

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

DOC # 2006-0257658
04/11/2006

Conformed Copy

Has not been compared with original

Larry W Ward
County of Riverside
Assessor, County Clerk & Recorder

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

15686

PERMANENT EASEMENT DEED

Box Springs Feeder
MWD Parcel No. 1609-2-8 (Portion)
APN 291-460-002
RL 2447

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 storm drain, at any time and from time to time, with every appendage necessary or convenient to be installed at any time in connection therewith, to be under, along, and across a strip of land lying within 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 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.

15686

Any improvements constructed within the easement area shall conform with all applicable public infrastructure standards and be incorporated into the city and/or county systems, 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 to the improvements or changes to 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. 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 cost 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 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 use 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, but only if a direct result of Grantee and its use of the easement. 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, but only if a direct result of Grantee and its use of the easement.

10. In the event of abandonment by Grantee of the rights granted herein, the rights 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.

pc
ou

Dated: MARCH 28, 2006

THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

JTC
MJ
DSB

Jeffrey Kightlinger
General Manager

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

Authorized by MWD Administrative Code Section 8230

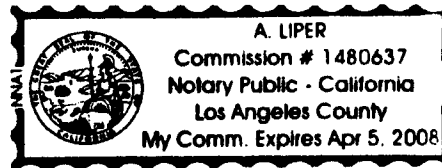
Permanent Easement
MWD Parcel No. 1609-2-8 (portion)

STATE OF CALIFORNIA)
)ss
COUNTY OF LOS ANGELES)

On MARCH 28, 2006 before me, A. LIPER, 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 whose name is/are subscribed to the within instrument and acknowledged to me that
he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity , and that by his/~~her/their~~
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 A. Liper

**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 4-11-06

CITY OF RIVERSIDE

**APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE**

By Amelia M. Valeri

BY Mark Parsons
Deputy City Attorney

EXHIBIT A

R. L. 2447
1609-2-8 (Portion)
Permanent Easement
MWD to
City of Riverside

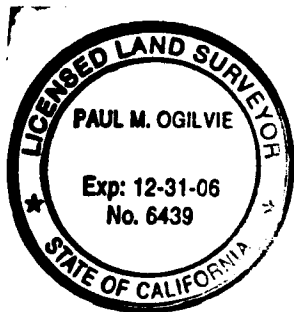
That portion of that certain 80 foot wide strip of land lying within Lot 22, Tract No. 12, in the City of Riverside, County of Riverside, State of California, as shown on map filed in Book 10, page 7 of Maps in the Office of the County Recorder of said County conveyed to The Metropolitan Water District of Southern California (MWD) as Parcel A, by Grant Deed recorded June 23, 1975 as Instrument No. 73757 of Official Records of said County as shown on Record of Survey filed January 19, 1977 in Book 62, pages 53 through 56, inclusive, of Record of Surveys in the Office of the County Recorder of said County, described as follows:

Commencing at the southeasterly corner of said land conveyed to MWD; thence northeasterly along the southeasterly line of said land conveyed to MWD N 51° 35' 35" E 56.26 feet to the POINT OF BEGINNING, said point being on a non-tangent curve concave northeasterly having a radius of 55.00 feet, a radial line to said point bears S 30° 59' 36" W; thence leaving said southeasterly line, northwesterly along said curve 19.77 feet; thence N 38° 24' 29" W 33.38 feet to the beginning of a curve concave southwesterly having a radius of 35.00 feet; thence northwesterly along said curve 31.26 feet to the northwesterly line of said land conveyed to MWD; thence northeasterly along said northwesterly line N 51° 35' 31" E 25.82 feet to the beginning of a non-tangent curve concave southwesterly having a radius of 55.00 feet, a radial line to said point bears N 21° 52' 14" E; thence leaving said northwesterly line, southeasterly along said curve 28.53 feet; thence S 38° 24' 29" E 33.38 feet to the beginning of a curve concave northeasterly having a radius of 35.00 feet; thence southeasterly along said curve 20.50 feet to the southeasterly line of said land conveyed to MWD; thence southwesterly along said southeasterly line S 51° 35' 31" W 22.32 feet to the POINT OF BEGINNING.

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.I.S. 6439

Date: 12-15-2005

J:/ projects/RL/RL2447doc.

December 12, 2005

DESCRIPTION APPROVAL:

BY: *Mark S. Brown* 04.04.06
DATE

FOR: MARK S. BROWN
CITY SURVEYOR

EXHIBIT B

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

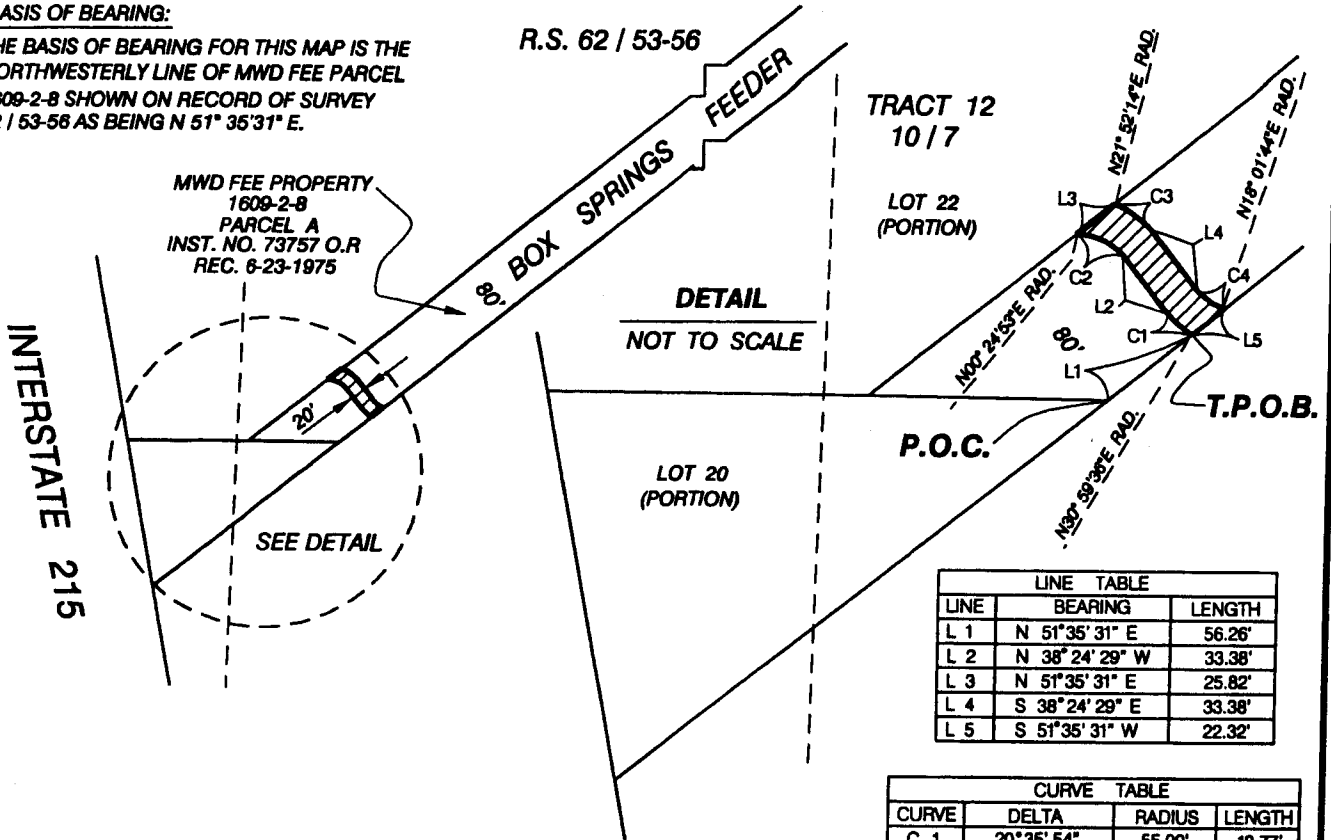
CITY OF RIVERSIDE

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 1609-2-8 SHOWN ON RECORD OF SURVEY 62 / 53-56 AS BEING N 51° 35' 31" E.



LINE TABLE		
LINE	BEARING	LENGTH
L 1	N 51°35' 31" E	56.26'
L 2	N 38°24' 29" W	33.38'
L 3	N 51°35' 31" E	25.82'
L 4	S 38°24' 29" E	33.38'
L 5	S 51°35' 31" W	22.32'

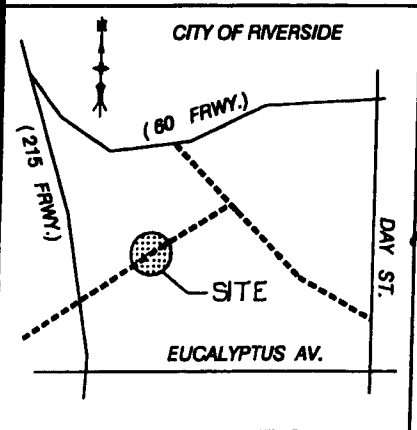
CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C 1	20°35' 54"	55.00'	19.77'
C 2	51°10' 38"	35.00'	31.26'
C 3	29°43' 17"	55.00'	28.53'
C 4	33°33' 47"	35.00'	20.50'

LEGEND:



R.L. 2447
PERMANENT EASEMENT
0.038 ACS.

SUBJECT TO ANY AND ALL EXISTING USES, LICENSES, PERMITS, EASEMENTS, RIGHTS OF WAY, COVENANTS, CONDITIONS AND RESTRICTIONS.



PREPARED UNDER MY SUPERVISION

Paul M. Ogilvie
PAUL M. OGILVIE PLS 6439

12-15-2005
DATE

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

BOX SPRINGS FEEDER

R.L. 2447

PERMANENT EASEMENT

M.W.D.

TO

CITY OF RIVERSIDE
1609-2-8 (PORTION)

59-7