

## **PROPERTY EXCHANGE AGREEMENT**

THIS PROPERTY EXCHANGE AGREEMENT (Agreement) is entered into by and between SPEEDWAY SBC DEVELOPMENT, LLC (Developer) and the SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT (District) (collectively, the “Parties” and individually, the “Party”) in consideration of the following facts:

### **RECITALS**

**WHEREAS**, District owns in fee Assessor Parcel Number (APN) 0229-291-57, which comprises a portion of San Sevaïne Channel and includes “VIP Road,” which is used by the adjacent Auto Club Speedway property during special events pursuant to a road easement held by Developer, as successor in interest to California Speedway. This Property Exchange Agreement relates to an approximate 3.50-acre (152,460 square foot) portion of APN 0229-291-57 (District Property), which District Property is further described in Exhibit B. District also holds an access easement over the District Property pursuant to a July 6, 1943 Agreement with Kaiser Company, Inc., recorded August 4, 1943, as Book 1613, Page 331 of Official Records (District Access Easement);

**WHEREAS**, Prologis (CCG Ontario, LLC) and others hold access and utility easements over District Property;

**WHEREAS**, Developer seeks to upgrade and utilize VIP Road as a public road in connection with its continued use of the Auto Club Speedway property;

**WHEREAS**, Developer’s affiliate, Speedway Commerce Center Development, LLC, owns in fee APN 0229-291-45 (Developer Property) over which District currently holds an easement, but which District seeks to hold in fee for the purpose of operating and maintaining its San Sevaïne Channel;

**WHEREAS**, the Parties have agreed that it is in their mutual interest to enter into this Agreement setting forth the terms and conditions to exchange the District Property for the Developer Property, through the reciprocal exchange of property through the recordation of deeds;

**WHEREAS**, the Surplus Land Act, specifically, Section 54221(f)(1)(C) of the Government Code defines “exempt surplus land” as, “[s]urplus land that a local agency is exchanging for another property necessary for the agency’s use”;

**WHEREAS**, this Agreement memorializes the exchange of the District Property for the Developer Property, as the Developer Property is necessary for District's use as a part of the San Sevaine Channel;

**WHEREAS**, the District Property, therefore, constitutes surplus exempt property as defined under the Surplus Land Act;

**WHEREAS**, following the recordation of the deeds, Developer shall dedicate VIP Road for public road purposes which, if accepted, will allow District to access the San Sevaine Channel, as may be needed, for construction and maintenance purposes;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

### **EFFECTIVE DATE**

The term "Effective Date", as used in this Agreement, shall mean the date the last of the parties to this Agreement has signed and approved it.

### **COMMITMENTS OF DEVELOPER**

#### **1. Dedication of District Property.**

(a) Following the grant of District Property as set forth in Section 4 below, Developer shall, after improvement of the District Property as provided in Section 2 below, dedicate the District Property for perpetual public roadway purposes, allowing 24 hour/seven days a week public access. In the event that Developer does not dedicate the District Property for perpetual public roadway purposes within 4 years of the Effective Date of this Agreement, Developer, or its successor in interest, shall convey to District within thirty (30) calendar days of District's written request, an access easement over the District Property providing District with unrestricted access, rights of ingress and egress, to its San Sevaine Channel over the District Property.

(b) **Developer Property Deed.** Within twenty (20) calendar days of the Effective Date, Developer shall cause Speedway Commerce Center Development, LLC, an affiliate of Developer, to execute and provide to District a deed in the form set forth in Exhibit A (Developer Property Deed), attached hereto and incorporated herein by this reference. As provided

in Section 4 below, the Developer Property Deed and the District Property Deed shall be recorded concurrently. District shall provide Developer with a copy of the recorded Developer Property Deed following recordation.

(c) **No Additional Cash Consideration.** District and Developer agree that the Developer Property is worth more than the District Property. Accordingly, the exchange contemplated hereunder does not constitute an uneven exchange under California Government Code Section 25365(b) and no additional cash consideration is required to be paid by Developer to balance the transaction.

**2. Construction of VIP Road Improvements.** Following the acceptance of the District Property, Developer shall construct improvements to VIP Road (Developer Improvements) which may be maintained by San Bernardino County, Department of Public Works - Special Districts (County) pursuant to a separate agreement to be entered into between County and Developer. The Developer Improvements shall include, but not be limited to, the improvement of the roadway connection to San Bernardino Avenue to the south to resemble a standard roadway intersection with curb-returns, ADA ramps and evaluated for stop requirements (sign or signal) and the roadway from San Bernardino Avenue northward from VIP Road will have sidewalks on at least one side to allow safe pedestrian travel. The final scope of the Developer Improvements shall be set forth in an agreement between County and Developer and may, in County's sole discretion, deviate from the requirements above.

**3. Grant of Maintenance Easement.** As may be set forth in an agreement with County, Developer shall grant an easement to County in a form acceptable to County, in its sole, reasonable discretion, to maintain the Developer Improvements following the completion of construction and acceptance by County, as will be set forth in more detail in County's agreement with Developer.

## **COMMITMENTS OF DISTRICT**

**4. District Property Deed.** In consideration of the conveyance contemplated in Section 1(b) above, within twenty (20) calendar days of the Effective Date, District shall convey to Developer a grant deed in the form set forth in Exhibit B, attached hereto and incorporated

herein by this reference (District Property Deed). As provided in Section 1(b) above, the Developer Property Deed and the District Property Deed shall be recorded concurrently by District. District shall provide Developer with a copy of the recorded District Property Deed following recordation. At the time of recordation of the District Property Deed, District shall also sign such documents, in recordable form, as may be necessary to expunge from the Official Records, the District Access Agreement.

Developer will accept title to the District Property subject to all matters of record, including, but not limited to, the following:

(i) An easement for access, ingress, egress and incidental purposes, recorded August 11, 2000, as Instrument No. 2000-290132 of Official Records, in favor of the California Speedway Corporation.

(ii) An easement for vehicular, railroad, pedestrian traffic and incidental purposes, recorded October 24, 2001, as Instrument No. 2001-0485483 of Official Records, in favor of CCG Ontario, LLC.

(iii) An easement for bio-gas pipeline and incidental purposes, recorded July 5, 2013, as Instrument No. 2013-0297425 of Official Records, in favor of West Valley MRF, LLC.

## **GENERAL PROVISIONS**

**5. Term.** The Term of this Agreement shall be from the Effective Date until the dedication of the District Property by Developer for perpetual public road purposes or conveyance by Developer of an access easement over the District Property providing District with unrestricted access, rights of ingress and egress, to its San Sevaine Channel. Sections 1(a) and 7 through 20 shall survive the expiration or early termination of this Agreement.

**6. Construction.** The language in all parts of this Agreement shall be construed according to its plain and ordinary meaning, except as to those terms defined by law or specifically herein.

**7. Attorneys' Fees and Costs.** If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney 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 Indemnification.

**8. Venue.** The Parties acknowledge and agree that this Agreement was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Agreement will be the Superior Court of California, County of San Bernardino, San Bernardino District or the Federal District Court, Riverside County. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third-party and filed in another venue, the Parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

**9. Third Party Beneficiary.** County shall be a third-party beneficiary as to this Agreement. County may enforce the provisions hereof as if it were a party hereto. District shall be a third-party beneficiary to any agreement entered into between County and Developer and all obligations owed by Developer including, without limitation, all indemnity, insurance and warranty obligations, as well as any express or implied warranties. However, County shall not be bound by any obligations owed by District and shall not be deemed a guarantor of District's obligations under this Agreement.

**10. Choice of Law.** This Agreement shall be governed by the laws of the United States, and where applicable, the laws of the State of California.

**11. Severability.** In the event that any provision, section, or sentence of this Agreement is held by a court to be unenforceable, the validity of the enforceable provisions shall not be adversely affected.

**12. Correspondence.** All notices and other communications provided for herein shall be in writing and shall be sent to the address set forth above below (or such other address as a party may hereafter designate for itself by notice to the other parties as required hereby) of the party for whom such notice or communication is intended.:

If to Developer:                      Speedway SBC Development, LLC  
   c/o 901 Via Piemonte, Suite 175  
   Ontario, California 91764  
   Attention: Scott Morse  
   Telephone: (909) 380-7292  
   Email: scott.morse@hillwood.com

Copy to:                                      Mark A. Ostoich  
   Fennemore LLP  
   550 E. Hospitality Lane, Suite 350  
   San Bernardino, CA 92408  
   Telephone: (909) 890-4499  
   Email: mostoich@fennemorelaw.com

