

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

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

808B



**FROM:** General Manager-Chief Engineer

**SUBMITTAL DATE:**  
 October 21, 2014

**SUBJECT:** Adopt Resolution No. F2014-34 Authorization to Exchange Fee and Easement Interests in Real Property, portions of APNs 283-060-028 and 283-060-029, RCFC Parcel Nos. 2493-2B and 2493-2D to Lee Lake Water District (LLWD), for acquisition of Easement Interests in Real Property with APN 283-060-013, RCFC Parcel Nos. 2493-1 and 2493-1T from the LLWD, all said properties located in the unincorporated area of the County of Riverside, State of California; Temescal Creek – Foster Road Storm Drain, Stage 1, Project No. 2-0-00493; CEQA Findings of Nothing Further is Required; District 1/ District 1[\$0]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Find that although the purchase of real property could have a significant effect on the environment, nothing further is required because all potentially significant effects have been fully analyzed in an earlier adopted Mitigated Negative Declaration (MND) and/or have been avoided or mitigated to less than significant pursuant to that earlier MND; and

(continue on Page 2)

BAF:rlp  
 P8/162640

*Steve Thomas*  
 FOR 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:** N/A  
**Budget Adjustment:** No  
**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
- Positions Added
- 4/5 Vote
- Change Order
- 

Prev. Agn. Ref.: 11-1 10/07/2014 | District: 1<sup>st</sup>/1<sup>st</sup> | Agenda Number:

11-4

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

**FORM 11:** Adopt Resolution No. F2014-34 Authorization to Exchange Fee and Easement Interests in Real Property, portions of APNs 283-060-028 and 283-060-029, RCFC Parcel Nos. 2493-2B and 2493-2D to Lee Lake Water District (LLWD), for Acquisition of Easement Interests in Real Property with APN 283-060-013, RCFC Parcel Nos. 2493-1 and 2493-1T from the LLWD, all said properties located in the unincorporated area of the County of Riverside, State of California; Temescal Creek – Foster Road Storm Drain, Stage 1, Project No. 2-0-00493; CEQA Findings of Nothing Further is Required; District 1 / District 1. [\$0]

**DATE:** October 21, 2014

**PAGE:** Page 2 of 3

**RECOMMENDED MOTION (continued)**

2. Adopt Resolution No. F2014-34 Authorization to Exchange Fee and Easement Interests in Real Property, portions of APNs 283-060-028 and 283-060-029, RCFC Parcel Nos. 2493-2B and 2493-2D to LLWD, for acquisition of Easement Interests in Real Property with APN 283-060-013, RCFC Parcel Nos. 2493-1 and 2493-1T from LLWD, all said properties located in the unincorporated area of the County of Riverside, State of California; and
3. Approve the Agreement for Purchase and Sale of Real Property between the District and LLWD and the Right of Entry and Temporary Construction Easement Agreement between the District and LLWD and authorize the Chairman of the District's Board of Supervisors to execute said agreements on behalf of the District; and
4. Authorize the Chairman of the District's Board of Supervisors to execute all associated documents with the above described agreements on behalf of the District, including the Grant Deed and Easement Deed in favor of LLWD and the Certificate of Acceptance for the Easement Deed in favor of the District; and
5. Authorize the General Manager-Chief Engineer, or his designee, to execute any other related documents and administer all actions necessary to complete this transaction; and
6. Direct the Clerk of the Board to file the Notice of Determination with the County Clerk within five (5) days of approval of this transaction.

**BACKGROUND:**

**Summary (continued)**

On July 11, 2014, the Riverside County Flood Control and Water Conservation District ("District") acquired certain real property with APNs 263-060-028 and 263-060-029, RCFC Parcel No. 2493-2, consisting of approximately 142,761 square feet combined for a proposed outlet site to further implement the District's Temescal Creek – Foster Road Storm Drain, Stage 1 Project ("Project"). The District has determined 98,580 square feet of land will be required to construct the flood control facility, thereby leaving an uneconomic remnant, consisting of approximately 44,091 square feet that is landlocked and not necessary for the Project.

This remnant portion of Interests in Real Property, portions of APNs 283-060-028 and 283-060-029, also referenced as RCFC Parcel Nos. 2493-2B and 2493-2D as described in Exhibit "A" and shown in Exhibit "B" is hereinafter referred to as "Consideration Property", is no longer necessary to be retained for the uses and purposes of the District. The District desires to convey this Consideration Property to LLWD in exchange for and as the consideration for the acquisition of real property interests from LLWD. The certain real property interests that the District desires to acquire from LLWD consists of an easement interest in real property and a right of entry and temporary construction easement interest over land with APN 283-060-013, RCFC Parcel Nos. 2493-1 and 2493-1T as described in Exhibit "C" and shown in Exhibit "D" ("Property").

The District and LLWD desire to enter into the Agreement for Purchase and Sale of Real Property and the Right of Entry and Temporary Construction Easement Agreement for this transaction. LLWD has agreed to accept the Consideration Property due to its close proximity to other property owned by LLWD, and the District agrees to provide, the value of said purchase price for the Property under the above described agreements in

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

**FORM 11:** Adopt Resolution No. F2014-34 Authorization to Exchange Fee and Easement Interests in Real Property, portions of APNs 283-060-028 and 283-060-029, RCFC Parcel Nos. 2493-2B and 2493-2D to Lee Lake Water District (LLWD), for Acquisition of Easement Interests in Real Property with APN 283-060-013, RCFC Parcel Nos. 2493-1 and 2493-1T from the LLWD, all said properties located in the unincorporated area of the County of Riverside, State of California; Temescal Creek – Foster Road Storm Drain, Stage 1, Project No. 2-0-00493; CEQA Findings of Nothing Further is Required; District 1 / District 1. [\$0]

**DATE:** October 21, 2014

**PAGE:** Page 3 of 3

the form of a property exchange of the Consideration Property as consideration for the District's acquisition of the Property instead of accepting legal tender as consideration.

Therefore, the District recommends adoption of Resolution F2014-34 for the authorization to exchange the fee and easement interests in real property, portions of APNs 283-060-028 and 283-060-029, RCFC Parcel Nos. 2493-2B and 2493-2D to LLWD, for acquisition of easement interests in real property with APN 283-060-013, RCFC Parcel Nos. 2493-1 and 2493-1T from LLWD. This exchange of property with similar values will remove both maintenance and potential liability issues for the District for the Consideration Property.

Pursuant to the California Water Code Appendix §48-9 and §48-13, the Board of Supervisors for the District has the power to hold, use, acquire any real property interest and may determine by resolution duly entered in its minutes that any real property held by the District is no longer necessary to be retained for the uses and purposes thereof and may thereafter depose of said property, including the power to grant any interest in real property it owns to public agencies where such grant does not interfere with the use of the real property for the purposes of the District. Staff has evaluated and determined that the conveyance of the fee and easement interests to LLWD will not interfere with the use of the property for the purposes of the District.

Staff has reviewed the proposed acquisition and exchange of real property and it was determined that nothing further was required because all potentially significant effects of the purchase of real property have been fully analyzed in an earlier adopted Mitigated Negative Declaration ("MND") (SCH#2013101086) and have been avoided or mitigated to less than significant pursuant to that earlier MND. The potential environmental effects of the Temescal Creek - Foster Road Storm Drain, Stage 1 project were fully studied in Initial Study/MND (SCH#2013101086). Based upon the findings incorporated therein, the Board of Supervisors adopted the MND (SCH#2013101086) and a Mitigation Monitoring Program, and approved the Temescal Creek - Foster Creek Road Storm Drain, Stage 1 project on January 14, 2014, Agenda Item 11-4 with Resolution No. F2014-01. Acquiring and exchanging the real property interests will not result in any new significant environmental effects not identified in the Initial Study/MND (SCH#2013101086). The actions will not substantially increase the severity of the environmental effects identified in the MND, no considerably different mitigation measures have been identified, and no mitigation measures found infeasible have become feasible. As a result, no further environmental documentation is required for California Environmental Quality Act purposes.

The Agreement for Purchase and Sale of Real Property between the District and LLWD, the Right of Entry and Temporary Construction Easement Agreement between the District and LLWD and Resolution No. F2014-34 have been approved as to form by County Counsel.

**Impact on Residents and Businesses**

The proposed project will protect people, property, and the watershed from damage or destruction from flood and stormwater impacts. The health and safety concerns prompt the District to construct the proposed project.

**ATTACHMENTS (if needed, in this order):**

1. Resolution No. F2014-34
2. Agreement for Purchase and Sale of Real Property
3. Right of Entry and Temporary Construction Easement Agreement
4. Grant Deed, Easement Deed, Easement Deed and Certificate of Acceptance
5. Exhibits "A" and "B", Exhibits "C" and "D"
6. Notice of Determination

# EXHIBITS

“A” & “B”

EXHIBIT "A"

**Temescal Creek – Foster Road Storm Drain  
Parcel 2493-2B**

Being a portion of Parcel 2493-2 of Record of Survey as shown in Book 140, Pages 92 through 94, records of Riverside County, State of California, within the unincorporated territory of said County described as follows:

A portion of said Parcel lying easterly and southerly of the following described line:

Commencing at the southwesterly corner of said Parcel;

Thence South  $89^{\circ} 25' 28''$  East 12.11 feet along the southerly line of said Parcel to a point on line parallel with and distant easterly 10.00 feet, measured at right angles, from the westerly line of said Parcel and the Point of Beginning;

Thence North  $33^{\circ} 44' 34''$  West 239.06 feet along said parallel line;

Thence North  $56^{\circ} 15' 37''$  East 172.95 feet to the easterly line of said parcel being North  $33^{\circ} 43' 09''$  West 143.43 feet from the easterly corner of said Parcel and the Point of Termination.



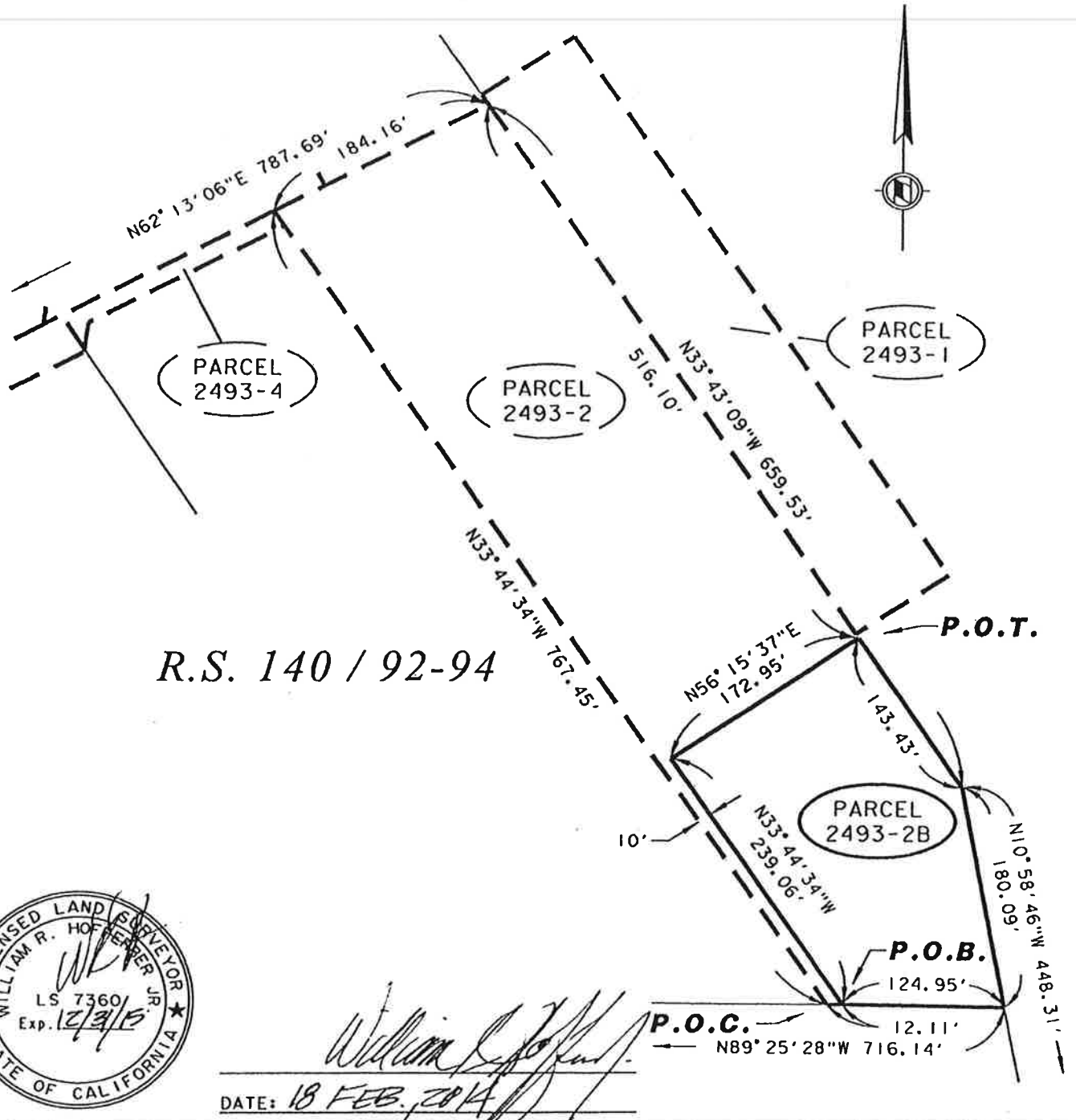
  
WILLIAM R. HOFFERBER JR.

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

Date: 18 FEB. 2014

EXHIBIT "B"

BEING A PORTION OF PARCEL 2493-2 OF RECORD OF SURVEY AS SHOWN IN BOOK 140, PAGES 92 THROUGH 94, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, WITHIN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY.



*William R. Hoff*  
 DATE: 18 FEB. 2014

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

PROJECT NAME: TEMESCAL CREEK - FOSTER ROAD STORM DRAIN			
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 2493-2B	NO SCALE	DAB
		FEB-11-2014	SHEET NO. 1 OF 1

EXHIBIT "A"

**Temescal Creek – Foster Road Storm Drain  
Parcel 2493-2D**

Being a portion of Parcel 2493-2 of Record of Survey as shown in Book 140, Pages 92 through 94, records of Riverside County, State of California, within the unincorporated territory of said County described as follows:

The westerly 15.00 feet, together with the northerly 15.00 feet of said Parcel.



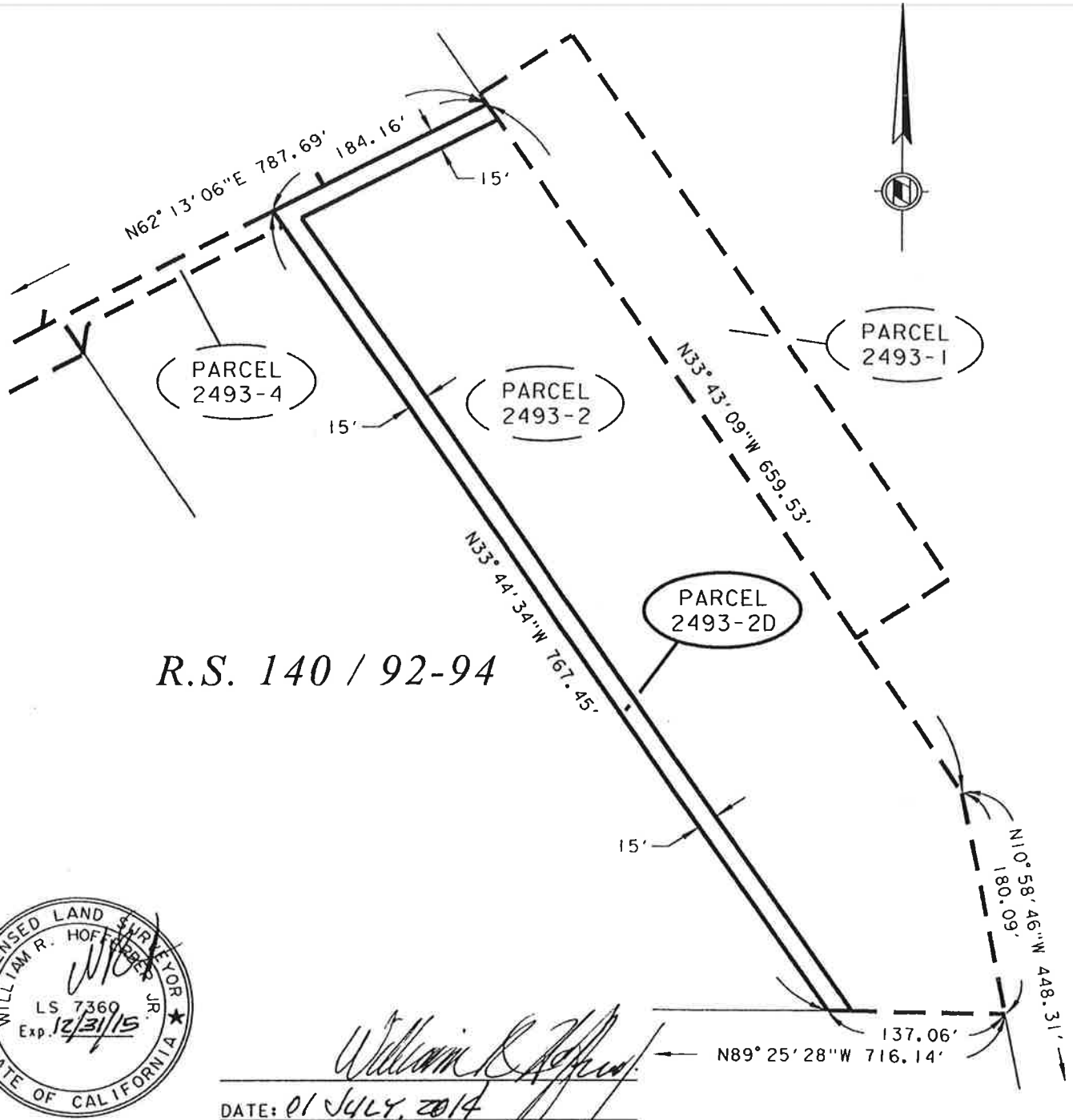
  
\_\_\_\_\_  
WILLIAM R. HOFFERBER JR.

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

Date: 01 JULY, 2014

**EXHIBIT "B"**

BEING A PORTION OF PARCEL 2493-2 OF RECORD OF SURVEY AS SHOWN IN BOOK 140, PAGES 92 THROUGH 94, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, WITHIN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY.



