

RECORDING REQUESTED BY:
San Bernardino County
Real Estate Services Department

WHEN RECORDED MAIL DOCUMENT and
TAX STATEMENT TO:

San Bernardino County
Real Estate Services
Department 385 N. Arrowhead
Avenue, 3rd Floor San
Bernardino, CA 92415-0180

and to:

Scannell Properties #404 LLC
Attn:
8801 River Crossing Blvd., Suite 300
Indianapolis, IN 46260

RECORDER:

Record without fee subject to Govt. Code sections
6103 and 27383
Recordation required to complete chain of title

City of Chino A.P.N. 1055-041-01 (por)	GRANT OF RECIPROCAL EASEMENT (Driveway)	Dept. Code : 11100 (Airports)
---	--	-------------------------------------

The undersigned grantor(s) declare(s):

DOCUMENTARY TRANSFER TAX: \$0.00 (Conveyance is to Government Entity: R&T Code 11922)

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

This Grant of Reciprocal Easement (this "Easement Grant") is made as of the 21st day of May 2024, by and between **SCANNELL PROPERTIES #404, LLC**, a Delaware limited liability company ("Scannell"), and **San Bernardino County, a body corporate and politic of the State of California** ("County").

RECITALS

A. The County is the fee owner of certain real property, comprising approximately 20 acres, located in the City of Chino, County of San Bernardino, State of California (the "County Property"), described in Exhibit "A" and illustrated in Exhibit "B", which exhibits are attached hereto and made a part hereof, and commonly identified as Assessor's Parcel Number 1055-041-01.

B. Scannell is the fee owner of certain real property, comprising approximately 80 acres, located in the City of Chino, County of San Bernardino, State of California (the "Scannell Property"), described in Exhibit "C" and illustrated in Exhibit "D", which exhibits are attached hereto and made a part hereof, and commonly identified as Assessor's Parcel Number 1054-391-02 and 1054-391-03.

C. Scannell desires to construct a two-lane driveway, one turn lane along a portion of said driveway, and any appurtenances incidental thereto ("Scannell Driveway Improvements") with said turn lane to be entirely located on a portion of the County Property and said driveway to be entirely located on a portion of the Scannell Property.

D. The County desires to grant an easement over a portion of the County Property, comprising approximately 5,792 square feet ("Southern Driveway Easement Area"), described in Exhibit "E" and illustrated in Exhibit "F", which exhibits are attached hereto and made a part hereof, for Scannell to construct, alter, replace, maintain, and repair the turn lane portion of the Scannell Driveway Improvements over, on, upon and across the Southern Driveway Easement Area along with passage and access over, on, upon, and across said driveway improvements located on said easement area.

E. Scannell desires to grant an easement over a portion of the Scannell Property, comprising approximately 32,340 square feet ("Northern Driveway Easement Area"), described in Exhibit "G" and illustrated in Exhibit "H", which exhibits are attached hereto and made a part hereof, for the County's passage and access over, on, upon, and across the two-lane driveway portion of the Scannell Driveway Improvements located on the Northern Driveway Easement Area.

AGREEMENT

In consideration of the foregoing recitals, which are incorporated herein by reference, and the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following terms and conditions:

1. Subject to the terms and conditions of this Grant of Reciprocal Easements ("Easement Grant"), the County grants to Scannell a perpetual, non-exclusive easement solely for DRIVEWAY AND ACCESS PURPOSES for Scannell and its contractors, tenants, invitees, and permitted successors and assigns ("Scannell Parties") to construct, alter, replace, maintain, and repair the turn lane portion of the Scannell Driveway Improvements over, on, upon and across the Southern Driveway Easement Area along with vehicular (including, without limitation, tractor-trailers) and pedestrian access over, on, upon, and across said portion of the Scannell Driveway Improvements located on the Southern Driveway Easement Area.

2. Subject to the terms and conditions of this Easement Grant, Scannell grants to the County a perpetual, non-exclusive easement solely for ACCESS PURPOSES for County and its contractors, tenants, invitees, and permitted successors and assigns for vehicular (including, without limitation, tractor-trailers) and pedestrian access over, on, upon, and across the two-lane driveway portion of the Scannell Driveway Improvements located on the Northern Driveway Easement Area.

