

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. 1056-371-08 (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 Chino Center, Inc., a Delaware 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 31.46 acres of improved land (“**Grantor Property**”) with an address of 16388 Fern Avenue, Chino, CA 91710 and commonly identified as APN 1056-371-08, 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 perpetual 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 of the Grantor Property comprising approximately 4,073

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 (collectively, “**Easement Work**”), consisting of one (1) or more extraction wells (whether above-ground or below-ground) and any necessary pipelines, fixtures, control panels, lighting, antennas, appurtenances, walls, fencing, and barriers (collectively, the “**Well Facility**”) for groundwater remediation.

b. Access Easement. A non-exclusive easement (“**Access Easement**”) in, on, over, and across a certain portion of the Grantor Property comprising approximately 2,348 square feet (“**Access 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, for unobstructed access to the Well Facility Easement Area.

c. Periodic Staging Easement. An exclusive easement (“**Periodic Staging Easement**”) in, on, over, and across certain portions of the Grantor Property, comprising one area of approximately 2,348 square feet and one area of approximately 1,357 square feet for a total of approximately 3,705 square feet (“**Periodic Staging Easement Areas**”), 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, 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. Except due to an Exception Event (as later defined), Grantee and Grantee Agents shall have the right to use the Periodic Staging Easement Areas for recurring periods not to exceed eight (8) consecutive weeks each 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 from the commencement date of the immediately preceding Use Period (“**Use Interval**”). 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 or cause the removal any and all vehicles and other personal property located within the Periodic Staging Easement Areas as needed to provide Grantee and Grantee Agents with exclusive use of such area for the duration of the subject Use Period. Grantor agrees that Grantee and Grantee Agents may, but shall not be obligated to, block off the Periodic Staging Easement Areas for the duration of each Use Period. Grantee and Grantee Agents shall remove all of its personal property from the Periodic Staging Easement Areas at the end of each Use Period and restore the Periodic Staging Easement Area to substantially its condition existing prior to the Term, reasonable wear and tear excluded. Notwithstanding anything to the contrary in this Agreement, in the event that Grantee determines that use of the Periodic Staging Easement Areas is necessary due to an emergency situation, a major failure of the Well Facility, or direction from the Water Board or other regulatory agencies (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, to use the Periodic Staging Easement Areas 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. In such Exception Event(s), Grantee shall provide Grantor with written notice as soon as reasonably possible in the circumstances.

d. Reserved.

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

f. 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. 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 or would materially and adversely interfere with the exercise of the rights herein granted to Grantee and Grantee Agents.

2. Maintenance of Easement Areas. Grantee shall, at its sole cost and expense, keep the Well Facility Easement Area free of debris and trash. After each use of the Periodic Staging Easement Area, Grantee and Grantee Agents shall remove all personal property from the Periodic Staging Easement Areas and leave said area free of debris and trash, repair any damage caused by Grantee, and restore the area to substantially the condition it was in prior to the exercise of Grantee’s rights under this Agreement, reasonable wear and tear excluded. In the event Grantee fails to maintain the Easement Areas as required by this Agreement and such failure continues for more than thirty (30) days after written notice from Grantor, Grantor shall have the right, but not the obligation, to perform such work and Grantee shall be responsible for reimbursing Grantor for such expenses that are reasonably incurred by Grantor within sixty (60) days of written demand, which shall include supporting documentation for such expenses.

3. Relinquishment. In the event Grantee determines that it no longer requires the use of the Easement Areas, Grantee shall provide written notice to Grantor of the date on which this Agreement shall terminate. On or before the termination date, Grantee shall, without cost to Grantor, remove the Well Facility and return the Well Facility Easement Area to Grantor in a clean and tidy condition, repair any damage caused by Grantee, and restore the area to substantially the condition it was in prior to the exercise of Grantee’s rights under this Agreement, wear and tear excluded. Grantee shall deliver to Grantor a quitclaim of Grantee’s rights under this Agreement, effective as of the termination date. For avoidance of doubt, the parties agree that the term “restore” as used in this Agreement shall exclude any obligation whatsoever by the Grantee to restore: (i) the following improvements on the Easement Areas for which Grantor acknowledges receipt of adequate compensation: five 36” box trees, five 48” box trees, three 60” box trees, 58 15-gallon shrubs, 109 lineal feet of climbing ivy, 2,265 square feet of bushes/groundcover, 5,940 square feet of irrigation, 36 ornamental grass, and 112 lineal feet of 40” tall, 2 rail vinyl fencing ; (ii) three additional trees, shrubs, groundcover, and irrigation within the Well Facility Easement Area and vinyl fencing outside of the Well Facility Easement Area, which the parties agree are replaced in kind; and (iii) a Grantor’s tenant’s signage , which is relocated to an agreed location outside of the Easement Areas, to its original location.

