

DOC # 2000-011210

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Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder

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



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

D- 16750



PERMANENT EASEMENT DEED

MWD Box Springs Feeder  
MWD Parcel No. 1610-2-37  
APN 265-320-009

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

COUNTY OF RIVERSIDE, a body politic and corporate, hereinafter referred to as Grantee.

a permanent easement for public slopes purposes over and across real property of Grantor located in the 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 any conditions described hereinbelow:

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 otherwise modify the topography of Property affected by this easement without prior written consent of Grantor.

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4. Any slope improvements within the easement area constructed by Grantee shall be so constructed as not to interfere with Grantor's access to adjoining property. Slopes constructed within the easement area shall conform with the applicable County standards and be maintained by the County. After initial construction is completed, any future changes to the slopes or changes to or installation of any ancillary improvements thereon 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. 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.

7. Grantor shall not be required to contribute any part of the costs of slope improvements on the Property and shall have no responsibility or liability for maintenance and/or repair costs of same, 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.

8. Grantee hereby releases and discharges Grantor from all claims and demands by Grantee for loss of or damage to Grantee's property, and agrees to indemnify Grantor against and to hold Grantor harmless from all costs and expenses, including attorney's fees, and all liability, and claims and demands of others, except employees of Grantor, for loss of or damage to property, or injury to or death of persons, which may result directly or indirectly from the granting, use or termination of, or operations under this easement, save and except any such loss of or damage to property or injury to or death of persons, resulting from the negligence of Grantor. Grantee agrees to pay Grantor in full and promptly upon demand for any and all loss of or damage to Grantor's property caused by the tortious conduct of Grantee, including negligence, intentional or willful acts, and acts in which there is a liability without fault.

9. 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 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.





CERTIFICATE of ACCEPTANCE of EASEMENT  
(GOVERNMENT CODE SECTION 27281)

THIS IS TO CERTIFY that the interest in real property conveyed to the COUNTY OF RIVERSIDE, State of California by the instrument to which this Certificate is attached is hereby accepted for the purpose of vesting title in the County of Riverside on behalf of the public for public road and utility uses, and subject to improvements in accordance with County standards, will be included into the County Maintained Road System, by the undersigned on behalf of the Board of Supervisors pursuant to the authority contained in County Ordinance No. 669. Grantee consents to recordation thereof by its duly authorized officer.

Dated: 1/11/00 COUNTY OF RIVERSIDE

By: David E. Barnhart

David E. Barnhart  
Director of Transportation



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EXHIBIT "A"

1610-2-37(PORTION)  
BOX SPRINGS FEEDER  
PERMANENT EASEMENT DEED  
MWD TO THE COUNTY OF RIVERSIDE

Being a portion of Parcels "A" and "C" per deed to The Metropolitan Water District of Southern California recorded September 18, 1975, in Book 1975 Page 114464, Official Records, Riverside County, California described as follows:

Parcel 1

COMMENCING at the intersection of the East line of Section 7, Township 3 South, Range 4 West, San Bernardino Meridian, as shown by map on file in Book 41 Page 7, Record of Surveys, Riverside County, California, with a line that is parallel and 40.00 feet North of the South line of the Southeast quarter of said Section 7;

THENCE S 89°34'31" W, along said parallel line a distance of 2826.53 feet (described as N 89°40'51" W a distance of 2826.53 feet in said deed to the Metropolitan Water District) to the beginning of a tangent curve concave Southeasterly having a radius of 1000.00 feet;

THENCE Southwesterly through said curve with a central angle of 25°34'09" a distance of 446.27 feet;

THENCE S 64°00'22" W a distance of 363.40 feet to a point designated as point "Y" in said deed to the Metropolitan Water District;

THENCE N 25°59'38" W a distance of 30.00 feet to a point on the Northwest line of that 60.00 foot wide strip of land described as Parcel "A" in said deed to the Metropolitan Water District said point also being the true point of beginning for Parcel "C" of said deed to the Metropolitan Water District;

THENCE S 86°46'20" W along the North line of said Parcel "C" a distance of 449.88 feet (described as S 87°30'58" W a distance of 449.88 feet in said deed to the Metropolitan Water District) to the beginning of a tangent curve concave Southeasterly having a radius of 140.00 feet;

THENCE Southwesterly, along said curve and North line of said Parcel "C" through a central angle of 22°45'58" a distance of 55.63 feet;

THENCE S 64°00'22" W along the Northwest line of said Parcel "C" a distance of 109.28 feet to the most Westerly corner of Parcel 1 as described by Grant Deed recorded July 21, 1997, as instrument No. 256441 of official records of said county;

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REVIEWED BY THE  
METROPOLITAN WATER DISTRICT  
OF SOUTHERN CALIFORNIA  
R/W & TITLE ENGINEERING SECTION  
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THENCE S 25°59'38" E a distance of 60.00 feet along the Southwesterly line of said Parcel 1 to a line which is a parallel with and 60.00 feet Southeast of the Northwest line, of said Parcel "C";

THENCE S 64°00'22" W along said parallel line a distance of 131.00 feet to the TRUE POINT OF BEGINNING;

THENCE S 25°59'38" E leaving said parallel line a distance of 65.00 feet;

THENCE S 64°00'22" W a distance of 296.09 feet;

THENCE S 25°59'38" E a distance of 120.00 feet to the Southeast line of said Parcel "A";

THENCE S 64°00'22" W along the said Southeast line a distance of 100.00 feet to a point being designated as Point "A";

THENCE N 25°59'38" W leaving said Southeast line a distance of 170.00 feet;

THENCE N 19°00'22" E a distance of 21.21 feet;

THENCE N 64°00'22" E a distance of 381.09 feet to the TRUE POINT OF BEGINNING;

Contains 0.864 acres.

Parcel 2

COMMENCING at point "A" as described above in said Parcel 1;

THENCE S 64°00'22" W along the Southeast line of said Parcel "A", a distance of 60.00 feet to the TRUE POINT OF BEGINNING;

THENCE S 64°00'22" W a distance of 70.00 feet;

THENCE N 25°59'38" W leaving said Southeast line a distance of 165.00 feet;

THENCE S 64°00'22" W a distance of 33.37 feet, to a point on the West line of Parcel "C";

THENCE N 29°00'51" E along said West line a distance of 34.88 feet;

THENCE N 64°00'22" E leaving said West line a distance of 59.80 feet;



THENCE S 70°59'38" E a distance of 21.21 feet;

THENCE S 25°59'38" E a distance of 170.00 feet to the TRUE POINT OF BEGINNING..

Contains 0.304 acres.

REVIEWED BY THE  
METROPOLITAN WATER DISTRICT  
OF SOUTHERN CALIFORNIA  
R/W & TITLE ENGINEERING SECTION  
DATE: 2-16-99



*Edy Powell Adkison*  
2/1/99



