

When recorded mail to:

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

AGREEMENT FOR JOINT USE OF THE
BERGAMONT PARK SITE AND THE
PUMPING PLANT SITE

FREE RECORDING (Govt. Code 6103)

*Copies: T+K
P. J. Jones
Legal
Finance
P. Wood*

RECEIVED FOR RECORD
AT 2:00 O'CLOCK P.M.

OCT 21 1988

Recorded in Official Records
of Riverside County, California

*William J. Bondy
Recorder*

Fees \$

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THIS AGREEMENT is entered into as of the 12th
day of October, 1988 by and between WESTERN MUNICIPAL WATER
DISTRICT OF RIVERSIDE COUNTY, a public agency ("DISTRICT"), and
the CITY OF RIVERSIDE, a charter city ("CITY").

RECITALS

WHEREAS District plans to construct on a District-owned
0.27 acre site at the corner of Cole Avenue and Bergamont Street
(Lot "P" shown on Exhibit "A" attached hereto) the Bergamont
Pumping Plant ("Pumping Plant"), an essential element of
District's expanding water distribution system; and,

WHEREAS City plans to develop Bergamont Park on a
contiguous City-owned 5.06 acre site which also fronts on Cole
Avenue and Bergamont Streets (Lot "O" shown on Exhibit "A"
attached hereto; and,

WHEREAS these two uses are compatible; and,

WHEREAS the portion of the Pumping Plant site not
occupied by District buildings or structures could be available
for park uses proposed by City; and,

WHEREAS District desires the right to install and main-
tain a water transmission pipeline through Lot "O" from the Pump-
ing Plant to Cole Avenue in order to provide water to District's
customers,

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WHEREAS, it is desirable and in the best interests of the public for City and District to develop their respective adjacent properties cooperatively, and to allow each public entity to use a portion of the other's property where compatible, and as set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual premises and covenants herein contained, the parties hereby enter into this Agreement to set forth the terms and conditions whereby they will cooperatively develop and use the contiguous properties as set forth below.

AGREEMENT

THE PARTIES AGREE as follows:

1. District's Duties. District shall, at its sole expense:

A. Prepare the plans and specifications for the access driveway, basketball court, and landscaping conceptualized on Exhibits "B" and "C" attached hereto ("Park Related Improvements"), utilizing direct input from City's Parks and Recreation Department. City shall have the opportunity to review and approve these improvements prior to District advertising for bids. The Park Related Improvements shall be located on Lot "O" within a 50' wide strip westerly of the District's west property line and a 30' strip southerly of the District's south property line.

B. Install the Park Related Improvements. District will regrade as necessary for this construction.

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C. Promptly repair any damage to the Park Related Improvements caused by the District's operations, maintenance, site access, or improper construction.

2. City's Duties. City shall:

A. At its sole expense, maintain and promptly repair any damage to the Park Related Improvements, unless such damage is caused by District's operations, maintenance activities, site access, or improper construction.

B. Allow District to permanently remove the northerly two panels and pillars of the wrought iron fence along Cole Avenue. These panels shall be removed without damage to the remainder of the fence and shall not be replaced.

3. Schedule of Completion. The proposed schedule of completion by District shall be one calendar year after completion of construction of the Bergamont Pumping Plant, which is estimated to be in the fall of 1989. District and City will attempt to meet or exceed this scheduled completion date; however, a failure to meet this date shall not be deemed a breach of this Agreement if such failure is beyond the control of District.

4. Easements.

A. District hereby grants to City an easement to use for park purposes the land surrounding the Pumping Plant and to place signs on or next to the Pumping Plant. The easement shall include reasonable access to District's property for maintenance of the Park Related Improvements by City.

B. City hereby grants to District an easement, including access and egress, to grade and construct on Lot "O" the

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Park Related Improvements and any other mutually approved site improvements.

C. City hereby grants to District an easement to construct and maintain a water transmission pipeline (shown on Exhibit "C" attached hereto). Such pipeline shall be located on Lot "O" within a 30' wide strip southerly of District's south property line. The easement shall include the right of access for construction and maintenance of the pipeline.

