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## APPENDIX "A"

## GEOTECHNICAL MAPS





Qw Very young wash deposits (late Holocene)-Unconsolidated sand and gravel deposits in active washes.
Qya Young axial-channel deposits (Holocene and late Pleistocene)-Slightly to moderately consolidated sith, sand, and gravel deposits.

Qyf Young alluwial-fan deposits (Holocene and late Pleistocene)—Unconsolidated to moderately consolidated silt, sand, pebbly cobbly sand alluvial- fan deposits

Puente Formation - Marine sedimentary bedrock
Tpsc Sycamore Canyon Member (early PHocene and Miocene)-predominantly sandstone and pebble conglomerate. Sycarnore Canyon Member is laterally variable, composed of varying amounts of pale gray, thick-bedded to massive, medium- to coarse-grained, friable sandstone; pale gray, thin-bedded, siliceous siltstone; pale gray, poorly bedded siltstone, and brownish-gray, massive conglomerate.

Tpsq Soquel Member (Miocene)-Sandstone and siltstone, sandstone predominates Gray to yellowish-gray, massive to well- bedded, medium- to coarse-grained, poorly sorted sandstone interbedded with matrixsupported pebbly sandstone, Many sandstone beds are graded. Locaily conglomeratic.

| GEOLOGIC INDEX MAP |  |  |
| :---: | :---: | :---: |
| ALBERTA. WEBB ASSOCIATES | RIVEREOTIECCHNICAL INVESTIGATION RIVERSIDE COUNTY FLOOD CONTROL |  |
| NOVEMBER 2013 |  | - |

## APPENDIX "B"

## EXPLORATORY LOGS

## KEY TO LOGS

## LEGEND OF LAB/FIELD TESTS:

Blows A measure of the penetration resistance of soil expressed as the number of hammer blows required to advance the indicated sampler 6 inches (or less if noted). Samplers are driven with an automatic hammer that drops a 140 -pound weight 30 inches for each blow. After the required seating, samplers are advanced up to 18 inches ahead of the boring, providing up to three sets of blows per drive.

Cor. Chemical/Corrosivity Tests (CT 417, 422 and 643)
Dist. Indicates Disturbed Sample
DS Direct Shear Test (ASTM D3080)
N.R. Indicates No Recovery of Sample

Pass \#200 Wash through \#200 Screen
Ring Indicates Relatively Undisturbed Ring Sample. The number of blows per 6 inches required to drive a California sampler (3.00" O.D. and 2.42" I.D.) 18 inches, using a 140-pound weight falling 30 inches was recorded.

SA Sieve Analysis (ASTM C117/136)
SPT Indicates a sample obtained with an unlined Standard Penetration Test sampler (2" O.D. and 1-3/8" I.D.).

## UNIFIED SOIL CLASSIFICATION SYSTEM

| UNIFIED 80IL CLAB8IFICATION AND 8YMBOL CHART |  |  |
| :---: | :---: | :---: |
| COARSE-GRAINED SOILS <br> (more than 50\% of material ia larger than No. 200 sleve siza) |  |  |
| Claan Grevels (Less than 5\% fries) |  |  |
| ERAVEIS <br> More than 50\% of coarse fraction larger than No. 4 sleve size | GW | Well-reded gravels, pravelsend <br>  |
|  | 50 | Pooflygraded gravels, gravel-eand mbdures, litue or no fines |
|  | Gravela with fines (More than 12\% firms) |  |
|  | 啷 CM | Blily gravata, graveleand-alt mixhres |
|  |  | Clayey pravels, gravel-and-diny mbxtures |
| Clean Sands (Less than $6 \%$ fines) |  |  |
| SANDS <br> 60\% or more of coares fraction smallar than No. 4 sfeve stre | SW | Wellorraded sands, gravely zands, utite or no fines |
|  | 窥 5 S | Poorly greded sande, gravelly eands, Ittio or no fines |
|  | Sand | with fanes (More than 12\% finee) |
|  |  | Efity sands, cand-alla mbiures |
|  | SC | Clayoy eands, eand-cley muxtures |
| FINE-GRAINED SOLLS <br> ( $50 \%$ or more of meterial is smalier than No. 200 sieve size) |  |  |
| SILT8 <br> AND <br> CLAY8 <br> Llqud Inlt lass then 50\% | ML | Inorganlc allis and vary fine sands, rock hour, allty of cleywy tine sands or comyy elits with alight plasticity |
|  | CL | horgantc olays of low to meadum plastictly, gravally claya, sandy claya, shty ctayn, loen clays |
|  | OL | Organce allite and organcta sally clayy of low plasticity |
| $\begin{aligned} & \text { SILT8 } \\ & \text { AND } \end{aligned}$ | MH | Inorgante stith, mleaceots of diatomaceous fine sandy or silly solis, elantic sith |
| CLAY8 <br> Liquid limit |  | Inorpance olsys of high plastiofly, fat daya |
|  |  | Organic clays of medtum to high phactictity, orpante silts |
| $\begin{gathered} \text { HICHYY } \\ \text { ORGANIC } \\ \text { SOHR } \end{gathered}$ |  | Peat and other highly organic soils |


| LABORATORY CLAESIFICATION CRIERIA |  |
| :---: | :---: |
| GW $C_{u}=\frac{D_{80}}{D_{10}}$ greatar then | $C_{c}=\frac{D_{30}^{2}}{D_{10} \times D_{60}} \text { between } 1 \text { and } 3$ |
| GP Not mating all gratilin requremanta for GW |  |
|  | Above "A" Ine with P.I. batreas 4 and 7 anc borderine cases requiting lese of dual aymbila. |
|  |  |
| SW $C_{u}=\frac{D_{60}}{D_{10}}$ grecter tian $6 ; C_{c}=\frac{D_{30}{ }^{2}}{D_{10} \times D_{80}}$ botween 1 and 3 |  |
| SP Not meethr all pridition requrament for SW |  |
| SM Attentarg IMitits below 'A' | Linlts ploting in shaded zone whth. P.I. between 4 and 7 arg bordiviline coses requiting usa of dual symbota. |
|  |  |

Dutamine percentapes of sand and grevel fom grainstze arve. Dapending on percontage of ines (huction matior than No .200 elfeve atas). Coareograhod matis rectasmed as follow:
Leas then 5 perconth. $\qquad$ _GW, GP, BW, EP Mors than 12 percent. CM, GC, 8M, 8C 51012 percent................................Boridarine cases requining dual mymbols


## EXPLORATORY BORING NO. 1

Date Drilled: 11/6/13
Equipment: CME 55 Truck Rig
Surface Elevation(ft): 448.0

Client: Albert A. Webb Associates
Driving Weight / Drop: $140 \mathrm{lbs} . / 30 \mathrm{in}$.
Logged by: VJR Measured Depth to Water(f): 18.0


Job No. Enclosure
13025-3 B-1a

## EXPLORATORY BORING NO. 1

Date Drilled: 11/6/13
Equipment: CME 55 Truck Rig

Client: Albert A. Webb Associates
Driving Weight / Drop: $140 \mathrm{lbs} . / 30 \mathrm{in}$.
Logged by: VJR
Measured Depth to Water( ft ): 18.0

|  | $\begin{aligned} & \text { 오 } \\ & \text { 高 } \\ & \text { 둥 } \\ & \hline \end{aligned}$ | VISUAL CLASSIFICATION |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  | (SP) Sand, fine to coarse, with gravel to $3^{\prime \prime}$ and few silt, gray <br> END OF BORING <br> REFUSAL DUE TO DRILLING CONDITIONS <br> NO BEDROCK <br> FILL TO $4^{1}$ <br> GROUNDWATER AT $18^{\prime}$ <br> MODERATE CAVING |  | $\searrow$ |  | $\begin{aligned} & 18 \\ & \hline 18 \\ & 44 \\ & 50 \end{aligned}$ | 100 | 124 | Ring |

## EXPLORATORY BORING NO. 2

Date Drilled: 11/6/13
Equipment: CME 55 Truck Rig

Client: Albert A. Webb Associates
Driving Weight / Drop: $140 \mathrm{lbs} . / 30 \mathrm{in}$.
Logged by: VJR
Measured Depth to Water(ft): 19.0


## EXPLORATORY BORING NO. 2

Date Drilled: 11/6/13
Equipment: CME 55 Truck Rig
Surface Elevation(ft): 448.0

Client: Albert A. Webb Associates
Driving Weight / Drop: $140 \mathrm{lbs} . / 30 \mathrm{in}$.
Logged by: VJR
Measured Depth to Water(ft): 19.0

|  |  | VISUAL CLASSIFICATION |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  | (SP) Sand, fine to coarse, few silt and gravel to $2^{\prime \prime}$, gray <br> END OF BORING <br> REFUSAL DUE TO DRELING CONDITIONS <br> NO BEDROCK <br> NO FILL <br> GROUNDWATER AT 19' <br> MODERATE CAVING | Sand Plug | $\triangle$ |  | $\begin{aligned} & 28 \\ & 37 \\ & 50 \end{aligned}$ |  |  | SPT |
|  |  | SAWPA BRINE LINE SHEET P SANTA ANA RIVER, RIVERSI | ROTEC OUNTY |  |  |  |  | $\begin{aligned} & \text { No. } \\ & 025-3 \end{aligned}$ | $\begin{aligned} & \text { nclosure } \\ & \text { B-2b } \end{aligned}$ |

## EXPLORATORY BORING NO. 3

Date Drilled: 11/6/13
Equipment: CME 55 Truck Rig
Surface Elevation(fi): 448.0

Client: Albert A. Webb Associates
Driving Weight / Drop: $140 \mathrm{lbs} . / 30 \mathrm{in}$.
Logged by: VJR
Measured Depth to Water(ft): 26.0


## EXPLORATORY BORING NO. 4

Date Drilled: 11/7/13
Equipment: CME 75 Truck Rig
Surface Elevation(ft): 446.0

Client: Albert A. Webb Associates
Driving Weight / Drop: $140 \mathrm{lbs} . / 30 \mathrm{in}$.
Logged by: VJR

Measured Depth to Water(ft): 21.0


## EXPLORATORY BORING NO. 4

Date Drilled: 11/7/13
Equipment: CME 75 Truck Rig
Surface Elevation(ft): 446.0

Client: Albert A. Webb Associates
Driving Weight/Drop: $140 \mathrm{lbs} . / 30 \mathrm{in}$.
Logged by: VJR
Measured Depth to Water(f): 21.0

| 톷 <br> 高 <br> 岂 |  | VISUAL CLASSIFICATION | $\begin{aligned} & \text { no } \\ & \frac{0}{2} \\ & \frac{1}{2} \\ & \frac{1}{4} \end{aligned}$ |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| - 40 |  | (SP-SM) Sand, fine to coarse, with silt and gravel to l", gray (SM) Silty Sand, fine, few clay, gray (SP-SM) Sand, fine to coarse, with silt and gravel to 2", gray (GM) Silty Sandy Gravel, fine to coarse, gray (SP-SM) Sand, fine to coarse, with silt and gravel to 2", gray Hard Gravel Lens NO REFUSAL NO BEDROCK FIL TO 4' GROUNDWATER AT 21' MODERATE CAVING |  |  |  | 6 12 6 <br> 17 34 30 30 $\begin{gathered} 27 \\ 48 \\ 50 / 5^{\prime \prime} \end{gathered}$ |  |  | SPT <br>  <br>  <br>  <br>  <br> SPT <br>  |

EXPLORATORY BORING NO． 5

Date Drilled：11／7／13
Equipment：CME 75 Truck Rig
Surface Elevation（f）： 437.0

Client：Albert A．Webb Associates
Driving Weight／Drop： $140 \mathrm{lbs} . / 30 \mathrm{in}$ ．
Logged by：VJR
Measured Depth to Water（ft）：N／A

| $\begin{aligned} & \text { 巨 } \\ & \text { 퐁 } \\ & \text { 㟧 } \\ & \hline \end{aligned}$ |  | VISUAL CLASSIFICATION | 告 |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| － 5 |  | （SM）Silty Sand，fine to medium，with gravel to 3＂， brown <br> （GM）Silty Sandy Gravel，fine to medium，brown <br> Puente Formation Sandstone recovered as（SM）Silty Sand，fine，few gravel to 1 ＂，yellow brown <br> END OF BORING <br> REFUSAL ON BEDROCK <br> NO GROUNDWATER <br> NO FILL <br> MODERATE CAVING IN UPPER $10{ }^{\prime}$ <br> SANDSTONE BEDROCK RECOVERED AS（SM）AT 19＇ |  |  | \％${ }^{8 \times 8}$ | 50 <br> 50／5＂ | 1.8 |  | SPT <br>  <br>  <br>  <br> SPT <br>  <br>  <br> SPT |

## EXPLORATORY BORING NO. 6

Date Drilled: 11/7/13
Equipment: CME 75 Truck Rig
Surface Elevation(ft): 437.0

Client: Albert A. Webb Associates
Driving Weight / Drop: $140 \mathrm{lbs} . / 30 \mathrm{in}$.
Logged by: VJR
Measured Depth to Water(ft): 41.5

| $\begin{aligned} & \underline{\underline{E}} \\ & \text { 포 } \\ & \text { 岂 } \end{aligned}$ | $\begin{aligned} & \text { 옾 } \\ & \text { 菏 } \\ & \frac{1}{5} \end{aligned}$ | VISUAL CLASSIFICATION |  |  |  |  |  | $\begin{aligned} & \stackrel{5}{3} \\ & 5 \\ & 5 \\ & \frac{5}{2} \\ & \text { 듬 } 8 \end{aligned}$ |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 5 <br> 10 <br> 15 <br> 20 <br> 25 <br> 30 |  | (SM) Silty Sand, fine to medium, with gravel and few cobbles to 4", brown <br> (GM) Silty Sandy Gravel, fine to medium, with silt and few clay, brown | Native <br> Bedrock <br> Hard <br> Drilling <br> Smoky <br> Auger |    |  | 7 9 <br> 8 <br> 50/4" <br> 50/2" | 40 <br> 7.9 <br> 11.6 | 78 <br> 116 <br> Dist. | Ring <br> DS, SA, Ring <br> Ring |

## EXPLORATORY BORING NO. 6



## APPENDIX "C"

## LABORATORY TESTING

SCREEN (IN) / SIEVE NO. - U.S.A. Standerd Series (ASTM D422)


PARTICLE SIZE IN MILLIMETER

| Cobbles \& Boulders | Gravel |  | Sand |  | $*$ | Sith |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |


|  | Boring No. | Depth | Gravel | Sand | Fines | Clay | $\mathrm{D}_{10}$ | $\mathrm{D}_{14}$ | $\mathrm{D}_{30}$ | $\mathrm{D}_{6}$ | C. | C |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| - | 1 | 20 | 1.5 | 42.5 | 560 |  |  |  | 0.047 | 0.102 |  |  |
|  | (ML) Sandy Silt, fine to medium |  |  |  |  |  |  |  |  |  |  |  |
| - | 6 | 17 | 28.6 | 41.0 | 30.4 |  |  | 0.072 | 0.317 | 0.787 |  |  |
|  | (SM) Silty sand with gravel |  |  |  |  |  |  |  |  |  |  |  |


|  | PARTICLE SIZE DISTRIBUTION (ASTM D422) |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | Project: | Proposed SAWPA Brine Line Sheet Pile Prolection Project |  |  |  |  |
|  | Location: | Santa Ana River, Riverside County, California |  |  |  |  |
|  | Job Number: | 13025-3 | Engineer: | fy | Enciosure: | C-1 |



|  | Boring No． | Depth（fi） | $\gamma_{t}(\mathrm{pc})$ | W（\％） | $\mathrm{C}_{\mathrm{pl}}(\mathrm{psin})$ | $\phi_{\mathrm{ych}}\left({ }^{(0)}\right.$ | Crs（psf） | $\phi_{r 1}\left({ }^{\circ}\right)$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| － | 1 | 20 | 93.5 | 324 | 0.0 | 365 | 0.0 | 31.6 |
|  | （ML）Sandy Silt，fipe to medium／Undisturbed |  |  |  |  |  |  |  |
| － | 3 | 10 | 95.0 | 60 | 450.6 | 293 | 526.3 | 26.5 |
|  | （SM）Silty sand，fine to medium／Undisturbed |  |  |  |  |  |  |  |
| $\bullet$ | 6 | 17 | 1160 | 7.8 | 345.9 | 29.3 | 349.5 | 28.5 |
|  | （SM）Silty sand with gravel／Undisturbed |  |  |  |  |  |  |  |



| DIRECT SHEAR TESTS（ASTM D3080） |  |  |  |  |
| :--- | :--- | :---: | :--- | :--- |
| Project： | Proposed SAWPA Brine Line Sheet Pile Protection Project |  |  |  |
| Location： | Santa Ana River，Riverside County，California |  |  |  |
| Job Number： | $13025-3$ | Engineer： | fy | Enclosure： |



|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| 3000 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 3000 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| 응 |  |  |  |  |  |  |  |  |  |  |  |  |  |  | $\cdots$ |  |  |  |  |
| 穯 |  |  |  |  |  |  |  |  |  |  |  |  |  | $\cdots$ |  |  |  |  |  |
| $\underline{\square}$ |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 矿 2000 |  |  |  |  |  |  |  |  |  |  |  | $\cdots$ |  |  |  |  |  |  |  |
| 㐭 |  |  |  |  |  |  |  |  |  | － | $\cdots$ |  |  |  |  |  |  |  |  |
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| 0 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |



DIRECT SHEAR TESTS (ASTM D3080)

| Boring No. Depth (ft) | USCS | $\gamma_{d}(\mathrm{pcf})$ | $w(\%)$ | $\mathrm{C}_{\mathrm{pl}}(\mathrm{psf})$ | $\phi_{\mathrm{pk}}\left({ }^{\circ}\right)$ | $\mathrm{C}_{\mathrm{n}}(\mathrm{psf})$ | $\phi_{\mathrm{r}}\left({ }^{( }\right)$ |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 1 | 20 | ML | 93.5 | 32.4 | 0.0 | 36.5 | 0.0 | 31.6 |
| 3 | 10 | SM | 95.0 | 6.0 | 450.6 | 29.3 | 526.3 | 26.5 |
| 6 | 17 | SM | 116.0 | 7.9 | 345.9 | 29.3 | 349.5 | 28.5 |

FINES CONTENT (ASTM C117)

| Boring No. | 3 |
| :---: | :---: |
| Depth (ft) | 10 |
| Fine Contents (\%) | 19 |
| Classification | SM |

Table 1 - Laboratory Tests on Soil Samples
C.H.J. Consultants

AAWA Sariline Protection
Your \#13025-3, HDR|Schiff\#131-0871LAB
12-Nou-13

Sample ID
1A $\quad 3 \mathrm{~A} \quad$ 6A
Resistivity
$\substack{\text { as-received } \\ \text { saturated }}$
pH

Electrical

| Conductivity | $\mathrm{mS} / \mathrm{cm}$ | 0.04 | 0.16 | 0.07 |
| :--- | :--- | :--- | :--- | :--- |

## Chemical Analyses

Cations

| calcium | $\mathrm{Ca}^{2+}$ | $\mathrm{mg} / \mathrm{kg}$ | 39 | 86 | 59 |
| :--- | :--- | :--- | :--- | :--- | :--- |
| magnesium | $\mathrm{Mg}^{2+}$ | $\mathrm{mg} / \mathrm{kg}$ | 4.2 | 17 | 11 |
| sodium | $\mathrm{Na}^{{ }^{1+}}$ | $\mathrm{mg} / \mathrm{kg}$ | 8.5 | 52 | 20 |
| potassium | $\mathrm{K}^{1+}$ | $\mathrm{mg} / \mathrm{kg}$ | 11 | 31 | 11 |
| Anions |  |  |  |  |  |
| carbonate | $\mathrm{CO}_{3}{ }^{2-}$ | $\mathrm{mg} / \mathrm{kg}$ | ND | ND | ND |
| bicarbonate | $\mathrm{HCO}_{3}{ }^{1-} \mathrm{mg} / \mathrm{kg}$ | 104 | 268 | 146 |  |
| fluoride | $\mathrm{F}^{1-}$ | $\mathrm{mg} / \mathrm{kg}$ | 1.7 | 12 | 3.3 |
| chloride | $\mathrm{Cl}^{1-}$ | $\mathrm{mg} / \mathrm{kg}$ | 2.8 | 3.9 | 2.6 |
| sulfate | $\mathrm{SO}_{4}{ }^{2 \cdot}$ | $\mathrm{mg} / \mathrm{kg}$ | 7.3 | 117 | 27 |
| phosphate | $\mathrm{PO}_{4}{ }^{3-}$ | $\mathrm{mg} / \mathrm{kg}$ | 3.0 | 2.5 | 6.2 |

Other Tests

| ammonium | $\mathrm{NH}_{4}{ }^{1+}$ | $\mathrm{mg} / \mathrm{kg}$ | 1.5 | 2.9 | 1.0 |
| :--- | :--- | :--- | :--- | :--- | :--- |
| nitrate | $\mathrm{NO}^{{ }^{1+}}$ | $\mathrm{mg} / \mathrm{kg}$ | 11 | 8.7 | 22 |
| sulfide | $\mathrm{S}^{2-}$ | qual | na | na | na |
| Redox |  | mV | 8 | na | na |

Electrical conductivity in millisiemens/cm and chemical analysis were made on a $1: 5$ soil-to-water extract. $\mathrm{mg} / \mathrm{kg}=$ milligrams per kilogram (parts per million) of dry soil.
Redox $=$ oxidation-reduction potential in millivolts
ND $=$ not detected
na $=$ not analyzed

## APPENDIX "D"

## CALIFORNIA DEPARTMENT OF TRANSPORTATION <br> (CALTRANS)

PERMIT NO. 08-13-N-TK-0480

## STATE OF CALIFORNIA－DEPARTMENT OF TRANSPORTATION

## ENCROACHMENT PERMIT

TR－0120（REV．6／2012）

| Permit No． |  |
| :---: | :---: |
| 08－13－N－TK－0480 |  |
| Dist／Co／Rte／PM |  |
| 08－RIV－71 PM 2．118－PM 2.295 |  |
| Date |  |
| 08／29／2013 |  |
| Fee Paid | Deposit |
| \＄EXEMPT | \＄EXEMPT |
| Performance Bond Amount（1） | Payment Bond Amount（2） |
| \＄ 0.00 | \＄ 0.00 |
| Bond Company |  |
| Bond Number（1） | Bond Number（2） |

## TO：Riverside County Flood Control \＆Water Conservation District 1995 Market Street <br> Riverside，CA 92501

Attn：Alberto Martinez 909－955－1299

## ，PERMITTEE

and subject to the following，PERMISSION IS HEREBY GRANTED to：

Enter onto State Route 71 right－of－way near $S R 91$ Interchange to use existing dirt roads along both sides of the 71 freeway to access to flood control construction project，as per plans date stamped August 19， 2013 by the Caltrans District 8 Encroachment Permits Office， and／or as directed by the Caltrans Representative．
Permittee shall obtain modify work rider from Caltrans for any modification in the State right of way beyond the scope of work of this permit and reconstruct any minor changes or damages to pavement to the existing condition after project completion．Permittee is responsible for maintaining the access road．
Notwithstanding General Provision \＃4，your contractor is required to apply for and obtain an encroachment permit prior to start work．A fee／deposit of $\$ 1148.00$ for processing and inspection is required at the time of application．

A pre－job meeting with the assigned Caltrans Representative，Ray Behbahani，909－383－6348，is required at least 7 days prior to start of any work under this permit！Failure to do so may result in permit revocation with no prejudice．
THIS PERMIT IS NOT A PROPERTY RIGHT AND DOES NOT TRANSFER WITH THE PROPERTY TO A NEW OWNER．

The following attachments are also included as part of this permit（Check applicable）：

囚 Yes $\square$ No General Provisions
$\square$ Yes $⿴ 囗 ⿱ 一 一 \quad$ No Utility Maintenance Provisions
® Yes $\square$ No Storm Water Special Provisions
Y Yes $\square$ No Special Provisions
$\square$ Yes $\triangle$ No A Cal－OSHA permit，if required：Permit No．
$\square$ Yes 囚 No As－Built Plans Submittal Route Slip for Locally Advertised Projects
$\square$ Yes $\boxtimes$ No Storm Water Pollution Prevention Plan／Water Pollution Control Plan

In addition to fee，the permittee will be billed actual costs for：
（if any Caltrans effort expended）
$\square$ Yes $\boxtimes$ No The information in the environmental documentation has been reviewed and considered prior to approval of this permit．

This permit is void unless the work is completed before．Auqust 29， 2014
This permit is to be strictly construed and no other work other than specifically mentioned is hereby authorized．
No project work shall be commenced until all the other necessary permits and the environmental clearances have been obtained．

## PERMIT ENGINEER：Reza Moslemi

COPIES TO：
Maintenance：West Valley 750
EP Inspector：ray Behbahani
File：13－0480


In addition to the attached General Provisions, the following checked special provisions are applicable:

- A PRE-JOB MEETING WITH THE ASSIGNED CALTRANS REPRESENTATIVE, Ray Behbahani, 909-383-6348 AT LEAST 7 DAYS IS REQUIRED PRIOR TO START OF ANY WORK UNDER THIS PERMIT. FAILURE TO DO SO WILL RESULT IN PERMIT CANCELLATION AND RESUBMITTAL MAY BE REQUIRED.

Notwithstanding General Provision \#4, your contractor is required to apply for and obtain an encroachment permit prior to starting work. A fee/deposit of $\$ 1148$ for inspection, and $\$ \square$ for electrical equipment is required at the time of application.

Y You are required to submit an approved Storm Water Pollution Prevention Plan (SWPPP) for projects with a cumulative disturbed soil area equal or greater than 1 acre, and an approved Water Pollution Control Program (WPCP) for projects with a disturbed soil area less than 1 acre, unless otherwise required by other agencies (RWQCBs, U.S. Army Corps of Engineers, Department of Fish and Game, etc.).Upon the expiration of this permit, the Permittee is required to apply for the countywide annual maintenance permit for this new facilities installed under the Permit No.: $\square$The Permittee is required to apply for a separate permit to maintain and/or replace in kind of these facilities on each occurrence upon the expiration of this permit.
$\square$ The Permittee shall provide the stage construction traffic handling plans, work schedule and a list of all sub-contractors to the Department's Representative at the time of the pre-construction meeting or prior to start construction.
$\boxtimes$ All traffic control, signing and striping shall comply with California MUTCD 2012. It is available at: http://www.dot.ca.gov/hq/traffops/signtech/mutcdsupp/ca_mutcd.htm
$\boxtimes$ Contractor shall comply with Department 2010r Standard Specifications, Department 2010r Standard Plans, Revised Standard Plans and the project special provisions. The latest Revised Standard Plans are available at: http://www.dot.ca.gov/hq/esc/oe/standards.php
$\boxtimes$ All personnel shall wear hard hats and orange or lime vests, shirts or jackets as appropriate while on State property.

The Permittee's work shall be subordinated to any operations which the Department may conduct and shall not delay, nor interfere with the Department's Forces or Department's Contractors.
$\boxtimes$ Attention is directed to Standard Specifications Section 7-1.11, Preservation of Property, and Business and Professions Code, Section 8771. The Permittee shall physically inspect the work site and locate survey monuments prior to work commencement. Monuments shall be referenced or reset in accordance with the Business and Professions Code.
$\boxtimes$ No lane may be closed or obstructed at any time unless specifically allowed per the encroachment permit, shown in approved traffic control plans, and/or as directed by the Department's Representative.

## PAGE 2：ATTACHED TO AND MADE PART OF PERMIT NO．08－13－N－TK－0480

－$\boxtimes$ Except for installing，maintaining and removing traffic control devices，any work encroaching within 3 feet of the edge of a travel lane for areas with a posted speed limit below 45 mph ，or 6 feet of the edge of a travel lane， for areas with a speed limit posted at 45 mph or higher，shall require closing of that travel lane．Any work encroaching within 6 feet of the edge of the shoulder，shall require closing of that shoulder．Permittee shall notify the Department＇s Representative，and obtain approval of，all traffic control，lane closures or detours，at least seven（7）WORKING DAYS prior to setting up of any traffic control．
Traffic control is generally authorized between 9：00 AM and 3：00 PM only on Monday through Thursday and until 1：00 PM on Fridays，excluding holidays except specified in the Permit．Lane closure is not allowed on Saturdays，Sundays and designated holidays．The designated holidays are：January 1 st，the third Monday in January，the second and third Mondays in February，March 31，the last Monday in May，July 4th，the first Monday in September，the second Monday in October，November 11th，Thanksgiving Day，the day after Thanksgiving Day，and December 25th．When a fixed holiday falls on Saturday，the preceding Friday shall be designated as holiday．
$\triangle$ Should any deviation from these procedures or conditions be observed，all work shall be suspended until satisfactory steps have been taken to ensure compliance．

区 If time extension is necessary，a request for time extension and the accompanying attachments must be made a minimum of two（2）weeks prior to completion date stated on face of permit．If work has not been started before completion date，the permit will be voided．Failure to comply with rules and regulations stated on permit will jeopardize future permit privileges．

## 区＂AS－BUILT＂PLANS ARE REQUIRED UPON COMPLETION OF ALL WORK．PLEASE REFER TO THE GENERAL PROVISION TR－0045，ITEM 22 FOR THE＂AS－BUILT＂REQUIREMENTS．NO FINAL INSPECTION WILL BE PERFORMED UNTIL THE DEPARTMENT IS IN RECEIPT OF＂AS－BUILT＂PLANS．

$\boxtimes$ No vehicle or equipment shall be stored overnight within the right of way；it shall be removed immediately at the completion of the day＇s work．Refueling of vehicle or equipment within the right of way is strictly prohibited．

Q Required traffic control devices shall be installed around fixed objects to warn the motoring public for safety． Personal vehicles of the contractor shall not be parked within freeway right of way．
© No materials or waste shall be stockpiled within State right of way．
Except as specifically provided herein，all requirements of the Vehicle Code and other applicable laws must be complied with in all particulars．

When traffic cones or delineators are used to delineate a temporary edge of traffic lane，the line of cones or delineators shall be considered to be the edge of the traffic lane．The permittee shall not reduce the width of the existing lane to less than 10 feet without written approval from the Department＇s Representative．

区 Excavations made within the limits of the right of way shall be backfilled and resurfaced to original condition before leaving the work area unless otherwise authorized by the Department＇s Representative．
® Permittee shall be responsible for arranging the services of a qualified traffic control contractor to provide any needed traffic control．

## PAGE 3: ATTACHED TO AND MADE PART OF PERMIT NO. 08-13-N-TK-0480

. $\boxtimes$ The permittee shall arrange a meeting between his field representative, traffic control contractor, Department's Representative and/or CHP at least two (2) weeks prior to start of any work covered under this permit to arrange date and time of starting work and determine appropriate methods of handling traffic. At least 3 working days notice shall be given to the Caltrans representative and/or the CHP, prior to the meeting to allow time to arrange for attendance.
$\triangle$ A copy of this permit, complete with all attachments, shall be kept by permittee/contractor working under this permit and must be shown to the Department Permit Inspector, Department's Representatives, or Law Enforcement Officer, on demand.
$\boxed{\text { The permittee shall be responsible for notifying the appropriate utility companies or underground service }}$ alert prior to any excavation work.
$\boxtimes$ The permittee shall notify the California Highway Patrol Area Commander at least 72 hours prior to implementing traffic control.
$\boxtimes$ When the work area encroaches upon a sidewalk, walkway, or crosswalk area, special consideration must be given to pedestrian safety. Protective barricades, fencing, handrails and bridges, together with warning and guidance devices and signs must be utilized so that the passageway for pedestrians, especially blind and other physically handicapped, is safe and well defined and shown on the approved permit plan.
$\boxtimes$ Pedestrian walkways and canopies within State Right of Way shall comply with the requirements of the applicable local agency or of the latest edition of the Uniform Building Code whichever contains the higher standards.
[For City or County projects with utility relocations:]
$\square$ If existing public or private utilities conflict with the construction PROJECT, PERMITTEE will make necessary arrangements with the owners of such utilities for their protection, relocation, or removal. PERMITTEE shall inspect the protection, relocation, or removal of such facilities. Total costs of such protection, relocation, or removal which STATE or PERMITTEE must legally pay, will be borne by PERMITTEE. If any protection, relocation, or removal of utilities is required, including determination of liability for cost, such work shall be performed in accordance with STATE policy and procedure. PERMITTEE shall require any utility company performing relocation work in the STATE's right-of-way to obtain a State Encroachment Permit before the performance of said relocation work. Any relocated utilities shall be correctly located and identified on the as-built plans.
[For other projects with utility relocations:]
$\square$ If existing public or private utilities conflict with the construction PROJECT, PERMITTEE will make necessary arrangements with the owners of such utilities for their protection, relocation, or removal. PERMITTEE shall inspect the protection, relocation, or removal of such facilities. Total costs of such protection, relocation, or removal shall be borne by PERMITTEE in compliance with the terms of the Highway Encroachment Permits, Case Law, Public Utility Regulations, and Property Rights. PERMITTEE shall require any utility company performing relocation work in the STATE's right-of-way to obtain a State Encroachment Permit before the performance of said relocation work. Any relocated utilities shall be correctly located and identified on the as-built plans.

PERMIT NO.: 08-13-N-TK-0480

CO/RTE/PM: 08/RIV/71/2.118-2.295

## PRECONSTRUCTION MEETING AGREEMENT

I, $\qquad$ , acting as an authorized agent for the permittee, $\qquad$ , do
hereby agree to personally accomplish or have another designated person arrange for all involved company representatives to attend a pre-construction meeting with the authorized Department's Representative
at $\qquad$ , as specified on this permit. Such meeting must be held two (2) days or more prior to the planned start of the work on this project. The Authorized Department's Representative shall have complete authority to determine whether the permit conditions, either implied or written, have been complied with. The Department's Representative may then allow the permit work to proceed as appropriate. The Pre-construction Meeting Record below must be signed by both the Department's Representative and the permittee before the permit work may start.

