

EXHIBIT C

**RELINQUISHMENT AGREEMENT
(STATE HIGHWAY)**

This AGREEMENT, executed on and effective from _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

City of Chino, a municipal corporation of the State of California, referred to hereinafter as CITY.

RECITALS

1. CALTRANS and CITY, pursuant to California Streets and Highways Code Sections 73 & 383, are authorized to enter into a cooperative agreement in order to relinquish to CITY a portion of a State Highway within CITY's jurisdiction.
2. CALTRANS intends to relinquish to CITY that portion of State Route (SR) 83 from SR 71 to Riverside Drive as shown in Exhibit A-1 through A-5, which are attached to and made a part of this AGREEMENT, referred to hereinafter as RELINQUISHED FACILITIES. This relinquishment is based on Legislative Enactment. CITY is willing to accept said RELINQUISHED FACILITIES upon approval by the California Transportation Commission (CTC) of a Resolution of Relinquishment and CALTRANS's recording of said Resolution with the County Recorder's Office.
3. CALTRANS and CITY agree that RELINQUISHED FACILITIES are currently in a state of good repair. CALTRANS and CITY have negotiated an understanding that CITY will accept and assume full maintenance, ownership, responsibility, control and liability in perpetuity over the RELINQUISHED FACILITIES in exchange for the payment of \$15,885,000 or some other allocation made by the CTC that is deemed to be in the best interest of CALTRANS.
4. CALTRANS and CITY, individually referred to as PARTY and collectively referred to as PARTIES, herein intend to define the terms and conditions under which relinquishment of the RELINQUISHED FACILITIES is to be accomplished.

EXHIBIT C**SECTION I****CITY AGREES:**

1. Execution of this AGREEMENT constitutes CITY's waiver of CALTRANS's obligation to provide ninety (90) days prior notice of CALTRANS's "Intention to Relinquish" as set forth in Streets and Highways Code Section 73.
2. To accept the allocation determined by the CTC as CALTRANS' only payment obligation for the RELINQUISHED FACILITIES. CITY will invoice CALTRANS after the day of the funding approval by the CTC.
3. To accept ownership, including all of CALTRANS's current obligations, rights, title and interest in RELINQUISHED FACILITIES upon recordation of the CTC's Resolution of Relinquishment in the County Recorder's Office and to thereafter operate, maintain, and be liable for RELINQUISHED FACILITIES at no additional cost to CALTRANS.
4. To accept the RELINQUISHED FACILITIES in their current environmental condition and setting, including but not limited to, the presence of hazardous materials as described in the Environmental Disclosure Memo (EDM): Relinquishment Rel-#509-S dated April 2, 2025 and Caltrans CEQA Determination from Categorically Exempt (CE) dated January 23, 2025. CITY has received and reviewed a copy of the above-referenced EDM and CE. It is understood that within one year prior of the CTC date of approval of the resolution of relinquishment, CALTRANS will conduct a review of the above-referenced EDM and CE and if it determines that there is substantive or potentially substantive adverse change to the environment that did not exist at the time of the above-referenced EDM and CE, CALTRANS shall immediately notify CITY of said changes. If no substantive or potentially substantive adverse change to the environment is found to exist, acceptance of the relinquishment in its current environmental condition shall remain in effect. Copies of the above-referenced EDM and CE and any updates are available at the district environmental office. Upon recordation of the CTC's Resolution of Relinquishment in the County Recorder's Office, CALTRANS will not be responsible for any present or future remediation of said hazardous materials.

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SECTION II

CALTRANS AGREES:

1. To relinquish, upon the approval of the CTC's Resolution of Relinquishment, the RELINQUISHED FACILITIES.
2. To forward and support CITY's request to the CTC for the allocation of \$15,885,000, with the expectation that the CTC will determine that this or some other allocation is in the best interest of CALTRANS. CALTRANS agrees to pay CITY, within forty-five (45) days of funding approval by the CTC, the amount of \$15,885,000, or any other allocation approved by the CTC. The payment of those funds will represent CALTRANS' only payment obligation for the purpose of the RELINQUISHED FACILITIES.
3. To submit the CTC Resolution of Relinquishment to the County Recorder's Office for recording.
4. Upon recordation of this relinquishment and CITY's specific request, to transfer to CITY within sixty (60) days of such request, copies of available CALTRANS records and files for the RELINQUISHED FACILITIES, such as plans, survey data and right-of-way information.

