit "B", Plat, attached hereto and made a part hereof.

By: _____ Dated: _____

| | |
|--|--|
| This is to certify that the interest in real property conveyed by the within instrument to the County of San Bernardino, a body corporate and politic of the State of California, is hereby accepted by the undersigned officer/agent on behalf of the Board of Supervisors pursuant to authority conferred by resolution of the Board of Supervisors adopted on March 27, 2012 and the Grantee consents to recordation thereof by its duly authorized officer/agent. By: _____ Date: _____ Terry W. Thompson, Director Real Estate Services Department | Township: _____ Range: _____ Section: _____ Geo Index: _____ Sect.: _____ Quad.: _____ Road Name(s) : <u>Snow Drop Road</u> Project: <u>Snow Drop Road Improvement Project</u> Work Order No. : _____ Parcel No. (s) : _____ A.P.N. (s) : <u>0201-043-35 (ptn)</u> |
|--|--|

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE

Not Applicable

| | | |
|------|----------------|--------------|
| Name | Street Address | City & State |
|------|----------------|--------------|

Exhibit K

RECORDING REQUESTED BY:

County of San Bernardino
 Special Districts Department
 222 W. Hospitality Lane, 2nd Floor
 San Bernardino, CA 92415-0450

WHEN RECORDED MAIL TO:

Same as above

RECORDER:

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

| | | |
|---|---|--|
| UNINCORPORATED AREA A.P.N. 0201-043-35 (ptn) | GRANT OF EASEMENT (Drainage) | DOCUMENT TRANSFER TAX \$ 0.00 Dept. Code : 12000 (Special Districts) |
|---|---|--|

The undersigned grantor(s) declare(s):

DOCUMENTARY TRANSFER TAX \$0.00 Conveyance to Government Entity. R&T 11922

- 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 of

City of Los Angeles, a municipal corporation

hereby GRANT(S) to COUNTY SERVICE AREA 70, organized and existing pursuant to the laws of the State of California ("Grantee"), the following easement:

A permanent easement for drainage purposes over, under and upon that certain real property situated in the County of San Bernardino, described as follows:

See Exhibit "A", Parcel "B" Legal Description, and Exhibit "B", Plat, attached hereto and made a part hereof.

By: _____ Dated: _____

| | |
|--|--|
| This is to certify that the interest in real property conveyed by the within instrument to the County of San Bernardino, a body corporate and politic of the State of California, is hereby accepted by the undersigned officer/agent on behalf of the Board of Supervisors pursuant to authority conferred by resolution of the Board of Supervisors adopted on March 27, 2012 and the Grantee consents to recordation thereof by its duly authorized officer/agent. By: _____ Date: _____ Terry W. Thompson, Director Real Estate Services Department | Township: _____ Range: _____ Section: _____ Geo Index: _____ Sect.: _____ Quad.: _____ Road Name(s) : <u>Snow Drop Road</u> Project: <u>Snow Drop Road Improvement Project</u> Work Order No. : _____ Parcel No. (s) : _____ A.P.N. (s) : <u>0201-043-35 (ptn)</u> |
|--|--|

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE

Not Applicable

| | | |
|------|----------------|--------------|
| Name | Street Address | City & State |
|------|----------------|--------------|

Exhibit L

EXHIBIT "A"

That portion of a parcel, said parcel described as:

THAT PORTION OF THE EAST $\frac{3}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 14, TOWNSHIP 1 NORTH RANGE 7 WEST, S.B.M., SITUATED IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED IN DEED RECORDED ON SEPTEMBER 27, 1977 IN BOOK 9271, PAGE 1808, OF OFFICIAL RECORDS OF SAID COUNTY, LYING SOUTHERLY OF THE NORTHERLY LINE OF THAT CRETAN STRIP OF LAND 450 FEET IN WIDTH, DESCRIBED IN DEED RECORDED ON MARCH 12, 1934, IN BOOK 943, PAGE 317, OF SAID OFFICIAL RECORDS, AND AS SAID CRETAN STRIP OF LAND, IS SHOWN ON RECORD OF SURVEY MAP RECORDED ON NOVEMBER 6, 1980, IN BOOK 41, PAGE 73, OF RECORDS OF SURVEY OF SAID COUNTY

EXCEPTING THEREFROM ANY PORTION THEREOF LYING WITHIN THAT PORTION OF THE SOUTH $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 14, DESCRIBED ON DOCUMENT RECORDED ON MARCH 10, 1963, AS INSTRUMENT NO. 1983-050557 OF SAID OFFICIAL RECORDS AND EXCEPTING THAT PORTION RECORDED MARCH 29, 1979 IN BOO 9653 PAGE 568.

Said portion described as follows:

Parcel "A" (Haven Avenue - Road Dedication)

That portion of said parcel lying within a strip of land 44 feet wide, lying 22 feet of each side of the following described line.

Commencing at the Southwest corner of said section 13;

Thence, along the south line of said section 13 N89°29'11"E a distance of 0.95 feet to the **True Point of Beginning**, said point also being a point on a non-tangent curve, concave easterly, having a radius of 200.00 feet, a radial bearing to said curve being S 87°04'35" E, said curve also being the centerline of Haven Avenue as shown on the County of San Bernardino Special District Department Drawings for Construction of AD 2018-1 Snow Drop Road Improvement Plans dated October 15, 2019;

Thence Leaving said south line of said section 13 northerly along said curve, through a central angle of 03°45'49" an arc distance of 13.14 feet;

Thence N 06°41'16" E a distance of 20.88 feet to a point hereon referred to as **Point A**;

Thence N 06°41'16" E a distance of 108.38 feet to the beginning of a curve concave westerly having a radius of 200.00 feet;

Thence along said curve, through a central angle of 23°09'57" an arc distance of 80.86 feet to the beginning of a reverse curve concave easterly having a radius of 200.00 feet;

Thence along said curve, through a central angel of 11°30'13" an arc distance of 40.16 feet;

Thence a distance of 184.69 feet to the beginning of a curve concave easterly having a radius of 987.00 feet;

Thence along said curve, through a central angel of 03°17'21" an arc distance of 56.67 feet more or less feet to the said northerly Right of Way line as shown on said Record of Survey.

The side lines of said strip of land shall be lengthened or shortened as to terminate in the northerly and southerly lines of said parcel.

(Containing 9,020 Square feet, More or Less)

Parcel "B" (Haven Avenue – Drainage Easement)

That portion of said parcel lying within a strip of land 20 feet wide, lying 10 feet of each side of the following described line.

Beginning at said **Point A**

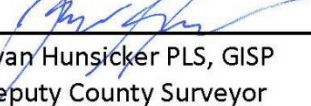
Thence S 67°06'26" W a distance of 73.20 feet to the point of terminus.

Excepting therefrom any portion of said strip lying within said **Parcel "A"**

(Containing 943 Square feet More or Less)

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



By:  11/15/2020
Ryan Hunsicker PLS, GISP Date
Deputy County Surveyor

| |
|----------------------|
| Job No. CPO 00154 |
| Prepared by RSH |

Exhibit M

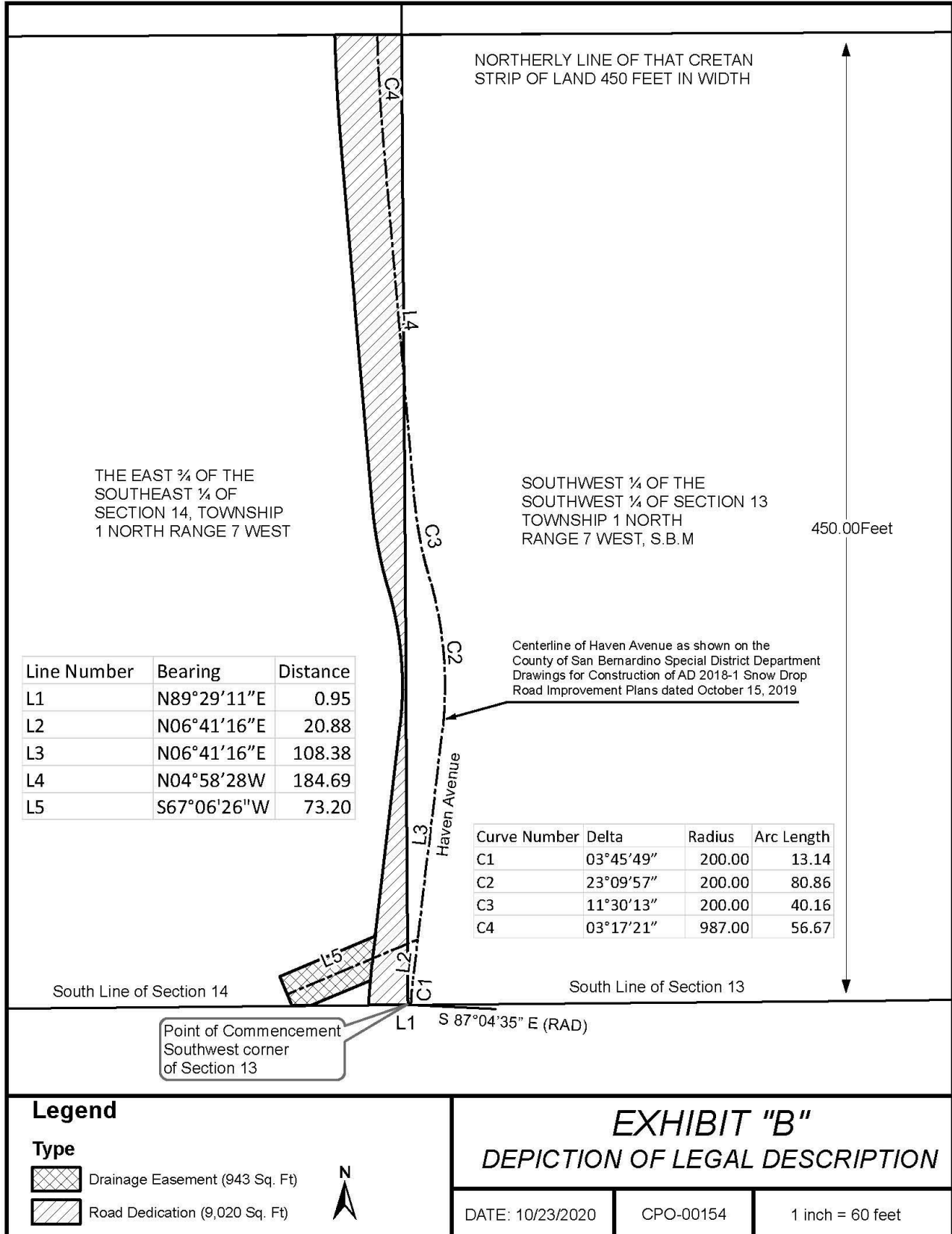


Exhibit N

RECORDING REQUESTED BY:

County of San Bernardino
 Special Districts Department
 222 W. Hospitality Lane, 2nd Floor
 San Bernardino, CA 92415-0450

WHEN RECORDED MAIL TO:

Same as above

RECORDER:

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

| | | |
|---|--|--|
| UNINCORPORATED AREA A.P.N. 0201-281-14 (ptn) | GRANT OF EASEMENT (Right of Way) | DOCUMENT TRANSFER TAX \$ 0.00 Dept. Code : 12000 (Special Districts) |
|---|--|--|

The undersigned grantor(s) declare(s):

DOCUMENTARY TRANSFER TAX \$0.00 Conveyance to Government Entity. R&T 11922

- 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 of

City of Los Angeles, a municipal corporation

hereby GRANT(S) to COUNTY SERVICE AREA 70, organized and existing pursuant to the laws of the State of California ("Grantee"), the following easement:

A permanent easement for roadway purposes, including but not limited to, road, slope, drainage, utility and associated improvements over, under and upon that certain real property situated in the County of San Bernardino, described as follows:

See Exhibit "A", Parcel "A" Legal Description, and Exhibit "B", Plat, attached hereto and made a part hereof.

By: _____ Dated: _____

| | |
|--|--|
| This is to certify that the interest in real property conveyed by the within instrument to the County of San Bernardino, a body corporate and politic of the State of California, is hereby accepted by the undersigned officer/agent on behalf of the Board of Supervisors pursuant to authority conferred by resolution of the Board of Supervisors adopted on March 27, 2012 and the Grantee consents to recordation thereof by its duly authorized officer/agent. By: _____ Date: _____ Terry W. Thompson, Director Real Estate Services Department | Township: _____ Range: _____ Section: _____ Geo Index: _____ Sect.: _____ Quad.: _____ Road Name(s) : <u>Snow Drop Road</u> Project: <u>Snow Drop Road Improvement Project</u> Work Order No. : _____ Parcel No. (s) : _____ A.P.N. (s) : <u>0201-281-14 (ptn)</u> |
|--|--|

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE

| | | |
|------|----------------------------------|--------------|
| Name | Not Applicable Street Address | City & State |
|------|----------------------------------|--------------|

Exhibit O

RECORDING REQUESTED BY:

County of San Bernardino
 Special Districts Department
 222 W. Hospitality Lane, 2nd Floor
 San Bernardino, CA 92415-0450

WHEN RECORDED MAIL TO:

Same as above

RECORDER:

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

| | | |
|---|---|--|
| UNINCORPORATED AREA A.P.N. 0201-281-14 (ptn) | GRANT OF EASEMENT (Drainage) | DOCUMENT TRANSFER TAX \$ 0.00 Dept. Code : 12000 (Special Districts) |
|---|---|--|

The undersigned grantor(s) declare(s):

DOCUMENTARY TRANSFER TAX \$0.00 Conveyance to Government Entity. R&T 11922

- 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 of

City of Los Angeles, a municipal corporation

hereby GRANT(S) to COUNTY SERVICE AREA 70, organized and existing pursuant to the laws of the State of California ("Grantee"), the following easement:

A permanent easement for drainage purposes over, under and upon that certain real property situated in the County of San Bernardino, described as follows:

See Exhibit "A", Parcel "B" & Parcel "C" Legal Description, and Exhibit "B", Plat, attached hereto and made a part hereof.

