

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRIAMOS DATE: 6/3/15

**SUBMITTAL TO THE BOARD OF SUPERVISORS
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

304A



FROM: TLMA – Transportation Department

SUBMITTAL DATE:
 June 3, 2015

SUBJECT: Resolution No. 2015-123, Authorization to Convey a Conservation Easement Interest in Real Property Located in the Unincorporated Juniper Flats Area in the County of Riverside, State of California, Portions of APNs 457-270-011 and 457-030-011, CEQA Exempt. District 5; [\$40,800 Total]; San Jacinto Basin Resource Conservation District - 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Finds that the proposed conveyance is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15325 (a) and (c) – Transfers of ownership of interests in land to preserve existing natural conditions and allow restoration of natural conditions; and
2. Adopt Resolution No. 2015-123, Authorization to Convey a Conservation Easement Interest in Real Property Located in the Unincorporated Juniper Flats Area in the County of Riverside, State of California, Over Portions of Land within Assessor's Parcel Numbers 457-270-011 and 457-030-011 to the San Jacinto Basin Resource Conservation District by a Conservation Easement Deed; and

Departmental Concurrence

[Signature]
 Patricia Romo
 Assistant Director of Transportation

[Signature]
 Juan C. Perez
 Director of Transportation and Land Management

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (Per Exec. Office)
COST	\$ 40,800	\$ 0	\$ 40,800	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: San Jacinto Basin Resource Conservation District (100%). There are no General Funds used in this project.

Budget Adjustment: No
For Fiscal Year: 2014/15

C.E.O. RECOMMENDATION: APPROVE
 BY: [Signature]
 Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Prev. Agn. Ref.: Item 3-37 of 5/12/15 | District: 5 | Agenda Number:

3-71

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Resolution No. 2015-123, Authorization to Convey A Conservation Easement Interest in Real Property Located in the Unincorporated Juniper Flats Area in the County of Riverside, State of California, Portions of APNs 457-270-011 and 457-030-011, CEQA Exempt, District 5; [\$40,800 Total]; San Jacinto Basin Resource Conservation District – 100%

DATE: June 3, 2015

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RECOMMENDED MOTION: (continued)

3. Authorize the Chairman of the Board of Supervisors to execute the Conservation Easement Deed and any other documents required to complete the conveyance of real property and this transaction; and
4. Direct the Clerk of the Board to file the attached Notice of Exemption with the County Clerk for posting within five working days of Board approval.

BACKGROUND:

Summary (continued)

On May 12, 2015, the Board of Supervisors adopted Resolution No. 2015-091, Notice of Intention to Convey a Conservation Easement Interest in Real Property, and approved a Memorandum of Understanding (MOU) between the County of Riverside (County) on behalf of its Transportation Department and the San Jacinto Basin Resource Conservation District (District). The MOU established the terms and conditions for use of the property as a mitigation site that would be encumbered with a conservation easement interest in real property to be conveyed by the County to the District.

Pursuant to Government Code Section 25365, the County may convey an interest in real property belonging to the County to a special district upon such terms and conditions, as are agreed upon between the parties and without complying with any other provisions of the Government Code if the property to be conveyed is not presently required for County use.

The County owns the property, identified with Assessor's Parcel Numbers 457-270-011 and 457-030-011, that is the subject of this proposed Conservation Easement (CE); the 9.58 acre portion of the property to be encumbered with the CE is adjacent to the Department's Juniper Flats borrow site, which supplies sand and gravel for use in maintenance of County roads. The borrow site will continue to operate and be used for County purposes. The drainage area is the portion of the property that would be subject to the CE and is not suitable for use as a borrow site, but is a viable mitigation site.

The Transportation Department staff conducted a review of the proposed project and has determined that the proposed conveyance qualifies for a Categorical Exemption pursuant to CEQA Guidelines Section 15325, subsection (a) Acquisition, sale, or other transfer of areas to preserve the existing natural conditions, including plant or animal habitats and subsection (c) Acquisition, sale, or other transfer to allow restoration of natural conditions, including plant or animal habitats. With the conveyance of the CE to the District, the District will manage and restore the property within the CE by removing non-native plants, planting native plants, irrigating plants on a temporary basis, and other associated activities that enhance the habitat values of the property. The District will be responsible for monitoring the growth of the native plants in meeting the criteria of the regulatory agencies.

The Conservation Easement Deed and Resolution No. 2015-123 have been reviewed and approved by County Counsel as to legal form.

Project No.: ZSU 10014

Impact on Residents and Businesses

The property to be covered by the CE is located along Juniper Flats Road and is an undeveloped streambed and drainage area, which separates the sand and gravel borrow site from the road. Land uses in the area are rural residential on large lots, mining operations, a pet hotel, and undeveloped lands.

There will be a positive long-term impact on area residents and businesses because the local watershed and ecosystem would be improved. The streambed that exists would remain in place and would be enhanced. In the short-term, local residents may observe removal of non-native trees and planting of native vegetation.

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
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DATE: June 3, 2015

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SUPPLEMENTAL:

Additional Fiscal Information

An appraisal of the CE was prepared by an independent appraiser. The District has agreed to pay \$9,000 to the County to obtain the easement; in addition, the District has agreed to provide funds sufficient to reimburse the County for the costs to establish the easement, which include the preparation of plats and legals, appraisal, title report, and staff costs in the amount of \$31,800, as outlined in the MOU approved on May 12, 2015.

ATTACHMENTS:

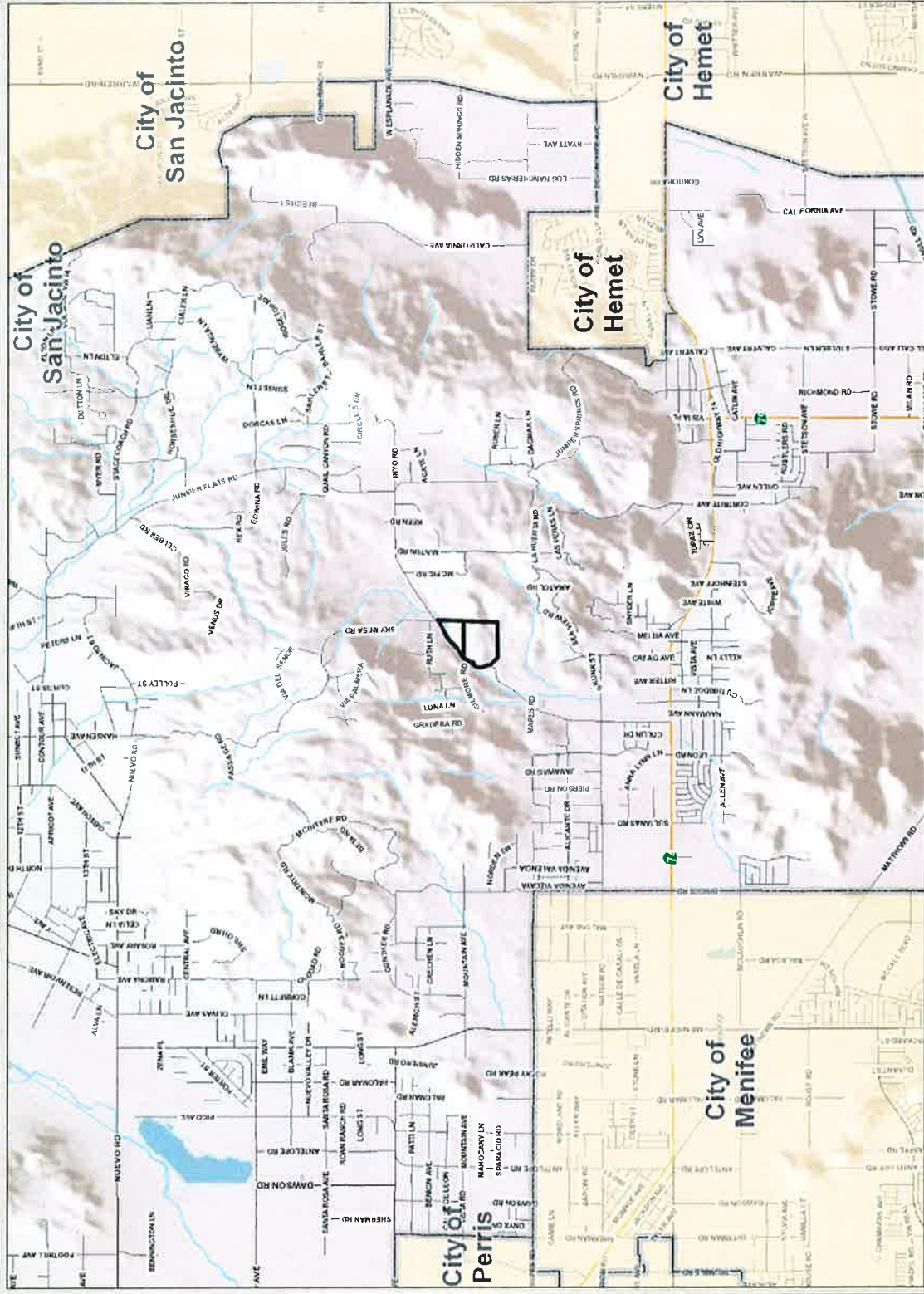
- Vicinity Map
- Conservation Easement Deed
- Resolution No. 2015-123
- Notice of Exemption
- Authorization to Bill
- Exhibit 1
- Exhibit 2

Juniper Flats Conservation Easement

Vicinity Map



- Legend**
- City Boundaries
 - Cities
 - highways_large
 - HWY
 - INTERCHANGE
 - INTERSTATE
 - USHWY
 - majorroads
 - counties
 - cities



Notes

IMPORTANT Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.



