

16) **Revised Grant of Easement to Elsinore Valley Municipal Water District for Purposes of Pump Station on 71 Acre Mitigation Area**

Approve and authorize the City Manager to execute the Revised Grant of Easement, and such other ancillary documents as may be necessary, in such final form as approved by the City Attorney.



REPORT TO CITY COUNCIL

To: Honorable Mayor or Members of the City Council

From: Jason Simpson, City Manager

Prepared by: Remon Habib, City Engineer

Date: December 13, 2022

Subject: **Revised Grant of Easement to Elsinore Valley Municipal Water District for Purposes of Pump Station on 71 Acre Mitigation Area**

Recommendation

Approve and authorize the City Manager to execute the Revised Grant of Easement, and such other ancillary documents as may be necessary, in such final form as approved by the City Attorney.

Background

On March 22, 2022 City Council approved original Easement documents allowing Elsinore Valley Municipal water district to access the pump intake pipes that extend into the 71 acres mitigation area for the purpose of drawing water. Due to how the pipe was ultimately constructed, EVMWD and the Summerly Development are requesting the easement to be revised.

On June 8, 1993, the City Council of the City adopted Ordinance No. 955 approving and adopting the East Lake Specific Plan covering approximately 3,000 acres of property, a portion of which includes approximately 706.72 acres of real property for development of a residential planned community, parks, a golf course and related infrastructure (the "Summerly Project").

In compliance with various regulatory permits, Summerly has previously dedicated certain conservation areas, including an approximately 71-acre mitigation area depicted below which was conveyed in fee to the City.

Summerly is further obligated to install a permanent pump station on the 71-acre mitigation area, which pump will be owned and operated by Elsinore Valley Municipal Water District (EVMWD).

The City previously conveyed the pump site to EVMWD in 2013. However, the final design of the pump site required a relatively small addition of land along the northeast and northwest perimeter of the site.

Also, the pump will necessarily require intake pipes that will extend into the slope area of the 71-

(Grant of Easement Revision)

acre mitigation area. EVMWD has requested the City grant an easement so that EVMWD can maintain the pipes along with obtaining a right of access to the pump site from Cereal Street.

Discussion

The attached revised Grant of Easement reflects “As Built” condition of how the intake pipe was built. Easement will grant EVMWD access to the intake pipes feeding the pump. The Grant of Easement includes an exhibit depicting the easement areas and original easement that will be quitclaimed by EVMWD.

Fiscal Impact

None.

Attachments

Attachment 1- Easement Exhibit

No Recording Fees Required
Per Government Code
Section 27383

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

ELSINORE VALLEY MUNICIPAL
WATER DISTRICT
P.O. Box 3000
31315 Chaney Street
Lake Elsinore, CA 92531

TRA:31920-1

(Space above this line is for Recorders use)

WO #: 19-050

APN:(S)371-040-021 & 022

Exempt from Recording Fees per Gov.

Code § 27383 Exempt from Documentary Tax

Transfer per Calif. Rev. & Tax. Code § 11922

GRANT OF EASEMENT

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, City of Lake Elsinore (“**Grantor(s)**”) do(es) hereby grant to ELSINORE VALLEY MUNICIPAL WATER DISTRICT, a public agency of the State of California (“**Grantee**”), and its successors and assigns, a perpetual, exclusive easement and right-of-way (“**Easement**”) to construct, reconstruct, install, enlarge, survey, replace, remove, relocate, repair, alter, improve, operate, maintain, inspect, and use water and sewer facilities and other appurtenant appliances and fixtures (“**Facilities**”), which Facilities may be installed at different times, and over a period of time, and necessary devices and appurtenances thereto in, on, over, under, along and across that certain real property in the County of Riverside, State of California, described in **Exhibit “A”** and depicted in **Exhibit “B”**, both of which are attached hereto and by reference made a part hereof (“**Easement Area**”).

The foregoing Easement includes the reasonable right of access to and from the Easement Area for the purpose of exercising the rights granted herein.

