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Doc No. 20010225504  
3:10pm 06/11/01

RECORDING REQUESTED BY:

PUBLIC WORKS DEPARTMENT  
CITY OF REDLANDS

WHEN RECORDED RETURN TO:

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

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**CORPORATION GRANT OF NON-EXCLUSIVE EASEMENT**

DX- 1234

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY OF RIVERSIDE, a municipal corporation of the State of California ("Grantor"), does hereby grant to the CITY OF REDLANDS, a municipal corporation of the State of California, its successors and assigns ("Grantee"), a non-exclusive easement for covered storm drain purposes, across the real property located in the City of Redlands, County of San Bernardino, State of California, described in Exhibit "A," and depicted in Exhibit "B," all as attached hereto and incorporated herein by reference.

This grant of easement is made expressly subject to the following terms:

**Paramount Rights of Grantor:** The easement granted herein above is subject to Grantor's paramount right to use the property burdened by the easement in a manner which does not unreasonably interfere with said easement. Grantee's exercise of the rights granted herein shall be done in a manner which does not unreasonably interfere, hinder or restrict Grantor's use and/or development of the property burdened by the easement.

**Indemnification:** Excepting only loss or damage resulting from the willful or active misconduct by Grantor, Grantee shall defend, indemnify and hold Grantor, its officers and employees, harmless from any and all loss, damage, claims for damage, liability, suits, judgments, fines, expenses and costs, including attorney's fees, which arise out of or are in any way connected with Grantee's use of this easement, as well as any acts or omissions of Grantee, its officers, employees, agents, contractors or representatives in the exercise of its rights, duties or obligations related to the easement.

Grantor shall give Grantee reasonable notice of any and all claims giving rise to Grantee's obligation to indemnify Grantor. Grantee shall use counsel reasonably acceptable to Grantor in carrying out Grantee's obligations hereunder. The provisions of this indemnification section shall survive the termination of the rights granted by Grantor to Grantee in connection with this grant of easement.

**Assignment:** The easement hereby granted to Grantee shall not be assigned or otherwise transferred or encumbered by Grantee without the prior written consent of Grantor.

IN WITNESS WHEREOF, this Corporation Grant of Non-Exclusive Easement was executed by

DX 1234

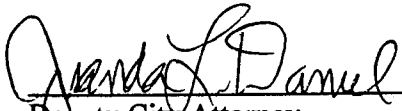
Grantor on this 5th day of June, 2001.

**"GRANTOR"**

**CITY OF RIVERSIDE, a municipal corporation**

By   
City Manager

Approved as to Form:

  
Deputy City Attorney

Attest:

  
City Clerk

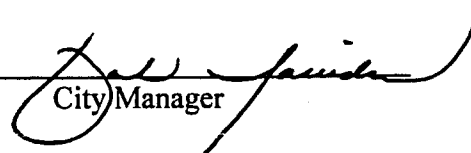
**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the City of Riverside, a municipal corporation, to the City of Redlands, a municipal corporation, in the foregoing Corporation Grant of Non-exclusive Easement, is hereby accepted, and the Grantee consents to the recordation thereof by its duly authorized agent.

Dated: 5.14.01

**"GRANTEE"**

**CITY OF REDLANDS, a municipal corporation**

By:   
City Manager

State of California

County of Riverside

On June 7, 2008 before me, Janis Lowry, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared L. E. Kulson and Colleen Neal  
Name(s) of Signer(s)

personally known to me - OR -  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.

Janis Lowry  
Signature of Notary Public

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

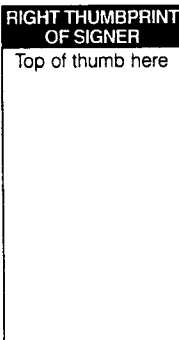
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

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

**Capacity(ies) Claimed by Signer(s)**

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

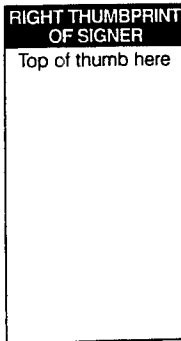
- Individual
- Corporate Officer
- Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



