

RECORDING REQUESTED BY

When Recorded Mail To

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
464 W. 4th STREET, 6th FLOOR  
SAN BERNARDINO, CA 92401-1400  
Attention Record Maps- MS 980

**FREE RECORDING:**

This instrument is for the benefit of The State of California, and is entitled to be recorded without fee or tax. (Govt. Code 6103, 27383 and Rev. & Tax Code 11922)

Space above this line for Recorder's Use

## EASEMENT DEED

APN: 1191-121-35

District	County	Route	Postmile	Number
08	SBD	210	27.3	25032

**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

**STATE OF CALIFORNIA** hereinafter referred to as "**Grantee**"

for the benefit of **Grantee**, **Grantee's** successors and assigns, and **Grantee's** agents, employees, and contractors, (collectively, the "**Grantee Parties**"), a non-exclusive easement (hereinafter "easement" or "grant") for vehicular access purposes over, and across a certain portion of real property of the **Grantor** located in the City of Highland, County of San Bernardino, State of California, hereinafter referred to as the "**Easement Area**", more particularly described in **Exhibit "A"**, Easement Area Legal Description and depicted in **Exhibit "B"**, Easement Area Plat, each attached hereto and made a part hereof.

The easement rights granted herein are appurtenant to and for the benefit of the **Grantee's** adjacent real property, hereinafter referred to as the "**Grantee Property**", more particularly described in **Exhibit "C"** legal description, attached hereto and made a part hereof, for the purposes of maintaining a sound wall located on the Grantee's Property.

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

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Mail Tax Statement As Directed Above

08 -SBd 210 – PM 27.3 – 25032 (25032-1)

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

1. This easement is subject to the Grantor's superior right to use the Easement Area and Grantor reserves to itself and its successors and assigns a continuing right to use and make any improvements to the Easement Area for Grantor's use, provided that such use does not unreasonably interfere with the use of the Easement Area by Grantee or the Grantee Parties, without any compensation to Grantee, whether for damages or otherwise, or claims by Grantee with respect thereto.
2. Grantor may temporarily close off the Easement Area (or portions thereof) to Grantee and the Grantee Parties at any time for any activities related to flood control and/or water conservation purposes but shall give Grantee at least 48 hours prior notice of any planned closures to the extent reasonably possible.
3. The Easement Area may be used solely by Grantee and Grantee Parties for vehicular ingress and egress over and across the Easement Area to access the **"Grantee Property"** for purposes of maintaining a sound wall located on the Grantee's Property and for no other purposes. Neither Grantee nor Grantee Parties shall park vehicles within the Easement Area nor permit any portion of the Easement Area to be blocked off or obstructed in any manner. Grantor shall at all times have free and clear access over and across the Easement Area.
4. Grantee shall be responsible for any damage caused by the use of the Easement Area by Grantee and the Grantee Parties and Grantee shall promptly repair all such damage to Grantor's reasonable satisfaction at Grantee's sole cost and expense.
5. Grantor may grant further permits, agreements, licenses, leases, easements, reservations, restrictions, terms, conditions, covenants, encumbrances, liens or other rights over the Easement Area (or portions thereof) for the benefit of other entities not parties to this grant, provided that such further grants do not unreasonably interfere with the use of the Easement Area by Grantee or the Grantee Parties.
6. Neither Grantee nor the Grantee Parties shall perform any construction, perform any alterations, change the existing grade or topography or otherwise modify the Easement Area without the prior written consent of Grantor, which shall not be unreasonably withheld.
7. Grantee shall indemnify, defend and hold harmless the Grantor and its officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of any damage to property and injury or death of persons at the Easement Area to the extent caused by the negligence or intentional misconduct of the Grantee or the Grantee Parties or arising from the exercise of the rights or the

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performance of the obligations hereunder by Grantee and the Grantee Parties. The Grantee's obligation in this paragraph shall survive termination of this Easement Deed.

8. Grantee is an authorized self-insured public entity for purposes of General Liability, Automobile Liability, and Worker's Compensation and warrants that through its program of self-insurance, Grantee has adequate coverage or resources to protect against liabilities arising out of its rights and obligations under this easement.

9. In the event that the sound wall on the Grantee Property is not constructed by Grantee within five (5) years after the date this Easement Deed is executed by the Grantor or said wall is permanently removed following its construction, this Easement Deed and the rights of the Grantee and the Grantee Parties herein shall automatically terminate and Grantee shall thereupon, without cost to Grantor, restore the Easement Area to as good a condition as existed on the date this Easement Deed is executed by the Grantor, reasonable wear and tear and damage caused by entities or persons other than Grantee and Grantee's Parties excluded, and deliver to Grantor a quitclaim deed releasing the easement interests granted herein.

10. In the event of a default by Grantee or Grantee Parties of the terms, conditions and/or restrictions set forth herein, other than those provided in paragraph 8, Grantor shall give written notice to Grantee of the same. Except in the case of an emergency and those obligations in paragraph 8, 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), 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. Grantee and Grantee's successors and assigns agree to pay Grantor on demand all reasonable and necessary 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. In the event of an emergency, as reasonably determined by Grantor, Grantee shall immediately cure such default.

11. 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.

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

13. 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.

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14. 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' fee directly arising from Grantee's obligations under paragraph 7.

15. 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 the day and year written below and have agreed to be bound by the terms and conditions hereof.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Grantor: Curt Hagman  
Title: Chairman, Board of  
Supervisors

\_\_\_\_\_  
This is to certify that the State of California, acting by and through the Department of Transportation (according to Section 27281 of the Government Code), accepts for public purposes the real property described in this deed and consents to its recordation.

Dated \_\_\_\_\_

By \_\_\_\_\_  
Director of Transportation

By \_\_\_\_\_  
Attorney in Fact

**EXHIBIT 'A'**  
**LEGAL DESCRIPTION**

That portion of that part of the Northeast One-Quarter (NE 1/4) of Section 31, Township 1 North, Range 3 West, San Bernardino Base and Meridian, lying within the Muscupiabe Rancho, in the County of San Bernardino, State of California, as per plat recorded in Book 7, page 23, of Maps, Records of said County, said part described in that document recorded May 8, 1941 in Book 1477, page 354, Official Records of San Bernardino County said portion being more particularly described as follows:

**Beginning** at a point in the Southwest corner of Lot 11 of Tract Map No. 5900, filed in Book 75, pages 28 and 29, of Maps, Records of said County;

Thence along the southerly line of said Lot 11, North 89°32'22" East 15.00 feet to the northwest corner of Lot 9 of Tract 4771, filed in Book 61, page 79, of Maps, Records of said County;

Thence South 00°29'23" East 34.61 feet along the westerly line of said Lot 9 to a point on the northerly line of that easement to the State of California, recorded December 7, 2006 as Instrument Number 2006-0846090, Official Records of San Bernardino County, said point being the beginning of a non-tangent curve, concave northeasterly having a radius of 3912.00 feet, a line radial to said beginning bears South 22°14'59" West;

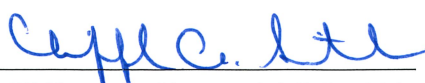
Thence northwesterly along said northerly line and said curve, an arc length of 16.28 feet, through a central angle of 00°14'18" to a line parallel with and distant 15.00 feet westerly from said westerly line of Lot 9;

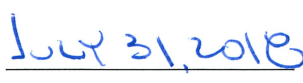
Thence North 00°29'23" West 28.29 feet along said parallel line to the **Point of Beginning**.

Containing 472 square feet (0.01 acres) more or less.

