

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of Fontana
8353 Sierra Avenue
Fontana, California 92335
Attn: Department of Engineering

APN: Portion of 0256-131-16

Space above this line for Recorder's Use
No Recording Fee Pursuant to Gov. Code § 27383

LANDSCAPE MAINTENANCE EASEMENT DEED

This LANDSCAPE MAINTENANCE EASEMENT DEED ("Easement") is entered into by and between TIMOTHY N. HAWKE, a married man as his sole and separate property ("Grantor"), and the CITY OF FONTANA, a California municipal corporation ("Grantee"), with respect to the following recitals:

RECITALS

A. Grantor is the owner of certain real property located in the City of Fontana, San Bernardino County, California, which is more particularly described in Exhibit A and depicted in Exhibit B both of which are attached hereto and incorporated herein by this reference (the "Easement Area").

B. Grantor desires to grant and convey a perpetual non-exclusive landscape maintenance easement to Grantee for the specific purpose of maintaining the landscaping and irrigation system located over, under, and on the Easement Area as a part of Community Facilities District number 115M. Grantor shall not be responsible for landscaping costs associated with this Easement.

TERMS AND CONDITIONS

1. Grant of Easement.

(a) Grantor hereby grants to Grantee a perpetual non-exclusive landscape maintenance easement in, upon, over and across the Easement Area, associated ditches and access road for ingress, egress, and all other activities reasonably related to the specific purpose of maintaining the landscaping and irrigation system of the Easement Area.

(b) Grantor and any successors thereto, in the exercise of any rights retained, as fee titleholder shall:

(1) Notify the Grantee, in writing, at least Forty Eight (48) hours prior to the commencement of any work in the Easement Area.

(2) Prior to the commencement of any work in the Easement Area, provide Grantee with a certificate of insurance naming Grantee as an additional insured on a policy of liability insurance having limits of at least One Million Dollars (\$1,000,000.00) per occurrence.

(3) Upon completion of any work in the Easement Area, return all landscaping, sidewalks, walls, irrigation systems and appurtenances thereto, to the same, preexisting condition that existed before Grantor exercised any of its retained rights. When undertaken by Grantor, all repairs and replacement work in the Easement Area shall be inspected and approved by Grantee, which approval shall not be unreasonably withheld, conditioned, or delayed.

(4) Coordinate with Grantee for any work or modification to the existing landscaping or irrigation system in the Easement Area.

(5) If constructed by Grantor, Grantor shall maintain or provide for the maintenance of all permanent retaining walls, signs, fences, sidewalks, facilities, structures, and/or physical obstructions located adjacent to the Easement Area at Grantor's sole cost and expense.

(c) Grantor shall keep the Easement Area free of temporary signs, boards, or placards which may interfere with Grantee's reasonable use and enjoyment of the Easement Area. Grantee may, in its sole and absolute discretion, remove, or require Grantor to remove, any and all temporary signs, boards, or placards located in the Easement Area that interfere with Grantee's reasonable use and enjoyment of the Easement Area. If Grantee requires Grantor to remove any such temporary signs, boards, or placards from the Easement Area, Grantee shall issue written notification to Grantor and Grantor shall remove the respective temporary signs, boards, or placards located in the Easement Area within Thirty-Six (36) hours of written request by Grantee.

2. Indemnity.

(a) Indemnity - Grantee. Grantor agrees to indemnify, defend, and hold harmless Grantee and Grantee's officials, officers, agents, representatives, volunteers, and employees from and against any and all third-party suits, demands, claims, causes of action, losses, liabilities, penalties, charges, costs and expenses, including reasonable investigation costs, attorneys' fees and disbursements, and fees of consultants and expert witnesses that may be imposed on, incurred by, or asserted against Grantee arising from Grantor's sole negligence or willful misconduct in connection with any acts, omissions, intent or negligence of Grantor.

(b) Indemnity - Grantor. Grantee agrees to indemnify, defend, and hold harmless Grantor and Grantor's officials, officers, agents, representatives, volunteers and employees from and against any and all third-party suits, demands, claims, causes of action, losses, liabilities, penalties, charges, costs and expenses, including reasonable investigation costs, attorneys' fees and disbursements, and fees of consultants and expert witnesses that may be imposed on, incurred by, or asserted against Grantor arising from Grantee's sole negligence or willful misconduct in connection with any acts, omissions, intent or negligence of Grantee.