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: \_\_\_\_\_

RECORDERS MEMO:  
POOR RECORD DUE TO QUALITY  
OF ORIGINAL DOCUMENT

DX-1234-3

**EXHIBIT "A"**

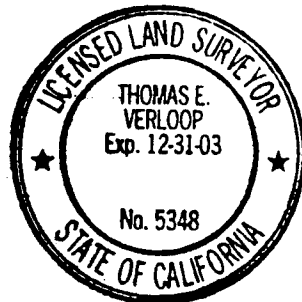
LEGAL DESCRIPTION  
EASEMENT FOR STORM DRAIN PURPOSES  
(CITY OF RIVERSIDE)

That portion of Lots 54 and 66 of Orange Grove Homestead Tract, in the City of Redlands, County of San Bernardino, State of California, as per plat recorded in book 2 of Maps, page 5, in the office of the County Recorder of said County together with a portion of Lot 6, Block 70 Rancho San Bernardino, as per plat recorded in Book 7 of Maps, Page 2, in the office of said County Recorder, included within a strip of land, 30.00 feet in width, the centerline of said strip being described as follows:

Commencing at the Southwesterly terminus of that certain course shown as "N14°03'54"E 126.90' ", said course being a portion of the Northwesterly line of Parcel 1 of Lot Line Adjustment No. 410 as described and shown in that certain Certificate of Compliance recorded November 29, 2000, as Document No. 20000436365 of Official Records in the office of said County Recorder; thence North 14°03'54" East 48.93 feet along said Northwesterly line to the TRUE POINT OF BEGINNING; thence South 89°33'35" West 527.65 feet to the beginning of a tangent curve concave Northerly having a radius of 90.00 feet; thence Westerly 6.20 feet along said curve through a central angle of 3°56'45"; thence North 86°29'40" West 162.26 feet to the Southeasterly line of the land described in the deed to the San Bernardino County Flood Control District recorded in Book 6926, Page 512 of Official Records in the office of said County Recorder.

The sidelines of said strip to be prolonged or shortened to terminate Easterly in said Northwesterly line of Parcel 1 and Westerly in said Southeasterly line of the land of the San Bernardino County Flood Control District.

Subject to covenants, conditions, reservations, restrictions, rights of way and easements, if any, of record.



  
THOMAS E. VERLOOP, PLS 5348



SANTA ANA RIVER

N86°29'40"W  
162.26'

$\Delta=3^{\circ}56'45''$   
R=90.00'  
L=6.20'

SE'LY LINE OF LAND DESCRIBED  
IN THE DEED TO THE SAN  
BERNARDINO FLOOD CONTROL  
DISTRICT PER 6926/512, O.R.

LOT 3

S89°33'35"W 527.65'

RANCHO SAN BERNARDINO

M.B. 7/2

BLOCK 70

LOT 6

LEGEND

- NO. NUMBER
- O.R. OFFICIAL RECORDS
- M.B. MAP BOOK
- L.S. LAND SURVEYOR
- T.P.O.B. TRUE POINT OF BEGINNING
- NW'LY NORTHWESTERLY
- SE'LY SOUTHEASTERLY

ORANGE GROVE HOMESTEAD TRACT

M.B. 2/6

54

55

POINT OF COMMENCEMENT

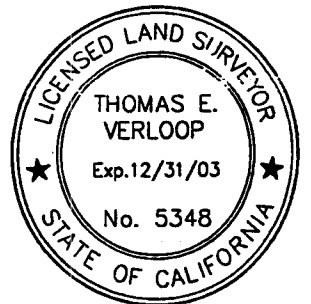
N14°03'54"E 48.93'  
T.P.O.B.

"N14°03'54"E 126.90"

66

NW'LY LINE OF PARCEL 1,  
LOT LINE ADJUSTMENT NO.  
410 PER INSTRUMENT NO.  
20000436365, O.R.

LOT LINE ADJUSTMENT NO. 410  
PER INSTRUMENT NO. 20000436365, O.R.  
PARCEL 1



*Thomas E. Verloop*  
THOMAS E. VERLOOP L.S. 5348

HUITT-ZOLIARS

1101 S. Milliken Avenue • Suite G • Ontario, CA 91761  
909/390-8400 \*909/390-8406 FAX

EXHIBIT "B"

SKETCH TO ACCOMPANY  
LEGAL DESCRIPTION FOR  
EASEMENT FOR STORM DRAIN PURPOSES  
(CITY OF RIVERSIDE)

SCALE 1" = 100'

DRAWN BY ML/TEV

DATE 4/17/2001

JOB NO. 11-0154-01

DX1234-5