

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

Riverside Highland Water Company 12374
Michigan Street
Grand Terrace, CA 92313
Attn: Don Hough, General Manager

OFFICIAL STATE BUSINESS - EXEMPT FROM RECORDING FEES
PURSUANT TO GOVERNMENT CODE SECTION 27383 AND
DOCUMENTARY TRANSFER TAX PURSUANT TO REVENUE AND
TAXATION CODE SECTION 11922.

**SPACE ABOVE THIS LINE FOR
RECORDER'S USE ONLY**

APN(s): A portion of A.P.N.: 0141-372-44-0000; County of San Bernardino

WATER UTILITY EASEMENT AGREEMENT

This **Water Utility Easement Agreement** ("Easement **Agreement**") by and between **San Bernardino County**, a body corporate and politic of the State of California ("**Grantor**"), and **Riverside Highland Water Company**, a California corporation ("**Grantee**") is entered into as of the date this Easement Agreement is executed by all Parties and upon San Bernardino County's acquisition and acceptance of the Grant Deed for the County Property (defined below) from Riverside Highland Water Company (the "Effective Date"). Grantor and Grantee may be referred to individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

- A. Grantor is the owner of that certain real property consisting of approximately 8.3 acres, located west of Sunwest Court and south of the Santa Ana River in the City of San Bernardino, San Bernardino County, State of California, identified as Assessor's Parcel Number 0141-372-44-0000 ("County Property"), and more particularly described in **Exhibit "A"** attached hereto and incorporated herein.
- B. Grantee owns and operates an existing water pipeline (the "Pipeline") that traverses a portion of the County Property. Grantee desires an easement over that portion of the County Property, described in **Exhibit "B1"** and depicted in **Exhibit "B-2"**, each attached hereto and incorporated herein by reference (the "Easement Area"), for purposes of operating, maintaining, accessing, repairing, and replacing the Pipeline.
- C. Grantor agrees to grant this easement for the Easement Area to Grantee for purposes of the Pipeline and no other purposes on the terms and conditions

set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. Grant of Easement.

1.1. Grantor hereby grants to Grantee and its successors and assigns a non-exclusive easement in, on, across, under, and through the Easement Area to operate, maintain, repair, replace, and access the existing Pipeline and all necessary appurtenances thereto (collectively, the “**Easement**”), subject to the terms and limitations herein.

1.2. This Easement Agreement and all covenants and restrictions contained herein collectively shall be deemed to be covenants and restrictions running with the land and shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, unless amended or modified by subsequent written agreement. Grantee hereby represents and warrants to Grantor that the person executing this Easement Agreement has full authority to act on behalf of and bind the Grantee to the obligations in this Easement Agreement.

1.3. **Size and Location:** The Easement is limited to the specific dimensions, alignment, and location of the Easement Area as described in **Exhibit B-1** and depicted in **Exhibit B-2**. Grantee shall not enlarge or extend the Pipeline or Easement Area beyond the boundaries shown in the exhibits.

1.4. **No Future Expansion:** This Easement is granted solely for the continued operation and maintenance of the existing Pipeline. Grantee shall have no right to install additional facilities or expand the use of the Easement Area without the prior written consent of Grantor, which Grantor may withhold in its sole discretion.

2. Conditions of Use.

2.1. **Permits and Compliance:** Grantee shall be responsible, at its sole cost and expense, for all permits and compliance with applicable laws with respect to the Pipeline and Easement Area.

2.2. **Notice:** Prior to commencing any operation, maintenance, repair, or replacement work in the Easement Area, Grantee shall provide Grantor with not less than forty-eight (48) hours prior written notice and provide any plans

and specification to the Grantor for its approval, which shall not be unreasonably withheld, delayed, or conditioned; provided, however, in the event of an emergency which is defined as either life-threatening or would result in imminent and substantial damage or destruction of the Pipeline or the Easement Area, without needing to first provide written notice to and/or obtain approval of Grantor, Grantee may exercise its rights in this Section 2.2, provided that Grantee shall notify Grantor in writing of said emergency within twenty-four (24) hours of its occurrence or as soon thereafter as reasonably practicable.

2.3. **Maintenance:** Grantee shall at all times be responsible, at its sole cost and expense, for the maintenance, upkeep, repair, and replacement of the Pipeline or any portion thereof within the Easement Area to keep the Pipeline and the Easement Area in good condition and repair and in compliance with all laws.

