

1 THIS AGREEMENT, made this 6th day of March, 1956, by and
2 between THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, a
3 public corporation of the State of California (hereinafter called
4 "District"), and the CITY OF RIVERSIDE (hereinafter called "City"),

5 WITNESSETH: THAT

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

8 WHEREAS, the public interest and necessity require the
9 acquisition by City of said hereinafter described real property for
10 the purpose of constructing, reconstructing, maintaining and operating
an airport and all facilities and appurtenances necessary or incidental
thereto; and

11 WHEREAS, District has constructed and now owns and operates
12 an aqueduct and appurtenant facilities by means of which Colorado
River water is being diverted and transported from Lake Havasu above
13 Parker Dam for delivery to, and beneficial use within, the constituent
cities and municipalities of District; and

14 WHEREAS, as a part of said aqueduct facilities District has
15 constructed and now owns and operates its upper feeder pipe line
16 extending under and across said hereinafter described real property
proposed to be acquired by City, the portion of said pipe line within
17 said real property consisting of welded steel pipe 10.5 feet in
diameter operating under a maximum water pressure of 185 pounds per
square inch; and

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

21 NOW, THEREFORE, for and in consideration of the sum of
22 Three Thousand Dollars (\$3,000.00) paid by City to District, receipt
of which is hereby acknowledged, and the mutual covenants herein
23 contained, the parties hereto agree as follows:

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

27 That portion of the north half, and of the north
28 half of the south half, of Lot 2 in Block 34 of Tract
No. 5 of the Riverview Addition to the City of
29 Riverside, County of Riverside, State of California,
as shown on map recorded in Book 7, page 7, of Maps,
30 in the office of the Recorder of said County,
included within a strip of land 150 feet wide described
in deeds to The Metropolitan Water District of
31 Southern California recorded in Book 254, page 481,
and in Book 259, page 58, both of Official Records,
32 in the office of said Recorder, said strip of land
150 feet wide lying 75 feet, measured at right angles,
on each side of the following described survey line:

4/9/10
[Signature]

1 Beginning at a point in the center line of Fremont
 2 Street, 50 feet wide, distant northerly thereon
 3 1341.81 feet from the intersection thereof with the
 4 westerly prolongation of the southerly line of said
 5 Lot 2 in Block 34; thence S 17° 33' 09" E 200.30
 6 feet to an angle point in said survey line; thence
 7 S 10° 32' 14" E 1174.68 feet to a point in said
 8 southerly line of Lot 2 distant easterly thereon
 9 and along said westerly prolongation thereof 287.97
 10 feet from the intersection of said prolongation with
 11 said center line of Fremont Street.

12 The side lines of the above-described 150-foot wide
 13 strip of land shall be prolonged or shortened so as
 14 to terminate northerly in the northerly and westerly
 15 lines of said Lot 2 and to terminate southerly in
 16 the southerly line of the north half of the south half
 17 of said Lot 2.

18 The above-described 150-foot wide strip of land contains
 19 3.15 acres, more or less.

20 X EXCEPTING AND RESERVING unto District, its successors and
 21 assigns, a permanent easement and right of way, including the right
 22 at any time to remove any improvements, trees, shrubs, and other
 23 growth thereon, without payment of damages to City, its successors
 24 or assigns, and at any time and from time to time to locate, re-
 25 locate, construct, reconstruct, maintain, operate, renew, enlarge,
 26 remove, and replace a line or lines of pipe, together with manholes
 27 and all appurtenant structures and equipment necessary or convenient
 28 to be installed and used by District for the transportation and
 29 distribution of water, with the right of ingress to and egress from
 30 the same, in, under, upon, over, and across a parcel of land des-
 31 cribed as follows:

32 A strip of land 50 feet wide lying 25 feet, measured
 at right angles, on each side of the center line of
 the strip of land 150 feet wide granted to City hereunder and
 hereinbefore described.

SUBJECT TO any and all taxes and assessments for the
 fiscal year 1955-56 remaining unpaid;

ALSO SUBJECT TO any and all existing uses, licenses,
 permits, encroachments, easements and rights of way, and to any and
 all covenants, conditions, restrictions, and other encumbrances of
 record.

2. City hereby grants to 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, re-
 locate, 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 dis-
 tribution of water, with the right of ingress to and egress from the
 same, in, under, upon, over, and across a parcel of land described
 as follows:

That portion of Fremont Street, 50 feet wide, as
 said Fremont Street is shown on map of Tract No. 5
 of the Riverview Addition to the City of Riverside,
 County of Riverside, as shown on map recorded in
 Book 7, page 7, of Maps, in the office of the
 Recorder of said County, included within a strip of
 land 50 feet wide lying 25 feet, measured at right

1 angles, on each side of the following described
2 survey line:

3 Beginning at a point in the center line of Fremont
4 Street, 50 feet wide, distant northerly thereon
5 1341.81 feet from the intersection thereof with the
6 westerly prolongation of the southerly line of said
7 Lot 2 in Block 34; thence S 17° 33' 09" E 200.30
8 feet to an angle point in said survey line; thence
9 S 10° 32' 14" E 1174.68 feet to a point in said
10 southerly line of Lot 2 distant easterly thereon and
11 along said westerly prolongation thereof 287.97 feet
12 from the intersection of said prolongation with said
13 center line of Fremont Street.

