

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)	GRANT OF EASEMENT AND AGREEMENT	DOCUMENT TRANSFER TAX \$ 0.00 Dept. Code: 11000 (Airports)
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This GRANT OF EASEMENT AND AGREEMENT (“Agreement”) 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 easements in, on, over, under, and across certain portions of Grantor Property, as more specifically set forth in this Agreement, 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”).

EASEMENT AND AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the mutual covenants and agreements set forth in this Agreement 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 Agreement, Grantor and Grantee hereby agree as follows:

1. Grant of Easements. Grantor hereby grants and conveys to Grantee the following easements for use by the Grantee and its officers, employees, contractors, consultants, and agents (collectively, “Grantee Agents”):

a. Well Facility Easement. An exclusive easement (“Well Facility Easement”) in, on, over, under, and across a certain portion(s) of the Grantor Property comprising approximately 909 square feet (“Well Facility Easement 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 construct, re-construct, install, access, use, operate, inspect, monitor,

sample, test, maintain, repair, replace, rehabilitate, refurbish, enlarge, upgrade, relocate, remove, destroy, seal, and close a well facility to Grantee's specifications, consisting of one (1) or more extraction wells (whether above-ground or below-ground) and any necessary pipelines, fixtures, control panels, lighting, antennas not to exceed eight (8) feet in height measured from ground level, appurtenances, walls, fencing, and barriers (collectively, the "Well Facility") for groundwater remediation. Notwithstanding the foregoing grants, in no event shall the Grantee's use of the Well Facility Easement unreasonably interfere with the use, enjoyment and operation of the Grantor Property by Grantor or any lessee or other occupant with rights to possession.

b. Subterranean Pipeline Facility Easement. An exclusive easement ("Subterranean Pipeline Facility Easement") in, on, over, under, and across a certain portion of the Grantor Property comprising approximately 1,032 square feet ("Subterranean Pipeline Facility Easement Area"), as more particularly described in the legal description attached as Exhibit "C-1" and as depicted in the plat attached as Exhibit "C-2," which exhibits are incorporated herein by reference, to construct, re-construct, install, access, use, operate, inspect, monitor, sample, test, maintain, repair, replace, rehabilitate, refurbish, enlarge, upgrade, relocate, and remove a subterranean pipeline facility to Grantee's specifications, consisting of one (1) or more subterranean pipelines and any necessary appurtenances (collectively, the "Subterranean Pipeline Facility") to convey well water, waste water, electrical power, and fiber communications to the Well Facility Easement Area from either the main transmission line or an existing right-of-way.

c. Periodic Staging Easement. An exclusive easement ("Periodic Staging Easement") in, on, over, and across a certain portion of the Grantor Property comprising approximately 4,044 square feet ("Periodic Staging Easement Area"), as more particularly described in the legal description attached as Exhibit "D-1" and as depicted in the plat attached as Exhibit "D-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, related to the maintenance, repair, replacement, rehabilitation, refurbishment, enlargement, upgrade, construction, reconstruction, relocation, removal, destruction, sealing, and closure of the Well Facility and/or the Subterranean Pipeline Facility. Except due to an Exception Event (as later defined), Grantee and Grantee Agents shall have the right to use the Periodic Staging Easement Area only once every three (3) years ("Use Interval") for one (1) period of up to six (6) consecutive weeks unless such period is extended by written agreement of the parties (each a "Use Period"), with the first Use Period to occur upon written notice to Grantor and each Use Period thereafter to occur not more than once every three (3) years. For the avoidance of doubt, except due to an Exception Event, the Use Periods shall be limited to once annually every three (3) years, measuring from the commencement date of the immediately preceding Use Period, for a period not to exceed six (6) consecutive weeks. Notwithstanding anything to the contrary in the Agreement, Grantor shall have the right to access the Periodic Staging Easement Area during a Use Period to remedy maintenance emergencies by providing written notice to the Grantee; in which case, to the extent Grantee is unable to use the Periodic Staging Easement Area during such access, Grantee's Use Period shall be extended for a corresponding number of days. Grantee shall provide Grantor with not less than ten (10) business days' written notice prior to the commencement date of each Use Period. On or prior to the commencement date of each Use Period, Grantor shall, at Grantor's sole cost and expense, remove any and all vehicles and other personal property located within the Periodic Staging Easement Area to provide Grantee and Grantee Agents with exclusive use of such area for the duration of the subject Use Period. Grantee and Grantee Agents shall block off and fence the Periodic Staging Easement Area for the duration of each Use Period. Grantee and Grantee Agents shall remove all of its personal property from the Periodic Staging Easement Area at the end of each Use Period. Notwithstanding anything to the contrary in this Agreement, in the event that Grantee determines that use of the Periodic Staging Easement Area is necessary due to an emergency situation, a major failure of the Well Facility and/or the Subterranean Pipeline Facility (each an "Exception Event"), the Use Period and Use Interval limitations set forth in this subsection shall not apply and Grantee and Grantee Agents shall have the right, without prior written notice but with written notice provided

