



Contract Number

SAP Number

Real Estate Services Department

Department Contract Representative	<u>Terry W. Thompson, Director</u>
Telephone Number	<u>(909) 387-5252</u>
Contractor	<u>Golden State Water Company</u>
Contractor Representative	<u>Denise Kruger, Senior VP or</u> <u>Eva Tang, Senior VP</u>
Telephone Number	<u>(800) 999-4033</u>
Contract Term	<u></u>
Original Contract Amount	<u>\$682</u>
Amendment Amount	<u></u>
Total Contract Amount	<u>682</u>
Cost Center	<u>6650002000</u>
GRC/PROJ/JOB No.	<u>67003686</u>
Internal Order No.	<u></u>

Briefly describe the general nature of the contract: Grant of Easement for approximately 1,705 square feet [portion of Assessor's Parcel Number (APN) 0437-182-05] of vacant land for an underground pipeline from the Department of Public Works to the Golden State Water Company to convey an easement interest, which will be serving the community of Apple Valley

FOR COUNTY USE ONLY

<p>Approved as to Legal Form</p> <p>▶ See signature page</p> <p>Robert F. Messinger, Principal Assistant County Counsel</p> <p>Date _____</p>	<p>Reviewed for Contract Compliance</p> <p>▶ _____</p> <p>Date _____</p>	<p>Reviewed/Approved by Department</p> <p>▶ _____</p> <p>Brandon Ocasio, Interim Real Property Manager, RESD</p> <p>Date _____</p>
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**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Robert N. Hanford, P.E.
Golden State Water Company
160 Via Verde, Suite 100
San Dimas, CA 91773

Portion APN No. 0437-182-05-0000

This is a conveyance of an easement and the
consideration and value is less than \$100. R&T 11911

GRANT OF EASEMENT

THIS GRANT OF EASEMENT (the “**Easement Agreement**”) is made as of _____, 2020, by the County of San Bernardino, a body corporate and politic of the State of California (“**Grantor**”), for the benefit of Golden State Water Company, a California Corporation (“**Grantee**”), with reference to the following recitals:

RECITALS

A. Grantor desires to grant to Grantee and Grantee desires to accept from Grantor an easement, as more particularly described on Exhibit “A” and shown on Exhibit “B” (the “**Easement Area**”), across certain portions of that certain real property located in County of San Bernardino, State of California, and more particularly described on Exhibit “C” attached hereto (the “**Property**”).

B. The purpose of this Easement Agreement is to provide for an easement over, upon, under, through and across the Easement Area for the purpose of installing, replacing, repairing, maintaining and operating a water pipeline and appurtenances in accordance with this Easement Agreement; and for the further purpose of vehicular ingress, and egress across the Easement Area with all the necessary materials, tools, supplies, and other equipment necessary for the installing, replacing, repairing, maintaining and operating of the water pipeline.

NOW, THEREFORE, in consideration of the foregoing recitals, the covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby declares as follows:

1. **Easement**. Subject to the terms of this Easement Agreement, Grantor hereby grants to Grantee a non-exclusive easement over, under, upon, and across the Easement Area, for the purpose of installing, replacing, repairing, maintaining and operating a water pipeline and appurtenances (“**Grantee’s Pipeline**”); and for the further purpose of vehicular ingress, egress across the Easement Area with all the necessary materials, tools, supplies, and other equipment necessary for installing, replacing, repairing, maintaining and operating of **Grantee’s Pipeline** (the “**Easement**”). Grantee acknowledges and agrees that: (i) Grantee shall in no manner alter

