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

Contract Number 23-344

SAP Number

ORIGINAL

San Bernardino County
Flood Control District

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5000
Contractor	Town of Apple Valley
Contractor Representative	Mike Podegracz
Telephone Number	(760) 240-7000 ext. 7013
Contract Term	N/A
Original Contract Amount	$2,000.00
Amendment Amount	N/A
Total Contract Amount	$2,000.00
Cost Center	-
GRC/PROJ/JOB No.	38004283
Internal Order No.	-

Briefly describe the general nature of the contract: Town of Apple Valley is the lead agency for the Bear Valley Bridge Rehabilitation Project, and is delivering the Project, including acquiring on behalf of all three agencies the necessary property rights. Flood Control is granting two utility easements (one to County Service Area 64 (Spring Valley Lake) and the other to Southern California Edison Company), and one roadway easement, one access and maintenance easement, and one temporary construction easement to the Town of Apple Valley, all over a portion of San Bernardino County Flood Control District-owned Assessor's Parcel Number 0444-121-18, collectively totaling 2.99 acres (130,271 square feet) and located on the north side of Bear Valley Road.

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
▶ John Tubbs II	▶	▶ Brandon Ocasio
John Tubbs II, Deputy County Counsel		Brandon Ocasio, Real Property Manager, RESD
Date 5/16/23	Date	Date 5/16/23

PROJECT: Bear Valley Road Bridge over the Mojave River Rehabilitation
APN: 0444-121-18

AGREEMENT OF PURCHASE AND SALE AND ESCROW INSTRUCTIONS

This AGREEMENT of Purchase and Sale and Escrow Instructions ("Agreement") is entered into by and between the *TOWN OF APPLE VALLEY,* a California municipal corporation, herein called "Buyer" or "Town", and San Bernardino County Flood Control District, a body corporate and politic; herein called "Seller". Seller and Buyer are sometimes individually referred to as "Party" and collectively as "Parties."

RECITALS

A. Seller owns certain vacant real property located in the County of San Bernardino, bearing Assessor Parcel No. 0444-121-18, located in the Town of Apple Valley, and more particularly described in Exhibit "A", attached hereto and by this reference incorporated herein.

B. Buyer desires to acquire and purchase a SCE easement, CSA 64 (County) Easement, Temporary Construction Easement, Roadway Easement, and Access and Maintenance Easement as identified and shown on "Attachment 1", "Attachment 2", "Attachment 3", "Attachment 4", and "Attachment 5", attached hereto and made a part hereof (the "Easement Property") and Seller desires to sell the Easement Property.

C. Seller finds that the conveyance of the Easement Property will not substantially conflict or interfere with the use of the Easement Property owned by Seller, the Easement Property will not impair or diminish existing or probable future requirements for flood prevention and water conservation, and the conveyance of the Easement Property is authorized by the California Water Code, Uncodified Acts, Act 1060, §§ 2 and 6 and California Government Code §25526.6.

D. Permission is hereby granted to Town to enter upon Seller's land where necessary within the certain area shown in "Attachment 3," attached hereto and made a part hereof, for the construction of a bridge, sidewalk, and the temporary staging of construction equipment during the construction period.

E. This Temporary Construction Easement shall begin May 31, 2023, and terminate May 31, 2028.

F. Seller warrant(s) that they are owner(s) in fee simple of the property affected by this Agreement as described in Clause A above and that they have the exclusive right to grant the rights herein.

G. The parties desire by this Agreement to provide the terms and conditions for the purchase and sale of the Easement Property.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller and Buyer hereto agree as follows:

1. RECITALS. The recitals set forth above are true and correct and incorporated herein by this reference.

2. PURCHASE AND SALE.

Buyer agrees to buy, and Seller agrees to sell and convey the Easement Property for the purchase price and upon the terms and conditions set forth in this Agreement.

The total purchase price for the Easement Property shall be the sum of **TWO THOUSAND DOLLARS AND ZERO CENTS ($2,000.00)**. The purchase price shall be paid by Buyer to Seller in cash at the Close of Escrow. Buyer shall deposit prior to Close of Escrow the funds required in order to allow the Escrow to close.

3. ESCROW.

Within five (5) days of the execution of this Agreement by all Parties, the Parties shall open an escrow (the "Escrow") with *FIRST AMERICAN TITLE* (the "Escrow Holder"), for the purpose of consummating the purchase and sale of Seller's interest in the Easement Property as described herein. The Parties hereto shall execute and deliver to Escrow Holder such escrow instructions prepared by Escrow Holder as may be required to consummate the transaction contemplated by this Agreement.

The Escrow instructions shall not conflict with, amend, or supersede any provisions of this Agreement. If there is any inconsistency between such instructions and this Agreement, this Agreement shall control unless the Parties expressly agree otherwise in writing. The Escrow Instructions shall include the following terms and conditions of sale:

3.1 Close of Escrow.

Escrow shall close on or before Forty-Five (45) days following the execution of this Agreement (the "Close of Escrow"). If Escrow is not in a condition to close by the Close of Escrow, and the failure to close is due to unforeseen conditions of title or interest of third parties in the Easement Property that cannot be resolved in Escrow, then Buyer may, at its option, request the cancellation of Escrow and this Agreement, and request the return of any funds it has deposited into Escrow. Upon the cancellation of Escrow and return of Buyer's funds, all obligations and liabilities of the Parties under this Agreement shall cease and terminate. If no such request is made, Escrow shall be closed as soon as possible thereafter.

3.2 Condition of Title to Easement Property.

Seller shall convey its interests in the Easement Property to Buyer as evidenced by a CLTA Standard Form Policy or Binder of Title Insurance ("Title Policy") issued by *FIRST AMERICAN TITLE* (the "Title Company") in an amount equal to the purchase price. The Title Policy shall show as exceptions with respect to the Easement Property only matters approved in writing by Buyer. Notwithstanding the foregoing, any exceptions to title representing monetary liens or encumbrances are hereby disapproved by Buyer, and Escrow Holder is hereby authorized and instructed to cause the reconveyance, partial reconveyance, or subordination, as the case may be, of any such monetary exceptions to Buyer's title to the Easement Property at or prior to the Close of Escrow.

3.3 Possession and Use.

It is agreed and confirmed by the Parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject Easement Property by the Town, including the right to remove and dispose of improvements, shall commence on the date the amount of funds as specified in Clause 2 herein are deposited into the escrow controlling this transaction. The amount shown in Clause 2 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

3.4 Costs of Escrow and Title Policy and Closing Costs.

Buyer shall pay the cost of the Title Policy, the Escrow fees, and all other costs and expenses incurred herein.

3.5 Property Taxes and Assessments.

Because of Buyer's status as a public agency, no documentary transfer tax will be payable with respect to this conveyance, pursuant to California Revenue and Taxation Code Section 11922. Similarly, no recording fees will be payable with respect to the recording of the Grant Deed, pursuant to Government Code Section 27383.

To the extent that Seller has prepaid any taxes or assessments attributable to the Easement Property, Seller shall be solely responsible for obtaining any refund due thereon from the taxing authority. Upon written request, Buyer shall assist Seller, at Seller's sole cost, in obtaining said refund, if any; however, in no case shall Buyer credit or otherwise pay Seller for that refund, if any, through or outside of Escrow.

3.6 Deposit of Funds and Documents.

Prior to the Close of Escrow, Buyer shall deposit into Escrow (i) all Escrow and Closing Costs as described in Section 3.4 above; (ii) the purchase price to be paid to

Seller through Escrow; (iii) such other documentation as is necessary to close Escrow.

Prior to the Close of Escrow, Seller shall deposit into Escrow (i) the properly executed Grant Deed, which form is provided in Exhibit C, for the conveyance of Seller's interests in the Easement Property to Buyer; and (ii) such other documents and sums, if any, necessary to close Escrow in conformance herewith.

3.7 Buyer's Conditions Precedent to Close of Escrow.

The Close of Escrow and Buyer's obligation to both accept title to the Easement Property and furnish the Purchase Price are subject to the following conditions:

(a) All representations and warranties of Seller set forth in this Agreement shall be true and correct as of the date of the Close of Escrow; and

(b) Seller shall timely perform all obligations required by the terms of this Agreement to be performed by them.

3.8 Seller's Conditions Precedent to Close of Escrow.

For the benefit of Seller, the Close of Escrow shall be conditioned upon the timely performance by Buyer of all obligations required by the terms of this Agreement.

4. REPRESENTATIONS AND WARRANTIES OF SELLER.

Seller makes the following representations and warranties with respect to the Easement Property, each of which shall survive Close of Escrow:

A. Seller is the lawful owner in fee simple of the Easement Property and has the exclusive right to transfer ownership of the Easement Property, or any part thereof, to Buyer.

B. Seller has the legal right, power, and authority to enter into this Agreement, execute the instruments and documents referenced herein, and consummate the transactions contemplated hereby. Seller warrants that the person or persons executing this Agreement and such other instruments as may be referenced herein on behalf of Seller have the power, right, and authority to bind Seller.

C. The execution and delivery of this Agreement by Seller, Seller's performance hereunder, and the consummation of the transaction contemplated hereby will not constitute a violation of any order or decree or result in the breach of any contract or agreement to which Seller is at present a party or by which Seller is bound;

D. To Seller's knowledge, no litigation and no governmental, administrative or regulatory act or proceeding regarding the environmental, health and safety aspects of the Easement Property is pending, proposed or threatened;

E. Seller will not enter into any agreements or undertake any new

obligations prior to Close of Escrow which will in any way burden, encumber or otherwise affect its interests in the Easement Property without the prior written consent of Buyer;

F. Seller has and shall have paid, before Close of Escrow, Seller's pro rata share of all taxes and assessments levied and assessed against the Easement Property. If not paid prior to Close of Escrow, Seller hereby authorizes Escrow Holder to disburse to the taxing authority, from funds otherwise due to Seller, an amount sufficient to satisfy Seller's pro rata share of said taxes and/or assessments; and

G. Seller is aware of Seller's obligation under California Health and Safety Code Section 25359.7 to disclose any knowledge which they may have regarding any release of Hazardous Substances (as defined by applicable federal, state and local statutes, rules and regulations) upon or under the Easement Property. Seller warrants and represents to Buyer that Seller is not aware that any such Hazardous Substances have been generated, stored or disposed of upon or under the Easement Property.

H. The covenants, representations and warranties of Seller under this Section shall be true on and as of the Close of Escrow and shall survive the Close of Escrow. Seller shall defend, indemnify and hold Buyer harmless from and against any and all claims, liabilities, obligations, losses, damages, costs and expenses, including, without limitation, reasonable attorney's fees, court costs and litigation expenses, which Seller may reasonably incur or sustain by reason of or in connection with any misrepresentation made by Seller pursuant to this Section.

I. Seller represents and warrants to Buyer that no broker or finder has been engaged by Seller in connection with the transaction contemplated by this Agreement, or to Seller's knowledge is in any way connected with such transaction. Buyer represents and warrants to Seller that no broker or finder has been engaged by Buyer in connection with the transaction contemplated by this Agreement, or to Buyer's knowledge is in any way connected with such transaction. If any such claims for brokers' or finders' fees or commissions are asserted in connection with the negotiation, execution or consummation of this Agreement, then Buyer shall indemnify, save harmless and defend Seller from and against such claims if they shall be based upon any statement, representation or agreement made by Buyer, and Seller shall indemnify, save harmless and defend Buyer if such claims shall be based upon any statement, representation or agreement made by Seller. Buyer hereby discloses that Buyer's agent involved in the negotiation and execution of this Agreement (or his or her affiliate or employer) may be a licensed real estate broker or salesperson, but will not receive any brokerage commission in connection with the contemplated transaction.

5. REPRESENTATIONS AND WARRANTIES OF BUYER.

Buyer makes the following representations and warranties with respect to the Easement Property, each of which shall survive Close of Escrow:

A. BUYER has the legal right, power and authority to enter into this Agreement and the instruments and documents referenced herein, and to consummate the

transactions contemplated hereby. The persons executing this Agreement and such other instruments as may be referenced herein on behalf of BUYER hereby represent and warrant that such persons have the power, right and authority to bind BUYER.

B. BUYER has taken all requisite action and obtained all requisite consent in connection with entering into this Agreement and the instruments and documents referenced herein and the consummation of the transactions contemplated hereby, and no consent of any other party is required.

C. This Agreement is, and all instruments and documents to be executed by BUYER pursuant to this Agreement shall be, duly executed by and are or shall be valid and legally binding upon BUYER and enforceable against BUYER in accordance with their respective terms.

D. Neither the execution of this Agreement nor the consummation of the transaction contemplated hereby shall result in a breach of or constitute a default under any other agreement, document, instrument or other obligation to which BUYER is a party or by which BUYER may be bound, or under law, statute, ordinance, rule governmental regulation or any writ, injunction, order or decree of any court or governmental body applicable to BUYER.

6. ACKNOWLEDGMENT OF FULL BENEFITS AND RELEASE.

A. Through execution of this Agreement, Seller, on behalf of itself, its heirs, executors, administrators, successors and assigns, hereby acknowledges that this Agreement provides full payment for the acquisition of the Easement Property by Buyer, and Seller hereby expressly and unconditionally waives any claim for compensation for injury to the remainder ("severance damages"); pre-condemnation damages; claims for inverse condemnation; loss of goodwill and/or lost profits; loss or impairment of any "bonus value" attributable to any lease; damage to or loss of improvements pertaining to the realty; damage to or loss of machinery, fixtures, inventory, equipment and/or personal property; any right to repurchase, leaseback from Seller, or receive any financial gain from, the sale of any portion of the Easement Property, or challenge Buyer's adoption of a resolution of necessity, pursuant to Code of Civil Procedure sections 1245.245; any right to receive any notices pursuant to Code of Civil Procedure section 1245.245; any right to enforce any other obligation placed upon Seller pursuant to Code of Civil Procedure sections 1245.245, 1263.025 and 1263.615; any other rights conferred upon Defendants pursuant to Code of Civil Procedure sections 1245.245 and 1263.615 and 1263.025; and attorney's fees and costs. It being understood that this is a complete and full settlement of all acquisition claims, liabilities, or benefits of any type or nature whatsoever relating to or in connection with the acquisition of the Easement Property by Buyer. This release shall survive the Close of Escrow.