If to District:                              San Bernardino County  
   Flood Control District  
   825 E. Third St.  
   San Bernardino, CA 92415-0835  
   Attention: Chief Flood Control Engineer

Copy to:                                      Scott M. Runyan  
   Office of County Counsel  
   385 N. Arrowhead Ave., 4<sup>th</sup> Fl.  
   San Bernardino, CA 92415  
   (909) 387-5455  
   srunyan@cc.sbcounty.gov

Such notice or communication shall be sufficient if sent by registered or certified mail, return receipt requested, postage prepaid; by hand delivery; by overnight courier service; or by electronic mail, provided a copy is sent by one of the other foregoing methods of delivery within one (1) Business Day following the electronic transmission. Any such notice or communication shall be effective as follows: if by hand delivery, then upon delivery to the addressee; or if sent by registered or certified mail, then two (2) Business Days after mailing; or if sent by overnight courier service that guarantees next Business Day delivery, then one (1) Business Day after deposit with the courier service; or if sent by electronic mail prior to 3:00 p.m. (PST) on any given Business Day (or prior to 12:00 p.m. noon (PST) on any Friday that is a Business Day), then the day upon which such electronic mail is sent, otherwise such notice or communication sent by electronic mail will be deemed effective on the following Business Day, provided that in each case a copy of such notice or communication is sent by one of the delivery methods set forth above within one (1) Business Day after such electronic mail is sent.

**13. Indemnification.** Developer agrees to indemnify, defend (with counsel reasonably approved by District) and hold harmless District, 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 the acts, errors or omissions of any person and for any costs or expenses incurred by Indemnitees 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 the Indemnitees. Developer’s indemnification obligation applies to the Indemnitees’ “active” as well as “passive” negligence but does not apply to the Indemnitees’ “sole negligence” or “willful misconduct” within the meaning of Civil Code Section 2782.

**14. Counterparts.** The Parties agree that this Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument, and that a photocopy or facsimile may serve as an original. If this Agreement is executed in counterparts, no signatory hereto shall be bound until both the parties have fully executed a counterpart of this Agreement. 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.

**15. Assignment.** Subject only to the express restrictions contained in this Agreement, all of the rights, duties and obligations contained in this Agreement shall inure to the benefit of and be binding upon the Parties, and their successors and assigns.

**16. Modification of the Agreement.** This Agreement, and any provisions herein, may not be changed, waived, discharged or terminated unless by a written instrument, signed by the Parties.

**17. Integration Clause and Recitals.** This is an integrated Agreement. This Agreement is intended to be a full and complete statement of the terms of the agreement between the Parties and expressly supersedes any and all prior oral or written agreements covenants,

representations and warranties (express or implied) concerning the subject matter of this Agreement. The recitals are incorporated into the body of this Agreement.

**18. Authority.** The undersigned representatives for the Parties each certify that he/she is fully authorized by the party whom he/she represents to enter into the terms and conditions of this Agreement.

**19. Certificate of Compliance.** District and Developer acknowledge that the District Property will be conveyed to Developer and the Developer Property will be conveyed to District by way of metes and bounds descriptions. As a condition of Developer's obligations under this Agreement, District agrees to cooperate with Developer, at no cost to District, in securing a certificate of compliance from San Bernardino County confirming that the District Property in Developer's hands will be a legal parcel in compliance with the California Subdivision Map Act.

**20. District Costs.** Developer shall reimburse District for all costs or fees associated with this Agreement, as well as the fees associated with District recording the District Property Deed. Developer shall pay the invoice within thirty (30) calendar days from receipt of invoice.

The Parties hereby enter into this Agreement.



**San Bernardino County Flood Control District**

► \_\_\_\_\_  
Curt Hagman, Board Chairman

Dated: \_\_\_\_\_

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

Lynna Monell, Clerk of the Board

By \_\_\_\_\_  
*Deputy*

**Speedway SBC Development, LLC**

By ► \_\_\_\_\_  
(Authorized signature - sign in blue ink)

Name \_\_\_\_\_  
(Print or type name of person signing contract)

Title \_\_\_\_\_  
(Print or Type)

Dated: \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

**EXHIBIT A**  
**DEVELOPER PROPERTY DEED**  
**ATTACHED BEHIND THIS COVER PAGE**

**RECORDING REQUESTED BY:**

\_\_\_\_\_

**WHEN RECORDED MAIL TO:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**MAIL TAX STATEMENTS TO:**

Not Applicable

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

APN(s): 0229-291-45

**THE UNDERSIGNED GRANTOR DECLARES:**

DOCUMENTARY TRANSFER TAX is \_\_\_\_\_; CITY TRANSFER TAX is \_\_\_\_\_.

