

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:

City of Chino
Attn: City Manager
13220 Central Avenue
Chino, CA 91710

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. 1054-401-01 (por) 1026-081-12 (por)	GRANT OF EASEMENT (Public Road Easement)	Dept. Code : 11100 (Airports)
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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 CITY OF CHINO, a body corporate and politic of the State of California ("Grantee"), a non-exclusive, revocable EASEMENT solely for PUBLIC HIGHWAY and ROADWAY PURPOSES to construct, operate, and maintain a public highway and roadway and stormwater conveyance system and any appurtenances incidental thereto ("Grantee's Improvements") over, under, on, upon 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.

Grantee acknowledges and agrees that any and all construction, alterations, replacements, and removals of Grantee's 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 Grantee's Improvements and Grantee's use of the Easement Area. Grantee shall comply with all applicable laws and regulations concerning Grantee's Improvements and Grantee's use of the Easement Area. At all times and at Grantee's sole cost and expense, Grantee shall maintain the Grantee's Improvements and Easement Area in substantially as good a condition as existed on the grant date, maintain the Grantee's 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 Grantee's Improvements. Any damage caused by Grantee or its contractors, agents, and employees in its use of the Easement Area or Grantee's Improvements shall be promptly repaired by Grantee at Grantee's sole cost and expense to their condition existing immediately prior to such damage.

Grantee shall not have the right to assign or otherwise transfer this Grant of Easement and the rights herein without the Grantor's prior written consent. 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 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 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 Grantor) and hold harmless Grantor 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 Grantee's 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 Grantor on account of such claims, except where such indemnification is prohibited by law. Grantee's indemnification obligation applies to Grantor's "active" as well as "passive" negligence but does not apply to Grantor's "sole negligence" or "willful misconduct" as provided in Civil Code Section 2782.

This Grant of Easement shall terminate upon the earliest to occur: (i) Grantor's written notice to Grantee, given at least thirty (30) days prior to the effective termination date, that use of the Easement Area is required exclusively for aviation purposes or for Grantor's airport operations; (ii) termination by mutual agreement of the parties; or (iii) 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, Grantee shall thereupon, without cost to Grantor, remove all Grantee's 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 Grantor 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 Grantor:

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

To Grantee:

City of Chino
Attn: Amer Jakher, Director of Public Works
13220 Central Avenue
Chino, CA 91710

with copy to:

Aleshire & Wynder, LLP
Attn: Fred Galante, City Attorney
18881 Von Karman Ave., Suite 1700
Irvine, CA 92612

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 Grantor as a result of Grantee's indemnity obligations herein.

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
Chairman, 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

City of Chino
a political subdivision of the state of California

Approved as to Form:

By: _____

By: _____
Fred Galante
City Attorney

Public Works Director

By: _____
Matthew Ballantyne
City Manager

Date: _____

ATTEST:

By: _____
Angela Robles, City Clerk

Dated:

OK TO RECORD.

01/21/2020 8:38:43 AM



EXHIBIT 'A'

LEGAL DESCRIPTION

MERRILL AVENUE STREET DEDICATION

THAT PORTION OF LOT 33, SECTION 20, AND THAT PORTION OF LOTS 39 AND 40, SECTION 21, ALL IN TOWNSHIP 2 SOUTH, RANGE 7 WEST, AS SHOWN ON THE MAP OF SUBDMSION OF RANCHO SANTA ANA DEL CHINO, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER i\l\AP RECORDED IN BOOK 6, PAGE 15 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, BEING A 11 FOOT WIDE STRIP, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH LINE OF THAT 11 FOOT WIDE STRIP, LYING PARALLEL WITH AND DISTANT 33 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF MERRILL AVENUE.

EASEMENT AREA: 21,789 SQUARE FEET (0.50 ACRES), MORE OR LESS.

THE EASTERLY SIDELINES SHALL BE SHORTENED TO TERMINATE EASTERLY AT THE CENTERLINE OF COMET AVENUE, VACATED.

THE WESTERLY SIDELINES SHALL BE SHORTENED TO TERMINATE WESTERLY AT THE WEST LINE OF LOT 33 AS SHOWN ON SAID MAP.

