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



ITEM: 11.1 (ID # 23815) **MEETING DATE:** Tuesday, December 10, 2024

FROM : FLOOD CONTROL DISTRICT

SUBJECT: FLOOD CONTROL DISTRICT: Approval of the Agreement Between the Riverside County Flood Control and Water Conservation District, the City of Perris and the State of California, Department of Water Resources for the Construction and Maintenance of the Perris Valley Master Drainage Plan Line U and Perris Valley Master Drainage Plan Lateral U-1, Stage 1 (aka Perris Emergency Release Facility), Miscellaneous No. 191, Project Nos. 4-0-00497 and 4-0-00498, Nothing Further is Required Under CEQA, Districts 1 and 5. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

- Find that the Agreement will not have significant adverse effect on the environment and that any potentially significant environmental effects have been analyzed in the Recirculated Environmental Impact Report and Addenda (SCH# 2013091027), certified by the Lead Agency (State of California, Department of Water Resources);
- Approve the Agreement between the Riverside County Flood Control and Water Conservation District ("District"), the City of Perris ("City") and the State of California, Department of Water Resources ("DWR");

Continued on page 2

ACTION:Policy

ENERAL MGR-CHF FLD CNTRL ENG 11/21/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel seconded by Supervisor Jeffries 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 10, 2024
XC:	Flood, Recorder

Kimberly A. Rector Clerk of the Board Deputy

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:

- 3. Authorize the Chair of the District's Board of Supervisors ("Board") to execute the Agreement documents on behalf of the District;
- 4. Direct the Clerk of the Board to return three (3) fully executed Agreements to the District; and
- 5. Direct the Clerk of the Board to file the Notice of Determination with the County Clerk within five days of approval by the Board.

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	S: Not Applicable	Budget Adjus	Budget Adjustment: No		
		For Fiscal Ye	For Fiscal Year: N/A		

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

<u>Summary</u>

DWR continues efforts to modernize California's State Water Project facilities, including Perris Dam, which is the terminal storage facility for the State Water Project. The Emergency Release Facility 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.

As part of the Emergency Release Facility project, DWR intends to construct multiple drainage facilities, including the proposed Perris Valley MDP Line U and Perris Valley Master Drainage Plan Lateral U-1, Stage 1 facilities, which will convey water from local drainage, including storms up to (or exceeding) 100-year events, and emergency releases, if ever needed, from Perris Dam to the District's existing Perris Valley Channel.

The District benefits from this Emergency Release Facility project because the channel will fulfill the Line U requirements of the District's Perris Valley Master Drainage Plan, which addresses the current and future drainage needs, including 100-year flood protection for the community. The City benefits from the project because it will receive two (2) new bridges and a box culvert structure which supports several lanes of traffic and three (3) structures to include pedestrian walkway improvements, safety compliance, current hydraulic standards, seismic design requirements and updated landscaping to support the City's future plans to build out Ramona Expressway.

The Agreement sets forth the terms and conditions by which the District will provide routine maintenance and repair services of the Emergency Release Facility project. The Agreement is necessary for the DWR to grant the District the necessary rights to access, inspect, to perform

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

its maintenance responsibilities and, if necessary, repair and replace the Emergency Release Facility project within its rights of way, and additionally, for the District to grant DWR the necessary rights to access, inspect and construct the proposed Perris Valley MDP Line U Channel facility within its rights of way.

Upon execution of this Agreement, the District and the City will assume their respective maintenance responsibilities of the Emergency Release Facility project.

County Counsel has approved the Agreement as to legal form, and the DWR has executed the Agreement. The City plans to execute the Agreement on its December 10th meeting agenda. The City's executed Agreement is forthcoming.

Environmental Findings

Pursuant to Section 15096 of the California Environmental Quality Act ("CEQA") Guidelines, making findings as a Responsible Agency, the District has considered the Environmental Impact Report (SCH #2013091027) prepared for the Perris Dam Emergency Release Facility Project by DWR as the Lead Agency. The District, in its limited capacity as a Responsible Agency, finds that the District's obligations and responsibility for maintenance of the Emergency Release Facilities as described in the Agreement are adequately addressed by the Environmental Impact Report. The District's actions and obligations as provided in the Agreement will not have a significant impact on the environment. Therefore, no further analysis is required under CEQA. The Clerk of the Board will file the attached Notice of Determination with the County Clerk within five working days of approval by the Board.

Impact on Residents and Businesses

Maintenance of the project is funded by ad valorem property tax revenue and entails no new fees, taxes or bonded indebtedness to residents and businesses. The project addresses the current and future drainage needs and will fulfill the proposed Perris Valley MDP Line U requirements. Upon construction completion, this project will (i) provide flood control and drainage improvements, (ii) provide adequate collection for the 100-year flow rates and (iii) reduce street and community flooding thereby protecting residences and businesses in the area.

Additional Fiscal Information

Future operation and maintenance costs associated with the Emergency Release Facility project will accrue to the District.

ATTACHMENTS:

- 1. Vicinity Map
- 2. Agreement
- 3. Notice of Determination
- 4. Authorization to Bill

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

AMR:blm P8/254131

Douglas Ordonez Jr. 11/25/2024

11/22/2024 Aaron Gettis

P8/253635

Sacramento, CA 94236-0001

NOTICE OF DETERMINATION

То:	Office of Planning and Research P.O. Box 3044, 1400 Tenth Street, Room 222 Sacrainento, CA 95812-3044	Responsible Agency:	Riverside County Flood Control and Water Conservation District 1995 Market Street Riverside, CA 92501 Contact: Margaret Bornyasz 951.955.8018
	County Clerk County of Riverside 2724 Gateway Drive	Lead Agency:	California Department of Water Resources P.O. Box 942836

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

State Clearinghouse Number: 2013091027

Riverside, CA 92507

Project Title: Agreement - Perris Dam Emergency Release Facility

Project Location: Perris, CA in Riverside County. The project is roughly bounded by the Perris Valley Channel to the west, Perris Dam to the east, vacant parcels to the north, and Ramona Expressway to the south. Attachment 1 includes the project's construction limits.

Project Description: The "Project" referenced in this Notice of Determination is the discretionary approval by the Riverside County Flood Control and Water Conservation District (District) to enter into an agreement with the City of Perris and the State of California Department of Water Resources (DWR) for future maintenance and to provide right of way access for construction of the Perris Dam Emergency Release Facility. DWR has assumed responsibility as California Environmental Quality Act (CEQA) Lead Agency for construction of the facility. Acceptance of the obligations for future maintenance of said facilities and access to District right of way will not result in significant adverse impacts.

CEQA Determination: This is to advise that the District, as a Responsible Agency, has considered the Environmental Impact Report (EIR) adopted by DWR and has made the following determinations:

- 1. The District's actions as described in the agreement will not have a significant effect on the environment.
- 2. The District's actions as described in the agreement are within the scope of DWR's EIR, and no further CEQA review is required.
- 3. Mitigation measures were made a condition of approval for the project; however, no mitigation measures are required for the agreement.
- 4. A mitigation reporting or monitoring plan was adopted for this project.
- 5. A Statement of Overriding Considerations was adopted by the Lead Agency for this project but is not applicable to the District's actions as described in the agreement.
- 6. Findings were made by the Lead Agency pursuant to the provisions of CEQA.

Documents Available for Review: This is to certify that the Environmental Impact Report and records of this project's approval are available to the general public at the Riverside County Flood Control and Water Conservation District, 1995 Market Street, Riverside, CA 92501.

Title: General Manager-Chief Engineer Date: 11/7/2023 **Public Agency Signature:** Attachments: Attachment 1 - Site Vicinity FILED/POSTED County of Riverside Peter Aldana MB:rlp Assessor-County Clerk-Recorder E-202401318 12/12/2024 11:30 AM Fee: \$ 50.00 Page 1 of 2 12/10/2024 11.1 Authority cited: Sections 21083 and 21087, Public Resources Code. Reference: Sections 21000-21174, Public Resources Code. Revised 2016

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Perris Dam Emergency Release Facility					
PROJECT APPLICANT NAME	PROJECT APPLICANT EN	AIL	PHONE NUMBER		
Christine Alexander			(916) 653-9374		
PROJECT APPLICANT ADDRESS	CITY	STATE	ZIP CODE		
1416 Ninth Street, Room 426	Sacramento	CA	95814		
PROJECT APPLICANT (Check appropriate box)	Oucramento				
Local Public Agency School District	Other Special District	State Ag	ency Private Entity		
CHECK APPLICABLE FEES:		375			
Environmental Impact Report (EIR)	· · · · ·	\$3,168.00 \$	3,168.00		
Mitigated/Negative Declaration (MND)(ND)		\$2,280.75	0.00		
Certified Regulatory Program document (CRP)	· .	1.077.00	0.00		
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Water Right Application or Petition Fee (State Water Resources	Control Board only)	\$850.00 \$	a		
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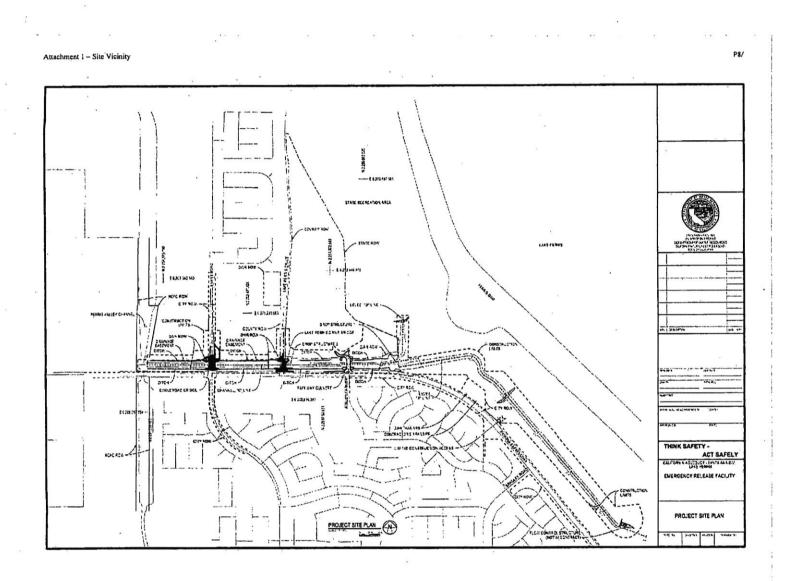
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COPY - CDFW/ASB

COPY - COUNTY CLERK

DFW 753.5a (Rev. 20151215)



AGREEMENT BETWEEN DEPARTMENT OF WATER RESOURCES, CITY OF PERRIS AND RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT REGARDING CONSTRUCTION AND MAINTENANCE OF THE PERRIS EMERGENCY RELEASE FACILITY

This Agreement ("**Agreement**") is executed this <u>31</u> day of <u>October</u>, <u>2024</u> by and among the State of California, Department of Water Resources, a State Agency ("**DWR**"), the City of Perris, a municipal corporation ("**CITY**"), and the Riverside County Flood Control and Water Conservation District, a body politic ("**DISTRICT**") (collectively the "**Parties**" and individually a "**Party**"). The Parties hereto agree as follows:

RECITALS

- A. To enhance public safety, DWR continues efforts to modernize California's State Water Project facilities, including Perris Dam. Lake Perris is the terminal storage facility for the State Water Project.
- B. The Emergency Release Facility (ERF) is a part of DWR's Perris Dam Remediation Program that would safely direct the flow of stored water in the event of an emergency requiring the rapid lowering of the reservoir, to enhance public safety, and to update infrastructure.
- C. The Agreement is intended to benefit all three Parties. The general benefits for each Party are summarized below.
 - 1. DISTRICT benefits from this Agreement because the Channel will fulfill the Line U requirements of the Riverside County's Perris Valley Master Drainage Plan. The Master Drainage Plan addresses the current and future drainage needs, including 100-year flood protection, for the community.
 - 2. CITY benefits from the Agreement because it will receive two (2) new bridges and a box culvert structure which supports several lanes of traffic. The three (3) structures are designed to include pedestrian walkway improvements, safety compliance, current hydraulic standards, seismic design requirements, and updated landscaping. In addition, the design was developed in consideration of CITY'S future plans to build out Ramona Expressway.
 - 3. DWR benefits from this Agreement because various maintenance and ownership responsibilities will be transferred to DISTRICT and CITY. DWR will also gain access to CITY and DISTRICT properties to plan, design, construct, and maintain the Project.
- D. DWR will design and construct the Perris Emergency Release Facility (Project) along and slightly north of Ramona Expressway. The main features of the Project, as shown in concept on <u>Exhibit A</u>, attached hereto and by this reference incorporated herein, include:
 - 1. an approximately one (1) mile long levee which is not part of this Agreement;

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- 2. an approximately one (1) mile long drainage channel (Channel) and an associated maintenance access road. Channel includes downstream terminus connection to DISTRICT's Perris Valley Channel;
- 3. one bridge at Evans Road (Evans Road Bridge);
- 4. one bridge at Lake Perris Drive (Lake Perris Drive Bridge);
- 5. one box culvert structure at Fair Way (Box Culvert Structure);
- 6. two concrete drop structures within the Channel;
- 7. roadwork improvements; and
- 8. other improvements, relating to the Project, including drainage features, sidewalks, fencing, landscaping, etc.
- E. Exhibit A includes the features of the Project along with a description of the maintenance responsibilities of each Party. The Project site plan is shown on Figure A-1. General plan views of the Channel are shown in Figures A-2 to A-8. Typical sections of the Channel and the underdrain are shown in Figures A-9 to A-13. Object marker and metal post are shown in Figure A-14. Ditch details are shown on A-15 and A-16. Fencing and gate details are shown on A-17 and A-18. Maintenance road details are shown in A-19. Landscape drawings are shown in Figures A-20 to A-29.
- F. The Channel will include multiple drainage inlets, including 36-inch and 42-inch drainage pipes from a local residential development, a 72-inch drainage pipe for future extension of a Master Drain Plan (MDP) lateral, and several drop inlets along both sides of the Channel. The Channel will convey water from local drainage, including storms up to (or exceeding) 100-year events, and emergency releases, if ever needed, from Perris Dam to the existing Perris Valley Channel.
- G. DISTRICT has an adopted MDP for the Perris Valley area, more specifically for the proposed Perris Valley MDP Line U and associated drainage facilities. The proposed Channel, at minimum, will be constructed to fulfill the drainage requirements specified under the MDP for Perris Valley MDP Line U.
- H. DWR will advertise, award and administer a contract for the Project pursuant to applicable sections of the California Public Contract Code. It is anticipated that construction of the Project will take approximately two and one-half (2.5) years to complete.
- I. Construction will be performed by DWR's construction contractor (Contractor), including the general contractor and sub-contractors. The Project will be located within DWR property limits as well as other public and privately held rights-of-way secured by DWR. Unless stated otherwise, access rights granted to Contractor herein shall be deemed to include any subcontractors.
- J. All Parties recognize and acknowledge that in addition to this Agreement, DWR may enter into separate agreements with each respective property owner regarding the rights-of-way needed to construct the Project.
- K. CITY and DISTRICT will accept maintenance responsibility to areas identified in

DWR, CITY, DISTRICT Agreement

<u>Exhibit A</u>. The Channel will capture drainage from the surrounding area, for approximately one-mile, until it discharges into the existing Perris Valley Channel. The extent of DISTRICT's maintenance responsibilities is described in <u>Exhibit B</u> which is attached hereto and by this reference incorporated herein (**DISTRICT Maintenance Obligations**). The extent of CITY's maintenance responsibilities are described in <u>Exhibit C</u> which is attached hereto and by this reference incorporated herein (**CITY's Maintenance Obligations**).

- L. After Acceptance (as defined below), DWR will transfer ownership of City Features (as defined below) to CITY along with an easement to maintain the City Features. After the transfer, CITY will own the City Features and be responsible, at its sole cost and expense, for all maintenance, repairs, upgrades and replacement of the City Features.
- M. After Acceptance and after all required environmental permits for maintenance of the Channel have been obtained, DWR will transfer DISTRICT's Maintenance Obligations to DISTRICT.
- N. DWR, CITY, and DISTRICT enter into this Agreement to establish their respective roles and responsibilities concerning the environment, property, inspection, construction, operation, maintenance, and repair activities.

NOW, THEREFORE, in consideration of the preceding recitals (which are incorporated herein in their entirety) and the mutual covenants hereinafter contained, the Parties hereto mutually agree as follows:

I. DEFINITIONS AND TERMS

For the purpose of this Agreement, the following terms shall have the meanings set forth below:

- A. Acceptance means that all construction work for the Project is complete, including the correction of all deficiencies to the satisfaction of DWR. Notice of Acceptance will be issued by DWR, in writing, after final inspection.
- **B.** *City Features* means the super structure and substructure of the Box Culvert Structure, Lake Perris Drive Bridge, and Evans Road Bridge. The substructure is the portion of the bridges, including the abutments, piers, retaining walls, box culvert structure, footings and piles, that supports the superstructure and distributes all bridge loads to the foundation. The superstructure consists of all parts of the bridges above the substructures, including the deck slab, approach slab, and barriers. The Channel is not part of the City Features.
- C. DWR Release means any release of water from Lake Perris by DWR.
- D. **DISTRICT Maintenance Obligations** means the routine maintenance and repair of the Project, as described in <u>Exhibits A</u> and <u>B</u>.

DWR, CITY, DISTRICT Agreement

E. *CITY Maintenance Obligations* means the routine maintenance and repair of the Project as described in Exhibits A and <u>C</u>.

F. Repair and Replace means:

- **1.** Rehabilitation and replacement of components or elements of Project as described in <u>Exhibits A</u>, <u>B</u> and <u>C</u> including major repair efforts, and non-routine maintenance and repairs to keep the Project in good and safe operating condition. This will also include repairs as a result of any DWR Release.
- 2. Those activities taken when a worn-out element or portion thereof of Channel is replaced. Various components or elements may become damaged or worn out beyond repair and may require replacement (e.g., drop inlets, flap gate, appurtenant structures). Repair and Replace efforts are expected to occur less frequently than maintenance.

II. AGREEMENT

A. RIGHTS AND RESPONSIBILITIES BEFORE CONSTRUCTION

1. DWR shall:

- a. Assume sole responsibility for design of the Project.
- b. Act as the Lead Agency pursuant to the California Environmental Quality Act (CEQA) and assume responsibility for preparation, circulation, and adoption of all required environmental documents pertaining to the construction of the Project.
- c. Secure, at its sole cost and expense, all necessary right-of-way for the PROJECT.
- d. Secure, at its sole cost and expense, all necessary environmental permits for construction of the Project.
- e. Submit the Project plans and specifications to CITY and DISTRICT for review and comment. The Parties acknowledge it is within DWR's sole and absolute discretion to accept or deny any comments. In the event that changes to Project plans and specifications are proposed for any portion of Project within DISTRICT right-of-way, DWR shall confer with DISTRICT to make certain that such changes do not conflict with or hinder DISTRICT'S ability to access and maintain its own right-of-way. The DWR and DISTRICT shall work cooperatively to resolve any such conflicts or hinderance.
- f. Provide DISTRICT and CITY with environmental monitoring or survey data required for compliance with the environmental documents and permits for the Project.

- g. Advertise, award, and administer a public works construction contract for the PROJECT at its sole cost and expense pursuant to applicable sections of the California Public Contract Code.
- h. Provide CITY and DISTRICT (Attention: Construction Management Section) with written notice that DWR has awarded a public works construction contract for the Project and a copy of the executed contract.
- i. Require DWR or its Contractor to obtain an encroachment permit from CITY for all work within CITY right of way prior to the preconstruction meeting.
- j. Schedule and conduct a preconstruction meeting with Contractor, CITY and DISTRICT (Attention: Construction Management Section). DWR shall notify CITY and DISTRICT at least fourteen (14) calendar days prior to conducting the preconstruction meeting.
- k. Furnish CITY and DISTRICT with the Contractor's construction schedule within three (3) calendar days after it is approved by DWR. The Contractor's construction schedule shall show the order and dates in which DWR's Contractor proposes to carry out the various parts of work, including estimated start and completion dates.

2. CITY shall:

- a. Review and comment on the plans and specifications for the Project within seven (7) calendar days of its receipt thereof. CITY acknowledges it is within DWR's sole and absolute discretion to accept or deny any comments.
- b. Grant DWR and Contractor's encroachment permit applications within twenty (20) calendar days of submission thereof by DWR or its Contractor for access and work within CITY right of way.
- c. Attend the pre-construction meeting at its sole cost and expense.

3. DISTRICT shall:

- a. Review and comment on the plans and specifications for the Project within seven (7) calendar days of its receipt thereof. DISTRICT acknowledges it is within DWR's sole and absolute discretion to accept or deny any comments.
- b. Attend the pre-construction meeting at its sole cost and expense.
- c. Grant DWR and its Contractor, by execution of this Agreement, the right to enter upon DISTRICT's property where necessary and convenient for the purpose of gaining access to plan and design the Project.

B. RIGHTS AND RESPONSIBILITIES DURING CONSTRUCTION

DWR, CITY, DISTRICT Agreement

1. DWR shall:

- a. Assume sole responsibility for the construction of the Project.
- **b.** Provide CITY and DISTRICT with the Contractor's construction schedule prior to the start of work and updated schedules as the construction progresses.
- c. Construct the Project at DWR's sole cost and expense.
- **d.** Inspect the Project and pay all costs associated therewith, except for the costs of CITY and DISTRICT to participate in such inspections.
- e. Access CITY and DISTRICT's property solely for the construction and inspection of the Project.
- **f.** Include and confer with CITY in substantive meetings and/or decisions that may affect the construction schedule of the City Features.
- **g.** Provide electronic copies to CITY of all draft change orders related to the City Features for review and comment. CITY shall provide comments via email within seven (7) calendar days of receipt to the CITY engineer. DWR agrees that any comments provided by the CITY shall not be unreasonably rejected and that DWR will confer with CITY regarding any rejected comments. CITY and DWR agree to work cooperatively to resolve any comments without unreasonable delay.
- h. Provide electronic copies to DISTRICT (Attention: Construction Management Section) of all draft change orders related to the Channel for review and comment. DISTRICT shall provide comments via email within seven (7) calendar days of receipt. DISTRICT acknowledges it is within DWR's sole and absolute discretion to accept or deny any comments. In the event that changes to the Channel are proposed, DWR shall confer with DISTRICT to make certain that such changes do not conflict with or hinder DISTRICT'S ability to access and maintain Channel. DWR and DISTRICT shall work cooperatively to resolve any such conflicts or hindrance.
- i. Comply with all environmental documents and permits required for construction of the Project, including, but not limited to, all mitigation measures in the final CEQA document and permit measures required by environmental regulatory authorities.
- j. Obtain all environmental permits required to maintain the Channel after construction, which may include, but are not limited to, a Clean Water Act Section 404 permit from the United States Army Corps of Engineers, a Clean Water Act Section 401 water quality certification from the Regional Water Quality Control Board, and a Streambed Alteration Agreement from California Department of Fish and Wildlife. Permits will list the DWR as the Permittee. These initial permits will be secured for the longest term allowed by the regulatory agencies. DWR

shall seek DISTRICT input prior to obtaining the environmental permits, including input on the means and methods of maintenance work performed after the Project is completed. DISTRICT acknowledges it is within DWR's sole and absolute discretion to accept or deny any input.