the existing grading or the existing natural drainage course at the Easement Area; (ii) prior to each installation and replacement of Grantee's Pipeline at the Easement Area and prior to each maintenance and repair of Grantee's Pipeline that requires underground work ("Major Pipeline Work"), Grantee shall submit to Grantor's Road Commissioner (whose office is located at the Department of Public Works, 325 East Third Street, San Bernardino, CA 92415 plans and other documentation requested by Grantor's Road Commissioner for the Road Commissioner's review and obtain the Road Commissioner's prior written consent, which consent shall not be unreasonably withheld; and (iii) Grantee shall provide Grantor's Road Commissioner with not less than thirty (30) days prior written notice for any entry onto the Easement Area for Major Pipeline Work and not less than four-eight (48) hours prior written notice for any other entry onto the Easement Area. Grantee shall secure and maintain all applicable permits and approvals from appropriate local, state and federal agencies for installing, replacing, repairing, maintaining and operating Grantee's Pipeline and shall comply with all applicable laws related to Grantee's Pipeline and Grantee's use of the Easement Area. In the case of an emergency, Grantee shall make all reasonable attempts to satisfy the notice and written consent provisions described in this paragraph, but in no event shall Grantee fail to notice Grantor's Road Commissioner within one Grantor business day. Upon demand by Grantor, Grantee shall pay all costs or expenses incurred by Grantor in carrying out the terms of this paragraph.

2. **Maintenance.** At all times and at Grantee's sole cost and expense, Grantee shall maintain the Easement Area in as good a condition as existed on the date of this Easement Agreement, maintain Grantee's Pipeline in good working order, condition, and repair, and pay any and all applicable taxes levied by any government agency against Grantee's interest in the Easement Area and Grantee's Pipeline. Any damage to the Easement Area, Grantee's Pipeline, the Property, and any other affected real and personal property as a result of Grantee's Pipeline or Grantee's use of the Easement Area shall be promptly repaired by Grantee at Grantee's sole cost and expense to its condition existing immediately prior to such damage. Grantee shall, at its sole cost and expense, be responsible for all hazardous materials, substances, and debris, and their cleanup, transport, and disposal, resulting from Grantee's Pipeline and Grantee's use of the Easement Area. The Grantee acknowledges that the Easement Area is located across a natural drainage course which is not maintained by the Grantor. Grantee acknowledges and agrees that Grantee's installation, replacement, repair, maintenance, and operation of Grantee's Pipeline shall not impede, block, interfere, or otherwise alter the direction or character of the natural flow of said drainage course and Grantee shall, at its sole cost and expense, restore the natural flow if so impeded, blocked, interfered, or altered by Grantee and repair any resulting damage. Grantee acknowledges and accepts any and all risks of injury to persons and damage to the Easement Area and Grantee's Pipeline arising from crossing the natural drainage course and hereby waives and releases Grantor from any resulting claims, actions, loss damages, liabilities, or injuries.

The Grantee, notwithstanding the application of Section 1542 of the California Civil Code, which provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of the executed release which if known by him or her must have materially affected his or her settlement with the debtor."

expressly waives and relinquishes all rights and benefits afforded them by said Section 1542. This provision shall act as a release of future claims whether such claims are currently known, unknown, foreseen, or unforeseen. Grantee understands and acknowledges the significance and consequences of such specific waiver of Section 1542 and hereby assumes full responsibility for any claims, actions, loss, damages, liabilities, or injuries that Grantee (including without limitation Grantee's officers, employees, agents, and contractors) or any other person may hereafter incur arising from this Easement Agreement and Grantee shall indemnify, defend (with counsel reasonably approved by Grantor) and hold harmless Grantor and its officers, employees, agents, contractors, and volunteers from any such claims, actions, loss damages, liabilities, or injuries arising from this Easement Agreement.

3. **No Gift or Dedication.** Nothing contained in this Easement Agreement shall be deemed to be a gift or dedication of the Easement Area or any portion of the Property to or for the general public or for any public use or purpose whatsoever, it being the intention of the parties that the Easement and rights granted in this Easement Agreement shall be strictly limited to and for the purposes herein expressed solely for the benefit of the parties and their respective successors and assigns.

