

WHEN RECORDED MAIL TO:

COUNTY OF SAN BERNARDINO

Real Estate Services Department
385 North Arrowhead Avenue, 3rd Floor
San Bernardino, California 92415
ATTN: Director

MAIL TAX STATEMENTS TO:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EASEMENT DEED

THIS ACCESS AND CROSS DRAINAGE DEED AND ROAD MAINTENANCE AGREEMENT (the "Easement Agreement") is made and entered into on _____, 2019, by and between the County of San Bernardino, a public body, corporate and politic ("County") and the California University of Science and Medicine, a California nonprofit corporation (the "University"), with reference to the following facts:

RECITALS

A. University is the owner of certain real property situated in the County of San Bernardino, California, and more particularly described in Exhibit "A" attached hereto and made a part hereof (the "University Parcels"), on which University intends to construct a health sciences and medical University campus.

B. County is the owner of certain real property situated in the County of San Bernardino, California, commonly known as the "Arrowhead Regional Medical Center" or "ARMC" and more particularly described in Exhibit "B" attached hereto and made a part hereof (the "County Parcels"). The County Parcels are adjacent to the University Parcels and have been improved with a County owned and operated public hospital and campus.

C. The University desires to obtain permanent non-exclusive easements for cross drainage, vehicular and pedestrian access to and from the University Parcels, and ingress and egress in, across and over that portion of the County Parcels depicted in Exhibit "C" attached hereto and made a part hereof (the "Easement Area"), upon and subject to the terms of this Easement Agreement.

D. County wishes to grant to University, and University wishes to accept from County, permanent non-exclusive easements for cross drainage, vehicular and pedestrian access to and from the University Parcels, and ingress and egress in, across, under and over the Easement Area and to provide for the allocated costs and expenses of maintaining the Easement Area, subject to the terms set forth below.

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

EASEMENTS

1. Vehicular and Pedestrian Easement. County hereby grants and conveys to University and its successors and assigns, and University hereby accepts from County, a permanent, non-exclusive easement for vehicular and pedestrian access to and from the University Parcels in, upon, over and across those portions of the Easement Area improved for the passage of vehicles and pedestrians, as shown on the site map, attached hereto as Exhibit "D" and made a part hereof (the "Site Map"), such that ingress and egress between the University Parcels and the County Parcels shall be provided over the Easement Area, for the benefit of the University Parcels and its present and future owners, tenants and occupants, and the employees, invitees and students of such owners, tenants and occupants, of the University Parcels. This easement for vehicular and pedestrian access includes, without limitation, an easement for ingress and egress in, upon, over and across the Easement Area, including Violet Road (private road) and the entrance driveways to the County Parcels at Violet Road and Pepper Avenue (public road) and at Violet Road and Meridian Avenue (public road) (as depicted on the Site Map).

2. Cross Drainage Easement. County hereby grants and conveys to University and its successors and assigns, and University hereby accepts from County, a permanent easement for cross drainage to and from the University Parcels upon, over and across the Easement Area as required for the purpose of facilitating the established surface drainage pattern over, and storm sewer system serving, the University Parcels and the County Parcels. For the purpose of this paragraph, "established" drainage is defined as the drainage patterns existing as of the completion of construction of grading and improvements identified on page 103 of the City of Colton's Final Initial Study and Subsequent Mitigated Negative Declaration for the California University of Science and Medicine Campus, and which cross-drainage is further depicted on Exhibit "E," attached hereto and made a part hereof.

3. Reasonable Use. Any entrance upon or movement across the Easement Area by any person whose rights arise under this Easement Agreement shall be conducted such that it does not damage the Easement Area, the County Parcels or any improvements thereon, or unreasonably interfere with the rights of free use and enjoyment of the Easement Area, the County Parcels or any improvement located thereon by other persons whose right arise under this Easement Agreement, or otherwise unreasonably increase the burden on the Easement Area or the County Parcels. Any person damaging the Easement Area or the County Parcels shall repair and/or replace any damage they may cause to the Easement Area, the County Parcels or any improvement thereon such that it meets the reasonable approval of the County. Any person found to be in violation of this paragraph shall be liable for any and all damages at law or in equity associated with or arising under such violation.

