

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

WHEN RECORDED MAIL TO:

Same as above

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. 1056-161-05 (ptn)	TEMPORARY CONSTRUCTION EASEMENT	DOCUMENT TRANSFER TAX \$ 0.00 Dept. Code : 11000 (Airports)
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This TEMPORARY CONSTRUCTION EASEMENT (“TCE”) is made and entered into by and between Watson Land Company, a California corporation (“Grantor”) and San Bernardino County, a body corporate and politic (“Grantee”).

RECITALS

WHEREAS, Grantor is the fee owner of certain real property, consisting of approximately 13.78 acres of improved land, (“Grantor Property”) with an address of 6810 Bickmore Avenue, Chino, CA 91710 and commonly identified as APN 1056-161-05, as the Grantor Property is more particularly described in Exhibit “A” attached hereto and incorporated herein by reference; and

WHEREAS, Grantee is subject to Cleanup and Abatement Order No. R8-2017-0011 dated January 11, 2017, as may be amended from time to time (“Order”) issued by the California Regional Water Quality Control Board, Santa Ana Region (“Water Board”) regarding groundwater remediation at and near the County-operated Chino Airport in Chino, California; and

WHEREAS, Grantee’s acquisition of a TCE in, on, over, under, and across certain portions of Grantor Property, as more specifically set forth in this TCE, is necessary for the public health, safety and welfare and to implement a remedial action plan pursuant to the Order and approved by the Water Board known as the Chino Airport Groundwater Remedial Project (“Project”).

TEMPORARY CONSTRUCTION EASEMENT

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the mutual covenants and agreements set forth in this TCE and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, effective as of the date the last of the parties executes this TCE Grantor and Grantee hereby agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys to Grantee a temporary construction easement for use by the Grantee and its officers, employees, contractors, consultants, and agents (collectively, "Grantee Agents") in, on, under, over, and across a certain portion of the Grantor Property comprising approximately 10,684 square feet ("TCE Area"), as more particularly described in the legal description attached as Exhibit "B-1" and as depicted in the plat attached as Exhibit "B-2," which exhibits are incorporated herein by reference, to temporarily place, stage, stockpile, and store personal property, including but not limited to trailers, well maintenance rigs and support vehicles, water storage tanks with adequate spill containment berms, walls, fencing, and barriers, machinery, equipment, tools, dirt, and materials, but specifically excluding any hazardous materials other than fuel for vehicles and equipment and products required for water well drilling and disinfection, and, then only in compliance with all applicable laws, during the construction and installation of a well facility for groundwater remediation on the Well Facility Easement Area (as defined in the Grant of Easement entered into by Grantor and Grantee on even date with this TCE), which is located on a separate portion of the Grantor Property.

2. Term of Grant.

(a) The TCE shall remain in effect for a period of three (3) years, commencing on the date the last of the parties executes this TCE ("Effective Date") unless sooner terminated pursuant to the provisions of this TCE ("Term"), provided that, within the Term, Grantee and Grantee Agents shall only have the right to use the TCE Area for one period not to exceed six (6) consecutive months ("Use Period"). Grantee shall provide Grantor with not less than ten (10) business days' written notice prior to the commencement date of the Use Period. On or prior to the commencement date of the Use Period, Grantor shall, at Grantor's sole cost and expense, remove any and all vehicles and other personal property located within the TCE Area to provide Grantee and Grantee Agents with exclusive use of such area for the duration of the Use Period. Grantee and Grantee Agents shall remove all of its personal property from the TCE Area at the end of the Use Period. It is understood that in the event the Grantor plans to sell, enter into a new lease or rent the Grantor Property prior to the expiration date of this TCE, the Grantor shall inform, in writing, any and all parties involved in the sale, new lease, or rental of this TCE and associated construction project and provide a copy of this TCE to such parties, provided that any such sale, new lease, or rental shall be subject to the terms and conditions of this TCE, which shall be binding on the buyer, tenant, or renter for the remainder of the Term.

(b) The TCE and all of the rights granted herein shall terminate automatically without further action by Grantor or Grantee upon its expiration date and any and all interests conveyed in the Grantor Property conveyed in the TCE shall automatically revert to Grantor or its assigns or successors, without the necessity of any further action to effect said reversion. Notwithstanding the foregoing, within thirty (30) days of such termination, Grantee shall deliver to Grantor a duly executed and notarized Release and Quitclaim Instrument in substantially the form attached to this TCE as **Exhibit C**.

3. No Interference. Grantor agrees that Grantor shall not grant or convey any additional easements or other rights in and to the TCE Area to any third parties nor construct or permit to be constructed any permanent

or temporary building, structure, or other obstacle on the TCE Area that would interfere with the rights granted to Grantee and Grantee Agents in this TCE. This “No Interference” provision shall cease to be effective in all respects as of date this TCE terminates. At Grantee’s sole cost and expense, Grantee and Grantee Agents shall have the right to trim, cut, and remove any trees, limbs, branches, shrubs, plants, and other landscaping located in the TCE Area that, in the reasonable opinion of Grantee or Grantee Agents, would materially and adversely interfere with the exercise of the rights herein granted to Grantee and Grantee Agents.

