

RECORDING REQUESTED BY  
AND  
WHEN RECORDED MAIL TO:

Stacey Aldstadt, General Manager  
City of San Bernardino  
Municipal Water Department  
P.O. Box 710  
300 North D Street  
San Bernardino, CA 92402

APN: \_\_\_\_\_

(PROJECT NAME)

NO FEE PER GOVERNMENT CODE SECTION 6103  
SPACE ABOVE FOR RECORDER'S USE

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## GRANT OF EASEMENT

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This Grant of Easement is entered into by and between the \_\_\_\_\_  
called Grantor, and the City of San Bernardino, hereinafter called Grantee.

Grantor in consideration of the mutual promises contained herein, and the public benefit provided, hereby grants unto Grantee, its successors and assigns, an easement to locate, relocate, construct, reconstruct, maintain, alter, enlarge, inspect, repair and replace underground pipelines for the transportation of water, and all pipes, conduits, manholes, structures and equipment necessary or convenient thereto, on, under across that certain real property described and shown on Exhibit "A", attached hereto and by this reference made a part hereof.

**THIS EASEMENT IS GRANTED SUBJECT TO THE CONDITIONS AS SHOWN ON  
EXHIBIT "B" ATTACHED AND MADE A PART HEREOF.**

Date \_\_\_\_\_

(Type Grantor's Name Here)

By \_\_\_\_\_

Print Name \_\_\_\_\_

Print Title \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

APN: \_\_\_\_\_

## **EXHIBIT "B" CONDITIONS**

1. Grantee hereby agrees to save and hold harmless Grantor and its officers or employees from all sums which Grantor or any of its officers or employees may be obligated to pay by reason of any liability imposed on them for damages arising out of the performance of the services rendered by Grantee and caused by any error, omission or act of Grantee or any person employed by him or her or any others for whose acts Grantee is legally liable. Said sums shall include, in the event of legal action, court costs, expenses of litigation and reasonable attorney's fees.
2. Grantor hereby agrees to save and hold harmless Grantee and its departments, agencies, officers or employees from all sums which Grantee or any of its departments, agencies, officers, or employees may be obligated to pay by reason of any liability imposed on them for damages arising out of the performance of the services rendered by Grantor and caused by any error, omission or act of Grantor or any person employed by him or her or any others for whose acts Grantor is legally liable. Said sums shall include, in the event of legal action, court costs, expenses of litigation and reasonable attorney's fees.
3. Grantor reserves the right to use said real property in any manner, provided such use does not unreasonably interfere with Grantee's rights hereunder. No structures will be erected within the limits of this easement to include but not limited to buildings, walls, swimming pools, ponds, fences and similar type structures. Any structures placed within easement limits without the approval of the Grantee will be removed at the Grantor's expense.
4. No substantial landscape items will be installed within the limits of this easement to include but not limited to trees, shrubs, landscape walls and similar type landscape material. Limited groundcover landscaping will be subject to written approval by Grantee and any landscape groundcover material previously approved by Grantee, and placed within easement limits and subsequently removed due to Grantee's activity shall be replaced by Grantee at Grantee's expense. Any landscape material placed within easement limits without the approval of the Grantee will be removed at Grantor's expense.
5. Grantor reserves the right to require Grantee, at Grantor's expense, to remove and relocate all improvements placed by Grantee upon said real property, upon determination by Grantor that the same will interfere with future development of Grantor's property. Within 180 days after Grantor's written notice and demand for removal and relocation of the improvements, Grantee shall remove and relocate the improvements to a feasible location on the property of Grantor, as designated by Grantor provided that Grantor shall grant Grantee with an easement in such new location, on the same terms and conditions as herein stated, all without cost to Grantee, and Grantee thereupon shall reconvey to Grantor the easement herein granted.
6. Grantee agrees to use due care in any use of the easement herein granted and in the construction, installation, repair, replacement and maintenance of Grantee's improvements on the easement area as provided for herein so as not to unreasonably disturb Grantor's use of its property.

PROJECT NAME: \_\_\_\_\_  
APN: \_\_\_\_\_

### **Certificate of Acceptance**

This is to certify that the interest in real property conveyed by the within instrument to Grantee, the City of San Bernardino, California, a municipal corporation, is hereby accepted by order of the City Council, and Grantee consents to the recordation thereof by its duly authorized officer.

CITY OF SAN BERNARDINO

By: \_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

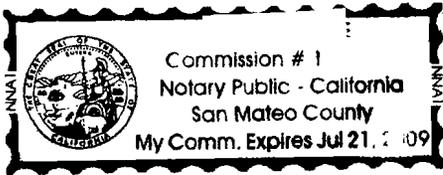
County of San Mateo

On December 4, 2006 before me, [Signature] Notary Public  
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared [Signature]  
Name(s) of Signer(s)

- personally know to me
- 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.

Place Notary Seal Above

[Signature]  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to person 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

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

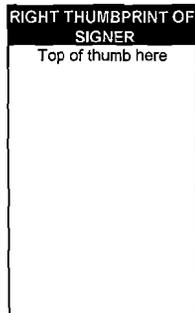
Signer(s) Other Than Named Above: \_\_\_\_\_

**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: \_\_\_\_\_

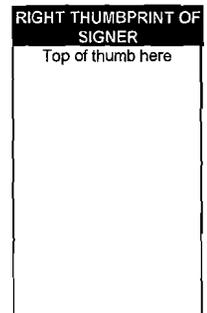
Signer Is Representing:  
\_\_\_\_\_  
\_\_\_\_\_



Signer's Name: \_\_\_\_\_

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

Signer Is Representing:  
\_\_\_\_\_  
\_\_\_\_\_



**THIENES ENGINEERING, INC.**  
14349 FIRESTONE BOULEVARD  
LA MIRADA, CA. 90638

NOVEMBER 13, 2006  
J.N. 2564B  
SHEET 1 OF 2

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**WATER EASEMENT**

A STRIP OF LAND 25.00 FEET IN WIDTH, SITUATE OVER A PORTION OF PARCEL 1 OF PARCEL MAP NO. 14704, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 177, PAGES 17 AND 18 OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING 12.50 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

**BEGINNING** AT A POINT IN THE NORTHERLY LINE OF SAID PARCEL 1 DISTANT SOUTH 89° 56' 46" WEST 37.00 FEET THEREON FROM THE NORTHEAST CORNER OF SAID PARCEL;

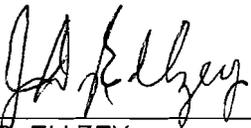
THENCE PARALLEL WITH THE EASTERLY LINE OF SAID PARCEL 1 SOUTH 00° 03' 14" EAST 391.11 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID PARCEL 1, SAID POINT BEING THE **END POINT** OF THIS DESCRIPTION.

THE SIDES OF SAID EASEMENT SHALL BE LENGTHENED OR SHORTENED TO TERMINATE AT SAID SOUTHERLY LINE OF PARCEL 1.

**STRIP CONTAINING:** 9,779 SQUARE FEET MORE OR LESS.

**SUBJECT TO:** COVENANTS, CONDITIONS, RESRICTIONS, RESERVATIONS, EASEMENTS AND RIGHTS-OF-WAY, IF ANY.

DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION.

 DATE: 11-13-06

J. D. ELLZEY  
P.L.S. No. 2767  
REG. EXP. 06/30/08 necessary



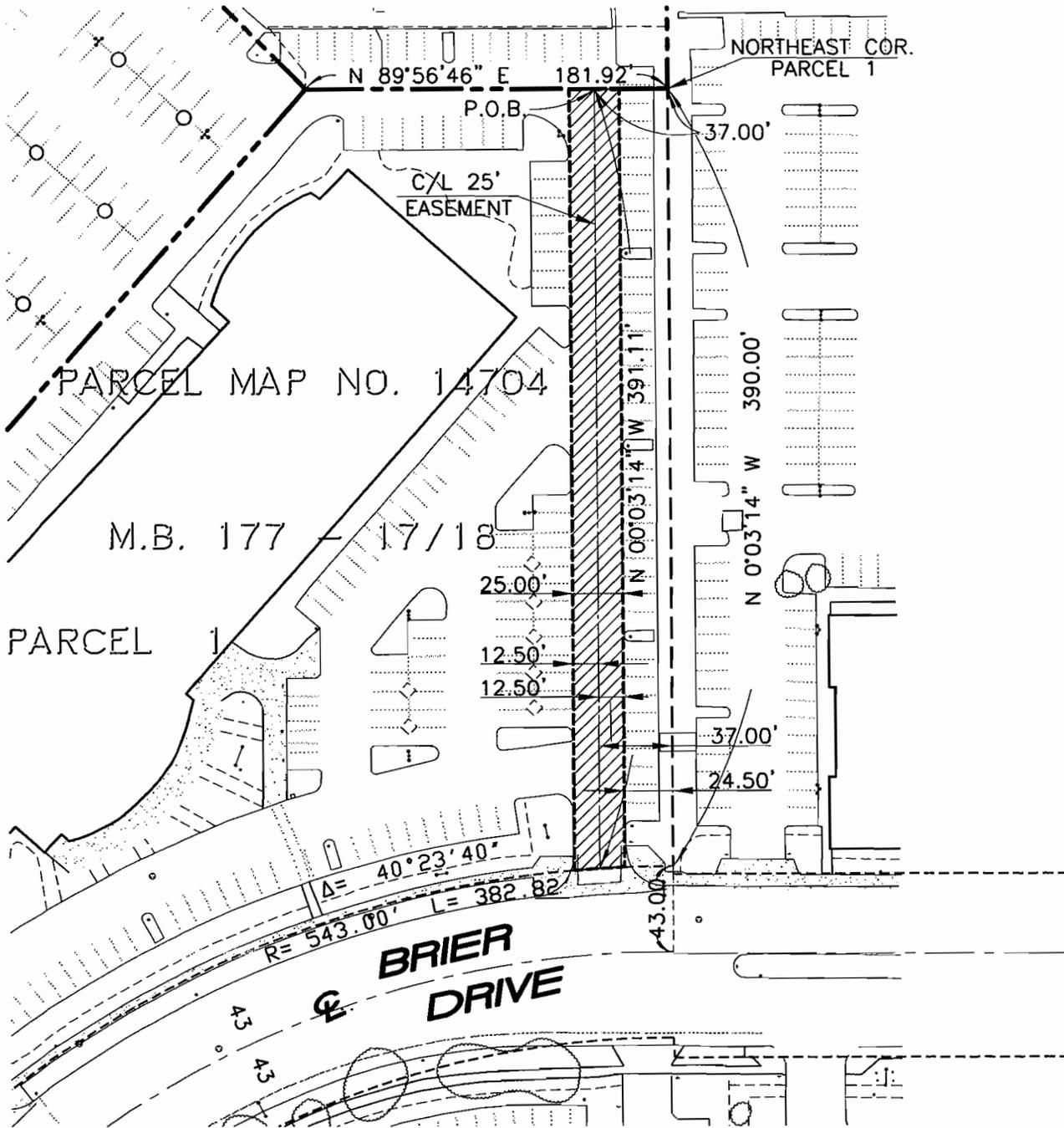
SCALE: 1"=80'

