

**SUBMITTAL TO THE FLOOD CONTROL AND  
WATER CONSERVATION DISTRICT BOARD  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

101B



**FROM:** General Manager-Chief Engineer

**SUBMITTAL DATE:**

July 2, 2013

**SUBJECT:** Authorization to Convey an Easement Interest in Real Property to the City of Perris by Grant of Easement Agreement, Portion of APNs 306-611-014 & -055, RCFC Parcel 4505-8A District 5/District 5

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Find that the Project is exempt from further California Environmental Quality Act (CEQA) review under CEQA Guidelines Section 15378(c); and
2. Adopt Resolution No. F2013-10, Authorization to Convey an Easement Interest in Real Property located in the City of Perris, County of Riverside, State of California, from a portion of Assessor's Parcel Nos. 306-611-014 & -055, referenced as RCFC Parcel 4505-8A to the City of Perris by Grant of Easement Agreement; and

CAE:rlp

**WARREN D. WILLIAMS**

**General Manager-Chief Engineer**

**FINANCIAL  
DATA**

Current F.Y. District Cost:

N/A

In Current Year Budget:

N/A

Current F.Y. County Cost:

N/A

Budget Adjustment:

N/A

Annual Net District Cost:

N/A

For Fiscal Year:

N/A

**SOURCE OF FUNDS:** N/A

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☒

**C.E.O. RECOMMENDATION:**

APPROVE

BY:

Steven C. Horn, MPA

**County Executive Office Signature**

☐ Policy  
☐ Policy  
☐ Consent  
☐ Consent

Dep't Recomm.:  
 Per Exec. Ofc.:

Prev. Agn. Ref.:

District: 5<sup>th</sup>/5<sup>th</sup>

Agenda Number:

**11-1**

FORM APPROVED COUNTY COUNSEL  
 BY: CYNTHIA M. GUNZEL  
 DATE: 6-18-13

**FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD SUBMITTAL  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

**SUBJECT:** Authorization to Convey an Easement Interest in Real Property to the City of Perris by Grant of Easement Agreement, Portion of APNs 306-611-014 & -055, RCFC Parcel 4505-8A  
District 5/District 5

**SUBMITTAL DATE:** July 2, 2013

**Page 2**

3. Authorize the Chairman of the District's Board of Supervisors to execute the Grant of Easement Agreement for the conveying of an Easement Interest in Real Property from the District in favor of the City of Perris; and
4. Authorize the General Manager-Chief Engineer or his designee to execute any other documents and administer all actions necessary to complete the transaction.

**BACKGROUND:**

The City of Perris wishes to construct, operate and maintain a pedestrian bridge spanning the District's Perris Valley MDP Line J Channel. The bridge will not conflict with the Channel's primary function.

The District acquired the property for the Perris Valley MDP Line J Channel in the early 1970's to alleviate drainage issues present at that time. In the years that followed, residential subdivisions were developed in the area. Further, Perris High School was built in the late 1980's. Construction began on the Perris Valley MDP Line J open channel in the spring of 1992 and was completed in the fall of that same year. A number of these developments were located to the north of the channel and the high school that serves these neighborhoods.

As a result of the channel's restricting access to these neighborhoods by those attending the high school, students have resorted to cutting the security fencing that borders the channel in order to more conveniently access their homes and the school. This has created a safety issue that the District wishes to remedy.

The City of Perris has presented plans to the District to construct, operate and maintain a pedestrian bridge spanning the Perris Valley MDP Line J Channel at Ruby Drive to provide pedestrian traffic safe and secure access across the channel.

County Counsel has approved the Agreement as to legal form.

