PROJECT: Building a Better Connected Inland Empire Project
APNs: 0228-012-04, 0228-092-18, 0228-021-26

AGREEMENT FOR ACQUISITION OF PROPERTY AND JOINT ESCROW INSTRUCTIONS

THIS AGREEMENT FOR ACQUISITION OF PROPERTY AND JOINT ESCROW INSTRUCTIONS ("Agreement") is made and entered into by and between **The Metropolitan Water District of Southern California** ("**Grantor**" or "**Seller**"); and the **CITY OF FONTANA, a Municipal corporation** (**"City"** or "**Buyer**") in furtherance of the Building a Better Connected Inland Empire Project (**"Project"**).

Instruments in the form of Grant Deeds ("**Deeds**"), true copies of which are attached hereto as Exhibit "1" and Exhibit "2" will be executed pursuant this Agreement and will be delivered to Escrow as set forth below.

In consideration of which, and other considerations hereinafter set forth, it is mutually agreed as follows:

1. PURCHASE AND SALE; SETTLEMENT OF ALL CLAIMS. For valuable consideration, the sufficiency of which is hereby acknowledged, Seller agrees to convey the Easement for Roadway Purposes (**"Easement" or "Property"**) and the Temporary Construction Easement (**"TCE"**) to City via the Deeds and settle all related claims, including but not limited to, compensation for the Property and compensation for all damages of every kind and nature suffered, or to be suffered, by reason of the acquisition of the Property for the Project.

2. CITY shall:

A. PAYMENT - Pay to the order of the Seller the sum of Three Hundred Sixty-Four Thousand Eight Hundred Dollars (**$364,800)** as consideration in full for CITY's acquisition of the Easements described in the herein referenced Grant Deeds and for entering into this Agreement. Said sum shall be paid at close of escrow.

It is understood and agreed that the amount payable in Clause 2(A) above includes compensation in full for the actual possession and use of the Temporary Construction Easement identified as Parcel Nos. 0228-012-04, 0228-092-018, and 0228-021-26 for the period commencing on April 15, 2026 (**Right-of-Way Certification Date)** and terminating on **April 15, 2030.**

Written notice shall be given to Grantor at:

The Metropolitan Water District of Southern California
P.O. Box 54153
Los Angeles, CA 90054-0153
Attention: Kiernan Callanan, Substructures Manager

B. RECORDATION OF INSTRUMENT - Accept the Deed herein referenced by causing to be issued a Certificate of Acceptance and cause the Deed and Certificate of Acceptance to be recorded in the office of the San Bernardino County Recorder at close of escrow.

C. MISCELLANEOUS COSTS - Pay all escrow recording and other fees and charges incurred in this transaction and, if title insurance is desired by CITY, the premium charged therefore.

3. The Seller shall:

A. WARRANTIES, REPRESENTATIONS, AND COVENANTS - Seller hereby makes the following warranties, representations, and/or covenants to CITY, which shall survive the Close of Escrow:

Pending Claims. To the best of Seller's knowledge, there are no actions, suits, claims, legal proceedings, or any other proceedings affecting the Property or any portions thereof, at law, or in equity before any court or governmental agency, domestic or foreign.

Encroachments. To the best of Seller's knowledge, there are no encroachments onto the Property by improvements on any adjoining property, nor do any improvements located on the Easements encroach on other properties.

Title. Until Close of Escrow, Seller shall not intentionally do anything which would impair Seller's title to the Property.

Condition of Land. To the best of Seller's knowledge, without inquiry, there are no substances, materials or conditions on or under the Property that qualify as a hazardous material or substance or otherwise violate any environmental law.

Ownership. Seller is the owner of and has the full right, power, and authority to sell, convey, and grant the Property and TCE to CITY as provided herein and to carry out Seller's obligations hereunder. The party executing this Agreement on behalf of Seller represents and warrants that such person is duly and validly authorized to do so on behalf of Seller.

Governmental Compliance. To the best of Seller's knowledge, Seller has not received any notice from any governmental agency or authority alleging that the area encompassing the

Property and TCE is currently in violation of any law, ordinance, rule, regulation or requirement applicable to its use and operation.

4. CITY and Seller agree:

A. ESCROW - To open an escrow in accordance with this Agreement at Commonwealth Land Title Insurance Company ("Escrow Agent"). This Agreement constitutes the joint escrow instructions of CITY and Seller, and the Escrow Agent, to whom these instructions are delivered, is hereby empowered to act under this Agreement. The parties hereto agree to do all acts necessary to close this escrow in the shortest possible time not to sixty (60) days.

Within ten (10) business days after the effective date of this agreement, Seller will deposit the Grant Deeds, executed and notarized in a recordable form by Seller, with the Escrow Agent, and CITY will, upon receipt of same, deposit the executed Certificate of Acceptance and the Purchase Price with the Escrow Agent. CITY and Seller agree to deposit with Escrow Agent all additional instruments as may be necessary to complete this transaction. All funds received in this escrow shall be deposited with other escrow funds in a general escrow fund account(s) and may be transferred to any other such escrow trust account in any State or national bank doing business in the State of California. All disbursements shall be made by check or electronic wire from such account.

Any taxes which have been paid by Seller, prior to opening of this escrow, shall not be pro-rated between CITY and Seller, but Seller shall have the sole right after close of escrow, to apply to the County Tax Collector of San Bernardino County for any refund of such taxes which may be due Seller for the period after CITY's acquisition.

i) ESCROW AGENT DIRECTIVES - The Escrow Agent is authorized to, and shall:

a) Pay and charge CITY for any escrow fees, charges and costs payable under Paragraph 2.C. of this Agreement.

b) Disburse funds to Seller and record the Grant Deeds when conditions of this escrow have been fulfilled by CITY and Seller.

c) Following recording of the Grant Deed, respond to any CITY request to provide CITY with a CLTA Standard Coverage Policy of Title Insurance in the amount of **$364,800** issued by Commonwealth Land Title Insurance Company showing that title to the herein real property is vested in CITY, free and clear of all recorded and unrecorded liens, encumbrances, assessments, other property, leases, taxes, and exceptions to title, except (i) County and CITY taxes not yet due and payable; and (ii) matters created by, through, or under CITY (collectively, the "**Permitted Exceptions**"). CITY shall pay the title policy premium.

ii) CLOSE OF ESCROW - The term "close of escrow," if and where written in this

Agreement, shall mean the date necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this escrow is hereby authorized. The close of escrow and CITY's obligation to consummate the transaction contemplated by this Agreement is subject to and conditioned upon evidence of an irrevocable commitment of Commonwealth Land Title Insurance Company to issue its CLTA Standard Form Policy of Title Insurance in the amount of the Purchase Price showing title to the Easements by Easement Deeds free and clear of all recorded and unrecorded liens, encumbrances, assessments, leases, taxes, and exceptions to title, except the Permitted Exceptions.

B. RIGHT OF ENTRY - Right of Entry for Construction Purposes ("Right of Entry"). Seller hereby grants permission to CITY and/or its employees, contractors, agents and assigns, to enter upon the Property for the purpose of constructing the Project and accomplishing all necessary incidents thereto; provided, however, that prior to entering the Right of Entry Area, CITY shall provide notice to Seller of the date the City will commence its work, with such notice being received by Seller seventy-two (72) hours prior to commencement of work. Notwithstanding, CITY shall not enter upon the Property prior to the Right-of-Way Certification Date.

The right of entry permission granted herein is granted in consideration of the location and construction of such roadway improvements and incidents thereto, which it is understood is required by Buyer, and shall continue in effect until the Close of Escrow.

Pursuant to this Paragraph 4B, CITY shall indemnify, defend and hold the Seller harmless from and against any damages, liabilities, judgments, claims, expenses, and penalties resulting from CITY's use of this Right of Entry as well as its agents, contractors, and employees.

It is agreed and confirmed that notwithstanding other provisions in this Agreement, the right of possession and use of the subject property by the Buyer, including the right to remove and dispose of improvements, shall commence on the date the amount of funds as specified in Clause 2(A) herein are deposited into the escrow controlling this transaction. The amount shown in Clause 2(A), herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

C. NO RELOCATION - Seller acknowledges and agrees that neither CITY's acquisition of the Property nor the construction and use of the Project have caused or will cause Seller to be a "displaced person" as that term is used in California's Relocation Assistance Act (Gov. Code §§ 7260 et seq.), California regulations (Title 25 of California's Code of Regulations), the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §§ 4601-4655), federal regulations (49 C.F.R. Part 24). This paragraph shall survive the Close of Escrow.

D. SATISFACTION, WAIVER AND RELEASE – Seller, on behalf of itself and its agents, successors and assigns, agrees that payment of the Purchase Price amounts to a full and complete satisfaction of all of the compensation due and owing to Seller for the acquisition of the Property and the loss, damage, replacement and moving of any improvements located within the Property

areas. Seller for itself and for its agents, successors and assigns, fully releases, acquits and discharges CITY and its officers, officials, council members, employees, attorneys, accountants, other professionals, insurers, and agents, and all entities, boards, commissions, and bodies related to any of them (collectively, the "**Released Parties**") from all claims that Seller and its agents, successors and assigns have or may have against the Released Parties arising out of or related to CITY's acquisition of the Property, including, without limitation, (i) compensation for loss of any improvements, including improvements pertaining to the realty, furniture, fixture, and equipment, (ii) compensation for loss of business goodwill, (iii) compensation for loss of income (past or future); (iv) compensation for damage to the remainder (i.e., severance damages) (v) economic or consequential damages, (vi) compensation for professional consultant fees and attorney's fees and costs, (vii) pre-condemnation damages, (viii) any right to repurchase, leaseback from CITY, or receive any financial gain from, the sale of any portion of the Property; (ix) any right to enforce obligation(s) placed upon CITY pursuant to Code of Civil Procedure sections 1245.245 and 1263.615; (x) any rights conferred upon Seller pursuant to Code of Civil Procedure sections 1245.245 and 1263.615 and 1263.025; and (xi) all other costs, and any and all compensable interests, and/or damages, and/or claims, of any kind and nature, claimed or to be claimed, suffered or to be suffered, by Seller, its agents, successors and assigns by reason of CITY's acquisition of the Property, provided that nothing herein shall release claims of Seller for any liability resulting from CITY's breach of any agreement, obligation, warranty, or covenant for which it is responsible under this Agreement. This waiver does not apply to any claims for damage or injury to any person or property arising from the construction of the Project due to the negligence or willful misconduct of CITY's agents or contractors constructing the Project. This paragraph shall survive the Close of Escrow.

Seller, on behalf of itself and its agents, successors and assigns, expressly waives all rights under Section 1542 of the Civil Code of the State of California, which provides as follows:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

Seller's Initials: _____

E. ARTICLE HEADINGS - Article headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants and conditions of this Agreement.

F. SUBORDINATION OF DEED OF TRUST - Seller acknowledges that the Property is encumbered by one or more Deeds of Trust recorded against the Property as security for Seller's promise to pay money loaned to Seller (the "Deed of Trust"). Seller understands that CITY seeks to subordinate the Deed of Trust to the Easements to preserve the permanence of said Easements. Seller agrees and consents to subordination of the Deed of Trust and will cooperate

with CITY in all reasonable respects in seeking subordinations and partial reconveyances, including but not limited to signing documents related to said subordinations/partial reconveyances, which agreement and consent will survive the close of escrow.

G. COMPLETE UNDERSTANDING - This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions, and preliminary agreements or understandings, written or oral. This Agreement may not be amended except in writing by the parties hereto or their successors or assigns.

H. EFFECTIVE DATE – The effective date of this Agreement shall be the date this Agreement is signed by the last party to sign the Agreement.

I. SUCCESSORS AND ASSIGNS – This Agreement shall be binding upon and shall inure to the benefit of Seller and CITY and their respective successors and assigns.

J. COUNTERPARTS AND FACSIMILE SIGNATURES – This Agreement may be executed in counterparts and each fully-executed copy of the Agreement shall have the same binding force and effect as an original. Facsimile signatures shall have the same force and effect as original signatures.

K. TIME OF THE ESSENCE – Time is of the essence of each provision of this Agreement.

L. SURVIVAL – Any warranties, representations, promises, covenants, agreements, and indemnifications that this Agreement does not require to be fully performed prior to Close of Escrow shall survive Close of Escrow and shall be fully enforceable after Close of Escrow in accordance with their terms.

M. RESTORATION OF PROPERTY - Buyer agrees that it will, at Buyer's sole cost and expense, restore the Property area to a condition as near as practicable to the condition that existed immediately prior to Buyer's possession or use of the Property for the Project, unless otherwise agreed by the parties.

O. NONDISCRIMINATION - The parties to this Agreement shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT – Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21 and 28 C.F.R. Section 50.3.

Further, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this Agreement.

[SIGNATURES ON THE FOLLOWING PAGE]

No Obligation Other Than Those Set Forth Herein Will Be Recognized or Enforceable.

Seller:

By: _____

Name/Title: _____

Date: _____

Date: _____

CITY OF FONTANA
a Municipal Corporation

By: _____
Matthew C. Ballantyne
City Manager

EXHIBIT 1
FOR EXHIBIT ONLY – DO NOT SIGN

Recorded at the request of City of Fontana When Recorded Mail to: City of Fontana c/o: Engineering Department 8353 Sierra Avenue Fontana, CA 92335	
This document is recorded for the benefit of the City of Fontana and is therefore exempt from the payment of the recording fee pursuant to Government code Section 6103 and from the payment of the documentary transfer tax pursuant to Revenue and Taxation Code Section 11922.	Space above this line for Recorder's Use

GRANT OF NONEXCLUSIVE PERMANENT ROADWAY EASEMENT

Assessor's Parcel Numbers: 0228-012-04, 0228-092-18, 0228-021-26

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA** ("**GRANTOR**"), hereby grants to the **CITY OF FONTANA, A MUNICIPAL CORPORATION** ("**GRANTEE**"), its successors and assigns, a nonexclusive permanent roadway easement upon, in, on, over, through, across and along that certain real property in the City of Fontana, County of San Bernardino, State of California described as follows:

FOR LEGAL DESCRIPTIONS AND PLAT MAPS, SEE EXHIBITS "A-1" AND "B-1", "A-2" AND "B-2", "A-3" AND "B-3" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

It is further understood and agreed that no other easement or easements shall be granted upon, in, on, over through, under, across or along said strip of land by the GRANTOR or any person, firm, or corporation without previous written consent of said GRANTEE.

GRANTOR and their successor and assigns, shall not increase or decrease, or permit to be increased or decreased the now-existing ground elevations of said easement and right-of-way without the previous written consent of GRANTEE.

GRANTOR, and their successors and assigns, further agree that no building, fences, walls or other permanent structures of any kind, and no deep rooted tree, deep rooted shrubs or other plants or vegetation shall be installed, constructed, erected, placed, planted or maintained in the

easement area, and that no changes in the alignment or grading of the easement area will be made without prior written consent of the GRANTEE.

GRANTEE shall also have the right to mark the location of the easement in a manner, which will not interfere with the GRANTOR'S reasonable and lawful use of said easement.

This instrument shall be binding upon and inure to the benefit of the successors and assigns of GRANTOR.

Dated this _____ day of _____, 20_____.

GRANTOR

By: _____

Print Name: _____

Its: _____

By: _____

Print Name: _____

Its: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss
County of _____)

On _____before me,_____,
(Name of Notary)

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.

_____
(Notary Signature)

EXHIBIT "A-1"
LEGAL DESCRIPTION

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 6 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ALSO BEING A PORTION OF PARCEL 2 OF THE GRANT DEED TO METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA RECORDED JULY 31, 1991 AS DOCUMENT NO. 91-290525 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF CHERRY AVENUE (60.00 FEET EASTERLY HALF WIDTH PER DOCUMENT RECORDED DECEMBER 23, 1998 AS DOCUMENT NO. 1998-0545823 OF OFFICIAL RECORDS IN SAID COUNTY RECORDER'S OFFICE) WITH THE NORTHWESTERLY LINE OF SAID PARCEL 2 OF DOCUMENT NO. 91-290525;

THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE OF CHERRY AVENUE, SOUTH 00°01'40" WEST, 143.01 FEET;

THENCE LEAVING SAID RIGHT OF WAY LINE, ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 2 OF DOCUMENT NO. 91-290525, SOUTH 44°23'48" WEST, 10.89 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCENTRIC WITH AND 68.00 FEET WESTERLY OF THE NEW CENTERLINE OF CHERRY AVENUE PER PARCEL MAP NO. 19564 FILED IN BOOK _____, PAGES _____ THROUGH _____, INCLUSIVE, OF PARCEL MAPS, CONCAVE EASTERLY HAVING A RADIUS OF 2268.00 FEET, A RADIAL LINE TO THE BEGINNING OF SAID CURVE BEARS SOUTH 85°06'01" WEST**;**

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°25'20" AN ARC DISTANCE OF 135.47 FEET TO SAID NORTHWESTERLY LINE OF PARCEL 2 OF DOCUMENT NO. 91-290525;

THENCE ALONG SAID NORTHWESTERLY LINE, NORTH 44°23'48" EAST, 21.76 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 1,724 SQUARE FEET (0.040 ACRES), MORE OR LESS;

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

PREPARED BY ME OR UNDER MY DIRECT SUPERVISION:

ROBERT WALKER, L.S. 7137 — 10/02/2025 DATE

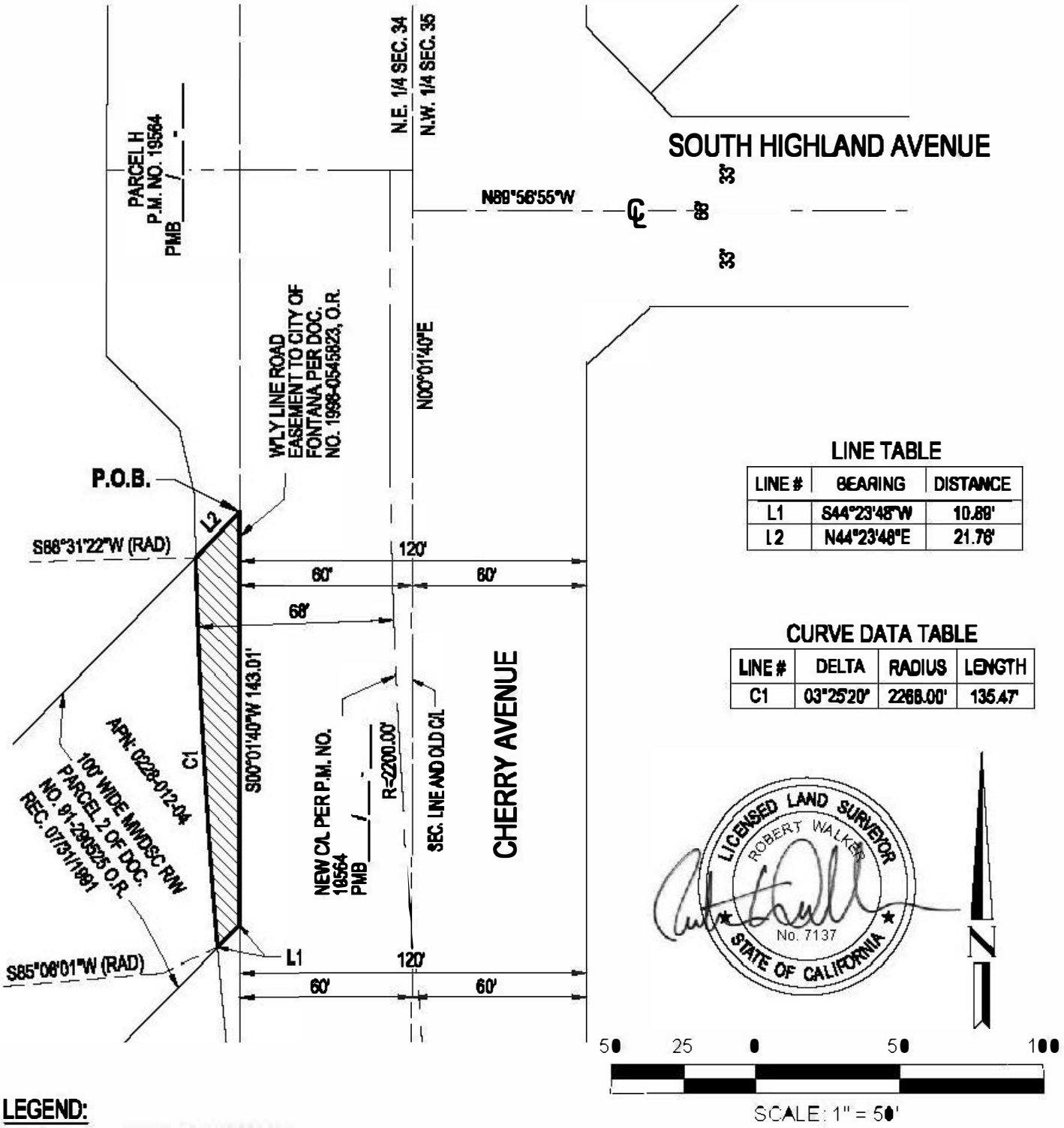
LICENSED LAND SURVEYOR
ROBERT WALKER
No.7137
STATE OF CALIFORNIA

Sheet ____ of ____
City Index No. 6317

EXHIBIT "B-1"

DEED PLAT

IN THE NORTHEAST QUARTER OF SECTION 34, T. 1 N., R. 6 W., S.B.M.
IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO,
STATE OF CALIFORNIA



LINE TABLE

LINE #	BEARING	DISTANCE
L1	S44°23'48"W	10.89'
L2	N44°23'48"E	21.76'

CURVE DATA TABLE

LINE #	DELTA	RADIUS	LENGTH
C1	03°25'20"	2268.00'	135.47'

LEGEND:

P.O.B. = POINT OF BEGINNING

= DEDICATION EASEMENT AREA
(1,724 S.F. OR 0.040 AC.)

Sheet ____ of ____
City Index No. 6317

EXHIBIT "A-2"
LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 6 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ALSO BEING A PORTION OF THAT CERTAIN 100.00-FOOT WIDE STRIP OF LAND PER THE GRANT DEED TO METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA RECORDED NOVEMBER 8, 1991 AS DOCUMENT NO. 91-427275 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER ONE QUARTER CORNER OF SECTION 34 AND THE CENTERLINE INTERSECTION OF BANANA AVENUE WITH VICTORIA AVENUE (37.00 FEET NORTHERLY HALF WIDTH AND 45.00 FEET SOUTHERLY HALF WIDTH) AS SHOWN ON PARCEL MAP NO. 19564 FILED IN BOOK _____, PAGES _____ THROUGH _____, INCLUSIVE, OF PARCEL MAPS, RECORDS OF SAN BERNARDINO COUNTY;

THENCE ALONG SAID CENTERLINE OF VICTORIA AVENUE, NORTH 89°37'44" EAST, 345.05 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1,446.00 FEET;

THENCE CONTINUING ALONG SAID CENTERLINE OF VICTORIA AVENUE AND EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°09'31" AN ARC DISTANCE OF 559.23 FEET TO THE NORTHWESTERLY LINE OF SAID 100.00-FOOT WIDE STRIP OF LAND DESCRIBED IN DOCUMENT NO. 91-427275 AND THE **TRUE POINT OF BEGINNING**;

THENCE ALONG SAID NORTHWESTERLY LINE, NORTH 44°23'48" EAST, 39.99 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCENTRIC WITH AND 37.00 FEET NORTHEASTERLY OF SAID CENTERLINE OF VICTORIA AVENUE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1,483.00 FEET, A RADIAL LINE TO THE BEGINNING OF SAID CURVE BEARS NORTH 22°22'54" EAST;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°06'41" AN ARC DISTANCE OF 106.41 FEET TO THE SOUTHEASTERLY LINE OF SAID 100.00-FOOT WIDE STRIP OF LAND DESCRIBED IN DOCUMENT NO. 91-427275;

THENCE ALONG SAID SOUTHEASTERLY LINE, SOUTH 44°23'48" WEST, 86.44 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCENTRIC WITH AND 45.00 FEET SOUTHWESTERLY OF SAID CENTERLINE OF VICTORIA AVENUE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1,401.00 FEET, A RADIAL LINE TO THE BEGINNING OF SAID CURVE BEARS NORTH 25°24'22" EAST;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°23'14" AN ARC DISTANCE OF 107.27 FEET TO SAID NORTHWESTERLY LINE OF THE 100.00-FOOT WIDE STRIP OF LAND DESCRIBED IN DOCUMENT NO. 91-427275;

THENCE ALONG SAID NORTHWESTERLY LINE, NORTH 44°23'48" EAST, 48.88 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 8,760 SQUARE FEET (0.201 ACRES), MORE OR LESS;

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

PREPARED BY ME OR UNDER MY DIRECT SUPERVISION:

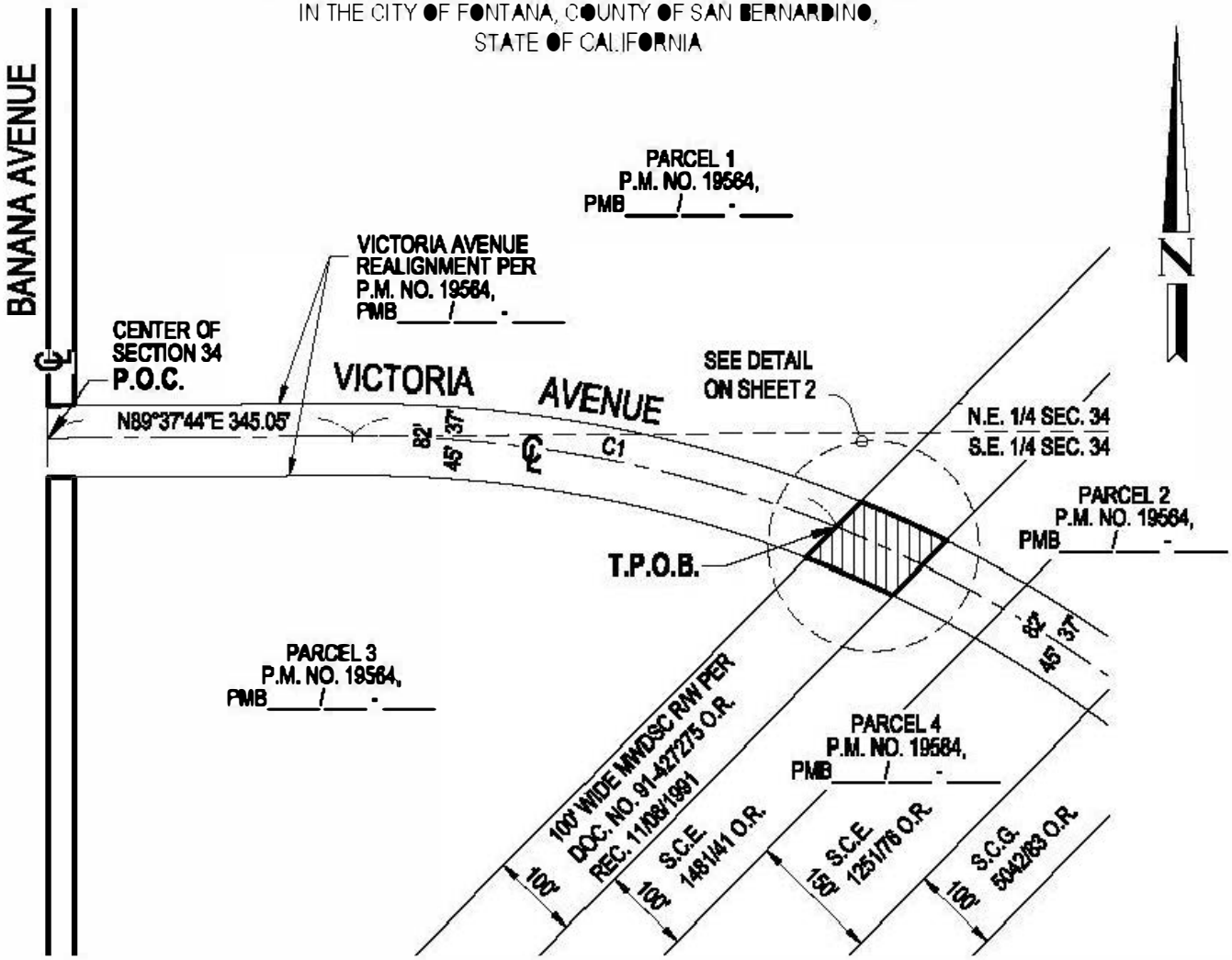
ROBERT WALKER, L.S. 7137

10/02/2025
DATE

EXHIBIT "B-2"

DEED PLAT

IN THE SOUTHEAST QUARTER OF SECTION 34, T. 1 N., R. 6 W., S.B.M
IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO,
STATE OF CALIFORNIA



CURVE DATA TABLE

LINE #	DELTA	RADIUS	LENGTH
C1	22°09'31"	1446.00'	559.23'

LICENSED LAND SURVEYOR
ROBERT WALKER
No. 7137
STATE OF CALIFORNIA

200 100 0 200 400

SCALE: 1" = 200'

LEGEND:

P.O.C. = POINT OF COMMENCEMENT
T.P.O.B. = TRUE POINT OF BEGINNING

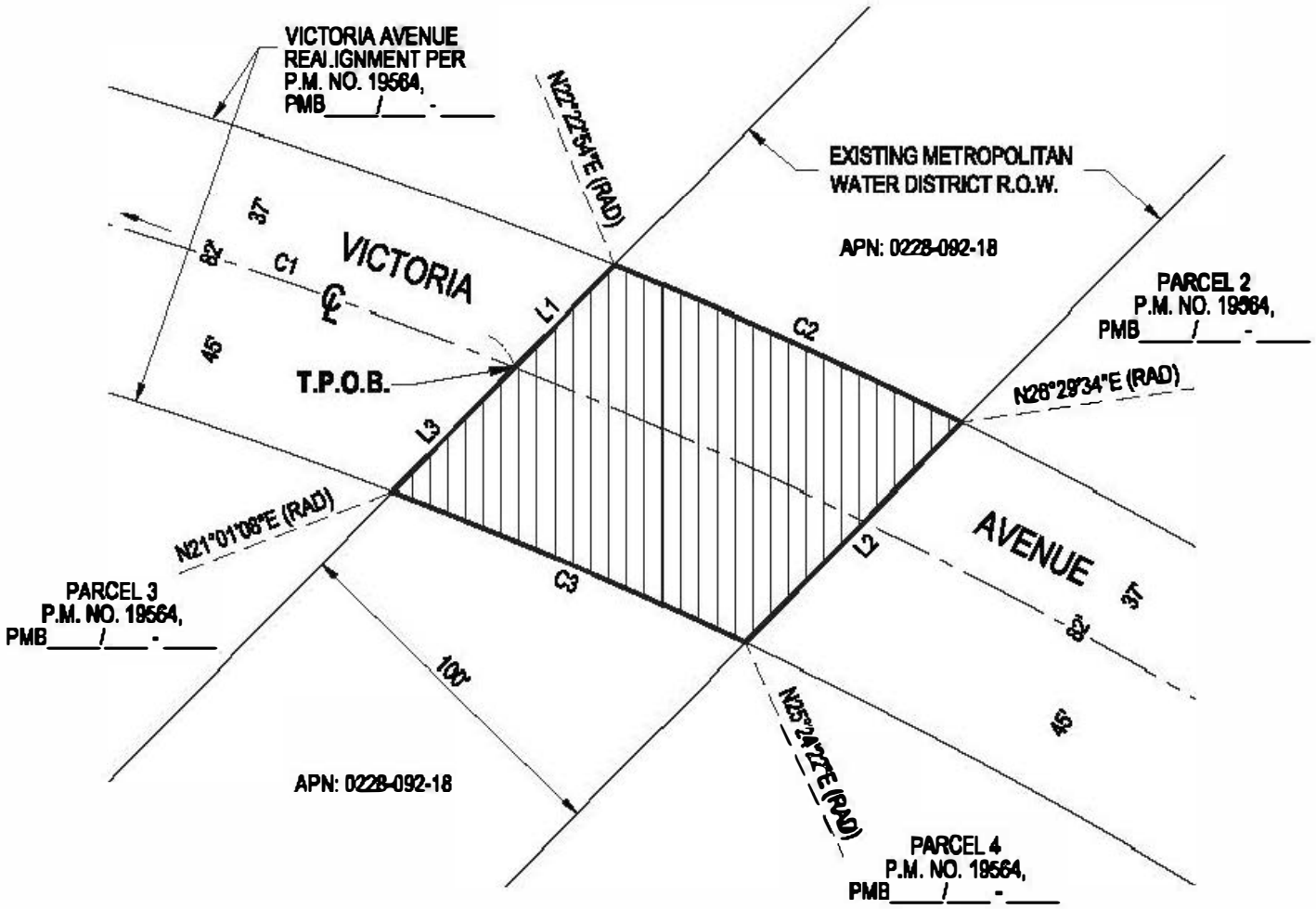
= ROAD DEDICATION AREA
(8,760 S.F. OR 0.201 AC.)

Sheet ____ of ____
City Index No. 6319

EXHIBIT "B-2"

DEED PLAT

IN THE SOUTHEAST QUARTER OF SECTION 34, T. 1 N., R. 6 W., S.B.M.
IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO,
STATE OF CALIFORNIA



LINE TABLE

LINE #	BEARING	DISTANCE
L1	N44°23'48"E	39.99'
L2	S44°23'48"W	86.44'
L3	N44°23'48"E	48.88'

CURVE DATA TABLE

LINE #	DELTA	RADIUS	LENGTH
C1	22°09'31"	1448.00'	559.23'
C2	04°06'41"	1483.00'	106.41'
C3	04°23'14"	1401.00'	107.27'

LICENSED LAND SURVEYOR
ROBERT WALKER
No. 7137
STATE OF CALIFORNIA

N

50 25 0 50 100

SCALE: 1" = 50'

LEGEND:

T.P.O.B. = TRUE POINT OF BEGINNING

= ROAD DEDICATION AREA
(8,760 S.F. OR 0.201 AC.)

Sheet ____ of ____
City Index No. 6319

Drawing Name: P:\MITY\PROJECTS\DEDICATIONS\18TH\32DA-03-2_Dedication Exhibit B\Dedication Exhibit B.dwg
Last Updated: Oct 02, 2025 - 9:32am by rsz

EXHIBIT "A-3"

Legal Description

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 1 NORTH, RANGE 6 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ALSO BEING A PORTION OF PARCEL 1 OF THE GRANT DEED TO METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA RECORDED JULY 31, 1991 AS DOCUMENT NO. 91-290525 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF CHERRY AVENUE (60.00 FEET EASTERLY HALF WIDTH PER DOC. NO. 1536 RECORDED AUGUST 31, 1979 IN BOOK 9762 PAGE 2449 OF OFFICIAL RECORDS IN SAID COUNTY RECORDER'S OFFICE) WITH THE SOUTHEASTERLY LINE OF SAID PARCEL PER DOCUMENT NO. 91-290525;

THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE OF CHERRY AVENUE NORTH 00°01'40" EAST, 71.71 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF SOUTH HIGHLAND AVENUE AS DESCRIBED IN DOCUMENT NO. 1998-0545821 OF OFFICIAL RECORDS OF SAID COUNTY;

THENCE ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, NORTH 47°42'08" EAST, 30.06 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SOUTH HIGHLAND AVENUE (33.00 FEET SOUTHERLY HALF WIDTH);

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE, SOUTH 89°56'55" EAST, 67.70 FEET TO SAID SOUTHEASTERLY LINE OF DOCUMENT NO. 91-290525;

THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH 44°23'48" WEST, 34.96 FEET;

THENCE NORTH 89°56'55" WEST, 5.49 FEET;

THENCE SOUTH 75°59'50" WEST, 27.76 FEET;

THENCE SOUTH 44°50'35" WEST, 14.56 FEET;

THENCE SOUTH 13°48'02" WEST, 19.04 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCENTRIC WITH AND 86.00 FEET EASTERLY OF THE NEW CENTERLINE OF CHERRY AVENUE PER PARCEL MAP NO. 19564 FILED IN BOOK _____, PAGES _____ THROUGH _____, INCLUSIVE OF PARCEL MAPS, CONCAVE EASTERLY HAVING A RADIUS OF 2114.00 FEET, A RADIAL LINE TO THE BEGINNING OF SAID CURVE BEARS SOUTH 89°08'04" WEST;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°20'18" AN ARC DISTANCE OF 12.48 FEET TO SAID SOUTHEASTERLY LINE OF DOCUMENT NO. 91-290525;

THENCE ALONG SAID SOUTHEASTERLY LINE, SOUTH 44°23'48" WEST, 26.44 FEET TO SAID EASTERLY RIGHT OF WAY LINE OF CHERRY AVENUE AND THE **POINT OF BEGINNING**.

CONTAINING 3,103 SQUARE FEET (0.071 ACRES), MORE OR LESS;

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

PREPARED BY ME OR UNDER MY DIRECT SUPERVISION:

ROBERT WALKER, L.S. 7137

10/02/2025
DATE

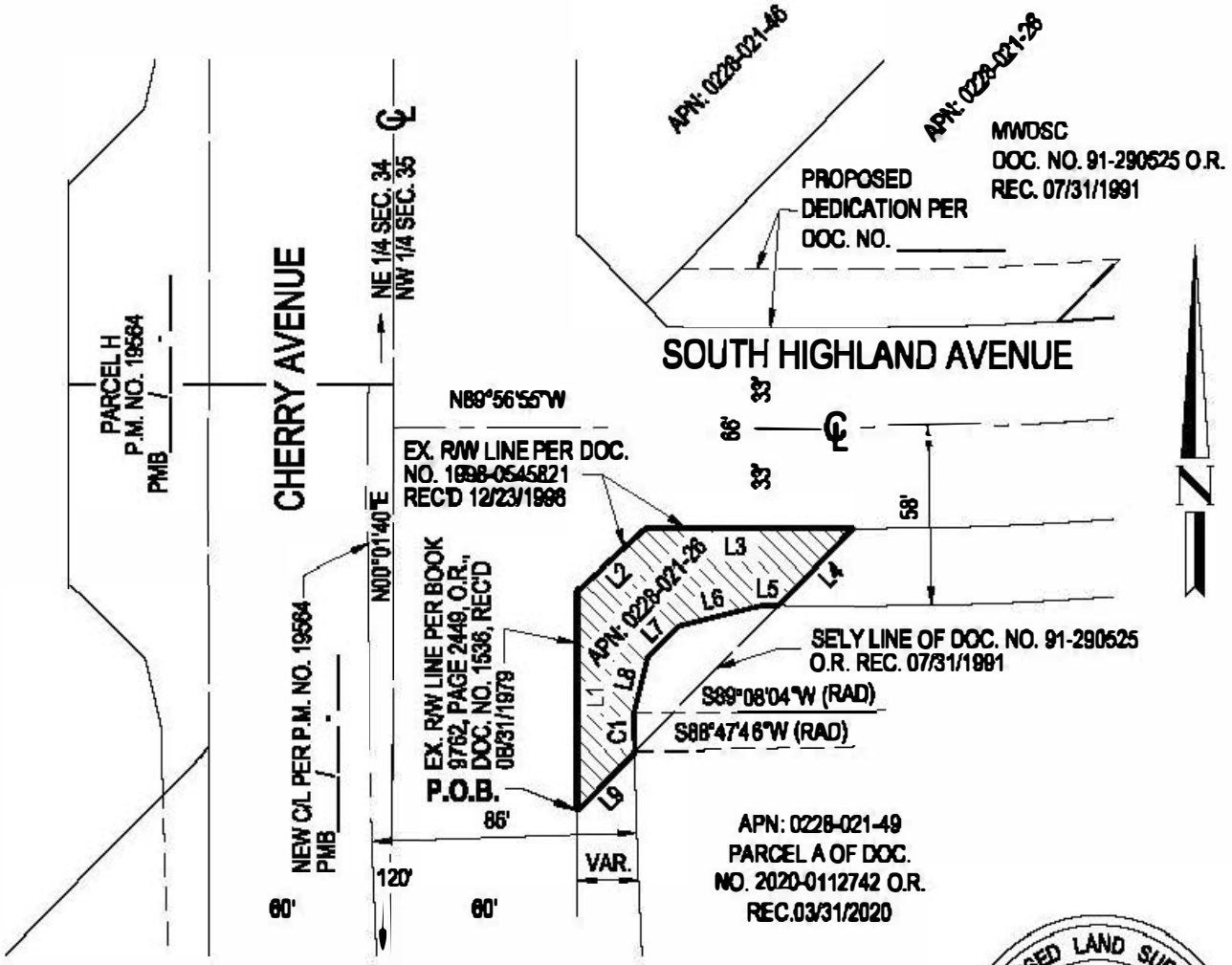
LICENSED LAND SURVEYOR
ROBERT WALKER
No.7137
STATE OF CALIFORNIA

Sheet ____ of ____
City Index No. 6313

EXHIBIT "B-3"

DEED PLAT

IN THE NORTHWEST QUARTER OF SECTION 35, T. 1 N., R. 6 W., S.B.M.
IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO,
STATE OF CALIFORNIA



LICENSED LAND SURVEYOR
ROBERT WALKER
No. 7137
STATE OF CALIFORNIA

LEGEND:

P.O.B. = POINT OF BEGINNING

= DEDICATION EASEMENT AREA
(3,103 S.F. OR 0.071 AC.)

60 30 0 60 120

SCALE: 1" = 60'

LINE TABLE

LINE #	BEARING	DISTANCE
L1	N00°01'40"E	71.71'
L2	N47°42'08"E	30.06'
L3	S89°56'55"E	67.70'
L4	S44°23'48"W	34.96'
L5	N89°56'55"W	5.49'
L6	S75°59'50"W	27.76'
L7	S44°50'35"W	14.56'
L8	S13°48'02"W	19.04'
L9	S44°23'48"W	26.44'

CURVE DATA TABLE

LINE #	DELTA	RADIUS	LENGTH
C1	00°20'18"	2114.00'	12.48'

Sheet ____ of ____
City Index No. 6313

Drawing Name: P:\MITY\PROJECTS\ACTIVE\18178-3324-03\2 Dedication Exhibit\18178-3324-03\2_Dedication Exhibit.dwg
Last Updated: Oct 02, 2025 - 9:15am by: rsz

CERTIFICATE OF ACCEPTANCE
NONEXCLUSIVE PERMANENT ROADWAY EASEMENT

This is to certify that the interest in the real property conveyed by the Grant of Permanent Easement (Assessor Parcel Nos. 0228-012-04, 0228-092-18, 0228-021-26) dated _____ from **THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, ("GRANTOR")** to the **CITY OF FONTANA, A MUNICIPAL CORPORATION ("GRANTEE")**, is hereby accepted by the undersigned on behalf of the undersigned officer pursuant to authority conferred by Resolution 91-152 of the City Council adopted July 16, 1991; and the GRANTEE consents to recordation thereof by its duly authorized officer.

_____ _____

Date **Gia Kim**
Public Works Director/City Engineer

EXHIBIT 2
FOR EXHIBIT ONLY – DO NOT SIGN

Recorded at the request of City of Fontana When Recorded Mail to: City of Fontana 8353 Sierra Avenue Fontana, CA 92335 Department of Engineering	
This document is recorded for the benefit of the City of Fontana and is therefore exempt from the payment of the recording fee pursuant to Government code Section 6103 and from the payment of the documentary transfer tax pursuant to Revenue and Taxation Code Section 11922.	Space above this line for Recorder's Use

GRANT OF TEMPORARY CONSTRUCTION EASEMENT DEED

Assessor's Parcel Number: 0228-012-04, 0228-092-18, 0228-021-26

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA**, ("**GRANTOR**"), hereby grants to the **CITY OF FONTANA, A MUNICIPAL CORPORATION** ("**GRANTEE**"), its successors and assigns, a nonexclusive Temporary Construction Easement for street, highway and public utility purposes over, under, and upon the real property in the City of Fontana, County of San Bernardino, State of California described as follows:

FOR LEGAL DESCRIPTIONS AND PLAT MAPS, SEE EXHIBITS "A-1" AND "B-1", "A-2" AND "B-2", "A-3" AND "B-3" ATTACHED HERETO AND BY
THIS REFERENCE MADE A PART HEREOF (hereinafter, the "TCE Area").

Said grant of easement is for the purpose of constructing, reconstructing and/or repairing permanent physical roadway improvements in connection with the City of Fontana Building a Better Connected Inland Empire Project ("Project").

GRANTEE shall provide GRANTORS, and their agents, invitees, customers and assigns, reasonable access on, over, through, across and along the TCE Area at all times during the term of this Temporary Construction Easement (the "TCE Term").

Temporary Construction Easement shall be for a period not to exceed forty-eight (48) months, commencing upon receipt of Right of Way Certification from Caltrans on April 15, 2026 and ending on April 15, 2030.

By the expiration of the Temporary Construction Easement, GRANTEE shall restore such property to a condition as near as practicable to the condition that existed immediately prior to GRANTEE'S operations. GRANTEE shall not be required to restore vegetation to the pre-existing condition.

This instrument shall be binding upon and inure to the benefit of the successors and assigns of GRANTOR.

Dated this _____ day of _____, 20_____.

The Metropolitan Water District of Southern California

By: _____

Print Name: _____

Its: _____

By: _____

Print Name: _____

Its: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss
County of _____)

On _____before me,_____,
(Name of Notary)
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.

_____
(Notary Signature)

EXHIBIT "A-1"
LEGAL DESCRIPTION

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ALSO BEING A PORTION OF PARCEL 2 OF THE GRANT DEED TO METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA RECORDED JULY 31, 1991 AS DOCUMENT NO. 91-290525 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF CHERRY AVENUE (60.00 FOOT WESTERLY HALF WIDTH PER DOCUMENT RECORDED DECEMBER 23, 1998 AS DOCUMENT NO. 1998-0545823 OF OFFICIAL RECORDS IN SAID COUNTY RECORDER'S OFFICE) WITH THE NORTHWESTERLY LINE OF SAID PARCEL 2 OF DOCUMENT NO. 91-290525;

THENCE ALONG SAID NORTHWESTERLY LINE, SOUTH 44°23'48" WEST, 21.76 FEET TO THE **TRUE POINT OF BEGINNING**, THE BEGINNING OF A NON-TANGENT CURVE CONCENTRIC WITH AND 68.00 FEET WESTERLY OF THE NEW CENTERLINE OF CHERRY AVENUE PER PARCEL MAP NO. 19564 FILED IN BOOK _____, PAGES _____ THROUGH _____, INCLUSIVE, OF PARCEL MAPS IN SAID COUNTY RECORDER'S OFFICE, CONCAVE EASTERLY HAVING A RADIUS OF 2268.00 FEET, A RADIAL LINE THROUGH THE BEGINNING OF SAID CURVE BEARING SOUTH 88°31'22" WEST;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°25'20" AN ARC DISTANCE OF 135.47 FEET TO THE SOUTHEASTERLY LINE OF SAID PARCEL 2 OF DOCUMENT NO. 91-290525;

THENCE ALONG SAID SOUTHEASTERLY LINE, SOUTH 44°23'48" WEST, 31.74 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2224.00 FEET, A RADIAL LINE THROUGH THE BEGINNING OF SAID CURVE BEARING SOUTH 84°32'39" WEST;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°27'38" AN ARC DISTANCE OF 134.33 FEET TO SAID NORTHWESTERLY LINE OF PARCEL 2 OF DOCUMENT NO. 91-290525;

THENCE ALONG SAID NORTHWESTERLY LINE, NORTH 44°23'48" EAST, 33.45 FEET TO THE **TRUE POINT OF BEGINNING.**

Sheet ____ of ____
City Index No.

CONTAINING 3,259 SQUARE FEET (0.075 ACRES), MORE OR LESS.

SHOWN ON EXHIBIT “B” ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED BY ME OR UNDER MY DIRECT SUPERVISION:

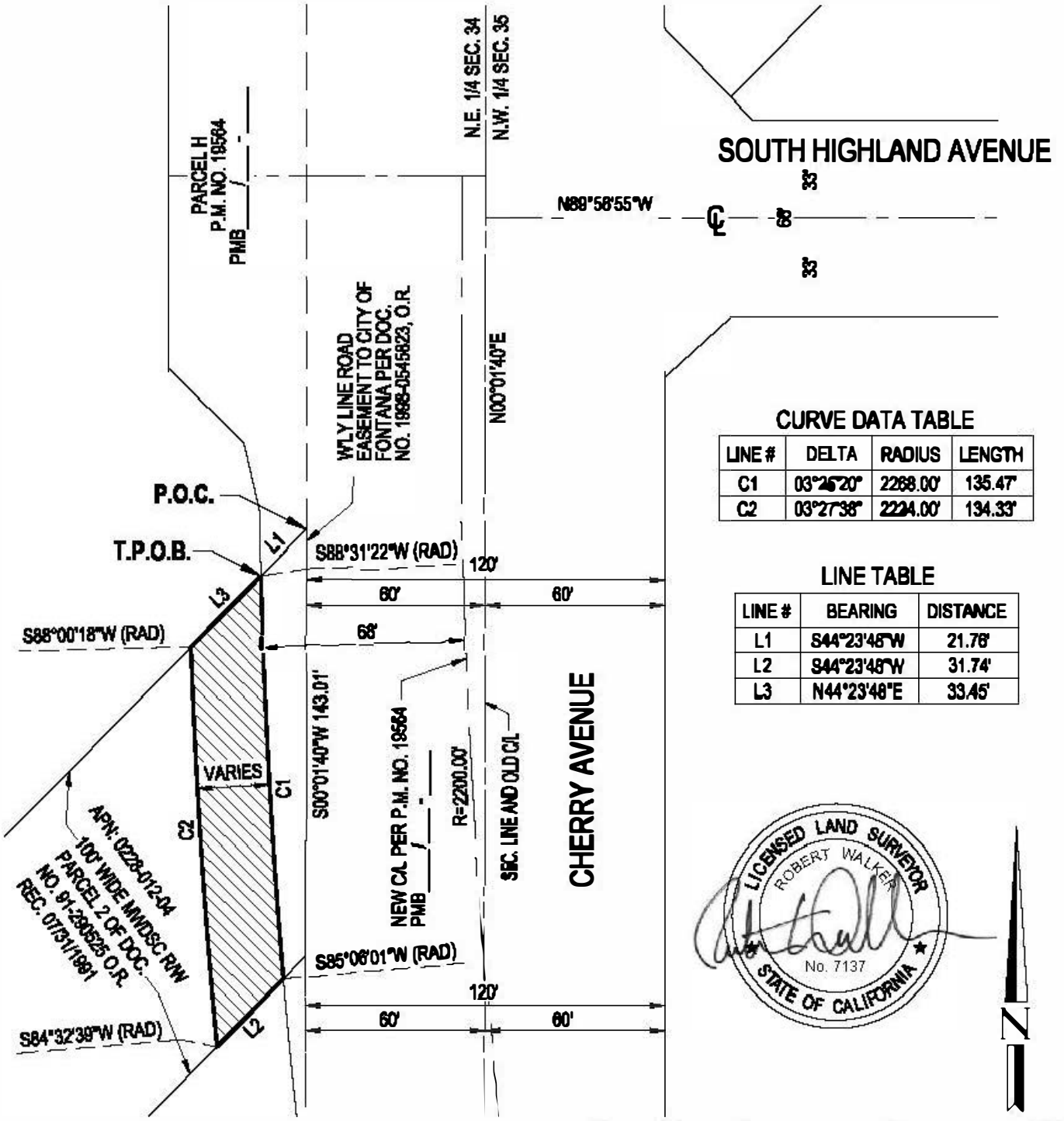
ROBERT WALKER, L.S. 7137

12/19/2025
DATE

EXHIBIT "B-1"

DEED PLAT

IN THE NORTHEAST QUARTER OF SECTION 34, T. 1 N., R. 6 W., S.B.M.
IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO,
STATE OF CALIFORNIA



CURVE DATA TABLE

LINE #	DELTA	RADIUS	LENGTH
C1	03°26'20"	2268.00'	135.47'
C2	03°27'38"	2224.00'	134.33'

LINE TABLE

LINE #	BEARING	DISTANCE
L1	S44°23'48"W	21.76'
L2	S44°23'48"W	31.74'
L3	N44°23'48"E	33.45'

LICENSED LAND SURVEYOR
ROBERT WALKER
No. 7137
STATE OF CALIFORNIA

LEGEND:

P.O.C. = POINT OF COMMENCEMENT
T.P.O.B. = TRUE POINT OF BEGINNING
= TEMPORARY CONSTRUCTION EASEMENT AREA (3,259 S. FOR 0.075 AC.)

Sheet ____ of ____
City Index No. _____

EXHIBIT "A-2"
LEGAL DESCRIPTION

THOSE PORTIONS OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ALSO BEING A PORTION OF THAT CERTAIN 100.00-FOOT WIDE STRIP OF LAND PER GRANT DEED TO METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA RECORDED NOVEMBER 8, 1991, AS DOCUMENT NO. 91-427275 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

PARCEL A

COMMENCING AT THE CENTER OF SECTION 34 AND THE CENTERLINE INTERSECTION OF BANANA AVENUE (30.00 FOOT WESTERLY HALF-WIDTH) AND VICTORIA STREET (37.00 FOOT NORTHERLY HALF WIDTH AND 45.00 FOOT SOUTHERLY HALF WIDTH) AS SHOWN ON PARCEL MAP NO. 19564 FILED IN BOOK _____, PAGES _____ THROUGH _____, INCLUSIVE, OF PARCEL MAPS, RECORDS OF SAN BERNARDINO COUNTY;

THENCE ALONG SAID CENTERLINE OF VICTORIA STREET, NORTH 89°37'44" EAST, 345.05 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1,446.00 FEET;

THENCE CONTINUING ALONG SAID CENTERLINE OF VICTORIA STREET, EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°09'31" AN ARC DISTANCE OF 559.23 FEET TO THE NORTHWESTERLY LINE OF SAID 100.00-FOOT WIDE STRIP OF LAND DESCRIBED IN DOCUMENT NO. 91-427275, HEREINAFTER REFERRED TO AS POINT "A".

THENCE ALONG SAID NORTHWESTERLY LINE, NORTH 44°23'48" EAST, 39.99 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF VICTORIA STREET, AND THE **TRUE POINT OF BEGINNING OF PARCEL A**;

THENCE CONTINUING ALONG SAID NORTHWESTERLY LINE OF DOCUMENT NO. 91-427275, NORTH 44°23'48" EAST, 23.70 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, CONCENTRIC WITH AND 59.00 FEET NORTHEASTERLY OF SAID CENTERLINE OF VICTORIA STREET, HAVING A RADIUS OF 1,505.00 FEET, A RADIAL LINE THROUGH THE BEGINNING OF SAID CURVE BEARING NORTH 22°43'11" EAST;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°02'36" AN ARC DISTANCE OF 106.21 FEET TO THE SOUTHEASTERLY LINE OF SAID 100.00-FOOT WIDE STRIP OF LAND DESCRIBED IN DOCUMENT NO. 91-427275;

THENCE ALONG SAID SOUTHEASTERLY LINE, SOUTH 44°23'48" WEST, 23.10 FEET TO SAID NORTHEASTERLY RIGHT OF WAY LINE OF VICTORIA STREET, THE BEGINNING OF A NON-TANGENT CURVE CONCENTRIC WITH AND 37.00 FEET NORTHEASTERLY OF SAID CENTERLINE OF VICTORIA STREET, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1,483.00 FEET, A RADIAL LINE THROUGH THE BEGINNING OF SAID CURVE BEARING NORTH 26°29'34" EAST;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°06’41” AN ARC DISTANCE OF 106.41 FEET TO THE **TRUE POINT OF BEGINNING OF PARCEL A**.

CONTAINING 2,339 SQUARE FEET (0.054 ACRES), MORE OR LESS.

PARCEL B

COMMENCING AT ABOVE DESCRIBED POINT “A”;

THENCE ALONG SAID NORTHWESTERLY LINE OF THE 100.00-FOOT WIDE STRIP OF LAND DESCRIBED IN DOCUMENT NO. 91-427275, SOUTH 44°23’48” WEST, 48.88 FEET TO THE **TRUE POINT OF BEGINNING OF PARCEL B** ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF VICTORIA STREET, THE BEGINNING OF A NON-TANGENT CURVE CONCENTRIC WITH AND 45.00 FEET SOUTHWESTERLY OF SAID CENTERLINE OF VICTORIA STREET, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1,401.00 FEET, A RADIAL LINE THROUGH THE BEGINNING OF SAID CURVE BEARING NORTH 21°01’08” EAST;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°23’14” AN ARC DISTANCE OF 107.27 FEET TO SAID SOUTHEASTERLY LINE OF THE 100.00-FOOT WIDE STRIP OF LAND DESCRIBED IN DOCUMENT NO. 91-427275;

THENCE ALONG SAID SOUTHEASTERLY LINE, SOUTH 44°23’48” WEST, 21.17 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCENTRIC WITH AND 20.00 FEET SOUTHWESTERLY OF SAID SOUTHWESTERLY RIGHT OF WAY LINE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1,381.00 FEET, A RADIAL LINE THROUGH THE BEGINNING OF SAID CURVE BEARING NORTH 25°07’13” EAST;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°27’38” AN ARC DISTANCE OF 107.51 FEET TO SAID NORTHWESTERLY LINE OF THE 100.00-FOOT WIDE STRIP OF LAND DESCRIBED IN DOCUMENT NO. 91-427275;

THENCE ALONG SAID NORTHWESTERLY LINE, NORTH 44°23’48” EAST, 21.82 FEET TO THE **TRUE POINT OF BEGINNING OF PARCEL B**.

CONTAINING 2,148 SQUARE FEET (0.049 ACRES), MORE OR LESS.

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

PREPARED BY ME OR UNDER MY DIRECT SUPERVISION:

ROBERT WALKER, L.S. 7137

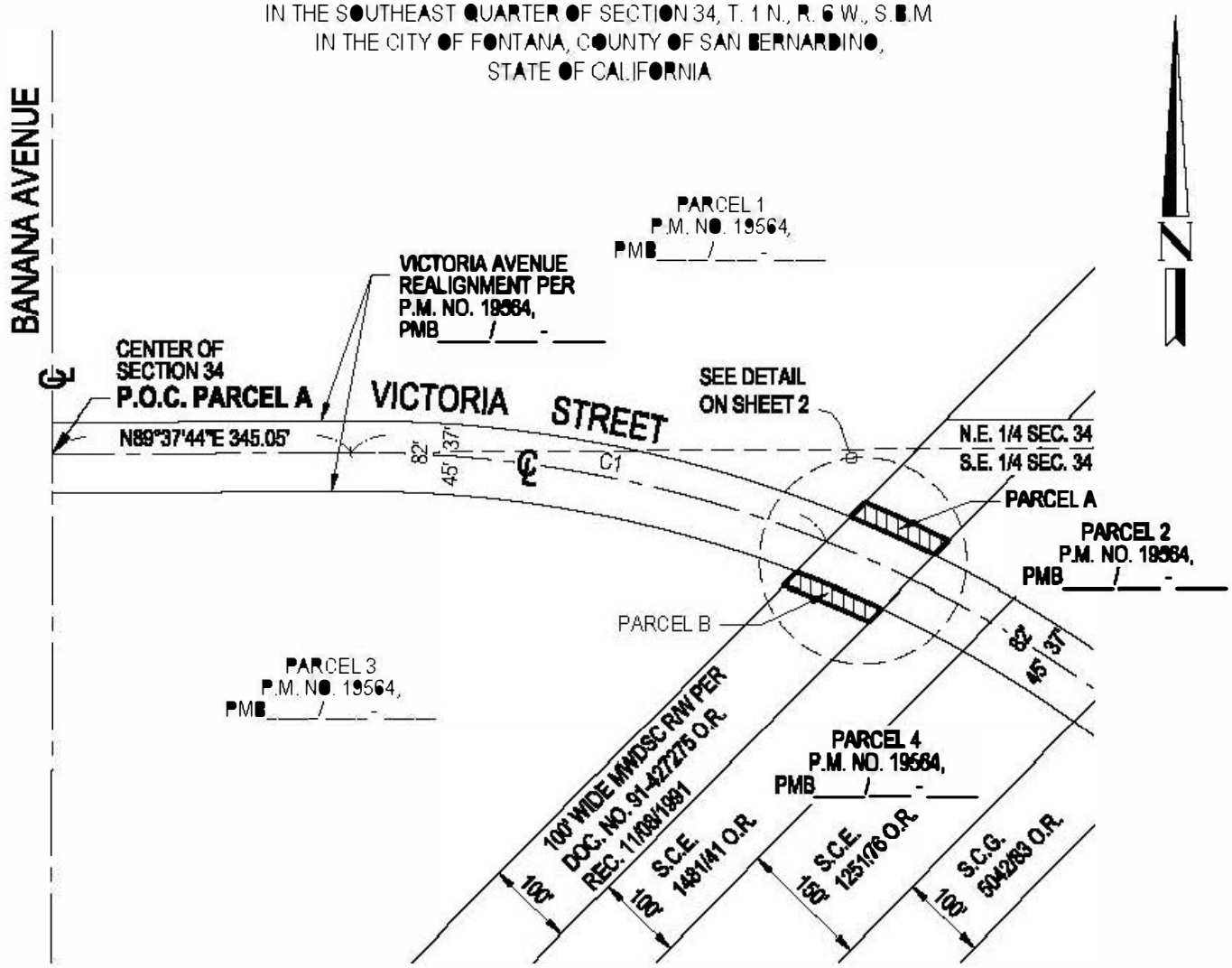
12/19/2025
DATE

Sheet ____ of ____
City Index No.

EXHIBIT "B-2"

DEED PLAT

IN THE SOUTHEAST QUARTER OF SECTION 34, T. 1 N., R. 6 W., S.B.M
IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO,
STATE OF CALIFORNIA



CURVE DATA TABLE

LINE #	DELTA	RADIUS	LENGTH
C1	22°09'31"	1446.00'	559.23'

LICENSED LAND SURVEYOR
ROBERT WALKER
No. 7137
STATE OF CALIFORNIA

200 100 0 200 400

SCALE: 1" = 200'

LEGEND:

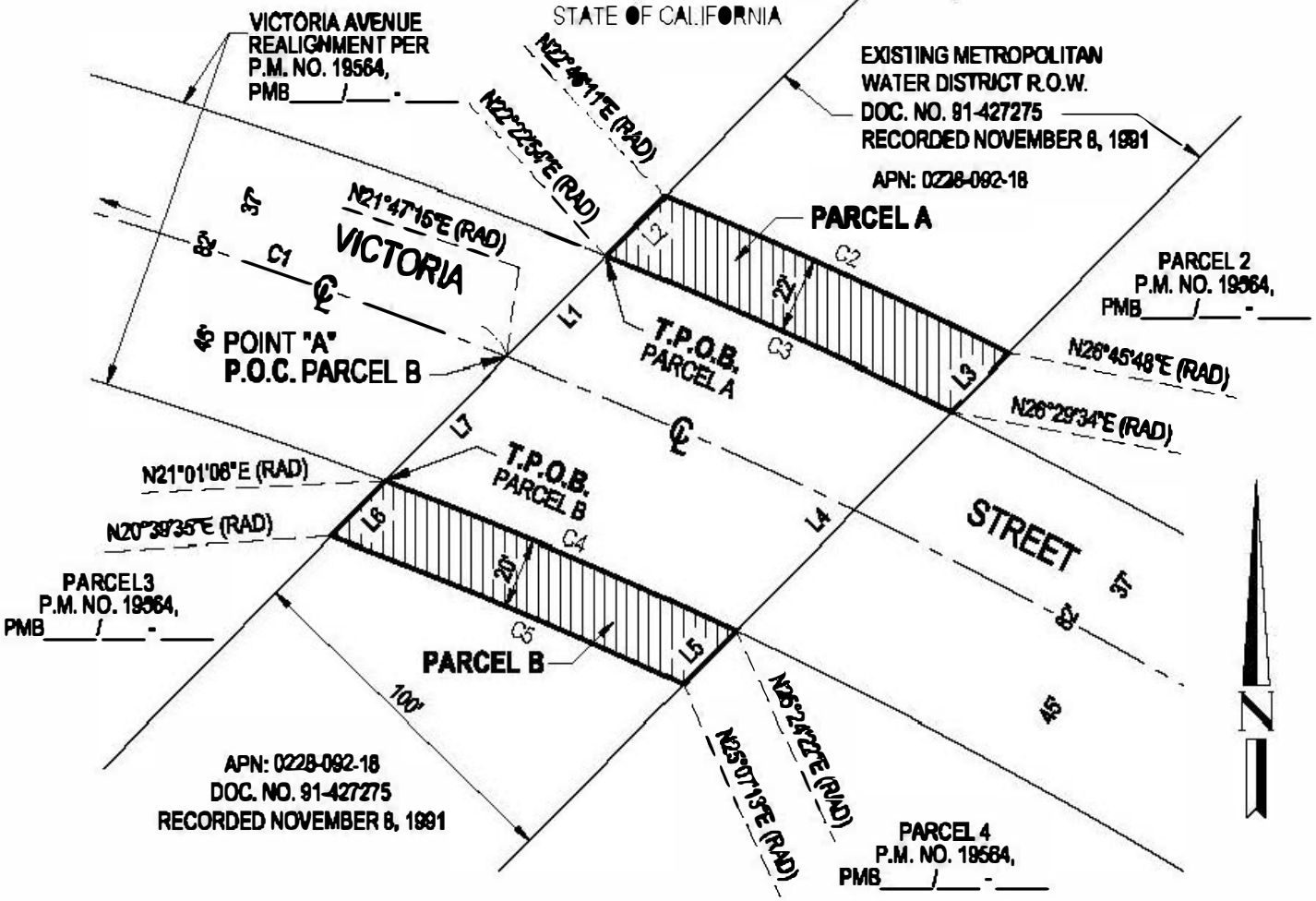
P.O.C. = POINT OF COMMENCEMENT
T.P.O.B. = TRUE POINT OF BEGINNING

= TEMPORARY CONSTRUCTION EASEMENT AREA
PARCEL A (2,339 S.F. OR 0.054 AC.)
PARCEL B (2,148 S.F. OR 0.049 AC.)

Sheet ____ of ____
City Index No._____

EXHIBIT "B-2"
DEED PLAT

IN THE SOUTHEAST QUARTER OF SECTION 34, T. 1 N., R. 6 W., S.B.M
IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO,
STATE OF CALIFORNIA



LINE TABLE

LINE #	BEARING	DISTANCE
L1	N44°23'48"E	39.99'
L2	N44°23'48"E	23.70'
L3	S44°23'48"W	23.10'
L4	S44°23'48"W	86.44'
L5	S44°23'48"W	21.17'
L6	N44°23'48"E	21.82'
L7	S44°23'48"W	48.88'

CURVE DATA TABLE

LINE #	DELTA	RADIUS	LENGTH
C1	22°09'31"	1446.00'	559.23'
C2	04°02'36"	1505.00'	106.21'
C3	04°06'41"	1463.00'	106.41'
C4	04°23'14"	1401.00'	107.27'
C5	04°27'38"	1361.00'	107.51'

LICENSED LAND SURVEYOR
ROBERT WALKER
No. 7137
STATE OF CALIFORNIA

50 25 0 50 100
SCALE: 1" = 50'

LEGEND:

T.P.O.B. = TRUE POINT OF BEGINNING

= TEMPORARY CONSTRUCTION EASEMENT AREA
PARCEL A (2,339 S.F. OR 0.054 AC.)
PARCEL B (2,148 S.F. OR 0.049 AC.)

Sheet ____ of ____
City Index No._____

EXHIBIT "A-3"

TEMPORARY CONSTRUCTION EASEMENT
CHERRY AVENUE & S. HIGHLAND AVENUE

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 1 NORTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ALSO BEING A PORTION OF PARCEL 1 OF THE GRANT DEED TO METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA RECORDED JULY 31, 1991 AS DOCUMENT NO. 91-290525 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF CHERRY AVENUE (60.00 FEET EASTERLY HALF WIDTH PER DOC. NO. 1536 RECORDED AUGUST 31, 1979 IN BOOK 9762 PAGE 2449 OF OFFICIAL RECORDS IN SAID COUNTY RECORDER'S OFFICE) WITH THE SOUTHEASTERLY LINE OF SAID PARCEL PER DOCUMENT NO. 91-290525; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, ALONG SAID SOUTHEASTERLY LINE, NORTH 44°23'48" EAST, 26.44 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCENTRIC WITH AND 86.00 FEET EASTERLY OF THE NEW CENTERLINE OF CHERRY AVENUE PER PARCEL MAP NO. 19564 FILED IN BOOK _____, PAGES _____ THROUGH _____, INCLUSIVE OF PARCEL MAPS, IN SAID COUNTY RECORDER'S OFFICE, CONCAVE EASTERLY HAVING A RADIUS OF 2,114.00 FEET, A RADIAL LINE THROUGH THE BEGINNING OF SAID CURVE BEARING SOUTH 88°47'46" WEST, AND THE **TRUE POINT OF BEGINNING**;

THENCE DEPARTING SAID SOUTHEASTERLY LINE, NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°20'18" AN ARC DISTANCE OF 12.48 FEET;

THENCE NORTH 13°48'02" EAST, 19.04 FEET;

THENCE NORTH 44°50'35" EAST, 14.56 FEET;

THENCE NORTH 75°59'50" EAST, 10.31 FEET;

THENCE SOUTH 00°03'05" WEST, 14.19 FEET;

THENCE SOUTH 13°48'02" WEST, 6.19 FEET TO SAID SOUTHEASTERLY LINE OF DOCUMENT NO. 91-290525;

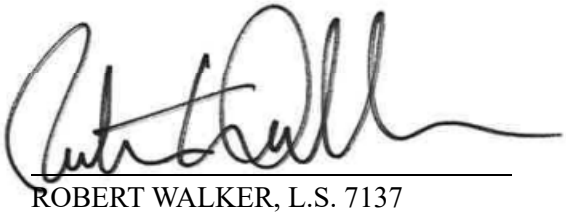
THENCE ALONG SAID SOUTHEASTERLY LINE, SOUTH 44°23'48" WEST, 33.02 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 582 SQUARE FEET (0.013 ACRES), MORE OR LESS;

Sheet ____ of ____
City Index No. ____

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

PREPARED BY ME OR UNDER MY DIRECT SUPERVISION:



ROBERT WALKER, L.S. 7137

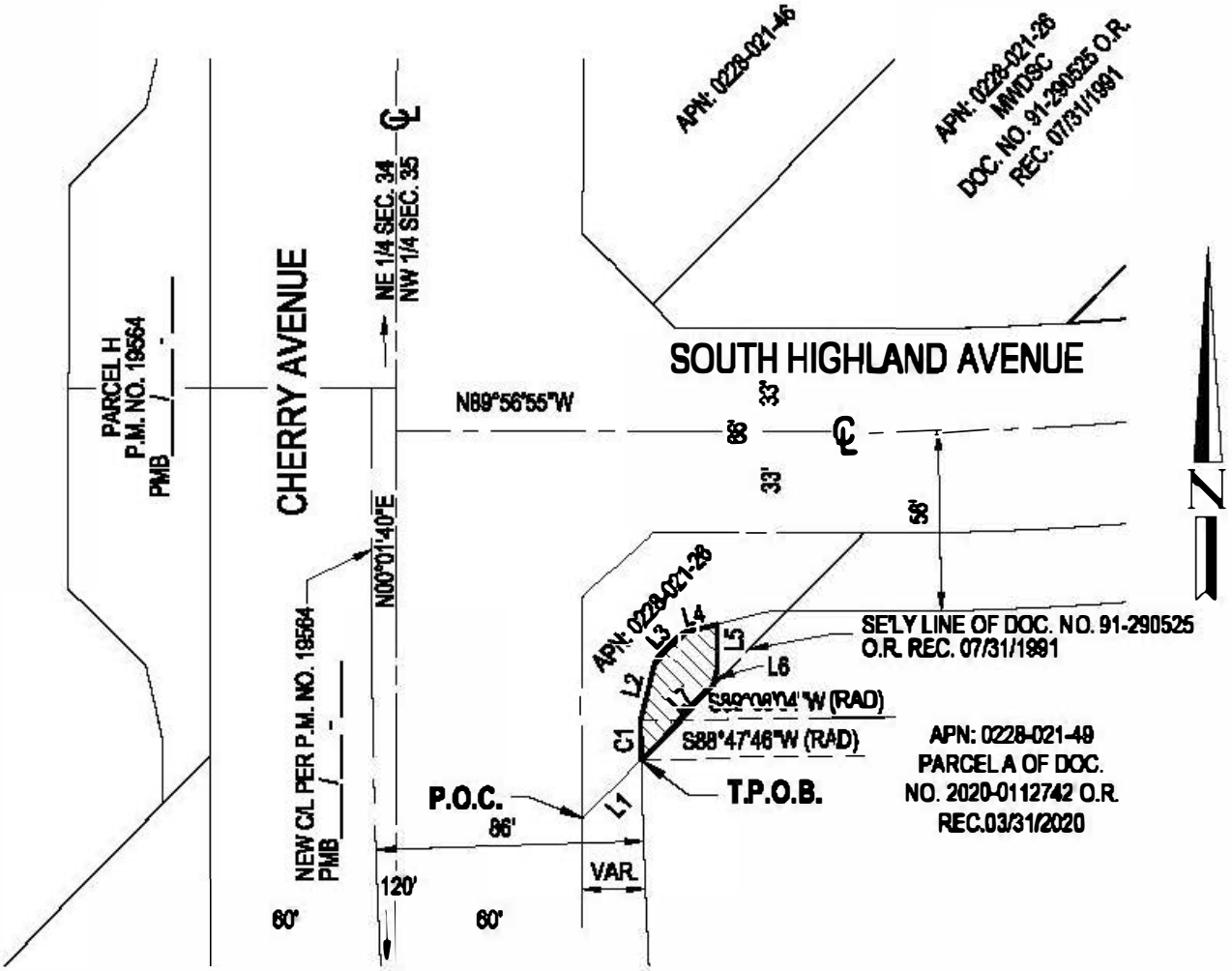
01/08/2026

DATE

Sheet ____ of ____
City Index No. ____

EXHIBIT "B-3"

IN THE NORTHWEST QUARTER OF SECTION 35, T. 1 N., R. 6 W., S.B.M.
IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO,
STATE OF CALIFORNIA



LEGEND:

P.O.C. = POINT OF COMMENCEMENT
T.P.O.B. = TRUE POINT OF BEGINNING

= TEMPORARY CONSTRUCTION EASEMENT AREA
((583 S.F. OR 0.013 AC.)

60 30 0 60 120

SCALE: 1" = 60'

LICENSED LAND SURVEYOR
ROBERT WALKER
No. 7137
STATE OF CALIFORNIA

LINE TABLE

LINE #	BEARING	DISTANCE
L1	N44°23'48"E	26.44'
L2	N13°48'02"E	19.04'
L3	N44°50'35"E	14.58'
L4	N75°59'50"E	10.31'
L5	S00°03'05"W	14.19'
L6	S13°48'02"W	6.19'
L7	S44°23'48"W	33.02'

CURVE DATA TABLE

LINE #	DELTA	RADIUS	LENGTH
C1	00°20'18"	2114.00'	12.48'

Sheet ____ of ____
City Index No. ____

CERTIFICATE OF ACCEPTANCE
GRANT OF TEMPORARY CONSTRUCTION EASEMENT

This is to certify that the interest in the real property conveyed by the Grant of Temporary Construction Easement (Assessor Parcel Nos. 0228-012-04, 0228-092-18, 0228-021-26) dated _____ from **THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, ("GRANTOR")** to the **CITY OF FONTANA, A MUNICIPAL CORPORATION ("GRANTEE")**, is hereby accepted by the undersigned on behalf of the undersigned officer pursuant to authority conferred by Resolution 91-152 of the City Council adopted July 16, 1991; and the GRANTEE consents to recordation thereof by its duly authorized officer.

_____ _____

Date **Gia Kim**
Public Works Director/City Engineer