

Lawyers Title

**LARRY WALKER**

Auditor/Controller - Recorder

877 Lawyer's Title

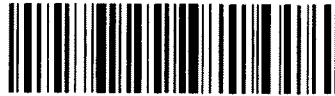
RECORDING REQUESTED BY

City of Redlands

AND WHEN RECORDED MAIL TO

Name City Clerk's Office
 Street City of Redlands
 Address P.O. Box 3005
 City, State Redlands CA 92373
 Zip

Doc #: 2010-0042996



Titles: 1 Pages: 6

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

Order No.

69653136

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT OF EASEMENT

This Grant of Easement is entered into among Property One, LLC ("Property One"); NYS, LLC ("NYS"); and the City of Redlands, a municipal corporation ("City") organized in accordance with the laws of the State of California. For valuable consideration, receipt of which is hereby acknowledged, Property One and NYS hereby grant to City an irrevocable easement over that certain real property ("Easement Area") described on Exhibit "A" and shown on Exhibit "B" attached hereto, for the following purposes:

- A. Right-of-way at any time, or from time to time, to construct, maintain, operate, replace and renew water well facilities and appurtenances in the area described on Exhibit "A" and shown on Exhibit "B", and appurtenant structure in, upon and across said Easement Area or any part thereof; and
- B. The right of ingress, egress, or occupation of vehicular or pedestrian traffic over and within the Easement Area for the purposes of constructing, maintaining, operating, replacing or renewing the water well facilities and appurtenant structures.

City shall be responsible for any and all costs arising out of or in connected with the constructing, maintaining, operating, replacing or renewing the water well facilities and appurtenant structures.

The easement and other rights granted herein are hereby expressly made subject to Property One's and NYS' paramount rights to use the property burdened by the easement in any manner which does not unreasonably interfere, hinder, or restrict Property One's and NYS' use and or development of the property burdened by the easement.

City shall indemnify, defend, and hold harmless Property One and NYS, and their successors and assigns, from any and all loss, damage, claims for damage, liability, suits, judgments, penalties, fines, expenses, and costs, including reasonable attorneys' fees, which arise out of

MAIL TAX STATEMENTS TO PARTY SHOWN ON THE FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

Name

Street Address

City & State

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- A. Right-of-way at any time, or from time to time, to construct, maintain, operate, replace and renew water well facilities and appurtenances in the area described on Exhibit "A" and shown on Exhibit "B", and appurtenant structure in, upon and across said Easement Area or any part thereof; and
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Name

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or in any way connected with City's use of the easement, as well as any negligent acts or omissions of City, or its elected officials, employees, agents, contractors, or representatives in the exercise of City's rights, duties, or obligations related to the easement, unless caused by the sole negligence or willful misconduct of Property One and/or NYS. The provisions of this indemnification clause shall survive the termination of the rights granted by the Property One and NYS to City in connection with the easement.

The easement hereby granted to City shall not be assigned or otherwise transferred or encumbered by City without prior written consent of Property One and NYS.

Executed on January 4, 2009:

Property One, LLC

By: Laura Dangermond

Laura Dangermond, Trustee of the Jack and Laura Dangermond Trust dated 10/7/00
as Manager

NYS, LLC

By: Laura Dangermond

Laura Dangermond, Trustee of the Jack and Laura Dangermond Trust dated 10/7/00
as Manager

EXHIBIT "A"
LEGAL DESCRIPTION
ACCESS AND MAINTENANCE EASEMENT

BEING A PORTION OF BLOCK 29 OF BARTON RANCH, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, FILED IN BOOK 6 OF MAPS, AT PAGE 19, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL "A" AS DESCRIBED BY GRANT DEED RECORDED DECEMBER 29, 2000, AS INSTRUMENT NO. 2000482615, OFFICIAL RECORDS OF SAID COUNTY, SAID BEGINNING ALSO BEING A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF STATE STREET AS SHOWN ON THE MAP OF MOORE AND WOODWORTH BROOKSIDE SUBDIVISION, FILED IN BOOK 23 OF MAPS, AT PAGE 19, OFFICIAL RECORDS OF SAID COUNTY;

THE FOLLOWING SIX (6) COURSE ARE ALONG THE SOUTHERLY AND WESTERLY LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED BY DOCUMENT RECORDED *_____, IN *CONCURRENTLY BOOK _____, AT PAGES _____, OFFICIAL RECORDS OF SAID COUNTY;

1. THENCE NORTH 85°13'00" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE AND THE SOUTHERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE CITY OF REDLANDS BY DOCUMENT RECORDED JULY 24, 1926 IN BOOK 125, AT PAGE 25, OFFICIAL RECORDS OF SAID COUNTY, A DISTANCE OF 55.30 FEET;
2. THENCE NORTH 04°47'00" EAST A DISTANCE OF 19.99 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 9.33 FEET;
3. THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 88°51'43", AN ARC LENGTH OF 14.47 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 49.33 FEET, A RADIAL LINE TO SAID BEGINNING BEARS NORTH 05°55'17" EAST;
4. THENCE WESTERLY ALONG SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 18°25'36", AN ARC LENGTH OF 15.86 FEET;
5. THENCE SOUTH 74°48'22" WEST A DISTANCE OF 9.99 FEET;
6. THENCE NORTH 14°30'01" WEST A DISTANCE OF 5.27 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF PARCEL 4 OF PARCEL MAP NO. 18165 IN THE CITY OF REDLANDS COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, FILED IN BOOK 233 OF PARCEL MAPS AT PAGES 54 THROUGH 56 INCLUSIVE, OFFICIAL RECORDS OF SAID COUNTY, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 2013.85 FEET, A RADIAL LINE TO SAID BEGINNING BEARS NORTH 26°52'28" WEST;

THENCE SOUTHWESTERLY ALONG SAID NON-TANGENT CURVE AND SAID SOUTHEASTERLY LINE, THROUGH A CENTRAL ANGLE OF 00°39'54", AN ARC LENGTH OF 23.37 FEET;

THENCE NORTH 15°12'30" WEST A DISTANCE OF 26.37 FEET;

THENCE NORTH 74°47'09" EAST A DISTANCE OF 30.48 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 76.00 FEET;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°28'19", AN ARC LENGTH OF 28.48 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTH WESTERLY HAVING A RADIUS OF 36.00 FEET A RADIAL LINE TO SAID BEGINNING BEARS NORTH 06°15'28" EAST;

EXHIBIT "A"
LEGAL DESCRIPTION
ACCESS AND MAINTENANCE EASEMENT

THENCE EASTERLY ALONG SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF $29^{\circ}33'56''$, AN ARC LENGTH OF 18.58 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 36.00 FEET A RADIAL LINE TO SAID BEGINNING BEARS NORTH $35^{\circ}49'24''$ EAST;

THENCE SOUTHEASTERLY ALONG SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF $31^{\circ}03'16''$, AN ARC LENGTH OF 19.51 FEET;

THENCE SOUTH $85^{\circ}13'52''$ EAST A DISTANCE OF 26.84 FEET;

THENCE SOUTH $04^{\circ}46'08''$ WEST A DISTANCE OF 41.80 FEET TO A POINT ON THE WESTERLY LINE OF SAID PARCEL "A";

THENCE SOUTH $01^{\circ}01'07''$ EAST ALONG SAID WESTERLY LINE, A DISTANCE OF 3.97 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 0.10 ACRES MORE OR LESS

ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION.


RICHARD S, FURLONG P.L.S. 8422 DATE 1-6-10
MY LICENSE EXPIRES ON 12/31/10



EXHIBIT "B"

SHEET 1


LEGEND:

P.O.B. - POINT OF BEGINNING (ACCESS MAINTENANCE EASEMENT)

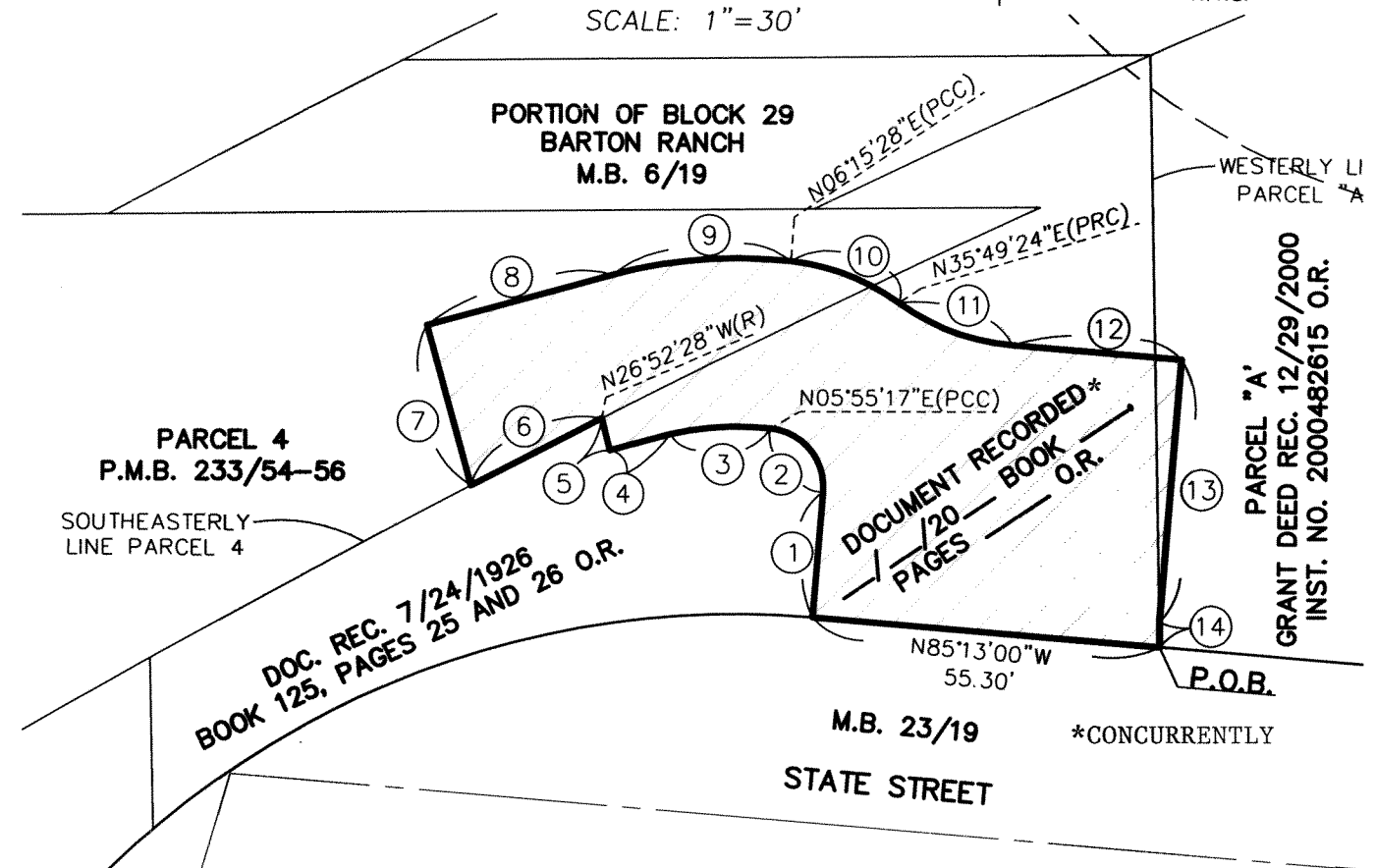
(R) - RADIAL LINE

(PCC) - POINT OF COMPOUND CURVE

(PRC) - POINT OF REVERSE CURVE

 - INDICATES EASEMENT AREA

SCALE: 1"=30'



LINE/CURVE DATA TABLE

○	DELTA/BEARING	RADIUS	LENGTH/DIST.
1	N04°47'00"E		19.99'
2	88°51'43"	9.33'	14.47'
3	18°25'36"	49.33'	15.86'
4	S74°48'22"W		9.99'
5	N14°30'01"W		5.27'
6	00°39'54"	2013.85'	23.37'
7	N15°12'30"W		26.37'
8	N74°47'09"E		30.48'
9	21°28'19"	76.00'	28.48'
10	29°33'56"	36.00'	18.58'
11	31°03'16"	36.00'	19.51'
12	S85°13'52"E		26.84'
13	S04°46'08"W		41.80'
14	S01°01'07"E		3.97'



RICHARD S. FURLONG, P.L.S. 8422 DATE
MY LICENSE EXPIRES ON 12/31/10

AEI CASC
ENGINEERING
937 SOUTH VIA LATA, SUITE 500
COLTON, CA 92324
PH. (909)783-0101 FAX (909)783-0108