

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO:

DEPARTMENT OF WATER RESOURCES

Division of Land and Right of Way

Real Estate Branch

1416 9th Street, Room 425

Sacramento, California 95814

5-3-00

Original sent to Douglas Neadric
MUD, to forward to D. W. R.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN 0168-362-03 (Portion)

EASEMENT

(CORPORATION TO THE STATE)

EAST BRANCH EXTENSION

Project CRAFTON HILLS PIPELINE

Parcel No. SGP-52

N-1P0095

CITY OF REDLANDS,

a corporation, organized and existing under the laws of the State of California,

GRANTS to the State of California an EASEMENT for Permanent Access Road Easement

upon, over and across that certain real property in the County of San Bernardino,

State of California, identified in the records of the Department of Water Resources as:

DWR Parcel No.

Area

Estate

SGP-52

48 sq ft

Permanent Nonexclusive Access Road

~~/described/~~ as described in Exhibit "A" attached.

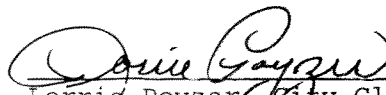
CITY OF REDLANDS

ATTEST:



Pat Gilbreath, Mayor

DATE: May 2, 2000



Lorrie Poyzer, City Clerk

DATE: May 2, 2000

(In the event of any discrepancy between the above identification and the real property described herein, the real property described will control.)

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) SS
CITY OF REDLANDS)

By the authority granted under Chapter 4, Article 3, Section 1181, of the California Civil Code, and Chapter 2, Division 3, Section 40814, of the California Government Code, on May 2, 2000, before me, Beatrice Sanchez, Deputy City Clerk, on behalf of Lorrie Poyzer, City Clerk of the City of Redlands, California, personally appeared Pat Gilbreath and Lorrie Poyzer { X } personally known to me - or - { } proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

LORRIE POYZER, CITY CLERK



By: Beatrice Sanchez
Beatrice Sanchez, Deputy City Clerk
(909)798-7531

~ ~ ~ ~ ~
CAPACITY CLAIMED BY SIGNER(S)

{ } Individual(s) signing for oneself/themselves
{ } Corporate Officer(s)
Title(s) _____
Company _____
{ } Partner(s)
Partnership _____
{ } Attorney-In-Fact
Principal(s) _____
{ } Trustee(s)
Trust _____
{ x } Other
Title(s): Mayor and City Clerk
Entity Represented: City of Redlands, California

~ ~ ~ ~ ~
THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW:

Title or Type of Document: Easement to State of California
Number of Pages : four Date of Document: May 2, 2000
Signer(s) Other Than Named Above: none

EXHIBIT "A"

SGP-52

A portion of land lying in the South half of the Southeast quarter of Section 14, Township 1 South, Range 2 West, S.B.M., County of San Bernardino, State of California, according to the Official Plat of said lands approved by the Surveyor General on file in the District Land Office and as described in Deed to the CITY OF REDLANDS, recorded June 29, 1929, in Book 514, Page 186, Official Records of said County, described as follows:

UNIT A

A perpetual nonexclusive easement and right of way to construct, reconstruct, operate, maintain, and use an access road over, through, and across that portion of the South half of the Southeast quarter of said Section 14 lying Southerly of the existing Southerly edge of pavement of State Highway 38 (Mill Creek Road).

Said portion contains 48 square feet, more or less.



FEB 9 2000

Dated: _____, 19____,

[CORPORATE SEAL]

By _____, _____ President

By _____, _____ Secretary

STATE OF CALIFORNIA

County of _____ } SS.

On _____, 19____, before me, _____
personally appeared _____

personally known to me (or 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.

WITNESS my hand and official seal.

(Seal)

NOTARY PUBLIC IN AND FOR THE STATE OF CALIFORNIA

(CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE, SECTION 27281)

This Is To Certify, That the State of California, grantee herein, acting by and through the Department of Water Resources, hereby accepts
for public purposes the real property, or interest therein, described in the within deed and consents to the recordation thereof.

In Witness Whereof, I have hereunto set my hand this _____ day of _____, 19____.

Director of Water Resources

By _____

Attorney in Fact

Grantor: City of Redlands
Office of Municipal Utilities
Post Office Box 3005
Redlands, California

Project: East Branch Extension
Phase 1, Reach 1
DWR Parcel No.: SGP-52

RIGHT OF WAY CONTRACT

Document No. SGP-52 in the form of an Easement Deed covering that property particularly described in the above instrument has been executed and delivered to Thomas Lichtenberg, Right of Way Agent, for the Department of Water Resources of the State of California, hereinafter referred to as STATE.

In consideration of which, and other considerations hereinafter set forth, it is mutually agreed as follows:

1. a. The parties have set forth herein the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve STATE of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
- b. STATE requires Parcel No. SGP-52 for the purpose of the East Branch Extension, Phase 1, Reach 1 Project, a public use for which STATE may exercise the power of eminent domain. GRANTOR is compelled to sell, and STATE is compelled to acquire said Parcel(s).

Both GRANTOR and STATE recognize the expense, time, effort, and risk to both GRANTOR and STATE in determining the compensation for said Parcel(s) by eminent domain litigation; and the compensation set forth herein for said Parcel(s) is in compromise and settlement in lieu of such litigation.

2. The STATE shall:
 - a. Pay the undersigned GRANTOR the sum of \$500.00 plus interest for the property or interest conveyed by above document(s) when title to said property vests in STATE free and clear of all liens, encumbrances, assessments, easements, leases (recorded and/or unrecorded), and taxes, except:
 - (1) Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.
 - (2) Covenants, conditions, restrictions and reservations of record, or contained in the above-referenced document.
 - (3) Easements or rights of way over said land for public or quasi-public utility or public purposes, if any.

2. (cont.)

- b. Pay all expenses incidental to and necessarily incurred for the conveyance of the real property to STATE, including but not limited to recording fees, title insurance charges, reconveyance fees, trustee's fees, forwarding fees and prepayment penalties.
 - c. Have the authority to deduct and pay from the amount shown on Clause 2.a above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid nondelinquent assessments which have become a lien at the close of escrow.
3. Any or all moneys payable under this contract, up to and including the total amount of unpaid principal and interest on notes(s) secured by mortgage(s) or deed(s) of trust, if any and all other amounts due and payable in accordance with the terms and conditions of said trust deed(s) or mortgages(s) shall, upon demand(s), be made payable to the mortgagee(s) or beneficiary(ies) entitled thereunder; said mortgagee(s) or beneficiary(ies) to furnish GRANTOR with good and sufficient receipt showing said moneys credited against the indebtedness secured by said mortgage(s) or deed(s) of trust.
4. Title to said property shall pass immediately upon close of escrow. The issuance of any escrow instructions shall be the sole responsibility of STATE.
5. GRANTOR warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month. GRANTOR further agrees to protect, defend, indemnify and hold harmless STATE and reimburse STATE for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of the GRANTOR for a period exceeding one month, except as may be otherwise provided herein.
6. The undersigned GRANTOR hereby agrees and consents to the dismissal of any eminent domain action in the Superior Court wherein the herein described land is included and also waives any and all claims to any money that may now be on deposit in said action.
7. To the best of GRANTOR's knowledge and after reasonable inquiry, GRANTOR represents and warrants the following:

During GRANTOR's ownership of the property, there have been no disposal, releases, or threatened releases of hazardous substances on, from, or under the property. GRANTOR further represents and warrants that GRANTOR has no knowledge of disposal, release, or threatened release of hazardous substances on, from, or under the property which may have occurred prior to GRANTOR taking title to the property.

There is no pending claim, lawsuit, agency proceeding, or any administrative challenge concerning the presence or use of hazardous substances on the property.

GRANTOR has not used the property for any industrial operations that use hazardous substances. GRANTOR is not aware of any such prior use of the property. GRANTOR has not installed any underground storage tanks, aboveground storage tanks, barrels, sumps, impoundments or other containers used to contain hazardous substances on any part of the property. GRANTOR is not aware of any such prior installations.

For the purposes of this paragraph, the term "hazardous substances" shall mean any substance which at any time shall be listed as "hazardous" or "toxic" in the regulations implementing the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) (42 USC §6901, et seq.), or other federal or STATE law, or any other substance, chemical, material or waste product whose presence, nature or quality is potentially injurious to public health, safety, welfare, the environment or the property. The term "reasonable inquiry" shall mean a thorough examination of the property and all records of the property, and any examination that GRANTOR was legally obligated to conduct as a result of any judicial or administrative order, or federal or STATE law.

The acquisition price of the property being acquired reflects the fair market value of the property without the presence of hazardous substances. If the property being acquired is found to be contaminated by a hazardous substance which may require remediation under federal or STATE law, STATE may elect to recover its clean-up costs from those who caused, contributed to, or otherwise are legally responsible for the contamination.

8. This contract may be modified, changed or rescinded only by an instrument in writing executed by the parties hereto.
9. **IMMEDIATE POSSESSION:** It is agreed that STATE shall have immediate possession and use of the subject lands effective as of the date this contract is accepted by STATE.

The foregoing representations and warranties shall survive the close of escrow and shall remain in full force and effect for the duration of this easement and shall accrue for the benefit of STATE and its successors and assigns.

This contract is subject to the approval of the State of California.

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN SHALL BE RECOGNIZED.

IN WITNESS WHEREOF, the parties have executed this contract.

GRANTOR: City of Redlands


Pat Gilbreath, Mayor


Lorrie Poyzer, City Clerk

Date: May 2, 2000

Date: May 2, 2000

CONSENT OF TENANTS

We, the Tenants of land described in this contract and/or said deed under lease with lessor, whose name is subscribed to this contract as GRANTOR, do hereby consent to the execution of said contract and agree that all monies payable shall be paid to said GRANTOR as herein set forth.

► N/A

► N/A

Date:

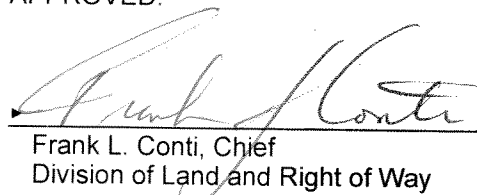
Date:

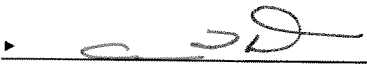
THE DEPARTMENT OF WATER RESOURCES of the State of California

RECOMMENDED FOR APPROVAL:

APPROVED:

► 
Thomas Lichtenberg, Right of Way Agent

► 
Frank L. Conti, Chief
Division of Land and Right of Way

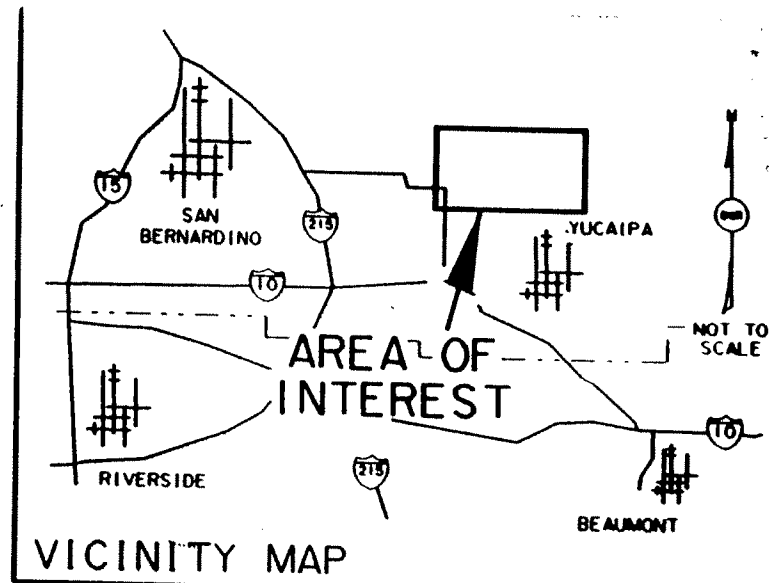
► 
Allan Davis, Senior Land Agent

Date: 4-19-2000

► 
Acting Branch Chief
Real Estate Branch

CITY OF REDLANDS
SGP-52

PERM. ACCESS ROAD ESMT.
48 SQ. FT.



SGP-52
UNIT-A

SGP-51
UNIT-A

SGP-50
UNIT-A

EXISTING SOUTHERLY
EDGE OF PAVEMENT

STATE HIGHWAY 38



FEBRUARY 2000

STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES
DIVISION OF LAND AND RIGHT OF WAY

20.00'

40.00'