SECTION III

IT IS MUTUALLY AGREED:

1. All portions of this AGREEMENT, including the Recitals section, are enforceable.
2. All CALTRANS' obligations and commitments under the terms of this AGREEMENT are subject to the appropriation of resources by the Legislature, State Budget Act authority, programming, and allocation of funds by the California Transportation Commission (CTC).
3. CALTRANS reserves the right to enter, at no cost to CALTRANS, the RELINQUISHED FACILITIES, to modify or add signage, drainage, and other improvements necessary for State Highway operations. CITY agrees to allow CALTRANS access to operate, maintain, add, remove, or modify CALTRANS' facilities retained in those RELINQUISHED FACILITIES through a no fee permit.

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4. CITY shall fully defend, indemnify and save harmless CALTRANS and all of its officers and employees from all claims, suits or actions related to environmental theories or assertions of liability, including but not limited to, claims or lawsuits related to the presence of hazardous materials as described in the EDM dated April 2, 2025 and CE dated January 23, 2025, provided that the actions, events, injuries, damages, or losses giving rise to any claims, suits or actions occurred on or arise after the date of the recordation of the CTC's Resolution of Relinquishment.
5. CALTRANS shall fully defend, indemnify and save harmless CITY and all of its officers and employees from all claims, suits or actions related to environmental theories or assertions of liability, including, but not limited to, claims or lawsuits related to the presence of hazardous materials as described in the EDM dated April 2, 2025 and CE dated January 23, 2025, provided that the actions, events, injuries, damages, or losses giving rise to any claims, suits or actions occurred or arose before the date of recordation of the CTC's Resolution of Relinquishment.
6. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority or jurisdiction conferred upon CITY under this AGREEMENT. It is understood and agreed that CITY, to the extent permitted by law, will defend, indemnify and save harmless CALTRANS and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
7. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify and save harmless CITY and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

EXHIBIT C

8. No alteration of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES hereto.
9. This AGREEMENT shall terminate upon recordation of the CTC's Resolution of Relinquishment for the RELINQUISHED FACILITIES in the County Recorder's Office and payment by CALTRANS of \$15,885,000 or any other allocation made by the CTC to CITY, except for those provisions which relate to indemnification, ownership, operation, and maintenance, which shall remain in effect until terminated or modified in writing by mutual agreement.

DRAFT

EXHIBIT C

CONTACT INFORMATION

The information provided below indicates the primary contact information for each PARTY to this AGREEMENT. PARTIES will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this AGREEMENT.

CITY OF CHINO

Project Manager: Alberto Espinoza, Deputy Director of Public Works/City Engineer

Phone Number: (909) 334-3428

E-mail: aespinoza@cityofchino.org

Billing Address: 13220 Central Avenue, Chino 91710

CALTRANS

Project Manager: Mohammed H. Rahman, Project Manager

Phone Number: (909) 501-9320

E-mail: mohammed.rahman@dot.ca.gov

EXHIBIT C**SIGNATURES**

PARTIES are authorized to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and hereby covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT. By signing below, the PARTIES each expressly agree to execute this AGREEMENT electronically.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

**STATE OF CALIFORNIA
DEPARTMENT OF
TRANSPORTATION****CITY OF CHINO**

By: _____
Catalino A. Pining III
District Director

By: _____
Dr. Linda Reich
City Manager

VERIFIED OF FUNDS & AUTHORITY:

By: _____
Hye Jin Lee, P.E.
Public Works Director

By: _____
Karem Evans
District Budget Manager (Acting)