B. This Agreement arose out of Buyer's efforts to acquire the Easement Property through its municipal authority. Seller, on behalf of itself, its heirs, executors, administrators, successors and assigns, hereby fully releases Buyer, its successors, agents, representatives (including attorneys), and assigns, and all other persons and associations, known or unknown, from all claims and causes of action by reason of any

damage which has been sustained by Seller, or may be sustained by Seller, as a result of Buyer's efforts to acquire the Easement Property or to construct the works of improvement thereon, or any preliminary steps thereto. This Agreement does not, and shall not be construed to, require Seller to indemnify Buyer for damages which may arise as a result of Buyer's efforts to construct improvements on the Easement Property.

C. Seller hereby acknowledges that it either has consulted with legal counsel, or had an opportunity to consult with legal counsel, regarding the provisions of the California Civil Code section 1542, which provides as follows:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Seller acknowledges that it may have sustained damage, loss, costs or expenses which are presently unknown and unsuspected, and such damage, loss, costs or expenses which may have been sustained, may give rise to additional damage, loss, costs or expenses in the future. Nevertheless, Seller hereby acknowledges that this Agreement has been negotiated and agreed upon in light of that situation, and hereby expressly waives any and all rights which they may have under California Civil Code Section 1542, or under any statute or common law or equitable principal of similar effect.

This acknowledgment and release shall survive the Close of Escrow.

I HAVE READ AND UNDERSTOOD PARAGRAPH 6C

OR /_____ SELLER'S INITIALS

D. Upon the Close of Escrow, BUYER, on behalf of itself and its successors, waives and releases SELLER and its successors and assigns from any and all costs or expenses whatsoever (including, without limitation, attorneys' fees and costs), whether direct or indirect, known or unknown , foreseen or unforeseen, arising from or relating to any of the following matters and conditions relating to the Easement Property which exist as of the date of the applicable Close of Escrow: the physical condition of the Easement Property or any above ground or underground improvements thereon, the condition of the soils, the suitability of the soils for the improvement of any proposed project, or any law or regulation applicable thereto. Notwithstanding the preceding, the foregoing released claims shall specifically exclude any claims or other matters based upon (i) breach of any of SELLER's representations and warranties set forth in this Agreement or based upon SELLER's intentional fraudulent acts or omissions; (ii) breach of any of SELLER's obligations specifically provided in this Agreement to be performed after the Close of Escrow; and (iii) any Hazardous Materials deposited or placed in, at or under the Easement Property by SELLER in violation of applicable environmental laws.

E. BUYER expressly waives any rights or benefits available to it with respect to the foregoing release under any provision of applicable law which generally

provides that a general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time the release is agreed to, which, if known to such creditor, would materially affect a settlement. By execution of this Agreement, BUYER acknowledges that it fully understands the foregoing, and with this understanding, nonetheless elects to and does assume all risk for claims known or unknown, described in this section without limiting the generality of the foregoing:

The undersigned acknowledges that it has been advised by legal counsel and is familiar with the provisions of California Civil Code Section 1542, which provides as follows:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."
>
> The undersigned, being aware of this Code section, hereby expressly waives any rights it may have thereunder, as well as under any other statutes or Common law principles of similar effect.
>
> This acknowledgment and release shall survive the Close of Escrow.
>
> I HAVE READ AND UNDERSTOOD PARAGRAPH 6E
>
> Initials of BUYER: 

F. SELLER shall assist and cooperate with BUYER in endeavoring to remove title exceptions unacceptable to BUYER, but SELLER shall have no obligation to cause such objections to be removed or to expend any sums in such endeavor, except that SELLER shall remove all monetary liens and encumbrances created by or as a result of SELLER's activities.

7. REMEDIES.

In the event of a default under this Agreement by either Seller or Buyer, the rights of the non-defaulting Party will be as follows:

7.1 Seller Default.

If Seller defaults under this Agreement, then Buyer may, at Buyer's option, terminate this Agreement and the Escrow or initiate an action for specific performance of this Agreement, in addition to pursuing any other rights or remedies that Buyer may have at law or in equity. Upon such termination by Buyer, Seller, as the defaulting Party, shall pay all Escrow and Title company termination fees.

7.2 Buyer Default.

If Buyer defaults under this Agreement, then Seller may, at Seller's option, terminate the Escrow or pursue any rights or remedies that Seller may have at law or in equity. Upon such termination by Seller, Buyer, as the defaulting Party, shall pay all Escrow and Title company termination fees.

8. MISCELLANEOUS.

A. Notice. Any notice to be given or other document or documents to be delivered to either Party by the other hereunder may be delivered in person or may be deposited in the United States Mail in the State of California, duly registered or certified, with postage prepaid, and addressed as follows:

Seller: Department of PW, Special Districts
Attn: Moe Yousif
222 W Hospitality Lane, 2nd Floor
San Bernardino, CA 92415

And

San Bernardino County PW
Attn: Noel Castillo, PE 825
E 3rd St, Room 100
San Bernardino, CA 92415-0835

Buyer: Town of Apple Valley
Attn: Mike Podegracz,
Town Engineer
14955 Dale Evans Parkway
Apple Valley, CA 92307

Any notice or other document sent by registered or certified mail as aforesaid shall be deemed to have been effectively served or delivered at the expiration of twenty-four (24) hours following the deposit of said notice or other document in the United States mail.

B. Time of Essence. Time is of the essence with respect to each and every provision hereof.

C. Assignment. Neither this Agreement, nor any interest herein, shall be assignable by any Party without prior written consent of the other Party.

D. Governing Law and Venue. All questions with respect to this Agreement, and the rights and liabilities of the parties hereto, shall be governed by the laws of the State of California. Any and all legal actions sought to enforce this Agreement shall be brought in the courts of the County of San Bernardino.

E. Inurement. Subject to the restrictions against assignment as herein contained, this Agreement shall inure to the benefit of, and shall be binding upon, the

assigns, successors in interest, personal representatives, estates, heirs and legatees of each of the Parties hereto.

F. Attorney Fees. If any legal action is instituted to enforce any Party's rights hereunder, each Party shall bear its own costs and attorneys' fees, regardless of who is the prevailing Party.

G. Entire Agreement. This Agreement and the exhibits and attachments hereto contain the entire Agreement of the Parties hereto, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, between the Parties hereto, relating to the subject matter contained in this Agreement which are not fully expressed herein.

H. Additional Documents. All Parties hereto agree to execute any and all additional documents and instruments necessary to carry out the terms of this Agreement.

I. No Merger. All warranties, representations, acknowledgments, releases, covenants and obligations contained in this Agreement shall survive delivery and recordation of the Grant Deed.

J. Counterparts. This Agreement may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

K. Waiver. A waiver of any breach or default or failure to enforce any provision of this Agreement shall not operate as a waiver of a future breach of the same provision or any other provision of this Agreement.

L. Amendment/Modification. The terms of this Agreement may not be modified or amended except by a writing signed by all of the Parties hereto.

M. Severability. If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

N. No Obligation to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties to, any person or entity other than the Parties.

9. COUNTERPARTS

This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.

10. TITLE VI

The Parties to this contract shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete

the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 164, 49 C.F.R Section50.3.

No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this contract.

EXECUTED on the date or dates set forth below. This Agreement shall be effective as of the date signed by all Parties.

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 County of San Bernardino
By _____ Deputy

SELLER:
San Bernardino County Flood Control District, a body corporate and politic

By: Dawn Rowe
Dawn Rowe, Chair
Board of Supervisors

Title: _____

Date: MAY 23 2023

BUYER:
TOWN OF APPLE VALLEY

_____
Mike Podegracz, Town Engineer

Date: 4/11/23

ATTACHMENT A
TO AGREEMENT FOR PURCHASE AND SALE

DESCRIPTION OF PROPERTY

That portion of section 36, township 5 north, range 4 west, San Bernardino base and meridian, according to united states government township plat thereof, more particularly described as follows:

said land is bounded on the north by the northerly boundary line of said section 36. said land is bounded on the south by the southerly boundary line of said section 36. said land is bounded on the west by the easterly boundary of lots 79 through 91, inclusive, and lots 93 through 100, inclusive, of tract no. 8031, in the county of San Bernardino, state of California, as per plat recorded in book 105 of maps, page(s) 28 through 36 inclusive, records of said county.
said land is also bounded on the west by the easterly boundary of the following legal description:

that portion of the east ½ of section 35 and the west ½ of section 36, township 5 north, range 4 west, San Bernardino base and meridian, county of San Bernardino, state of California, according to the official plat of said land approved by the surveyor general March 19, 1856, described as follows:

beginning at the southeast corner of said section 35; thence west 1525.00 feet along the south line of said section 35; thence north 240.04 feet to the beginning of a tangent curve concave to the west having a radius of 500.00 feet; thence northwesterly 69.74 feet along the arc of said curve through a central angle of 8° 00' 00"; thence north 08° 00' 00" west, 701.33 feet to the beginning of a tangent curve concave easterly with a radius of 500.00 feet; thence northeasterly 165.81 feet along the arc of said curve through a central angle of 19° 00' 00"; thence north 11° 00' 00" east, 97.96 feet to the beginning of a tangent curve concave northwesterly with a radius of 500.00 feet; thence northeasterly 279.25 feet along the arc of a curve through a central angle of 32° 00' 00"; thence north 43° 00' 00" east; 100.00 feet to the beginning of a curve concave westerly with a radius of 350.00 feet; thence northwesterly 545.03 feet along the arc of said curve through a central angle of 89° 13' 20", to the beginning of a reverse curve concave easterly with a radius of 378.81 feet; thence northeasterly 761.79 feet along the arc of said curve through a central angle of 115° 13' 20"; thence north 69° 00' 00" east, 804.20 feet; thence south 19° 05' 00" east 746.00 feet; thence north 70° 55' 00" east, 460.00 feet; thence north 19° 05' 00" west 385.00 feet; thence north 01° 06' 03" east, 605.89 feet; thence north 41° 00' 00" east 446.78 feet; thence south 83° 10' 00" east 1414.55 feet; thence south 0° 05' 36" east, 2571.87 feet to the south line of said section 36; thence south 89° 54' 24" west, 1720 feet along said south line to the point of beginning;

except that portion thereof included within the land described in parcels 1 and 2 of the deed to the county of San Bernardino, recorded May 31, 1961, in book 5444, page 71 of official records of said county.

Said land is bounded on the east by the westerly boundary of lots 49, 292, K-K, L-L, M-M, N-N, O-O, Q-Q, R-R of tract no. 8032, in the county of San Bernardino, state of California, as per plat recorded in book 108 of maps, page(s) 1 through 13, inclusive, records of said county.

Said land is further identify as assessor parcel number 0444-121-18-0-000 as shown and depicted on the tax assessor map book 0444 page 12.

ATTACHMENT 1
TO AGREEMENT FOR PURCHASE AND SALE

SCE EASEMENT
(Attached Separately)

RECORDING REQUESTED BY

SOUTHERN CALIFORNIA EDISON COMPANY

WHEN RECORDED MAIL TO

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

GRANT OF EASEMENT

Location: Town of Apple Valley
A.P.N.: 0444-121-18
V&LM FILE: ACQ203557250
SCE Doc No.: 526472

DOCUMENTARY TRANSFER TAX $_____

_____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.
SIGNATURE OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME

Serial No. 73240A
Service Order: 801717268

Approved
Vegetation & Land Management

BY SF DATE 01/13/2023
SCE LAW Approved: MR

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, hereinafter called "Grantor", hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns, hereinafter called "Grantee", all those certain non-exclusive easements and rights of way to construct, use, maintain, alter, add to, enlarge, repair, replace, inspect, and/or remove, at any time and from time to time, electric lines, consisting of poles and towers made of various materials, "H" frame structures, guy wires and anchors, crossarms, wires and other fixtures and appliances and communication circuits with necessary appurtenances, both overhead and underground, (hereinafter referred to as "Grantee's System") for conveying electric energy to be used for light, heat, power, telephone and/or other purposes, in, under, on, over, along and across a strip of land twenty-five (25.00) feet wide, hereinafter described and designated as "Right of Way Strip," lying within that certain real property of the Grantor, situated in the County of San Bernardino, State of California, more particularly described on the Exhibit "C", attached hereto and by this reference made a part hereof.

The said Right of Way Strip 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.

Grantee shall have the right of assignment of this Grant of Easement and the rights contained herein, only in whole and only on the same terms and conditions, including but not limited to the use of the right of Way Strip.

Grantee acknowledges and agrees that any and all construction, alterations, additions, replacements, reconstructions, and removals of Grantee's System to be performed by Grantee at the Right of Way Strip, including (but not limited to) any underground work, shall be subject to Grantee's submission of detailed plans and Grantor's prior written approval within 14 days, which shall not be unreasonably withheld, except in the event of an emergency that is life threatening, shall cause imminent and substantial damage to Grantee's System, or causes an imminent and substantial power outage, and is not applicable to routine maintenance and patrolling; in which event, Grantee shall promptly provide notice to Grantor following said emergency. Grantor has approved the initial installation of Grantee's System submitted by Grantee pursuant to Grantor permit No FCSUR-2022- 00003. At Grantee's sole expense, Grantee shall secure and maintain all applicable permits and approvals from appropriate local, state and federal agencies for Grantee's System and Grantee's use of the Right of Way Strip and Grantee shall comply with all applicable laws and regulations

concerning Grantee's System and Grantee's use of the Right of Way Strip. At all times and at Grantee's sole cost and expense, Grantee shall maintain the Right of Way Strip in as good a condition as existed on the Effective Date and pay any and all applicable taxes levied by any government agency against Grantee's interest in the Right of Way Strip or Grantee's System thereon. Any damage caused by Grantee or its contractors, agents, and employees in its use of the Right of Way Strip shall be promptly repaired by Grantee at Grantee's sole cost and expense to their condition existing immediately prior to such damage.

Grantee shall have the right to access the Right of Way Strip per the Grant of Easement (Access & Maintenance) recorded on _____ as Instrument number _____ of Official Records, in the Office of the San Bernardino County Recorders.

Grantor hereby also grants to Grantee, its successors and assigns, and its and their contractors, agents, and employees, the right to clear and to keep clear said Right of Way Strip, free from explosives, buildings, equipment, brush, combustible material and any and all other obstructions of any kind (except for those herein provided) and the right to trim or remove any tree or shrub which in the opinion of Grantee, may endanger said electric lines or any part thereof or interfere with the exercise of the rights herein granted.

Grantor reserves for Grantor and Grantor's successors and assigns, across (but not longitudinally along) said Right of Way Strip, rights for (1) underground water pipelines, (2) farm, grazing or pasture fences, and (3) roads, provided, however, that the exercise of such rights does not interfere with or endanger, in the reasonable opinion of Grantee, the operation or maintenance of the electric lines of Grantee, or Grantee's ready access to its said electric lines, or the exercise of any of the rights herein granted to Grantee.

The Grant of Easement is subject to all permits, agreements, licenses, leases, easements, reservations, restrictions, conditions, covenants, encumbrances, liens, right of ways, and claims of title which may affect Grantor's real property, whether recorded or not ("Encumbrances"). Grantor, to the best of its knowledge as of the Effective Date, and without any duty of inquiry or investigation, is unaware of any unrecorded Encumbrances. The use of the word "grant,, herein shall not imply any warranty on the part of the Grantor with respect to the Right of Way Strip or this Grant of Easement. This Grant of Easement is further subject to Grantors right to use the Right of Way Strip for Grantor's operations and Grantor expressly reserves for itself and its successors and assigns, the continuing right to use the Right of Way Strip or to grant other easements or licenses at the same location so long as such use(s) do not unreasonably interfere with the rights herein granted.

This Grant of Easement is given on the express condition that that Grantor is to be free from all liability by reason of injury or death to persons or damage to property or damages of any kind, from whatever cause arising from the exercise of Grantee's rights set forth herein, or any acts or omissions, negligence, or intentional misconduct of Grantee or any third parties acting on behalf of Grantee. Grantee hereby agrees to indemnify, defend (with counsel reasonably approved by Grantor) and hold harmless Grantor, San Bernardino County, and their authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Grant of Easement from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by Grantor on account of any claim arising out of Grantee's exercise of the rights granted hereunder or any acts or omissions, negligence, or intentional misconduct of Grantee or Grantee's contractors, agents, and employees except where such indemnification is prohibited by law. Grantee's indemnification obligation herein shall survive for four (4) years after the termination of this Grant of Easement.

In the event of use of the Right of Way Strip is abandoned by Grantee, this Grant of Easement shall terminate, and Grantee shall thereupon, without cost to Grantor, restore the Right of Way Strip to a condition as near as possible to that which existed on the Effective Date, and deliver to Grantor a

quitclaim of Grantee's rights under this Grant of Easement. Non-use of the Right of Way Strip for a period of ten (10) years or more and/or failure to construct all or any portion of the Grantee's System within ten (10) years from the Effective Date shall constitute conclusive evidence of such abandonment.

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally, sent by overnight delivery, or sent by postage prepaid, first-class United States mail, certified or registered, return receipt requested. Notices shall be deemed delivered upon the earlier of: (i) actual receipt if personally delivered; or (ii) the date of delivery or refusal of the addressee to accept delivery if such notice is sent by overnight delivery or by postage pre-paid, first-class United States mail, certified or registered, return receipt requested.

Grantor:	San Bernardino County Flood Control District 825 East Third Street San Bernardino, CA 92415-0835 Attention: Chief Flood Control Engineer
Grantee:	Southern California Edison Company 2 Innovation Way, 2nd Floor Pomona, CA 91768 Attn: Land Management- Eastern Region

The terms, covenants and conditions of this Grant of Easement shall bind and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its officers thereunto duly authorized, this __ day of _____, 2023 (the "Effective Date").

SAN BERNARDINO COUNTY FLOOD
CONTROL DISTRICT,
a body corporate and politic

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 _____

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 "A"
LEGAL DESCRIPTION
SERIAL NO. 73240A
APN: 0444-121-18

25' WIDE OVERHEAD TRANSMISSION EASEMENT

THAT PORTION OF THE WEST ½ OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL MARCH 19, 1856, SAID LAND IS BOUNDED ON THE SOUTH BY THE SOUTHERLY SAID SECTION LINE AND ON THE WEST BY THE EASTERLY BOUNDARY AS DESCRIBED IN A DEED RECORDED IN BOOK 5775, PAGE 258, OFFICIAL RECORDS OF SAID COUNTY, ON THE EAST BY THE WESTERLY BOUNDARY OF TRACT NO. 8032, AS PER PLAT RECORDED IN BOOK 108 OF MAPS, PAGES 1 THROUGH 13, INCLUSIVE, RECORDS OF SAID COUNTY, SAID PORTION IS DESCRIBED AS FOLLOWS:

A STRIP OF LAND 25 FEET IN WIDTH BEING 12.50 FEET ON EACH SIDE, MEASURED AT RIGHT ANGLES TO THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 36 AS ESTABLISHED BY SAID TRACT NO. 8032;

THENCE NORTH 89°09'11" EAST, A DISTANCE OF 584.45 FEET ALONG THE SOUTH LINE OF SAID SECTION AS ESTABLISHED BY SAID TRACT NO. 8032;

THENCE NORTH 00°50'49" WEST, A DISTANCE OF 30.50;

THENCE NORTH 89°09'11" EAST, A DISTANCE OF 500.34 FEET;

THENCE NORTH 65°40'58" EAST, A DISTANCE OF 141.69 FEET;

THENCE SOUTH 89°49'05" EAST, A DISTANCE OF 505.33 FEET TO A POINT ON SAID EASTERLY BOUNDARY AND THE **TRUE POINT OF BEGINNING** OF SAID STRIP;

THENCE SOUTH 89°49'05" EAST, A DISTANCE OF 476.37 FEET;

THENCE SOUTH 38°00'21" EAST, A DISTANCE OF 73.16 FEET, TO THE POINT OF TERMINATION THAT IS 11.00 FEET NORTHERLY OF THE SOUTH LINE OF SAID SECTION.

THE SIDES OF ABOVE DESCRIBED STRIP SHALL BE PROLONGED OR SHORTENED SO AS TO BEGIN ON SAID EASTERLY BOUNDARY AND TERMINATE 11.00 FEET NORTHERLY OF THE SOUTH LINE OF SAID SECTION.

SERIAL NO. 73240A

CONTAINING 13,738 SQUARE FEET (0.32 ACRES), MORE OR LESS.

SEE EXHIBIT "B" ATTACHED HERETO AND MADE APART HEREOF.

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

LUDWIG ENGINEERING ASSOCIATES, INC.
PREPARED BY ME OR UNDER MY SUPERVISION

Glen L Ludwig 11-16-22

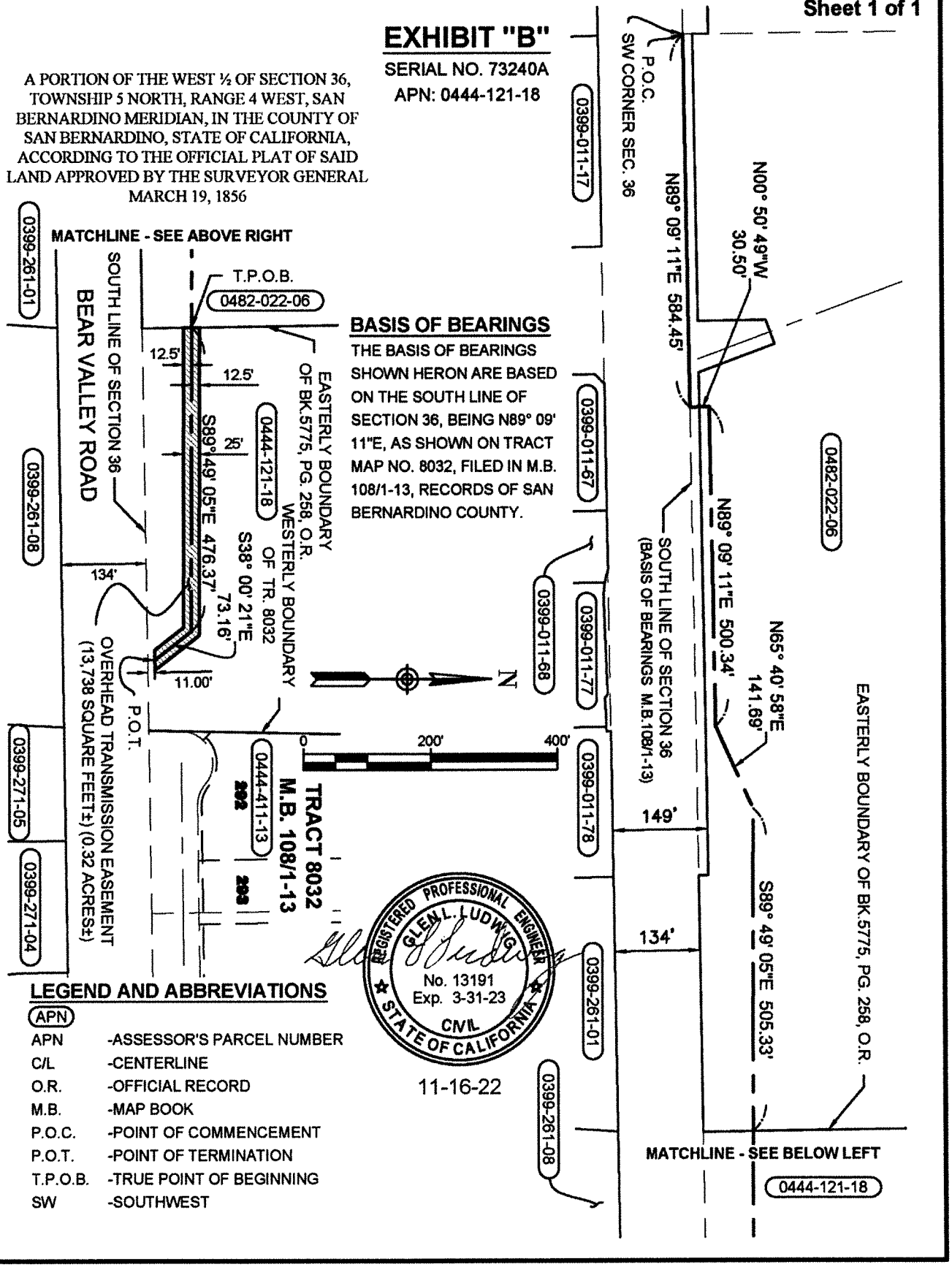
Glen L Ludwig, RCE 13191 Date



EXHIBIT "B"

SERIAL NO. 73240A
APN: 0444-121-18

A PORTION OF THE WEST ½ OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL MARCH 19, 1856



BASIS OF BEARINGS

THE BASIS OF BEARINGS SHOWN HERON ARE BASED ON THE SOUTH LINE OF SECTION 36, BEING N89° 09' 11"E, AS SHOWN ON TRACT MAP NO. 8032, FILED IN M.B. 108/1-13, RECORDS OF SAN BERNARDINO COUNTY.