Notice to the Parties. For the purpose of this Easement, communications and notices between the parties shall be in writing and shall be deemed to have been given when actually delivered, if given by personal delivery or transmitted by overnight courier service, or if mailed, when deposited in the United States Mail, First Class, postage prepaid, return receipt requested and addressed as follows:

To Grantor: Timothy N. Hawke
2433 Pomona Road
Corona, CA 92878

To Grantee: City of Fontana
8353 Sierra Avenue
Fontana, CA 92335
Attn: Department of Engineering

Copy to Grantee's Counsel: Best Best & Krieger LLP
2855 E. Guasti Rd., Suite 400
Ontario, CA 91761
Attn: Fontana City Attorney

3. General Provisions.

(a) **Severability.** If a court of competent jurisdiction voids or invalidates any provision of this Easement, such action shall not affect the remaining provisions of this Easement.

(b) **No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

(c) **Successors.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall constitute a servitude running in perpetuity with the Easement Area.

(d) **Attorney Fees.** If any action or suit by a party to this Easement is brought against another party to this Easement by reason of any breach of any of the covenants, agreements or provisions on the part of the other party arising out of this Easement, the prevailing party shall be entitled to recover from the other party all costs and expenses, including reasonable attorneys' fees of the action or suit, any appeals therefrom, and enforcement of any judgement in connection therewith.

(e) **Governing Law.** This Easement shall be governed by, construed under, and enforced in accordance with the laws of the State of California.

(f) **Amendments.** This Easement may be amended or supplemented only by an instrument in writing, executed by the parties.

(g) Relation of the Parties. This Easement creates only a grantor-grantee relationship between the parties. Under no circumstances shall this Easement, or grantee's use of the Easement Area, be deemed to create or infer any other relationship, obligations or rights between the parties, including, without limitation, that of owner-tenant, principal-agent, master-servant, employer-employee or partner-joint venturer.

(h) Entire Agreement. This Easement (including all Exhibits attached to this Easement) contains the final expression of, and the entire agreement between, the parties with respect to the subject matter of this Easement and supersedes all prior understandings with respect to such subject matter. This Easement may not be modified, changed, supplemented or terminated, nor may any obligations under this Easement be waived, except by written instrument signed by the Grantee to be charged or by its agent duly authorized in writing or as otherwise expressly permitted in this Easement.

Executed this 22 day of April 2025 in Fontana, California.

GRANTEE:

GRANTOR:

City of Fontana

By: _____

By: TL
Timothy N. Hawke, a married man as his
sole and separate property

Attest:

By: _____
Germaine Keys
City Clerk

NOTARY 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.

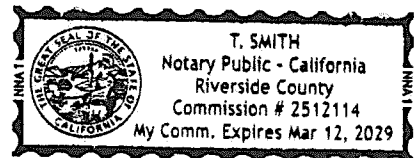
STATE OF California §
COUNTY OF Riverside

On April 22, 2025, before me, T. Smith, a Notary Public, personally appeared Timothy Hawke 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 acknowledge to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature [Signature] (Seal)



NOTARY 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 _____ §
COUNTY OF _____

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "A"

LEGAL PROPERTY DESCRIPTION FOR THE EASEMENT AREA

[Attached behind this cover page]

EXHIBIT "A"

SHEET 1 OF 2

LEGAL DESCRIPTION GRADING AND SLOPE EASEMENT

THAT PORTION OF THE NORTHWEST ONE-QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 33, SAID POINT BEING THE CENTERLINE INTERSECTION OF JURUPA AVENUE AND LOCUST AVENUE AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 143, PAGES 61 THROUGH 63, INCLUSIVE, OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID NORTHWEST ONE-QUARTER, SOUTH 89°09'48" WEST 56.00 FEET (NORTH 88°51'16" EAST RECORD PER SAID RECORD OF SURVEY) TO THE INTERSECTION OF THE NORTHERLY PROLONGATION OF A LINE PARALLEL WITH AND DISTANT WESTERLY 23.00 FEET, MEASURED AT RIGHT ANGLES, FROM THE WESTERLY LINE OF LOCUST AVENUE (33.00-FOOT HALF WIDTH) AS CONVEYED TO THE COUNTY OF SAN BERNARDINO BY DEED RECORDED MARCH 15, 1956 IN BOOK 3886, PAGE 388 OFFICIAL RECORDS OF SAID COUNTY TO THE POINT OF BEGINNING;

