

Recorded at the Request of
THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

When Recorded Mail to
THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA
Post Office Box 54153
Los Angeles, CA 90054
Attention: Asset Management

10-17-05

DOCUMENTARY TRANSFER TAX \$ None
(Exempt--Section 11922, California
Revenue and Taxation Code)

2005-0855444

PERMANENT EASEMENT DEED

Box Springs Feeder
MWD Parcel No. 1609-2-8 (Portion)
APN 291-460-002
RL 2342

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, a public corporation, hereinafter referred to as Grantor, hereby grants to CITY OF RIVERSIDE, hereinafter referred to as Grantee, a permanent easement to construct, reconstruct, maintain, operate, remove, and replace a street crossing and pre-approved utilities, at any time and from time to time, with every appendage necessary or convenient to be installed at any time in connection therewith, within the real purposes over and across real property of Grantor located in the City of Riverside, County of Los Angeles, State of California, hereinafter referred to as Property. Said Property is described on Exhibit "A" and shown on Exhibit "B," attached hereto and incorporated herein by reference.

This easement is granted subject to the following terms and any conditions:

1. It is subject to Grantor's paramount right to use the Property for the purposes for which it was acquired.
2. Grantee shall submit, in advance, all plans for installation and construction or reconstruction of Grantee's facilities to Grantor for review and written approval. All plans shall show the location and size of Metropolitan's rights-of-way and the location and size of Metropolitan's pipeline or other facilities therein. Grantee shall not plant, or allow to be planted, any trees on the Property.
3. Grantee shall not change the existing grade or otherwise modify the topography of Property affected by this easement without prior written consent of Grantor.
4. Any street improvements within the easement area constructed by Grantee shall be so constructed as not to interfere with Grantor's access to adjoining property.

D10478(U)

Streets constructed within the easement area shall conform with the applicable public street standards and be incorporated into the city public street system, provided that (a) the construction of such street and utilities therein shall conform to final plans approved in writing by Grantor, which show the location, character, dimensions, and details of the work to be performed; and (b) after initial construction is completed, any future changes to the street or changes to or installation of any utilities therein shall require the prior written approval of Grantor, which approval shall not be unreasonably withheld.

5. Grantor's access over and across this easement shall be reasonably maintained by Grantee during the term of this easement. Grantee shall provide a means to allow Grantor to place its lock on any gates constructed hereon.

6. Grantee shall, at its sole cost and expense, keep Property free of noxious weeds and trash, and shall comply with all applicable laws and regulations concerning the use of Property. In accordance with provisions of this grant and California Civil Code Section 845, it is the duty of Grantee to maintain the easement.

7 Grantor purchased the Property in fee for its existing facility and/or future appurtenances. Any additional costs incurred for construction, reconstruction, maintenance and use of the existing and/or future facilities and appurtenances on Property and/or Grantor's adjacent property attributable to the presence of Grantee's improvements shall be borne by Grantee. In the event that it will be necessary for Grantor's facilities to be relocated or protected as a consequence of the easement, Grantee shall bear all related costs.

8. Grantor shall not be required to contribute any part of the costs of street improvements on the Property, and, furthermore, if Grantor is included in an assessment district to pay such costs, Grantee shall reimburse Grantor for any assessment therefor levied upon it.

9. Grantee hereby releases and discharges Grantor from all claims and demands by Grantee for loss of or damage to Grantee's property, and agrees to indemnify Grantor against and to hold Grantor harmless from all costs and expenses, including attorneys' fees, and all liability, and claims and demands of others, except employees of Grantor, for loss of or damage to property, or injury to or death of persons, which may result directly or indirectly from the granting, use or termination of, or operations under this easement, save and except any such loss of or damage to property or injury to or death of persons, resulting from the negligence of Grantor. Grantee agrees to pay Grantor in full and promptly upon demand for any and all loss of or damage to Grantor's property caused by the tortious conduct of Grantee, including negligence, intentional or willful acts, and acts in which there is a liability without fault, resulting from or growing out of any operations on or adjacent to property.

