

Exhibit "B"

Public Road Easement – "Easement 2B"

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. 1055-041-01 (per)

GRANT OF EASEMENT
(Public Road Easement)

Dept. Code : 11100
(Airports)

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:

~~County of 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.


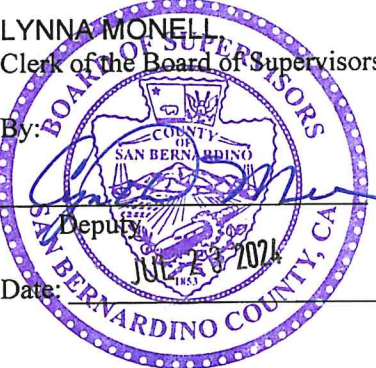
GRANTOR:

~~County of~~ San Bernardino County


~~Curt Hagman~~ Dawn Rowe Date
Chairman, Board of Supervisors

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:  JUL 12 2024

Approved as to Legal Form:
~~MICHELLE D. BLAKEMORE~~, Tom Bunton
County Counsel
San Bernardino County,
California

By: 
Agnes Cheng
Deputy County Counsel

Date: 7/12/2024

ACKNOWLEDGEMENT

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 San Bernardino

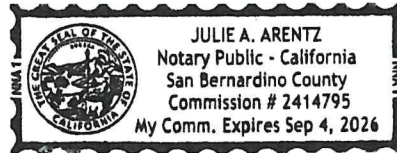
On 7/23/24 before me, Julie A. Arentz, Notary Public, personally appeared Dawn M. Rowe, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized 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

Julie A. Arentz



(Seal)

GRANTEE

City of Chino
a political subdivision of the state of California

Approved as to Form:

By: _____
Fred Galante
City Attorney

Date: _____

By: _____
Amer Jakher
Director of Public Works

By: _____
Matthew Ballantyne
City Manager

ATTEST:

By: _____
Angela Robles
City Clerk

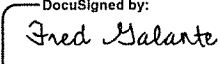
Dated: 3.22.2021

MAIL TAX STATEMENTS AS DIRECTED ABOVE


GRANTEE

City of Chino
a political subdivision of the state of California

Approved as to Form:

By: 
Fred Galante
City Attorney

Date: 3/22/2021

By: 
Amer Jakher
Director of Public Works

By: _____
Matthew Ballantyne
City Manager

ATTEST:

By: _____
Angela Robles
City Clerk

Dated: _____

MAIL TAX STATEMENTS AS DIRECTED ABOVE



EXHIBIT 'A'

LEGAL DESCRIPTION

FLIGHT AVENUE STREET DEDICATION

THAT PORTION OF LOT 5, SECTION 28, TOWNSHIP 2 SOUTH, RANGE 7 WEST, AS SHOWN ON THE MAP OF SUBDIVISION OF RANCHO SANTA ANA DEL CHINO, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 6, PAGE 15 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY;

BEGINNING AT THE INTERSECTION OF A LINE PARALLEL WITH AND DISTANT 33 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF REMINGTON AVENUE, AND A LINE PARALLEL WITH AND DISTANT 33 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF FLIGHT AVENUE;

THENCE SOUTH 89°25'56" WEST, 51.98 FEET ALONG SAID PARALLEL LINE DISTANT 33 FEET, MEASURED AT RIGHT ANGLES, FROM SAID CENTERLINE OF REMINGTON AVENUE;

THENCE SOUTH 42°31'43" EAST, 52.45 FEET;


THENCE NORTH 89°25'45" EAST, 16.92 FEET TO A LINE PARALLEL WITH AND DISTANT 33 FEET, MEASURED AT RIGHT ANGLES, FROM SAID CENTERLINE OF FLIGHT AVENUE;

THENCE ALONG LAST SAID PARALLEL LINE NORTH 00°34'15" WEST, 39.00 FEET TO **THE POINT OF BEGINNING**;

EASEMENT AREA: 1,343 SQUARE FEET (0.031 ACRES), MORE OR LESS.

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

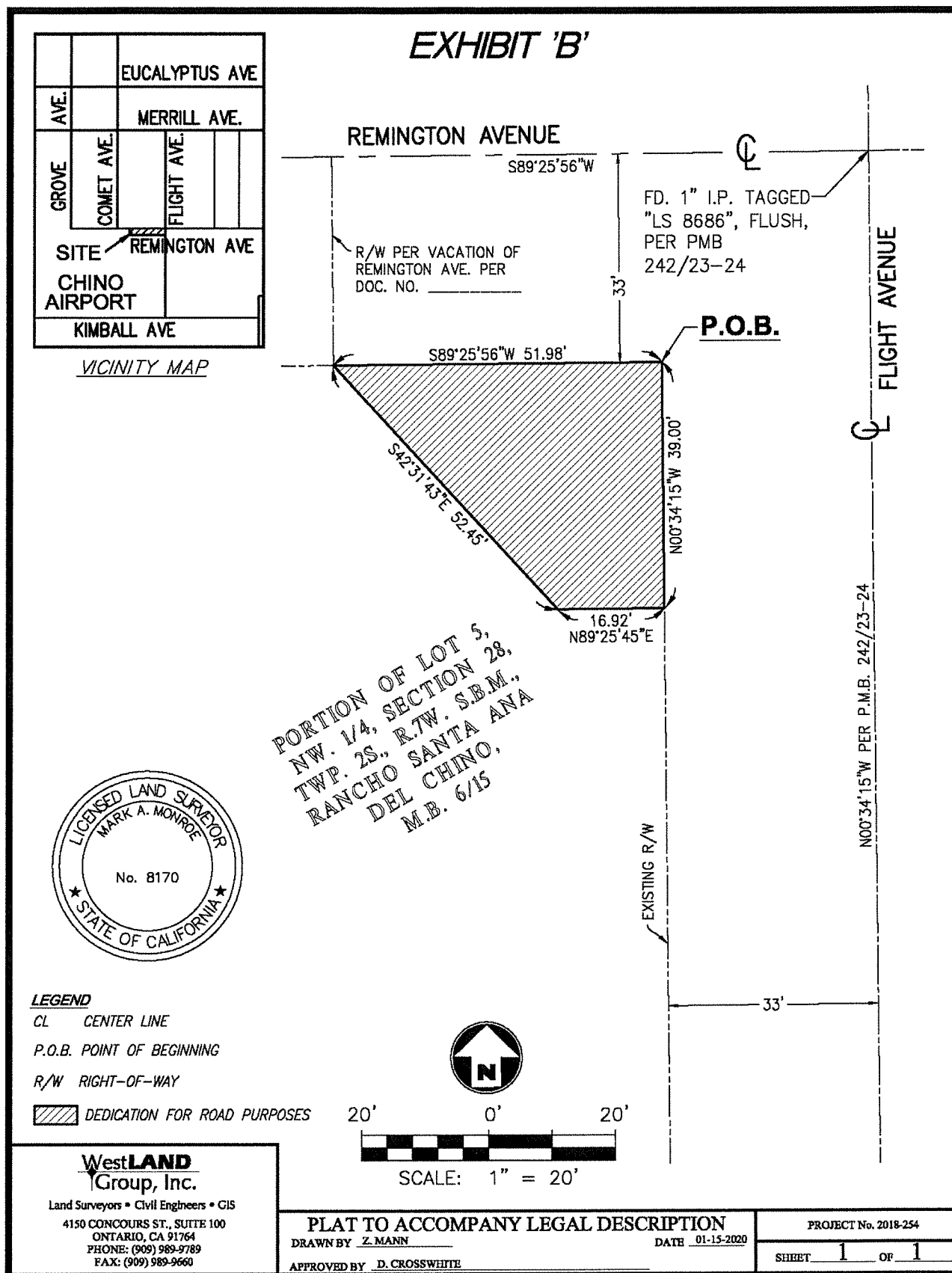
PREPARED BY OR UNDER THE DIRECTION OF:



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



EXHIBIT B PLAT



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: 3/22/21

By: 
City of Chino Director of Public Works

Dated: 3.22.2021

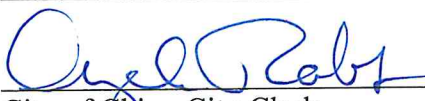
By: 
City of Chino City Clerk

Exhibit "C"
Driveway Easement – "Easement 2C"

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:

Scannell Properties #404 LLC
Attn:
8801 River Crossing Blvd., Suite 300
Indianapolis, IN 46260

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. 1055-041-01 (por)

**GRANT OF RECIPROCAL
EASEMENT
(Driveway)**

Dept. Code : 11100
(Airports)

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

This Grant of Reciprocal Easement (this “Easement Grant”) is made as of the _____
day of _____, 2024, by and between **SCANNELL PROPERTIES #404, LLC**, a
Delaware limited liability company (“Scannell”), and **San Bernardino County**, a body
corporate and politic of the State of California (“County”).

RECITALS

A. The County is the fee owner of certain real property, comprising approximately 20 acres,
located in the City of Chino, County of San Bernardino, State of California (the “County Property”),
described in Exhibit “A” and illustrated in Exhibit “B”, which exhibits are attached hereto and made a part
hereof, and commonly identified as Assessor’s Parcel Number 1055-041-01.

B. Scannell is the fee owner of certain real property, comprising approximately 80 acres, located in the City of Chino, County of San Bernardino, State of California (the "Scannell Property"), described in Exhibit "C" and illustrated in Exhibit "D", which exhibits are attached hereto and made a part hereof, and commonly identified as Assessor's Parcel Number 1054-391-02 and 1054-391-03.

C. Scannell desires to construct a two-lane driveway, one turn lane along a portion of said driveway, and any appurtenances incidental thereto ("Scannell Driveway Improvements") with said turn lane to be entirely located on a portion of the County Property and said driveway to be entirely located on a portion of the Scannell Property.

D. The County desires to grant an easement over a portion of the County Property, comprising approximately 5,792 square feet ("Southern Driveway Easement Area"), described in Exhibit "E" and illustrated in Exhibit "F", which exhibits are attached hereto and made a part hereof, for Scannell to construct, alter, replace, maintain, and repair the turn lane portion of the Scannell Driveway Improvements over, on, upon and across the Southern Driveway Easement Area along with passage and access over, on, upon, and across said driveway improvements located on said easement area.

E. Scannell desires to grant an easement over a portion of the Scannell Property, comprising approximately 32,340 square feet ("Northern Driveway Easement Area"), described in Exhibit "G" and illustrated in Exhibit "H", which exhibits are attached hereto and made a part hereof, for the County's passage and access over, on, upon, and across the two-lane driveway portion of the Scannell Driveway Improvements located on the Northern Driveway Easement Area.

AGREEMENT

In consideration of the foregoing recitals, which are incorporated herein by reference, and the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following terms and conditions:

1. Subject to the terms and conditions of this Grant of Reciprocal Easements ("Easement Grant"), the County grants to Scannell a perpetual, non-exclusive easement solely for DRIVEWAY AND ACCESS PURPOSES for Scannell and its contractors, tenants, invitees, and permitted successors and assigns ("Scannell Parties") to construct, alter, replace, maintain, and repair the turn lane portion of the Scannell Driveway Improvements over, on, upon and across the Southern Driveway Easement Area along with vehicular (including, without limitation, tractor-trailers) and pedestrian access over, on, upon, and across said portion of the Scannell Driveway Improvements located on the Southern Driveway Easement Area.

2. Subject to the terms and conditions of this Easement Grant, Scannell grants to the County a perpetual, non-exclusive easement solely for ACCESS PURPOSES for County and its contractors, tenants, invitees, and permitted successors and assigns for vehicular (including, without limitation, tractor-trailers) and pedestrian access over, on, upon, and across the two-lane driveway portion of the Scannell Driveway Improvements located on the Northern Driveway Easement Area.

3. Scannell acknowledges and agrees that any and all initial construction and subsequent alterations and replacements of the Scannell Driveway Improvements (whether located on the Southern Driveway Easement Area or the Northern Driveway Easement Area), shall be at Scannell's sole cost and expense, provided that any such construction, alteration, and replacement of the turn lane portion of the Scannell Driveway Improvements to be performed on the Southern Driveway Easement Area, including (but not limited to any underground work), shall be subject to the County's prior written approval, which shall not be unreasonably withheld, conditioned, or delayed, following submission of plans and

specifications. If said construction, alterations, and replacement of the turn lane portion of the Scannell Driveway Improvements on the Southern Driveway Easement Area are approved, potholing shall be performed at Scannell's sole cost and expense. Scannell shall, at its sole cost and expense, comply with all applicable laws and regulations concerning the Scannell Driveway Improvements and Scannell's use of the Southern Driveway Easement Area, including but not limited to securing and maintaining all applicable permits and approvals from appropriate local, state and federal agencies for the Scannell Driveway Improvements. Scannell shall, at its sole cost and expense pay any and all applicable taxes levied by any government agency against the Scannell Driveway Improvements and Scannell's interest in the Southern Driveway Easement Area.

