

RECORDING REQUESTED BY

San Bernardino County

AND WHEN RECORDED MAIL DOCUMENT TO:

NAME San Bernardino County

STREET
ADDRESS 385 N. Arrowhead Ave., 3rd Floor

CITY, STATE &
ZIP CODE San Bernardino, CA 92415-0180

Record without fee subject to Govt. Code 6103

SPACE ABOVE FOR RECORDER'S USE ONLY

Temporary Construction Easement Deed

Title of Document



THIS AREA FOR
RECORDER'S
USE ONLY

THIS COVER SHEET ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3.00 Additional Recording Fee Applies)

TEMPORARY CONSTRUCTION EASEMENT DEED

This Temporary Construction Easement Deed (the "**Temporary Construction Easement Deed**") is made and entered into as of _____, 2019, by and between SAN BERNARDINO COUNTY, a public body, corporate and politic (the "**Grantor**" except where used as a geographic reference), and the CALIFORNIA UNIVERSITY OF SCIENCE AND MEDICINE, a California nonprofit corporation (the "**Grantee**"), each of which may also be identified individually herein as a "**Party**" or collectively as the "**Parties**."

WHEREAS, Grantor is the owner of that certain real property situated in the City of Colton, County of San Bernardino, State of California, as more particularly described on Exhibit "A" attached hereto (the "**Burdened Property**"); and

WHEREAS, Grantor wishes to grant to Grantee, and Grantee wishes to accept from Grantor, a non-exclusive, temporary easement for ingress, egress and construction purposes, including, without limitation, the use of the easement by Grantee and its officers, employees, agents, contractors and subcontractors, for demolition, clearance, grading, installation and repair of landscaping, and resurfacing, sealing and restriping of roadway in, across and over that portion of the Burdened Property depicted as Parcels "A", "B", and "C" in Exhibit "B" attached hereto (the "**Temporary Construction Easement Area**"), upon and subject to the terms of this Temporary Construction Easement Deed.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee a non-exclusive easement in, on, over and across the Temporary Construction Easement Area, for the purposes, and on the terms and conditions, set forth below.
2. Purpose and Use of Easement. The easement granted herein is a non-exclusive easement for the purpose of demolition, clearance, grading, installation and repair of landscaping, and resurfacing, sealing and restriping of roadway in, across and over the Temporary Construction Easement Area and for other ancillary uses consistent with the use and purpose described herein.
3. Term. This Temporary Construction Easement Deed shall become effective on the date it is approved by the Board of Supervisors of the County of San Bernardino (the "Commencement Date") and shall continue in full force and effect until the earlier of (a) written notice by Grantee to Grantor that the construction on the Temporary Construction Easement has been completed and the Temporary Construction Easement has been restored to its pre-existing condition by Grantor, or (b) twelve (12) months after the Commencement Date.
4. Easement As-Is. The easement in the Temporary Construction Easement Area is conveyed by Grantor to Grantee, and Grantee hereby agrees that the easement in the Temporary Construction Easement Area is conveyed to Grantee, AS IS, WHERE IS, and WITH ALL FAULTS, and that Grantor MAKES NO REPRESENTATIONS OR WARRANTIES

WHATSOEVER, EXPRESS OR IMPLIED (INCLUDING THOSE IMPLIED BY THE TERMS "GRANT," "CONVEY," OR "DEED," OR THOSE IMPLIED BY ANY OTHER TERM HEREIN), OR ARISING BY OPERATION OF LAW WITH RESPECT TO THE TITLE, MAINTENANCE, REPAIR, CONDITION, DESIGN, OR MARKETABILITY OF THE TEMPORARY CONSTRUCTION EASEMENT AREA, INCLUDING, WITHOUT LIMITATION : (i) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY ; (ii) ANY IMPLIED OR EXPRESS WARRANTY OF HABITABILITY; (iii) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iv) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO ANY MODELS OR SPECIFICATIONS; (v) ANY IMPLIED OR EXPRESS WARRANTY OF EXCLUSIVITY; (vi) ANY IMPLIED OR EXPRESS WARRANTY OF PRIORITY OVER ANY DEEDS OF TRUST, GROUND LEASES OR OTHER ENCUMBRANCES (INCLUDING, WITHOUT LIMITATION, CLAIMS BY THIRD PARTIES OF RIGHTS TO A PRESCRIPTIVE EASEMENT IN THE TEMPORARY CONSTRUCTION EASEMENT AREA); (vii) ANY RIGHTS OF GRANTEE UNDER APPROPRIATE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION; AND (viii) ANY CLAIM BY GRANTEE FOR DAMAGES BECAUSE OF DEFECTS, WHETHER LATENT OR PATENT, KNOWN OR UNKNOWN, WITH RESPECT TO THE TEMPORARY CONSTRUCTION EASEMENT AREA, IT BEING THE EXPRESS INTENTION OF THE PARTIES THAT THE TEMPORARY CONSTRUCTION EASEMENT AREA BE CONVEYED TO, AND ACCEPTED BY, GRANTEE IN ITS PRESENT CONDITION AND STATE OF REPAIR.

