

WATER PIPELINE EASEMENT DEED

This Water Pipeline Easement Deed ("Easement Deed") is made and entered into as of _____, 2025, by and between the Victor Valley Community College District ("Grantor"), and the San Bernardino County Service Area 64 ("Grantee"), each of which may also be identified individually herein as a "Party" or collectively as the "Parties."

WHEREAS, the Grantor is the owner of that real property located in the City of Victorville, County of San Bernardino, State of California, and commonly identified by Assessor's Parcel Number 0482-022-06 (the "Property");

WHEREAS, the Grantee has requested a permanent, non-exclusive water pipeline easement and right-of-way to install, construct, survey, reconstruct, remove and replace, operate, maintain, repair and improve a twelve (12) inch underground pipeline together with all necessary devices, equipment, and appurtenances thereto (including air valve assemblies, vacuum valve assemblies, and blow off assemblies) for public water supply and distribution purposes.

WHEREAS, the Grantor wishes to grant the requested permanent, non-exclusive water pipeline easement and right of way in, on, over, under, along and across that certain portion of the Property more particularly described in the legal description attached hereto as **Exhibit "A"** and depicted on the drawing attached hereto as **Exhibit "B"** (hereafter, the "Easement Area") subject to the conditions set forth herein. All Exhibits are incorporated into this Easement Deed as though completely set forth herein.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Grant of Water Pipeline Easement.** The Grantor hereby grants and conveys to the Grantee, a permanent, non-exclusive water pipeline easement and ten (10) foot right-of-way in, on, over, under, along and across the Easement Area totaling 6,993 sq. ft. / 0.161 acres ("Water Pipeline Easement") for the purposes, and on the terms and conditions, set forth below. The Grantee and its employees, agents, representatives, contractors, subcontractors, and consultants, are collectively referred to herein as "Grantee Affiliates."
2. **Purpose and Use of Water Pipeline Easement.** The Water Pipeline Easement granted herein is a permanent, non-exclusive water pipeline easement for the purpose of the right-of-way to install, construct, survey, reconstruct, remove and replace, operate, maintain, repair and improve a twelve (12) inch underground pipeline together with all necessary devices, equipment, and appurtenances (including air valve assemblies, vacuum valve assemblies, and blow off assemblies) for public water supply and distribution purposes ("Water Pipelines").
3. **Conditions of the Grant of Water Pipeline Easement.** The Water Pipeline Easement is granted on the conditions set forth in this agreement between the Grantor and Grantee, including, but not limited to the following conditions:

- a. The Water Pipelines and every part thereof shall be confined to the Easement Area. The Grantee is not permitted to enlarge or increase the size of the Easement Area without the written consent of the Grantor, which shall not be unreasonably withheld.
- b. The Water Pipelines and every part thereof shall be underground except that there will be two above ground features, an air and vacuum valve assembly and a blow off assembly ("Above Ground Features"), that will be installed in locations designated in **Exhibit "C"** attached hereto. Grantee is not permitted to modify the size or location of these Above Ground Features or add additional above ground features without the permission of the Grantor, which permission shall not be unreasonably withheld.
- c. Subject to the terms of this Easement Deed, Grantor will have full use of, and access to, **the surface area** located within the Easement Area except as follows:
 - i. The area physically occupied by the Above Ground Features.
 - ii. The only surface level improvements that can be made by Grantor within the Easement Area are concrete/asphalt flat surfaces such as roadways, driveways or landscaping strips. All improvements within the Easement Area require Grantee's prior written consent which consent shall not be unreasonably withheld and shall be limited to ensuring that the improvements do not endanger the Water Pipelines, including the Above Ground Features, and do not unreasonably interfere with operational compatibility
- d. Subject to the terms of this Easement Deed, Grantor will have full use of, and access to, **the ground below** under the Easement Area except as follows:
 - i. The area physically occupied by the Water Pipelines.
 - ii. No improvements may be constructed within five (5) feet of the Water Pipelines (excluding the Above Ground Features that are part of the Water Pipelines which are already addressed in section 3 (c)(ii) above.). Grantee's installation of the Water Pipelines will be constructed with five (5) feet of ground cover (i.e. distance between ground surface and top of Water Pipelines as shown on the construction plans for the Pipelines, attached hereto as **Exhibit "C"**.) These distances cannot be modified without the permission of both Parties, which permission shall not be unreasonably withheld.
 - iii. Grantor shall provide not less than 48 hours prior written notice for any Grantor use that involves digging into the ground below the Easement Area.

- e. No use or improvement by Grantor can unreasonably interfere with or endanger, in the opinion of Grantee, the operation or maintenance of its Water Pipelines or any part thereof, or Grantee's ready access to its Water Pipelines, or any of the rights herein granted to Grantee.
 - f. Grantee and Grantee's Affiliates will install the Water Pipelines in a good and workmanlike manner and in compliance with all applicable laws.
 - g. Grantee and Grantee's Affiliates' use of the Water Pipeline Easement includes the right to enter the Easement Area, through the primary access point off Bear Valley Road, as identified in **Exhibit "D"**.
 - h. Grantor shall keep the Easement Area free from explosives, combustible material and any and all other hazards or obstructions of any kind that may endanger the Water Pipelines or any part thereof or interfere with the exercise of the rights herein granted.
 - i. Grantor agrees to inform any potential purchasers or lessors of the Property about this Water Pipeline Easement.
 - j. All costs of operation and maintenance of the Water Pipelines shall be borne by Grantee unless such costs are caused by Grantor or its employees, contractors, or agents.
 - k. Grantee and Grantee's Affiliates shall not create or contribute to a dangerous or hazardous condition or a nuisance or commit a waste on the Easement Area or permit such condition to exist after receiving notice of the same from Grantor.
4. **Grantor's Reserved Use.** Subject to the terms of this Easement Deed, Grantor reserves the right to potentially install a standard commercial paved driveway, driveway approach and pedestrian walking paths within the hatched area described on **Exhibit "E"** ("Reserved Access Corridor"). Grantor shall submit detailed engineered plans, including (but not limited to) the proposed construction materials, to Grantee for Grantee's engineering consent prior to performing work within the Reserved Access Corridor. Grantee's engineering consent shall not be unreasonably conditioned, withheld, or delayed and shall be limited to ensuring that the work does not endanger the Water Pipelines, does not require that the Water Pipelines or the Above Ground Features or any portion thereof be relocated, or does not unreasonably interfere with operational compatibility. Grantor may in addition seek from Grantee a future relocation of the Reserved Access Corridor, subject to Grantee's prior written consent. Such consent to a relocation of the Reserved Access Corridor shall not be unreasonably conditioned, withheld, or delayed and shall be limited to ensuring that the work does not endanger the Water Pipelines, does not require that the Water Pipelines or the Above Ground Features or any portion thereof be relocated or does not unreasonably interfere with operational compatibility. Grantor shall provide forty-eight (48) hours advance notification prior to performing any construction or excavation work for said driveway, driveway approach, and pedestrian walking paths.

5. **Term.** This Easement Deed shall become effective upon recordation and shall continue in full force and effect in perpetuity, unless otherwise terminated in accordance with this Easement Deed.
6. **Easement As-Is.** The Easement Area is conveyed by the Grantor to the Grantee, and the Grantee hereby agrees that this Water Pipeline Easement permitting use of the Easement Area is conveyed to the Grantee, AS IS, WHERE IS, and WITH ALL FAULTS, and that the GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED (INCLUDING THOSE IMPLIED BY THE TERMS "GRANT," "CONVEY," OR "DEED," OR THOSE IMPLIED BY ANY OTHER TERM HEREIN), OR ARISING BY OPERATION OF LAW WITH RESPECT TO THE TITLE, MAINTENANCE, REPAIR OR CONDITION OF THE EASEMENT AREA, INCLUDING, WITHOUT LIMITATION: (i) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY; (ii) ANY IMPLIED OR EXPRESS WARRANTY OF HABITABILITY; (iii) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iv) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO STATUTES, CODES, REGULATIONS, DRAWINGS, PLANS OR SPECIFICATIONS; (v) ANY IMPLIED OR EXPRESS WARRANTY OF PRIORITY OVER ANY DEEDS OF TRUST, GROUND LEASES OR OTHER ENCUMBRANCES (INCLUDING, WITHOUT LIMITATION, CLAIMS BY THIRD PARTIES OF RIGHTS TO A PRESCRIPTIVE EASEMENT IN THE EASEMENT AREA); AND (vi) ANY CLAIM FOR DAMAGES BECAUSE OF DEFECTS, WHETHER LATENT OR PATENT, KNOWN OR UNKNOWN, WITH RESPECT TO THE EASEMENT AREA, IT BEING THE EXPRESS INTENTION OF THE PARTIES THAT THE EASEMENT AREA BE CONVEYED TO, AND ACCEPTED BY, GRANTEE IN ITS PRESENT CONDITION AND STATE OF REPAIR.
7. **Construction and Maintenance.** All work performed in the Easement Area and any structures or improvements constructed thereon or therein, including, but not limited to the Water Pipelines must comply with applicable federal and state statutes, codes, standards and regulations and local laws, codes, ordinances, standards and regulations and comply with industry standards and best construction practices. Grantee and Grantee's Affiliates shall perform any construction, operation and maintenance of the Water Pipelines in a good and workmanlike manner. Grantee and Grantee's Affiliates will, at its sole cost and expense, maintain the Water Pipelines, and every aspect thereof, in good condition and repair at all times, reasonable wear and tear and damage caused by casualty or Grantor or its employees, contractor, and agents excepted.

Grantee and Grantee's Affiliates shall maintain the Easement Area in substantially the same condition as existed before this Easement Deed, reasonable wear and tear and damage caused by casualty or Grantor excepted. Grantee shall maintain the Easement Area to be clear and free from any trash, rubbish, brush, debris, waste, weeds, and any Hazardous Materials as defined herein brought onto or generated by Grantee or Grantee's Affiliates at the Easement Area.

Grantee at its sole cost and expense will repair any damage to the Easement Area that arises from its use of the Easement Area or Grantee's Affiliates use of the Easement Area to substantially the same condition as existed immediately prior to such damage, reasonable wear and tear and damage caused by casualty or Grantor or its employees, contractor, and agents excepted.

Unless otherwise agreed to in writing by the Grantor, upon the termination of this Easement Deed, if any, Grantee, at its sole cost and expense, shall promptly restore the Easement Area to substantially the same condition as existed before the Easement Deed to the extent feasible, reasonable wear and tear and damage caused by casualty or Grantor or its employees, contractor, and agents excepted. Grantee, at its sole cost and expense, shall promptly remove all trash, rubbish, debris, waste in the Easement Area resulting from Grantee's use, and ensure appropriate disposal of same.

Grantee shall provide Grantor with detailed engineering plans for review and approval of any material alteration, addition, replacement, or removal of Grantee's Water Pipelines (inclusive of any excavation) prior to performing such work. Such engineering review and approval shall be limited to ensuring that the work does not unreasonably interfere with Grantor's pedestrian and vehicular access as reserved above.

Grantee shall further provide forty-eight (48) hours advance notification prior to performing any construction or excavation work on its Water Pipelines. Such notification shall not be required in the event of an emergency that is life threatening or may result in damage to Grantee's Water Pipelines or adjacent property or for discrete inspection or maintenance related work that does not create a public safety risk or require excavation, heavy equipment, traffic barricades or obstructions to vehicular or pedestrian travel through the Easement Area.

8. Third Party Indemnity.

- a. Grantee agrees to save harmless and indemnify Grantor, its successors and assigns and its and their officers, agents and employees (collectively, "Grantor's Related Parties"), from and against all third-party claims, demands, loss, damage, actions, causes of action, expense and/or liability (excepting consequential damages) (collectively, "Claims"), actually incurred by Grantor and/or Grantor's Related Parties and which are directly caused by Grantee's negligence or intentional misconduct in its exercise of the rights granted pursuant to this Easement, except to the extent that such Claims (i) arise prior to the recording of this Easement, or (ii) are attributable to the negligence or willful misconduct, error or omission of Grantor or Grantor's Related Parties.
- b. Grantor agrees to save harmless and indemnify Grantee, its successors and assigns and its and their officers, agents and employees (collectively, "Grantee's Related Parties"), from and against all third-party claims, demands, loss, damage, actions, causes of action, expense and/or liability (excepting consequential damages) (collectively, "Claims"), actually incurred by Grantee and/or Grantee's Related Parties and which are directly caused by Grantor's negligence or intentional

misconduct in its exercise of the rights for the Reserve Access Corridor granted pursuant to Paragraph 4 of this Easement, except to the extent that such Claims are attributable to the negligence or willful misconduct, error or omission of Grantee or Grantee's Related Parties.

9. **Insurance.** The Grantee agrees to comply with the following insurance requirements. Grantee is an authorized self-insured public entity for purposes of Professional Liability, General Liability, Automobile Liability, Worker's Compensation, and Property Damage and warrants that through its program of self-insurance, has adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this Agreement.
10. **Successors and Assigns.** The Easement Deed will be binding on the Parties and their respective successors and assigns.
11. **Breach, Restoration, and Remedies.**
 - a. **Injunctive and Other Relief:** The Parties further intend that, should any Party undertake, or cause to be undertaken, any activity in violation of this Easement Deed and refuse after reasonable notice from the other Party to stop any activity in violation of this Easement Deed, then the other Party will have the right to obtain injunctive relief or writs from courts of competent jurisdiction in the County of San Bernardino, State of California, to stop any prohibited activity. The Parties will have the right to seek temporary restraining orders, preliminary injunctions, and similar provisional, equitable relief in a court of competent jurisdiction, provided that the Party seeking such relief has given the other Party notice and an opportunity to cure such breach or threatened breach.
 - b. **Delay in Enforcement:** Enforcement of the terms and provisions of this Easement Deed will be at the discretion of the Grantor or the Grantee. Any forbearance on behalf of the Grantor or the Grantee to exercise its rights hereunder in the event of any breach by the other Party or its respective assigns or successors will not be deemed or construed to be a waiver of that Party's rights hereunder in the event of any subsequent breach.
12. **Liens.** The Grantee will ensure that no lien is placed upon the Easement Area or the Property. If such a lien is placed upon the Easement Area or the Property and are caused by the Grantee, Grantor shall provide written notice to Grantee and the Grantee will promptly cause it to be removed at the Grantee's sole cost and expense.
13. **Miscellaneous.**
 - a. **No Third-Party Beneficiaries:** The Parties agree that no governmental agency, person, or entity other than the Parties themselves will have the right to enforce any of the terms or provisions of this Easement Deed, it being intended that there be no third-party beneficiaries of this Easement Deed.

- b. **Governing Law:** This Easement Deed will be governed by and construed in accordance with California law.
- c. **Entire Agreement:** This Easement Deed sets forth the entire agreement and understanding between the Parties with respect to the subject matter of this Easement Deed.
- d. **Notices:** All notices, requests, demands, or other communications under this Easement Deed will be in writing and notice will be sufficiently given for all purposes when provided as follows:
 - i. **Personal Delivery:** When personally delivered to the recipient, notice is effective upon delivery;
 - ii. **First Class Mail:** When mailed first class to the address of the recipient set forth below or as updated by a party: notice is effective after three (3) mail delivery days of being deposited in a United States Postal Service office or mailbox;
 - iii. **Certified Mail:** When mailed by certified U.S. mail, with return receipt requested: notice is effective upon receipt, if delivery is confirmed by a return receipt;
 - iv. **Overnight Delivery:** When delivered by an overnight delivery service, with charges prepaid or charged to sender's account: notice is effective upon delivery, if delivery is confirmed by the delivery service; or

In all cases where notice is required a courtesy email notice will also be provided to the individuals identified below, which email shall not affect the effective date of delivery or refusal thereof.

In the case of notifications to the Parties, addresses for purpose of giving notice hereunder are as follows:

To Grantor:

Victor Valley Community College District
Attn: Eric Vreeman, Vice President, Administrative Services
18422 Bear Valley Road
Victorville, California 92395
Telephone: (760) 245-4271
Courtesy copy by email: to: eric.vreeman@vvc.edu

and

Victor Valley Community College District
Attn: Estela Wansten, Administrative Secretary II, Facilities Construction
& Administrative Services
18422 Bear Valley Road
Victorville, California 92395
Courtesy copy by email to: Estela.Wansten@vvc.edu

To Grantee:

San Bernardino County Service Area 64
c/o Department of Public Works
Attn: Water and Sanitation Division Manager
222 West Hospitality Lane
San Bernardino, California 92415
Courtesy copy by email to: WaterOps@sdd.sbcounty.gov

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the Party to be notified will be deemed effective as of the first date the notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service. Each Party must provide advance written notice to the other of any change to its contact information (i.e., address, telephone number, or email address).

- e. **Modification; Severability; Waiver; Survival:** This Easement Deed may not be modified or altered except in writing and signed by both Parties. If any part of this Easement Deed is found to be in conflict with applicable laws or regulations, that part will be inoperative, null, and void insofar as it is in conflict; however, the remainder of the Easement Deed will remain in full force and effect. The failure by one Party to enforce or require the other Party's full compliance with the terms and provisions of this Easement Deed will not constitute a waiver of its right to do so in the future, nor will it release the other party from its responsibilities under this Easement Deed. A Party's consent to or approval of any act by the other Party, which act requires the first Party's consent or approval, will not be construed to waive or render unnecessary the first Party's consent to or approval of subsequent acts. A waiver of rights under this Easement Deed will only be valid if it is clearly set forth in writing. The covenants, agreements and indemnities of the parties set forth in this Easement Deed shall survive any termination of this Easement Deed.
- f. **No Fee Interest Transferred:** Nothing in this Easement Deed shall be construed as transferring any fee interest in the Easement Area or the Property to the Grantee.

IN WITNESS WHEREOF, the Parties have executed this Easement Deed on the dates set forth below, but this Easement Deed is effective as of the date identified herein.

[END OF PAGE – SIGNATURE PAGE FOLLOWS]

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

By: _____
Name: Daniel Walden, Ph.D. _____
Title: SUPERINTENDENT/PRESIDENT _____
Date: _____

SAN BERNARDINO COUNTY SERVICE AREA 64

By: _____
Name: Dawn Rowe _____
Title: Chair, Board of Supervisors _____
Date: _____

ATTEST:

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

APPROVED AS TO FORM:

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

ALL CAPACITY 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 SAN BERNARDINO

On _____ before me, _____,
(Date) (Name and title of the officer)

personally appeared _____,
(Name of person signing)

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 of officer

(Seal)

ALL CAPACITY 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 SAN BERNARDINO

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personally appeared _____,
(Name of person signing)

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 of officer

(Seal)

Exhibit “A” to Waterline Easement
(Legal Description of Easement Area)

EXHIBIT "A"
LEGAL DESCRIPTION
WATERLINE
APN: 0482-022-06

BEING A PORTION OF WEST ½ OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL MARCH 19, 1856 AND DESCRIBED IN DEED IN BOOK 5775, PAGE 258, OFFICIAL RECORDS OF SAID COUNTY AND PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF 10 FEET IN WIDTH 5 FEET ON EACH SIDE, MEASURED AT RIGHT ANGLES TO, THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION;

THENCE NORTH 89°09'11" EAST ALONG THE SOUTH LINE OF SAID SECTION, A DISTANCE OF 1039.12 FEET;

THENCE NORTH 00°50'49" WEST, A DISTANCE OF 24.00 FEET TO A POINT 24.00 FEET NORTHERLY OF THE SOUTH LINE OF SAID SECTION AND THE **BEGINNING** OF A STRIP OF LAND;

THENCE NORTH 45°10'39" EAST, A DISTANCE OF 65.41 FEET;

THENCE SOUTH 89°49'05" EAST, A DISTANCE OF 633.91 FEET TO A POINT ON THE EASTERLY LINE OF SAID DEED;

THE SIDES OF ABOVE DESCRIBED STRIP SHALL BE PROLONGED OR SHORTENED SO AS TO BEGIN ON 24.00 FEET NORTHERLY OF THE SOUTH LINE OF SAID SECTION AND TERMINATE ON SAID EASTERLY LINE.

CONTAINING 0.161 ACRES, MORE OR LESS.

SEE EXHIBIT "B" ATTACHED HERETO AND MADE APART HEREOF.

LUDWIG ENGINEERING ASSOCIATES, INC.
PREPARED BY ME OR UNDER MY SUPERVISION

 3-01-2022
Glen L. Ludwig, RCE 13191 Date

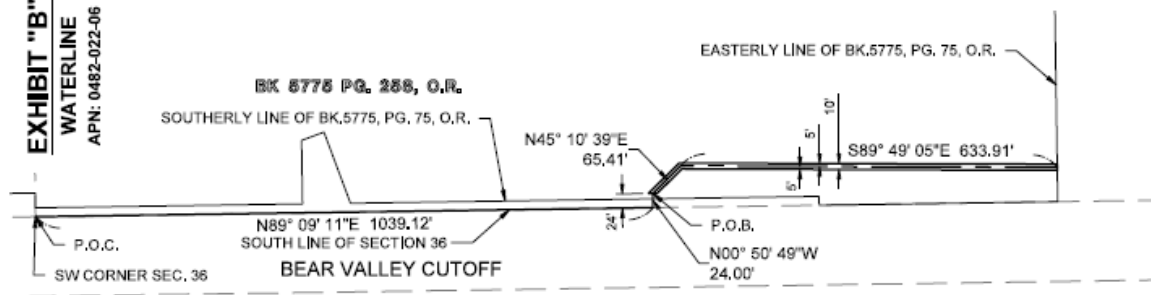


Exhibit “B” to Waterline Easement
(Diagram of Easement Area)

EXHIBIT "B"

WATERLINE

APN: 0482-022-06



3-07-2022

Exhibit “C” to Waterline Easement
(Waterline Detail)

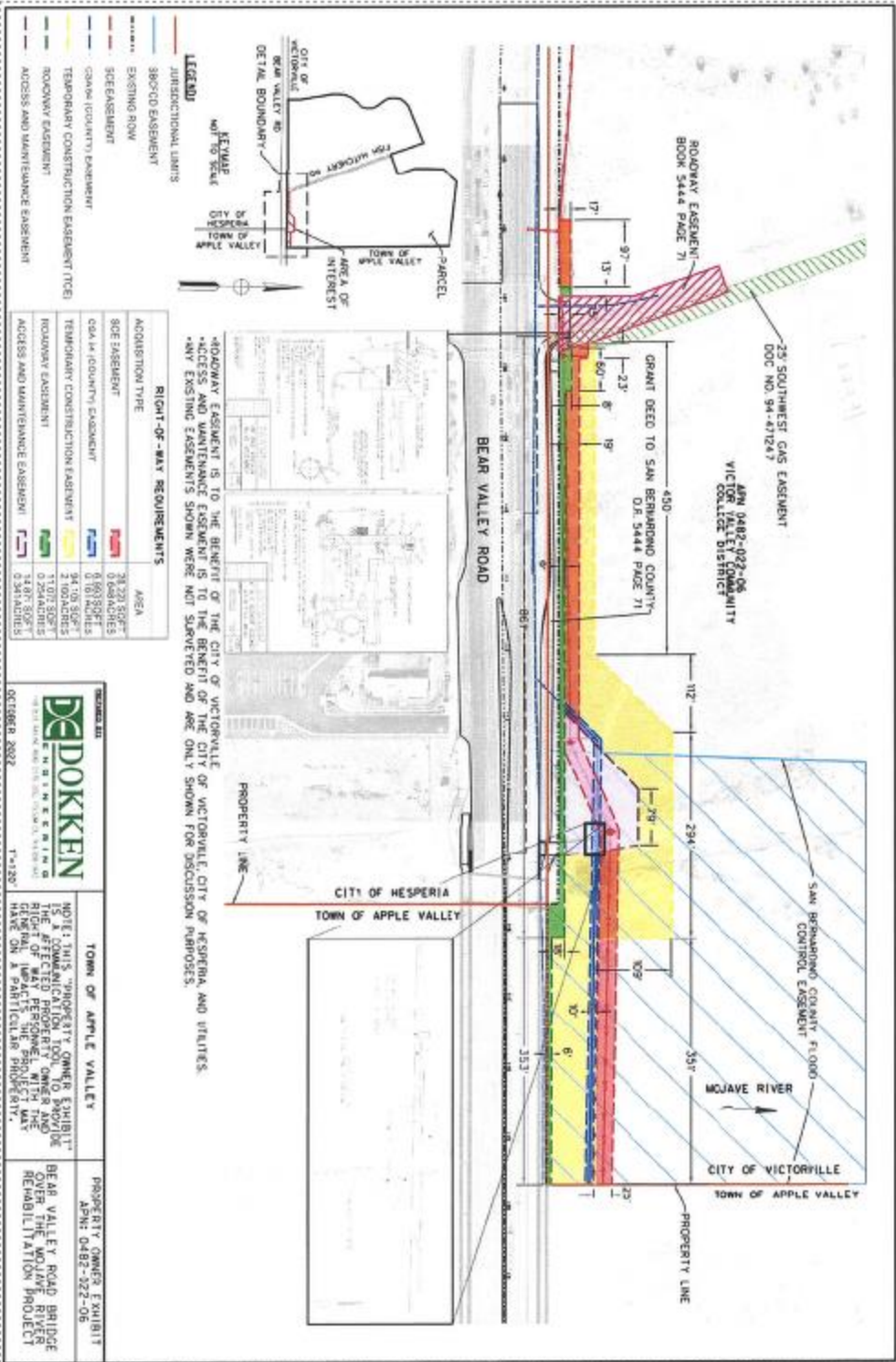


Exhibit “D” to Waterline Easement
(Access Diagram)

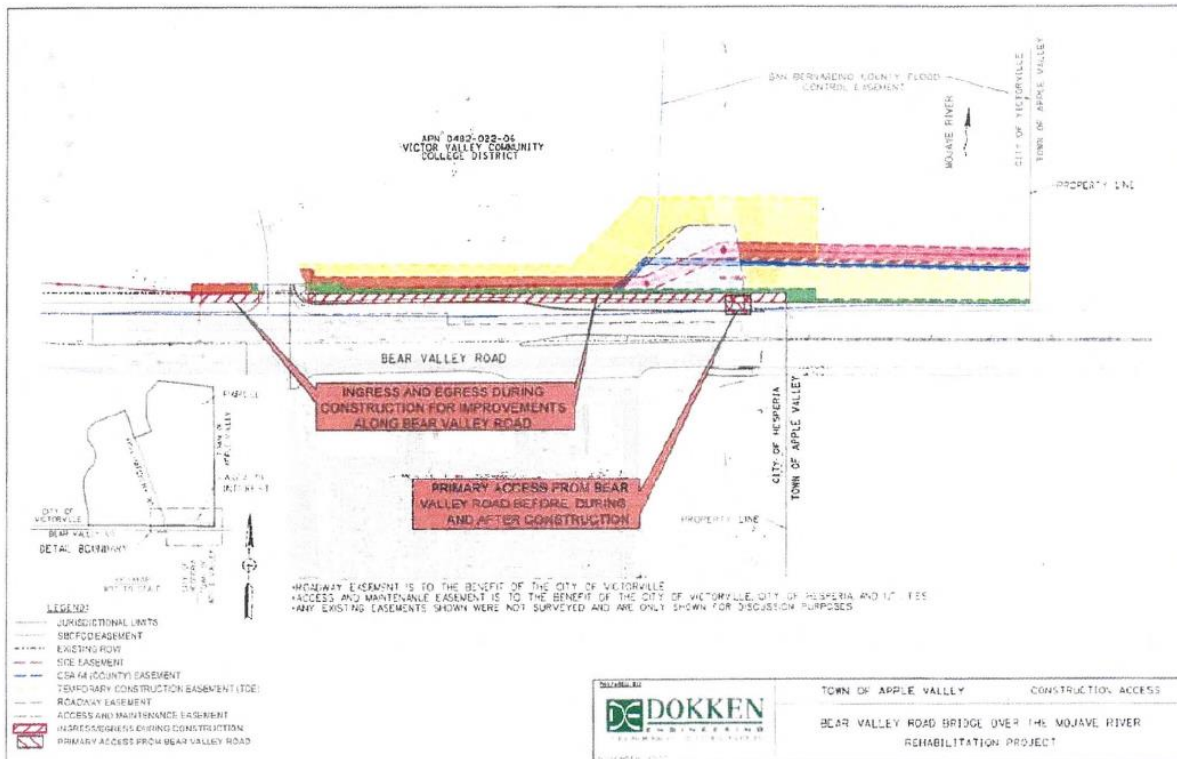


Exhibit “E” to Waterline Easement
(Reserved Access Corridor)

EXHIBIT "E"
RESERVED ACCESS CORRIDOR