2.4. **Grantor Improvements:** In the event Grantor constructs improvements on or near the Easement Area, Grantee shall, at its own cost and expense, remain responsible for protecting and maintaining the Pipeline and making any necessary modifications or adjustments at its sole expense to avoid conflicts.

2.5. This Easement Agreement is subject to Grantor's superior right to use the Easement Area and Grantor expressly reserves to itself and its successors and assigns the continuing right to use and make any improvements in the Easement Area for Grantor's use, and to grant to third parties the right to use, the Easement Area for any purpose which does not materially and adversely interfere with the uses granted to Grantee under this Easement.

3. Insurance and Indemnity.

3.1 **Indemnification:** Grantee agrees to indemnify, defend (with counsel reasonably approved by Grantor) and hold harmless the Grantor and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Easement Agreement from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by Grantor on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Grantee's indemnification obligation applies to Grantor's "active" as well as "passive" negligence but does not apply to the Grantor's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782., or to anything constructed or any construction activity performed by Grantor within the Easement Area, subject to 2.4 above.

3.2 Insurance Requirements:

Grantee agrees to comply with the following insurance requirements:

A. Additional Insured - All policies, except for the Workers' Compensation policy, shall contain endorsements naming the Grantor and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of this easement. The additional insured endorsements shall not limit the scope of coverage for the Grantor to vicarious liability but shall allow coverage for the 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.

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

C. Policies Primary and Non-Contributory - All policies required herein are to be primary and noncontributory with any insurance or self-insurance programs carried or administered by the Grantor.

D. Severability of Interests - Grantee agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross-liability exclusions that preclude coverage for suits between Grantee and the Grantor or between the Grantor and any other insured or additional insured under the policy.

E. Proof of Coverage - Grantee shall furnish Certificates of Insurance to Grantor evidencing the insurance coverage, including endorsements, as required, prior to Grantee's execution of this easement document, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to Grantor, and Grantee shall maintain such insurance throughout the term of the easement. Within fifteen (15) days of the mutual execution of this easement, Grantee shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

F. Acceptability of Insurance Carrier - Unless otherwise approved by the San Bernardino County Department of Risk Management (hereinafter "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 "AVil".

G. Acceptability of Insurance Carrier - Unless otherwise approved by the San Bernardino County Department of Risk Management (hereinafter "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. Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

I. Failure to Procure Coverage - In the event that any policy of insurance required under this easement does not comply with the requirements, is not procured, or is canceled and not replaced, the Grantor has the right but not the obligation or duty to obtain insurance if it deems necessary and any premiums paid by the Grantor will be promptly reimbursed by Grantee.

J. Insurance Review - Insurance requirements are subject to periodic review by the Grantor during normal business hours and no more than twice during any single calendar year. Grantor's Director of Risk Management or designee is authorized, but not required, to increase, reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or needed, or not needed, to protect the interests of the Grantor. In addition, if Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the 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 in light of past claims against the Grantor, inflation, or any other item reasonably related to the Grantor's risk.

K. alleged, on the part of the 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 the Grantor.

L. Grantee agrees to provide insurance set forth in accordance with the requirements herein. If Grantee uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements,

Grantee agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of this easement.

M. Without in any way affecting the indemnity herein provided and in addition thereto, Grantee shall secure and maintain throughout the duration of the easement 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.

If Grantee has no employees, it may certify or warrant to the 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 the Grantor's Director of Risk Management.

With respect to Grantees that are non-profit corporations organized under California or Federal law, volunteers for such entities 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 one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- (a) Premises operations and mobile equipment.
- (b) Products and completed operations.
- (c) Broad form property damage (including completed operations).
- (d) Explosion, collapse and underground hazards.
- (e) Personal injury
- (f) Contractual liability.
- (g) \$2,000,000 general aggregate limit.

(3) 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 one million dollars (\$1,000,000) for bodily injury and property damage per occurrence. If Grantee is transporting one or more

non-employee passengers in Grantee's use of the Easement Area, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence. If Grantee owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

(4) 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.

(5) Environmental Liability Insurance — Grantee shall, during any installation, construction, or reconstruction of improvements within the Easement Area, carry Environmental Liability Insurance with a combined single limit of not less than five million (\$5,000,000) per claim or occurrence. Subsequent to the installation, construction, or reconstruction of improvements within the Easement Area, Grantee may carry Environmental Liability Insurance with a combined single limit of not less than two million (\$2,000,000) per claim or occurrence. The required additional insured endorsement shall protect Grantor without any restrictions.

