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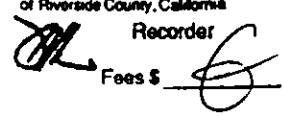
RECORDING REQUESTED BY:

RECEIVED FOR RECORD
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WHEN RECORDED MAIL TO:
CITY CLERK
City of Riverside
City Hall, 3900 Main Street
Riverside, California 92522

APR - 2 1996

Recorded in Official Records
of Riverside County, California
Recorder

Fees \$ 

FREE RECORDING
This instrument is entitled
to be recorded without fee
(Government Code § 6103)

FOR RECORDER'S OFFICE USE ONLY

GRANT OF NON-EXCLUSIVE EASEMENTS

DX-1128

THIS GRANT OF NON-EXCLUSIVE EASEMENTS is made this 12th day of March, 1996, by and between the **CITY OF RIVERSIDE**, a municipal corporation of the State of California ("GRANTOR"), and the **SANTA ANA WATERSHED PROJECT AUTHORITY**, a joint powers public agency ("GRANTEE") with reference to the following facts:

A. GRANTOR is the owner of certain real properties, respectively designated as "Parcel A" and "Parcel B" and collectively as "the PROPERTY", situated in the City of Colton, County of San Bernardino, California, and generally described as follows:

1. **Parcel A** being the South 100 feet of the East half of the East half of Lot 3, Block 80, of Rancho San Bernardino, in the City of Colton, County of San Bernardino, State of California, as shown by map on file in Book 7, page 2 of Maps, in the office of the County Recorder of San Bernardino County, California.

2. **Parcel B** being portions of Lot 5, Block 54, of Rancho San Bernardino, in the City of Colton, County of San Bernardino, State of California, as shown by map on file in Book 7, page 2 of Maps, in the office of the County Recorder of San Bernardino County, California.

B. GRANTEE desires to obtain the right to construct, operate and maintain a 36 inch diameter pipeline and appurtenances (SARI Reach IV-E) to convey brine and industrial waste as a part of the total SARI system and a 54 inch diameter pipeline and appurtenances to convey secondary treated effluent from the Cities of San Bernardino and Colton wastewater treatment plants to the Regional Tertiary Treatment

Facility (RIX) in Colton ("Pipelines").

C. It is the purpose of this document to set forth the terms and conditions by which GRANTOR will convey to GRANTEE non-exclusive permanent easements in, under, over and upon certain portions of Parcels A and B so that GRANTEE may install Pipelines and appurtenances and maintain same.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, GRANTOR and GRANTEE agree as follows:

1. Grant of Non-Exclusive Permanent Easements. Subject to all of the terms, provisions, conditions and covenants hereinafter set forth, GRANTOR hereby grants to GRANTEE non-exclusive permanent easements to use the following described portions of the PROPERTY for the construction, installation and maintenance of Pipelines and appurtenances (collectively, "GRANTEE'S FACILITIES") including the right to reconstruct, replace, remove, repair, alter, operate, maintain and inspect GRANTEE'S FACILITIES:

(a) Parcel A: Over that portion of Parcel A described in Exhibit A, attached hereto and incorporated herein by this reference, and as depicted on Exhibit B, attached hereto and incorporated herein by this reference.

(b) Parcel B: Over that portion of Parcel B described in Exhibit A-1, attached hereto and incorporated herein by this reference, and as depicted on Exhibit B-1, attached hereto and incorporated herein by this reference.

2. Paramount Rights of GRANTOR. The easements granted hereinabove are subject to GRANTOR'S paramount right to use the PROPERTY and GRANTEE'S exercise of the rights granted hereunder shall be done in the manner that will not unreasonably interfere with or hinder or unreasonably restrict the use and/or development of the PROPERTY by GRANTOR.

3. Costs and Expenses. All costs and expenses of whatever kind or nature associated with the construction, installation, maintenance, reconstruction, replacement, removal, alteration, operation, maintenance or inspection of GRANTEE'S FACILITIES, shall be solely and exclusively borne by GRANTEE.

The existing Riverside Water Company Canal owned by GRANTOR is located on the PROPERTY together with related pipelines and appurtenances. Any costs incurred by GRANTOR for the relocation, reconstruction, repair, maintenance and use of the existing canal, pipelines and appurtenances caused by the installation, construction, reconstruction, repair, replacement, removal, inspection, use, maintenance, or operation of GRANTEE'S FACILITIES shall be borne by GRANTEE.

