

RECORDED
REQUEST OF

City of Riverside

Recording requested by and
when recorded return to:

Engineering Dept.
Meeks and Daley Water Company
PO Box 3000
Lake Elsinore, CA 92531-3000

Recorded In Official Records, County of San Bernardino



LARRY WALKER
Auditor/Controller - Recorder

P Counter

1/23/2008
9:20 AM
MP

Doc#: 2008-0030183



Titles:	1	Pages:	6
Fees			25.00
Taxes			0.00
Other			0.00
PAID			\$25.00

APN: 281-041-15

~~FILE~~
GRANT OF EASEMENT

DX 1460

FOR VALUABLE CONSIDERATION, CITY OF RIVERSIDE, Grantor, hereby grants to the MEEKS AND DALEY WATER COMPANY, a mutual water company, Grantee, and assigns, the following described easement and rights in and upon that certain real property located in the County of San Bernardino, State of California, described on Exhibits "A", Legal Description, and "B", Plat Map, attached hereto and by this reference made a part hereof.

An easement in, upon, over, under and across the property described on Exhibits "A" and "B" attached hereto for the construction, reconstruction, replacement, repair, maintenance and use of the property for a water well and water purposes together with all necessary fixtures and appurtenances at such locations and elevations, upon, along, over and under said real property as Grantee may now or hereinafter deem convenient and necessary from time to time, together with the right of ingress thereto and egress therefrom, to and along said easement by a convenient route or routes in, upon, over and across the said described property.

Grantee shall have the further right to use during the construction of said water well such areas adjacent to the easement herein granted as may be reasonably necessary for the performance of the work and for access to the work during construction.

Grantor shall not erect any building, fence or other structure upon said easement which will in any way interfere with Grantee's rights and operations hereunder.

Grantor shall not increase or decrease or permit to be increased or decreased, the now existing ground elevations of said easement without the prior written consent of Grantee.

Grantee shall make every effort to cooperate with other utilities in sharing the use of the easement herein granted provided that such sharing will not adversely effect Grantor's use of the easement as described herein.

This instrument shall be binding upon and encumber the benefit of the successors and assigns of Grantor.

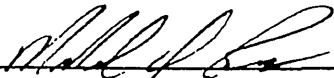
UNDER THIS easement, Grantee agrees that it will replace any existing or future improvements that may be damaged during construction, operation or repair of its proposed facilities.

GRANTEE ALSO agrees that it will not place or store, or allow any placement or storage of any hazardous waste, hazardous material or flammable materials within the boundaries of the easement, and that it will not commit any waste upon or damage to the easement. 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."

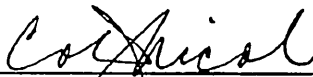
GRANTOR RETAINS the right to construct, reconstruct, maintain, operate, inspect, repair, replace, relocate and remove both existing and future infrastructure, including water, electric, gas, sewer, storm drain facilities and appurtenances, and surface improvements such as curbs, gutters, asphalt paving, 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. Grantor hereby agrees that it will provide Grantee with written notice prior to any action which could impact Grantee's use of the easement.

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CITY OF RIVERSIDE,
a municipal corporation

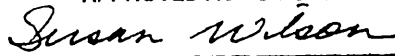
By: 
Michael J. Beck

TITLE: Assistant City Manager

Attest: 
City Clerk
Colleen J. Nicol

Date: January 11, 2008

APPROVED AS TO FORM


DEPUTY CITY ATTORNEY

DX1460

STATE OF CALIFORNIA)
)ss
COUNTY OF RIVERSIDE)

On January 11, 2008, before me, Hannah Dustin, Notary Public, personally appeared Michael J. Beck and Colleen J. Nicol 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.

Hannah Dustin
Notary Signature
Hannah Dustin



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EXHIBIT A
LEGAL DESCRIPTION

That portion of the land lying within Lot 12, Block 72, of the Rancho San Bernardino per Map filed in Book 7, Page 2 of San Bernardino County Records, in the City of San Bernardino, County of San Bernardino, State of California, filed in Case #70785 of the Superior Court of the State of California, described as parcel 17 of document recorded April 12, 1966, in Book 6606, Page 521 of Official Records, in the Office of the Recorder of said San Bernardino County, more particularly described as follows:

COMMENCING at the most northerly corner of Parcel 1 as shown on Parcel Map 5481, in the City of San Bernardino, County of San Bernardino, State of California, filed in Book 58, Pages 93 through 94, inclusive of Parcel Maps, in the office of said County Recorder, said corner being the intersection of the courses bearing North 53°44'17" East and North 00°24'11" West; thence leaving the boundary of said Parcel Map, North 39°30'25" East, 35.37 feet to a point on a line parallel with and 8.70 feet northwesterly at right angles to the above described course bearing North 53°44'17" East, said point also being the TRUE POINT OF BEGINNING; thence along said parallel line, South 53°44'17" West, 99.62 feet; thence leaving said parallel line, North 36°15'43" West, 83.94 feet; thence North 53°44'17" East, 99.62 feet; thence South 36°15'43" East, 83.94 feet to the TRUE POINT OF BEGINNING.

Said parcel of land contains 8,362 sq. ft., or 0.192 acre more or less.

This legal description was prepared by me, or under my direction, in accordance with the Land Surveyor's Act this March 28, 2007.

