# AGREEMENT FOR PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS

This AGREEMENT FOR PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS ("Agreement") is dated as of _____, 202__, and is entered into by and between SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (or "**SBCTA**"), a public agency existing under the laws of the State of California ("**Seller**"), and CITY OF FONTANA, a California municipal corporation ("Buyer"). Buyer and Seller are sometimes individually referred to herein as "Party" and collectively as the "Parties".

## RECITALS

A. Pursuant to Resolution No. 25-063, adopted by SBCTA on July 2, 2025, the real property identified and described in Section 1 below is excess to SBCTA's needs and has been declared to be Exempt Surplus Land.

B. Disposition of such real property at fair market value has been authorized, subject to the terms and conditions set forth in this Agreement.

In consideration of the mutual covenants contained herein, and other valuable consideration, the adequacy of which is hereby acknowledged, the Parties agree as follows:

## AGREEMENT

1. Sale of Property. Seller shall sell to Buyer, and Buyer shall purchase from Seller, at the price and upon the terms and conditions hereinafter set forth, a fee interest in the land described in Exhibit A of the Quitclaim Deed attached hereto as Exhibit 1 and any improvements on such land free of all rights of way and easements in favor of SBCTA (hereinafter collectively referred to as the "SBCTA Parcel" or the "Property").

2. Purchase Price. The purchase price for the SBCTA Parcel shall be One Hundred Eleven Thousand Dollars ($111,000.00) ("Purchase Price"). Within three (3) business days after the opening of Escrow, Buyer shall deposit with Escrow Holder One Hundred Dollars ($100.00) as independent consideration (the "Independent Consideration"), which shall be nonrefundable to Buyer and shall be released to Seller upon any termination of this agreement; provided, however, the Independent Consideration shall be credited against the Purchase Price at Closing if the transaction Closes. Buyer shall deposit the balance of the Purchase Price (minus the Independent Consideration, by cashier's or certified check or by wire transfer, into the Escrow (defined in Section 3.1 below) for the purchase at least one (1) business day prior to the estimated closing date. (The deadline for the closing, or "Closing Deadline", is described in Section 3.2 below.)

3. Escrow. No later than five (5) business days after the execution of this Agreement, Buyer and Seller shall deliver a copy of this executed Agreement to, and open an escrow ("Escrow") with, First American Title Insurance Company, 901 Via Piemonte, Suite 150, Ontario, CA 91764 ("Escrow Holder"). Escrow Holder shall notify Buyer and Seller, in writing, of the escrow number for the Escrow.

The deposit with Escrow Holder of a copy of a fully executed original (or copies of executed counterpart originals) of this Agreement shall constitute authorization and instruction to Escrow Holder to act in accordance with the terms of this Agreement. The Parties may submit additional escrow/closing instructions consistent with this Agreement to Escrow to facilitate the closing, and the Parties acknowledge that Escrow Holder may also require that its own standard form escrow instructions, consistent with this Agreement, be executed by the Parties.

3.1 Closing Date. Subject to the satisfaction of the conditions to closing, the Escrow shall close on or before the date that is ninety (90) days after the date of this Agreement ("Closing Deadline").

3.2 Deposits by Buyer. Buyer shall deposit with Escrow Holder the following items no later than one (1) business day prior to the estimated closing date:

3.2.1 The Purchase Price, plus any additional funds as are required to pay costs and fees allocated to Buyer on the estimated settlement statement that is to be prepared by Escrow Holder and delivered to Buyer and Seller for their approval, prior to the close of Escrow.

3.2.2 A Certificate of Acceptance for the Quitclaim Deed, duly executed and acknowledged, for recording with the Quitclaim Deed.

3.2.3 All other funds and documents as may be reasonably required by Escrow Holder or the Title Company to close the Escrow in accordance with this Agreement.

3.3 Deposit of Documents by Seller. Seller shall deposit with Escrow Holder the following items no later than one (1) business day prior to the estimated closing date:

3.3.1 The Quitclaim Deed, duly executed by Seller and acknowledged.

3.3.2 If required by the title company, a completed California Franchise Tax Board Form 593-W showing no California state tax withholding is required, and a Federal "Foreign Investment in Real Property Tax Act" affidavit certifying that the Seller is not a "foreign person" as defined in the Internal Revenue Code, such that no federal tax withholding is required.