CAE:rlp

**BOARD OF SUPERVISORS****RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT**

## RESOLUTION NO. F2013-10

AUTHORIZATION TO CONVEY AN EASEMENT  
INTEREST IN REAL PROPERTY TO THE CITY OF PERRIS  
BY GRANT OF EASEMENT AGREEMENT  
RCFC PARCEL 4505-8A  
PORTION OF ASSESSOR'S PARCEL NUMBERS 306-611-014 & -055

WHEREAS, the Riverside County Flood Control and Water Conservation District (District), is the owner of certain real property referenced as RCFC Parcel No. 4505-8, with Assessor's Parcel Numbers 306-611-014 & 306-611-055, located in the City of Perris, County of Riverside, State of California (Property); and

WHEREAS, the City of Perris (City) requires an easement for pedestrian bridge construction, operation and maintenance purposes, consisting of approximately 1200 square feet within Property, now referred to as RCFC Parcel No. 4505-8A, for the City's pedestrian bridge improvements at Ruby Drive spanning the District's Perris Valley MDP Line J Channel; and

WHEREAS, pursuant to the California Water Code Appendix §48-9, the Board of Supervisors for the District has the power to grant any interest in real property it owns to public agencies where such grant does not interfere with the use of the real property for the purposes of the District; and

WHEREAS, the District has reviewed the City's construction plans for the construction of a pedestrian bridge within the property at the Perris Valley MDP Line J Channel project and finds that the proposed easement conveyance for construction, operation and maintenance purposes would not interfere with the use, design and integrity of the existing Perris Valley MDP Line J Channel.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Supervisors of the District, in regular session assembled on July 2, 2013, at 10:30 a.m., in its meeting room located on the 1<sup>st</sup> Floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, with at least four-fifths of all members concurring, authorization of

FORM APPROVED COUNTY COUNSEL  
BY: Synthia M. Gunzel 6-18-13  
DATE: \_\_\_\_\_  
SYNTHIA M. GUNZEL

1 the conveyance by Easement Agreement in favor of the City of Perris the following described  
2 real property.

3 An easement interest in certain real property within a portion of Assessor's Parcel  
4 Numbers 306-611-014 & 306-611-055, located in the City of Perris, County of Riverside,  
5 State of California, referenced as RCFC Parcel 4505-8A, more particularly described in  
6 Exhibit "A", legal description, and shown in Exhibit "B", attached hereto and by this  
7 reference incorporated herein.

8 BE IT FURTHER RESOLVED AND DETERMINED that the conveyance of the  
9 easement interest in real property will not interfere with the use, design and integrity of the Perris  
10 Valley MDP Line J Channel or the District's purposes.

11 BE IT FURTHER RESOLVED and DETERMINED that the Chairman of the Board of  
12 Supervisors of the District is authorized to execute the Grant of Easement Agreement on behalf  
13 of the District.

14 BE IT FURTHER RESOLVED and DETERMINED that the General Manager-Chief  
15 Engineer, or his designee, is authorized to execute any other associated documents to complete  
16 the conveyance of the easement interest in real property to the City of Perris and this transaction.

17  
18 CAE:rlp  
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Recorded at request of, and return to:  
 Riverside County Flood Control and  
 Water Conservation District  
 1995 Market Street  
 Riverside, California 92501-1770

City of Perris  
 101 N. D Street  
 Perris, CA 92570

NO FEE (GOV. CODE 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Perris Valley MDP, Line J  
 Project No. 4-0-00505

**The undersigned grantor(s) declare(s)**  
**DOCUMENTARY TRANSFER TAX \$ NONE**

RCFC Parcel No. 4505-8A  
 Assessor Parcel Numbers: 306-611-014 and  
 306-611-055

### **GRANT OF EASEMENT AGREEMENT**

This Grant of Easement Agreement ("Agreement") is made as of \_\_\_\_\_, 2013 by RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic ("Grantor"), for the benefit of the CITY OF PERRIS, a municipal corporation, ("Grantee").