4. Insurance. Prior to entering onto any Easement Areas and at all times during the term of this Agreement, Grantee shall carry (or Grantee shall cause Grantee Agents accessing the Easement Areas to carry) (i) Workers' Compensation insurance as required by law, and (ii) Commercial General Liability insurance with commercially reasonable limits. Grantor shall be included as an additional insured, covering the insured against claims of bodily injury, personal injury and property damage arising from the negligent acts or omissions of Grantee (or such Grantee Agent, as the case may be) in accessing or performing any work on the Easement Areas. Prior to entering onto the Easement Areas, certificates

of such insurance shall be furnished to Grantor, and such insurance shall be maintained during the entirety of this Agreement. In the event Grantee fails to maintain the insurance as required by this Agreement and such failure continues for more than thirty (30) days after written notice from Grantor, Grantor shall have the right, but not the obligation, to obtain such coverage and Grantee shall be responsible for reimbursing Grantor for such premiums that are reasonably incurred by Grantor within sixty (60) days of demand, which shall include supporting documentation for such premiums.

5. Indemnity. Grantee shall indemnify, defend and hold harmless Grantor and its successors and assigns from and against any and all claims, damages, awards, judgments, liabilities, obligations, costs and expenses incurred by Grantor and its successors and assigns and to the extent: (i) resulting from the acts or omissions of Grantee, and/or its and their respective officers, directors and/or Grantee Agents and (ii) arising out of or in connection with any entry on or under the Easement Areas by Grantee or Grantee Agents and/or the Grantee's improvements located thereon pursuant to this Agreement or the Grantee's performance of the Project. The indemnification provisions set forth in this Section 5 shall (i) survive the expiration or earlier termination of the Agreement, (ii) relinquishment of the Easements and (iii) not be limited by the insurance requirements set forth in this Agreement. Grantee hereby assumes all risk of damage to property or injury to persons in, upon or about the Easement Areas from any cause relating to or arising from the Easements or any work performed by or on behalf of Grantee, and agrees that Grantor and the other indemnitees shall not be liable for, and are hereby released from any responsibility for, any damage either to person or property, which damage is sustained by Grantee or by other persons claiming through Grantee except to the extent caused by the gross negligence or willful misconduct of Grantor or any of the other indemnitees. Grantee accepts the Easement Areas in their existing AS IS, WHERE IS condition.

6. No Liens. If any lien shall at any time be filed against the Grantor Property by reason of work, labor, services or materials furnished by, for or to Grantee, or to anyone acting through or under Grantee, then if Grantee does not dispute the lien, Grantee will cause the lien to be discharged within sixty (60) days after Grantor receives notice of the lien but in any event prior to foreclosure proceedings. If Grantee disputes the lien, Grantee shall within sixty (60) days after the lien has been filed (but in any event prior to the commencement of foreclosure proceedings), bond or post adequate security reasonably satisfactory to Grantor over such lien prior to the commencement of any foreclosure proceedings. The provisions set forth in this Section 6 shall survive the expiration or earlier termination of the Agreement. In the event Grantee fails to comply with the requirements of this section of this Agreement and such failure continues for more than thirty (30) days after written notice from Grantor, Grantor shall have the right, but not the obligation, to satisfy such liens and Grantee shall be responsible for reimbursing Grantor for such payments that are reasonably incurred by Grantor within sixty (60) days of demand, which shall include supporting documentation for such expenses.