ALL FOUND MONUMENT DESCRIPTIONS, COURSES, ETC. ARE AS SHOWN ON **EXIDBIT "B"** ATTACHED HERETO AND MADE A PART HEREOF

PREPARED BY OR UNDER THE DIRECTION OF:

January 15 2020

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

DATE

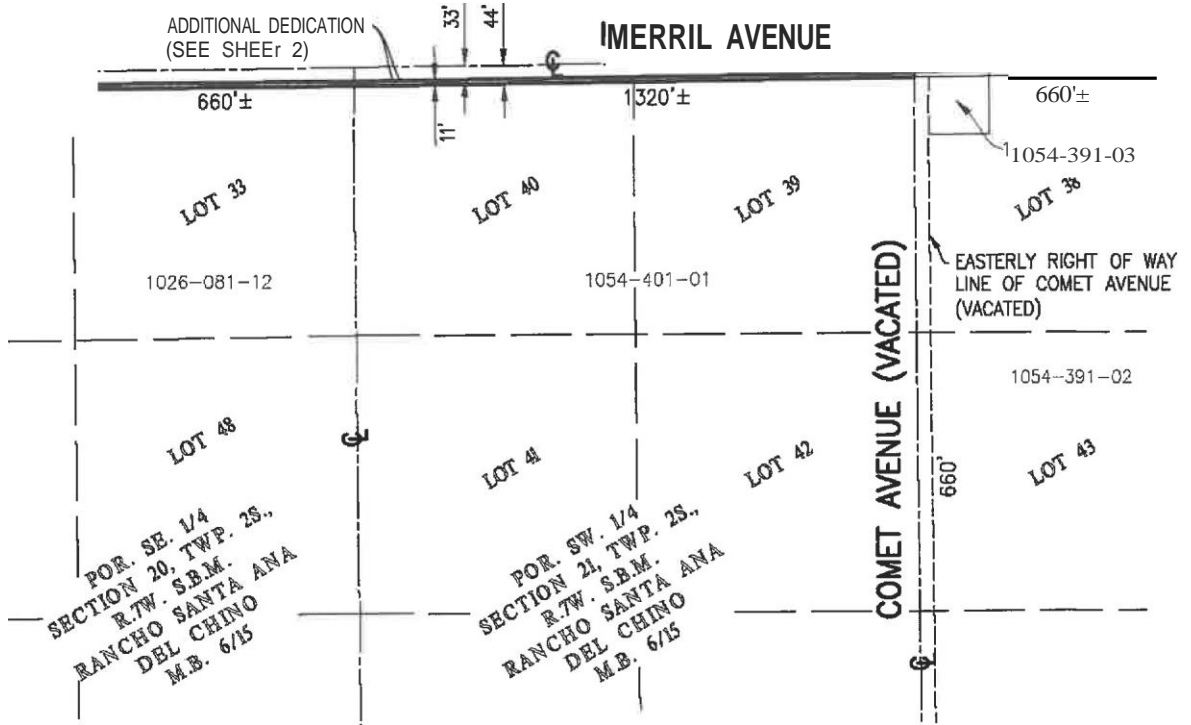
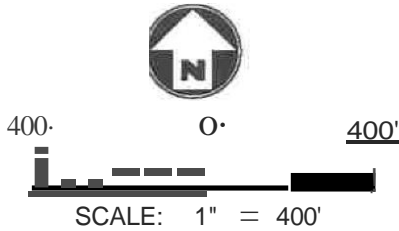


**EXHIBIT B
PLAT**

EXHIBIT 'B'

		EUCALYPHUS AVE
		MIRRELL AVENUE
SITE	CHINO AIRPORT	AVE. Z
KIMBALL AVE		

VICINITY MAP
N.T.S.



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

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

LEGEND

RIGHT-OF-WAY TO BE DEDICATED



estLAND
Group, Inc.
Land Surveyors • Civil Engineers • GIS
400 CONCOURS ST., SUITE 100
ONTARIO, CA 91764
FAX: (909) 989-9660

PLAT TO ACCOMPANY LEGAL DESCRIPTION

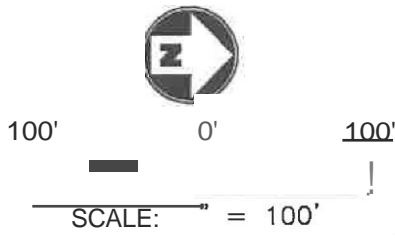
DRAWN BY: VMUNOZ DATE: 01/11/2020
APPROVED BY: D CROSSWHITE

