

## PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

This PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (this "**Agreement**") is dated as of \_\_\_\_\_, 2016 (the "**Execution Date**") and is entered into by and between the San Bernardino County Flood Control District ("**DISTRICT**") and the San Bernardino Valley Municipal Water District ("**SBVMWD**").

### RECITALS

- A. DISTRICT is the owner of the fee simple interest in that certain property consisting of two parcels (APNs 0297-101-32 and 0297-061-34) containing approximately 64.49 acres, located in the City of Highland, County of San Bernardino, California, and more particularly described in Exhibit "1", attached hereto and by this reference incorporated herein.
- B. SBVMWD desires to acquire a 12.35-acre portion (the "Property") of the above-referenced parcels, and more particularly described in Exhibit "2", attached hereto and by this reference incorporated herein.
- C. DISTRICT finds that that said 12.35 acres is no longer necessary to be retained for the uses and purposes of the FCD and the conveyance of said 12.35 acres to SBVMWD will not interfere with flood protection in the region and the disposition of the property is in accordance with the San Bernardino County Flood Control Act (California Water Code Appendix, Chapter 43, Section 43-6 (a)(3)) and Government Code Section 25365 of the State of California.
- D. DISTRICT and SBVMWD agree that the purchase price of the Property is One Hundred Sixty Four Thousand and Eight Hundred and 00/100 Dollars (\$164,800.00).
- E. The SBVMWD has agreed to fund an additional deposit to pay for DISTRICT's costs of processing the sale of the Property, as specifically set forth in this Agreement.

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

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

Section 2. Purchase and Sale of Property.

Subject to all of the terms, conditions and provisions of this Agreement and for the consideration set forth below, DISTRICT hereby agrees to convey to SBVMWD and SBVMWD hereby agrees to acquire from DISTRICT, the Property, situated in the City of Highland, County of San Bernardino, State of California.

The Property will be conveyed to SBVMWD when the Purchase Price (defined below) is paid in full in accordance with this Agreement.

Section 3. Consideration.

(a) *Purchase Price.* The total consideration to be paid for the Property shall be One Hundred Sixty Four Thousand and Eight Hundred and 00/100 Dollars (\$164,800.00) (the "**Purchase Price**").

(b) *Administrative Fees.* In addition, the SBVMWD shall pay directly to DISTRICT seventeen thousand five hundred four and 00/100 Dollars (\$17,504.00) ("**Fees**"), which shall compensate DISTRICT for the costs of processing the sale of the Property. If DISTRICT's costs are less than the amount of the Fees paid by SBVMWD, DISTRICT shall refund the balance to SBVMWD within thirty (30) days after the Close of Escrow (as defined below). If the amount of the Fees is insufficient to pay DISTRICT's costs of processing the sale of the Property, SBVMWD shall pay the outstanding balance to DISTRICT within thirty (30) days of receipt of written demand therefor.

(c) *Independent Consideration.* Within ten (10) days of the full execution of this Agreement, SBVMWD shall deliver to DISTRICT the sum of One Hundred and 00/100 Dollars (\$100.00) (the "**Independent Consideration**"), as consideration for SBVMWD's right to purchase the District Property and to terminate this Agreement prior to the expiration of the Feasibility Period and for DISTRICT'S execution, delivery and performance of this Agreement. The Independent Consideration is in addition to and independent of any other consideration or payment provided for in this Agreement, is not applicable to the Purchase Price, is non-refundable and shall be retained by DISTRICT notwithstanding any other provision of this Agreement.

Section 4. Opening of Escrow.

(a) All expenses incurred in the transfer of title, including but not limited to escrow, title policy (if requested by SBVMWD), documentary stamps and recording fees are to be paid by SBVMWD.

(b) The transfer and sale of the Property shall take place through an escrow (the "**Escrow**"); such Escrow shall be administered by Golden State Escrow Company, Inc., 1421 East Cooley Drive, Suite 1, Colton, California 92324, Attn: Kellie Linderman, Escrow Officer ("**Escrow Holder**"). The Escrow for the Property shall be deemed open upon the receipt by the Escrow Holder of a copy of this Agreement executed by DISTRICT and SBVMWD. DISTRICT and SBVMWD shall open escrow within five (5) days after the execution of this Agreement by both SBVMWD and DISTRICT.

(c) If this Agreement or Escrow is terminated by DISTRICT for any reason except SBVMWD's default, DISTRICT shall be solely responsible to the Escrow Holder for payment of all customary and reasonable escrow cancellation charges to the Escrow Holder without further or separate instruction to the Escrow Holder, and the parties shall each be relieved and discharged from all further responsibility or liability under this Agreement. If this Agreement or Escrow is terminated due to SBVMWD's default, then SBVMWD shall be solely responsible for the payment of the escrow cancellation costs of the Escrow Holder without further or separate instruction, and the parties shall each be relieved and discharged from all further responsibility or liability under this Agreement. If this Agreement or Escrow is terminated due to DISTRICT's default, then DISTRICT shall be solely responsible for the payment of the escrow cancellation costs of the Escrow Holder without further or separate

instruction, and the parties shall each be relieved and discharged from all further responsibility or liability under this Agreement.

#### Section 5. Close of Escrow.

As used herein, "**Close of Escrow**" means and refers to the date on which the conditions set forth in this Agreement for the close of Escrow for the transfer of the Property have been satisfied, and the Grant Deed is recorded by the Escrow Holder. The Property shall be transferred to SBVMWD at the Close of Escrow, provided that within the periods of time set forth in this Agreement: (i) SBVMWD has not terminated this Agreement, (ii) SBVMWD has accepted the Grant Deed, and (iii) all other conditions of the Close of Escrow set forth in this Agreement have been met and SBVMWD has paid, or caused to be paid, to the Escrow Holder all applicable escrow costs relating to such closing. The Close of Escrow shall occur on a date no later than ninety (90) days following the full execution of this Agreement by DISTRICT and SBVMWD.

#### Section 6. Escrow Instructions.

DISTRICT and SBVMWD each agree to execute and deliver to the Escrow Holder the customary supplemental written escrow instructions (consistent with the terms of this Agreement) of the Escrow Holder. In the event of a conflict between the additional terms of such customary supplemental escrow instructions of the Escrow Holder and the provisions of this Agreement, this Agreement shall supersede and be controlling. Except as otherwise provided in Section 4(c) above, upon any termination of this Agreement or cancellation of the Escrow, SBVMWD shall be solely responsible for the payment of the escrow cancellation costs of the Escrow Holder.

