



LARRY WALKER
Auditor/Controller – Recorder

P Counter

RECORDING REQUESTED BY:

**SAN BERNARDINO VALLEY
MUNICIPAL WATER DISTRICT**

Doc#: 2007 – 0617649

Titles: 1 Pages: 7



Fees	0.00
Taxes	0.00
Other	0.00
PAID	\$0.00

WHEN RECORDED MAIL TO

CITY OF REDLANDS

P.O. Box 3005
Redlands, CA 92373-1505

Attn: Lorrie Poyzer, City Clerk

and

**SAN BERNARDINO VALLEY
MUNICIPAL WATER DISTRICT**

P.O. Box 5906
San Bernardino, CA, 92412-5906

Attn: Sam Fuller, Chief Engineer

SPACE ABOVE THIS LINE FOR RECORDER'S USE

UTILITY EASEMENT

The City of Redlands, a municipal corporation, ("GRANTOR"), hereby grants to the San Bernardino Valley Municipal Water District, a municipal water district, ("GRANTEE"), and its successors and assigns, a permanent utility easement as described below, over, under, across, and through the Property described in the legal description set forth in EXHIBIT "A" (the "Property"), and shown on EXHIBIT "B," both of which are attached hereto and by this reference made a part hereof.

A. GRANTEE rights in the Property:

- (1) GRANTEE is granted a Permanent Utility Easement over, under, across and through the Property for the following purposes: to construct, lay, operate, patrol, maintain, repair, reconstruct, modify, alter, enlarge, add to, relay, remove and replace a subsurface utility pipeline or pipelines for transportation of water, sewage and gas together with all fixtures, communications, data or control facilities, and any other devices or appurtenances, below the ground surface, except for GRANTOR approved facilities, used or useful with respect to said pipelines that GRANTEE may wish to construct or permit to be constructed.

- (2) It is expressly understood and agreed that GRANTOR, and its successors and assigns, does not have the right to any use of the Property that is inconsistent with the uses granted herein to GRANTEE. 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) Erection or construction of solid property or field barriers, such as rock, cinder block or concrete walls;
 - (e) Erection or construction of cross fencing within the Property without including vehicular access gates therein, or the provision of reasonable alternative vehicular access to GRANTEE.
- (3) It is expressly understood and agreed that GRANTOR, and its successors and assigns, does not have the right, excepting activities associated with citrus farming, without prior receipt of an encroachment permit from GRANTEE, to make any use of the Property that would encroach on the uses granted to GRANTEE herein. Permitted uses of the Property requiring an encroachment permit 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, excepting irrigation for citrus farming, or making any other surface or subsurface alterations or improvements, excepting activities associated with citrus farming;
 - (b) Erection or construction of fencing of any kind or nature not prohibited in Paragraph A(2) above;
 - (c) Alteration of the ground surface elevation by more than 12 inches, excepting activities associated with citrus farming.
- (4) It is expressly understood and agreed that GRANTOR, and its successors or assigns does not have the right, without prior written consent of GRANTEE, to grant any easement or license, or permit any encroachment of any kind whatsoever in or over the Property.

B. GRANTOR's rights with respect to use of the Property:

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

GRANTEE shall not unreasonably withhold an encroachment permit under Paragraph A(3) above, or consent under Paragraph A(4) above, provided any proposed activity, construction or improvement is designed in accordance with generally accepted engineering principles and practices for the protection of GRANTEE's facilities and GRANTEE's rights as herein granted.

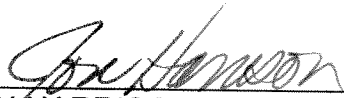
C. Meaning of Permanent Utility Easement.

The term "permanent utility easement" as used herein means GRANTOR has no right to grant any easements or licenses, or permit encroachments of any kind whatsoever in or over the Property, except as provided under Paragraphs A(3) and A(4) above.

GRANTOR and GRANTEE, respectively, shall each defend, indemnify and hold harmless the other from and against any and all claims, actions, damages, liability or losses, including reasonable attorneys' fees and other professional costs, in connection with loss of life, personal injury and/or damages to property arising from or out of the negligent and/or intentionally wrongful acts or omissions of such parties, and their respective officers, agents, representatives, contractors, employees or invitees.

Document Dated: November 5, 2007

CITY OF REDLANDS, a municipal corporation

By: 
JON HARRISON, Mayor

ATTEST:


LORRIE POYZER, City Clerk

CERTIFICATE OF ACCEPTANCE OF EASEMENT

This is to certify that the interest in real property conveyed by the attached utility easement dated November 5, 2007 from the City of Redlands to San Bernardino Valley Municipal Water District, a public agency, is hereby accepted by order of the Board of Directors, and the grantee consents to the recordation thereof by its duly authorized officer.

Date: 11/5/2007

San Bernardino Valley Municipal Water District

By: 
General Manager

EXHIBIT A

ALL THAT PORTION OF PARCEL 3 OF PARCEL MAP NO. 17558 AS RECORDED IN BOOK 216, PAGES 92 AND 93 OF PARCEL MAPS OF OFFICIAL RECORDS OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

A STRIP OF LAND 70.00 FEET IN WIDTH, LYING 35.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE CENTERLINE INTERSECTION OF TEXAS STREET AND SAN BERNARDINO AVENUE, SAID INTERSECTION BEING THE SOUTHWEST CORNER OF SECTION 15; TOWNSHIP 1 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF;

THENCE, SOUTH 89° 59' 24" EAST, ALONG THE CENTERLINE OF SAID SAN BERNARDINO AVENUE, A DISTANCE OF 758.19 FEET;

THENCE, NORTH 00° 00' 36" EAST, A DISTANCE OF 53.00 FEET TO THE NORTHERLY RIGHT-OF-WAY OF SAID SAN BERNARDINO AVENUE; BEING THE **TRUE POINT OF BEGINNING**;

THENCE, NORTH 00° 00' 36" EAST, A DISTANCE OF 92.00 FEET TO THE SOUTH LINE OF PARCEL 1 OF SAID PARCEL MAP 17558 AS CONVEYED TO THE SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT, A MUNICIPAL WATER DISTRICT, BY GRANT DEED RECORDED JANUARY 25, 2006 AS INSTRUMENT NO. 20070048871 OF OFFICIAL RECORDS OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, BEING THE NORTHERLY TERMINUS OF THIS LINE.