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REPORT PRINTED ON... 6/2/2015 3:48:11 PM

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RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

San Jacinto Basin Resource
Conservation District
950 N. Ramona Boulevard, Suite 6
San Jacinto, CA 92582
Attention: District Manager

Exempt from recording fee
(Gov. Code §6103)

Space Above Line for Recorder's Use Only

CONSERVATION EASEMENT DEED

THIS CONSERVATION EASEMENT DEED ("Conservation Easement") is made as of _____, 2015, by County of Riverside, a political subdivision of the State of California, ("Grantor" or "County"), in favor of the San Jacinto Basin Resource Conservation District, a special district created pursuant to California Public Resources Code Division 9, Chapter 3, ("Grantee" or "SJBRCD") with reference to the following facts:

RECITALS

A. Grantor is the sole owner in fee simple of certain real property, located in the County of Riverside, State of California, whereby a portion of which consisting of approximately 9.58 acres of land, designated as portions of Assessor's Parcel Numbers 457-270-011 and 457-030-011 and labeled as parcel numbers 0014-001 and 0014-002 would have a conservation easement interest established for the reasons described below (the "Property"). The Property is legally described and depicted in Exhibits A and B, attached to this Conservation Easement and incorporated in it by this reference.

B. The Property is in an unimproved natural condition and possesses wildlife and habitat values of great importance to Grantee and the County. Adjacent property (not a part of the Property that constitutes the Conservation Easement) within Assessor's Parcel Number(s) 457-270-011 and 457-030-011 is owned and operated by the County as an active surface mine for sand and gravel used in road maintenance. This surface mining operation is planned to continue until the sand and gravel resources are depleted.

C. Grantee anticipates using habitat restoration and mitigation funds which will allow for the eradication of non-native species on a 4.24-acre portion of the Property and the installation of sycamore riparian woodland and transitional riparian habitat to support the local watershed and ecosystem ("Project"), thus helping to restore the "Conservation Values" of the applicable portion of the Property. Activities that may take place include the removal of non-native, exotic plants, planting of native plants, irrigation of plants on a temporary basis and other

associated activities that enhance the habitat.

D. SJBRCD is authorized pursuant to Public Resource Code sections 9404 and 9408 to enter into contracts with Grantor to further conservation and similar purposes, and section 9409 to conduct operations on public land with the cooperation of the agency administering and having jurisdiction over that land to, among other things, enhance wildlife habitat and for water conservation purposes.

E. Grantee is authorized to hold conservation easements pursuant to Public Resources Code sections 9401, 9405 and 9406 and Civil Code Section 815.3.

F. In order to be authorized to carry out the Project, the 4.24 acre portion of the Property where the Project will be implemented must be protected in perpetuity with a conservation easement. In consideration of granting this Conservation Easement to the Grantee, Grantor will receive the benefits of Project implementation as well as receive a potential location for future mitigation projects on the remaining 5.34 acres of the Property as described in Recital C. The California Department of Fish and Wildlife ("CDFW") has represented that such 5.34 acres may be used by County to satisfy CDFW mitigation requirements in the future.

G. The County owns and administers the Property where SJBRCD will be implementing the Project and has agreed to grant this conservation easement to SJBRCD over the Property for mitigation and conservation purposes described herein.

H. Pursuant to California Government Code Section 25365, the County Board of Supervisors, by a four-fifths vote, may grant an interest in real property to a special district or other public agency within the county upon the terms and conditions as are agreed upon and without complying with any other provisions of the Government Code, if the property interest is not required for county use.

COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

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

1. Purposes. The purposes of this Conservation Easement are to ensure the Property will be retained forever in its natural, restored, or enhanced condition ("Natural Condition") and to prevent any use of the Property that will unreasonably impair or interfere with the Conservation Values of the Property as it relates to the activities associated with the Project. The intent of this Conservation Easement will be to confine the use of the Property to such activities, including, without limitation, those involving the preservation and enhancement of native species and their habitats in a manner consistent with the habitat conservation purposes of this Conservation Easement, provided such confinement of use does not unreasonably interfere or prevent the County's current uses of the Property, which consist of tree and vegetation removal/trimming along Juniper Flats Road to maintain sight distance. Following the recordation of this Conservation Easement, such removal/trimming activities will be undertaken by County in cooperation with Grantee. Adjacent to the Property, the County will continue to

operate a surface mine to extract sand and gravel for use in road maintenance. The surface mining activities utilize heavy machinery, including blasting, that may generate noise, fumes, vibration and dust. Decanting facilities may be located within the mining area. County access to the mining operation to and from Juniper Flats Road will be along the existing access road between parcels 0014-001 and 0014-002 depicted on Exhibit B and as shown on Exhibit C ("Current Uses").

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

(a) To implement the Project, including long-term management, and to preserve and protect the Conservation Values of the Property;

(b) An access easement for ingress and egress through the Grantor's property (a portion of APN 457-270-011 not subject to this Conservation Easement) over any roads and driveways leading to the Property, whether now existing or installed by Grantor in the future; provided, however, that Grantor will ensure that there is always at least one way available for such Grantee access, in order to allow Grantee to exercise its rights and obligations described in this Conservation Easement. Notwithstanding any other provision of this Conservation Easement, Grantor shall provide and Grantee shall have the right to use a gate or several gates to access the Property to perform any of its duties or protect any of its rights with respect to the Property. The Grantor shall provide a set of reproducible keys to any gate(s) on such fence to the Grantee without charge. If the lock(s) to the gate(s) are replaced, the Grantor shall provide a new set of reproducible keys to the gate(s) to the Grantee without charge within seven (7) days of replacement of such lock(s).

(c) To enter upon the Property at reasonable times in order to perform the preservation activities to implement the Project and for scientific research and interpretive purposes by Grantee or its designees, provided that Grantee shall not unreasonably interfere with Grantor's authorized use, ownership and quiet enjoyment of the Property;

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

(e) The right to enforce by any means, including, without limitation, injunctive relief, the terms and conditions of this Conservation Easement against the parties responsible for any damage;

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

(g) All present and future development rights inconsistent with the purpose of the Conservation Easement that are not deemed to qualify as a Current Use; provided, however, that prior to exercising any development right Grantor shall meet with the Grantee and shall obtain Grantee's written concurrence that such development right is consistent with the purpose of the Conservation Easement. Nothing in this Conservation Easement shall affect the Grantor's right to continue or expand, or both, surface mining operations on the adjacent property owned by the Grantor, nor require prior concurrence by Grantee for any operations occurring on the adjacent property; and

(h) The right to remove debris from the Property as described in Section 1.

3. Prohibited Uses. Any activity on or use of the Property that is inconsistent with the purposes of this Conservation Easement is prohibited. Notwithstanding the prohibition of uses described herein, the Current Uses continue to be permitted. Without limiting the generality of the foregoing, the following uses and activities by Grantor, Grantor's agents, and third parties are expressly prohibited:

(a) Introduction of nuisance water, such as any drainage or overflow, including but not limited to water from pools, aquariums, waterbeds and fountains, supplemental watering, except nuisance water associated with irrigation outside the Easement Area by adjacent homeowners or others and the natural drainage of rainfall and water related to Grantee's habitat enhancement activities;

(b) Use of off-road vehicles and use of any other motorized vehicles, except in the execution of management, monitoring or maintenance duties by Grantee, on existing roadways, or in connection with the Current Uses.

(c) Agricultural activity of any kind;

(d) Recreational activities including, but not limited to, horseback riding, biking, hunting or fishing;

(e) Commercial, industrial, institutional, or residential structures or uses, except for the Current Uses;

(f) Any legal or de facto division, subdivision or partitioning of the Property;

(g) Construction, reconstruction, expansion, location, installation, or placement of any building, billboard or sign, or any other structure or improvement of any kind;

(h) Depositing or accumulation of soil, trash, ashes, refuse, waste, bio-solids or any other materials;

(i) Planting, introduction, or dispersal of non-native or exotic plant or animal species;

(j) Filling, dumping, excavating, draining, dredging, mining, drilling, removing or exploring for or extraction of minerals, loam, soil, sands, gravel, rocks or other

material on or below the surface of the Property, or granting or authorizing surface entry for any such purpose;

(k) Altering the surface or general topography of the Property, including building roads or trails, or paving or otherwise covering any portion of the Property. Notwithstanding the foregoing prohibition, Grantor, its successors or assigns, may construct trails and roads consistent with the non-motorized circulation element of the County of Riverside General Plan for the provision of recreational areas provided such construction does not damage or destroy the preservation or restoration activities of the Project;

(l) Removing, destroying, or cutting of trees, shrubs or other vegetation, except as required by law for (1) fire breaks, (2) maintenance of existing trails or roads, (3) prevention or treatment of disease, or (4) as a part of any approved restoration activities.

(m) Activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or sub-surface waters; and

(n) No use shall be made of the Property, and no activity thereon shall be permitted that is inconsistent with the purpose of this Conservation Easement. Grantor and Grantee acknowledge that, in view of the perpetual nature of this Conservation Easement, they are unable to foresee all potential future land uses, future technologies, and future evolution of the land and other natural resources, and other future occurrences affecting the purpose of this Conservation Easement. Grantee, therefore, in its reasonable discretion, may determine whether (i) proposed uses or proposed improvements not contemplated by or addressed in this Conservation Easement or (ii) alterations in existing uses or structures, are consistent with the purposes of this Conservation Easement provided that Grantor has been given prior written notice and has the right to provide input on such determination.

4. Grantor's Responsibilities. In the event Grantor is notified of or discovers unauthorized activities which may degrade or harm the Conservation Values of the Property, Grantor shall notify Grantee, and may, but is not obligated to, undertake any actions to prevent the unauthorized activities by persons whose activities may degrade or harm the Conservation Values of the Property. In addition, Grantor shall undertake reasonable actions to perfect Grantee's rights under Section 2 of this Conservation Easement.