3. Scannell acknowledges and agrees that any and all initial construction and subsequent alterations and replacements of the Scannell Driveway Improvements (whether located on the Southern Driveway Easement Area or the Northern Driveway Easement Area), shall be at Scannell's sole cost and expense, provided that any such construction, alteration, and replacement of the turn lane portion of the Scannell Driveway Improvements to be performed on the Southern Driveway Easement Area, including (but not limited to any underground work), shall

be subject to the County's prior written approval, which shall not be unreasonably withheld, conditioned, or delayed, following submission of plans and specifications. If said construction, alterations, and replacement of the turn lane portion of the Scannell Driveway Improvements on the Southern Driveway Easement Area are approved, potholing shall be performed at Scannell's sole cost and expense. Scannell shall, at its sole cost and expense, comply with all applicable laws and regulations concerning the Scannell Driveway Improvements and Scannell's use of the Southern Driveway Easement Area, including but not limited to securing and maintaining all applicable permits and approvals from appropriate local, state and federal agencies for the Scannell Driveway Improvements. Scannell shall, at its sole cost and expense pay any and all applicable taxes levied by any government agency against the Scannell Driveway Improvements and Scannell's interest in the Southern Driveway Easement Area.

4. Subject to Paragraph 5 below, Scannell shall, at its sole cost and expense, uniformly maintain in good condition and repair the Scannell Driveway Improvements (whether located on the Southern Driveway Easement Area or the Northern Driveway Easement Area) and shall keep the Southern Driveway Easement Area in a neat and tidy condition, free of trash, debris, and weeds, provided any such maintenance and repair to be performed on the Southern Driveway Easement Area that requires work below the surface of the Scannell Driveway Improvements shall be subject to the County's prior written approval, which shall not be unreasonably withheld, conditioned, or delayed, following submission of plans and specifications. Scannell shall provide the County with reasonable advance written notice of any temporary closures of the Scannell Driveway Improvements due to any construction, alterations, replacements, maintenance, or repairs. Any damage to the Southern Driveway Easement Area caused by Scannell or the Scannell Parties shall be promptly repaired by Scannell at Scannell's sole cost and expense to the condition existing immediately prior to such damage, ordinary wear and tear excluded.

5. In the event the County desires to construct, at its cost and expense, a separate road or driveway located solely on the County Property that would connect to and/or abut the Scannell Driveway Improvements, prior to any such construction and connection by the County, the parties shall, in an amendment hereto, modify Paragraph 4 of this Easement Grant to equitably share in the maintenance and repair obligations for the Scannell Driveway Improvements. In this regard, the equitable share of such maintenance and repair obligations shall take into consideration all commercially reasonable factors including, without limitation, the manner and intensity of use by each respective party taking into consideration the number of vehicle trips and types of vehicles that will be utilizing such improvements. Furthermore, said improvements are subject to Scannell's prior written approval, which shall not be unreasonably withheld, conditioned, or delayed, following submission of plans and specifications.

6. This Easement Grant shall be permanent and perpetual, and, together with the obligations, rights and benefits thereof, shall run with and burden the Southern Driveway Easement Area and inure to the benefit of the owner of the Scannell Property and their respective grantees, successors and assigns as the owner(s) of all or any portion of the Scannell Property. Except in connection with a sale of the Scannell Property as contemplated in the immediately preceding sentence, Scannell shall not have the right to assign or otherwise transfer this Easement Grant and the rights herein without the County's prior written consent. In the event of a sale of the Scannell Property, Scannell shall provide written notice of such sale to the County. This Easement Grant shall not include the right for any co-location of utilities, systems, or other improvements in the Southern Driveway Easement Area by any party other than Scannell without the County's prior written consent, which consent shall not unreasonably withheld, conditioned or delayed.

7. This Easement Grant is further subject to the following:

(i) With respect to the Southern Driveway Easement Area, all permits, agreements, licenses, leases, easements, reservations, restrictions, conditions,

covenants, encumbrances, liens, right of ways, and claims of title which may affect the County Property, whether recorded or not; and (ii) the County's right to use and access the Southern Driveway Easement Area for the County's operations, which continuing right to use and access the Southern Driveway Easement Area is hereby expressly reserved for the County and its successors and assigns so long as such use(s) do not unreasonably interfere with the rights herein granted. The use of the word "grant" herein shall not imply any warranty on the part of the County with respect to the Southern Driveway Easement Area or this Easement Grant. The County further reserves the right to grant other easements or licenses at the Southern Driveway Easement Area so long as such use(s) do not unreasonably interfere with the rights herein granted.

