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SUBMITTAL TO THE BOARD OF DIRECTORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



FROM: Regional Park & Open-Space District

SUBMITTAL DATE:  
December 18, 2012

SUBJECT: Resolution No. 2013-1, Authorization to Convey Conservation Easement Interests in Portions of Real Property, to Riverside-Corona Resource Conservation District, with Assessor's Parcel Numbers 181-220-010 and 181-220-015 – District II/II

RECOMMENDED MOTION: That the Board of Directors:

1. Find that the Project, the conveyance of the conservation easement to the Riverside-Corona Resource Conservation District, is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15325(a)&(c) – Class 25 and 15061(b)(3); and
2. Adopt Resolution No. 2013-1, Authorization to Convey Conservation Easement Interests in Portions of Real Property, to Riverside-Corona Resource Conservation District, with Assessor's Parcel Numbers 181-220-010 and 181-220-015 located in the Lower Tequesquite Creek Area in the City of Riverside, County of Riverside, State of California, by a Conservation Easement Deed; and  
(continued on page 2)

BACKGROUND: (continued on page 2)

2013-019D CQ/EC

  
Scott Bangle, General Manager

FINANCIAL  
DATA  
N/A

Current F.Y. Total Cost: \$ 0  
Current F.Y. Net County Cost: \$ 0  
Annual Net County Cost: \$ 0

In Current Year Budget:  
Budget Adjustment:  
For Fiscal Year:

SOURCE OF FUNDS:

Positions To Be Deleted Per A-30

Requires 4/5 Vote

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

BY:   
Alex Gann

Consent  Policy

Consent  Policy

Consent  Policy

Consent  Policy

Dept's Recomm.:

Per Exec. Ofc.:

Prev. Agn. Ref.: 5/15/12 M.O. 13.2

District: II/II

Agenda Number:

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

13-1 D

FORM APPROVED COUNTY COUNSEL  
BY:   
DATE: 12-18-12  
CYNTHIA M. GUNZEL

**SUBJECT:** Resolution No. 2013-1, Authorization to Convey Conservation Easement Interests in Portions of Real Property, to Riverside-Corona Resource Conservation District, with Assessor's Parcel Numbers 181-220-010 and 181-220-015 - District II/II

**RECOMMENDED MOTION:**

3. Authorizes the Chairman of the Board of Directors to execute the Conservation Easement Deed in favor of the Riverside-Corona Resource Conservation District to complete the conveyance of the conservation easement interest in real property and this transaction; and
4. Authorizes the General Manager, or his designee, to execute any other documents and administer all actions to complete this transaction; and
5. Direct the Clerk of the Board to return all documents to the Regional Park and Open-Space District for further processing and recordation.

**BACKGROUND:**

The Riverside-Corona Resource Conservation District ("RCRCD") proposes to implement the Lower Tequesquite Creek Aquatic Habitat Restoration Project over real property owned by the Riverside County Regional Park and Open-Space District ("District"). RCRCD anticipates receiving funds from the California Department of Fish and Game (Department) or the Department's permittees for the preservation of the Santa Ana Sucker (*Catostomus santaanae*) and other species in order to restore native habitat and remove exotic non-native plants. The area of the proposed restoration project is approximately 4.3 acres and a conservation easement is needed to preserve the habitat restoration work to be performed by RCRCD. The District and RCRCD intends that this conservation easement will confine the use of the property to such activities that involves the preservation and enhancement of native species and their habitat in a manner consistent with the habitat conservation purposes of the proposed Conservation Easement by the District to RCRCD.

In accordance with California Public Resources Code Section 5540, a district may grant or dispose of an interest in real property not actually dedicated for park and open-space purposes, within or without the district, necessary to the full exercise of its powers.

On May 15, 2012, by M.O. 3.12 the Board of Directors approved and adopted Resolution No. 2012-2 Notice of Intention to Convey Easement Interests in Real Property – in the City of Riverside, Riverside County - portions of each Assessor's Parcel Numbers 181-220-010 and 181-220-015. Also, the District and RCRCD entered into that certain Memorandum of Understanding ("MOU") whereby the District agreed to convey a conservation easement and RCRCD would implement its program, known as the Lower Tequesquite Creek Aquatic Habitat Restoration Project, to restore aquatic habitat over the real property subject to the conservation easement. District staff, pursuant to the MOU, recommends authorization to convey the conservation easement interest to RCRCD subject to the conditions that the RCRCD shall use the interests in the real property for its aquatic habitat restoration and removal of exotic non-native plants.

(continued on page 3)

**SUBJECT:** Resolution No. 2013-1, Authorization to Convey Conservation Easement Interests in Portions of Real Property, to Riverside-Corona Resource Conservation District, with Assessor's Parcel Numbers 181-220-010 and 181-220-015 - District II/II

**BACKGROUND:**

Pursuant to California Environmental Quality Act, the Project, the conveyance of a conservation easement to RCRCD, was reviewed and determined to be categorically exempt from CEQA under CEQA Guidelines 15325(a)&(c), Class 25 – Transfers of Ownership of Interest in Land to Preserve Existing Natural Conditions and Section 15061(b)(3). The proposed project, the conveyance of the conservation easement, is the mere transfer of title in an interest in real property where preservation and restoration of the natural conditions of the land will occur and because it can be seen with certainty that there is no possibility that the activity in question will have a significant effect on the environment.

Resolution No. 2013-1 has been reviewed and approved as to form by County Counsel.

All costs associated with this transaction will be paid by RCRCD pursuant to the MOU.