5. Reserved Rights. Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from its ownership of the Property, including the right to continue the Current Uses and to engage in or to permit or invite others to engage in all uses of the Property that are not expressly prohibited or limited by, and are consistent with the purposes of, this Conservation Easement.

Grantor and Grantee acknowledge that a 5.34-acre portion of the Property is comprised of up to 0.25 acres that could be "enhanced," up to 0.26-acres that could be "restored," and up to 4.83 acres that could be "preserved" as shown in Exhibit D attached herein and incorporated by this reference. Grantor reserves the right to use any portion of the 5.34 acre portion of the Property as mitigation in the future for any County project(s) where CDFW mitigation is warranted within the area of the Property. Grantee agrees to work with Grantor to use the

Property to satisfy future mitigation for either a Grantor mitigation project or a mitigation project by a third-party. Grantor will provide further direction, scope of work and the necessary funds to implement the future mitigation project to Grantee when the details of such future mitigation project become available.

6. Grantee's Remedies.

(a) If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate damage to the Conservation Values of the Property, Grantee may pursue its remedies under this Section 6 against the parties responsible for the damage. Grantee's rights under this section apply equally to actual or threatened violations of the terms of this Conservation Easement. Grantee's remedies described in this section shall not be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including but not limited to, the remedies set forth in Civil Code Section 815 et seq., inclusive. The failure of Grantee to discover a violation or to take immediate legal action shall not bar Grantee from taking such action at a later time.

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

(c) Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor, its successors or assigns, for any injury to or change in the Property resulting from (i) any natural cause beyond Grantor's control, including, without limitation, fire not caused by Grantor, flood, storm, and earth movement; (ii) or any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes; (iii) acts by Grantee or its employees, agents, contractors or representatives; (iv) acts of third parties (including any governmental agencies) that are beyond Grantor's control.

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

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

significant injury to the Property resulting from such causes; (ii) acts by Grantee or its employees; or (iii) acts of third parties (including governmental agencies) that are beyond Grantor's control.

9. Endowment / Costs. In addition to the consideration discussed herein, Grantor and Grantee have entered into a Memorandum of Understanding dated May X, 2015 to reimburse the Grantor for the costs to process this Conservation Easement Deed as well as the appraised value of the Property. In addition, an Endowment has been funded in favor of Grantee by the implementation of the Project and satisfaction of mitigation obligations associated with CDFW Streambed Alteration Agreement ("SAA") No. 1600-2012-0188-R6-Revision 2 whereby a 4.2 acre mitigation site must be restored and be secured by a conservation easement and Santa Ana Regional Board Section 401 Certification No. 332012-32.

10. Access. This Conservation Easement does not convey a general right of access to the public as it pertains to the purposes of the Conservation Easement. Notwithstanding the limitation of access in this Section 10, access for the Current Uses of the Property remain the same as they existed before recordation of this Conservation Easement.

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

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

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

13. Hold Harmless. Grantor shall hold harmless, protect and indemnify SJBRCD and its directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (each an "SJBRCD Indemnified Party" and, collectively, "SJBRCD Indemnified Parties") from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation, reasonable attorneys' fees and experts' fees), causes of action, claims, demands, orders, liens or judgments (each a "Claim" and, collectively, "Claims"), arising from or in any way connected with: (a) injury to or

the death of any person, or physical damage to any property, resulting from any negligent act, omission, condition, or other matter related to or occurring on or about the Property caused by Grantor; unless due to the negligence, acts or omissions of SJBRCD or its agents, contractors or employees; (b) the obligations specified in Sections 4 and 5 except that the Grantor's Current Uses shall not create the presumption of liability against Grantor just by the mere Current Uses of Grantor's Property. If any action or proceeding is brought against any of the SJBRCD Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from SJBRCD, defend such action or proceeding by counsel acceptable to the SJBRCD or reimburse SJBRCD Indemnified Party.

SJBRCD shall hold harmless, protect and indemnify Grantor and its Board, elected or appointed officials, officers, employees, agents, contractors, and representatives, successors and assigns of each of them (each a "Grantor Indemnified Party" and, collectively, "Grantor Indemnified Parties") from and against any and all Claims arising from or in any way connected with the SJBRCD's rights and obligations under this Conservation Easement or due to the acts, omissions or negligence of SJBRCD or any of its agents, contractors or employees. If any action or proceeding is brought against any of the Grantor Indemnified parties by reason of any such Claim, SJBRCD shall, at the election of and upon written notice from Grantor, defend such action or proceeding by counsel acceptable to Grantor or reimburse Grantor Indemnified Party.

14. Extinguishment. If circumstances arise in the future that render the purposes of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, in whole or in part, by judicial proceedings in a court of competent jurisdiction.

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

16. Transfer of Easement. This Conservation Easement is transferable by Grantee, but Grantee may assign its rights and obligations under this Conservation Easement only to an entity or organization authorized to acquire and hold conservation easements pursuant to Civil Code Section 815.3 subject to Grantor's prior written consent. Grantee shall require the assignee to record the assignment in the county where the Property is located.

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

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

To Grantor: Riverside County Transportation Department
4080 Lemon Street, 8th floor
Riverside, CA 92501
Attn: Russell Williams, Environmental Division Manager
Phone: (951) 955-2016

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

To Grantee: San Jacinto Basin Resource Conservation District
950 N. Ramona Boulevard, Suite 6
San Jacinto, CA 92582
Attention: District Manager
Phone: (951) 654-7733

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

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

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

20. Additional Provisions.

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

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

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

(d) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements of the parties relating to the Conservation Easement. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment in accordance with Section 21.

(e) No Forfeiture. Nothing contained in this Conservation Easement will result in a forfeiture or reversion of Grantor's title in any respect.

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

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

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

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

(j) No Hazardous Materials Liability.

(1) Grantor represents and warrants that the individual identified for the County in Section 18 herein has no actual knowledge of any release or threatened release of Hazardous Materials (defined below) in, on, under, about or affecting the Property. Without limiting the obligations of Grantor under Section 13, Grantor agrees to indemnify, protect and hold harmless the SJBRCD Indemnified Parties (defined in Section 10) against any and all Claims (defined in Section 13) arising from or connected with any Hazardous Materials present, alleged to be present, or otherwise associated with the Property at any time, except any Hazardous Materials placed, disposed or released by Grantee, its employees or agents. If any action or proceeding is brought against any of the Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from Grantee, defend such action or proceeding by counsel reasonably acceptable to the Indemnified Party or reimburse Grantee for all charges incurred for services of the Attorney General in defending the action or proceeding.

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

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

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

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

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

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

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

(4) The term "Environmental Laws" includes, without limitation, any federal, state, local or administrative agency statute, ordinance, rule, regulation, order or requirement relating to pollution, protection of human health or safety, the environment or

Hazardous Materials. Grantor acknowledges that it has a duty to comply with all Environmental Laws.

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

(l) Additional Easements. Grantor, or its successors, shall have the right to grant any additional easements, rights of way or other interests in the Property, including a security interest that is subordinate to this Conservation Easement, or grant any water agreement relating to the Property provided Grantor notifies and seeks input from Grantee on whether such easement would be consistent with the purposes of the Conservation Easement or the Current Uses described herein. Grantee may object to any such grants of easements, rights of way or other interests in the Property if it determines that the proposed interest or transfer is inconsistent with the purposes of this Conservation Easement or will unreasonably impair or interfere with the Conservation Values of the Property. Notwithstanding Grantee's right to object, Grantor retains its discretionary power over the approval of any such grants. This Section 16(l) shall not prohibit transfer of a fee or leasehold interest in the Property that is subject to this Conservation Easement and complies with Section 13.

(m) Recording. Grantee shall record this Conservation Easement in the Official Records of the County of Riverside.

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

SIGNATURE PAGE FOR THE CONSERVATION EASEMENT DEED BY THE COUNTY OF RIVERSIDE IN FAVOR OF THE SAN JACINTO BASIN RESOURCE CONSERVATION DISTRICT

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

GRANTOR
COUNTY OF RIVERSIDE

By: _____
MARION ASHLEY
Chairman, Board of Supervisors

FORM APPROVED COUNTY COUNSEL
BY: Synthia M. Gunzel 6-4-15
SYNTHIA M. GUNZEL DATE

[NOTE: ATTACH EXHIBIT(S) AND FORM OF NOTARY ACKNOWLEDGMENT]

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Conservation Easement by the County of Riverside, a political subdivision of the State of California, as Grantor, dated _____, 2015 to the San Jacinto Basin Resource Conservation District, a special district created pursuant to the California Public Resources Code Division 9, Chapter 3 ("Grantee"), is hereby accepted by the undersigned officer on behalf of the Grantee, pursuant to authority conferred by resolution of the Board of Directors, and the Grantee consents to recordation thereof by its duly authorized officer.

GRANTEE:

SAN JACINTO BASIN RESOURCE CONSERVATION DISTRICT, a special district created pursuant to the California Public Resources Code Division 9, Chapter 3

By: _____
Roy B. Mason, President

Attest: _____
Brett Mills, District Manager

EXHIBIT "A"
CONSERVATION EASEMENT
LEGAL DESCRIPTION
County Parcel Identification Numbers 0014-001 & 002

Portions of Assessor's Parcel Numbers 457-270-011 and 457-030-011

BEING PORTIONS OF THE EAST ONE-HALF OF SECTION 5, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, LYING WITHIN RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 0014-001

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 5;

THENCE S 02°48'40" W ALONG THE EAST LINE OF SAID SECTION 5, A DISTANCE OF 1576.08 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF JUNIPER FLATS ROAD AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 54, PAGE 41 OF RECORDS OF SURVEY, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, ALSO BEING A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1030.00 FEET AND AN INITIAL RADIAL BEARING OF S 38°55'00" E;

THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 12°05'37", AN ARC DISTANCE OF 217.41 FEET;

THENCE S 63°10'37" W CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 37.23 FEET TO THE **TRUE POINT OF BEGINNING;**

THENCE S 86°24'01" E, A DISTANCE OF 23.18 FEET;
THENCE S 08°33'41" W, A DISTANCE OF 53.37 FEET;
THENCE S 18°59'13" W, A DISTANCE OF 50.98 FEET;
THENCE S 29°22'26" W, A DISTANCE OF 52.04 FEET;
THENCE S 34°02'48" W, A DISTANCE OF 49.07 FEET;
THENCE S 42°41'31" W, A DISTANCE OF 56.79 FEET;
THENCE S 37°56'06" W, A DISTANCE OF 82.07 FEET;
THENCE S 42°30'29" W, A DISTANCE OF 72.23 FEET;
THENCE S 53°57'51" W, A DISTANCE OF 31.08 FEET;
THENCE S 47°21'57" W, A DISTANCE OF 18.69 FEET;
THENCE N 28°22'06" W, A DISTANCE OF 48.09 FEET;
THENCE S 75°40'38" W, A DISTANCE OF 58.69 FEET;
THENCE S 55°54'01" W, A DISTANCE OF 92.82 FEET;
THENCE S 59°20'33" W, A DISTANCE OF 133.76 FEET;
THENCE S 41°09'51" W, A DISTANCE OF 126.89 FEET;
THENCE S 39°17'06" W, A DISTANCE OF 141.13 FEET;
THENCE S 61°02'47" W, A DISTANCE OF 106.29 FEET;

THENCE S 50°11'05" W, A DISTANCE OF 97.29 FEET;
THENCE S 04°14'33" W, A DISTANCE OF 46.55 FEET;
THENCE S 38°46'37" E, A DISTANCE OF 58.38 FEET;
THENCE S 41°05'14" E, A DISTANCE OF 75.96 FEET;
THENCE N 72°08'24" E, A DISTANCE OF 32.15 FEET;
THENCE S 50°00'50" E, A DISTANCE OF 75.96 FEET;
THENCE S 51°01'32" W, A DISTANCE OF 54.49 FEET;
THENCE N 45°09'38" W, A DISTANCE OF 111.41 FEET;
THENCE S 56°23'44" W, A DISTANCE OF 62.03 FEET;
THENCE S 07°56'54" E, A DISTANCE OF 69.53 FEET;
THENCE S 83°50'34" W, A DISTANCE OF 107.08 FEET;
THENCE N 30°59'07" W, A DISTANCE OF 76.89 FEET;
THENCE N 46°15'20" W, A DISTANCE OF 14.40 FEET;
THENCE N 50°07'30" W, A DISTANCE OF 52.32 FEET;
THENCE N 74°28'49" W, A DISTANCE OF 27.80 FEET;
THENCE S 65°29'23" W, A DISTANCE OF 54.15 FEET;
THENCE S 65°03'33" W, A DISTANCE OF 105.26 FEET;
THENCE S 44°33'48" W, A DISTANCE OF 144.16 FEET;
THENCE S 44°18'16" W, A DISTANCE OF 104.05 FEET;
THENCE S 53°56'26" W, A DISTANCE OF 99.66 FEET;

THENCE N 39°34'20" W, A DISTANCE OF 43.00 FEET TO A POINT OF INTERSECTION WITH SAID SOUTHERLY RIGHT-OF-WAY LINE OF JUNIPER FLATS ROAD, ALSO BEING A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 530.00 FEET AND AN INITIAL RADIAL BEARING OF S 41°50'08" E;

THENCE NORTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE AND SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 24°14'12", AN ARC DISTANCE OF 224.20 FEET;

THENCE N 23°55'40" E CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 81.93 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 320.00 FEET;

THENCE NORTHEASTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 32°42'00", AN ARC DISTANCE OF 182.63 FEET;

THENCE N 56°37'40" E CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 355.93 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1030.00 FEET

THENCE NORTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE AND SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 14°16'00", AN ARC DISTANCE OF 256.47 FEET;

THENCE N 42°21'40" E CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 95.13 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 670.00 FEET;

THENCE NORTHEASTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 20°48'57", AN ARC DISTANCE OF 243.41 FEET;

THENCE N 63°10'37" E CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 510.44 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 340,590 SQUARE FEET, OR 7.819 ACRES, MORE OR LESS.

PARCEL 0014-002

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 5;

THENCE S 02°48'40" W ALONG THE EAST LINE OF SAID SECTION 5, A DISTANCE OF 1576.08 FEET TO A POINT OF INTERSECTION WITH SAID SOUTHERLY RIGHT-OF-WAY LINE OF JUNIPER FLATS ROAD SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE S 02°48'40" W CONTINUING ALONG THE EAST LINE OF SAID SECTION 5, A DISTANCE OF 614.81 FEET;

THENCE S 79°37'41" W, A DISTANCE OF 31.24 FEET;

THENCE N 43°33'58" W, A DISTANCE OF 58.82 FEET;

THENCE N 47°41'48" W, A DISTANCE OF 86.56 FEET;

THENCE N 47°34'25" W, A DISTANCE OF 67.26 FEET;

THENCE N 46°32'33" W, A DISTANCE OF 73.32 FEET;

THENCE N 38°52'19" E, A DISTANCE OF 81.61 FEET;

THENCE N 47°37'35" E, A DISTANCE OF 123.83 FEET;

THENCE N 14°00'00" E, A DISTANCE OF 102.33 FEET;

THENCE N 09°26'36" E, A DISTANCE OF 118.99 FEET TO A POINT OF INTERSECTION WITH SAID SOUTHERLY RIGHT-OF-WAY LINE OF JUNIPER FLATS ROAD, ALSO BEING A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1030.00 FEET AND AN INITIAL RADIAL BEARING OF S 33°18'50" E;

THENCE NORTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE AND SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 05°36'10", AN ARC DISTANCE OF 100.72 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 76,529 SQUARE FEET, OR 1.757 ACRES, MORE OR LESS.