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

PROJECT NAME: TEMESCAL CREEK - FOSTER ROAD STORM DRAIN			
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 2493-2D	NO SCALE	DAB
		JUN-30-2014	SHEET NO. 1 OF 1



# EXHIBITS

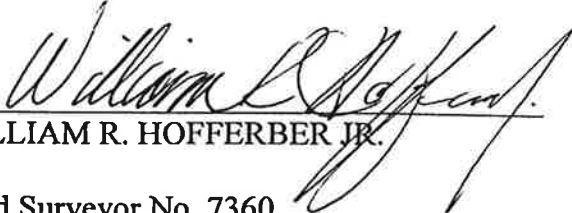
“C” & “D”

EXHIBIT "C"

**Temescal Creek – Foster Road Storm Drain  
Parcel 2493-1**

All of Parcel 2493-1 of Record of Survey as shown in Book 140, Pages 92 through 94, records of Riverside County, State of California, within the unincorporated territory of Riverside County.



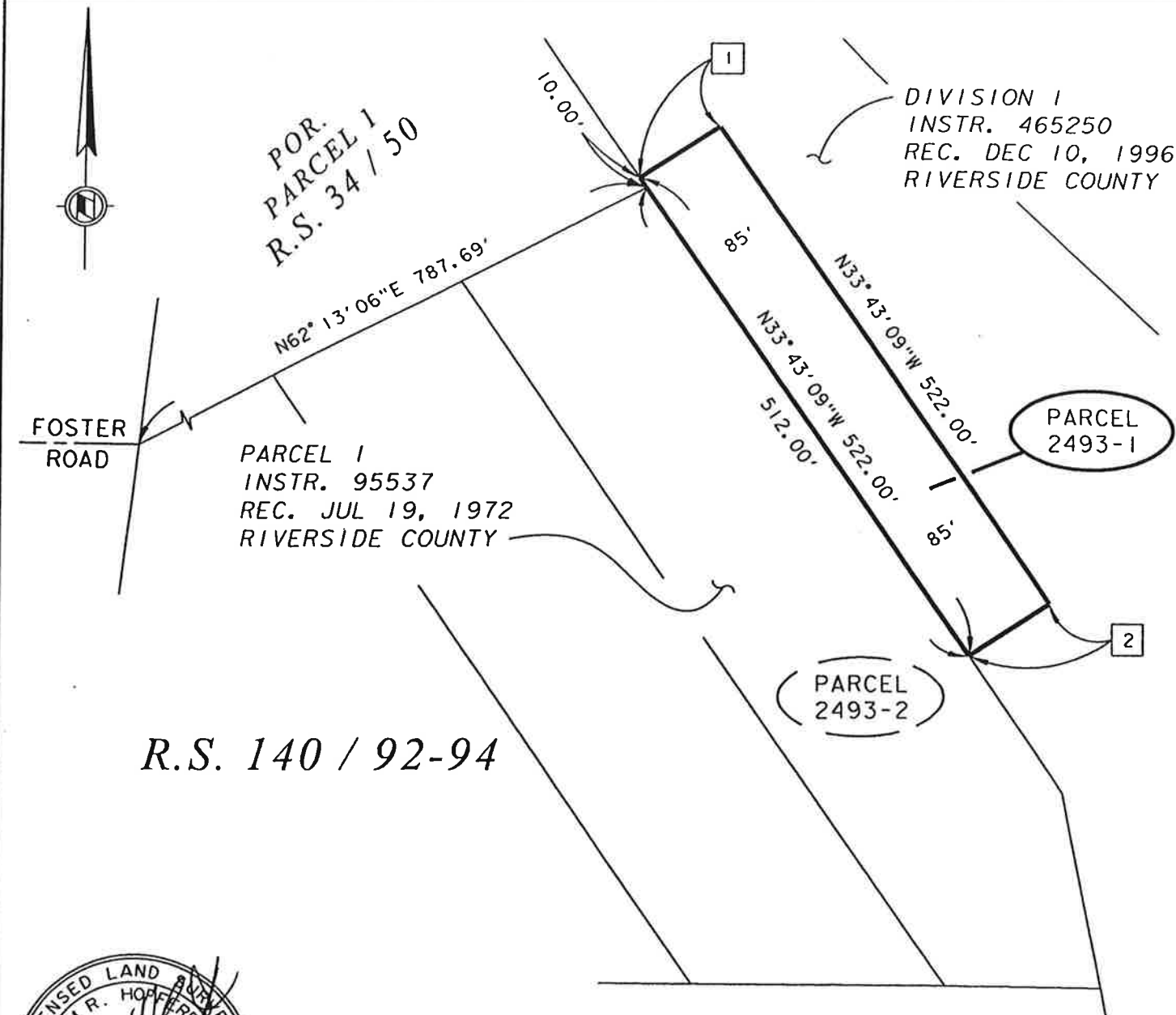
  
WILLIAM R. HOFFERBER JR.

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

Date: 22 AUG., 2013

EXHIBIT "D"

ALL OF PARCEL 2493-1 OF RECORD OF SURVEY AS SHOWN IN BOOK 140, PAGES 92 THROUGH 94, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, WITHIN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY.



R.S. 140 / 92-94



*William R. Hopper, Jr.*  
 DATE: 22 AUG., 2013

LINE DATA		
	BEARING	DISTANCE
1	N56° 16' 51" E	85.00'
2	N56° 16' 51" E	85.00'

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

PROJECT NAME: TEMESCAL CREEK - FOSTER ROAD STORM DRAIN

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:
	2493-1	NO SCALE	DAB
		AUG-12-2013	SHEET NO. 1 OF 1

EXHIBIT "C"

**Temescal Creek – Foster Road Storm Drain  
Parcel 2493-1T**

Being a portion of Division I as described in Instrument No. 465250, recorded December 10, 1996, records of Riverside County, State of California, within the unincorporated territory of Riverside County described as follows:

A strip of land 90 feet wide, lying northeasterly of and perpendicular to the following described line:

Beginning at a point on the westerly line of said Division I being North 33° 43' 09" West 48.00 feet from the most northerly corner of Parcel 1 as described in Instrument No. 95537, recorded July 19, 1972, records of said County;

Thence South 33° 43' 09" East 38.00 feet along the westerly line of said Division I;

Thence continuing South 33° 43' 09" East 536.00 feet along the westerly line of said Division I to the Point of Termination;

Excepting therefrom Parcel 2493-1 of Record of Survey as shown in Book 140, Pages 92 through 94, records of said county.



A handwritten signature in black ink, appearing to read "William R. Hofferber Jr.", written over a horizontal line.

WILLIAM R. HOFFERBER JR.

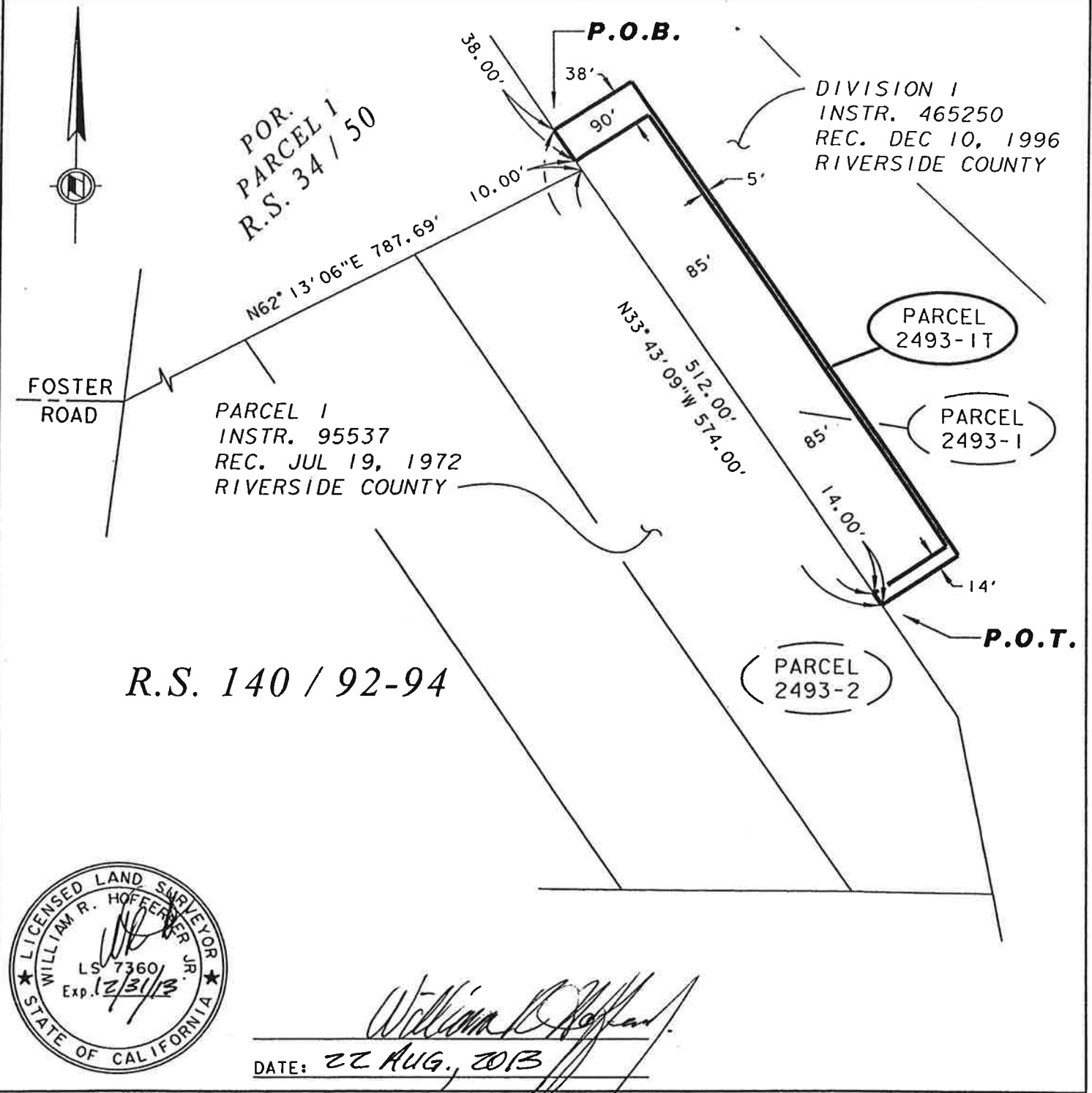
Land Surveyor No. 7360

Signed For: Riverside County Flood Control  
and Water Conservation District

Date: 22 AUG, 2013

EXHIBIT "D"

BEING A PORTION OF DIVISION I AS DESCRIBED IN INSTRUMENT NO. 465250, RECORDED DECEMBER 10, 1996, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, WITHIN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY.



*William R. Hoffecker, Jr.*  
 DATE: 22 AUG, 2013

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

PROJECT NAME: TEMESCAL CREEK - FOSTER ROAD STORM DRAIN			
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:
	2493-1T	NO SCALE	DAB
		AUG-12-2013	SHEET NO. 1 OF 1

**BOARD OF SUPERVISORS**

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

**RESOLUTION NO. F2014-34**

AUTHORIZATION TO EXCHANGE FEE AND EASEMENT INTERESTS  
IN REAL PROPERTY PORTIONS WITH ASSESSOR'S PARCEL NUMBERS 283-060-028  
AND 283-060-029, RCFC PARCEL NOS. 2493-2B BY GRANT DEED AND 2493-2D  
BY EASEMENT DEED TO LEE LAKE WATER DISTRICT FOR ACQUISITION OF  
EASEMENT INTERESTS IN REAL PROPERTY WITH ASSESSOR'S PARCEL NUMBER  
283-060-013, RCFC PARCEL NOS. 2493-1 BY EASEMENT DEED AND 2493-1T RIGHT OF  
ENTRY AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT FROM THE  
LEE LAKE WATER DISTRICT, ALL SAID PROPERTIES LOCATED IN THE  
UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
TEMESCAL CREEK – FOSTER ROAD STORM DRAIN, STAGE 1

PROJECT NO. 2-0-00493

WHEREAS, the Riverside County Flood Control and Water Conservation District  
("District") is the fee simple owner of certain real property, consisting of approximately 142,761  
square feet, that is located in the unincorporated area of the County of Riverside, State of  
California; with Assessor's Parcel Numbers 283-060-028 and 283-060-029 as shown in Exhibit  
"A" and shown in Exhibit "B"; and

WHEREAS, the District has determined that 98,580 square feet of the 142,761 square  
feet of land will be required to construct the flood control facility in furtherance of the District's  
Temescal Creek – Foster Road Storm Drain, Stage 1 Project ("Project"), thereby leaving an  
uneconomic landlocked remnant of land that is not necessary for the Property, consisting of  
approximately 44,091 square feet of land, portions of Assessor's Parcel Numbers 283-060-028  
and 283-060-029, also referenced as RCFC Parcel Nos. 2493-2B and 2493-2D, hereinafter  
referred to as the "Consideration Property" are described in Exhibit "C" and depicted on Exhibit  
"D"; and

WHEREAS, pursuant to the California Water Code Appendix §48-9 and §48-13, the  
Board of Supervisors for the District has the power to hold, use, acquire any real property  
interest and may determine by resolution duly entered in its minutes that any real property held  
by the District is no longer necessary to be retained for the uses and purposes thereof and may  
thereafter depose of said property, including the power to grant any interest in real property it

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

1 owns to public agencies where such grant does not interfere with the use of the real property for  
2 the purposes of the District; and

3           WHEREAS, the District has determined that the conveyance of the Consideration  
4 Property to the Lee Lake Water District (LLWD) will not interfere with the use of the property  
5 for the purposes of the District and declared said property as surplus on October 7, 2014 and now  
6 desire to convey the Consideration Property to the LLWD in exchange for and as consideration  
7 for the easement interests in real property with Assessor's Parcel Number 283-060-013, RCFC  
8 Parcel Nos. 2493-1 and 2493-1T, ("Property") are described in Exhibit "E" and depicted on  
9 Exhibit "F" by Easement Deed and Right of Entry and Temporary Construction Easement  
10 Agreement from LLWD; and

11           WHEREAS, LLWD has agreed to accept and the District agrees to provide the value of  
12 said purchase price for the Property in the form of a land exchange and pursuant to that certain  
13 Agreement for the Purchase and Sale of Real Property between the District and LLWD and the  
14 Right of Entry and Temporary Construction Easement Agreement between the District and  
15 LLWD.

16           NOW, THEREFORE, BE IT RESOLVED, FOUND, DETERMINED, AND ORDERED  
17 by the Board of Supervisors of the Riverside County Flood Control and Water Conservation  
18 District ("Board"), County of Riverside, State of California, in regular session assembled on  
19 October 21, 2014 at 10:30 a.m. or soon thereafter, in its meeting room located on the 1<sup>st</sup> Floor of  
20 the County Administrative Center, 4080 Lemon Street, Riverside, California, with at least four-  
21 fifths of all members concurring, the authorization of the conveyance to LLWD the following  
22 described Subject Property: The fee interest in RCFC Parcel No. 2493-2B and the easement  
23 interest in RCFC Parcel No. 2493-2D, that is situated west in LLWD's property, in the  
24 unincorporated area of the County of Riverside, State of California, in exchange for and as  
25 consideration to acquire for the easement interests in real property with Assessor's Parcel  
26 Number 283-060-013, RCFC Parcel Nos. 2493-1 and 2493-1T, by Easement Deed and Right of  
27 Entry and Temporary Construction Easement Agreement from LLWD.

28

1 BE IT RESOLVED, FOUND, DETERMINED, AND ORDERED by the Board the  
2 approval of the Agreement for Purchase and Sale of Real Property between the District and  
3 LLWD and the Right of Entry and Temporary Construction Easement Agreement and authorize  
4 the Chairman of the Board of Supervisors of the District to execute said agreements on behalf of  
5 the District.

6 BE IT RESOLVED, FOUND, DETERMINED, AND ORDERED by the Board the  
7 authorization for the Chairman of the District's Board of Supervisors to execute all associated  
8 documents with the above described agreements on behalf of the District, including the Grant  
9 Deed and Easement Deed in favor of LLWD and the certificate of acceptance for the Easement  
10 Deed in favor of the District.

11 BE IT RESOLVED, FOUND, DETERMINED, AND ORDERED by the Board that the  
12 Clerk of the Board is authorized to certify acceptance of any documents conveying the real  
13 property interest in favor of the District to complete the purchase and for recordation.

14 BE IT RESOLVED, FOUND, DETERMINED, AND ORDERED by the Board that the  
15 Clerk of the Board is directed to cause a copy of this Resolution to be posted in at least three (3)  
16 public places within the County of Riverside for no less than fifteen (15) days.

17 BE IT RESOLVED, FOUND, DETERMINED, AND ORDERED by the Board that the  
18 General Manager-Chief Engineer or his designee is authorized to execute any other documents  
19 and administer all actions necessary to complete the purchase of the real property and this  
20 transaction.

21 BE IT RESOLVED, FOUND, DETERMINED, AND ORDERED the Chairman of the  
22 Board of Supervisors of the District is hereby given authority to execute Grant Deed, the  
23 Easement Deed and all necessary documents on behalf of the District for the Subject Property.

24 BE IT RESOLVED, FOUND, DETERMINED, AND ORDERED that the General  
25 Manager-Chief Engineer, or his designee, is authorized to execute any other associated  
26 documents and administer all actions necessary to complete the conveyance of real property to  
27 the District in this transaction.  
28



# EXHIBITS

“A” & “B”

Exhibit "A"

**Temescal Creek - Foster Road Storm Drain  
Parcel 2493-2**

All of Parcel 2493-2 of Record of Survey as shown in Book 140, Pages 92 through 94, records of Riverside County, State of California, within the unincorporated territory of Riverside County.



*William R. Hofferber Jr.*

WILLIAM R. HOFFERBER JR.