I have read and understand the attached General Provisions TR-0045 and other attached prosivions of this permit.

This agreement or a copy thereof, must be mailed back to the Department's District 8 Encroachment Permit Office at 464 W. 4th. Street, MS 619, San Bernardino, CA 92401-1400, within three (3) working days prior to the pre-construction meeting. Failure to return this form could delay the release of your bonds. A copy of this document shall be at the job site at all times when work is in progress and failure to do so may result in the suspension of work, as directed by the Department's Representative.

It is the permittee's responsibility to insure that the Department's Representative is notified of work completion and that the attached Completion Notice is mailed to the Department's Permit office.

Signature Date

Print or Type Name

Position or Title

PAGE 5: ATTACHED TO AND MADE PART OF PERMIT NO. 08-13-N-TK-0480

## PRECONSTRUCTION MEETING RECORD

Department's Representative

Permittee's Representative

Date

Date

Date Work May Begin: $\qquad$

DEPARTMENT OF TRANSPORTATION-DISTRICT 8
ENCROACHMENT PERMITS OFFICE
464 W. 4th. Street, MS 619
San Bernardino, CA 92401-1400

## 100\% COMPLETION NOTICE

Work on Permit No.: 08 -13-N-TK-0480 has been completed. A final inspection meeting was held on

Permittee's Representative

Department's Representative
Date

FAILURE TO COMPLETE AND RETURN THIS TO THE DISTRICT PERMITS OFFICE MAY CAUSE A DELAY IN THE RELEASE OF YOUR BONDS.

| STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION ENCROACHMENT PERMIT RIDER <br> TR-0122 (REV. 6/1999) | Collected By <br> R. Moslemi | Permit No. (Original) O8-13-N-TK-O480 |
| :---: | :---: | :---: |
|  | Rider Fee Paid <br> \$ EXEMPT | Dist/Co/Rte/PM 08-RIV-71 PM 2.118-PM 2.295 |
|  | Date $08 / 25 / 2014$ | Rider Number $08-14-\mathrm{N}-\mathrm{RT}-0724$ |

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TO: Riverside County Flood Control & Water Conservation
    District
    1995 Market Street
    Riverside, CA 92501
    Attn: Alberto Martinez
    909-955-1299
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Time Extension.

Except as amended, all other terms and provisions of the original permit shall remain in effect.
COPIES TO:
Maintenance:West Valley 750
EP Inspector:ray Behbahani
File: 13-0480, 14-0724

## APPENDIX "E"

## COUNTY OF ORANGE

PERMIT NO. 2013-00497

# COUNTY PROPERTY PERMIT 

ENCROACHMENT PERMIT
COUNTY OF ORANGE

Inspection office shall be notified at least TWO (2) WORK DAYS PRIOR to commencing permitted use. FAILURE TO OBTAIN INSPECTION SHALL VOID THIS PERMIT

## PERMITTEE

Riverside County Flood Control 1995 Market Street

Riverside, CA 92501
951-955-1200
Contact Person Alberto Martinez
Telephone No. 951-955-1200

Permit No:
2013-00497
12/1/2014 12:00 AM

| Appleselratinnoteole | $12 / 1 / 2015$ |
| :--- | ---: |
| responsibility for obtaining | $12: 00 \mathrm{AM}$ |
| a rider (extension) prior to |  |

FACILITY

| Type | Facility Name | Number |
| :--- | :--- | :--- |
|  | SANTA ANA RIVER CHANNEL | E01 |

SANTA ANA RIVER CHANNEL E01

## PERMITTED USE:

User of County property is hereby authorized as follows, subject to provisions attached hereto:
To install approximate 120 li -ft of sheet piles and rock rip rap as part of the Santa Ana River Mainstem Project (Santa Ana Canyon - Below Prado Dam Inland Empire Brine Line Protection Project) along the embankment of the Santa Ana River and within Aliso Creek to protect the existing 42-inch sewer line for Riverside County Flood Control District Project No. 2-0-00108 (Drawing No. 2-0442) that is within a portion of Orange County Flood Control District's Santa Ana River Channel (E01) right-of-way (APN 101-120-012) per attached plan, provisions, and to the satisfaction of County inspection personnel.

PERMITTED USE NOT EFFECTIVE UNTIL APPROVED BY ASSIGNED COUNTY INSPECTOR ***THIS PERMIT IS NOT VALID UNTIL THE PERMITTEE FIRST OBTAINS A RIDER TO THIS PERMIT TO ADD THE SELECTED CONTRACTOR AND SUBMITS THE CONTRACTOR'S VALID CERTIFICATE OF LIABILITY INSURANCE THAT MEETS COUNTY INSURANCE REQUIREMENTS AND POST A CONSTRUCTION BOND***
CEQA Code $1 \quad$ SWPPP: No

## LOCATION OF WORK:

Santa Ana River Channel (E01) and 5215 Green River Rd, Corona, CA 92880 (Green River Golf Course)

| Dimension/Type: 120 li-ft of sheet piles |
| :--- |
| CONSIDERATION: |
| Types PWO\# Permit Fees Surety Peralty Total Total Fees: $\mathbf{1 0 0 . 0 0}$ <br> FC EF68210 $100.00(2061)$ $0.00(2091)$ 0.00 100.00  |



PERMIT AND APPROVED PLANS SHALL BE MAINTAINED ON JOB SITE. PERMITTEE SHALL COMPLY WITH REGULATIONS PRINTED ON REVERSE SIDE OF PERMIT AND ATTACHMENTS. ALL UNDERGROUND WORK REQUIRES PRIOR 'UNDERGROUND SERVICE ALERT' COMPLIANCE. THIS PERMIT IS NON-TRANSFERABLE.

| Payment | Trust | Check | Receipt | Date | Amount | Total Payment: | 100.00 |
| :--- | :--- | :--- | :--- | :--- | ---: | ---: | ---: |
| Check |  | 502797449 | R1309141 | $7 / 10 / 2013$ | 100.00 |  |  |

Surety Paid By:
TUF Invoice Paid By:
Contractor: $\quad$ TBD

Engineer:
Inspection: OC Inspections $\quad \mathrm{CC}$ : OC Inspections

DATE WORK COMPLETED: $\qquad$
The permitted work was completed in satisfactory manner per instructions and/or the as-built plans and inspectors report submitted herewith for county files

Remarks:

## Inspector:

Date
Permit Superintendent:
Date
Refund Recommended By:
Date
Refund Approved By:
Date:

Orange County Flood Control District<br>Right-of-Way Encroachment Permit<br>Special Provision Attachment<br>2013-00497

1. All Orange County Flood Control District (hereinafter "District") improvements disturbed, damaged, vandalized or removed as a result of Permittee's activities within, upon, under or over District Right-of-Way (ROW) shall be repaired, restored or replaced at Permittee's expense in conformance with Orange County Public Works (hereinafter "OC Public Works") Standard Plans and to the satisfaction of the Director of OC Public Works or his designee (hereinafter "Director") within sixty (60) calendar days of the issuance of written notice by Director. If Permittee fails to repair, restore or replace District's improvements within 60 calendar days, Director may, in his sole and absolute discretion, cause the repair, restoration or replacement of District's improvements to be completed by District personnel or outside contractors and Permittee shall be solely responsible for these cost and expenses. Permittee agrees that in an emergency situation which threatens the public's health, safety or welfare as determined by Director in his sole absolute discretion, Director shall be permitted to cause the repair, replacement or restoration of District's improvements without prior notice to and Permittee shall be solely responsible for the cost of such repair, restoration or replacement in accordance with the procedures described above.
2. Permittee agrees that if any of Permittee's improvements are disturbed, damaged or removed by District during the course of District's operating, maintaining, repairing, improving, restoring, or enlarging District's improvements within, upon, over or under District's ROW Permittee shall be responsible for replacing, repairing, restoring or removing Permittee's improvements to the satisfaction of Director solely at Permittee's expense within sixty (60) calendar days of receiving written notice from Director.
3. Permittee is hereby notified that work within District ROW are to be performed during the NONSTORM SEASON (May 1st thru September 30th). It is acknowledged that the permittee's work within District ROW may need to be performed during the storm season and that the majority of the work will be located within a significant distance and/or outside of the Santa Ana River low flow channel. However, a portion of the construction work will be located within Aliso Creek (a tributary to the Santa ana River) which may pose a potential flood hazard. In view of the aforementioned, work during storm season will be allowed provided that the permittee first obtain prior authorization and approval from the assigned County inspector.
4. Permittee, its assigns or successors shall be solely responsible for the operation, maintenance, repair and/or replacement of Permittee's improvements within District ROW.
5. Permittee agrees that it shall indemnify, defend with counsel approved in writing by District, and hold District, the County of Orange, their elected and appointed officials, officers employees agents and contractors (hereinafter "District/County Indemnities") harmless from any and all liability for injury or damage to third persons or property arising from Permittee's activities and/or improvements placed within, upon, under or over District's ROW unless such injury or damage is caused by the gross negligence or willful misconduct of District, County or the District/County Indemnities.
6. If any approved permit activity within a bikeway or trail area is anticipated to have an impact or disruption upon normal recreation use, prior to Permittee's activities within, upon, under or over

District's ROW, Permittee shall submit in writing a detailed Traffic Control Plan for the written approval of Director. Upon receipt of Director's written approval, Permittee shall implement the approved Traffic Control Plan. Permittee shall not conduct any activity within, upon, under or over District's ROW until it has implemented the approved Traffic Control Plan
7. Permittee shall maintain $90 \%$ relative compaction within District ROW.
8. Permittee shall ensure that all laws and regulations are enforced and obeyed during construction by Permittee and all subcontractors.
9. Any fencing including gates that are damaged during the approved permit activities are to be restored, repaired or replaced by Permittee to satisfaction of Director and in compliance with OC Public Works Standard Plans.
10. Permittee acknowledges that the improvement installed within District ROW approved under the provisions of the permit is non-transferable unless approved in writing by District. Therefore, the Permittee agrees that upon sale or transfer of the subject property the Permittee shall be required to remove improvements installed within the District's ROW and restore the District's ROW to an acceptable pre-existing condition meeting the satisfaction of the assigned District inspector. If the Permittee's assign and/or successor desires to continue to operate and maintain the approved permit improvements, the assign and/or successor will be required to obtain a new encroachment permit from OC Public Works/OC Engineering/County Property Permits.
11. Pertinent sections of the encroachment permit special provisions and other relevant documents will be recorded by the County Clerk - Recorder. Notice is hereby given to future assigns or successors that the above captioned encroachment permits are non-transferable (OCCO Sec. 9-280). Permittee acknowledges Permittee's responsibility to remove the encroachment permit improvements installed within the District's ROW and restore the ROW to an acceptable preexisting condition meeting the satisfaction of the assigned District inspector. Upon Permittee's successful completion of removing the encroachment permit improvements from District ROW to the satisfaction of the assigned District inspector the Permittee may request the County Clerk Recorder remove the encroachment permit special provisions and other relevant documents from the Permittee's property title pending receiving the District's written concurrence. In such cases, the Permittee will be financially responsible for any costs incurred by receiving the County Clerk - Recorder for clearing the Permittee's property title.

IF PERMITTEE'S ASSIGN OR SUCCESSOR DESIRES TO CONTINUE TO OPERATE AND MAINTAIN THE PERMIT IMPROVEMENTS WITHIN THE DISTRICT'S ROW REFERENCED IN THE ABOVE CAPTIONED ENCROACHMENT PERMIT, PRIOR TO THE TRANSFER OF PROPERTY PERMITTEE'S ASSIGN OR SUCCESSOR SHALL BE REQUIRED TO OBTAIN A NEW ENCROACHMENT PERMIT FOR THE IMPROVEMENTS AND SATISFY THE DISTRICT'S CURRENT ENCROACHMENT PERMIT CRITERION.
12. If at anytime, District intends to modify, enlarge, reconstruct, repair and/or replace District facilities, Permittee agrees to remove and/or relocate interfering portions of Permittee's improvements within sixty (60) calendar days of the date of District's written notification to Permittee. Upon receipt of written notification from District, Permittee shall obtain an encroachment permit from District covering Permittee's plans to remove and relocate Permittee's
interfering improvements. District agrees to expedite review of Permittee's encroachment permit application. Permittee shall be responsible for all financial charges associated with satisfying this permit special provision. If Permittee fails to remove its interfering improvements within the time period required, Director, in his sole and absolute discretion, may cause the removal of Permittee's interfering improvement to be completed by District staff or by outside contractor. Permittee agrees that it shall be solely responsible for the cost of such removal and shall reimburse District for all of its cost and expenses within sixty (60) calendar days of the mailing of an invoice by Director.
13. Nothing in this Permit is intended nor shall anything in this permit be construed to transfer to District or its successors and assigns or to relieve Permittee or their successors and assigns or predecessors in title of any responsibility or liability Permittee now has, has had, or comes to have with respect to human health or the environment, including, but not limited to responsibility or liability related to hazardous or toxic substances or materials (as such terms as those used in this sentence are defined by statute, ordinance, case law, governmental regulation other provision of the law). Furthermore, District may exercise its right under law to bring action, if necessary, to recover clean up costs and penalties paid, if any, from Permittee or any others who are ultimately determined to have responsibility for said toxic or hazardous materials.
14. Permittee's use of District ROW which includes material deliveries shall be coordinated with the assigned inspector. NO VEHICULAR ACCESS WITHIN DISTRICT ROW IS APPROVED EXCEPT FOR MAKING CONSTRUCTION MATERIAL DELIVERIES. ANY VIOLATION OF THIS PROVISION SHALL VOID PERMIT.
15. No construction materials are to be stored in a way that impedes and/or interferes with bikeway use, channel inspection or maintenance operations.
16. PERMITTEE ACKNOWLEDGES THAT IT SHALL BE RESPONSIBLE FOR OBTAINING ALL APPLICABLE REGULATORY PERMIT AGREEMENTS AND SATIFYING ALL RESOURCE AGENCY REQUIREMENTS. FUTHERMORE PERMITTEE ACKNOWLEDGES THAT NEITHER THE COUNTY OF ORANGE NOR THE DISTRICT SHALL BE CO-NAMED IN ANY REGULATORY PERMIT AGREEMENTS OR OBLIGATED TO SATISFY ANY OF THE TERMS, CONDITIONS, PROVISIONS MITIGATION, OR MONITORING REQUIRED BY THE RESOURCE AGENCIES VIA THE REGULATORY PERMIT AGREEMENTS. PERMITTEE SHALL PROVIDE OC PUBLIC WORKS/OC ENGINEERING/COUNTY PROPERTY PERMITS WITH COPIES OF ALL REGULATORY PERMIT AGREEMENTS AND CONDITIONS AND MAINTAIN COPIES AT THE JOB SITE FOR INSPECTION PURPOSES.
17. In the event of an emergency, the Permittee acknowledges that the District retains the right at the District's sole and absolute discretion to remove sediment and debris, perform channel repairs or conduct other maintenance activities within the approved permit area. In such cases, Permittee acknowledges that the District will not be required to restore the Permittee's approved improvements within the District's ROW, nor will the District be obligated to satisfy any of the Permittee's regulatory permit agreement terms, conditions or mitigation requirements.
18. Permittee shall provide emergency access to Police, Fire and District personnel during permit period.
19. District access gates are to be immediately locked upon entering or exiting District ROW.
20. Vehicular speeds on District access roads shall not exceed a maximum of 10 MPH .
21. Permittee shall be required to yield the right-of-way to recreational users in cases where the District access road is also designated as a bikeway or riding/hiking trail. In such cases, the Permittee shall drive vehicles off to the right side of the access road/bikeway/trail improvement, stop, and allow the recreational users to pass by prior to commencing to the Permittee's desired location.
22. Permittee acknowledges that the use of earthen District access roads is prohibited during rainstorm conditions or when the District's earthen access roads are wet. When Districts earthen access roads are wet the Permittee's access will be limited to pedestrian access only. IN CASES WHEN THE EARTHEN ACCESS ROAD BECOMES WET AUTHORIZED VEHICULAR ACCESS SHALL NOT BE COMMENCED PRIOR TO THE EARTHEN ACCESS ROAD DRYING SUFFICIENTLY TO THE SATISFACTION OF THE ASSIGNED DISTRICT INSPECTOR. ANY DAMAGE TO DISTRICT EARTHEN ACCESS ROADS CAUSED BY PERMITTEE'S MISUSE OF SUCH ROADS SHALL BE REPAIRED PROMPTLY BY PERMITTEE AT ITS SOLE EXPENSE. IF PERMITTEE FAILS TO PROMPTLY REPAIR DISTRICTS EARTHEN ACCESS ROADS, DIRECTOR, IN HIS SOLE AND ABSOLUTE DISCRETION, MAY CAUSE THE REPAIR OF THE DISTRICT'S EARTHEN ACCESS ROAD TO BE COMPLETED BY DISTRICT STAFF OR BY OUTSIDE CONTRACTOR. PERMITTEE AGREES THAT IT SHALL BE SOLEY RESPONSIBLE FOR THE COST OF SUCH REPAIR AND SHALL REIMBURSE DISTRICT FOR ALL OF ITS COSTS AND EXPENSES WITHIN SIXTY (60) CALENDAR DAYS OF THE MAILING OF AN INVOICE BY DIRECTOR.
23. Any violation of the permit provision by Permittee and/or assigned contractor shall be adequate cause for immediate revocation of the permit by District.
24. Permittee shall comply with the requirements of State, County, and City Water Quality Ordinances and shall implement Best Management Practices (BMP's) to prevent all materials, including debris associated with the proposed project, from entering into the channel and/or District maintained areas.
25. These provisions shall remain for the duration of permitted use.


