

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

**ORIGINAL**

Contract Number

**23-340**

SAP Number

## Board Governed County Service Area 70

|                                    |  |
|------------------------------------|--|
| Department Contract Representative | Terry W. Thompson, Director                |
| Telephone Number                   | (909) 387-5000                             |
| Contractor                         | Lake Arrowhead Community Services District |
| Contractor Representative          | Kathleen Field                             |
| Telephone Number                   | (909) 336-7117                             |
| Total Contract Amount              | N/A  |
| Cost Center                        | N/A  |
| GRC/PROJ/JOB No.                   |  |
| Internal Order No.                 |  |

**Briefly describe the general nature of the contract:** No cost Grant of Easement Agreement between San Bernardino County Service Area 70 D-1 (CSA) and Lake Arrowhead Community Service District (LACSD) for a 3,752 square foot easement for trail facilities purposes on LACSD-owned property (portion of Assessor' Parcel Number 0330-011-49). The easement will facilitate the day-to-day operations of the trailhead and other facilities at MacKay Park Trail by the CSA.

### FOR COUNTY USE ONLY

Approved as to Legal Form

► *John Tubbs II*

John Tubbs II,  
Deputy County Counsel

Date **5-23-23**

Reviewed for Contract Compliance

►

Date

Reviewed/Approved by Department

► *Brandon Ocasio*

Brandon J. Ocasio, Real Property Manager,  
RESO

Date **5/23/23**

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

COUNTY SERVICE AREA 70 ZONE D-1  
LAKE ARROWHEAD  
222 West Hospitality Ln, Second Floor  
San Bernadino CA 92415

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RECORD WITHOUT FEE SUBJECT TO GOVERNMENT CODE 27383 & 6103  
DOCUMENTARY TAX = \$0.00, AND CONVEYANCE  
TO GOVERNMENT ENTITY R & T 11922

### ***GRANT OF EASEMENT AGREEMENT***

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, LAKE ARROWHEAD COMMUNITY SERVICES DISTRICT, a public agency (Grantor), does hereby grant to COUNTY SERVICE AREA 70 D-1, a public agency, its successors and assigns (Grantee), a perpetual non-exclusive easement and right-of-way to construct, reconstruct, remove and replace, operate, inspect, maintain, repair, improve and relocate, walking trail facilities for pedestrian, bicycle and other non-motorized access in, on, over, under, upon, along, through and across the property hereinafter described, together with reasonable right of access to and from this easement for the purpose of exercising the rights granted herein.

Said easement shall be in, under, over and across that certain property situated in the County of San Bernardino, State of California, described in Exhibits A and B attached hereto and by this reference incorporated herein.

This easement shall include:

- (a) The temporary use of such adjacent strip or strips of land of Grantor as is necessary to install, operate, maintain, and repair the facilities as provided for under this easement; and
- (b) The right to enter upon and pass and repass over and along said strip or strips of land, and to deposit tools, implements and other materials thereon by Grantee, its officers, agents and employees, and by persons under contract to construct, install, operate, maintain, and repair said walking trail whenever and wherever necessary for the purpose of exercising the rights herein granted.

Grantor retains the right to the use of the land described herein except as to any use in derogation of the easement contained herein, and specifically agrees that no new or transplanted trees or shrubs shall be planted by Grantor thereon and no buildings, improvements or other structures of any kind will be placed, constructed or maintained over the real property described herein by Grantor except as expressly provided below.

The Grantee, and its contractors, officers, agents and employees shall have the right to trim or cut tree roots, or to otherwise remove any obstructions, as may endanger or interfere with its facilities and the exercise of its rights under this easement. Any work by Grantor, or anyone working through or under Grantor, affecting the surface or subsurface of the ground subject to this easement shall be performed only after giving written notice by certified mail, postage prepaid, addressed to Grantee at Grantee's office, setting forth the proposed changes in detail. Such notice is to be given to the Grantee at least fifteen (15) business days prior to commencement of such work. Notwithstanding the foregoing, the surface of the ground, with respect to the distance from the ground surface to the top of any pipes or other underground utilities, as of the date of this easement, shall not be changed by any party other than Grantor, if it results in:

- (a) "Cutting" or removing the soil which leaves less than thirty-six (36") inches of soil over the top of the pipe; and
- (b) "Hauling" in of soil or "filling" which will leave more than six (6") feet of soil over the top of any pipe.