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date this easement is mutually executed. The claims made insurance shall be maintained or "tail" coverage provided throughout the duration of the easement and for a minimum of five (5) years after the termination of this easement.

(6) Subcontractor Insurance Requirements. Grantee agrees to require all parties, including (but not limited to) subcontractors, architects, or others it hires or contracts with related to the excavation, construction, installation, replacement, maintenance and repair, removal, use, or any other work performed by or on behalf of Grantee at the Easement Area to provide insurance covering the contracted operation with the same policies and provisions required of Grantee in this easement and with builder's risk property insurance, providing all risk, including theft coverage for all property and materials to be used for or related to the work and said insurance policies shall not have any coinsurance penalty. All policies required under this provision shall include waiver of subrogation rights against Grantor and shall name Grantor as an additional insured. Grantee agrees to monitor and review all such coverage and assumes all responsibility ensuring that such coverage is provided as required herein.

4. In the event of abandonment by Grantee of the Pipeline and/or Easement Area and the rights granted herein, this Easement Agreement shall automatically terminate, and Grantee shall thereupon, without cost to Grantor, restore the Easement Area to a condition as near as possible to that which existed on the Effective Date, and deliver to Grantor a quitclaim of the Easement Area and the rights granted herein. Non-use of the Easement Area for a period often (10) years from the Effective Date shall constitute conclusive evidence of such abandonment.

5. Default. In the event of Grantee's default of its obligations in this Easement Agreement, Grantor shall give written notice to Grantee of the same. Except in the case of the emergency as determined by Grantor in its sole discretion, Grantee shall have thirty (30) calendar days from the date of the Grantor's notice to cure the default. If Grantee, within thirty (30) calendar days from the date of the Grantor's notice to cure the default (except in the case of an emergency as determined by Grantor in its sole discretion), commences the elimination of such default and continuously and diligently proceeds in good faith to eliminate such default, then the period for correction shall be extended for such length of time as is reasonably necessary to complete such correction. In the event Grantee fails to cure the default within the time prescribed herein, Grantor has the right but not the obligation to cure said default at the sole expense of Grantee, or Grantee's successors and assigns, and without liability to Grantor for loss thereof. Grantee and Grantee's successors and assigns agree to pay Grantor on demand all expenses incurred by Grantor in curing such default of Grantee. In addition, Grantor may pursue all other remedies available to it at law or in equity and such remedies shall be cumulative.

6. Termination: In the event of abandonment by Grantee of the Pipeline and/or Easement Area and the rights granted herein, this Easement Agreement shall automatically terminate, and Grantee shall thereupon, without cost to Grantor, restore the Easement Area to a condition as near as possible to that which existed on the Effective Date, and deliver to Grantor a quitclaim of the Easement Area and the rights granted herein. Non-use of the Easement Area for a period often (10) years from the Effective Date shall constitute conclusive evidence of such abandonment.

7. Attorney's Fees. If any legal action is instituted to enforce any party's rights, each Party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This section shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto and payable under Section 3.1 herein.

8. Governing Law. This Easement Agreement, and the Parties' performance under this Easement Agreement, will be exclusively governed by the

laws of the State of California without regard to its conflict of law provisions. The Parties agree that the venue for any legal action related to this Easement Agreement shall be filed in the County of San Bernardino, California.

9. Severability. The invalidity of any provision in this Easement Agreement as determined by a court of competent jurisdiction will in no way affect the validity of any other provision hereof.

10. Waiver. No waiver of any term or provision of this Easement Agreement shall be effective unless set forth in writing and signed by the Party giving the waiver. No failure or delay on the part of either Party hereto in the exercise of any right, power, or privilege granted by this Easement Agreement shall operate as a waiver of such right, power, or privilege, nor shall any single or partial exercise of any such right, power, or privilege preclude any other or future exercise thereof. A waiver given on any one occasion shall not operate as a continuing waiver of the same provision or as a waiver of any other provision set forth in this Easement Agreement.

11. Integration. This Easement Agreement contains the entire agreement of the Parties with respect to the subject matter described herein, and supersedes all previous communications, representations, understandings, and agreements, whether verbal, written, express, or implied, between the Parties specifically with respect to the subject matter described herein. Any amendments to this Easement Agreement shall be in writing executed by both Parties and recorded in the Official Records of the County of San Bernardino.

12. Counterparts. This Easement Agreement may be executed in counterparts, each of which shall be deemed an original, but such counterparts shall together be deemed to constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, the Parties hereto have executed this Easement Agreement as of the dates written below.

“GRANTEE”

**RIVERSIDE HIGHLAND WATER
COMPANY, A CALIFORNIA
CORPORATION**

By: _____
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:
General Counsel

By: _____
Name: _____
Title: _____
Date: _____

“GRANTOR”

SAN BERNARDINO COUNTY

By: _____
 Dawn Rowe, Chair

 Board of
Supervisors
Date: _____

APPROVED AS TO FORM:
TOM BUNTON, County Counsel
San Bernardino County, California

By: _____
Name: John Tubbs
Title: Deputy County
Counsel
Date: _____

EXHIBIT A – Legal Description of County Property
EXHIBIT B-1 – Legal Description of Easement Area
EXHIBIT B-2 – Depiction of Easement Area

ACKNOWLEDGEMENT

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)

COUNTY OF _____)

On _____ 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.

Signature _____

(Seal)

EXHIBIT "A"
LEGAL DESCRIPTION OF COUNTY PROPERTY
Assessor's Parcel Number 0141-372-44-0000

PARCEL MAP 8089 PARCEL 1

EXHIBIT "B-1"
LEGAL DESCRIPTION OF EASEMENT AREA
[See following pages.]

**RIVERSIDE HIGHLAND WATER COMPANY
GRANT OF EASEMENT
LEGAL DESCRIPTION**

A.P.N: 0141-372-44

GRANTOR: SAN BERNARDINO COUNTY

THAT PORTION OF PARCEL 1 OF PARCEL MAP NO. 8089, AS SHOWN BY MAP ON FILE IN BOOK 127 OF PARCEL MAPS, AT PAGES 21 AND 22, OFFICIAL RECORDS OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA, BEING A STRIP OF LAND 20 FEET IN WIDTH LYING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF SAID PARCEL 1 (SAID LINE BEARING NORTH 26° 20' 08" WEST 56.87 FEET ON SAID PARCEL MAP) WITH THE CENTERLINE OF THE 20 FOOT STRIP OF LAND RESERVED BY THE RIVERSIDE HIGHLAND WATER COMPANY AND DESCRIBED AS PARCEL K IN GRANT RECORDED JULY 18, 1988 AS DOCUMENT NO. 88-231946, OFFICIAL RECORDS OF SAID COUNTY;

THENCE SOUTH 63° 39' 05" WEST 83.40 FEET ALONG A LINE LYING PARALLEL WITH AND 10.00 FEET SOUTHEASTERLY OF THE NORTHWESTERLY LINE OF SAID PARCEL 1;

THENCE LEAVING SAID PARALLEL LINE SOUTH 65° 33' 40" WEST 326.99 FEET;

THENCE SOUTH 64° 16' 54" WEST 377.06 FEET;

THENCE SOUTH 54° 59' 11" WEST 68.63 FEET TO THE WESTERLY LINE OF SAID PARCEL 1.

THE SIDELINES OF THE ABOVE DESCRIBED STRIP SHALL BE PROLONGED OR SHORTENED SO AS TO TERMINATE ON THE NORTHEASTERLY AND WESTERLY LINES OF SAID PARCEL 1.

CONTAINING 17,121 SQUARE FEET OR 0.4 ACRES MORE OR LESS.

EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.

Robert C. Ollerton

08/27/25

ROBERT C. OLLERTON
P.L.S. NO. 7731

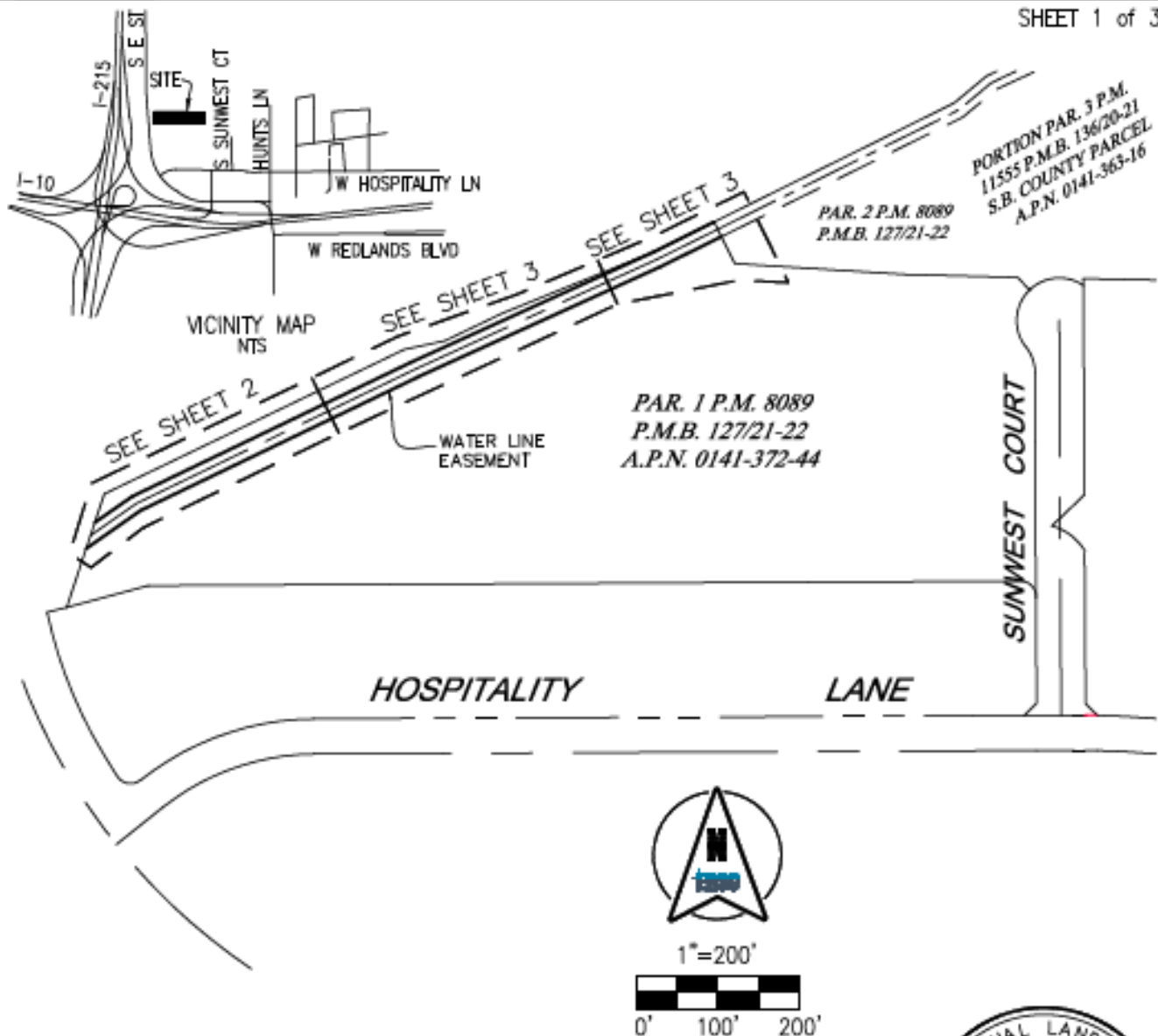
DATE



EXHIBIT "B-2"
DEPICTION OF EASEMENT AREA
[See following pages.]

EXHIBIT "B" - PLAT GRANT OF EASEMENT FOR WATERLINE PURPOSES

SHEET 1 of 3



LEGEND

——— PROPERTY LINE

——— CENTER LINE

——— RIGHT-OF-WAY

0000-000-00 ASSESSOR'S PARCEL NO.

▨ EASEMENT AREA

ABBREVIATIONS

TPOB TRUE POINT OF BEGINNING

POB POINT OF BEGINNING

Robert C. Ollerton 08/27/25
ROBERT C. OLLERTON, P.L.S. 7731 DATE:



ERSC
Engineering Resources of Southern California

1861 W. Redlands Blvd, Bldg 7B, Redlands, Ca. 92373
P: (909) 890-1255 F: (909) 890-0995

EXHIBIT "B" - PLAT GRANT OF EASEMENT FOR WATERLINE PURPOSES

SHEET 2 of 3

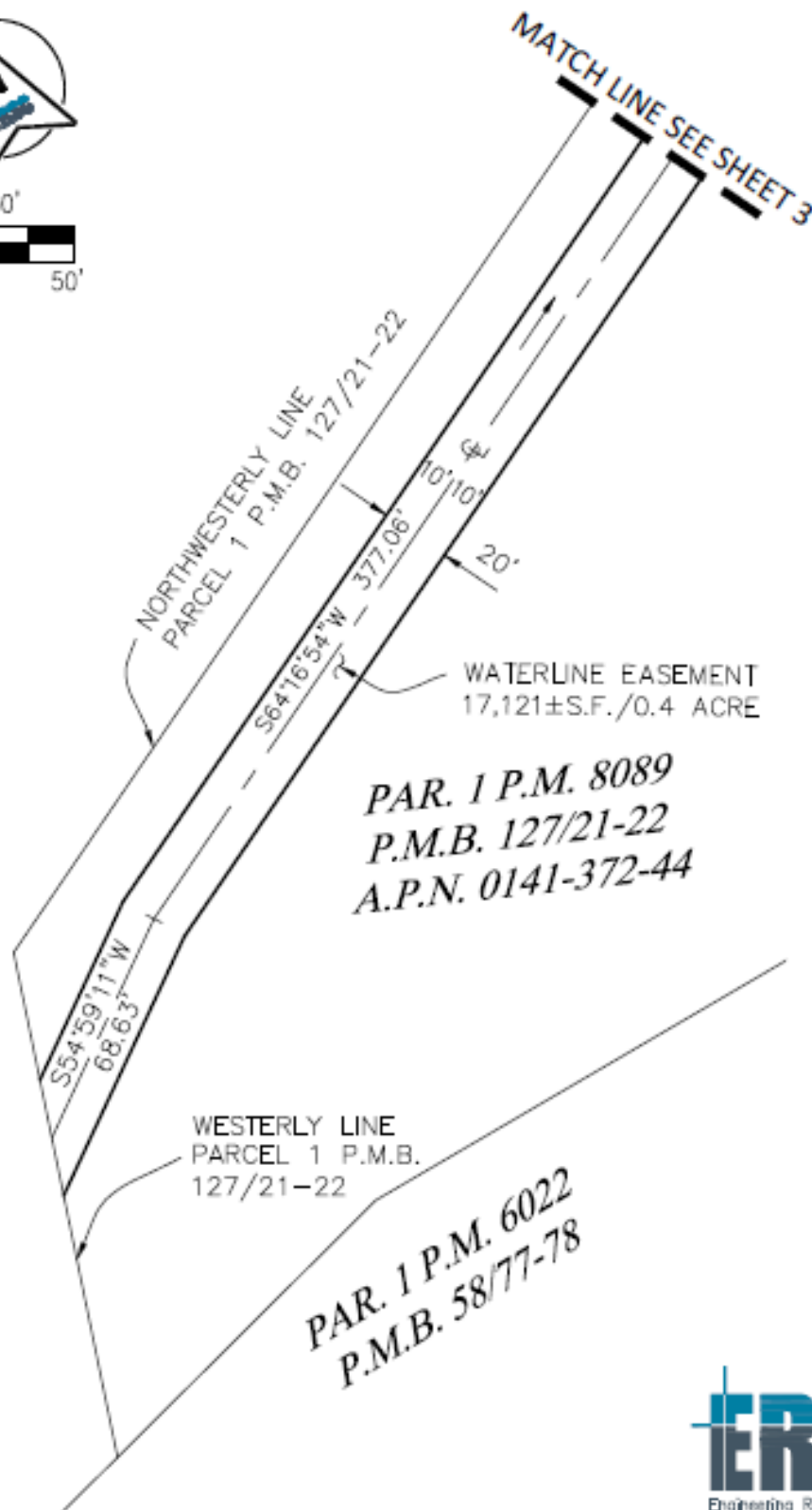


EXHIBIT "B" - PLAT GRANT OF EASEMENT FOR WATERLINE PURPOSES

SHEET 3 of 3



1"=50'
0' 25' 50'

MATCH LINE
SEE BELOW

NORTHWESTERLY LINE
PARCEL 1 P.M.B. 127/21-22

PAR. 1 P.M. 8089
P.M.B. 127/21-22
A.P.N. 0141-372-44

PARCEL K BEING AN EASEMENT
IN FAVOR OF RIVERSIDE HIGHLAND
WATER CO. AS RESERVED IN
GRANT DEED REC. 07-18-1988
AS DOC. #88-231946, O.R.

PORTION PAR. 3
P.M. 11555 P.M.B.
136/20-21

P.O.B.

NORTHEASTERLY
LINE PARCEL 1
P.M.B. 127/21-22

WATERLINE EASEMENT
17,121±S.F./0.4 ACRE

WATERLINE EASEMENT
17,121±S.F./0.4 ACRE

