

ACQUISITION AGREEMENT

This ACQUISITION AGREEMENT ("Agreement") is made by and between Redlands Unified School District ("Grantor"), and San Bernardino County, a body corporate and politic of the State of California ("Grantee") each of them a "Party" and jointly the "Parties".

RECITALS

- A. Grantor is the fee owner of certain real property described as 31000 E. Colton Avenue, South Mentone, CA 92359, in the unincorporated area known as South Mentone, commonly identified as Assessor Parcel Number 0299-031-30 ("Property").
- B. Grantee intends to complete a public project known as the South Mentone ADA Ramps – Redlands Area – ADA Ramps Project ("Project"), which generally consists of the construction/reconstruction of 38 Americans with Disabilities Act ("ADA")-compliant ramps and reconstruction of portions of sidewalks, driveways, spandrels, cross gutter, and other minor street improvements as needed.
- C. To complete the Project, Grantee seeks to acquire, and Grantor is willing to grant and convey to Grantee five (5) temporary construction easements ("TCEs") over certain portions of the Property as each portion is legally described and depicted in the plat on Exhibits "1," "2," "3," "4," and "5" attached hereto (collectively, "Easement Area").

TCE-3	Temporary Construction Easement	2,363 sf
TCE-4	Temporary Construction Easement	2,327 sf
TCE-5	Temporary Construction Easement	1,933 sf
TCE-6	Temporary Construction Easement	1,921 sf
TCE-7	Temporary Construction Easement	2,123 sf

Total Square Feet: 10,667 sf

- D. Pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, the Parties to this contract are required to and shall comply with all elements of Title VI of the Civil Rights Act of 1964.

No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this contract.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Subject to the terms and conditions set forth herein, Grantor hereby agrees to TCEs in substantially the form attached as Exhibits "6," "7," "8," "9," and "10" attached hereto, to grant five (5) TCEs in, on, over, under, and across the respective Easement Area to Grantee and its designees, including (without limitation) Grantee's contractors and consultants and assigns for a period to commence on January 1, 2025 and to

automatically terminate on the earlier of Project completion, as determined by Grantee, or December 31, 2026.

2. GRANTEE agrees to pay GRANTOR for said five (5) TCEs and rights thereto the sum of **\$7,123 (SEVEN THOUSAND ONE HUNDRED TWENTY DOLLARS)** ("Just Compensation"), which is calculated as set forth below. The Compensation shall be paid to GRANTOR within thirty (30) days after the latest to occur of the following: i) Grantor's execution of the Agreement and the TCE's, and ii) approval of the Agreement by the GRANTEE's Board of Supervisors and execution of the certificate of acceptance by the GRANTEE's authorized signatory.

3. Amount Established as Just Compensation

Value of two-year TCEs (10,667 sq. ft.)	= \$4,415
Site Improvements:	= <u>\$2,708</u>
Subtotal	= \$7,123

AMOUNT ESTABLISHED AS JUST COMPENSATION: = \$7,123

4. GRANTOR warrants that there are no oral or written leases on all or any portion of the Easement Area exceeding a period of one month, and the GRANTOR agrees to hold GRANTEE, and its employees, agents, contractors, consultants, and assigns, harmless and reimburse the GRANTEE for any and all of its losses and expenses occasioned by reason of any lease of on the Easement Area held by any tenant of GRANTOR for a period exceeding one month.

5. GRANTOR agrees to use its best efforts to satisfy, of record, at or before conveying the Five (5) TCEs and the rights therein, all encumbrances and special assessments that are a lien against the Easement Area, as GRANTEE may require.

6. GRANTOR agrees that GRANTEE may, notwithstanding the prior acceptance of this Agreement, acquire easement rights to the Easement Area by condemnation or other judicial proceedings, in which event GRANTOR agrees to cooperate with GRANTEE in the prosecution of such proceedings; GRANTOR agrees that the consideration hereinabove stated shall be the full amount of Compensation, inclusive of interest, for the acquisition of easement rights to the Easement Area; GRANTOR agrees that the Just Compensation set forth in paragraph 2 hereof constitutes the full compensation amount for the TCE rights therein and shall be prorated among all persons having an interest in the Easement Area as their respective interests may appear; and GRANTOR agrees that the said consideration shall be in full satisfaction of any and all claims of GRANTOR for payment for the right to use the Easement Area hereinafter provided for in paragraph 7.

7. Reserved.

8. GRANTEE agrees to pay any escrow (if applicable) and recording fees incurred in this transaction; and if title insurance is desired by the GRANTEE, to pay the premium charged thereof.

9. GRANTOR hereby represents and warrants that during the period of GRANTOR's ownership of the PROPERTY, there have been no disposals, releases, or threatened releases of hazardous substances or

hazardous wastes on, from, or under the PROPERTY. GRANTOR further represents and warrants that GRANTOR has no knowledge of any disposal, release, or threatened release of hazardous substances or hazardous wastes on, from, or under the PROPERTY which may have occurred prior to GRANTOR taking title to the PROPERTY.

The Compensation of the TCEs acquired in this transaction reflects the fair market value of the Easement Area without the presence of a hazardous substance condition. If the Easement Area being acquired is found to be contaminated by the presence of a hazardous substance condition which requires remediation, mitigation, or cleanup under Federal or State law, GRANTEE may elect but shall not be obligated to remediate, mitigate, or clean-up such hazardous substances and shall be entitled, if such election is made by Grantee in its sole election, to recover its remediation, mitigation, and cleanup costs from those who caused or contributed to the contamination. GRANTOR agrees to grant to GRANTEE, but only to the extent necessary (GRANTOR may reserve equal or greater rights), any rights to require/recover remediation, mitigation, or cleanup costs it may have against any person or entity, including but not limited to GRANTOR, who may have caused or contributed to such contamination.

10. It is agreed and confirmed by the parties hereto that, the right to use of the Easement Area by GRANTEE or its agents, during the term set forth in Paragraph 1 above includes the right to remove and dispose of existing improvements thereon. The Compensation shown in paragraph 2 herein includes, but is not limited to, full payment for such use, including damages, if any, from said date.

11. The terms and conditions aforesaid are to apply to and bind the heirs, executors, administrators, successors, and assigns of the GRANTOR.

12. All notices or demands pursuant to this Agreement shall be given by either party hereto to the other in person, by United States Mail (postage pre-paid), return receipt requested, or by reputable overnight courier service, and addressed to the party, at the below stated address. Notice shall be deemed delivered on the date received or the date the recipient refuses to accept receipt. A courtesy copy of any notices or demands delivered in accordance with this paragraph shall be concurrently sent via e-mail to the e-mail address identified below, provided that such courtesy e-mail is not intended, nor shall it be deemed to substitute as the effective means of notice or demand delivery or alter the effective date of such notice. Either party may change its address for delivery of any notice or demand by giving written notice to each party.

To GRANTOR: Redlands Unified School District
c/o Facilities – Attn Ken Morse
20 W. Lugonia Ave
Redlands, CA 92373

To GRANTEE: San Bernardino County
c/o Real Estate Services Department
Attention: Brandon Ocasio, Manager of Acquisitions
385 North Arrowhead Avenue, 3rd Floor
San Bernardino, CA 92415-0180
Courtesy copy via email at: brandon.ocasio@res.sbcounty.gov

13. POLITICAL CONTRIBUTIONS: GRANTOR has disclosed to the GRANTEE using Exhibit "11", which is attached to Agreement and incorporated herein by reference, whether it has made any campaign contributions of more than \$250 to any member of the GRANTEE's Board of Supervisors or other County-elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of (1) the date of the submission of GRANTOR's proposal to the GRANTEE, or (2) 12 months before the date this contract was approved by the GRANTEE's Board of Supervisors. GRANTOR acknowledges that under Government Code section 84308, GRANTOR is prohibited from making campaign contributions of more than \$250 to any member of the GRANTEE's Board of Supervisors or other County-elected officer for 12 months after the GRANTEE's consideration of this contract.

In the event of a proposed further amendments to this contract, GRANTOR will provide the GRANTEE a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the GRANTEE's Board of Supervisors or other County-elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the GRANTOR or by a parent, subsidiary or otherwise related business entity of GRANTOR.

14. All terms and conditions with respect to this Agreement are expressly contained herein and GRANTOR agrees that no representative or agent of GRANTEE, has made any representation or promise with respect to the acquisition of the TCEs or this Agreement not expressly contained herein.

14. The foregoing AGREEMENT is subject to approval by the GRANTEE's Board of Supervisors and shall become effective and contractually binding only upon such approval and execution by GRANTEE's authorized signatory and GRANTOR.

GRANTOR(s):

Redlands Unified School District

By: _____
Date

GRANTEE: San Bernardino County

By: _____
Terry W. Thompson, Director
Real Estate Services Department
Date

EXHIBIT "1"

Legal Description and Plat for TCE 3

(see following pages)

T1S, R2W, SEC 30 S.B.M.
KING STREET AND E COLTON AVENUE
RIGHT-OF-WAY ACQUISITION
H15058 - TCE -3
APN: 0299-031-30

EXHIBIT "A"
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT

BEING A PORTION OF PARCEL 1, PARCEL MAP NO. 14838, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN ON PLAT RECORDED IN PARCEL MAP BOOK 184, PAGES 50 THROUGH 53, INCLUSIVE, RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF COLTON AVENUE AND KING STREET AS SHOWN ON SAID PARCEL MAP NO. 14838;

THENCE SOUTH 00°24'27" WEST, ALONG THE CENTERLINE OF SAID KING STREET, 210.43 FEET;

THENCE NORTH 89°35'33" WEST 33.00 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL 1, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 00°24'27" WEST, ALONG THE EAST LINE OF SAID PARCEL 1, A DISTANCE OF 127.64 FEET;

THENCE NORTH 89°35'19" WEST 0.40 FEET;

THENCE NORTH 00°29'08" WEST 10.02 FEET;

THENCE NORTH 10°05'42" WEST 3.29 FEET TO THE BEGINNING OF A TANGENT CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 35.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE 42.70 FEET AND THROUGH A CENTRAL ANGLE OF 69°54'31";

THENCE NORTH 81°56'55" WEST 5.31 FEET;

THENCE NORTH 00°24'41" EAST 51.20 FEET TO A POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 35.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 00°17'26" WEST;

THENCE NORTHEASTERLY ALONG SAID CURVE 53.90 FEET AND THROUGH A CENTRAL ANGLE OF 88°14'11";

(DESCRIPTION CONTINUE ON PAGE 2)


T1S, R2W, SEC 30 S.B.M.
KING STREET AND E COLTON AVENUE
RIGHT-OF-WAY ACQUISITION
H15058 - TCE -3
APN: 0299-031-30

THENCE SOUTH 89°35'19" EAST 0.44 FEET TO THE **TRUE POINT OF BEGINNING.**

CONTAINS 2,363 SQUARE FEET, MORE OR LESS.

ATTACHED HERETO IS A PLAT LABELED EXHIBIT "B" AND BY THIS REFERENCE MADE A PART HEREOF.

THIS LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION.

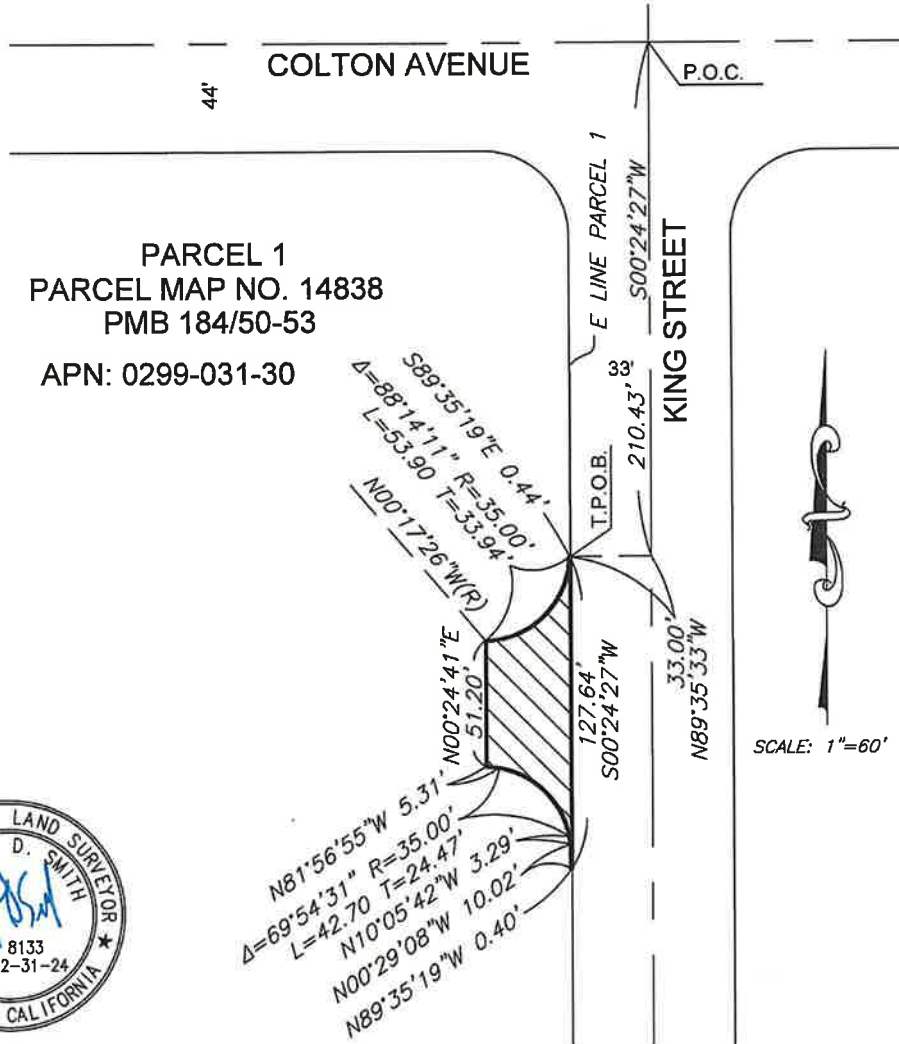


ANTHONY D. SMITH, PLS 8133
DATE: 4/10/2023



EXHIBIT "B"

PTN. PARCEL 1 OF PARCEL MAP NO. 14838
PARCEL MAP BOOK 184, PAGES 50-53



NOTES: THIS MAP HAS BEEN COMPILED FROM RECORD DATA AND OTHER AVAILABLE MATERIALS AND DOES NOT REPRESENT A FIELD SURVEY.



— AREA OF TEMPORARY CONSTRUCTION EASEMENT FOR ADA RAMP IMPROVEMENT: 2,363 SQ. FT.

W.O. NO.	PARCEL NO.	OWNER
H15058	TCE-3	REDLANDS UNIFIED SCHOOL DISTRICT

SAN BERNARDINO COUNTY
DEPARTMENT OF PUBLIC WORKS - TRANSPORTATION

RIGHT-OF-WAY PLAT
KING STREET
AT
E. COLTON AVENUE - MENTONE AREA

SCALE: 1"=60'

EXHIBIT "2"

Legal Description and Plat for TCE 4

(see following pages)

T1S, R2W, SEC 30 S.B.M.
KING STREET AND E COLTON AVENUE
RIGHT-OF-WAY ACQUISITION
H15058 – TCE -4
APN: 0299-031-30

EXHIBIT "A"
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT

BEING A PORTION OF PARCEL 1, PARCEL MAP NO. 14838, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN ON PLAT RECORDED IN PARCEL MAP BOOK 184, PAGES 50 THROUGH 53, INCLUSIVE, RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF COLTON AVENUE AND KING STREET AS SHOWN ON SAID PARCEL MAP NO. 14838;

THENCE SOUTH 00°24'27" WEST, ALONG THE CENTERLINE OF SAID KING STREET, 551.37 FEET;

THENCE NORTH 89°35'33" WEST 33.00 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL 1, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 00°24'27" WEST, ALONG THE EAST LINE OF SAID PARCEL 1, A DISTANCE OF 107.02 FEET;

THENCE NORTH 24°44'42" WEST 10.81 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 29.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE 32.82 FEET AND THROUGH A CENTRAL ANGLE OF 64°50'37";

THENCE NORTH 89°35'19" WEST 4.39';

THENCE NORTH 00°24'41" EAST 52.62 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 36.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE 48.56 FEET AND THROUGH A CENTRAL ANGLE OF 77°17'29" TO THE **TRUE POINT OF BEGINNING**.


(DESCRIPTION CONTINUES ON PAGE 2)

T1S, R2W, SEC 30 S.B.M.
KING STREET AND E COLTON AVENUE
RIGHT-OF-WAY ACQUISITION
H15058 - TCE-4
APN: 0299-031-30

CONTAINS 2,327 SQUARE FEET, MORE OR LESS.

ATTACHED HERETO IS A PLAT LABELED EXHIBIT "B" AND BY THIS REFERENCE
MADE A PART HEREOF.

THIS LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION.



ANTHONY D. SMITH, PLS 8133
DATE: 4/10/2023



EXHIBIT "B"

PTN. PARCEL 1 OF PARCEL MAP NO. 14838
PARCEL MAP BOOK 184, PAGES 50-53

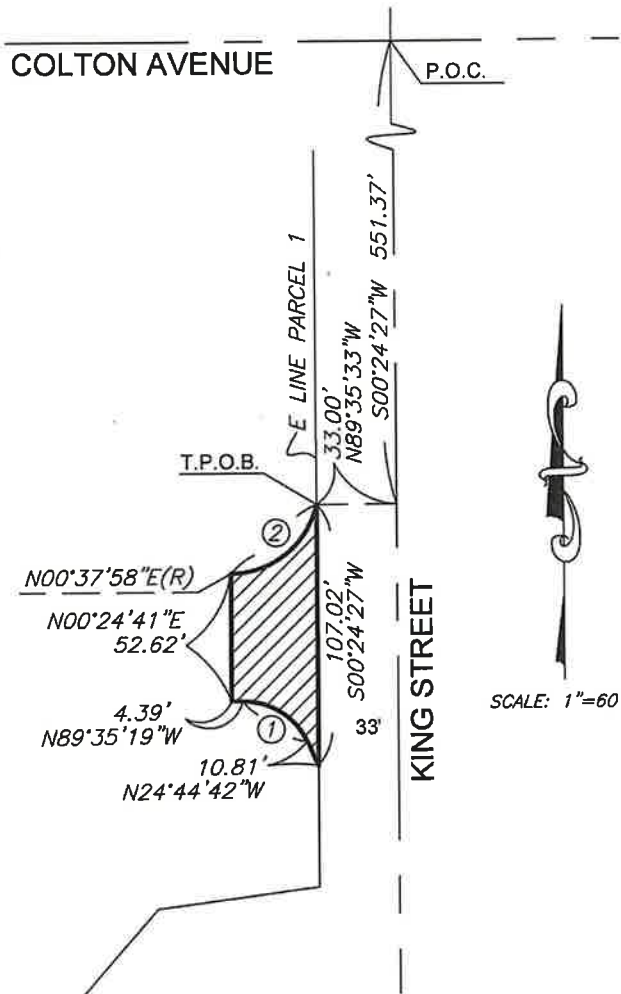
PARCEL 1
PARCEL MAP NO. 14838
PMB 184/50-53

APN: 0299-031-30



① $\Delta=64^{\circ}50'37''$
 $R=29.00'$
 $L=32.82'$
 $T=18.42'$

② $\Delta=77^{\circ}17'29''$
 $R=36.00'$
 $L=48.56'$
 $T=28.79'$



NOTES: THIS MAP HAS BEEN COMPILED FROM RECORD
DATA AND OTHER AVAILABLE MATERIALS AND
DOES NOT REPRESENT A FIELD SURVEY.



- AREA OF TEMPORARY CONSTRUCTION
EASEMENT FOR ADA RAMP
IMPROVEMENT: 2,327 SQ. FT.

W.D. NO.	PARCEL NO.	OWNER
H15058	TCE-4	REDLANDS UNIFIED SCHOOL DISTRICT

SAN BERNARDINO COUNTY
DEPARTMENT OF PUBLIC WORKS - TRANSPORTATION

RIGHT-OF-WAY PLAT
KING STREET
AT
E. COLTON AVENUE - SOUTH MENTONE AREA

EXHIBIT "3"

Legal Description and Plat for TCE 5

(see following pages)

T1S, R2W, SEC 30 S.B.M.
E COLTON AVENUE AND KING STREET
RIGHT-OF-WAY ACQUISITION
H15058 - TCE -5
APN: 0299-031-30

EXHIBIT "A"
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT

BEING A PORTION OF PARCEL 1, PARCEL MAP NO. 14838, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN ON PLAT RECORDED IN PARCEL MAP BOOK 184, PAGES 50 THROUGH 53, INCLUSIVE, RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF COLTON AVENUE AND KING STREET AS SHOWN ON SAID PARCEL MAP NO. 14838;

THENCE NORTH 89°34'39" WEST, ALONG THE CENTERLINE OF SAID COLTON AVENUE, 490.43 FEET;

THENCE SOUTH 00°25'21" WEST 44.00 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL 1, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 44°08'09" WEST 31.99 FEET;

THENCE NORTH 89°30'06" WEST 61.54 FEET;


THENCE NORTH 43°36'52" WEST 32.06 FEET TO THE NORTH LINE OF SAID PARCEL 1;

THENCE SOUTH 89°34'39" EAST, ALONG THE NORTH LINE OF SAID PARCEL 1, A DISTANCE OF 105.94 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINS 1,933 SQUARE FEET, MORE OR LESS.

ATTACHED HERETO IS A PLAT LABELED EXHIBIT "B" AND BY THIS REFERENCE MADE A PART HEREOF.

THIS LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION.

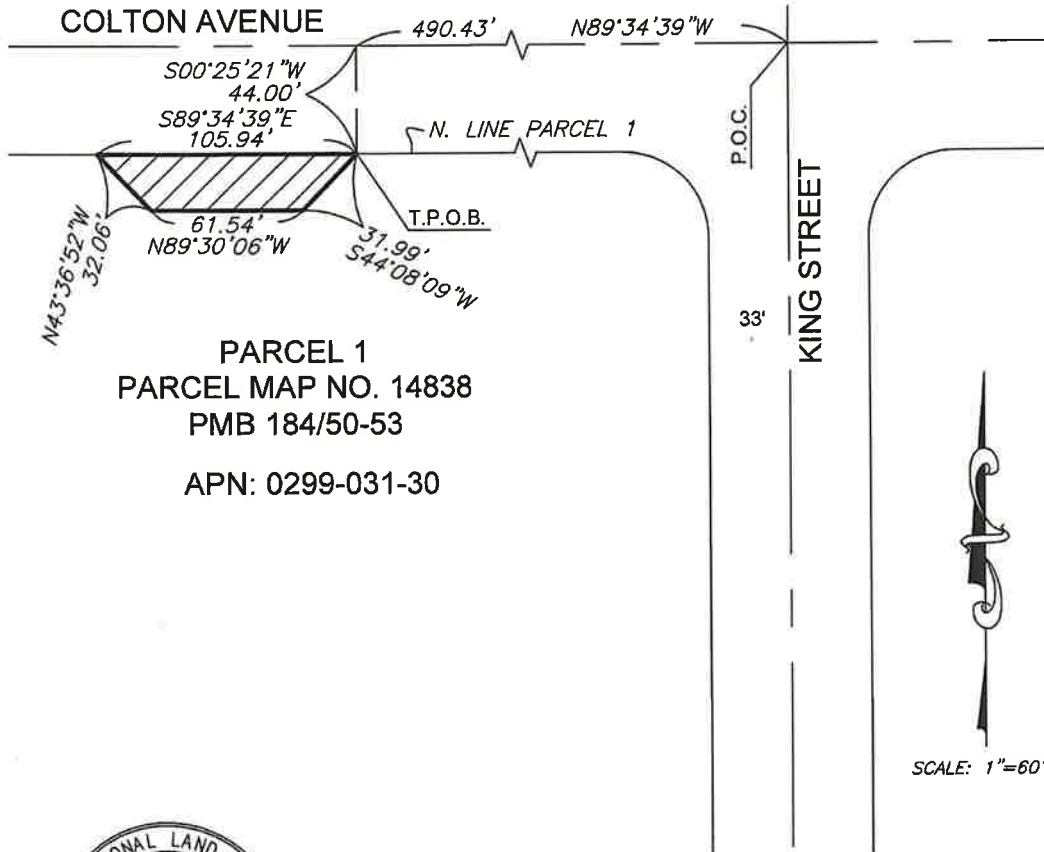


ANTHONY D. SMITH, PLS 8133
DATE: 9/10/2023



EXHIBIT "B"

PTN. PARCEL 1 OF PARCEL MAP NO. 14838
 PARCEL MAP BOOK 184, PAGES 50-53



NOTES: THIS MAP HAS BEEN COMPILED FROM RECORD DATA AND OTHER AVAILABLE MATERIALS AND DOES NOT REPRESENT A FIELD SURVEY.



- AREA OF TEMPORARY CONSTRUCTION EASEMENT FOR ADA RAMP IMPROVEMENT: 1,933 SQ. FT.

W.O. NO.	PARCEL NO.	OWNER
H15058	TCE-5	REDLANDS UNIFIED SCHOOL DISTRICT

SAN BERNARDINO COUNTY
 DEPARTMENT OF PUBLIC WORKS - TRANSPORTATION

RIGHT-OF-WAY PLAT
 COLTON AVENUE
 AT
 KING STREET - SOUTH MENTONE AREA

EXHIBIT "4"

Legal Description and Plat for TCE 6

(see following pages)

T1S, R2W, SEC 30 S.B.M.
E COLTON AVENUE AND KING STREET
RIGHT-OF-WAY ACQUISITION
H15058 - TCE -6
APN: 0299-031-30

EXHIBIT "A"
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT

BEING A PORTION OF PARCEL 1, PARCEL MAP NO. 14838, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN ON PLAT RECORDED IN PARCEL MAP BOOK 184, PAGES 50 THROUGH 53, INCLUSIVE, RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF COLTON AVENUE AND KING STREET AS SHOWN ON SAID PARCEL MAP NO. 14838;

THENCE NORTH 89°34'39" WEST, ALONG THE CENTERLINE OF SAID COLTON AVENUE, 1166.56 FEET;

THENCE SOUTH 00°25'21" WEST 44.00 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL 1, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 44°49'57" WEST 32.34 FEET;

THENCE NORTH 89°30'06" WEST 60.56 FEET;

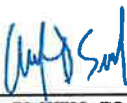
THENCE NORTH 44°23'58" WEST 32.45 FEET TO THE NORTH LINE OF SAID PARCEL 1;

THENCE SOUTH 89°34'39" EAST, ALONG THE NORTH LINE OF SAID PARCEL 1, A DISTANCE OF 106.07 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINS 1,921 SQUARE FEET, MORE OR LESS.

ATTACHED HERETO IS A PLAT LABELED EXHIBIT "B" AND BY THIS REFERENCE MADE A PART HEREOF.

THIS LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION.

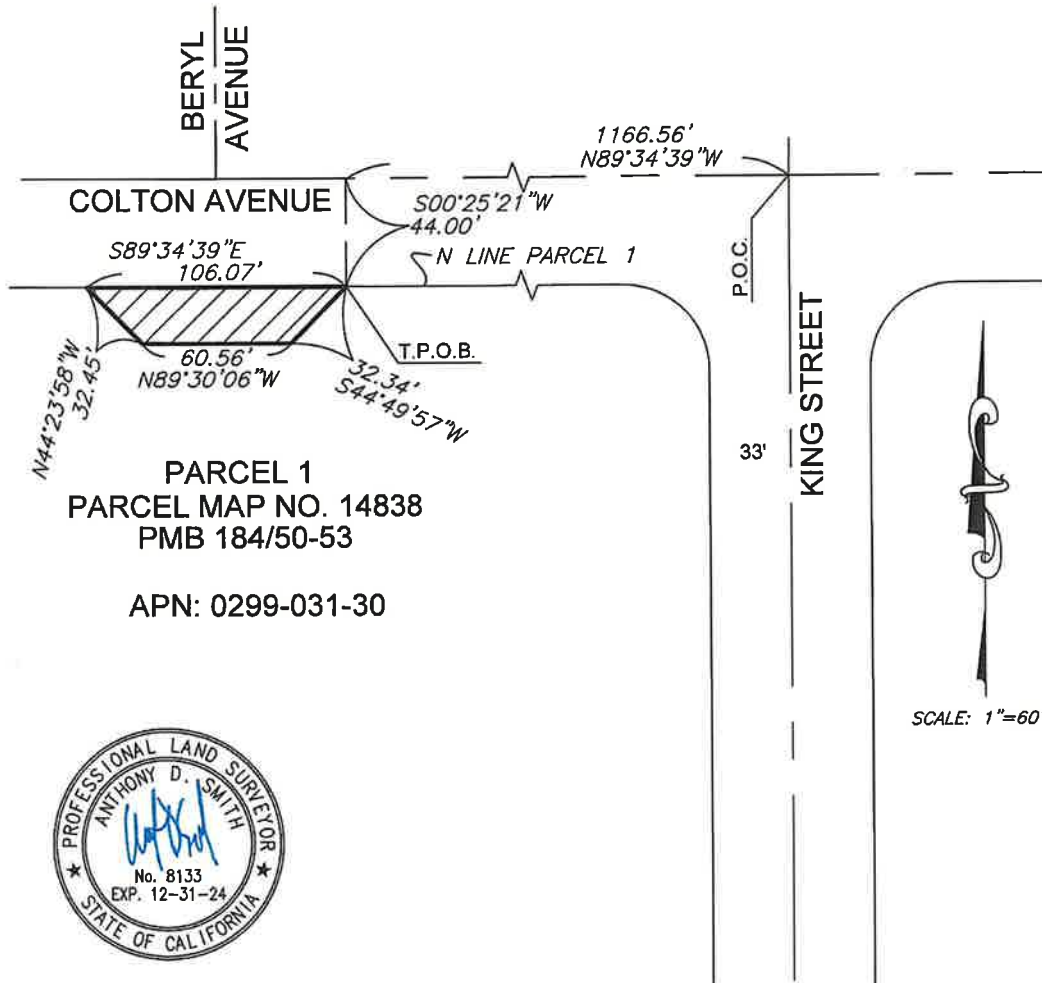


ANTHONY D. SMITH, PLS 8133
DATE: 4/10/2023



EXHIBIT "B"

PTN. PARCEL 1 OF PARCEL MAP NO. 14838
PARCEL MAP BOOK 184, PAGES 50-53



NOTES: THIS MAP HAS BEEN COMPILED FROM RECORD DATA AND OTHER AVAILABLE MATERIALS AND DOES NOT REPRESENT A FIELD SURVEY.



- AREA OF TEMPORARY CONSTRUCTION EASEMENT FOR ADA RAMP IMPROVEMENT: 1,921 SQ. FT.

W.O. NO.	PARCEL NO.	OWNER
H15058	TCE-6	REDLANDS UNIFIED SCHOOL DISTRICT

SAN BERNARDINO COUNTY
DEPARTMENT OF PUBLIC WORKS - TRANSPORTATION

RIGHT-OF-WAY PLAT
E. COLTON AVENUE
AT
(KING ST. OR BERYL AVE.) SOUTH MENTONE AREA

EXHIBIT "5"

Legal Description and Plat for TCE 7

(see following pages)

T1S, R2W, SEC 30 S.B.M.
E COLTON AVENUE AND KING STREET
RIGHT-OF-WAY ACQUISITION
H15058 -- TCE -7
APN: 0299-031-30

EXHIBIT "A"
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT

BEING A PORTION OF PARCEL 1, PARCEL MAP NO. 14838, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN ON PLAT RECORDED IN PARCEL MAP BOOK 184, PAGES 50 THROUGH 53, INCLUSIVE, RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF COLTON AVENUE AND KING STREET AS SHOWN ON SAID PARCEL MAP NO. 14838;

THENCE NORTH 89°34'39" WEST, ALONG THE CENTERLINE OF SAID COLTON AVENUE, 1495.48 FEET;

THENCE SOUTH 00°04'33" EAST 44.00 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL 1, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 37°14'06" WEST 34.58 FEET;

THENCE SOUTH 89°58'47" WEST 54.16 FEET;


THENCE NORTH 39°02'19" WEST 36.40 FEET TO THE NORTH LINE OF SAID PARCEL 1;

THENCE SOUTH 89°34'39" EAST, ALONG THE NORTH LINE OF SAID PARCEL 1, A DISTANCE OF 98.02 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINS 2,123 SQUARE FEET, MORE OR LESS.

ATTACHED HERETO IS A PLAT LABELED EXHIBIT "B" AND BY THIS REFERENCE MADE A PART HEREOF.

THIS LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION.

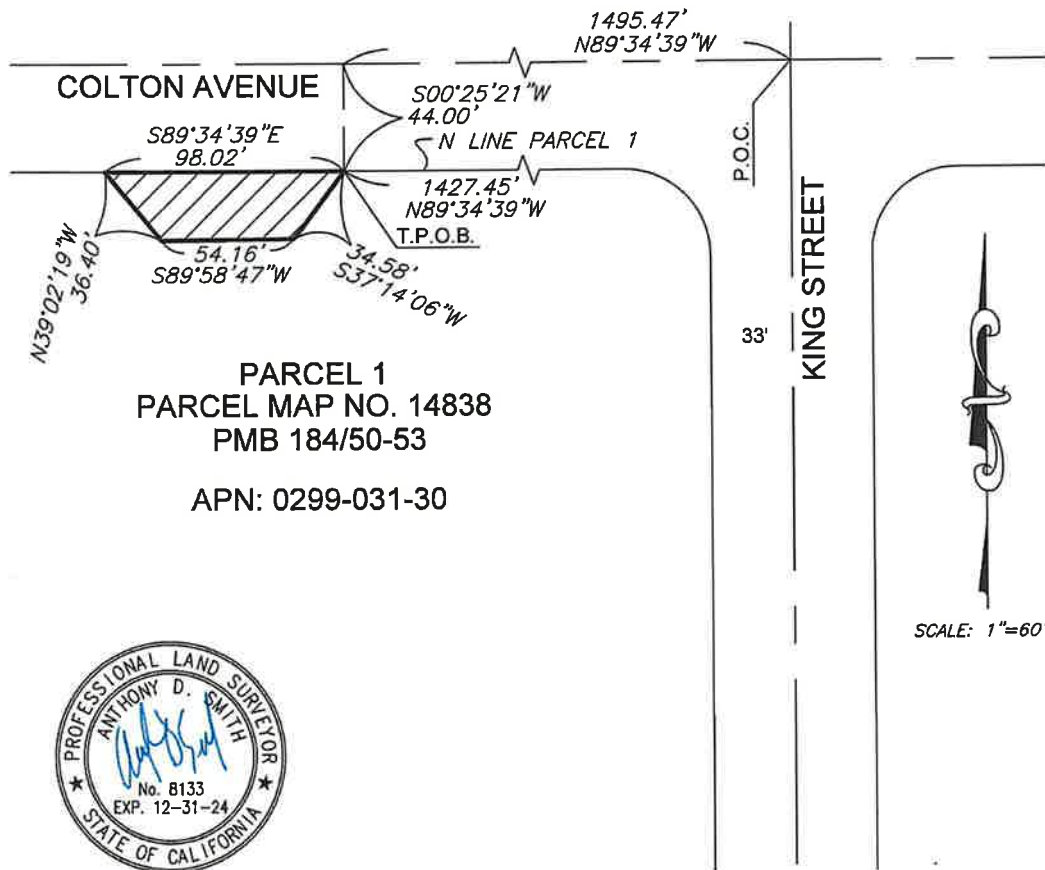


ANTHONY D. SMITH, PLS 8133
DATE: 4/10/2023



EXHIBIT "B"

PTN. PARCEL 1 OF PARCEL MAP NO. 14838
PARCEL MAP BOOK 184, PAGES 50-53



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- AREA OF TEMPORARY CONSTRUCTION EASEMENT FOR ADA RAMP IMPROVEMENT: 2,123 SQ. FT.

W.O. NO.	PARCEL NO.	OWNER
H15058	TCE-7	REDLANDS UNIFIED SCHOOL DISTRICT

SAN BERNARDINO COUNTY
DEPARTMENT OF PUBLIC WORKS - TRANSPORTATION

RIGHT-OF-WAY PLAT
E. COLTON AVENUE
AT

318' W/O (KING ST. OR BERYL AVE.) SOUTH MENTONE

EXHIBIT "6"

FORMS OF TEMPORARY CONSTRUCTION EASEMENT for TCE 3

(see following page)

RECORDING REQUESTED BY:

San Bernardino County
Department of Public Works

**WHEN RECORDED MAIL DOCUMENT
and TAX STATEMENT TO:**

San Bernardino County
Depart. of Public Works, County Surveyor
825 East Third Street, Room 204
San Bernardino, CA 92415-0835

RECORDER:

Record without fee subject to Govt. Code 6103
Recordation required to complete chain of title

UNINCORPORATED AREA

A.P.N. 0299-031-30 (ptn)

TEMPORARY CONSTRUCTION EASEMENT

DOCUMENT TRANSFER TAX \$ 0.00

Dept. Code : 11700 (Transportation)

Redlands Unified School District

hereby GRANT(S) to the SAN BERNARDINO COUNTY, a body corporate and politic of the State of California, a
TEMPORARY CONSTRUCTION EASEMENT for construction purposes over, under and across the following
described real property in said County:

SEE EXHIBIT "A" LEGAL DESCRIPTION AND EXHIBIT "B" PLAT ATTACHED.

This Temporary Construction Easement shall commence on January 1, 2025 and terminate no later than
December 31, 2026.

It is understood that in the event the grantor(s) plan to sell, lease or rent the grantor's property prior to
the final expiration date of this temporary construction easement, the grantor(s) shall inform, in
writing, any and all parties involved in the sale, lease, or rental of this temporary construction
easement and associated construction project.

Redlands Unified School District

Name: _____ Date: _____
Title: _____

Name: _____ Date: _____
Title: _____

_____ Date: _____

_____ Date: _____

This is to certify that the interest in real property conveyed by the
within instrument to San Bernardino County, a body corporate and
politic of the State of California, is hereby accepted by the
undersigned officer/agent on behalf of the Board of Supervisors
pursuant to authority conferred by resolution of the Board of
Supervisors adopted on March 27, 2012 and the Grantee consents to
recordation thereof by its duly authorized officer/agent.

By: _____ Date: _____

Terry W. Thompson, Director
Real Estate Services Department

Township: 1 S Range: 2 W Section: 30

Road Name(s): King St at Colton Ave

Project: S. Mentone Area ADA Ramps

Work Order No.: H15058

Parcel No. (s): TCE - 3

A.P.N. (s): 0299-031-30 (ptn)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

EXHIBIT "7"

FORMS OF TEMPORARY CONSTRUCTION EASEMENT for TCE 4

(see following page)

RECORDING REQUESTED BY:

San Bernardino County
Department of Public Works

**WHEN RECORDED MAIL DOCUMENT
and TAX STATEMENT TO:**

San Bernardino County
Depart. of Public Works, County Surveyor
825 East Third Street, Room 204
San Bernardino, CA 92415-0835

RECORDER:

Record without fee subject to Govt. Code 6103
Recordation required to complete chain of title

UNINCORPORATED AREA	TEMPORARY CONSTRUCTION EASEMENT	DOCUMENT TRANSFER TAX \$ 0.00
A.P.N. 0299-031-30 (ptn)		Dept. Code : 11700 (Transportation)

Redlands Unified School District

hereby GRANT(S) to the SAN BERNARDINO COUNTY, a body corporate and politic of the State of California, a TEMPORARY CONSTRUCTION EASEMENT for construction purposes over, under and across the following described real property in said County:

SEE EXHIBIT "A" LEGAL DESCRIPTION AND EXHIBIT "B" PLAT ATTACHED.

This Temporary Construction Easement shall commence on January 1, 2025 and terminate no later than December 31, 2026.

It is understood that in the event the grantor(s) plan to sell, lease or rent the grantor's property prior to the final expiration date of this temporary construction easement, the grantor(s) shall inform, in writing, any and all parties involved in the sale, lease, or rental of this temporary construction easement and associated construction project.

Redlands Unified School District

_____ Name:	_____ Date	_____ Name:	_____ Date
_____ Title:		_____ Title:	
_____ Date		_____ Date	

This is to certify that the interest in real property conveyed by the within instrument to San Bernardino County, a body corporate and politic of the State of California, is hereby accepted by the undersigned officer/agent on behalf of the Board of Supervisors pursuant to authority conferred by resolution of the Board of Supervisors adopted on March 27, 2012 and the Grantee consents to recordation thereof by its duly authorized officer/agent.

By: _____ Date: _____
Terry W. Thompson, Director
Real Estate Services Department

Township: 1 S Range: 2 W Section: 30

Road Name(s): King St
Project: S. Mentone Area ADA Ramps
Work Order No.: H15058
Parcel No. (s): TCE - 4
A.P.N. (s): 0299-031-30 (ptn)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

EXHIBIT "8"

FORMS OF TEMPORARY CONSTRUCTION EASEMENT for TCE 5

(see following page)

RECORDING REQUESTED BY:

San Bernardino County
Department of Public Works

**WHEN RECORDED MAIL DOCUMENT
and TAX STATEMENT TO:**

San Bernardino County
Depart. of Public Works, County Surveyor
825 East Third Street, Room 204
San Bernardino, CA 92415-0835

RECORDER:

Record without fee subject to Govt. Code 6103
Recordation required to complete chain of title

UNINCORPORATED AREA

A.P.N. 0299-031-30 (ptn)

**TEMPORARY
CONSTRUCTION EASEMENT**

DOCUMENT TRANSFER TAX \$ 0.00

Dept. Code : 11700 (Transportation)

Redlands Unified School District

hereby GRANT(S) to the SAN BERNARDINO COUNTY, a body corporate and politic of the State of California, a
TEMPORARY CONSTRUCTION EASEMENT for construction purposes over, under and across the following
described real property in said County:

SEE EXHIBIT "A" LEGAL DESCRIPTION AND EXHIBIT "B" PLAT ATTACHED.

This Temporary Construction Easement shall commence on January 1, 2025 and terminate no later than
December 31, 2026.

It is understood that in the event the grantor(s) plan to sell, lease or rent the grantor's property prior to
the final expiration date of this temporary construction easement, the grantor(s) shall inform, in
writing, any and all parties involved in the sale, lease, or rental of this temporary construction
easement and associated construction project.

Redlands Unified School District

Name: _____ Date: _____
Title: _____

Date: _____

Name: _____ Date: _____
Title: _____

Date: _____

This is to certify that the interest in real property conveyed by the
within instrument to San Bernardino County, a body corporate and
politic of the State of California, is hereby accepted by the
undersigned officer/agent on behalf of the Board of Supervisors
pursuant to authority conferred by resolution of the Board of
Supervisors adopted on March 27, 2012 and the Grantee consents to
recordation thereof by its duly authorized officer/agent.

By: _____ Date: _____

Terry W. Thompson, Director
Real Estate Services Department

Township: 1 S Range: 2 W Section: 30

Road Name(s): Colton Ave. at King St

Project: S. Mentone Area ADA Ramps

Work Order No. : H15058

Parcel No. (s) : TCE - 5

A.P.N. (s) : 0299-031-30 (ptn)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

EXHIBIT "9"

FORMS OF TEMPORARY CONSTRUCTION EASEMENT for TCE 6

(see following page)

RECORDING REQUESTED BY:

San Bernardino County
Department of Public Works

**WHEN RECORDED MAIL DOCUMENT
and TAX STATEMENT TO:**

San Bernardino County
Depart. of Public Works, County Surveyor
825 East Third Street, Room 204
San Bernardino, CA 92415-0835

RECORDER:

Record without fee subject to Govt. Code 6103
Recordation required to complete chain of title

UNINCORPORATED AREA	TEMPORARY CONSTRUCTION EASEMENT	DOCUMENT TRANSFER TAX \$ 0.00
A.P.N. 0299-031-30 (ptn)		Dept. Code : 11700 (Transportation)

Redlands Unified School District

hereby GRANT(S) to the SAN BERNARDINO COUNTY, a body corporate and politic of the State of California, a TEMPORARY CONSTRUCTION EASEMENT for construction purposes over, under and across the following described real property in said County:

SEE EXHIBIT "A" LEGAL DESCRIPTION AND EXHIBIT "B" PLAT ATTACHED.

This Temporary Construction Easement shall commence on January 1, 2025 and terminate no later than December 31, 2026.

It is understood that in the event the grantor(s) plan to sell, lease or rent the grantor's property prior to the final expiration date of this temporary construction easement, the grantor(s) shall inform, in writing, any and all parties involved in the sale, lease, or rental of this temporary construction easement and associated construction project.

Redlands Unified School District

_____ Name:	_____ Date	_____ Name:	_____ Date
_____ Title:		_____ Title:	
_____ Date		_____ Date	

This is to certify that the interest in real property conveyed by the within instrument to San Bernardino County, a body corporate and politic of the State of California, is hereby accepted by the undersigned officer/agent on behalf of the Board of Supervisors pursuant to authority conferred by resolution of the Board of Supervisors adopted on March 27, 2012 and the Grantee consents to recordation thereof by its duly authorized officer/agent.

By: _____ Date: _____

Terry W. Thompson, Director
Real Estate Services Department

Township: 1 S Range: 2 W Section: 30

Road Name(s): Colton Ave

Project: S. Mentone Area ADA Ramps

Work Order No.: H15058

Parcel No. (s): TCE - 6

A.P.N. (s): 0299-031-30 (ptn)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

EXHIBIT "10"

FORMS OF TEMPORARY CONSTRUCTION EASEMENT for TCE 7

(see following page)

RECORDING REQUESTED BY:

San Bernardino County
Department of Public Works

**WHEN RECORDED MAIL DOCUMENT
and TAX STATEMENT TO:**

San Bernardino County
Depart. of Public Works, County Surveyor
825 East Third Street, Room 204
San Bernardino, CA 92415-0835

RECORDER:

Record without fee subject to Govt. Code 6103
Recordation required to complete chain of title

UNINCORPORATED AREA

A.P.N. 0299-031-30 (ptn)

**TEMPORARY
CONSTRUCTION EASEMENT**

DOCUMENT TRANSFER TAX \$ 0.00

Dept. Code : 11700 (Transportation)

Redlands Unified School District

hereby GRANT(S) to the SAN BERNARDINO COUNTY, a body corporate and politic of the State of California, a
TEMPORARY CONSTRUCTION EASEMENT for construction purposes over, under and across the following
described real property in said County:

SEE EXHIBIT "A" LEGAL DESCRIPTION AND EXHIBIT "B" PLAT ATTACHED.

This Temporary Construction Easement shall commence on January 1, 2025 and terminate no later than
December 31, 2026.

It is understood that in the event the grantor(s) plan to sell, lease or rent the grantor's property prior to
the final expiration date of this temporary construction easement, the grantor(s) shall inform, in
writing, any and all parties involved in the sale, lease, or rental of this temporary construction
easement and associated construction project.

Redlands Unified School District

Name: _____

Date: _____

Title: _____

Name: _____

Date: _____

Title: _____

Date: _____

Date: _____

This is to certify that the interest in real property conveyed by the
within instrument to San Bernardino County, a body corporate and
politic of the State of California, is hereby accepted by the
undersigned officer/agent on behalf of the Board of Supervisors
pursuant to authority conferred by resolution of the Board of
Supervisors adopted on March 27, 2012 and the Grantee consents to
recordation thereof by its duly authorized officer/agent.

By: _____ Date: _____

Terry W. Thompson, Director
Real Estate Services Department

Township: 1 S Range: 2 W Section: 30Road Name(s): Colton AveProject: S. Mentone Area ADA RampsWork Order No.: H15058Parcel No. (s): TCE - 7A.P.N. (s): 0299-031-30 (ptn)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

EXHIBIT "11"

CAMPAIGN CONTRIBUTION DISCLOSURE

SENATE BILL 1439

DEFINITIONS

Actively supporting the matter: (a) Communicate directly, either in person or in writing, with a member of the Grantee's Board of Supervisors or other County-elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] with the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the Grantee in a proceeding on the matter; or (c) communicates with Grantee employees, for the purpose of influencing the Grantee's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Grantee's Board or Grantee employees for purposes of influencing the Grantee's decision in a matter.

Agent: A third-party individual or firm who is representing a party or a participant in the matter submitted to the Grantee's Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

GRANTOR must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Grantor: Redlands Unified School District

2. Is the entity listed in Question No. 1 a non-profit organization under Internal Revenue Code section 501(c)(3)?

Yes ☐ If yes, skip Question Nos. 3 - 4 and go to Question No. 5.

No ☐

3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision:

4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship

6. Name of agent(s) of Grantor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district:

Company Name	Subcontractor(s):	Principal and/or Agent(s):

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No ☐ If **no**, please skip Question No. 10.

Yes ☐ If **yes**, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing below, Grantor certifies that the statements made herein are true and correct. Grantor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while this matter is pending and for 12 months after a final decision is made by the County.

Signature

Date

Print Name

Print Entity Name, if applicable

STATEMENT OF JUST COMPENSATION

OWNER: Redlands Unified School District

APN: 0299-031-30 (portion)

ZONING: IN (Institutional) with a General Plan Land Use designation of PF (Public Facility).

HIGHEST AND BEST USE: (As if vacant) Rural to low-density residential development. / (As improved)
Not applicable in the valuation as vacant land.

DATE OF VALUATION: November 21, 2023

In compliance with Chapter 16, Section 7260 (et seq) of Division 7, Title 1 of Government Code and based on a recent appraisal that provided the estimate of fair market value of your interests in this property, it has been determined that just compensation, which is not less than the appraiser's opinion of fair market value, for said interests is as follows:

Temporary Construction Easements:	\$4,415
Site Improvements:	<u>\$2,708</u>
Subtotal:	\$7,123

AMOUNT ESTABLISHED AS JUST COMPENSATION **\$7,123**

Type of property being acquired:

Land ☒ Improvements ☐ Fixtures ☐

Interest being acquired by:

Fee ☐ Easement ☐ Temporary Construction Easement ☒

The value is based on an inspection of your property by a qualified appraiser, and an analysis of all pertinent factors, including the information provided in an appraisal that has been received and approved in conformance with Chapter 16, Section 7260 (et seq), Division 7, Title 1 of Government Code.

Any increase or decrease in the fair market value before the date of valuation caused by the public improvement for which the property interest is to be acquired or by the likelihood that the property interest would be acquired for such improvement or project, other than that due to physical deterioration within the reasonable control of the owner, has been disregarded in making the determination of just compensation.

NOTE: Your signature below does not indicate acceptance of this offer, but only the receipt of this Statement of Just Compensation.

OWNER: Redlands Unified School District

By: _____

Date