THE SIDE LINES OF THIS STRIP OF LAND SHALL BE EXTENDED OR SHORTENED SO AS TO BEGIN ON SAID NORTH RIGHT OF WAY OF SAN BERNARDINO AVENUE AND END ON THE SOUTH BOUNDARY OF SAID PARCEL 1.

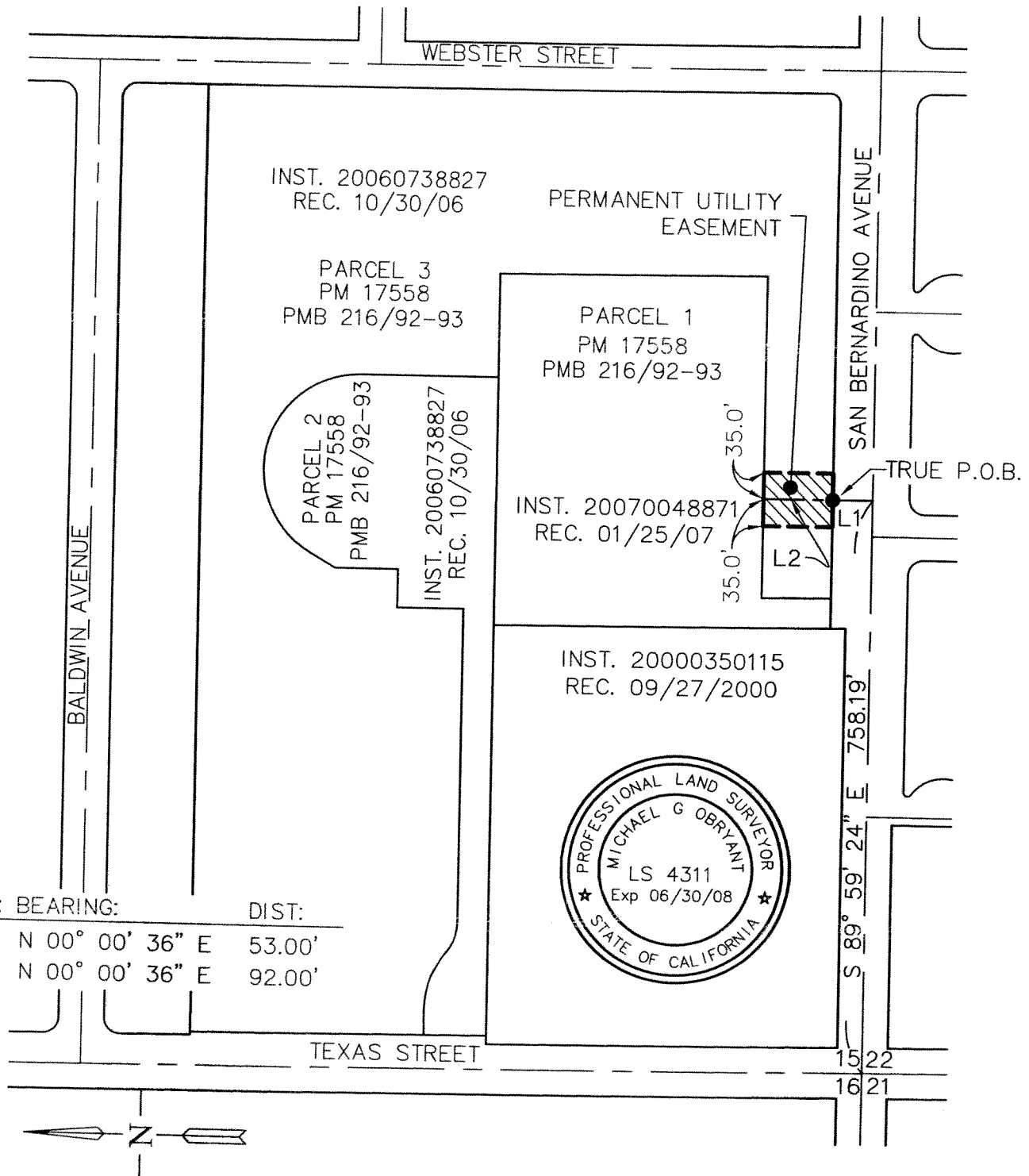
CONTAINING 0.15 ACRES, MORE OR LESS.

PREPARED UNDER THE SUPERVISION OF:


MICHAEL G. OBRYANT
PLS 4311, EXPIRES 06/30/08
07-14-03.doc MOB/bob
07/17/07



EXHIBIT "B"



OBRYANT SURVEYING

821 W. Colton Ave * Redlands CA 92374
(909) 798 - 8771 * Fax (909) 335 - 1282

PREPARED UNDER MY SUPERVISION ON : 06-12-07

MICHAEL G OBRYANT PLS 4311

PREPARED BY: MOB
DATE: 06-12-07
JN: 07-14

SCALE: 1" = 200'

SHEET 1 OF 1 SHEETS