

**LARRY WALKER**
Auditor/Controller - Recorder

P Counter

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**City Clerk's Office
City of Riverside
City Hall, 3900 Main Street
Riverside, California 92522
Government Code
8 6103

Doc#:

Titles: 1 Pages: 10

Fees	0.00
Taxes	0.00
Other	13.25
PAID	513.25

DX 1464

SPACE ABOVE LINE FOR RECORDER'S USE

RP FILE: REL0391715
SER. 65969A; J.O.3375**EASEMENT AGREEMENT
(Electric Facilities)**

This Easement Agreement ("**Easement Agreement**") is executed this 8th day of March, 2005, ~~2004~~, by and between the City of Riverside, a California municipal corporation ("**Grantor**") and Southern California Edison Company, a corporation ("**Grantee**"), who agree as follows:

RECITALS

A. Grantor owns real property situated in the City of Grand Terrace, County of San Bernardino, State of California, as more particularly described in Exhibit A, attached hereto and by this reference made a part hereof ("**Grantor's Property**").

B. Grantee is a corporation organized for the production, transmission and distribution of electricity. To accommodate the distribution of electricity, Grantee desires to construct a wooden pole and necessary appurtenances within Grantor's Property.

C. Grantee desires to acquire certain rights in Grantor's Property for purposes of constructing, maintaining, repairing, improving and operating the pole and appurtenances for the distribution of electricity, as more fully described below, on the terms and conditions of this Agreement.

D. Grantor owns and operates a large diameter underground pipeline and above ground appurtenances within Grantor's property.

GRANT OF NONEXCLUSIVE EASEMENT

1. Incorporation of Recitals. The recitals set forth above are hereby incorporated herein by this reference.

2. Grant of Nonexclusive Easement. For valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby grants to Grantee an easement in gross (the "**Easement**") as hereinafter described.

LM

DX1464

3. Location of Easement. The Easement granted herein is located as described on Exhibit B attached hereto and by this reference made a part hereof ("Easement Area").

4. Description of Easement. The Easement shall be nonexclusive and shall commence upon execution of this Easement Agreement ("Commencement Date"). The Easement shall be used by Grantee as follows:

A. An easement over, under, across, and through the Easement Area. The grant includes the right to construct, operate, patrol, maintain, repair, reconstruct, modify, alter, remove, and replace a single wooden pole and overhead cross arms, wires, and other fixtures and appliances and communication circuits with necessary overhead appurtenances for conveying electrical energy to be used for light, heat, power, telephone and/or other purposes. The facilities contemplated herein are depicted in their entirety on the construction plans attached hereto as Exhibit C and by this reference made a part hereof ("Improvement Plans").

B. The right of access over, ingress to and egress from and along the easement parcel(s) and on, over, and across drives and roadways which now exist or which may hereafter be constructed thereon and the use of which is reasonably necessary to accomplish Grantee's purposes.

C. Grantor retains the right to construct, reconstruct, maintain, operate, inspect, repair, replace, enlarge, add to, relocate, and remove both existing and future surface and subsurface infrastructure.

D. Grantor, its successors or assigns, retain all aspects of fee ownership and the right to make all uses of the Easement Area, including, but not limited to, access, ingress, and egress over, through, and across the Easement Area and to and from adjoining parcels, that do not unreasonably interfere with Grantee's rights as described in this Agreement.

5. Restoration. If during construction, operation, maintenance or repair of Grantee's surface and subsurface facilities, Grantee damages any of Grantor's existing or future improvements, Grantee agrees that it shall repair or replace such improvements in accordance with the terms of this Agreement. Notwithstanding the foregoing, Grantor agrees that any existing or future improvements shall be installed in a manner which does not unreasonably interfere with Grantee's right's set forth herein.

6. Hazardous Materials. Grantee agrees that it shall 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 material shall mean any (a) substance, product, waste, or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to the 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. §§15170.1, *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) 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 (c) polychlorinated biphenyls (PCB), radon gas, urea-formaldehyde, asbestos and lead.

7. Compliance. Grantee, at Grantee's sole cost, shall be responsible for compliance with all federal, state and local laws, ordinances, rules and regulations ("**Laws**") now and in the future applicable to the use, installation, maintenance and repairs of Grantee's subsurface pipelines.

8. Grantee's Indemnity Obligation. Grantee agrees to indemnify, defend and hold harmless Grantor, and their employees, agents, and affiliated entities of and from all claims, causes of actions, damages, costs (including the cost of investigators, consultants and attorneys selected by Grantor) or detriment of any nature whatsoever to Grantor and Grantor's Property arising from or related to Grantee's use of the Easement, and the construction, operation, maintenance or repair of Grantee's facilities, including without limitation, claims for personal injury and property damage, equitable remedies (including injunctive relief) of any nature whatsoever; provided, however, Grantee's indemnity obligations of this Paragraph 8 shall not apply to claims, causes of action, costs or detriment caused by the sole active negligence or intentional acts of Grantor.

