

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRIAMOS DATE: 9/23/14

Departmental Concurrence

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

108 B



FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
 October 7, 2014

SUBJECT: Adopt Resolution No. F2014-42 Authorization to Acquire Easement Interests in Real Property located in the City of Corona, West of Prado Dam, County of Riverside, State of California, Portion of APN 101-120-012, CEQA Finding of Nothing Further is Required - Santa Ana River Interceptor (SARI) Brine Line Protection, Project No. 2-0-00105; District 2/District 2(\$0.00)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Finds that the acquisition of the easement interests in real property will not have a significant impact on the environment and nothing further is required because any potential significant effects have been adequately analyzed in an earlier Mitigated Negative Declaration adopted by the Board of Supervisors in October 2013 and a Supplemental Environmental Impact Statement/Environmental Impact Report prepared by the U.S. Army Corps of Engineers in May 2009; and

BACKGROUND:

Summary
 (Continued on Page 2)

GSW:rlp
 163708

Warren D. Williams
 WARREN D. WILLIAMS
 General Manager-Chief Engineer

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET DISTRICT COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: Santa Ana River Brine Line Project 54000 25120 347420 Land				Budget Adjustment: N/A	
				For Fiscal Year:	

C.E.O. RECOMMENDATION:

APPROVE
 BY: *Steven C. Horn*
 Steven C. Horn

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.:

District: 2nd/2nd

Agenda Number:

11-2

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

FORM 11: Adopt Resolution No. F2014-42 Authorization to Acquire Easement Interests in Real Property located in the City of Corona, West of Prado Dam, County of Riverside, State of California, Portion of APN 101-120-012, CEQA Finding of Nothing Further is Required - Santa Ana River Interceptor (SARI) Brine Line Protection, Project No. 2-0-00105; District 2/District 2(\$0.00)

DATE: October 7, 2014

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RECOMMENDED MOTION: (continued from page 1)

2. Adopt Resolution No. F2014-42 Authorization to Acquire Easement Interests in Real Property located in the City of Corona, West of Prado Dam, County of Riverside, State of California over a Portion of Assessor's Parcel Number 101-120-012 by Easement Deed from the Orange County Flood Control District for the Santa Ana River Interceptor (Sari) Brine Line Protection Project; and
3. Approve the Attached Easement Deed with terms and conditions between the Riverside County Flood Control and Water Conservation District ("District") and the Orange County Flood Control District and authorize the Chairman of the Board of Supervisors for the District to execute the Easement Deed on behalf of the District; and
4. Direct the Clerk of the Board to file the Notice of Determination with the County Clerk within five (5) days of approval of this acquisition.

BACKGROUND:

Summary (continued)

The Inland Empire Brine Line (Brine Line), aka Santa Ana Regional Interceptor Line (SARI), conveys primarily highly saline, non-domestic wastewater from industrial dischargers and municipal desalter facilities within Riverside and San Bernardino Counties to the Orange County Sanitation District wastewater treatment facility. The Brine Line is a key component in improving water quality in the watershed, and the expansion of reclaimed water use within the two counties; it is 48 inches in diameter and runs along the north side of the Santa Ana River. The U.S. Army Corps of Engineers Santa Ana River Mainstem project raised the crest of the Prado Dam 28 feet and construed new outlet works. These modifications will result in increased discharges to the Santa Ana River of up to 30,000 cfs. The Brine Line project is necessary as these increased flows would result in lateral erosion and scour, which could undermine and damage the Brine Line and adversely impact water quality in the watershed. The project consists of the installation of approximately 2,500 LF of sheet pile, which occurs in two different locations along the existing Santa Ana River (SAR) Trail. The easternmost portion (near Prado Dam) will extend approximately 2,300 linear feet. The westernmost portion at the outlet to Aliso Canyon will extend approximately 200 linear feet. The property, which is the subject hereof, is located at the westernmost portion.

Orange County Flood Control District has agreed to convey the necessary easement to the District without payment of legal tender but for consideration of a public benefit; as this project is a major part of the Santa Ana Mainstem Project for which the subject property was acquired by Orange County Flood Control. Staff is recommending the approval and execution of the attached Easement Deed. Pursuant to the California Water Code Appendix Chapter 48 Section 9, the District may take by grant, devise or otherwise real property interests of every kind within or without the District boundaries necessary or convenient to the full exercise of its powers. This acquisition is within the District's powers to acquire real property.

The proposed acquisition of easement interests in real property is a subsequent discretionary action to further implement the Brine Line Project. Staff has evaluated the proposed acquisition and determined that it would not have a significant effect on the environment based upon substantial evidence in light of the whole record. Nothing further is required and no new environmental documentation is warranted because 1) all potentially significant impacts of the project have been adequately analyzed in an earlier Mitigated Negative Declaration ("MND") and Supplemental Environmental Impact Statement/Environmental Impact Report ("SEIS/EIR") pursuant to legal standards; 2) all potentially significant effects of the project have been avoided or mitigated pursuant to the earlier MND and SEIS/EIR; 3) the project will not result in any new significant environmental effects not identified in the earlier MND and SEIS/EIR; 4) the project will not substantially increase the severity

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

FORM 11: Adopt Resolution No. F2014-42 Authorization to Acquire Easement Interests in Real Property located in the City of Corona, West of Prado Dam, County of Riverside, State of California, Portion of APN 101-120-012, CEQA Finding of Nothing Further is Required - Santa Ana River Interceptor (SARI) Brine Line Protection, Project No. 2-0-00105; District 2/District 2(\$0.00)

DATE: October 7, 2014

PAGE: Page 3 of 3

of the environmental effects identified in the earlier MND and SEIS/EIR; 5) no considerably different mitigation measures have been identified; and 6) no mitigation measures found infeasible have become feasible.

Resolution No. F2014-42 and the Easement Deed have been approved as to form by County Counsel.

Impact on Residents and Businesses

The elimination of potential souring and erosion of the Brine Line, thereby protecting the water quality in the watershed.

ATTACHMENTS (if needed, in this order):

1. Resolution No. F2014-42
2. Easement Deed
3. Notice of Determination

BOARD OF SUPERVISORS

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

RESOLUTION NO. F2014-42

AUTHORIZATION TO ACQUIRE EASEMENT INTERESTS IN REAL PROPERTY
LOCATED IN THE CITY OF CORONA, WEST OF PRADO DAM,
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
SANTA ANA RIVER INTERCEPTOR (SARI) SANTA ANA CANYON-BELOW PRADO
INLAND EMPIRE BRINE LINE PROTECTION PROJECT
PROJECT NO. 2-0-00105
PORTION OF ASSESSOR'S PARCEL NUMBER 101-120-012

WHEREAS, the Riverside County Flood Control and Water Conservation District ("District"), pursuant to certain cooperative agreements with the U.S. Army Corps of Engineers ("USACE"), and Santa Ana Watershed Project Authority ("SWAPA") is responsible for acquiring right of way and property interests for the Santa Ana River Interceptor Line ("SARI") Protection/Relocation ("Brine Line Project") for the purpose of constructing, maintaining and operating flood control facility improvements to prevent undermining and damage to Brine Line Project; and

