

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRIAMOS
 DATE: 9/27/14

**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

Departmental Concurrence

(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 FLOOD CONTROL AND WATER CONSERVATION DISTRICT

On motion of Supervisor Jeffries, seconded by Supervisor Tavaglione and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Stone and Ashley
 Nays: None
 Absent: Benoit
 Date: October 28, 2014
 xc: Flood Recorder

Kecia Harper-Ihem
 Clerk of the Board,
 By: *Kecia Harper-Ihem*
 Deputy

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

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

11-2

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

FORM 11: Adopt Resolution No. F2014-34 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 dispose 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

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* DATE: *9-18-14*
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 1st 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

2
3 **RESOLUTION NO. F2014-34**

4 **AUTHORIZATION TO EXCHANGE FEE AND EASEMENT INTERESTS IN REAL PROPERTY**
5 **PORTIONS WITH ASSESSOR'S PARCEL NUMBERS 283-060-028 AND 283-060-029, RCFC**
6 **PARCEL NOS. 2493-2B BY GRANT DEED AND 2493-2D BY EASEMENT DEED**
7 **TO LEE LAKE WATER DISTRICT FOR ACQUISITION OF EASEMENT INTERESTS IN**
8 **REAL PROPERTY WITH ASSESSOR'S PARCEL NUMBER 283-060-013, RCFC PARCEL**
9 **NOS. 2493-1 BY EASEMENT DEED AND 2493-1T RIGHT OF ENTRY AND TEMPORARY**
10 **CONSTRUCTION EASEMENT AGREEMENT FROM THE LEE LAKE WATER DISTRICT,**
11 **ALL SAID PROPERTIES LOCATED IN THE UNINCORPORATED AREA OF THE**
12 **TEMESCAL CREEK – FOSTER ROAD STORM DRAIN, STAGE 1**
13 **PROJECT NO. 2-0-00493**

14
15
16 ADOPTED by Riverside County Board of Supervisors on October 28, 2014


17
18 **ROLL CALL:**

19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557
558
559
560
561
562
563
564
565
566
567
568
569
570
571
572
573
574
575
576
577
578
579
580
581
582
583
584
585
586
587
588
589
590
591
592
593
594
595
596
597
598
599
600
601
602
603
604
605
606
607
608
609
610
611
612
613
614
615
616
617
618
619
620
621
622
623
624
625
626
627
628
629
630
631
632
633
634
635
636
637
638
639
640
641
642
643
644
645
646
647
648
649
650
651
652
653
654
655
656
657
658
659
660
661
662
663
664
665
666
667
668
669
670
671
672
673
674
675
676
677
678
679
680
681
682
683
684
685
686
687
688
689
690
691
692
693
694
695
696
697
698
699
700
701
702
703
704
705
706
707
708
709
710
711
712
713
714
715
716
717
718
719
720
721
722
723
724
725
726
727
728
729
730
731
732
733
734
735
736
737
738
739
740
741
742
743
744
745
746
747
748
749
750
751
752
753
754
755
756
757
758
759
760
761
762
763
764
765
766
767
768
769
770
771
772
773
774
775
776
777
778
779
780
781
782
783
784
785
786
787
788
789
790
791
792
793
794
795
796
797
798
799
800
801
802
803
804
805
806
807
808
809
810
811
812
813
814
815
816
817
818
819
820
821
822
823
824
825
826
827
828
829
830
831
832
833
834
835
836
837
838
839
840
841
842
843
844
845
846
847
848
849
850
851
852
853
854
855
856
857
858
859
860
861
862
863
864
865
866
867
868
869
870
871
872
873
874
875
876
877
878
879
880
881
882
883
884
885
886
887
888
889
890
891
892
893
894
895
896
897
898
899
900
901
902
903
904
905
906
907
908
909
910
911
912
913
914
915
916
917
918
919
920
921
922
923
924
925
926
927
928
929
930
931
932
933
934
935
936
937
938
939
940
941
942
943
944
945
946
947
948
949
950
951
952
953
954
955
956
957
958
959
960
961
962
963
964
965
966
967
968
969
970
971
972
973
974
975
976
977
978
979
980
981
982
983
984
985
986
987
988
989
990
991
992
993
994
995
996
997
998
999
1000

Ayes: Jeffries, Tavaglione, Stone and Ashley
Nays: None
Absent: Benoit

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set forth.

KECIA HARPER-IHEM, Clerk of said Board

By: 
Deputy

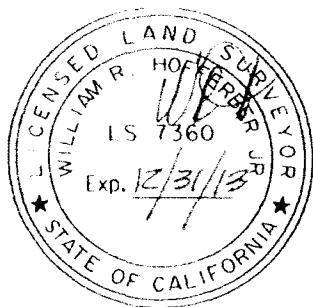
EXHIBITS

“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.

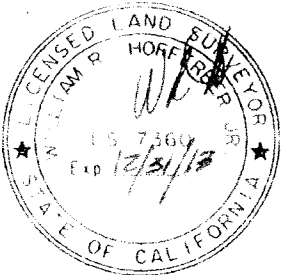
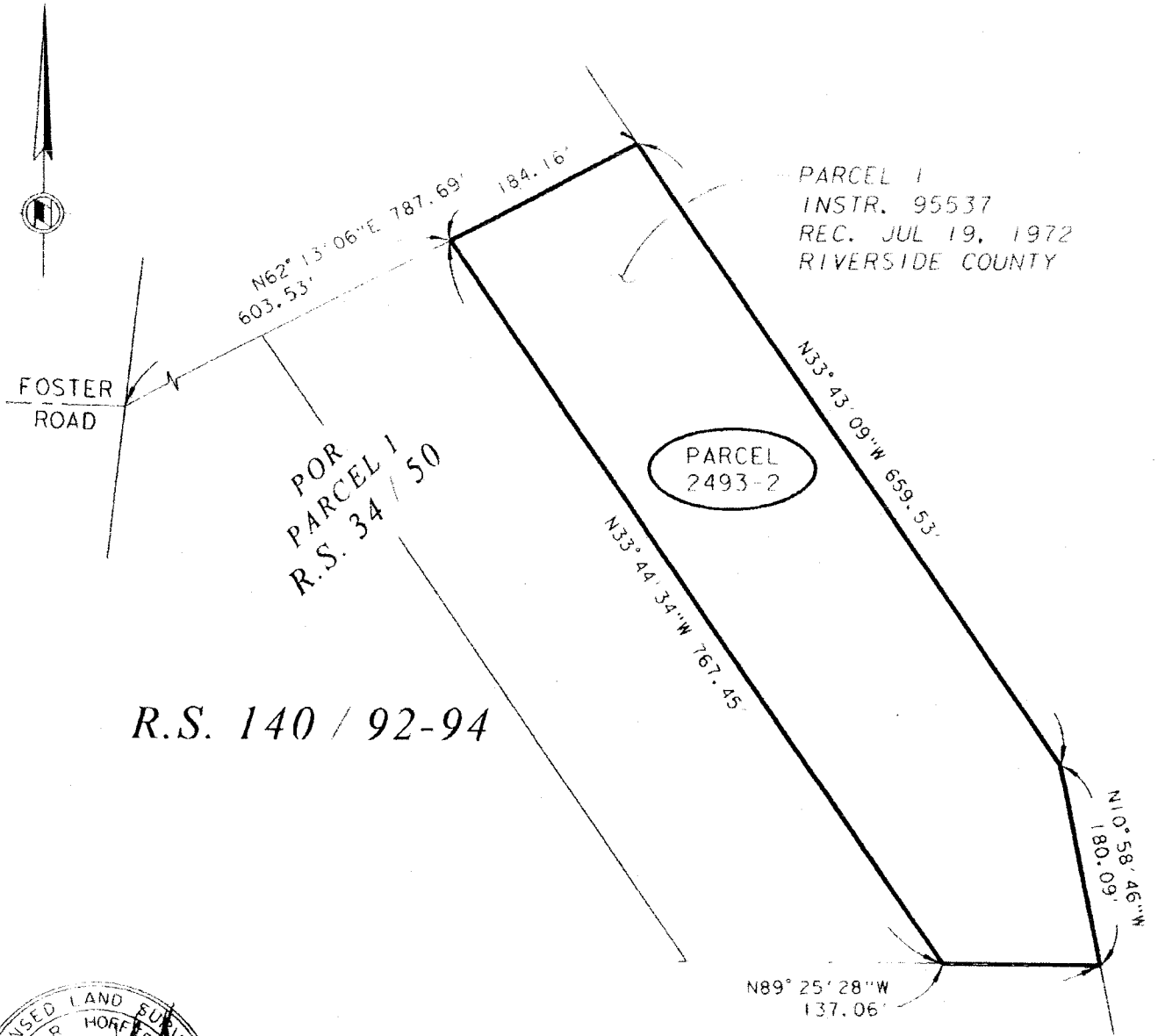
Land Surveyor No. 7360

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.



William R. Hoff
 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.

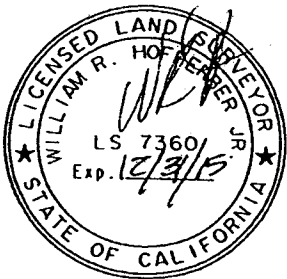
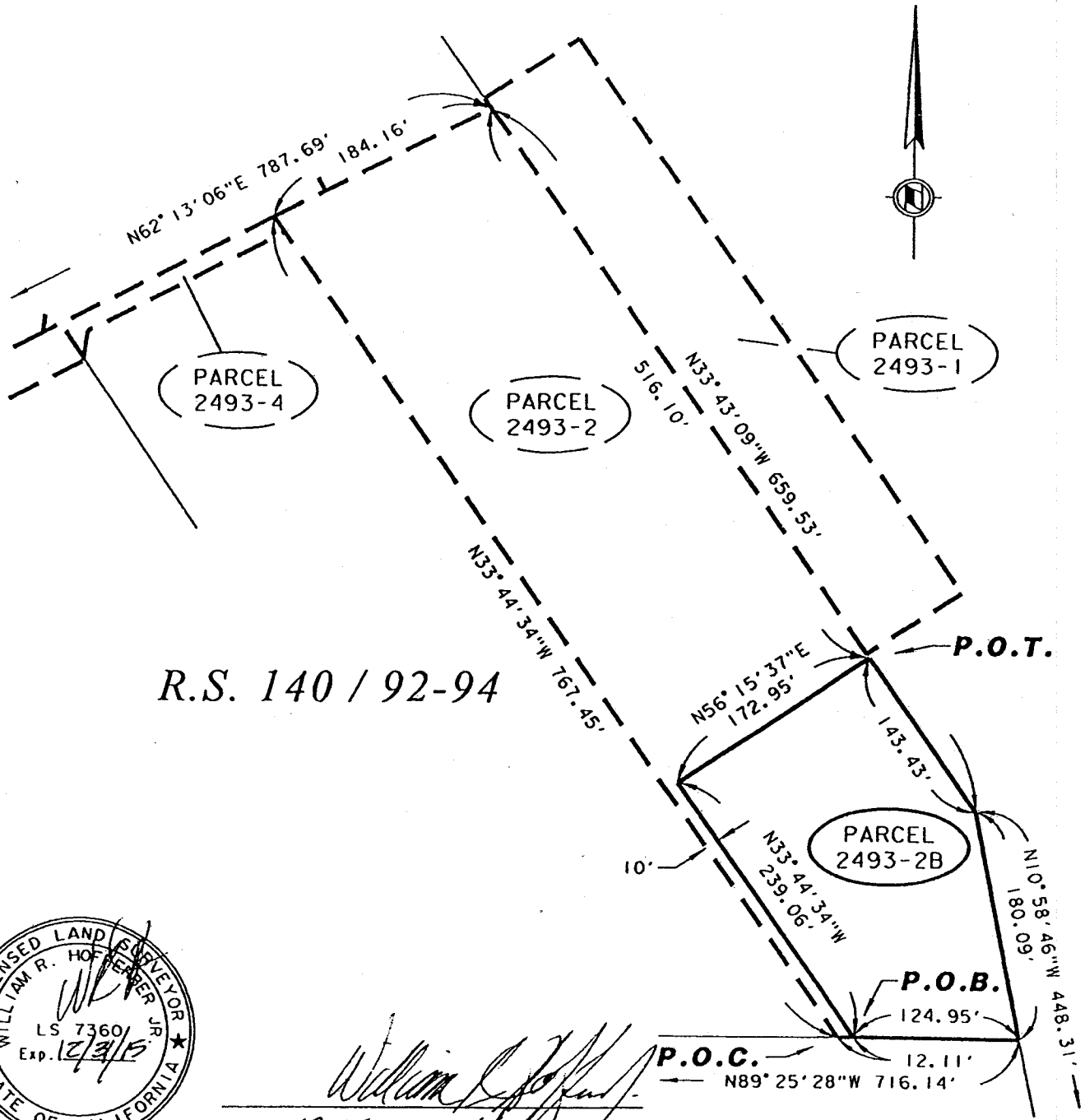



WILLIAM R. HOFFERBER JR.

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.



William R. Hoffman
 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 "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.

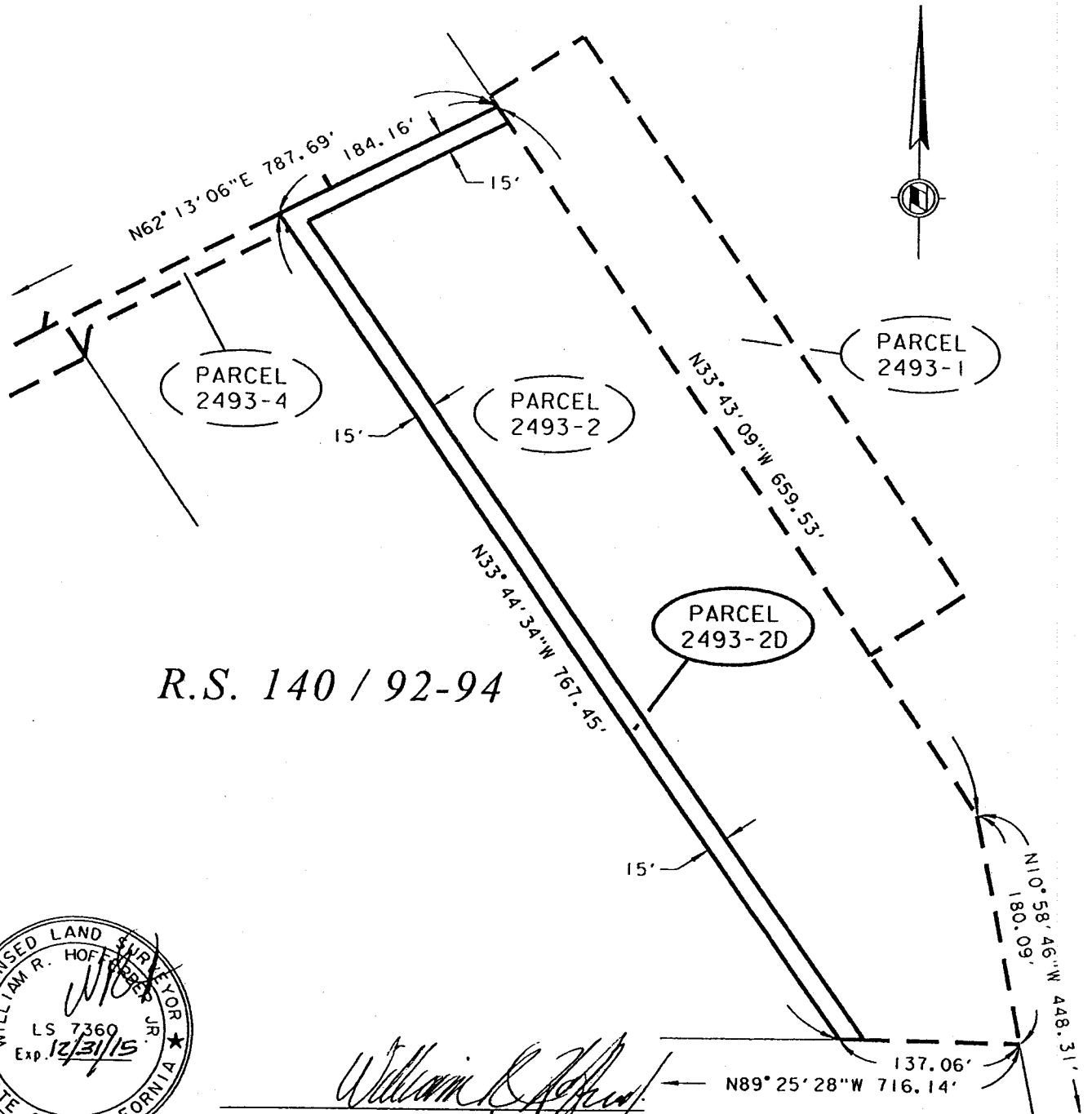



WILLIAM R. HOFFERBER JR.

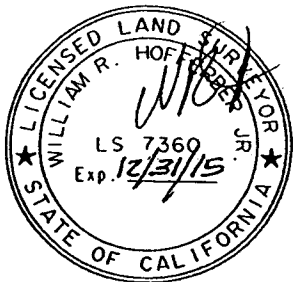
Land Surveyor No. 7360
Signed For: Riverside County Flood Control
and Water Conservation District

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. 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

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.

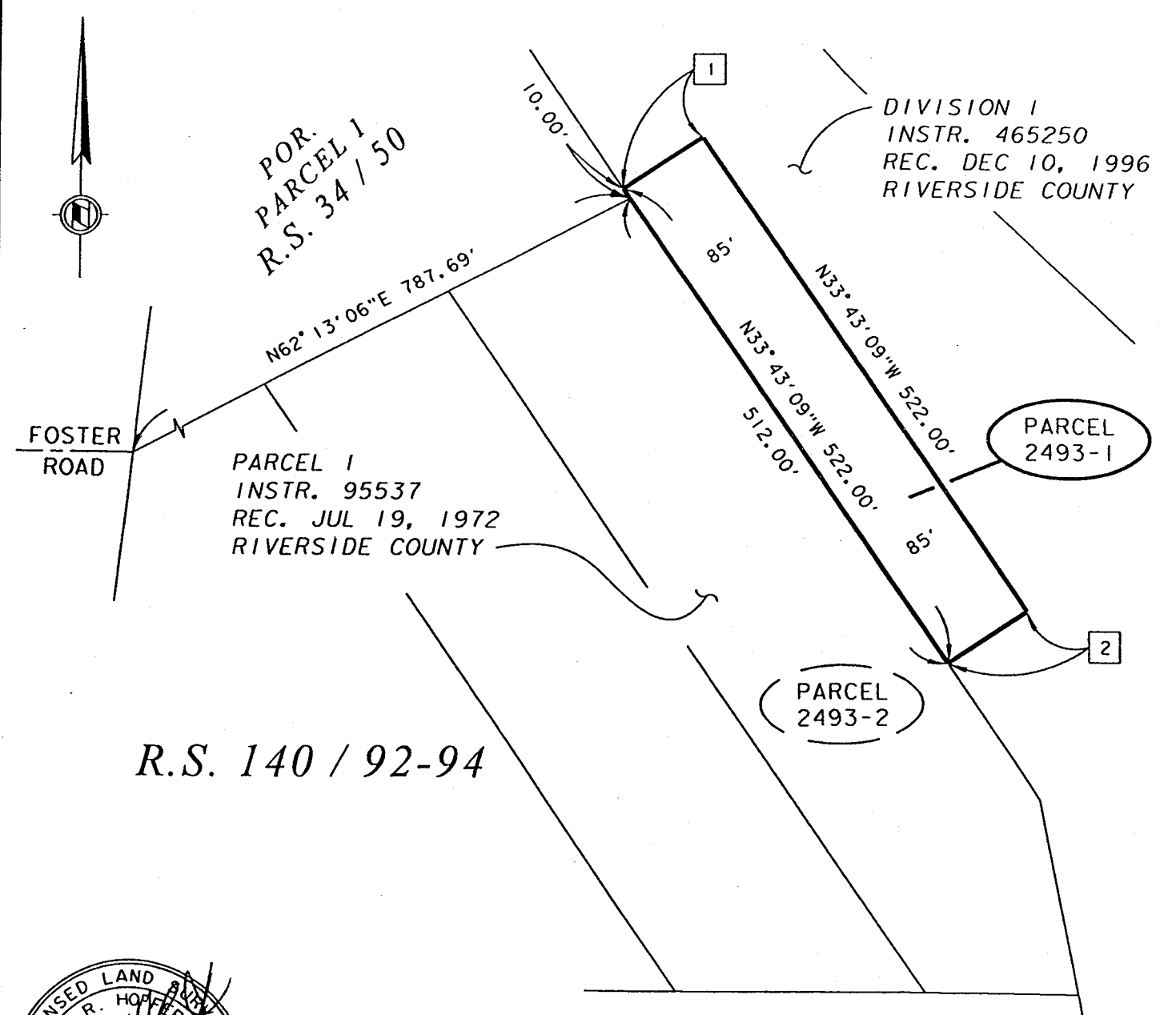
WILLIAM R. HOFFERBER JR.