4. Term. This Easement Agreement, and the Easements granted hereunder, shall be deemed effective for all purposes as of the date first set forth above, and shall continue in perpetuity.

5. Maintenance of Roadways; Allocation of Costs. The County hereby covenants to keep the Easement Area free of any striped parking stalls. The County, and its successors and assigns, shall have the exclusive right and duty to maintain and repair the Easement Area, to a standard for similar roadways within hospital developments in San Bernardino County. County shall, in its reasonable discretion, estimate the cost of such maintenance and repair (including a sinking fund for long term major repairs and replacements) for the County's fiscal year (the "Road Maintenance Budget") not later than June 15 with respect to the next fiscal year commencing on July 1st and deliver it to the University or its successors and assigns. Any Road Maintenance Budget shall allocate the total costs and expenses set forth therein as follows: (a) fifty percent (50%) of the costs and expenses shall be allocated to the University and (b) fifty percent (50%) of the costs and expenses shall be allocated to the County. University shall pay to County its allocated share of the costs and expenses (the "Maintenance Payment") within thirty (30) days of delivery of the cost estimate described above. In the event that the actual costs and expenses exceed or are less than the Road Maintenance Budget, the County will either transmit a refund of the allocated excess or an invoice for the allocated shortfall to the University no later than November 1 for the preceding fiscal year ending June 30.

6. Indemnification. The University 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 to the extent arising out of or in connection with: (i) the use of the Easement by Grantee, its officers, employees, contractors, subcontractors, agents, representatives, consultants, and invitees, and their respective successors and assigns (collectively, the "University Affiliates"), or any other party aside from County 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 University, any University Affiliate, or any other party aside from County 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 University or members of the general public) arising out of or in connection with the exercise of rights or performance of obligations under this Easement Agreement by University, any University Affiliate, or any other party aside from County or Occupant, including, but not limited to, members of the general public; (iv) the non-performance, breach, or violation by University or any University Affiliate of any term or condition of this Easement Agreement, and/or (v) any handling of Hazardous Materials (as hereinafter defined) by University, any University Affiliate, or any other party aside from County 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 Easement (caused by University, any University Affiliate, or any other party aside from County or Occupant, including, but not limited to, members of the general public) during the term of this Easement Agreement (collectively, the "Liabilities"), except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the

existence or degree of fault of indemnities. The University's indemnification obligation applies to the Indemnities "passive" negligence but does not apply to the Indemnities' "sole negligence" or "active negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

For the purposes of this Easement Agreement, "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. University, on behalf of itself, the University Affiliates, and their respective successors and assigns, hereby releases County, Occupant, 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 Easement Area and any property belonging to, or under the control or custody of, University, any Grantee Affiliate, and their respective successors and assigns. This release includes, without limitation, any and all loss, damage, or injury caused by defects in structures or improvements in or on, the Easement Area and accident, fire, or other casualties on the Easement Area. University, on behalf of itself, the University Affiliates, and their respective successors and assigns, hereby waives all claims and demands against County, Occupant, and each of their respective officers, employees, contractors, subcontractors, agents, representatives, consultants, invitees, successors, and assigns, pertaining to Liabilities.

8. Insurance. The University agrees to provide insurance set forth in accordance with the requirements herein. If the University uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the University 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 University 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 University and all risks to such persons under this lease agreement.

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

2. Commercial/General Liability Insurance – The University shall carry General Liability Insurance covering all operations performed by or on behalf of the University 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 - University 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 University and University's employees or agents from waiving the right to subrogation prior to a loss or claim. University 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 – University 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 University and the County or between and any other insured or additional insured under the policy.

F. Proof of Coverage - University 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 University shall maintain such insurance from the time University 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 University's activities pursuant to this license. Within sixty (60) days of the commencement of this license, the University 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 – University 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. University 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. University agrees to execute any such amendment within thirty (30) days of receipt.

9. Liens. University will ensure that no lien is placed upon the Easement Area or the County Property due to the exercise of rights or performance of obligations under this Easement Agreement by University. If such a lien is placed upon the Easement Area or the County Property, University will immediately cause it to be removed at University's sole cost and expense.

10. Default and Right to Terminate. If there should be any default in payment by University of the Maintenance Payment provided herein, or if University should fail to perform, keep or observe any of the terms, conditions or covenants as set forth in this Easement Agreement, County may give University written notice of such default. If University fails to cure such default

within ten (10) days after demand from County, County shall have the right to obtain compliance through all available means.

11. 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.

12. Severability of Provisions. In the event any portion of this Easement Agreement shall be declared by any court of competent jurisdiction (or any referee or judge pro tem appointed as set forth above) to be invalid, illegal or unenforceable, such portion shall be deemed severed from this Easement Agreement, and the remaining parts hereof shall remain in full force and effect, as fully as though such invalid, illegal or unenforceable portion had never been part of this Easement Agreement.

13. Governing Law and Interpretation. This Easement Agreement shall be governed by and interpreted under and in accordance with the laws of the State of California without regard for any conflicts of law provisions thereof. This Easement Agreement shall be interpreted as though fully negotiated and drafted by both parties equally. In the event an ambiguity or question of intent or interpretation arises, no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Easement Agreement.

14. Entire Easement Agreement. This Easement Agreement constitutes the entire agreement between the parties relating to the above-described easements, maintenance rights and duties, and cost allocations. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Easement Agreement are of no force and effect. Any amendment to this Easement Agreement shall be of no force and effect unless it is in writing and signed by the parties hereto.

15. Notices. Notices provided for in this Easement Agreement shall be in writing and shall be deemed sufficiently given either when delivered personally at the appropriate address set forth below (in which event, such notice shall be deemed effective only upon such delivery) or 48 hours after deposit of same in any United States post office box in the state to which the notice is addressed, 72 hours after deposit of same in any such post office box other than in the state to which the notice is addressed, postage prepaid, addressed as set forth below.

Notices to the University shall be addressed as follows:

California University of Science and Medicine
217 E. Club Center Dr., Suite A
San Bernardino, CA 92408
Attn: Moe Aboufares

Notices to the County shall be addressed as follows:

County of San Bernardino
Real Estate Services Department
385 N Arrowhead Ave., 3rd Fl.
San Bernardino, CA 92415
Attn: Director

The addresses and addressees for purposes of this Section may be changed by giving notice of such change in the manner herein provided for giving notice. Unless and until such notice is received, the last address and addressee as stated by notice or as provided herein, if no notice of change has been sent or received, shall be deemed to continue in effect for all purposes hereunder.

16. Binding Nature of Easement Agreement. This Easement Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Deed as of the date first set forth 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"

UNIVERSITY PARCELS

DESCRIPTION OF UNIVERSITY PARCELS

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

PARCEL "A":

PARCEL 1 OF PARCEL OF MAP NO. 12542, IN THE CITY OF COLTON, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 146 OF PARCEL MAPS, PAGE 65, RECORDS OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE COUNTY OF SAN BERNARDINO BY DEED RECORDED FEBRUARY 23, 1995 AS INSTRUMENT NO. 19950055940 OF OFFICIAL RECORDS.

PARCEL "B":

PARCEL 2 OF PARCEL MAP NO. 12542, IN THE CITY OF COLTON, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 146 OF PARCEL MAPS, PAGE 65, RECORDS OF SAID COUNTY.

PARCEL "C":

THAT PORTION OF LOT 183 OF THE TOWN OF RIALTO AND ADJOINING SUBS, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 4 OF MAPS, PAGE 11, RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 183; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 183, BEING ALSO THE PRESENT CORPORATE BOUNDARIES OF THE CITY OF COLTON, A DISTANCE OF 130 FEET; THENCE WEST ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID LOT, A DISTANCE OF 180 FEET; THENCE NORTH ALONG A LINE PARALLEL TO THE EAST LINE OF SAID LOT, A DISTANCE OF 130 FEET TO THE NORTH LINE OF SAID LOT; THENCE EAST ALONG SAID NORTH LINE, A DISTANCE OF 180 FEET TO THE POINT OF BEGINNING.

SAVING AND EXCEPTING STREETS.

PARCEL "D":

THAT PORTION 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 OF PARCEL MAPS, PAGES 86 & 87, RECORDS OF SAID COUNTY LYING SOUTH OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE NORTHWEST CORNER OF PARCEL 1 OF PARCEL MAP NO. 12542, AS PER MAP RECORDED IN BOOK 146 OF PARCEL MAPS, PAGE 65, RECORDS OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA; THENCE WESTERLY ALONG THE WESTERLY PROLONGATION OF THE NORTH LINE OF SAID PARCEL 1 (PMB 146/65), SOUTH 89° 33' 46" WEST, 303.65 FEET TO A POINT OF THE WESTERLY LINE OF PARCEL 1 OF PARCEL MAP 9095, AS PER PLAT RECORDED IN BOOK 96, PAGES 86 & 87, RECORDS OF SAID COUNTY, AS CREATED BY LOT LINE ADJUSTMENT, RECORDED DECEMBER 07, 1990, INSTRUMENT NO. 90-484038, OFFICIAL RECORDS.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE COUNTY OF SAN BERNARDINO BY DEED RECORDED FEBRUARY 23, 1995 AS INSTRUMENT NO. 19950055940 OF OFFICIAL RECORDS.

PARCEL 1 OF PARCEL MAP NO. 9095, AS PER MAP RECORDED IN BOOK 96 OF PARCEL MAPS, PAGES 86 AND 87, RECORDS OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION OF SAID PARCEL 1 LYING SOUTH OF THE WESTERLY PROLONGATION OF THE NORTH LINE OF PARCEL 1 OF PARCEL MAP NO. 12542, AS PER MAP RECORDED IN BOOK 146 OF PARCEL MAPS, PAGES 65, RECORDS OF SAID COUNTY.

PARCEL "F":

THE EAST 163.65 FEET OF THE NORTH 411.39 FEET OF THE WEST HALF OF LOT 183, MAP OF THE TOWN RIALTO AND ADJOINING SUBDIVISION, AS PER PLAT RECORDED IN BOOK 4 OF MAPS, PAGE 11, RECORDS OF SAID COUNTY.

PARCEL "G":

THAT PORTION OF LOT 183, ACCORDING TO MAP OF THE TOWN OF RIALTO AND ADJOINING SUBDIVISION, AS PER PLAT RECORDED IN BOOK 4 OF MAPS, PAGE 11, RECORDS OF SAN BERNARDINO COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF SAID LOT BEING ALSO, THE SOUTHERLY LINE OF SAN BERNARDINO AVENUE, 60 FEET WIDE, DISTANT THEREON WESTERLY 273.00 FEET FROM THE NORTHWEST CORNER OF SAID LOT BEING ALSO THE WESTERLY LINE OF MERIDIAN AVENUE, 60.00 FEET WIDE; THENCE PARALLEL WITH THE EASTERLY LINE OF SAID LOT, SOUTHERLY 51.00 FEET; THENCE PARALLEL WITH THE SAID NORTHERLY LINE, WESTERLY 127.00 FEET; THENCE PARALLEL WITH THE SAID EASTERLY LINE OF NORTHERLY 51.00 FEET TO THE SAID NORTHERLY LINE OF SAID LOT; THENCE ALONG SAID LINE EASTERLY 127.00 FEET TO THE POINT OF BEGINNING.

APN(s): 0254-081-07-0-000, 0254-081-19-0-000, 0254-081-26-0-000, 0254-081-28-0-000, 0254-081-30-0-000, 0254-081-31-0-000 and 0254-081-32-0-000

EXHIBIT "B"

COUNTY PARCELS

DESCRIPTION OF COUNTY PARCELS

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.

PARCEL D: APN 0254-081-04

THE NORTHWEST 1/4 OF LOT 198, MAP 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.

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

PARCEL E: APN 0254-081-10

THE NORTHEAST 1/4 OF LOT 198, ACCORDING TO MAP 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.

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

PARCEL F: APN 0254-081-03

THE SOUTH 1/2 OF LOT 198, 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. THE AREA AND DISTANCES OF THE ABOVE DESCRIBED PROPERTY ARE COMPUTED TO THE CENTERS OF THE ADJOINING STREETS SHOWN ON SAID MAP.

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

PARCEL G: APN 0254-081-18

LOT 199, ACCORDING TO MAP 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. EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF COLTON BY DEED RECORDED OCTOBER 20, 1997 AS INSTRUMENT NO. 97-383441 OFFICIAL RECORDS.

PARCEL H: APN 0254-081-21

PARCEL H-1:

THE NORTH 200 FEET OF THE WEST 1/2 OF FARM LOT 214, IN ACCORDANCE WITH THE MAP 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.

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

PARCEL H-2:

THE SOUTH 200 FEET OF THE NORTH 400 FEET OF THE WEST 1/2 OF FARM LOT 214, IN ACCORDANCE WITH THE MAP 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.

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

PARCEL I: APN 0254-081-37

THE WEST 1/2 OF FARM LOT 214, EXCEPTING THE NORTH 400 FEET, IN ACCORDANCE WITH THE MAP 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.

TOGETHER WITH THE NORTH 30 FEET OF VALLEY BOULEVARD, AS VACATED BY RESOLUTION OF BOARD OF SUPERVISORS, RECORDED AUGUST 31, 1965 IN BOOK 6464 PAGE 459 OFFICIAL RECORDS.

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

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO PACIFIC OCEAN DRIVE 3315, LLC BY DEED RECORDED NOVEMBER 30, 2006 AS FILE NO. 2006-0810797 OF OFFICIAL RECORDS.

PARCEL J: APN 0254-081-11

THE EAST 1/2 OF LOT 214, AS PER MAP OF THE 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.

TOGETHER WITH THE NORTH 30 FEET OF VALLEY BOULEVARD (COLTON AVENUE), AS VACATED BY THE RESOLUTION OF THE BOARD OF SUPERVISORS RECORDED AUGUST 31, 1965 IN BOOK 6464 PAGE 459 OFFICIAL RECORDS.

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

EXHIBIT "C"

EASEMENT AREA

EXHIBIT "A" PERMANENT EASEMENT LEGAL DESCRIPTION

SHEET 1 OF 2

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 A MAP RECORDED IN BOOK 4 OF MAPS, PAGE 11, RECORDS OF SAID COUNTY, SAID LAND IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTH 250' OF PARCEL 1 OF PARCEL MAP 12542, PARCEL MAP BOOK 146, PAGE 65, OF SAID COUNTY, THENCE S00°26'50"E, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING;

THENCE S00°26'50"E, ALONG THE WESTERLY RIGHT OF WAY OF MERIDIAN AVENUE, 66 FEET WIDE, A DISTANCE OF 40.00 FEET;

THENCE S89°33'34"W, LEAVING THE WESTERLY RIGHT OF WAY OF MERIDIAN AVENUE, A DISTANCE OF 1244.58 FEET TO A POINT BEING 42 FEET EASTERLY OF THE CENTERLINE OF PEPPER AVENUE;

THENCE N00°21'39"W, ALONG THE PROJECTION OF THE 42 FOOT EASTERLY RIGHT OF WAY OF PEPPER AVENUE, 84 FEET WIDE, A DISTANCE OF 40.00';

THENCE N89°33'34"E, LEAVING THE EASTERLY RIGHT OF WAY OF PEPPER AVENUE, A DISTANCE OF 468.47 FEET;

THENCE N00°26'26"W, A DISTANCE OF 20.00 FEET TO A POINT ON THE SOUTH LINE OF LAND GRANTED TO COLTON UNIFIED SCHOOL DISTRICT PER DOC. NO. 1995-055940;

THENCE N89°33'34"E, ALONG THE LAND GRANTED TO COLTON UNIFIED SCHOOL DISTRICT, A DISTANCE OF 127.96 FEET;

THENCE S00°28'24"E, A DISTANCE OF 7.15 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 26.00 FEET;

THENCE EASTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE FROM AN INITIAL RADIAL BEARING OF N03°00'05"E, THROUGH A CENTRAL ANGLE OF 29°02'55" AN ARC LENGTH OF 13.18 FEET TO A POINT OF REVERSE CURVATURE WITH AN ARC CONCAVE TO THE NORTH AND HAVING A RADIUS OF 49.00 FEET;

THENCE SOUTHERLY AND EASTERLY ALONG THE ARC OF SAID CURVE FROM AN INITIAL RADIAL BEARING OF S32°03'44"W, THROUGH A CENTRAL ANGLE OF 32°29'59" AN ARC LENGTH OF 27.79 FEET;

THENCE S00°26'26"E, A DISTANCE OF 1.16 FEET;

THENCE N89°33'34"E, A DISTANCE OF 140.85 FEET;

THENCE N00°26'26"W, A DISTANCE OF 1.10 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 19.00 FEET;

THENCE EASTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE FROM AN INITIAL RADIAL BEARING OF S00°26'35"E, THROUGH A CENTRAL ANGLE OF 89°33'42" AN ARC LENGTH OF 29.70 FEET;



W.J. McKEEVER, INC.
CIVIL ENGINEERING

900 E. WASHINGTON STREET, SUITE 208 COLTON, CA 92324
PH:(909) 825-8048 FAX:(909) 825-8639
EMAIL: OFFICE@WJMCKEEVERINC.COM

PREPARED BY:

[Signature]
WILLIAM J. McKEEVER

R.C.E. NO. 22502

DATE: 9/22/19

EXHIBIT "A"
PERMANENT EASEMENT
LEGAL DESCRIPTION

SHEET 2 OF 2

THENCE N00°26'26"W, A DISTANCE OF 0.04 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 250 FEET OF PARCEL 1 OF PARCEL MAP 9095, PARCEL MAP BOOK 96, PAGE 86-87, OF SAID COUNTY;

THENCE N89°33'34"E, ALONG THE NORTH LINE OF THE SOUTH 250 FEET OF PARCEL 1 OF PARCEL MAP 9095, A DISTANCE OF 45.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 19.00 FEET;

THENCE SOUTHERLY AND EASTERLY ALONG THE ARC OF SAID CURVE FROM AN INITIAL RADIAL BEARING OF S89°07'34"W, THROUGH A CENTRAL ANGLE OF 89°25'55" AN ARC LENGTH OF 29.66 FEET;

THENCE S00°26'26"E, A DISTANCE OF 1.14 FEET;

THENCE N89°33'34"E, A DISTANCE OF 3.53 FEET;

THENCE N00°00'00"E, A DISTANCE OF 20.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 250 FEET OF PARCEL 1 OF PARCEL MAP 9095;

THENCE N89°33'34"E, ALONG THE NORTH LINE OF THE SOUTH 250 FEET OF PARCEL 1 OF PARCEL MAP 9095, A DISTANCE OF 4.00 FEET;

THENCE S00°00'00"E, A DISTANCE 20.00 FEET;

THENCE N89°33'34"E, A DISTANCE OF 159.99 FEET;

THENCE N00°26'26"W, A DISTANCE OF 0.97 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 19.00 FEET;

THENCE EASTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE FROM AN INITIAL RADIAL BEARING OF S00°21'03"E, THROUGH A CENTRAL ANGLE OF 89°39'14" AN ARC LENGTH OF 29.73 FEET;

THENCE N00°26'26"W, A DISTANCE OF 0.18 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 250 FEET OF PARCEL 1 OF PARCEL MAP 12542;

THENCE N89°33'34"E, ALONG THE NORTH LINE OF THE SOUTH 250 FEET OF PARCEL 1 OF PARCEL MAP 12542, A DISTANCE OF 45.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 19.00 FEET;

THENCE SOUTHERLY AND EASTERLY ALONG THE ARC OF SAID CURVE FROM AN INITIAL RADIAL BEARING OF S89°37'19"W, THROUGH A CENTRAL ANGLE OF 90°01'04" A DISTANCE OF 29.85 FEET;

THENCE S00°26'26"E, A DISTANCE OF 0.98 FEET;

THENCE N89°33'34"E, A DISTANCE OF 135.01 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 54,848 SQUARE FEET, 1.26 ACRES.



W.J. McKEEVER, INC.
CIVIL ENGINEERING

900 E. WASHINGTON STREET, SUITE 208 COLTON, CA 92324
PH: (909) 825-8048 FAX: (909) 825-8639
EMAIL: OFFICE@WJMCKEEVERINC.COM

PREPARED BY:

WILLIAM J. McKEEVER

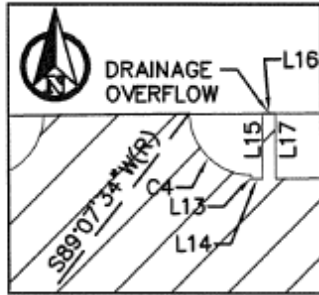
R.C.E. NO. 22502

DATE: 9/22/19

EXHIBIT "B" PERMANENT EASEMENT

SHEET 1 OF 3

SAN BERNARDINO AVENUE



DETAIL "A"
SCALE: 1" = 50'

PARCEL 1
PM 9095
PMB 96/86-87

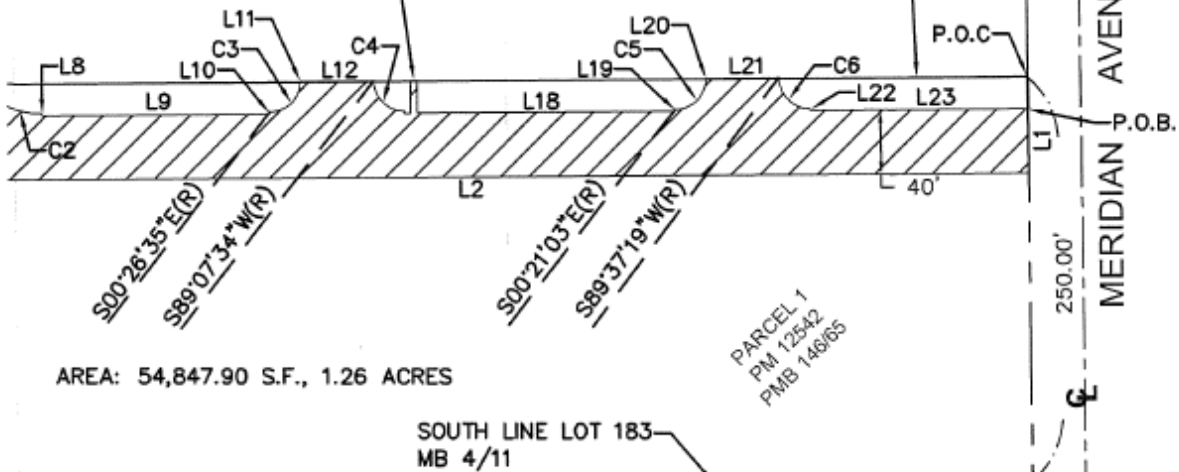
EAST HALF LOT 183
MB 4/11



1" = 100'

NORTH LINE OF THE SOUTH 250'
OF PARCEL 1, PM 12542, PMB
146/65 PER DOC. NO.
1995-055940

DRAINAGE OVERFLOW
SEE DETAIL "A"



AREA: 54,847.90 S.F., 1.26 ACRES

SOUTH LINE LOT 183
MB 4/11



W.J. McKEEVER, INC.
CIVIL ENGINEERING

900 E. WASHINGTON STREET, SUITE 208 COLTON, CA 92324
PH: (909) 825-8048 FAX: (909) 825-8639
EMAIL: OFFICE@WJMCKEEVERINC.COM

PREPARED BY:

William J. McKeever
WILLIAM J. McKEEVER

R.C.E. NO. 22502

DATE: 9/22/19

EXHIBIT "B" PERMANENT EASEMENT

SHEET 2 OF 3



W.J. McKEEVER, INC.
CIVIL ENGINEERING

900 E. WASHINGTON STREET, SUITE 208 COLTON, CA 92324
PH:(909) 825-8048 FAX:(909) 825-8639
EMAIL: OFFICE@WJMCKEEVERINC.COM

PREPARED BY:

William J. McKeever
WILLIAM J. McKEEVER

R.C.E. NO. 22502

DATE: 9/22/19

EXHIBIT "B" PERMANENT EASEMENT

SHEET 3 OF 3

LINE	BEARING	DISTANCE
L1	S00°26'50"E	40.00'
L2	S89°33'34"W	1244.58'
L3	N00°21'39"W	40.00'
L4	N89°33'34"E	468.47'
L5	N00°26'26"W	20.00'
L6	N89°33'34"E	127.96'
L7	S00°28'24"E	7.15'
L8	S00°26'26"E	1.16'
L9	N89°33'34"E	140.85'
L10	N00°26'26"W	1.10'
L11	N00°26'26"W	0.04'
L12	N89°33'34"E	45.00'
L13	S00°26'26"E	1.14'
L14	N89°33'34"E	3.53'
L15	N00°00'00"E	20.00'
L16	N89°33'34"E	4.00'
L17	S00°00'00"E	20.00'
L18	N89°33'34"E	159.99'
L19	N00°26'26"W	0.97'
L20	N00°26'26"W	0.18'
L21	N89°33'34"E	45.00'
L22	S00°26'26"E	0.98'
L23	N89°33'34"E	135.01'

CURVE	RADIUS	DELTA	LENGTH	RADIAL
C1	26.00'	29°02'55"	13.18'	N03°00'05"E
C2	49.00'	32°29'59"	27.79'	S32°03'44"W
C3	19.00'	89°33'42"	29.70'	S00°26'35"E
C4	19.00'	89°25'55"	29.66'	S89°07'34"W
C5	19.00'	89°39'14"	29.73'	S00°21'03"E
C6	19.00'	90°01'04"	29.85'	S89°37'19"W



W.J. McKEEVER, INC.
CIVIL ENGINEERING

900 E. WASHINGTON STREET, SUITE 208 COLTON, CA 92324
PH: (909) 825-8048 FAX: (909) 825-8639
EMAIL: OFFICE@WJMCKEEVERINC.COM

PREPARED BY:

William J. McKeever
WILLIAM J. McKEEVER

R.C.E. NO. 22502

DATE: 9/25/19

EXHIBIT "D"

SITE PLAN

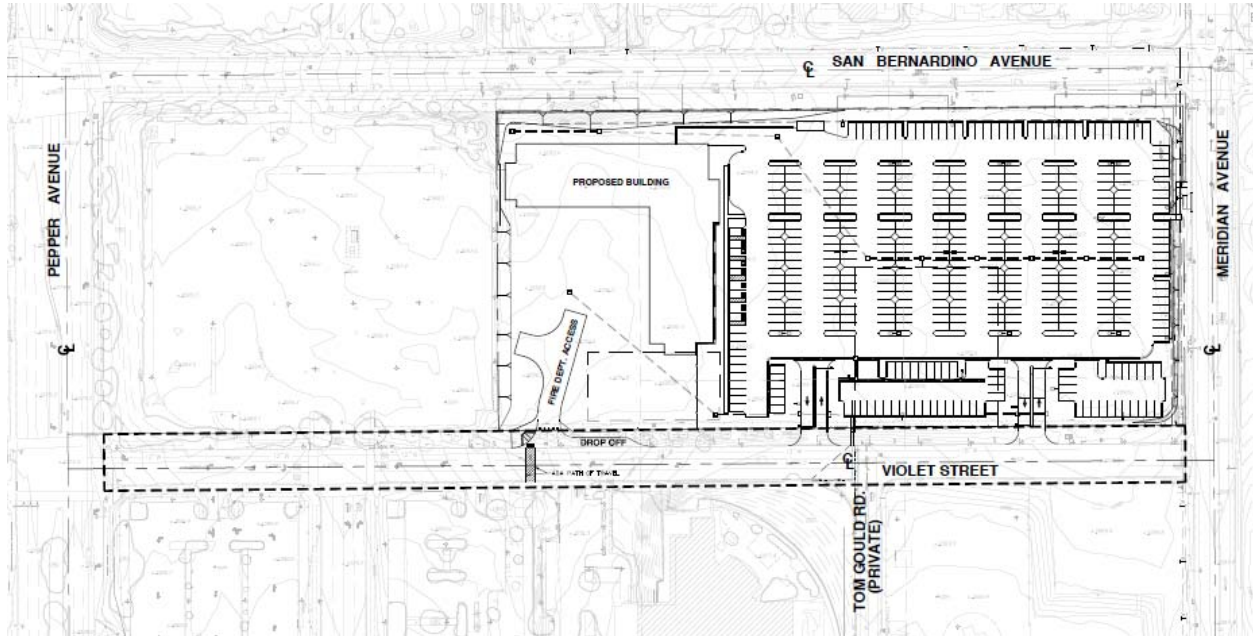


EXHIBIT "E"

DRAINAGE PLAN