5. Further Acts. The parties agree to execute such other documents and perform such other acts as may be necessary or desirable to carry out the purposes of this Agreement.

6. Indemnity. Each party hereto shall indemnify, defend, save and hold harmless the other party and its officers, employees, and agents from and against any and all liability, damages, claims, demands, debts, losses, expenses (including attorneys' fees) for contractual losses, personal injury or property damage arising out of or in any manner connected with the willful or negligent acts, omissions, or performance of the duties and obligations of such indemnifying party or its officers, employees, or agents.

7. Assignment. Neither party shall assign its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

8. Termination. This Agreement may be terminated upon the written agreement of both parties.

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9. Entire Agreement and Amendment. This Agreement contains the entire agreement between the parties with respect to the matters herein provided for, and may only be amended by subsequent written agreement signed on behalf of both parties.

10. Binding on Successors. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

11. Attorneys' Fees. Should either party to this Agreement commence a legal action or proceeding against the other party with respect to this Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the losing party, in addition to such other relief as the court may grant, an award of an amount determined by the court to be reasonable for its attorneys' fees and costs in prosecuting or defending such action or proceeding.

12. Notices. Any and all notices sent or required to be sent to the parties to this Agreement will be mailed to the following addresses:

City Clerk	Western Municipal Water District
City of Riverside	of Riverside County
3900 Main Street	P.O. Box 5286
Riverside, CA 92522	Riverside, CA 92517-5286

13. Validity. If any term of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the contract terms shall remain in full force and effect unless such invalidity has a material adverse effect on the purposes of this Agreement.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

CITY OF RIVERSIDE

WESTERN MUNICIPAL WATER DISTRICT
FOR RIVERSIDE COUNTY

By: AB Brown
AB BROWN, MAYOR
City of Riverside

By: Wayne H. Holcomb
WAYNE H. HOLCOMB, PRESIDENT
Board of Directors

ATTEST: Alice A. Hare
ALICE HARE
City Clerk

Form Approval: John Woodhead
JOHN WOODHEAD
City Attorney

(SEAL)

(SEAL)

CONSENT TO RECORDATION

THIS IS TO CERTIFY that the interest in real property conveyed by this annexed instrument dated October 12, 1985 from by and between Western Municipal Water District of Riverside County and the City of Riverside to the City of Riverside, a municipal corporation of the State of California, is hereby accepted by the undersigned officer on behalf of the City Council of said City pursuant to authority conferred by Resolution No. 14883 of said City Council adopted on January 25, 1983, and the grantee consents to the recordation thereof by its duly authorized officer.

