

7/15/2004
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LARRY WALKER
Auditor/Controller - Recorder

P Counter

When recorded mail to:

City Clerk's Office
City of Riverside
City Hall, 3900 Main Street
Riverside, California 92522

Doc#: 2004 - 0504002



Titles: 1 Pages: 8
Fees 29.00
Taxes 0.00
Other 13.25

PAID \$42.25

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A	R	L			COPY	LONG	REFUND	NCHG	EXAM

Project: Mountainview Wastewater Discharge (SARI) Line

DX - 1317

Handwritten: Record BC



EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY OF RIVERSIDE, a municipal corporation of the State of California, as Grantor, does hereby grant to the MOUNTAINVIEW POWER COMPANY LLC, a Delaware limited company, as Grantee, its successors and assigns, ("Grantee"), a non-exclusive easement and right-of-way (the "Easement") for the construction, reconstruction, maintenance, operation, inspection, repair, replacement, relocation, renewal and removal of a wastewater discharge pipeline, for the discharge of wastewater from Grantee's Mountainview Electric Generating Facility ("Grantee's Facility") to the Santa Ana Regional Interceptor ("SARI") pipeline together with all necessary appurtenances, in, under, upon, over and along that certain real property described in **EXHIBIT A** attached hereto and incorporated herein by this reference (the "Easement Area") located in the City of San Bernardino, County of San Bernardino, State of California.

TOGETHER WITH the right to enter upon and to pass and repass over and along the real property described in **EXHIBIT B** attached hereto and incorporated herein by this reference (the "Property"), and to deposit tools, implements and other material, on a temporary basis, thereon by Grantee, its officers, agents and employees and by persons under contract with

said Grantee and their officers, agents and employees, whenever and wherever necessary for the purpose of constructing, reconstructing, maintaining, operating, inspecting, repairing, replacing, relocating, renewing and removing said wastewater discharge pipeline; provided, however, that in exercising its rights hereunder, Grantee agrees, without limiting Grantee's rights hereunder, to mitigate, to the extent practicable, interference with the operation of the existing golf course on the Property.

UNDER THIS easement, Grantee agrees that it will replace any existing or future improvements that may be damaged during construction, operation or repair of its proposed wastewater discharge pipeline. Grantee also agrees that it will not place or store, or allow any placement or storage of any hazardous substances within the boundaries of the Easement Area, and that it will not commit any waste upon or damage to the Easement Area; provided, however, that wastewater from Grantee's Facility shall not be deemed to be a hazardous substance so long as such wastewater shall be in compliance with all necessary permits from all applicable governmental agencies for the discharge of wastewater from Grantee's Facility to the SARI pipeline. Hazardous substances shall mean any (a) substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to CERCLA, 42 U.S.C. § 9601, *et seq.*; The Hazardous Materials Transportation Act, 49 U.S.C. § 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.* ("RCRA"); The Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq.*; The Clean Water Act, 33 U.S.C. § 1251, *et seq.*; The Hazardous Waste Control Act, California Health and Safety Code ("H. & S.C.") § 25100, *et seq.*; the Hazardous Substance Account Act, H. & S.C. § 25330, *et seq.*; the California Safe Drinking Water and Toxic Enforcement Act, H. & S.C. § 25249.5, *et seq.*; Underground Storage of Hazardous Substances, H. & S.C. § 25280, *et seq.*; the Carpenter-Presley-Tanner Hazardous Substance Account Act (H. & S.C. § 25300, *et seq.*);

The Hazardous Waste Management Act, H. & S.C. §§ 25170.1, *et seq.*; Hazardous Materials Response Plans and Inventory, H. & S.C. § 25001, *et seq.*; or the Porter-Cologne Water Quality Control Act, Water Code § 13000, *et seq.*, all as amended, or any other federal, state or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect, (b) any substance, product, waste or other material of any nature whatsoever which may give rise to liability under any of the above statutes, (c) petroleum, crude oil or any substance which contains gasoline, diesel fuel or other petroleum hydrocarbons other than petroleum and petroleum products contained within regularly operated motor vehicles, and (d) polychlorinated biphenyl's (PCB), radon gas, urea-formaldehyde, asbestos and lead.

GRANTOR AGREES that no building, structure or improvements shall hereafter be located within the Easement Area so as to interfere with Grantee's use of the Easement Area.

Grantee at all times shall have the right, but not the obligation, to keep the Easement Area clear of all roots and undergrowth. Grantee shall restore the surface of the Easement Area to at least its original grade and level after performing any construction or other work that disturbs the surface.

THE TERMS and provisions of this easement shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, personal representatives, and heirs.


THIS INSTRUMENT fully sets forth the terms and conditions of the Easement. There are no oral or other written agreements between Grantor and Grantee that modify, alter, or amend this instrument.

GRANTOR HEREBY reserves the right to (a) operate, construct, reconstruct, maintain, inspect, repair, replace, relocate and remove both existing and future improvements, including any and all landscaping, to the existing golf course facilities and (b) the right to construct, reconstruct, maintain, operate, inspect, repair, replace, relocate and remove both existing and future infrastructure, including water, electric, gas, sewer, storm drain facilities and surface improvements such as curbs, gutters, asphalt paving, sidewalks, lighting, traffic signals, driveways, and landscaping for streets and/or parking lots as long as they do not require the relocation of any of the Grantee's major underground facilities or hinder in the operation of said facilities owned and operated by the Grantee.

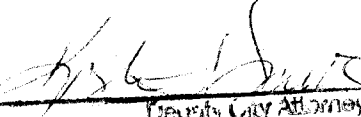
Dated April 7 2004

CITY OF RIVERSIDE,
a municipal corporation

By 
City Manager

Attest 
City Clerk

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE

BY 
Deputy City Attorney

GENERAL ACKNOWLEDGEMENT

State of California

County of Riverside } ss

On April 7, 2004, before me Janis Lowry
(date) (name)

a Notary Public in and for said State, personally appeared

George Caravatta and Colleen J. Noel
Name(s) of Signer(s)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Janis Lowry
Signature

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

() Attorney-in-fact
() Corporate Officer(s)
Title _____
Title _____

() Guardian/Conservator
() Individual(s)
() Trustee(s)

() Other

() Partner(s)
() General
() Limited

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

EXHIBIT "A"
LEGAL DESCRIPTION
SARI LINE EASEMENT

In the City of San Bernardino, County of San Bernardino, State of California, being those portions of Lots 24 and 13, Block 54 of Rancho San Bernardino, on file in Book 7 of Maps, Page 2, Records of said County, more particularly described as follows:

A strip of land 10.00 feet in width, the centerline of said strip of being described as follows:

COMMENCING at the centerline intersection of Waterman Avenue and Dumas Street as shown by map on file in Book 9 of Record of Surveys, Page 12 thereof, Records of San Bernardino County, California;

THENCE South 89°55'31" West along the centerline of said Dumas Street, a distance of 1334.56 feet, to the Northeast corner of said Lot 24 of said Block 54, as shown by said Record of Survey;

THENCE South 00°07'29" East along the easterly line of said Lot 24, a distance of 1039.60 feet, to the centerline of a 70 (seventy) foot wide Transmission Easement, recorded in Book 4226, Page 588, Official Records of San Bernardino County;

THENCE South 84°45'00" West along said centerline, a distance of 635.31 feet, to a line that is parallel with, and 5.00 feet easterly, measured at right angles, from the easterly line of the Twin Creek Flood Control Channel, 400 feet in width, being the **POINT OF BEGINNING** of the centerline hereinafter described;

THENCE South 00°07'45" East along said parallel line, a distance of 66.38 feet, to the beginning of a tangent curve, concave northwesterly, having a radius of 1405.00 feet;

THENCE, continuing along said parallel line, southerly along said curve, through an angle of 42°15'38", an arc distance of 1036.31 feet;

THENCE, South 58°00'46" West, a distance of 18.69 feet, to a point on the southeasterly line of said Twin Creek Flood Control Channel, being the **TERMINUS** of said centerline description.


The sidelines of said 10.00 foot wide strip of land shall be prolonged or shortened as to terminate in the southeasterly line of said Twin Creek flood control channel.

EXCEPTING THEREFROM that portion of said 10.00 foot wide strip of land lying northerly of the southerly line of said 70 (seventy) foot wide Transmission Easement.

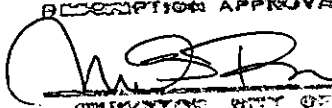
The above described 10 foot wide strip of land contains 10,874 square feet, more or less.

DUDEK & ASSOCIATES, INC.
10 East Vine Street, Suite 214
Redlands, CA 92373

PREPARED UNDER SUPERVISION OF:



KENNETH R. KING, R.C.E. 13537
Registration expires 3/31/05

DESCRIPTION APPROVAL 2.15.04


SUPERVISOR, CITY OF BERNARDINE

EXHIBIT "B"

PLAT SARI LINE EASEMENT



SCALE: 1" = 300'

WASHINGTON
AVE.

P.O.C.
Legal Descr.

WATERMAN
AVE.

DUMAS ST.

N89°55'31"E 1552.42'

1334.56'

1039.60'

54

NE Cor.
Lot 24

Block

R.S.
9/12

70' Wide
Transmission Easement,
Bk. 4226 Pg. 588, O.R.

Lot 25

Lot 23

Lot 24

200' 200'

TWIN CREEK
CHANNEL

P.O.B.
Legal Descr.

S84°45'00"W
635.31'

66.38'
S00°07'45"E

RSB

MB 7/2

10' EASEMENT
10,874 Sq. Ft.

R=1405.00' L=1036.31'
Δ=42°15'38"

S.58°00'46"W.
18.69'

Terminus
Legal Descr.

S47°07'57"E (R)

Lot 14

Lot 13

Lot 12

PREPARED UNDER SUPERVISION OF:



K.R. King

KENNETH R. KING, R.C.E. 13537
REGISTRATION EXPIRES 3/31/05

7/12/04

DUDEK
& ASSOCIATES, INC.

A California Corporation
0 East Vine Street • Suite 214 • Redlands, CA 92373
909.793.3858 • 909.798.3766 Fax
www.dudek.com

DX1317



GARY L. ORSO
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Recorder
P.O. Box 751
Riverside, CA 92502-0751
(909) 486-7000

<http://riverside.asrclrec.com>

NOTARY CLARITY

Under the provisions of Government Code 27361.7, I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary: JANIS LOWRY

Commission #: 1452582

Place of Execution: RIVERSIDE COUNTY

Date Commission Expires: NOV. 22, 2007

Date: 7-15-04

Signature: *Raul Retana*

Print Name: RAUL RETANA