



SUBMITTAL TO THE BOARD OF DIRECTORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



FROM: Regional Park and Open-Space District

SUBMITTAL DATE:
December 24, 2013

SUBJECT: Approval of License Agreement between Riverside County Regional Park and Open-Space District and Western Municipal Water District of Riverside County to Operate and Maintain a 6" Diameter Water Pipeline on Riverside County Regional Park and Open-Space District property for a term of twenty-five (25) years; CEQA Findings of Categorical Exemption; District 1/1 [0]

RECOMMENDED MOTION: That the Board of Directors:

1. Finds that the Project is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15301; and
2. Approve the License Agreement between Riverside County Regional Park and Open-Space District and Western Municipal Water District of Riverside County; and
3. Authorize the Chairperson to execute three (3) copies of the License Agreement; and
4. Direct the Clerk of the Board to return two (2) copies of the executed Agreements to Riverside County Regional Park and Open-Space District.
5. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk upon approval of the Project.

BACKGROUND:

Summary

(Continued on page 2)

Scott Bangle
General Manager

2014-008D EC/MB

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS:

Budget Adjustment: No
For Fiscal Year:

C.E.O. RECOMMENDATION:

APPROVE

BY:
Alex Gann

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL
BY:
DATE: 12-6-13
SYNTHIA M. GUNZEL
Departmental Concurrence

- A-30
- Positions Added
- 4/5 Vote
- Change Order

Prev. Agn. Ref.:

District: 1/1

Agenda Number:

13-1 D

**SUBMITTAL TO THE BOARD OF DIRECTORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Approval of License Agreement between Riverside County Regional Park and Open-Space District and Western Municipal Water District of Riverside County to Operate and Maintain a 6" Diameter Water Pipeline on Riverside County Regional Park and Open-Space District for a term of twenty-five (25) years; CEQA Findings of Categorical Exemption; District 1/1 [0]
DATE: December 24, 2013
PAGE: 2 of 2**

BACKGROUND:

Summary (continued)

The Western Municipal Water District of Riverside County ("Licensee") is seeking permission from Riverside County Regional Park and Open-Space District ("Licensor") to enter upon and use certain real property owned by the Licensor as legally described in Exhibit A herein referenced ("Property") for purpose of operating and maintaining a Licensee's existing 6" diameter water pipeline under the Property.

The Licensor wishes to grant permission to the Licensee to enter onto the Property via a non-exclusive, revocable license to construct, use, maintain, alter, add to, repair, replace, or remove Licensee's existing 6" diameter water pipeline and for no other purpose as per the License Agreement.

Pursuant to the California Environmental Quality Act (CEQA), the License Agreement ("Project") was reviewed and determined to be categorically exempt from CEQA under CEQA Guidelines Section 15301, Class 1 - Existing Facilities. The proposed Project is merely an agreement between two public agencies for the licensing of property involving existing facilities no or negligible expansion of an existing use will occur.

Impact on Citizens and Businesses

Maintains and Stabilizes water delivery service to Western Municipal Water District customers in that area.

Contract History and Price Reasonableness

The term will be for twenty-five (25) years and may be extended upon agreement of the Parties in writing in twenty-five (25) year increments up to ninety-nine years, which the last increment will be a twenty-four (24) year term.

Attachments

License Agreement
Notice of Exemption

1 Riverside County Regional Park and Open-Space District, ("Licensor"), and
2 Western Municipal Water District of Riverside County, ("Licensee")

3
4 LICENSE AGREEMENT

5
6 This License Agreement, ("License"), is made and entered into this ___ day _____, 20___,
7 between the Riverside County Regional Park and Open-Space District, a special district, ("Licensor") and
8 Western Municipal Water District of Riverside County, a water district, ("Licensee"). Licensor and
9 Licensee are sometimes collectively referred to as "Parties".

10 RECITALS

11 A. Licensor is the owner of certain real property with Assessor's Parcel Numbers 245-390-
12 008 and 245-390-010, and legally described in Exhibit A, attached hereto and incorporated herein by
13 reference, ("Property") and has the right to grant to Licensee permission to enter upon and use the
14 Property only for the purposes described herein this License.

15 B. Licensee desires to obtain Licensor's permission to enter upon and use the Property for the
16 purpose of operating and maintaining Licensee's 6" diameter water pipeline under the Property.