RIVERSIDE COUNTY  
*Regional Park And Open-Space District*



4600 Cresmore Road • Riverside, CA 92509-6858 • (951) 955-4310 • Fax (951) 955-4305

SCOTT BANGLE  
General Manager/Parks Director

**NOTICE OF EXEMPTION**

**DATE:** January 2, 2013

**TO:** Riverside County Clerk

**FROM:** Riverside County Regional  
Park and Open-Space  
District (RCRPOSD)

1. **Project Title:** Lower Tequesquite Creek Area Conservation Easement Deed Conveyance Authorization for RCRPOSD Owned Land Parcels with Assessor's Parcel Numbers 181-220-010 and 181-220-015 to Riverside-Corona Resource Conservation District (RCRCD) for the implementation of RCRCD's Lower Tequesquite Creek Aquatic Habitat Restoration Plan.
2. **Project Location:** Santa Ana River Corridor, Lower Tequesquite Creek Area within limits of the City of Riverside, Riverside County, State of California on Riverside County Assessor's Parcel Numbers 181-220-010 and 181-220-015.
3. **Project Description:** As the Responsible Agency, the Riverside County Regional Park and Open Space District proposes to authorize the conveyance of a conservation easement to RCRCD on RCRPOSD owned land parcels with Assessor Parcels 181-220-010 and 181-220-015. The District's project, the conveyance of the conservation easement, is a key component for RCRCD to implement its Lower Tequesquite Creek Aquatic Habitat Restoration Plan. RCRCD's restoration plan proposes the restoration and management of approximately 4.3 acres of Santa Ana River corridor lands for the restoration of habitat and preservation of Santa Ana Sucker (*Catostomus santaanae*) and other threatened or endangered species found in the Lower Tequesquite Creek area. The District and RCRCD intend that this conservation easement will confine the use of the property for said preservation and enhancement of native species and their habitat in a manner consistent with the restoration and management procedures identified in the RCRCD's Lower Tequesquite Creek Aquatic Habitat Restoration Plan.
4. **Name of Public Agency Approving Project:** RCRPOSD
5. **Name of Person or Agency Carrying Out Project:** RCRCD
6. **Exempt Status: (Check One)**
  - a.  Ministerial Project
  - b.  Not a Project
  - c.  Emergency Project

- d.  X       **Categorical Exemption. State type and class of number:**  
CEQA Guidelines Section 15325, Class 25 (a) & (c);
- e. \_\_\_\_\_      **Declared Emergency**
- f. \_\_\_\_\_      **Statutory Exemption. State Code section number:**
- g.  X       **Other. Explanation: CEQA Guidelines Section 15061(b)(3)**

**7. Reason why project was exempt:**

Pursuant to the California Environmental Quality Act (CEQA), the project was reviewed and determined to be exempt from CEQA under CEQA Guidelines Section 15325(a) & (c), Class 25 – Transfers of Ownership of Interest in Land to Preserve Existing Natural Conditions. This project consists of a transfer of ownership in an interest in real property in order to preserve open space and habitat. While this project is associated with other actions taken by regulatory and public agencies as authorized by state law or local ordinance to assure the maintenance, restoration, or enhancement of a natural resource where the regulatory process involves procedures for the protection of the environment, it is a mere transfer of ownership.

The conveyance of the conservation easement would preserve the existing natural conditions and would allow restoration of natural conditions where needed, including plant or animal habitats. The grantee of the conservation easement, RCRCD, would only make minor alterations in the condition of land, water, and/or vegetation that didn't result in the removal of healthy, mature, scenic trees/plants. Basic data collection, research, experimental management, and resource evaluation activities would be conducted by RCRCD that would not cause a serious or major disturbance to an environmental resource.

In addition, it was determined that the project was exempt under CEQA Guidelines Section 15061(b)(3) because the District's project is the conveyance of the conservation easement and it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. RCRCD's Lower Tequesquite Creek Aquatic Habitat Restoration Plan provides for the management, maintenance and restoration of natural resources and condition of the property which would result in benefiting plant species and animal habitats.

**8. Responsible Agency Contact Person: Marc R. Brewer, Sr. Planner  
Telephone: 951.955.4316**

**Date Received for Filing:** \_\_\_\_\_ **Signature (Responsible Agency Representative)**

**(Clerk Stamp Here)** \_\_\_\_\_ **Title**

1 BOARD OF DIRECTORS

RIVERSIDE COUNTY REGIONAL  
PARK & OPEN-SPACE DISTRICT

2  
3 RESOLUTION NO. 2013-1  
4 AUTHORIZATION TO CONVEY A CONSERVATION EASEMENT INTERESTS  
5 IN PORTIONS OF REAL PROPERTY  
6 TO THE RIVERSIDE-CORONA RESOURCE CONSERVATION DISTRICT  
7 WITH ASSESSOR'S PARCEL NUMBERS 181-220-010 AND 181-220-015

8 **WHEREAS**, the Riverside County Regional Park and Open-Space District (District) is  
9 the owner of certain real property with Assessor's Parcel Numbers 181-220-010 and 181-220-  
10 015, located in the Lower Tequesquite Creek Area in the City of Riverside, County of Riverside,  
11 State of California, a portion of which a conservation easement interest will be conveyed as  
12 shown in Exhibit "A", attached hereto and incorporated herein by reference ("Property"); and

13 **WHEREAS**, on May 15, 2012, the District and the Riverside-Corona Resource  
14 Conservation District ("RCRCD") entered into that certain Memorandum of Understanding  
15 ("MOU") whereby the District agreed to convey a conservation easement and RCRCD would  
16 implement its program, known as the Lower Tequesquite Creek Aquatic Habitat Restoration  
17 Project, to restore aquatic habitat over the Property; and

18 **WHEREAS**, the District, pursuant to the MOU, now desires to convey the conservation  
19 easement interest in real property as described above subject to the conditions that the  
20 RCRCD shall use the interests in the real property for its aquatic habitat restoration and  
21 removal of exotic non-native plants; and

22 **WHEREAS**, in accordance with California Public Resources Code Section 5540, a  
23 district may grant or dispose of an interest in real property, within or without the district,  
24 necessary to the full exercise of its powers; now therefore,

25 **BE IT RESOLVED, DETERMINED AND ORDERED** by the Board of Directors ("Board")  
26 of the Riverside County Regional Park and Open-Space District, in regular session assembled  
27 on or after January 29, 2013, at 11:00 a.m., in the meeting room of the Board of Directors  
28 located on the 1<sup>st</sup> floor of the County Administrative Center, 4080 Lemon Street, Riverside,  
California, authorizes the conveyance of the conservation easement described and shown in

FORM APPROVED COUNTY COUNSEL  
BY: *Sybil M. Gunzel* DATE: *1-13*  
SYBIL M. GUNZEL

1 Exhibit "A" to the RCRCDD by a Conservation Easement Deed.

2 BE IT FURTHER RESOLVED AND DETERMINED that the Chairman of the Board is  
3 authorized to execute the Conservation Easement Deed to complete the conveyance of the  
4 conservation easement interest in real property and this transaction.