Attest: _____
Natalie Gonzaga
City Clerk

By: _____
Attorney
Department of Transportation

By: _____
Fred Galante
City Attorney

EXHIBIT C

CERTIFIED AS TO FINANCIAL TERMS
AND POLICIES:

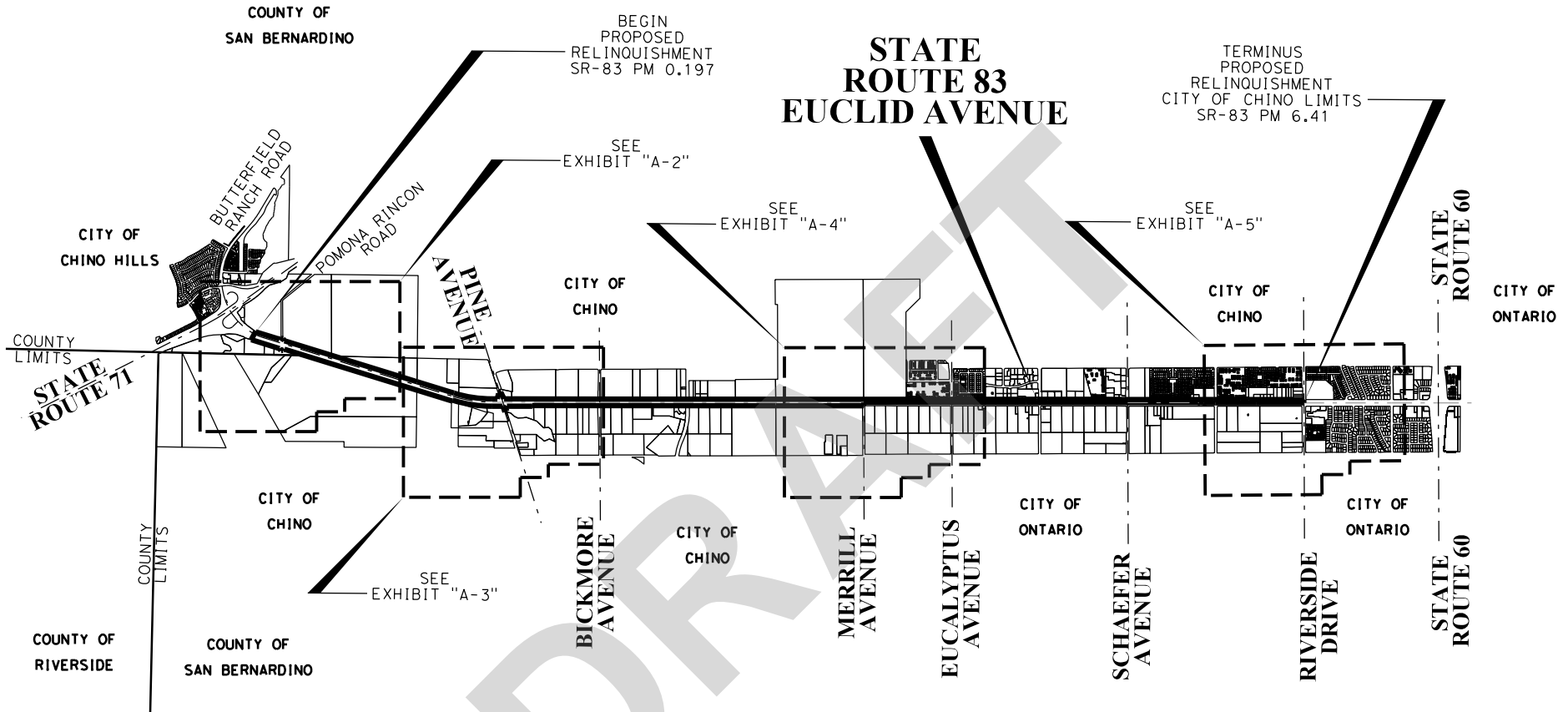
By: _____
Darwin Salmos
HQ Accounting Supervisor