#### Section 7. Conveyance of Title.

(a) On or before the Close of Escrow, DISTRICT shall deliver to the Escrow Holder the Grant Deed, in substantially the forms attached hereto as Exhibit "3" ("**Grant Deed**") duly executed and acknowledged by DISTRICT. On or before the Close of Escrow SBVMWD shall deliver to Escrow Holder an Acceptance for the Property executed by an authorized officer of SBVMWD. The Escrow Holder shall be instructed to record the Grant Deed in the Official Records of the County of San Bernardino, California, if and when the Escrow Holder holds the funds for the DISTRICT as set forth herein.

(b) Within five (5) days following the Execution Date, SBVMWD may order a current preliminary report from a title company of SBVMWD's choice (the "Title Company") covering the Property area, together with full and legible copies of all supporting documents (collectively, "**Preliminary Report**"). The Title Company shall issue an ALTA Owner's policy ("**Title Policy**") at the Close of Escrow with a liability in an amount equal to the Purchase Price together with such endorsements as may be reasonably requested by SBVMWD, insuring that the Property is vested in SBVMWD, free and clear of options, rights of first refusal or other interest rights, leases or other possessory interests, lis pendens and subject only to the following matters:

(1) a lien for real property taxes, bond, or assessments not then delinquent;

(2) matters of the Property's title not disapproved by SBVMWD in writing;

(3) matters affecting the condition of the Property's title created by or with the consent of the SBVMWD or SBVMWD's officers, employees or agents; and

(4) such other title exceptions, if any, resulting from documents being recorded or delivered through Escrow.

Section 8. Inspections and Review.

(a) During the period commencing on the date of full execution by both parties of this Agreement and terminating on the date occurring sixty (60) days thereafter ("**Feasibility Period**"), SBVMWD shall undertake at SBVMWD's expense an inspection of the Property; a review of the physical condition of the Property, including but not limited to, inspection and examination of soils, environmental factors, hazardous substances, if any, and archeological information relating to the Property; and a review and investigation of the effect of any zoning, maps, permits, reports, engineering data, regulations, ordinances, and laws affecting the Property. SBVMWD's inspection of the Property shall be conducted during normal business hours upon forty-eight (48) hours' prior notice to DISTRICT. Within ten (10) business days following the full execution of this Agreement by both parties, DISTRICT shall deliver to SBVMWD copies of all plans, surveys, specifications, and other documents pertaining to the physical, geological, or environmental condition of the Property that are controlled by or in the possession of DISTRICT, and to the extent that any additional such documents come into DISTRICT's control or possession following the full execution of this Agreement, DISTRICT shall use good faith efforts to provide copies of or access to such information to SBVMWD in a timely fashion.

(b) If SBVMWD disapproves of the results of the inspection and review, or its investigation of the condition of the title, SBVMWD may elect to terminate this Agreement by giving DISTRICT written notification prior to the last day of the Feasibility Period. If SBVMWD fails to properly notify DISTRICT of the intent to terminate this Agreement due to SBVMWD's disapproval of the results of the inspection and review, SBVMWD shall be deemed to be satisfied with the results of the inspection.

(c) SBVMWD shall accept the delivery of possession of the Property (including but not limited to, subterranean structures and soil conditions), in an "AS IS," "WHERE IS" and "SUBJECT TO ALL FAULTS" condition. SBVMWD hereby acknowledges that it has relied solely upon its own investigation of the Property and its own review of such information and documentation as it deems appropriate. SBVMWD is not relying on any statement or representation by DISTRICT, any employee, official or consultant of DISTRICT relating to the condition of the Property. DISTRICT makes no representations or warranties as to whether the Property presently complies with environmental laws or whether the Property contains any hazardous substance. Furthermore, to the extent that DISTRICT has provided SBVMWD with information relating to the condition of the Property, DISTRICT makes no representation or warranty with respect to the accuracy, completeness or methodology or content of such reports or information.

(d) As of the Close of Escrow, SBVMWD, on behalf of itself and its successors, waives and releases DISTRICT and its successors and assigns from any and all costs or expenses whatsoever (including, without limitation, attorneys' fees and costs), whether

direct or indirect, known or unknown, foreseen or unforeseen, arising from or relating to any of the following matters and conditions relating to the Property which exist as of the date of the applicable Close of Escrow: the physical condition of the Property or any above ground or underground improvements thereon, the condition of the soils, the suitability of the soils for the improvement of any proposed project, or any law or regulation applicable thereto. Notwithstanding the preceding, the foregoing released claims shall specifically exclude any claims or other matters based upon (i) breach of any of DISTRICT's covenants, representations and warranties set forth in this Agreement or based upon DISTRICT's intentional fraudulent acts or omissions; (ii) breach of any of DISTRICT's obligations specifically provided in this Agreement to be performed after the Close of Escrow; and (iii) any hazardous materials deposited or placed in, at or under the Property by DISTRICT in violation of applicable environmental laws.

(e) SBVMWD expressly waives any rights or benefits available to it with respect to the foregoing release under any provision of applicable law which generally provides that a general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time the release is agreed to, which, if known to such creditor, would materially affect a settlement. By execution of this Agreement, SBVMWD acknowledges that it fully understands the foregoing, and with this understanding, nonetheless elects to and does assume all risk for claims known or unknown, described in this Section 8 without limiting the generality of the foregoing.

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

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

The undersigned, being aware of this Code section, hereby expressly waives any rights it may have thereunder, as well as under any other statutes or common law principles of similar effect.

Initials of SBVMWD authorized officer: DDH

(f) The provisions of this Section 8 shall survive the Close of Escrow, and shall be binding upon SBVMWD.

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

(h) DISTRICT covenants not to further encumber and not to place any further liens or encumbrances on the Property, including, but not limited to, covenants, conditions, restrictions, easements, liens, options to purchase, rights of first offer, options to lease, leases, tenancies, or other possessory interests.

(i) DISTRICT also covenants not to authorize others to take any action that adversely affects the physical condition of the Property or its soils to any material extent.

Section 9. Closing Costs, Possession.

(a) SBVMWD shall pay the premium for any title policy, including any requested ALTA extended coverage title policy, cost of any survey and all requested ALTA survey policy endorsements, the cost of recording the Grant Deed and any documentary or other transfer taxes payable on account of the conveyance of the Property to SBVMWD.

(b) SBVMWD shall pay 100% of the Escrow Holder's charges and fees which may be charged by the Escrow Holder in connection with the Close of Escrow.