5 BE IT FURTHER RESOLVED AND DETERMINED that the General Manager of the  
6 District, or his designee, is authorized to execute any other documents and administer all  
7 actions to complete this transaction.

8 BE IT FURTHER RESOLVED AND DETERMINED that the Clerk of the Board is hereby  
9 directed to return all documents to the District for further processing and recordation.

10 BE IT FURTHER RESOLVED AND DETERMINED that the Clerk of the Board has  
11 given notice hereof as provided in Section 6061 of the Government Code.

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EXHIBIT "A"

PROPERTY DESCRIPTION/DEPICTION



**Exhibit "A"**  
Lower Tequesquite Creek Conservation  
Riverside County Parks District Easement  
Legal Description

All that portion of Lot 5 of Evans Rio Rancho as shown by map on file in Book 10, at Pages 52 through 54 inclusive, records of Riverside County, California, described as follows:

**Beginning** at the most northerly corner of Lot 12 of said Evans Rio Rancho;

**Thence** S 25°41'40" W, along the northwesterly line of said lot 12, and the east line of Book 163/236 O.R., County of Riverside, also being the city limit line, a distance of 132.98 feet, to the northeast corner of Book 3209/415 O.R., point also being the southeast corner of said Book 163/236 O.R., point also being an angle point of the city limit line;

**Thence** N 70°49'50" W, along the north line of Book 3209/415, and the south line of Book 163/236 O.R, a distance of 350.0 feet, to the north corner of Book 3209/415 O.R.;

**Thence** S 87°04'40" W, continuing along the north line of Book 3209/415 O.R., a distance of 1008.84 feet, to a point on a non tangent curve along the southerly right of way of an 800' wide flood control easement granted to Riverside County and the Water Conservation District recorded in Book 820 Page 280 records of Riverside County, as shown on Record of Survey 39/14-18, the radius of which bears N 26°27'44" W a distance of 8800.0 feet;

**Thence** northeasterly along said non-tangent curve, a distance of 655.71 feet, to the Southwesterly line of RS 26/88-92 records of Riverside County;

**Thence** S 35°41'10" E, along the Southwesterly line of said RS 26/88-92, a distance of 55.07 feet to the corner of the "Stage 2 levee Right of Way" as shown on said RS 26/88-32;

**Thence** S 79°53'41" E, a distance of 366.98 feet;

**Thence** S 70°50'03" E, a distance of 451.82 feet, to the **Point of Beginning** and the most northerly corner of said lot 12.

Containing an area of 4.93 acres more or less.

Subject to all other easements and offers of dedication of record.

As shown on Exhibit "B" attached hereto and by this reference made a part hereof.

Prepared by:

Steve A. Leja – PLS 5933  
Expires 12/31/2013

**Leja Surveying Corp**

# EXHIBIT "A"

THE LOWER TEQUESQUITE CREEK RIVERSIDE COUNTY PARKS DISTRICT EASEMENT AREA  
TOTAL ACRES: 4.93

RS 26/88-92

LOT 5  
APN: 181-22-0015  
BOOK 163/236 O.R.

POINT OF BEGINNING  
FOUND 1" IRON  
PIPE FOR NORTH  
CORNER OF LOT 12  
PER MB 10/52-54

LINE TABLE:

LINE	DISTANCE	BEARING
1	132.98'	S 25°41'40" W
2	350'	N 70°49'50" W
3	55.07'	S 35°41'10" E

RIVERSIDE COUNTY PARKS DISTRICT EASEMENT AREA  
4.93 ACRES

RS 39/14-18  
CENTERLINE OF EASEMENT GRANTED TO R.C.F.C. & W.C.D.

CITY LIMITS

CITY EASEMENT AREA  
2.55 ACRES

APN: 187-09-0004

BOOK 3209/415 O.R.  
APN: 187-09-0003

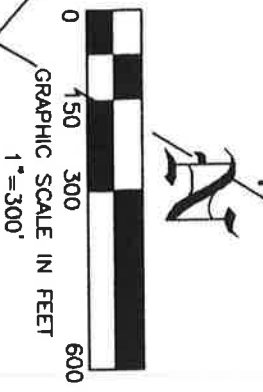
LOT 5  
APN: 187-09-0010

LOT 12  
APN: 187-09-0001

M.B. 10/52-54

BOOK 3126/427 O.R.