#### **Recitals**

- A. Grantor is the owner of certain real property located in the City of Perris, County of Riverside, State of California, with certain flood control facilities constructed thereon and referenced as the Perris Valley MDP Line J Channel, more particularly described in Exhibit "A" and shown in Exhibit "B", attached hereto and by this reference incorporated herein ("Channel Property").
- B. The Channel Property was acquired May 8, 1973, and construction began on the Perris Valley MDP Line J open channel in the spring of 1992 and was completed in the fall of the same year. The District continues to operate and maintain the Channel Property.
- C. Grantee is the owner of certain real property adjacent to the Channel Property, specifically land with Assessor's Parcel Numbers 320-223-057 and 320-180-001 and a City of Perris road right-of-way named Ruby Drive, more particularly set forth and shown in Exhibit "C", attached hereto and incorporated herein by reference ("City Property").
- D. Grantee desires to construct, operate and maintain a certain pedestrian bridge and ancillary structures across and spanning the Channel Property in the location shown in Exhibit "C", hereinafter called "Bridge".
- E. Grantor has agreed to grant to Grantee an easement over the Channel Property with respect to pedestrian ingress and egress, maintenance and operation purposes, upon the terms and conditions set forth in this Agreement.
- F. Bridge and all ancillary structures are to be designed, constructed and maintained in accordance with approved District standards.

- G. It is in the public interest to proceed with this Agreement.

## **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Grantor grants the Easement (as hereinafter defined) to Grantee under the following terms and conditions:

### Section 1. Grant of Easement

Grantor hereby grants to Grantee an easement over, under, within and through a portion of the Channel Property (land and improvements) that is located adjacent and near the end of Ruby Drive, as more particularly described in Exhibit "A" and shown in Exhibit "B", for the Easement Purposes, as defined in Section 2 of this Agreement ("Easement"), subject to all matters and encumbrances of record affecting the Channel Property, on the terms and conditions set forth in this Agreement. The Easement granted herein and conveyed by this instrument does not amount to or create a public right-of-way in favor of the Grantee.

### Section 2. Easement Purpose and Character

- H. Grantee shall enjoy the use of the Easement for the following purposes ("Easement Purposes"):
- 1) To design, construct, maintain and operate a pedestrian bridge at Grantee's sole cost and expense; and
  - 2) To allow pedestrian ingress and egress on and over the bridge for use by Grantee, its successors, assigns, agents, invitees and the general public for convenient access to neighboring area.
- I. Grantee shall submit Bridge plans and specifications to District for District review and consent determination that such plans and specifications do not unreasonably and materially interfere with Channel Property, as Grantor's sole discretion.
- J. Grantee shall not permit any change to or modifications of plans and specifications for Bridge without prior written consent determination of District.
- K. Grantee shall be solely responsible for the Bridge improvements. Grantee shall comply with all applicable laws, ordinances and regulations, including but not limited to all applicable regulatory, environmental and safety requirements at Grantee's sole cost and expense.
- L. Character of Easement. The Easement is nonexclusive and appurtenant to the City Property and includes the absolute right of Grantee to use the Easement for the Easement Purposes, which use may not unreasonably and materially interfere with Channel Property's principal functions or Grantor's ability to operate and maintain the Channel Property while this Agreement is in effect. Grantor expressly reserves for itself, its successors and its assigns, the right to use the Easement Area or to grant other easements or licenses at the same location so long as such uses do not unreasonably interfere with the rights herein granted.

### Section 3. Term

The Easement will be an easement in perpetuity for the benefit of Grantee, its successors and assigns.

#### Section 4. Maintenance and Repair

Grantee shall be solely responsible to conduct such maintenance and repair of the Bridge and associated improvements within the Easement area as is necessary or advisable to maintain the Bridge and Easement area in good condition and repair. Grantee shall promptly repair and restore the Bridge and ancillary structures that may be altered, damaged or destroyed. Bridge and all ancillary structures are to be designed, constructed and maintained in accordance with approved District standards. Grantor assumes no responsibility, obligation or liability whatsoever, for the construction, operation or maintenance of Grantee's constructed Bridge improvements.

#### Section 5. Insurance

Grantee shall obtain and keep in full force and effect at all times extended comprehensive liability insurance covering public liability for personal injury, death, or property damage, arising out of each party's respective use or maintenance of the Easement (including improvements thereupon) for at least one million dollars (\$1,000,000) combined single limit per occurrence for personal injury, death and property damage. The insurance to be acquired and maintained hereby will be with companies admitted to do business in the State of California and companies having a general policyholder's rating of A+ and a financial size of X or better in the most current issue of Best's Insurance Guide. Grantee shall deliver to the other party to this Agreement certificates, endorsements and any other reasonable documentation of insurance evidencing the existence of the policies, which must name the other party to this Agreement as an additional insured. It is understood and agreed to by the parties hereto that the Grantee's insurance shall be construed as primary insurance, and the Grantor's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the Grantor. In the event that the Grantee has a program of self-insurance, the Grantee must declare such program and provide written proof in a form acceptable to Grantor.

#### Section 6. Removal Obligation

In the event that Grantee no longer needs or desires the Easement, this Agreement shall be terminated. Upon termination of this Agreement:

- A. Grantee shall have the obligation to remove any improvements constructed thereon and within the Easement and restore the property to near the condition it was immediately before any improvements were initially constructed by Grantee unless the parties agree otherwise in advance and in writing.
- B. Grantee, its successors or assigns, shall relinquish the Easement back to the Grantor by executing a Quitclaim Deed in favor of the Grantor to clear title.

#### Section 7. No Impediment to Use

During the term of this Agreement, no walls, fences or barriers of any sort or kind whatsoever that prevent or impair the use of the Easement, or the exercise or performance of any of the Easement Purposes, will be constructed, maintained, or permitted on the Easement, or any portion thereof, by Grantor or Grantee. In the event of an emergency or dangerous condition that could result in injury or for the protection of the public, actions may be taken by the Grantor to prevent access to the Bridge, including but not limited to the

placement of barriers or fencing, for as long as the emergency or dangerous condition exists. Grantor shall notify Grantee of such actions within a reasonable time thereafter.

#### Section 8. Successors and Assigns

The provisions of this Agreement are intended to and will run with the land, and, until their expiration or termination in accordance with the terms of this Agreement, will bind, be a charge upon and inure to the benefit of Grantor and Grantee, their respective successors and assigns.

#### Section 9. Indemnification

Grantee shall indemnify, defend, save and hold harmless Grantor and County of Riverside (including their respective officers, districts, special districts and departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents, representatives, independent contractors, and subcontractors) from any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to Grantee's (including its officers, employees, agents, representatives, independent contractors, and subcontractors) actual or alleged acts or omissions related to this Agreement, performance under this Agreement, or failure to comply with the requirements of this Agreement, including but not limited to: (a) property damage; (b) bodily injury or death; (c) payment of attorneys' fees; or (d) any other element of any kind or nature whatsoever.

This Grant of Easement is made on the express condition that Grantor is to be free from liability whatsoever in connection with Grantee's, its agents, employees or invitees, use or the exercise of rights granted pursuant to this Agreement or the improvements made by Grantee.

#### Section 10. Notices

All notices given pursuant to this Agreement must be in writing and by personal delivery, U.S. Mail or established express delivery service, such as Federal Express, with postage or delivery charge prepaid, return receipt requested, and addressed to the person and address designated below:

If to Grantor:

Riverside County Flood Control  
and Water Conservation District  
1995 Market Street  
Riverside, CA 92501  
Attention: Clint Edwards

With a copy to:

Riverside County Counsel  
3960 Orange Street, Suite 500  
Riverside, CA 92501-3674  
Attention: Synthia M. Gunzel  
Deputy County Counsel

If to Grantee:

City of Perris  
101 North "D" Street  
Perris, CA 92570  
Attention: Grant Becklund



## Section 11. Miscellaneous

This Agreement constitutes the entire agreement between Grantor and Grantee relating to the Easement. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement will be of no force and effect unless it is in writing and signed by Grantor and Grantee or their respective successors or assigns. This Agreement will be effective upon the date it is recorded.