DRAFT

EXHIBIT A-1



1" = 5000 FEET



RELINQUISHMENT NOTES

1. PINE AVENUE WAS RELINQUISHED AS SUPERSEDED SR-77A TO THE COUNTY OF SAN BERNARDINO PER REL NO. 88-S. SEE SHMBK 3, PGS 40-44 REC ON 2-16-1959. CTC RESOLUTION RECORDED AS O.R. BK 2921, PG 150 ON 9-3-1959 SBC RECORDS.
2. THIS RELINQUISHMENT IS SUBJECT TO THE FINAL DETERMINATION OF THE CITY OF CHINO LIMITS PER SBC LAFCO RECORDS

LEGEND

EXISTING
STATE R/W &
ACCESS CONTROL

PROPOSED
RELINQUISHMENT

STATE OF CALIFORNIA
CALIFORNIA STATE TRANSPORTATION AGENCY
DEPARTMENT OF TRANSPORTATION

EXHIBIT A-1 PROPOSED RELINQUISHMENT 509-S TO THE CITY OF CHINO

1" = 5000 FEET

THIS RELINQUISHMENT IS NOT COMPLETE UNTIL RECORDATION
OF THE RELATED CTC RESOLUTION OF RELINQUISHMENT

DISTRICT	COUNTY	ROUTE	SHEET PM	EXHIBIT	TOTAL
08	SBD	83	0.20/6.41	A-1	1 OF 5

CITY OF
CHINO HILLS

1" = 600 FEET

JUNCTION		
SR-71/SR-83		
SR-71	PM	7.98
SR-83	PM	0.00

EXIST R/W &
ACCESS CONTROL
USACE

APN 1057-251-02

CITY OF
CHINO

USACE
APN 1057-251-02

BEGIN
PROPOSED
RELINQUISHMENT
SR-83 PM 0.197

END SR-71
ACCESS CONTROL R/W
STA 35+69.62
O/S 86.00' LT
O/S 196.40' RT
SEE CT 67201-01

CITY OF
CHINO

USACE
APN 1057-251-01

PROPOSED
RELINQUISHMENT
CONTINUES
SEE EXHIBIT A-3

USACE
APN 1056-391-01

USACE
APN 1056-
391-01

**STATE
ROUTE 83
EUCLID AVENUE**

PIONEER ST (VAC)

EXIST

USACE
APN 1057-
201-02

USACE
APN 1057-241-02

USACE
APN 1057-241-01

USACE
APN 1057-201-02

CITY OF
CHINO

1. THIS RELINQUISHMENT IS SUBJECT TO THE FINAL DETERMINATION OF THE CITY OF CHINO LIMITS TO BE ESTABLISHED FROM SBC LAFCO RECORDS.
2. ASSESSOR'S PARCELS 1057-262-06 & 08 ARE BOTH ASSESSED TO THE CITY OF CHINO HILLS APPEARING WITHIN CITY OF CHINO LIMITS PER SBC ASSESSOR. BOTH PARCELS ARE OUTSIDE THE RELINQUISHMENT BOUNDARY