LEGEND AND ABBREVIATIONS

(APN)	
APN	-ASSESSOR'S PARCEL NUMBER
C/L	-CENTERLINE
O.R.	-OFFICIAL RECORD
M.B.	-MAP BOOK
P.O.C.	-POINT OF COMMENCEMENT
P.O.T.	-POINT OF TERMINATION
T.P.O.B.	-TRUE POINT OF BEGINNING
SW	-SOUTHWEST

REGISTERED PROFESSIONAL ENGINEER
GLEN L. LUDWIG
No. 13191
Exp. 3-31-23
CIVIL
STATE OF CALIFORNIA

11-16-22

PROJECT LOCATION & NAME: V:\drawg\DOKKEN ENGINEERING\Add Tops Files\New Level\North Easements Files.dwg, PLOT TIME: Wednesday, November 16, 2022 8:29:33 AM, LAYOUT: 0444-121-18 SCE PLOT STYLE: NCS.ctb Standard.stb

Grant of Easement
San Bernardino County Flood Control District to
S.C.E. Co., a corp.
Serial No.: 73240A
V&LM File No.: ACQ203557250

Exhibit "C" Legal
Description
Lands of the Grantor

THAT PORTION OF THE HEREINAFTER DESCRIBED PROPERTY LYING WITHIN THE BOUNDARIES OF THOSE PARCELS OF LAND CONVEYED TO BOISE CASCADE PROPERTIES, INC., BY DEED RECORDED JUNE 25, 1969, IN BOOK 7256, PAGE 460, OFFICIAL RECORDS, IN THE CITY OF APPLE VALLEY, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

THOSE PORTIONS OF SECTIONS 23, 25, 26 AND 36, TOWNSHIP 5 NORTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL MARCH 19, 1856, AND DESCRIBED IN DEED RECORDED IN BOOK 3089, PAGE 179, OFFICIAL RECORDS, AND MORE PARTICULARLY DESCRIBED AS A STRIP OF LAND 1250.00 FEET WIDE, BEING 625.00 FEET ON EACH SIDE OF MEASURED AT RIGHT ANGLES TO THE FOLLOWING DESCRIBED CENTER LINE:

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF SAID SECTION 36, AS SHOWN ON MAP OF RECORD OF SURVEY RECORDED IN BOOK 27, PAGES 7 AND 8 OF RECORDS OF SURVEY, RECORDS OF SAN BERNARDINO COUNTY, DISTANT THEREON NORTH 89° 09' 11" EAST, 1725.13 FEET FROM THE SOUTHWESTERLY CORNER THEREOF, SAID POINT OF BEGINNING BEING IN A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 4250.00 FEET, A RADIAL LINE OF SAID CURVE TO SAID POINT BEARS SOUTH 88° 48' 31" EAST, THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 0° 02' 18", A DISTANCE OF 2.84 FEET; THENCE TANGENT TO SAID CURVE NORTH 1° 09' 11" EAST, 1376.69 FEET TO BE BEGINNING OF A TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 10,000 FEET; THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 4° 21' 18", A DISTANCE OF 760.09 FEET; THENCE TANGENT TO SAID CURVE NORTH 3° 12' 07" WEST, 737.56 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 10,000 FEET; THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 2° 28' 07", A DISTANCE OF 430.85 FEET; THENCE TANGENT TO SAID CURVE NORTH 0° 44' 00" WEST, 659.16 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2,950 FEET; THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 22° 23' 33", A DISTANCE OF 1152.93 FEET; THENCE TANGENT TO SAID CURVE NORTH 21° 39' 33" EAST, 469.57 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 2950.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 34° 23' 12", A DISTANCE OF 1770.47 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OR 3084.56 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 21° 26' 42", A DISTANCE OF 1154.51 FEET; THENCE TANGENT TO SAID CURVE NORTH 34° 10' 21" WEST, 1476.52 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 3500.00 FEET; THENCE NORTHWESTERLY ALONG, SAID CURVE, THROUGH A CENTRAL ANGLE OF 18° 23' 12", A DISTANCE OF 1123.18 FEET; THENCE TANGENT TO SAID CURVE NORTH 15° 47' 09" WEST, 9.26 FEET TO A POINT IN THE NORTHERLY LINE OF SAID SECTION 25, DISTANT THEREON NORTH 89° 17' 38" EAST, 582.62 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 26, AS SHOWN ON SAID MAP OF RECORD OF SURVEY.

THE SIDE LINES OF SAID STRIP OF LAND SHALL BE PROLONGED OR SHORTENED AS NECESSARY SO AS TO TERMINATE AT THE LIMITS OF SAID LAND DESCRIBED IN SAID DEED.

ATTACHMENT 2
TO AGREEMENT FOR PURCHASE AND SALE

CSA 64 (COUNTY) EASEMENT
(Attached Separately)

Recording Requested By: San Bernardino County Department of Public Works Special Districts – CSA 64 222 W Hospitality Lane, Second Floor San Bernardino, California 92415 **Mail To:** Same as above Record without fee subject to Gov't Code 6103		
Project: Bear Valley Rd. Bridge No.: 4.101.1E Parcel No.: 344 Dept. Code: 11600	**EASEMENT DEED** **UTILITY EASEMENT**	D.P. No.: N / A APN: 0444-121-18 Date: December 21, 2022

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: [FILL IN]

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the **SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT**, a body corporate and politic, hereinafter referred to as "**Grantor**", does hereby **grant** to the **SAN BERNARDINO COUNTY SERVICE AREA 64,** hereinafter referred to as "**Grantee**", a perpetual non-exclusive easement and right of way (hereinafter "easement" or "grant") to install, construct, enlarge, survey, reconstruct, remove and replace, operate, maintain, repair, improve and relocate underground pipeline(s) and necessary devices and appurtenances thereto ("Pipelines"), including, without limitation, appurtenances such as culverts, slopes, embankments, curbs and sidewalks and utilities located on a certain portion ("**Easement Property**") of **Grantor's** real property ("**Fee Property**") situated in the County of San Bernardino, State of California and more particularly described in **Exhibit "A"**, Legal Description attached hereto and made a part hereof, and shown on **Exhibit "B"**, Plat, attached hereto and made a part hereof.

This easement is granted subject to all permits, agreements, licenses, leases, easements, reservations, restrictions, terms, conditions, covenants, encumbrances, liens and claims of title which may affect said **Easement Property**. The use of the word "grant" herein shall not imply any warranty on the part of the **Grantor** with respect to the **Easement Property**.

Mail Tax Statement As Directed Above

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

1. This easement is subject to the **Grantor's** superior right to use the **Easement Property,** and **Grantor** reserves to itself and its successors and assigns a continuing right to use and make any improvements to the **Easement Property** for **Grantor's** use. All of said easement rights are non-assignable and are to be exercised solely by **Grantee.** The **Easement Property** shall revert back to **Grantor** in the event **Grantee** is dissolved or is annexed by another local agency. Such reversion shall not affect the prior rights, if any, possessed by **Grantee** in its pre-existing waterline easement located in the road right of way.

2. **Grantor** may grant further permits, agreements, licenses, leases, easements, reservations, restrictions, terms, conditions, covenants, encumbrances, liens, or other rights over the **Easement Property** (or portions thereof) for the benefit of other entities not parties to this grant, provided that such further grants do not materially and adversely interfere with **Grantee's** use of the **Easement Property**, as determined by **Grantor** in its sole discretion.

3. Prior to commencing the construction or replacement of **Grantee's** Pipelines, and appurtenances pursuant to this grant, **Grantee** shall submit all plans for the excavation, construction, installation, removal, and replacement of such improvements to **Grantor** for **Grantor's** review and approval with **Grantor** to issue to **Grantee** a permit if such plans are approved by **Grantor** in **Grantor**'s sole discretion. The existence of **Grantee**'s street, highway, road and/or bridge and attendant easement does not give **Grantee** any rights to do further work of any type within the **Easement Property** without first obtaining additional permit(s) from **Grantor** pursuant to the above-stated requirements and conditions.

4. **Grantee** shall be responsible for securing and maintaining all necessary permits and approvals from other appropriate local, state and federal agencies for its use of the **Easement Property**, and **Grantee** shall comply with all applicable laws and regulations concerning the construction of the Pipelines and its use of **Easement Property**.

5. Any Pipelines constructed by or on behalf of **Grantee** on the **Easement Property** shall be designed to not interfere with or impede **Grantor's** conveyance of storm water or **Grantor's** flood control improvements, if any, now existing or later installed on the **Easement Property** by **Grantor**. **Grantee's** construction of its Pipelines shall be in accordance with the plan approved by **Grantor** in accordance with paragraph 3 and must further meet all applicable construction standards and applicable laws,

6. **Grantee** shall not change the existing grade, modify the topography, or impede or diminish the floodwater conveyance capacity of the **Easement Property or the Fee Property** without prior written consent of **Grantor** (in **Grantor's** sole discretion).

7. **Grantee** shall at all times, and at its sole cost and expense, maintain the **Easement Property** and its Pipeline improvement project constructed (or caused to be constructed) by **Grantee** and/or its agents in good condition and repair, and free of trash, debris weeds and unauthorized uses. **Grantee** shall perform all necessary maintenance associated with the entire Pipeline improvement project and appurtenant structures constructed within the **Easement Property** and shall remove graffiti, and any unauthorized uses or encroachments within or on any part of its appurtenances, as well as performing all necessary weed abatement work within the **Easement Property**.

8. **Grantor** shall at all times have free and clear access through and over the **Easement Property** (except as temporarily approved by **Grantor** during periods of **Grantee's** construction and/or maintenance).

9. Any costs incurred by **Grantor** for **Grantor's** use of the **Easement Property**, including (but not limited

to) any costs incurred by **Grantor** for the construction, reconstruction, maintenance, and use of any **Grantor** flood control improvements, if any, now existing or later installed on the **Easement Property** or the **Fee Property** attributable to the presence of **Grantee's** Pipelines shall be borne by **Grantee**, at **Grantee's** sole cost. In the event that **Grantor** requires that **Grantee's** Pipelines located on the **Easement Property** be relocated, modified, or protected due to **Grantor's** existing or future use of the **Easement Property** or the **Fee Property**, **Grantee** shall promptly relocate, modify, or protect **Grantee's** Pipelines as directed by **Grantor** and **Grantee** shall bear, at its sole expense, all such relocation, modification and protection costs. **Grantee** shall pothole its facilities and provide such information to **Grantor** upon **Grantor's** request, or **Grantor** shall perform such potholing at **Grantee's** expense. Notwithstanding anything to the contrary in this paragraph, prior to relocation, modification or protection of **Grantee's** Pipelines except in cases of emergency as determined by **Grantor** in its sole discretion when no prior notice is required, **Grantor** shall provide **Grantee** with written notice and 2 years to complete any required relocation, modification or protection within the **Easement Property**.

10. **Grantor** shall not be required to contribute any part of the costs associated with **Grantee's** street, highway, road and/or bridge on the **Easement Property** and furthermore, if **Grantor** is included in an assessment district to pay such costs, **Grantee** shall promptly reimburse **Grantor** for any assessment therefore levied upon it upon **Grantor** demand.

11. **Grantee** agrees to indemnify, defend (with counsel reasonably approved by **Grantor**) and hold harmless the **Grantor, San Bernardino County,** and their authorized officers, employees, agents and volunteers (**Indemnitees**) from any and all claims, actions, losses, damages, and/or liability arising out of this grant of easement from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by **Grantor, said County** or **Indemnitees** on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of **Grantor, said County** or **Indemnitees**. The **Grantee's** indemnification obligation applies to **Grantor's, said County's and Indemnitees'** "active" as well as "passive" negligence but does not apply to the **Grantor's, said County's** or **Indemnitees'** "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

12. **Grantee** agrees to comply with the following insurance requirements (for the purpose of this paragraph, **Grantor** shall be deemed to include **San Bernardino County**):

A. Additional Insured - All policies, except for the Workers' Compensation policy, shall contain endorsements naming the **Grantor** and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of this easement. The additional insured endorsements shall not limit the scope of coverage for the **Grantor** to vicarious liability but shall allow coverage for the **Grantor** to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

B. Waiver of Subrogation Rights - **Grantee** shall require the carriers of required coverages to waive all rights of subrogation against the **Grantor**, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit **Grantee** and **Grantee's** employees or agents from waiving the right of subrogation prior to a loss or claim. **Grantee** hereby waives all rights of subrogation against the **Grantor**.

C. Policies Primary and Non-Contributory - All policies required herein are to be primary and noncontributory with any insurance or self-insurance programs carried or administered by the **Grantor.**

D. Severability of Interests - **Grantee** agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross-liability exclusions that

preclude coverage for suits between **Grantee** and the **Grantor** or between the **Grantor** and any other insured or additional insured under the policy.

E. Proof of Coverage - **Grantee** shall furnish Certificates of Insurance to **Grantor** evidencing the insurance coverage, including endorsements, as required, prior to **Grantee's** execution of this easement document, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to **Grantor**, and **Grantee** shall maintain such insurance throughout the term of the easement. Within fifteen (15) days of the **Grantee's** acceptance of this easement, **Grantee** shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

F. Acceptability of Insurance Carrier - Unless otherwise approved by the San Bernardino County Department of Risk Management (hereinafter "Risk Management"), insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

G. Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of $10,000 shall be declared to and approved by Risk Management.

H. Failure to Procure Coverage - In the event that any policy of insurance required under this easement does not comply with the requirements, is not procured, or is canceled and not replaced, the **Grantor** has the right but not the obligation or duty to obtain insurance if it deems necessary and any premiums paid by the **Grantor** will be promptly reimbursed by **Grantee**.

I. Insurance Review - Insurance requirements are subject to periodic review by the **Grantor. Grantor's** Director of Risk Management or designee is authorized, but not required, to increase, reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or needed, or not needed, to protect the interests of the **Grantor**. In addition, if Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the **Grantor**, inflation, or any other item reasonably related to the **Grantor's** risk.

J. Any failure, actual or alleged, on the part of the **Grantor** to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the **Grantor**.

K. **Grantee** agrees to provide insurance set forth in accordance with the requirements herein. If **Grantee** uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, **Grantee** agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of this easement.

L. Without in any way affecting the indemnity herein provided and in addition thereto, **Grantee** shall secure and maintain throughout the duration of the easement the following types of insurance with limits as shown:

(1) Workers' Compensation/Employers Liability - A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the

Labor Code of the State of California, including Employer's Liability with
$250,000 limits covering all persons including volunteers providing services on behalf of **Grantee** and all risks to such persons under this easement.

If **Grantee** has no employees, it may certify or warrant to the **Grantor** that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the **Grantor's** Director of Risk Management.

With respect to **Grantees** that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

(2) Commercial/General Liability Insurance - **Grantee** shall carry General Liability Insurance covering all operations performed by or on behalf of **Grantee** providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars ($1,000,000), per occurrence. The policy coverage shall include:

(a) Premises operations and mobile equipment.

(b) Products and completed operations.

(c) Broad form property damage (including completed operations).

(d) Explosion, collapse and underground hazards.

(e) Personal injury

(f) Contractual liability.

(g) $2,000,000 general aggregate limit.

(3) Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars ($1,000,000) for bodily injury and property damage, per occurrence. If **Grantee** is transporting one or more non- employee passengers in **Grantee's** use of the **Easement Property**, the automobile liability policy shall have a combined single limit of two million dollars ($2,000,000) for bodily injury and property damage per occurrence. If **Grantee** owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

(4) Umbrella Liability Insurance - An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

(5) Environmental Liability Insurance with a combined single limit of not less than two million ($2,000,000) per claim or occurrence. The required additional insured endorsement shall protect **Grantor** without any restrictions.
If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date the easement was signed by **Grantor**. The claims made insurance shall be maintained or

"tail" coverage provided throughout the duration of the easement and for a minimum of five (5) years after termination of this easement.

(6) Subcontractor Insurance Requirements. **Grantee** agrees to require all parties, including (but not limited to) subcontractors, architects, or others it hires or contracts with related to the excavation, construction, installation, replacement, maintenance and repair, removal, use, or any other work performed by or on behalf of **Grantee** for the street, highway, road and/or bridge at the **Easement Property** to provide insurance covering the contracted operation with the same policies and provisions required of **Grantee** in this easement and with builder's risk property insurance, providing all risk, including theft coverage for all property and materials to be used for or related to the street, highway, road and/or bridge and said insurance policies shall not have any coinsurance penalty. All policies required under this provision shall include waiver of subrogation rights against **Grantor** and shall name **Grantor** as an additional insured. **Grantee** agrees to monitor and review all such coverage and assumes all responsibility ensuring that such coverage is provided as required herein.

13. In the event of **Grantee's** default of the terms, conditions and/or restrictions set forth herein, **Grantor** shall give written notice to **Grantee** of the same. Except in the case of the emergency as determined by **Grantor** in its sole discretion, **Grantee** shall have thirty (30) calendar days from the date of the **Grantor's** notice to cure the default. If **Grantee**, within thirty (30) calendar days from the date of the **Grantor's** notice to cure the default (except in the case of an emergency as determined by **Grantor** in its sole discretion), commences the elimination of such default and continuously and diligently proceeds in good faith to eliminate such default, then the period for correction shall be extended for such length of time as is reasonably necessary to complete such correction. In the event **Grantee** fails to cure the default within the time prescribed herein, **Grantor** has the right but not the obligation to cure said default at the sole expense of **Grantee**, or **Grantee's** successors and assigns, and without liability to **Grantor** for loss thereof. **Grantee** and **Grantee's** successors and assigns agree to pay **Grantor** on demand all expenses incurred by Grantor in curing such default of **Grantee**. In addition, **Grantor** may pursue all other remedies available to it at law or in equity and such remedies shall be cumulative.

14. The easement, as well as the terms, conditions and restrictions, created hereby shall constitute covenants running with the land and shall be binding upon and shall benefit all successors and assigns of **Grantor** and **Grantee** respectively.

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

16. This grant may only be amended by a writing executed by both **Grantor** and **Grantee** and recorded in the Official Records of San Bernardino County.

17. If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto and payable under paragraph 11.

18. If a court of competent jurisdiction declares any provision of this easement invalid, illegal, or otherwise unenforceable, the remaining provisions shall continue in full force and effect, unless the purpose of this easement is frustrated.

IN WITNESS WHEREOF **Grantor** and **Grantee** have executed this Easement Deed for street, highway,

road and/or bridge purposes on the day and year written below and have agreed to be bound by the terms and provisions hereof.

GRANTOR:

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

By: _____

Name: _____

Title: Chair, Board of Supervisors Date:

_____

ACCEPTANCE OF TERMS AND CONDITIONS

This is to certify that the interest in real property conveyed by the Easement Deed for street, highway, road and/or bridge purposes by the SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT to the **SAN BERNARDINO COUNTY SERVICE AREA 64**, is accepted by the undersigned officer on behalf of Grantee and Grantee agrees to be bound by the terms and provisions hereof.

GRANTEE:

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "A"

Legal Description of **Easement Property**

EXHIBIT "A"
LEGAL DESCRIPTION
WATERLINE
APN: 0444-121-18

BEING A PORTION OF WEST ½ OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL MARCH 19, 1856 SAID LAND IS BOUNDED ON THE WEST BY THE EASTERLY BOUNDARY OF AS DESCRIBED IN A DEED RECORDED IN BOOK 5775, PAGE 258, OFFICIAL RECORDS OF SAID COUNTY AND BOUNDED ON THE EAST BY THE WESTERLY BOUNDARY OF TRACT NO. 8032, IN SAID COUNTY, AS PER PLAT RECORDED IN BOOK 108 OF MAPS, PAGES 1 THROUGH 13, INCLUSIVELY, RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF 10 FEET IN WIDTH LYING 5 FEET ON EACH SIDE, MEASURED AT RIGHT ANGLES TO, THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION;

THENCE NORTH 89°09'11" EAST, A DISTANCE OF 1039.12 FEET ALONG THE SOUTH LINE OF SAID SECTION;

THENCE NORTH 00°50'49" WEST, A DISTANCE OF 24.00 FEET TO A POINT 24.00 FEET NORTHERLY OF THE SOUTH LINE OF SAID SECTION;

THENCE NORTH 45°10'39" EAST, A DISTANCE OF 65.41 FEET;

THENCE SOUTH 89°49'05" EAST, A DISTANCE OF 633.91 FEET TO A POINT ON SAID EASTERLY LINE OF DESCRIBED LAND AND THE **BEGINNING** OF SAID STRIP;

THENCE SOUTH 89°49'05" EAST, A DISTANCE OF 489.13 FEET

THENCE NORTH 78°57'55" EAST, A DISTANCE OF 87.01 FEET;

THENCE NORTH 89°21'29" EAST, A DISTANCE OF 58.07 FEET TO THE WESTERLY LINE OF SAID TRACT.

THE SIDES OF ABOVE DESCRIBED STRIP SHALL BE PROLONGED OR SHORTENED SO AS TO BEGIN ON SAID EASTERLY LINE AND TERMINATE ON SAID WESTERLY LINE OF SAID TRACT.

CONTAINING 0.146 ACRES, MORE OR LESS.

SEE EXHIBIT "B" ATTACHED HERETO AND MADE APART HEREOF.

LUDWIG ENGINEERING ASSOCIATES, INC.
PREPARED BY ME OR UNDER MY SUPERVISION

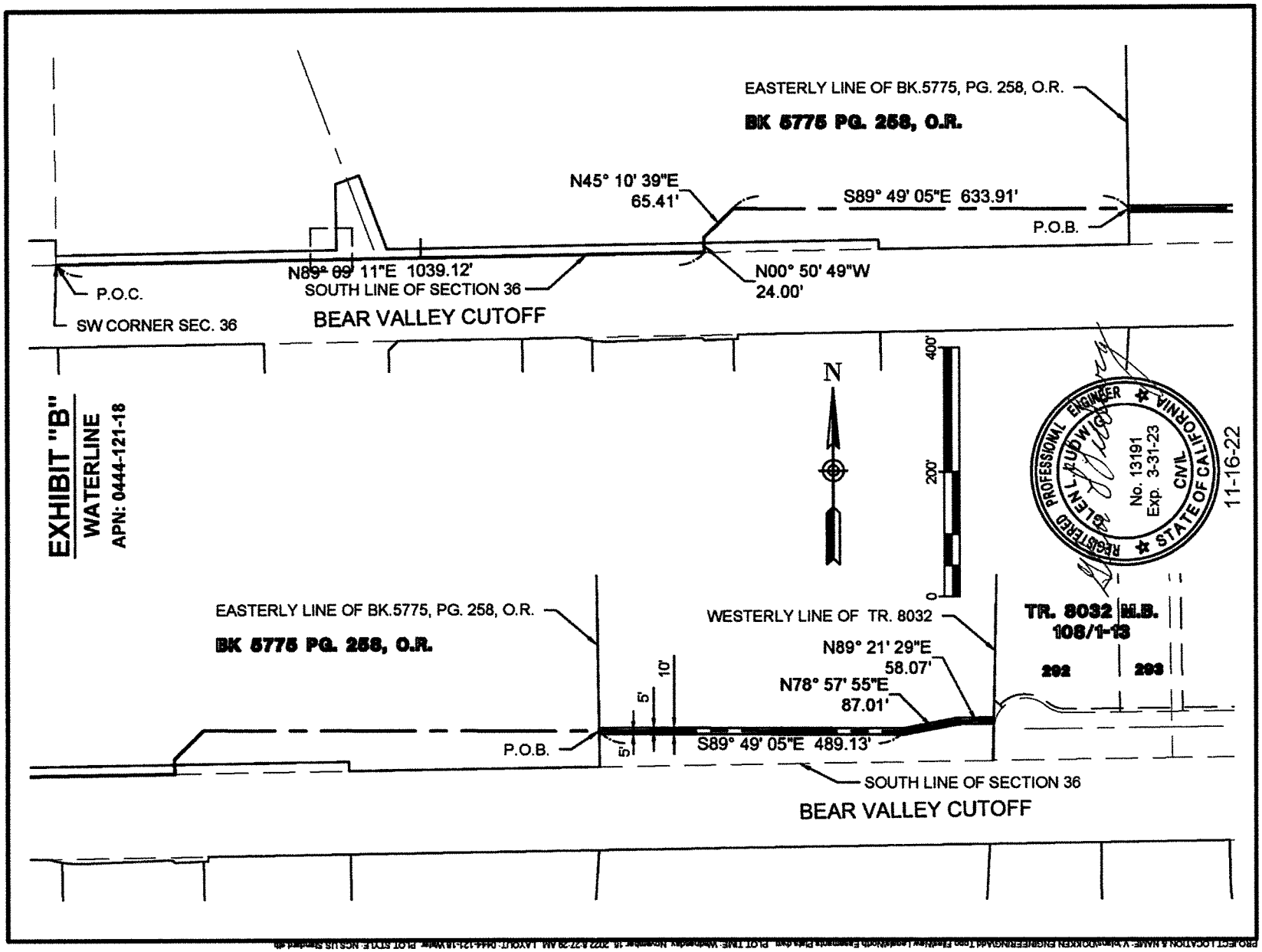
Glen L Ludwig, RCE 13191 — 11-16-22 Date



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EXHIBIT "B"

Plat of **Easement Property**


EASTERLY LINE OF BK.5775, PG. 258, O.R.
BK 5775 PG. 258, O.R.
N45° 10' 39"E
65.41'
S89° 49' 05"E 633.91'
P.O.B.
N89° 09' 11"E 1039.12'
SOUTH LINE OF SECTION 36
N00° 50' 49"W
24.00'
P.O.C.
SW CORNER SEC. 36
BEAR VALLEY CUTOFF
EXHIBIT "B"
WATERLINE
APN: 0444-121-18
N
400'
200'
0
REGISTERED PROFESSIONAL ENGINEER
GLEN L. LUDWIG
No. 13191
Exp. 3-31-23
CIVIL
STATE OF CALIFORNIA
11-16-22
EASTERLY LINE OF BK.5775, PG. 258, O.R.
BK 5775 PG. 258, O.R.
WESTERLY LINE OF TR. 8032
TR. 8032 M.B. 108/1-13
292
293
N89° 21' 29"E
58.07'
N78° 57' 55"E
87.01'
10'
5'
5'
P.O.B.
S89° 49' 05"E 489.13'
SOUTH LINE OF SECTION 36
BEAR VALLEY CUTOFF

ATTACHMENT 3
TO AGREEMENT FOR PURCHASE AND SALE

TEMPORARY CONSTRUCTION EASEMENT
(Attached Separately)

RECORDING REQUESTED BY:

Town of Apple Valley
Attn: Engineering Department
14955 Dale vans Parkway
Apple Valley, CA 92307

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. 0444-121-18 (ptn)	**TEMPORARY CONSTRUCTION EASEMENT**	DOCUMENT TRANSFER TAX $ 0.00 Dept. Code : 11700 (Transportation)

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged **San Bernardino County Flood Control District**, a body corporate and politic ("Grantor"), hereby grants and conveys to **TOWN OF APPLE VALLEY** ("Grantee"), a TEMPORARY CONSTRUCTION EASEMENT for construction purposes over, under and across the following real property situated in the Town of Apple Valley, County of San Bernardino, State of California, more particularly described in **Exhibit "A"** and depicted in **Exhibit "B"** attached hereto and made a part hereof.

It is understood that said TEMPORARY CONSTRUCTION EASEMENT shall expire on **May 31, 2028**. At the expiration of the Temporary Construction Easement, Grantee shall restore the easement area to a condition substantially the same condition as existed before construction to the extent feasible, unless otherwise agreed to by the Grantor.

It is understood that in the event the Grantor plans to sell, lease or rent the Grantor's property prior to the final expiration date of this Temporary Construction Easement, the Grantor shall inform, in writing, any and all parties involved in the sale, lease, or rental of this Temporary Construction Easement and associated construction project.

This TEMPORARY CONSTRUCTION EASEMENT is for the purpose of constructing the Bear Valley Road Bridge over the Mojave River Rehabilitation Project, a public project (the "Project"), and gives Grantee, its successors and assigns, including Grantee's contractor(s), the power to perform all activities necessary for the construction and completion of the Project, inclusive of ingress and egress, and necessary appurtenances thereto, in, over, across, along, through and under the Property.

_____ _____
Name: Date Title

This is to certify that the interest in real property conveyed by the within instrument to San Bernardino County, a body corporate and politic of the State of California, is hereby accepted by the undersigned officer/agent on behalf of the Board of Supervisors pursuant to authority conferred by resolution of the Board of Supervisors adopted on March 27, 2012 and the Grantee consents to recordation thereof by its duly authorized officer/agent.

By: _____ Date: _____

Terry W. Thompson, Director
Real Estate Services Department

Township: 5 N Range: 4W Section: 3 6
Geo Index: _____ Sect.: Quad.:
Road Name(s) : Bear Valley Road
Project: Bear Valley Road Bridge over the Mojave River Rehabilitation Project

Work Order No. : _____
Parcel No. (s) : _____
A.P.N. (s) : 0444-121-18 (ptn)

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE

Not Applicable

Name Street Address City & State

EXHIBIT "A"

Legal Description of **Easement Property**

EXHIBIT "A"
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT
APN: 0444-121-18

BEING A PORTION OF WEST ½ OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL MARCH 19, 1856 SAID LAND IS BOUNDED ON THE WEST BY THE EASTERLY BOUNDARY OF AS DESCRIBED IN A DEED RECORDED IN BOOK 5775, PAGE 258, OFFICIAL RECORDS OF SAID COUNTY AND BOUNDED ON THE EAST BY THE WESTERLY BOUNDARY OF TRACT NO. 8032, IN SAID COUNTY, AS PER PLAT RECORDED IN BOOK 108 OF MAPS, PAGES 1 THROUGH 13, INCLUSIVELY, RECORDS OF SAID COUNTY AND PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT;

THENCE NORTH 01°09'11" EAST ALONG THE WESTERLY LINE OF SAID TRACT, A DISTANCE OF 11.01 FEET TO A POINT 11.00 FEET NORTHERLY OF THE SOUTH SECTION LINE OF SAID SECTION AND THE **TRUE POINT OF BEGINNING**.

THENCE SOUTH 89°09'11" WEST PARALLEL WITH AND 11.00 FEET NORTHERLY OF THE SOUTH SECTION LINE OF SAID SECTION, A DISTANCE OF 222.38 FEET;

THENCE SOUTH 00°50'49" EAST, A DISTANCE OF 5.00 FEET TO A POINT 6.00 FEET NORTHERLY OF THE SOUTH LINE OF SAID SECTION;

THENCE SOUTH 89°09'11" WEST PARALLEL WITH AND 6.00 FEET NORTHERLY OF THE SOUTH SECTION LINE OF SAID SECTION, A DISTANCE OF 408.51 FEET TO A POINT TO THE EASTERLY LINE OF LAND DESCRIBED IN SAID DEED;

THENCE NORTH 00°50'56" WEST ALONG THE EASTERLY LINE OF LAND DESCRIBED IN SAID DEED, A DISTANCE OF 60.00 FEET TO A POINT 66.00 FEET NORTHERLY OF THE SOUTH LINE OF SAID SECTION;

THENCE NORTH 89°09'11" EAST PARALLEL WITH AND 66.00 FEET NORTHERLY OF SAID SECTION LINE, A DISTANCE OF 348.24 FEET;

THENCE NORTH 00°50'49" WEST, A DISTANCE OF 89.50 FEET;

THENCE NORTH 43°21'49" EAST, A DISTANCE OF 25.81 FEET TO A POINT 174.00 FEET NORTHERLY OF SAID SECTION LINE;

THENCE NORTH 89°09'11" EAST PARALLEL WITH AND 174.00 FEET NORTHERLY OF SAID SECTION LINE, A DISTANCE OF 270.34 FEET TO THE WESTERLY LINE OF SAID TRACT;

THENCE SOUTH 01°09'11" WEST A LONG A THE WESTERLY OF SAID TRACT, A DISTANCE OF 163.10 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 1.551 ACRES, MORE OR LESS.

SEE EXHIBIT "B" ATTACHED HERETO AND MADE APART HEREOF.

LUDWIG ENGINEERING ASSOCIATES, INC.
PREPARED BY ME OR UNDER MY SUPERVISION

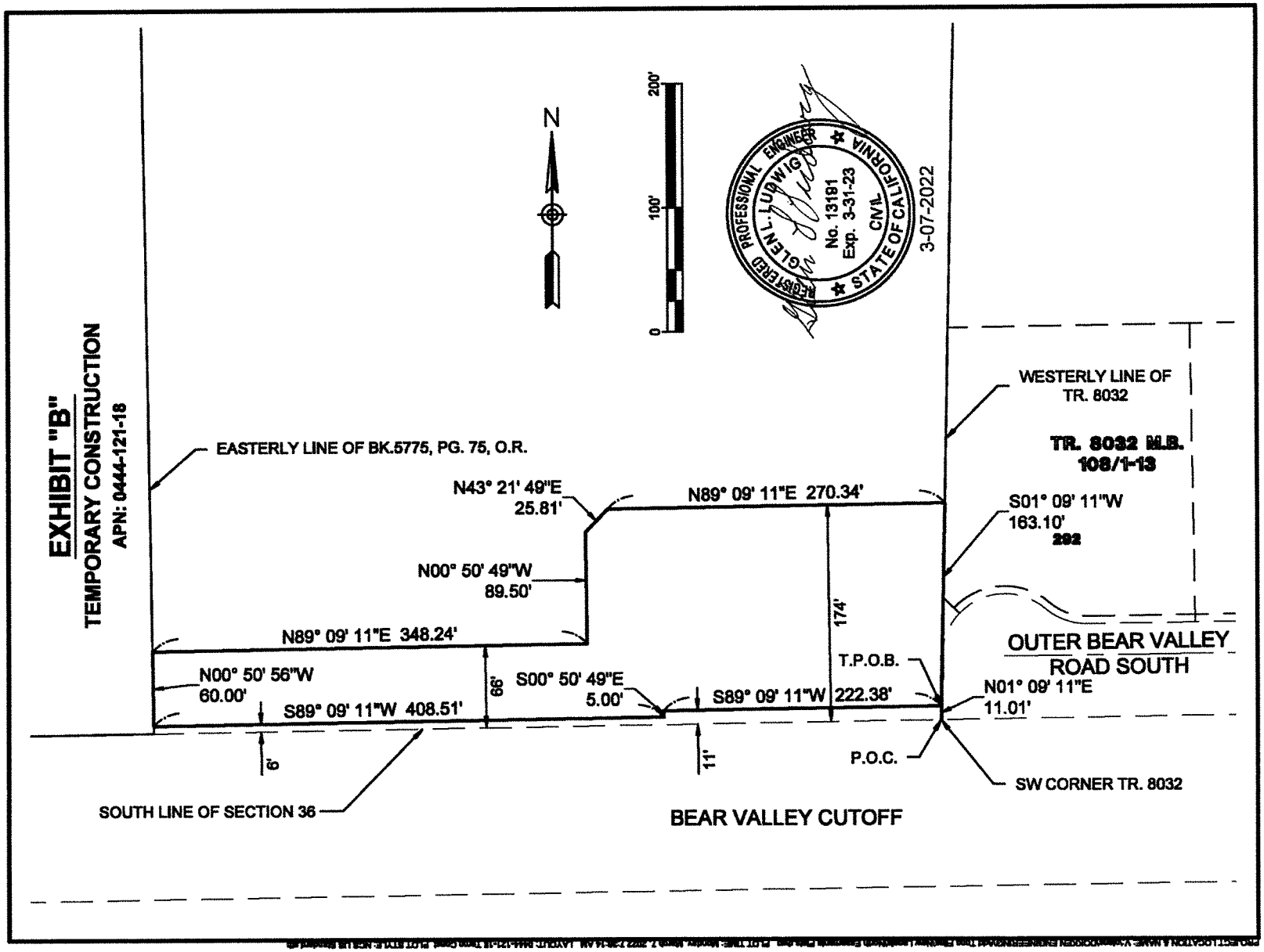


Glen L Ludwig, RCE 13191 — 3-10-2022 Date

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EXHIBIT "B"

Plat of **Easement Property**


EXHIBIT "B"
TEMPORARY CONSTRUCTION
APN: 0444-121-18
N
200'
100'
0
REGISTERED PROFESSIONAL ENGINEER
GLEN L. LUDWIG
No. 13181
Exp. 3-31-23
CIVIL
STATE OF CALIFORNIA
3-07-2022
WESTERLY LINE OF TR. 8032
TR. 8032 M.B. 108/1-13
292
EASTERLY LINE OF BK.5775, PG. 75, O.R.
N43° 21' 49"E 25.81'
N89° 09' 11"E 270.34'
S01° 09' 11"W 163.10'
N00° 50' 49"W 89.50'
N89° 09' 11"E 348.24'
174'
OUTER BEAR VALLEY ROAD SOUTH
T.P.O.B.
N00° 50' 56"W 60.00'
S89° 09' 11"W 408.51'
66'
S00° 50' 49"E 5.00'
S89° 09' 11"W 222.38'
N01° 09' 11"E 11.01'
P.O.C.
SW CORNER TR. 8032
11'
SOUTH LINE OF SECTION 36
BEAR VALLEY CUTOFF

ATTACHMENT 4

TO AGREEMENT FOR PURCHASE AND SALE

ROADWAY EASEMENT

(Attached Separately)

Recording Requested By: Town of Apple Valley **Mail To:** TOWN OF APPLE VALLEY Engineering Division 14955 Dale Evans Parkway Apple Valley, CA 92307 Record without fee subject to Gov't Code 6103 and 27383		
Project: Bear Valley Rd. Bridge No.: 4-101 Parcel No 343 Dept. Code: 11600	**EASEMENT DEED** **ROADWAY EASEMENT**	D.P. No.: APN: 0444-121-18 Date: December 21, 2022

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: [FILL IN]

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the **SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT**, a body corporate and politic, hereinafter referred to as "**Grantor**", does hereby **grant** to the **TOWN OF APPLE VALLEY, a California municipal corporation**, hereinafter referred to as "**Grantee**", **a non-exclusive, permanent roadway easement** (hereinafter "easement" or "grant") for public purposes, including but not limited to street, highway, sewer, drainage, public utilities, and public access, including, without limitation, appurtenances such as culverts, slopes, embankments, curbs and sidewalks and utilities located on a certain portion ("**Easement Property**") of **Grantor's** real property ("**Fee Property**") situated in the County of San Bernardino, State of California and more particularly described in **Exhibit "A"**, Legal Description attached hereto and made a part hereof, and shown on **Exhibit "B"**, Plat, attached hereto and made a part hereof. Grantor and Grantee may be referred to individually as a "Party" or collectively referred to as the "Parties."

This easement is granted subject to all permits, agreements, licenses, leases, easements, reservations, restrictions, terms, conditions, covenants, encumbrances, liens and claims of title which may affect said **Easement Property**. The use of the word "grant" herein shall not imply any warranty on the part of the **Grantor** with respect to the **Easement Property**.

Mail Tax Statement As Directed Above

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

1. This easement is subject to the **Grantor's** superior right to use the **Easement Property,** and **Grantor** reserves to itself and its successors and assigns a continuing right to use and make any improvements to the **Easement Property** for **Grantor's** use.

2. **Grantor** may grant further permits, agreements, licenses, leases, easements, reservations, restrictions, terms, conditions, covenants, encumbrances, liens, or other rights over the **Easement Property** (or portions thereof) for the benefit of other entities not parties to this grant, provided that such further grants do not materially and adversely interfere with **Grantee's** use of the **Easement Property**, as determined by the Parties.

3. Unless in the case of emergency or to maintain the Easement Property as required by this grant, prior to commencing the construction or replacement of **Grantee's** street, highway, road and/or bridge, and appurtenances pursuant to this grant, **Grantee** shall submit all plans for the excavation, construction, installation, removal, and replacement of such improvements to **Grantor** for **Grantor's** review and approval with **Grantor** to issue to **Grantee** a permit if such plans are approved by **Grantor** in **Grantor's** sole discretion, which shall not be unreasonably withheld. The existence of **Grantee**'s easement does not give **Grantee** any rights to do further work of any type within the **Easement Property** without first obtaining additional permit(s) from **Grantor** pursuant to the above-stated requirements and conditions.

4. **Grantee** shall be responsible for securing and maintaining all necessary permits and approvals from other appropriate local, state and federal agencies for its use of the **Easement Property**, and **Grantee** shall comply with all applicable laws and regulations concerning the construction of the street, highway, road and/or bridge and its use of **Easement Property**.

5. Any street, highway, road, bridge or culvert constructed by or on behalf of **Grantee** on the **Easement Property** shall not interfere with or impede **Grantor's** conveyance of storm water or **Grantor's** flood control improvements, if any, now existing or later installed on the **Easement Property** by **Grantor**. **Grantee's** construction of its street, highway, road, bridge or culvert shall be in accordance with the plan approved by **Grantor** in accordance with paragraph 3 and must further meet all applicable construction standards and applicable laws.

6. **Grantee** shall not change the existing grade, modify the topography, or impede or diminish the floodwater conveyance capacity of the **Easement Property or the Fee Property** without prior written consent of **Grantor** (in **Grantor's** sole discretion).

7. **Grantee** shall at all times, and at its sole cost and expense, maintain the **Easement Property** and its street, highway, road and/or bridge improvement project constructed (or caused to be constructed) thereon by **Grantee** and/or its agents in good condition and repair, and free of trash, debris weeds and unauthorized uses, except to the extent caused by Grantor. **Grantee** shall perform all necessary maintenance associated with the entire improvement project, such as bridge structure, box culverts and appurtenant structures including but not limited to wingwalls, curb and gutter, sidewalks and appurtenances thereto constructed within the **Easement Property** in conjunction with the street, highway, road and/or bridge project, and shall remove graffiti, and any unauthorized uses or encroachments within or on any part of the structure and its

appurtenances, as well as performing all necessary weed abatement work within the **Easement Property**.

8. **Grantor** shall at all times have free and clear access through and over the **Easement Property** (except as temporarily approved by **Grantor** during periods of **Grantee's** construction and/or maintenance).

9. **Grantor** shall not be required to contribute any part of the costs associated with **Grantee's** street, highway, road and/or bridge on the **Easement Property** and furthermore, if **Grantor** is included in an assessment district to pay such costs, **Grantee** shall promptly reimburse **Grantor** for any assessment therefore levied upon it upon **Grantor** demand

10. **Grantee** agrees to indemnify, defend and hold harmless the **Grantor, San Bernardino County,** and their authorized officers, employees, agents and volunteers (**Indemnitees**) from any and all claims, actions, losses, damages, and/or liability arising out of this grant of easement from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by **Grantor, said County** or **Indemnitees** on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of **Grantor, said County** or **Indemnitees**. The **Grantee's** indemnification obligation does not apply to the **Grantor's, said County's** or **Indemnitees'** "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

11. Grantee agrees to comply with the following insurance requirements (for the purpose of this paragraph, Grantor shall be deemed to include San Bernardino County):

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

(1) Subcontractor Insurance Requirements. **Grantee** agrees to require all parties, including (but not limited to) subcontractors, architects, or others it hires or contracts with related to the excavation, construction, installation, replacement, maintenance and repair, removal, use, or any other work performed by or on behalf of **Grantee** for the street, highway, road and/or bridge at the **Easement Property** to provide insurance covering the contracted operation with the same policies and provisions required of **Grantee** in this easement and with builder's risk property insurance, providing all risk, including theft coverage for all property and materials to be used for or related to the street, highway, road and/or bridge and said insurance policies shall not have any coinsurance penalty. All policies required under this provision shall include waiver of subrogation rights against **Grantor** and shall name **Grantor** as an additional insured. **Grantee** agrees to monitor and review all such coverage and assumes all responsibility ensuring that such coverage is provided as required herein.

12. In the event of **Grantee's** default of the terms, conditions and/or restrictions set forth herein, **Grantor** shall give written notice to **Grantee** of the same. Except in the case of the emergency as determined by **Grantor** in its sole discretion, **Grantee** shall have thirty (30) calendar days from the date of the **Grantor's** notice to cure the default. If **Grantee**, within thirty (30) calendar days from the date of the **Grantor's** notice to cure the default (except in the case of an emergency as determined by **Grantor** in its sole discretion), commences the elimination of such default and continuously and diligently proceeds in good faith to eliminate such default, then the period for correction shall be extended for such length of time as is reasonably necessary to complete such correction. In the event **Grantee** fails to cure the default within the time prescribed herein, **Grantor** has the right but not the obligation to cure said default at the sole expense of **Grantee**, or **Grantee's** successors and assigns, and without liability to **Grantor** for loss thereof. **Grantee** and **Grantee's** successors and assigns agree to pay **Grantor** on demand all expenses incurred by Grantor in curing such default of **Grantee**. In addition, **Grantor** may pursue all other remedies available to it at law or in equity and such remedies shall be cumulative.

13. The easement, as well as the terms, conditions and restrictions, created hereby shall constitute covenants running with the land and shall be binding upon and shall benefit all successors and assigns of **Grantor** and **Grantee** respectively.

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

15. This grant may only be amended by a writing executed by both **Grantor** and **Grantee** and recorded in the Official Records of San Bernardino County.

16. If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto and payable under paragraph 10.

17. If a court of competent jurisdiction declares any provision of this easement invalid, illegal, or otherwise unenforceable, the remaining provisions shall continue in full force and effect, unless the purpose of this easement is frustrated.

IN WITNESS WHEREOF **Grantor** and **Grantee** have executed this Easement Deed for street, highway, road and/or bridge purposes on the day and year written below and have agreed to be bound by the terms and provisions hereof.

GRANTOR:

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

By: _____

Name: _____

Title: Chairman, Board of Supervisors

Date: _____

ACCEPTANCE OF TERMS AND CONDITIONS

This is to certify that the interest in real property conveyed by the Easement Deed for street, highway, road and/or bridge purposes by the **SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT** to the **TOWN OF APPLE VALLEY**, is accepted by the undersigned officer on behalf of Grantee and Grantee agrees to be bound by the terms and provisions hereof.

GRANTEE:

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "A"

Legal Description of **Easement Property**

EXHIBIT "A"
LEGAL DESCRIPTION
ROADWAY EASEMENT
APN: 0444-121-18

BEING A PORTION OF WEST ½ OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL MARCH 19, 1856, SAID LAND IS BOUNDED ON THE WEST BY THE EASTERLY BOUNDARY AS DESCRIBED IN A DEED RECORDED IN BOOK 5775, PAGE 258, OFFICIAL RECORDS OF SAID COUNTY, AND BOUNDED ON THE EAST BY THE WESTERLY BOUNDARY OF TRACT NO. 8032, AS PER PLAT RECORDED IN BOOK 108 OF MAPS, PAGES 1 THROUGH 13, INCLUSIVELY, RECORDS OF SAID COUNTY, SAID PORTION IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT;

THENCE SOUTH 89°09'11" WEST ALONG SAID SOUTH LINE OF SAID SECTION, A DISTANCE OF 630.51 FEET TO THE EASTERLY LINE OF DESCRIBED LAND IN SAID DEED;

THENCE NORTH 00°50'56" WEST ALONG SAID EASTERLY LINE, A DISTANCE OF 6.00 FEET TO A POINT 6.00 FEET NORTHERLY OF THE SOUTH LINE;

THENCE NORTH 89°09'11" EAST, PARALLEL WITH AND 6.00 FEET NORTHERLY OF SAID SOUTH LINE, A DISTANCE OF 408.51 FEET;

THENCE NORTH 00°50'49" WEST, A DISTANCE OF 5.00 FEET TO A POINT 11.00 FEET NORTHERLY OF SAID SOUTH LINE;

THENCE NORTH 89°09'11" EAST, PARALLEL WITH AND 11.00 FEET NORTHERLY OF SAID SOUTH LINE, A DISTANCE OF 222.38 FEET TO THE WESTERLY LINE OF SAID TRACT;

THENCE SOUTH 01°09'11" WEST, A DISTANCE OF 11.01 FEET ALONG THE WESTERLY LINE OF SAID TRACT TO THE **POINT OF BEGINNING**.

CONTAINING 0.112 ACRES, MORE OR LESS.

SEE EXHIBIT "B" ATTACHED HERETO AND MADE APART HEREOF.

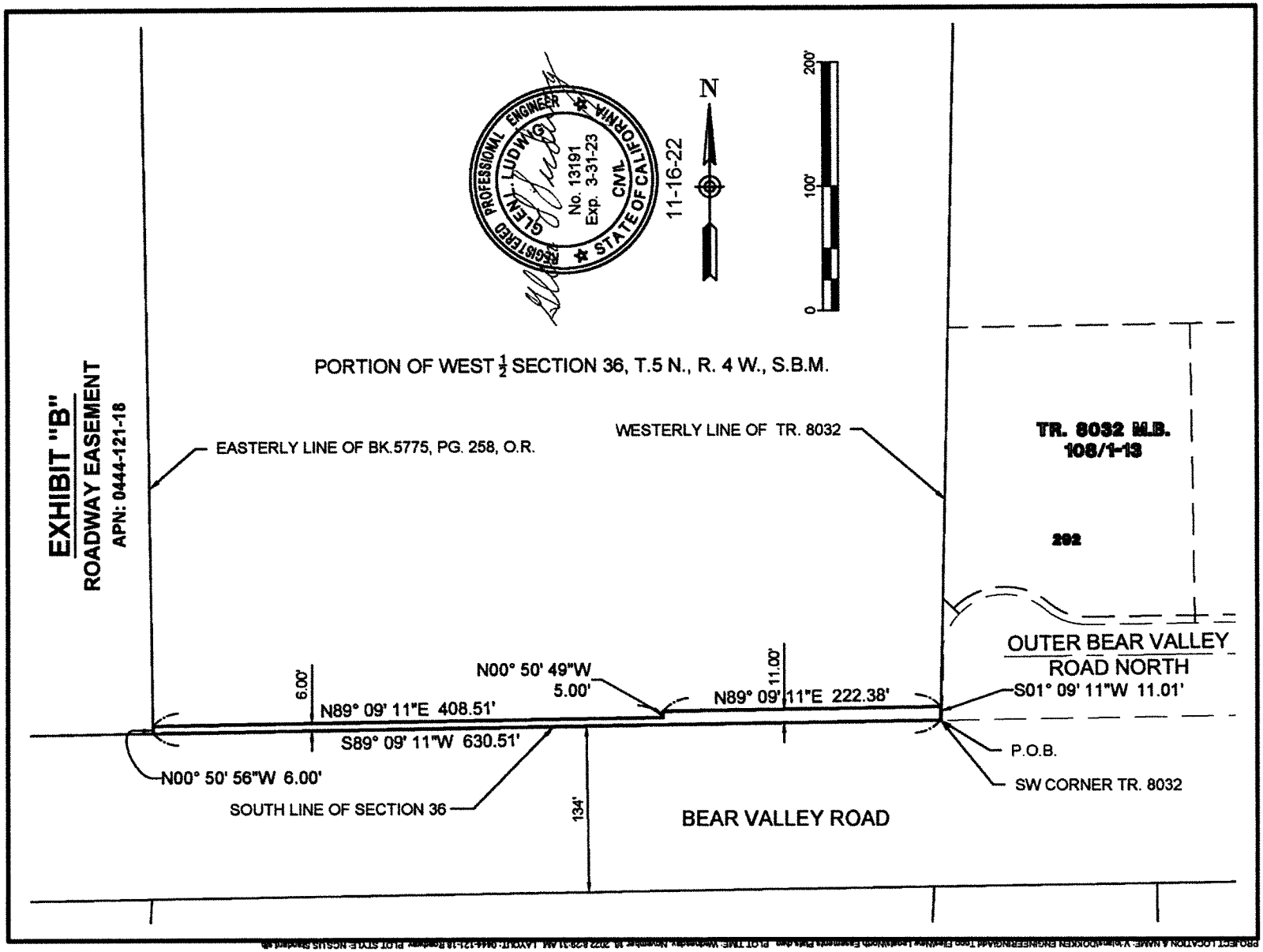
LUDWIG ENGINEERING ASSOCIATES, INC.
PREPARED BY ME OR UNDER MY SUPERVISION

Glen L Ludwig 11-16-22

Glen L Ludwig, RCE 13191 Date



EXHIBIT "B"
Plat of **Easement Property**


EXHIBIT "B"
ROADWAY EASEMENT
APN: 0444-121-18
REGISTERED PROFESSIONAL ENGINEER
GLEN T. LUDWIG
No. 13191
Exp. 3-31-23
CIVIL
STATE OF CALIFORNIA
11-16-22
N
200'
100'
0
PORTION OF WEST ½ SECTION 36, T.5 N., R. 4 W., S.B.M.
EASTERLY LINE OF BK.5775, PG. 258, O.R.
WESTERLY LINE OF TR. 8032
TR. 8032 M.B. 108/1-13
202
OUTER BEAR VALLEY ROAD NORTH
6.00'
N00° 50' 49"W 5.00'
11.00'
N89° 09' 11"E 222.38'
S01° 09' 11"W 11.01'
N89° 09' 11"E 408.51'
S89° 09' 11"W 630.51'
P.O.B.
SW CORNER TR. 8032
N00° 50' 56"W 6.00'
SOUTH LINE OF SECTION 36
134'
BEAR VALLEY ROAD

ATTACHMENT 5

TO AGREEMENT FOR PURCHASE AND SALE

ACCESS AND MAINTENANCE EASEMENT

(Attached Separately)

Recording Requested By: Town of Apple Valley **Mail To:** TOWN OF APPLE VALLEY Engineering Division 14955 Dale Evans Parkway Apple Valley, CA 92307 Record without fee subject to Gov't Code 6103 and 27383		
Project: Bear Valley Rd. Bridge No.: 4-101 Parcel No 345 Dept. Code: 11600	**EASEMENT DEED** **ACCESS & MAINTENANCE**	D.P. No.: APN: 0444-121-18 Date: January 4, 2023

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: [FILL IN]

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the **SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT**, a body corporate and politic, hereinafter referred to as "**Grantor**", does hereby **grant** to the **TOWN OF APPLE VALLEY, a California municipal corporation**, hereinafter referred to as "**Grantee**", **a non-exclusive access and maintenance easement** (hereinafter "easement" or "grant") for the purposes of access to adjacent utility easements, including, without limitation, the right to temporarily store or move equipment, on, over and across a strip within that certain real property, located on a certain portion ("**Easement Property**") of **Grantor's** real property ("**Fee Property**") situated in the County of San Bernardino, State of California and more particularly described in **Exhibit "A"**, Legal Description attached hereto and made a part hereof, and shown on **Exhibit "B"**, Plat, attached hereto and made a part hereof. Grantor and Grantee may be referred to individually as a "Party" or collectively referred to as the "Parties."

This easement is granted subject to all permits, agreements, licenses, leases, easements, reservations, restrictions, terms, conditions, covenants, encumbrances, liens and claims of title which may affect said **Easement Property**. The use of the word "grant" herein shall not imply any warranty on the part of the **Grantor** with respect to the **Easement Property**.

Mail Tax Statement As Directed Above

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

1. This easement is subject to the **Grantor's** superior right to use the **Easement Property,** and **Grantor** reserves to itself and its successors and assigns a continuing right to use and make any improvements to the **Easement Property** for **Grantor's** use.

2. **Grantor** may grant further permits, agreements, licenses, leases, easements, reservations, restrictions, terms, conditions, covenants, encumbrances, liens, or other rights over the **Easement Property** (or portions thereof) for the benefit of other entities not parties to this grant, provided that such further grants do not materially and adversely interfere with **Grantee's** use of the **Easement Property**, as determined by the Parties.

3. Unless in the case of emergency or to maintain the Easement Property as required by this grant, prior to commencing use of **Grantee's** easement, and appurtenances pursuant to this grant, **Grantee** shall submit all plans for any proposed excavation, construction, installation, removal, or replacement of improvements to **Grantor** for **Grantor's** review and approval with **Grantor** to issue to **Grantee** a permit if such plans are approved by **Grantor** in **Grantor**'s sole discretion, which shall not be unreasonably withheld. The existence of **Grantee**'s easement and attendant easement does not give **Grantee** any rights to do further work of any type within the **Easement Property** without first obtaining additional permit(s) from **Grantor** pursuant to the above-stated requirements and conditions.

4. **Grantee** shall be responsible for securing and maintaining all necessary permits and approvals from other appropriate local, state and federal agencies for its use of the **Easement Property**, and **Grantee** shall comply with all applicable laws and regulations concerning construction of improvements and its use of **Easement Property**.

5. Any improvements constructed by or on behalf of **Grantee** on the **Easement Property** shall not interfere with or impede **Grantor's** conveyance of storm water or **Grantor's** flood control improvements, if any, now existing or later installed on the **Easement Property** by **Grantor**. **Grantee's** construction of its improvements shall be in accordance with the plan approved by **Grantor** in accordance with paragraph 3 and must further meet all applicable construction standards and applicable laws.

6. **Grantee** shall not change the existing grade, modify the topography, or impede or diminish the floodwater conveyance capacity of the **Easement Property or the Fee Property** without prior written consent of **Grantor** (in **Grantor's** sole discretion).

7. **Grantee** shall at all times, and at its sole cost and expense, maintain the **Easement Property** and any improvements constructed (or caused to be constructed) thereon by **Grantee** and/or its agents in good condition and repair, and free of trash, debris weeds and unauthorized uses, except to the extent caused by Grantor. **Grantee** shall perform all necessary maintenance associated with its improvements, including but not limited to wingwalls, curb and gutter, sidewalks and appurtenances thereto constructed within the **Easement Property** in conjunction with the easement, and shall remove graffiti, and any unauthorized uses or encroachments within or on any part of the Easement Property structures and its appurtenances, as well as performing all necessary weed abatement work within the **Easement Property**.

8. **Grantor** shall at all times have free and clear access through and over the **Easement Property** (except as temporarily approved by **Grantor** during periods of **Grantee's** construction and/or maintenance).

9. **Grantor** shall not be required to contribute any part of the costs associated with **Grantee's** street, highway, road and/or bridge on the **Easement Property** and furthermore, if **Grantor** is included in an assessment district to pay such costs, **Grantee** shall promptly reimburse **Grantor** for any assessment therefore levied upon it upon **Grantor** demand.

10. **Grantee** agrees to indemnify, defend and hold harmless the **Grantor, San Bernardino County,** and their authorized officers, employees, agents and volunteers (**Indemnitees**) from any and all claims, actions, losses, damages, and/or liability arising out of this grant of easement from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by **Grantor, said County** or **Indemnitees** on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of **Grantor, said County** or **Indemnitees**. The **Grantee's** indemnification obligation does not apply to the **Grantor's, said County's** or **Indemnitees'** "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

11. **Grantee** agrees to comply with the following insurance requirements (for the purpose of this paragraph, **Grantor** shall be deemed to include **San Bernardino County**):

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

(1) Subcontractor Insurance Requirements. **Grantee** agrees to require all parties, including (but not limited to) subcontractors, architects, or others it hires or contracts with related to the excavation, construction, installation, replacement, maintenance and repair, removal, use, or any other work performed by or on behalf of **Grantee** for the street, highway, road and/or bridge at the **Easement Property** to provide insurance covering the contracted operation with the same policies and provisions required of **Grantee** in this easement and with builder's risk property insurance, providing all risk, including theft coverage for all property and materials to be used for or related to the street, highway, road and/or bridge and said insurance policies shall not have any coinsurance penalty. All policies required under this provision shall include waiver of subrogation rights against **Grantor** and shall name **Grantor** as an additional insured. **Grantee** agrees to monitor and review all such coverage and assumes all responsibility ensuring that such coverage is provided as required herein.

12. In the event of **Grantee's** default of the terms, conditions and/or restrictions set forth herein, **Grantor** shall give written notice to **Grantee** of the same. Except in the case of the emergency as determined by **Grantor** in its sole discretion, **Grantee** shall have thirty (30) calendar days from the date of the **Grantor's** notice to cure the default. If **Grantee**, within thirty (30) calendar days from the date of the **Grantor's** notice to cure the default (except in the case of an emergency as determined by **Grantor** in its sole discretion), commences the elimination of such default and continuously and diligently proceeds in good faith to eliminate such default, then the period for correction shall be extended for such length of time as is reasonably necessary to complete such correction. In the event **Grantee** fails to cure the default within the time prescribed herein, **Grantor** has the right but not the obligation to cure said default at the sole expense of **Grantee**, or **Grantee's** successors and assigns, and without liability to **Grantor** for loss thereof. **Grantee**

and **Grantee's** successors and assigns agree to pay **Grantor** on demand all expenses incurred by Grantor in curing such default of **Grantee**. In addition, **Grantor** may pursue all other remedies available to it at law or in equity and such remedies shall be cumulative.

13. The easement, as well as the terms, conditions and restrictions, created hereby shall constitute covenants running with the land and shall be binding upon and shall benefit all successors and assigns of **Grantor** and **Grantee** respectively.

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

15. This grant may only be amended by a writing executed by both **Grantor** and **Grantee** and recorded in the Official Records of San Bernardino County.

16. If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto and payable under paragraph 10.

17. If a court of competent jurisdiction declares any provision of this easement invalid, illegal, or otherwise unenforceable, the remaining provisions shall continue in full force and effect, unless the purpose of this easement is frustrated.

IN WITNESS WHEREOF **Grantor** and **Grantee** have executed this Easement Deed for street, highway, road and/or bridge purposes on the day and year written below and have agreed to be bound by the terms and provisions hereof.

GRANTOR:

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

By: _____

Name: _____

Title: Chairman, Board of Supervisors

Date: _____

ACCEPTANCE OF TERMS AND CONDITIONS

This is to certify that the interest in real property conveyed by the Easement Deed for street, highway, road and/or bridge purposes by the SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT to the TOWN OF APPLE VALLEY, a Municipal Corporation, is accepted by the undersigned officer on behalf of Grantee and Grantee agrees to be bound by the terms and provisions hereof.

GRANTEE:

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "A"

Legal Description of **Easement Property**

EXHIBIT "A"
LEGAL DESCRIPTION
ACCESS AND MAINTENANCE EASEMENT
APN: 0444-121-18

BEING A PORTION OF WEST ½ OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL MARCH 19, 1856 SAID LAND IS BOUNDED ON THE WEST BY THE EASTERLY BOUNDARY OF AS DESCRIBED IN A DEED RECORDED IN BOOK 5775, PAGE 258, OFFICIAL RECORDS OF SAID COUNTY AND BOUNDED ON THE EAST BY THE WESTERLY BOUNDARY OF TRACT NO. 8032, IN SAID COUNTY, AS PER PLAT RECORDED IN BOOK 108 OF MAPS, PAGES 1 THROUGH 13, INCLUSIVELY, RECORDS OF SAID COUNTY AND PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT;

THENCE NORTH 01°09'11" EAST ALONG THE WESTERLY LINE OF SAID TRACT, A DISTANCE OF 11.01 FEET TO A POINT 11.00 FEET NORTHERLY OF THE SOUTH SECTION LINE OF SAID SECTION AND THE **TRUE POINT OF BEGINNING**.

THENCE SOUTH 89°09'11" WEST PARALLEL WITH AND 11.00 FEET NORTHERLY OF THE SOUTH SECTION LINE OF SAID SECTION, A DISTANCE OF 222.38 FEET;

THENCE SOUTH 00°50'49" EAST 5.00 FEET TO A POINT 6.00 FEET NORTHERLY OF THE SOUTH SECTION LINE OF SAID SECTION;

THENCE SOUTH 89°09'11" WEST PARALLEL WITH AND 6.00 FEET NORTHERLY OF THE SOUTH SECTION LINE OF SAID SECTION, A DISTANCE OF 30.65 FEET;

THENCE NORTH 00°50'49" WEST, A DISTANCE OF 152.00 FEET TO A POINT 158.00 FEET NORTHERLY OF THE SOUTH SECTION LINE OF SAID SECTION;

THENCE NORTH 89°09'11" EAST PARALLEL WITH AND 158.00 FEET NORTHERLY OF THE SOUTH SECTION LINE OF SAID SECTION, A DISTANCE OF 258.17 FEET TO THE WESTERLY LINE OF SAID TRACT;

THENCE SOUTH 01°09'11" WEST ALONG THE WESTERLY LINE OF SAID TRACT, A DISTANCE OF 147.09 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 0.866 ACRES, MORE OR LESS.

SEE EXHIBIT "B" ATTACHED HERETO AND MADE APART HEREOF.

LUDWIG ENGINEERING ASSOCIATES, INC.
PREPARED BY ME OR UNDER MY SUPERVISION

Glen L Ludwig 1-31-2022

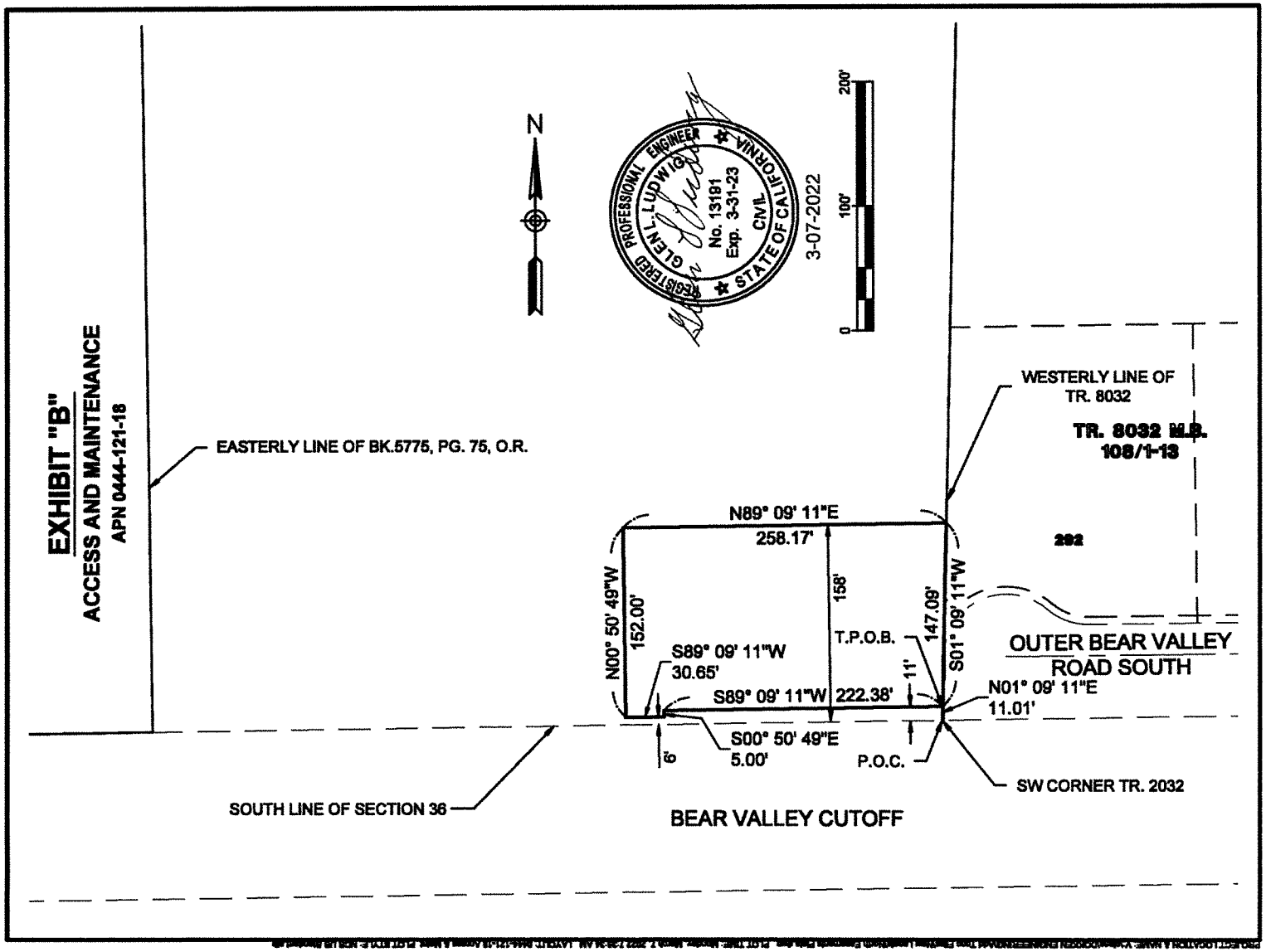
Glen L Ludwig, RCE 13191 Date



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EXHIBIT "B"

Plat of **Easement Property**


EXHIBIT "B"
ACCESS AND MAINTENANCE
APN 0444-121-18
EASTERLY LINE OF BK.5775, PG. 75, O.R.
SOUTH LINE OF SECTION 36
N
REGISTERED PROFESSIONAL ENGINEER
GLENN L. LUDWIG
No. 13191
Exp. 3-31-23
CIVIL
STATE OF CALIFORNIA
3-07-2022
200'
100'
0
WESTERLY LINE OF TR. 8032
TR. 8032 M.B. 108/1-13
282
N89° 09' 11"E
258.17'
158'
147.09'
S01° 09' 11"W
N00° 50' 49"W
152.00'
T.P.O.B.
S89° 09' 11"W
30.65'
11'
S89° 09' 11"W 222.38'
N01° 09' 11"E
11.01'
S00° 50' 49"E
5.00'
6'
P.O.C.
SW CORNER TR. 2032
OUTER BEAR VALLEY ROAD SOUTH
BEAR VALLEY CUTOFF