Except as to sole gross negligence or willful misconduct of Grantor, Grantee agrees to indemnify, defend (with counsel approved by Grantor) and hold Grantor, its officers, officials, agents and employees, harmless from and against all claims, damages, losses, liability, cost or expense, including defense costs and attorney's fees, including, but not limited to, bodily injury, death, personal injury or property damage, which arise out of or are in any way connected with the performance of the activities by Grantee, its officers, officials, agents, employees and contractors, under this Grant of Easement Agreement, and the use of the herein walking trail, trail facilities and related improvements by the general public. Grantee shall also be responsible for any attorneys' fees Grantor incurs in the event Grantor has to file or defend any action in connection with this Grant of Easement Agreement. The parties expressly agree that any payment, attorney's fees, costs or expenses Grantor incurs or makes to or on behalf of an injured employee under Grantor's workers' compensation insurance coverage shall be included as a loss, expense or cost for the purpose of this indemnification provision, and that this indemnification provision shall survive the expiration or early termination of this Grant of Easement Agreement.

It is understood that the permanent easement and the rights-of-way above described shall be acquired subject to the rights of the Grantor, Grantor's successors, heirs and assigns, to use the real property within the boundaries of such easements and rights-of-way. However, Grantor shall not use said real property in a manner which could constitute an interference with the easement rights granted herein. It is understood that any use of the surface rights by Grantor, and Grantor's successors, heirs and assigns, shall be deemed a continuing permissive use allowed by Grantee, its successors, heirs and assigns, and each successor-in-interest of the Grantor, by acceptance of a conveyance of said property or interest therein, admits and agrees that any such use is a continuing permissive use. It is understood that each and every right and privilege hereby granted is free and alienable. Notwithstanding the foregoing, it is understood and agreed that this Grant of Easement Agreement shall not be construed as a grant of fee title.



IN WITNESS WHEREOF, this instrument has been executed this 24<sup>th</sup> day  
of April, 2023

COUNTY SERVICE AREA 70 D-1

By: *Dawn M. Rowe*

Name: Dawn M. Rowe

Title: **Chair, Board of Supervisors**

GRANTOR: LAKE ARROWHEAD  
COMMUNITY SERVICES DISTRICT

By: *Catherine Cerri*

Name: Catherine Cerri

Title: General Manager

# ACKNOWLEDGEMENT

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 } ss.

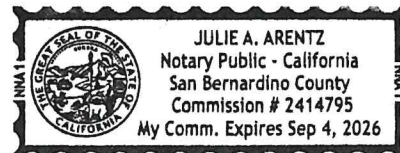
On May 9, 2023 before me, Julie A. Arentz,

Notary Public, personally appeared Dawn M. Rowe,  
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 signatures(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.

Julie A. Arentz  
Signature



(seal)

## OPTIONAL INFORMATION

Document Title

Date of Document

No. of Pages

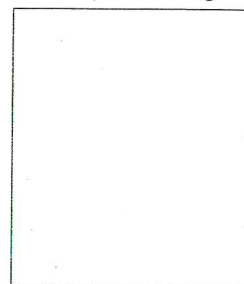
Thumbprint of Signer

Type of Satisfactory Evidence:

- ☐ Personally Known
- ☐ Paper Identification
- ☐ Credible Witness(es)

Capacity of Signer

- ☐ Trustee(s)
- ☐ Power of Attorney
- ☐ CEO / CFO / COO
- ☐ President / Vice President / Secretary / Treasurer
- ☐ Other: \_\_\_\_\_



☐ No print available

Other: \_\_\_\_\_

ALL CAPACITY ACKNOWLEDGMENT

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 April 24, 2023 before me, Kathleen Field, Notary Public  
(Date) (Name and title of the officer)

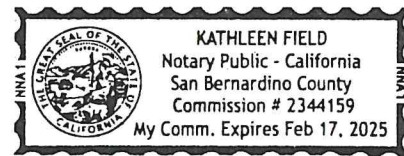
personally appeared Catherine Cerri  
(Name of person signing)

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.