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.



POR.
PARCEL 1
R.S. 34 / 50

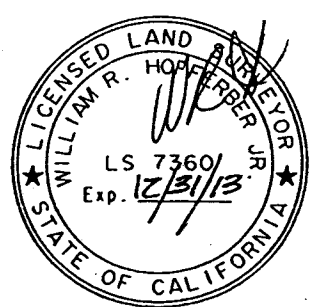
DIVISION 1
INSTR. 465250
REC. DEC 10, 1996
RIVERSIDE COUNTY

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

PARCEL
2493-1

PARCEL
2493-2

R.S. 140 / 92-94



William R. Hopper
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	RCFC PARCEL NUMBER(S):	SCALE:	PREPARED BY:
	2493-1	NO SCALE	DAB
		SHEET NO.	

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.



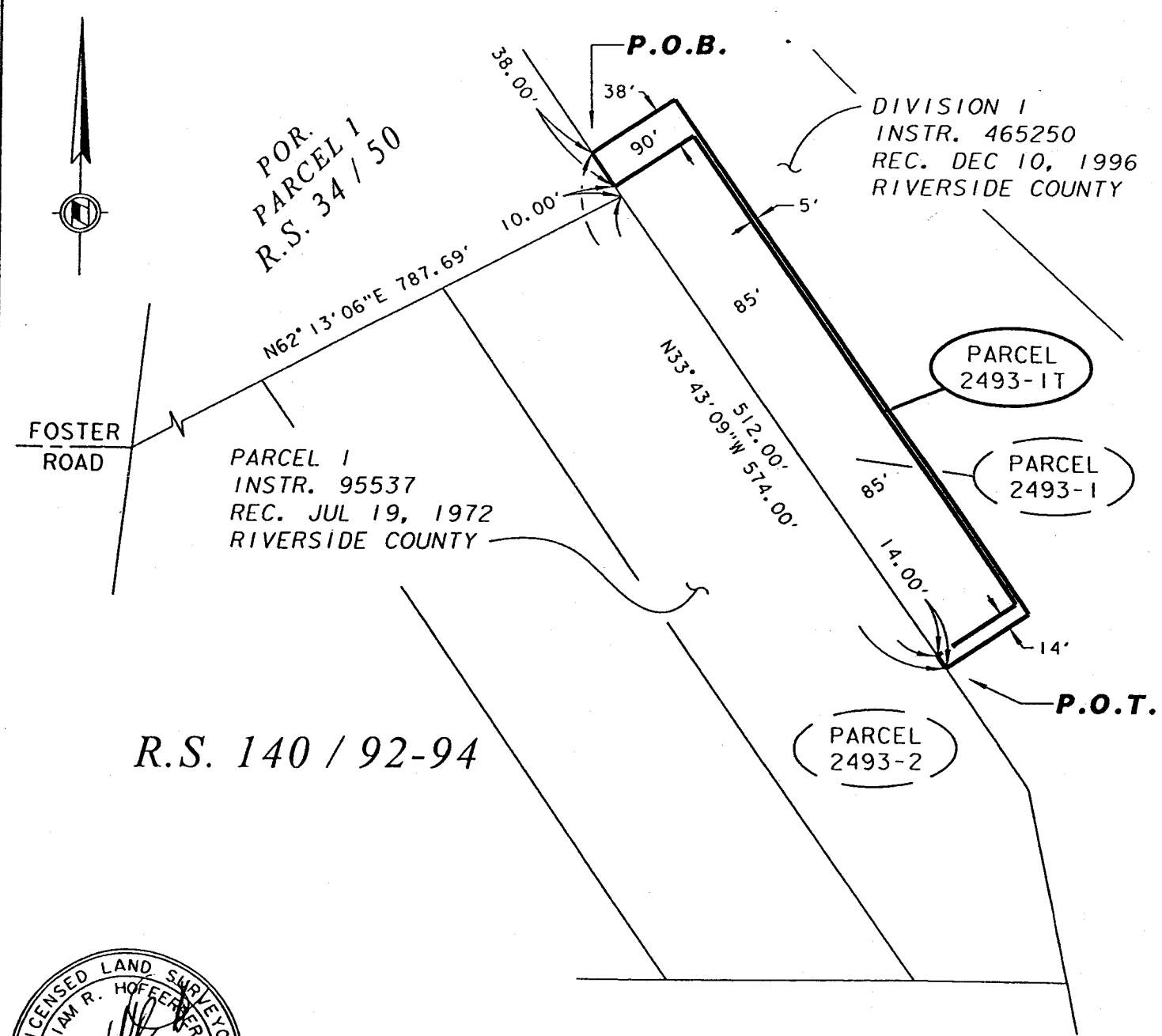

WILLIAM R. HOFFERBER JR.

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.



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	RCFC PARCEL NUMBER(S): 2493-1T	SCALE: NO SCALE	PREPARED BY: DAB
			SHEET NO.

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

Original Negative Declaration/Notice of
 Determination was routed to County
 Clerks for posting on.

Lead Agency (if different from above): 10/29/14 kb
 Date Initial

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 herein). 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 28, 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]
 Signature (Public Agency)

Board Assistant
 Title

10/28/14
 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.

OCT 28 2014 11-2

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):

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

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

7 THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY,
8 ("Agreement"), is entered into this 28th day of October, 2014 by and between the
9 RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a
10 body politic, (hereinafter called "DISTRICT" or "BUYER") and LEE LAKE WATER
DISTRICT, a California Water District (hereinafter called "SELLER") for acquisition by
BUYER from SELLER of certain real property interests for the Temescal Creek - Foster Road
Storm Drain, Stage 1 (hereinafter called "PROJECT").

11 **RECITALS**

- 12
13 A. SELLER is the owner of certain real property located in the City of Corona, County of
14 Riverside, State of California, consisting of approximately 16.06 acres of land, with
15 Assessor's Parcel No. 283-060-013, and the related improvements, appurtenances and
16 certain related personal and intangible property ("SELLER'S PROPERTY").
B. SELLER desires to sell and BUYER desires to purchase easement interests in the
SELLER'S PROPERTY as specifically described herein.

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

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

- 22 A. An exclusive permanent easement which affects a section of land that will
23 hereinafter be referred to as "Parcel 2493-1". Said section of land contains
24 approximately 1.02 acres.
25 B. A twelve (12) month temporary construction easement (TCE) which affects a
26 section of land that will hereinafter be referred to as "Parcel 2493-1T".

27 Said above-listed easement interests in real property will hereinafter be collectively
28 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:

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

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

26 3. TEMPORARY CONSTRUCTION EASEMENT. At least forty-eight (48) hours prior
27 written or oral notice shall be given to SELLER before DISTRICT initially enters upon
28 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.

- 1 D. Delivery of Documents to BUYER and SELLER. Deliver to BUYER any
 2 other documents (or copies thereof) deposited into Escrow by SELLER.
 3 Deliver to SELLER any other documents (or copies thereof) deposited into
 4 Escrow by BUYER.
- 5 E. Time Limits: All time limits within which any matter herein specified is to be
 6 performed may be extended by mutual agreement of the parties hereto. Any
 7 amendment of, or supplement to, any instructions must be in writing.
- 8 6. TITLE AND TITLE INSURANCE. Upon the Opening of Escrow, Lawyers Title
 9 Insurance Company (the "Escrow Holder") shall obtain and issue a title commitment for
 10 the Property. Escrow Holder will also request two copies each of all instruments
 11 identified as exceptions on said title commitment. Upon receipt of the foregoing,
 12 Escrow Holder will deliver these instruments and the title commitment to BUYER and
 13 SELLER. Escrow Holder will insure BUYER'S easement title to the Property, which is
 14 described above in Section 1, at the Close of Escrow by a CLTA Owner's Standard
 15 Coverage Policy of Title Insurance in the amount of the Purchase Price ("Policy").
 16 BUYER shall pay for the cost of the Policy. The Policy provided for pursuant to this
 17 Section 6 will insure BUYER'S interest in the Property free and clear of all monetary
 18 liens, monetary encumbrances and other exceptions to good and clear title, subject only
 19 to the following permitted conditions of title ("Permitted Title Exceptions"):
- 20 A. The applicable zoning, building and development regulations of any
 21 municipality, county, state or federal jurisdiction affecting the Property.
- 22 B. Those non-monetary exceptions not objected to by BUYER within ten (10)
 23 business days after the date BUYER receives the title commitment and legible
 24 copies of all instruments noted as exceptions therein. If BUYER
 25 "unconditionally disapproves" any such exceptions Escrow will thereupon
 26 terminate, all funds deposited therein will be refunded to BUYER (less
 27 BUYER'S share of escrow cancellation charges) and this Agreement will be in
 28 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
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
7. POSSESSION OF PROPERTY. It is mutually understood and agreed by and between the parties hereto that the right of possession and use of the Property by BUYER, including the right to remove and dispose of improvements, shall commence upon the execution of this Agreement by all parties.
8. WARRANTIES AND REPRESENTATIONS OF SELLER. SELLER makes the following representations and warranties:
- A. To the best of SELLER'S knowledge, there are no actions, suits, material claims, legal proceedings or any other proceedings affecting the Property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign.
- B. To the best of SELLER'S knowledge, there are no encroachments onto the Property by improvements on any adjoining property, nor do any buildings or improvements on the Property encroach onto other properties.
- C. Until the Close of Escrow, SELLER shall maintain the Property in good condition and state of repair and maintenance, and shall perform all of its obligations under any service contracts or other contracts affecting the Property.
- D. SELLER has good and marketable title to the Property. SELLER has no actual knowledge of any unrecorded or undisclosed legal or equitable interest in the Property owned or claimed by anyone other than SELLER. SELLER has no knowledge that anyone will, at the Closing, have any right to possession of the Property, except as disclosed by this Agreement or otherwise in writing to BUYER. There are no unsatisfied mechanics' or materialmen's lien rights on the Property. No assessment lien or bond encumbers the Property, and no governmental authority has undertaken any action that could give rise to an assessment lien affecting the Property and shall not do anything that would impair SELLER'S title to any of the Property.
- 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.

1
2 SELLER'S Closing Conditions are solely for SELLER'S benefit and any or all
3 may be waived in writing by SELLER in whole or in part without prior notice.

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

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

12 A. SELLER shall pay or be charged:

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

18 B. BUYER shall pay or be charged:

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

24 C. Prorations. All receipts and disbursements of the Property will be prorated as of
25 11:59 p.m. on the day immediately preceding the Closing Date and the Purchase
26 Price will be adjusted on the following basis:

- 27 1) Tax Exempt Agency. All parties hereto acknowledge that the BUYER
28 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

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

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

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

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

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

24 14. DISTRICT REPRESENTATIVE. The General Manager-Chief Engineer, or his
25 designee, serves as the representative on behalf of BUYER for the purpose of
26 administering and performing administrative or ministerial actions necessary to
27 complete this transaction, including executing any other related escrow forms or
28 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
 22646 Temescal Canyon Road
 Corona, CA 92883-4106

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

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

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

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
 21 with California Government Code Sections 8589.3-8589.4 and 51183.5 and
 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
 24 have, in addition to all rights available at law or equity, the right to terminate
 25 this Agreement and the Escrow for the purchase and sale of the Property, by
 26 delivering written notice thereof to the defaulting party and to Escrow Holder,
 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
 Escrow by a non-defaulting party shall be without prejudice to the non-
 defaulting party's rights and remedies at law or equity.
- 28 C. Further Instructions. Each party agrees to execute such other and further escrow
 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

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

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

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

28 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.

///
///
///

[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

8/26/14
Date

9
10 **RECOMMENDED FOR APPROVAL**

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

15 9/25/14
16 Date

OCT 28 2014
Date

17 APPROVED AS TO FORM:

ATTEST:

18 GREGORY P. PRIAMOS
19 County Counsel

KECIA HARPER-IHEM
Clerk of the Board

20 By: *Synthia M. Gunzel*
21 SYNTHIA M. GUNZEL
22 Deputy County Counsel

By: *Kaleub Jeter*
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.



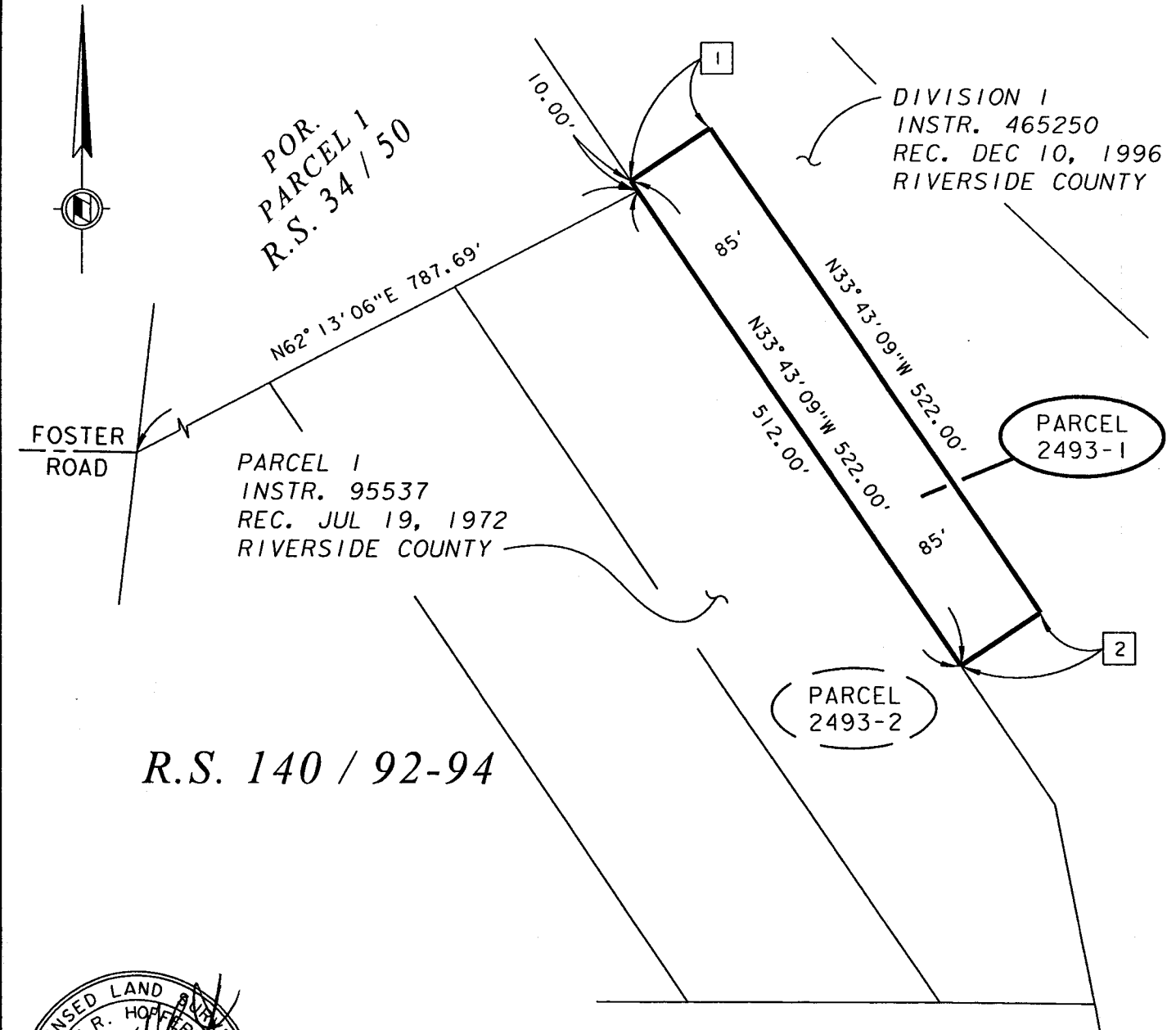
William R. Hofferber Jr.
WILLIAM R. HOFFERBER JR.

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.



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

POR.
PARCEL 1
R.S. 34 / 50

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

PARCEL
2493-1

PARCEL
2493-2

R.S. 140 / 92-94



William R. Hopper, Jr.
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
		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.



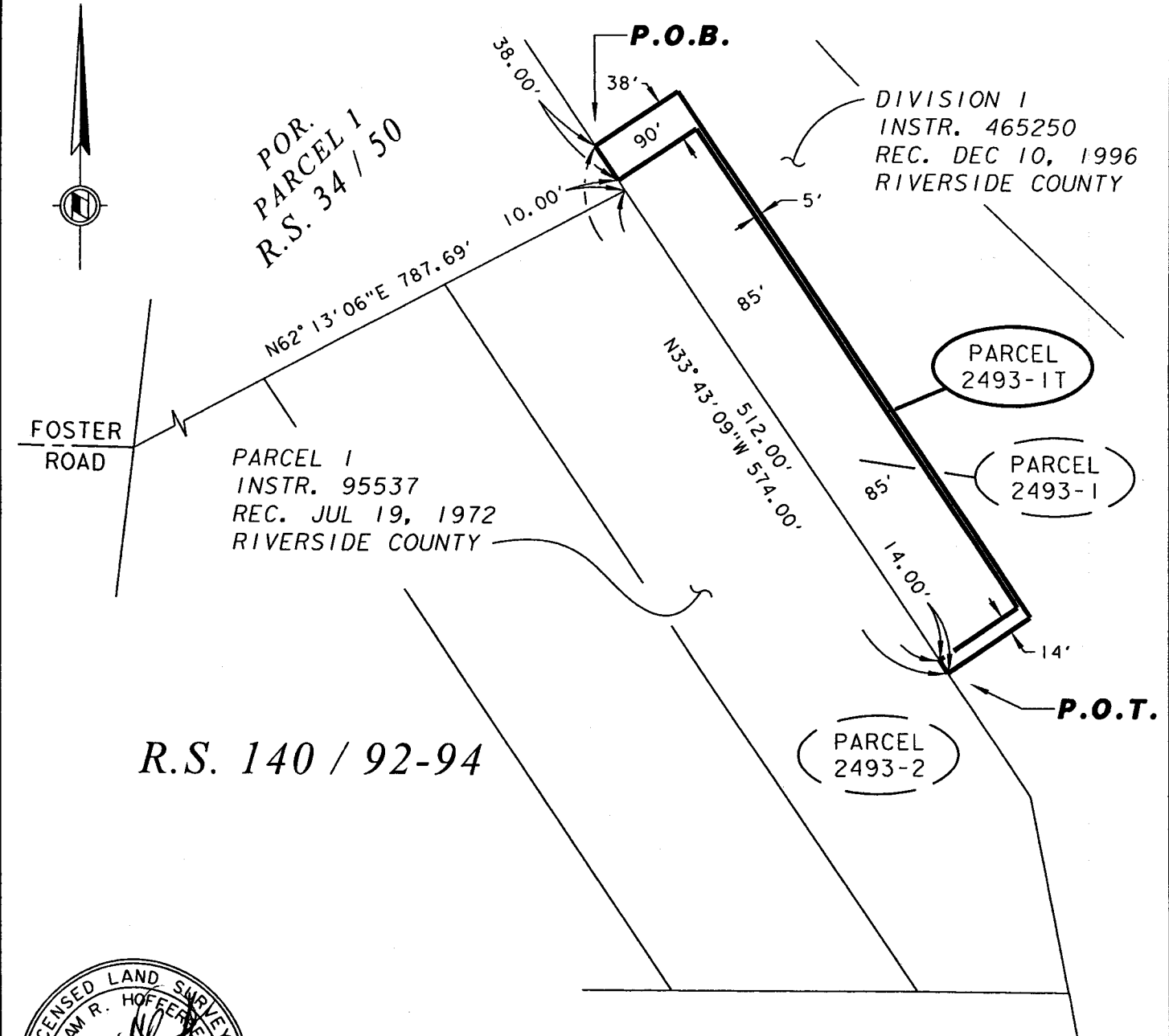

WILLIAM R. HOFFERBER JR.