10. In the event of abandonment by Grantee of the rights granted herein, they shall terminate, and Grantee shall thereupon, without cost to Grantor, restore Property to a condition as near as possible to that which existed prior to Grantee occupancy, and deliver to Grantor a

Permanent Easement

-3-

MWD Parcel No. 1609-2-8 (portion)

PCN

quitclaim of such rights. Nonuse for a period of three years shall constitute conclusive evidence of such abandonment.

Dated: 10/4/05

THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

Dennis B. Underwood
CEO/General Manager

By Roy L. Wolfe
Roy L. Wolfe
Manager, Corporate Resources

GP
JVK
KC
Sunk
yo
DSB
MB

Authorized by MWD Administrative Code Section 8230

Propmgnt/WA4458permanenteasement.doc

D1D478(U)

Permanent Easement

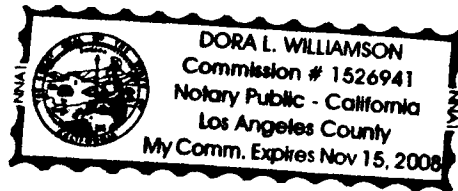
MWD Parcel Nos. 1600-9-1, 3, 9, 13, 13A, 13B, 15, 17, 19; 1600-9-23, 25, 27, 29, 31, 33, 35, 37, 39, 41, 42, 43; 1600-9-45, 47, 49, 51, 53, 55, 57, 59, 61, 63, 65, 67; 1600-9-69, 73, 75, 77, 79, 81, 82; 1600-10-1 (Portions)

STATE OF CALIFORNIA)
)
COUNTY OF Los Angeles)ss

On October, 4, 2005 before me, Dora L. WILLIAMSON, a Notary
Public in and for said State, personally appeared Roy Louis Wolfe

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.



Signature Dora L. Williamson

EXHIBIT "A"

R. L. 2342
MWD Parcel 1609-2-8 Portion
Permanent Easement
MWD to City of Riverside

A parcel of land in Section 3, T3N, R4W, SBM in the City of Riverside, County of Riverside, State of California, being a portion of the land conveyed to The Metropolitan Water District of Southern California (MWD) by Grant Deed recorded June 2, 1975 as Instrument No. 73757, Official records of said County, also shown as "NOT A PART" on Parcel Map No. 19617 filed in book 128, Pages 91 through 103 inclusive, of parcel maps, records of said County, described as follows:

Commencing at the southwesterly terminus of that certain course in the northwesterly line of said land conveyed to MWD shown on said Parcel Map as having a bearing of N 51° 35' 31" E and a distance of 782.23 feet and for the purpose of this description bears N 51° 35' 35" E; thence northeasterly along said northwesterly line N 51° 35' 36" E 615.25 feet to the **TRUE POINT OF BEGINNING**; thence continuing northeasterly along said northwesterly line N 51° 35' 36" E 153.57 feet; thence leaving said northwesterly line S 10° 44' 15" E 90.33 feet to a point on the southeasterly line of said MWD parcel; thence S 51° 35' 36" W 151.43 feet along said southeasterly line; thence leaving said southeasterly line N 11° 57' 12" W 89.36 feet to a point on said northwesterly line also being the **TRUE POINT OF BEGINNING**.

Containing 0.280 acres, more or less.

All as shown on EXHIBIT B attached hereto and made a part hereof.

END OF DESCRIPTION

PREPARED UNDER MY SUPERVISION



Paul M. Ogilvie
Paul M. Ogilvie, P.L.S. 6439

Date: *8-4-2005*
J:/ projects/RL/RL2342/8/4/2005 7:13 AM

DESCRIPTION APPROVAL:

BY: *Mark S. Brown* *08/08/2005*
DATE

FOR: MARK S. BROWN
CITY SURVEYOR

EXHIBIT B

SECTION 3, T.3 S., R.4 W., S.B.M.

