

APPENDIX P

CITY OF SAN BERNARDINO
MUNICIPAL WATER DEPARTMENT

GRANT OF EASEMENT FORMS



City of San Bernardino
Municipal Water Department
195 North "D" Street
San Bernardino, CA 92402

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

GRANT OF EASEMENT

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

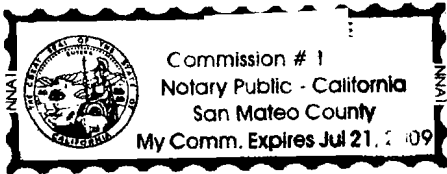
County of San Mateo

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: _____

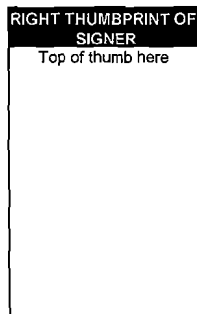
Signer(s) Other Than Named Above: _____

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: _____

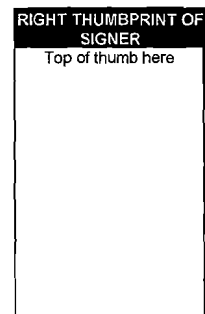
Signer Is Representing:



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



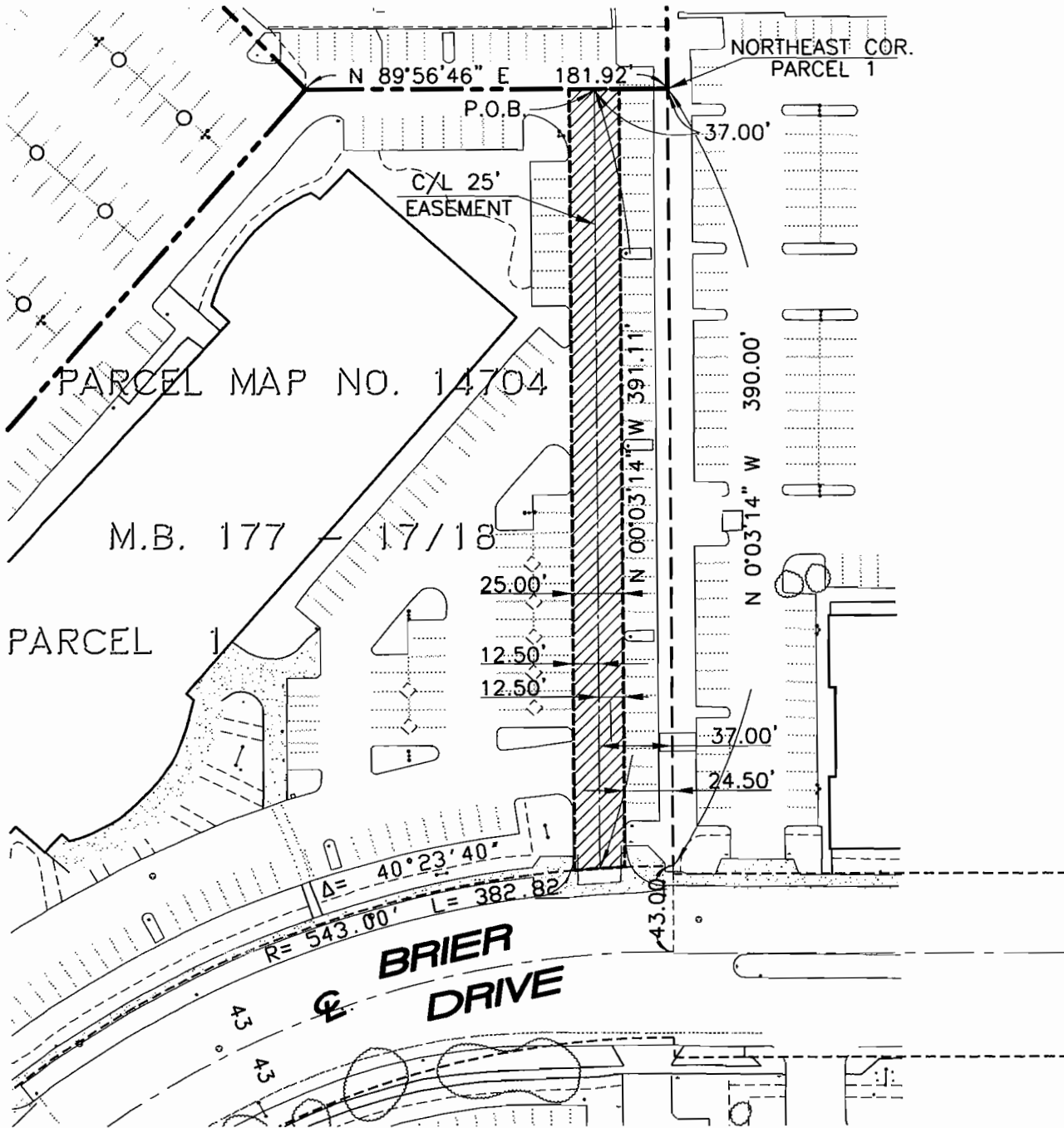
SCALE: 1"=80'

SHEET 2 OF 2

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

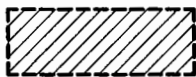
EXHIBIT "A"

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

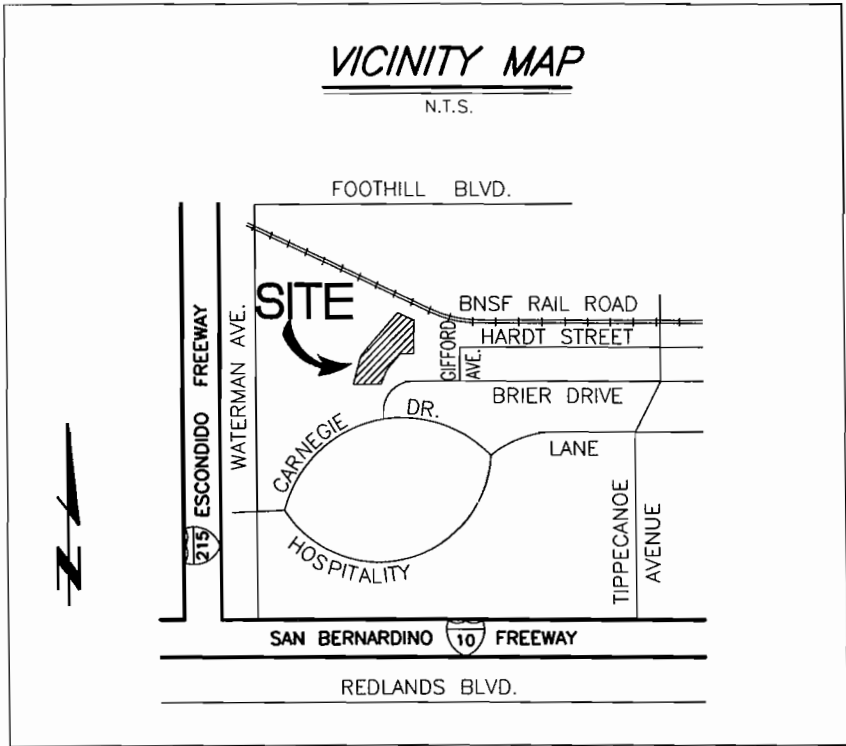
DATE



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

