Recorded at the Request of

THE CITY OF RIVERSIDE

When Recorded Mail to
Public Works Department
City of Riverside
City Hall, 3900 Main Street
Riverside, California 92522-0311

Free Recording Gov't Code §6103
DOCUMENTARY TRANSFER TAX $ None
(Exempt--Section 11922, California
Revenue and Taxation Code)

Project: Northrop Drive T.S.E.

Appurtenant to A.P.N. 272-060-010

DOC # 2000-302801
08/04/2000 08:00A Fee:NC
Page 1 of 6
Recorded in Official Records
County of Riverside
Gary L. Orso
Assessor, County Clerk & Recorder

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PERMANENT EASEMENT DEED

Henry J. Mills Filtration Plant
MWD Parcel No. 1610-1-1 (Ptn)
APN No. 272-060-017

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, a public corporation, hereinafter referred to as Grantor, hereby grants to THE CITY OF RIVERSIDE, a municipal corporation of the State of California, hereinafter referred to as Grantee, a permanent easement and right-of-way for the construction, inspection, repair, replacement, relocation, renewal and removal of traffic and related electrical facilities, including traffic signals and street lights, together with all necessary appurtenances, (hereinafter referred to as traffic control facilities) in, under, upon, over and along that certain real property of Grantor located in the City of Riverside, County of Riverside, 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:

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. Grantee's facilities shall conform with all applicable government ordinances.

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.

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4.   Any improvements within the easement area constructed by Grantee shall be so constructed as not to interfere with Grantor's access to adjoining property.

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.   The Grantee, and its contractor, agents and employees, shall have the right to trim or cut tree roots as may endanger or interfere with said traffic control facilities; provided, however, that in making any excavation on Property, the Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

7.   Grantor shall not be required to contribute any part of the costs of traffic control facilities on the Property, and, furthermore, Grantee shall reimburse Grantor for any assessment levies associated with said traffic control facilities. Said reimbursement shall only apply to assessment districts formed by Grantee.

8.   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 reasonable attorney's fees, all liability, claims, and demands of others, 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 operation under this traffic control facilities easement, save and except any such loss of or damage to property or injury to or death of persons, resulting from the negligence, willful acts or willful misconduct of Grantor.

9.   Grantee agrees to pay Grantor in full and promptly upon demand the reasonable costs of 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.

10.   Grantor hereby releases and discharges Grantee from all claims and demands by Grantor's employees and officers, its contractors and their employees and officers for any such loss of or damage to property or injury to or death of persons, resulting from the negligence, willful acts or willful misconduct of Grantor.

11.   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 quitclaim of such rights. After notice to the Grantee's Public Works Director of Grantor's intent to declare this easement abandoned, nonuse for a period of three years shall constitute conclusive evidence of such abandonment.

14596

Dated: _7-18-00_   THE METROPOLITAN WATER DISTRICT
                                    OF SOUTHERN CALIFORNIA

                                    Ronald R. Gastelum
                                    General Manager

                            By _____
                                    Arlene Kokuga-Schroeder
                                    Assistant Manager, Corporate Resources

            Authorized by MWD Administrative Code Section 8230

                                                    APPROVED AS TO FORM

                                            _____ 7·28·00
                                                    DEPUTY CITY ATTORNEY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of _California_ }

County of _Los Angeles_ }

On _July 18, 2000_ before me, _Paul C. Norlen, Notary Public,_
         Date   "Name and Title of Officer (e.g., "Jane Doe,
Notary Public")

personally appeared _Arlene Kokuga — Schroeder_ ,
                                                    Name(s) of Signer(s)

☒ personal 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(x) on
the instrument the person(x), or the entity upon behalf of which the person(x) acted, executed the
instrument.

WITNESS my hand and official seal.