17 C. Licensor desires to accommodate Licensee's request for permission to enter upon
18 Licensor's Property for operating and maintaining Licensee's 6" diameter water pipeline under the
19 Property; whereby such entry limits and scope of which are shown on Exhibit B, attached hereto and
20 incorporated by reference.

21 NOW, THEREFORE, Licensor and Licensee do hereby agree as follows:

22 AGREEMENT

23 1. License. Licensor hereby grants to Licensee, its agents, employees and contractors, a non-
24 exclusive, revocable license to construct, use, maintain, alter, add to, repair, replace, or remove Licensee's
25 existing 6" diameter water pipeline and the right to enter onto the Property for the purpose described
26 herein, more particularly described in Exhibit "B" attached and for no other purpose. This License is
27 subject and subordinate to the prior and future rights of Licensor in the Property and Licensor's use of the
28 Property for the purposes for which it was acquired. Licensor, at its sole discretion, has the right to

1 require the Licensee to relocate or remove any of the improvements or structures, including the existing
2 6" diameter water pipeline at the Licensee's expense. Upon request by Licensor, Licensee, at Licensee's
3 expense, shall promptly provide information on the exact location of the 6" water pipeline and any other
4 improvements constructed or installed by or for the Licensee under or on the Property.

5 2. Term. The term of this License shall be for 25 years, such term shall commence on the
6 date this License Agreement is executed by all Parties hereto ("Effective Date") and terminate on
7 _____ . The term may be extended upon agreement of the Parties in writing, in 25 year
8 increments up to ninety-nine (99) years, which the last increment shall be a 24 year term. This License
9 may be terminated by either party upon ninety (90) days advance written notice. In the event that the
10 Licensee terminates this License, then Licensee shall pay Licensor's costs and expenses associated with
11 processing the termination, including but not limited to, Licensor staff time and submission costs to
12 Licensor's Board for approval.

13 3. Consideration. Licensee agrees to pay Licensor the sum of Five Thousand Dollars
14 (\$5,000.00) for the Licensor's costs and expenses in processing this License including but not limited to,
15 Licensor's staff time and submission costs to Licensor's Board for approval, as the consideration for the
16 rights granted by this License.

17 4. Notice of Entry. Prior to initial entry upon the Property for any of the purposes
18 hereinabove set forth, Licensee shall notify the authorities in charge named below by written and/or oral
19 notice at least forty-eight (48) hours prior to commencement of entry. Licensee shall also notify
20 authorities in charge at least forty-eight (48) hours prior to cessation of entry.

21 Name: Riverside County Regional Park & Open-Space District

22 Attn: Marc Brewer, Senior Park Planner

23 Address: 4600 Crestmore Road, Jurupa Valley, CA 92509

24 Phone: (951) 955-4316

25 Fax: (951) 955-1383

26 5. Liens. Licensee shall not permit to be placed against the Property, or any part
27 thereof, any design professionals', mechanics', material man's contractors' or subcontractors' liens with
28 the regard to Licensee's actions upon the Property. Licensee agrees to hold Licensor harmless for any

1 loss or expense, including reasonable attorneys' fee, arising from any such liens which might be file
2 against the Property.

3 6. Assumption of the Risk. Licensee assumes all risk of loss to itself, which in any manner
4 may arise out of the use of the Property under this License.

5 7. Indemnification. Licensee shall indemnify, defend and hold harmless the Riverside
6 County Regional Park and Open-Space District, the County of Riverside, its Agencies, Districts, Special
7 Districts and Departments, their respective directors, officers, Board of Directors, Board of Supervisors,
8 elected and appointed officials, employees, agents and representatives ("Indemnified Parties") from any
9 liability, demands, claims, costs, losses, damages, recoveries, settlements and expenses whatsoever, based
10 or asserted upon any act or omission of Licensee, its officers, employees, subcontractors, agents or
11 representatives arising out of or in any way relating to or in any way connected with the Property or this
12 License, resulting in property damage, bodily injury, or death or any other element of any kind or nature
13 whatsoever, including but not limited to damage to any interest of Indemnified Parties, any suits alleging
14 noncompliance with any statute or regulation which in any manner may arise out of the issuing of this
15 License or use by Licensee of the Property or any adjoining land used with the Property. Licensee shall
16 defend the Indemnified Parties in any claim or action, at its sole expense, all costs and fees, including but
17 not limited to, reasonable attorney fees, cost of investigation, defense and settlements or awards,.

