RECORDING REQUESTED BY:
San Bernardino County
Real Estate Services Department

WHEN RECORDED MAIL DOCUMENT and TAX STATEMENT 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

ORIGINAL

City of Chino A.P.N. 1056-101-01 (por) 1055-231-03 (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, operate, maintain, and repair one (1) pipeline together with reasonably necessary braces, and fastenings incidental thereto, for public storm drain purposes ("Drainage Improvements") under 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 Grantee's rights in this Easement are subject to the following: (i) for each entry onto the ground surface above the Easement Area by Grantee or its employees, contractor, or agents, Grantee shall provide Grantor with not less than seventy-two (72) hours prior written notice by email to Admin@airports.sbcounty.gov, provided that such notice shall not be required for Grantee's underground access to the Drainage Improvements in the Easement Area through manholes located on adjacent third-party real property; and (ii) for any and all construction, maintenance, and repair of Drainage Improvements or portions thereof by Grantee or its employees, contractor, or agents that shall disturb the ground surface above the Easement Area, including (but not limited to) any underground work, Grantee shall first submit to Grantor written plans and specification for any such construction, maintenance, and repair work, which work shall be subject to Grantor's prior written approval prior to the commencement of any such work, which approval shall not be unreasonably withheld, conditioned, or delayed, and if approved, potholing shall be performed at Grantee's sole expense. Deemed no approval 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 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.

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:

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

To Grantee:

City of Chino
Public Works Director
13220 Central Avenue
Chino, CA 91710

with copy to:

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

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

The Parties to this Grant of Easement represent and warrant that this Grant of Easement has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

GRANTOR:
San Bernardino County

Curt Hagman Chairman,
Board of Supervisors

10-26-21
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: OCT 26 2021

Approved as to Legal Form:
STEVEN O'NEILL,
Interim County Counsel
San Bernardino County,
California

By:

Agnes Cheng
Deputy County Counsel

Date: 10/19/2021

ACKNOWLEDGEMENT

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 } ss.

On October 26, 2021 before me, Cynthia C Merendon,
Notary Public, personally appeared Curt Hagman,
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 signatures(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
Notary Public - California
San Bernardino County
Commission # 2375719
My Comm. Expires Sep 20, 2025

(seal)

OPTIONAL INFORMATION

Document Title

Date of Document

No. of Pages

Thumbprint of Signer

☐ No print available

Type of Satisfactory Evidence:
- ☐ Personally Known
- ☐ Paper Identification
- ☐ Credible Witness(es)

Capacity of Signer
- ☐ Trustee(s)
- ☐ Power of Attorney
- ☐ CEO / CFO / COO
- ☐ President / Vice President / Secretary / Treasurer
- ☐ Other:

Other:

EXHIBIT "A"
LEGAL DESCRIPTION
STORM DRAIN EASEMENT

OK TO RECORD
06/21/2021 8:19:33 AM

PROFESSIONAL LAND SURVEYOR RYAN HUNSTICKER PLS No. 8302 STATE OF CALIFORNIA

THAT PORTION OF THE LAND DESCRIBED IN A GRANT DEED TO THE COUNTY OF SAN BERNARDINO, RECORDED SEPTEMBER 26, 1972 IN BOOK 8028 PAGE 259, OFFICIAL RECORDS OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, BEING A STRIP OF LAND 30.00 FEET WIDE, LYING 15.00 FEET OF EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID GRANT DEED, ALSO BEING THE SOUTHWESTERLY TERMINUS OF THAT CERTAIN COURSE HAVING A BEARING AND DISTANCE OF " N35°40'15"E 1045.03' ", AND DESCRIBED IN SAID GRANT DEED, AS " S35°48'44"W 1045.03' ";

THENCE, ALONG THE SOUTHEASTERLY LINE OF SAID GRANT DEED, NORTH 35°40'15" EAST, RECORDED AS S35°48'44"W, A DISTANCE OF 201.86 FEET TO THE **TRUE POINT OF BEGINNING;**

THENCE, LEAVING SAID SOUTHEASTERLY LINE, NORTH 52°33'58" WEST, A DISTANCE OF 6.39 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 45.00 FEET;

THENCE, NORTHWESTERLY, NORTHERLY AND NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 88°14'13" AN ARC DISTANCE OF 69.30 FEET;

THENCE, NORTH 35°40'15" EAST, A DISTANCE OF 283.94 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 90.00 FEET:

THENCE, NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 34°56'08" AN ARC DISTANCE OF 54.88 FEET;

THENCE, NORTH 00°44'07" EAST, A DISTANCE OF 40.00 FEET TO THE **POINT OF TERMINUS** OF SAID STRIP OF LAND.

THE SIDELINES OF SAID STRIP OF LAND SHALL BE LENGTHENED OR SHORTENED AS TO TERMINATE AT THE SOUTHEASTERLY LINE OF SAID GRANT DEED.

CONTAINING 13,635 S.F., OR 0.313 ACRES MORE OR LESS.

ALSO AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS AND RIGHTS-OF-WAY OF RECORD, IF ANY.