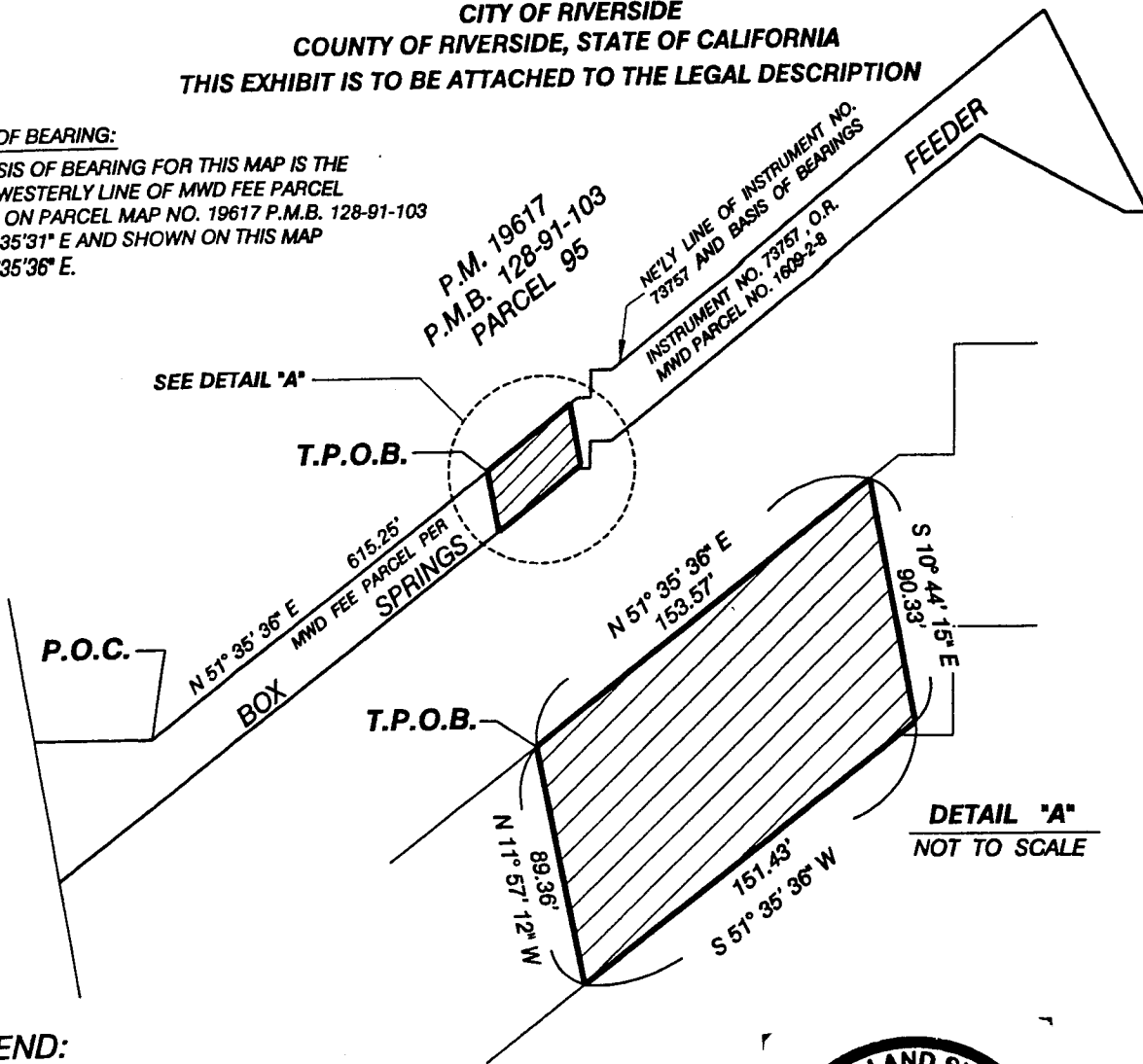
CITY OF RIVERSIDE

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

THIS EXHIBIT IS TO BE ATTACHED TO THE LEGAL DESCRIPTION

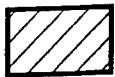
BASIS OF BEARING:

THE BASIS OF BEARING FOR THIS MAP IS THE NORTHWESTERLY LINE OF MWD FEE PARCEL SHOWN ON PARCEL MAP NO. 19617 P.M.B. 128-91-103 AS N51°35'31" E AND SHOWN ON THIS MAP AS N51°35'36" E.