4. Subject to Paragraph 5 below, Scannell shall, at its sole cost and expense, uniformly maintain in good condition and repair the Scannell Driveway Improvements (whether located on the Southern Driveway Easement Area or the Northern Driveway Easement Area) and shall keep the Southern Driveway Easement Area in a neat and tidy condition, free of trash, debris, and weeds, provided any such maintenance and repair to be performed on the Southern Driveway Easement Area that requires work below the surface of the Scannell Driveway Improvements shall be subject to the County's prior written approval, which shall not be unreasonably withheld, conditioned, or delayed, following submission of plans and specifications. Scannell shall provide the County with reasonable advance written notice of any temporary closures of the Scannell Driveway Improvements due to any construction, alterations, replacements, maintenance, or repairs. Any damage to the Southern Driveway Easement Area caused by Scannell or the Scannell Parties shall be promptly repaired by Scannell at Scannell's sole cost and expense to the condition existing immediately prior to such damage, ordinary wear and tear excluded.

5. In the event the County desires to construct, at its cost and expense, a separate road or driveway located solely on the County Property that would connect to and/or abut the Scannell Driveway Improvements, prior to any such construction and connection by the County, the parties shall, in an amendment hereto, modify Paragraph 4 of this Easement Grant to equitably share in the maintenance and repair obligations for the Scannell Driveway Improvements. In this regard, the equitable share of such maintenance and repair obligations shall take into consideration all commercially reasonable factors including, without limitation, the manner and intensity of use by each respective party taking into consideration the number of vehicle trips and types of vehicles that will be utilizing such improvements. Furthermore, said improvements are subject to Scannell's prior written approval, which shall not be unreasonably withheld, conditioned, or delayed, following submission of plans and specifications.

6. This Easement Grant shall be permanent and perpetual, and, together with the obligations, rights and benefits thereof, shall run with and burden the Southern Driveway Easement Area and inure to the benefit of the owner of the Scannell Property and their respective grantees, successors and assigns as the owner(s) of all or any portion of the Scannell Property. Except in connection with a sale of the Scannell Property as contemplated in the immediately preceding sentence, Scannell shall not have the right to assign or otherwise transfer this Easement Grant and the rights herein without the County's prior written consent. In the event of a sale of the Scannell Property, Scannell shall provide written notice of such sale to the County. This Easement Grant shall not include the right for any co-location of utilities, systems, or other improvements in the Southern Driveway Easement Area by any party other than Scannell without the County's prior written consent, which consent shall not unreasonably withheld, conditioned or delayed.

7. This Easement Grant is further subject to the following:

(i) With respect to the Southern Driveway Easement Area, all permits, agreements, licenses, leases, easements, reservations, restrictions, conditions, covenants, encumbrances, liens, right of ways, and claims of title which may affect the County Property, whether recorded or not; and (ii) the County's right to use and access the Southern Driveway Easement Area for the County's

operations, which continuing right to use and access the Southern Driveway Easement Area is hereby expressly reserved for the County 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 County with respect to the Southern Driveway Easement Area or this Easement Grant. The County further reserves the right to grant other easements or licenses at the Southern Driveway Easement Area so long as such use(s) do not unreasonably interfere with the rights herein granted.

(ii) With respect to the Northern Driveway Easement Area, all permits, agreements, licenses, leases, easements, reservations, restrictions, conditions, covenants, encumbrances, liens, right of ways, and claims of title which may affect the Scannell Property, whether recorded or not; and (ii) the Scannell's, or its tenant's and invitees, right to use and access the Northern Driveway Easement Area for such party's operations, which continuing right to use and access the Northern Driveway Easement Area is hereby expressly reserved for Scannell, and its tenants, invitees, 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 Scannell with respect to the Northern Driveway Easement Area or this Easement Grant. Scannell further reserves the right to grant other easements or licenses at the Northern Driveway Easement Area so long as such use(s) do not unreasonably interfere with the rights herein granted.

(iii) During the period from November 1st through January 15th of each year ("Specific Period"), for so long as FedEx Ground Package System, Inc. ("FedEx") or a substantially similar package delivery service entity is a tenant under a valid lease agreement at the Scannell Property, neither party shall impede nor obstruct the other party's access on and over the Scannell Driveway Improvements, except as provided in this Paragraph 7(iii). In this regard, the parties agree that no construction and/or maintenance and repair will be performed during the Specific Period, except in the event that such work constitutes Necessary Work. With respect to the Southern Driveway Easement Area: (a) in the event the County performs any Necessary Work (as later defined) thereon during the Specific Period, the County shall provide Scannell with not less than forty-eight (48) hours prior written notice, and (b) in the event Scannell performs any work thereon, as permitted under this Easement Grant, during the Specific Period, notwithstanding anything to the contrary in this Easement Grant, Scannell shall provide the County with not less than forty-eight (48) hours prior written notice and obtain the County's prior express written approval. With respect to the Northern Driveway Easement Area, in the event Scannell performs any Necessary Work thereon during the Specific Period, Scannell shall provide the County with not less than forty-eight (48) hours prior written notice. As used in this Easement Grant, the term "Necessary Work" shall mean any work or activities, including but not limited to construction, alterations, replacement, maintenance, repair, and traffic control required as a result of emergency condition(a) adversely affecting the health, public safety, and/or the environment or any work or activities required by the Federal Aviation Administration and/or other governmental or regulatory agencies. For the sole purpose of determining the applicability this Paragraph 7(iii): (x) Scannell represents to the County that, as of the date the parties mutually execute this Easement Grant, FedEx is a tenant at the Scannell Property under a valid lease agreement; (y) Scannell shall promptly provide written notice to the County at the time that Scannell's lease with FedEx at the Scannell Property expires or terminates; and (z) Scannell shall promptly provide written notice to the County at such relevant times that Scannell enters into each subsequent lease, if any, with any package national or regional delivery service entity substantially similar to FedEx at the Scannell Property and when each such lease expires or terminates. Notwithstanding anything to the contrary in this Easement Grant, the parties acknowledge and agree this Easement Grant does not create nor shall it at any time be deemed to create any third-party beneficiary rights to any tenant or user of the Scannell Property, including but not limited to FedEx or any substantially similar package delivery service entity.

8. The Easement Grant is further subject to a right of flight for the passage of aircraft in the airspace above the surface of the Southern Driveway 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. Scannell, by accepting this Easement Grant, expressly agrees for itself and any Scannell Parties that it nor they shall make use of the Southern Driveway 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, the County reserves the right to enter upon the Southern Driveway Easement Area and cause the abatement of such interference at the sole cost and expense of Scannell if Scannell fails to do so within one hundred and twenty (120) day after Scannell's receipt of a written notice of said breach from the County. Scannell further agrees to conform to all requirements and regulations of the Federal Aviation Administration as may be applicable to Scannell, the Scannell Driveway Improvements, and Scannell's use of the Southern Driveway Easement Area.

9. Scannell hereby agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless County and its authorized officers, employees, authorized agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Easement Grant and use of the Driveway Improvements on the Southern Driveway Easement Area 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 Scannell, the Scannell Parties, or anyone under the control of Scannell ("indemnitees"), and for any costs or expenses incurred by County on account of such claims, except where such indemnification is prohibited by law. Scannell's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" as provided in Civil Code Section 2782. Scannell's foregoing indemnification obligation does not apply to any claims, actions, losses, damages, and/or liability arising out any hazardous substances that existed on the Southern Driveway Easement Area before the date this Easement Grant is mutually executed by the parties, unless Scannell, the Scannell Parties, or anyone under the control of Scannell exacerbates the condition of any pre-existing hazardous substances; in which case, Scannell shall be responsible for any and all costs and liabilities associated with the investigation and remediation of such hazardous substances to the extent that the pre-existing condition has been exacerbated.

10. This Easement Grant shall be permanent and perpetual unless this Easement Grant is terminated by mutual agreement of the parties. Upon any such termination, (i) Scannell shall thereupon, without cost to the County, remove all Driveway Improvements and restore the Southern Driveway Easement Area to a condition as near as possible to that which existed on the date this Easement Grant is executed by Scannell, and deliver to the County a quitclaim of Scannell's rights under this Easement Grant, and (ii) the County shall thereupon, without cost to Scannell, deliver a quitclaim deed of the County's rights under this Easement Grant.

11. All notices, documents, correspondence and communications concerning this Easement Grant 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, delivered by nationally recognized overnight courier, or served personally. Any such mailing, delivery, or service shall be deemed given upon the earlier of actual receipt by the addressee or the date receipt is refused by the addressee. 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.

To County:

San Bernardino County

To Scannell:

Scannell Properties #404 LLC

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

Attn: General Counsel
8801 River Crossing Blvd., Suite 300
Indianapolis, IN 46240

12. In any action or proceeding brought to enforce or interpret any provision of this Easement Grant, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney fees and costs, except that Scannell shall bear those attorney fees and costs incurred by the County as a result of Scannell's indemnity obligations herein.

13. In the event that either party is in default of its respective obligations in this Easement Grant, the non-defaulting party shall give written notice to the defaulting party of such default. If the defaulting party does not cure such default within thirty (30) days after receipt of written notice from the non-defaulting party, the non-defaulting party shall, at its option, have the right (but not the obligation) to cure such default on behalf of and at the expense of the defaulting party (in which event, the defaulting party shall upon demand reimburse the non-defaulting party for all expenses incurred) and/or pursue any rights or remedies available at law or in equity resulting from such uncured default, provided that if the default is of such nature that it cannot reasonably be cured within said thirty (30) days, the defaulting party shall not be in default if the defaulting party commences to cure said default within said thirty (30) day period and thereafter diligently pursues such cure to completion. Notwithstanding the foregoing, in the event that a default of its respective obligations herein would cause imminent injury to persons or imminent and substantial damage to the Driveway Improvements, the defaulting party shall immediately cure such default after receipt of notice from the defaulting party.

14. This Easement Grant shall be construed in accordance with the laws of the State of California.

15. The Parties to this Easement Grant represent and warrant for itself that this Easement Grant has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms and shall run with the County Property and the Scannell Property, respectively.

[SIGNATURE PAGES FOLLOW]

GRANTOR:

San Bernardino County

Dawn Rowe

JUL 23 2024

Dawn Rowe

Date

Chair, Board of Supervisors

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:

Cynthia M...

Deputy

Date: JUL 23 2024



Approved as to Legal Form:
TOM BUNTON,
County Counsel
San Bernardino County,
California

By:

Agnes Cheng

Agnes Cheng
Deputy County Counsel

Date: 7/12/2024

ACKNOWLEDGEMENT

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 San Bernardino

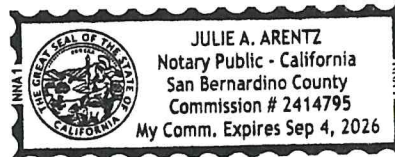
On 7/23/2024 before me, Julie A. Arentz, Notary Public, personally appeared Dawn M. Rowe, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized 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

Julie A. Arentz



(Seal)


Approved as to Form:

By: 
Scannell Attorney

Date: _____

GRANTEE

Scannell Properties #404 LLC
a Delaware limited liability company

By: 
Mark P. Leging
Title Manager

By: _____

MAIL TAX STATEMENTS AS DIRECTED ABOVE

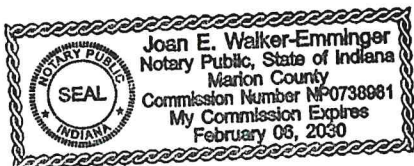
STATE OF INDIANA)
) ss.
COUNTY OF MARION)

I, Joan E. Walker - Emminger a notary public in and for said County, in said State, hereby certify that Marc D. Pfleging, whose name as Manager of Scannell Properties #404, LLC, a Delaware limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said limited liability company, acting in its capacity as Manager as aforesaid.

Given under my hand this 20th day of June, 2024.

Joan E. Walker - Emminger
Notary Public

[Notary Seal]



My commission expires: 02/06/30

EXHIBIT 'A'

LEGAL DESCRIPTION

SAN BERNARDINO COUNTY PROPERTY APN: 1055-041-01

LOTS 5 AND 6, IN SECTION 28, TOWNSHIP 2 SOUTH, RANGE 7 WEST, ACCORDING TO MAP OF SUBDIVISION OF RANCHO SANTA ANA DEL CHINO, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 6, PAGE 15 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY.