3.3.3 If required by the title company, a duly executed resolution authorizing the execution of this Agreement and the sale of the Property.

3.3.4 All other documents as may reasonably be required by Escrow Holder to close the Escrow in accordance with this Agreement.

3.4 All real property taxes and assessments or bonds against the Property which are liens and unpaid as of the Closing Date shall be paid by Seller, except that any assessments payable in installments shall be prorated. Buyer is exempt from property taxes, so will not take title subject to any property taxes, or title exception for property taxes.

4. Escrow Holder's Obligations.

4.1 The performance of the acts set forth in this Section shall constitute the "Closing" or the "Close of Escrow" as such term is used in this Agreement. The Escrow Holder shall conduct the Closing on the Closing Date by recording and distributing the following described documents and funds in the following manner:

4.1.1 Obtain from Seller documentation to place title in the condition necessary to enable conveyance pursuant to this Agreement;

4.1.2 Record any instrument delivered through the Escrow, including any required quitclaim and grant deeds if such action is necessary to place record title in condition to comply with the terms of the Agreement.

4.1.3 Record the Quitclaim Deed, with the Certificate of Acceptance.

4.1.4 Deliver Property free and clear of any monetary liens, deeds of trust, or encumbrances at or before Closing, except for such title exceptions approved by the Buyer in Section 5.1.1.

4.1.5 Deliver to Seller in immediately available funds the sum of the Purchase Price and such other funds, if any, due Seller by reason of pro-rations, less Seller's closing costs and pro-rations, if any.

4.1.6 Pay and charge Seller for any amounts necessary to place the title in the condition necessary to enable conveyance pursuant to this Agreement.

4.1.7 Each Party shall pay 50% of any escrow charges and costs incurred in this transaction.

4.1.8 Pay and charge Seller for the CLTA Owner's Policy of Title Insurance in favor of Buyer (the liability amount of which shall equal the Purchase Price); pay and charge to Buyer the cost of extended coverage if elected by Buyer (and based on a survey obtained by Buyer at its cost) and any endorsements to the Title Policy requested by the Buyer (except for endorsements which Buyer and Seller agree are necessary to insure over a title matter objected to by Buyer, the cost of which shall be paid by Seller).

4.1.9 Seller shall pay all city and county transfer taxes (but there should be none as this is an exempt conveyance to a California public entity).

4.1.10 As soon as possible before the estimated closing date, prepare a preliminary settlement statement for the Escrow showing all costs and fees associated with this transaction, and the allocation thereof, as well as the Purchase Price and any pro-rations. If this Agreement is terminated as a result of default by either Buyer or the Seller, then the defaulting Party shall pay all cancellation fees imposed by the Escrow Holder. If this Agreement is terminated as a result of a failure condition as described in Section 5, through no fault of either Party, then each Party shall pay 50% of any cancellation fees imposed by the Escrow Holder.

4.1.11 Any amendments of, or supplements to, any Escrow instructions must be in writing and executed by the Party providing the same to Escrow Holder (it being understood that Buyer and Seller may deliver supplemental unilateral escrow instructions consistent with this Agreement).

5. Conditions to Closing. The following conditions are conditions precedent to the Parties' obligation to consummate the Closing on the Property:

5.1 Buyer's Conditions to Closing. The Buyer's obligations to consummate the transactions contemplated by this Agreement are subject to the satisfaction of the following conditions which are for Buyer's sole benefit on or prior to the dates/times designated below for the satisfaction of such conditions, or the date for Closing in the absence of a specified date/time:

5.1.1 Approval of Title Documents. Buyer has received a preliminary report dated March 3, 2025, issued by First American Title Insurance Company under Commitment Number NCS-1254240-ONT1. Buyer shall have sixty (60) days after the date of this Agreement to review title, and obtain and review an ALTA survey, and notify Seller and Escrow Holder in writing of Buyer's disapproval of any exceptions referenced in such preliminary report or survey ("Title Documents"). Failure of Buyer to disapprove any such exceptions within the aforementioned time limit shall be deemed to be an approval of such exceptions set forth in the Title Documents; however, all monetary liens, including deeds of trust, judgement liens, liens for property taxes, and liens for delinquent assessments shall be deemed disapproved and shall be removed by the close of escrow. Seller shall not further encumber the Property. In the event Buyer disapproves any exceptions set forth in the Title Documents, Seller shall have until the Closing Date to eliminate any disapproved exceptions, and if such exceptions are not eliminated, then Buyer may terminate this Agreement. If Buyer terminates this Agreement pursuant to this Section 5.1.1, then the Escrow shall be cancelled, any sums deposited by Buyer shall be returned to Buyer, and each party shall pay half of any escrow/title cancellation fees.

5.1.2 Issuance of Title Insurance. Seller shall convey title to the Property to Buyer by a Quitclaim Deed in the form of Exhibit 1 attached hereto. At the Close of Escrow, First American Title Insurance Company (the "Title Company"), shall issue through Escrow an Owner's Policy of Title Insurance ("Title Policy") with CLTA coverage (or if Buyer obtains an ALTA survey at its cost and delivers it to the Title Company, then extended coverage title insurance) with liability in the full amount of the Purchase Price, insuring fee simple title to the Property vested in Buyer subject only to the following exceptions (the "Permitted Exceptions"): (a) the standard printed exceptions set forth in the Title Policy; (b) prorated assessments, if any; (c) any exceptions which have been approved in writing by Buyer.

5.1.3 At or prior to the Closing, Seller shall have performed all of Seller's obligations herein that are to be performed prior to the Closing.

5.1.4 Seller's representations and warranties shall be true and correct as of the date of this Agreement and also as of the date of the Closing.

5.1.5 The physical condition of the Property shall be substantially the same at the Closing as on the date of execution of this Agreement, reasonable wear and tear

excepted, and Buyer shall have approved of the physical condition of the Property within sixty (60) days after the date of this Agreement, and Seller gives Buyer the right for Buyer and its consultants to enter the Property to so inspect, and Buyer shall indemnify, defend and hold Seller harmless from claims, liabilities, losses, damages, costs and expenses arising from such entries and inspections (excluding those that relate to matters discovered on inspection). If any such matters are not acceptable to Buyer, Buyer may terminate this Agreement by written notice to Seller within the 60 day period.

5.1.6 Seller must deliver to Buyer all keys, plans, permits, entitlements, warranties, service contracts, environmental reports, studies, surveys, approvals, and other documents in Seller's possession or control relating to the Property, including any information concerning the presence or absence of hazardous materials in, on under, or near the Property.

5.2 Seller Conditions to Closing. The Seller's obligations to consummate the transactions contemplated by this Agreement are subject to the satisfaction of the following conditions which are for Seller's sole benefit on or prior to the dates designated below for the satisfaction of such conditions, or the date for Closing in the absence of a specified date:

5.2.1 At or prior to the Closing, Buyer shall have performed all of Buyer's obligations herein that are to be performed prior to the Closing.

5.3 Failure of Condition. If any condition stated in this Agreement has not been eliminated or satisfied within the time limits and pursuant to the provisions of this Agreement through no fault of either Party (in the case of a default, the provisions of Section 9 shall govern), then the Parties, as their sole and exclusive remedy, shall have the right to either waive the condition in question, and proceed with the Closing, or in the alternative, terminate this Agreement. In the event of such termination as the result of the failure of a condition to Closing, all documents and funds shall be returned to the Party providing them, and neither Party shall have any further rights or obligations under this Agreement, except that Escrow and title cancellation fees shall be paid in accordance with this Agreement.

6. Condition of Property.

6.1 Subject to Buyer's inspection rights under Section 5.1.5 above, Buyer has investigated the Property's zoning and other building matters affecting the Property, and its condition, including but not limited to its suitability for Buyer's intended use, and has determined that it is suitable for Buyer's public use.