4. Repair and Maintenance. Grantee shall, at its sole cost and expense, keep the TCE Area free of debris and trash. Grantee shall cause any trench, excavation or obstruction it performs in the TCE Area to be adequately barricaded and protected at all times. All work in the TCE Area shall be completed in compliance with applicable laws, in a workmanlike manner, and with minimal hindrance to the use of the remainder of the Grantor Property. Grantee shall be solely responsible for any damage to the TCE Area and to the remainder Grantor Property, inclusive of all improvements thereon, to the extent caused by Grantee’s use of the TCE Area. Grantee shall promptly repair to Grantor’s reasonable satisfaction, at Grantee’s sole cost and expense, any and all such damage. If Grantee does not perform such repairs within a reasonable time after written notice from Grantor, Grantor shall have the right to make the repairs and Grantee shall reimburse Grantor for its actual and reasonable costs therefore within sixty (60) days of receiving an invoice and supporting documents for the same.

5. Subordination. The TCE is subject and subordinate to all existing liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, leases and licenses, easements, and rights of way pertaining to the Grantor Property, in effect as of the Effective Date. The use of the word “grant” shall not imply any warranty on the part of the Grantor with respect to the TCE or the TCE Area.

6. Compliance with Laws. Grantee shall comply with all applicable laws, ordinances and regulations, including but not limited to all applicable regulatory, environmental and safety requirements at Grantee’s sole cost and expense. Grantee shall not use, deposit or permit the use or deposit of any hazardous material (except for fuel for vehicles and equipment and products required for water well drilling and disinfection) or toxic waste or other harmful substances on the Grantor Property or on any other real property of Grantor adjacent to the TCE Area and shall not bring onto the Grantor Property from an offsite location soil or any other type of fill material other than fill materials used in the construction of the well facility.

7. Hold Harmless. The TCE is made on the express condition that Grantor is to be free from all liability by reason of injury or death to persons or injury to property, including any liability for injury or death to the person or property of Grantee, its contractors, agents, officers, members, employees, or licensees or to any property under the direct control or custody of Grantee to the extent such liability is caused by the negligence or intentional misconduct of Grantee or its contractors, agents, officers, members, employees, or licensees in the exercise of Grantee’s rights granted pursuant to the TCE or Grantee’s use of the TCE Area, except to the extent contributed to by the negligence or willful misconduct of Grantor or its officers, employees, and agents. Grantee hereby covenants and agrees to defend and indemnify Grantor, its officers, employees, and agents and save them harmless from any and all liability, injury, losses, or costs to the extent such liability, injury, losses, or costs are caused by the negligence or intentional misconduct of Grantee or its

contractors, agents, officers, members, employees, or licensee in the exercise of Grantee’s rights under the TCE or Grantee’s use of the TCE Area, except to the extent contributed to by the negligence or willful misconduct of Grantor or its officers, employees, and agents. The provisions of this Paragraph 7 shall survive the termination of the TCE.

8. Liens. Grantee shall at all times keep the Grantor Property free and clear of any mechanics' or materialmen's liens for any work performed by or at the request of Grantee and Grantee shall remove such lien within sixty (60) days after written notice from Grantor of the existence of such lien.

9. Notices. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally, delivered by reputable overnight courier service, or sent by postage prepaid, first-class United States mail, certified or registered, return receipt requested. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notices shall be deemed delivered upon the earlier of: (i) actual receipt if personally delivered; or (ii) the date of delivery or refusal of the addressee to accept delivery if such notice is sent by reputable overnight courier service or by postage pre-paid, first-class United States mail, certified or registered, return receipt requested. Any notices received after 5:00 pm on a business day shall be deemed effective on the immediately following business day.

To Grantor: Watson Land Company
 22010 Wilmington Avenue
 Carson, California 90745
 Attention: Craig B. Halverson

with a copy to:

Watson Land Company
22010 Wilmington Avenue
Carson, California 90745
Attention: General Counsel

To Grantee: San Bernardino County
 Attn: Director, Department of Airports
 777 East Rialto Avenue
 San Bernardino, CA 92415

with a copy to:

San Bernardino County
Attn: Director, Real Estate Services Department
385 North Arrowhead Avenue, Third Floor
San Bernardino, CA 92415

[SIGNATURES ON THE FOLLOWING PAGE]

GRANTOR: Watson Land Company

By: _____

Name: Jeffrey R. Jennison

Title: President & Chief Executive Officer

Date: _____

By: _____

Name: Craig B. Halverson

Title: EVP, Real Estate Development

Date: _____

IN WITNESS WHEREOF, this agreement is hereby executed on the day and year first above-written.

