

AGREEMENT OF PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS

MWD No. INFED1-27-820TEA1
APN 0297-111-05 and 07

TO: Chicago Title Co.
560 E. Hospitality Lane
San Bernardino, CA 92408
Attn: Ms. Christy Munsey
Sr. Escrow Officer

Escrow No. 8241746-K12

This Agreement is made as of December 1, 1998, between CITY OF REDLANDS, a municipal corporation (Seller), and THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, a public corporation (Buyer).

In consideration of the mutual covenants herein contained, it is agreed as follows:

1. Seller shall sell, and Buyer shall buy, a Temporary Easement in land in the County of San Bernardino, State of California, which interest is hereinafter referred to as "Property," and is described in Exhibit A and shown on Exhibit B, attached hereto and incorporated herein by reference. Said exhibits are contained in the attached granting instrument(s) (Exhibit C) of said interest(s) to be executed pursuant to paragraph 3 herein for \$17,538, payable at the close of escrow referred to hereinbelow.
2. The sale shall be completed through an escrow to be opened at Chicago Title Co., 560 E. Hospitality Lane, San Bernardino, CA, 92408, Attention Ms Christy Munsey. Such escrow shall be 60 days, and shall include the following terms in addition to those set forth hereinabove:
 - a. Buyer shall pay reasonable closing costs of the transaction.
 - b. Possession of Property shall be given to Buyer at the close of escrow; however, during the term of the escrow, Buyer's agents may enter Property for the purpose of doing any engineering work.
 - c. At the close of escrow, title to the Temporary Easement described hereinabove shall vest in Buyer subject to those title matters that have been approved by Buyer in writing. Such vesting shall be insured by a standard policy of title insurance in the amount of the purchase price herein.

Agreement
(Easement)

-2-

MWD Parcel No. INFED1-27-820TEA1
APN 0297-111-05 and 07

d. Buyer shall require that all liens evidencing monetary encumbrances (other than liens for nondelinquent property taxes) be subordinated to Buyer's interest.

e. No escrow instructions other than those contained herein shall be required.

3. Seller shall execute the deed(s) necessary to effectuate this Agreement concurrently with the execution of this Agreement, which documents, after acceptance by Buyer as required by law, shall be transmitted immediately thereafter to escrow company, at its address set forth hereinabove with a copy of this Agreement and instructions to open an escrow for the sale of Property in accordance with the terms thereof.

4. Exhibits A and B attached hereto are exhibits to this Agreement as well as to the deed attached as Exhibit C.

6. Time is of the essence of this Agreement.

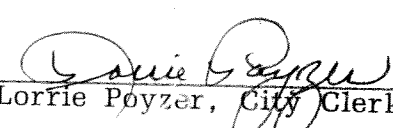
CITY OF REDLANDS, a municipal corporation

By 
William E. Cunningham, Mayor
Seller

Seller's Mailing Address:

City of Redlands
P. O. Box 3005
Redlands, CA 92373
Attention: City Clerk

Attest:

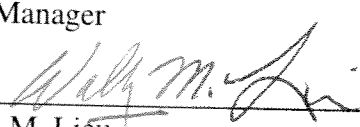
By 
Lorrie Poyzer, City Clerk

Buyer's Mailing Address:

Post Office Box 54153
Los Angeles, CA 90054-0153
Engineering Division
Attention: Mr. Ronald Maculans

THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

John R. Wodraska
General Manager

By 
Wally M. Lieu
Assistant Chief Engineer

Buyer

RGM/271F280/wstaD327
Attachments

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) SS
CITY OF REDLANDS)

By the authority granted under Chapter 4, Article 3, Section 1181, of the California Civil Code, and Chapter 2, Division 3, Section 40814, of the California Government Code, on December 1, 1998, before me, Beatrice Sanchez, Deputy City Clerk, on behalf of Lorrie Poyzer, City Clerk of the City of Redlands, California, personally appeared William E. Cunningham and Lorrie Poyzer { X } personally known to me - or - { } proved to me on the basis of satisfactory evidence to be the persons whose names) are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

LORRIE POYZER, CITY CLERK



By: Beatrice Sanchez
Beatrice Sanchez, Deputy City Clerk
(909)798-7531

~ ~ ~ ~ ~
CAPACITY CLAIMED BY SIGNER(S)

{ } **Individual(s) signing for oneself/themselves**

{ } **Corporate Officer(s)**

Title(s) _____

Company _____

{ } **Partner(s)**

Partnership _____

{ } **Attorney-In-Fact**

Principal(s) _____

{ } **Trustee(s)**

Trust _____

{ x } **Other**

Title(s): Mayor and City Clerk

Entity Represented: City of Redlands, California

~ ~ ~ ~ ~
THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW:

Title or Type of Document: Agreement of Purchase and Sale and Joint Escrow Instructions

Date of Document: December 1, 1998

Signer(s) Other Than Named Above: Wally M. Lieu, Asst. Chief Engineer, M.W.D.