5. Construction and Maintenance. All construction, maintenance, and operation activities with respect to the Temporary Construction Easement Area, and any structures located thereon or therein, must comply with applicable federal, state, and local laws and regulations. Grantee will, at its sole cost and expense, maintain the Temporary Construction Easement Area, and all improvements located therein, in good condition and repair at all times. Grantee, at its sole cost and expense, will repair any damage to the Burdened Property that arises from the use or exercise of rights or performance of obligations under this Temporary Construction Easement Deed by Grantee or any Affiliate, contractor, consultant, agent or invitee of Grantee. Upon the expiration or sooner termination of the term of this Temporary Construction Easement Deed, Grantee agrees to restore or cause to have restored the Temporary Construction Easement Area as reasonably as possible to the pre-existing condition or a condition otherwise mutually agreed upon by Grantor and Grantee at the time of such expiration or sooner termination of this Temporary Construction Easement Deed.

6. Indemnity. The Grantee agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County, any occupant of the Burdened Property ("Occupant") including without limitation, each of their respective officers, employees, contractors, subcontractors, agents, representatives, consultants, directors, members, invitees, volunteers, successors and assigns and its authorized officers, employees, agents and volunteers (collectively, the "Indemnities") from and against any and all claims, demands, suits, judgments, fines, penalties, encumbrances, liens, damages of any type whatsoever (whether foreseeable or unforeseeable), costs and expenses (including, without limitation, any litigation expenses and experts' or attorneys' fees), liabilities, or losses (collectively, the "Liabilities") to the extent arising out of or in connection with: (i) the use of the Temporary Construction Easement Area by Grantee,

its officers, employees, contractors, subcontractors, agents, representatives, consultants, and invitees, and their respective successors and assigns (collectively, the "Grantee Affiliates"), or any other party aside from Grantor or Occupant, including, but not limited to, members of the general public; (ii) the acts or omissions (including, without limitation, the negligence, gross negligence, or willful misconduct) of Grantee, any Grantee Affiliate, or any other party aside from Grantor or Occupant, including, but not limited to, members of the general public; (iii) bodily and/or personal injury or death of any person (including, without limitation, employees of Grantee or members of the general public) arising out of or in connection with the exercise of rights or performance of obligations under this Temporary Construction Easement Deed by Grantee, any Grantee Affiliate, or any other party aside from Grantor or Occupant, including, but not limited to, members of the general public; (iv) the non-performance, breach, or violation by Grantee or any Grantee Affiliate of any term or condition of this Temporary Construction Easement Deed, and/or (v) any handling of Hazardous Materials (as hereinafter defined) by Grantee, any Grantee Affiliate, or any other party aside from Grantor or Occupant, including, but not limited to, members of the general public, or the presence or release of Hazardous Materials in, on or under the Temporary Construction Easement Area (caused by Grantee, any Grantee Affiliate, or any other party aside from Grantor or Occupant, including, but not limited to, members of the general public) during the term of this Temporary Construction Easement Deed, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Grantee's indemnification obligation applies to the Indemnities "passive" negligence but does not apply to the Indemnities "sole" or "active" negligence" or "willful misconduct" within the meaning of Civil Code Section 2782

For the purposes of this Temporary Construction Easement Deed, "Hazardous Materials" means each and every element, compound, chemical mixture, contaminant, pollutant, material, waste or other substance which is defined, determined or identified as hazardous or toxic under any applicable environmental law or regulation.

7. Release and Waiver. Grantee, on behalf of itself, the Grantee Affiliates, and their respective successors and assigns, hereby releases Grantor, Occupant, their respective Affiliates, and each and all of their respective officers, employees, contractors, subcontractors, agents, representatives, consultants, invitees, successors, and assigns, from any and all risk of, loss, damage, or injury of any kind to any person or property, including, without limitation, the Temporary Construction Easement Area and any property belonging to, or under the control or custody of, Grantee, any Grantee Affiliate, and their respective successors and assigns. This release will include, without limitation, any and all loss, damage, or injury caused by defects in structures or improvements in or on, the Temporary Construction Easement Area and accident, fire, or other casualties on the Temporary Construction Easement Area. Grantee, on behalf of itself, the Grantee Affiliates, and their respective successors and assigns, hereby waives all claims and demands against Grantor, Occupant, their respective Affiliates, and each of their respective officers, employees, contractors, subcontractors, agents, representatives, consultants, invitees, successors, and assigns, pertaining to Liabilities.

8. Insurance. The Grantee agrees to provide insurance set forth in accordance with the requirements herein. If the Grantee uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the 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 the lease hereunder.

