

6341

THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

and

CITY OF RIVERSIDE

AGREEMENT

Sale of a 0.61 acre
portion of District
Parcels 1400-26-3 & 7
for Riverside Municipal
Airport "CLEAR ZONE".

Microfilm recording law is in effect. Documents
may be examined, copied, printed, etc.
at the office of the Recorder.

RECEIVED FOR RECORD

OCT 13 1967

45 Min. Post 4 o'clock P M
At Request of

CITY OF RIVERSIDE
Recorded in Official Records
of Riverside County, California

W. H. Doughty

Recorder
FEE \$ *1.00*

None

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4-9 HB

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AGREEMENT

THIS AGREEMENT, made the 2nd, day of October, 1967, between THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, a public corporation of the State of California, hereinafter referred to as "District", and the CITY OF RIVERSIDE, a municipal corporation, hereinafter referred to as "CITY",

WITNESSETH: THAT

WHEREAS, District is the owner of that certain real property situated in the City of Riverside, California, as hereinafter described; and

WHEREAS, the Federal Aviation Administration has, in the public interest and necessity, required City to provide adequate Clear Zone for the Municipal Airport operation; and

WHEREAS, District operates an aqueduct and appurtenant facilities for the transmission of Colorado River water to the constituent cities and municipalities of District; and

WHEREAS, as a part of said aqueduct facilities District operates its Upper Feeder distribution pipeline extending under and across said hereinafter described real property proposed to be acquired by City, together with a telephone pole line in connection with the operation of said aqueduct and appurtenant facilities; and

WHEREAS, the public interest and necessity require that adequate provisions be made for protection of District's said pipeline and telephone pole line and for safeguarding the interests of District which may be affected by the maintenance and operation of said airport and facilities appurtenant thereto;

NOW THEREFORE, for and in consideration of the sum of One Thousand One Hundred Dollars (\$1,100.00) paid by City to District, and the mutual covenants herein contained, the parties hereto agree as follows:

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1. District hereby grants to City, upon and subject to the terms, covenants, and conditions hereinafter set forth and for as long as the real property hereinafter described and conveyed shall be used by City only for airport purposes and purposes incidental thereto, all that certain real property situate in the City of Riverside, State of California, particularly described as follows:

That portion of Lot 3, Block 35, Fremont Street (vacated) and Lot 1, Block 34 of Riverview Addition Tract No. 5, as shown by map on file in Book 7, page 7 of Maps, Records of Riverside County, California, being more particularly described as follows:

Beginning at the Northeasterly corner of that certain parcel of land conveyed to the City of Riverside by Deed recorded April 8, 1965 as Instrument No. 40298 of Official Records, Records of Riverside County, California, said Northeasterly corner also being a point in the Southwesterly line of that certain parcel of land conveyed to the Metropolitan Water District, by Deed recorded September 26, 1935 as Instrument No. 5804, of Official Records, Records of Riverside County, California;

Thence South 16° 34' 40" East along the Southwesterly line of said parcel of land conveyed to the Metropolitan Water District, 24.64 feet to the Northwesterly corner of that parcel conveyed to the City of Riverside, by Deed recorded in Book 1894, pages 102 through 117, inclusive, of Official Records of Riverside County, California;

Thence South 89° 41' 56" East along the Northerly line of last said parcel of land conveyed to the City of Riverside 156.75 feet to a point in the Northeasterly line of said parcel conveyed to the Metropolitan Water District;

Thence North 16° 34' 40" West, along the Northeasterly line of said Metropolitan Water District parcel, 156.26 feet;

Thence North 76° 17' 35" West, 173.71 feet to a point in the Southwesterly line of said Metropolitan Water District parcel;

Thence South 16° 34' 40" East, along the Southwesterly line of said parcel conveyed to the Metropolitan Water District, 173.71 feet to the point of beginning.

2.

DESCRIPTION APPROVED

D.M.
6-23-77

C. M.

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Containing an area of 0.611 acres (26,595 square feet).

EXCEPTING AND RESERVING unto District, its successors and assigns, a permanent easement and right of way, including the right at any time to remove any improvements, trees, shrubs, and other growth thereon, without payment of damages to City, its successors or assigns, and at any time and from time to time to locate, relocate, construct, reconstruct, maintain, operate, renew, enlarge, remove, and replace a line or lines of pipe, together with manholes and all appurtenant structures and equipment necessary or convenient to be installed and used by District for the transportation and distribution of water, and together with a telephone pole line with all appurtenant structures and equipment necessary or convenient to be installed and used by District for wire line communication purposes, with the right of ingress to and egress from the same, in, under, over, and across that portion of the land hereinabove granted to City included within a strip of land 50 feet wide lying 25 feet, measured at right angles, on each side of the following described line and its southerly prolongation:

Beginning at a point in the center line of vacated Kincaid Avenue, 60 feet wide, distant thereon 2365.89 feet Easterly from the intersection thereof with the Westerly line of Marion Street, also known as Marian Street, said street being 30 feet wide; thence South 17° 33' 09" East, 856.26 feet to a point in the center line of vacated Fremont Street, 50 feet wide, distant thereon 816.75 feet Southerly from the intersection thereof with the center line of said Kincaid Avenue.

The side lines of said 50-foot wide strip of land shall be prolonged or shortened to terminate in the northerly and southerly lines, respectively, of the land hereinabove granted to City.

SUBJECT to any and all rights of way and encumbrances of record.

DESCRIPTION APPROVAL

W. Ernest Linker, T. 121167 - R.O.
Surveyor

2. District reserves the right to require, at the expense of City, such structural protection of District's Upper Feeder pipeline as may be determined at any time by District's General Manager to be necessary or advisable, taking into consideration the nature of the traffic permitted to, or found to be, using the airport area. In the event such structural

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protection shall be provided by means of construction performed by District, all costs thereof shall be paid or reimbursed to District by City.

3. It is hereby understood and agreed that the depth of cover over District's Upper Feeder pipeline shall not be reduced to less than 5.5 feet at any point within said airport. All grading and earth compaction operations within District's reserved easement as hereinabove described shall be so performed as to avoid injury, or the hazard of injury, to District's pipeline or telephone pole line, as determined by District's General Manager. Such operation and construction shall be subject to District's inspection, in so far as District's pipeline or telephone pole line is affected thereby.

4. District shall have the right to enter its reserved easement, as hereinabove described, at any time such entry may be found necessary by District's General Manager for the purpose of maintaining, repairing, replacing or enlarging District's pipeline, telephone pole line, or appurtenant facilities, and for such purposes District shall have the right to require suspension of airport traffic during such periods of time as may be required for such purposes.

5. No structures other than pavements and underground sewers and utilities, shall be constructed or installed by City, its successors or assigns, within the area of District's reserved easement as hereinabove described. District shall not add to or alter its said pipeline, telephone pole line, or appurtenant facilities in such manner as to cause permanent interference in said airport area.

6. City shall observe all precautions, and shall provide and maintain all safeguards, necessary to avoid endangering or damaging District's said pipeline, telephone pole line, or appurtenant facilities. City expressly assumes any and all risk incidental to the performing of work by or at the instance of City, in the vicinity of District's said pipe line or telephone pole line, and expressly assumes full responsibility for operation of said airport area in a manner which will avoid endangering said pipeline, telephone pole line, or appurtenant facilities.

7. In the event the Federal Aviation Administration may require the relocation of District's telephone line to meet clear zone requirements for the operation of City's airport, City shall provide the required right of way and stand the full expense of such relocation.

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8. INDEMNITY CLAUSE: Grantee assumes all risks of loss to itself which in any manner may arise out of the rights granted herein. Further, Grantee shall indemnify Grantor and its officers and employees against any liability and expense, including the expense of legal representation, whether by special counsel or by Grantor's staff attorneys, to third parties, which in any manner may arise out of the granting of such rights.

IN WITNESS WHEREOF, the parties hereto, by their officers thereunto duly authorized, have executed this contract the day and year first above written.

THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

By Henry F. Mills
General Manager

CITY OF RIVERSIDE

By [Signature]
Mayor

ATTEST:

[Signature]
Executive Secretary

ATTEST:

[Signature]
City Clerk

APPROVED:

[Signature]
City Attorney

CONSENT TO RECORDATION

THIS IS TO CERTIFY that the interest in real property conveyed by the Deed or Grant dated 12-3-58
From: [Signature]
For: [Signature]

to the City of Riverside, a municipal corporation, is here; by accepted for and on behalf of said City pursuant to Resolution of the City Council thereof recorded on 12-3-58 in Bk. 2374 O.R. pg. 339 Et Seq. Riverside County Records, and the Grantee hereby consents to recordation of this instrument through the undersigned,

Dated 12-3-58 [Signature]
Property Management Officer

Return Deed to: Office of City Clerk
Riverside, California

Approved as to form

JOHN H. LAUTEN
GENERAL COUNSEL

BY [Signature]
J. ROGER GELSINGER
DEPUTY GENERAL COUNSEL

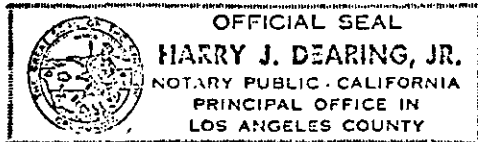
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STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

On this 20 day of October,
in the year 1977, before me, Harry J. Dearing, Jr.,
personally appeared HENRY J. MILLS, known to me to be the
General Manager and NORTON L. NORRIS, known to me to be the
Executive Secretary of THE METROPOLITAN WATER DISTRICT OF
SOUTHERN CALIFORNIA, a public corporation, and known to me to
be the persons who executed the within instrument on behalf of
said public corporation and acknowledged to me that such public
corporation executed the same.

WITNESS my hand and official seal.

(Seal)



Signature

Harry J. Dearing, Jr.

HARRY J. DEARING, JR.
My Commission Expires July 19, 1970
Notary Public in and for
said State

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CITY OF RIVERSIDE

COUNCILMEN

Minutes of Regular Meeting of the City Council
Date of Meeting: August 22, 1967
Time of Meeting: 9:00 A.M.
Place of Meeting: Council Chamber, City Hall

HOLCOMB 1
SOTELO 2
YOUNGLOVE 3
BELDING 4
RECK 5
DETZ 6
7

WARDS

Roll Call:

Present X A X X X X X

In consideration of the recommendation from the Property Management Officer, approval was given the Agreement by and between the Metropolitan Water District of Southern California and the City of Riverside, which provides for acceptance of a deed and certain agreements for MWD property needed in connection with the Riverside Municipal Airport northside widening; and execution of the said Agreement was authorized and directed.

Motion X
Second X
All Ayes

Certified to be a full, true and correct excerpt from the Minute of the City Council appearing on Page 53-47, on file in my office.

Virginia J. Strickland
City Clerk of the City of Riverside

Dated this 11th day of September, 1967.

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