promptly thereafter, to use the Periodic Staging Easement Area for so long as is reasonably necessary to resolve the Exception Event without waiting until the next applicable Use Period or Use Interval or impacting the calculation of any subsequent Use Period or Use Interval.

d. Access Easement. A non-exclusive easement (“Access Easement”) in, on, over, and across driveways, alleyways, and other ingress and egress routes that exist now or in the future on the Grantor Property for reasonable access to the Well Facility Easement Area, the Subterranean Pipeline Facility Easement Area, and the Periodic Staging Easement Area from public streets (“Access Easement Areas”). Vehicles and equipment shall never be parked, placed or stored in the Access Easement Areas. The Access Easement Areas shall only be used for temporary, mobile ingress and egress access to the Well Facility Easement Area, the Subterranean Pipeline Facility Easement Area, and the Periodic Staging Easement Area.

e. Unless otherwise individually identified, the Well Facility Easement, the Subterranean Pipeline Facility Easement, the Periodic Staging Easement, and the Access Easement shall collectively be referred to as “Easements.” Unless otherwise individually identified, the Well Facility Easement Area, the Subterranean Pipeline Facility Easement Area, the Periodic Staging Easement Area, and the Access Easement Area shall collectively be referred to as “Easement Areas.”

2. Design. In connection with the design, construction, maintenance and operation of the Well Facility, Grantee agrees to do the following:

a. The Well Facility will be landscaped and screened by Grantee in a manner consistent with landscaping and screening approved in advance by Grantor in writing, which approval shall not be unreasonably withheld or delayed;

b. Grantee will provide an architectural design of the exterior of the Well Facility, which shall be subject to Grantor's prior written approval, which approval shall not be unreasonably withheld or delayed; and

c. The Well Facility will be secured by appropriate fencing and/or cover so as to prevent any foreseeable risk of injury to persons and to prevent any foreseeable risk of damage to vehicles/equipment in the area. Said fencing shall be approved by Grantor in writing prior to installation, which approval shall not be unreasonably withheld or delayed.

3. No Interference. Except with respect to the Access Easement, Grantor agrees that Grantor shall not grant or convey any additional easements or other rights in and to the Easement Areas to any third parties nor construct or permit to be constructed any permanent or temporary building, structure, or other obstacle on the Easement Areas that would interfere with the rights granted to Grantee and Grantee Agents in this Agreement. Grantor reserves the right to undertake or exercise any reasonable right, use or activity on, at, within, and upon the Access Easement area, provided that the undertaking or exercise of such reasonable right, use or activity does not deprive Grantee of reasonable access to the other Easements. 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 Easement Areas that, in the reasonable opinion of Grantee or Grantee Agents, may damage the Well Facility and Subterranean Pipeline Facility or 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 Well Facility Easement Area free of debris and trash and shall maintain the Well Facility in an orderly condition and in compliance with all applicable laws. During each use, the Periodic Staging Easement Area shall be kept in an orderly condition and after each use of the Periodic Staging Easement Area, Grantee and Grantee Agents shall remove all personal property from the Periodic Staging Easement Area and leave said area free of debris and trash. Grantee shall cause any trench, excavation or obstruction it performs in the Easement Areas to be adequately

barricaded and protected at all times. All work in the Easement Areas shall be completed in a workmanlike manner and with minimal hindrance to the use of the Grantor Property. If Grantee does not perform its obligations herein within a reasonable time after written notice from Grantor, Grantor shall have the right to perform such obligations on behalf of Grantee 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. Settlement Monitoring.

a. Grantor or its contractor shall install instrumentation on existing improvements within a 200 foot radius from the Well Facility ("Survey Area") to establish up to fifteen (15) settlement benchmarks. The benchmarks shall be surveyed by a licensed surveyor immediately prior to the first use of the extraction wells for groundwater pumping ("Baseline Survey") with the baseline readings to be provided to Grantee in writing within thirty (30) days thereafter. Grantee shall provide Grantor not less than sixty (60) days' written notice of such first use ("First Use Date"). The benchmarks shall be surveyed monthly during the first six (6) months of groundwater pumping after the First Use Date and thereafter on a quarterly or semi-annual basis, to be determined by Grantor in its sole discretion, with the readings to be provided to Grantee in writing within fourteen (14) days thereafter, provided that such readings shall be provided to Grantee within three (3) days thereafter if the reading results in a Tier 1 Event or a Tier 2 Event (as defined in Paragraphs 5.c. and 5.d., respectively).

b. The establishment and monitoring of benchmarks by Grantor shall be at the sole cost and expense of Grantee, subject to Grantor obtaining Grantee's prior written approval of such costs, which approval shall not be unreasonably withheld or delayed. Grantee shall reimburse Grantor for the pre-approved cost of the same within sixty (60) days of Grantee's receipt of an invoice for the incurred cost therefore along with supporting documentation.

c. If at any time after the Baseline Survey any individual settlement benchmark separately reaches a cumulative total settlement reading of one-half (0.5) inch or more ("Tier 1 Event"), Grantor shall notify Grantee of the Tier 1 Event, provided that Grantee shall continue to have the right to operate the Well Facility. Following the occurrence of a Tier 1 Event, Grantor shall provide Grantee with an analysis as to the cause of such Tier 1 Event as certified by a responsible Professional Engineer. To the extent that the responsible Professional Engineer determines that the Tier 1 Event is caused by Grantee's operation of the Well Facility, the responsible Professional Engineer will provide recommended measures to control and mitigate the Tier 1 Event, which measures, for purposes of illustration only, may include increased frequency of surveying, installation of additional settlement monuments, and pumping schedule modification, and the parties, cooperating in good faith, shall agree on reasonable mitigation measures to be implemented at Grantee's cost.

d. If at any time after the Baseline Survey: (i) any individual settlement benchmark separately reaches a cumulative total settlement of one (1) inch or more and the overall deformation pattern is certified by a responsible Professional Engineer as adverse to the performance or structure of the existing improvement within the Survey Area, or (ii) if the existing improvements in the Survey Area develop pumping-related distress (cracking) exceeding one-thirty-second (1/32) of an-inch in separation or one sixteenth (1/16) of an inch in offset (each a "Tier 2 Event"), Grantor shall notify Grantee of the Tier 2 Event and Grantee shall temporarily cease use of the Well Facility. Following the occurrence of a Tier 2 Event, Grantor shall provide Grantee with an analysis as to the cause of such Tier 2 Event as certified by a responsible Professional Engineer. To the extent that the responsible Professional Engineer determines that the Tier 2 Event is caused by Grantee's operation of the Well Facility, the responsible Professional Engineer will provide recommended measures to control and mitigate the Tier 2 Event, and the parties, cooperating in good faith, shall agree on reasonable mitigation measures to be implemented at Grantee's cost.

6. Relinquishment. A termination event shall occur if: (a) a Tier 2 Event occurs that is determined by the responsible Professional Engineer to be caused by the Grantee's operation of the Well Facility which the parties, cooperating in good faith, are unable to agree on reasonable mitigation measures within ninety (90) days after Grantee's receipt of the notice of the occurrence of a Tier 2 Event; or, (b) Grantee determines that it no longer requires the use of the Easement Areas (each, a "Termination Event"). In the event of a Termination Event, Grantee's rights to use the Easements for any purpose but for the undertaking of Grantee's obligations under this Paragraph 6 shall terminate and Grantee shall work diligently, without cost to Grantor, to: (i) plug and abandon the Well Facility and remove all above-ground portions and those below-ground portions of the Well Facility to a depth of five feet (5') below

the surface in compliance with all applicable laws, ordinances and regulations; (ii) cut and cap the pipelines comprising the Subterranean Pipeline Facility in compliance with all applicable laws, ordinances and regulations; (iii) return the surface of the Well Facility Easement Area and the Subterranean Pipeline Easement Area to as good a condition as existed as of the Effective Date, normal wear and tear excluded, which shall include removal of the concrete pad in the Well Facility Easement Area and replacing the planters existing on the day immediately prior to the Effective Date in substantially the condition as existed on such date, reasonable wear and tear excluded; (iv) repair settlement of existing improvements within the Survey Area (as defined in Paragraph 5 below) to the extent settlement benchmark readings exceed the baseline readings set by the Baseline Survey (as defined in Paragraph 5 below) and are caused by the Grantee's operation of the Well Facility; in which case, Grantee shall repair the settlement to return the affected improvement to substantially the same condition as existed at the Baseline Survey, reasonable wear and tear excluded; and, (iv) repair any and all damage to the remainder of the Easement Areas outside of the Survey Area to the extent such damage is caused by Grantee's use of the remainder of the Easement Areas. If Grantee does not perform its obligations herein within a reasonable time after written notice from Grantor, Grantor shall have the right to perform Grantee's obligations and Grantee shall reimburse Grantor for its reasonable and actual costs of performing such repairs within sixty (60) days of receiving an invoice and supporting documents for the same. This Agreement shall fully terminate once Grantor agrees in its reasonable discretion that Grantee has complied with its obligations under this Paragraph 6 (the "Termination Date"). Grantee shall deliver to Grantor a quitclaim of Grantee's rights under this Agreement that is in recordable form and is otherwise reasonably acceptable to Grantor, effective as of the Termination Date.

7. 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

8. Covenant Running with Land. This Agreement, as well as the terms, conditions and restrictions, created hereby shall constitute covenants running with the Grantor Property and shall be binding upon and shall benefit all successors and assigns of Grantor and Grantee respectively.

9. Amendments. This Agreement may only be amended by a writing executed by both Grantor and Grantee and recorded in the Official Records of the County of San Bernardino.

10. Authorized Signatory. Each person signing this Agreement on behalf a party represents that he or she is duly authority to execute this Agreement on behalf of its respective party.

11. Subordination. The Easements are 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 of record 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 Easement Areas.

12. 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 (excluding fuel for vehicles and equipment and products required for water well rehabilitation) or toxic waste or other harmful substances on the Grantor Property or on any other real property of Grantor adjacent to the Grantor Property 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. Excluding any hazardous substances existing prior to the Effective Date or caused by any persons or entity other than Grantee, Grantee shall be responsible, at its cost, for the removal and clean-up of any regulated hazardous substances used by Grantee at the Easement Areas to the extent such hazardous substances exceed applicable regulatory clean up standards and are caused by Grantee in use of the Easement Areas.

13. Hold Harmless. The Easements are 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 at, within or upon the Grantor 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 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 Easements or Grantee's use of the Easement Areas, 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 Easements or Grantee's use of the Easement Areas, 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 13 shall survive the termination of the Easements.

14. Liens. Grantee shall at all times keep the Grantor Property free and clear of any mechanics' or materialmens' 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.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Grant of Easement and Agreement on the day and year written below (the "Effective Date") and have agreed to be bound by the terms and provisions hereof.

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: _____

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: _____

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
Well Facility Easement Area – Legal Description

CHINO AIRPORT REMEDIAL ACTION PROJECT PROPERTY ACQUISITION

EW-9

WELL FACILITY 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 327.21 feet;

Thence leaving said centerline South 89°23'44" West a distance of 84.61 feet to the **TRUE POINT OF BEGINNING**.

Thence along the following four (4) courses:

- 1) South 89°23'44" West a distance of 25.01 feet;
- 2) North 00°36'16" West a distance of 36.35 feet;
- 3) North 89°23'44" East a distance of 25.01 feet;
- 4) South 00°36'16' East a distance of 36.35 feet to the **TRUE POINT OF BEGINNING**.

Containing 909 square feet more or less.



Legal Description prepared by or under the supervision
of:

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

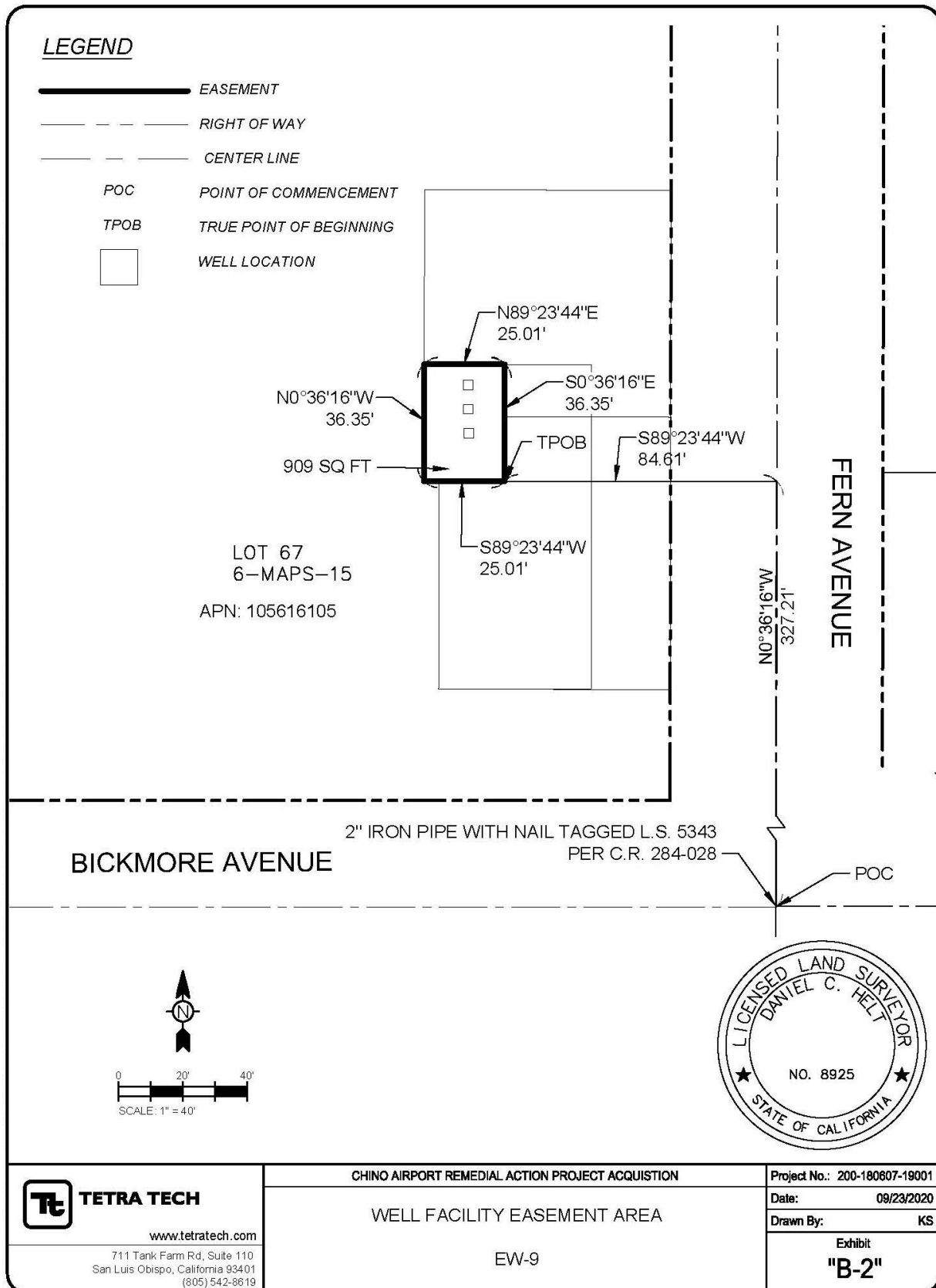
09/23/20

Daniel C. Helt
P.L.S. 8925

Date

Exhibit B-2

Well Facility Easement Area – Plat



Exhibit

Exhibit C-1
Subterranean Pipeline Facility Easement Area – Legal Description

CHINO AIRPORT REMEDIAL ACTION PROJECT PROPERTY ACQUISITION

EW-9

SUBTERRANEAN PIPELINE 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 327.21 feet;

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

Thence along the following four (4) courses:

- 1) South 89°23'44" West a distance of 51.61 feet;
- 2) North 00°36'16" West a distance of 20.00 feet;
- 3) North 89°23'44" East a distance of 51.61 feet to the westerly right of way of Fern Avenue;
- 4) South 00°36'16" East along the said westerly right of way of Fern Avenue a distance of 20.00 feet to the **TRUE POINT OF BEGINNING**.

Containing 1032 square feet more or less.