A. Without in anyway affecting the indemnity herein provided and in addition thereto, the Grantee shall secure and maintain throughout the contract term 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 the Grantee and all risks to such persons under this lease agreement.

If Grantee has no employees, it may certify or warrant to the County 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 may be waived by the County's Director of Risk Management.

If, Grantee is a non-profit corporation, organized under California or Federal law, volunteers for Grantee are required to be covered by Workers' Compensation insurance.

2. Commercial/General Liability Insurance – The Grantee shall carry General Liability Insurance covering all operations performed by or on behalf of the Grantee providing coverage for bodily injury and property damage with a combined single limit of not less than two million dollars (\$2,000,000), 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 - This coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned vehicles or symbol 1 (any auto). The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

B. Additional Named Insured - All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the exercise of this Easement. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85. The additional insured endorsements shall not limit the scope of coverage for the

County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy.

C. Waiver of Subrogation Rights - Grantee shall require the carriers of the above required coverage's to waive all rights of subrogation against the County and 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 to subrogation prior to a loss or claim. Grantee hereby waives all rights or subrogation against County.

D. Policies Primary and Non-Contributory - All policies required above are to be primary and non-contributory with any insurance of self-insurance programs carried or administered by the County.

E. 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 County or between and any other insured or additional insured under the policy.

F. Proof of Coverage - Grantee shall immediately and prior to exercising any of its rights under this license, furnish certificates of insurance to the County evidencing the insurance coverage, including endorsements, required herein, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days prior written notice to the County, and Grantee shall maintain such insurance from the time Grantee commences performance of this license until the expiration of any applicable statute of limitations for filing a claim or lawsuit by a third party arising from Grantee's activities pursuant to this license. Within sixty (60) days of the commencement of this license, the Grantee shall furnish certified copies of the policies and all endorsements.

G. Acceptability of Insurance Carrier – Unless otherwise approved in writing by the County's Risk Manager, 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".

H. Deductibles and Self-Insured Retentions – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved in writing by the County's Risk Manager.

I. Subcontractor Insurance Requirements – Grantee agrees to require all parties or subcontractors, including architects or others it hires or contracts with related to the performance of this license to provide insurance covering the contracted operations with the same coverage and subject to the same insurance specifications set forth herein (including waiver of subrogation rights), and naming the County as an additional insured. Grantee agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided as required by this Section.

J. Insurance Review - The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager 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 County, inflation, or any other item reasonably related to the County's risk. Any such reduction or waiver for the entire term of this license and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this license. Grantee agrees to execute any such amendment within thirty (30) days of receipt.

9. Successors and Assigns. This Temporary Construction Easement Deed will be binding on the Parties and their respective successors and assigns. In no event may Grantee sell, transfer, assign or encumber the rights or obligations conveyed by this Temporary Construction Easement Deed or Grantee's interest under this Temporary Construction Easement Deed.

10. Breach, Restoration, and Remedies.

(a) Injunctive and Other Relief: The Parties further intend that, should any Party undertake, or cause to be undertaken, any activity in violation of this Temporary Construction Easement Deed, or refuse after reasonable notice from the other Party to stop any activity in violation of this Temporary Construction Easement Deed, then the other Party will have the right to obtain injunctive relief or writs from courts of competent jurisdiction in the County of Orange, State of California, to stop any prohibited activity. The Parties will have the right to seek temporary restraining orders, preliminary injunctions, and similar provisional, equitable relief in a court of competent jurisdiction, provided that the Party seeking such relief has: (i) determined in good faith that the breach or threatened breach requires such immediate relief; and (ii) given the other Party notice and an opportunity to cure such breach or threatened breach. The Parties acknowledge and agree that Occupant (including L-3) and its Affiliates shall be permitted to take any action permitted hereunder to enforce Grantor's rights under this Section 10.

(b) Cumulative Remedies: The remedies of Grantor and Grantee set forth in this Temporary Construction Easement Deed are cumulative. Any, or all, of the remedies may be invoked by Grantor or Grantee if there is an actual or threatened violation of this Temporary Construction Easement Deed.

(c) Delay in Enforcement: Enforcement of the terms and provisions of this Temporary Construction Easement Deed will be at the discretion of Grantor or Grantee. Any forbearance on behalf of Grantor or Grantee to exercise its rights hereunder in the event of any breach by the other Party or its respective assigns will not be deemed or construed to be a waiver of that Party's rights hereunder in the event of any subsequent breach.

11. Liens. Grantee will ensure that no lien is placed upon the Temporary Construction

Easement Area or the Burdened Property due to the exercise of rights or performance of obligations under this Temporary Construction Easement Deed by Grantee. If such a lien is placed upon the Temporary Construction Easement Area or the Burdened Property, Grantee will immediately cause it to be removed at Grantee's sole cost and expense.

12. Miscellaneous.

(a) No Third-Party Beneficiaries: The Parties agree that, other than Grantee, no governmental agency, person, or entity other than the Parties themselves will have the right to enforce any of the terms or provisions of this Temporary Construction Easement Deed, it being intended that, other than Grantee, there be no third-party beneficiaries of this Temporary Construction Easement Deed.

(b) Governing Law: This Temporary Construction Easement Deed will be governed by and construed in accordance with California law.

(c) Entire Agreement: This Temporary Construction Easement Deed sets forth the entire agreement and understanding between the Parties with respect to the subject matter of this Temporary Construction Easement Deed.

(d) Compliance with Law: Grantee will comply with all applicable federal, state, and local laws and regulations in its exercise of rights and performance of obligations under this Temporary Construction Easement Deed.

(e) No Recordation: This Temporary Construction Easement Deed shall not be recorded.

(f) Attorneys' Fees and Costs: If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under Paragraph 7, Indemnification.

(g) Notices: All notices, requests, demands, or other communications under this Temporary Construction Easement Deed will be in writing and notice will be sufficiently given for all purposes when provided as follows:

(i) Personal Delivery: When personally delivered to the recipient, notice is effective upon delivery;

(ii) First Class Mail: When mailed first class to the last address of the recipient known to the Party giving notice: notice is effective after three (3) mail delivery days of being deposited in a United States Postal Service office or mailbox ;

(iii) Certified Mail: When mailed by certified mail, with return receipt requested: notice is effective upon receipt, if delivery is confirmed by a return receipt;

(iv) Overnight Delivery: When delivered by an overnight delivery service, with charges prepaid or charged to sender's account: notice is effective upon delivery, if delivery is confirmed by the delivery service; or

(v) Facsimile Transmission: When sent by fax to the last fax number of the recipient known to the Party giving notice: notice is effective upon receipt or, if it is received after 5:00 p.m. (recipient's time) or on a non-business day, on the next business day.

In the case of notifications to the Parties, addresses for purpose of giving notice hereunder are as follows:

- (i) County of San Bernardino
Real Estate Services Department
385 N Arrowhead Ave., 3rd Fl.
San Bernardino, CA 92415
Attn: Director
- (ii) California University of Science and Medicine
217 E. Club Center Dr., Suite A
San Bernardino, CA 92408
Attn: Moe Aboufares

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the Party to be notified will be deemed effective as of the first date the notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service. Each Party must provide advance written notice to the other of any change to its contact information (i.e., address, telephone number, or fax number).

(h) Modification; Severability; Waiver; Survival: This Temporary Construction Easement Deed may not be modified or altered except in writing and signed by both Parties. If any part of this Temporary Construction Easement Deed is found to be in conflict with applicable laws or regulations, that part will be inoperative, null, and void insofar as it is in conflict; however, the remainder of the Temporary Construction Easement Deed will remain in full force and effect. The failure by one Party to enforce or require the other Party's full compliance with the terms and provisions of this Temporary Construction Easement Deed will not constitute a waiver of its right to do so in the future, nor will it release the other party from its responsibilities under this Temporary Construction Easement Deed. A Party's consent to or approval of any act by the other Party, which act requires the first Party's consent or approval, will not be construed to waive or render unnecessary the first Party's consent to or approval of subsequent acts. A waiver of rights under this Temporary Construction Easement Deed will only be valid if it is clearly set forth in writing. The covenants, agreements and indemnities of the parties set forth in this Temporary Construction Easement Deed shall survive any termination of this Temporary

Construction Easement Deed.

(i) No Fee Interest Transferred: Nothing in this Temporary Construction Easement Deed shall be construed as transferring any fee interest in the Temporary Construction Easement Area or the Burdened Property to Grantee.

IN WITNESS WHEREOF, the Parties have executed this Temporary Construction Easement Deed on the dates set forth below, but this Temporary Construction Easement Deed is effective as of the date first written above.

[SIGNATURES ON THE FOLLOWING PAGE]

GRANTOR:
County of San Bernardino

GRANTEE:
**California University of Science and
Medicine**, a California nonprofit corporation

By: _____

Curt Hagman, Chairman
Board of Supervisors

Dated: _____

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

Laura H. Welch

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

By: _____

Deputy

By: _____

Title: _____

Dated: _____

By: _____

Title: _____

Dated: _____

APPROVED AS TO LEGAL FORM

MICHELLE D. BLAKEMORE,
County Counsel
San Bernardino County, California

By: _____

Robert Messinger, Principal Assistant
County Counsel

Dated: _____

EXHIBIT A

BURDENED PROPERTY

LEGAL DESCRIPTION

That certain real property situated in the unincorporated area of the County of San Bernardino, State of California, described as follows:

PARCEL A: APN 0254-081-29

THE SOUTH 250.00 FEET OF PARCEL 1 OF PARCEL MAP NO. 9095, IN THE CITY OF COLTON, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 96, PAGES 86 AND 87, OF PARCEL MAPS, AND THE SOUTH 250.00 FEET OF PARCEL 1 OF PARCEL MAP NO. 12542, AS PER MAP RECORDED IN BOOK 146 PAGE 65 OF PARCEL MAPS, BOTH MAPS RECORDS OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF COLTON BY DEED RECORDED OCTOBER 20, 1997 AS INSTRUMENT NO. 97-383441 OFFICIAL RECORDS.

PARCEL B: APN 0254-081-35

THE NORTH 1/2 OF THE WEST 1/2 OF LOT 183, TOWN OF RIALTO AND ADJOINING SUBDIVISION, IN THE CITY OF COLTON, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 4, PAGE 11 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION OF THE PROPERTY GRANTED TO THE CITY OF COLTON, RECORDED ON MAY 10, 1991 AS INSTRUMENT NO. 91-159948 OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS:

THOSE PORTION OF THE WEST 1/2 (ONE HALF) OF THE FARM LOT 183 OF THE TOWN OF RIALTO AND ADJOINING SUBDIVISIONS, IN THE CITY OF COLTON, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 4, PAGE 11 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS: PARCEL NO. 1 (SAN BERNARDINO AVENUE) THE NORTH 44 FEET OF SAID LAND.

EXCEPTING ANY PORTIONS THEREOF LYING WITHIN SAN BERNARDINO AVENUE, 60 FEET WIDE, AS SHOWN ON SAID MAP.

NOTE: AREAS AND DISTANCES COMPUTED TO STREET CENTERS.

PARCEL NO. 2 A TRIANGULAR SHAPED PARCEL OF SAID LAND BOUNDED AS FOLLOWS: ON THE WEST BY THE EAST LINE OF PEPPER AVENUE, 60 FEET WIDE AS SHOWN ON SAID MAP. ON THE NORTH BY THE SOUTH LINE OF SAID PARCEL 1; AND ON THE SOUTHEAST BY THE CHORD OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 20.00 FEET, SAID CURVE BEING TANGENT TO THE EAST LINE OF SAID PEPPER AVENUE AND TANGENT TO THE SOUTH LINE OF SAID PARCEL NO. 1.

ALSO EXCEPTING THEREFROM THOSE PORTIONS OF THE PROPERTY GRANTED TO THE COLTON UNIFIED SCHOOL DISTRICT, RECORDED ON FEBRUARY 23, 1995 AS INSTRUMENT NO. 55939 AND SEPTEMBER 26, 1997 AS INSTRUMENT NO. 354478 OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 411.39 FEET OF THE WEST 1/2 OF LOT 183, MAP OF THE TOWN OF RIALTO AND ADJOINING SUBDIVISION, AS PER MAP RECORDED IN BOOK 4, PAGE 11 OF MAPS, RECORDS OF SAID COUNTY.

NOTE: AREA AND DISTANCES ARE COMPUTED TO THE CENTER OF ADJOINING STREETS. ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF COLTON BY DEED RECORDED OCTOBER 20, 1997 AS INSTRUMENT NO. 97-383441 OFFICIAL RECORDS.

PARCEL C: APN 0254-081-36

THE SOUTHWEST 1/4 OF LOT 183, TOWN OF RIALTO AND ADJOINING SUBDIVISION, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 4 OF MAPS, PAGE 11 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPTING THEREFROM THOSE PORTIONS OF THE PROPERTY GRANTED TO THE COLTON JOINT UNIFIED SCHOOL DISTRICT, RECORDED ON FEBRUARY 23, 1995 AS INSTRUMENT NO. 95-55939 AND SEPTEMBER 26, 1997 AS INSTRUMENT NO. 97-354478 OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 411.39 FEET OF THE WEST 1/2 OF LOT 183, MAP OF THE TOWN OF RIALTO AN ADJOINING SUBDIVISION, AS PER MAP RECORDED IN BOOK 4, PAGE 11 OF MAPS, RECORDS OF SAID COUNTY.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF COLTON BY DEED RECORDED OCTOBER 20, 1997 AS INSTRUMENT NO. 97-383441 OFFICIAL RECORDS.

EXHIBIT B

TEMPORARY CONSTRUCTION EASEMENT AREA

EXHIBIT "A" LEGAL DESCRIPTION FOR TEMPORARY CONSTRUCTION EASEMENT PARCEL "A"

LAND WITHIN LOT 183 OF THE MAP OF THE TOWN OF RIALTO, IN THE CITY OF COLTON, SAN BERNARDINO COUNTY, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 4 OF MAPS, PAGE 11, RECORDS OF SAID COUNTY, SAID LAND IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF PARCEL 1 OF PM 12542, PMB 146/65, SAID POINT ALSO BEING 250 FEET NORTH OF THE SOUTH LINE OF PARCEL 1 OF PM 12542, PMB 146/65;

THENCE SOUTHERLY ALONG THE EAST LINE OF PARCEL 1 OF PM 12542, PMB 146/65, S00°27'15"E, A DISTANCE OF 23.68 FEET;

THENCE LEAVING THE EAST LINE OF PARCEL 1 OF PM 12542, PMB 146/65, AND CONTINUING N89°57'15"W, A DISTANCE OF 317.58 FEET;

THENCE S00°02'01"E, A DISTANCE OF 44.05 FEET;

THENCE S88°25'56"W, A DISTANCE OF 4.97 FEET, TO A POINT ON THE WEST LINE OF PARCEL 1 OF PM 12542, PMB 146/65;

THENCE NORTHERLY ALONG THE WEST LINE OF PARCEL 1 OF PM 12542, PMB 146/65, N00°26'11"W, A DISTANCE OF 65.16 FEET, TO A POINT ON THE NORTH LINE OF THE SOUTH 250 FEET OF PARCEL 1 OF PM 12542, PMB 146/65;

THENCE EASTERLY ALONG THE NORTH LINE OF THE SOUTH 250 FEET OF PARCEL 1 OF PM 12542, PMB 146/65, N89°33'51"E, A DISTANCE OF 322.84 FEET, TO THE POINT OF BEGINNING.



Prepared by HILLWIG-GOODROW, INC.:
31407 Outer Hwy. 10, Redlands, CA 92373 (888) 626-5137

William J. McKeever
WILLIAM J. McKEEVER, RCE 22502
LICENSE EXPIRES: 12-31-19

11/26/18
DATE

SCALE: N.A.

FILE NO.: 105-189

DATE: November 26, 2018

SHEET 1 OF 2

EXHIBIT "B" TEMPORARY CONSTRUCTION EASEMENT PARCEL "A"

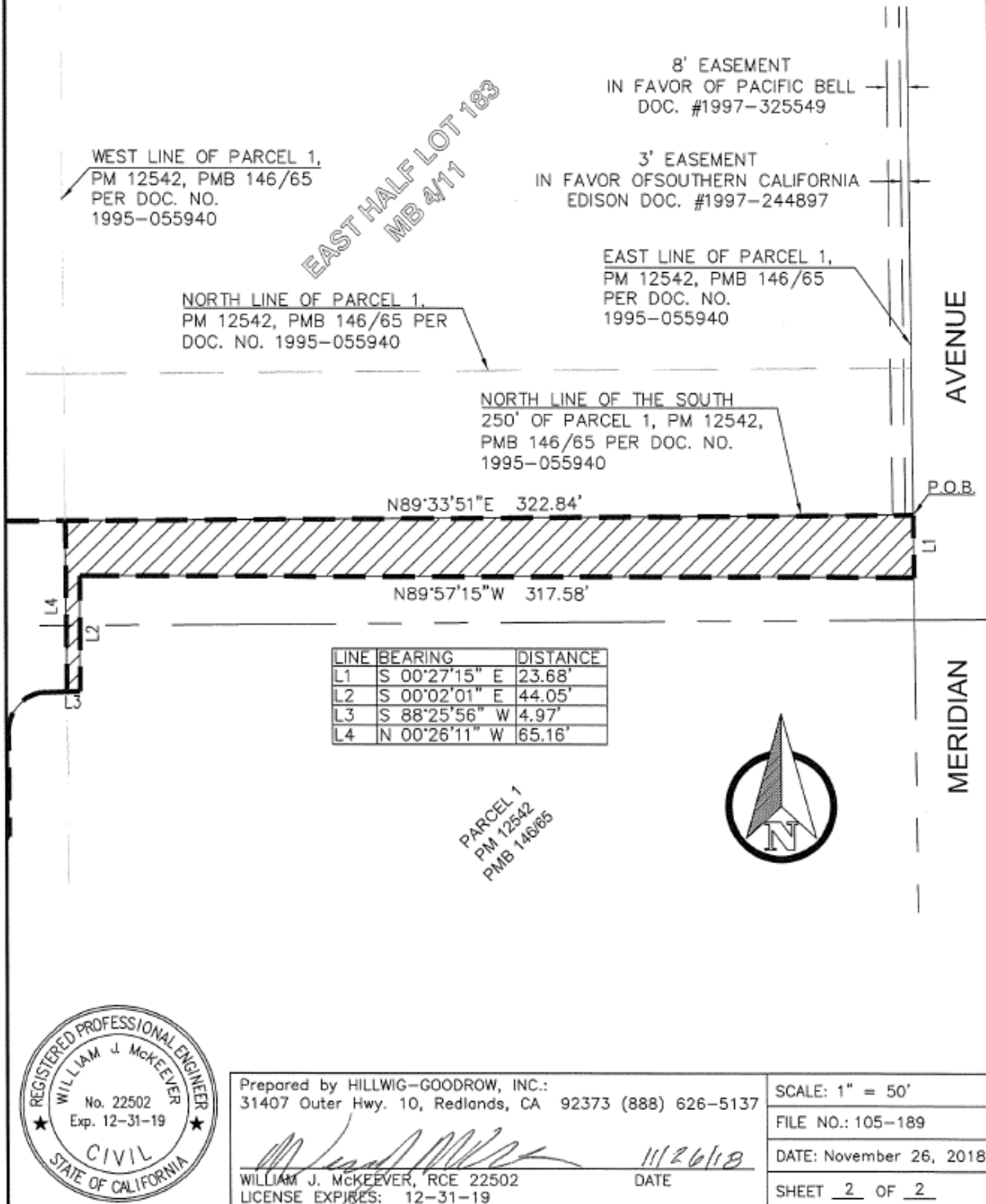


EXHIBIT "A" LEGAL DESCRIPTION FOR TEMPORARY CONSTRUCTION EASEMENT PARCEL "B"

LAND WITHIN LOT 183 OF THE MAP OF THE TOWN OF RIALTO, IN THE CITY OF COLTON, SAN BERNARDINO COUNTY, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 4 OF MAPS, PAGE 11, RECORDS OF SAID COUNTY, SAID LAND IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF PARCEL 1 OF PM 12542, PMB 146/65, SAID POINT ALSO BEING 250 FEET NORTH OF THE SOUTH LINE OF PARCEL 1 OF PM 9095, PMB 96/86-87;

THENCE SOUTHERLY ALONG THE WEST LINE OF PARCEL 1 OF PM 12542, PMB 146/65, S00°26'11"E, A DISTANCE OF 65.16 FEET;

THENCE LEAVING THE WEST LINE OF PARCEL 1 OF PM 12542, PMB 146/65, CONTINUING S88°25'56"W, A DISTANCE OF 10.27 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 14.93 FEET AND A RADIAL BEARING OF S11°17'10"E;

THENCE WESTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 79°07'05", AN ARC LENGTH OF 20.62 FEET;

THENCE S00°24'15"E, A DISTANCE OF 39.83 FEET;

THENCE S89°25'56"W, A DISTANCE OF 43.62 FEET;

THENCE N00°34'04"W, A DISTANCE OF 10.00 FEET, TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 41.88 FEET;

THENCE NORTHERLY AND WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 88°58'18", AN ARC LENGTH OF 65.03 FEET;

THENCE N89°32'21"W, A DISTANCE OF 10.00 FEET;

THENCE N00°27'39"E, A DISTANCE OF 45.42 FEET;

THENCE WEST, A DISTANCE OF 187.20 FEET, TO A POINT ON THE WEST LINE OF PARCEL 1 OF PM 9095, PMB 96/86-87;

THENCE NORTHERLY ALONG THE WEST LINE OF PARCEL 1 OF PM 9095, PMB 96/86-87, N00°25'40"W, A DISTANCE OF 21.18 FEET, TO A POINT ON THE NORTH LINE OF THE SOUTH 250 FEET OF PARCEL 1 OF PM 9095, PMB 96/86-87;

THENCE EASTERLY ALONG THE NORTH LINE OF THE SOUTH 250 FEET OF PARCEL 1 OF PM 9095, PMB 96/86-87, N89°33'51"E, A DISTANCE OF 303.76 FEET, TO THE POINT OF BEGINNING.



Prepared by HILLWIG-GOODROW, INC.:
31407 Outer Hwy. 10, Redlands, CA 92373 (888) 626-5137

William J. McKeever
WILLIAM J. McKEEVER, RCE 22502
LICENSE EXPIRES: 12-31-19

12/28/12
DATE

SCALE: N.A.
FILE NO.: 105-189
DATE: December 5, 2018
SHEET <u>1</u> OF <u>2</u>

EXHIBIT "B" TEMPORARY CONSTRUCTION EASEMENT PARCEL "B"



EAST HALF LOT 183
MB 4/11

WEST LINE OF PARCEL 1,
PM 12542, PMB 146/65
PER DOC. NO. 1995-055940

PARCEL 1
PM 9095
PMB 96/86-87

WEST LINE OF PARCEL 1,
PM 9095, PMB 96/86-87
PER DOC. NO. 1995-055940

NORTH LINE OF THE SOUTH
250' OF PARCEL 1, PM 9095,
PMB 96/86-87 PER DOC. NO.
1995-055940

N89°33'51"E 303.76'

P.O.B.

L8

N90°00'00"W 187.20'

L7

L6

PARCEL 1
PM 9095
PMB 96/86-87

C1

C2

L5

L4

L1

L2

S11°17'10"E(R)

LINE	BEARING	DISTANCE
L1	S 00°26'11" E	65.16'
L2	S 88°25'56" W	10.27'
L3	S 00°24'15" E	39.83'
L4	S 89°25'56" W	43.62'
L5	N 00°34'04" W	10.00'
L6	N 89°32'21" W	10.00'
L7	N 00°27'39" E	45.42'
L8	N 00°25'40" W	21.18'

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE
C1	14.93'	20.62'	79°07'05"
C2	41.88'	65.03'	88°58'18"



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WILLIAM J. McKEEVER, RCE 22502
LICENSE EXPIRES: 12-31-19

DATE

12/28/18

SCALE: 1" = 50'

FILE NO.: 105-189

DATE: December 5, 2018

SHEET 2 OF 2

EXHIBIT "A" LEGAL DESCRIPTION FOR TEMPORARY CONSTRUCTION EASEMENT PARCEL "C"

LAND WITHIN LOT 183 OF THE MAP OF THE TOWN OF RIALTO, IN THE CITY OF COLTON, SAN BERNARDINO COUNTY, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 4 OF MAPS, PAGE 11, RECORDS OF SAID COUNTY, SAID LAND IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF PARCEL 1 OF PM 9095, PMB 96/86-87, SAID POINT ALSO BEING 250 FEET NORTH OF THE SOUTH LINE OF PARCEL 1 OF PM 9095, PMB 96/86-87;

THENCE SOUTHERLY ALONG THE WEST LINE OF PARCEL 1 OF PM 9095, PMB 96/86-87, S00°25'40"E, A DISTANCE OF 21.18 FEET;

THENCE WEST, A DISTANCE OF 88.15 FEET;

THENCE SOUTH, A DISTANCE OF 58.84 FEET;

THENCE S89°23'51"W, A DISTANCE OF 74.03 FEET;

THENCE NORTH, A DISTANCE OF 11.58 FEET;

THENCE S89°40'33"W, A DISTANCE OF 11.13 FEET;

THENCE N00°25'40"W, A DISTANCE OF 373.12 FEET;

THENCE WEST, A DISTANCE OF 16.95 FEET;

THENCE NORTH, A DISTANCE OF 62.31 FEET;

THENCE EAST, A DISTANCE OF 26.48 FEET, TO A POINT ON THE WEST LINE OF LAND GRANTED TO COLTON UNIFIED SCHOOL DISTRICT PER DOCUMENT NO. 1995-055940;

THENCE SOUTHERLY ALONG THE WEST LINE OF LAND GRANTED TO COLTON UNIFIED SCHOOL DISTRICT PER DOCUMENT NO. 1995-055940, S00°25'40"E, A DISTANCE OF 367.39 FEET;

THENCE EASTERLY ALONG THE SOUTH LINE OF LAND GRANTED TO COLTON UNIFIED SCHOOL DISTRICT PER DOCUMENT NO. 1995-055940, N89°33'51"E, A DISTANCE OF 163.65 FEET, TO THE POINT OF BEGINNING.



Prepared by HILLWIG-GOODROW, INC.:
31407 Outer Hwy. 10, Redlands, CA 92373 (888) 626-5137

William J. McKeever
WILLIAM J. McKEEVER, RCE 22502
LICENSE EXPIRES: 12-31-19

12/28/18
DATE

SCALE: N.A.
FILE NO.: 105-189
DATE: December 5, 2018
SHEET <u>1</u> OF <u>2</u>

EXHIBIT "B" TEMPORARY CONSTRUCTION EASEMENT PARCEL "C"



WEST HALF LOT 183
MB 4/11

EAST HALF LOT 183
MB 4/11

LINE	BEARING	DISTANCE
L1	S 00°25'40" E	21.18'
L2	N 90°00'00" W	88.15'
L3	S 00°00'00" W	58.84'
L4	S 89°23'51" W	74.03'
L5	N 00°00'00" W	11.58'
L6	S 89°40'33" W	11.13'
L7	N 90°00'00" W	16.95'
L8	N 00°00'00" W	62.31'
L9	N 90°00'00" E	26.48'

WEST LINE OF LAND GRANTED TO
COLTON UNIFIED SCHOOL DISTRICT
PER DOC. NO. 1995-055940

WEST LINE OF PARCEL 1,
PM 9095, PMB 96/86-87
PER DOC. NO. 1995-055940

PARCEL 1
PM 9095
PMB 96/86-87

NORTH LINE OF THE SOUTH
250' OF PARCEL 1, PM 9095,
PMB 96/86-87 PER DOC. NO.
1995-055940

SOUTH LINE OF LAND GRANTED TO
COLTON UNIFIED SCHOOL DISTRICT
PER DOC. NO. 1995-055940

N 89°33'51" E 163.65'

P.O.B.



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WILLIAM J. McKEEVER, RCE 22502
LICENSE EXPIRES: 12-31-19

12/28/19
DATE

SCALE: 1" = 60'

FILE NO.: 105-189

DATE: December 5, 2018

SHEET 2 OF 2