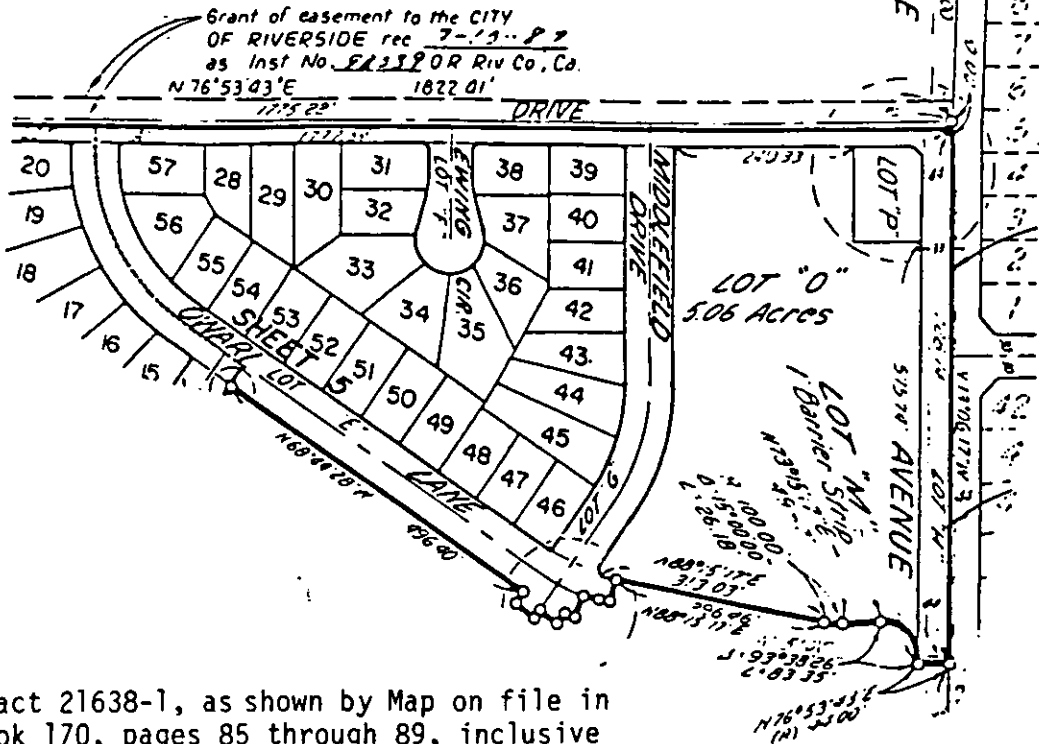
Dated: 10/20/88

Michael J. [Signature]
Property Services Manager

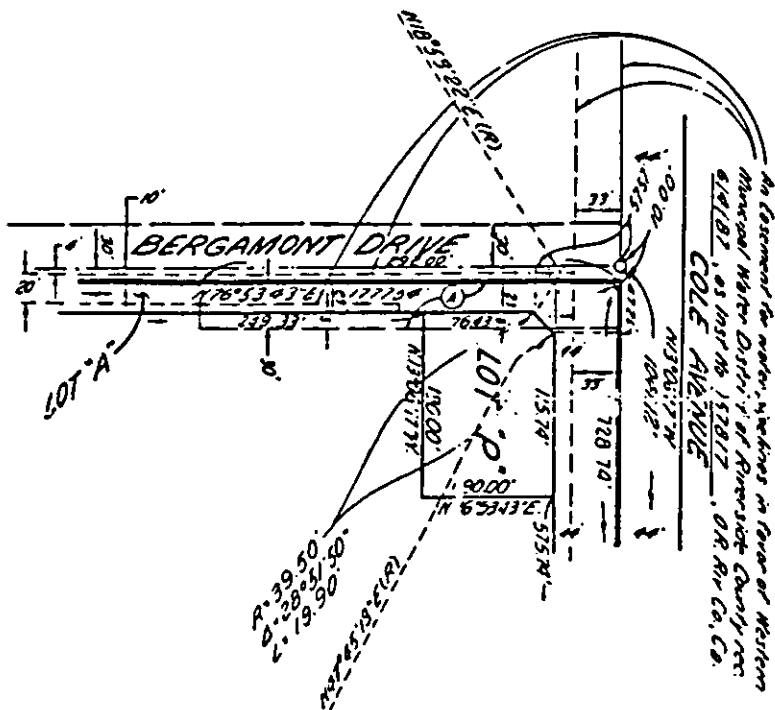
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N 76°53'43"E (1665 00')
 VAN BUREN BOULEVARD

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Tract 21638-1, as shown by Map on file in Book 170, pages 85 through 89, inclusive of Maps, Records of Riverside County, California.