Date: 12.01 .14

Print Name: ALEFNT MLARTINEZ

## STANDARD PROVISIONS

## TO BE ATTACHED TO AND MADE A PART OF PERMIT NO. 2013-00497

1. Permits issued by this Department are pursuant to the authority vested by the Board of Supervisors for the County of Orange, Orange County Flood Control District, any one or all of which are hereinafter referred to as County.
2. Permittee agrees to save County, its agencies, districts, etc., including its officers, agents or employees, harmless from any and all penalties, liabilities or loss resulting from claims or court actions, arising directly out of any damage or injury to persons or property by reason of the acts or omissions of Permittee, its agents, employees or independent contractors in exercising any of the privileges herein granted or in consequence thereof.

The Permittee shall file a written accident report with the County of Orange for any property damage, death or injuries on project site within 48 hours after such incident occurs. The accident report shall include, but is not limited to, the following information, if available: time and date, location, nature of accident, names of people injured, description of property damage, police report number, and description of job site condition at the time of accident.

Failure to file an accident report shall be considered a violation of the permit provisions and may cause revocation of this permit.
Accident report shall be filed with the Inspection section assigned to the project. Contact can be made at the following telephone numbers:

| Permits Inspection | (714) 245-4550 |
| :--- | :--- |
| 1152 E. Fruit Street |  |
| Santa Ana, CA 92702 |  |
|  |  |
| Operations Inspection | (714) 955-0213 |
| 2301 Glassell |  |
| Orange, Ca 92865 |  |

3. Should any damage or injury to County works occur during initial use and/or as a result of this permitted use, either through the acts of agents, servants, or employees of Permittee or by any independent contractor of Permittee in the exercise of the rights herein granted, Permittee shall immediately, upon the written demand of County, restore such works to the condition of same on the date of the occurrence of said damage or injury at Permittee's cost or expense. The question as to whether or not any such damage or injury has been caused to the works shall be determined by the Director of OC Public Works (OCPW) and his determination shall be final. In the event repair by County is necessary, Permittee shall pay County the cost of such repairs.
4. County reserves the right unto itself to perform any work, upon any portion or all of the area covered by this permit, or to do any other work necessary at any time. Such work may be performed without incurring any liability of any nature whatsoever to the Permittee. It is further understood and agreed that County reserves unto itself the rights of ingress over all or any portion of the subject area.
5. Neither this permit nor any of the rights herein granted shall be assigned without the prior written approval of the County.
6. By acceptance of this permit, Permittee acknowledges and assumes all responsibility for compliance with requirements of other regulatory governing agencies including, but not limited to, zoning regulations, applicable ordinances and laws, etc., of the County of Orange, the State of California, or others having regulatory control over the use granted herein.
7. A copy of this permit and approved plans, if applicable, shall be maintained at the site of work and be shown to any authorized representative of the County or other regulatory governing agency upon request.
8. No access or work shall be performed within County rights of way without the full knowledge of County's inspector, who shall be given not less than two work days' advance notice of the initiation of permitted use. Failure of Permittee to obtain inspection shall void this permit and necessitate reapplication by Permittee.
9. This permit may be immediately revoked for reasons in the best interest of the County, including violation of permit provisions or other applicable rules and regulations or for the creation of a nuisance upon notice given by the Director of OC Public Works or authorized representative. In the event of such revocation, Permittee shall immediately cease all operations and restore County right of way as directed by County's inspector.
10. Any construction performed within County properties shall be in accordance with OC Public Works (OCPW) Standard Plans and established criteria. Any deviation must be specifically detailed and highlighted on plans in a manner meeting the approval of County Property Permits.

No uses other than that as stated on this permit shall be exercised. Public right of way shall not be used for administrative operations or storage of equipment, materials, supplies, etc.

## ADDITIONAL STANDARD PROVISIONS

## (Codified Ordinances, Title 6, Section 6-1-1, et seq., of the County of Orange)

11. RIGHT OF WAY RESERVATIONS: The permission granted hereby extends only to those which the County of Orange has in the real property and no warranty of any kind is made hereby that the said County possessed any or all of the rights of title necessary for Permittee to accomplish work under this permit, and Permittee is cautioned to satisfy itself that it has obtained all necessary rights or permits prior to commencement of work. This permit shall not constitute a grant of any interest in or to real property belonging to the County of Orange or any other person or entity. References to Director signify the Director, OC Public Works (OCPW), or his assignees.
12. WORKING HOURS: All work shall be performed within working hours of Orange County Public Works (OCPW) permit inspection group, unless prior arrangements have been made with the inspection group.
13. SURVEY MONUMENTS: It is imperative that Permittees NOTIFY THE SURVEY OFFICE, telephone 714-955-0152, of OC Public Works at least 48 hours prior to removing or replacing any Survey monuments. All monuments shall be replaced at Permittee's expense and MUST be replaced in kind within 0.01 feet of their original horizontal and vertical location, unless otherwise specified in writing.

## CONSTRUCTION REQUIREMENTS

14. RESURFACING BY PERMITTEE OR COUNTY SPECIFICATIONS: Temporary patching of trench is required on lateral cuts in surfaced streets immediately after backfilling. Permanent pavement shall be placed within thirty (30) working days after completion of backfilling operations. All excavations shall be backfilled or covered or otherwise protected, in a manner meeting the approval of the inspector, at the end of each work day. The inspector may require any pavement removal to be patched with temporary AC immediately after backfilling.

Where pavement or surfacing has been removed by acceptable method, as determined by inspector, and trench edges sawed, Permittee shall replace it with a structural section the same as that removed plus an additional one inch ( $1^{\prime \prime}$ ) of AC. In no case shall the replacement structural section be less than $5^{\prime \prime} \mathrm{AC} / \mathrm{NS}$ or $3^{\prime \prime} \mathrm{AC} / 6^{\prime \prime} \mathrm{PMB}$ per Standard Plans. The inspector shall approve all structural sections prior to placement. Where Portland Cement Concrete pavement is removed or damaged, it shall first be sawed at excavation limits, providing distance to the next joint is more than five (5) feet away; if not, then it shall be removed to next joint without damaging adjacent pavement and subsequently replaced with Portland Cement Concrete.
15. LOCATION OF PIPES AND CONDUITS: All pipes and conduits laid parallel to the roadway at least five (5) feet from edge of the pavement or graded traveled roadway, unless otherwise authorized in writing by the Director.
16. MINIMUM COVER: The uppermost portion of any pipeline or other facility shall be installed NOT LESS THAN thirty (30) inches below the lowest portion of the roadway surface or ditch, unless otherwise authorized in writing by the Director.
17. STANDARD SPECIFICATIONS: Unless otherwise indicated on permit, all work shall be done in accordance with OC Public Works (OCPW) Department Standard Plans and the Standard Specifications for Public Works Construction latest issues.
18. COUNTY PROJECTS: This permit DOES NOT give Permittee permission to delay or interfere with the construction of County projects. Installation shall be subject to the approval of and at the convenience of County's contractor. Prior to any excavation, written permission must be obtained from said contractor and presented to resident engineer, stating that installation will NOT DELAY or interfere with said contractor's operation. If permission is DENIED, then work shall be delayed until completion of said contract.
19. TUNNELING OR BORING: All improved streets, as shown on Master Plan of Arterial Highways, MUST be bored or tunneled. All boring, tunneling and placing conduits, casing and pipelines shall be done in such a manner that the existing driving lanes will NOT be disturbed. If a casing is installed to receive conduit or pipeline, all voids between casing and conduit shall be filled with grout or sand. Bore pit shall not encroach within five (5) feet from edge of pavement.
20. OPEN CUT METHOD: Open cutting of local streets may be permitted. NOT more than one-half (1/2) of the width of a traveled way shall be disturbed at one time and the remaining width shall be kept open to traffic. Two-way traffic shall be maintained on pavement at all times.
A. Minimum clearance of two (2) feet adjacent to any surface obstruction and a five (5) foot clearance between excavation and traveled way shall be maintained.
B. Backfill material shall be subject to OCPW inspector's approval prior to placement. OCPW inspector may require 2-sack cement slurry backfill. PERMANENT A.C. PATCH shall be placed within thirty (30) working days after completion of backfilling operations.
21. COMPACTION: All backfill replaced in excavation within road right of way shall be compacted until relative compaction is NOT LESS than ninety percent ( $90 \%$ ), as determined by the Relative Compaction Test as specified in the OC Public Works (OCPW) Department Standard Plans. PMB (aggregate base) shall be compacted to a relative compaction of NOT LESS than ninety-five percent ( $95 \%$ ).

After completion of backfill and compaction operations and before permanent paving is replaced, contractor shall call for compaction tests
to be performed and shall provide for test holes at locations and as directed by the inspector. In lieu of test holes as specified above, contractor may elect to call for compaction tests in successive lifts of backfill not to exceed two (2) feet vertically in time each lift of backfill is placed and compacted.
22. REPLACING ENTIRE DRIVING AND/OR BIKE LANE: If surfacing or pavement within driving lanes of a highway, as shown on the Master Plan of Arterial Highways or within a bikeway, is removed or damaged by Permittee's operation, existing surfacing or pavement for width of the driving or bike lane and for the length of the damaged surfacing shall be removed and replaced to a distance of not less than one hundred (100) feet. Such removal and replacement shall be to the satisfaction of the Director.
23. OIL-MIXED SHOULDERS: Improved oil-mixed shoulders are to be remixed to minimum depth of four (4) inches with an approved oil-mixing machine using approximately $1 / 2$ gallon to $21 / 2$ gallons of SC 800 per square yard as determined by the Director. In lieu of the former, the entire width of the shoulder may be removed to a minimum depth of two (2) inches and replaced with a minimum of two (2) inches of $A C$.
24. CONCRETE SIDEWALK OR CURB: All concrete sidewalks or curbs shall be saw-cut to the nearest control joint and replaced in conformance with applicable provisions of the OC Public Works (OCPW) Department Standard Plans and Standard Specifications for Public Works Construction. Sidewalk removal and replacement shall be to the satisfaction of the Inspector.
25. CARE OF DRAINAGE: If the work herein contemplated shall interfere with established drainage, ample provision shall be made by the Permittee to provide for it, as may be required by the Director.

All roadside drainage ditches shall be restored to original grades and inlet and outlet ends of all culverts shall be left free and clear.
26. COMPLIANCE WITH TERMS OF PERMIT: Permittee shall not make or cause to be made any excavation, or construct, place upon, maintain, or leave any obstruction or impediment to travel, or pile or place any material in or upon any highway, under the surface of any highway, at any location or in any manner other than that described in application as approved by the Director, or contrary to terms of permit or of any provision of the Ordinance hereinbefore referenced.

Permittee agrees that if installation of any nature or kind placed in the excavation, fill or obstruction, for which permit is issued, which shall at any time in the future interfere with use, repair, improvements, widening or change of grade of highway, Permittee or his successors or assigns, with ten (10) days after receipt of written notice from the Director to do so, at his own expense, either remove such installation or relocate to a site which may be designated by the Director.

Permittee hereby agrees to do all work and otherwise comply with provisions of Orange County Codified Ordinances Title 6, Section 6-1-1, et seq., as amended, terms and conditions of this permit, and all applicable rules and regulations of the County of Orange. All work shall be performed in accordance with provisions of this Ordinance and of all applicable laws, rules and regulations of Orange County and to the satisfaction of the Director.

After work has been completed, all debris and excess material from excavation and backfill operations shall be removed from right of way and the roadway left in a neat and orderly condition. All approaches to private driveways and intersecting highways and streets shall be kept open to traffic at all times. Excess materials which adhere to roadway surfacing, as a result of construction operations, shall be removed by approved methods to the satisfaction of the Director.

## TRAFFIC

27. ARTERIAL HIGHWAY TRAFFIC LANES: Two-way traffic shall be maintained at all times. At no time between the hours of 7:00 a.m. and 8:30 a.m. and between the hours of 4:00 p.m. and 6:00 p.m., Monday through Friday (excluding legal holidays), shall there be any obstruction of an arterial highway traffic lane. Said restriction shall apply to vehicles, equipment, material, traffic control devices, excavation, stockpile or any other form of obstruction. Any exceptions must be approved specifically by a traffic control plan and by County-designated Supervising Construction Inspector.
28. PROTECTION OF TRAVELING PUBLIC: Permittee shall take adequate precautions for protection of the traveling public. Barricades, flashing amber lights and warning signs, together with flagmen, where necessary, shall be placed and maintained in accordance with the State of California Manual of Traffic Controls, For Construction and Maintenance Work Zones until the excavation is refilled, the obstruction removed, and roadway is safe for use of traveling public. The Director may specify, as a condition of the issuance of the permit, safety devices or measures to be used by Permittee, but failure of Director to so specify the devices or measures to be used shall not relieve Permittee of his obligation hereunder.

Trenching for installation across any intersecting roadway open to traffic shall be progressive. NOT more than one-half (1/2) of the width of a traveled way shall be disturbed at one time, and the remaining width shall be kept open to traffic by bridging or backfilling.
29. SIGNALIZED INTERSECTION: Permittee shall notify OC Public Works/Traffic Section at 714-245-4580, at least 72 hours in advance of any excavation within one hundred (100) feet of a signalized intersection. Permittee and/or his contractor shall assume cost and responsibility for maintaining existing and temporary electrical systems or any other item or portion of work, as may be deemed necessary or advisable for protection of highway and traveling public and payment of all costs incurred by the County of Orange in repairing facilities damaged during construction. Applicant shall immediately repair or replace any damaged traffic control devices and/or striping facilities.

## PERMITTEE'S OBLIGATION

30. RESTORATION: APPLICANT SHALL RESTORE THE ROADWAY TO ITS ORIGINAL OR BETTER CONDITION AND CAUSE ANY PERMANENT PAVING TO BE COMPLETED AS SOON AS POSSIBLE. Immediately upon completion of the work necessitating the excavation or obstruction authorized by any permit issued pursuant to the aforementioned Ordinance, Permittee shall promptly, and in a workmanlike manner, refill the excavation or remove the obstruction to the satisfaction of the Director.

If Permittee fails or refuses to refill any excavation which he has made or remove any obstruction which he has placed on any highway, the Director may do so and Permittee shall promptly reimburse County the cost thereof. If any anytime subsequent to first repair of a surface of a highway damaged or destroyed by any excavation or obstruction in such highway, it becomes necessary again to repair such surface due to settlement or any other cause directly attributable to such excavation or obstruction, Permittee shall pay to County the cost of such additional repairs made by the Director. Cost shall be computed by the Director as provided in Section 6-3-47 or Section 6-3-49 of the aforementioned Ordinance, whichever, in the judgment of the Director, will most fairly compensate County for expenses incurred by it.
31. PERMITTEE TO PAY DEFICIENCY. If any deposit is insufficient to pay all fees and costs herein provided, Permittee shall, upon demand, pay to the Director an amount equal to the deficiency.
32. EFFECT OF FAILURE TO PAY COSTS OF DEFICIENCY: If Permittee, upon demand, fails to pay any deficiency as provided in Section 6-3-77 of the aforementioned Ordinance, or shall fail to pay any other costs due County hereunder for which no deposit has been made, County may recover same by an action in any court or competent jurisdiction. Until such deficiency or costs are paid in full, a permit hereunder shall not thereafter be issued to Permittee.
33. TAXABLE POSSESSORY INTEREST: Permittee acknowledges that a taxable possessory interest may have been created by this permit and that Permittee may be subject to payment of property taxes levied on such interest. (Reference is made to California Revenue and Taxation Code, Sections 107, 107.4 and 107.6.)
34. ADDITIONAL COST: Any additional cost incurred by Permittee incidental to this work NOT shown on the face of the permit, shall be borne by Permittee.
35. COMPLIANCE: Any CONDITIONS shown in regulations, attachments, and/or provisions of Codified Ordinance and all applicable laws, rules and/or regulations of Orange County or any other regulatory governing agency pertinent to work on the face of this permit MUST be complied with.

Section 6424 of the California Labor Code requires contractors planning excavation or trench work to obtain a permit for such work from the State of California, Department of Industrial Relations, DIVISION OF INDUSTRIAL SAFETY.

CONDITION: OC PUBLIC WORKS DOES NOT PERFORM ANY INSPECTION UNDER THIS PERMIT PERTAINING TO THE PROTECTION AND SAFETY OF PERSONNEL OR EQUIPMENT. THIS IS THE RESPONSIBILITY OF PERMITTEE.