4. Compliance with Laws. GRANTEE further covenants and agrees to perform all activities described herein and pursuant to this Grant of Non-Exclusive Easements, in accordance with all applicable, laws, rules and regulations (whether Federal, State or local), and shall promptly take whatever action is necessary to prevent GRANTEE's FACILITIES from becoming a nuisance or safety hazard, or an impediment to the use or development of the PROPERTY by GRANTOR for any lawful purpose.

5. Ingress and Egress to GRANTEE's FACILITIES. GRANTOR AND GRANTEE acknowledge and agree that, from time to time, traffic circulation on the PROPERTY and access to the PROPERTY may change. Therefore, GRANTEE covenants and agrees to comply with all reasonable instructions by GRANTOR pertaining to the location and use of access to, and circulation over and across the PROPERTY by GRANTEE and its authorized representatives. GRANTOR shall not unreasonably interfere with GRANTEE's access to GRANTEE's FACILITIES.

6. Designated Agent. GRANTEE shall designate an individual to act as GRANTEE's agent with respect to all matters contained herein. GRANTEE shall give written notice to GRANTOR of the name, address and telephone number of such agent no later than the tenth (10th) day following the recordation of this Grant of Non-Exclusive Easements. GRANTEE hereby agrees that such designated agent shall be required to promptly respond, within 24 hours or less, to any oral or written communication from GRANTOR regarding the condition of GRANTEE's FACILITIES, and further agrees to take immediate action to correct any deficiency or condition that may be a nuisance or threat to safety of persons or property, or that interferes with the use or development of the PROPERTY by GRANTOR. GRANTEE may change the designated agent from time to time upon written notice to GRANTOR. GRANTEE shall promptly inform GRANTOR in writing of any change of address or telephone number for the designated agent.

7. Indemnification. This Grant of Non-Exclusive Easements is made on the express and unqualified covenant and condition that GRANTEE shall protect, defend and hold GRANTOR, and its elected officials, officers, employees, agents, consultants, contractors and invitees completely harmless from and against any and all claims, losses, damages, actions and liabilities of any kind or nature whatsoever, including, reasonable costs for investigation and defense thereof (including but not limited to, attorneys fees, court costs and expert fees) arising out of, occasioned by, or in any way connected with, GRANTEE's FACILITIES and/or any acts or omissions of GRANTEE and/or its officers, employees, agents, contractors or representatives in the exercise of its rights, duties or obligations hereunder regardless of where the injury, death, or damage may occur, unless such injury, death or damage is caused by the sole negligence or willful misconduct of GRANTOR. Further, GRANTEE warrants and represents that GRANTOR shall be

fully indemnified and held completely free and harmless from any and all cost or expense associated with the removal of GRANTEE'S FACILITIES, the damage, if any, caused by such removal, and from the loss of any income, rents, royalties or other revenues associated with GRANTEE'S FACILITIES.

GRANTOR shall give GRANTEE reasonable notice of any such claims or actions. GRANTEE shall use counsel reasonably acceptable to GRANTOR in carrying out GRANTEE'S obligations hereunder. The provisions of this paragraph shall survive the termination of the rights granted by GRANTOR to GRANTEE hereunder.

8. Insurance. GRANTEE, at its sole cost and expense, shall maintain public liability and property damage insurance with a single combined liability limit of not less than \$1,000,000, naming GRANTOR as an additional insured and insuring against all liability of GRANTEE and its representatives arising out of, occasioned by, or in any way connected with GRANTEE'S FACILITIES and/or the exercise of GRANTEE'S rights hereunder. Such insurance shall include a "Contractual Liability" endorsement insuring GRANTEE'S performance of GRANTEE'S obligations to indemnify GRANTOR; provided, however, that such insurance coverage and/or payments made thereunder shall not in any way limit or otherwise restrict or reduce GRANTEE'S obligation to fully indemnify and hold GRANTOR harmless.

9. Assignment. The easements hereby granted to GRANTEE by GRANTOR may not be assigned or otherwise transferred or encumbered by GRANTEE without the prior written consent of GRANTOR.

IN WITNESS WHEREOF, this Grant of Non-Exclusive Easements was executed by GRANTOR and GRANTEE on the date and year first above written.

GRANTOR:

GRANTEE:

CITY OF RIVERSIDE, a
municipal corporation

SANTA ANA WATERSHED PROJECT
AUTHORITY, a joint powers
agency

By John E. Holmes
City Manager

By Wayne H. Holcomb
Chairman, Board of
Commissioners

Attest Karen E. Lindquist
City Clerk

Approved as to Form:

[Signature]
Assistant City Attorney

State of California)
County of Riverside) ss

On March 12, 1996, before me, a notary public in and for said State, personally appeared John E. Holmes & Karen E. Bengquist

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.



Jans Lowry
Signature

CAPACITY CLAIMED BY SIGNER

- Attorney-in-fact
- Corporate Officer(s)
Title _____ Title _____
- Guardian /Conservator
- Individual(s)
- Partner(s)
 General Limited
- Trustee(s)
- Other City Manager & City Clerk

The party(ies) executing this document is/are representing:

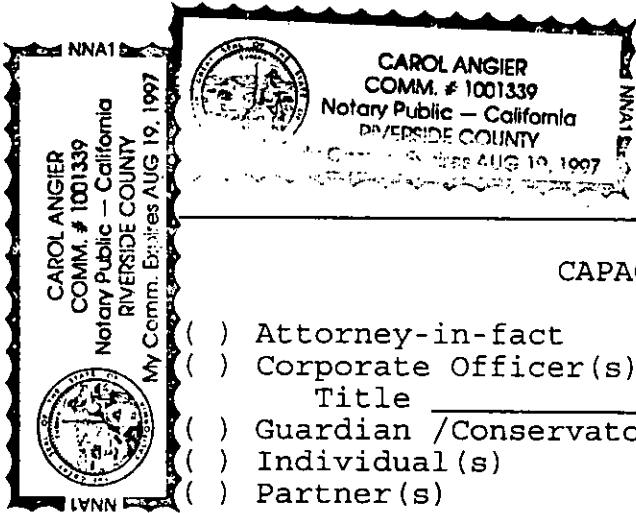
City of Riverside, 3900 Main Street, Riverside, Ca

State of California)
County of Riverside) ss

On 3/26/96, before me, a notary public in and for said State, personally appeared Wayne H. Halcomb

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.



Carol Angier
Signature

CAPACITY CLAIMED BY SIGNER

- () Attorney-in-fact
- () Corporate Officer(s)
Title _____ Title _____
- () Guardian /Conservator
- () Individual (s)
- () Partner(s)
() General () Limited
- () Trustee(s)
- () Other _____

The party ~~(ies)~~ executing this document is ~~is~~ representing:

Santa Ana Watershed Project Authority
(SAWPA)

CERTIFICATE OF ACCEPTANCE OF EASEMENT DEED

This is to certify that the interest in real property conveyed by the attached easement deed dated March 12, 1996, from City of Riverside to Santa Ana Watershed Project Authority, a joint powers agency, is hereby accepted, and the grantee consents to the recordation thereof by its duly authorized officer.

Date: March 21, 1996

BY: *Wayne H. Halcomb*
Chairman of SAWPA Commission

LEGAL DESCRIPTION

JOB NO.: 2 CHM0102.01
DATE: AUGUST 7, 1995
PAGE: 1 OF 2
A.P. NO.: 163-362-08

EXHIBIT "A"

EASEMENT

THAT PORTION OF LOT 3, BLOCK 80 OF RANCHO SAN BERNARDINO, IN THE CITY OF COLTON, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 7, PAGE 2 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF THE SOUTHERN PACIFIC TRANSPORTATION COMPANY RAILROAD, 108.50 FEET WIDE, PER DOCUMENT RECORDED IN BOOK 513, PAGE 97 OF DEEDS, IN THE OFFICE OF SAID COUNTY RECORDER, SAID POINT BEING DISTANT THEREON NORTH $08^{\circ}36'25''$ EAST, 62.29 FEET FROM THE INTERSECTION WITH THE NORTHERLY LINE OF THE LAND DESCRIBED IN THE DOCUMENT RECORDED IN BOOK 5754, PAGE 624 OF OFFICIAL RECORDS, IN THE OFFICE OF SAID COUNTY RECORDER, SAID NORTHERLY LINE ALSO BEING THE SOUTHERLY LINE OF SAID LOT 3, BLOCK 80; THENCE LEAVING SAID EASTERLY LINE SOUTH $82^{\circ}04'14''$ EAST, 41.92 FEET; THENCE SOUTH $36^{\circ}42'56''$ EAST, 68.48 FEET TO ITS INTERSECTION WITH SAID NORTHERLY LINE OF BOOK 5754; THENCE ALONG SAID NORTHERLY LINE NORTH $89^{\circ}25'54''$ EAST, 55.73 FEET TO ITS INTERSECTION WITH A LINE PARALLEL WITH AND DISTANT 45.00 FEET NORTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM THE HEREINABOVE DESCRIBED LINE HAVING A BEARING AND LENGTH OF SOUTH $36^{\circ}42'56''$ EAST, 68.48 FEET; THENCE ALONG SAID PARALLEL LINE NORTH $36^{\circ}42'56''$ WEST, 120.15 FEET TO ITS INTERSECTION WITH A LINE PARALLEL WITH AND DISTANT 45.00 FEET NORTHERLY, MEASURED AT RIGHT ANGLES, FROM THE HEREINABOVE DESCRIBED LINE HAVING A BEARING AND DISTANCE OF SOUTH $82^{\circ}04'14''$ EAST, 41.92 FEET; THENCE ALONG LAST SAID PARALLEL LINE NORTH $82^{\circ}04'14''$ WEST, 20.15 FEET TO ITS INTERSECTION WITH A LINE PARALLEL WITH AND DISTANT 100.00 FEET NORTHERLY, MEASURED AT RIGHT ANGLES, FROM SAID NORTHERLY LINE OF BOOK 5754; THENCE ALONG LAST SAID PARALLEL LINE SOUTH $89^{\circ}25'54''$ WEST, 40.56 FEET TO SAID EASTERLY LINE OF

LEGAL DESCRIPTION

117384

JOB NO.: 2CHM0102.01
DATE: AUGUST 7, 1995
PAGE: 2 OF 2
A.P. NO.: 163-362-08

BOOK 513; THENCE ALONG SAID EASTERLY LINE SOUTH 08°36'25" WEST, 39.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 6422 SQ. FT. OR 0.147 ACRES.

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

THE BEARINGS USED FOR THIS DESCRIPTION ARE BASED ON SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT RIGHT-OF-WAY MAP FILE NO. 2.701 ON FILE IN THE OFFICE OF SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT, SAID BEARINGS BEING ROTATED 01°00'05" COUNTER CLOCKWISE TO THE NATIONAL GEODETIC SURVEY'S 1983 NORTH AMERICAN DATUM.

THIS LEGAL DESCRIPTION IS NOT INTENDED FOR USE IN THE DIVISION AND/OR CONVEYANCE OF LAND IN VIOLATION OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA.

PREPARED UNDER THE DIRECTION OF:

Donald L. Whiteley

2/7/96

DONALD L. WHITELEY, P.L.S. 6422

DATE

LICENSE EXPIRES: 12/31/98



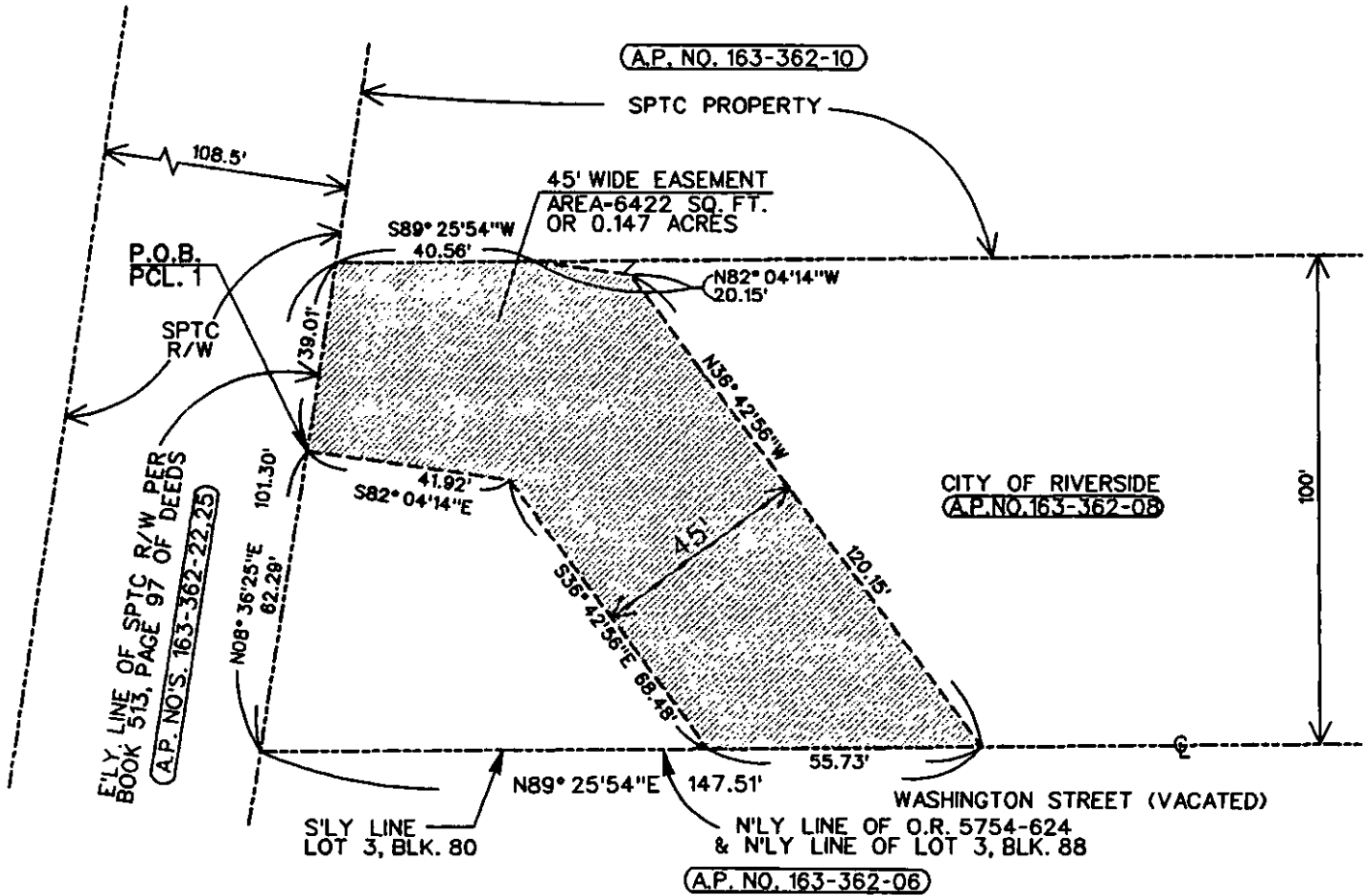
DESCRIPTION APPROVAL 2/22/96
Michael S. [Signature] by LF
SURVEYOR, CITY OF RIVERSIDE



NOT TO SCALE

RANCHO SAN BERNARDINO

LOT 3
BLK. 80



LEGEND

- CENTERLINE
- PARCEL/BOUNDARY LINE
- ▨ EASEMENT

S.B.C.F.C.D.
LOT 3
BLK. 88

M. B. 7-2

DESCRIPTION: A 45 FOOT WIDE EASEMENT FOR PIPELINE PURPOSES IN THE CITY OF COLTON, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

CH2M HILL
2510 Red Hill Avenue
Santa Ana, California 92705

SHEET 1 OF 1

SCALE NONE

DRAFTED DJM

CHECKED DLW

DATE 8/07/95

JOB NUMBER 2CHM0102.01

APPROVED:

Donald Lee Whiteley 2/1/96

DONALD LEE WHITELEY
L.S. NO. 6422
EXP. 12/31/98

PSOMAS

Peonias & Associates-Costa Mesa
3167 Red Hill Avenue, #230
Costa Mesa, California 92626
714/781-7373

Engineers
Surveyors
Planners

DX-1128

LEGAL DESCRIPTION

JOB NO.: 2 CHM0102.01
DATE: AUGUST 7, 1995
PAGE: 1 OF 2
A.P. NO.: 276-131-39

EXHIBIT "A-1"

EASEMENT

THAT PORTION OF LOT 5, BLOCK 54 OF RANCHO SAN BERNARDINO, IN THE CITY OF COLTON, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 7, PAGE 2 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EASTERLY LINE OF THE DOCUMENT RECORDED IN BOOK 2300, PAGE 583 OF OFFICIAL RECORDS IN THE OFFICE OF SAID COUNTY RECORDER, WITH THE NORTHWESTERLY LINE OF THE DOCUMENT RECORDED IN BOOK 7947, PAGE 587 OF SAID OFFICIAL RECORDS, SAID EASTERLY LINE BEING ON A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1045.15 FEET, AS DESCRIBED IN SAID BOOK 2300, PAGE 583 OF OFFICIAL RECORDS, A RADIAL LINE TO SAID POINT OF INTERSECTION BEARS SOUTH 86°41'49" EAST; THENCE NORTHERLY 113.27 FEET ALONG SAID CURVE IN SAID EASTERLY LINE THROUGH A CENTRAL ANGLE OF 06°12'34"; THENCE LEAVING SAID EASTERLY LINE NORTH 15°59'42" EAST, 462.93 FEET; THENCE NORTH 01°13'39" WEST, 63.61 FEET TO ITS INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 10, SAN BERNARDINO FREEWAY, AS SHOWN ON STATE OF CALIFORNIA BUSINESS AND TRANSPORTATION AGENCY DEPARTMENT OF PUBLIC WORKS DIVISION OF HIGHWAYS RIGHT-OF-WAY MAP NO. 405541; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE NORTH 87°50'27" EAST, 8.07 FEET TO ITS INTERSECTION WITH THE EASTERLY LINE OF PARCEL 32 OF THE DOCUMENT RECORDED IN BOOK 5438, PAGE 331 OF SAID OFFICIAL RECORDS; THENCE ALONG SAID EASTERLY LINE SOUTH 13°29'26" EAST, 114.10 FEET TO ITS INTERSECTION WITH A LINE PARALLEL WITH AND DISTANT 45.00 FEET EASTERLY, MEASURED AT RIGHT ANGLES, FROM THE HERINABOVE LINE DESCRIBED AS HAVING A BEARING AND DISTANCE OF NORTH 15°59'42" EAST, 462.93 FEET; THENCE ALONG SAID PARALLEL LINE, SOUTH 15°59'42" WEST, 513.56 FEET TO THE HEREINABOVE MENTIONED NORTHWESTERLY LINE OF SAID DOCUMENT RECORDED IN BOOK 7947, PAGE 587 OF OFFICIAL RECORDS;

THENCE ALONG SAID NORTHWESTERLY LINE SOUTH 48°29'15" WEST, 26.40 FEET TO THE POINT OF BEGINNING.

CONTAINING 24448 SQ. FT. OR 0.561 ACRES.

AS SHOWN ON EXHIBIT "B-1" ATTACHED HERETO AND MADE A PART HEREOF.

THE BEARINGS USED FOR THIS DESCRIPTION ARE BASED ON SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT RIGHT-OF-WAY MAP FILE NO. 2.701 ON FILE IN THE OFFICE OF SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT, SAID BEARINGS BEING ROTATED 01°00'05" COUNTER CLOCKWISE TO THE NATIONAL GEODETIC SURVEY'S 1983 NORTH AMERICAN DATUM.

THIS LEGAL DESCRIPTION IS NOT INTENDED FOR USE IN THE DIVISION AND/OR CONVEYANCE OF LAND IN VIOLATION OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA.

PREPARED UNDER THE DIRECTION OF:

Donald L. Whiteley

2/7/96

DONALD L. WHITELEY, P.L.S. 6422
LICENSE EXPIRES: 12/31/98

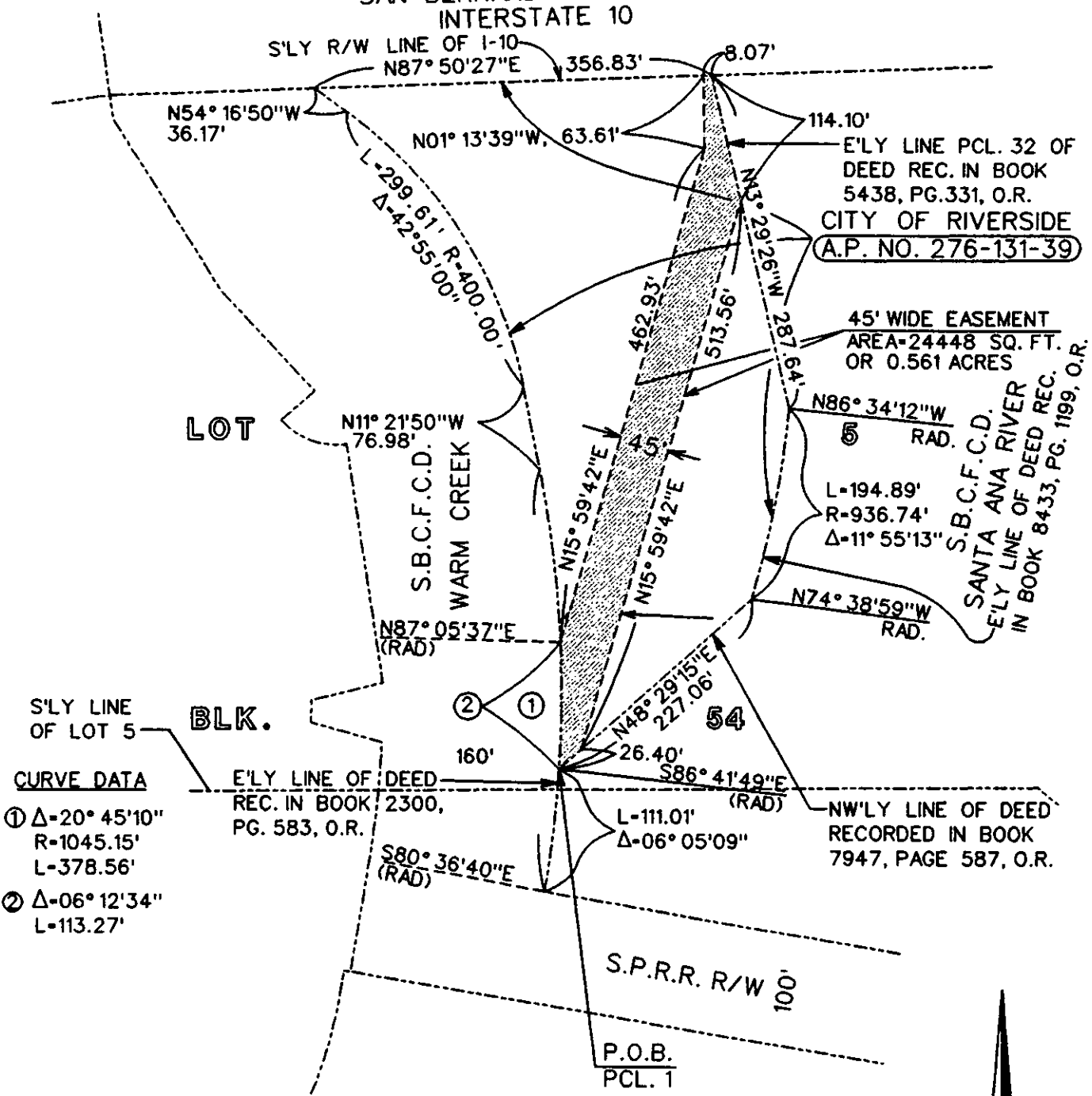
DATE



DESCRIPTION APPROVAL 2/22/96
Charles E. [Signature] by W.E.
SURVEYOR, CITY OF RIVERSIDE

EXHIBIT "B-1"

SAN BERNARDINO FREEWAY
INTERSTATE 10



LOT

BLK.

CURVE DATA

- ① Δ=20° 45'10"
R=1045.15'
L=378.56'
- ② Δ=06° 12'34"
L=113.27'

RANCHO SAN BERNARDINO
M.B. 7-2
LOT 6
BLK. 64

LEGEND

- PARCEL/BOUNDARY LINE
- ▨ EASEMENT



NOT TO SCALE

DESCRIPTION: A 45' WIDE EASEMENT FOR PIPELINE PURPOSES IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.	CH2M HILL 2510 Red Hill Avenue Santa Ana, California 92705	SHEET 1 OF 1
		SCALE NONE
APPROVED: <i>Donald Lee Whiteley</i> 2/1/96 DONALD LEE WHITELEY L.S. NO. 6422 EXP. 12/31/98	PSOMAS Planner & Associates-Costa Mesa 3187 Red Hill Avenue, #250 Costa Mesa, California 92626 714/781-7373 Engineers Surveyors Planners	DRAFTED DJM
		CHECKED DLW
		DATE 8/07/95
		JOB NUMBER 2CHM0102.01

DX-1128