TOGETHER WITH THE SOUTHERLY HALF OF VACATED REMINGTON AVENUE WHERE TITLE HAS PASSED BY CHINO RESOLUTION NO. 2020-029, RECORDED JULY 21, 2020 AS DOCUMENT NO. 2020-0245389 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY.

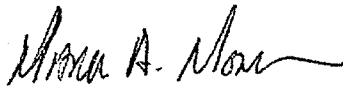
ALSO, TOGETHER WITH EASTERLY HALF OF VACATED COMET AVENUE WHERE TITLE HAS PASSED BY CHINO RESOLUTION NO. 87-291, DATED AUGUST 10, 1987 AND SHOWN ON RS 70/52 RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY

CONTAINING 871,200 SQUARE FEET (20 ACRES) OF LAND, MORE OR LESS.

SUBJECT TO ALL CONDITIONS, RESERVATIONS, RESTRICTIONS, EASEMENTS, OFFERS OF DEDICATIONS, RIGHTS AND RIGHTS OF WAY OF RECORD, IF ANY.

EXHIBIT "B" ATTACHED AND MADE A PART THEREOF.

PREPARED BY OR UNDER THE DIRECTION OF:



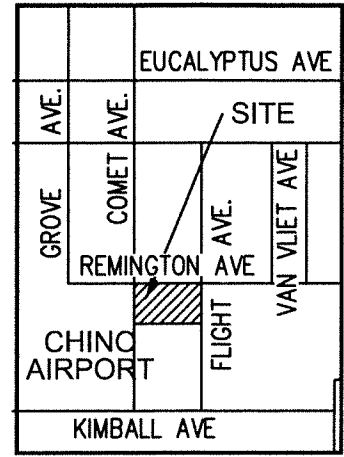
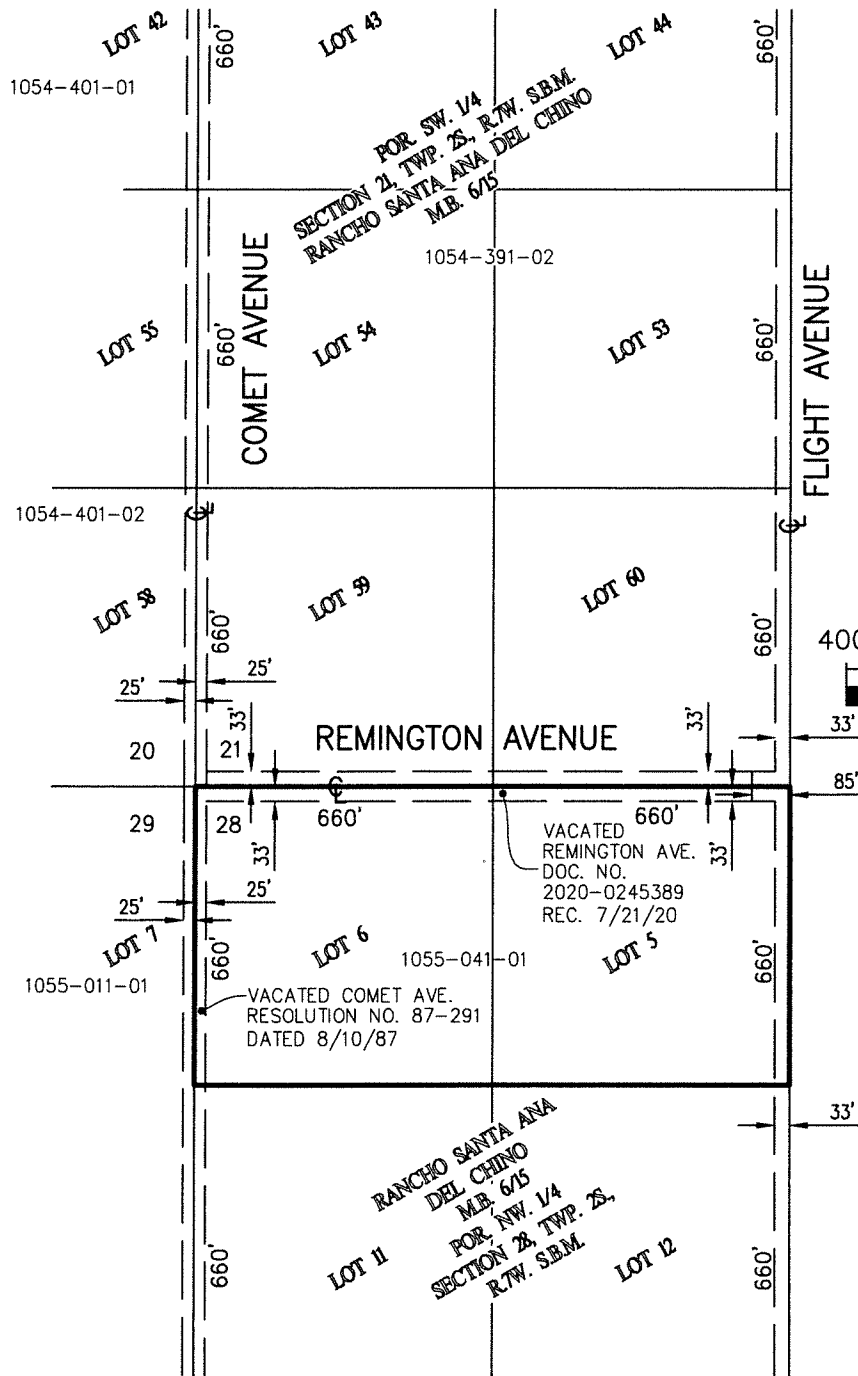
September 10, 2020

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

DATE



EXHIBIT 'B'



VICINITY MAP
N.T.S.



400' 0' 400'



SCALE: 1" = 400'

LEGEND

SAN BERNARDINO COUNTY PROPERTY

WestLAND
Group, Inc.

Land Surveyors • Civil Engineers • GIS

4150 CONCOURS ST., SUITE 100
ONTARIO, CA 91764
PHONE: (909) 989-9789
FAX: (909) 989-9660

PLAT TO ACCOMPANY LEGAL DESCRIPTION

DRAWN BY M2

DATE 09/10/20

APPROVED BY _____

PROJECT No. 2018-254

SHEET 1 OF 1

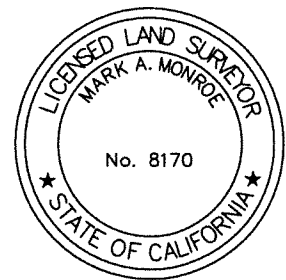


EXHIBIT 'C'

LEGAL DESCRIPTION

SCANNELL PROPERTY

PARCEL 1: APN: 1054-391-03

THE NORTH 147.16 FEET OF THE WEST 148 FEET OF LOT 38, IN SECTION 21, TOWNSHIP 2 SOUTH, RANGE 7 WEST, ACCORDING TO MAP OF SUBDIVISION OF RANCHO SANTA ANA DEL CHINO, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 6, PAGE 15 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY.

PARCEL 2: APN: 1054-391-02

LOTS 37, 38, 43, 44, 53, 54, 59 AND 60, ALL IN SECTION 21, TOWNSHIP 2 SOUTH, RANGE 7 WEST, ACCORDING TO MAP OF SUBDIVISION OF RANCHO SANTA ANA DEL CHINO, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 6, PAGE 15 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY.

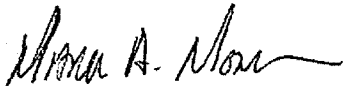
TOGETHER WITH THE EASTERLY HALF OF VACATED COMET AVENUE AND THE NORTHERLY HALF OF VACATED REMINGTON AVENUE WHERE TITLE HAS PASSED BY CHINO RESOLUTION NO. 2020-029, RECORDED JULY 21, 2020 AS DOCUMENT NO. 2020-0245389 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY.

CONTAINING 3,484,800 SQUARE FEET (80 ACRES) OF LAND, MORE OR LESS.

SUBJECT TO ALL CONDITIONS, RESERVATIONS, RESTRICTIONS, EASEMENTS, OFFERS OF DEDICATIONS, RIGHTS AND RIGHTS OF WAY OF RECORD, IF ANY.

EXHIBIT "D" ATTACHED AND MADE A PART THEREOF.

PREPARED BY OR UNDER THE DIRECTION OF:



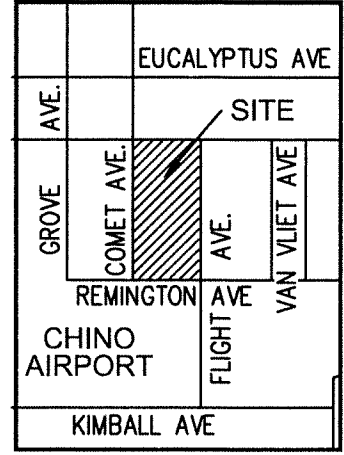
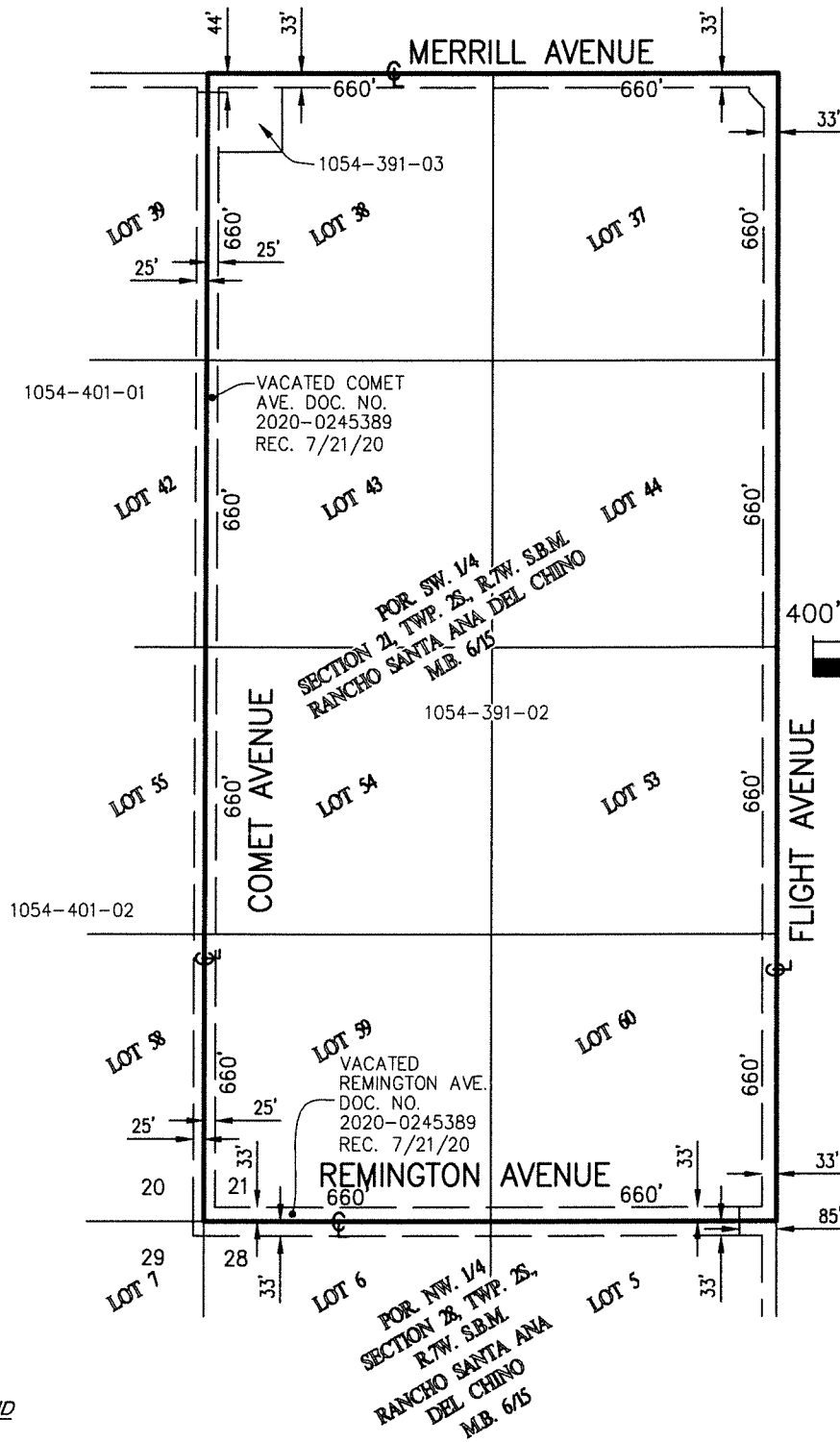
September 10, 2020

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

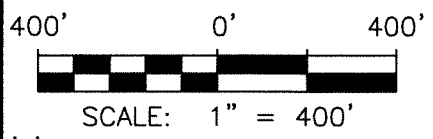
DATE



EXHIBIT 'D'



VICINITY MAP
N.T.S.



LEGEND

SCANNELL PROPERTY

WestLAND
Group, Inc.

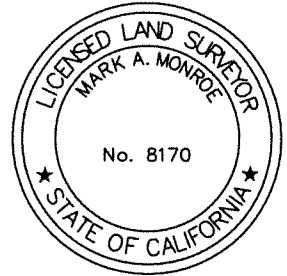
Land Surveyors • Civil Engineers • GIS
4150 CONCOURS ST., SUITE 100
ONTARIO, CA 91764
PHONE: (909) 989-9789
FAX: (909) 989-9660

PLAT TO ACCOMPANY LEGAL DESCRIPTION

DRAWN BY M2

DATE 09/10/20

APPROVED BY _____



PROJECT No. 2018-254

SHEET 1 OF 1

EXHIBIT 'E'

LEGAL DESCRIPTION

DRIVEWAY EASEMENT ON REMINGTON AVENUE

THAT PORTION OF LOT 5, SECTION 28, TOWNSHIP 2 SOUTH, RANGE 7 WEST, AS SHOWN ON THE MAP OF SUBDIVISION OF RANCHO SANTA ANA DEL CHINO, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 6, PAGE 15 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT A 1 INCH IRON PIPE TAGGED "LS 8686", BEING THE INTERSECTION OF THE CENTERLINE OF REMINGTON AVENUE, AND THE CENTERLINE OF FLIGHT AVENUE PER PARCEL MAP NO. 19368, RECORDED IN BOOK 242, PAGES OF 23 AND 24, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY;

THENCE ALONG SAID CENTERLINE OF REMINGTON AVENUE, SOUTH 89°25'56" WEST, 85.00 FEET TO THE **POINT OF BEGINNING**, BEING ON A LINE PARALLEL WITH AND DISTANT 85 FEET, MEASURED AT RIGHT ANGLES, FROM SAID CENTERLINE OF FLIGHT AVENUE;

THENCE ALONG SAID LINE, SOUTH 00°34'15" EAST, 27.50 FEET TO A LINE PARALLEL WITH AND DISTANT 27.50 FEET, MEASURED AT RIGHT ANGLES, FROM SAID CENTERLINE OF REMINGTON AVENUE;

THENCE ALONG SAID LINE, SOUTH 89°25'56" WEST, 137.06 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY, SAID CURVE HAS A RADIUS OF 205.50 FEET;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°22'10" AN ARC DISTANCE OF 76.64 FEET TO A POINT OF REVERSE CURVATURE, SAID CURVE IS CONCAVE SOUTHERLY AND HAS A RADIUS OF 194.50 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 20°48'06" WEST;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°22'10" AN ARC DISTANCE OF 72.54 FEET TO THE CENTERLINE OF REMINGTON AVENUE;

THENCE ALONG SAID CENTERLINE, NORTH 89°25'56" EAST, 282.81 FEET TO THE **POINT OF BEGINNING**;

EASEMENT AREA: 5,792 SQUARE FEET (0.133 ACRES), MORE OR LESS.

SUBJECT TO ALL CONDITIONS, RESERVATIONS, RESTRICTIONS, EASEMENTS, OFFERS OF DEDICATIONS, RIGHTS AND RIGHTS OF WAY OF RECORD, IF ANY.

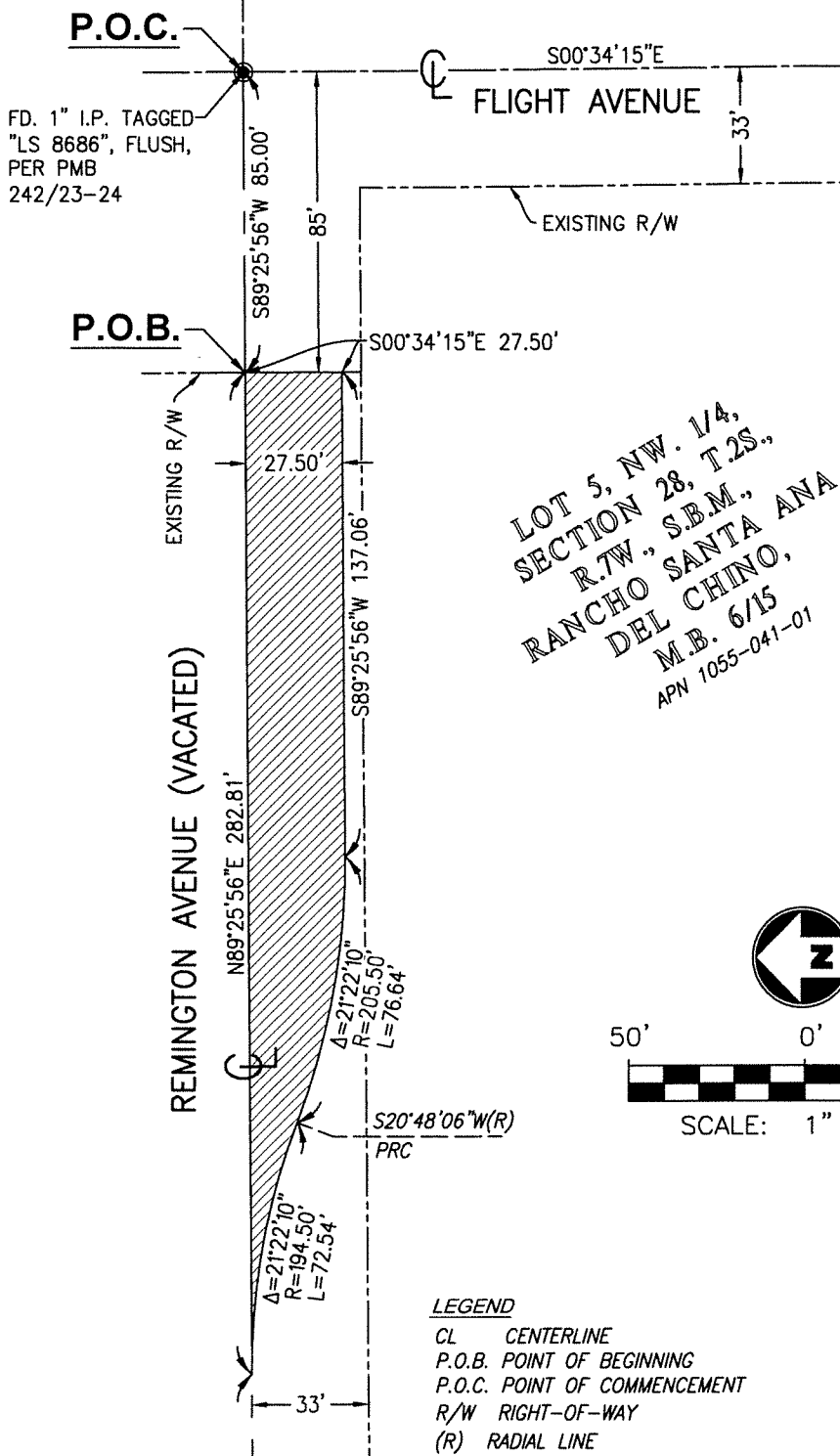
ALL FOUND MONUMENT DESCRIPTIONS, COURSES, ETC. ARE AS SHOWN ON
EXHIBIT "F" ATTACHED HERETO AND MADE A PART HEREOF.

PREPARED BY OR UNDER THE DIRECTION OF:

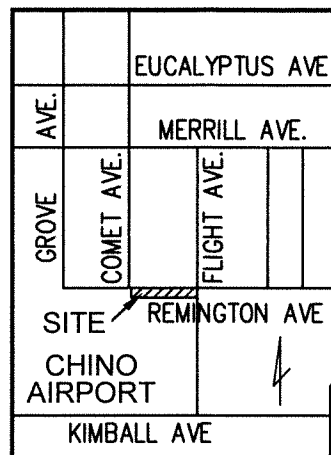
Mark A. Monroe September 10, 2020
MARK A. MONROE P.L.S. #8170 DATE



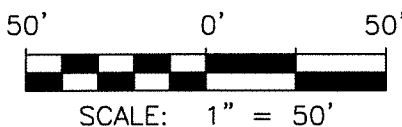
EXHIBIT 'F'



LOT 5, NW. 1/4,
SECTION 28, T2S.,
R.7W., S.B.M.,
RANCHO SANTA ANA
DEL CHINO,
M.B. 6/15
APN 1055-041-01



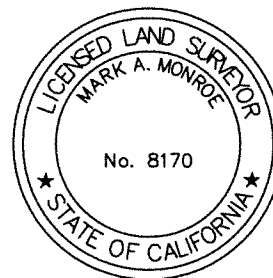
VICINITY MAP
N.T.S.



LEGEND

- CL CENTERLINE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- R/W RIGHT-OF-WAY
- (R) RADIAL LINE
- PRC POINT OF REVERSE CURVE

EASEMENT FOR DRIVEWAY PURPOSES
AREA: 5,792 SQ.FT. (0.133 AC)



WestLAND
Group, Inc.

Land Surveyors • Civil Engineers • GIS

4150 CONCOURS ST., SUITE 100
ONTARIO, CA 91764
PHONE: (909) 989-9789
FAX: (909) 989-9660

PLAT TO ACCOMPANY LEGAL DESCRIPTION

DRAWN BY Z. MANN

DATE 09-10-2020

APPROVED BY D. CROSSWHITE

PROJECT No. 2018-254

SHEET 1 OF 1

EXHIBIT 'G'

LEGAL DESCRIPTION

DRIVEWAY EASEMENT ON SCANNELL PROPERTY: APN 1054-391-02

THAT PORTION OF LOT 59 AND LOT 60, SECTION 21, TOWNSHIP 2 SOUTH, RANGE 7 WEST, SAN BERNARDINO MERIDIAN, AS SHOWN ON THE MAP OF SUBDIVISION OF RANCHO SANTA ANA DEL CHINO, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 6, PAGE 15 OF MAPS, AND THE NORTHERLY HALF OF VACATED REMINGTON AVENUE WHERE TITLE HAS PASSED BY CHINO RESOLUTION NO. 2020-029, RECORDED JULY 21, 2020 AS DOCUMENT NO. 2020-0245389 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT A 1 INCH IRON PIPE TAGGED "LS 8686", BEING THE INTERSECTION OF THE CENTERLINE OF REMINGTON AVENUE, AND THE CENTERLINE OF FLIGHT AVENUE PER PARCEL MAP NO. 19368, RECORDED IN BOOK 242, PAGES OF 23 AND 24, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY;

THENCE ALONG SAID CENTERLINE OF REMINGTON AVENUE, SOUTH 89°25'56" WEST, 85.00 FEET TO THE **TRUE POINT OF BEGINNING** OF A STRIP OF LAND, LYING 38.50 FEET NORTHERLY OF AND PARALLEL WITH THE FORMER CENTERLINE OF SAID REMINGTON AVENUE;

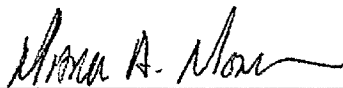
THENCE ALONG SAID LINE, SOUTH 89°25'56" WEST, 840.00 FEET TO THE **POINT OF TERMINATION**

CONTAINING 32,340 SQ. FT. (0.742 AC) OF LAND, MORE OR LESS.

SUBJECT TO ALL CONDITIONS, RESERVATIONS, RESTRICTIONS, EASEMENTS, OFFERS OF DEDICATIONS, RIGHTS AND RIGHTS OF WAY OF RECORD, IF ANY.

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

PREPARED BY OR UNDER THE DIRECTION OF:



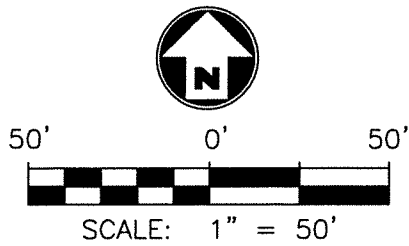
September 10, 2020

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

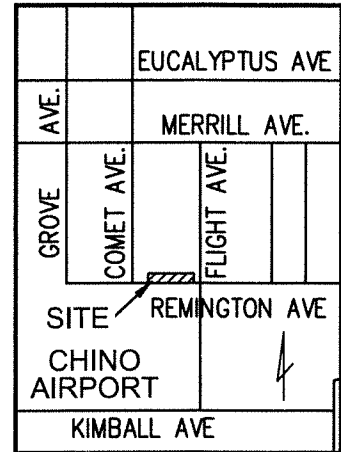
DATE



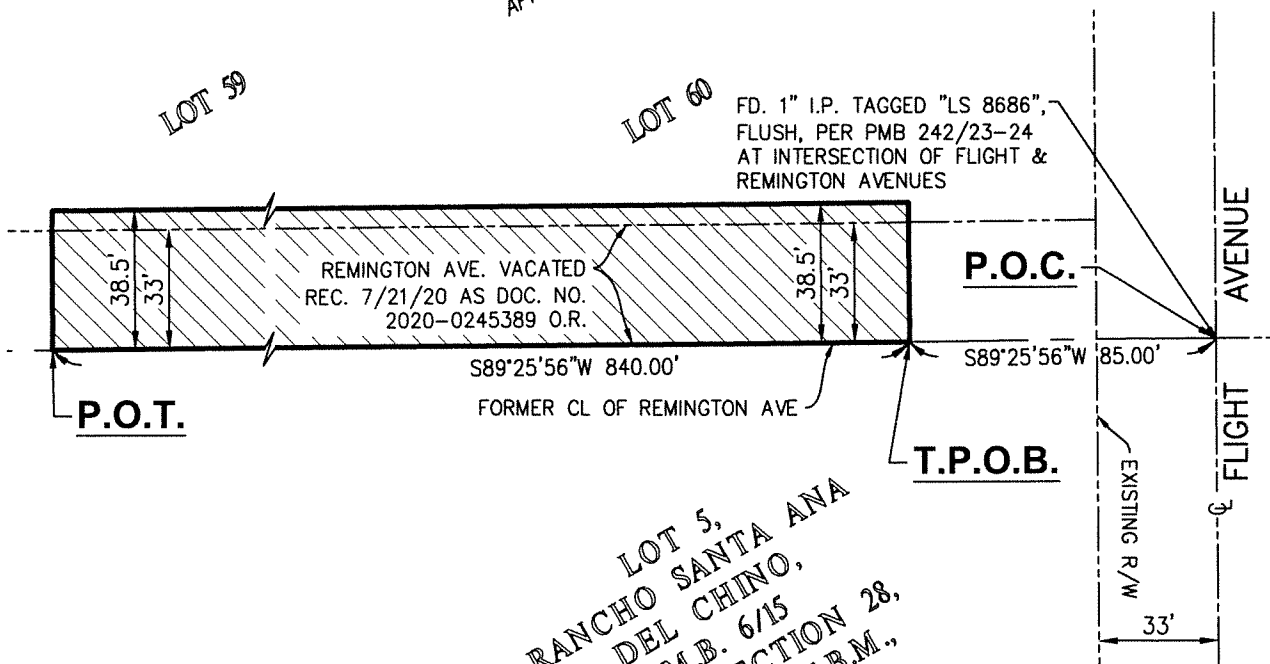
EXHIBIT 'H'



RANCHO SANTA ANA
DEL CHINO
M.B. 6/15
POR SW. 1/4
SECTION 21, TWP. 2S.,
R.7W. S.B.M.
APN 1054-391-02



VICINITY MAP
N.T.S.



LOT 5,
RANCHO SANTA ANA
DEL CHINO,
M.B. 6/15
NW 1/4, SECTION 28,
T.2S., R.7W., S.B.M.,
APN 1055-041-01

LEGEND

P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
P.O.T. POINT OF TERMINATION
CL CENTERLINE

EASEMENT FOR DRIVEWAY PURPOSES
AREA: 32,340 SQ.FT. (0.742 AC)



WestLAND
Group, Inc.
Land Surveyors • Civil Engineers • GIS
4150 CONCOURS ST., SUITE 100
ONTARIO, CA 91764
PHONE: (909) 989-9789
FAX: (909) 989-9660

PLAT TO ACCOMPANY LEGAL DESCRIPTION

DRAWN BY M2

DATE 09-10-2020

APPROVED BY DRCR

PROJECT No. 2018-254

SHEET 1 OF 1

Exhibit "D"
Drainage Easement – "Easement 3A"

RECORDING REQUESTED BY:

County of San Bernardino
Real Estate Services Department

WHEN RECORDED MAIL DOCUMENT
and TAX STATEMENT TO:

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

and to:

Scannell Properties #404 LLC
Attn:
8801 River Crossing Blvd., Suite 300
Indianapolis, IN 46260

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. 1054-401-02 (por)
1055-011-01 (por)

GRANT OF EASEMENT
(Drainage)

Dept. Code : 11100
(Airports)

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

COUNTY OF SAN BERNARDINO, 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 SCANNELL PROPERTIES #404 LLC, a Delaware limited liability company ("Grantee"), a non-exclusive EASEMENT solely for DRAINAGE AND FLOWAGE PURPOSES for Grantee and its contractors, tenants, agents, and permitted successors and assigns to construct and maintain permitted drainage improvements and any appurtenances incidental thereto ("Drainage Improvements") over, under 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, along with ingress and egress to the Easement Area from Grantor's real property through routes designated by Grantor to exercise the rights granted herein, provided that Grantor reserves the right to provide escort through Grantor's real property. Grantee shall give Grantor not less than twenty-four (24) hours prior notice by email to Admin@airports.sbcounty.gov or by telephone at (909) 387-8810 to coordinate a mutually agreed date and time for such ingress and egress.

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

Except in connection with a sale of the Scannell Property, Scannell shall not have the right to assign or otherwise transfer this Easement Grant and the rights herein without the Grantor's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. 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 and Drainage Improvements 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 permitted 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 Drainage 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. Grantee's foregoing indemnification obligation does not apply to any claims, actions, losses, damages, and/or liability arising out of any hazardous substances that existed on the Easement Area before the date this Grant of Easement is mutually executed by the parties, unless the Grantee or its contractors, tenants, agents, permitted successors and assigns or anyone under Grantee or its contractors, tenants, agents, and permitted successors and assigns' control exacerbates the condition of any pre-existing hazardous substances; in which case, Grantee shall be responsible for any and all costs and liabilities associated with the investigation and remediation of such hazardous substances to the extent that the pre-existing condition has been exacerbated.

This Grant of Easement shall terminate upon the earliest to occur: (i) termination by mutual agreement of the parties; or (ii) 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, if requested by Grantor, Grantee shall thereupon, without cost to Grantor, remove all Drainage 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:

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

To Grantee:

Scannell Properties #404 LLC
Attn:
8801 River Crossing Blvd., Suite 300
Indianapolis, IN 46240

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.

This Grant of Easement shall be construed in accordance with the laws of the State of California.

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:

~~County of San Bernardino~~ *County*

Dawn Rowe JUL 23 2024
Dawn Rowe Date
Chair, Board of Supervisors

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:

[Signature]
Deputy

Date: JUL 23 2024



Approved as to Legal Form:
TOM BUNTON, County Counsel
San Bernardino County,
California

By:

[Signature]
Agnes Cheng
Deputy County Counsel

Date: 7/12/2024

ACKNOWLEDGEMENT

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 San Bernardino

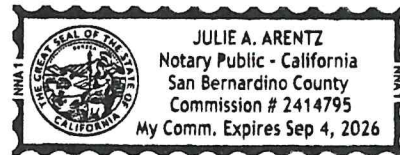
On 7/23/2024 before me, Julie A. Arentz, Notary Public, personally appeared Dawn M. Rowe, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized 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

Julie A. Arentz



(Seal)

GRANTEE

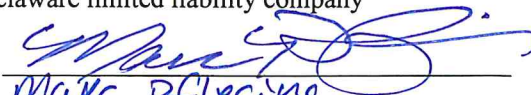
Scannell Properties #404 LLC
a Delaware limited liability company

Approved as to Form:

By: 
Scannell Attorney

Date: _____

By:


Title Managing
Manager

By: _____

MAIL TAX STATEMENTS AS DIRECTED ABOVE

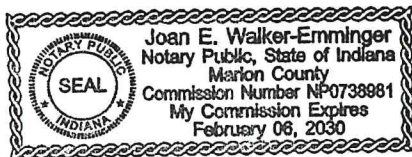
STATE OF INDIANA)
) ss.
COUNTY OF MARION)

I, Joan E Walker-Emminger a notary public in and for said County, in said State, hereby certify that Marc D. Pfleging, whose name as Manager of Scannell Properties #404, LLC, a Delaware limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said limited liability company, acting in its capacity as Manager as aforesaid.

Given under my hand this 20th day of June, 2024.

Joan E Walker-Emminger
Notary Public

[Notary Seal]



My commission expires: 02/06/30

EXHIBIT 'A'

LEGAL DESCRIPTION

REMINGTON AVENUE STORM DRAIN EASEMENT

THAT PORTION OF LOTS 57 AND 58 IN SECTION 21, ALSO THAT PORTION OF LOTS 7 AND 8 IN SECTION 28, AND THAT PORTION OF LOT 1 IN SECTION 29, ALL IN TOWNSHIP 2 SOUTH, RANGE 7 WEST, AS SHOWN ON THE MAP OF SUBDIVISION OF RANCHO SANTA ANA DEL CHINO, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 6, PAGE 15 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING A 20 FOOT WIDE STRIP OF LAND, LYING 10 FEET ON EACH SIDE OF A CENTERLINE DESCRIBED AS FOLLOWS:

COMMENCING AT A NAIL AND SAN BERNARDINO COUNTY SURVEY TAG IN LEAD, BEING THE QUARTER CORNER OF SAID SECTIONS 20 AND 21, ALSO BEING THE INTERSECTION OF THE CENTERLINE OF MERRILL AVENUE AND THE CENTERLINE OF GROVE AVENUE, VACATED PER RESOLUTION NO. 95-11, RECORDED ON APRIL 18, 1995 AS INSTRUMENT NO. 19950119847, OF OFFICIAL RECORDS;

THENCE ALONG SAID CENTERLINE OF MERRILL AVENUE, SOUTH 89°38'03" WEST, 17.00 FEET;

THENCE ALONG A LINE PARALLEL WITH AND DISTANT 17 FEET, MEASURED AT RIGHT ANGLES, FROM SAID CENTERLINE OF GROVE AVENUE, SOUTH 00°32'02" EAST, 2,675.15 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 45°00'00" EAST, 20.47 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, SAID CURVE HAS A RADIUS OF 90.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 43°35'18" AN ARC DISTANCE OF 68.47 FEET;

THENCE ALONG A LINE PARALLEL WITH AND DISTANT 3.5 FEET NORTHERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF REMINGTON AVENUE, VACATED PER RESOLUTION NO. 95-40, RECORDED ON MARCH 20, 1995 AS INSTRUMENT NO. 19950084107, OF OFFICIAL RECORDS, NORTH 89°25'56" EAST, 1,260.73 FEET TO A POINT ON THE CENTERLINE OF COMET AVENUE, VACATED, SAID CENTERLINE BEARS NORTH 00°32'02" WEST, SAID POINT BEING THE **POINT OF TERMINUS**;

THE WESTERLY SIDELINES OF SAID STRIP SHALL BE LENGTHENED OR SHORTENED TO TERMINATE WESTERLY ON SAID PARALLEL LINE, BEING DISTANT 17.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF GROVE AVENUE.

THE EASTERLY SIDELINES OF SAID STRIP SHALL BE LENGTHENED OR SHORTENED TO TERMINATE EASTERLY ON SAID CENTERLINE OF COMET AVENUE.

EXCEPTING THEREFROM THAT PORTION OF THE ABOVE DESCRIBED STRIP OF LAND WITHIN SAID REMINGTON AVENUE LYING WESTERLY OF A LINE PARALLEL WITH AND DISTANT 208.00 FEET EASTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF SAID GROVE AVENUE.

SUBJECT TO ALL CONDITIONS, RESERVATIONS, RESTRICTIONS, EASEMENTS, OFFERS OF DEDICATIONS, RIGHTS AND RIGHTS OF WAY OF RECORD, IF ANY.

EASEMENT AREA: 24,532 SQUARE FEET (0.563 ACRES), MORE OR LESS.

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

PREPARED BY OR UNDER THE DIRECTION OF:

 August 27, 2020

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

DATE



EXHIBIT 'B'

S89°38'03"W 17.00'

P.O.C.

