

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

610B



FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
September 10, 2013

SUBJECT: Authorization to Convey Easement Interests in Real Property to Eastern Municipal Water District by Easement Deeds; Approve Agreement for Purchase and Sale of Real Property for Easements within Portions of APN's 909-120-016 and 909-120-055, RCFC Parcel Nos. 7020-101A & 7020-102K; District 3/District 3

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the Project is exempt from California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15282(k) and 15061(b)(3); and
2. Adopt Resolution No. F2013-24 Authorization to Convey Easement Interests in Real Property located in the city of Temecula, County of Riverside, State of California, portions of Assessor's Parcel Numbers 909-120-016 and 909-120-055, also referenced as RCFC Parcel Nos. 7020-101A and 7020-102K, respectively, to the Eastern Municipal Water District whereby such easement conveyance would not interfere with the use of this real property for the purposes by the District; and

(Continued on page 2)

AU:rlp

WARREN D. WILLIAMS
General Manager-Chief Engineer

**FINANCIAL
DATA**

Current F.Y. District Cost: \$ N/A
Current F.Y. County Cost: \$ N/A
Annual Net District Cost: \$ N/A

In Current Year Budget: N/A
Budget Adjustment: N/A
For Fiscal Year: N/A

SOURCE OF FUNDS:

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

MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT

On motion of Supervisor Stone, seconded by Supervisor Benoit and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Stone and Benoit
Nays: None
Absent: Ashley
Date: September 10, 2013
xc: Flood, Recorder

Kecia Harper-Ihem
Clerk of the Board

By:
Deputy

Prev. Agn. Ref.:

District: 3rd/3rd

Agenda Number:

11-4

FORM APPROVED COUNTY COUNSEL
BY:
DATE: 8-13-13
CYNTHIA M. GUNZEL

☐ Policy

☐ Consent

Dept Recomm.:

☐ Policy

☐ Consent

Per Exec. Ofc.:

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

SUBJECT: Authorization to Convey Easement Interests in Real Property to Eastern Municipal Water District by Easement Deeds; Approve Agreement for Purchase and Sale of Real Property for Easements within Portions of APN's 909-120-016 and 909-120-055, RCFC Parcel Nos. 7020-101A & -102K
District 3/District 3

SUBMITTAL DATE: September 10, 2013

Page 2

RECOMMENDED MOTION: (continued from page 1)

3. Approve the Agreement for Purchase and Sale of Real Property between the District and the Eastern Municipal Water District ("Agreement") and authorize the Chairman of the Board to execute the Agreement and Easement Deeds for the conveyance of Easement Interests in Real Property from the District to the Eastern Municipal Water District; and
4. Authorize the District's General Manager-Chief Engineer, or his designee, to execute any other documents and administer all actions necessary to complete the transaction.
5. Direct the Clerk of the Board to file the attached Notice of Exemption with the County Clerk upon approval of the Project.

BACKGROUND:

The District owns fee simple title to RCFC Parcel Nos. 7020-101A and 7020-102K with Assessor's Parcel Numbers 909-120-016 and 909-120-055, respectively, for the future improvement of Murrieta Creek Channel, Phase II. The property is located in the city of Temecula parallel to Diaz Road. The two (2) parcels consist of approximately 19.36 acres. Eastern Municipal Water District ("EMWD") currently owns and operates a lift station within APN 909-120-044 which is surrounded by RCFC Parcel No. 7020-102K.

EMWD contacted the District to express a desire to acquire easements from the District. The District has reviewed plans for the construction of 4,245 lineal feet of 30-inch diameter force main from the existing Warm Spring's Lift Station. This facility would be traversing District Parcel Nos. 7020-101A and 7020-102K along Diaz Road, approximately 1,493 lineal feet. EMWD would require variable width easements between 25 and 35 feet to install, construct, operate and maintain this pipeline facility. The District has determined that proposed pipelines described in the construction plans would not interfere with the future development of Murrieta Creek Channel or the use of the real property for the District's purposes. EMWD has provided an independent appraisal establishing the adequate just compensation to be \$8,400 for the two (2) easements, being approximately 30,578 square feet. EMWD desires to purchase the two (2) easements for its pipeline project and the party's desire to enter into an Agreement for the Purchase and Sale of Real Property to provide the terms and conditions of this acquisition by EMWD.

Pursuant to the California Water Code Appendix Ch. 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 property for the purposes of the District.

Therefore, staff is recommending the approval of the Agreement and adoption of Resolution No. F2013-24 to authorize conveyance of easements within Parcel Nos. 7020-101A and 7020-102K because it was determined that such conveyance to EMWD would not interfere with the use of the real property for the District's purposes.

**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 Eastern Municipal Water District by Easement Deeds; Approve Agreement for Purchase and Sale of Real Property for Easements within Portions of APN's 909-120-016 and 909-120-055, RCFC Parcel Nos. 7020-101A & -102K
District 3/District 3

SUBMITTAL DATE: September 10, 2013

Page 3

BACKGROUND: (continued from page 2)

Pursuant to the California Environmental Quality Act (CEQA), the Project was reviewed and determined to be statutorily exempt from CEQA under CEQA Guidelines Section 15282(k) Pipelines of Less than One Mile and categorically exempt under CEQA Guidelines Section 15061(b)(3). The conveyance of the easement interest is needed by EMWD in order for EMWD to further its project of installing and constructing of a 30-inch diameter parallel force main pipeline from EMWD's Warm Springs Lift Station to the Temecula Valley Regional Water Reclamation Facilities. Public Resources Code Section 21080.21 (CEQA Guidelines Section 15282(k)) statutorily exempts and excludes from CEQA any project of less than a mile in length within a public right of way for the installation of a new pipeline. The easement interest is to be granted specifically for the installation of such a pipeline within the District's right of way interest. This conveyance falls within the scope of what is reasonably foreseeable to be included in EMWD's project because EMWD did not yet have the right or ownership interest when it identified its project. In addition, it can be seen with certainty that there is no possibility that the activity in question will have a significant effect on the environment because the District is merely conveying an easement interest in real property and this conveyance does not effect a change in the environment.

Resolution No. F2013-24 has been approved as to form by County Counsel.

FINANCIAL:

All costs shall be borne by Eastern Municipal Water District.

BOARD OF SUPERVISORS**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT****RESOLUTION NO. F2013-24**

AUTHORIZATION TO CONVEY EASEMENT INTERESTS IN REAL PROPERTY
TO EASTERN MUNICIPAL WATER DISTRICT,
WITHIN PORTIONS OF
ASSESSOR'S PARCEL NUMBERS 909-120-016 AND 909-120-055,
RCFC PARCELS 7020-101A AND 7020-102K, RESPECTIVELY

WHEREAS, the Riverside County Flood Control and Water Conservation District ("District"), is the owner of certain real property located in the city of Temecula, County of Riverside, State of California, property consisting of approximately 19.36 acres of land, within the Murrieta Creek Channel, Phase II Project, with Assessor's Parcel Numbers 909-120-016 and 909-120-055, also referenced as RCFC Parcels 7020-101A and 7020-102K ("Property"), respectively; and

WHEREAS, Eastern Municipal Water District ("EMWD") desires to purchase two (2) easements for the installation, construction, operation and maintenance of a 30-inch diameter force main, the first being 6,795± square feet within Property, referred to as RCFC Parcel 7020-101A, and the second being 23,783± square feet within Property, referred to as RCFC Parcel 7020-102K; and

WHEREAS, pursuant to the California Water Code Appendix Ch. 48, §9, the Board of Supervisors for the District has the power to grant any interest in real property it owns to other 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 EMWD's construction plans for the Warm Springs 30-inch Force Main Project and determined that the proposed easement conveyance would not interfere with the future improvements within Murrieta Creek Channel nor with the use of the real property for the District's purposes.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Supervisors of the Riverside County Flood Control and Water Conservation District, in regular session assembled on September 10, 2013, at or after 10:30 a.m., in its meeting room

FORM APPROVED COUNTY COUNSEL
BY: Synthia M. Gunzel 8-13-13
DATE: _____
SYNTHIA M. GUNZEL

1 located on the 1st Floor of the County Administrative Center, 4080 Lemon Street, Riverside,
 2 California, with at least four-fifths of all members concurring, finds that the proposed easement
 3 conveyance would not interfere with the use of the real property for the District's purposes and
 4 authorizes the conveyance to the Eastern Municipal Water District of the following described
 5 real property:

6 Easement interests in certain real property within portions of Assessor's Parcel Numbers
 7 909-120-016 and 909-120-055, located in the city of Temecula, County of Riverside, State
 8 of California, referenced as RCFC Parcels 7020-101A and 7020-102K, more particularly
 9 described and shown within Attachments "1" and "2" as Exhibits "A" and "B", attached
 10 hereto and by this reference incorporated herein,

11 for a purchase price of eight thousand four hundred dollars (\$8,400) and under the terms and
 12 conditions of the Agreement (hereinafter defined) between the parties.

13 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Board
 14 approves the Agreement for the Purchase and Sale of Real Property between the District and
 15 EMWD ("Agreement") and authorizes the Chairman of the Board of Supervisors of the District
 16 to execute the Agreement on behalf of the District and the Easement Deeds conveying the
 17 easement interests to EMWD.

18 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Board
 19 authorizes the General Manager-Chief Engineer, or his designee, to execute any other associated
 20 documents to complete the conveyance of the easement interests in real property to EMWD and
 21 this transaction.

22 ROLL CALL:

23 Ayes: Jeffries, Tavaglione, Stone and Benoit
 24 Nays: None
 25 Absent: Ashley

26 The foregoing is certified to be a true copy of a resolution duly
 27 adopted by said Board of Supervisors on the date therein set forth.

28 KECIA HARPER-IHEM, Clerk of said Board

By _____
 Deputy

EXHIBIT "A"

**EASTERN MUNICIPAL WATER DISTRICT
SEWER EASEMENT
RCFC PARCEL 7020-101A1**

W.O.: 12900

APN: 909-120-016

**GRANTOR: RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

LEGAL DESCRIPTION

THAT CERTAIN PARCEL OF LAND SITUATED IN THE CITY OF TEMECULA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING A PORTION OF LOT "D" OF PARCEL MAP 13542 AS SHOWN BY MAP THEREOF FILED IN BOOK 73, PAGES 6 THROUGH 9 OF PARCEL MAPS, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT "D";

THENCE NORTH 45°22'02" EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT "D" A DISTANCE OF 36.66 FEET;

THENCE LEAVING SAID NORTHWESTERLY LINE SOUTH 61°57'56" EAST A DISTANCE OF 188.47 FEET;

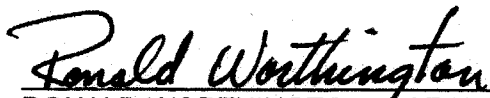
THENCE SOUTH 28°02'04" WEST A DISTANCE OF 35.00 FEET TO THE SOUTHWESTERLY LINE OF SAID LOT "D";

THENCE NORTH 61°57'56" WEST ALONG SAID SOUTHWESTERLY LINE A DISTANCE OF 199.40 FEET TO THE **POINT OF BEGINNING**.

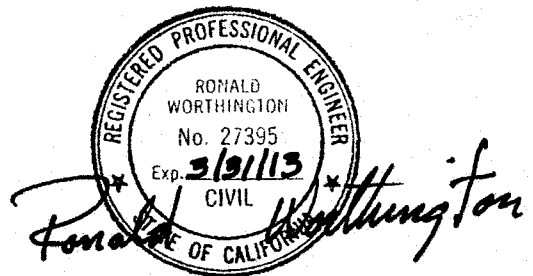
CONTAINING 0.156 ACRES, MORE OF LESS.

EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.


RONALD WORTHINGTON, RCE NO. 27395
EXPIRATION DATE: 03/31/2013

DATE: 2/19/2013




[illegible]80
SCALE IN FEET**PROPERTY DESCRIPTION**

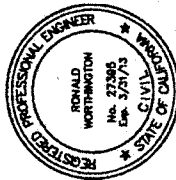
IN THE CITY OF TEMECULA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,
BEING A PORTION OF LOT "D" OF PARCEL MAP 13542, P.M. 73/6-9,
RIVERSIDE COUNTY RECORDS.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS PLAT IS THE CENTERLINE OF DIAZ ROAD
TAKEN AS N61°57'56"W PER P.M. 73/6-9, RIV. CO. REC.

() INDICATES RECORD DATA PER P.M. 73/6-9, RIV. CO. REC.

 INDICATES EMWD SEWER EASEMENT.
0.156 ± AC.



PREPARED UNDER MY DIRECTION

Ronald Worthington
RONALD WORTHINGTON/RCE 27395
EXP. DATE 3/31/13
DATE: 2/19/13

VICINITY MAP
NTS

ENGINEERING RESOURCES

3550 E. Florida Avenue, Suite B
Hemel, California 92544
(951) 785-6622 Fax (951) 785-6821

SEC. 34, T. 7 S. R. 3 W. [TEMECULA RANCHO]

T:\PROJECTS\MIKEL\TEMP.M.dwg 11/14/12 REV. 2/06/13 (96013122)

NO.	DATE	INITIAL	REVISIONS	APPROVAL
			DESCRIPTION	
			REFERENCES	
			P.M. 6/75	
			P.M. 73/6-9	
			M.B. 128/4E-43	
			SCALE AS SHOWN	
			DESIGNED	
			DRAWN M.L. (CERSO)	
			TRACED	
			CHECKED R.V. (CERSO)	
			RECORDING DATA	
			INSTR. NO.	
			T.S.	
			ENGINEERING	
			SURVEY OF WAY	
			DATE:	
<div style="text-align: right;"> EASTERN MINERAL WATER DISTRICT RIVERSIDE COUNTY, CALIFORNIA EMDM GRANT OF EASEMENT PLAT PROPERTY OF: RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT APPROVED _____ DATE <u>02-21-2013</u> <u>Rosemary J. Davis</u> EASTERN MINERAL WATER DISTRICT </div>				
EA				12900
CD				
COORD.	5A & 5C			
SER.	1 OF 1			
RB				

EXHIBIT "A" SEWER EASEMENT
APN: 909-120-055

EXHIBIT "A"

**EASTERN MUNICIPAL WATER DISTRICT
SEWER EASEMENT
RCFC PARCEL 7020-102K1**

**W.O.: 12900
APN: 909-120-055
GRANTOR: RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

LEGAL DESCRIPTION

THAT CERTAIN PARCEL OF LAND SITUATED IN THE CITY OF TEMECULA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL 4 OF PARCEL MAP 4646 AS SHOWN BY MAP THEREOF FILED IN BOOK 6, PAGE 75 OF PARCEL MAPS, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO RANCHO CALIFORNIA WATER DISTRICT BY GRANT DEED RECORDED APRIL 8, 1996 AS INSTRUMENT NO. 126107, OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY, SAID MOST WESTERLY CORNER BEING A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF DIAZ ROAD AS CONVEYED TO RIVERSIDE COUNTY BY CERTIFICATE OF DEDICATION RECORDED NOVEMBER 16, 1972 AS INSTRUMENT NO. 152905, OFFICIAL RECORDS OF SAID COUNTY;

THENCE NORTH 61°58'22" WEST ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF DIAZ ROAD A DISTANCE OF 1,023.54 FEET TO THE MOST SOUTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO EASTERN MUNICIPAL WATER DISTRICT BY GRANT DEED RECORDED JUNE 30, 1989 AS INSTRUMENT NO. 218393, OFFICIAL RECORDS OF SAID COUNTY;

THENCE NORTH 28°01'38" EAST ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL CONVEYED TO EASTERN MUNICIPAL WATER DISTRICT A DISTANCE OF 20.00 FEET;

THENCE LEAVING SAID SOUTHEASTERLY LINE SOUTH 61°58'22" EAST, PARALLEL WITH SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF DIAZ ROAD, A DISTANCE OF 802.97 FEET;

THENCE NORTH 28°01'38" EAST A DISTANCE OF 15.00 FEET;

THENCE SOUTH 61°58'22" EAST, PARALLEL WITH SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF DIAZ ROAD, A DISTANCE OF 220.57 FEET TO THE NORTHWESTERLY LINE OF THE AFORESAID PARCEL CONVEYED TO RANCHO CALIFORNIA WATER DISTRICT;

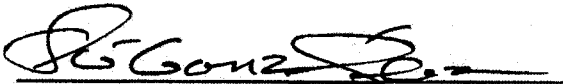
THENCE SOUTH 28°01'38" WEST A LONG SAID NORTHWESTERLY LINE A DISTANCE OF 35.00 FEET TO THE **POINT OF BEGINNING**.

