

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

211B



FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
June 16, 2015

SUBJECT: Murrieta Creek Phase II, Project No. 7-0-00021; Adopt Resolution No. F2015-28 Authorization to Purchase a Temporary Construction Easement and Right of Entry in Assessor's Parcel No. 921-020-089; Temporary Construction Easement and Right of Entry Agreement with the City of Temecula; CEQA Finding of Nothing Further is Required, District 3 [\$118,000]

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Finding that the purchase of a temporary construction easement and right of entry will not have a significant impact on the environment, nothing further is required because any potentially significant effects have been adequately analyzed in an earlier Environmental Impact Report (SCH#2000071051) previously certified by this Board; and
- 2) Adopt Resolution No. F2015-28 Authorization to Purchase a Temporary Construction Easement and Right of Entry in property with Assessor's Parcel No. 921-020-089, located in the city of Temecula, County of Riverside, California; and

BACKGROUND:

See Page 2.

GSW:RS:rlp:mcv
P8\169711

WARREN D. WILLIAMS
General Manager-Chief Engineer

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 118,000	\$ N/A	\$ 118,000	\$ N/A	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET DISTRICT COST	\$ 118,000	\$ N/A	\$ 118,000	\$ N/A	
SOURCE OF FUNDS: Murrieta Creek Project 25170 947520 526710 Rent-Lease Land				Budget Adjustment: No	
				For Fiscal Year: 14/15	

C.E.O. RECOMMENDATION:

APPROVE

BY:
Steven C. Horn

County Executive Office Signature

MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT

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

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
Nays: None
Absent: None
Date: June 16, 2015
xc: Flood, Recorder

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

11-4

FISCAL PROCEDURES APPROVED
 JEANINE J. REY, FINANCE DIRECTOR
 DATE: 5/28/15
 BY: GREGORY P. PRIAMOS
 FOR: JEANINE J. REY

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

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

FORM 11: Murrieta Creek Phase II, Project No. 7-0-00021; Adopt Resolution No. F2015-28 Authorization to Purchase a Temporary Construction Easement and Right of Entry in Assessor's Parcel No. 921-020-089; Temporary Construction Easement and Right of Entry Agreement with the City of Temecula; CEQA Finding of Nothing Further is Required, District 3 [\$118,000]

DATE: June 16, 2015

PAGE: Page 2

- 3) Approve the Temporary Construction Easement and Right of Entry Agreement between the District and the City of Temecula and authorize the Chairman of the Board to execute the same on behalf of the District; and
- 4) Authorize the Clerk of the Board to certify acceptance of any documents running in favor of the District as part of this transaction; and
- 5) Authorize the General Manager-Chief Engineer or his designee to execute any other related documents and administer all actions necessary to complete this transaction; and
- 6) Direct the Clerk of the Board to submit the Notice of Determination to the County Clerk for filing within five (5) days of approval of this project, the authorization of the purchase of the temporary construction easement and right of entry.

BACKGROUND:

Summary (continued)

The District, in conjunction with the U.S. Army Corps of Engineers, is in the final phase of preparing construction drawings for the Murrieta Creek Phase II project. This Parcel has also been identified as needed on a temporary basis for access and construction staging to Murrieta Creek.

A Temporary Construction Easement and Right of Entry Agreement has been negotiated with the property owner, the City of Temecula (City), at the fair market value of \$118,000. The City has agreed to take a credit against their future contributions to the project in lieu of cash.

The Right of Entry and Temporary Construction Easement Agreement covers the use of Assessor's Parcel No. 921-020-089, located in the city of Temecula, also identified as RCFC Parcel No 7021-33T. The property contains approximately .68 acre or 29,261 sq. ft. and is unimproved and vacant. The District and Corps will be able to utilize the property for a period of thirty-six (36) months to access to the bottom of the creek from Sixth Street on the east side of Murrieta Creek.

Pursuant to CEQA, the project was reviewed and a Notice of Determination was filed in compliance with Section 21108 or 21152 of the Public Resources Code with the County Clerk of Riverside County on January 30, 2003. The purchase of a right of entry and temporary construction easement described herein was found to not have a significant effect on the environment. This acquisition was contemplated and adequately analyzed in the earlier Environmental Impact Report (SCH#2000071051) considered and certified by the Board on January 28, 2003, Agenda Item 11.5, Resolution No. F2003-1. Therefore, nothing further is required.

This action is necessary to facilitate the construction of the Murrieta Creek Phase II improvements.

Resolution No. F2015-28 and the Temporary Construction Easement and Right of Entry Agreement have been approved as to form by County Counsel.

Impact on Residents and Businesses

This project will reduce flooding in the Old Town section of the City, thereby protecting property and residents.

ATTACHMENTS (if needed, in this order):

- A. Resolution No. F2015-28
- B. Temporary Construction Easement and Right of Entry Agreement
- C. Notice of Determination

BOARD OF SUPERVISORS

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

RESOLUTION NO. F2015-28

AUTHORIZATION TO PURCHASE A TEMPORARY CONSTRUCTION EASEMENT
AND RIGHT OF ENTRY IN REAL PROPERTY
IDENTIFIED WITH ASSESSOR'S PARCEL NUMBER 921-020-089
MURRIETA CREEK PHASE II
PROJECT 7-0-00021

WHEREAS, the Riverside County Flood Control and Water Conservation District ("District") has been working with the U.S. Army Corps of Engineers on the Murrieta Creek Flood Control, Environmental Restoration and Recreation Project, which would reduce the potential threat of future flooding along Murrieta Creek in the Southwest area of Riverside County; and,

