

Recording Requested By
First American Title Company

RECORDING REQUESTED BY

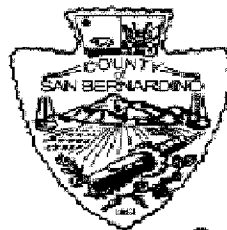
WHEN RECORDED MAIL TO:

DEPARTMENT OF WATER RESOURCES

Division of Engineering
Real Estate Branch
1416 9th Street, Room 425
Sacramento, CA 95814

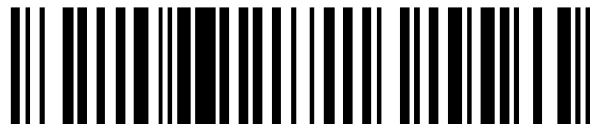
Electronically Recorded in Official Records, County of San Bernardino

1/21/2011
10:18 AM
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DENNIS DRAEGER
ASSESSOR - RECORDER - CLERK
838 First American Title Company

Doc #: 2011-0027322



Titles: 1 Pages: 10

Fees	.00
Taxes	.00
Other	.00
PAID	.00

3125810-22

APN 0168-362-03,

0168-363-01, 02, 03 & 05

* No Fee per Govt Code 27383

EASEMENT

(CORPORATION TO STATE)

SPACE ABOVE THE LINE FOR RECORDER'S USE

EAST BRANCH EXTENSION PHASE I ENLARGEMENT
Project YUCAIPA CONNECTOR PIPELINE PROJECT

Parcel No. SGP-71 UNITS A, B, C, D, E & F
N-1P0122

THE CITY OF REDLANDS, a municipal corporation, organized and existing under the laws of the State of California hereinafter called "GRANTOR", GRANTS to the State of California, its successors and assigns, hereinafter called "STATE", a NON-EXCLUSIVE EASEMENT for pipeline and drainage purposes over, on, under, across, and above the parcel(s) of land in the City of Redlands and in the unincorporated portions of Section 23, all in the County of San Bernardino, State of California, identified in the records of the Department of Water Resources as:

<u>DWR Parcel No.</u>	<u>Area</u>	<u>Estate</u>
SGP-71 UNIT A	0.85 acre	Permanent Non-Exclusive Pipeline Easement
SGP-71 UNIT B	0.09 acre	Permanent Non-Exclusive Pipeline Easement
SGP-71 UNIT C	0.08 acre	Permanent Non-Exclusive Drainage Easement
SGP-71 UNIT D	1.79 acres	Temporary Non-Exclusive Construction Easement
SGP-71 UNIT E	0.37 acre	Temporary Non-Exclusive Construction Easement
SGP-71 UNIT F	0.48 acre	Temporary Non-Exclusive Construction Easement

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

A. STATE's rights in the easement parcel(s):

(1) STATE is granted a Permanent Non-Exclusive Pipeline and Drainage Easement over, under, across, and through the easement parcel(s) as described herein. Said grant includes the right to construct, lay, operate, patrol, maintain, repair, reconstruct, modify, alter, enlarge, add to, relay, remove, and replace a subsurface pipeline or pipelines for transportation of water, together with all fixtures, communications, data or control facilities, and any other devices or appurtenances, either above or below the ground surface, used or useful with respect to said pipeline that STATE may wish to construct or permit to be constructed.

(2) STATE is further granted the right to discharge water into any and all streams or natural channels traversed by said pipeline or pipelines, all the right of access over, ingress to and egress from and along the easement parcel(s) and on, over, and across drives and roadways which now exist or which may hereafter be constructed thereon and the use of which is reasonably necessary to accomplish STATE's purposes.

(3) It is expressly understood and agreed that GRANTOR(S), their successors or assigns, do not have the right to any use of the easement parcel(s) that is inconsistent with the uses granted to STATE herein. Inconsistent uses include, but are not limited to, the following:

- (a) Erection or construction of buildings or other structures;
- (b) Drilling or excavation, or operation of mines in or through the upper 300 feet of the subsurface;
- (c) Use of explosives;
- (d) Planting of trees;
- (e) Erection or construction of solid property or field barriers, such as rock, cinder block or concrete walls;
- (f) Erection or construction of cross fencing within said easement parcel(s) without including vehicular access gates therein, or the provision of reasonable alternative vehicular access to the STATE.

(4) It is expressly understood and agreed that GRANTOR(S), their successors or assigns, have the right to make any use of the easement parcel(s) except those uses that are inconsistent with uses granted to STATE herein. However, GRANTOR(S) shall notify STATE prior to any such use and pursuant to State Water Code Section 12899 shall submit their plans to STATE for review and allow STATE 30 days to comment on the intended use. Permitted uses of the easement parcel(s) requiring notification include, but are not limited to, the following:

(a) Construction of roadways (other than dirt or gravel roads), installation of above ground, surface or subsurface utilities, or making any other surface or subsurface alterations or improvements;

(b) Planting of vineyards;

(c) Erection or construction of fencing of any kind or nature not prohibited in Paragraph A(3) above;

(d) Alteration of the ground surface elevation by more than 12 inches.

(5) It is expressly understood and agreed that GRANTORS, their successors or assigns have the right to grant any easement or license, or permit any encroachment of any kind whatsoever in or over the easement parcel(s), provided that the use does not interfere with the STATE'S rights as described in Paragraphs A(1) and A(2) above, and as limited and qualified by Paragraphs A(3) and A(4). It is further expressly understood and agreed that use of the easement parcel by third persons is subject to issuance of an encroachment permit by STATE.

B. GRANTOR's rights with respect to use of the easement parcel(s):

GRANTORS, their successors or assigns, retain all aspects of fee ownership and the right to make all uses of the easement parcel(s), including, but not limited to, access, ingress, and egress over, through, and across said easement parcel(s) and to and from adjoining parcels, that do not unreasonably interfere with STATE's rights as described in Paragraphs A(1) and A(2) above, and as limited and qualified by Paragraphs A(3), A(4), and A(5) above.

STATE shall not unreasonably withhold an encroachment permit from third persons or unreasonably object to any use of the easement parcel by GRANTORS under Paragraph A(4) above, or approval under Paragraph A(5) above, so long as any proposed activity, construction, or improvement is designed in accordance with generally accepted engineering principles and practices for the protection of STATE's facilities and STATE's rights as granted herein.

C. Notices

Any and all notices referred to in this Agreement or which any party desires to give to another shall be addressed as follows:

TO GRANTOR:

City of Redlands
Municipal Utilities and Engineering Department
Director/City Engineer
35 Cajon Street
Redlands, CA 92373

TO STATE:

Department of Water Resources
Division of Engineering
Real Estate Branch Chief
1416 9th Street, Room 425
Sacramento, CA 95814

D. Miscellaneous

This Agreement may only be amended by a document executed by the Parties (or their successors and permitted assigns) and duly recorded in the Offices of the County Recorder, San Bernardino County, California. This document shall be governed by the laws of the State of California. In any action to enforce its rights hereunder, the prevailing party or parties shall be entitled to reasonable attorney's fees and costs of suit from the non-prevailing party or parties. This document may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute but one and the same instrument.

Said parcel(s) are described as follows:

SGP-71

Those portions of the South Half of the Southeast quarter of the Southeast quarter of Section 14, Township 1 South, Range 2 West, S.B.M., County of San Bernardino, State of California, as described in **Patent No. 965966** from the United States of America to the City of Redlands, recorded June 29, 1929, in Book 514 of Deeds, Page 186, Records of said County and those portions of the North half of the Northwest quarter of the Northeast quarter of Section 23, Township 1 South, Range 2 West, S.B.M., as described in the **GRANT DEED**, recorded December 13, 1922, in Book 770, Page 339, Records of said County and **DIRECTOR'S DEED**, recorded October 23, 2003, as Document No. 2003-0804472 and the **DIRECTOR'S DEED**, recorded October 23, 2003, as Document No. 2003-0804473, Official Records of said County, described as follows:

UNIT A

A perpetual easement and right of way to construct, lay, operate, maintain, and from time to time at any time reconstruct, modify, alter, enlarge, add to, relay, remove and replace one or more pipelines for transportation of water, and all fixtures, devices, incidents and appurtenances, over, across, along and under the following described parcel of land:

COMMENCING at a found 2-1/2-inch iron pipe with brass cap, stamped "LS 7597", marking the Northeast corner of said Northwest quarter of the Northeast quarter of Section 23 and the point hereinafter referred to as POINT "A", which bears North 89° 33' 51" East 1230.03 feet from a found 2-inch iron pipe with brass cap, stamped "LS 4218", marking the South quarter corner of said Section 14 and the North quarter corner of said Section 23, as shown on the **MAP** of Tract No. 14429, filed under Document No. 2005-0457314, June 27, 2005, in Book 309 of Tract Maps, Pages 65-67, San Bernardino County Recorder;
thence along the South line of said Southeast quarter North 89° 33' 51" East 550.11 feet to the point hereinafter referred to as POINT "B" and the Point of Beginning;
THENCE FROM SAID POINT OF BEGINNING leaving said South line,
North 70° 41' 20" East 717.28 feet to the East line of said Southeast quarter;
thence along said East line, South 00° 44' 03" East 63.30 feet;
thence leaving said East line, South 70° 41' 20" West 521.63 feet to said South line;
thence along said South line, South 89° 33' 51" West 185.46 feet to the Point of Beginning.

Containing 0.85 acre, more or less.

UNIT B

A perpetual easement and right of way to construct, lay, operate, maintain, and from time to time at any time reconstruct, modify, alter, enlarge, add to, relay, remove and replace one or more pipelines for transportation of water, and all fixtures, devices, incidents and appurtenances, over, across, along and under the following described parcel of land:

COMMENCING at the hereinabove designated POINT "A";
thence along the East line of said Northwest quarter of the Northeast quarter, South 00° 45' 39" East 408.08 feet to a point on the Southerly line of State Highway 38, which bears North 09° 09' 41" East 0.22 feet from a found 5/8-inch rebar with plastic plug stamped "LS 7597", as shown on the **MAP** of Tract No. 14429, as described in the hereinabove described UNIT A and the Point of Beginning;
THENCE FROM SAID POINT OF BEGINNING continuing along said East line, South 00° 45' 39" East 71.47 feet to a point on the Northerly sideline of the parcel of land described as **Unit A** of Parcel No. SGP-8, in the **EXCLUSIVE EASEMENT DEED** to the State of California, recorded May 5, 1999, as Document No. 1999-0188139, of said Official Records and the point hereinafter referred to as POINT "D";
thence leaving said East line along said Northerly sideline, the following 2 courses:
 (1) North 67° 26' 46" West 79.43 feet; and
 (2) South 82° 33' 13" West 15.89 feet;
thence leaving said Northerly sideline, North 37° 00' 12" East 50.73 feet to a point on said Southerly line of State Highway 38, hereinafter referred to as POINT "E";
thence along said Southerly line, being a nontangent curve to the left, the center of which bears radially North 01° 30' 25" West, having a radius of 1607.73 feet, through a central angle of 02° 03' 21", an arc length of 57.68 feet to the Point of Beginning.

Containing 0.09 acre, more or less.

UNIT C

A perpetual easement and right of way to construct, reconstruct, enlarge, operate and maintain drainage facilities, and to flood, seep, pond, and overflow water over, through, and across the following described parcel of land:

COMMENCING at the hereinabove designated POINT "D";
thence leaving the Northerly sideline of **Unit A** of Parcel No. SGP-8, as described in the hereinabove described UNIT B, along the East line of said Northwest quarter of the Northeast quarter of Section 23, South 00° 45' 39" East 70.78 feet to the Southerly sideline of said **Unit A** and the Point of Beginning;
THENCE FROM SAID POINT OF BEGINNING continuing along said East line, South 00° 45' 39" East 49.42 feet to the parcel of land described as **PARCEL NO. 2** in the **GRANT DEED**, recorded October 29, 1975, in Book 8907, Page 797, of said Official Records;
thence leaving said East line along the Northerly boundary of said **PARCEL NO. 2**, North 86° 44' 30" West 73.07 feet;
thence leaving said Northerly boundary, North 22° 33' 12" East 69.53 feet to a point in said Southerly sideline of **Unit A** and hereinafter referred to as POINT "C";
thence along said Southerly sideline, South 67° 26' 46" East 49.78 feet to the Point of Beginning.

Containing 0.08 acre, more or less.

UNIT D

A temporary easement and right of way for the purpose of moving and/or maneuvering construction equipment and vehicles; the temporary storage of pipe, equipment and materials necessary for laying a pipeline, together with the equipment used in the digging of trenches and other earthwork pertinent to said pipeline; the temporary storage of spoil or excavated material during the period of the laying, relaying, installing and removing of said pipeline and related construction work; and any other operations necessary and appurtenant to the construction of said pipeline, over, through and across the following described parcel of land:

BEGINNING at the hereinabove designated POINT "B";
THENCE FROM SAID POINT OF BEGINNING along the South line of said Southeast quarter of said Section 14, South 89° 33' 51" West 278.20 feet;
thence leaving said North line, along a line parallel with and 90.00 feet Northwesterly of, measured at right angles to the Northwesterly sideline of the hereinabove described UNIT A, North 70° 41' 20" East 1010.77 feet to the East line of said Southeast quarter;
thence along said East line, South 00° 44' 03" East 94.95 feet to said Northwesterly sideline of UNIT A;
thence leaving said East line along said Northwesterly sideline South 70° 41' 20" West 717.28 feet to the Point of Beginning.

Containing 1.79 acres, more or less.

UNIT E

A temporary easement and right of way for the purpose of moving and/or maneuvering construction equipment and vehicles; the temporary storage of pipe, equipment and materials necessary for laying a pipeline, together with the equipment used in the digging of trenches and other earthwork pertinent to said pipeline; the temporary storage of spoil or excavated material during the period of the laying, relaying, installing and removing of said pipeline and related construction work; and any other operations necessary and appurtenant to the construction of said pipeline, over, through and across the following described parcel of land:

BEGINNING at the hereinabove designated POINT "E";
THENCE FROM SAID POINT OF BEGINNING leaving the Southerly line of State Highway 38, as shown on the **MAP** of Tract No. 14429, as described in the hereinabove described UNIT B, along the Northwesterly sideline of said UNIT B, South 37° 00' 12" West 50.73 feet to the Northerly sideline of Unit A of Parcel No. SGP-8, as described in said UNIT B;
thence along said Northerly sideline, the following 2 courses:
(1) South 82° 33' 13" West 166.62 feet; and
(2) Along a curve to the right, having a radius of 670.00 feet, through a central angle of 11° 07' 12", an arc length of 130.03 feet;
thence leaving said Northerly sideline, North 37° 00' 12" East 85.86 feet to said

Southerly line of State Highway 38;
thence along said Southerly line, the following 2 courses:

- (1) South 89° 17' 40" East 211.93 feet; and
- (2) Along a curve to the left, having a radius of 1607.73 feet, through a central angle of 02° 12' 25", an arc length of 61.93 feet to the Point of Beginning.
Containing 0.37 acre, more or less.

UNIT F

A temporary easement and right of way for the purpose of moving and/or maneuvering construction equipment and vehicles; the temporary storage of pipe, equipment and materials necessary for laying a pipeline, together with the equipment used in the digging of trenches and other earthwork pertinent to said pipeline; the temporary storage of spoil or excavated material during the period of the laying, relaying, installing and removing of said pipeline and related construction work; and any other operations necessary and appurtenant to the construction of said pipeline, over, through and across the following described parcel of land:

BEGINNING at the hereinabove designated POINT "C";
THENCE FROM SAID POINT OF BEGINNING along said Southerly sideline, the following 3 courses:

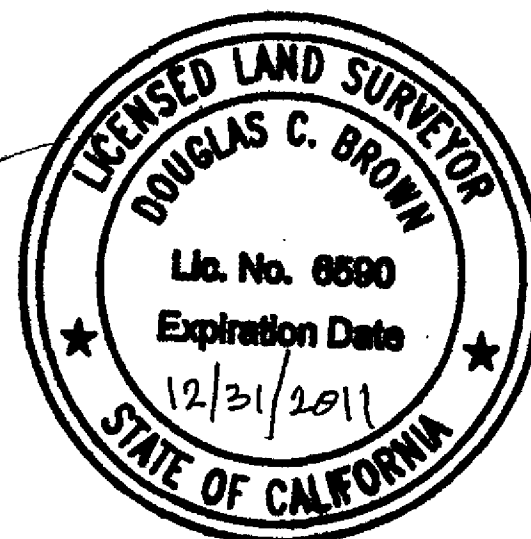
- (1) North 67° 26' 46" West 60.75 feet;
- (2) South 82° 33' 13" West 147.77 feet; and
- (3) Along a curve to the right, having a radius of 725.00 feet, through a central angle of 25° 20' 25", an arc length of 320.65 feet;

thence leaving said Southerly sideline, South 72° 03' 04" East 273.54 feet to the Northerly boundary of **PARCEL NO. 2** in the **GRANT DEED**, as described in the hereinabove described UNIT C;
thence along said Northerly boundary, South 86° 44' 30" East 232.71 feet to the Southwest corner of said UNIT C;
thence leaving said Northerly boundary North 22° 33' 12" East 69.53 feet to said Southerly sideline of **Unit A** and the Point of Beginning.

Containing 0.48 acre, more or less.

Bearings and distances used in the above descriptions are based on the California Coordinate System, CCS83, 1991.35, Zone 5.

Douglas C. Brown



OCT 21 2010

IN WITNESS WHEREOF, said corporation has caused its corporate name to be hereunto subscribed and its corporate seal to be affixed here unto, this 26th day of October, 2010.

By Pat Gilbreath, Patricia Gilbreath Mayor
 By Sam Irwin, Sam Irwin Clerk

[CORPORATE SEAL]

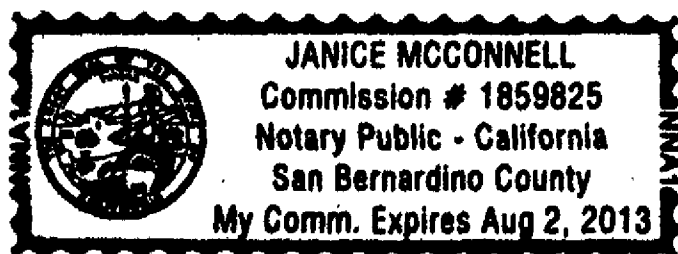
STATE OF CALIFORNIA

County of San Bernardino SS

On October 26, 20 10, before me, Janice McConnell, Notary Public personally appeared Patricia Gilbreath and Sam Irwin 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



[SEAL]

Janice McConnell
 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 20th day of December, 20 10

[Signature]
 Director of Water Resources

By Chief, Division of Engineers
Richard Sanchez

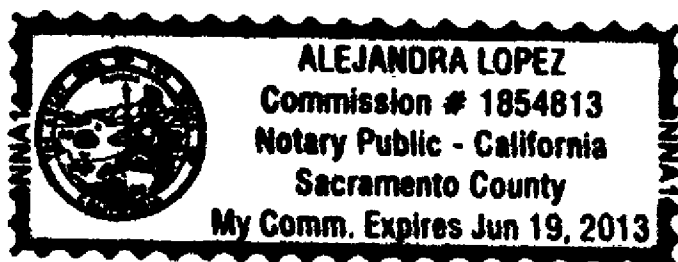
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Sacramento

On December 20, 2010 before me, Alejandra Lopez, Notary Public

personally appeared Richard 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 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

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Easement (Corporation to State)

Document Date: October 21, 2010

Number of Pages: _____

Signer(s) Other Than Named Above: Patricia G. Ibreath & Sam Irwin

Capacity(ies) Claimed by Signer(s)

Signer's Name: Richard Sanchez

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☒ Other: Div. Chief

Signer Is Representing: Department of Water Resources

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

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