MERRILL AVENUE

LEGEND

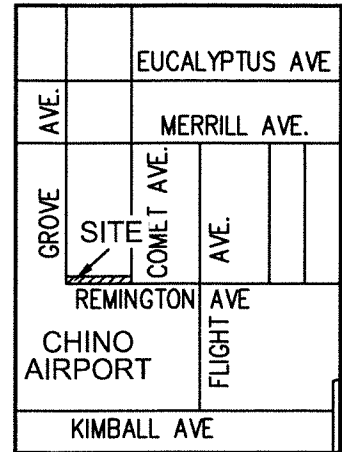
P.O.C. POINT OF COMMENCEMENT

P.O.B. POINT OF BEGINNING

P.O.T. POINT OF TERMINUS



STORM DRAIN EASEMENT
AREA: 24,532 SQ.FT. (0.563 AC)



VICINITY MAP
N.T.S.

17.00'

POR SE 1/4
SECTION 20, TWP. 2S,
R.7W. S.B.M.
RANCHO SANTA ANA
DEL CHINO
M.B. 6/5

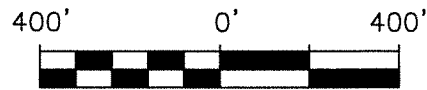
POR SW 1/4
SECTION 21, TWP. 2S,
R.7W. S.B.M.
RANCHO SANTA ANA
DEL CHINO
M.B. 6/5

S00°32'02"E 2675.15'

GROVE AVENUE (VACATED)

1026-081-12

1054-401-01



SCALE: 1" = 400'

APN 1054-401-03
SOUTHERN COUNTIES
GAS CO OF
CALIFORNIA

LOT 64

LOT 51

LOT 58

SEE DETAIL (SHEET 2)

EXCEPTION

COMET AVENUE
(VACATED)

P.O.B.

P.O.T.

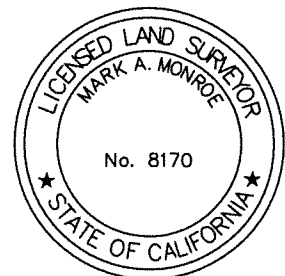
REMINGTON AVENUE (VACATED)

LOT 1
POR NE 1/4
SECTION 29, TWP. 2S,
R.7W. S.B.M.
RANCHO SANTA ANA
DEL CHINO
M.B. 6/5
1026-091-04

LOT 8

LOT 7

POR NW 1/4
SECTION 28, TWP. 2S,
R.7W. S.B.M.
RANCHO SANTA ANA
DEL CHINO
M.B. 6/5
1055-011-01



WestLAND
Group, Inc.

Land Surveyors • Civil Engineers • GIS
4150 CONCOURS ST., SUITE 100
ONTARIO, CA 91764
PHONE: (909) 989-9789
FAX: (909) 989-9660

PLAT TO ACCOMPANY LEGAL DESCRIPTION

DRAWN BY V. MUNOZ

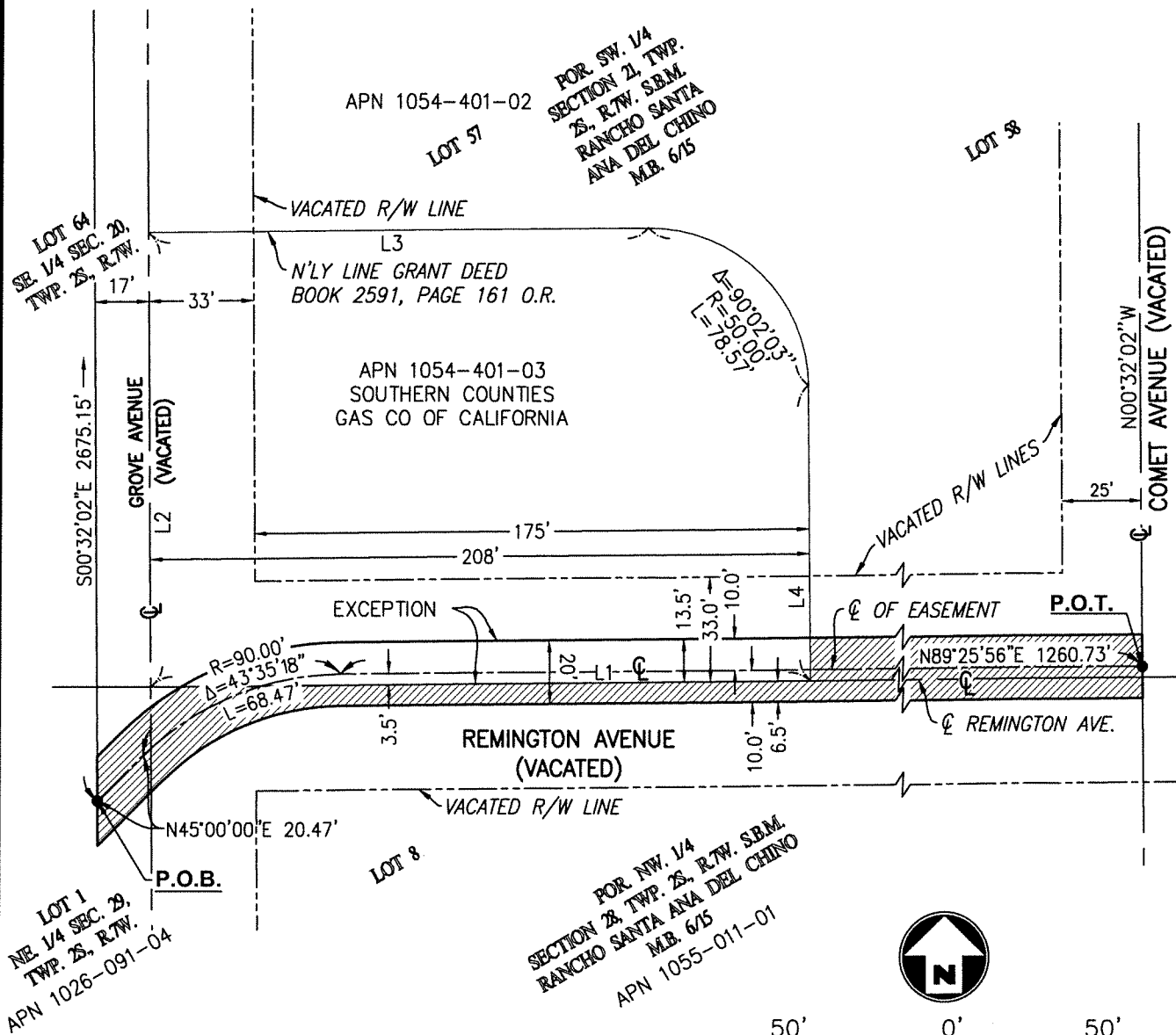
DATE 08-27-20

CHECKED BY D. CROSSWHITE

PROJECT No. 2018-254

SHEET 1 OF 2

EXHIBIT 'B' - DETAIL



LEGEND

CL CENTERLINE

P.O.B. POINT OF BEGINNING


P.O.T. POINT OF TERMINUS

 STORM DRAIN EASEMENT
AREA: 24,532 SQ.FT. (0.563 AC)

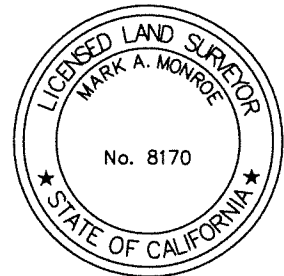
LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°25'56"E	208.00'
L2	N00°32'02"W	143.00'
L3	N89°25'56"E	158.00'
L4	N00°32'02"W	93.00'



50' 0' 50'



SCALE: 1" = 50'



WestLAND
Group, Inc.

Land Surveyors • Civil Engineers • GIS

4150 CONCOURS ST., SUITE 100
ONTARIO, CA 91764
PHONE: (909) 989-9789
FAX: (909) 989-9660

PLAT TO ACCOMPANY LEGAL DESCRIPTION

DRAWN BY V. MUNOZDATE 08-27-20

CHECKED BY D. CROSSWHITE

PROJECT No. 2018-254

SHEET 2 OF 2

Exhibit "E"
Public Road Easement – "Easement 4B"

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)

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:

~~County of 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:


~~County of~~ San Bernardino *County*


~~Curt Hagman~~ *Dawn Rowe* JUL 23 2024
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: JUL 23 2024



Approved as to Legal Form:

~~MICHELLE D. BLAKEMORE~~, *Tom Bunton*
County Counsel
San Bernardino County,
California

By:


Agnes Cheng
Deputy County Counsel

Date: 7/12/2024

ACKNOWLEDGEMENT

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 San Bernardino

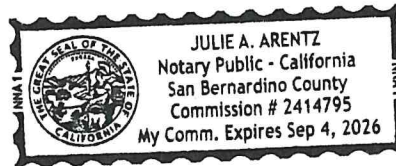
On 7/23/2024 before me, Julie A. Arentz, Notary Public, personally appeared Dawn M. Rowe, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized 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

Julie A. Arentz



(Seal)

GRANTEE

City of Chino
a political subdivision of the state of California

Approved as to Form:

By: _____
Fred Galante
City Attorney

Date: _____

By: _____
Amer Jakher
Director of Public Works

By: _____
Matthew Ballantyne
City Manager

ATTEST:

By: _____
Angela Robles
City Clerk

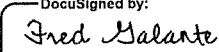
Dated: 3-22-2021

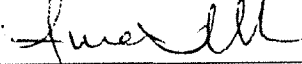
MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANTEE

City of Chino
a political subdivision of the state of California

Approved as to Form:

By: 
700F5E4E9D9F405...
Fred Galante
City Attorney
Date: 3/22/2021

By: 
Amer Jakher
Director of Public Works

By: _____
Matthew Ballantyne
City Manager

ATTEST:

By: _____
Angela Robles
City Clerk

Dated: _____

MAIL TAX STATEMENTS AS DIRECTED ABOVE

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 SUBDIVISION OF RANCHO SANTA ANA DEL CHINO, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP 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 EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

PREPARED BY OR UNDER THE DIRECTION OF:

A handwritten signature in black ink, appearing to read "Mark A. Monroe".

January 15, 2020

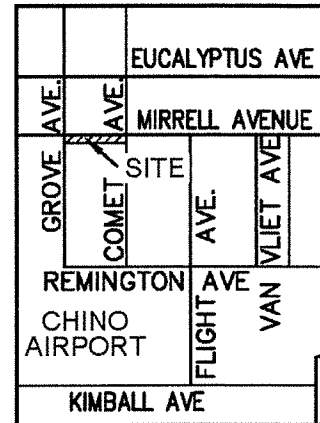
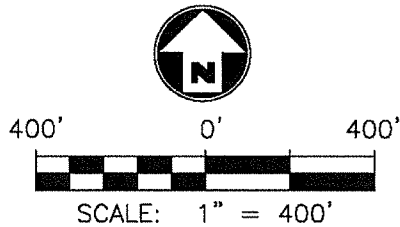
MARK A. MONROE P.L.S. #8170

DATE

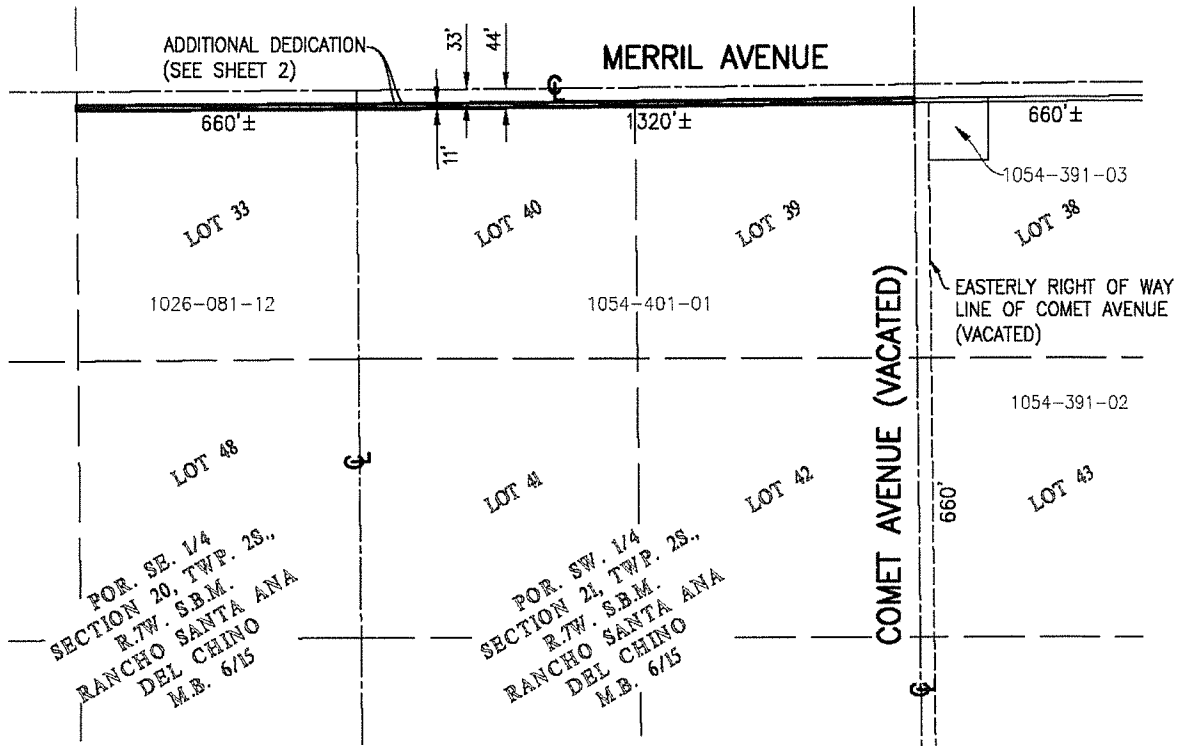


EXHIBIT B PLAT

EXHIBIT 'B'



VICINITY MAP
N.T.S.



LEGEND

RIGHT-OF-WAY TO BE DEDICATED

WestLAND
Group, Inc.

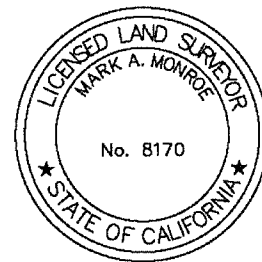
Land Surveyors • Civil Engineers • GIS
4150 CONCOURS ST., SUITE 100
ONTARIO, CA 91764
PHONE: (909) 989-9789
FAX: (909) 989-9660

PLAT TO ACCOMPANY LEGAL DESCRIPTION

DRAWN BY V MUNOZ

DATE 01/15/2020

APPROVED BY D. CROSSWHITE



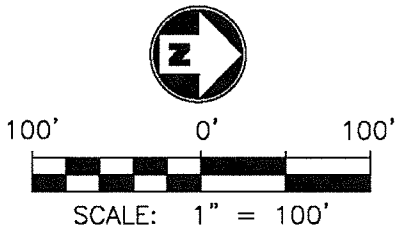
PROJECT No 2018-254

SHEET 1 OF 2

P:\Year_2018-2019-2020\2018-254 D&D Eng Chino-Scottnell\04 Survey\01 Mapping\Legals & Plats\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

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

LEGEND

CL CENTER LINE

R/W RIGHT-OF-WAY

 DEED OF RIGHT-OF-WAY TO THE
CITY OF CHINO FOR STREET AND
UTILITY PURPOSES

COMET AVENUE (VACATED)

EASTERLY RIGHT OF WAY
LINE OF COMET AVENUE
(VACATED)

GROVE AVENUE

MERRILL AVENUE

FD. LEAD & BRASS NAIL
FLUSH IN CONC. ACCP'T AS
CL INTERSECTION RSB 132/23,
FITS TIES PER C.R. 209/036.

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

WestLAND
Group, Inc.

Land Surveyors • Civil Engineers • GIS
4150 CONCOURS ST., SUITE 100
ONTARIO, CA 91764
PHONE: (909) 989-9789
FAX: (909) 989-9660

PLAT TO ACCOMPANY LEGAL DESCRIPTION

DRAWN BY V. MUNOZ

DATE 01/15/2020

APPROVED BY D. CROSSWHITE

PROJECT No 2018-254

SHEET 2 OF 2

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: 3/22/21

By: 
City of Chino Director of Public Works

Dated: 3 - 22 - 2021

By: 
City of Chino City Clerk

Exhibit "F"
Drainage Easement- "Easement 5"

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)
1054-401-02 (por)
1026-081-12 (por)
1026-091-04 (por)
1055-011-01 (por)

**GRANT OF EASEMENT
(Drainage)**

Dept. Code : 11100
(Airports)

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 EASEMENT solely for DRAINAGE AND FLOWAGE PURPOSES to construct and maintain public drainage improvements and any appurtenances incidental thereto ("Drainage Improvements") over, under 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 Drainage 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 Drainage Improvements and Grantee's use of the Easement Area. Grantee shall comply with all applicable laws and regulations concerning Drainage Improvements and Grantee's use of the Easement Area. At all times and at Grantee's sole cost and expense, Grantee shall maintain the Drainage Improvements and Easement Area in substantially as good a condition as existed on the grant date, maintain the Drainage 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 Drainage Improvements. Any damage caused by Grantee or its contractors, agents, and employees in its use of the Easement Area or Drainage 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 Drainage 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) termination by mutual agreement of the parties; or (ii) 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, if requested by Grantor, Grantee shall thereupon, without cost to Grantor, remove all Drainage 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:

~~County of 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:

~~County of~~ San Bernardino *County*

Dawn Rowe

JUL 23 2024

~~Curt Hagman~~ *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:

[Signature]
Deputy

Date: JUL 23 2024



Approved as to Legal Form:

~~MICHELLE D. BLAKEMORE~~, *Tom Bunton*

County Counsel
San Bernardino County,
California

By:

[Signature]
Agnes Cheng
Deputy County Counsel

Date: 7/12/2024

ACKNOWLEDGEMENT

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 San Bernardino)

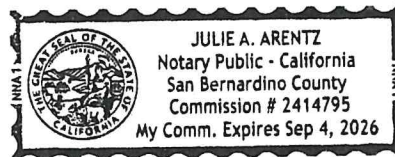
On 7/23/2024 before me, Julie A. Arentz, Notary Public, personally appeared DAWN M. ROWE, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized 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

Julie A. Arentz



(Seal)

GRANTEE

City of Chino
a political subdivision of the state of California

Approved as to Form:

By: _____
Fred Galante
City Attorney

Date: _____

By: _____
Amer Jakher
Director of Public Works

By: _____
Matthew Ballantyne
City Manager

ATTEST:

By: _____
Angela Robles
City Clerk

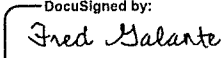
Dated: 3-22-2021

MAIL TAX STATEMENTS AS DIRECTED ABOVE

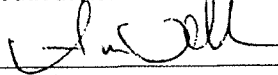
GRANTEE

City of Chino
a political subdivision of the state of California

Approved as to Form:

By: 
7D0F5E4E9D9F405...
Fred Galante
City Attorney

Date: 3/22/2021

By: 
Amer Jakher
Director of Public Works

By: _____
Matthew Ballantyne
City Manager

ATTEST:

By: _____
Angela Robles
City Clerk

Dated: _____

MAIL TAX STATEMENTS AS DIRECTED ABOVE

**EXHIBIT A
LEGAL DESCRIPTION**



OK TO RECORD.

03/23/2020 9:17:30 AM

EXHIBIT 'A'

LEGAL DESCRIPTION

GROVE AVENUE STORM DRAIN EASEMENT

THAT PORTION OF LOTS 40, 41, 56 AND 57 IN SECTION 21, AND THAT PORTION OF LOTS 33, 48, 49, AND 64 IN SECTION 20, ALL IN TOWNSHIP 2 SOUTH, RANGE 7 WEST, AS SHOWN ON THE MAP OF SUBDIVISION OF RANCHO SANTA ANA DEL CHINO, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 6, PAGE 15 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, BEING A 100 FOOT WIDE STRIP OF LAND, LYING 50 FEET ON EACH SIDE OF A CENTERLINE DESCRIBED AS FOLLOWS:

COMMENCING AT A NAIL AND SAN BERNARDINO COUNTY SURVEY TAG IN LEAD, BEING THE QUARTER CORNER OF SAID SECTIONS 20 AND 21, ALSO BEING THE INTERSECTION OF THE CENTERLINE OF MERRILL AVENUE AND THE CENTERLINE OF GROVE AVENUE, VACATED, AS SHOWN ON RECORD OF SURVEY NO. 06-332, RECORDED IN BOOK 132, PAGE 23, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY;

THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID GROVE AVENUE, SOUTH 00°32'02" EAST, 44.00 FEET;

THENCE ALONG A LINE PARALLEL WITH AND DISTANT 44 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM SAID CENTERLINE OF MERRILL AVENUE, SOUTH 89°38'03" WEST, 17.00 FEET TO THE **POINT OF BEGINNING**;

THENCE ALONG A LINE PARALLEL WITH AND DISTANT 17 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM SAID CENTERLINE OF GROVE AVENUE, SOUTH 00°32'02" EAST, 2,562.51 FEET TO A POINT ON THE WESTERLY PROLONGATION OF THE NORTHERLY RIGHT-OF-WAY LINE OF REMINGTON AVENUE, VACATED, HAVING A HALF WIDTH OF 33 FEET, SAID NORTHERLY LINE BEARS SOUTH 89°25'56" WEST, SAID POINT BEING THE **POINT OF TERMINUS**.

THE NORTHERLY SIDELINES OF SAID STRIP OF LAND SHALL BE LENGTHENED OR SHORTENED TO TERMINATE NORTHERLY ON SAID PARALLEL LINE, BEING DISTANT 44.00 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF MERRILL AVENUE.

THE SOUTHERLY SIDELINES OF SAID STRIP OF LAND SHALL BE LENGTHENED OR SHORTENED TO TERMINATE SOUTHERLY ON SAID PARALLEL LINE, BEING DISTANT 33.00 FEET NORTHERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF REMINGTON AVENUE.

EXCEPTING AND RESERVING THEREFROM THE SOUTHERLY 77.00 FEET OF THE EASTERLY 33.00 FEET OF THE ABOVE DESCRIBED STRIP OF LAND.

EASEMENT AREA: 253,709 SQUARE FEET (5.824 ACRES), MORE OR LESS.

SUBJECT TO ALL CONDITIONS, RESERVATIONS, RESTRICTIONS, EASEMENTS,
OFFERS OF DEDICATIONS, RIGHTS AND RIGHTS OF WAY OF RECORD, IF ANY.

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

PREPARED BY OR UNDER THE DIRECTION OF:

Mark A. Monroe

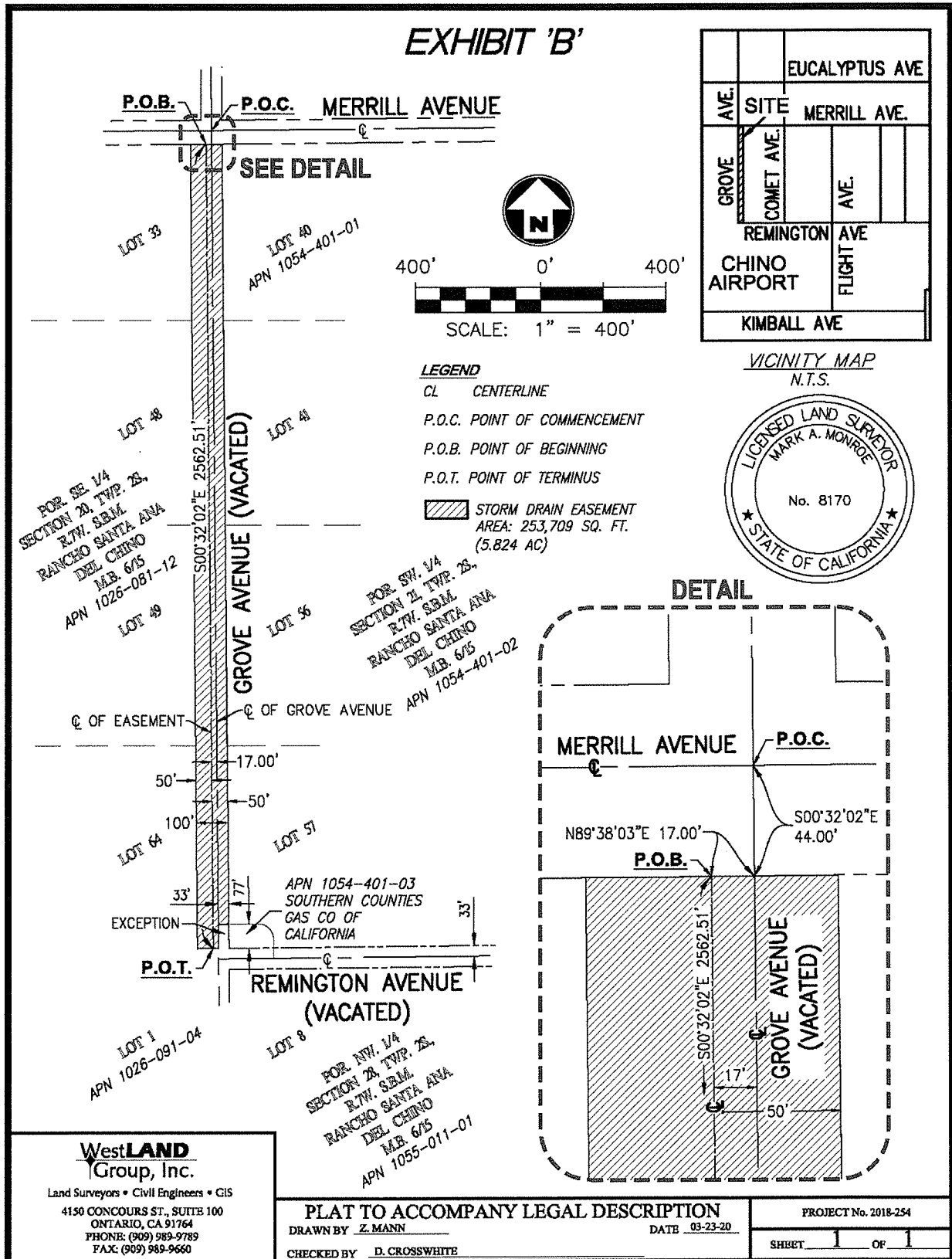
March 23, 2020

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

DATE



EXHIBIT B PLAT



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: 3/22/21

By: 
City of Chino Director of Public Works

Dated: 3 - 22 - 2021

By: 
City of Chino City Clerk

RECORDING REQUESTED BY



SOUTHERN CALIFORNIA
EDISON

An EDISON INTERNATIONAL Company

WHEN RECORDED MAIL TO
SOUTHERN CALIFORNIA EDISON COMPANY

2 INNOVATION WAY, 2nd FLOOR
POMONA, CA 91768

Attn: Title and Real Estate Services

Mail Tax Statements to: N/A

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SCE Doc. No.
**GRANT OF
EASEMENT**

DOCUMENTARY TRANSFER TAX \$ NONE VALUE AND CONSIDERATION LESS THAN \$100.00)		DISTRICT Ontario	SERVICE ORDER TD1675991	SERIAL NO.	MAP SIZE
SCE Company		FIM 172-2115-1	APPROVED:	BY	DATE
SIG. OF DECLARANT OR AGENT DETERMINING TAX	FIRM NAME	APN 1055-041-01	VEGETATION & LAND MANAGEMENT / LAW DEPARTMENT (S.H./M.A.R.)	SLS/CG	5/3/2024

SAN BERNARDINO COUNTY, a political subdivision of the State of California (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), subject to the terms and conditions of this Grant of Easement ("Easement"), a non-exclusive easement and right of way to construct, use, maintain, operate, alter, repair, replace, reconstruct, inspect and remove at any time and from time to time existing overhead and underground electrical supply systems and communications systems as depicted in the Exhibits described below (hereinafter referred to as "systems"), consisting of existing poles, guys and anchors, crossarms, wires, underground conduits, cables, vaults, manholes, handholes, and including aboveground enclosures, markers and concrete pads and other appurtenant fixtures and equipment reasonably necessary or useful for the sole purpose of Grantee's distributing electrical energy and for transmitting intelligence, data and/or communications (eg. through fiber optic cable) regarding such distribution and for no other purposes, in, on, over, along and across that certain portion of Grantor's real property in the County of San Bernardino, State of California ("Easement Area"), described as follows:

FOR LEGAL DESCRIPTION OF THE EASEMENT AREA IS SET FORTH IN EXHIBIT "A" AND PLAT OF THE EASEMENT AREA IS SET FORTH IN EXHIBIT "B", BOTH EXHIBITS ARE ATTACHED HERETO AND MADE A PART HEREOF.

Grantor agrees for himself, his heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the above described easement area without the prior consent of Grantee (such consent not to be unreasonably withheld, conditioned, or delayed). The Grantee, and its contractors, agents and employees, shall have the right to trim or top such trees and to cut such roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor, the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

This Easement is further subject to 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. The use of the word "grant" herein shall not imply any warranty on the part of the Grantor with respect to this Easement. The Easement is further subject to Grantor's right to use the Easement Area for Grantor's operations and Grantor expressly reserves for itself and its successors and assigns, the continuing right to use the Easement Area so long as such use(s) do not unreasonably interfere with the rights herein granted.

Grantee shall secure and maintain all applicable permits and approvals from other appropriate local, state and federal agencies for its use of the Easement Area and Grantee shall comply with all applicable laws and regulations concerning its use of Easement Area. Grantee shall at all times and at its sole cost and expense maintain the Easement Area and Grantee's systems thereon in good condition and repair and pay any and all applicable taxes levied by any government agency against Grantee's interest in the Easement or Grantee's personal property at the Easement Area. Any damage caused by Grantee or its contractors, agents, and employees in its use of the Easement Area shall be promptly repaired by Grantee at Grantee's sole cost and expense to their condition existing immediately prior to such damage.

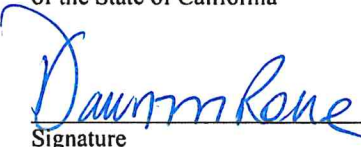
Grantee hereby agrees to defend, indemnify, and hold harmless Grantor from and against any and all claims, liability, and damages caused by Grantee's activities (including without limitation the activities of Grantee's employees, agents, and contractors) related to said easement, except to the extent that such claims arise from the negligence or willful misconduct of Grantor, its employees, agents and contractors.

The Grantee's rights in this Easement are subject to the following: (i) for any and all construction, alterations, replacements, reconstructions, removals, and non-routine maintenance and repairs of the system where such work materially deviates from the systems previously installed or portions thereof to be performed by the Grantee or its employees, contractors, and agents at the Easement Area, the Grantee shall first submit all plans and specifications for such activities to the Grantor for the Grantor's prior written consent, which consent shall not be unreasonably conditioned, withheld, or delayed; (ii) for any other activities to be performed by Grantee or its employees, contractors, and agents under this Easement, such activities shall require prior coordination with the Grantor, and (iii) this Grant of Easement shall not include the right for any co-location of utilities, systems, or any 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.

EXECUTED this 6 day of August, 2024.

GRANTOR

SAN BERNARDINO COUNTY, a political subdivision
of the State of California


Signature

Dawn M. Rowe

Print Name

Chair, Board of Supervisors
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 California)

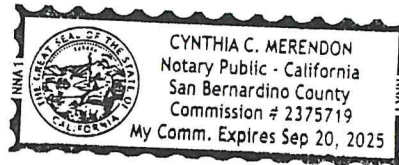
County of San Bernardino

On August 6, 2024 before me, Cynthia C. Merendon, a Notary Public, personally appeared Dawn Rowe, 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 Cynthia C. Merendon (Seal)



EXECUTED this 6th day of June, 2024.

GRANTEE

SOUTHERN CALIFORNIA EDISON COMPANY,
a corporation

Shelby Hart
Signature

Shelby Hart
Print Name

Advisor
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 California)

County of Orange)

On 6/6/2024 before me, Cynthia M. Terry, a Notary Public, personally appeared Shelby Hart,

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 Cynthia M. Terry (Seal)

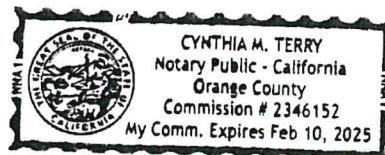


EXHIBIT "A"

VARIOUS STRIPS OF LAND LYING WITHIN THAT VACATED PORTION OF REMINGTON AVENUE, AS DESCRIBED IN EXHIBIT "A" OF CHINO RESOLUTION NO. 2020-029, RECORDED JULY 21, 2020 AS DOCUMENT NO. 2020-0245389, OF OFFICIAL RECORDS, AND WITHIN LOT 5, SECTION 28, TOWNSHIP 2 SOUTH, RANGE 7 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO MAP OF A SUBDIVISION OF PART OF RANCHO SANTA ANA DEL CHINO, AS PER MAP RECORDED IN BOOK 6, PAGE 15 OF MAPS. BOTH IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA, THE CENTERLINES OF SAID STRIPS ARE DESCRIBED AS FOLLOWS:

UNDERGROUND SYSTEMS ONLY:

STRIP #1 (6.00 FEET WIDE)

BEGINNING AT THE INTERSECTION OF THE EASTERLY BOUNDARY OF THAT VACATED PORTION OF REMINGTON AVENUE, AS SHOWN ON EXHIBIT "B" OF SAID CHINO RESOLUTION NO. 2020-029, WITH A LINE PARALLEL WITH AND DISTANT 28.00 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM THE NORTHERLY LINE OF SAID LOT 5; THENCE ALONG SAID PARALLEL LINE, SOUTH 89°25'56" WEST 195.50 FEET TO A POINT TO BE HEREINAFTER REFERRED TO AS POINT "A"; THENCE CONTINUING ALONG SAID PARALLEL LINE, SOUTH 89°25'56" WEST 13.00 FEET TO A POINT OF ENDING, SAID POINT TO BE HEREINAFTER REFERRED TO AS POINT "B".

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED TO TERMINATE EASTERLY IN SAID EASTERLY BOUNDARY.

STRIP #2 (14.00 FEET WIDE)

COMMENCING AT SAID POINT "B"; THENCE NORTH 00°34'04" WEST 2.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 89°25'56" WEST 14.00 FEET TO A POINT OF ENDING.

OVERHEAD SYSTEMS ONLY:

STRIP #3 (10.00 FEET WIDE)

COMMENCING AT SAID POINT "A"; THENCE SOUTH 00°34'04" EAST 2.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 89°25'56" WEST 10.00 FEET TO A POINT OF ENDING.

FOR SKETCH TO ACCOMPANY LEGAL DESCRIPTION, SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

Prepared by me or under my supervision:

Dated: Jan 23, 2021

Glenn M. Bakke
Glenn M. Bakke R.C.E. #18619 Exp. 06-30-2021



EXHIBIT "B"



NORTHERLY LINE OF LOT 5

REMINGTON AVENUE (VACATED)

FLIGHT AVENUE

85'

33'

STRIP #2
14' WIDE
UG ONLY

STRIP #3
10' WIDE
OH ONLY

STRIP #1
6' WIDE
UG ONLY

TPOB
STRIP #1

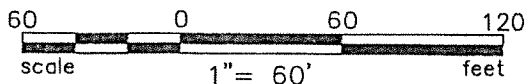
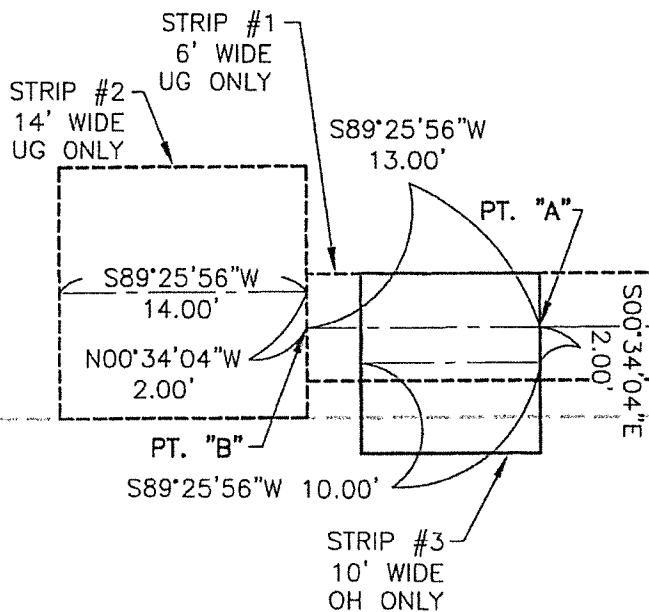
SEE DETAIL

S89°25'56"W 195.50'

28.00'

LOT 5, SEC. 28, T2S, R7W, S.B.M.
M.B. 6/15

SCE EASEMENT DETAIL



LEGEND

- SCE EASEMENT AREA UNDERGROUND SYSTEMS ONLY
- SCE EASEMENT AREA OVERHEAD SYSTEMS ONLY
- POB = POINT OF BEGINNING

Dated Jan. 23, 2021

Glenn M. Bakke
Glenn M. Bakke R.C.E.# 18619 Exp. 6-30-21

33'