EXHIBIT "A" SEWER EASEMENT
APN: 909-120-055

CONTAINING 0.546 ACRES, MORE OR LESS.

EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PARTHEREOF.

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY
DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.



ALEXANDER E. GONZALEZ, PLS 7692
EXPIRATION DATE: 12/31/2014

DATE: 07-22-2013




[illegible]

IN THE CITY OF TEMECULA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,
BEING A PORTION OF PARCEL 4 OF PARCEL MAP 4646, P.M. 6/75,
RIVERSIDE COUNTY RECORDS.

BASIS OF BEARINGS

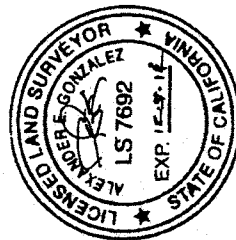
THE BASIS OF BEARINGS FOR THIS PLAT IS THE CENTERLINE OF DIAZ ROAD
TAKEN AS N61°58'22"W PER P.M. 6/75, RV. CO. REC.

() INDICATES RECORD DATA PER P.M. 6/75, RIV. CO.
REC.

 INDICATES EMWD SEWER EASEMENT.
0.546 ± AC.

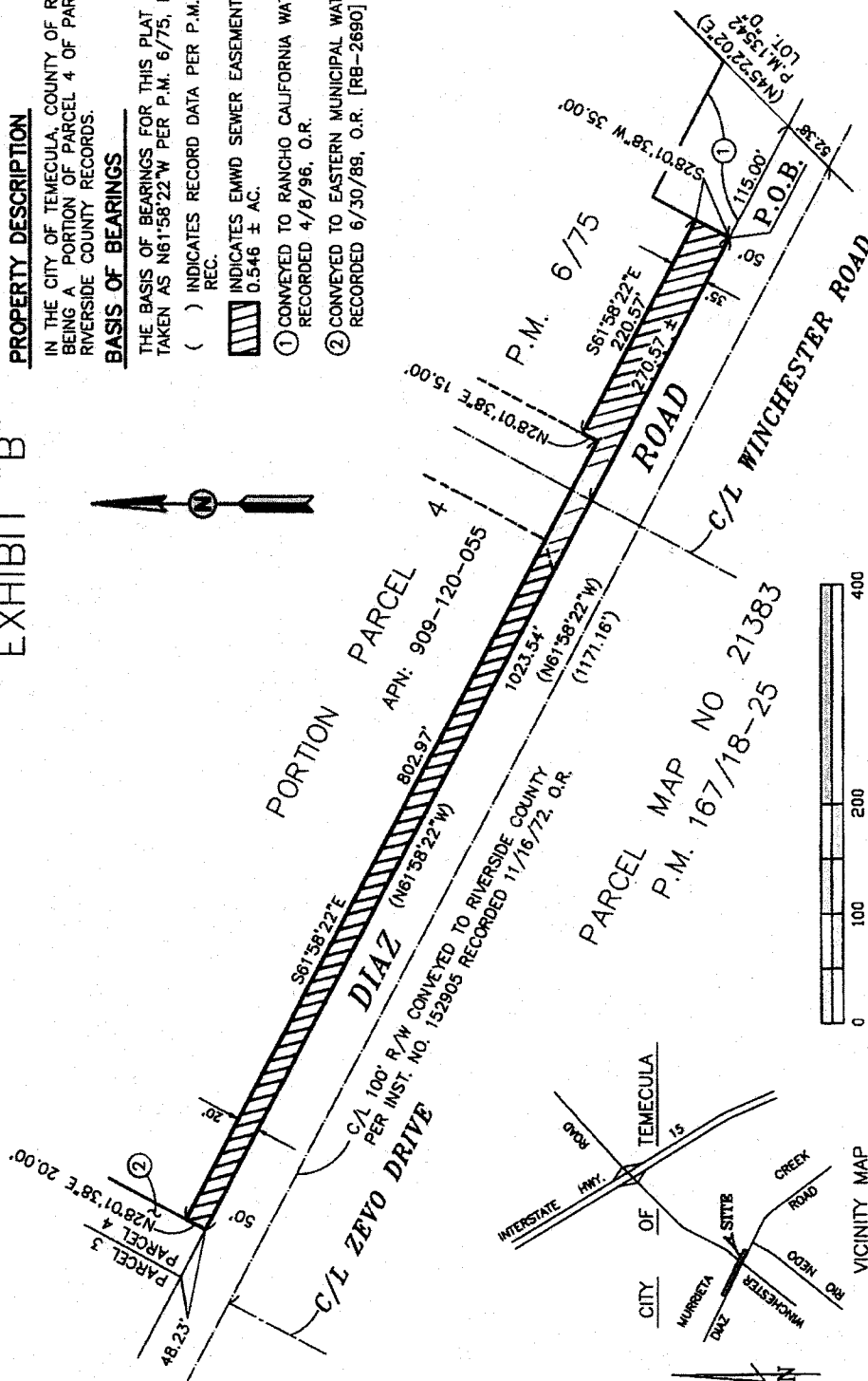
① CONVEYED TO RANCHO CALIFORNIA WATER DISTRICT PER INST. NO. 126107
RECORDED 4/8/96, O.R.

② CONVEYED TO EASTERN MUNICIPAL WATER DISTRICT PER INST. NO. 218393
RECORDED 6/30/89, O.R. [RB-2690]



PREPARED UNDER MY DIRECTION

ALEXANDER E. GONZALEZ, PLS 7692
EXP. DATE 12/31/2014
DATE : 02-21-2013



11/14/13 REV. 2/13/13

SEC. 34, T. 7 S. R. 3 W. [TEMECULA RANCHO]

[illegible]

Notice of Exemption

California State Clearinghouse Handbook

Form D

To: Office of Planning and Research
P.O. Box 3044, 1400 Tenth Street, Room 222
Sacramento, CA 95812-3044

From: Riverside County Flood Control District
1995 Market Street
Riverside, CA 92501

☒ County Clerk
County of Riverside
2724 Gateway Drive
Riverside, CA 92507

Original Negative Declaration
Determination was routed to County
Clerks for posting on.

9/12/13

Kb

Date

Initial

Project Title: Authorization to Convey Easement Interests in Real Property to Eastern Municipal Water District by Easement Deeds

Project Location – Specific:

The proposed activity is located in the city of Temecula, generally following east of the intersection of Zevo Drive and Diaz Road. The proposed project is located within Township 7 South, Range 3 West, Sections 34 and 35 of the Murrieta 7.5 Minute US Geological Survey (USGS) Topographic Quadrangle.

Project location – City: Temecula

Project Location – County: Riverside

Project Description:

To approve an agreement with Eastern Municipal Water District (EMWD) for the purchase and sale of real property for easements within portions of Assessor's Parcel Numbers 909-120-016 and 909-120-055 (Riverside County Flood Control Parcel Numbers 7020-101A and 120K). This easement will be used by EMWD to install and maintain a 30" diameter sewer line. The installation of the sewer line is permitted by the District under Encroachment Permit 7-0-00020-3371.

Name of Public Agency Approving Project: Riverside County Flood Control and Water Conservation District

Name of Person or Agency Carrying Out Project: Eastern Municipal Water District

Exempt Status: (check one)

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
☐ Categorical Exemption. State type and section number:
☒ Statutory Exemptions. State code number: Section 15282(k)

Reasons why project is exempt:

The proposed project meets the following statutory exemption criteria set forth in CEQA Guidelines:

CEQA Guidelines Section 15282(k) Pipelines of Less than One Mile and categorically exempt under CEQA Guidelines Section 15061(b)(3). The conveyance of the easement interest is needed by EMWD in order for EMWD to further its project of installing and constructing of a 30" diameter parallel force main pipeline from EMWD's Warm Springs Lift Station to the Temecula Valley Regional Water Reclamation Facilities. Public Resources Code Section 21080.21 (CEQA Guidelines Section 15282(k)) statutorily exempts and excludes from CEQA any project of less than a mile in length within a public right of way for the installation of a new pipeline. The easement interest is to be granted specifically for the installation of such a pipeline within the District's right of way interest. This conveyance falls within the scope of what is reasonably foreseeable to be included in EMWD's project because EMWD did not yet have the right or ownership interest when it identified its project. In addition, it can be seen with certainty that there is no possibility that the activity in question will have a significant effect on the environment because the District is merely conveying an easement interest in real property and this conveyance does not effect a change in the environment.