Legal Description prepared by or under the supervision
of:

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

09/23/20

Daniel C. Helt
P.L.S. 8925

Date

Exhibit C-2
Subterranean Pipeline Facility Easement Area – Plat

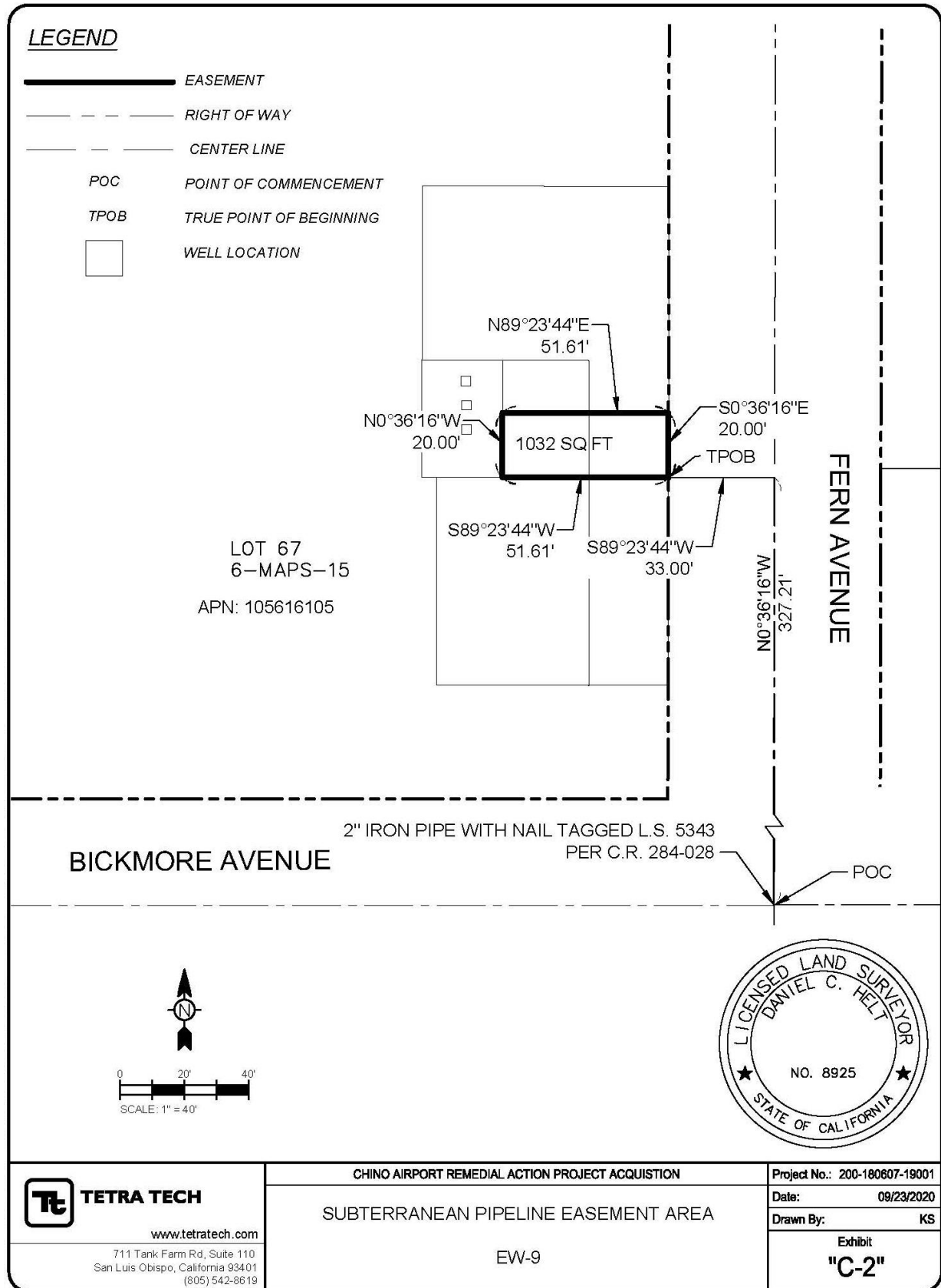


Exhibit D-1
Periodic Staging Easement Area – Legal Description

CHINO AIRPORT REMEDIAL ACTION PROJECT PROPERTY ACQUISITION

EW-9

PERIODIC STAGING 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 57.63 feet to the **TRUE POINT OF BEGINNING**.

Thence along the following six (6) courses:

- 1) South 89°23'44" West a distance of 47.37 feet;
 - 2) North 00°36'16" West a distance of 64.65 feet;
 - 3) North 89°23'44" East a distance of 20.39 feet;
 - 4) North 00°36'16" West a distance of 36.35 feet;
 - 5) North 89°23'44" East a distance of 26.99 feet;
 - 6) South 00°36'16" East a distance of 101.00 feet to the **TRUE POINT OF BEGINNING**.
- Containing 4044 square feet more or less.



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 D-2

Periodic Staging Easement Area – Plat