9. Entire Agreement; Binding Effect; Amendments. This Agreement: (a) is intended by Grantor and Grantee as a final expression and complete and exclusive statement of their agreement with respect to the terms included herein, and any prior or contemporaneous agreements or understandings, oral or written, which may contradict, explain or supplement these terms are superseded and shall not be admissible or effective for any purposes; (b) shall be binding upon and inure to the benefit of Grantor and Grantee and their successors and assigns; and (c) may not be amended or modified except by a written agreement executed by Grantor and Grantee.

10. Attorneys' Fees. In the action between Grantor and Grantee arising from or related to this Easement Agreement, the prevailing party shall be entitled to recover from the other party, in addition to damages, injunctive or other relief, if any, all costs and expenses (whether or not allowable as "costs" items by law), reasonably incurred at, before and after trial or on appeal, or in any bankruptcy proceeding, including without limitation, attorneys' fees, witnesses' fees (expert and otherwise), deposition costs, copying charges and other expenses.

<<ALL SIGNATURES NEXT PAGE>>

IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement Agreement on the date first above written.

GRANTOR:

City of Riverside, a California municipal corporation

By: *[Signature]*

Its: City Manager

7/11
Attest:

[Signature]
City Clerk

GRANTEE:

Southern California Edison Company, a corporation

By: *[Signature]*

Its: Right of Way Agent

APPROVED AND FORWARDED
CITY ATTORNEY'S OFFICE

BY *[Signature]*
CITY ATTORNEY

STATE OF CALIFORNIA)

COUNTY OF San Bernardino)

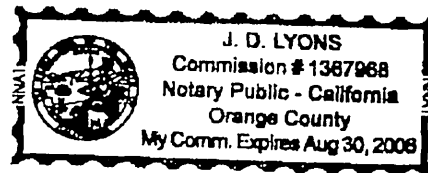
On January 20, 2005 before me, the undersigned notary public, personally appeared Jeanette Rivera,

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature J. D. Lyons



STATE OF CALIFORNIA)

COUNTY OF _____)

On _____, before me, the undersigned notary public, personally appeared _____,

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person whose name is subscribed to the within instrument and acknowledged to me that ___ executed the same in ___ authorized capacity, and that by ___ signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

STATE OF CALIFORNIA)
)
COUNTY OF Riverside)

On March 8, 2005, before me, the undersigned notary public, personally appeared
Thomas P. Evans,

personally known to me
 proved to me on the basis of satisfactory evidence

to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Loana Verdusco



STATE OF CALIFORNIA)
)
COUNTY OF Riverside)

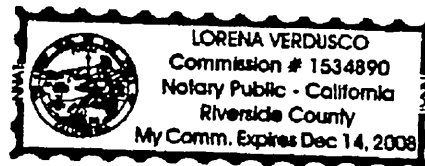
On March 8, 2005, before me, the undersigned notary public, personally appeared
Colleen J. Nicol,

personally known to me
 proved to me on the basis of satisfactory evidence

to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Loana Verdusco



STATE OF CALIFORNIA)

COUNTY OF _____)

On _____, before me, the undersigned notary public, personally appeared

personally known to me

proved to me on the basis of satisfactory evidence

to be the person whose name is subscribed to the within instrument and acknowledged to me that
___ executed the same in ___ authorized capacity, and that by ___ signature on the instrument
the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

EXHIBIT A
SERIAL 65969A
Legal Description

That portion of the Gage Canal lying within the Northeast Quarter of Section 32, Township 1 South, Range 4 West, San Bernardino Meridian in the City of Grand Terrace, County of San Bernardino, State of California, being a 30.00 foot wide strip of land described as follows:

Commencing at the Northwesterly Corner of City of Grand Terrace Tract No. 13757, M. B. 221/62-63, being marked by a 1 and ¼ inch iron pipe with a disk stamped RCE 16056, said Northwesterly Corner bears North 89°22'16" West, 352.63 feet from the Northeasterly Corner of said Tract No. 13757 being marked by a 1 and ¼ inch iron pipe with a disk stamped RCE 16056; thence North 75°06'21" West, 54.59 feet to the TRUE POINT OF BEGINNING; thence North 50°57'41" East, 81.44 feet; thence North 72°34'33" East, 40.72 feet; thence South 50°57'41" West, 81.44 feet; thence South 72°34'33" West, 40.72 feet to the TRUE POINT OF BEGINNING.

Prepared by:

Nolte Associates, Inc.

