

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



ITEM
11.5
(ID # 3036)

MEETING DATE:
Tuesday, December 13, 2016

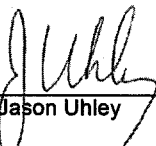
FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Adopt Resolution No. F2016-23 Authorization to Convey Easement Interests in Real Property within and over Anza Channel APN 155-290-030), La Sierra Channel (APN 146-253-026) and La Sierra Channel-Jones Lateral (APN 143-342-043) to City of Riverside for Riverside Transmission Reliability Project by Easement Deeds; CEQA Findings of Exemption; Project Nos. 1-0-00150 and 1-0-00060, 1st and 2nd Districts [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the Project is exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Sections 15301(b), 15303(d) and 15061 (b)(3); and

P8\208302


Jason Uhley

11/30/2016

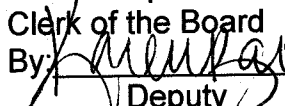
FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET DISTRICT COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment No	
			For Fiscal Year:	

C.E.O. RECOMMENDATION: APPROVE

MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT

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

Ayes: Jeffries, Tavaglione, Washington and Ashley
Nays: None
Absent: Benoit
Date: December 13, 2016
xc: Flood, Recorder

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

11-5

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

RECOMMENDED MOTION: That the Board of Supervisors:

2. Adopt Resolution No. F2016-23 Authorization to Convey Easement Interests in Real Property within and over a portion of Assessor's Parcel Numbers 155-290-030 (RCFC Parcel 1150-1E and 1F); 146-253-026 (RCFC Parcel 1060-27), and 143-342-043 (RCFC Parcel 1060-21) to City of Riverside by Easement Deeds, located in the City of Riverside, County of Riverside, State of California
3. Approve each Agreement for Conveyance of Easements between the City of Riverside and the District for respective easement interests and authorize the Chairman of the Board for the District to execute the same on behalf of the District; and
4. Authorize the Chairman of the Board of Supervisors for the District to execute the Easement Deeds in favor of the City of Riverside; and
5. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five (5) days of approval by the Board of the conveyance of easement interests in real property.

BACKGROUND:

Summary

The District was contacted by the City of Riverside (City) to purchase easement rights within three District facilities to facilitate the installation and maintenance of five (5) power poles, guide wires, aerial power lines and site access. The facilities include Anza Channel within APN 155-290-030 (Parcels 1150-1E & 1F), La Sierra Channel within APN 146-253-026 (Parcel 1060-27) and La Sierra Channel-Jones Lateral within APN 143-342-043 (Parcel 1060-21). The necessary rights to be granted within Anza Channel include easements for the construction of two (2) power poles, an aerial easement over the District's concrete channel, and an access easement from Arlington Avenue along the District's maintenance road; La Sierra Channel includes an easement for two (2) poles and an aerial easement over the District's concrete channel at Hole Avenue; and La Sierra Channel-Jones Lateral includes an easement for a power pole and guidewires.

The City of Riverside has provided the District with an independent appraisal establishing the fair market value for the easements within the respective facilities to be \$48,000. The City and the District desire to enter into three (3) separate agreements for the sale of right-of-way easements to provide the terms and conditions for this transaction. Therefore, the District would like to convey easements for the described utility purposes to the City of Riverside.

Pursuant to the California Water Code Appendix §48-9, the Board of Supervisors for the District has the power to grant any interest in real property which it owns to public agencies where such grant does not interfere with the use of the real property for the purposes of the District. Staff has evaluated and determined that the conveyance of the easement interests to the City of Riverside will not interfere with the use of the property for the intended purposes of the District.

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

Pursuant to the California Environmental Quality Act (CEQA), the "project" was reviewed and determined to be categorically exempt from CEQA. The "project" is the conveyance of easement interest to the City of Riverside to install and maintain five (5) poles, aerial power lines, and appurtenant guide wires within existing District facilities. The project is consistent with a "Class 1 Categorical Exemption" pursuant to CEQA Guidelines § 15301(b), which includes "Existing facilities of both investor and publicly owned utilities used to provide electric power, natural gas, sewerage, or other public utility services." The project is also consistent with a "Class 3 Categorical Exemption" pursuant to CEQA Guidelines § 15303(d) for "New Construction or Conversion of Small Structures" and is exempt under § 15061(b)(3) common sense exemption because it can be seen with certainty that it will not have a significant effect on the environment.

Resolution No. F2016-23 has been approved as to form by County Counsel.

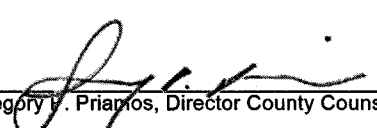
**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

Impact on Residents and Businesses

This project is a conveyance to a public agency and there is no impact to the Residents or Business.

ATTACHMENTS:

1. Resolution No. F2016-23
2. 2 Regional Maps of the subject areas
3. Three (3) Agreements for Conveyance of Easements
4. Easement Deeds to City of Riverside for Parcel Nos. 1150-1E and 1F for electrical poles, aerial lines and access
5. Easement Deed to the City of Riverside for Parcel Nos. 1060-27 and 1060-21 for electrical poles and aerial lines
6. Notice of Exemption (NOE) and Authorization to Bill to pay NOE filing fee



Gregory F. Priamos, Director County Counsel

11/29/2016



Steve C. Horn

12/5/2016

1 "Existing facilities of both investor and publicly owned utilities used to provide electric power,
2 natural gas, sewerage, or other public utility services." The project is also consistent with a "Class
3 3 Categorical Exemption" pursuant to CEQA Guidelines § 15303(d) for "New Construction or
4 Conversion of Small Structures."
5

6 NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the
7 Board of Supervisors ("Board") of the Riverside County Flood Control and Water Conservation
8 District, in regular session assembled on or after December 13, 2016, at or after 9:00 a.m., in its
9 meeting room located on the 1st Floor of the County Administrative Center, 4080 Lemon Street,
10 Riverside, California, finds that the environmental impacts of the project have been sufficiently
11 assessed and have been determined that the activity in question will not have a significant effect
12 on the environment; and the proposed action qualifies for a "Class 1 Categorical Exemption" and
13 a "Class 3 Categorical Exemption" pursuant to Article 19 of the CEQA, State CEQA Guidelines:
14 Sections 15301(b) and 15303(d), respectfully.

15 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED by a vote of this Board
16 that this Board finds that the proposed easement conveyances would not unreasonably interfere
17 with the use of the Property for the District's purposes.

18 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Board
19 authorizes the conveyance of easement rights for power poles, guide wires, aerial powerlines and
20 access purposes to the City of Riverside, within District real property described with Assessor's
21 Parcel Number's 155-290-030, 146-253-026 and 143-342-043, also referenced as RCFC Parcel
22 No. 1150-1E, 1150-1F, 1060-27 and 1060-21, more particularly described in Attachment "1".

23 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that each
24 Agreement for Conveyance of Easements between the District and the City of Riverside for the
25 respective easement interests are hereby approved and the Chairman of the Board of Supervisors
26 of the District is authorized to execute the same on behalf of the District.

27 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Chairman of
28 the Board of Supervisors of the District is authorized to execute the Easement Deeds on behalf of
the District.

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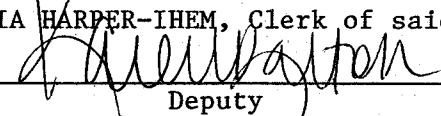
BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the General Manager-Chief Engineer or his designee is authorized to execute any other documents and administer all actions necessary to complete the purchase of the real property and this transaction.

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Clerk of Board is directed to file the Notice of Exemption with the County Clerk within five (5) working days of approval by the Board.

ROLL CALL:

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

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.

KECIA HARPER-IHEM, Clerk of said Board
By 
Deputy

ATTACHMENT 1

EXHIBIT "A"

Public Utility Easement (Overhead)
Por. A.P.N. 155-290-030

That certain real property located in the City of Riverside, County of Riverside, State of California, described as follows:

That portion of Parcel 1150-1E of Record of Survey filed in Record of Survey Book 60, Pages 11 through 14 inclusive, records of Riverside County, California, described as follows:

COMMENCING at the southwesterly corner of Lot 1 of Tract No. 21605, as shown by map on file in Book 163, Pages 6 and 7 of Maps, Records of said Riverside County, point is also on the northeasterly line of said Parcel 1150-1E;

THENCE South $32^{\circ}27'56''$ East, along said northeasterly line, a distance of 18.54 feet;

THENCE South $71^{\circ}07'44''$ West, a distance of 1.05 feet to the **POINT OF BEGINNING**;

THENCE South $19^{\circ}34'15''$ West, a distance of 250.27 feet to a point on the southeasterly line of said Parcel 1150-1E;

THENCE South $79^{\circ}08'35''$ West, a distance of 39.43 feet;

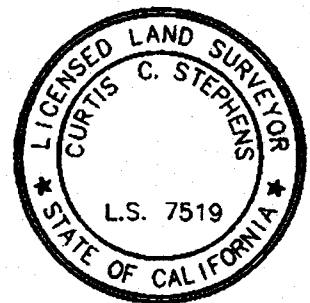
THENCE North $19^{\circ}34'15''$ East, a distance of 270.24 feet;

THENCE South $70^{\circ}25'45''$ East, a distance of 34.00 feet to the **POINT OF BEGINNING**.

Area – 594 square feet or 0.014 acres more or less.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

Curtis C. Stephens 7/16/16 Prep. (CS)
Curtis C. Stephens, L.S. 7519 Date



PAR. 1150-D

R/S 60/11-14

TRACT NO. 21605
M.B. 163/6-7

PAR. 1150-E

1

APN 155-290-030
EASEMENT AREA-
594 S.F. - (0.014 ACRES±)

POC

S32°27'56"E
18.54'

S71°07'44"W
1.05'

N19°34'15"E
270.24'

POB

S19°34'15"W
250.27'

S79°08'35"W
39.43'

R/S 15/39



NOT TO SCALE

55'

ARLINGTON AVENUE

55'

TO VAN BUREN BLVD.

• CITY OF RIVERSIDE, CALIFORNIA •

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

SCALE: NTS

DRAWN BY: CURT

DATE: 7/5/16

SUBJECT: 155-290-030 OVERHEAD EASEMENT - 69KV RTRP PROJECT

EXHIBIT "A"

Poles, Guys and Anchors Easement
Por. A.P.N. 155-290-030

That certain real property located in the City of Riverside, County of Riverside, State of California, described as follows:

That portion of Parcel 1150-1E of Record of Survey filed in Record of Survey Book 60, Pages 11 through 14 inclusive, records of Riverside County, California, described as follows:

PARCEL A41

BEGINNING at the southwesterly corner of Lot 1 of Tract No. 21605, as shown by map on file in Book 163, Pages 6 and 7 of Maps, Records of said Riverside County, point is also on the northeasterly line of said Parcel 1150-1E;

THENCE South 32°27'56" East, along said northeasterly line, a distance of 18.54 feet;

THENCE South 71°07'44" West, a distance of 1.05 feet;

THENCE North 70°25'45" West, a distance of 34.00 feet;

THENCE North 19°34'15" East, a distance of 16.21 feet;

THENCE North 71°07'44" East, a distance of 9.42 feet to a point on the northeasterly line of said Parcel 1150-1E, also being on the southwesterly line of said Lot 1 of Tract No. 21605;

THENCE South 32°27'56" East, along said northeasterly line, a distance of 16.27 feet to the **POINT OF BEGINNING**.

Area – 452.8 square feet or 0.010 acres more or less.

PARCEL A42

COMMENCING at the southwesterly corner of Lot 1 of Tract No. 21605, as shown by map on file in Book 163, Pages 6 and 7 of Maps, Records of said Riverside County, point is also on the northeasterly line of said Parcel 1150-1E;

THENCE South 32°27'56" East, along said northeasterly line, a distance of 18.54 feet;

THENCE South 71°07'44" West, a distance of 1.05 feet;

THENCE South 19°34'15" West, a distance of 250.27 feet to a point on the southeasterly line of said Parcel 1150-1E, and to the **POINT OF BEGINNING** of the parcel of land to be described;

THENCE South 79°08'35" West, a distance of 39.43 feet;

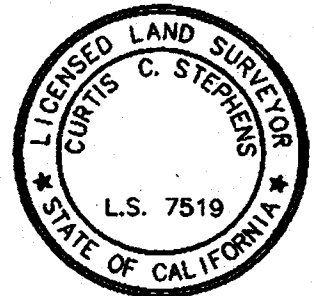
THENCE South 07°03'24" West, a distance of 31.07 feet to a point on the southeasterly line of said Parcel 1150-1E;

THENCE North 48°02'05" East, along said southeasterly line, a distance of 57.21 feet to the **POINT OF BEGINNING**.

Area – 582.8 square feet or 0.013 acres more or less.

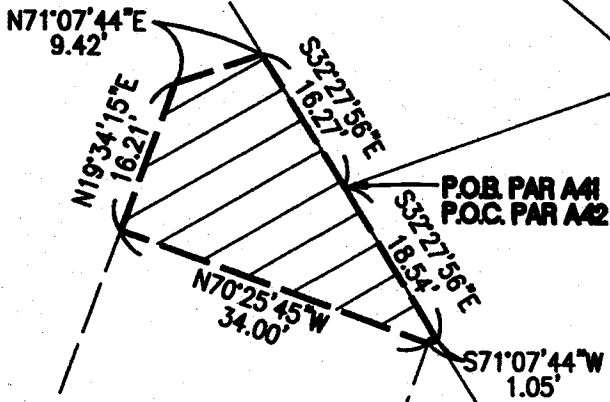
This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

Curtis C. Stephens 7/6/16 Prep. (e)
Curtis C. Stephens, L.S. 7519 Date



TRACT NO. 21605
M.B. 163/6-7

PAR. 1150-ID
R/S 60/11-14
PAR. 1150-IE



PARCEL A41
EASEMENT AREA-4528 SF.

1
SEE PARCEL A41
DETAIL

POB PAR A41
POC PAR A42

S19°34'15"W
250.27'

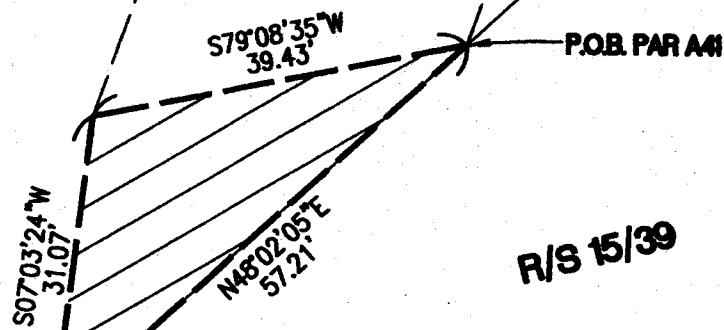
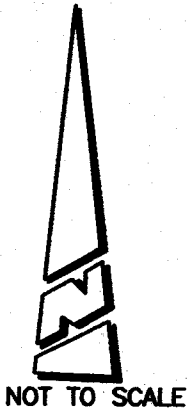
POB PAR A42

SEE PARCEL A42
DETAIL

APN 155-290-030
TOTAL EASEMENT AREA-
1035.6 SF. - (0.024 ACRES±)

R/S 15/39

PARCEL A42
EASEMENT AREA-5828 SF.



55'
ARLINGTON AVENUE
55'
TO VAN BUREN BLVD.

• CITY OF RIVERSIDE, CALIFORNIA •

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

SCALE: NTS

DRAWN BY: CURT

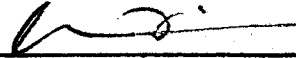
DATE: 7/5/16

SUBJECT: 155-290-030 POLE & GUY EASEMENT - 69KV RTRP PROJECT

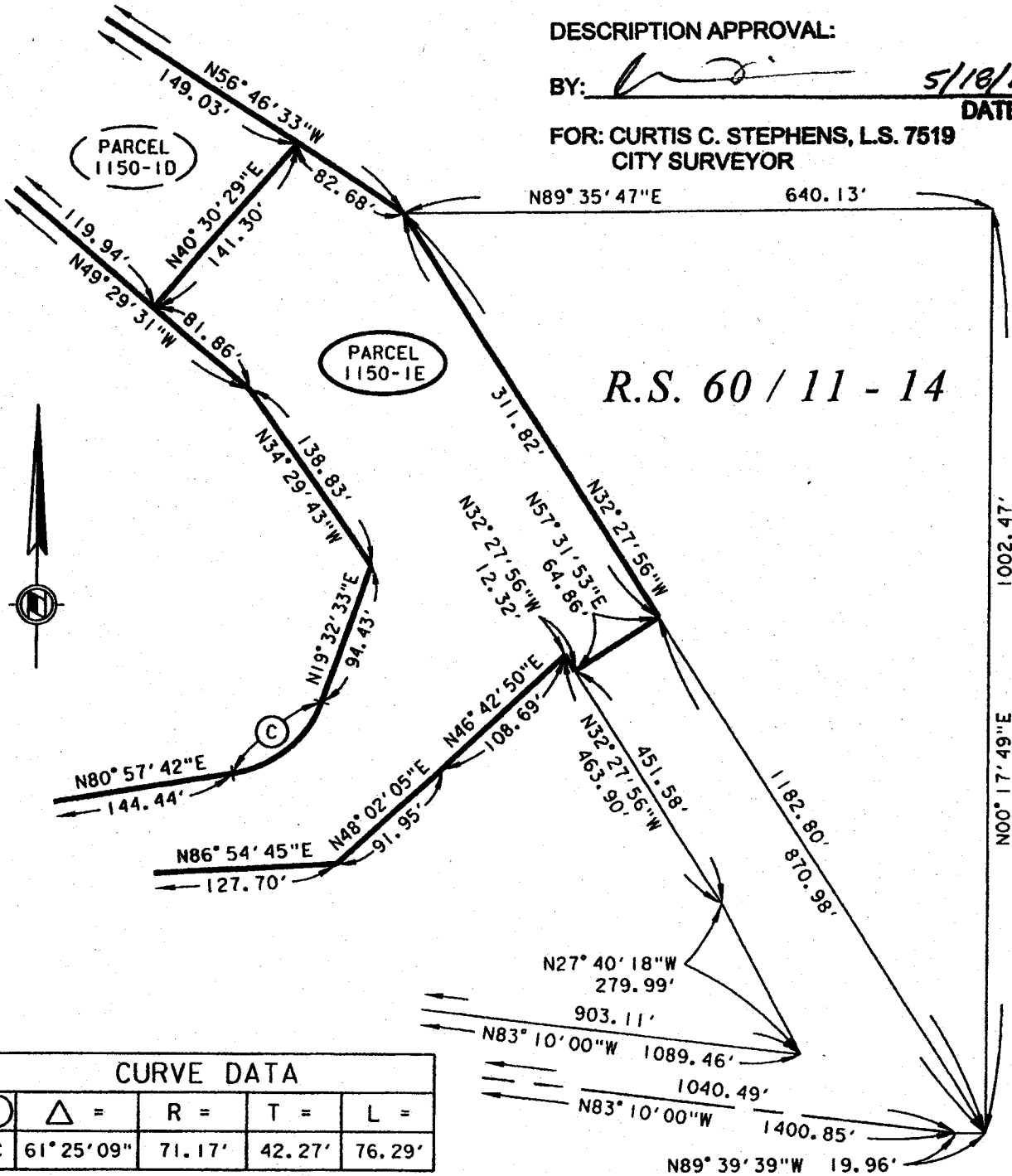
Exhibit "A"

ALL OF PARCEL 1150-1E AND PARCEL 1150-1F AS SHOWN ON RS 60/11-14
RECORDS OF RIVERSIDE COUNTY, CITY OF RIVERSIDE, STATE OF CALIFORNIA.

DESCRIPTION APPROVAL:

BY:  DATE: 5/18/15

FOR: CURTIS C. STEPHENS, L.S. 7519
CITY SURVEYOR



RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NAME:

ANZA CHANNEL

THIS IS SOLELY AN EXHIBIT FOR THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT.

RCFC PARCEL NUMBER(S):
PARCEL 1150-1E
PARCEL 1150-1F

SCALE:
NO SCALE
FEB-09-2015

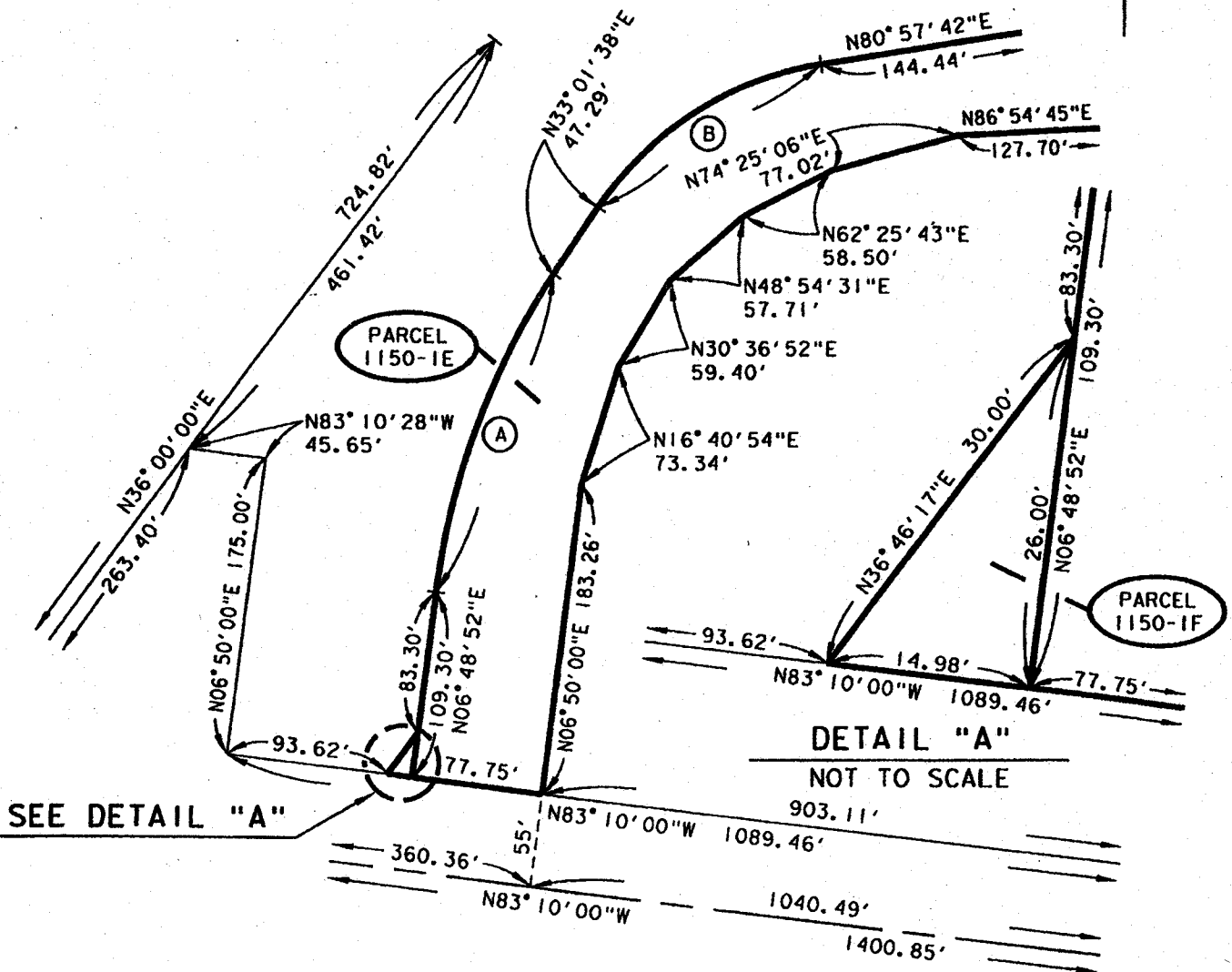
PREPARED BY:
LAH
SHEET NO.
1 OF 2

Exhibit "A"

ALL OF PARCEL 1150-1E AND PARCEL 1150-1F AS SHOWN ON RS 60/11-14
RECORDS OF RIVERSIDE COUNTY, CITY OF RIVERSIDE, STATE OF CALIFORNIA.

CURVE DATA				
○	△ =	R =	T =	L =
A	26° 12' 46"	442.60'	103.05'	202.49'
B	47° 56' 04"	192.94'	85.77'	161.42'

R.S. 60 / 11 - 14



RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NAME: ANZA CHANNEL			
THIS IS SOLELY AN EXHIBIT FOR THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT.	RCFC PARCEL NUMBER(S):	SCALE:	PREPARED BY:
	PARCEL 1150-1E PARCEL 1150-1F	NO SCALE FEB-09-2015	LAH SHEET NO. 2 OF 2

EXHIBIT "A"

Public Utility Easement
POR. A.P.N. 146-253-026

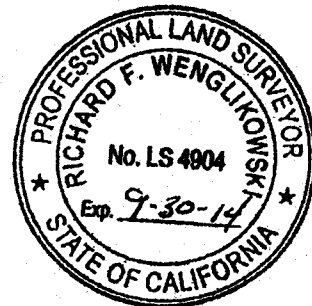
All that certain real property situated in the City of Riverside, County of Riverside, State of California, described as follows:

The Northerly 20.0 feet of those portions of Lots 9, 10 and 11 in Block 39 of La Sierra Gardens, as shown by Map on file in Book 11, pages 42 through 50, inclusive, in Maps, Records of said Riverside County, being the Northerly 20.00 feet of Parcels 1060-26, 1060-27 and 1060-28, of Record of Survey, on file in Book 35, Pages 16 through 18, inclusive, of Record of Surveys, Records of Riverside County, California.

Containing 0.03 Acres or 1,200 square feet, more or less.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

Richard F. Wenglikowski 9/10/13
Richard F. Wenglikowski, L.S. 4904 Date



DESCRIPTION APPROVAL:

BY: K. Stroed 11/5/2013
DATE

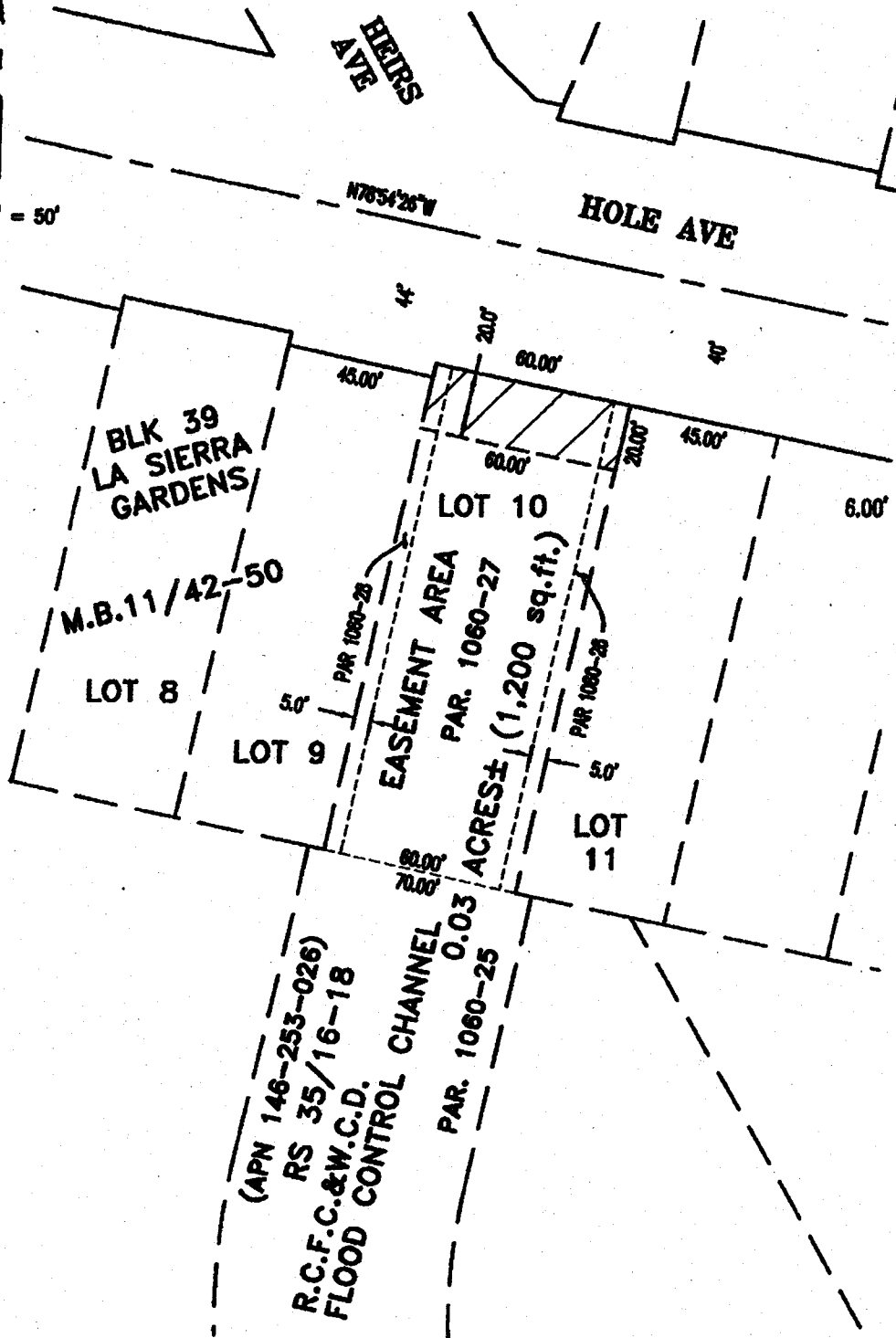
FOR: CURTIS C. STEPHENS, L.S. 7519
CITY SURVEYOR

EXHIBIT "B"

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.



SCALE: 1" = 50'



Richard F.
Wenglikowski PLS
Corey, ID
208-720-5692

DATE
09/06/13

CITY OF RIVERSIDE PUBLIC UTILITY
PUBLIC UTILITY EASEMENT

PROJECT: 69KV RTRP PROJECT

SHEET NO.
1 of 1

DRAWING NO.
CB-64S-14

EXHIBIT "A"

Public Utility Easement
POR. A.P.N. 143-342-043

All that certain real property situated in the City of Riverside, County of Riverside, State of California, and is described as follows:

That portion of Lot CH (Jones Avenue, vacated) of La Sierra Gardens, as shown by map on file in Book 11, Pages 42 through 50 inclusive of Maps, records of Riverside County, California, and being that portion of Parcel 1060-20 of Record of Survey on file in Book 35, Pages 16 through 18 of Record of Surveys, records of said Riverside County, described as follows:

BEGINNING at the intersection of the centerline of said Lot CH (Jones Avenue, vacated) with the southerly line of Hole Avenue, also being the northwesterly corner of said Parcel 1060-20;

THENCE South $78^{\circ}54'26''$ East, along said southerly line of Hole Avenue, a distance of 14.44 feet;

THENCE South $38^{\circ}06'20''$ West, a distance of 20.26 feet;

THENCE North $75^{\circ}32'35''$ West, a distance of 23.07 feet to a point on the northwesterly line of said Parcel 1060-20 distant southwesterly 24.39 feet from the Point of Beginning;

THENCE North $57^{\circ}54'19''$ East along said northwesterly line, a distance of 24.39 feet to the **POINT OF BEGINNING**;

Containing 0.01 acres or 335 square feet, more or less.


This description was prepared by me or under my direction in Conformance with the requirements of the Land Surveyors Act.


Richard F. Wenglikowski, L.S. 4904

9/10/13
Date



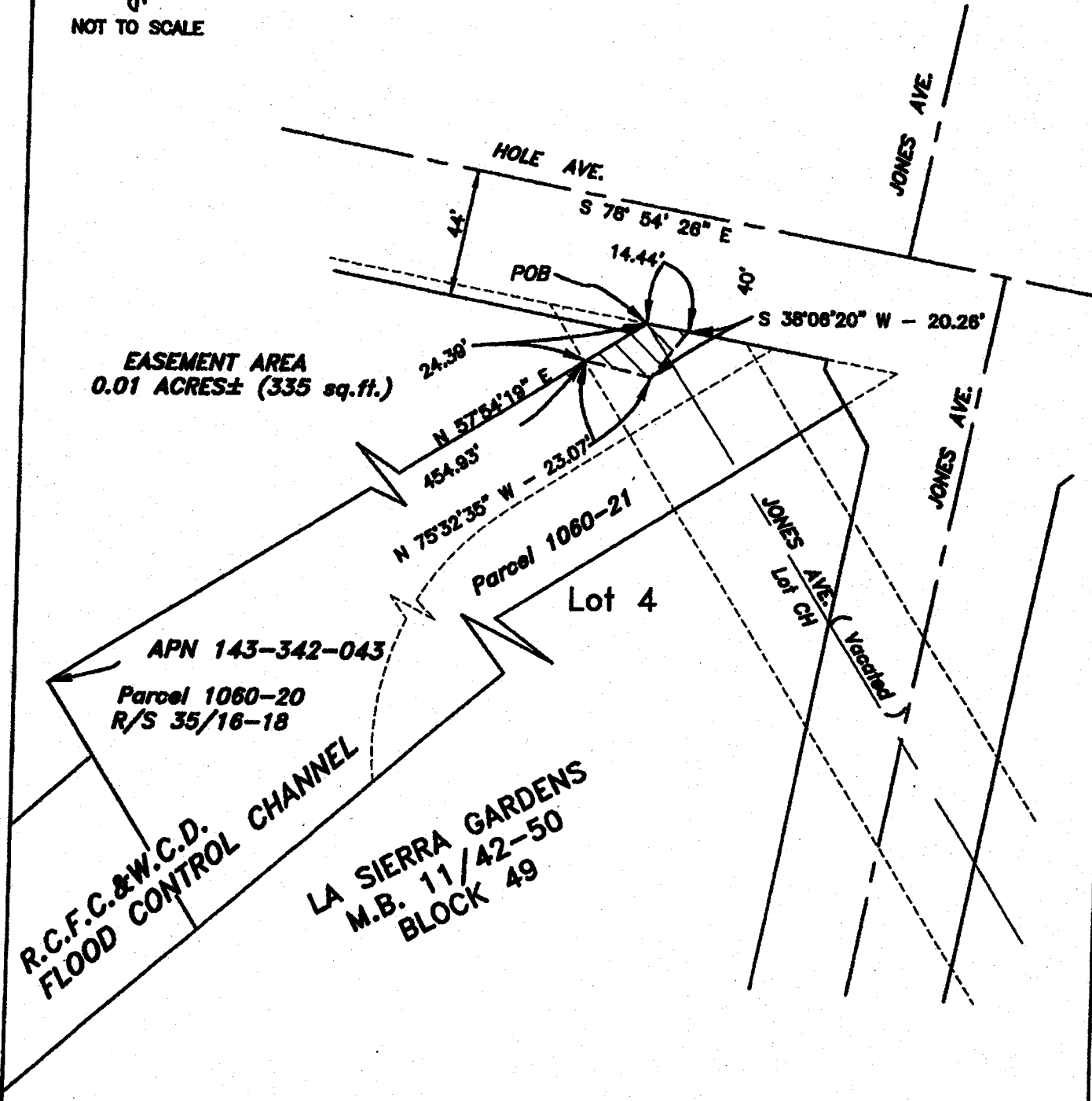
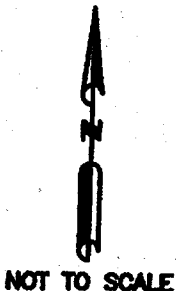
DESCRIPTION APPROVAL:

BY:  11/5/2013
DATE

FOR: CURTIS C. STEPHENS, L.S. 7519
CITY SURVEYOR

EXHIBIT "B"

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.



Richard F. Wenglikowski PLS
 Carey, ID
 208-720-5892

DATE
 09/06/13

CITY OF RIVERSIDE PUBLIC UTILITY
 PUBLIC UTILITY EASEMENT

PROJECT: 69KV RTRP PROJECT

SHEET NO.
 1 of 1

DRAWING NO.
 CB-64S-D45

Notice of Exemption

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

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

From: **Riverside County Flood Control
 and Water Conservation District**
 1995 Market Street
 Riverside, CA 92501
 Attn: Kris Flanigan
 951.955.0000

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

Lead Agency: Riverside County Flood Control and Water Conservation District

Date

Initial

Project Title: Real Property Easement Conveyance to the City of Riverside for Existing Utility Lines

Project Location: City of Riverside; County of Riverside

The proposed easement conveyance includes portions the District's right-of-way for Anza Channel (APN 155-290-030); La Sierra Channel (APN 146-253-026) and La Sierra Channel-Jones Lateral (APN 143-342-043). The proposed easement areas are located within the Riverside West 7.5 Series USGS Topographic Quadrangle map; APN 155-290-030 is located within T2S, R6W Sec. 36; APN 146-253-026 is located within T3S, R6W Sec. 11; and APN 143-342-043 is located within T3S, R6W Sec 11.

Project Description: Approval and execution of an agreement with the City of Riverside for the sale and purchase of real property easement interest within portions of APNs 155-290-030, 146-253-026 and APN 143-342-043. The City has requested an easement to install and maintain five (5) poles, aerial power lines, and appurtenant guide wires within the District's Anza Channel (APN 155-290-030), La Sierra Channel (APN 146-253-026), and La Sierra Channel-Jones Lateral (APN 143-342-043). The necessary rights to be granted within Anza Channel includes an easement for the installation of two (2) power poles, an aerial easement over the District concrete channel, and an access easement from Arlington Avenue along the District's maintenance road; rights within the La Sierra Channel include an easement for two (2) poles and an aerial easement over the District's Concrete channel at Hole Avenue; and rights within the La Sierra Channel-Jones Lateral include an easement for a power pole and guidewires.

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

Public Agency Carrying Out Project: City of Riverside Department of Public Works

Exempt Status: Categorical Exemption pursuant to CEQA Guidelines §§15301(b); 15303(d); and 15061(b)(3)

Reasons Why Project is Exempt: The project is consistent with a "Class 1 Categorical Exemption" pursuant to CEQA Guidelines § 15301(b), which includes "Existing facilities of both investor and publicly owned utilities used to provide electric power, natural gas, sewerage, or other public utility services." The project is also consistent with a "Class 3 Categorical Exemption" pursuant to CEQA Guidelines § 15303(d) for "New Construction or Conversion of Small Structures [including] construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure, [including] water main, sewage, electrical, gas, and other utility extensions, including street improvements, of reasonable length to serve such construction." Pursuant to CEQA Guidelines §Section 15061(b)(3), the project qualifies for the "Common Sense Exemption" because it can be seen with certainty that there is no possibility that the proposed project may have a significant effect on the environment.

Signature: _____

Date: _____

JASON E. UHLEY
 General Manager/Chief Engineer

Signed by Lead Agency

JMV:rlp

DEC 18 2016

11.5

RIVERSIDE COUNTY CLERK-RECORDER

AUTHORIZATION TO BILL

TO BE FILLED OUT BY SUBMITTING AGENCY

DATE: 10/26/2016 BUSINESS UNIT/AGENCY: FLOOD CONTROL - FCARC

ACCOUNTING STRING:


ACCOUNT: 526410 FUND: 25110
DEPT ID: 947400 PROGRAM: _____

AMOUNT: \$50.00

REF: Notice of Exemption Project 221-1-6-00060-00-28-8000 Utility Easement for City of Riverside

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 
PRESENTED BY: Kris Flanigan EXT 58581
CONTACT: Michael Reyes

TO BE FILLED OUT BY COUNTY CLERK

ACCEPTED BY: _____

DATE: _____

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

CDFW/County Fee

COUNTY CLERK FEE SCHEDULE, continued...

Surety Fees

Power of Attorney for Admitted Surety Insurer, One name.....	\$27.00
Power of Attorney for Admitted Surety Insurer, Each additional name.....	27.00
Financial Statement - Admitted Surety Insurer.....	3.50
Revocation of Power of Attorney.....	27.00

County Clerk's Copy and Certification Fees

Certifying a copy of any filed paper.....	1.75
Photocopy or System Page Copy, First Page.....	1.00
Photocopy or System Page Copy, Each Additional Page.....	0.10
Certificate of Proof of Authority of Surety to Act.....	3.50
Certification of Notary Signature, One Name.....	15.00
Certification of Notary Signature (additional requests, same notary).....	2.25
Certification of Translation.....	10.00
Requests via the Public Records Act, First Page.....	1.00
Requests via the Public Records Act, Each Additional Page.....	0.10

Filing Fees

Administration of Oath for Humane Officer.....	5.00
Fish & Game documentary handling fee.....	50.00
All papers for which a fee is not elsewhere provided.....	2.25
Environmental Impact Report	3,069.75
Negative Declaration	2,210.00
FBN Daily Report	100/month

Other Fees

Bank Returned Item Fee	32.00
------------------------------	-------

NOTE:

No documents will be returned unless a stamped, self-addressed envelope is included.

DISCLAIMER: The information contained herein was valid at the time of publication. The Assessor-County Clerk-Recorder reserves the right to modify, change or make improvements at any time, without notice, and assumes no liability for damages incurred directly or indirectly as a result of errors, omissions or discrepancies.

When recorded mail to:

City Clerk's Office
City of Riverside
City Hall, 3900 Main St.
Riverside, CA 92522

FREE RECORDING

This instrument is for the benefit
Of the City of Riverside and is
Entitled to be recorded without
Fee (Government Code §6103)

FOR RECORDERS OFFICE USE ONLY

Project: Riverside Transmission Reliability Project
A.P.N. 155-290-030 (Aerial Easement)
Anza Channel

RCFC Parcel 1150-1E

EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic, as Grantor does grant to the CITY OF RIVERSIDE, a California Charter City and municipal corporation, as Grantee, its successors and assigns, a non-exclusive easement and right-of-way to construct, reconstruct, maintain, operate, inspect, repair, replace and the removal of improvements for *electric energy distribution and transmission facilities, and telecommunication facilities (hereinafter referred to as "systems")*, together with all necessary appurtenances, in, upon, over and along that certain real property situation in the City of Riverside, County of Riverside, State of California, as described in EXHIBIT "A" and depicted in EXHIBIT "B" attached hereto and incorporated herein by this reference. Grantor may continue to use the property as long as said use does not interfere or conflict with easement granted herein

The aerial rights herein granted for the system shall have a minimum vertical clearance of 39.3 feet as shown in Exhibit "C" and any and all improvements, present and in the future shall not be placed below this point.

The rights herein granted shall be for the sole use of the Grantee, its successor and/or assigns, and no rights or interest shall be granted to any other 3rd party.

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT:

Date December 13 2016

By: Marion Ashley

MARION ASHLEY
Chairman
Board of Supervisors

ATTESTS:

KECIA HARPER-IHEM
Clerk of the Board of Supervisors

By: Kecia Harper-Ihem
Deputy

DEC 13 2016 11.5

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

§

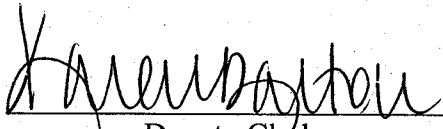
On December 13, 2016, before me, Karen Barton, Board Assistant, personally appeared Marion Ashley, Chairman of the Board of Supervisors of the Flood Control and Water Conservation District, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within 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 Directors

By:


Deputy Clerk

(SEAL)

Riverside County Flood Control and Water Conservation District
APN: 155-290-030 (Aerial Easement)

**CERTIFICATE OF ACCEPTANCE
(Government Code Section §21027)**

THIS IS TO CERTIFY that the interest in real property conveyed by the within instrument to the City of Riverside, a California charter city and municipal corporation, is hereby accepted by the undersigned officer on behalf of the City Council of said City pursuant to authority conferred by Resolution No. 21027 of said City Council adopted September 6, 2005 and the grantee consents to recordation thereof by its duly authorized officer.

DATED: _____

CITY OF RIVERSIDE

By: _____
David Welch
Real Property Services Manager

APPROVED AS TO FORM

By: _____
Supervising Deputy City Attorney

EXHIBIT "A"

Public Utility Easement (Overhead)
Por. A.P.N. 155-290-030

That certain real property located in the City of Riverside, County of Riverside, State of California, described as follows:

That portion of Parcel 1150-1E of Record of Survey filed in Record of Survey Book 60, Pages 11 through 14 inclusive, records of Riverside County, California, described as follows:

COMMENCING at the southwesterly corner of Lot 1 of Tract No. 21605, as shown by map on file in Book 163, Pages 6 and 7 of Maps, Records of said Riverside County, point is also on the northeasterly line of said Parcel 1150-1E;

THENCE South 32°27'56" East, along said northeasterly line, a distance of 18.54 feet;

THENCE South 71°07'44" West, a distance of 1.05 feet to the **POINT OF BEGINNING**;

THENCE South 19°34'15" West, a distance of 250.27 feet to a point on the southeasterly line of said Parcel 1150-1E;


THENCE South 79°08'35" West, a distance of 39.43 feet;

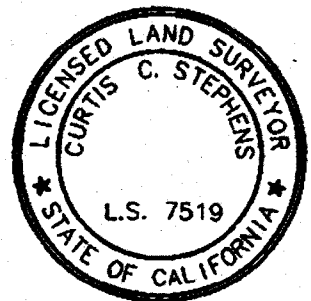
THENCE North 19°34'15" East, a distance of 270.24 feet;

THENCE South 70°25'45" East, a distance of 34.00 feet to the **POINT OF BEGINNING**.

Area – 594 square feet or 0.014 acres more or less.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

Curtis C. Stephens 7/16/16 Prep. 
Curtis C. Stephens, L.S. 7519 Date



PAR. 1150-D

R/S 60/11-14

TRACT NO. 21605
M.B. 163/6-7

1

PAR. 1150-E

S70°25'45"E
34.00'

FOC

S32°27'56"E
18.54'

S71°07'44"W
1.05'

APN 155-290-030
EASEMENT AREA-
594 S.F. - (0.014 ACRES±)

N19°34'15"E
270.24'

FOB

S19°34'15"W
250.27'

S79°08'35"W
39.43'

R/S 15/39



NOT TO SCALE

55'

ARLINGTON AVENUE

55'

TO VAN BUREN BLVD.

• CITY OF RIVERSIDE, CALIFORNIA •

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

SCALE: NTS

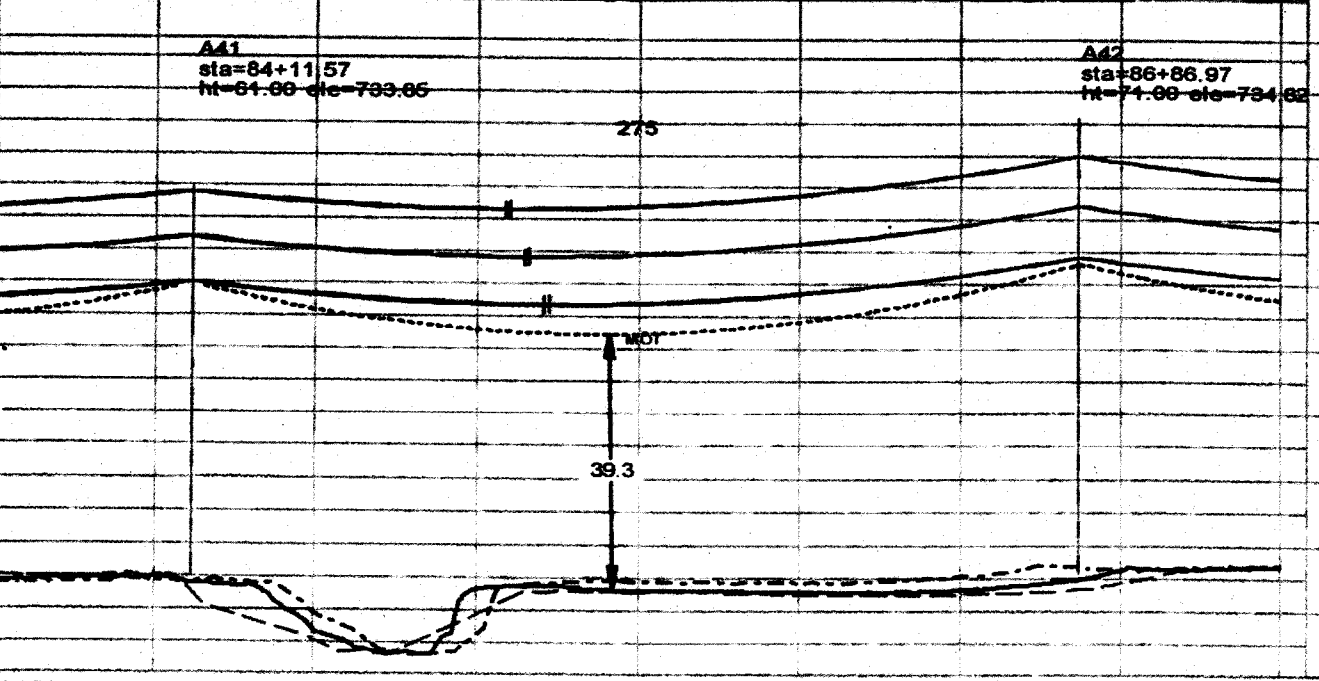
DRAWN BY: CURT

DATE: 7/5/16

SUBJECT: 155-290-030 OVERHEAD EASEMENT - 69KV RTRP PROJECT



PLS-CADD Drawing



RTRP ID#22
STRUCTURE PLACEMENT
RCFC EASEMENT (APN 155-290-030)

SCALE	 60.0 ft — Horiz. Scale 30.0 ft — Vert. Scale	DRAWN	A.BANNER	CITY OF RIVERSIDE
DATE	8/31/16	CHECKED		
JPA NO.	N/A	APPROVED	A.BANNER	DIV.
MAP BK	50N-2	BOARD DATE		E
CASE NO.	N/A	ACCT.		
				XXXXXX-XX
				SHEET 1 OF 1

When recorded mail to:

City Clerk's Office
City of Riverside
City Hall, 3900 Main St.
Riverside, CA 92522

FREE RECORDING

This instrument is for the benefit
Of the City of Riverside and is
Entitled to be recorded without
Fee (Government Code §6103)

FOR RECORDERS OFFICE USE ONLY

Project: Riverside Transmission Reliability Project
A.P.N. 155-290-030

RCFC Parcel 1150-1E & 1F

EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic, as Grantor do grant to the CITY OF RIVERSIDE, a California Charter City and municipal corporation, as Grantee, its successors and assigns, an easement and right-of-way an easement for unrestricted ingress egress over and across that certain real property situated in the City of Riverside, County of Riverside, State of California, described as follows:

Being a portion of the Section 36, Township 2 South, Range 6 West, San Bernardino Meridian as shown on Record of Survey on File in Book 60, Pages 10 through 14, Records of Survey, Records of Riverside County, lying within the City of Riverside, in the County of Riverside, California described as all of Parcels 1150-1E and 1F, also shown on Exhibit "A", attached for reference purposes only.

