

**AGREEMENT
FOR CONVEYANCE OF EASEMENT WITHOUT ESCROW**

1.0 PARTIES AND DATE

THIS AGREEMENT is entered into by and between RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic ("Grantee") and the CITY OF RIVERSIDE, a California charter city and municipal corporation (the "Grantor").

2.0 RECITALS

2.1 Grantor owns certain real property located in the City of Riverside, County of Riverside, State of California described as Assessor's Parcel Numbers: 238-180-003 and 238-170-004 (the "Property").

2.2 Grantee desires to purchase a storm drainage easement for the installation, operation, and maintenance of an underground storm drainage facility ("Facility"). The easement allows for the installation, operation, and maintenance of a 64 inch underground storm drainage pipe within a portion of the Property, as further described as Exhibit "1" attached hereto and incorporated herein by reference (the "Easement"), and Grantor desires to sell and convey the Easement to the Grantee.

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

3.0 AGREEMENT

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

3.2 **Purchase Price.** The total purchase price for the Easement shall be the lump sum of **TWO THOUSAND FOUR HUNDRED FIFTY DOLLARS (\$2,450.00)**, which shall be paid by the Grantee to Grantor at the close of this transaction.

3.3 **Closing.** This transaction shall close upon the receipt of payment by Grantee, at which time Grantor shall deliver an executed Easement in substantially the same form as Exhibit "1".

3.4 **Conditions for Use of Property.** The conditions for the Use of the Property and Easement shall be as stated in the Easement attached hereto as Exhibit "1".

4.0 MISCELLANEOUS

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

Grantee: RIVERSIDE COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT
Attn: Real Estate Services
1995 Market Street
Riverside, CA 92501

Grantor: CITY OF RIVERSIDE
Community and Economic Development
Department
Real Property Services Division
3900 Main Street, 5th Fl.
Riverside, CA 92522
Supervisor Sheryn Smay
Phone: (951) 826-5343

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

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

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

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

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

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

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

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

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

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

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

4.12 **Ratification.** This Agreement may be subject to approval and ratification by the City Council of the City of Riverside and the Board of Supervisors of the Riverside County Flood Control and Water Conservation District. The parties hereby represent and warrant to each other that any and all required approval or ratification has been properly obtained prior to the parties executing this Agreement.

4.13 **Authorization to Sign.** The parties hereby represent and warrant to each other that it is the sole owner of the referenced property, and that it has the authority to enter into this Agreement.

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

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

CITY OF RIVERSIDE, a California and
Municipal corporation

By: _____
Al Zelinka, City Manager

Attest: _____
City Clerk

APPROVED AS TO FORM:

By: Susan Wilson
Susan Wilson
Assistant City Attorney

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

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

APPROVED AS TO FORM:

GREGORY P. PRIAMOS
County Counsel

By: Wesley W. Stanfield
Wesley W. Stanfield
Deputy County Counsel

Exhibit "1"

Grant of Easement and Agreement

Recording Requested By
and When Recorded Mail to:

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

No recording fee pursuant to Government
Code § 6103

For Recorder's Office Use Only

GRANT OF EASEMENT AND AGREEMENT

THIS AGREEMENT ("Agreement"), made this ____ day of _____, 20____, by and between THE CITY OF RIVERSIDE, a California charter city and municipal corporation, hereinafter referred to as "Grantor", and THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic, hereinafter referred to as "Grantee".

WHEREAS, Grantor is the fee owner of the real property in the City of Riverside, County of Riverside, State of California described as Assessor's Parcel Numbers: 238-180-003 and 238-170-004 (the "Land");

WHEREAS, Grantee desires to acquire a certain easement for underground storm drainage facilities (the "Facilities") within a portion of the Land as legally described in Exhibit "A" and depicted on Exhibit "B" for the purpose of the installation, operation, an maintenance of underground storm drainage facilities in connection with Monroe Master Drainage Plan Line E Stage 3 of the Monroe Master Drainage Plan Line E, Stages 2 and 3, Line E-2, and Line E-5 Projects Nos. 1-0-00073, -00074 and -00075 ("Easement").

For good and valuable consideration, receipt of which is acknowledged, Grantor and Grantee agree as follows:

1. Grantor hereby grants and conveys to Grantee a perpetual, nonexclusive easement under the Land as described in Exhibits "A" and "B" for so long as the Easement is used exclusively for the purpose(s) of the installation, operation, and maintenance of the Facilities in connection with the Monroe Master Drainage Plan Line E, Stage 3. Grantor expressly reserves for itself, its successors and its assigns, the right to use the Easement 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 including the functionality of the Facilities. 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 drainage facilities constructed in connection with the Monroe Master Drainage Plan.

2. The Easement granted in this Agreement includes the right of Grantee, its contractors, agents, and employees to enter the premises at all reasonable times for the purpose of locating, constructing, reconstructing, operating, maintaining, inspecting, altering and repairing the Facilities within the Easement. No later than seven (7) calendar days prior to entering the premises, Grantee shall provide written notice of its entry to the Grantor through its Public Utilities Department and to the Gage Canal Company. Grantee, its contractors, agents, and employees shall not interfere with the Gage Canal Company's operation of the premises. This notification requirement does not apply to routine maintenance by the Grantee that takes place solely above ground or solely within the Facilities, provided it is reasonably foreseeable that such routine maintenance will not interfere with operation of the Gage Canal. Notwithstanding paragraph 14 below, the provisions of this paragraph may be satisfied with written notice via email at waterdevelopment@riversideca.gov, (951)826-5285.

3. Grantee shall operate and maintain the Facilities within the Grantor's Easement at Grantee's sole cost and expense.

4. 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. Grantor warrants that it is the owner of the Land and has the right, title and capacity to convey to Grantee the Easement in this Agreement.

5. 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.

6. 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. Grantee shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorneys' fees, or losses resulting from any claims, actions, suits or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the Easement or the Land prior to the date of this Agreement.

7. If Grantor determines that the Easement unreasonably interferes with the present or future use by Grantor of Grantor's land, Grantor may enter the Easement and alter, remove, or modify Grantee's Facilities such that there is no unreasonable interference. Prior to any work that would alter, remove or modify the Facilities, the parties shall mutually review the plans and specifications for the other party's proposed alterations or restoration and attempt to coordinate work. At such time, the parties shall also meet and confer to agree on the proportion of cost sharing, and the schedule for the alteration, removal, restoration, or repair of the Facilities. In such event, Grantee shall be responsible for any restoration or repair of the Facilities; provided, however, that if necessary, Grantor shall provide to Grantee a substitute Easement reasonably suited to Grantee's needs at no cost to Grantee

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

9. Grantee shall be responsible for any damage to the Land or damage to the person or property of third parties resulting from Grantee's negligent 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.

10. 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 or of the Facilities 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 by Grantee, however occurring, other than those caused solely by the willful or negligent acts or omissions of Grantor. Nothing in this paragraph is intended or shall be construed as a waiver of defenses and immunities available to Grantee.

11. Grantor may terminate this Easement and all of the rights granted herein any time after abandonment of the Easement. 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, including Grantee's responsibilities provided under section two (2) of this Agreement, shall automatically revert to Grantor or its assigns and successors, without the necessity of any further action to effect said reversion. In the event of such termination and on demand by Grantor, Grantee shall promptly remove any and all improvements installed in, on, under or above the Easement. Grantee may propose alternative options to restore

the Easement, which may be carried out at Grantor's discretion in lieu of complete removal of the Facilities. At the option of Grantor, all such improvements shall become the personal property of Grantor at no cost to Grantor. In the event Grantee desires to change the use of the Facilities to any use other than as stated in this Agreement, Grantor shall be provided the opportunity to review and approve plans and specifications for the proposed change in use to ensure that such use will not interfere with Grantor's use of the Land. Grantor shall not be obligated to approve such change in use, and Grantor shall not unreasonably withhold approval of Grantee's plans and specifications.

12. 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, 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 or any of Grantor's real property.

13. 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 and effect except in a subsequent modification in writing, signed by the party to be charged.

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

Grantee:

RIVERSIDE COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT
Attn: Real Estate Services
1995 Market Street
Riverside, CA 92501
Fax number: (951) 788-9965

Grantor:

CITY OF RIVERSIDE
Community and Economic Development
Department
3900 Main Street, 5th Fl.
Riverside, CA 92522
Attn: David Welch, Director
Phone: (951) 826-5110
E-mail: dwelch@riversideca.gov

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

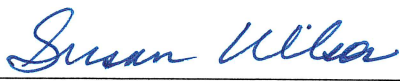
IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

CITY OF RIVERSIDE, a California and
Municipal corporation

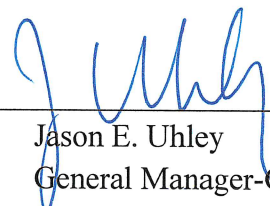
By: _____
City Manager

Attest: _____
City Clerk

APPROVED AS TO FORM:

By: 
Susan Wilson
Assistant City Attorney

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

By: 
Jason E. Uhley
General Manager-Chief Engineer

APPROVED AS TO FORM:

GREGORY P. PRIAMOS
County Counsel

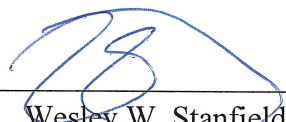
By: 
Wesley W. Stanfield
Deputy County Counsel

EXHIBIT A

EXHIBIT "A"
LEGAL DESCRIPTION

Project: Gage Canal Storm Drain Easement
Por. A.P.N's.: 238-180-003 & 238-170-004

In the City of Riverside, County of Riverside, State of California, being a portion of the Gage Canal of the Resubdivision of Block 32 and the Southwest Quarter of Section 16 of Arlington Heights, as shown by map on file in Book 1, Page 37 of Maps, Records of said County, described as follows:

A strip of land 28.00 feet wide lying 16.50 feet northeasterly and 11.50 feet southwesterly of the following described line:

The southeasterly prolongation of the centerline of Gratton Street as shown on said map to the southerly line of said Gage Canal.

The sidelines of said strip shall be prolonged and shortened as to terminate northwesterly in the northerly line of said Gage Canal and southeasterly in the southerly line of said Gage Canal.

Area – 1,625.8 S.F. more or less

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

Curtis C. Stephens 1/24/19 Prep. (Signature)
Curtis C. Stephens, L.S. 7519 Date



EXHIBIT B

**EXHIBIT "B"
EASEMENT AREA**

**RESUBDISION OF BLOCK 32
AND THE S.W. 1/4 OF SEC 16
OF ARLINGTON HEIGHTS**

M.B. 1/37 RIV. CO.

14

STORM DRAIN EASEMENT

**POR. APN'S: 238-180-003
& 238-170-004**

21

**GRATTON
STREET**

GAGE

CANAL

DRIVE

HERMOSA

WINDSOR HEIGHTS
M.B. 12/8-10 RIV. CO.

GRATTON STREET

3

5

20'

40'

• CITY OF RIVERSIDE, CALIFORNIA •

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE
ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

SHEET 1 OF 1

SCALE: 1"=50'

DRAWN BY: CURT

DATE: 11/19/18

SUBJECT: GAGE CANAL STORM DRAIN EASEMENT

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by Grant of Easement and Agreement, dated _____ from **CITY OF RIVERSIDE** to **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT** ("Grantee"), **a body politic**, is hereby accepted by the undersigned officer on behalf of the Board of Supervisors of the Riverside County Flood Control and Water Conservation District pursuant to authority conferred by Resolution No. 474 of the Board of Supervisors of said District adopted on May 12, 1961, and the Grantee consents to the recordation thereof by its duly authorized officer.

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**Date: 10/17/19By: 

JASON E. UHLEY

General Manager-Chief Engineer

Project: Monroe MDP Line E, Stages 2 and 3,
Lines E-2 and E-3
Project Nos. 1-0-00073, 1-0-00074, 1-0-00075
APNs 238-180-003 and 238-170-004