                            Paul C. Norlen
                            _____
                                    Signature of Notary Public

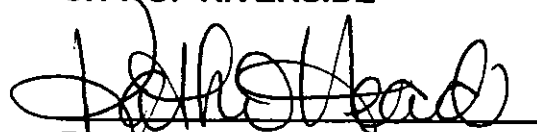s:\propmngt\WA3410_P.Easement1.doc
wstaD563

14596
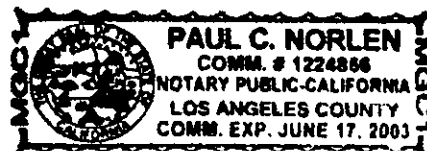
CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

THIS IS TO CERTIFY that the interest in real property conveyed by the within instrument to the City of Riverside, 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. 18233 of said City Council adopted May 11, 1993, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: **8/3/00**

CITY OF RIVERSIDE

Real Property Services Manager
of the City of Riverside

14596

W.O. 1004-009

1610-1-1 (PIN)
Permanent Easement
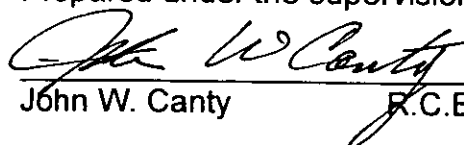MWD To
City of Riverside

EXHIBIT "A"

That portion of Lot 1 in Block 5 of the Alessandro Tract as shown by map on file in Book 6 of Maps at Page 13 thereof, Records of San Bernardino County, California, lying within a strip of land 75.00 feet wide, the centerline being described as follows:

Beginning at the intersection of the centerline of Alessandro Boulevard (also being the Southerly line of Section 8, Township 3 South, Range 4 West, S.B.M.) with the centerline of Northrop Drive as shown on Parcel Map 28496 as shown by map on file in Book 190 of Parcel Maps at Pages 13 and 14 thereof, Records of Riverside County, California;

Thence N.00°10'14"W. along the Northerly prolongation of centerline of said Northrop Drive, a distance of 65.00 feet to the termination of said centerline description.

EXCEPTING THEREFROM that portion lying within said Alessandro Boulevard, being the Southerly 40.00 feet of said Section 8.

CANTY ENGINEERING GROUP, INC.
Prepared under the supervision of:

John W. Canty   R.C.E. 17550   5/1/00
                                             Date
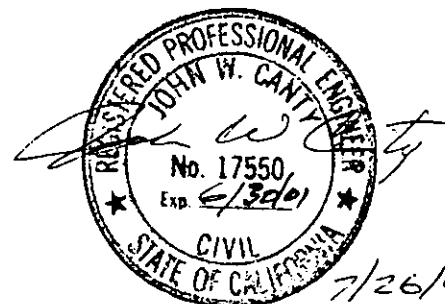
7/26/00

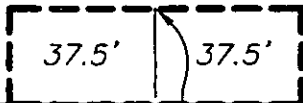DESCRIPTION APPROVAL 7/26/00
K. Strait   by
for SURVEYOR, CITY OF RIVERSIDE

14596

EXHIBIT "B"

LOT 1
BLK. 5
ALESSANDRO TRACT
M.B. 6/13 S.B. Co.

MISSION GROVE PARKWAY NORTH

STREET

N

Mills Filtration Plant
M.W.D. Parcel No. 1610-1-1 (PTN)
Doc. No. 87059 & 99077 O.R.
Rec. 8-29-66

37.5' | 37.5'

To
City of Riverside

N00°10'14"W
65.00'

40'

S'ly line Sec. 8, T.3S., R.4W., S.B.M.

40'

8 | 9
17 | 16

CL ALESSANDRO BOULEVARD

102'

102'

MISSION GROVE PARKWAY SOUTH

PAR. 3
PARCEL MAP 28496
P.M. 190/13-14

33' | 33'

NORTHROP DRIVE

PAR. 2
PARCEL MAP 4899
P.M. 7/8-12

BARTON

2000-302801
08/04/2000 08:00A
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--- CITY OF RIVERSIDE, CALIFORNIA ---

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL (S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT PART OF THE WRITTEN DESCRIPTION THEREIN.	SHEET 1 OF 1	W.O. 1004-009
SCALE : 1" = 50' DRAWN BY : M.C. DATE : 4/25/00 SUBJECT :		72-7

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