# High Desert "Partnership in Academic Excellence" Foundation, Inc. dba LEWIS CENTER FOR EDUCATIONAL RESEARCH

17500 Mana Road, Apple Valley, CA 92307 (760) 946-5414 (760) 946-9193 fax

Agenda for Special Meeting of the Lewis Center for Educational Research Board July 26, 2023 - Public Meeting – 8:30 a.m.

Meeting at: 17500 Mana Rd., Apple Valley, CA, Multipurpose Room

Additional Locations: 5808 State Highway 18 Lucerne Valley, CA 92356

12905 Golf Course Dr, Victorville, CA 92395

1936 De Anza Dr., Colton, CA 92324

12384 Palmdale Rd., #204, Victorville, CA 92394

To participate by teleconference, register for the meeting at this link: https://attendee.gotowebinar.com/rt/4092446480696978525

Dial in using your phone: +1 (631) 992-3221Passcode: 266-030-476

- 1. CALL TO ORDER AND PLEDGE OF ALLEGIENCE: Chairman Caldwell
- 2. **ROLL CALL**: Chairman Caldwell
- 3. <u>DISCUSSION/ACTION ITEM</u>:
  - .01 Approve and Authorize Lisa Lamb, President/CEO to sign PURCHASE AND SALE AGREEMENT between 17500 MANA ROAD LLC and SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT once finalized.
- 4. ADJOURNMENT: Chairman Caldwell

# PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT ("Agreement") is effective the date the last of the parties executes this Agreement ("Effective Date"), between 17500 MANA ROAD LLC, a California limited liability company ("SELLER"), and SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic ("BUYER").

# RECITALS

- A. The SELLER is the owner of the fee simple interest in certain real property containing approximately 89.31 acres improved with the educational facility known as the Academy for Academic Excellence ("Academy"), with an address of 17500 Mana Road, Apple Valley, CA 92307 (APN 0473-183-21), as more particularly described in the legal description attached hereto as Exhibit "A" ("School Property").
- B. The School Property is intersected by a portion of a natural ephemeral stream channel, known as the Desert Knolls Wash ("Wash").
- C. BUYER has proposed a public project to excavate, reshape, and improve portions of the Wash and desires to acquire, in fee, a large part of the footprint of the Wash which flows over the School Property.
- D. SELLER is in support of the public project and desires to sell an 8.90-acre parcel ("Property") of the School Property to BUYER for the consideration described below.
- E. The proposed acquisition by the BUYER of the Property will impede access from the Academy, which is situated at the easterly boundary of the School Property, to the SELLER's proposed nearby expansion site, which is situated at the north-westerly portion of the School Property.
- F. To mitigate impacts from the sale of Property, as well as address consideration for the sale, the parties propose that:
  - i. SELLER will convey to BUYER the Property in fee, comprising BUYER's desired footprint of the Wash, which Property is further described in the legal description attached hereto as Exhibit "B"; and
  - ii. SELLER will reserve from the conveyance of the Property a non-exclusive 0.43-acre easement ("Access Easement"), over which BUYER will construct a shared access bridge for the benefit of the Property and the School Property while under common ownership, allowing passage from the Academy to the other side of the School Property ("Access Bridge"), which easement area is described in the legal description attached hereto as Exhibit "C"; and
  - iii. BUYER's design and construction of the Access Bridge at no cost to SELLER shall serve as consideration for the fee conveyance of the Property to BUYER; and

- iv. SELLER will also reserve from the conveyance of the Property a non-exclusive easement for the benefit of the School Property to use 2.20 acres of access roads lying within the Property, for the sole purpose of physical education activities (hereafter referred to as "Activity Easement"), which easement area is described in the legal description attached hereto as Exhibit "D" and shown in Exhibit "D-1."
- v. As provided in Exhibit "F", attached hereto:
  - a. The Access Easement shall automatically terminate if the School Property abutting each side of the Access Easement is no longer under common ownership; and
  - b. The Activity Easement shall automatically terminate if the School Property is no longer used for educational purposes.

# AGREEMENT

Based upon the foregoing Recitals, which are incorporated herein by this reference and made a part of this Agreement, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, SELLER and BUYER agree as follows:

# 1. PURCHASE AND SALE OF THE PROPERTY.

- 1.1 Subject to all of the terms, conditions, and provisions of this Agreement, and for the consideration herein set forth, the SELLER agrees to sell to BUYER, and BUYER agrees to purchase from the SELLER all of SELLER's right, title, and interest to the Property as described in the legal description attached hereto as Exhibit "B", subject to SELLER's Access Easement reservation and Activity Easement reservation, both as described in the legal descriptions and plats attached hereto as Exhibits "C", as well as "D" and "D-1," respectively, and as further descripted in Exhibit "F."
- 1.2 <u>Payment In Kind Consideration</u>. The consideration from BUYER to SELLER for the Property shall be BUYER's design and construction of the shared Access Bridge at no cost to SELLER ("**In Kind Payment**") as shown in the design plans attached hereto as Exhibit "E" and SELLER's reservation of easements. As a result, the purchase price payable by BUYER to SELLER for the Property is zero dollars (\$0). SELLER shall maintain the Access Easement as provided in Exhibit "F."
- 1.3 Taxes. Real property taxes will not be prorated between SELLER and BUYER. Upon recordation of the Grant Deed, BUYER will request cancellation of the real property taxes for the Property pursuant to California Revenue and Taxation Code Section 4986. If current taxes have not yet been paid as of the Recording Date, then SELLER shall pay the full amount of the installment applicable for the period prior to the Recording Date. SELLER shall be entitled to a refund of any excess payment made to the taxing authority on account of the Property, including any taxes paid by SELLER and applicable to any period from and after the Recording Date. The taxing authority will notify SELLER of any refund due SELLER resulting from the subject acquisition after a review and any subsequent proration of the property tax assessment by the County.
- 2. <u>RECORDING.</u> If the Agreement does not terminate pursuant to Paragraph 5.2, SELLER shall deliver to BUYER within ten (10) business days from satisfaction of the terms in Paragraph 5.2, an

executed Grant Deed with Reservation of Easements substantially in form shown in Exhibit "F," and BUYER shall record said Grant Deed within ten (10) business days (Recording Date).

HAZARDOUS MATERIALS; INDEMNIFICATION. If any hazardous materials or waste (as defined by California Health and Safety Code section 25100, et seq., and/or 42 U.S.C. §9601, et seq.) are present on the Property on the date BUYER takes possession of the Property, SELLER shall be responsible for and bear the entire cost of all removal, disposal, cleanup and decontamination which may be required because of these hazardous materials. SELLER agrees to indemnify, defend (with counsel reasonably approved by BUYER) and hold harmless BUYER, San Bernardino County and their authorized officers, employees, agents and volunteers ("Indemnitees") from any and all claims, actions, losses, damages and/or liability arising out of this Agreement from any cause whatsoever, including: 1) the acts, errors or omissions of any person and for any costs or expenses incurred by BUYER on account of any claim except where such indemnification is prohibited by law; and/or 2) all responsibility, liability and claims for damages to persons or property resulting from the existence or use of hazardous materials which are present on the Property on the date BUYER takes possession under this Agreement. indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. SELLER's indemnification obligation applies to Indemnitees' "active" as well as "passive" negligence but does not apply to Indemnitees' "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782. This Section 3 shall survive the termination of this Agreement.

# 4. REPRESENTATIONS AND WARRANTIES.

- 4.1 <u>SELLER Representations and Warranties</u>. SELLER hereby makes the following representations and warranties to BUYER, each of which is material and relied upon by BUYER in making its determination to enter into this Agreement and each of which is re-made as of the Recording Date:
  - (a) SELLER's execution, delivery, and performance of its obligations under this Agreement does not constitute a default or a breach under any contract, agreement, or order to which SELLER is a party or by which it is bound and there are currently no other pending contracts or opened escrow for the sale of the Property.
  - (b) SELLER owns the Property in fee simple, without leases or leasehold interests. SELLER has the full right, power and lawful authority to sell the Property and undertake all obligations as provided herein. The execution, performance and delivery of this Agreement by SELLER has been fully authorized by all requisite actions on the part of SELLER.
  - (c) There are no pending, actions, suits, writs, injunctions, decrees, legal proceedings, or governmental investigations against the Property.
  - (d) SELLER has not received any notices and has no knowledge of any violation of any laws, ordinances, rules, regulations, or requirements of any governmental agency, body, or subdivision affecting or relating to the Property.
  - (e) SELLER has not received any notices and has no knowledge of any hazardous materials or waste (as defined by California Health and Safety Code section 25100, et. seq., and/or 42 U.S.C. §9601, et. seq.) that exists at the Property or a violation of any environmental laws that exists at the Property. Except as otherwise as may be disclosed by the Property Documents, there has been no production, storage or disposal at the Property of any Hazardous

Materials (as defined below) by SELLER or by any previous owner or occupant of the Property; (ii) Hazardous Materials have not been dumped, buried, leaked, or otherwise released upon, in, or under the Property or allowed to pass on, under or through the Property at any time during or prior to SELLER's ownership of the Property; (iii) SELLER has not violated any laws, regulations, and ordinances relating to the use of all Hazardous Materials used on the Property; and (iv) there is no proceeding or inquiry by any federal, state or local governmental agency with respect to any Hazardous Materials on the Property

- (f) SELLER is not the subject of a current or pending bankruptcy proceeding.
- (g) SELLER represents and warrants to BUYER that SELLER is not, and as of the Close of Escrow will not be, a foreign person within the meaning of Internal Revenue Code Section 1445 or an out-of-state seller under California Revenue and Tax Code Section 18805 and that it will deliver to BUYER before the Recording Date a non-foreign affidavit pursuant to Internal Revenue Code Section 1445(b)(2) and the Regulations promulgated thereunder and a California Form 590-RE. BUYER and SELLER agree to cooperate with each other in completing any report and/or other information required to be delivered to the Internal Revenue Service.
- (h) <u>No Rights Granted</u>. SELLER has not granted any options, rights of first refusal, rights of first offer, or other pre-emptive rights to acquire the Property to any other person so as to impair the title of the Property for this transaction.
- 4.2 <u>BUYER's Representations and Warranties</u>. BUYER hereby makes the following representations and warranties to SELLER, each of which is material and relied upon by SELLER in making its determination to enter into this Agreement and each of which is re-made as of the Recording Date:
  - (a) BUYER has the full right, power, and lawful authority to purchase and accept the Property and undertake all obligations as provided herein. The execution, performance, and delivery of this Agreement by BUYER has been fully authorized by all requisite actions on the part of BUYER.
  - (b) BUYER's execution, delivery, and performance of its obligations under this Agreement does not constitute a default or a breach under any contract, agreement, or order to which BUYER is a party or by which it is bound.
    - (c) BUYER is not the subject of a current or pending bankruptcy proceeding.

# 5. INFORMATION REPORT; REVIEW OF TITLE

5.1 <u>Information Report</u>. Escrow Holder shall file and SELLER and BUYER agree to cooperate with Escrow Holder and with each other in completing any report ("Information Report") and/or other information required to be delivered to the Internal Revenue Service pursuant to Internal Revenue Code Section 6045(e) regarding the real estate sales transaction contemplated by this Agreement, including, without limitation, Internal Revenue Service Form 1099-B as such may be hereinafter modified or amended by the Internal Revenue Service, or as may be required pursuant to any regulation now or hereinafter promulgated by the Treasury Department with respect thereto. SELLER and BUYER also agree that SELLER and BUYER, their respective employees and attorneys, and Escrow

Holder and its employees may disclose to the Internal Revenue Service, whether pursuant to such Information Report or otherwise, any information regarding this Agreement or the transaction contemplated herein as such party reasonably deems to be required to be disclosed to the Internal Revenue Service by such party pursuant to Internal Revenue Code Section 6045(e), and further agree that neither SELLER nor BUYER shall seek to hold any such party liable for the disclosure to the Internal Revenue Service of any such information.

# 5.2 Review of Documents, Title, and Escrow.

- (a) Property Documents. Within two (2) days after the Effective Date, SELLER shall provide BUYER with copies of the following documents, if any, that are in its possession or under its control: (i) relevant studies, documents, land surveys, soils reports, licenses, maintenance contracts, utility contracts, management contracts, service contracts, warranties, ADA compliance, Field Act compliance, plans and specifications for the Improvements, copies of all building permits, certificates of occupancy and all other governmental licenses and permits for the Improvements in the possession of SELLER, and other documents and/or contracts pertaining to the Property, together with any amendments or modifications; (ii) any and all information that SELLER has regarding environmental matters affecting the Property and regarding the condition of the Property, including, but not limited to, Phase I and/or Phase II Environmental Assessments, wetlands, structural, mechanical and soils conditions, the presence and location of asbestos, PCB transformers, other toxic, hazardous or contaminated substances, and underground storage tanks in, on, or about the Property; (iii) copies of any current agreements with occupants; and (iv) any and all other documents and matters relative to the Property (collectively, "Property Documents").
- Review of Title. Following the Effective Date of this Agreement, BUYER shall obtain its own preliminary title report issued by a title company of BUYER's choice ("Title Company") and such Title Company shall provide all underlying title documents (collectively, the "Preliminary Title Report") and BUYER shall have the right to obtain a survey of the Property from a licensed surveyor sufficient to obtain an ALTA title insurance policy ("Survey"). The BUYER's review period for the Preliminary Title Report and the Survey shall mean the period from the Effective Date through the date that is forty-five (45) business days after the Effective Date ("BUYER's Title Review Period"). At any time during BUYER'S Title Review Period, BUYER shall notify SELLER in writing ("BUYER's Title Notice") of any objections BUYER may have to title exceptions or other matters contained in the Preliminary Title Report or Survey ("Title Objections"). If BUYER does not give such notice by the expiration of BUYER's Title Review Period, then it shall conclusively be deemed that BUYER has no Title Objections. If BUYER does timely provide BUYER's Title Notice with Title Objections, SELLER shall have five (5) business days after receipt thereof to notify BUYER that SELLER (a) will endeavor to cause or (b) elects not to cause any or all of the Title Objections disclosed therein to be removed or insured over by the Title Company in a manner reasonably satisfactory to BUYER. SELLER's failure to notify BUYER within such five (5) business day period as to any Title Objections that SELLER is willing to endeavor to cure or cause to be insured over shall be deemed an election by SELLER not to pursue such endeavor to remove or have the Title Company insure over such Title Objections. If SELLER notifies or is deemed to have notified BUYER that SELLER shall not endeavor to remove nor have the Title Company insure over any or all of the Title Objections, BUYER shall have five (5) business days after the expiration of SELLER's five (5) business day period to respond to either (a) terminate this Agreement or (b) waive such Title Objections, without any reduction in the consideration provided by this agreement on account of such Title Objections. If BUYER does not give notice within the said period, BUYER shall be deemed to have elected to waive the Title Objections. BUYER shall have the

right to request any supplement to the Preliminary Title Report or the Survey, and if any such supplement discloses any new materially adverse title or survey matters not disclosed to BUYER prior to the expiration of the BUYER's Title Review Period, the foregoing right of review and approval shall also apply to said new matter; provided, however, the period for BUYER to deliver BUYER's Title Notice with respect to such new title matter shall be the later of (i) expiration of the BUYER's Title Review Period, or (ii) three (3) business days from receipt of the supplemental title report or survey and the underlying document(s) referenced therein.

# 5.3 Escrow.

- (a) <u>Escrow</u>. Within three (3) business days following the Effective Date, an escrow ("<u>Escrow</u>") shall be opened with \_\_\_\_\_\_\_, located at \_\_\_\_\_\_ ("<u>Escrow Holder</u>"), by BUYER delivering a copy of this fully executed Agreement to Escrow Holder. This Agreement shall, to the extent possible, act as Escrow instructions. The Parties agree to execute all further Escrow instructions required by Escrow Holder, which further instructions shall be consistent with this Agreement.
- (c) Title Policy. Prior to Close of Escrow, BUYER shall have received evidence that Escrow Holder's title insurer ("<u>Title Company</u>") is ready, willing, and able to issue, upon payment of Title Company's regularly scheduled premium, a CLTA or ALTA owner's policy of title insurance, to be determined by the BUYER prior to Closing, with the endorsements BUYER may require, showing title to the Property vested in BUYER, subject only to the exceptions permitted by BUYER in accordance with Section 5.2(b) herein.
- (d) Costs and Fees. Charges and expenses incurred in this transaction are to be borne by the parties as follows:
  - (i) The parties shall equally share the Escrow Holder's fees and recording fees.
- (ii) SELLER shall pay the cost of the CLTA Title Policy, and BUYER shall pay the cost of any endorsements requested by BUYER.
  - (iii) SELLER shall pay City and county transfer taxes, if applicable.
- (iv) Any miscellaneous costs shall be borne by the parties according to custom in San Bernardino County.
- (e) Prorations. All other charges and credits with respect to the Property shall be prorated to the Close of Escrow on the basis of a thirty (30) day month. All non-delinquent general and special real property taxes for the fiscal year at the Close of Escrow, and all special and bonded assessments and levies, if any, included in and payable with the taxes attributable to the Property, are to be prorated as of the date of the Close of Escrow. BUYER is not to be responsible for, and SELLER is to assume all

responsibility for, unpaid delinquent taxes or assessments, if any. BUYER is exempt from real estate taxes and certain assessments. Personal property taxes, if any, shall be paid in full by SELLER.

- 5.4 <u>Items to be Delivered at Close of Escrow.</u> On or before Close of Escrow, SELLER and PURCHASER shall deposit with Escrow Holder the following documents and funds and shall close Escrow as follows:
  - (a) SELLER's Deposits. SELLER shall deposit with Escrow Holder the following:
- (i) Grant Deed for Property. An original executed and acknowledged Grant Deed conveying the Property to BUYER;
- (ii) Closing Costs. SELLER will deposit cash in the amount necessary to pay SELLER's share of Closing costs, as set forth in Section 5.3(d); and
- (iii) Additional Documents. Any other documents or funds required by Escrow Holder from SELLER for the Close of Escrow in accordance with this Agreement.
- (b) BUYER's Deposits. On or before the Close of Escrow, the following will be deposited with Escrow Holder:
- (i) Closing Costs. BUYER will deposit cash in the amount necessary to pay BUYER's share of Closing costs, as set forth in Section 5.3(b); and
- (ii) Additional Documents. BUYER will deposit any other documents or funds required of BUYER to close Escrow in accordance with this Agreement.
  - (c) At Close of Escrow, Escrow Holder shall:
    - (i) Record the Grant Deed;
- (ii) Prepare and deliver to both BUYER and SELLER one (1) signed copy of Escrow Holder's settlement statement showing all receipts and disbursements of the Escrow;
- (iii) Disburse to BUYER a conformed copy of the Grant Deed and any other documents (or copies thereof) deposited into Escrow by SELLER pursuant hereto; and
- (iv) Disburse to SELLER a conformed copy of the Grant Deed and any other documents (or copies thereof) deposited into Escrow by BUYER pursuant hereto.

# 6. <u>DEFAULTS.</u>

6.1 <u>Defaults</u>. In the event wither party defaults in the performance of any of its obligations under this Agreement, the other party shall, in addition to any and all other remedies provided in this Agreement or by law or equity, have the right of specific performance. A party shall not be in default under this Agreement unless the non-defaulting party first provides a written notice of default to the defaulting party and the defaulting party, thereafter, fails within five (5) business days after receipt of such notice of default to either cure such default or diligently commence such actions reasonably necessary to cure such default within such five (5) business day period, and thereafter, cures such default not later than ten (10) days after receipt of such notice of default.

- 6.2 <u>Institution of Legal Actions</u>. Any legal action must be instituted in the Superior Court of the County of San Bernardino, State of California.
- 6.3 <u>Rights and Remedies are Cumulative</u>. Except as otherwise expressly provided in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.
- 6.4 <u>Inaction Not a Waiver of Default</u>. Any failures or delays by either party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

# 7. MISCELLANEOUS.

7.1 <u>Notices</u>. 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:

To SELLER: 17500 MANA ROAD LLC

Care of High Desert "Partnership in Academic Excellence"

Foundation, Inc.

Lewis Center for Educational Research

Attn: CEO

17500 Mana Road

Apple Valley, California, 92307

To BUYER: San Bernardino County

Real Estate Services Department

385 North Arrowhead Avenue, 3<sup>rd</sup> Floor

San Bernardino, CA 92415-0180

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.

- 7.2 <u>Relationship Between SELLER and BUYER</u>. It is hereby acknowledged that the relationship between SELLER and BUYER is not that of a partnership or joint venture and that SELLER and BUYER shall not be deemed or construed for any purpose to be the agent of the other.
- 7.3 <u>Attorneys' Fees</u>. 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 3 ("Hazardous Materials; Indemnification") or under Section 7.11 ("Real Estate Brokerage Commission").

- 7.4 <u>Successors and Assigns; Assignment</u>. Neither party shall have the right to assign this Agreement or any interest or right hereunder without the prior written consent of the other party. Subject to the foregoing, this Agreement shall bind and inure to the benefit of SELLER and BUYER and their respective successors and permitted assigns.
- 7.5 Entire Agreement, Waivers, and Amendments. This Agreement incorporates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the parties with respect to all or part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the party to be charged. Any amendment or modification to this Agreement must be in writing and executed by SELLER and BUYER.
- 7.6 <u>Prohibited Persons and Transactions</u>. BUYER represents to SELLER that it is not a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.
- 7.7 Executive Order N-6-22 Russia Sanctions. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the "EO") regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in Russia's Ukraine (https://home.treasury.gov/policy-issues/financialresponse actions in sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions), as well as any sanctions imposed under state law (https://www.dgs.ca.gov/OLS/Ukraine-Russia). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate agreements with and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined by the County or the State of California that SELLER is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. SELLER shall be provided advance written notice of such termination, allowing SELLER at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of BUYER.
- 7.8 <u>Computation of Time</u>. In the event that the day on which a party is required to take any action under the terms of this Agreement is a holiday, Saturday, or Sunday, such action shall be taken on the next succeeding business day. The term "holiday" shall mean all holidays as recognized by BUYER.
- 7.9 <u>Interpretation; Governing Law.</u> This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. This Agreement shall be construed in accordance with the laws of the State of California, without regard to conflict of interest principles.
- 7.10 <u>Severability</u>. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement

shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement.

- Real Estate Brokerage Commission. SELLER and BUYER each represent and warrant to the other that it has not had conversations or negotiations with any broker or third party concerning the sale or purchase of the Property, respectively. In the event SELLER breaches the foregoing representation and warranty, SELLER shall be responsible, at its sole cost and expense, for any commissions, finders' fees, and/or payments claimed to be due to any broker or third party that represents SELLER regarding the sale of the Property. SELLER agrees to indemnify, defend, and hold harmless BUYER as provided in Section 3 of this Agreement from any claims or fees or commissions, based upon agreements by SELLER, if any, to pay any additional broker's commission and/or finder's fee.
- 7.12 <u>Execution in Counterpart</u>. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on both parties hereto, notwithstanding that both parties are not signatories to the original or the same counterpart.
- 7.13 <u>Exhibits</u>. Exhibits "A," "B," "C," "D-1," "E," and "F," and are attached to this Agreement are incorporated herein by this reference and made a part hereof.
- 7.14 <u>Inducement</u>. The making, execution and delivery of this Agreement by the parties hereto have been induced by no representations, statements, warranties or agreements other than those expressly set forth herein.
- 8. <u>BOARD OF SUPERVISORS APPROVAL</u>: This Agreement is subject to, and shall have no force or effect until and unless approved by the San Bernardino County Board of Supervisors and executed by an authorized BUYER signatory.

[Signatures on next page]

IN WITNESS WHEREOF, SELLER and BUYER have entered into this Agreement as of the date the last of the parties executes this Agreement.

SELLER:	BUYER: SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT	
17500 MANA ROAD LLC		
Ву:		
	By: Dawn Rowe Title: Chair, Board of Supervisors	
Title:  Date:	Date:	
	SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD	
	LYNNA MONELL, Clerk of the Board of Supervisors	
	By:	
	Date:	
	APPROVED AS TO LEGAL FORM:	
	Tom Bunton, County Counsel San Bernardino County, California	
	By: Scott Runyan Principal Assistant County Counsel	
	Date:	
	EXHIBIT "A"	

-11-

# (Legal Description of the School Property

RESTATED AS RECORDED IN GRANT DEED TO 17500 MANNA ROAD, A CALIFORNIA LIMITED LIABILITY CORPORATION, RECORDED FEBRUARY 02, 2020, UNDER DOCUMENT NUMBER 2020-005949, OFFICIAL RECORDS.

THAT PORTION OF THE EAST 1/2 OF THE EAST 1/2 OF SECTION 10, TOWNSHIP 5 NORTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND ON FILE IN THE DISTRICT LAND OFFICE, LYING SOUTHERLY OF THE SOUTHERLY LINE OF STATE HIGHWAY.

EXCEPTING THEREFROM ANY PORTIONS THEREOF LYING WITHIN THOSE PARCELS OF LAND CONVEYED TO THE STATE OF CALIFORNIA FOR PUBLIC HIGHWAY AS DESCRIBED IN THAT CERTAIN DEED FROM APPLETON LAND, EATER AND POWER COMPANY, RECORDED JANUARY 23, 1948, IN BOOK 2111, PAGE 432, OFFICIAL RECORDS. SAID PAREL OF LAND BEING ALSO DESCRIBED IN QUITCLAIM DEEDS. RECORDED IN BOOK 2029, PAGE 183, OFFICIAL RECORDS, AND IN BOOK 2290, PAGE 239, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ANY PORTION THEREOF CONVEYED TO THE STATE OF CALIFORNIA, BY DEED RECORDED FEBRUARY 24, 1961, IN BOOK 5359, PAGE 490, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL OF THE MINERALS, INCLUDING AND WITHOUT LIMITATION, ALL THE OIL, GAS AND OTHER HYDROCARBON SUBSTANCES BUT EXCLUDING EXPLICITLY LIMESTONE AND WITHOUT ANY RIGHTS TO USE THE SURFACE OR THAT PORTION OF SAID LAND LYING WITHIN 500 FEET OF THE SURFACE, AND ALSO, THE RIGHT TO DRILL INTO AND THROUGH SAID LAND BELOW 500 FEET FROM THE SURFACE, AS RESERVED BY TEXICO PRODUCING INC., BY DEED RECORDED MARCH 2, 1987, INSTRUMENT NO. 87-66791, OFFICIAL RECORDS.

APN 0473-183-21

### **EXHIBIT "B"**

(Legal Description of the Property to be Conveyed to BUYER)

A portion of that part of the East half of the East half of Section 10, Township 5 North, Range 4 West, San Bernardino Meridian, said part being that parcel of land described in that document recorded March 2, 1987 as Instrument Number 1987-0066790, said portion being all of said part described as follows:

COMMENCING at the Northeast corner of said parcel of land per said Instrument Number 1987-0066790;

Thence along the East line of said parcel South 00°58'26" East a distance of 176.92 feet to the POINT OF BEGINNING;

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Thence South 27°34'34" West, a distance of 345.54 feet; Thence South 25°14'52" West, a distance of 242.57 feet; Thence South 34°32'05" West, a distance of 70.93 feet; Thence South 31°12'41" West, a distance of 244.19 feet; Thence South 36°09'02" West, a distance of 95.56 feet; Thence South 70°36'49" West, a distance of 59.37 feet; Thence South 46°45'50" West, a distance of 96.45 feet; Thence South 20°37'58" West, a distance of 114.06 feet;
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Thence South 20°37'58" West, a distance of 27.64 feet;

Thence South 45°41'06" West, a distance of 73.39 feet;

Thence South 21°26'22" West, a distance of 89.09 feet;

Thence South 13°22'02" West, a distance of 80.16 feet;

Thence South 26°26'58" West, a distance of 64.83 feet;

Thence South 17°17'57" West, a distance of 39.71 feet;

Thence South 27°43'09" West, a distance of 49.16 feet; Thence South 30°00'22" West, a distance of 137.88 feet;

Thence South 42°04'47" West, a distance of 123.40 feet;

Thence South 46°16'14" West, a distance of 79.26 feet;

Thence South 55°13'12" West, a distance of 24.62 feet;

Thence South 49°00'43" West, a distance of 92.15 feet;

Thence South 61°55'18" West, a distance of 64.90 feet;

Thence South 28°04'42" East, a distance of 68.39 feet to the beginning of a curve, concave northeasterly having a radius of 140.00 feet;

Thence southeasterly along said curve an arc distance of 199.77 feet through a central angle of 81°45'27";

Thence North 33°17'39" East, a distance of 84.02 feet;

Thence North 33°37'46" East, a distance of 330.05 feet;

Thence North 34°06'30" East, a distance of 475.90 feet;

Thence North 42°21'49" East, a distance of 91.38 feet;

Thence North 32°32'41" East, a distance of 644.21 feet;

Thence North 24°22'31" East, a distance of 207.21 feet to the said East line;

Thence North 00°58'26" West, a distance of 398.79 feet along said East line to the POINT OF BEGINNING.

Containing 8.90 acres (387,586 sq. ft.) more or less.

This legal description was prepared by me or under

My direction,

Ryan Hunsicker, P.L.S. #8302

Date: 05/28/2023

# **EXHIBIT "C"**

(Legal Description of the Access Easement Reservation Area)

COMMENCING at the Point of Beginning of the hereinbefore described parcel of land;

Thence along the northwesterly line of said parcel, South 27°34'34" West, a distance of 345.54 feet;

Thence continuing along said northwesterly line, South 25°14'52" West, a distance of 166.91 feet to the POINT OF BEGINNING of this access easement;

Thence also along said northwesterly line continuing South 25°14'52" West, a distance of 75.66 feet;

Thence along said northwesterly line South 34°32'05" West, a distance of 20.76 feet;

Thence leaving said northwesterly line South 59°21'05" East, a distance of 189.75 feet to the southeasterly line of the aforementioned parcel;

Thence along said southeasterly line North 32°32'41" East, a distance of 61.74 feet;

Thence continuing along the southeasterly line North 24°22'31" East, a distance 36.25 feet;

Thence leaving said southeasterly line North 59°51'12" West, a distance of 193.55 feet to said POINT OF BEGINNING.

CAL

Reserved Access Easement containing 0.43 acres (18,604 sq. ft.) more or less

This legal description	was prepared	by me or	under
My direction		-	

By:

Ryan Hunsicker, P.L.S. # 8302

Date: 05/28/2023

### **EXHIBIT "D"**

# Legal Description of SELLER's Activity Easement Reservation

A portion of that part of the East half of the East half of Section 10, Township 5 North, Range 4 West, San Bernardino Meridian, in San Bernardino County, State of California, according to the official plat thereof said part being a portion of that parcel of land described in that document recorded March 2, 1987 as Instrument Number 1987-0066790, official records of said county, said portion being all of said part described as follows:

COMMENCING at the Northeast corner of said parcel of land per said Instrument Number 1987-0066790, said corner being on the East line of said Section 10;

Thence South 00°58'26" East along the East line of said parcel a distance of 176.92 feet;

Thence South 27°34'34" West, a distance of 345.54 feet;

Thence South 25°14'52" West, a distance of 176.68 feet to the **POINT OF BEGINNING**;

Thence continuing South 25°14'52" West a distance of 65.90 feet;

Thence South 34°32'05" West, a distance of 70.93 feet;

Thence South 31°12'41" West, a distance of 244.19 feet;

Thence South 36°09'02" West, a distance of 95.56 feet;

Thence South 70°36'49" West, a distance of 59.37 feet;

Thence South 46°45'50" West, a distance of 96.45 feet;

Thence South 20°37'58" West, a distance of 114.06 feet;

Thence South 20°37'58" West, a distance of 27.64 feet;

Thence South 35°17'36" East, a distance of 2.85 feet;

Thence North 49°01'39" East, a distance of 83.85 feet to the beginning of a non-tangent curve, concave northwesterly, having a radius of 1092.03 feet and a radial bearing of South 41°49'23" East:

Thence northeasterly along said curve an arc distance of 194.74 feet through a central angle of 10°13'03" to a point of non-tangency;

Thence North 37°01'24" East a distance of 141.77 feet to the beginning of a non-tangent curve, concave northwesterly, having a radius of 800.55 feet and a radial bearing of South 53°12'33" East; Thence northerly along said curve an arc distance of 140.87 feet through a central angle of 10°04'57" to the beginning of a reverse curve, concave southeasterly and having a radius of 557.79 feet;

Thence northerly along said curve an arc distance of 139.81 feet through a central angle of 14°21'39" to a point of non-tangency;

Thence South 58°33'07" East a distance of 110.78 feet;

Thence South 32°33'35" West a distance of 228.76 feet to the beginning of a non-tangent curve, concave northwesterly, having a radius of 1117.00 feet and a radial bearing of North 56°56'15" West;

Thence southwesterly along said curve an arc distance of 51.36 feet through a central angle of 02°38'04" to a point of non-tangency;

Thence South 30°36'34" West a distance of 62.78 feet;

Thence South 38°32'10" West a distance of 141.57 feet;

Thence South 49°51'03" East a distance of 19.80 feet;

Thence South 30°36'34" West a distance of 54.06 feet to the beginning of a non-tangent curve, concave westerly, having a radius of 576.00 feet, and a radial bearing of South 59°31'18" East;

Thence southwesterly along said curve an arc distance of 151.61 feet through a central angle of 15°04'50" to the beginning of a reverse curve, concave southeasterly and having a radius of 497.00 feet;

Thence southerly along said curve an arc distance of 142.04 feet through a central angle of 16°22'31";

Thence South 32°50'30" West a distance of 544.26 feet to the beginning of a non-tangent curve, concave northwesterly, having a radius of 453.00 feet and a radial bearing of South 52°21'36" East;

Thence southwesterly along said curve an arc distance of 121.85 feet through a central angle of 15°24'41" to a point of non-tangency;

Thence South 37°48'36" East a distance of 59.09 feet;

Thence North 33°17'39" East a distance of 16.32 feet;

Thence North 33°37'46" East a distance of 330.05 feet;

Thence North 34°06'30" East a distance of 475.90 feet;

Thence North 42°21'49" East a distance of 91.38 feet;

Thence North 32°32'41" East a distance of 644.21 feet;

Thence North 24°22'31" East a distance of 27.02 feet;

Thence North 65°37'29" West a distance of 40.28 feet;

Thence South 70°57'24" West a distance of 31.83 feet;

Thence North 58°32'48" West a distance of 62.47 feet;

Thence North 08°03'00" West a distance of 31.83 feet;

Thence North 58°32'48" West a distance of 50.64 feet to the **POINT OF BEGINNING.** 

Containing 2.17 acres (94,681 sq. ft.) more or less.

This legal description was prepared by me or under My direction.

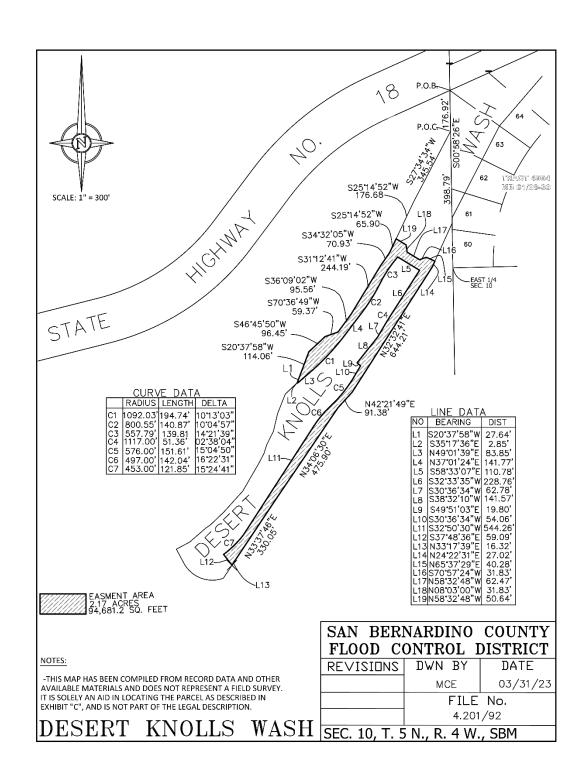
Ryan Hunsicker, P.L.S. #8302

Date: 05/28/2023



# EXHIBIT "D-1"

Plat of SELLER's Activity Easement Reservation



# **EXHIBIT "E"**

Access Bridge Design Plans -18-

# Plans Start on Next Page

# **EXHIBIT "F"**

Form of Grant Deed with Reservation of Easements

# **Recording Requested By:**

San Bernardino County Flood Control District

# When Recorded Mail Document and Tax Statement To:

San Bernardino County Flood Control District 825 E. Third Street, Room 140 San Bernardino, CA 92415-0835

Exempt recording per Gov. Code Sections 6103 and 27383

Project: Desert Knolls System No.: 4.201 Parcel No.: 92 Dept. Code: 11600

# GRANT DEED WITH RESERVATION OF EASEMENTS

D.P. No.: 4.200 APN: 0473-183-21 Date: March 29, 2023

The undersigned grantor(s) declare(s):
DOCUMENTARY TRANSFER TAX \$
computed on full value of property conveyed, or
computed on full value less liens and encumbrances remaining at the time of sale
Unincorporated Area City:

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, 17500 MANA ROAD LLC, a California Limited Liability Company, hereinafter referred to as "MANA", does hereby grant to the San Bernardino County Flood Control District, a body corporate and politic, hereinafter referred to as "District", the following described real property (hereinafter "Property"), in the County of San Bernardino, State of California, more particularly described in Exhibit "A", Legal Description, and shown on Exhibit "A-1", Plat, attached hereto and made a part hereof,

**RESERVING** unto **MANA** and its successors and assigns, for the benefit of and appurtenant to **MANA**'s adjacent real property, as the dominant tenement, containing approximately 89.31 acres improved with the educational facility currently known as the Academy for Academic Excellence, with an address of 17500 Mana Road, Apple Valley, CA 92307 (APN 0473-183-21), as more particularly described in the legal description attached hereto as **Exhibit "D**" (hereinafter "**MANA's Property**"), the following two (2) non-exclusive easements (collectively, the "**Easements**"):

- (1) a non-exclusive access easement located on a certain portion of the **Property**, more particularly described in **Exhibit "B"**, Legal Description, and shown on **Exhibit "B-1"**, Plat, attached hereto and made a part hereof (the "**Access Easement Area**") for pedestrian and vehicular access by **MANA** and its students to the portion of MANA's Property on the other side of the District Property (the "**Access Easement**"); and
- (2) a non-exclusive easement to access and use 2.20 acres of District access roads located on a certain portion of the **Property**, more particularly described in **Exhibit "C"**, Legal

2362874.3 14677.006

Description, and shown on **Exhibit "C-1"**, Plat, attached hereto and made a part hereof (the "**Activity Easement Area**") for physical education activities by **MANA**'s(the "**Activity Easement**"). The Access Easement Area and the Activity Easement Area are collectively referred to herein as the "**Easement Areas**").

# The Access Easement and Activity Easement are also subject to the following terms, conditions and restrictions:

- 1. <u>District Reservation of Rights</u>. The **District** reserves to itself and its successors and assigns a continuing superior right to use and make any improvements to the **Property**, without the right by **MANA** to claim compensation or damages.
- 2. <u>Improvements</u>. The **District** agrees to construct a pedestrian and vehicular culvert bridge and road over the **Property** in the **Access Easement Area** for use by **MANA** in connection with its Access Easement rights. **MANA** shall not make any improvements, change the existing grade, or otherwise modify the topography of the **Easement Areas** without prior written consent of the **District**, which the District may withhold in its sole discretion. If the **District** approves any such improvements or changes, **MANA** shall submit all plans for installation and construction or reconstruction of any improvements to the **District** for review and approval, which may be withheld in the **District's** sole discretion. **MANA** shall also obtain a permit from the **District** for any approved improvements within the **Easement Areas**, as applicable, and **MANA** shall be responsible for securing and maintaining all necessary permits and approvals from other appropriate local, state and federal agencies for its use of the **Easement Areas**, as applicable. **MANA** shall comply with all applicable laws and regulations concerning its use of the **Easement Areas**.

# 3. Maintenance.

- (a) Access Easement Area. The **District** shall be responsible for the repair, replacement, and maintenance of the access bridge below the deck of the access bridge, while **MANA** shall be responsible for the repair, replacement, and maintenance on or above the access bridge deck, including, but not limited to the road over the bridge. If either party believes that repair or maintenance of the **Access Easement Area** is advisable, necessary, or required, by the other party, such party shall provide written notice to the other party specifying the subject repair or maintenance work. The notified party shall timely and diligently perform or complete the repair and maintenance work set forth in such notice.
- (b) <u>Activity Easement Area</u>. The parties acknowledge that the **Activity Easement** Area is a dirt access road for the **District** to access and maintain the **Property**. **MANA** shall keep the **Activity Easement Area** free of weeds and debris.
- 4. <u>Use of Access Easement Area</u>. The **Access Easement Area** shall only be used by **MANA** for access purposes to the **MANA Property** located on the other side of the **District Property**, and for no other purposes. The **Access Easement** shall automatically terminate if the **MANA** Property abutting each side of the **Access Easement** is no longer under common ownership.
- 5. <u>Use of Activity Easement Area</u>. The **Activity Easement Area** shall only be used by **MANA** for physical education activities only and for no other purposes. The **Activities Easement** shall automatically terminate if the **MANA Property** is no longer used for educational purposes.

- 6. <u>Easement Closures</u>. The **District** may temporarily close off the **Access Easement Area** and **Activity Easement Area** (or portions thereof) to **MANA** at any time and for any reason and excepting emergencies, shall give **MANA** at least 48 hours prior notice of any planned closure to the extent reasonably possible, or as soon as possible thereafter.
- 7. <u>District Grant of Additional Rights</u>. The **District** may grant further permits, agreements, licenses, leases, easements, reservations, restrictions, terms, conditions, covenants, encumbrances, liens, or other rights over the **Easement Areas** (or portions thereof) for the benefit of other entities not parties to this grant, provided that such further grants do not materially and adversely interfere with **MANA's** use of the **Easement Areas**, as determined by the **District** in its sole discretion.
- 8. <u>Damages</u>. MANA shall be responsible for any damage caused by its use and use by MANA's representatives, employees, agents, contractors, subcontractors, volunteers, enrollees, licensees and invitees (collectively, the "MANA Parties") of the Easement Areas and MANA shall promptly repair to District's reasonable satisfaction all such damage at MANA's sole expense.
- 9. Obstruction of Easement Areas. District shall at all times have free and clear access through and over the Easement Areas, and MANA shall not park vehicles within the Easement Areas, nor permit any portion of the Easement Areas to be blocked off or obstructed in any manner, except temporarily during periods of MANA's construction and/or maintenance of the Easement Areas as approved by District in its sole discretion.
- 10. <u>Indemnification</u>. **MANA** agrees to indemnify, defend (with counsel reasonably approved by **District**) and hold harmless the **District**, **San Bernardino County** and their authorized officers, employees, agents and volunteers ("District Indemnitees") from any and all claims, actions, losses, damages, and/or liability arising out of use of the **Easements** by the **MANA Parties**, including the acts, errors or omissions of any person and for any costs or expenses incurred by the **District** on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of **District Indemnitees**. The **MANA** indemnification obligation applies to **District Indemnitees**' "active" as well as "passive" negligence but does not apply to **District Indemnitees**' "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
- 11. <u>Insurance</u>. **MANA** agrees to comply with the following insurance requirements (for the purpose of this paragraph, **District** shall be deemed to include the **County of San Bernardino**):
- A. Additional Insured All policies, except for the Workers' Compensation policy, shall contain endorsements naming the **District** and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of this easement. The additional insured endorsements shall not limit the scope of coverage for the **District** to vicarious liability but shall allow coverage for the **District** to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
- B. Waiver of Subrogation Rights MANA shall require the carriers of required coverages to waive all rights of subrogation against the **District**, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit MANA and MANA's employees or agents from waiving the right of subrogation prior to a loss or claim. MANA hereby waives all rights of subrogation against the **District**.

- C. Policies Primary and Non-Contributory All policies required herein are to be primary and noncontributory with any insurance or self-insurance programs carried or administered by the **District**.
- D. Severability of Interests MANA agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between MANA and the **District** or between the **District** and any other insured or additional insured under the policy.
- E. Proof of Coverage MANA shall furnish Certificates of Insurance to District evidencing the insurance coverage, including endorsements, as required, prior to MANA's execution of this document, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to District, and MANA shall maintain such insurance throughout the term of the easements. Within fifteen (15) days of recordation of this Grant Deed, MANA shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
- F. Acceptability of Insurance Carrier Unless otherwise approved by the San Bernardino County Department of Risk Management (hereinafter "Risk Management"), insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".
- G. Deductibles and Self-Insured Retention Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
- H. Failure to Procure Coverage In the event that any policy of insurance required under this easement does not comply with the requirements, is not procured, or is canceled and not replaced, the **District** has the right but not the obligation or duty to obtain insurance if it deems necessary and any premiums paid by the **District** will be promptly reimbursed by **MANA**.
- I. Insurance Review Insurance requirements are subject to periodic review by the **District**. **District's** Director of Risk Management or designee is authorized, but not required, to increase, reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or needed, or not needed, to protect the interests of the **District**. In addition, if Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the **District**, inflation, or any other item reasonably related to the **District's** risk.
- J. Any failure, actual or alleged, on the part of the **District** to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the **District**.
- K. MANA agrees to provide insurance set forth in accordance with the requirements herein. If MANA uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, MANA agrees to amend, supplement or endorse the

existing coverage to do so. The type(s) of insurance required is determined by the scope of the easements.

- L. Without in any way affecting the indemnity herein provided and in addition thereto, **MANA** shall secure and maintain throughout the duration of the easements the following types of insurance with limits as shown:
- (1) Workers' Compensation/Employers Liability A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of **MANA** and all risks to such persons under these easements.

If **MANA** has no employees, it may certify or warrant to the **District** that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the **District's** Director of Risk Management.

With respect to grantees that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- (2) Commercial/General Liability Insurance MANA shall carry General Liability Insurance covering all operations performed by or on behalf of MANA providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
  - (a) Premises operations and mobile equipment.
  - (b) Products and completed operations.
  - (c) Broad form property damage (including completed operations).
  - (d) Explosion, collapse and underground hazards.
  - (e) Personal injury
  - (f) Contractual liability.
  - (g) \$2,000,000 general aggregate limit.
- (3) Automobile Liability Insurance Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence. If MANA is transporting one or more non-employee passengers in MANA's use of the Access Easement Property and/or Access Roads Easement Property, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence. If MANA owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.
- (4) Umbrella Liability Insurance An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

(5) Environmental Liability Insurance with a combined single limit of not less than five million (\$5,000,000) per claim or occurrence. The required additional insured endorsement shall protect **District** without any restrictions.

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date the easements were signed by **District**. The claims made insurance shall be maintained or "tail" coverage provided throughout the duration of the easements and for a minimum of five (5) years after termination of these easements.

- (6) Subcontractor Insurance Requirements. MANA agrees to require all parties, including (but not limited to) subcontractors, architects, or others it hires or contracts with related to the repair, maintenance, replacement of the access bridge or any other work performed by or on behalf of MANA within the Access Easement Property and/or Access Roads Easement Property to provide insurance covering the contracted operation with the same policies and provisions required of MANA in these easements and with builder's risk property insurance, providing all risk, including theft coverage for all property and materials to be used for or related to the access bridge and said insurance policies shall not have any coinsurance penalty. All policies required under this provision shall include waiver of subrogation rights against District and shall name District as an additional insured. MANA agrees to monitor and review all such coverage and assumes all responsibility ensuring that such coverage is provided as required herein.
- 12. <u>Default</u>. In the event of MANA's default of the terms, conditions and/or restrictions set forth herein, **District** shall give written notice to MANA of the same. Except in the case of the emergency as determined by **District** in its sole discretion, MANA shall have thirty (30) calendar days from the date of the **District's** notice to cure the default. If MANA, within thirty (30) calendar days from the date of the **District's** notice to cure the default (except in the case of an emergency as determined by **District** in its sole, reasonable discretion), commences the elimination of such default and continuously and diligently proceeds in good faith to eliminate such default, then the period for correction shall be extended for such length of time as is reasonably necessary to complete such correction. In the event MANA fails to cure the default within the time prescribed herein, **District** has the right but not the obligation to cure said default at the sole expense of MANA, or MANA's successors and assigns, and without liability to **District** for loss thereof. MANA and MANA's successors and assigns agree to pay **District** on demand all expenses incurred by **District** in curing such default of MANA. In addition, **District** may pursue all other remedies available to it at law or in equity and such remedies shall be cumulative.
- 13. <u>Covenants Running With the Land</u>. The **Easements** are granted for the benefit of and are appurtenant to **MANA's Property**, as the dominant tenement, and shall burden the **District's Property**, as the servient tenement. In accordance with California Civil Code Section 1468, the Easements shall run with the land and may not be assigned or transferred separate or apart from the properties which it burdens and/or benefits. The Easements shall be binding upon and shall benefit the successors of **District** and **MANA**, as owners of their respective properties.
- 14. Governance. This grant shall be governed by the laws of the State of California.
- 15. <u>Amendments</u>. This grant may only be amended by a writing executed by both **District** and **MANA** and recorded in the Official Records of the County of San Bernardino.
- 16. <u>Attorneys' Fees</u>. If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party.

This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto and payable under paragraph 10 above.

- 17. <u>No Waiver</u>. No waiver with respect to any provision of the Easements shall be effective unless in writing and signed by the party against whom it is asserted or shall be construed as a waiver of any subsequent breach or failure of the same term or condition, or as a waiver of any other provision of the Easements.
- 18. <u>Counterparts</u>. This Grant Deed with Reservation of Easements may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF **District** and **MANA** have executed this Grant Deed with Reservation of Easements, the day and year written below and have agreed to be bound by the terms and provisions hereof.

	<b>DISTRICT</b> : San Bernardino County Flood Control District
	By:
	Name: Dawn Rowe
	Title: Chair, Board of Supervisors
	Date:
<b>MANA:</b> 17.	500 MANA ROAD LLC, a California Limited Liability Company
	By:
	Name:
	Title:
	Date:

### **EXHIBIT "A"**

# (Legal Description of the Property)

A portion of that part of the East half of the East half of Section 10, Township 5 North, Range 4 West, San Bernardino Meridian, said part being that parcel of land described in that document recorded March 2, 1987 as Instrument Number 1987-0066790, said portion being all of said part described as follows:

COMMENCING at the Northeast corner of said parcel of land per said Instrument Number 1987-0066790;

Thence South 27°34'34" West, a distance of 345.54 feet;

Thence along the East line of said parcel South 00°58'26" East a distance of 176.92 feet to the POINT OF BEGINNING;

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Thence South 25°14'52" West, a distance of 242.57 feet;
Thence South 34°32'05" West, a distance of 70.93 feet;
Thence South 31°12'41" West, a distance of 244.19 feet;
Thence South 36°09'02" West, a distance of 95.56 feet;
Thence South 70°36'49" West, a distance of 59.37 feet;
Thence South 46°45'50" West, a distance of 96.45 feet;
Thence South 20°37'58" West, a distance of 114.06 feet;
Thence South 20°37'58" West, a distance of 27.64 feet;
Thence South 45°41'06" West, a distance of 73.39 feet;
Thence South 21°26'22" West, a distance of 89.09 feet;
Thence South 13°22'02" West, a distance of 80.16 feet;
Thence South 26°26'58" West, a distance of 64.83 feet;
Thence South 17°17'57" West, a distance of 39.71 feet;
Thence South 27°43'09" West, a distance of 49.16 feet;
Thence South 30°00'22" West, a distance of 137.88 feet;
Thence South 42°04'47" West, a distance of 123.40 feet;
Thence South 46°16'14" West, a distance of 79.26 feet;
Thence South 55°13'12" West, a distance of 24.62 feet;
Thence South 49°00'43" West, a distance of 92.15 feet;
Thence South 61°55'18" West, a distance of 64.90 feet;
Thence South 28°04'42" East, a distance of 68.39 feet to the beginning of a curve, concave
northeasterly having a radius of 140.00 feet;
Thence southeasterly along said curve an arc distance of 199.77 feet through a central angle of
81°45'27";
Thence North 33°17'39" East, a distance of 84.02 feet;
Thence North 33°37'46" East, a distance of 330.05 feet;
Thence North 34°06'30" East, a distance of 475.90 feet;
Thence North 42°21'49" East, a distance of 91.38 feet;
Thence North 32°32'41" East, a distance of 644.21 feet;
```

Thence North 24°22'31" East, a distance of 207.21 feet to the said East line;

Thence North 00°58'26" West, a distance of 398.79 feet along said East line to the POINT OF BEGINNING.

PLS No. 8302

OF CAL

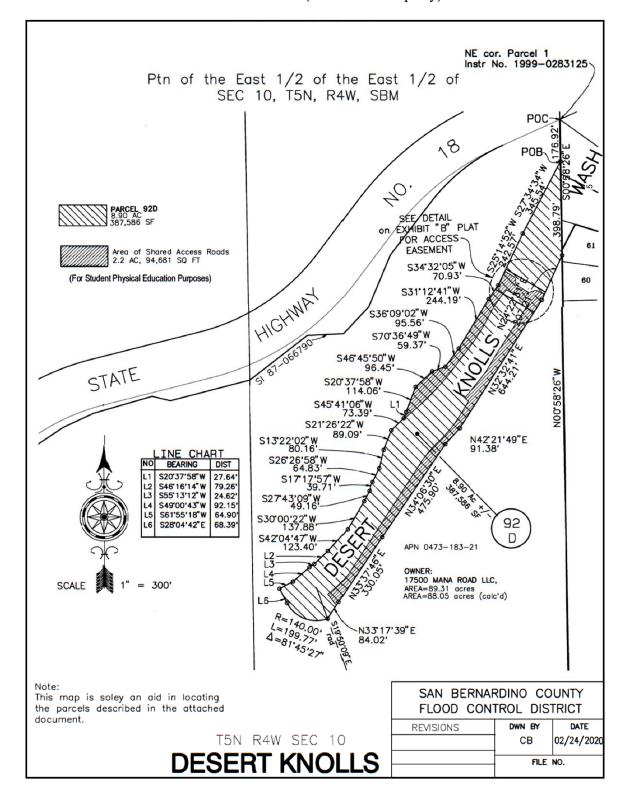
Containing 8.90 acres (387,586 sq. ft.) more or less.

This legal description was prepared by me or under

My direction,

By: Ryan Hunsicker, P.L.S. # 8302 Date: 05/28/2023

# **EXHIBIT "A-1" (Plat** of the Property)



# **EXHIBIT "B"**

(Legal Description of the Access Easement Area)

COMMENCING at the Point of Beginning of the hereinbefore described parcel of land;

Thence along the northwesterly line of said parcel, South 27°34'34" West, a distance of 345.54 feet; Thence continuing along said northwesterly line, South 25°14'52" West, a distance of 166.91 feet to the POINT OF BEGINNING of this access easement;

Thence also along said northwesterly line continuing South 25°14'52" West, a distance of 75.66 feet; Thence along said northwesterly line South 34°32'05" West, a distance of 20.76 feet;

Thence leaving said northwesterly line South 59°21'05" East, a distance of 189.75 feet to the southeasterly line of the aforementioned parcel;

Thence along said southeasterly line North 32°32'41" East, a distance of 61.74 feet;

Thence continuing along the southeasterly line North 24°22'31" East, a distance 36.25 feet;

Thence leaving said southeasterly line North 59°51'12" West, a distance of 193.55 feet to said POINT OF BEGINNING.

PLS No. 8302

OF CAL

Reserved Access Easement containing 0.43 acres (18,604 sq. ft.) more or less

This legal description was prepared by me or under

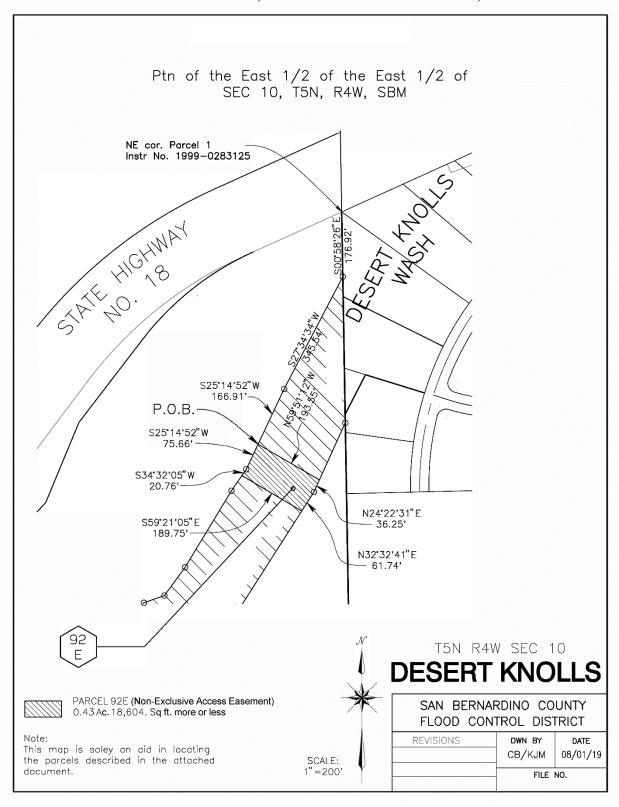
My direction,

By:

Ryan Hunsicker, P.L.S. # 8302

Date: 05/28/2023

**EXHIBIT "B-1"** (Plat of the Access Easement Area)



## **EXHIBIT "C"**

# Legal Description of the Activity Easement Reservation

A portion of that part of the East half of the East half of Section 10, Township 5 North, Range 4 West, San Bernardino Meridian, in San Bernardino County, State of California, according to the official plat thereof said part being a portion of that parcel of land described in that document recorded March 2, 1987 as Instrument Number 1987-0066790, official records of said county, said portion being all of said part described as follows:

COMMENCING at the Northeast corner of said parcel of land per said Instrument Number 1987-0066790, said corner being on the East line of said Section 10;

Thence South 00°58'26" East along the East line of said parcel a distance of 176.92 feet;

Thence South 27°34'34" West, a distance of 345.54 feet;

Thence South 25°14'52" West, a distance of 176.68 feet to the **POINT OF BEGINNING**;

Thence continuing South 25°14'52" West a distance of 65.90 feet;

Thence South 34°32'05" West, a distance of 70.93 feet;

Thence South 31°12'41" West, a distance of 244.19 feet;

Thence South 36°09'02" West, a distance of 95.56 feet;

Thence South 70°36'49" West, a distance of 59.37 feet;

Thence South 46°45'50" West, a distance of 96.45 feet;

Thence South 20°37'58" West, a distance of 114.06 feet;

Thence South 20°37'58" West, a distance of 27.64 feet;

Thence South 35°17'36" East, a distance of 2.85 feet;

Thence North 49°01'39" East, a distance of 83.85 feet to the beginning of a non-tangent curve, concave northwesterly, having a radius of 1092.03 feet and a radial bearing of South 41°49'23" East; Thence northeasterly along said curve an arc distance of 194.74 feet through a central angle of 10°13'03" to a point of non-tangency;

Thence North 37°01'24" East a distance of 141.77 feet to the beginning of a non-tangent curve, concave northwesterly, having a radius of 800.55 feet and a radial bearing of South 53°12'33" East; Thence northerly along said curve an arc distance of 140.87 feet through a central angle of 10°04'57" to the beginning of a reverse curve, concave southeasterly and having a radius of 557.79 feet; Thence northerly along said curve an arc distance of 139.81 feet through a central angle of 14°21'39" to a point of non-tangency;

Thence South 58°33'07" East a distance of 110.78 feet;

Thence South 32°33'35" West a distance of 228.76 feet to the beginning of a non-tangent curve, concave northwesterly, having a radius of 1117.00 feet and a radial bearing of North 56°56'15" West; Thence southwesterly along said curve an arc distance of 51.36 feet through a central angle of 02°38'04" to a point of non-tangency;

Thence South 30°36'34" West a distance of 62.78 feet;

Thence South 38°32'10" West a distance of 141.57 feet;

Thence South 49°51'03" East a distance of 19.80 feet;

Thence South 30°36'34" West a distance of 54.06 feet to the beginning of a non-tangent curve, concave westerly, having a radius of 576.00 feet, and a radial bearing of South 59°31'18" East; Thence southwesterly along said curve an arc distance of 151.61 feet through a central angle of 15°04'50" to the beginning of a reverse curve, concave southeasterly and having a radius of 497.00 feet:

Thence southerly along said curve an arc distance of 142.04 feet through a central angle of 16°22'31";

Thence South 32°50'30" West a distance of 544.26 feet to the beginning of a non-tangent curve, concave northwesterly, having a radius of 453.00 feet and a radial bearing of South 52°21'36" East; Thence southwesterly along said curve an arc distance of 121.85 feet through a central angle of 15°24'41" to a point of non-tangency;

Thence South 37°48'36" East a distance of 59.09 feet;

Thence North 33°17'39" East a distance of 16.32 feet;

Thence North 33°37'46" East a distance of 330.05 feet;

Thence North 34°06'30" East a distance of 475.90 feet;

Thence North 42°21'49" East a distance of 91.38 feet;

Thence North 32°32'41" East a distance of 644.21 feet;

Thence North 24°22'31" East a distance of 27.02 feet;

Thence North 65°37'29" West a distance of 40.28 feet;

Thence South 70°57'24" West a distance of 31.83 feet;

Thence North 58°32'48" West a distance of 62.47 feet;

Thence North 08°03'00" West a distance of 31.83 feet;

Thence North 58°32'48" West a distance of 50.64 feet to the **POINT OF BEGINNING.** 

Containing 2.17 acres (94,681 sq. ft.) more or less.

This legal description was prepared by me or under

My direction,

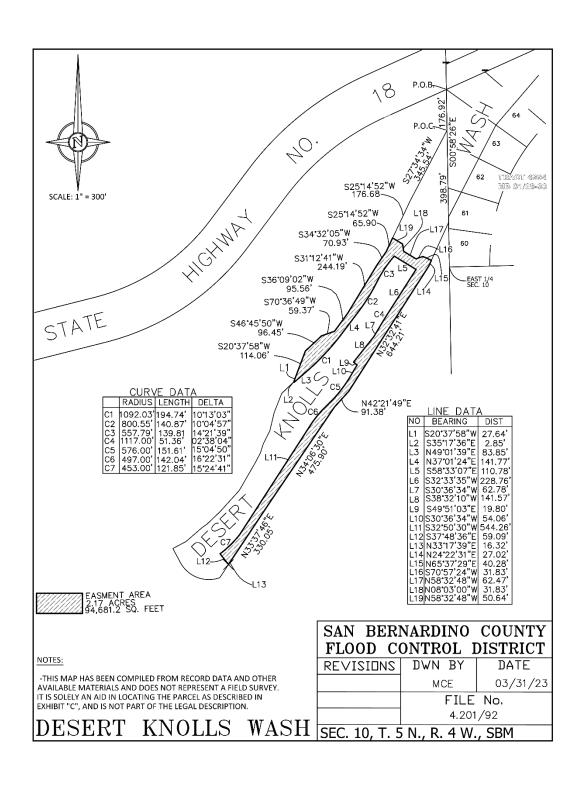
Ryan Hunsicker, P.L.S. # 8302

Date: 05/28/2023



## EXHIBIT "C-1"

Plat of the Activity Easement Reservation



# **EXHIBIT "D"**

(Legal Description for the Adjacent Real Property, MANA's Property, as the dominant tenement, containing approximately 89.31 acres improved with the educational facility currently known as the Academy for Academic Excellence, with an address of 17500 Mana Road, Apple Valley, CA 92307 (APN 0473-183-21))

RESTATED AS RECORDED IN GRANT DEED TO 17500 MANNA ROAD, A CALIFORNIA LIMITED LIABILITY CORPORATION, RECORDED FEBRUARY 02, 2020, UNDER DOCUMENT NUMBER 2020-005949, OFFICIAL RECORDS.

THAT PORTION OF THE EAST 1/2 OF THE EAST 1/2 OF SECTION 10, TOWNSHIP 5 NORTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND ON FILE IN THE DISTRICT LAND OFFICE, LYING SOUTHERLY OF THE SOUTHERLY LINE OF STATE HIGHWAY.

EXCEPTING THEREFROM ANY PORTIONS THEREOF LYING WITHIN THOSE PARCELS OF LAND CONVEYED TO THE STATE OF CALIFORNIA FOR PUBLIC HIGHWAY AS DESCRIBED IN THAT CERTAIN DEED FROM APPLETON LAND, EATER AND POWER COMPANY, RECORDED JANUARY 23, 1948, IN BOOK 2111, PAGE 432, OFFICIAL RECORDS. SAID PAREL OF LAND BEING ALSO DESCRIBED IN QUITCLAIM DEEDS. RECORDED IN BOOK 2029, PAGE 183, OFFICIAL RECORDS, AND IN BOOK 2290, PAGE 239, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ANY PORTION THEREOF CONVEYED TO THE STATE OF CALIFORNIA, BY DEED RECORDED FEBRUARY 24, 1961, IN BOOK 5359, PAGE 490, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL OF THE MINERALS, INCLUDING AND WITHOUT LIMITATION, ALL THE OIL, GAS AND OTHER HYDROCARBON SUBSTANCES BUT EXCLUDING EXPLICITLY LIMESTONE AND WITHOUT ANY RIGHTS TO USE THE SURFACE OR THAT PORTION OF SAID LAND LYING WITHIN 500 FEET OF THE SURFACE, AND ALSO, THE RIGHT TO DRILL INTO AND THROUGH SAID LAND BELOW 500 FEET FROM THE SURFACE, AS RESERVED BY TEXICO PRODUCING INC., BY DEED RECORDED MARCH 2, 1987, INSTRUMENT NO. 87-66791, OFFICIAL RECORDS.

# SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT



PLANS FOR CONSTRUCTION ON

### DESERT KNOLLS WASH PHASE III

WORK ORDER NO. F01854

LOCATED IN THE TOWN OF APPLE VALLEY OF THE COUNTY OF SAN BERNARDINO

# VICTORVILLE PROJECT AREA SOUTH B. SOUTH B.

#### REFERENCES:

#### BASIS OF BEARING

BASED ON STATIC GPS TIES TO SAN BERNARDINO COUNTY GPS CONTROL POINTS "6023" & "20038", CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE V, NAD83, EPOCH 1992.88.
BEING N82'24'36.91" W

#### BENCH MARKS

FD 2" BRASS CAP STAMPED 'BM 705-107 S.B.CO. 1968' IN CONCRETE SIDEWALK @ SW CORNER S.H.18 & KASOTA RD PER SPSN 01497 & CSFB 4186/780. ELEVATION = 2820.992' (NAVD 1929)

#### GENERAL NOTES:

- 1 ALL COORDINATES AND BEARING SHOWN ARE BASED ON GROUND COORDINATES
- 2 ALL DISTANCES SHOWN ON THESE DRAWINGS ARE GROUND DISTANCES
- 3 SEE "SPECIAL PROVISIONS" FOR ADDITIONAL CONSTRUCTION INFORMATION & DETAILS.
- 4 IN GENERAL, ALL MATERIALS & CONSTRUCTION METHODS SHALL CONFORM TO THE 2018 EDITION STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS" AND "STANDARD PLANS" UNLESS OTHERWISE SPECIFIED.
- 5 THESE PLANS DEPICT ALL ACTIVE UTILITIES KNOWN BY THE DISTRICT TO EXIST AT THIS TIME. LOCATIONS ARE APPROXIMATE & SHALL BE CONFIRMED BY THE CONTRACTOR PRIOR TO ANY EXCAVATION. OPERATORS OF OVERHEAD UTILITIES SHALL BE NOTIFIED BY THE CONTRACTOR AT LEAST TWO WORKING DAYS PRIOR TO START OF CONSTRUCTION.
- 6 THE CONTRACTOR SHALL CALL "UNDERGOUND SERVICE ALERT", 1-800-227-2600 AT LEAST 48 HOURS IN ADVANCE OF ANY WORK WITHIN THE PROJECT AREA TO ALLOW UTILITY OPERATORS TO CHECK & MARK LOCATIONS OF EXISTING FACILITIES.

APPROVED BY:

BRENDON BIGGS, CHIEF FLOOD CONTROL ENGINEER, R.C.E. C57127 DATE

DAVID DOUBLET, ASST. DIRECTOR OF PUBLIC WORKS, R.C.E. 61291

DATE

PROJECT LOCATION MAP

#### INDEX SHEET

- COVER SHEET
- INDEX, CONSTRUCTION NOTES, LEGEND OF MAP SYMBOLS, STANDARD PLANS & ABBREVIATIONS
- GENERAL GRADING PLAN & PROFILE
- SURVEY MAP/GEOMETRY CONTROL, STA 12+00.00 TO STA 26+10.00
- SURVEY MAP/GEOMETRY CONTROL, STA 26+10.00 TO STA 39+29.14
- PLAN, PROFILE & TYPICAL SECTION, STA 12+00.00 TO STA 22+00.00
- PLAN, PROFILE & TYPICAL SECTION, STA 22+00.00 TO STA 31+00.00
- PLAN, PROFILE & TYPICAL SECTION, STA 31+00.00 TO STA 39+29.14
- DETAILS CHANNEL SECTIONS, PROFILES, GRADE CONTROL STRUCTURES & CUT-OFF WALL
- DETAILS CABLE RAILING (REMOVABLE PROTECTIVE BARRIERS)
- 11 DETAILS PARKWAY CROSSING
- 12 DETAILS BOX WARPED WINGWALLS, PARAPET, CUT-OFF WALLS & SLOPE APRON
- 13 SPECIAL DRAWING I (BOUNDARY FENCING, 6' CHAIN LINK FENCE)
- 14 SPECIAL DRAWING II (CHANNEL WALL FENCING, 6' CHAIN LINK FENCE)

#### CONSTRUCTION NOTES:

(1) PROTECT-IN-PLACE

PROFILE AND SECTION

- (2) REMOVE AND DISPOSE ABANDONED SEWER LINES. MANHOLES AND ITS APPURTENANCES
- $\stackrel{\frown}{3}$  construct concreted rock cut-off wall, 1/4 ton rock, method 'a' placement, full grout penetration per details on sheet no. 9
- (4) INSTALL 4.0' HIGH CABLE RAILING WITH STEEL POSTS AS REMOVABLE PROTECTION BARRIERS PER PLAN, SECTION AND DETAILS ON SHEET NO. 10
- (5) CONSTRUCT TRAPEZOIDAL CHANNEL UTILIZING NATURAL ROCK MATERIAL ON THE NORTH SIDESLOPE (1:1); 1/4 TON CONCRETED ROCK SLOPE PROTECTION (CRSP) ON SOUTH SIDESLOPE (2:1), 3.3' THICK, METHOD 'A' PLACEMENT, FULL GROUT PENETRATION; AND EARTH INVERT; PER PLAN.
- (6) INSTALL 6.0' HIGH CHAIN LINK CHANNEL FENCE PER PLAN AND S.B.C.F.C.D. SPEC. DWG. II
- (7) CONSTRUCT 30.0' WIDE DRIVEABLE CONCRETED ROCK ACCESS RAMP PER PLAN, PROFILE AND DETAILS ON SHEET 6
- (8) INSTALL 30.0' WIDE DOUBLE DRIVE PIPE GATE PER PLAN AND S.B.C.F.C.D. STD. DWG. S.P. 209
- 9 CONSTRUCT 30.0' 20.0' WIDE ACCESS ROAD APPROACH TO ACCESS RAMP, PER PLAN
- (10) INSTALL 4.0' HIGH STEEL POSTS BOLLARDS PER PLAN, DETAILS ON SHEET 6 (TOTAL=2)
- (1) CONSTRUCT 20.0' WIDE ACCESS ROAD, PER PLAN AND SECTION
- (2) CONSTRUCT 1 TON LOOSE ROCK SPLASH PAD, 8.0' THICK, METHOD 'A' PLACEMENT, PER PLAN, PROFILE AND SECTION
- (3) CONSTRUCT 1/4 TON CONCRETED ROCK SLOPE PROTECTION (CRSP), GRADE CONTROL STRUCTURE 3.3' THICK, METHOD 'A' PLACEMENT, FULL GROUT PENETRATION, PER PLAN, PROFILE AND SECTION
- (4) CONSTRUCT TRAPEZOIDAL CHANNEL, 1/4 TON CONCRETED ROCK SLOPE PROTECTION (CRSP), SIDE SLOPES (2:1), 3.3' THICK, METHOD 'A' PLACEMENT, FULL GROUT PENETRATION; EARTH INVERT; PER PLAN, PROFILE AND SECTION
- (15) CONSTRUCT MAINTENANCE TURN-AROUND AREA PER PLAN
- (16) CONSTRUCT 30.0' 20.0' WIDE ACCESS ROAD APPROACH TO TURN-AROUND AREA, PER PLAN
- (7) CONSTRUCT 20.0' WIDE DRIVEABLE CONCRETED ROCK ACCESS RAMP PER PLAN, PROFILE AND DETAILS
- (8) INSTALL 20.0' WIDE DOUBLE DRIVE CHAIN LINK GATE PER PLAN AND S.B.C.F.C.D. SPECIAL DRAWING I
- (19) REMOVE AND DISPOSE OR REUSE SUITABLE CLASS ROCKS
- DO BREAK REMOVE AND DISPOSE EXISTING CONCRETE SLAB
- (CONSTRUCT 40.0 L.F., CAST-IN-PLACE 6-CELLS REINFORCED CONCRETE BOX (RCB) 10.0' SPAN X 5.0' RISE, PER CALTRANS STD. D81 & D82 AND DETAILS ON SHEET 11
- 22 CONSTRUCT CONCRETE CUT-OFF WALL, 5.0' DEEP PER PLAN AND DETAILS ON SHEET 12
- (3) CONSTRUCT BOX CULVERT HEADWALL/PARAPET WALL PER PLAN, AND DETAILS ON SHEET 12
- (24) CONSTRUCT BOX CULVERT STRAIGHT WINGWALLS PER PLAN. AND CALTRANS STD. D84
- (5) PLACE NATIVE FILL ON TOP OF REINFORCED CONCRETE BOX (RCB) AND ITS SURROUNDING AND GRADE TO DRAIN PER PLAN
- (E) INSTALL MIDWEST GUARDRAIL SYSTEM STANDARD RAILING SECTION (WOOD POST WITH WOOD BLOCK) ON BOTH SIDES OF PARKWAY CROSSING, (TOTAL 235 L.F.) PER PLAN AND CALTRANS STD. A77L1
- (7) CONSTRUCT BOX CULVERT WARPED WINGWALLS PER PLAN, DETAILS ON SHEET 12 AND CALTRANS
- 28 CONSTRUCT CONCRETE APRON WITH CUT-OFF WALL, 5.0' DEEP PER PLAN AND DETAILS ON SHEET 12 (29) INSTALL 6.0' HIGH CHAINLINK BOUNDARY FENCE PER PLAN AND S.B.C.F.C.D. SPEC. DWG. I
- (30) REMOVE AND DISPOSE DOUBLE DRIVE CHAIN LINK GATE
- (31) REMOVE AND DISPOSE EXISTING BOUNDARY CHAINLINK FENCE PER PLAN
- (32) REMOVE AND DISPOSE EXISTING CORRUGATED STEEL PIPE (CSP)
- (33) BREAK, REMOVE AND DISPOSE OR REUSE SUITABLE CLASS CONCRETED ROCK SLOPE PROTECTION

#### LEGEND OF MAP SYMBOLS FOR GRADING PLANS

#### -----X----- CHAIN LINK FENCE, PROPOSED CHAIN LINK DOUBLE DRIVE GATE - - sce - - sce - - ELECTRICAL LINES ----- EXISTING GROUND IN PROFILE EXISTING MAJOR CONTOUR LINES ----- LIMIT OF GRADING GUARD RAIL WITH WOOD POST AND BLOCK MATCH LINE PIPE GATE ) POWER POLE PROPOSED MAJOR CONTOUR LINES PROPOSED MINOR CONTOUR LINES RIGHT-OF-WAY/PROPERTY LINES SBCFCD SIGNS \_\_\_\_ \_\_ SENERLINE \_\_\_ \_\_ SEWER LINES S SEWER MANHOLES STEEL POSTS, BOLLARDS STEEL POSTS WITH CABLE RAILING BARRIER TREE OR BUSH WATER SURFACE/HYDRAULIC GRADE LINE, IN PROFILE 1/4 TON CLASS CONCRETED ROCK 1-TON CLASS LOOSE ROCK BACKFILL 90% COMPACTED NATIVE EXCAVATION FILL, 90% COMPACTED NATIVE NATIVE EARTH STRUCTURAL BACKFILL, 95% COMPACTION

#### STANDARD PLANS

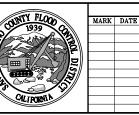
STD. NO.	<u>DESCRIPTION</u>
CALTRANS	
A77L1	MIDWEST GUARDRAIL SYSTEM STANDARD RAILING SECTION (WOOD POST WITH WOOD BLOCK)
A77M1	MIDWEST GUARDRAIL SYSTEM STANDARD HARDWARE
A77N1	MIDWEST GUARDRAIL SYSTEM WOOD POST AND WOOD BLOCK DETAILS
A77N3	MIDWEST GUARDRAIL SYSTEM TYPICAL LINE POST EMBEDMENT AND HINGE POINT OFFSET DETAILS
D81	CAST-IN-PLACE REINFORCED CONCRETE DOUBLE BOX CULVERT
D82	CAST-IN-PLACE REINFORCED CONCRETE BOX CULVERT MISCELLANEOUS DETAILS
D84	BOX CULVERT WINGWALLS
D86A	BOX CULVERT WARPED WINGWALLS
S.B.C.F.C.D.	
S.P. 209	PIPE GATE (HORIZONTAL OPENING)
SPEC. DWG. I	6.0' CHAIN LINK BOUNDARY FENCE & GATE

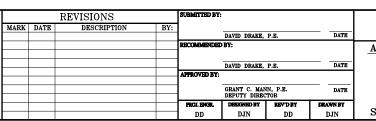
6.0' CHAIN LINK CHANNEL FENCE & GATE

#### ABBREVIATIONS:

AB	AGGREGATE BASE
AC	ASPHALT CONCRETE
APPROX	APPROXIMATE
AVE	AVENUE
BC	BEGIN CURVE
BVC	BEGIN VERTICAL CURVE
CFS CHAN CL CONC CRSP	CUBIC FEET PER SECOND CHANNEL CENTERLINE, CONTROL LINE CONCRETE CONCRETED ROCK SLOPE PROTECTION
DDG (20')	DOUBLE DRIVE GATE (20' CLEAR OPENING)
DS	DOWNSTREAM
E EC EL, ELEV E'LY EVC EW EX, EXIST	EAST, EASTING END CURVE LEVATION EASTERLY END VERTICAL CURVE EAST WALL EXISTING
FB	FREEBOARD
FG	FINISH GRADE
FL	FLOW LINE
FPS	FEET PER SECOND
FS	FINISH SURFACE
GB	GRADE BREAK
GP	METAL GUARD POST
GR	GRADE
H, HT	HEIGHT
HP	HIGH POINT
HGL	HYDRAULIC GRADE LINE
IE INV	INVERT ELEVATION INVERT
L LAT LF LOL LONG LP LT	LENGTH LATERAL LINEAR FEET LAYOUT LINE LONGTUDINAL LOW POINT LEFT OF (OFFSET FROM CENTERLINE)
MAX	MAXIMUM
MIN	MINIMUM
N	NORTH, NORTHING
NE	NORTHEAST
NW	NORTHWEST
OC	ON CENTER
OG	ORIGINAL GRADE
PROP	PROPOSED
PIP	PROTECT IN PLACE
P/P	POWER POLE
Q	FLOW RATE
R	RADIUS
RT	RIGHT OF (OFFSET FROM CENTERLINE)
ROW, R/W	RIGHT OF WAY
RSP	ROCK SLOPE PROTECTION
S SE SH SBCFCD SPEC SIM STA SW	SLOPE SOUTHEAST SHEET SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT SPECIFICATION SIMILAR STATION SOUTHWEST
T TCE TRANS TW TYP	TANGENT TEMPORARY CONSTRUCTION EASEMENT TRANSITION TOP OF WALL TYPICAL
UNO	UNLESS NOTED OTHERWISE
US	UPSTREAM
V	VELOCITY
VAR	VARIES
VPI	VERTICAL POINT OF INTERSECTION
W	WIDTH, WEST
W/	WITH
W'LY	WESTERLY
WS	WATER SURFACE
WW	WEST WALL







SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT APPLE VALLEY DRAINAGE SYSTEM

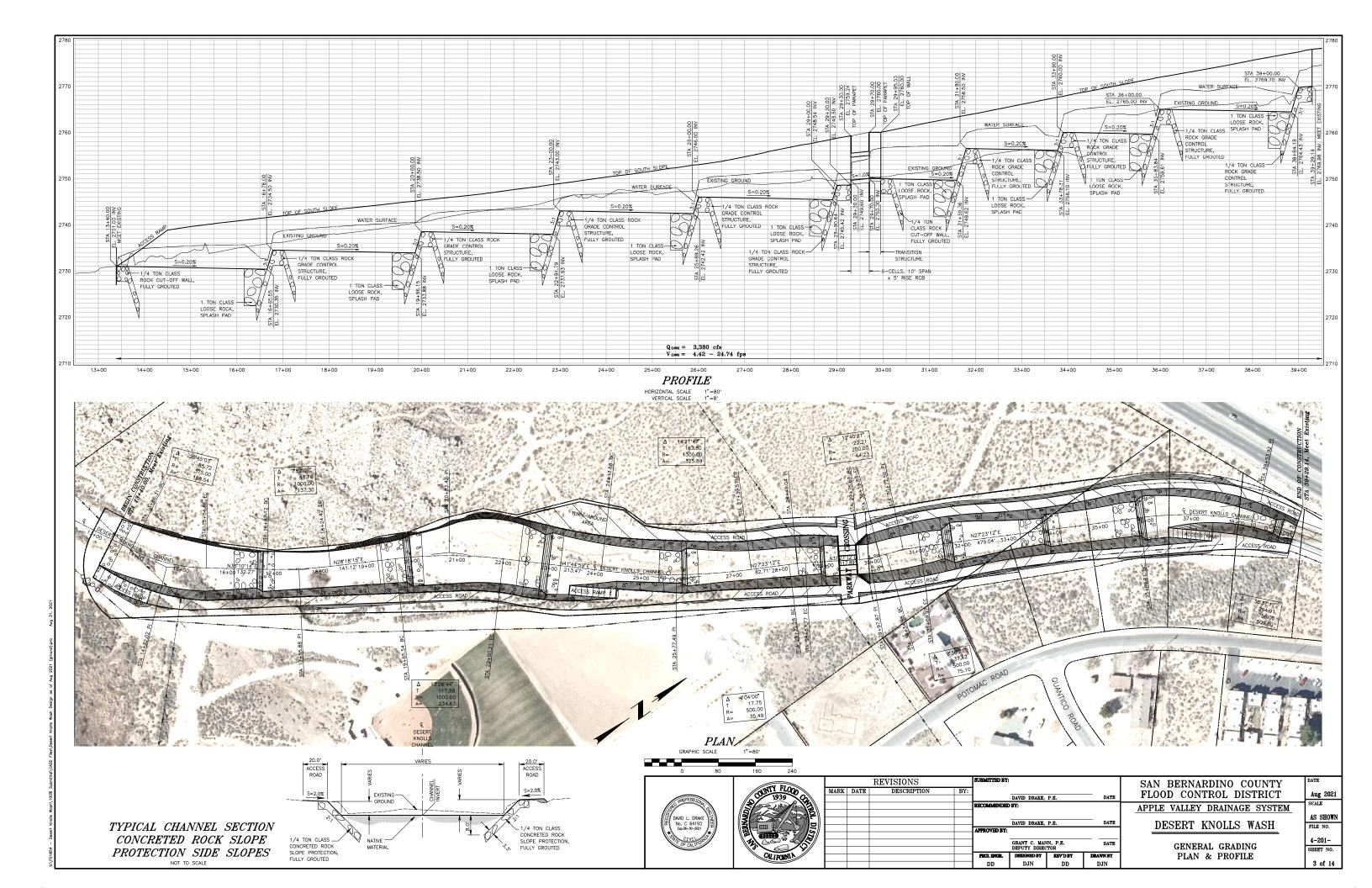
DESERT KNOLLS WASH

INDEX. CONSTRUCTION NOTES. LEGEND OF MAP SYMBOLS, STANDARD PLANS & ABBREVIATIONS

FILE NO. 4-201-

Aug 2021

AS SHOWN



	STATION	OFFSET	ELEVATION
1	STA 13+40.00	49.30' LT	2731.00
2	STA 13+40.00	61.84' RT	2731.00
3	STA 13+40.00	92.05' RT	2731.00
4	STA 13+65.00	51.71' LT	2730.95
(5)	STA 13+65.00	60.85' RT	2730.95
6	STA 13+65.00	64.19' RT	2732.64
7	STA 13+65.00	94.25' RT	2732.64
8	STA 13+86.31	54.33' LT	2730.91
9	STA 13+86.31	58.86' RT	2730.91
10	STA 13+86.31	65.08' RT	2734.02
11)	STA 13+86.31	95.09' RT	2734.02
12	STA 14+00.00	55.76' LT	2730.88
13>	STA 14+00.00	56.99' RT	2730.88
14	STA 14+00.00	65.38' RT	2735.08
15	STA 14+00.00	95.39' RT	2735.08
16	STA 14+50.00	58.59' LT	2730.78
17	STA 14+50.00	50.25' RT	2730.78
(18)	STA 14+50.00	66.58' RT	2738.94
19	STA 14+50.00	96.59' RT	2738.94
20>	STA 15+00.00	57.74' LT	2730.69
21	STA 15+00.00	50.12' RT	2730.69
22	STA 15+00.00	67.93' RT	2739.59
23	STA 15+00.00	94.18' RT	2739.77
	3.7. 13100.00	5 O KI	2,00.77

	STATION	OFFSET	ELEVATION
(§)	STA 15+54.85	51.48' LT	2730.59
25	STA 15+54.85	50.14' RT	2730.59
26	STA 15+54.85	69.55' RT	2740.29
27	STA 15+56.01	89.51' RT	2740.69
28	STA 16+00.00	43.92' LT	2730.49
29	STA 16+00.00	46.33' RT	2730.49
30>	STA 16+00.00	66.92' RT	2740.79
(31)	STA 16+00.00	86.96' RT	2741.18
(32)	STA 16+15.55	41.74' LT	2730.46
(33)	STA 16+15.55	45.01' RT	2730.46
34	STA 16+15.55	66.02' RT	2740.96
(35)	STA 16+15.55	86.05' RT	2741.35
(36)	STA 16+50.00	37.65' LT	2730.38
37	STA 16+50.00	42.10' RT	2730.38
8	STA 16+50.00	64.01' RT	2741.34
8	STA 16+50.00	84.05' RT	2741.73
40>	STA 16+65.55	36.14' LT	2730.35
41	STA 16+65.55	40.79' RT	2730.35
42	STA 16+65.55	63.11' RT	2741.52
43>	STA 16+65.55	83.14' RT	2741.90
44	STA 16+78.00	39.16' LT	2734.50
45	STA 16+78.00	48.08' RT	2734.50

	STATION	OFFSET	ELEVATION
46	STA 16+78.00	62.38' RT	2741.65
47	STA 16+78.00	82.42' RT	2742.04
48	STA 16+87.12	39.07' LT	2734.48
49	STA 16+87.12	47.32' RT	2734.48
(50)	STA 16+87.12	61.85' RT	2741.75
(51)	STA 16+87.12	81.89' RT	2742.14
(52)	STA 17+03.00	38.78' LT	2734.45
(53)	STA 17+03.00	46.05' RT	2734.45
(54)	STA 17+03.00	61.01' RT	2741.94
(55)	STA 17+03.00	81.03' RT	2742.33
<b>(56)</b>	STA 17+50.00	36.52' LT	2734.35
<b>⑤</b>	STA 17+50.00	43.84' RT	2734.35
(58)	STA 17+50.00	60.07' RT	2742.49
(59)	STA 17+50.00	80.08' RT	2742.89
@	STA 18+00.00	33.62' LT	2734.25
(a)	STA 18+00.00	44.04' RT	2734.25
<b>62</b>	STA 18+00.00	61.66' RT	2743.08
<b>63</b> ⟩	STA 18+00.00	81.69' RT	2743.49
<b>64</b>	STA 18+24.42	32.84' LT	2734.21
<b>65</b>	STA 18+24.42	45.08' RT	2734.21
66	STA 18+24.42	63.40' RT	2743.36
67	STA 18+24.42	83.46' RT	2743.78

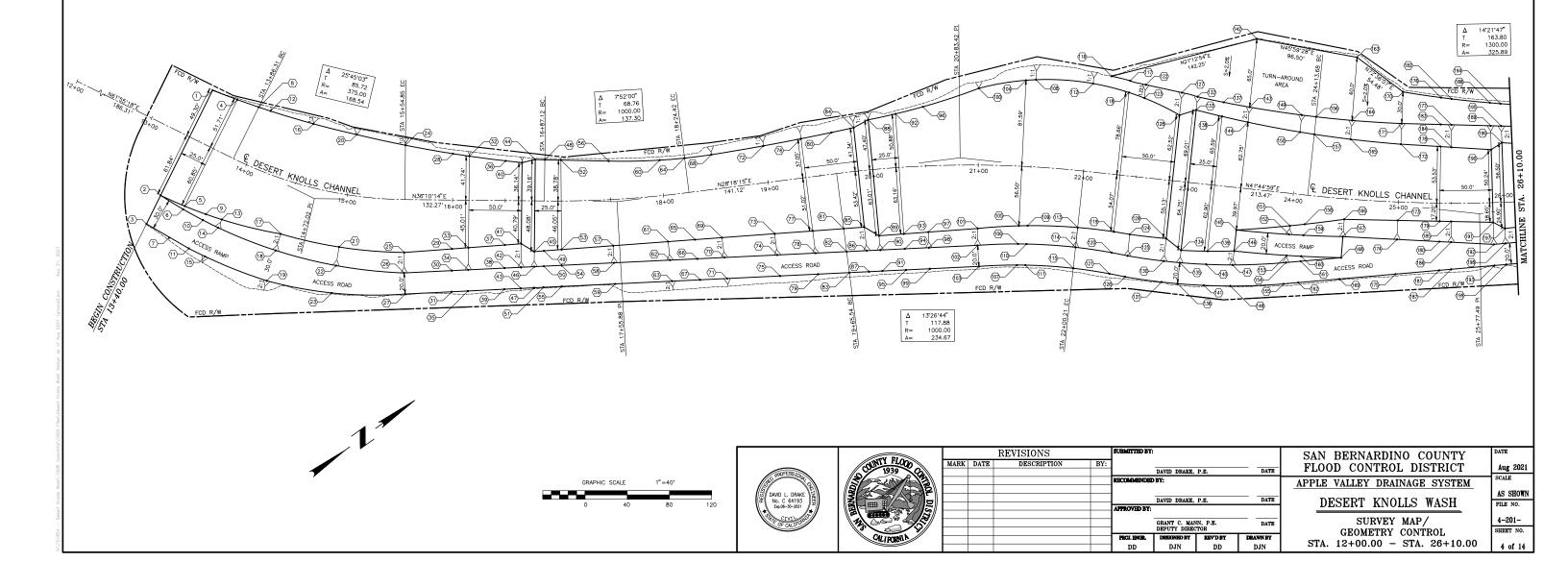
	STATION	OFFSET	ELEVATION
68	STA 18+50.00	32.82' LT	2734.16
69	STA 18+50.00	46.44' RT	2734.16
20	STA 18+50.00	65.43' RT	2743.65
71)	STA 18+50.00	85.49' RT	2744.06
72	STA 19+00.00	34.87' LT	2734.06
73	STA 19+00.00	49.10' RT	2734.06
74	STA 19+00.00	69.39' RT	2743.65
75>	STA 19+00.00	89.46' RT	2744.62
76	STA 19+36.15	37.05' LT	2733.98
77	STA 19+36.15	51.02' RT	2733.98
78	STA 19+36.15	72.26' RT	2744.60
79	STA 19+36.15	92.33' RT	2745.02
80	STA 19+65.54	39.26' LT	2733.92
81)	STA 19+65.54	52.58' RT	2733.92
B2>	STA 19+65.54	74.60' RT	2744.93
83	STA 19+65.54	94.66' RT	2745.34
84	STA 19+86.15	41.34' LT	2733.89
85	STA 19+86.15	53.42' RT	2733.89
36	STA 19+86.15	75.91' RT	2745.14
37>	STA 19+86.15	95.95' RT	2745.55
38>	STA 20+00.00	47.40' LT	2738.50
89>	STA 20+00.00	63.01' RT	2738.50

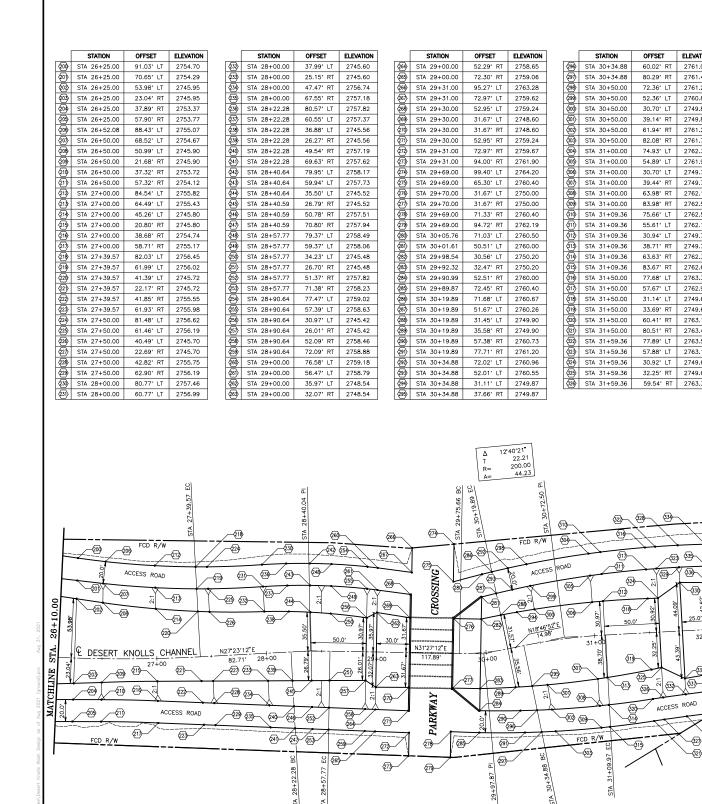
	STATION	OFFSET	ELEVATION
90	STA 20+00.00	76.57' RT	2745.28
91)	STA 20+00.00	96.59' RT	2745.69
92	STA 20+25.00	50.88' LT	2738.45
(93)	STA 20+25.00	63.16' RT	2738.45
94	STA 20+25.00	77.32' RT	2745.54
95	STA 20+25.00	97.32' RT	2745.94
96	STA 20+50.00	56.19' LT	2738.40
97)	STA 20+50.00	62.73' RT	2738.40
98	STA 20+50.00	77.48' RT	2745.79
99	STA 20+50.00	97.48' RT	2746.19
(00)	STA 21+00.00	72.69' LT	2738.30
(D)	STA 21+00.00	60.09' RT	2738.30
(102)	STA 21+00.00	76.09' RT	2746.30
(D3)	STA 21+01.50	96.04' RT	2746.70
<b>⊕</b>	STA 21+41.37	81.59' LT	2738.22
(05)	STA 21+41.37	56.50' RT	2738.22
(06)	STA 21+41.37	73.69' RT	2746.81
<b>⑩</b>	STA 21+41.37	93.71' RT	2747.20
(108)	STA 21+50.00	82.65' LT	2738.20
(109)	STA 21+50.00	55.93' RT	2738.20
110	STA 21+50.00	73.36' RT	2746.92
(11)	STA 21+50.00	93.38' RT	2747.31

	STATION	OFFSET	ELEVATION
(12)	STA 22+00.21	83.46' LT	2738.10
113	STA 22+00.21	53.75' RT	2738.10
114	STA 22+00.21	72.62' RT	2747.55
(13)	STA 22+00.21	92.62' RT	2747.94
(16)	STA 22+16.79	92.24' LT	2748.00
1	STA 22+34.79	89.79' LT	2748.29
(1B)	STA 22+34.79	78.66' LT	2738.03
(19)	STA 22+34.79	54.07' RT	2738.03
(20)	STA 22+34.79	74.00' RT	2748.01
(21)	STA 22+34.79	94.06' RT	2748.43
(22)	STA 22+50.00	87.68' LT	2748.41
(23)	STA 22+50.00	74.96' LT	2738.00
124	STA 22+50.00	54.94' RT	2738.00
(25)	STA 22+50.00	75.37' RT	2748.21
(26)	STA 22+50.00	95.42' RT	2748.64
(27)	STA 22+84.79	83.94' LT	2748.64
(28)	STA 22+84.79	62.52' LT	2737.93
(29)	STA 22+84.79	55.13' RT	2737.93
(130)	STA 22+84.79	76.63' RT	2748.68
(31)	STA 22+84.79	96.63' RT	2749.08
(32)	STA 23+00.00	81.62' LT	2749.30
(33)	STA 23+00.00	69.01' LT	2743.00

	STATION	OFFSET	ELEVATION
<u>₹</u>	STA 23+00.00	64.75' RT	2743.00
€	STA 23+00.00	76.51' RT	2748.88
(36)	STA 23+00.00	96.51' RT	2749.28
(37)	STA 23+25.00	79.09' LT	2749.70
(38)	STA 23+25.00	65.59' LT	2742.95
(139)	STA 23+25.00	62.90' RT	2742.95
<b>(4)</b>	STA 23+25.00	75.44' RT	2749.22
(4)	STA 23+25.00	95.48' RT	2749.60
(42)	STA 23+50.00	142.14' LT	2751.40
<b>(43</b> )	STA 23+50.00	77.14' LT	2750.10
44	STA 23+50.00	62.75' LT	2742.90
(45)	STA 23+50.00	39.97' RT	2742.90
(46)	STA 23+50.00	59.97' RT	2742.90
4	STA 23+50.00	73.27' RT	2749.55
٨	STA 23+50.00	93.38' RT	2749.93
٨	STA 24+00.00	74.97' LT	2750.89
3	STA 24+00.00	58.79' LT	2742.80
<b>(5)</b>	STA 24+00.00	30.57' RT	2742.80
(52)	STA 24+00.00	38.81' RT	2746.92
<b>(53)</b>	STA 24+00.00	58.83' RT	2746.85
(154)	STA 24+00.00	65.58' RT	2750.23
(155)	STA 24+00.00	85.96' RT	2750.58

	STATION	OFFSET	ELEVATION	] [	STATION	OFFSET	ELEVATION
(156)	STA 24+13.68	74.77' LT	2751.11	(78)	STA 25+39.26	53.53' LT	2742.52
(5)	STA 24+13.68	58.10' LT	2742.77	(79)	STA 25+39.26	17.20' RT	2742.52
(58)	STA 24+13.68	27.64' RT	2742.77	(80)	STA 25+39.26	36.49' RT	2752.18
(159)	STA 24+13.68	38.12' RT	2747.99	(81)	STA 25+39.26	63.73' RT	2752.56
(60)	STA 24+13.68	58.15' RT	2747.93	(82)	STA 25+50.00	98.81' LT	2753.68
<b>(61)</b>	STA 24+13.68	62.89' RT	2750.41	(83)	STA 25+50.00	74.28' LT	2753.16
(62)	STA 24+13.68	83.27' RT	2750.76	(84)	STA 25+50.00	52.98' LT	2742.50
(63)	STA 24+50.00	134.55' LT	2752.85	(85)	STA 25+50.00	17.35' RT	2742.50
(64)	STA 24+50.00	74.55' LT	2751.65	(86)	STA 25+50.00	37.00' RT	2752.33
(65)	STA 24+50.00	56.63' LT	2742.70	(8)	STA 25+50.00	62.67' RT	2752.71
<b>66</b>	STA 24+50.00	19.47' RT	2742.70	(88)	STA 25+89.26	94.63' LT	2754.21
<b>⑥</b>	STA 24+50.00	35.92' RT	2750.93	(189)	STA 25+89.26	72.89' LT	2753.75
(68)	STA 24+50.00	55.96' RT	2750.93	(90)	STA 25+89.26	50.24' LT	2742.42
(169)	STA 24+50.00	76.24' RT	2751.29	(9)	STA 25+89.26	18.65' RT	2742.42
(70)	STA 25+00.00	104.43' LT	2753.00	(92)	STA 25+89.26	39.57' RT	2752.88
(7)	STA 25+00.00	74.43' LT	2752.40	(93)	STA 25+89.26	59.61' RT	2753.26
(72)	STA 25+00.00	54.82' LT	2742.60	(194)	STA 26+00.00	93.53' LT	2754.36
(73)	STA 25+00.00	17.43' RT	2742.60	(95)	STA 26+00.00	72.32' LT	2753.91
(74)	STA 25+00.00	35.49' RT	2751.64	(96)	STA 26+00.00	56.50' LT	2746.00
(75)	STA 25+00.00	68.41' RT	2752.00	(9)	STA 26+00.00	24.90' RT	2746.00
(76)	STA 25+39.26	99.98' LT	2753.53	(98)	STA 26+00.00	38.96' RT	2753.03
77	STA 25+39.26	74.47' LT	2752.99	(199)	STA 26+00.00	58.98' RT	2753.41





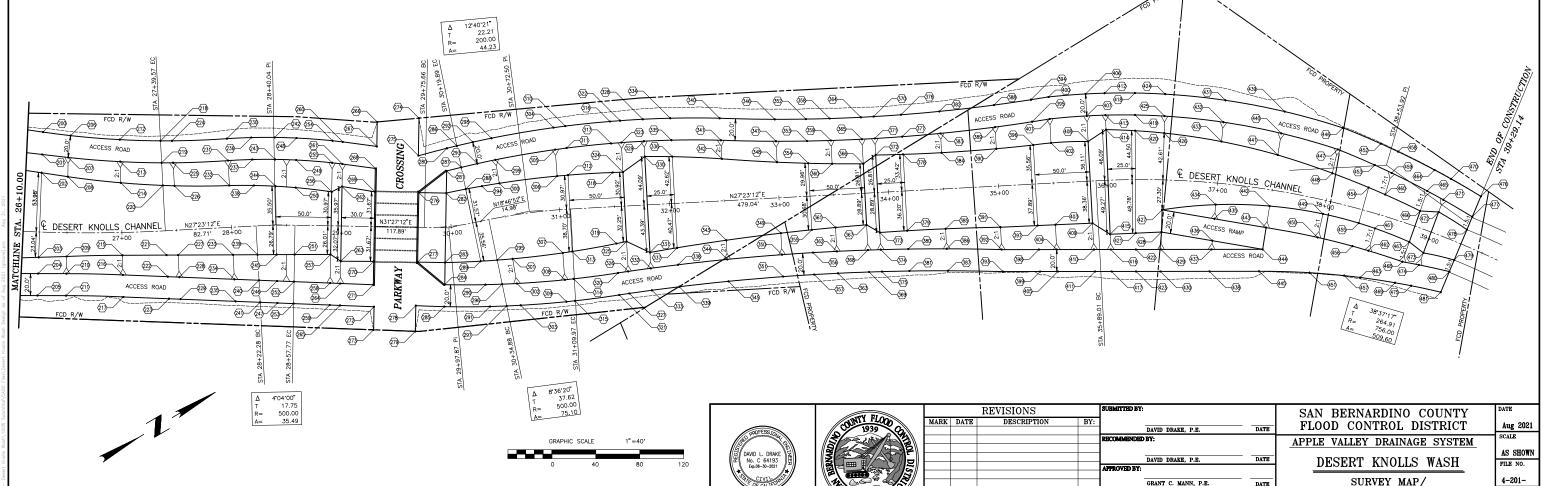
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STATION	OFFSET	ELEVATION		STATION	OFFSET	ELEVATION
STA 30+34.88	60.02' RT	2761.03	(327)	STA 31+59.36	79.62' RT	2763.74
STA 30+34.88	80.29' RT	2761.49	(328)	STA 31+80.00	78.07' LT	2763.89
STA 30+50.00	72.36' LT	2761.28	(329)	STA 31+80.00	58.07' LT	2763.49
STA 30+50.00	52.36' LT	2760.87	(330)	STA 31+80.00	44.09' LT	2756.50
STA 30+50.00	30.70' LT	2749.84	(33)	STA 31+80.00	43.39' RT	2756.50
STA 30+50.00	39.14' RT	2749.84	(332)	STA 31+80.00	57.79' RT	2763.70
STA 30+50.00	61.94' RT	2761.29	(333)	STA 31+80.00	77.86' RT	2764.14
STA 30+50.00	82.08' RT	2761.74	(334)	STA 32+05.00	77.67' LT	2764.36
STA 31+00.00	74.93' LT	2762.36	(335)	STA 32+05.00	57.66' LT	2763.97
STA 31+00.00	54.89' LT	2761.94	(336)	STA 32+05.00	42.62' LT	2756.45
STA 31+00.00	30.70' LT	2749.74	(33)	STA 32+05.00	40.47' RT	2756.45
STA 31+00.00	39.44' RT	2749.74	(338)	STA 32+05.00	55.96' RT	2764.19
STA 31+00.00	63.98' RT	2762.15	(339)	STA 32+05.00	76.00' RT	2764.14
STA 31+00.00	83.98' RT	2762.54	(340)	STA 32+50.00	75.24' LT	2765.20
STA 31+09.36	75.66' LT	2762.56	(34)	STA 32+50.00	55.18' LT	2764.83
STA 31+09.36	55.61' LT	2762.14	(342)	STA 32+50.00	38.23' LT	2756.36
STA 31+09.36	30.94' LT	2749.72	(343)	STA 32+50.00	36.01' RT	2756.36
STA 31+09.36	38.71' RT	2749.72	(344)	STA 32+50.00	53.45' RT	2765.08
STA 31+09.36	63.63' RT	2762.31	(345)	STA 32+50.00	73.47' RT	2765.52
STA 31+09.36	83.67' RT	2762.69	(346)	STA 33+00.00	71.58' LT	2766.17
STA 31+50.00	77.68' LT	2763.33	(347)	STA 33+00.00	51.55' LT	2765.80
STA 31+50.00	57.67' LT	2762.92	(348)	STA 33+00.00	32.48' LT	2756.26
STA 31+50.00	31.14' LT	2749.64	(349)	STA 33+00.00	32.25' RT	2756.26
STA 31+50.00	33.69' RT	2749.64	(350)	STA 33+00.00	51.85' RT	2766.06
STA 31+50.00	60.41' RT	2763.11	(351)	STA 33+00.00	71.86' RT	2766.49
STA 31+50.00	80.51' RT	2763.47	(352)	STA 33+28.31	70.25' LT	2766.73
STA 31+59.36	77.89' LT	2763.50	(353)	STA 33+28.31	50.24' LT	2766.34
STA 31+59.36	57.88' LT	2763.10	(354)	STA 33+28.31	29.96' LT	2756.20
STA 31+59.36	30.92' LT	2749.62	(355)	STA 33+28.31	30.68' RT	2756.20
STA 31+59.36	32.25' RT	2749.62	(356)	STA 33+28.31	51.50' RT	2766.61
STA 31+59.36	59.54' RT	2763.30	(357)	STA 33+28.31	71.50' RT	2767.05

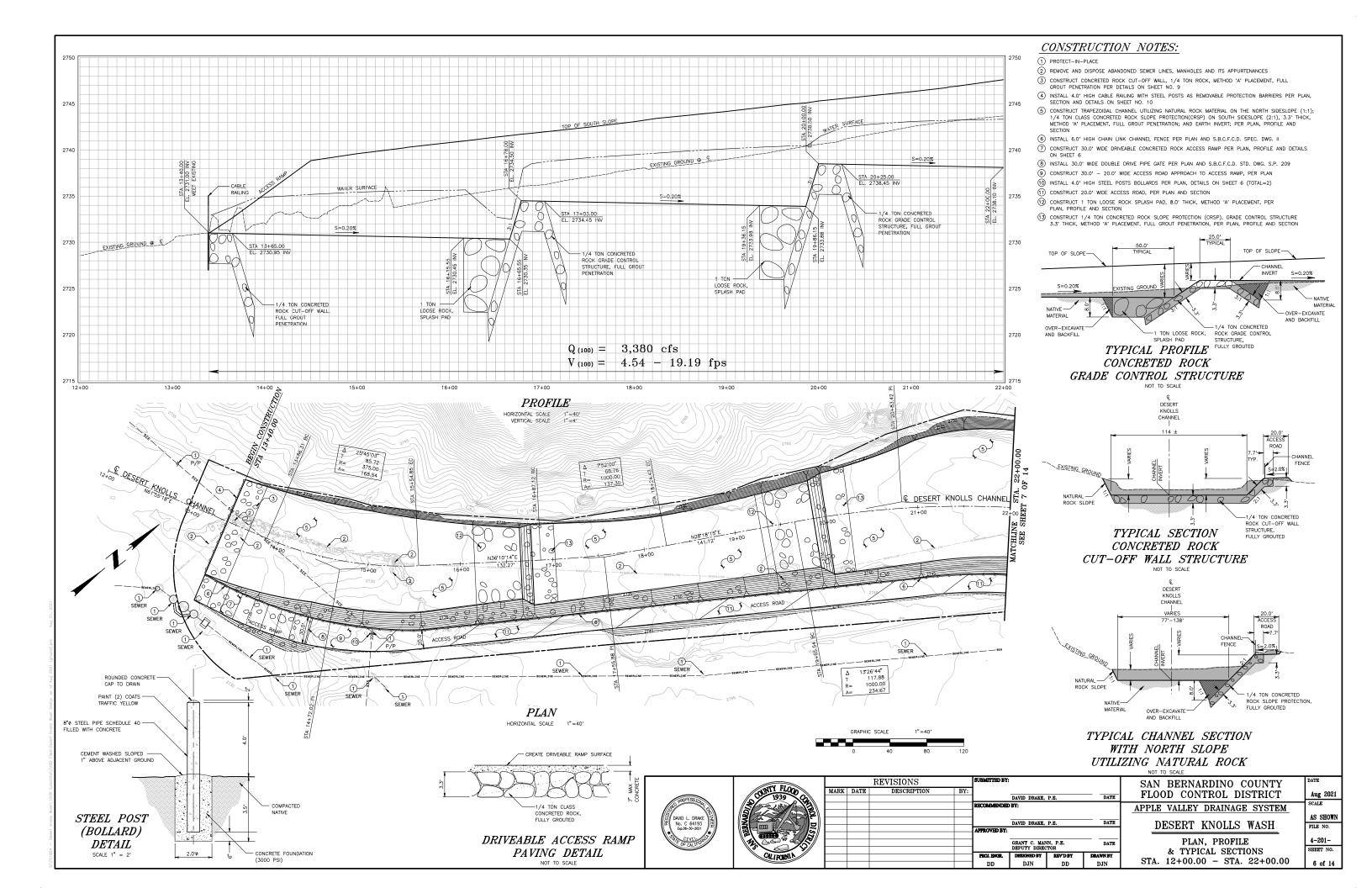
	STATION	OFFSET	ELEVATION		STATION	OFFSET	ELEVATION
(558)	STA 33+50.00	69.60° LT	2767.15	(389)	STA 35+00.00	53.74' LT	2769.65
(359)	STA 33+50.00	49.59' LT	2766.76	(390)	STA 35+00.00	33.99' LT	2759.78
(360)	STA 33+50.00	28.39' LT	2756.16	(39)	STA 35+00.00	37.58' RT	2759.78
(361)	STA 33+50.00	29.75' RT	2756.16	(392)	STA 35+00.00	57.98' RT	2769.98
(362)	STA 33+50.00	51.51' RT	2767.04	(393)	STA 35+00.00	78.01' RT	2770.41
(363)	STA 33+50.00	71.51' RT	2767.47	(394)	STA 35+33.84	76.86' LT	2770.74
(364)	STA 33+78.31	69.23' LT	2767.70	(395)	STA 35+33.84	56.76' LT	2770.31
(365)	STA 33+78.31	49.23' LT	2767.31	(396)	STA 35+33.84	35.56' LT	2759.71
(366)	STA 33+78.31	26.81' LT	2756.10	(397)	STA 35+33.84	37.89' RT	2759.71
(367)	STA 33+78.31	28.89' RT	2756.10	(398)	STA 35+33.84	59.77' RT	2770.65
(368)	STA 33+78.31	51.86' RT	2767.59	(399)	STA 35+33.84	79.79' RT	2771.07
(369)	STA 33+78.31	71.87' RT	2768.02	(400)	STA 35+50.00	78.51' LT	2771.05
(370)	STA 33+90.00	69.23' LT	2767.93	(401)	STA 35+50.00	58.48' LT	2770.62
(371)	STA 33+90.00	49.23' LT	2767.53	402	STA 35+50.00	36.60' LT	2759.68
(372)	STA 33+90.00	34.17' LT	2760.00	403	STA 35+50.00	38.05' RT	2759.68
(373)	STA 33+90.00	36.49' RT	2760.00	404	STA 35+50.00	60.62' RT	2770.96
(374)	STA 33+90.00	52.13' RT	2767.82	405	STA 35+50.00	80.65' RT	2771.39
(375)	STA 33+90.00	72.14' RT	2768.23	406	STA 35+83.84	79.43' LT	2771.68
(376)	STA 34+15.00	69.55' LT	2768.42	407	STA 35+83.84	59.43° LT	2771.27
(377)	STA 34+15.00	49.55' LT	2768.01	408	STA 35+83.84	36.11' LT	2759.61
(378)	STA 34+15.00	33.42' LT	2759.95	409	STA 35+83.84	38.36' RT	2759.61
(379)	STA 34+15.00	36.20' RT	2759.95	<b>410</b>	STA 35+83.84	62.40' RT	2771.63
(380)	STA 34+15.00	52.93' RT	2768.31	(41)	STA 35+83.84	82.43' RT	2772.05
(88)	STA 34+15.00	72.94' RT	2768.74	(412)	STA 36+00.00	79.29' LT	2772.00
(82)	STA 34+50.00	70.71' LT	2769.10	413	STA 36+00.00	59.29' LT	2771.60
€83	STA 34+50.00	50.69' LT	2768.69	414	STA 36+00.00	46.09' LT	2765.00
⟨384⟩	STA 34+50.00	33.07° LT	2759.88	415	STA 36+00.00	49.27' RT	2765.00
(85)	STA 34+50.00	36.33' RT	2759.88	416	STA 36+00.00	63.13' RT	2771.93
(88)	STA 34+50.00	54.57' RT	2769.00	417	STA 36+00.00	83.15' RT	2772.35
(B)	STA 34+50.00	74.60' RT	2769.43	418	STA 36+25.00	78.83' LT	2772.51
(388)	STA 35+00.00	73.80' LT	2770.07	(419)	STA 36+25.00	58.82' LT	2772.11

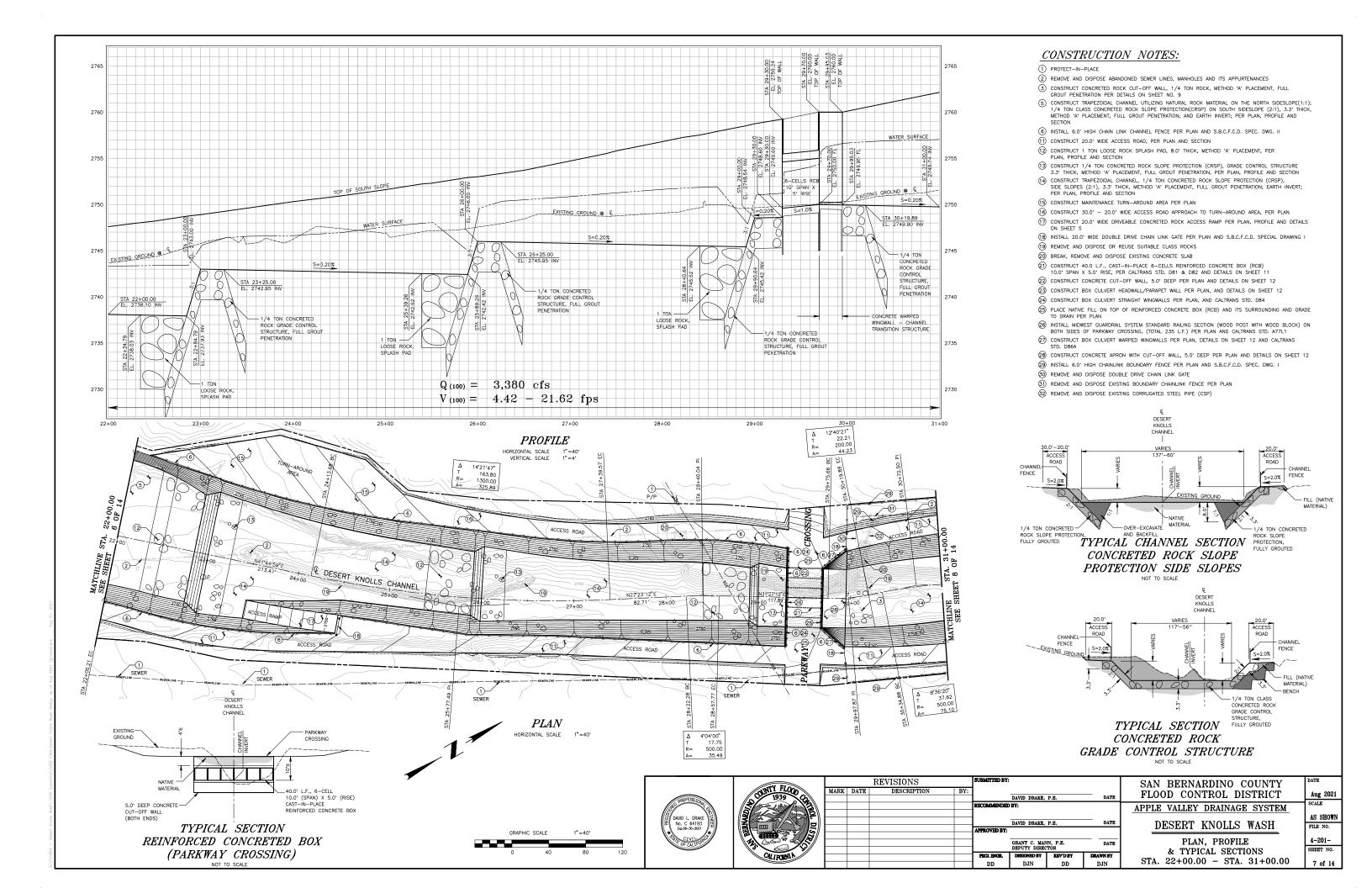
	STATION	OFFSET	ELEVATION		STATION	OFFSET	ELEVATION
STA	36+25.00	44.50' LT	2764.95	(451)	STA 38+00.00	67.40' RT	2775.90
STA	36+25.00	48.78' RT	2764.95	452	STA 38+34.18	62.45' LT	2776.67
STA	36+25.00	63.63° RT	2772.38	(453)	STA 38+34.18	42.21' LT	2776.37
STA	36+25.00	83.63' RT	2772.78	<b>45</b> 4	STA 38+34.18	21.07' LT	2764.53
STA	36+50.00	78.08° LT	2773.02	(455)	STA 38+34.18	12.59' RT	2764.53
STA	36+50.00	58.07' LT	2772.63	<b>456</b>	STA 38+34.18	34.34' RT	2776.21
STA	36+50.00	42.61' LT	2764.90	457	STA 38+34.18	62.20' RT	2776.54
STA	36+50.00	27.30' RT	2764.90	458	STA 38+50.00	59.85' LT	2776.94
STA	36+50.00	47.51' RT	2764.90	459	STA 38+50.00	39.62' LT	2776.67
STA	36+50.00	63.37' RT	2772.83	460	STA 38+50.00	19.03' LT	2764.50
STA	36+50.00	83.37' RT	2773.22	46)	STA 38+50.00	13.10' RT	2764.50
STA	37+00.00	75.77' LT	2774.04	(462)	STA 38+50.00	34.31' RT	2776.50
STA	37+00.00	55.74' LT	2773.66	(463)	STA 38+50.00	59.79' RT	2776.83
STA	37+00.00	38.02° LT	2764.80	464	STA 38+84.18	54.25' LT	2777.52
STA	37+00.00	19.65' RT	2764.80	465	STA 38+84.18	34.02' LT	2777.31
STA	37+00.00	32.58' RT	2769.80	466	STA 38+84.18	14.70' LT	2764.43
STA	37+00.00	52.64' RT	2769.80	467	STA 38+84.18	15.22' RT	2764.43
STA	37+00.00	60.56' RT	2773.73	468	STA 38+84.18	34.29' RT	2777.14
STA	37+00.00	80.65° RT	2774.10	469	STA 38+84.18	54.55' RT	2777.48
STA	37+50.00	72.37° LT	2775.06	470	STA 39+00.00	51.67' LT	2777.79
STA	37+50.00	52.31' LT	2774.69	47)	STA 39+00.00	31.44' LT	2777.61
STA	37+50.00	32.33' LT	2764.70	472	STA 39+00.00	19.57' LT	2769.70
STA	37+50.00	14.75' RT	2764.70	(473)	STA 39+00.00	20.25' RT	2769.70
STA	37+50.00	34.64' RT	2774.65	474	STA 39+00.00	31.86' RT	2777.44
STA	37+50.00	54.65' RT	2774.65	475	STA 39+00.00	52.12' RT	2777.74
STA	37+50.00	74.91' RT	2774.98	476	STA 39+29.14	46.93' LT	2778.28
STA	38+00.00	67.90° LT	2776.07	477	STA 39+29.14	26.69' LT	2778.15
STA	38+00.00	47.81' LT	2775.72	478	STA 39+29.14	14.06' LT	2770.13
STA	38+00.00	25.57' LT	2764.60	479	STA 39+29.14	15.94' RT	2769.82
STA	38+00.00	12.47' RT	2764.60	(480)	STA 39+29.14	27.38' RT	2777.98
STA	38+00.00	34.43' RT	2775.58	481	STA 39+29.14	47.64' RT	2778.22

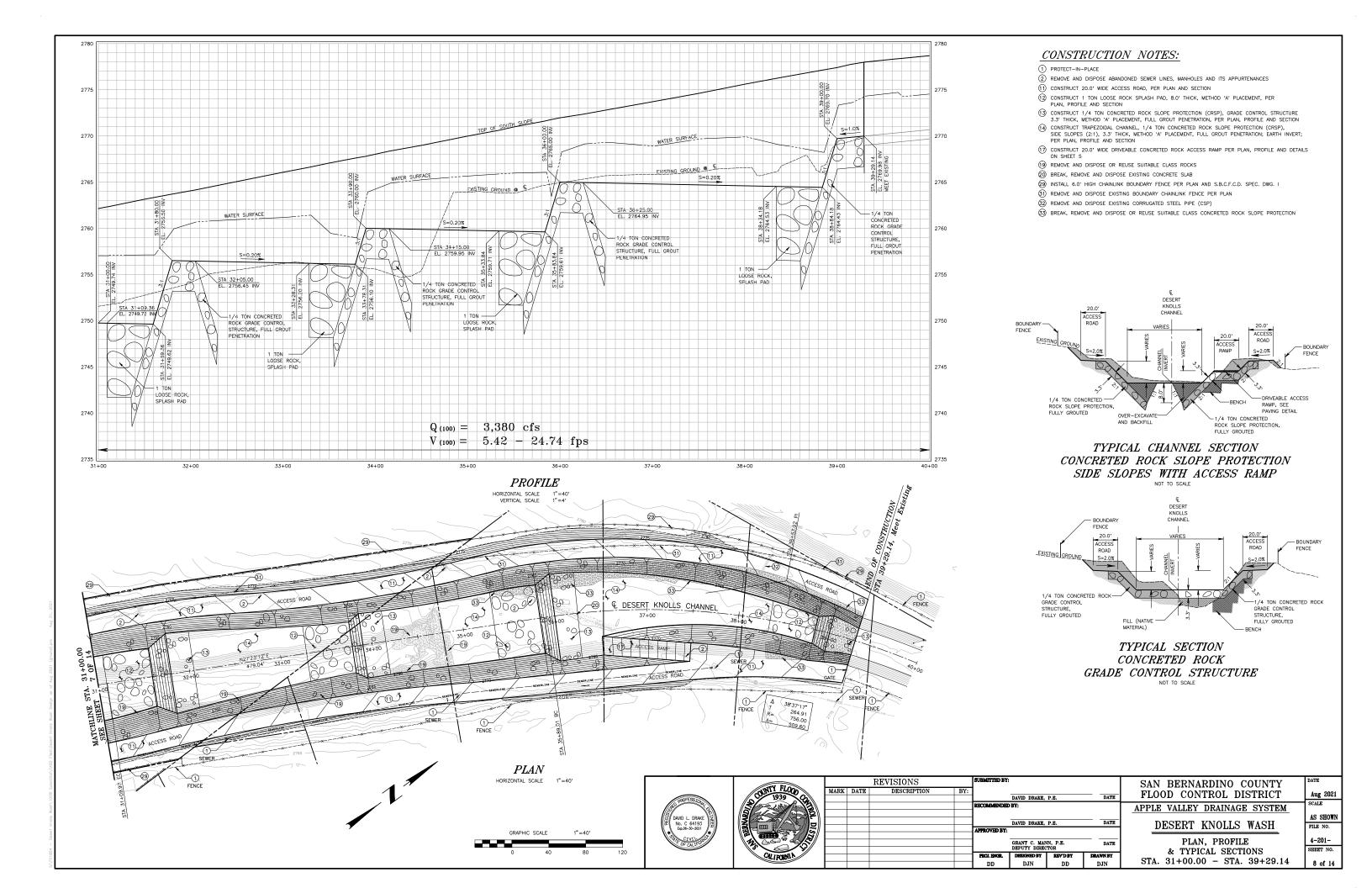
GEOMETRY CONTROL STA. 26+10.00 - STA. 39+29.14

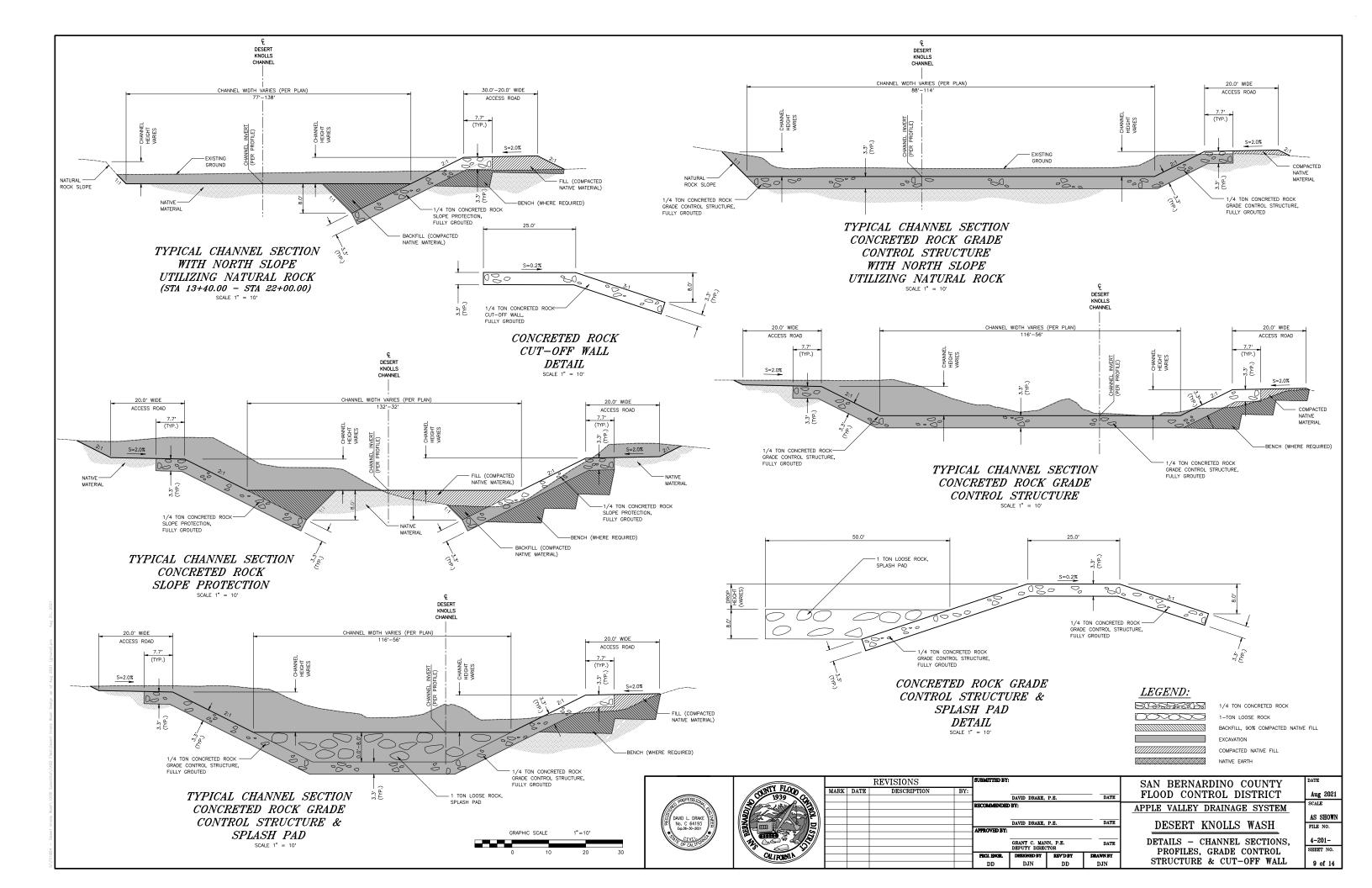
DJN

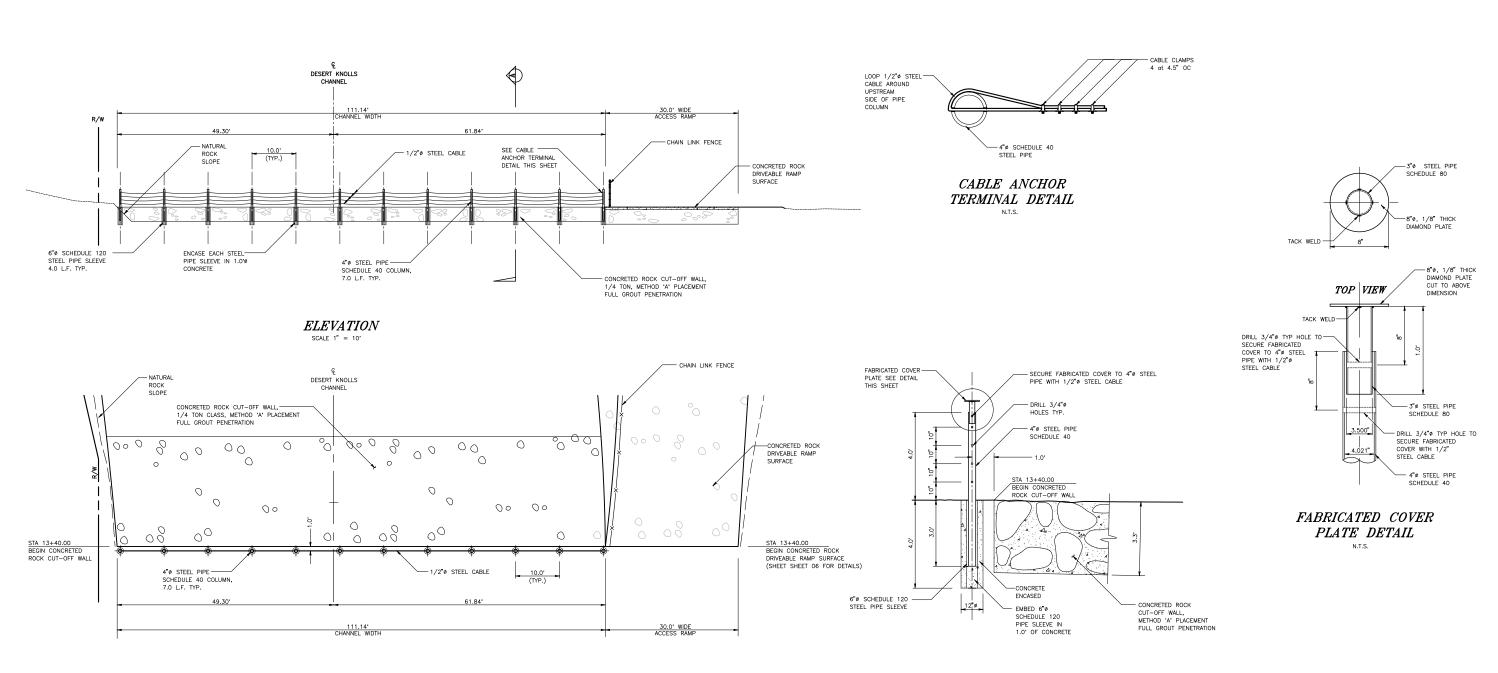






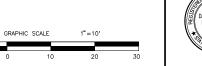






PLAN SCALE 1" = 10' SECTION A-ASCALE 1" = 2'

CABLE RAILING (REMOVABLE PROTECTIVE BARRIER)								
SPAN	NO. OF POSTS	4"ø PIPE, L.F.	6"ø PIPE, L.F.	1/2"ø STEEL CABLE, L.F.	NO. OF COVERS	NO. OF CLAMPS		
110'	12	84	48	480	12	32		





asi Pi			REVISIONS		SUBMITTED BY:				
1939 CO	MARK	DATE	DESCRIPTION	BY:	1				
1939 6						DAVID DRAKE,	P.E.	DATE	
243/A-1/3/					RECOMMENDED	BY:			A
					1				
					1	DAVID DRAKE,	P.E.	DATE	
					APPROVED BY:				
					1				
					l	GRANT C. MAN DEPUTY DIREC		DATE	
LIPORNIA					PROJ. ENGR.	DESIGNED BY	REV'D BY	DRAWN BY	
					DD	DJN	DD	DJN	

SAN BERNARDINO COUNTY
FLOOD CONTROL DISTRICT

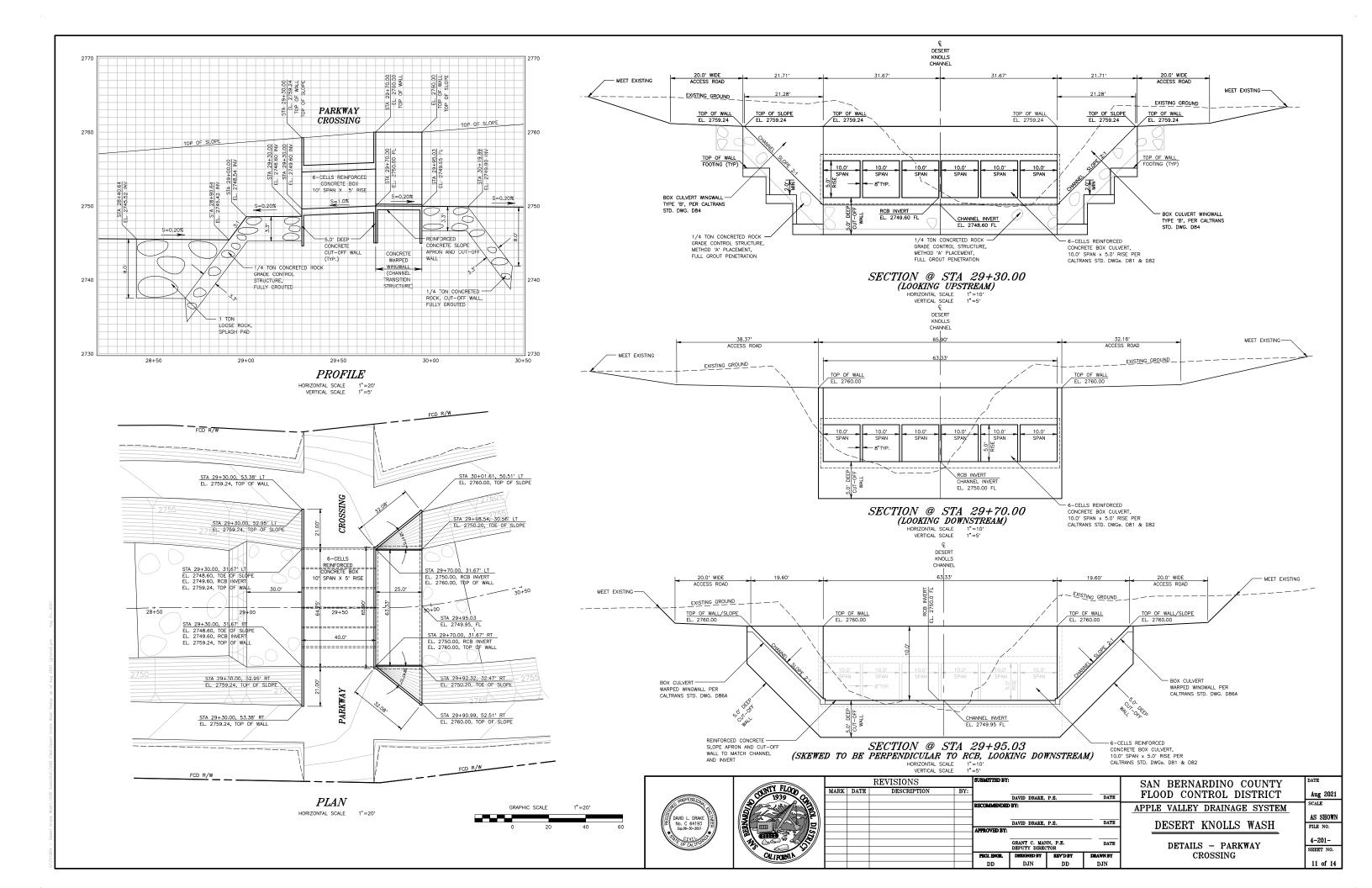
APPLE VALLEY DRAINAGE SYSTEM

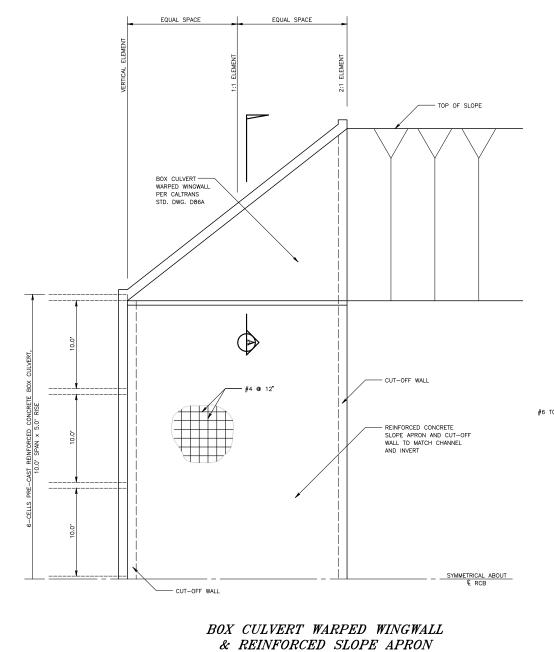
DESERT KNOLLS WASH

DETAILS - CABLE RAILING
(REMOVABLE
PROTECTIVE BARRIERS)

DATE
Aug 2021

SCALE
AS SHOWN
FILE NO.
SHEET NO.
10 of 14



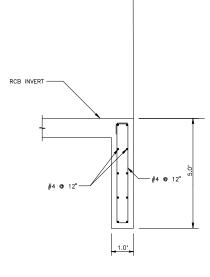


(TRANSITION STRUCTURE)

HEADWALL OR — PARAPET WALL FENCE POST — FINISHED GRADE, PER PLAN PARAPET WALL - EXTEND RCB REINFORCEMENT #4 TOTAL 2

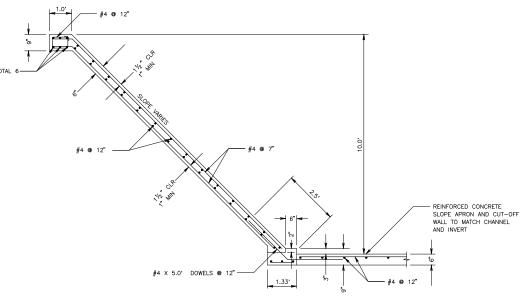
PARAPET WALL DETAIL

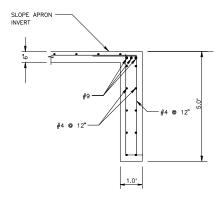
SCALE 1"=2"



BOX CULVERT CUT-OFF WALL

SCALE 1"=2'





SLOPE APRON CUT-OFF WALL

SCALE 1"=2"

SECTION
SCALE 1"=2'









S		SUBMITTED BY:				REVISIONS					
F				1	BY:	DESCRIPTION	DATE	MARK			
г	DATE	P.E.	DAVID DRAKE,	<u> </u>							
API			BY:	RECOMMENDED							
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	DATE	P.E.	DAVID DRAKE,	1							
				APPROVED BY:							
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SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

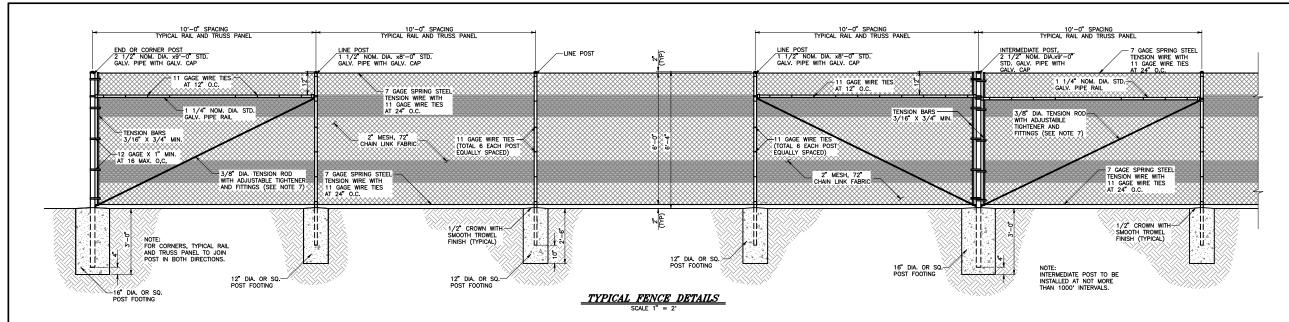
PPLE VALLEY DRAINAGE SYSTEM DESERT KNOLLS WASH

DETAILS - BOX WARPED WINGWALLS, PARAPET WALLS, CUT-OFF WALLS & SLOPE APRON

4-201-

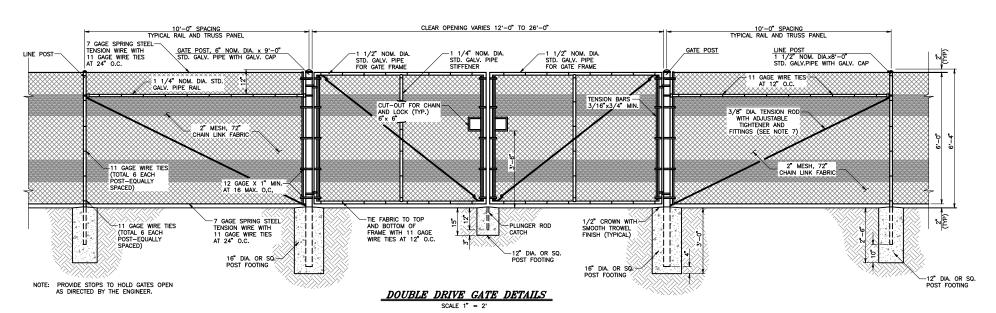
Aug 2021

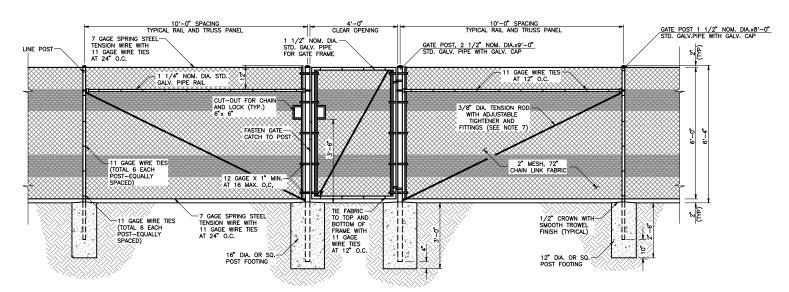
AS SHOWN



#### PIPE MATERIAL LIST

		J. 111111111111111111111111111111111111	-
Nominal Diameter (Inches)	Outside Diameter (Inches)	Inside Diameter (Inches)	Weight per Foot Lbs.
1 1/4	1.660	1.380	2.270
1 1/2	1.900	1.610	2.720
2	2.375	2.067	3.650
2 1/2	2.875	2.469	5.790
3	3.500	3.068	7.580
3 1/2	4.000	3.548	9.110
4	4.500	4.026	10.790
6	6.625	6.065	18.970
8	8.625	7.981	28.55





#### WALK GATE DETAILS

CALE 1" = 2'

#### GENERAL NOTES

- ALL CHAIN LINK FENCE MATERIALS, FITTINGS AND INSTALLATION SHALL CONFORM TO THE LATEST EDITION OF THE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS, SECTION 80, "FENCES" AND THIS SPECIAL DRAWING.
- THE FENCE FABRIC SHALL BE PLACED ON THE OUTWARD FACING SIDE OF THE POSTS, STRECHED TAUT. AND SECURELY FASTENED, UNLESS OTHERWISE SHOWN ON THE PLANS
- CLEARANCE BETWEEN RIGHT-OF-WAY AND FENCE FABRIC SHALL BE 6" UNLESS OTHERWISE SHOWN ON THE PLANS.
- 4. ALL GATES SHALL OPEN INWARD, EXCEPT IF OTHERWISE NOTED IN SPECIAL PROVISIONS.
- ALL CHAIN LINK FENCE MATERIALS, FITTINGS AND INSTALLATION SHALL CONFORM TO THE LATEST EDITION OF THE DEPARTMENT OF TRANSPORTATIONS STANDARD SPECIFICATIONS, SECTION 80, "FENCES" AND THIS SPECIAL DRAWING.
- 6. SECURE GALVANIZED CAP TO POST WITH 1/4" GALVANIZED ROUND HEAD RIVET, OR TACK WELD.
- 7. ADJUSTABLE TIGHTENER SHALL BE TURNBUCKLE OR EQUIVALENT, HAVING A 6" MINIMUM TAKEUP.
- DIAMETER SIZE OF LINE, INTERMEDIATE, CORNER, END AND GATE POSTS TO BE AS SHOWN ON THIS SPECIAL DRAWING.
- 9. ALL BOLTED HARDWARE ITEMS SHALL ALSO BE TACK WELDED IN SUCH A MANNER AS TO PREVENT REMOVAL BY UNAUTHORIZED INDIVIDUALS.
- 10. ALL FENCE FABRIC SHALL HAVE TWO 12" WIDE HORIZONTALLY PAINTED STRIPES LOCATED FROM 1' TO 2' AND FROM 4' TO 5' ABOVE THE BOTTOM OF THE FABRIC. THE PAINT SHALL BE A REFLECTIVE TYPE ORANGE OF APPROVED EQUAL AFTER FENCE FABRIC HAS BEEN PAINTED, A SAMPLE OF SAID PAINT SHALL BE GIVEN TO THE SAN BERNARDING COUNTY FLOOD CONTROL DISTRICT, OPERATIONS DIVISION, ALONG WITH MANUFACTURER'S NAME AND PAINT SPECIFICATIONS.
- 11. THE FENCE FABRIC SHALL BE 11 GAUGE UNLESS OTHERWISE SPECIFIED

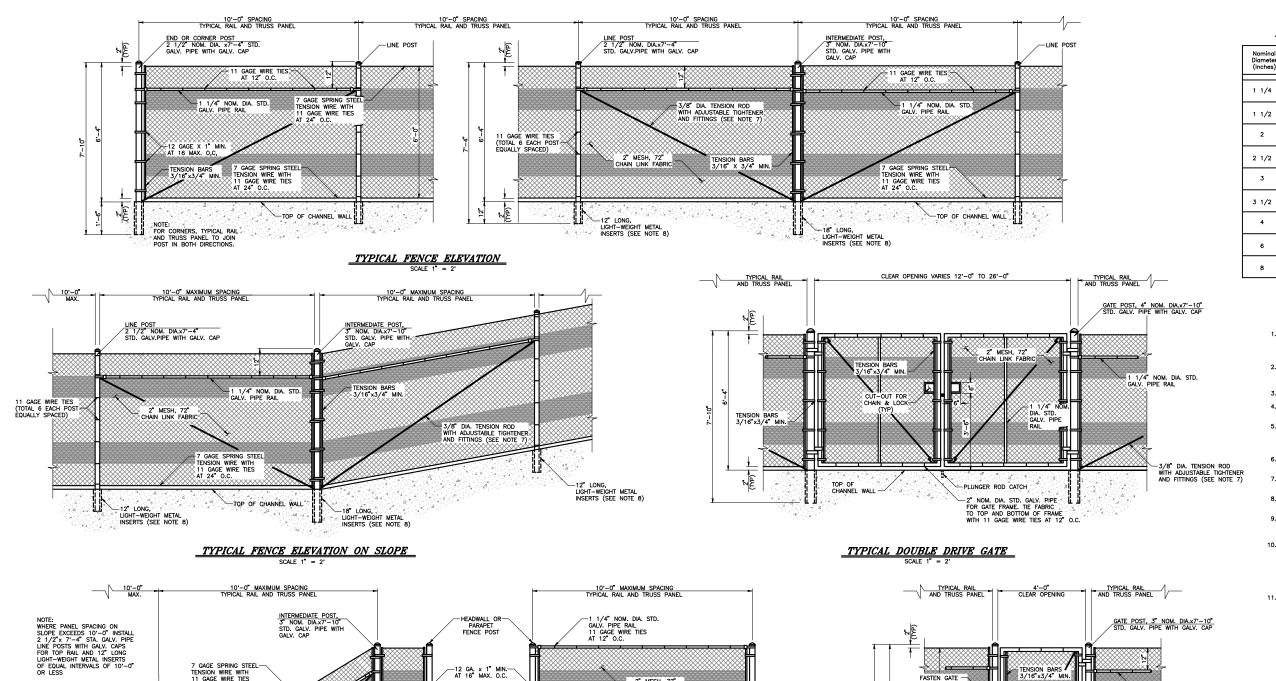


SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

BOUNDARY FENCING
SPECIAL DRAWING I

6' CHAIN LINK FENCE (TYPE CL-6 = 72" FABRIC) AS SHOWN
FILE NO.
6-402SHEET NO.
13 of 14

Aug 2021



ENSION WIRE WITH 1 GAGE WIRE TIES

TYPICAL HEAD-WALL FENCE ELEVATION

NOTE: WHERE SPACING EXCEEDS 10'-0" INSTALL 2 1/2"x 7"-4" STA. GALV. PIPE LINE POSTS WITH GALV. EYE TYPE CAPS FOR TOP RAIL AND 12" LONG LIGHT-WEIGHT METAL. INSERTS OF EQUAL INTERVALS OF 10'-0" OR LESS

-FILL CLEAR OPENINGS GREATER THAN 4" WITH CHAIN LINK

TOP OF HEADWALL

7 GAGE SPRING STEEL-TENSION WIRE WITH 11 GAGE WIRE TIES AT 24" O.C.

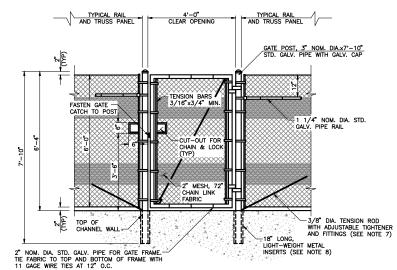
7 GAGE SPRING STEEL\*
TENSION WIRE WITH
11 GAGE WIRE TIES
AT 24" O.C.

TYPICAL HEAD-WALL

FENCE ELEVATION

- 3/8" DIA. TENSION ROD WITH ADJUSTABLE TIGHTENER AND FITTINGS (SEE NOTE 7)

STD. GALV. PIPE WITH GALV. CAP



#### TYPICAL WALK GATE

PIPE MATERIAL LIST

1 610

2.067

2.469

3.068

3,548

4.026

6.065

7.981

1 900

2.375

2.875

3.500

4.000

4,500

6.625

8.625

GENERAL NOTES

2

2.270

2,720

3.650

5.790

7.580

9.110

10.790

18.970

28.55

ALL CHAIN LINK FENCE MATERIALS, FITTINGS AND INSTALLATION SHALL CONFORM TO THE LATEST EDITION OF THE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS, SECTION 80, "FENCES" AND THIS SPECIAL DRAWING.

2. THE FENCE FABRIC SHALL BE PLACED ON THE OUTWARD FACING SIDE OF THE POSTS, STRECHED TAUT, AND SECURELY FASTENED, UNLESS OTHERWISE SHOWN ON THE PLANS.

3. THE FENCE FABRIC SHALL BE 9 GAUGE UNLESS OTHERWISE SPECIFIED.

4. ALL GATES SHALL OPEN INWARD, EXCEPT IF OTHERWISE NOTED IN THE SPECIAL PROVISIONS.

ALL GATE HINGES SHALL BE HEAVY DUTY MALLEABLE IRON OR STEEL, INDUSTRIAL SEVICE TYPE 270 DEGREE SWING, NON-REMOVEABLE OF APPROVED QUALITY AND DESIGN, AND SHALL BE FASTENED FROM THE INSIDE.

SECURE GALVANIZED CAP TO POST WITH 1/4" GALVANIZED ROUND HEAD RIVET, OR TACK WELD.

ADJUSTABLE TIGHTENER SHALL BE TURNBUCKLE OR EQUIVALENT, HAVING A 6" MINIMUM TAKEUP.

LIGHT-WEIGHT METAL INSERTS SHALL BE SHEET METAL TUBES WITH I.D. 3/4" GREATER THAN O.D. OF PIPE USED. POSTS ARE TO BE GROUTED INTO INSERTS USING NEAT GROUT OF 1 PART OF CEMENT AND 2 PARTS OF WATER

ALL BOLTED HARDWARE ITEMS SHALL ALSO BE TACK WELDED IN SUCH A WAY MANNER AS TO PREVENT REMOVAL BY UNAUTHORIZED INDIVIDUALS.

ALL FENCE FABRIC SHALL HAVE TWO 12" WIDE HORIZONTALLY PAINTED STRIPES LOCATED FROM 1' TO 2' AND FROM 4' TO 5' ABOVE THE BOTTOM OF THE FABRIC. THE PAINT SHALL BE A REFLECTIVE TYPE ORANGE OR APPROVED EQUAL. AFTER FENCE FABRIC HAS BEEN PAINTED, A SAMPLE OF SAID PAINT SHALL BE GIVEN TO THE SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT, OPERATIONS DIVISION, ALONG WITH MANUFACTURER'S NAME AND PAINT SPECIFICATIONS.

FOR WALL THICKNESSES 12" OR GREATER, USE POST SIZES AS SHOWN. FOR WALL THICKNESS LESS THAN 12", USE POST SIZES AS FOLLOWS: END, CORNER, INTERNEDIATE, HEADWALL, PARAPET & WALK CATE POSTS —  $2^{1/4}$ " NOM. DIA. DIAL DOUBLE DRIVE GATE POSTS — 3" NOM. DIA.

6' CHAIN LINK FENCE (TYPE CL-6 = 72" FABRIC)

SPECIAL DRAWING II

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT CHANNEL WALL FENCING

AS SHOWN 6-402-

Aug 2021

14 of 14

APPROXIMATE EARTHWORK QUANTITIES (FOR PERMIT PURPOSES ONLY):

- CUT: CY FILL: CY EXPORT: CY 2. NO BUILDING PERMIT SHALL BE ISSUED PRIOR TO THE GRADING BEING CERTIFIED. RETAINING WALLS SHALL BE CONSTRUCTED TO TOWN OF APPLE VALLEY STANDARDS OR WALL CALCULATIONS SHALL BE SUBMITTED TO THE TOWN OF APPLE VALLEY BUILDING AND SAFETY DIVISION FOR APPROVAL. THE CONTRACTOR SHALL OBTAIN A SEPARATE PERMIT TO CONSTRUCT
- RETAINING WALLS FROM THE TOWN OF APPLE VALLEY BUILDING AND SAFETY DIVISION. 4. ENGINEERING DEPARTMENT APPROVAL DOES NOT INCLUDE WATER OR SEWER SYSTEM APPROVAL OR ESTIMATE OR QUANTITIES.

- 1. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT AT LEAST 48 HOURS PRIOR TO **EXCAVATION AT 811.**
- 2. A SITE PRE-GRADING INSPECTION SHALL BE SCHEDULED AT LEAST 48 HOURS PRIOR TO START OF GRADING.
- 3. NOTIFY THE TOWN OF APPLE VALLEY BUILDING AND SAFETY DIVISION TWO WORKING DAYS PRIOR TO ALL NECESSARY INSPECTIONS.
- 4. CONTRACTOR SHALL CONTACT SOILS ENGINEER AND UNDERSIGNED ENGINEER TWO WORKING DAYS PRIOR TO COMMENCEMENT OF GRADING OPERATIONS AND TWO DAYS PRIOR FOR INSPECTIONS AND/OR STAKING SERVICES, AS APPLICABLE.

#### PRECAUTIONS AND RESPONSIBILITIES:

- SLOPE STABILIZATION SHALL BE PROVIDED ON ALL SLOPES IN ACCORDANCE WITH THE CALIFORNIA BUILDING CODE'S LATEST EDITION.
- 2. ALL OFFSITE IMPROVEMENTS SHALL BE CONSTRUCTED TO TOWN STANDARDS.
- 3. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROTECT SURVEYING MONUMENTS IN PLACE AND THE CONTRACTOR SHALL BE FINANCIALLY RESPONSIBLE FOR RESETTING DAMAGED OR
- NO GRADING/CONSTRUCTION SHALL COMMENCE PRIOR TO 7:00 A.M. EACH WORKING DAY. 5. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO FAMILIARIZE HIMSELF WITH THE JOB SITE AND THE LOCATION OF ALL UNDERGROUND FACILITIES SHOWN OR NOT SHOWN ON THESE PLANS. THE
- CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE DONE TO EXISTING UTILITIES THAT ARE SHOWN OR NOT SHOWN ON THESE PLANS. THE CONTRACTOR SHALL MAKE HIS OWN DETERMINATION OF THE AMOUNT OF EARTHWORK INVOLVED BEFORE SUBMITTING A BID. THE ENGINEERS ESTIMATE OF EARTHWORK QUANTITIES ARE TOTAL RAW VOLUME ONLY AND ARE TO BE USED FOR GRADING PERMIT AND PLAN CHECK
- THE CONTRACTOR SHALL OBTAIN A COPY OF AND BECOME FAMILIAR WITH ANY PRELIMINARY SOILS INVESTIGATION REPORTS AND/OR ENGINEERING GEOLOGY REPORT PREPARED FOR THIS PROJECT PRIOR TO COMMENCEMENT OF GRADING OPERATIONS AND SHALL PROSECUTE AND COMPLETE HIS WORK IN ACCORDANCE WITH THE RECOMMENDATIONS AND GRADING
- SPECIFICATIONS CONTAINED IN SUCH REPORTS COMPACTION TEST REPORTS SHALL BE SUBMITTED TO THE TOWN OF APPLE VALLEY'S BUILDING
- AND SAFETY DIVISION FOR APPROVAL PRIOR TO FOUNDATION INSPECTIONS. THE CONTRACTOR SHALL HAVE STORM WATER POLLUTION PREVENTION PLAN BMP'S (BEST MANAGEMENT PRACTICES) IN PLACE PRIOR TO GRADING. AND SHALL MAINTAIN THEM UNTIL FINAL
- 10. APPROVAL OF PLANS BY THE TOWN OR ITS AGENTS DOES NOT RELIEVE THE DEVELOPER FROM RESPONSIBILITY FOR CORRECTION OF ERROR AND OMISSION DISCOVERED DURING CONSTRUCTION. UPON REQUEST THE REQUIRED PLAN REVISIONS SHALL BE PROMPTLY
- 11. AN APPROVED SET OF PLANS SHALL BE AT THE JOB SITE AT ALL TIMES.
- 12. AN AS-BUILT GRADING PLAN SHALL BE SUBMITTED TO THE TOWN ENGINEER FOR APPROVAL.

FEES ONLY.

1. EROSION CONTROL (WIND AND WATER) SHALL INCLUDE;

SUBMITTED TO THE TOWN ENGINEER FOR APPROVAL

- A. PROVISIONS FOR CONTINUOUS WATERING DURING GRADING OPERATION TO INCLUDE 24 HOUR ON-CALL OPERATOR OR AS DIRECTED BY TOWN STAFF.
- B. UPON COMPLETION OF THE PROJECT, THE ENTIRE SITE IS TO BE TREATED WITH MAGNESIUM CHLORIDE OR AS DIRECTED BY TOWN STAFF.
- 2. EROSION CONTROL DEVICES SHALL BE DETERMINED BY THE PROJECT'S ENGINEER OF RECORD AND THE APPROVED S.W.P.P.P.

STORM EVENT.

- I. ALL GRADING WORK SHOWN ON THIS PLAN SHALL BE DONE IN ACCORDANCE WITH THE CALIFORNIA BUILDING CODE'S LATEST EDITION, OSHA, AND OTHER STATE LAWS AND LOCAL
- 2. ALL GRADING SHALL CONFORM TO THE RECOMMENDATIONS AND REQUIREMENTS OF THE
- PRELIMINARY SOILS REPORT DATED: SEPTEMBER 23, 2022 BY: ALR ENGINEERING & TESTING. 3. CLEAR ALL AREAS OF FILL OF VEGETATION TO A DEPTH OF SIX (6) INCHES OR MORE. NO FILL IS TO BE PLACED UNTIL PREPARATION OF ORIGINAL GROUND IS APPROVED BY THE SOILS ENGINEER,
- TOWN OR COUNTY INSPECTOR. 4. ALL ORGANIC SURFACE MATERIAL AND DEBRIS SHALL BE STRIPPED PRIOR TO ANY GRADING OPERATIONS AND TRANSPORTED AWAY FROM ALL AREAS THAT ARE TO RECEIVE STRUCTURES OR
- FOUNDATION BEARING VALUE SHALL BE AT LEAST 2,000 PSF.
- 6. COMPACTION SHALL BE A MINIMUM OF NINETY PERCENT (90%), COMPACTION TESTS SHALL BE
- MADE FOR EACH 18-24 INCHES OF FILL. 7. FILL SHALL BE PLACED IN LIFTS OF SIX (6) INCHES OR LESS AND SUFFICIENT MOISTURE ADDED
- AND MATERIAL COMPACTED TO ACHIEVE THE REQUIRED PERCENT OF COMPACTION. 8. NO ROCKS GREATER THAN SIX (6") INCHES IN DIAMETER MAY BE PLACED IN FILL.
- 9. MAXIMUM CUT AND FILL SLOPES SHALL BE 2:1.
- 10. ALL GRADED AREAS SHALL SLOPE IN ACCORDANCE WITH THE CALIFORNIA BUILDING CODE'S
- 11. THE PROPERTY OWNER SHALL MAINTAIN ALL ONSITE DRYWELLS AND STORM DRAIN SYSTEMS SUCH THAT TRAPPED WATER WILL PERCOLATE IN THE GROUND WITHIN (7) SEVEN DAYS AFTER A
- 12. BUILDING PADS AND GRADING PLAN CERTIFICATION SHALL BE COMPLETED BY A LICENSED ENGINEER AS REQUIRED BY TOWN STAFF IN ACCORDANCE WITH THE CALIFORNIA BUILDING
- 13. ALL BORROW LOCATIONS SHALL BE APPROVED BY THE TOWN OF APPLE VALLEY AND THE SOILS ENGINEER.

IOSHUA TREES SHALL BE PROTECTED IN PLACE.

PER THE FIRST AMERICAN TITLE INSURANCE COMPANY REPORT DATED 10/04/2019. THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF APPLE VALLEY, COUNTY OF SAN BERNARDINO. STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

#### PARCEL NO. 1:

ALL THAT PORTION OF THE WEST 1/2 OF THE EAST 1/2 OF SECTION 10, TOWNSHIP 5 NORTH, RANGE 4 WEST. SAN BERNARDING BASE AND MERIDIAN. IN THE COUNTY OF SAN BERNARDING, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND ON FILE IN THE DISTRICT LAND OFFICE, LYING SOUTHERLY OF THE SOUTHERLY LINE OF STATE HIGHWAY.

EXCEPTING THEREFROM ANY PORTIONS THEREOF CONVEYED TO THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, BY DEEDS RECORDED IN BOOK 339, PAGE 168, OF DEEDS, AND ON NOVEMBER 9, 1956, IN BOOK 4083, PAGE 470, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ANY PORTION THEREOF LYING WITHIN APPLETON LAND, WATER AND POWER COMPANY, SUBDIVISION NO. 1, AS PER PLAT RECORDED IN BOOK 19 OF MAPS, PAGE 79, RECORDS OF SAID COUNTY.

ALSO EXCEPTING THEREFROM ANY PORTIONS THEREOF LYING WITHIN THOSE PARCELS OF LAND CONVEYED TO THE STATE OF CALIFORNIA FOR PUBLIC HIGHWAY AS DESCRIBED IN THAT CERTAIN DEED FORM APPLETON LAND, WATER AND POWER COMPANY, RECORDED JANUARY 23, 1948, IN BOOK 2111, PAGE 432, OFFICIAL RECORDS. SAID PARCEL OF LAND BEING ALSO DESCRIBED IN QUITCLAIM DEEDS RECORDED IN BOOK 2029, PAGE 183, OFFICIAL RECORDS, AND IN BOOK 2290, PAGE 239, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ANY PORTION THEREOF CONVEYED TO THE STATE OF CALIFORNIA. BY DEED RECORDED FEBRUARY 24, 1961, IN BOOK 5359, PAGE 490, OFFICIAL RECORDS

ALSO EXCEPTING THEREFROM ALL OF THE MINERALS, INCLUDING AND WITHOUT LIMITATION, ALL THE OIL. GAS AND OTHER HYDROCARBON SUBSTANCES BUT EXCLUDING EXPLICITLY LIMESTONE AND WITHOUT ANY RIGHTS TO USE THE SURFACE OR THAT PORTION OF SAID LAND LYING WITHIN 500 FEET OF THE SURFACE, AND ALSO, THE RIGHT TO DRILL INTO AND THROUGH SAID LAND BELOW 500 FEET FROM THE SURFACE, AS RESERVED BY TEXACO PRODUCING INC., BY DEED RECORDED MARCH 2, 1987. INSTRUMENT NO. 87-66790, OFFICIAL RECORDS.

#### PARCEL NO. 2:

THAT PORTION OF THE EAST 1/2 OF THE EAST 1/2 OF SECTION 10, TOWNSHIP 5 NORTH, RANGE 4 WEST SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND ON FILE IN THE DISTRICT LAND OFFICE, LYING SOUTHERLY OF THE SOUTHERLY LINE OF STATE HIGHWAY.

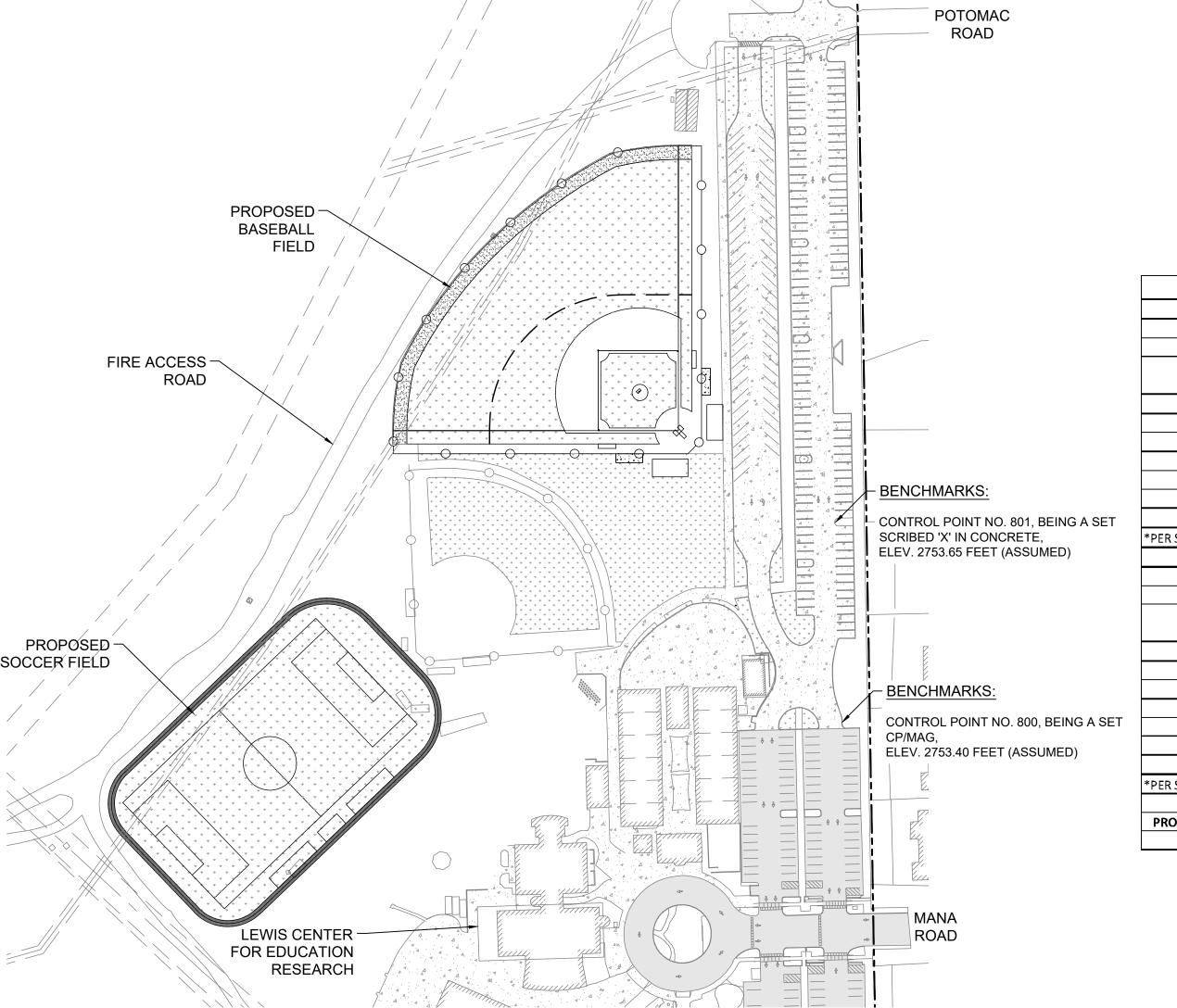
CONVEYED TO THE STATE OF CALIFORNIA FOR PUBLIC HIGHWAY AS DESCRIBED IN THAT CERTAIN DEED FROM APPLETON LAND, WATER AND POWER COMPANY, RECORDED JANUARY 23, 1948, IN BOOK 2111, PAGE 432, OFFICIAL RECORDS. SAID PARCEL OF LAND BEING ALSO DESCRIBED IN QUITCLAIM DEEDS, RECORDED IN BOOK 2029, PAGE 183, OFFICIAL RECORDS, AND IN BOOK 2290, PAGE 239, OFFICIAL RECORDS.

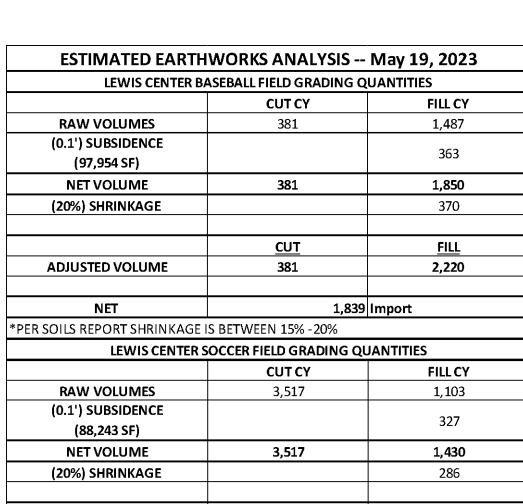
ALSO EXCEPTING THEREFROM ANY PORTION THEREOF CONVEYED TO THE STATE OF CALIFORNIA, BY DEED RECORDED FEBRUARY 24, 1961, IN BOOK 5359, PAGE 490, OFFICIAL RECORDS

ALSO EXCEPTING THEREFROM ALL OF THE MINERALS, INCLUDING AND WITHOUT LIMITATION, ALL THE OIL, GAS AND OTHER HYDROCARBON SUBSTANCES BUT EXCLUDING EXPLICITLY LIMESTONE AND WITHOUT ANY RIGHTS TO USE THE SURFACE OR THAT PORTION OF SAID LAND LYING WITHIN 500 FEET OF THE SURFACE, AND ALSO, THE RIGHT TO DRILL INTO AND THROUGH SAID LAND BELOW 500 FEET FROM THE SURFACE, AS RESERVED BY TEXACO PRODUCING INC., BY DEED RECORDED MARCH 2, 1987. INSTRUMENT NO. 87-66791, OFFICIAL RECORDS.

FOR CONVEYANCING PURPOSES ONLY: APN 0473-183-22-0-000 (AFFECTS PARCEL NO. 1) AND APN 0473-183-21-0-000 (AFFECTS PARCEL NO. 2)

# GRADING PLAN LEWIS CENTER FOR EDUCATIONAL RESEARCH TOWN OF APPLE VALLEY COUNTY OF SAN BERNARDINO, CALIFORNIA EDUCATIONAL RESEARCH





QUANTICO RE

MANA RD

**OWATONNA RD** 

SYMERON RD

ADJUSTED VOLUME 1,716 3,517 1.801 Export \*PER SOILS REPORT SHRINKAGE IS BETWEEN 15% -20% CUT (CY)

FILL (CY) PROJECT TOTALS - ADJUSTED 3,898 3,936 NET 38 IMPORT

#### SOILS ENGINEER

ALR ENGINEERING & TESTING ADDRESS: 18361 SYMERON ROAD APPLE VALLEY, CA 92307 (760) 242-3130

WE/I REPRESENTING LANDMARK CONSULTANTS, INC., INDICATE THAT RECOMMENDATIONS CONTAINED IN REPORTS PERTAINING TO SOILS ENGINEERING CONDITIONS HAVE BEEN COMPLIED WITH TO OUR SATISFACTION. THIS CONFIRMATION IS NOT TO BE CONSTRUED AS AN AUTHENTICATION OF ANY DIMENSIONS OR ELEVATIONS SHOWN

DATE 74782 RGE#

#### REFERENCE SOILS REPORT:

PRELIMINARY GEOTECHNICAL INVESTIGATION K-2 MODULAR CLASSROOM, AES LEWIS CENTER SCHOOL DATED: **SEPTEMBER 23, 2022** 

REVISIONS

SIGNED BY: STEPHAN M. LONGORIA

#### TOWN OF APPLE VALLEY, UTILITY NOTIFICATION

TOWN OF APPLE VALLEY ENGINEERING DIVISION

LIBERTY UTILITIES 21760 OTTAWA ROAD P.O. BOX 7005 APPLE VALLEY, CA 92307 (760) 247-6484

SOUTHWEST GAS CORPORATION 13471 MARIPOSA ROAD VICTORVILLE, CA 92392 (760) 241-9321

CHARTER COMMUNICATIONS (TV) 12490 BUSINESS CENTER DRIVE VICTORVILLE, CA 92392 (760) 843-3000

REVIEWED BY

#### **OWNER**

SITE PLAN

SCALE: 1"=100'

APPLE VALLEY FIRE DEPARTMENT

TOWN OF APPLE VALLEY (SEWER)

14955 DALE EVANS PARKWAY

APPLE VALLEY, CA 92307

SOUTHERN CALIFORNIA EDISON COMPANY

22400 HEADQUARTERS DRIVE

APPLE VALLEY, CA 92307

12353 HESPERIA ROAD

VICTORVILLE,CA 92392

(760) 247-7618

(800) 655-4555

(760) 240-7000

LEWIS CENTER FOR EDUCATIONAL RESEARCH 17500 MANA ROAD APPLE VALLEY, CA 92307

#### OWNER STATEMENT

A CIVIL ENGINEER, SOILS ENGINEER AND/OR GEOLOGIST WILL BE EMPLOYED TO GIVE TECHNICAL SUPERVISION OR MAKE INSPECTIONS OF THE WORK, WHENEVER APPROVAL OF THE PLANS AND ISSUANCE OF THE PERMIT ARE TO BE BASED ON THE CONDITION THAT SUCH PROFESSIONAL PERSONS BE SO EMPLOYED.

17500 MANA ROAD, LLC

**OWNER'S SIGNATURE** 

**INDEX OF SHEETS** SHEET TITLE NUMBER

> C1.0 COVER SHEET BASEBALL FIELD HORIZONTAL CONTROL PLAN

C1.2 SOCCER FIELD HORIZONTAL CONTROL PLAN

BASEBALL FIELD GRADING PLAN SOCCER FIELD GRADING PLAN

C3.1 EROSION CONTROL PLAN

FF - FINISHED FLOOR EROSION CONTROL DETAILS FS - FINISHED SURFACE

TW - TOP OF WALL TF - TOP OF FOOTING SS - SANITARY SEWER

SD - STORM DRAIN CY - CUBIC YARDS FFE - FINISHED FLOOR ELEVATION

TC - TOP OF CURB TG - TOP OF GRATE

TS - TOP OF STEP BS - BOTTOM OF STEP

ABBREVIATIONS:

**EX - EXISTING** 

FL - FLOWLINE

PR - PROPOSED

GB - GRADE BREAK

FG - FINISHED GROUND

DATE

Know what's below.

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#### TOWN OF APPLE VALLEY APPLE VALLEY, CA 92307

14955 DALE EVANS PARKWAY (760) 240-7000 FAX. (760) 247-3885 WEBSITE: WWW.APPLEVALLEY.ORG

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## **BENCHMARK**

CONTROL POINT NO. 800, BEING A SET CP/MAG, ELEV. 2753.40 FEET (ASSUMED)

CONTROL POINT NO. 801, BEING A SET SCRIBED 'X' IN CONCRETE, ELEV. 2753.65 FEET (ASSUMED)

	MIKE P. PODEGRACZ TOWN ENGINEER	DATE
	FOR CONCEPT ADHERENCE REQUIREMENTS ONLY. THE	BY THE TOWN APPLE VALLEY TO TOWN STANDARDS AND TOWN OF APPLE VALLEY IS NOT ASSUMPTIONS AND ACCURACY.

BY





BRET J. THORPE R.C.E. NO. 82754

18484 Outer Hwy 18 North Ste. 225 Apple Valley, California 92307 Phone: 760.524.9100

DESIGNED BY: BJT

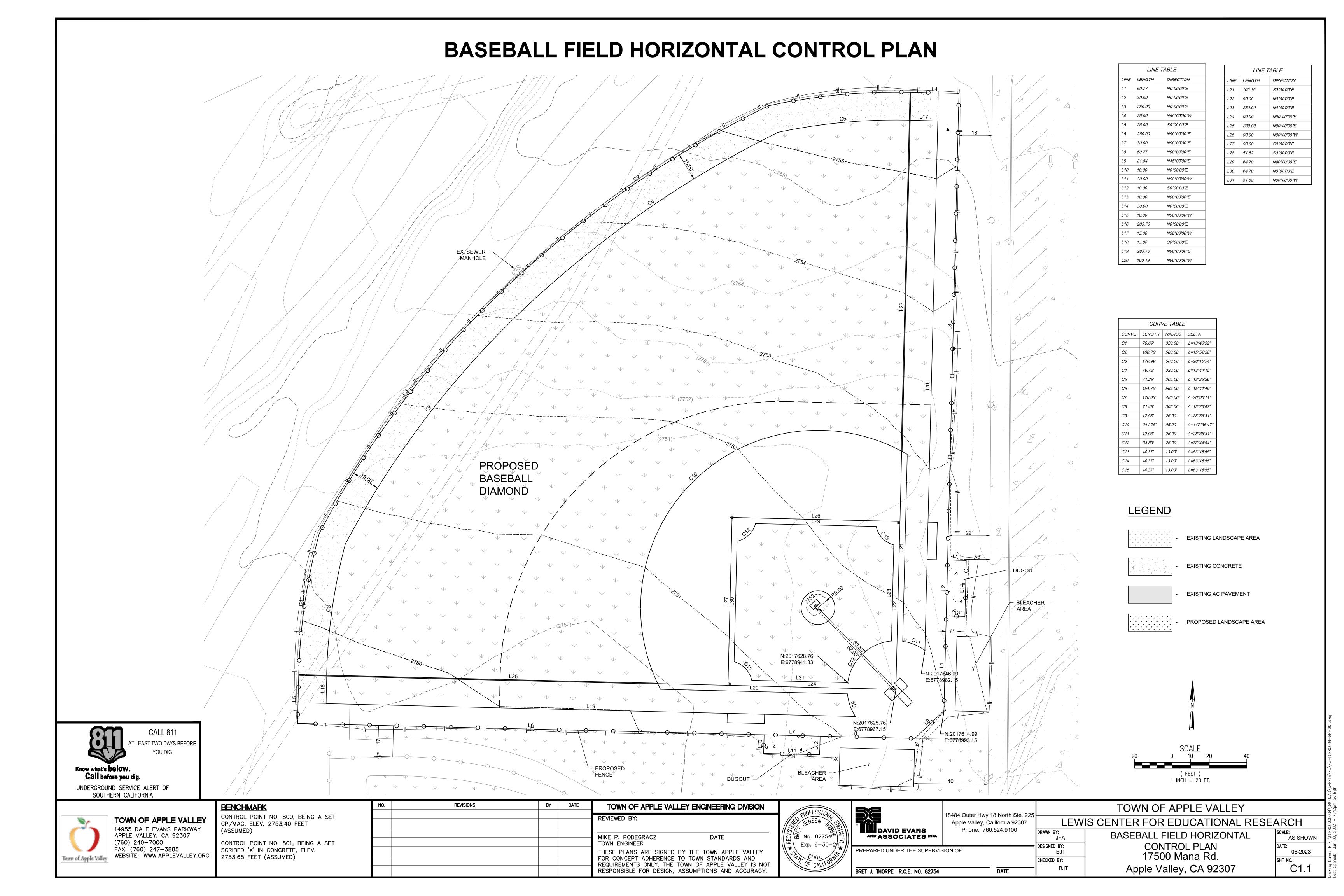
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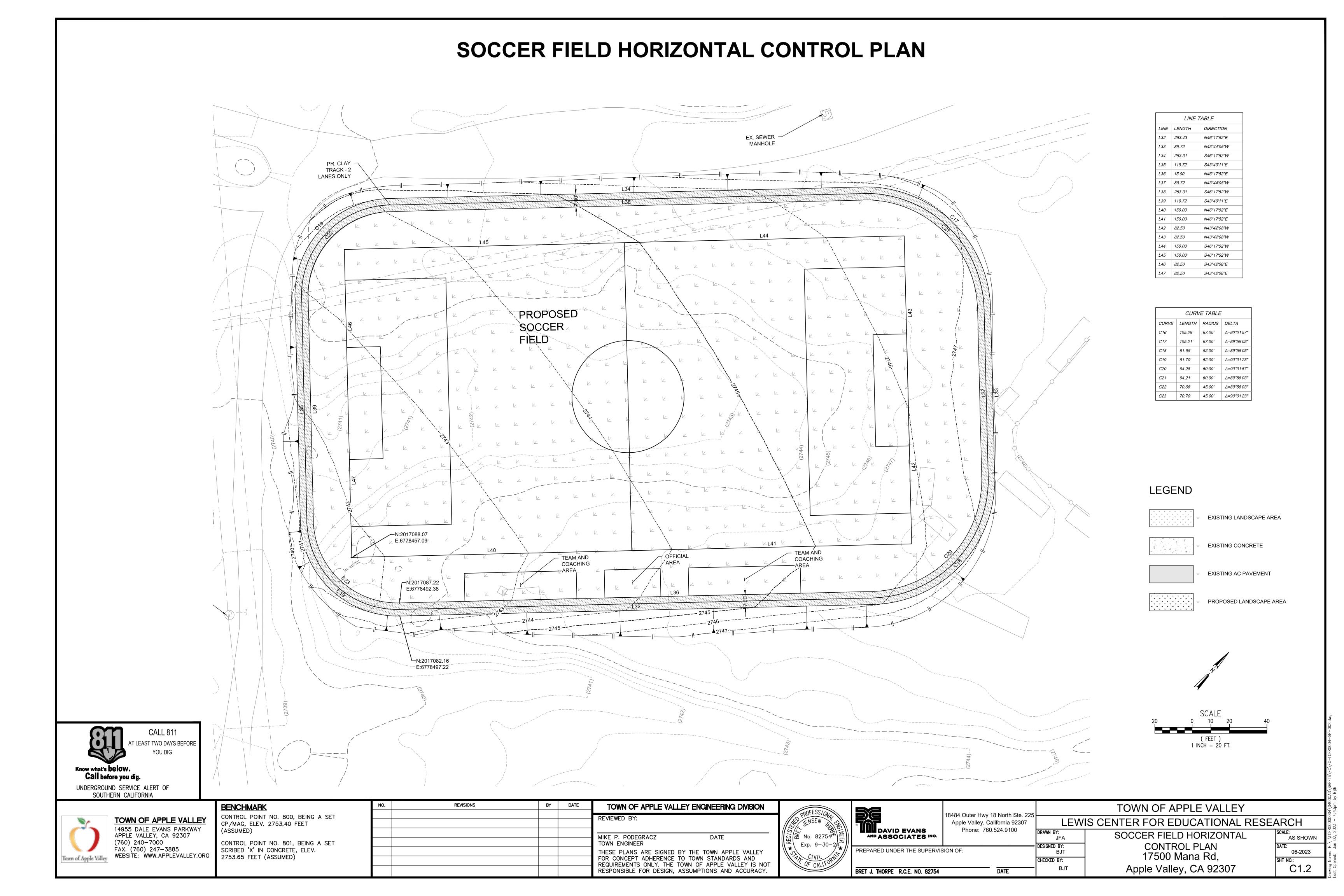
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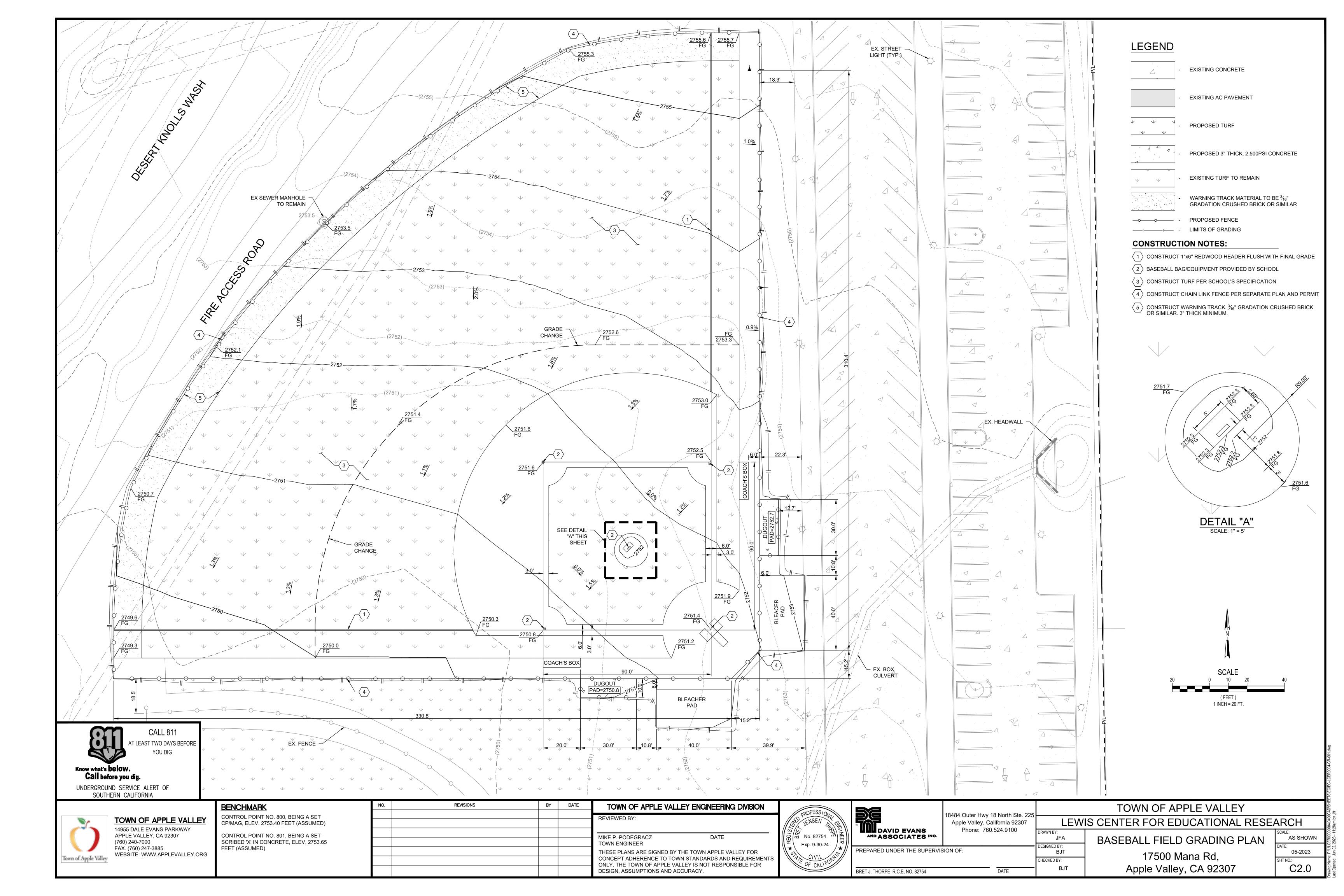
TOWN OF APPLE VALLEY LEWIS CENTER FOR EDUCATIONAL RESEARCH AS SHOWN **COVER SHEET** 17500 Mana Rd,

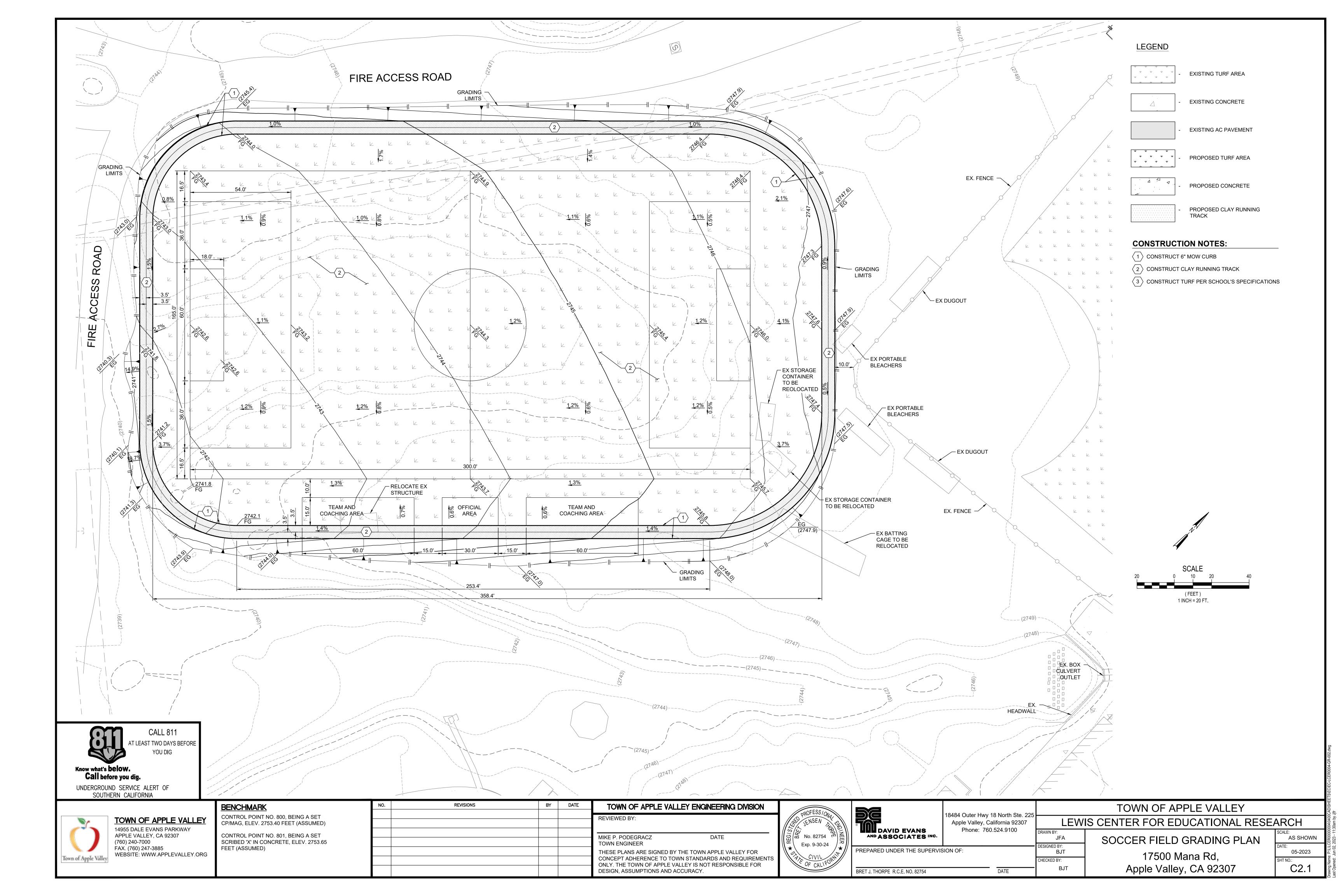
Apple Valley, CA 92307

05-2023 C1.0









#### **EROSION CONTROL PLAN GENERAL NOTES:**

- PLACEMENT FOR EROSION CONTROL IS REQUIRED FOR GRADING OPERATIONS DURING THE RAINY SEASON (OCTOBER 15 TO
- 2. EQUIPMENT AND WORKERS FOR EMERGENCY WORK SHALL BE MADE AVAILABLE AT ALL TIMES. NECESSARY MATERIALS SHALL BE MADE AVAILABLE ON SITE AND STOCKPILES AT CONVENIENT LOCATIONS TO FACILITATE RAPID CONSTRUCTION OF TEMPORARY DEVICES WHEN RAIN IS IMMINENT.
- DEVICES SHALL NOT BE MOVED WITHOUT THE APPROVAL OF THE CITY BUILDING OFFICIAL
- 4. ALL REMOVABLE PROTECTIVE DEVICES SHOWN ON THE EROSION CONTROL PLAN SHALL BE IN PLACE AT THE END OF EACH DAY WHEN THE FIVE DAY RAIN PROBABILITY FORECAST EXCEEDS FORTY PERCENT (40%).
- AFTER A RAINSTORM, ALL SILT AND DEBRIS SHALL BE REMOVED FROM CHECK BERMS, SILT FENCES, DESILTING BASINS AND THE BASINS PUMPED DRY.
- 6. GRADED WORK AREAS AROUND THE PROJECT AT PERIMETER MUST DRAIN AWAY FROM THE FACE OF THE SLOPE AT THE CONCLUSION OF EACH WORKING DAY.
- THE CONTRACTOR SHALL BE RESPONSIBLE AND SHALL TAKE NECESSARY PRECAUTIONS TO PREVENT PUBLIC TRESPASS ONTO AREAS WHERE IMPOUNDED WATER CREATES HAZARDOUS CONDITIONS.
- 8. DE-SILTING BASINS ARE TO BE CONSTRUCTED AS GRADING OF INDIVIDUAL GRADING AREAS ARE COMPLETE PER ROUGH GRADING PLANS
- 9. TEMPORARY EROSION PROTECTION IS REQUIRED FOR MANUFACTURED SLOPES PRIOR TO PERMANENT PLANTING. ALL SLOPES EXCEEDING THREE FEET IN HEIGHT SHALL USE A PLANTING MIX FOR BASIC EROSION CONTROL IF NOT AND LANDSCAPED IMMEDIATELY FOLLOWING GRADING BASIC EROSION CONTROL MIX:
  - A. LBS. /ACRES SPECIES PURITY PLS.
  - B. 20.0 BROMIIS MOLLIS 95/89 81%
  - C. 30.0 TRIFOLIUM HIRUM 95/85 81%
  - D. 8.0 VULPIA 90/80 72%
- 10. ALL AREAS SHALL BE MAINTAINED SUCH THAT EMERGENCY RESPONSE VEHICLES HAVE ACCESS. (INCLUDING ACCESS TO NEIGHBORING PROPERTY). IN CASE OF EMERGENCY CONTACT RYAN CHAMBERLAIN OF AAE LEWIS CENTER FACILITIES
- 11. NO OBSTRUCTION OR DISTURBANCE OF NATURAL DRAINAGE COURSES OR EXISTING STORM DRAIN INLETS SHALL OCCUR DURING THE RAINY SEASON UNLESS ADEQUATE TEMPORARY/PERMANENT DRAINAGE FACILITIES HAVE BEEN APPROVED AND INSTALLED TO CARRY SURFACE WATER TO THE STREET, STORM DRAIN OR NATURAL WATER COURSES
- 12. THE CONTRACTOR SHALL CONDUCT HIS OPERATIONS IN SUCH A MANNER THAT THE STORM RUN-OFF WILL BE CONTAINED WITHIN THE PROJECT OR CHANNELED INTO THE STORM DRAIN SYSTEM THAT SERVES THE RUN-OFF AREA. STORM RUN-OFF FROM ONE AREA SHALL NOT BE ALLOWED TO DIVERT INTO ANOTHER RUN-OFF AREA.
- 13. CONFORMANCE WITH THE EROSION CONTROL PLAN DOES NOT RELIEVE THE CONTRACTOR FROM HIS RESPONSIBILITIES TO PROTECT THE ADJACENT PROPERTIES FROM POSSIBLE DAMAGE THAT MAY ARISE AS A RESULT OF THE CONSTRUCTION OF THIS PROJECT. EROSION CONTROL SHALL CONSIST OF, BUT NOT BE LIMITED TO, CONSTRUCTING SUCH FACILITIES AND ANY OTHER MEASURES THAT ARE NECESSARY TO PREVENT, CONTROL AND ABATE WATER, MUD AND EROSION DAMAGE TO PUBLIC AND PRIVATE PROPERTY AS A RESULT OF THE CONSTRUCTION OF THIS PROJECT.
- 14. SLOPES CONSTRUCTED PRIOR TO OCTOBER 1<sup>ST</sup> SHALL BE TREATED FOR EROSION CONTROL PRIOR TO OCTOBER 15<sup>TH</sup> SLOPES CONSTRUCTED AFTER OCTOBER 1<sup>ST</sup> SHALL BE TREATED FOR EROSION CONTROL AS THE CONSTRUCTION OF SLOPES PROGRESSES IN INCREMENTS OF TWENTY FIVE FEET (25') OR LESS MEASURED VERTICALLY
- 15. FILL AREAS, WHILE BEING BROUGHT UP TO GRADE AND DURING PERIODS OF COMPLETION PRIOR TO FINAL GRADE, SHALL BE PROTECTED BY VARIOUS MEASURES TO ELIMINATE EROSION AND THE SILTATION OF DOWNSTREAM FACILITIES AND ADJACENT AREAS. THE MEASURE MAY INCLUDE, BUT MAY NOT BE LIMITED TO: TEMPORARY DOWN-DRAINS, EITHER IN THE FORM OF PIPES OR PAVED DITCHES WITH PROTECTED OUTFALL AREAS; GRADED BERMS AROUND AREAS TO ELIMINATE EROSION OF FILL SLOPES BY SURFACE RUN-OFF; CONFINED PONDING AREAS TO DESILT RUN-OFF; PROTECTION SUCH AS SAND BAGS AROUND INLETS WHICH HAVE NOT BEEN BROUGHT UP TO GRADE; AND EARTH BERMS AND APPROPRIATE GRADING TO DIRECT DRAINAGE AWAY FROM THE EDGE OF THE TOP OF THE SLOPES SHALL BE CONSTRUCTED AND MAINTAINED IN FILL AREAS WHERE EARTHWORK OPERATIONS ARE IN PROGRESS.
- 16. TOP OF CUTOFF BROW DITCHES, WHERE REQUIRED ON THE PLANS, SHALL BE CONSTRUCTED PRIOR TO EXCEEDING TWELVE FEET (12') OF CUT, MEASURED VERTICALLY.
- 17. CLEARING AND GRUBBING SHALL BE LIMITED TO AREAS THAT WILL RECEIVE IMMEDIATE GRADING OR STAGING. EROSION CONTROL MEASURES WILL BE REQUIRED TO PROTECT AREAS WHICH HAVE BEEN CLEARED AND GRUBBED PRIOR TO GRADING OPERATIONS AND WHICH ARE SUBJECT TO RUN-OFF DURING THE PERIOD OF RAINY SEASON. THESE MEASURES MAY INCLUDE. BUT NOT BE LIMITED TO; GRADED DITCHES, BRUSH BARRIERS AND SILT FENCES. CARE SHALL BE EXERCISED TO PRESERVE VEGETATION BEYOND THE LIMITS OF GRADING.
- 18. AT THE COMPLETION OF ROUGH GRADING, BUT DURING UNDERGROUND UTILITY INSTALLATION, EROSION CONTROL DEVICES MAY NOT BE PLACED IN AREAS OF ACTIVE CONSTRUCTION BUT SHALL BE AVAILABLE ON SITE. WHEN THE THREE DAY RAIN PROBABILITY EXCEEDS FORTY PERCENT (40%), EROSION CONTROL MEASURES SHALL BE IMPLEMENTED
- 21. APPROVAL OF THESE PLANS DOES NOT RELIEVE THE DEVELOPER FROM RESPONSIBILITY FOR THE CORRECTION OF ERROR AND OMISSION DISCOVERED DURING CONSTRUCTION. UPON REQUEST, THE REQUIRED PLAN REVISIONS SHALL BE PROMPTLY SUBMITTED TO THE TOWN OF APPLE VALLEY FOR APPROVAL
- 22. A GUARD TO INSURE PUBLIC SAFETY WILL BE POSTED ON THE SITE WHENEVER THE DEPTH OF WATER IN ANY DEVICE EXCEEDS TWO FEET (2').
- 23. EROSION CONTROL (WIND AND WATER) SHALL INCLUDE THE;
- A) PROVISIONS FOR CONTINUOUS WATERING DURING GRADING OPERATION TO INCLUDE 24 HOUR ON-CALL OPERATOR OR AS DIRECTED BY TOWN STAFF.
- B) UPON COMPLETION OF THE PROJECT, THE ENTIRE SITE SI TO BE TREATED WITH MAGNESIUM CHLORIDE OR AS DIRECTED BY
- 24. EROSION CONTROL DEVICES SHALL BE DETERMINED BY TOWN OF APPLE VALLEY ENGINEER OR AS DEEMED NECESSARY BY INSPECTOR DURING CONSTRUCTION

#### TEMPORARY EROSION CONTROL MEASURES

#### EFFECTIVE DURING RAINY SEASON OCTOBER 1 TO APRIL 30

FOR ALL CONSTRUCTION ACTIVITIES, THE FOLLOWING BMPs FROM THE 2009 EDITION OF THE CALIFORNIA STORM WATER BMP CONSTRUCTION HANDBOOK MUST BE IMPLEMENTED AS APPLICABLE:

- EROSION CONTROL: EC-1 SCHEDULING EC-7 GEOTEXTILES & MATS
- EC-9 EARTH DIKES AND DRAINAGE SWALES
- SEDIMENT CONTROL: SE-1 SILT FENCE SE-3 SEDIMENT TRAP
- SE-6 GRAVEL BAG BARRIER SE-7 STREET SWEEPING AND VACUUMING SE-10 STORM DRAIN INLET PROTECTION

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WEBSITE: WWW.APPLEVALLEY.ORG

APPLE VALLEY, CA 92307

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Town of Apple Valley

SOUTHERN CALIFORNIA

- WIND EROSION CONTROL
- WE-1 WIND EROSION CONTROL
- TRACKING CONTROL: TC-1 STABILIZED CONSTRUCTION ENTRANCE/EXIT TC-3 ENTRANCE/OUTLET TIRE WASH
- 5. NON-STORM WATER MANAGEMENT: NS-1 WATER CONSERVATION PRACTICES NS-2 DEWATERING OPERATIONS NS-3 PAVING AND GRINDING OPERATIONS NS-6 ILLICIT CONNECTION/DISCHARGE NS-7 POTABLE WATER IRRIGATION NS-8 VEHICLE AND EQUIPMENT CLEANING NS-9 VEHICLE AND EQUIPMENT FUELING NS-10 VEHICLE AND EQUIPMENT MAINTENANCE NS-11 PILE DRIVING OPERATIONS
- WM-1 MATERIAL DELIVERY AND STORAGE WM-2 MATERIAL USE
- WM-4 SPILL PREVENTION AND CONTROL WM-5 SOLID WASTE MANAGEMENT WM-6 HAZARDOUS WASTE MANAGEMENT
- WM-8 CONCRETE WASTE MANAGEMENT

WASTE MANAGEMENT & MATERIALS POLLUTION CONTROL:

GRAVEL BAGS ' PVC PIPE FOR DRAINAGE

OPTION 2

**WASH-OUT PITS** 

DESIGN, ASSUMPTIONS AND ACCURACY.

**USE ANY METHOD** 

TOWN OF APPLE VALLEY ENGINEERING DIVISION ENSEN No. 82754 Exp. 9-30-24



# M DAVID EVANS AND ASSOCIATES INC

BRET J. THORPE R.C.E. NO. 82754

**CONSTRUCTION NOTES** 

(1) INSTALL 6' HIGH CHAINLINK FENCE WITH WIND SCREEN PER CASQA DETAIL SE-1

(3) CONSTRUCT MATERIAL/EQUIPMET STORAGE AREA. PER CASQA DETAIL WM-1

(BOT SAND SHALL BE USED AROUND CATCH BASINS. PER CASQA DETAIL SE-6

(11) CONSTRUCT GRAVEL BAG CHECK DAM AT DISCHARGE POINT PER CASQA SE-4

(9) DUST CONTROL MEASURES TO BE IMPLEMENTED AT ALL TIMES. PER CASAQA DETAIL WE-1

6 CONSULTED FOR PROPER PROCEDURES. PER CASQA DETAIL NS-2.

1 IMPLEMENTED ON AN AS NEEDED BASIS. PER CASQA DETAIL WM-3

SEE DETAIL "A

ON SHEET C3.

Apple Valley, California 92307 Phone: 760.524.9100

18484 Outer Hwy 18 North Ste. 225 DESIGNED BY: BJT

DATE

(10) INSTALL STORM DRAIN CURB OPENING INLET PROTECTION AND DROP IN PROTECTION PER CASQA DEAIL SE-10.

(5) INSTALL ON-SITE PORTABLE TOILETS AS SHOWN. WASTE SHALL BE MANAGED PER CASQA DETAIL WM-9.

(2) CONSTRUCT STABLIZED CONSTRUCTION ENTRANCE (METAL SHAKER GRATE.) PER CASQA DETAIL TC-1 AND DETAIL A ON SHEET C4.0

CONSTRUCT WASHOUT PIT FACILITES. EXACT LOCATIONS TO BE DETERMINED BY SITE SUPERINTENDENT BUT SHALL BE LOCATED MORE THAN 50 FEET AWAY

FROM A STORM DRAIN, OPEN DITCH OR SURFACE WATERS. TO BE IMPLEMENTED ON AN AS NEEDED BASIS. PER CASQA DETAIL TC-3 AND DETAILS C ON C4.0

IF NECESSARY, ADD TEMPORARY DEWATERING OPERATION TO REMOVE WASTE STORM WATER FROM EXCAVATION. DEWATERING CONTRACTOR SHALL BE

STOCKPILE EROSION CONTROL DEVICES READY TO BE PLACED IN POSITION WHEN RAIN IS FORECASTED OR WHEN DIRECTED BY THE INSPECTOR. TO BE

CHECKED BY:

BJT

INSTALL GRAVEL BAGS ALONG PERIMETER OF CONSTRUCTION AREA AS NEEDED. INSTALL GRAVEL BAGS, MINIUM 1 ROW WIDE, 2 BAGS HIGH. ONLY GRVEL BAGS

#### TOWN OF APPLE VALLEY LEWIS CENTER FOR EDUCATIONAL RESEARCH DRAWN BY: JFA

2"x2" 14 GAUGE WIRE

FILTER FABRIC MATERIAL 60"

WIDE ROLLS USE STAPLES OR WIRE RINGS TO ATTACH

BURY BOTTOM OF

8"X12" TRENCH

**ELEVATION VIEW** 

- FILTER MATERIAL IN

STEEL "T" POST

FABRIC TO WIRE

FABRIC OR EQUAL

**EROSION CONTROL DETAILS** 17500 Mana Rd, Apple Valley, CA 92307

AS SHOWN 05-2023 C3.0

FILTER FABRIC

2"x2" 14 GAUGE WIRE

FOLD & SET FILTER

FABRIC INTO SOIL

THE EXCAVATED SOIL IN THE

TRENCH AND ON BOTH SIDES -

BACKFILL AND COMPACT

OF FILTER FENCE FABRIC

FABRIC OR EQUAL

STEEL "T" POST

SECTION C-C

MATERIAL



FILTER FABRIC

WM-3 STOCKPILE MANAGEMENT

WM-7 CONTAINMENT SOIL MANAGEMENT WM-9 SANITARY/SEPTIC WASTE MANAGEMENT WM-10 LIQUID WASTE MANAGEMENT

- GRAVEL BAGS STACKED 3 LAYERS HIGH PORTABLE, WATERTIGHT LINE BOTTOM OF PIT ROLL-OFF BIN BY CONCRETE WITH PLASTIC SHEETING WASHOUT SYSTEMS, INC. (OR APPROVED EQUAL) AAAAAA CONCRETE WASHOUT SYSTEMS, INC 1-877-2-WASHOUT OPTION 3 144444

**KEY MAP** 

**DETAIL "E"** SILT FENCE DETAIL **DETAIL** "C"

# REQUIRED BY FIELD CONDITIONS

# **BENCHMARK**

CONTROL POINT NO. 800, BEING A SET TOWN OF APPLE VALLEY CP/MAG, ELEV. 2753.40 FEET (ASSUMED)

NS-12 CONCRETE CURING

NS-13 CONCRETE FINISHING

SCRIBED 'X' IN CONCRETE, ELEV. 2753.65

CONTROL POINT NO. 801, BEING A SET FEET (ASSUMED)

REVISIONS BY NO. **REVIEWED BY:** TOWN ENGINEER

— 12" DEEP

**ELEVATION** 

SHAKERGRATES OF CORRUGATED STEEL

3" to 6" DIAMETER

**DETAIL "A"** 

STABILIZED CONSTRUCTION ENTRANCE

CURB OPENING INLET

LINE BOTTOM OF PIT

STRAW BALES

STAKED WITH TWO

STAKES PER BALE

OPTION 1

AND COVER STRAW BALES

WITH PLASTIC SHEETING

P: 866-521-0724

F: 510-521-3972

- FRACTURED STONE AGGREGATE

OVER GEOTEXTILE LINER

**EXISTING** 

GROUND

30' MIN.

**GRAVEL BAGS** 

OPTION 1

ERTEC ENVIRONMENTAL SYSTEMS (OR APPROVED EQUIVALENT)

- CURB INLET/ CATCH BASIN GUARDS

THE CONTRACTOR MAY

DETAIL "B"

STORM DRAIN CURB OPENING INLET PROTECTION

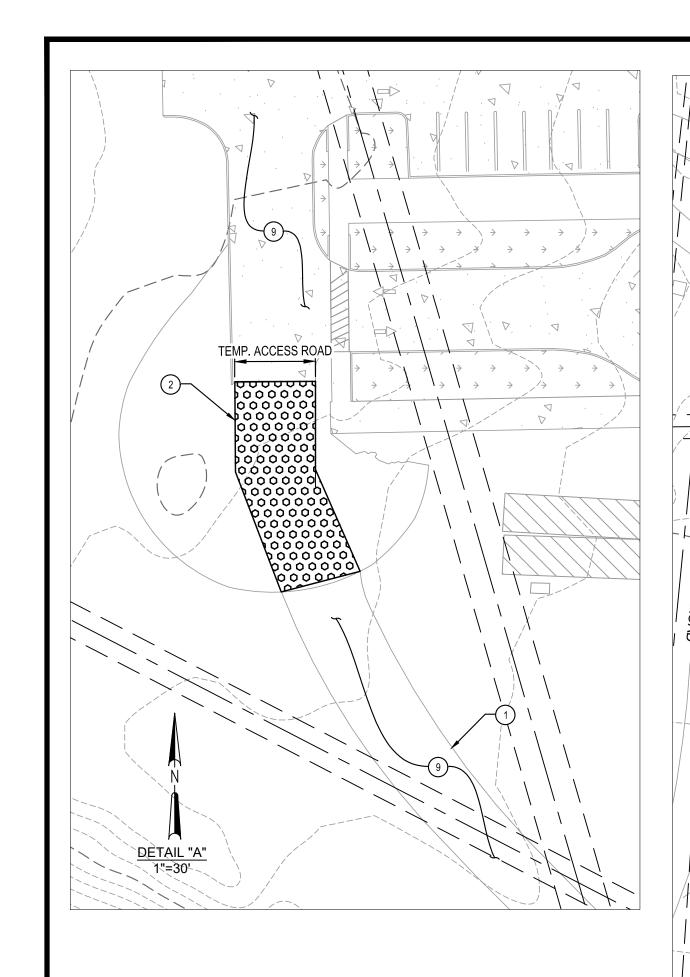
AND DROP INLET PROTECTION

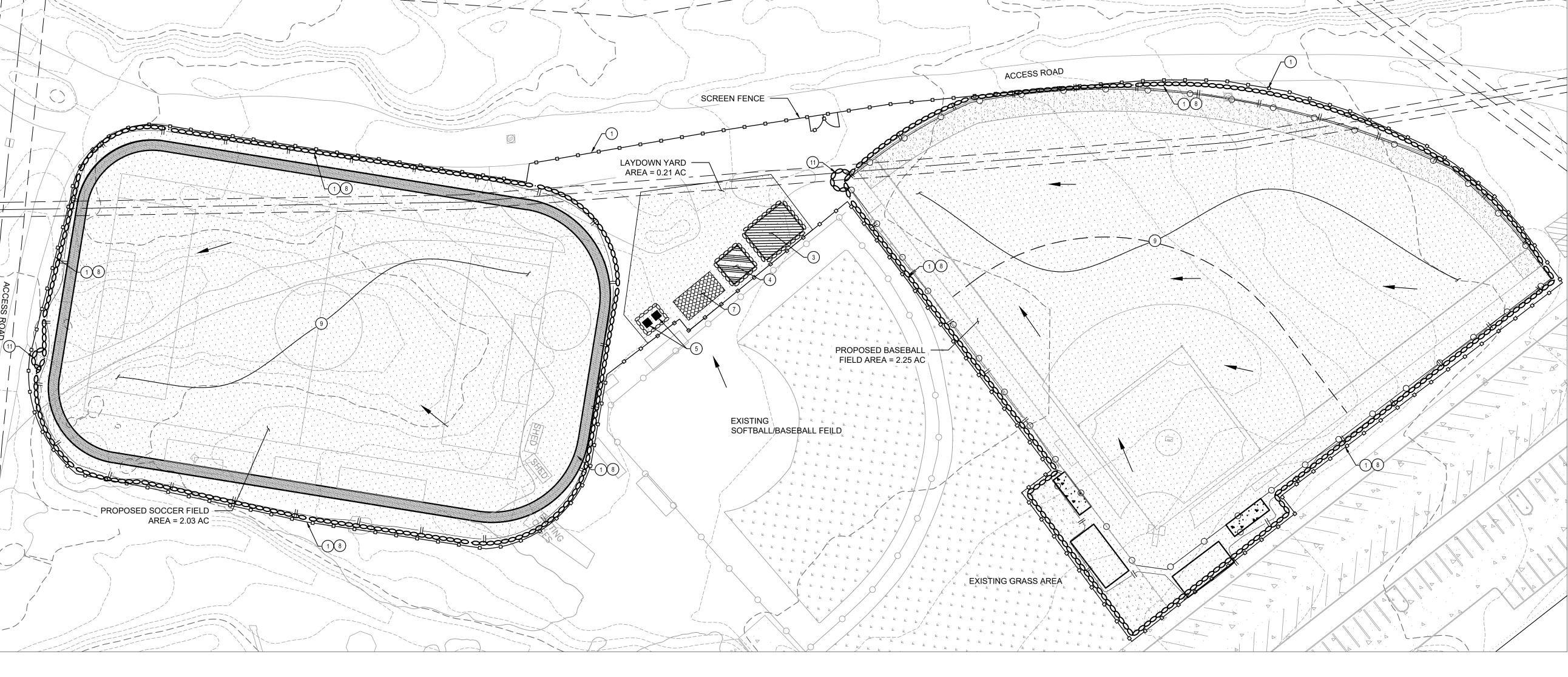
USE EITHER OF THESE 2 OPTIONS.

MIKE P. PODEGRACZ THESE PLANS ARE SIGNED BY THE TOWN APPLE VALLEY FOR CONCEPT ADHERENCE TO TOWN STANDARDS AND REQUIREMENTS ONLY. THE TOWN OF APPLE VALLEY IS NOT RESPONSIBLE FOR

NTS

DETAIL "D" **GRAVEL BAG BARRIER** 

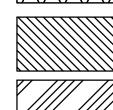




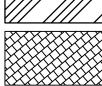




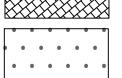
- WASHOUT PIT



- MATERIAL / EQUIPMENT STORAGE AREA



- EROSION CONTROL DEVICE STOCKPILE



- LIMITS OF WORK (4.51 ACRES)



- EXISTING CONCRETE



- GRAVEL BAGS

- 6' HIGH CHAINLINK FENCE WITH WINDSCREEN



- RUNOFF FLOW PATTERN

- PORTABLE TOILETS

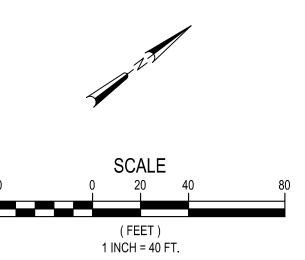


\_\_\_\_**>** 

- STAKED SILT FENCE



- STORM DRAIN CATCH BASIN INLET PROTECTION (ONCE CONSTRUCTED)



#### TEMPORARY EROSION CONTROL MEASURES

#### EFFECTIVE DURING RAINY SEASON OCTOBER 1 TO APRIL 30

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NS-13 CONCRETE FINISHING

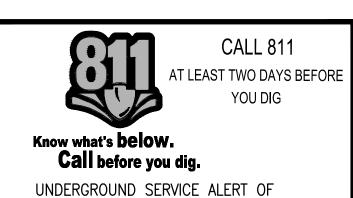
6. WASTE MANAGEMENT & MATERIALS POLLUTION CONTROL: WM-1 MATERIAL DELIVERY AND STORAGE WM-2 MATERIAL USE WM-3 STOCKPILE MANAGEMENT

WM-4 SPILL PREVENTION AND CONTROL WM-5 SOLID WASTE MANAGEMENT WM-6 HAZARDOUS WASTE MANAGEMENT WM-7 CONTAINMENT SOIL MANAGEMENT WM-8 CONCRETE WASTE MANAGEMENT WM-9 SANITARY/SEPTIC WASTE MANAGEMENT WM-10 LIQUID WASTE MANAGEMENT

\*\*\*THE FOLLOWING EROSION CONTROL MEASURES SHALL BE DYNAMIC IN THEIR APPLICATION TO THE CONSTRUCTION SITE. CONTRACTOR SHALL RECONFIGURE AND UPDATE CONSTRUCTION SITE EROSION CONTROL MEASURES AS THE CONSTRUCTION OF THE SITE PROGRESSES AND CHANGES, TO THE SATISFACTION OF THE SITE INSPECTOR. CONTRACTOR SHALL RECORD SAID CHANGES, IN THE FIELD, ON THE EROSION CONTROL PLAN/SWPPP EXHIBIT KEPT AT THE JOB SITE.

#### **CONSTRUCTION NOTES**

- 1) INSTALL 6' HIGH CHAINLINK FENCE WITH WIND SCREEN PER CASQA DETAIL SE-1
- (2) CONSTRUCT STABLIZED CONSTRUCTION ENTRANCE (METAL SHAKER GRATE.) PER CASQA DETAIL TC-1 AND DETAIL A ON SHEET C4.0
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- 6 IF NECESSARY, ADD TEMPORARY DEWATERING OPERATION TO REMOVE WASTE STORM WATER FROM EXCAVATION. DEWATERING CONTRACTOR SHALL BE CONSULTED FOR PROPER PROCEDURES. PER CASQA DETAIL NS-2.
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TOWN OF APPLE VALLEY

WEBSITE: WWW.APPLEVALLEY.ORG

14955 DALE EVANS PARKWAY

APPLE VALLEY, CA 92307

(760) 240-7000

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SOUTHERN CALIFORNIA

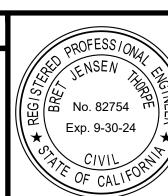
Town of Apple Valley

#### **BENCHMARK**

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CONTROL POINT NO. 801, BEING A SET SCRIBED 'X' IN CONCRETE, ELEV. 2753.65 FEET (ASSUMED)

N	10.	REVISIONS	BY	DATE	TOWN OF APPLE VALLEY ENGINEERING DIVISION			
					REVIEWED BY:			
					MIKE P. PODEGRACZ DATE TOWN ENGINEER			
					THESE PLANS ARE SIGNED BY THE TOWN APPLE VALLEY FOR CONCEPT ADHERENCE TO TOWN STANDARDS AND REQUIREME ONLY. THE TOWN OF APPLE VALLEY IS NOT RESPONSIBLE FOR DESIGN, ASSUMPTIONS AND ACCURACY.			



NEFA	DAVID EVANS AND ASSOCIATES INC

BRET J. THORPE R.C.E. NO. 82754

18484 Outer Hwy 18 North Ste. 225 Apple Valley, California 92307 Phone: 760.524.9100 PREPARED UNDER THE SUPERVISION OF: BJT

DATE

TOWN OF APPLE VALLEY DRAWN BY: JFA DESIGNED BY:

CHECKED BY:

LEWIS CENTER FOR EDUCATIONAL RESEARCH **EROSION CONTROL PLAN** 17500 Mana Rd, Apple Valley, CA 92307 BJT

AS SHOWN 05-2023 C3.1

