

DOC # 2008-0023171

01/16/2008 08:00A Fee:NC

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Recorded in Official Records
County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



When recorded mail to:

City Clerk's Office
City of Riverside
City Hall, 3900 Main Street
Riverside, California 92522

FREE RECORDING

This instrument is for the benefit of the City of Riverside and is entitled to be recorded without fee (Government Code §6103)

Project: P04-0794 River Run
A.P.N. 263-320-027

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PERMANENT EASEMENT DEED

R.L. 2388

Box Springs Feeder

MWD Parcel No. 1609-1-9 (Portion)

APN No. 263-320-001

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 a public street and utilities 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 pipelines and 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 street improvements within the easement area constructed by Grantee shall be so constructed as not to interfere with Grantor's access to adjoining property.

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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 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 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, trash and debris, 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 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 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.

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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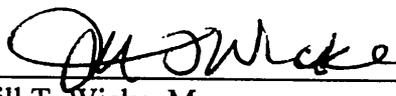
Permanent Easement
MWD Parcel No. 1609-1-9

-3-

Dated: 10/31/07

THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

Jeffrey Kightlinger
General Manager

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

Authorized by MWD Administrative Code Section 8230

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(W)
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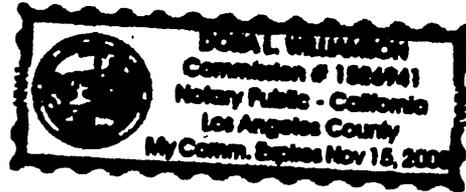
STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

On October 31, 2007, before me, Dora L. WILLIAMSON, a NOTARY PUBLIC, personally appeared Bill T Wicks, 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 1/2/08

CITY OF RIVERSIDE

By Amelia M. Valeri

APPROVED AS TO FORM
[Signature]
SUPERVISING DEPUTY CITY ATTORNEY



EXHIBIT "A"

REVIEWED BY
THE METROPOLITAN WATER
DISTRICT OF SOUTHERN CALIFORNIA
RIGHT OF WAY ENGINEERING TEAM
DATE: 06/07/2005 *ms*

M.W.D. PARCEL No.1609-1-9 PORTION)
Permanent Easement RL 2388
M.W.D. TO CITY OF RIVERSIDE
-BOX SPRINGS FEEDER-

That portion of the Northeast Quarter of Section 9, Township 3 South, Range 4 West, San Bernardino Meridian, in the City of Riverside, County of Riverside, State of California, located within that certain parcel of land 80.00 feet in width, conveyed to The Metropolitan Water District of Southern California, by deed recorded December 31, 1974, as Instrument No. 164525 of Official Records as shown on Record of Survey filed in Book 62, Pages 53 to 56, inclusive, in the office of the County Recorder of said County, described as follows:

BEGINNING at the most northerly corner of Parcel 61 of Parcel Map No. 24535, as shown by map on file in Book 162, Pages 84 through 90, inclusive, of Parcel Maps, records of Riverside County, California;

THENCE North 0°22'25" East, along the northerly prolongation of the easterly line of said Parcel 61, a distance of 102.62 feet to an intersection of the easterly line of Parcel 71 of said Parcel Map No. 24535 with the northwesterly line of said Metropolitan Water District of Southern California parcel;

THENCE North 51°35'31" East, along said northwesterly line, a distance of 12.19 feet to the westerly line of that certain permanent easement for public street and public utility purposes conveyed to the City of Riverside by document recorded September 15, 1989, as Instrument No. 319243 of Official Records of said Riverside County; said westerly line also being in a line that is parallel with and distant 9.50 feet easterly, as measured at right angles, from said northerly prolongation the easterly line of Parcel 61;

THENCE South 0°22'25" West, along said westerly line, a distance of 102.62 feet to the southeasterly line of said Metropolitan Water District of Southern California parcel;

