

INSTRUMENT NO: 235 18

DATE RECORDED: 1/33/98

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, California 90054
Attention R/E Services Escrow

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

PERMANENT EASEMENT DEED

BOX SPRINGS FEEDER
MWD Parcel No. 1609-2-1 (PTN.)
APN 293-29-60
291-420 017

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, a public corporation, hereinafter referred to as Grantor, hereby grants to CITY OF RIVERSIDE, a municipal corporation, hereinafter referred to as Grantee, a permanent easement to construct, use, maintain, alter, add to, enlarge, repair, replace, inspect, and/or remove, at any time and from time to time, electric lines, consisting of metal towers, wood and/or metal poles, "H" frame structures, guy wires and anchors, crossarms, wires and other fixtures and appliances and communication circuits with necessary appurtenances, both overhead and underground, for conveying electric energy to be used for light, heat, power, telephone and/or other purposes in, under, on, over, along and across a strip of land lying within that certain real property of Grantor situated in the County of Riverside, State of California, described on Exhibit "A," hereinafter referred to as "Property" 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.

#2536
14164

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.

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. 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.

5. 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.

The Grantee, and its contractors, agents and employees, shall have the right to trim or cut tree roots that may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on Property, the Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

6. 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.

Permanent Easement
MWD Parcel No. 1609-2-1 (PTN.)

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7. 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.

Dated: 2/11/92

THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

John R. Wodraska
General Manager

By *Gary M. Snyder*
Gary M. Snyder
Chief Engineer

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H
7/11/92
7/11

Authorized by MWD Administrative Code Section 8240

JSA/PM-15/riv1/WverD253
Wve

APPROVED AS TO FORM
Carolyn Confer 1/14/98
CAROLYN CONFER
ASSISTANT CITY ATTORNEY

STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

On JULY 15, 1997 before me, the undersigned, a

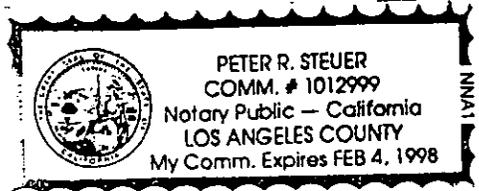
Notary Public in and for said State, personally appeared

GARY M. SNYDER

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 

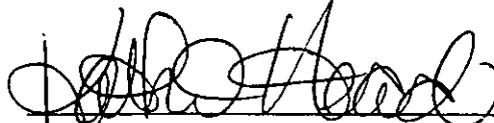


CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

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 1/16/98

CITY OF RIVERSIDE



Real Property Services Manager
of the City of Riverside

ARLUP3M.DED

EXHIBIT A

1609-2-4 (PORTION)
Permanent Easement
from MWD to the City of
Riverside

The westerly 25.00 feet of Lots 1 and 6, both of Tract No. 4510, in the City of Riverside, County of Riverside, State of California, as shown on map filed in Book 81, pages 3 and 4, of Maps, Records of Riverside County, lying within that certain parcel of land conveyed to The Metropolitan Water District of Southern California, by Grant Deed recorded June 23, 1975, as Instrument No. 73753, of Official Records, in the office of the County Recorder of said County of Riverside, said 25.00 feet being measured perpendicular to the most westerly line of said Lots 1 and 6.

Containing 0.059 acre, more or less.