4. **Relocation and Abandonment.** Grantor shall have the right in its sole discretion to relocate the Easement Area on the Property; in which case Grantee shall complete said relocation, at Grantee's sole cost and expense, within six (6) months after Grantor's notice, provided Grantor shall endeavor to relocate the Easement Area to a comparable area on the Property that does not interfere with Grantor's use and enjoyment of the Property. In the event Grantee fails to install all or any portion of Grantee's Pipeline within twelve (12) months of the effective date of this Easement Agreement, does not continuously use the Easement Area for twelve (12) months or more following installation, or abandons the Easement Area, which Grantee shall have the right in its sole discretion to abandon the Easement, Grantor shall have the right to immediately terminate the Easement Agreement and all rights granted herein upon written notice to Grantee. In the event of such termination and except for an emergency, Grantee shall promptly (but no later than six (6) months after Grantor's notice) (i) remove Grantee's Pipeline (or at Grantor's election, Grantee's Pipeline shall become the personal property of Grantor without compensation to Grantee), (ii) restore the Easement Area to the condition existing as of the date of this Easement Agreement, reasonable wear and tear excepted, and (iii) execute and deliver to Grantor a quitclaim of Grantee's rights under this Easement Agreement. In the case of an emergency, which will be determined by the County Road Commissioner in his/her sole discretion, the above conditions will be satisfied within thirty (30) days after Grantor's notice.

5. **Governing Law.** This Easement Agreement shall be governed by and construed in accordance with the laws of the State of California.

6. **Successors and Assigns; Covenants Running with the Land.** This Easement Agreement is binding upon and shall inure to the benefit of the parties and their respective successors and assigns, provided that any assignment of this Easement Agreement, including but not limited to an assignment due to any change of ownership of Grantee, is subject to Grantor's prior written consent. All of the provisions of this Easement Agreement shall constitute covenants running with the land pursuant to applicable law.

7. **Severability.** If any provision of this Easement Agreement is prohibited or held to be invalid, illegal or unenforceable by a court of law for any reason, the parties hereto agree to the fullest extent permitted by law that (a) the validity, legality and enforceability of the other provisions shall not be affected or impaired thereby and (b) the invalid or unenforceable provisions shall be severed from the Easement Agreement.

8. **Remedies.** In the event of any breach of any provision of this Easement Agreement that does not result in an emergency condition and is not remedied by the breaching party within sixty (60) days after receipt of written notice from the non-breaching party, the non-breaching party hereto may terminate this Easement upon written notice to the other party or prosecute any proceedings at law or in equity to remedy such breach and to recover damages for any such breach. In the case of an emergency, which will be determined by the County Road Commissioner in his/her sole discretion, the breaching party has thirty (30) days after receipt of written notice from the non-breaching party to remedy the breach. The remedies permitted or available pursuant to the provisions of this Easement Agreement shall be cumulative and in addition to any rights or remedies available at law or in equity.

9. **Indemnification.** This Easement Agreement and the Easement granted with this instrument are given on the express condition that Grantor is to be free from all liability by reason of injury or death to persons or damage to property or damages of any kind, from whatever cause arising from Grantee's exercise of its rights set forth herein or any and all acts, errors, or omissions, negligence, or intentional misconduct of Grantee or any third parties. Grantee hereby agrees to indemnify, defend (with counsel reasonably approved by Grantor) and hold harmless Grantor and its officers, employees, agents, contractors, and volunteers from any and all claims, actions, loss, damages, liabilities, or injuries arising out of the Easement Agreement and the Easement granted with this instrument from any cause whatsoever, including any and all acts, errors, or omissions, negligence, or intentional misconduct of Grantee or any third parties, including, but not limited to Grantee's officers, employees, agents, contractors, and volunteers, and for any and all costs or expenses incurred by Grantor on account of any such claims, actions, loss, damages, liabilities, or injuries arising out of Grantee's exercise of the rights granted herein except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. Grantee's indemnification obligation applies to Grantor's "active" as well as "passive" negligence but does not apply to Grantor's "sole negligence" or "willful misconduct" within the meaning of Civic Code Section 2782. Grantee's indemnification obligation herein shall survive the termination of this Easement Agreement.

10. **Cost of Enforcement.** If any legal or equitable action or proceeding is instituted by one party against the other to enforce or interpret any provision of this Grant, each party, including the party prevailing shall bear its own costs of suit and attorneys' fees except as provided in Section 9, Indemnification.

11. **Insurance.**

A. Without in anyway affecting the indemnity herein provided and in addition thereto, Grantee shall secure and maintain throughout the duration of this Easement Agreement the following types of insurance with limits as shown:

(1) Workers' Compensation/Employers Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of Grantee and all risks to such persons under this Easement Agreement. If Grantee has no employees, it may certify or warrant to Grantor that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by Grantor's Director of Risk Management. If Grantee is a non-profit corporation, organized under California or Federal law, volunteers for Grantee are required to be covered by Workers' Compensation insurance.

(2) Commercial/General Liability Insurance – Grantee shall carry General Liability Insurance covering all operations performed by or on behalf of Grantee providing coverage for bodily injury and property damage with a combined single limit of not less than five million dollars (\$5,000,000), per occurrence. The policy coverage shall include: (1) premises operations and mobile equipment; (2) products and completed operations; (3) broad form property damage (including completed operations); (4) explosion, Collapse, and underground hazards; (5) personal injury; (6) contractual liability; and (7) \$5,000,000 general aggregate limit.

(3) Commercial Property Insurance providing all risk coverage for the premises, building, fixtures, equipment and all property constituting a part of the Easement Area and owned by Grantee. Coverage shall be sufficient to insure One Hundred percent (100%) of the replacement cost.

(4) Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than five million dollars (\$5,000,000) for bodily injury and property damage, per occurrence.

(5) Umbrella Liability Insurance - An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

(6) Course of Construction/Installation (Builder's Risk) property insurance providing all risk, including theft coverage for all property and materials to be used on Grantee's Pipeline at the Easement Area. The insurance policy shall not have any coinsurance penalty.

B. Additional Insured – General Liability Insurance shall contain endorsements naming Grantor and their officers, employees, agents, contractors, and volunteers as additional insureds with respect to liabilities arising out of the use under this Easement Agreement hereunder. The additional insured endorsements shall not limit the scope of coverage for Grantor to vicarious liability but shall allow coverage for Grantor to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

C. Waiver of Subrogation Rights – Grantee shall require the carriers of required coverages to waive all rights of subrogation against Grantor, their officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit Grantee and Grantee’s officers, employees, contractors, or agents from waiving the right of subrogation prior to a loss or claim. Grantee hereby waives all rights of subrogation against Grantor.

D. Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by Grantor.

E. Severability of Interests – Grantee agrees to ensure that there will be no cross liability exclusions that preclude coverage for suits between Grantee and Grantor or between Grantor and any other insured or additional insured under the policy.

F. Proof of Coverage – Grantee shall furnish Certificates of Insurance to Grantor’s Real Estate Services Department (RESA) administering the Easement Agreement evidencing the insurance coverage, including endorsements, as required, prior to the commencement of any entry or use hereunder, Grantee will immediately notify Grantor should Grantee receive any notice of cancellation, and Grantee shall maintain such insurance from the time Grantee commences any entry or use under the Easement Agreement until the termination of the Easement Agreement. Grantee will provide complete certified copies of the policies and endorsements immediately upon request.

G. Acceptability of Insurance Carrier – Unless otherwise approved by Grantor’s Department of Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A-VII”.

H. Insurance Review – Insurance requirements are subject to periodic review by Grantor. Grantor’s Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Grantor’s Department of Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of Grantor. In addition, Grantor’s Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable and commercially available in light of past claims against Grantor, inflation, or any other item reasonably related to Grantor’s risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Easement Agreement. Grantee agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of RESD or Grantor to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of RESD or Grantor.

I. Failure to Procure Insurance. All insurance required must be maintained in force at all times by Grantee. Failure to maintain said insurance, due to expiration, cancellation, etc., shall be cause for Grantor to give notice to immediately suspend all Grantee's entry and use on the Easement Area. Failure to reinstate said insurance within the (10) days of notice to do so shall be cause for termination and for forfeiture of this agreement, and/or Grantor, at its discretion, may procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by Grantor shall be repaid by Grantee to Grantor upon demand but only for the pro rata period of non-compliance.

J. Grantor shall have no liability for any premiums charged for such coverage(s). The inclusion of Grantor as additional named insured is not intended to and shall not make a partner or joint venturer with Grantee in Grantee 's operations.

K. Grantee agrees to require all of its officers, agents, employee, contractors or other it hires or contracts with related to the use of this Easement Agreement to provide insurance covering such use with the insurance requirement set forth herein and naming Grantor as additional insured. Grantee agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided as required herein.

12. The Easement is subject to all permits, agreements, licenses, leases, easements, reservations, restrictions, conditions, covenants, encumbrances, liens, right of ways, and claims of title which may affect Grantor's Property, whether recorded or not. The use of the word "grant" herein shall not imply any warranty on the part of Grantor with respect to the Easement or the Easement Agreement. The Easement and Easement Agreement is further subject to Grantor's superior right to unobstructed access and use the Easement Area for Grantor's operations and Grantor expressly reserves for itself and its successors and assigns, the continuing right of such access and use and to grant other easements ,licenses, or other rights at the Easement Area so long as such rights do not materially and adversely interfere, in Grantor's reasonable determination, with the rights herein granted.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement Agreement as of the date first set forth above.

GRANTOR:
COUNTY OF SAN BERNARDINO

GRANTEE:
GOLDEN STATE WATER COMPANY

By: _____
Curt Hagman, Chairman

By: _____
Denise L. Kruger

Title: Board of Supervisors

Title: Senior Vice President,
Regulated Utilities

Date _____

Date: _____

Approved as to Legal Form:

MICHELLE D. BLAKEMORE,
County Counsel
San Bernardino County, California

By: _____
Eva G. Tang

Title: Senior Vice President - Finance,
Chief Financial Officer, and Secretary

By: _____
Robert Messinger
Principal Assistant County Counsel

Date: _____

Date: _____

IN WITNESS WHEREOF, this agreement is hereby executed on the day and year first above-written.

Grantor: County of San Bernardino
Curt Hagman, Chairman
Board of Supervisors

By: _____

Name: Curt Hagman

Title: Chairman
Board of Supervisors

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 2020 before me, _____,
Notary Public, personally appeared _____, 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.

Notary Public (Seal)

IN WITNESS WHEREOF, this agreement is hereby executed on the day and year first above-written.

Grantee: Golden State Water Company

By: _____

Name: Denise L. Kruger

Title: Senior Vice President, Regulated Utilities

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, 2020 before me, _____, Notary Public, personally appeared _____, 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.

Notary Public (Seal)

IN WITNESS WHEREOF, this agreement is hereby executed on the day and year first above-written.

Grantee: Golden State Water Company

By: _____

Name: Eva G. Tang

Title: Senior Vice President - Finance, Chief Financial Officer, and Secretary

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, 2020 before me, _____, Notary Public, personally appeared _____, 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.

Notary Public (Seal)

EXHIBIT "A"
YUCCA BOOSTER ZONE RESERVOIR PIPELINE EASEMENT
LEGAL DESCRIPTION OF AN EASEMENT
FOR THE PURPOSES OF CONSTRUCTION AND MAINTENANCE OF WATER
PIPELINE AND APPURTENANCES IN THE COUNTY OF SAN BERNARDINO,
STATE OF CALIFORNIA

APN 0437-182-05

All that real property in the County of San Bernardino, State of California, located in the Southwest One-quarter of Section 36, Township 6 North, Range 3 West San Bernardino Meridian, per the Official Government Plat thereof, being a portion of that certain real property described in Grant Deed recorded in Book 4530 Page 516 Official Records of said county, further described as follows:

Commencing at the South 1/4 corner of said Section 36; thence North 17°00'14" West, a distance of 1208.56 feet to the Point of Beginning, said Point of Beginning being the centerline of a 15.00 foot wide strip of land, lying 7.50 feet on each side of said centerline, said point also being a point on the Easterly line of property described in said grant deed; thence North 58°28'41" West, a distance of 113.69 feet to a point on the Westerly line of property described in said grant deed and the Point of Terminus of the 15.00 foot wide easement. The sidelines of said 15.00 foot wide easement to be lengthened or shortened so as to originate and terminate on the Easterly and Westerly line of property described in said grant deed.

The basis of bearing for this description is the South line of the Southwest One-quarter of said Section 36 as shown on Tract Map No. 5788, recorded in Book 72, Pages 29 to 31 inclusive, records of said county, being South 89°23'45" East.



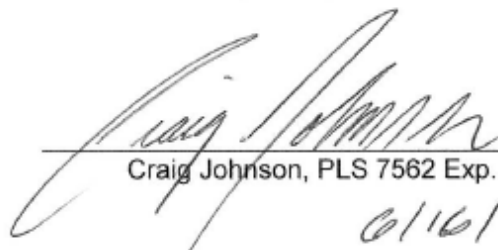
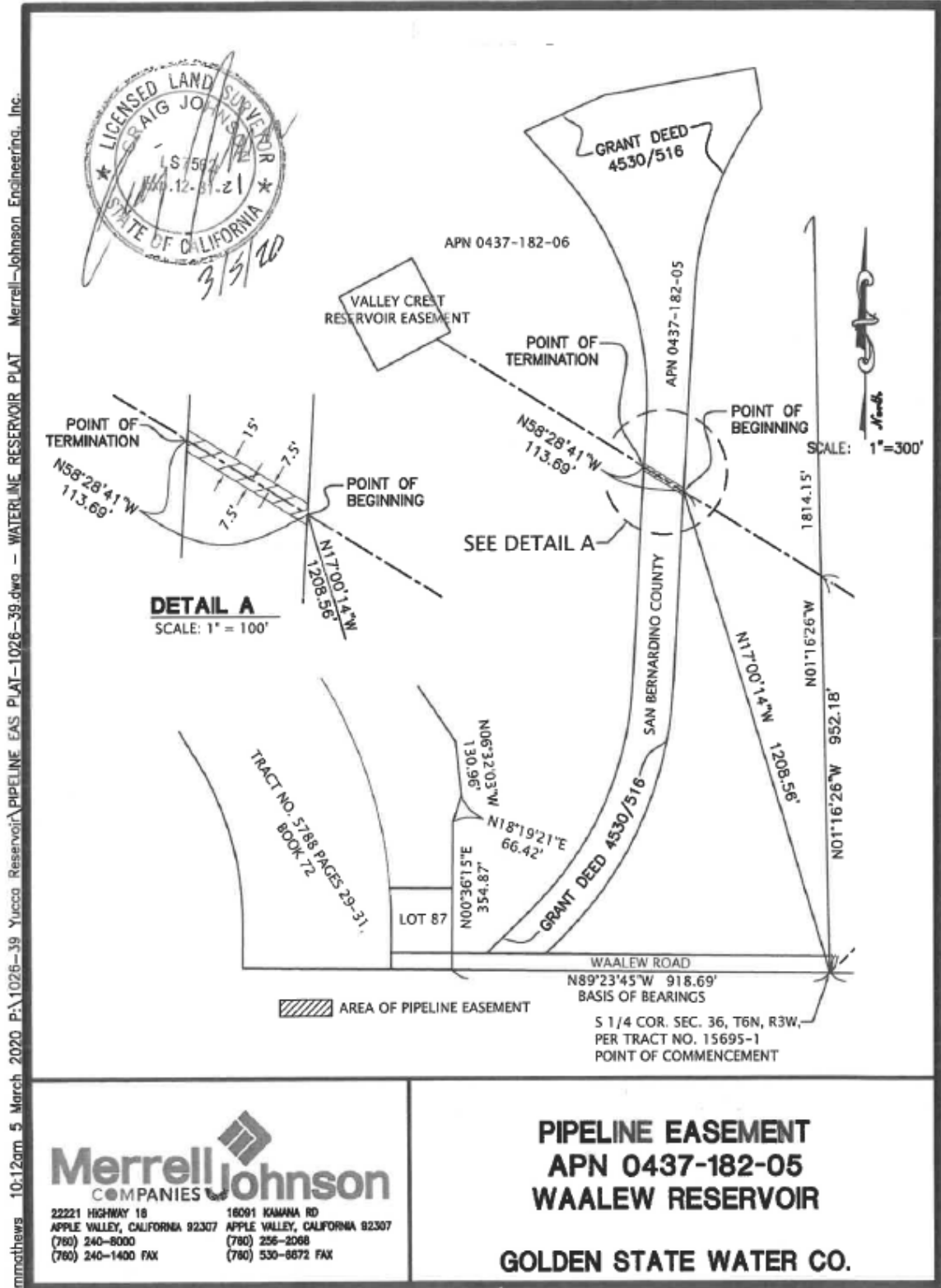