WHEREAS, the District is constructing certain flood control facilities known as the Murrieta Creek, Phase II ("Project") and needs to acquire certain real property interests in order to implement the Project; and,

WHEREAS, the City of Temecula ("City") is a local participant in this Project pursuant to that certain Cooperative Agreement dated January 11, 2005 between the District, the City and the City of Murrieta; and,

WHEREAS, the City is the record fee owner of that certain approximate 3.64 acre vacant real property located at the northwest corner of Old Diaz Road and Rancho California Road and the northeast corner of Diaz Road and Rancho California Road, and identified as Riverside County Assessor's Parcel Number 921-020-089, also referred to below as Riverside County Flood Control District Parcel No. 7021-33T ("RCFC Parcel No. 7021-33T"), more particularly described on Exhibit "A-7" hereto labeled "Legal Description for Diaz Road Right-of-Way Dedication Remainder Parcel" and depicted on Exhibit "B-7" hereto, which are incorporated herein by this reference ("Property"); and,

WHEREAS, the District desires to acquire from the City and the City desires to grant to the District a temporary construction easement and right of entry ("Rights") with a term of three

FORM APPROVED COUNTY COUNSEL
BY: Synthia M. Gunzel DATE 5-28-15
SYNTHIA M. GUNZEL

1 (3) years on RCFC Parcel No. 7021-33T for construction staging purposes and to facilitate the
2 District's construction of the Project; and,

3 WHEREAS, the District and the City have negotiated the terms and conditions of the
4 acquisition of the Rights and now desire to enter into the Temporary Construction Easement and
5 Right of Entry Agreement ("Agreement"); and,

6 WHEREAS, the District, as lead agency for CEQA purposes, has subsequent approvals
7 for the Murrieta Creek, Phase II Project, such as authorizing the acquisition of real property
8 interests, located in the City of Temecula, State of California, in order to implement the Project;
9 and,

10 WHEREAS, the acquisition of the Rights to the Property is a subsequent discretionary
11 action contemplated for the Murrieta Creek, Phase II Project and was analyzed in the previously
12 certified Environmental Impact Report ("EIR") certified by this Board on January 28, 2003 and a
13 Supplemental Environmental Assessment/Environmental Impact Report (SCH#2000071051)
14 ("SEA/EIR") certified by this Board on August 5, 2014; now, therefore,

15 BE IT RESOLVED, DETERMINED AND ORDERED by vote of the Board of
16 Supervisors of the Riverside County Flood Control and Water Conservation District in regular
17 session assembled on June 16, 2015, at 10:30 a.m. or soon thereafter, in the meeting room of the
18 Board of Supervisors of the District located on the 1st Floor of the County Administrative Center,
19 4080 Lemon Street, Riverside, California, based upon the evidence and testimony presented on
20 the matter, both written and oral, including the EIR and SEA/EIR, as it relates to the acquisition
21 of the right to possess and use real property project has determined the following:

22 1. The Board has evaluated the proposed acquisition of the Rights in the Property
23 from the City and determined the proposed acquisition is consistent and included in all
24 substantive respects with the Murrieta Creek, Phase II Project approved by the District; and

25 2. Based on the review of the EIR and SEA/EIR, the environmental impacts of the
26 acquisition project have been sufficiently assessed in the EIR and SEA/EIR and the acquisition
27 project has been determined that it would not have a significant effect on the environment based
28 upon substantial evidence in light of the whole record; and

1
2 3. There are no substantial changes in the Murrieta Creek, Phase II Project,
3 including this acquisition project, no substantial changes in circumstances, or no new
4 information which would require the preparation of subsequent negative declaration or other
5 environmental assessment/documentation, pursuant to CEQA and Section 15162 of the CEQA
6 Guidelines; and

7 4. Nothing further is required and no new environmental documentation is warranted
8 because; 1) all potentially significant impacts of the project have been adequately analyzed in an
9 earlier EIR and SEA/EIR pursuant to legal standards; 2) all potentially significant effects of the
10 project have been avoided or mitigated pursuant to the earlier EIR and SEA/EIR; 3) the project
11 will not result in any new significant environmental effects not identified in the earlier EIR and
12 SEA/EIR; 4) the project will not substantially increase the severity of the environmental effects
13 identified in the earlier EIR and SEA/EIR; 5) no considerably different mitigation measures have
14 been identified; and 6) no mitigation measures found infeasible have become feasible.

15 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED by vote of the
16 Board of Supervisors of the Riverside County Flood Control and Water Conservation District
17 ("Board"), that this Board authorizes the purchase of a Temporary Construction Easement and
18 Right of Entry in certain real property located in the city of Temecula, County of Riverside, State
19 of California, identified with Assessor's Parcel Number 921-020-089, more particularly
20 described on Exhibits "A-7" and "B-7", for a purchase price of \$118,000.00, from the owner, the
21 City of Temecula, pursuant to the terms and conditions of the Agreement.

22 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the
23 Temporary Construction Easement and Right of Entry Agreement between the District and the
24 City is hereby approved and the Chairman of the Board of Supervisors of the District is
25 authorized to execute the same on behalf of the District.

26 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Clerk of
27 the Board certify acceptance of any documents conveying the real property interest in favor of
28 the District to complete the purchase.

1 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the General
2 Manager-Chief Engineer or his designee is authorized to execute any other documents and
3 administer all actions necessary to complete the purchase of the real property interest and this
4 transaction.

5
6
7 ROLL CALL:

8 Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
9 Nays: None
Absent: None

10
11 The foregoing is certified to be a true copy of a resolution duly
adopted by said Board of Supervisors on the date therein set forth.