The Director may, either at the time of the issuance of the permit or at any time thereafter until completion of the work, prescribe such additional conditions as he may deem reasonably necessary for the protection of the highway or for the prevention of undue interference with traffic or to assure the safety of persons using the highway.

The Permittee shall make proper arrangements satisfactory to the Director for and bear the cost of relocating any structure, public utility, tree or shrub where such relocation is made necessary by the proposed work for which a permit is issued. Permittee is aware of Ordinance No. 2717 concerning the registration and disclosure of lobbyists

## TO BE ATTACHED TO AND MADE A PART OF PERMIT NO. 2013-00497

1. Permits issued by this Department are pursuant to the authority vested by the Board of Supervisors for the County of Orange, Orange County Flood Control District, any one or all of which are hereinafter referred to as County.
2. Permittee agrees to save County, its agencies, districts, etc., including its officers, agents or employees, harmless from any and all penalties, liabilities or loss resulting from claims or court actions, arising directly out of any damage or injury to persons or property by reason of the acts or omissions of Permittee, its agents, employees or independent contractors in exercising any of the privileges herein granted or in consequence thereof.

The Permittee shall file a written accident report with the County of Orange for any property damage, death or injuries on project site within 48 hours after such incident occurs. The accident report shall include, but is not limited to, the following information, if available: time and date, location, nature of accident, names of people injured, description of property damage, police report number, and description of job site condition at the time of accident.

Failure to file an accident report shall be considered a violation of the permit provisions and may cause revocation of this permit.
Accident report shall be filed with the Inspection section assigned to the project. Contact can be made at the following telephone numbers:
Permits Inspection
(714) 245-4550

1152 E. Fruit Street
Santa Ana, CA 92702
Operations Inspection
(714) 955-0213

2301 Glassell
Orange, Ca 92865
3. Should any damage or injury to County works occur during initial use and/or as a result of this permitted use, either through the acts of agents, servants, or employees of Permittee or by any independent contractor of Permittee in the exercise of the rights herein granted, Permittee shall immediately, upon the written demand of County, restore such works to the condition of same on the date of the occurrence of said damage or injury at Permittee's cost or expense. The question as to whether or not any such damage or injury has been caused to the works shall be determined by the Director of OC Public Works (OCPW) and his determination shall be final. In the event repair by County is necessary, Permittee shall pay County the cost of such repairs.
4. County reserves the right unto itself to perform any work, upon any portion or all of the area covered by this permit, or to do any other work necessary at any time. Such work may be performed without incurring any liability of any nature whatsoever to the Permittee. It is further understood and agreed that County reserves unto itself the rights of ingress over all or any portion of the subject area.
5. Neither this permit nor any of the rights herein granted shall be assigned without the prior written approval of the County.
6. By acceptance of this permit, Permittee acknowledges and assumes all responsibility for compliance with requirements of other regulatory governing agencies including, but not limited to, zoning regulations, applicable ordinances and laws, etc., of the County of Orange, the State of California, or others having regulatory control over the use granted herein.
7. A copy of this permit and approved plans, if applicable, shall be maintained at the site of work and be shown to any authorized representative of the County or other regulatory governing agency upon request.
8. No access or work shall be performed within County rights of way without the full knowledge of County's inspector, who shall be given not less than two work days' advance notice of the initiation of permitted use. Failure of Permittee to obtain inspection shall void this permit and necessitate reapplication by Permittee.
9. This permit may be immediately revoked for reasons in the best interest of the County, including violation of permit provisions or other applicable rules and regulations or for the creation of a nuisance upon notice given by the Director of OC Public Works or authorized representative. In the event of such revocation, Permittee shall immediately cease all operations and restore County right of way as directed by County's inspector.
10. Any construction performed within County properties shall be in accordance with OC Public Works (OCPW) Standard Plans and established criteria. Any deviation must be specifically detailed and highlighted on plans in a manner meeting the approval of County Property Permits.

No uses other than that as stated on this permit shall be exercised. Public right of way shall not be used for administrative operations or storage of equipment, materials, supplies, etc.

## ADDITIONAL STANDARD PROVISIONS

## (Codified Ordinances, Title 6, Section 6-1-1, et seq., of the County of Orange)

11. RIGHT OF WAY RESERVATIONS: The permission granted hereby extends only to those which the County of Orange has in the real property and no warranty of any kind is made hereby that the said County possessed any or all of the rights of title necessary for Permittee to accomplish work under this permit, and Permittee is cautioned to satisfy itself that it has obtained all necessary rights or permits prior to commencement of work. This permit shall not constitute a grant of any interest in or to real property belonging to the County of Orange or any other person or entity. References to Director signify the Director, OC Public Works (OCPW), or his assignees.
12. WORKING HOURS: All work shall be performed within working hours of Orange County Public Works (OCPW) permit inspection group, unless prior arrangements have been made with the inspection group.
13. SURVEY MONUMENTS: It is imperative that Permittees NOTIFY THE SURVEY OFFICE, telephone 714-955-0152, of OC Public Works at least 48 hours prior to removing or replacing any Survey monuments. All monuments shall be replaced at Permittee's expense and MUST be replaced in kind within 0.01 feet of their original horizontal and vertical location, unless otherwise specified in writing.

## CONSTRUCTION REQUIREMENTS

14. RESURFACING BY PERMITTEE OR COUNTY SPECIFICATIONS: Temporary patching of trench is required on lateral cuts in surfaced streets immediately after backfilling. Permanent pavement shall be placed within thirty (30) working days after completion of backfilling operations. All excavations shall be backfilled or covered or otherwise protected, in a manner meeting the approval of the inspector, at the end of each work day. The inspector may require any pavement removal to be patched with temporary AC immediately after backfilling.

Where pavement or surfacing has been removed by acceptable method, as determined by inspector, and trench edges sawed, Permittee shall replace it with a structural section the same as that removed plus an additional one inch (1") of AC. In no case shall the replacement structural section be less than 5" AC/NS or 3" AC/6" PMB per Standard Plans. The inspector shall approve all structural sections prior to placement. Where Portland Cement Concrete pavement is removed or damaged, it shall first be sawed at excavation limits, providing distance to the next joint is more than five (5) feet away; if not, then it shall be removed to next joint without damaging adjacent pavement and subsequently replaced with Portland Cement Concrete.
15. LOCATION OF PIPES AND CONDUITS: All pipes and conduits laid parallel to the roadway at least five (5) feet from edge of the pavement or graded traveled roadway, unless otherwise authorized in writing by the Director.
16. MINIMUM COVER: The uppermost portion of any pipeline or other facility shall be installed NOT LESS THAN thirty (30) inches below the lowest portion of the roadway surface or ditch, unless otherwise authorized in writing by the Director.
17. STANDARD SPECIFICATIONS: Unless otherwise indicated on permit, all work shall be done in accordance with OC Public Works (OCPW) Department Standard Plans and the Standard Specifications for Public Works Construction latest issues.
18. COUNTY PROJECTS: This permit DOES NOT give Permittee permission to delay or interfere with the construction of County projects. Installation shall be subject to the approval of and at the convenience of County's contractor. Prior to any excavation, written permission must be obtained from said contractor and presented to resident engineer, stating that installation will NOT DELAY or interfere with said contractor's operation. If permission is DENIED, then work shall be delayed until completion of said contract.
19. TUNNELING OR BORING: All improved streets, as shown on Master Plan of Arterial Highways, MUST be bored or tunneled. All boring, tunneling and placing conduits, casing and pipelines shall be done in such a manner that the existing driving lanes will NOT be disturbed. If a casing is installed to receive conduit or pipeline, all voids between casing and conduit shall be filled with grout or sand. Bore pit shall not encroach within five (5) feet from edge of pavement.
20. OPEN CUT METHOD: Open cutting of local streets may be permitted. NOT more than one-half ( $1 / 2$ ) of the width of a traveled way shall be disturbed at one time and the remaining width shall be kept open to traffic. Two-way traffic shall be maintained on pavement at all times.
A. Minimum clearance of two (2) feet adjacent to any surface obstruction and a five (5) foot clearance between excavation and traveled way shall be maintained.
B. Backfill material shall be subject to OCPW inspector's approval prior to placement. OCPW inspector may require 2-sack cement slurry backfill. PERMANENT A.C. PATCH shall be placed within thirty (30) working days after completion of backfilling operations.
21. COMPACTION: All backfill replaced in excavation within road right of way shall be compacted until relative compaction is NOT LESS than ninety percent ( $90 \%$ ), as determined by the Relative Compaction Test as specified in the OC Public Works (OCPW) Department Standard Plans. PMB (aggregate base) shall be compacted to a relative compaction of NOT LESS than ninety-five percent (95\%).

After completion of backfill and compaction operations and before permanent paving is replaced, contractor shall call for compaction tests
to be performed and shall provide for test holes at locations and as directed by the inspector. In lieu of test holes as specified above, contractor may elect to call for compaction tests in successive lifts of backfill not to exceed two (2) feet vertically in time each lift of backfill is placed and compacted.
22. REPLACING ENTIRE DRIVING AND/OR BIKE LANE: If surfacing or pavement within driving lanes of a highway, as shown on the Master Plan of Arterial Highways or within a bikeway, is removed or damaged by Permittee's operation, existing surfacing or pavement for width of the driving or bike lane and for the length of the damaged surfacing shall be removed and replaced to a distance of not less than one hundred (100) feet. Such removal and replacement shall be to the satisfaction of the Director.
23. OIL-MIXED SHOULDERS: Improved oil-mixed shoulders are to be remixed to minimum depth of four (4) inches with an approved oil-mixing machine using approximately $1 / 2$ gallon to $21 / 2$ gallons of SC 800 per square yard as determined by the Director. In lieu of the former, the entire width of the shoulder may be removed to a minimum depth of two (2) inches and replaced with a minimum of two (2) inches of AC.
24. CONCRETE SIDEWALK OR CURB: All concrete sidewalks or curbs shall be saw-cut to the nearest control joint and replaced in conformance with applicable provisions of the OC Public Works (OCPW) Department Standard Plans and Standard Specifications for Public Works Construction. Sidewalk removal and replacement shall be to the satisfaction of the Inspector.
25. CARE OF DRAINAGE: If the work herein contemplated shall interfere with established drainage, ample provision shall be made by the Permittee to provide for it, as may be required by the Director.

All roadside drainage ditches shall be restored to original grades and inlet and outlet ends of all culverts shall be left free and clear.
26. COMPLIANCE WITH TERMS OF PERMIT: Permittee shall not make or cause to be made any excavation, or construct, place upon, maintain, or leave any obstruction or impediment to travel, or pile or place any material in or upon any highway, under the surface of any highway, at any location or in any manner other than that described in application as approved by the Director, or contrary to terms of permit or of any provision of the Ordinance hereinbefore referenced.

Permittee agrees that if installation of any nature or kind placed in the excavation, fill or obstruction, for which permit is issued, which shall at any time in the future interfere with use, repair, improvements, widening or change of grade of highway, Permittee or his successors or assigns, with ten (10) days after receipt of written notice from the Director to do so, at his own expense, either remove such installation or relocate to a site which may be designated by the Director.

Permittee hereby agrees to do all work and otherwise comply with provisions of Orange County Codified Ordinances Title 6, Section 6-1-1, et seq., as amended, terms and conditions of this permit, and all applicable rules and regulations of the County of Orange. All work shall be performed in accordance with provisions of this Ordinance and of all applicable laws, rules and regulations of Orange County and to the satisfaction of the Director.

After work has been completed, all debris and excess material from excavation and backfill operations shall be removed from right of way and the roadway left in a neat and orderly condition. All approaches to private driveways and intersecting highways and streets shall be kept open to traffic at all times. Excess materials which adhere to roadway surfacing, as a result of construction operations, shall be removed by approved methods to the satisfaction of the Director.

## TRAFFIC

27. ARTERIAL HIGHWAY TRAFFIC LANES: Two-way traffic shall be maintained at all times. At no time between the hours of 7:00 a.m. and 8:30 a.m. and between the hours of 4:00 p.m. and 6:00 p.m., Monday through Friday (excluding legal holidays), shall there be any obstruction of an arterial highway traffic lane. Said restriction shall apply to vehicles, equipment, material, traffic control devices, excavation, stockpile or any other form of obstruction. Any exceptions must be approved specifically by a traffic control plan and by County-designated Supervising Construction Inspector.
28. PROTECTION OF TRAVELING PUBLIC: Permittee shall take adequate precautions for protection of the traveling public. Barricades, flashing amber lights and warning signs, together with flagmen, where necessary, shall be placed and maintained in accordance with the State of California Manual of Traffic Controls, For Construction and Maintenance Work Zones until the excavation is refilled, the obstruction removed, and roadway is safe for use of traveling public. The Director may specify, as a condition of the issuance of the permit, safety devices or measures to be used by Permittee, but failure of Director to so specify the devices or measures to be used shall not relieve Permittee of his obligation hereunder.

Trenching for installation across any intersecting roadway open to traffic shall be progressive. NOT more than one-half ( $1 / 2$ ) of the width of a traveled way shall be disturbed at one time, and the remaining width shall be kept open to traffic by bridging or backfilling.
29. SIGNALIZED INTERSECTION: Permittee shall notify OC Public Works/Traffic Section at 714-245-4580, at least 72 hours in advance of any excavation within one hundred (100) feet of a signalized intersection. Permittee and/or his contractor shall assume cost and responsibility for maintaining existing and temporary electrical systems or any other item or portion of work, as may be deemed necessary or advisable for protection of highway and traveling public and payment of all costs incurred by the County of Orange in repairing facilities damaged during construction. Applicant shall immediately repair or replace any damaged traffic control devices and/or striping facilities.

## PERMITTEE'S OBLIGATION

30. RESTORATION: APPLICANT SHALL RESTORE THE ROADWAY TO ITS ORIGINAL OR BETTER CONDITION AND CAUSE ANY PERMANENT PAVING TO BE COMPLETED AS SOON AS POSSIBLE. Immediately upon completion of the work necessitating the excavation or obstruction authorized by any permit issued pursuant to the aforementioned Ordinance, Permittee shall promptly, and in a workmanlike manner, refill the excavation or remove the obstruction to the satisfaction of the Director.

If Permittee fails or refuses to refill any excavation which he has made or remove any obstruction which he has placed on any highway, the Director may do so and Permittee shall promptly reimburse County the cost thereof. If any anytime subsequent to first repair of a surface of a highway damaged or destroyed by any excavation or obstruction in such highway, it becomes necessary again to repair such surface due to settlement or any other cause directly attributable to such excavation or obstruction, Permittee shall pay to County the cost of such additional repairs made by the Director. Cost shall be computed by the Director as provided in Section 6-3-47 or Section 6-3-49 of the aforementioned Ordinance, whichever, in the judgment of the Director, will most fairly compensate County for expenses incurred by it.
31. PERMITTEE TO PAY DEFICIENCY. If any deposit is insufficient to pay all fees and costs herein provided, Permittee shall, upon demand, pay to the Director an amount equal to the deficiency.
32. EFFECT OF FAILURE TO PAY COSTS OF DEFICIENCY: If Permittee, upon demand, fails to pay any deficiency as provided in Section 6-3-77 of the aforementioned Ordinance, or shall fail to pay any other costs due County hereunder for which no deposit has been made, County may recover same by an action in any court or competent jurisdiction. Until such deficiency or costs are paid in full, a permit hereunder shall not thereafter be issued to Permittee.
33. TAXABLE POSSESSORY INTEREST: Permittee acknowledges that a taxable possessory interest may have been created by this permit and that Permittee may be subject to payment of property taxes levied on such interest. (Reference is made to California Revenue and Taxation Code, Sections 107, 107.4 and 107.6.)
34. ADDITIONAL COST: Any additional cost incurred by Permittee incidental to this work NOT shown on the face of the permit, shall be borne by Permittee.
35. COMPLIANCE: Any CONDITIONS shown in regulations, attachments, and/or provisions of Codified Ordinance and all applicable laws, rules and/or regulations of Orange County or any other regulatory governing agency pertinent to work on the face of this permit MUST be complied with.

Section 6424 of the California Labor Code requires contractors planning excavation or trench work to obtain a permit for such work from the State of California, Department of Industrial Relations, DIVISION OF INDUSTRIAL SAFETY.

## CONDITION: OC PUBLIC WORKS DOES NOT PERFORM ANY INSPECTION UNDER THIS PERMIT PERTAINING TO THE PROTECTION AND SAFETY OF PERSONNEL OR EQUIPMENT. THIS IS THE RESPONSIBILITY OF PERMITTEE.

The Director may, either at the time of the issuance of the permit or at any time thereafter until completion of the work, prescribe such additional conditions as he may deem reasonably necessary for the protection of the highway or for the prevention of undue interference with traffic or to assure the safety of persons using the highway.

The Permittee shall make proper arrangements satisfactory to the Director for and bear the cost of relocating any structure, public utility, tree or shrub where such relocation is made necessary by the proposed work for which a permit is issued. Permittee is aware of Ordinance No. 2717 concerning the registration and disclosure of lobbyists

## APPENDIX "F"

## DEPARTMENT OF THE ARMY PRADO DAM FLOOD CONTROL BASIN

LICENSE NO. DACW09-3-14-0054

DEPARTMENT OF THE ARMY LICENSE<br>PRADO DAM FLOOD CONTROL BASIN<br>RIVERISIDE COUNTY, CALIFORNIA

THE SECRETARY OF THE ARMY, hereinafter referred to as the Secretary, under the authority of its general administrative powers, hereby grants to the Riverside County Flood Control and Water Conservation District, hereinafter referred to as the grantee, a license for the use of two existing dirt roadways for temporary access along both sides (East and West) of the SR-71 freeway within the Prado Dam Flood Control Basin, as identified in Exhibit A attached hereto and made apart hereof, herein after referred to as the premises.

THIS LICENSE is granted subject to the following conditions:

## 1. TERM

This License is granted for a term of twelve (12) months, beginning November 21, 2013 and ending November 20, 2014, but revocable at will be the Secretary.

## 2. CONSIDERATION

The consideration for this License is the operation and maintenance of the Premises by the grantee for the benefit of the United States and the general public in accordance with the conditions herein set forth.

## 3. NOTICES

All notices and correspondence to be given pursuant to this License shall be addressed, if to the grantee, to Riverside County Flood Control and Water Conservation District., 1995 Market Street, Riverside, CA 92501, ATTN: Alberto Martinez; and if to the United States, to the District Engineer, U.S Army Corps of Engineers, Attention: Chief of Asset Management Division, Los Angeles District, P.O. Box 532711, Los Angeles, California 90053-2325; or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope addressed as foresaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

## 4. AUTHORIZED REPRESENTATIVES

Expect as otherwise specially provided, any references herein to "Secretary", "District Engineer", "Installation Commander", or "said Officer" shall include their duly authorized representatives. Any reference to "grantee" shall include any duly authorized representatives.

## 5. SUPERVISION BY THE DISTRICT ENGINEER

The use and occupation of the Premises shall be subject to the general supervision and approval of the District Engineer, hereinafter referred to as said Officer, and to such rules and regulations as may be prescribed from time to time by said Officer.

## 6. APPLICABLE LAWS AND REGULATIONS

The grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

## 7. SUPERVISION BY THE DISTRICT ENGINEER

The use and occupation of the premises shall be subject to the general supervision and approval of the District Engineer, Los Angeles District, hereinafter referred to as said officer, and to such rules and regulations as may be prescribed from time to time by said officer.

## 8. CONDITIONAL USE BY GRANTEE

The exercise of the privileges herein granted shall be:
a. without cost or expense to the United States;
b. subject to the right of the United States to improve, use or maintain the premises.
c. subject to other outgrants of the United States on the premises.
d. personal to the grantee, and this license, or any interest therein, may not be transferred or assigned.

## 9. CONDITION OF PREMISES

The grantee acknowledges that it has inspected the premises, knows its condition, and understands that the same is granted without any representations or warranties whatsoever and without any obligation on the part of the United States.

## 10. COST OF UTILITIES AND FACILITIES

The grantee shall pay the cost, as determined by the officer having immediate supervision over the premises, of producing and/or supplying any utilities and other services furnished by the Government or through Government-owned facilities for the use of the grantee, including the grantee's proportionate share of the cost of operation and maintenance of the Government-owned facilities by which such utilities or services are produced or supplied. The Government shall be under no obligation to furnish utilities or services. Payment shall be made in the manner prescribed by the officer having such jurisdiction.

## 11. PROTECTION OF PROPERTY

The grantee shall keep the premises in good order and in a clean, safe condition by and at the expense of the grantee. The grantee shall be responsible for any damage that may be caused to property of the United States by the activities of the grantee under this license, and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

## 12. INDEMNITY

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property or injuries to the person of the grantee's officers, agents, or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the grantee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

## 13. RESTORATION

On or before the expiration of this license or its termination by the grantee, the grantee shall vacate the premises, remove the property of the grantee, and restore the premises to a condition satisfactory to said officer. If, however, this license is revoked, the grantee shall vacate the premises, remove said property and restore the premises to the aforesaid condition within such time as the District Engineer may designate. In either event, I the grantee shall fail or neglect to remove said property and restore the premises, then, at the option of said officer, the property shall either become the property of the United States without compensation therefor, or said officer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The grantee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or termination of this license in restoring the premises.

## 14. NON-DISCRIMINATION

The grantee shall not discriminate against any person or persons or exclude them from participation in the grantee's operations, programs or activities because of race, color, religion, sex, age, handicap or national origin in the conduct of operations on the premises. The grantee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board.

## 15. TERMINATION

This license may be terminated by the grantee at any time by giving the District Engineer at least ten (10) days notice in writing provided that no refund by the United States of any consideration previously paid shall be made and provided further, that in the event that said notice is not given at least ten (10) days prior to the rental due date, the grantee shall be required to pay the consideration for the period shown in the Condition on CONSIDERATION.

## 16. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this license shall protect the premises against pollution of its air, ground and water. The grantee shall comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this license. The grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.
b. The grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from the grantee's activities, the grantee shall be liable to restore the damaged resources.
c. The grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

## 17. HISTORIC PRESERVATION

The grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

## 18. RIGHT TO ENTER AND FLOOD

The right is reserved to the United States, its officers, agents and employees to enter upon the premises at any time and for any purposes necessary or convenient in connection with government purposes; to make inspections; to remove timber or other materials, except property of the grantee; to flood the Premises; In as much as the use of the premises involves the creation and maintenance of ponds, any manipulation of the level of such ponds by the Secretary shall be for the government purposes of flood damage reduction or to operate the dam in connection with government purposes and the grantee shall have no claims for damages on account thereof against the United States or any officer, agent or employee thereof.

## 19. DISCLAIMER

This license is effective only insofar as the rights of the United States in the premises are concerned; and the grantee shall obtain any permit or license which may be require by Federal, state, or local statute in connection with the use of the premises. It is understood that the granting of this license does not preclude the necessity of obtaining a Department of the Army permit for activities which involve the discharge of dredge or fill material or the placement of fixed structures in the waters of the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 USC 403), and Section 404 of the Clean Waters Act (33 USC 1344).

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army, this $28^{+4}$ day of San va $20+7 y^{4}$

U.S. Army Corps of Engineers

## Los Angeles District

THIS LICENSE is also executed by the grantee this $7^{\frac{t h}{d a y} \text { of JaNuARy, } 2013.2014}$

## RIVERSIDE COUNTY FLOOD CONTROL AND

 WATER CONSERVATION DISTRICT:SIGNATURE


PRINTED NAME


TITLE
(957)955-1250

## CERTIFICATE OF AUTHORITY

1. ALPERTO MARTINEZ, certify that I am the $\frac{\text { ATHSTINO OFFICER }}{\text { (Secretary or Attesting Officer) }}$

(Agency Name) Ca'skevalor D, STR1T
that WARREN "DUSTY' WILLIAMS, who signed this Agreement on behalf
 (Agency Name) CONSER vąond distmet (Officer Title)
of the Agency; and that said Agreement was duly signed for and on behalf of
the Rivensuf county Fwon commil al by authority of its governing body and is (Agency Name) watin condsenvino

DISTRICT
within the scope of its statutory powers.

Signed,

(The person that signed the attached instrument cannot sign Certificate)

This form certifies that the person signing the attached instrument has the authority to do so. The signature of the Secretary/Attesting Officer and the Individual signing the attached instrument cannot be the same.


ACOE Exhibit 1 - Blow-up of access route from SR-71

## Exhibit "A" <br> Santa Ana River Below Prado Dam - Brine Line Protection Parcel 2105-19

Being a portion of Tracts E and F as shown by Map of the Partition of the Maria Jesus Yorba de Scully Estate filed in Action No. 7939 of the Superior Court of the State of California, County of Riverside, recorded May 18, 1925 as Instrument No. 1173 in Book 637 of Deeds, Page 432 records of said County.

## Strip No. 1

A strip of land hereinafter designated as Strip No. 1 being 25.00 feet wide, lying 12.50 feet on each side of, as measured at right angles to the following described centerline:

Commencing at the most northerly corner of Tract F as shown on said Map of the Partition. Said corner is marked by a $3 / 4$-inch iron pipe with a concrete plug, no tag per Metropolitan Water District of Southern California Survey Plat Map B-133945 dated March 2011, in lieu of 2-inch brass Orange County Surveyor disk shown as L.S. 10 and the most easterly corner of said Section on Record of Survey, filed in Book 102, Pages 85 through 95 inclusive, records of said County;

Thence South $69^{\circ} 09^{\prime} 48^{\prime \prime}$ West 1628.00 feet along the northerly line of said Tract $F$ to a point hereinafter designated Point C and the Point of Beginning;

Thence South $14^{\circ} 02^{\prime} 44^{\prime \prime}$ East 77.42 feet;
Thence South $16^{\circ} 14^{\prime} 17^{\prime \prime}$ East 15.57 feet;
Thence South $20^{\circ} 36^{\prime} 25^{\prime \prime}$ East 14.20 feet;
Thence South $27^{\circ} 35^{\prime} 22^{\prime \prime}$ East 19.39 feet;
Thence South $34^{\circ} 58^{\prime} 24^{\prime \prime}$ East 25.36 feet;
Thence South $28^{\circ} 35^{\prime} 199^{\prime \prime}$ East 6.73 feet;
Thence South $22^{\circ} 16^{\prime} 58^{\prime \prime}$ East 11.28 feet;
Thence South $13^{\circ} 10^{\prime} 22^{\prime \prime}$ East 14.79 feet;
Thence South $07^{\circ} 44^{\prime} 47^{\prime \prime}$ East 31.32 feet;
Thence South $04^{\circ} 43^{\prime} 26^{\prime \prime}$ East 71.13 feet;
Thence South $00^{\circ} 33^{\prime} 46^{\prime \prime}$ East 15.02 feet;
Thence South $08^{\circ} 21^{\prime} 33^{\prime \prime}$ West 10.49 feef;

Thence South $15^{\circ} 42^{\prime} 17^{\prime \prime}$ West 13.40 feet;
Thence South $26^{\circ} 48^{\prime} 18^{\prime \prime}$ West 10.69 feet;
Thence South $38^{\circ} 23^{\prime} 45^{\prime \prime}$ West 109.41 feet;
Thence South $55^{\circ} 49^{\prime} 02^{\prime \prime}$ West 18.64 feet;
Thence South $72^{\circ} 58^{\prime} 40^{\prime \prime}$ West 19.33 feet;
Thence South $80^{\circ} 35^{\prime} 46^{\prime \prime}$ West 26.28 feet;
Thence South $88^{\circ} 18^{\prime} 58^{\prime \prime}$ West 50.19 feet;
Thence South $89^{\circ} 01^{\prime} 27^{\prime \prime}$ West 34.03 feet;
Thence North $87^{\circ} 16^{\prime} 43^{\prime \prime}$ West 12.74 feet;
Thence North $78^{\circ} 06^{\prime} 11^{\prime \prime}$ West 14.46 feet;
Thence North $73^{\circ} 09^{\prime} 38^{\prime \prime}$ West 59.93 feet;
Thence South $54^{\circ} 47^{\prime} 50^{\prime \prime}$ West 32.89 feet to a point hereinafter designated Point F ;
Thence South $29^{\circ} 23^{\prime} 45^{\prime \prime}$ West 34.73 feet;
Thence South $25^{\circ} 47^{\prime} 15^{\prime \prime}$ West 50.79 feet;
Thence South $24^{\circ} 08^{\prime} 44^{\prime \prime}$ West 64.60 feet;
Thence South $22^{\circ} 59^{\prime} 04^{\prime \prime}$ West 57.40 feet;
Thence South $31^{\circ} 29^{\prime} 06^{\prime \prime}$ West 14.74 feet;
Thence South $38^{\circ} 15^{\prime} 43^{\prime \prime}$ West 14.34 feet;
Thence South $45^{\circ} 24^{\prime} 29^{\prime \prime}$ West 20.58 feet;
Thence South $48^{\circ} 46^{\prime} 10^{\prime \prime}$ West 22.01 feet;
Thence South $60^{\circ} 42^{\prime} 19^{\prime \prime}$ West 19.17 feet to a point on the westerly line of said Tract F hereinafter designated Point D which bears South $00^{\circ} 05^{\prime} 54^{\prime \prime}$ East 520.56 feet from the northwest corner of said Tract F;

Thence South $62^{\circ} 00^{\prime} 36^{\prime \prime}$ West 10.75 feet;
Thence South $65^{\circ} 15^{\prime} 45^{\prime \prime}$ West 64.13 feet;

Thence South $56^{\circ} 30^{\prime} 27^{\prime \prime}$ West 27.84 feet;
Thence South $52^{\circ} 59^{\prime} 31^{\prime \prime}$ West 28.50 feet;
Thence South $57^{\circ} 13^{\prime} 50^{\prime \prime}$ West 13.45 feet;
Thence South $68^{\circ} 05^{\prime} 00^{\prime \prime}$ West 27.23 feet;
Thence South $80^{\circ} 21^{\prime} 18^{\prime \prime}$ West 32.42 feet;
Thence South $81^{\circ} 44^{\prime} 09^{\prime \prime}$ West 33.03 feet;
Thence South $82^{\circ} 59^{\prime} 59^{\prime \prime}$ West 45.11 feet to a point on the northerly line of that certain parcel of land conveyed to Metropolitan Water District of Southern California as an Easement for Road, recorded July 1, 1955 in Book 1760 of Official Records, Page 483 records of said County, hereinafter designated as Point "E" and the Point of Termination. Said Point "E" being South $79^{\circ} 32^{\prime} 37^{\prime \prime}$ East 934.89 feet from a point on the northerly line of Tract E shown as a 2 inch brass Orange County Surveyor disk on said Record of Survey.

The sidelines of said 25.00 foot wide strip of land shall be prolonged or shortened so as to join at all angle points and to terminate northerly on the northerly line of said Tract F and southerly on the northeasterly line of Director's Deed to County of Riverside, recorded November 3, 1972 as Instrument No. 147126 in Official Records of said County.

## Strip No. 2

Together with a strip of land hereinafter designated as Strip No. 2 being 25.00 feet wide, lying 12.50 feet on each side of, as measured at right angles to the following described centerline:

Beginning at hereinabove described Point " $F$ ";
Thence North $33^{\circ} 39^{\prime} 23^{\prime \prime}$ East 37.60 feet;
Thence North $25^{\circ} 16^{\prime} 10^{\prime \prime}$ East 17.71 feet;
Thence North $14^{\circ} 17^{\prime} 18^{\prime \prime}$ East 33.93 feet;
Thence North $12^{\circ} 30^{\prime} 23^{\prime \prime}$ East 19.47 feet;
Thence North $08^{\circ} 47^{\prime} 10^{\prime \prime}$ East 9.87 feet to a point hereinafter designated Point " $\mathrm{G}^{\prime}$ ";
Thence continuing North $08^{\circ} 47^{\prime} 10^{\prime \prime}$ East 24.63 feet;
Thence North $06^{\circ} 44^{\prime} 53^{\prime \prime}$ East 73.68 feet;
Thence North $04^{\circ} 47^{\prime} 42^{\prime \prime}$ East 18.25 fect to a point hereinafter designated Point " $1 I^{\prime}$ ";

Thence continuing North $04^{\circ} 47^{\prime} 42^{\prime \prime}$ East 2.66 feet;
Thence North $02^{\circ} 10^{\prime} 53^{\prime \prime}$ West 28.29 feet;
Thence North $07^{\circ} 42^{\prime} 41^{\prime \prime}$ West 23.68 feet;
Thence North $08^{\circ} 16^{\prime} 47^{\prime \prime}$ West 22.59 feet;
Thence North $07^{\circ} 38^{\prime} 43^{\prime \prime}$ West 24.22 fect;
Thence North $10^{\circ} 30^{\prime} 06^{\prime \prime}$ West 20.02 feet to a point on the northerly line of said Tract F. Said point hereinafter designated as Point "I" which bears South $69^{\circ} 09^{\prime} 48^{\prime \prime}$ West 233.28 feet from hereinabove described Point " C ".

The sidelines of said 25.00 foot wide strip of land shall be prolonged or shortened so as to join at all angle points and to terminate northerly on the northerly line of said Tract F and southerly on the northerly line of hereinabove described Strip No. 1.

## Strip No. 3

Also together with a strip of land hereinafter designated as Strip No. 3 being 25.00 feet wide, lying 12.50 feet on each side of, as measured at right angles to the following described centerline:

Beginning at hereinabove described Point " $G$ ";
Thence North $44^{\circ} 24^{\prime} 42^{\prime \prime}$ East 50.54 feet;
Thence North $32^{\circ} 50^{\prime} 03^{\prime \prime}$ East 21.93 feet;
Thence North $02^{\circ} 28^{\prime} 16^{\prime \prime}$ East 17.56 feet;
Thence North $30^{\circ} 33^{\prime} 03$ " West 18.24 feet;
Thence North $41^{\circ} 36^{\prime} 58^{\prime \prime}$ West 37.34 feet to hereinabove described Point "H".
The sidelines of said 25.00 foot wide strip of land shall be prolonged or shortened so as to join at all angle points and to terminate northerly and southerly on the easterly line of hereinabove described Strip No. 2.




## Exhibit "B"

BEING A PORTION OF TRACTS E AND F AS SHOWN ON MAP OF THE PARTITION OF THE MARIA JESUS YORBA DE SCULLY ESTATE FILED IN ACTION NO. 7939 OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF RIVERSIDE, RECORDED MAY 18, 1925 AS INSTRUMENT NO. 1173 IN BOOK 637 OF DEEDS. PAGE 432 RECORDS OF SAID COUNTY LOCATED IN RANCHO LA SIERRA YORBA.

| LINE DATA |  |  |
| :---: | :---: | :---: |
| $\square$ | BEARING $^{\circ}$ | DISTANCE |
| 28 | N22 $22^{\circ} 59^{\prime} 04^{\prime \prime} E$ | $57.40^{\prime}$ |
| 29 | $N 31^{\circ} 29^{\prime} 06^{\prime \prime} E$ | $14.74^{\prime}$ |
| 30 | $N 38^{\circ} 15^{\prime} 43^{\prime \prime} E$ | $14.34^{\prime}$ |
| 31 | $N 45^{\circ} 24^{\prime} 29^{\prime \prime} E$ | $20.58^{\prime}$ |
| 32 | $N 48^{\circ} 46^{\prime} 10^{\prime \prime} E$ | $22.01^{\prime}$ |
| 33 | $N 60^{\circ} 42^{\prime} 19^{\prime \prime} E$ | $19.17^{\prime}$ |
| 34 | $N 62^{\circ} 00^{\prime} 36^{\prime \prime} E$ | $10.75^{\prime}$ |
| 35 | $N 65^{\circ} 15^{\prime} 45^{\prime \prime} E$ | $64.13^{\prime}$ |
| 36 | $N 56^{\circ} 30^{\prime} 27^{\prime \prime} E$ | $27.84^{\prime}$ |
| 37 | $N 52^{\circ} 59^{\prime} 31^{\prime \prime} E$ | $28.50^{\prime}$ |
| 38 | $N 57^{\circ} 13^{\prime} 50^{\prime \prime} E$ | $13.45^{\circ}$ |
| 39 | $N 68^{\circ} 05^{\prime} 00^{\prime \prime} E$ | $27.23^{\prime}$ |
| 40 | $N 80^{\circ} 21^{\prime} 18^{\prime \prime} E$ | $32.42^{\prime}$ |
| 41 | $N 81^{\circ} 44^{\prime} 09^{\prime \prime} E$ | $33.03^{\circ}$ |
| 42 | $N 82^{\circ} 59^{\circ} 59^{\prime \prime} E$ | $45.11^{\prime}$ |



SEE SHEET I

INSTR. No. 147126
REC. NOV 3. 1972
$-\quad$ OFFICIAL RECORDS


## RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT <br> 1995 MARKET ST. RIVERSIDE, CA. 92501

| CT NAME: SANTA ANA RIVER BELO | PRADO DAM - BRIN | E PROTECT |  |
| :---: | :---: | :---: | :---: |
| THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCHI (S) DE SCRIRED IN THF | RCFC PARCEL NUMBER(S): <br> PARCEL 2105-19 | $\begin{array}{\|} \text { SCALE: } \\ \text { NO SCALE } \end{array}$ | PREPARED EY: DKS |
| ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN. |  | JUL-09-2013 | $\begin{array}{lll} \hline \text { SHEET NO. } & \\ 3 & \text { OF } & 4 \end{array}$ |



## Santa Ana River Below Prado Dam - Brine Line Protection Parcel 2105-20

Being a portion of Parcel 4 as described in Amendment No. 1 to the State of California, Department of Public Works, Division of Highways recorded July 16, 1971 as Instrument No. 78622 in Official Records of Riverside County, California, located in fractional Section 29, Township 3 South, Range 7 West, San Bernardino Meridian in the unincorporated territory of Riverside County, State of California.

A strip of land 25.00 feet wide, lying 12.50 feet on each side of the following described centerline:

Commencing at the most northerly corner of Tract F as shown by Map of the Partition of the Maria Jesus Yorba de Scully Estate filed in Action No. 7939 of the Superior Court of the State of California, County of Riverside, recorded May 18, 1925 as Instrument No. 1173 in Book 637 of Deeds, Page 432 records of said County. Said corner is marked by a $3 / 4$-inch iron pipe with a concrete plug, no tag per Metropolitan Water District of Southern California Survey Plat Map B-133945 dated March 2011, in lieu of 2 -inch brass Orange County Survey disk shown as L.S. 10 and the most easterly corner of said Section on Record of Survey, filed in Book 102 Pages 85 through 95 inclusive, records of said County;

Thence South $69^{\circ} 09^{\prime} 48^{\prime \prime}$ West 1861.28 feet along the northerly line of said Tract F to a point hereinafter designated as Point "I" and the Point of Beginning;

Thence North $10^{\circ} 30^{\prime} 05^{\prime \prime}$ West 4.19 feet;
Thence North $13^{\circ} 43^{\prime} 02^{\prime \prime}$ West 23.77 feet;
Thence North $18^{\circ} 09^{\prime} 32^{\prime \prime}$ West 22.50 feet;
Thence North $19^{\circ} 41^{\prime} 41^{\prime \prime}$ West 23.61 feet;
Thence North $18^{\circ} 30^{\prime} 04^{\prime \prime}$ West 23.71 feet;
Thence North $20^{\circ} 19^{\prime} 43^{\prime \prime}$ West 24.27 feet;
Thence North $18^{\circ} 35^{\prime} 01$ " West 23.95 feet;
Thence North $16^{\circ} 59^{\prime} 45^{\prime \prime}$ West 23.27 feet;
Thence North $16^{\circ} 22^{\prime} 33^{\prime \prime}$ West 22.51 feet;
Thence North $21^{\circ} 41^{\prime} 36^{\prime \prime}$ West 24.07 feet;
Thence North $19^{\circ} 08^{\prime} 37^{\prime \prime}$ West 29.26 feet;
Thence North $17^{\circ} 22^{\prime} 21^{\prime \prime}$ West 23.42 feet;

Thence North $16^{\circ} 33^{\prime} 14^{\prime \prime}$ West 24.70 feet;
Thence North $13^{\circ} 28^{\prime} 30^{\prime \prime}$ West 51.09 feet;
Thence North $11^{\circ} 46^{\prime} 42^{\prime \prime}$ West 51.63 feet;
Thence North $09^{\circ} 47^{\prime} 59^{\prime \prime}$ West 25.07 feet;
Thence North $07^{\circ} 54^{\prime} 51^{\prime \prime}$ West 25.91 feet;
Thence North $14^{\circ} 25^{\prime} 23^{\prime \prime}$ East 19.72 feet to a point hereinafter designated as Point "J" and the Point of Termination. Said Point "J" being North $52^{\circ} 19^{\prime} 38^{\prime \prime}$ East 1589.16 feet from a point on the northerly line of the Tract $E$ shown as a 2 -inch brass Orange County Surveyor disk on said Record of Survey.

The sidelines of said strip of land shall be prolonged or shortened so as to join at all angle points and to terminate northeasterly on a line extending North $15^{\circ} 35^{\prime} 26^{\prime \prime}$ West and South $15^{\circ}$ $35^{\prime} 26^{\prime \prime}$ East through said Point "J" and southerly on the northerly line of said Tract F.


## Exhibit "B"

BEING A PORTION OF PARCEL 4 AS DESCRIBED IN AMENDMENT NO. I TO THE STATE OF CALIFORNIA, DEPT OF PUBLIC WORKS. DIVISION OF HIGHWAYS RECORDED JULY 16. 1971 AS INSTRUMENT NO. 78622 IN OFFICIAL RECORDS OF RIVERSIDE COUNTY, LOCATED IN FRACTIONAL SEC 29, T3S, R7W, SBM in the unincorporated territory of riverside county. state of california.

$=a$

/


PTMCTM, \& $P O B$
C. S. MAP

$1-B-5$ | INSIR. No. 78622 |  |
| :--- | :--- |
| REC. JUL | $16, ~$ |
| 1971 |  |$|>$ OFFICIAL RECORDS RIVERSIDE COUNTY



| 11 | $N 19^{\circ} 08^{\prime} 37^{\prime \prime} W$ | $29.26^{\prime}$ |
| :---: | :--- | :---: |
| 12 | $N 17^{\circ} 22^{\prime} 21^{\prime \prime} W$ | $23.42^{\prime}$ |
| 13 | $N 16^{\circ} 33^{\prime} 14^{\prime \prime} W$ | $24.70^{\prime}$ |
| 14 | $N 13^{\circ} 28^{\prime} 30^{\prime \prime} W$ | $51.09^{\prime}$ |
| 15 | $N 11^{\circ} 46^{\prime} 42^{\prime \prime} W$ | $51.63^{\prime}$ |
| 16 | $N 09^{\circ} 47^{\prime} 59^{\prime \prime} W$ | $25.07^{\prime}$ |
| 17 | $N 07^{\circ} 54^{\circ} 51^{\prime \prime} W$ | $25.91^{\prime}$ |
| 18 | $N 14^{\circ} 25^{\prime} 23^{\prime \prime} \mathrm{E}$ | $19.72^{\prime}$ |

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


DEPARTMENT OF THE ARMY
LOS ANGELES DISTRICT, U.S. ARHY CORPS OF ENGINEERS
915 WILSHIRE BOULEVARD, SUITE 930
LOS ANGELES, CALIFORNIA 90017
March 12, 2015
Office of the Chief
Asset Management Division

Mr. Alberto Martinez
Riverside County Flood Control
1995 Market Street
Riverside, California 92501
Dear Mr. Martinez
Enclosed is your fully executed copy of Supplemental Agreement No. 1 for License No. DACW09-3-14-0054.

If you need any additional information or have any questions, please contact Mr.
Katie Parks, Outdoor Recreation Planner, at (213) 452-3399 or via email at
Katie.B.Parks@usace.army.mil
Sincerely,


Robert W. Colangelo
Deputy Chief, Asset Management Division Real Estate Contracting Officer

Enclosure(s)

# DEPARTMENT OF THE ARMY LICENSE PRADO DAM FLOOD CONTROL BASIN RIVERSIDE COUNTY, CALIFORNIA 

THIS SUPPLEMENTAL AGREEMENT NO. 1, entered into by and between the SECRETARY OF TH ARMY, representing the United States of America, hereinafter referred to as the Government, and the Riverside County Flood Control and Water Conservation District, hereinafter referred to as the Grantee

WHEREAS, the Government granted License No. DACW09-3-14-0054, dated January 28, 2014, to the Grantee, for the use of two existing dirt roadways for temporary access within the Prado Dam Flood Control Basin in support of construction associated with protection of the Inland Empire Brine Line.

NOW THEREFORE, in consideration of the premises, the parties hereto do mutually agree that License No. DACW09-3-14-0054 is amended in the following particulars:

1. Exhibit A shall be removed and replaced with Exhibit "A-1" attached hereto and made a part thereof;
2. Section 1(Term) shall be deleted in its entirety and replaced with the following:

This License is granted for a term of three (3) years, beginning November 20, 2013 and ending November 19, 2016, but revocable at will be the Secretary.
3. Section 8 (Conditional Use By Grantee) shall be deleted in its entirety and replaced with the following:

The exercise of the privileges herein granted shall be:
a. without cost or expense to the United States;
b. subject to the right of the United States to improve, use, or maintain the premises;
c. subject to the other outgrants of the United States on the premises;
d. personal to the Grantee, and this License, or any interest therein, may not be transferred or assigned;
e. Prior to conducting any activity west of the Santa Ana River underneath the SR-71 over pass, the Grantee must perform a field inspection to ensure adequate overhead clearance;
f. The roadway running along the east side of Prado Spillway shall be kept clear of mud and debris. Use of the road shall be restricted during wet or rainy conditions;
g. Vehicle speed shall be kept to a minimum in all areas with Prado Basin and downstream of Prado Dam (between Prado Dam and SR-71);
h. Grantee to ensure that 4 -inches of soil (no aggregate larger than $3 / 4$ inch) is placed on the asphalted portion of the roads to limit damage;
i. Grantee shall survey and video all access roadways used by the Grantee and provide such information to the Corps;
j. Grantee shall attempt to limit vehicle activity over Prado Dam by use of exit 2 (Auto Center Drive) off the 91 freeway;
k. Vehicles crossing over the outlet stilling basin bridge shall conform to CALTRANS' requirements for live loads equivalent $\mathrm{HS} 20-44$ and Permit load equivalent to P 7 ,

1. Grantee shall document the existing condition of the outlet channel maintenance road, consisting of 2" asphaltic concrete over $4^{\prime \prime}$ of aggregate base course. Any wear and tear due to the Grantee's use shall be repaired to the satisfaction of the District Engineer;
m . Grantee shall implement traffic control measures and warning devices at bridge crossings and all other areas;
n. Grantee shall protect the existing Santa Ana River Trail and USACE Girish Desai memorial site on east side of stilling basin bridge; and
o. Grantee shall implement dust control measures where vehicles travel over dirt.

All other terms and conditions of License No. DACW09-3-14-0054 shall remain unchanged.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army, this 15 day of mane $/ 4,2014.5$


THIS LICENSE is also executed by the grantee this $19 \frac{\leq 4}{\text { day of } / \subset \not R O M N Y, 201 \times 7}$

> RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT


Crearrar O.celicumons
PRINTED NAME

$\frac{(951) 955-1250}{\text { PHONE NUMBER }}$
PHONE NUMBER

## CERTIFICATE OF AUTHORITY


of the Agency; and that said Agreement was duly signed for and on behalf of
RISERSIDE COUNTY FLOOD CONTROL
 (Agency Name)
within the scope of its statutory powers.

(The person that signed the attached instrument cannot sign Certificate)

This form certifies that the person signing the attached instrument has the authority to do so. The signature of the Secretary/Attesting Officer and the Individual signing the attached instrument cannot be the same.


## APPENDIX "G"

## CALIFORNIA STATE DEPARTMENT OF PARKS AND RECREATION

## RIGHT OF ENTRY PERMIT

Agency: Department of Parks and Recreation

## Project: Inland Empire Brine Line Protection Project Chino Hills State Park Inland Empire District

This Right of Entry Permit (Permit) is made and entered into this $10^{\text {th }}$ day of $D$ TeNuBER 2014 between the State of California, acting by and through its Director of the Department of Parks and Recreation, hereinafter called State and the Riverside County Flood Control and Water Conservation District, a public corporation, its officers, employees, agents and contractors, hereinafter called Permittee.

## RECITALS

- Whereas, the State owns, operates, and maintains the State Park unit known as Chino Hills State Park, in the Counties of Orange, Riverside and San Bernardino, State of California; and
- Whereas, Permitee has applied to State for permission to construct the Inland Empire Brine Line Protection Project within a portion of Chino Hills State Park.
- Now therefore, the State desires to accommodate Permittee's application for permission to construct the Inland Empire Brine Line Protection Project within a portion of Chino Hills State Park, as and to the extent such project is ultimately described, permitted, approved and conditioned by the State's Project Evaluation Form and environmental compliance document dated 12-9-2014 and as may be conditioned by any other regulatory agency having jurisdiction, if applicable.


## TERMS AND CONDITIONS

This Permit hereby gives the Permittee the revocable rights stated below, and is not transferable to any other party. This Permit does not create an interest in the real property herein described or depicted and is further subject to the following terms and conditions:

1. Project Description: By this Permit, State hereby gives permission to Permittee the right to enter upon those lands as depicted on the attached Notice of Exemption solely to use the previously granted access rights solely for the purpose of constructing the Inland Empire Brine Line Protection Project within a portion of Chino Hills State Park.
2. Permit Subject to Laws and Permits: Permittee shall, at Permittee's sole cost and expense, comply with the requirements including all municipal, state, and federal authorities now in force or which may be in force pertaining to the project and use of the Property as provided by this Permit. This Permit is expressly made subject to any and all laws and regulatory permits or approvals, including any conditions of such permits and approvals issued or required to be issued by such regulatory agencies.

Prior to commencement of any access into the park, Permittee shall obtain all such legally required permits or approvals and submit to the State full and complete copies of all permits and approvals, including documentation related to or referenced in such permits and approvals, along with the corresponding agency contact and telephone numbers, and related California Environmental Quality Act (CEQA) and/or National Environmental Policy Act documentation.
3. Term of Permit: This Permit shall only be for the period beginning on December 12, 2014 and ending on November 30, 2015 or as may be reasonably extended by written mutual agreement.
4. Consideration: Permittee agrees to pay State the sum of $\$ 38,000$ (thirty-eight thousand dollars) as consideration for the administrative and mitigation costs associated with the rights granted by this Permit. Thirty-six thousand dollars will be for mitigation and two thousand dollars will be for the administrative costs of the permit.
5. Permit Subject to Existing Claims: This Permit is subject to existing contracts, permits, licenses, encumbrances and claims which may affect the Property.
6. Waiver of Claims and Indemnity: Permittee waives all claims against State, its officers, agents and employees, for loss or damage caused by, arising out of, or in any way connected with the exercise
of this Permit, and Permittee agrees to protect, save harmless, indemnify, and defend State, its officers, agents and employees, or contractors from any and all loss, damage or liability which may be suffered or incurred by State, its officers, agents and employees, or contractors, caused by, arising out of, or in any way connected with the exercise by Permittee of the rights hereby granted, and the project for which this Permit is granted, except those arising out of the sole active negligence of State. Permittee will further cause such indemnification and waiver of claims in favor of State to be inserted in each contract that Permittee executes for the provision of services in connection with the project for which this Permit is issued.
7. Contractors: Permittee shall incorporate the terms, conditions, and requirements contained herein when contracting out all or any portion of the work permitted hereunder. Permittee shall be responsible for ensuring contractor/subcontractor compliance with terms and conditions contained herein. Failure of contractors to abide by State's terms and conditions shall constitute default by Permittee (see Paragraph 20) allowing State to terminate this Permit and seek all legal remedies.
8. Insurance Requirements: As a condition of this Permit and in connection with its indemnification and waiver of claims, Permittee will provide, and/or cause its contractors to provide, a policy or policies of insurance as follows:

Permittee shall procure commercial general liability insurance at least as broad as the most commonly available ISO policy form CG 0001 covering bodily injury, property damage and personal injury and with limits not less than $\$ 1,000,000$ per occurrence and $\$ 2,000,000$ general aggregate. Said policy shall apply separately to each insured against whom any claim is made or suit is brought subject to the Permittee limits of liability.

Permittee shall also procure property insurance at least as broad as the most commonly available special form policy with a limit of not less than $\$ 500,000$. Said policy shall contain an endorsement naming CALIFORNIA STATE DEPARTMENT OF PARKS AND RECREATION as loss payable and provide that payments for any losses be made to CALIFORNIA STATE DEPARTMENT OF PARKS AND RECREATION and Permittee as co-payees and shall be used to repair, rebuild, restore or replace the insured property at State's direction for any damage resulting from the installation or operation of Permittee's equipment. If payments are not used, they shall be made payable directly to CALIFORNIA STATE DEPARTMENT OF PARKS AND RECREATION for rebuilding or repair as necessary in the discretion of the State.

Permittee shall maintain motor vehicle liability with limits of not less than $\$ 1,000,000$ per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and nonowned motor vehicles in use by Permittee.

Permittee shall maintain statutory worker's compensation, and employer's liability coverage in the amount of $\$ 1,000,000 / \mathrm{employee} / \mathrm{disease} / \mathrm{each}$ accident, for all its employees who will be engaged in the performance of work on the Property, including special extensions where applicable.
Each policy of insurance required by this provision shall: (a) be in a form, and written by an insurer, reasonably acceptable to State; (b) be maintained at Permittee's sole expense; and (c) require at least thirty ( 30 ) days written notice to State prior to any cancellation, nonrenewal or material modification of insurance coverage.
Insurance companies issuing such policies shall have a rating classification of "A-" or better and financial size category ratings of "VII" or better according to the latest edition of the A.M. Best Key Rating Guide. All Insurance companies issuing such policies shall be licensed to do business in the State of California.

Such policies shall contain an endorsement naming the CALIFORNIA STATE DEPARTMENT OF PARKS AND RECREATION as an additionally named insured at no cost to State.
Permittee shall provide to State evidence that the insurance required to be carried by this provision, including any endorsement affecting the additional insured status, is in full force and effect and that premiums therefore have been paid. Such evidence shall, at State's discretion, be in either the form of an ACORD Form (Certificate of Insurance) or DPR Form 169A (Certificate of Insurance for Concession Contracts/Special Events), or a certified copy of the original policy, including all endorsements.
Permittee is responsible for any deductible or self-insured retention contained within the insurance program.

Should Permittee fail to keep the specified insurance in effect al all times, State may, in addition to any other remedies it has, terminate this Permit. If any policy of insurance required by this
provision lapses, evidence of a new policy shall be provided to State within ten (10) working days of such lapse.

Permittee is required to ensure all contractors and subcontractors have adequate insurance meeting the coverage requirements in this provision.

Any insurance required to be carried shall be primary and not excess to any other insurance carried by State.

Coverage shall be in force for the complete term of this Permit and the work being done for which this Permit is required.
9. Reservation of Rights: State Reserves the right to use the Property in any manner, provided such use does not unreasonably interfere with Permittee's rights herein.
10. Access Limits and Conditions: Access to the Property shall be limited to the extent such as ultimately described, permitted, approved and conditioned by the State's Project Evaluation Form and environmental compliance document dated 12-9-2014 and as may be conditioned by any other regulatory agency having jurisdiction, if applicable.
11. Notice of Work: Prior to any entry upon the Property for any of the purposes hereinabove set forth, Permittee shall notify the authorities in charge of Chino Hills State Park named below by written notice at least forty-eight (48) hours prior to commencement of work. Permittee shall also notify authorities in charge of the Chino Hills State Park at least forty-eight (48) hours of any change in the project schedule or prior to cessation of work.

| District Name: | Inland Empire District, Chino Sector |
| :--- | :--- |
| Address: | 1879 Jackson Street, Riverside, CA 92504 |
| Contact: | Ryann Gill |
| Telephone: | (951) $789-1278$ |
| Fax: |  |
| Email: | (951) 780-6073 |
|  | Ryan.Gill@parks.ca.gov |

12. Limits of Work: In no event shall this Permit authorize work in excess or contrary to the terms and conditions of any regulatory agency, permit, or approval. Under no circumstances, whether or not permitted or authorized by any regulatory agency, permit, or approval, shall work exceed that which is reasonably necessary to carry out the purpose of the project with limits set forth to the extent such project is ultimately described, permitted, approved and conditioned by the State's Project Evaluation Form and environmental compliance document dated 12-9-2014 and as may be conditioned by any other regulatory agency having jurisdiction, if applicable.
13. Public Safety: Permittee shall, or cause its contractors or subcontractors to take any and all other necessary and reasonable steps to protect the public from harm due to the work.
14. Compliance with Monitoring and Mitigation Measures: Activities conducted within the boundaries defined in this Permit will comply with all State and Federal environmental laws, including but not limited to the Endangered Species Act, CEQA, and Section 5024 of the Public Resources Code.

Any archaeological consultants working within the boundaries of the park property shall obtain a permit from the California State Parks Cultural Resource Division prior to commencing any investigations of the Property.

State will advise Permittee if any new historical resources (including archaeological sites), special status species, Threatened/Endangered Species protocols, or other resource issues are identified within the proposed project site. Permittee shall consult with State resource specialists to determine the appropriate level of avoidance/mitigation necessary to protect the resource(s) during future work.

In making any excavation on said Property of State, Permittee shall make all excavation activities available to the State Archaeologist for observation and monitoring. During excavation, the State archaeological monitor may observe and report to the State on all excavation activities. State archaeological monitor shall be empowered to stop construction activities in the event the monitor determines that significant cultural resource values are being disturbed.

In the event that previously unknown cultural resources (including but not limited to dark soil containing shell, bone, flaked stone, groundstone, or deposits of historic trash are encountered during project construction by anyone, work will be put on hold at that specific location, and the Permittee's work will be redirected to other tasks until a State-qualified cultural resource specialist has been contacted to evaluate the find and implement appropriate treatment measures and disposition of artifacts, as appropriate, in compliance with environmental law and department
resource directives prior to State's Representative or cultural resource specialist directing resumption of work at that specific location.

If human remains are discovered during the project the specific protocol, guidelines and channels of communication outlined by the California Native American Heritage Commission (NAHC) and in accordance with Section 7050.5 of the Health and Safety Code and Section 5097.98 of the Public Resources Code will be followed. Section 7050.5 (c) will guide the potential Native American involvement in the event of discovery of human remains.
If the coroner determines that the remains are not subject to his or her authority and if the coroner recognizes the remains to be those of a Native American, or has reason to believe that they are those of a Native American, he or she will contact by telephone within 24 hours the Native American Heritage Commission.

State will ask the NAHC to identify the Most Likely Descendant(s) (MLD) of the interred individual(s). Working in consultation with the MLD, a State will recommend appropriate disposition of the remains. Work shall not resume in the area of the find until proper disposition is complete (PRC 5097.98). No human remains or funerary objects will be cleaned, photographed, analyzed, or removed from the site prior to consultation with the MLD.
If it is determined the find indicates a sacred or religious site, the site will be avoided to the maximum extent practicable. Formal consultation with the State Historic Preservation Officer and review by the Native American Heritage Commission and/or Tribal Representative will also be undertaken as necessary to define additional site mitigation or future restrictions.

Permittee, Permittee's contractor or subcontractor shall provide a written work schedule to State so that the State archaeological monitor can arrange to be on site on the necessary days. Permittee agrees to include the State archaeologist in any preconstruction meetings with the prime or subcontractors. The archaeologist shall be provided at least two (2) weeks advanced notice of the commencement of work undertaken pursuant to this Permit.
15. Restoration of Property: If necessary, Permittee shall be responsible for restoration, repair, and revegetation of the Property in consultation with and to the satisfaction of the State Resource Ecologist within one (1) year after completion of the project.
16. Right to Halt Work: The State reserves the right to halt work and demand mitigation measures at any time, with or without prior notice to Permittee, in the event the State determines that any provision contained herein is violated, or any other threat to the health and safety of visitors or users of the Chino Hills State Park arises.
17. Use Restrictions: Permittee shall be restricted to travel by vehicle only on established roads and on foot only on established trails and roads as identified in the Chino Hills State Park brochure to carry out the intent of this Permit.

The use of the Property by Permittee's guest or invitees shall be restricted to the daytime hours between sunrise and sunset on a day-by-day basis, unless otherwise approved in advance in writing by State. No person may use or occupy the Property overnight.

Activities on the Property shall be conducted only in a manner, which will not interfere with the orderly operation of the park. Permittee agrees to immediately discontinue or remove any disorderly conduct and/or contraband. Contraband includes, but is not limited to: beer, alcoholic beverages, illegal and illicit drugs, firearms, explosives and edged weapons.
Use of all established roads and trails by any motorized vehicle, (including but not limited to motorcycle, car, truck, jeep, tractor, or all-terrain vehicle) shall be limited to only the Permittee, Permittee's employees, agents or contractors for patrol, maintenance or repair purposes only and shall be subject to all other conditions and/or restrictions of this Permit.

Permittee shall not use or allow the Property to be used, either in whole or in part, for any purpose other than as herein set forth, without the prior written consent of the State.
18. State's Right to Enter: At all times during the term of this Permit, there shall be and is hereby expressly reserved to State and to any of its agencies, contractors, agents, employees, representatives or licensees, the right at any and all times, and any and all places, to temporarily enter upon said Property to survey, inspect, or perform any other lawful State purposes.
Permittee agrees to not interfere with State's right to enter.

State agrees to indemnify Permittee for any damages that Permittee should incur as a direct result of State's negligent exercise of its rights under this paragraph.
19. Protection of Property: Permittee shall protect the Property, including all improvements and the natural resources thereon, at all times at Permittee's sole cost and expense, and Permittee shall strictly adhere to the following restrictions:
a) Permittee may not place or dump garbage, trash or refuse anywhere upon or within the Property, except in self-contained trash receptacles that are maintained to State's satisfaction by Permittee.
b) Permittee may not commit or create, or suffer to be committed or created, any waste, hazardous condition and/or nuisance to occur upon the Property.
c) Permittee may not cut, prune or remove any native trees or brush upon the Property, except for routine fire protection, trail clearing, maintenance or the elimination of safety hazards without first obtaining written permission by the District Superintendent.
d) Permittee may not disturb, move or remove any rocks or boulders upon the Property except for routine fire protection, trail clearing, maintenance or the elimination of safety hazards without first obtaining written permission by the District Superintendent.
e) Permittee may not grade or regrade, or alter in any way, the ground surface of the Property, except for regrading of the roads for fire protection, trail clearing, maintenance or the elimination of safety hazards without first obtaining written permission by the District Superintendent.
f) Permittee may not bait, poison, trap, hunt or engage in any other activity which results in the killing, maiming or injury of animals or wildlife upon the Property, except for rattlesnakes in the event such snakes pose an immediate danger to persons on the Property without first obtaining written permission by the District Superintendent.
g) Permittee may not use or dispose of hazardous substances on the Property.
h) Permittee shall exercise due diligence in the protection of the Property against damage or destruction by fire, vandalism or other cause.
i) No park entry will be allowed during "Red Flag" conditions, due to extremely high fire danger.
j) Permittee will employ Best Management Practices for parked vehicles to collect any leaking fluids and prevent them from escaping into the soil.
20. Default: In the event of a default or breach by Permittee of any of the terms or conditions set forth in this Permit, State may at any time thereafter, without limiting State in the exercise of any right of remedy at law or in equity which State may have by reason of such default or breach:
(a) Maintain this Permit in full force and effect and recover the consideration, if any, and other monetary charges as they become due, without terminating Permittee's right to use of State Property, irrespective of whether Permittee shall have abandoned the Property.
(b) Terminate this Permit whereupon Permittee shall immediately surrender possession of the Property to State. In such event, State shall be entitled to recover from Permittee all damages incurred by State by reason of Permittee's default including, but not limited to, the following:
(i) any amount necessary to compensate State for all the detriment proximately caused by Permittee's failure to perform its obligations under this Permit or which in the ordinary course of events would be likely to result therefrom; plus
(ii) at State's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law. Upon termination of this Permit, State shall have the right to make any reasonable repairs, alterations or modifications to the Property, which State, in its sole discretion, deems reasonable and necessary for the State's use of the Property.
20.1 State's Right to Cure Permittee's Default: At any time, after Permittee is in default or material breach of this Permit, State may, but is not required to, cure such default or breach at

Permittee's cost. If State at any time, by reason of such default or breach, pays any sum or does any act that requires the payment of any sum, the sum paid by State shall be due immediately from Permittee to State at the time the sum is paid, and if paid at a late date shall bear the maximum interest allowed by California law from the date the sum is paid by State until State is reimbursed by Permittee.
21. Revocation of Permit: The State shall have the absolute right to revoke this Permit for any reason upon ten (10) days written notice to Permittee. Written notice to Permittee may be accomplished by electronic or facsimile transmission, and the notice period set forth in this paragraph shall begin on the date of the written notice. If Permittee is in breach of the Permit or owes money to the State pursuant to this Permit, any prepaid monies paid by Permittee to State shall be held and applied by the State as an offset toward damages and/or amounts owed. Nothing stated herein shall limit the State's exercise of its legal and equitable remedies.
22. Recovery of Legal Fees: If any action including actions or proceedings under Title 11 of the United States Code is brought by the State to enforce or interpret any provisions of this Permit or to restrain the breach of any agreement contained herein, or for the recovery of possession of the Property, or to protect any rights given to the State against Permittee, and if the State shall prevail in such action on trial or appeal, the Permittee shall pay to the State such amount in attorney's fees in said action as the court shall determine to be reasonable, which shall be fixed by the court as part of the costs of said action.
23. Voluntary Execution and Independence of Counsel: By their respective signatures below each party hereto affirms that they have read and understood this Permit and have received independent counsel and advice from their attorneys with respect to the advisability of executing this Permit.
24. Reliance on Investigations: Permittee accepts this Permit, and the Property to which it pertains, in its as-is condition and has made such investigation of the facts pertaining to this Permit and all the matters pertaining thereto as it deems necessary.
25. Entire Agreement: The parties further declare and represent that no inducement, promise or agreement not herein expressed has been made to them and this Permit contains the entire agreement of the parties, and that the terms of this agreement are contractual and not a mere recital.
26. Warranty of Authority: The undersigned represents that they have the authority to, and does, bind the person or entity on whose behalf and for whom they are signing this Permit and the attendant documents provided for herein, and this Permit and said additional documents are, accordingly, binding on said person or entity.
27. Assignment: This Permit shall is not assignable. It may not be mortgaged, hypothecated, or transterred by Permittee, whether voluntary or involuntary or by operation of law, nor shall Permittee let or sublet or grant any license of permit with respect to the use and occupancy of the Property or any portion thereof, without the written consent of State being first had and obtained.
28. Choice of Law: This Permit will be governed and construed by the laws of the State of California.

## STATE OF CALIFORNIA

Department of Parks and Recreation


Title: District Superintendent Inland Empire District

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT


Name: Warren D. Williams
Title: General Manager - Chief Engineer

## APPENDIX "H"

TRAIL DETOURS


## APPENDIX "I"

## JURISDICTIONAL DELINEATION MAP EXHIBIT 3A



## APPENDIX "J"

## JURISDICTIONAL DELINEATION MAP EXHIBIT 3B



## APPENDIX "K"

## PROJECT ACCESS ROUTE


~ PROJECT INGRESS

- PAROJECT INGRESS/EGRESS

Wum PROJECT AREA
MANDATORY PRE-BID JOB SITE INSPECTION MEETING LOCATION


RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT











