

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. 1054-401-02 (por)
1055-011-01 (por)

**GRANT OF EASEMENT
(Drainage)**

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

SAN BERNARDINO COUNTY, a body corporate and politic of the State of California ("Grantor")

hereby GRANT(S), subject to the terms and conditions of this Grant of Easement, to the SCANNELL PROPERTIES #404 LLC, a Delaware limited liability company ("Grantee"), a non-exclusive EASEMENT solely for DRAINAGE AND FLOWAGE PURPOSES for Grantee and its contractors, tenants, agents, and permitted successors and assigns to construct and maintain permitted drainage improvements and any appurtenances incidental thereto ("Drainage Improvements") over, under and across a certain portion of Grantor's real property situated in the County of San Bernardino, State of California ("Easement Area") described in Exhibit "A" and illustrated in Exhibit "B", which exhibits are attached hereto and made a part hereof, along with ingress and egress to the Easement Area from Grantor's real property through routes designated by Grantor to exercise the rights granted herein, provided that Grantor reserves the right to provide escort through Grantor's real property. Grantee shall give Grantor not less than twenty-four (24) hours prior notice by email to Admin@airports.sbcounty.gov or by telephone at (909) 387-8810 to coordinate a mutually agreed date and time for such ingress and egress.

Grantee acknowledges and agrees that any and all construction, alterations, replacements, and removals of Drainage Improvements at the Easement Area, including (but not limited to) any underground work, shall be subject to Grantor's prior written approval, which shall not be unreasonably withheld, conditioned, or delayed, and if approved, potholing shall be performed at Grantee's sole expense. At Grantee's sole expense, Grantee shall secure and maintain all applicable permits and approvals from appropriate local, state and federal agencies for Drainage Improvements and Grantee's use of the Easement Area. Grantee shall comply with all applicable laws and regulations concerning Drainage Improvements and Grantee's use of the Easement Area. At all times and at Grantee's sole cost and expense, Grantee shall maintain the Drainage Improvements and Easement Area in substantially as good a condition as existed on the grant date, maintain the Drainage Improvements in good working order, and pay any and all applicable taxes levied by any government agency against Grantee's interest in the Easement Area or Drainage Improvements. Any damage caused by Grantee or its contractors, agents, and employees in its use of the Easement Area or Drainage Improvements shall be promptly repaired by Grantee at Grantee's sole cost and expense to their condition existing immediately prior to such damage.

Except in connection with a sale of the Scannell Property, Scannell shall not have the right to assign or otherwise transfer this Easement Grant and the rights herein without the Grantor's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. This Grant of Easement shall not include the right for any co-location of utilities, systems, or other improvements in the Easement Area by any party other than the Grantee without Grantor's prior written consent, which consent shall not unreasonably withheld, conditioned or delayed.

This Grant of Easement is further subject to: (i) all permits, agreements, licenses, leases, easements, reservations, restrictions, conditions, covenants, encumbrances, liens, right of ways, and claims of title which may affect Grantor's real property, whether recorded or not; and (ii) Grantor's right to use the Easement Area and Drainage Improvements for Grantor's operations which continuing right to said use the Easement Area is hereby expressly reserved for Grantor 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 Grantor with respect to the Easement Area or this Grant of Easement. Grantor further reserves the right to grant other easements or licenses at the Easement Area so long as such use(s) do not unreasonably interfere with the rights herein granted.

This Grant of Easement is further subject to a right of flight for the passage of aircraft in the airspace above the surface of the 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. Grantee, by accepting this easement, expressly agrees for itself and any permitted successors and assigns that it will not make use of the 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, Grantor reserves the right to enter upon the Easement Area and cause the abatement of such interference at the sole cost and expense of Grantee if Grantee fails to do so within one hundred and twenty (120) day after Grantee's receipt of a written notice of said breach from Grantor. Grantee further agrees to conform to all requirements and regulations of the Federal Aviation Administration as may be applicable to Grantee and Grantee's use of the Easement Area.

Grantee hereby agrees to indemnify, defend (with counsel reasonably approved by Granter) and hold harmless Granter and its authorized officers, employees, authorized agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Grant of Easement and use of the Drainage Improvements 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 Grantee or Grantee's officials, officers, agents, employees, contractors or invitees or any other person ("indemnitees"), and for any costs or expenses incurred by Granter on account of such claims, except where such indemnification is prohibited by law. Grantee's indemnification obligation applies to Granter's "active" as well as "passive" negligence but does not apply to Granter's "sole negligence" or "willful misconduct" as provided in Civil Code Section 2782. Grantee's foregoing indemnification obligation does not apply to any claims, actions, losses, damages, and/or liability arising out of any hazardous substances that existed on the Easement Area before the date this Grant of Easement is mutually executed by the parties, unless the Grantee or its contractors, tenants, agents, permitted successors and assigns or anyone under Grantee or its contractors, tenants, agents, and permitted successors and assigns' control exacerbates the condition of any pre-existing hazardous substances; in which case, Grantee 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.

This Grant of Easement shall terminate upon the earliest to occur: (i) termination by mutual agreement of the parties; or (ii) use of the Easement Area is abandoned by Grantee, which shall be deemed to occur after six (6) months of continuous non-use for the purposes set forth herein and written acknowledgement by Grantee of such abandonment. Upon any such termination, if requested by Granter, Grantee shall thereupon, without cost to Granter, remove all Drainage Improvements and restore the Easement Area to a condition as near as possible to that which existed on the date this Grant of Easement is executed by Grantee, and deliver to Granter a quitclaim of Grantee's rights under this Grant of Easement.

All notices, documents, correspondence and communications concerning this Grant of Easement 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. Any such mailing shall be deemed served or delivered upon the earlier of actual receipt or the date receipt is refused. 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.

Notwithstanding the above, either Party may also provide notices, documents, correspondence, or such other communications to the other by personal delivery or by Federal Express or similar courier service and so given shall be deemed to have been given upon receipt.

To Granter:

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

To Grantee:

Scannell Properties #404 LLC Attn:
8801 River Crossing Blvd., Suite 300
Indianapolis, IN 46240

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

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

The Parties to this Grant of Easement represent and warrant that this Grant of Easement has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

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)

GRANTEE

Scannell Properties #404 LLC
a Delaware limited liability company

Approved as to Form:

By: _____

Title

By: _____

Scannell Attorney

By: _____

Date: _____

MAIL TAX STATEMENTS AS DIRECTED ABOVE

EXHIBIT 'A'

LEGAL DESCRIPTION

REMINGTON AVENUE STORM DRAIN EASEMENT

THAT PORTION OF LOTS 57 AND 58 IN SECTION 21, ALSO THAT PORTION OF LOTS 7 AND 8 IN SECTION 28, AND THAT PORTION OF LOT 1 IN SECTION 29, ALL IN 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 SAID COUNTY, BEING A 20 FOOT WIDE STRIP OF LAND, LYING 10 FEET ON EACH SIDE OF A CENTERLINE DESCRIBED AS FOLLOWS:

COMMENCING AT A NAIL AND SAN BERNARDINO COUNTY SURVEY TAG IN LEAD, BEING THE QUARTER CORNER OF SAID SECTIONS 20 AND 21, ALSO BEING THE INTERSECTION OF THE CENTERLINE OF MERRILL AVENUE AND THE CENTERLINE OF GROVE AVENUE, VACATED PER RESOLUTION NO. 95-11, RECORDED ON APRIL 18, 1995 AS INSTRUMENT NO. 19950119847, OF OFFICIAL RECORDS;

THENCE ALONG SAID CENTERLINE OF MERRILL AVENUE, SOUTH 89°38'03" WEST, 17.00 FEET;

THENCE ALONG A LINE PARALLEL WITH AND DISTANT 17 FEET, MEASURED AT RIGHT ANGLES, FROM SAID CENTERLINE OF GROVE AVENUE, SOUTH 00°32'02" EAST, 2,675.15 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 45°00'00" EAST, 20.47 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, SAID CURVE HAS A RADIUS OF 90.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 43°35'18" AN ARC DISTANCE OF 68.47 FEET;