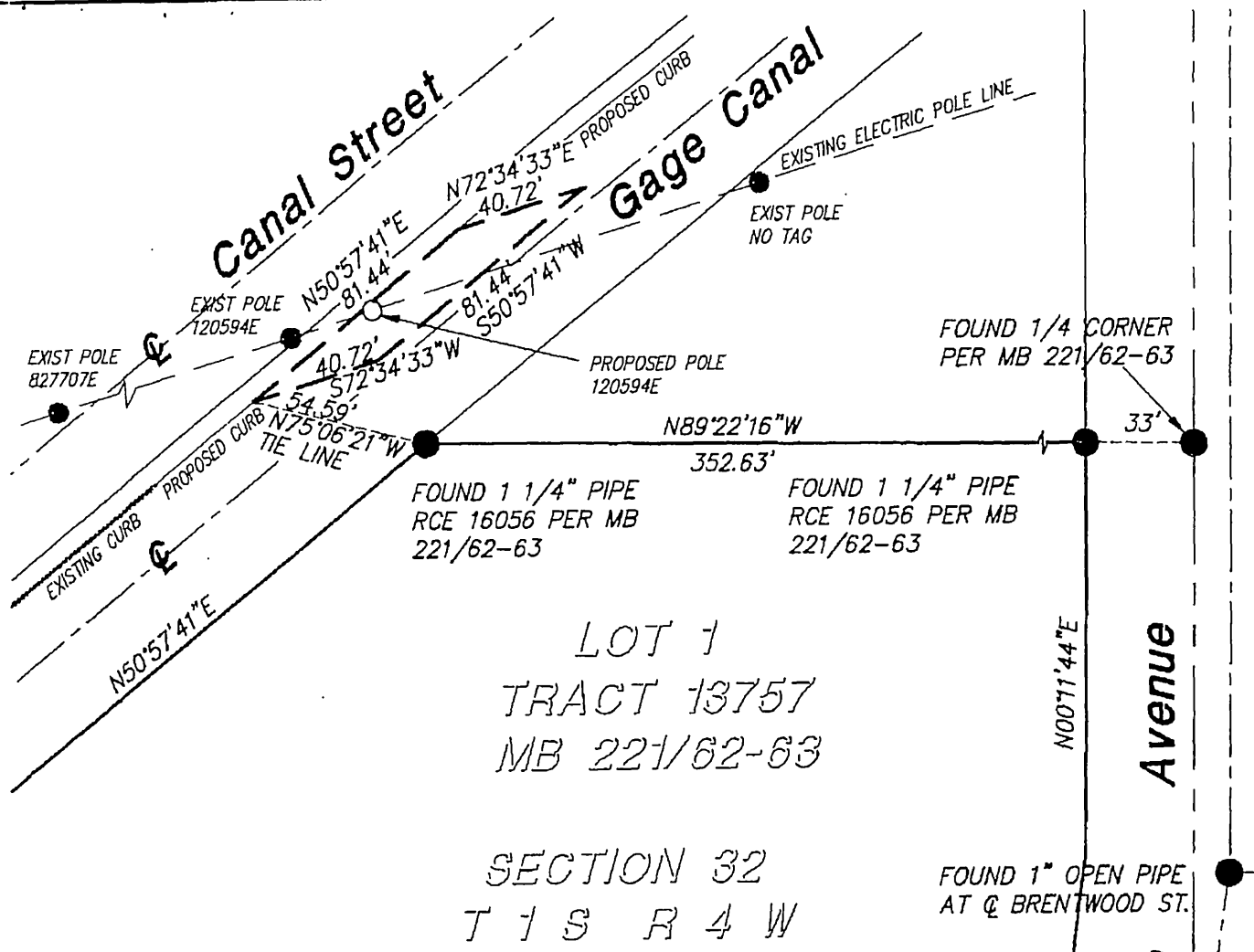
Ronald C. Parker 5/03/04

Ronald C. Parker
Director of Survey



DESCRIPTION APPROVAL: 12/14/04

[Signature]
SURVEYOR, CITY OF RIVERSIDE



LOT 1
TRACT 13757
MB 221/62-63

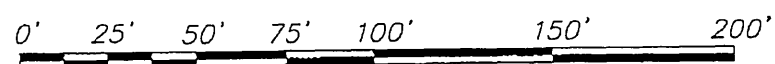
SECTION 32
T 1 S R 4 W



LEGEND

- INDICATED PROPOSED 30.00' WIDE UTILITY EASEMENT
- INDICATES FOUND MONUMENT AS NOTED

GRAPHIC SCALE



SCALE 1" = 50'

SERIAL 65969A



32 33

SECTION CORNER

PATH: N:\E0188\Rev\20040121 Exhibit B\EXHIBIT-B\ EXHIBIT-B.DWG

DATE: 03/22/04
SERVICE: NONE

TIME: 6:47 a.m.
SERVER: NONE



15090 AVENUE OF SCIENCE, SUITE 101 SAN DIEGO, CA. 92128
858.385.0500 TEL 858.385.0400 FAX WWW.NOLTE.COM

**EXHIBIT B
UTILITY EASEMENT
TO CITY OF GRAND TERRACE**

PREPARED FOR:

DATE SUBMITTED:

SHEET NUMBER

1

OF 1 SHEETS

JOB NUMBER
IE018800

DX1464