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

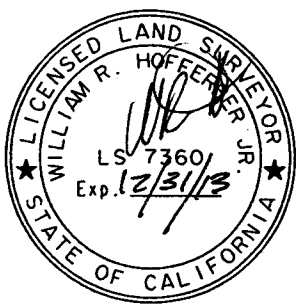
Date: 22 AUG. 2013

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.



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

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.

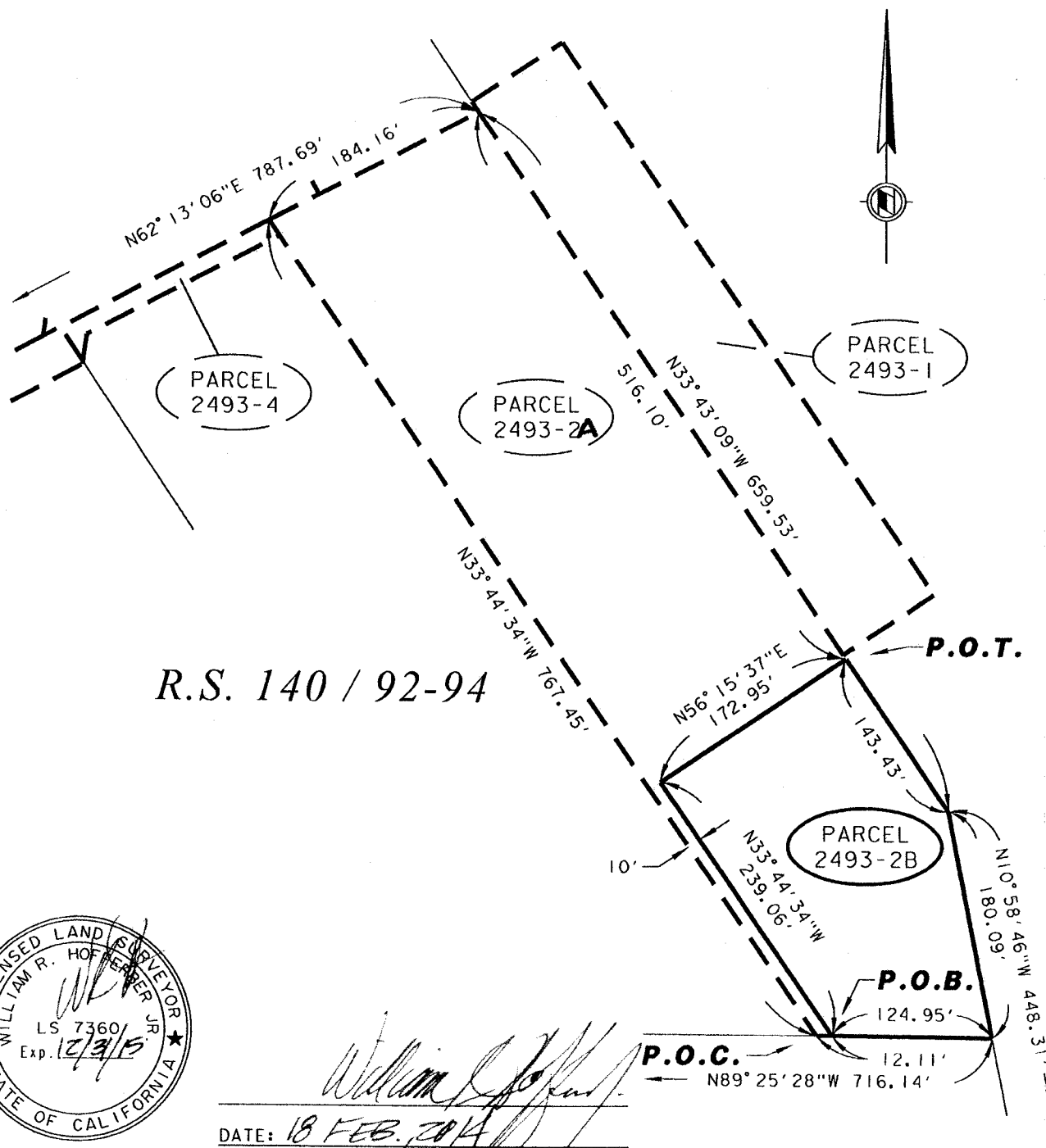
Land Surveyor No. 7360

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.



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

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET ST. RIVERSIDE, CA. 92501

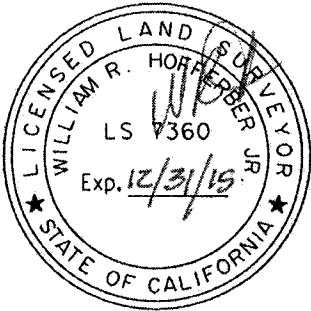
PROJECT NAME: TEMESCAL CREEK - FOSTER ROAD STORM DRAIN			
THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.	RCFC PARCEL NUMBER(S):	SCALE:	PREPARED BY:
	PARCEL 2493-2B	NO SCALE	DAB
		FEB-11-2014	SHEET NO. 1 OF 1

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.

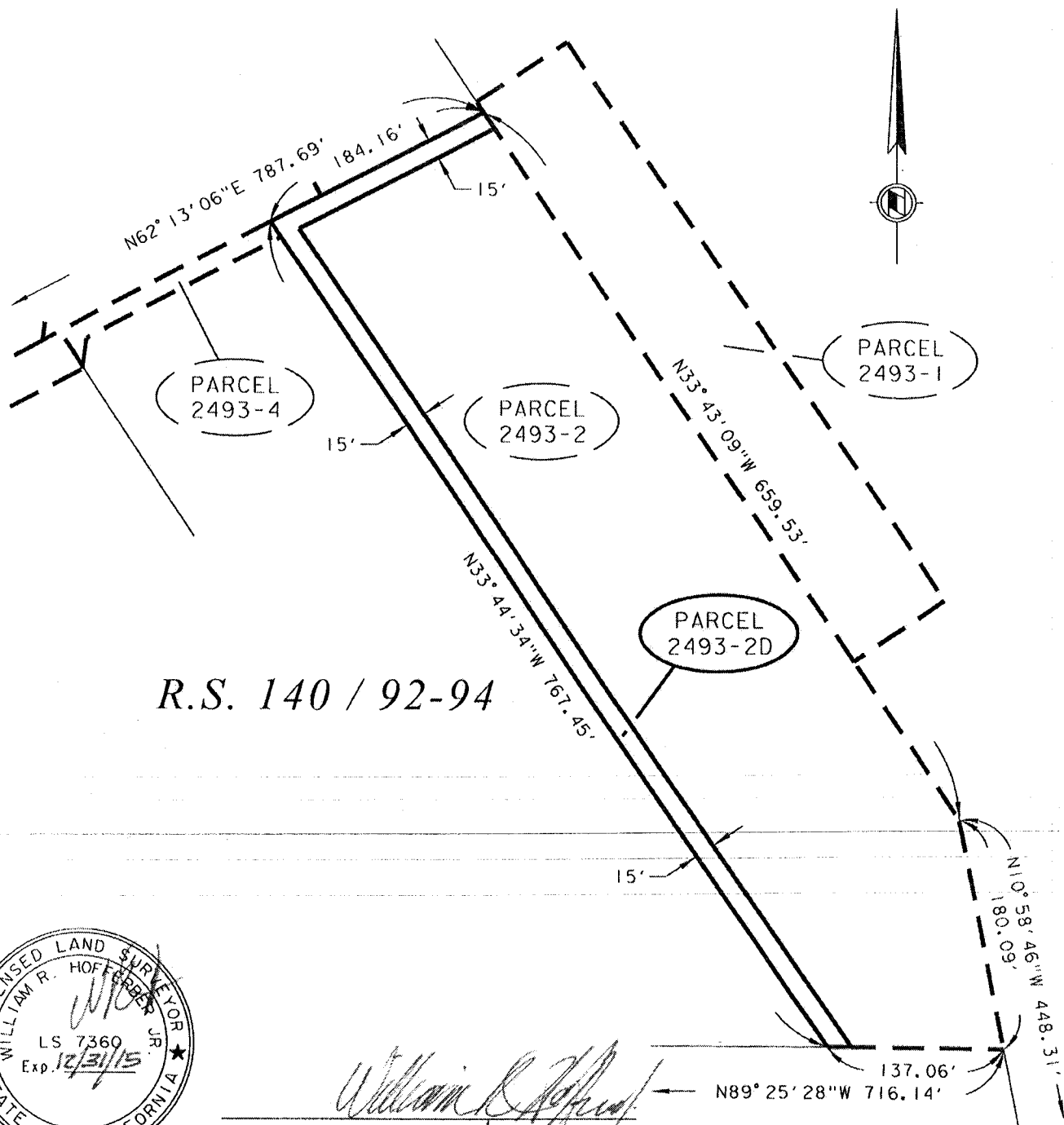
WILLIAM R. HOFFERBER JR.

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

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

22 AGREEMENT

- 23 1. The right is hereby granted to District to enter upon and use the Property, for all purposes
- 24 necessary to facilitate and accomplish the construction, installation and implementation of
- 25 the Project. Grantor shall grant no rights inconsistent with the reasonable exercise by
- 26 Grantee of its rights under this Agreement.
- 27 2. The right of entry and temporary construction easement used during the construction and
- 28 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.

- 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 //

[Signature provisions on next page]

26
27
28

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

Date: OCT 28 2014
(date to be filled in by the Clerk of the Board)

MAILING ADDRESS OF DISTRICT:

1995 Market Street
Riverside, CA 92501

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

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

MAILING ADDRESS OF GRANTOR:

22646 Temescal Canyon Road
Riverside, CA 92883-4106
Corona

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

By: C. W. Colladay
C. W. COLLADAY, President

8/26/14
Date

APPROVED AS TO FORM:

GREGORY P. PRIAMOS
County Counsel

ATTEST:
KECIA HARPER IHEM, Clerk
By: [Signature]
DEPUTY

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

9-18-14
Date

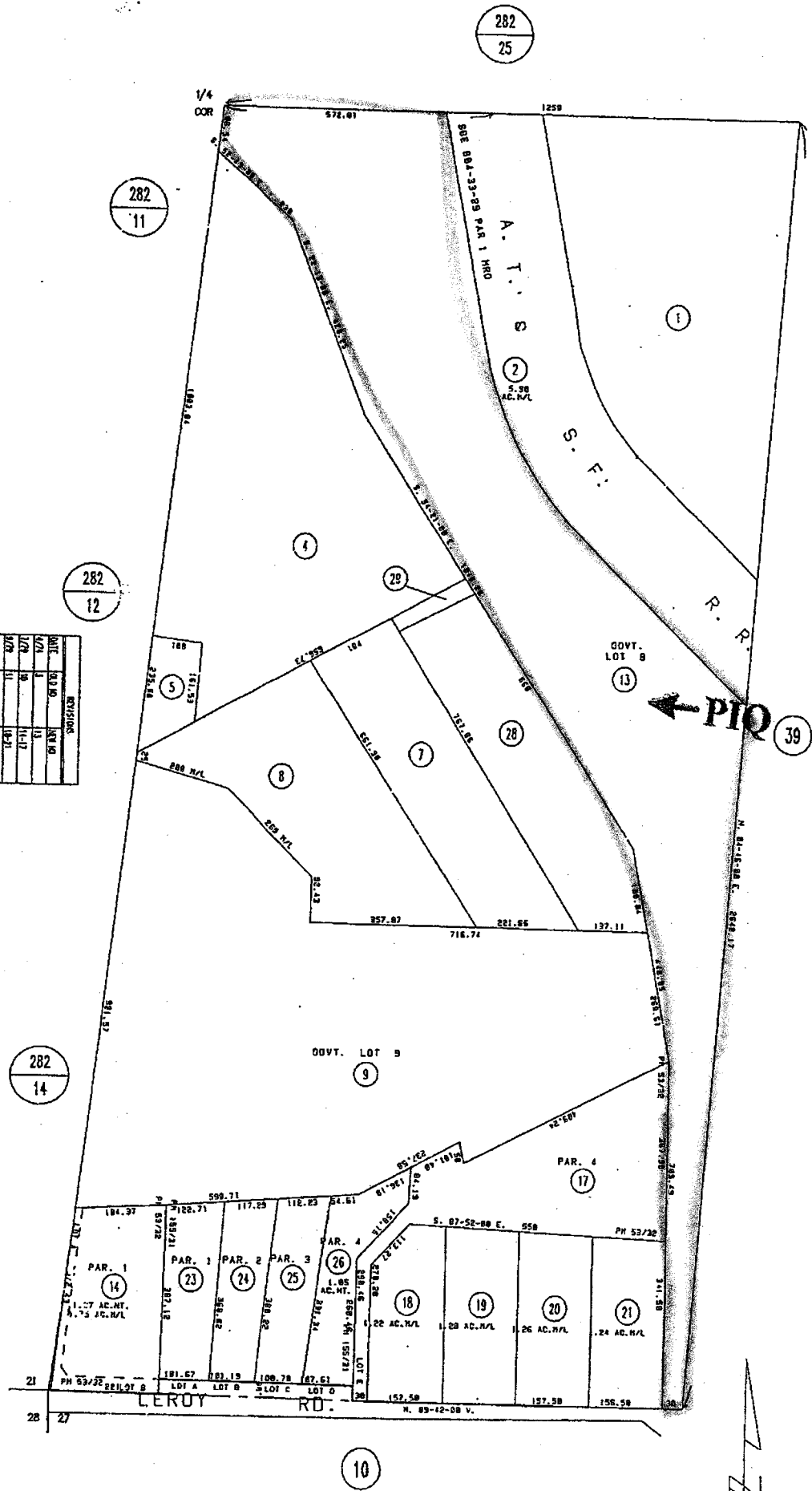
GG:BAF:rlp
8/12/14

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCEL MAP NOT COMPLY WITH LOCAL ORDINANCES OR BUILDING SITE ORDINANCES.

SEC. 21 22 T. 4S. R. 6W

283 - 06

ASSESSOR'S MAP BK. 283 PG. 06
Riverside County, Calif.



DATE	REVISIONS
1/27/11	1
1/28/11	2
1/29/11	3
1/30/11	4
1/31/11	5
2/1/11	6
2/2/11	7
2/3/11	8
2/4/11	9
2/5/11	10
2/6/11	11
2/7/11	12
2/8/11	13
2/9/11	14
2/10/11	15
2/11/11	16
2/12/11	17
2/13/11	18
2/14/11	19
2/15/11	20
2/16/11	21
2/17/11	22
2/18/11	23
2/19/11	24
2/20/11	25
2/21/11	26
2/22/11	27
2/23/11	28
2/24/11	29
2/25/11	30
2/26/11	31
2/27/11	32
2/28/11	33
2/29/11	34
2/30/11	35
3/1/11	36
3/2/11	37
3/3/11	38
3/4/11	39
3/5/11	40
3/6/11	41
3/7/11	42
3/8/11	43
3/9/11	44
3/10/11	45
3/11/11	46
3/12/11	47
3/13/11	48
3/14/11	49
3/15/11	50
3/16/11	51
3/17/11	52
3/18/11	53
3/19/11	54
3/20/11	55
3/21/11	56
3/22/11	57
3/23/11	58
3/24/11	59
3/25/11	60
3/26/11	61
3/27/11	62
3/28/11	63
3/29/11	64
3/30/11	65
3/31/11	66
4/1/11	67
4/2/11	68
4/3/11	69
4/4/11	70
4/5/11	71
4/6/11	72
4/7/11	73
4/8/11	74
4/9/11	75
4/10/11	76
4/11/11	77
4/12/11	78
4/13/11	79
4/14/11	80
4/15/11	81
4/16/11	82
4/17/11	83
4/18/11	84
4/19/11	85
4/20/11	86
4/21/11	87
4/22/11	88
4/23/11	89
4/24/11	90
4/25/11	91
4/26/11	92
4/27/11	93
4/28/11	94
4/29/11	95
4/30/11	96
4/31/11	97
5/1/11	98
5/2/11	99
5/3/11	100

THIS MAP IS FURNISHED AS A MATTER OF ACCOMMODATION ONLY, AND NO LIABILITY IS ASSUMED BY ITS ATTACHMENT TO THE POLICY OF TITLE INSURANCE OF STEWART TITLE GUARANTY COMPANY.

1" = 200'
ANG. CL. = 90

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.



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

WILLIAM R. HOFFERBER JR.

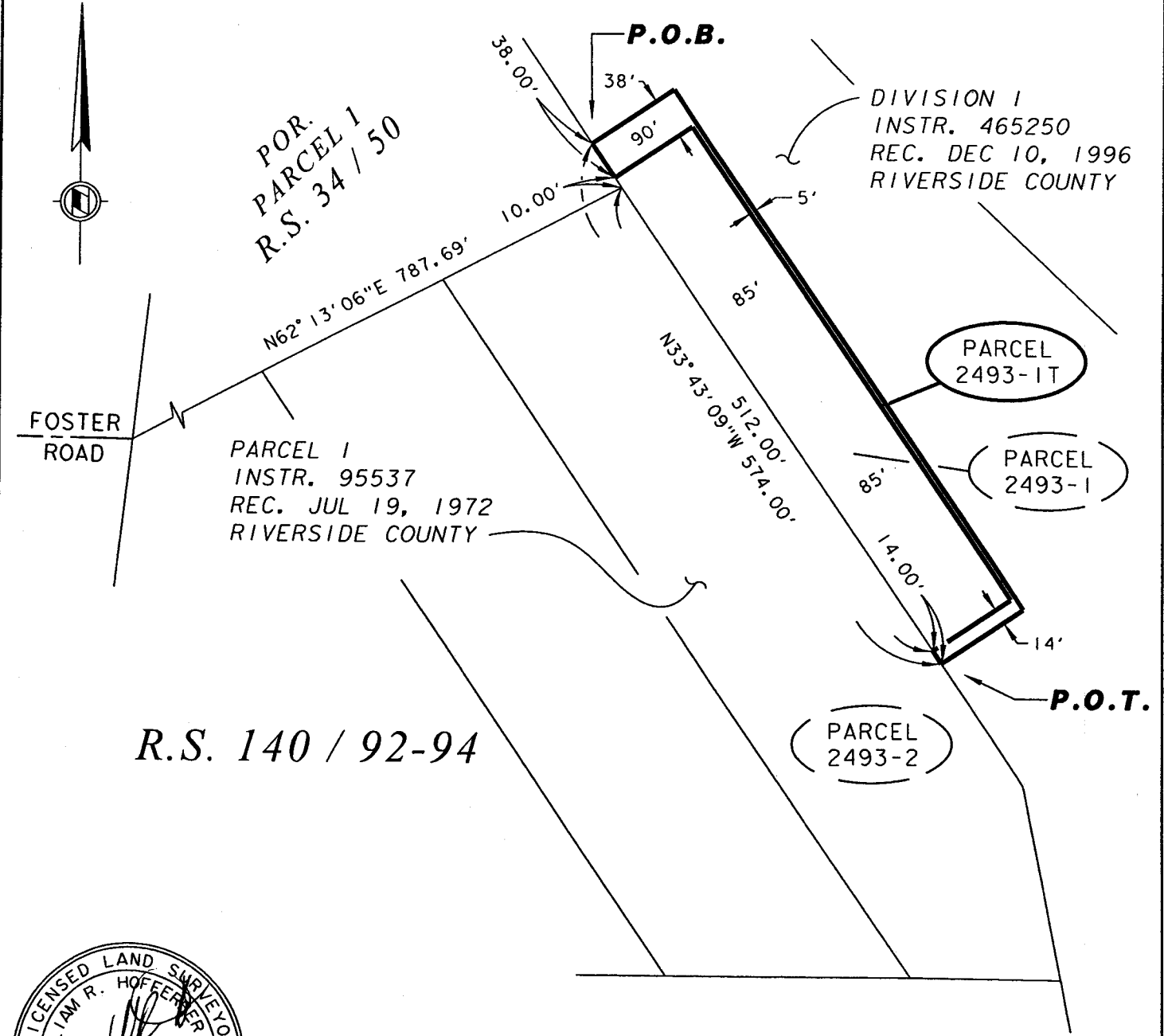
Land Surveyor No. 7360

Signed For: Riverside County Flood Control
and Water Conservation District

Date: 22 AUG, 2013

Exhibit "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. 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

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): 2493-1T	SCALE: NO SCALE	PREPARED BY: DAB
		AUG-12-2013	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

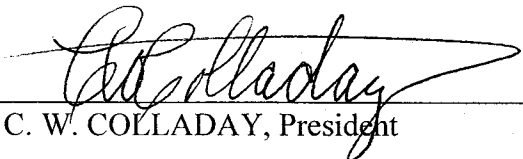
Lee Lake Water District, a California Water District, hereinafter referred to as Grantor, hereby grants, conveys, and dedicates in perpetuity to the Riverside County Flood Control and Water Conservation District, a body politic, herein after referred to as Grantee, an exclusive permanent easement for 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)

OCT 28 2014 11-2

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.