(c) SBVMWD shall be entitled to possession of the Property immediately upon the Close of Escrow.

Section 10. Representations and Warranties.

(a) DISTRICT hereby makes the following representations, covenants and warranties and acknowledges that the execution of this Agreement by SBVMWD has been made in material reliance by SBVMWD on such covenants, representations and warranties:

(1) Power and Authority. DISTRICT has the legal power, right and authority to enter into this Agreement and to execute the instruments and documents referenced herein, and to consummate the transaction contemplated hereby.

(2) Requisite Action. DISTRICT has taken all requisite action and obtained all requisite consents in connection with entering into this Agreement and the instruments and documents referenced herein and the consummation of the transactions contemplated hereby, and no consent of any other party is required.

(3) Enforceability of Agreement. The persons executing this Agreement and any instrument or document referenced herein for or on behalf of DISTRICT have been duly authorized to so act on behalf of DISTRICT and this Agreement and any such instrument or document is valid and legally binding on DISTRICT and enforceable against DISTRICT in accordance with their respective terms.

(4) No Litigation. There is no pending or, to the best of DISTRICT's knowledge, threatened claims, action, allegations or lawsuit of any kind, whether for personal injury, property damage, property taxes, or otherwise, that could affect the Property.

(5) No Violation. Neither the execution of this Agreement or the other instruments and documents referenced herein nor the performance by DISTRICT of its obligations hereunder and thereunder shall result in a breach or constitute a default under any agreement, document, instrument or other obligation to which DISTRICT is a party or by which DISTRICT may be bound or under law, statute, ordinance, rule, governmental regulation, state constitution, or any writ, injunction, order or decree of any court or governmental body applicable to DISTRICT.

(6) Operation and Condition Pending Closing. Between the date of this Agreement and the Close of Escrow hereunder, DISTRICT will continue to manage, operate and maintain the Property in the same manner as existed prior to the execution of this Agreement.

All representations and warranties contained in this Section 10(a) are true and correct on the date hereof and on the date of the Close of Escrow and shall survive the Close of Escrow.

(b) Warranties and Representations by SBVMWD. SBVMWD hereby makes the following representations, covenants and warranties and acknowledges that the execution of this Agreement by DISTRICT has been made in material reliance by DISTRICT on such covenants, representations and warranties:

(1) SBVMWD has the legal right, power and authority to enter into this Agreement and the instruments and documents referenced herein and to consummate the transactions contemplated hereby.

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

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

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

All representations and warranties contained in this Section 10(b) are true and correct on the date hereof and on the date of the Close of Escrow and shall survive the Close of Escrow.

#### Section 11. Conflict of Interest.

No member, official or employee of either party having any conflict of interest, direct or indirect, related to this Agreement and the use and development of the Property shall participate in any decision relating to the Agreement. The parties represent and warrant that they do not have knowledge of any such conflict of interest.

#### Section 12 Nonliability of Officials and Employees.

No officer, official or employee of either party shall be personally liable to the other party, or any successor in interest of such other party, in the event of any default or breach or for any

amount which may become due hereunder, or on any obligations under the terms of this Agreement.

Section 13. Indemnification.

SBVMWD agrees to indemnify and hold DISTRICT and its officers, employees and agents harmless from and against all damages, judgments, costs, expenses and attorney's fees arising from or related to any act or omission of SBVMWD in the course of performing its inspection of the Property. DISTRICT shall give SBVMWD written notice of the occurrence of a claim, litigation or other matters for which DISTRICT seeks indemnity under this Section as promptly as practicable following DISTRICT'S knowledge of the occurrence of such matter and DISTRICT shall reasonably cooperate with SBVMWD in the defense of any such claim or matter and shall not take any action that would adversely affect SBVMWD's defense of such matter.

Section 14. Notices.

All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be delivered by either (a) personal delivery, (b) reliable courier service that provides a receipt showing date and time of delivery, including federal express, or (c) registered or certified U.S. Mail, postage prepaid, return receipt requested. Notices shall be addressed to the respective parties as set forth below or to such other address and to such other persons as the parties may hereafter designate by written notice to the other party hereto:

If to SBVMWD, to:            Robert M. Tincher, M.S., P.E.  
   Manager of Water Resources  
   San Bernardino Valley Municipal Water District  
   380 E. Vanderbilt Way  
   San Bernardino, CA 92408  
   Phone: (909) 387-9215

With copy to:                Bruce D. Varner  
   General Counsel  
   Varner & Brandt LLP  
   3750 University Avenue, Suite 610  
   Riverside, CA 92501  
   Phone: (951) 274-7777  
   Facsimile: (951) 274-7770

If to DISTRICT, to:        Marilee J. Rendulich, SR/WA  
   Real Estate Services Manager  
   San Bernardino County RESD  
   385 N. Arrowhead Avenue, 3rd Floor  
   San Bernardino, CA 91415-0180  
   Phone: (909) 387-5106  
   Facsimile: (909) 387-5353

With copy to:                Robert F. Messinger  
   Deputy County Counsel  
   Office of County Counsel

County of San Bernardino  
385 N. Arrowhead Avenue, 4<sup>th</sup> Floor  
San Bernardino, CA 91401  
Phone: (909) 387-8979  
Facsimile: (909) 387-5462

Kevin Blakeslee  
Deputy Director of Public Works  
County of San Bernardino  
825 E. Third Street, Room 101  
San Bernardino, CA 92415-0835  
Phone: (909) 387-8979

If to Escrow, to: Kellie Linderman  
Escrow Officer  
Golden State Escrow, Inc.  
1421 E. Cooley Drive, Suite 1  
Colton, CA 92324  
Phone: (909) 777-3500

Each notice shall be deemed delivered on the date delivered if by personal delivery or by overnight courier service, or on the date of receipt as disclosed on the return receipt if by mail. By giving to the other parties written notice as provided above, the parties to this Agreement and their respective successors and assigns shall have the right from time to time, and at any time during the term of this Agreement, to change their respective addresses.

Section 15. Attorneys' Fees.

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 subsection shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under Section 8. ("Inspections and Review") and Section 13. ("Indemnification").

Section 16. Miscellaneous.

(a) This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and together shall constitute one and the same agreement, with one counterpart being delivered to each party hereto.

(b) All periods of time referred to in this Agreement shall include all Saturdays, Sundays and state or national holidays, provided that if the date or last date to perform any act or give any notice with respect to this Agreement shall fall on a Friday, Saturday, Sunday or state or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Friday, Saturday, Sunday or state or national holiday.