USACE

UNITED STATES
ARMY CORPS OF
ENGINEERS

EXISTING
STATE R/W &
ACCESS CONTROL

PROPOSED
RELINQUISHMENT

STATE OF CALIFORNIA
CALIFORNIA STATE TRANSPORTATION AGENCY
DEPARTMENT OF TRANSPORTATION

**EXHIBIT A-2
PROPOSED
RELINQUISHMENT 509-S
TO THE CITY OF CHINO**

1" = 600 FEET

THIS RELINQUISHMENT IS NOT COMPLETE UNTIL RECORDATION
OF THE RELATED CTC RESOLUTION OF RELINQUISHMENT

DISTRICT	COUNTY	ROUTE	SHEET PM	EXHIBIT	TOTAL
08	SBD	83	0.20	A-2	2 OF 5

EXHIBIT A-3

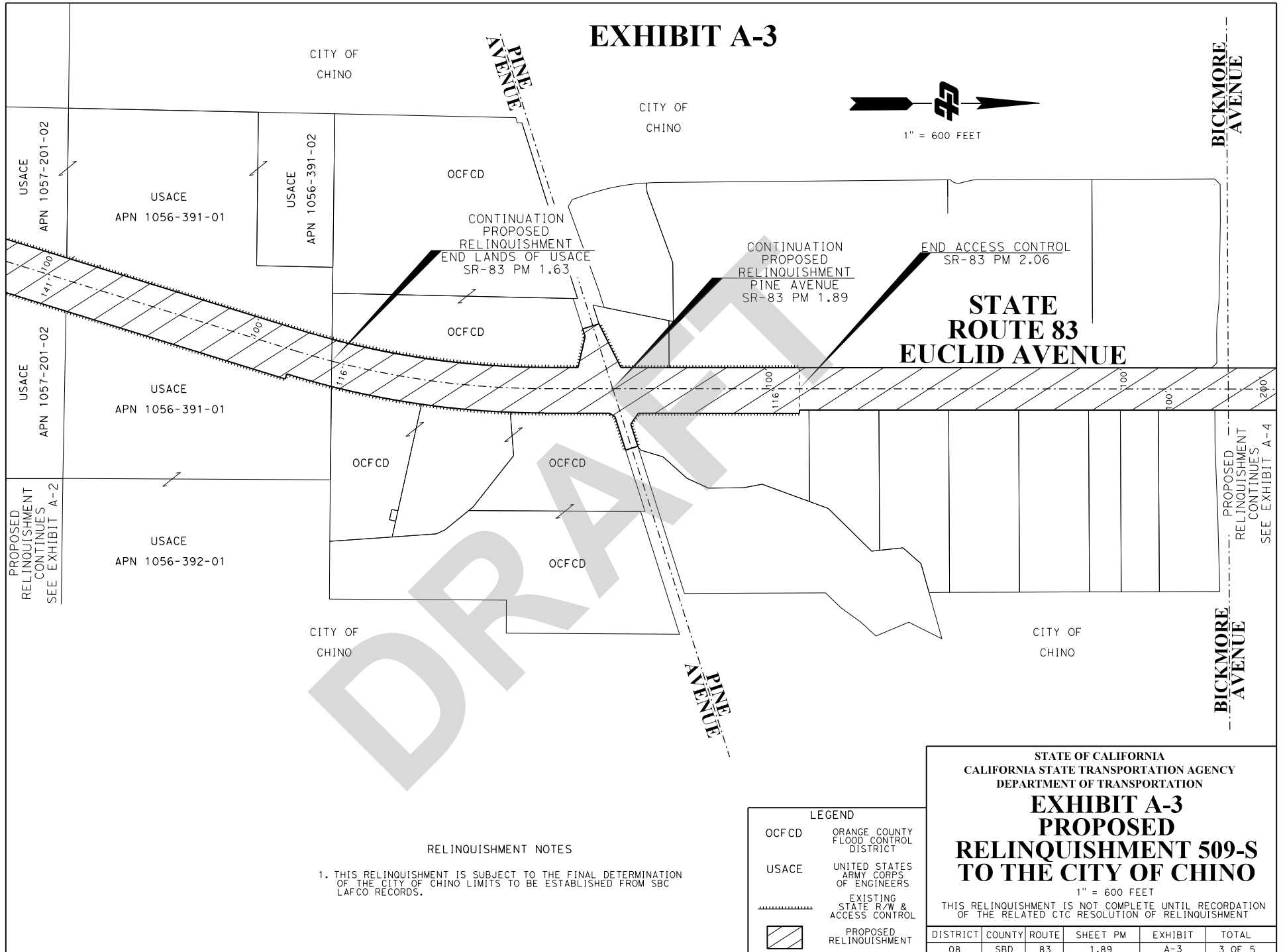


EXHIBIT A-4



1" = 600 FEET

CONTINUATION OF
PROPOSED
RELINQUISHMENT
BEGIN
WEST HALF ONLY
SR-83 PM 3.92

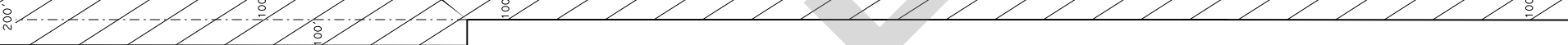
REL 508-S TERMINUS
TO THE CITY OF ONTARIO
EAST HALF ONLY
SEE MAP REC MARCH 26, 2024
AS DOC NO 2024-0068233 AND
FILED IN SHMB 19, PGS 41-44 SBC
SR-83 PM 3.92

CITY OF
CHINO

EUCALYPTUS
AVENUE

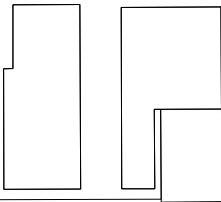
CITY OF
CHINO

STATE
ROUTE 83
EUCLID AVENUE



PROPOSED
RELINQUISHMENT
CONTINUES
SEE EXHIBIT A-3

CITY OF
CHINO



CITY OF
ONTARIO

EUCALYPTUS
AVENUE

AVENUE

CITY OF
ONTARIO

PROPOSED
RELINQUISHMENT
CONTINUES
SEE EXHIBIT A-5

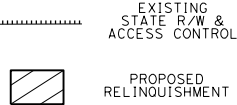
CHINO
AIRPORT

MERRILL
AVENUE

RELINQUISHMENT NOTES

1. THIS RELINQUISHMENT IS SUBJECT TO THE FINAL DETERMINATION
OF THE CITY OF CHINO LIMITS TO BE ESTABLISHED FROM SBC
LAFCO RECORDS.

