

Recorded at the Request of

THE CITY OF RIVERSIDE



When Recorded Mail to:
Public Works Department
City of Riverside
City Hall, 3900 Main Street
Riverside, California 92522-0311

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Free Recording Gov't. Code §6103
DOCUMENTARY TRANSFER TAX \$ None
(Exempt-Section 11922, California
Revenue and Taxation Code)

When recorded mail to:

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Project: Bathurst P.U.E.

A.P.N. 272-060-017

D - 14588

PERMANENT EASEMENT DEED

H.J. Mills Filtration Plant
MWD Parcel No. 1610-1-1 (Ptn.)
APN No. 272-060-017

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA,
a public corporation, hereinafter referred to as Grantor,

hereby grants to

The City of Riverside, a municipal corporation of the State of California,
hereinafter referred to as Grantee,

a permanent easement and right-of-way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time, and from time-to-time underground electrical supply systems (hereafter referred to as "systems"), consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy in, on, over, under, across and along real property of Grantor located in the City of Riverside, County of Riverside, State of California, hereinafter referred to as "Property." Said Property described in Exhibit "A" and shown on Exhibit "B," attached hereto and incorporated herein by reference.

Permanent Easement
MWD Parcel No. 1610-1-1(Ptn)

This easement is granted subject to the following terms:

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.
3. Grantee shall not change the existing grade or plant deep rooted trees or otherwise modify the topography of Property affected by this easement without prior written consent of Grantor.
4. No surface structure, enclosures, equipment or appurtenant fixtures shall exceed 15 feet in height above the existing ground surface.
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. Grantor purchased the Property in fee for its existing facility an/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.
7. 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 the easement, or use by Grantee of the easement or any adjoining land used with the easement.
8. 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's 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. 1610-1-1 (Ptn)

Dated: 7/6/00

THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

Ronald R. Gastelum
General Manager

By Roy L. Wolfe
Roy L. Wolfe
Manager, Corporate Resources

Authorized by MWD Administrative Code Section 8240

Copy return address:

The Metropolitan Water District
of Southern California
Post Office Box 54153
Los Angeles, California 90054
Attention R/E Services Escrow

APPROVED AS TO FORM
Steven M. Keidat 7/11/00
DEPUTY CITY ATTORNEY



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GENERAL ACKNOWLEDGEMENT

State of California

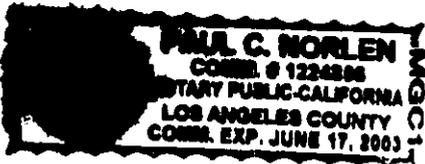
County of Los Angeles } ss

On July 6, 2000, before me Paul C. Norlen

a Notary Public in and for said State, personally appeared

Roy L. Wolfe
Name(s) of Signer(s)

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.

Paul C. Norlen
Signature

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

- () Attorney-in-fact
() Corporate Officer(s)
Title
Title
() Guardian/Conservator
() Individual(s)
() Trustee(s)
() Other
() Partner(s)
() General
() Limited

The party(ies) executing this document is/are representing:

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 7/13/00

CITY OF RIVERSIDE

John Head
Real Property Services Manager
of the City of Riverside



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:

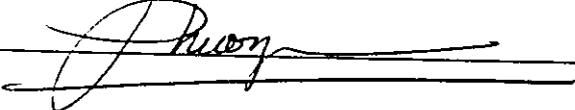
Name of Notary: Paul C. Norton

Commission #: 1224856

Place of Execution: Los Angeles County

Date Commission Expires: June 17, 2003

Date: 7/18/2000

Signature: 



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EXHIBIT "A"

REVIEWED BY THE
METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA
R/W & TITLE ENGINEERING
DATE: 4-17-2008

H. J. MILLS FILTRATION PLANT
1610-1-1 (PORTION)
PERMANENT EASEMENT
M.W.D. TO CITY OF RIVERSIDE

A portion of Section 8, Township 3 South, Range 4 West, San Bernardino Meridian, located within the City of Riverside, County of Riverside, State of California, described as follows:

That portion of Lot 3 in Block 4 of the Alessandro Tract, as shown by map on file in Book 6, Page 13 of Maps, records of San Bernardino County, California, more particularly described as follows:

COMMENCING at the intersection of the centerline of Bathurst Road with the centerline of Mission Grove Parkway North (formerly Cole Street) as shown by Tract 21403, on file in Book 170, Pages 33 through 37 of Maps, records of Riverside County, California;

THENCE North $89^{\circ}41'01''$ East, along the easterly prolongation of said centerline of Bathurst Road, a distance of 39.32 feet to the easterly line of Mission Grove Parkway North as conveyed to the City of Riverside by Permanent Easement Deed recorded July 1, 1993, as Instrument No. 255390 and re-recorded August 20, 1993, as Instrument No. 327274, both of Official Records of said Riverside County;

THENCE South $0^{\circ}17'27''$ West, along said easterly line, a distance of 23.68 feet to an angle point in said easterly line;

THENCE South $0^{\circ}27'28''$ West, continuing along said easterly line, a distance of 25.32 feet to the **POINT OF BEGINNING** of the parcel of land being described;

THENCE South $0^{\circ}27'28''$ West, continuing along said easterly line, a distance of 11.98 feet to an angle point in said easterly line;

THENCE South $0^{\circ}16'35''$ West, continuing along said easterly line, a distance of 8.02 feet;

THENCE South $89^{\circ}43'25''$ East, at right angles to said easterly line, a distance of 15.00 feet to a line parallel with and distant 15.00 feet easterly, as measured at right angles, from said easterly line;

THENCE North $0^{\circ}16'35''$ East, along said parallel line, a distance of 8.00 feet to an angle point in said parallel line;

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THENCE North 0°27'28" East, continuing along said parallel line, a distance of 11.96 feet;

THENCE North 89°32'32" West, a distance of 15.00 feet to the **POINT OF BEGINNING**.

Area - 300 square feet, or 0.0069 of an acre.

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

Mark S. Brown 3/9/02 Prep. KCP
Mark S. Brown, L.S. 5655 Date
License Expires 9/30/03



REVIEWED BY THE
METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA
R/W & TITLE ENGINEERING
DATE: 4-17-2002



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