

Recording Requested By  
and When Recorded Mail to:

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

No recording fee pursuant to Government Code §6103

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## GRANT OF EASEMENT AND AGREEMENT

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THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between THE CITY OF RIVERSIDE, a California charter city and municipal corporation, hereinafter referred to as "Grantor", and JURUPA COMMUNITY SERVICES DISTRICT, hereinafter referred to as "Grantee".

WHEREAS, Grantee desires to acquire a certain easement ("Easement") for Sewer Force Main Facilities in a portion of Grantor's property commonly known as Assessor's Parcel Number: 155-070-031 or more particularly as the Riverside Regional Water Quality Control Plant located at 5950 Acorn Street, Riverside, CA 92504 (the "Land"), which easement is legally described in Exhibit "A" and depicted on Exhibit "B" ("Easement Area") for the purpose of the operation and maintenance of an 8-inch diameter PVC vent pipe and odor control fitting and for no other purpose ("Project").

NOW, THEREFORE,

1. Grantor hereby grants to Grantee a nonexclusive easement under the Easement Area located as described in Exhibits A and B for so long as the Easement Area is used exclusively for the purpose(s) of the operation, and maintenance of the Project. Grantor expressly reserves for itself, its successors and its assigns, the right to use the Easement Area or to grant other easements or licenses at the same location so long as such use/uses does/do not unreasonably interfere with the rights herein granted. This Easement is limited to the described area in Exhibits A and B and does not convey any right, title, or interest to any other portions of the Land or improvements thereon.

2. Grantee shall maintain Grantee's improvements and facilities constructed or installed in the Easement Area or associated with Grantee's use of the Easement Area. The operation and maintenance of such improvements and of the Easement Area shall be at Grantee's sole cost and expense. During construction or maintenance activities, the Easement Area shall be maintained by Grantee in a clean, orderly, and safe condition, all in compliance with the applicable provisions of the Riverside Municipal Code.

3. Access to and use of the Easement Area shall be limited to Grantee, its employees, agents and contractors. Grantee is strictly prohibited from allowing any access to or use of the Land by the general public. Grantee shall coordinate the construction and maintenance schedule with the City and shall provide the City forty eight (48) hours' notice and obtain the City's written approval prior to the commencement of any construction or maintenance work on the Project requiring access to the Easement Area. In the event of an emergency repair, Grantee shall provide Grantor with such notice at Grantee's earliest practicable opportunity, and Grantor shall cooperate with Grantee, as soon as practicable, in reasonably approving such repairs.

4. Grantee and any agent or contractor working on Grantee's behalf shall comply with the following insurance provisions:

4.1 **General Provisions.** Prior to the City's execution of this Easement, Grantee shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Easement, such insurance policies and coverages in the types, limits, forms and ratings required herein. Following consultation with Grantee the rating and required insurance policies and insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

4.1.1 **Limitations.** These minimum amounts of coverage shall not constitute any limitation or cap on Grantee's indemnification obligations under Section 12 hereof.

4.1.2 **Ratings.** Any insurance policy or coverage provided by Grantee or subcontractors as required by this Easement shall be deemed inadequate and a material breach of this Easement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

4.1.3 **Cancellation.** The policies shall not be canceled unless thirty (30) days prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

4.1.4 **Adequacy.** The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Grantee pursuant to this Easement are adequate to protect Grantee. If Grantee believes that any required insurance coverage is inadequate, Grantee will obtain such additional insurance coverage as Grantee deems adequate, at Grantee's sole expense.

4.2 **Commercial General Liability and Automobile Insurance.** Prior to City's execution of this Easement, Grantee shall obtain, and shall thereafter maintain during the term of this Easement, commercial general liability insurance and automobile liability insurance as required to insure Grantee against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Grantee.

The City, and its officers, employees and agents, shall be named as additional insureds under the Grantee's insurance policies.

4.2.1 Grantee's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

4.2.2 Grantee's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Grantee's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Grantee's use of the Easement Area, which vehicles shall include, but are not limited to, Grantee owned vehicles, Grantee leased vehicles, Grantee's employee vehicles, non-Grantee owned vehicles and hired vehicles.

4.2.3 Prior to City's execution of this Easement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Easement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

4.2.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Easement.
- b. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by Grantee will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

4.3 **Pollution Liability and Excess Liability Insurance.** Prior to City's execution of the Easement, Grantee shall secure, and shall thereafter maintain without lapse of coverage until completion of the Easement improvements, pollution liability insurance and/or Excess/Umbrella Liability coverage in the minimum amount of \$1,000,000. Grantee's Pollution Liability and Excess/Umbrella Liability coverages shall be maintained continuously for a minimum of five (5) years after final completion and acceptance of all constructions under this Easement.

4.4 **Contractors' Insurance.** Grantee shall require all of its contractors and subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the contractors' or subcontractors' scope of work and activities provided in furtherance of this Easement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, Builder's Risk Installation Floater, and Automobile liability. Upon City's request, Grantee shall provide City with satisfactory evidence that contractors and subcontractors have obtained insurance policies and coverages required by this section. Work shall not commence until approval is given by the City.

5. Subject to the provisions of Section 1, this Easement is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, leases and licenses, easements, and rights of way pertaining to the Land, whether or not of record. The use of the word "grant" shall not imply any warranty on the part of the Grantor with respect to the Easement or the Easement Area.

6. Grantee shall comply with all applicable laws, ordinances and regulations, including but not limited to all applicable regulatory, environmental and safety requirements at Grantee's sole cost and expense.

8. In its exercise of the rights under this Easement, Grantee shall not use, deposit or permit the use or deposit of any hazardous material or toxic waste or other harmful substances on the Land or on any other real property of Grantor adjacent to the Easement Area. This Section 8 is not intended to address the normal effluent lawfully conveyed through the subject pipelines, which is subject to other agreements between the parties hereto, laws, rules, and or regulations.

9. Grantor may relocate the Easement if in the sole opinion of Grantor it unreasonably interferes with the present or future use by Grantor of Grantor's land. The first such relocation shall be at Grantee's sole cost and expense with any subsequent relocation at Grantor's expense; provided, however, that Grantor shall provide to Grantee a substitute Easement Area reasonably suited to Grantee's needs at no cost to Grantee. Should such relocation result from work that specifically includes the subject relocation, to which work Grantee has financially contributed, Grantee's relocation expenses, if any, will be reduce by Grantee's or others' contribution towards the relocation part of that work.

10. Grantee shall not materially interfere with the use by and operation and activities of Grantor on its property, and Grantee shall use such routes and follow such procedures on Grantor's property as result in the least damage and inconvenience to Grantor.

11. Grantee shall be responsible for any damage to Grantor's property or that of third parties resulting from any exercise of the rights herein granted, including but not limited to soil erosion, subsidence or damage resulting therefrom. Grantee shall promptly repair and restore to its original condition any of Grantor's property, including, but not limited to, roads, utilities, buildings and fences that may be altered, damaged or destroyed in connection with the exercise of the Easement or use of the Easement Area.

12. This Grant of Easement is made on the express condition that Grantor is to be free from all liability by reason of injury or death to persons or injury to property from whatever cause arising out of Grantee's, its contractors', agents', officers', members', employees', invitees', or licensees' exercise of rights granted pursuant to this Easement or use of the Easement Area or of the improvements or personal property of Grantee thereto or thereon, including any liability for injury or death to the person or property of Grantee, its contractors, agents, officers, members, employees, invitees, or licensees or to any property under the control or custody of Grantee. Grantee hereby covenants and agrees to defend and indemnify Grantor, its officers, employees, agents, students, invitees and guests and save them harmless from any and all liability, loss, costs, or obligations on account of, or arising out of, any such injury or losses caused or claimed to be caused by the exercise of the Easement or use of the Easement Area by Grantee, however occurring, other than those caused solely by the willful or negligent acts or omissions of Grantor.

13. Grantor may terminate this Easement and all of the rights granted herein any time after six (6) months of continuous non-use of the Easement or the Easement Area by Grantee. In the event of such termination, the Easement shall be quitclaimed from Grantee to Grantor, without expense to Grantor, and any and all interest in Grantor's Land conveyed in this Easement shall automatically revert to Grantor or its assigns and successors, without the necessity of any further action to effect said reversion. On demand by Grantor, Grantee shall promptly remove any and all improvements it installed in, on, under or above the Easement Area. At the option of Grantor, all such improvements shall become the personal property of Grantor at no cost to Grantor.

14. Grantee alone shall pay any and all taxes, charges or use fee(s) levied by any governmental agency against Grantee's interest in the Easement Area, or against any of Grantor's real property as a result of the Easement herein granted. Grantee shall not cause liens of any kind to be placed against the Easement Area or any of Grantor's real property.

15. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing, signed by the party to be charged.


16. This instrument shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

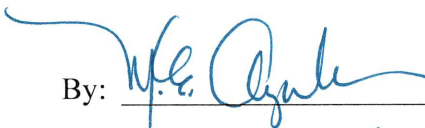
CITY OF RIVERSIDE, a California and municipal corporation

JURUPA COMMUNITY SERVICES DISTRICT

By: \_\_\_\_\_  
City Manager


By:   
Chris Berch, General Manager  
[Printed Name and Title]

Attest: \_\_\_\_\_  
City Clerk

By: 

APPROVED AS TO FORM:

Maria E. Ayala  
[Printed Name and Title]

By:   
Brandon S. Mercer  
Senior Deputy City Attorney

Executive Services  
Manager / Secretary  
to the Board of  
Directors.

**EXHIBIT "A"**  
**AIR VENT EASEMENT**

**PROJECT:** \_\_\_\_\_  
**APN:** 155-070-031

PORTION OF LOT 7-A AS SHOWN BY McCLASKEY TRACT ON FILE IN BOOK 10 OF MAPS, AT PAGES 36 AND 37, THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN SECTION 25, TOWNSHIP 2 SOUTH, RANGES 6 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING A STRIP OF LAND 10.00 FEET WIDE LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

**COMMENCING** AT THE NORTHEAST CORNER OF PARCEL 1 AS SHOWN BY RECORD OF SURVEY ON FILE IN BOOK 38 OF RECORDS OF SURVEY, AT PAGE 4, RECORDS OF SAID COUNTY, ALSO BEING A POINT ON THE SOUTHERLY LINE OF LOT 7 OF SAID McCLASKEY TRACT, HAVING A RECORD BEARING OF (NORTH 89°36'00" WEST);

**THENCE** ALONG SAID SOUTHERLY LINE OF SAID LOT 7 AND LOT 7-A AS SHOWN BY SAID McCLASKEY TRACT, NORTH 88°55'32" WEST, A DISTANCE OF 344.09 FEET TO THE TRUE POINT OF BEGINNING OF THAT CERTAIN GRANT OF EASEMENT AND AGREEMENT RECORDED SEPTEMBER 02, 2021 AS INSTRUMENT NO. 2021-0525541 OFFICIAL RECORDS OF SAID COUNTY.

**THENCE** NORTH 0°56'54" WEST ALONG THE CENTERLINE OF SAID GRANT OF EASEMENT, A DISTANCE OF 91.76 FEET FOR THE **TRUE POINT OF BEGINNING**;

**THENCE** LEAVING SAID CENTERLINE, SOUTH 88°54'30" EAST, A DISTANCE OF 41.49 FEET;

**THENCE** NORTH 1°05'30" EAST, A DISTANCE OF 184.18 FEET;

**THENCE** NORTH 89°24'19" WEST, A DISTANCE OF 18.67 FEET TO A POINT ON THE CENTERLINE OF SAID GRANT OF EASEMENT, SAID POINT ALSO BEING THE **TERMINUS**.

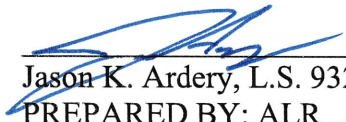
**EXHIBIT "A"**  
**AIR VENT EASEMENT**

**EXCEPTING** THEREFROM SAID STRIP THAT PORTION LYING WITHIN SAID GRANT OF EASEMENT.

THE SIDELINES OF SAID STRIP TO BE LENGTHENED OR SHORTENED TO SIDELINE INTERSECTIONS.

CONTAINING 2,279 GROSS SQUARE FEET, MORE OR LESS


SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF. PREPARED UNDER MY SUPERVISION

  
\_\_\_\_\_  
Jason K. Ardery, L.S. 9329  
PREPARED BY: ALR  
CHECKED BY: JKA

3/7/23  
\_\_\_\_\_  
Date



DESCRIPTION APPROVAL:

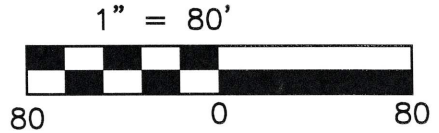
  
\_\_\_\_\_  
DOUGLAS B. WEBBER, L.S. 9477 DATE 3/22/24  
Interim City Surveyor



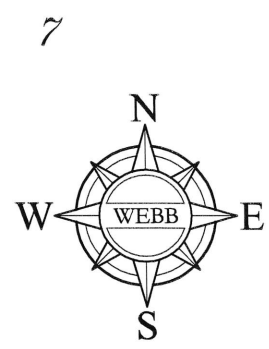
**SURVEY NOTES:**

1. ( ) DENOTES RECORD INFORMATION FROM MB 10/36-37

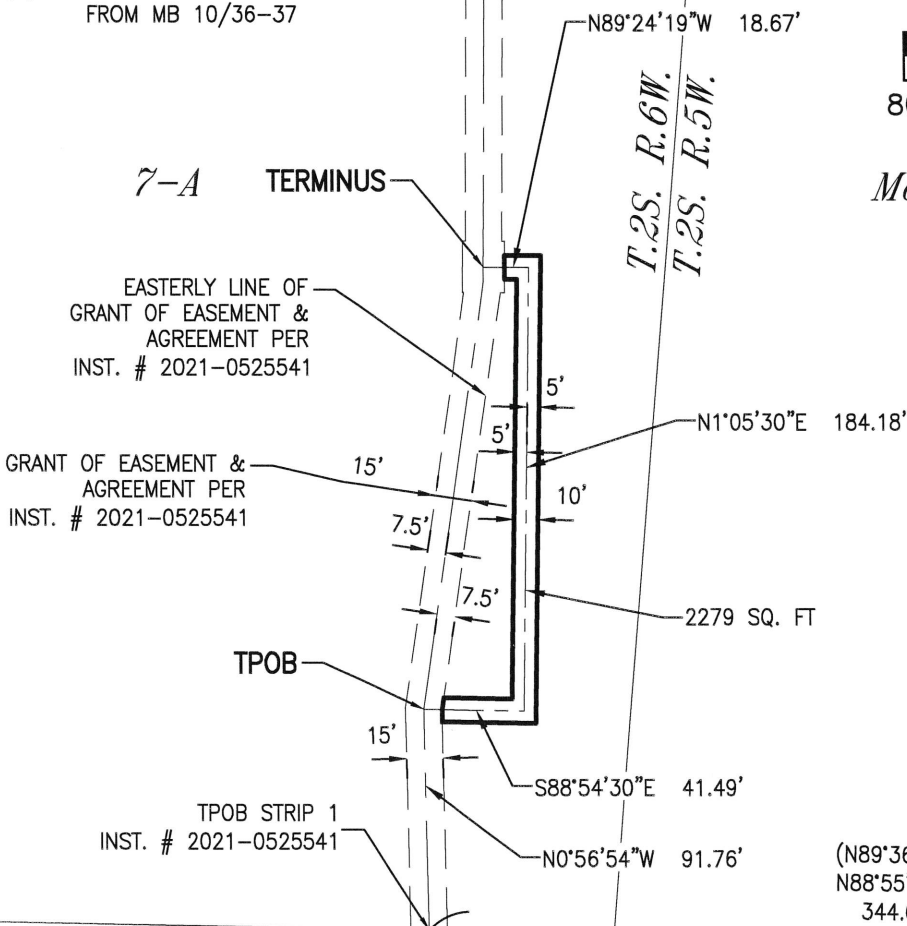
**EXHIBIT "B"  
AIR VENT EASEMENT**



*McCLASKEY TRACT  
MB 10/36-37*



POC  
NE COR.  
PAR. 1  
RS 38/4



DATE: 3/7/23

SEC. 25, T2S, R6W, SBM

A L B E R T A.  
**WEBB**  
A S S O C I A T E S

**CITY OF RIVERSIDE**

H:\2023\23-1005\Drawings\Mapping\Legals & Plats\JCSD\2023-JCSD PLAT.dwg 2/13/2023 5:45 AM

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

SHEET 1 OF 1

W.O.  
23-1005

SCALE: 1"=80'

DRWN BY ALR  
CHKD BY JKA

DATE 2/10/23  
DATE \_\_\_\_\_

SUBJECT: AIR VENT EASEMENT