Grantee: San Bernardino County

By: _____

Name: Dawn Rowe

Title: Chair, Board of Supervisors

Date: _____

APPROVED AS TO LEGAL FORM:

Laura Feingold, County Counsel
San Bernardino County, California

By: _____

Agnes Cheng
Deputy County Counsel

Date: _____

Exhibit A
Grantor Property – Legal Description

Real property in the City of Chino, County of San Bernardino, State of California, described as follows:

PARCEL A AS SHOWN ON THE DOCUMENT CERTIFICATE APPROVING A LOT LINE ADJUSTMENT, RECORDED ON MARCH 16, 2007 AS INSTRUMENT NO. [07-166453](#) OF OFFICIAL RECORDS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SOUTH ½ OF LOT 60, TOGETHER WITH LOT 67, OF MAP OF SUBDIVISION OF PART OF RANCHO SANTA ANA DEL CHINO, AS PER MAP RECORDED IN [BOOK 6 OF MAPS, AT PAGE 15](#) THEREOF, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, LYING IN SECTION 30, TOWNSHIP 2 SOUTH, RANGE 7 WEST, SAN BERNARDINO MERIDIAN.

APN: 1056-161-05-0-000

Exhibit B-1
TCE Area – Legal Description

CHINO AIRPORT REMEDIAL ACTION PROJECT PROPERTY ACQUISITION
EW-9

TEMPORARY CONSTRUCTION EASEMENT AREA

All the portions of real property situated in the City of Chino, County of San Bernardino, State of California, contained with in Section 30 of Township 2 South, Range 7 West, San Bernardino Meridian, being a portion of Lot 67 of the subdivision of part of Rancho Santa Ana Del Chino recorded on August 8th, 1887, in Book 6, Page 15 of Maps in the County Recorder's Office of said county, more particularly described as follows:

COMMENCING at the intersection of Bickmore Avenue and Fern Avenue as shown on the Corner Record recorded on July 27, 2009, in Book 284, Page 28 in the County Recorder's Office of said County, being a 2 inch iron pipe with nail tagged L.S. 5343; Thence Northerly along the centerline of Fern Avenue North 00°36'16" West a distance of 262.34 feet;

Thence leaving said centerline South 89°23'44" West a distance of 33.00 feet to a point on the westerly right of way line of Fern Avenue, said point being the **TRUE POINT OF BEGINNING**.

Thence leaving said westerly right of way line South 89°23'44" West a distance of 72.00 feet;

Thence along the following six (6) courses:

- 1) North 00°36'16" West a distance of 64.65 feet;
 - 2) North 89°23'44" East a distance of 20.39 feet;
 - 3) North 00°36'16" West a distance of 36.35 feet;
 - 4) South 89°23'44" West a distance of 25.01 feet;
 - 5) North 00°36'16" West a distance of 54.20 feet;
 - 6) North 89°23'44" East a distance of 76.62 feet to a point on the westerly right of way line of Fern Avenue.
- Thence southerly along said westerly right of way line South 00°36'16" East a distance of 155.20 feet to the **TRUE POINT OF BEGINNING**.



Legal Description prepared by or under the supervision
of:

A handwritten signature in cursive script that reads "Daniel C. Helt".