THENCE SOUTHERLY ALONG SAID PROLONGATION AND PARALLEL LINE, SOUTH 00°21'12" EAST 714.93 FEET TO THE NORTHERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO SOUTHERN CALIFORNIA EDISON COMPANY BY DEED RECORDED NOVEMBER 26, 1962 IN BOOK 5806, PAGE 538 OF SAID OFFICIAL RECORDS;

THENCE NORTHWESTERLY ALONG SAID NORTHERLY LINE, NORTH 83°49'32" WEST 18.38 FEET;

THENCE NORTH 02°32'41" WEST 80.75 FEET;

THENCE NORTH 01°09'24" EAST 22.40 FEET;

THENCE NORTH 02°39'23" EAST 34.22 FEET;

THENCE NORTH 10°27'55" WEST 49.52 FEET;

THENCE NORTH 25°50'21" WEST 51.73 FEET;

THENCE NORTH 24°05'40" WEST 41.85 FEET;

THENCE NORTH 04°34'47" WEST 61.72 FEET;

THENCE NORTH 03°46'57" WEST 80.33 FEET;

THENCE NORTH 18°28'51" WEST 47.59 FEET;

THENCE NORTH 14°35'40" WEST 76.75 FEET;

THENCE NORTH 65°52'11" WEST 52.66 FEET;

THENCE NORTH 01°26'21" WEST 58.17 FEET;

THENCE NORTH 19°32'34" EAST 31.49 FEET;

THENCE NORTH 73°33'41" EAST 26.49 FEET;

Last Update: 1/5/24

O:\2884\ESMT\OFFSITE GRADING 1 LOCUST\2884_LGRADING 1.dwg

TEI Thienes Engineering, Inc.
CIVIL ENGINEERING • LAND SURVEYING
14349 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90638
PH. (714) 521-4811 FAX (714) 521-4173

EXHIBIT "A"

SHEET 2 OF 2

LEGAL DESCRIPTION GRADING AND SLOPE EASEMENT

THENCE NORTH 76°40'58" EAST 18.36 FEET;
THENCE NORTH 42°21'42" EAST 14.99 FEET;
THENCE NORTH 00°52'32" WEST 18.42 FEET;
THENCE NORTH 18°33'03" EAST 30.94 FEET TO SAID CENTERLINE OF JURUPA AVENUE;
THENCE NORTH 89°09'48" EAST 84.73 FEET TO THE POINT OF BEGINNING.

CONTAINING: 52,980 SQUARE FEET OR 1.216 ACRES, MORE OR LESS.

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

SUBJECT TO: COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS AND RIGHTS-OF-WAY, IF ANY.

Last Update: 1/5/24
D:\2884\ESMT\OFFSITE GRADING 1 LOCUST\2884_GRADING 1.dwg

Thienes Engineering, Inc.
CIVIL ENGINEERING • LAND SURVEYING
14349 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90638
PH. (714) 521-4811 FAX (714) 521-4173

SURVEYOR:

PREPARED UNDER THE DIRECTION OF:

Naveen K. Gali

1/05/2024

NAVEEN K. GALI
P.L.S. NO. 9123

DATE

EXP. SEPT. 30, 2024



EXHIBIT A

EXHIBIT “B”

SITE MAP OF EASEMENT AREA

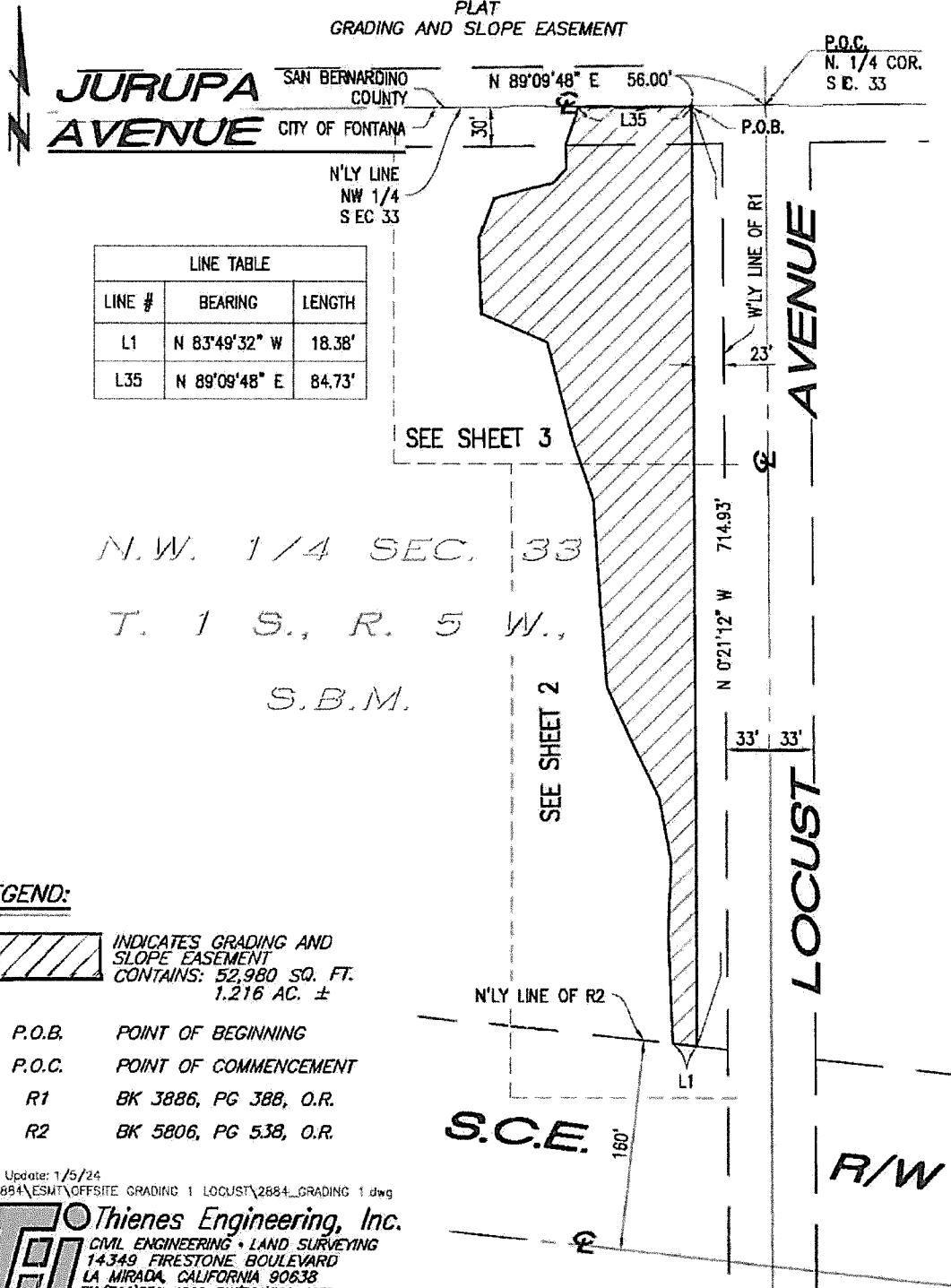
[Attached behind this cover page]

SCALE: 1"= 100'

EXHIBIT "B"

SHEET 1 OF 3

PLAT GRADING AND SLOPE EASEMENT



| LINE TABLE | | |
|------------|---------------|--------|
| LINE # | BEARING | LENGTH |
| L1 | N 83°49'32" W | 18.38' |
| L35 | N 89°09'48" E | 84.73' |

LEGEND:



INDICATES GRADING AND
SLOPE EASEMENT
CONTAINS: 52,980 SQ. FT.
1.216 AC. ±

P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
R1 BK 3886, PG 388, O.R.
R2 BK 5806, PG 538, O.R.