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[Signature Provisions and Acknowledgements on following pages]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth hereinabove.

GRANTOR:

RECOMMENDED FOR APPROVAL:

By: 

WARREN D. WILLIAMS  
General Manager-Chief Engineer

**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT,**  
a body politic

By: \_\_\_\_\_

MARION V. ASHLEY, Chairman  
Riverside County Flood Control and  
Water Conservation Board of Supervisors

ATTEST:

KECIA HARPER-IHEM  
Clerk of the Board

APPROVED AS TO FORM:

PAMELA J. WALLS,  
County Counsel

By: \_\_\_\_\_

Deputy

By: 

SYNTHIA M. GUNZEL  
Deputy County Counsel

(SEAL)

GRANTEE:

**CITY OF PERRIS**, a municipal corporation

By: 

RICHARD BELMUÑEZ  
City Manager

ATTEST:

By: 

Ron Carr, Deputy Clerk

APPROVED AS TO FORM:

By: 

Eric Dunn, City Attorney

CE:rlp  
05/20/13

Perris Valley MDP, Line J  
Project No. 4-0-00505  
RCFC Parcel No. 4505-8A  
APNs: 306-611-014 and 306-611-055

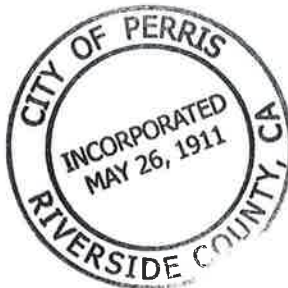


Exhibit "A"

**Perris Valley MDP Line J – Stage 3  
Parcel 4505-8A**

Being a portion of Lot 5 of J.F. Dehm's Subdivision, in the City of Perris, County of Riverside, State of California, as shown on Map Book 1, Page 13, records of Riverside County, State of California, described as follows:

The westerly 20.00 feet of Riverside County Flood Control and Water Conservation District's Right of Way Parcel 4505-8 as shown on Record of Survey filed in Book 58, Pages 9 through 11, inclusive, records of Riverside County, State of California.



Grant Warren Becklund  
R.C.E. No. 23737  
Exp. 12/31/2013

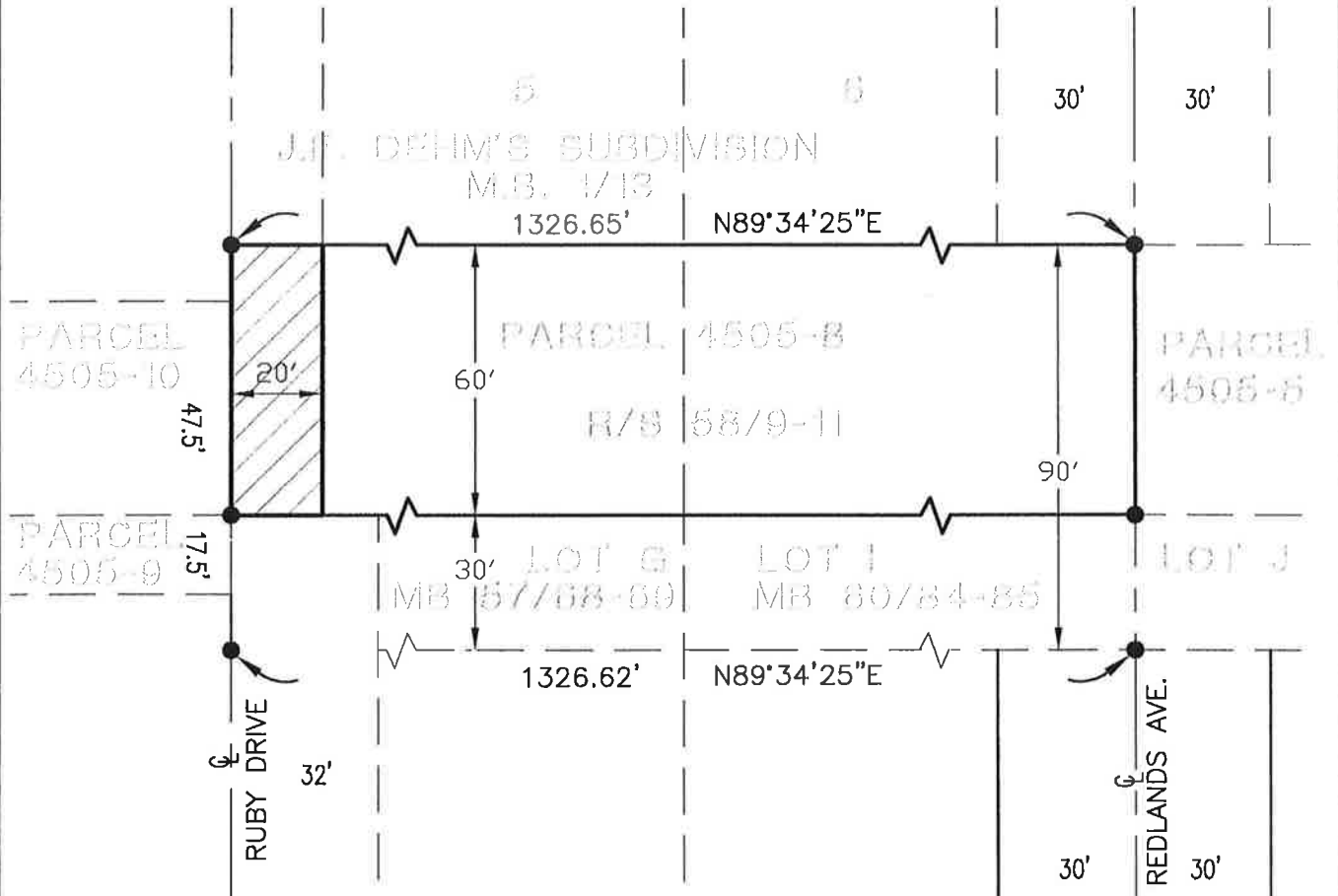
Signed For: Riverside County Flood Control &  
Water Conservation District

Date: 1/31/2013

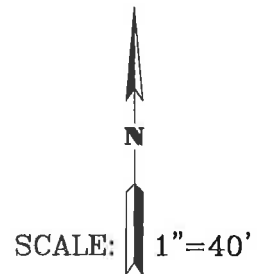


# Exhibit "B"

BEING A PORTION OF LOT 5 OF J.F. DEHM'S SUBDIVISION, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON MAP BOOK 1, PAGE 13, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA



**EASEMENT AREA**



APPROVED BY: \_\_\_\_\_  
DATE: \_\_\_\_\_



## RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NO. 4-0-0505

PERRIS VALLEY MDP LINE J -STAGE 3

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.

RCFC PARCEL NUMBER (S):

4505-8

SCALE:

AS SHOWN

DATE:

05/17/13

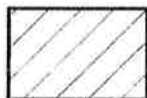
PREPARED BY:

G.B./O.O.

SHEET NO.

1 OF 1

# SITE PLAN FOR BRIDGE



APPROVED BY: \_\_\_\_\_  
DATE: \_\_\_\_\_

1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NO. 4-0-0505

PERRIS VALLEY MDP LINE J -STAGE 3

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.

RCFC PARCEL NUMBER (S):

4505-8

SCALE:

AS SHOWN

DATE: \_\_\_\_\_

05/17/13

PREPARED BY:

G.B./O.O.

|           |
|-----------|
| SHEET NO. |
|-----------|

1 OF 1