THENCE South 51°35'31" West, along said southeasterly line, a distance of 12.19 feet to the POINT OF BEGINNING.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

Mark S. Brown 5/25/05 Prep. Koz
Mark S. Brown, L.S. 5655 Date
License Expires 9/30/05



EXHIBIT "B"

THIS EXHIBIT IS TO BE ATTACHED TO THE LEGAL DESCRIPTION

EASTRIDGE

AVENUE

REVIEWED BY
 THE METROPOLITAN WATER
 DISTRICT OF SOUTHERN CALIFORNIA
 RIGHT OF WAY ENGINEERING TEAM
 DATE: 06/07/2005

PARCEL 71

PARCEL MAP NO. 24535
 P.M.B. 162/84-90 RIV. CO.

MWD PARCEL 1609-1-9
 PER GRANT DEED RECORDED
 12-31-1974 INST. #164525 O.R.

M.W.D. BOX SPRINGS FEEDER
 MWD to CITY OF RIVERSIDE
 1609-1-9 PORTION

RIVER RUN

SPRINGS FEEDER
 N51°35'31"E

PTN. OF M.W.D. PARCEL 1609-1-11
 PER GRANT DEED RECORDED
 1-2-1975 INST #105 O.R. RIV.CO.

R.S. 62/53-56
 NEW SECTION 9
 T.3S., R.4W., S.B.M.

PARCEL CONVEYED
 TO CITY OF RIVERSIDE
 BY M.W.D. 9/15/89
 #319243 O.R.

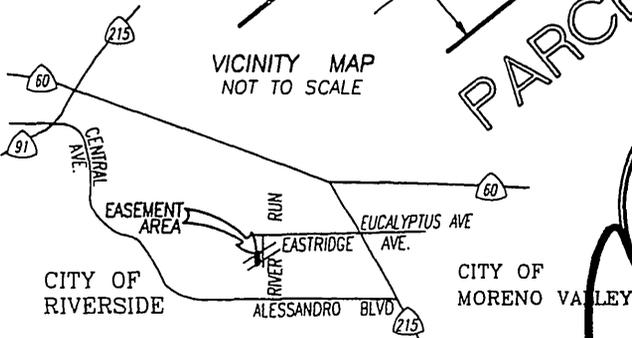
 PERMANENT EASEMENT
 975 SQUARE FEET

BASIS OF BEARINGS BEING THE
 NORTHWESTERLY LINE OF M.W.D BOX SPRINGS
 FEEDER BEING N51°35'31"E PER SHEET 4 OF
 R.S. 62/53-56 RIV. CO.

PORTION OF SECTION 9, T.3S., R.4W., S.B.M.
 LOCATED IN THE CITY OF RIVERSIDE, COUNTY
 OF RIVERSIDE, STATE OF CALIFORNIA.



SCALE: 1"=100'



THE METROPOLITAN WATER DISTRICT
 OF SOUTHERN CALIFORNIA

BOX SPRINGS FEEDER
 PERMANENT EASEMENT RL 2388

M.W.D.
 TO
 CITY OF RIVERSIDE
 1609-1-9 (PORTION)

• CITY OF RIVERSIDE, CALIFORNIA •

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE
 ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

SHEET 1 OF 1

73-3

SCALE: 1"=100'

PREPARED BY: *Mark Brown* 951-826-5347

5/25/05

SUBJECT: EASTRIDGE DISTRIBUTION CENTER

16157

2008-0623171
 01/16/2008 08:00A
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LARRY W. WARD
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Recorder
P.O. Box 751
Riverside, CA 92502-0751
(951) 486-7000

www.riversideacr.com

NOTARY CLARITY

Under the provisions of Government Code 27361.7, I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary: DORA L WILLIAMSON

Commission #: 1526941

Place of Execution: RIVERSIDE CA

Date Commission Expires: 11-15-08

Date: 1-16-08

Signature: Micki Lewis

Print Name: MICKI LEWIS