7. Default and Remedies.

a. Default. Except where a different time period is specified elsewhere in this Agreement, Grantee will be in default hereunder (an "**Event of Default**") if Grantee fails to perform or comply with any other covenant, agreement or condition contained in this Agreement and does not cure such failure within twenty (20) calendar days after receipt of a written notice of default from Grantor (or if such default is of a nature which cannot reasonably be cured within the different time period specified or twenty (20) calendar days, as applicable, then an Event of Default shall occur if Grantee does not cure such failure within such longer period of time as is reasonably necessary to cure such default, provided that Grantee undertakes in good faith to commence such cure within the different time period specified or twenty (20) calendar days, as applicable, after receipt of a written notice of default and diligently prosecutes such cure to completion).

b. Remedies. If Grantee commits an Event of Default hereunder (beyond any applicable notice and cure period), Grantor may exercise any right or remedy which it may have under this Agreement or otherwise available at law or in equity or by statute, including, without limitation, exercising self-help and injunctive relief. All rights and remedies of Grantor shall be cumulative and non-exclusive and shall survive the termination of this Agreement, subject to applicable statutes of limitation, or as otherwise limited by this Agreement.

8. 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: Chino Center, Inc., a Delaware corporation
Attn: Director of Investment Management
620 Newport Center Drive, Suite 300
Newport Beach, CA 92660

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

9. 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.

10. 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.

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

12. Attorneys' Fees. In the event of any action between the parties hereto for breach of or to enforce any provision or right hereunder, each party, including the prevailing party in such action, shall pay all of its own costs and expenses expressly including, but not limited to, its own attorneys' fees incurred in connection with such action.

13. Governing Law. This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of California.

[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 and have agreed to be bound by the terms and provisions hereof.

GRANTOR:

Chino Center, Inc.
a Delaware corporation

By: _____
Name: _____
Title: _____
Date: _____

GRANTEE:

San
Bernardino
County

By: _____
Name: Dawn Rowe
Title: Chair, Board of Supervisors
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 3 OF PARCEL MAP NO. 18625, IN THE CITY OF CHINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN ON A MAP FILED IN BOOK 241, PAGES 35 THROUGH 40, INCLUSIVE, OF PARCEL MAPS.

EXCEPTING THEREFROM 1/2 OF ALL OIL RIGHTS AND GAS RIGHTS AND OTHER HYDROCARBON SUBSTANCES LYING AND BEING WITHIN OR UNDER PROPERTY HEREIN DESCRIBED, AS RESERVED IN DEED TO HELEN MARTNER, RECORDED MARCH 3, 1936 IN BOOK 1126 PAGE 85 OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM AN UNDIVIDED 1/2 INTEREST IN AND TO ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN OR UNDER SAID LAND AS RESERVED IN DEED TO LEO DEZOETE, ET UX., RECORDED MARCH 30, 1950 IN BOOK 2553 PAGE 314 OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL OIL, AND MINERAL RIGHTS IN AND TO SAID LAND, RESERVED IN THE DEED FROM LEONARD H. CROFOOT, ETAL RECORDED AUGUST 14, 1951 IN BOOK 2808 PAGE 591, OFFICIAL RECORD.

ALSO EXCEPTING THEREFROM ALL MINERALS, GAS, OIL, PETROLEUM, NAPTHA AND OTHER HYDROCARBON SUBSTANCES IN, ON OR UNDER SAID LANDS, WITH RIGHT OF SURFACE INGRESS AND EGRESS AND WELL SITE LOCATIONS, AS RESERVED IN THE DEED TO VERNON O. STAHL, ET UX., RECORDED AUGUST 27, 1952 IN BOOK 3011, PAGE 238 OFFICIAL RECORDS AND IN THE DEED TO VERNON O. STAHL, ET UX., RECORDED NOVEMBER 12, 1953 IN BOOK 3275 PAGE 86 OFFICIAL RECORDS.

AND ALSO EXCEPTING THEREFROM ALL MINERALS, GAS, OIL, PETROLEUM, NAPTHA AND OTHER HYDROCARBON SUBSTANCES AS CONTAINED IN THE EXECUTOR'S DEED FILED FOR RECORDING DECEMBER 7, 1953.

APN: 1056-371-08-0-000

Exhibit B-1
Well Facility Easement Area – Legal Description
CHINO AIRPORT REMEDIAL ACTION PROJECT PROPERTY ACQUISITION
EW-10

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 31 of Township 2 South, Range 7 West, San Bernardino Meridian, being a portion of Parcel 3 of Parcel Map 18625 recorded on June 27th 2013, in Book 241, Page 35 of Parcel Maps in the County Recorder's Office of said County, more particularly described as follows:

COMMENCING at the intersection of the centerlines of Pine and Fern Avenue at a "set monument well" as shown on said Parcel Map 18625.