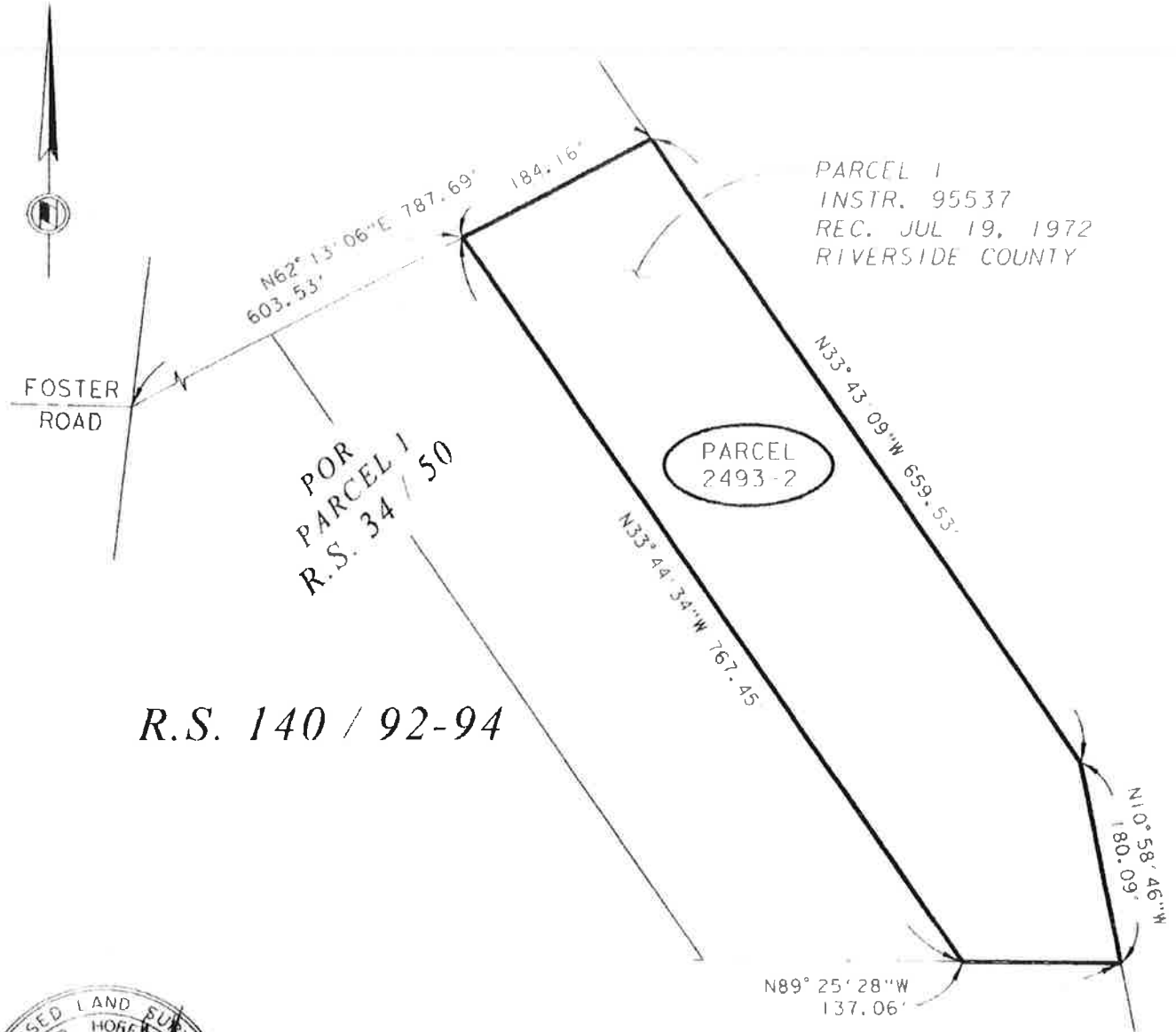
Land Surveyor No. 7360

Signed For: Riverside County Flood Control  
and Water Conservation District

Date: *22 Aug. 2013*

Exhibit "B"

ALL OF PARCEL 2493 2 OF RECORD OF SURVEY AS SHOWN IN BOOK 140, PAGES 92 THROUGH 94, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, WITHIN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY.



PARCEL 1  
 INSTR. 95537  
 REC. JUL 19, 1972  
 RIVERSIDE COUNTY

PARCEL  
 2493-2

R.S. 140 / 92-94



*William R. Moore*  
 DATE: 22 AUG. 2013

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

PROJECT NAME: TEMESCAL CREEK - FOSTER ROAD STORM DRAIN			
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 2493-2	NO SCALE	DAB
		AUG-12-2013	SHEET NO. 1 OF 1

# EXHIBITS

“C” & “D”

EXHIBIT "C"

**Temescal Creek – Foster Road Storm Drain  
Parcel 2493-2B**

Being a portion of Parcel 2493-2 of Record of Survey as shown in Book 140, Pages 92 through 94, records of Riverside County, State of California, within the unincorporated territory of said County described as follows:

A portion of said Parcel lying easterly and southerly of the following described line:

Commencing at the southwesterly corner of said Parcel;

Thence South  $89^{\circ} 25' 28''$  East 12.11 feet along the southerly line of said Parcel to a point on line parallel with and distant easterly 10.00 feet, measured at right angles, from the westerly line of said Parcel and the Point of Beginning;

Thence North  $33^{\circ} 44' 34''$  West 239.06 feet along said parallel line;

Thence North  $56^{\circ} 15' 37''$  East 172.95 feet to the easterly line of said parcel being North  $33^{\circ} 43' 09''$  West 143.43 feet from the easterly corner of said Parcel and the Point of Termination.



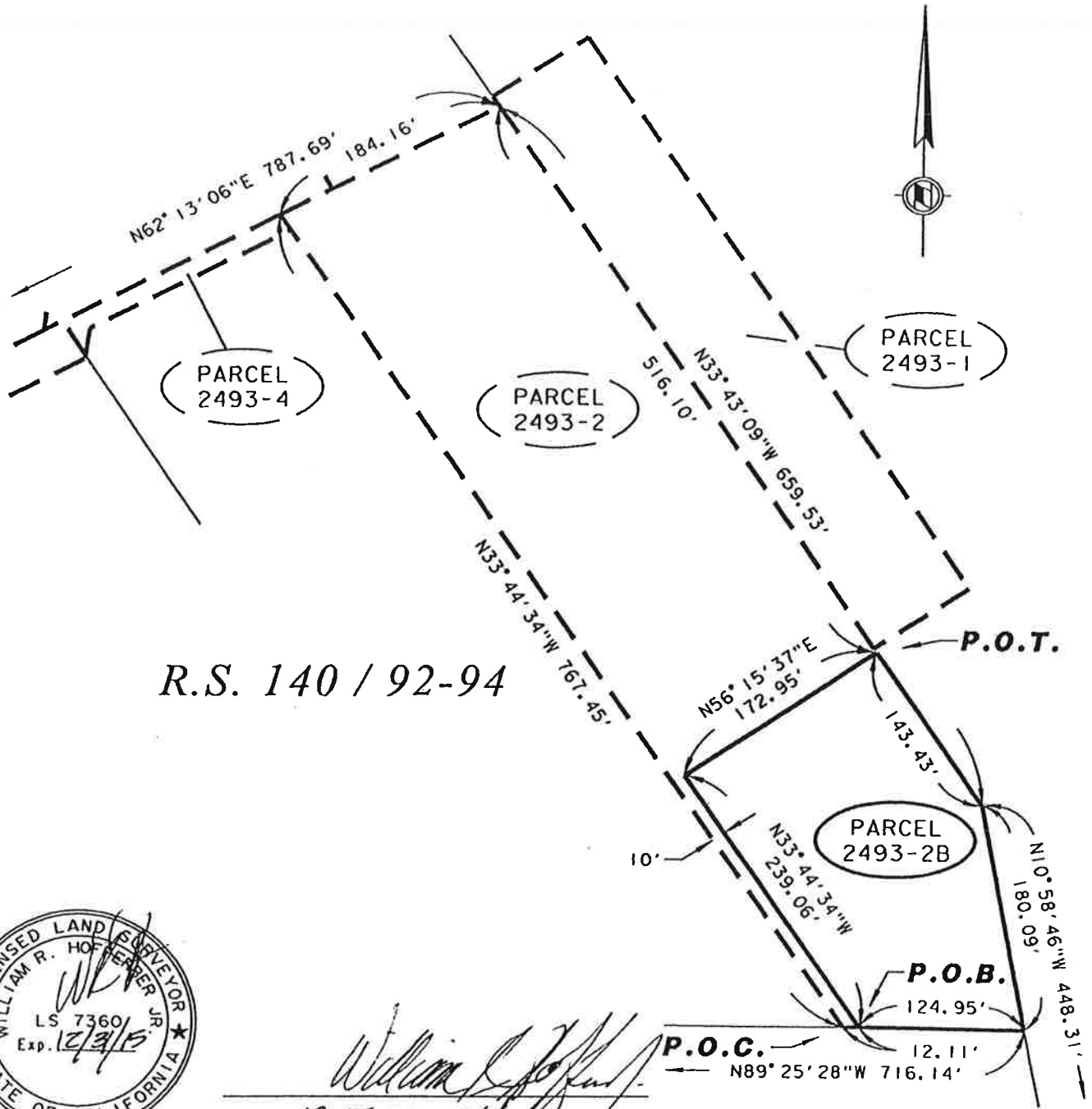
  
WILLIAM R. HOFFERBER JR.

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

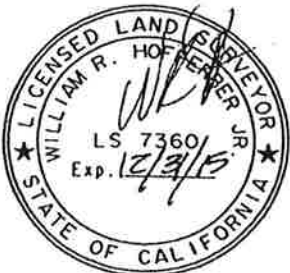
Date: 18 FEB. 2014

EXHIBIT "D"

BEING A PORTION OF PARCEL 2493-2 OF RECORD OF SURVEY AS SHOWN IN BOOK 140, PAGES 92 THROUGH 94, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, WITHIN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY.



R.S. 140 / 92-94



*William R. Hoffer, Jr.*  
DATE: 18 FEB. 2014

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NAME:

TEMESCAL CREEK - FOSTER ROAD STORM DRAIN

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):

PARCEL 2493-2B

SCALE:

NO SCALE

FEB-11-2014

PREPARED BY:

DAB

SHEET NO.

1 OF 1

EXHIBIT "C"

Temescal Creek – Foster Road Storm Drain  
Parcel 2493-2D

Being a portion of Parcel 2493-2 of Record of Survey as shown in Book 140, Pages 92 through 94, records of Riverside County, State of California, within the unincorporated territory of said County described as follows:

The westerly 15.00 feet, together with the northerly 15.00 feet of said Parcel.

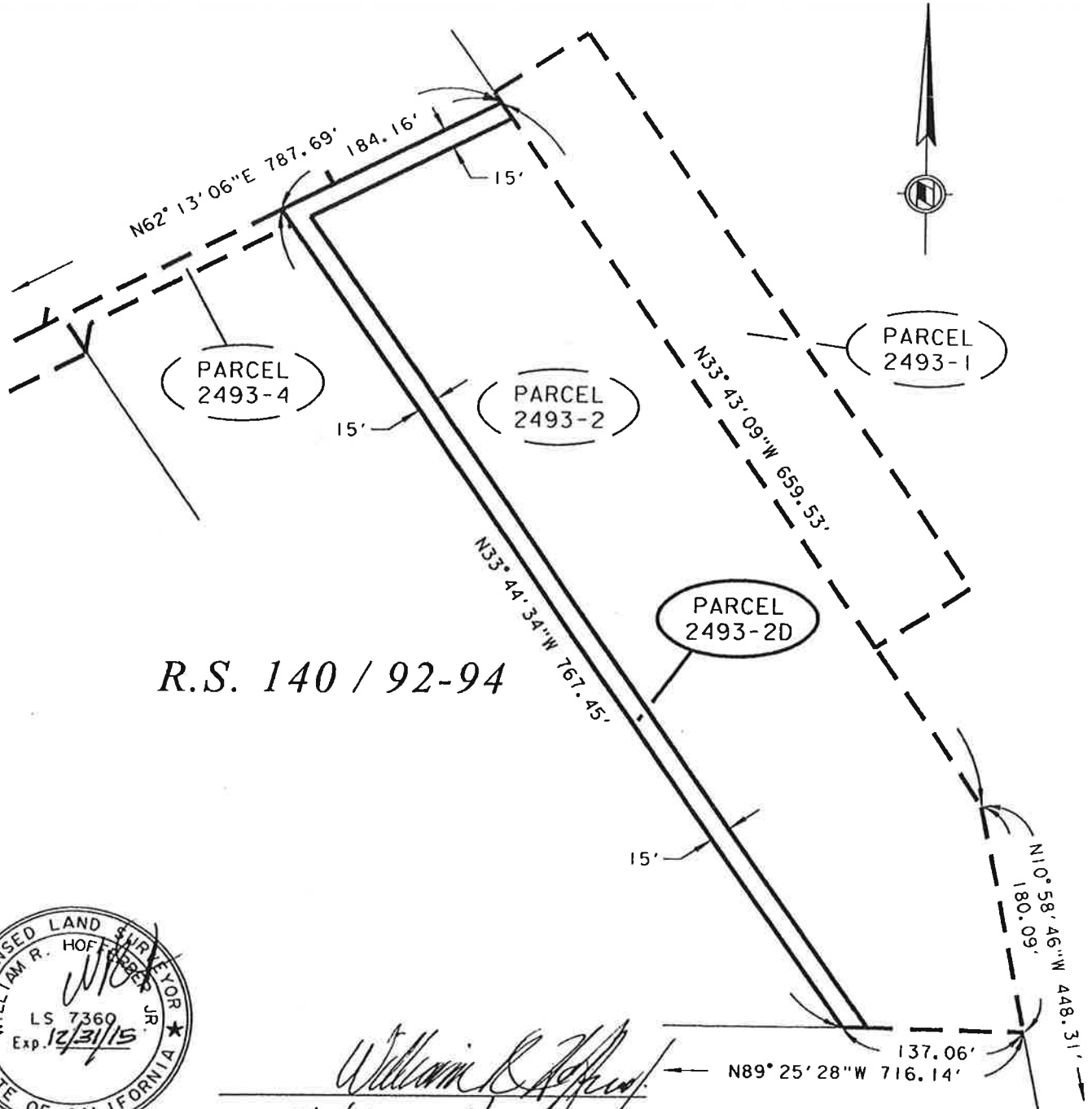


*William R. Hofferber Jr.*  
\_\_\_\_\_  
WILLIAM R. HOFFERBER JR.

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

Date: 01 JULY, 2014

**EXHIBIT "D"**  
 BEING A PORTION OF PARCEL 2493-2 OF RECORD OF SURVEY AS SHOWN IN BOOK 140,  
 PAGES 92 THROUGH 94, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, WITHIN  
 THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY.



*R.S. 140 / 92-94*



*William R. Hoffmeyer, Jr.*  
 DATE: 01 JULY, 2014

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

1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NAME:

TEMESCAL CREEK - FOSTER ROAD STORM DRAIN

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):  
 PARCEL 2493-2D

SCALE:  
 NO SCALE  
 JUN-30-2014

PREPARED BY:  
 DAB  
 SHEET NO.  
 1 OF 1



# EXHIBITS

“E” & “F”

EXHIBIT "E"

**Temescal Creek – Foster Road Storm Drain  
Parcel 2493-1**

All of Parcel 2493-1 of Record of Survey as shown in Book 140, Pages 92 through 94, records of Riverside County, State of California, within the unincorporated territory of Riverside County.



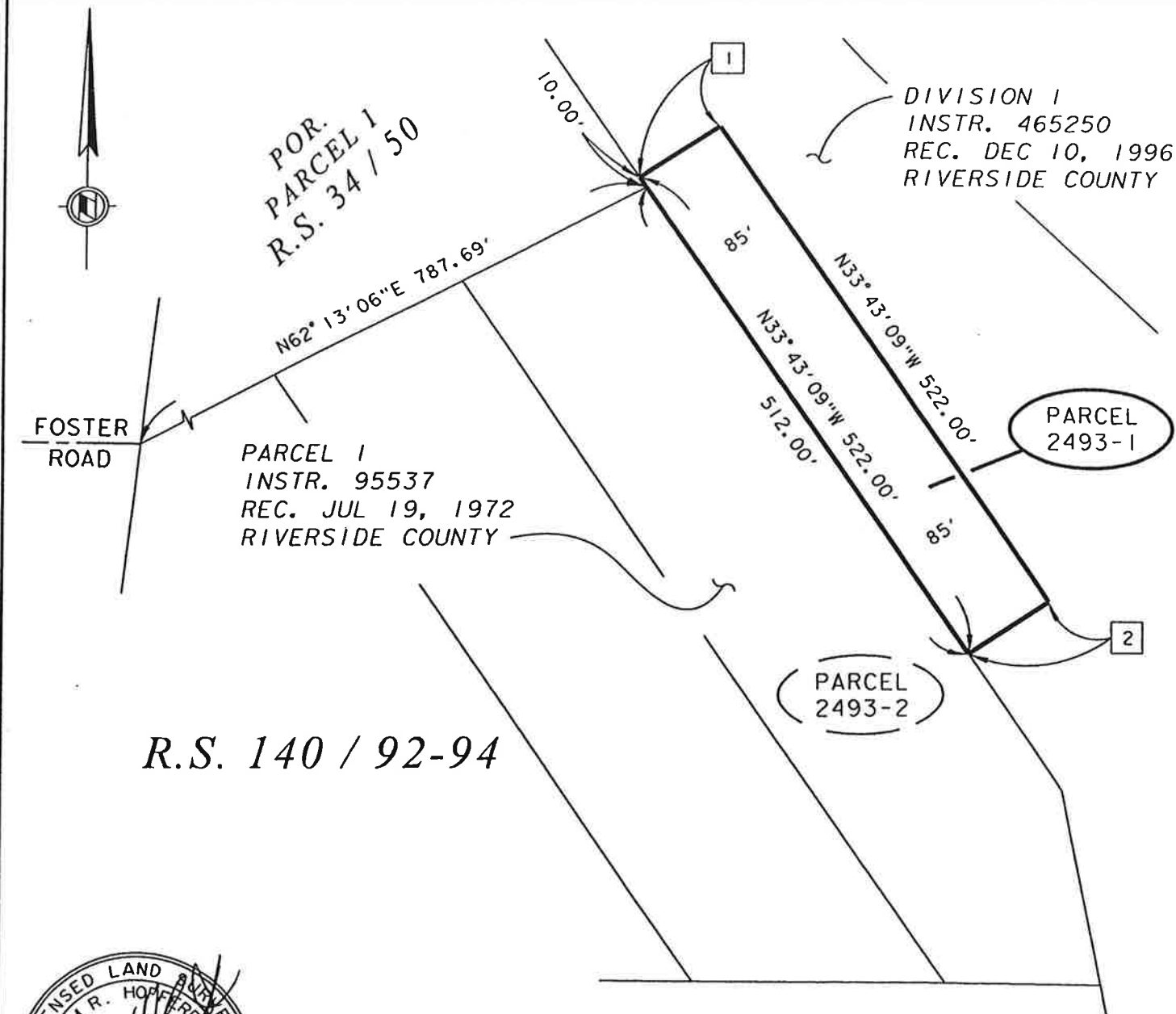
*William R. Hofferber Jr.*  
\_\_\_\_\_  
WILLIAM R. HOFFERBER JR.

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

Date: 22 AUG., 2013

EXHIBIT "F"

ALL OF PARCEL 2493-1 OF RECORD OF SURVEY AS SHOWN IN BOOK 140, PAGES 92 THROUGH 94, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, WITHIN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY.



*William R. Hopper*  
 DATE: 22 AUG, 2013

LINE DATA		
	BEARING	DISTANCE
1	$N56^{\circ}16'51''E$	85.00'
2	$N56^{\circ}16'51''E$	85.00'

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

PROJECT NAME: TEMESCAL CREEK - FOSTER ROAD STORM DRAIN		
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): 2493-1	SCALE: NO SCALE
		PREPARED BY: DAB
		SHEET NO. 1 OF 1
		AUG-12-2013

EXHIBIT "E"

**Temescal Creek – Foster Road Storm Drain  
Parcel 2493-1T**

Being a portion of Division I as described in Instrument No. 465250, recorded December 10, 1996, records of Riverside County, State of California, within the unincorporated territory of Riverside County described as follows:

A strip of land 90 feet wide, lying northeasterly of and perpendicular to the following described line:

Beginning at a point on the westerly line of said Division I being North 33° 43' 09" West 48.00 feet from the most northerly corner of Parcel 1 as described in Instrument No. 95537, recorded July 19, 1972, records of said County;

Thence South 33° 43' 09" East 38.00 feet along the westerly line of said Division I;

Thence continuing South 33° 43' 09" East 536.00 feet along the westerly line of said Division I to the Point of Termination;

Excepting therefrom Parcel 2493-1 of Record of Survey as shown in Book 140, Pages 92 through 94, records of said county.



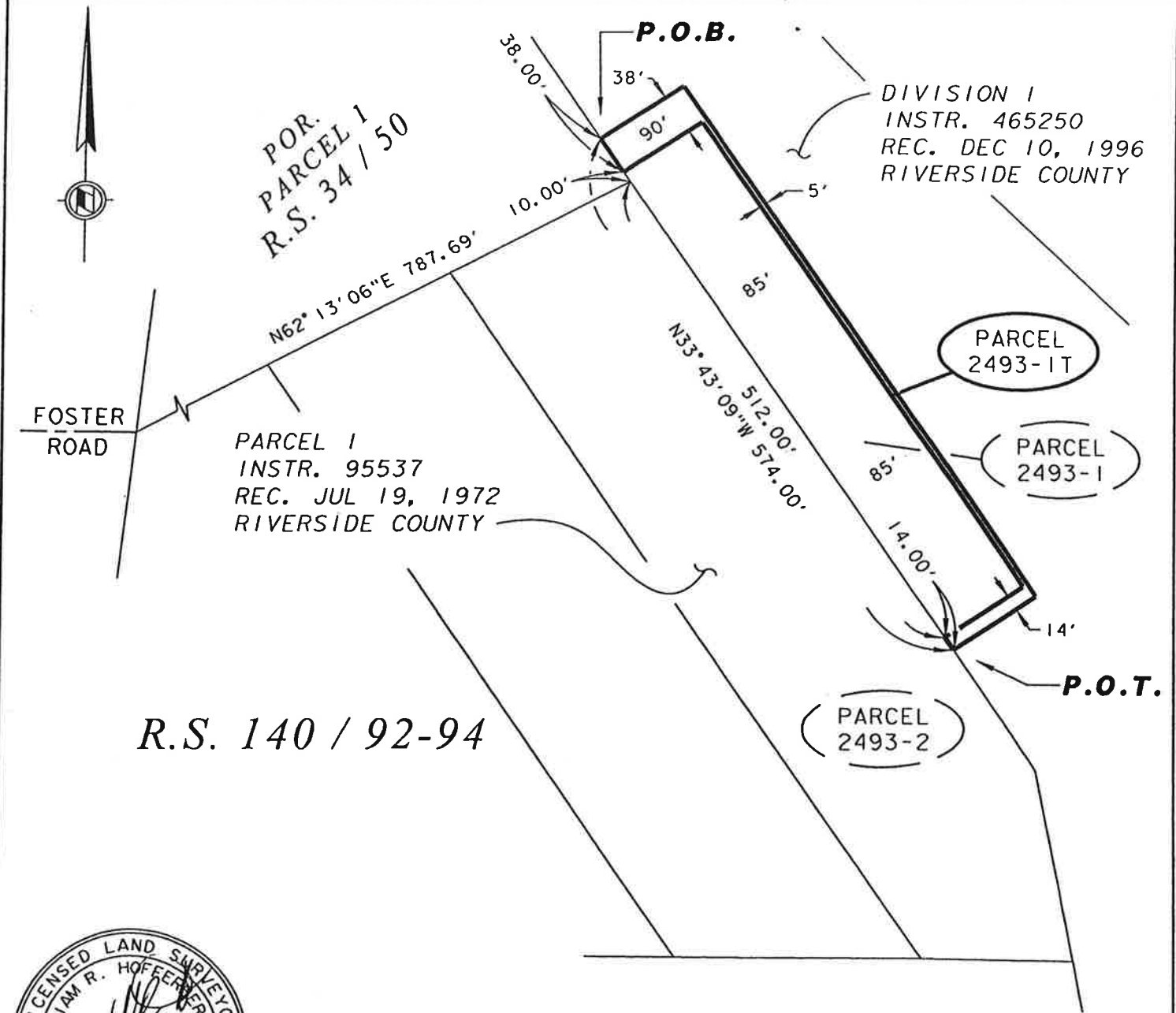
  
WILLIAM R. HOFFERBER JR.

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

Date: 22 AUG, 2013

**EXHIBIT "F"**

BEING A PORTION OF DIVISION I AS DESCRIBED IN INSTRUMENT NO. 465250, RECORDED DECEMBER 10, 1996, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, WITHIN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY.



*William R. Hoffner Jr.*  
 DATE: 22 AUG, 2013

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

PROJECT NAME: TEMESCAL CREEK - FOSTER ROAD STORM DRAIN		SCALE: NO SCALE	PREPARED BY: DAB
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):	AUG-12-2013	SHEET NO. 1 OF 1
	2493-1T		

1 APN: 283-060-013  
2 Project: Temescal Creek - Foster Road  
3 Storm Drain, Stage 1  
4 Project No. 2-0-00493  
5 RCFC Parcel Nos. 2493-1 and 2493-1T  
6

7 **AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY**

8 THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY,  
9 ("Agreement"), is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the  
10 RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a  
11 body politic, (hereinafter called "DISTRICT" or "BUYER") and LEE LAKE WATER  
12 DISTRICT, a California Water District (hereinafter called "SELLER") for acquisition by  
13 BUYER from SELLER of certain real property interests for the Temescal Creek - Foster Road  
14 Storm Drain, Stage 1 (hereinafter called "PROJECT").

15 **RECITALS**

- 16 A. SELLER is the owner of certain real property located in the City of Corona, County of  
17 Riverside, State of California, consisting of approximately 16.06 acres of land, with  
18 Assessor's Parcel No. 283-060-013, and the related improvements, appurtenances and  
19 certain related personal and intangible property ("SELLER'S PROPERTY").  
20 B. SELLER desires to sell and BUYER desires to purchase easement interests in the  
21 SELLER'S PROPERTY as specifically described herein.

22 IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

23 1. AGREEMENT TO PURCHASE AND SALE. For good and valuable consideration,  
24 the receipt and adequacy of which is hereby acknowledged, SELLER agrees to sell to  
25 BUYER and BUYER agrees to purchase from SELLER, upon the terms and for the  
26 consideration set forth in this Agreement, the following easement interests in certain  
27 real property, located in Riverside County, California, with Riverside County Assessor's  
28 Parcel No. 283-060-013.

- 29 A. An exclusive permanent easement which affects a section of land that will  
30 hereinafter be referred to as "Parcel 2493-1". Said section of land contains  
31 approximately 1.02 acres.  
32 B. A twelve (12) month temporary construction easement (TCE) which affects a  
33 section of land that will hereinafter be referred to as "Parcel 2493-1T".

34 Said above-listed easement interests in real property will hereinafter be collectively  
35 referred to as the "Property".

1 The respective sections of land affected by the above listed interests in real property are  
2 pictorially depicted and legally described in attached Exhibit "A" and attached Exhibit  
3 "B" (which are incorporated herein by this reference).

4 2. PURCHASE PRICE. The total purchase price value that BUYER will provide to  
5 SELLER for the PROPERTY is:

6 TWENTY-FIVE THOUSAND FIVE HUNDRED DOLLARS  
7 (\$25,500.00)

8 The \$25,500.00 purchase price is broken down as follows:

9 2493-1 Easement	\$20,400.00
10 2493-1T Temporary Construction Easement	<u>\$ 5,000.00</u>
11 TOTAL	\$25,400.00
12 ROUNDED	\$25,500.00

13 Concurrently with this Agreement and as part of the PROJECT, BUYER is negotiating  
14 the acquisition of the fee interest and easement interest in real properties with Assessor's  
15 Parcel Numbers 283-060-028 and -029 ("Western Property") that is situated west of  
16 SELLER'S PROPERTY. SELLER has agreed to accept and BUYER agrees to provide  
17 the value of said purchase price for the Property under this Agreement in the form of a  
18 land transfer consisting of a fee interest in real property of approximately 1.01 acres of  
19 land being a portion of the Western Property and a permanent easement and right of  
20 way interest in real property of approximately 0.32 acre in favor of SELLER as  
21 consideration for this acquisition ("CONSIDERATION PROPERTY"). The  
22 CONSIDERATION PROPERTY will also hereinafter may be referred to as Parcel  
23 2493-2B, as shown in Exhibit "C" (which is incorporated herein by this reference) for  
24 the fee interest transferred in favor of SELLER and as Parcel 2493-2D, as shown in  
25 Exhibit "D" (which is incorporated herein by this reference) for the permanent easement  
26 and right of way on the above mentioned retained portion of Western Property. This  
27 agreement is contingent upon the District's ability to consummate the transaction for  
28 CONSIDERATION PROPERTY.

3. TEMPORARY CONSTRUCTION EASEMENT. At least forty-eight (48) hours prior  
written or oral notice shall be given to SELLER before DISTRICT initially enters upon  
and uses the land (under the authority and rights as provided in that certain Right of  
Entry and Temporary Construction Easement Agreement entered into simultaneously  
with this Agreement). The rights therein granted to use those temporary construction  
easements (or any one or more of them) shall end on the date that is twelve (12) months  
after the giving of said written or oral notice or, alternatively, upon completion of the  
PROJECT (whichever occurs first).

4. PERMISSION TO ENTER ON PROPERTY. SELLER hereby grants to BUYER, or its  
authorized agents, permission to enter upon the Property at all reasonable times prior to  
close of this transaction for the purpose of conducting due diligence, including making  
necessary or appropriate inspections. BUYER will give SELLER reasonable written  
notice before going on the Property. BUYER does hereby indemnify and hold harmless  
SELLER, SELLER'S heirs, successors, assigns, officers, employees, agents and  
representatives free and harmless from and against any and all liability, loss, damages

1 and costs and expenses, demands, causes of action, claims or judgments, arising from or  
 2 that is in any way connected with BUYER'S inspections or non-permanent  
 3 improvements involving entrance onto the Property pursuant to this Section 4. If  
 4 BUYER fails to acquire the Property due to BUYER'S default, this license will  
 5 terminate upon the termination of BUYER'S right to purchase the Property. In such  
 6 event, BUYER will remove or cause to be removed all of BUYER'S personal property,  
 7 facilities, tools and equipment from the Property. If BUYER does not remove all of  
 8 BUYER'S personal property, facilities, tools and equipment from the Property within  
 9 ten business days of the date that BUYER'S license terminates under this Section,  
 10 SELLER has the right to remove said personal property, facilities, tools and equipment  
 11 from the Property. In the event of BUYER fails to remove BUYER'S personal  
 12 property, facilities, tools and equipment from the Property after entering the Property to  
 13 perform due diligence, including to make necessary or appropriate inspections as  
 14 specified in this Section 4, BUYER is responsible for all reasonable costs incurred by  
 15 SELLER in any such removal by SELLER.

16 5. ESCROW. The parties will establish an escrow at Lawyers Title Insurance Company  
 17 ("Escrow") to accommodate the transaction contemplated by this Agreement. For  
 18 purposes of this Agreement, Opening of Escrow means the date on which Escrow  
 19 Holder receives a fully executed original of this Agreement. The parties shall open an  
 20 escrow within ten (10) business days of the date on which this Agreement is fully  
 21 executed by the parties. Close of Escrow means the date on which the Easement Deed  
 22 is recorded in the Official Records of the County of Riverside. The Close of Escrow  
 23 will be as soon as possible after the Opening of Escrow, but in no event shall the Close  
 24 of Escrow be later than ninety (90) days after the Opening of Escrow. The parties  
 25 hereto shall execute and deliver to Escrow Holder such escrow instructions prepared by  
 26 Escrow Holder as may reasonably be required to consummate the transaction  
 27 contemplated by this Agreement. Any such instructions shall not conflict, amend or  
 28 supersede any provisions of this Agreement; this Agreement shall control unless the  
 parties expressly agree in writing otherwise. The Escrow Instructions shall include the  
 following terms and conditions for disbursements and other actions by Escrow Holder  
 of this sale which shall occur at the Close of Escrow:

- 20 A. Funds. Promptly upon Close of Escrow, disburse all funds deposited with  
 21 Escrow Holder by BUYER in payment of the Property as follows: (a) deduct or  
 22 credit all items chargeable to the account of SELLER and/or BUYER pursuant  
 23 to Sections 6 and 11; b) process the documents for the CONSIDERATION  
 24 PROPERTY provided for the Purchase Price as described herein; and, (c)  
 25 disburse any excess proceeds deposited by BUYER to BUYER.
- 26 B. Recording. Cause the Easement Deed in favor of BUYER to be recorded with  
 27 the County Recorder and obtain conformed copies thereof for distribution to  
 28 BUYER and SELLER. Cause the Deeds in favor of SELLER for  
 CONSIDERATION PROPERTY to be recorded with the County Recorder and  
 obtain conformed copies thereof for the distribution to BUYER and SELLER.
- C. Title Policy. Direct the Title Company to issue the Title Policy for the Property  
 to BUYER and to SELLER.



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D. Delivery of Documents to BUYER and SELLER. Deliver to BUYER any other documents (or copies thereof) deposited into Escrow by SELLER. Deliver to SELLER any other documents (or copies thereof) deposited into Escrow by BUYER.

E. Time Limits: All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the parties hereto. Any amendment of, or supplement to, any instructions must be in writing.

6. TITLE AND TITLE INSURANCE. Upon the Opening of Escrow, Lawyers Title Insurance Company (the "Escrow Holder") shall obtain and issue a title commitment for the Property. Escrow Holder will also request two copies each of all instruments identified as exceptions on said title commitment. Upon receipt of the foregoing, Escrow Holder will deliver these instruments and the title commitment to BUYER and SELLER. Escrow Holder will insure BUYER'S easement title to the Property, which is described above in Section 1, at the Close of Escrow by a CLTA Owner's Standard Coverage Policy of Title Insurance in the amount of the Purchase Price ("Policy"). BUYER shall pay for the cost of the Policy. The Policy provided for pursuant to this Section 6 will insure BUYER'S interest in the Property free and clear of all monetary liens, monetary encumbrances and other exceptions to good and clear title, subject only to the following permitted conditions of title ("Permitted Title Exceptions"):

A. The applicable zoning, building and development regulations of any municipality, county, state or federal jurisdiction affecting the Property.

B. Those non-monetary exceptions not objected to by BUYER within ten (10) business days after the date BUYER receives the title commitment and legible copies of all instruments noted as exceptions therein. If BUYER "unconditionally disapproves" any such exceptions Escrow will thereupon terminate, all funds deposited therein will be refunded to BUYER (less BUYER'S share of escrow cancellation charges) and this Agreement will be in no further force or effect. If BUYER "conditionally disapproves" any such exceptions, then SELLER will use SELLER'S best efforts to cause such exceptions to be removed by the Close of Escrow. If such conditionally disapproved non-monetary exceptions are not removed by the Close of Escrow, BUYER may, at BUYER'S option, either accept the Property subject to such exceptions, or terminate the Escrow and receive a refund of all funds deposited into Escrow (less BUYER'S share of escrow cancellation charges), if any, and this Agreement will thereupon be of no further force or effect. At the Close of Escrow, BUYER'S easement interest in the Property will be free and clear of all monetary liens and monetary encumbrances.

C. Taxes: Current fiscal year, including personal property tax, if any, and any further assessment thereto under Division 1, Part 0.5, Chapter 3.5 of Revenue and Taxation Code of the State of California. All other taxes owed whether presently current or delinquent are to be CURRENT at the Close of Escrow.

D. Quasi-public utility, public utility, public alley, public street easements and rights of way of record.

- 1  
2 7. POSSESSION OF PROPERTY. It is mutually understood and agreed by and between  
3 the parties hereto that the right of possession and use of the Property by BUYER,  
4 including the right to remove and dispose of improvements, shall commence upon the  
5 execution of this Agreement by all parties.
- 6 8. WARRANTIES AND REPRESENTATIONS OF SELLER. SELLER makes the  
7 following representations and warranties:
- 8 A. To the best of SELLER'S knowledge, there are no actions, suits, material claims,  
9 legal proceedings or any other proceedings affecting the Property or any portion  
10 thereof, at law, or in equity before any court or governmental agency, domestic  
11 or foreign.
- 12 B. To the best of SELLER'S knowledge, there are no encroachments onto the  
13 Property by improvements on any adjoining property, nor do any buildings or  
14 improvements on the Property encroach onto other properties.
- 15 C. Until the Close of Escrow, SELLER shall maintain the Property in good  
16 condition and state of repair and maintenance, and shall perform all of its  
17 obligations under any service contracts or other contracts affecting the Property.
- 18 D. SELLER has good and marketable title to the Property. SELLER has no actual  
19 knowledge of any unrecorded or undisclosed legal or equitable interest in the  
20 Property owned or claimed by anyone other than SELLER. SELLER has no  
21 knowledge that anyone will, at the Closing, have any right to possession of the  
22 Property, except as disclosed by this Agreement or otherwise in writing to  
23 BUYER. There are no unsatisfied mechanics' or materialmen's lien rights on the  
24 Property. No assessment lien or bond encumbers the Property, and no  
25 governmental authority has undertaken any action that could give rise to an  
26 assessment lien affecting the Property and shall not do anything that would  
27 impair SELLER'S title to any of the Property.
- 28 E. To the best of SELLER'S knowledge, neither the execution of this Agreement  
nor the performance of the obligations herein will conflict with, or breach any of  
the provisions of any bond, note, evidence of indebtedness, contract, lease or  
other agreement or instrument to which the Property may be bound.
- F. SELLER represents and warrants that until the Close of Escrow, SELLER shall,  
upon learning of any fact or condition that would cause any of the warranties  
and representations in this Section 8 not to be true as of closing, immediately  
give written notice of such fact or condition to BUYER.
- G. SELLER represents and warrants that it did not use, generate, release, discharge,  
store or dispose of any hazardous waste, toxic substances or related materials on,  
or under, in or about the Property or transport any Hazardous Materials to or  
from the Property and that it shall not use, generate, release, discharge, store or  
dispose of any hazardous waste, toxic substances or related materials on, or  
under, in or about the Property prior to the Close of Escrow. The term

1 "Hazardous Materials" shall mean any substance, material or waste which is or  
2 becomes regulated by any local governmental authority, the State of California  
3 or the United States Government, including, but not limited to, any material or  
4 substance which is (i) defined as a "hazardous waste," "extremely hazardous  
5 waste" or "restricted hazardous waste" under Section 25115, 25117 or 25122.7  
6 or listed pursuant to Section 25140 of the California Health and Safety Code,  
7 Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as  
8 "hazardous material", "hazardous substance" or "hazardous waste" under  
9 Section 25501 of the California Health and Safety Code, Division 20, Chapter  
10 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined  
11 as "hazardous substance" under Section 25281 of the California Health and  
12 Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous  
13 Substances), (v) petroleum, (vi) asbestos, (vii) polychlorinated biphenyls, (viii)  
14 listed under Article 9 or defined as "hazardous" or "extremely hazardous"  
15 pursuant to Article 11 of Title 22 of the California Administrative Code,  
16 Division 4, Chapter 20, (ix) designated as a "hazardous substances" pursuant to  
17 Section 311 of the Clean Water Act, (33 U.S.C. §1317), (x) defined as a  
18 "hazardous waste" pursuant to Section 1004 of the Resource Conservation and  
19 Recovery Act, 42 U.S.C. §6901 *et seq.* (42 U.S.C. §6903) or (xi) defined as a  
20 "hazardous substances" pursuant to Section 101 of the Comprehensive  
21 Environmental Response, Compensation, as amended by Liability Act, 42,  
22 U.S.C. §9601 *et seq.* (42 U.S.C. §9601).