LEGEND



STATE OF CALIFORNIA
CALIFORNIA STATE TRANSPORTATION AGENCY
DEPARTMENT OF TRANSPORTATION

**EXHIBIT A-4
PROPOSED
RELINQUISHMENT 509-S
TO THE CITY OF CHINO**

1" = 600 FEET

THIS RELINQUISHMENT IS NOT COMPLETE UNTIL RECORDATION
OF THE RELATED CTC RESOLUTION OF RELINQUISHMENT

DISTRICT	COUNTY	ROUTE	SHEET PM	EXHIBIT	TOTAL
08	SBD	83	3.92	A-4	4 OF 5

EXHIBIT A-5



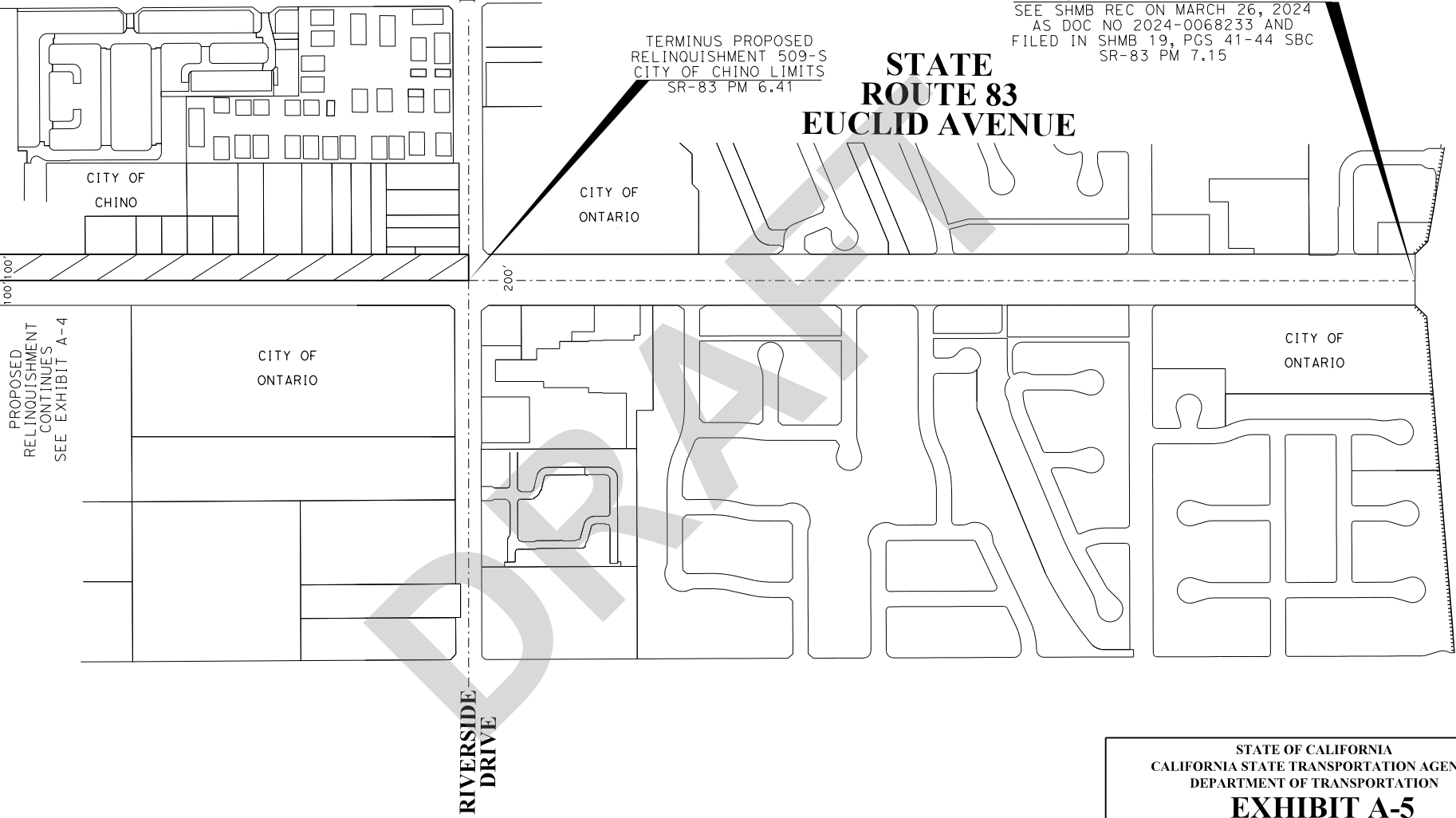
REL 508-S TERMINUS
TO THE CITY OF ONTARIO
SEE SHMB REC ON MARCH 26, 2024
AS DOC NO 2024-0068233 AND
FILED IN SHMB 19, PGS 41-44 SBC
SR-83 PM 7.15

STATE
ROUTE 83
EUCLID AVENUE

TERMINUS PROPOSED
RELINQUISHMENT 509-S
CITY OF CHINO LIMITS
SR-83 PM 6.41

RIVERSIDE
DRIVE

STATE ROUTE 60



RELINQUISHMENT NOTES

- 1. THIS RELINQUISHMENT IS SUBJECT TO THE FINAL DETERMINATION OF THE CITY OF CHINO LIMITS PER SBC LAFCO RECORDS.

LEGEND

- EXISTING
STATE R/W &
ACCESS CONTROL
- PROPOSED
RELINQUISHMENT

STATE OF CALIFORNIA
CALIFORNIA STATE TRANSPORTATION AGENCY
DEPARTMENT OF TRANSPORTATION

**EXHIBIT A-5
PROPOSED
RELINQUISHMENT 509-S
TO THE CITY OF CHINO**

1" = 600 FEET

THIS RELINQUISHMENT IS NOT COMPLETE UNTIL RECORDATION
OF THE RELATED CTC RESOLUTION OF RELINQUISHMENT

DISTRICT	COUNTY	ROUTE	SHEET PM	EXHIBIT	TOTAL
08	SBD	83	6.41	A-5	5 OF 5