Thence westerly along the centerline of Pine Avenue South 71°58'25" West a distance of 401.53 feet;

Thence continuing along said centerline South 71°51'36" West a distance of 53.64 feet;

Thence leaving said centerline North 18°08'24" West a distance of 47.01 feet to a point on the northerly right of way line of Pine Avenue, said point being the **TRUE POINT OF BEGINNING**.

Thence westerly along the northerly right of way line of Pine Avenue and parallel to said centerline South 71°51'36" West a distance of 51.65 feet;

Thence continuing along said northerly right of way line North 64°18'16" West a distance of 55.41 feet;

Thence leaving said northerly right of way line along the following five (5) courses:

- 1) North 23°09'00" West a distance of 44.01 feet;
- 2) North 89°10'53" East a distance of 37.20 feet;
- 3) South 23°10'26" East a distance of 32.89 feet;
- 4) North 71°51'36" East and parallel with said centerline a distance of 57.06 feet;
- 5) South 18°08'24" East a distance of 38.38 feet to the **TRUE POINT OF BEGINNING**.

Containing 4073 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

Date 9/24/2021

Exhibit B-2

Well Facility Easement Area – Plat

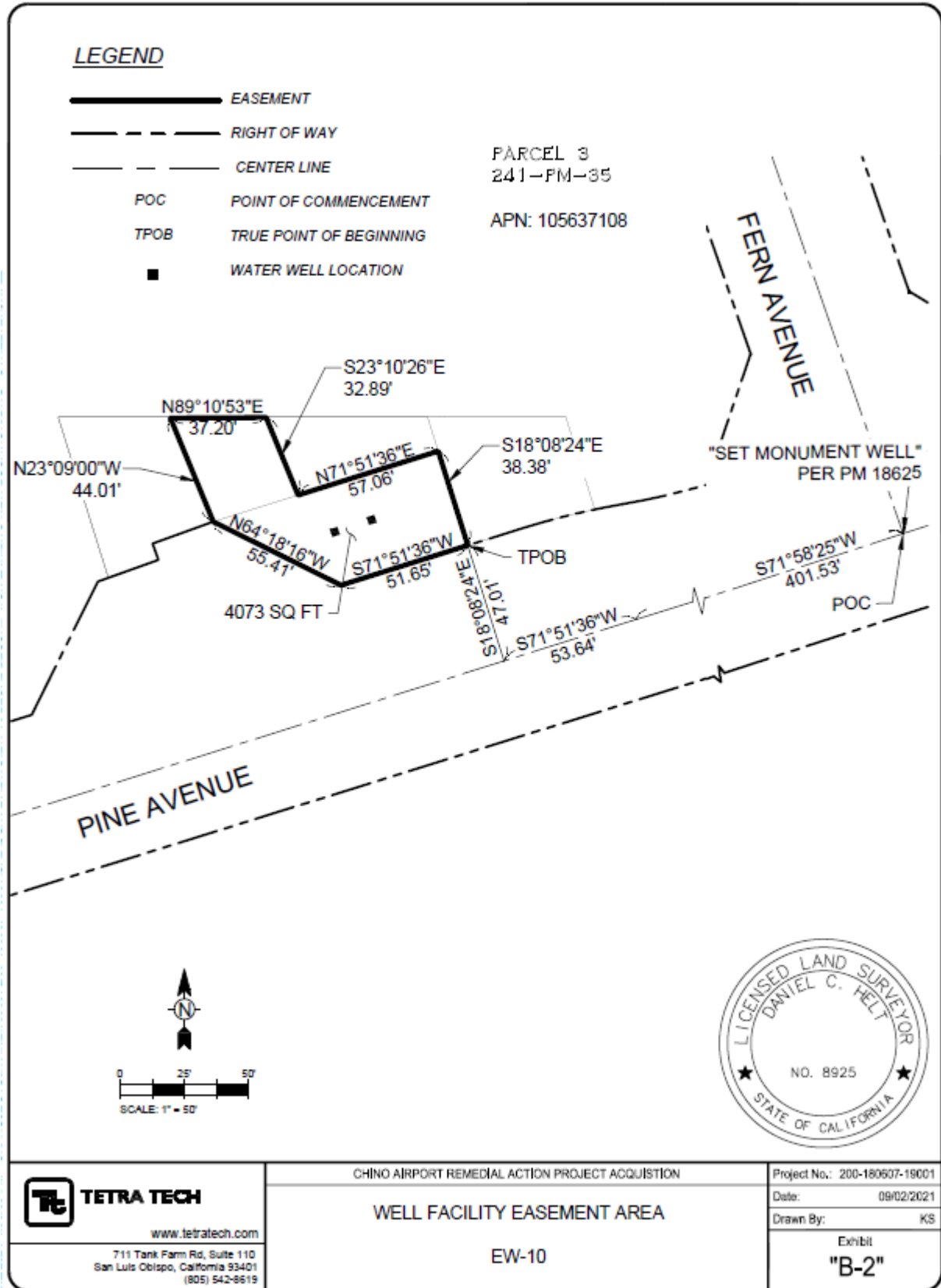


Exhibit C-1
Access Easement Area – Legal Description
CHINO AIRPORT REMEDIAL ACTION PROJECT PROPERTY ACQUISITION
EW-10