(ii) With respect to the Northern Driveway Easement Area, all permits, agreements, licenses, leases, easements, reservations, restrictions, conditions, covenants, encumbrances, liens, right of ways, and claims of title which may affect the Scannell Property, whether recorded or not; and (ii) the Scannell's, or its tenant's and invitees, right to use and access the Northern Driveway Easement Area for such party's operations, which continuing right to use and access the Northern Driveway Easement Area is hereby expressly reserved for Scannell, and its tenants, invitees, successors and assigns so long as such use(s) do not unreasonably interfere with the rights herein granted. The use of the word "grant" herein shall not imply any warranty on the part of the Scannell with respect to the Northern Driveway Easement Area or this Easement Grant. Scannell further reserves the right to grant other easements or licenses at the Northern Driveway Easement Area so long as such use(s) do not unreasonably interfere with the rights herein granted.

(iii) During the period from November 1st through January 15th of each year ("Specific Period"), for so long as FedEx Ground Package System, Inc. ("FedEx") or a substantially similar package delivery service entity is a tenant under a valid lease agreement at the Scannell Property, neither party shall impede nor obstruct the other party's access on and over the Scannell Driveway Improvements, except as provided in this Paragraph 7(iii). In this regard, the parties agree that no construction and/or maintenance and repair will be performed during the Specific Period, except in the event that such work constitutes Necessary Work. With respect to the Southern Driveway Easement Area: (a) in the event the County performs any Necessary Work (as later defined) thereon during the Specific Period, the County shall provide Scannell with not less than forty-eight (48) hours prior written notice, and (b) in the event Scannell performs any work thereon, as permitted under this Easement Grant, during the Specific Period, notwithstanding anything to the contrary in this Easement Grant, Scannell shall provide the County with not less than forty-eight (48) hours prior written notice and obtain the County's prior express written approval. With respect to the Northern Driveway Easement Area, in the event Scannell performs any Necessary Work thereon during the Specific Period, Scannell shall provide the County with not less than forty-eight (48) hours prior written notice. As used in this Easement Grant, the term "Necessary Work" shall mean any work or activities, including but not limited to construction, alterations, replacement, maintenance, repair, and traffic control required as a result of emergency condition(a) adversely affecting the health, public safety, and/or the environment or any work or activities required by the Federal Aviation Administration and/or other governmental or regulatory agencies. For the sole purpose of determining the applicability this Paragraph 7(iii): (x) Scannell represents to the County that, as of the date the parties mutually execute this Easement Grant, FedEx is a tenant at the Scannell Property under a valid lease agreement; (y) Scannell shall promptly provide written notice to the County at the time that Scannell's lease with FedEx at the Scannell Property expires or terminates; and (z) Scannell shall promptly provide written notice to the County at such relevant times that Scannell enters into each subsequent lease, if any, with any package national or regional delivery service entity substantially similar to FedEx at the Scannell Property and when each such lease expires or terminates. Notwithstanding anything to the contrary in this

Easement Grant, the parties acknowledge and agree this Easement Grant does not create nor shall it at any time be deemed to create any third-party beneficiary rights to any tenant or user of the Scannell Property, including but not limited to FedEx or any substantially similar package delivery service entity.

8. The Easement Grant is further subject to a right of flight for the passage of aircraft in the airspace above the surface of the Southern Driveway Easement Area together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft for the use and benefit of the public. Scannell, by accepting this Easement Grant, expressly agrees for itself and any Scannell Parties that it nor they shall make use of the Southern Driveway Easement Area in any manner that interferes with the landing and/or taking off of aircraft from the Chino Airport or any part thereof or otherwise constitutes a hazard to the navigation in the use of the Chino Airport by aircraft. In the event the foregoing covenant is breached, the County reserves the right to enter upon the Southern Driveway Easement Area and cause the abatement of such interference at the sole cost and expense of Scannell if Scannell fails to do so within one hundred and twenty (120) day after Scannell's receipt of a written notice of said breach from the County. Scannell further agrees to conform to all requirements and regulations of the Federal Aviation Administration as may be applicable to Scannell, the Scannell Driveway Improvements, and Scannell's use of the Southern Driveway Easement Area.

9. Scannell hereby agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless County and its authorized officers, employees, authorized agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Easement Grant and use of the Driveway Improvements on the Southern Driveway Easement Area from any cause whatsoever, to the extent such claims, actions, losses, damages and/or liability were caused by acts, errors, or omissions, negligence, or intentional misconduct of Scannell, the Scannell Parties, or anyone under the control of Scannell ("indemnitees"), and for any costs or expenses incurred by County on account of such claims, except where such indemnification is prohibited by law. Scannell's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" as provided in Civil Code Section 2782. Scannell's foregoing indemnification obligation does not apply to any claims, actions, losses, damages, and/or liability arising out any hazardous substances that existed on the Southern Driveway Easement Area before the date this Easement Grant is mutually executed by the parties, unless Scannell, the Scannell Parties, or anyone under the control of Scannell exacerbates the condition of any pre-existing hazardous substances; in which case, Scannell shall be responsible for any and all costs and liabilities associated with the investigation and remediation of such hazardous substances to the extent that the pre-existing condition has been exacerbated.

10. This Easement Grant shall be permanent and perpetual unless this Easement Grant is terminated by mutual agreement of the parties. Upon any such termination, (i) Scannell shall thereupon, without cost to the County, remove all Driveway Improvements and restore the Southern Driveway Easement Area to a condition as near as possible to that which existed on the date this Easement Grant is executed by Scannell, and deliver to the County a quitclaim of Scannell's rights under this Easement Grant, and (ii) the County shall thereupon, without cost to Scannell, deliver a quitclaim deed of the County's rights under this Easement Grant.

11. All notices, documents, correspondence and communications concerning this Easement Grant shall be addressed as set forth below, or as the Parties may hereafter designate by written notice, and shall be sent through the United States mail with postage prepaid, certified or registered, return receipt requested, delivered by nationally recognized overnight courier, or served personally. Any such mailing, delivery, or service shall be deemed given upon the earlier of actual receipt by the addressee or the date receipt is refused by the addressee. Each Party

may change the address for notices by giving the other Party at least ten (10) calendar days' prior written notice of the new address.

To County:

San Bernardino County
Real Estate Services Department
385 N. Arrowhead Avenue, 3rd Floor
300 San Bernardino, CA 92415-0180

To Scannell:

Scannell Properties #404 LLC
Attn: General Counsel
8801 River Crossing Blvd., Suite
Indianapolis, IN 46240

12. In any action or proceeding brought to enforce or interpret any provision of this Easement Grant, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney fees and costs, except that Scannell shall bear those attorney fees and costs incurred by the County as a result of Scannell's indemnity obligations herein.

13. In the event that either party is in default of its respective obligations in this Easement Grant, the non-defaulting party shall give written notice to the defaulting party of such default. If the defaulting party does not cure such default within thirty (30) days after receipt of written notice from the non-defaulting party, the non-defaulting party shall, at its option, have the right (but not the obligation) to cure such default on behalf of and at the expense of the defaulting party (in which event, the defaulting party shall upon demand reimburse the non-defaulting party for all expenses incurred) and/or pursue any rights or remedies available at law or in equity resulting from such uncured default, provided that if the default is of such nature that it cannot reasonably be cured within said thirty (30) days, the defaulting party shall not be in default if the defaulting party commences to cure said default within said thirty (30) day period and thereafter diligently pursues such cure to completion. Notwithstanding the foregoing, in the event that a default of its respective obligations herein would cause imminent injury to persons or imminent and substantial damage to the Driveway Improvements, the defaulting party shall immediately cure such default after receipt of notice from the defaulting party.

14. This Easement Grant shall be construed in accordance with the laws of the State of California.

15. The Parties to this Easement Grant represent and warrant for itself that this Easement Grant has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms and shall run with the County Property and the Scannell Property, respectively.

[SIGNATURE PAGES FOLLOW]

GRANTOR:
San Bernardino County

Dawn Rowe
Chair, Board of Supervisors

Date

SIGNED AND CERTIFIED
THAT A COPY OF THIS
DOCUMENT HAS BEEN
DELIVERED TO THE CHAIR
OF THE BOARD:

LYNNA MONELL,
Clerk of the Board of Supervisors

By:

Deputy

Date: _____

Approved as to Legal Form:
TOM BUNTON,
County Counsel
San Bernardino County,
California

By:

Agnes Cheng
Deputy County Counsel

Date: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California _____
County of _____)

On _____ before me, _____
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

Approved as to Form:

GRANTEE

Scannell Properties #404 LLC
a Delaware limited liability

By: _____
company Scannell Attorney

Date: _____

By: _____

Title

By: _____

MAIL TAX STATEMENTS AS DIRECTED ABOVE

EXHIBIT 'A'

LEGAL DESCRIPTION

SAN BERNARDINO COUNTY PROPERTY APN: 1055-041-01

LOTS 5 AND 6, IN SECTION 28, TOWNSHIP 2 SOUTH, RANGE 7 WEST, ACCORDING TO MAP OF SUBDIVISION OF RANCHO SANTA ANA DEL CHINO, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 6, PAGE 15 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY.

TOGETHER WITH THE SOUTHERLY HALF OF VACATED REMINGTON AVENUE WHERE TITLE HAS PASSED BY CHINO RESOLUTION NO. 2020-029, RECORDED JULY 21, 2020 AS DOCUMENT NO. 2020-0245389 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY.