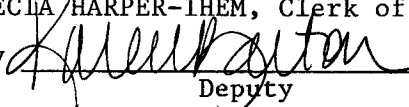
12 KECIA HARPER-IHEM, Clerk of said Board
13 By 
14 Deputy

EXHIBIT "A-7"
LEGAL DESCRIPTION
FOR
DIAZ ROAD RIGHT-OF-WAY DEDICATION
REMAINDER PARCEL

THAT PORTION OF PARCELS 1 AND 2 OF PARCEL MAP 19580 AS SHOWN BY A MAP ON FILE IN BOOK 154, PAGES 92 THROUGH 96 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERLY MOST CORNER OF PARCEL 1 OF SAID PARCEL MAP, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY OF DIAZ ROAD;

THENCE SOUTH 18°26'21" EAST, 42.92. FEET ALONG SAID RIGHT-OF-WAY TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 18°26'21" EAST, 659.41 FEET ALONG SAID RIGHT-OF-WAY TO THE BEGINNING OF A CORNER CUT-BACK AS SHOWN ON SAID MAP;

THENCE SOUTH 23°45'52" WEST, 30.90 FEET ALONG SAID CORNER CUT-BACK TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF RANCHO CALIFORNIA ROAD AS SHOWN ON SAID MAP, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1411.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 24°01'55" EAST;

THENCE WESTERLY ALONG SAID CURVE AND SAID RIGHT-OF-WAY THROUGH A CENTRAL ANGLE OF 14°22'41", AN ARC LENGTH OF 354.08 FEET;

THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY NORTH 51°13'50" WEST, 59.50 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 800.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 89°43'06" WEST;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°50'06", AN ARC LENGTH OF 276.95 FEET;

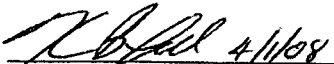
THENCE NORTH 19°33'12" EAST, 301.49 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 900.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°43'35", AN ARC LENGTH OF 168.49 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 158,554 SQUARE FEET OR 3.64 ACRES MORE OR LESS.

THIS DESCRIPTION ALSO BEING SHOWN ON THE ATTACHED EXHIBIT "B-7" AND THEREBY BEING MADE A PART HEREOF.

PREPARED UNDER MY SUPERVISION:



KEVIN B. COZAD
REGISTERED PROFESSIONAL ENGINEER NO. 26159
EXPIRES: 3-31-2010



Page 1 of 1
March 18, 2008
BY: R.C.O.
CK'D BY: B. Fox
F:\1010500\legals\Diaz Rd 3 UPDATE.doc

EXHIBIT "B-7"

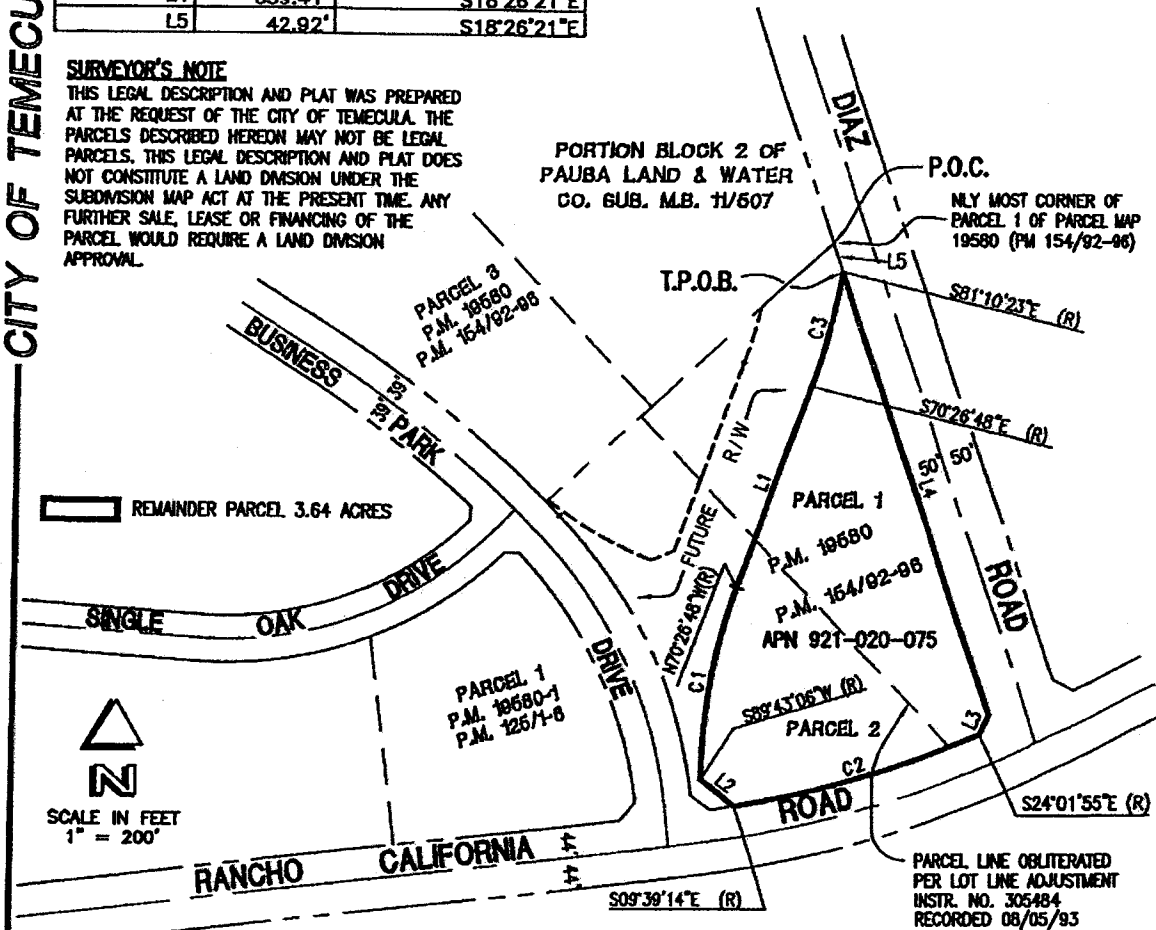
LINE TABLE		
LINE	LENGTH	BEARING
L1	301.49'	N19°33'12"E
L2	59.50'	N51°13'50"W
L3	30.90'	S23°45'52"W
L4	659.41'	S18°26'21"E
L5	42.92'	S18°26'21"E

