

PARTIAL EASEMENT RELINQUISHMENT AGREEMENT

This Partial Easement Relinquishment Agreement ("Agreement") is entered into by and between San Bernardino County Flood Control District (hereinafter, "District") and Chino East End Industrial LLC, a California Limited Liability Company (hereinafter, "Landowner").

- A. Landowner is the fee owner of the fee simple interest in the certain property commonly known as Assessor's Parcel Number (APN) 1013-271-17-0000 located at the southwest corner of Francis and East End Avenues in the City of Chino, San Bernardino County, California ("the Fee Property").
- B. District currently holds two easements at the Fee Property, being (i) an Easement to the District, which is recorded in the Official Records of San Bernadino County on December 14, 1943 in Book 1641 at Page 465 ("1943 Easement") and (ii) an Easement Deed to the United States of America (with the District as the successor-in-interest), which is recorded in the Official Records of San Bernardino County on January 25, 1957 at Book 4140 at Pages 25 – 26 ("1957 Easement").
- C. Landowner has requested that the District relinquish a portion of the 1943 Easement, consisting of approximately 1.404 acres, as more particularly described on Exhibit "A" and shown on Exhibit "B" (the "Relinquishment Area"), attached hereto and made a part hereof by this reference.
- D. District has determined that the Relinquishment Area is no longer necessary to be retained for its uses and purposes and may be disposed.
- E. The parties hereto now desire to enter into this Agreement for the District's quitclaim of the Relinquishment Area to Landowner on the terms and conditions set forth herein.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have set forth the whole of their agreement herein. The performance of this Agreement constitutes the entire consideration for the District's quitclaim of the Relinquishment Area. For avoidance of doubt, the parties hereby acknowledge and agree that this Agreement shall have no effect on the unrelinquished remainder of the 1943 Easement nor any portion of the 1957 Easement.
2. Within thirty (30) days after the mutual execution of this Agreement Landowner shall pay the following to District at the District's address in Paragraph 3: (a) a total of \$1,000 as consideration for the Relinquishment Area, and (ii) an administration fee to reimburse the District for its administrative costs to process this Agreement ("Administrative Fees"), which is currently estimated at a total \$16,640 but shall be finalized by the District contemporaneous with the District's execution of a quitclaim deed in substantially the form attached hereto as Exhibit "C", which is incorporated herein by reference. Subject to the District's receipt of the payments due in this Paragraph 2, District shall execute and record the quitclaim deed.
3. Any notice either party may or is required to give the other shall be in writing and shall be personally delivered, sent by a reputable overnight courier service, or sent by registered

or certified U.S. mail, postage pre-paid, return receipt requested. If by personal delivery, overnight courier service, or registered or certified mail, service shall be deemed to have been received by the receiving party at the time the notice is delivered, or acceptance of delivery is refused to the following addresses:

To District:

San Bernardino County Flood Control District
c/o Real Estate Services Department
385 N. Arrowhead Ave, 3rd Floor
San Bernardino, CA 92415
Attn: Manager of Acquisitions

To Landowner:

Chino East End Industrial LLC, a California Limited Liability Company
3501 Jamboree Road, Suite 3000
Newport Beach, California 92660
Attn: Larry Lukanish

4. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter of this Agreement and may not be modified except by an instrument in writing signed by the party to be bound thereby.
5. If any term or provision of this Agreement shall be held to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.
6. Each individual executing this Agreement on behalf of a party represents and warrants that he or she has been authorized to do so by the party on whose behalf he or she executes this Agreement, and that said party will thereby be obligated to perform the terms of this Agreement.
7. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution, be deemed an original, and all such counterparts together shall constitute one and the same instrument. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.
8. Levine Act Campaign Contribution Disclosure (formerly known as SB 1439). The Landowner has disclosed to the District using Exhibit "D" – Levine Act Campaign Contribution Disclosure (formerly Senate Bill 1439), whether it has made any campaign contributions of more than \$500 to any member of the District's governing body or the County of San Bernardino's (County) Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of the Landowner's proposal to the District, or (2) 12 months before the date this Agreement was approved by the District's governing body or the County's Board of Supervisors. The Landowner acknowledges that under Government Code section 84308, Landowner is prohibited from

making campaign contributions of more than \$500 to any member of the District's governing body or the County's Board of Supervisors or other County elected officer for 12 months after the County's consideration of this Agreement.

In the event of proposed further amendments to this Agreement, Landowner will provide the District a written statement disclosing any campaign contribution(s) of more than \$500 to any member of the District's governing body or the County's Board of Supervisors or other County-elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of Landowner or by a parent, subsidiary or otherwise related business entity of Landowner.

In witness whereof, the parties have executed this Agreement on the day and year set forth below.

San Bernardino County Flood Control District:

By: Dawn Rowe

Title: Chair, Board of Supervisors

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: _____

Deputy

Date: _____

APPROVED AS TO LEGAL FORM:

Laura Feingold, County Counsel
San Bernardino County, California

By: _____

Agnes Cheng
Deputy County Counsel

Date: _____

Chino East End Industrial LLC, a California Limited Liability Company

By: _____

Name: Larry Lukanish

Title: Authorized Agent

Date: _____

EXHIBIT "A"
LEGAL DESCRIPTION OF RELINQUISHMENT AREA

EXHIBIT "A"

LEGAL DESCRIPTION FOR
A PARTIAL QUITCLAIM OF SAN BERNARDINO COUNTY FLOOD CONTROL
DISTRICT GRANT OF EASEMENT RECORDED IN BOOK 1641, PAGE 465 OF
OFFICIAL RECORDS

That certain parcel of land in the Unincorporated Territory of the County of San Bernardino, State of California as described in that certain Grant of Easement to the San Bernardino County Flood Control District recorded December 14, 1943, in Book 1641, Page 465 of Official Records in the Office of the County Recorder of said San Bernardino County.

EXCEPTING THEREFROM that portion lying westerly of the easterly line of that certain Easement Deed to the United States of America recorded January 25, 1957, in Book 4140, Page 25, of Official Records in said Office of the County Recorder.

ALSO EXCEPTING THEREFROM, the northwesterly 10.00 feet of said Grant of Easement to the San Bernardino County Flood Control District.

SUBJECT TO all Covenants, Rights, Rights-of-Way and Easements of Record.

EXHIBIT "B" attached and by this reference made a part hereof.

CONTAINING: 1.404 Acres, more or less



4/16/2024

Kevin D. MacDonald, P.L.S. 8431

Date



Michael Baker International
5 Hutton Centre, Suite 500
Santa Ana, California 92707
JN 191732

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Exhibit "B"
PLAT MAP (page 2 of 2)

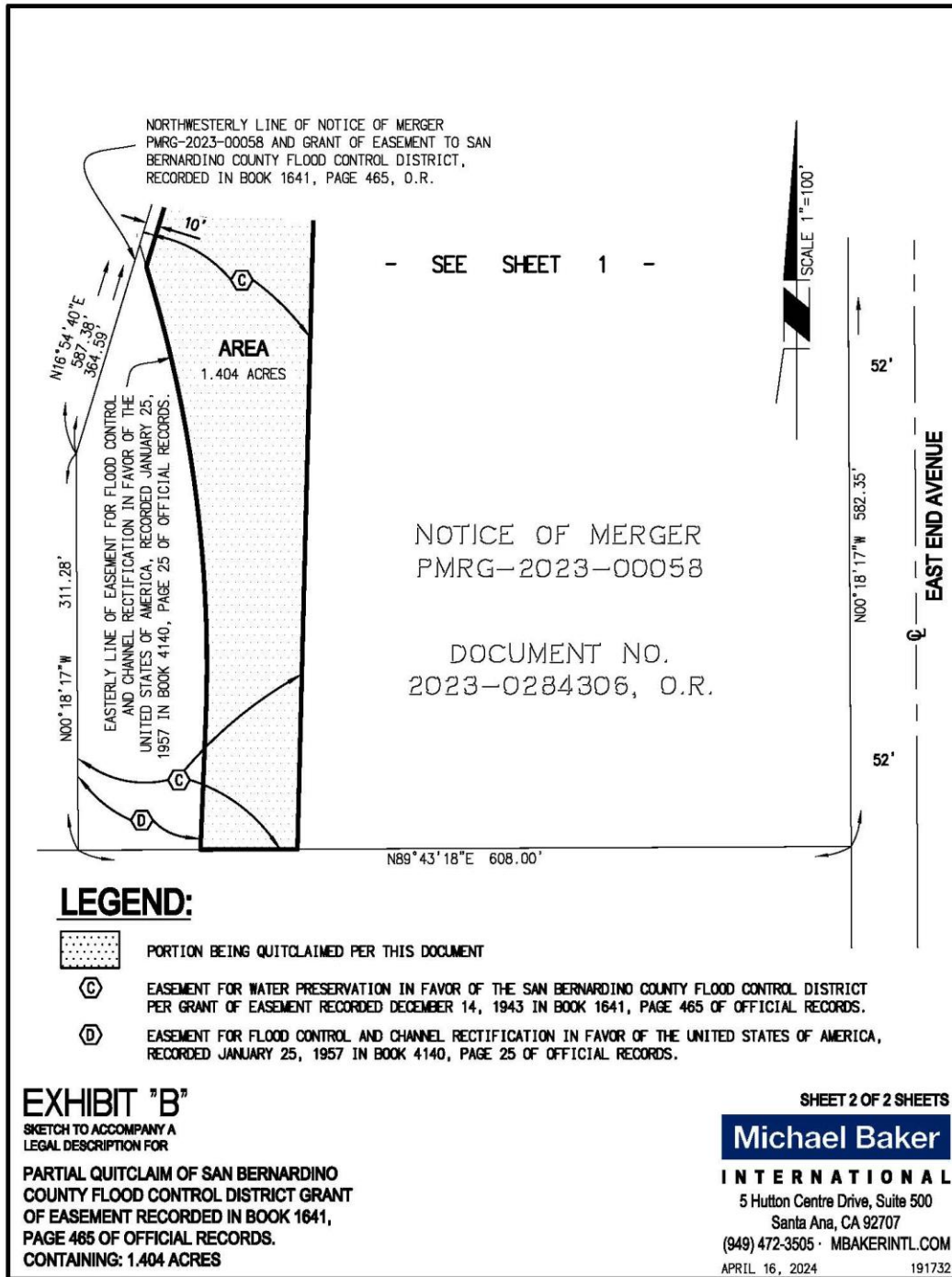


Exhibit "C"
Form of Quitclaim Deed
Follows This Page

RECORDING REQUESTED BY:
SAN BERNARDINO COUNTY
FLOOD CONTROL DISTRICT

WHEN RECORDED MAIL
DOCUMENT TO:
SAN BERNARDINO COUNTY
FLOOD CONTROL DISTRICT
825 E. Third St, room 204
San Bernardino, CA 92415-0835

Record without fee subject to
Gov't Code 6103 & 27383

Project: San Antonio Channel
System No.: 1.101
Parcel No.: 1.101.78
Dept. Code: 11600

**QUITCLAIM DEED
(PARTIAL)**

D.P. No.: N/A
APN: 1013-271-15 (ptn.)
Date: August 14, 2025

The undersigned grantor(s) declare(s):

DOCUMENTARY TRANSFER TAX \$0.00 Conveyance to Government Entity. R&T 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 FLOOD CONTROL DISTRICT, a body corporate and politic of the State of California, **Grantor**, for valuable consideration the receipt of which is hereby acknowledged, does hereby remise, release, and forever quitclaim to **Chino East End Industrial, LLC**, **Grantee**, a portion of those easement rights described in those certain documents recorded in the Official Records of San Bernardino County, on December 19, 1943, in Book 1641, Page 465, Official Records of said County, State of California, said portion being more particularly described as follows:

See Exhibit "A", Legal Description and Exhibit "B", Plat, attached hereto and made a part hereof

**SAN BERNARDINO COUNTY FLOOD
CONTROL DISTRICT**

By: _____

Name: _____

Title: *Chairman, Board of Supervisors* _____

Date: _____

Mail Tax Statement [As](#) Directed Above

EXHIBIT "D"



Levine Act Campaign Contribution Disclosure (formerly known as Senate Bill 1439)

DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the District's governing body or the County's Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the District or County in a proceeding on the matter for the purpose of influencing the District's decision on the matter; or (c) communicates with District or County employees, for the purpose of influencing the District's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the District or County Board or District or County employees for purposes of influencing the District's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the District's governing body or the County's Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources, or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Landowner must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Landowner: CHINO EAST END INDUSTRIAL, LLC
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?
 Yes ☐ If yes, skip Question Nos. 3-4 and go to Question No. 5 No ☒
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: Not applicable
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):
Not Applicable
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
N/A	

6. Name of agent(s) of Landowner:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
N/A		

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and/or Agent(s):
N/A		

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
N/A	

9. Was a campaign contribution, of more than \$500, made to any member of the San Bernardino County Board of Supervisors or other County elected officer involved with this Contract within the prior 12 months, by any of

the individuals or entities listed in Question Nos. 1-8?

No ☒

Yes ☐ If yes, please provide the contribution information in Question 11.

10. Has an agent of Landowner made a campaign contribution of any amount to any member of the San Bernardino County Board of Supervisors or other elected officer involved with this Contract while award of this Contract is being considered?

No ☒ If no, please skip question 11.

Yes ☐ If yes, please provide the contribution information in Question 11.

11. Name of Board of Supervisor Member or other County elected officer:

Name of Contributor:

Date(s) of Contribution(s):

Amount(s):

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Contract, Landowner certifies that the statements made herein are true and correct. Landowner acknowledges that agents are prohibited from making any campaign contributions, regardless of amount, to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County. Landowner understands that the other individuals and entities (excluding agents) listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County.