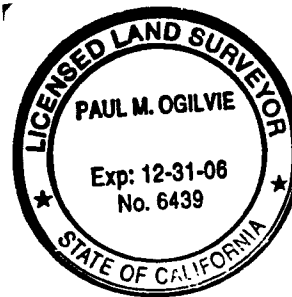


DETAIL 'A'
NOT TO SCALE

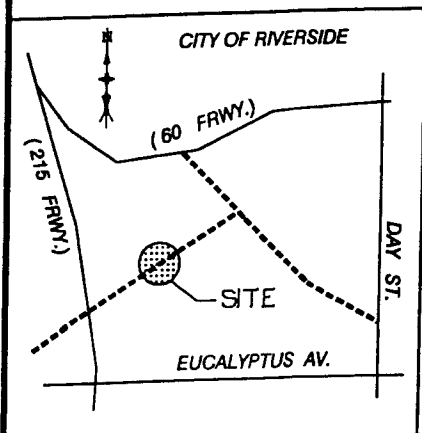
LEGEND:



R.L. 2342
PERMANENT EASEMENT
0.280 ACS.



NO SCALE



PREPARED UNDER
MY SUPERVISION

Paul M. Ogilvie
PAUL M. OGILVIE PLS 6439

8-4-2005
DATE

THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

BOX SPRINGS FEEDER

R.L. 2342

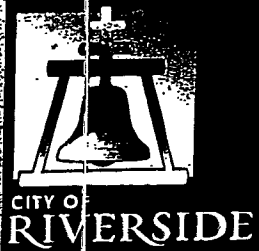
PERMANENT EASEMENT

M.W.D.

TO

CITY OF RIVERSIDE
1609-2-8 (PORTION)

D10478(W)



Office of the
City Manager
Risk Management

EXHIBIT C

No. 05-22

This Certificate is issued to:

Metropolitan Water District of Southern California
700 N. Alameda Street
Los Angeles, CA 90012
Attn: Paul Norlen, Senior Real Estate Representative

CERTIFICATE OF SELF-INSURANCE

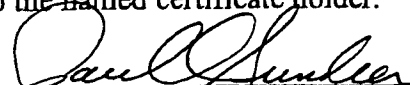
This is to certify that the City of Riverside is self-insured for the following coverages:

TYPE OF COVERAGE	SELF-INSURED LIMITS
I. GENERAL LIABILITY; Commercial Form (Bodily Injury and Property Damage) Each Occurrence Aggregate	\$1,000,000 \$1,000,000
II. AUTOMOBILE LIABILITY (each occurrence): Vehicle owned, Non-owned and Hired	\$1,000,000
III. WORKERS' COMPENSATION Each accident Each Employee for Disease Employer's Liability	\$4,000,000 \$4,000,000 \$4,000,000
IV. SPECIAL TERMS & CONDITIONS:	

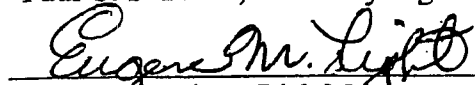
Certificate holder is named an additional insured for general liability in connection with the City of Riverside crossing the District's easement in the Canyon Crossing retail development with a public road and utility lines.

CANCELLATION: Should any of the above described programs of self-insurance be modified or canceled before the expiration date shown below, the City of Riverside will give 30 days written notice to the named certificate holder.

DATE ISSUED: September 23, 2005


Paul C. Sundeen, Asst. City Mgr./CFO

CERTIFICATE EXPIRES: July 1, 2007


Eugene M. Light, Risk Manager

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

THIS IS TO CERTIFY that the interest in real property conveyed by the within instrument to the City of Riverside, California, a municipal corporation, is hereby accepted by the undersigned officer on behalf of the City Council of said City pursuant to authority conferred by Resolution No. 21027 of said City Council adopted September 6, 2005, and the grantee consents to recordation thereof by its duly authorized officer.

Dated 10/11/05

CITY OF RIVERSIDE

By Amelia M. Valeri

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE

BY Richard A. Miller
Deputy City Attorney