Lead Agency: Riverside County Flood Control and Water Conservation District

Contact Person: Kris Flanigan Area Code/Telephone/Extension: 951.955.8581

If filed by applicant:

1. Attached environmental document and exemption findings.
 2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☒ No

Signature: [Signature] Date: July 30, 2013 Title: General Manager-Chief Engineer

☒ Signed by Lead Agency

Date received for filing at OPR: N/A

☐ Signed by Applicant

Project: Murrieta Creek Phase II
Project No. 7-0-00021
APNs: 909-120-016 and -055
RCFC Parcels 7020-101A and 102K

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY ("AGREEMENT") is entered into this 10th day of September, 2013, by and between the Riverside County Flood Control and Water Conservation District, a body politic (hereinafter called "SELLER") and Eastern Municipal Water District, a public agency of the State of California (hereinafter called "BUYER") for acquisition by BUYER of certain easement interests in real property hereinafter set forth.

RECITALS

A. SELLER is the owner of certain real property located in the city of Temecula, County of Riverside, State of California, property consisting of approximately 19.36 acres of land, within the Murrieta Creek Channel Phase II Project, with Assessor's Parcel Numbers 909-120-016 and 909-120-055, also referenced as RCFC Parcels 7020-101A and 7020-102K, as depicted on Plat Map identified as Attachment "1", attached hereto and made a part hereof (hereinafter called "SELLER PROPERTY").

B. BUYER desires to purchase and SELLER desires to sell easement interests in real property as specifically described herein.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. AGREEMENT TO PURCHASE AND SALE. For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, BUYER agrees to purchase from SELLER and SELLER agrees to sell to BUYER, easement interests in a portion of the SELLER PROPERTY, being 6795± square feet and 23,783± square feet in real property of RCFC Parcels 7020-101A and 7020-102K, respectively, ("EASEMENTS") and legally described and depicted as follows:

SEE EXHIBITS "A" AND "B", WITHIN ATTACHMENTS "2" AND "3"

ATTACHED HERETO

AND BY THIS REFERENCE MADE A PART HEREOF

for the purpose of installation, construction, operation and maintenance of a sewage transmission and collection pipeline facility being referred as EMWD W.O. 12900/Warm Springs 30" Force Main Project (hereinafter called "EMWD Project"); pursuant to the terms, conditions and for the consideration set forth in this AGREEMENT.

2. PURCHASE PRICE. The total purchase price to be paid by BUYER is eight thousand four hundred dollars (\$8,400), which is specifically agreed by the Parties to be the full amount of compensation due and owing to the SELLER for the EASEMENTS conveyed by Easement Deed in favor of BUYER. BUYER shall tender payment, within thirty (30) days from the approval by the Board of Supervisors of the Riverside County Flood Control and Water Conservation District, the entire purchase price to the SELLER.

1 the Board of Supervisors of the Riverside County Flood Control and Water Conservation
2 District, the entire purchase price to the SELLER.

3 3. NECESSARY CONDITIONS. Upon the approval by the Board of Supervisors of the
4 Riverside County Flood Control and Water Conservation District, SELLER will execute two (2)
5 Easement Deeds, substantially in the form attached hereto and referenced as Attachments "2"
6 and "3" sufficient for recording, conveying the EASEMENTS described in said Exhibits "A" and
7 "B", to the BUYER. Delivery of said Easement Deeds shall be made to BUYER upon receipt of
8 the Purchase Price from BUYER to SELLER. BUYER and SELLER shall provide any
9 additional instruments as may be necessary to complete this transaction. BUYER and SELLER
10 hereby agree to cooperate with the execution of all documents necessary to complete the transfer
11 of the property.

12 4. PERMISSION TO ENTER ON PREMISES. SELLER hereby grants to the BUYER, or
13 its authorized agents, permission to enter upon the property to be conveyed to them at all
14 reasonable times prior to close of this transaction for the purpose of making necessary or
15 appropriate inspections.

16 5. COUNTERPARTS. This AGREEMENT may be executed in counterparts, each of
17 which so executed shall, irrespective of the date of its execution and delivery, be deemed an
18 original, and all such counterparts together shall constitute one and the same instrument.

19 6. POSSESSION OF REAL PROPERTY. Use of the EASEMENTS shall be given to
20 BUYER upon the consummation of this transaction.

21 7. DISTRICT REPRESENTATIVE. The General Manager-Chief Engineer, or his
22 designee, serves as the representative on behalf of SELLER for the purpose of administering and
23 performing administrative or ministerial actions necessary to complete this transaction, including
24 executing any other related forms or documents to consummate the purchase and the
25 conveyance.

26 8. NOTICES. All notices and demands shall be given in writing by certified mail, postage
27 prepaid, and return receipt requested, or by personal delivery. Notices shall be considered given
28 upon the earlier of (a) personal delivery, (b) two (2) business days following deposit in the
United States mail, postage prepaid, certified or registered, return receipt requested, or (c) one
(1) business day following deposit with an overnight carrier service. Notices shall be addressed
as provided below for the respective party. The parties agree, however, that if any party gives
notice in writing of a change of name or address to the other party, notices to such party shall
thereafter be given as demanded in that notice:

24	SELLER:	Riverside County Flood Control
25		and Water Conservation District
26		Attention: Greg Walker
27		1995 Market Street
28		Riverside, CA 92501

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

4 BUYER: Eastern Municipal Water District
 5 2270 Trumble Road
 6 Post Office Box 8300
 Perris, CA 92572-8300
 7 Attn: Right of Way Staff

8 9. MISCELLANEOUS.

- 9 A. Natural Hazard Disclosure Statement. SELLER will provide to BUYER within
 10 the time allowed by law a Natural Hazard Disclosure Statement, if required, in
 11 accordance with California Government Code Sections 8589.3-8589.4 and
 51183.5 and Public Resources Code Sections 4136, 2621.9 and 2694.
- 12 B. Default. In the event of a material breach or material default under this
 13 AGREEMENT by either the BUYER or SELLER, the non-defaulting party shall
 14 have, in addition to all rights available at law or equity, the right to terminate this
 15 AGREEMENT for the purchase and sale of the EASEMENTS, by delivering
 16 written notice thereof to the defaulting party and to Escrow Holder, and if the
 17 BUYER is the non-defaulting party, the BUYER shall thereupon promptly
 receive a refund of all prior deposits, if any. Such termination of the Escrow by a
 non-defaulting party shall be without prejudice to the non-defaulting party's rights
 and remedies at law or equity.
- 18 C. Further Instructions. Each party agrees to execute such other and further escrow
 19 instructions as may be necessary or proper in order to consummate the transaction
 contemplated by this AGREEMENT.
- 20 D. Amendments. Any amendments to this AGREEMENT shall be effective only in
 21 writing and when duly executed by both the BUYER and SELLER.
- 22 E. Applicable Law. This AGREEMENT shall be construed and interpreted under,
 23 and governed and enforced according to the laws of the State of California. Venue
 for any proceeding related to this AGREEMENT shall be in the County of
 Riverside.
- 24 F. Entire Agreement. This AGREEMENT contains the entire agreement between
 25 the undersigned parties respecting the subject matter set forth herein, and
 26 expressly supersedes all previous or contemporaneous agreements,
 27 understandings, representations, or statements between the parties respecting said
 subject matter (whether oral or in writing). No person is authorized to make, and
 28 by execution hereof SELLER and BUYER acknowledge that no person has made,
 any representation, warranty, guaranty or promise except as set forth herein; and

no agreement, statement, representation or promise made by any such person which is not contained herein shall be valid or binding on SELLER or BUYER.

- G. Successors and Assigns. This AGREEMENT shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.
- H. Time of Essence. The parties acknowledge that time is of the essence in this AGREEMENT.
- I. Remedies Not Exclusive and Waivers. No remedy conferred by any of the specific provisions of this AGREEMENT is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise.
- J. Interpretation and Construction. The parties agree that each party has reviewed this AGREEMENT and that each has had the opportunity to have their legal counsel review and revise this AGREEMENT and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this AGREEMENT or any amendments or Exhibits thereto. In this AGREEMENT the neutral gender includes the feminine and masculine, and singular number includes the plural, and the words "person" and "party" include corporation, partnership, firm, trust, or association wherever the context so requires. The recitals and captions of the sections and subsections of this AGREEMENT are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this AGREEMENT.
- K. Counterparts. This AGREEMENT may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.
- L. Partial Invalidity. If any term or provision of this AGREEMENT shall be deemed to be invalid or unenforceable to any extent, the remainder of this AGREEMENT will not be affected thereby and each remaining term and provision of this AGREEMENT will be valid and be enforced to the fullest extent permitted by law.