WESTERN MUNICIPAL WATER DISTRICT
 OF RIVERSIDE COUNTY

BERGAMONT PARK

EXHIBIT A:

SCALE: NONE
 DATE: JULY 19, 1988

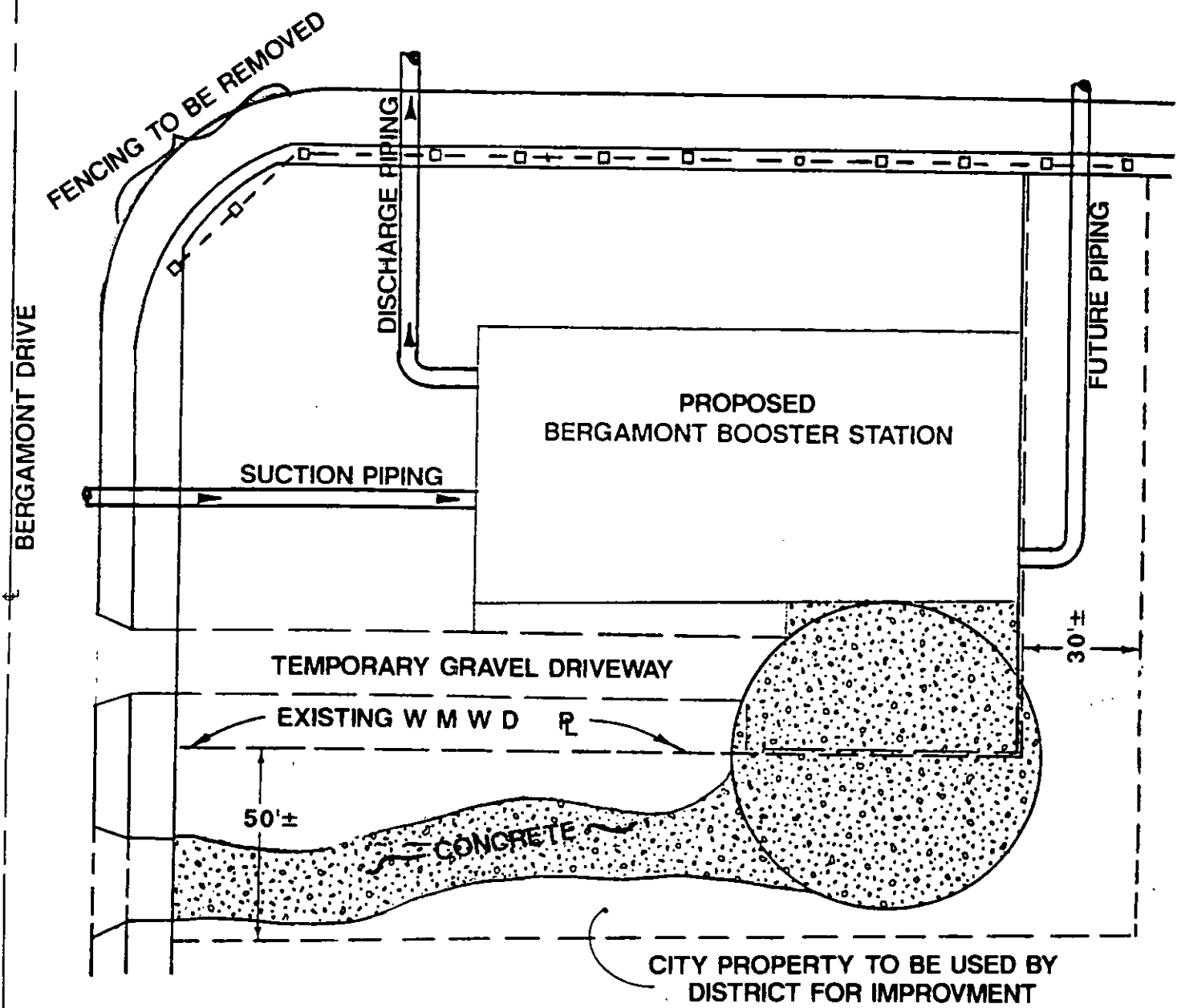
DRAWN: A.S.RIVERA
 DWN. #:

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COLE AVENUE



WESTERN MUNICIPAL WATER DISTRICT
OF RIVERSIDE COUNTY

BERGAMONT BOOSTER STATION

SCALE: None
DATE: July 12, 1988

DRAWN: A.S.Rivera
DWN. #:

EXHIBIT C

1140-9

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