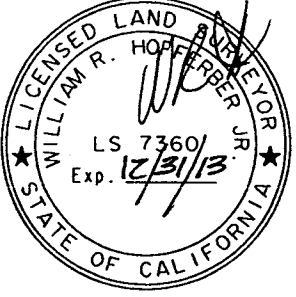
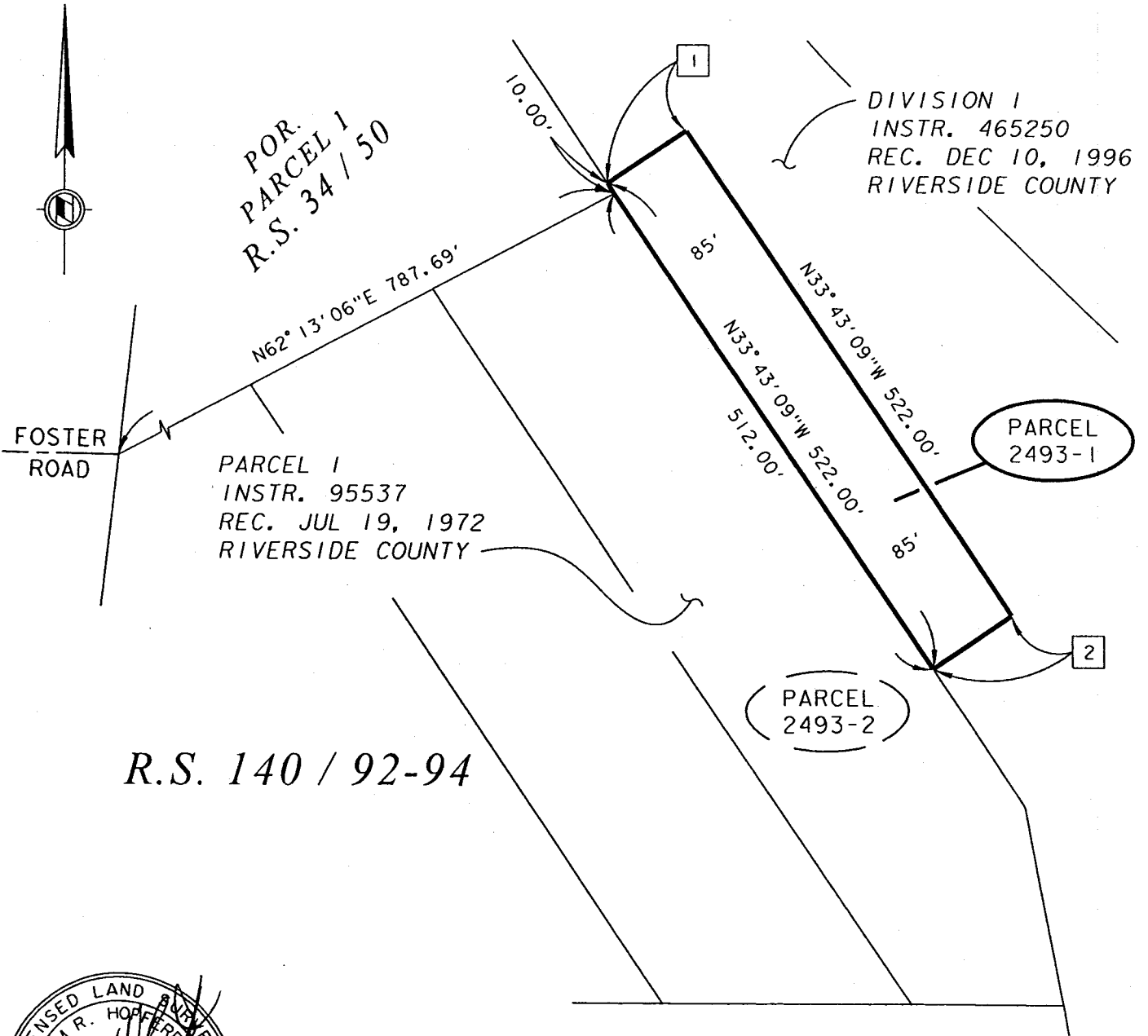
WILLIAM R. HOFFERBER JR.

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.



William R. Hoffer
 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):	SCALE:	PREPARED BY:
	2493-1	NO SCALE	DAB
		AUG-12-2013	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

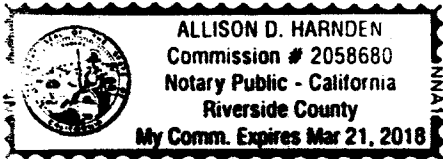
personally appeared Charles Webster Colladay
Name(s) of Signer(s)

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

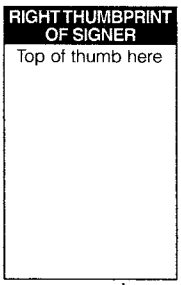
Document Date: 8/26/14 Number of Pages: 3

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

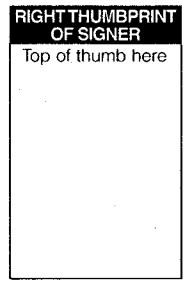
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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



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 October 28, 2014

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

ATTEST:

KECIA HARPER-IHEM, Clerk

By Kecia Harper-Ihem
DEPUTY

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: October 28, 2014

By: Marion Ashley
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)

ATTEST:
KEOIA HARPER-IHEM, Clerk
By: [Signature]
DEPUTY

OCT 28 2014 11-2

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

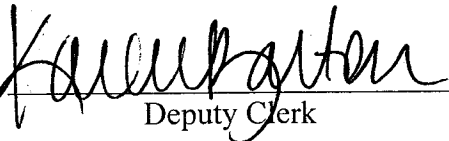
} §

On October 28, 2014, before me, Karen Barton, Board Assistant, personally appeared Marion Ashley, Chairman of the Board of Directors of the Flood Control and Water Conservation District, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument; and that a copy of this paper, document or instrument has been delivered to the chairperson.

I certify under the 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

Kecia Harper-Ihem
Clerk of the Board of Directors

By: 
Deputy Clerk

(SEAL)

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.





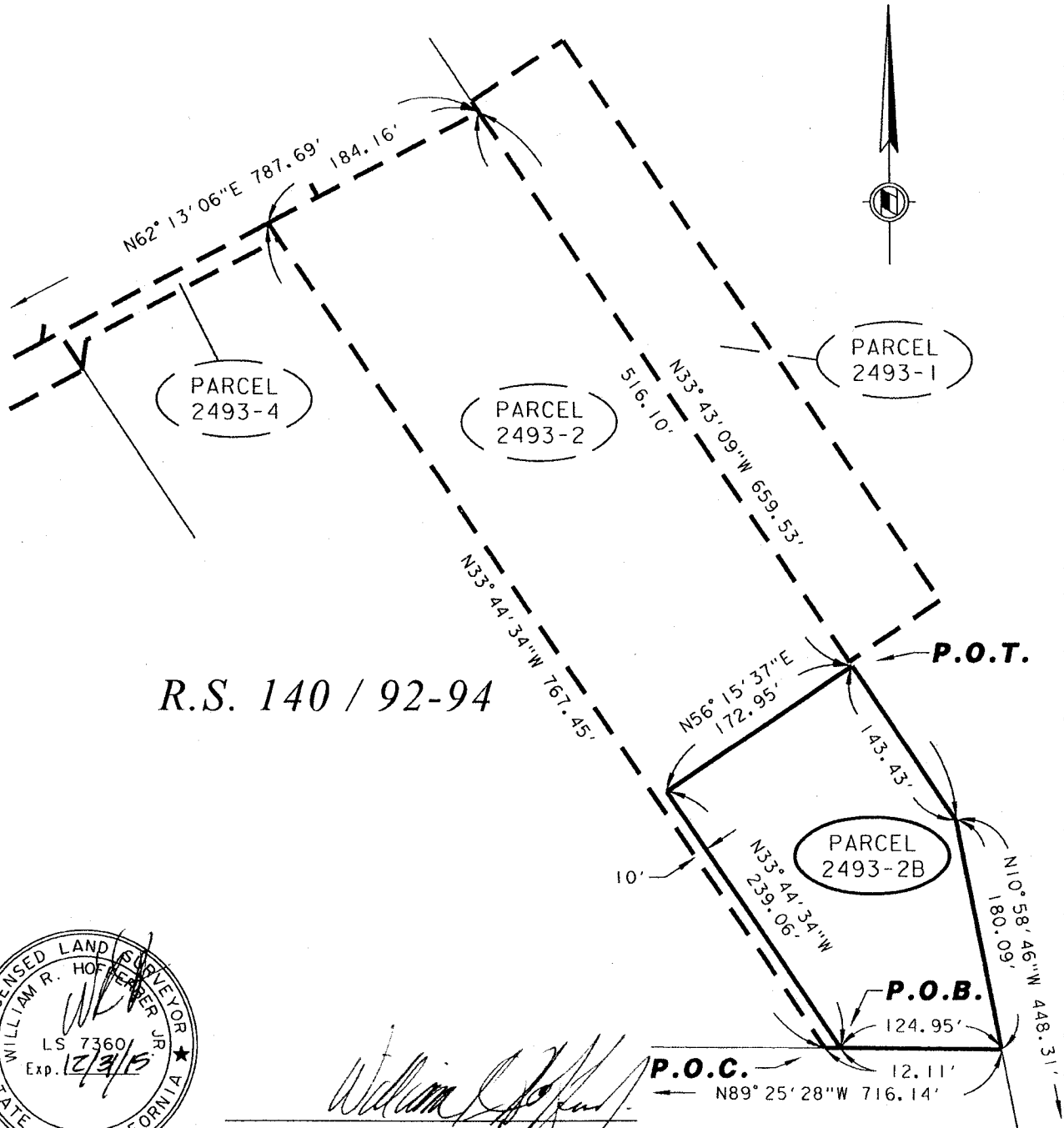
WILLIAM R. HOFFERBER JR.

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.



R.S. 140 / 92-94



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

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: October 28, 2014

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

ATTES:
KECIA HARPER-IHEM, Clerk
By [Signature]
DEPUTY

FORM APPROVED COUNTY COUNSEL
BY: [Signature] & [Signature] DATE 9-18-14
SYNTHIA M. GUNZEL

OCT 28 2014 11-2

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

} §

On October 28, 2014, before me, Karen Barton, Board Assistant, personally appeared Marion Ashley, Chairman of the Board of Directors of the Flood Control and Water Conservation District, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument; and that a copy of this paper, document or instrument has been delivered to the chairperson.

I certify under the 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

Kecia Harper-Ihem
Clerk of the Board of Directors

By:

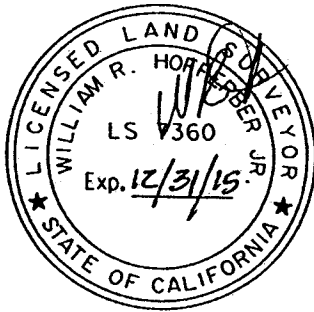

Deputy Clerk

(SEAL)

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.



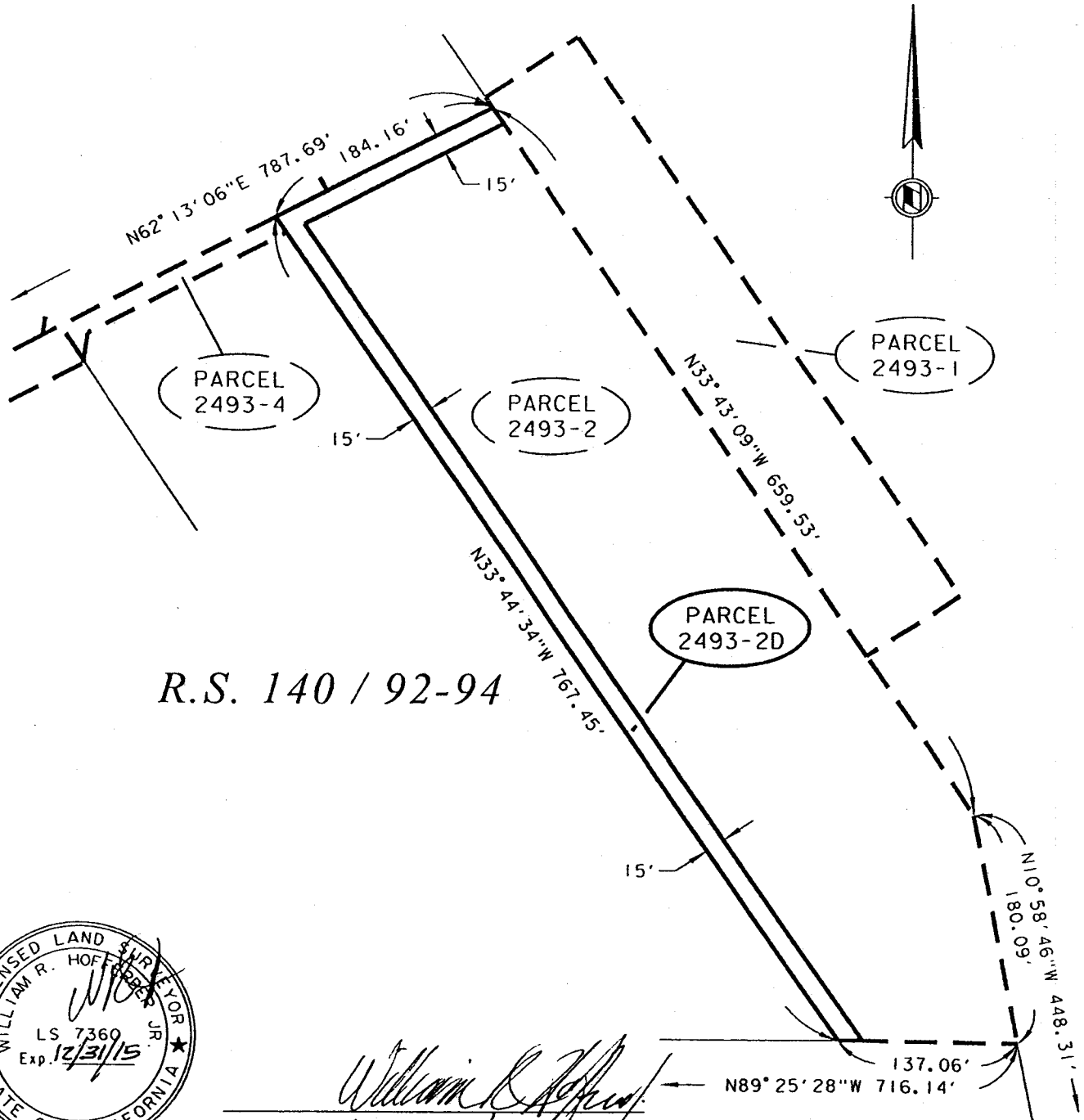

WILLIAM R. HOFFERBER JR.

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

Date: 01 JULY, 2014

EHIBIT "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, 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	PREPARED BY: DAB
		JUN-30-2014	SHEET NO. 1 OF 1

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

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

107B



FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
 October 7, 2014

SUBJECT: Adopt Resolution No. F2014-33 Declaration of Surplus Real Property and Notice of Intent 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 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; District 1/ District 1 [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Adopt Resolution No. F2014-33 Declaration of Surplus Real Property and Notice of Intent to Exchange Fee and Easement Interests in Real Property, portions of APNs 283-060-028 and 283-060-029, RCFC Parcel No. 2493-2B by Grant Deed and RCFC Parcel No. 2493-2D by Easement Deed to LLWD, for Easement Interests in Real Property with APN 283-060-013, RCFC Parcel Nos. 2493-1 and 2493-1T, by Easement Deed and Right of Entry and Temporary Construction Easement Agreement from LLWD, all said properties located in the unincorporated area of the County of Riverside, State of California; and

(continue on Page 2)

BAF:rlp
 P8/162636

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

County Executive Office Signature

MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT

On motion of Supervisor Tavaglione, seconded by Supervisor Stone and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended and is set for public hearing on Tuesday, October 21, 2014, at 10:30 a.m.

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
 Nays: None
 Absent: None
 Date: October 7, 2014
 xc: Flood, COB

Kecia Harper-Ihem
 Clerk of the Board

 Deputy

Prev. Agn. Ref.: District: 1st/1st Agenda Number:

11-1

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

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

FORM 11: Adopt Resolution No. F2014-33 Declaration of Surplus Real Property and Notice of Intent 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; Districts 1/
District 1 [\$0]

DATE: October 7, 2014

PAGE: Page 2 of 3

RECOMMENDED MOTION: (continued from page 1)

2. Authorize the Clerk of the Board to advertise pursuant to Section 6061 of the Government Code.

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. LLWD can use the Consideration Property due to its close proximity to other property owned by LLWD; therefore, LLWD has agreed to accept the Consideration Property in exchange for the real property interests that the District desires to acquire from LLWD rather than accepting legal tender as consideration.

Therefore, the District recommends adoption of Resolution F2014-33 to declare the Consideration Property as surplus property and provide notice of the District's Intention to Exchange said property of RCFC Parcel No. 2493-2B by Grant Deed and RCFC Parcel No. 2493-2D by Easement Deed to 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 dispose 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.

Resolution No. F2014-33 has been approved as to form by County Counsel.

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

FORM 11: Adopt Resolution No. F2014-33 Declaration of Surplus Real Property and Notice of Intent 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; Districts 1/ District 1 [\$0]

DATE: October 7, 2014

PAGE: Page 3 of 3

Impact on Residents and Businesses

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

ATTACHMENTS (if needed, in this order):

1. Resolution No. F2014-33
2. Exhibit "A" and Exhibit "B"
3. Exhibit "C" and Exhibit "D"
4. Exhibit "E" and Exhibit "F"

BOARD OF SUPERVISORS

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

RESOLUTION NO. F2014-33

DECLARATION OF SURPLUS REAL PROPERTY AND NOTICE OF INTENT 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, 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"); and

WHEREAS, the District has determined that 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 of land, portions of APNs 283-060-028 and 283-060-029, also referenced as RCFC Parcel Nos. 2493-2B and 2493-2D that is landlocked and not necessary for the Project, hereinafter referred to as the "Consideration Property"; 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 dispose 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; and

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

1 WHEREAS, the District has determined that the conveyance of the Consideration
2 Property to the Lee Lake Water District will not interfere with the use of the property for the
3 purposes of the District and desires to declare said property as surplus and provide notice of the
4 District's intention to exchange said property with the Lee Lake Water District.

5 NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED AND
6 NOTICE IS HEREBY GIVEN by the Board of Supervisors of the Riverside County Flood
7 Control and Water Conservation District (District) in regular session assembled on October 7,
8 2014, pursuant to California Water Code – Appendix, Chapter 48, Sections 48-9 and 48-13, that
9 the Board of Supervisors declares the Consideration Property as surplus and intends to convey, at
10 or after 10:30 a.m. on October 21, 2014 to Lee Lake Water District, certain real property located
11 in the unincorporated area of the County of Riverside, State of California, consisting of
12 approximately 44,091 square feet of land, also referenced as RCFC Parcel Nos. 2493-2B and
13 2493-2D, portions of land with Assessor's Parcel Numbers 283-060-028 and 283-060-029, as
14 described in Exhibit "A" and shown on Exhibit "B", attached hereto and made a part hereof in
15 exchange for and as consideration to acquire certain interests in real property with Assessor's
16 Parcel Number 283-060-013, RCFC Parcel Nos. 2493-1 and 2493-1T, as described in Exhibit
17 "C" and shown on Exhibit "D", attached hereto and made a part hereof by Easement Deed and
18 Right of Entry and Temporary Construction Easement Agreement from the Lee Lake Water
19 District.

20 BE IT FURTHER RESOLVED AND DETERMINED that the fee and easement
21 interests in real property to be conveyed to Lee Lake Water District are not required for the
22 District's operation and maintenance of Temescal Creek – Foster Road Storm Drain, Stage 1 and the
23 District shall retain fee rights in Parcel 2493-2A, as described in Exhibit "E" and shown on Exhibit
24 "F", attached hereto and made a part hereof.

25 BE IT FURTHER RESOLVED AND DETERMINED that the Clerk of the Board
26 of Supervisors is directed to give notice hereof as provided in Section 6061 of the Government
27 Code.
28

2
3 **RESOLUTION NO. F2014-33**

4 **DECLARATION OF SURPLUS REAL PROPERTY AND NOTICE OF INTENT TO**
5 **EXCHANGE FEE AND EASEMENT INTERESTS IN REAL PROPERTY PORTIONS**
6 **WITH ASSESSOR'S PARCEL NUMBERS 283-060-028 AND 283-060-029, RCFC PARCEL**
7 **NOS. 2493-2B BY GRANT DEED AND 2493-2D BY EASEMENT DEED**
8 **TO LEE LAKE WATER DISTRICT FOR ACQUISITION OF EASEMENT INTERESTS IN**
9 **REAL PROPERTY WITH ASSESSOR'S PARCEL NUMBER 283-060-013, RCFC PARCEL**
10 **NOS. 2493-1 BY EASEMENT DEED AND 2493-1T RIGHT OF ENTRY AND TEMPORARY**
11 **CONSTRUCTION EASEMENT AGREEMENT FROM THE LEE LAKE WATER DISTRICT,**
12 **ALL SAID PROPERTIES LOCATED IN THE UNINCORPORATED AREA OF THE**
13 **TEMESCAL CREEK – FOSTER ROAD STORM DRAIN, STAGE 1**
14 **PROJECT NO. 2-0-00493**

15
16
17 ADOPTED by Riverside County Board of Supervisors on October 7, 2014

18 **ROLL CALL:**

19 Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
20 Nays: None
21 Absent: None

22
23
24 The foregoing is certified to be a true copy of a resolution duly adopted by said Board of
25 Supervisors on the date therein set forth.

KECIA HARPER-IHEM, Clerk of said Board

By: 
Deputy

EXHIBITS

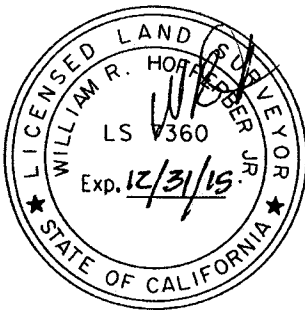
“A” & “B”

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.





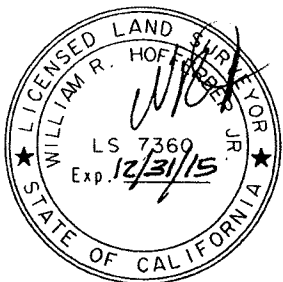
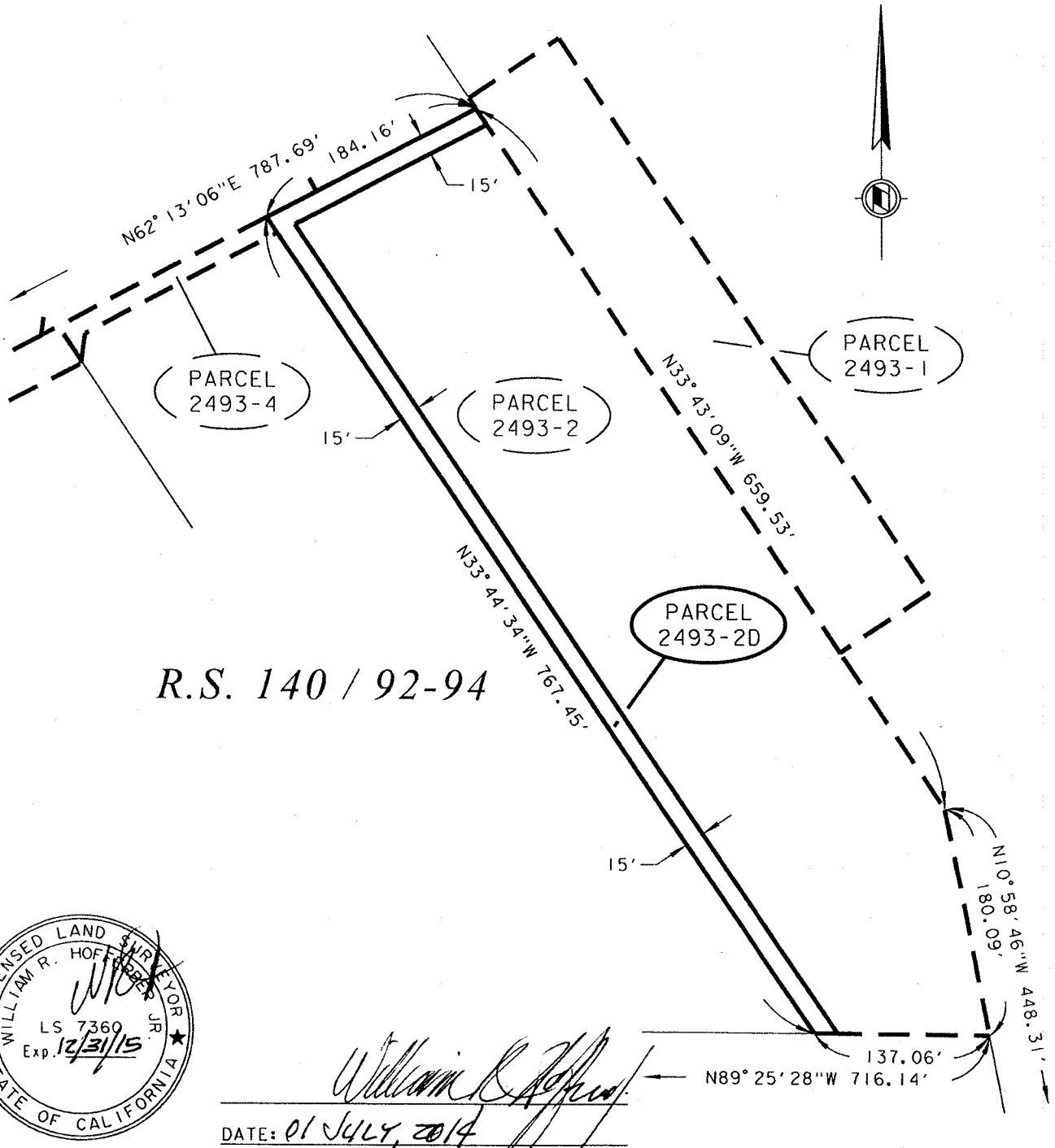
WILLIAM R. HOFFERBER JR.

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.



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

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.





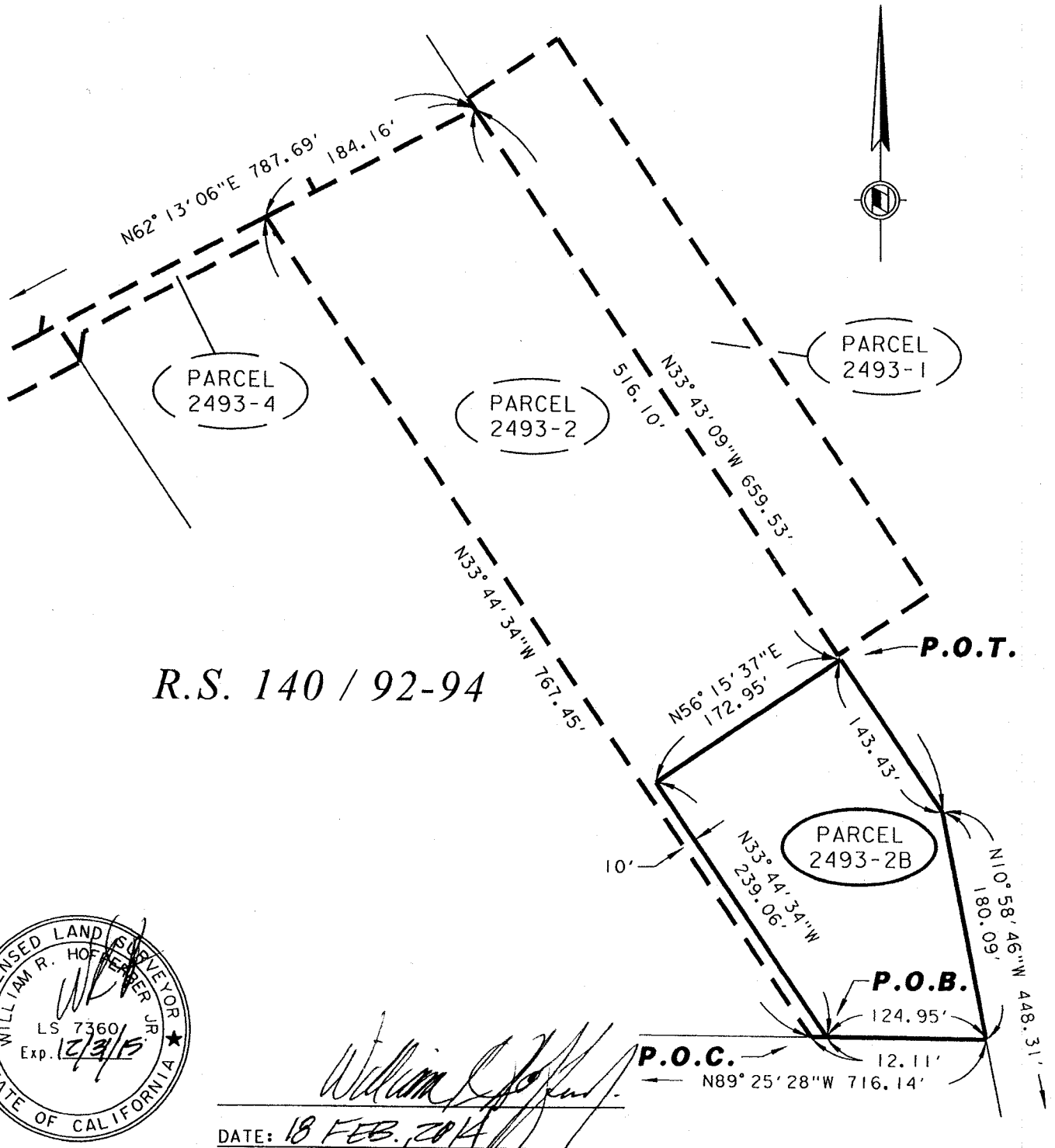
WILLIAM R. HOFFERBER JR.

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. Hoffer
 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

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.



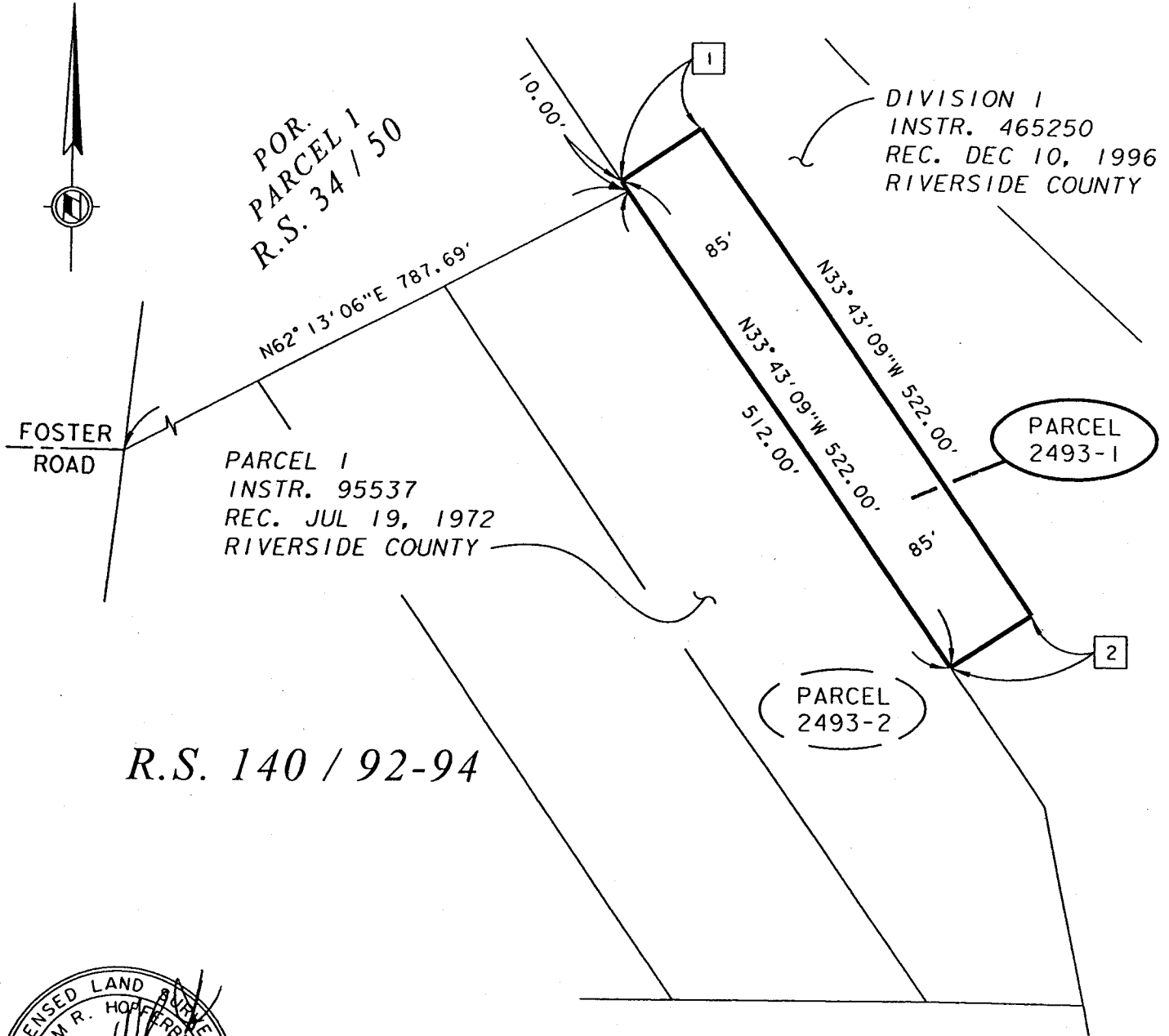
William R. Hofferber Jr.
WILLIAM R. HOFFERBER JR.

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

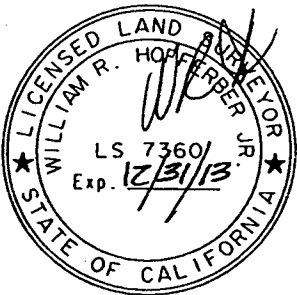
Date: 22 AUG., 2013

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
 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 13 2013	SHEET NO.

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.

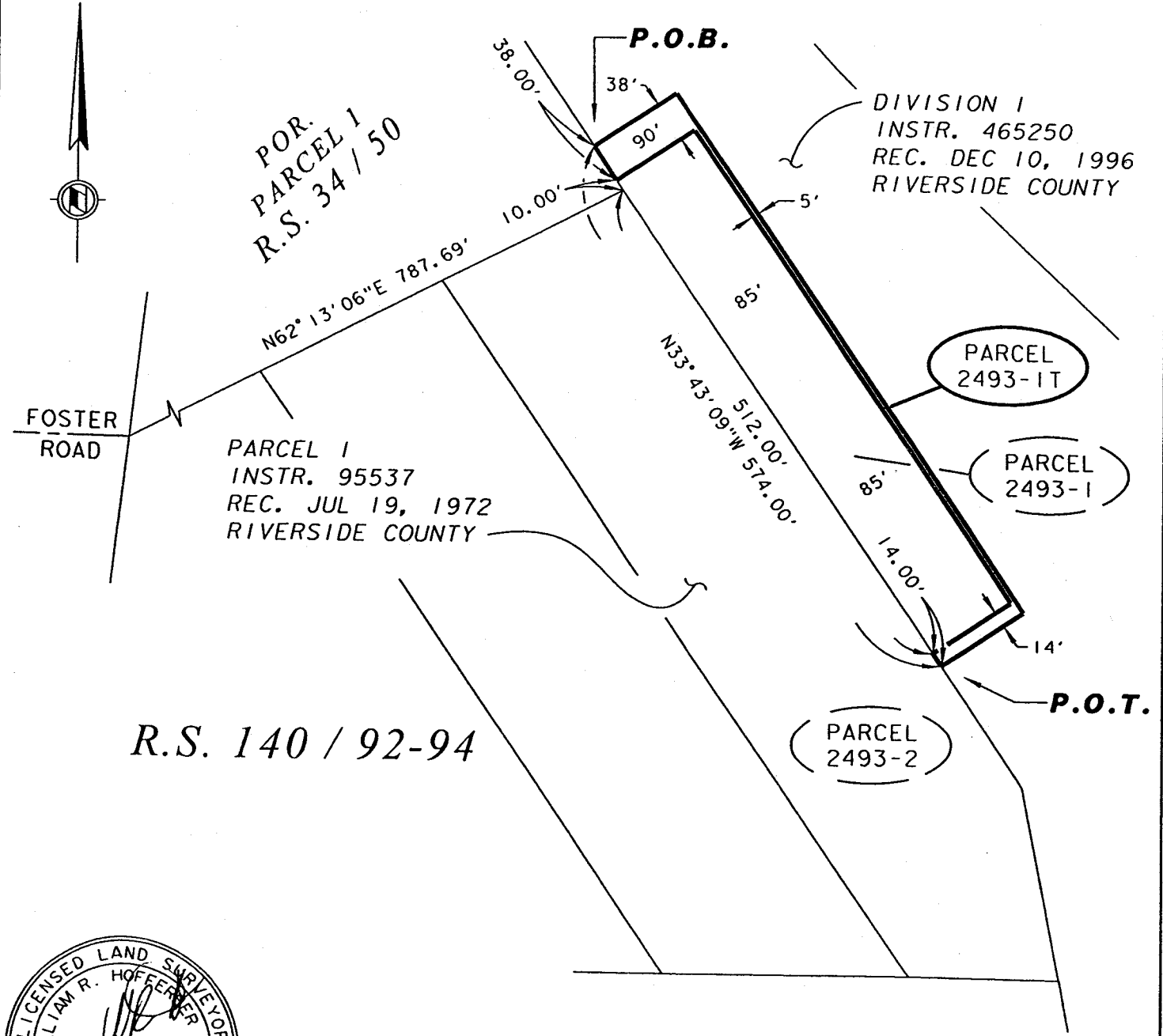



WILLIAM R. HOFFERBER JR.

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

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

PARCEL
 2493-1T

PARCEL
 2493-1

PARCEL
 2493-2

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 13 2013	SHEET NO.

EXHIBITS

“E” & “F”

Exhibit "E"

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

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 westerly and northerly of the following described line:

Commencing at the southwesterly corner of said Parcel;

Thence South 89° 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° 44' 34" West 239.06 feet along said parallel line;

Thence North 56° 15' 37" East 172.95 feet to the easterly line of said parcel being North 33° 43' 09" West 143.43 feet from the easterly corner of said Parcel and the Point of Termination.



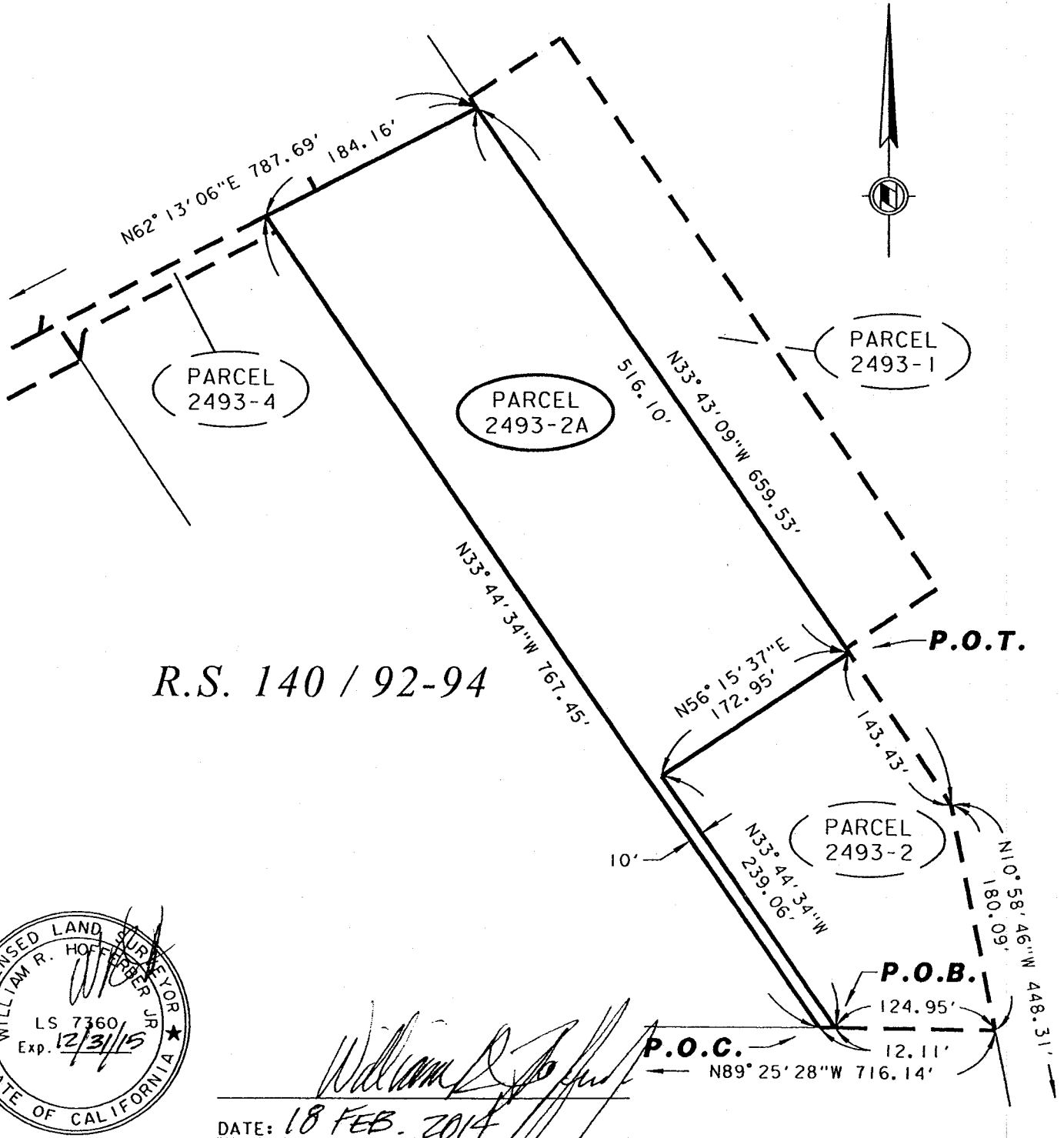

WILLIAM R. HOFFERBER, JR.

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

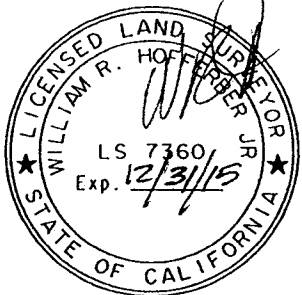
Date: 18 FEB. 2014

Exhibit "F"

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



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		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): PARCEL 2493-2A	FEB-11-2014	SHEET NO. 1 OF 1



OFFICE OF
CLERK OF THE BOARD OF SUPERVISORS
1st FLOOR, COUNTY ADMINISTRATIVE CENTER
P.O. BOX 1147, 4080 LEMON STREET
RIVERSIDE, CA 92502-1147
PHONE: (951) 955-1060
FAX: (951) 955-1071

KECIA HARPER-IHEM
Clerk of the Board of Supervisors

KIMBERLY A. RECTOR
Assistant Clerk of the Board

October 9, 2014

THE PRESS ENTERPRISE
ATTN: LEGALS
P.O. Box 792
RIVERSIDE, CA 92501

FAX (951) 368-9018
E-MAIL: legals@pe.com

**RE: NOTICE OF PUBLIC HEARING: RESOLUTION NO. F2014-33 NOTICE OF INTENT
TO EXCHANGE FEE**

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **ONE (1) TIME** on **TUESDAY:
OCTOBER 14, 2014.**

We require your affidavit of publication immediately upon completion of the last publication.

Your invoice must be submitted to this office, **WITH TWO CLIPPINGS OF THE
PUBLICATION.**

**NOTE: PLEASE COMPOSE THIS PUBLICATION INTO A SINGLE COLUMN
FORMAT.**

Thank you in advance for your assistance and expertise.

Sincerely,

Cecilia Gil

Board Assistant to:
KECIA HARPER-IHEM, CLERK OF THE BOARD

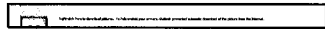
Gil, Cecilia

From: PEC Legals Master <legalsmaster@pe.com>
Sent: Thursday, October 09, 2014 9:18 AM
To: Gil, Cecilia
Subject: Re: FOR PUBLICATION: Res. F2014-33 Notice of Intent to Exchange Fee

Received for publication on Oct. 14. Proof with cost to follow.

Thank You!

Legal Advertising



Phone: 1-800-880-0345 / Fax: 951-368-9018 / E-mail: legals@pe.com

Please Note NEW Deadlines (effective 06/14): Deadline is 10:30 AM, three (3) business days prior to the date you would like to publish.

****Additional days required for larger ad sizes****

From: Gil, Cecilia <CCGIL@rcbos.org>
Sent: Thursday, October 9, 2014 7:44 AM
To: PEC Legals Master
Subject: FOR PUBLICATION: Res. F2014-33 Notice of Intent to Exchange Fee

Good morning!

Attached is a Notice of Public Hearing, for publication on Tuesday, Oct. 14, 2014. Please confirm. THANK YOU!

Cecilia Gil
Board Assistant
Clerk of the Board
951-955-8464
MS# 1010

NOTICE OF PUBLIC HEARING BEFORE THE BOARD OF SUPERVISORS OF THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

RESOLUTION NO. F2014-33

DECLARATION OF SURPLUS REAL PROPERTY AND NOTICE OF INTENT 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, 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"); and

WHEREAS, the District has determined that 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 of land, portions of APNs 283-060-028 and 283-060-029, also referenced as RCFC Parcel Nos. 2493-2B and 2493-2D that is landlocked and not necessary for the Project, hereinafter referred to as the "Consideration Property"; 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 owns to public agencies where such grant does not interfere with the use of the real property for the purposes of the District; and

WHEREAS, the District has determined that the conveyance of the Consideration Property to the Lee Lake Water District will not interfere with the use of the property for the purposes of the District and desires to declare said property as surplus and provide notice of the District's intention to exchange said property with the Lee Lake Water District.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED AND NOTICE IS HEREBY GIVEN by the Board of Supervisors of the Riverside County Flood Control and Water Conservation District (District) in regular session assembled on October 7, 2014, pursuant to California Water Code – Appendix, Chapter 48, Sections 48-9 and 48-13, that the Board of Supervisors declares the Consideration Property as surplus and intends to convey, at or after **10:30 a.m. on October 21, 2014** to Lee Lake Water District, certain real property located in the unincorporated area of the County of Riverside, State of California, consisting of approximately 44,091 square feet of land, also referenced as RCFC Parcel Nos. 2493-2B and 2493-2D, portions of land with Assessor's Parcel Numbers 283-060-028 and 283-060-029, as described in Exhibit "A" and shown on Exhibit "B", attached hereto and made a part hereof in exchange for and as consideration to acquire certain interests in real property with Assessor's Parcel Number 283-060-013, RCFC Parcel Nos. 2493-1 and 2493-1T, as described in Exhibit "C" and shown on Exhibit "D", attached hereto and made a part hereof by Easement Deed and Right of Entry and Temporary Construction Easement Agreement from the Lee Lake Water District.

BE IT FURTHER RESOLVED AND DETERMINED that the fee and easement interests in real property to be conveyed to Lee Lake Water District are not required for the District's operation and maintenance of Temescal Creek – Foster Road Storm Drain, Stage 1 and the District shall retain fee rights in Parcel 2493-2A, as described in Exhibit "E" and shown on Exhibit "F", attached hereto and made a part hereof.

BE IT FURTHER RESOLVED AND DETERMINED that the Clerk of the Board of Supervisors is directed to give notice hereof as provided in Section 6061 of the Government Code.

(Insert Exhibits A, B, C, D, E and F)

ROLL CALL:

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on October 7, 2014.

KECIA HARPER-IHEM, Clerk of said Board
By: Cecilia Gil, Board Assistant

Any person affected by the above matter(s) may submit written comments to the Clerk of the Board before the public hearing or may appear and be heard in support of or opposition to the project at the time of the hearing. If you challenge the above item(s) in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence, to the Board of Supervisors at, or prior to, the public hearing.

Please send all written correspondence to: Clerk of the Board, 4080 Lemon Street, 1st Floor, Post Office Box 1147, Riverside, CA 92502-1147

Dated: October 9, 2014

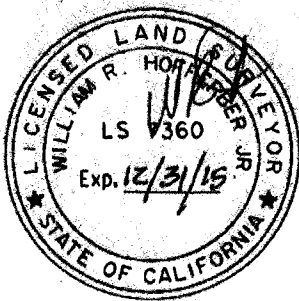
Kecia Harper-Ihem, Clerk of the Board
By: Cecilia Gil, Board Assistant

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.



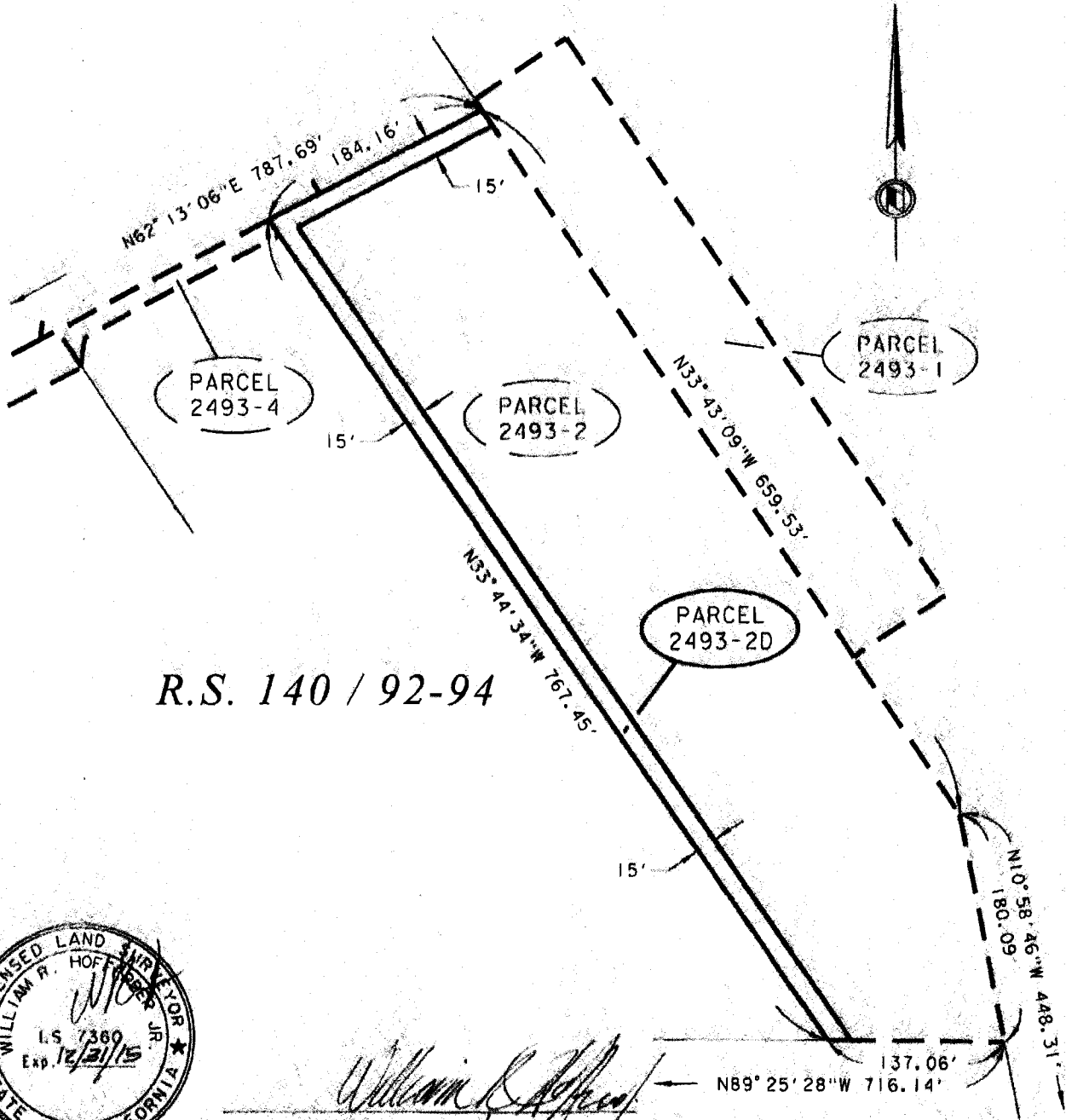
William R. Hofferber Jr.
WILLIAM R. HOFFERBER JR.

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

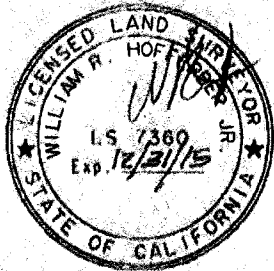
Date: *01 JULY, 2014*

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		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): PARCEL 2493-2D	JUN-30-2014	SHEET NO. 1 OF 1

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.
WILLIAM R. HOFFERBER JR.

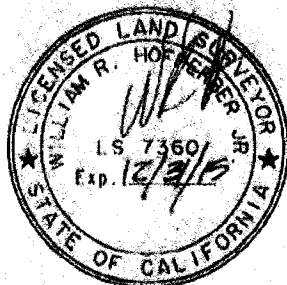
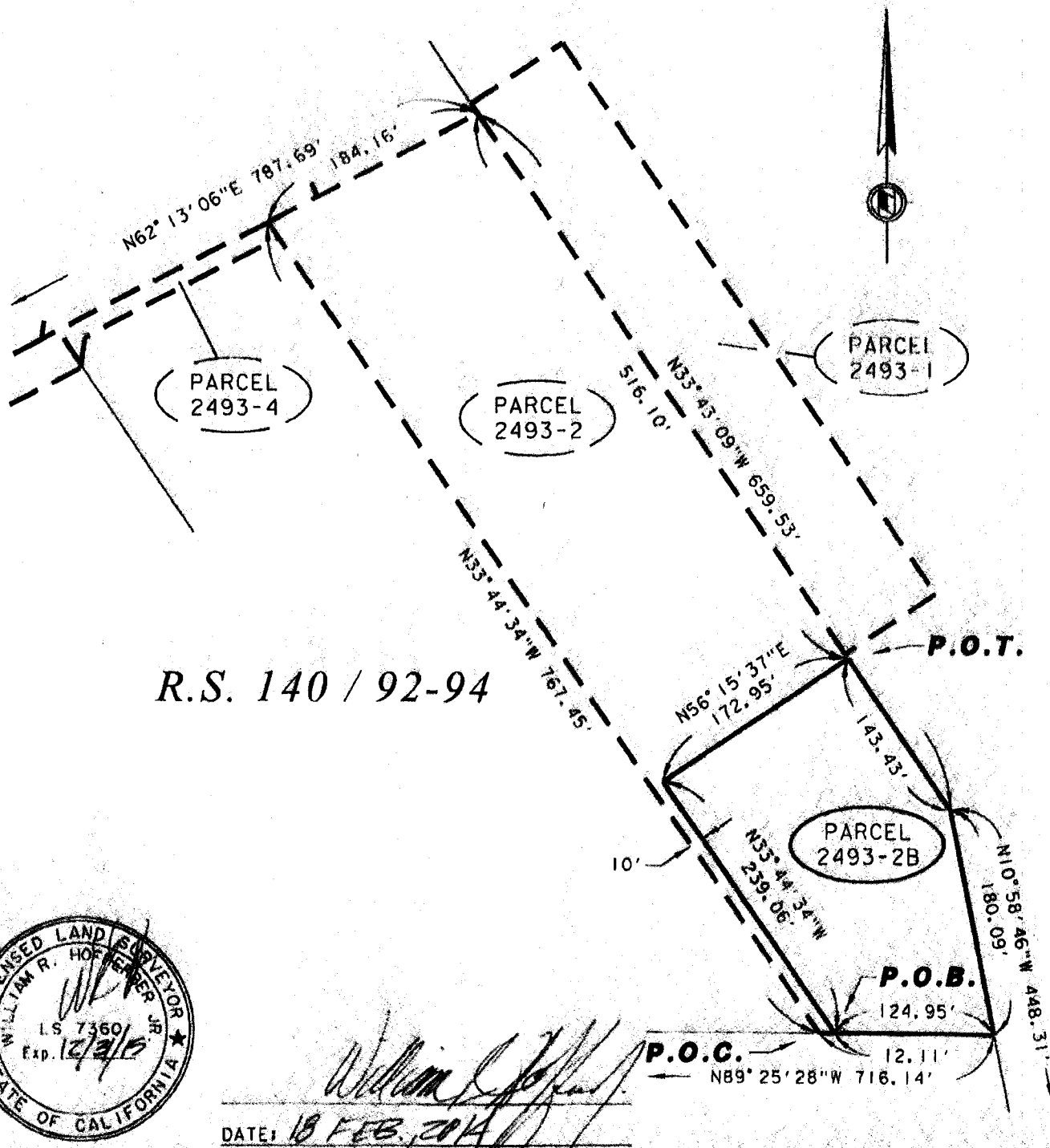
Land Surveyor No. 4360

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.



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.	RCPC PARCEL NUMBER(S):	SCALE:	PREPARED BY:
	PARCEL 2493-2B	NO SCALE	DAB
		FEB-11-2014	SHEET NO. 1 OF 1

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.

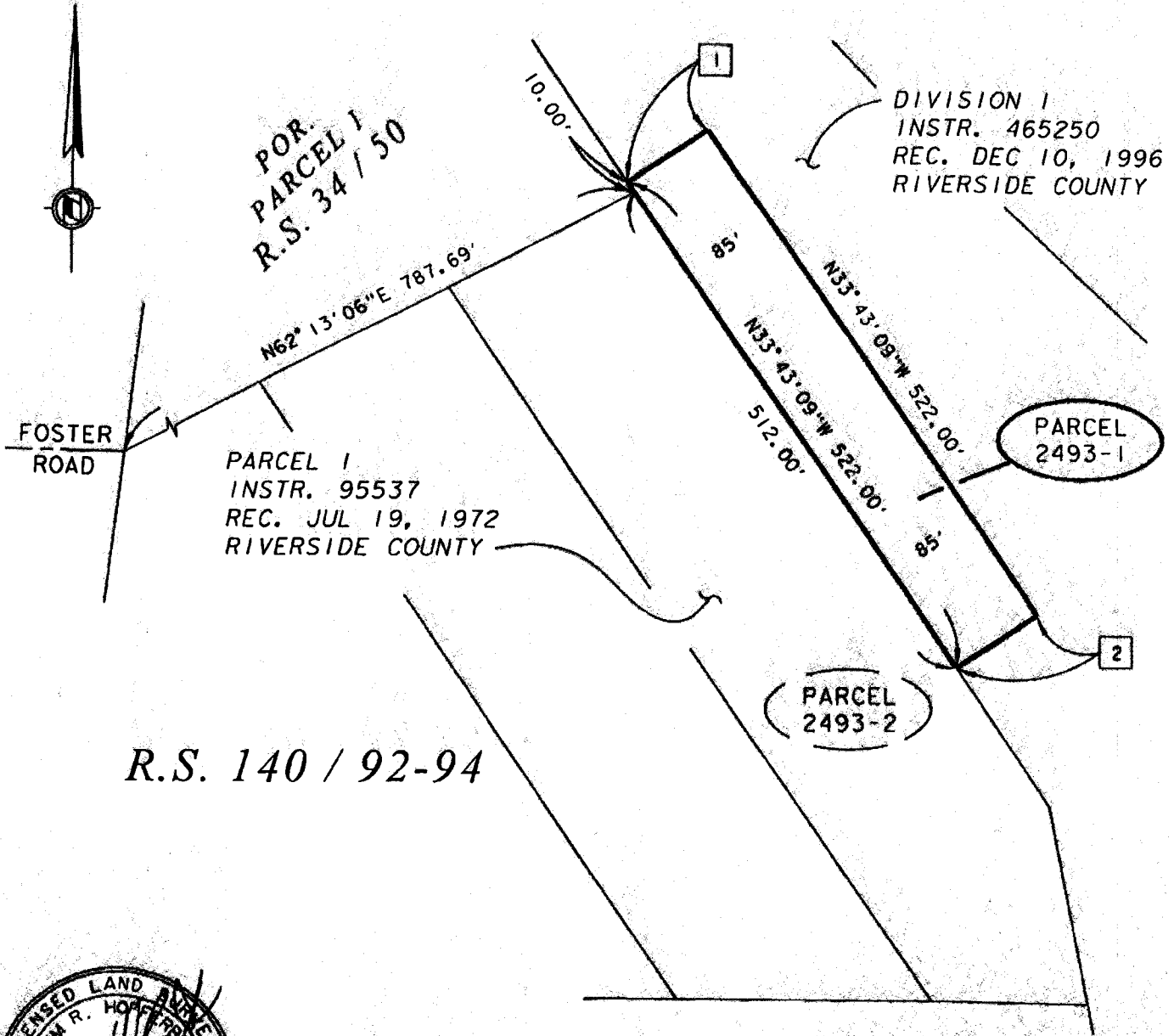
WILLIAM R. HOFFERBER JR.

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

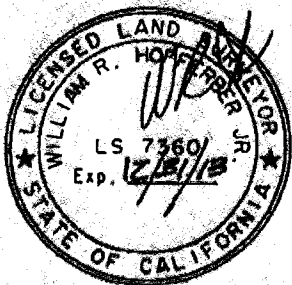
Date: 22 AUG. 2013

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. 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 "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.



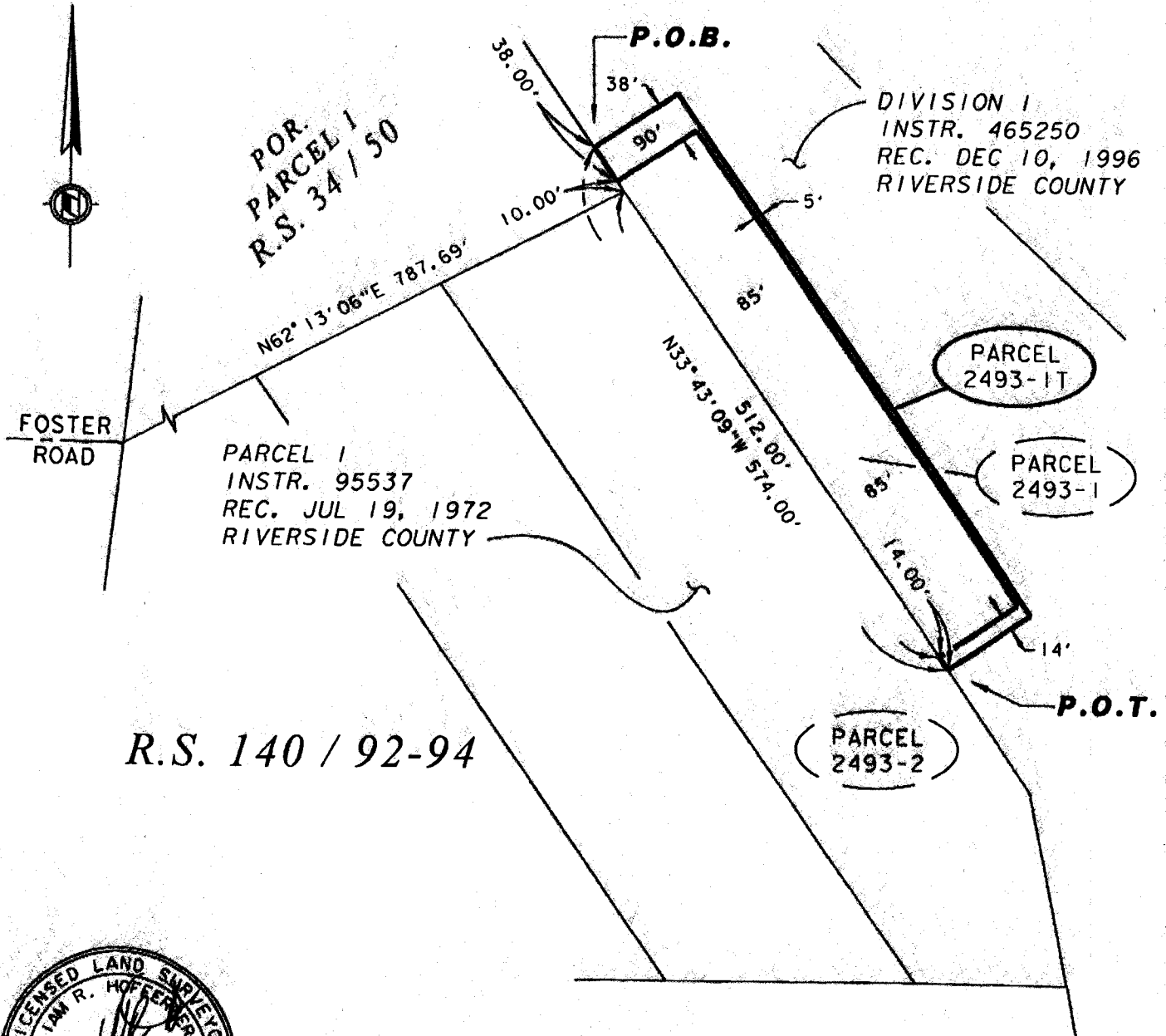

WILLIAM R. HOFFERBER, JR.

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.



POR.
PARCEL 1
R.S. 34 / 50

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

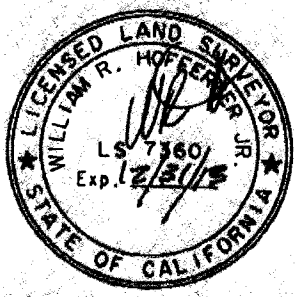
PARCEL 1
INSTR. 95537
REC. JUL 19, 1972
RIVERSIDE COUNTY

PARCEL
2493-1T

PARCEL
2493-1

PARCEL
2493-2

R.S. 140 / 92-94



William R. Hoffer
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 "E"

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

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:

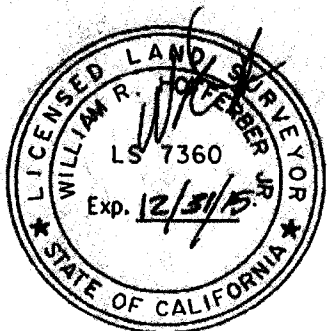
A portion of said Parcel lying westerly and northerly of the following described line:


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.



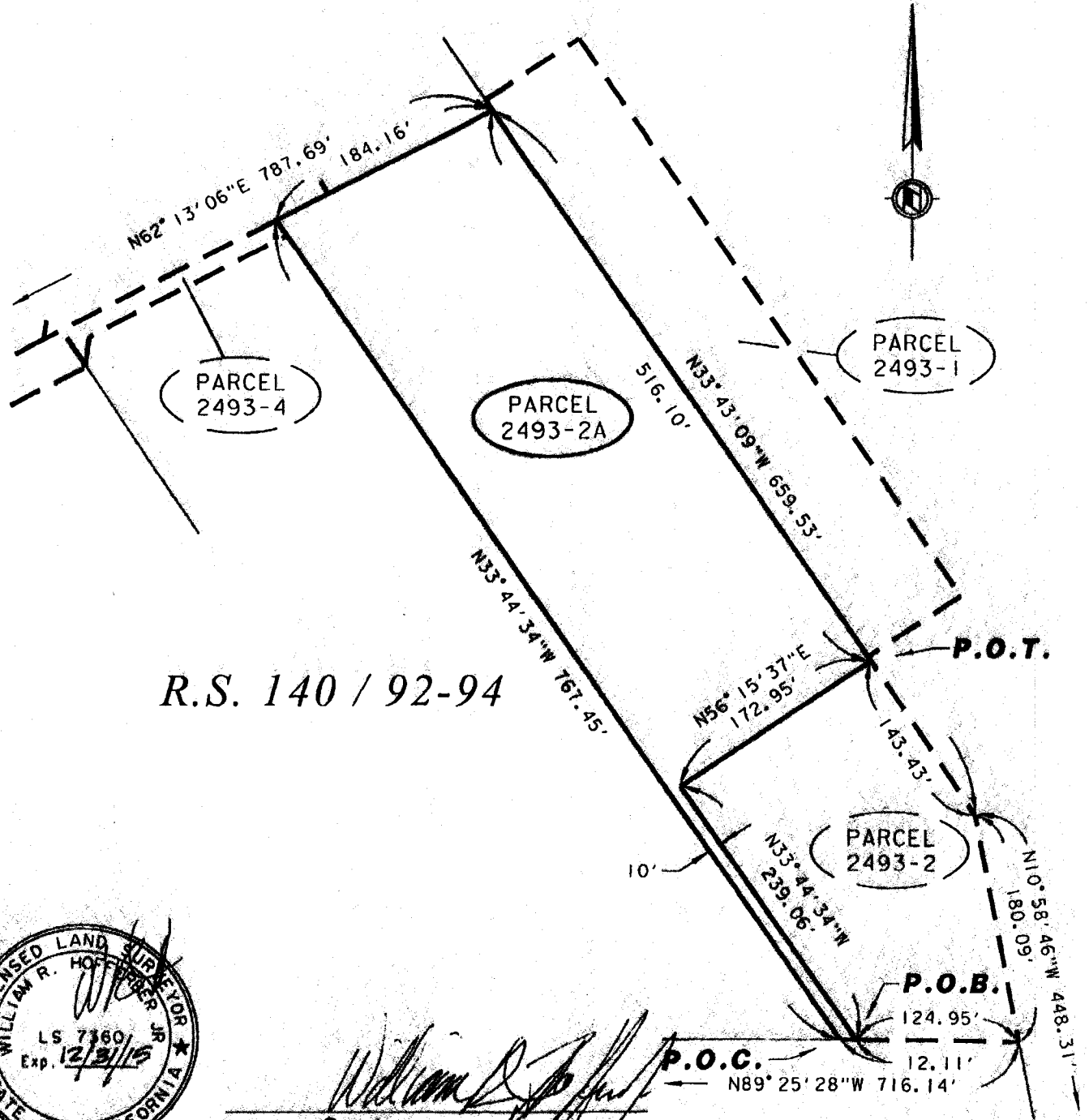

WILLIAM R. HOFFERBER, JR.

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

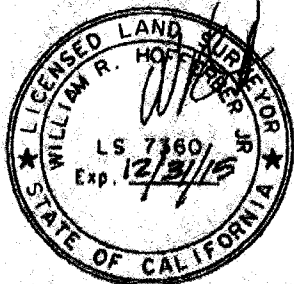
Date: 18 FEB. 2014

Exhibit "F"

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
 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 2493-2A	NO SCALE	DAB
		FEB-11-2014	SHEET NO. 1 OF 1

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° 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° 44' 34" West 239.06 feet along said parallel line;

Thence North 56° 15' 37" East 172.95 feet to the easterly line of said parcel being North 33° 43' 09" West 143.43 feet from the easterly corner of said Parcel and the Point of Termination.



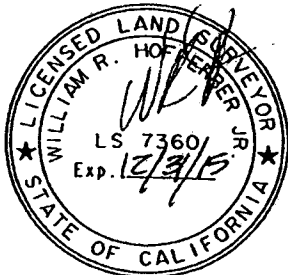
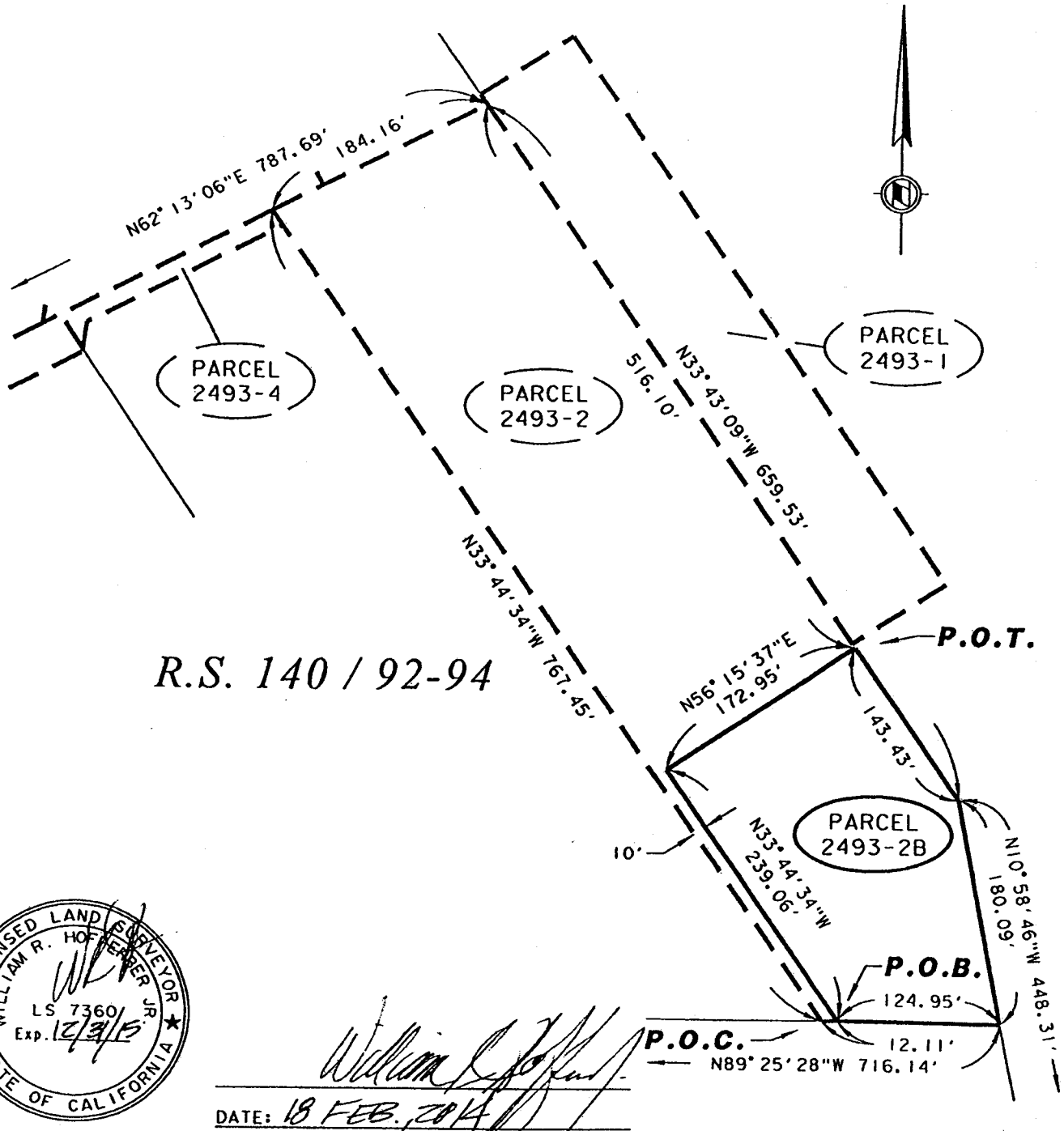

WILLIAM R. HOFFERBER JR.

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

Date: 10 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

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.



