

FORM APPROVED COUNTY COUNSEL
 BY: *[Signature]* 1/29/14
 DATE: PATRICIA MUNROE

Departmental Concurrence

**SUBMITTAL TO THE BOARD OF SUPERVISORS
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

411



FROM: Economic Development Agency/Facilities Management

SUBMITTAL DATE:
 February 11, 2014

SUBJECT: Authorization to Convey a Portion of Property, also known as Vernola Park, Located in Jurupa Valley, to Riverside County Flood District, pursuant to a License Agreement, District 2, [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the conveyance of an 18.04 acre portion of Assessor Parcel Number 160-040-032 and an appurtenant access easement to the Riverside County Flood Control and Water Conservation District and authorize the Chairman to execute the Grant Deed and Easement Deed.

BACKGROUND:

Summary (Commences on Page 2)

[Signature]

Robert Field
 Assistant County Executive Officer/EDA

| 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: N/A | Budget Adjustment: No |
| | For Fiscal Year: 2013/14 |

C.E.O. RECOMMENDATION:

APPROVE

BY: *[Signature]*
 Rohini Dasika

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
 Nays: None
 Absent: None
 Date: February 25, 2014
 xc: EDA

Kecia Harper-Ihem
 Clerk of the Board
 By: *[Signature]*
 Deputy

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

Prev. Agn. Ref.: 4.5 and 11.4 of 1/29/08 District: 2/2 Agenda Number:

3-14

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

Economic Development Agency/Facilities Management

FORM 11: Authorization to Convey Property pursuant to License Agreement, District 2, [\$0]

DATE: February 11, 2014

Page 2 of 2

BACKGROUND:

Summary (continued)

On January 29, 2008, the Board of Directors of the Redevelopment Agency for the County of Riverside (Agency) approved Minute Order 4.5 and the Board of Supervisors of the Riverside County Flood Control and Water Conservation District (District) approved companion item Minute Order 11.4. Both submittals requested that each Board approve and execute a four party license agreement related to the development, maintenance and operation of Vernola Park, which is in the city of Jurupa Valley. The third and fourth parties to the agreement were the County of Riverside (County) and the Jurupa Area Recreation & Park District (JARPD). In the Recitals section of said agreement, Recital E stated that the Agency would convey fee simple title to a portion of the real property consisting of 18.04 acres to the District, and Recital F stated that the Agency would convey the remaining portion consisting of 2.73 acres to the County, all after completion of park improvements. The park improvements have been completed, and a Notice of Completion was recorded on July 7, 2010, Instrument No. 2010-0315085.

On February 1, 2012, the Agency was dissolved pursuant to California Assembly Bill X 1 26. As authorized by the California Department of Finance, fee simple title to the Vernola Park real property was conveyed via grant deed to the County on September 5, 2013, Instrument No. 2013-0434825.

This request will fulfill the intentions of the parties set forth in the 2008 license agreement.

Impact on Residents and Businesses

The park has provided recreational benefits to the area residents but this conveyance will have no impact on citizens or businesses.

SUPPLEMENTAL:

Additional Fiscal Information

No budget adjustment is necessary and there are no costs associated with this conveyance.

Contract History and Price Reasonableness

Not applicable

Attachments:

2008 License Agreement

Grant Deed

Easement Deed

Recorded at request of, and return to:
Riverside County Flood Control and
Water Conservation District
1995 Market Street
Riverside, California 92501

NO FEE (GOV. CODE 6103)

Day Creek ADP – Bellegrave Avenue Basin
Project No. 1-0-00274
RCFC Parcel No. 1259-500A

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

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

The **COUNTY OF RIVERSIDE**, a political subdivision of the State of California, grants to **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic**, the real property in the City of Jurupa Valley, County of Riverside, State of California, as described in Exhibit A and shown in Exhibit B, attached hereto and made a part hereof.

Portion of Assessor Parcel Number: 160-040-032

COUNTY OF RIVERSIDE,
a political subdivision of the State of California:

Dated: February 25, 2014

By: Jeff Stone
Jeff Stone

Title: Chairman, Board of Supervisors

(Notary Attached)

ATTEST:
KECIA HARPER-IHEM, Clerk
By Regina Post
DEPUTY

FEB 25 2014 3-14

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

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On February 25, 2014, before me, Raquel Rosete, Board Assistant, personally appeared Jeff Stone, Chairman of the Board of Supervisors, who proved 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 he executed 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: _____

Raquel Rosete
Deputy Clerk

(SEAL)

EXHIBIT "A"

That certain parcel of land situated in the unincorporated territory of the County of Riverside, State of California, being that portion of the southeast quarter of Fractional Section 18, Township 2 South, Range 6 West, San Bernardino Meridian, according to the Official Plat thereof, and as shown by the Sectionized Survey of the Jurupa Rancho on file in Book 9 of Maps at page 33 thereof, Records of San Bernardino County, California, said portion being described as follows:

COMMENCING at the intersection of the centerline of Wineville Avenue (50.00 feet in half width) with the centerline of Bellegrave Avenue (55.00 feet in half width) of Tract No. 18592, as shown by map on file in Book 131 of Maps at pages 99 through 101, inclusive thereof, Records of Riverside County, California;

Thence South $00^{\circ}08'21''$ East along said centerline of Wineville Avenue, a distance of 42.76 feet to a point on the southeasterly right of way line of said Bellegrave Avenue (40.00 feet in half width);

Thence South $69^{\circ}10'41''$ West along said southeasterly right-of-way line, a distance of 21.38 feet to a point on the westerly right of way line of Wineville Avenue (20.00 feet in half width) conveyed to the County of Riverside by deed recorded April 23, 1919 in Book 460 at page 367 of Deeds, Records of Riverside County, California;

Thence South $00^{\circ}08'21''$ East along said westerly right of way line, a distance of 25.65 feet to a point on a line parallel with and distant southeasterly 64.00 feet, measured at a right angle, from said centerline of Bellegrave Avenue;

Thence South $69^{\circ}10'41''$ West along said parallel line, a distance of 68.46 feet;

Thence South $24^{\circ}10'41''$ West, a distance of 41.01 feet;

Thence South $20^{\circ}49'19''$ East, a distance of 37.64 feet to the beginning of a tangent curve, concave to the southwest, having a radius of 2,477.00 feet;

Thence southerly along said curve, to the right, through a central angle of $03^{\circ}52'34''$, an arc distance of 167.57 feet, the radial line from said point bears South $73^{\circ}03'15''$ West;

Thence South $14^{\circ}33'43''$ East, a distance of 21.82 feet;