- **k.** Coordinate with CITY regarding developing traffic plans including, but not limited to, signal timing, road closures, and maintain effective communication to keep CITY and public aware of traffic impacts.
- I. Coordinate with CITY regarding planting, landscaping, and transfer of maintenance responsibilities from DWR to CITY.
- m. Coordinate with CITY regarding drainage and storm water pollution Plans. DWR shall assure that, contractually, the Contractor is responsible for performing construction to maintain drainage within the Project area including handling up to 10-year storm events.
- **n.** Coordinate with CITY regarding impacts from construction activities including noise and dust control.
- Repair any damage to CITY's or DISTRICT's property, for damage proximately caused by DWR or its Contractor, within a reasonable amount of time based on the circumstances.
- p. Provide CITY and DISTRICT with written notice that Project construction is substantially complete within two (2) weeks of completion of construction of the Project and request CITY and DISTRICT participate in the final inspection of the Project. DWR has sole discretion whether to act upon any comments provided by CITY or DISTRICT relating to such inspection.

2. <u>CITY shall</u>:

- **a.** Notify DWR in writing within seven (7) calendar days of any use or condition of the Project by DWR or its Contractor that is not in conformity with this Agreement, or the plans and specifications.
- **b.** At its own sole cost and expense, provide occasional inspection for the work associated with the City Features to ensure that work is in conformance with the plans and specifications.
- c. At its own sole cost and expense, review draft change orders for the City Features. CITY shall provide comments via email within seven (7) calendar days of receipt. DWR agrees that any comments provided by the CITY shall not be unreasonably rejected and that DWR will confer with CITY regarding any rejected comments. CITY and DWR agree to work cooperatively to resolve any comments without unreasonable delay.
- **d.** At its own sole cost and expense, participate in the final inspection of the Project with DWR upon receipt of DWR's written notice that the

Project construction is substantially complete.

e. Grant DWR and Contractor's encroachment permit applications, within twenty (20) calendar days after submission for access and construction on CITY property the term of which shall extend until construction is complete.

3. DISTRICT shall:

- a. Access DWR's property solely for the inspection of the Channel with DWR. No changes shall be made by DISTRICT in the use of DWR's property without DWR's prior written approval.
- **b.** Provide any comments in writing to DWR's designated project engineer, who shall be solely responsible for all communications with the Contractor. DISTRICT acknowledges it is within DWR's sole and absolute discretion to accept or deny any comments.
- **c.** Grant DWR and Contractor, by execution of this Agreement, the right to enter upon property owned or controlled by DISTRICT where necessary and convenient for the purpose of gaining access to and constructing the Project.
- **d.** Notify DWR in writing of any use or condition of the Project that is not in conformity with this Agreement or if the plans and specifications impair DISTRICT's ability to inspect and maintain Channel.
- e. At its own sole cost and expense, review all draft change orders related to the Channel for review and comment. DISTRICT shall provide comments via email within seven (7) calendar days of receipt. DISTRICT acknowledges it is within DWR's sole and absolute discretion to accept or deny any comments.
- **f.** At its own sole cost and expense, participate in the final inspection of the Project with DWR.
- **g.** Assume no responsibility, obligation, or liability whatsoever, for DWR's design and construction of Channel.

C. RIGHTS AND RESPONSIBILITIES AFTER CONSTRUCTION.

1. DWR shall:

- a. Provide CITY and DISTRICT with a copy of DWR's Acceptance of the Project.
- **b.** Provide CITY and DISTRICT with as-built drawings.
- **c.** Transfer ownership of the City Features to CITY upon DWR's Acceptance of the Project and prompt recordation of <u>Exhibit D</u> previously executed by CITY and delivered to DWR concurrently with this Agreement. The transfer agreement is attached as <u>Exhibit D</u> and

by this reference incorporated herein. After the transfer, CITY will own the City Features and shall thereafter be responsible for the maintenance, repair and replacement of the City Features.

- d. Transfer DISTRICT Maintenance Obligations to DISTRICT upon DWR's Acceptance of the Project and after DWR has obtained all environmental documents and permits needed to perform maintenance of the Project.
- e. Transfer CITY Maintenance Obligations to CITY upon DWR's Acceptance of the Project.
- f. Grant to CITY the easement attached as Exhibit D, which is attached hereto and by this reference incorporated herein, for the purpose of CITY's reasonable and necessary access to the City Features located on DWR property.
- **g.** Allow CITY and DISTRICT, by execution of this Agreement, access to Project areas for their respective maintenance responsibilities as outlined in Exhibits A, B and C, respectively.
- Not substantially change the Channel design or hinder DISTRICT's h. ability to perform its maintenance work. In the event that changes to the Channel are made, DWR shall confer with DISTRICT to make certain that such changes do not conflict with or hinder DISTRICT'S ability to access and maintain Channel. The DWR and DISTRICT shall work cooperatively to resolve any such conflicts or hinderance. If at any time, DISTRICT believes DWR caused or approved modifications to the Channel, the DISTRICT shall provide written notice to DWR within twenty (20) calendar days of discovering the modification. If the modification, in the sole reasonable judgment of DISTRICT's General Manager - Chief Engineer, (i) adversely impacts the function of Channel, and/or (ii) is not compatible with, or unreasonably impedes, DISTRICT's ability to perform any and all necessary DISTRICT Maintenance Obligations, DWR shall work cooperatively with DISTRICT to eliminate or resolve the modifications. Should the modifications not be eliminated or resolved within forty-five (45) calendar days after written notification to DWR, then DISTRICT shall have the right to suspend DISTRICT's obligations under this Agreement until such time DWR provides written notification to DISTRICT that the modification has been eliminated or resolved.
- i. Waive any claim against CITY and DISTRICT for damage to the Project resulting from CITY or DISTRICT's respective Maintenance Obligations, except damages resulting from CITY's or DISTRICT's negligence or willful misconduct. This waiver includes any natural calamity, act of God, or DWR Release.
- j. At its sole cost and expense, be responsible to Repair and Replace the

Project except for City Features which is the sole responsibility of CITY. This includes any damages to the Channel resulting from any cause beyond the control of DISTRICT, such as a natural calamity, act of God, or DWR Release.

- k. At its sole cost and expense, be responsible to maintain all elements of the Project not identified in <u>Exhibits A</u>, <u>B</u>, and <u>C</u>, as either CITY or DISTRICT Maintenance Obligations.
- I. At its sole cost and expense, be responsible to Repair and Replace elements of the Project.
- **m.** At its sole cost and expense, attend the annual joint inspection with DISTRICT (Attention: Operations Engineering) and CITY.
- **n.** Consult with the DISTRICT (Attention: Operations Engineering) on the means and methods of maintenance for the purposes of environmental permit applications.
- **o.** Conduct environmental surveys, monitoring, and reporting associated with the environmental documents and permits for maintenance of the Channel until the environmental permits expire or are transferred to the DISTRICT.
- p. If requested by DISTRICT, transfer environmental permits for maintenance of the Channel prior to the expiration of each permit term. Otherwise, the DISTRICT shall obtain new environmental permits coverage prior to the existing environmental permits expiring.
- **q.** Secure, at its sole cost and expense, all necessary environmental permits for maintenance of the underdrain and any repairs.
- r. Upon Acceptance, DWR hereby assigns to the CITY any guarantees and warranties applicable to the City Features, including the right to enforce that portion of the guarantee specified in Document 00704, Paragraph 7 of the construction contract specifications relating to the City Features only.

2. CITY shall:

- a. Take ownership of the City Features from DWR upon receipt of DWR's Acceptance of the Project and recordation of <u>Exhibit D</u>. CITY shall be responsible for all maintenance, repairs, upgrades, and replacement of the City Features and shall release DWR and its officers, directors, agents, and employees from any liability associated with City Features. Further, CITY shall indemnify and hold DWR and its officers, directors, agents and employees harmless for any and all claims related to the City Features.
- b. Accept sole responsibility for maintenance areas identified in <u>Exhibit A</u> and described in <u>Exhibit C</u> upon receipt of DWR's Acceptance of the Project.

- c. Furnish all labor, materials, equipment, and other incidental and appurtenant work to perform services indicated herein. Equipment shall include, but not be limited to, backhoes, loaders, dump trucks, mowing and other mechanical equipment as necessary to perform all maintenance work indicated herein.
- d. Remove and dispose offsite all debris including vegetation, sediment, and trash.
- e. At its sole cost and expense, attend the annual joint inspection with DISTRICT (Attention: Operations Engineering) and DWR.

3. DISTRICT shall:

- Accept sole responsibility for maintenance areas identified in <u>Exhibit A</u> and described in <u>Exhibit B</u>, upon receipt of DWR's Acceptance of the Project and after all initial environmental permits are obtained by DWR. DISTRICT is not required to maintain any features beyond those shown in <u>Exhibit A</u>.
- **b.** Assume no responsibility, obligation or liability whatsoever, for the design or construction of the Project.
- c. Secure all necessary subsequent environmental permits or programmatic agreements for DISTRICT's ongoing maintenance of the Channel prior to the expiration of the environmental permits for maintenance of the Channel obtained by DWR. Environmental permits obtained by DWR may be transferred to DISTRICT prior to expiration if requested by DISTRICT.
- **d.** Comply with all environmental documents and permits required for DISTRICT's maintenance of the Project, including mitigation measures in the final CEQA document and permit measures required by environmental regulatory agencies.
- e. In the event that any environmental permits, including any subsequent renewal or amendments thereto, unreasonably impede DISTRICT's ability to perform maintenance activities for the Channel, DISTRICT shall provide written notice to DWR identifying what specific maintenance responsibilities it is unable to perform, and it shall work with DWR in good faith to resolve disputes concerning the continued maintenance responsibilities.
- f. Remove and dispose offsite all debris including vegetation, sediment, and trash. Mowed vegetation cuttings will remain onsite. DISTRICT may use sediment for slope and erosion repairs when allowed under the provisions of the environmental permits.
- **g.** Notify DWR immediately of items that jeopardize the hydraulic performance and maintenance of Channel. This could include concrete

surface deterioration and cracks, or anything else that could affect the operation of the Channel. Notify DWR Operation and Maintenance Southern Field Division Area Control Center (ACC) @ 661-944-8600.

- h. Furnish all labor, materials, equipment, and other incidental and appurtenant work to perform services outlined in Exhibit B. Equipment shall include, but not be limited to, backhoes, loaders, dump trucks, mowing and other mechanical equipment as necessary to perform all maintenance work outlined in Exhibit B.
- i. At its sole cost and expense, attend the annual joint inspection with DWR and CITY.

D. MUTUAL RIGHTS AND RESPONSIBILITIES. It is further mutually agreed:

1. Self-Insurance. Without limiting or diminishing each Party's obligation to indemnify or hold the other harmless as required with this Agreement, CITY, DISTRICT, and DWR acknowledge that as public agencies, the Parties shall maintain insurance or a program of self-insurance that reasonably protects their respective operations. Each Party shall maintain and cover the cost of its own programs of insurance or self-insurance. This provision shall not apply to the Contractor and insurance it is required to be maintained under the contract.

2. <u>Mutual Indemnity</u>.

- a. Indemnification by DWR. DWR agrees to and shall indemnify, and hold harmless CITY and DISTRICT, 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 DWR or its agents, employees, contractors, subcontractors, or invitees in the performance of DWR'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 CITY and/or DISTRICT. DWR shall give CITY and DISTRICT notice of any suit or proceeding possibly entitling CITY and/or DISTRICT to indemnification pursuant to this paragraph and DWR shall indemnify CITY and/or DISTRICT in such suit or proceeding with counsel reasonably acceptable to CITY and/or DISTRICT.
- b. Indemnification by City. CITY agrees to and shall indemnify, and hold harmless DWR and DISTRICT, 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 CITY or its agents, employees, contractors, subcontractors, or invitees in the performance of CITY'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 DWR and/or DISTRICT. CITY shall give DWR and DISTRICT notice of any suit or proceeding possibly entitling DWR and/or DISTRICT to indemnification pursuant to this paragraph and CITY shall pay the attorney fees and other defense costs of DWR and/or DISTRICT in such suit or proceeding with counsel reasonably acceptable to DWR and/or DISTRICT.

- c. Indemnification by District. DISTRICT agrees to and shall indemnify, and hold harmless CITY and DWR, 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 DISTRICT or its agents, employees, contractors, subcontractors, or invitees in the performance of DISTRICT'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 CITY and/or DWR. DISTRICT shall give CITY and DWR notice of any suit or proceeding possibly entitling CITY and/or DWR to indemnification pursuant to this paragraph and DISTRICT shall pay the attorney fees and other defense costs of CITY and/or DWR in such suit or proceeding with counsel reasonably acceptable to CITY and/or DWR.
- 3. Waivers. Any waiver or breach by CITY, DISTRICT or by DWR of any of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof. Failure on the part of CITY, DISTRICT, or DWR to require exact, cull and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or estopping CITY, DISTRICT, or DWR from enforcement hereof.
- 4. **Partial Invalidity.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way.
- 5. **Applicable Law.** This Agreement is to be upheld in accordance with the laws of the State of California.
- 6. Notice. Any, and all, notices sent or required to be sent to the Parties of this Agreement will be sent via electronic mail and mailed by First class mail, postage prepaid, to the following addresses:

CITY:

City of Perris 101 North D Street Perris, CA 92570 Attn: Public Works Department Engineering Administration John Pourkazemi, City Engineer email: jpourkazemi@cityofperris.org

With copy to:

City of Perris 101 North D Street Perris, CA 92570 City Manager email: <u>cmiramontes@cityofperris.org</u>

With copy to:

City of Perris 101 North D Street Perris, CA 92570 Robert Khuu. City Attorney email: <u>rkhuu@AWattorneys.com</u>

DISTRICT:

Riverside County Flood Control & Water Conservation District 1995 Market Street Riverside, CA 92501 Attn: Chief of Planning email: <u>amart@rivco.org</u>

7. Venue. Any action at law or in equity brought by any 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 hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.

- 8. Attorney's Fees. If any action is instituted to interpret or enforce any of the provisions of this Agreement, the Party prevailing in such action shall be entitled to recover from the other Parties reasonable attorney's fees and costs of such suit (including both prejudgment and post judgment fees and costs) as determined by the court as part of the judgment.
- 9. Compliance with applicable laws. Each Party shall comply with all statutes,

Department of Water Resources Attn: WenYan Chen (Division of Engineering) (Mailbox #6) P.O. Box 942836 Sacramento CA 94236-0001

Packages/Parcels (USPS and non-

<u>USPS</u>) - (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: WenYan Chen (Div. of Engineering) (Mailbox #6) 715 P Street Sacramento CA 95814 WenYan.Chen@water.ca.gov regulations, and ordinances appliable to its conduct and activities.

- **10. Binding on Successors.** This Agreement and all of the covenants and conditions hereof shall be binding upon and inure to the benefit of the successors, legal representatives, and assigns of DWR, CITY, and DISTRICT to the same extent and effect as the same are binding upon and inure to the benefit of the Parties hereto.
- **11. 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 refuse entering into this Agreement.
- 12. Transfer. This Agreement and the conditions granted herein are personal to CITY and DISTRICT. CITY or DISTRICT shall not assign or transfer whether voluntary or involuntary this Agreement in whole or in part, or permit any other person or entity to use the rights or privileges hereby conveyed, without the prior written consent of DWR, which may be withheld in DWR's sole and absolute discretion. Any attempted act in violation of this section shall be void and without effect and give DWR the right to immediately terminate this Agreement.
- **13. Incorporation.** This Agreement is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter thereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith.
- **14. Amendment.** This Agreement may only be changed or modified only in writing and executed by all Parties hereto.
- **15. No Third Party**. The provisions of this Agreement are solely for the benefit of the Parties and not for the benefit of any third party, and accordingly, no third party(ies) shall have the right to enforce the provisions of this Agreement. This limitation shall not apply to a maintenance district formed by CITY.
- **16. Recordation.** DWR may record or permit to be recorded in the official records of Riverside County, any memorandum of this Agreement, or any other document giving notice of the existence of the Agreement of the conditions granted hereby but shall promptly provide a copy of such recorded document to both CITY and DISTRICT.
- **17. Counterpart Execution.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken

together shall constitute one and the same instrument.

- Electronic Signatures. Each Party of this Agreement agrees to the use of 18. 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 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.
- **19. Exhibits.** The following exhibits are attached hereto and incorporated herein by reference.

Exhibit A: Project Site Plan, General Plan Views, Typical Section, Channel Underdrain, and Landscape Drawings

Exhibit B: DISTRICT Maintenance Obligation

Exhibit C: CITY Maintenance Obligation

Exhibit D: Transfer of Ownership of Structures and Grant of Permanent Easements

IN WITNESS WHEREOF, the Parties duly authorized representatives hereto have executed this Agreement.

[Signature Provisions for Each Party on Following Pages]

Signature Page for the DWR

DEPARTMENT OF WATER RESOURCES

By: <u>Pak Bu</u> Dale Brown, Manager **Division of Engineering**

By: <u>Brlizad Soltanzadeli</u> Behzad Soltanzadeh, Manager **Division of Operations and Maintenance**

Dated: <u>October 31</u>, 2024

APPROVED AS TO FORM:

By: <u>kyle Muteff</u> Kyle Muteff

Attorney

DWR, CITY, DISTRICT Agreement

-

Signature Page for the CITY

CITY OF PERRIS, a municipal corporation

Ву_____

CLARA MIRAMONTES City Manager

Dated: _____, 2024

APPROVED AS TO FORM:

ATTEST:

ALESHIRE & WYNDER, LLP

Ву_____

Ву_____

ROBERT KHUU City Attorney NANCY SALAZAR, CMC City Clerk

Signature Page for DISTRICT

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

(to be filled in by the Clerk of the Board)

RECOMMENDED FOR APPROVAL:

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

Bv

JASON E. UHLEY General Manager-Chief Engineer

By regel

RAKEN SPIEGEL, Chair Board of Supervisors, Riverside County Flood Control and Water Conservation District

APPROVED AS TO FORM:

ATTEST:

KIMBERLY RECTOR

Clerk of the Board

MINH C. TRAN County Counsel

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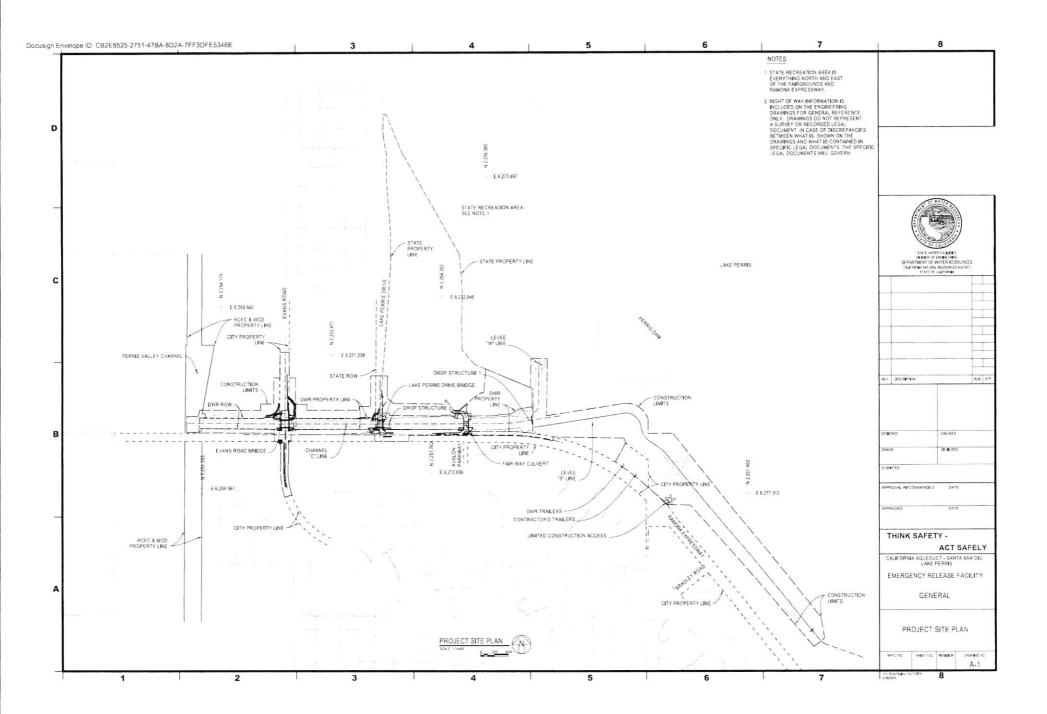
KRISTINE BELL-VALDEZ Supervising Deputy County Counsel

