

Recording Requested by:
3535 and 3551 Philadelphia Properties LLC
3535 Philadelphia Street
Chino, CA 91710

When Recorded Mail to:
3535 and 3551 Philadelphia Properties LLC
3535 Philadelphia Street
Chino, CA 91710

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF TERMINATION OF LOT LINE ADJUSTMENT

THIS NOTICE OF TERMINATION OF LOT LINE ADJUSTMENT (“Notice”) is made and entered into as of July 16, 2024, by **3535 AND 3551 PHILADELPHIA PROPERTIES, LLC**, a California limited liability company (“Owner”) and **THE CITY OF CHINO** (“City”).

RECITALS

WHEREAS, Owner holds title to that certain parcels of real property located at 3535 Philadelphia Street (APN: 1016-011-12) and 3551 Philadelphia Street (APN: 1016-011-13), as further described in Exhibit “A” attached hereto (collectively, “Properties”);

WHEREAS, on or about December 6, 1989, a Certificate Approving a Lot Line Adjustment was recorded with the Office of the County Recorder of San Bernardino County as Document No. 89-474131 (“Lot Line Certificate”) in an attempt to merge the two Properties into one parcel;

WHEREAS, following the recording of the Lot Line Certificate, the steps required to merge the two Properties as one parcel were not thereafter perfected by the Owner in accordance with the requirements of the California Subdivision Map Act, including Government Code sec. 66412 and Chino Municipal Code requiring a lot line adjustment to be reflected in a deed to be recorded against the property title;

WHEREAS, in accordance with the aforementioned provision of the Subdivision Map Act, the procedures to merge the Properties into one parcel are void for failure to comply with the Subdivision Map Act and Chino Municipal Code; and

WHEREAS, Owner now seeks to abandon any effort to merge the Properties into one parcel and the parties wish to document the effect of Owner's failure to legally perfect any lot line merger by approving this Notice.

AGREEMENT

1. Owner and City agree that the Lot Line Certificate is null and void and is hereby terminated insofar as it failed to comply with the provisions of the Subdivision Map Act and Chino Municipal Code to effect a valid merger of the Properties. Therefore, Owner and City hereby recognize the legal description of the Properties as described in Exhibit "A" to remain unmodified and in full effect.
2. Further Actions and Instruments. Owner shall cooperate with City to the extent contemplated hereunder in the performance of all obligations under this Notice and the satisfaction of the conditions of this Notice. Upon the request of City, Owner shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Notice to carry out the intent and to fulfill the provisions of this Notice or to evidence or consummate the transactions contemplated by this Notice
3. Indemnity. Owner further agrees, as a condition of City's approval of this Notice, to defend, indemnify and hold harmless City, its officers, employees, agents, contractors and assigns for all costs incurred from any claim, action or proceeding (hereafter collectively, "proceeding") brought against City, the purpose of which is to attack, set aside, void or annul this Notice or approval of City, or an action relating to this application required by any such proceeding to be taken to comply with law, including but not limited to, the Subdivision Map Act, Chino Municipal Code, California Environmental Quality Act by City, or both. This indemnification shall include, but not be limited to damages awarded against City, if any, and cost of suit, attorneys' fees, and other liabilities and expenses incurred in connection with such proceeding that relate to the application approval or an action related to this Notice, whether incurred by Owner, City, and/or the parties initiating or bringing such proceeding. Owner further agrees to indemnify City for all of City costs, attorneys' fees, and damages, which City incurs in enforcing this Notice.
4. In the event any such proceeding is brought, City shall promptly notify Owner of the proceeding, and City shall cooperate fully in the defense. City shall retain the right to participate in the defense of the proceeding if it bears its own attorneys' fees and costs, and defends the action in good faith. Owner shall not be required to pay or perform any settlement unless the settlement is approved by Owner.
5. Authority to Execute. The person or persons executing this Notice on behalf of either party warrants and represents that he or she/they have the authority to execute this Notice on behalf of his or her/their agency, corporation, partnership or business entity and warrants and represents that he or she/they has/have the authority to bind the party to the performance of its obligations hereunder.

6. Interpretation and Governing Law. This Notice and any dispute arising hereunder shall be governed and interpreted in accordance with the internal laws of the State of California without regard to conflict of law principles. This Notice shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Notice, all parties having been represented by counsel in the negotiation and preparation hereof.

IN WITNESS WHEREOF the undersigned has caused this Notice to be executed on their behalf by their duly authorized representatives as of the date and year first above written.

DECLARANT:

**3535 AND 3551 PHILADELPHIA PROPERTIES,
LLC,**

a California limited liability company

By: Wallace H. Chen

Name: Wallace H. Chen
Title: MANAGER

By: Margarita C. Chen

Name: MARGARITA C. CHEN
Title: MANAGER

APPROVED AS TO SUBSTANCE: **CITY OF CHINO**

By: Angela Lee
Director of Development Services
Public Works

APPROVED AS TO FORM: **CITY OF CHINO**

By: _____
City Attorney

ACKNOWLEDGEMENT

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

State of California

County of Los Angeles

On June 11, 2024 before me, Xiaofei Wu, Notary Public (here insert name and title of officer), personally appeared Wallace H Chen, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that [he] executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Xiaofei Wu



ACKNOWLEDGEMENT

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

State of California

County of Los Angeles

On June 11, 2024 before me, Xiaofei Wu, Notary Public (here insert name and title of officer), personally appeared Margarita C. Chen who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that ^{she} [he] executed the same in ^{her} his authorized capacity, and that by ~~his~~ ^{her} signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Xiaofei Wu