14 H. SELLER represents and warrants that, to the best of SELLER'S knowledge, the  
15 Property is in compliance with all applicable statutes and regulations, including  
16 environmental, health and safety requirements.

17 I. This Agreement and the performance of SELLER'S obligations under it and all  
18 documents executed by SELLER that are to be delivered to BUYER at the  
19 Closing are, or on the Closing Date will be, duly authorized, executed, and  
20 delivered by SELLER and are, or at the Closing Date will be, legal, valid, and  
21 binding obligations of SELLER, and do not, and on the Closing Date will not,  
22 violate any provision of any agreement or judicial order to which SELLER is a  
23 party or to which SELLER or the Property is subject. No consent of any  
24 partner, shareholder, creditor, investor, judicial or administrative body,  
25 government agency, or other party is required for SELLER to enter into and/or  
26 to perform SELLER'S obligations under this Agreement, except as has already  
27 been obtained. If SELLER is a corporation, it is organized, validly existing, and  
28 in good standing under the laws of the State of California.

24 9. WARRANTIES AND REPRESENTATIONS OF BUYER. BUYER hereby represents  
25 and warrants to SELLER the following; it being expressly understood and agreed that  
26 all such representations and warranties are to be true and correct as of the Close of  
27 Escrow and shall survive the Close of Escrow:

- 1 A. BUYER has taken all required action to permit it to execute, deliver, and  
2 perform its obligations under this Agreement.
- 3 B. BUYER has the power and authority to execute and deliver this Agreement and  
4 to carry out its obligations hereunder are, or at the Closing Date will be, legal,  
5 valid, and binding obligations of BUYER and can consummate the transaction  
6 contemplated herein.

7 10. CLOSING CONDITIONS.

- 8 A. All obligations of BUYER under this Agreement are subject to the fulfillment,  
9 before or at Closing, of each of the following conditions:
- 10 1) SELLER shall convey to BUYER marketable title to the Property by  
11 execution and delivery with Escrow Holder a duly executed and  
12 acknowledged Easement Deed.
- 13 2) SELLER must have delivered to Escrow the documents and funds it is  
14 required to deliver through Escrow at Closing.
- 15 3) The physical condition of the Property must be substantially the same on  
16 the Closing Date as on the Effective Date, reasonable wear and tear  
17 excepted.
- 18 4) All necessary agreements and consents of all parties to consummate the  
19 transaction contemplated by this Agreement will have been obtained and  
20 furnished by SELLER to BUYER.
- 21 5) Such proof of SELLER'S authority and authorization to enter into and  
22 perform under this Agreement, and such proof of power and authority of  
23 the individuals executing or delivering any instruments, documents, or  
24 certificates on behalf of SELLER to act for and bind SELLER as may  
25 reasonably be required by BUYER or the Escrow Holder.

26 BUYER'S Closing Conditions are solely for BUYER'S benefit and any or all  
27 may be waived in writing by BUYER in whole or in part without prior notice.

- 28 B. SELLER'S obligation to sell the Property is expressly conditioned on the  
fulfillment of each of the following condition at or before the Closing:
- 1) BUYER must have delivered the Purchase Price in the form described in  
Section 2 herein to Escrow by delivery of the duly executed and  
acknowledge Deeds in favor of the SELLER for the CONSIDERATION  
Property after such time the BUYER has a vested interest in the Western  
Property.
- 2) BUYER must have delivered to Escrow the documents and funds  
required to consummate this transaction and as specified in this  
Agreement.

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SELLER'S Closing Conditions are solely for SELLER'S benefit and any or all may be waived in writing by SELLER in whole or in part without prior notice.

C. BUYER and SELLER agree to execute and provide any additional instruments or other documents as may be necessary to complete this transaction. BUYER and SELLER hereby agree to cooperate with the execution of all instruments or other documents reasonably necessary to complete the transfer of the real property interest, including, but not limited to, any supplemental instructions required to complete the transaction.

11. CLOSING COSTS. Costs for Escrow, title and closing expenses will be allocated as follows:

A. SELLER shall pay or be charged:

- 1) All costs associated with removing any debt encumbering the Property;
- 2) All costs associated with SELLER'S broker representation, including commission;
- 3) All costs associated with SELLER'S attorney fees; and
- 4) SELLER'S share of prorations, if any.

B. BUYER shall pay or be charged:

- 1) All of Escrow fees and costs;
- 2) Cost of the CLTA Standard coverage policies;
- 3) Cost of Natural Hazard Disclosure Statement;
- 4) Cost of recording the Deeds if any; and
- 5) BUYER'S share of prorations, if any.

C. Prorations. All receipts and disbursements of the Property will be prorated as of 11:59 p.m. on the day immediately preceding the Closing Date and the Purchase Price will be adjusted on the following basis:

- 1) Tax Exempt Agency. All parties hereto acknowledge that the BUYER is a public entity and exempt from payment of any real property taxes. There will be no proration of taxes through Escrow. SELLER will be responsible for payment of any real property taxes due prior to the Close of Escrow. In the event any real property taxes are due and unpaid at the Close of Escrow, Escrow Holder is hereby authorized and instructed to pay such taxes from proceeds due the SELLER at the Close of Escrow. SELLER understands that the Tax Collector will not

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accept partial payment of any installment of the real property taxes due at the Close of Escrow. After the Close of Escrow, the BUYER will file any necessary documentation with the County Tax Collector/Assessor for the property tax exemption. SELLER shall have the right, after the Close of Escrow, to apply for a refund, to the County Tax Collector/Assessor outside of Escrow if eligible to receive such refund and Escrow Holder shall have no liability and/or responsibility in connection therewith.

2) Utility Deposits. SELLER will notify all utility companies servicing the Property of the sale of the Property to BUYER and will request that such companies send SELLER a final bill, if warranted, for the period ending on the last day before the Close of Escrow. BUYER will notify the utility companies that all utility bills for the period commencing on the Close of Escrow are to be sent to BUYER. SELLER is responsible for all costs associated with the provision of utility services to the Property up to the Close of Escrow.

3) Method of Proration. If applicable and for purposes of calculating prorations, BUYER shall be deemed to be in title to the Property, and therefore entitled to the income therefrom and responsible for the expenses thereof, for the entire day upon which the Closing occurs. All prorations will be made as of the date of Close of Escrow based on a three hundred sixty-five (365) day year or a thirty (30) day month, as applicable. The obligations of the parties pursuant to this Section 11 shall survive the Closing and shall not merge into any documents of conveyance delivered at Closing.

12. CLOSING. When the Escrow Holder receives all documents and funds identified in this Agreement, and the Title Company is ready, willing, and able to issue the Title Policy, then, and only then, the Escrow Holder will close Escrow by performing all actions instructed to do so in the Escrow Instructions and in accordance with this Agreement.

13. INDEMNITY. SELLER agrees to indemnify, defend and hold BUYER harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage or expense (including, without limitation, attorneys' fees) of any nature whatsoever, resulting from, arising out of or based on any breach of SELLER'S representation, warranties or covenants provided in this Agreement.

14. DISTRICT REPRESENTATIVE. The General Manager-Chief Engineer, or his designee, serves as the representative on behalf of BUYER for the purpose of administering and performing administrative or ministerial actions necessary to complete this transaction, including executing any other related escrow forms or documents to consummate the purchase.

15. NOTICES. All notices and demands shall be given in writing by certified mail, postage prepaid, and return receipt requested, or by personal delivery. Notices shall be considered given upon the earlier of (a) personal delivery, (b) two (2) business days

1 following deposit in the United States mail, postage prepaid, certified or registered,  
 2 return receipt requested, or (c) one (1) business day following deposit with an overnight  
 3 carrier service. A copy of all notices shall be sent to the Escrow Company. Notices  
 4 shall be addressed as provided below for the respective party. The parties agree,  
 however, that if any party gives notice in writing of a change of name or address to the  
 other party, notices to such party shall thereafter be given as demanded in that notice:

5 SELLER: Lee Lake Water District  
 6 Attention: Jeff Pape  
 7 22646 Temescal Canyon Road  
 Corona, CA 92883-4106

8 BUYER: Riverside County Flood Control  
 9 and Water Conservation District  
 Attention: Gregory Walker  
 10 1995 Market Street  
 Riverside, CA 92501

11 COPY TO: Riverside County Counsel  
 12 Attention: Synthia M. Gunzel  
 Deputy County Counsel  
 13 3960 Orange Street, Suite 500  
 Riverside, CA 92501-3674

14 ESCROW HOLDER: Lawyers Title Insurance Company  
 15 Attention: Debbie Strickland  
 16 3480 Vine Street  
 Riverside, CA 92507

17  
 18 16. MISCELLANEOUS.

- 19 A. Natural Hazard Disclosure Statement. SELLER will provide to BUYER within  
 20 the time allowed by law a Natural Hazard Disclosure Statement in accordance  
 with California Government Code Sections 8589.3-8589.4 and 51183.5 and  
 21 Public Resources Code Sections 4136, 2621.9 and 2694.
- 22 B. Default. In the event of a material breach or material default under this  
 23 Agreement by either the BUYER or SELLER, the non-defaulting party shall  
 have, in addition to all rights available at law or equity, the right to terminate  
 24 this Agreement and the Escrow for the purchase and sale of the Property, by  
 delivering written notice thereof to the defaulting party and to Escrow Holder,  
 25 and if the BUYER is the non-defaulting party, the BUYER shall thereupon  
 promptly receive a refund of all prior deposits, if any. Such termination of the  
 26 Escrow by a non-defaulting party shall be without prejudice to the non-  
 defaulting party's rights and remedies at law or equity.
- 27 C. Further Instructions. Each party agrees to execute such other and further escrow  
 28 instructions as may be necessary or proper in order to consummate the  
 transaction contemplated by this Agreement.

- 1  
2 D. Amendments. Any amendments to this Agreement shall be effective only in  
3 writing and when duly executed by both the BUYER and SELLER and  
4 deposited with Escrow Holder.
- 5 E. Applicable Law. This Agreement shall be construed and interpreted under, and  
6 governed and enforced according to the laws of the State of California. Venue  
7 for any proceeding related to this Agreement shall be in the County of Riverside.
- 8 F. Entire Agreement. This Agreement contains the entire agreement between the  
9 undersigned parties respecting the subject matter set forth herein, and expressly  
10 supersedes all previous or contemporaneous agreements, understandings,  
11 representations, or statements between the parties respecting said subject matter  
12 (whether oral or in writing). No person is authorized to make, and by execution  
13 hereof SELLER and BUYER acknowledge that no person has made, any  
14 representation, warranty, guaranty or promise except as set forth herein; and no  
15 agreement, statement, representation or promise made by any such person which  
16 is not contained herein shall be valid or binding on SELLER or BUYER.
- 17 G. Successors and Assigns. This Agreement shall be binding upon and inure to the  
18 benefit of the heirs, executors, administrators, successors and assigns of the  
19 parties hereto.
- 20 H. Time of Essence. The parties acknowledge that time is of the essence in this  
21 Agreement, notwithstanding anything to the contrary in the Escrow Company's  
22 general Escrow instructions.
- 23 I. Remedies Not Exclusive and Waivers. No remedy conferred by any of the  
24 specific provisions of this Agreement is intended to be exclusive of any other  
25 remedy and each and every remedy shall be cumulative and shall be in addition  
26 to every other remedy given hereunder or now or hereafter existing at law or in  
27 equity or by statute or otherwise.
- 28 J. Interpretation and Construction. The parties agree that each party has reviewed  
this Agreement and that each has had the opportunity to have their legal counsel  
review and revise this Agreement and that any rule of construction to the effect  
that ambiguities are to be resolved against the drafting party shall not apply in  
the interpretation of this Agreement or any amendments or Exhibits thereto. In  
this Agreement the neutral gender includes the feminine and masculine, and  
singular number includes the plural, and the words "person" and "party" include  
corporation, partnership, firm, trust, or association wherever the context so  
requires. The recitals and captions of the sections and subsections of this  
Agreement are for convenience and reference only, and the words contained  
therein shall in no way be held to explain, modify, amplify or aid in the  
interpretation, construction or meaning of the provisions of this Agreement.
- K. Counterparts. This Agreement may be executed in counterparts, each of which  
so executed shall, irrespective of the date of its execution and delivery, be



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deemed an original, and all such counterparts together shall constitute one and the same instrument.

L. Partial Invalidity. If any term or provision of this Agreement shall be deemed to be invalid or unenforceable to any extent, the remainder of this Agreement will not be affected thereby and each remaining term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.

M. Brokers. SELLER and BUYER each represent and warrant to one another that, such party has not engaged any broker or finder with respect to this Agreement or the transactions contemplated herein. If SELLER or BUYER is in fact represented in this sale, upon and only upon the Closing, each party shall pay a commission to their respective broker as may be set forth in a separate written agreement between SELLER and SELLER'S Broker or between BUYER and BUYER'S Broker, or in any separate written instructions related thereto as may be executed and delivered into Escrow by SELLER. SELLER shall defend, indemnify and hold harmless BUYER from and against any and all liabilities, claims, demands, damages, or costs of any kind (including attorneys' fees, costs and expenses) arising from or connected with any other broker's or finder's fee or commission or charge claimed to be due by SELLER'S Broker or any person other than BUYER'S Broker (except as set forth above) arising from or by reason of SELLER'S conduct with respect to this transaction. BUYER shall defend, indemnify and hold harmless SELLER from and against any and all liabilities, claims, demands, or costs of any kind (including attorney's fees, costs and expenses) arising from or connected with any other broker's or finder's fee or commission or charge claimed to be due by BUYER'S Broker or any person other than SELLER'S Broker arising from or by reason of BUYER'S conduct with respect to this transaction. The provisions of this Section 16.M. shall survive Closing hereunder or termination of this Agreement.

N. Attorneys' Fees. If either party hereto incurs attorneys' fees in order to enforce, defend or interpret any of the terms, provisions or conditions of this Agreement or because of a breach of this Agreement by the other party, the prevailing party may be entitled to recover reasonable attorneys' fees from the other party only if the prevailing party has prevailed in a judgment by a court of competent jurisdiction.

17. ASSIGNMENT. BUYER may assign its rights under this Agreement or may designate a nominee to acquire the Property, provided, however, that any such assignment or designation shall not relieve BUYER of any of its obligations under this Agreement.

18. SIGNATURES. This Agreement will have no force or effect whatsoever unless and until it is signed by each of the duly authorized agents of the transacting parties.

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///

[Signature provisions on next page]

1 IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day  
2 and year set forth herein.

3 MAILING ADDRESS OF SELLER

4 LEE LAKE WATER DISTRICT,  
5 a California Water District  
6 22646 Temescal Canyon Road  
7 Corona, CA 92883-4106

SELLER:

By:

*C. W. Colladay*  
C. W. COLLADAY, President  
Lee Lake Water District

Date

*8/26/14*

9 RECOMMENDED FOR APPROVAL

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

11  
12 By:

*Steve Thomas*

13 *For* WARREN D. WILLIAMS  
14 General Manager-Chief Engineer

By:

MARION V. ASHLEY, Chairman  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

15  
16 Date

*9/25/14*

Date

17 APPROVED AS TO FORM:

ATTEST:

18 GREGORY P. PRIAMOS  
19 County Counsel

KECIA HARPER-IHEM  
Clerk of the Board

20  
21 By:

*Synthia M. Gunzel*

22 SYNTHIA M. GUNZEL  
Deputy County Counsel

By:

Deputy

(Seal)

24 BAF:rlp:bjp  
25 07/28/14

26 APN: 283-060-013  
27 Project: Temescal Creek – Foster Road Storm Drain, Stage 1  
28 Project No. 2-0-00493  
RCFC Parcel Nos. 2493-1 & 2493-1T

Exhibit "A"

**Temescal Creek – Foster Road Storm Drain  
Parcel 2493-1**

All of Parcel 2493-1 of Record of Survey as shown in Book 140, Pages 92 through 94, records of Riverside County, State of California, within the unincorporated territory of Riverside County.