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	276.95'	800.00'	19°50'06"
C2	354.08'	1411.00'	14°22'41"
C3	168.49'	900.00'	10°43'35"

SURVEYOR'S NOTE

THIS LEGAL DESCRIPTION AND PLAT WAS PREPARED AT THE REQUEST OF THE CITY OF TEMECULA. THE PARCELS DESCRIBED HEREON MAY NOT BE LEGAL PARCELS. THIS LEGAL DESCRIPTION AND PLAT DOES NOT CONSTITUTE A LAND DIVISION UNDER THE SUBDIVISION MAP ACT AT THE PRESENT TIME. ANY FURTHER SALE, LEASE OR FINANCING OF THE PARCEL WOULD REQUIRE A LAND DIVISION APPROVAL.

CITY OF TEMECULA



PREPARED FOR:
CITY OF TEMECULA
43200 BUSINESS PARK DR.
TEMECULA, CA 92590
(951) 694-6411

RECORD OWNER:
CITY OF TEMECULA



PREPARED BY:



CIVIL / STRUCTURAL ENGINEERS
MUNICIPAL CONSULTANTS / PLANNERS
SURVEYORS / GPS

151 South Grand Street - Hemet, Co 82544
TEL. (951) 852-4454 • FAX (951) 766-8942
E-MAIL: info@cozadandfox.com

File name: F:\0105901.02\DWG\0105901_02.DWG

JAN 28 2010

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSURED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PAGES MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.

SEC 2, 3, 11 T8SR3W
CITY OF TEMECULA

TRA 013-057

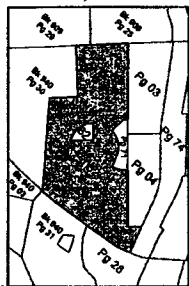
921-02
20-50-0

- Legend**
- Lot Lines
 - Right-of-Way
 - Old Lot Lines
 - Reference R.O.W
 - Other Easements
 - Lease Area
 - Subdivision To-Mark



ASSESSOR'S MAP 81021 PG.02
Riverside County, Calif.

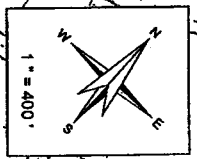
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- Map References**
- MS 11507 - 0 SD PALM LAND & WATER CO.
 - PM 1251 - 6 PARCEL MAP 19980-1
 - PM 13753 - 98 PARCEL MAP 20073
 - PM 15492 - 96 PARCEL MAP 19850
 - CM 1741 - 24 PAR 11 4068986 09/15/08
 - PM 15892 - 83 PARCEL MAP 21501

January 2010

Old Parcel Number	New Parcel Number
001713	148
001717	149
001721	150
001725	151
001729	152
001733	153
001737	154
001741	155
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001757	159
001761	160
001765	161
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001773	163
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002721	400



Notice of Determination

Appendix D

To: County Clerk
County of Riverside
2724 Gateway Drive
Riverside, CA 92507

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

From: Riverside County Flood Control
1995 Market Street
Riverside, CA 92501
Contact: Mike Wong
Phone: 951.955.1233

6/17/15 RD
Date Initial

SUBJECT:

Filing of Notice of Determination in compliance with Section 21152 of the Public Resources Code.

State Clearinghouse Number (if submitted to State Clearinghouse): N/A

Project Title:

Murrieta Creek Phase II, Project No. 7-0-00021; Authorization to Purchase a Temporary Construction Easement and Right of Entry in Assessor's Parcel Number 921-020-089

Project Location (include county):

The Temporary Construction Easement and Right of Entry covers 3.64 acres of vacant and unoccupied land adjacent to Murrieta Creek within the city of Temecula, which is located in southwesterly Riverside County, California. The location is northeast of the intersection of Rancho California Road and Diaz Road. The location is within Township 8 South, Range 3 West, unsectioned northeasterly portion of the Temecula, California 7.5 Minute USGS Quadrangle.

Project Description:

The project consists of a Temporary Construction Easement and Right of Entry Agreement (Agreement) between the District and the City of Temecula (City). The Agreement covers the use of City property to be utilized by the District and the U.S. Army Corps of Engineers for a period of thirty-six (36) months to provide storage and assembly of equipment and materials. The Murrieta Creek Flood Control, Environmental Restoration and Recreation Project received project-specific analysis in the previously certified Final EIR (SCH #2000071051). A Supplemental EIR was prepared pursuant to CEQA Guidelines Section 15163 to address the Phase II modifications to the project previously analyzed in the Final EIR. After evaluation, it was determined that none of the conditions described in Section 15162 of the CEQA Guidelines calling for the preparation of a subsequent MND or EIR have occurred, and nothing further is required.

This is to advise that the Riverside County Flood Control and Water Conservation District, as lead agency, has approved the above-described Agreement on June 16, 2015 and has made the following determinations regarding the above-described project:

1. The Agreement will not have a significant effect on the environment.
2. An Environment Impact Report and a Supplemental EIR (SCH #2000071051) were prepared and certified and considered, respectively, pursuant to CEQA.
3. The Agreement between the District and City was reviewed and it was determined that although the proposed project could have a significant effect on the environment, no new environmental documentation is required because (a) the Project was adequately analyzed in the earlier EIR and the Supplemental EIR (collectively hereinafter referred to as the "Documents") for the Project pursuant to the applicable legal standards; (b) all potentially significant effects of the Project have been avoided or mitigated pursuant to the earlier Documents; (c) the Project will not result in any new significant environmental effects not identified in the earlier Documents; (d) the Project will not substantially increase the severity of the environmental effects identified in the Documents; (e) no considerably different mitigation measures have been identified; and (f) no mitigation measures found infeasible have become feasible. The Agreement is an implementing action in furtherance of the Project and is consistent with the characteristics evaluated in the Documents.
4. Nothing further is required because all potentially significant effects have been adequately addressed in the Documents.

This is to certify that the FEIR/Supplemental EIR, supporting documentation, and record of approval are available to the General Public at: Office of Clerk of the Board, County Administrative Center, 4080 Lemon Street, Riverside, CA 92501

[Signature]
Signature (Public Agency)

Board Assistant
Title

6/16/15
Date

Date received for filing at OPR:

Revised 2004

Authority cited: Sections 21083 and 21087, Public Resources Code.
Reference: Sections 21000-21174, Public Resources Code.

JUN 16 2015 11-4

RIVERSIDE COUNTY CLERK-RECORDER

AUTHORIZATION TO BILL

TO BE FILLED OUT BY SUBMITTING AGENCY

DATE: 4/17/2015 BUSINESS UNIT/AGENCY: FLOOD CONTROL - FCARC

ACCOUNTING STRING:

ACCOUNT: 526410 FUND: 25170
DEPT ID: 947520 PROGRAM: _____

AMOUNT: \$50.00

REF: CEQA posting for Murrieta Creek Phase II Project 227-7-8-00021-00-30-0000-000

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO ISSUE AN INVOICE FOR PAYMENT OF ALL DOCUMENTS INCLUDED.

NUMBER OF DOCUMENTS INCLUDED: 1

AUTHORIZED BY: Michael Reyes *MR 5/18/15*
PRESENTED BY: Randy Sheppard EXT 51306
CONTACT: Michael Reyes

TO BE FILLED OUT BY COUNTY CLERK

ACCEPTED BY: _____

DATE: _____

DOCUMENT NO(S)/INVOICE NO(S): _____

STATE OF CALIFORNIA - THE RESOURCES AGENCY
DEPARTMENT OF FISH AND GAME
ENVIRONMENTAL FILING FEE CASH RECEIPT

RECEIVED

MAR 24 2003

Receipt # 200300072

RIVERSIDE COUNTY FLOOD CONTROL
WATER CONSERVATION DISTRICT

Lead Agency: COUNTY FLOOD CONTROL

Date: 01/30/2003

County Agency of Filing: Riverside

Document No: 200300072

Project Title: MURRIETA CREEK FLOOD CONTROL

Project Applicant Name: COUNTY FLOOD CONTROL

Phone Number: _____

Project Applicant Address: 1995 MARKET ST. RIVERSIDE CA 92501

Project Applicant: Local Public Agency

CHECK APPLICABLE FEES:

Environmental Impact Report

\$850.00

Negative Declaration

Application Fee Water Diversion (State Water Resources Control Board Only)

Project Subject to Certified Regulatory Programs

County Administration Fee

\$64.00

Project that is exempt from fees (DeMinimis Exemption)

Project that is exempt from fees (Notice of Exemption)

Total Received \$914.00

Signature and title of person receiving payment: _____

C. F. F. F.

Notes:

RECORDING REQUESTED BY
AND WHEN RECORDED
RETURN TO:

Riverside County Flood Control and
Water Conservation District
Attention: Greg Walker
1995 Market Street
Riverside, California 92501

WITH A CONFORMED COPY TO:
City of Temecula
Attention: City Clerk
41000 Main Street
Temecula, California 92590

SPACE ABOVE THIS LINE FOR RECORDER'S USE

[X] All of Assessor's Parcel Nos. 921-020-089
RCFC Parcel No. 7021-33T

Documentary Transfer Tax \$0.00

This Instrument is for the benefit of the Riverside County Flood Control and Water Conservation District and is exempt from Recording Fees (Govt. Code § 27383), Filing Fees (Govt. Code § 6103), and Documentary Transfer Tax (Rev & Tax Code § 11922).

**TEMPORARY CONSTRUCTION EASEMENT AND RIGHT OF
ENTRY AGREEMENT BETWEEN RIVERSIDE COUNTY FLOOD
CONTROL AND WATER CONSERVATION DISTRICT AND
CITY OF TEMECULA (APN 910-020-089)**

This Temporary Construction Easement and Right of Entry Agreement ("Agreement") is entered into as of June 16, 2015 ("Effective Date") between the City of Temecula, a municipal corporation ("Grantor" or "City") and Riverside County Flood Control and Water Conservation District, a body politic ("Grantee" or "District"). The City and the District are referred to below collectively as the "Parties".

RECITALS

A. The District has been working with the U.S. Army Corps of Engineers on the Murrieta Creek Flood Control, Environmental Restoration and Recreation Project ("Project"), which would reduce the potential threat of future flooding along Murrieta Creek in the Southwest area of Riverside County.

B. The Project is comprised of several funding sources, including local participation by the Cities of Temecula and Murrieta. The City is a local participant in this Project pursuant to that certain Cooperative Agreement dated January 11, 2005 between the District, the City of Temecula and the City of Murrieta.

C. The City of Temecula is the record fee owner of that certain approximate 3.64-acre vacant real property located at the northwest corner of Old Diaz Road and Rancho California Road and the northeast corner of Diaz Road and Rancho California Road, and identified as Riverside County Assessor's Parcel Number 921-020-089. This parcel is referred to below as Riverside County Flood Control District Parcel No. 7021-33T ("RCFC No. 7021-33T"). RCFC No. 7021-33T is described more particularly on Exhibit "A-7" hereto labeled "Legal Description for Diaz Road Right-of-Way Dedication Remainder Parcel" and depicted on Exhibit "B-7" hereto, which are incorporated herein by this reference.

D. The District desires to acquire from the City and the City desires to grant to the District a temporary construction easement with a term of three years on RCFC No. 7021-33T for construction staging purposes and to facilitate the District's construction of Phase 2 of the Project.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the City and the District mutually agree as follows:

1. The City hereby grants to the District a temporary construction easement and right of entry with a term of three years (referred to below as "temporary construction easement") on RCFC No. 7021-33T to facilitate the construction of Phase 2 of Project, subject to the terms of this Agreement.

2. The total monetary consideration for the District's use of the temporary construction easement pursuant to the terms of this Agreement is \$118,000 (One Hundred Eighteen Thousand Dollars). Said monetary consideration shall be payable as a credit in favor of the City in the amount of the total monetary consideration of \$118,000 towards the City's share of its Local Share costs in connection with the Project.

3. Term. The term of the temporary construction easement will commence on the Effective Date of this Agreement. The temporary construction easement will expire on the earlier of (a) three-years after the Effective Date of this Agreement, or (b) on the date that the District records a Notice of Termination of the temporary construction easement in the Official Records of the County of Riverside. Upon the expiration of the temporary construction easement, the District agrees to take such actions as the City may reasonably request to evidence and give effect to the extinguishment of the temporary construction easement and the relinquishment of the District's rights and interests in the temporary construction easement pursuant to this Agreement. The City grants to the District, its contractors, subcontractors, agents, representatives, employees and all others reasonably deemed necessary by the District, the right to use and occupy the temporary construction easement for a term of three years to facilitate the District's construction of Phase 2 of the Project. The purpose and scope of this temporary construction easement is to allow for the District's storage and assembly of equipment and materials, ingress and egress, and any related support activities to facilitate the construction of Phase 2 of the Project.

4. The District shall replace with material of like kind and quality any improvements, landscaping and irrigation located on RCFC No. 7021-33T that are damaged as a result of the District's construction of the Project.

5. The District shall install and maintain a 6-foot chainlink fence with privacy screens around RCFC No. 7021-33T five business days before it commences its use of the

temporary construction easement and shall maintain said fence during the term of the temporary construction easement.

6. The District shall obtain any necessary permits and approvals required in connection with the District's use of RCFC No. 7021-33T, and shall comply with all local, state, and federal rules that may apply in connection with the District's use of RCFC No. 7021-33T for Phase 2 of the Project.

7. The District shall keep the public right of way free of debris and dirt in connection with its use of the temporary construction easement for Phase 2 of the Project. The District shall sweep the public right of way as necessary to remove dirt and debris. Further, the District shall install a gravel and metal entrance and exit area for RCFC No. 7021-33T in connection with its use of the temporary construction easement.

8. The District agrees to keep the temporary construction easement free of any liens or lien claims made by contractors, subcontractors, suppliers, engineers and/or architects and surveyors who might have lien rights as a result of the District's use of the temporary construction easement in connection with the construction of Phase 2 of the Project. If any such lien is filed on RCFC No. 7021-33T in connection with the District's use of the temporary construction easement, the District will, at its sole cost and expense, have the lien released and discharged of record in a manner satisfactory to the City within thirty (30) calendar days of receiving notice of the lien. If the District fails to remove the lien within such thirty (30) day period, the City will have the right to remove the lien, and District, upon demand, will reimburse the City for all costs and expenses, including without limitation reasonable attorneys' fees incurred by the City in connection with such removal. To the extent permitted by law, the District hereby indemnifies the City from and against all claims and demands for payment, or liens or lien claims made against the City by contractors, subcontractors, suppliers, engineers and/or architects and surveyors who might have lien rights as a result of the District's use of RCFC No. 7021-33T for the construction of Phase 2 of the Project.

9. Notices. All notices and demands will be given in writing by certified or registered mail, postage prepaid, and return receipt requested, or by overnight carrier. Notices will be considered given upon the earlier of (a) two business days following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested, or (b) one business day following deposit with an overnight carrier service. The Parties will address such notices as provided below or as may be amended by written notice:

City: City of Temecula
41000 Main Street
Temecula, California 92590
Attention: Aaron Adams, City Manager

Copy to: Richards, Watson & Gershon
Attention: Peter M. Thorson, City Attorney
355 South Grand Avenue, 40th Floor
Los Angeles, California 90071-3101

Grantor: Riverside County Flood Control & Water Conservation District
1995 Market Street
Riverside, California 92501
Attention: Greg Walker

Copy to: Riverside County Counsel's Office

Attention: Synthia M. Gunzel, Deputy County Counsel
3960 Orange Street, Fifth Floor
Riverside, California 92501-3674

10. Miscellaneous Provisions.

a. *Authority to Bind Parties and Execute Agreement.* The City and the District represent and warrant to one another that this Agreement constitutes a binding obligation on each of them and that the person executing this Agreement is authorized to execute the Agreement on behalf of the respective Party and to bind it.

b. *Entire Agreement.* This Agreement reflects the entire agreement between the City and the District regarding the District's use of the temporary construction easement on RCFC No. 7021-33T, and shall supersede all prior or contemporaneous oral or written understandings, statements, representations or promises between the City and the District concerning the subject matter of this Agreement.

c. *Governing Law.* This Agreement is deemed to have been prepared by each of the Parties hereto, and any uncertainty or ambiguity herein shall not be interpreted against the drafter, but rather, if such uncertainty or ambiguity exists, shall be interpreted according to the applicable rules of interpretation of contracts under the laws of the State of California, and not the substantive law of another state or the United States or federal common law. This Agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the Parties shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

d. *Amendment or Modification.* This may be modified or amended only by a writing executed by all Parties to this Agreement.

e. *Partial Invalidity/Severability.* Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement or the application of such provision to any person or circumstance is, to any extent, deemed to be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such invalidity or unenforceability, unless such provision or such application of such provision is essential to this Agreement.

f. *Successors-in-Interest and Assigns.* Except as otherwise provided herein, the provisions of this Agreement will be binding on and inure to the benefit of the Parties hereto and their respective heirs, successors and assigns.

g. *Legal Representation.* The Parties, and each of them, acknowledge that in connection with the negotiation and execution of this Agreement, they have each been represented by independent counsel of their own choosing and the Parties executed the Agreement after review by such independent counsel, or, if they were not so represented, said non-representation is and was the voluntary, intelligent and informed decision and election of any of the Parties not so represented; and, prior to executing this Agreement, each of the Parties has had an adequate opportunity to conduct an independent investigation of all the facts and circumstances with respect to the matters that are the subject of this Agreement.

h. *Counterparts, Facsimile & Electronic Signatures.* This Agreement may be executed in whole or in counterparts which together shall constitute the entire Agreement. Facsimile or electronic signatures/counterparts to this Agreement shall be effective as if the original signed counterpart were delivered.

i. *Fees and Costs.* Each of the Parties to this Agreement shall bear its own attorneys' fees and costs, including, but not limited to expert fees, incurred in connection with negotiating the matters described in this Agreement.

IN WITNESS WHEREOF, the City and the District have entered into this Agreement as of the date set forth above.

[Signatures on Next Page]

GRANTEE

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

Dated: JUN 16 2015

By: *Marvin Asseley*
Chairman, Riverside County Flood
Control and Water Conservation District
Board of Supervisors

ATTEST:

By: *Kecia Harper-Ihem*
Kecia Harper-Ihem
Clerk of the Board

APPROVED AS TO FORM:

GREGORY P. PRIAMOS
County Counsel

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

GRANTOR

**CITY OF TEMECULA, a municipal
corporation**

Dated: 4/29/15

By: *Jeff Comerchero*
Jeff Comerchero, Mayor

ATTEST:

Randi Johl-Olson
Randi Johl-Olson
City Clerk

APPROVED AS TO FORM:

Dated: 4/29/15

RICHARDS, WATSON & GERSHON

Peter M. Thorson
Peter M. Thorson
City Attorney

EXHIBIT "A-7"
LEGAL DESCRIPTION
FOR
DIAZ ROAD RIGHT-OF-WAY DEDICATION
REMAINDER PARCEL

THAT PORTION OF PARCELS 1 AND 2 OF PARCEL MAP 19580 AS SHOWN BY A MAP ON FILE IN BOOK 154, PAGES 92 THROUGH 96 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERLY MOST CORNER OF PARCEL 1 OF SAID PARCEL MAP, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY OF DIAZ ROAD;

THENCE SOUTH 18°26'21" EAST, 42.92. FEET ALONG SAID RIGHT-OF-WAY TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 18°26'21" EAST, 659.41 FEET ALONG SAID RIGHT-OF-WAY TO THE BEGINNING OF A CORNER CUT-BACK AS SHOWN ON SAID MAP;

THENCE SOUTH 23°45'52" WEST, 30.90 FEET ALONG SAID CORNER CUT-BACK TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF RANCHO CALIFORNIA ROAD AS SHOWN ON SAID MAP, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1411.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 24°01'55" EAST;

THENCE WESTERLY ALONG SAID CURVE AND SAID RIGHT-OF-WAY THROUGH A CENTRAL ANGLE OF 14°22'41", AN ARC LENGTH OF 354.08 FEET;

THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY NORTH 51°13'50" WEST, 59.50 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 800.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 89°43'06" WEST;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°50'06", AN ARC LENGTH OF 276.95 FEET;

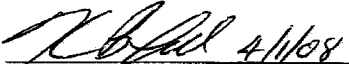
THENCE NORTH 19°33'12" EAST, 301.49 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 900.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°43'35", AN ARC LENGTH OF 168.49 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 158,554 SQUARE FEET OR 3.64 ACRES MORE OR LESS.

THIS DESCRIPTION ALSO BEING SHOWN ON THE ATTACHED EXHIBIT "B-7" AND THEREBY BEING MADE A PART HEREOF.