SHEET 2 OF 2

PROJECT NAME: NORTH RIVER PLACE  
A.P.N.# 281-021-025

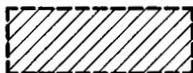
# EXHIBIT "A"

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR  
25' WATER EASEMENT



### LEGEND:

INDICATES A 25' WATER  
EASEMENT  
CONTAINS: 9,779 SQ. FT. ±



Last Update: 10/23/06  
N:\2564\ESMT\WATER\2564BWATER\_ESMT.dwg

**THI** Thienes Engineering, Inc.  
 CIVIL ENGINEERING • LAND SURVEYING  
 14349 FIRESTONE BOULEVARD  
 LA MIRADA, CALIFORNIA 90638  
 PH.(714)521-4811 FAX(714)521-4173

### SURVEYOR:

PREPARED UNDER THE SUPERVISION OF:

*J. D. Ellzey*

11-13-06

J. D. ELLZEY  
P.L.S. NO. 2767  
REG. EXP. JUNE 30, 2008

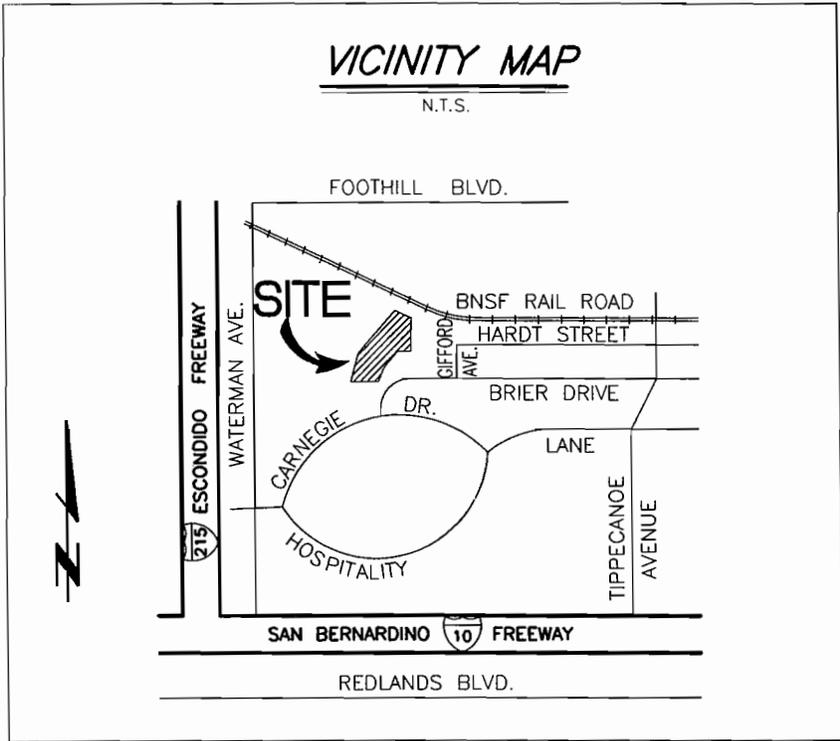
DATE



PROJECT NAME: NORTH RIVER PLACE  
A.P.N.# 281-021-025

### VICINITY MAP

N.T.S.



### LOCATION MAP

N.T.S.

MAP NO. 14704  
M.B. 177 17/18