Daniel C. Helt
P.L.S. 8925

09/23/20

Date

Exhibit B-2
TCE Area – Plat

LEGEND

EASEMENT

RIGHT OF WAY

CENTER LINE

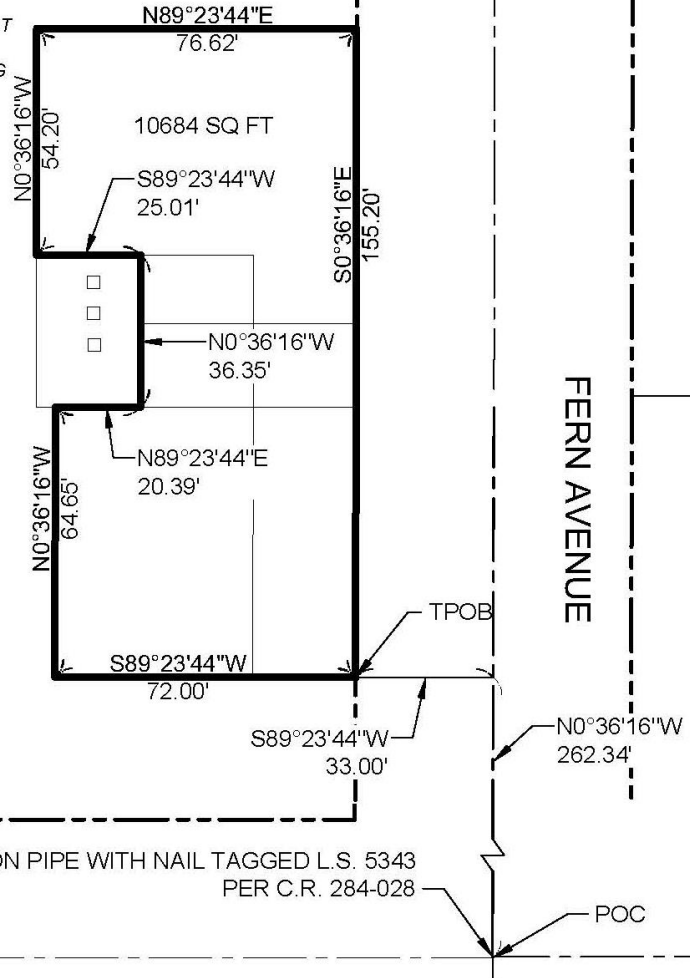
POC POINT OF COMMENCEMENT

TPOB TRUE POINT OF BEGINNING

WELL LOCATION

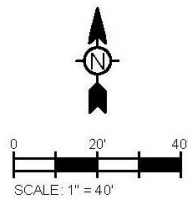


LOT 67
6-MAPS-15
APN: 105616105



BICKMORE AVENUE

FERN AVENUE



TETRA TECH

www.tetrattech.com

711 Tank Farm Rd, Suite 110
San Luis Obispo, California 93401
(805) 542-8619

CHINO AIRPORT REMEDIAL ACTION PROJECT ACQUISITION

TEMPORARY CONSTRUCTION EASEMENT AREA

EW-9

Project No.: 200-180607-19001

Date: 09/23/2020

Drawn By: KS

Exhibit
"B-2"

**Exhibit C
Form of Quitclaim**

RECORDING REQUESTED BY:

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

WHEN RECORDED MAIL TO:

Watson Land Company
22010 Wilmington Avenue
Carson, California 90745
Attention: General Counsel

RECORDER:

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Code Sections 6103 and 27383
Recordation required to complete
chain of title

CITY OF CHINO A.P.N. 1056-161-05 (ptn)	RELEASE AND QUITCLAIM OF TEMPORARY CONSTRUCTION EASEMENT	DOCUMENT TRANSFER TAX \$ 0.00 Dept. Code: 11000 (Airports)
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RELEASE AND QUITCLAIM OF TEMPORARY CONSTRUCTION EASEMENT

This **RELEASE AND QUITCLAIM OF TEMPORARY CONSTRUCTION EASEMENT** is made this ____ day of _____, 202__ (“Effective Date”), by **SAN BERNARDINO COUNTY**, a body corporate and politic ("Grantor"), to **WATSON LAND COMPANY**, a California corporation ("Grantee").

WHEREAS, on or about ____, 202__, Grantee and Grantor executed a Temporary Construction Easement whereby Grantor granted Grantee a temporary construction easement located on an approximately 10,684 square foot area of improved land (the “TCE Area”) in the County of San Bernardino, California, comprising a portion of the real property with an address of 6810 Bickmore Avenue, Chino, CA 91710 and commonly identified as APN 1056-161-05 (the “Property”); and

WHEREAS, the temporary construction easement was duly recorded on _____, 202__ as Instrument No. ____ in Book ____ pages _____ in the office of the Recorder of San Bernardino County (the “Temporary Construction Easement”); and

WHEREAS, Grantee hereby declares and affirms that said Temporary Construction Easement has terminated as of the Effective Date, and Grantee desires to Quitclaim and Release unto the Grantor, its successors, successors-in-interest and assigns, any and all interests Grantee may have in and to the Temporary Construction Easement upon, over, and across the TCE Area.

NOW, THEREFORE, Grantee does hereby **RELEASE, RELINQUISH, AND QUITCLAIM** unto Grantor, its successors, successors-in-interest, and assigns, forever, all of Grantee’s right, title, and interest in and to the Temporary Construction Easement upon, over, and across the TCE Area, and

For avoidance of doubt, this instrument shall have no effect on the Grant of Easement and Agreement (“Agreement”) executed by the parties on even date with the Temporary Construction Easement, which was duly recorded on _____, 202_ as Instrument No. ____ in Book ____ pages _____ in the office of the Recorder of San Bernardino County, whereby Grantor granted Grantee certain easements on a portion of the Property, as more specifically set forth in the Agreement.

IN WITNESS WHEREOF, Grantee has caused this instrument to be signed by its authorized representative, its Director of Real Estate Services Department.

Attest: **San Bernardino County,
a body corporate and politic**

Secretary

By: _____
Printed Name: _____
Title: Director of the Real Estate Services Department

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.

[illegible]

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

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

WITNESS my hand and official seal.

Signature: _____ (Seal)