Craig Johnson, PLS 7562 Exp. 12/31/17
01/16/10

EXHIBIT "B"
Plat Map of Easement Area



10:12am 5 March 2020 P:\1026-39 Yucca Reservoir\PIPELINE EAS PLAT-1026-39.dwg - WATERLINE RESERVOIR PLAT Merrell-Johnson Engineering, Inc.

EXHIBIT "C"

Legal Description of the Property

All that real property described in Grant Deed recorded in Book 4530, Page 516 to the County of San Bernardino, more particularly described as:

All that portion of Section 36, Township 6 North, Range 3 West, SAN BERNARDINO BASE AND MERIDIAN, more particularly described as follows:

BEGINNING at the Southeast corner of Lot 87, TRACT NO. 5788, as per map recorded in Book 72 of Maps, Pages 29 to 31, inclusive, records of said County; thence South $89^{\circ} 23' 45''$ East 83.78 feet to the true point of beginning; thence North $46^{\circ} 14' 15''$ East 152.39 feet to the beginning of a curve; thence curving to the left with a radius of 800 feet through a central angle of $43^{\circ} 08'$, a distance of 602.25 feet to the end of a curve; thence North $3^{\circ} 06' 15''$ East 651.14 feet to the beginning of a curve; thence curving to the left with a radius of 800 feet through a central angle of $45^{\circ} 30' 15''$, a distance of 635.36 feet to the end of a curve; thence North $42^{\circ} 24' 48''$ West 133.15 feet; thence North $66^{\circ} 00'$ East 210.78 feet; thence North $79^{\circ} 46' 34''$ East 371.11 feet; thence South $8^{\circ} 46' 40''$ East 100 feet; thence curving to the left from a tangent bearing South $36^{\circ} 53' 03''$ West with a radius of 800 feet through a central angle of $33^{\circ} 46' 48''$, a distance of 471.66 feet to the end of a curve; thence South $3^{\circ} 06' 15''$ West 954.04 feet to the beginning of a curve; thence curving to the right with a radius of 900 feet through a central angle of $43^{\circ} 08'$, a distance of 677.54 feet to the end of a curve; thence South $46^{\circ} 14' 15''$ West 50.15 feet to a point which is 40 feet North of the South line of said Section 36, thence North $89^{\circ} 23' 45''$ West 143.01 feet to the true point of beginning.