EXHIBIT A

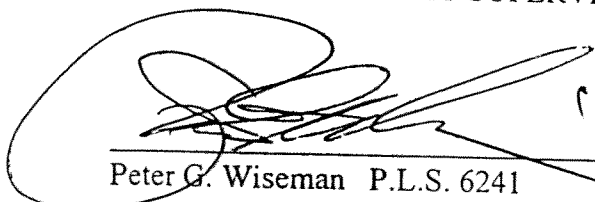
INFED1-27-820TEA1
(Temporary Easement)
City of Redlands,
a Municipal Corporation

A strip of land 100 feet wide in the County of San Bernardino, State of California, lying within Lots 1 and 2, Block 14, as shown on map recorded in Book 8, page 81 of Maps in the Office of the County Recorder of said County and lying within the northwest quarter of the northwest quarter of Section 18, Township 1 South, Range 2 West, San Bernardino Meridian, the southwesterly line of said 100 foot wide strip is parallel with and 100 feet southwesterly of, as measured at right angles to, the southwesterly line of that certain parcel of land conveyed to The Metropolitan Water District of Southern California by Grant Deed recorded September 25, 1995 as Document No.19950331797 Official Records of said County.

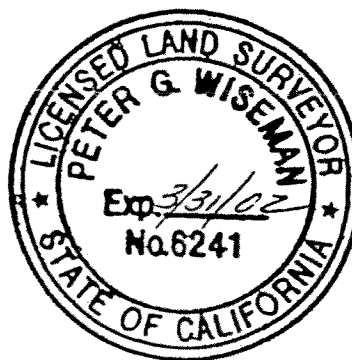
The sidelines of said 100 foot wide strip of land shall be lengthened or shortened so as to terminate northwesterly, on the northwesterly line of that certain parcel of land conveyed to the City of Redlands by Corporation Grant Deed recorded September 26, 1966 in Book 6702, page 268 of Official Records of said County, and southeasterly on a line parallel with and 1163.00 feet southeasterly of, as measured at right angles to, said northwesterly line.

EXCEPTING therefrom the southeasterly 198.00 feet of the northwesterly 411 feet of said 100 foot wide strip as measured at right angles to said northwesterly line.

PREPARED UNDER MY SUPERVISION


Peter G. Wiseman P.L.S. 6241

Date 8/24/98



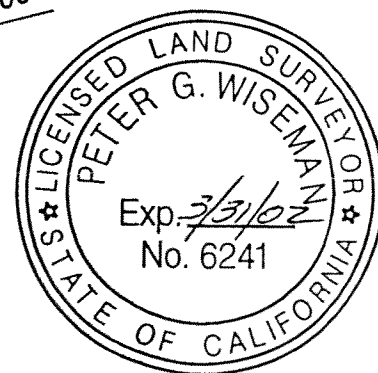
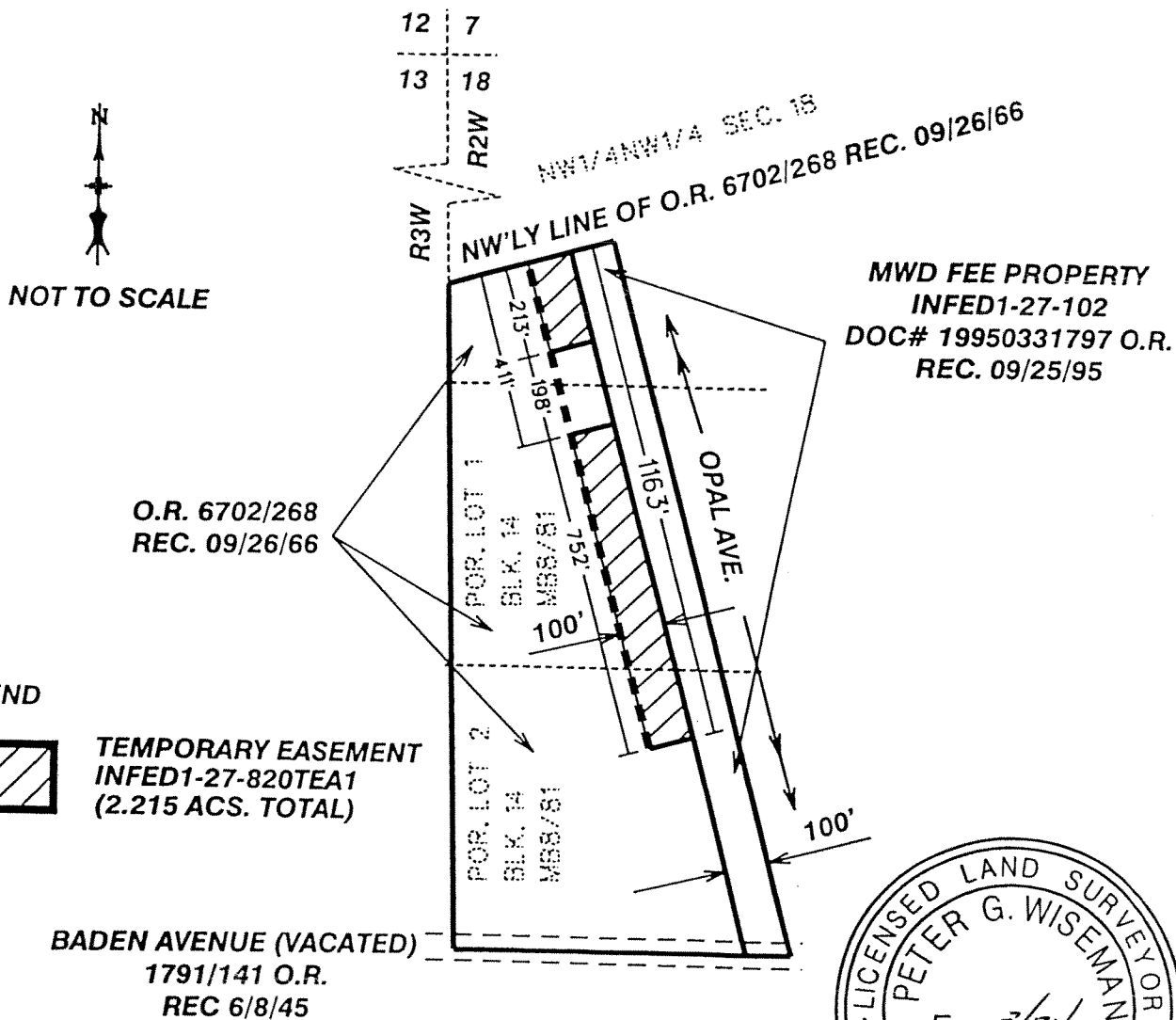
PGWp:\Ainfed1\27\Legal\820tea1.doc

August 21, 1998

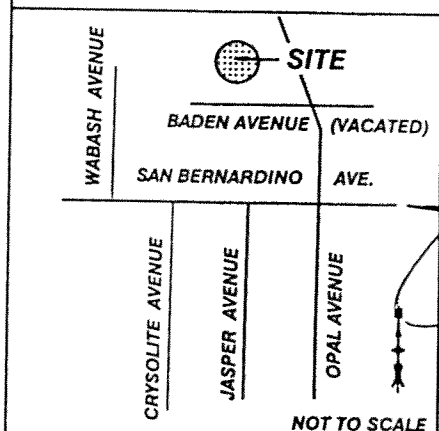
EXHIBIT B

Page 1 of 1

"THIS EXHIBIT IS TO BE ATTACHED TO THE LEGAL DESCRIPTION"
POR. LOT 1 AND POR. LOT 2, BLK 14, MB 8, PAGE 81
AND POR. OF NW1/4NW1/4, SEC.18, T. 1 S., R. 2 W. SBM
COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA



VICINITY MAP



PREPARED UNDER
MY SUPERVISION

Peter G. Wiseman P.L.S. 6241

DATE

8/24/98

THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

INLAND FEEDER
TEMPORARY EASEMENT
CITY OF REDLANDS,
A MUNICIPAL CORPORATION
TO
MWD
INFED1-27-820TEA1

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)

TEMPORARY EASEMENT DEED

(pipeline/tunnel construction)

MWD Parcel INFED1-27-820TEA1
APN 0297-111-05 and 07

CITY OF REDLANDS a municipal corporation (Grantors),
hereby grants to

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA,
a public corporation (Grantee),

an exclusive Temporary Easement to use the property in the County of San Bernardino, State of California, described in Exhibit A, and shown on Exhibit B, both attached hereto and by this reference made a part hereof, for the construction of a capital improvement project by the Grantee on land other than such described property.

Reasonable access to Grantors' property across this Temporary Easement shall be maintained by Grantee at all times during the term of this Easement.

Such right shall be exercised for a period of three (5) years commencing on the date this easement deed is recorded in the office of the San Bernardino County Recorder.

EXHIBIT C

Temporary Easement Deed
MWD Parcel No. INFED1-27-820TEA1
APN 0297-111-05 and 07

-2-

At the expiration of the Temporary Easement, Grantee shall restore such property to a condition as near as practicable to the condition that existed immediately prior to Grantee's operations. Grantee shall not be required to restore vegetation to the pre-existing condition, but shall establish vegetation for erosion control on the property at the termination of this Temporary Easement in accordance with the Environmental Impact Report and Grantee's specifications.

CITY OF REDLANDS, a municipal
corporation

Dated: _____

By _____

RGM/27IF820/wstaD326

EXHIBIT C