The Grantee, and its contractors, agents and employees, shall have the right to enter upon and to pass and repass over and along said real property, and to deposit tools, implements and other material thereon, at all times, for the purpose of exercising the rights herein granted.

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT:

Date December 13, 2016

By: Marion Ashley
MARION ASHLEY
Chairman
Board of Supervisors

ATTESTS:

KECIA HARPER-IHEM
Clerk of the Board of Supervisors

By: Kecia Harper-Ihem
Deputy


DEC 13 2016

11.5

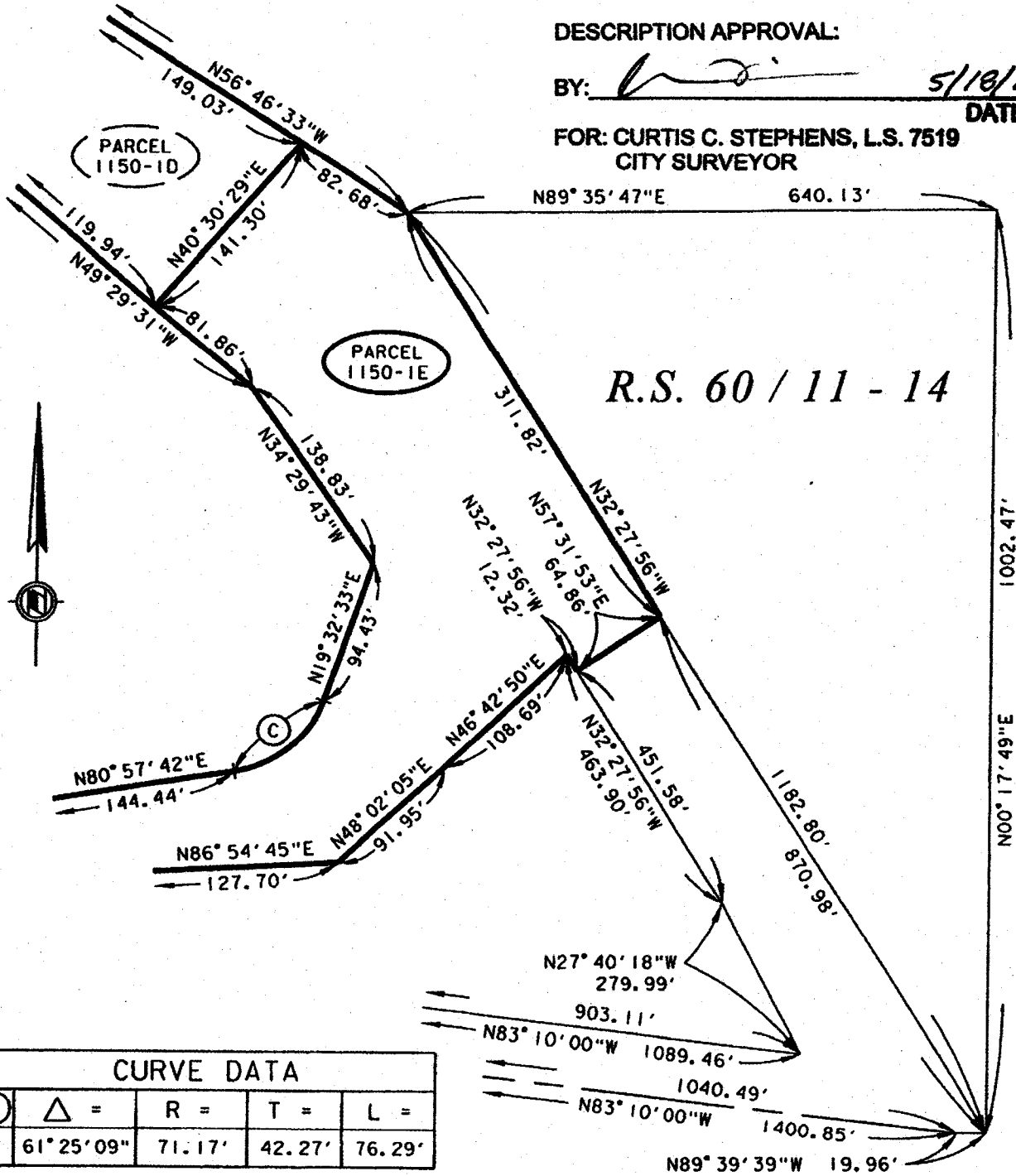
Exhibit "A"

ALL OF PARCEL 1150-1E AND PARCEL 1150-1F AS SHOWN ON RS 60/11-14
RECORDS OF RIVERSIDE COUNTY, CITY OF RIVERSIDE, STATE OF CALIFORNIA.

DESCRIPTION APPROVAL:

BY:  DATE 5/18/15

FOR: CURTIS C. STEPHENS, L.S. 7519
CITY SURVEYOR



RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NAME:

ANZA CHANNEL

THIS IS SOLELY AN EXHIBIT FOR
THE PARCEL(S) DESCRIBED IN THE
ATTACHED DOCUMENT.

RCFC PARCEL NUMBER(S):

PARCEL 1150-1E
PARCEL 1150-1F

SCALE:

NO SCALE
FEB-09-2015

PREPARED BY:

LAH
SHEET NO.
1 OF 2

When recorded mail to:

City Clerk's Office
City of Riverside
City Hall, 3900 Main Street
Riverside, California 92522

FREE RECORDING

This instrument is for the benefit
of the City of Riverside and is
entitled to be recorded without
fee (Government Code §6103)

FOR RECORDER'S OFFICE USE ONLY

Project: Riverside Transmission Reliability Project
APN: 155-290-030 (Pole Placement)
Anza Channel

D-

RCFC Parcel 1150-1E

EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic, as Grantor, grants to the CITY OF RIVERSIDE, a California charter city and municipal corporation, as Grantee, its successors and assigns, an easement and right-of-way for the construction, reconstruction, maintenance, operation, inspection, repair, replacement, relocation, replacement and removal of improvements for poles, guys and anchors associated with the *electric energy distribution and transmission facilities, and telecommunication facilities*, together with all necessary appurtenances, in, under, upon, over and along that certain real property situation in the City of Riverside, County of Riverside, State of California, as described in EXHIBIT "A" and depicted in EXHIBIT "B" attached hereto and incorporated herein by this reference.

Grantee agrees that in making any excavation on said property of the Grantor, the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

Date: December 13, 2016

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

By: Marion Ashley
MARION ASHLEY
Chairman
Board of Supervisors

ATTESTS:

KECIA HARPER-IHEM
Clerk of the Board of Supervisors

By: Kecia Harper-Ihem
Deputy

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

§

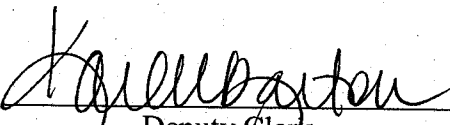
On December 13, 2016, before me, Karen Barton, Board Assistant, personally appeared Marion Ashley, Chairman of the Board of Supervisors of the Flood Control and Water Conservation District, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within 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 Directors

By:


Deputy Clerk

(SEAL)

Riverside County Flood Control and Water Conservation District
APN: 155-290-030 (Pole Placement)

**CERTIFICATE OF ACCEPTANCE
(Government Code Section §21027)**

THIS IS TO CERTIFY that the interest in real property conveyed by the within instrument to the City of Riverside, a California charter city and municipal corporation, is hereby accepted by the undersigned officer on behalf of the City Council of said City pursuant to authority conferred by Resolution No. 21027 of said City Council adopted September 6, 2005 and the grantee consents to recordation thereof by its duly authorized officer.

DATED: _____

CITY OF RIVERSIDE

By: _____
David Welch
Real Property Services Manager

APPROVED AS TO FORM

By: _____
Supervising Deputy City Attorney

EXHIBIT "A"

Poles, Guys and Anchors Easement
Por. A.P.N. 155-290-030

That certain real property located in the City of Riverside, County of Riverside, State of California, described as follows:

That portion of Parcel 1150-1E of Record of Survey filed in Record of Survey Book 60, Pages 11 through 14 inclusive, records of Riverside County, California, described as follows:

PARCEL A41

BEGINNING at the southwesterly corner of Lot 1 of Tract No. 21605, as shown by map on file in Book 163, Pages 6 and 7 of Maps, Records of said Riverside County, point is also on the northeasterly line of said Parcel 1150-1E;

THENCE South $32^{\circ}27'56''$ East, along said northeasterly line, a distance of 18.54 feet;

THENCE South $71^{\circ}07'44''$ West, a distance of 1.05 feet;

THENCE North $70^{\circ}25'45''$ West, a distance of 34.00 feet;

THENCE North $19^{\circ}34'15''$ East, a distance of 16.21 feet;

THENCE North $71^{\circ}07'44''$ East, a distance of 9.42 feet to a point on the northeasterly line of said Parcel 1150-1E, also being on the southwesterly line of said Lot 1 of Tract No. 21605;

THENCE South $32^{\circ}27'56''$ East, along said northeasterly line, a distance of 16.27 feet to the **POINT OF BEGINNING**.

Area – 452.8 square feet or 0.010 acres more or less.

PARCEL A42

COMMENCING at the southwesterly corner of Lot 1 of Tract No. 21605, as shown by map on file in Book 163, Pages 6 and 7 of Maps, Records of said Riverside County, point is also on the northeasterly line of said Parcel 1150-1E;

THENCE South $32^{\circ}27'56''$ East, along said northeasterly line, a distance of 18.54 feet;

THENCE South $71^{\circ}07'44''$ West, a distance of 1.05 feet;

THENCE South $19^{\circ}34'15''$ West, a distance of 250.27 feet to a point on the southeasterly line of said Parcel 1150-1E, and to the **POINT OF BEGINNING** of the parcel of land to be described;

THENCE South 79°08'35" West, a distance of 39.43 feet;

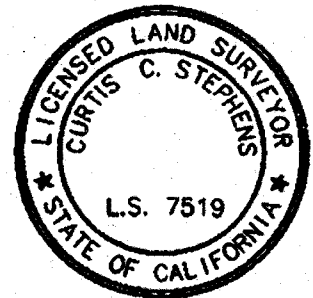
THENCE South 07°03'24" West, a distance of 31.07 feet to a point on the southeasterly line of said Parcel 1150-1E;

THENCE North 48°02'05" East, along said southeasterly line, a distance of 57.21 feet to the **POINT OF BEGINNING**.

Area – 582.8 square feet or 0.013 acres more or less.

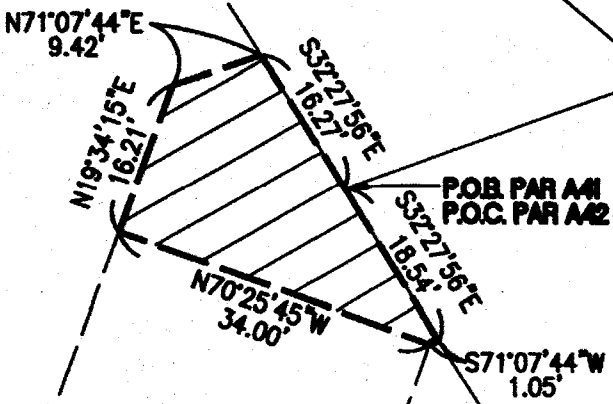
This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

Curtis C. Stephens 7/6/16 Prep. (e)
Curtis C. Stephens, L.S. 7519 Date



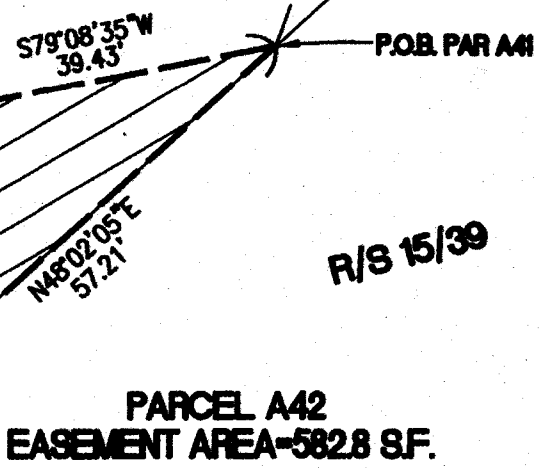
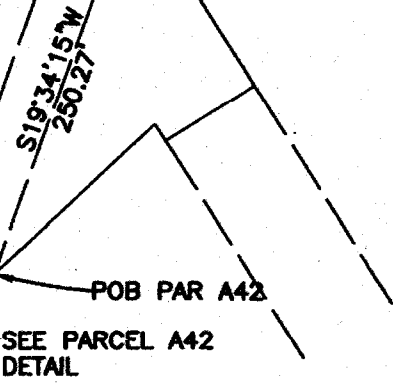
TRACT NO. 21605
M.B. 163/6-7

PAR. 1150-D
R/S 60/11-14
PAR. 1150-E



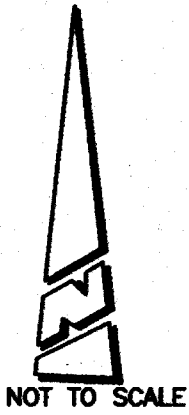
PARCEL A41
EASEMENT AREA-4528 SF.

APN 155-290-030
TOTAL EASEMENT AREA-
1035.6 SF. - (0.024 ACRES±)



PARCEL A42
EASEMENT AREA-5828 SF.

R/S 15/39



ARLINGTON AVENUE
TO VAN BUREN BLVD.

• CITY OF RIVERSIDE, CALIFORNIA •

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

SCALE: NTS

DRAWN BY: CURT

DATE: 7/5/16

SUBJECT: 155-290-030 POLE & GUY EASEMENT - 69KV RTRP PROJECT

When recorded mail to:

City Clerk's Office
City of Riverside
City Hall, 3900 Main Street
Riverside, California 92522

FREE RECORDING

This instrument is for the benefit
of the City of Riverside and is
entitled to be recorded without
fee (Government Code §6103)

FOR RECORDER'S OFFICE USE ONLY

Project: Riverside Transmission Reliability Project
APN: 143-342-043 (Portion)
La Sierra Channel/Jones Lateral

RCFC Parcel 1060-21

D-

E A S E M E N T

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic, as Grantor, grants to the CITY OF RIVERSIDE, a California charter city and municipal corporation, as Grantee, its successors and assigns, a non-exclusive easement and right-of-way for the construction, reconstruction, maintenance, operation, inspection, repair, replacement, and removal of improvements for the *electric energy distribution and transmission facilities, and telecommunication facilities (hereinafter referred to as "systems")*, together with all necessary appurtenances, in, under, upon, over and along that certain real property situation in the City of Riverside, County of Riverside, State of California, as described in EXHIBIT "A" and depicted in EXHIBIT "B" attached hereto and incorporated herein by this reference. Grantor may continue to use the property as long as said use does not interfere or conflict with the easement granted herein.

Said aerial rights herein granted for the system shall have a minimum vertical clearance of 41.9 feet as shown in Exhibit "C" and any and all improvements, present and in the future shall not be placed below this point.

The rights herein granted shall be for the sole use of the Grantee, its successors and/or assigns, and no rights or interest shall be granted to any other 3rd party.

Date: December 13, 2016

RIVERSIDE COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT

By: Marion Ashley
MARION ASHLEY
Chairman
Board of Supervisors

ATTESTS:

KECIA HARPER-IHEM
Clerk of the Board of Supervisors

By: Kecia Harper-Ihem
Deputy

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

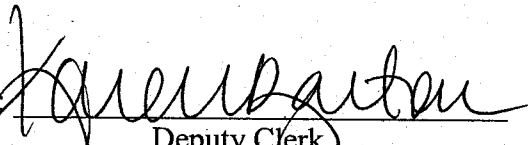
§

On December 13, 2016, before me, Karen Barton, Board Assistant, personally appeared Marion Ashley, Chairman of the Board of Supervisors of the Flood Control and Water Conservation District, 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 Directors

By 
Deputy Clerk

(SEAL)

Riverside County Flood Control and Water Conservation District
APN 143-342-043 (Portion)

**CERTIFICATE OF ACCEPTANCE
(Government Code Section §21027)**

THIS IS TO CERTIFY that the interest in real property conveyed by the within instrument to the City of Riverside, a California charter city and municipal corporation, is hereby accepted by the undersigned officer on behalf of the City Council of said City pursuant to authority conferred by Resolution No. 21027 of said City Council adopted September 6, 2005 and the grantee consents to recordation thereof by its duly authorized officer.

DATED: _____

CITY OF RIVERSIDE

By: _____
David Welch
Real Property Services Manager

APPROVED AS TO FORM

By: _____
Supervising Deputy City Attorney

EXHIBIT "A"

Public Utility Easement
POR. A.P.N. 143-342-043

All that certain real property situated in the City of Riverside, County of Riverside, State of California, and is described as follows:

That portion of Lot CH (Jones Avenue, vacated) of La Sierra Gardens, as shown by map on file in Book 11, Pages 42 through 50 inclusive of Maps, records of Riverside County, California, and being that portion of Parcel 1060-20 of Record of Survey on file in Book 35, Pages 16 through 18 of Record of Surveys, records of said Riverside County, described as follows:

BEGINNING at the intersection of the centerline of said Lot CH (Jones Avenue, vacated) with the southerly line of Hole Avenue, also being the northwesterly corner of said Parcel 1060-20;

THENCE South $78^{\circ}54'26''$ East, along said southerly line of Hole Avenue, a distance of 14.44 feet;

THENCE South $38^{\circ}06'20''$ West, a distance of 20.26 feet;

THENCE North $75^{\circ}32'35''$ West, a distance of 23.07 feet to a point on the northwesterly line of said Parcel 1060-20 distant southwesterly 24.39 feet from the Point of Beginning;

THENCE North $57^{\circ}54'19''$ East along said northwesterly line, a distance of 24.39 feet to the **POINT OF BEGINNING**;

Containing 0.01 acres or 335 square feet, more or less.


This description was prepared by me or under my direction in Conformance with the requirements of the Land Surveyors Act.


Richard F. Wenglikowski, L.S. 4904

9/10/13
Date



DESCRIPTION APPROVAL:

BY:  11/5/2013
DATE

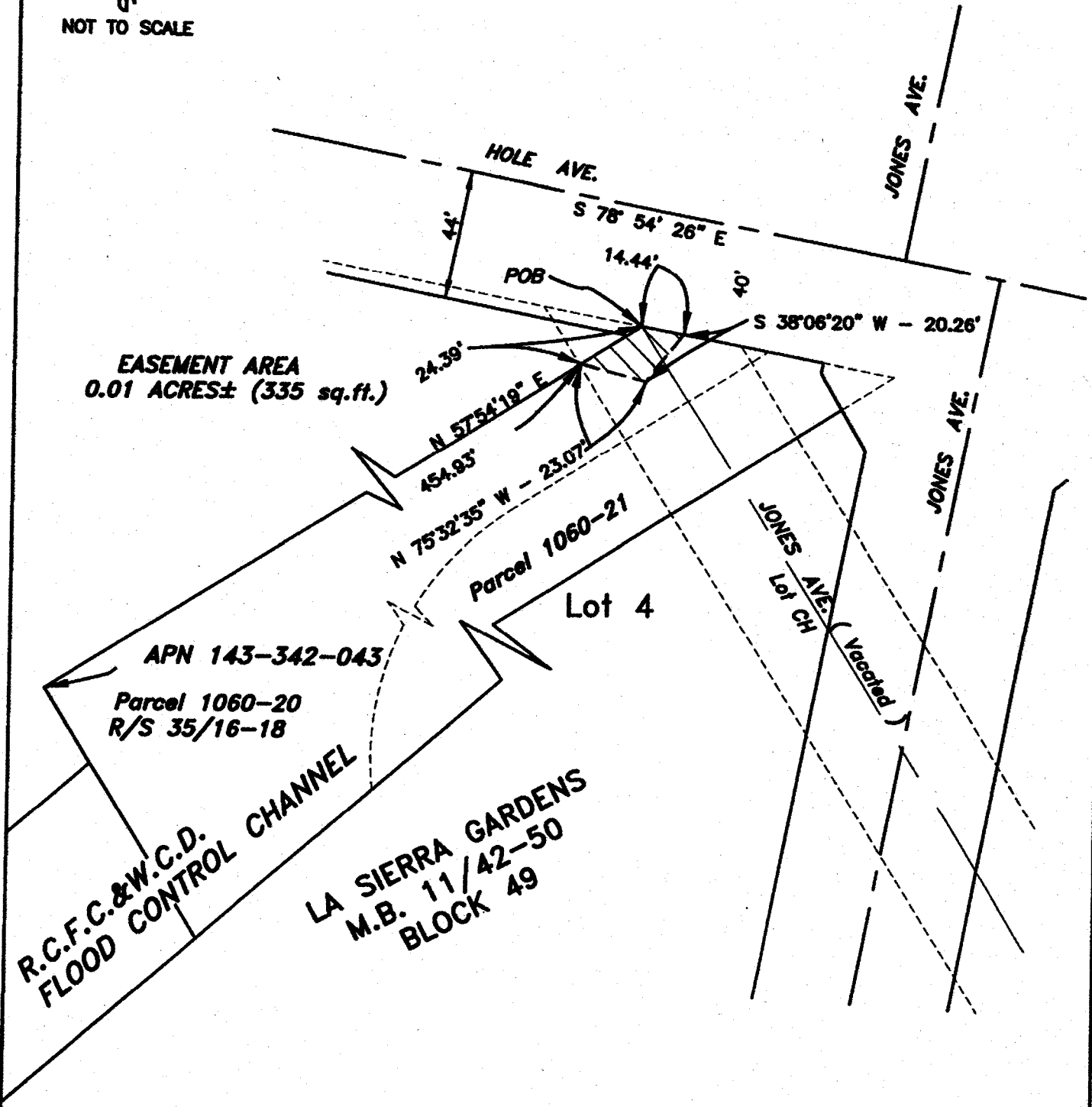
FOR: CURTIS C. STEPHENS, L.S. 7519
CITY SURVEYOR

EXHIBIT "B"

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.