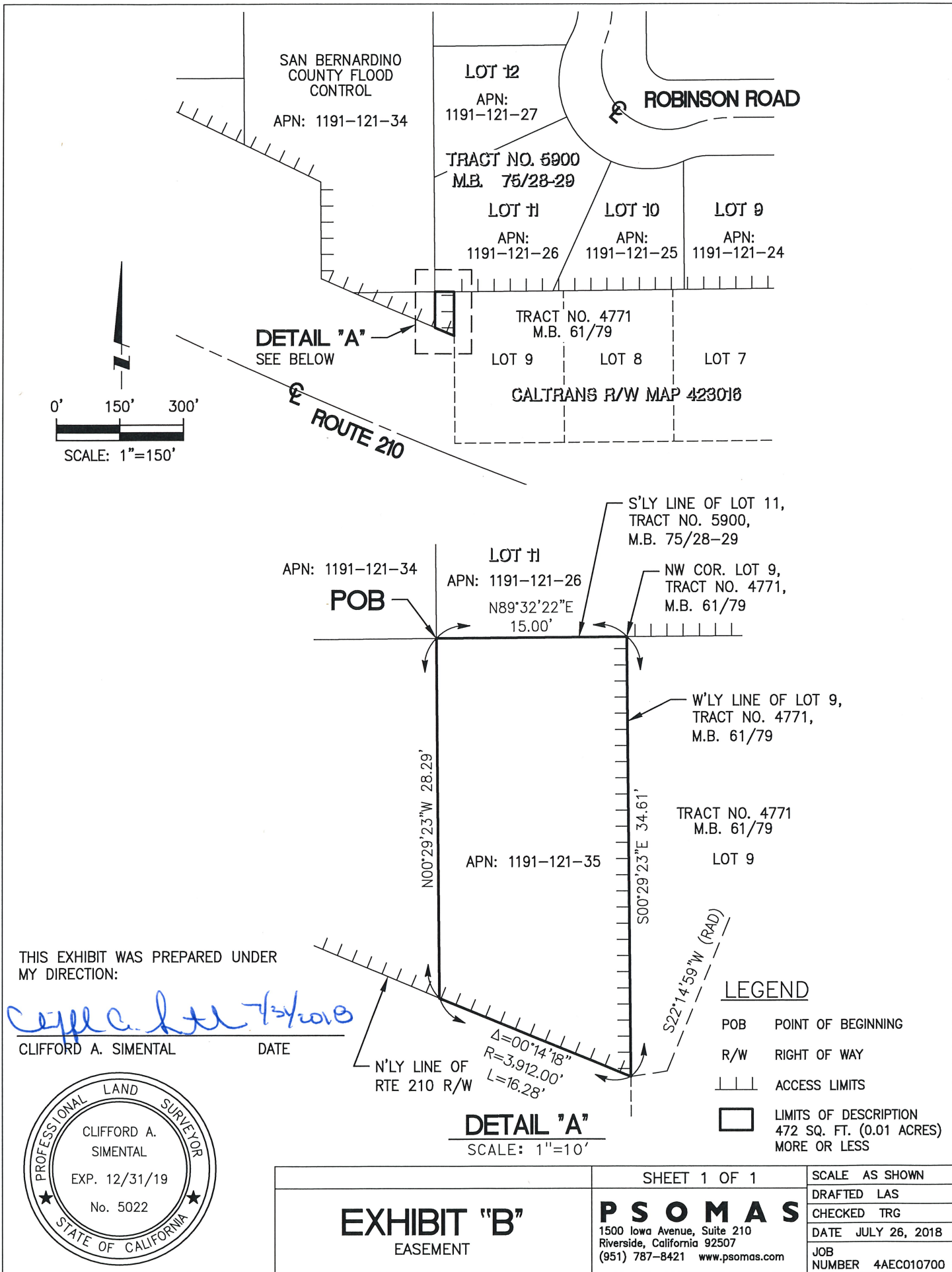
The Bearings and distances for this survey are based upon the North American Datum of 1983 (NAD83) of the California Coordinate System of 1983 (CCS83), Zone V, 2007.00 Epoch. Distances are grid. Divide by 0.99992775 to obtain ground distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

  
Clifford A. Simental, PLS 5022

  
Date:





**Exhibit "C"**  
**LEGAL DESCRIPTION**

That portion of land shown as Lot 11, on Tract No. 5900, filed in Book 75, pages 28 and 29, of Maps, Records of San Bernardino County, located in Section 31, Township 1 North, Range 3 West, S.B.M., City of Highland, County of San Bernardino, State of California, more particularly described as follows:

**Beginning** at the southwest corner of said Lot 11;

Thence along the westerly line of said Lot 11 North  $00^{\circ}29'23''$  West 66.00 feet;

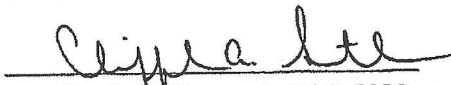
Thence North  $89^{\circ}30'37''$  East 16.50 feet to a line parallel with and distant 16.50 feet easterly from said westerly line, as measured at right angles;

Thence along said parallel line South  $00^{\circ}29'23''$  East 66.00 feet to the southerly line of said Lot 11;

Thence along said southerly line South  $89^{\circ}32'22''$  West 16.50 to the **Point of Beginning**.

The Bearings and distances for this survey are based upon the North American Datum of 1983 (NAD83) of the California Coordinate System of 1983 (CCS83), Zone V, 2007.00 Epoch. Distances are grid. Divide by 0.99992775 to obtain ground distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

  
Clifford A. Simental, PLS 5022

DEC 7, 2017  
Date:

