

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



ITEM: 11.6
(ID # 26475)

MEETING DATE:

Tuesday, December 03, 2024

FROM : FLOOD CONTROL DISTRICT

SUBJECT: FLOOD CONTROL DISTRICT: Adoption of Resolution No. F2024-26, Authorization to Convey an Easement Interest Within a Portion of District-Owned Real Property, Also Known as Assessor's Parcel Numbers 302-140-009 and 302-140-011, Also Referenced as RCFC Parcel Numbers 4010-21 and 4010-508, to the California Department of Water Resources by Easement Deed, Emergency Release Perris Valley Lift Station, Project No. 4-0-00820, CEQA Exempt per CEQA Guidelines Section 15305 and 15061(b)(3), District 1. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. **Find** that the conveyance of the easement interest ("Easement") as described in Resolution No. F2024-26 is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15305, "Minor Alterations in Land Use Limitations", and Section 15061(b)(3), the "Common Sense" exemption;
2. **Adopt** Resolution No. F2024-26, Authorization to Convey Easement Interest Within a Portion of District-owned Real Property, Also Known as Assessor's Parcel Numbers ("APN") 302-140-009 and 302-140-011, Also Referenced as RCFC Parcel Numbers 4010-21 and 4010-508, to the California Department of Water Resources by Easement Deed, Emergency Release Perris Valley Lift Station, Project No. 4-0-00820;
3. **Authorize** the Chair of the Riverside County Flood Control and Water Conservation District's ("District") Board of Supervisors ("Board") to execute the Right of Way Agreement ("Agreement") on behalf of the District;
4. **Authorize** the Chair of the District's Board to execute the Easement Deed in favor of the District; and
5. **Authorize** the General Manager-Chief Engineer or his designee to execute any other related documents and administer all actions necessary to complete this transaction.

ACTION:Policy


Jason Orley, GENERAL MGR-CHIEF FLD CNTRL ENG 11/14/2024

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: December 3, 2024
xc: Flood

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment:	No
			For Fiscal Year:	24/25

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The District owns fee title in real property located in the County of Riverside, identified as APNs 302-140-009 and 302-140-011 ("Property"), portions of which are referenced as RCFC Parcel Nos. 4010-21 and 4010-508.

The California Department of Water Resources ("DWR") is modernizing California State Water Project facilities, including Perris Dam. Lake Perris is the terminal storage facility for the State Water Project. DWR will design and construct the Perris Emergency Release Facility ("ERF") Project ("Project"), which will be constructed along and slightly north of Ramona Expressway. The Project is a part of DWR's Perris Dam Remediation Program, which would safely direct the flow of stored water in an emergency requiring the rapid lowering of the reservoir to enhance public safety and to update infrastructure. The ERF will require DWR to facilitate the release of water into the District's existing Perris Valley Channel.

DWR has requested to purchase an Easement in the amount of \$94,900 (Ninety-Four Thousand Nine Hundred Dollars) as indicated in the Right of Way Agreement. The District has agreed to grant an Easement from portions of the Property to DWR consisting of approximately 49,471 square feet (1.14 acres) for access and construction purposes, hereinafter described in Exhibits "A" and "B". On August 27, 2024, the District's Board approved Minute Order 11.3 adopting Resolution No. F2024-20, providing its notice of intent to convey the Easement to DWR.

Pursuant to the California Water Code Appendix, Chapter 48, Section 9, the District's Board has the power to convey an interest in real property which it owns when necessary, or convenient to the full exercise of its powers. District staff has evaluated and determined that the conveyance of the Easement to DWR will not interfere with the use of the Property by the District as is necessary or convenient to the full exercise of District powers.

Pursuant to the California Water Code Appendix, Chapter 48, Section 13, the District's Board may determine that any real property held by the District is no longer necessary to be retained for the uses and purposes thereof and may thereafter sell or otherwise dispose of said property or lease the same.

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

Therefore, the District staff is recommending the adoption of Resolution No. F2024-26 to authorize the conveyance of the Easement to DWR.

Environmental Findings

Pursuant to the CEQA Statutes and Guidelines Section 15305, the "Minor Alterations in Land Use Limitations" exemption allows for minor alterations in land use limitations in areas that do not result in any changes in land use or density, including, but not limited to, issuance of minor encroachment permits. Additionally, the conveyance of an Easement is also exempt from CEQA pursuant to Section 15061(b)(3), the "Common Sense" exemption, which provides, "The activity is covered by the common-sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment." The District's conveyance of an Easement would not authorize any other activity that would have potential to result in a significant effect on the environment. Accordingly, because it can be seen with certainty that there is no possibility that the authorization to convey an Easement and fee simple interest to the County may have a significant effect on the environment, Section 15061(b)(3) of the CEQA Statute and Guidelines also applies.

Resolution No. F2024-26, the Right of Way Agreement, and the Easement Deed have been approved as to form by County Counsel.

Impact on Residents and Businesses

None.

Financial Information

All costs shall be borne by the DWR.

ATTACHMENTS:

1. Resolution No. F2024-26
2. Right of Way Agreement
3. Easement Deed
4. Vicinity Map

P8/259471

TH:rlp

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


Douglas Cordonez Jr. 11/24/2024


Aaron Gettis, Chief of Deputy County Counsel 11/19/2024

BOARD OF SUPERVISORS

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

RESOLUTION NO. F2024-26

AUTHORIZATION TO CONVEY AN EASEMENT INTEREST WITHIN A PORTION OF DISTRICT-OWNED REAL PROPERTY, ALSO KNOWN AS ASSESSOR'S PARCEL NUMBERS 302-140-009 AND 302-140-011, ALSO REFERENCED AS RCFC PARCEL NUMBERS 4010-21 AND 4010-508, TO THE CALIFORNIA DEPARTMENT OF WATER RESOURCES BY EASEMENT DEED, EMERGENCY RELEASE PERRIS VALLEY LIFT STATION, PROJECT NO. 4-0-00820.

WHEREAS, the Riverside County Flood Control and Water Conservation District, a body corporate and politic ("District"), owns fee title in real property located in the County of Riverside, identified as Assessor's Parcel Numbers ("APN") 302-140-009 and 302-140-011 ("Property"), portions of which are referenced as RCFC Parcel Nos. 4010-21 and 4010-508; and

WHEREAS, the California Department of Water Resources ("DWR") is modernizing California State Water Project facilities, including Perris Dam, as Lake Perris is the terminal storage facility for the State Water Project; and

WHEREAS, DWR will design and construct the Perris Emergency Release Facility Project ("Project"), which will be constructed along and slightly north of Ramona Expressway. The Project is part of DWR's Perris Dam Remediation Program which would safely direct the flow of stored water in an emergency requiring the rapid lowering of the reservoir to enhance public safety and to update infrastructure. The emergency release will require DWR to facilitate the release of water into the District's existing Perris Valley Channel; and

WHEREAS, DWR has requested to purchase an Easement in the amount of \$94,900 (Ninety-Four Thousand Nine Hundred Dollars) as indicated in the Right of Way Agreement and the District has agreed to grant an Easement from portions of APNs 302-140-009 and 302-140-011, referenced as RCFC Parcel Numbers 4010-21 and 4010-508, to DWR consisting of approximately 49,471 square feet (1.14 acres) for access and construction purposes hereinafter described in Exhibits "A" and "B"; and

FORM APPROVED COUNTY COUNSEL
BY  RYAND YABKO
DATE 11/19/24

1 **WHEREAS**, on August 27, 2024, the District's Board of Supervisors ("Board") approved
2 Minute Order 11.3, adopting Resolution No. F2024-20, providing its notice of intent to convey the
3 Easement to DWR; and

4 **WHEREAS**, Pursuant to the California Water Code Appendix, Chapter 48, Section 9, the
5 District's Board has the power to convey an interest in real property which it owns when necessary,
6 or convenient to the full exercise of its powers. District staff has evaluated and determined that
7 the conveyance of the Easement to DWR will not interfere with the use of the Property by the
8 District as is necessary or convenient to the full exercise of District powers; and

9 **WHEREAS**, pursuant to the California Water Code Appendix, Chapter 48, Section 13, the
10 District's Board may determine that any real property held by the District is no longer necessary
11 to be retained for the uses and purposes thereof and may thereafter sell or otherwise dispose of
12 said property or lease the same; and

13 **WHEREAS**, pursuant to the California Environmental Quality Agency ("CEQA") Statutes
14 and Guidelines Section 15305 the "Minor Alterations in Land Use Limitations" exemption allows
15 for minor alterations in land use limitations in areas which do not result in any changes in land use
16 or density, including, but not limited to, issuance of minor encroachment permits. Additionally,
17 the conveyance of the Easement is also exempt from CEQA pursuant to the Section 15061(b)(3),
18 the "Common Sense" exemption, which provides, "The activity is covered by the common-sense
19 exemption that CEQA applies only to projects which have the potential for causing a significant
20 effect on the environment." The District's conveyance of the Easement would not authorize any
21 other activity that would have potential to result in a significant effect on the environment.
22 Accordingly, because it can be seen with certainty that there is no possibility that the authorization
23 to convey the Easement to DWR may have a significant effect on the environment, Section
24 15061(b)(3) of the CEQA Statute and Guidelines also applies.

25 **NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED** that
26 District staff in regular session on December 3, 2024 at 9:30 a.m. or soon thereafter, in the meeting
27 room of the District's Board, located on the 1st Floor of the County Administrative Center, 4080
28 Lemon Street, Riverside, California, that this Board has evaluated and determined that the

1 conveyance of the Easement to DWR will not interfere with the use of Property for the intended
2 purposes of the District.

3 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the District's
4 Board authorizes the conveyance of the Easement to DWR, as legally described in Exhibit "A"
5 and legally depicted in Exhibit "B" attached hereto and incorporated herein, and approves the Right
6 of Way Agreement.

7 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Chair of
8 the District's Board is authorized to execute the Right of Way Agreement and Easement Deed on
9 behalf of the District.

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

13
14
15

16 ROLL CALL:

17 Ayes: Jeffries, Washington, Spiegel, Perez, and Gutierrez

18 Nays: None

19 Absent: None

20

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

22

23 KIMBERLY A. RECTOR, Clerk of said Board

24

25 By:  _____
Deputy

26

27

28

Exhibit "A"

3-6012

All that real property being a portion of Section 5, Township 4 South, Range 3 West, S.B.M., City of Perris, County of Riverside, State of California, being a portion of LOT 25 as said lot is shown on the map entitled LOS ANGELES VINEYARD ASSOCIATION TRACT 1 filed in Book 10, page 99, of Maps, Official Records of said County also being portions of the land described and designated Parcel 5 in the RESOLUTION and GRANT DEED recorded April 8, 1955 in Book 1720 of Official Records, Pages 225-227, and the parcel of land described under Exhibit "A" in the GRANT DEED recorded on May 24, 2017 as DOC # 2017-0208311, Official Records of said County, described as follows:

UNIT A

COMMENCING at the southeast corner of said Section 5, a 3/4 inch iron pipe with Riverside County Flood Control & Water Conservation District (RCFC & WCD) brass tag, as said iron pipe is shown on Corner Record filed October 3, 2012 as Document Number 12-0769, Official Records of said county, thence along the east line of said Section 5 North 00° 26' 20" East 230.00 feet more or less to the northwesterly corner of the parcel of land described and designated DWR Parcel No. 3-2339 in the GRANT DEED recorded July 14, 1970 as Instrument Number 67199, Official Records of said County;

thence leaving last said east line and along the northerly line of said Parcel No. 3-2339 and the northerly line of the parcel of land described and designated DWR Parcel No. 3-2342 in the GRANT DEED recorded November 18, 1969 as Instrument Number 118288, Official Records of said County North 89° 30' 11" West 1166.98 feet to the point of beginning;

THENCE FROM SAID POINT OF BEGINNING and continuing along last said northerly line and the southerly line of the parcel of land described in said deed recorded May 24, 2017, North 89° 30' 11" West 65.19 feet to the northwest corner of said DWR Parcel No. 3-2342 and the southwesterly corner of said deed recorded May 24, 2017 and the easterly line of the RCFC & WCD Perris Valley Storm Channel as said channel is shown on the RECORD OF SURVEY filed December 23, 2008 in Book 129 of RECORDS OF SURVEY; pages 85-93, Official Records of said County;

thence leaving last said northerly and said southerly lines and along the westerly line of said DWR Parcel No. 3-2342 and the easterly line of said Storm Channel South 00° 35' 48" West 212.92 feet;

thence leaving last said westerly and easterly lines along the following seven (7) courses:

- 1) North 88° 59' 08" West 2.56 feet;
- 2) North 79° 32' 28" West 22.58 feet;

MAY 09 2024

- 3) North 88° 01' 06" West 160.99 feet;
- 4) North 00° 24' 07" East 228.61 feet;
- 5) South 89° 26' 24" East 169.49 feet;
- 6) North 10° 42' 43" East 95.91 feet to the westerly line of said deed recorded May 24, 2017; and
- 7) Leaving last said westerly line and along a line parallel with and lying northerly 118.00 feet of the northerly line of said DWR Parcel No. 3-2342 South 89° 30' 11" East 28.54 feet to the easterly line of said deed recorded May 24, 2017;

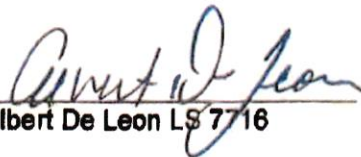
thence leaving last said parallel line and along last said easterly line the following three (3) courses:

- 1) South 09° 46' 38" West 51.07 feet;
- 2) South 89° 24' 09" East 45.00 feet; and
- 3) South 00° 35' 21" West 67.52 feet to the point of beginning..

Containing 1.14 acres or 49471 square feet, more or less.

Bearings and distances used in the above description are based on the California Coordinate System, CCS83 (2010.00), Zone 6. The average combined scale factor is 0.99992960281.

As depicted on Exhibit "B" attached hereto and made a part hereof.

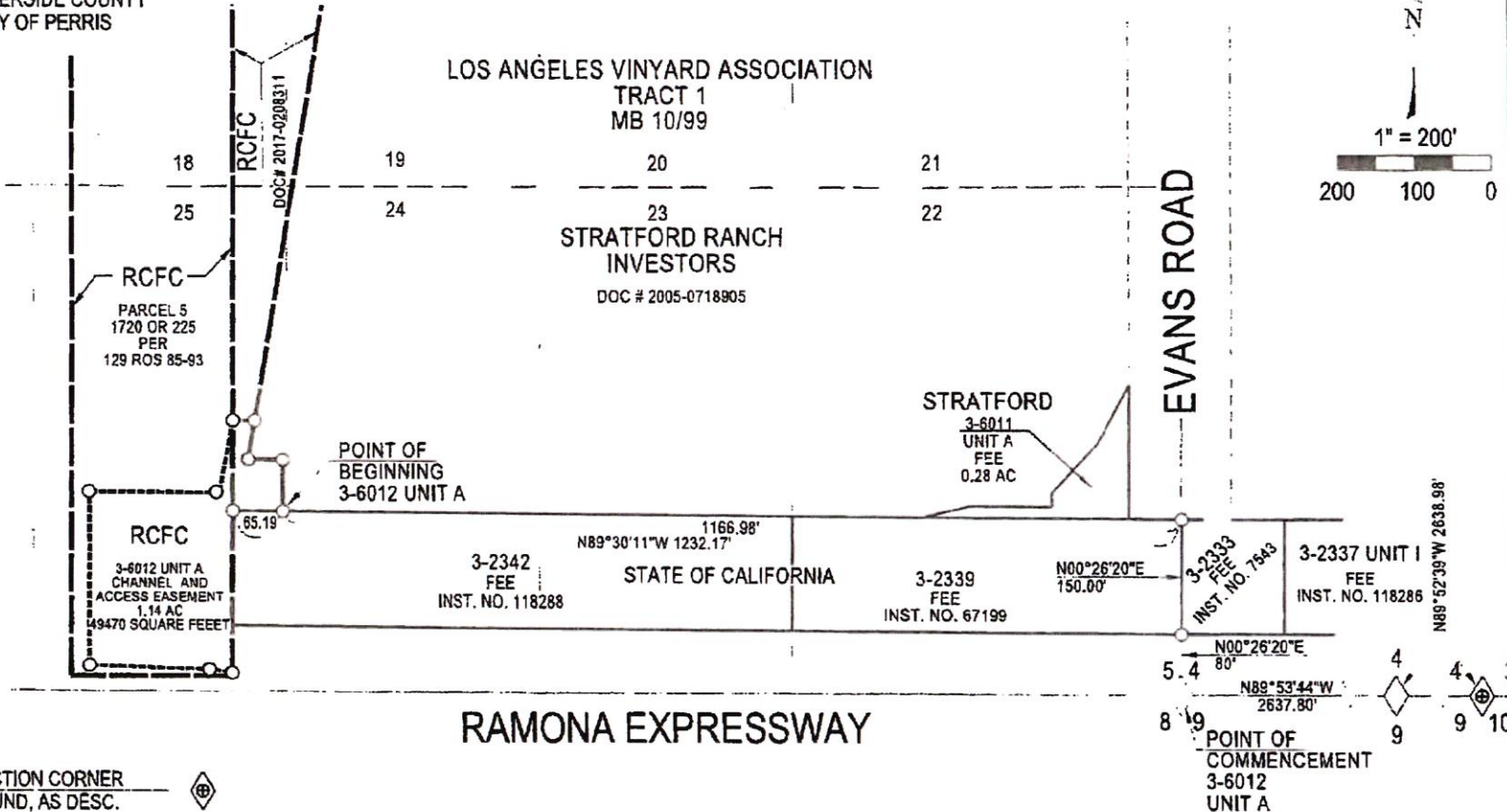

Albert De Leon LS 7716




May 9, 2024



MAY 09 2024

SAN JACINTO NUEVO Y POTRERO
 (SECTION 5)
 (T. 4 S., R. 3 W., S.B.M.)
 RIVERSIDE COUNTY
 CITY OF PERRIS




SECTION CORNER FOUND, AS DESC. 
 SECTION CORNER - COMPUTED 
 DIMENSION POINT 

DATE: MAY 2024
 PAGE: SHEET 1 OF 2

SANTA ANNA DIVISION
EXHIBIT "B"
 PERRIS RESERVOIR

STATE OF CALIFORNIA
 THE NATURAL RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES
 DIVISION OF ENGINEERING - GEODETIC BRANCH

COORDINATES, BEARINGS AND DISTANCES ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM 1983 (2010.00) ZONE 6 US SURVEY FEET, DISTANCES SHOWN HEREON ARE GRID, THE AVERAGE COMBINED SCALE FACTOR IS 0.99992960281.
 GEO-2018-0022
 De Leon

MAY 19 2024 

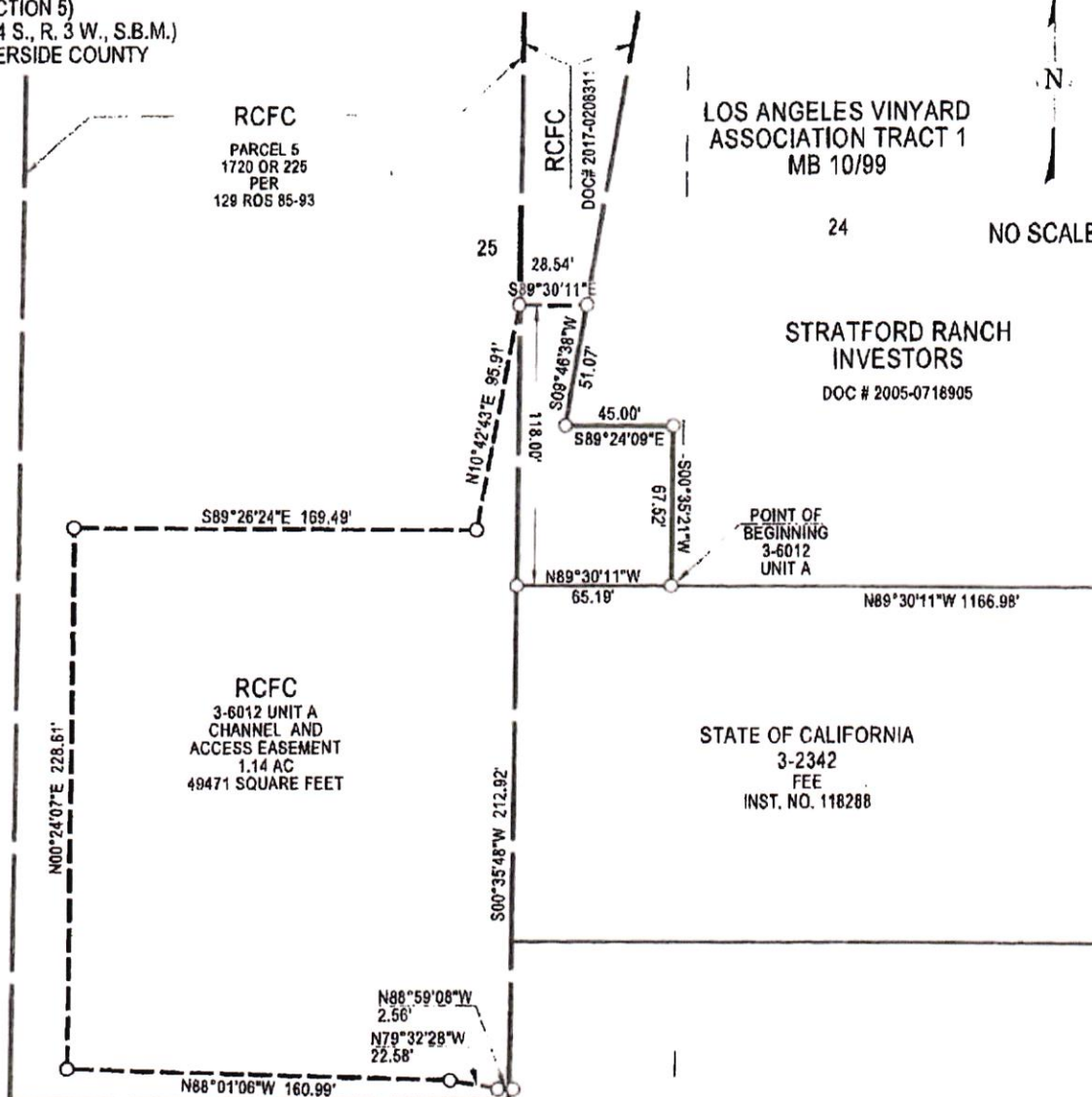
SAN JACINTO NUEVO Y POTRERO
(SECTION 5)
(T. 4 S., R. 3 W., S.B.M.)
RIVERSIDE COUNTY

RCFC
PARCEL 5
1720 OR 225
PER
129 ROS 85-93

LOS ANGELES VINYARD
ASSOCIATION TRACT 1
MB 10/99

24 NO SCALE

STRATFORD RANCH
INVESTORS
DOC # 2005-0718905



RAMONA EXPRESSWAY

COORDINATES, BEARINGS AND DISTANCES ARE
BASED ON THE CALIFORNIA COORDINATE SYSTEM
1983 (2010.00) ZONE 6 US SURVEY FEET, DISTANCES
SHOWN HEREON ARE GRID, THE AVERAGE
COMBINED SCALE FACTOR IS 0.99992860281.

DIMENSION
POINT

GEO-2018-0022 De Leon

DATE:
MAY 2024

PAGE:
SHEET 2 OF 2

SANTA ANNA DIVISION
EXHIBIT "B"
PERRIS RESERVOIR

STATE OF CALIFORNIA
THE NATURAL RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES
DIVISION OF ENGINEERING - GEODETIC BRANCH

MAY 09 2024

State of California

DEPARTMENT OF WATER RESOURCES

Grantor: Riverside County Flood Control and Water Conservation District

Project: Perris Dam Emergency Release Facility

Parcel No.: 3-6012 Unit A

RIGHT OF WAY CONTRACT

This Right of Way Contract ("Contract") dated as of Dec 3, 2024 is made by and between the Department of Water Resources ("DWR"), a public agency of the State of California, ("STATE") and Riverside County Flood Control and Water Conservation District, a body corporate and politic ("GRANTOR" or "DISTRICT"). The Effective Date of this Contract shall be the date as signed by Angelica Aguilar, Manager, Real Estate Branch for the State.

In consideration of the mutual covenants and agreements herein contained, this Contract is subject to the conditions set forth below and is made with reference to the following facts:

1. a. DISTRICT is the owner of fee title of that certain real property generally located north of Ramona Expressway, City of Perris, Riverside County, known as Riverside County Assessor's Parcel Numbers: 302-140-009 and 302-140-011, consisting of approximately 1.18± acres of land, together with all improvements and fixtures thereon (the "Property").
- b. STATE desires to purchase from DISTRICT and DISTRICT desires to sell to STATE a permanent access easement ("the Easement"), via Document No. 3-6012 Unit A (the Easement Deed"), covering a portion of the Property, known to the STATE as DWR Parcel No. 3-6012 Unit A and more particularly described in the Easement Deed, which shall be executed and delivered to Sunil Jethi, Right of Way Agent for the STATE.
- c. STATE requires the Easement for the purposes of channel and access easement, a public use for which STATE may exercise the power of eminent domain. The DISTRICT is compelled to sell, and STATE is compelled to acquire the Easement.
- d. Both DISTRICT and STATE recognize the expense, time, effort, and risk to both the DISTRICT and STATE in determining the compensation for the Easement by eminent domain litigation, and the compensation set forth herein for the Easement is in compromise and settlement in lieu of such litigation.
- e. The parties have herein set forth the whole of their agreement. The performance of this Contract constitutes the entire consideration for the Easement and shall relieve STATE of all further obligation or claims on this account, or on account of the location, grade, or construction of the proposed public improvement.

2. STATE shall:

- a. Pay the sum of **Ninety Four Thousand Nine Hundred Dollars (\$94,900)** for the Easement to the following title company: First American Title Company for the account of the DISTRICT, Escrow No. (54075826155), conditioned upon the Easement vesting in the STATE free and clear of all liens, leases, encumbrances, easements (recorded and/or unrecorded), assessments, and taxes, except:
 - (1) Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.
 - (2) Covenants, conditions, restrictions and reservations of record, or contained in the above-referenced document.
 - (3) Easements or rights of way over said land for private, public, or quasi-public utility or public purposes that are within the Easement area, if any.

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- b. Pay all expenses incidental to and necessarily incurred for the conveyance of the Easement to the STATE, including but not limited to recording fees, title insurance charges, reconveyance fees, trustee's fees, forwarding fees, and prepayment penalties.
 - c. Have the authority to deduct and pay from the amount shown in paragraph 2.a. above, any or all monies payable under this Contract to discharge any obligations which are liens upon the Easement, including but not limited to those arising from judgments, assessments, delinquent taxes for other than the tax year referred to in paragraph 2.a.(1), or debts secured by deeds of trust or mortgages, except those items listed in paragraph 2.a. hereof, and/or to defray any other incidental costs other than those specified in paragraph 2.b. hereof to be borne by the STATE.
3. Pursuant to Section 1263.025 of the Civil Code of Procedure, DISTRICT is entitled to obtain an independent appraisal and to be reimbursed for the actual reasonable cost of the appraisal up to \$5,000 if certain conditions are met. For further information on the requirements for reimbursement, the DISTRICT may contact Sunil Jethi, Right of Way Agent for the STATE.
 4. Title to the Easement shall pass immediately upon close of escrow. The issuance of any escrow instructions shall be the sole responsibility of STATE.
 5. DISTRICT warrants that there are no oral or written leases on all or any portion of the Property exceeding a period of one (1) month, and GRANTOR further agrees to protect, defend, indemnify, and hold harmless STATE and reimburse STATE for any and all of its losses and expenses occasioned by reason of any lease of the Property held by any tenant of GRANTOR for a period exceeding one month, except as may be otherwise provided herein.
 6. The undersigned GRANTOR hereby agrees and consents to the dismissal of any eminent domain action in the Superior Court wherein the herein described land is included and also waives any and all claims to any money that may now be on deposit in said action.
 7. To the best of GRANTOR's knowledge and after reasonable inquiry, GRANTOR represents and warrants the following:

During the DISTRICT's ownership of the Property, there have been no disposals, releases, or threatened releases of hazardous substances on, from, or under the Property. the DISTRICT further represents and warrants that the DISTRICT has no knowledge of disposal, release, or threatened release of hazardous substances on, from, or under the Property which may have occurred prior to the DISTRICT taking title to the Property.

There is no pending claim, lawsuit, agency proceeding, or any administrative challenge concerning the presence or use of hazardous substances on the Property.

DISTRICT has not used the Property for any industrial operations that use hazardous substances. GRANTOR is not aware of any such prior use of the Property.

DISTRICT has not installed any underground storage tanks, aboveground storage tanks, barrels, sumps, impoundments, or other containers used to contain hazardous substances on any part of the Property. DISTRICT is not aware of any such prior installations.

For the purposes of this paragraph, the term "hazardous substances" shall mean any substance which at any time shall be listed as "hazardous" or "toxic" in the regulations implementing the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) (42 USC §6901, et seq.), or other federal or State law, or any other substance, chemical, material, or waste product whose presence, nature, or quality is potentially injurious to the public health, safety, welfare, the environment, or the Property. The term "reasonable inquiry" shall mean a thorough examination of the Property and all records of the Property, and any examination that

GRANTOR was legally obligated to conduct as a result of any judicial or administrative order, or federal or State law.

The acquisition price of the Easement being acquired reflects the fair market value of the Property without the presence of hazardous substances. If the Property is found to be contaminated by a hazardous substance which may require remediation under federal or State law, STATE may elect to recover its clean-up costs from those who caused or contributed to the contamination.

8. This Contract may be modified, changed, or rescinded only by an instrument in writing executed by the parties hereto.
9. Each party agrees to execute and deliver additional documents and instruments and to take any additional actions as may be reasonably required to carry out their respective obligations under this Contract.
10. This Contract shall be construed and interpreted under and governed and enforced according to the laws of the State of California. Venue for any proceeding related to this Agreement shall be in the County of Riverside.
11. This Contract may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.
12. PHASE I – ENVIRONMENTAL Site ASSESSMENT REPORT: STATE's obligation to consummate the purchase of the Easement is subject to the completion and approval by the STATE (which completion will not be unreasonably delayed and approval will not be unreasonably withheld) of a Phase I – Environmental Site Assessment Report which concludes that the assessment has revealed no evidence of any recognized adverse environmental conditions, including but not limited to the presence of hazardous material in connection with the Property. STATE may, at its own discretion, waive this condition in writing.

The foregoing representations and warranties shall survive the close of escrow and shall remain in full force and effect for the duration of the Easement and shall accrue for the benefit of STATE and its successors and assigns.

This Contract is subject to the approval of the State of California Department of General Services.

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN SHALL BE RECOGNIZED.

IN WITNESS WHEREOF, the parties have executed this contract.

GRANTOR: Riverside County Flood Control and Water Conservation District, a body corporate and politic

Karen S. Spiegel
Karen Spiegel, Chair Board of Supervisors
Riverside County Flood Control & Water Conservation District

Date: 12/03/2024

ATTEST:
KIMBERLY A. RECTOR, Clerk

By [Signature]
DEPUTY

FORM APPROVED COUNTY COUNSEL
BY [Signature] 11/19/24
RYAN D YABKO DATE

DEPARTMENT OF WATER RESOURCES
of the State of California

APPROVAL RECOMMENDED:

APPROVED:

Sunil Jethi Date
Right of Way Agent

Angelica Aguilar, Manager
Real Estate Branch

David P. Smith Date
Senior Right of Way Agent

Date: _____

Linus A. Paulus Date
Acquisition and Appraisal Section

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258454

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

NO FEE (GOV. CODE 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Lake Perris ER Facility
Project No. 4-0-00010
APN 302-140-009, 011
DWR Parcel No. 3-6012 Unit A

The undersigned grantor(s) declare(s)
DDT: - 0 - THE CONVEYANCE IS TO A GOVERNMENTAL
ENTITY OR POLITICAL SUBDIVISION R&T 11922

EASEMENT DEED

This Easement Agreement (this "Agreement") is made and entered into as of December 3 2024, (the "Effective Date") by and between RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic ("Grantor"), and the STATE OF CALIFORNIA, DEPARTMENT OF WATER RESOURCES, a state agency ("Grantee"). The Grantor and Grantee are hereinafter at times collectively referred to as the "Parties" and individually as a "Party".

RECITALS

- A. Grantor is the owner of certain real property located in the City of Perris, County of Riverside, State of California, identified as Assessor's Parcel Numbers 302-140-009, 011, and more particularly described in Exhibit "A", attached hereto and incorporated herein by reference (the "Servient Tenement").
- B. Grantee is the owner of certain real property in the City of Perris, County of Riverside, State of California, identified as Assessor's Parcel Numbers 302-140-010, 302-210-012 as more particularly described in Exhibit "B", attached hereto and incorporated herein by reference (the "Dominant Tenement").
- C. Grantee is modernizing California State Water Project facilities, including Perris Dam. Lake Perris is the terminal storage facility for the State Water Project. The Emergency Release Facility ("ERF") would safely direct the flow of stored water in an emergency requiring the rapid lowering of the reservoir to enhance public safety.
- D. ERF will require Grantee to conduct work on the Servient Tenement to facilitate the release of water into Grantor's existing Perris Valley Channel.
- E. ERF will benefit Grantor by fulfilling the Line U requirements of the County of Riverside's Perris Valley Master Drainage Plan ("Master Drainage Plan"). The Master Drainage Plan addresses the

DEC 03 2024 11.6

current and future drainage needs, including 100-year flood protection, for the community.

- F. Grantor has agreed to grant to Grantee an easement over the Servient Tenement for such purposes, upon the terms and conditions set forth in this Agreement.
- G. Now, therefore, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Grant of Easement.

Grantor hereby grants to Grantee an easement (the "Easement") over, under, within, and through the Servient Tenement (including land and any improvements) and as more particularly described and depicted in Exhibit "C" attached hereto and incorporated herein by this reference (the "Easement Area"), to use as set forth in Section 2 of this Agreement, subject to all matters and encumbrances of record affecting the Servient Tenement, on the terms and conditions set forth in this Agreement.

2. Use of Easement.

Pursuant to this Agreement Grantee may use the Easement Area for the following purposes:

- a) Vehicular and pedestrian ingress and egress by Grantee, its successors, assigns, agents, employees, and contractors;
- b) Removal of any or all natural or artificial obstructions, improvements, trees, and vegetation deemed necessary, convenient, desirable, or advisable for the construction, operation, and repair of the ERF; and/or
- c) Placement, deposit, excavation, and/or removal of any and all earth, soil sediment, rock, debris, or other material for the construction, operation, and repair of the ERF.

Grantee is prohibited from planting vegetation within the Servient Tenement except for erosion control seeding outside of the Perris Valley Channel. Grantee is prohibited from using the easement for habitat or mitigation projects. Per Section 7, rock slope maintenance of the Easement Area is solely the Grantor's obligation except for the procurement of rock which is Grantee's obligation.

In making any excavation on the Servient Tenement, 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 shown on the as-built plans.

Grantor shall refrain from any use of the Servient Tenement that is inconsistent with or would unreasonably interfere in any way with Grantee's use of the Easement Area as set forth above. In the event Grantor's use would be inconsistent or unreasonably interfere with Grantee's use of the Easement Area, Grantor and Grantee shall coordinate in good faith to accomplish such use as long as Grantee's flow capacity is not impaired.

Grantee may occupy or travel on, though, or over the Servient Tenement when necessary to repair the Easement Area following any damage or destruction thereto from any cause whatsoever, irrespective of whether such repair is required hereunder or to be performed in Grantee's discretion. This does not change the maintenance responsibilities pursuant to Section 7, but rather provides Grantee with the ability to repair if Grantor fails to maintain the Easement Area. Any work by Grantee, including its successors, assigns, agents, employees, and contractors, shall be performed only after giving written notice to Grantor setting forth the proposed changes in detail unless it is an emergency repair as determined by Grantee. Such notice is to be given to the Grantor at

least thirty (30) calendar days prior to commencement of such work.

Subject to the foregoing, Grantor may use the Servient Tenement in any way that is not inconsistent with the provisions of this Agreement or will in any way interfere with Grantee's use of the Easement Area as set forth herein.

3. Character of Easement.

The Easement is nonexclusive and appurtenant to the Dominant Tenement and includes the right of Grantee to use the Easement Area as set forth in Section 2 hereof and elsewhere herein, which use will not be disturbed, interrupted or impeded in any manner.

4. Term.

From and after the Effective Date, the Easement will be an easement in perpetuity, encumbering the Servient Tenement and appurtenant to the Dominant Tenement, for the benefit of Grantee and the successors and assigns to the Dominant Tenement. The terms and provisions of this Agreement shall be binding in perpetuity upon the Parties during all times they hold title to Dominant or Servient Tenement, as the case may be, and thereafter upon any conveyance of the Dominant Tenement or the Servient Tenement, the successors and assigns to the Dominant Tenement and the Servient Tenement.

5. Consideration.

In consideration of this Agreement, Grantee shall pay to Grantor the sum of \$94,900.

6. Authority.

The individual(s) executing this Agreement certify(ies) that they have the authority with their respective organization(s) to enter into and execute this Agreement and have been authorized to do so by all boards of directors, legal counsel, and/or any other board, committee, or other entity within their respective organization(s) which have the authority to authorize or deny entering into this Agreement.

7. Maintenance.

After the ERF is constructed, Grantor is responsible to maintain the Easement Area in good working order. Grantee shall be responsible to purchase additional rock slope protection, if needed, and Grantor shall install the additional rock slope protection.

8. Indemnity.

Grantee agrees to and shall indemnify, and hold harmless Grantor, and their agents, officers, representatives, employees, successors and assigns from and against any and all costs, expenses, losses, damages, causes of action, liabilities or claims (including attorneys' fees) caused by any act, omission, or negligence of Grantee or its agents, employees, contractors, subcontractors, or invitees in the performance of Grantee's responsibilities under this Agreement, except costs, expenses, losses, damages, causes of action, liabilities or claims (including attorneys' fees) arising out of the intentional wrongdoing or gross negligence of Grantor. Grantee shall give Grantor notice of any suit or proceeding possibly entitling Grantor to indemnification pursuant to this paragraph and Grantee shall pay the attorney fees and other defense costs of Grantor in such suit or proceeding with counsel reasonably acceptable to Grantor.

Grantor agrees to and shall indemnify, and hold harmless Grantee, and their agents, officers, representatives, employees, successors and assigns from and against any and all costs, expenses, losses, damages, causes of

action, liabilities or claims (including attorneys' fees) caused by any act, omission, or negligence of Grantor or its agents, employees, contractors, subcontractors, or invitees in the performance of Grantor's responsibilities under this Agreement, except costs, expenses, losses, damages, causes of action, liabilities or claims (including attorneys' fees) arising out of the intentional wrongdoing or gross negligence of Grantee. Grantor shall give Grantee notice of any suit or proceeding possibly entitling Grantee to indemnification pursuant to this paragraph and Grantor shall pay the attorney fees and other defense costs of Grantee in such suit or proceeding with counsel reasonably acceptable to Grantee.

9. Notices.

All notices given pursuant to this Agreement must be in writing and by electronic mail delivered to the addresses set forth below, promptly followed by personal delivery, next-day U.S. Mail or a nationally-recognized overnight express delivery service, such as Federal Express, with postage or delivery charge prepaid, and addressed to the person and address designated below. All notices shall be effective upon receipt.

If to Grantor:
Riverside County Flood Control and Water Conservation District
1995 Market Street
Riverside, CA 92501
Attn: Helio Takano, Chief of Operations

If to Grantee:
Department of Water Resources
Attn: Michael Driller
(Division of Engineering) (Mailbox #6)
P.O. Box 942836
Sacramento CA 94236-0001

Packages/Parcels (USPS and non-USPS) - (all packages will be delivered to the mailroom on the 2nd floor of NRH and individuals will be notified by email)
Department of Water Resources
Attn: Michael Driller
(Div. of Engineering) (Mailbox #6)
715 P Street
Sacramento CA 95814

10. Severability.

If any provision of this Agreement shall be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect, and each provision of this Agreement shall be valid and enforced to the full extent permitted by law, provided the material provisions of this Agreement can be determined and effectuated.

11. Incorporation of Recitals and Exhibits.

The recitals to this Agreement, and all exhibits referred to in this Agreement are incorporated herein by reference and made a part of this Agreement as though set forth in full herein.

12. Entire Agreement.

This Agreement sets forth the entire understanding and agreement of the Parties and shall supersede any other agreements and understandings (written or oral) between the Parties on or prior to the date of this Agreement with respect to the subject matter of this Agreement.

13. Amendment, Modification, and Waiver.

No amendment or modification to any term or provision of this Agreement or waiver of any covenant, obligation, breach or default under this Agreement shall be valid unless in writing and executed and delivered by each of the Parties. No waiver of any provision of this Agreement by a party shall be construed as a waiver of any subsequent breach or failure of the same term or condition, or as a waiver of any other provision of this Agreement.

14. Captions.

The captions in this Agreement are for reference only and shall in no way define or interpret any provision hereof.

15. Execution in Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute one agreement with the same effect as if the Parties had signed the same signature page.

Grantor:
Riverside County Flood Control and Water Conservation District, a body corporate and politic

Date: 12/03/2024

Name: Karen S. Spiegel
Karen Spiegel, Chair
Riverside County Flood Control and Water Conservation District Board of Supervisors

ATTEST:
KIMBERLY A. RECTOR, Clerk
By [Signature]
DEPUTY

FORM APPROVED COUNTY COUNSEL
BY [Signature] 11/19/24
RYAN D YABKO **DATE**

(Notary Attached)

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.

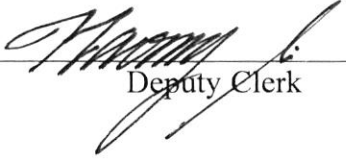
STATE OF CALIFORNIA }
COUNTY OF RIVERSIDE } §

On December 03, 2024, before me, Naomi Sicra, a COB Assistant, personally appeared Karen Spiegel, Chair of the Board of Supervisors of the Riverside County Flood Control and Water Conservation District, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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

Kimberly A. Rector
Clerk of the Board of Supervisors

By: 
Deputy Clerk
(SEAL)

ACKNOWLEDGMENT

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 _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under 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.

Signature _____ (Seal)

Exhibit "A"
Legal Description of Grantor Property

STATE DEED

In consideration of \$2,651.00 and other valuable considerations, receipt of which is acknowledged, EDWARD POORMAN, a single man, LINDA POORMAN, JIL, a single man, ALICE F. ROYF, a widow, do hereby grant to the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT the real property in the County of Riverside, State of California, described as:

All that portion of the La Vina Land Company Tract, Unit No. 1, as shown by map on file in Map Book 14, Pages 19 and 20, records of the Recorder's Office of Riverside County, California, described as:

Parcel 1. Commencing at the intersection of the center lines of Oleander Avenue and Redlands Avenue; thence south along the center line of Redlands Avenue 20 feet to the true point of beginning; thence south along the center line of Redlands Avenue 50 feet; thence east and parallel to the center line of Oleander Avenue 644.45 feet; thence along the arc 430 feet radius curve tangent to the last described course through an angle of 2° 33' 33", a distance of 15.45 feet to the east line of Lot 1, Block 2; thence northerly and parallel to the center line of Redlands Avenue 20.25 feet to the southerly right of way line of Oleander Avenue; thence westerly along the southerly right of way line of Oleander Avenue 659.9 feet more or less to the point of beginning and containing .76 acres more or less. Also all rights, title and interest in the so called Redlands Avenue and Oleander Avenue.

Parcel 2. Commencing at the northwest corner of Lot A, block 4 of the La Vina Land Company Tract, unit No. 2; thence south along the westerly line of Lot A 222.94 feet; thence along the arc of a 430 feet radius curve, the radius point of which bears south 56° 13' 09" west 430 feet from the aforementioned point, through an angle of 19° 46' 43" a distance of 148.44 feet to a point on the east line of Lot A; thence northerly along the east line of Lot A 154.31 feet to the northeast corner of Lot A; thence westerly along the northerly line of Lot A 66 feet to the point of beginning and containing .42 acres more or less. Also all rights, title and interest in so called Oleander Avenue.

Parcel 3. All of Lots B, C, D & E in Block 4; Lots B, C, D & E in Block 11; Lots F, C, & D and the westerly 12 feet of Lot F in Block 15; Lots E, C, & D and the westerly 12 feet of Lot E in Block 25 of the La Vina Land Company Tract Unit #2, and containing 13.91 acres more or less. Also all rights, title and interest in Oleander Avenue, Hance Street and La Vina Boulevard adjoining the above described property.

Parcel 4. All of Lots B, C, & D and the westerly 12 feet of Lot E, Block 4, and all of Lots E and D and the westerly 12 feet of Lot E, Block 11 of the La Vina Land Company Tract Unit #1, containing 5.06 acres more or less. Also all rights, title and interest in La Vina Boulevard and Perry Street adjoining the above described property.

Parcel 5. All of lots 18 and 25 in the Los Angeles Flagler Association Tract, as shown by Map on file in Map Book 10, page 39, records of the Recorder's Office of Riverside County, California, excepting the westerly 55.3 feet, and excepting the easterly 69.7 feet of the above described property, and containing 6.36 acres more or less. Also all rights, title and interest in Perry Street and Martin Street adjoining the above described property.

Dated this 21st day of March 1951



Edward Poorman
Linda Poorman
Alice F. Royf

*Release of
Jeannie's
Interest*

4010-21

PERRIS VALLEY TR. 3.

QUITCLAIM DEED

J. LANGDON MAXWELL

IN CONSIDERATION OF \$ 0.00, and other valuable considerations, receipt of which is hereby acknowledged, does hereby remise, release and forever quitclaim to the Riverside County Flood Control and Water Conservation District, the real property situated in the County of Riverside, State of California, described as follows:

All that portion of the La Vina Land Company Tract, Unit No. 2 as shown by map on file in Map Book 10, Pages 19 and 20, records of the Recorder's Office of Riverside County, California, described as:

- Parcel 1.** Commencing at the intersection of the center line of Oleander Avenue and Redlands Avenue; thence south along the center line of Redlands Avenue 70 feet; thence easterly parallel to the center line of Oleander Avenue 644.45 feet; thence along the arc of a 430 foot radius curve concave to the southwest through an angle of $73^{\circ} 09' 32''$ a distance of 549.09 feet to a point on the east line of Lot A, Block 4; thence north along the east line of Lot A, Block 4, a distance of 375.18 feet to the center line of Oleander Avenue; thence west along the center line of Oleander Avenue to the point of beginning; excepting therefrom that portion that lies in the rights of way of Oleander Avenue and Redlands Avenue. This parcel contains 1.95 acres more or less. The acreage of this parcel includes the .79 acres belonging to Edgar Brady.
- Parcel 2.** All of Lots B, C, D & E in Block 4; Lots E, C, D & E in Block 11; Lots B, C & D and the westerly 12 feet of Lot E in Block 18; Lots B, C & D and the westerly 12 feet of Lot E in Block 25 of the La Vina Land Company Tract Unit #2, and containing 13.91 acres more or less. Also all rights, title and interest in Oleander Avenue, Hance Street and La Vina Boulevard adjoining the above described property.
- Parcel 3.** All of Lots B, C & D and the westerly 12 feet of Lot E, Block 4, and all of Lots B, C & D and the westerly 12 feet of Lot E, Block 11 of the La Vina Land Company Tract Unit #1, containing 5.06 acres more or less. Also all rights, title and interest in La Vina Boulevard and Perry Street adjoining the above described property.
- Parcel 4.** All of lots 16 and 23 in the Los Angeles Vineyard Association Tract, as shown by map on file in Map Book 10, page 29, records of the Recorder's Office of Riverside County, California, excepting the westerly 30.3 feet, and excepting the easterly 62.7 feet of the above described property, containing 6.36 acres more or less. Also all rights, title and interest in Perry Street and Martin Street adjoining the above described property.

Dated this 22nd day of March 1955.

*Witness to Signature
Submitting Instrument*

J. Langdon Maxwell

EXHIBIT "A"
PERRIS VALLEY STORM DRAIN
RIGHT OF WAY
APN 302-140-007

Those portions of Lots 18, 19, 24 and 25 of Map of Los Angeles Vineyard Association Tract 1 as shown by map on file in Book 10 of Maps at page 99, Records of Riverside County, California, together with portion of Lot "D" (Perry Street) in Unit 1 of La Vina Land Co Tract Units 1 & 2 as shown by map on file in Book 14 of Maps at pages 19 and 20, Records of Riverside County, California, lying within Section 5, Township 4 South, Range 3 West, San Bernardino Meridian, described as follows:

BEGINNING at a point being the intersection of the centerline of Perry Street (40.00 feet in full width) with the easterly line of Parcel 4010-21 as shown on Record of Survey on file in Book 129 of Records of Survey at pages 85 through 93, inclusive thereof, Records of Riverside County, California, as Riverside County Flood Control and Water Conservation District Right of Way for Perris Valley Storm Channel, said point also being the easterly end of that certain course shown as "N89°51'34"W 16.11' " on said Record of Survey;

Thence South 89°50'39" East along said centerline of Perry Street, a distance of 168.65 feet to a point thereon;

Thence leaving said centerline South 09°47'11" West, a distance of 1029.24 feet;

Thence South 89°24'06" East, a distance of 45.00 feet;

Thence South 00°35'54" West, a distance of 68.21 feet to a point on the northerly line of that certain parcel of land conveyed to the State of California by Grant Deed recorded November 18, 1969 as Instrument No. 118288, Official Records of Riverside County, California;


Thence North 89°26'00" West along said northerly line, a distance of 65.19 feet to a point on said easterly line of Parcel 4010-21;

Thence North 00°35'12" East along said easterly line, a distance of 1082.86 feet to a point on said centerline of Perry Street;

Thence South 89°50'39" East along said centerline of Perry Street, a distance of 16.11 feet to the **POINT OF BEGINNING**.

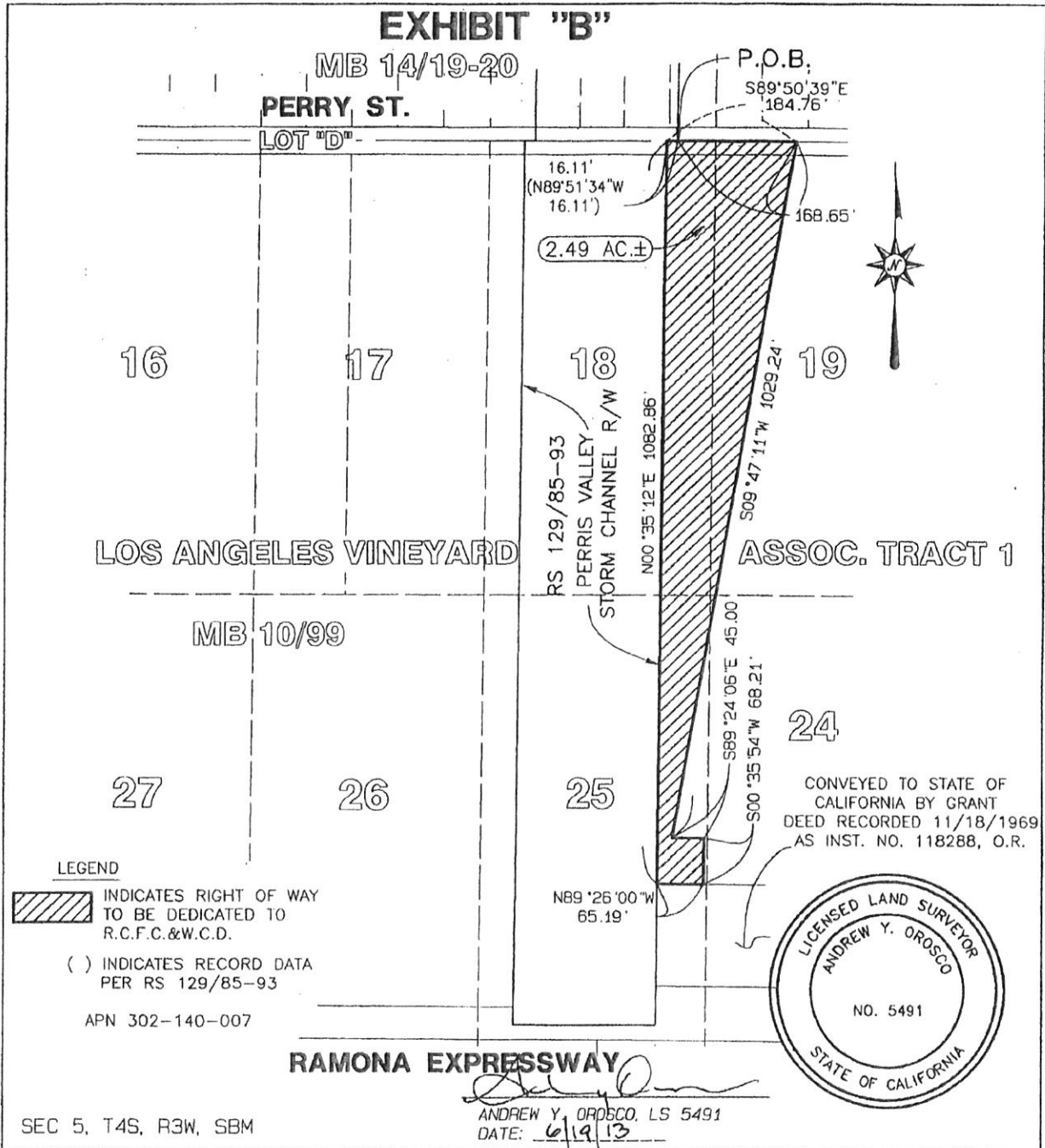
Containing 2.49 acres, more or less.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B".
PREPARED UNDER MY SUPERVISION

 6/19/13
Andrew Y. Oroscob, L.S. 5491 Date



Prepared by: LB/APO Checked by: APo



LEGEND

- INDICATES RIGHT OF WAY TO BE DEDICATED TO R.C.F.C.&W.C.D.
- () INDICATES RECORD DATA PER RS 129/85-93

APN 302-140-007

ALBERT A.
WEBB
 ASSOCIATES

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

File G:\2012\12-0072\RCFC&WCD R-W Legals-Plats\12-72 RCFCO RW.pro DATE PREPARED 6/10/13

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.

SHEET 1 OF 1

W.O.
12-72

SCALE: 1" = 200'

DRWN BY W/O DATE 6/19/13
 CHKD BY AJO DATE 6/19/13

PERRIS VALLEY STORM DRAIN RIGHT OF WAY

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed, dated 7/27/2016 from STRATFORD RANCH INVESTORS, LLC to RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT is hereby accepted by the undersigned officer pursuant to authority conferred by resolution of the Board of Supervisors of said District adopted on May 12, 1961, and the Grantee consents to the recordation thereof by its duly authorized officer.

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

Date 9-1-16

By: _____

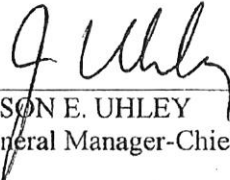

JASON E. UHLEY
General Manager-Chief Engineer

Exhibit "B"
Legal Description of Grantee Property

7543

STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO
DEPARTMENT OF WATER RESOURCES
P. O. Box 388
Sacramento, California 95802

Microfilm recording from 4-1-65 Book and
page no longer assigned. Identify by document
number and year of filing.

RECEIVED FOR RECORD
JAN 26 1970

AT 9:00 O'CLOCK A.M.
At Request of
TITLE INS. & TRUST CO.
Recorded in Official Records
of Riverside County, California

W.H. Dalglish
Recorder

FEES \$ *1.00*

file
[Signature]

SPACE ABOVE THIS LINE FOR RECORDER'S USE

California Aqueduct
Santa Ana Division
Perris Reservoir - Additional Lands

7/16/69

GRANT DEED
(INDIVIDUAL)

Project.....
Parcel No..... 3-2333

WE, JEAN CHARLES POIRIER and BERTHA I. POIRIER, husband and
(H, Wc) wife

869766-293

GRANT to the STATE OF CALIFORNIA, all that real property in the..... County
of Riverside....., State of California, described as:

The North 150 feet of the South 210 feet of Parcel A in Lot 32 of
Unit Four, of La Vina Land Company Tract, as per map recorded in Book 15, pages 18
and 19, of Maps, in the office of the County Recorder of said County, together with
the East Half of Lot H (Murrieta Road) as shown on said Map, adjacent to said North
150 feet.

Containing 0.46 Acres, more or less.

DOCUMENTARY TRANSFER TAX \$ <u>None</u>
.....COMPUTED ON FULL VALUE OF PROPERTY CONVEYED.
.....OR COMPUTED ON FULL VALUE LESS LIENS AND
.....ENCUMBRANCES REMAINING AT TIME OF SALE.
Title Ins. & Trust Co. as Agent for <u>State of Calif</u>
<u>W.H. Dalglish</u>

97-3022

7543

Together with all of the Grantor's right, title and interest in and to all water and water rights, whether surface or sub-surface, or of any other kind, including all appurtenant water and water rights, and all water and water rights in any wise incident to the real property herein described, or used thereon or in connection therewith, and all other appurtenant rights and easements pertaining to said real property.

Executed on October 23, 1969

Signed and delivered in the presence of
J. Robert Espy

Jean-Charles Poirier
Bertha I. Poirier

GRANTOR(S)

STATE OF CALIFORNIA }
COUNTY OF _____ } ss.

On _____, 19____ before me, the undersigned, a Notary Public in and for the State of California, personally appeared _____

known to me to be the person whose name _____ subscribed to the within instrument and acknowledged that _____ executed the same.

WITNESS my hand and official seal.

(Seal) _____

Name (Typed or Printed)
Notary Public in and for the State of California

SUBSCRIBING WITNESS

STATE OF CALIFORNIA }
COUNTY OF San Bernardino } ss.

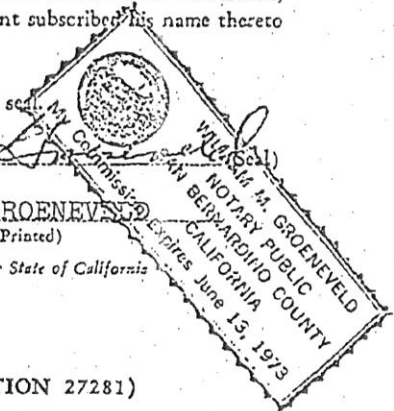
On October 31, 1969 before me, the undersigned, a Notary Public in and for the State of California, personally appeared J. Robert Espy, known to me to be the person whose name is subscribed to the within instrument as a witness thereto, who, being by me duly sworn, deposed and said: that he resides in the County of San Bernardino, State of California; that he was present and saw Jean Charles Poirier and Bertha I. Poirier

personally known to him to be the persons described in and whose name is subscribed to the within instrument, execute the same; and that affiant subscribed his name thereto as a witness to said execution.

WITNESS my hand and official seal.

William M. Groeneveld

WILLIAM M. GROENEVELD
Name (Typed or Printed)
Notary Public in and for the State of California



(CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE, SECTION 27281)

THIS IS TO CERTIFY, That the State of California, grantee herein, acting by and through the Department of Water Resources, hereby accepts for public purposes the real property, or interest therein, described in the within deed and consents to the recordation thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this 12th day of November, 19 69

WILLIAM R. GIANELLI
Director of Water Resources

Raymond S. Whinnings
Attorney in Fact

STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO
DEPARTMENT OF WATER RESOURCES

P. O. Box 388

Sacramento, California 95802

67199

RECEIVED FOR RECORD

JUL 14 1970

AT 9:00 O'CLOCK A.M.

At Request of

TITLE INS. & TRUST CO.
Recorded in Official Records
of Riverside County, California

W.H.O. DeLoach

Recorder
FEES \$ 2.07 1/2

INDEXED

*Microfilm recording from 4-1-69 Book and page
no longer in issue. Identify by account number
and year of filing.*

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED
(INDIVIDUAL)

California Aqueduct
Santa Ana Division

5/27/69
Amended

Project Perris Reservoir - Additional Lands

Parcel No. 3-2339

WE FILIPPO GALASSO and PEPPINA GALASSO, husband and wife

(I, We)

RECORDER: Please make no charge for recording the attached instrument per Govt. Code Sec. 5703 if it is being recorded in connection with a governmental agency transaction.

269929-20

GRANT to the STATE OF CALIFORNIA, all that real property in the _____ County of Riverside, State of California, described as:

That portion of Lot 22 of Los Angeles Vineyard Association Tract 1, in the County of Riverside, State of California, as per map recorded in Book 10 of Maps, page 99, in the office of the County Recorder of said County, being a strip of land 150-foot wide, lying north of and contiguous to the north line of the land conveyed to the County of Riverside for Martin Street, by deed recorded September 19, 1958 as Instrument No. 67360 in Book 2335, of Official Records, page 22, in the office of said County Recorder.

Containing 1.73 Acres, more or less.

This deed is a part of an agreement entered into on this approximate same date between Grantors and the Department of Water Resources, State of California.

97-3115

67199

Together with all of the Grant right, title and interest in and to all water and water rights, whether surface or sub-surface; or of any other kind, including all appurtenant water and water rights, and all water and water rights in any wise incident to the real property herein described, or used thereon or in connection therewith, and all other appurtenant rights and easements pertaining to said real property.

Executed on December 18 1969

Signed and delivered in the presence of

[Signature]

Filippo Galasso
Peppina Galasso

GRANTOR(S)

STATE OF CALIFORNIA

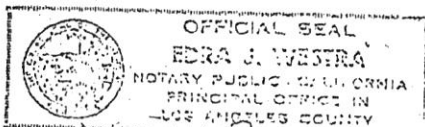
COUNTY OF LOS ANGELES

On December 18, 1969 before me, the undersigned, a Notary Public in and for the State of California, personally appeared

FILIPPO GALASSO and
PEPPINA GALASSO

known to me to be the persons whose name are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.



(Seal) [Signature]

EDRA J. WESTRA

Name (Typed or Printed)

Notary Public in and for the State of California

SUBSCRIBING WITNESS

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On December 18, 1969 before me, the undersigned, a Notary Public in and for the State of California, personally appeared FRANKLIN L. KNOX, JR.

known to me to be the person whose name is subscribed to the within instrument as a witness thereto, who, being by me duly sworn, deposed and said: that he resides in the County of Los Angeles, State of California; that he was present and saw FILIPPO GALASSO and
PEPPINA GALASSO

personally known to him to be the person described in and whose names are subscribed to the within instrument, execute the same; and that affiant subscribed his name thereto as a witness to said execution.

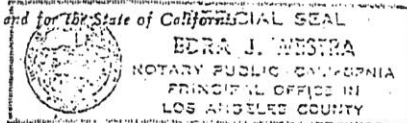
WITNESS my hand and official seal.

[Signature] (Seal)

EDRA J. WESTRA

Name (Typed or Printed)

Notary Public in and for the State of California



(CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE, SECTION 27281)

THIS IS TO CERTIFY, That the State of California, grantee herein, acting by and through the Department of Water Resources, hereby accepts for public purposes the real property, or interest therein, described in the within deed and consents to the recordation thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this 17th day of June, 1970

WILLIAM R. GIANELLI

Director of Water Resources

By [Signature]

Attorney in Fact

STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO
DEPARTMENT OF WATER RESOURCES

P. O. Box 388
Sacramento, California 95802

1118286

Recording requested from 4-1-68. Book and
page no longer assigned, identify by document
number and year of filing.

RECEIVED FOR RECORD
NOV 18 1969

AT 9:00 O'CLOCK A.M.
At request of
TITLE INS. & TRUST CO.
Recorded in Official Records
of Riverside County, California

W.D. Balogh
Recorder
FEES \$ 16.00

INDEXED

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED
(INDIVIDUAL)

Project: California Aqueduct 5/14/69
Santa Ana Division Amended
Perris Reservoir - Additional Lands

Parcel No. 3-2337 Unit I

I, MARGARET HOYT STRATFORD, a married woman,
(I, We)

260521-DB

GRANT to the STATE OF CALIFORNIA, all that real property in the _____ County
of Riverside, State of California, described as:

The north 150 feet of the south 210 feet of Lots 29, 30, 31 and of
Parcels B, C, and D of Lot 32; and together with the West Half of Center Street,
Lot "L", adjacent to said north 150 feet, all as shown on map of Unit Four, of
La Vina Land Company Tract, as per map recorded in Book 15, pages 18 and 19, of
Maps, in the office of the County Recorder of said county.

Containing 4.09 Acres, more or less.

UNINCORPORATED AREA

DOCUMENTARY TRANSFER TAX \$ 18.12
COMPUTED ON FULL VALUE OF PROPERTY CONVEYED.
OR COMPUTED ON FULL VALUE LESS LIENS AND
ENCUMBRANCES REMAINING AT TIME OF SALE.
Signature of Notary Agent _____
Notary Public for California _____

PAID
Doc. Transfer Tax
W. D. BALOGH
RIV. CO. RECORDER

97-2962

Together with all of the Grantor's right, title and interest in and to all water and water rights, whether surface or sub-surface, or of any other kind, including all appurtenant water and water rights, and all water and water rights in any wise incident to the real property herein described, or used thereon or in connection therewith, and all other appurtenant rights and easements pertaining to said real property.

Executed on September 23, 1969

Signed and delivered in the presence of

Margaret Hoyt Stratford
MARGARET HOYT STRATFORD

CAG 119286

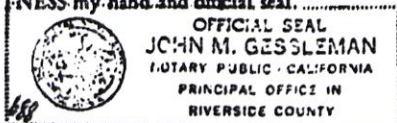
GRANTOR(S)

STATE OF CALIFORNIA }
County of Riverside } #.

On September 23, 19 69 before me, the undersigned, a Notary Public in and for the State of California, personally appeared Margaret Hoyt Stratford

known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

WITNESS my hand and official seal.



My Commission Expires March 27, 1971

(Seal) John M. Gessleman
JOHN M. GESSLEMAN
Name (Typed or Printed)
Notary Public in and for the State of California

SUBSCRIBING WITNESS

STATE OF CALIFORNIA }
County of _____ } #.

On _____, 19____ before me, the undersigned, a Notary Public in and for the State of California, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument as a witness thereto, who, being by me duly sworn, deposed and said: that he resides in the County of _____, State of California; that he was present and saw _____

personally known to him to be the person described in and whose name _____ subscribed to the within instrument, execute the same; and that affiant subscribed his name thereto as a witness to said execution.

WITNESS my hand and official seal.

(Seal) _____
Name (Typed or Printed)
Notary Public in and for the State of California

(CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE, SECTION 27281)

THIS IS TO CERTIFY, That the State of California, grantee herein, acting by and through the Department of Water Resources, hereby accepts for public purposes the real property, or interest therein, described in the within deed and consents to the recordation thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this 24th day of October, 1969

William R. Gianelli
WILLIAM R. GIANELLI
Director of Water Resources
By William R. Gianelli
Attorney in Fact

STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO
DEPARTMENT OF WATER RESOURCES

P. O. Box 388
Sacramento, California 95802

118288
118288

1/4
Recording received from L.A. Co. Book and
Map No. 10000 assigned, Monday by document
number 97-2963 of filing.

RECEIVED FOR RECORD
NOV 18 1969

AT 9:00 O'CLOCK A.M.
At Request of
TITLE INS. & TRUST CO.
Recorded in Official Records
of Riverside County, California

W.H. Balogh
Fees & Recorder

INDEX

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED
(INDIVIDUAL)

California Aqueduct
Santa Ana Division
Project Ferris Reservoir - Additional Lands

5/27/69
Amended

Parcel No. 1-2342

I, MARGARET HOYT STRATFORD, a married woman,
(I, We)

8/10 75-27-165

GRANT to the STATE OF CALIFORNIA, all that real property in the _____ County
of Riverside, State of California, described as:

Those portions of Lots 23 and 24, and that portion of the Easterly 69.70
feet of Lot 25, of Los Angeles Vineyard Association Tract 1, in the County of
Riverside, State of California, as per map recorded in Book 10 of Maps, page 99, in
the office of the County Recorder of said County, being a strip of land 150 feet wide
lying north of and contiguous to the north lines of the land described in Parcels 2
and 3 of the deed to the County of Riverside for Martin Street, recorded February 11,
1959 as Instrument No. 11951, in Book 2413 of Official Records, page 124, in the office
of said County Recorder.

Containing 2.51 Acres, more or less.

UNINCORPORATED AREA

DOCUMENTARY TRANSFER TAX \$ 11.52
COMPUTED ON FULL VALUE OF PROPERTY CONVEYED
OR COMPUTED ON FULL VALUE LESS LIENS AND
ENCUMBRANCES REMAINING AT TIME OF SALE.
Signature _____
Contract or Agent Determining Tax Firm Name _____

PAID
Doc. Transfer Tax
W. D. BALOGH
RIV. CO. RECORDER

97-2963

FORM DWR 549

118288

C.P.P.

Together with all of the Grantor's right, title and interest in and to all water and water rights, whether surface or sub-surface, or of any other kind, including all appurtenant water and water rights, and all water and water rights in any wise incident to the real property herein described, or used thereon or in connection therewith, and all other appurtenant rights and easements pertaining to said real property.

Executed on September 23, 1969

Signed and delivered in the presence of

Margaret Hoyt Stratford
MARGARET HOYT STRATFORD

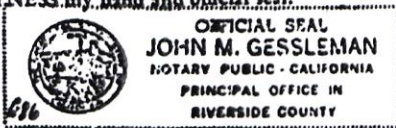
GRANTOR(S)

STATE OF CALIFORNIA }
County of Riverside } ss.

On September 23, 1969 before me, the undersigned, a Notary Public in and for the State of California, personally appeared Margaret Hoyt Stratford

known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

WITNESS my hand and official seal.



My Commission Expires 12/31/71
(Seal) *John M. Gessleman*
JOHN M. GESSLEMAN
Name (Typed or Printed)
Notary Public in and for the State of California

SUBSCRIBING WITNESS

STATE OF CALIFORNIA }
County of _____ } ss.

On _____, 19____ before me, the undersigned, a Notary Public in and for the State of California, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument as a witness thereto, who, being by me duly sworn, deposed and said: that he resides in the County of _____, State of California; that he was present and saw _____

personally known to him to be the person described in and whose name _____ subscribed to the within instrument, execute the same; and that affiant subscribed his name thereto as a witness to said execution.

WITNESS my hand and official seal.

(Seal)
Name (Typed or Printed)
Notary Public in and for the State of California

(CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE, SECTION 27281)

THIS IS TO CERTIFY, That the State of California, grantee herein, acting by and through the Department of Water Resources, hereby accepts for public purposes the real property, or interest therein, described in the within deed and consents to the recordation thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this 24th day of October, 1969

WILLIAM R. GIANELLI
Director of Water Resources
By _____
Attorney in Fact

Exhibit "C"
Legal Description of Easement Area

Exhibit "A"

3-6012

All that real property being a portion of Section 5, Township 4 South, Range 3 West, S.B.M., City of Perris, County of Riverside, State of California, being a portion of LOT 25 as said lot is shown on the map entitled LOS ANGELES VINEYARD ASSOCIATION TRACT 1 filed in Book 10, page 99, of Maps, Official Records of said County also being portions of the land described and designated Parcel 5 in the RESOLUTION and GRANT DEED recorded April 8, 1955 in Book 1720 of Official Records, Pages 225-227, and the parcel of land described under Exhibit "A" in the GRANT DEED recorded on May 24, 2017 as DOC # 2017-0208311, Official Records of said County, described as follows:

UNIT A

COMMENCING at the southeast corner of said Section 5, a 3/4 inch iron pipe with Riverside County Flood Control & Water Conservation District (RCFC & WCD) brass tag, as said iron pipe is shown on Corner Record filed October 3, 2012 as Document Number 12-0769, Official Records of said county, thence along the east line of said Section 5 North 00° 26' 20" East 230.00 feet more or less to the northwesterly corner of the parcel of land described and designated DWR Parcel No. 3-2339 in the GRANT DEED recorded July 14, 1970 as Instrument Number 67199, Official Records of said County;

thence leaving last said east line and along the northerly line of said Parcel No. 3-2339 and the northerly line of the parcel of land described and designated DWR Parcel No. 3-2342 in the GRANT DEED recorded November 18, 1969 as Instrument Number 118288, Official Records of said County North 89° 30' 11" West 1166.98 feet to the point of beginning;

THENCE FROM SAID POINT OF BEGINNING and continuing along last said northerly line and the southerly line of the parcel of land described in said deed recorded May 24, 2017, North 89° 30' 11" West 65.19 feet to the northwest corner of said DWR Parcel No. 3-2342 and the southwest corner of said deed recorded May 24, 2017 and the easterly line of the RCFC & WCD Perris Valley Storm Channel as said channel is shown on the RECORD OF SURVEY filed December 23, 2008 in Book 129 of RECORDS OF SURVEY; pages 85-93, Official Records of said County;

thence leaving last said northerly and said southerly lines and along the westerly line of said DWR Parcel No. 3-2342 and the easterly line of said Storm Channel South 00° 35' 48" West 212.92 feet;

thence leaving last said westerly and easterly lines along the following seven (7) courses:

- 1) North 88° 59' 08" West 2.56 feet;
- 2) North 79° 32' 28" West 22.58 feet;

MAY 09 2024

- 3) North 88° 01' 06" West 160.99 feet;
- 4) North 00° 24' 07" East 228.61 feet;
- 5) South 89° 26' 24" East 169.49 feet;
- 6) North 10° 42' 43" East 95.91 feet to the westerly line of said deed recorded May 24, 2017; and
- 7) Leaving last said westerly line and along a line parallel with and lying northerly 118.00 feet of the northerly line of said DWR Parcel No. 3-2342 South 89° 30' 11" East 28.54 feet to the easterly line of said deed recorded May 24, 2017;

thence leaving last said parallel line and along last said easterly line the following three

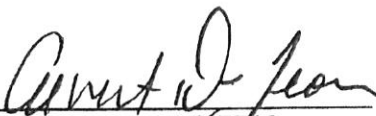
(3) courses:

- 1) South 09° 46' 38" West 51.07 feet;
- 2) South 89° 24' 09" East 45.00 feet; and
- 3) South 00° 35' 21" West 67.52 feet to the point of beginning.

Containing 1.14 acres or 49471 square feet, more or less.

Bearings and distances used in the above description are based on the California Coordinate System, CCS83 (2010.00), Zone 6. The average combined scale factor is 0.99992960281.

As depicted on Exhibit "B" attached hereto and made a part hereof.


Albert De Leon LS 7716

May 9, 2024

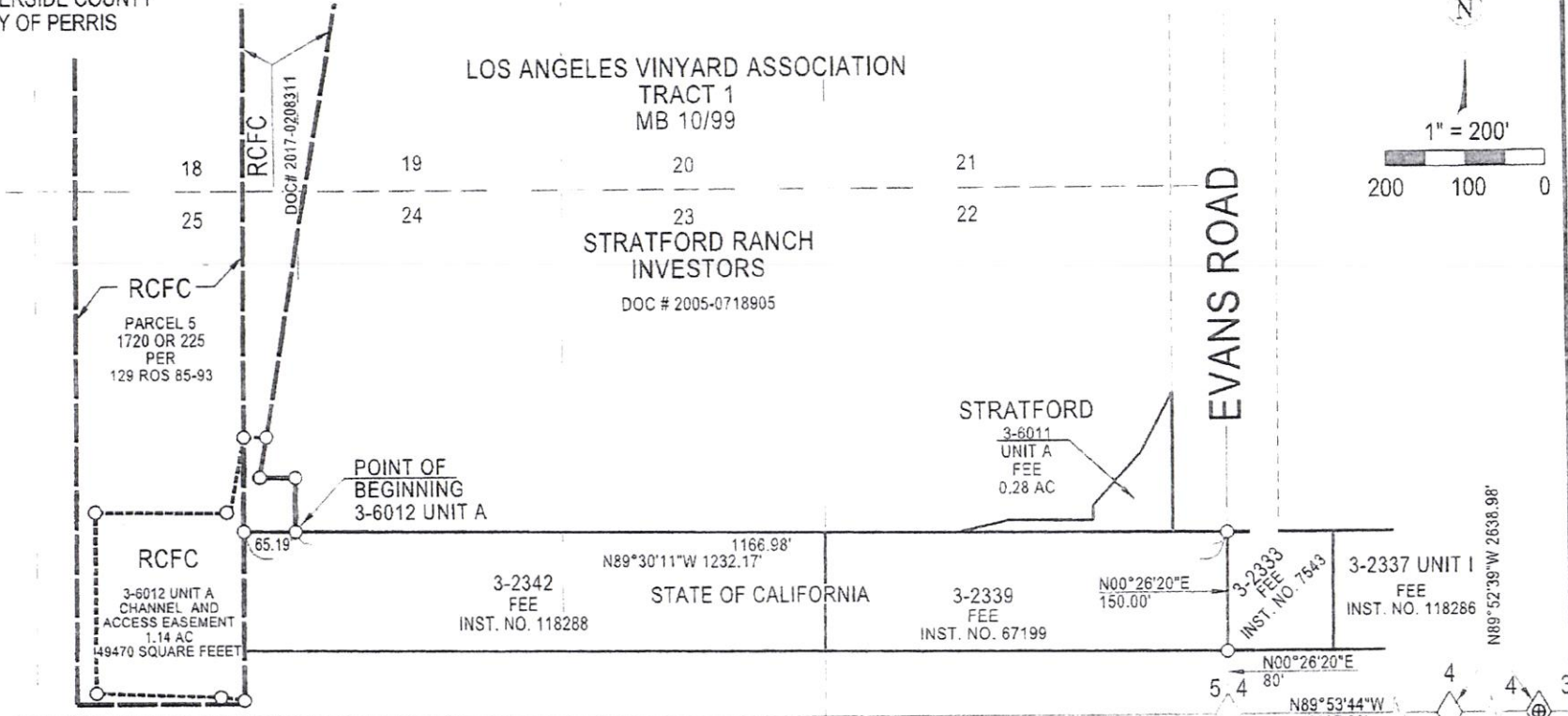
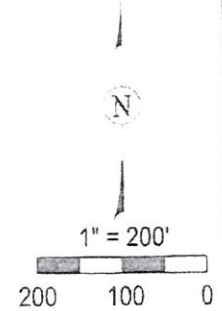





MAY 09 2024

SAN JACINTO NUEVO Y POTRERO
 (SECTION 5)
 (T. 4 S., R. 3 W., S.B.M.)
 RIVERSIDE COUNTY
 CITY OF PERRIS

LOS ANGELES VINYARD ASSOCIATION
 TRACT 1
 MB 10/99

STRATFORD RANCH
 INVESTORS
 DOC # 2005-0718905




SECTION CORNER FOUND, AS DESC. 
 SECTION CORNER - COMPUTED 
 DIMENSION POINT 

DATE:
MAY 2024
 PAGE:
SHEET 1 OF 2

SANTA ANNA DIVISION
EXHIBIT "B"
 PERRIS RESERVOIR

STATE OF CALIFORNIA
 THE NATURAL RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES
 DIVISION OF ENGINEERING - GEODETIC BRANCH

COORDINATES, BEARINGS AND DISTANCES ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM 1983 (2010.00) ZONE 6 US SURVEY FEET, DISTANCES SHOWN HEREON ARE GRID. THE AVERAGE COMBINED SCALE FACTOR IS 0.99992960281.
 GEO-2018-0022
 De Leon

MAY 19 2024 

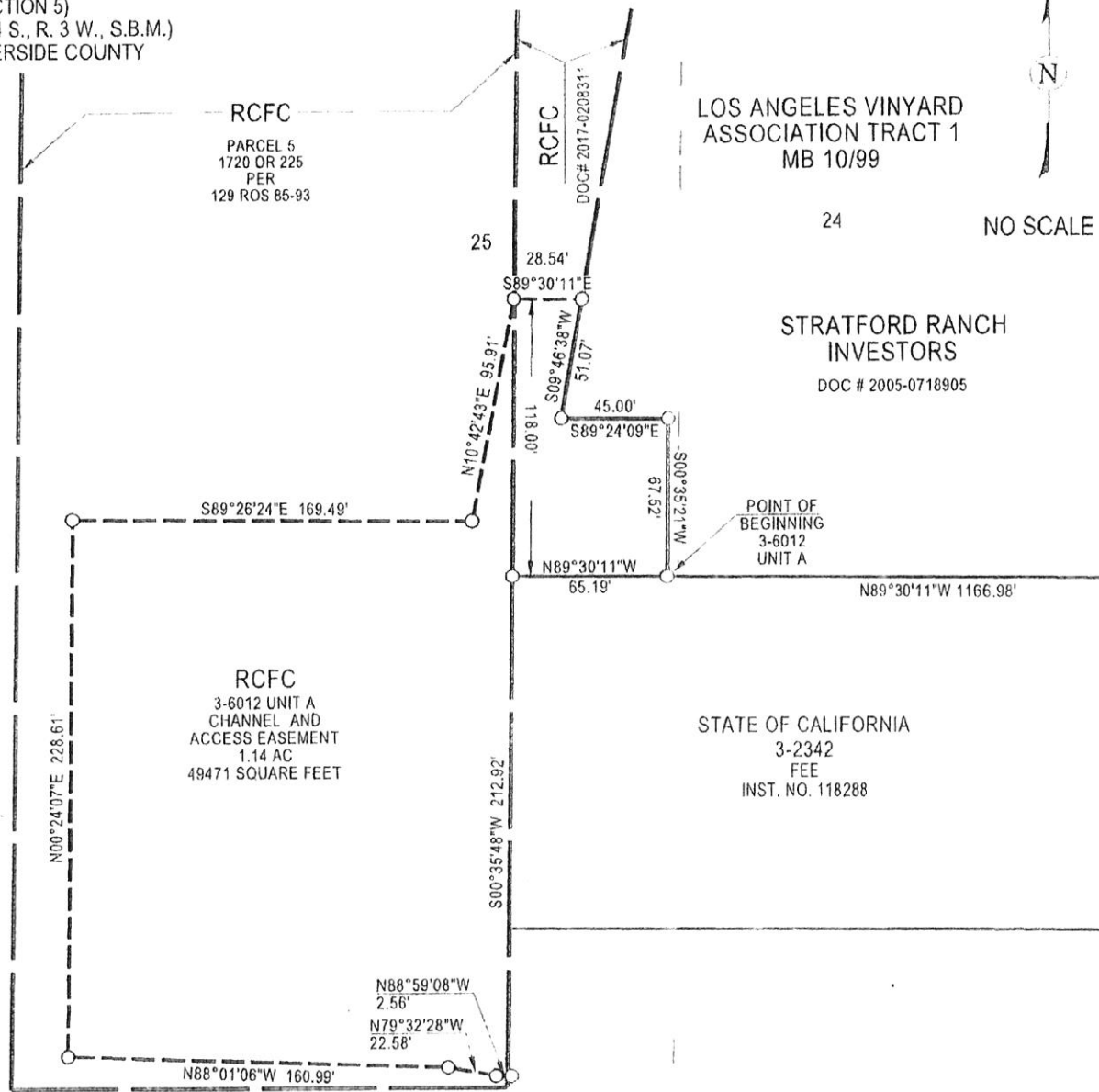
SAN JACINTO NUEVO Y POTRERO
 (SECTION 5)
 (T. 4 S., R. 3 W., S.B.M.)
 RIVERSIDE COUNTY

RCFC
 PARCEL 5
 1720 OR 225
 PER
 129 ROS 85-93

LOS ANGELES VINYARD
 ASSOCIATION TRACT 1
 MB 10/99

24 NO SCALE

STRATFORD RANCH
 INVESTORS
 DOC # 2005-0718905



RCFC
 3-6012 UNIT A
 CHANNEL AND
 ACCESS EASEMENT
 1.14 AC
 49471 SQUARE FEET

STATE OF CALIFORNIA
 3-2342
 FEE
 INST. NO. 118288

RAMONA EXPRESSWAY

COORDINATES, BEARINGS AND DISTANCES ARE
 BASED ON THE CALIFORNIA COORDINATE SYSTEM
 1983 (2010.00) ZONE 6 US SURVEY FEET, DISTANCES
 SHOWN HEREON ARE GRID, THE AVERAGE
 COMBINED SCALE FACTOR IS 0.99992960281.

DIMENSION
 POINT

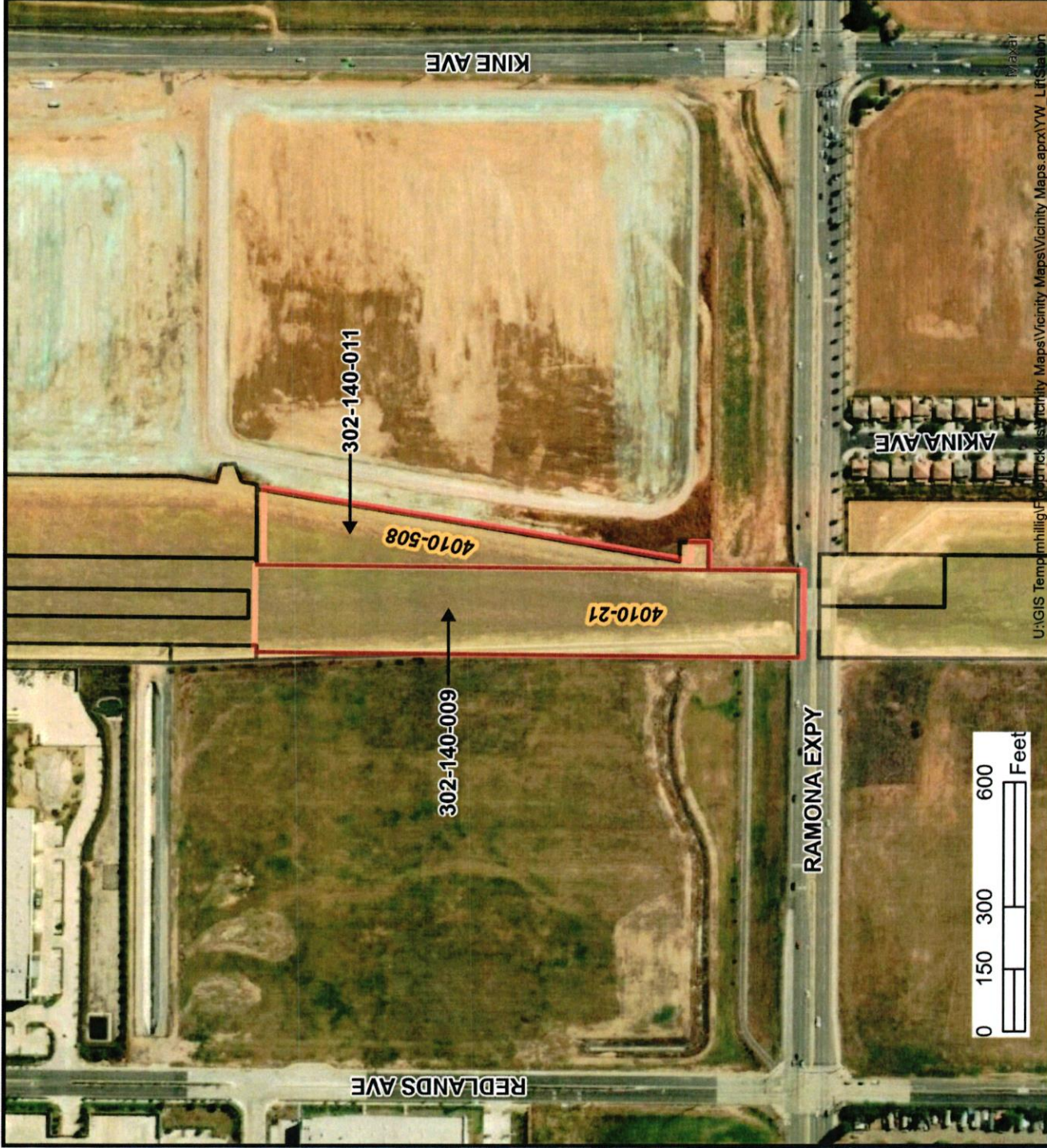
GEO-2018-0022 De Leon

DATE:
 MAY 2024
 PAGE:
 SHEET 2 OF 2

SANTA ANNA DIVISION
EXHIBIT "B"
 PERRIS RESERVOIR

STATE OF CALIFORNIA
 THE NATURAL RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES
 DIVISION OF ENGINEERING - GEODETIC BRANCH

MAY 09 2024



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RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

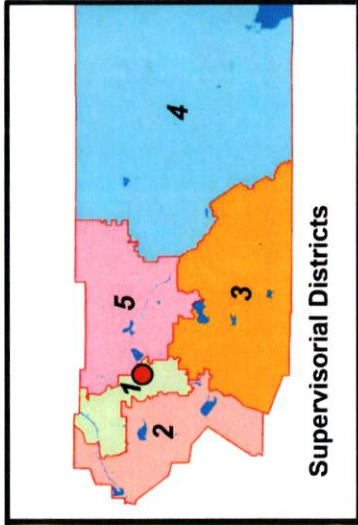
State of California Department of Water Resources
Emergency Lift Station Easement Conveyance

APN: 302-140-009 RCFC Parcel: 4010-21

APN: 302-140-011 RCFC Parcel: 4010-508



Vicinity Map



Supervisorial Districts

Legend

- Assessor Parcel
- RCFC Parcel
- Supervisorial District

Description

APN: 302-140-009
RCFC Parcel: 4010-21

APN: 302-140-011
RCFC Parcel: 4010-508