Kathleen Field  
Signature of officer



(Seal)

## CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant of Easement Agreement dated 5/9/2023, 202\_, from LAKE ARROWHEAD COMMUNITY SERVICES DISTRICT, a public agency to COUNTY SERVICE AREA 70 D-1, a public agency, is hereby accepted by the undersigned duly appointed officers or agents on behalf of the Board of Supervisors pursuant to authority conferred by action of the Board of Supervisors at a meeting held on 5/9/2023 and the Grantee consents to the recordation thereof by its duly-authorized officers or agents.

COUNTY SERVICE AREA 70 D-1

DATED: MAY 09 2023

By: 



SEC. 14, T2N, R3W, S.B.M.  
MacKay Park Trail  
Hiking Trail Access Easement  
APN 0330-011-46

**EXHIBIT "A"**  
**ACCESS EASEMENT**

In the Unincorporated Territory, County of San Bernardino, State of California, being a portion of the Northeast Quarter of Section 14, Township 2 North, Range 3 West, San Bernardino Base and Meridian, of the official government plat thereof, and the lands of Lake Arrowhead Community Services District (LACSD) granted by Grant Deed recorded April 19, 2018, as Document No. 2018-0141670, Official Record of said county;

A parcel of land, being more particularly described as follows:

COMMENCING at the north quarter corner of said Section 14, being a 2" Iron Pipe and the beginning of that certain course being "North 89°49'16" East 1325.79'" as shown in Record of Survey No. 10-161, recorded in Record of Survey Book 149, Page 95, records of said county;

Thence along the north line of said Section 14 North 89°49'16" East 279.58 Feet to the northwesterly corner of the lands described in said LACSD Grant Deed and the TRUE POINT OF BEGINNING;

Thence along the westerly boundary of said LACSD Grant Deed South 58°05'02" West 89.16 Feet to the most westerly corner of said LACSD Grant Deed;

Thence continuing along said westerly boundary, South 25°04'59" East 35.25 Feet;

Thence leaving the said westerly boundary, North 58°05'02" East 73.74 Feet;

Thence North 46°59'46" East 58.97 Feet to the north line of said Section 14;


Thence along the north line of Section 14, South 89°49'16" West 44.98 Feet to the TRUE POINT OF BEGINNING.

The parcel of land contains 3,752 square feet more or less.

Attached hereto is a plat labeled Exhibit "B" and by this reference made a part hereof.



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

By:   
Samuel G. Ochoa, P.L.S. 9505  
Deputy County Surveyor

11/22/2022

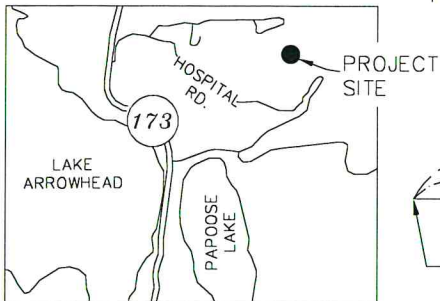
Dated

|                   |                     |
|-------------------|---------------------|
| Job No.<br>H15200 | Prepared By:<br>SGO |
|-------------------|---------------------|