Mary M. Acosta
Mary M. Acosta, P.L.S. 6664
My Registration Expires: 06/30/2008



DESCRIPTION APPROVAL:

BY: [Signature]

09-11-07
DATE

FOR: MARK S. BROWN
CITY SURVEYOR

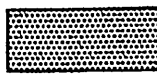
DX 1460

EXHIBIT B PLAT TO ACCOMPANY LEGAL DESCRIPTION

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS DRAWING IS A PORTION OF THE NORTHERLY BOUNDARY LINE OF PARCEL MAP NO. 5481, P.M. 58/93-94 i.e. N53°44'17"E

LEGEND:

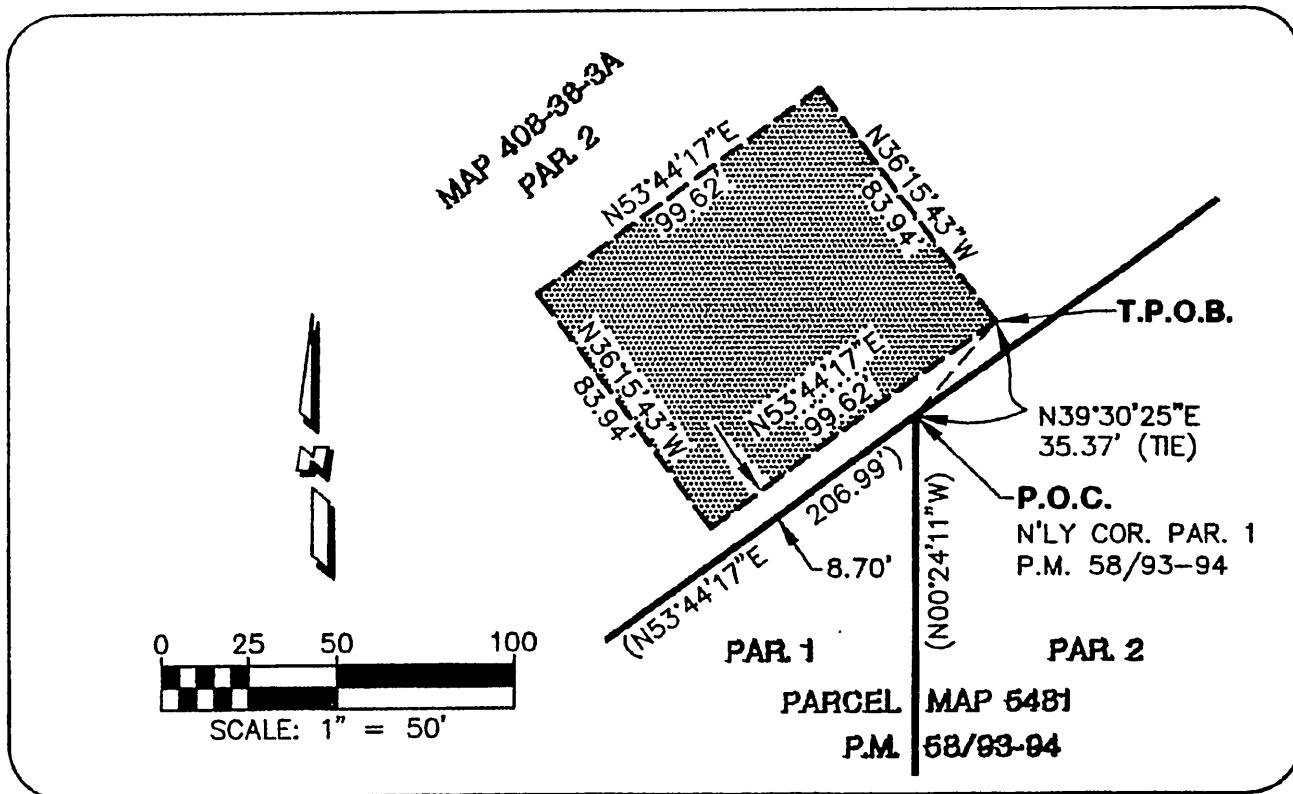
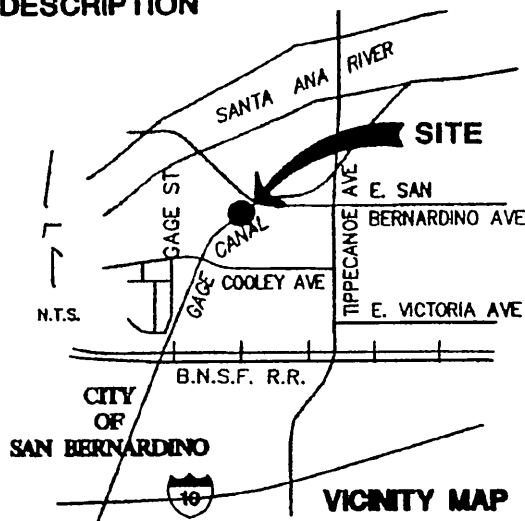
 INDICATES WELL EASEMENT
AREA = 8362 SQ.FT.,
OR 0.192 ACRES MORE OR LESS

P.O.C. INDICATES POINT OF COMMENCEMENT OF LEGAL DESCRIPTION

T.P.O.B. INDICATES TRUE POINT OF BEGINNING

() INDICATES RECORD DATA P.M. 58/93-94

A.P.N. 0281-041-15



THIS DRAWING WAS PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE LAND SURVEYOR'S ACT THIS MARCH 28, 2007

PSOMAS

4455 Murphy Canyon Road, Suite 200
San Diego, CA 92123
(858)578.9200 Fax (858)565.1738

MARY M. ACOSTA, P.L.S. 6664
LIC. EXP. DATE: JUNE 30, 2008

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