

RECORDING REQUESTED BY:

San Bernardino County
Department of Public Works
825E. Third St. Room 204
San Bernardino CA 92415

WHEN RECORDED MAIL DOCUMENT TO:

Same as above

Record without fee subject to
Gov't Code 6103 & 27383

Project: FCSUR2300006
System No.: 1.801
Parcel No.:
Dept. Code: 11600

EASEMENT DEED
Landscape

D.P. No.:
APN: (ptn) 0229-291-59
Date: April 20, 2026

The undersigned grantor(s) declare(s):

DOCUMENTARY TRANSFER TAX \$0.00 Conveyance to Government Entity. R&T 11922

- computed on full value of property conveyed, or
- computed on full value less liens and encumbrances remaining at the time of sale
- Unincorporated Area City

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the **SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT**, a body corporate and politic, hereinafter referred to as "**Grantor**", does hereby **grant** to the **San Bernardino County**, a body corporate and politic of the State of California, hereinafter referred to as "**Grantee**", a **non-exclusive easement** (hereinafter "easement" or "grant") to install, plant, maintain, inspect, remove, and replace trees, shrubs, bushes, grass, plants, groundcovers and other forms of vegetation, and landscaping features, including irrigation and lighting within that certain portion ("**Easement Property**") of **Grantor's** real property ("**Fee Property**") situated in the County of San Bernardino, State of California, as the Easement Property is more particularly described in **Exhibit "A"**, Legal Description attached hereto and made a part hereof, and shown on **Exhibit "B"**, Plat, attached hereto and made a part hereof.

This easement is granted subject to all permits, agreements, licenses, leases, easements, reservations, restrictions, terms, conditions, covenants, encumbrances, liens and claims of title which may affect said **Easement Property**. The use of the word "grant" herein shall not imply any warranty on the part of the **Grantor** with respect to the **Easement Property**.

Mail Tax Statement As Directed Above

This easement is also subject to the following terms, conditions and restrictions:

1. This easement is subject to the **Grantor's** superior right to use the **Easement Property**, and **Grantor** reserves to itself and its successors and assigns a continuing right to use and make any improvements to the **Easement Property** for **Grantor's** use.
2. **Grantor** may grant further permits, agreements, licenses, leases, easements, reservations, restrictions, terms, conditions, covenants, encumbrances, liens, or other rights over the **Easement Property** (or portions thereof) for the benefit of other entities not parties to this grant, provided that such further grants do not materially and adversely interfere with **Grantee's** use of the **Easement Property**, as determined by **Grantor** in its sole discretion.
3. **Grantee** shall be responsible for securing and maintaining all necessary permits and approvals from other appropriate local, state and federal agencies for its use of the **Easement Property**, and **Grantee** shall comply with all applicable laws and regulations concerning the use of the **Easement Property**.
4. Any trees, shrubs, bushes, grass, plants, groundcovers and other forms of vegetation, and landscaping features installed by or on behalf of **Grantee** on the **Easement Property** shall be designed to not interfere with or impede **Grantor's** conveyance of storm water or **Grantor's** flood control improvements. Any trees, shrubs, bushes, grass, plants, groundcovers and other forms of vegetation is to be kept to a condition of 5 feet of vertical and horizontal clearance between the **Grantor's** channel fencing and tree line at all times. No landscaping of other objects within the **Easement Property** is permitted within 5ft. of the **Grantor's** channel fencing.
5. **Grantee** shall not change the existing grade, modify the topography, or impede or diminish the floodwater conveyance capacity of the **Easement Property or the Fee Property** without prior written consent of **Grantor** (in **Grantor's** sole discretion).
6. **Grantee** shall be responsible, at its sole cost and expense, for the maintenance and upkeep of all vegetation and landscaping features within the **Easement Property**, and shall keep the **Easement Property** and all vegetation and landscaping features therein in good condition at all times. **Grantor** shall have no obligation to maintain any vegetation and landscaping features within the **Easement Property** unless damaged by **Grantor** due to its gross negligence or willful misconduct. **Grantee** shall not: (i) construct, erect, maintain or permit any structure, installation, facility or improvement of any kind or nature whatsoever on or above the surface of the **Easement Property** except for vegetation and landscaping features; or (ii) cause or permit any portion of the **Easement Property** to be paved or impervious.
7. Subject to any vegetation and landscaping features pursuant to this easement, **Grantor** shall at all times have free and clear access through and over the **Easement Property** (except as temporarily approved by **Grantor** during periods of **Grantee's** maintenance).
8. **Grantee** agrees to indemnify, defend (with counsel reasonably approved by **Grantor**) and hold harmless the **Grantor** and its authorized officers, employees, agents and volunteers (**Indemnites**) from any and all claims, actions, losses, damages, and/or liability arising out of this grant of easement from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or

expenses incurred by **Grantor** or **Indemnitees** on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of **Grantor** or **Indemnitees**. The **Grantee's** indemnification obligation applies to **Grantor's, and Indemnitees'** "active" as well as "passive" negligence but does not apply to the **Grantor's, or Indemnitees'** "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

9. Each party is a self-insured public entity for purposes of professional liability, general liability and workers' compensation. Grantee's self-insurance shall be primary for all purposes related to this easement and the Easement Property.

10. In the event of **Grantee's** default of the terms, conditions and/or restrictions set forth herein, **Grantor** shall give written notice to **Grantee** of the same. Except in the case of an emergency as determined by **Grantor** in its sole discretion, **Grantee** shall have thirty (30) calendar days from the date of the **Grantor's** notice to cure the default. If **Grantee**, within thirty (30) calendar days from the date of the **Grantor's** notice to cure the default (except in the case of an emergency as determined by **Grantor** in its sole discretion), commences the elimination of such default and continuously and diligently proceeds in good faith to eliminate such default, then the period for correction shall be extended for such length of time as is reasonably necessary to complete such correction. In the event **Grantee** fails to cure the default within the time prescribed herein, **Grantor** has the right but not the obligation to cure said default at the sole expense of **Grantee**, or **Grantee's** successors and assigns, and without liability to **Grantor** for loss thereof. **Grantee** and **Grantee's** successors and assigns agree to pay **Grantor** on demand all expenses incurred by **Grantor** in curing such default of **Grantee**. In addition, **Grantor** may pursue all other remedies available to it at law or in equity and such remedies shall be cumulative.

11. The easement, as well as the terms, conditions and restrictions, created hereby shall constitute covenants running with the land and shall be binding upon and shall benefit all successors and assigns of **Grantor** and **Grantee** respectively.

12. This easement shall be governed by the laws of the State of California.

13. This grant may only be amended by a writing executed by both **Grantor** and **Grantee** and recorded in the Official Records of San Bernardino County.

14. If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto and payable under paragraph 8.

15. If a court of competent jurisdiction declares any provision of this easement invalid, illegal, or otherwise unenforceable, the remaining provisions shall continue in full force and effect, unless the purpose of this easement is frustrated.

IN WITNESS WHEREOF **Grantor** and **Grantee** have executed this Easement Deed for purposes set forth above on the day and year written below and have agreed to be bound by the terms and provisions hereof.

GRANTOR:

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

By: _____

Name: Dawn Rowe

Title: Chair

Date: _____

GRANTEE:

SAN BERNARDINO COUNTY

By: _____

Name: Dawn Rowe

Title: Chair, Board of Supervisors

Date: _____

ACKNOWLEDGEMENT

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 _____)

On _____ before me, _____, 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 acknowledged 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 Description of **Easement**
Property

EXHIBIT "A"
LANDSCAPE EASEMENT
LEGAL DESCRIPTION

THAT PORTION LYING WITHIN PARCEL 2 DESCRIBED IN THAT CERTAIN CORPORATION GRANT DEED, RECORDED OCTOBER 24, 2001, AS DOCUMENT NO. 2001-0485483, OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, LYING WITHIN SECTION 16, TOWNSHIP 1 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN;

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 16 AS SHOWN ON PARCEL MAP NO. 8682 ON FILE IN BOOK 89 OF PARCEL MAPS AT PAGES 37 THROUGH 43, INCLUSIVE THEREOF, RECORDS OF SAID SAN BERNARDINO COUNTY, SAID CORNER BEING AT THE INTERSECTION OF THE WESTERLY LINE OF THE SAN SEVANNE CHANNEL WITH THE CENTERLINE OF SAN BERNARDINO AVENUE (38.50 FEET HALF WIDTH NORTHERLY) AS SHOWN ON SAID PARCEL MAP NO. 8682;

THENCE NORTH 89°07'31" EAST ALONG SAID CENTERLINE, A DISTANCE OF 122.40 FEET TO THE SOUTHWEST CORNER OF THAT PORTION DESCRIBED IN GRANT DEED, RECORDED JANUARY 23, 2023, AS DOCUMENT NO. 2023-0016226, OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA;

THENCE CONTINUING NORTH 89°07'31" EAST ALONG SAID CENTERLINE, A DISTANCE OF 77.63 FEET TO THE SOUTHEASTERLY CORNER OF SAID GRANT DEED;

THENCE NORTH 00°06'53" EAST ALONG THE EASTERLY LINE OF SAID GRANT DEED, A DISTANCE OF 2736.85 FEET TO THE NORTHEAST CORNER OF SAID GRANT DEED;

THENCE NORTH 89°53'07" WEST ALONG THE NORHTERLY LINE OF SAID GRANT DEED, A DISTANCE OF 55.00 FEET TO THE NORTHWEST CORNER OF SAID GRANT DEED, SAID CORNER BEING A POINT ON A LINE PARALLEL WITH AND DISTANT 55.00 FEET WESTERLY, MEASURED AT A RIGHT ANGLE, FROM SAID EASTERLY LINE, BEING THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 00°06'53" WEST, ALONG THE WESTERLY LINE OF SAID GRANT DEED, A DISTANCE OF 2590.01 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 270.00 FEET;

THENCE CONTINUING ALONG SAID WESTERLY LINE, SOUTHWESTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 19°49'25", AN ARC DISTANCE OF 93.42 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 71.00 FEET WESTERLY, MEASURED AT A RIGHT ANGLE, FROM SAID EASTERLY LINE, TO WHICH A RADIAL LINE BEARS SOUTH 70°03'42" EAST;

THENCE NORTH 00°06'53" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 2681.57 FEET TO A POINT THEREON;

THENCE LEAVING SAID PARALLEL LINE SOUTH 89°53'07" EAST, A DISTANCE OF 16.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 0.97 ACRES, MORE OR LESS.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF.
PREPARED UNDER MY SUPERVISION


MICHAEL E. JOHNSON, L.S. 7673

08/07/23
DATE



PREPARED BY: _____


CHECKED BY: 

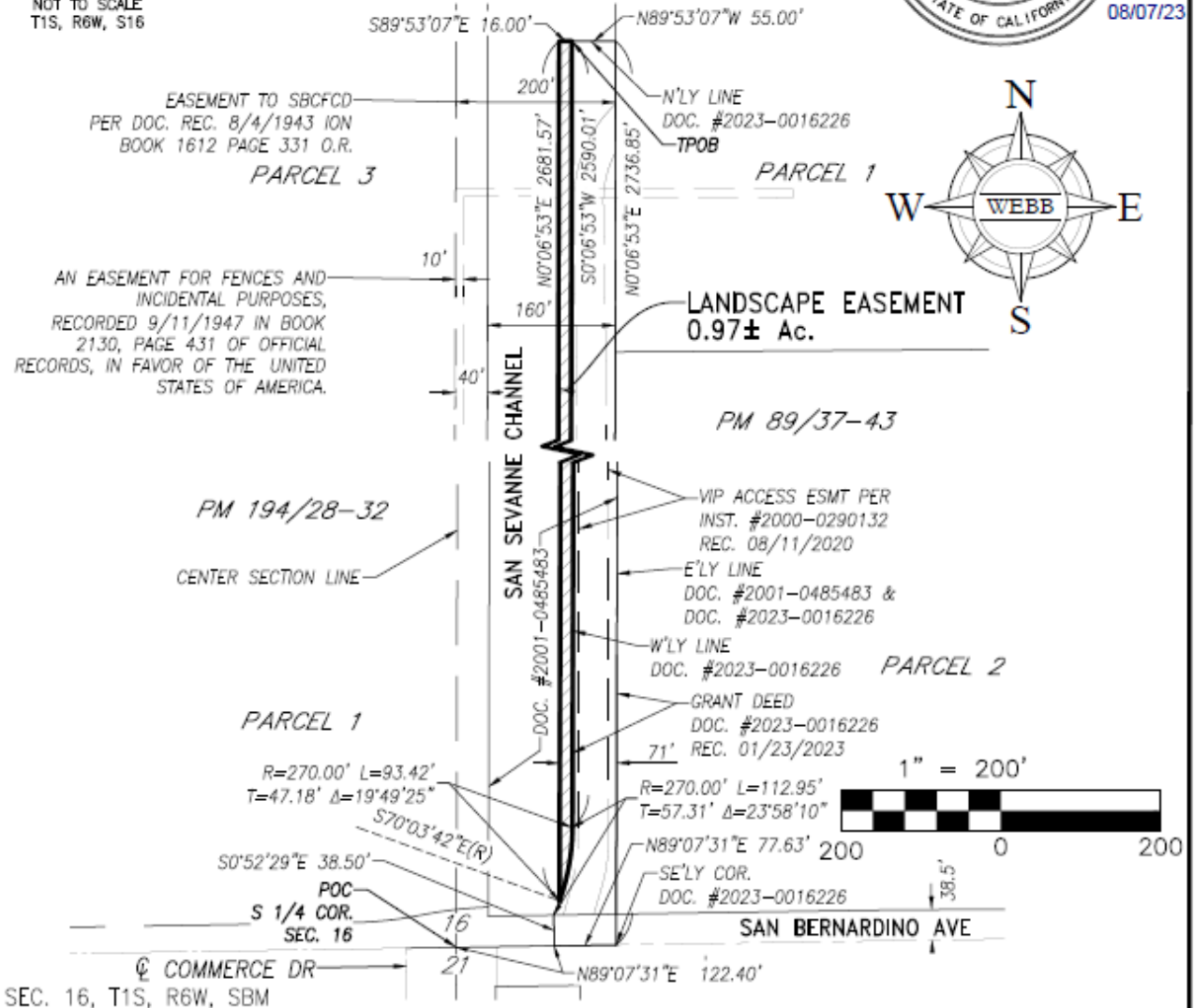
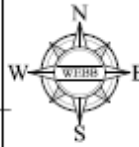
Exhibit "B"

Plat of Easement Property

EXHIBIT "B" LANDSCAPE EASEMENT



VICINITY MAP
NOT TO SCALE
T1S, R6W, S16



**ALBERT A.
WEBB
ASSOCIATES**

COUNTY OF SAN BERNARDINO

H:\2022\22-0074\Drawings\Mapping\Legals & Plats\VIP LS Easement\22-0074-VIP-Esmt-LS-VIP
PLAT.dwg 8/7/2023 11:47 AM

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) IN THE ATTACHED DOCUMENT.
ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DOCUMENT.

SHEET 1 OF 1

W.O.
21-0160

SCALE: 1"=200'

DRWN BY JKA
CHKD BY MJ

DATE 08/07/2023
DATE 08/07/23

SUBJECT: LANDSCAPE EASEMENT