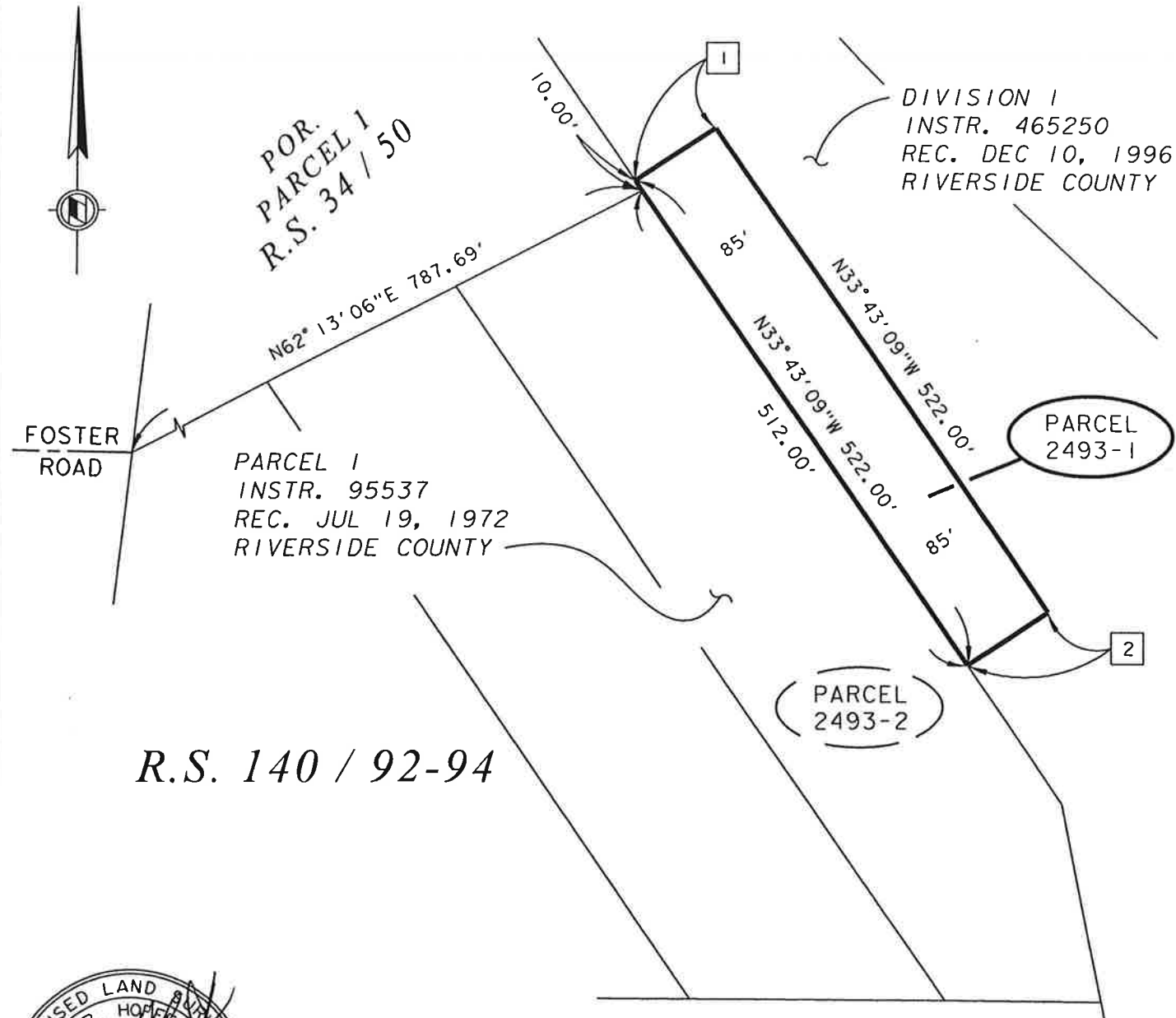
William R. Hofferber Jr.  
WILLIAM R. HOFFERBER JR.

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

Date: 22 AUG., 2013

# Exhibit "B"

ALL OF PARCEL 2493-1 OF RECORD OF SURVEY AS SHOWN IN BOOK 140, PAGES 92 THROUGH 94, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, WITHIN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY.



R.S. 140 / 92-94



*William R. Hoffer*  
 DATE: 22 AUG. 2013

LINE DATA		
	BEARING	DISTANCE
1	N56° 16' 51" E	85.00'
2	N56° 16' 51" E	85.00'

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

PROJECT NAME: TEMESCAL CREEK - FOSTER ROAD STORM DRAIN

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:
	2493-1	NO SCALE	DAB
		AUG-12-2013	SHEET NO. 1 OF 1

Exhibit "A"

**Temescal Creek – Foster Road Storm Drain  
Parcel 2493-1T**

Being a portion of Division I as described in Instrument No. 465250, recorded December 10, 1996, records of Riverside County, State of California, within the unincorporated territory of Riverside County described as follows:

A strip of land 90 feet wide, lying northeasterly of and perpendicular to the following described line:

Beginning at a point on the westerly line of said Division I being North 33° 43' 09" West 48.00 feet from the most northerly corner of Parcel 1 as described in Instrument No. 95537, recorded July 19, 1972, records of said County;

Thence South 33° 43' 09" East 38.00 feet along the westerly line of said Division I;

Thence continuing South 33° 43' 09" East 536.00 feet along the westerly line of said Division I to the Point of Termination;

Excepting therefrom Parcel 2493-1 of Record of Survey as shown in Book 140, Pages 92 through 94, records of said county.



  
WILLIAM R. HOFFERBER JR.

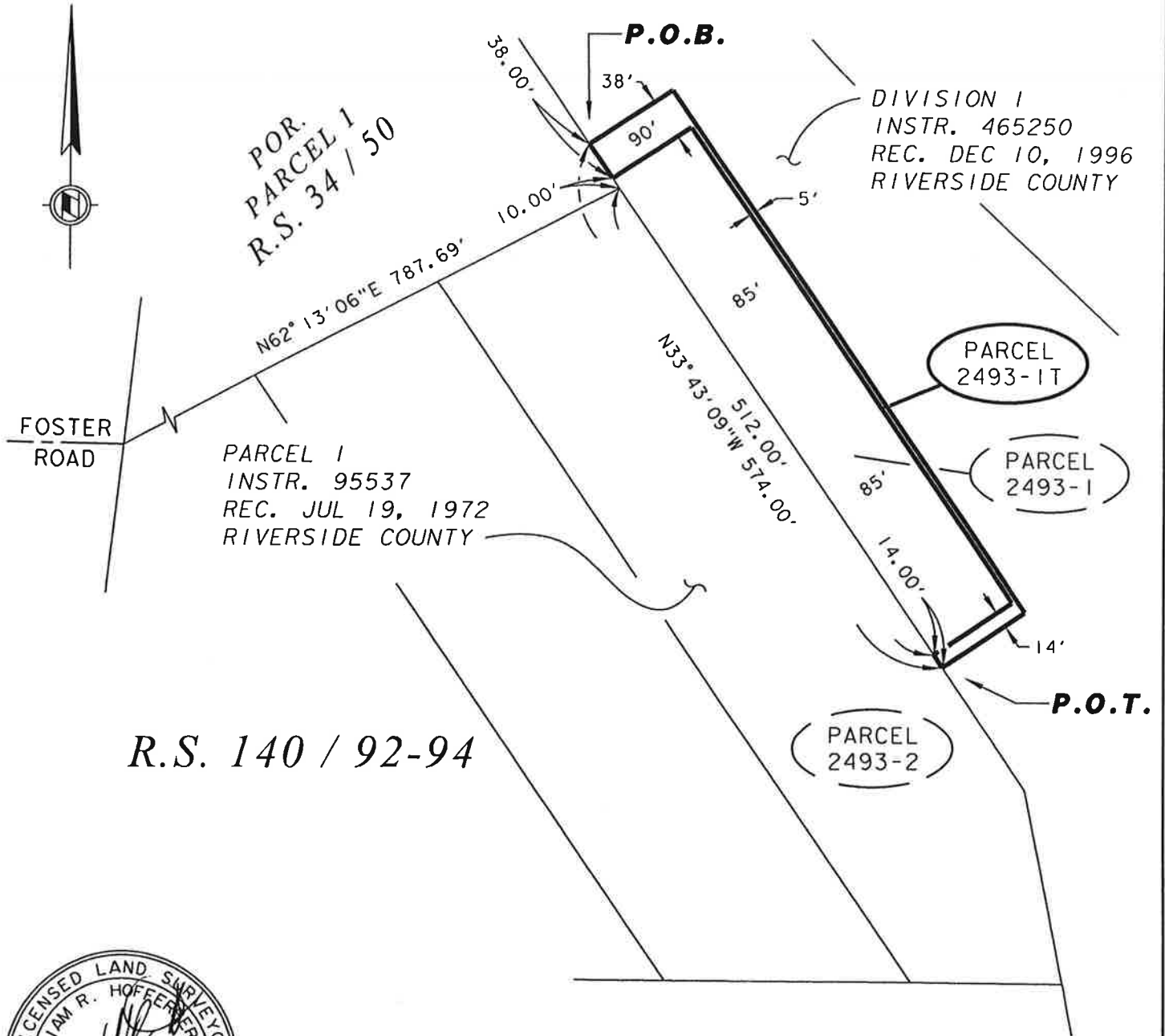
Land Surveyor No. 7360

Signed For: Riverside County Flood Control  
and Water Conservation District

Date: 22 AUG, 2013

Exhibit "B"

BEING A PORTION OF DIVISION I AS DESCRIBED IN INSTRUMENT NO. 465250, RECORDED DECEMBER 10, 1996, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, WITHIN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY.



*William R. Hoffer, Jr.*  
DATE: 22 AUG. 2013

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

PROJECT NAME: TEMESCAL CREEK - FOSTER ROAD STORM DRAIN			
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:
	2493-1T	NO SCALE	DAB
		AUG-12-2013	SHEET NO. 1 OF 1

Exhibit C

Temescal Creek – Foster Road Storm Drain  
Parcel 2493-2B

Being a portion of Parcel 2493-2 of Record of Survey as shown in Book 140, Pages 92 through 94, records of Riverside County, State of California, within the unincorporated territory of said County described as follows:

A portion of said Parcel lying easterly and southerly of the following described line:

Commencing at the southwesterly corner of said Parcel;

Thence South  $89^{\circ} 25' 28''$  East 12.11 feet along the southerly line of said Parcel to a point on line parallel with and distant easterly 10.00 feet, measured at right angles, from the westerly line of said Parcel and the Point of Beginning;

Thence North  $33^{\circ} 44' 34''$  West 239.06 feet along said parallel line;

Thence North  $56^{\circ} 15' 37''$  East 172.95 feet to the easterly line of said parcel being North  $33^{\circ} 43' 09''$  West 143.43 feet from the easterly corner of said Parcel and the Point of Termination.



  
WILLIAM R. HOFFERBER JR.

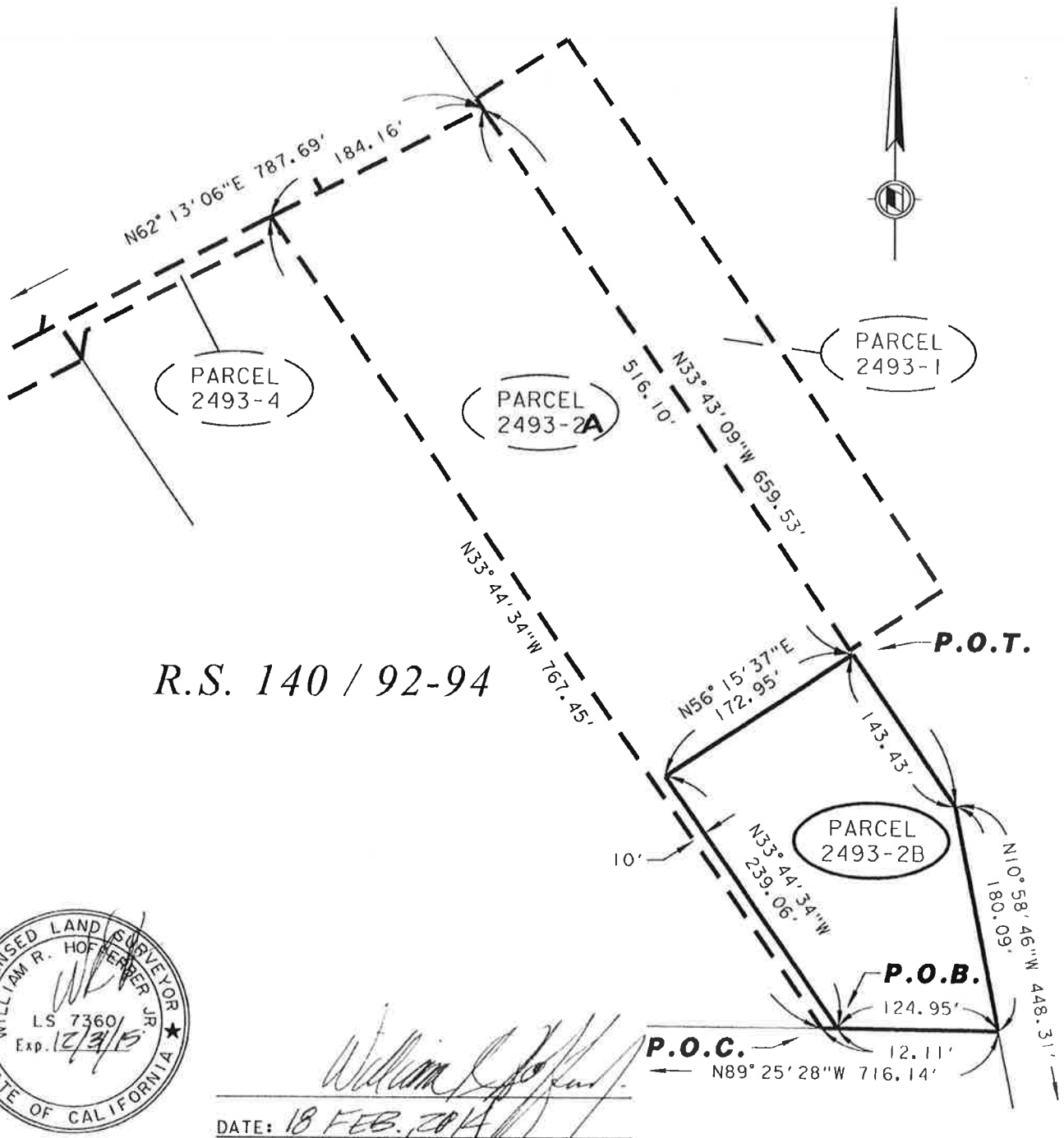
Land Surveyor No. 7360

Signed For: Riverside County Flood Control  
and Water Conservation District

Date: 18 FEB. 2014

**Exhibit C**

BEING A PORTION OF PARCEL 2493-2 OF RECORD OF SURVEY AS SHOWN IN BOOK 140, PAGES 92 THROUGH 94, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, WITHIN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY.



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

1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NAME: TEMESCAL CREEK - FOSTER ROAD STORM DRAIN			
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 2493-2B	NO SCALE	DAB
		FEB-11-2014	SHEET NO. 1 OF 1



**Exhibit D**

**Temescal Creek – Foster Road Storm Drain  
Parcel 2493-2D**

Being a portion of Parcel 2493-2 of Record of Survey as shown in Book 140, Pages 92 through 94, records of Riverside County, State of California, within the unincorporated territory of said County described as follows:

The westerly 15.00 feet, together with the northerly 15.00 feet of said Parcel.



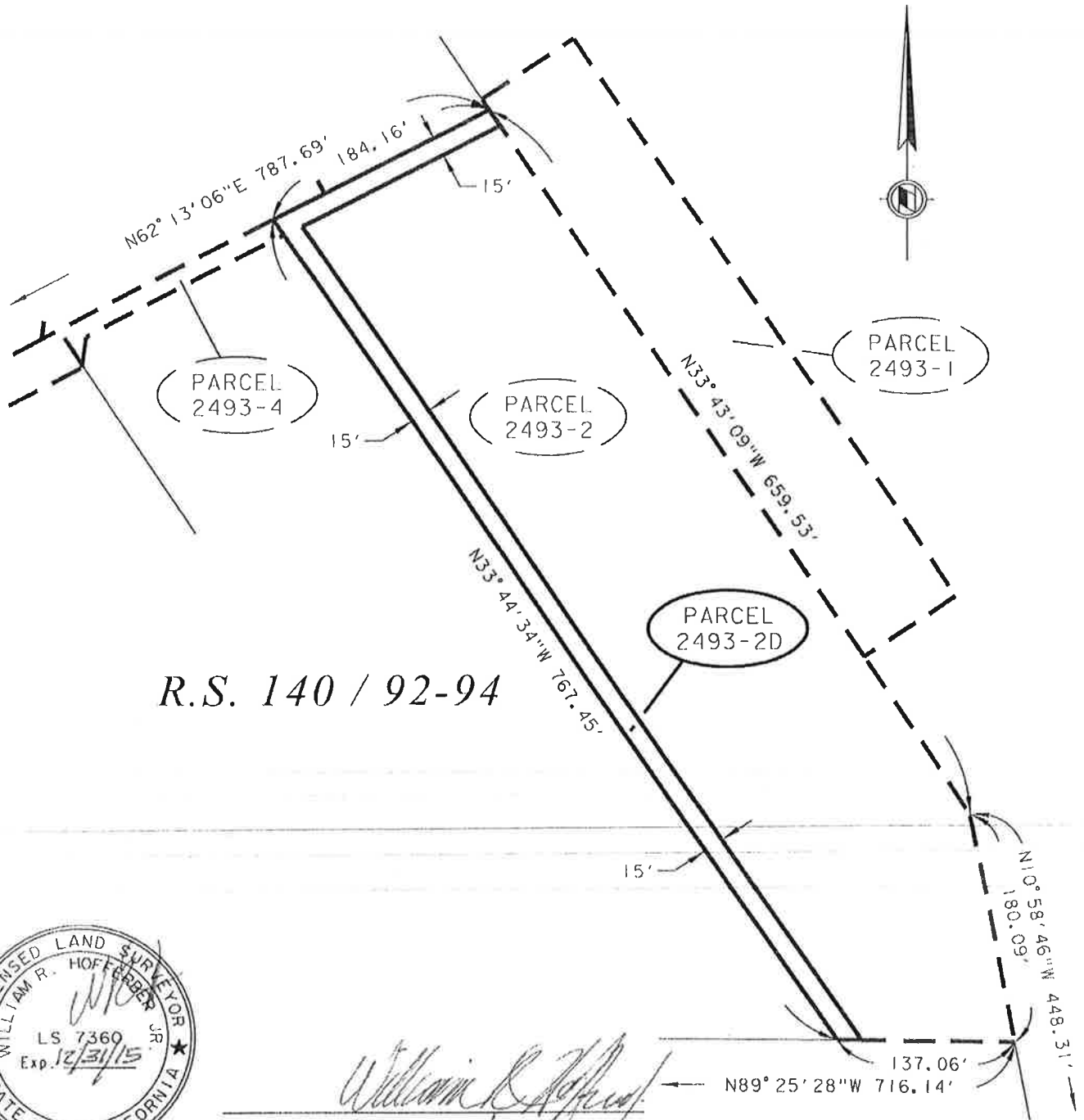
  
WILLIAM R. HOFFERBER JR.

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

Date: 01 JULY, 2014

**Exhibit D**

BEING A PORTION OF PARCEL 2493-2 OF RECORD OF SURVEY AS SHOWN IN BOOK 140, PAGES 92 THROUGH 94, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, WITHIN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY.



R.S. 140 / 92-94



*William R. Hofferber, Jr.*

DATE: 01 July, 2014

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

PROJECT NAME: TEMESCAL CREEK - FOSTER ROAD STORM DRAIN			
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 2493-2D	NO SCALE	DAB
		JUN-30-2014	SHEET NO. 1 OF 1

1 **LEE LAKE WATER DISTRICT,**  
2 **a California Water District**  
(Herein referred to as "Grantor"), and

3 **RIVERSIDE COUNTY FLOOD CONTROL**  
4 **AND WATER CONSERVATION DISTRICT,**  
5 a body politic, (Herein referred to as "District")

6 Project: Temescal Creek - Foster Road  
7 Storm Drain, Stage 1  
8 Project No. 2-0-00493  
9 APN: 283-060-013  
RCFC Parcel No. 2493-1T

10 **RIGHT OF ENTRY AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

11 **RECITALS**

- 12 A. Grantor is the owner of certain real property located in the Temescal Creek area, in the unincorporated area of the County of Riverside, State of California, with Assessor's Parcel Number 283-060-013, and as depicted and highlighted on the Assessor's map attached hereto and incorporated herein by reference ("Property") and has the right to grant to Grantee permission to enter upon and use the Property.
- 13
- 14
- 15 B. Grantee desires to obtain Grantor's permission and Grantor desires to accommodate Grantee's request to enter upon and use the Property, on a temporary basis, for all purposes necessary to facilitate and accomplish the construction, installation and implementation of the Temescal Creek – Foster Road Storm Drain, Stage 1 Project ("Project").
- 16
- 17

18 NOW, THEREFORE, Grantor and Grantee do hereby agree as follows:

19 **AGREEMENT**

- 20
- 21 1. The right is hereby granted to District to enter upon and use the Property, for all purposes necessary to facilitate and accomplish the construction, installation and implementation of the Project. Grantor shall grant no rights inconsistent with the reasonable exercise by Grantee of its rights under this Agreement.
- 22
- 23
- 24 2. The right of entry and temporary construction easement used during the construction and implementation of the Project consists of approximately .17 acre or a 7,290 square feet portion of the Property, also referenced as RCFC Parcel No. 2493-1T for access to RCFC Parcel No. 2493-1 as legally described and depicted in Exhibit "A" and Exhibit "B" for the corresponding interests, attached hereto, and made a part hereof.
- 25
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- 1 3. Written or oral notice shall be given to Grantor at least forty-eight (48) hours prior to using  
2 the rights herein granted. The rights herein granted may be exercised for twelve (12)  
3 months from the forty-eight (48) hours' written or oral notice.
- 4 4. It is understood that the District may enter upon Grantor's property where appropriate or  
5 designated for the purpose of getting equipment to and from the easement area. District  
6 agrees not to damage Grantor's property in the process of performing such activities.
- 7 5. The right to enter upon and use Grantor's land includes the right to remove and dispose of  
8 real and personal property located thereon.
- 9 6. At the termination of the period of use of Grantor's land by District, but before its  
10 relinquishment to Grantor, debris generated by District's use will be removed and the  
11 surface will be graded and left in a neat condition.
- 12 7. Grantor shall be held harmless from all claims of third persons arising from the use by  
13 District of Grantor's land.
- 14 8. Grantor hereby warrants that they are the owners of the property described above and that  
15 they have the right to grant District permission to enter upon and use the land.
- 16 9. This Agreement is the result of negotiations between the parties hereto. This Agreement is  
17 intended by the parties as a final expression of their understanding with respect to the  
18 matters herein and is a complete and exclusive statement of the terms and conditions  
19 thereof.
- 20 10. This Agreement shall not be changed, modified, or amended except upon the written  
21 consent of the parties hereto.
- 22 11. Pursuant to that certain Agreement for Purchase and Sale of Real Property ("PSA") entered  
23 into between the parties concurrently with this Agreement, Grantee has provided to  
24 Grantor the value of five thousand dollars (\$5,000) as consideration in the form described  
25 in the PSA for the rights granted by this right of entry and temporary construction  
26 easement.

21 //  
22 //  
23 //  
24 //

[Signature provisions on next page]

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1 No obligation other than those set forth herein will be required.

2 Date: \_\_\_\_\_  
3 (date to be filled in by the Clerk of the Board .)

4 MAILING ADDRESS OF DISTRICT:

5 1995 Market Street  
6 Riverside, CA 92501

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

8 By: \_\_\_\_\_  
9 MARION V. ASHLEY, Chairman  
10 Riverside County Flood Control and Water  
11 Conservation District Board of Supervisors

11 MAILING ADDRESS OF GRANTOR:

12 22646 Temescal Canyon Road  
13 Riverside, CA 92883-4106  
14 Corona

**LEE LAKE WATER DISTRICT,  
a California Water District**

15 By:   
16 C. W. COLLADAY, President

17 8/26/14  
18 \_\_\_\_\_  
19 Date

19 APPROVED AS TO FORM:

20 GREGORY P. PRIAMOS  
21 County Counsel

22 By:   
23 SYNTHIA M. GUNZEL  
24 Deputy County Counsel

25 9-18-14  
26 \_\_\_\_\_  
27 Date

27 GG:BAF:rlp  
28 8/12/14

283-06

R.A. 85-85  
85-85  
85-85

THIS MAP SHOULD BE USED FOR REFERENCE PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

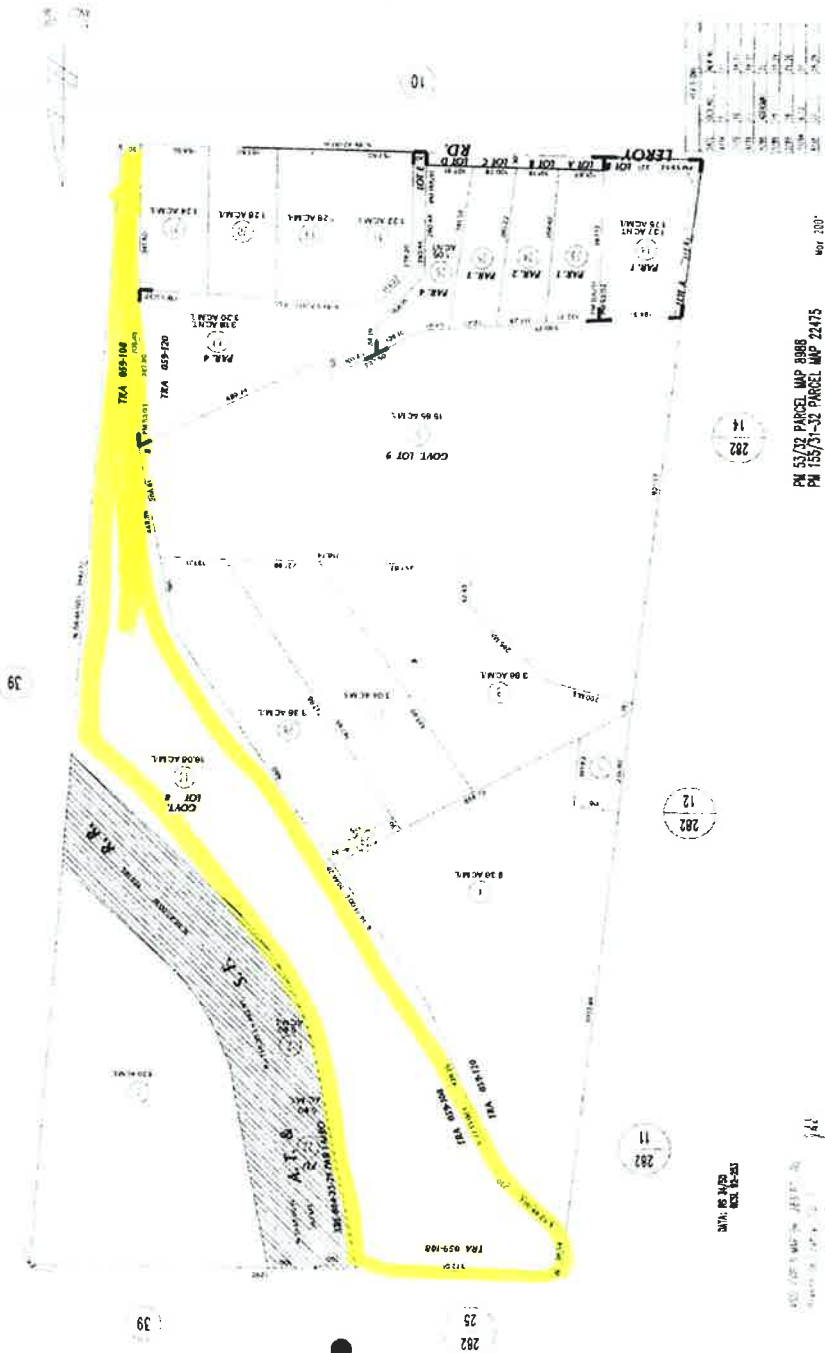


Exhibit "A"

**Temescal Creek – Foster Road Storm Drain  
Parcel 2493-1T**

Being a portion of Division I as described in Instrument No. 465250, recorded December 10, 1996, records of Riverside County, State of California, within the unincorporated territory of Riverside County described as follows:

A strip of land 90 feet wide, lying northeasterly of and perpendicular to the following described line:

Beginning at a point on the westerly line of said Division I being North 33° 43' 09" West 48.00 feet from the most northerly corner of Parcel 1 as described in Instrument No. 95537, recorded July 19, 1972, records of said County;

Thence South 33° 43' 09" East 38.00 feet along the westerly line of said Division I;

Thence continuing South 33° 43' 09" East 536.00 feet along the westerly line of said Division I to the Point of Termination;

Excepting therefrom Parcel 2493-1 of Record of Survey as shown in Book 140, Pages 92 through 94, records of said county.



  
\_\_\_\_\_  
WILLIAM R. HOFFERBER JR.

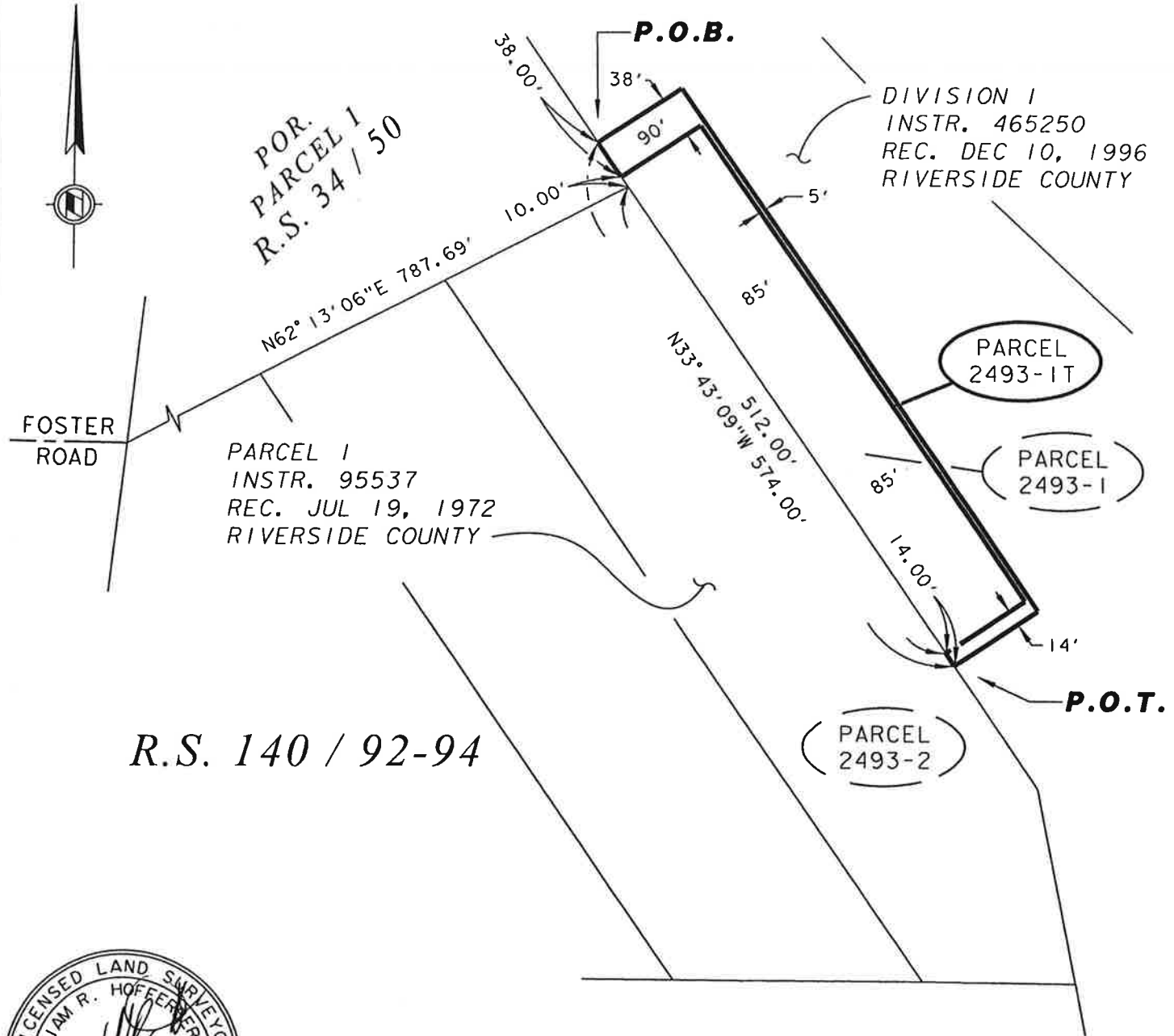
Land Surveyor No. 7360

Signed For: Riverside County Flood Control  
and Water Conservation District

Date: 22 AUG., 2013

# Exhibit "B"

BEING A PORTION OF DIVISION I AS DESCRIBED IN INSTRUMENT NO. 465250, RECORDED DECEMBER 10, 1996, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, WITHIN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY.



POR.  
PARCEL 1  
R.S. 34 / 50

DIVISION I  
INSTR. 465250  
REC. DEC 10, 1996  
RIVERSIDE COUNTY

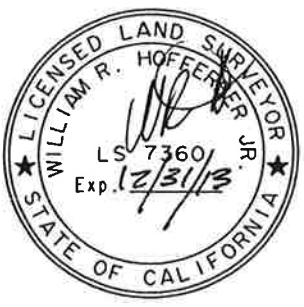
PARCEL  
2493-1T

PARCEL  
2493-1

PARCEL  
2493-2

PARCEL 1  
INSTR. 95537  
REC. JUL 19, 1972  
RIVERSIDE COUNTY

R.S. 140 / 92-94



*William R. Hoffer, Jr.*  
DATE: 22 AUG. 2013

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

PROJECT NAME: TEMESCAL CREEK - FOSTER ROAD STORM DRAIN			
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:
	2493-1T	NO SCALE	DAB
		AUG-12-2013	SHEET NO. 1 OF 1



Recorded at request of, and return to:  
Lee Lake Water District  
22646 Temescal Canyon Road  
Corona, California 92883  
Attention: Jeff Pape

NO FEE (GOV. CODE 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE  
**The undersigned grantor(s) declare(s)**  
DOCUMENTARY TRANSFER TAX \$ NONE

Project: Temescal Creek – Foster Road, Stage 1  
Project No. 2-0-00493

RCFC Parcel No. 2493-2B

## GRANT DEED

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged

### **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic**

grants to **LEE LAKE WATER DISTRICT, a California Water District**, the real property in the Unincorporated Area of the County of Riverside and State of California, consisting of 1.01 acres of land, as described in Exhibit "A" and shown in Exhibit "B", attached hereto and made a part hereof.

Assessor Parcel Number(s): 283-060-028 & 283-060-029

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

Dated: \_\_\_\_\_

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

MARION V. ASHLEY, Chairman  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

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

(Notary Attached)

Exhibit "A"

**Temescal Creek – Foster Road Storm Drain  
Parcel 2493-2B**

Being a portion of Parcel 2493-2 of Record of Survey as shown in Book 140, Pages 92 through 94, records of Riverside County, State of California, within the unincorporated territory of said County described as follows:

A portion of said Parcel lying easterly and southerly of the following described line:

Commencing at the southwesterly corner of said Parcel;

Thence South  $89^{\circ} 25' 28''$  East 12.11 feet along the southerly line of said Parcel to a point on line parallel with and distant easterly 10.00 feet, measured at right angles, from the westerly line of said Parcel and the Point of Beginning;

Thence North  $33^{\circ} 44' 34''$  West 239.06 feet along said parallel line;

Thence North  $56^{\circ} 15' 37''$  East 172.95 feet to the easterly line of said parcel being North  $33^{\circ} 43' 09''$  West 143.43 feet from the easterly corner of said Parcel and the Point of Termination.



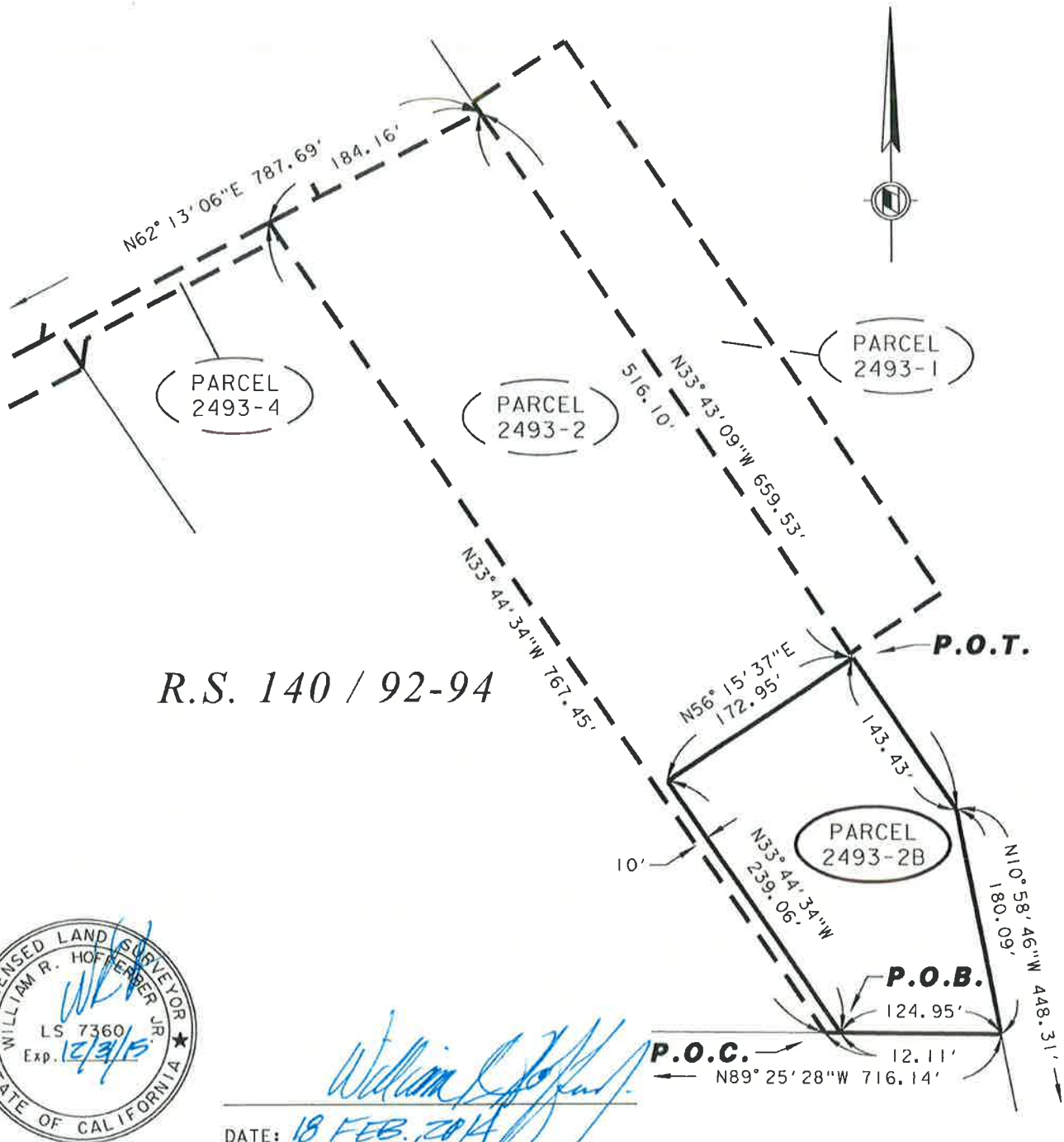
  
WILLIAM R. HOFFERBER JR.