THENCE ALONG A LINE PARALLEL WITH AND DISTANT 3.5 FEET NORTHERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF REMINGTON AVENUE, VACATED PER RESOLUTION NO. 95-40, RECORDED ON MARCH 20, 1995 AS INSTRUMENT NO. 19950084107, OF OFFICIAL RECORDS, NORTH 89°25'56" EAST, 1,260.73 FEET TO A POINT ON THE CENTERLINE OF COMET AVENUE, VACATED, SAID CENTERLINE BEARS NORTH 00°32'02" WEST, SAID POINT BEING THE **POINT OF TERMINUS**;

THE WESTERLY SIDELINES OF SAID STRIP SHALL BE LENGTHENED OR SHORTENED TO TERMINATE WESTERLY ON SAID PARALLEL LINE, BEING DISTANT 17.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF GROVE AVENUE.

THE EASTERLY SIDELINES OF SAID STRIP SHALL BE LENGTHENED OR SHORTENED TO TERMINATE EASTERLY ON SAID CENTERLINE OF COMET AVENUE.

EXCEPTING THEREFROM THAT PORTION OF THE ABOVE DESCRIBED STRIP OF LAND WITHIN SAID REMINGTON AVENUE LYING WESTERLY OF A LINE PARALLEL WITH AND DISTANT 208.00 FEET EASTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF SAID GROVE AVENUE.

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

EASEMENT AREA: 24,532 SQUARE FEET (0.563 ACRES), MORE OR LESS.

ALL FOUND MONUMENT DESCRIPTIONS, COURSES, ETC. ARE AS SHOWN ON **EXHIBIT "B"** ATTACHED HERETO AND MADE A PART HEREOF. PREPARED BY
OR UNDER THE DIRECTION OF:

— *Mark A. Monroe* —

August 27, 2020

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

DATE



EXHIBIT 'B'

S89°38'03"W 17.00'

P.O.C.


MERRILL AVENUE

LEGEND

P.O.C. POINT OF COMMENCEMENT

P.O.B. POINT OF BEGINNING

P.O.T. POINT OF TERMINUS

 STORM DRAIN EASEMENT
AREA: 24,532 SQ.FT. (0.563 AC)



VICINITY MAP
N.T.S.

FOR SE 1/4
SECTION 20, TWP. 2S,
R.7W. S.B.M.
RANCHO SANTA ANA
DEL CHINO
M.B. 6/15

FOR SW 1/4
SECTION 21, TWP. 2S,
R.7W. S.B.M.
RANCHO SANTA ANA
DEL CHINO
M.B. 6/15

17.00'

S00°32'02"E 2675.15'

GROVE AVENUE (VACATED)

1026-081-12

1054-401-01



SCALE: 1" = 400'

APN 1054-401-03
SOUTHERN COUNTIES
GAS CO OF
CALIFORNIA

LOT 64

LOT 51

LOT 8

EXCEPTION

SEE DETAIL (SHEET 2)

P.O.T.

P.O.B.

REMINGTON AVENUE (VACATED)

LOT 1
FOR NE 1/4
SECTION 20, TWP. 2S,
R.7W. S.B.M.
RANCHO SANTA ANA
DEL CHINO
M.B. 6/15
1026-091-04

LOT 8

FOR NW 1/4
SECTION 21, TWP. 2S,
R.7W. S.B.M.
RANCHO SANTA ANA
DEL CHINO
M.B. 6/15
1055-011-01

LOT 7

COMET AVENUE
(VACATED)



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 V. MUNOZ

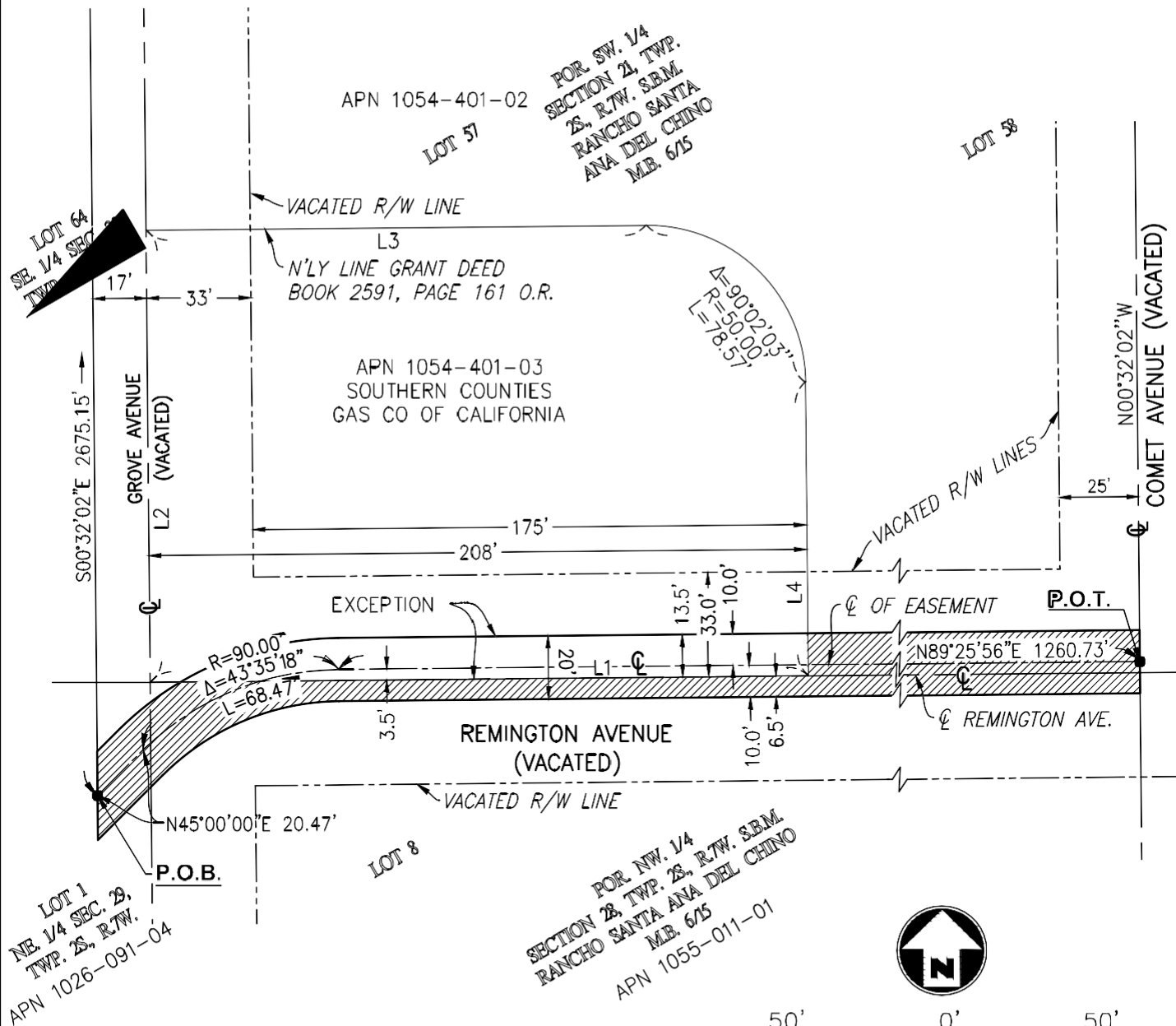
DATE 08-27-20

CHECKED BY D. CROSSWHITE

PROJECT No. 2018-254

SHEET 1 OF 2

EXHIBIT 'B' - DETAIL



LEGEND

CL CENTERLINE

P.O.B. POINT OF BEGINNING

P.O.T. POINT OF TERMINUS

STORM DRAIN EASEMENT
AREA: 24,532 SQ.FT. (0.563 AC)

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°25'56"E	208.00'
L2	N00°32'02"W	143.00'
L3	N89°25'56"E	158.00'
L4	N00°32'02"W	93.00'



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 V. MUNOZ

DATE 08-27-20

CHECKED BY D. CROSSWHITE

PROJECT No. 2018-254

SHEET 2 OF 2

\\192.168.10.4\Projects\Year_2018\2018-254 D&D Eng Chino-Scannell\04 Survey\01 Mapping\Legals & Plats\Remington stormdrain\2018-254_EX B Remington.dwg