PREPARED BY: PROACTIVE ENGINEERING CONSULTANTS
UNDER THE DIRECTION OF:

LICENSED LAND SURVEYOR CHARLES J. MOORE L.S. 9106 STATE OF CALIFORNIA

CHARLES J. MOORE, L.S. 9106
JUNE 8, 2021

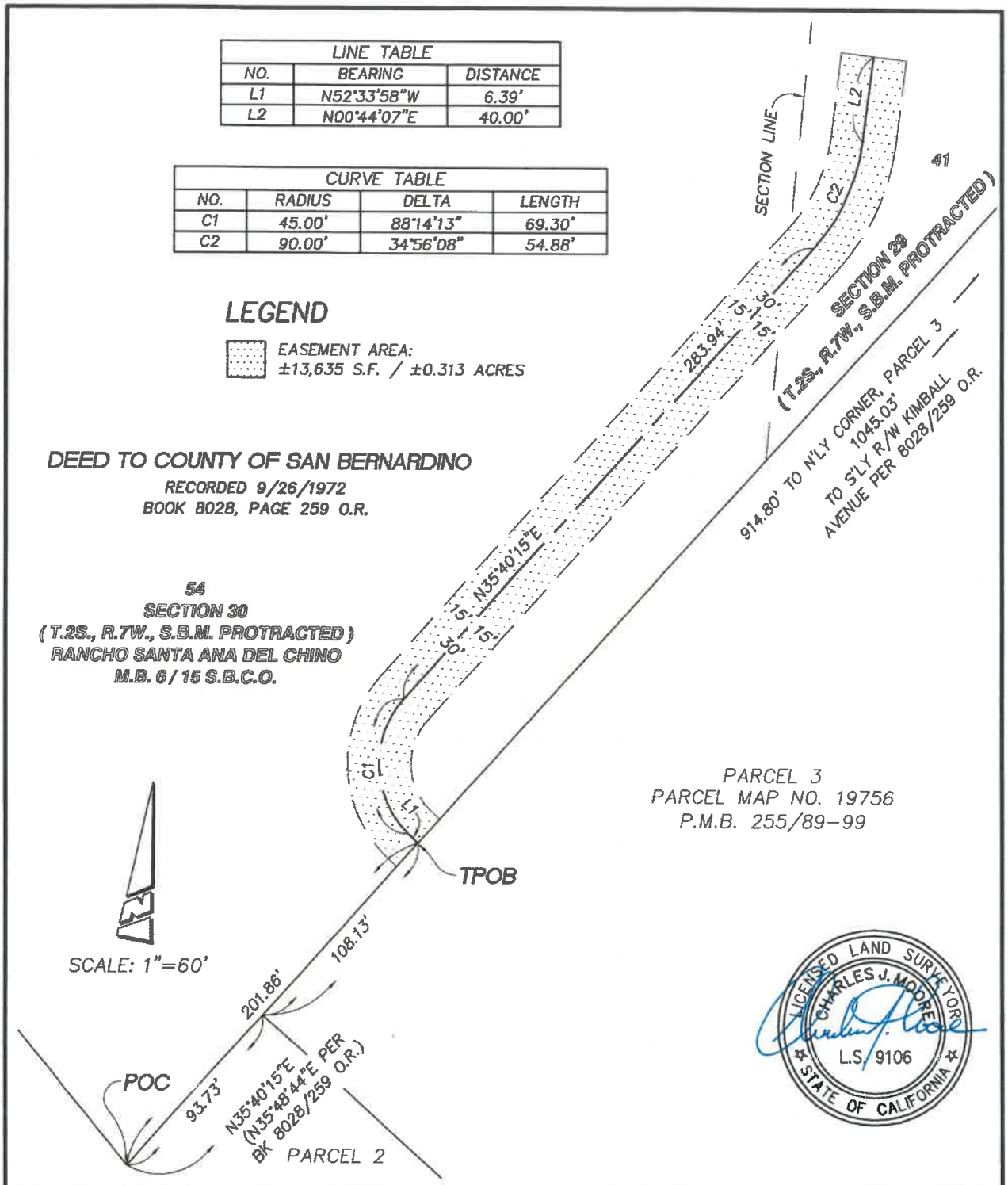
LINE TABLE		
NO.	BEARING	DISTANCE
L1	N52°33'58"W	6.39'
L2	N00°44'07"E	40.00'

CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH
C1	45.00'	88°14'13"	69.30'
C2	90.00'	34°56'08"	54.88'

LEGEND

EASEMENT AREA:
±13,635 S.F. / ±0.313 ACRES

DEED TO COUNTY OF SAN BERNARDINO
RECORDED 9/26/1972
BOOK 8028, PAGE 259 O.R.



LICENSED LAND SURVEYOR
CHARLES J. MOORE
L.S. 9106
STATE OF CALIFORNIA

PROACTIVE
ENGINEERING CONSULTANTS
200 S.MAIN ST. STE 300•CORONA CA•92882

EXHIBIT "B"
STORM DRAIN EASEMENT

DATE: 6/8/21	J.N. 06.025.000	SHEET 1 OF 1

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 dated _____ 2021, from San Bernardino County, is hereby accepted by the City of Chino Director of Public Works and City Clerk on behalf of the City of Chino, pursuant to authority conferred by Resolution No. 2007-073 of its City Council, and the grantee City of Chino hereby consents to the recordation thereof.

Dated: _____

By: _____
City of Chino Director of Public Works

Dated: _____

By: _____
City of Chino City Clerk

Location Map

SCALE: 1"=60'

LEGEND

EASEMENT AREA:
±13,635 S.F. / ±0.313 ACRES

LINE TABLE		
NO.	BEARING	DISTANCE
L1	[illegible]	8.35'
L2	[illegible]	48.00'

CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH
C1	45.00'	[illegible]	[illegible]
C2	30.00'	[illegible]	[illegible]

PROACTIVE
ENGINEERING CONSULTANTS