- ☐ Computed on full value of property conveyed, or  
☐ Computed on full value less value of liens and encumbrances remaining at time of sale.  
☐ Unincorporated Area; ☐ City of \_\_\_\_\_.

**THE UNDERSIGNED GRANTOR DECLARES:**

This document is exempt from the \$75 fee per California Government Code Section 27388.1 because the document is a transfer of real property subject to the imposition of documentary transfer tax. California Government Code Section 27388.1(a)(2).

**GRANT DEED**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

**SPEEDWAY COMMERCE CENTER DEVELOPMENT, LLC, a Delaware limited liability company ("Grantor"),**

hereby GRANTS to

**SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT ("Grantee"),**

that certain real property located in the County of San Bernardino, State of California, more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein by reference.

*[Signature Follows on Next Page]*

Dated: \_\_\_\_\_, 2022

**GRANTOR:**

Speedway Commerce Center Development,  
LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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 \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_ before me, \_\_\_\_\_,  
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)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed from Speedway Commerce Center Development, LLC, a Delaware limited liability company, dated \_\_\_\_\_, 20\_\_\_\_, to San Bernardino County Flood Control District, is hereby accepted by the undersigned officer on behalf of the Grantee and its recordation is hereby authorized.

GRANTEE:

San Bernardino County Flood Control District

By: \_\_\_\_\_

Title: \_\_\_\_\_

Authorized Representative

Date: \_\_\_\_\_

**EXHIBIT “A”**

**LEGAL DESCRIPTION**

All that certain real property located in the County of San Bernardino, State of California,  
more particularly described as follows:

[FOLLOWS ON NEXT PAGE]

APN: 0229-291-45



**GRANT DEED  
LEGAL DESCRIPTION**

BEING A PORTION OF PARCEL 2 OF CERTIFICATE OF COMPLIANCE NO. 507 FOR LOT LINE ADJUSTMENT, RECORDED JANUARY 17, 2002 AS DOCUMENT NO. 20020026839, OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, LYING WITHIN SECTIONS 9 AND 16, TOWNSHIP 1 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE NORTH QUARTER CORNER OF SAID SECTION 16 AS SHOWN ON PARCEL MAP NO. 14757 ON FILE IN BOOK 183 OF PARCEL MAPS AT PAGES 24 AND 25 THEREOF, RECORDS OF SAID SAN BERNARDINO COUNTY, SAID CORNER BEING ON THE WESTERLY LINE OF THE SAN SEVANNE CHANNEL;

**THENCE** SOUTH 00°06'53" WEST, A DISTANCE OF 869.43 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF NAPA STREET (66.00 FEET IN FULL WIDTH) AS DESCRIBED IN THAT CERTAIN GRANT OF EASEMENT RECORDED NOVEMBER 22, 1995 AS DOCUMENT NO. 19950404553, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 817.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 13°05'10" EAST;

**THENCE** NORTHEASTERLY ALONG SAID RIGHT OF WAY LINE AND ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 12°25'07", AN ARC DISTANCE OF 177.08 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 883.00 FEET;

**THENCE** NORTHEASTERLY ALONG SAID RIGHT OF WAY LINE AND ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 02°22'27", AN ARC DISTANCE OF 36.59 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANCE 200.00 FEET EASTERLY, MEASURED AT A RIGHT ANGLE, FROM THE CENTER SECTION LINE OF SAID SECTION 16;

**THENCE** NORTH 0°06'53" EAST, ALONG SAID EASTERLY LINE AND ALONG SAID PARALLEL LINE, A DISTANCE OF 799.62 FEET TO THE NORTHERLY LINE OF SAID SECTION 16;

**GRANT DEED  
LEGAL DESCRIPTION**

**THENCE SOUTH 88°57'17" WEST ALONG SAID NORTHERLY LINE, A DISTANCE OF 200.04 FEET TO THE POINT OF BEGINNING.**

CONTAINING 3.85 ACRES, MORE OR LESS.

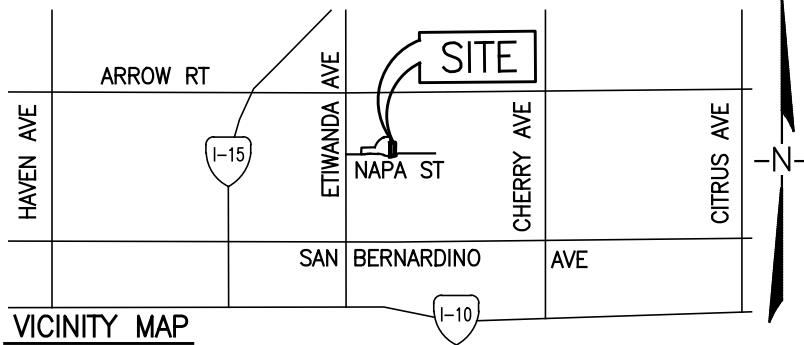
SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF.  
PREPARED UNDER MY SUPERVISION

  
\_\_\_\_\_  
MICHAEL E. JOHNSON, L.S. 7673      11/01/2022  
DATE



PREPARED BY: AL

CHECKED BY: mf



NOT TO SCALE  
T1S, R6W, S16

SW 1/4  
SECTION 16

SAN GABRIEL VALLEY WATER  
COMPANY BK. 6385, PG. 629

EASEMENT FOR PUBLIC UTILITIES  
& ACCESS IN FAVOR OF SO CAL  
GAS CO. PER BOOK 6385, PAGE  
623, O.R. REC. 05/06/1965

NAPA STREET PER DOC. NO.  
95-404553 REC. 11/22/95  
O.R. GRANT OF EASEMENT TO  
THE COUNTY OF SAN  
BERNARDINO FOR HIGHWAY  
AND ROAD PURPOSES.

PARCEL 1  
PM 183/24-25

— EASEMENT FOR PIPE LINES  
IN FAVOR OF METROPOLITAN  
WATER DISTRICT PER BOOK  
1308, PAGE 465, O.R. REC.  
11/23/1938

NAPA STREET

SEC. 16, T1S, R6W, SBM

**A L B E R T A .**  
**W E B B**  
**A S S O C I A T E S**

CITY OF FONTANA

H:\2021\21-0160\Drawings\Mapping\Legals & Plats\SWAP\21-0160 LAND.dwg 2/25/2022 4:28 PM

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) IN THE ATTACHED DOCUMENT.  
ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DOCUMENT.

SHEET 1 OF 1

W.O.  
21-0160

SCALE: 1"=200'

DRWN	BY	<u>ALR</u>
CHKD	BY	<u>MJ</u>

DATE 02/25/22

SUBJECT: GRANT DEED

**EXHIBIT B**  
**DISTRICT PROPERTY DEED**  
**ATTACHED BEHIND THIS COVER PAGE**

**RECORDING REQUESTED BY:**

\_\_\_\_\_

**WHEN RECORDED MAIL TO:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**MAIL TAX STATEMENTS TO:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

Portion of APN: 0229-291-57

**THE UNDERSIGNED GRANTOR DECLARES:**

DOCUMENTARY TRANSFER TAX is \_\_\_\_\_; CITY TRANSFER TAX is \_\_\_\_\_.

- ☐ Computed on full value of property conveyed, or  
☐ Computed on full value less value of liens and encumbrances remaining at time of sale.  
☐ Unincorporated Area; ☐ City of \_\_\_\_\_.

**THE UNDERSIGNED GRANTOR DECLARES:**

This document is exempt from the \$75 fee per California Government Code Section 27388.1 because the document is a transfer of real property subject to the imposition of documentary transfer tax. California Government Code Section 27388.1(a)(2).

**GRANT DEED**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

**SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT ("Grantor"),**

hereby GRANTS to

**SPEEDWAY SBC DEVELOPMENT, LLC, , a Delaware limited liability  
company ("Grantee"),**

that certain real property located in the County of San Bernardino, State of California, more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein by reference.

*[Signature Follows on Next Page]*

Dated: \_\_\_\_\_, 2022

**GRANTOR:**

San Bernardino County Flood Control District

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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 \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_ before me, \_\_\_\_\_,  
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)



**EXHIBIT “A”**

**LEGAL DESCRIPTION**

All that certain real property located in the County of San Bernardino, State of California,  
more particularly described as follows:

[FOLLOWS ON NEXT PAGE]

Portion of APN: 0229-291-57

**GRANT DEED  
LEGAL DESCRIPTION**

THAT PORTION OF PARCEL 2 AS SHOWN ON THAT CERTAIN CORPORATION GRANT DEED, RECORDED OCTOBER 24, 2001, AS DOCUMENT NO. 20010485483, OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, LYING WITHIN SECTIONS 16, TOWNSHIP 1 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE SOUTH QUARTER CORNER OF SAID SECTION 16 AS SHOWN ON PARCEL MAP NO. 8682 ON FILE IN BOOK 89 OF PARCEL MAPS AT PAGES 37 THROUGH 43 THEREOF, RECORDS OF SAID SAN BERNARDINO COUNTY, SAID CORNER BEING AT THE INTERSECTION OF THE WESTERLY LINE OF THE SAN SEVANNE CHANNEL WITH THE CENTERLINE OF SAN BERNARDINO AVENUE (38.50 FEET HALF WIDTH NORTHERLY) AS SHOWN ON SAID PARCEL MAP NO. 8682;

**THENCE** NORTH 89°07'31" EAST ALONG SAID CENTERLINE, A DISTANCE OF 122.40 FEET TO A POINT THEREON FOR THE **TRUE POINT OF BEGINNING**;

**THENCE** CONTINUING NORTH 89°07'31" EAST ALONG SAID CENTERLINE, A DISTANCE OF 77.63 FEET TO THE SOUTHEASTERLY CORNER OF SAID PARCEL 2;

**THENCE** NORTH 00°06'53" EAST ALONG THE EASTERLY LINE OF SAID PARCEL 2, A DISTANCE OF 2736.85 FEET TO A POINT THERON;

**THENCE** NORTH 89°53'07" WEST, A DISTANCE OF 55.00 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANCE 55.00 FEET WESTERLY, MEASURED AT A RIGHT ANGLE, FROM SAID EASTERLY LINE;

**THENCE** SOUTH 00°06'53" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 2590.01 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 270.00 FEET;

**THENCE** SOUTHWESTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 23°58'10", AN ARC DISTANCE OF 112.95 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID SAN BERNARDINO AVENUE, TO WHICH A RADIAL LINE BEARS SOUTH 65°54'57" EAST;

**GRANT DEED  
LEGAL DESCRIPTION**

**THENCE SOUTH 00°52'29" EAST, A DISTANCE OF 38.50 FEET TO THE POINT OF BEGINNING.**

CONTAINING 3.50 ACRES, MORE OR LESS.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF.  
PREPARED UNDER MY SUPERVISION

  
\_\_\_\_\_  
MICHAEL E. JOHNSON, L.S. 7673

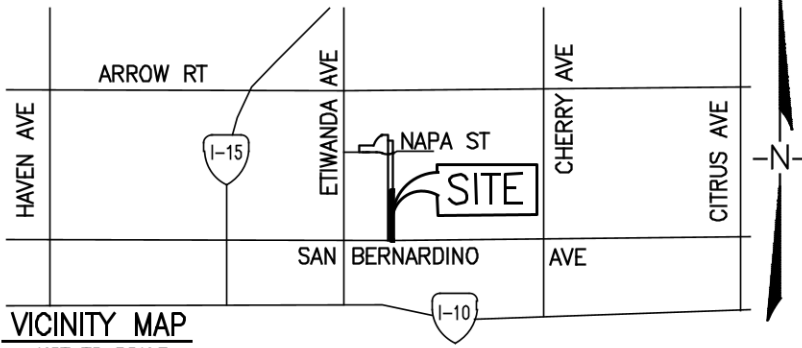
09/28/22  
\_\_\_\_\_  
DATE



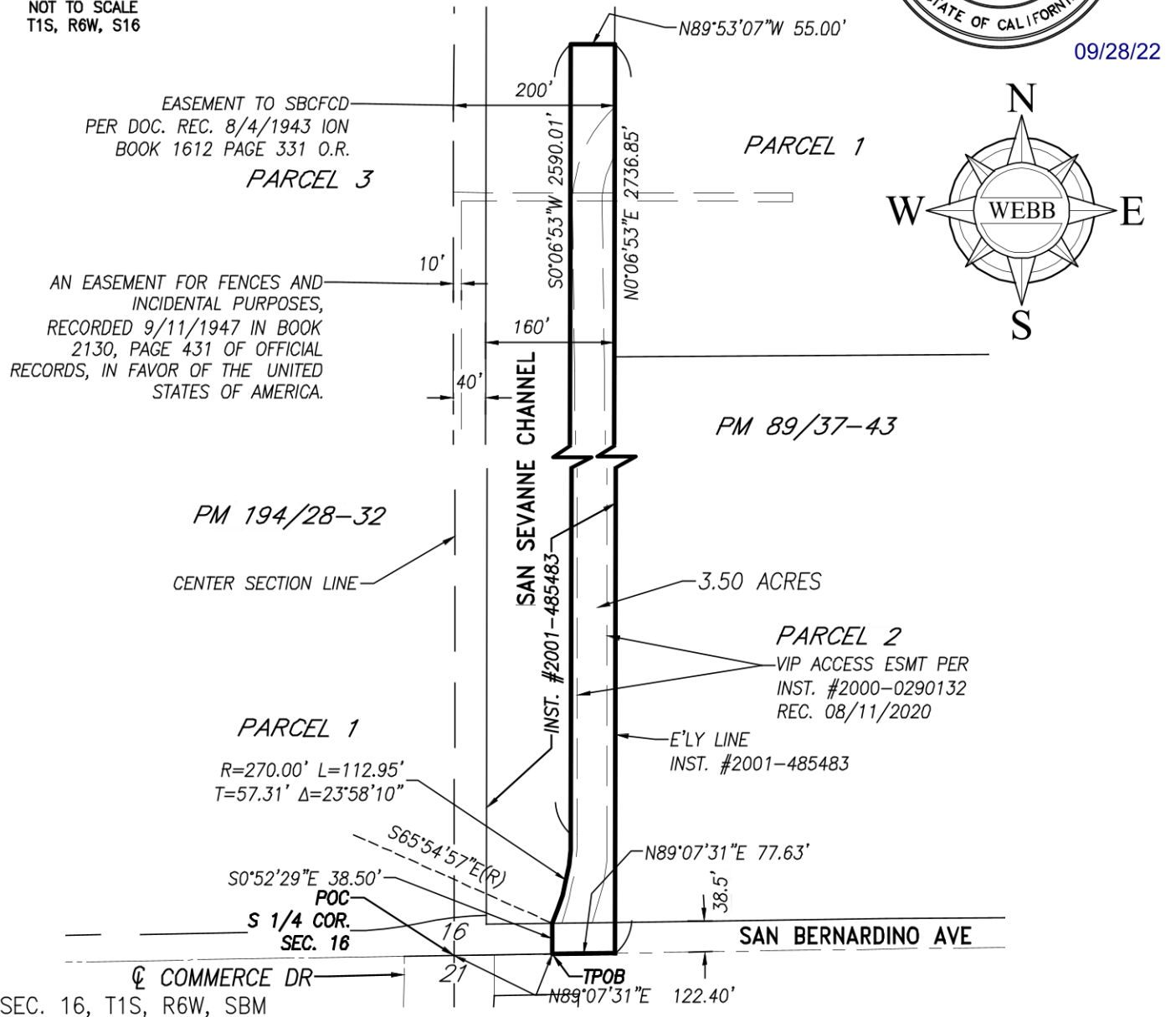
PREPARED BY: AL

CHECKED BY: 998

# EXHIBIT "B" GRANT DEED



**VICINITY MAP**  
NOT TO SCALE  
T1S, R6W, S16



**ALBERT A. WEBB ASSOCIATES**

CITY OF FONTANA

H:\2021\21-0160\Drawings\Mapping\Legals & Plots\SWAP\21-0160 DEED.dwg 9/28/2022 11:51 AM

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) IN THE ATTACHED DOCUMENT.  
ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DOCUMENT.

SHEET 1 OF 1

W.O.  
21-0160

SCALE: 1"=200'

DRWN BY ALR  
CHKD BY MJ

DATE  
DATE

SUBJECT: GRANT DEED