The Facilities and appurtenances may be constructed within the Easement Area any distance either below or above the ground surface. The Easement herein granted includes the right to enter the Easement Area, to survey, construct, reconstruct, lay, relay, maintain, operate, control, use and remove said Facilities, fixtures, appurtenances, and to remove objects interfering with the construction, operation and maintenance thereof.

Grantor(s) shall not have the right to cultivate, occupy or use the Easement Area for any purpose inconsistent with the rights and privileges granted herein or which would interfere with or endanger said Facilities, fixtures and appurtenances or the use thereof. Grantee shall use due care in the construction, operation and maintenance of said Facilities, fixtures and appurtenances.

Grantor(s), and Grantor(s)’s successors and assigns, further agree that no building, fences, walls or other structures of any kind, or trees, shall be installed, constructed, erected, placed planted or maintained in any portion of the Easement Area, and no shrubs or other plants or vegetation shall be placed, planted or maintained in the portion of Easement Area, and no changes in the alignment of grading of the Easement Area will be made without prior written consent of the Grantee.

The Easement shall include, without limitation, the right and privilege of Grantee and its employees, agents, representatives, contractors, subcontractors, and workmen to: (i) perform all activities as may be necessary to facilitate the purposes of the Easement; (ii) use, control and occupy the Easement Area non-

exclusively with Grantor(s); (iii) have access to, ingress to, and egress from the Easement Area; (iv) construct and relocate the sewer and related facilities within said Easement Area, and to use gates in all fences which now cross said Easement Area; (v) use and temporarily place and operate tools, equipment, machinery, and materials on the Easement Area, and (vi) trim, cut, remove, or clear away any trees, brush, or other vegetation or flora, including the roots thereof, located within the Easement Area. No additional fences or gates or gates shall be constructed across said Easement Area unless approved in writing by the Grantee. Grantee shall also have the right to mark the location of this easement in a manner which will not interfere with Grantor(s)'s reasonable and lawful use of said Easement Area.

Grantee shall also have the right to grant, transfer and/or assign from time to time all or a portion of the easement rights created herein to one or more parties, including, without limitation, to any other governmental district, entity or agency with jurisdiction over any portion of the Easement Area if necessary or appropriate to use or develop any portion of Grantee's other properties. The easements created herein may only be terminated or extinguished by a written and recorded document executed by Grantee, and not by any operation or theory of law.

Grantee, and its successors and assigns, shall defend and indemnify Grantor and its successors and assigns from and against any claim, action, cost, expense or liability arising out of the easement rights created herein, including without limitation use of the easement by Grantee, its agents or assignees, or third parties, and also including without limitation mechanic's or materialman's liens against any portion of the Easement Area or the real property of which it is a part. Grantee, and its successors and assigns, shall also provide Grantor, and its successors and assigns, evidence that Grantee maintains a general liability insurance and worker's compensation policy covering the activities in the Easement Area and naming Grantor, its successors and assigns, as additional insureds. Such insurance shall have limits in the aggregate of not less than \$1,000,000 per occurrence. The provision and limits of insurance so provided will not be deemed to limit the indemnity obligations stated above. Upon assignment by Grantee of all rights under this Easement to a third party and assumption in writing of such obligations by that party, Grantee shall have no liability hereunder for matters occurring after the recordation of such assignment/assumption document. The use of the easements granted herein shall be done with the minimum reasonable disruption to Grantor, and in compliance with all applicable state and federal laws, ordinances and regulations (including, without limitation, regulations concerning hazardous materials and clean water).