NOT TO SCALE



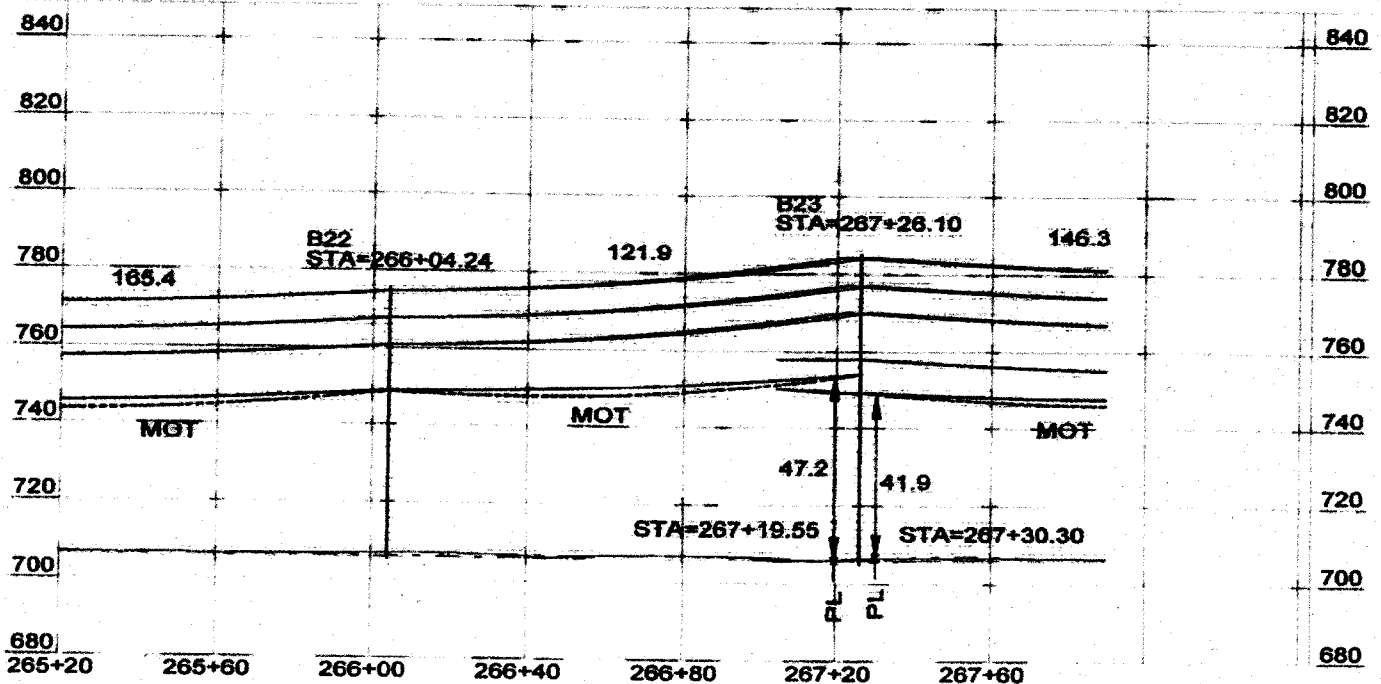
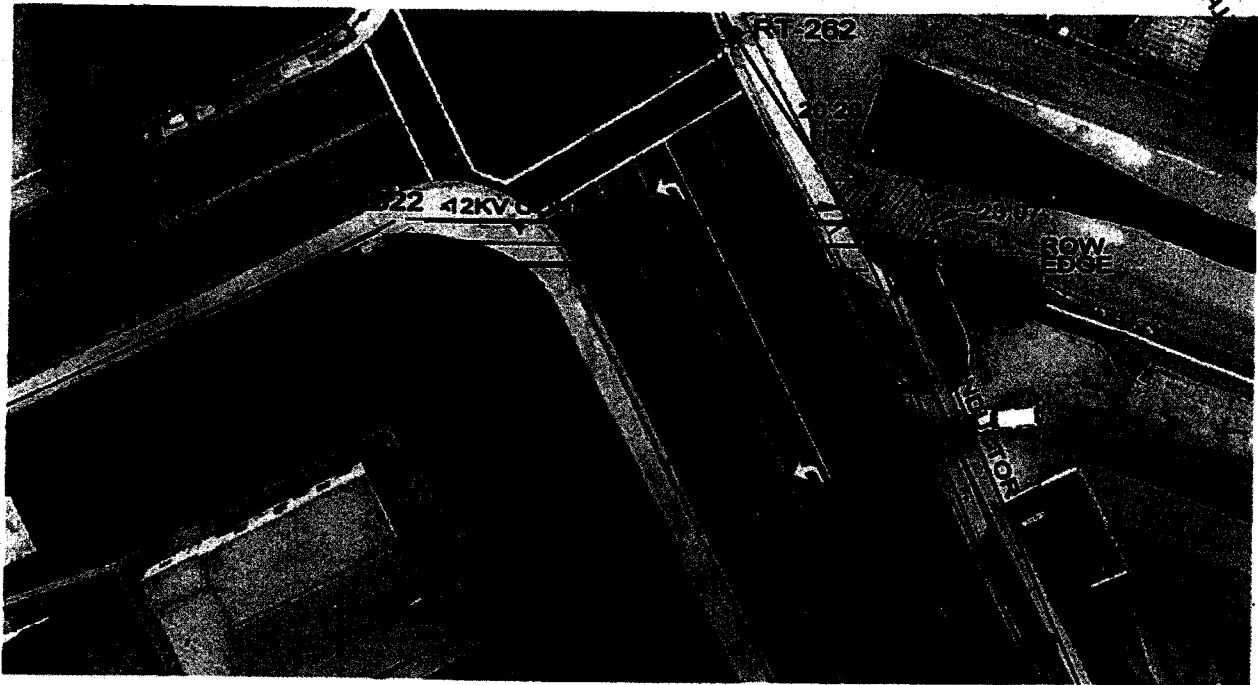
Richard F.
Wenglikoweld PLS
Carey, ID
208-720-5892

DATE
09/08/13

CITY OF RIVERSIDE PUBLIC UTILITY
PUBLIC UTILITY EASEMENT
PROJECT: 69KV RTRP PROJECT

SHEET NO.
1 of 1

DRAWING NO.
CB-64S-D45



CLEARANCE NOTES:

- (1) ALL DIMENSIONS SHOWN IN FEET
- (2) MINIMUM APPROACH CLEARANCES FOR EQUIPMENT OPERATION ARE SUBJECT TO CAL/OSHA REQUIREMENTS OR AS OTHERWISE DETERMINED BY RCFC
- (3) CONDUCTOR SAG IS DEPICTED FOR BOTH NORMAL ELECTRICAL OPERATING CONDITIONS (120°F) AND EMERGENCY CONDITIONS (MOT, 212°F) AT THE DESIGNED TENSION.

RTRP ID #94 STRUCTURE PLACEMENT RCFC EASEMENT (APN 143-342-043)

SCALE NTS	DRAWN D. JOINOL	CITY OF RIVERSIDE	
DATE 12/3/2014	CHECKED A. BANNER	DEPARTMENT OF PUBLIC UTILITIES	
JPA NO. N/A	APPROVED	E	DRAWING NO. XXXXXX-XX
MAP BK 64S-3	BOARD DATE XX/XX/2015		SHEET 1 OF 1
CASE NO. N/A	ACCT. XXXXXXXX-XXXXXX		

When recorded mail to:

City Clerk's Office
City of Riverside
City Hall, 3900 Main Street
Riverside, California 92522

FREE RECORDING

This instrument is for the benefit of the City of Riverside and is entitled to be recorded without fee (Government Code §6103)

FOR RECORDER'S OFFICE USE ONLY

Project: Riverside Transmission Reliability Project
APN: 146-253-026 (Portion)
La Sierra Channel

RCFC Parcel 1060-27

D-

EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic, as Grantor, grants to the CITY OF RIVERSIDE, a California charter city and municipal corporation, as Grantee, its successors and assigns, a non-exclusive easement and right-of-way for the construction, reconstruction, maintenance, operation, inspection, repair, replacement, and removal of improvements for the *electric energy distribution and transmission facilities, and telecommunication facilities (hereinafter referred to as "systems")*, together with all necessary appurtenances, in, under, upon, over and along that certain real property situation in the City of Riverside, County of Riverside, State of California, as described in EXHIBIT "A" and depicted in EXHIBIT "B" attached hereto and incorporated herein by this reference. Grantor may continue to use the property as long as said use does not interfere or conflict with the easement granted herein.

Said aerial rights herein granted for the system shall have a minimum vertical clearance of 35.8 feet as shown in Exhibit "C" and any and all improvements, present and in the future shall not be placed below this point.

The rights herein granted shall be for the sole use of the Grantee, its successors and/or assigns, and no rights or interest shall be granted to any other 3rd party.

Date: December 13, 2016

RIVERSIDE COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT

By: Marion Ashley
MARION ASHLEY
Chairman
Board of Supervisors

ATTESTS:

KECIA HARPER-IHEM
Clerk of the Board of Supervisors

By: Karen Bayton, party

DW:sm
7/9/2015

G:\Real_Property\Documents\Admin\2014\14-Admin-467-esm\dec6-RCFC2.docx

DEC 13 2016 11.5

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

} §

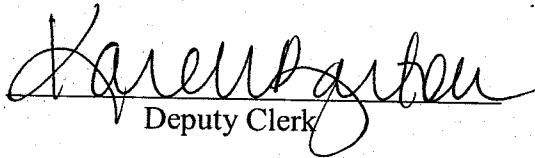
On December 13, 2016, before me, Karen Barton, Board Assistant, personally appeared Marion Ashley, Chairman of the Board of Supervisors of the Flood Control and Water Conservation District, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within 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 Directors

By:


Deputy Clerk

(SEAL)

Riverside County Flood Control and Water Conservation District
APN 146-253-026 (Portion)

**CERTIFICATE OF ACCEPTANCE
(Government Code Section §21027)**

THIS IS TO CERTIFY that the interest in real property conveyed by the within instrument to the City of Riverside, a California charter city and municipal corporation, is hereby accepted by the undersigned officer on behalf of the City Council of said City pursuant to authority conferred by Resolution No. 21027 of said City Council adopted September 6, 2005 and the grantee consents to recordation thereof by its duly authorized officer.

DATED: _____

CITY OF RIVERSIDE

By: _____
David Welch
Real Property Services Manager

APPROVED AS TO FORM

By: _____
Supervising Deputy City Attorney

EXHIBIT "A"


Public Utility Easement
POR. A.P.N. 146-253-026

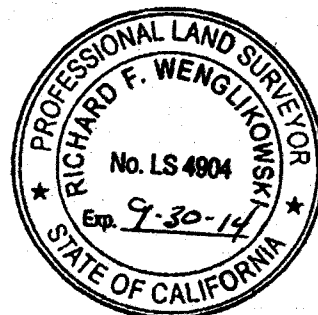
All that certain real property situated in the City of Riverside, County of Riverside, State of California, described as follows:

The Northerly 20.0 feet of those portions of Lots 9, 10 and 11 in Block 39 of La Sierra Gardens, as shown by Map on file in Book 11, pages 42 through 50, inclusive, in Maps, Records of said Riverside County, being the Northerly 20.00 feet of Parcels 1060-26, 1060-27 and 1060-28, of Record of Survey, on file in Book 35, Pages 16 through 18, inclusive, of Record of Surveys, Records of Riverside County, California.

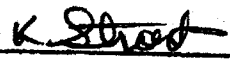
Containing 0.03 Acres or 1,200 square feet, more or less.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

 9/10/13
Richard F. Wenglikowski, L.S. 4904 Date



DESCRIPTION APPROVAL:

BY:  11/5/2013
DATE

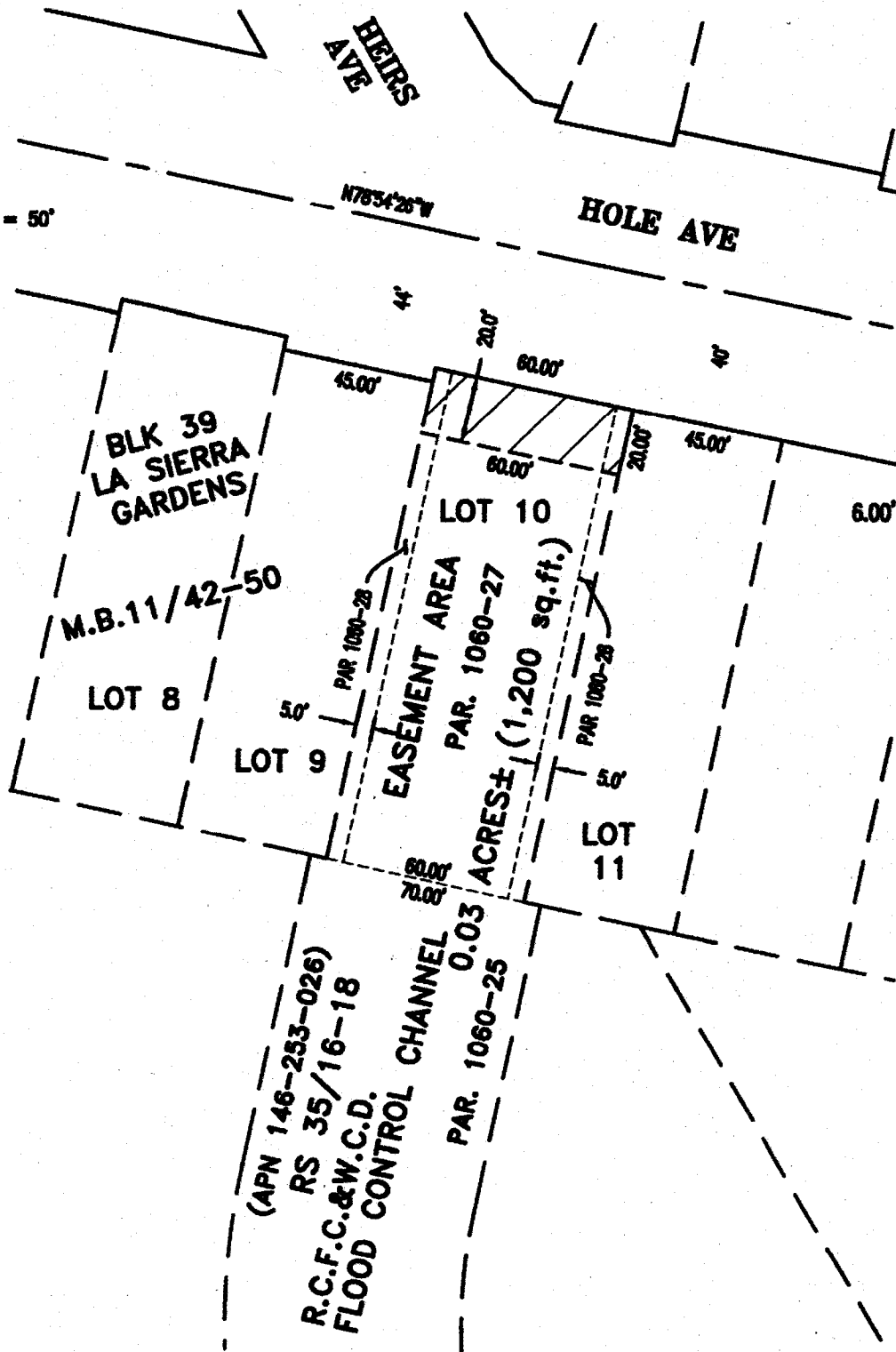
FOR: CURTIS C. STEPHENS, L.S. 7519
CITY SURVEYOR

EXHIBIT "B"

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.



SCALE: 1" = 50'



Richard F. Wenglikowski PLS
Carey, ID
208-720-5692

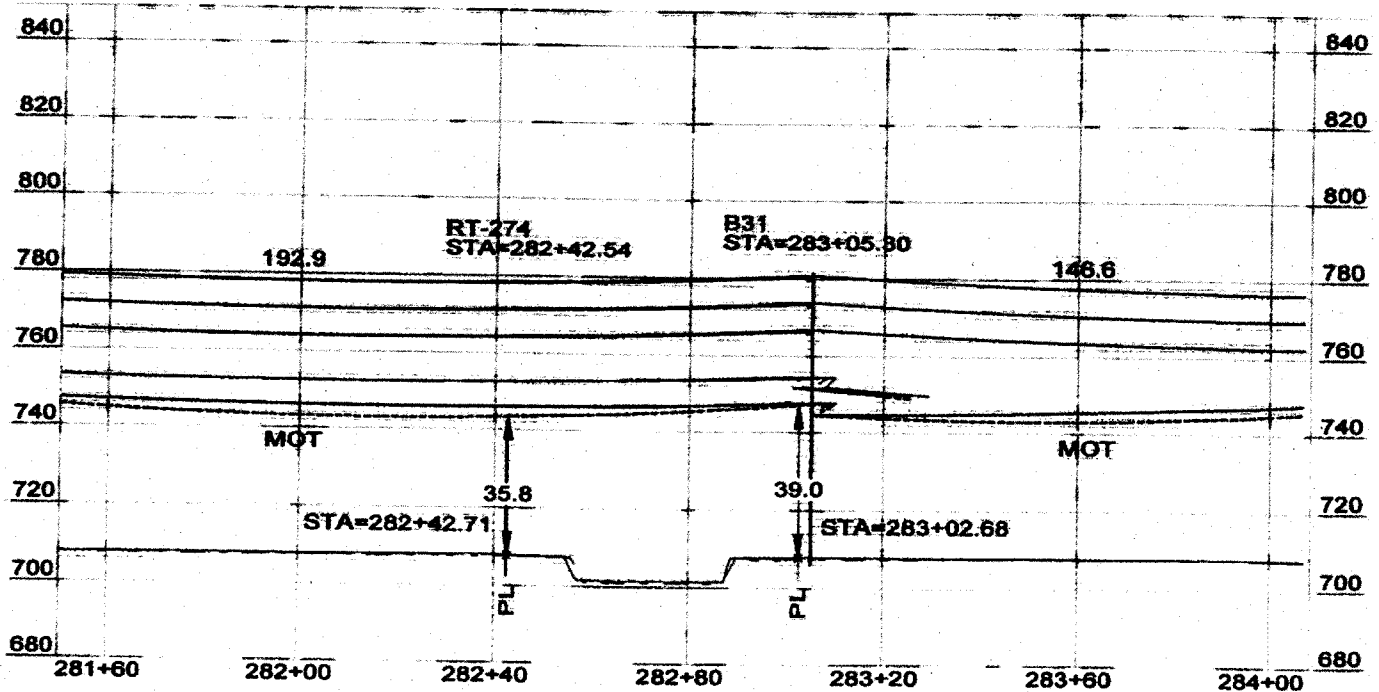
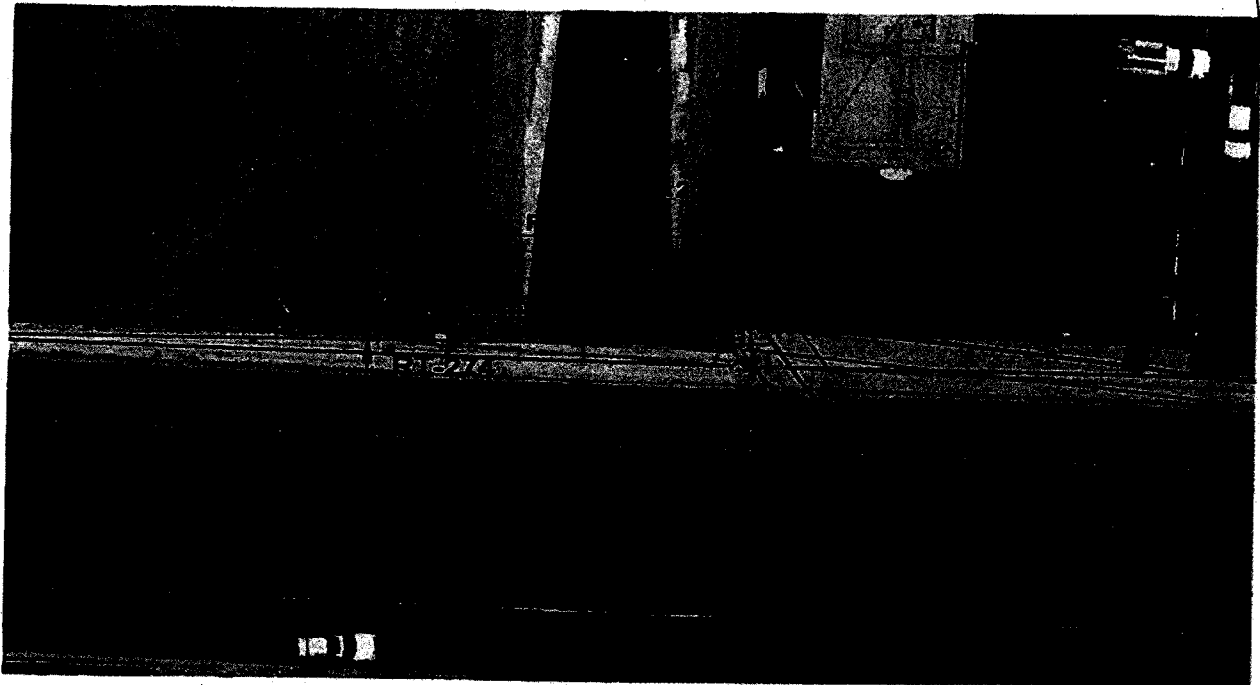
DATE
09/06/13

CITY OF RIVERSIDE PUBLIC UTILITY
PUBLIC UTILITY EASEMENT

PROJECT: 69KV RTRP PROJECT

SHEET NO.
1 of 1

DRAWING NO.
CB-64S-14



CLEARANCE NOTES

- (1) ALL DIMENSIONS SHOWN IN FEET
- (2) MINIMUM APPROACH CLEARANCES FOR EQUIPMENT OPERATION ARE SUBJECT TO CAL/OSHA REQUIREMENTS OR AS OTHERWISE DETERMINED BY RCFC.
- (3) CONDUCTOR SAG IS DEPICTED FOR BOTH NORMAL ELECTRICAL OPERATING CONDITIONS (120°F) AND EMERGENCY CONDITIONS (MOT, 212°F) AT THE DESIGNED TENSION.

**RTRP ID #105
STRUCTURE PLACEMENT
RCFC EASEMENT (APN 146-253-026)**

SCALE	NTS	DRAWN	D. JOINOL	CITY OF RIVERSIDE DEPARTMENT OF PUBLIC UTILITIES		
DATE	12/3/2014	CHECKED	A. BANNER			
JPA NO.	N/A	APPROVED		DIV. E	DRAWING NO. XXXXXX-XX	
MAP BK	64S-4	BOARD DATE	XX/XX/2015		SHEET	1 OF 1
CASE NO.	N/A	ACCT.	XXXXXXXX-XXXXXX			

AGREEMENT FOR CONVEYANCE OF EASEMENTS

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1.0 PARTIES AND DATE

THIS AGREEMENT is entered into by and between RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a special district ("Grantor") and CITY OF RIVERSIDE, a California charter city and municipal corporation ("City").

2.0 RECITALS

2.1 Grantor owns certain real property located at Arlington Avenue (corridor property), Riverside, California, bearing Assessor's Parcel No. 155-290-030 ("Property").

2.2 City desires to purchase permanent easements in a portion of the Property as described in Attachment "1", aerial easement, Attachment "2", pole easement, and Attachment "3", access easement, attached hereto and incorporated herein by reference ("Easements"), and Grantor desires to sell and convey the Easements to City.

2.3 The parties desire by this Agreement to provide the terms and conditions for the purchase and sale of the Easements.

3.0 AGREEMENT

3.1 **Purchase.** City agrees to buy and Grantor agrees to sell and convey the Easements for the purchase price and upon the terms and conditions hereinafter set forth.

3.2 **Purchase Price.** The total purchase price for the Easements shall be the lump sum of Forty One thousand Seven Hundred Dollars (\$41,700.00), which shall be paid by City to Grantor through Escrow Holder at close of this transaction.

3.3 **Escrow.** Upon execution of this Agreement by all parties, City shall open an escrow ("Escrow") with an escrow company ("Escrow Holder") to be selected by City for the purpose of consummating the purchase and sale of the Easements. The parties hereto shall execute and deliver to Escrow Holder such escrow instructions prepared by Escrow Holder as may be required to complete this transaction. Any such instructions shall not conflict with, amend, or supersede any provision of this Agreement. If there is any inconsistency between such instructions and this Agreement, this Agreement shall control unless the parties agree in writing otherwise.

3.4 **Closing Date.** This transaction shall close on or before sixty (60) days following the execution of this Agreement ("Closing Date"). If the Escrow is not in a condition to close by Closing Date, any party who is not then in default may, upon notice in writing to Escrow Holder and the other party, demand the return of their money and/or documents. If the party making the

demand is one other than City, then prior to complying with the demand, Escrow Holder shall obtain the written consent of City. Upon receipt of the written consent of City, and the return of the money and/or documents, all obligations and liabilities of the parties under this Agreement shall cease and terminate. If no such demand is made, the transaction shall be closed as soon as possible.

3.5 Condition of Title. Grantor shall convey title to the Easements to City as evidenced by a CLTA Standard Form Policy or Binder of Title Insurance ("Title Policy") issued by a title insurance company to be selected by City in an amount equal to the purchase price. Title Policy shall show as exceptions with respect to the Easements only matters approved in writing by City. Any exceptions to title representing monetary liens or encumbrances may, at the discretion of Buyer, be disapproved by City, and upon the discretion of City, Escrow Holder is hereby authorized and instructed to cause the reconveyance, partial reconveyance, or subordination, as the case may be, of any such monetary exceptions to City's title to the Easements at or prior to Close of Escrow.

3.6 Property Taxes and Assessments. Grantor has, or shall have paid, before Closing Date, any and all current and past due taxes, assessments, penalties and interest levied and assessed against Property. If not paid prior to Closing Date, upon demand by City to pay, Grantor hereby authorizes Escrow Holder to disburse to the taxing authority from funds otherwise due to Grantor an amount sufficient to discharge said taxes, assessments, penalties and interest.

3.7 Closing Costs. City shall pay the cost of Title Policy, all Escrow fees (including reconveyance fees, trustee's fees or forwarding fees for any partial reconveyance or subordination of a deed of trust or mortgage) if applicable, and all recording costs incurred herein. All parties acknowledge that City is exempt from payment of documentary transfer taxes.

3.8 Deposit of Funds and Documents. Prior to Closing Date, City shall deposit into Escrow (i) all Escrow and Closing Costs as described above; (ii) the purchase price to be paid to Grantor through Escrow; and (iii) such other documentation as is necessary to close Escrow in conformance herewith.

Prior to Closing Date, Grantor shall deposit into Escrow (i) properly executed Grants of Easements, copies of which are attached to this Agreement; and (ii) such other documents and sums, if any, as are necessary to close this transaction in conformance herewith.

3.9 City's Conditions Precedent to Close of this Transaction. The close of this transaction is subject to the following conditions:

(a) All representations and warranties of Grantor set forth in this Agreement shall be true and correct as of close of this transaction; and

(b) Grantor shall timely perform all obligations required by the terms of this Agreement to be performed by them.

3.10 Grantor's Conditions Precedent to Close of this Transaction. For the benefit of Grantor, the close of this transaction shall be conditioned upon the timely performance by City of all obligations required of City by the terms of this Agreement.

4.0 REPRESENTATIONS AND WARRANTIES OF GRANTOR

Grantor makes the following representations and warranties, each of which shall survive Closing Date:

(a) The execution and delivery of this Agreement by Grantor, Grantor's performance hereunder, and the consummation of this transaction will not constitute a violation of any order or decree or result in the breach of any contract or agreement to which Grantor is a present party, or by which Grantor is bound;

(b) Grantor will not enter into any agreements or undertake any new obligations prior to Closing Date which will in any way burden, encumber or otherwise affect Property and/or Easements without the prior written consent of City; and

(c) To Grantor's knowledge, no litigation and no governmental, administrative or regulatory act or proceeding regarding the environmental, health and safety aspects of Property is pending, proposed or threatened.

5.0 ACKNOWLEDGMENT OF FULL BENEFITS AND RELEASE

5.1 By execution of this Agreement, Grantor, on behalf of themselves and their respective heirs, executors, administrators, successors and assigns, hereby acknowledge that this Agreement provides full payment for the acquisition of the Easements by City, and Grantor hereby expressly and unconditionally waives any and all claims for damages, improvements, relocation assistance benefits, severance damages, interest, loss of goodwill, claims for inverse condemnation or unreasonable pre-condemnation conduct, or any other compensation or benefits, other than as already expressly provided for in this Agreement, it being understood that this is a complete and full settlement of all acquisition claims, liabilities, or benefits of any type or nature whatsoever relating to or in connection with the acquisition of the Easements.

5.2 This Agreement arose out of City's efforts to acquire the Easements through its municipal authority. The parties acknowledge and agree that the consideration paid to Grantor shall be deemed the fair market value and total amount of "just compensation" for the Easements. Grantor, on behalf of themselves and their respective heirs, executors, administrators, successors and assigns, hereby fully release City, its successors, agents, representatives, and assigns, and all other persons and associations, known or unknown, from all claims and causes of action by reason of any damage which has been sustained, or may be sustained, as a result of City's efforts to acquire the Easements, or to construct works of improvement thereon, or any preliminary steps thereto.

5.3 Grantor hereby acknowledges that they have or have had an opportunity to speak with an or have been advised by an attorney and is familiar with the provisions of California Civil Code section 1542, which provides as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

Grantor acknowledges that they may have sustained damage, loss, costs or expenses which are presently unknown and unsuspected, and such damage, loss, costs or expenses which may have been sustained, may give rise to additional damage, loss, costs or expenses in the future. Nevertheless, Grantor hereby acknowledges that this Agreement has been negotiated and agreed upon in light of that situation, and hereby expressly waive any and all rights which they may have under California Civil Code section 1542, or under any statute or common law or equitable principal of similar effect.

This acknowledgment and release shall survive Closing Date.

6.0 REMEDIES

If Grantor defaults under this Agreement, then City may, at City's option, terminate the transaction or initiate an action for specific performance of this Agreement, or pursue any other rights or remedies that City may have at law or in equity. If City defaults under this Agreement, then Grantor may, at Grantor's option, terminate the transaction or pursue any rights or remedies that Grantor may have at law or in equity.

7.0 MISCELLANEOUS

7.1 **Notice.** Any notice to be given or other document or documents to be delivered to either party by the other hereunder may be delivered in person or may be deposited in the United States Mail in the State of California, duly registered or certified, with postage prepaid, and addressed as follows:

Grantor: Riverside County Flood Control and Water
Conservation District
c/o Jason E. Uhley, Manager/Chief Engineer
1995 Market Street
Riverside, CA 92501

City: City of Riverside
Community Development Department
3900 Main Street, 3rd Floor
Riverside, CA 92522
(951) 826-5649 (phone)
(951) 826-5744 (fax)

Any notice or other documents sent by registered or certified mail as aforesaid shall be deemed to have been effectively served or delivered at the expiration of twenty-four (24) hours following the deposit of said notice or other documents in the United States mail.

7.2 Time of Essence. Time is of the essence with respect to each and every provision hereof.

7.3 Governing Law. All questions with respect to this Agreement, and the rights and liabilities of the parties hereto, shall be governed by the laws of the State of California.

7.4 Venue. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

7.5 Severability. If any provision of this Agreement, or its application to any party or circumstances, is determined to be invalid or unenforceable to any extent by a court of competent jurisdiction, then the remainder of this Agreement, and the application of such provision to persons or circumstances other than those to which said provision has been determined to be invalid or unenforceable, shall not be affected thereby and each provision thereof shall be valid and enforced to the fullest extent permitted by law.

7.6 Binding Effect. This Agreement shall inure to the benefit of, and shall be binding upon, the assigns, successors in interest, personal representatives, estates, heirs and legatees of each of the parties hereto.

7.7 Entire Agreement. This Agreement contains the entire Agreement of the parties hereto, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties hereto, relating to the subject matter contained in this Agreement which are not fully expressed herein.

7.8 Amendments. This Agreement may be amended or supplemented only by written documents signed by all parties.

7.9 Nondiscrimination. The parties shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex or sexual orientation, in connection with the performance of this Agreement. The parties further agree to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

7.10 Additional Documents. The parties hereto agree to execute any and all additional documents and instruments necessary to carry out the terms of this Agreement.

7.11 No Merger. All representations, warranties, acknowledgments, releases, covenants and obligations contained in this Agreement shall survive delivery and recordation of the Grants of Easements.

7.12 Ratification. This Agreement is subject to approval and ratification by the City Council of the City of Riverside.

7.13 Authorization to Sign. Grantor hereby represents and warrants to City that they are the sole owner of the referenced Property, and that they have the authority to enter into this Agreement.

7.14 Counterparts. This Agreement may be executed in two (2) or more identical counterparts, each of which shall be deemed to be an original and each of which shall be deemed to be one and the same instrument when each party signs each such counterpart.

(Signatures on Following Page)

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

EXECUTED on the date or dates set forth below. This Agreement shall be effective as of the date signed by all parties.

City:

CITY OF RIVERSIDE, a California charter city and municipal corporation

Grantor:

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a special district

By: _____
Community Development Director

DATED: _____

By: Marion Ashley
MARION ASHLEY, Chairman

Riverside County Flood Control and Water Conservation District Board of Supervisors

DATED: DEC 13 2016

ATTEST:

By: _____
City Clerk

RECOMMENDED FOR APPROVAL:

By: Jason E. Uhley
JASON E. UHLEY
General Manager-Chief Engineer

DATED: 11-23-16

CERTIFIED AS TO FUNDS AVAILABILITY:

By: _____
Finance Director

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

By: Kellie Barton, Deputy

APPROVED AS TO FORM:

By: _____
Chief Assistant City Attorney

APPROVED AS TO FORM:

GREGORY P. PRIAMOS
County Counsel

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

DATED: 11-29-16

(SEAL)

Attachment "1"

When recorded mail to:

City Clerk's Office
City of Riverside
City Hall, 3900 Main Street
Riverside, California 92522

FREE RECORDING

This instrument is for the benefit of the City of Riverside and is entitled to be recorded without fee (Government Code §6103)

FOR RECORDER'S OFFICE USE ONLY

Project: Riverside Transmission Reliability Project
APN: 155-290-030 (Aerial Easement)
Anza Channel

D-

RCFC Parcel 1150-1E

EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic, as Grantor, grants to the CITY OF RIVERSIDE, a California charter city and municipal corporation, as Grantee, its successors and assigns, a non-exclusive easement and right-of-way for the construction, reconstruction, maintenance, operation, inspection, repair, replacement, and removal of improvements for the *electric energy distribution and transmission facilities, and telecommunication facilities (hereinafter referred to as "systems")*, together with all necessary appurtenances in, upon, over and along that certain real property situation in the City of Riverside, County of Riverside, State of California, as described in EXHIBIT "A" and depicted in EXHIBIT "B" attached hereto and incorporated herein by this reference. Grantor may continue to use the property as long as said use does not interfere or conflict with the easement granted herein.

The aerial rights herein granted for the system shall have a minimum vertical clearance of 38.2 feet as shown in Exhibit "C" and any and all improvements, present and in the future, shall not be placed below this point.

The rights herein granted shall be for the sole use of the Grantee, its successors and/or assigns, and no rights or interest shall be granted to any other 3rd party.

Date: _____

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

By: _____

MARION ASHLEY
Chairman
Board of Supervisors

ATTESTS:

KECIA HARPER-IHEM
Clerk of the Board of Supervisors

By: _____

Deputy

Riverside County Flood Control and Water Conservation District
APN: 155-290-030 (Aerial Easement)

**CERTIFICATE OF ACCEPTANCE
(Government Code Section §21027)**

THIS IS TO CERTIFY that the interest in real property conveyed by the within instrument to the City of Riverside, a California charter city and municipal corporation, is hereby accepted by the undersigned officer on behalf of the City Council of said City pursuant to authority conferred by Resolution No. 21027 of said City Council adopted September 6, 2005 and the grantee consents to recordation thereof by its duly authorized officer.

DATED: _____

CITY OF RIVERSIDE

By: _____
David Welch
Real Property Services Manager

APPROVED AS TO FORM

By: _____
Supervising Deputy City Attorney

EXHIBIT "A"

Public Utility Easement (Overhead)
Por. A.P.N. 155-290-030

That certain real property located in the City of Riverside, County of Riverside, State of California, described as follows:

That portion of Parcel 1150-1E of Record of Survey filed in Record of Survey Book 60, Pages 11 through 14 inclusive, records of Riverside County, California, described as follows:

COMMENCING at the southwesterly corner of Lot 1 of Tract No. 21605, as shown by map on file in Book 163, Pages 6 and 7 of Maps, Records of said Riverside County, point is also on the northeasterly line of said Parcel 1150-1E;

THENCE South 32°27'56" East, along said northeasterly line, a distance of 18.54 feet;

THENCE South 71°07'44" West, a distance of 1.05 feet to the **POINT OF BEGINNING**;

THENCE South 19°34'15" West, a distance of 250.27 feet to a point on the southeasterly line of said Parcel 1150-1E;

THENCE South 79°08'35" West, a distance of 39.43 feet;

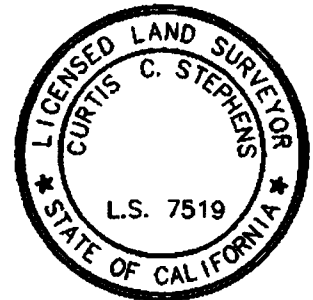
THENCE North 19°34'15" East, a distance of 270.24 feet;

THENCE South 70°25'45" East, a distance of 34.00 feet to the **POINT OF BEGINNING**.

Area – 594 square feet or 0.014 acres more or less.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

Curtis C. Stephens 7/6/16 Prep. (CS)
Curtis C. Stephens, L.S. 7519 Date



PAR. 1150-D

R/S 60/11-14

TRACT NO. 21605
M.B. 163/6-7

1

PAR. 1150-E

S70°25'45"E
34.00'

FOC

S32°27'56"E
18.54'

S71°07'44"W
1.05'

APN 155-290-030
EASEMENT AREA-
594 S.F. - (0.014 ACRES±)

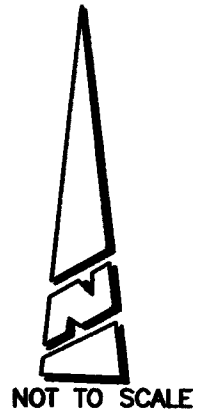
N19°34'15"E
270.24'

FOB

S19°34'15"W
250.27'

S79°08'35"W
39.43'

R/S 15/39



55'

ARLINGTON AVENUE

55'

TO VAN BUREN BLVD.

• CITY OF RIVERSIDE, CALIFORNIA •

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

SCALE: NTS

DRAWN BY: CURT

DATE: 7/5/16

SUBJECT: 155-290-030 OVERHEAD EASEMENT - 69KV RTRP PROJECT

Attachment "2"

When recorded mail to:

City Clerk's Office
City of Riverside
City Hall, 3900 Main Street
Riverside, California 92522

FREE RECORDING

This instrument is for the benefit
of the City of Riverside and is
entitled to be recorded without
fee (Government Code §6103)

FOR RECORDER'S OFFICE USE ONLY

Project: Riverside Transmission Reliability Project
APN: 155-290-030 (Pole Placement)
Anza Channel

D-

RCFC Parcel 1150-1E

EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic, as Grantor, grants to the CITY OF RIVERSIDE, a California charter city and municipal corporation, as Grantee, its successors and assigns, an easement and right-of-way for the construction, reconstruction, maintenance, operation, inspection, repair, replacement, relocation, replacement and removal of improvements for poles, guys and anchors associated with the *electric energy distribution and transmission facilities, and telecommunication facilities*, together with all necessary appurtenances, in, under, upon, over and along that certain real property situation in the City of Riverside, County of Riverside, State of California, as described in EXHIBIT "A" and depicted in EXHIBIT "B" attached hereto and incorporated herein by this reference.

Grantee agrees that in making any excavation on said property of the Grantor, the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

Date: _____

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

By: _____
MARION ASHLEY
Chairman
Board of Supervisors

ATTESTS:

KECIA HARPER-IHEM
Clerk of the Board of Supervisors

By: _____
Deputy

Riverside County Flood Control and Water Conservation District
APN: 155-290-030 (Pole Placement)

**CERTIFICATE OF ACCEPTANCE
(Government Code Section §21027)**

THIS IS TO CERTIFY that the interest in real property conveyed by the within instrument to the City of Riverside, a California charter city and municipal corporation, is hereby accepted by the undersigned officer on behalf of the City Council of said City pursuant to authority conferred by Resolution No. 21027 of said City Council adopted September 6, 2005 and the grantee consents to recordation thereof by its duly authorized officer.

DATED: _____

CITY OF RIVERSIDE

By: _____
David Welch
Real Property Services Manager

APPROVED AS TO FORM

By: _____
Supervising Deputy City Attorney

EXHIBIT "A"

Poles, Guys and Anchors Easement
Por. A.P.N. 155-290-030

That certain real property located in the City of Riverside, County of Riverside, State of California, described as follows:

That portion of Parcel 1150-1E of Record of Survey filed in Record of Survey Book 60, Pages 11 through 14 inclusive, records of Riverside County, California, described as follows:

PARCEL A41

BEGINNING at the southwesterly corner of Lot 1 of Tract No. 21605, as shown by map on file in Book 163, Pages 6 and 7 of Maps, Records of said Riverside County, point is also on the northeasterly line of said Parcel 1150-1E;

THENCE South 32°27'56" East, along said northeasterly line, a distance of 18.54 feet;

THENCE South 71°07'44" West, a distance of 1.05 feet;

THENCE North 70°25'45" West, a distance of 34.00 feet;

THENCE North 19°34'15" East, a distance of 16.21 feet;

THENCE North 71°07'44" East, a distance of 9.42 feet to a point on the northeasterly line of said Parcel 1150-1E, also being on the southwesterly line of said Lot 1 of Tract No. 21605;

THENCE South 32°27'56" East, along said northeasterly line, a distance of 16.27 feet to the **POINT OF BEGINNING**.

Area – 452.8 square feet or 0.010 acres more or less.

PARCEL A42

COMMENCING at the southwesterly corner of Lot 1 of Tract No. 21605, as shown by map on file in Book 163, Pages 6 and 7 of Maps, Records of said Riverside County, point is also on the northeasterly line of said Parcel 1150-1E;

THENCE South 32°27'56" East, along said northeasterly line, a distance of 18.54 feet;

THENCE South 71°07'44" West, a distance of 1.05 feet;

THENCE South 19°34'15" West, a distance of 250.27 feet to a point on the southeasterly line of said Parcel 1150-1E, and to the **POINT OF BEGINNING** of the parcel of land to be described;

THENCE South 79°08'35" West, a distance of 39.43 feet;

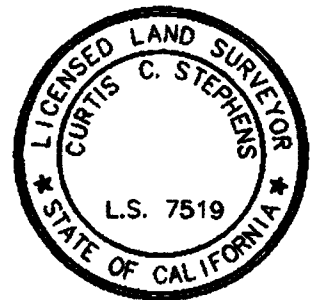
THENCE South 07°03'24" West, a distance of 31.07 feet to a point on the southeasterly line of said Parcel 1150-1E;

THENCE North 48°02'05" East, along said southeasterly line, a distance of 57.21 feet to the **POINT OF BEGINNING**.

Area – 582.8 square feet or 0.013 acres more or less.

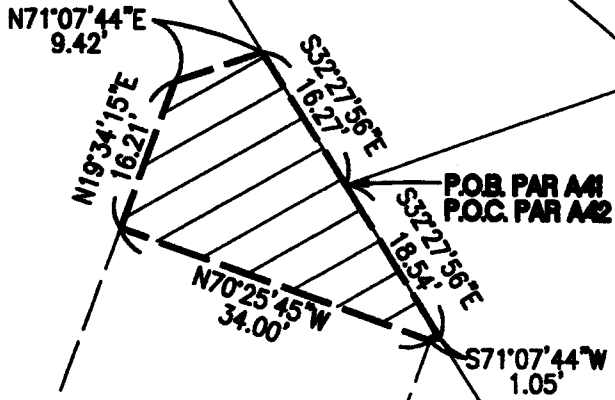
This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

Curtis C. Stephens 7/16/16 Prep. (CS)
Curtis C. Stephens, L.S. 7519 Date



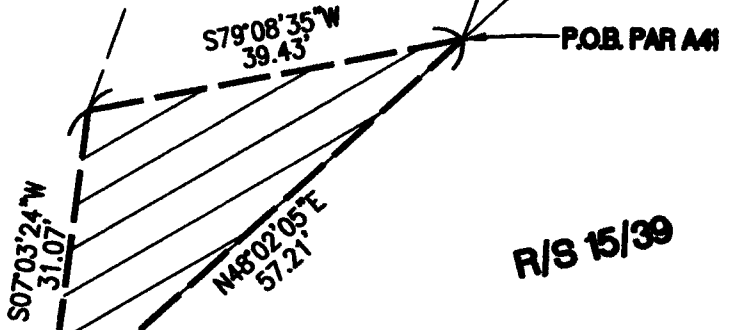
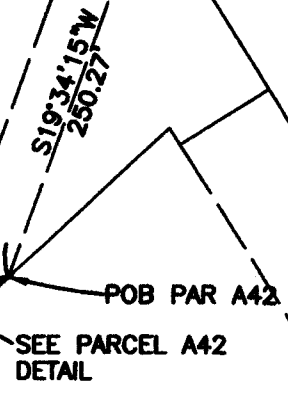
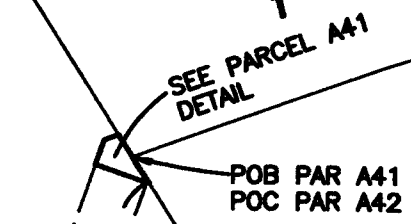
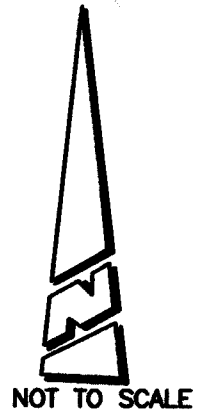
TRACT NO. 21605
M.B. 163/6-7

PAR. 1150-D
R/S 60/11-14
PAR. 1150-E



PARCEL A41
EASEMENT AREA-4528 SF.

APN 155-290-030
TOTAL EASEMENT AREA-
1035.6 SF. - (0.024 ACRES±)



PARCEL A42
EASEMENT AREA-5828 SF.

R/S 15/39

55'
ARLINGTON AVENUE
55'
TO VAN BUREN BLVD.

• CITY OF RIVERSIDE, CALIFORNIA •

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.

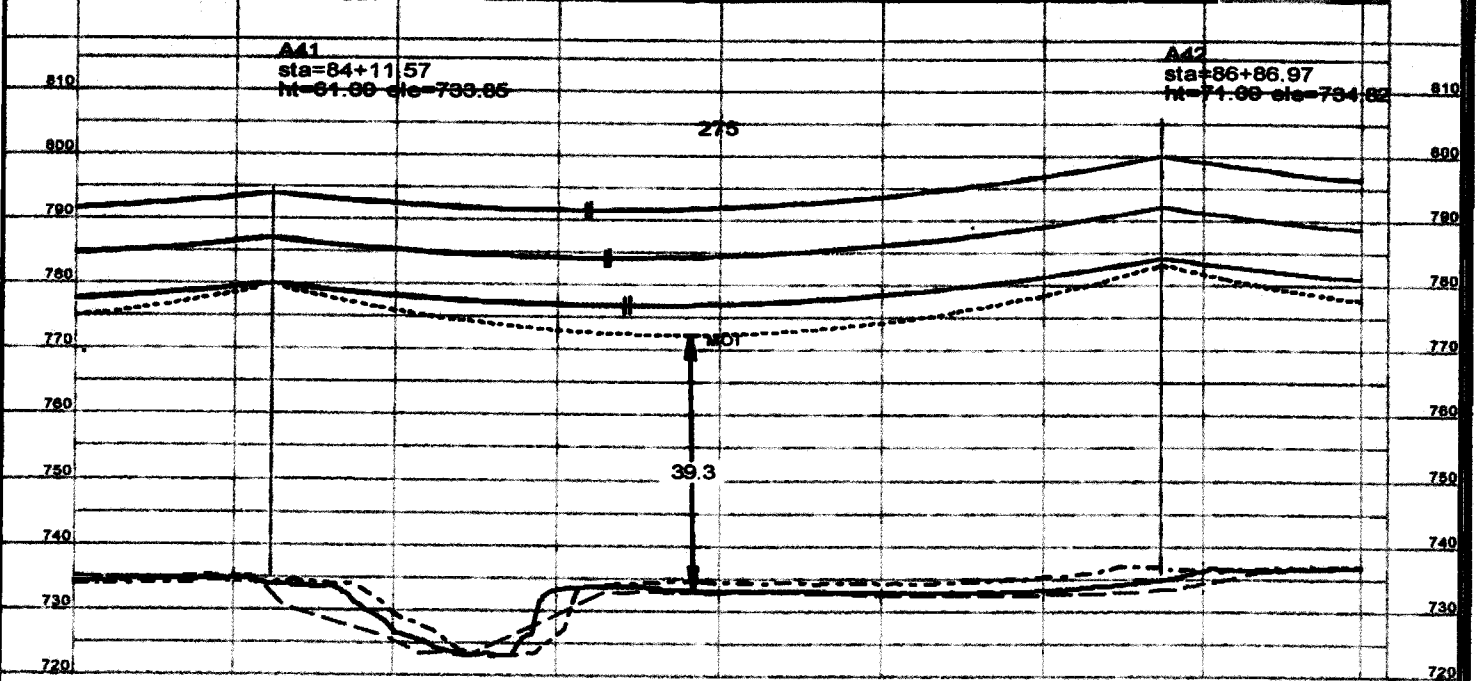
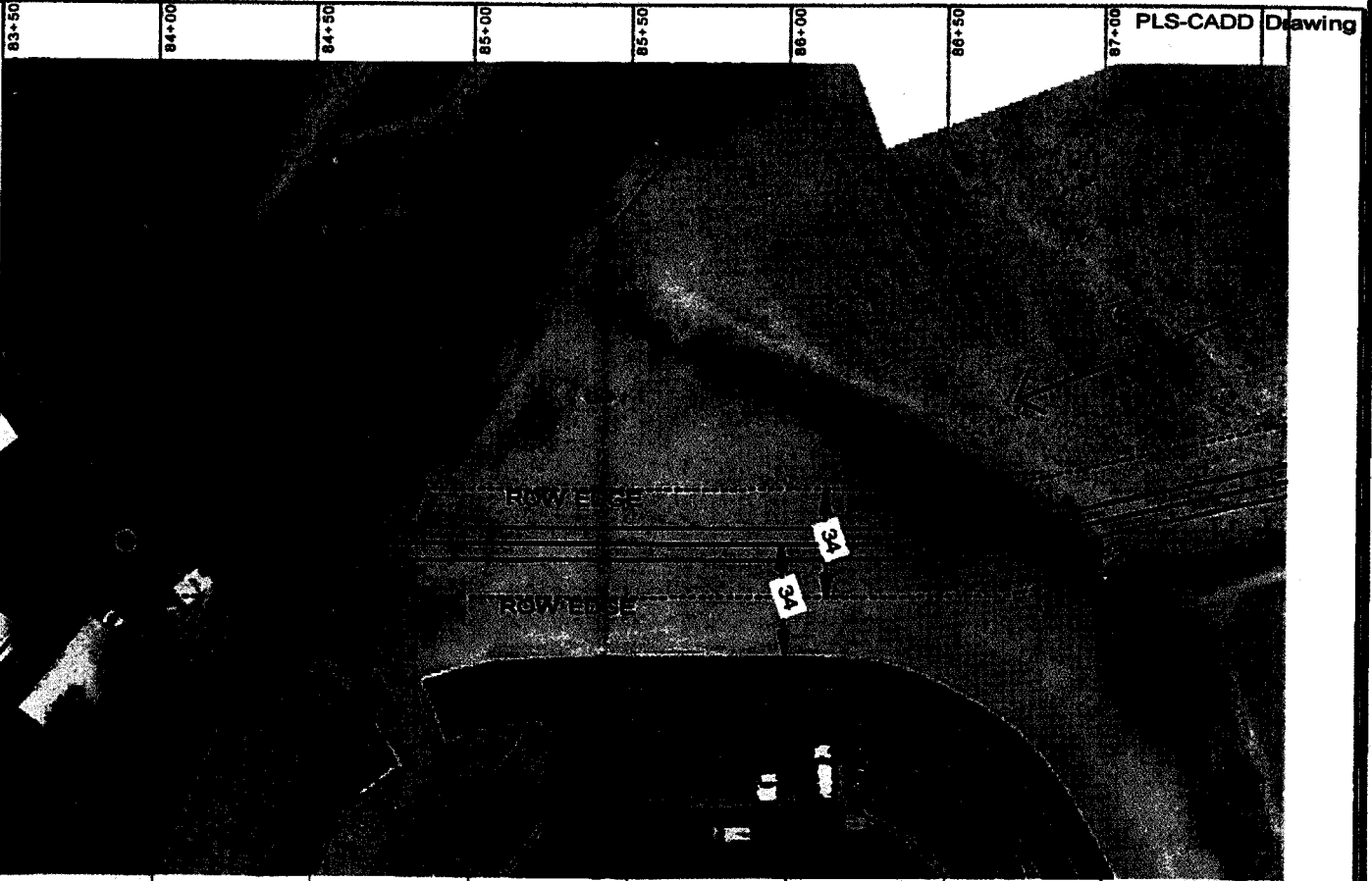
SHEET 1 OF 1

SCALE: NTS

DRAWN BY: CURT

DATE: 7/5/16

SUBJECT: 155-290-030 POLE & GUY EASEMENT - 69KV RTRP PROJECT



RTRP ID#22
STRUCTURE PLACEMENT
RCFC EASEMENT (APN 155-290-030)

SCALE	60.0 ft 30.0 ft	Horiz. Scale Vert. Scale	DRAWN	A.BANNER	CITY OF RIVERSIDE DEPARTMENT OF PUBLIC UTILITIES
DATE	8/31/16		CHECKED		
JPA NO.	N/A		APPROVED	A.BANNER	DIV. E
MAP BK	50N-2		BOARD DATE		
CASE NO.	N/A		ACCT.		DRAWING NO. XXXXXX-XX
					SHEET 1 OF 1

Attachment "3"

When recorded mail to:

City Clerk's Office
City of Riverside
City Hall, 3900 Main St.
Riverside, CA 92522

FREE RECORDING

This instrument is for the benefit
Of the City of Riverside and is
Entitled to be recorded without
Fee (Government Code §6103)

FOR RECORDERS OFFICE USE ONLY

Project: Riverside Transmission Reliability Project
A.P.N. 155-290-030

RCFC Parcel 1150-1E & 1F

EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic, as Grantor do grant to the CITY OF RIVERSIDE, a California Charter City and municipal corporation, as Grantee, its successors and assigns, an easement and right-of-way an easement for unrestricted ingress egress over and across that certain real property situated in the City of Riverside, County of Riverside, State of California, described as follows:

Being a portion of the Section 36, Township 2 South, Range 6 West, San Bernardino Meridian as shown on Record of Survey on File in Book 60, Pages 10 through 14, Records of Survey, Records of Riverside County, lying within the City of Riverside, in the County of Riverside, California described as all of Parcels 1150-1E and 1F, also shown on Exhibit "A", attached for reference purposes only.

The Grantee, and its contractors, agents and employees, shall have the right to enter upon and to pass and repass over and along said real property, and to deposit tools, implements and other material thereon, at all times, for the purpose of exercising the rights herein granted.

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT:

Date _____

By: _____

MARION ASHLEY
Chairman
Board of Supervisors

ATTESTS:

KECIA HARPER-IHEM
Clerk of the Board of Supervisors

By: _____
Deputy

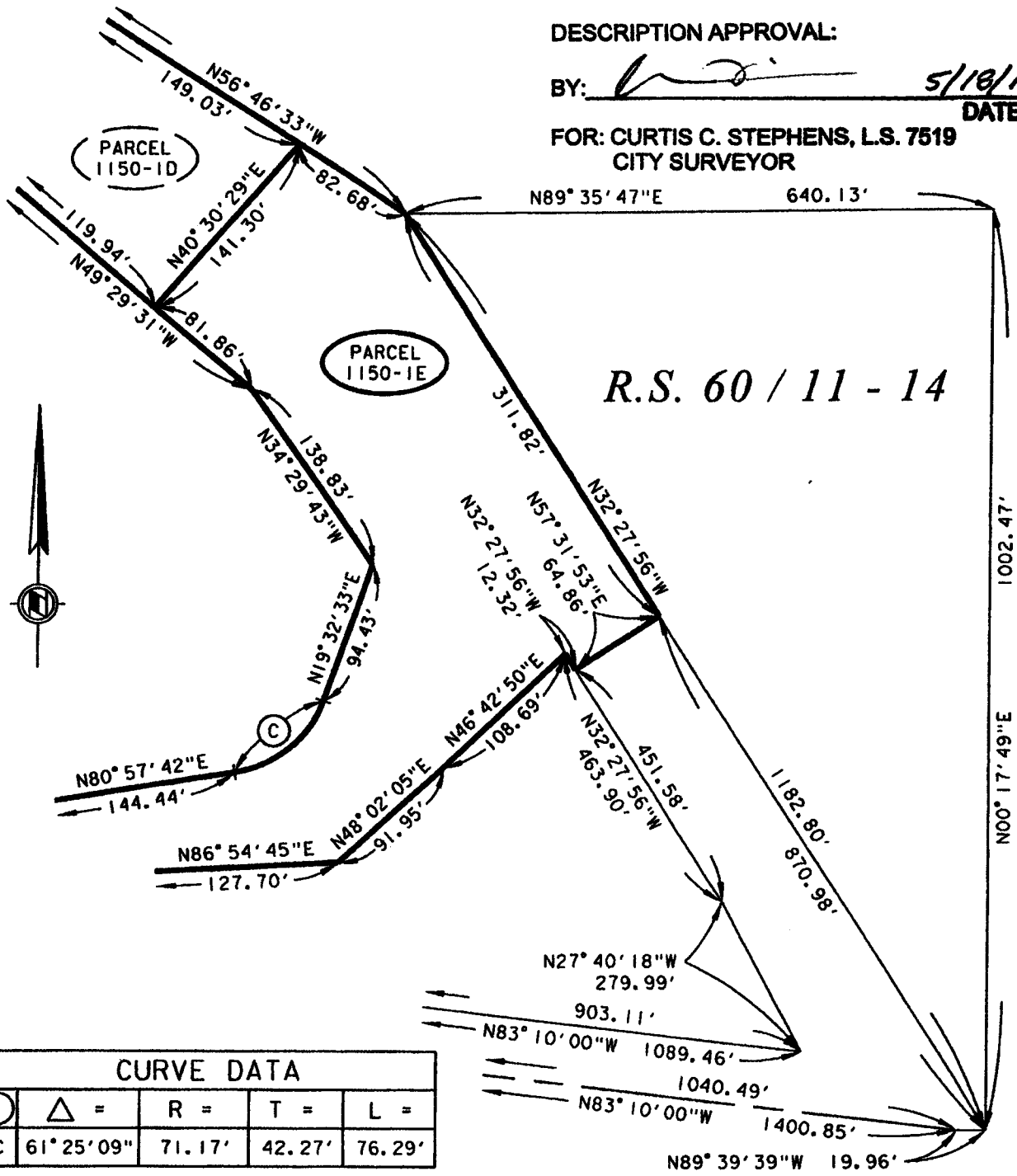
Exhibit "A"

ALL OF PARCEL 1150-1E AND PARCEL 1150-1F AS SHOWN ON RS 60/11-14 RECORDS OF RIVERSIDE COUNTY, CITY OF RIVERSIDE, STATE OF CALIFORNIA.

DESCRIPTION APPROVAL:

BY: [Signature] 5/18/15
DATE

FOR: CURTIS C. STEPHENS, L.S. 7519
CITY SURVEYOR



CURVE DATA				
○	△ =	R =	T =	L =
C	61° 25' 09"	71.17'	42.27'	76.29'

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NAME:

ANZA CHANNEL

THIS IS SOLELY AN EXHIBIT FOR THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT.

RCFC PARCEL NUMBER(S):

PARCEL 1150-1E
PARCEL 1150-1F

SCALE:

NO SCALE
FEB-09-2015

PREPARED BY:

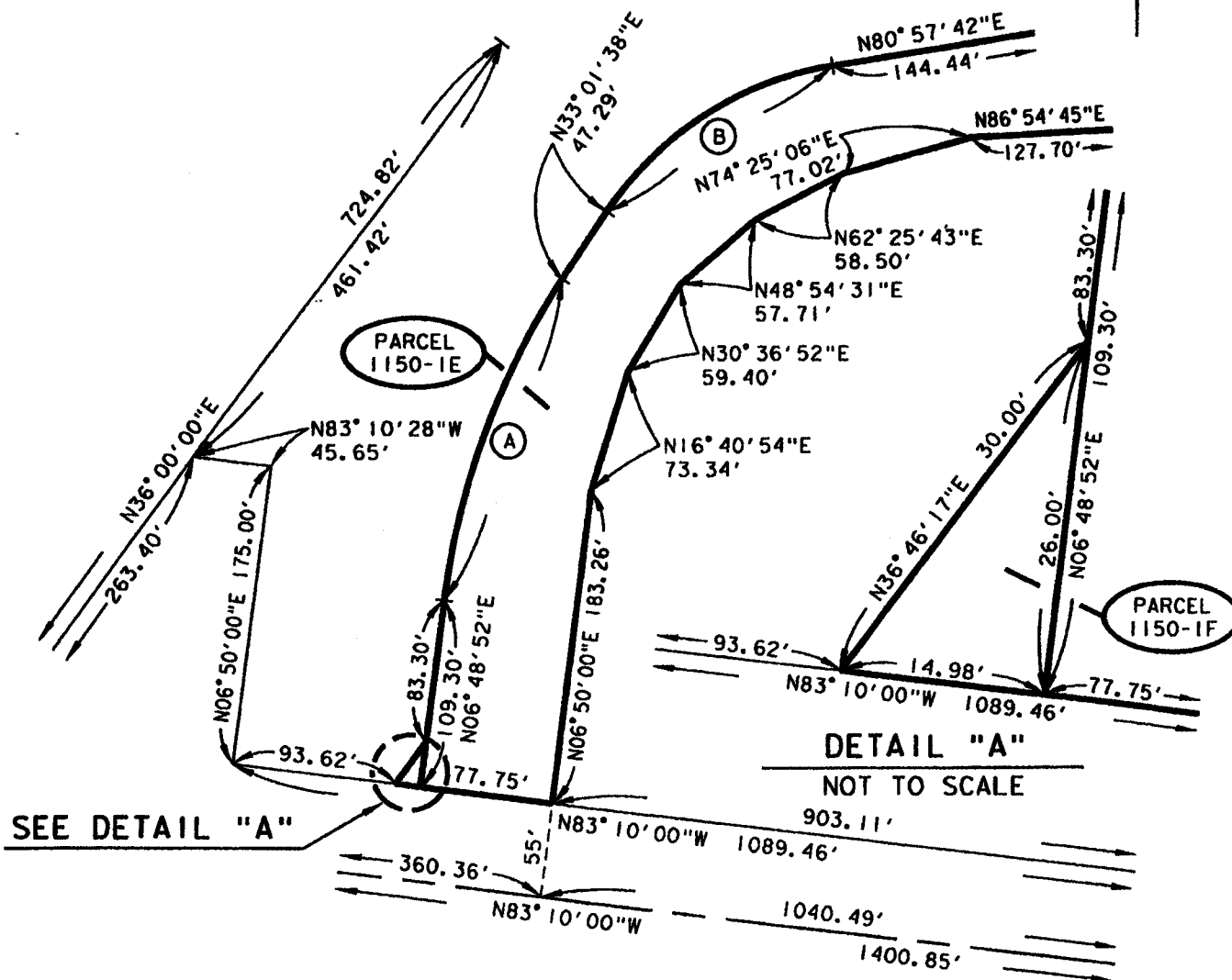
LAH
SHEET NO.
1 OF 2

Exhibit "A"

ALL OF PARCEL 1150-1E AND PARCEL 1150-1F AS SHOWN ON RS 60/11-14 RECORDS OF RIVERSIDE COUNTY, CITY OF RIVERSIDE, STATE OF CALIFORNIA.

CURVE DATA				
○	△ =	R =	T =	L =
A	26° 12' 46"	442.60'	103.05'	202.49'
B	47° 56' 04"	192.94'	85.77'	161.42'

R.S. 60 / 11 - 14



RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NAME: ANZA CHANNEL			
THIS IS SOLELY AN EXHIBIT FOR THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT.	RCFC PARCEL NUMBER(S): PARCEL 1150-1E PARCEL 1150-1F	SCALE: NO SCALE	PREPARED BY: LAH
		FEB-09-2015	SHEET NO. 2 OF 2

AGREEMENT FOR CONVEYANCE OF EASEMENT**RIVERSIDE COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT****1.0 PARTIES AND DATE**

THIS AGREEMENT is entered into by and between RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a special district ("Grantor") and CITY OF RIVERSIDE, a California charter city and municipal corporation ("City").

2.0 RECITALS

2.1 Grantor owns certain real property located at Hole Avenue west of Jones Avenue, Riverside, California, bearing Assessor's Parcel No. 143-342-043 ("Property").

2.2 City desires to purchase a permanent easement in a portion of the Property as described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated herein by reference ("Easement"), and Grantor desires to sell and convey the Easement to City.

2.3 The parties desire by this Agreement to provide the terms and conditions for the purchase and sale of the Easement.

3.0 AGREEMENT

3.1 **Purchase.** City agrees to buy and Grantor agrees to sell and convey the Easement for the purchase price and upon the terms and conditions hereinafter set forth.

3.2 **Purchase Price.** The total purchase price for the Easement shall be the lump sum of One Thousand Five Hundred Dollars (\$1,500.00), which shall be paid by City to Grantor through Escrow Holder at close of this transaction.

3.3 **Escrow.** Upon execution of this Agreement by all parties, City shall open an escrow ("Escrow") with an escrow company ("Escrow Holder") to be selected by City for the purpose of consummating the purchase and sale of the Easement. The parties hereto shall execute and deliver to Escrow Holder such escrow instructions prepared by Escrow Holder as may be required to complete this transaction. Any such instructions shall not conflict with, amend, or supersede any provision of this Agreement. If there is any inconsistency between such instructions and this Agreement, this Agreement shall control unless the parties agree in writing otherwise.

3.4 **Closing Date.** This transaction shall close on or before sixty (60) days following the execution of this Agreement ("Closing Date"). If the Escrow is not in a condition to close by Closing Date, any party who is not then in default may, upon notice in writing to Escrow Holder and the other party, demand the return of their money and/or documents. If the party making the demand is one other than City, then prior to complying with the demand, Escrow Holder shall

obtain the written consent of City. Upon receipt of the written consent of City, and the return of the money and/or documents, all obligations and liabilities of the parties under this Agreement shall cease and terminate. If no such demand is made, the transaction shall be closed as soon as possible.

3.5 Condition of Title. Grantor shall convey title to the Easement to City as evidenced by a CLTA Standard Form Policy or Binder of Title Insurance ("Title Policy") issued by a title insurance company to be selected by City in an amount equal to the purchase price. Title Policy shall show as exceptions with respect to the Easement only matters approved in writing by City. Any exceptions to title representing monetary liens or encumbrances may, at the discretion of Buyer, be disapproved by City, and upon the discretion of City, Escrow Holder is hereby authorized and instructed to cause the reconveyance, partial reconveyance, or subordination, as the case may be, of any such monetary exceptions to City's title to Easement at or prior to Close of Escrow.

3.6 Property Taxes and Assessments. Grantor has, or shall have paid, before Closing Date, any and all current and past due taxes, assessments, penalties and interest levied and assessed against Property. If not paid prior to Closing Date, upon demand by City to pay, Grantor hereby authorizes Escrow Holder to disburse to the taxing authority from funds otherwise due to Grantor an amount sufficient to discharge said taxes, assessments, penalties and interest.

3.7 Closing Costs. City shall pay the cost of Title Policy, all Escrow fees (including reconveyance fees, trustee's fees or forwarding fees for any partial reconveyance or subordination of a deed of trust or mortgage) if applicable, and all recording costs incurred herein. All parties acknowledge that City is exempt from payment of documentary transfer taxes.

3.8 Deposit of Funds and Documents. Prior to Closing Date, City shall deposit into Escrow (i) all Escrow and Closing Costs as described above; (ii) the purchase price to be paid to Grantor through Escrow; and (iii) such other documentation as is necessary to close Escrow in conformance herewith.

Prior to Closing Date, Grantor shall deposit into Escrow (i) a properly executed Grant of Easement, a copy of which is attached to this Agreement as Attachment "1"; and (ii) such other documents and sums, if any, as are necessary to close this transaction in conformance herewith.

3.9 City's Conditions Precedent to Close of this Transaction. The close of this transaction is subject to the following conditions:

(a) All representations and warranties of Grantor set forth in this Agreement shall be true and correct as of close of this transaction; and

(b) Grantor shall timely perform all obligations required by the terms of this Agreement to be performed by them.

3.10 Grantor's Conditions Precedent to Close of this Transaction. For the benefit of Grantor, the close of this transaction shall be conditioned upon the timely performance by City of all obligations required of City by the terms of this Agreement.

4.0 REPRESENTATIONS AND WARRANTIES OF GRANTOR

Grantor makes the following representations and warranties, each of which shall survive Closing Date:

(a) The execution and delivery of this Agreement by Grantor, Grantor's performance hereunder, and the consummation of this transaction will not constitute a violation of any order or decree or result in the breach of any contract or agreement to which Grantor is a present party, or by which Grantor is bound;

(b) Grantor will not enter into any agreements or undertake any new obligations prior to Closing Date which will in any way burden, encumber or otherwise affect Property and/or Easement without the prior written consent of City; and

(c) To Grantor's knowledge, no litigation and no governmental, administrative or regulatory act or proceeding regarding the environmental, health and safety aspects of Property is pending, proposed or threatened.

5.0 ACKNOWLEDGMENT OF FULL BENEFITS AND RELEASE

5.1 By execution of this Agreement, Grantor, on behalf of themselves and their respective heirs, executors, administrators, successors and assigns, hereby acknowledge that this Agreement provides full payment for the acquisition of the Easement by City, and Grantor hereby expressly and unconditionally waives any and all claims for damages, improvements, relocation assistance benefits, severance damages, interest, loss of goodwill, claims for inverse condemnation or unreasonable pre-condemnation conduct, or any other compensation or benefits, other than as already expressly provided for in this Agreement, it being understood that this is a complete and full settlement of all acquisition claims, liabilities, or benefits of any type or nature whatsoever relating to or in connection with the acquisition of the Easement.

5.2 This Agreement arose out of City's efforts to acquire the Easement through its municipal authority. The parties acknowledge and agree that the consideration paid to Grantor shall be deemed the fair market value and total amount of "just compensation" for the Easement. Grantor, on behalf of themselves and their respective heirs, executors, administrators, successors and assigns, hereby fully release City, its successors, agents, representatives, and assigns, and all other persons and associations, known or unknown, from all claims and causes of action by reason of any damage which has been sustained, or may be sustained, as a result of City's efforts to acquire the Easement, or to construct works of improvement thereon, or any preliminary steps thereto.

5.3 Grantor hereby acknowledges that they have or have had an opportunity to speak with an or have been advised by an attorney and is familiar with the provisions of California Civil Code section 1542, which provides as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

Grantor acknowledges that they may have sustained damage, loss, costs or expenses which are presently unknown and unsuspected, and such damage, loss, costs or expenses which may have been sustained, may give rise to additional damage, loss, costs or expenses in the future. Nevertheless, Grantor hereby acknowledges that this Agreement has been negotiated and agreed upon in light of that situation, and hereby expressly waive any and all rights which they may have under California Civil Code section 1542, or under any statute or common law or equitable principal of similar effect.

This acknowledgment and release shall survive Closing Date.

6.0 REMEDIES

If Grantor defaults under this Agreement, then City may, at City's option, terminate the transaction or initiate an action for specific performance of this Agreement, or pursue any other rights or remedies that City may have at law or in equity. If City defaults under this Agreement, then Grantor may, at Grantor's option, terminate the transaction or pursue any rights or remedies that Grantor may have at law or in equity.

7.0 MISCELLANEOUS

7.1 **Notice.** Any notice to be given or other document or documents to be delivered to either party by the other hereunder may be delivered in person or may be deposited in the United States Mail in the State of California, duly registered or certified, with postage prepaid, and addressed as follows:

Grantor: Riverside County Flood Control and Water
Conservation District
c/o Jason E. Uhley, Manager/Chief Engineer
1995 Market Street
Riverside, CA 92501

City: City of Riverside
Community Development Department
3900 Main Street, 3rd Floor
Riverside, CA 92522
(951) 826-5649 (phone)
(951) 826-5744 (fax)

Any notice or other documents sent by registered or certified mail as aforesaid shall be deemed to have been effectively served or delivered at the expiration of twenty-four (24) hours following the deposit of said notice or other documents in the United States mail.

7.2 Time of Essence. Time is of the essence with respect to each and every provision hereof.

7.3 Governing Law. All questions with respect to this Agreement, and the rights and liabilities of the parties hereto, shall be governed by the laws of the State of California.

7.4 Venue. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

7.5 Severability. If any provision of this Agreement, or its application to any party or circumstances, is determined to be invalid or unenforceable to any extent by a court of competent jurisdiction, then the remainder of this Agreement, and the application of such provision to persons or circumstances other than those to which said provision has been determined to be invalid or unenforceable, shall not be affected thereby and each provision thereof shall be valid and enforced to the fullest extent permitted by law.

7.6 Binding Effect. This Agreement shall inure to the benefit of, and shall be binding upon, the assigns, successors in interest, personal representatives, estates, heirs and legatees of each of the parties hereto.

7.7 Entire Agreement. This Agreement contains the entire Agreement of the parties hereto, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties hereto, relating to the subject matter contained in this Agreement which are not fully expressed herein.

7.8 Amendments. This Agreement may be amended or supplemented only by written documents signed by all parties.

7.9 Nondiscrimination. The parties shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex or sexual orientation, in connection with the performance of this Agreement. The parties further agree to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

7.10 Additional Documents. The parties hereto agree to execute any and all additional documents and instruments necessary to carry out the terms of this Agreement.

7.11 No Merger. All representations, warranties, acknowledgments, releases, covenants and obligations contained in this Agreement shall survive delivery and recordation of the Grant of Easement.