WHEREAS, on October 22, 2013, the Board of Supervisors of the Riverside County Flood Control and Water Conservation District ("Board"), acting as lead agency, at a public notice meeting, pursuant to the California Environmental Quality Act ("CEQA"), reviewed, considered, and adopted a Mitigated Negative Declaration and Mitigation Monitoring Program for the SARI - Santa Ana Canyon – Below Prado Inland Empire Brine Line Project based upon an initial study and previous environmental analysis and documentation, including the Final Supplemental Environmental Impact Statement/Environmental Impact Report prepared by the USACE in May 2009 ("Documents"); and

WHEREAS, the District desires to acquire from the Orange County Flood Control District ("OCFCD") and the OCFCD desires to convey to the District easement interests over certain real property owned by OCFCD, located in the City of Corona within the Santa Ana River Interceptor Project, State of California, consisting of approximately 8,302 sq. ft. or .19 acre of land, with Assessor's Parcel Number 101-120-012, also referenced as RCFC Parcel No. 2105-

FORM APPROVED COUNTY COUNSEL
BY: *Synthia M. Gunzel* 9-18-14
DATE
SYNTHIA M. GUNZEL

1 12A, ("Acquisition Project") more particularly described in Exhibit "A" and depicted on Exhibit
2 "B", attached hereto and by this reference incorporated herein; and

3 WHEREAS, the District has more approvals for the SARI Project and acts as lead agency
4 only for the portion of the SARI Project within Riverside County, specifically including
5 authorizing the acquisition of the aforementioned easement interests in real property, located in
6 the City of Corona within the SARI Project for the prevention of lateral erosion and scour, which
7 could undermine and damage the Brine Line Project; and

8 WHEREAS, the District has considered whether further environmental review and
9 documentation was needed for approval of the Acquisition Project for the SARI Project pursuant
10 to the requirements of CEQA; and

11 WHEREAS, the Acquisition project is a project within the SARI Project and was
12 analyzed in the Documents; and

13 WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

14 NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the
15 Board of Supervisors of the Riverside County Flood Control and Water Conservation District
16 assembled in regular session on October 7, 2014, in the meeting room of the Board of
17 Supervisors located on the 1st Floor of the County Administrative Center, 4080 Lemon Street,
18 Riverside, California, based upon the evidence and testimony presented on the matter, both
19 written and oral, including the Documents, as it relates to the Acquisition Project as follows:

20 1. The Board has evaluated the proposed acquisition of the easement interests in real
21 property from public agencies and private parties and determined the proposed acquisition is
22 consistent and included in all substantive respects with the Brine Line Project approved by the
23 District; and

24 2. Based on the review of the Mitigated Negative Declaration ("MND") and the
25 Initial Study included therein, and review of the 2009 Final Supplemental Environmental Impact
26 Statement/Environmental Impact Report ("FEIS/EIR") prepared by the USACE, the
27 environmental impacts of the Acquisition Project have been sufficiently assessed in the
28

1 Documents and has determined that it would not have a significant effect on the environment
2 based upon substantial evidence in light of the whole record; and

3 3. There are no substantial changes in the Brine Line Project, including the
4 Acquisition Project, no substantial changes in circumstances, or no new information which
5 would require the preparation of subsequent negative declaration or other environmental
6 assessment/documentation, pursuant to CEQA and Section 15162 of the CEQA Guidelines; and

7 4. Nothing further is required and no new environmental documentation is warranted
8 because 1) all potentially significant impacts of the project have been adequately analyzed in an
9 earlier MND and SEIS/EIR pursuant to legal standards; 2) all potentially significant effects of
10 the project have been avoided or mitigated pursuant to the earlier MND and SEIS/EIR; 3) the
11 project will not result in any new significant environmental effects not identified in the earlier
12 MND and SEIS/EIR; 4) the project will not substantially increase the severity of the
13 environmental effects identified in the earlier MND and SEIS/EIR; 5) no considerably different
14 mitigation measures have been identified; and 6) no mitigation measures found infeasible have
15 become feasible; therefore the Board hereby approves the Acquisition Project.

16 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED by vote of the Board,
17 this Board authorizes the acquisition of easement interests over certain real property in the City
18 of Corona within the Santa Ana River Canyon – Below Prado Inland Empire Brine Line Project,
19 State of California, consisting of approximately 8,302 sq. ft. or .19 acre, with Assessor's Parcel
20 Number 101-120-012, also referenced as Parcel No. 2105-12A, more particularly described in
21 Attachment "B" with Exhibits "A" and "B", attached hereto and by this reference incorporated
22 herein, from the owner, OCFCD.

23 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Board
24 approves the Easement Deed whereby the OCFCD grants to the District the above described
25 easement interest in real property with certain terms and conditions contained therein the
26 Easement Deed and authorizes the Chairman of the Board of the District to execute the Easement
27 Deed on behalf of the District.
28

1 Documents and has determined that it would not have a significant effect on the environment
2 based upon substantial evidence in light of the whole record; and

3 3. There are no substantial changes in the Brine Line Project, including the
4 Acquisition Project, no substantial changes in circumstances, or no new information which
5 would require the preparation of subsequent negative declaration or other environmental
6 assessment/documentation, pursuant to CEQA and Section 15162 of the CEQA Guidelines; and

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27 Deed on behalf of the District.
28

Exhibit "A"

**Santa Ana River Below Prado Dam – Brine Line Protection
Parcel 2105-12A**

Being a portion of Government Lot 2, Section 25, Township 3 South, Range 8 West, San Bernardino Meridian in an unincorporated territory of Riverside County, California described as follows:

Commencing at corner L. S. #5, being an angle point in the boundary of the Rancho La Sierra Yorba, as shown on the Map of the Partition of Maria Jesus Y. de Scully Estate on file in Case No. 7939, of the Superior Court of the State of California in and for the County of Riverside which recorded May 18, 1925 in Book 637 of Deeds, Page 432, records of said County.

Thence North $40^{\circ} 22' 38''$ West along said Rancho line 165.63 feet to the intersection of a line parallel with and distant northwesterly 20.00 feet, measured at right angles from the centerline of the abandoned Atchison, Topeka and Santa Fe Railway Company's former right-of-way through said Government Lot, as described in Parcel 6 of Grant Deed to Santa Ana River Development Company, recorded July 17, 1943 in Book 588 of Official Records, Page 275, records of said County.

Thence North $21^{\circ} 18' 38''$ East along said parallel line 207.87 feet to the Point of Beginning;

Thence continuing North $21^{\circ} 18' 38''$ East along said parallel line 161.23 feet;

Thence South $65^{\circ} 49' 54''$ East 52.99 feet;

Thence South $24^{\circ} 10' 06''$ West 85.54 feet;

Thence South $19^{\circ} 34' 58''$ West 71.65 feet;

Thence North $70^{\circ} 25' 02''$ West 50.85 feet to said parallel line and the Point of Beginning.



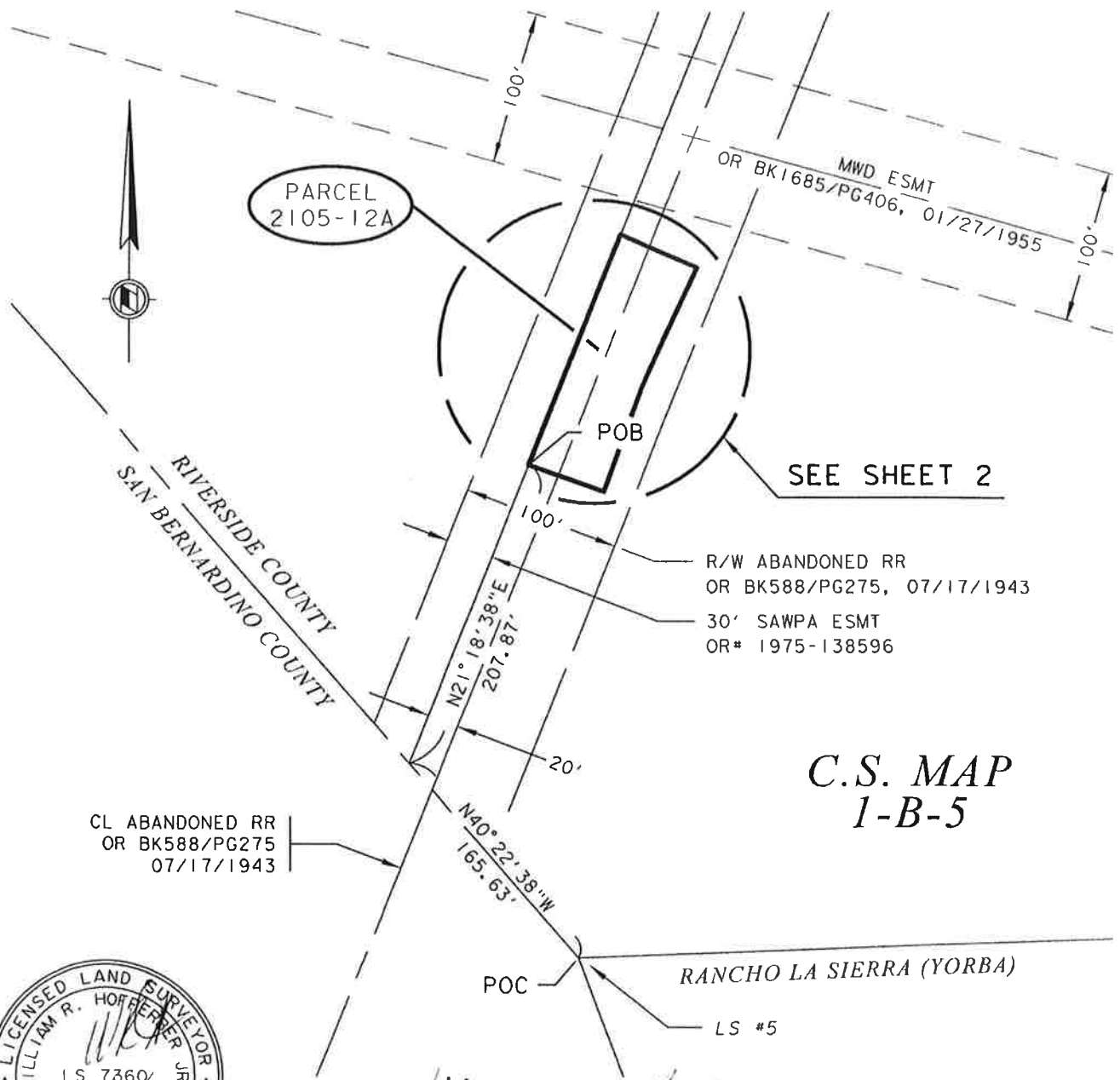

WILLIAM R. HOFFERBER JR.

Land Surveyor No. 7360
Signed For: Riverside County Flood Control
and Water Conservation District

Date: 18 APRIL 2013

Exhibit "B"

BEING A PORTION OF GOVERNMENT LOT 2, SECTION 25, TOWNSHIP 3 SOUTH, RANGE 8 WEST,
SAN BERNARDINO MERIDIAN IN AN UNINCORPORATED TERRITORY OF
RIVERSIDE COUNTY, CALIFORNIA.



PARCEL 2105-12A

MWD ESMT OR BK1685/PG406, 01/27/1955

SEE SHEET 2

R/W ABANDONED RR OR BK588/PG275, 07/17/1943
30' SAWPA ESMT OR# 1975-138596

C.S. MAP 1-B-5

CL ABANDONED RR OR BK588/PG275 07/17/1943

RANCHO LA SIERRA (YORBA)

LS #5



William R. Hofferter Jr.

