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- San Bernardino County Transportation Commission
 - San Bernardino County Transportation Authority
 - San Bernardino County Congestion Management Agency
 - Service Authority for Freeway Emergencies
-

REVISED AGENDA ITEM 16 AND REVISED BACKUP MATERIAL

Board of Directors Meeting

February 1, 2012

11:00 am

Location:

San Bernardino Associated Government
Santa Fe Depot – SANBAG Lobby 1st Floor
1170 W. 3rd Street
San Bernardino, CA

Consent Calendar

1. Hunts Lane Grade Separation Project Easement and Joint Use Agreement

1. Approve transfer of aerial easements acquired for the Hunts Lane Grade Separation Project on parcels APN 0164-311-04, 0164-311-06, 0164-311-46 and 0164-321-27 in the Cities of Colton and San Bernardino by quit claim, assignment or equivalent instrument to Southern California Edison (SCE).
2. Approve Agreement C12188 with the City of Colton and SCE for joint use of easement acquired for the Hunts Lane Grade Separation Project with such revisions as may be approved by the Board President in consultation with legal counsel.
3. Approve SCE Letter of Indemnification for Utility Relocation Work to be performed on the Hunts Lane Grade Separation Project with such revisions as may be approved by the Board President in consultation with legal counsel.
4. Approve supplemental appraisal dated January 12, 2012 for APN 0164-311-06 and 0164-311-46 and authorize acquisition of access easement on said parcels at a not to exceed cost of \$30,000. **Garry Cohoe**

Recommendations 1, 2 and 3 have been revised to include language that allows for minor revisions to the documents prior to them being executed. SCE does not allow shut down of transmission lines during the hot summer months; therefore, relocation of the SCE facilities needs to be completed by the end of May 2012. For this to occur, the subject documents need to be executed as soon as possible.



- San Bernardino County Transportation Commission
- San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency
- Service Authority for Freeway Emergencies

Minute Action

REVISED AGENDA ITEM: 16

Date: February 1, 2012

Subject: Hunts Lane Grade Separation Project Easement and Joint Use Agreement

- Recommendation:** *
1. Approve transfer of aerial easements acquired for the Hunts Lane Grade Separation Project on parcels APN 0164-311-04, 0164-311-06, 0164-311-46 and 0164-321-27 in the Cities of Colton and San Bernardino by quit claim, assignment or equivalent instrument to Southern California Edison (SCE).
 2. Approve Agreement C12188 with the City of Colton and SCE for joint use of easement acquired for the Hunts Lane Grade Separation Project with such revisions as may be approved by the Board President in consultation with legal counsel.
 3. Approve SCE Letter of Indemnification for Utility Relocation Work to be performed on the Hunts Lane Grade Separation Project with such revisions as may be approved by the Board President in consultation with legal counsel.
 4. Approve supplemental appraisal dated January 12, 2012 for APN 0164-311-06 and 0164-311-46 and authorize acquisition of access easement on said parcels at a not to exceed cost of \$30,000.

Background: SANBAG has been working with the Cities of Colton and San Bernardino as well as the utility companies on the Hunts Lane Grade Separation Project for a number of years. SANBAG has been working with SCE specifically over the last 3 years

*

Approved
Board of Directors

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	
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Check all that apply.

BRD1202f-das

Attachments: C12188 BRD1202f1-das and BRD1202f2-das

related to providing easements to accommodate their relocated transmission and distribution facilities. Over the last several months, several new requirements have surfaced which have required some additional right of way actions as defined in recommendations 1 and 2. These two recommendations were taken to January Major Projects Committee where they received unanimous approval. Since the Board agenda was circulated last week, SCE identified some additional changes that do not change the intent of these two documents. SCE attorney and SANBAG Counsel are finalizing the documents. Upon the documents being finalized, it is recommended that the Board President be authorized to execute them.

Subsequent to the Committee meeting, approval of two additional recommendations have been added to this agenda item. SCE is requiring that action be taken on these two recommendations so relocation of their facilities can commence as soon as possible.

The relocation of SCE facilities needs to commence as soon as possible so the relocation is complete by May 31, 2012. SCE does not allow the shutdown of their transmission lines during the hot summer months, therefore construction of the SCE facilities needs to be completed by the end of May. Since this work will take 3-4 months to complete, it is imperative that SCE start field construction work immediately. SCE is working with SANBAG to proceed on their relocation work with the understanding that SANBAG will expedite the approval of the required documents.

To complete the transaction with SCE, two additional documents will be brought forward to the March Board meeting for consideration. These documents are currently being prepared.

Recommendation 1: SANBAG has been the lead and implementing agency for the Hunts Lane Grade Separation Project in the Cities of Colton and San Bernardino. As part of this project, SANBAG, acting as the San Bernardino County Transportation Commission, has acquired a variety of necessary easements in order to construct the project. The majority of these easements have been acquired in order to relocate existing utilities, which are within the existing right of way, and need to be moved as a result of raising Hunts Lane to grade separate the road over the Union Pacific Railroad (UPRR) tracks.

In particular, SANBAG acquired four aerial easements from property owners to secure air space adjacent to relocated overhead power lines owned by SCE. This air space is reserved as the power lines sag between utility poles and can sway with the wind. The reservation of this air space insures that there are no potential obstructions to the potential swaying of these power lines, which could create a hazardous condition. Since these aerial easements are solely to facilitate the SCE

power lines and are of no benefit to either City, it has been determined that conveying these easements directly to SCE would benefit both the Cities and SCE. Conveying the easements now allows SCE to go ahead and relocate their facilities before the start of construction and advance the overall project schedule. A copy of a proposed quit claim document is attached to this agenda item as Attachment A. Staff recommends the quit claim, assignment or transfer by equivalent instrument of these aerial easements directly to SCE at this time.

Recommendation 2: In addition to the acquired aerial easements, SANBAG acquired utility easements on each side of Hunts Lane. These easements were acquired to accommodate utilities that needed to be relocated as a result of the Hunts Lane Grade Separation Project. One of the utilities to be relocated was SCE lines on the east side of Hunts Lane. The existing underground SCE lines are located within an easement acquired by SCE, which establishes prior rights for these facilities. SANBAG is required to provide a similar easement to SCE that replaces their existing easement. The utility easements acquired by SANBAG on the west side of Hunts Lane that will accommodate the relocated SCE lines will be assigned to the City of Colton and SCE as part of this agreement to provide SCE the same prior rights which they have in their existing location, this joint use agreement needs to be executed between SANBAG, the City of Colton and SCE such that SCE will have prior rights in the new utility easement. Staff and legal counsel are finalizing specific language for the joint use agreement with SCE staff and legal counsel. Accordingly, staff recommends approval of Agreement C12188 with such revisions as may be approved by the Board President in consultation with SANBAG legal counsel.

Recommendation 3: This is a letter of indemnification relative to SCE for work done by SANBAG and any of its contractors. The engineering design and right of way acquisition phase of work for the Hunts Lane Grade Separation Project is completed and is prepared for construction. SCE considers SANBAG, the lead agency, to be the 'Developer'. Over the past year, the engineering team has coordinated closely with SCE design staff to finalize the relocation plans for the project. The relocation encompasses several utility relocations including SCE transmission, distribution and telecommunication facilities. At this time, SCE final designs and related utility agreements have been processed in preparation of work to begin.

In preparation for these relocations to be performed by SCE crews, SCE requires a Letter of Indemnification to be executed. This is a standard letter that any customer/developer would be asked to sign. The items discussed within the letter deal with not holding SCE responsible for any damage to their facilities prior to completion of the work they are doing. Since there work will be done in phases and other contractors will be in the area, SCE requests indemnification such that if SANBAG or any of its contractors damage the SCE facilities, SCE is not

responsible. This letter will be substantially in the form as shown on Attachment "B" of this agenda item.

Contractually, SANBAG will shift this risk and cost burden related to errors and omissions and construction damage. As a result, if SCE required SANBAG to pay for added expenses directly resulting from construction staking errors or damages to its facilities, SANBAG would seek to recover the costs associated with this error from the engineering consultants that made the error or the contractor which caused the damage.

Costs for the SCE utility relocation work are being paid as outlined in previously executed agreements. There are no additional costs associated with this item and staff recommends approval of this recommendation.

Recommendation 4: SANBAG staff has been working with SCE in planning and scheduling required relocation work. SCE has raised concern regarding access to a utility corridor along the west side of Hunts Lane. In order for their equipment to adequately service their facilities in this corridor, expansion of an existing easement is required. Upon looking at several options, it was determined that expansion of an existing SCE easement on the subject parcels would best facilitate that required access. This expansion area was appraised by the County Real Estate Services and submitted to SANBAG for review and approval. Staff recommends approval of the appraisal, a copy of which is available at the SANBAG 2nd floor reception desk. Associated with approval of this appraisal is the authorization to proceed with acquisition of this easement expansion. Based on the appraisal, a not to exceed cost limit of \$30,000 to acquire this easement is proposed. The language of the final easement will be approved by SANBAG legal counsel, prior to execution; however, it will be in the same form as those previously executed on the project. Staff recommends approval of this recommendation.

Financial Impact: This item is consistent with the adopted Fiscal Year 2011/2012 budget, Task No. 87012000. There is no cost impact to SANBAG as a result of these agreements.

Reviewed By: Recommendations 1 and 2 were reviewed and unanimously recommended for approval by the Major Projects Committee on January 12, 2012. SANBAG Legal Counsel and Contracts Manager have reviewed and approved the agreement as to form. Recommendations 3 and 4 have not had any prior committee review but have been reviewed by Legal Counsel and Counsel.

Responsible Staff: Garry Cohoe, Director of Project Delivery



CONTRACT SUMMARY SHEET

Contract No. C 12188 Amendment No. _____

By and Between

City of Colton, Southern California Edison and San Bernardino County Transportation Commission

Contract Description Joint Use Easement for SCE facilities in the Hunts Lane Grade Separation Project

Board of Director's Meeting Date: 2/1/12

Overview of BOD Action: Approve rights and responsibilities between SANBAG and City of Colton, and Southern California Edison. There is no cost to SANBAG with this agreement.

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW

Original Contract Amount	\$	0	Original Contingency Amount	\$	0
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$		Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	
Current Amendment Amount	\$		Contingency Amendment	\$	
TOTAL CONTRACT VALUE	\$	0	TOTAL CONTINGENCY VALUE	\$	0
TOTAL BUDGET AUTHORITY (contract value + contingency)					\$ 0

Contract Start Date 2/1/12	Current Contract Expiration Date 2/1/15	Revised Contract Expiration Date
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Has the contract term been amended? No Yes - please explain.

FINANCIAL INFORMATION

Budget authority for this contract currently exists in Task No. 870.

A Budget Amendment is required.

How are we funding current FY?

Federal Funds
 State Funds
 Local Funds
 TDA Funds
 Measure I Funds

Provide Brief Overview of the Overall Funding for the duration of the Contract:

This contract covers the federal funds reimbursement from Caltrans

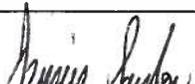
Payable Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

Retention? If yes, indicate % _____.

Disadvantaged Business Enterprise (DBE) Goal _____ % Underutilized DBE (UDBE) Goal _____ %

 _____ Task Manager Signature	1/4/12 _____ Date	 _____ Project Manager Signature	12/30/11 _____ Date
 _____ Chief Financial Officer Signature	1/4/12 _____ Date	 _____ Contracts Manager Signature	1/18/12 _____ Date

mm
1/4/2012

RECORDING REQUESTED BY
**SOUTHERN CALIFORNIA EDISON
COMPANY**

WHEN RECORDED MAIL TO:

SOUTHERN CALIFORNIA EDISON COMPANY
2131 Walnut Grove Avenue
G.O. 3 2nd Floor - TRES Department
Rosemead, CA 91770

ATTN: TITLE & REAL ESTATE SERVICES

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

RP File No. _____
Serial No. _____
Affects SCE DOC.
Job Order:

JOINT USE AGREEMENT

THIS AGREEMENT, (this "Agreement") is made and entered into this _____ day of _____, 2012, by and between SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation, hereinafter called "Company", the CITY OF COLTON, a municipal corporation of the State of California, hereinafter called "City", and the SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION, a public body, corporate and politic, hereafter called "Commission." The Company, City and Commission are sometimes referred to herein, individually, as a "Party" and collectively, as the "Parties";

W I T N E S S E T H

WHEREAS, Company is the owner in possession of certain right of way and easement(s) for electrical facilities by virtue of the following easement rights as set forth in the following recorded Deeds:

Deed recorded October 23, 1984, as Instrument No. 84-254217 ORS; Deed recorded December 20, 1984, as Instrument No. 84-304045 ORS and Deed recorded April 30, 1986, as Instrument No. 86-112843 ORS, hereafter referred to as "Company's Easement"; and

WHEREAS, Commission has acquired easement rights for street and highway purposes for the construction of an overhead grade separated overpass structure replacing the existing at-grade crossing at the intersection of Hunts Lane and the Union Pacific Railroad Company railroad tracks in said City, County of San Bernardino, State of California, hereinafter referred to as "highway right of way", as shown on the print attached hereto, marked "Exhibit A" and hereby made a part hereof which said highway right of way is subject to Company's easement; and

WHEREAS, Company's facilities as now installed and located on said highway right of way

JOINT USE AGREEMENT
S.C.E. Co., a corp., to
The City of Colton and Commission
Serial A
RP File:

will interfere with or obstruct the construction, reconstruction, maintenance or use of said street or highway, and City desires to eliminate such interference or obstruction;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Parties hereto do hereby agree as follows:

The location of Company's easement insofar as it now lies within the said highway right of way, be, and it hereby is, changed to the strip of land within said highway right of way, hereinafter referred to as "new location", and shown and designated as "area in Joint Use Agreement" on said print marked "Exhibit "B".

Company agrees to rearrange, relocate and reconstruct within said new location, any of its facilities heretofore or now installed pursuant to Company's easement within said highway right of way. Company hereby consents to the construction, reconstruction, maintenance or use by Commission, City and the City of San Bernardino of a street or highway over, along and upon Company's easement, both in the old location and in the new location within said highway right of way, upon and subject to the terms and conditions herein contained.

Commission and City acknowledge Company's title to Company's easement in said new location, and the priority of Company's title over the title of Commission or City in said new location. Company has and reserved the right and easement of use, in common with the public's use of said street or highway, and new location for all of the purposes for which Company's easement was acquired, without need for any further permit or permission from Commission or City. Except in emergencies, Company shall give reasonable notice to City before performing any work on Company's facilities in said new location where such work will obstruct traffic. In all cases, Company shall exercise due care for the protection of the traveling public.

In the event that the future use of said highway right of way shall at any time or times necessitate a rearrangement, relocation, reconstruction or removal of any of Company's facilities then existing in said new location, and City shall notify Company in writing of such necessity and agree to reimburse Company on demand for its costs incurred in complying with such notice, Company will provide City with plans for its proposed rearrangement and an estimate of the cost thereof, and upon approval of such plans by City, Company will promptly proceed to effect such arrangement, relocation, reconstruction or removal. Company shall exercise due care for the protection of the traveling public. No further permit or permission from City for such rearrangement, relocation or reconstruction shall be required and City will (1) enter into a Joint Use Agreement on the same terms and conditions as are herein set forth covering any such subsequent relocation of Company's facilities within said highway right of way, (2) provide executed document(s) granting to Company a good and sufficient easement or easements over private property if necessary to replace Company's easement or any part thereof, and (3) reimburse Company for any costs which it may be required to expend to acquire such easement or easements, provided it is mutually agreed in writing that Company shall acquire such easement or easements.

Commission agrees to indemnify, defend and reimburse Company for any loss or claim Company may suffer because of any lack of or defect in City's title to said new location. City agrees

JOINT USE AGREEMENT
S.C.E. Co., a corp., to
The City of Colton and Commission
Serial A
RP File:

to indemnify, defend and reimburse Company for any loss or claim Company may suffer because of any lack of or defect in City's title to any subsequent location within said highway right of way, or in the title to any easement provided by City of private property, to which Company relocates its facilities pursuant to the provisions hereof, and City agrees that if Company is ever required to relocate its facilities because of any such lack of or defect in title, City shall reimburse Company for the cost of relocating its facilities or any other reasonable costs arising therefrom, such as, but not limited to, costs to acquire any right of way required for such relocation. City shall not reimburse Company for any loss caused by Company's own fault or negligence.

Except as expressly set forth herein, this agreement shall not in any way later, modify or terminate any provision of Company's easement. Commission, City and Company shall use said new location in such a manner as not to interfere unduly with the rights of the other. Nothing herein contained shall be construed as a release or waiver of any claim for compensation or damages which Company or City or Commission may now have or may hereafter acquire resulting from the construction of additional facilities or the alteration of existing facilities by Commission or City or Company in such a manner as to cause an unreasonable interference with the use of said new location by the other party. City agrees that Company's facilities shall not be damaged by reason of the construction, reconstruction or maintenance of said street or highway, by the City or its contractors, and that, if necessary, City will protect Company's facilities against any such damage, at City's expense.

Company shall have the right to remove, trim or top any vegetation, brush, tree or trees which may grow in said new location in said highway right of way, and which in the opinion of Company may endanger or interfere with the proper operation or maintenance of Company's facilities, to the extent necessary to prevent any such interference or danger.

This agreement shall inure to the benefit of and be binding upon the Company, Commission and the City and their respective successors and assigns; provided, however, that upon acceptance in writing by City of the Project and all Project acquired rights-of-way located within City's jurisdictional boundaries, the Commission's obligations under this Agreement shall terminate.

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JOINT USE AGREEMENT
S.C.E. Co., a corp., to
The City of Colton and Commission
Serial A
RP File:

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their respective officers thereunto duly authorized, as of the date and year herein first above written.

COMPANY'S SIGNATURE PAGE

SOUTHERN CALIFORNIA EDISON COMPANY,
a California corporation.

By:

Right of Way Agent
Real Estate Operations Division
Corporate Real Estate Department

JOINT USE AGREEMENT
S.C.E. Co., a corp., to
The City of Colton and Commission
Serial A
RP File:

CITY'S SIGNATURE PAGE

CITY OF COLTON

By: _____
SARAH S. ZAMORA, Mayor
City of Colton

Attest:

By: _____
EILEEN GOMEZ, City Clerk
City of Colton

Approved as to Form:

By: _____
DEAN DERLETH, City Attorney
City of Colton

JOINT USE AGREEMENT
S.C.E. Co., a corp., to
The City of Colton and Commission
Serial A
RP File:

SANBAG'S SIGNATURE PAGE

SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION

By: _____
LARRY McCALLON, President
Commission Board of Directors

Attest:

By: _____
VICKI WATSON
Clerk of the Board

Approved as to Form:

By: _____
PENNY ALEXANDER-KELLEY
Commission Counsel

Concurrence:

By: _____
KATHLEEN MURPHY-PEREZ
Contracts Manager

JOINT USE AGREEMENT
S.C.E. Co., a corp., to
The City of Colton and Commission
Serial A
RP File:

State of California)
) ss
County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)
_____, Notary Public

State of California)
) ss
County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)
_____, Notary Public

EXHIBIT "A"

SHEET 1 OF 2

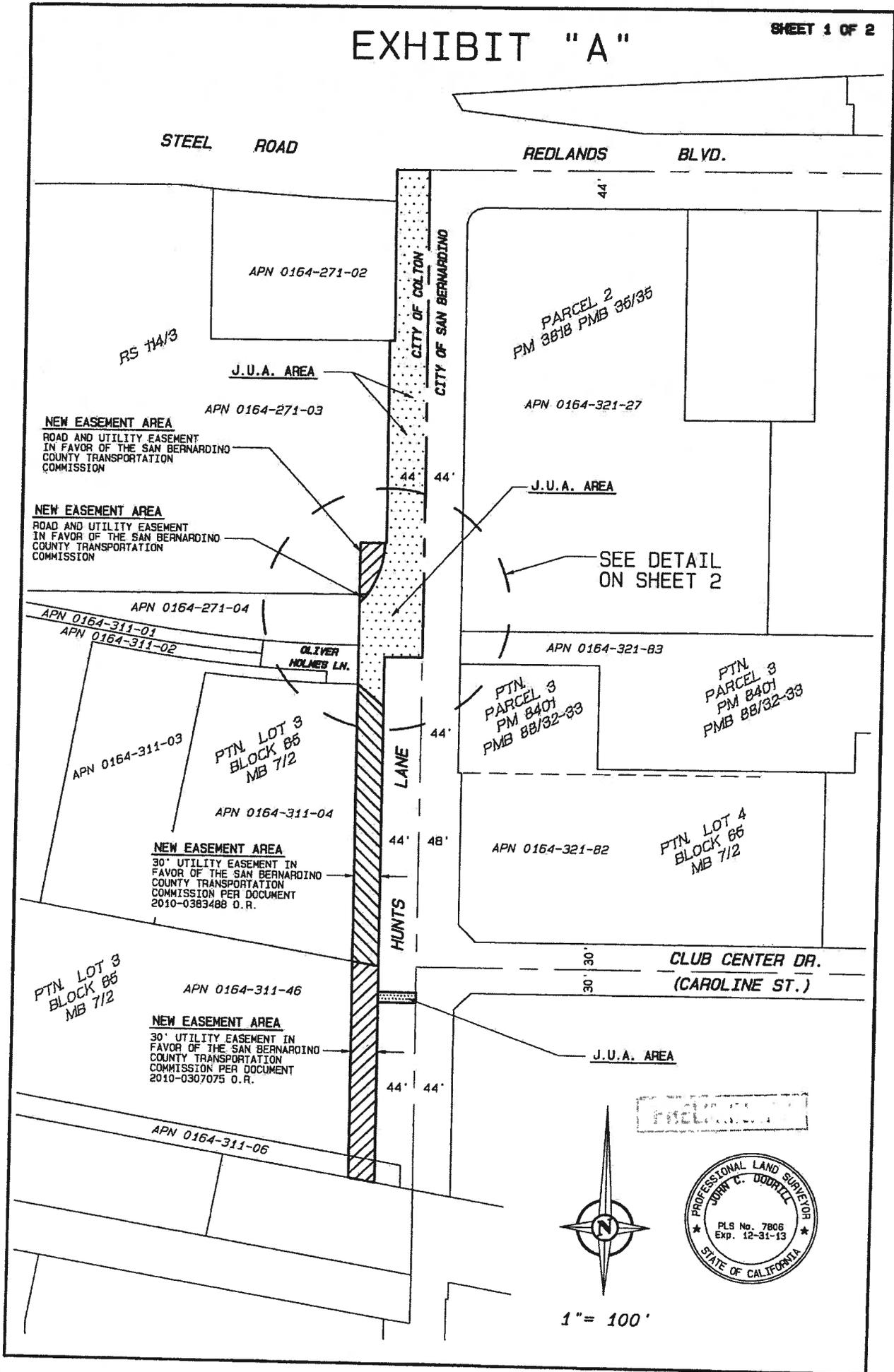
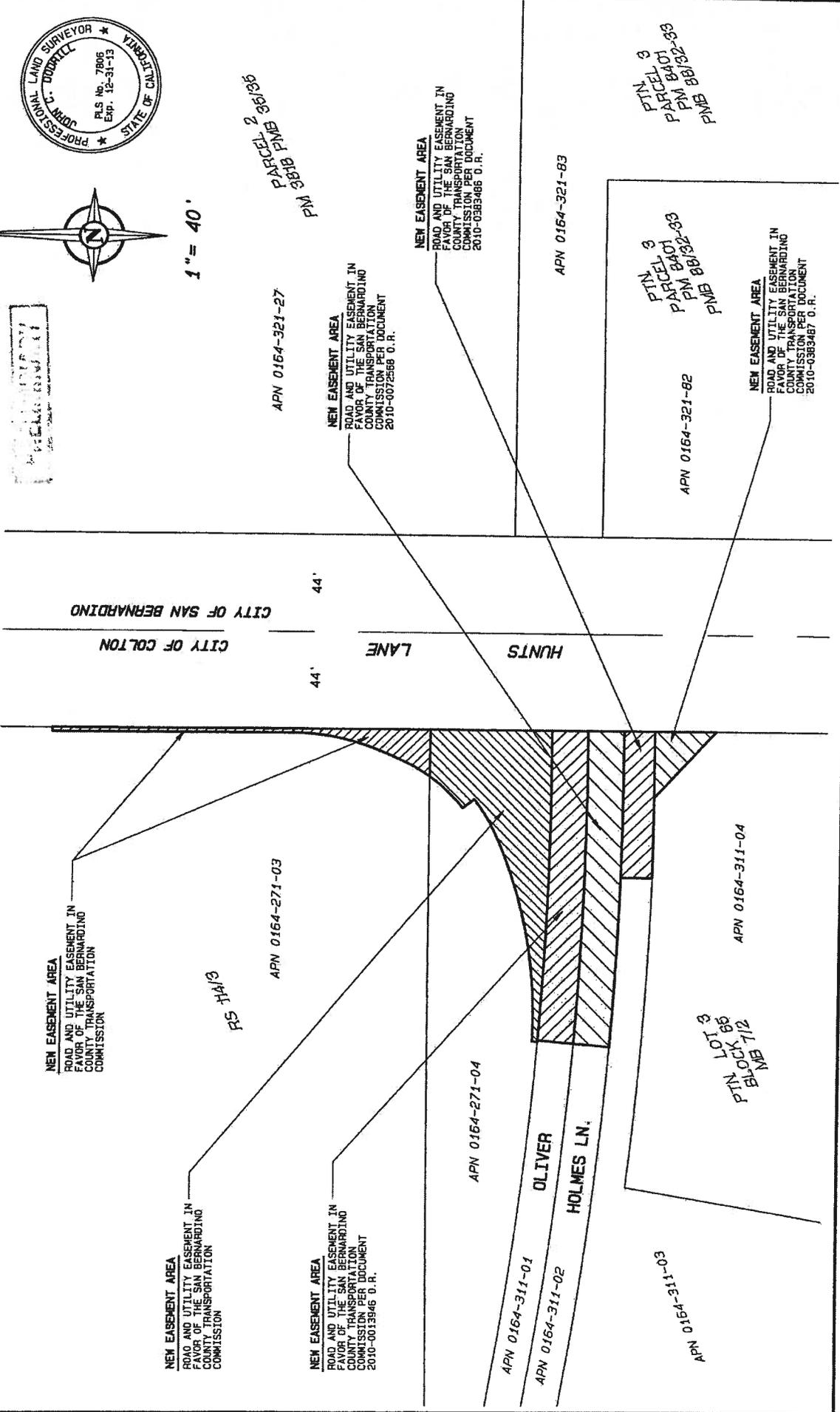


EXHIBIT "A"



1" = 40'



NEW EASEMENT AREA
ROAD AND UTILITY EASEMENT IN FAVOR OF THE SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION

NEW EASEMENT AREA
ROAD AND UTILITY EASEMENT IN FAVOR OF THE SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION

NEW EASEMENT AREA
ROAD AND UTILITY EASEMENT IN FAVOR OF THE SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION PER DOCUMENT 2010-0013946 O.R.

NEW EASEMENT AREA
ROAD AND UTILITY EASEMENT IN FAVOR OF THE SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION PER DOCUMENT 2010-4072568 O.R.

NEW EASEMENT AREA
ROAD AND UTILITY EASEMENT IN FAVOR OF THE SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION PER DOCUMENT 2010-0383466 O.R.

NEW EASEMENT AREA
ROAD AND UTILITY EASEMENT IN FAVOR OF THE SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION PER DOCUMENT 2010-0383467 O.R.

PARCEL 2
PTN 9
PMB 88132-83

PARCEL 3
PTN 9
PMB 88132-83

PARCEL 3
PTN 9
PMB 88132-83

PTN LOT 3
BLOCK 65
PMB 712

PTN 10164-311-03

APN 0164-321-27

APN 0164-321-82

APN 0164-321-83

APN 0164-271-03

APN 0164-311-04

APN 0164-271-04

APN 0164-311-01

APN 0164-311-02

CITY OF COLTON
CITY OF SAN BERNARDINO

HUNTS LANE

OLIVER
HOLMES LN.

EXHIBIT "B"

Utility Easement

APN 0164-271-04

That portion of land deeded to Atef Hanna and Soheir Hanna and Ehab Attalla in the City of Colton, County of San Bernardino, State of California, recorded as Instrument No. 1998-0171507, Official Records of said County being a portion of Lot 3, Block 65 as shown on Rancho San Bernardino per map recorded in Book 7, Page 2 of Maps in the office of the County Recorder of said County, described as follows:

Commencing at the intersection of the easterly terminus of that certain course shown as having a bearing of South 89° 33'00" West and a length of 455.90 feet with the westerly line of Hunts Lane, 44.00 foot half-width as shown on Record of Survey 00-062 filed in Book 114, Page 3 of Records of Surveys in the office of said County Recorder;

Thence along said certain course, South 89° 33'09" West, 21.04 feet to the beginning of a non-tangent curve, concave northwesterly having a radius of 72.50 feet, a radial line to said point bears South 54° 35'47" East, said point being the **TRUE POINT OF BEGINNING**;

Thence southwesterly along said curve, 13.61 feet through a central angle of 10° 45'12" to a line parallel with and 30.00 feet westerly of said westerly line of Hunts Lane;

Thence along said parallel line, North 00° 27'30" West, 10.22 feet to a point in said aforementioned certain course shown as "South 89° 33'00" West";

Thence along said certain course, North 89° 33'09" East, 8.96 feet to the **TRUE POINT OF BEGINNING**.

The above-described parcel of land contains approximately 49 square feet (0.001 acres).

Utility Easement

APN 0164-271-03

That portion of land deeded to The Hanna Family Trust in the City of Colton, County of San Bernardino, State of California, recorded as Instrument No. 2002-0682265, Official Records of said County being a portion of Lot 3, Block 65 as shown on Rancho San Bernardino per map recorded in Book 7, Page 2 of Maps in the office of the County Recorder of said County, described as follows:

Commencing at the intersection of the easterly terminus of that certain course shown as having a bearing of South 89° 33'00" West and a length of 455.90 feet with the westerly line of Hunts Lane, 44.00 foot half-width as shown on Record of Survey 00-062 filed in Book, 114 Page 3 of Records of Surveys in the office of said County Recorder;

Thence along said certain course, South 89° 33'09" West, 21.04 feet to the beginning of a non-tangent curve concave northwesterly having a radius of 72.50 feet, a radial line to said point bears South 54° 35'47" East, said point being the **TRUE POINT OF BEGINNING**;

Thence northeasterly along said curve, 12.68 feet through a central angle of 10° 01'13" to the beginning of a compound curve concave northwesterly having a radius of 192.50 feet, a radial line to said point bears South 64° 37'00" East;

Thence northeasterly along said compound curve, 14.62 feet through a central angle of 04° 21'06" to the beginning of a compound curve concave northwesterly having a radius of 99.00 feet a radial line to said point bears, South 68° 58'06" East;

Thence northeasterly along last said compound curve, 37.13 feet through a central angle of 21° 29'24", said point being distant South 89° 32'30" West, 1.80 feet from the westerly line of said Hunts Lane;

Thence South 89° 32'30" West, 28.20 feet to a line parallel with and 30.00 feet westerly of said westerly line;

Thence along said parallel line, South 00° 27'30" East, 60.52 feet to a point in said aforementioned certain course shown as "South 89° 33'00" West";

Thence along said certain course, North 89° 33'09" East, 8.96 feet to the **TRUE POINT OF BEGINNING**.

The above-described parcel of land contains approximately 1,323 square feet (0.030 acres).

Utility Easement

APN 164-311-46 & 06

A strip of land, 30.00 feet wide, being a portion of land described in the deed to Conagra, Inc., recorded March 30, 1999 as Instrument No. 1999-0132130, Official Records of said County, being a portion of Lot 3, Block 65 as shown on Rancho San Bernardino, in the City of Colton, County of San Bernardino, State of California, per map recorded in Book 7, Page 2 of Maps in the office of the County Recorder of said county, the easterly line of said strip being described as follows:

Beginning at the easterly terminus of that certain course shown as having a bearing and distance of "North 80°29'34" West 772.73 feet", as shown on a map filed in Book 62, Page 100 of Records of Survey, in the office of the County Recorder of said County, said point being on a line parallel with and 44.00 feet westerly of the centerline of Hunts Lane as shown on said Record of Survey;

thence along said parallel line, South 00°27'30" East, 253.83 feet to the southerly line of the land described in Parcel D of said Deed to Conagra, Inc.

The sidelines of said strip of land shall be prolonged or shortened as necessary to terminate in the northerly line of said certain course shown on said Record of Survey and in the southerly line of the land described said Parcel D.

The above-described parcel of land contains approximately 7,615 square feet.

Utility Easement

APN 0164-311-04

That portion of Parcel 1 described in the deed to Superior Scale House, Inc., recorded July 21, 2004 as Instrument No. 2004-0520702, Official Records of said County, being a portion of Lot 3, Block 65, as shown on Rancho San Bernardino, in the City of Colton, County of San Bernardino, State of California, per map recorded in Book 7, Page 2 of Maps in the office of the County Recorder of said County, described as follows:

Commencing at the intersection of the northerly line of said Parcel 1 with a line parallel with and 44.00 feet westerly of the centerline of Hunts Lane, 88.00 feet wide, as shown on Record of Survey 00-062 filed in Book 114, Page 3 of Records of Surveys in the office of said County Recorder;

Thence along a line parallel with and 44 feet westerly of the centerline of Hunts Lane, 88.00 feet wide, as shown on Record of Survey 00-062 filed in Book 114, Page 3 of Records of Survey, In the office of the County Recorder of said County, South 00° 27'30" East, 27.00 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing along said parallel line, South 00° 27'30" East, 311.90 feet to the southerly line of said Parcel 1;

Thence along the southerly line of said Parcel 1, North 80° 29'30" West, 30.46 feet to a line parallel with and 74 feet westerly of said centerline;

Thence along last said parallel line, South 00° 27'30" West, 333.70 feet to the northerly line of said Parcel 1

Thence leaving said northerly line, North 48° 23'36" East, 40.41 feet to the **TRUE POINT OF BEGINNING**.

The above-described parcel of land contains approximately 9,684 square feet.

Utility Easement

Hunts Lane, 88 feet wide, being bounded on the north by the centerline of Redlands Boulevard and on the south by the centerline of Oliver Holmes Lane.

The above described parcel of land contains approximately 50,424 square feet.

John C. Dodrill 1/24/12
John C. Dodrill Deputy County Surveyor
PLS 7806 EXP.: 12/31/2013



ATTACHMENT A

RECORDING REQUESTED BY:
Southern California Edison
2131 Walnut Grove Avenue
G.O. 3 2nd Floor - TRES Department
Rosemead, CA 91770

WHEN RECORDED MAIL TO:
Same as above

CITY OF COLTON A.P.N. 0164-311-46 (ptn)	QUITCLAIM DEED	DOCUMENT TRANSFER TAX \$ 0.00
--	----------------	-------------------------------

For a valuable consideration receipt of which is hereby acknowledged, hereby acknowledged, the SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION, does hereby REMISE, RELEASE and QUITCLAIM to

SOUTHERN CALIFORNIA EDISON COMPANY, a corporation

all of the COMMISSIONS's rights, title, and interests in that certain AERIAL EASEMENT, recorded July 30, 2010, as Instrument No. 2010-0307077 Official Records, lying within that certain real property in the City of Colton, County of San Bernardino, State of California described as follows: Exhibit "A", Legal Description, and Exhibit "B", Plat, attached hereto and made a part hereof.

SAN BERNARDINO COUNTY
TRANSPORTATION COMMISSION

By: _____ Date _____
Larry McCallon, President

	Township <u>1 South</u> Range: <u>4 West</u> Section: <u>27</u> Geo Index: <u>4017.0</u> Sect.: _____ Quad.: _____ Road Name(s) : <u>Hunts Lane</u> Project Name : <u>Hunts Lane Grade Separation</u> A.P.N. (s) : <u>0164-311-46 (ptn)</u>
--	---

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE

Name	Not Applicable Street Address	City & State
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EXHIBIT "A"

**Aerial Easement
APN 164-311-46**

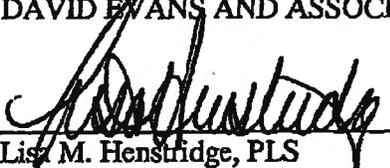
The West 10.00 feet of the East 40.00 feet of Parcel C being a portion of land described in the deed to Conagra, Inc., recorded March 30, 1999 as Instrument No. 1999-0132130, Official Records of said County, also being a portion of Lot 3, Block 65 as shown on Rancho San Bernardino, in the City of Colton, County of San Bernardino, State of California, per map recorded in Book 7, Page 2 of Maps in the office of the County Recorder of said county.

The above-described parcel of land contains approximately 2,284 square feet.

As shown on Exhibit "B" attached herewith and made a part hereof.

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

DAVID EVANS AND ASSOCIATES, INC.


Lisa M. Henstridge, PLS
L.S. No. 7177

Date

7/29/09
Expires: 12-31-09



PAR. 3

POR LOT 4,
BLK 65
M.B. 7/2

30' CLUB CENTER DR.
(CAROLINE ST.)
30'

POR LOT 3,
BLK 65
M.B. 7/2

APN 164-311-46

RS 62/100

PARCEL C O.R. 1999-0132130

PARCEL D O.R. 1999-0132130

APN 164-311-06

SOUTHERN PACIFIC
RAILROAD

HUNTS LANE

PAR. 7

PJM 8401
PME 88/32-33

50'
107.58'

44' 44'

50'
150'

PAR. 6



DAVID EVANS
AND ASSOCIATES INC
4200 Camarillo, Suite 200
Oxnard California 91324
Phone: 909.481.5250

EXHIBIT
"B"

AERIAL EASEMENT
APN 164-311-46

IN THE CITY OF COLTON
COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA

SHEET NO:	1 OF 1
JOB NO:	MOFFOOC
DRAWN BY:	LKH
DATE:	07/27/09
SCALE:	1"=100'

EXHIBIT "A"

**Aerial Easement
APN 164-311-06**

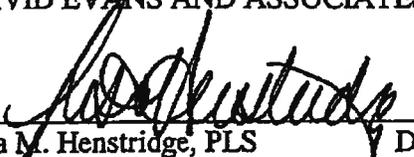
The West 10.00 feet of the East 40.00 feet of Parcel D being a portion of land described in the deed to Conagra, Inc., recorded March 30, 1999 as Instrument No. 1999-0132130, Official Records of said County, also being a portion of Lot 3, Block 65 as shown on Rancho San Bernardino, in the City of Colton, County of San Bernardino, State of California, per map recorded in Book 7, Page 2 of Maps in the office of the County Recorder of said county.

The above-described parcel of land contains approximately 254 square feet.

As shown on Exhibit "B" attached herewith and made a part hereof.

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

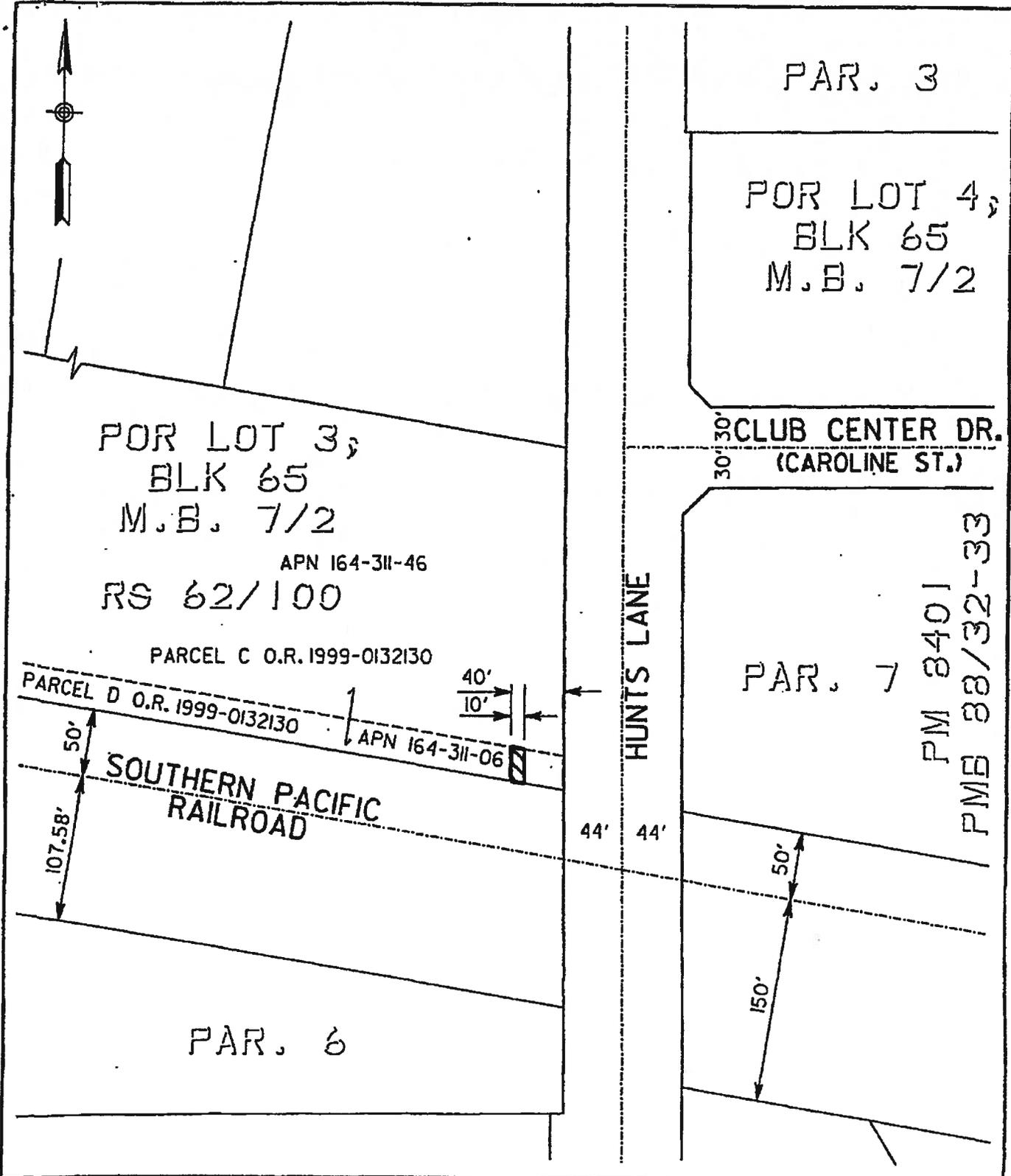
DAVID EVANS AND ASSOCIATES, INC.



Lisa M. Henstridge, PLS
L.S. No. 7177

7/29/09
Date
Expires: 12-31-09





**DAVID EVANS
 AND ASSOCIATES INC**
 4200 Cassara, Suite 200
 Ontario California 91764
 Phone: 909.481.5258

**EXHIBIT
 "B"**

**AERIAL EASEMENT
 APN 164-311-06**

IN THE CITY OF COLTON
 COUNTY OF SAN BERNARDINO
 STATE OF CALIFORNIA

SHEET NO:	1 OF 1
JOB NO:	MOFF0001
DRAWN BY:	LKH
DATE:	07/27/09
SCALE:	1"=100'

RECORDING REQUESTED BY:
Southern California Edison
2131 Walnut Grove Avenue
G.O. 3 2nd Floor - TRES Department
Rosemead, CA 91770

WHEN RECORDED MAIL TO:
Same as above

CITY OF COLTON A.P.N. 0164-311-04 (ptn)	QUITCLAIM DEED	DOCUMENT TRANSFER TAX \$ 0.00
--	----------------	-------------------------------

For a valuable consideration receipt of which is hereby acknowledged, hereby acknowledged, the SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION, does hereby REMISE, RELEASE and QUITCLAIM to

SOUTHERN CALIFORNIA EDISON COMPANY, a corporation

all of the COMMISSIONS's rights, title, and interests in that certain AERIAL EASEMENT, recorded September 20, 2010, as Instrument No. 2010-0383491 Official Records, lying within that certain real property in the City of Colton, County of San Bernardino, State of California described as follows: Exhibit "A", Legal Description, and Exhibit "B", Plat, attached hereto and made a part hereof.

SAN BERNARDINO COUNTY
TRANSPORTATION COMMISSION

By: _____ Date _____
Larry McCallon, President

	Township <u>1 South</u> Range: <u>4 West</u> Section: <u>27</u> Geo Index: <u>4017.0</u> Sect.: _____ Quad.: _____ Road Name(s): <u>Hunts Lane</u> Project Name: <u>Hunts Lane Grade Separation</u> A.P.N. (s): <u>0164-311-04 (ptn)</u>
--	--

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE

Name	Street Address	City & State
	Not Applicable	

EXHIBIT "A"

Aerial Easement
APN 164-311-04

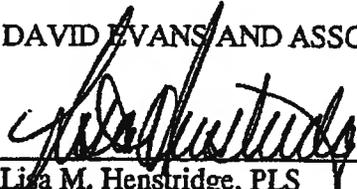
The West 10.00 feet of the East 40.00 feet of Parcel 1 as described in the deed to Superior Scale House, Inc., recorded July 21, 2004 as Instrument No, 2004-0520702, Official Records of said County, being a portion of Lot 3, Block 65 as shown on Rancho San Bernardino, in the City of Colton, County of San Bernardino, State of California, per map recorded in Book 7, Page 2 of Maps in the office of the County Recorder of said County.

The above-described parcel of land contains approximately 3,327 square feet.

As shown on Exhibit "B" attached herewith and a part hereof.

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

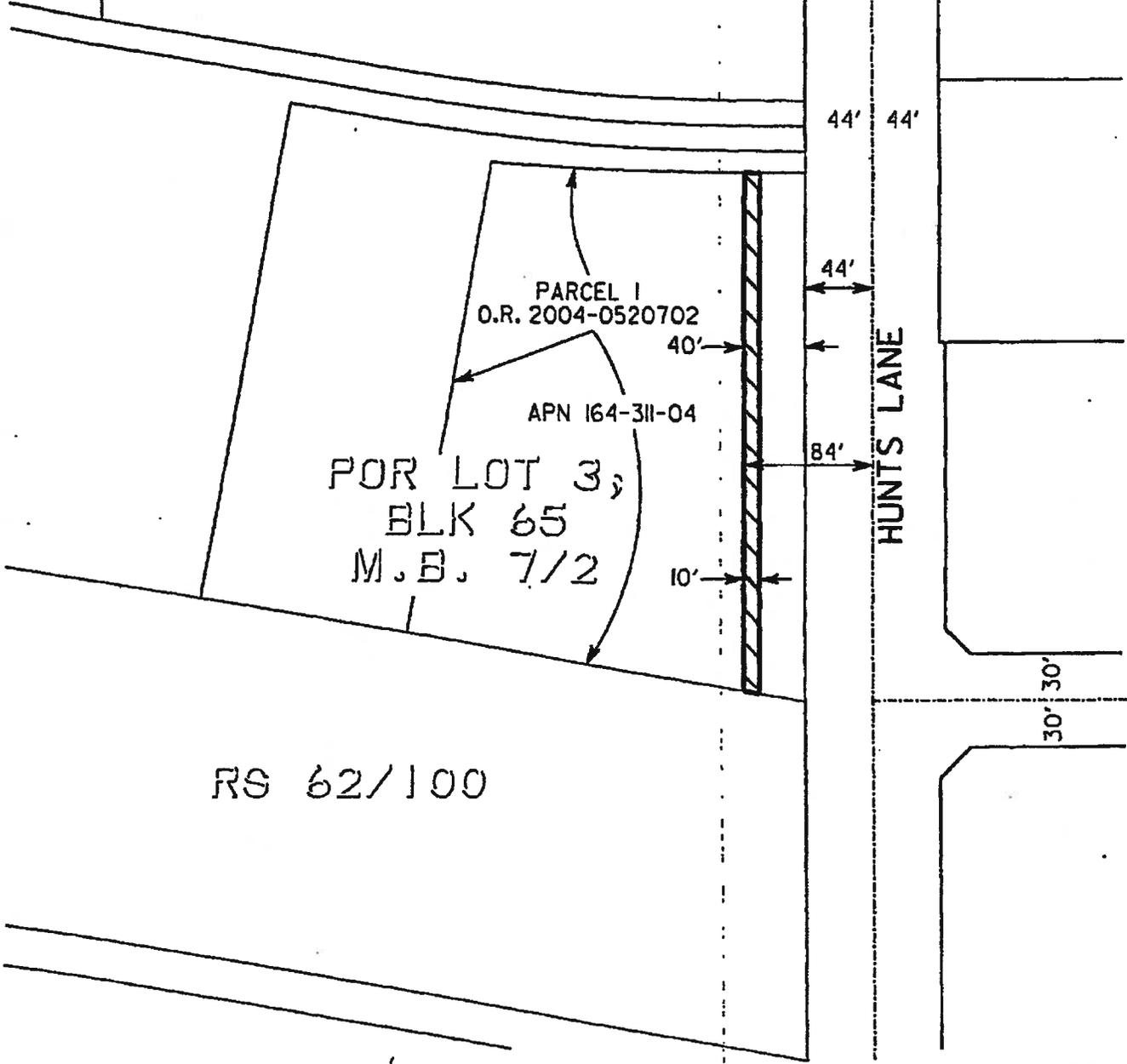
DAVID EVANS AND ASSOCIATES, INC.

 12/29/09
Lisa M. Henstridge, PLS Date
L.S. No. 7177 Expires: 12-31-09





RS 00-062
RS 114/3




**DAVID EVANS
AND ASSOCIATES INC**
4100 Cassara, Suite 200
Ontario California 91764
Phone: 909.481.5759

EXHIBIT
"B"

**AERIAL EASEMENT
APN 164-311-04**

IN THE CITY OF COLTON
COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA

SHEET NO:	1 OF 1
JOB NO:	MOFF0001
DRAWN BY:	LKH
DATE:	07/27/09
SCALE:	1"=100'

RECORDING REQUESTED BY:
Southern California Edison
2131 Walnut Grove Avenue
G.O. 3 2nd Floor - TRES Department
Rosemead, CA 91770

WHEN RECORDED MAIL TO:
Same as above

CITY OF SAN BERNARDINO A.P.N. 0164-321-27 (ptn)	QUITCLAIM DEED	DOCUMENT TRANSFER TAX \$ 0.00
--	----------------	-------------------------------

For a valuable consideration receipt of which is hereby acknowledged, hereby acknowledged, the SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION, does hereby REMISE, RELEASE and QUITCLAIM to

SOUTHERN CALIFORNIA EDISON COMPANY, a corporation

all of the COMMISSIONS's rights, title, and interests in that certain AERIAL EASEMENT, recorded August 10, 2010, as Instrument No. 2010-0323518 Official Records, lying within that certain real property in the City of San Bernardino, County of San Bernardino, State of California described as follows: Exhibit "A", Legal Description, and Exhibit "B", Plat, attached hereto and made a part hereof.

SAN BERNARDINO COUNTY
TRANSPORTATION COMMISSION

By: _____ Date _____
Larry McCallon, President

Township <u>1 South</u> Range: <u>4 West</u> Section: <u>27</u> Geo Index: <u>4017.0</u> Sect.: _____ Quad.: _____ Road Name(s): <u>Hunts Lane</u> Project Name: <u>Hunts Lane Grade Separation</u> A.P.N. (s): <u>0164-321-27 (ptn)</u>
--

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE

Name	Not Applicable Street Address	City & State
------	----------------------------------	--------------

EXHIBIT "A"

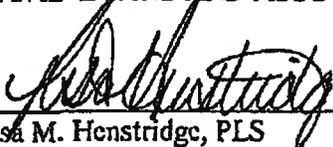
Aerial Easement
APN 164-321-27

The Westerly 15.00 feet of the Southerly 225.00 feet of Parcel 2 of Parcel Map 3818 in the City of Colton, County of San Bernardino, State of California per map recorded in Book 35, Page 35 of Parcel Maps in the Office of the San Bernardino County Recorder.

The above-described parcel of land contains approximately 3,375 square feet.

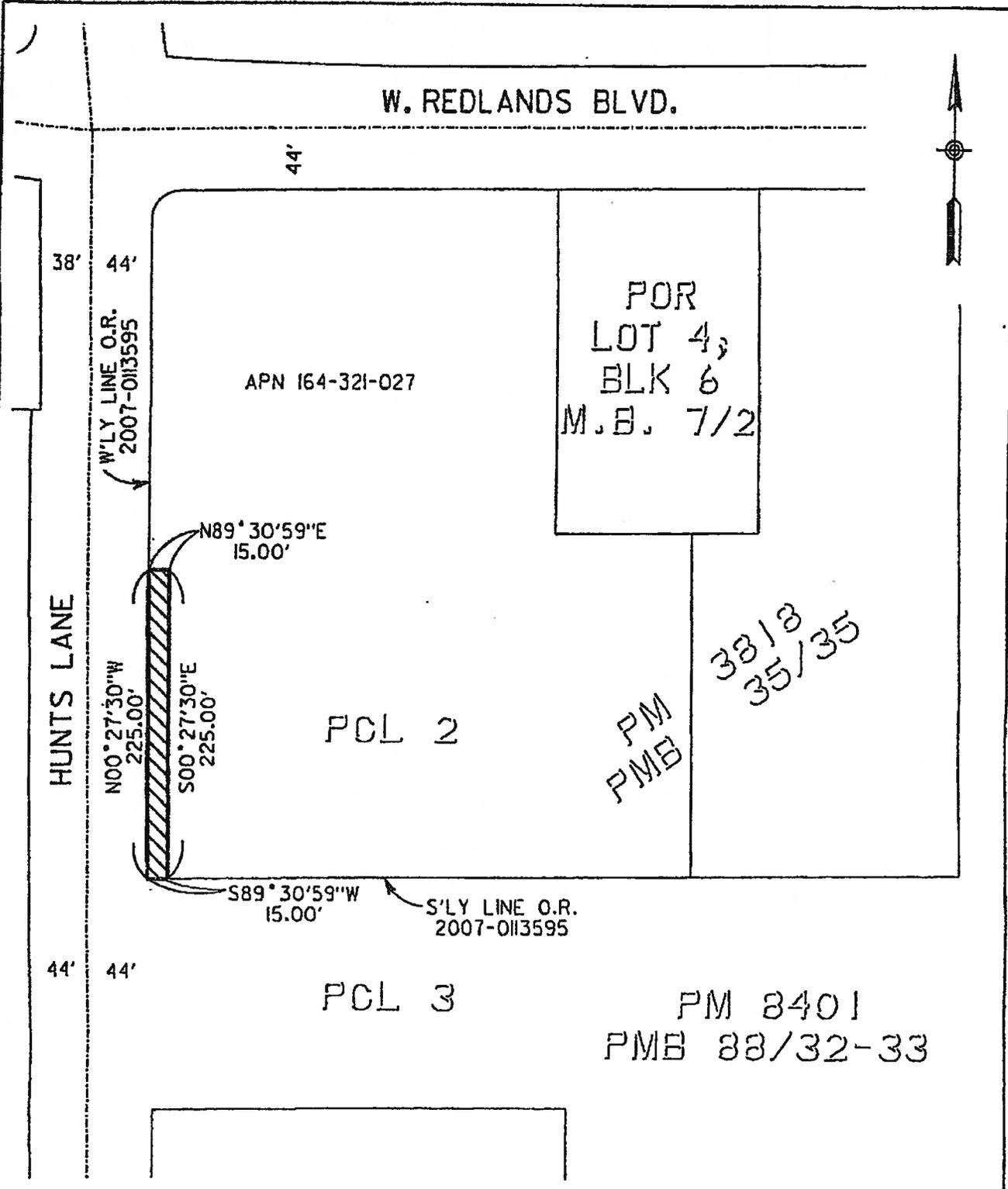
This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

DAVID EVANS AND ASSOCIATES, INC.



Lisa M. Henstridge, PLS 3/31/2010
L.S. No. 7177 Date
Expires: 12-31-11





DAVID EVANS AND ASSOCIATES INC
 4200 Casanova, Suite 200
 Ontario California 91764
 Phone: 909.681.5750

EXHIBIT "B"

AERIAL EASEMENT

 IN THE CITY OF COLTON
 COUNTY OF SAN BERNARDINO
 STATE OF CALIFORNIA

SHEET NO:	1 OF 1
JOB NO:	MOFF0001
DRAWN BY:	LMHE
DATE:	03/31/10
SCALE:	1"=100'

ATTACHMENT B

DRAFT

February 9, 2012

Mr. Albert J. Ramirez
Transmission Project Delivery - Project Management
300 N. Pepper Avenue Building C
Rialto, CA 92376

Regarding: Indemnification Transmission Facilities Installed prior to Installation of Underground Facilities.
Hunts Lane Grade Separation Project – SANBAG Contract C10-154

Dear Mr. Ramirez,

As part of our Agreement C10-154, most recently amended 8/3/11, SCE will furnish and install both new light weight steel and tubular steel poles and foundations for Edison owned services associated with the Hunts Lane Grade Separation Project. To facilitate construction and project phasing the new foundations, new poles and new transmission and communication service needs to be installed before the existing service can be removed. Prior to this work Edison requires SANBAG to indemnify Edison should the poles be damaged by SANBAG or its contractor due follow-up construction of the Hunts Lane Grade Separation Project .

SANBAG hereby acknowledges and agrees to be financially responsible for all costs to straighten the newly installed light weight steel and tubular steel poles should the poles begin to lean, solely as a direct result of excavation activities adjacent to the poles- conducted by SANBAG in connection with the Hunts Lane Grade Separation project. SANBAG also agrees to be financially responsible for all costs for any damages to the new poles solely and directly caused by activities conducted by SANBAG in connection with the Hunts Lane Grade Separation project, including excavation, to install the newly relocated underground utilities/facilities adjacent to the new Edison poles. The preceding acknowledgement and agreements shall not operate as a waiver of any objections or defenses otherwise available to SANBAG.

If you have any questions concerning this letter or need additional information, please call Mr. Garry Cohoe at (909) 884-8276. We look forward to working with you on this project.

Sincerely,

SAN BERNARDINO ASSOCIATED GOVERNMENTS

By: _____
Larry McCallon
President, Board of Directors

Date: _____

APPROVED AS TO FORM:

By: _____
General Counsel
Penny Alexander-Kelley