

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

San Bernardino County
Department of Public Works
County Surveyor's Office
825 East Third Street, Room 204
San Bernardino, California 92415-0850

RECORDER:

Exempt recording fees per Govt. Code 6103

UNINCORPORATED AREA	GRANT OF EASEMENT	DOCUMENT TRANSFER TAX \$ 0.00
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SEARLES VALLEY MINERALS, INC., a Delaware corporation, successor by merger and name change to NORTH AMERICAN CHEMICAL COMPANY, a Delaware corporation, hereby GRANT(S) to SAN BERNARDINO COUNTY, a body corporate and politic of the State of California, an EASEMENT FOR HIGHWAY and ROADWAY PURPOSES over, under and across the following described real property in said County:

SEE EXHIBIT "A" ATTACHED

and subject to the Conditions and Restrictions described in EXHIBIT "B" attached.

SEARLES VALLEY MINERALS, INC.,
a Delaware corporation

By: Dennis Cruise

Its: President

Date: 8/12/25

(DO NOT WRITE BELOW THIS LINE - FOR OFFICIAL USE ONLY)

~~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.~~

Date: _____

By: _____

~~Ryan Hunsicker, Survey Division
Chief /Deputy County Surveyor~~

Township: 25S Range: 43E Section: 8
Quad 1: 3.4 Quad 2: _____
Road Name(s): ARGUS AVENUE
Job No.: RD-2024-00111
Function: VOLUNTARY
Area: TRONA
A.P.N. (s): 0485-041-20 (ptn)

EXHIBIT "A"

That portion of a parcel, said parcel described as:

PORTION OF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 8 TOWNSHIP 25 SOUTH, RANGE 43 EAST, MOUNT DIABLO MERIDIAN COMMENCING AT INTERSECTION OF NORTHERLY TERMINUS OF THE EAST LINE OF ARGUS AVENUE AND THE NORTH LINE OF TRACT NO. 4352, THENCE ALONG THE NORTHLY PROLONGATION OF SAID EAST LINE NORTH 00°57' 30" EAST A DISTANCE OF 892.40 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 8; THENCE ALONG SAID NORTH LINE WESTERLY TO A POINT WHICH IS 320 FEET EAST OF THE WEST LINE OF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 8; THENCE PARALLEL WITH AND 320 FEET EAST OF SAID WEST LINE TO A POINT OF THE NORTHWEST CORNER OF LOT 10 OF TRACT NO. 4352; THENCE ALONG THE NORTHERLY LINE OF SAID TRACT EASTERLY TO POINT OF BEGINNING.

Said portion described as follows:

Parcel "A" (Argus Avenue)

That portion of said parcel lying easterly of a line that is parallel with and 50.00 feet westerly, measured at right angles, from the easterly line of said parcel.

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

By: Guy W. Winton 06/18/2024
Guy W. Winton, PLS 6738 Date
Deputy County Surveyor



Job No. RD-2024-00111
Prepared by GEG

EXHIBIT "B"

CONDITIONS AND RESTRICTIONS OF GRANT OF EASEMENT

1. Encumbrance of Fee Interest. Grantor may grant a mortgage, deed of trust, or other secured financing document, as the case may be, on Grantor's fee interest in the subject property, or otherwise encumber Grantor's fee interest, in and to the Easement area without Grantee's consent, but such mortgage, deed of trust, or other secured financing document shall be subject and subordinate to Grantee's rights hereunder.

2. Grantee's Duty to Maintain Easement. Grantee shall, at its sole and exclusive cost and expense, cause the Easement to be maintained and kept in good condition and state of repair, and in compliance with all laws, rules and regulations, orders, and ordinances of governmental agencies exercising jurisdiction thereover. Grantee may reasonably contract with other persons for the performance of some or all of such maintenance obligations, but shall bear final and full responsibility to Grantor for the performance of such obligations.

3. Excusable Delays/Force Majeure. Whenever performance is required of Grantee hereunder, Grantee shall use all due diligence to perform and take all necessary measures in good faith to perform; provided, however, that if completion of performance (other than the payment of money) shall be delayed at any time by reason of acts of God, war, civil commotion, riots, strikes, picketing, or other labor disputes, unavailability of labor or materials, or damage to work in progress by reason of fire or other casualty or causes beyond the reasonable control of Grantee, then the time for performance as herein specified shall be appropriately extended by the period of the delay actually so caused. Except as provided above, time is of the essence of this Grant of Easement and each and every provision hereof.

4. Indemnification. Each Party agrees to indemnify, defend (with counsel approved by the other ("Indemnitee")), and hold harmless the other and their authorized officers, employees, directors, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability (collectively "losses"), as follows:

- a) Grantee shall do so as to any losses attributable to the Easement being used as a road, except to the extent caused by a condition 1) in existence prior to the date of recordation of this Grant, or 2) caused by Grantor's gross negligence or willful misconduct whether occurring prior to or after the date of recordation of this Grant;
- b) Grantor shall do so as to any losses attributable to, and to the extent caused by 1) a condition in existence prior to the date of recordation of this Grant and which was not attributable to or caused by Grantee, or 2) Grantee's gross negligence or willful misconduct, whether occurring prior to or after the date of recordation of this Grant.

If the Parties are determined to be comparatively at fault for any claim, action, loss, or damage which results from their respective obligations under this Grant, each Party shall indemnify the other to the extent of its comparative fault as determined in a legal action in a forum of competent legal jurisdiction.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 San Bernardino)

On 12 Aug 2025 before me, Bridgett Nichole Cunningham, Notary
Date Here Insert Name and Title of the Officer
personally appeared Dennis Cruise
Name(s) of Signer(s)

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 Bridgett Nichole Cunningham
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Grant of Easement
Document Date: _____ Number of Pages: 5
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____



ACCEPTANCE CERTIFICATE

This is to certify that the interest in real property conveyed by the instrument within, to the San Bernardino County, a body corporate of the State of California, is hereby accepted by the Board of Supervisors pursuant to authority conferred by Board Agenda Item No. _____ on _____, 2025, by its Board of Supervisors and the grantee consents to recordation thereof by its duly authorized office/agent.

SAN BERNARDINO COUNTY

Dawn Rowe

Dawn Rowe, Chair, Board of Supervisors

Dated: SEP 09 2025

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
of the San Bernardino County



By

[Signature]

Deputy



Searles Valley Minerals

13200 Main St., Trona, CA 93562
P.O. Box 367, Trona, CA 93592-0367
(760) 372-2127

August 13, 2025

CERTIFIED MAIL

County Surveyor's Office
ATTN: Sam Ochoa
825 E. 3rd Street, RM 204
San Bernardino, CA 92415

Dear Mr. Ochoa:

Please find enclosed the signed original of the final version of the Grant of Easement from Searles Valley Minerals ("SVM") to the County for the TJUSD road.

Thank you for your assistance and patience as we navigated this process.

Best regards,

Audrey Schuyler
Manager, Searles Valley Services

Enclosure

Ecc: George Gutierrez
Cheryl McClung
Darik McCullar
Richard Pasquier
Ernest Riffenburgh