6.2 Buyer hereby acknowledges that, except as otherwise stated in this Agreement, Buyer is purchasing the Property in its existing "AS-IS" condition, without representation or warranty (express or implied) and subject to all matters of record (but not deeds of trust, judgment liens or other liens, and not any title exceptions disapproved by Buyer or created by Seller after the date hereof) and all defects and conditions, whether patent or latent, based solely on Buyer's own inspection, analysis and evaluation and not in reliance on any information provided by or on behalf of Seller.

7. Representations and Warranties.

7.1 The Parties represent and warrant to each other that as of the date hereof the following are true and correct (provided that representations and warranties of the Buyer are limited to the actual knowledge of the Buyer, and representations and warranties of the Seller are limited to the actual knowledge of the Executive Director of Seller and Ryan Aschenbrenner, Right of Way Manager of Seller):

7.1.1 No Party has received nor is it aware of any notification from the Department of Building and Safety, Health Department, or other such City, County or State authority having jurisdiction, requiring any work to be done on or affecting the Property.

7.1.2 No Party has received notice of any litigation, arbitrations, claims, violations from any agency, proceedings, or other actions, pending or threatened that arise out of the ownership or operation of the Property.

7.1.3 Each Party has the power, right, and authority to enter this Agreement and the instruments referenced herein, and to take all actions necessary to consummate the transaction contemplated by this Agreement.

7.1.4 The execution and delivery of this Agreement and the documents referenced herein, the incurrence of the obligation, the consummation of the transaction and the compliance with this Agreement and the documents referenced herein do not conflict with or result in the material breach of any term or condition of or constitute a default under any bond, note, or other evidence of indebtedness or any agreement, indenture, mortgage, deed of trust, loan, corporate documents or agreements, lease or other agreement or instrument to which any Party is a part or affecting the Property.

7.1.5 The person(s) executing this Agreement and the instruments referenced herein have the power, right, and actual authority to bind each respective Party to the terms and conditions of this Agreement.

7.1.6 No attachments, executions proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other similar proceedings are pending or threatened against any Party or involving the Property.

7.1.7 No Party has entered any other agreement for the sale or transfer of the Property, and there are no rights of first refusal or option to purchase the Property, beyond those held by the Buyer.

7.1.8 Other than as set forth in the Title Documents, there are no other leases, subleases, occupancies, or tenancies pertaining to the Property, and no Party has any knowledge of any oral agreements with anyone with respect to the occupancy of the Property.

7.1.9 There are no existing service or maintenance agreements (oral or written) that will affect the Property subsequent to Closing.

7.1.10 No Party has any current actual knowledge of any hazardous materials affecting the Property.

8. Release by Buyer.

8.1 For valuable consideration, and except for any failure by Seller to disclose to Buyer any material fact known to Seller about the Property and not known to Buyer, Buyer hereby forever releases and fully discharges the Seller, and each of their predecessors and successors, and all of their officers, employees, agents, contractors, assignees, and representatives, from, any and all claims, demands, damages, causes of action, costs, and expenses (including without limitation, experts' and attorneys' fees), that the Buyer now, or in the future may have, of whatsoever kind of nature, whether known or unknown, suspected or unsuspected, present or potential, foreseen or unforeseen, fixed or contingent, arising from or in any way connected with the condition of the Property sold hereunder or the construction of the Project by Seller (collectively, "Claim"), including without limitation, any Claim suffered by reason of the theories of impairment of access, inverse condemnation, eminent domain, property damages, loss of income, loss of business goodwill, relocation assistance pursuant to Federal and/or State law and implementing regulations or otherwise.

8.2 It is Buyer's intention in executing this Agreement that it shall be effective as a bar to each and every Claim (excluding Claims based on any failure by Seller to disclose to Buyer any material fact known to Seller about the Property and not known to Buyer), and in furtherance of this intention Buyer waives and relinquishes all rights and benefits under Section 1542 of the California civil code, which provides:

> "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

_____ / _____
Buyer's Initials

The foregoing acknowledgment and release shall survive the Closing as well as the recording of the Quitclaim Deed.

9. Default and Remedies.

9.1 Seller's Default. If the Close of Escrow shall fail to occur because of Seller's uncured default under this Agreement (which in no event such cure period shall be longer than ten (10) business days), Buyer may pursue an action for specific performance, or terminate this Agreement and sue for damages, and exercise any other remedy available to Buyer at law or in equity. No termination of escrow by Buyer following a breach by Seller shall be deemed to waive such breach or remedy otherwise available to Buyer.

9.2 Buyer's Default. If the Close of Escrow shall fail to occur because of Buyer's uncured default under this Agreement (which in no event such cure period shall be longer than ten (10) days), Seller may thereafter: (i) terminate this agreement; (ii) receive and retain $10,000 as liquidated damages if such default occurs after Buyer's approval of due diligence in Section 5.1.5; and (iii) exercise the other rights and remedies reserved by seller as provided in this Section. In the event Seller terminates this agreement by reason of Buyer's default, Buyer and Seller shall be relieved of any further obligation to each other with respect to this Agreement and the Property except for any obligations which expressly survive. It is expressly understood and agreed by Buyer and Seller: that it is extremely difficult and impractical to calculate and ascertain as of the effective date of this Agreement the actual damages which would be suffered in such event by Seller; and that the amount above is a reasonable estimate of the extent to which Seller may be damaged by Buyer's default in light of the difficulty the parties would have in determining Seller's actual damages as a result of such default by Buyer. Seller hereby waives the right to maintain and action for specific performance of Buyer's obligation to purchase the Property and Seller agrees that Seller can be adequately compensated in money damages if Buyer fails to purchase the property in breach of this agreement.

_____ _____

SELLER'S INITIALS BUYER'S INITIALS

10. Miscellaneous Provisions.

10.1 Advice of Counsel. Each of the Parties acknowledge that in connection with the negotiation and execution of this Agreement, they have each been represented by independent counsel of their own choosing and the Parties executed this Agreement after review by such independent counsel, or, if they were not so represented, said non-representation is and was the voluntary, intelligent and informed decision and election of any of the Parties not so represented; and, prior to executing this Agreement, each of the Parties has had an adequate opportunity to conduct an independent investigation of all the facts and circumstances with respect to the matters that are the subject of this Agreement.

10.2 Assignment. Neither this Agreement nor any interest herein shall be assignable by Buyer without Seller's prior written consent.

10.3 Entire Agreement. This Agreement constitutes the entire agreement between Buyer and Seller regarding the Property, and supersedes all prior discussions, negotiations and agreements between Buyer and Seller, whether oral or written. Neither Buyer nor Seller shall be bound by any understanding, agreement, promise, representation or stipulation concerning the Property, express or implied, not specified herein.

10.4 Time of the Essence. Time is of the essence with respect to all of the terms, conditions and obligations set forth herein.

10.5 Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be addressed as set forth below, and shall be deemed to have been delivered when one (1) business day after deposit with a reputable overnight courier marked for

"next day" delivery, or on the date shown on the return receipt after deposit in U. S. Mail, certified or registered, postage prepaid return receipt requested after it has been returned.

| | |
|---|---|
| To Buyer: | City of Fontana<br>8353 Sierra Ave<br>Fontana, CA 92335<br>Attn: Jeffery Kim, Engineering Manager<br>jkim@fontanaca.gov<br>909-350-6724 |
| To Seller: | SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY<br>1170 West Third Street<br>San Bernardino, CA 92410<br>Attn: Ryan Aschenbrenner |

10.6 FIRPTA. The Foreign Investment in Real Property Tax Act (FIRPTA), IRC 1445, requires that every purchaser of U.S. real property must, unless an exemption applies, deduct and withhold from escrow proceeds ten percent (10%) of the gross sales price due to the property seller. The primary exemptions which might be applicable are: (a) the seller provides the buyer with an affidavit under penalty of perjury that the seller is not a "foreign person" as defined in FIRPTA, or (b) the seller provides the buyer with a "qualifying statement," as defined in FIRPTA, issued by the Internal Revenue Service. If required by Escrow Holder, Seller and Buyer agree to execute and deliver as appropriate any instrument, affidavit, statement, or a FIRPTA Certificate and to perform any acts reasonably necessary to carry out the provisions of FIRPTA and regulations promulgated there under.

10.7 Brokers. Seller and Buyer each warrant that they have had no dealings with any person, firm, broker or finder in connection with the negotiation of this Agreement and/or the consummation of the transactions contemplated herein and no broker or other person, firm or entity are entitled to any commission or finder's fee in connection with these transactions as the result of any dealings or acts of such Party. Buyer and Seller do each hereby agree to indemnify, defend, protect and hold the other harmless from and against any and all claims, liabilities, losses, damages, costs, or expenses based on or resulting from its (i.e., the indemnifying party's) communications with any broker, finder or other similar person or entity.

10.8 Governing Law. The validity, interpretation, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

10.9 Required Actions. The Parties hereto agree to and shall execute all reasonable instruments and documents and take all reasonable actions necessary to consummate the transaction contemplated by this Agreement.

10.10 Covenants. Seller covenants and agrees that after the date of the execution of this Agreement and through the Closing Date: (a) Seller shall comply with all laws, rules,

regulations and ordinances relating in any way to the Property; and (b) Seller shall not subject the Property or permit it to be subjected to any liens, encumbrances, covenants, conditions, restrictions, easements, rights of way or similar matters, except as otherwise set forth in the title report to be delivered to Buyer.

10.11 Severability. If any term, covenant or condition of this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, then the remainder of this Agreement shall not be affected and each remaining term, covenant and condition shall be valid and enforceable to the fullest extent permitted by law unless any of the stated purposes of this Agreement would be defeated.

10.12 Waivers. No waiver of any breach of any term, covenant or condition of this Agreement shall be deemed a waiver of any preceding or succeeding breach of that same of any other term, covenant or condition.

10.13 Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the successors and assigns of the Parties.

10.14 Headings. Headings at the beginning of each Section are solely for the convenience of the Parties and are not a part of this Agreement. Whenever the context requires, the singular shall include the plural and the masculine shall include the feminine, and vice versa.

10.15 Survival. To the extent not required to be performed before the Closing Date or other cancellation of this Agreement, the representations and warranties of Seller contained in Section 7 shall survive the Closing Date for a period of 180 days or other cancellation of this Agreement.

10.16 No Third Party Beneficiaries. Nothing in this Agreement is intended to confer on any person or entity who is not a party to this Agreement any rights or remedies.

10.17 Amendment. Any amendments to this Agreement are effective only if made in writing and executed by Buyer and Seller.

10.18 Attorneys' Fees. If any Party brings an action or proceeding involving the Property whether founded in tort, contract or equity, or to declare rights hereunder the Prevailing Party, as defined herein, in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees and expenses. "Prevailing Party" shall include, without limitation, a Party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party of its claim or defense.

10.19 Days of Week. A "business day," as used herein, shall mean any day other than a Saturday, Sunday or holiday, as defined in Section 6700 of the California Government Code. If any date for performance herein falls on a day other than a business day, the time for such performance shall be extended to 5:00 p.m. on the next business day.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

**Seller:**

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
Carolyn Schindler
Executive Director

APPROVED AS TO FORM:

_____
Julianna K. Tillquist, General Counsel

**Buyer:**

CITY OF FONTANA, a California corporation

By: _____
Matthew C. Ballantyne, City Manager

ATTEST:

_____
Germaine McClellan Key, City Clerk

APPROVED AS TO FORM:

_____
Ruben Duran, City Attorney

**EXHIBIT 1 TO**
**PURCHASE AND SALE AGREEMENT**
**AND JOINT ESCROW INSTRUCTIONS**

FORM OF QUITCLAIM DEED (WITH LEGAL DESCRIPTION)

(Attached.)

RECORDING REQUESTED BY,
AND WHEN RECORDED MAIL TO:

City of Fontana
8353 Sierra Avenue
Fontana, CA 92335
Attn: Public Works Department

Portion of APN: 0191-291-19

**SPACE ABOVE THIS LINE FOR RECORDER'S USE**

Documentary Transfer Tax: $0; exempt conveyance to a California public entity (a municipal corporation/city)

# QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, a county transportation authority pursuant to Public Utility Code §§ 130800 et seq. ("**GRANTOR**"), does hereby quitclaims to the CITY OF FONTANA, a California municipal corporation ("**GRANTEE**"), all of its right, title and interest in, under and to that certain real property described more particularly in Exhibit A and depicted in Exhibit B attached hereto and any and all improvements thereon, subject to the conditions attached hereto as Exhibit C.

IN WITNESS WHEREOF, GRANTOR has caused this Quitclaim Deed to be executed by its authorized representative as of the date specified below.

GRANTOR:

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY,
a county transportation authority pursuant to
Public Utility Code §§ 130800 et seq.

By: _____
Carolyn Schindler, Executive Director

Date: _____, 2026

Exhibit A to Quitclaim Deed

## LEGAL DESCRIPTION

Parcel A:

That portion of land lying in Block Forty-Nine (49) of Fontana Townsite, per map recorded in Book 19 of Maps, Page 53, records of San Bernardino County, California, described as follows:

**Commencing** at the northeast corner of said Block 49, said line also being the southerly Right-of-Way line of Orange Way (40-foot half-width); thence South 89°44'00" West, a distance of 179.91 feet along the northerly line of said Block 49 and said southerly Right-of-Way line, to the **Point of Beginning**; thence South 00°16'00" East, a distance of 85.86 feet; thence South 89°53'10" West, a distance of 71.54 feet; thence North 00°06'50" West, a distance of 50.82 feet; thence North 24°48'42" West, a distance of 20.04 feet; thence North 46°35'04" East, a distance of 24.30 feet to said northerly line of Block 49 and said southerly Right-of-Way line; thence North 89°44'00" East, a distance of 62.00 feet along said northerly line of Block 49 and said southerly Right-of-Way line, to the **Point of Beginning.**

The land for Parcel A described herein contains approximately 6,194 square feet.

Affecting: APN 0191-291-19

See Exhibit "B" for a plat depicting the above described property.

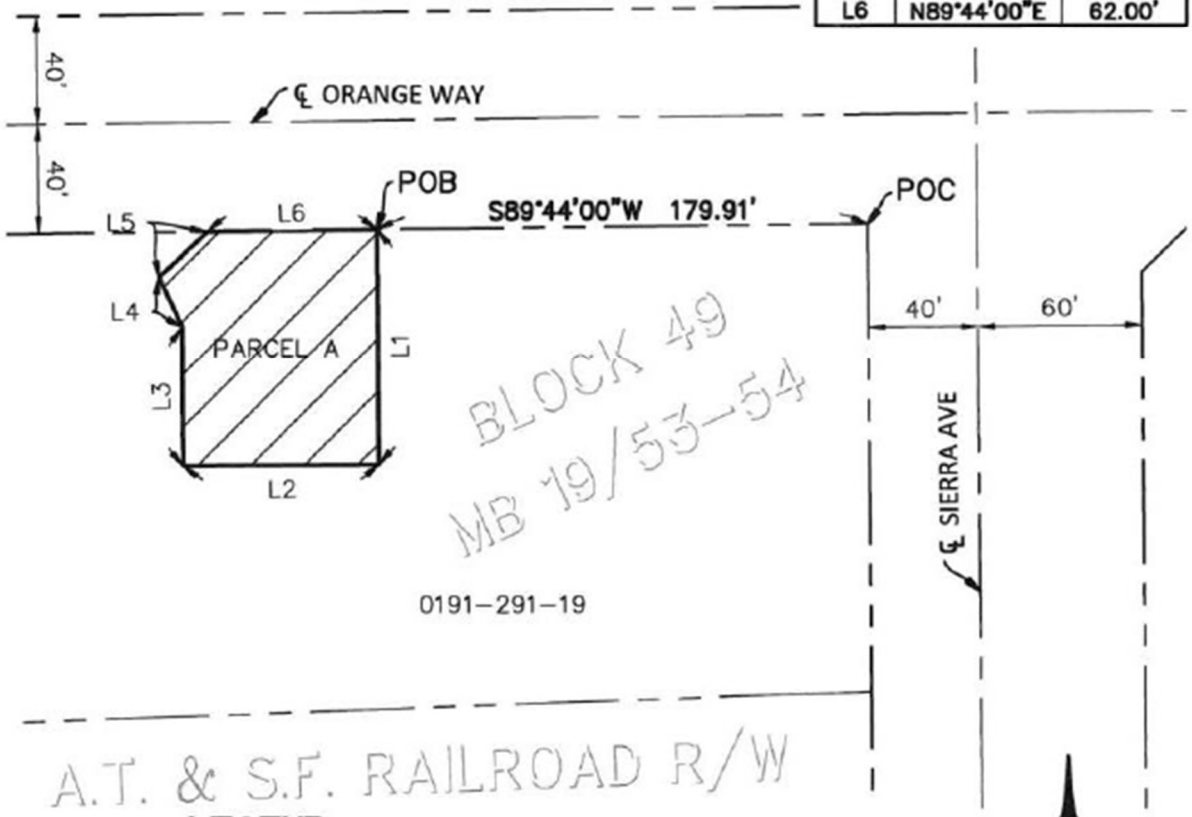
This real property has been described by me, or under my direction, in conformance with the Professional Land Surveyor's Act.

Terry Renner, PLS 9762, Exp. 6-30-25

04/02/2025
Date

LICENSED LAND SURVEYOR
TERRY M. RENNER
No. 9762
Exp. 6-30-25
STATE OF CALIFORNIA

| LINE TABLE | | |
|---|---|---|
| # | BEARING | LENGTH |
| L1 | S00°16'00"E | 85.86' |
| L2 | S89°53'10"W | 71.54' |
| L3 | N00°06'50"W | 50.82' |
| L4 | N24°48'42"W | 20.04' |
| L5 | N46°35'04"E | 24.30' |
| L6 | N89°44'00"E | 62.00' |




**LEGEND**

| | |
|---|---|
| | EXISTING CENTERLINE |
| | EXISTING RIGHT-OF-WAY |
| | EXISTING PROPERTY LINE |
| | PARCEL A AREA (6,194 SF) |
| POB | POINT OF BEGINNING |
| POC | POINT OF COMMENCING |

SCALE: 1"=60'

J.N.: 101-125

TKE ENGINEERING, INC.
2305 CHICAGO AVENUE
RIVERSIDE, CA 92507
(951) 680-0440

04/02/2025

TERRY M. RENNER L.S. No. 9762 DATE

LICENSED LAND SURVEYOR
TERRY M. RENNER
No. 9762
Exp.6-30-25
STATE OF CALIFORNIA

# EXHIBIT 'B'

A PORTION OF
APN 0191-291-19

Exhibit C to Quitclaim Deed

Grantor reserves to itself and its invitees the right to use restroom facilities located, constructed and maintained by the Grantee, and/or the Grantee's successors and assigns, on the property for the benefit of Grantor and invitees of the Grantor.

Furthermore, the Grantor conditions, and the Grantee covenants, that the Grantee, and their successors and assigns, shall maintain restrooms on the property which shall be made available to the Grantor pursuant to the foregoing reservation. For avoidance of doubt, the restroom use is not exclusive of any other use of the land.

Additionally, the Grantor conditions, and the Grantee covenants, that the Grantee, and their successors and assigns, shall maintain a police station or substation on the property. For avoidance of doubt, the police station or substation use is not exclusive of any other use of the land.

The foregoing rights and obligations shall be construed as covenants running with the land for the benefit of the Grantor and the Grantor's successors and assigns.

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 _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared , who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

CERTIFICATE OF ACCEPTANCE

(Govt. Code § 27281)

This is to certify that the interest in real property conveyed by the Quitclaim Deed dated _____ from the San Bernardino County Transportation Authority, a county transportation authority pursuant to the California Public Utilities Code Section 130800, et. seq., to the City of Fontana, a Municipal Corporation, is hereby accepted by the undersigned officer pursuant to authority conferred by Resolution 91-152 of the City Council, adopted on July 16, 1991, and the grantee consents to the recordation thereof by its duly authorized officer.

CITY OF FONTANA, a California municipal corporation

By: _____
City Manager
Matthew C. Ballantyne