APPROVED BY: Edward D. Hunt

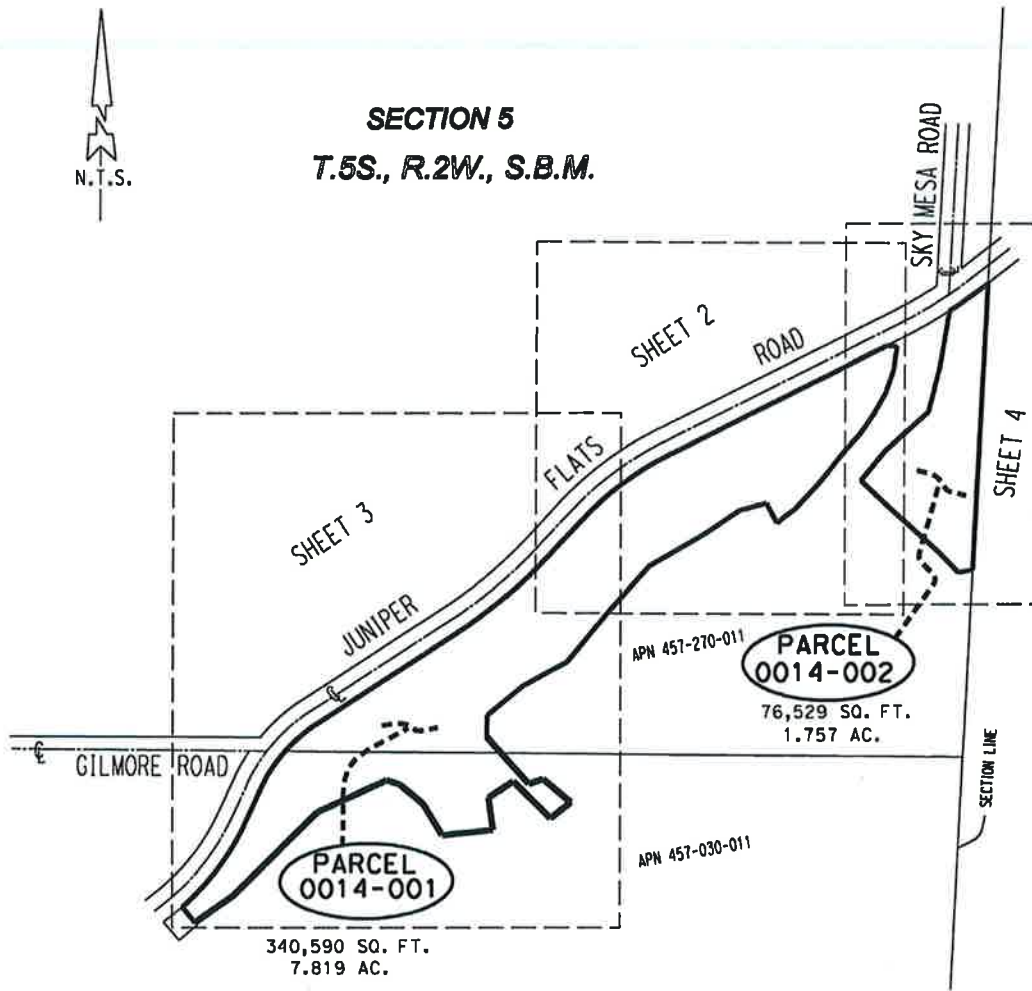
DATE: 8-28-2014



EXHIBIT "B"
CONSERVATION EASEMENT



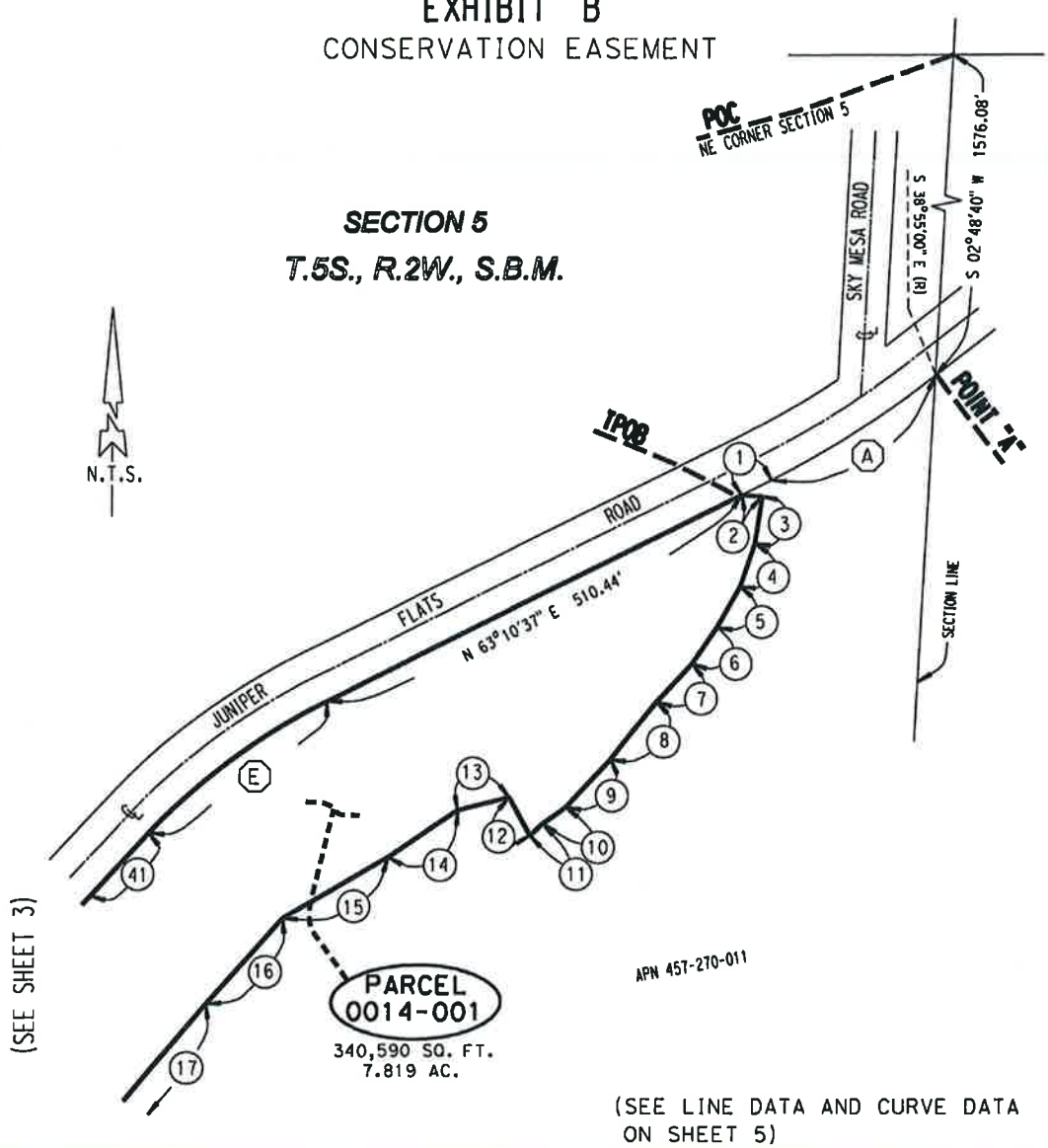
SECTION 5
T.5S., R.2W., S.B.M.



PROJECT: CONSERVATION EASEMENT - JUNIPER FLATS		
PCL No.: 0014-001 & 0014-002	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION	
WO No.: SU10014	ALL DISTANCES SHOWN ARE GROUND DISTANCES.	
SCALE: NTS	THIS PLAT IS AN AID IN LOCATING THE PARCEL DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.	
PREPARED BY: GSE	APPROVED BY: <i>Edward D. Hunt</i> DATE: 8-28-2014	
DATE: AUGUST, 2014		
SHEET 1 OF 5		

EXHIBIT "B"
CONSERVATION EASEMENT

SECTION 5
T.5S., R.2W., S.B.M.

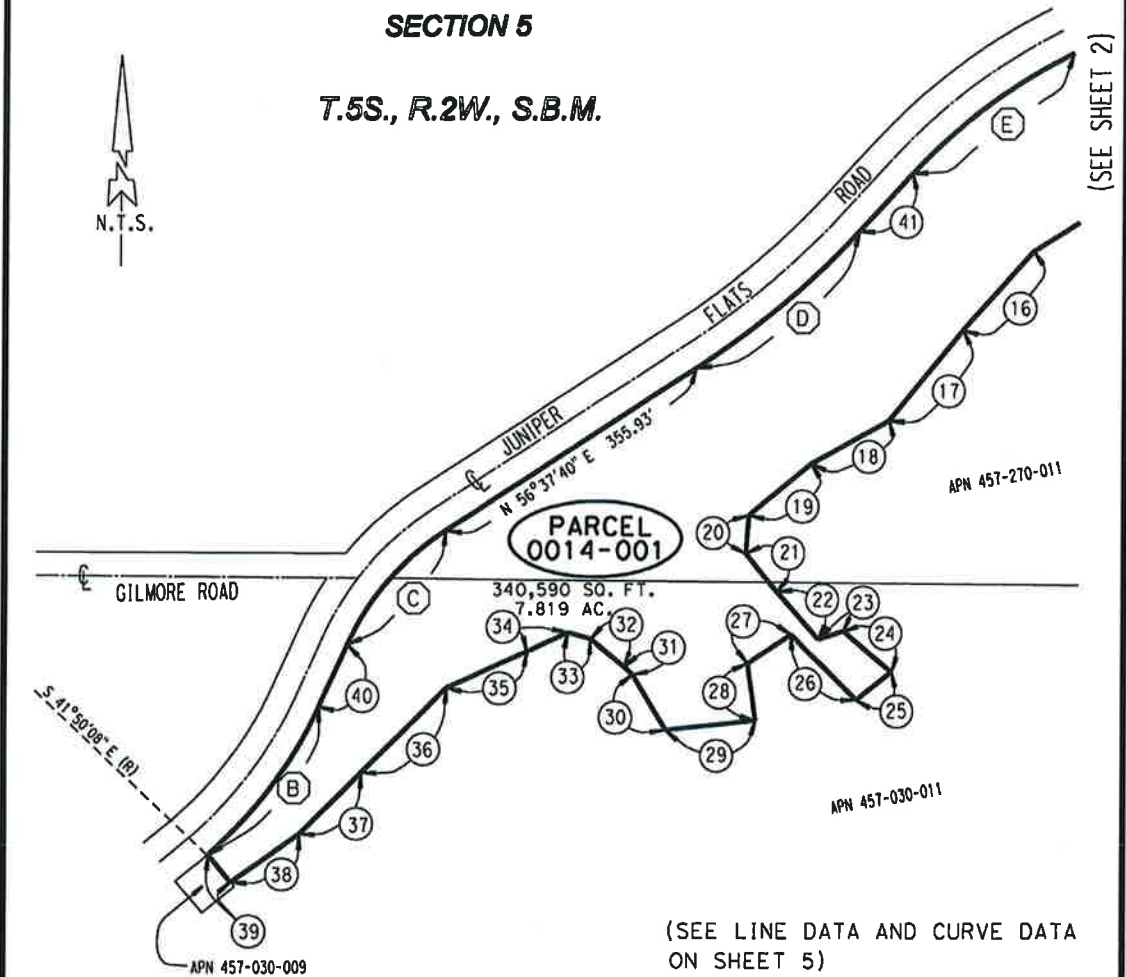


PROJECT: CONSERVATION EASEMENT - JUNIPER FLATS		
PCL No.: 0014-001 & 0014-002	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION	
WO No.: SU10014	ALL DISTANCES SHOWN ARE GROUND DISTANCES.	
SCALE: NTS	THIS PLAT IS AN AID IN LOCATING THE PARCEL DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.	
PREPARED BY: GSE	APPROVED BY: <i>Edward D. Hunt</i> DATE: 8-28-2014	
DATE: AUGUST, 2014		
SHEET 2 OF 5		

EXHIBIT "B"
CONSERVATION EASEMENT

SECTION 5

T.5S., R.2W., S.B.M.



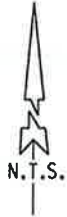
(SEE SHEET 2)

(SEE LINE DATA AND CURVE DATA ON SHEET 5)

PROJECT: CONSERVATION EASEMENT - JUNIPER FLATS		
PCL No.: 0014-001 & 0014-002	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION	
WO No.: SU10014	ALL DISTANCES SHOWN ARE GROUND DISTANCES.	
SCALE: NTS	THIS PLAT IS AN AID IN LOCATING THE PARCEL DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.	
PREPARED BY: GSE	APPROVED BY: <i>Edward D. Hunt</i> DATE: 8-28-2014	
DATE: AUGUST, 2014		
SHEET 3 OF 5		

EXHIBIT "B"
CONSERVATION EASEMENT

SECTION 5
T.5S., R.2W., S.B.M.



LINE DATA

- ④2 S 79°37'41" W 31.24'
- ④3 N 43°33'58" W 58.82'
- ④4 N 47°41'48" W 86.56'
- ④5 N 47°34'25" W 67.26'
- ④6 N 46°32'33" W 73.32'
- ④7 N 38°52'19" E 81.61'
- ④8 N 47°37'35" E 123.83'
- ④9 N 14°00'00" E 102.33'
- ⑤0 N 09°26'36" E 118.99'

CURVE DATA

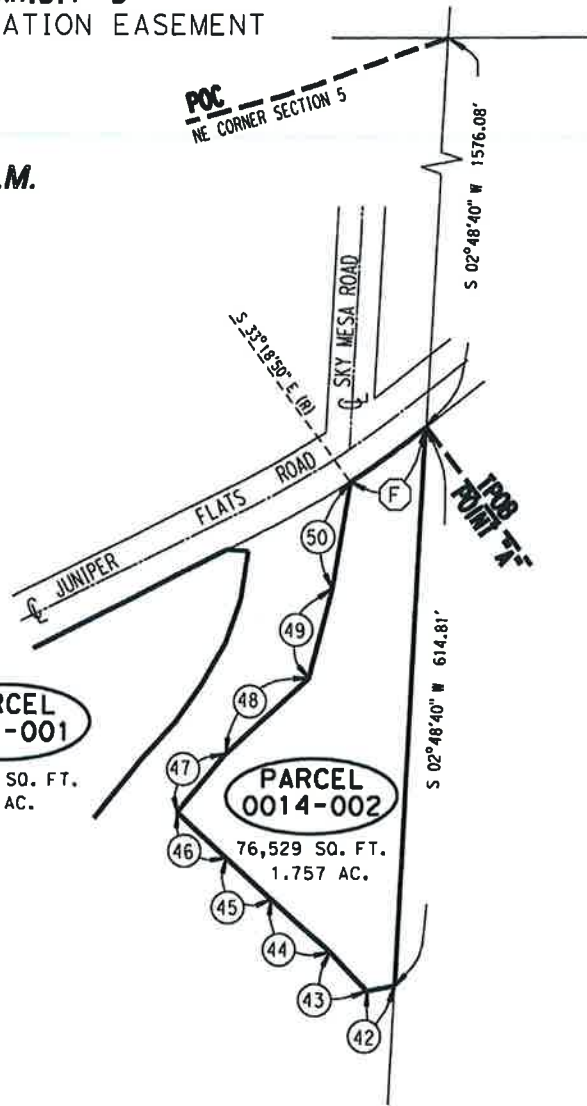
ⓕ $\Delta = 05^{\circ}36'10''$
R = 1030.00'
L = 100.72'

PARCEL
0014-001

340,590 SQ. FT.
7.819 AC.

PARCEL
0014-002

76,529 SQ. FT.
1.757 AC.



PROJECT: **CONSERVATION EASEMENT - JUNIPER FLATS**

PCL No.: 0014-001 & 0014-002

COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT,
SURVEY DIVISION

WO No.: SU10014

ALL DISTANCES SHOWN ARE GROUND DISTANCES.

SCALE: NTS

PREPARED BY: GSE

THIS PLAT IS AN AID IN LOCATING THE PARCEL DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.

DATE: AUGUST, 2014

APPROVED BY: *Edward D. Hunt*

DATE: 8-28-2014

SHEET 4 OF 5

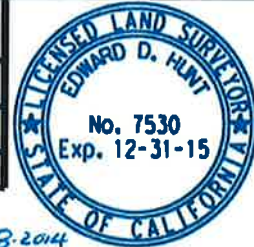


EXHIBIT "B" CONSERVATION EASEMENT

LINE DATA

<p>① S 63°10'37" W 37.23'</p> <p>② S 86°24'01" E 23.18'</p> <p>③ S 08°33'41" W 53.37'</p> <p>④ S 18°59'13" W 50.98'</p> <p>⑤ S 29°22'26" W 52.04'</p> <p>⑥ S 34°02'48" W 49.07'</p> <p>⑦ S 42°41'31" W 56.79'</p> <p>⑧ S 37°56'06" W 82.07'</p> <p>⑨ S 42°30'29" W 72.23'</p> <p>⑩ S 53°57'51" W 31.08'</p> <p>⑪ S 47°21'57" W 18.69'</p> <p>⑫ N 28°22'06" W 48.09'</p> <p>⑬ S 75°40'38" W 58.69'</p> <p>⑭ S 55°54'01" W 92.82'</p> <p>⑮ S 59°20'33" W 133.76'</p> <p>⑯ S 41°09'51" W 126.89'</p> <p>⑰ S 39°17'06" W 141.13'</p> <p>⑱ S 61°02'47" W 106.29'</p> <p>⑲ S 50°11'05" W 97.29'</p> <p>⑳ S 04°14'33" W 46.55'</p> <p>㉑ S 38°46'37" E 58.38'</p> <p>㉒ S 41°05'14" E 75.96'</p> <p>㉓ S 72°08'24" E 32.15'</p> <p>㉔ S 50°00'50" E 75.96'</p>	<p>②⑤ S 51°01'32" W 54.49'</p> <p>②⑥ N 45°09'38" W 111.41'</p> <p>②⑦ S 56°23'44" W 62.03'</p> <p>②⑧ S 07°56'54" E 69.53'</p> <p>②⑨ S 83°50'34" W 107.08'</p> <p>③⑩ N 30°59'07" W 76.89'</p> <p>③① N 46°15'20" W 14.40'</p> <p>③② N 50°07'30" W 52.32'</p> <p>③③ N 74°28'49" W 27.80'</p> <p>③④ S 65°29'23" W 54.15'</p> <p>③⑤ S 65°03'33" W 105.26'</p> <p>③⑥ S 44°33'48" W 144.16'</p> <p>③⑦ S 44°18'16" W 104.05'</p> <p>③⑧ S 53°56'26" W 99.66'</p> <p>③⑨ N 39°34'20" W 43.00'</p> <p>④⑩ N 23°55'40" E 81.93'</p> <p>④① S 42°21'40" E 95.13'</p>
---	---

CURVE DATA

Ⓐ	△ = 12°05'37" R = 1030.00' L = 217.41'
Ⓑ	△ = 24°14'12" R = 530.00' L = 224.20'
Ⓒ	△ = 32°42'00" R = 320.00' L = 182.63'
Ⓓ	△ = 14°16'00" R = 1030.00' L = 256.47'
Ⓔ	△ = 20°48'57" R = 670.00' L = 243.41'

PROJECT: **CONSERVATION EASEMENT - JUNIPER FLATS**

PCL No.: 0014-001 & 0014-002

COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT,
SURVEY DIVISION

WO No.: SU10014

ALL DISTANCES SHOWN ARE GROUND DISTANCES.

SCALE: NTS

PREPARED BY: GSE

THIS PLAT IS AN AID IN LOCATING THE PARCEL DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.

