

**LARRY WALKER**

Auditor/Controller – Recorder

R Regular Mail

RECORDING REQUESTED BY:

Municipal Utilities Department
City of Redlands

Doc#: 2008-0271897

Titles: 1 Pages: 9



Fees	0.00
Taxes	0.00
Other	0.00
PAID	\$0.00

WHEN RECORDED RETURN TO:

CITY CLERK'S OFFICE
CITY OF REDLANDS.
P.O. BOX 3005
REDLANDS, CA 92373

FEES NOT REQUIRED
PER GOVERNMENT CODE
SECTION 6103

(Above Space for Recorder's Use Only)
(EXEMPT FROM RECORDING FEE PER GOV. CODE § 6103)

GRANT OF EASEMENT

THIS GRANT OF EASEMENT (the "Easement") is made and entered into as of, April 9, 2008 by and between the San Bernardino Community College District, a California institution of higher education duly organized and validly existing under the laws of the State of California ("District" or "Owner"), and the City of Redlands, a municipal corporation (the "City"), with reference to the following facts:

A. Owner is the owner of the real property situated in the City of Yucaipa, California, commonly known as Crafton Hills College, 11711 Sand Canyon Road, Yucaipa, California (the "Owner Parcel").

B. Pursuant to this Easement and subject to the terms and conditions set forth herein, Owner desires to grant to the City a permanent non-exclusive easement over that portion of the Owner Parcel, legally described in Exhibit "A" hereto (the "Easement Area") and depicted in Exhibit "B" hereto ("Depiction of Easement Area").

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated herein as if set forth in full.

2. Grant of Easement. Owner hereby grants to City a permanent, non-exclusive easement for ingress and egress over the Easement Area in order to construct, maintain, operate, repair, and renew water service laterals, with incidental ordinary and necessary appurtenances necessary to supply Crafton Hills College with water via said water laterals. The Owner also grants to the City the right to enter and traverse upon other land of Owner in order to obtain access to and along the Easement Area by City, its officers, agents and employees or by persons under contract to City, whenever and wherever necessary for the purpose of conducting the activities permitted in this Easement. This Easement is for the benefit of the City, its officers,

agents and employees or by persons under contract to City. This Easement is subject to all existing easements, covenants, conditions, and restrictions recorded against the Owner Parcel.

3. Indemnification.

3.1 City shall be responsible for, and Owner shall not be answerable or accountable in any manner for any loss or expense by reason of any damage or injury to person or property, or both, arising out of the acts of City, its agents, officers, employees, or invitees, or resulting from City's design and/or construction of the Easement or from any cause whatsoever arising out of or in connection with the Easement including without limitation, mechanics liens, stop notices or any claim that Grantor, City or City's consultants failed to comply with any applicable law or regulation.

3.2 To the fullest extent permitted by law, City agrees to indemnify, defend and hold Owner entirely harmless from all liability arising out of:

3.2.1 Any and all claims under workers' compensation acts and others employee benefit acts with respect to City's employees or City's consultants' employees arising out of City's work under this Agreement

3.2.2 Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law; or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by City or any person, firm or corporation employed by City upon or in connection with the Easement, except for liability resulting from the sole or active negligence, or willful misconduct of the Owner, its officers, employees, agents or independent consultants who are directly employed by the Owner; and

3.2.3 Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of City, or any person, firm or corporation employed by City, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the Owner, arising out of, or in any way connected with the Easement, including injury or damage either on or off Owner property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the Owner.

3.2.4 City, at City's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings described in this section 3.2 that may be brought or instituted against the Owner, its officers, agents or employees, and shall pay or satisfy any judgment that may be rendered against the Owner, its officers, agents or employees in any such action, suit or other proceeding.

4. Insurance.

4.1 In connection with the Easement and activities permitted hereunder, the City shall procure and maintain the insurance policies as set forth in this Section 4. If third party contractors or consultants are hired by City to perform design, construction or maintenance

activities related to City's use of the Easement, City will require such third parties to provide the insurance policies as set forth in this Section 4. City may choose to self insure.

4.1.1 Public Liability and Property Damage. A suitable policy or policies of public liability and property damage insurance, insuring against all bodily injury, property damage, personal injury, and other loss or liability caused by or connected with City's use of the Easement. Such insurance shall be in amounts not less than \$1,000,000 for injury to or death of two or more persons as a result of any one accident or incident; and \$1,000,000 for property damage.