PREPARED UNDER MY SUPERVISION:

 4/1/08

KEVIN B. COZAD
REGISTERED PROFESSIONAL ENGINEER NO. 26159
EXPIRES: 3-31-2010



Page 1 of 1
March 18, 2008
BY: R.C.O.
CK'D BY: B. Fox
F:\0105900\legal\stDiaz Rd 3 UPDATE.doc

EXHIBIT "B-7"

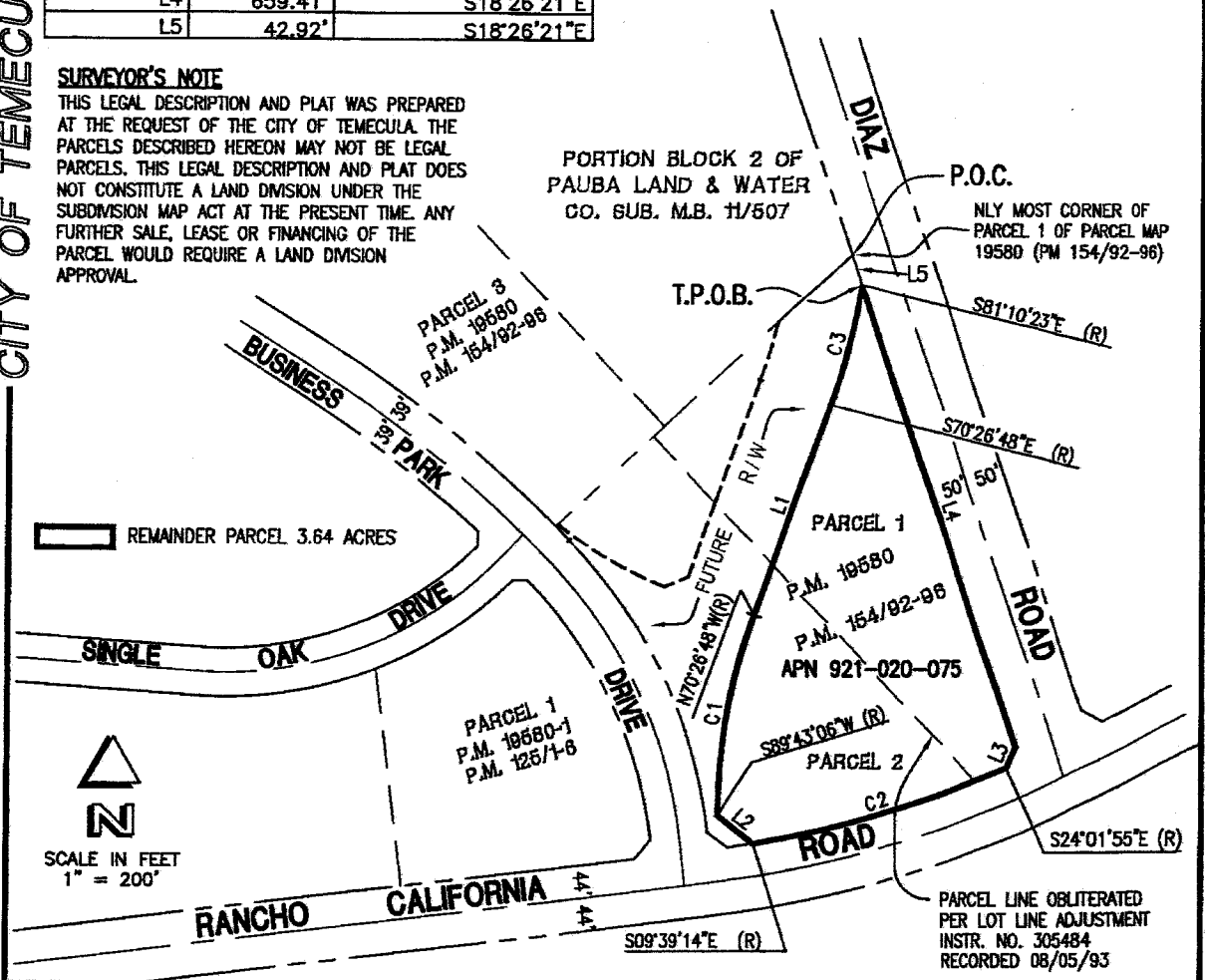
CITY OF TEMECULA

LINE TABLE		
LINE	LENGTH	BEARING
L1	301.49'	N19°33'12"E
L2	59.50'	N51°13'50"W
L3	30.90'	S23°45'52"W
L4	659.41'	S18°26'21"E
L5	42.92'	S18°26'21"E

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	276.95'	800.00'	19°50'06"
C2	354.08'	1411.00'	14°22'41"
C3	168.49'	900.00'	10°43'35"

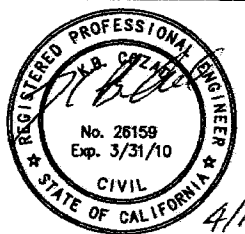
SURVEYOR'S NOTE

THIS LEGAL DESCRIPTION AND PLAT WAS PREPARED AT THE REQUEST OF THE CITY OF TEMECULA. THE PARCELS DESCRIBED HEREON MAY NOT BE LEGAL PARCELS. THIS LEGAL DESCRIPTION AND PLAT DOES NOT CONSTITUTE A LAND DIVISION UNDER THE SUBDIVISION MAP ACT AT THE PRESENT TIME. ANY FURTHER SALE, LEASE OR FINANCING OF THE PARCEL WOULD REQUIRE A LAND DIVISION APPROVAL.



PREPARED FOR:
 CITY OF TEMECULA
 43200 BUSINESS PARK DR.
 TEMECULA, CA 92590
 (951) 694-6411

RECORD OWNER:
 CITY OF TEMECULA



PREPARED BY:



CIVIL / STRUCTURAL ENGINEERS
 MUNICIPAL CONSULTANTS / PLANNERS
 SURVEYORS / GPS
 151 South Girard Street - Hemet, Ca 92544
 TEL. (951) 852-4454 • FAX (951) 768-9942
 E-MAIL: lboozad@lboozad.com

File name: F:\0105901.02\DWG\0105901_02.DWG