(c) The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions hereof unenforceable, invalid or illegal.

Section 17. Entire Agreement.

(a) This Agreement and the exhibits attached hereto constitute the entire understanding and Agreement of the parties.

(b) This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto with respect to the Property.

(c) The headings to the paragraphs of this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not in any way affect its interpretation.

Section 18. Legislative Body Approval.

This Agreement is subject to, and will have no force or effect until and unless first approved by the San Bernardino County Flood Control District Board of Supervisors and the San Bernardino Valley Municipal Water District Board of Directors.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the dates set forth below.

**DISTRICT:**

**SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT**

By: \_\_\_\_\_  
James Ramos, Chairman  
Board of Supervisors

Date: \_\_\_\_\_

Laura H. Welch,  
Clerk of the Board of Supervisors

Approved as to Legal Form:  
Jean-Rene Basle, County Counsel  
County of San Bernardino, California

By: \_\_\_\_\_  
Deputy

By: \_\_\_\_\_  
Robert F. Messinger, Deputy

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**SBVMWD:**

**SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT**

*Douglas D. Headrick*  
By: Douglas D. Headrick  
General Manager

Date: 10/31/2016

Approved as to Legal Form:  
Bruce D. Varner, General Counsel  
San Bernardino Valley Municipal Water  
District

By: *Bruce Varner*

Date: OCT. 27, 2016

## EXHIBIT "1"

### APN 0297-101-32:

PTN NW 1/4 SEC 9 TP 1S R 2W DESC AS COM NW COR SD SEC 9 TH ALG W LI S 01 DEG 01 MIN 00 SECONDS E 1780 FT TH N 63 DEG 25 MIN 00 SECONDS E 720 FT TH N 28 DEG 50 MIN 00 SECONDS E 111 FT TH N 23 DEG 00 MIN 00 SECONDS E 527 FT M/L TO N LI SD SEC 9 TH ALG SD N LI WLY 1416.7 FT TO POB EX THERFROM COM AT NW COR SD SEC 9 TH ALG W LI S 01 DEG 01 MIN 00 SECONDS E 589.73 FT TH NELY 382.67 FT ALG A NON TANGENT CURVE CONCAVE NWLY HAVING A RADIUS OF 1563.80 FT AND A CENTRAL ANGLE OF 14 DEG 01 MIN 14 SECONDS THE BEG TANGENT THEREOF BEARING N 54 DEG 47 MIN 32 SECONDS E TH S 9 DEG 13 MIN 42 SECONDS E 11.58 FT TH N 40 DEG 24 MIN 29 SECONDS E 25 FT TH N 50 DEG 08 MIN 15 SECONDS W 11.62 FT TO NELY CONTINUATION OF AFOREDESCRIBED CURVE HAVING A RADIUS OF 1563.80 FT TH NELY 225.17 FT ALG CONTINUATION OF SD CURVE BEING NON TANGENT CONCAVE NWLY HAVING A RADIUS OF 1563.80 FT AND A CENTRAL ANGLE OF 8 DEG 15 MIN 00 SECONDS THE BEG TANGENT THEREOF BEARING N 39 DEG 51 MIN 46 SECONDS E TH N 31 DEG 36 MIN 46 SECONDS E 154.5 FT M/L TO N LI SD SEC 9 TH WLY ALG SD N LI 521.58 FT M/L TO NW COR SD SEC 9 AND TRUE POB ALSO EXCEPT PORTION DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 9 AS SHOWN BY RECORD OF SURVEY ON FILE IN BOOK 55 OF RECORDS OF SURVEY AT PAGE 57 THEREOF, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA; THENCE NORTH 89 DEG 31'26" EAST, RECORDED IN SAID RECORD OF SURVEY AS NORTH 89 DEG 54'36" EAST, ALONG THE NORTH LINE OF SAID SECTION 9, A DISTANCE OF 522.15 FEET TO THE NORTHWESTERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT BY DEED RECORDED DECEMBER 17, 1975 IN BOOK 8826 OF DEEDS AT PAGE 115 THEREOF, OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA AND THE TRUE POINT OF BEGINNING; THENCE NORTH 89 DEG 31' 26" EAST, CONTINUING ALONG THE NORTH LINE OF SAID SECTION 9, A DISTANCE OF 349.19 FEET; THENCE SOUTH 10 DEG 47'27" WEST, DEPARTING SAID NORTH LINE, A DISTANCE OF 71.07 FEET; THENCE SOUTH 53 DEG 18'49" WEST, A DISTANCE OF 1,048.98 FEET TO THE WEST LINE OF SAID SECTION 9 AND THE EAST LINE OF SAID SECTION 8; THENCE NORTH 01 DEG 23'50" WEST, RECORDED IN SAID RECORD OF SURVEY AS NORTH 01 DEG 00'41" WEST, ALONG THE WEST LINE OF SAID SECTION 9 AND THE EAST LINE OF SAID SECTION 8, A DISTANCE OF 11.20 FEET; THENCE NORTH 33DEG 50'51" WEST, DEPARTING THE WEST LINE OF SAID SECTION 9 AND THE EAST LINE OF SAID SECTION 8, A DISTANCE OF 74.01 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1,563.80 FEET, A RADIAL LINE AT SAID POINT BEARS NORTH 33 DEG 50'51" WEST; THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 15 DEG 45'42", AN ARC DISTANCE OF 430.19 FEET, A RADIAL LINE AT SAID POINT BEARS NORTH 49 DEG 36'33" WEST; THENCE SOUTH 49 DEG 36'33" EAST, A DISTANCE OF 11.58 FEET; THENCE NORTH 40 DEG 01 '38" EAST, A DISTANCE OF 25 FEET: THENCE NORTH 50 DEG 31'39" WEST, A DISTANCE OF 11.62 FEET TO TH

### APN 0297-061-34:

THAT PTN E 1/2 NE 1/4 SEC 8 TP 1S R 2W DESC AS BEG AT A PT IN E LI SD SEC DISTANT ALG SD E LI S 01 DEG 01 MIN 00 SECONDS E 589.73 FT FROM NE COR SD SEC 8 TH SWLY 47.52 FT ALG A NON TANGENT CURVE CONCAVE NWLY HAVING A RADIUS OF 1563.80 FT AND A CENTRAL ANGLE OF 1 DEG 44 MIN 28 SECONDS THE BEG TANGENT THEREOF BEARING S 54 DEG 47 MIN 32 SECONDS W TH S 56 DEG 32 MIN 00 SECONDS W 1537.79 FT TO A PT IN W LI SE 1/4 NE 1/4 SD SEC DISTANT ALG SD W LI N 0 DEG 41 MIN 10 SECONDS W 1142.18 FT FROM SW COR OF SD SE 1/4 NE 1/4 TH ALG SD W LI S 0 DEG 41 MIN 10 SECONDS E 1142.18 FT TO SW COR THEREOF TH ALG S LI NE 1/4 SD SEC S 88 DEG 18 MIN 15 SECONDS E 1345.49 FT TO E 1/4 COR SD SEC 8 TH ALG E LI N 01 DEG 01 MIN 00 SECONDS W 2057.02 FT TO POB EX THERFROM COM AT A PT IN ELI SD SEC 8 DISTANT ALG SD E LI S 01 DEG 01 MIN 00 SECONDS E 1780 FT FROM NE COR SD SEC TH S 68 DEG 06 MIN 26 SECONDS W 708 FT TO A PT IN CENTER OF GREENSPOT RD TH SLY ALG SD CENTER LI TO S LI NE 1/4 SD SEC 8 TH ALG SD S LI S 88 DEG 18 MIN 15 SECONDS E TO E 1/4 COR TH N 01 DEG 01 MIN 00 SECONDS W 866.75 FT ALG E LI SD SEC TO POB ALSO EXCEPT PORTIONS AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 9 AS SHOWN BY RECORD OF SURVEY ON FILE IN BOOK 55 OF RECORDS OF SURVEY AT PAGE 57 THEREOF, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA; THENCE NORTH 89 DEG 31'26" EAST, RECORDED IN SAID RECORD OF SURVEY AS NORTH 89 DEG 54'36" EAST, ALONG THE NORTH LINE OF SAID SECTION 9, A DISTANCE OF 522.15 FEET TO THE NORTHWESTERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT BY DEED RECORDED DECEMBER 17, 1975 IN BOOK 8826 OF DEEDS AT PAGE 115 THEREOF, OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA AND THE TRUE POINT OF BEGINNING; THENCE NORTH 89 DEG 31' 26" EAST, CONTINUING ALONG THE NORTH LINE OF SAID SECTION 9, A DISTANCE OF 349.19 FEET; THENCE SOUTH 10 DEG 47'27" WEST, DEPARTING SAID NORTH LINE, A DISTANCE OF 71.07 FEET; THENCE SOUTH 53 DEG 18'49" WEST, A DISTANCE OF 1,048.98 FEET TO THE WEST LINE OF SAID SECTION 9 AND THE EAST LINE OF SAID SECTION 8; THENCE NORTH 01 DEG 23'50" WEST, RECORDED IN SAID RECORD OF SURVEY AS NORTH 01 DEG 00'41" WEST, ALONG THE WEST LINE OF SAID SECTION 9 AND THE EAST LINE OF SAID SECTION 8, A DISTANCE OF 11.20 FEET; THENCE NORTH 33DEG 50'51" WEST, DEPARTING THE WEST LINE OF SAID SECTION 9 AND THE EAST LINE OF SAID SECTION 8, A DISTANCE OF 74.01 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1,563.80 FEET, A RADIAL LINE AT SAID POINT BEARS NORTH 33 DEG 50'51" WEST; THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 15 DEG 45'42", AN ARC DISTANCE OF 430.19 FEET, A RADIAL LINE AT SAID POINT BEARS NORTH 49 DEG 36'33" WEST; THENCE SOUTH 49 DEG 36'33" EAST, A DISTANCE OF 11.58 FEET; THENCE NORTH 40 DEG 01 '38" EAST, A DISTANCE OF 25 FEET: THENCE NORTH 50 DEG 31'39" WEST, A DISTANCE OF 11.62 FEET TO THE BEGINNING OF A NON-TANGE

EXHIBIT "2"



EXHIBIT "A"

APNs: 0297-061-34  
0297-101-32

LEGAL DESCRIPTION

Portions of the northwest quarter of Section 9 and the northeast quarter of Section 8, Township 1 South, Range 2 West, San Bernardino Meridian, lying in the City of Highland, County of San Bernardino, State of California, being more particularly described as follows.

PARCEL 1

**COMMENCING** at the northwest corner of said Section 9 as shown by Record of Survey on file in Book 55 of Records of Survey at Page 57 thereof. Records of San Bernardino County, California;

Thence North 89°31'26" East, recorded in said Record of Survey as North 89°54'36" East, along the north line of said Section 9, a distance of 871.34 feet to the northeast corner of that certain parcel of land conveyed to San Bernardino Valley Municipal Water District by Corporation Grant Deed recorded June 24, 2014 as Document Number 2014-0226668, Official Records of San Bernardino County, California;

Thence South 10°47'27" West, departing the north line of said Section 9 and along the east line of said parcel of land conveyed to San Bernardino Valley Municipal Water District, a distance of 71.07 feet to an angle point and the **TRUE POINT OF BEGINNING**;

Thence continuing South 10°47'27" West, a distance of 370.86 feet;

Thence South 39°31'26" West, a distance of 625.66 feet;

Thence South 88°36'10" West, a distance of 368.10 feet to the west line of said Section 9;

Thence North 01°23'50" West, along the west line of said Section 9, a distance of 229.27 feet to the most southerly corner of said parcel of land conveyed to San Bernardino Valley Municipal Water District, said point being hereinafter referred to as Point "A";

Thence North 53°18'49" East, along the southeasterly line of said parcel of land conveyed to San Bernardino Valley Municipal Water District, a distance of 1048.98 feet to the **TRUE POINT OF BEGINNING**.

Contains 7.06 acres, more or less.

**EXHIBIT "A"**

APNs: 0297-061-34  
0297-101-32

**LEGAL DESCRIPTION**  
(Continued)

PARCEL 2

**BEGINNING** at hereinabove described Point "A".

Thence South 01°23'50" East, along the west line of said Section 9, a distance of 232.80 feet;

Thence South 64°50'09" West, departing said west line, a distance of 1152.09 feet to the easterly right-of-way line of Greenspot Road (variable width) as shown as Parcel 2 of deed recorded June 28, 2012 as Document Number 2012-0258906, Official Records of San Bernardino County, California, said point being on a curve, concave southwesterly, having a radius of 1630.00 feet, a radial line at said point bears South 64°10'55" West;

Thence northwesterly, along said curve and said easterly right-of-way line, through a central angle of 03°44'24", an arc distance of 106.40 feet, to the northwesterly line of that certain parcel of land conveyed to San Bernardino County Flood Control District as Parcel "A" by deed recorded December 17, 1975 in Book 8826 of Deeds at Page 115 thereof, Official Records of San Bernardino County, California, a radial line at said point bears South 60°26'31" West;

Thence North 56°08'35" East, along said northwesterly line, a distance of 1258.39 feet to the most westerly corner of said parcel of land conveyed to San Bernardino Valley Municipal Water District;

Thence South 33°51'14" East, along the westerly line of said parcel of land conveyed to San Bernardino Valley Municipal Water District, a distance of 74.00 feet to the west line of said Section 9;

Thence South 01°23'50" East, along the west line of said Section 9 and the westerly line of said parcel of land conveyed to San Bernardino Valley Municipal Water District, a distance of 11.20 feet to the **POINT OF BEGINNING**.

Contains 5.56 acres, more or less.

**EXHIBIT "A"**

APNs: 0297-061-34  
0297-101-32

**LEGAL DESCRIPTION**  
(Continued)

See Exhibit "B" attached hereto and by this reference made a part hereof.



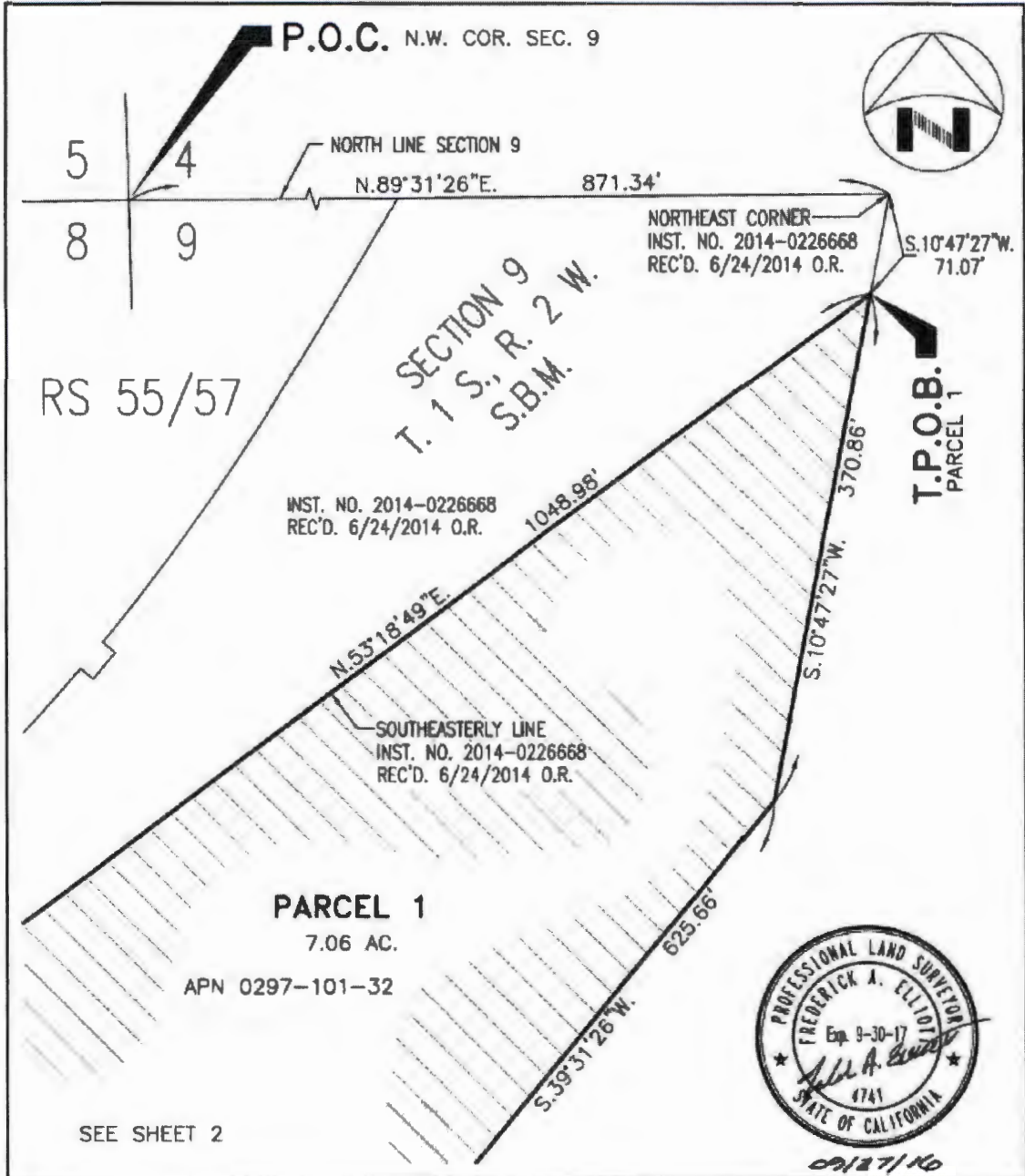
This description was prepared by me  
or under my direction:

  
Frederick A. Elliott, P.L.S. 4741


Date: Sept 27, 2016

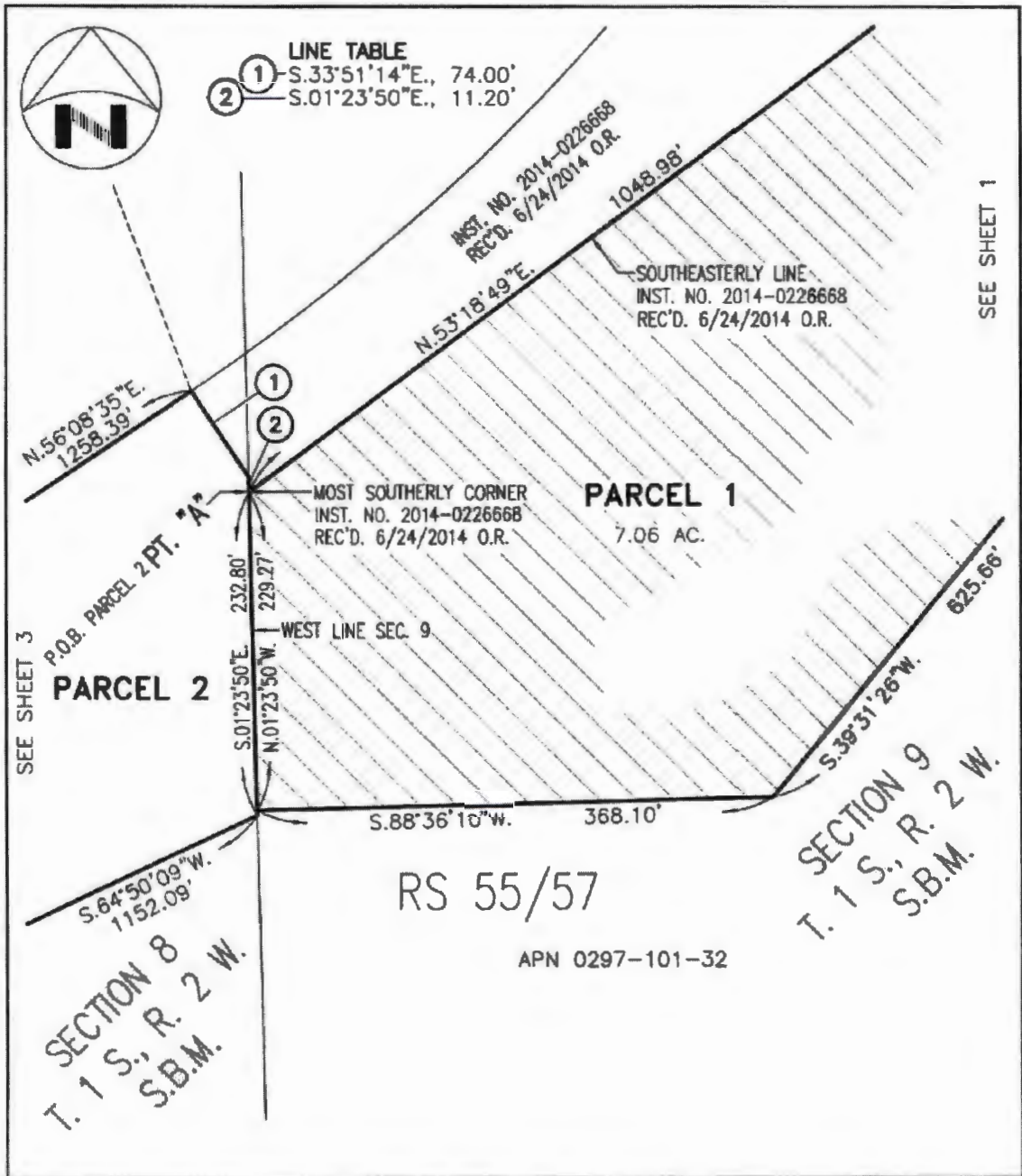
Expiration Date: 09/30/2017

MWE/lgc  
LEGAL/967-5-0  
(9/27/2016)



This Plat is Solely an Aid in Locating the Parcel(s) Described in the Attached Document.

 <b>KRIEGER &amp; STEWART</b> Engineering Consultants <small>3602 University Avenue • Riverside, CA 92501          www.kriegersandstewart.com • 951-381-6900</small>	<b>SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT</b>		EXHIBIT
	San Bernardino County Flood Control District <b>ENHANCED SAR RECHARGE PROJECT</b> A.P.N. 0297-101-32 & 0297-061-34		<b>B</b>
SCALE: 1"=100'	DATE: 9/27/16	DRAWN BY: MWE	CHECKED BY: FAE
			W.O.: 967-5
			SHEET 1 OF 4



SEE SHEET 1

This Plat is Solely an Aid in Locating the Parcel(s) Described in the Attached Document.

**KRIEGER & STEWART**  
 Engineering Consultants  
 3602 University Avenue • Riverside, CA 92501  
 www.kriegersandstewart.com • 951.684.6900

**SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT**  
 San Bernardino County Flood Control District  
**ENHANCED SAR RECHARGE PROJECT**  
 A.P.N. 0297-101-32 & 0297-061-34

EXHIBIT  
**B**

SCALE: 1"=100'    DATE: 9/27/16    DRAWN BY: MWE    CHECKED BY: FAE    W.O.: 967-5    SHEET 2 OF 4



**LINE TABLE**

- ① S.33°51'14"E., 74.00'
- ② S.01°23'50"E., 11.20'

MOST WESTERLY CORNER  
 INST. NO. 2014-0226668  
 REC'D. 6/24/2014 O.R.

RS 55/57

NORTHWESTERLY LINE  
 PCL. 'A' BK.8826, PG.115  
 REC'D 12/17/1975 O.R.

SEE SHEET 4

N.56°08'35"E.  
 1258.39'

P.O.B. PARCEL 2 PT. 'A'  
 232.80'  
 S.01°23'50"E.

SEE SHEET 2

**PARCEL 2**  
 5.56 AC.

1152.09'  
 S.64°50'09"W.  
 APN 0297-061-34

SECTION 8  
 T. 1 S., R. 2 W.  
 S.B.M.

RS 87/25-31

30'  
 EAST R/W LINE OLD GREENSPOT ROAD  
 CENTERLINE OLD GREENSPOT ROAD  
 PER R.S. 87/25-31.

This Plat is Solely an Aid in Locating the Parcel(s) Described in the Attached Document.



**KRIEGER & STEWART**  
 Engineering Consultants

3603 University Avenue • Riverside, CA 92501  
 www.kriegersandstewart.com • 951-684-6900

**SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT**

EXHIBIT

San Bernardino County Flood Control District  
 ENHANCED SAR RECHARGE PROJECT  
 A.P.N. 0297-101-32 & 0297-061-34

**B**

SCALE: 1"=100'