GRANTOR(S)

Date _____

By: _____
(Signature)

(Print Name)

(Title)

City of Lake Elsinore

(Company Name)

130 South Main Street

(Mailing Address)

Lake Elsinore, CA 92530

(City) (State) (Zip Code)

NOTARY ACKNOWLEDGEMENT

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

On _____, before me, _____,

personally appeared _____,

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public _____

EXHIBIT A

LEGAL DESCRIPTION OF EASEMENT AREA

[See Attachment Behind This Page]

EXHIBIT "A"

LEGAL DESCRIPTION

SITUATED IN THE CITY OF LAKE ELSINORE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING OVER A PORTION OF LOTS 35 AND 37 OF TRACT NO. 31920-1, AS PER MAP FILED IN BOOK 394 AT PAGES 41 THROUGH 51, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1:

A STRIP OF LAND 20.00 FEET WIDE, LYING OVER A PORTION OF LOT 23 OF SAID TRACT NO. 19175, THE CENTERLINE BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER INSTRUMENT NO. 2022-0199202, O.R.;

THENCE NORTHWESTERLY ALONG THE NORTHERLY LINE OF SAID INSTRUMENT, NORTH 48°36'09" WEST 30.17 FEET, TO THE **TRUE POINT OF BEGINNING**;

THENCE LEAVING SAID NORTHERLY LINE, NORTH 59°35'42" WEST 221.71 FEET;

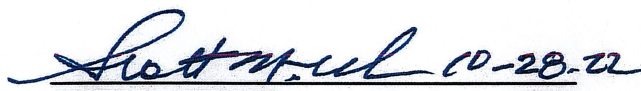
THE SIDELINES OF SAID STRIP SHALL BE EXTENDED OR SHORTENED NORTHWESTERLY TO TERMINATE ON THE NORTHERLY LINE AND EASTERLY LINES OF SAID INSTRUMENT.

CONTAINING AN AREA OF 4,482 SQUARE FEET, MORE OR LESS.

ALL AS SHOWN ON EXHIBIT "B", ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS AND RIGHTS-OF-WAY OF RECORD IF ANY.

PREPARED BY ME OR UNDER MY SUPERVISION.


SCOTT M. WILSON
P.L.S. 7434
EXPIRES 12/31/23

DATE



EXHIBIT B
DEPICTION OF EASEMENT AREA

[See Attachment Behind This Page]

EXHIBIT "B" BOUNDARY PLAT

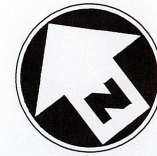
PAGE 1 OF 1

ACCESS ROAD AND
WATERLINE EASEMENT INST.
NO. 2006-0628256, O.R.

A.P.N.: 371-040-022

LOT 37

S/E LINE LOT 37



SCALE: 1"=50"

A.P.N.: 371-040-021

T.P.O.B.
PARCEL 1

PARCEL 1
INST. NO. 2022-0257152 O.R.
TO BE QUITCLAIMED

PARCEL 1
4,482 S.F.

P.O.B.

E'LY COR. INST. NO. 2022-0257152 O.R.

INST. NO. 2022-0199202 O.R.

LOT 35

N/E'LY R.O.W. CEREAL ST.

A.P.N.: 371-040-021

INST. NO. 2022-0257152 O.R.

LOT "FFF"

TRACT NO. 31920-1
M.B. 394/41-51

INST. NO. 2022-0257152 O.R.

C/L CEREAL STREET

FUTURE R.O.W. LINE

PREPARED UNDER THE SUPERVISION OF:

Scott M. Wilson

MY LICENSE EXPIRES 12/31/23
SCOTT M. WILSON, P.L.S.



LEGEND:

EASEMENT AREA

S:\10123.00\survey\Tract 31920-1\EWMD ESMT LOT 37\REV PUMP STA ACCESS ESMT.dwg 11/10/22

ELSINORE VALLEY MUNICIPAL WATER DISTRICT

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant of Easement to which this Certificate of Acceptance is attached,

from: City of Lake Elsinore (“Grantor(s)”) _____

to: **ELSINORE VALLEY MUNICIPAL WATER DISTRICT, a public agency
of the State of California (“Grantee”)**

is hereby accepted by the undersigned officer on behalf of Grantee pursuant to authority granted by Grantee’s governing board, and Grantee hereby consents to recordation of said Grant of Easement.

Dated: _____

ELSINORE VALLEY MUNICIPAL WATER
DISTRICT, a public agency of the State of
California

By: _____
Name: Greg Thomas
Title: General Manager