LOT 11  
LOT 9



RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

Riverside-Corona Resource  
Conservation District  
4500 Glenwood Drive, Building A  
Riverside, CA 92501  
Attention: District Manager

Exempt from recording fee  
(Gov Code §6103)

Space Above Line for Recorder's Use Only

## CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this \_\_\_ day of December, 2012, by the RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT, a special district created pursuant to the California Public Resources Code Division 5, Chapter 3, Article 3 ("Grantor" or "Park District"), in favor of the RIVERSIDE-CORONA RESOURCE CONSERVATION DISTRICT, a special district created pursuant to California Public Resources Code Division 9, Chapter 3 ("Grantee" or "RCRCD"), with reference to the following facts:

### RECITALS

- A. Grantor is the sole owner in fee simple of approximately 4.3 acres of real property in the County of Riverside, State of California, designated as a portion of Assessor's Parcel Numbers 181-220-010 and 181-220-015 and more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"); and
- B. The Property possesses wildlife and habitat values (collectively, "conservation values") of great importance to Grantee and the people of the State of California; and
- C. The Park District's mission is to acquire, protect, develop, manage, and interpret for the inspiration, use, and enjoyment of all people, a well-balanced system of areas of outstanding scenic, recreational, and historic importance; and its focus encompasses providing high-quality recreational opportunities and preserving important features of the County's natural, cultural and historical heritage; and
- D. RCRCD is a Resource Conservation District formed for the control of runoff, the prevention or control of soil erosion, and the improvement of land capabilities pursuant to

DFG.StdConsEasm/[Operator]  
Form R0106

California Public Resources Code sections 9151 et seq.; and

E. RCRC D is authorized pursuant to Public Resource Code section 9403 to accept money from any source whatsoever to carry out its purposes; sections 9404 and 9408 to enter into contracts with the Park District to further its purposes, and section 9409 to conduct operations on public land with the cooperation of the agency administering and having jurisdiction over that land to, among other things, enhance wildlife habitat and for water conservation purposes; and

F. RCRC D is authorized to hold conservation easements pursuant to Public Resources Code sections 9401, 9405 and 9406 and Civil Code Section 815.3. Specifically, Grantee is an entity identified in Civil Code Section 815.3 and otherwise authorized to acquire and hold title to real property; and

G. RCRC D anticipates receiving funds from the California Department of Fish and Game (the "Department") or the Department's permittees for the preservation of the Santa Ana sucker (*Catostomus santaanae*) and other species; and

H. RCRC D plans to use such funds for the purpose of implementing the Lower Tequesquite Creek Aquatic Habitat Restoration Project (collective, the "Project") as substantially described in Exhibit "B", attached hereto and by this reference incorporated herein; and

I. The Department requires that RCRC D preserve the restored habitat in perpetuity with a conservation easement; and

J. The Park District owns and administers the Property where RCRC D will be implementing the Project and has agreed to grant this conservation easement to RCRC D over the Property; and

K. Pursuant to California Public Resources Code Section 5540, the Park District may dispose of real property of every kind and rights in real property necessary to the full exercise of its powers; now, therefore,

## **COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to California law, including Civil Code Section 815 et seq., Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property.

1. Purpose. The purpose of this Conservation Easement is to ensure the Property will be retained in perpetuity in a natural condition ("Natural Condition") and to prevent any use of the Property that will impair or interfere with the conservation values of the Property. Grantor intends that this Conservation Easement will confine the use of the Property to such activities, including, without limitation, those involving the preservation and enhancement of native species and their habitat in a manner consistent with the habitat conservation purposes of this Conservation Easement.

2. Grantee's Rights. To accomplish the purposes of this Conservation Easement, Grantor hereby grants and conveys the following rights to Grantee:

(a) To implement the Project and to preserve and protect the conservation values of the Property.

(b) To enter upon the Property at reasonable times in order to monitor Grantor's compliance with and to otherwise enforce the terms of this Conservation Easement, and for scientific research and interpretive purposes by Grantee or its designees, provided that Grantee shall not unreasonably interfere with Grantor's authorized use and quiet enjoyment of the Property, which authorized use and quiet enjoyment are subject to the terms of this Conservation Easement.

(c) To prevent any activity on or use of the Property that is inconsistent with the purposes of this Conservation Easement and to require the restoration, by any person found to be responsible, of such areas or features of the Property that may be damaged by any act, failure to act, or any use that is inconsistent with the purposes of this Conservation Easement.

(d) All present and future development rights inconsistent with the purpose of the Conservation Easement; provided, however, that prior to exercising any development right Grantor shall meet with the Grantee and shall obtain Grantee's written concurrence that such development right is consistent with the purpose of the Conservation Easement.

(e) The right to enforce by any means, including, without limitation, injunctive relief, the terms and conditions of this Conservation Easement.

(f) The right to enhance native aquatic and plant communities, including the removal of nonnative species, the right to plant trees and shrubs of the same type as currently existing on the Property, or other appropriate native species. Habitat enhancement activities shall not conflict with the preservation of the Natural Condition of the Property or the Purpose of this Conservation Easement and shall be performed in compliance with all applicable laws, regulations, and permitting requirements.

(g) The right to remove debris from the Property.

3. Prohibited Uses. Any activity on or use of the Property inconsistent with the purposes of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following uses by Grantor, Grantor's agents, and third parties, are expressly prohibited:

(a) Use of off-road vehicles and use of any other motorized vehicles except in the execution of management, monitoring or maintenance duties on existing roadways.

(b) Grazing or other agricultural activity of any kind.

(c) Destructive recreational activities including, but not limited to, horseback riding, biking, hunting or fishing, inconsistent with this Conservation Easement; provided, however, that prior to allowing recreation activities within the Conservation Property Grantor shall meet with

the Grantee and shall obtain Grantee's written concurrence that such recreational activity is consistent with the purpose of the Conservation Easement.

- (d) Commercial or industrial uses.
- (e) Any legal or de facto division, subdivision or partitioning of the Property.
- (f) Construction, reconstruction or placement of any building, billboard or sign, or any other structure or improvement of any kind.
- (g) Depositing or accumulation of soil, trash, ashes, refuse, waste, bio-solids or any other materials.
- (h) Planting, introduction or dispersal of non-native or exotic plant or animal species.
- (i) Filling, dumping, excavating, draining, dredging, mining, drilling, removing or exploring for or extraction of minerals, loam, soil, sands, gravel, rocks or other material on or below the surface of the Property.
- (j) Altering the surface or general topography of the Property, including building of roads.
- (k) Removing, destroying, or cutting of trees, shrubs or other vegetation, except as required by law for (i) fire breaks, (ii) maintenance of existing foot trails or roads, or (iii) prevention or treatment of disease.
- (l) Activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or sub-surface waters.
- (m) No use shall be made of the Property, and no activity thereon shall be permitted that is inconsistent with the purpose of this Conservation Easement. Grantor and Grantee acknowledge that, in view of the perpetual nature of this Conservation Easement, they are unable to foresee all potential future land uses, future technologies, and future evolution of the land and other natural resources, and other future occurrences affecting the purpose of this Conservation Easement. Grantee, therefore, in its reasonable discretion, may determine whether (i) proposed uses or proposed improvements not contemplated by or addressed in this Conservation Easement or (ii) alterations in existing uses or structures, are consistent with the purposes of this Conservation Easement provided that Grantor has been given prior written notice and has the right to provide input on such determination.

4. Grantor's Duties. Grantor shall undertake reasonable actions to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the conservation values of the Property. In addition, Grantor shall undertake all reasonable actions to perfect Grantee's rights under Section 2 of this Conservation Easement.

5. Reserved Rights. Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from its ownership of the Property, including the right to engage in or to permit or invite others to engage in all uses of the Property that are consistent

with the purposes of this Conservation Easement.

6. Grantee's Remedies. If Grantee determines that Grantor is in violation of the terms of this Conservation Easement, Grantee shall give written notice to Grantor of such violation and demand in writing the cure of such violation. If Grantor fails to cure the violation within thirty (30) days after receipt of written notice and demand from Grantee, or if the cure reasonably requires more than thirty (30) days to complete and Grantor fails to begin the cure within the thirty (30) day period or fails to continue diligently to complete the cure, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce compliance by Grantor with the terms of this Conservation Easement, to recover any damages to which Grantee may be entitled for violation by Grantor of the terms of this Conservation Easement or for any injury to the conservation values of the Property, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, including, but not limited to, for the restoration of the Property to the condition in which it existed prior to any such violation or injury. Without limiting Grantor's liability therefor, Grantee may apply any damages recovered to the cost of undertaking any corrective action on the Property.

(a) If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate damage to the conservation values of the Property, Grantee may pursue its remedies under this Section 6 without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this section apply equally to actual or threatened violations of the terms of this Conservation Easement. Grantee's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including but not limited to, the remedies set forth in Civil Code Section 815 et seq., inclusive. The failure of Grantee to discover a violation or to take immediate legal action shall not bar Grantee from taking such action at a later time.

(b) Costs of Enforcement. Any costs incurred by Grantee, where Grantee is the prevailing party, in enforcing the terms of this Conservation Easement against Grantor, including, but not limited to, reasonable costs of suit and attorneys' and experts' fees, and any reasonable costs of restoration necessitated by Grantor's negligence or breach of this Conservation Easement shall be borne by Grantor.

(c) Grantee's Discretion. Enforcement of the terms of this Conservation Easement by Grantee shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any of Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

(d) Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from (i) any natural cause beyond Grantor's control, including, without limitation, fire not caused by Grantor, flood, storm, and earth movement; (ii) or any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes; (iii) acts by Grantee or its

employees, agents, contractors or representatives; (iv) acts of third parties (including any governmental agencies) that are beyond Grantor's control.

(e) Department of Fish and Game Right of Enforcement. All rights and remedies conveyed to Grantee under this Conservation Easement shall extend to and are enforceable by the Department of Fish and Game.

7. Access. This Conservation Easement does not convey a general right of access to the public.

8. Costs and Liabilities. Grantor retains its responsibilities and shall bear costs and liabilities of any kind related to the fee ownership, operation, upkeep, and maintenance of the Property, except as specifically set forth in this Conservation Easement. Grantor agrees that Grantee shall have no duty or responsibility for the operation or maintenance of the Property, the monitoring of hazardous conditions thereon, or the protection of Grantor, the public or any third parties from risks relating to conditions on the Property, except as specifically set forth in this Conservation Easement.

If applicable, Grantor remains solely responsible for obtaining any governmental permits and approvals for any activity or use permitted by this Conservation Easement, and any activity or use shall be undertaken in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders and requirements.

9. Taxes; No Liens. If applicable, Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes") and shall furnish Grantee with satisfactory evidence of payment upon request. Grantor shall keep Grantee's interest in the Property free from any liens, including those arising out of any obligations incurred by Grantor or any labor or materials furnished or alleged to have been furnished to or for Grantor at or for use on the Property.

10. Hold Harmless. Grantor shall hold harmless, protect and indemnify RCRC and its directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (each an "RCRC Indemnified Party" and, collectively, "RCRC Indemnified Parties") from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation, reasonable attorneys' fees and experts' fees), causes of action, claims, demands, orders, liens or judgments (each a "Claim" and, collectively, "Claims"), arising from or in any way connected with: (a) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property caused by Grantor; unless due to the negligence, acts or omissions of RCRC or its agents, contractors or employees; (b) the obligations specified in Sections 4 and 8. If any action or proceeding is brought against any of the RCRC Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from RCRC, defend such action or proceeding by counsel acceptable to the RCRC or reimburse RCRC Indemnified Party.

RCRC shall hold harmless, protect and indemnify Grantor and its Board, elected or appointed officials, officers, employees, agents, contractors, and representatives, successors and assigns of each of them (each a "Grantor Indemnified Party" and, collectively, "Grantor



Indemnified Parties”) from and against any and all Claims arising from or in any way connected with the RCRCDD’s rights and obligations under this Conservation Easement or due to the acts, omissions or negligence of RCRCDD or any of its agents, contractors or employees. If any action or proceeding is brought against any of the Grantor Indemnified parties by reason of any such Claim, RCRCDD shall, at the election of and upon written notice from Grantor, defend such action or proceeding by counsel acceptable to Grantor or reimburse Grantor Indemnified Party.

11. Condemnation. The purposes of the Conservation Easement are presumed to be the best and most necessary public use as defined at Code of Civil Procedure Section 1240.680 notwithstanding Code of Civil Procedure Sections 1240.690 and 1240.700.

12. Assignment. This Conservation Easement is transferable by Grantee, but Grantee may assign its rights and obligations under this Conservation Easement only to an entity or organization authorized to acquire and hold conservation easements pursuant to Civil Code Section 815.3. Grantee shall require the assignee to record the assignment in the county where the Property is located.

13. Subsequent Transfers. Grantor agrees to incorporate the terms of this Conservation Easement in any deed or other legal instrument by which Grantor divests itself of any interest in all or any portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the intent to transfer any interest at least thirty (30) days prior to the date of such transfer. Grantee shall have the right to prevent subsequent transfers in which prospective subsequent claimants or transferees are not given notice of the covenants, terms, conditions and restrictions of this Conservation Easement. The failure of Grantor or Grantee to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

14. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and be served personally or sent by recognized overnight courier that guarantees next-day delivery or by first class mail, postage fully prepaid, addressed as follows:

To Grantor: Riverside County Regional Park  
and Open-Space District  
4600 Crestmore Road  
Jurupa Valley, CA 92509-6858  
Attn: General Manager  
Phone: (951) 955-4310  
Fax: (951) 955-4305

With a copy to: Office of County Counsel  
3960 Orange Street, Suite 500  
Riverside, CA 92501  
Attn: County Counsel  
Phone (951) 955-6300

To Grantee: Riverside-Corona Resource Conservation District  
4500 Glenwood Drive, Building A

Riverside, CA 92501  
Attention: District Manager  
Phone: (951) 683-7691  
Fax: (951) 683-3814

With a copy to: Best Best & Krieger LLP  
3390 University Avenue, 5th Floor  
P.O. Box 1028  
Riverside, CA 92501  
Attn: General Counsel for RCRCDC  
Phone (951) 686-1450

or to such other address as either party shall designate by written notice to the other. Notice shall be deemed effective upon delivery in the case of personal delivery or delivery by overnight courier or, in the case of delivery by first class mail, five (5) days after deposit into the United States mail.

15. Amendment. This Conservation Easement may be amended by Grantor and Grantee only by mutual written agreement. Any such amendment shall be consistent with the purposes of this Conservation Easement and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of Riverside County, State of California.

16. General Provisions.

(a) Controlling Law. The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of California, disregarding the conflicts of law principles of such state.

(b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed to effect the purposes of this Conservation Easement and the policy and purpose of Civil Code Section 815 et seq. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Change of Conditions. If one or more of the Purposes of this Conservation Easement may no longer be accomplished, such failure of purpose shall not be deemed sufficient cause to terminate the entire Conservation Easement as long as any other purpose of the Conservation Easement may be accomplished. In addition, the inability to carry on any or all of the permitted uses, or the unprofitability of doing so, shall not impair the validity of this Conservation Easement or be considered grounds for its termination or extinguishment. Grantor and Grantee agree that global warming and climate change-caused effects shall not be a basis for termination of this Conservation Easement.

(d) Severability. If a court of competent jurisdiction voids or invalidates on its face any provision of this Conservation Easement, such action shall not affect the remainder of this Conservation Easement. If a court of competent jurisdiction voids or invalidates the application of any provision of this Conservation Easement to a person or circumstance, such action shall not

affect the application of the provision to other persons or circumstances.

(e) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment in accordance with Section 15.

(f) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

(g) Successors. The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall constitute a servitude running in perpetuity with the Property.

(h) Termination of Rights and Obligations. A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest in the Conservation Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

(i) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon its construction or interpretation.

(j) No Hazardous Materials Liability. Grantor represents and warrants that it has no knowledge of any release or threatened release of Hazardous Materials (defined below) in, on, under, about or affecting the Property. Without limiting the obligations of Grantor under Section 10, Grantor agrees to indemnify, protect and hold harmless the RCRC Indemnified Parties (defined in Section 10) against any and all Claims (defined in Section 10) arising from or connected with any Hazardous Materials present, alleged to be present, or otherwise associated with the Property at any time, except any Hazardous Materials placed, disposed or released by Grantee, its employees or agents. If any action or proceeding is brought against any of the Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from Grantee, defend such action or proceeding by counsel reasonably acceptable to the Indemnified Party or reimburse Grantee for all charges incurred for services of the Attorney General in defending the action or proceeding.

(i) Despite any contrary provision of this Conservation Easement, the parties do not intend this Conservation Easement to be, and this Conservation Easement shall not be, construed such that it creates in or gives to Grantee any of the following:

(1) The obligations or liabilities of an "owner" or "operator," as those terms are defined and used in Environmental Laws (defined below), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.;

hereinafter, "CERCLA"); or

(2) The obligations or liabilities of a person described in 42 U.S.C. Section 9607(a)(3) or (4); or

(3) The obligations of a responsible person under any applicable Environmental Laws; or

(4) The right to investigate and remediate any Hazardous Materials associated with the Property; or

(5) Any control over Grantor's ability to investigate, remove, remediate or otherwise clean up any Hazardous Materials associated with the Property.

(ii) The term "Hazardous Materials" includes, without limitation, (a) material that is flammable, explosive or radioactive; (b) petroleum products, including by-products and fractions thereof; and (c) hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA, the Hazardous Materials Transportation Act (49 U.S.C. Section 6901 et seq.); the Hazardous Waste Control Law (California Health & Safety Code Section 25100 et seq.); the Hazardous Substance Account Act (California Health & Safety Code Section 25300 et seq.), and in the regulations adopted and publications promulgated pursuant to them, or any other applicable federal, state or local laws, ordinances, rules, regulations or orders now in effect or enacted after the date of this Conservation Easement.

(iii) The term "Environmental Laws" includes, without limitation, any federal, state, local or administrative agency statute, ordinance, rule, regulation, order or requirement relating to pollution, protection of human health or safety, the environment or Hazardous Materials. Grantor acknowledges that it has a duty to comply with all Environmental Laws.

(k) Warranty. Grantor represents and warrants that there are no outstanding mortgages, liens, encumbrances or other interests in the Property which have not been expressly subordinated to this Conservation Easement, and that the Property is not subject to any other conservation easement.

(l) Additional Easements. Grantor shall not grant any additional easements, rights of way or other interests in the Property (other than a security interest that is subordinate to this Conservation Easement), or grant or otherwise abandon or relinquish any water agreement relating to the Property, without first obtaining the written consent of Grantee. Grantee may withhold such consent if it determines that the proposed interest or transfer is inconsistent with the purposes of this Conservation Easement or will impair or interfere with the conservation values of the Property. This Section 16(l) shall not prohibit transfer of a fee or leasehold interest in the Property that is subject to this Conservation Easement and complies with Section 13.

(m) Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

IN WITNESS WHEREOF Grantor has executed this Conservation Easement the day and year first above written.

GRANTOR:  
RIVERSIDE COUNTY REGIONAL  
PARK AND OPEN-SPACE DISTRICT,  
a special district

BY: \_\_\_\_\_  
John F. Tavaglione  
Chairman, Board of Directors

DATE: \_\_\_\_\_

ATTEST:  
Kecia Harper-Ihem  
Clerk of the Board

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:  
Pamela J. Walls  
County Counsel

By: Synthia M. Gunzel  
Synthia M. Gunzel  
Deputy County Counsel

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Conservation Easement by the Riverside County Regional Park and Open-Space District, a special district created pursuant to the California Public Resources Code Division 5, Chapter 3, Article 3 Grantor, dated \_\_\_\_\_, 2012 to the Riverside-Corona Resource Conservation District, a special district created pursuant to the California Public Resources Code Division 9, Chapter 3 Grantee, is hereby accepted by the undersigned officer on behalf of the Riverside-Corona Resource Conservation District pursuant to authority conferred by the Board of Directors on June 19, 2012.

GRANTEE:

RIVERSIDE-CORONA RESOURCE CONSERVATION DISTRICT, a special district created pursuant to the California Public Resources Code Division 9, Chapter 3

By: Alfred Boehm  
Title: President  
Authorized Representative

Attest: Shelli Lamb  
Title: District Manager

EXHIBIT "A"

PROPERTY DESCRIPTION/DEPICTION

**Exhibit "A"**  
Lower Tequesquite Creek Conservation  
Riverside County Parks District Easement  
Legal Description

All that portion of Lot 5 of Evans Rio Rancho as shown by map on file in Book 10, at Pages 52 through 54 inclusive, records of Riverside County, California, described as follows:

**Beginning** at the most northerly corner of Lot 12 of said Evans Rio Rancho;

**Thence** S 25°41'40" W, along the northwesterly line of said lot 12, and the east line of Book 163/236 O.R., County of Riverside, also being the city limit line, a distance of 132.98 feet, to the northeast corner of Book 3209/415 O.R., point also being the southeast corner of said Book 163/236 O.R., point also being an angle point of the city limit line;

**Thence** N 70°49'50" W, along the north line of Book 3209/415, and the south line of Book 163/236 O.R, a distance of 350.0 feet, to the north corner of Book 3209/415 O.R;

**Thence** S 87°04'40" W, continuing along the north line of Book 3209/415 O.R., a distance of 1008.84 feet, to a point on a non tangent curve along the southerly right of way of an 800' wide flood control easement granted to Riverside County and the Water Conservation District recorded in Book 820 Page 280 records of Riverside County, as shown on Record of Survey 39/14-18, the radius of which bears N 26°27'44" W a distance of 8800.0 feet;

**Thence** northeasterly along said non-tangent curve, a distance of 655.71 feet, to the Southwesterly line of RS 26/88-92 records of Riverside County;

**Thence** S 35°41'10" E, along the Southwesterly line of said RS 26/88-92, a distance of 55.07 feet to the corner of the "Stage 2 levee Right of Way" as shown on said RS 26/88-32;

**Thence** S 79°53'41" E, a distance of 366.98 feet;

**Thence** S 70°50'03" E, a distance of 451.82 feet, to the **Point of Beginning** and the most northerly corner of said lot 12.

Containing an area of 4.93 acres more or less.

Subject to all other easements and offers of dedication of record.

As shown on Exhibit "B" attached hereto and by this reference made a part hereof.

Prepared by:

Steve A. Leja – PLS 5933  
Expires 12/31/2013

**Leja Surveying Corp**



# EXHIBIT "A"

THE LOWER TEQUESQUITE CREEK RIVERSIDE  
COUNTY PARKS DISTRICT EASEMENT AREA  
TOTAL ACRES: 4.93

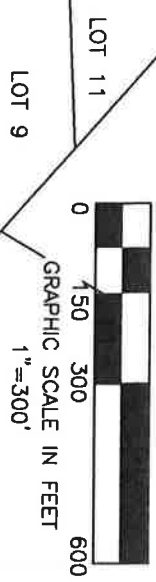
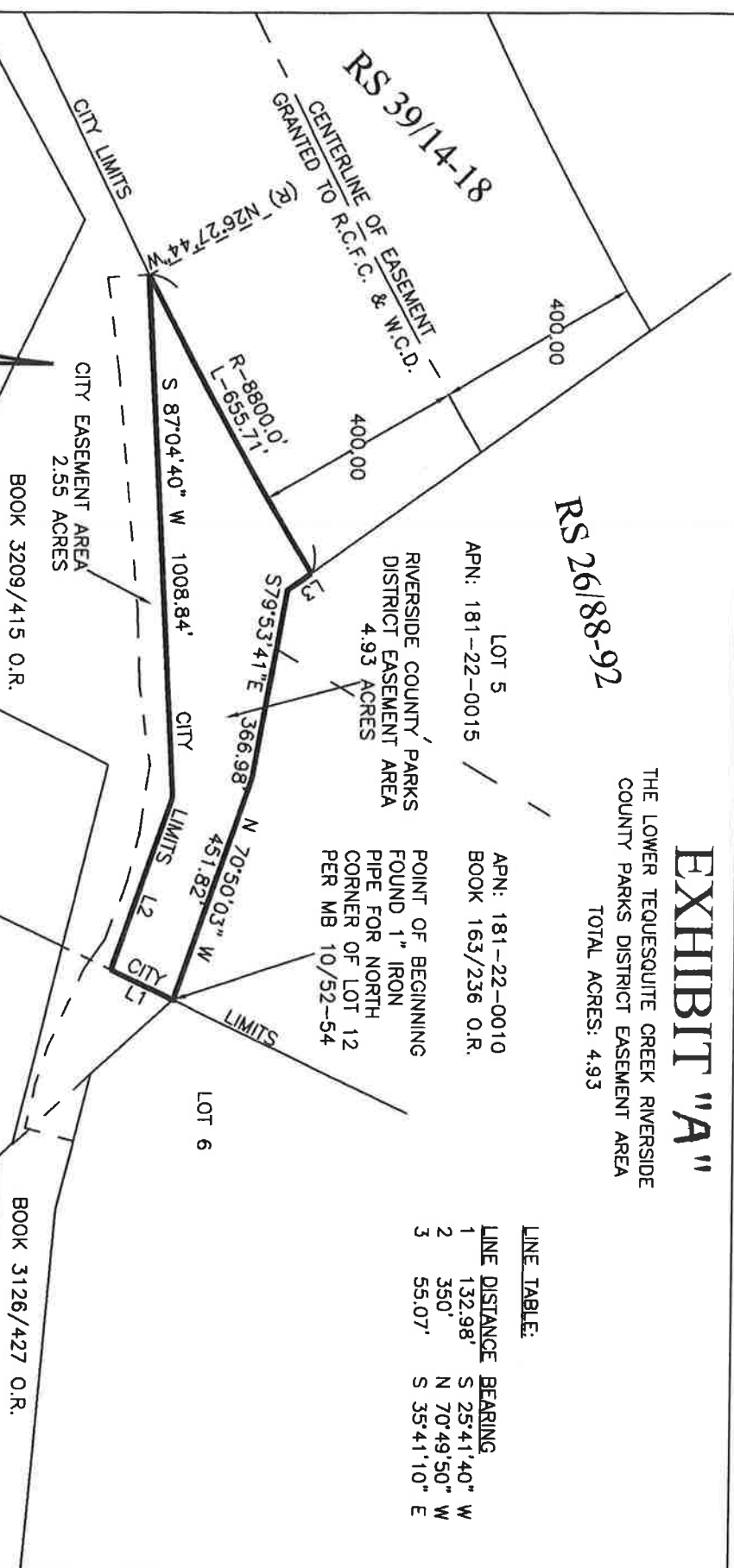
RS 26/88-92

LOT 5  
APN: 181-22-0015 / APN: 181-22-0010  
BOOK 163/236 O.R.

RIVERSIDE COUNTY PARKS  
DISTRICT EASEMENT AREA  
4.93 ACRES  
POINT OF BEGINNING  
FOUND 1" IRON  
PIPE FOR NORTH  
CORNER OF LOT 12  
PER MB 10/52-54

LINE TABLE:

LINE	DISTANCE	BEARING
1	132.98'	S 25°41'40" W
2	350'	N 70°49'50" W
3	55.07'	S 35°41'10" E



M.B. 10/52-54



10/1/12

EXHIBIT "B"

LOWER TEQUESQUITE CREEK AQUATIC HABITAT RESTORATION PROJECT

# **Lower Tequesquite Creek Aquatic Habitat Restoration Project**

A proposal by the

**Riverside-Corona Resource Conservation District**

**4500 Glenwood Dr., Bldg. A**

**Riverside, CA. 92501**

**For use under DFG water rights requirements and reporting, CA. Dept. of Fish and Game, Region 6**

## **Introduction**

The Tequesquite Arroyo is one of the main arroyos within the City of Riverside, with upper portions of the watershed originating in the Box Springs Mountains and Sycamore Canyon Wilderness Park. This drainage is a tributary to the Santa Ana River watershed, sub-unit 1.B, and DWR hydrologic unit 1.27. The project area encompasses approximately 6.80 acres of both city and county managed lands, with the proposed easement area consisting mainly of mixed riparian woodland that has been highly degraded due to homeless activities, exotic plant establishment and impaired hydrologic functions from the combination of flood control activities, trash and sedimentation.

The Riverside-Corona Resource Conservation District (RCRCD) has a district-wide aquatic augmentation and restoration program. As a part of this program, the District restores aquatic habitat for the purposes of improving both the hydrologic functions and habitat values associated with these aquatic resources. The program also provides native fish, amphibian and benthic macroinvertebrate habitat.

## **Work Plan**

The Riverside-Corona Resource Conservation District proposes to remove trash, improve both spawning habitat and streamside vegetation for listed fish species. The Santa Ana Sucker (*Catostomus santaanae*), the Arroyo Chub (*Gila orcutti*) and the Speckled Dace (*Rhinichthys osculus*) have been known to occupy this tributary during certain times of the year, but have been extirpated from most of the lower drainage due to fish passage issues and variable flows. The project will focus primarily along the stream edge and within the waterway through the removal of debris dams, trash, exotic vegetation and human impacts due to clearing activities and dumping (figure 2).

Field activities will include, but not be limited to: trash removal, posting of signs about restoration work and fish habitat, control of exotic vegetation, removal of debris dams, planting of native vegetation, development of a planting plan, associated monitoring, annual surveys and tracking of occupation by native fish after completion of restoration activities and adaptive management associated with site conditions. Progress of activities will depend partly on weather conditions, discussion and completion of agreements and transfer of funds for proposed work. Details of field work and photo documentation will be provided in annual reports and developed under an HMMP if necessary.