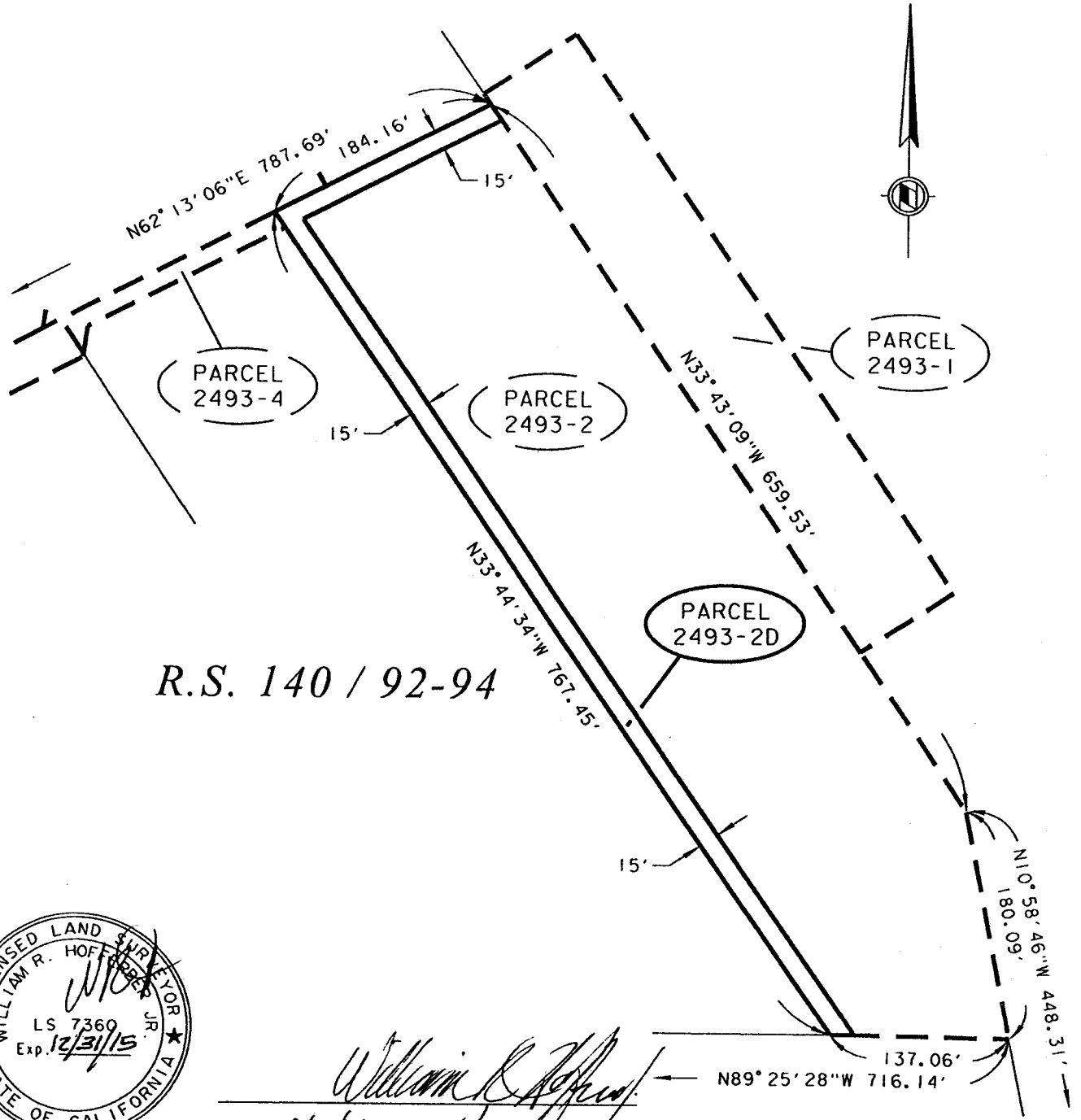

WILLIAM R. HOFFERBER JR.

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.



William R. Hoff, 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:	PREPARED BY:
		NO SCALE	DAB
		SHEET NO.	
		JUN-30-2014	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.



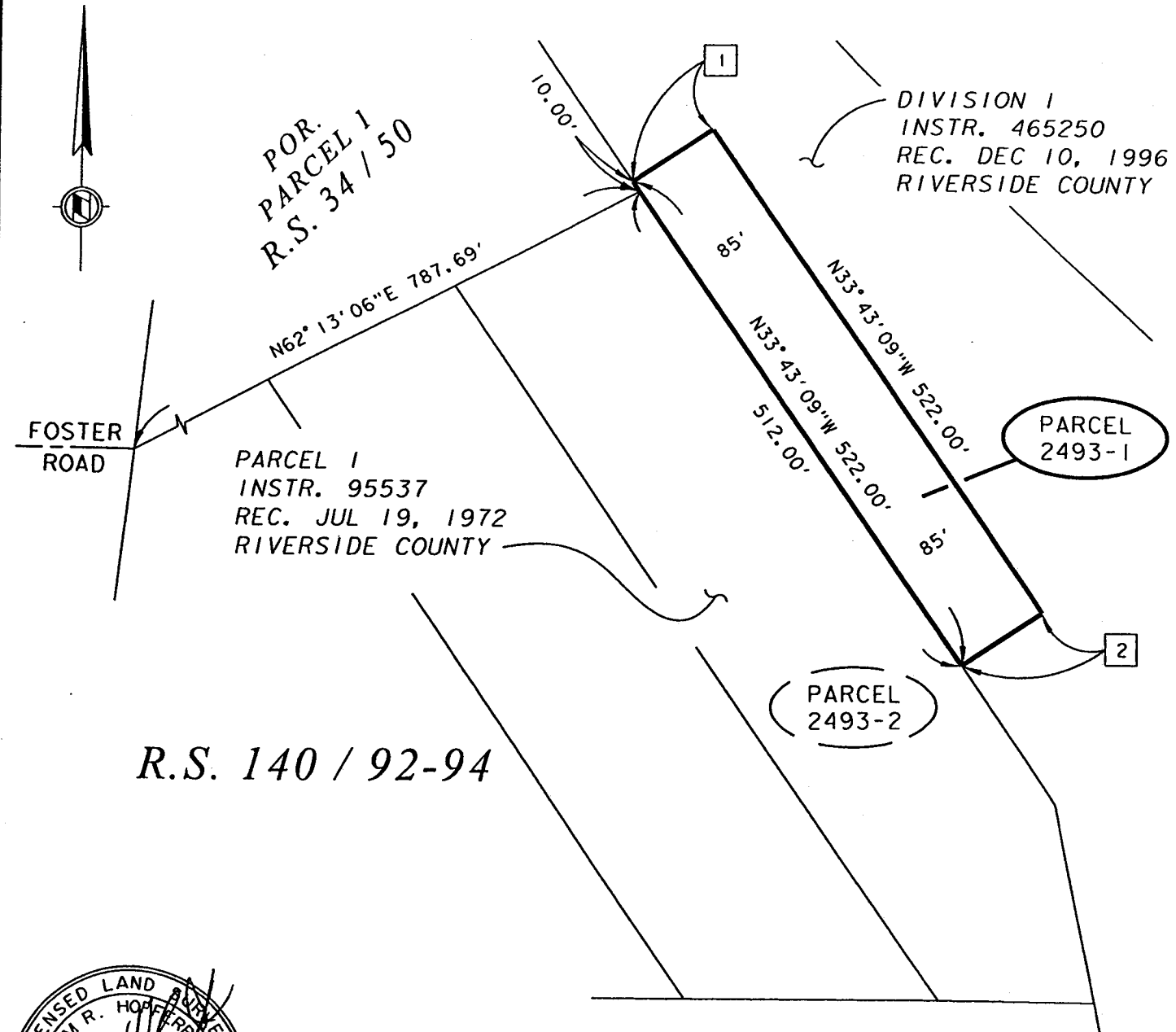

WILLIAM R. HOFFERBER JR.

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
 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	PREPARED BY: 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.



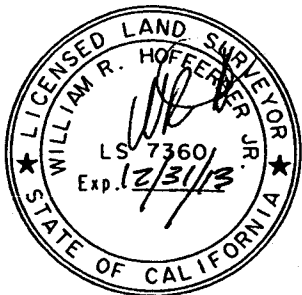
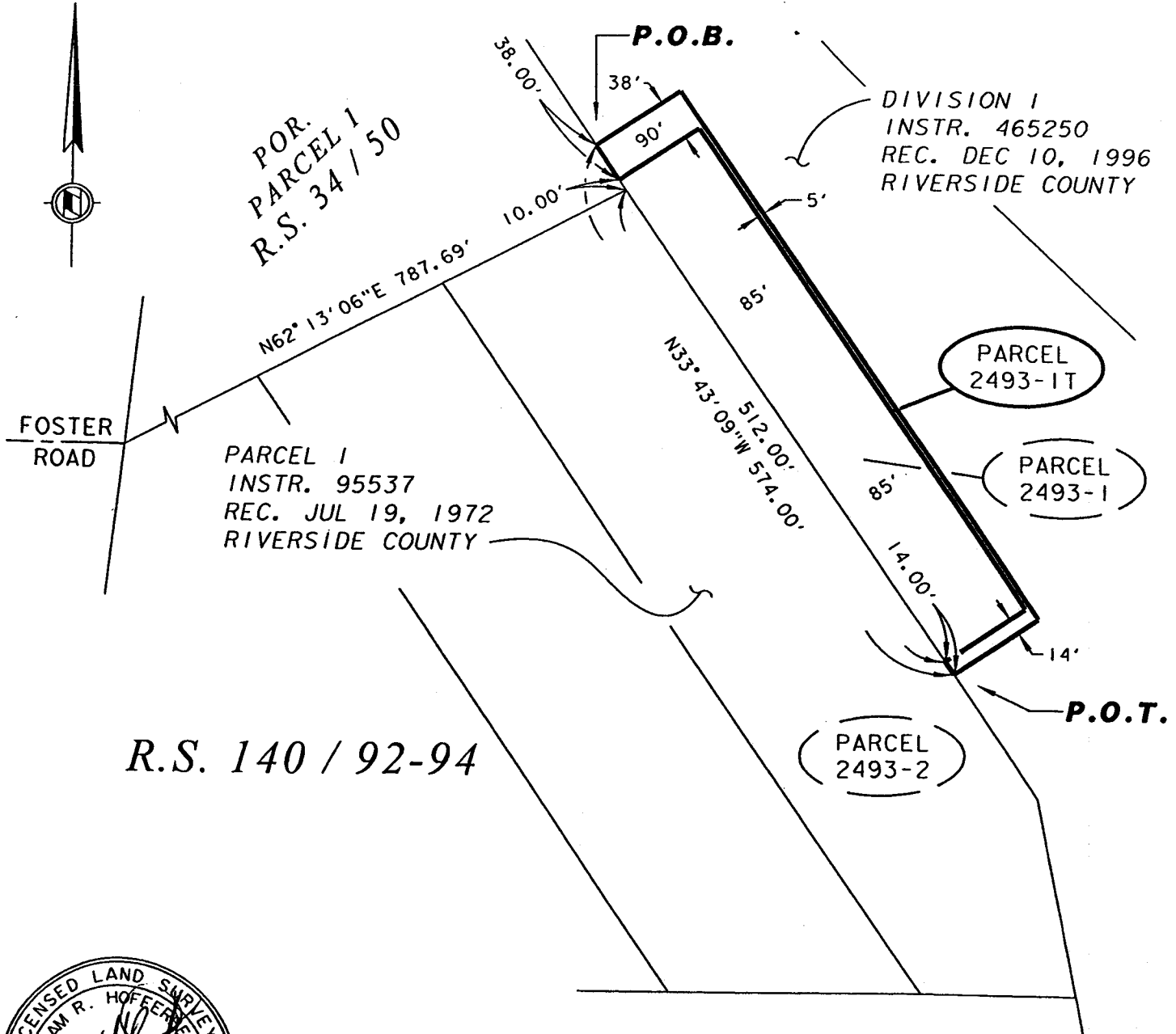

WILLIAM R. HOFFERBER JR.

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. 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):

2493-1T

SCALE:

NO SCALE

AUG-12-2013

PREPARED BY:

DAB

SHEET NO.

1 OF 1

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
 By *B. Kengemer* B. Kengemer
 Deputy

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 Mathews 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.

Kelli Weston
 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/Itc 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) | _____ |
| Total Received | <u>2231.25</u> |

Signature and title of person receiving payment: B. Krennemer

Notes:

Date	Reference Number	Description	Product/Zone	Size	Billed Units	Times Run	Rate	Gross Amount	Net Amount
10/14/2014	I09977691-10142014	Res. F2014-33	Press-Enterprise	3 x 364 Li	1092	1	1.45	1583.40	1583.40
Ordered By: Cecilia Gil									
RECEIVED RIVERSIDE COUNTY CLERK/BOARD OF SUPERVISORS 2014 OCT 17 PM 12: 18									
<i>Flood 11-1 of 10/07/14</i>									
Legal Advertising Invoice									Balance \$1,583.40

Sales Contact Information		Advertiser Information			
Name	Phone	Billing Period	Billed Account Number	Advertiser/Client Number	Advertiser/Client Name
Mania Tinajero	951-368-9225	10/14/2014 - 10/14/2014	1100141323	1100141323	BOARD OF SUPERVISORS

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR REMITTANCE

THE PRESS-ENTERPRISE **PE.com**

Legal Advertising Invoice

Advertiser/Client Name		
BOARD OF SUPERVISORS		
Billing Period	Billed Account Number	Advertiser/Client Number
10/14/2014 - 10/14/2014	1100141323	1100141323
Balance	Invoice Number	Terms Of Payment
\$1,583.40	I09977691-10142014	Due Upon Receipt

Billing Account Name And Address

Remittance Address

BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE
P.O. BOX 1147
RIVERSIDE, CA 92502

The Press-Enterprise
POST OFFICE BOX 12009
RIVERSIDE, CA 92502-2209

10/28/2014 1:08

THE PRESS-ENTERPRISE

Ad Copy:

1825 Chicago Ave, Suite 100
Riverside, CA 92507
951-684-1200
951-368-9018 FAX

**PROOF OF PUBLICATION
(2010, 2015.5 C.C.P)**

Publication(s): The Press-Enterprise

PROOF OF PUBLICATION OF

Ad Desc.: Res. F2014-33 /

I am a citizen of the United States. I am over the age of eighteen years and not a party to or interested in the above entitled matter. I am an authorized representative of THE PRESS-ENTERPRISE, a newspaper in general circulation, printed and published daily in the County of Riverside, and which newspaper has been adjudicated a newspaper of general circulation by the Superior Court of the County of Riverside, State of California, under date of April 25, 1952, Case Number 54446, under date of March 29, 1957, Case Number 65673, under date of August 25, 1995, Case Number 267864, under date of February 4, 2013, Case Number RIC 1215735, under date of July 25, 2013, Case Number RIC 1305730, and under date of September 16, 2013, Case Number RIC 1309013; that the notice, of which the annexed is a printed copy, has been published in said newspaper in accordance with the instructions of the person(s) requesting publication, and not in any supplement thereof on the following dates,

10/14/2014

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Date: October 14, 2014
At: Riverside, California



BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE
P.O. BOX 1147
RIVERSIDE, CA 92502

Ad Number: 0009977691-01

P.O. Number:

BOARD OF SUPERVISORS

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

RESOLUTION NO. F2014-33

DECLARATION OF SURPLUS REAL PROPERTY AND NOTICE OF INTENT 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, on July 11, 2014, the Riverside County Flood Control and Water Conservation District ("District") acquired certain real property with APNs 283-060-028 and 283-060-029, 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"); and

WHEREAS, the District has determined that 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 of land, portions of APNs 283-060-028 and 283-060-029, also referenced as RCFC Parcel Nos. 2493-2B and 2493-2D that is landlocked and not necessary for the Project, hereinafter referred to as the "Consideration Property"; 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 dispose 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; and

WHEREAS, the District has determined that the conveyance of the Consideration Property to the Lee Lake Water District will not interfere with the use of the property for the purposes of the District and desires to declare said property as surplus and provide notice of the District's intention to exchange said property with the Lee Lake Water District.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED AND NOTICE IS HEREBY GIVEN by the Board of Supervisors of the Riverside County Flood Control and Water Conservation District (District) in regular session assembled on October 7, 2014, pursuant to California Water Code - Appendix, Chapter 48, Sections 48-9 and 48-13, that the Board of Supervisors declares the Consideration Property as surplus and intends to convey, at or after 10:30 a.m. on October 21, 2014 to Lee Lake Water District, certain real property located in the unincorporated area of the County of Riverside, State of California, consisting of approximately 44,091 square feet of land, also referenced as RCFC Parcel Nos. 2493-2B and 2493-2D, portions of land with Assessor's Parcel Numbers 283-060-028 and 283-060-029, as described in Exhibit "A" and shown on Exhibit "B", attached hereto and made a part hereof in exchange for and as consideration to acquire certain interests in real property with Assessor's Parcel Number 283-060-013, RCFC Parcel Nos. 2493-1 and 2493-1T, as described in Exhibit "C" and shown on Exhibit "D", attached hereto and made a part hereof by Easement Deed and Right of Entry and Temporary Construction Easement Agreement from the Lee Lake Water District.

BE IT FURTHER RESOLVED AND DETERMINED that the fee and easement interests in real property to be conveyed to Lee Lake Water District are not required for the District's operation and maintenance of Temescal Creek - Foster Road Storm Drain, Stage 1 and the District shall retain fee rights in Parcel 2493-2A, as described in Exhibit "E" and shown on Exhibit "F", attached hereto and made a part hereof.

BE IT FURTHER RESOLVED AND DETERMINED that the Clerk of the Board of Supervisors is directed to give notice hereof as provided in Section 6061 of the Government Code.

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

S/William R. Hofferber Jr.
Land Surveyor No. 7360
Signed for Riverside County Flood Control and Water Conservation District
Date: 01 July, 2014

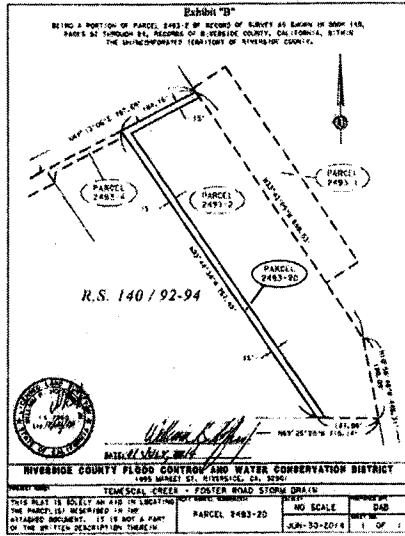


Exhibit "A"

**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 southwestern 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.

S/ William R. Hofferber Jr.
Land Surveyor No. 7360
Signed For: Riverside County Flood Control and Water Conservation District
Date: 18 Feb, 2014

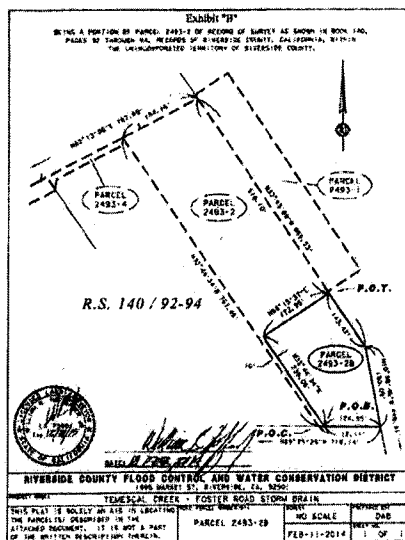


Exhibit "C"

**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.

S/ William R. Hofferber Jr.
Land Surveyor No. 7360
Signed For: Riverside County Flood Control and Water Conservation District
Date: 22 Aug., 2013

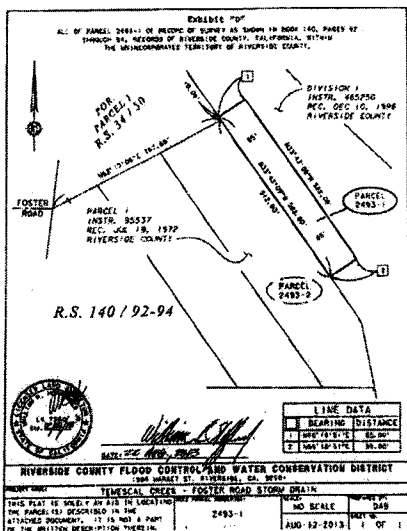


Exhibit "C"

**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.

S/ William R. Hofferber Jr.
Land Surveyor No. 7360
Signed For: Riverside County Flood Control and Water Conservation District
Date: 22 Aug., 2013

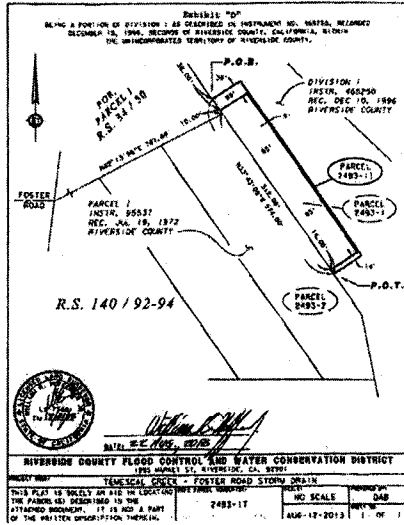


Exhibit "E"

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

Being a portion of Parcel 2493-2 of Record of Surveys 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 westerly and northerly of the following described line:

Commencing at the southwest 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.

S/William R. Hofferber Jr.
Land Surveyor No. 7360
Signed For: Riverside County Flood Control and Water Conservation District
Date: 18 Feb., 2014