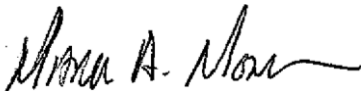
ALSO, TOGETHER WITH EASTERLY HALF OF VACATED COMET AVENUE WHERE TITLE HAS PASSED BY CHINO RESOLUTION NO. 87-291, DATED AUGUST 10, 1987 AND SHOWN ON RS 70/52 RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY

CONTAINING 871,200 SQUARE FEET (20 ACRES) OF LAND, MORE OR LESS.

SUBJECT TO ALL CONDITIONS, RESERVATIONS, RESTRICTIONS, EASEMENTS, OFFERS OF DEDICATIONS, RIGHTS AND RIGHTS OF WAY OF RECORD, IF ANY.

EXHIBIT "B" ATTACHED AND MADE A PART THEREOF.

PREPARED BY OR UNDER THE DIRECTION OF:



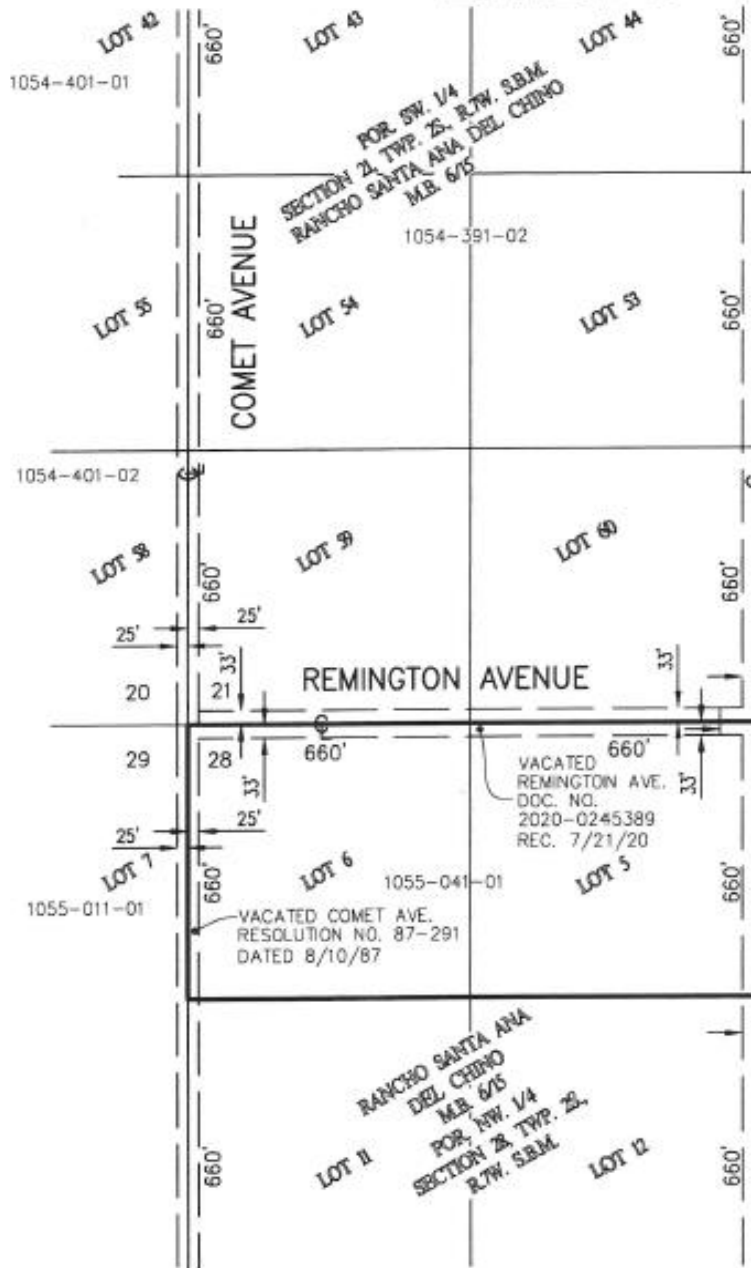
September 10, 2020

MARK A. MONROE P.L.S. #8170

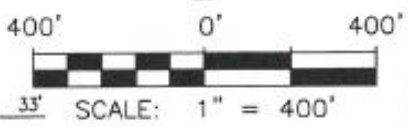
DATE



EXHIBIT 'B'



VICINITY MAP
 N.T.S.