4.1.2 Automobile Liability. With regard to any vehicles which City brings onto the Easement Area, a suitable policy or policies of automobile liability insurance with a combined single limit of \$1,000,000 per accident.

4.1.3 Workers' Compensation. Workers' Compensation insurance in accordance with the laws of California, and employers' liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per occurrence.

4.1.4 Professional Liability. With respect to any architectural or engineering work, City's consultant must obtain professional liability insurance, including contractual liability, with limits of \$1,000,000 per occurrence.

5. General Provisions.

5.1 California Law. This Easement shall be interpreted, enforced and governed by and under the laws of the State of California.

5.2 Representations. Each party represents and warrants that, as of the date this Easement is recorded: (a) it is the owner of the real property which such party is described as owning in the recitals set forth at the beginning of this Easement; (b) it has not assigned or transferred or agreed to assign or transfer any of its right, title or interest in or to its real property or any portion thereof (excluding interests granted as security for the performance of an obligation); (c) it has the authority to enter into this Easement; and (d) this Easement is a valid and binding obligation of such party.

5.3 Transfers. Nothing contained in this Easement does, or shall be construed to, limit in any way the right and ability of the parties to transfer, sell or encumber their respective properties.

5.4 Encumbrances Subordinate. Any encumbrance recorded after recordation of this Easement or otherwise subordinated hereto affecting any portion of the Owner Parcel shall at all times be subject and subordinate to the terms of this Easement and any person/entity foreclosing any such encumbrance or acquiring title by reason of a deed in lieu of foreclosure shall acquire title to the premises or interest affected thereby subject to all of the terms of this Agreement.

5.5 Miscellaneous. This Easement may be modified only by a written agreement signed by the Owner and City. This Easement shall be binding on and benefit each

successive owner of the parcel. If any action or proceeding is commenced by any party to enforce the terms of this Easement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and costs in addition to any other relief awarded by the court. The parties' respective rights and remedies under this Easement are cumulative with and in addition to all other legal and equitable rights and remedies which the parties may have under applicable law.

SIGNATURES ON FOLLOWING PAGE

“OWNER”

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

By: _____

Name: _____

Title: _____

By: _____

Name: Ronald P Coenhang

Title: Business Manager

Address: 114 South Del Rosa Drive, San Bernardino, CA 92408

“CITY”

CITY OF REDLANDS, a municipal corporation

By: _____
N. Enrique Martinez, City Manager

ATTEST:

By: _____
Lorrie Poyzer, City Clerk

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Bernardino

On 5-14-08 before me, V Diggle, notary public
Date Here Insert Name and Title of the Officer

personally appeared Ronald P Genhand
Name(s) of Signer(s)

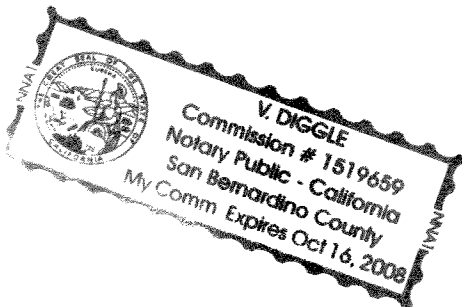
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), 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]
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: Grant of Easement City of Redlands Point B

Document Date: 5-14-08 Number of Pages: 11

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____



Signer's Name: _____

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

Signer Is Representing: _____



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 April 10, 2008, before me, Teresa Ballinger, Assistant City Clerk, on behalf of Lorrie Poyzer, City Clerk of the City of Redlands, California, personally appeared N. Enrique Martinez, City Manager and Lorrie Poyzer, City Clerk 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.
LORRIE POYZER, CITY CLERK

By: Teresa Ballinger
Teresa Ballinger, Assistant 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): City Manager and City Clerk

Entity Represented: City of Redlands, a municipal corporation

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW:

Title or Type of Document: Grant of Easement

Date of Document: April 9, 2008

Signer(s) Other Than Named Above: None

EXHIBIT "A"
LEGAL DESCRIPTION

WATER LATERAL EASEMENT

AN EASEMENT IN, UPON, AND ACROSS THAT PORTION OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT POINT "B" ON THE CENTERLINE OF A 40.00 FOOT WIDE EASEMENT INDICATED AS EASEMENT NUMBER 1 REFERRED TO IN THAT CERTAIN GRANT OF EASEMENT FROM THE SAN BERNARDINO COMMUNITY COLLEGE DISTRICT TO THE CITY OF REDLANDS RECORDED MARCH 26, 1973 IN THE OFFICIAL RECORDS OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA IN BOOK 8147 AT PAGE 842;

THENCE CONTINUING NORTHEASTERLY ALONG SAID CENTERLINE CURVING TO THE LEFT WITH A RADIUS OF 636.14 FEET THROUGH A CENTRAL ANGLE OF 05°48'43", AN ARC DISTANCE OF 64.53 FEET;

THENCE LEAVING SAID CENTERLINE ON A RADIAL BEARING SOUTH 07°12'42" EAST A DISTANCE OF 20.00 FEET TO THE SOUTHEAST EDGE OF THE SAID 40.00 FOOT WIDE EASEMENT AND THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 09°14'36" EAST A DISTANCE OF 30.48 FEET;


THENCE NORTH 80°45'24" EAST A DISTANCE OF 20.00 FEET;

THENCE NORTH 09°14'36" WEST A DISTANCE OF 30.07 FEET TO THE SOUTHEAST EDGE OF THE SAID 40.00 FOOT WIDE EASEMENT;

THENCE SOUTHWESTERLY ALONG SAID SOUTHEAST EDGE CURVING TO THE RIGHT WITH A RADIUS OF 656.14 FEET THROUGH A CENTRAL ANGLE OF 01°44'48", AN ARC DISTANCE OF 20.00 FEET TO THE **TRUE POINT OF BEGINNING**

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

 2/22/08
WILLIAM R. DICK, PLS 5276 DATE
LICENSE EXPIRES 12/31/09

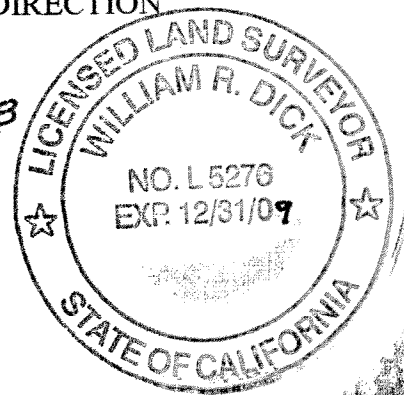
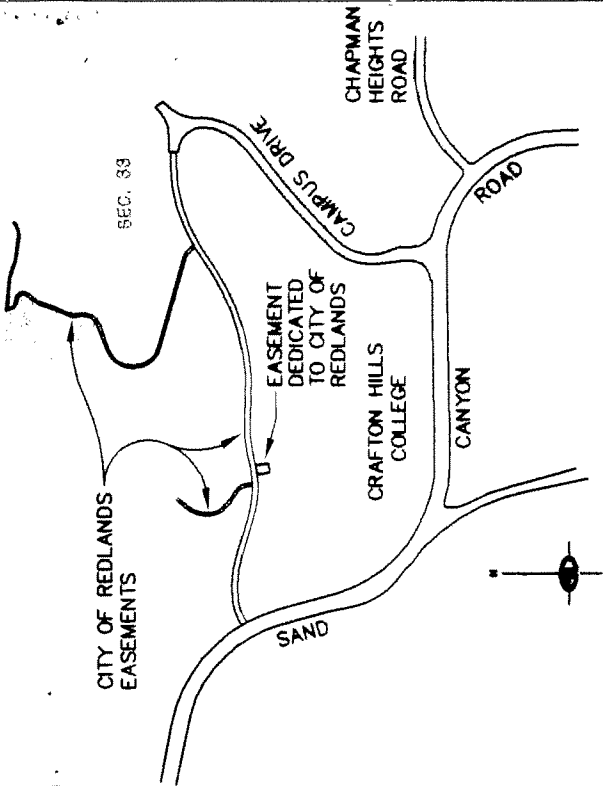
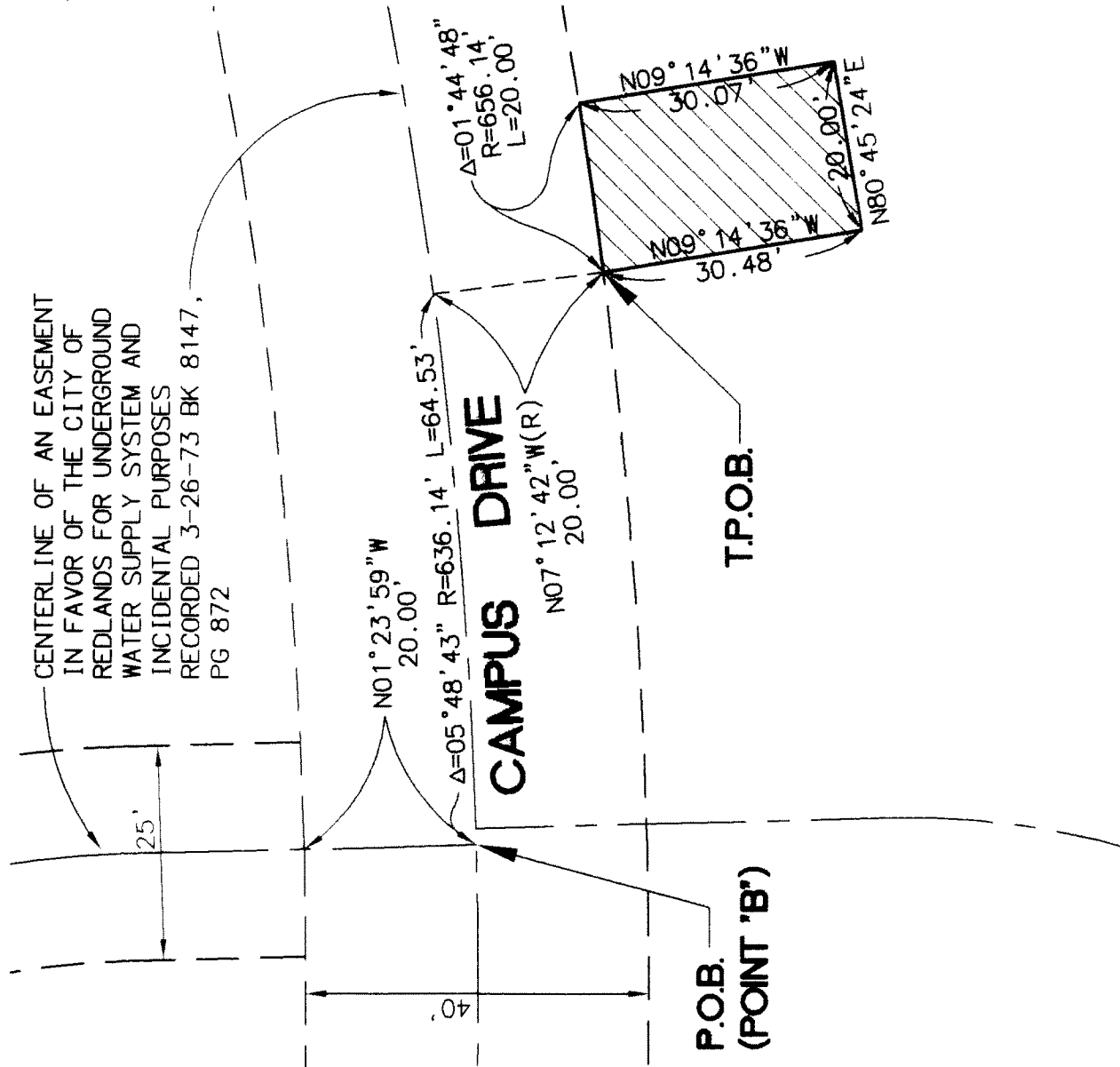


EXHIBIT B

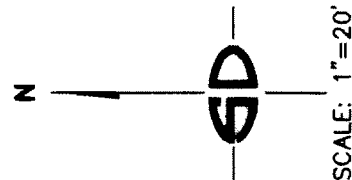


VICINITY MAP

NO SCALE

LEGEND

- P.O.B. = POINT OF BEGINNING
- T.P.O.B. = TRUE POINT OF BEGINNING
- () = INDICATES RECORD DATA PER EASEMENT RECORDED 3/26/73 BK 8147, PG 872
- [Shaded Box] = INDICATES WATER LINE EASEMENT TO THE CITY OF REDLANDS



Snipes-Dye associates
 civil engineers and land surveyors
 8348 CENTER DRIVE, STE. G, LA MESA, CA 91942
 TELEPHONE (619) 697-9234 FAX (619) 460-2033

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