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

Date: 18 FEB. 2014

### Exhibit "B"

BEING A PORTION OF PARCEL 2493-2 OF RECORD OF SURVEY AS SHOWN IN BOOK 140, PAGES 92 THROUGH 94, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, WITHIN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY.



*William R. Hoffmeyer Jr.*  
DATE: 18 FEB. 2014

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

PROJECT NAME: TEMESCAL CREEK - FOSTER ROAD STORM DRAIN			
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 2493-2B	NO SCALE	DAB
		FEB-11-2014	SHEET NO. 1 OF 1

162727

Recorded at request of, and return to:  
Riverside County Flood Control and  
Water Conservation District  
1995 Market Street  
Riverside, California 92501-1770  
Attention: Gregory Walker

Free Recording: This instrument is for the  
benefit of the RCFC&WCD and is entitled  
to be recorded without fee  
(Government Code 6103)

NO FEE (GOV. CODE 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**The undersigned grantor(s) declare(s)**

Project: Temescal Creek – Foster Road  
Storm Drain, Stage 1  
Project No. 2-0-00493

DOCUMENTARY TRANSFER TAX \$ NONE

RCFC Parcel No. 2493-2D

### EASEMENT DEED

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic, hereinafter referred to as Grantor, hereby grants to LEE LAKE WATER DISTRICT, a California Water District, herein referred to as Grantee, a permanent easement and right of way for the installation, operation, maintenance, repair and replacement of a pipeline or pipelines, together with incidental appurtenances, connections and structures in, over, under, upon, along, through and across the real property situated in the County of Riverside, State of California, described on Exhibit A hereto, and as depicted on Exhibit B, attached hereto and made a part hereof.

Together with the right to grade and improve said right of way and to enter upon and pass and repass over and along said strip of land for the construction, operation and maintenance, repair and replacement of the pipeline or pipelines, appurtenances, connections and structures to be constructed in said easement by the Lee Lake Water District.

It is understood and agreed that the easement and right of way hereby granted is subject to the right of the servient owner, his successors and assigns, to use the surface of the land within said easement and right of way to the extent that such use is compatible with the full and free exercise of said easement and right of way by the Lee Lake Water District; provided however, that no fences, block walls, or other structures or other improvements shall be constructed upon, across or over said easement and right of way, nor shall owner place or maintain any fill or paving of any nature over the surface of the easement, nor remove any earth from the cover of said pipeline or other facility after construction.

Assessor's Parcel Numbers: 283-060-028 and -029

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

Date: \_\_\_\_\_

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

(Notary Attached)

MARION V. ASHLEY, Chairman  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

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

EXHIBIT "A"  
Temescal Creek – Foster Road Storm Drain  
Parcel 2493-2D

Being a portion of Parcel 2493-2 of Record of Survey as shown in Book 140, Pages 92 through 94, records of Riverside County, State of California, within the unincorporated territory of said County described as follows:

The westerly 15.00 feet, together with the northerly 15.00 feet of said Parcel.



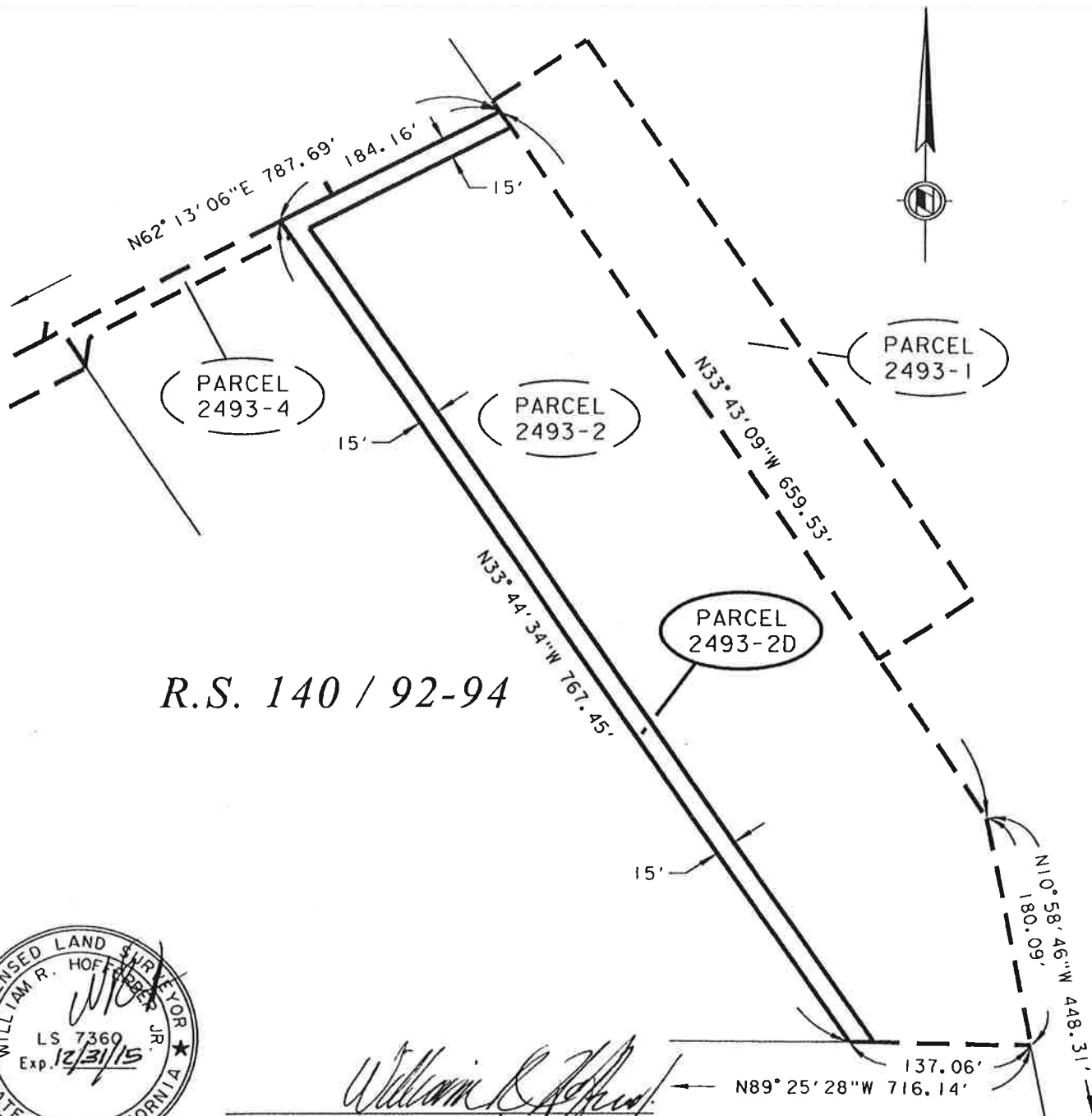
  
WILLIAM R. HOFFERBER JR.

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

Date: 01 JULY, 2014

EXHIBIT "B"

BEING A PORTION OF PARCEL 2493-2 OF RECORD OF SURVEY AS SHOWN IN BOOK 140, PAGES 92 THROUGH 94, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, WITHIN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY.



R.S. 140 / 92-94



*William R. Hoff*  
 DATE: 01 JULY, 2014

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

PROJECT NAME: TEMESCAL CREEK - FOSTER ROAD STORM DRAIN			
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 2493-2D	NO SCALE	DAB
		JUN-30-2014	SHEET NO. 1 OF 1

158406

Recorded at request of, and return to:  
Riverside County Flood Control and  
Water Conservation District  
1995 Market Street  
Riverside, California 92501-1770  
Attention: Barbara A. Ford

Free Recording: This instrument is for the  
Benefit of the RCFC&WCD and is entitled  
to be recorded without fee.  
(Government Code 6103)

NO FEE (GOV. CODE 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Project Name: Temescal Creek - Foster Road  
Storm Drain, Stage 1  
Project No: 2-0-00493

**The undersigned grantor(s) declare(s)**  
**DOCUMENTARY TRANSFER TAX \$ NONE**

RCFC Parcel No. 2493-1

### EASEMENT DEED


Lee Lake Water District, a California Water District, hereinafter referred to as Grantor, hereby grants, conveys, and dedicates in perpetuity to the Riverside County Flood Control and Water Conservation District, a body politic, herein after referred to as Grantee, an exclusive permanent easement for flood control and drainage purposes, including but not limited to the construction, use, repair, reconstruction, inspection, operation and maintenance of storm drain facilities, and all appurtenant works, including ingress and egress thereto, over, under and across that certain real property situated in the County of Riverside, State of California, described in legal description attached hereto as Exhibit "A" and shown in Exhibit "B" and made a part hereof.

The Grantor agrees for themselves, their successors and assigns not to erect, place or maintain, nor to permit the erection, placement, or maintenance of any buildings, structures or improvements on, over or under any portion of the easement area.

Assessor's Parcel Number: 283-060-013

LEE LAKE WATER DISTRICT,  
a California Water District:

Date: 8/26/14

By:   
C. W. COLLADAY, President

(Notary Attached)

Exhibit "A"

**Temescal Creek – Foster Road Storm Drain  
Parcel 2493-1**

All of Parcel 2493-1 of Record of Survey as shown in Book 140, Pages 92 through 94, records of Riverside County, State of California, within the unincorporated territory of Riverside County.



*William R. Hofferber Jr.*  
\_\_\_\_\_  
WILLIAM R. HOFFERBER JR.

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

Date: 22 AUG., 2013



# Exhibit "B"

ALL OF PARCEL 2493-1 OF RECORD OF SURVEY AS SHOWN IN BOOK 140, PAGES 92 THROUGH 94, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, WITHIN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY.



POR.  
PARCEL 1  
R.S. 34 / 50

DIVISION 1  
INSTR. 465250  
REC. DEC 10, 1996  
RIVERSIDE COUNTY

FOSTER ROAD

PARCEL 1  
INSTR. 95537  
REC. JUL 19, 1972  
RIVERSIDE COUNTY

PARCEL 2493-1

PARCEL 2493-2

R.S. 140 / 92-94



*William R. Hofferber, Jr.*

DATE: 22 AUG. 2013

LINE DATA		
	BEARING	DISTANCE
1	N56° 16' 51" E	85.00'
2	N56° 16' 51" E	85.00'

## RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NAME:

TEMESCAL CREEK - FOSTER ROAD STORM DRAIN

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):

2493-1

SCALE:

NO SCALE

AUG-12-2013

PREPARED BY:

DAB

SHEET NO.

1 OF 1

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside }

On 8/26/14 before me, Allison D. Harnden, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Charles Webster Colladay  
Name(s) of Signer(s)

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 Allison D. Harnden  
Signature of Notary Public



Place Notary Seal Above

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: Easement Deed

Document Date: 8/26/14 Number of Pages: 3

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here

Signer Is Representing: \_\_\_\_\_

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the easement deed, dated \_\_\_\_\_ from LEE LAKE WATER DISTRICT, A CALIFORNIA WATER 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: \_\_\_\_\_  
MARION V. ASHLEY, Chairman  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

**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:** Acquisition and Exchange of Real Property (Exchange) for  
 Temescal Creek – Foster Road Storm Drain, Stage 1 (Project)

**Project Location (include county)**

The proposed project area is generally bounded to the north by Dos Lagos Drive, to the east by Temescal Wash, to the south by Leroy Road and to the west by I-15 in the unincorporated El Cerrito area of Riverside County.

**Project Description**

The proposed exchange project is for the acquisition of easement interests in real property over land with APN 283-060-013 by Easement Deed from Lee Lake Water District ("Exchange Project" for reference purposes hererin). This Exchange Project is a subsequent discretionary action to further the Temescal Creek – Foster Road Storm Drain, Stage 1 Project ("Storm Drain 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 Storm Drain Project. The current District action is limited to the exchange of fee and easement interests in real property, portions of APNs 283-060-028 and 283-060-029, to Lee Lake Water District for acquisition of easement interests in real property with APN 283-060-013 from Lee Lake Water District for construction purposes for the Storm Drain 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 21, 2014 and has made the following findings and determinations regarding the above described purchase and exchange of certain interests in real property:

1. The Exchange Project will not have a significant effect on the environment.
2. A Mitigated Negative Declaration (SCH No. 2013101086) was prepared for the Project pursuant to the provisions of CEQA and adopted on January 14, 2014, Agenda Item 11-4 with Resolution No. F2014-01.
3. Mitigation measures were made a condition of the approval of the Project.
4. The Exchange will not result in any new significant environmental effects not identified in the Initial Study and MND (SCH No. 2013101086); will not substantially increase the severity of the environmental effects identified in the MND; no considerably different mitigation measures have been identified; and no mitigation measures found infeasible have become feasible.
5. Nothing further is required and no further environmental documentation is required for California Environmental Quality Act purposes because the Exchange Project was adequately analyzed in the earlier environmental documentation.

This is to certify that the previously adopted Mitigated Negative Declaration and the record of Project approval are 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:

**Revised 2004**

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

**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 TEMESCAL CREEK - FOSTER ROAD SD STG 1  
PROJ # 222-2-8-00493-01-30-0000-000

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): \_\_\_\_\_

### Notice of Determination

To: Office of Planning and Research

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

For U.S. Mail:

P.O. Box 3044  
Sacramento, CA 95812-3044

Street Address:

1400 Tenth Street  
Sacramento, CA 95814

**FILED**  
RIVERSIDE COUNTY

County Clerk  
County of Riverside  
2724 Gateway Drive  
Riverside, CA 92507

JAN 16 2014

Lead Agency (if different from above):

LARRY W. WARD, CLERK

**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): 2013101086

**Project Title:** Temescal Creek – Foster Road Storm Drain, Stage 1

#### Project Location (include county)

The proposed project area is generally bounded to the north by Dos Lagos Drive, to the east by Temescal Wash, to the south by Leroy Road and to the west by Interstate 15 in the unincorporated El Cerrito area of Riverside County. The proposed project area may be found within Township 4 South, Range 6 West, Sections 21 and 22 of the Lake Matthews and Corona South 7.5 Series Topographic Quadrangle maps.

#### Project Description

The Riverside County Flood Control and Water Conservation District proposes to construct, operate and maintain an underground storm drain system comprised of approximately 2,000 lineal feet of reinforced concrete pipe (RCP) ranging in size from 30 inches to 72 inches in diameter. The proposed project begins at the outlet within Temescal Creek. The concrete outlet structure is an impact type energy dissipater and will be located in an area of Temescal Creek that will be widened to create a "cove" area as part of this project. The corners of the "cove" area will be armored with buried rock riprap. From the outlet, the proposed project will transition into an underground RCP and traverse southwesterly to Foster Road via an unpaved road and an open field currently used for the cultivation of mint and watercress. The RCP will then head west within the existing Foster Road right-of-way to a connection with an existing culvert located west of Temescal Canyon Road. In addition, a lateral RCP will connect to the main RCP at the intersection of Foster Road and Temescal Canyon Road and will extend approximately 300 feet south in Temescal Canyon Road. The proposed storm drain system, once completed, will provide substantial flood protection to existing development at the intersection of Foster Road and Temescal Canyon Road.

This is to advise that the Riverside County Flood Control and Water Conservation District (Lead Agency) has approved the above described project on January 14, 2014 and has made the following determinations regarding the above described project:

1. The project will not have a significant effect on the environment.
2. A Mitigated Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures were made a condition of the approval of the project.
4. A Mitigation Monitoring Program was adopted for this project.

This is to certify that the 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.

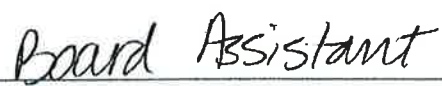
  
\_\_\_\_\_  
Signature (Public Agency)

1/14/14  
\_\_\_\_\_  
Date

Date received for filing at OPR:

Authority cited: Sections 21083 and 21087, Public Resources Code.

Reference: Sections 21000-21174, Public Resources Code.

  
\_\_\_\_\_  
Board Assistant

Title  
COUNTY CLERK  
Neg Declaration/Mtc Determination  
Filed per P.R.C. 21152  
POSTED

JAN 16 2014

Removed: 2-24-14  
By: \_\_\_\_\_ Dept.  
County of Riverside, State of California

Revised 2004

JAN 14 2014 114

STATE OF CALIFORNIA - THE RESOURCES AGENCY  
DEPARTMENT OF FISH AND GAME  
ENVIRONMENTAL FILING FEE CASH RECEIPT

RECEIVED  
FEB 26 2014

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT  
Receipt # 201400022

State Clearinghouse # (if applicable): \_\_\_\_\_

Lead Agency: RIVERSIDE COUNTY FLOOD CONTROL Date: 01/16/2014

County Agency of Filing: Riverside Document No: 201400022

Project Title: TEMESCAL CREEK - FOSTER ROAD STORM DRAIN, STAGE 1

Project Applicant Name: RIVERSIDE COUNTY FLOOD CONTROL Phone Number: 951-955-1233

Project Applicant Address: 1995 MARKET STREET RIVERSIDE, CA 92501

Project Applicant: Local Public Agency

CHECK APPLICABLE FEES:

- |   |                |
|---|----------------|
| <input type="checkbox"/> Environmental Impact Report  | _____          |
| <input checked="" type="checkbox"/> Negative Declaration  | <u>2181.25</u> |
| <input type="checkbox"/> Application Fee Water Diversion (State Water Resources Control Board Only)     | _____          |
| <input type="checkbox"/> Project Subject to Certified Regulatory Programs                               | _____          |
| <input checked="" type="checkbox"/> County Administration Fee   | <u>\$50.00</u> |
| <input type="checkbox"/> Project that is exempt from fees (DFG No Effect Determination (Form Attached)) | _____          |
| <input type="checkbox"/> Project that is exempt from fees (Notice of Exemption)                         | _____          |
| <b>Total Received</b>   | <u>2231.25</u> |

Signature and title of person receiving payment: B. Kennemer

Notes: