

Recording Requested By:

Cucamonga Valley Water District
 10440 Ashford Street P.O. Box 638
 Rancho Cucamonga, CA. 91729

**When Recorded Mail Document
and Tax Statement To:**

Same as Above

Record without fee subject to
 Gov't Code 6103 and 27383

Project: Cucamonga Channel
 System No.: 1-301
 Parcel No.: 588
 Dept. Code: 11600

EASEMENT DEED (Sewer Pipeline)

D.P. No.: 1-300/
 APN: 0210-062-41, 0210-062-04 (prtn)
 Date: April 20, 2020

The undersigned grantor(s) declare(s):

DOCUMENTARY TRANSFER TAX \$

- ☐ 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: _____

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 **CUCAMONGA VALLEY WATER DISTRICT, a public agency of the State of California**, hereinafter referred to as "**Grantee**", a **non-exclusive easement** (hereinafter "easement" or "grant") for **Grantee** to excavate, construct, install, replace, maintain and repair, and use one subterranean public sewer pipeline and necessary surface appurtenances thereto (collectively, the "**Sewer Pipeline**") located on a certain portion ("**Easement Property**") of **Grantor's** real property ("**Fee Property**") situated in the City of Rancho Cucamonga, County of San Bernardino, which **Easement Property** is more particularly described in **Exhibit "A"**, Legal Description and shown on **Exhibit "B"**, Plat, attached hereto and made a part hereof.

Grantor further grants to **Grantee**:

(a) the right of ingress to and egress from said **Easement Property** over and across the **Fee Property** owned by **Grantor** by means of roads thereon, if such there be, otherwise by route or routes on the **Fee Property** as shall be pre-approved by **Grantor**.

This easement and additional right (a) are 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 and additional right (a) are 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. The **Easement Property** shall only be used by **Grantee** to excavate, construct, install, replace, maintain and repair, remove, and use a **Sewer Pipeline** and for no other purposes.
3. **Grantor** may temporarily close off the **Easement Property** (or portions thereof) to **Grantee** (which includes **Grantee's** respective employees, agents, contractors and invitees) at any time and for any reason, but shall give **Grantee** at least 48 hours prior notice of any planned closure to the extent reasonably possible. During such closure, **Grantor** shall allow access for **Grantee** (which includes **Grantee's** respective employees, agents, contractors and invitees) to respond to sewer-related emergencies such as sewage spills, breaks or clogs to the extent reasonably possible.
4. This easement may be used only by **Grantee**, its successors and assigns, and their respective employees, agents, contractors and invitees for purposes of a **Sewer Pipeline** and no other purposes.
5. **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.
6. Prior to commencing the construction or replacement of **Grantee's Sewer Pipeline** pursuant to this grant, **Grantee** shall submit all plans for the excavation, construction, installation, removal, and replacement of **Grantee's Sewer Pipeline** 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 Sewer Pipeline** 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.
7. **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 **Sewer Pipeline** and its use of **Easement Property**.
8. Any **Sewer Pipeline** constructed by or on behalf of **Grantee** on the **Easement Property** shall be designed to be, and be constructed underground, with the exception of necessary surface appurtenances, which will be located in a manner not to interfere with or impede the **Grantor's** use of the surface of the **Easement Property**, or **Grantor's** conveyance of storm water or implementation of other flood control measures, or **Grantor's** flood control improvements, if any, now existing or later installed on the **Easement Property** or **Fee Property** by **Grantor**. **Grantee's** construction of its **Sewer Pipeline** shall be in accordance with the plan approved by **Grantor** in accordance with paragraph 6 and must further meet all applicable construction

standards and laws applicable to the **Sewer Pipeline**, including (but not limited to) allowing vehicles meeting an H-20 wheel loading to travel over and across the said pipeline without causing any damage to said pipeline or the **Easement Property**. With the exception of gross negligence or intentional misconduct by **Grantor** or **Grantor's** employees, agents, contractors, volunteers, licensees and/or invitees ("**Grantor Parties**"), **Grantor** shall not be responsible for any damage to the **Grantee's Sewer Pipeline** caused by vehicles or equipment traveling or operating over and across said pipeline, or by erosion or other water-related occurrences, or by any other causes whatsoever.

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

10. **Grantee** shall at all times, and at its sole cost and expense, maintain the **Easement Property** and the **Sewer Pipeline** constructed by **Grantee** thereon by **Grantee** in good condition and repair, and free of trash and debris. but shall not be responsible for damage or debris caused by **Grantor** or **Grantor Parties**. **Grantee** shall be responsible for any damage caused by its **Sewer Pipeline** and its use of the **Easement Property**, as well as the use of the **Easement Property** by **Grantee's** respective employees, agents, contractors and invitees, and **Grantee** shall promptly repair to **Grantor's** reasonable satisfaction all such damage at **Grantee's** sole expense.

11. **Grantee** shall not park vehicles within the **Easement Property**, nor permit any portion of the **Easement Property** to be blocked off or obstructed in any manner (except temporarily during periods of **Grantee's** construction and/or maintenance of the **Sewer Pipeline** as approved by **Grantor** in its sole discretion). **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) for vehicular traffic.

12. Any costs incurred by **Grantor** for **Grantor's** use of the **Easement Property** or the **Fee 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 Sewer Pipeline** shall be borne by **Grantee**, at **Grantee's** sole cost. In the event that **Grantor** requires that **Grantee's Sewer Pipeline** 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 Sewer Pipeline** as directed by **Grantor** and **Grantee** shall bear, at its sole expense, all such relocation and protection costs. Notwithstanding anything to the contrary in this paragraph, prior to relocation of **Grantee's Sewer Pipeline**, 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 within the **Easement Property**. In the event that **Grantor** determines in its sole discretion that **Grantee's Sewer Pipeline** cannot be relocated within the **Easement Property**, **Grantor** will endeavor to provide a replacement easement on the **Fee Property**. If **Grantor**, in its sole discretion, is unable to provide a replacement easement on the **Fee Property**, this easement shall terminate and **Grantee** shall obtain a Permit in accordance with Paragraph 6 to remove the **Sewer Pipeline** and restore the **Easement Property** to as good a condition as received on the date the easement was signed by **Grantor**.

13. **Grantor** shall not be required to contribute any part of the costs associated with **Grantee's Sewer Pipeline** 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.

14. **Grantee** agrees to indemnify, defend (with counsel reasonably approved by **Grantor**) and hold harmless the **Grantor** and its 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 except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The **Grantee's** indemnification obligation applies to **Grantor's** "Active" as well as "passive" negligence but does not apply to the **Grantor's** "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

15. **Grantee** agrees to comply with the following insurance requirements:

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 five million (\$5,000,000) 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 **Sewer Pipeline** 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 **Sewer Pipeline** 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.

16. 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.

17. 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.

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

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

20. 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 14.

21. 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 Subterranean Public **Sewer Pipeline** 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:

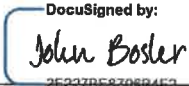
Title: Chair, Board of Supervisors

Date: **JAN 05 2021**

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Easement Deed for Subterranean Public **Sewer Pipeline** purposes by the SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT to CUCAMONGA VALLEY WATER DISTRICT, is accepted by the undersigned officer on behalf of Grantee and Grantee agrees to be bound by the terms and provisions hereof.

GRANTEE:

By: 
2F227BE6706B4F2...

Name: John Bosler

Title: General Manager/CEO

Date: 12/17/2020

EXHIBIT A
LEGAL DESCRIPTION
SEWER EASEMENT

PARCEL A

A 20 FOOT WIDE STRIP OF LAND LYING WITHIN THOSE PORTIONS OF SECTION 15, TOWNSHIP 1 SOUTH, RANGE 7 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF RANCHO CUCAMONGA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, SAID PORTIONS BEING THOSE PARCELS OF LAND DESCRIBED IN DEEDS TO THE SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT RECORDED NOVEMBER 17, 1955 IN BOOK 3791 AT PAGE 216, AND RECORDED OCTOBER 20, 1958 IN BOOK 4633 AT PAGE 360, AND RECORDED JANUARY 25, 1946 IN BOOK 1859, PAGE 433, ALL OF OFFICIAL RECORDS OF SAID COUNTY, SAID STRIP LYING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE CENTERLINE INTERSECTION OF FOURTH STREET AND HELLMAN AVENUE, AS SAID AVENUE AND SAID STREET ARE SHOWN ON RECORD OF SURVEY RECORDED APRIL 30, 1997 IN BOOK 108, PAGES 28 AND 29, OF RECORDS OF SURVEY, OFFICIAL RECORDS OF SAID COUNTY;

THENCE ALONG THE CENTERLINE OF SAID FOURTH STREET SOUTH $89^{\circ}52'45''$ EAST A DISTANCE OF 467.31 FEET;

THENCE LEAVING SAID CENTERLINE NORTH $00^{\circ}07'15''$ EAST A DISTANCE OF 30.00 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH $74^{\circ}48'57''$ WEST A DISTANCE OF 20.80 FEET;

THENCE NORTH $85^{\circ}28'30''$ WEST A DISTANCE OF 24.70 FEET;

THENCE NORTH $06^{\circ}48'43''$ WEST A DISTANCE OF 297.60 FEET;

THENCE NORTH $08^{\circ}30'21''$ WEST A DISTANCE OF 300.00 FEET;

THENCE NORTH $12^{\circ}47'56''$ WEST A DISTANCE OF 379.62 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT 'A'**;

THENCE NORTH $12^{\circ}47'56''$ WEST A DISTANCE OF 311.00 FEET;

THENCE NORTH $07^{\circ}03'41''$ EAST A DISTANCE OF 95.05 FEET;

THENCE NORTH $61^{\circ}06'12''$ WEST A DISTANCE OF 40.47 FEET TO THE **POINT OF TERMINUS** OF THIS CENTERLINE DESCRIPTION, SAID POINT BEING 10.09 FEET WESTERLY, MEASURED RADially, FROM THE EASTERLY LINE OF PARCEL

DESCRIBED IN SAID DEED RECORDED JANUARY 25, 1946 IN BOOK 1859 AT PAGE 433, OFFICIAL RECORDS OF SAID COUNTY.

EXCEPTING THEREFROM ANY PORTION THEREOF LYING EASTERLY OF SAID EASTERLY LINE.

ALSO EXCEPTING THEREFROM ANY PORTION THEREOF LYING WITHIN FOURTH STREET.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 27,646 SQUARE FEET, MORE OR LESS.

PARCEL B

A 20 FOOT WIDE STRIP OF LAND LYING WITHIN THOSE PORTIONS OF SECTION 15, TOWNSHIP 1 SOUTH, RANGE 7 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF RANCHO CUCAMONGA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, SAID PORTIONS BEING THOSE PARCELS OF LAND DESCRIBED IN DEEDS TO THE SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT RECORDED NOVEMBER 17, 1955 IN BOOK 3791 AT PAGE 216 AND RECORDED JANUARY 25, 1946 IN BOOK 1859, PAGE 433, BOTH OF OFFICIAL RECORDS OF SAID COUNTY, SAID STRIP LYING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE AFOREMENTIONED POINT 'A';

THENCE SOUTH 78°42'06" WEST A DISTANCE OF 94.41 FEET;

THENCE SOUTH 09°55'59" EAST A DISTANCE OF 890.18 FEET;

THENCE SOUTH 43°42'19" WEST A DISTANCE OF 84.82 FEET TO THE **POINT OF TERMINUS** OF THIS CENTERLINE DESCRIPTION, SAID POINT OF TERMINUS BEING NORTHERLY 42.70 FEET, MEASURED AT RIGHT ANGLES, FROM A POINT IN THE CENTERLINE OF FOURTH STREET, SAID POINT BEING SOUTH 89°52'45" EAST A DISTANCE OF 261.18 FEET ALONG SAID CENTERLINE FROM THE INTERSECTION OF SAID CENTERLINE WITH THE CENTERLINE OF HELLMAN AVENUE, AS SAID STREET AND SAID AVENUE ARE SHOWN ON RECORD OF SURVEY RECORDED APRIL 30, 1997 IN BOOK 108, PAGES 28 AND 29, OF RECORDS OF SURVEY, OFFICIAL RECORDS OF SAID COUNTY.

EXCEPTING THEREFROM ANY PORTION THEREOF LYING WESTERLY OF THE WESTERLY LINE OF SAID PARCEL DESCRIBED IN SAID DEED RECORDED NOVEMBER 17, 1955 IN BOOK 3791 AT PAGE 216, OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPTING THEREFROM ANY PORTION THEREOF LYING WITHIN THE HEREINBEFORE DESCRIBED **PARCEL A**.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 20,304 SQUARE FEET,
MORE OR LESS.

THESE PROPERTY DESCRIPTIONS HAVE BEEN PREPARED BY ME, OR UNDER
MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND
SURVEYOR'S ACT.

Eric K. Osterode

ERIC K. OSTERODE PLS 9371

01/14/2019

DATE




P.O.T.


06/14/1979 IN BK.
9707, PG. 237, O.R.

P.O.D.
PARCEL A

DEED REC. _____
 2 10/20/1958 IN BK.
 4633, PG. 360, O.R.

5TH STREET

 PARCEL A
27,646 SQ. FT.

 PARCEL B
20,304 SQ. FT.

P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
P.O.T. POINT OF TERMINUS

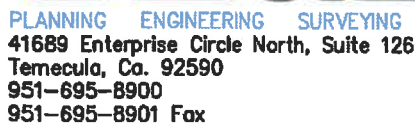
HELLMAN AVENUE

P.O.C.
 @ INTERSECTION
 HELLMAN
 AVENUE AND
 4TH STREET.

01/14/2019

ERIC K. OSTERODE, PLS 9371

DATE _____



NOTE: THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN EXHIBIT "A". IT IS NOT A PART OF THE WRITTEN LEGAL DESCRIPTION.

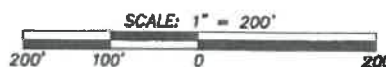
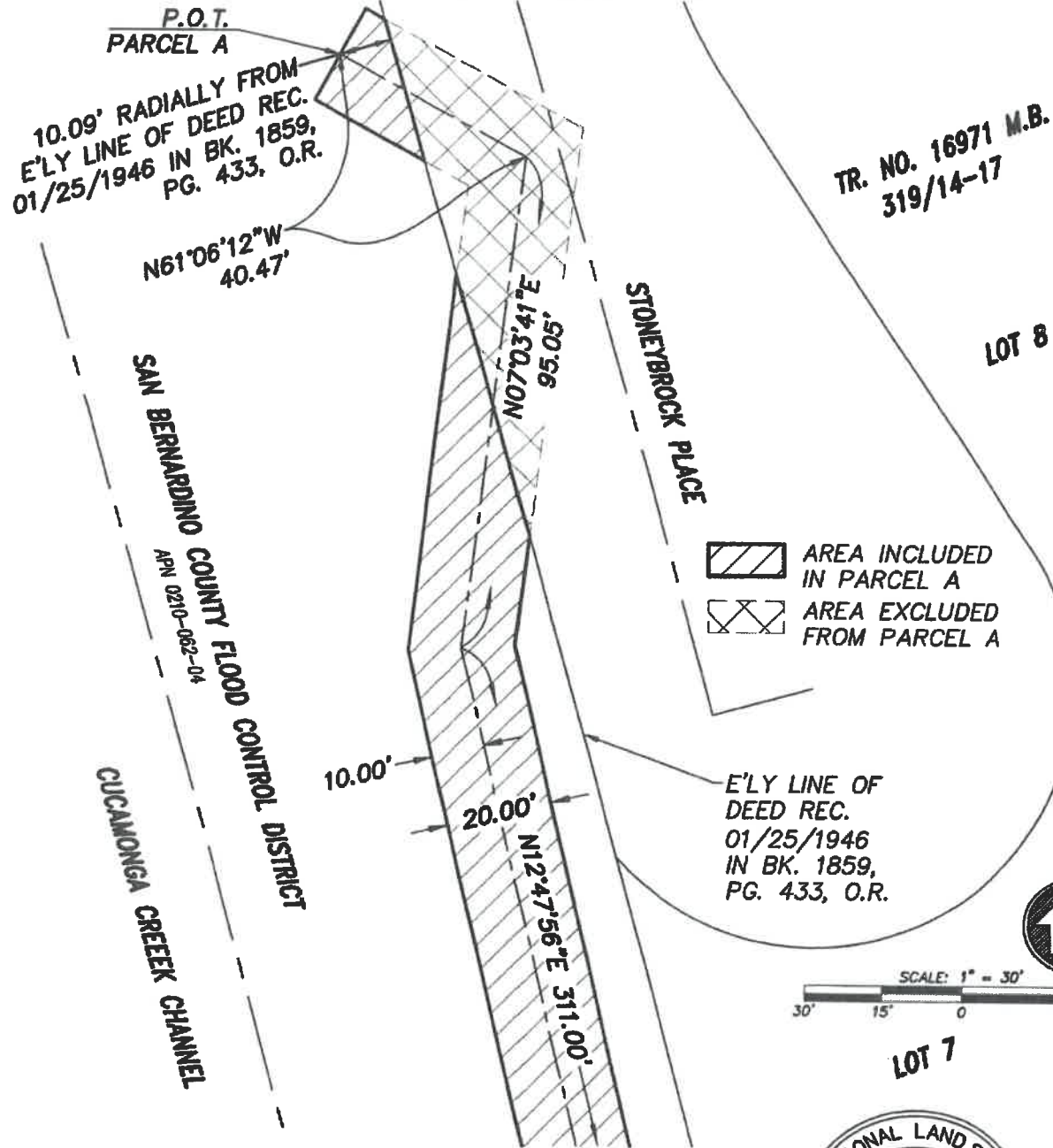


EXHIBIT "B"



Eric K. Osterode

ERIC K. OSTERODE, PLS 9371

01/14/2019

DATE

SB&O INC.

PLANNING ENGINEERING SURVEYING
41689 Enterprise Circle North, Suite 126
Temecula, Ca. 92590
951-695-8900
951-695-8901 Fax



NOTE: THIS PLAT IS SOLELY AN AID IN LOCATING
THE PARCEL(S) DESCRIBED IN EXHIBIT "A". IT IS
NOT A PART OF THE WRITTEN LEGAL DESCRIPTION.

SHEET 2 OF 4

P.M.B. 202/35-36

PARCEL 1

AREA INCLUDED IN PARCELS A AND B

AREA EXCLUDED FROM PARCEL B

1 DEED REC. 06/14/1979 IN BK. 9707, PG. 237, O.R.

2 DEED REC. 10/20/1958 IN BK. 4633, PG. 360, O.R.

3 DEED REC. 12/29/1969 IN BK. 7361, PG. 667, O.R.

PARCEL 2

APN 0210-062-38

P.M.B. 43/18

SCALE: 1" = 80'

W'LY LINE OF DEED REC. 11/17/1955 IN BK. 3791, PG. 216, O.R.

S43°42'19"W 84.82'

P.O.T. PARCEL B

P.O.C. @ INTERSECTION HELLMAN AVENUE AND 4TH STREET. 261.18'

S89°52'45"E E. FOURTH STREET

HELLMAN AVENUE

PARCEL A

PARCEL B

509.55'59"W

890.18'

APN 0210-062-41

SAN BERNARDINO FLOOD CONTROL DISTRICT

CUCAMONGA CREEK CHANNEL

AMENDED TR.

NO. 15727-3

M.B. 270

E'LY LINE OF DEED REC. 11/17/1955 IN BK. 3791, PG. 216, O.R.

/43-48

SEE DETAIL SHEET 4

1 **N85°28'30"W 24.70'**

2 **N74°48'57"W 20.80'**

3

P.O.B.

N00°07'15"E 42.70'

N00°07'15"E 30.00'

467.31'

30.00'

297.60'

N06°48'43"W

N08°30'21"W 300.00'

Eric K Osterode
ERIC K. OSTERODE, PLS 9371

01/14/2019
DATE



PLANNING ENGINEERING SURVEYING
41689 Enterprise Circle North, Suite 126
Temecula, Ca. 92590
951-695-8900
951-695-8901 Fax



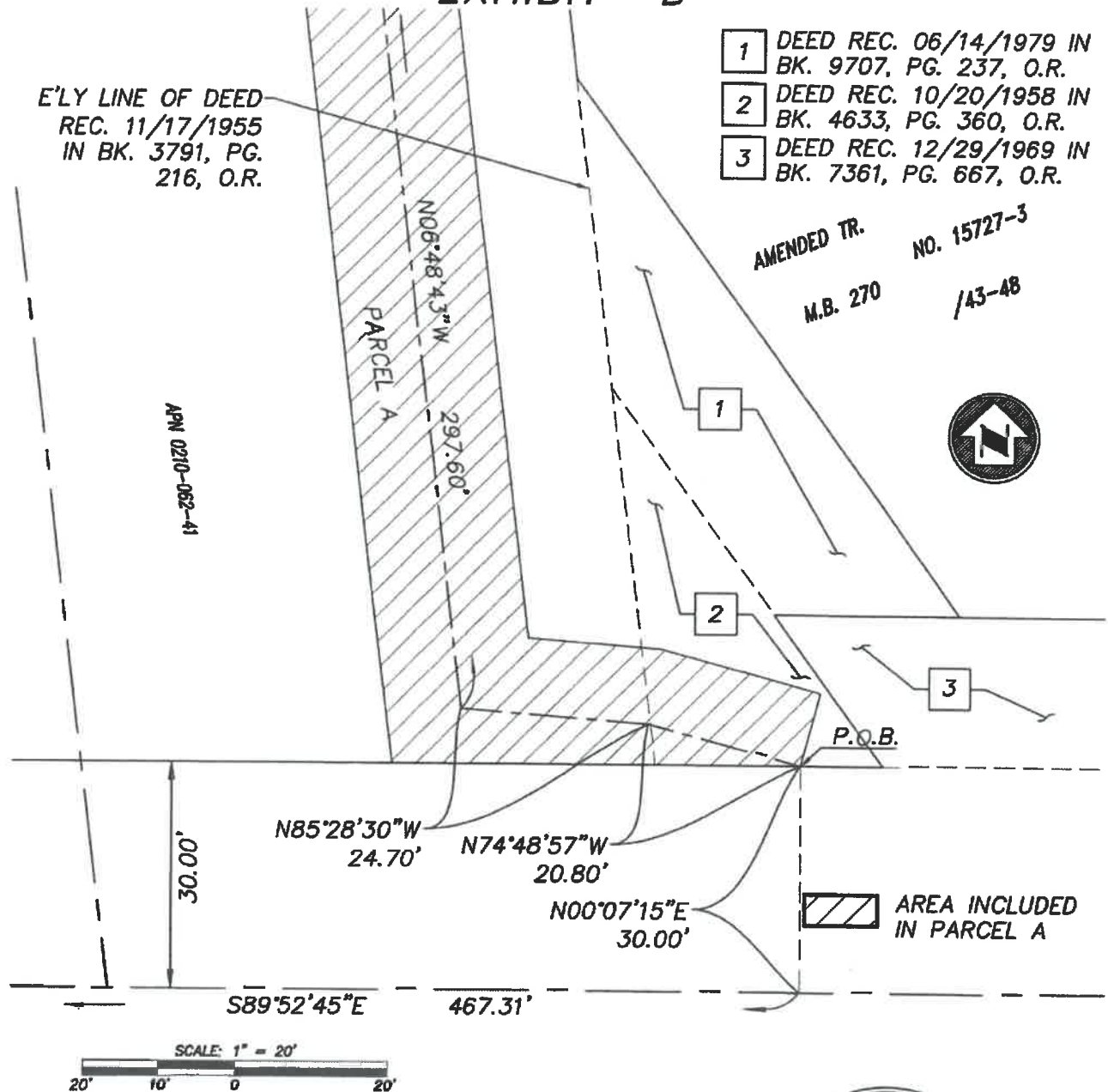
NOTE: THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN EXHIBIT "A". IT IS NOT A PART OF THE WRITTEN LEGAL DESCRIPTION.

EXHIBIT "B"

E'LY LINE OF DEED
REC. 11/17/1955
IN BK. 3791, PG.
216, O.R.

- 1 DEED REC. 06/14/1979 IN
BK. 9707, PG. 237, O.R.
- 2 DEED REC. 10/20/1958 IN
BK. 4633, PG. 360, O.R.
- 3 DEED REC. 12/29/1969 IN
BK. 7361, PG. 667, O.R.

AMENDED TR. NO. 15727-3
M.B. 270 /43-48



Eric K. Osterode
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CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT
CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

 County of San Bernardino

 On January 5, 2021
Date

before me,

Donna A. Young, Notary Public

Here Insert Name and Title of the Officer

Personally appeared

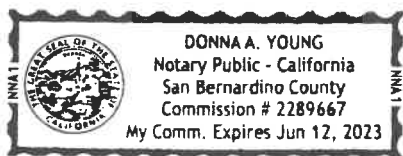
Curt Hagman

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to be 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

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

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Title or Type of Document:

Document Date:

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Capacity(ies) Claimed by Signer(s)

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Signer's Name:

☐ Corporate Officer – Title(s):

☐ Corporate Officer – Title(s):

☐ Partner – ☐ Limited ☐ General

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Trustee ☐ Guardian or Conservator

☐ Other:

☐ Other:

Signer is Representing:

Signer is Representing: