

**AGREEMENT FOR POSSESSION AND USE  
(Right of Entry)**

This Agreement for Possession and Use (“Agreement”) is made and dated for reference purposes as of the date set forth below, by and between The Metropolitan Water District of Southern California (“Owner”), and the City of Fontana, a Municipal Corporation (“City”) concerning the *Building a Better Connected Inland Empire Project* (“Project”), which will result in the construction of certain roadway and other public improvements in the City of Fontana. .

Recitals

WHEREAS, Owner is the owner of certain vacant real property located within the Project area along Victoria Avenue and Cherry Avenue and identified as County of San Bernardino County Assessor’s numbers 0228-012-04, 0228-092-18, and 0228-021-26 (“Property”);

WHEREAS, the Project requires the City’s acquisition of interests in the Property which are more particularly described on the attached Exhibits "A-1" through "A-3" and depicted on the attached Exhibits “B-1” through “B-3” (collectively, the “Interests”);

WHEREAS, City requires immediate possession of the Interests to construct the Project; and

WHEREAS, the Parties acknowledge and agree that any delay in the start of construction of the Project is contrary to public interest; and

WHEREAS, Owner is willing to allow City to obtain immediate possession of the Interests based upon the terms below;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other consideration, receipt and sufficiency of which the parties hereby acknowledge, City and the Owner (collectively, the “Parties”) agree as follows:

Possession

1. Owner, and each of its successors and assigns, hereby irrevocably grant to City, its employees, contractors, agents, and all others deemed necessary by City the irrevocable right to exclusive possession and use of the Interests for the construction of the Project including the right to remove and dispose of improvements therein located.

2. In consideration for this irrevocable grant of possession and use, City will tender into Escrow the sum of **Three Hundred Sixty Four Thousand Eight Hundred Dollars (\$364,800)** as set forth below.

#### Escrow

3. This transaction will be handled through an escrow with Commonwealth Title and Escrow, Escrow No. \_\_\_\_\_ (“Escrow”). City shall pay all Escrow fees incurred in this transaction.

4. Within 5 days following the opening of Escrow, City will deposit the amount of Three Hundred Sixty Four Thousand Eight Hundred Dollars (\$364,800) with Escrow. Owner shall not be entitled to receive any proceeds from Escrow until:

- a. All holders of liens, encumbrances and interests affected by the acquisition of the Interests have received full payment for all principal and interest due to them and have either executed a reconveyance of their interests in the Property, or have waived their right to compensation for City’s acquisition of the interests and have consented to payment to Owner; and
- b. City has acknowledged in writing that it concurs that all other parties having interests in the Parcel have received full payment or have consented to Owner’s withdrawal.

5. This Escrow shall remain open until either a final settlement, or until termination of this Agreement. Any sum disbursed to the Owner from this Escrow shall be deducted from the ultimate amount received by Owner, or its successors or assigns, as a result of any settlement.

#### Effective Date

6. This Agreement is effective as of the date that it is fully executed by all parties (the “Effective Date”). From and after the Effective Date, Owner will not voluntarily assign, sell, encumber or otherwise transfer all or any portion of its interest in the Interests without first obtaining the prior written consent of City.

#### Just Compensation and Appraisal

7. The amount deposited into and any payment from Escrow as a result of this Agreement shall be equivalent to a deposit and payment under California Code of Civil Procedure section 1255.010. The use at trial of such deposit or withdrawal, including but not limited to the appraisal or appraisal summary statement upon which the deposit was based, shall be governed by Code of Civil Procedure section 1255.060.

No Revocation; Binding Upon Heirs; Covenants Run With the Land

8. The promises, obligations, and rights conveyed to herein (i) may not be unilaterally revoked by Owner, (ii) are binding upon and inure to the benefit of and upon the Parties, their respective heirs, executors, administrators, successors, assigns, devisees, representatives, lessees and all other persons acquiring any portion of or interest in the Interests, or any interest therein whether by operation of law or any manner whatsoever, and (iii) are covenants running with the land pursuant to applicable law, including but not limited to Section 1468 of the Civil Code of the State of California.

Taxes

9. Owner agrees to continue to submit payment, when due, to the County tax collector for all taxes and special assessments on the Property that are due. After the date title of the Interests transfers to City, City will request that the County tax collector readjust taxes and/or special assessments for the period from the date of possession to the date title of the Interests transferred to City. After the tax adjustment request is made by City, Owner may file a claim with the County tax collector for a refund of any tax overpayment. Notwithstanding any other provision of this Agreement, no cancellation shall be made of all or any portion of any taxes that were due prior to the date of possession but which were unpaid; Escrow shall pay in a timely manner all delinquent property taxes due from the sums deposited into Escrow.

Eminent Domain Proceedings

10. This agreement is made with the understanding that City will continue to negotiate in good faith with Owner to acquire the Interests by direct purchase without the need for the filing of an eminent domain action. It is further understood that in the event a settlement is not reached within ninety (90) days of the execution of this Agreement, that City may file its complaint in eminent domain to condemn the Parcel.

11. If City begins proceedings in eminent domain, it is understood and agreed that this Agreement shall continue in effect either until a settlement is reached or a Final Order of Condemnation is issued by the court pursuant to Section 1268.030 of the California Code of Civil Procedure in regard to the Interests, or the Agreement is terminated by City, whichever comes first.

Waiver Of Challenges To Right To Take;  
Admission Of Public's Interest, Necessity And Use

12. Owner waives in any eminent domain proceeding filed by City any right it may have to challenge City's right to possess and use the Interests as set forth herein, and the only issue in said eminent domain proceeding shall be the amount of just compensation for the property Interests.

13. By granting this irrevocable right to possession and use of the Interests to City, Owner hereby expressly waives its right to appear and be heard before City's City Council and hereby stipulates to the truth of the matters listed below:

- a. The public interest and necessity require the Project.
- b. The Project is planned or located in the manner that will be more compatible with the greatest public good and the least private injury.
- c. The Interests sought to be acquired are necessary for the Project.
- d. An offer in compliance with Government Code section 7267.2 has been made to Owner.

#### Refund

14. In the event the ultimate amount of any settlement, award, or verdict in any eminent domain action is less than the total of the sums paid into Escrow and withdrawn by Owner pursuant to this Agreement, Owner shall refund the difference including interest to City. Interest shall be calculated pursuant to Section 1268.350 of the Code of Civil Procedure.

#### Date of Valuation

15. The date of valuation for determining the amount of just compensation for the Interests in any eminent domain proceeding shall be the date on which City is authorized to take actual possession of said Interests pursuant to this Agreement and not any other date.

#### Interest

16. Compensation awarded in an eminent domain proceeding shall draw interest as prescribed in sections 1268.310 *et seq.* of the Code of Civil Procedure. Owner shall be entitled to receive interest on any sum received as compensation for the Interests, whether pursuant to this Agreement, a subsequent settlement or court judgment, beginning on the date City takes possession of the Interests pursuant to this Agreement and ending on the earliest of the dates as provided in Code of Civil Procedure section 1268.320.

#### Hazardous Materials

17. If any hazardous materials are present within the area of the Interests on the date City takes possession of the Interests, Owner shall be responsible for and bear the entire cost of all removal, disposal, clean-up and decontamination which may be required because of these hazardous materials. Owner shall further hold City, its officers and employees harmless from all responsibility, liability and claims for damages to

persons or property resulting from the existence or use of hazardous materials which are present on the Interests on the date City takes possession under this Agreement.

#### Abandonment

18. City reserves the right to unilaterally terminate this Agreement at any time, and City reserves the right to abandon the eminent domain proceeding in whole or in part at any time after the commencement of the proceeding in eminent domain.

#### Successors In Interest

19. This Agreement shall also extend to, inure to the benefit of, and bind the heirs, devisees, executors, administrators, legal representatives, successors, and assigns of the parties. Any amounts disbursed to Owner pursuant to this Agreement shall be deemed to have been disbursed to the heirs, devisees, executors, administrators, legal representatives, successors, and assigns of the Owner.

#### Memorandum Of Agreement

20. Upon request by City, Owner agrees to execute and City shall record a memorandum of this Agreement.

#### Authority to Execute and Bind

21. The undersigned warrants that he/she/it is the authorized signatory of the Owner as to the Interests and are authorized to provide this irrevocable right to possession to City and do so on behalf of parties having an ownership or possessory interest in the Interests.

#### Entire Agreement; Severability; Amendments; Counterparts

22. This Agreement reflects the entire agreement between the Parties and shall supersede all prior or contemporaneous oral or written understandings, statements, representations or promises between the Parties concerning the matters contained herein. This Agreement may only be amended by written agreement, executed by all Parties.

23. In case any part, term, portion or provision of this Agreement is determined to be illegal, invalid or unenforceable, the remaining parts, terms, portions and provisions shall remain valid, enforceable, and in full force and effect.

24. This Agreement has been negotiated in good faith and each party warrants and represents that in executing this Agreement, they are not relying upon any representation, promise, inducement or statement made in negotiation that has not been included in the terms of this Agreement.

25. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Possession

26. City is hereby authorized to take possession of the Interests upon the date that City tenders the amount of \$364,800 into Escrow.

**IN WITNESS WHEREOF the parties have executed this Agreement the day and year set forth below.**

“CITY”

CITY OF FONTANA  
a Municipal Corporation

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Matthew C. Ballantyne  
City Manager

“OWNER”

The Metropolitan Water District  
of Southern California

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**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;

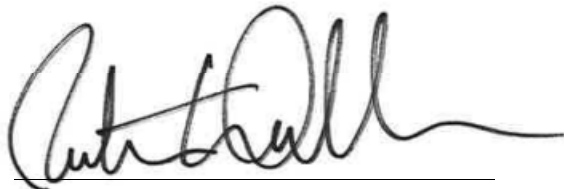
THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°25'20" AN ARC DISTANCE OF 135.47 FEET TO SAID NORTHWESTERLY LINE OF PARCEL 2 OF DOCUMENT NO. 91-290525;

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

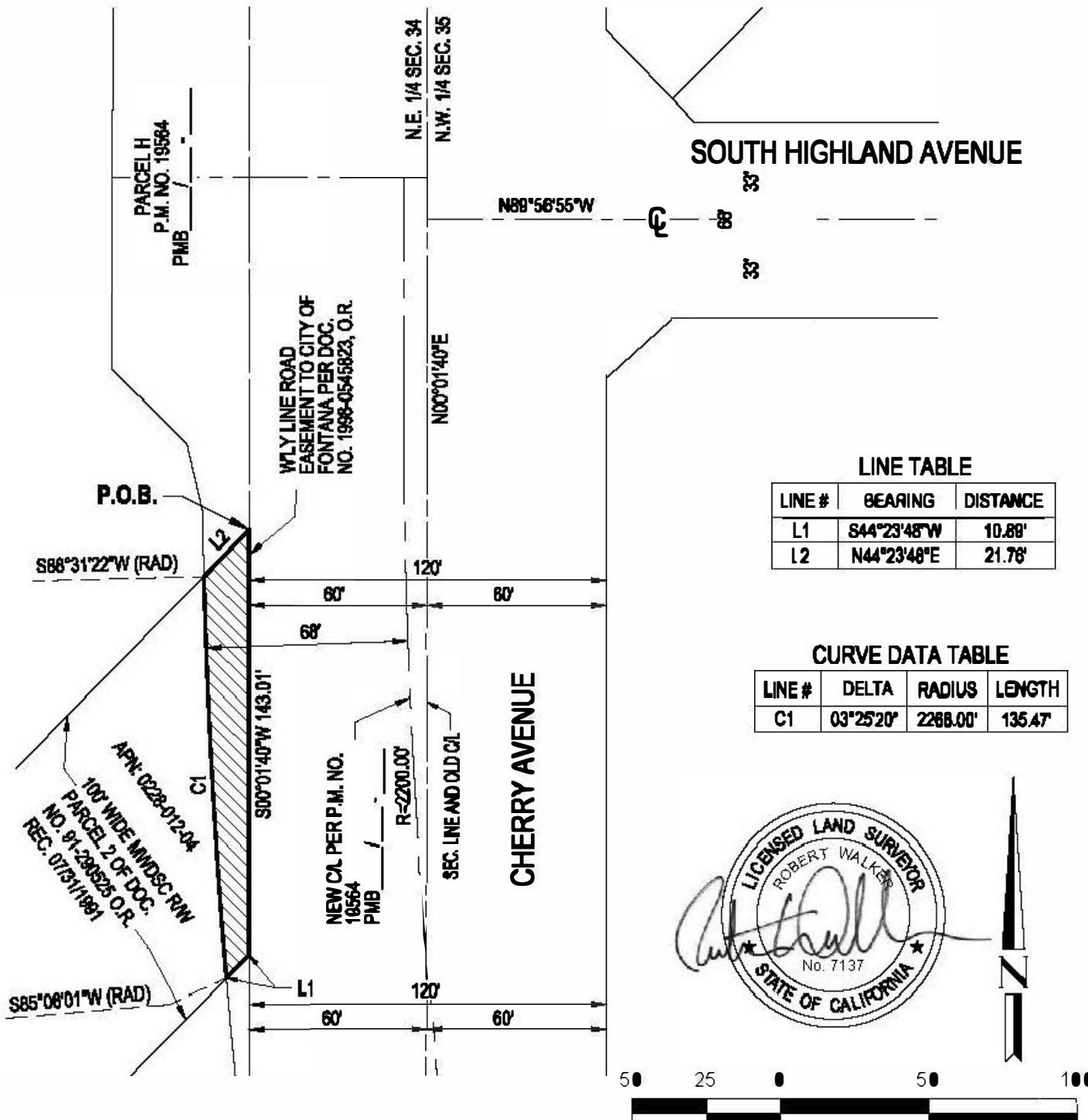
10/02/2025

DATE



# 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	10.88'
L2	N44°23'48"E	21.76'

**CURVE DATA TABLE**

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



SCALE: 1" = 50'

**LEGEND:**

- P.O.B. = POINT OF BEGINNING
- = DEDICATION EASEMENT AREA (1,724 S.F. OR 0.040 AC.)

Sheet \_\_\_\_ of \_\_\_\_  
City Index No. 6317

Drawing Name: P:\M\2\10000000\DEED\AN\11878\0228-012-04\_2 Parcel 2 of Doc. No. 91-288525\_11878.dwg  
Date: 04/22/2025 9:25:30 AM By: jsc

**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;

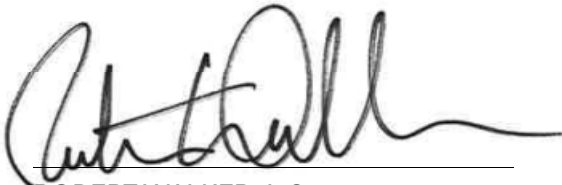
THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°23'14" AN ARC DISTANCE OF 107.27 FEET TO SAID NORTHWESTERLY LINE OF THE 100.00-FOOT WIDE STRIP OF LAND DESCRIBED IN DOCUMENT NO. 91-427275;

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:



Handwritten signature of Robert Walker in cursive script, positioned above a horizontal line.

ROBERT WALKER, L.S. 7137

10/02/2025

DATE







**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;

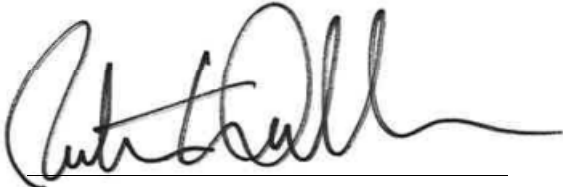
THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°20'18" AN ARC DISTANCE OF 12.48 FEET TO SAID SOUTHEASTERLY LINE OF DOCUMENT NO. 91-290525;

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

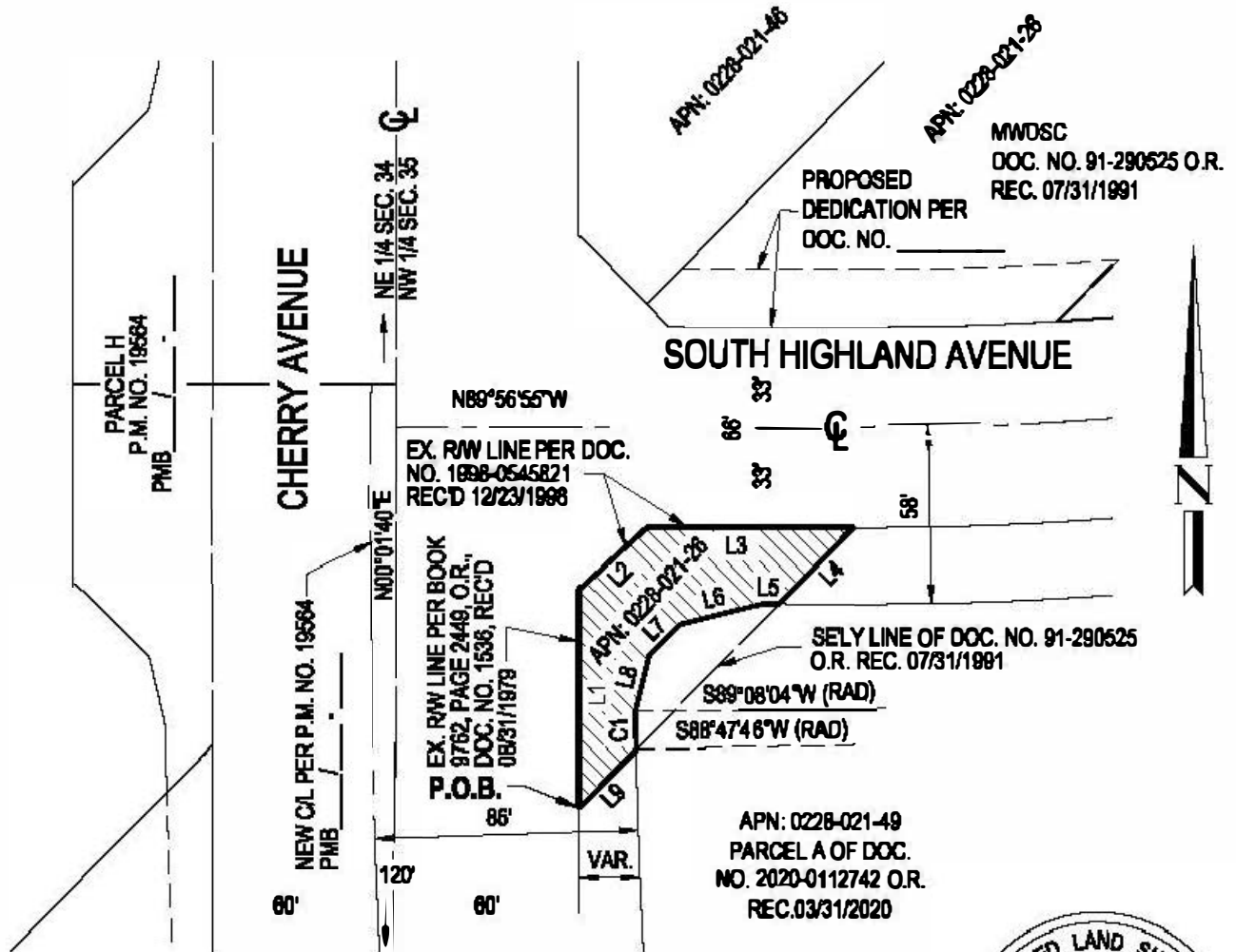
10/02/2025

DATE



# EXHIBIT "B-3" DEED PLAT

IN THE NORTHWEST QUARTER OF SECTION 35, T. 1 N., R. 6 W., S. 11 M.  
IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO,  
STATE OF CALIFORNIA



**LINE TABLE**

LINE #	BEARING	DISTANCE
L1	N00°01'40"E	71.71'
L2	N47°42'08"E	30.06'
L3	S89°58'56"E	67.70'
L4	S44°23'48"W	34.98'
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'

**LEGEND:**

P.O.B. = POINT OF BEGINNING

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



SCALE: 1" = 60'

**CURVE DATA TABLE**

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



Sheet \_\_\_\_ of \_\_\_\_  
City Index No. 6313

Drawing Name: P:\M\2020\0112742\A\EXHIBIT B-3\DWG\10-20-2020-0112742-02.dwg; Date: 10/20/2020 9:15am by: jsc

**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;

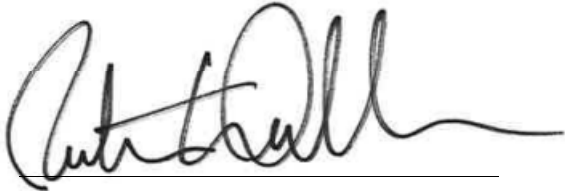
THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°27'38" AN ARC DISTANCE OF 134.33 FEET TO SAID NORTHWESTERLY LINE OF PARCEL 2 OF DOCUMENT NO. 91-290525;

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

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 "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:

**PARCELA**

**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;

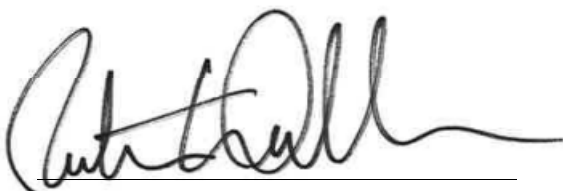
THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°27'38" AN ARC DISTANCE OF 107.51 FEET TO SAID NORTHWESTERLY LINE OF THE 100.00-FOOT WIDE STRIP OF LAND DESCRIBED IN DOCUMENT NO. 91-427275;

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



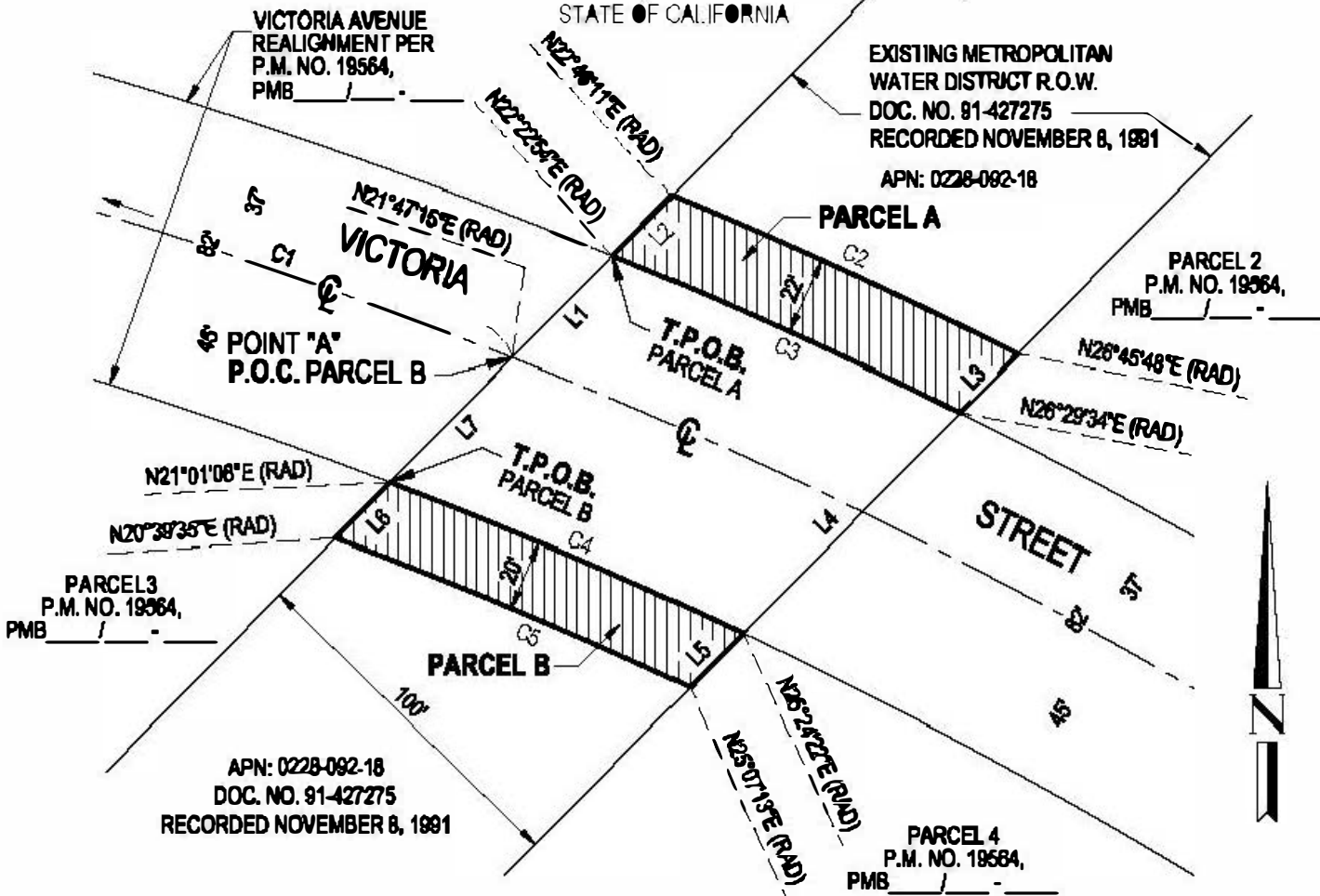


# EXHIBIT "B-2" DEED PLAT

PARCEL 1  
P.M. NO. 19564,  
PMB

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

EXISTING METROPOLITAN  
WATER DISTRICT R.O.W.  
DOC. NO. 81-427275  
RECORDED NOVEMBER 8, 1991  
APN: 0228-092-18



**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"	1448.00'	569.23'
C2	04°02'36"	1505.00'	108.21'
C3	04°08'41"	1483.00'	108.41'
C4	04°23'14"	1401.00'	107.27'
C5	04°27'38"	1381.00'	107.51'



SCALE: 1" = 50'

**LEGEND:**

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



= TEMPORARY CONSTRUCTION EASEMENT AREA  
PARCEL A (2,338 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 BERNARDIN MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDIN, 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;

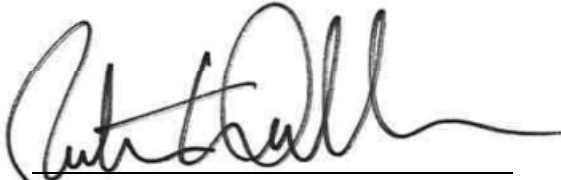
THENCE SOUTH 13°48'02" WEST, 6.19 FEET TO SAID SOUTHEASTERLY LINE OF DOCUMENT NO. 91-290525;

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;

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

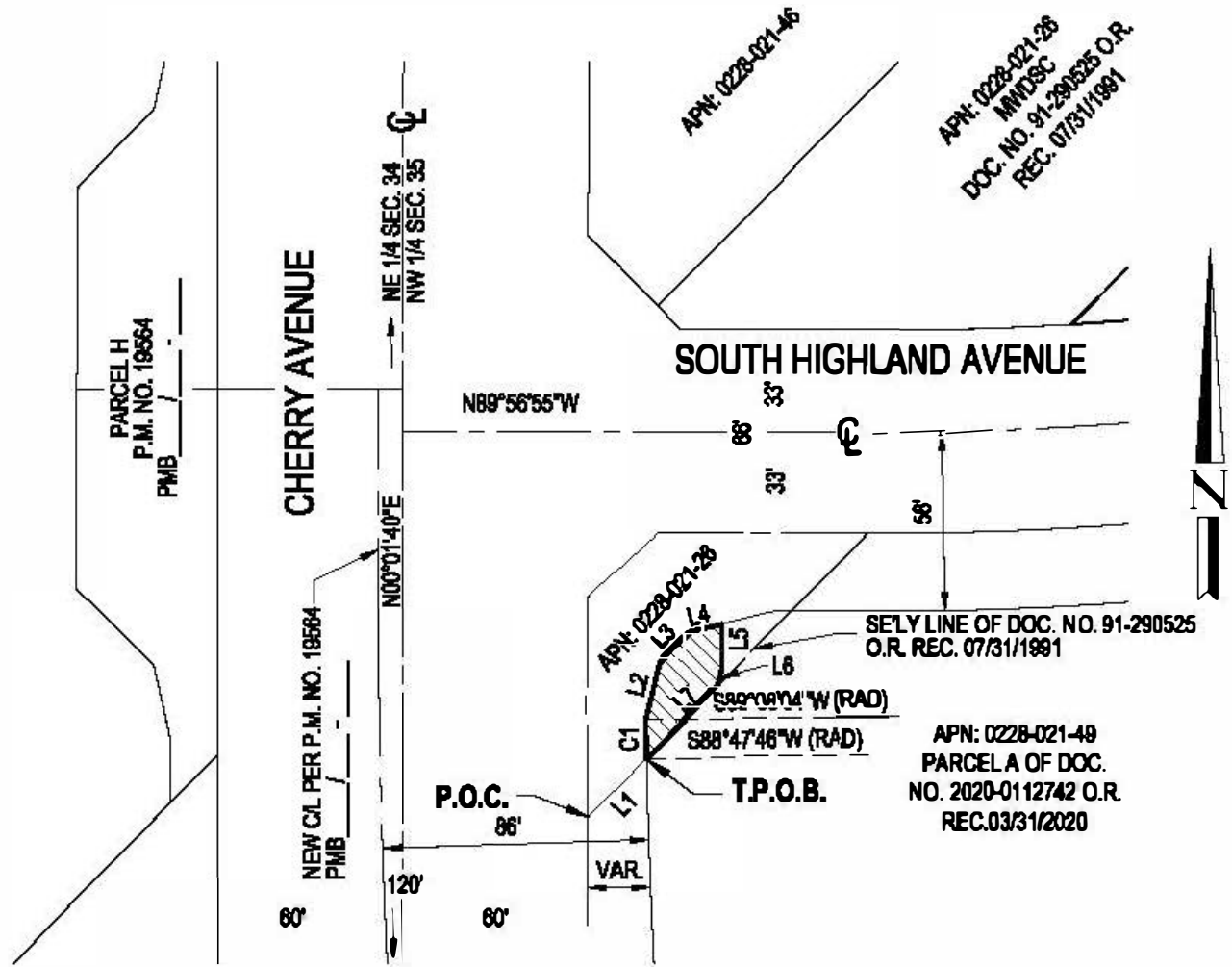
01/08/2026

DATE




# EXHIBIT "B-3"

IN THE NORTHWEST QUARTER OF SECTION 35, T. 1 N., R. 6 W., S. 11 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 (588.5 F. OR 0.013 AC.)



SCALE: 1" = 60'

**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°58'50"E	10.31'
L5	S00°03'05"W	14.19'
L6	S13°48'02"W	8.19'
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. \_\_\_\_