

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

APN: 0256-101-29

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 MARCELINO A. SANCHEZ, a married man as his sole and separate property as to an undivided sixty-seven (67) percent interest and WUERNER O. DIAZ, a married man as his sole and separate property as to an undivided thirty-three (33) percent interest, as tenants in common (collectively, 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 easement and right-of-way to Grantee for the specific purpose of maintaining the landscaping and irrigation system located over, under, and on the Easement Area in as a part of Community Facilities District number 115M.

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 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.

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

(5) 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. Grantor shall remove all temporary signs, boards, or placards from the Easement Area within Twenty-Four (24) hours of written notification by Grantee.

2. **Indemnity.** 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 in connection with any acts, omissions, intent or negligence, whether active or passive, of Grantor, excepting only such loss, damages, and/or liability as may be caused solely by the intentional acts or sole negligence of Grantee.

3. **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: Marcelino A. Sanchez and Wuerner O. Diaz
11276 Locust Avenue
Fontana, CA 92316

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

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

4. **General Provisions.**

(a) Severability. If a court of competent jurisdiction voids or invalidates any provision of this Easement, such action shall not affect the remainder of this Easement. If a court of competent jurisdiction voids or invalidates the application of any provision of this Easement to a person or circumstance, such action shall not affect the application of the provision to other persons or circumstances.

(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 of the action or suit, any appeals therefrom, and enforcement of any judgment in connection therewith, including reasonable attorneys' fees.

(e) 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 3 day of July 2024 in Fontana, California.

GRANTEE:

GRANTOR:

City of Fontana

By: _____
Matthew C. Ballantyne
City Manager

DSH

By: _____
Marcelino A. Sanchez

Attest:

By: _____
Germaine Key
City Clerk

By: _____
Wuerner O. Diaz

Executed this 06 day of July 2024 in Fontana, California.

GRANTEE:

GRANTOR:

City of Fontana

DSH

By: _____
Matthew C. Ballantyne
City Manager

By: _____
Marcelino A. Sanchez

Attest:

By: _____
Germaine Key
City Clerk

By: _____
Wuerner O. Diaz

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.

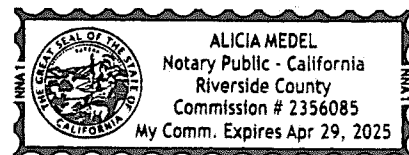
STATE OF California §
COUNTY OF Riverside

On 07/03/2024, before me, Alicia Medel, a Notary Public, personally appeared Marcelino A. Sanchez 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)



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 Texas §
COUNTY OF HARRIS

On July 6th 2024, before me, Caridad Gonzalez, a Notary Public, personally appeared Werner O. Diaz Jurado 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 Texas ~~California~~ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

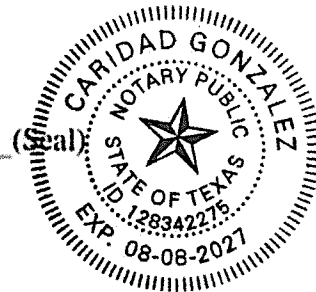
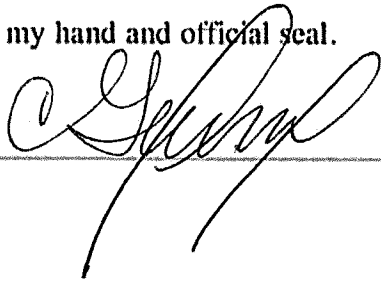


EXHIBIT “A”

LEGAL PROPERTY DESCRIPTION FOR THE EASEMENT AREA

[Attached behind this cover page]

EXHIBIT "A"
LEGAL DESCRIPTION
GRADING AND SLOPE EASEMENT

SHEET 1 OF 1

THAT PORTION OF LOT 488 OF THE SEMI-TROPIC LAND AND WATER CO., IN THE UNINCORPORATED TERRITORY OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 11, PAGE 12, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, 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 SECTION 33, SOUTH 89°09'48" WEST 44.00 FEET (NORTH 88°51'16" EAST RECORD PER SAID RECORD OF SURVEY) TO THE POINT OF BEGINNING;

THENCE CONTINUING WESTERLY ALONG SAID NORTHERLY LINE, SOUTH 89°09'48" WEST 96.73 FEET;

THENCE NORTH 48°39'28" EAST 44.61 FEET;

THENCE NORTH 57°32'16" EAST 36.04 FEET;

THENCE NORTH 00°19'31" WEST 22.39 FEET;

THENCE NORTH 84°38'59" EAST 27.69 FEET;

THENCE NORTH 89°33'17" EAST 4.82 FEET TO A LINE PARALLEL WITH AND DISTANT WESTERLY 44.00 FEET, MEASURED AT RIGHT ANGLES FROM SAID CENTERLINE OF LOCUST AVENUE;

THENCE SOUTHERLY ALONG SAID PARALLEL LINE, SOUTH 00°26'43" EAST 72.41 FEET TO THE POINT OF BEGINNING.

CONTAINING: 3,983 SQUARE FEET OR 0.091 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.

SURVEYOR:

PREPARED UNDER THE DIRECTION OF:



3/21/2024

NAVEEN K. GALI
P.L.S. NO. 9123
EXP. SEPT. 30, 2024

DATE



Last Update: 3/21/24

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

EXHIBIT “B”

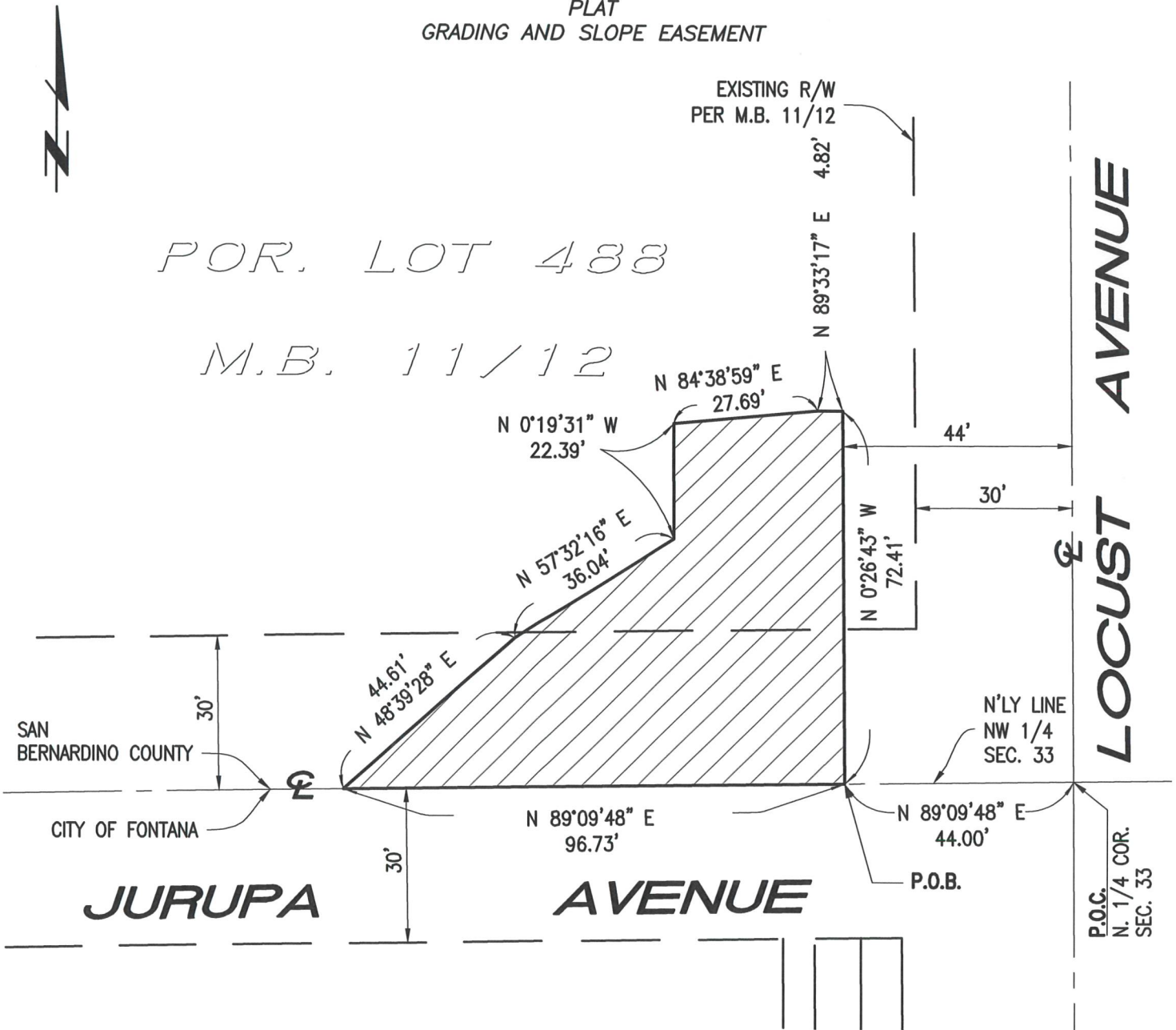
SITE MAP OF EASEMENT AREA

[Attached behind this cover page]

SCALE: 1" = 30'

EXHIBIT "B"
PLAT
GRADING AND SLOPE EASEMENT

SHEET 1 OF 1



LEGEND:



INDICATES GRADING AND
SLOPE EASEMENT
CONTAINS: 3,983 SQ. FT.
0.091 AC. ±

P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT

SURVEYOR:

PREPARED UNDER THE DIRECTION OF:

Naveen K. Gali

NAVEEN K. GALI
P.L.S. NO. 9123
EXP. SEPT. 30, 2024

3/21/2024
DATE



Last Update: 3/21/24
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14349 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90638
PH.(714)521-4811 FAX(714)521-4173

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

[Portions of APN 0256-101-29]

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: Marcelino A. Sanchez, a married man as his sole and separate property, as to an undivided sixty-seven (67) percent interest, and Wuerner O. Diaz, a married man as his sole and separate property, as to an undivided thirty-three (33) percent interest as tenants in common ("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