LEGEND

SAN BERNARDINO COUNTY PROPERTY

WestLAND Group, Inc.
 Land Surveyors • Civil Engineers • GIS
 4130 CONCOURS ST., SUITE 100
 ONTARIO, CA 91764
 PHONE: (909) 989-9789
 FAX: (909) 989-9660



PLAT TO ACCOMPANY LEGAL DESCRIPTION
 DRAWN BY: MJ
 DATE: 09/10/20
 APPROVED BY: _____

PROJECT No. 2018-254
 SHEET 1 OF 1

C:\Users\2018\2018-254-1\2018-09-10\2018-09-10\Survey\01_Mapping\MapInfo & Photo\County property - 5 of 5.dwg (2018-09-10 11:18:38 AM)

EXHIBIT 'C'

LEGAL DESCRIPTION

SCANNELL PROPERTY

PARCEL 1: APN: 1054-391-03

THE NORTH 147.16 FEET OF THE WEST 148 FEET OF LOT 38, IN SECTION 21, TOWNSHIP 2 SOUTH, RANGE 7 WEST, ACCORDING TO MAP OF SUBDIVISION OF RANCHO SANTA ANA DEL CHINO, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 6, PAGE 15 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY.

PARCEL 2: APN: 1054-391-02

LOTS 37, 38, 43, 44, 53, 54, 59 AND 60, ALL IN SECTION 21, TOWNSHIP 2 SOUTH, RANGE 7 WEST, ACCORDING TO MAP OF SUBDIVISION OF RANCHO SANTA ANA DEL CHINO, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 6, PAGE 15 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY.

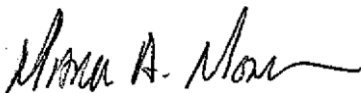
TOGETHER WITH THE EASTERLY HALF OF VACATED COMET AVENUE AND THE NORTHERLY HALF OF VACATED REMINGTON AVENUE WHERE TITLE HAS PASSED BY CHINO RESOLUTION NO. 2020-029, RECORDED JULY 21, 2020 AS DOCUMENT NO. 2020-0245389 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY.

CONTAINING 3,484,800 SQUARE FEET (80 ACRES) OF LAND, MORE OR LESS.

SUBJECT TO ALL CONDITIONS, RESERVATIONS, RESTRICTIONS, EASEMENTS, OFFERS OF DEDICATIONS, RIGHTS AND RIGHTS OF WAY OF RECORD, IF ANY.

EXHIBIT "D" ATTACHED AND MADE A PART THEREOF.

PREPARED BY OR UNDER THE DIRECTION OF:



September 10, 2020

MARK A. MONROE P.L.S. #8170

DATE





LEGEND

 SCANNELL PROPERTY

WestLAND
Group, Inc.

Land Surveyors • Civil Engineers • GI
4150 CONCOURS ST., SUITE 100
ONTARIO, CA 91764
PHONE: (909) 989-9789
FAX: (909) 989-9660

EXHIBIT 'E'

LEGAL DESCRIPTION

DRIVEWAY EASEMENT ON REMINGTON AVENUE

THAT PORTION OF LOT 5, SECTION 28, TOWNSHIP 2 SOUTH, RANGE 7 WEST, AS SHOWN ON THE MAP OF SUBDIVISION OF RANCHO SANTA ANA DEL CHINO, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 6, PAGE 15 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT A 1 INCH IRON PIPE TAGGED "LS 8686", BEING THE INTERSECTION OF THE CENTERLINE OF REMINGTON AVENUE, AND THE CENTERLINE OF FLIGHT AVENUE PER PARCEL MAP NO. 19368, RECORDED IN BOOK 242, PAGES OF 23 AND 24, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY;

THENCE ALONG SAID CENTERLINE OF REMINGTON AVENUE, SOUTH 89°25'56" WEST, 85.00 FEET TO THE **POINT OF BEGINNING**, BEING ON A LINE PARALLEL WITH AND DISTANT 85 FEET, MEASURED AT RIGHT ANGLES, FROM SAID CENTERLINE OF FLIGHT AVENUE;

THENCE ALONG SAID LINE, SOUTH 00°34'15" EAST, 27.50 FEET TO A LINE PARALLEL WITH AND DISTANT 27.50 FEET, MEASURED AT RIGHT ANGLES, FROM SAID CENTERLINE OF REMINGTON AVENUE;

THENCE ALONG SAID LINE, SOUTH 89°25'56" WEST, 137.06 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY, SAID CURVE HAS A RADIUS OF
205.50 FEET;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°22'10" AN ARC DISTANCE OF 76.64 FEET TO A POINT OF REVERSE CURVATURE, SAID CURVE IS CONCAVE SOUTHERLY AND HAS A RADIUS OF 194.50 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 20°48'06" WEST;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°22'10" AN ARC DISTANCE OF 72.54 FEET TO THE CENTERLINE OF REMINGTON AVENUE;

THENCE ALONG SAID CENTERLINE, NORTH 89°25'56" EAST, 282.81 FEET TO THE **POINT OF BEGINNING**;

EASEMENT AREA: 5,792 SQUARE FEET (0.133 ACRES), MORE OR LESS.