14 The above-described portion of Fremont Street contains
15 0.09 acre, more or less.

16 3. City hereby grants to District, its successors and
17 assigns, a permanent easement and right of way to locate, relocate,
18 construct, reconstruct, maintain, operate, renew, enlarge, remove,
19 and replace a telephone pole line, together with all appurtenant
20 structures and equipment necessary or convenient to be installed
21 and used by District for wire line communication purposes, with the
22 right of ingress to and egress from the same, in, under, upon, over,
23 and across a parcel of land described as follows:

24 A strip of land in the west half of the northwest quarter
25 of the southwest quarter of Section 32, Township 2 South, Range 5
26 West, S.B.B. & M., and in Lot 2, Block 34, of Tract No. 5 of the
27 Riverview Addition to the City of Riverside, County of Riverside, as
28 shown on map recorded in Book 7, page 7, of Maps, in the office of
29 of the Recorder of said County; said strip of land being more part-
30 icularly described as follows:

31 Beginning at the northeast corner of said Lot 2,
32 said corner being in the west line of said Section
33 32, distant thereon S 1° 11' 20" W 321.27 feet, more
34 or less, from the west quarter corner of said Section
35 32; thence S 66° 30' 58" E 721.17 feet to a point in the
36 east line of the west half of the northwest quarter of
37 the southwest quarter of said Section 32, said point
38 being distant N 1° 06' 16" E along said east line 721.63
39 feet from the southeast corner of said west half of the
40 northwest quarter of the southwest quarter of Section 32;
41 thence S 1° 06' 16" W along said east line 721.63 feet
42 to said southeast corner; thence N 89° 10' 35" W along
43 the south line of said west half of the northwest quarter
44 of the southwest quarter of Section 32 a distance of
45 664.59 feet to the easterly line of said Lot 2;
46 thence N 1° 11' 20" E along said easterly line 1.64
47 feet to the southeast corner of the north half of the
48 south half of said Lot 2; thence N 89° 40' 35" W along
49 the southerly line of said north half of the south
50 half of Lot 2 a distance of 407.90 feet to a line parallel
51 to and 25 feet easterly, measured at right angles, from
52 the center line of the right of way, 150 feet wide, of
53 The Metropolitan Water District of Southern California,
54 as described in deed recorded in Book 259, page 58, of
55 Official Records, in the office of said Recorder;
56 thence N 10° 32' 14" W along said parallel line to a line
57 parallel to and 30 feet northerly, measured at right
58 angles, from said last mentioned southerly line;

1 thence S 89° 40' 35" E along said last mentioned
 2 parallel line 414.11 feet to said easterly line of Lot 2;
 3 thence S 89° 10' 35" E along a line parallel to and
 4 31.64 feet northerly, measured at right angles, from
 5 said south line of the west half of the northwest
 6 quarter of the southwest quarter of Section 32 a
 7 distance of 564.55 feet to a point, said point being
 8 distant from said southeast corner of the west half of
 9 the northwest quarter of the southwest quarter of
 10 Section 32 the following 2 consecutive courses, namely,
 11 N 89° 10' 35" W 100.00 feet and N 1° 06' 16" E 31.64
 12 feet; thence N 11° 26' 34" E 390.04 feet to a point,
 13 said point being distant from said southeast corner of the
 14 west half of the northwest quarter of the southwest
 15 quarter of Section 32 the following 2 consecutive courses,
 16 namely, N 1° 06' 16" E 415.00 feet and N 89° 10' 35" W
 17 30.00 feet; thence N 1° 06' 16" E along a line parallel
 18 to an 30.00 feet westerly, measured at right angles,
 19 from said east line of the west half of the northwest
 20 quarter of the southwest quarter of Section 32 a dis-
 21 tance of 200.00 feet; thence N 38° 29' 31" W 170.63 feet
 22 to a point in a line parallel to and 30.00 feet south-
 23 westerly, measured at right angles, from said above-
 24 described course having a bearing and distance of
 25 S 66° 30' 58" E 721.17 feet, said last mentioned point
 26 being distant S 66° 30' 58" E along said last mentioned
 27 parallel line 571.17 feet from the west line of said
 28 Section 32; thence N 66° 30' 58" W along said
 29 last mentioned parallel line 571.17 feet to a point in
 30 said west line of Section 32, said west line being also
 31 the easterly line of said Lot 2, said last mentioned
 32 point being distant S 1° 11' 20" W along said last
 mentioned line 32.42 feet from said northeast corner
 of Lot 2; thence N 89° 40' 35" W along a line parallel
 to and 32.42 feet southerly, measured at right angles,
 from the northerly line of said Lot 2, a distance of
 613.15 feet to a line parallel to and 25 feet easterly,
 measured at right angles, from the center line of the
 right of way, 150 feet wide, of The Metropolitan Water
 District of Southern California as described in deed
 recorded in Book 254, page 481, of Official Records,
 in the office of said Recorder; thence N 17° 33' 09"
 W along said last mentioned parallel line to said
 northerly line of Lot 2; thence S 89° 40' 35" E along
 said northerly line of Lot 2 a distance of 624.09 feet
 to said point of beginning.

Containing 2.60 acres, more or less.

4. It is agreed that District will relocate and recon-
 struct its telephone pole line and related telephone communication
 facilities affected by the airport construction, and will utilize
 therefor the easement granted by City to District as described
 hereinabove in Article 3. All costs of procuring equipment and
 materials for and relocating and reconstructing said telephone pole
 line and related facilities shall be borne by City and shall be
 paid or reimbursed to District by City as herein provided. Said
 costs shall include the costs of all equipment and materials so
 provided or utilized by District therefor, the costs of all
 applicable labor and taxes, and all other direct costs, all said
 costs to be determined in accordance with the methods of cost
 accounting customarily employed by District, plus the cost of
 general administrative services and overhead expense of District
 herein stated and agreed to be an amount equal to fifteen per
 centum of the aggregate of said direct costs. All costs so to be
 borne by City shall be audited and certified in accordance with the
 customary practice of District.

1 5. District reserves the right to require, at the expense
2 of City, such structural protection of District's said upper feeder
3 pipe line as may be determined at any time by District's General
4 Manager and Chief Engineer to be necessary or advisable, taking
5 into consideration the nature of the aircraft traffic permitted to,
6 or found to be, using said airport, and taking into consideration
7 the design and methods of construction of the runways, taxiways,
8 and other facilities of said airport. In the event such structural
9 protection shall be provided by means of construction performed by
10 District, all costs thereof shall be paid or reimbursed to District
11 by City in the manner and on the basis stipulated in Article 4
12 hereof for payment or reimbursement of the costs of relocating and
13 reconstructing District's telephone pole line and related facilities.

8 6. It is understood and agreed that said airport has
9 been classified as a "Feeder Airport," and that no aircraft having
10 a single static wheel load in excess of 15,000 pounds, or a dual
11 static wheel load in excess of 20,000 pounds, will be permitted to
12 use said airport. In the event that subsequent to the establishment
13 of said airport, the classification of said airport shall be changed
14 to one permitting use of aircraft of such heavier type shall be
15 permitted to use said airport for any reason, District shall have
16 the right to require, at the expense of City, such structural pro-
17 tection, or amplification of structural protection, of District's
18 said upper feeder pipe line as may be determined by District's
19 General Manager and Chief Engineer to be necessary or desirable.
20 Any reimbursement to District by City on account of expenses incurred
21 by District in providing such structural protection, or amplification
22 of structural protection, shall be made in the manner and on the
23 basis stipulated hereinbefore in Article 5.

17 7. It is hereby understood and agreed that the depth of
18 cover over District's said upper feeder pipe line shall not be
19 reduced to less than 5.5 feet at any point within said airport. All
20 grading and earth compaction operations and the construction of
21 runways, taxiways, and other features of said airport within
22 District's reserved easement as hereinbefore described shall be so
23 performed as to avoid injury, or the hazard of injury, to District's
24 said pipe line, as determined by District's General Manager and
25 Chief Engineer. Such operation and construction shall be subject
26 to District inspection, in so far as District 's said pipe line is
27 affected thereby.

23 8. District shall have the right to enter its said
24 reserved easement, as hereinbefore described, at any time such entry
25 may be found necessary by District's General Manager and Chief
26 Engineer for the purpose of maintaining, repairing, replacing or
27 enlarging District's said pipe line and appurtenant facilities, and
28 for such purposes District shall have the right to require suspension
29 of airport traffic during such periods of time as may be required
30 for such purposes.

27 9. No structures other than pavements and drains for run-
28 ways and taxiways, and underground sewers and utilities, shall be
29 constructed or installed by City, its successors or assigns, within
30 the area of District's said reserved easement as hereinbefore
31 described. District shall not add to or alter its said pipe line
32 or appurtenant facilities in such manner as to cause permanent
interference with the runways or taxiways in said airport.

31 10. City shall take and observe all precautions, and
32 shall provide and maintain all safeguards, necessary to avoid
endangering or damaging District's said pipe 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, and expressly assumes full
responsibility for operation of said airport in a manner which will

1 avoid endangering said pipe line or appurtenant facilities.

2 11. City shall release, indemnify and save harmless
3 the District, its officers, employees and agents from any and all
4 loss, liability, damages, claims and demands whatsoever, directly
5 or indirectly or in any manner arising out of the use by City
6 of the lands hereby conveyed.

7
8 IN WITNESS WHEREOF, the parties hereto, by their officers
9 thereunto duly authorized, have executed this contract the day and
10 year first above written.

11 THE METROPOLITAN WATER DISTRICT
12 OF SOUTHERN CALIFORNIA

13 By Robert B. Diemer
14 General Manager and Chief Engineer

15 ATTEST:
16 /s/ A. L. Gram
17 Executive Secretary

18 APPROVED AS TO FORM AND EXECUTION:
19 /a/ James H. Howard
20 Geberal Counsel

21 CITY OF RIVERSIDE

22 By /s/ Oren L. King
23 City Manager