By: _____ Dated: _____

| | |
|--|--|
| This is to certify that the interest in real property conveyed by the within instrument to the County of San Bernardino, a body corporate and politic of the State of California, is hereby accepted by the undersigned officer/agent on behalf of the Board of Supervisors pursuant to authority conferred by resolution of the Board of Supervisors adopted on March 27, 2012 and the Grantee consents to recordation thereof by its duly authorized officer/agent. By: _____ Date: _____ Terry W. Thompson, Director Real Estate Services Department | Township: _____ Range: _____ Section: _____ Geo Index: _____ Sect.: _____ Quad.: _____ Road Name(s) : <u>Snow Drop Road</u> Project: <u>Snow Drop Road Improvement Project</u> Work Order No. : _____ Parcel No. (s) : _____ A.P.N. (s) : <u>0201-281-14 (ptn)</u> |
|--|--|

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE

Not Applicable

| | | |
|------|----------------|--------------|
| Name | Street Address | City & State |
|------|----------------|--------------|

Exhibit P

EXHIBIT "A"

That portion of a parcel, said parcel described as:

THAT PORTION OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 13, TOWNSHIP 1 NORTH RANGE 7 WEST, S.B.M., SITUATED IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED IN DEED RECORDED ON DECEMBER 21, 1973, IN BOOK 8333, PAGE 732, OF OFFICIAL RECORDS OF SAID COUNTY, LYING SOUTHERLY OF THE NORTHERLY LINE OF THAT CRETAN STRIP OF LAND 450 FEET IN WIDTH, DESCRIBED IN DEED RECORDED ON MARCH 23, 1935, IN BOOK 1048, PAGE 119, OF SAID OFFICIAL RECORDS, AND AS SAID CRETAN STRIP OF LAND, IS SHOWN ON RECORD OF SURVEY MAP RECORDED ON NOVEMBER 6, 1980, IN BOOK 41, PAGE 74, OF RECORDS OF SURVEY OF SAID COUNTY

Said portion described as follows:

Parcel "A" (Haven Avenue - Road Dedication)

That portion of said parcel lying within a strip of land 44 feet wide, lying 22 feet of each side of the following described line.

Commencing at the Southwest corner of said section 13;

Thence, along the south line of said section 13 N89°29'11"E a distance of 0.95 feet to the **True Point of Beginning**, said point also being a point on a non-tangent curve, concave easterly, having a radius of 200.00 feet, a radial bearing to said curve being S 87°04'35" E, said curve also being the centerline of Haven Avenue as shown on the County of San Bernardino Special District Department Drawings for Construction of AD 2018-1 Snow Drop Road Improvement Plans dated October 15, 2019;

Thence Leaving said south line of said section 13 northerly along said curve, through a central angle of 03°45'49" an arc distance of 13.14 feet;

Thence N 06°41'16" E a distance of 20.88 feet to a point hereon referred to as **Point A**;

Thence N 06°41'16" E a distance of 17.70 feet to a point hereon referred to as **Point B**;

Thence N 06°41'16" E a distance of 90.68 feet to the beginning of a curve concave westerly having a radius of 200.00 feet;

Thence along said curve, through a central angle of 23°09'57" an arc distance of 80.86 feet to the beginning of a reverse curve concave easterly having a radius of 200.00 feet;

Thence along said curve, through a central angel of 11°30'13" an arc distance of 40.16 feet;

Thence c a distance of 184.69 feet to the beginning of a curve concave easterly having a radius of 987.00 feet;

Thence along said curve, through a central angel of 03°17'21" an arc distance of 56.67 feet more or less feet to the said northerly Right of Way line as shown on said Record of Survey.

The side lines of said strip of land shall be lengthened or shortened as to terminate in the northerly and southerly lines of said parcel.

(Containing 13,189 Square feet, More or Less)

Parcel "B" (Haven Avenue – Drainage Easement)

That portion of said parcel lying within a strip of land 20 feet wide, lying 10 feet of each side of the following described line.

Beginning at said point A

Thence N 67°06'26" E a distance of 50.62 feet to the point of terminus.

Excepting therefrom any portion of said strip lying within said **Parcel "A"**

(Containing 506 Square feet More or Less)

Parcel "C" (Haven Avenue – Drainage Easement)

That portion of said parcel lying within a strip of land 5 feet wide, lying 5 feet northerly of the following described line.

Beginning at said **Point B**.

Thence S 83°19'04" E a distance of 31.20 feet to the point of terminus.

Excepting therefrom any portion of said strip lying within said **Parcel "A"** or said **Parcel "B"**

(Containing 12 square feet more or less)

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



| |
|----------------------|
| Job No. CPO 00154 |
| Prepared by RSH |


By:  11/15/2020
Ryan Hunsicker PLS, GISP Date
Deputy County Surveyor

Exhibit Q