18 With respect to any action or claim subject to indemnification herein by Licensee, Licensee shall,
19 at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle,
20 or compromise any such action or claim without the prior consent of Indemnified Parties; provided,
21 however, that any such adjustment, settlement or compromise in no manner whatsoever limits or
22 circumscribes Licensee's indemnification to Indemnified Parties as set forth herein. Licensee's obligation
23 hereunder shall be satisfied when Licensee has provided to Indemnified Parties the appropriate form of
24 dismissal relieving Indemnified Parties from any liability for the action or claim involved. The specified
25 insurance limits required in this License shall in no way limit or circumscribe Licensee's obligations to
26 indemnify and hold harmless the Indemnified Parties herein from third party claims.

27 8. Insurance. As a condition to this License Agreement, without limiting or diminishing
28 the Licensee's obligation to indemnify or hold the Indemnified Parties harmless, Licensee shall procure

1 and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages
2 during the term of this License:

3 During the term of this License, the Licensee shall carry, and cause its contractors, to carry, as a
4 minimum, the following insurance coverage with respect to its activities on the Property: (a) employer's
5 liability insurance with limits of liability not less than \$1,000,000; (b) worker's compensation insurance
6 equal to the statutory requirements, therefore; and (c) comprehensive general liability insurance covering
7 bodily injury and property damage with limits of liability in an amount not less than \$1,000,000, non-
8 aggregating, combined single limit. Certification of such insurance shall be available for review by
9 Licensor and shall be furnished upon request. The insurance requirements contained herein may be met
10 by a program of self-insurance.

11 9. Compliance with Laws. Licensee shall, in all activities undertaken pursuant to this
12 License, comply and cause its contractors, agents, and employees to comply with all federal, state, and
13 local laws, statutes, orders, ordinances, rules, regulations, plans, policies, and decrees. Without limiting
14 the generality of the foregoing, Licensee, at its sole cost and expense, shall obtain any and all permits
15 which may be required by any law, regulation or ordinance for any activities Licensee desires to conduct
16 or have conducted pursuant to this License.

17 10. Inspection. Licensor and its representatives, employees, agents or independent
18 contractors, may enter and inspect the Property or any portion thereof or any improvements thereon at any
19 time and from time to time at reasonable times to verify Licensee's compliance with the terms and
20 conditions of this License.

21 11. Not Real Property Interest. It is expressly understood that this License is not exclusive
22 and does not in any way whatsoever grant or convey any permanent easement, lease, fee or other real
23 property interest in the Property to Licensee.

24 12. Protection and Restoration of the Property. Licensee shall protect the Property, including
25 all improvements and the natural resources thereon, at all times at Licensee's sole cost and expense, and
26 Licensee shall strictly adhere to the following restrictions:

27 A. Licensee may not place or dump garbage, trash or refuse anywhere upon or within
28 the Property, except for self-contained trash receptacles that are maintained to Licensor's satisfaction by

1 Licensee;

2 B. Licensee may not commit or create, or suffer to be committed or created, any
3 waste, hazardous condition and/or nuisance to occur upon the Property;

4 C. Licensee may not cut, prune or remove any native trees or brush upon the Property,
5 except for the elimination of safety hazards without first obtaining written permission by the Licensor;

6 D. Licensee may not disturb, move or remove any rocks or boulders upon the Property
7 except for the elimination of safety hazards without first obtaining written permission by the Licensor;

8 E. Licensee must exercise due diligence in the protection of the Property against
9 damage or destruction by fire, vandalism or other cause.

10 F. Upon the termination or revocation of this License, but before its relinquishment to
11 Licensor, Licensee shall, at its own cost and expense, remove any debris generated by its use and Property
12 shall be left in a neat condition. Licensee agrees not to damage Property in the process of performing the
13 permitted activities.

14 13. Public safety. Licensee shall, or cause its contractors or subcontractors, to take any and all
15 other necessary and reasonable steps to protect the public from harm due to the work.

16 14. Entire agreement. This License Agreement is the result of negotiations between the
17 Parties hereto. The Parties further declare and represent that no inducement, promise or agreement not
18 herein expressed has been made to them and this License contains the entire agreement of the Parties, and
19 that the terms of this License are contractual and not a mere recital. Any ambiguity in the License or any
20 of its provisions shall not be interpreted against the Party drafting the License.

21 15. Warranty of Authority. The undersigned represents that it has the authority to, and does,
22 bind the person or entity on whose behalf and for whom it is signing this License and the attendant
23 documents provided for herein, and this License and said additional documents are, accordingly, binding
24 on said person or entity.

25 16. Assignment. This License shall not, nor shall any interest herein be assigned, mortgaged,
26 hypothecated, or transferred by Licensee, whether voluntary or involuntary or by operation of law, nor
27 shall Licensee let or sublet or grant any license of permit with respect to the use and occupancy of the
28 Property or any portion thereof.

1 17. Choice of Law. This License Agreement will be governed and construed by the laws of
2 the State of California.

3 18. Modification. The License shall not be changed, modified, or amended except upon the
4 written consent of the Parties hereto.

5 IN WITNESS WHEREOF, the Parties hereto have executed this License Agreement on the date as
6 indicated below.

7
8 Dated: _____ [Date to be inserted by the last party executing this License Agreement]
 (Effective Date)

9 **LICENSOR:**
10 Riverside County Regional Park
11 and Open-Space District

12 By: _____
13 Chairman
14 Board of Directors

15 Date: _____

LICENSEE:
Western Municipal Water District
of Riverside County

16 By: _____
17 Name: John V. Rossi
18 Title: GENL MGR

19 Date: 11/20/13

20 **ATTEST:**
21 Clerk of the Board
22 Kecia Harper-Ihem

23 By: _____
24 Deputy

25 **APPROVED AS TO FORM:**
26 Pamela J. Walls
27 County Counsel

28 By: Synthia M. Gunzel
 Synthia M Gunzel
 Deputy County Counsel

EXHIBIT A

Property Description

A parcel of land in Lot 9 and of Tract No. 3736, in the County of Riverside, State of California, as shown by Map on file in book 61, pages 36 and 37, of Maps, in the office of the Recorder of said County of Riverside, being all of APN245-390-008 and 245-390-010 conveyed to Riverside County Regional Park and Open-Space District, by Grant Deed recorded on 4-11-2013, as Doc No. 2013-0171576 recorded in official records in the County of Riverside.

Containing .36 acres, more or less.

RIVERSIDE COUNTY GIS



Selected parcel(s):
245-390-008 245-390-010

IMPORTANT

Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

REPORT PRINTED ON...Wed Oct 16 2013 12:07:33 GMT-0700 (PDT)

Version 131001



SCOTT BANGLE Parks Director/General Manager
KYLA BROWN Chief - Parks & Recreation
KEITH HERRON Chief - Resources & Planning
BRANDE HUNE Chief - Business Operations

Riverside County Regional Park and Open-Space District

NOTICE OF EXEMPTION

TO: County Clerk
County of Riverside
4080 Lemon St.
Riverside, CA 92501

FROM: Riverside County Regional
Park and Open-Space District
4600 Crestmore Road
Jurupa Valley, CA 92509

December 17, 2013

Project Name: License Agreement between Riverside County Regional Park and Open-Space District and Western Municipal Water District of Riverside County to operate and maintain an existing six inch (6") waterline upon Riverside County Regional Park and Open-Space Property

Project Number: N/A

Project Location: Riverside County Assessor's Parcel Numbers 245-390-008 & 245-390-010 located in the Woodcrest area of Western Riverside County in T3SR5W; Section 23

Description of Project: The Riverside County Regional Park & Open-Space District (District) intends to enter into a long term license agreement with Western Municipal Water District of Riverside County (WMWD) to permit WMWD upon the identified properties owned by the District to: construct, use, maintain, alter, add to, repair, replace or remove an existing six inch (6") water line.

Name of Public Agency Approving Project: Riverside County Regional Park & Open-Space District

Name of Person or Agency Carrying Out Project: Riverside County Regional Park & Open-Space District

Exempt Status: California Environmental Quality Act (CEQA) Guidelines, Section 15301, Existing Facilities, Class 1 and Section 15061(b) (3) Exemption

Reasons Why Project is Exempt: The project is exempt from the provisions of CEQA specifically by CEQA Guidelines:

- Section 15301, Class 1 - Existing Facilities- the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion beyond that existing at the time of the lead agency's determination.
- Section 15061(b)(3) - With certainty, there is no possibility that the proposed project may have a significant effect on the environment because the project is the licensing of real property with the existing waterline and does not change the physical characteristics or condition of that real property.

Signed: 
Scott Bangle, General Manager

Date: DEC 17, 2013