DATE: AUGUST, 2014

APPROVED BY: *Edward D. Hunt*

DATE: 8-29-2014

SHEET 5 OF 5



**JUNIPER FLATS
CONSERVATION
EASEMENT**

Exhibit C



SKY-MESA RD

COUNTY
ACCESS ROAD

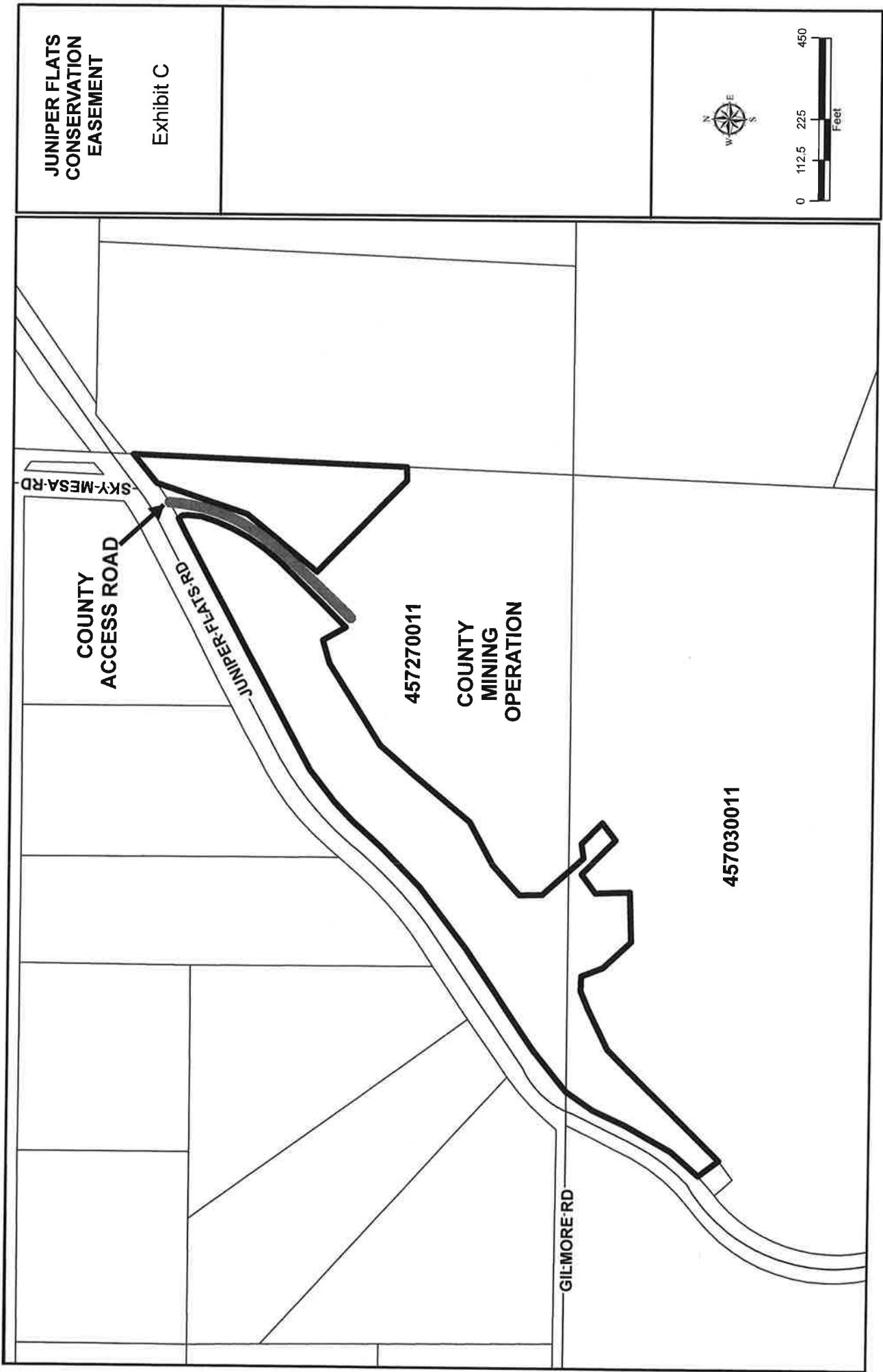
JUNIPER FLATS RD

457270011

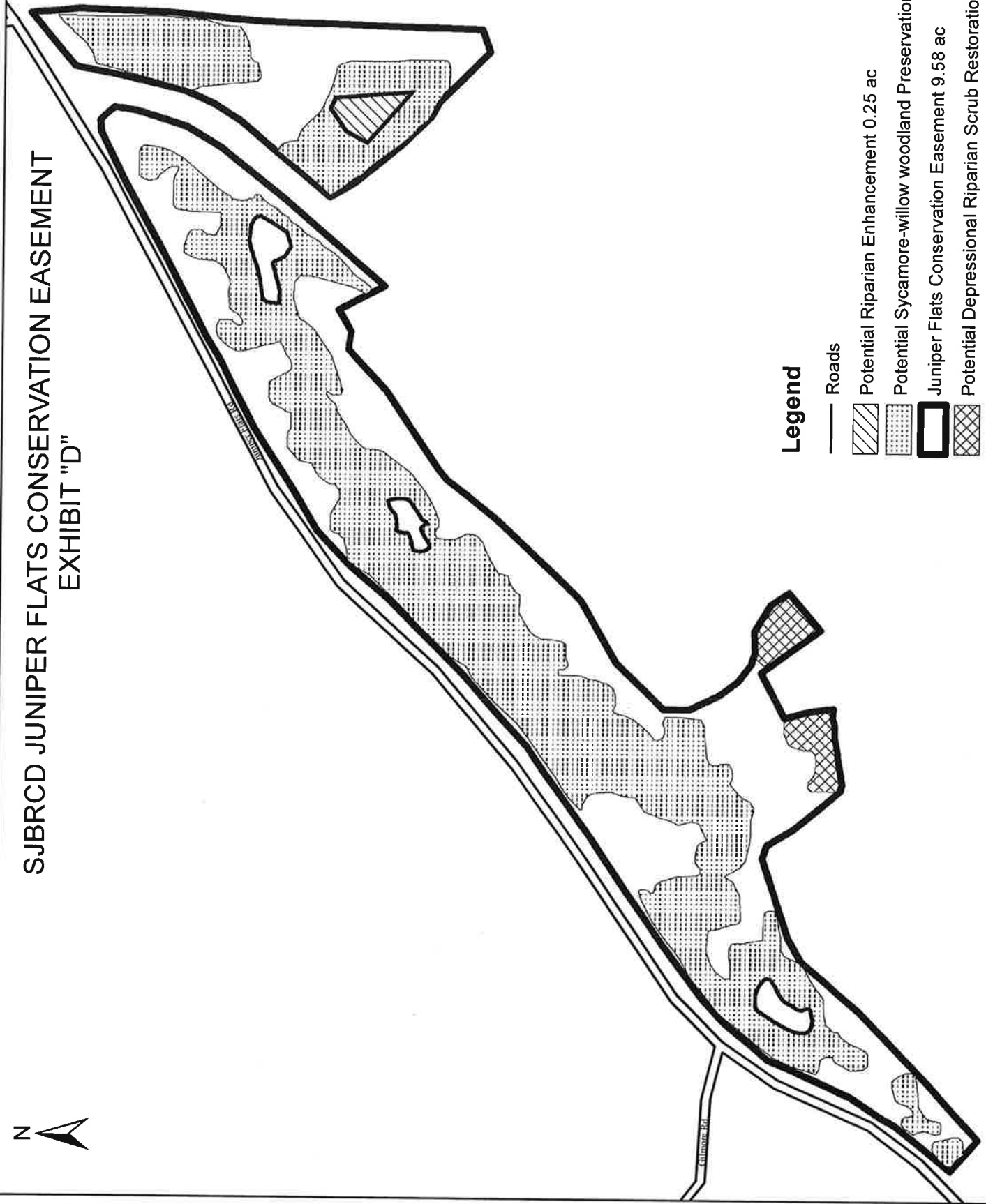
COUNTY
MINING
OPERATION

457030011





GILMORE RD



SJBRCD JUNIPER FLATS CONSERVATION EASEMENT EXHIBIT "D"



Legend

- Roads
-  Potential Riparian Enhancement 0.25 ac
-  Potential Sycamore-willow woodland Preservation 4.83 ac
-  Juniper Flats Conservation Easement 9.58 ac
-  Potential Depressional Riparian Scrub Restoration 0.26 ac

1 Board of Supervisors

County of Riverside

2 RESOLUTION NO. 2015-123

3 A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE
4 AUTHORIZATION TO CONVEY A CONSERVATION EASEMENT INTEREST IN REAL
5 PROPERTY LOCATED IN THE UNINCORPORATED JUNIPER FLATS AREA OF THE COUNTY
6 OF RIVERSIDE, STATE OF CALIFORNIA, OVER PORTIONS OF LAND
7 WITH ASSESSOR'S PARCEL NUMBERS 457-270-011 and 457-030-011
8 TO THE SAN JACINTO BASIN RESOURCE CONSERVATION DISTRICT
9 BY CONSERVATION EASEMENT DEED

10
11 WHEREAS, the County of Riverside ("County") is the owner in fee simple of real property
12 located in the unincorporated Juniper Flats area of the County of Riverside, State of California, containing
13 approximately 9.58 acres of land, designated as portions of Assessor's Parcel Numbers 457-270-011 and
14 457-030-011 ("Property") that has been identified as a viable site for a conservation easement; and

15 WHEREAS, pursuant to Government Code Section 25365, the County may convey an interest in
16 real property belonging to the County to a special district upon such terms and conditions as are agreed
17 upon between the parties and without complying with any other provisions of the Government Code, if
18 the property to be conveyed is not presently required for County use; and

19 WHEREAS, while the Property is adjacent to County owned property that is currently used as a
20 surface mine for sand and gravel for the County Transportation Department purposes, this Property is not
21 being used and is not presently required for County uses; and

22 WHEREAS, the San Jacinto Basin Resource Conservation District ("SJBRC") desires to acquire
23 from the County and the County desires to convey a conservation easement interest in the Property; and

24 WHEREAS, the County has reviewed and determined that the conveyance of the Property as
25 being categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to State
26 CEQA Guidelines Section 15325 subsections (a) and (c) as the proposed conveyance will preserve the
27 natural condition of the Property and allow for restoration of the natural condition of a portion of the
28 Property; now, therefore,

FORM APPROVED COUNTY COUNSEL
BY: *Synthia M. Gunzel* 6-4-15
DATE
SYNTHIA M. GUNZEL

1 BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Supervisors of the County
2 of Riverside, California, ("Board") in regular session assembled on or after June 16, 2015, at 9:00 am or
3 soon thereafter, in the meeting room of the Board of Supervisors located on the 1st floor of the County
4 Administrative Center, 4080 Lemon Street, Riverside, California, that the Board, based upon a review of
5 the evidence and information presented on the matter, as it relates to the conveyance has determined that
6 the proposed conveyance is categorically exempt from CEQA pursuant to CEQA Guidelines Section
7 15325(a) and (c) because this conveyance will preserve and allow for the restoration of the natural
8 condition of this Property.

9 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Board authorizes the
10 conveyance of a conservation easement interests in real property by Conservation Easement Deed to the
11 San Jacinto Basin Resource Conservation District of the following described real property and pursuant to
12 the following additional terms and conditions: County to convey to SBJRCD a conservation easement
13 over portions of land identified with Assessor's Parcel Numbers 457-270-011 and 457-030-011,
14 consisting of approximately 9.58 acres of vacant land as shown on Exhibit "A", attached hereto and by
15 this reference incorporated herein. The County and SBJRCD will consummate the conveyance when
16 approved by both parties and SBJRCD pays to the County the consideration of Nine Thousand Even
17 Dollars (\$9,000) for the conservation easement interest plus costs of approximately Thirty-One Thousand
18 and Eight Hundred Even Dollars (\$31,800) prior to recordation of the conservation easement deed.

19 BE IT FURTHER RESOLVED AND DETERMINED that the Chairman of the Board is
20 authorized to execute the Conservation Easement Deed and any documents necessary to complete the
21 conveyance of real property and this transaction.

22 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Board authorizes that
23 the proceeds received from the conveyance to be deposited into the Riverside County Transportation
24 Department's account.

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

EXHIBIT A



Legend:

SJBRCDC Conservation Easement Boundary =	0.41ac (GLA)
Riversidean Sage Scrub =	1.37ac (GLA)
Sycamore-Elderberry Woodland =	2.46ac (GLA)
Transitional Riparian Scrub =	4.83ac (SJB)
Potential Sycamore-Willow Woodland Preservation =	.26ac (SJB)
Potential Depressional Riparian Scrub Restoration =	.25ac (SJB)
Potential Riparian Enhancement =	9.58ac



1" = Approx. 300'

NOTICE OF EXEMPTION

May 15, 2015

PROJECT TITLE: Conveyance and Establishment of a Conservation Easement for enhancement of a streambed in favor of the San Jacinto Basin Resource Conservation District Work Order #ZSU 10014, Task Code #Z 1610

PROJECT SPONSOR: Riverside County Transportation Department

PROJECT LOCATION: On a portion of County owned land along Juniper Flats Road

SUPERVISORIAL DISTRICT: Fifth Supervisorial District

BACKGROUND:

The County of Riverside, on behalf of its Transportation Department, ("County") owns property along Juniper Flats Road in the Homeland area, located north of State Route 74, east of Meniffee Road and west of Warren Road, identified with Assessors' Parcel Numbers 457-270-011 and 457-030-011 as shown Exhibit 1. The property consists of a borrow site for sand and gravel extraction and an unnamed ephemeral drainage area that is not used or needed for the borrow site operations. The sand and gravel removed is used in maintenance of County roads in the area. The drainage is located between the sand and gravel operation and Juniper Flats Road, and is not within the sand and gravel extraction area.

The drainage area contains non-native and native vegetation, including sycamore, willows and multiple species of non-native plants. The drainage is suitable for use as a mitigation site to fulfill permitting requirements. In order to be accepted as a mitigation site by the regulatory permitting agencies, a conservation easement must be in place. The Conservation Easement ("CE") would provide for preservation of the drainage. The site would be returned to natural conditions as a result of implementation of the restoration.

The County may convey a CE to a special district, if the property to be conveyed is not presently required for County use. The drainage is not a part of the sand and gravel operation and is suitable for any purpose other than drainage and open space. The San Jacinto Basin Resource Conservation District (District) is a special district authorized to hold CE's pursuant to Public Resources Code sections 9405 and 9406 and Civil Code Section 815.3. The District has agreed to accept the CE from the County and to be responsible for restoration of the site and ongoing maintenance.

PROJECT DESCRIPTION:

The drainage area will be restored by removal of non-native plants, planting of natives (which may require temporary irrigation) debris removal and other associated activities that enhance the habitat, such as herbicide application by licensed applicators, fencing or signage as necessary. Implementation of the restoration may occur at one time or in stages. The District will monitor the success of the restoration effort and provide reporting to the County and to the permitting agencies.

The CE is proposed on a 9.58 acre portion of two parcels as shown on Exhibit 2. The District will perform different types of management for each category of habitat as shown on Exhibit 2, which is based on the vegetation, soils, site conditions and potential for success of restoration.

The acreage and type of restoration is as follows:

- 0.41 acres Riversidean Sage Scrub
 - 1.37 acres Sycamore/Elderberry Woodland
 - 2.46 acres Transitional Riparian Scrub
- Total of 4.24 acres to be assigned by the District as mitigation for one or more projects.

- 4.83 acres Potential Sycamore-Willow Woodland Preservation
 - 0.26 acres Potential Depressional Riparian Scrub Restoration
 - 0.25 acres Potential Riparian Enhancement
- Total of 5.34 acres to be assigned by the County in cooperation with the District as mitigation for one or more projects.

Restoration of the drainage area is compatible with the existing land uses in the area, which are large lot rural residential, a private sand and gravel operation south of the County's borrow site, and a pet hotel. The majority of the work effort will be completed with hand tools and will not be visually obtrusive. The removal of exotic vegetation and planting of native vegetation will not impact area residents because any vegetation removal will be of short duration and will occur in conformance with requirements of the environmental permitting agencies. The preservation and restoration of the drainage will enhance the ecosystem and the local watershed, and provide improved habitat for riparian plants and animals.

The Riverside County Transportation Department Staff conducted a review of the above referenced project and has determined that the proposed conveyance qualifies for a Categorical Exemption pursuant to the California Environmental Quality Act (CEQA) Guidelines.

The Riverside County Transportation Department has found that the above-described project is exempt from the provisions of the California Environmental Quality Act (CEQA), based on the following:

California Environmental Quality Act Guidelines, Section 15325 subsection (a) Acquisition, sale, or other transfer of areas to preserve the existing natural conditions, including plant or animal habitats; and subsection (c) Acquisition, sale, or other transfer to allow restoration of natural conditions, including plant or animal habitats.

By: Mary Zambon, Senior Transportation Planner

Signed: 
Russell Williams, Environmental Division Manager

**RIVERSIDE COUNTY CLERK & RECORDER
AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

-TO BE FILLED IN BY SUBMITTING AGENCY-

AUTHORIZATION NUMBER: W.O.#Z SU10014C , Task Code Z1610
537280-20000-3130100000 ZSU10014C Z1610

AMOUNT: \$50.00

DATE: June 16, 2015

AGENCY: Riverside County Transportation Department

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO ISSUE A VOUCHER FOR PAYMENT OF ALL FILING AND HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: Russell Williams, Environmental Division Manager

Signature: 

PRESENTED BY: Mary Zambon, Senior Transportation Planner

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: _____

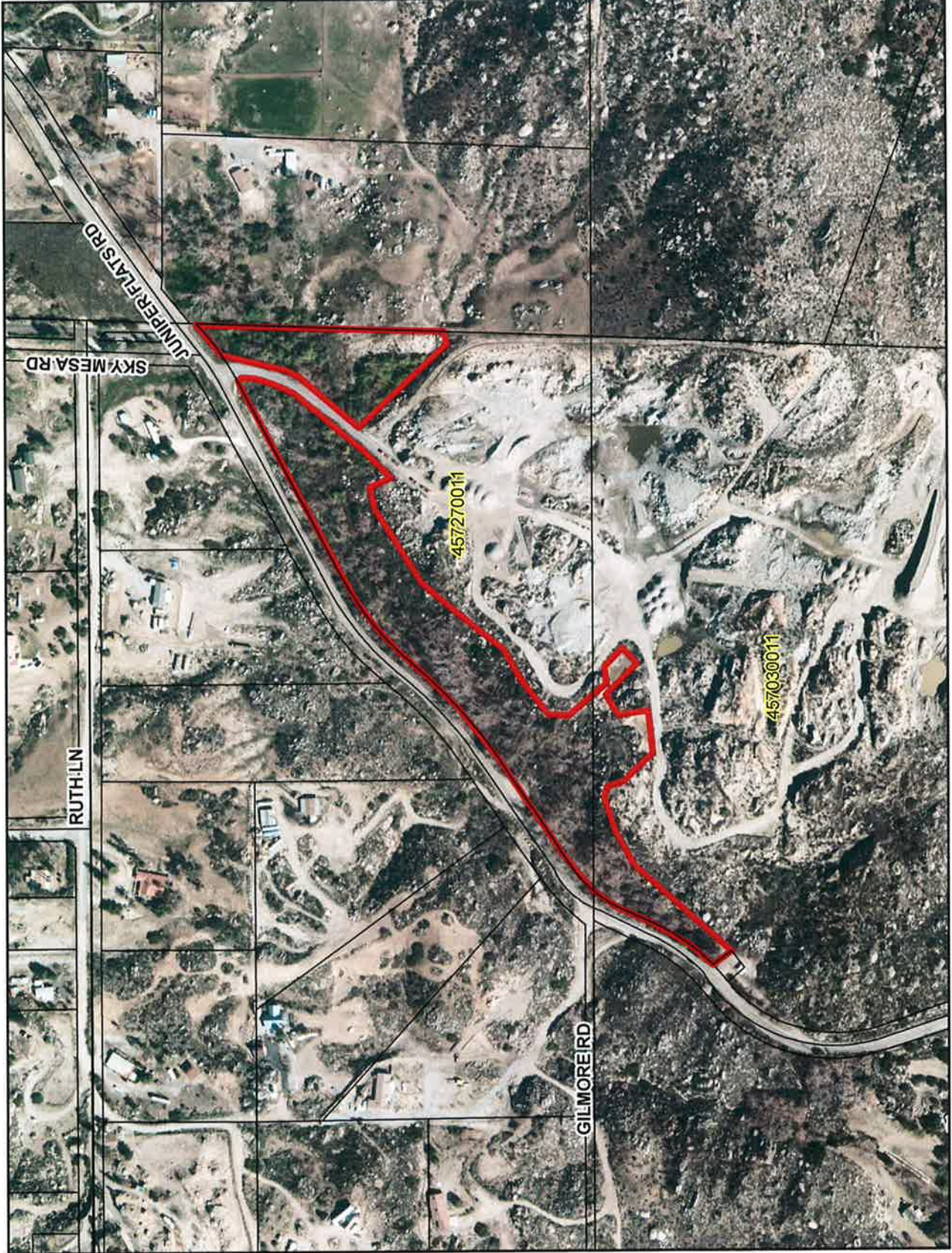
DATE: _____

RECEIPT # (S) _____

EXHIBIT 1

JUNIPER FLATS
CONSERVATION
EASEMENT

2011 Aerial Photo



Disclaimer: Maps and data are to be used for reference purposes only. Map accuracy is not guaranteed. The City of Riverside makes no warranty or guarantee in the content of this map. Any use of this product without proper training and permission shall be the user's responsibility.

EXHIBIT 2



Legend:

SIB/CD Conservation Easement Boundary =	0.41ac (GLA)
Riversidean Sage Scrub =	1.37ac (GLA)
Sycamore-Elderberry Woodland =	2.46ac (GLA)
Transitional Riparian Scrub =	4.83ac (SJB)
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Potential Depressional Riparian Scrub Restoration =	.25ac (SJB)
Potential Riparian Enhancement =	9.58ac



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