PROJECT No. 2018-254
SHEET OF

\\net\2018-254-D&D-Eng\China-Scanned\04-Survey\01-Mapping\Legals & Plats\Merrill\Merrill West\2018-254-EX B Merrill West.dwg

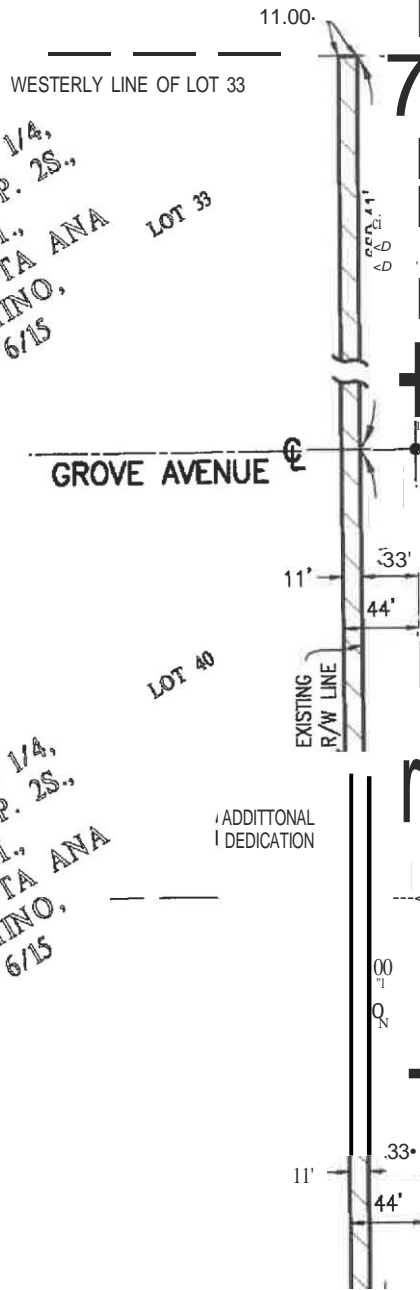
EXHIBIT B PLAT

EXHIBIT 'B'



PORTION OF SE. 1/4,
SECTION 20, TWP. 2S.,
R.7W. S.B.M.,
RANCHO SANTA ANA
DEL CHINO,
M.B. 6/15 LOT 33

PORTION OF SW. 1/4,
SECTION 21, TWP. 2S.,
R.7W. S.B.M.,
RANCHO SANTA ANA
DEL CHINO,
M.B. 6/15 LOT 40



LEGEND

- CL CENTER LINE
- R/W RIGHT-OF-WAY
- DEED OF RIGHT-OF-WAY TO THE CITY OF CHINO FOR STREET AND UTILITY PURPOSES

NE CORNER OF LOT 39, POR.
SW. 1/4, SECTION 21, T.2S.,
R.7W. S.8.M., RANCHO SANTA
ANA DEL CHINO M.B. 6/15

estLAND
TGroup, Inc.

Land Surveyors • Civil Engineers • GIS
4110 CONCOURS ST., SUITE 100

PLAT TO ACCOMPANY LEGAL DESCRIPTION

PROJECT No. 2018-254

ONTARIO, CA 91764
PHONE (909) 989-9789
FAX: (909) 989-9660

DRAWN BY V. OZ
APPROVED BY D. CROSSWILLIE

DATE 01/15/2020

SHEET 2 OF 2

Survey\01 Mapping\Legals & Plats\Merrill\Merrill West\2018-254_EX B Merrill West.dwg

CERTIFICATE OF ACCEPTANCE

(Director of Public Works and City Clerk Administrative Acceptance)

This is to certify that the interest in real property conveyed to the City of Chino by deed, easement dedication, or other grant document from the County of San Bernardino and authorized by the City of Chino City Council on October 20, 2020 by Resolution No. 2020-066, is hereby accepted by the City of Chino Director of Public Works and City Clerk on behalf of the City of Chino, pursuant to authority conferred by Resolution No. 2007-073 of its City Council, and the grantee City of Chino hereby consents to the recordation thereof.

Dated: _____

By: _____
City of Chino Director of Public Works

Dated: _____

By: _____
City of Chino City Clerk