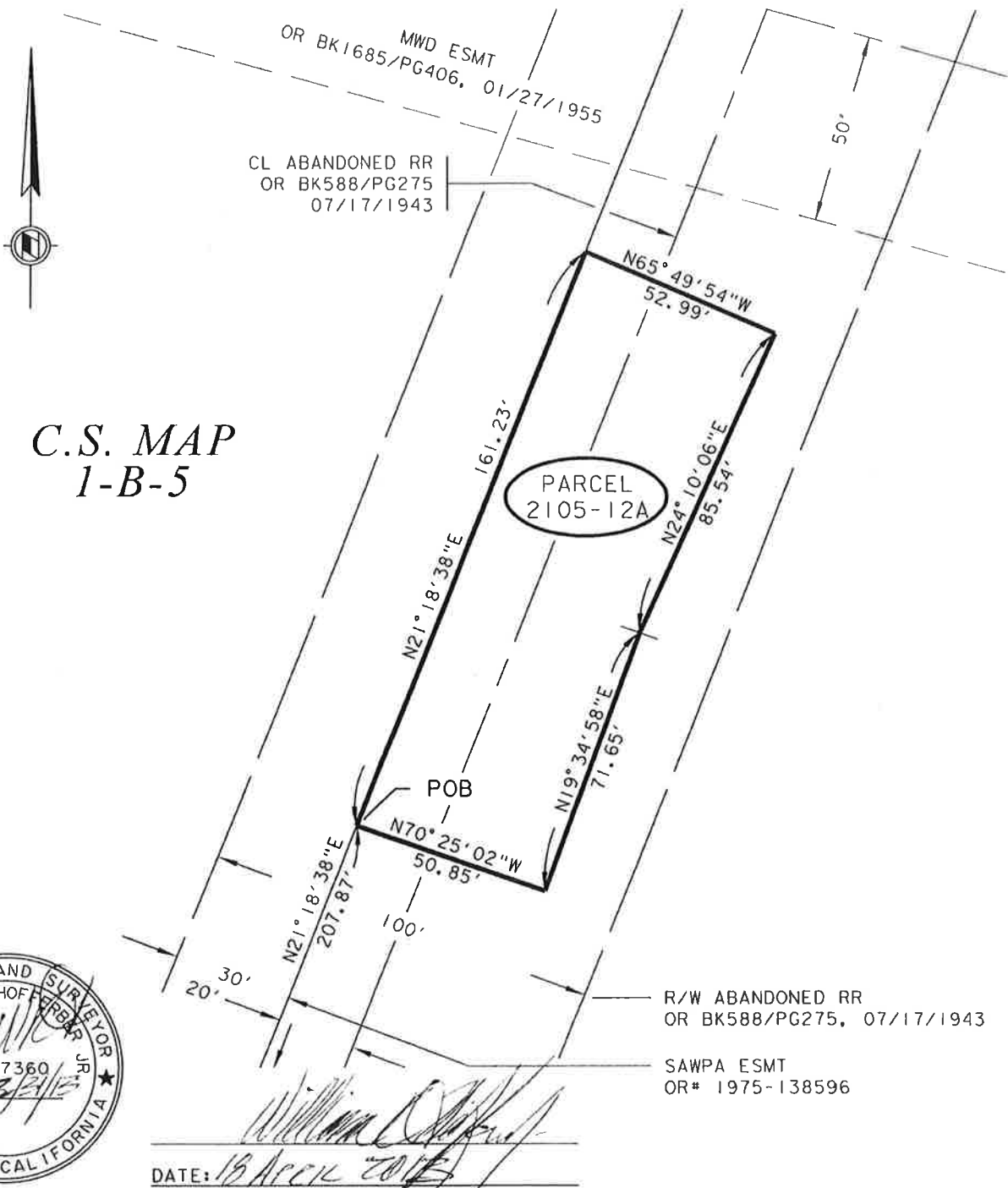
DATE: 18 April 2013

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NAME: SANTA ANA RIVER BELOW PRADO DAM - BRINE LINE PROTECTION			
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.	RCFC PARCEL NUMBER(S):	SCALE:	PREPARED BY:
	PARCEL 2105-12A	NO SCALE	DKS
		APR-09-2013	SHEET NO. 1 OF 2

Exhibit "B"

BEING A PORTION OF GOVERNMENT LOT 2, SECTION 25, TOWNSHIP 3 SOUTH, RANGE 8 WEST,
SAN BERNARDINO MERIDIAN IN AN UNINCORPORATED TERRITORY OF
RIVERSIDE COUNTY, CALIFORNIA.



C.S. MAP
1-B-5



William R. Hoffer, Jr.
DATE: 18 APRIL 2013

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NAME: SANTA ANA RIVER BELOW PRADO DAM - BRINE LINE PROTECTION			
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.	RCFC PARCEL NUMBER(S):	SCALE:	PREPARED BY:
	PARCEL 2105-12A	NO SCALE	DKS
		APR-09-2013	SHEET NO. 2 OF 2

**RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:**

Riverside County Flood Control and
Water Conservation District
1995 Market Street
Riverside, CA 92501

Mail Tax Statements as shown above

THIS SPACE FOR RECORDER'S USE ONLY

APN: Portion of 101-120-012

DOCUMENTARY TRANSFER TAX \$ _____

- Computed on the consideration or value of property conveyed
- Exempt per Revenue & Taxation Code Section 11922
- Exempt from Recording Fees per Govt. Code Section 27383

By: _____
SIGNATURE OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME

- Unincorporated Area
- Incorporated – City of Corona

Parcel No: E01-R3258
Project: Santa Ana River Interceptor (SARI) – Brine Line Protection

EASEMENT DEED

For valuable consideration, receipt of which is hereby acknowledged,

ORANGE COUNTY FLOOD CONTROL DISTRICT,
a body corporate and politic,
hereinafter referred to as “**DISTRICT**,”

does hereby grant to
RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic,
hereinafter referred to as “**GRANTEE**,” its, successor and assigns,

a non-exclusive easement in, on, over, upon and across that certain real property in the City of Corona, County of Riverside, State of California described in “**Exhibit A**,” and illustrated in “**Exhibit B**,” which exhibits are attached hereto and made a part hereof (hereinafter referred to as “**Easement Area**”).

GRANTEE'S rights shall include rights to install and maintain a grade stabilizer, including steel sheet piles and rock riprap, (“**Facilities**”) for protection of the SARI Brine Line in the Easement Area and shall include reasonable access to the Easement Area for the purpose of exercising the rights herein granted.

DISTRICT and GRANTEE, may sometimes hereinafter be individually referred to as “**Party**” or jointly as “**Parties**”. It is understood and agreed by the Parties hereto and their successors and assigns that the easement and right of way herein granted in this easement deed (“**Easement Deed**”) shall be subject to the following terms, conditions, and reservations:

1. CONSTRUCTION AND MAINTENANCE (PMES2.2S)

GRANTEE shall have all construction and/or maintenance plans approved in writing by DISTRICT'S Director of OC Public Works, or designee, (hereinafter referred to as "**Director**") prior to commencement of any work in, on or about the Easement Area; and upon completion of any such work, GRANTEE shall immediately notify Director in writing of such completion.

Director's approval of GRANTEE'S construction and/or maintenance plans shall not be deemed approval from the standpoint of structural safety, suitability for purpose or conformance with building or other codes or other governmental requirements. DISTRICT is not responsible for permitting of any construction and/or maintenance, design, assumptions or accuracy of GRANTEE'S construction and/or maintenance plans. Director will rely on the professional expertise of GRANTEE'S Engineer of Record when approving GRANTEE'S construction and/or maintenance plans.

GRANTEE hereby acknowledges that the Easement Area lies within a certain golf course facility commonly known as the Green River Golf Club (hereinafter referred to as "**GRGC**") and is operated in, or about the Easement Area.

GRANTEE shall perform all construction, maintenance and/or excavation as described below, in such a manner that will allow for unobstructed operations and maintenance of the GRGC.

Should it be necessary for GRANTEE to conduct any construction or excavation activities or otherwise disturb the surface of the Easement Area subsequent to the completion of the initial installation of GRANTEE'S Facilities, GRANTEE agrees to notify Director in writing sixty (60) days in advance of such planned activities, obtain Director's written approval of all plans, and obtain an encroachment permit for construction from the County of Orange ("**County**") with payment of normal processing fees therefor prior to commencement of any such activities. Said approval shall not be withheld unreasonably, nor shall said approval be necessary in any emergency situation or in conducting routine maintenance activities which do not involve disturbance of the surface area. Should work be done subject to an emergency, GRANTEE shall notify and provide adequate documentation to the District of the work performed.

Except in areas in which such activities require regulatory agency approval, which GRANTEE shall comply with per Section 3, or are otherwise designated as environmentally sensitive, GRANTEE shall have the right to cut such roots as may endanger or interfere with GRANTEE'S Facilities provided, however, that any excavation shall be made in such a manner as will cause the least injury to the surface of the ground and any improvements and/or landscaping around such excavation, and that the earth so removed shall be replaced and the surface of the ground and any improvements and/or landscaping around such excavation, damaged shall be promptly restored by GRANTEE at its expense to the same condition as existed prior to excavation, to Director's satisfaction.

GRANTEE shall, at no cost to DISTRICT, maintain in good repair and in safe condition all Facilities constructed, used or placed upon the Easement Area by or on behalf of GRANTEE pursuant to this Easement Deed.

2. REMOVAL AND/OR ABANDONMENT (PMES3.1S)

GRANTEE agrees that in the event (a) GRANTEE'S Facilities are no longer required, or (b) GRANTEE'S use of said Facilities ceases for a continuous period of more than one (1) year without written notice from GRANTEE to DISTRICT of the circumstances affecting such suspension and of GRANTEE'S intention to resume usage of the Facilities, GRANTEE shall, at Director's request and at no cost to DISTRICT, remove and/or abandon said Facilities within ninety (90) days after receipt of written notice from Director to remove and/or abandon. Following such removal and/or abandonment, GRANTEE shall, at no cost to DISTRICT,

restore the Easement Area to the condition that existed prior to the granting of this Easement Deed, to Director's satisfaction.

GRANTEE shall also execute and deliver to Director, within ninety (90) days of such removal and/or abandonment, for recordation in the Official Records of Orange County, California, a Quitclaim Deed sufficient to remove the encumbrance of this Easement Deed from title.

3. COMPLIANCE WITH REGULATORY AUTHORITIES (PMES6.2S)

GRANTEE shall, at its own cost and expense, promptly and at all times observe, comply with and carry out all present and future orders, regulations, directions, rules, laws, ordinances, permits and requirements of all governmental authorities, including but not limited to environmental regulatory authorities, with jurisdiction in, on, over and about the Easement Area, which arise from GRANTEE'S use of or performance of any activities permitted to be conducted in, on, over, or across the Easement Area.

In addition, GRANTEE shall ensure that all construction in the Easement Area is performed in accordance with any NPDES (National Pollutant Discharge Elimination System) permit requirements or other water quality statutes, regulations, ordinances, or permits applicable to the construction, including but not limited to use of appropriate best management practices, so as to ensure that pollutants are not discharged into the DISTRICT'S flood control system or waters of the State of California.

No approvals or consents given hereunder by DISTRICT, as a Party to this Easement Deed, shall be deemed approval as to compliance or conformance with applicable governmental codes, laws, rules or regulations.

4. HOLD HARMLESS (PMES7.2S)

GRANTEE acknowledges the Easement Area is in, on, or about a flood plain along and is in close proximity to the GRGC, and may be subject to all hazards associated with flood conditions and/or golf course operations. GRANTEE agrees to assume all risks, financial or otherwise, associated therewith.

GRANTEE hereby releases and waives all claims and recourse against DISTRICT and County including the right of contribution for loss of or damage to property, or injury to or death of any person arising from, growing out of or in any way connected with or related to this Easement Deed, including any damage to or interruption of use of GRANTEE'S Facilities caused by erosion, flood, or flood overflow conditions of the flood control system, or caused by the operation, maintenance, repair, reconstruction, replacement, enlargement or improvement of the flood control system or by DISTRICT'S flood control operations, except claims arising from the concurrent acts or omissions of DISTRICT and/or County, their officers, agents, employees and contractors.

GRANTEE hereby agrees to indemnify, defend (with counsel approved in writing by DISTRICT), and hold harmless, DISTRICT and County, their elected and appointed officials, officers, agents, employees and contractors against any and all claims, losses, demands, damages, cost, expenses or liability for injury to any persons or property, arising out of the maintenance, use of or operations or activities conducted in, on, or over the Easement Area, and/or the exercise of the rights under this Easement Deed by GRANTEE, its agents, officers, employees or licensees, except for liability arising out of the concurrent acts or omissions of DISTRICT, and/or County, their elected and appointed officials, officers, agents, employees or contractors including the cost of defense of any lawsuit arising therefrom. If DISTRICT and/or County is/are named as co-defendant(s) in a lawsuit, GRANTEE shall notify Director of such fact and shall represent DISTRICT/County in such legal action unless DISTRICT/County undertake(s) to represent itself/themselves as co-defendant(s) in such legal action, in which event, GRANTEE shall pay to DISTRICT/County its/their reasonable litigation costs, expenses, and attorneys' fees. If judgment is entered against DISTRICT/County and GRANTEE by a court of competent jurisdiction because of the concurrent acts or omissions of

DISTRICT/County and GRANTEE, DISTRICT and GRANTEE agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

GRANTEE acknowledges that it is familiar with the language and provisions of California Civil Code Section 1542 which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which, if known by him or her must have materially affected his or her settlement with the debtor.

GRANTEE, being aware of and understanding the terms of Section 1542, hereby waives all benefit of its provisions to the extent described in this section.

5. GRANTEE'S LIABILITY FOR HAZARDOUS OR TOXIC MATERIALS (PMES8.2S)

GRANTEE shall not cause or permit any "Hazardous Material," as hereinafter defined, to be brought upon, kept, or used in or about the Easement Area. If GRANTEE breaches the obligations stated herein, or if contamination of the Easement Area by Hazardous Material otherwise occurs for which GRANTEE is legally liable to DISTRICT for damage resulting therefrom, then GRANTEE shall indemnify, defend with counsel approved in writing by DISTRICT, and hold harmless, DISTRICT and/or County, and their elected or appointed officials, officers, agents, and employees from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, diminution in value of the Easement Area, sums paid in settlement of claims, attorney fees, consultant fees, and expert witness fees) which arise during or after GRANTEE'S use of the Easement Area as a result of such contamination. This indemnification includes, without limitation, costs incurred by DISTRICT in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental entity or agency because of Hazardous Material being present in the soil or ground water under the Easement Area. GRANTEE shall promptly take all action, at its sole cost and expense, as is necessary to clean, remove, and restore the Easement Area to its condition prior to the introduction of such Hazardous Material by GRANTEE, provided GRANTEE shall first have obtained Director's written approval and the approval of any necessary governmental entities or agencies for any such remedial action.

As used herein, the term "**Hazardous Material**" means any hazardous or toxic substance, material, or waste which is or shall become regulated by any governmental entity or agency, including, without limitation, the County, the state of California, or the United States government.

6. RESERVATIONS (PMES9.1N)

DISTRICT hereby reserves for itself and its successors and assigns, such surface, subsurface and aerial rights in the Easement Area and the right to grant easements, rights of way and permits to any third party in, over, upon, across and along any and all portions of the Easement Area as will not unreasonably interfere with or prohibit the use by GRANTEE of the rights and easement herein granted.

In the event DISTRICT exercises such rights to utilize the Easement Area, which use results in the disturbance of the Easement Area, DISTRICT'S only responsibility shall be to backfill with compacted earth to the grade of the surrounding property following completion of DISTRICT'S activity. GRANTEE shall restore GRANTEE'S Facilities to the design and grade approved as provided for in Section 1 (Construction and Maintenance) above.

7. CONVEYANCE SUBJECT TO EXISTING INTERESTS (PMES10.1S)

This Easement Deed is subject to existing contracts, leases, licenses, easements, encumbrances, and claims which may affect the Easement Area, and the use of the word "grant" herein shall not be construed as a covenant against the existence of any thereof.

Nothing contained herein, or in any document related hereto, shall be construed to imply the conveyance to GRANTEE of rights in the Easement Area which exceed those owned by DISTRICT, or any representation or warranty, either express or implied, relating to the nature or condition of the Easement Area or DISTRICT'S interest therein.

8. ASSIGNMENT (N)

This Easement Deed is personal and exclusive to GRANTEE, and GRANTEE shall not assign or convey any of GRANTEE'S interest, rights, or obligations under this Easement Deed to a third party, except that GRANTEE may assign or transfer its interest in this Easement Deed to the Santa Ana Watershed Project Authority provided that GRANTEE'S interest, rights and obligations in this Easement Deed are conveyed in their entirety. In the event of a conveyance of GRANTEE'S interest in this Easement Deed, GRANTEE agrees that the instrument of conveyance shall include a provision obligating the transferee, assignee or grantee to keep, perform and be bound by all the terms, covenants and conditions of this Easement Deed. GRANTEE further agrees to record the instrument of conveyance and provide Director with a copy of the recorded document within 45 days of recording.

9. TAXES AND ASSESSMENTS (PMES11.1S)

Should this Easement Deed create a possessory interest which is subject to the payment of taxes levied on such interest, it is understood and agreed that all taxes and assessments (including but not limited to said possessory interest tax) which become due and payable upon the Easement Area or upon fixtures, equipment, or other property installed, constructed or used by GRANTEE thereon in connection with this Easement Deed, shall be the full responsibility of GRANTEE, and GRANTEE shall cause said taxes and assessments to be paid promptly when due.

10. NOTICES (PMES12.1S)

All notices, documents, correspondence and communications concerning this Easement Deed shall be addressed as set forth in this Section, or as the Parties may hereafter designate by written notice, and shall be sent through the United States mail with postage prepaid. Any such mailing shall be deemed served or delivered twenty-four (24) hours after mailing. Each Party may change the address for notices by giving the other Party at least ten (10) calendar days' prior written notice of the new address.

Notwithstanding the above, either Party may also provide notices, documents, correspondence, or such other communications to the other by personal delivery or by facsimile and so given shall be deemed to have been given upon receipt if provided by personal delivery; or if by facsimile on the day transmitted provided transmitted by 4:30 P.M. (PT) on the receiving Party's regular business day, otherwise delivery shall be deemed to have been given on the next business day.

To DISTRICT:

Orange County Flood Control District
RE: Santa Ana River Interceptor (SARI) – Brine Line
Protection - E01-R3258
P.O. Box 4048
Santa Ana, CA 92702-4048

To GRANTEE:

Riverside County Flood Control and
Water Conservation District
1995 Market Street
Riverside, CA 92501

11. VENUE (PMES13.1S)

The Parties hereto agree that this Easement Deed has been negotiated and executed in the state of California and shall be governed by and construed under the laws of California. In the event of any legal action to enforce or interpret this Easement Deed, the sole and exclusive venue shall be a court of competent jurisdiction located in the County of Orange, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties hereto specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

12. WAIVER OF RIGHTS (PMES14.1S)

The failure of DISTRICT to insist upon strict performance of any of the terms, covenants, or conditions of this Easement Deed shall not be deemed a waiver of any right or remedy that DISTRICT may have, and shall not be deemed a waiver of the right to require strict performance of all the terms, covenants, and conditions of the Easement Deed thereafter, nor a waiver of any remedy for the subsequent breach or default of any term, covenant, or condition of the Easement Deed.

13. SEVERABILITY (PMES15.1S)

If any term, covenant, condition, or provision of this Easement Deed is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

14. ATTORNEYS' FEES (PMES16.1S)

In any action or proceeding brought to enforce or interpret any provision of this Easement Deed, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorneys' fees and costs.

15. SUCCESSORS AND ASSIGNS (PMES18.1S)

The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties hereto.

16. AUTHORITY (PMES20.1S)

The Parties to this Easement Deed represent and warrant that this Easement Deed has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

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Approved as to Form
Office of the County Counsel
Orange County, California

DISTRICT
ORANGE COUNTY FLOOD CONTROL
DISTRICT

By: _____
Deputy

By: _____
Chairman, Board of Supervisors
Orange County, California

Date: _____

Signed and certified that a copy of this document
has been delivered to the Chair of the Board per
G.C. Sec. 25103, Reso 79-1535

ATTEST:

Susan Novak
Clerk of the Board of Supervisors
Orange County Flood Control District
Orange County, California

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

On _____, 20___ before me, _____ a notary
public, personally appeared _____,

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)

GRANTEE'S signature on following page

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the deed, dated _____ from the ORANGE COUNTY FLOOD CONTROL DISTRICT to RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT is hereby accepted by the undersigned officer pursuant to authority conferred by resolution 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 _____

By: _____
WARREN D. WILLIAMS
General Manager-Chief Engineer

Project: Santa Ana Brine Line (SARI)
Project No. 2-0-00105
APN 101-120-012 (portion)
RCFC Parcel No. 2105-12A

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the deed, dated _____ from the ORANGE COUNTY FLOOD CONTROL DISTRICT to RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT is hereby accepted by the undersigned officer pursuant to authority conferred by resolution 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 _____

By: _____
WARREN D. WILLIAMS
General Manager-Chief Engineer

Project: Santa Ana Brine Line (SARI)
Project No. 2-0-00105
APN 101-120-012 (portion)
RCFC Parcel No. 2105-12A

Exhibit "A"

**Santa Ana River Below Prado Dam – Brine Line Protection
Parcel 2105-12A**

Being a portion of Government Lot 2, Section 25, Township 3 South, Range 8 West, San Bernardino Meridian in an unincorporated territory of Riverside County, California described as follows:

Commencing at corner L. S. #5, being an angle point in the boundary of the Rancho La Sierra Yorba, as shown on the Map of the Partition of Maria Jesus Y. de Scully Estate on file in Case No. 7939, of the Superior Court of the State of California in and for the County of Riverside which recorded May 18, 1925 in Book 637 of Deeds, Page 432, records of said County.

Thence North $40^{\circ} 22' 38''$ West along said Rancho line 165.63 feet to the intersection of a line parallel with and distant northwesterly 20.00 feet, measured at right angles from the centerline of the abandoned Atchison, Topeka and Santa Fe Railway Company's former right-of-way through said Government Lot, as described in Parcel 6 of Grant Deed to Santa Ana River Development Company, recorded July 17, 1943 in Book 588 of Official Records, Page 275, records of said County.

Thence North $21^{\circ} 18' 38''$ East along said parallel line 207.87 feet to the Point of Beginning;

Thence continuing North $21^{\circ} 18' 38''$ East along said parallel line 161.23 feet;

Thence South $65^{\circ} 49' 54''$ East 52.99 feet;

Thence South $24^{\circ} 10' 06''$ West 85.54 feet;

Thence South $19^{\circ} 34' 58''$ West 71.65 feet;

Thence North $70^{\circ} 25' 02''$ West 50.85 feet to said parallel line and the Point of Beginning.




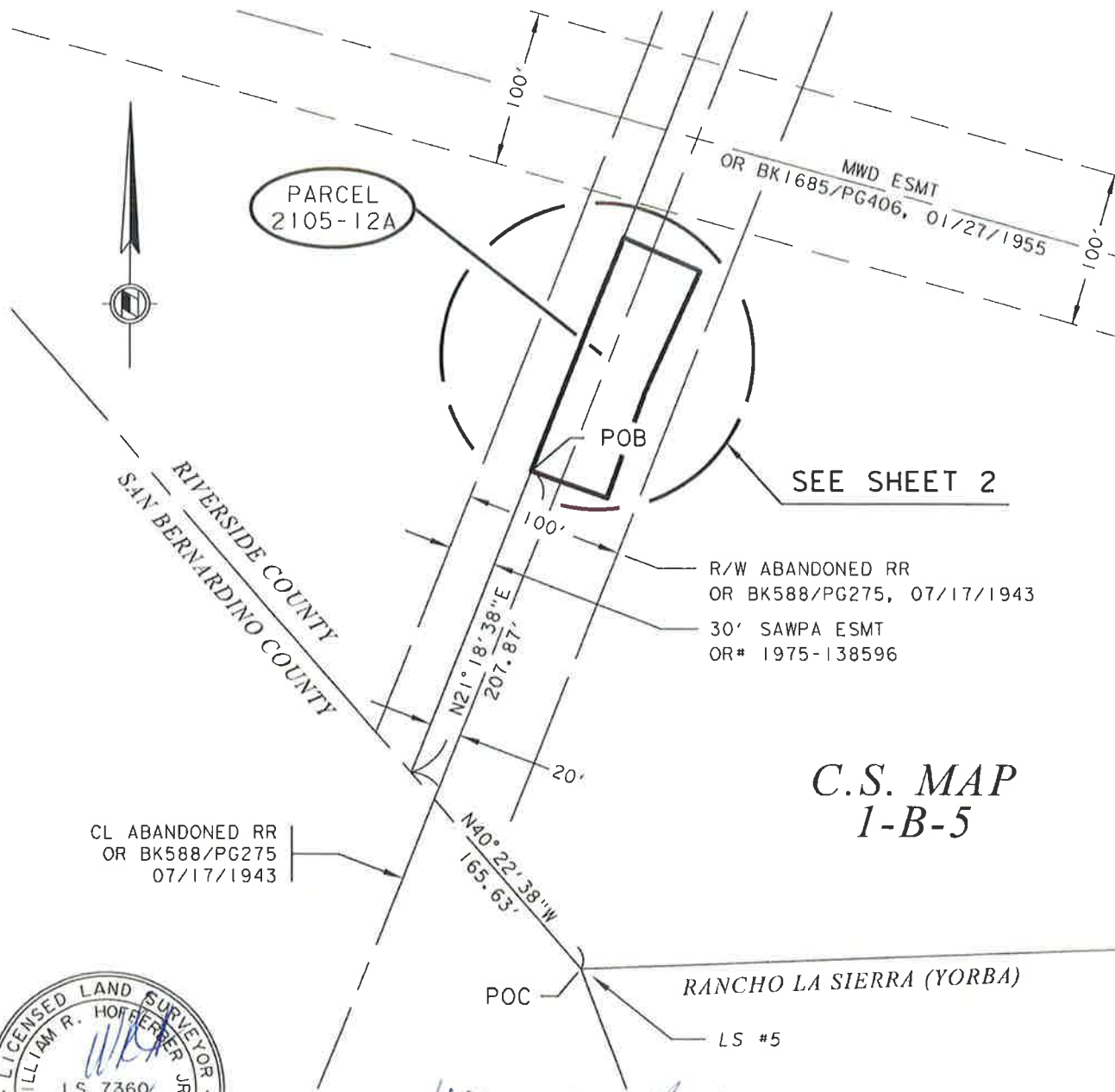

WILLIAM R. HOFFERBER JR.
Land Surveyor No. 7360
Signed For: Riverside County Flood Control
and Water Conservation District
Date: 16 APRIL 2013

Exhibit "B"

BEING A PORTION OF GOVERNMENT LOT 2, SECTION 25, TOWNSHIP 3 SOUTH, RANGE 8 WEST,
SAN BERNARDINO MERIDIAN IN AN UNINCORPORATED TERRITORY OF
RIVERSIDE COUNTY, CALIFORNIA.



C.S. MAP
1-B-5



William R. Hofferer, Jr.

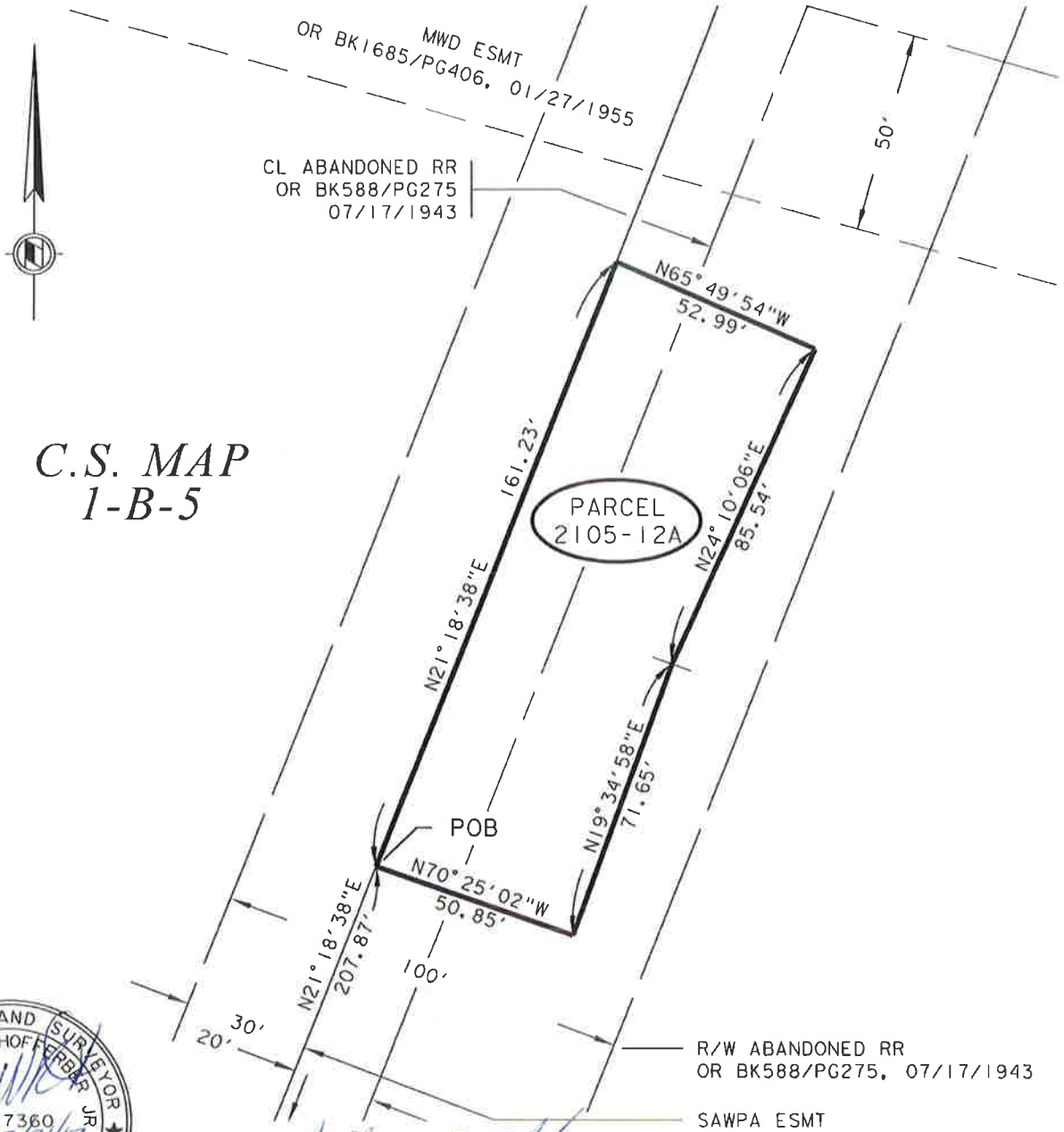
DATE: 18 April 2013

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NAME: SANTA ANA RIVER BELOW PRADO DAM - BRINE LINE PROTECTION			
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.	RCFC PARCEL NUMBER(S):	SCALE:	PREPARED BY:
	PARCEL 2105-12A	NO SCALE	DKS
		APR-09-2013	SHEET NO. 1 OF 2

Exhibit "B"

BEING A PORTION OF GOVERNMENT LOT 2, SECTION 25, TOWNSHIP 3 SOUTH, RANGE 8 WEST,
SAN BERNARDINO MERIDIAN IN AN UNINCORPORATED TERRITORY OF
RIVERSIDE COUNTY, CALIFORNIA.



C.S. MAP
1-B-5



William R. Hofferbar
DATE: 18 APRIL 2015

R/W ABANDONED RR
OR BK588/PG275, 07/17/1943
SAWPA ESMT
OR# 1975-138596

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NAME: SANTA ANA RIVER BELOW PRADO DAM - BRINE LINE PROTECTION			
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.	RCFC PARCEL NUMBER(S):	SCALE:	PREPARED BY:
	PARCEL 2105-12A	NO SCALE	DKS
		APR-09-2013	SHEET NO. 2 OF 2

Notice of Determination

To: County Clerk
County of Riverside
2724 Gateway Drive
P.O. Box 3044
Riverside, CA 92507

From: Riverside County Flood Control
1995 Market Street
Riverside, CA 92501
Contact: Mike Wong
Phone: 951.955.1233

Lead Agency (if different from above):

SUBJECT:

Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

State Clearinghouse Number (if submitted to State Clearinghouse): N/A

Project Title: Acquire Easement Interest in Real Property (Acquisition Project) for the Santa Ana Canyon - Below Prado Inland Empire Brine Line Protection ("Project")

Project Location (include county)

The proposed Project is generally located adjacent to the northern bank of the Santa Ana River, between the Prado Dam outlet and the Burlington Northern Santa Fe (BNSF) railroad bridge, within Riverside County.

Project Description

The proposed Project is for the acquisition of easement interests in real property consisting of approximately 8,302 sq. ft. or .19 acres of land over a portion of land with Assessor's Parcel Number 101-120-012 by Easement Deed from the Orange County Flood Control District ("Acquisition Project" for reference purposes). This Acquisition Project will further implement the Santa Ana Canyon – Below Prado Inland Empire Brine Line Project where the Riverside County Flood Control and Water Conservation District, acting as lead agency for California Environmental Quality Act purposes, is responsible for acquiring any real property interest necessary to complete the Brine Line Project. This current District action is limited to the acquisition of easement interests in real property over a portion of Assessor Parcel Number 101-120-012 located in Riverside County for construction purposes for the Brine Line Project.

This is to advise that the Riverside County Flood Control and Water Conservation District (Lead Agency) has approved the above described project on October 7, 2014 and has made the following findings and determinations regarding the above described acquisition of easement interests in real property:

1. The Acquisition Project will not have a significant effect on the environment.
2. A Mitigated Negative Declaration (SCH No. 2013071020) was prepared for the Project pursuant to the provisions of CEQA and adopted on October 22, 2013, Agenda Item 11-5 with Resolution No. F2013-23.
3. A 2009 Final Supplemental Environmental Impact Statement/Environmental Impact Report ("FEIS/EIR") prepared by the U.S. Army Corps of Engineers was reviewed by the District.
4. Mitigation measures were made a condition of the approval of the Project.
5. The acquisition of easement interests in real property will not result in any new significant environmental effects not identified in the Initial Study and MND (SCH No. 2013071020) and the SEIS/EIR; will not substantially increase the severity of the environmental effects identified in the MND and SEIS/EIR; no considerably different mitigation measures have been identified; and no mitigation measures found infeasible have become feasible.
6. Nothing further is required and no further environmental documentation is required for California Environmental Quality Act purposes because the Acquisition Project was adequately analyzed in the earlier environmental documentation.

This is to certify that the previously adopted Mitigated Negative Declaration is available to the General Public at: The Office of the Clerk of the Board, County Administrative Center, 4080 Lemon Street, Riverside, CA 92501.

Signature (Public Agency)

Title

Date

Date received for filing at OPR:

Authority cited: Sections 21083 and 21087, Public Resources Code.
Reference: Sections 21000-21174, Public Resources Code.

Revised 2004

RIVERSIDE COUNTY CLERK-RECORDER

AUTHORIZATION TO BILL

TO BE FILLED OUT BY SUBMITTING AGENCY

DATE: 9/17/2014 BUSINESS UNIT/AGENCY: FLOOD CONTROL - FCARC

ACCOUNTING STRING:

ACCOUNT: 526410 FUND: 25120
DEPT ID: 947420 PROGRAM: _____

AMOUNT: \$50.00

REF: FINAL CEQA POSTING FOR SANTA ANA CYN BELOW PRADO INLAND EMPIRE BRINE LINE PROTECTION PROJECT
PROJ # 222-2-8-00105-00-15-3250-000

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO ISSUE AN INVOICE FOR PAYMENT OF ALL DOCUMENTS INCLUDED.

NUMBER OF DOCUMENTS INCLUDED: 1

AUTHORIZED BY: DARRYLENN PRUDHOLME-BROCKINGTON 

PRESENTED BY: JASON SWENSON EXT 58082

CONTACT: DARRYLENN PRUDHOLME-BROCKINGTON EXT 58357

TO BE FILLED OUT BY COUNTY CLERK

ACCEPTED BY: _____

DATE: _____

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