

Recorded at the Request of and Mail to:

THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA
Post Office Box 54153
Los Angeles, CA 90054
Attention: Right of Way and Title Engineering

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

RECORDING FEES \$ None
(Exempt—Section 27383 of the Government Code)

12-19-07
2007-0753551

D 16129

PERMANENT EASEMENT DEED

R.L. 2806

Box Springs Feeder

MWD Parcel No. 1610-3-29 (Portion)

APN No. 243-230-028 (Portion)

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 road 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.

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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.

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 therefore 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.

PCN

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.

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MB

11. The terms of this easement supersede and replace all prior reservations of rights arising out of the grant deed, recorded September 5, 1975 (Book 1975, Page 108617), regarding the Property.


MS
WF
JUL

Dated: 11/6/07

THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

cop.

Jeffrey Kightlinger
General Manager

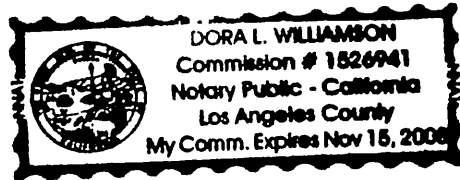
By 
Jill T. Wicke, Manager
Property Development and
Management Group

Grantor

STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

On November 6, 2007, before me, Dora L. Williamson, a NOTARY PUBLIC, personally appeared Bill T. Wicke, 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

(Notary Seal)

**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 12/10/07

CITY OF RIVERSIDE

By: Amelia M. Valentin

~~APPROVED AS TO FORM~~
[Signature]
~~City of Riverside~~

16129

A strip of land, 66.00 feet wide, in the west half of the southwest quarter of the northeast quarter of Section 13, Township 3 South, Range 5 West, San Bernardino Meridian, in the City of Riverside, County of Riverside, State of California, lying within that certain parcel of land conveyed to The Metropolitan Water District of Southern California, by Grant Deed, recorded September 5, 1975, in Book 1975, Page 108617, as Document No. 108617, of Official Records of said County, lying 33.00 feet on each side of the following described centerline:

COMMENCING at the northerly terminus of the southeasterly line of said Grant Deed shown as having a bearing and distance of "S 40°19'09" W, 512.79 feet" and marked by a "1½ inch iron pipe tagged MWD LS 6599 flush with surface" on Record of Survey filed in Book 109, Pages 18 and 19, of Record of Surveys in the Office of the County Recorder of said County; thence along said southeasterly line S 40°19'09" W 49.89 feet to the POINT OF BEGINNING of said described centerline; thence at a right angle N 49°40'51" W 60.00 to a point on the northwesterly line of said Grant Deed and the POINT OF TERMINATION of said described centerline.

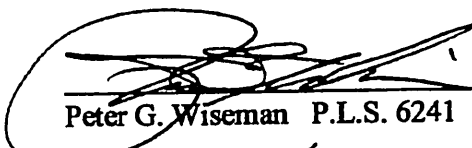
The sidelines of said 66.00 foot wide strip of land shall be lengthened or shortened so as to terminate southeasterly and northwesterly on the southeasterly and northwesterly lines of said Grant Deed, respectively.

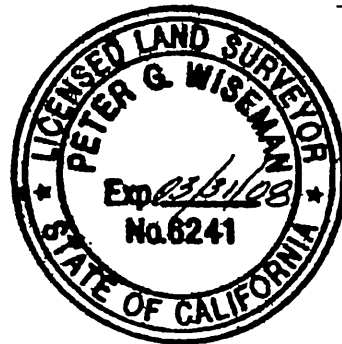
All as shown on Exhibit "B" attached hereto and made a part hereof.

Subject to any and all existing uses, licenses, permits, easements, rights of way, covenants, conditions and restrictions.

END OF DESCRIPTION

PREPARED UNDER MY SUPERVISION

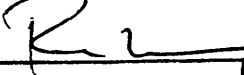

Peter G. Wiseman P.L.S. 6241
08/28/2007
Date



PGW\j:\projects\Box_springs_Feeder\row\legal\1610-3-29_rl2806pec.doc

August 28, 2007

DESCRIPTION APPROVAL:

BY:  Nov 26, 2007
DATE
FOR: MARK S. BROWN
CITY SURVEYOR

16129

EXHIBIT B

SECTION 13, T.3 S., R.5 W., S.B.M.

CITY OF RIVERSIDE

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

THIS EXHIBIT IS TO BE ATTACHED TO THE LEGAL DESCRIPTION



NO SCALE

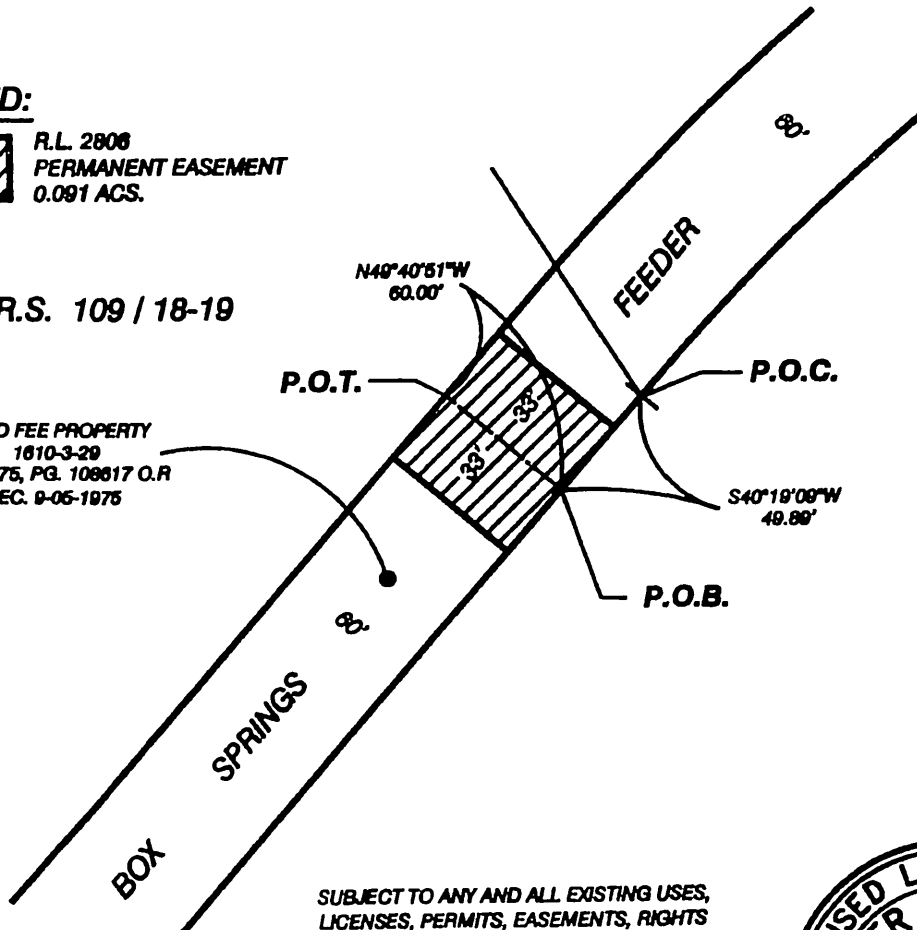
LEGEND:



R.L. 2806
PERMANENT EASEMENT
0.091 ACS.

R.S. 109 / 18-19

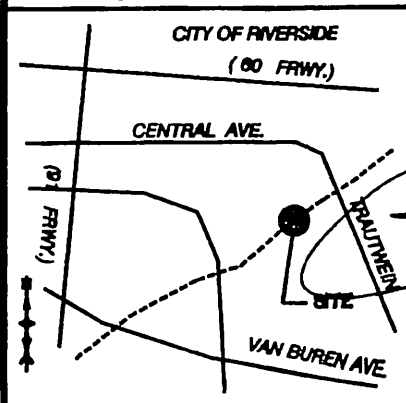
MWD FEE PROPERTY
1610-3-29
BK. 1975, PG. 108617 O.R.
REC. 9-06-1975



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



VICINITY MAP



**PREPARED UNDER
MY SUPERVISION**

Peter G. Wiseman P.L.S. 6241

DATE 08/28/2007

THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

BOX SPRINGS FEEDER

R.L. 2806

PERMANENT EASEMENT

M.W.D.

TO

CITY OF RIVERSIDE
1610-3-29 (PORTION)

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16129