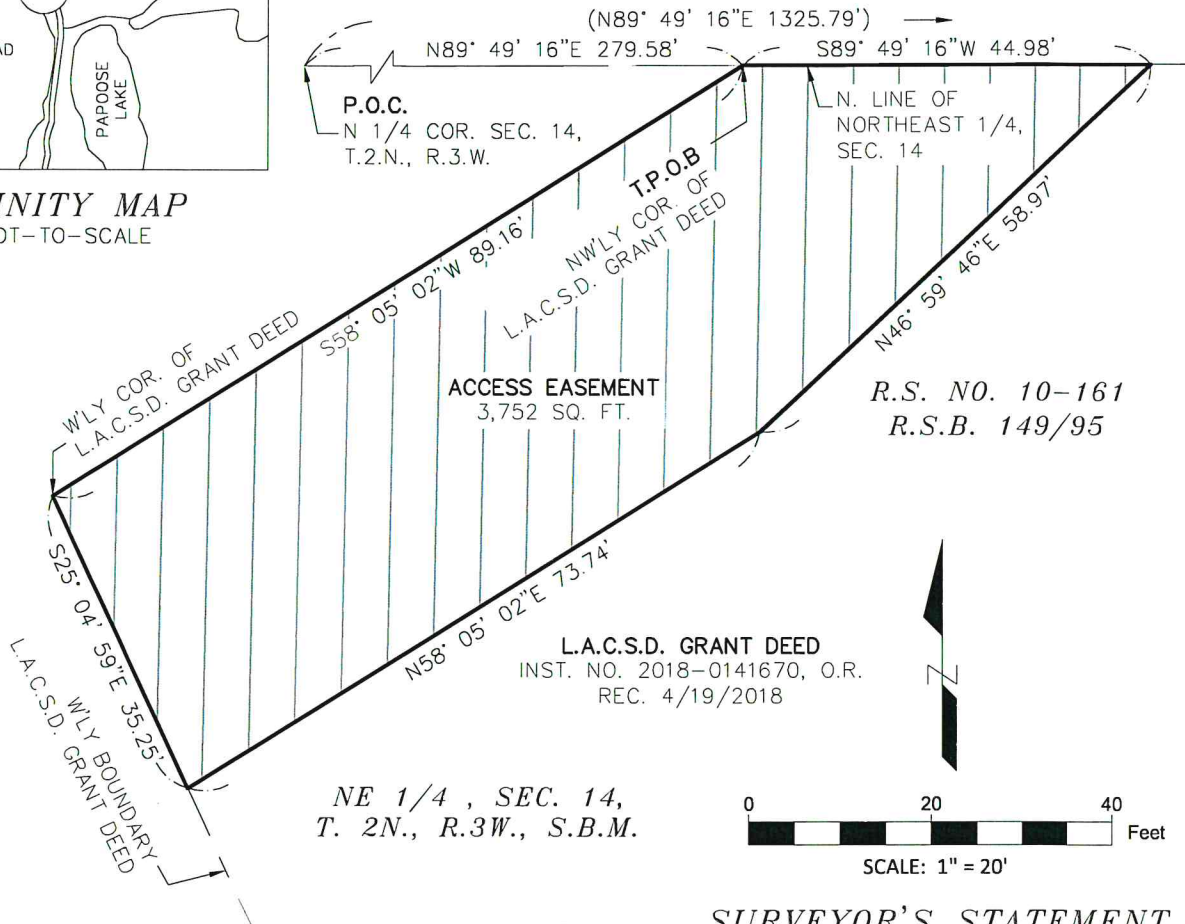
# EXHIBIT "B"

A PORTION OF NORTHEAST 1/4 OF SECTION 14,  
TOWNSHIP 2 NORTH, RANGE 3 WEST, S.B.M.

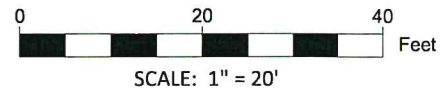


VICINITY MAP  
NOT-TO-SCALE

SE 1/4, SEC. 11,  
T. 2N., R.3W., S.B.M.



NE 1/4, SEC. 14,  
T. 2N., R.3W., S.B.M.



## BASIS OF BEARINGS

BASIS OF BEARINGS HEREON IS THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 3 WEST, S.B.M., AS SHOWN ON RECORD OF SURVEY NO. 10-161, R.S.B. 149/95, RECORDS OF SAN BERNARDINO COUNTY, BEING "N 89°49'16" E".

## NOTES

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



AREA OF ACCESS EASEMENT  
3,752 SQ. FT.



INDICATES RECORD DATA PER RECORD  
OF SURVEY NO. 10-161, R.S.B. 149/95

L.A.C.S.D. LAKE ARROWHEAD COMMUNITY SERVICE DISTRICT



## SURVEYOR'S STATEMENT

THIS LEGAL DESCRIPTION AND PLAT WAS PREPARED BY ME OR UNDER MY DIRECTION.

BY:   
SAMUEL G. OCHOA, PLS 9505  
DEPUTY COUNTY SURVEYOR

DATE: 11/22/2022

| W.O. No. | Parcel No.  | Owner                                     |
|----------|-------------|---|
| H15200   | 0330-011-46 | LAKE ARROWHEAD COMMUNITY SERVICE DISTRICT |

San Bernardino County  
Department of Public Works - Transportation

Easement  
**MACKAY PARK TRAIL**  
Lake Arrowhead  
San Bernardino County, CA