7.12 Ratification. This Agreement is subject to approval and ratification by the City Council of the City of Riverside.

7.13 Authorization to Sign. Grantor hereby represents and warrants to City that they are the sole owner of the referenced Property, and that they have the authority to enter into this Agreement.

7.14 Counterparts. This Agreement may be executed in two (2) or more identical counterparts, each of which shall be deemed to be an original and each of which shall be deemed to be one and the same instrument when each party signs each such counterpart.

(Signatures on Following Page)

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

EXECUTED on the date or dates set forth below. This Agreement shall be effective as of the date signed by all parties.

City:

CITY OF RIVERSIDE, a California charter city and municipal corporation

Grantor:

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a special district

By: _____
Community Development Director

DATED: _____

By: Marion Ashley
MARION ASHLEY, Chairman

Riverside County Flood Control and Water Conservation District Board of Supervisors

DATED: DEC 13 2016

ATTEST:

By: _____
City Clerk

RECOMMENDED FOR APPROVAL:

By: Jason E. Uhley
JASON E. UHLEY
General Manager-Chief Engineer

DATED: 11-23-16

CERTIFIED AS TO FUNDS AVAILABILITY:

By: _____
Finance Director

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

APPROVED AS TO FORM:

By: Karim Hassan, Deputy

By: _____
Chief Assistant City Attorney

APPROVED AS TO FORM:

GREGORY P. PRIAMOS
County Counsel

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

DATED: 11-29-16

(SEAL)

EXHIBIT "A"

Public Utility Easement
POR. A.P.N. 143-342-043

All that certain real property situated in the City of Riverside, County of Riverside, State of California, and is described as follows:

That portion of Lot CH (Jones Avenue, vacated) of La Sierra Gardens, as shown by map on file in Book 11, Pages 42 through 50 inclusive of Maps, records of Riverside County, California, and being that portion of Parcel 1060-20 of Record of Survey on file in Book 35, Pages 16 through 18 of Record of Surveys, records of said Riverside County, described as follows:

BEGINNING at the intersection of the centerline of said Lot CH (Jones Avenue, vacated) with the southerly line of Hole Avenue, also being the northwesterly corner of said Parcel 1060-20;

THENCE South $78^{\circ}54'26''$ East, along said southerly line of Hole Avenue, a distance of 14.44 feet;

THENCE South $38^{\circ}06'20''$ West, a distance of 20.26 feet;

THENCE North $75^{\circ}32'35''$ West, a distance of 23.07 feet to a point on the northwesterly line of said Parcel 1060-20 distant southwesterly 24.39 feet from the Point of Beginning;

THENCE North $57^{\circ}54'19''$ East along said northwesterly line, a distance of 24.39 feet to the **POINT OF BEGINNING**;

Containing 0.01 acres or 335 square feet, more or less.


This description was prepared by me or under my direction in Conformance with the requirements of the Land Surveyors Act.


Richard F. Wenglikowski, L.S. 4904

9/10/13
Date



DESCRIPTION APPROVAL:

BY:  11/5/2013
DATE

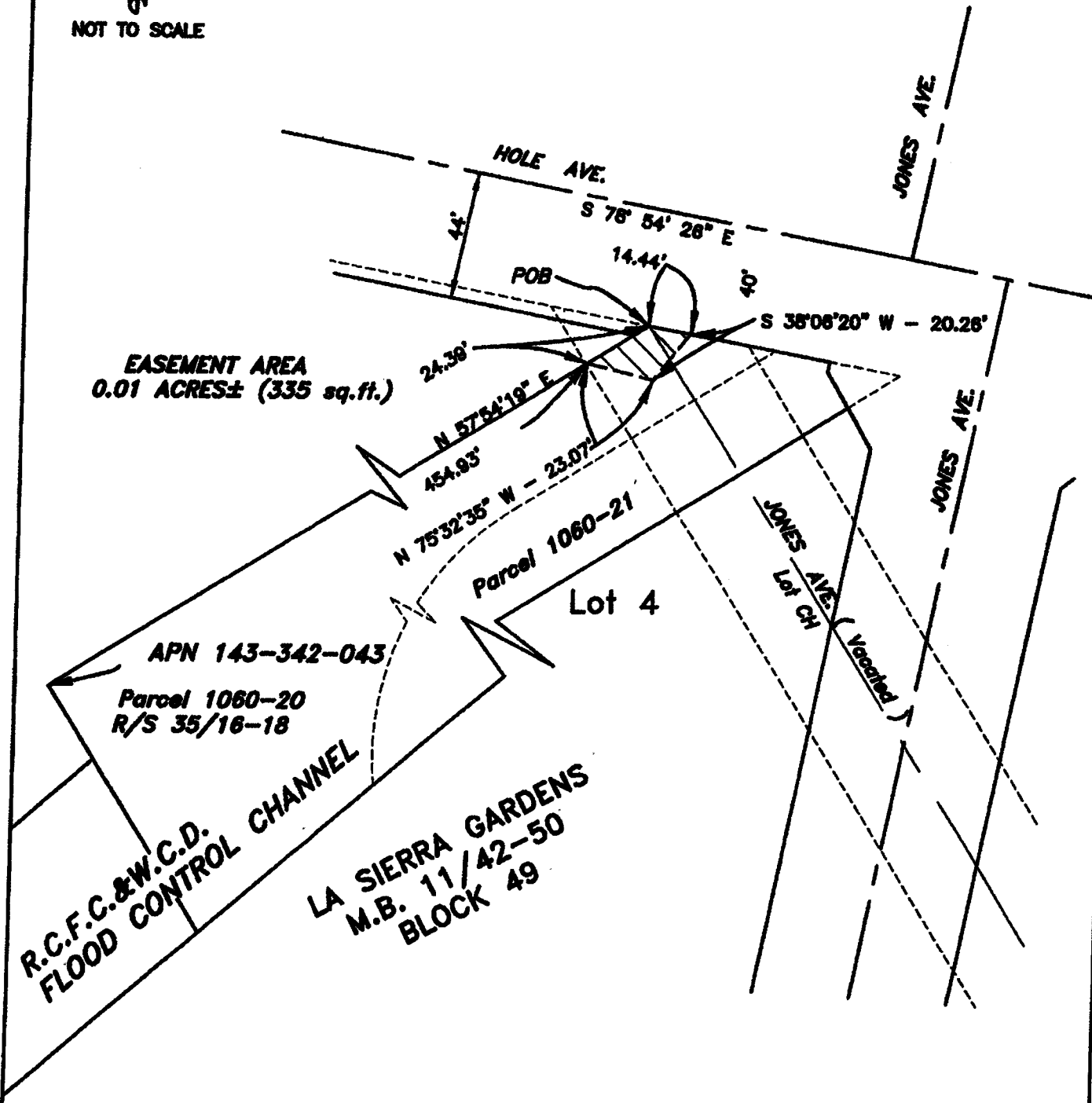
FOR: CURTIS C. STEPHENS, L.S. 7519
CITY SURVEYOR

EXHIBIT "B"

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.



NOT TO SCALE



Richard F.
Wenglikowski PLS
Carey, ID
208-720-5892

DATE
09/06/13

CITY OF RIVERSIDE PUBLIC UTILITY
PUBLIC UTILITY EASEMENT

PROJECT: 69KV RTRP PROJECT

SHEET NO.
1 of 1

DRAWING NO.
CB-64S-D45

Attachment "1"

When recorded mail to:

City Clerk's Office
City of Riverside
City Hall, 3900 Main Street
Riverside, California 92522

FREE RECORDING

This instrument is for the benefit of the City of Riverside and is entitled to be recorded without fee (Government Code §6103)

FOR RECORDER'S OFFICE USE ONLY

Project: Riverside Transmission Reliability Project
APN: 143-342-043 (Portion)
La Sierra Channel/Jones Lateral

RCFC Parcel 1060-21

D-

EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic, as Grantor, grants to the CITY OF RIVERSIDE, a California charter city and municipal corporation, as Grantee, its successors and assigns, a non-exclusive easement and right-of-way for the construction, reconstruction, maintenance, operation, inspection, repair, replacement, and removal of improvements for the *electric energy distribution and transmission facilities, and telecommunication facilities (hereinafter referred to as "systems")*, together with all necessary appurtenances, in, under, upon, over and along that certain real property situation in the City of Riverside, County of Riverside, State of California, as described in EXHIBIT "A" and depicted in EXHIBIT "B" attached hereto and incorporated herein by this reference. Grantor may continue to use the property as long as said use does not interfere or conflict with the easement granted herein.

Said aerial rights herein granted for the system shall have a minimum vertical clearance of 41.9 feet as shown in Exhibit "C" and any and all improvements, present and in the future shall not be placed below this point.

The rights herein granted shall be for the sole use of the Grantee, its successors and/or assigns, and no rights or interest shall be granted to any other 3rd party.

Date: _____

RIVERSIDE COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT

By: _____
MARION ASHLEY
Chairman
Board of Supervisors

ATTESTS:

KECIA HARPER-IHEM
Clerk of the Board of Supervisors

By: _____
Deputy

Riverside County Flood Control and Water Conservation District
APN 143-342-043 (Portion)

**CERTIFICATE OF ACCEPTANCE
(Government Code Section §21027)**

THIS IS TO CERTIFY that the interest in real property conveyed by the within instrument to the City of Riverside, a California charter city and municipal corporation, is hereby accepted by the undersigned officer on behalf of the City Council of said City pursuant to authority conferred by Resolution No. 21027 of said City Council adopted September 6, 2005 and the grantee consents to recordation thereof by its duly authorized officer.

DATED: _____

CITY OF RIVERSIDE

By: _____
David Welch
Real Property Services Manager

APPROVED AS TO FORM

By: _____
Supervising Deputy City Attorney

EXHIBIT "A"

Public Utility Easement
POR. A.P.N. 143-342-043

All that certain real property situated in the City of Riverside, County of Riverside, State of California, and is described as follows:

That portion of Lot CH (Jones Avenue, vacated) of La Sierra Gardens, as shown by map on file in Book 11, Pages 42 through 50 inclusive of Maps, records of Riverside County, California, and being that portion of Parcel 1060-20 of Record of Survey on file in Book 35, Pages 16 through 18 of Record of Surveys, records of said Riverside County, described as follows:

BEGINNING at the intersection of the centerline of said Lot CH (Jones Avenue, vacated) with the southerly line of Hole Avenue, also being the northwesterly corner of said Parcel 1060-20;

THENCE South $78^{\circ}54'26''$ East, along said southerly line of Hole Avenue, a distance of 14.44 feet;

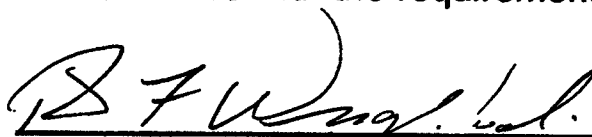
THENCE South $38^{\circ}06'20''$ West, a distance of 20.26 feet;

THENCE North $75^{\circ}32'35''$ West, a distance of 23.07 feet to a point on the northwesterly line of said Parcel 1060-20 distant southwesterly 24.39 feet from the Point of Beginning;

THENCE North $57^{\circ}54'19''$ East along said northwesterly line, a distance of 24.39 feet to the **POINT OF BEGINNING**;

Containing 0.01 acres or 335 square feet, more or less.


This description was prepared by me or under my direction in Conformance with the requirements of the Land Surveyors Act.


Richard F. Wenglikowski, L.S. 4904

9/10/13
Date



DESCRIPTION APPROVAL:

BY:  11/5/2013
DATE

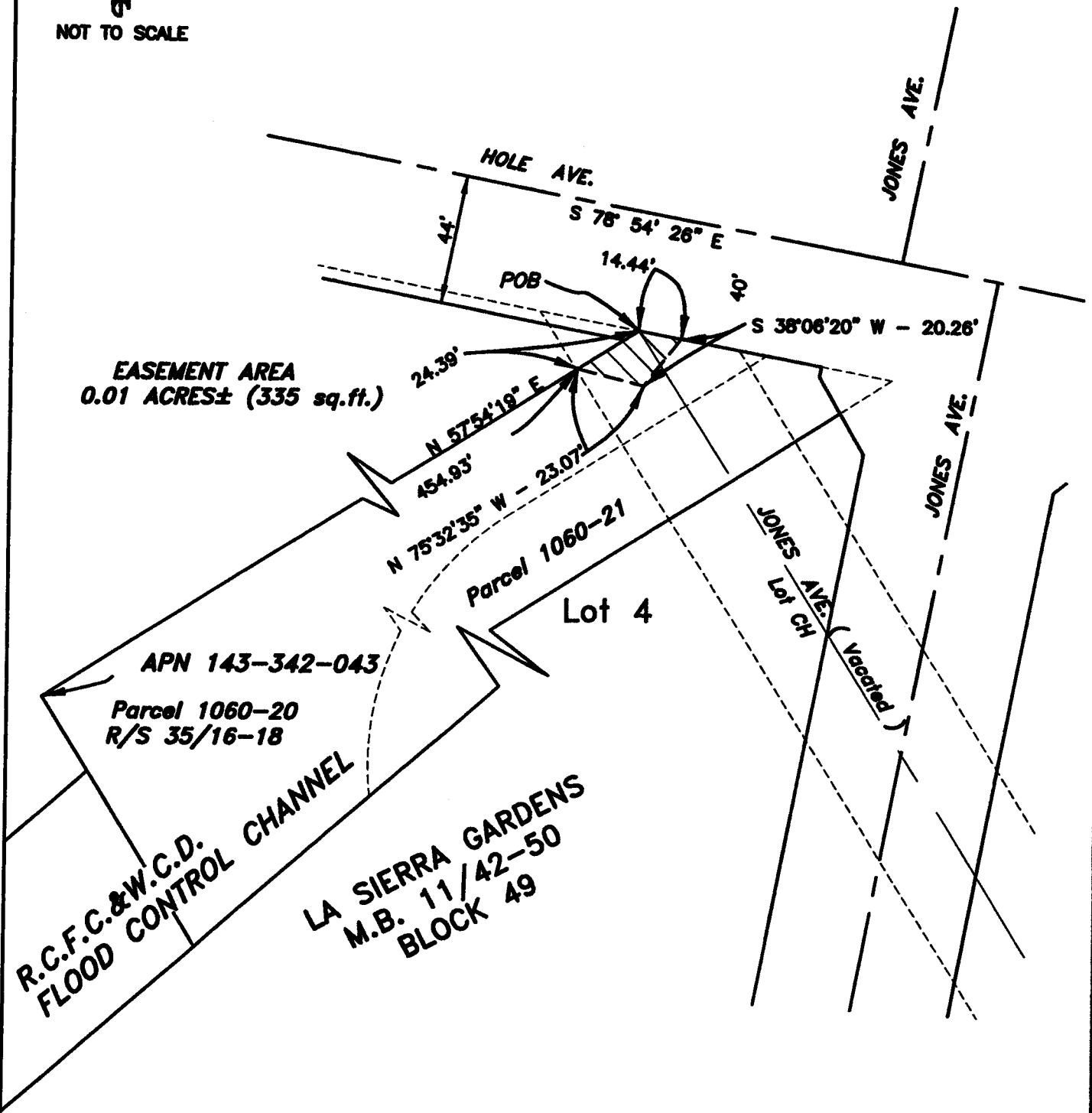
FOR: CURTIS C. STEPHENS, L.S. 7519
CITY SURVEYOR

EXHIBIT "B"

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.



NOT TO SCALE



Richard F. Wenglikowski PLS
Carey, ID
208-720-5692

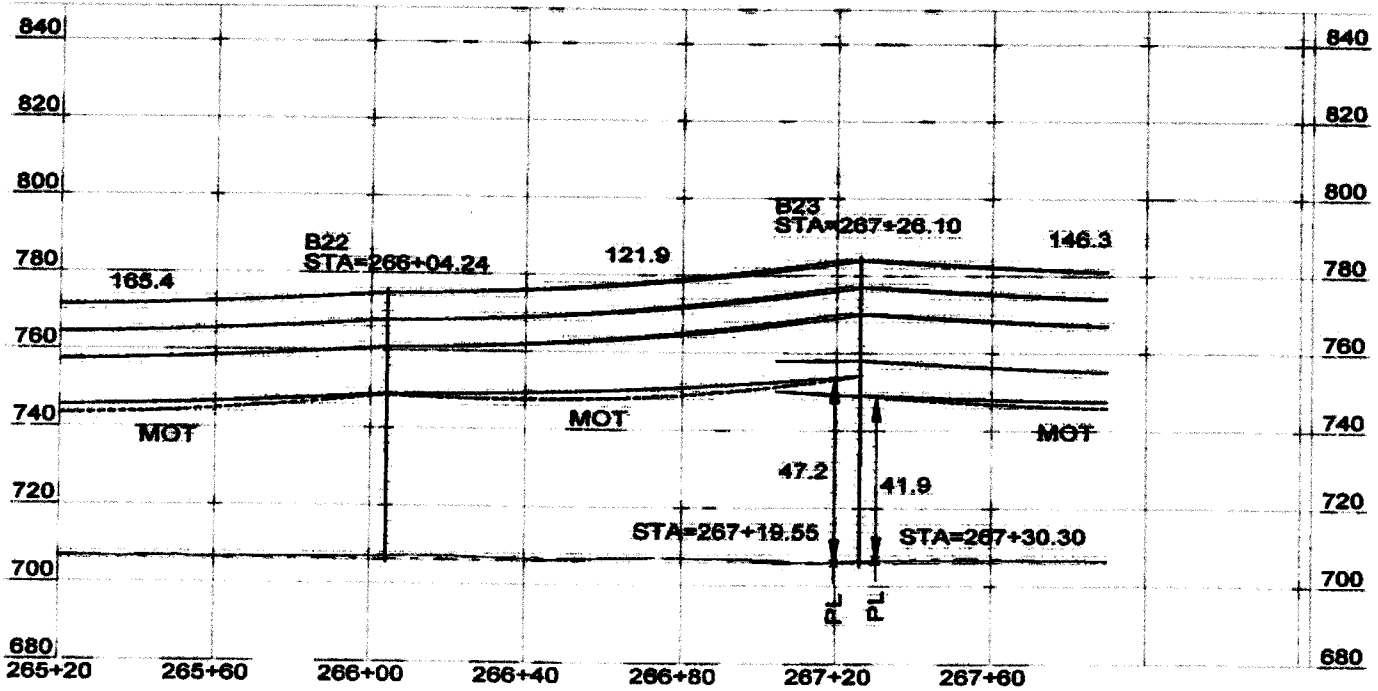
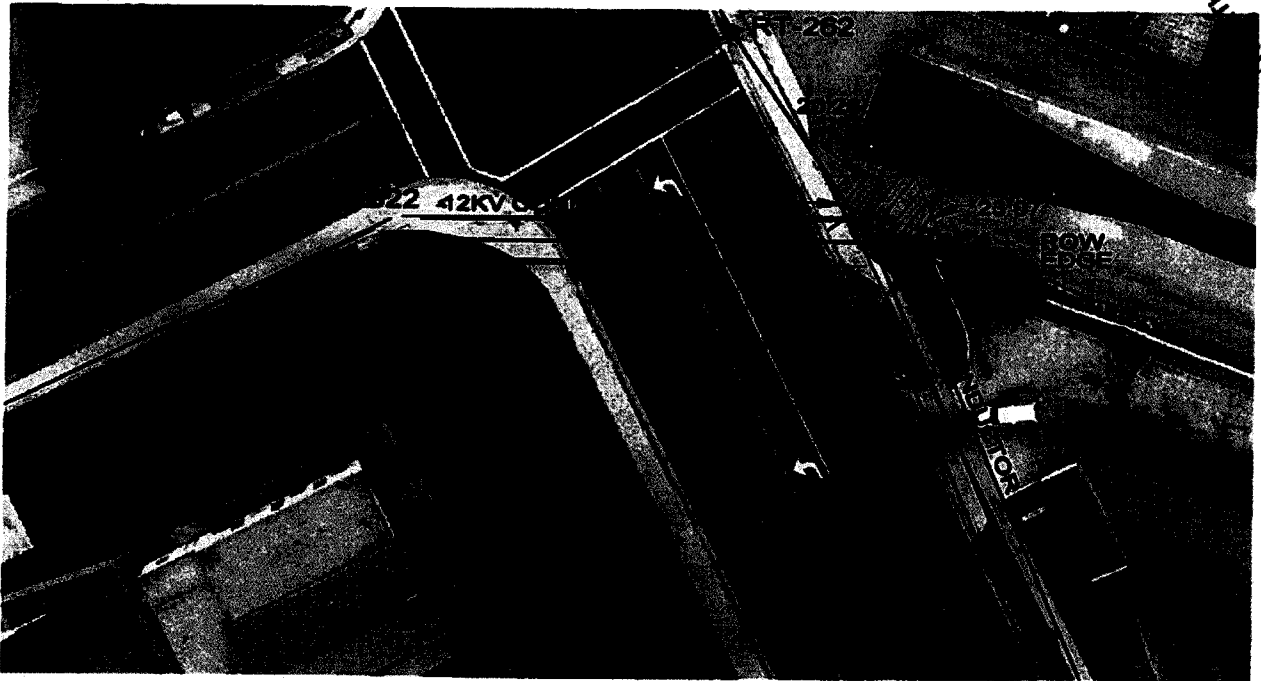
CITY OF RIVERSIDE PUBLIC UTILITY
PUBLIC UTILITY EASEMENT

SHEET NO.
1 of 1

DATE
09/06/13

PROJECT: 69KV RTRP PROJECT

DRAWING NO.
CB-64S-D45



CLEARANCE NOTES:

- (1) ALL DIMENSIONS SHOWN IN FEET.
- (2) MINIMUM APPROACH CLEARANCES FOR EQUIPMENT OPERATION ARE SUBJECT TO CAL/OSHA REQUIREMENTS OR AS OTHERWISE DETERMINED BY RCFC.
- (3) CONDUCTOR SAG IS DEPICTED FOR BOTH NORMAL ELECTRICAL OPERATING CONDITIONS (120°F) AND EMERGENCY CONDITIONS (MOT, 212°F) AT THE DESIGNED TENSION.

RTRP ID #94 STRUCTURE PLACEMENT RCFC EASEMENT (APN 143-342-043)

SCALE NTS	DRAWN D. JOINOL	CITY OF RIVERSIDE	
DATE 12/3/2014	CHECKED A. BANNER	DEPARTMENT OF PUBLIC UTILITIES	
JPA NO. N/A	APPROVED	DIV.	DRAWING NO.
MAP BK 64S-3	BOARD DATE XX/XX/2015	E	XXXXXX-XX
CASE NO. N/A	ACCT. XXXXXXXX-XXXXXX		SHEET 1 OF 1

AGREEMENT FOR CONVEYANCE OF EASEMENT**RIVERSIDE COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT****1.0 PARTIES AND DATE**

THIS AGREEMENT is entered into by and between RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a special district ("Grantor") and CITY OF RIVERSIDE, a California charter city and municipal corporation ("City").

2.0 RECITALS

2.1 Grantor owns certain real property located at Hole Avenue (corridor property), Riverside, California, bearing Assessor's Parcel No. 146-253-026 ("Property").

2.2 City desires to purchase a permanent easement in a portion of the Property as described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated herein by reference ("Easement"), and Grantor desires to sell and convey the Easement to City.

2.3 The parties desire by this Agreement to provide the terms and conditions for the purchase and sale of the Easement.

3.0 AGREEMENT

3.1 **Purchase.** City agrees to buy and Grantor agrees to sell and convey the Easement for the purchase price and upon the terms and conditions hereinafter set forth.

3.2 **Purchase Price.** The total purchase price for the Easement shall be the lump sum of Four Thousand Eight Hundred Dollars (\$4,800.00), which shall be paid by City to Grantor through Escrow Holder at close of this transaction.

3.3 **Escrow.** Upon execution of this Agreement by all parties, City shall open an escrow ("Escrow") with an escrow company ("Escrow Holder") to be selected by City for the purpose of consummating the purchase and sale of the Easement. The parties hereto shall execute and deliver to Escrow Holder such escrow instructions prepared by Escrow Holder as may be required to complete this transaction. Any such instructions shall not conflict with, amend, or supersede any provision of this Agreement. If there is any inconsistency between such instructions and this Agreement, this Agreement shall control unless the parties agree in writing otherwise.

3.4 **Closing Date.** This transaction shall close on or before sixty (60) days following the execution of this Agreement ("Closing Date"). If the Escrow is not in a condition to close by Closing Date, any party who is not then in default may, upon notice in writing to Escrow Holder and the other party, demand the return of their money and/or documents. If the party making the demand is one other than City, then prior to complying with the demand, Escrow Holder shall

obtain the written consent of City. Upon receipt of the written consent of City, and the return of the money and/or documents, all obligations and liabilities of the parties under this Agreement shall cease and terminate. If no such demand is made, the transaction shall be closed as soon as possible.

3.5 Condition of Title. Grantor shall convey title to the Easement to City as evidenced by a CLTA Standard Form Policy or Binder of Title Insurance ("Title Policy") issued by a title insurance company to be selected by City in an amount equal to the purchase price. Title Policy shall show as exceptions with respect to the Easement only matters approved in writing by City. Any exceptions to title representing monetary liens or encumbrances may, at the discretion of Buyer, be disapproved by City, and upon the discretion of City, Escrow Holder is hereby authorized and instructed to cause the reconveyance, partial reconveyance, or subordination, as the case may be, of any such monetary exceptions to City's title to Easement at or prior to Close of Escrow.

3.6 Property Taxes and Assessments. Grantor has, or shall have paid, before Closing Date, any and all current and past due taxes, assessments, penalties and interest levied and assessed against Property. If not paid prior to Closing Date, upon demand by City to pay, Grantor hereby authorizes Escrow Holder to disburse to the taxing authority from funds otherwise due to Grantor an amount sufficient to discharge said taxes, assessments, penalties and interest.

3.7 Closing Costs. City shall pay the cost of Title Policy, all Escrow fees (including reconveyance fees, trustee's fees or forwarding fees for any partial reconveyance or subordination of a deed of trust or mortgage) if applicable, and all recording costs incurred herein. All parties acknowledge that City is exempt from payment of documentary transfer taxes.

3.8 Deposit of Funds and Documents. Prior to Closing Date, City shall deposit into Escrow (i) all Escrow and Closing Costs as described above; (ii) the purchase price to be paid to Grantor through Escrow; and (iii) such other documentation as is necessary to close Escrow in conformance herewith.

Prior to Closing Date, Grantor shall deposit into Escrow (i) a properly executed Grant of Easement, a copy of which is attached to this Agreement, as Attachment "1"; and (ii) such other documents and sums, if any, as are necessary to close this transaction in conformance herewith.

3.9 City's Conditions Precedent to Close of this Transaction. The close of this transaction is subject to the following conditions:

(a) All representations and warranties of Grantor set forth in this Agreement shall be true and correct as of close of this transaction; and

(b) Grantor shall timely perform all obligations required by the terms of this Agreement to be performed by them.

3.10 Grantor's Conditions Precedent to Close of this Transaction. For the benefit of Grantor, the close of this transaction shall be conditioned upon the timely performance by City of all obligations required of City by the terms of this Agreement.

4.0 REPRESENTATIONS AND WARRANTIES OF GRANTOR

Grantor makes the following representations and warranties, each of which shall survive Closing Date:

(a) The execution and delivery of this Agreement by Grantor, Grantor's performance hereunder, and the consummation of this transaction will not constitute a violation of any order or decree or result in the breach of any contract or agreement to which Grantor is a present party, or by which Grantor is bound;

(b) Grantor will not enter into any agreements or undertake any new obligations prior to Closing Date which will in any way burden, encumber or otherwise affect Property and/or Easement without the prior written consent of City; and

(c) To Grantor's knowledge, no litigation and no governmental, administrative or regulatory act or proceeding regarding the environmental, health and safety aspects of Property is pending, proposed or threatened.

5.0 ACKNOWLEDGMENT OF FULL BENEFITS AND RELEASE

5.1 By execution of this Agreement, Grantor, on behalf of themselves and their respective heirs, executors, administrators, successors and assigns, hereby acknowledge that this Agreement provides full payment for the acquisition of the Easement by City, and Grantor hereby expressly and unconditionally waives any and all claims for damages, improvements, relocation assistance benefits, severance damages, interest, loss of goodwill, claims for inverse condemnation or unreasonable pre-condemnation conduct, or any other compensation or benefits, other than as already expressly provided for in this Agreement, it being understood that this is a complete and full settlement of all acquisition claims, liabilities, or benefits of any type or nature whatsoever relating to or in connection with the acquisition of the Easement.

5.2 This Agreement arose out of City's efforts to acquire the Easement through its municipal authority. The parties acknowledge and agree that the consideration paid to Grantor shall be deemed the fair market value and total amount of "just compensation" for the Easement. Grantor, on behalf of themselves and their respective heirs, executors, administrators, successors and assigns, hereby fully release City, its successors, agents, representatives, and assigns, and all other persons and associations, known or unknown, from all claims and causes of action by reason of any damage which has been sustained, or may be sustained, as a result of City's efforts to acquire the Easement, or to construct works of improvement thereon, or any preliminary steps thereto.

5.3 Grantor hereby acknowledges that they have or have had an opportunity to speak with an or have been advised by an attorney and is familiar with the provisions of California Civil Code section 1542, which provides as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

Grantor acknowledges that they may have sustained damage, loss, costs or expenses which are presently unknown and unsuspected, and such damage, loss, costs or expenses which may have been sustained, may give rise to additional damage, loss, costs or expenses in the future. Nevertheless, Grantor hereby acknowledges that this Agreement has been negotiated and agreed upon in light of that situation, and hereby expressly waive any and all rights which they may have under California Civil Code section 1542, or under any statute or common law or equitable principal of similar effect.

This acknowledgment and release shall survive Closing Date.

6.0 REMEDIES

If Grantor defaults under this Agreement, then City may, at City's option, terminate the transaction or initiate an action for specific performance of this Agreement, or pursue any other rights or remedies that City may have at law or in equity. If City defaults under this Agreement, then Grantor may, at Grantor's option, terminate the transaction or pursue any rights or remedies that Grantor may have at law or in equity.

7.0 MISCELLANEOUS

7.1 Notice. Any notice to be given or other document or documents to be delivered to either party by the other hereunder may be delivered in person or may be deposited in the United States Mail in the State of California, duly registered or certified, with postage prepaid, and addressed as follows:

Grantor: Riverside County Flood Control and Water
Conservation District
c/o Jason E. Uhley, Manager/Chief Engineer
1995 Market Street
Riverside, CA 92501

City: City of Riverside
Community Development Department
3900 Main Street, 3rd Floor
Riverside, CA 92522
(951) 826-5649 (phone)
(951) 826-5744 (fax)

Any notice or other documents sent by registered or certified mail as aforesaid shall be deemed to have been effectively served or delivered at the expiration of twenty-four (24) hours following the deposit of said notice or other documents in the United States mail.

7.2 Time of Essence. Time is of the essence with respect to each and every provision hereof.

7.3 Governing Law. All questions with respect to this Agreement, and the rights and liabilities of the parties hereto, shall be governed by the laws of the State of California.

7.4 Venue. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

7.5 Severability. If any provision of this Agreement, or its application to any party or circumstances, is determined to be invalid or unenforceable to any extent by a court of competent jurisdiction, then the remainder of this Agreement, and the application of such provision to persons or circumstances other than those to which said provision has been determined to be invalid or unenforceable, shall not be affected thereby and each provision thereof shall be valid and enforced to the fullest extent permitted by law.

7.6 Binding Effect. This Agreement shall inure to the benefit of, and shall be binding upon, the assigns, successors in interest, personal representatives, estates, heirs and legatees of each of the parties hereto.

7.7 Entire Agreement. This Agreement contains the entire Agreement of the parties hereto, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties hereto, relating to the subject matter contained in this Agreement which are not fully expressed herein.

7.8 Amendments. This Agreement may be amended or supplemented only by written documents signed by all parties.

7.9 Nondiscrimination. The parties shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex or sexual orientation, in connection with the performance of this Agreement. The parties further agree to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

7.10 Additional Documents. The parties hereto agree to execute any and all additional documents and instruments necessary to carry out the terms of this Agreement.

7.11 No Merger. All representations, warranties, acknowledgments, releases, covenants and obligations contained in this Agreement shall survive delivery and recordation of the Grant of Easement.

7.12 Ratification. This Agreement is subject to approval and ratification by the City Council of the City of Riverside.

7.13 Authorization to Sign. Grantor hereby represents and warrants to City that they are the sole owner of the referenced Property, and that they have the authority to enter into this Agreement.

7.14 Counterparts. This Agreement may be executed in two (2) or more identical counterparts, each of which shall be deemed to be an original and each of which shall be deemed to be one and the same instrument when each party signs each such counterpart.

(Signatures on Following Page)

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

EXECUTED on the date or dates set forth below. This Agreement shall be effective as of the date signed by all parties.

City:

CITY OF RIVERSIDE, a California charter city and municipal corporation

Grantor:

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a special district

By: _____
Community Development Director

DATED: _____

By: Marion Ashley

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

DATED: DEC 13 2016

ATTEST:

By: _____
City Clerk

RECOMMENDED FOR APPROVAL:

By: Jason E. Uhley
JASON E. UHLEY
General Manager-Chief Engineer

DATED: 11-23-16

CERTIFIED AS TO FUNDS AVAILABILITY:

By: _____
Finance Director

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

APPROVED AS TO FORM:

By: Kecia Harper-Ihem

By: _____
Chief Assistant City Attorney

APPROVED AS TO FORM:

GREGORY P. PRIAMOS
County Counsel

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

DATED: 11-29-16

(SEAL)

EXHIBIT "A"

Public Utility Easement
POR. A.P.N. 146-253-026

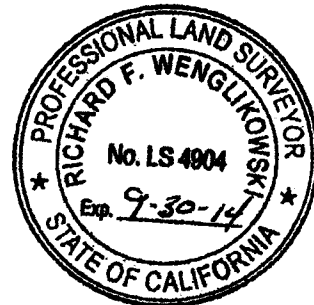
All that certain real property situated in the City of Riverside, County of Riverside, State of California, described as follows:

The Northerly 20.0 feet of those portions of Lots 9, 10 and 11 in Block 39 of La Sierra Gardens, as shown by Map on file in Book 11, pages 42 through 50, inclusive, in Maps, Records of said Riverside County, being the Northerly 20.00 feet of Parcels 1060-26, 1060-27 and 1060-28, of Record of Survey, on file in Book 35, Pages 16 through 18, inclusive, of Record of Surveys, Records of Riverside County, California.

Containing 0.03 Acres or 1,200 square feet, more or less.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

Richard F. Wenglikowski 9/10/13
Richard F. Wenglikowski, L.S. 4904 Date



DESCRIPTION APPROVAL:

BY: K. Stephens 11/5/2013 DATE
FOR: CURTIS C. STEPHENS, L.S. 7519
CITY SURVEYOR

Attachment "1"

When recorded mail to:

City Clerk's Office
City of Riverside
City Hall, 3900 Main Street
Riverside, California 92522

FREE RECORDING

This instrument is for the benefit of the City of Riverside and is entitled to be recorded without fee (Government Code §6103)

FOR RECORDER'S OFFICE USE ONLY

Project: Riverside Transmission Reliability Project
APN: 146-253-026 (Portion)
La Sierra Channel

RCFC Parcel 1060-27

D-

EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic, as Grantor, grants to the CITY OF RIVERSIDE, a California charter city and municipal corporation, as Grantee, its successors and assigns, a non-exclusive easement and right-of-way for the construction, reconstruction, maintenance, operation, inspection, repair, replacement, and removal of improvements for the *electric energy distribution and transmission facilities, and telecommunication facilities (hereinafter referred to as "systems")*, together with all necessary appurtenances, in, under, upon, over and along that certain real property situation in the City of Riverside, County of Riverside, State of California, as described in EXHIBIT "A" and depicted in EXHIBIT "B" attached hereto and incorporated herein by this reference. Grantor may continue to use the property as long as said use does not interfere or conflict with the easement granted herein.

Said aerial rights herein granted for the system shall have a minimum vertical clearance of 35.8 feet as shown in Exhibit "C" and any and all improvements, present and in the future shall not be placed below this point.

The rights herein granted shall be for the sole use of the Grantee, its successors and/or assigns, and no rights or interest shall be granted to any other 3rd party.

Date: _____

RIVERSIDE COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT

By: _____
MARION ASHLEY
Chairman
Board of Supervisors

ATTESTS:

KECIA HARPER-IHEM
Clerk of the Board of Supervisors

By: _____

DW:as
7/9/2015

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Riverside County Flood Control and Water Conservation District
APN 146-253-026 (Portion)

**CERTIFICATE OF ACCEPTANCE
(Government Code Section §21027)**

THIS IS TO CERTIFY that the interest in real property conveyed by the within instrument to the City of Riverside, a California charter city and municipal corporation, is hereby accepted by the undersigned officer on behalf of the City Council of said City pursuant to authority conferred by Resolution No. 21027 of said City Council adopted September 6, 2005 and the grantee consents to recordation thereof by its duly authorized officer.

DATED: _____

CITY OF RIVERSIDE

By: _____
David Welch
Real Property Services Manager

APPROVED AS TO FORM

By: _____
Supervising Deputy City Attorney

EXHIBIT "A"

Public Utility Easement
POR. A.P.N. 146-253-026

All that certain real property situated in the City of Riverside, County of Riverside, State of California, described as follows:

The Northerly 20.0 feet of those portions of Lots 9, 10 and 11 in Block 39 of La Sierra Gardens, as shown by Map on file in Book 11, pages 42 through 50, inclusive, in Maps, Records of said Riverside County, being the Northerly 20.00 feet of Parcels 1060-26, 1060-27 and 1060-28, of Record of Survey, on file in Book 35, Pages 16 through 18, inclusive, of Record of Surveys, Records of Riverside County, California.

Containing 0.03 Acres or 1,200 square feet, more or less.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

Richard F. Wenglikowski 9/10/13
Richard F. Wenglikowski, L.S. 4904 Date



DESCRIPTION APPROVAL:

BY: K. Stead 11/5/2013
DATE

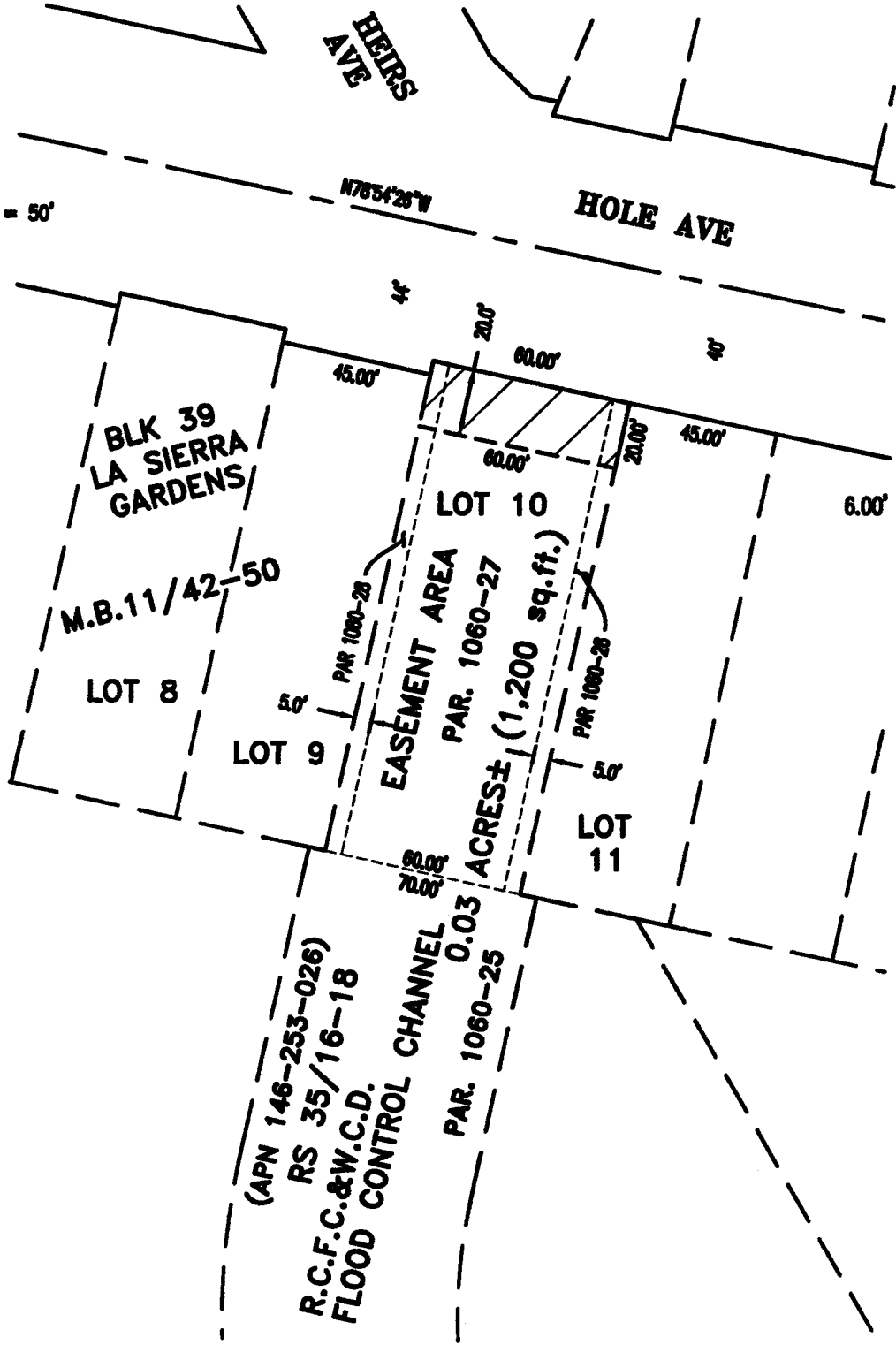
FOR: CURTIS C. STEPHENS, L.S. 7519
CITY SURVEYOR

EXHIBIT "B"

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.



SCALE: 1" = 50'



Richard F.
Wenglikowski PLS
Carey ID
208-720-5892

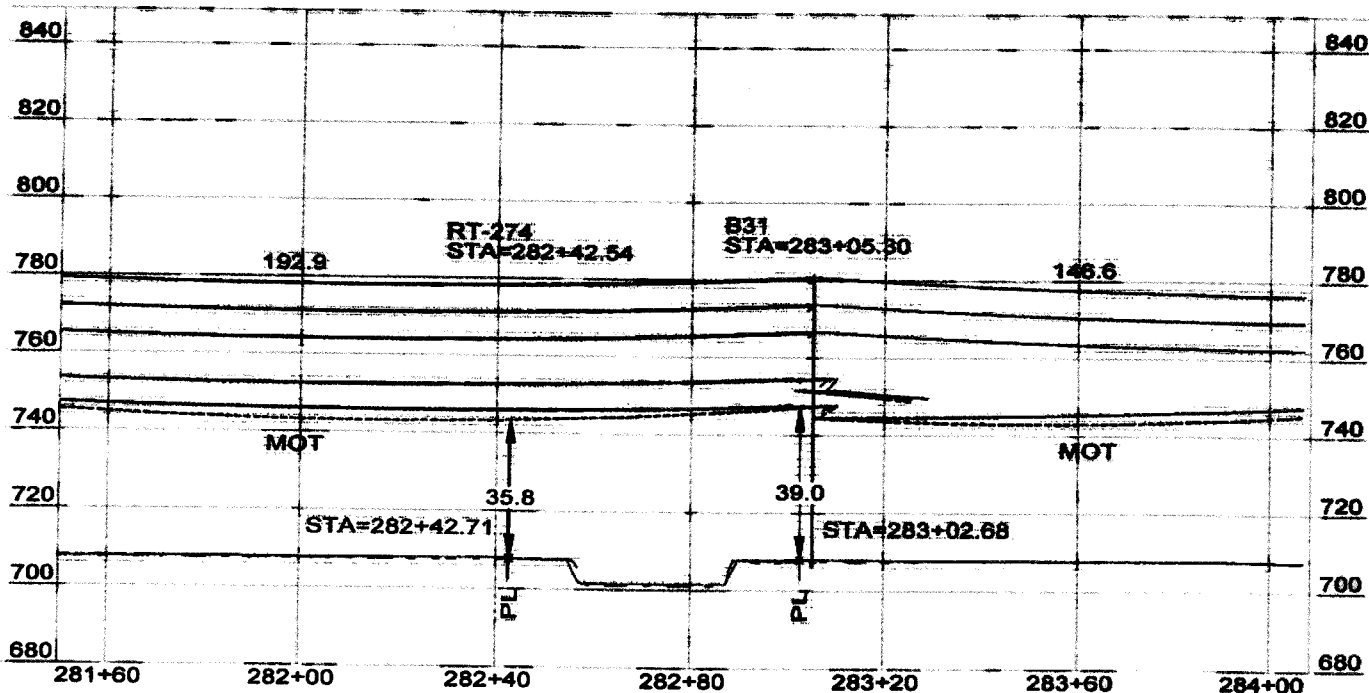
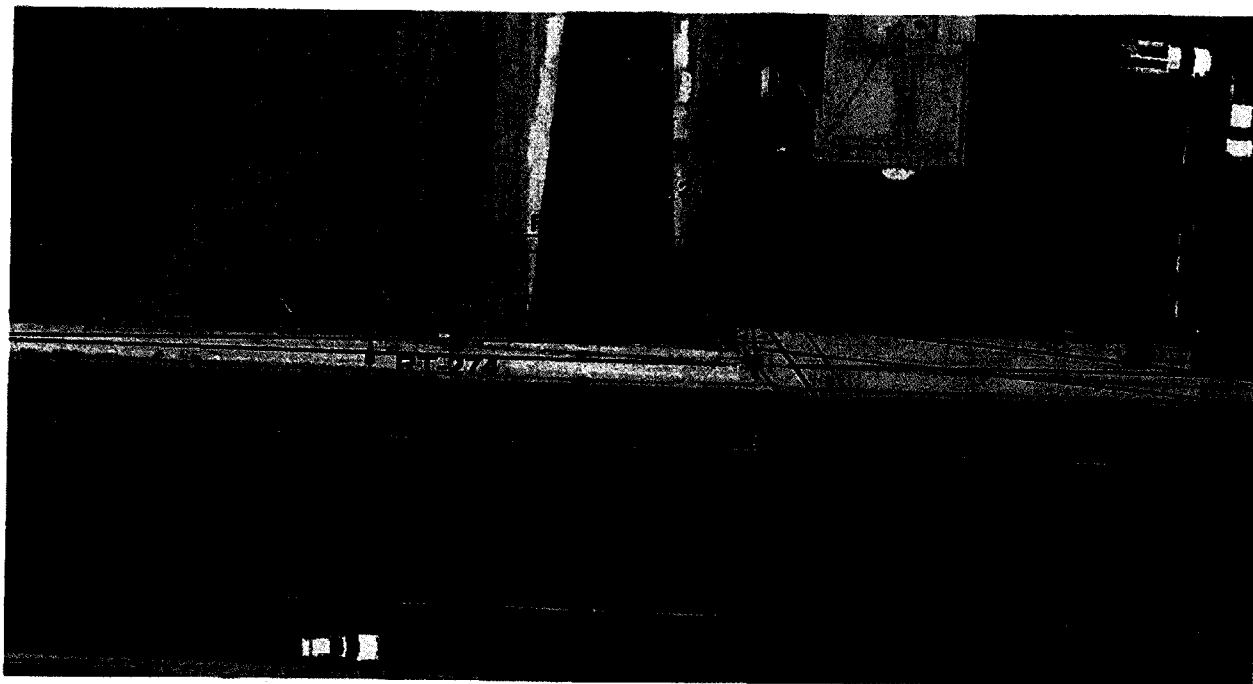
CITY OF RIVERSIDE PUBLIC UTILITY PUBLIC UTILITY EASEMENT

SHEET NO.
1 of 1

DATE
09/06/13

PROJECT: 69KV RTRP PROJECT

DRAWING NO.
CB-64S-14



CLEARANCE NOTES:

- (1) ALL DIMENSIONS SHOWN IN FEET.
- (2) MINIMUM APPROACH CLEARANCES FOR EQUIPMENT OPERATION ARE SUBJECT TO CAL/OSHA REQUIREMENTS OR AS OTHERWISE DETERMINED BY RCFC.
- (3) CONDUCTOR SAG IS DEPICTED FOR BOTH NORMAL ELECTRICAL OPERATING CONDITIONS (120°F) AND EMERGENCY CONDITIONS (MOT, 212°F) AT THE DESIGNED TENSION

**RTRP ID #105
STRUCTURE PLACEMENT
RCFC EASEMENT (APN 146-253-026)**

SCALE NTS	DRAWN D. JOINOL	CITY OF RIVERSIDE	
DATE 12/3/2014	CHECKED A. BANNER	DEPARTMENT OF PUBLIC UTILITIES	
JPA NO. N/A	APPROVED	E	DRAWING NO. XXXXXX-XX
MAP BK 64S-4	BOARD DATE XX/XX/2015		SHEET 1 OF 1
CASE NO. N/A	ACCT. XXXXXXXX-XXXXXX		