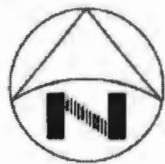
DATE: 3/27/18

DRAWN BY: MWE

CHECKED BY: FAR

W.O.: 957-5

SHEET 3 OF 4

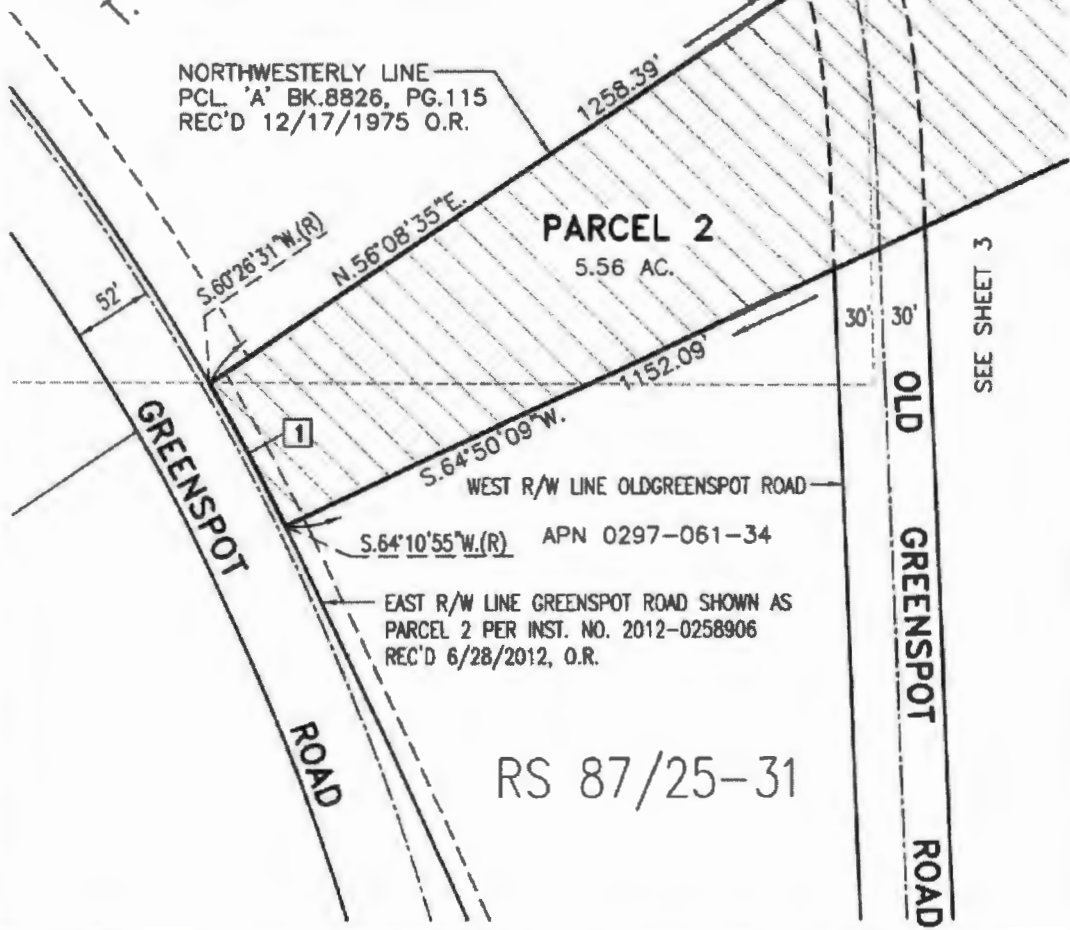


**CURVE TABLE**  
 ① R=1630.00'  
 Δ=03°44'24"  
 L=106.40'

SECTION 8  
 T. 1 S., R. 2 W.  
 S.B.M.

NORTHWESTERLY LINE  
 PCL. 'A' BK.8826, PG.115  
 REC'D 12/17/1975 O.R.

**PARCEL 2**  
 5.56 AC.



SEE SHEET 3

RS 87/25-31

This Plat is Solely an Aid in Locating the Parcel(s) Described in the Attached Document.



**KRIEGER & STEWART**  
 Engineering Consultants

3403 University Avenue • Riverside, CA 92505  
 www.kriegerandstewart.com • 951-684-6900

**SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT**

San Bernardino County Flood Control District  
**ENHANCED SAR RECHARGE PROJECT**  
 A.P.N. 0297-101-32 & 0297-061-34

EXHIBIT

**B**

SCALE: 1"=100'

DATE: 9/27/16

DRAWN BY: MWE

CHECKED BY: FAL

W.O.: 967-5

SHEET 4 OF 4

EXHIBIT "3"

Recording Requested By:

Bob Tincher

When Recorded Mail Document  
and Tax Statement To:

Bob Tincher  
San Bernardino Valley Municipal  
380 E. Vanderbilt Way  
San Bernardino, CA 92408

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

Project: Santa Ana River  
System No.: 3.101  
Parcel No.: 82 & 83  
Dept. Code: 11600

**GRANT DEED**

D.P. No.: 3.100/48  
APN: Pm 0297-101-32  
and 0297-061-34  
Date: October 20, 2016

The undersigned grantor(s) declare(s):

DOCUMENTARY TRANSFER TAX \$0.00 Conveyance to Government Entity, R&T 11922

- computed on full value of property conveyed, or
- computed on full value less liens and encumbrances remaining at the time of sale
- Unincorporated Area       City of \_\_\_\_\_

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged.

**SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT**, a body corporate and politic, does hereby grant to:

**The San Bernardino Valley Municipal Water District**, a Municipal Water District,

the following described real property in the City of Highland, County of San Bernardino, State of California:

See Exhibit "A", Legal Description, and Exhibit "B" plat, attached hereto and made a part hereof.

**RESERVING** unto the Grantor a non-exclusive, non-transferable Access Easement for vehicular ingress and egress, up to an empty ten-wheel, highway-rated rear dump truck (rear dump truck), over and along Grantee's access roads on lands within and adjoining the above-described property solely for purposes of access to and from Grantor's Santa Ana River System; provided, however, that such use shall not unduly interfere with Grantee's use of said lands. Vehicular ingress and egress of any vehicle heavier than an empty rear dump truck must be evaluated for potential impacts to Grantee's facilities by a licensed engineer registered in the State of California by Grantor and subsequently reviewed and approved, in writing, by Grantee. Grantee shall have no obligation to keep, construct, or maintain any particular access road at all or to any specified standards, and Grantor expressly assumes all risk related to Grantor's use of such access roads. Grantor shall indemnify, defend, and hold harmless Grantee and its directors, officers, employees, contractors, and agents for any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies of whatever nature, including reasonable attorneys' fees, arising out of or related to Grantor's use of such access roads. Any gates in said roads which are installed and locked by Grantee and used by Grantor shall be locked also by Grantor's locks so that either can lock or unlock the gates.

IN WITNESS WHEREOF Grantor has executed this Grant Deed the day and year written below and has agreed to be bound by the terms and provisions set forth in the Access Easement reserved herein.

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

By: \_\_\_\_\_

Name: James Ramos

Title: Chairman, Board of Supervisors

Date: \_\_\_\_\_

By signing below, Grantee agrees to be bound by the terms and provisions set forth in the Access Easement reserved herein.

GRANTEE: SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_