Thence North $73^{\circ}33'31''$ East, a distance of 8.72 feet to a point on said westerly right of way line of Wineville Avenue of said parcel of land conveyed to the County of Riverside as aforesaid;

Thence South $00^{\circ}08'21''$ East, a distance of 860.42 feet;

Thence South $89^{\circ}51'39''$ West, a distance of 49.00 feet;

Thence South $82^{\circ}17'40''$ West, a distance of 378.92 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing South 82°17'40" West, a distance of 474.87 feet to the beginning of a non-tangent curve, concave to the west, having a radius of 2,059.00 feet, the radial line from said point bears South 79°59'55" West;

Thence northwesterly along said curve, to the left, through a central angle of 10°49'14", an arc distance of 388.85 feet;

Thence North 20°49'19" West, a distance of 433.98 feet;

Thence North 24°10'41" East, a distance of 42.18 feet to a point on a line parallel with and distant southeasterly 64.00 feet, measured at a right angle, from said centerline of Bellegrave Avenue;

Thence North 69°10'41" East along said parallel line, a distance of 440.64 feet;

Thence North 71°26'32" East, a distance of 303.77 feet to a point on a line parallel with and distant southeasterly 76.00 feet, measured at a right angle, from said centerline of Bellegrave Avenue;

Thence North 69°10'41" East along said parallel line, a distance of 200.00 feet;

Thence South 65°49'19" East, a distance of 41.01 feet;

Thence South 20°49'19" East, a distance of 25.64 feet to the beginning of a tangent curve, concave to the southwest, having a radius of 2,336.00 feet;

Thence southerly along said curve, to the right, through a central angle of 17°17'29", an arc distance of 704.99 feet the radial line from said point bears South 86°28'11" West;


Thence South 82°17'40" West, a distance of 413.83 feet;

Thence South 07°34'28" East, a distance of 299.00 feet to the **TRUE POINT OF BEGINNING.**

Containing 18.04 acres, more or less.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF.

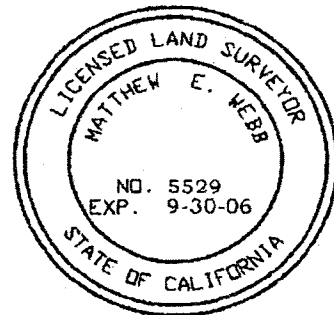
PREPARED UNDER MY SUPERVISION



Matthew E. Webb, L.S. 5529

6/15/05

Date



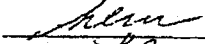
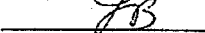
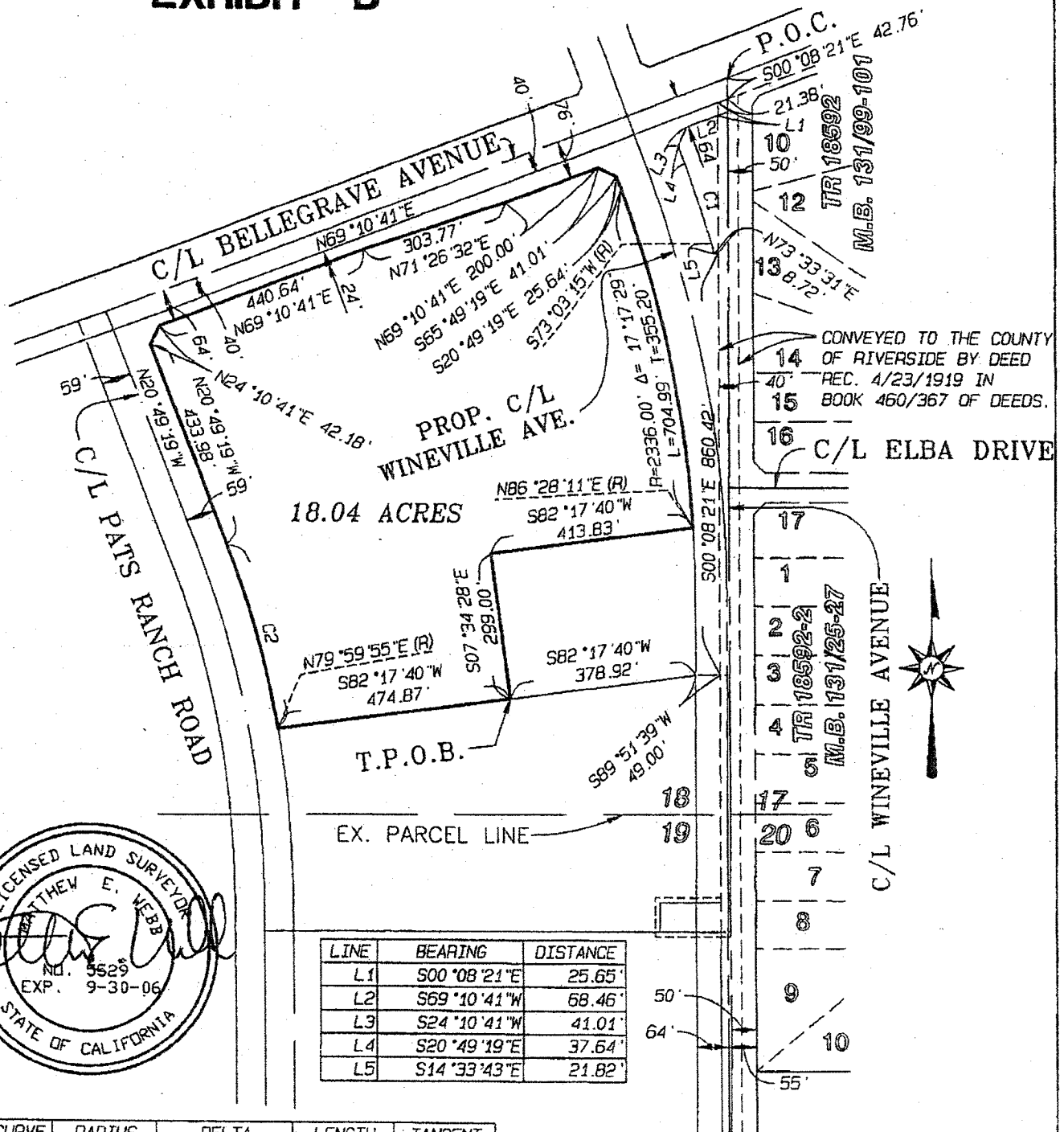
Prepared by: 
Checked by: 

EXHIBIT "B"



| CURVE | RADIUS | DELTA | LENGTH | TANGENT |
|-------|----------|-----------|---------|---------|
| C1 | 2477.00' | 3°52'34" | 167.57' | 83.82' |
| C2 | 2059.00' | 10°49'14" | 388.85' | 195.00' |

SEC 18, T2S, R6W, SBM

ALBERT A. WEBB ASSOCIATES
ENGINEERING CONSULTANTS

RIVERSIDE COUNTY, FLOOD CONTROL & WATER CONSERVATION DISTRICT

DATE PREPARED: 5/12/05

G:\2001\01-0290\dwg\Exhibit B.pro

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.

SHEET 1 OF 1

W.O. 01-290

SCALE: 1" = 300'

DRWN BY [Signature] DATE 6/14/05
CHKD BY [Signature] DATE 6/14/05

SUBJECT: FLOOD CONTROL BASIN

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

NO FEE (GOV. CODE 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Day Creek ADP – Bellegrave Avenue Basin
Project No. 1-0-00274
RCFC Parcel No. 1259-500B

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

EASEMENT DEED

THE COUNTY OF RIVERSIDE, a political subdivision of the State of California,
grants to **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION
DISTRICT, a body politic**, and or its assignee, **an easement for unrestricted access** to the **Day Creek
ADP – Bellegrave Avenue Basin** including ingress and egress thereto, over, upon and across that certain
real property situated in the City of Jurupa Valley, County of Riverside, State of California, as described in
Exhibit A and shown on Exhibit B, attached hereto and made a part hereof.

Portion of Assessor Parcel Number: 160-040-032

COUNTY OF RIVERSIDE,
a political subdivision of the State of California:

Dated: February 25, 2014

By: Jeff Stone
Jeff Stone

Title: Chairman, Board of Supervisors

(Notary Attached)

ATTESI:
KECIA HARPER-IHEM, Clerk
By: Raque Ford
DEPUTY

FORM APPROVED COUNTY COUNSEL
BY: Patricia Munroe 1/29/14
PATRICIA MUNROE / DATE

FEB 25 2014 3-14

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

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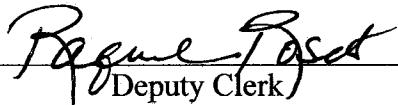
On February 25, 2014, before me, Raquel Rosete, Board Assistant, personally appeared Jeff Stone, Chairman of the Board of Supervisors, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the 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 Clerk

(SEAL)

EXHIBIT "A"

That certain parcel of land situated in the unincorporated territory of the County of Riverside, State of California, being that portion of the southeast quarter of Fractional Section 18, Township 2 South, Range 6 West, San Bernardino Meridian, according to the Official Plat thereof, and as shown by the Sectionized Survey of the Jurupa Rancho on file in Book 9 of Maps at page 33 thereof, Records of San Bernardino County, California, said portion being described as follows:

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Thence South $14^{\circ}33'43''$ East, a distance of 21.82 feet;

Thence North $73^{\circ}33'31''$ East, a distance of 8.72 feet to a point on said westerly right-of-way line of Wineville Avenue of that certain parcel of land conveyed to the County of Riverside as aforesaid;

Thence South $00^{\circ}08'21''$ East, a distance of 860.42 feet;

Thence South 89°51'39" West, a distance of 49.00 feet to the **TRUE POINT OF BEGINNING**;

Thence North 00°08'21" West, a distance of 162.90 feet to the beginning of a tangent curve, concave to the west, having a radius of 2336.00 feet;

Thence northerly along said curve, to the left, through a central angle of 03°23'29", an arc distance of 138.27 feet to a point thereon, the radial line from said point bears South 86°28'11" West;

Thence South 82°17'40" West, a distance of 413.83 feet;

Thence South 07°34'28" East, a distance of 299.00 feet;

Thence North 82°17'40" East, a distance of 378.92 feet to the **TRUE POINT OF BEGINNING**.

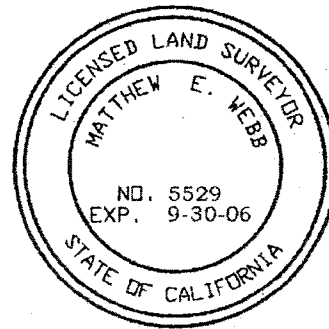
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SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF.

PREPARED UNDER MY SUPERVISION

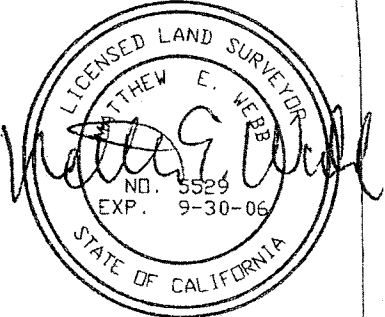
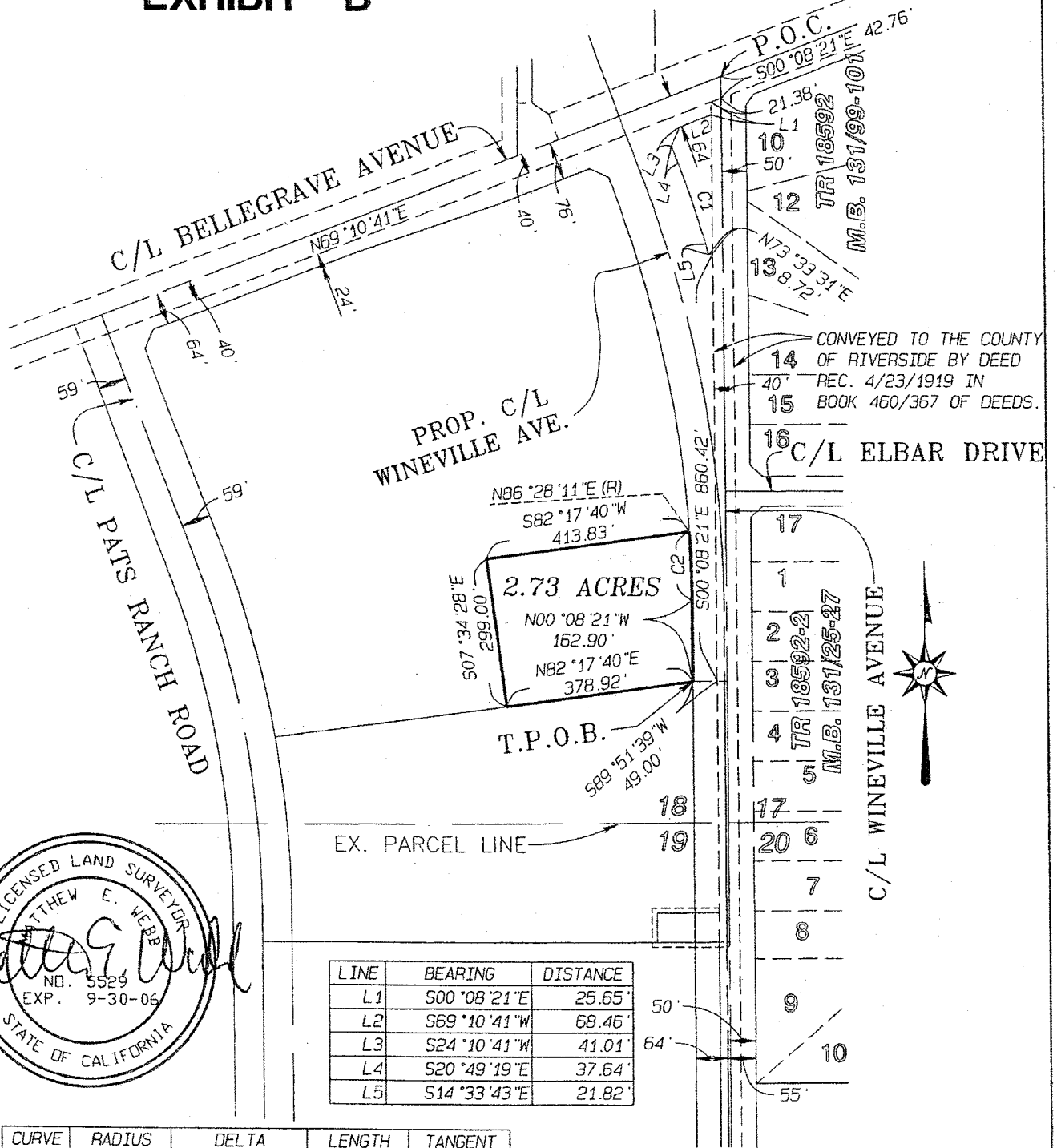
Matthew E. Webb
Matthew E. Webb, L.S. 5529

6/15/05
Date



Prepared by: [Signature]
Checked by: [Signature]

EXHIBIT "B"



SEC 18, T2S, R6W, SBM

ALBERT A. **WEBB** ASSOCIATES ENGINEERING CONSULTANTS

RIVERSIDE COUNTY, FLOOD CONTROL & WATER CONSERVATION DISTRICT

DATE PREPARED: 6/14/05 G:\2001\01-0290\dwg\Exhibit B.pro

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.

SHEET 1 OF 1 W.O. 01-290

SCALE: 1" = 300' DRWN BY *[Signature]* DATE 6/15/05 CHKD BY *[Signature]* DATE 6/15/05 SUBJECT: PARK SITE

1 amenities of JARPD REGIONAL PARK and will be used by the general public for park and
2 recreation purposes; and

3 E. AGENCY will convey fee simple title of BASIN to DISTRICT pursuant
4 to AGREEMENT and after construction of PARK IMPROVEMENTS; and

5 F. AGENCY will convey fee simple title of COUNTY PROPERTY to
6 COUNTY after construction of PARK IMPROVEMENTS; and

7 G. On May 24, 2005, AGENCY and JARPD entered into a separate
8 agreement whereby JARPD has agreed to maintain JARPD REGIONAL PARK and reimburse
9 AGENCY for the cost of construction of JARPD REGIONAL PARK; and

10 H. BASIN is an essential, critical and integral component of DISTRICT'S
11 regional stormwater management infrastructure and will provide significant flood protection to
12 persons and property within the unincorporated community of Mira Loma; and

13 I. Subject to the provisions of this License Agreement, DISTRICT is willing
14 to (i) allow AGENCY to construct or cause to be constructed, PARK IMPROVEMENTS on
15 BASIN, and (ii) allow JARPD to operate and maintain PARK IMPROVEMENTS, provided
16 said PARK IMPROVEMENTS are compatible with and do not adversely affect BASIN'S
17 primary flood control purpose and function; and

18 J. In accordance with the provisions of this License Agreement, JARPD is
19 willing to (i) operate and maintain all AGENCY constructed PARK IMPROVEMENTS, (ii)
20 conduct periodic safety inspections of PARK IMPROVEMENTS, and (iii) indemnify and hold
21 DISTRICT harmless against any claims resulting from the public's use of BASIN for
22 recreational purposes; and

23 K. It is in the best interest of the public to proceed with this License
24 Agreement.

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1 NOW, THEREFORE, the parties hereto mutually agree as follows:

2 SECTION I

3 DISTRICT shall:

4 1. As a Responsible Agency pursuant to the California Environmental
5 Quality Act (CEQA), take all necessary and appropriate actions pertaining to the granting of this
6 license, as it relates to flood control, operation and maintenance of PARK IMPROVEMENTS
7 within BASIN.

8 2. Grant AGENCY a license to construct PARK IMPROVEMENTS within
9 BASIN or cause same to be constructed.

10 3. Grant to JARPD a license to operate and maintain PARK
11 IMPROVEMENTS and allow such public recreational uses that are compatible with BASINS'
12 primary flood control purpose and function and which do not interfere or impair DISTRICT'S
13 ability to operate and maintain BASIN or any of its appurtenant works. Said license shall
14 remain in effect indefinitely so long as AGENCY, COUNTY and JARPD comply with the
15 provisions of this Agreement with respect to the construction, operation and maintenance of
16 PARK IMPROVEMENTS and the public's use of PARK IMPROVEMENTS and BASIN.

17 4. Review and approve AGENCY'S plans and specifications for PARK
18 IMPROVEMENTS that are to be constructed on BASIN, hereinafter called "PARK
19 IMPROVEMENT PLANS", prior to the start of construction and observe and make periodic
20 inspections of PARK IMPROVEMENTS to assure general conformance with DISTRICT
21 approved PARK IMPROVEMENT PLANS.

22 5. Provide JARPD with written notice of any use of PARK
23 IMPROVEMENTS located on BASIN that are not in conformance with this Agreement or
24 which could adversely affect the flood control function of BASIN or DISTRICT'S ability to
25 operate and maintain BASIN or its appurtenances, and give JARPD thirty (30) days from and
26 after such notice to correct any such nonconforming use.

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1 review, comment and approve if necessary all such documents prior to final execution by
2 AGENCY.

3 5. Pursuant to CEQA and CEQA Guidelines Section 15051(d), for purposes
4 of complying with CEQA: AGENCY will act as the sole CEQA lead agency for the
5 environmental review of PARK IMPROVEMENTS and will have the corresponding
6 responsibility to fulfill the obligations of a CEQA lead agency with respect to PARK
7 IMPROVEMENTS.