PREPARED UNDER MY SUPERVISION

Paul M. Ogilvie
Paul M. Ogilvie, P.L.S. 6439

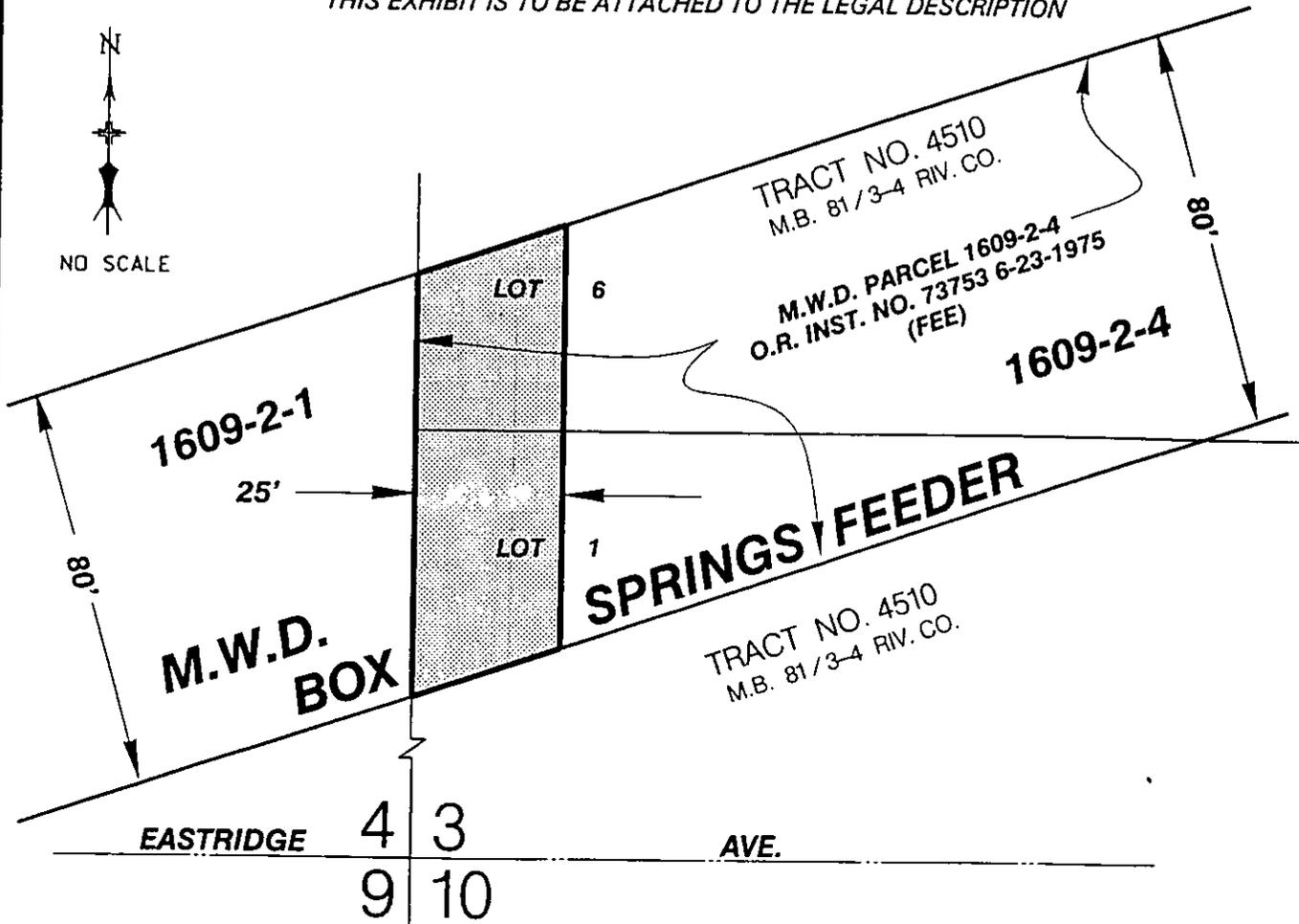
Date: 6-16-97

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EXHIBIT B

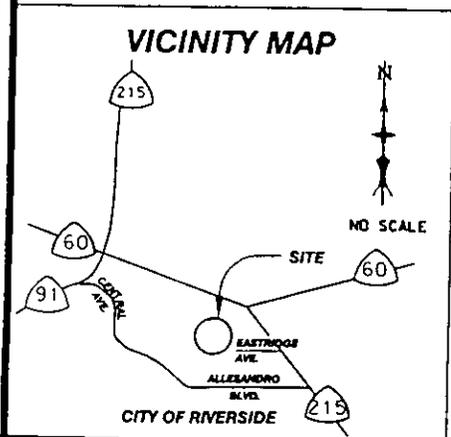
SW1/4 SECTION 3, T3S, R4W, S.B.M., CITY OF RIVERSIDE, RIVERSIDE COUNTY, STATE OF CALIFORNIA

THIS EXHIBIT IS TO BE ATTACHED TO THE LEGAL DESCRIPTION



LEGEND

 = PERMANENT EASEMENT
1609-2-4 (PTN)
(Total 0.059 acre)



PREPARED UNDER MY SUPERVISION

Paul M. Ogilvie
PAUL M. OGILVIE / P.L.S. 6439

6-16-97
DATE

THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

BOX SPRINGS FEEDER

PERMANENT EASEMENT

M.W.D.
TO
CITY OF RIVERSIDE
1609-2-4 (PTN.)