SUBJECT TO ALL CONDITIONS, RESERVATIONS, RESTRICTIONS, EASEMENTS, OFFERS OF DEDICATIONS, RIGHTS AND RIGHTS OF WAY OF RECORD, IF ANY.

ALL FOUND MONUMENT DESCRIPTIONS, COURSES, ETC. ARE AS SHOWN ON EXHIBIT "F" ATTACHED HERETO AND MADE A PART HEREOF.

PREPARED BY OR UNDER THE DIRECTION OF:

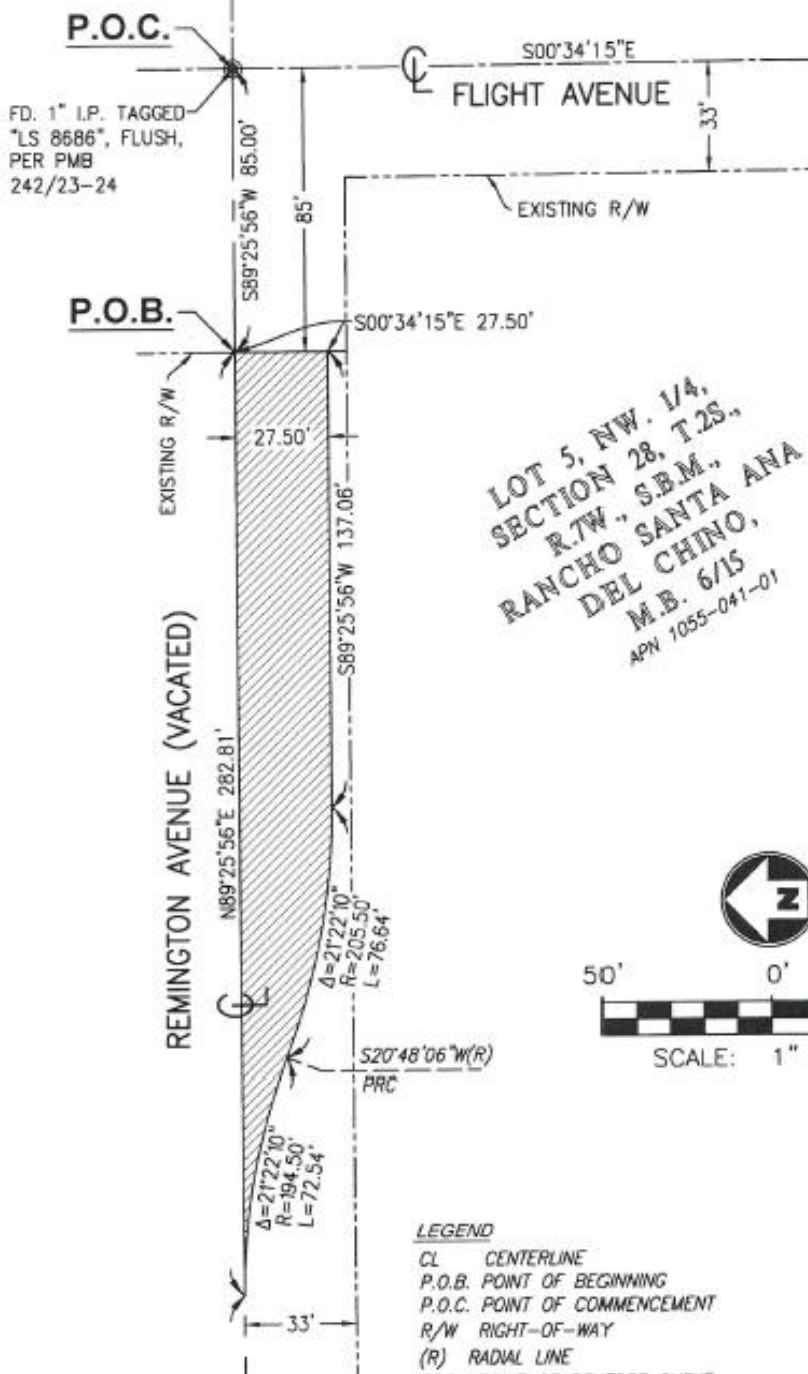
Mark A. Monroe September 10, 2020

MARK A. MONROE P.L.S. #8170

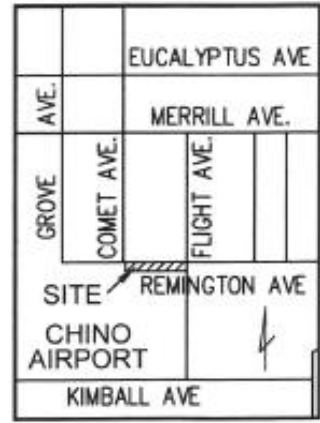
DATE



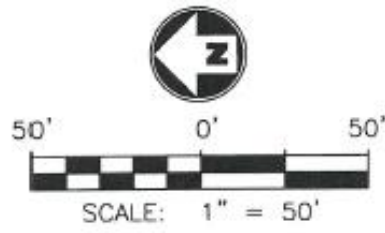
EXHIBIT 'F'



LOT 5, NW. 1/4,
SECTION 28, T.2S.,
R.7W., S.B.M.,
RANCHO SANTA ANA
DEL CHINO,
M.B. 6/15
APN 1055-041-01



VICINITY MAP
N.T.S.



- LEGEND**
- CL CENTERLINE
 - P.O.B. POINT OF BEGINNING
 - P.O.C. POINT OF COMMENCEMENT
 - R/W RIGHT-OF-WAY
 - (R) RADIAL LINE
 - PRC POINT OF REVERSE CURVE
 - EASEMENT FOR DRIVEWAY PURPOSES
AREA: 5,792 SQ.FT. (0.133 AC)



WestLAND
Group, Inc.
Land Surveyors • Civil Engineers • GIS
4150 CONCOURS ST., SUITE 100
ONTARIO, CA 91764
PHONE: (909) 989-9789
FAX: (909) 989-9660

PLAT TO ACCOMPANY LEGAL DESCRIPTION
DRAWN BY Z. MANN DATE 09-10-2020
APPROVED BY D. CROSSWHITE

PROJECT No 2018-254
SHEET 1 OF 1

C:\Users\jman\OneDrive\Documents\2018-254 - CLT.dwg 09/10/2020 10:54:00 AM

EXHIBIT 'G'

LEGAL DESCRIPTION

DRIVEWAY EASEMENT ON SCANNELL PROPERTY: APN 1054-391-02

THAT PORTION OF LOT 59 AND LOT 60, SECTION 21, TOWNSHIP 2 SOUTH, RANGE 7 WEST, SAN BERNARDINO MERIDIAN, AS SHOWN ON THE MAP OF SUBDIVISION OF RANCHO SANTA ANA DEL CHINO, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 6, PAGE 15 OF MAPS, AND THE NORTHERLY HALF OF VACATED REMINGTON AVENUE WHERE TITLE HAS PASSED BY CHINO RESOLUTION NO. 2020-029, RECORDED JULY 21, 2020 AS DOCUMENT NO. 2020-0245389 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT A 1 INCH IRON PIPE TAGGED "LS 8686", BEING THE INTERSECTION OF THE CENTERLINE OF REMINGTON AVENUE, AND THE CENTERLINE OF FLIGHT AVENUE PER PARCEL MAP NO. 19368, RECORDED IN BOOK 242, PAGES OF 23 AND 24, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY;

THENCE ALONG SAID CENTERLINE OF REMINGTON AVENUE, SOUTH 89°25'56" WEST, 85.00 FEET TO THE **TRUE POINT OF BEGINNING** OF A STRIP OF LAND, LYING 38.50 FEET NORTHERLY OF AND PARALLEL WITH THE FORMER CENTERLINE OF SAID REMINGTON AVENUE;

THENCE ALONG SAID LINE, SOUTH 89°25'56" WEST, 840.00 FEET TO THE **POINT OF TERMINATION**

CONTAINING 32,340 SQ. FT. (0.742 AC) OF LAND, MORE OR LESS.

SUBJECT TO ALL CONDITIONS, RESERVATIONS, RESTRICTIONS, EASEMENTS, OFFERS OF DEDICATIONS, RIGHTS AND RIGHTS OF WAY OF RECORD, IF ANY.

ALL FOUND MONUMENT DESCRIPTIONS, COURSES, ETC. ARE AS SHOWN ON **EXHIBIT "H"** ATTACHED HERETO AND MADE A PART HEREOF.

PREPARED BY OR UNDER THE DIRECTION OF:

 _____ September 10, 2020

MARK A. MONROE P.L.S. #8170

DATE