WELL ACCESS 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 31 of Township 2 South, Range 7 West, San Bernardino Meridian, being a portion of Parcel 3 of Parcel Map 18625 recorded on June 27th 2013, in Book 241, Page 35 of Parcel Maps in the County Recorder's Office of said County, more particularly described as follows:

Parcel 1

COMMENCING at the intersection of the centerlines of Pine and Fern Avenue at a "set monument well" as shown on said Parcel Map 18625.

Thence westerly along the centerline of Pine Avenue South 71°58'25" West a distance of 401.53 feet;

Thence continuing along said centerline South 71°51'36" West a distance of 190.75 feet;

Thence leaving said centerline North 18°01'35" West a distance of 76.81 feet to a point on the northerly right of way line of Pine Avenue, said point being the **TRUE POINT OF BEGINNING** of Parcel 1.

Thence leaving said Right of Way continuing North 18°01'35" West a distance of 65.32 feet;

Thence North 89°10'53" East a distance of 43.33 feet;

Thence South 23°09'00" East a distance of 44.01 feet to said northerly Right of Way;

Thence along said Right of Way the following three (3) courses:

- 1) South 69°31'53" West a distance of 25.00 feet;
- 2) South 20°28'07" East a distance of 6.72 feet;
- 3) South 69°31'53" West a distance of 20.65 feet to the **TRUE POINT OF BEGINNING**.

Containing 2348 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

Date 9/24/2021

Exhibit C-2 **Access Easement Area – Plat**

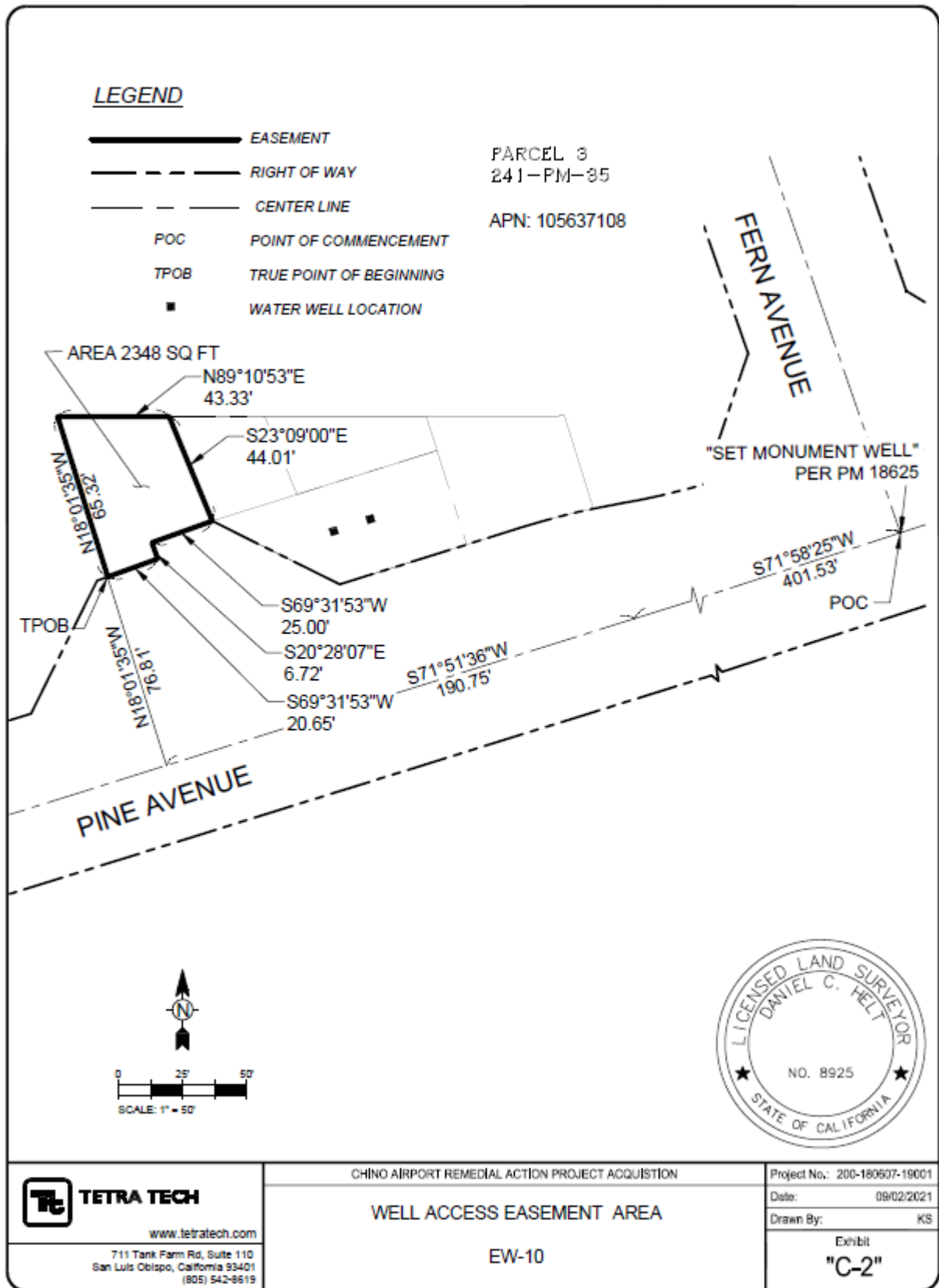


Exhibit D-1
Periodic Staging Easement Areas – Legal Description
CHINO AIRPORT REMEDIAL ACTION PROJECT PROPERTY ACQUISITION
EW-10

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 31 of Township 2 South, Range 7 West, San Bernardino Meridian, being a portion of Parcel 3 of Parcel Map 18625 recorded on June 27th 2013, in Book 241, Page 35 of Parcel Maps in the County Recorder's Office of said County, more particularly described as follows:

Parcel 1

COMMENCING at the intersection of the centerlines of Pine and Fern Avenue at a "set monument well" as shown on said Parcel Map 18625.

Thence westerly along the centerline of Pine Avenue South 71°58'25" West a distance of 401.53 feet;

Thence continuing along said centerline South 71°51'36" West a distance of 190.75 feet;

Thence leaving said centerline North 18°01'35" West a distance of 76.81 feet to a point on the northerly right of way line of Pine Avenue, said point being the **TRUE POINT OF BEGINNING** of Parcel 1.

Thence leaving said right of way, continuing North 18°01'35" West a distance of 65.32 feet;

Thence North 89°10'53" East a distance of 43.33 feet;

Thence South 23°09'00" East a distance of 44.01 feet to said northerly Right of Way;

Thence along said Right of Way the following three (3) courses

1) South 69°31'53" West a distance of 25.00 feet;

2) South 20°28'07" East a distance of 6.72 feet;

3) South 69°31'53" West a distance of 20.65 feet to the **TRUE POINT OF BEGINNING**.

Containing 2348 square feet more or less.

Parcel 2

COMMENCING at the intersection of the centerlines of Pine and Fern Avenue at a "set monument well" as shown on said Parcel Map 18625.

Thence westerly along the centerline of Pine Avenue South 71°58'25" West a distance of 401.53 feet;

Thence continuing along said centerline South 71°51'36" West a distance of 53.64 feet;

Thence leaving said centerline North 18°08'24" West a distance of 85.38 feet to the **TRUE POINT OF BEGINNING** of Parcel 2.

Thence South 71°51'36" West and parallel with said centerline a distance of 57.06 feet;

Thence North 23°10'26" West a distance of 32.89 feet;

Thence North 89°10'53" East a distance of 62.80 feet;

Thence South 18°08'24" East a distance of 14.07 feet to the **POINT OF BEGINNING**.

Containing 1357 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

Date 9/24/2021

Exhibit D-2

Periodic Staging Easement Areas – Plat

