

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

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

FREE RECORDING
(Govt. Code §6103)

PERMANENT EASEMENT DEED

15003

BOX SPRINGS FEEDER
MWD Parcel No. 1609-2-4
APN 291-420-17

DOC # 2002-779886
12/27/2002

Conformed Copy

Has not been compared with original

Gary L Orso
County of Riverside
Assessor, County Clerk & Recorder

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 for storm drain purposes over and across 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 and 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 improvements within the easement area constructed by Grantee shall be so constructed as not to interfere with Grantor's access to adjoining property.

Improvements constructed within the easement area shall conform with the applicable public infrastructure standards be incorporated into the city public infrastructure

15003

system, provided that (a) the construction of such improvements 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 or installation of any improvements 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.

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.

8. Grantor shall not be required to contribute any part of the costs of the Grantee's 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 assumes all risk of loss to itself, which in any manner may arise out of the use of the easement. Further, Grantee shall indemnify and defend Grantor and its directors, officers, and employees against any liability and expenses, including the reasonable expense of legal representation whether by special counsel or by Grantor's staff attorneys, resulting from injury to or death of any person, or damage to any property, including property of Grantor, or damage to any other interest of Grantor, including but not limited to suit alleging noncompliance with any statute or regulation which in any manner may arise out of the granting of this easement, or use by Grantee of the easement or any adjoining land used with the easement.

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

/

/

/

/

/

/

Permanent Easement
MWD Parcel No. 1609-2-4

Dated: 12/3/02

THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

Ronald R. Gastelum
Chief Executive Officer

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

Handwritten notes and signatures on the right margin, including "fi", "KC", "HAA", "ER", and "Shimada".

Authorized by MWD Administrative Code Section 8230

STATE OF CALIFORNIA)
)
COUNTY OF Los Angeles)
)

On December 3, 2002 before me, the undersigned, a Notary Public in and
for said State, personally appeared

Roy L. Wolfe

personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the
person(x) 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(y), or the entity upon behalf of which the person(y)
acted, executed the instrument.

WITNESS my hand and official seal.

Signature Paul C. Norlen

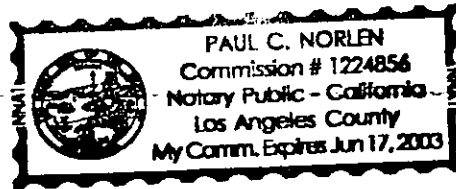


EXHIBIT "A"

1609-2-4 (portion)
Permanent Easement
MWD to City of Riverside

That portion of Lot 6, Tract No. 4510, filed in Book 81 of Maps, Pages 3 and 4 thereof, Records of Riverside County, California, in the City of Riverside, County of Riverside, State of California, being more particularly described as follows:

BEGINNING at the southwest corner of said Lot 6;

Thence N.89°34'20"E. along the southerly line of said Lot 6, a distance of 88.35 feet, to the southeasterly line of that certain parcel of land conveyed to Metropolitan Water District of Southern California by Grant Deed recorded June 23, 1975, as Instrument No. 73753, Official Records of said Riverside County, California;

Thence N.51°01'12"E. along said southeasterly line, a distance of 32.09 feet, to a line parallel with and 30.00 feet northerly, measured at right angles, to said southerly line of Lot 6;

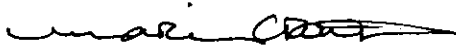
Thence S.89°34'20"W. along said parallel line, a distance of 113.49 feet, to the westerly line of said Lot 6;

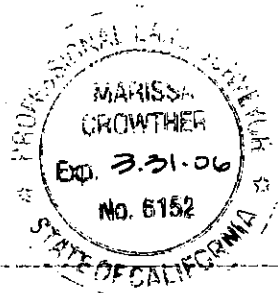
Thence S.00°33'20"E. along said westerly line, a distance of 30.00 feet, to the Point of Beginning.

The above described parcels contains 3,212 square feet, more or less.

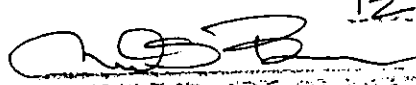
REVIEWED BY
THE METROPOLITAN WATER
DISTRICT OF SOUTHERN CALIFORNIA
RIGHT OF WAY ENGINEERING TEAM
DATE: 12-9-2002 pnc

Prepared under the supervision of:


Marissa Crowther, PLS 6152
KCT Consultants, Inc.
4344 Latham Street, #200
Riverside, CA. 92501
Ph. 909-341-8940



Date: 12-5-02

 12-17-02


KCT

Bearings are based upon Tract No. 4510, MB 81/3-4, and MWD Grant Deed recorded June 23, 1975, Inst. #73753, O.R. Riv. Co., Ca.

EXHIBIT "B"

This exhibit is to be attached to the Legal Description In the City of Riverside, County of Riverside, State of California Sec. 3, T.3S., R.4W., S.B.M.

LEGEND

 Permanent Easement
3,212 sq.ft.



SCALE: 1" = 100'

(City of Riverside Certificate of Compliance Inst. #27372, D.M. 81/3-4 (1975))

Por. Parcel 2 PM No. 6025
P.M. 15/22

Dead Parcel 1609-2-4

M.M.D. Grant Parcel 1609-2-4

Tract No. 4510 M.B. 81/3-4

Parcel 4
PM No. 16957
P.M. 91/25-26

Parcel 3

Parcel 2

SITE

Box Spring Blvd.

Hwy 215

Box Springs Blvd.

Eastridge Avenue

VICINITY MAP
Not to Scale

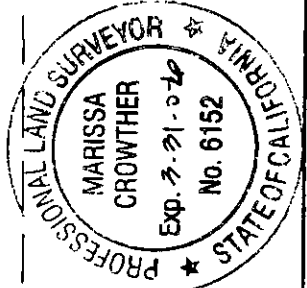
REVIEWED BY
THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA
RIGHT OF WAY ENGINEERING TEAM
DATE: 12-9-2002 *PHS*

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

BOX SPRINGS FEEDER PERMANENT EASEMENT
MWD
to
CITY OF RIVERSIDE

1609-2-4 (portion)

Plat and Description prepared by: *Marissa Crowther* 12-5-02
Date
Marissa Crowther, PLS 6152
KCT Consultants, Inc.
4344 Latham St., #200
Riverside, CA. 92501
Ph. 909-341-8940 (1177-01)



N.00°33'20"W
30.00'

N.89°34'20"E.
113.49'

N.51°01'12"E.
32.09'

88.35'
N.89°34'20"E.

Lot 1

**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. 18233 of said City Council adopted May 11, 1993, and the grantee consents to recordation thereof by its duly authorized officer.

DATED 12/20/02

CITY OF RIVERSIDE



Real Property Services Manager
of the City of Riverside

APPROVED AS TO FORM
CITY ATTORNEYS OFFICE

APPROVED AS TO FORM
CITY ATTORNEYS OFFICE

BY [Signature]
Deputy City Attorney