10. SIGNATURES. This AGREEMENT will have no force or effect whatsoever unless and until it is signed by duly authorized representatives for each of the two (2) transacting parties.

///

///

///

(Signatures on next page)

1 IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year
2 set forth hereinabove.

3 BUYER:

4 **EASTERN MUNICIPAL WATER DISTRICT,**
5 a public agency of the State of California

6 By: 

7 PAUL D. JONES II, P.E.,
8 General Manager

9 SELLER

10
11 RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

12
13 By: 

14 WARREN D. WILLIAMS
15 General Manager-Chief Engineer

By: 

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

16
17 APPROVED AS TO FORM:

ATTEST:

18 PAMELA WALLS
19 COUNTY COUNSEL

KECIA HARPER-IHEM
Clerk of the Board

20
21 By: 

22 Cynthia M. Gunzel
Deputy County Counsel

By: 

Deputy
(SEAL)

23 AU:rlp
24 07/29/13

909-12
20-12

T.R.A. 013-067
013-061
013-064

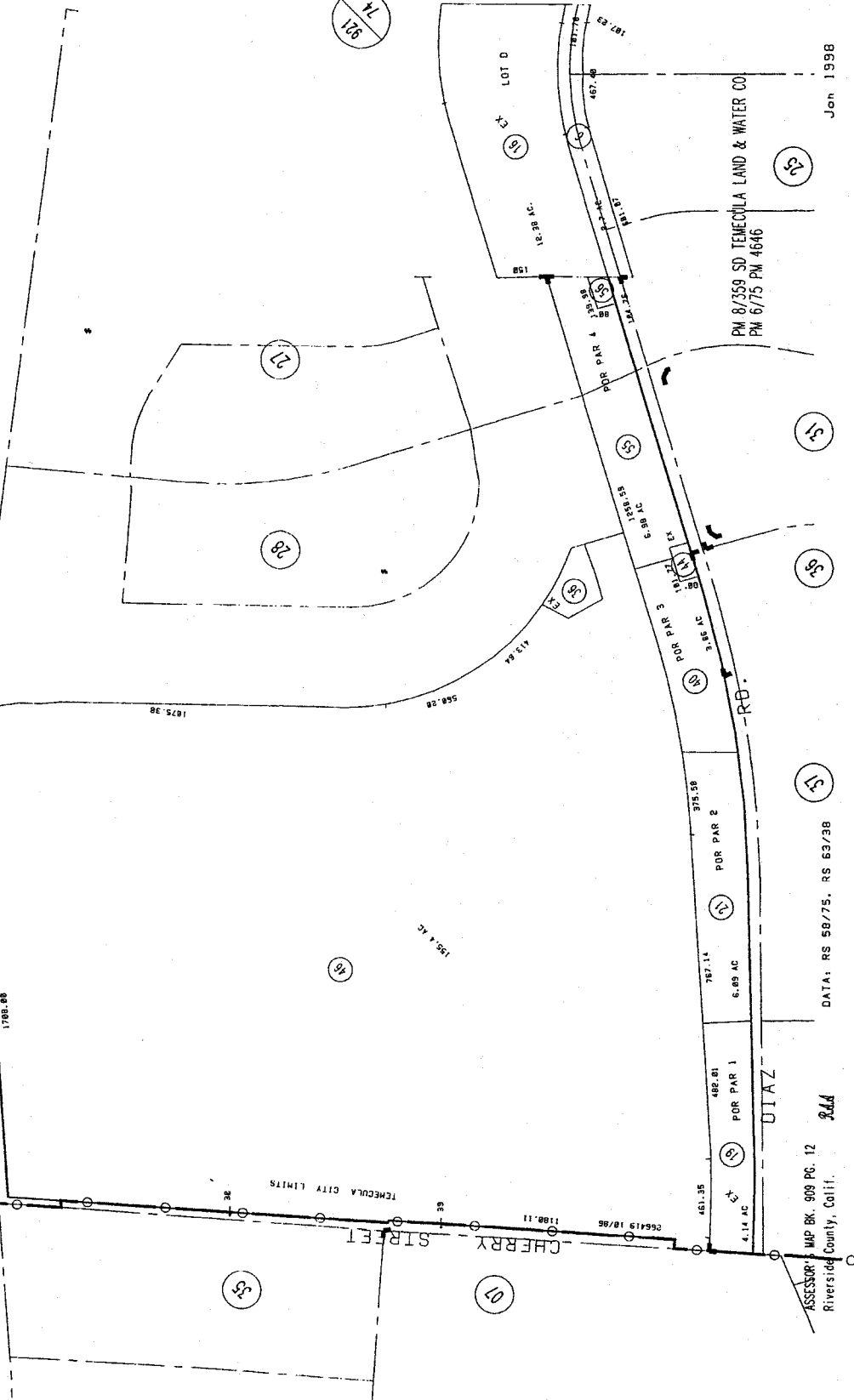
SEC. 34 35 T.7S., R.3W
CITY OF TEMECULA

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY
IS ASSUMED BY THE ASSessor FOR ANY ERRORS OR OMISSIONS. THE
MAP MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.

910

JEFFERSON AVE.

1788.88



DATE	REV. NO.	REV. BY
07/23	1	9.10
07/23	2	11.12

DATE	REV. NO.	REV. BY
07/23	1	9.10
07/23	2	11.12

DATE	REV. NO.	REV. BY
07/23	1	9.10
07/23	2	11.12

DATE	REV. NO.	REV. BY
07/23	1	9.10
07/23	2	11.12

DATA: RS 58/75, RS 63/38

ASSESSOR'S MAP BK 909 PG. 12
Riverside County, Calif.

Jan 1998

RECORDING REQUESTED BY AND WHEN
RECORDED RETURN TO:

Eastern Municipal Water District
P.O. Box 8300
Perris, CA 92572-8300

Attn: Right of Way Department

This Document Must Be Signed in Presence of
Notary & Notarized.

APN: 909-120-016
W.O.: 12900
RB-

No Recording Fee Required Pursuant to Government Code Section 27383

GRANT OF EASEMENT

RCFC PARCEL 7020-101A1

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT,

(hereinafter referred to as "Grantor") does hereby grant to **EASTERN MUNICIPAL WATER DISTRICT**, a public agency of the State of California, its successors and assigns (hereinafter referred to as "Grantee") a perpetual non-exclusive easement and right of way to construct, enlarge, reconstruct, remove and replace, operate, inspect, maintain, repair, improve and relocate, sewage transmission and collection facilities, including, but not limited to, gravity pipelines, pressure pipelines, manholes, connections, and appurtenant equipment for the collection and transmission of sewage, in, on, over, under, upon, along, through and across the property hereinafter described, together with reasonable right of access to and from said easement for the purpose of exercising the rights granted in said easement.

Said easement shall be in, under, over and across that certain property situated in the County of Riverside, State of California, described as follows:

(SEE EXHIBITS "A" AND "B" ATTACHED HERETO AND MADE A PART HEREOF)

The foregoing easement shall include the right to enter upon and pass and repass over and along said strip or strips of land, and to deposit tools, implements and other materials thereon by Grantee, its officers, agents and employees, and by persons under contract to construct said pipeline or pipelines, and their employees, whenever and wherever necessary for the purpose of exercising the rights herein granted.

Grantor retains the right to the use of the land described herein except as to any use in derogation of the easement contained herein, and specifically agrees that no trees shall be planted thereon and no buildings or other structures of any kind will be placed, constructed or maintained over the real property described herein. Any work by Grantor, or any one working through or under Grantor, affecting the surface or subsurface of the ground subject to this easement shall be performed only after giving written notice by certified mail, postage paid, addressed to Grantee at Grantee's office setting forth the proposed changes in detail. Such notice is to be given to the Grantee at least thirty (30) business days prior to commencement of such work and is subject to approval by Grantee.

Notwithstanding the foregoing, the surface of the ground with respect to the distance from the ground surface to the top of any pipes, as of the date of this easement, shall not be changed by any party other than Grantee, if it results in:

- (a) "Cutting" or removing the soil, which leaves less than forty-eight (48) inches of soil over the top of the pipe; and
- (b) "Hauling" in of soil or "filling" which will leave more than twelve (12) feet of soil over the top of any pipe.

It is understood that the permanent easements and the rights of way above described shall be acquired subject to the rights of the Grantor, Grantor's successors, heirs and assigns, to use the surface of the real property within the boundaries of such easements and rights of way. It is understood that any use of the surface rights by Grantor, and Grantor's successors, heirs and assigns, shall be deemed a continuing permissive use allowed by Grantee, its successors, heirs and assigns, and each successor-in-interest of the Grantor, by acceptance of a conveyance of said property or interest therein admits and agrees that any such use is a continuing permissive use. It is understood that each and every right and privilege hereby granted is free and alienable. Notwithstanding the foregoing, it is understood and agreed that this Grant of Easement shall not be construed as a Grant of Fee Title.

Grantee, its successors and assigns, shall restore, or cause to be restored, the surface or subsurface of the real property hereinabove described to the condition said property was in as of the time of performance of any enlargement, construction, reconstruction, removal and replacement, operation, inspection, maintenance, repair, improvement and relocation, and such restoration shall be performed with due diligence and dispatch.

IN WITNESS WHEREOF, this instrument has been executed this _____ day of _____, 20____.

GRANTOR:
RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

Date _____

By: _____
MARION ASHLEY
Chairman
Board of Supervisors

APPROVED AS TO FORM:
PAMELA J. WALLS
County Counsel

By: *Synthia M. Gunzel*
SYNTHIA M. GUNZEL
Deputy County Counsel

STATE OF CALIFORNIA)
)ss
COUNTY OF RIVERSIDE)

On _____, 2013, before me, _____, Board Assistant, personally appeared **Marion Ashley**, Chairman of the Board of Supervisors of the Riverside County Flood Control and Water Conservation District, State of California, who provided to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument; and that a copy of this paper, document or instrument has been delivered to the chairperson.

I certify under the penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal

KECIA HARPER-IHEM
Clerk of the Board of Supervisors

By: _____
Deputy

(Seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by Grant of Easement dated

_____, 20__ from:

Riverside County Flood Control and Water Conservation District

to the **EASTERN MUNICIPAL WATER DISTRICT**, a public agency of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the Board of Directors pursuant to authority conferred by Resolution No. 80 of the Board of Directors adopted on January 14, 1953, and the Grantee consents to the recordation thereof by its duly authorized officer or agent.

EASTERN MUNICIPAL WATER DISTRICT

DATE: _____

BY: _____

**Rosemarie V. Howard, Secretary
Of the Eastern Municipal Water District
And the Board of Directors thereof**

(SEAL)

STATE OF CALIFORNIA)
)ss
COUNTY OF RIVERSIDE)

On _____, 2013, before me, _____, Board Assistant, personally appeared **Marion Ashley**, Chairman of the Board of Supervisors of the Riverside County Flood Control and Water Conservation District, State of California, who provided to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument; and that a copy of this paper, document or instrument has been delivered to the chairperson.

I certify under the penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal

KECIA HARPER-IHEM
Clerk of the Board of Supervisors

By: _____
Deputy

(Seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by Grant of Easement dated

_____, 20__ from:

Riverside County Flood Control and Water Conservation District

to the **EASTERN MUNICIPAL WATER DISTRICT**, a public agency of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the Board of Directors pursuant to authority conferred by Resolution No. 80 of the Board of Directors adopted on January 14, 1953, and the Grantee consents to the recordation thereof by its duly authorized officer or agent.

EASTERN MUNICIPAL WATER DISTRICT

DATE: _____

BY: _____

**Rosemarie V. Howard, Secretary
Of the Eastern Municipal Water District
And the Board of Directors thereof**

(SEAL)

EXHIBIT "A"

**EASTERN MUNICIPAL WATER DISTRICT
SEWER EASEMENT
RCFC PARCEL 7020-101A1**

W.O.: 12900

APN: 909-120-016

**GRANTOR: RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

LEGAL DESCRIPTION

THAT CERTAIN PARCEL OF LAND SITUATED IN THE CITY OF TEMECULA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING A PORTION OF LOT "D" OF PARCEL MAP 13542 AS SHOWN BY MAP THEREOF FILED IN BOOK 73, PAGES 6 THROUGH 9 OF PARCEL MAPS, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT "D";

THENCE NORTH 45°22'02" EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT "D" A DISTANCE OF 36.66 FEET;

THENCE LEAVING SAID NORTHWESTERLY LINE SOUTH 61°57'56" EAST A DISTANCE OF 188.47 FEET;

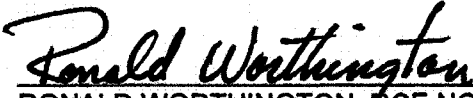
THENCE SOUTH 28°02'04" WEST A DISTANCE OF 35.00 FEET TO THE SOUTHWESTERLY LINE OF SAID LOT "D";

THENCE NORTH 61°57'56" WEST ALONG SAID SOUTHWESTERLY LINE A DISTANCE OF 199.40 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.156 ACRES, MORE OF LESS.

EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.


RONALD WORTHINGTON, PCE NO. 27395
EXPIRATION DATE: 03/31/2013

DATE: 2/19/2013

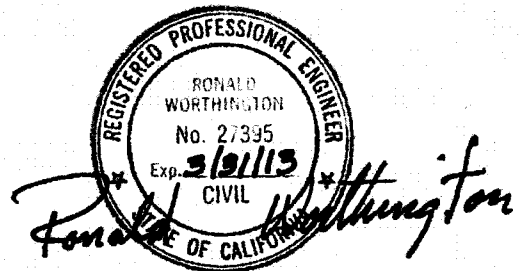


EXHIBIT "B"



PARCEL MAP 4646
P.M. 6/75

LOT "D"
PARCEL MAP 13542
P.M. 73/6-9
APN: 909-120-016

PROPERTY DESCRIPTION

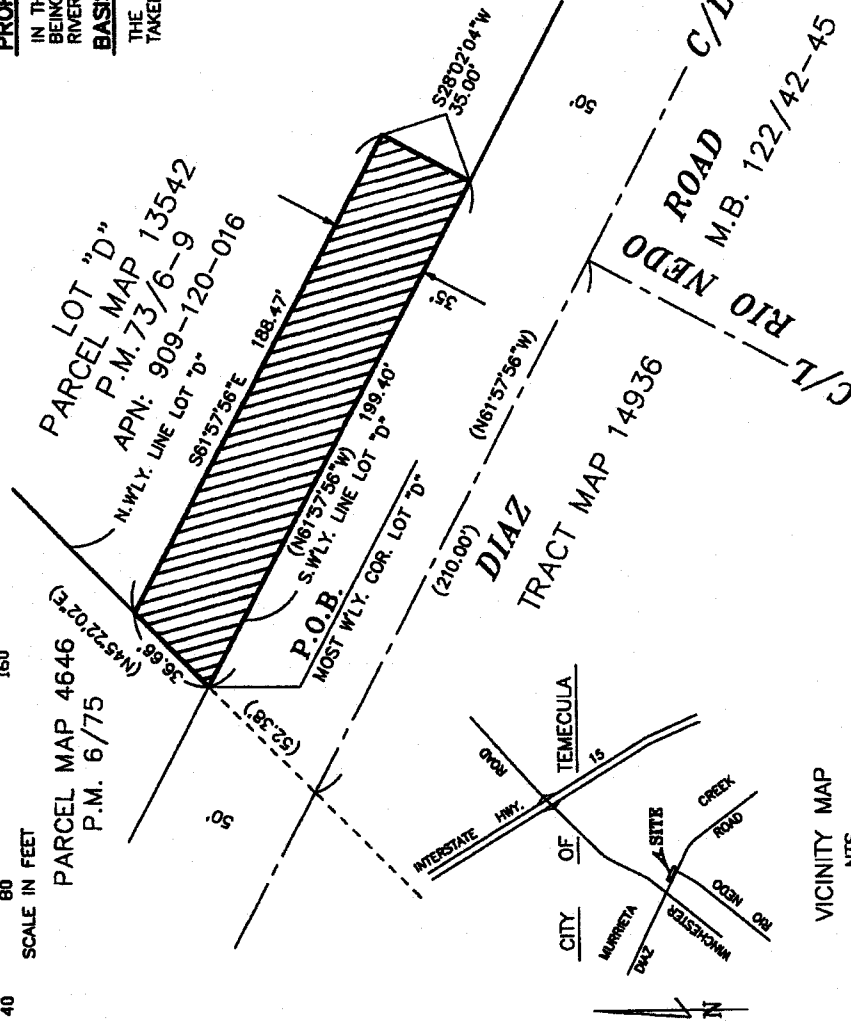
IN THE CITY OF TEMECULA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,
BEING A PORTION OF LOT "D" OF PARCEL MAP 13542, P.M. 73/6-9,
RIVERSIDE COUNTY RECORDS.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS PLAT IS THE CENTERLINE OF DIAZ ROAD
TAKEN AS N61°57'56"W PER P.M. 73/6-9, RV. CO. REC.

() INDICATES RECORD DATA PER P.M. 73/6-9, RV. CO.
REC.

INDICATES EMWD SEWER EASEMENT.
0.156 ± AC.



PREPARED UNDER MY DIRECTION
Ronald Worthington
RONALD WORTHINGTON/RCE 27385
EXP. DATE 3/31/13
DATE: 2/12/13

**ENGINEERING
RESOURCES**
3000 E. Florida Avenue, Suite B
Hemet, California 92344
(951) 765-9822 Fax (951) 765-9821

SEC. 34, T. 7 S. R. 3 W. [TEMECULA RANCHO]

NO.	DATE	INITIAL	REVISIONS	DESCRIPTION	SCALE	AS SHOWN	DATE
1			P.M. 6/75	DESIGNED			11/12
2			P.M. 73/6-9	DRAWN			11/12
3			M.B. 122/42-43	TRACED			11/12
4				CHECKED R.V. (RCE)			11/12
5				RECORDING DATA			
6				APPROVALS			
7				T.S.			
8				ENGINEERING			
9				RIGHT OF WAY			
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EA	12900
CD	
CDM	5A & 5C
RE	1 of 1
RB	

EASTERN MUNICIPAL WATER DISTRICT
RIVERSIDE COUNTY, CALIFORNIA
EMWD GRANT OF EASEMENT PLAT
PROPERTY OF:
RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
APPROVED DATE: 02-21-2013

RECORDING REQUESTED BY AND WHEN
RECORDED RETURN TO:

Eastern Municipal Water District
P.O. Box 8300
Perris, CA 92572-8300

Attn: Right of Way Department

This Document Must Be Signed in Presence of
Notary & Notarized.

APN: 909-120-055
W.O.: 12900
RB-

No Recording Fee Required Pursuant to Government Code Section 27383

GRANT OF EASEMENT

RCFC PARCEL 7020-102K1

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT,

(hereinafter referred to as "Grantor") does hereby grant to **EASTERN MUNICIPAL WATER DISTRICT**, a public agency of the State of California, its successors and assigns (hereinafter referred to as "Grantee") a perpetual non-exclusive easement and right of way to construct, enlarge, reconstruct, remove and replace, operate, inspect, maintain, repair, improve and relocate, sewage transmission and collection facilities, including, but not limited to, gravity pipelines, pressure pipelines, manholes, connections, and appurtenant equipment for the collection and transmission of sewage, in, on, over, under, upon, along, through and across the property hereinafter described, together with reasonable right of access to and from said easement for the purpose of exercising the rights granted in said easement.

Said easement shall be in, under, over and across that certain property situated in the County of Riverside, State of California, described as follows:

(SEE EXHIBITS "A" AND "B" ATTACHED HERETO AND MADE A PART HEREOF)

The foregoing easement shall include the right to enter upon and pass and repass over and along said strip or strips of land, and to deposit tools, implements and other materials thereon by Grantee, its officers, agents and employees, and by persons under contract to construct said pipeline or pipelines, and their employees, whenever and wherever necessary for the purpose of exercising the rights herein granted.

Grantor retains the right to the use of the land described herein except as to any use in derogation of the easement contained herein, and specifically agrees that no trees shall be planted thereon and no buildings or other structures of any kind will be placed, constructed or maintained over the real property described herein. Any work by Grantor, or any one working through or under Grantor, affecting the surface or subsurface of the ground subject to this easement shall be performed only after giving written notice by certified mail, postage paid, addressed to Grantee at Grantee's office setting forth the proposed changes in detail. Such notice is to be given to the Grantee at least thirty (30) business days prior to commencement of such work and is subject to approval by Grantee.

Notwithstanding the foregoing, the surface of the ground with respect to the distance from the ground surface to the top of any pipes, as of the date of this easement, shall not be changed by any party other than Grantee, if it results in:

- (a) "Cutting" or removing the soil, which leaves less than forty-eight (48) inches of soil over the top of the pipe; and
- (b) "Hauling" in of soil or "filling" which will leave more than twelve (12) feet of soil over the top of any pipe.

It is understood that the permanent easements and the rights of way above described shall be acquired subject to the rights of the Grantor, Grantor's successors, heirs and assigns, to use the surface of the real property within the boundaries of such easements and rights of way. It is understood that any use of the surface rights by Grantor, and Grantor's successors, heirs and assigns, shall be deemed a continuing permissive use allowed by Grantee, its successors, heirs and assigns, and each successor-in-interest of the Grantor, by acceptance of a conveyance of said property or interest therein admits and agrees that any such use is a continuing permissive use. It is understood that each and every right and privilege hereby granted is free and alienable. Notwithstanding the foregoing, it is understood and agreed that this Grant of Easement shall not be construed as a Grant of Fee Title.

Grantee, its successors and assigns, shall restore, or cause to be restored, the surface or subsurface of the real property hereinabove described to the condition said property was in as of the time of performance of any enlargement, construction, reconstruction, removal and replacement, operation, inspection, maintenance, repair, improvement and relocation, and such restoration shall be performed with due diligence and dispatch.

IN WITNESS WHEREOF, this instrument has been executed this _____ day of _____, 20____.

GRANTOR:
RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

Date _____

By: _____
MARION ASHLEY
Chairman
Board of Supervisors

APPROVED AS TO FORM:
PAMELA J. WALLS
County Counsel

By: _____
SYNTHIA M. GUNZEL
Deputy County Counsel

STATE OF CALIFORNIA)
)ss
COUNTY OF RIVERSIDE)

On _____, 2013, before me, _____, Board Assistant, personally appeared **Marion Ashley**, Chairman of the Board of Supervisors of the Riverside County Flood Control and Water Conservation District, State of California, who provided to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument; and that a copy of this paper, document or instrument has been delivered to the chairperson.

I certify under the penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal

KECIA HARPER-IHEM
Clerk of the Board of Supervisors

By: _____
Deputy

(Seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by Grant of Easement dated

_____, 20__ from:

Riverside County Flood Control and Water Conservation District

to the **EASTERN MUNICIPAL WATER DISTRICT**, a public agency of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the Board of Directors pursuant to authority conferred by Resolution No. 80 of the Board of Directors adopted on January 14, 1953, and the Grantee consents to the recordation thereof by its duly authorized officer or agent.

EASTERN MUNICIPAL WATER DISTRICT

DATE: _____

BY: _____

**Rosemarie V. Howard, Secretary
Of the Eastern Municipal Water District
And the Board of Directors thereof**

(SEAL)

EXHIBIT "A" SEWER EASEMENT
APN: 909-120-055

EXHIBIT "A"

**EASTERN MUNICIPAL WATER DISTRICT
SEWER EASEMENT
RCFC PARCEL 7020-102K1**

**W.O.: 12900
APN: 909-120-055
GRANTOR: RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

LEGAL DESCRIPTION

THAT CERTAIN PARCEL OF LAND SITUATED IN THE CITY OF TEMECULA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL 4 OF PARCEL MAP 4646 AS SHOWN BY MAP THEREOF FILED IN BOOK 6, PAGE 75 OF PARCEL MAPS, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO RANCHO CALIFORNIA WATER DISTRICT BY GRANT DEED RECORDED APRIL 8, 1996 AS INSTRUMENT NO. 126107, OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY, SAID MOST WESTERLY CORNER BEING A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF DIAZ ROAD AS CONVEYED TO RIVERSIDE COUNTY BY CERTIFICATE OF DEDICATION RECORDED NOVEMBER 16, 1972 AS INSTRUMENT NO. 152905, OFFICIAL RECORDS OF SAID COUNTY;

THENCE NORTH 61°58'22" WEST ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF DIAZ ROAD A DISTANCE OF 1,023.54 FEET TO THE MOST SOUTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO EASTERN MUNICIPAL WATER DISTRICT BY GRANT DEED RECORDED JUNE 30, 1989 AS INSTRUMENT NO. 218393, OFFICIAL RECORDS OF SAID COUNTY;

THENCE NORTH 28°01'38" EAST ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL CONVEYED TO EASTERN MUNICIPAL WATER DISTRICT A DISTANCE OF 20.00 FEET;

THENCE LEAVING SAID SOUTHEASTERLY LINE SOUTH 61°58'22" EAST, PARALLEL WITH SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF DIAZ ROAD, A DISTANCE OF 802.97 FEET;

THENCE NORTH 28°01'38" EAST A DISTANCE OF 15.00 FEET;

THENCE SOUTH 61°58'22" EAST, PARALLEL WITH SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF DIAZ ROAD, A DISTANCE OF 220.57 FEET TO THE NORTHWESTERLY LINE OF THE AFORESAID PARCEL CONVEYED TO RANCHO CALIFORNIA WATER DISTRICT;

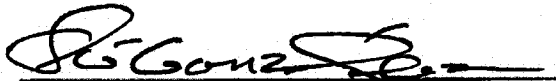
THENCE SOUTH 28°01'38" WEST A LONG SAID NORTHWESTERLY LINE A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A" SEWER EASEMENT
APN: 909-120-055

CONTAINING 0.546 ACRES, MORE OR LESS.

EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PARTHEREOF.

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY
DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.



ALEXANDER E. GONZALEZ, PLS 7692
EXPIRATION DATE: 12/31/2014

DATE: 07-22-2013



EXHIBIT "B"

PROPERTY DESCRIPTION

IN THE CITY OF TEMECULA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,
BEING A PORTION OF PARCEL 4 OF PARCEL MAP 4646, P.M. 6/75,
RIVERSIDE COUNTY RECORDS.

BASIS OF BEARINGS

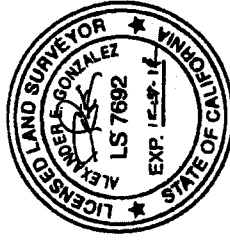
THE BASIS OF BEARINGS FOR THIS PLAT IS THE CENTERLINE OF DIAZ ROAD
TAKEN AS N61°58'22"W PER P.M. 6/75, RV. CO. REC.

() INDICATES RECORD DATA PER P.M. 6/75, RV. CO.
REC.

INDICATES EMD SEWER EASEMENT.
0.546 ± AC.

① CONVEYED TO RANCHO CALIFORNIA WATER DISTRICT PER INST. NO. 126107
RECORDED 4/8/96, O.R.

② CONVEYED TO EASTERN MUNICIPAL WATER DISTRICT PER INST. NO. 218393
RECORDED 6/30/89, O.R. [RB-2690]

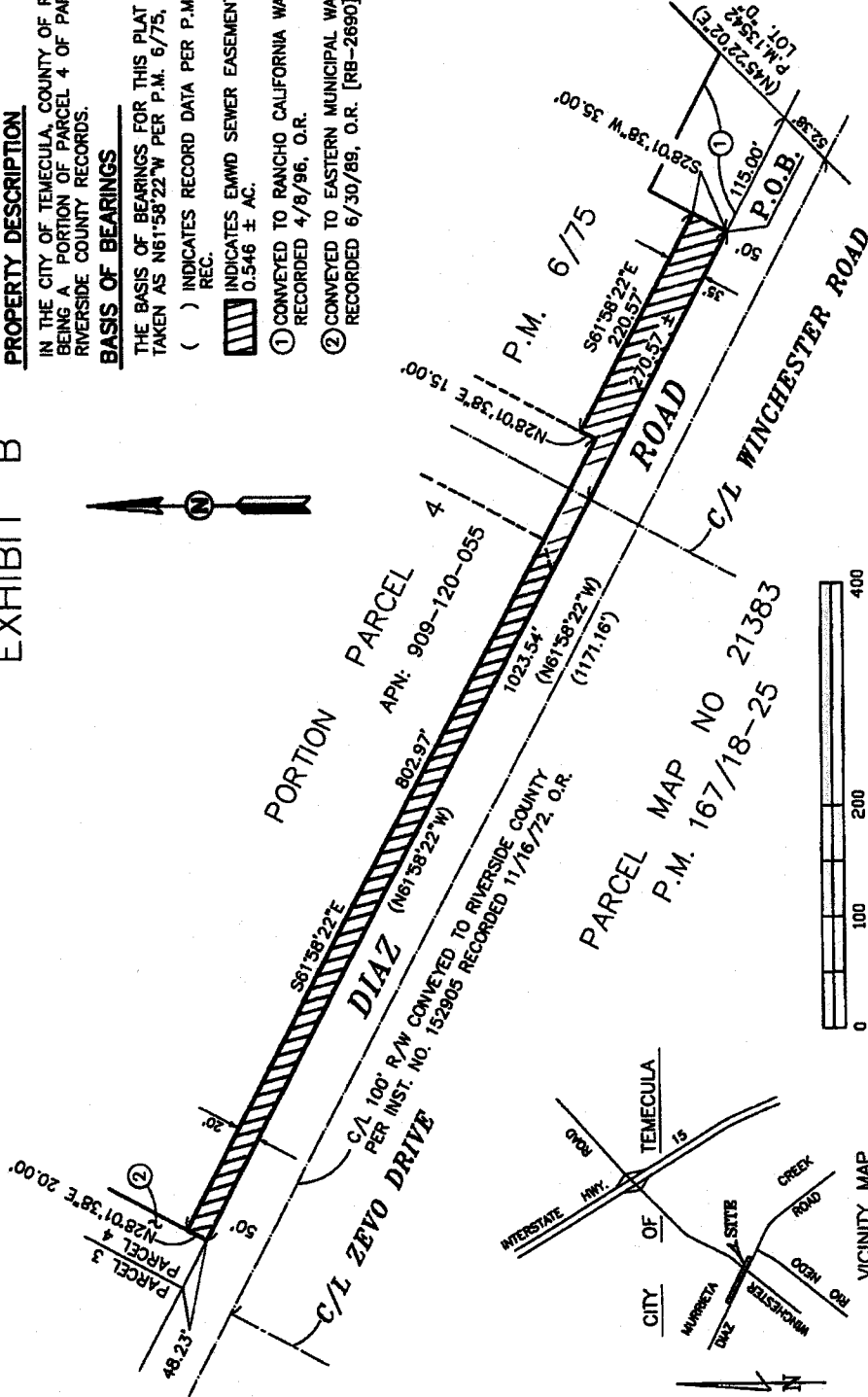


PREPARED UNDER MY DIRECTION

ALEXANDER E. GONZALEZ, PLS 7692

EXP. DATE 12/31/2014

DATE: 02-21-2013



SEC. 34, T. 7 S. R. 3 W. [TEMECULA RANCHO]

11/14/12 REV. 2/13/13		REVISIONS		REFERENCES		SCALE AS SHOWN		DATE		EASTERN MUNICIPAL WATER DISTRICT		EA 12900	
NO.	DATE	INITIAL	DESCRIPTION	APPV'D	P.A.'S.	6/75, 73/6-9 & 167/18-25	DESIGNED				RIVERSIDE COUNTY, CALIFORNIA	EA	12900
					INST. NO. 1972-126903		DRAWN				EMWD GRANT OF EASEMENT PLAT	EA	
					INST. NO. 1996-126107		TRACED				PROPERTY OF:	EA	5A & 5C
					INST. NO. 1989-218393		CHECKED				RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT	EA	1 & 1
					APPROVALS		RECORDING DATA					EA	1 & 1
					T.S.		INST. NO.				APPROVED	EA	1 & 1
					ENGINEERING		DATE				DATE	EA	1 & 1
					RIGHT OF WAY							EA	1 & 1
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11/14/12 REV. 2/13/13

SCALE IN FEET

0 100 200 400

SCALE AS SHOWN

DATE

DATE

DATE

DATE