Last Update: 1/5/24
O:\2894\ESMT\OFFSITE GRADING 1 LOCUST\2884\GRADING 1.dwg

Thienes Engineering, Inc.
CIVIL ENGINEERING • LAND SURVEYING
14349 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90638
PH.(714)521-4811 FAX(714)521-4173

EXHIBIT "B"

SCALE: 1" = 50'

EXHIBIT "B"

SHEET 2 OF 3

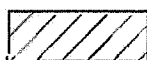
PLAT
GRADING AND SLOPE EASEMENT



SEE SHEET 3

| LINE TABLE | | |
|------------|---------------|--------|
| LINE # | BEARING | LENGTH |
| L1 | N 83°49'32" W | 18.38' |
| L2 | N 2°32'41" W | 80.75' |
| L3 | N 1°09'24" E | 22.40' |
| L4 | N 2°39'23" E | 34.22' |
| L5 | N 10°27'55" W | 49.52' |
| L6 | N 25°50'21" W | 51.73' |
| L7 | N 24°05'40" W | 41.85' |
| L8 | N 4°34'47" W | 61.72' |
| L9 | N 3°46'57" W | 80.33' |
| L10 | N 18°28'51" W | 47.59' |

LEGEND:



INDICATES GRADING AND
SLOPE EASEMENT
CONTAINS: 52,980 SQ. FT.
1.216 AC. ±

R1 BK 3886, PG 388, O.R.

R2 BK 5806, PG 538, O.R.

Last Update: 1/5/24
O:\2884\ESMT\OFFSITE GRADING 1 LOCUST\2884_GRADING 1.dwg

Thienes Engineering, Inc.
CIVIL ENGINEERING • LAND SURVEYING
14349 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90638
PH. (714) 521-4811 FAX (714) 521-4173

N'LY LINE OF R2

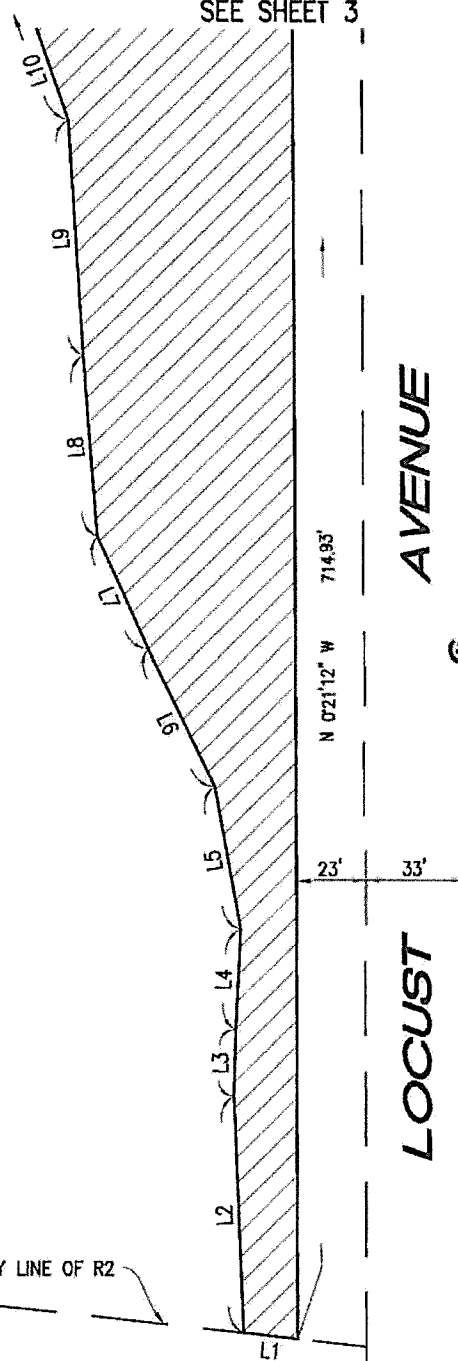


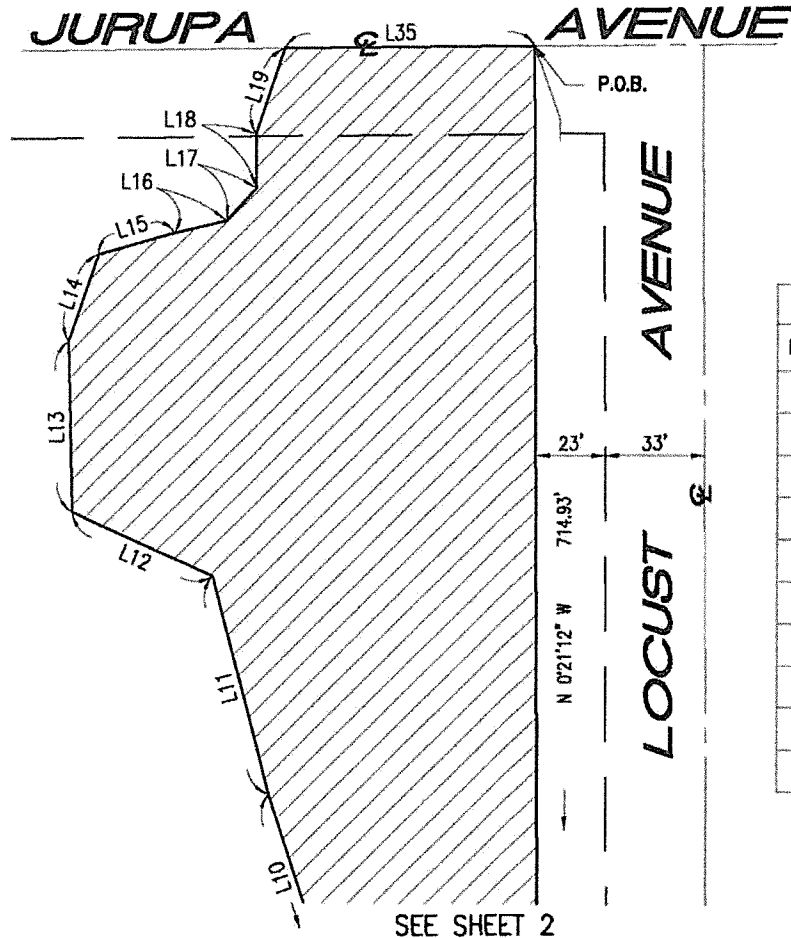
EXHIBIT "B"

SCALE: 1" = 50'

EXHIBIT "B"

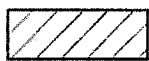
SHEET 3 OF 3

PLAT
GRADING AND SLOPE EASEMENT



| LINE TABLE | | |
|------------|---------------|--------|
| LINE # | BEARING | LENGTH |
| L10 | N 18°28'51" W | 47.59' |
| L11 | N 14°35'40" W | 76.75' |
| L12 | N 65°52'11" W | 52.66' |
| L13 | N 1°26'21" W | 58.17' |
| L14 | N 19°32'34" E | 31.49' |
| L15 | N 73°33'41" E | 26.49' |
| L16 | N 76°40'58" E | 18.36' |
| L17 | N 42°21'42" E | 14.99' |
| L18 | N 0°52'32" W | 18.42' |
| L19 | N 18°33'03" E | 30.94' |

LEGEND:



INDICATES GRADING AND
SLOPE EASEMENT
CONTAINS: 52,980 SQ. FT.
1.216 AC. ±

P.O.B. POINT OF BEGINNING

P.O.C. POINT OF COMMENCEMENT

R1 BK 3886, PG 388, O.R.

SURVEYOR:

PREPARED UNDER THE DIRECTION OF:

Naureen K. Gali 1/05/2024
NAVEEN K. GALI DATE
P.L.S. NO. 9123
EXP. SEPT. 30, 2024



Last Update: 1/5/24

O:\2854\ESMT\OFFSITE GRADING 1 LOCUST\2854_GRADING 1.dwg

Thienes Engineering, Inc.
CIVIL ENGINEERING • LAND SURVEYING
14349 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90638
PH. (714) 521-4811 FAX (714) 521-4173

EXHIBIT "B"

CITY OF FONTANA
CERTIFICATE OF ACCEPTANCE OF GRANT OF LANDSCAPE MAINTENANCE
EASEMENT DEED

[Portions of APN 0256-131-16]

This Certificate of Acceptance pertains to the interests in real property conveyed by the Grant of Landscape and Maintenance Easement Deed dated _____ to which this Certificate of Acceptance is attached,

from: Timothy N. Hawke, a married man as his
sole and separate property ("Grantor")

to: CITY OF FONTANA, a California municipal
corporation ("Grantee")

Said Grant of Landscape and Maintenance Easement Deed is hereby accepted by the undersigned officer on behalf of Grantee pursuant to authority conferred by the Grantee's governing body, and Grantee hereby consents to recordation of such Grant.

Dated: _____

**CITY OF FONTANA,
a California municipal
corporation**

By: _____

Name: _____

Attest:

City Clerk

EXHIBIT B