8 6. Prior to commencing construction of PARK IMPROVEMENTS within
9 BASIN, provide DISTRICT with a Storm Water Pollution Prevention Plan (SWPPP) and Post-
10 Construction Stormwater Management Plan for review and approval.

11 7. Construct or cause to be constructed, PARK IMPROVEMENTS in
12 accordance with DISTRICT approved plans and specifications and pay all costs for the design,
13 construction, contract administration, inspection and all other costs not specifically agreed to
14 by DISTRICT.

15 8. In the event AGENCY constructs any improvements and/or installs any
16 equipment or in the event AGENCY uses PARK IMPROVEMENTS or allows any use thereof
17 which, in the opinion of the General Manager-Chief Engineer, would be detrimental to the
18 operation of BASIN, AGENCY shall, upon written request of the General Manager-Chief
19 Engineer, immediately remove said improvements and/or equipment or cease said use. In
20 conjunction with PARK IMPROVEMENTS, AGENCY, COUNTY and JARPD hereby waive
21 any claim against DISTRICT for damages resulting from DISTRICT'S customary use of
22 BASIN or its appurtenant works.

23 9. AGENCY and/or AGENCY'S contractor(s) shall be responsible for all
24 costs and for any liability imposed by law as a result of AGENCY and/or AGENCY'S
25 contractor(s) failure to comply with the requirements of any permits, approvals or agreements
26 required for the construction of PARK IMPROVEMENTS, including but not limited to,
27 compliance with the applicable provisions of any Federal, State or local regulations. For the
28 purpose of this paragraph, costs and liabilities include but are not limited to, fines, penalties

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and damages whether assessed against AGENCY, AGENCY'S contractor or DISTRICT which are associated with the construction and installation of PARK IMPROVEMENTS.

10. Upon completion of PARK IMPROVEMENTS construction but prior to DISTRICT'S acceptance of BASIN for ownership, operation and maintenance, convey, or cause to be conveyed to DISTRICT fee simple title to BASIN as shown in concept in green on Exhibit "A".

11. Upon completion of PARK IMPROVEMENTS construction but prior to COUNTY'S acceptance of COUNTY PROPERTY for ownership, operation and maintenance, convey, or cause to be conveyed to COUNTY fee simple title to COUNTY PROPERTY as shown in blue on Exhibit "A".

12. At the time of recordation of the conveyance document(s) as set forth in Section II.10., furnish DISTRICT with policies of title insurance, each in the amount of not less than one hundred percent (100%) of the estimated fee value, as determined by DISTRICT, for each fee parcel to be conveyed to DISTRICT, guaranteeing DISTRICT'S interest in said property as being free and clear of all liens, encumbrances, assessments, easements, taxes and leases (recorded or unrecorded), except those which, in the sole discretion of DISTRICT, are acceptable.

13. At the time of recordation of the conveyance document(s) as set forth in Section II.11., furnish COUNTY with policies of title insurance, each in the amount of not less than one hundred percent (100%) of the estimated fee value, as determined by COUNTY, for each fee parcel to be conveyed to COUNTY, guaranteeing COUNTY'S interest in said property as being free and clear of all liens, encumbrances, assessments, easements, taxes and leases (recorded or unrecorded), except those which, in the sole discretion of COUNTY, are acceptable.

14. Upon completion of construction of PARK IMPROVEMENTS, but prior to DISTRICT acceptance of BASIN for ownership, operation and maintenance, convey, or cause to be conveyed to DISTRICT flood control easement(s), including ingress and egress, in

1 a form approved by DISTRICT, to the rights of way shown in concept cross-hatched in red on
2 Exhibit "B".

3 15. At the time of recordation of the conveyance document(s) as set forth in
4 Section I.14. furnish DISTRICT with policies of title insurance, each in the amount of not less
5 than fifty percent (50%) of the estimated fee value, as determined by DISTRICT, for each
6 parcel to be conveyed to DISTRICT, guaranteeing DISTRICT'S interest in said property as
7 being free and clear of all liens, encumbrances, assessments, easements, taxes and leases
8 (recorded or unrecorded), except those which, in the sole discretion of DISTRICT, are
9 acceptable.

10 SECTION III

11 JARPD shall:

12 1. Assume as its sole obligation and responsibility, all aspects of PARK
13 IMPROVEMENTS operation and maintenance, including but not limited to, repairing and/or
14 replacing landscaping on BASIN sideslopes and the routine removal of accumulated litter,
15 trash and debris associated with JARPD'S or the public's use of PARK IMPROVEMENTS on
16 BASIN and assume all liability in conjunction with the recreational use including claims of
17 third persons for injury or death or damage to property. Said obligation shall not include any
18 inverse condemnation liability of DISTRICT by reason of the location of BASIN or
19 DISTRICT'S improvements thereto unless such liability is the result of JARPD'S operations or
20 use of BASIN by the public pursuant to JARPD'S actual or tacit consent.

21 2. Be solely responsible for providing for the security and safety of the public
22 in the public's use of PARK IMPROVEMENTS.

23 3. Ensure the safety of the public who may utilize PARK
24 IMPROVEMENTS, by conducting periodic safety inspections and promptly making any
25 repairs that are necessary to safeguard the public and its use thereof.

26 4. Repair any damage to DISTRICT'S BASIN improvements resulting from
27 JARPD'S or the public's use of PARK IMPROVEMENTS under the license granted herein.
28 Additionally, JARPD shall be responsible and hereby agrees to repair any damage to PARK

1 IMPROVEMENTS caused by DISTRICT'S normal and customary construction, operation or
2 maintenance of BASIN improvements.

3 5. JARPD and/or JARPD'S contractor(s) shall be responsible for all costs and
4 for any liability imposed by law as a result of JARPD and/or JARPD'S contractor(s) failure to
5 comply with the requirements of any permits, approval or agreements required for the
6 operation and maintenance of PARK IMPROVEMENTS, including but not limited to,
7 compliance with the applicable provisions of any Federal, State or local regulations. For the
8 purpose of this paragraph, costs and liabilities include but are not limited to, fines, penalties
9 and damages whether assessed against JARPD, JARPD'S contractor or DISTRICT which are
10 associated with the operation and maintenance of PARK IMPROVEMENTS.

11 6. If in the opinion of the General Manager-Chief Engineer, the public's use
12 of BASIN may cause or contribute to a public hazard, a public nuisance, degradation of water
13 quality or any other matter of substantial concern to DISTRICT, DISTRICT reserves the right to
14 require remediation and, if remediation is unsuccessful, to terminate this License Agreement.

15 7. Within BASIN or otherwise associated with this Agreement, indemnify
16 and hold DISTRICT, its officers, agents, employees and independent contractors free and
17 harmless from any liability whatsoever, based or asserted upon any act or omission of JARPD,
18 its officers, agents, employees, subcontractors, independent contractors, guests and invitees for
19 property damage, bodily injury or death (JARPD employees included) or any other element of
20 damage of any kind or nature, related to or in any manner connected with or arising from
21 JARPD'S use and responsibilities in connection therewith of BASIN or the condition thereof,
22 and JARPD shall defend, at its expense, including attorneys' fees, DISTRICT, its Board of
23 Supervisors, officers, agents, employees and independent contractors, in any legal action based
24 upon such alleged acts or omissions.

25 8. Agree to operate and maintain JARPD REGIONAL PARK located on the
26 corner of Wineville Avenue and Bellegrave Avenue in Mira Loma, CA. Operation and
27 maintenance shall be at the sole cost and expense of JARPD.

28

1 9. Provide and manage all services and programs to the community at
2 JARPD REGIONAL PARK. All services and programs will be managed by JARPD.

3 10. Provide all water necessary for irrigation. Irrigation shall be accomplished
4 on a scheduled basis with such frequency and quantity as to promote healthy plant growth. This
5 shall be accomplished by adjusting irrigation frequency as necessary, based on changes in
6 rainfall and temperature. Any repairs to the irrigation systems and all accessories, including
7 sprinkler heads, riser and pumps shall be performed in a timely manner.

8 11. Prune all plant material, thinned and trimmed on a regular basis to
9 maintain a neat appearance and to promote optimum health and growth for all landscaping.
10 Tree maintenance shall include pruning of low hanging branches and sucker growth from trees
11 to promote healthy growth. Damaged or dying plant material shall be replaced in a timely
12 manner.

13 12. Trim ground cover where needed around trees, turf and shrubs. Flower
14 beds are to be weeded and cleaned of leaves and debris on a regular basis to maintain a neat and
15 clean appearance. Grass shall be mowed and edged to its local confines, including around all
16 trees, sprinklers, fences and lighting fixtures. After mowing and edging, the grass clippings
17 shall be removed from the sidewalks, driveways, curbs and gutters.

18 13. Clean all walkways, driveways, parking areas and concrete areas of litter
19 and debris on a weekly basis.

20 14. Apply fertilizer on all areas twice a year to maintain healthy growth.
21 Application should be determined based on the time of year, soil and plant type and condition of
22 plant material.

23 15. Properly manage all insects, disease, fungus and other pests on trees,
24 shrubs, groundcover and lawns promptly before severe damage is caused.

25 16. Promptly repair or replace all light bulbs and lighting fixtures including
26 those located on all structures and monuments.

27 17. Furnish all material, supplies, equipment and labor.
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(a) Provide and maintain comprehensive liability insurance coverage which shall protect AGENCY from claim from damages for personal injury, including accidental and wrongful death, as well as from claims for property damage which may arise from AGENCY'S construction of PARK IMPROVEMENTS or the performance of its obligations hereunder, whether such construction or performance be by AGENCY, by its agent(s), contractor(s), subcontractor(s), or by anyone employed directly or indirectly by any of them. Such insurance shall name DISTRICT, COUNTY and JARPD as additional insureds with respect to this Agreement and the obligations of AGENCY hereunder. Such insurance shall provide for limits of not less than two million dollars (\$2,000,000) per occurrence.

(b) Cause its insurance carrier(s), which shall be authorized to transact the business of insurance in the State of California, to furnish DISTRICT and AGENCY with certificate(s) of insurance and applicable endorsements showing that such insurance is in full force and effect, and that DISTRICT, COUNTY and JARPD are named as an additional insured with respect to this Agreement and the obligations of AGENCY hereunder. Further, said certificate(s) shall contain the covenant of the insurance carrier(s) that thirty (30) days' written notice be given to DISTRICT prior to modification, cancellation or reduction in coverage of said insurance coverage, which provides the types and amount of coverage required by this section, as determined and approved by DISTRICT, shall be considered as being in compliance herewith.

5. AGENCY and JARPD shall indemnify and hold DISTRICT, its officers, agents, employees and independent contractors free and harmless from any liability whatsoever,

1 based or asserted upon any act or omission of AGENCY or JARPD, its officers, agents,
2 employees, subcontractors, independent contractors, guests and invitees for property damage,
3 bodily injury or death (AGENCY and JARPD employees included) or any other element of
4 damage of any kind or nature, including but not limited to any State or Federal proceedings
5 involving environmental issues, related to or in any manner connected with or arising from
6 AGENCY'S and JARPD'S use of BASIN or PARK IMPROVEMENTS, or responsibilities in
7 connection therewith or the condition thereof, and AGENCY and JARPD shall defend, at its
8 expense, including attorney's fees, DISTRICT, its officers, agents, employees and independent
9 contractors, in any legal action based upon such alleged acts or omissions.

10 6. Notwithstanding the foregoing, each party, as to any and all loss, damage,
11 claim for damage, liability, expense or cost, including attorneys' fees, which arises out of such
12 party's (including its employees, contractor, subcontractors or agents) act or omission regarding
13 any work to be performed by or authority delegated to such party as a result of this Agreement,
14 shall indemnify, defend, save and hold harmless the other parties and its officers and employees
15 from all liability for death or injury to person, or damage to property, or claim therefore.

16 7. Any waiver by DISTRICT, AGENCY, COUNTY or by JARPD of any
17 breach of any one or more of the terms of this Agreement shall not be construed to be a waiver
18 of any subsequent or other breach of the same or of any other term hereof. Failure on the part of
19 DISTRICT, AGENCY, COUNTY or JARPD to require exact, full and complete compliance
20 with any terms of this Agreement shall not be construed as in any manner changing the terms
21 hereof, or estopping DISTRICT, AGENCY, COUNTY or JARPD from enforcement hereof.

22 8. If any provision in this Agreement is held by a court of competent
23 jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless
24 continue in full force without being impaired or invalidated in any way.

25 9. This Agreement is to be construed in accordance with the laws of the State
26 of California.

27 10. This Agreement shall not be changed or modified except by the written
28 consent of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

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JAN 2 9 2003
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

By *Warren D. Williams*
WARREN D. WILLIAMS
General Manager-Chief Engineer

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By *Marion Ashley*
MARION ASHLEY, Chairman
Board of Supervisors, Riverside County Flood Control and Water Conservation District

ATTEST:

NANCY ROMERO
Clerk of the Board

By *Nancy Romero*
Deputy

(SEAL)

RECOMMENDED FOR APPROVAL:

By *Robin Zimpher*
ROBIN ZIMPFER
Executive Director

REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE

By *Roy Wilson*
ROY WILSON, Chairman
Redevelopment Agency for the County of Riverside Board of Supervisors

ATTEST:

NANCY ROMERO
Clerk of the Board

By *Nancy Romero*
Deputy

(SEAL)

APPROVED AS TO FORM:

JOE S. RANK
County Counsel
By *Neal R. Kipnis*
NEAL R. KIPNIS
Deputy County Counsel

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RECOMMENDED FOR APPROVAL:

By *Robin Zimper*
ROBIN ZIMPFER
Assistant County Executive Officer

COUNTY OF RIVERSIDE

By *Roy Wilson*
ROY WILSON, Chairman
County of Riverside Board of Supervisors

ATTEST:

NANCY ROMERO
Clerk of the Board

By *Jane Schlemmer*
Deputy

(SEAL)

RECOMMEND FOR APPROVAL:

By *Dan Rodriguez*
DAN RODRIGUEZ
General Manager

JURUPA AREA RECREATION AND
PARK DISTRICT

By *Robert Hernandez*
BOARD PRESIDENT

ATTEST:

By *Sam Selt*
SECRETARY OF THE BOARD

(SEAL)

License Agreement – Bellegrave Basin

AAM:blj
10/30/2007



C/L PATS RANCH RD

C/L BELLEGRAVE AVE

C/L WINEVILLE AVE

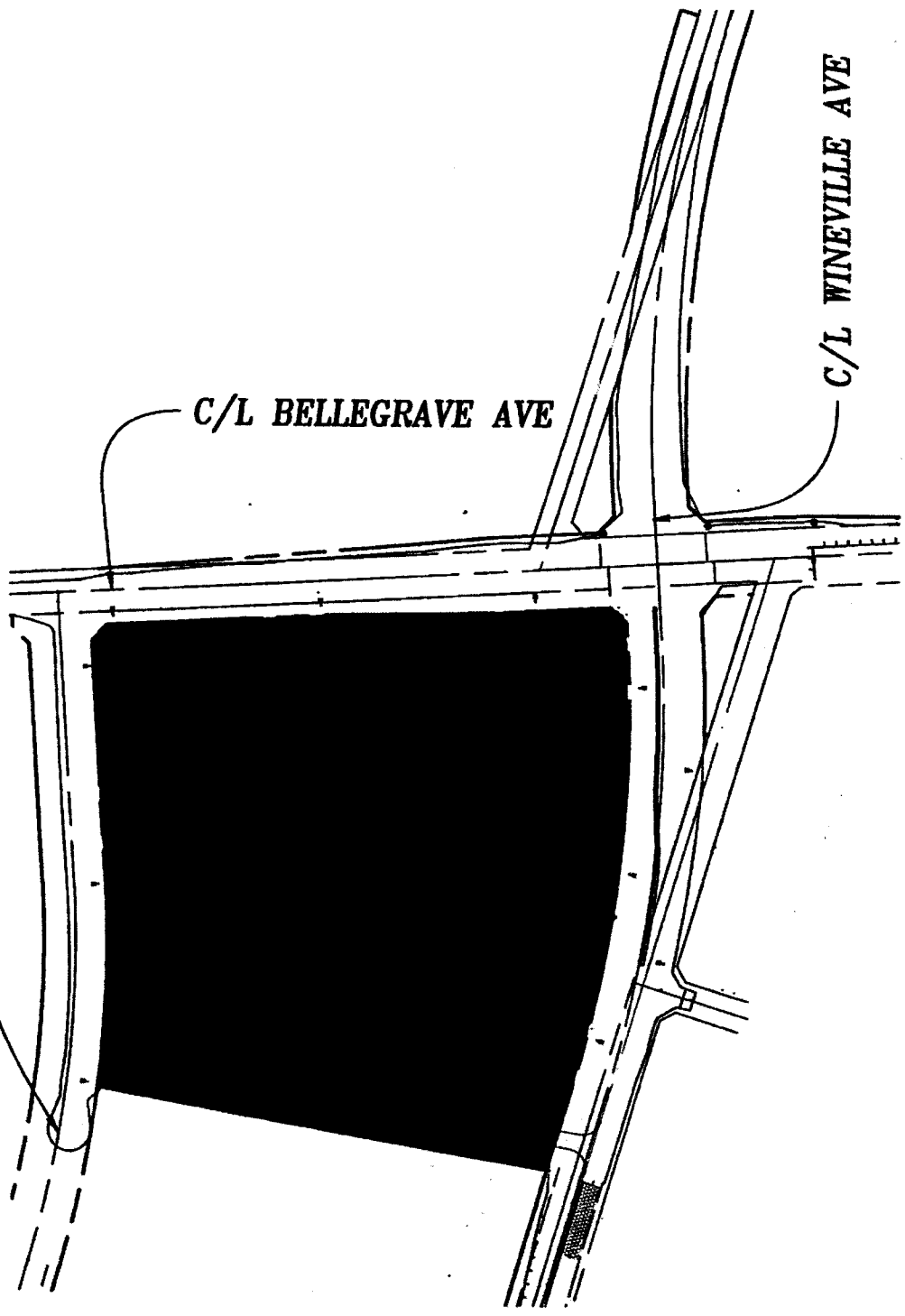


EXHIBIT "A"
2 OF 2

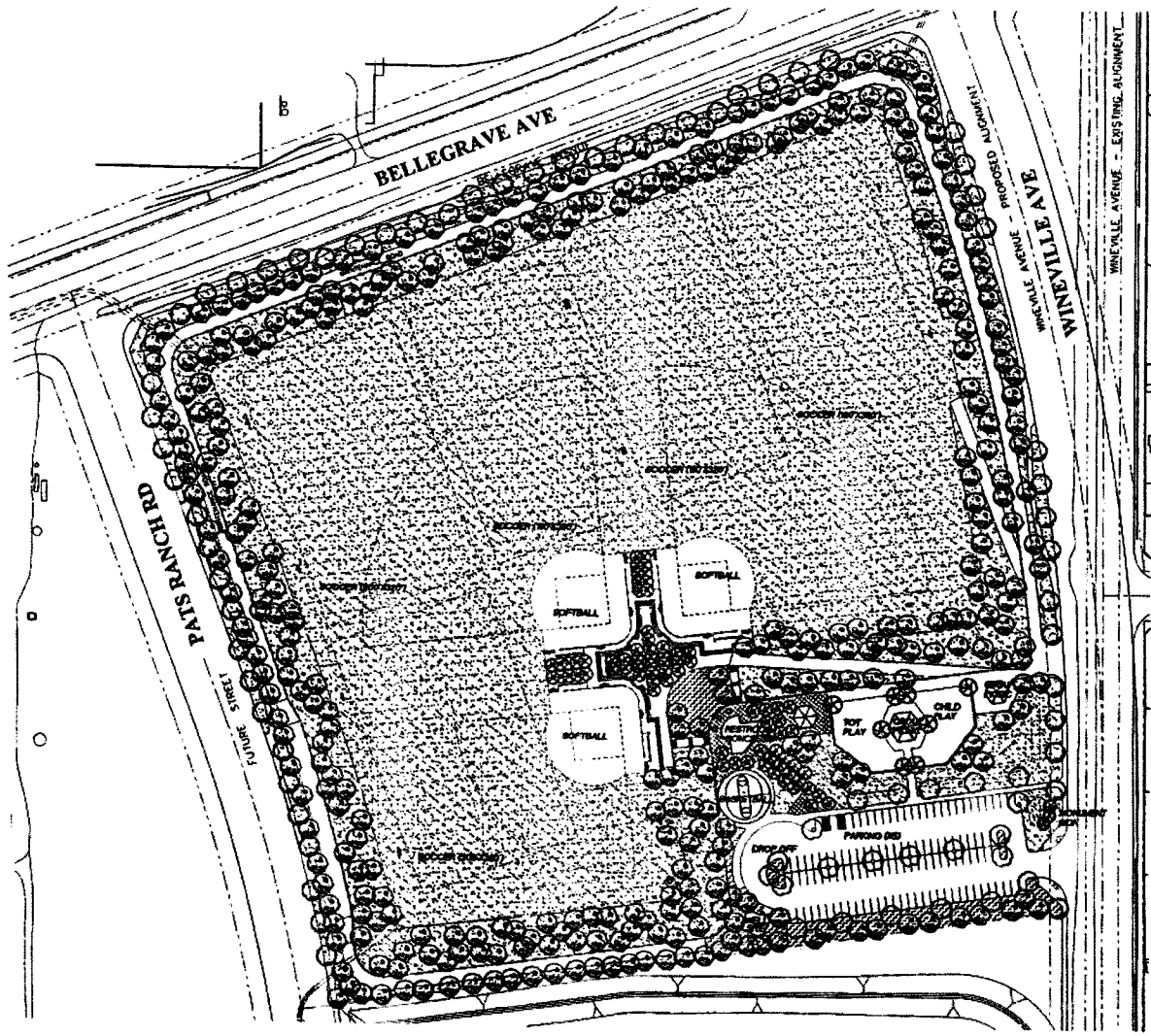


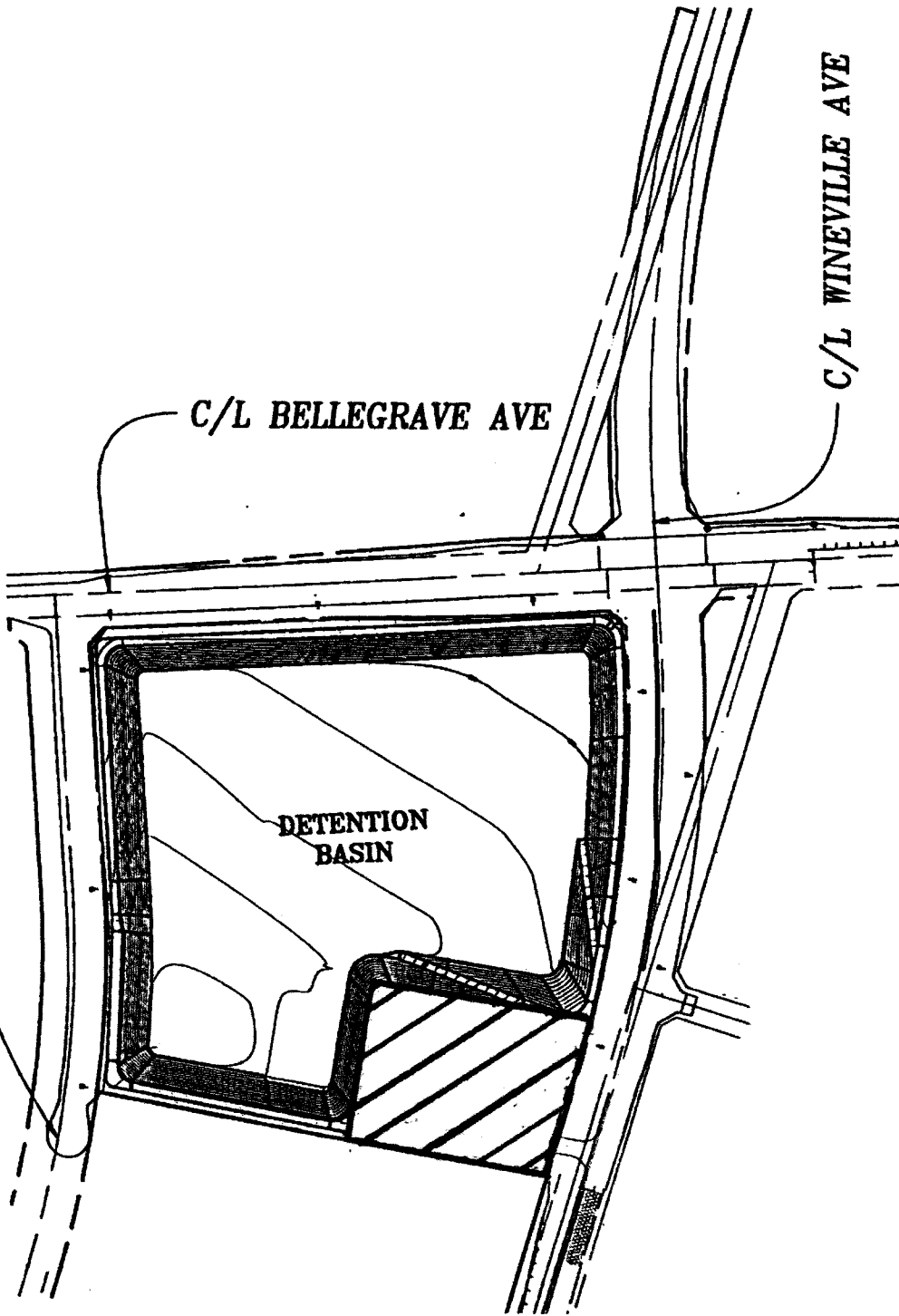
EXHIBIT "B"
1 OF 2



C/L PATS RANCH RD

C/L BELLEGRAVE AVE

C/L WINEVILLE AVE



DETENTION
BASIN

EXHIBIT "B"
2 OF 2