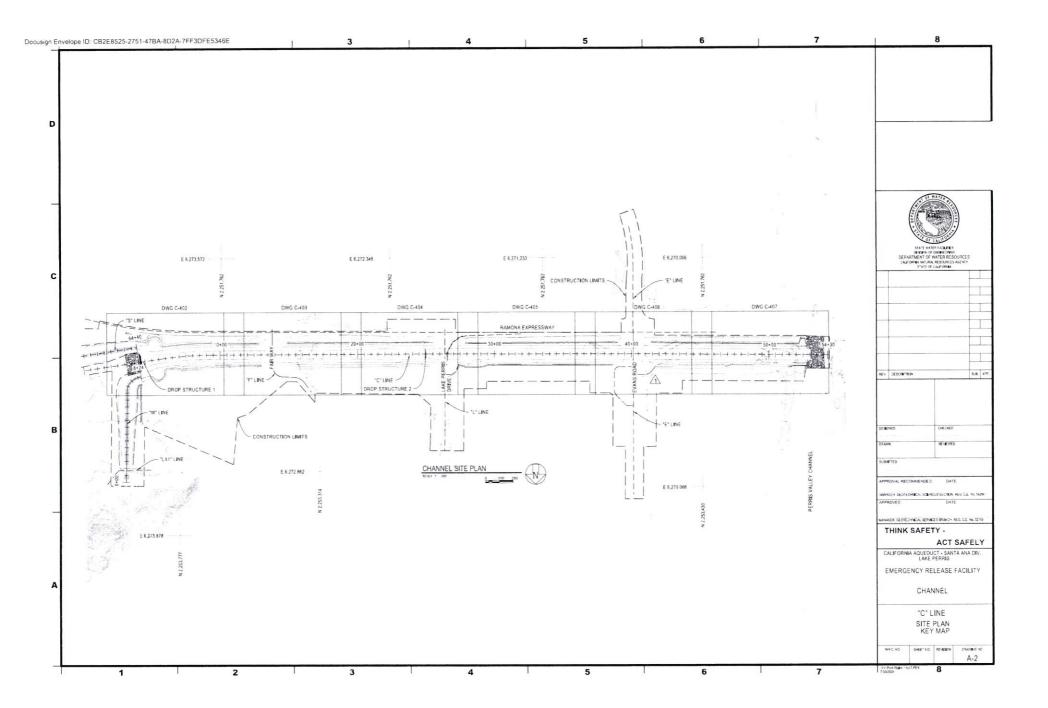
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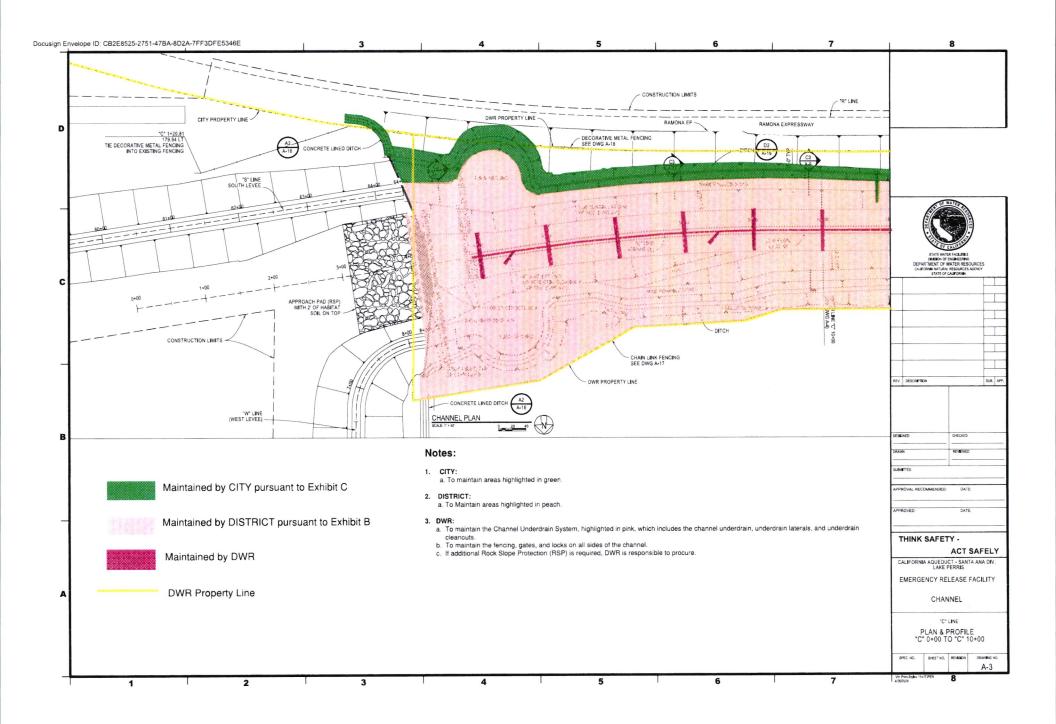
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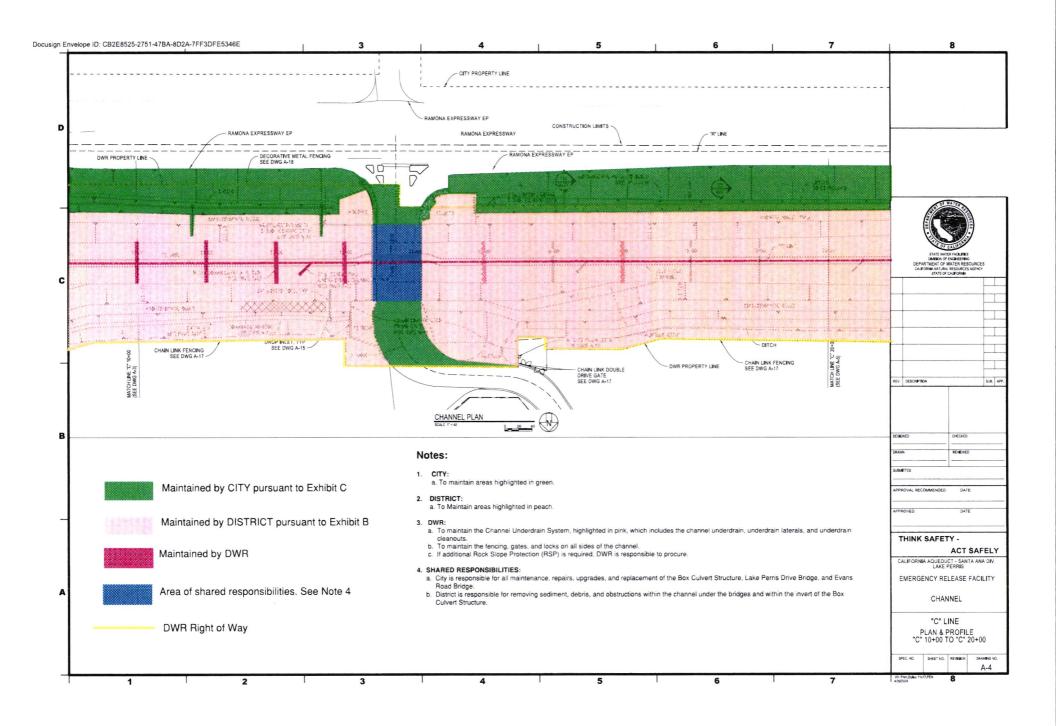
Exhibit A

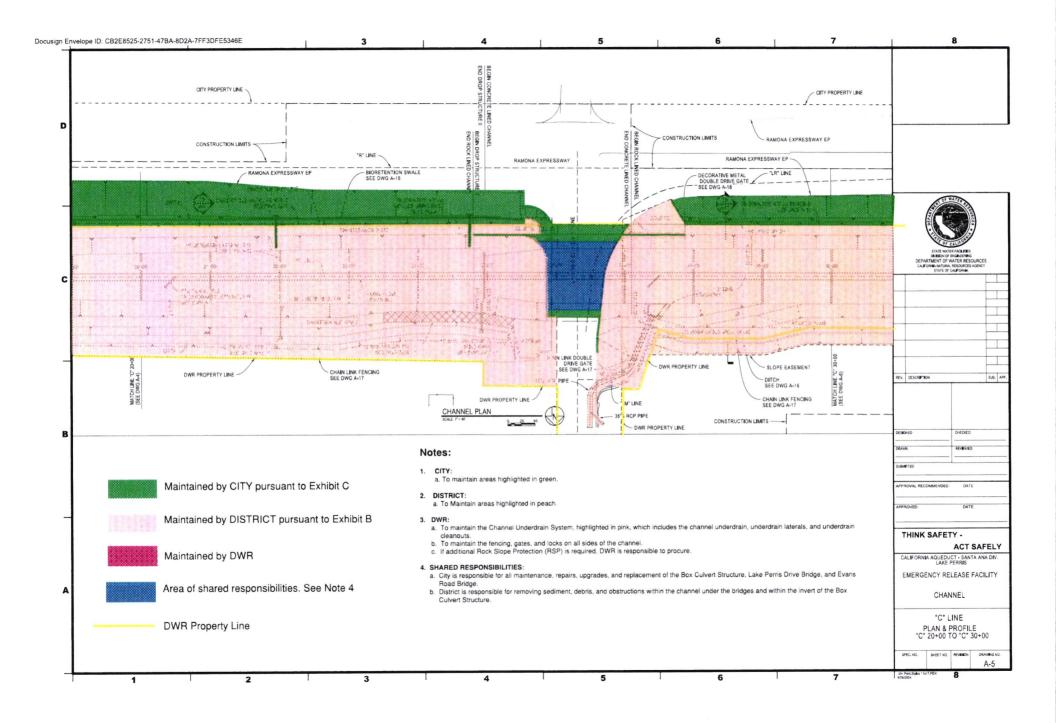
Project Site Plan, General Plan Views, Typical Section, Channel Underdrain, and Landscape Drawings

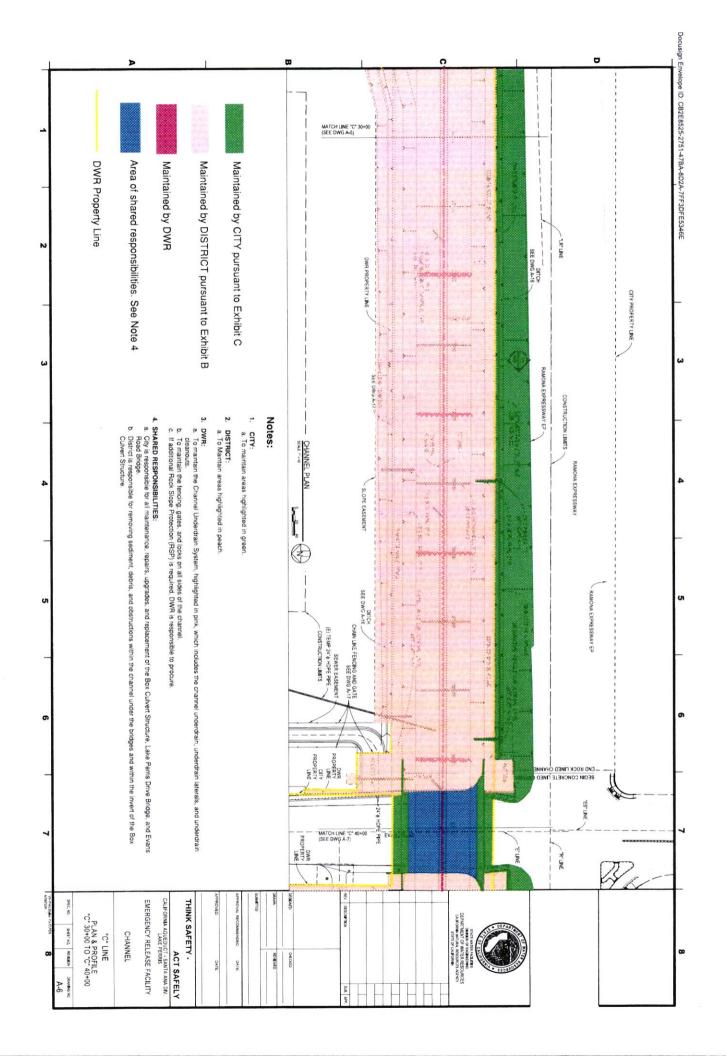


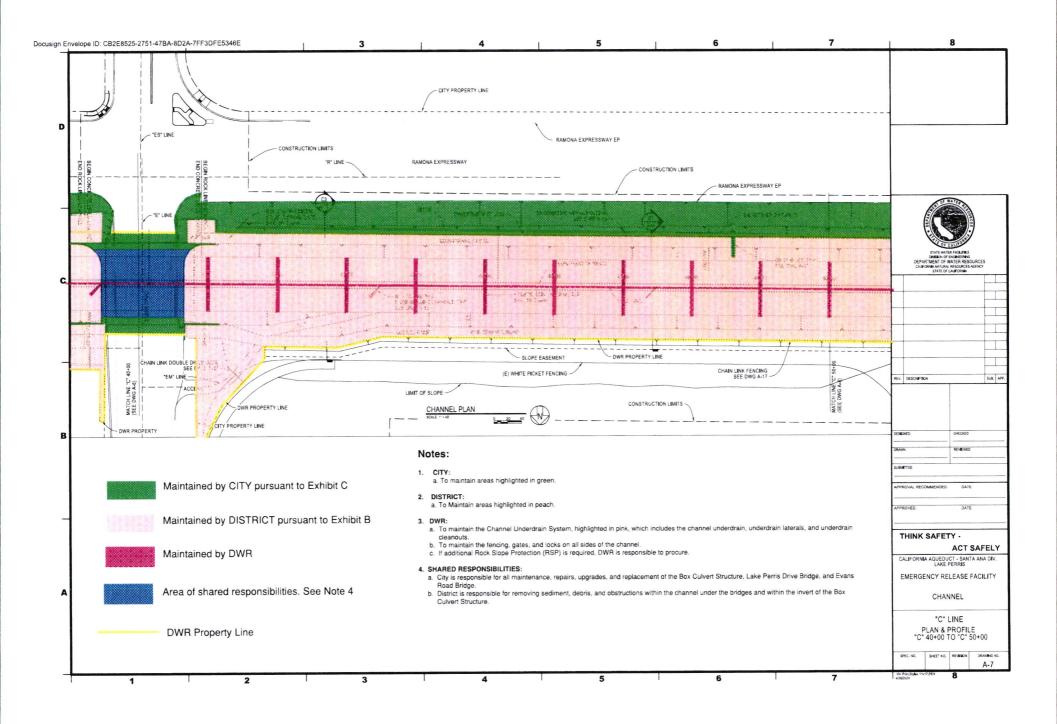


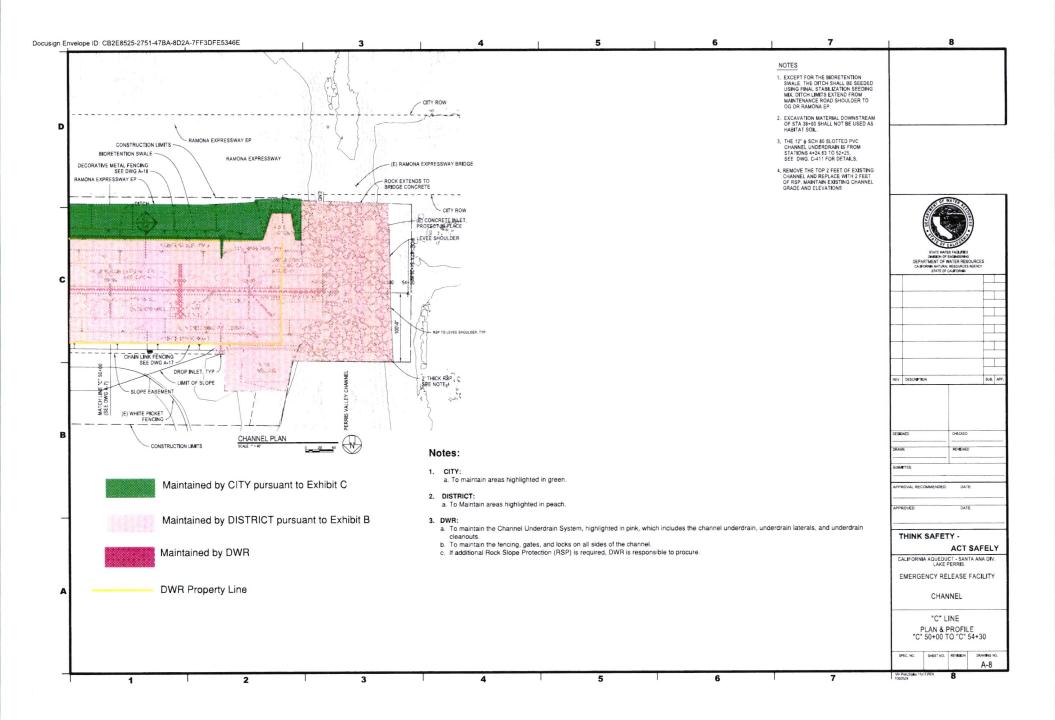


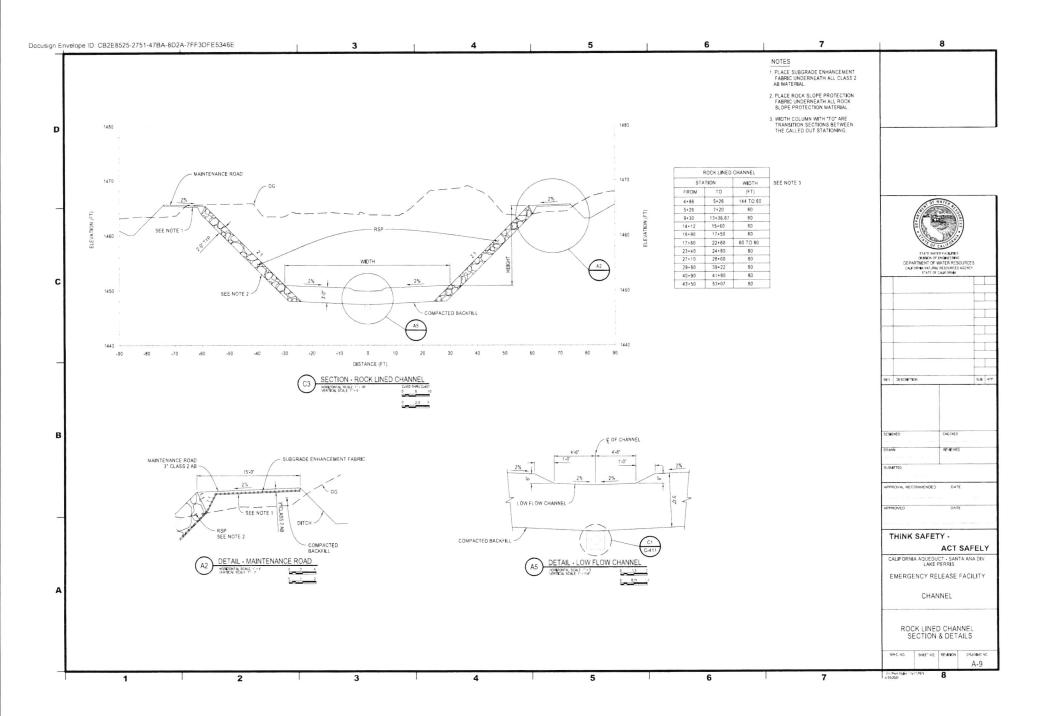


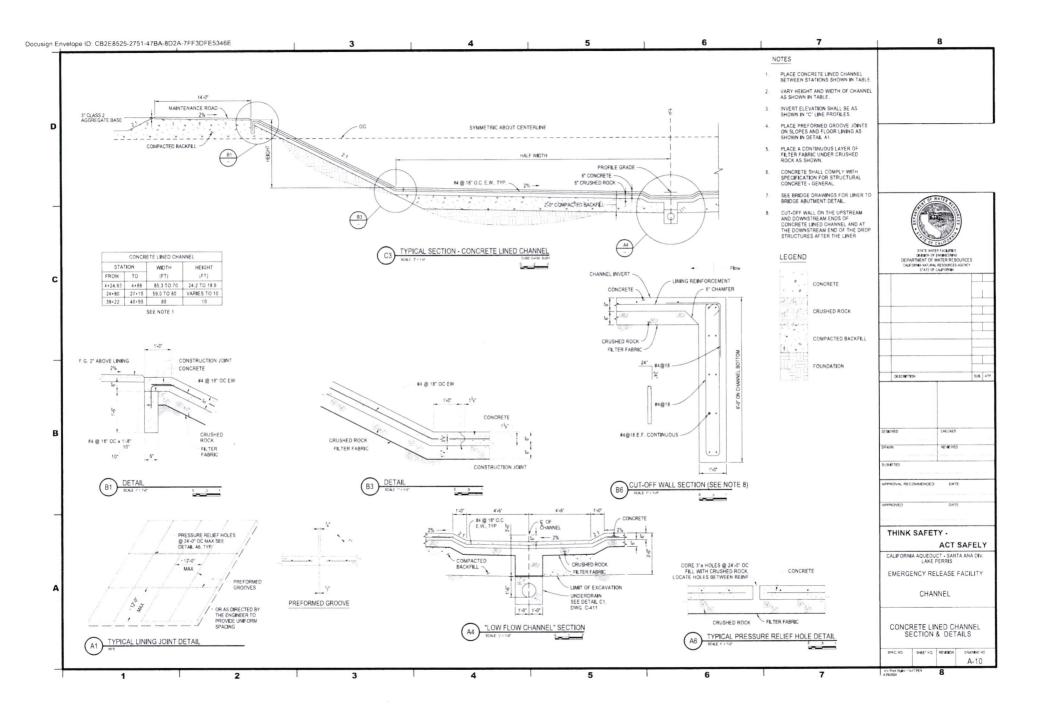


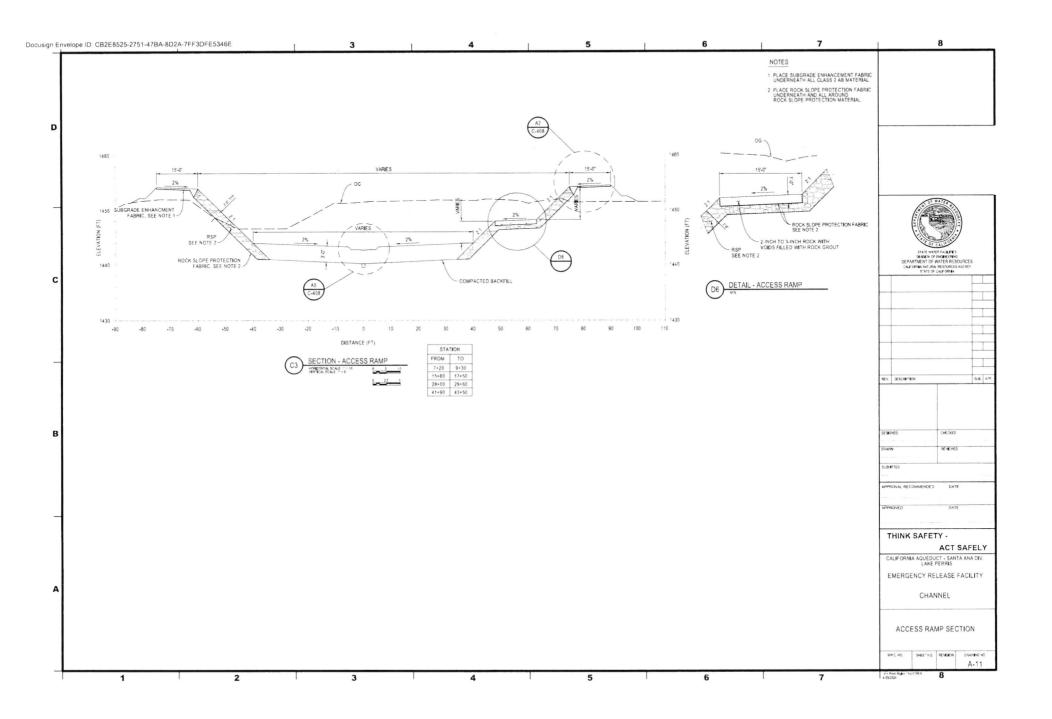


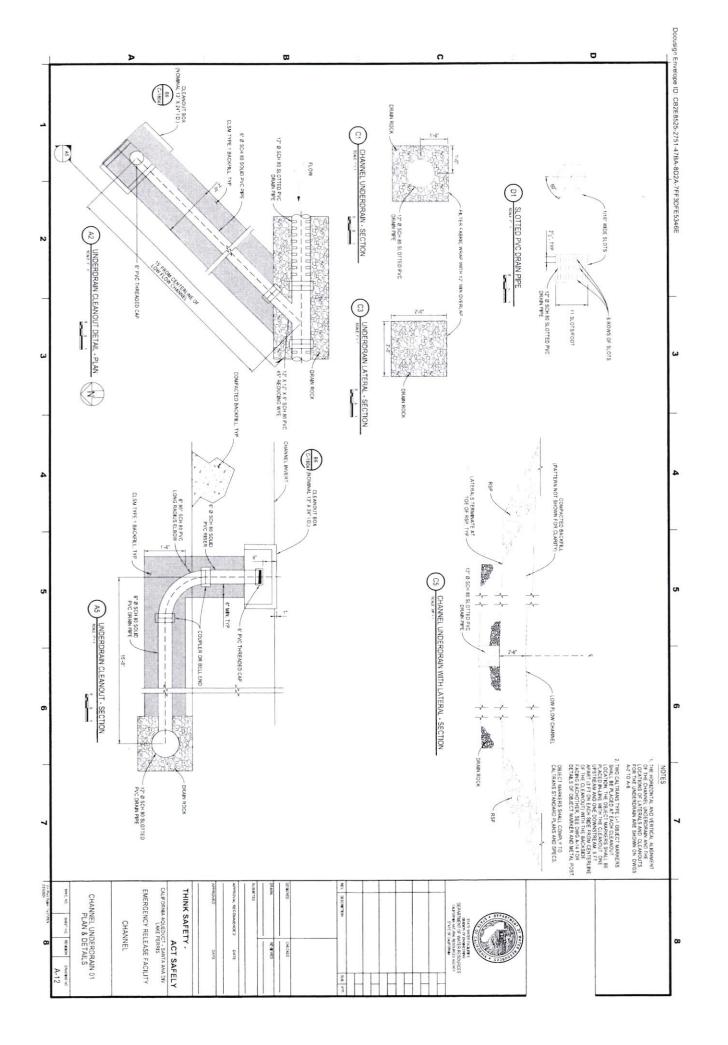


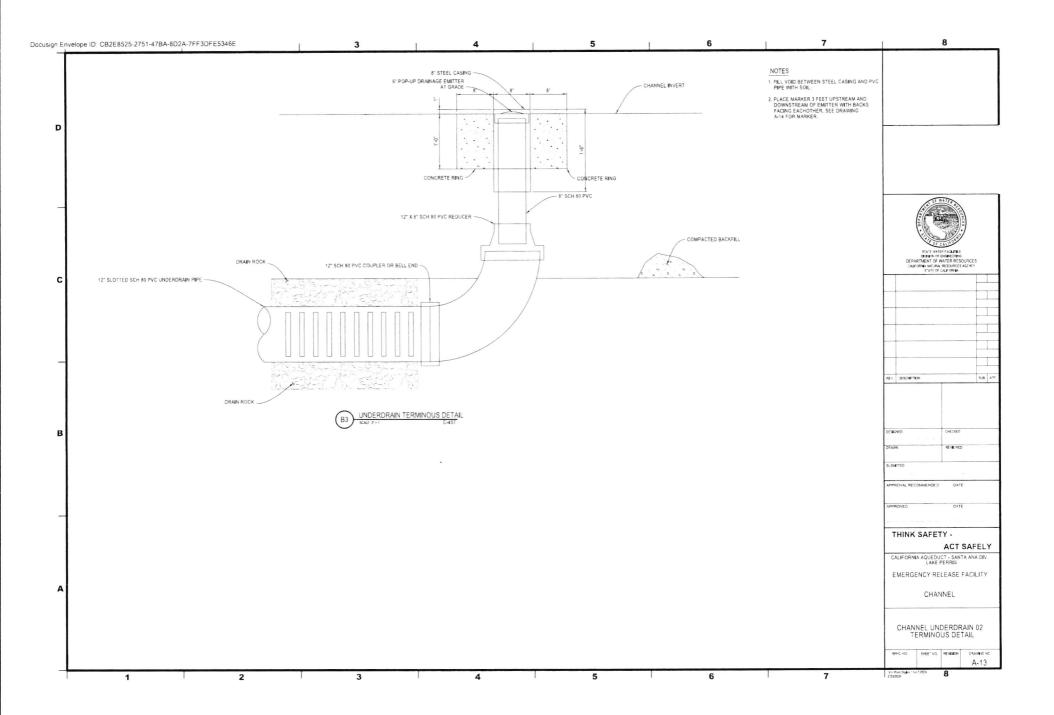


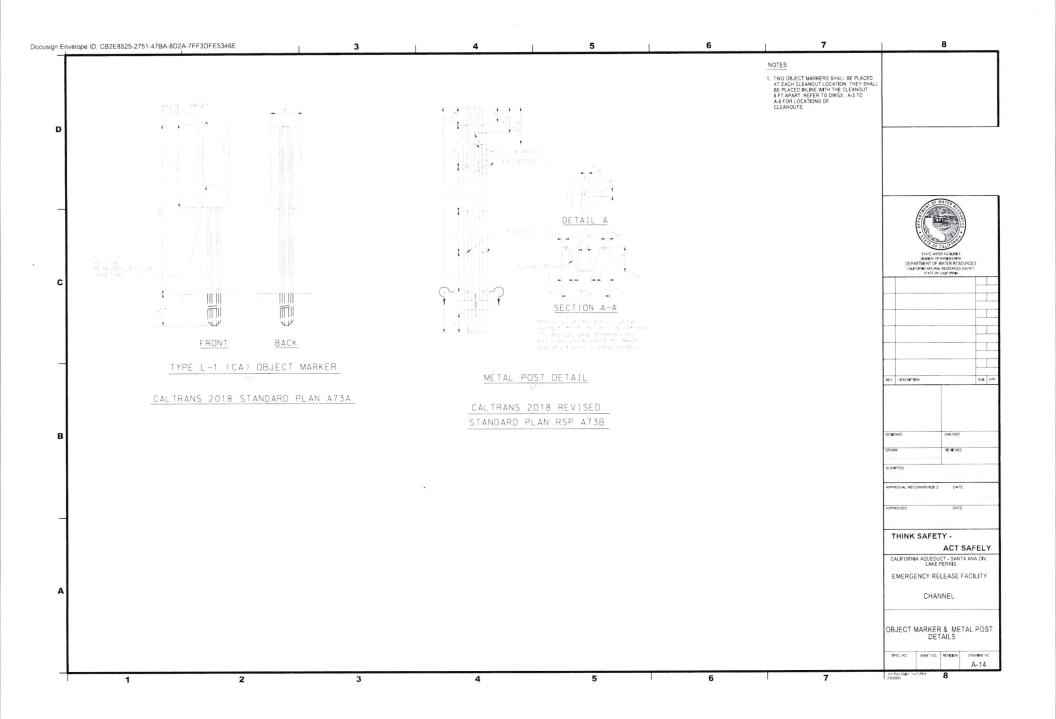


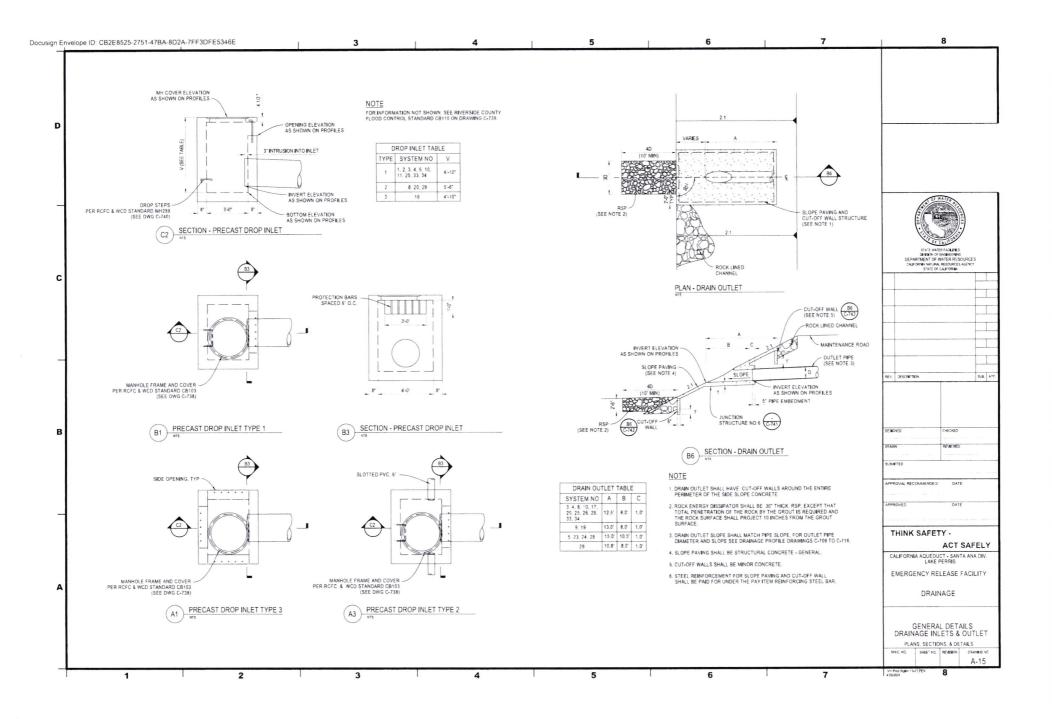


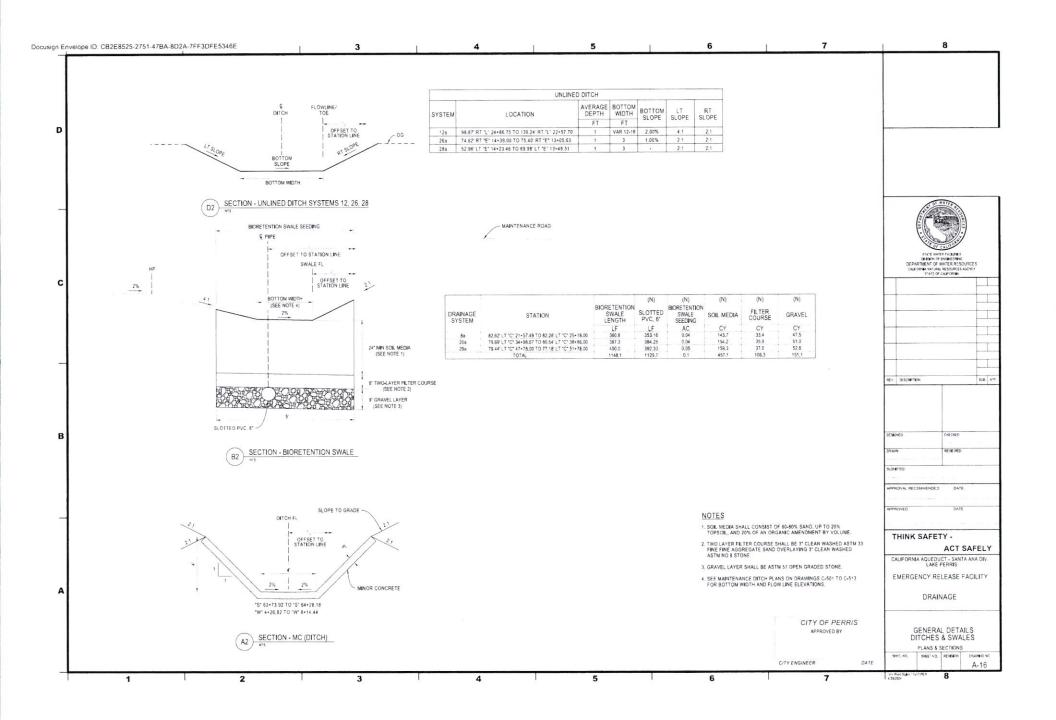


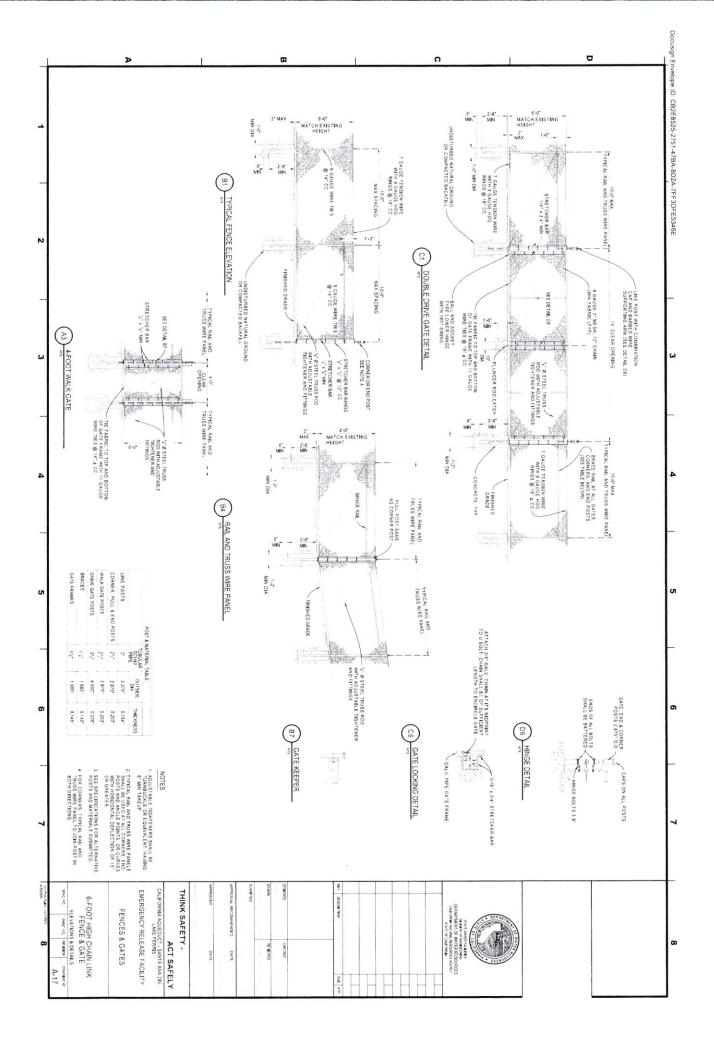


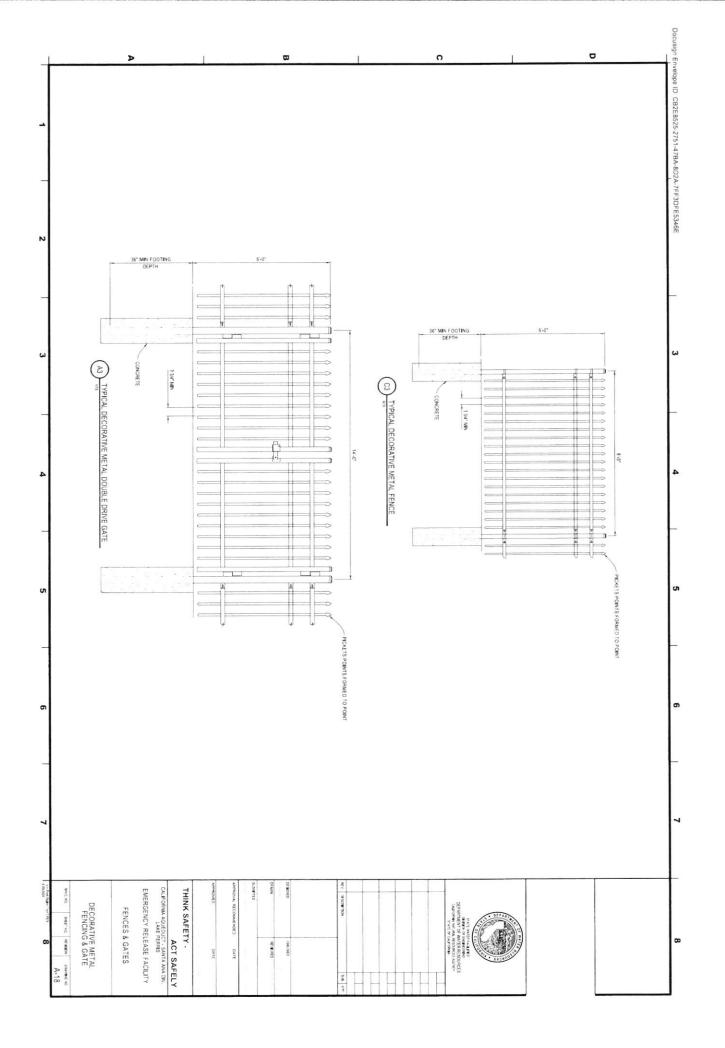


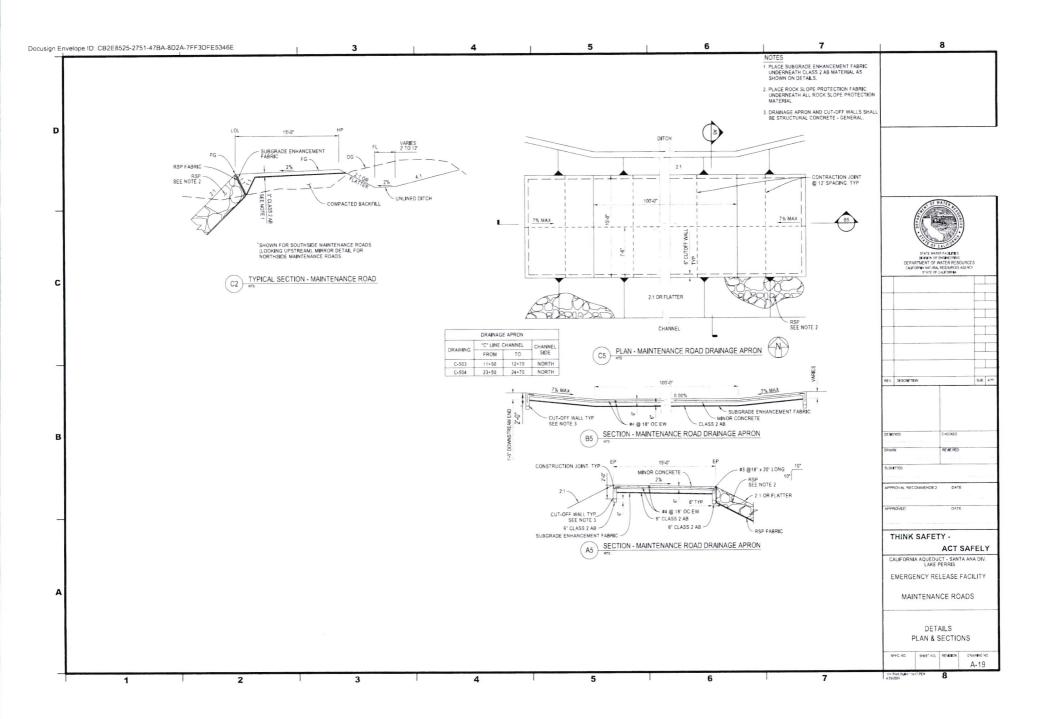


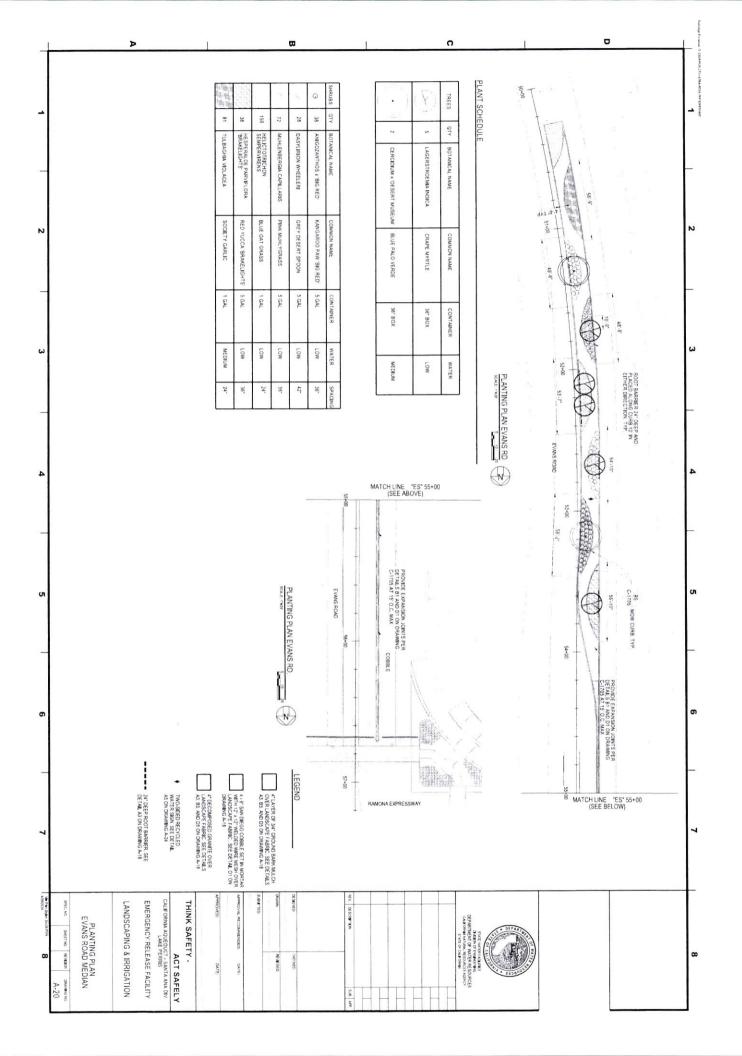


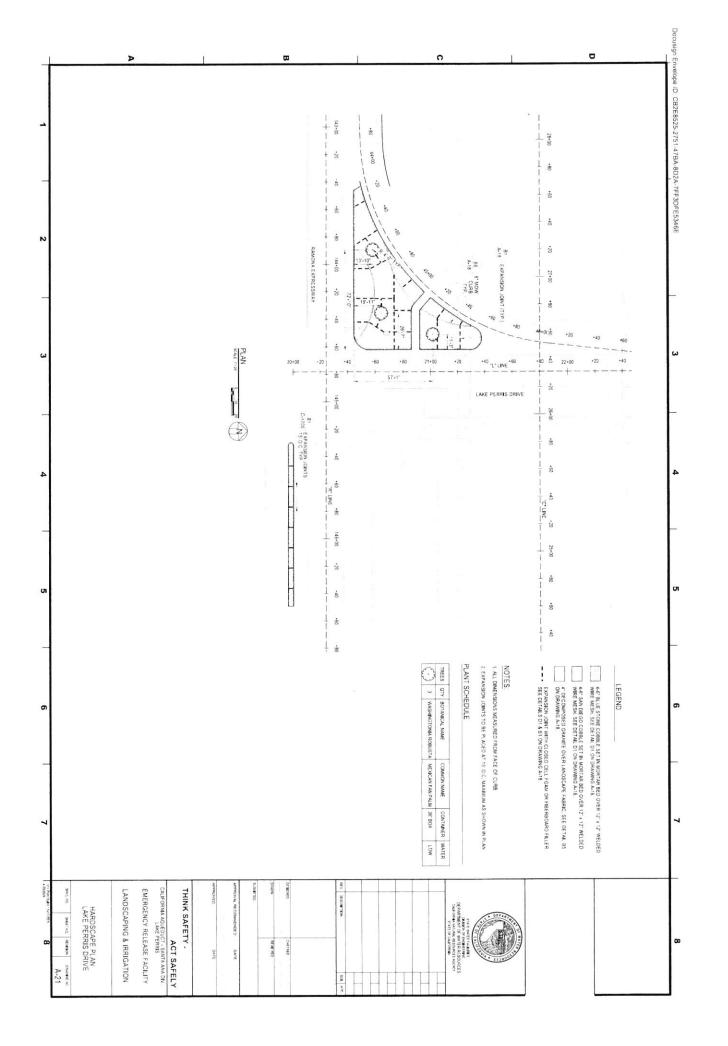


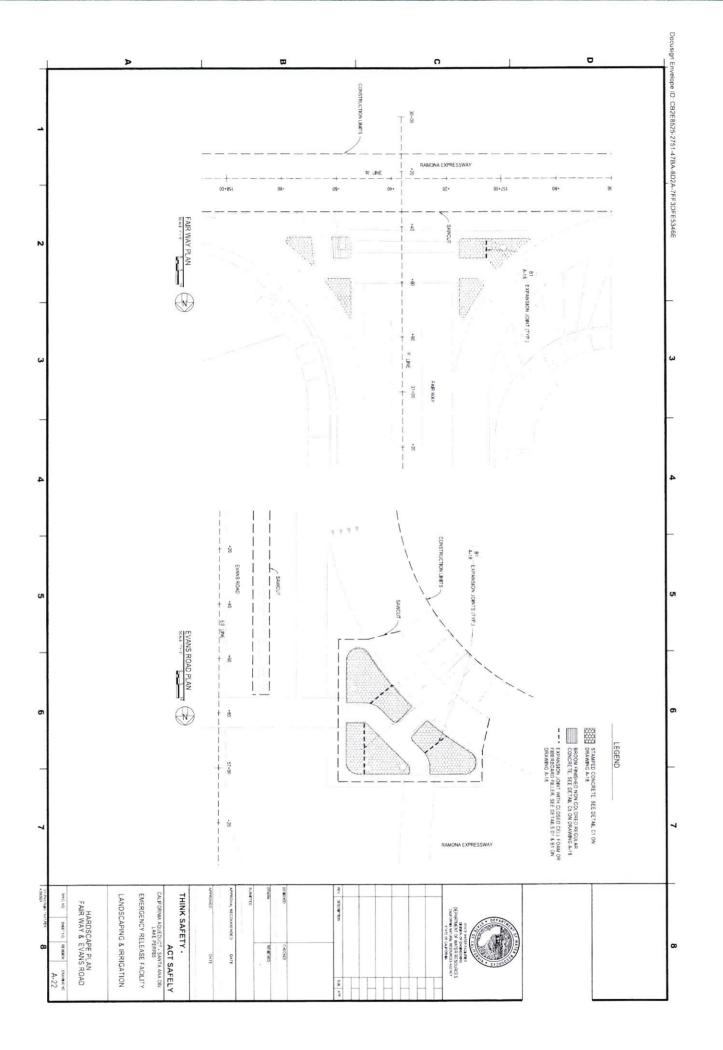


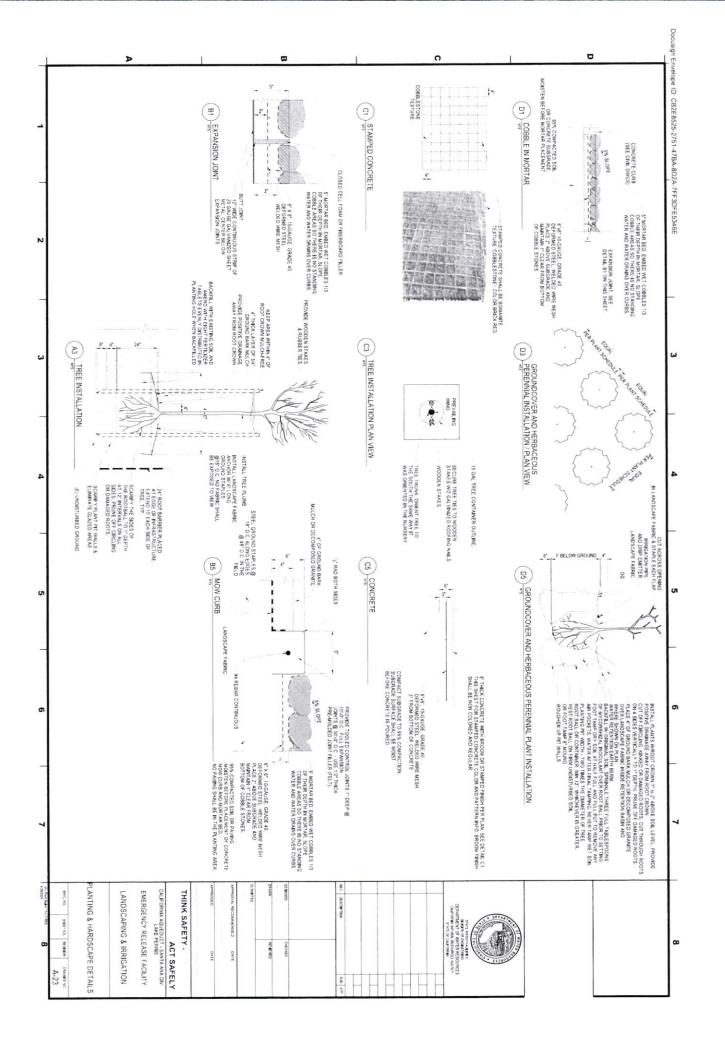




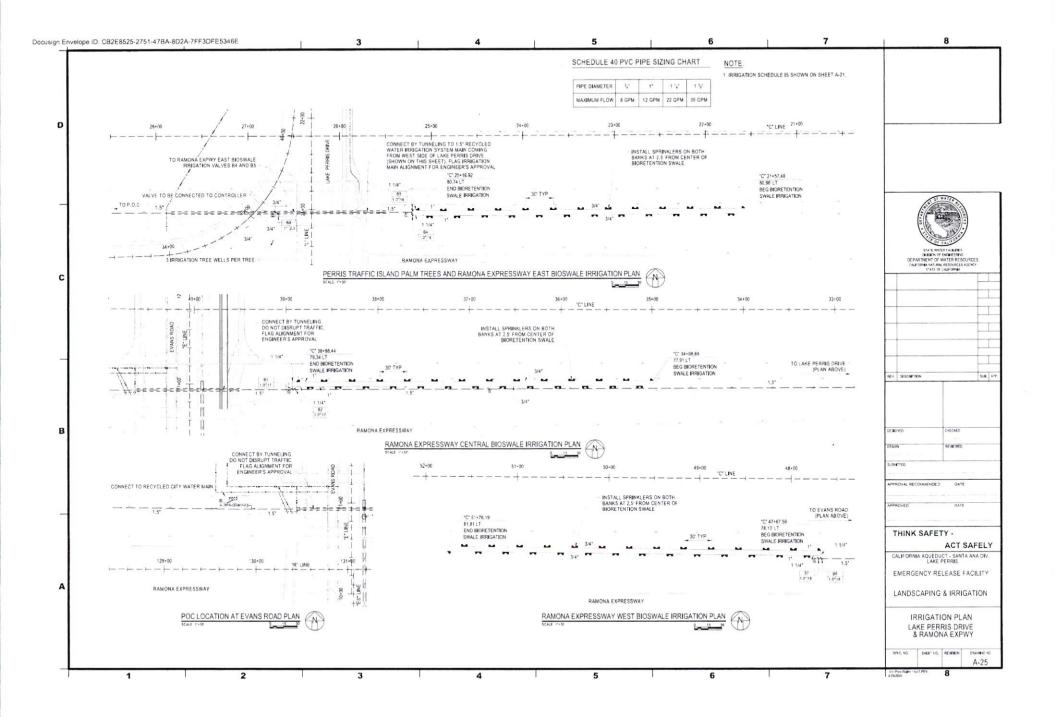




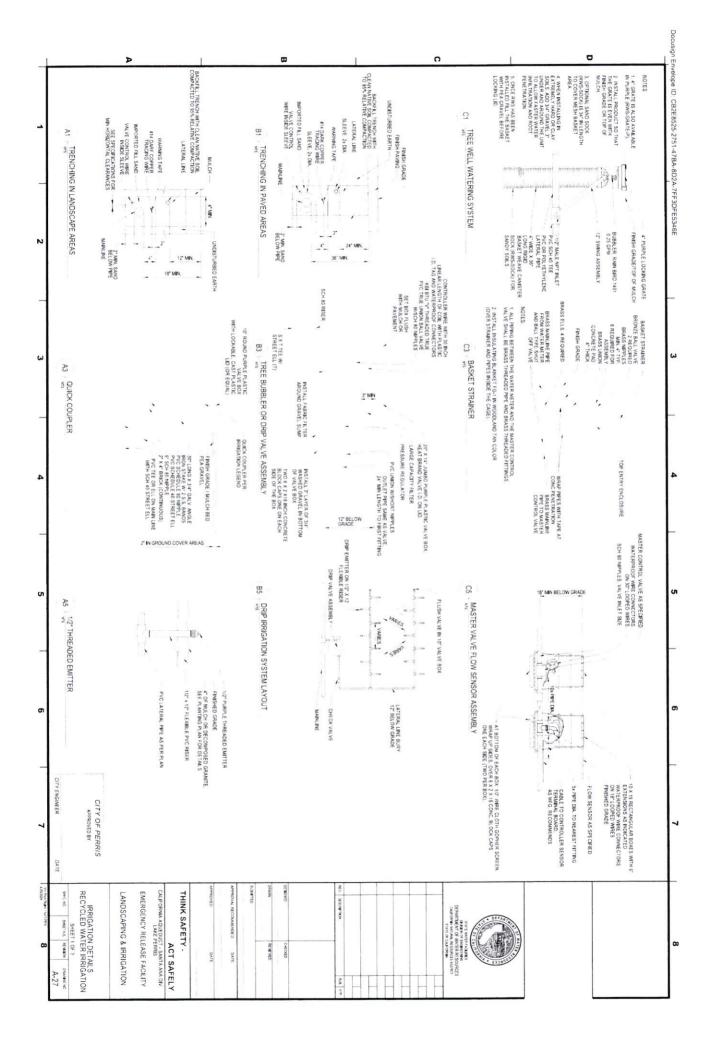


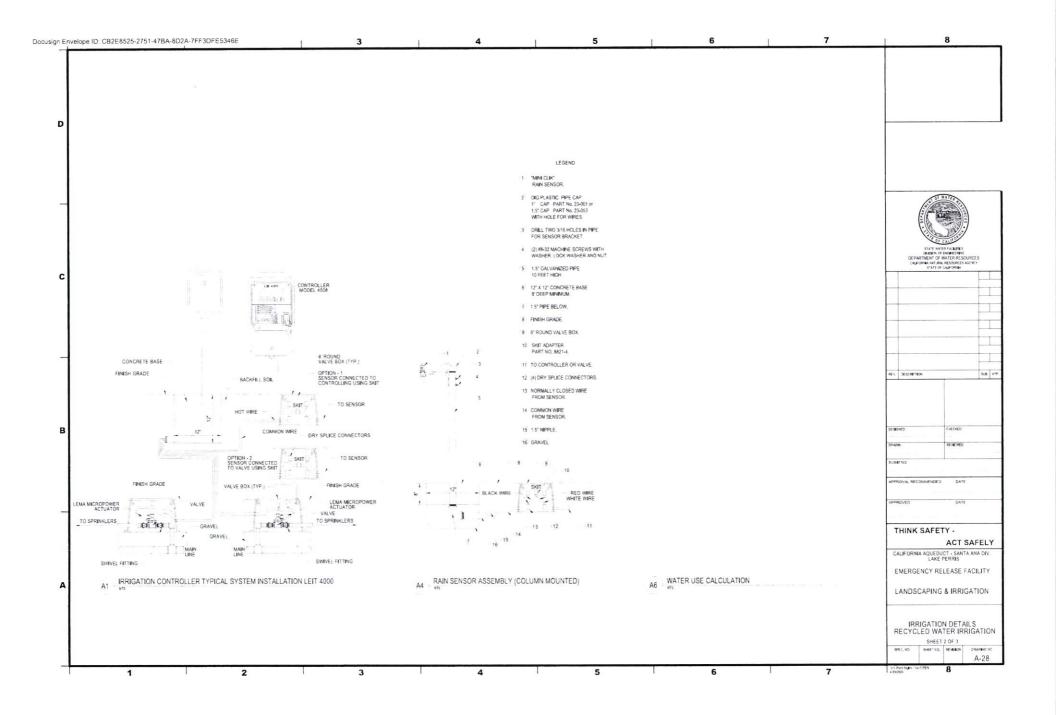


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5				HUNTER INDUSTRIES MINI-CLIK-C		HUNTER PRO-SPRAY PROS-12-PRS30-F-R-LC515 PURPLE, RECYCLED WATER POP-UP SPRAY BODY WITH 30 PSI BUILT-IN PRESSURE REGULATOR AND LCS-515 NOZZLE (5' X 15' PATTERN) 0.65 GPM AT 30 PSI	HUNTER PRO-SPRAY PROS-12-PRs30-F-R- WATER POP-UP SPRAY BODY WITH 30 PSI AND CS-530 NOZZLE (5' X 30' PATTERN) 1.	VALVE SIZE IN INCHES	HIMPTER HIRSES WERMITERS IN-1220-CV-R 1 FOR EA 1 GAL 2 FOR EA 5 GAL PLANT INSTALLON 'Y'A 127 FLEX RISER ON FOUNT. THREALDED PRESSURE COMPENSATING ORPE EMITTER WITH DIFFUSER CAP OUTLET	IRRIGATION LATERAL LINE PVC SCHEDULE 40 PURPLE PIPE AND FITTINGS	IRRIGATION MAINUME PVC SCHEDULE 40 PURPLE PIPE AND FITTINGS, DIAMETER AS SHOWN ON PLAN, PROVIDE BRASS PIPE AT BASKET STRAINER PER DTL. C3/C-1709	PVC SCHEDULE 80 PURPLE PIPE SLEEVE SHU PLACED ON 2" BED OF COMPACTED CLEAN S 4" LAYER OF COMPACTED CLEAN SAND	RAIN BIRD RWS-B-C-1401 (0.25 GPM) WITH RWS-SOCK (SAND SOCK) AND RWS-GRATE -P (PURPLE GRATE), 3 BUBBLERS PER TREE, SPACE EVENLY	HUNTER PGV-101 REMOTE CONTROL VALVE WITH RECLAIMED WATER HANDLE PIN 289205 AND DIG VALVE ADAPTOR 300-922	NINTER GZININAJER, DBP CONTROL MT "YOY GLOBE VALVE MTN " HYND KILER SYSTEM AD VO PSI PRESURE BECLUA JOR CONFIRM DIG VALVE ADAPTOR 306-822 WLL WORK WITH VALVE BJ AND NOTIFY ENGINEER	HUNTER 3/4" HO33D-LIRC + R OUICK COUPLING VALVE WITH PURPLE COVER IN ROUND PURPLE LOCKING VALVE BOX	CREATIVE SENSOR TECHNOLOGY PVC TEE TYPE FLOW SENSOR WISOCKET ENDS	HUNTER ICV-G-FS PLASTIC ELECTRIC MASTER VALVE NORMALLY CLOSED LINE SIZE.	YARDNEY MAXI-CLEAN SCREEEN FILTER MCS2-1 WITH Z' INLET/ OUTLET 1" AUTOMATIC FLUSH VALVE: 100 MESH SOCK: RECLAIMEDRURPLE POWDER COATED EXTERIOR: STRONG BOX SBBC-30CR ENCLOSURE	DIG LEIT 4008 AMBIENT LIGHT IRRIGATION CONTROLLER, 8 STATIONS, WITH LEIT KEY, LEMA 1800HE SOLENOID ACTUATORS, AND RAIN SENSOR	EXISTING CONTROLLER FOR THE RAMONA EXPRESSWAY IRRIGATION SYSTEM. CONFIRM LOCATION PRESSURE. AND FLOW RATE WITH ENGINEER.	POINT OF CONNECTION FOR THE RAMONA EXPRESSION HANGATION SYSTEM, VERIFY PRESSURE AND FLOW RATE AND PROVIDE INFO TO ENGINEER.	EXISTING POINT OF CONNECTION FOR THE RAMONA EXPRESSIVAT LANDSCAPING, VERIFY PRESSURE AND FLOW RATE AND PROVIDE INFO TO ENGINEER, CONNECT DOWNSTREAM OF METER	TO BE PROMDED BY THE CITY	MANUFACTURER, BRAND AND OTHER DETAIL INFO		_
6					SPRAY PROS-12-PR330.F-R-RC515 PUBPLE, RECVCLED JP SPRAY BODY WITH 30 PSI BUILT-IN PRESSURE REGULATOR NOZZLE (5' X 15' PATTERN) 0.85 GPM AT 30 PSI	LC515 PURPLE, RECYCLED IBUILT-IN PRESSURE REGULATOR	SPRAY PROS-12-PR30-F-R-CS530 PURPLE, RECYCLED JP SPRAY BODY WITH 30 PSI BUILT-IN PRESSURE REGULATOR 022LE (5' X 30' PATTERN) 1.3 GPM AT 30 PSI	A1	V-R. 1 FOR EA 1 GAL, 2 FOR EA 5 GAL PL EMITTER WITH DIFFUSER CAP OUTLET	0 PURPLE PIPE AND	RPLE PIPE AND ROVIDE BRASS PIPE AT	E 80 PURPLE PIPE SLEEVE SHALL BE TWICE THE DIAMETER OF PIPE BED OF COMPACTED CLEAN SAND AND COVERED WITH A COMPACTED CLEAN SAND	SLERS PER TREE, SPACE	VE WITH RECLAIMED WATER TOR 300-922	1" ICV GLOBE VALVE RESSURE REGULATOR. WORK WITH VALVE B3 AND NOTIFY ENG	3 VALVE WITH PURPLE OX	EE TYPE FLOW SENSOR	R VALVE. NORMALLY CLOSED	2-1 WITH 2" INLET/ OUTLET C. 'RECLAIMEDPURPLE' BBC-30CR ENCLOSURE	ENOID ACTUATORS,	OPRESSWAY IRRIGATION	AND PROVIDE INFO TO	r RATE AND PROVIDE INFO TO ER		INFO		6
7				(A-23))				LANT. BS&AS	ATABT) A-22	(A-22)		(A-22)	1	INEER. (A-22)	(A-22)	(A-22)	(A-22)	(A-22)	(A-23)	N/A	N/A	N/A		DETAIL		7
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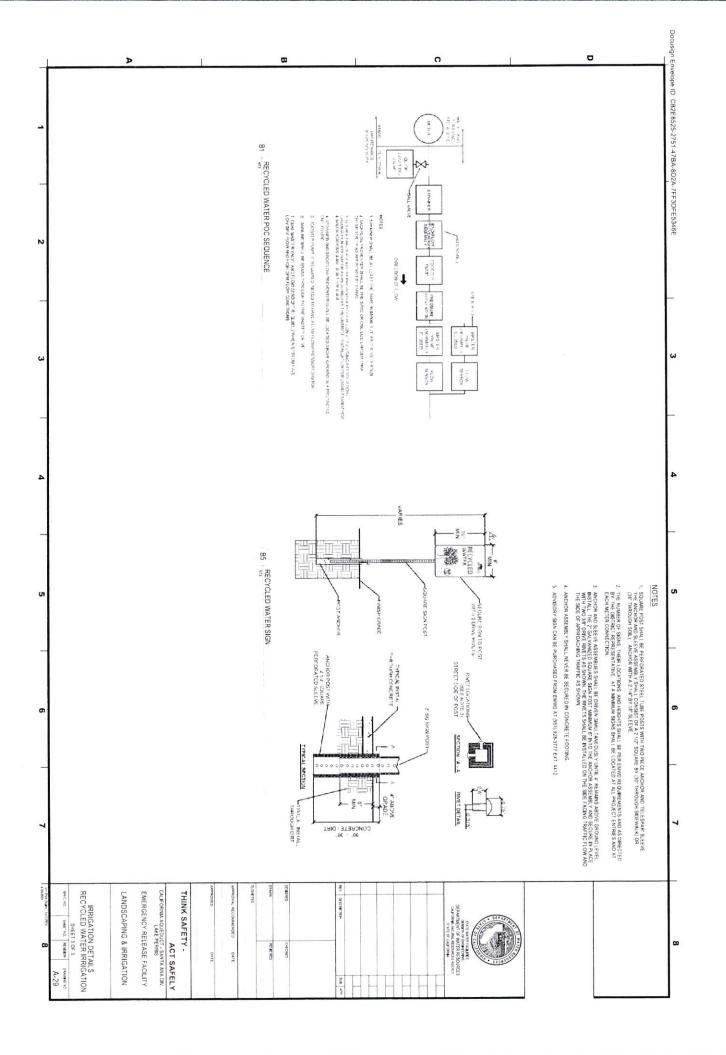


Exhibit B DISTRICT Maintenance Obligation

District's Maintenance Obligations ¹

Item	Condition	Remarks
1. Vegetation	Vegetation to be cut down once a year (minimum) to 12 inches or less to design grade in order to maintain the design capacity of the Channel and ditches.	
2. Debris and	All debris and obstructions to be removed once a year (minimum) to the design grade to maintain the design capacity of the Channel and ditches. DWR to provide assistance in the event there are obstructions caused by transient camps or other trespassers. Call DWR's Southern California Field Division Area Control Center at 661- 944-8600.	
3. Sediment	All sediment to be removed once a year (minimum) to Channel and ditches design grade (per record drawings). Inspect side drains (pipes) and drop inlets and remove sediment to design grade once a year.	
4. Erosion	All erosion to be repaired once a year (minimum). Any erosion that exceeds 12 inches in height or width from the design grade, shall be regraded/ backfilled.	
5. Animal Burrows	All animal burrows to be filled once a year (minimum).	

District's Maintenance Obligations ¹

Item	Condition	Remarks
6. Rock Slope Protection (RSP)	All displaced RSP to be regraded/restored to the design grade once a year (minimum). Any deviations from the design grade that exceed 2 feet, shall be regraded/ restored. If additional RSP is required, DWR is responsible to procure.	
7. Functionality of Drop Inlets, Side Drains (pipes), and Flap Gate	Functionality of drop inlets, side drains (pipes), and flap gates to be checked and repaired once a year (minimum). Any drop inlets, side drains (pipes), and flap gate that have deteriorated to the point that they need to be replaced, shall be reported to DWR for replacement.	~
8. Access Roads and Ramps	Aggregate base access roads to be inspected once a year (minimum). Repair and fill any rutting, depressions, cracks and/or areas where aggregate base is less than 1-inch thick. The design depth for the aggregate base is 3 inches. Any areas where the native underlying soils are exposed shall be filled with aggregate base. Paved access roads and paved turnaround areas to be inspected once a year (minimum). Repair and fill any rutting, depressions, and cracks.	
	Ramps to be inspected once a year (minimum). Repair and fill any rutting, depressions, cracks and/or voids to maintain the design depth and grade.	

District's Maintenance Obligations ¹

ltem	Condition	Remarks
CLEOCHS	Report to DWR any damage to the fencing, gates, and locks. Call DWR's Southern California Field Division Area Control Center at 661-944-8600.	
10. Concrete Surfaces	Report to DWR any surface deterioration cracks wider than ¼ inch, and exposed rebar. Call DWR's Southern California Field Division Area Control Center at 661- 944-8600.	
11. Ponding	Channel invert to be inspected once a year (minimum) for areas of ponding/standing water and grade any areas of depression. Any storm events resulting in large areas of ponding/standing water, more than 200 square feet, for periods greater than 72 hours, shall be drained and graded.	
12. Homeless Camps / Illegal Encroachments	The District shall work with legal enforcement, the City, and DWR to clear areas of unauthorized encroachments, encampments, or other illegal activity within the Channel area so that the maintenance work can be performed.	

1. - Assessments throughout the year can be made by City, District, or DWR to identify areas determined to be deficient.

Exhibit C CITY Maintenance Obligation

City's Maintenance Obligations¹

Item	Condition	Remarks
1. Vegetation	Vegetation to be cut down once a year (minimum) to 12 inches or less from design grade to maintain the design capacity of the ditches.	
Obstructions	All debris and obstructions to be removed once a year (minimum) to the design grade to maintain the design capacity. DWR to provide assistance in the event there are obstructions caused by transient camps or other trespassers. Call DWR's Southern California Field Division Area Control Center at 661-944-8600.	
3. Sediment	All sediment to be removed once a year (minimum) to design grade (per record drawings). Any sediment that fills more than 20 percent of pipes and drop inlets shall be removed immediately.	
4. Erosion	All erosion to be repaired once a year (minimum). Any erosion that exceeds 12 inches in height or width from the design grade, shall be regraded/ backfilled.	
5. Animal Burrows	All animal burrows to be filled once a year (minimum).	

City's Maintenance Obligations¹

ltem	Condition	Remarks
6. Functionality of Drop Inlets and Pipes	Functionality of drop inlets and pipes to be checked and repaired once a year (minimum). Any drop inlets and pipes that are not functioning or have deteriorated to the point that they need to be replaced, shall be reported to DWR for replacement. Call DWR's Southern California Field Division Area Control Center at 661-944-8600.	
	Report to DWR any damage to the fencing, gates, and locks. Call DWR's Southern California Field Division Area Control Center at 661-944-8600.	
8. Concrete	With the exception of the City Features, report to DWR any surface deterioration cracks wider than ¼ inch, and/or exposed rebar. Call DWR's Southern California Field Division Area Control Center at 661-944-8600.	
9. Access Roads	Paved access roads to be inspected once a year (minimum). Repair and fill any rutting, depressions, and cracks.	

City's Maintenance Obligations¹

Item	Condition	Remarks
10. Ponding	Ditches to be inspected once a year (minimum) for areas of ponding/standing water and grade any areas of depression. Any storm events resulting in large areas of ponding/standing water, more than 100 square feet, for periods greater than 72 hours, shall be drained and graded.	
11. Homeless Camps / Illegal Encroachments	The City shall work with legal enforcement, the District, and DWR to clear areas of unauthorized encroachments, encampments, or other illegal activity within the areas that the City is responsible for maintenance.	

1. - Assessments throughout the year can be made by City, District, or DWR to identify areas determined to be deficient.

Exhibit D

Transfer of Ownership of Structures and Grant of Permanent Easements

RECORDING REQUESTED BY AND WHEN RECORDED, RETURN TO:

City of Perris Public Works Department 101 N. D Street Perris, CA 92570

APN. Portions of 302-140-010, 302-210-012 & -014, 302-270-007 Documentary Transfer Taxes \$0 pursuant to R&T 11922 SPACE ABOVE THIS LINE FOR RECORDER'S USE Exempt from recording fees per Govt Code 27383

TRANSFER OF OWNERSHIP OF STRUCTURES AND GRANT OF PERMANENT EASEMENTS

This Transfer of Ownership of Structures and Grant of Permanent Easements ("Agreement") is made by and between the STATE OF CALIFORNIA, DEPARTMENT OF WATER RESOURCES, a State agency ("Grantor") and the CITY OF PERRIS, a California municipal corporation ("Grantee").

RECITALS:

A. Grantor owns that certain real property in the City of Perris, County of Riverside, State of California as legally described in attached <u>Exhibit 1</u> ("**Grantor Property**").

B. Grantor, Grantee and Riverside County Flood Control and Water Conservation District ("District") executed that certain "Agreement between Department of Water Resources, City of Perris and Riverside County Flood Control and Water Conservation District regarding Construction and Maintenance of the Perris Emergency Release Facility" dated ______, 2024 ("TriParty Agreement"). The TriParty Agreement describes each parties' role before, during, and after the construction of the Perris Emergency Release Facility ("Project"). A copy of the TriParty Agreement is available in the public records of each of Grantor, Grantee and District.

C. Pursuant to the TriParty Agreement, Grantor constructed the following improvements for the Project ("**Project Improvements**") on Grantor Property:

- 1. an approximately one (1) mile long levee (which was not part of the TriParty Agreement);
- an approximately one (1) mile long drainage channel ("Channel") and an associated maintenance access road. The Channel includes downstream terminus connection to District's Perris Valley Channel;
- 3. one bridge at Evans Road ("Evans Road Bridge");
- 4. one bridge at Lake Perris Drive ("Lake Perris Drive Bridge");
- 5. one box culvert structure at Fair Way ("Box Culvert Structure");
- 6. two concrete drop structures within the channel ("Drop Structures 1 and 2");
- 7. roadwork improvements; and
- 8. other improvements including drainage features, sidewalks, fencing, landscaping, etc.

D. "City Features" means the super structure and substructure of the Box Culvert Structure, Lake Perris Drive Bridge, and Evans Road Bridge. The substructure is the portion of the bridges, including the abutments, piers, retaining walls, box culvert structure, footings and piles, that supports the superstructure and distributes all bridge loads to the foundation. The superstructure are all parts of the bridges above the substructures, including the deck slab, approach slab, and barriers. The Channel is not part of the City Features.

E. Upon Grantor's Acceptance of the Project (as defined in Section 3), Grantor is required to (i) transfer ownership of the City Features together with (ii) permanent non-exclusive easements as defined in Section 6 below for the City to operate, access, maintain and repair the City Features which Easements are legally described in attached <u>Exhibit 2</u> and sometimes hereinafter jointly referred to as the "**Easements**." The Easements are legally described and depicted in <u>Exhibit 2</u> in the following manner:

Easement Location	DWR Parcel No(s).	Described In	Depicted On		
Evans Road Bridge	3-2333-A & 3-2339-D	A-1	B-1		
Lake Perris Drive Bridge	3-2328-A, 3-2337-A & 3-6009-A	A-2	B-2		
Fair Way Box Culvert Structure	3-6009-B	A-3	B-3		

F. This Agreement accomplishes a purpose of the TriParty Agreement by Grantor transferring ownership of City Features to Grantee and granting the Easements to City.

AGREEMENT

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:

1. <u>Recitals</u>. The foregoing recitals are true and correct and incorporated herein.

2. <u>Defined Terms</u>. Terms used herein which are not otherwise specifically defined in this Agreement shall have the meaning set forth in the TriParty Agreement.

3. <u>Effective Date.</u> This Agreement shall be effective upon Grantor's Acceptance of the Project and recordation of this Agreement in the Official Records of Riverside County ("Effective Date"). Acceptance of the Project means that all construction work for the Project is complete, including the correction of all deficiencies to the satisfaction of Grantor. Notice of Acceptance will be issued by Grantor, in writing, after final inspection and recordation of this Agreement. Grantee shall deliver two (2) executed and acknowledged copies of this Agreement to Grantor when Grantee executes and delivers the TriParty Agreement. After Grantor's Acceptance of the Project, Grantor shall promptly record one (1) executed and acknowledged copy of this Agreement in the Official Records of Riverside County.

4. <u>Representations and Warranties.</u> As of the Effective Date, Grantor represents and warrants to Grantee that: (i) Grantor owns fee title to Grantor Property; (ii) Grantor Property is not encumbered with any trust deeds, mortgages or liens; and (iii) the City Features were constructed in accordance with the TriParty Agreement.

5. <u>Transfer of Ownership of City Features.</u> As of the Effective Date, Grantor grants to Grantee all of Grantor's right, title or interest in the City Features which are located on the Easements. Grantee shall own the City Features and be solely responsible for the City Features, including all operation, maintenance, repair and inspection.

6. <u>Grant of Permanent Easements.</u> As of the Effective Date, Grantor grants to Grantee and Grantee accepts non-exclusive permanent easements for the portions of Grantor Property as legally described in attached <u>Exhibit 2</u> for Grantee to operate access, maintain and repair the City Features ("Easements"). Grantor shall not unreasonably interfere with Grantee's use of the Easements. Grantee, at Grantee's sole cost and expense, shall use the Easements for the purposes specified below. The Easements are non-exclusive and Grantor is permitted to use or grant additional easements on Grantor's Property in any way that does not unreasonably interfere with Grantee's designated use of the Easements. Further, Grantee acknowledges that an emergency release channel will be constructed in the Easements at the approximate locations shown in <u>Exhibit 3</u> which the District or Grantor will be required to maintain and repair. The Channel is not part of the City Features. Grantee acknowledges maintenance, repair, and replacement of the Channel may result in

Grantee being unable to use portions of the City Features while the maintenance, repair, and replacement of the Channel occurs. This may cause Grantee to temporarily lose the use of either southbound or northbound lanes of the City Features while the maintenance, repair, and replacement of the Channel occurs. Grantor will provide Grantee with at least thirty (30) days written notice, except in cases of emergency, which may result in no notice, before any maintenance, repair, or replacement of the Channel will occur that will impact Grantee's ability to operate and maintain City Features. Grantor shall promptly repair, cause to be repaired, or pay the reasonable cost to repair any City Features damaged in connection with Grantor's maintenance, repair, and replacement of the Channel.

Grantee may use the Easements for the following purposes:

- a. Physically support the City Features.
- b. Vehicular and pedestrian ingress and egress across the City Features. Grantee shall have no access, and shall not permit any access, to the Channel other than for maintenance or repairs of City Features.
- c. Operating, accessing, maintaining and repairing the City Features.
- d. Modification, improvement and replacement of City Features subject to Section 6 below.

Grantor reserves the right in its sole and absolute discretion to limit or preclude completely Grantee's use of the Easements or any portion thereof in the event of a casualty or emergency or if such limitation or preclusion is necessary in Grantor's sole and absolute discretion to prevent a threat to the health, safety, or well-being of one or more persons or property.

Grantee agrees to use the Easement in a manner that will not unreasonably endanger Grantor Property or improvements, including the Channel, the environment and human health and safety. Grantee agrees to reimburse Grantor, within sixty (60) days of such written request, for any damage to Grantor's Property or improvements, including the Channel caused by Grantee, its officials, officers, agents, employees, contractors or invitees (including public's use of the City's Features). Such repairs shall restore the Channel to the condition it was in immediately prior to the occurrence of such damage. Grantee shall not cause or permit any Hazardous Materials (as defined below), to be brought upon, produced, stored, used, discharged or disposed of on, or in the vicinity of the Non-Exclusive Easement, except for cargo being legally transported across City Features. Grantee shall be responsible for the cost of remediating any discharge or release of Hazardous Materials resulting from or arising in connection with Grantee's use of the Non-Exclusive Easement and shall immediately notify Grantor and the appropriate regulatory authorities where required by law, of any such release. Further, Grantee shall promptly commence and complete remediation of any such discharge or release of Hazardous Materials.

For purposes of this Agreement, "Hazardous Materials" is defined to include any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance which is: (i) petroleum or oil or gas or any direct or derivate product or byproduct thereof; (ii) defined as a "hazardous waste," "extremely hazardous waste" or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code: (iii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code; (iv) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Sections 25501(o) and (p) and 25501.1 of the California Health and Safety Code (Hazardous Materials Release Response Plans and Inventory); (v) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code (Underground Storage of Hazardous Substances); (vi) "used oil" as defined under Section 25250.1 of the California Health and Safety Code; (vii) asbestos; (viii) listed under Article 9 or defined as hazardous or extremely hazardous pursuant to Article 1 of Title 22 of the California Code of Regulations, Division 4, Chapter 30; (ix) defined as "waste" or a "hazardous substance" pursuant to the Porter-Cologne Act, Section 13050 of the California Water Code; (x) designated as a "toxic pollutant" pursuant to the Federal Water Pollution Control Act, 33 U.S.C. §1317; (xi) defined as a "hazardous waste" pursuant to the Federal

Resource Conservation and Recovery Act, 42 U.S.C. §6901, et seq. (42 U.S.C. §6903); (xii) defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601, et seq. (42 U.S.C. §9601); (xiii) defined as "Hazardous Material" or a "Hazardous Substance" pursuant to the Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq.; or (xiv) defined as such or regulated by any "Superfund" or "Superlien" law, or any other federal, state or local law, statute, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials, oil wells, underground storage tanks, and/or pipelines, as now, or at any time hereafter, in effect.

7. <u>Encroachment Permit</u>. Any modification, improvement, or replacement of the City Features, or any part thereof, shall require Grantee to obtain an encroachment permit from Grantor which shall not be unreasonably withheld, conditioned or delayed. Any modification, improvement, or replacement must meet then current statutes and regulations for encroachment permits.

8. Alternative Dispute Resolution.

8.1 In the event of any dispute arising out of or relating to this Agreement, and prior to instituting any legal action with respect thereto, the disputing party ("**Disputing Party**") shall provide the other party ("**Responding Party**") with notice in writing of the alleged dispute and shall request that good faith negotiations be commenced. For purposes of this Section 8, the Disputing Party and Responding Party are sometimes hereinafter jointly referred to as the "**Parties**" and individually as a "**Party**." The Responding Party shall reply in writing to the notice of dispute within ten (10) days of the date of notice. The parties thereafter will commence in good faith to attempt to resolve such dispute by good faith negotiations that shall include representatives of each side with decision-making authority and shall continue thereafter to engage in such discussions as often as they reasonably deem necessary or productive to exchange information and to attempt to resolve the dispute, including, but not limited to, any client agencies, experts, managers, construction managers, project leads, design professionals and contractors. If the good faith negotiations result in a resolution, the parties shall memorialize the resolution in writing, signed by both Parties.

8.2 If the Parties are unable to resolve the dispute within thirty (30) days after the date of the Responding Party's reply, each Party shall elevate the dispute to its next-level senior executive with decision-making authority. Within thirty (30) days of the elevation to next-level senior executives, each Party shall notify the other Party in writing of its elevation of the dispute and shall provide the name and contact information for its senior level representative. The senior level executives representing each Party thereafter will commence in good faith to attempt to resolve such dispute . If the good faith negotiations result in a resolution, the Parties shall memorialize the resolution in writing, signed by both Parties.

8.3 If the Parties are unable to resolve the dispute within thirty (30) days of elevating the dispute to senior level representatives, then either Party may request that the Parties engage in alternative dispute resolution, including but not limited to non-binding mediation. If the non-requesting Party refuses or if the Parties agree not to engage in alternative dispute resolution or if alternative dispute resolution is unsuccessful, each Party shall have all rights and remedies available in law and equity, except to the extent that such rights are expressly limited elsewhere herein.

9. <u>Indemnification</u>. Grantee agrees to indemnify, protect, and hold harmless Grantor, its officers, directors, employees, contractors, agents, representatives, transferees, successors and assigns (each, an "Indemnitee" and collectively, "Indemnitees") from and against all claims, losses (including, but not limited to, diminution in value), actions, demands, damages, costs, expenses (including, but not limited to, experts fees and reasonable attorneys' fees and costs) and liabilities of whatever kind or nature (collectively, "Claims"), which result from, arise from, or are in any way connected with the use of the Easements and City Features by Grantee or the public's use of the Easements and City Features including, but not limited to, Claims arising out of: (1) injury to or death of persons; (2) injury to property; (3) violation of any law, statute, or regulation or noncompliance with any legal requirement; (4) the release or discharge, or the threatened release or discharge, of any Hazardous Materials; or (5) payment of contractors, subcontractors, laborers, and/or equipment or material suppliers. Nothing herein waives any responsibility of Grantor for design of the City Features.

10. <u>Amendment or Modification</u>. This Agreement may not be amended, modified or terminated except in writing executed by the parties and recorded in the Official Records of the County.

11. <u>Notices</u>. All notices, documents, correspondence and communications concerning this Agreement shall be addressed as set forth below, or as the parties may hereafter designate by written notice, and shall be sent through the United States mail with postage prepaid, certified or registered, return receipt requested. Any such mailing shall be deemed served or delivered upon the earlier of actual receipt or the date receipt is refused. Each party may change the address for notices by giving the other party at least ten (10) calendar days' prior written notice of the new address. Notwithstanding the above, either party may also provide notices, documents, correspondence, or such other communications to the other by personal delivery or by Federal Express or similar courier service and so given shall be deemed to have been given upon receipt.

To Grantor:

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

To Grantee:

City of Perris 101 North D Street Perris, CA 92570 Attn: Public Works Department Engineering Administration

Copy to:

City of Perris 101 North D Street Perris, CA 92570 City Manager

12. <u>Attorney Fees</u>. If any action is instituted to interpret or enforce any of the provisions of this Agreement, the party prevailing in such action shall be entitled to recover from the other party reasonable attorney's fees and costs of such suit (including both prejudgment and post judgment fees and costs) as determined by the court as part of the judgment.

13. <u>Authority</u>. Each party represents and warrants to the other party that this Agreement has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

14. <u>Interpretation</u>. The section headings used in this Agreement have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction. Whenever the context hereof may so require, the singular shall include the plural and the masculine shall include the feminine and neuter. This Agreement shall be construed according to its fair meaning without regard to authorship.

15. <u>Final Agreement</u>. This Agreement contains the entire understanding and agreement with respect to the subject matter of this Agreement and all prior or contemporaneous documents, communications, understandings, representations, and statements shall be of no force or effect except the Agreement which obligations shall remain in full force and effect.

16. <u>No Waiver</u>. The failure to enforce any term, covenant, or condition of this Agreement shall not be construed as a waiver of the right to enforce this, or any other, term, covenant, or condition of this Agreement.

- 17. Applicable Law. This Agreement is to be upheld in accordance with the laws of the State of California.
- 18. Exhibits. Exhibits 1, 2, and 3 attached hereto are incorporated herein by reference.

IN WITNESS WHEREOF, this Agreement is executed by the parties as of the dates specified below.

GRANTOR:

GRANTEE:

STATE OF CALIFORNIA, DEPARTMENT OF WATER RESOURCES, a State agency CITY OF PERRIS, a California municipal corporation

By:

Dale Brown, Manager Division of Engineering By: Clara Miramontes

ATTEST:

Approved as to form:

By:

Kyle Muteff Attorney Nancy Salazar, City Clerk

City Manager

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By:

Robert Khuu, City Attorney

Certificate of Acceptance, Government Code Section 27281

This is to certify that the real property or interests described in the Transfer of Ownership of Structures and Grant of Permanent Easements from the Department of Water Resources, a State agency, to the City of Perris, a California municipal corporation, is hereby accepted by the undersigned on behalf of the City of Perris.

Dated: _____, 2024

Clara Miramontes City Manager 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) ss.)					
On	_, 202_	before me,	, a notary public, 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 I	he/she/th	ney executed th	he 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 instru	ment.						

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.

Notary Public

SEAL:

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	
---------------------	--

) ss.

On ______, 202___ before me, ______, a notary public, 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.

Notary Public

SEAL:

Exhibit 1

Legal Description of Grantor Property

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usign E	Envelop	be ID: CB2E8525-2751-47BA-8D2A-7FF3DFE	5346E		5.			
	DEP	STATE OF CALIFORNIA THE RESOURCES AGENCY	Pur		iles 150			
		RECORDING REQUESTED BY	4.1 - 55 1000111-55	R RECO 1969 1969 1969 1968 1968 1968 1968 1968	-			
119286		WHEN RECORDED MAIL TO RTIMENT OF WATER RESOURCES P. O. Bax 383 Sacramento, California 95802	Strand of the second se	RECEIVED FOR RECORD NOV 18 1969 NOV 18 196	INDEXED			
11		GRANT DEED (INDIVIDUAL)		No. 3-2337 Unit I	5/14/69 Amended tional Lands			
	51. A.C.			•				
	· · ·	GRANT to the STATE OF CALIFORNIA, all that real property in the County						
	5-22	of <u>Riverside</u> , State of California, described as:						
	5			10 feet of Lots 29, 30, 31 an				
	5	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						
	UNINCORPORATED ARE	La Vina Land Company Tract, as per map recorded in Book 15, pages 18 and 19, of						
	ORATI	Maps, in the office of the C						
	NCORP	Containing 4.09 Acres, more or less.						
	-	ICLINENTARY TRANSFER TAX + 18.14 COMPUTED DY FULL VALUE OF PROPERTY OR COMPUTED DY FULL VALUE OF PROPERTY ENCLASSEANCES FERMINIUS AT TIME OF STATUS AND TAXAN 1.1.4.1 1.	CONVEYED	PAID Doc Transfer Tax W. O. BALUGH IV. CO. RECURDER	(_'m)			
		FORM DWR 549	Pare	1				
	3 7							

CAG 118286

Together with all of the Grantor right, title and interest in and to all water and water rights, whether surface or subsurface, 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 1. stair Signed and delivered in the presence of MARGARET HOYT STRATFORD . . . SUBSCRIBING WITNESS GRANTOR(S) STATE OF CALIFORNIA STATE OF CALIFORNIA £1. Countr or Riverside COUNTY OF 19 69 before me. On September 23 ____, 19____ before me, On..... the undersigned, a Notary Public in and for the State the undersigned, a Notary Public in and for the State of of California, personally appeared Margaret Hoyt Stratford 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 dulsworn, deposed and said: that he resides in the County of known to me to be the person __ whose name __ 19 , State of California; that he subscribed to the within instrument and acknowledged was present and saw that she executed the same. WITNESS my hand and official seal. personally known to him to be the person ... described in and OFFICIAL CEAL JOIN M. GESDLEMAN whose name______ subscribed to the within instrument, execute the same; and that affiant subscribed his name thereto PUTARY PUBLIC CALFORNIA PRINCIPAL OF CO. IN as a witness to said execution. RIVERSICE COUNTY WITNESS my hand and official seal. My Contracta again di chill, init ____(Seal) (Seal) John 2 Sectionen Name (Typed or Printed) Name (Typed or Printed) Notary Public in and for the State of California 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 bereanto set my hand ibis ______24th_day of October ______, 1969_

WILLIAM R. GIANELLI Director of Water Bi partes 11 -

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Sec. Hickory

	STATE OF CALIFORNIA THE RESOURCES AGENCY	CORD A.M. Cords filer fornia
7199	RECORDING REQUESTED BY	ECEIVED FOR RECURPTING UNITED FOR RECURPTING JUL 24 1970 T 9:00 O'CLOCK A.M. TTLE INS. & TRUST CO. ECORED IN ORIGINATE RECORDS Riverside County, California Riverside County, California Riverside County, California Riverside County, California
9 1	WHEN RECORDED MAIL TO DEPARTMENT OF WATER RESOURCES P. O. Box 388 Sacramento, California 95802	Within and the second and and and and and and and and and a
Area want and the second	GRANT DEED	California Aqueduct 5/27/69 Santa Ana Division Amended Project Perris Reservoir - Additional Lands Parcel No. 3-2339 SSO and PEPPINA GALASSO, husband and wife

of______, 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-fect 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

. Together with all of the Grant right, title and interest in and to all water a vater rights, whether surface or subsurface; 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.

Docusign Envelope ID: CB2E8525-2751-47BA-8D2A-7FF3DFE5346E

Executed on the and the IS Jalan Signed and delivered in the presence of . 2. 12. GRANTOR(S) SUBSCRIBING WITNESS STATE OF CALIFORNIA STATE OF CALIFORNIA COUNTY OF LOS ANGELES COUNTY OF LOS ANGELES On December 18, 1969 before me, On December 18 , 1969 before me, the undersigned, a Notary Public in and for the State 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 PEPPINA GALASSO within instrument as a witness thereto, who, being by me duly sworn, deposed and said: that he resides in the County of known to me to be the personS_ whose name____ ALE__ Los Angeles ____, State of California; that he was present and saw FILIPPO GALASSO and subscribed to the within instrument and acknowledged that they executed the same. PEPPINA GALASSO WITNESS my hand and official seal. personally known to him to be the person...S described in and whose names are subscribed to the within instrument, OFFICIAL SEAL execute the same; and that affiant subscribed his name therato EDRA J. WESTRA as a witness to said execution. WAY PUBLIC . IN UN ORMA NCITAL OTHICE IN WITNESS my hand and official seal. SS COULTY (Seal) (Sml) (EDRA J. WESTRA EDRA J. WESTRA Mit Commission Expires File iny Name (Typed or Printed) Name (Typed or Printed) Notary Public in and for the State of Californis CIAL SEAL Notary Public in and for the State of California EDRA J. MESTRA NOTARY FUELIC CONTRUENTA PRINCIPIL OFFICE IN LOS ANDTLES COUNTY (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.

, 19.70 IN WITNESS WHEREOF, I have bereunto set my hand this 17th day of June GIANELLI WILLIAM R Director of Water Resources Attorney in Fact Page

Docusign Envelope ID: CB2E8525-2751-47BA-8D2A-7FF3DFE5346E

DE?	STATE OF CALIFORNIA THE RESOURCES AGENCY					
	RECORDING REQUESTED BY WHEN RECORDED MAIL TO TIMENT OF WATER RESOURCES P. O. Box 388 Socremento, California 95802					
	Californie Aqueduct 2/20/63 Californie Aqueduct 2/20/63 Santa Ana Division GRANT DEED (INDIVIDUAL) Project Perris Reservoir - Additional Lands Parcel No. 3-2328 					
$\langle \rangle$	1					
29521	GRANT to the STATE OF CALIFORNIA, all that real property in the County of Riveraide , State of California, described as:					
	Lots 21, 22, 23, 24, 25, 26, 27 and 28 of Unit Four, of La Viua Land					
	Company Tract, in the County of Riverside, State of California, as per may recorded in Book 15, pages 18 and 19 of Maps, in the office of the County Recorder of said					
AREA						
5	Lot "L" (Center Street), the West-Half of Lot "H" (Evans Read) adjacent to said Lots;					
2	EXCEPT from said Lots 25, 20, 27 and 28 the Southerly rectangular 60 feet,					
UNINICAL	extended to the center lines of Lot "L" on the Nest, and Lot "!" on the Dast;					
UND	ALSO EXCELT Parcel "B" in said Lot 21, measured to the conter line of					
	Lot "D" (Ferry Street).					
9	Containing 35.57 Acres, : ore or less.					

118287

Together with all of the Grontor Fight, title and interest in and to all water an ater rights, whether surface or subsurface, 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 essements pertaining to said real property.

Executed on September 23, 1969	M. K. Kelly starter
Signed and delivered in the presence of	MARGARET HOYT STRATFORD
GRANTOR (S)	SUBSCRIBING WITNESS
TATE OF CALIFORNIA	STATE OF CALIFORNIA
Countr of Riversice	COUNTY OF
n_September 23, 19_69 before me,	On
e undersigned, a Notary Public in and for the State California, personally appeared	Colifornia personally appeared
Margaret Hove Strattoin	known to me to be the person whose same is subscribed to the within instrument as a witness thereto, who, being by me duly
	smorn denoted and said: that he resides in the County of
known to me to be the person whose name 15	State of California: that he
subscribed to the within instrument and acknowledged	
at 5110 executed the state.	
VITNESS my hand and official seal.	personally known to him to be the person described in and whose name
	execute the same; and that affiant subscritted his name thereby
	as a witness to said execution.
159 K. J. R315. Co. 14	WITNESS my hand and official seal.
By Consider Apples March 2, 1211	(Stal
(Seal)	
JOHN M. GESSLEMAN	Name (Typed or Printed)
Name (Typed or Printed)	Name (Typed or Finited) Notary Public in and for the State of California
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 turongh 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.

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Art. May in Fact

WILLIAM R. GIANELLI Deeder of York Reputer

•	RECORDING WHEN RECO RTMENT OF P. O	WATER RESOURCES REQUESTED BY DRDED MAIL TO WATER RESOURCES Box 388 California 95802	Airon Marco	RECEIVED FOR RECORD JAN 2.G 1970 AT 9:00 O'CLOCK A. At Request of TITLE INS. & TRUST CO, Recorded in Official Records of Riverside County Continued	(U. NO. Man	1
)	2	GRANT DEED (INDIVIDUAL)	Project Parcel No	E ABOVE THIS LINE FO California Aqued Santa Ana Divisi Perris Reservoir 3-2333	uct 7/16/6 on Additional Lands	59
	WE (1, We) 	JEAN CHARLES	POIRIER and BI	ERTHA I. POIRIE	R, husband and	
		STATE OF CALIFORNIA, :	all that real property in t		County	

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.

والمان والمراجع المراجع المراجع

DOCUMENTARY TRANSFER TAX S ... ns COMPUTED ON SULL MALUE OF FRIERTY CONVEYED. 11.115 .1110 ENCYPRICANCES FLMMY LIS Title ins. 2. Trust Co. a Age is for Thilly to. -3022 J FORM DWR 549

cusign Envelope ID: CB2E8525-2751-47BA-8D2A-7FF3DFE5346E

Together with all of the Granto sight, title and interest in and to all water and tater rights, whether surface or subsurface or of any other kind, including all appurtenant water and water rights, 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 sights and easements pertaining to said real property.

Executed on October 23. 1969 - Pharles House Signed and delivered i the T GRANTOR (S) SUBSCRIEING WITNESS STATE OF CALIFORNIA STATE OF CALIFORNIA County of San Bernardin ____COUNTY OF On October 31, 1969 before me, On_ _____, 19_____ before me, the undersigned, a Notary Public in and for the State the undersigned, a Notary Public in and for the State of of California, personally appeared_____ 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 known to me to be the person whose name San Bernardino____, State of California; that he subscribed to the within instrument and acknowledged was present and saw.____Jean Charles Poirier that_____executed the same. and Bertha I Poirier WITNESS my hand and official seal. personally known to him to be the persons_ described in and execute the same; and that affiant subscribe this name thereto as 2 witness to said execution. WITNESS my hand and official s (Scal) WILLIAM M. GROENEVS ALL OWNER Name (Typed or Printed) Name (Typed or Printed) quar Motory Public in and for the State of Celifornia 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 bereunto set my hand this 12th day of November 19 69

WILLIAM R. GIANELLI Director of Water Resources

EXHIBIT A DWR PARCEL NO. 3-6009 UNIT A LEGAL DESCRIPTION

3-6009

All that real property being portions of Section 4, Township 4 South, Range 3 West, S.B.M., City of Perris, County of Riverside, State of California, being a portion of land described and designated PARCEL 3-2328 in EXHIBIT B in the AGREEMENT FOR TRANSFER TO THE DEPARTMENT OF FISH AND GAME OF MITIGATION LANDS FOR THE STATE WATER PROJECT IN SOUTHERN CALIFORNIA recorded on September 16, 1986 as Instrument Number 1986-225445, Official Records of said County, described as follows:

UNIT A

COMMENCING at the southeast corner of said Section 4, a 1-1/4 inch brass disc on the south line of said Section 4, and the intersection of Martin Street and Bradley Road, as said section corner and said intersection are shown on map entitled LA VINA LAND CO. TRACT, UNITS 3, 4, 5 & 6 filed in Book 15 of Maps, page 18 & 19, Official Records of said County, thence along last said south line North 89° 52' 39" West 1667.18 feet to the southeast corner of LOT E, BLOCK 30, UNIT FIVE of said LA VINA LAND CO. TRACT;

thence leaving last said south line and along the east line of said LOT E North 00° 26' 20" East 25.20 feet to the point of beginning;

- THENCE FROM SAID POINT OF BEGINNING leaving last said east line and along the southerly and westerly line of said PARCEL 3-2328 the following five (5) courses:
 - 1) along a non-tangent curve to the left, having a radius of 3079.84 feet, the center of which bears radially South 07° 06' 24" West, through a central angle of 6° 59' 04", an arc distance of 375.44 feet;
 - 2) North 89° 52' 40" West 597.01 feet;
 - 3) North 00° 17' 03" East 31.92 feet;
 - 4) North 89° 53' 44" West 1223.21 feet; and
 - 5) North 00° 12' 53" East 235.72 feet;

thence leaving last said westerly line and along the following fifteen (15) courses:

- 1) South 89° 33' 40" East 107.18 feet;
- 2) South 00° 26' 20" West 34.86 feet;
- 3) South 89° 09' 51" East 737.24 feet;
- 4) North 74° 34' 59" East 57.99 feet;
- 5) South 89° 52' 42" East 109.70 feet;
- 6) South 00° 06' 56" West 17.63 feet;
- 7) South 89° 53' 04" East 41.38 feet;
- 8) North 00° 09' 00" East 43.91 feet;

EXHIBIT A DWR PARCEL NO. 3-6009 UNIT A LEGAL DESCRIPTION

- 9) South 89° 33' 40" East 249.42 feet;
- 10) South 00° 26' 20" West 38.72 feet;
- 11) North 89° 18' 56" East 362.02 feet;
- 12) North 72° 48' 56" East 54.19 feet;
- 13) North 86° 50' 58" East 160.14 feet;
- 14) North 60° 37' 13" East 156.70 feet; and
- 15) North 81° 07' 10" East 188.39 feet to the east line of said LOT E;

thence along last said east line South 00° 26' 20" West 384.21 feet to the point of beginning.

Containing 11.77 acres, more or less.

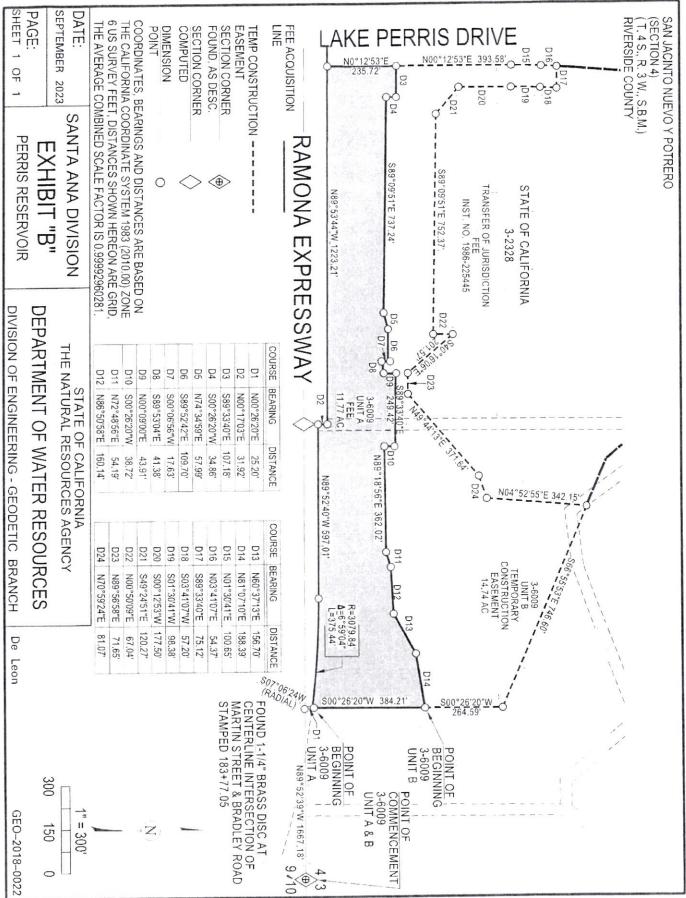
Bearings and distances used in the above description are based on the California Coordinate System, CCS83 (2010.00), Zone 6.

See Exhibit "B" attached hereto and made a part hereof.

Albert De Leon LS 7716

December 14, 2023





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Exhibit 2

Legal Description of Easements

EXHIBIT "A-1" – LEGAL DESCRIPTION GRANT OF BRIDGE EASEMENT AT EVANS ROAD PORTIONS OF SECTIONS 4 and 5, T.4S., R.3W., S.B.M.

All that real property being a portion of Section 4 and Section 5, Township 4 South, Range 3 West, S.B.M., City of Perris, County of Riverside, State of California, being a portion of BLOCK 32, UNIT FOUR as said block and said unit are shown on the map entitled LA VINA LAND CO. TRACT, UNITS 3, 4, 5 & 6 filed in Book 15 of Maps, page 18 & 19, also being a portion of LOT 22 as said lot is shown on the map entitled LOS ANGELES VINEYARD ASSOCIATION TRACT 1 filed in Book 10 of Maps, page 99, also being a portion of the parcel of land described and designated DWR Parcel No. 3-2339 recorded July 14, 1970 As Instrument No. 1970-67199 and also being a portion of DWR Parcel No. 3-2333 recorded January 26, 1970 As Instrument No. 1970-7543, Official Records of said county, described as follows:

3-2333-A 3-2339-D

COMMENCING at the southwest corner of said Section 4, 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 on October 3, 2012 as Document Number 12-0769, Official Records of said county, thence along the west line of said Section 4 North 00° 26' 20" East 80 feet more or less to the **POINT OF BEGINNING** and the south east corner of said DWR Parcel No. 3-2339;

THENCE FROM SAID POINT OF BEGINNING and leaving last said west line and along the southernly line of said Parcel No. 3-2333 North 89° 30' 11" West 99.34 feet;

- THENCE leaving last said southerly line North 00° 41' 43" East 21.75 feet;
- THENCE South 89° 30' 11" East 14.51 feet to the beginning of a tangent curve to the left with a radius of 30.00 feet
- THENCE along said curve through a central angle of 90° 29' 49", an arc length of 47.38 feet;
- THENCE North 76.06 feet;
- THENCE North 89° 16' 20" West 51.04 feet;
- THENCE North 00° 29' 49" East 8.84 feet;
- THENCE North 42° 30' 21" East 17.34 feet to the northerly line of said DWR Parcel No. 3-2339;
- THENCE along last said northerly line South 89° 30' 11" East 94.70 feet to the northwesterly corner of said DWR Parcel No. 3-2333;
- THENCE leaving last said northerly line and along the northerly line of said DWR Parcel No. 3-2333 South 89° 53' 44" East 120.05 feet;
- THENCE leaving last said northerly line South 00° 33' 51" West 21.79 feet;
- THENCE North 89° 26' 09" West 44.95 feet;
- THENCE South 76.88 feet to the beginning of a tangent curve to the left with a radius of 30.00 feet;
- THENCE along said curve through a central angle of 89° 53' 44", an arc distance of 47.07 feet;
- THENCE South 89° 53' 44" East 14.90 feet;
- THENCE South 00° 06' 16" West 21.75 feet to the southerly line of said DWR Parcel No. 3-2333;
- THENCE North 89° 53' 44" West 120.84 feet to the point of beginning.

Containing 0.55 acres, more or less.

Bearings and distances used in the above description are based on the California Coordinate System, CCS83 (2010.00), Zone 6.

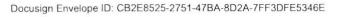
See Exhibit "B-1" attached hereto and made a part hereof.

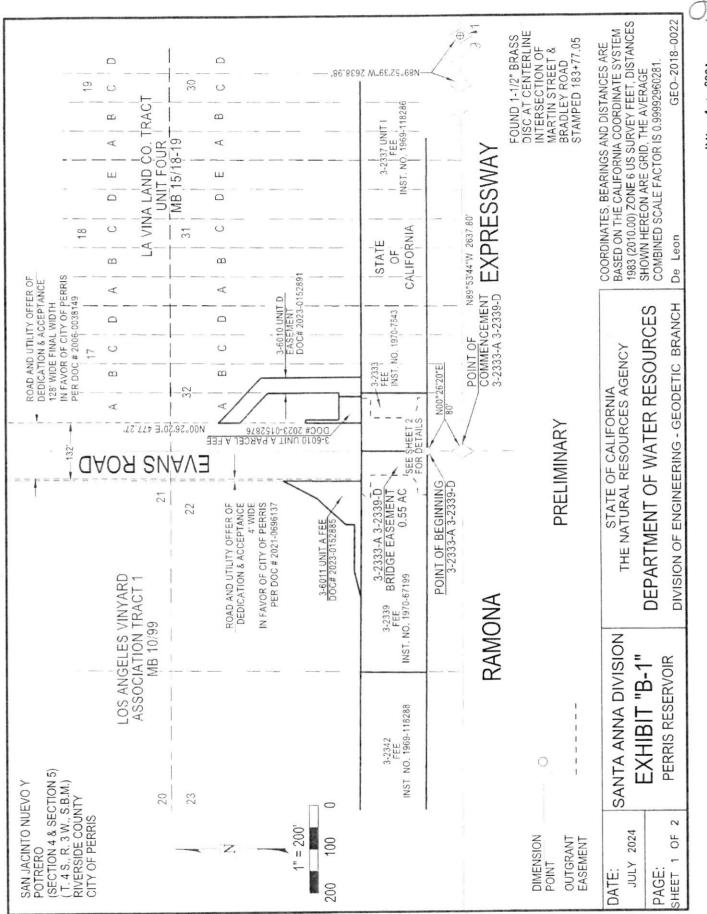
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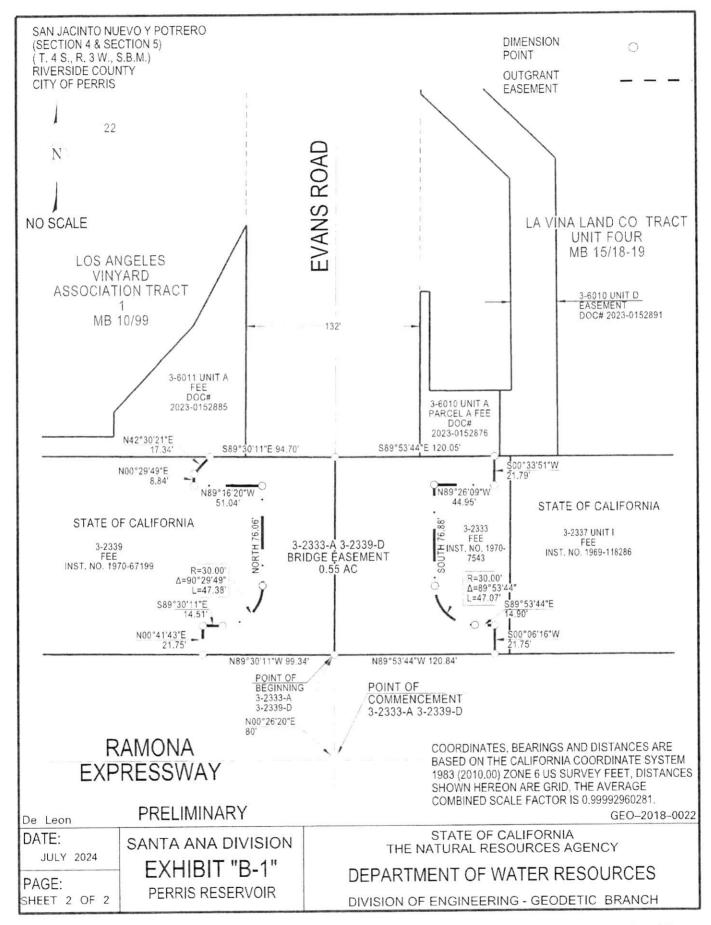


uly 25, 2024





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EXHIBIT "A-2" – LEGAL DESCRIPTION GRANT OF BRIDGE EASEMENT AT LAKE PERRIS DRIVE PORTION OF SECTION 4, T.4S., R.3W., S.B.M.

All that real property being a portion of Section 4, Township 4 South, Range 3 West, S.B.M., County of Riverside, State of California, being a portion of BLOCK 28 and BLOCK 29 of UNIT FOUR as said unit and blocks are shown on the map entitled LA VINA LAND CO. TRACT., UNITS 3, 4, 5 & 6 filed in Book 15 of Maps, pages 18-19, Official Records of said County, described as follows:

3-2333-A 3-2328-A 3-6009-A

COMMENCING at the southeast corner of said Section 4, a 1-1/4 inch brass disc on the south line of said Section 4, and the intersection of Martin Street and Bradley Road, as said section corner and said intersection are shown on map entitled LA VINA LAND CO. TRACT, UNITS 3, 4, 5 & 6 filed in Book 15 of Maps, page 18 &19, Official Records of said County, THENCE along last said south line, North 89° 52' 39" West 1667.18 feet to the intersection of the southerly projection of the east line of LOT E, BLOCK 30, UNIT FIVE of said LA VINA LAND CO. TRACT;

THENCE leaving last said south line and along said projection and the east line LOT E, North 00° 26' 20" East 25.20 feet to the southerly line of the parcel of land described and designated DWR Parcel No. 3-2328 in EXHIBIT B in the AGREEMENT FOR TRANSFER TO THE DEPARTMENT OF FISH AND GAME OF MITIGATION LANDS FOR THE STATE WATER PROJECT IN SOUTHERN CALIFORNIA recorded on September 16, 1986 as Instrument Number 1986-225445, and the southerly line of the parcel of land described and designated DWR Parcel No. 3-2337 UNIT I recorded November 18, 1969 as Instrument Number 1969-118286, Official Records of said County;

THENCE leaving last said easterly line and along last said southerly lines the following four (4) courses:

- along a non-tangent curve to the left, having a radius of 3079.84 feet, the center of which bears radially South 07° 06' 24" West, through a central angle of 6° 59' 04", an arc distance of 375.44 feet;
- 2) North 89° 52' 40" West 597.01 feet;
- 3) North 00° 17' 03" East 31.95 feet; and
- North 89° 53' 44" West 1414.39 feet to the POINT OF BEGINNING;

THENCE FROM SAID POINT OF BEGINNING and leaving last said southerly lines North 00° 06' 16" East 21.75 feet;

THENCE South 89° 53' 44" East 94.53 feet to the beginning of a non-tangent curve to the left with a radius of 131.00 feet the center of which bears radially South 54° 10' 37" East;

JUL 1 1 2024

THENCE along said curve through a central angle of 29° 34' 51", an arc length of 67.63 feet;

THENCE North 06° 14' 31" East 77.70 feet;

THENCE North 00° 00' 44" East 9.63 feet;

THENCE South 89° 59' 16" East 34.75 feet;

THENCE South 00° 00' 44" West 25.56 feet;

- THENCE South 89° 59' 16" East 50.00 feet;
- THENCE South 00° 00' 44" West 88.80 feet to a tangent curve to the left with a radius of 35.00 feet;
- THENCE along said curve through a central angel of 90° 05' 52", an arc distance of 55.04 feet;
- THENCE North 89° 54' 52" East 71.14 feet;

THENCE South 00° 05' 08" East 22.18 feet to the southerly line of

THENCE North 89° 53' 44" West 317.98 feet to the point of beginning.

Containing 0.46 acres, more or less.

Bearings and distances used in the above description are based on the California Coordinate System, CCS83 (2010.00), Zone 6.

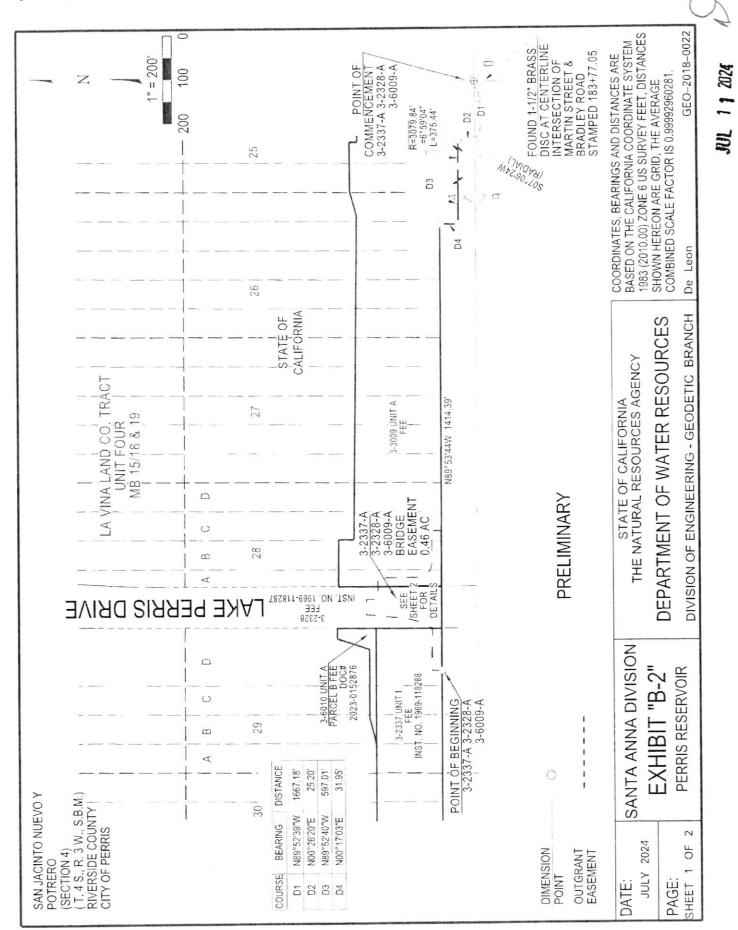
See Exhibit "B-2" attached hereto and made a part hereof.

Albert De Leon,

July 25, 2024



JUL 1 1 2024



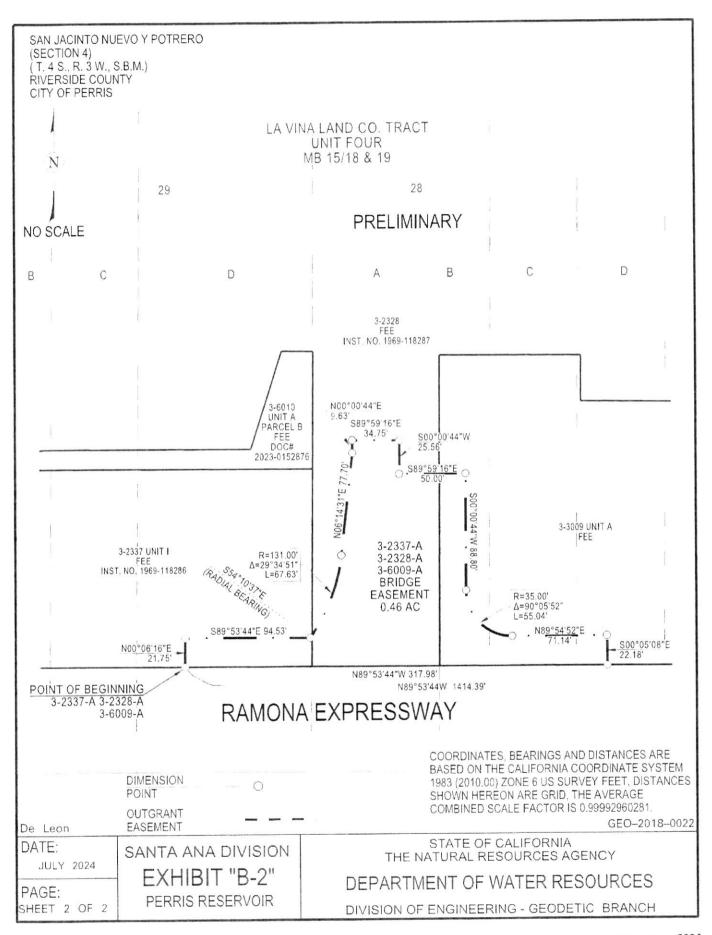


EXHIBIT "A-3" – LEGAL DESCRIPTION GRANT OF BOX CULVERT EASEMENT AT FAIR WAY PORTION OF SECTION 4, T.4S., R.3W., S.B.M.

All that real property being portions of Sections 4, Township 4 South, Range 3 West, S.B.M., County of Riverside, State of California, being a portion of BLOCK 25 of UNIT FOUR and BLOCK 32 of UNIT FIVE as said units and blocks are shown on the map entitled LA VINA LAND CO. TRACT., UNITS 3, 4, 5 & 6 filed in Book 15 of Maps, pages 18-19, Official Records of said County, described as follows:

3-6009-B

COMMENCING at the southeast corner of said Section 4, a 1-1/4 inch brass disc on the south line of said Section 4, and the intersection of Martin Street and Bradley Road, as said section corner and said intersection are shown on map entitled LA VINA LAND CO. TRACT, UNITS 3, 4, 5 & 6 filed in Book 15 of Maps, page 18 &19, Official Records of said County, THENCE along last said south line, North 89° 52' 39" West 1667.18 feet to the intersection of the southerly projection of the east line of LOT E, BLOCK 30, UNIT FIVE of said LA VINA LAND CO. TRACT;

THENCE leaving last said south line and along said projection and the east line LOT E, North 00° 26' 20" East 25.20 feet to the southerly line of the parcel of land described and designated DWR Parcel No. 3-2328 in EXHIBIT B in the AGREEMENT FOR TRANSFER TO THE DEPARTMENT OF FISH AND GAME OF MITIGATION LANDS FOR THE STATE WATER PROJECT IN SOUTHERN CALIFORNIA recorded on September 16, 1986 as Instrument Number 1986-225445, Official Records of said County;

THENCE leaving last said easterly line and along last said southerly line the following four (4) courses:

- along a non-tangent curve to the left, having a radius of 3079.84 feet, the center of which bears radially South 07° 06' 24" West, through a central angle of 6° 59' 04", an arc distance of 375.44 feet;
- 2) North 89° 52' 40" West 597.01 feet;
- 3) North 00° 17' 03" East 31.95 feet; and
- A) North 89° 53' 44" West 46.94 feet to the POINT OF BEGINNING and the beginning of a non-tangent curve to the left having a radius of 28.00 feet, the center of which of which bears radially South 57° 11' 55" East;

THENCE FROM SAID POINT OF BEGINNING and along said curve through a central angle of 37° 56' 44", an arc distance of 18.54 feet;

THENCE North 00° 11' 39" West 14.00 feet

THENCE North 89° 48' 21" East 5.37 feet

THENCE North 00° 08' 28" West 112.97 feet;

THENCE North 89° 51' 32" East 6.75 feet;

THENCE North 00° 08' 28" West 7.08 feet to a tangent curve to the left with a radius of 75.00 feet:

THENCE along said curve through a central angle of 64° 19' 05", an arc length of 84.19 feet to the beginning of a compound curve to the left with a radius of 37.00 feet;

- THENCE along said curve through a central angle of 21° 08' 29", an arc length of 13.65 feet;
- THENCE North 85° 36' 02" West 84.87 feet to the northerly line of the parcel of land described and designated DWR Parcel No. 3-6009 Unit A in the AGREEMENT FOR TRANSFER OF JURISDICTION OF STATE-OWNED REAL PROPERTY approved on April 16, 2024, said agreement is on file with the STATE OF CALIFORNIA, DEPARTMENT OF GENERAL SERVICES, REAL ESTATE SERVICES DIVISION;

THENCE along last said northerly line the following two (2) courses:

- 1) N00°09'00"E 3.51 feet; and
- S89°33'40"E 181.62 feet to the beginning of a non-tangent curve to the right, having a radius of 100.00 feet, the center of which bears radially South 45° 23' 27" West;

THENCE leaving last said northerly line and along said curve through a central angle of 44°36'33", an arc distance of 77.86 feet;

THENCE South 16.30 feet;

THENCE North 89° 51' 32" East 13.98 feet;

THENCE South 00° 08' 28" East 14.86 feet;

THENCE South 89° 51' 32" West 8.00 feet;

THENCE South 00° 08' 28" East 98.10 feet;

THENCE South 89° 51' 32" East 66.48 feet;

THENCE South 00° 08' 28" East 11.75 feet

THENCE South 89° 51' 32" West 72.64 feet

THENCE South 00° 09' 06" East 16.53 feet to a non-tangent curve to the left with a radius of 54.00 feet, the center of which bears radially South 89° 51' 32" West;

THENCE along said curve through a central angle of 41°31'30", an arc distance of 39.14 feet to last said southerly line;

Thence along last said southerly line the following three (3) courses:

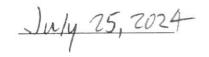
- 1) North 89° 52' 40" West 53.20 feet;
- 2) North 00° 17' 03" East 31.95 feet; and
- 3) North 89° 53' 44" West 46.94 feet to the point of beginning.

Containing 0.50 acres, more or less.

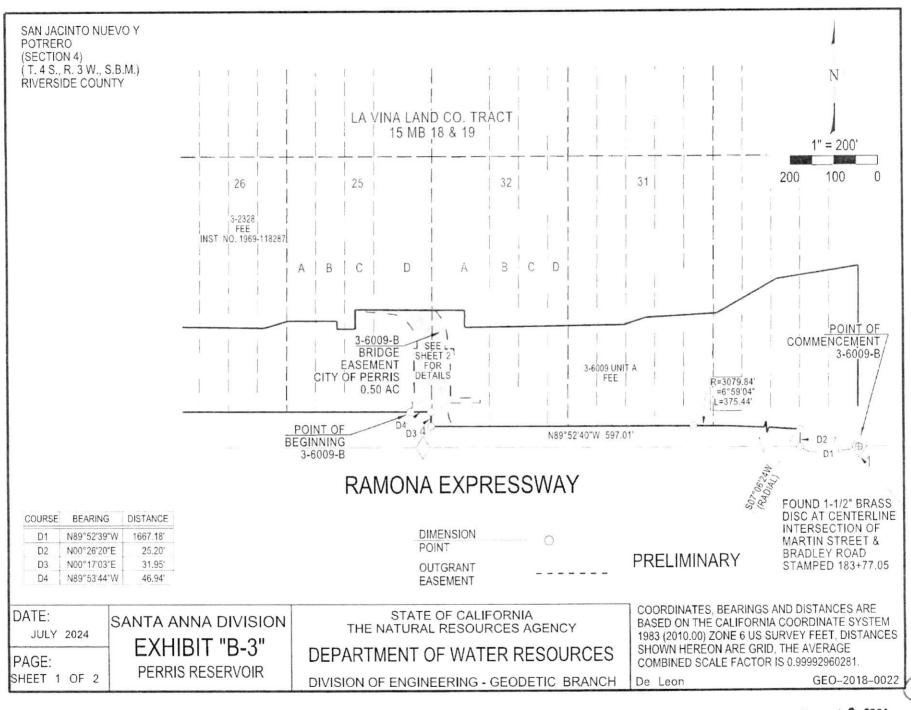
See Exhibit "B-3" attached hereto and made a part hereof.

Bearings and distances used in the above description are based on the California Coordinate System, CCS83 (2010.00), Zone 6.

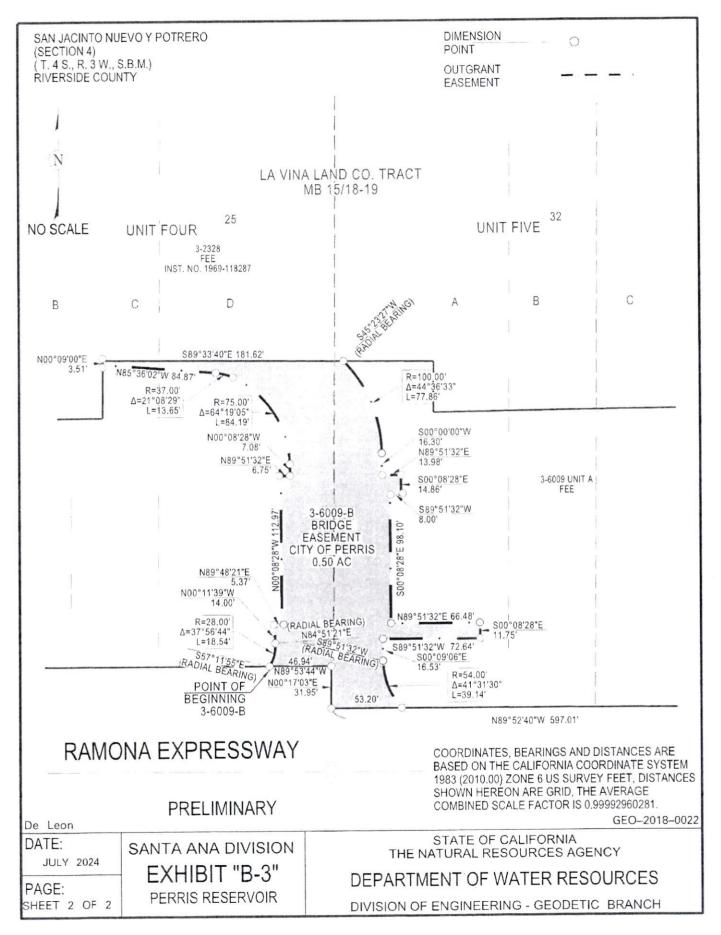
Albert De Leon LS 7716







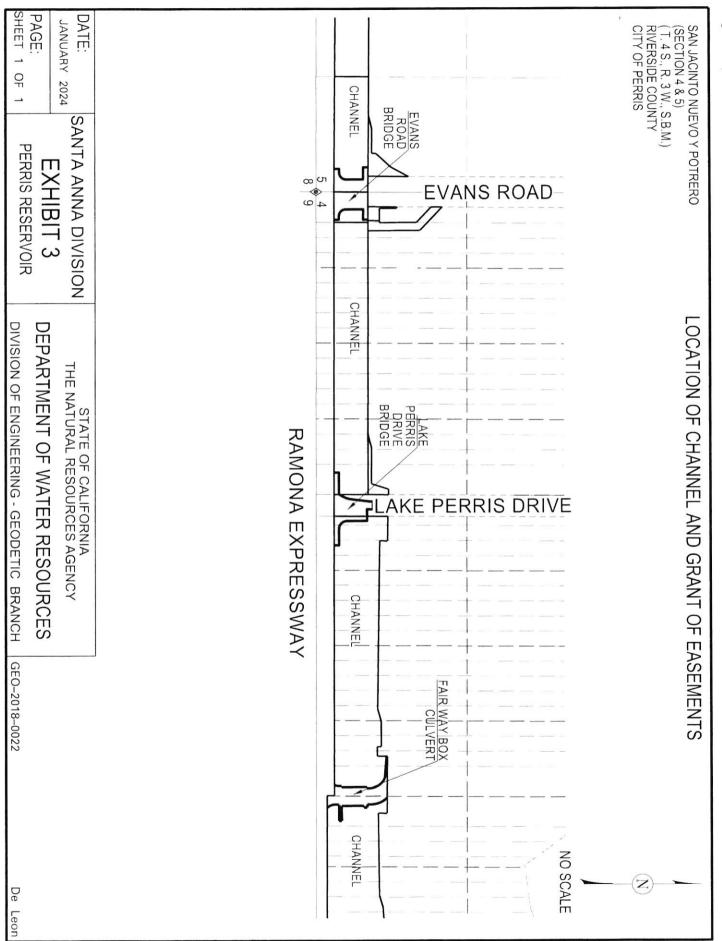
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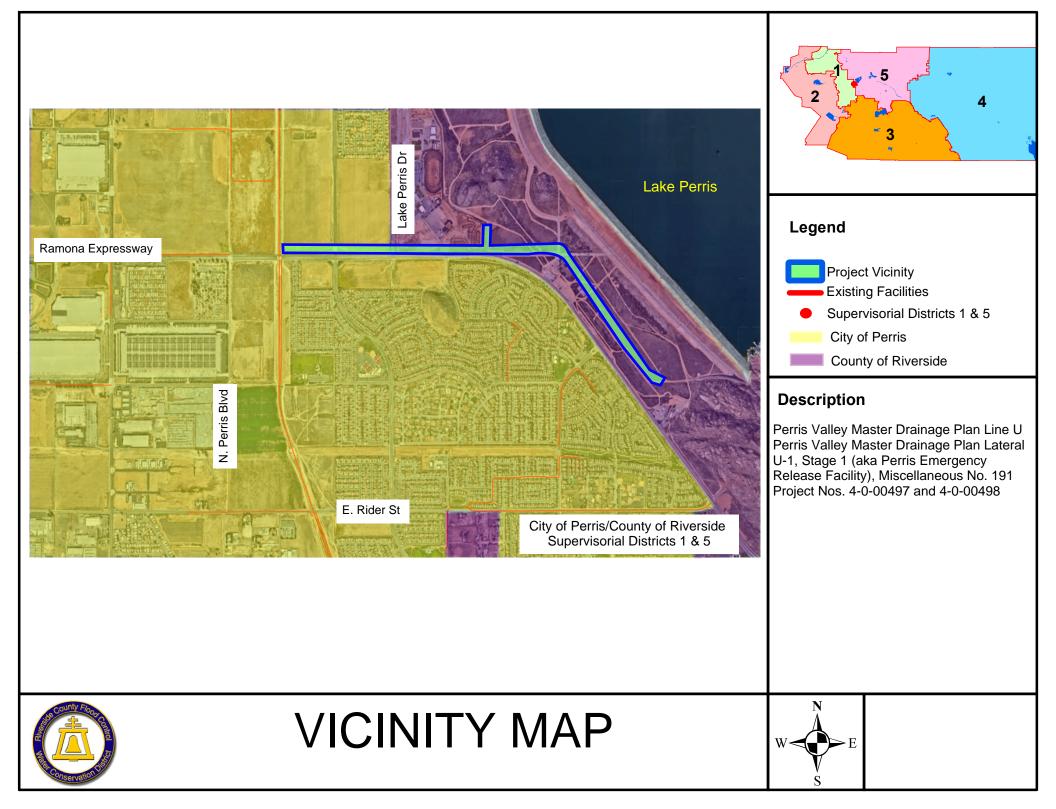
JUL 1 2 2024

Exhibit 3

Location of Channel and Easements



Docusign Envelope ID: CB2E8525-2751-47BA-8D2A-7FF3DFE5346E



RIVERSIDE COUNTY CLERK-RECORDER

AUTHORIZATION TO BILL

TO BE FILLED OUT BY SUBMITTING AGENCY						
DATE:10/24/2023	BUSINESS UNIT/AGENCY:	FLOOD CONT	ROL - FCARC			
ACCOUNTING STRING:						
ACCOUNT:526410	_	FUND:	25140			
DEPT ID:947460	_	PROGRAM:				
AMOUNT: <u>\$50.00</u>						
REF:						
The full CEQA EIR fee for Project Perris Dam E	mergency Release Fac	cility Agreement	224-4-6-00815-00-00-0000-856			
THIS AUTHORIZES THE COUNTY CLERK & REC	CORDER TO ISSUE AN	INVOICE FOR F	PAYMENT OF ALL DOCUMENTS INCLUDED.			
			an las			
AUTHORIZED BY:	Darrylenn Prudholme-I	Brockinton	Ext 58357			
PRESENTED BY:	Joan Valle	*	Ext 58856			
CONTACT:	Sean Berriman		Ext 51242			
TO BE FILLED OUT BY COUNTY CLERK						
ACCEPTED BY:						
DATE:						

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

O:VACCOUNT\FORMSVAuth to Bill Perris Dam