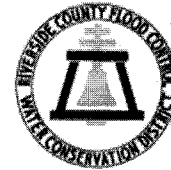


**SUBMITTAL TO THE FLOOD CONTROL AND
WATER CONSERVATION DISTRICT
BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
11.1
(ID # 3497)

FROM : FLOOD CONTROL DISTRICT:

MEETING DATE:
Tuesday, March 14, 2017

SUBJECT: FLOOD CONTROL DISTRICT: Adopt Resolution No. F2017-04 Authorization to Convey Easement Interests in Real Property over Portions of Assessor's Parcel Numbers 283-060-028 and 282-210-066 to Riverside-Corona Resource Conservation District by Conservation Easement Deeds and Approval of a License Agreement; CEQA Findings of Exemption; Temescal Creek – Foster Road Storm Drain, Stage 1, Project No. 2-0-00493, 1st District [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the Project is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15325 (a) and (c);
2. Adopt Resolution No. F2017-04 Authorization to Convey Easement Interests in Real Property over portions of Assessor's Parcel Numbers 283-060-028 and 282-210-066 to Riverside-Corona Resource Conservation District by Conservation Easement Deeds and Approval of a License Agreement, located within the unincorporated area of Riverside County, State of California;
3. Authorize the Chairman of the Board of Supervisors for the Riverside County Flood Control and Water Conservation District ("District") to execute the Conservation Easement Deeds and License Agreement on behalf of the District; and
4. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five (5) days of approval by the Board.

Prev. Agn. Ref.: 11-1 of 07/12/16

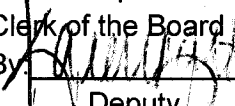
ACTION: (4/5 Vote Required)


Bob Cullen, Assistant Chief Engineer 3/17/2017

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington and Ashley
Nays: None
Absent: None
Date: March 14, 2017
xc: Flood, Recorder

Kecia Harper-Ihem
Clerk of the Board
By 
Deputy

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

BACKGROUND:

Summary

On July 8, 2014, through Streambed Alteration Agreement No. 1600-2014-0015-R6 Revision 2, the California Department of Fish and Wildlife (CDFW) required the District to place conservation easements over mitigation areas not already in conservation for impacts due to the Temescal Creek – Foster Road Storm Drain, Stage 1 project.

On July 12, 2016, the Board of Supervisors for the District approved a Conservation Services Agreement which set forth the terms and conditions by which the Riverside-Corona Resource Conservation District (RCRCD) will assist the District in implementing certain regulatory permit mitigation requirements associated with the Temescal Creek – Foster Road Storm Drain, Stage 1 project through conducting habitat restoration and creation activities and accepting the two (2) subject conservation easements.

RCRCD also requires a License Agreement for ingress and egress over and across the District easement property adjacent to the Foster Road Property conservation easement. In order to implement the mitigation, and to manage and monitor the mitigation within the Foster Road Property conservation easement.

Pursuant to the California Water Code Appendix §48-9, the Board of Supervisors for the District has the power to grant any interest in real property it owns to other public agencies where such grant does not interfere with the use of the real property for the purposes of the District. Staff has evaluated and determined that the conveyance of the easement interests to RCRCD will not interfere with the use of the property for the purposes of the District since the conservation easement area would remain in its current condition.

Pursuant to the California Environmental Quality Act (CEQA), the conveyance of the easement interests ("Project") was reviewed and determined to be categorically exempt from CEQA pursuant to State CEQA Guidelines Section 15325 (a) and (c). The proposed Project consists of the transfer of an interest in real property and conservation easements to the RCRCD in order to preserve the natural conditions, including the plant and animal habitats, to protect fish and wildlife resources and historical resources in perpetuity. The conservation easement also grants the RCRCD the right to enter the property to carry out activities described in the Conservation Services Agreement. Therefore, the Project is categorically exempt from CEQA under Section 15325 (a) and (c) of the State CEQA Guidelines for the Class 25 exemption pertaining to transfers of ownership of interest in land to preserve existing natural conditions and to allow restoration of natural conditions.

Resolution No. F2017-04, the Conservation Easement Deeds and License Agreement has been approved as to form by County Counsel.

FINANCIAL	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
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**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

DATA				
COST	\$0	\$0	\$0	\$0
NET DISTRICT COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: N/A			Budget Adjustment: No	
			For Fiscal Year: N/A	

C.E.O. RECOMMENDATION: Approve

Impact on Residents and Businesses

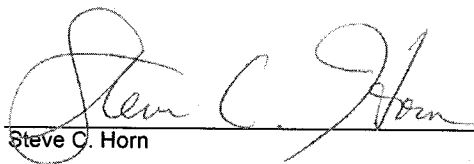
This project is a conveyance to a public agency and there is no impact to the Residences or Business.

ATTACHMENTS:

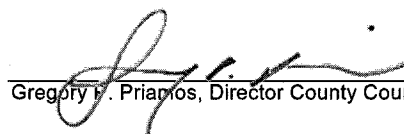
1. Resolution No. F2017-04
2. Aerial Photo Exhibits
3. Streambed Alteration Agreement No. 1600-2014-0015-R6 Revision 2
4. Notice of Exemption
5. Conservation Easement Deeds
6. License Agreement

P8\210162

MT\3497


Steve C. Horn

3/6/2017


Gregory V. Priamos, Director County Counsel

2/27/2017

BOARD OF SUPERVISORS**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT****RESOLUTION NO. F2017-04**

AUTHORIZATION TO CONVEY EASEMENT INTERESTS IN REAL PROPERTY
OVER PORTIONS OF ASSESSOR'S PARCEL NUMBERS 283-060-028 AND 282-210-066
TO RIVERSIDE-CORONA RESOURCE CONSERVATION DISTRICT BY
CONSERVATION EASEMENT DEEDS AND APPROVAL OF A LICENSE AGREEMENT
TEMESCAL CREEK-FOSTER ROAD STORM DRAIN, STAGE 1, PROJECT NO. 2-0-00493

WHEREAS, the Riverside County Flood Control and Water Conservation District
("District") owns certain real property, consisting of 2.26 acres of land, identified as Assessor's
Parcel Number 283-060-028 ("Foster Road Property") and 15.89 acres of land identified as
Assessor's Parcel Number 282-210-066 ("Brown Canyon Property"), located in the unincorporated
area of Riverside County, State of California, that was acquired for the purposes of conveying
flood flows and to protect area properties from flooding and for future conservation/preservation
purposes; and

WHEREAS, on July 8, 2014, through Streambed Alteration Agreement No. 1600-2014-
0015-R6 Revision 2 (SAA), the California Department of Fish and Wildlife (CDFW) required the
District to place conservation easements over mitigation areas not already in conservation for
impacts due to the Temescal Creek - Foster Road Storm Drain, Stage 1 project; and

WHEREAS, the CDFW also required that the Conservation Easement be in favor of the
Riverside-Corona Resource Conservation District (RCRCD) or other CDFW-approved entity and
required the District to fund the long-term management of the Conservation Easement; and

WHEREAS, on July 12, 2016, Agenda Item 11-1, the Board of Supervisors for the District
approved a Conservation Services Agreement between the District and RCRCD which included
approval of funds for the long-term management of the Conservation Easements; and

WHEREAS, the District has identified a 1.04-acre Conservation Easement within a portion
of the Foster Road Property not being utilized for flood drainage purposes referenced as RCFC
Parcel Nos. 2493-2E and 2493-2F and a 0.76-acre Conservation Easement within a portion of the
Brown Canyon Property not being utilized for flood drainage purposes referenced as RCFC Parcel
No. 2256-501BB; and

FORM APPROVED COUNTY COUNSEL
BY: *Synthia M. Gunzel* 1-17-17 DATE
SYNTHIA M. GUNZEL

1 WHEREAS, the District and RCRCDD have negotiated the Conservation Easements to
2 fulfill the conditions of the SAA and the District desires to convey an easement interest over a
3 1.04-acre portion of the Foster Road Property and 0.76-acre portion of the Brown Canyon Property
4 to RCRCDD, as legally described in Exhibit "A", referred to as RCFC Parcel Nos. 2493-2E, 2493-
5 2F and 2256-501BB, attached hereto and by this reference incorporated herein; and
6

7 WHEREAS, in consideration of the District mitigation, RCRCDD requires a License
8 Agreement for ingress and egress over and across the District-owned easement property to
9 implement the mitigation and to manage and monitor the mitigation on the Foster Road Property,
10 as legally described in Exhibit "B", referred to as RCFC Parcel Nos. 2493-3, 2493-4 and 2493-5,
11 attached hereto and by this reference incorporated herein; and

12 WHEREAS, pursuant to the California Water Code Appendix Ch. 48, Section 9, the Board
13 of Supervisors for the District has the power to grant any interest in real property it owns to other
14 public agencies where such grant does not interfere with the use of the real property for the
15 purposes of the District.

16 NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the
17 Board of Supervisors ("Board") of the Riverside County Flood Control and Water Conservation
18 District, in regular session assembled on March 14, 2017, at or after 9:00 a.m., in its meeting room
19 located on the 1st Floor of the County Administrative Center, 4080 Lemon Street, Riverside,
20 California, with at least four-fifths of all members concurring, finds that the proposed easement
21 conveyance would not unreasonably interfere with the use of the Foster Road Property or Brown
22 Canyon Property for the District's purposes.

23 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Board
24 authorizes the conveyance of Conservation Easements to RCRCDD, over a 1.04-acre Conservation
25 Easement within a portion of the Foster Road Property not being utilized for flood drainage
26 purposes referenced as RCFC Parcel Nos. 2493-2E and 2493-2F and a 0.76-acre Conservation
27 Easement within a portion of the Brown Canyon Property not being primarily utilized for flood
28 drainage purposes referenced as RCFC Parcel No. 2256-501BB, more particular described in
Exhibit "A".

1
2 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Board
3 approves the License Agreement for ingress and egress over and across the District-owned
4 easement property to implement the mitigation and to manage and monitor the mitigation on the
5 future Foster Road Property, referenced as RCFC Parcel Nos. 2493-3, 2493-4 and 2493-5 and
6 described in the License Agreement.

7 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Chairman of
8 the Board of Supervisors of the District is authorized to execute the Conservation Easement Deeds
9 and the License Agreement on behalf of the District.

10 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Board
11 authorizes the General Manager-Chief Engineer, or his designee, to execute any other associated
12 documents to complete the conveyance of the easement interests in real property to RCRC and
13 this transaction.

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

17 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Clerk of the
18 Board is directed to file the California Environmental Quality Act Notice of Exemption with the
19 County Clerk within five (5) days of approval by the Board.

20
21 JDS:mcv

22 ROLL CALL:

23 Ayes: Jeffries, Tavaglione, Washington and Ashley
24 Nays: None
25 Absent: None

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

28 By KECIA HARPER-IHEM, Clerk of said Board

Deputy

Notice of Exemption**California State Clearinghouse Handbook****Form D**

To: Office of Planning and Research
P.O. Box 3044, 1400 Tenth Street, Room 222
Sacramento, CA 95812-3044

From: Riverside County Flood Control District
1995 Market Street
Riverside, CA 92501

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

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

3/16/17
Date

kb
Initial

Project Title: Temescal Creek - Foster Road Storm Drain, Stage 1: Conveyance of Easement Interests in Real Property over a 1.04-Acre Portion of APN 283-060-028 and a 0.76-Acre Portion of APN 282-210-066 to Riverside-Corona Resource Conservation District by Conservation Easement Deeds and Approval of a License Agreement

Project Location - Specific:

APN 283-060-028 is generally bounded to the north by Dos Lagos, to the east by Temescal Wash, to the south by Leroy Road and to the west by I-15. APN 282-210-066 is generally bounded to the north by Sunset Rose Drive, to the east by I-15 and to the south by Rolling Hills Drive.

Project location - City: Unincorporated

Project Location - County: Riverside

Project Description:

The present action includes the conveyance of easement interests in District's real property over a 1.04-Acre Portion of APN 283-060-028 and a 0.76-Acre Portion of APN 282-210-066 to the Riverside-Corona Resource Conservation District (RCRCD) by Conservation Easement Deeds as well as the execution of said Conservation Easement. The Conservation Easement is to preserve the natural conditions, including the plant and animal habitats to protect fish and wildlife resources in perpetuity. The present action also includes the approval and execution of a License Agreement to provide RCRCD ingress and egress across District-owned easement property.

Name of Public Agency Approving Project: Riverside County Flood Control and Water Conservation District

Name of Person or Agency Carrying Out Project: Riverside County Flood Control and Water Conservation District

Exempt Status: (check one)

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☒ Categorical Exemption. State CEQA Guidelines Section 15325 (a) and (c) - Class 25 Transfers of Ownership of Interest in Land to Preserve and Restore Natural Conditions
- ☐ Statutory Exemptions.

Reasons why project is exempt:

The present action is to convey Conservation Easements to RCRCD to preserve the natural conditions, including the plant and animal habitats to protect fish and wildlife resources in perpetuity. The License Agreement grants RCRCD ingress and egress across District-owned easement property. Class 25 Categorical Exemptions are not listed in the Exceptions under CEQA Guidelines Section 15300.2 (a)-(b). There is not a reasonable possibility that the present action will have a significant effect on the environment due to unusual circumstances. The present action will not damage a scenic resource within an officially designated state scenic highway. The site is not included on any hazardous waste site list compiled pursuant to Section 65962.5. The Conservation Easement will not cause a significant adverse change in the significance of a historical resource. Thus, the Exceptions listed in CEQA Guidelines Section 15300.2 (c)-(f) do not apply. The present action, as proposed, only includes the authorization to convey easement interests in real property by Conservation Easement Deeds to RCRCD as well as the execution of said Conservation Easement and to provide access to RCRCD through approval and execution of a License Agreement. Therefore, the District has determined that the Conservation Easement and License Agreement is exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below:

MAR 14 2017

11.1

- Section 15325 (a) and (c) - Class 25 Transfers of Ownership of Interest in Land to Preserve and Restore Natural Conditions. The District is transferring interest in land through a Conservation Easement to RCRCD to preserve the existing natural conditions and to allow restoration of natural conditions including plant and animal habitats.

Based upon the identified exemption above, the Riverside County Flood Control and Water Conservation District hereby concludes that the proposed action is exempt from further CEQA analysis.

Lead Agency

Contact Person: Mike Wong **Area Code/Telephone/Extension:** 951.955.1233

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature:  Date: 3/14/17 Title: Clerk of the Board

☒ Signed by Lead Agency

☐ Signed by Applicant

Date received for filing at OPR: _____

JDS:mcv

RIVERSIDE COUNTY CLERK-RECORDER

AUTHORIZATION TO BILL

TO BE FILLED OUT BY SUBMITTING AGENCY

DATE: 3/1/2017 BUSINESS UNIT/AGENCY: FLOOD CONTROL - FCARC

ACCOUNTING STRING:

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

AMOUNT: \$50.00

REF: CEQA Notice of Exemption Temescal Creek-Fooster Road Storm Drain, Stg 1 222-2-8-00493-01-30

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

NUMBER OF DOCUMENTS INCLUDED: _____

1

AUTHORIZED BY: Michael Reyes 

PRESENTED BY: Jason Swenson EXT 58082

CONTACT: Michael Reyes

TO BE FILLED OUT BY COUNTY CLERK

ACCEPTED BY: _____

DATE: _____

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





Source: Esri, DigitalGlobe, GeoEye, I-cubed, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

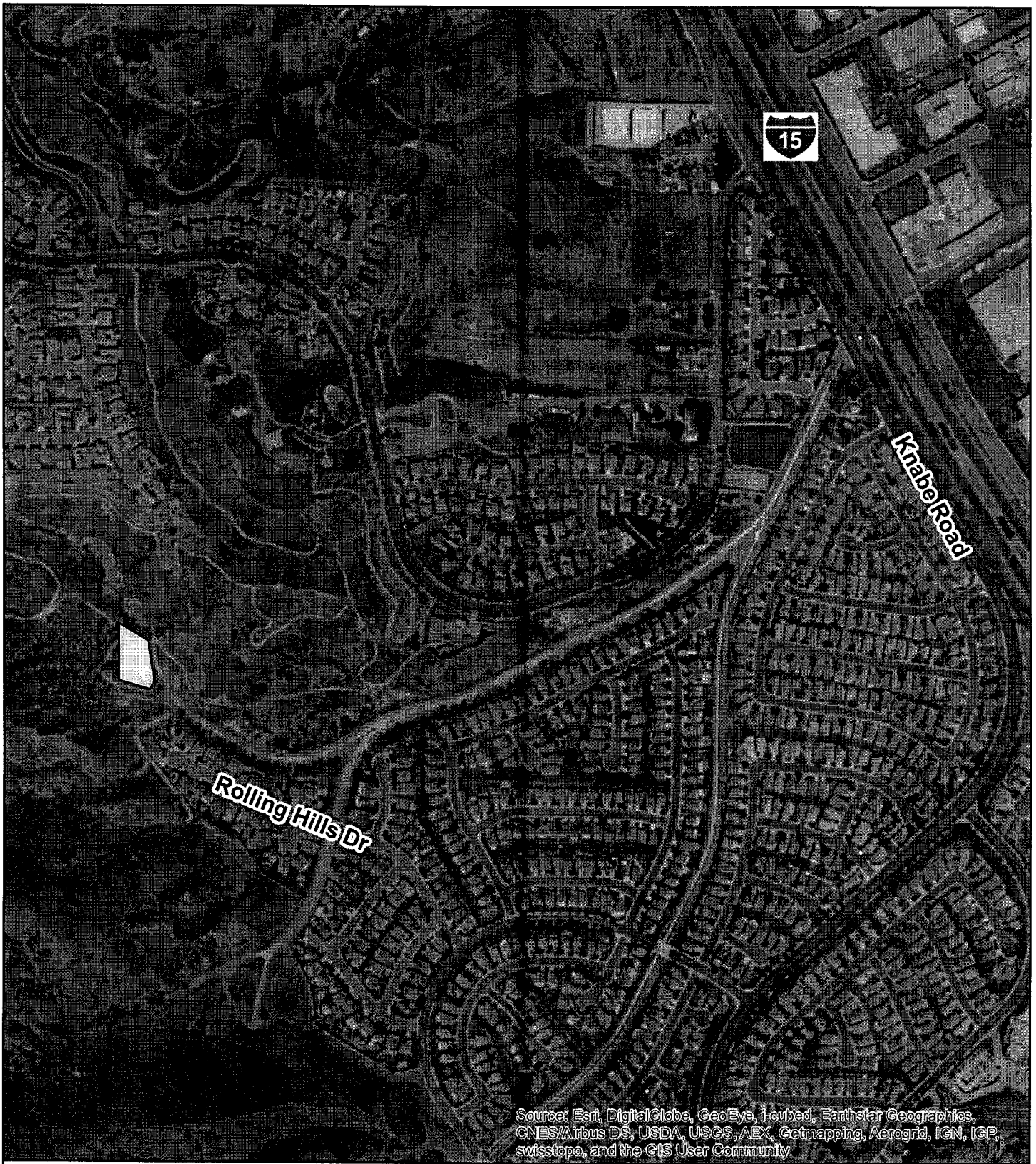
**Temescal Creek - Foster Road Storm Drain
Project No. 2-0-0493
Foster Road Conservation Easement**

Vicinity Map

Legend

-  Parcel 2493-2E
-  Parcel 2493-2F






Source: Esri, DigitalGlobe, GeoEye, I-cubed, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

Temescal Creek - Foster Road Storm Drain
Project No. 2-0-0493
Brown Canyon Conservation Easement

Vicinity Map

Legend

 Parcel 2256-501BB



RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Riverside-Corona Resource
Conservation District
4500 Glenwood Drive, Building A
Riverside, CA 92501
Attention: District Manager

With a Copy to:
Riverside County Flood Control and
Water Conservation District
Attention: Regulatory Division Chief
1995 Market Street
Riverside, CA 92501

SPACE ABOVE LINE FOR RECORDER'S USE ONLY
EXEMPT FROM RECORDING FEES – GOVERNMENT CODE SECTIONS 6103 & 27383

Project Name: Temescal Creek – Foster Road
Project Number:

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

CONSERVATION EASEMENT DEED

March 14 THIS CONSERVATION EASEMENT DEED (“Conservation Easement”) is made as of March 14, 2017, by RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic (“Grantor”), in favor of RIVERSIDE-CORONA RESOURCE CONSERVATION DISTRICT, a special district created pursuant to California Public Resources Code Division 9, Chapter 3 (“Grantee”), with reference to the following facts:

RECITALS

A. Grantor is the owner in fee simple of certain real property consisting of approximately 2.26 acres of land, located in the unincorporated area of Riverside County, State of California, identified with Assessor’s Parcel Number 283-060-028 and also referenced as RCFC Parcel No. 2493-2 (“Grantor Parcel”).

B. The Grantor desires to convey to Grantee and Grantee desires to accept this Conservation Easement over a 1.04 acres portion of the Grantor Parcel, also referenced as RCFC Parcel No. 2493-2E and 2493-2F, (hereinafter referred to as the “Property”) as shown and more particularly described in Attachment 1, attached hereto and by this reference incorporated herein; and

C. The Property is in a condition that will have restoration and establishment activities performed thereon and possesses potential wildlife and habitat values of great importance to Grantee and the people of the State of California. The Property will provide high quality habitat for the plant and animal species listed in the Streambed Alteration Agreement that

is further described in Recital G below. Individually and collectively, these wildlife and habitat values comprise the "Conservation Values" of the Property; and

D. The Property in its current condition conveys storm water and is subject to flood inundation, erosion, sedimentation, and potential loss of vegetation due to flooding. The Grantor and Grantee acknowledge that such conditions occur naturally. The Grantor and Grantee acknowledge that such conditions occur naturally. Grantee acknowledges the presence of an access road and storm drain outlet structure located immediately adjacent to the Conservation Easement Area and, subject to the requirements of Section 5(d), Grantor's maintenance rights associated with the road and outlet structure.

E. Grantee is a Resource Conservation District that is authorized to hold conservation easements pursuant to Public Resources Code sections 9401, 9405 and 9406 and Civil Code Section 815.3, and has been approved by the California Department of Fish and Wildlife to hold mitigation lands under the Due Diligence process as outlined in Senate Bill 1094. Specifically, Grantee is an entity identified in Civil Code Section 815.3 and otherwise authorized to acquire and hold title to real property; and

F. Grantee is authorized pursuant to Public Resource Code section 9403 to accept money from any source whatsoever to carry out its purposes; sections 9404 and 9408 to enter into contracts with the Grantor to further its purposes, and section 9409 to conduct operations on public land with the cooperation of the agency administering and having jurisdiction over that land to, among other things, enhance wildlife habitat and for water conservation purposes; and

G. This Conservation Easement provides mitigation for certain impacts of the Temescal Creek – Foster Road Storm Drain, Stage 1 Project, ("Project") located in the unincorporated area of El Cerrito, County of Riverside, State of California, by implementation of certain planting/seeding restoration and establishment activities to be performed by Grantee pursuant to the Habitat Mitigation and Monitoring Plan, and Long Term Management Plan described in the Streambed Alteration Agreement (Notification No. 1600-2014-0015-R6 (Revision 2)) executed by the Riverside County Flood Control and Water Conservation District and California Department of Fish and Wildlife ("CDFW"), dated July 8, 2014, and amended on June 8, 2015.

COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

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

1. **Purposes.** The purposes of this Conservation Easement are to ensure the Property will be retained in perpetuity in its natural, restored, or enhanced condition and to prevent any use of the Property that will, as reasonably determined by Grantee, unreasonably impair or interfere with the Conservation Values of the Property. Grantor intends that this Conservation Easement will confine the use of the Property to activities that are consistent with such purposes, including, without limitation, those involving the preservation, restoration, and enhancement of native

species and their habitats provided, subject to the requirements of California Civil Code sections 815 et seq., such confinement of use does not unreasonably interfere or prevent the use of the Property which, in its natural condition, is to allow storm water to flow into Temescal Creek.

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

- (a) To preserve and protect the Conservation Values of the Property;
- (b) To enter the Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Conservation Easement, and for scientific research and interpretive purposes by Grantee or its designees, provided that Grantee shall not unreasonably interfere with Grantor's authorized use and quiet enjoyment of the Property;
- (c) To prevent any activity on or use of the Property that is inconsistent with the purposes of this Conservation Easement and to require the restoration of such areas or features of the Property that may be damaged by any act, failure to act, or any use or activity that is inconsistent with the purposes of this Conservation Easement;
- (d) To require that all mineral, air and water rights as Grantee deems necessary to preserve, protect, and sustain the biological resources and Conservation Values of the Property shall remain a part of and be put to beneficial use upon the Property, consistent with the purposes of this Conservation Easement;
- (e) All present and future development rights appurtenant to, allocated, implied, reserved or inherent in the Property; such rights are hereby terminated and extinguished, and may not be used on or transferred to any portion of the Property, nor any other property adjacent or otherwise; and
- (f) The right to enhance native aquatic and plant communities, including the removal of nonnative species, the right to plant trees and shrubs of the same type as currently existing on the Property, or other appropriate native species. Habitat enhancement activities shall not conflict with the preservation of the Natural Condition of the Property or the Purpose of this Conservation Easement and shall be performed in compliance with all applicable laws, regulations, and permitting requirements.

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

- (a) Introduction of nuisance water onto the Property, including but not limited to water from pools, aquariums, waterbeds, fountains, and supplemental watering; except nuisance water entering onto the Property associated with irrigation outside the Property by Grantor, and the natural drainage of rainfall and water related to Grantee's habitat enhancement activities as set forth in Sections 2(f), 5(b), 5(c) or the 2015 CDFW-approved mitigation plan for the Property;

- (b) Use of off-road vehicles and use of any other motorized vehicles except on existing roadways;
- (c) Agricultural activity of any kind, except grazing for vegetation management for the Property;
- (d) Recreational activities including, but not limited to, horseback riding, biking, hunting or fishing;
- (e) Commercial, industrial, institutional, or residential structures or uses;
- (f) Any legal or de facto division, subdivision or partitioning of the Property, including a request for a certificate of compliance pursuant to the Subdivision Map Act (Gov. Code section 66499.35);
- (g) Construction, reconstruction, expansion, location, installation, or placement of any building, billboard or sign, or any other structure or improvement of any kind;
- (h) Deposit or accumulation of soil, trash, ashes, refuse, waste, bio-solids or any other materials;
- (i) Planting, introduction, or dispersion of non-native or exotic plant or animal species;
- (j) Filling, dumping, excavating, draining, dredging, mining, drilling, removing or exploring for or extracting minerals, loam, soil, sands, gravel, rocks or other material on or below the surface of the Property, or granting or authorizing surface entry for any such purpose;
- (k) Altering the surface or general topography of the Property, including building roads or trails, or paving or otherwise covering any portion of the Property;
- (l) Removing, disturbing, altering, destroying, or cutting of trees, shrubs or other vegetation, except as required (1) by law for fire breaks, (2) for trimming or removal of growth from trees, shrubs or other vegetation encroaching from the Property onto, upon or within the Grantor's maintenance area consisting of the access road and storm drain outlet structure; provided that, in no case shall Grantor's vegetation removal encroach more than one (1) foot into the Property, (3) maintenance of existing trails or roads, or (4) prevention or treatment of disease;
- (m) Manipulating, impounding or altering any natural water course, body of water or water circulation on the Property, and activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or sub-surface waters;
- (n) Any activity or use that may violate or fail to comply with relevant federal, state, or local laws, regulations, or policies applicable to Grantor, the Property, or the activity or use in question.

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

4. Grantor's Duties. In the event the Grantor is notified or discovers unauthorized activities that may conflict with the purpose of this Conservation Easement, Grantor will notify Grantee of such activities and Grantor may, but is not obligated to, undertake all reasonable actions to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the Conservation Values of the Property. In addition, Grantor shall undertake all necessary actions within Grantor's control to perfect Grantee's rights under Section 2 of this Conservation Easement.

The Parties explicitly agree that any mitigation for activities of Grantor not covered by this Conservation Easement, and any other mitigation set forth in the Section 1600 Agreement, other Project permits, or any habitat mitigation and monitoring plan for the Property approved by the CDFW and/or by any other regulatory agency, remains solely and entirely Grantor's responsibility. The Parties further agree that Grantee shall not be liable, in law or equity, if the mitigation measures agreed to under the terms of this Conservation Easement are determined in any way, by any person or agency, to be insufficient for mitigation or regulatory compliance purposes under applicable statutes, laws and regulations. If any regulatory agency, including but not limited to the CDFW, later determines that the mitigation as set forth in the Section 1600 Agreement is insufficient, Grantor, its heirs, estates, successors, assigns shall be entirely responsible for satisfying any and all further obligations that may be imposed upon such determination. No responsibility or liability for the compensatory mitigation shall accrue to Grantee.

Grantor acknowledges that notwithstanding which person and/or Party(ies) designed, engineered, constructed, and/or modified any manufactured slopes, fill, cut, berms, and banks adjacent to, within or on the Property, Grantee shall not be responsible for any liability resulting therefrom, and for the condition of any and all pre-existing man-made slopes, fill, cut, berms, and banks on or within the Property. Grantor agrees that Grantee shall be not responsible therefor.

5. Reserved Rights.

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

(b) As acknowledged in Recital D and subject to Section 3(l), Grantor shall use and maintain said access road storm drain outlet structure. In the event any trees, shrubs or other vegetation may encroach onto, upon or within the access road or storm drain outlet structure from the Property Grantor shall have the right to trim any such trees, shrubs or other vegetation that may encroach onto the routinely maintained access road and storm drain outlet structure areas.

(c) Grantor reserves the right under emergency situations or conditions to take any prudent action to prevent, abate, or mitigate significant injury to the Property or to human life resulting from natural causes, such as but not limited to, fire, flood, storm and earth movement that occurred naturally or beyond Grantor's control.

(d) All Grantor rights reserved herein are subject to Grantor obtaining and maintaining all required regulatory permits to conduct any applicable reserved right and Grantor following all applicable Environmental Laws.

6. Grantee's Remedies.

(a) If Grantee determines that a violation of the terms of this Conservation Easement has occurred or is threatened, Grantee shall give written notice to Grantor of such violation and demand in writing the cure of such violation ("Notice of Violation"). Notice shall be provided in accordance with Section 20 of this Conservation Easement.

(b) If Grantor fails to cure the violation within thirty (30) days after receipt of the Notice of Violation from Grantee, or if the cure reasonably requires more than thirty (30) days to complete and Grantor fails to begin the cure within the thirty (30)-day period or fails to continue diligently to complete the cure, Grantee may bring an action at law or in equity in a court of competent jurisdiction for any or all of the following: to recover any damages to which Grantee may be entitled for violation of the terms of this Conservation Easement or for any injury to the Conservation Values of the Property; to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies; to pursue any other legal or equitable relief, including, but not limited to, the restoration of the Property to the condition in which it existed prior to any such violation or injury; or to otherwise enforce this Conservation Easement. Without limiting the liability of Grantor, Grantee may apply any damages recovered to the cost of undertaking any corrective action on the Property.

(c) If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate injury to the Conservation Values of the Property, Grantee may pursue its remedies under this Conservation Easement without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this section apply equally to actual or threatened violations of the terms of this Conservation Easement.

(d) Grantor agrees that Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation

Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including but not limited to, the remedies set forth in Civil Code section 815, *et seq.*

(e) If at any time in the future Grantor or any subsequent transferee uses or threatens to use the Property for purposes inconsistent with this Conservation Easement then, despite the provisions of Civil Code section 815.7, the California Attorney General, any person and any entity with a justiciable interest in the preservation of this Conservation Easement has standing as an interested party in any proceeding affecting this Conservation Easement.

7. Costs of Enforcement. Grantor shall bear all costs incurred by Grantee, where Grantee is a prevailing party in enforcing the terms of this Conservation Easement against Grantor. These costs include, but are not limited to, the following: costs of suit and attorneys' and experts' fees, and any costs for restoration necessitated by Grantor's negligence or breach of this Conservation Easement.

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

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

10. CDFW Right of Enforcement. All rights and remedies conveyed to Grantee under this Conservation Easement shall extend to and are enforceable by CDFW. These enforcement rights are in addition to, and do not limit, the rights of enforcement under the Streambed Alteration Agreement (Notification No. 1600-2014-0015-R6 (Revision 2)) described in Recital G, above.

11. Long Term Management Responsibilities. Grantor has provided Grantee a long-term management and monitoring endowment for this Conservation Easement. In accordance with the Streambed Alteration Agreement (Notification No. 1600-2014-0015-R6 (Revision 2)) described in Recital G above, said endowment shall be held by Grantee in a separate interest bearing or other type of investment account and shall not be commingled with any other funds; provided, however, that the endowment may be pooled with other endowments for investment management purposes. In addition, Grantee will be responsible for drafting and implementing the Long Term Management Plan and shall submit a management report every 5 years to CDFW

documenting the items listed in Reporting Measure 4.2 of the Streambed Alteration Agreement described in Recital G, including photos documenting the management activities. Provided, however, that if Grantee's access rights to the Property are ever curtailed, eliminated or otherwise cease to exist, the Parties shall meet and confer to determine how access can be re-established, with the understanding that Grantee will likely be unable to conduct any Grantee duties under this Agreement, including Sections 11 and 12 herein, until Grantee access is restored.

12. Fence Installation and Maintenance. Grantor shall install a fence reasonably satisfactory to Grantee around the Property to protect the Conservation Values of the Property. Grantee shall maintain said fence in perpetuity as a part of the Grantee's long term management responsibilities

13. Access. This Conservation Easement does not convey a general right of access to the public.

14. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, except as specifically set forth as Grantee responsibilities for the Property in this Conservation Easement. Grantor agrees that Grantee shall have no duty or responsibility for the operation, upkeep or maintenance of the Property, the monitoring of hazardous conditions thereon, or the protection of Grantor, the public or any third parties from risks relating to conditions on the Property. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals required for any activity or use permitted by this Conservation Easement, including those required from CDFW acting in its regulatory capacity, and any activity or use shall be undertaken in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders and requirements.

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

16. Hold Harmless.

(a) Grantor shall hold harmless, protect and indemnify Grantee and its directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (each a "Grantee Indemnified Party" and, collectively, "Grantee Indemnified Parties") from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation, reasonable attorneys' fees and experts' fees), causes of action, claims, demands, orders, liens or judgments (each a "Claim" and, collectively, "Claims"), arising from or in any way connected with: injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, unless caused by the negligence or willful

misconduct of any of the Grantee Indemnified Parties. If any action or proceeding is brought against any of the Grantee Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from Grantee, defend such action or proceeding by counsel acceptable to the Grantee or reimburse Grantee Indemnified Party.

(b) Grantee shall hold harmless, protect and indemnify Grantor and its directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (each a "Grantor Indemnified Party" and, collectively, "Grantor Indemnified Parties") from and against any and all Claims, arising from or in any way connected with: injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, unless caused by the negligence or willful misconduct of any of the Grantor Indemnified Parties. If any action or proceeding is brought against any of the Grantor Indemnified Parties by reason of any such Claim, Grantee shall, at the election of and upon written notice from Grantor, defend such action or proceeding by counsel acceptable to the Grantor or reimburse Grantor Indemnified Party.

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

18. Condemnation. The purposes of the Conservation Easement are presumed to be the best and most necessary public use as defined at Code of Civil Procedure Section 1240.680 notwithstanding Code of Civil Procedure Sections 1240.690 and 1240.700. If the Conservation Easement is condemned, the net proceeds from the condemnation shall be used in compliance with Government Code section 65966(j).

19. Transfer of Easement. This Conservation Easement may be assigned or transferred by Grantee only to an entity or organization authorized to acquire and hold conservation easements pursuant to Civil Code section 815.3, Government Code section 65967 and any successor or other provisions then applicable, or the laws of the United States. Grantee shall require the assignee to record the assignment in the county where the Property is located. The failure of Grantee to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforcement in any way.

20. Transfer of Property. Grantor agrees to incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which Grantor divests itself of any interest in all or any portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the intent to transfer any interest at least sixty (60) days prior to the date of such transfer. The failure of Grantor or Grantee to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

21. Notices. Any notice, demand, request, consent, approval, or other communication that either party desires or is required to give to the other shall be in writing and be served personally

or sent by recognized overnight courier that guarantees next-day delivery or by first class United States mail, postage fully prepaid, and addressed as follows:

To Grantor: Riverside County Flood Control and Water Conservation District
Attention: Regulatory Division Chief
1995 Market Street
Riverside, CA 92501
Phone (951) 955-1200

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

To Grantee: Riverside-Corona Resource Conservation District
4500 Glenwood Drive, Building A
Riverside, CA 92501
Attention: District Manager
Phone: (951) 683-7691
Fax: (951) 683-3814

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

or to such other address as either party shall designate by written notice to the other. Notice shall be deemed effective upon delivery in the case of personal delivery or delivery by overnight courier or, in the case of delivery by first class mail, three (3) days after deposit into the United States mail.

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

23. General Provisions.

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

(b) Liberal Construction. Notwithstanding any general rule of construction to the contrary, this Conservation Easement shall be liberally construed to accomplish the purposes of

this Conservation Easement and the policy and purpose of Civil Code Section 815, *et seq.* If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

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

(d) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersede all prior discussions, negotiations, understandings, or agreements of the parties relating to the Conservation Easement. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment in accordance with Section 18.

(e) No Forfeiture. Nothing contained in this Conservation Easement will result in a forfeiture or reversion of Grantor's title in any respect. Notwithstanding the foregoing, if CDFW reasonably determines that this Conservation Easement is not being held, monitored, or stewarded for conservation purposes in accordance with the requirements of Government Code section 65967(e), then pursuant to Government Code section 65967(e) the Conservation Easement shall revert to CDFW or to another public agency, governmental entity, special district, or nonprofit organization approved in advance in writing by CDFW.

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

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

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

(i) No Hazardous Materials Liability.

(1) Grantor has provided to Grantee and Grantee acknowledges receipt of and the determinations made in that certain Phase I Environmental Site Assessment Report Dated May 11, 2015. Based on the finding of the Phase I Environmental Site Assessment, Grantor represents and warrants that, other than the remediated items discussed in the Phase I Environmental Site Assessment, it has no knowledge or notice of any Hazardous Materials or underground storage tanks existing, generated, treated, stored, used, released, disposed of,

deposited or abandoned in, on, under, or from the Property, or transported to or from or affecting the Property.

(2) Without limiting the obligations of Grantor under Section 15 of this Conservation Easement, Grantor hereby releases and agrees to indemnify, protect and hold harmless the Grantee Indemnified Parties from and against any and all Claims arising from or connected with any Hazardous Materials or underground storage tanks present, alleged to be present, released in, from, or about, or otherwise associated with the Property at any time, except any Hazardous Materials placed, disposed or released by Grantee. This release and indemnification includes, without limitation, Claims for injury to or death of any person or physical damage to any property; and the violation or alleged violation of, or other failure to comply with, any Environmental Laws. If any action or proceeding is brought against any of the Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from Grantee, defend such action or proceeding by counsel acceptable to the Grantee Indemnified Party or reimburse Grantee Indemnified Party for all charges incurred for defending the action or proceeding.

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

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

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

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

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

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

(4) The term "Hazardous Materials" includes, without limitation, (a) material that is flammable, explosive or radioactive; (b) petroleum products, including by-products and fractions thereof; and (c) hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA, the Resource Conservation and Recovery Act of 1976 (42 U.S.C. section 6901, *et seq.*; hereinafter "RCRA"); the Hazardous Materials Transportation Act (49 U.S.C. section 6901, *et seq.*; hereinafter "HTA"); the Hazardous Waste Control Law (Health & Saf. Code section 25100, *et seq.*; hereinafter "HCL"); the Carpenter-Presley-Tanner Hazardous Substance Account Act (Health & Saf. Code section 25300, *et seq.*; hereinafter "HSA"), and in the regulations adopted and publications promulgated pursuant to them, or any

other applicable Environmental Laws now in effect or enacted after the date of this Conservation Easement.

(5) The term "Environmental Laws" includes, without limitation, CERCLA, RCRA, HTA, HCL, HSA, and any other federal, state, local or administrative agency statute, ordinance, rule, regulation, order or requirement relating to pollution, protection of human health or safety, the environment or Hazardous Materials. Grantor represents, warrants and covenants to Grantee that activities upon and use of the Property by Grantor, its agents, employees, invitees and contractors will comply with all Environmental Laws.

(j) Warranty. Grantor represents and warrants to Grantee that Grantor is the sole owner of fee simple title to the Property; that the Property is not subject to any other conservation easement; and there are no outstanding mortgages, liens, encumbrances or other interests in the Property (including, without limitation, water and mineral interests) that may conflict or are otherwise inconsistent with this Conservation Easement and which have not been expressly subordinated to this Conservation Easement by a written, recorded Subordination Agreement approved by Grantee.

(k) Additional Easements. Grantor shall not grant any additional easements, rights of way, or other interests in the Property (other than a security interest that is expressly subordinated to this Conservation Easement), or grant, transfer, abandon, or relinquish (each a "Transfer") any mineral, air, or water right, or any water associated with the Property, without first obtaining the written consent of Grantee. Grantee may withhold such consent if it determines that the proposed interest or Transfer is inconsistent with the purposes of this Conservation Easement or may impair or interfere with the Conservation Values of the Property. This section shall not limit the provisions of Sections 2(d) or 3(n), nor prohibit transfer of a fee or leasehold interest in the Property that is subject to this Conservation Easement and complies with Section 19. Grantor shall provide a certified copy of any recorded or unrecorded grant or Transfer document to Grantee.

(l) Recording. Grantee shall record this Conservation Easement in the Official Records of the county in which the Property is located, and may re-record it at any time as Grantee deems necessary to preserve its rights in this Conservation Easement.

(m) Attachments. The following Attachment(s) referenced in this Conservation Easement are attached to and incorporated by reference in this Conservation Easement:

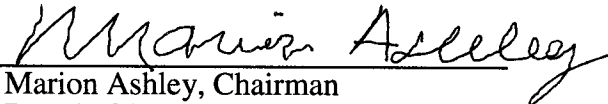
Attachment 1 – Legal Description and Map of Property

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

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

GRANTOR:

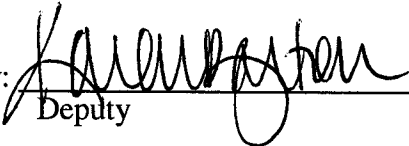
Riverside County Flood Control and Water Conservation District
("District")

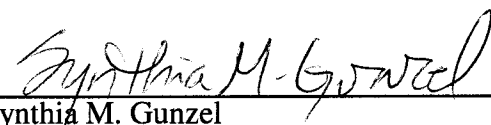
BY: 
Marion Ashley, Chairman
Board of Supervisors for the District

DATE: MAR 14 2017

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: 
Deputy

By: 
Synthia M. Gunzel
Deputy County Counsel


CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Conservation Easement by the Riverside County Flood Control and Water Conservation District, a body politic, as Grantor, dated _____, 2017 to the Riverside-Corona Resource Conservation District, a special district created pursuant to the California Public Resources Code Division 9, Chapter 3, as Grantee, is hereby accepted by the undersigned officer on behalf of the Grantee, pursuant to authority conferred by resolution of the Board of Directors, and the Grantee consents to recordation thereof by its duly authorized officer.

GRANTEE:

RIVERSIDE-CORONA RESOURCE CONSERVATION DISTRICT, a special district created pursuant to the California Public Resources Code Division 9, Chapter 3

By: 
Alfred B. Bonnett, Jr., President

Attest: 
Shelli Lamb, Secretary of the Board
& District Manager

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside

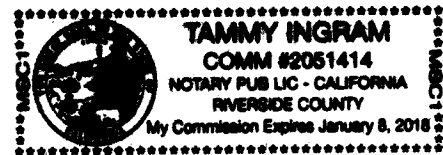
On February 21, 2017 before me, Tammy Ingram, Notary Public
(insert name and title of the officer)

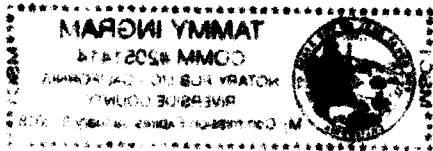
personally appeared Alfred B. Bonnett, Jr.
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their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

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

WITNESS my hand and official seal.

Signature Tammy Ingram (Seal)





Attachment 1

Legal Description and Map of Property

Exhibit "A"

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

Being a portion of Parcel 2493-2, as shown on Record of Survey, Book 140, Pages 92 through 94, inclusive, records of Riverside County, State of California, within the unincorporated territory of Riverside County in Township 4 South, Range 6 West, Section 22, San Bernardino Meridian, described as follows:

Commencing at the most northerly corner of said parcel;

Thence South $33^{\circ} 43' 09''$ East 30.87 feet along the northeasterly line of said parcel to the Point of Beginning;

Thence continuing South $33^{\circ} 43' 09''$ East 426.23 feet to the beginning of a non-tangent curve, concave southerly, having a radius of 45.00 feet, to which a radial line bears North $05^{\circ} 35' 20''$ West;

Thence westerly along said curve through a central angle of $28^{\circ} 07' 49''$ an arc distance of 22.09 feet;

Thence South $56^{\circ} 16' 51''$ West 28.15 feet to the beginning of a curve, concave northerly, having a radius of 85.00 feet;

Thence westerly along said curve through a central angle of $90^{\circ} 00' 00''$ an arc distance of 133.52 feet to a point distant 134.37 feet, measured at a right angle from said northeasterly line;

Thence North $13^{\circ} 09' 38''$ West 212.71 feet;

Thence North $76^{\circ} 49' 27''$ East 1.03 feet;

Thence North $23^{\circ} 35' 24''$ West 5.01 feet;

Thence North $37^{\circ} 59' 06''$ East 42.20 feet to a point in a line parallel with and 17.76 feet southwesterly of said northeasterly line;

Thence North $33^{\circ} 43' 09''$ West 23.42 feet along said parallel line;

Thence South $74^{\circ} 00' 47''$ West 43.07 feet;

Thence South $56^{\circ} 00' 32''$ West 15.16 feet;

Thence North $33^{\circ} 59' 28''$ West 0.81 feet;

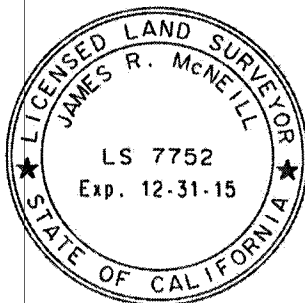
Thence South $56^{\circ} 23' 16''$ West 60.10 feet to a point distant 134.05 feet, measured at a right angle from said northeasterly line, said point also being the beginning of a non-tangent curve, concave easterly, having a radius of 85.00 feet, to which a radial line bears South $61^{\circ} 13' 56''$ West;

Thence northerly along said curve through a central angle of $85^{\circ} 01' 45''$ an arc distance of 126.14 feet;

Thence North $56^{\circ} 16' 51''$ East 31.00 feet to the beginning of a curve, concave northwesterly, having a radius of 45.00 feet;

Thence northeasterly along said curve through a central angle of $24^{\circ} 05' 18''$ an arc distance of 18.92 feet to the Point of Beginning, to which a radial line bears South $57^{\circ} 48' 27''$ East.

Containing 0.92 acre, more or less.




JAMES R. McNEILL

Land Surveyor No. 7752

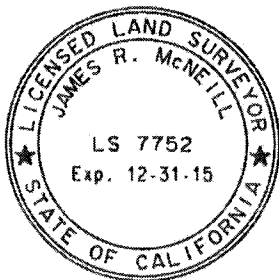
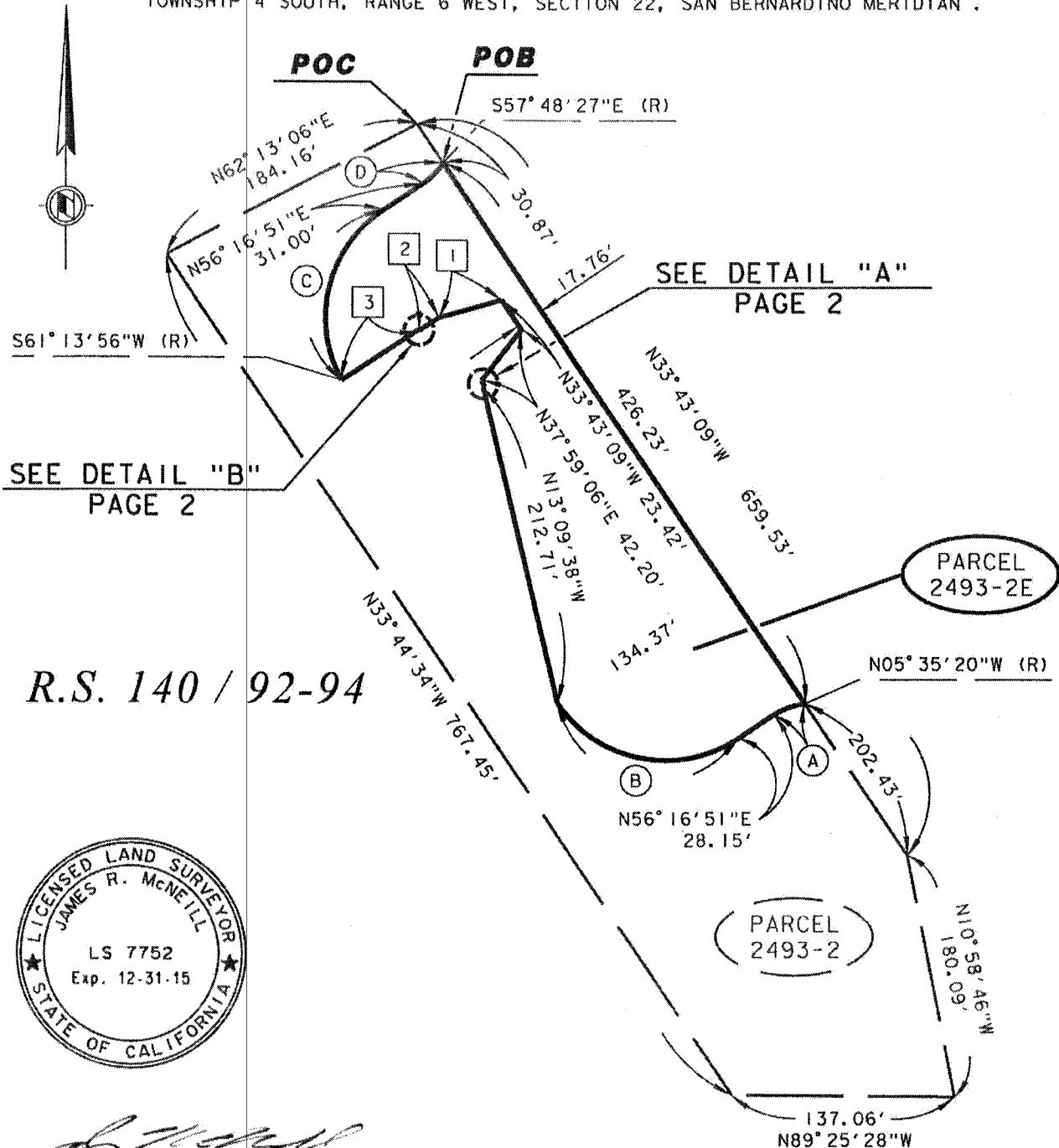
Signed on Behalf of:

Riverside County Flood Control
and Water Conservation District

Date: 11-5-15

Exhibit "B"

BEING A PORTION OF PARCEL 2493-2 OF RECORD OF SURVEY AS SHOWN IN BOOK 140, PAGES 92 THROUGH 94, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, WITHIN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY IN TOWNSHIP 4 SOUTH, RANGE 6 WEST, SECTION 22, SAN BERNARDINO MERIDIAN.



DATE: 11-5-15

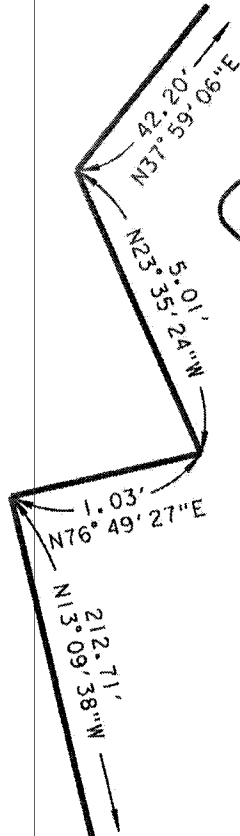
RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET ST. RIVERSIDE, CA. 92501

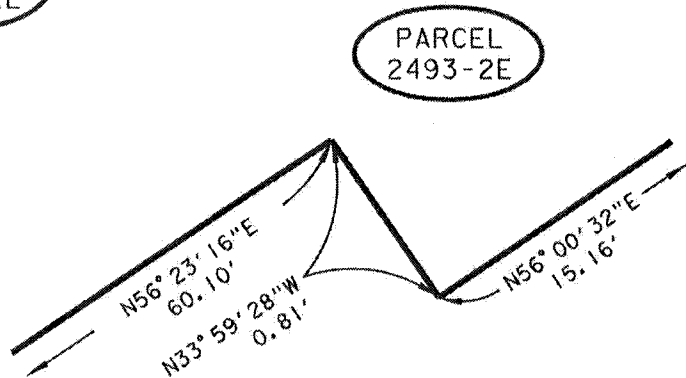
PROJECT NAME:	TEMESCAL CREEK - FOSTER ROAD STORM DRAIN		
THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.	RCFC PARCEL NUMBER(S): PARCEL 2493-2E	SCALE:	PREPARED BY:
		NO SCALE	LAH
		NOV-03-2015	SHEET NO. 1 OF 2

Exhibit "B"

BEING A PORTION OF PARCEL 2493-2 OF RECORD OF SURVEY AS SHOWN IN BOOK 140,
PAGES 92 THROUGH 94, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA,
WITHIN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY IN
TOWNSHIP 4 SOUTH, RANGE 6 WEST, SECTION 22, SAN BERNARDINO MERIDIAN .



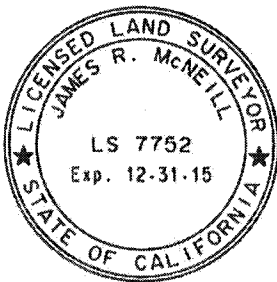
PARCEL
2493-2E



PARCEL
2493-2E

DETAIL "B"

DETAIL "A"



LINE DATA		
	BEARING	DISTANCE
1	N74°00'47"E	43.07'
2	N56°00'32"E	15.16'
3	N56°23'16"E	60.10'

CURVE DATA				
○	△ =	R =	T =	L =
A	28°07'49"	45.00'	11.27'	22.09'
B	90°00'00"	85.00'	85.00'	133.52'
C	85°01'45"	85.00'	77.93'	126.14'
D	24°05'18"	45.00'	9.60'	18.92'

DATE: 11-5-15

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NAME:

TEMESCAL CREEK - FOSTER ROAD STORM DRAIN

THIS PLAT IS SOLELY AN AID IN LOCATING
THE PARCEL(S) DESCRIBED IN THE
ATTACHED DOCUMENT. IT IS NOT A PART
OF THE WRITTEN DESCRIPTION THEREIN.

RCFC PARCEL NUMBER(S):

PARCEL 2493-2E

SCALE:

NO SCALE

NOV-03-2015

PREPARED BY:

LAH

SHEET NO.

2 OF 2

Exhibit "A"

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

Being a portion of Parcel 2493-2, as shown on Record of Survey, Book 140, Pages 92 through 94, inclusive, records of Riverside County, State of California, within the unincorporated territory of Riverside County in Township 4 South, Range 6 West, Section 22, San Bernardino Meridian, described as follows:

Commencing at the most northerly corner of said parcel;

Thence South $33^{\circ} 43' 09''$ East 457.10 feet along the northeasterly line of said parcel to the beginning of a non-tangent curve, concave southerly, having a radius of 45.00 feet, to which a radial line bears North $05^{\circ} 35' 20''$ West;

Thence westerly along said curve through a central angle of $28^{\circ} 07' 49''$ an arc distance of 22.09 feet;

Thence South $56^{\circ} 16' 51''$ West 28.15 feet to the beginning of a curve, concave northerly, having a radius of 85.00 feet;

Thence westerly along said curve through a central angle of $90^{\circ} 00' 00''$ an arc distance of 133.52 feet to a point in a line parallel with and 134.37 feet southwesterly of said northeasterly line;

Thence North $33^{\circ} 43' 09''$ West 42.72 feet along said parallel line to the Point of Beginning;

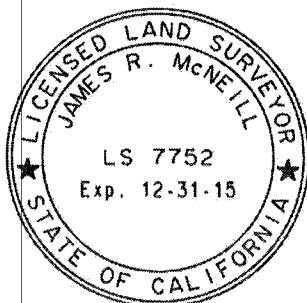
Thence continuing North $33^{\circ} 43' 09''$ West 167.65 feet along said parallel line to a point distant 169.48 feet, measured at a right angle from the northwesterly line of said parcel;

Thence North $56^{\circ} 23' 16''$ East 60.62 feet to a point on a line parallel with and 73.75 feet southwesterly of said northeasterly line;

Thence South $33^{\circ} 43' 09''$ East 5.91 feet along said parallel line;

Thence South $13^{\circ} 09' 38''$ East 172.62 feet to the Point of Beginning.

Containing 0.12 acre, more or less.




JAMES R. MCNEILL

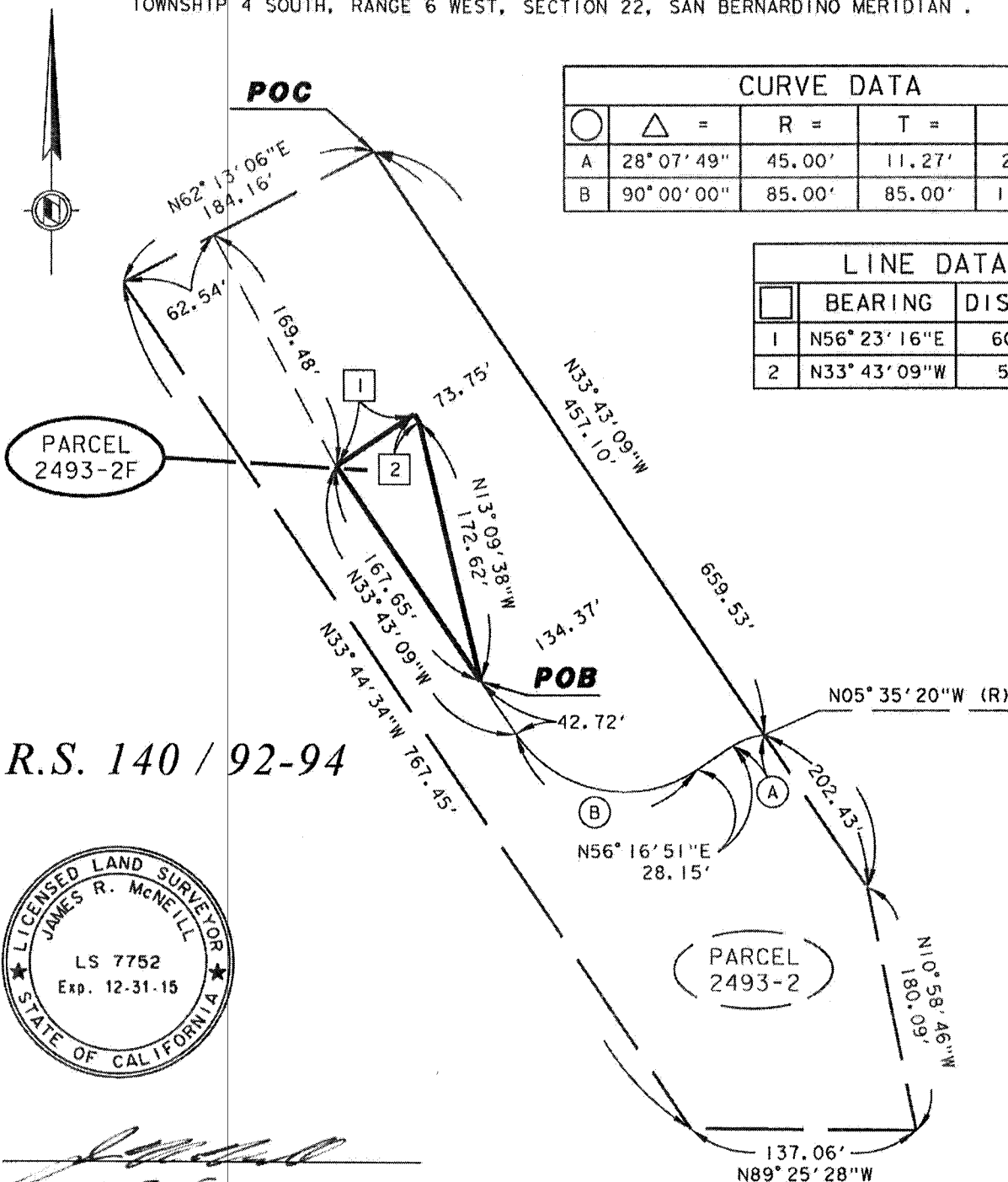
Land Surveyor No. 7752
Signed on Behalf of:
Riverside County Flood Control
and Water Conservation District

ATTACHMENT 1

Date: 11-5-15

Exhibit "B"

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CURVE DATA				
○	△ =	R =	T =	L =
A	28° 07' 49"	45.00'	11.27'	22.09'
B	90° 00' 00"	85.00'	85.00'	133.52'

LINE DATA		
□	BEARING	DISTANCE
1	N56° 23' 16"E	60.62'
2	N33° 43' 09"W	5.91'

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NAME:

TEMESCAL CREEK - FOSTER ROAD STORM DRAIN

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

RCFC PARCEL NUMBER(S):

PARCEL 2493-2F

SCALE:

NO SCALE

NOV-03-2015

PREPARED BY:

LAH

SHEET NO.

1 OF 1

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Riverside-Corona Resource
Conservation District
4500 Glenwood Drive, Building A
Riverside, CA 92501
Attention: District Manager

With a Copy to:
Riverside County Flood Control and
Water Conservation District
Attention: Regulatory Division Chief
1995 Market Street
Riverside, CA 92501

SPACE ABOVE LINE FOR RECORDER'S USE ONLY
EXEMPT FROM RECORDING FEES – GOVERNMENT CODE SECTIONS 6103 & 27383

Project Name: Temescal Creek – Brown Canyon
Project Number:

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

CONSERVATION EASEMENT DEED

THIS CONSERVATION EASEMENT DEED ("Conservation Easement") is made as of March 14, 2017, by RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic ("Grantor"), in favor of RIVERSIDE-CORONA RESOURCE CONSERVATION DISTRICT, a special district created pursuant to California Public Resources Code Division 9, Chapter 3 ("Grantee"), with reference to the following facts:

RECITALS

A. Grantor is the owner in fee simple of certain real property consisting of approximately 15.89 acres of land, located in the unincorporated area of Riverside County, State of California, identified with Assessor's Parcel Number 282-210-066 ("Grantor Parcel").

B. The Grantor desires to convey to Grantee and Grantee desires to accept this Conservation Easement over a 0.76 acre portion of the Grantor Parcel, also referenced as RCFC Parcel No. 2256-501BB, (hereinafter referred to as the "Property") as shown and more particularly described in Exhibits "A" and "B", attached hereto and by this reference incorporated herein; and

C. The Property is in an unimproved natural condition and possesses wildlife and habitat values of great importance to Grantee and the people of the State of California. The Property provides high quality habitat for the plant and animal species listed in the Streambed Alteration Agreement that is further described in Recital F below. Individually and collectively, these wildlife and habitat values comprise the "Conservation Values" of the Property.

D. Grantee is a Resource Conservation District that is authorized to hold conservation easements pursuant to Public Resources Code sections 9401, 9405 and 9406 and Civil Code Section 815.3, and has been approved by the California Department of Fish and Wildlife to hold mitigation lands under the Due Diligence process as outlined in Senate Bill 1094. Specifically, Grantee is an entity identified in Civil Code Section 815.3 and otherwise authorized to acquire and hold title to real property.

E. Grantee is authorized pursuant to Public Resource Code section 9403 to accept money from any source whatsoever to carry out its purposes; sections 9404 and 9408 to enter into contracts with the Grantor to further its purposes, and section 9409 to conduct operations on public land with the cooperation of the agency administering and having jurisdiction over that land to, among other things, enhance wildlife habitat and for water conservation purposes; and

F. This Conservation Easement provides mitigation for certain impacts of the Temescal Creek – Brown Canyon Storm Drain, Stage 1 Project, (“Project”) located in the unincorporated area of El Cerrito, County of Riverside, State of California, pursuant to Streambed Alteration Agreement (Notification No. 1600-2014-0015-R6 (Revision 2)) executed by the Riverside County Flood Control and Water Conservation District and California Department of Fish and Wildlife (“CDFW”), dated July 8, 2014 and as amended on June 8, 2015.

COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

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

1. Purposes. The purposes of this Conservation Easement are to ensure the Property will be retained in perpetuity in its natural, restored, or enhanced condition and to prevent any use of the Property that will, as reasonably determined by Grantee, unreasonably impair or interfere with the Conservation Values of the Property Grantor intends that this Conservation Easement will confine the use of the Property to activities that are consistent with such purposes, including, without limitation, those involving the preservation, restoration, and enhancement of native species and their habitats provided, subject to the requirements of California Civil Code sections 815 *et seq.*, such confinement of use does not unreasonably interfere or prevent the right to have storm water flow across the Property into the downstream storm drain system.

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

(a) To preserve and protect the Conservation Values of the Property;

(b) An access easement for ingress and egress through land with Assessor’s Parcel Number (APN) 282-210-066 over any roads and driveways leading to the Property, whether now existing or installed by Grantor in the future; provided, however, that Grantor will ensure that

there is always at least one way available for such Grantee access, in order to allow Grantee to exercise its rights and obligations described in this Conservation Easement. Notwithstanding any other provision of this Conservation Easement, Grantor shall provide access to Grantee and Grantee shall have the right to use a gate or several gates allowing for access through APN 282-210-066 in order to reach the Property to perform any of its duties or protect any of its rights with respect to the Property. The Grantor shall provide a set of reproducible keys to any gate(s) on such fence to the Grantee without charge. If the lock(s) to the gate(s) are replaced, the Grantor shall provide a new set of reproducible keys to the gate(s) to the Grantee without charge within seven (7) days of replacement of such lock(s).

(c) To enter the Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Conservation Easement, and for scientific research and interpretive purposes by Grantee or its designees, provided that Grantee shall not unreasonably interfere with Grantor's authorized use and quiet enjoyment of the Property;

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

(e) To require that all mineral, air and water rights as Grantee deems necessary to preserve, protect, and sustain the biological resources and Conservation Values of the Property shall remain a part of and be put to beneficial use upon the Property, consistent with the purposes of this Conservation Easement; and

(f) All present and future development rights appurtenant to, allocated, implied, reserved or inherent in the Property; such rights are hereby terminated and extinguished, and may not be used on or transferred to any portion of the Property, nor any other property adjacent or otherwise.

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

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

(a) Introduction of nuisance water onto the Property, including but not limited to water from pools, aquariums, waterbeds, fountains, and supplemental watering; except nuisance water entering onto the Property associated with irrigation outside the Property by Grantor,

adjacent homeowners, or others, and the natural drainage of rainfall and water related to Grantee's habitat enhancement activities as set forth in Section 2(f) and 5(b);

(b) Use of off-road vehicles and use of any other motorized vehicles except on existing roadways;

(c) Agricultural activity of any kind, except grazing for vegetation management for the Property;

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

(e) Commercial, industrial, institutional, or residential structures or uses;

(f) Any legal or de facto division, subdivision or partitioning of the Property, including a request for a certificate of compliance pursuant to the Subdivision Map Act (Gov. Code section 66499.35);

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

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

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

(j) Filling, dumping, excavating, draining, dredging, mining, drilling, removing or exploring for or extracting minerals, loam, soil, sands, gravel, rocks or other material on or below the surface of the Property, or granting or authorizing surface entry for any such purpose;

(k) Altering the surface or general topography of the Property, including building roads or trails, or paving or otherwise covering any portion of the Property;

(l) Removing, disturbing, altering, destroying, or cutting of trees, shrubs or other vegetation, except as required by law and in conformance with a CDFW-approved management plan for (1) fire breaks, (2) maintenance of existing foot trails or roads, or (3) prevention or treatment of disease;

(m) Manipulating, impounding or altering any natural water course, body of water or water circulation on the Property, and activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or sub-surface waters;

(n) Any activity or use that may violate or fail to comply with relevant federal, state, or local laws, regulations, or policies applicable to Grantor, the Property, or the activity or use in question.

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

4. Grantor's Duties. In the event the Grantor is notified or discovers unauthorized activities that may conflict with the purpose of this Conservation Easement, Grantor will notify Grantee of such activities and Grantor may, but is not obligated to, undertake reasonable actions to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the Conservation Values of the Property. In addition, Grantor shall undertake all necessary actions within Grantor's control to perfect Grantee's rights under Section 2 of this Conservation Easement.

The Parties explicitly agree that any mitigation for activities of Grantor not covered by this Conservation Easement, and any other mitigation set forth in the Section 1603 Agreement, other Project permits, or any habitat mitigation and monitoring plan for the Property approved by the CDFW and/or by any other regulatory agency, remains solely and entirely Grantor's responsibility. The Parties further agree that Grantee shall not be liable, in law or equity, if the mitigation measures agreed to under this Conservation Easement are determined in any way, by any person or agency, to be insufficient for mitigation or regulatory compliance purposes under applicable statutes, laws and regulations. If any regulatory agency, including but not limited to the CDFW, later determines that the mitigation as set forth in the Section 1603 Agreement is insufficient, Grantor, its heirs, estates, successors, assigns shall be entirely responsible for satisfying any and all further obligations that may be imposed upon such determination. No responsibility or liability for the compensatory mitigation shall accrue to Grantee.

Grantor acknowledges that notwithstanding which person and/or Party(ies) designed, engineered, constructed, and/or modified any manufactured slopes, fill, cut, berms, and banks adjacent to, within or on the Property, Grantee shall not be responsible for any liability resulting therefrom, and for the condition of any and all pre-existing man-made slopes, fill, cut, berms, and banks on or within the Property. Grantor agrees that Grantee shall be not responsible therefor.

5. Reserved Rights.

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

(b) Grantor reserves the right under emergency situations or conditions to take any prudent action to prevent, abate, or mitigate significant injury to the Property or to human life resulting from natural causes, such as but not limited to, fire, flood, storm and earth movement that occurred naturally or beyond Grantor's control.

(c) All Grantor rights reserved herein are subject to Grantor obtaining and maintaining all required regulatory permits to conduct any applicable reserved right and Grantor following all applicable Environmental Laws.

6. Grantee's Remedies.

(a) If Grantee determines that a violation of the terms of this Conservation Easement has occurred or is threatened, Grantee shall give written notice to Grantor of such violation and demand in writing the cure of such violation ("Notice of Violation"). Notice shall be provided in accordance with Section 20 of this Conservation Easement.

(b) If Grantor fails to cure the violation within thirty (30) days after receipt of the Notice of Violation from Grantee, or if the cure reasonably requires more than thirty (30) days to complete and Grantor fails to begin the cure within the thirty (30)-day period or fails to continue diligently to complete the cure, Grantee may bring an action at law or in equity in a court of competent jurisdiction for any or all of the following: to recover any damages to which Grantee may be entitled for violation of the terms of this Conservation Easement or for any injury to the Conservation Values of the Property; to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies; to pursue any other legal or equitable relief, including, but not limited to, the restoration of the Property to the condition in which it existed prior to any such violation or injury; or to otherwise enforce this Conservation Easement. Without limiting the liability of Grantor, Grantee may apply any damages recovered to the cost of undertaking any corrective action on the Property.

(c) If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate injury to the Conservation Values of the Property, Grantee may pursue its remedies under this Conservation Easement without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this section apply equally to actual or threatened violations of the terms of this Conservation Easement.

(d) Grantor agrees that Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including but not limited to, the remedies set forth in Civil Code section 815, *et seq.*

(e) If at any time in the future Grantor or any subsequent transferee uses or threatens to use the Property for purposes inconsistent with this Conservation Easement then, despite the provisions of Civil Code section 815.7, the California Attorney General, any person and any entity with a justiciable interest in the preservation of this Conservation Easement has standing as an interested party in any proceeding affecting this Conservation Easement.

7. **Costs of Enforcement.** Grantor shall bear all costs incurred by Grantee, where Grantee is a prevailing party in enforcing the terms of this Conservation Easement against Grantor. These costs include, but are not limited to, the following: costs of suit and attorneys' and experts' fees, and any costs for restoration necessitated by Grantor's negligence or breach of this Conservation Easement.

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

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

10. **CDFW Right of Enforcement.** All rights and remedies conveyed to Grantee under this Conservation Easement shall extend to and are enforceable by CDFW. These enforcement rights are in addition to, and do not limit, the rights of enforcement under the Streambed Alteration Agreement (Notification No. 1600-2014-0015-R6 (Revision 2)) described in Recital F, above.

11. **Long-Term Management Endowment.** Grantor has provided Grantee a long-term monitoring endowment for this Conservation Easement. In accordance with the Streambed Alteration Agreement (Notification No. 1600-2014-0015-R6 (Revision 2)) described in Recital F above, said endowment shall be held by Grantee in a separate interest bearing or other type of investment account and shall not be commingled with any other funds; provided, however, that the endowment may be pooled with other endowments for investment management purposes. In addition, Grantee shall annually maintain signage at the Property, monitor the Property at least quarterly, and submit a management report every 5 years to CDFW documenting the items listed in Reporting Measure 4.2 of the Streambed Alteration Agreement described in Recital F, including photos documenting the management activities.

12. Access. This Conservation Easement does not convey a general right of access to the public.

13. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, except as specifically set forth as Grantee responsibilities for the Property in this Conservation Easement. Grantor agrees that Grantee shall have no duty or responsibility for the operation, upkeep or maintenance of the Property, the monitoring of hazardous conditions thereon, or the protection of Grantor, the public or any third parties from risks relating to conditions on the Property. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals required for any activity or use permitted by this Conservation Easement, including those required from CDFW acting in its regulatory capacity, and any activity or use shall be undertaken in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders and requirements.

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

15. Hold Harmless.

(a) Grantor shall hold harmless, protect and indemnify Grantee and its directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (each a "Grantee Indemnified Party" and, collectively, "Grantee Indemnified Parties") from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation, reasonable attorneys' fees and experts' fees), causes of action, claims, demands, orders, liens or judgments (each a "Claim" and, collectively, "Claims"), arising from or in any way connected with: injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, unless caused by the negligence or willful misconduct of any of the Grantee Indemnified Parties. If any action or proceeding is brought against any of the Grantee Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from Grantee, defend such action or proceeding by counsel acceptable to the Grantee or reimburse Grantee Indemnified Party.

(b) Grantee shall hold harmless, protect and indemnify Grantor and its directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (each a "Grantor Indemnified Party" and, collectively, "Grantor Indemnified Parties") from and against any and all Claims, arising from or in any way connected with: injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, unless caused by the negligence or willful misconduct of any of the

Grantor Indemnified Parties. If any action or proceeding is brought against any of the Grantor Indemnified Parties by reason of any such Claim, Grantee shall, at the election of and upon written notice from Grantor, defend such action or proceeding by counsel acceptable to the Grantor or reimburse Grantor Indemnified Party.

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

17. Condemnation. The purposes of the Conservation Easement are presumed to be the best and most necessary public use as defined at Code of Civil Procedure Section 1240.680 notwithstanding Code of Civil Procedure Sections 1240.690 and 1240.700. If the Conservation Easement is condemned, the net proceeds from the condemnation shall be used in compliance with Government Code section 65966(j).

18. Transfer of Easement. This Conservation Easement may be assigned or transferred by Grantee only to an entity or organization authorized to acquire and hold conservation easements pursuant to Civil Code section 815.3, Government Code section 65967 and any successor or other provisions then applicable, or the laws of the United States. Grantee shall require the assignee to record the assignment in the county where the Property is located. The failure of Grantee to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforcement in any way.

19. Transfer of Property. Grantor agrees to incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which Grantor divests itself of any interest in all or any portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the intent to transfer any interest at least sixty (60) days prior to the date of such transfer. The failure of Grantor or Grantee to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

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

To Grantor:	Riverside County Flood Control and Water Conservation District Attention: Regulatory Division Chief 1995 Market Street Riverside, CA 92501 Phone (951) 955-1200
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With a copy to:	Office of County Counsel 3960 Orange Street, Suite 500 Riverside, CA 92501
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Attn: County Counsel
Phone (951) 955-6300

To Grantee: Riverside-Corona Resource Conservation District
4500 Glenwood Drive, Building A
Riverside, CA 92501
Attention: District Manager
Phone: (951) 683-7691
Fax: (951) 683-3814

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

or to such other address as either party shall designate by written notice to the other. Notice shall be deemed effective upon delivery in the case of personal delivery or delivery by overnight courier or, in the case of delivery by first class mail, three (3) days after deposit into the United States mail.

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

22. General Provisions.

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

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

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

(d) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersede all prior discussions, negotiations, understandings, or agreements of the parties relating to the Conservation Easement. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment in accordance with Section 18.

(e) No Forfeiture. Nothing contained in this Conservation Easement will result in a forfeiture or reversion of Grantor's title in any respect. Notwithstanding the foregoing, if CDFW reasonably determines that this Conservation Easement is not being held, monitored, or stewarded for conservation purposes in accordance with the requirements of Government Code section 65967(e), then pursuant to Government Code section 65967(e) the Conservation Easement shall revert to CDFW or to another public agency, governmental entity, special district, or nonprofit organization approved in advance in writing by CDFW.

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

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

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

(i) No Hazardous Materials Liability.

(1) Grantor has provided to Grantee and Grantee acknowledges receipt of and the determinations made in that certain Phase I Environmental Site Assessment Report Dated May 11, 2015. Grantor represents and warrants that, other than the findings in the Phase I Environmental Site Assessment, it has no knowledge or notice of any Hazardous Materials or underground storage tanks existing, generated, treated, stored, used, released, disposed of, deposited or abandoned in, on, under, or from the Property, or transported to or from or affecting the Property.

(2) Without limiting the obligations of Grantor under Section 15 of this Conservation Easement, Grantor hereby releases and agrees to indemnify, protect and hold harmless the Grantee Indemnified Parties from and against any and all Claims arising from or connected with any Hazardous Materials or underground storage tanks present, alleged to be present, released in, from, or about, or otherwise associated with the Property at any time, except any Hazardous Materials placed, disposed or released by Grantee. This release and indemnification includes, without limitation, Claims for injury to or death of any person or physical damage to any property; and the violation or alleged violation of, or other failure to

comply with, any Environmental Laws. If any action or proceeding is brought against any of the Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from Grantee, defend such action or proceeding by counsel acceptable to the Grantee Indemnified Party or reimburse Grantee Indemnified Party for all charges incurred for defending the action or proceeding.

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

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

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

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

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

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

(4) The term "Hazardous Materials" includes, without limitation, (a) material that is flammable, explosive or radioactive; (b) petroleum products, including by-products and fractions thereof; and (c) hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA, the Resource Conservation and Recovery Act of 1976 (42 U.S.C. section 6901, *et seq.*; hereinafter "RCRA"); the Hazardous Materials Transportation Act (49 U.S.C. section 6901, *et seq.*; hereinafter "HTA"); the Hazardous Waste Control Law (Health & Saf. Code section 25100, *et seq.*; hereinafter "HCL"); the Carpenter-Presley-Tanner Hazardous Substance Account Act (Health & Saf. Code section 25300, *et seq.*; hereinafter "HSA"), and in the regulations adopted and publications promulgated pursuant to them, or any other applicable Environmental Laws now in effect or enacted after the date of this Conservation Easement.

(5) The term "Environmental Laws" includes, without limitation, CERCLA, RCRA, HTA, HCL, HSA, and any other federal, state, local or administrative agency statute, ordinance, rule, regulation, order or requirement relating to pollution, protection of human health or safety, the environment or Hazardous Materials. Grantor acknowledges that activities upon and use of the Property by Grantor, its agents, employees, invitees and contractors will comply with all Environmental Laws.

(j) Warranty. Grantor represents and warrants to Grantee that Grantor is the sole owner of fee simple title to the Property; that the Property is not subject to any other conservation easement; and there are no outstanding mortgages, liens, encumbrances or other interests in the Property (including, without limitation, water and mineral interests) that may conflict or are otherwise inconsistent with this Conservation Easement and which have not been expressly subordinated to this Conservation Easement by a written, recorded Subordination Agreement approved by Grantee.

(k) Additional Easements. Grantor shall not grant any additional easements, rights of way, or other interests in the Property (other than a security interest that is expressly subordinated to this Conservation Easement), or grant, transfer, abandon, or relinquish (each a "Transfer") any mineral, air, or water right, or any water associated with the Property, without first obtaining the written consent of Grantee. Grantee may withhold such consent if it determines that the proposed interest or Transfer is inconsistent with the purposes of this Conservation Easement or may impair or interfere with the Conservation Values of the Property. This section shall not limit the provisions of Sections 2(d) or 3(n), nor prohibit transfer of a fee or leasehold interest in the Property that is subject to this Conservation Easement and complies with Section 19. Grantor shall provide a certified copy of any recorded or unrecorded grant or Transfer document to Grantee.

(l) Recording. Grantee shall record this Conservation Easement in the Official Records of the county in which the Property is located, and may re-record it at any time as Grantee deems necessary to preserve its rights in this Conservation Easement.

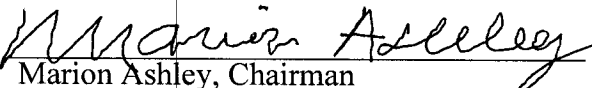
(m) Exhibits. The following Exhibit(s) referenced in this Conservation Easement are attached to and incorporated by reference in this Conservation Easement:

EXHIBITS A & B – Legal Description and Map of Property

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

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

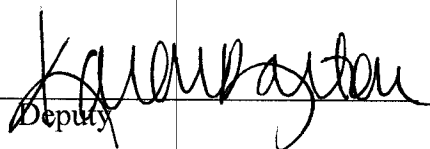
GRANTOR:
Riverside County Flood Control and Water Conservation District
("District")

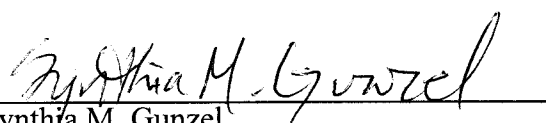
BY: 
Marion Ashley, Chairman
Board of Supervisors for the District

DATE:

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: 
Deputy

By: 
Synthia M. Gunzel
Deputy County Counsel

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Conservation Easement by the Riverside County Flood Control and Water Conservation District, a body politic, as Grantor, dated _____, 2017 to the Riverside-Corona Resource Conservation District, a special district created pursuant to the California Public Resources Code Division 9, Chapter 3, as Grantee, is hereby accepted by the undersigned officer on behalf of the Grantee, pursuant to authority conferred by resolution of the Board of Directors, and the Grantee consents to recordation thereof by its duly authorized officer.

GRANTEE:

RIVERSIDE-CORONA RESOURCE CONSERVATION DISTRICT, a special district created pursuant to the California Public Resources Code Division 9, Chapter 3

By: Alfred B. Bonnett, Jr.
Alfred B. Bonnett, Jr., President

Attest: Shelli Lamb
Shelli Lamb, Secretary of the Board
& District Manager

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside)

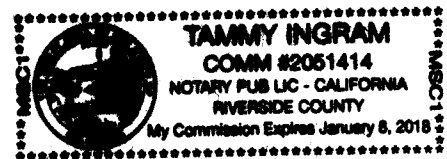
On February 21, 2017 before me, Tammy Ingram, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Tammy Ingram (Seal)



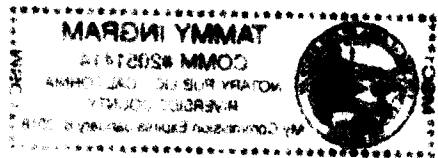


EXHIBIT A & B

Legal Description and Map of Property

Exhibit "A"

BROWN CANYON CHANNEL - LATERALS A AND B
Parcel 2256-501BB

Being a portion of Lot 26, of Tract 22335 as shown on Map Book 212, Pages 70 through 75, inclusive, records of Riverside County, State of California, within the unincorporated territory of Riverside County, described as follows:

Beginning at the most Northerly corner of said Lot 26;

Thence South 59° 39' 40" East 150.00 feet along the Northerly line of said Lot;

Thence South 09° 30' 36" East 175.00 feet;

Thence South 26° 07' 02" West 45.00 feet;

Thence North 74° 29' 30" West 145.00 feet to a point on the Westerly line of said Lot lying distant thereon South 00° 15' 56" West 250.00 feet from said most Northerly corner thereof;

Thence North 00° 15' 56" East 250.00 feet along said Westerly line to the Point of Beginning.



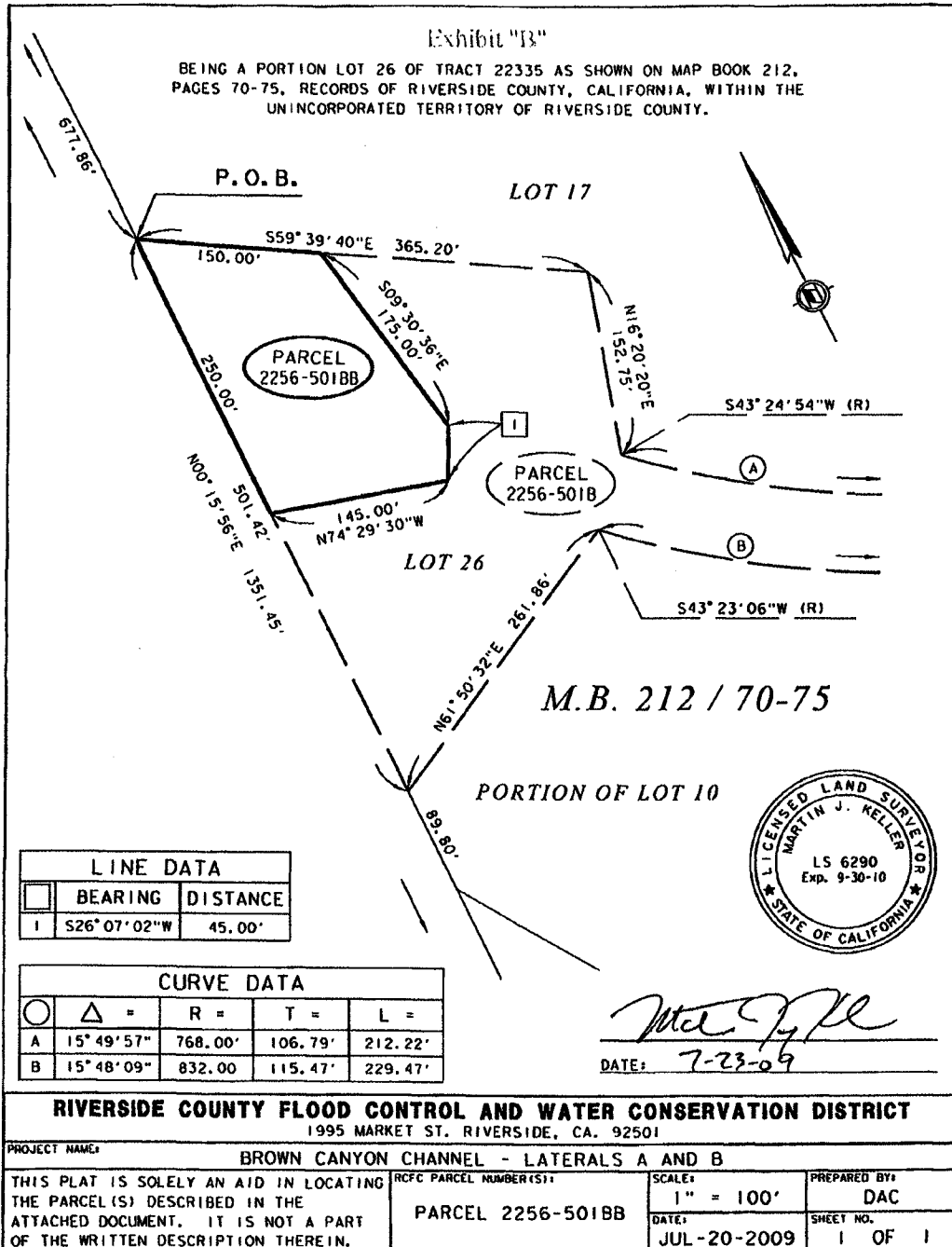

MARTIN J. KELLER

Land Surveyor No. 6290
Signed For: Riverside County Flood Control
and Water Conservation District

Date: 7-23-09

Exhibit "B"

BEING A PORTION LOT 26 OF TRACT 22335 AS SHOWN ON MAP BOOK 212, PAGES 70-75, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, WITHIN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY.



RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:

Riverside-Corona Resource
Conservation District
4500 Glenwood Drive, Building A
Riverside, California 92501
Attn: District Manager

With a Copy to:
Riverside County Flood Control and
Water Conservation District
Attention: Regulatory Division Chief
1995 Market Street
Riverside, CA 92501

SPACE ABOVE THIS LINE FOR RECORDER'S USE
EXEMPT FROM RECORDING FEES – GOVERNMENT CODE SECTION 27383

Project Name: Temescal Creek – Foster Road
Project Number: 2-0-00493

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

LICENSE AGREEMENT

This **LICENSE AGREEMENT** (this “License Agreement”), is made effective as of March 14, 2017 (“Effective Date”) by and between RIVERSIDE-CORONA RESOURCE CONSERVATION DISTRICT, a governmental special district, and its successors and assigns (“Licensee” or “RCRCD”), and RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a California body politic (“Licensor” or “Flood Control”). Licensee and Licensor are sometimes individually referred to as “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Licensor is the owner of an access easement over certain real property located in an unincorporated area of El Cerrito, Riverside County, California (the “Easement”), which is more particularly described in -Attachment 1, attached hereto and by this reference incorporated herein, and referred to herein as the “Easement Property,” and

WHEREAS, Flood Control plans to undertake a project to provide 100-year flood protection for areas neighboring an unincorporated area of El Cerrito, Riverside County by installing a storm drain system outlet called the Foster Road Storm Drain, Stage 1 Project (the “Project”) located within Sections 21 and 22 of Township 4 South, Range 6 West, of the U.S. Geological Survey Corona South and Lake Matthews 7.5 minute topographic quadrangle maps (33.805° N/ -117.500° W); and

WHEREAS, the Project is subject to California Department of Fish and Wildlife (“CDFW”) Streambed Alteration Agreement 1600-2014-0015-R6 (Revision 2) dated July 8,

2014, and an amendment dated June 8, 2015 ("SAA"), U.S. Army Corps of Engineers ("ACOE") Nationwide Permit Verification No. SPL-2014-00360-CLD dated September 5, 2014 ("404 Permit") and California Regional Water Quality Control Board, Santa Ana Region ("Regional Board"), 401 Water Quality Standards Certification, SARWQCB Project No. 332014-01, dated May 22, 2014 and modification of said Certification dated March 16, 2015 ("401 Certification") (collectively, the "Permits"); and

WHEREAS, Flood Control has requested RCRCD assistance in implementing certain mitigation requirements of the Permits, including, among other things, restoring and establishing habitat in certain areas of the Project ("Flood Control Mitigation") and the acceptance of at least two (2) conservation easements; and

WHEREAS, in consideration of the Flood Control Mitigation, RCRCD needs a license for ingress and egress over and across the Easement Property to implement the Flood Control Mitigation, and to manage and monitor the Flood Control Mitigation on the future Foster Road Conservation Easement and the existing Lee Lake Conservation Easement (Instr. No. 2004-0858342), along with the adjacent mitigation projects generated by RCRCD ("License").

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, the sufficiency of which is acknowledged by both Parties, the Parties do hereby agree as follows:

ARTICLE I LICENSE

For good and valuable consideration, the receipt of which is hereby acknowledged, Licensor hereby issues a non-exclusive license to Licensee, its contractors and subcontractors for ingress and egress over and across the Easement Property and for no other purpose. In the event that the Easement is terminated for any reason, Licensor will provide Licensee with alternate access to carry out the purpose of this License Agreement. No grant of an easement or other interest in land is intended by this License Agreement.

ARTICLE II TERM

The term ("Term") of this License Agreement shall commence on the Effective Date and shall continue thereafter, unless and until terminated pursuant to a written notice of termination delivered, in recordable form, by Licensor to the Licensee at least twelve (12) months in advance of the effective date of termination. This License is subordinate to all prior or future rights and obligations of Licensor in the Easement Property, except that Licensor shall grant no rights inconsistent with the reasonable exercise by Licensee of its rights under this License.

ARTICLE III LICENSEE OBLIGATIONS

Section 3.1 Liens.

Licensee shall not permit to be placed against any interest in the Easement Property, or any part thereof, any design professionals', mechanics', material man's contractors' or subcontractors' liens with the regard to Licensee's actions upon the Easement Property. Licensee agrees to hold licensor harmless for any loss or expense, including reasonable attorneys' fee, arising from any such liens which might be file against any interest in the Easement Property.

Section 3.2 Protection of the Property.

Licensee shall protect the Easement Property and agrees not to damage any interest in the real property in the process of using the Easement Property as permitted under this License Agreement. Licensee 1) may not cut, prune or remove any native trees or brush upon the Easement Property, 2) may not disturb, move or remove any rocks or boulders upon the Easement Property, 3) must exercise due diligence in the protection of the Easement Property against damage or destruction and 4) remove any debris generated by its use and Easement Property shall be left in a neat condition.

Section 3.3 Indemnification.

Licensee shall indemnify and hold harmless the Licensor, its directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any act or omission of Licensee, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to or in any way connected with use of the Easement Property or this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever, unless due to the negligence, acts or omissions of Licensor, its agents, contractors or employees. Licensee shall defend, at its sole expense, all costs and fees including, but not limited, to reasonable attorney fees, cost of investigation, defense and settlements or awards, the Licensor, its directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

Licensor shall indemnify and hold harmless the Licensee, its directors, officers, Board of Directors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any act or omission of Licensor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to or in any way connected with use of the Easement Property or this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever, unless due to the negligence, acts or omissions of Licensee, its agents, contractors or employees. Licensor shall defend, at its sole expense, all costs and fees including, but not limited, to reasonable attorney fees, cost of investigation, defense and settlements or awards, the Licensee, its directors, officers, Board of Directors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

ARTICLE IV MISCELLANEOUS PROVISIONS

Section 4.1. Applicable Law

This License Agreement shall be interpreted and governed by the laws of the State of California, without regard to conflict of laws provisions.

Section 4.2. Interpretation Rules

Titles and headings are included in this License Agreement for convenience only, and shall not be used for the purpose of construing and interpreting this License Agreement. Words in the singular also include the plural and vice versa where the context requires.

Section 4.3. Severability

In the event that any provisions of this License Agreement are held to be unenforceable or invalid by any court or regulatory agency of competent jurisdiction, Licensor and Licensee shall use good faith efforts to negotiate an equitable adjustment in the provisions of this License Agreement with a view toward effecting the purposes of this License Agreement, and the validity and enforceability of the remaining provisions hereof shall not be affected thereby.

Section 4.4. Counterparts

This License Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

Section 4.5. Entire Agreement, Amendments and Waivers

This License Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes the terms of any previous agreements or understandings, oral or written. Any waiver or amendment of this License Agreement must be in writing. Either Party's waiver of any breach or failure to enforce any of the terms of this License Agreement shall not affect or waive that Party's right to enforce any other term of this License Agreement.

Section 4.6. Further Assurances

Either Party shall execute and deliver such further instruments as may be reasonably requested by the other Party or any title company designated by a Party in order to carry out the terms of this License Agreement.

Section 4.7. Recordation

Licensor hereby authorizes Licensee to record, or cause to be recorded, this License Agreement or any memoranda thereof in the official records of Riverside County. The parties hereto acknowledge that this License Agreement, or a memorandum thereof, may be recorded by the Licensor, Licensee, or any title company or agent designated by Licensee, in the official records of the county in which the Easement Property is located.

Section 4.8. Notices

For the purpose of this License Agreement, communications and notices between the parties shall be in writing and shall be deemed to have been given when actually delivered, if given by personal delivery or transmitted by overnight courier service, or if mailed, when deposited in the United States Mail, First Class, postage prepaid, return receipt requested and addressed as follows:

To Licensee: Riverside-Corona Resource Conservation District
4500 Glenwood Drive, Building A
Riverside, CA 92501
Attn: District Manager
Telephone: 951-683-7691

To Licensors: Riverside County Flood Control and Water Conservation District
1995 Market Street
Riverside, CA 92501
Attn: General Manager-Chief Engineer
Telephone: (951) 955-1200

Section 4.9. Waiver

The failure, delay or forbearance by either party to exercise any of its rights or remedies under this License Agreement or to provide written notice of any default to a defaulting party, will not constitute a waiver of such rights or remedies. No party will be deemed to have waived any right or remedy resulting unless it has made such waiver specifically in writing. The waiver by either party of any default or breach of any term, condition or provision herein contained shall not be deemed to be a waiver of any subsequent breach of the same term, condition or provision herein.

Section 4.10 Assignment

This License shall not, nor shall any interest herein be assigned, mortgaged, hypothecated, or transferred by Licensee, whether voluntary or involuntary or by operation of law, nor shall Licensee let or sublet or grant any license of permit with respect to the use and occupancy of the Easement Property or any portion thereof without Licensors' prior written consent.

SIGNATURE PROVISIONS ON FOLLOWING PAGE

SIGNATURE PAGE TO THE LICENSE AGREEMENT BETWEEN THE RIVERSIDE-CORONA RESOURCE CONSERVATION DISTRICT AND THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

IN WITNESS WHEREOF, Licensee and Licensor have executed this License Agreement as of the date first above written.

LICENSOR

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

LICENSEE:

RIVERSIDE-CORONA RESOURCE
CONSERVATION DISTRICT, a
governmental special district

By:

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

By:

Alfred B. Bonnett, Jr.
Alfred B. Bonnett, Jr., President

ATTEST:

Shelli Lamb
Shelli Lamb, Secretary of the Board
and District Manager

ATTEST:

Clerk of the Board
Kecja Harper-Ihem

By:

Kecja Harper-Ihem
Deputy

NOTARY ACKNOWLEDGEMENTS ATTACHED

FORM APPROVED COUNTY COUNSEL

BY:

Synthia M. Gunzel 2-22-17
SYNTHIA M. GUNZEL DATE

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside

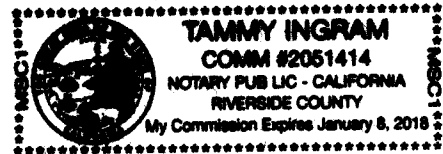
On February 21, 2017 before me, Tammy Ingram, Notary Public,
(insert name and title of the officer)

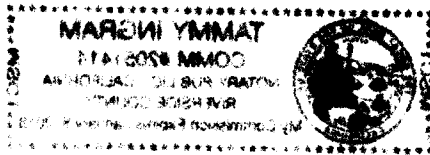
personally appeared Alfred B. Bonnett, Jr.
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~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

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

WITNESS my hand and official seal.

Signature Tammy Ingram (Seal)





Attachment 1

DISTRICT'S EASEMENT AREA

[see attached]

Lawyers Title

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

DOC # 2015-0479707

10/30/2015 05:00 PM Fees: \$0.00

Page 1 of 7

Recorded in Official Records

County of Riverside

Peter Aldana

Assessor-County Clerk-Recorder

"This document was electronically submitted
to the County of Riverside for recording"
Receipted by: TERESA #134

614670813-5
★ NO FEE (GOV. CODE 6103) ★

SPACE ABOVE THIS LINE FOR RECORDER'S USE

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

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

RCFC Parcel No. 2493-3

TRA: 059-120

EASEMENT DEED

Frank Alvarado Marquez, Jr., Alice Marquez Rodriguez and Eleanor Traches, as Co-Trustees of The Marquez Revocable Living Trust, w/d/t March 12, 1990 who also acquired title as Frank Alvarado Marquez, Jr., Alice Marquez Rodriguez and Eleanor Traches, as Co-Trustees of The Marquez Revocable Living Trust, hereinafter referred to as Grantor, hereby Dedicates in Perpetuity to Riverside County Flood Control and Water Conservation District, herein after referred to as Grantee, an easement for flood control and drainage purposes for the construction, use, repair, reconstruction, inspection, operation and maintenance of storm drain facilities, and all appurtenant works, including ingress and egress thereto, over, under and across that certain real property situated in the County of Riverside, State of California, described in legal description attached hereto as Exhibit "A" and shown in Exhibit "B" and made a part hereof.

The Grantor agrees for themselves, their successors and assigns not to erect, place or maintain, nor to permit the erection, placement, or maintenance of any building, planter boxes, earth fill or other structures except pavement on the above described real property. The Grantee, and its contractors, agents and employees, shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor, the Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

Assessor's Parcel Number: 283-060-004

(Signatures Attached)

Frank Alvarado Marquez, Jr., Alice Marquez Rodriguez and Eleanor Traches, as Co-Trustees of The Marquez Revocable Living Trust, u/d/t March 12, 1990 who also acquired title as Frank Alvarado Marquez, Jr., Alice Marquez Rodriguez and Eleanor Traches, as Co-Trustees of The Marquez Revocable Living Trust

Date: 9-30-15

By: Frank Alvarado Marquez Jr
FRANK ALVARADO MARQUEZ, JR.
Co-Trustee

Date: 9-30-15

By: Alice Marquez Rodriguez
ALICE MARQUEZ RODRIGUEZ
Co-Trustee

Date: 9-30-15

By: Eleanor Traches
ELEANOR TRACHES
Co-Trustee

(Notary Attached)

CERTIFICATE OF ACCEPTANCE


This is to certify that the interest in real property conveyed by the easement deed, dated September 30, 2015 from Frank Alvarado Marquez, Jr., Alice Marquez Rodriguez and Eleanor Traches, as Co-Trustees of the Marquez Revocable Living Trust, u/d/t March 12, 1990 who also acquired title as Frank Alvarado Marquez Jr., Alice Marquez Rodriguez and Eleanor Traches, as Co-Trustees of The Marquez Revocable Living Trust, grants to **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**, a body politic is hereby accepted by the undersigned officer pursuant to authority conferred by resolution of the Board of Supervisors of said District adopted on May 12, 1961, and the Grantee consents to the recordation thereof by its duly authorized officer.

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

Date

10/21/15

By:



WARREN D. WILLIAMS

General Manager-Chief Engineer

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF ORANGE)

On September 30, 2015 before me, MARC T. EAGAN Notary
Date Insert Name and Title of the officer

Public, personally appeared FRANK ALVARADO MARQUEZ, JR., ALICE MARQUEZ RODRIGUEZ

and ELEANOR TRACHES

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature: Marc T. Eagan



OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signers Name: _____

☐ Corporate Officer - Title(s) _____

☐ Partner - ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signers Name: _____

☐ Corporate Officer - Title(s) _____

☐ Partner - ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Exhibit "A"

Temescal Creek - Foster Road Storm Drain
Parcel 2493-3

All of Parcel 2493-3 of Record of Survey as shown in Book 140, Pages 92 through 94, records of Riverside County, State of California, within the unincorporated territory of Riverside County.




WILLIAM R. HOFFERBER JR.

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

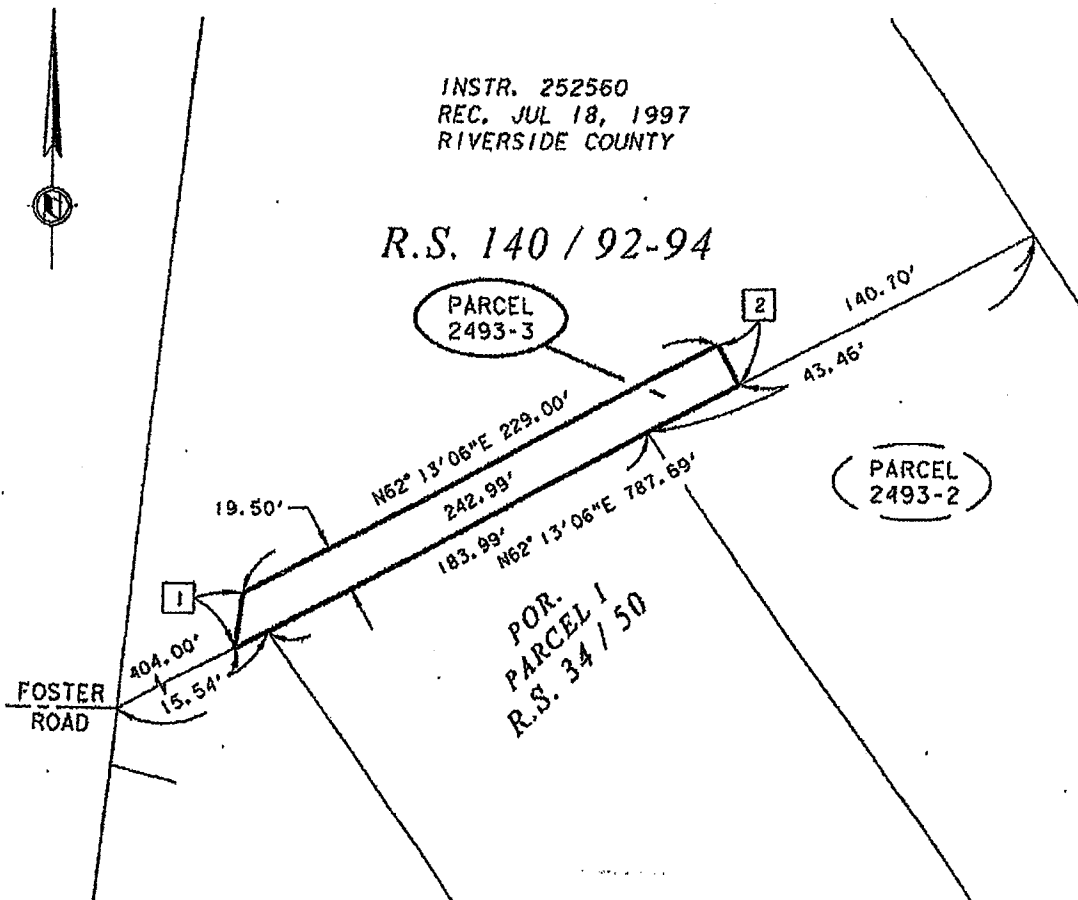
Date: 22 AUG, 2013

Exhibit "B"

ALL OF PARCEL 2493-3 OF RECORD OF SURVEY AS SHOWN IN BOOK 140, PAGES 92 THROUGH 94, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, WITHIN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY.

INSTR. 252560
REC. JUL 18, 1997
RIVERSIDE COUNTY

R.S. 140 / 92-94



DATE: 22 AUG, 2013

LINE DATA		
	BEARING	DISTANCE
1	N07° 52' 31" E	24.00'
2	N27° 46' 54" W	19.50'

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

PROJECT NAME: TEMESCAL CREEK - FOSTER ROAD STORM DRAIN

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

RCFC PARCEL NUMBER(S):
2493-3

SCALE:
NO SCALE
AUG-12-2013

PREPARED BY:
DAB
SHEET NO.
1 OF 1

DOC # 2015-0479709
10/30/2015 05:00 PM Fees: \$0.00
Page 1 of 7
Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

Lawyers Title

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

**This document was electronically submitted
to the County of Riverside for recording**
Received by: TERESA #134

114670813

X NO FEE (GOV. CODE 6103) X

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Project Name: Temescal Creek-Foster Road
Storm Drain, Stage 1

Project No: 2-0-00493

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

RCFC Parcel No. 2493-4

TRA: 059-120

EASEMENT DEED

Frank Alvarado Marquez, Jr., Alice Marquez Rodriguez and Eleanor Traches, as Co-Trustees of The Marquez Revocable Living Trust, u/d/t March 12, 1990 who also acquired title as Frank Alvarado Marquez, Jr., Alice Marquez Rodriguez and Eleanor Traches, as Co-Trustees of The Marquez Revocable Living Trust, hereinafter referred to as Grantor, hereby Dedicates in Perpetuity to Riverside County Flood Control and Water Conservation District, herein after referred to as Grantee, an easement for flood control and drainage purposes for the construction, use, repair, reconstruction, inspection, operation and maintenance of storm drain facilities, and all appurtenant works, including ingress and egress thereto, over, under and across that certain real property situated in the County of Riverside, State of California, described in legal description attached hereto as Exhibit "A" and shown in Exhibit "B" and made a part hereof.

The Grantor agrees for themselves, their successors and assigns not to erect, place or maintain, nor to permit the erection, placement, or maintenance of any building, planter boxes, earth fill or other structures except pavement on the above described real property. The Grantee, and its contractors, agents and employees, shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor, the Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

Assessor's Parcel Number: 283-060-007

(Signatures Attached)

Frank Alvarado Marquez, Jr., Alice Marquez Rodriguez and Eleanor Traches, as Co-Trustees of The Marquez Revocable Living Trust, u/d/t March 12, 1990 who also acquired title as Frank Alvarado Marquez, Jr., Alice Marquez Rodriguez and Eleanor Traches, as Co-Trustees of The Marquez Revocable Living Trust

Date: 9-30-15

By: Frank Alvarado Marquez, Jr.
FRANK ALVARADO MARQUEZ, JR.
Co-Trustee

Date: 9-30-15

By: Alice Marquez Rodriguez
ALICE MARQUEZ RODRIGUEZ
Co-Trustee

Date: 9-30-15

By: Eleanor Traches
ELEANOR TRACHES
Co-Trustee

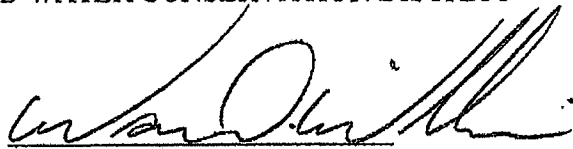
(Notary Attached)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the easement deed, dated September 30, 2015 from Frank Alvarado Marquez, Jr., Alice Marquez Rodriguez and Eleanor Traches, as Co-Trustees of the Marquez Revocable Living Trust, u/d/t March 12, 1990 who also acquired title as Frank Alvarado Marquez Jr., Alice Marquez Rodriguez and Eleanor Traches, as Co-Trustees of The Marquez Revocable Living Trust, grants to **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**, a body politic is hereby accepted by the undersigned officer pursuant to authority conferred by resolution of the Board of Supervisors of said District adopted on May 12, 1961, and the Grantee consents to the recordation thereof by its duly authorized officer.

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

Date 10/21/15

By: 
WARREN D. WILLIAMS
General Manager-Chief Engineer

Acquisition: Temescal Creek-Foster Road Storm Drain, Stage 1
Project No. 2-0-00493
APN 283-060-007
RCFC Parcel No. 2493-4

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF ORANGE

On September 30, 2015 before me, MARC T. EAGAN Notary
Date Insert Name and Title of the officer

Public, personally appeared FRANK ALVARADO MARQUEZ, JR., ALICE MARQUEZ RODRIGUEZ
and ELEANOR TRACHES

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature: MARC T. EAGAN



OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signers Name: _____
☐ Corporate Officer - Title(s) _____
☐ Partner - ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

Signers Name: _____
☐ Corporate Officer - Title(s) _____
☐ Partner - ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

Exhibit "A"

Temescal Creek - Foster Road Storm Drain
Parcel 2493-4

All of Parcel 2493-4 of Record of Survey as shown in Book 140, Pages 92 through 94, records of Riverside County, State of California, within the unincorporated territory of Riverside County.



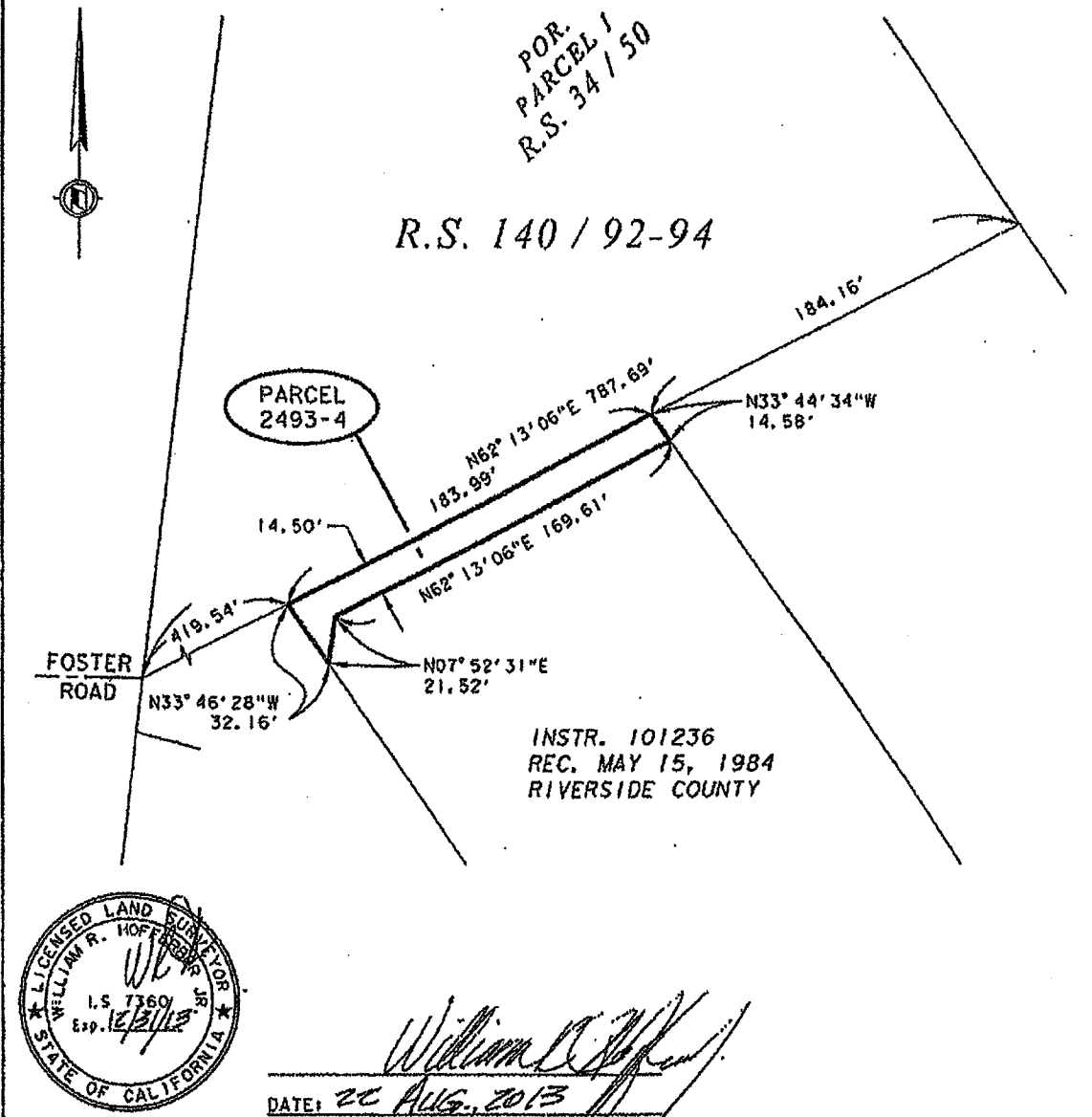

WILLIAM R. HOFFERBER JR.

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

Date: 22 AUG, 2013

Exhibit "B"

ALL OF PARCEL 2493-4 OF RECORD OF SURVEY AS SHOWN IN BOOK 140, PAGES 92 THROUGH 94, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, WITHIN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY.



RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT 1995 MARKET ST. RIVERSIDE, CA. 92501			
PROJECT NAME: TEMESCAL CREEK - FOSTER ROAD STORM DRAIN			
THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.	RCFC PARCEL NUMBER(S): 2493-4	SCALE: NO SCALE	PREPARED BY: DAB
		AUG-12-2013	SHEET NO. 1 OF 1

Lawyers Title

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

DOC # 2015-0479708

10/30/2015 05:00 PM Fees: \$0.00

Page 1 of 7

Recorded in Official Records

County of Riverside

Peter Aldana

Assessor-County Clerk-Recorder

**This document was electronically submitted
to the County of Riverside for recording**
Receipted by: TERESA #134

614676813
NO FEE (GOV. CODE 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

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

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

RCFC Parcel No. 2493-5

EASEMENT DEED

Frank Alvarado Marquez, Jr., Alice Marquez Rodriguez and Eleanor Traches, as Co-Trustees of The Marquez Revocable Living Trust, w/d/t March 12, 1990 who also acquired title as Frank Alvarado Marquez, Jr., Alice Marquez Rodriguez and Eleanor Traches, as Co-Trustees of The Marquez Revocable Living Trust, hereinafter referred to as Grantor, hereby Dedicates in Perpetuity to Riverside County Flood Control and Water Conservation District, herein after referred to as Grantee, an easement for flood control and drainage purposes for the construction, use, repair, reconstruction, inspection, operation and maintenance of storm drain facilities, and all appurtenant works, including ingress and egress thereto, over, under and across that certain real property situated in the County of Riverside, State of California, described in legal description attached hereto as Exhibit "A" and shown in Exhibit "B" and made a part hereof.

The Grantor agrees for themselves, their successors and assigns not to erect, place or maintain, nor to permit the erection, placement, or maintenance of any building, planter boxes, earth fill or other structures except pavement on the above described real property. The Grantee, and its contractors, agents and employees, shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor, the Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

Assessor's Parcel Number: 283-060-008

(Signatures Attached)

Frank Alvarado Marquez, Jr., Alice Marquez Rodriguez and Eleanor Traches, as Co-Trustees of The Marquez Revocable Living Trust, u/d/t March 12, 1990 who also acquired title as Frank Alvarado Marquez, Jr., Alice Marquez Rodriguez and Eleanor Traches, as Co-Trustees of The Marquez Revocable Living Trust

Date: 9-30-15

By: Frank Alvarado Marquez
FRANK ALVARADO MARQUEZ, JR.
Co-Trustee

Date: 9-30-15

By: Alice Marquez Rodriguez
ALICE MARQUEZ RODRIGUEZ
Co-Trustee

Date: 9-30-15

By: Eleanor Traches
ELEANOR TRACHES
Co-Trustee

(Notary Attached)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the easement deed, dated September 30, 2015 from Frank Alvarado Marquez, Jr., Alice Marquez Rodriguez and Eleanor Traches, as Co-Trustees of the Marquez Revocable Living Trust, u/d/t March 12, 1990 who also acquired title as Frank Alvarado Marquez Jr., Alice Marquez Rodriguez and Eleanor Traches, as Co-Trustees of The Marquez Revocable Living Trust, grants to RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic is hereby accepted by the undersigned officer pursuant to authority conferred by resolution of the Board of Supervisors of said District adopted on May 12, 1961, and the Grantee consents to the recordation thereof by its duly authorized officer.

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

Date

10/21/15

By:


WARREN D. WILLIAMS

General Manager-Chief Engineer

Acquisition: Temescal Creek-Foster Road Storm Drain, Stage 1
Project No. 2-0-00493
APN 283-060-008
RCFC Parcel No. 2493-5

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }

COUNTY OF ORANGE }

On September 30, 2015 before me, MARC T. EAGAN Notary
Date Insert Name and Title of the officer

Public, personally appeared FRANK ALVARADO MARQUEZ, JR., ALICE MARQUEZ RODRIGUEZ
and ELEANOR TRACHES

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal,

Signature: Marc T. Eagan



OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signers Name: _____
☐ Corporate Officer - Title(s) _____
☐ Partner - ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

Signers Name: _____
☐ Corporate Officer - Title(s) _____
☐ Partner - ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

Exhibit "A"

Temescal Creek - Foster Road Storm Drain
Parcel 2493-5

All of Parcel 2493-5 of Record of Survey as shown in Book 140, Pages 92 through 94, records of Riverside County, State of California, within the unincorporated territory of Riverside County.




WILLIAM R. HOFFERBER JR.

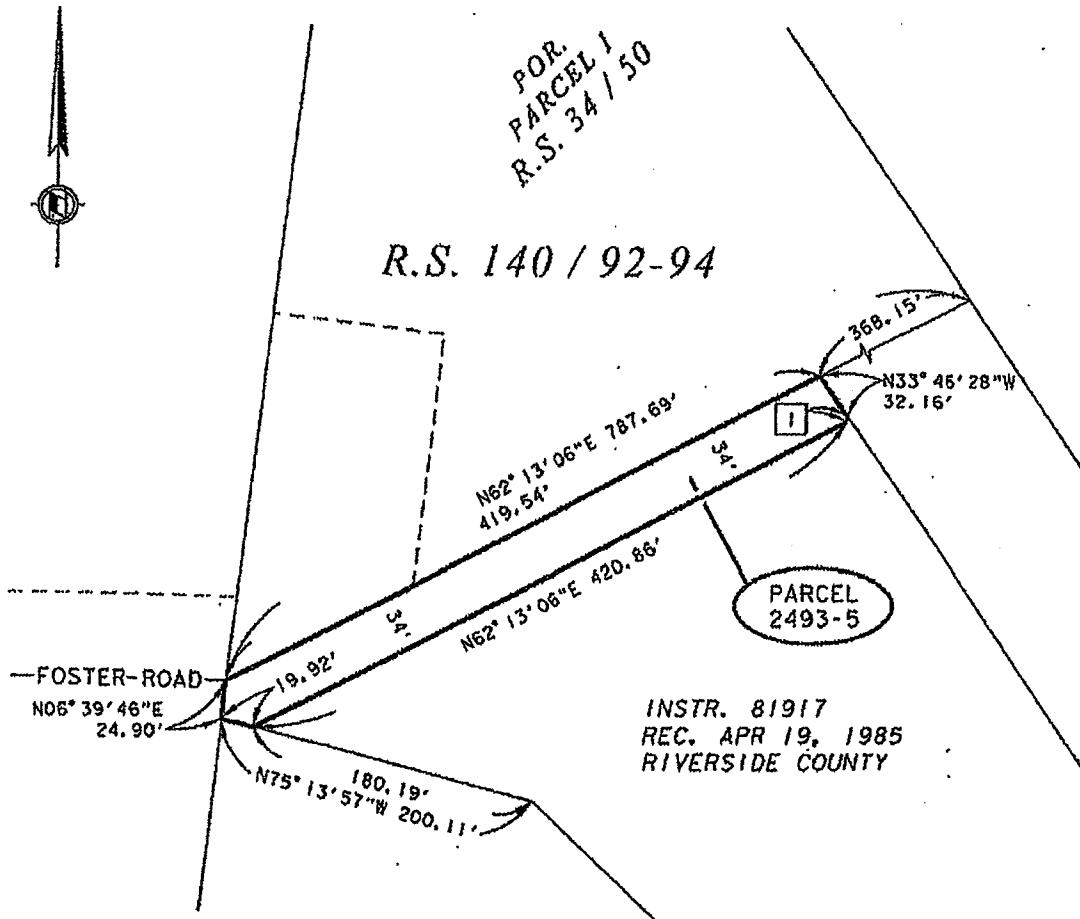
Land Surveyor No. 7360

Signed For: Riverside County Flood Control
and Water Conservation District

Date: 22 AUG, 2013

Exhibit "B"

ALL OF PARCEL 2493-5 OF RECORD OF SURVEY AS SHOWN IN BOOK 140, PAGES 92 THROUGH 94, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, WITHIN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY.



William R. Hoffmann
DATE: 22 AUG, 2013

LINE DATA		
	BEARING	DISTANCE
1	N07°52'31\"E	2.48'

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

PROJECT NAME: TEMESCAL CREEK - FOSTER ROAD STORM DRAIN			
THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.	RCFC PARCEL NUMBER(S): 2493-5	SCALE: NO SCALE	PREPARED BY: DAB
		AUG-12-2013	SHEET NO. 1 OF 1

CERTIFICATE OF POSTING

(Original copy, duly executed, must be attached to
the original document at the time of filing)

I, CECILIA GIL, Board Assistant to the CLERK OF THE BOARD OF SUPERVISORS for the County of Riverside, do hereby certify that I am not a party to the within action or proceeding; that on MARCH 20, 2017, I posted a certified copy of Resolution No. F2017-04, Authorization to Convey Easement Interests in Real Property over portions of Assessor's Parcel Numbers 283-060-028 and 282-210-066 to Riverside-Corona Resource Conservation District, at the following locations:

- Clerk of the Board's Office Lobby –1st Floor, 4080 Lemon St., Riverside, CA 92501
- Outside CAC Building – 4080 Lemon St., Riverside, CA 92501

Board Agenda Date: March 14, 2017 (Item 11.1)

SIGNATURE: _____

Cecilia Gil

Date: _____

03/20/17

CERTIFICATE OF POSTING

(Original copy, duly executed, must be attached to original at the time of filing)

I, Beth DeHayes, Secretary II, do hereby certify that I am
(NAME AND TITLE)

not a party to the within action or proceeding; that on 03/20/17, I posted a
(DATE)
copy of the following document:

**RESOLUTION NO. F2017-04 AUTHORIZATION TO CONVEY EASEMENT INTERESTS IN REAL
PROPERTY OVER PORTIONS OF ASSESSOR'S PARCEL NUMBERS 283-060-028 AND 282-210-066 TO
RIVERSIDE-CORONA RESOURCE CONSERVATION DISTRICT BY CONSERVATION EASEMENT
DEEDS AND APPROVAL OF A LICENSE AGREEMENT TEMESCAL CREEK-FOSTER ROAD STORM
DRAIN, STAGE 1, PROJECT NO. 2-0-00493**

by posting at 1941 California Avenue, Corona, CA 92877.

Beth DeHayes
(Signature)

Gil, Cecilia

From: Swenson, Jason
Sent: Tuesday, March 14, 2017 4:57 PM
To: Gil, Cecilia
Cc: Ver Doorn, Michelle
Subject: RE: Res. F2017-04

11-1 of 03/14/17
posting

Hi Cecilia,

We would like to post one copy at a location closer to the project, so we will take care of posting that one. If you could post the other two in the surrounding areas (described below), we would greatly appreciate it. I would like to post them on the same day, so please let me know what day you are posting.

Also, is it possible to get an electronic version of the Resolution you will be posting so we are posting the same document?

Thank you for all your help,

Jason Swenson
Associate Flood Control Planner
Environmental/Regulatory Services
Riverside County Flood Control and
Water Conservation District
951.955.8082

⚠ Please consider the environment before printing this e-mail.

My email address has now changed to JDSWENSO@RIVCO.ORG, please update your contact list.

From: Ver Doorn, Michelle
Sent: Tuesday, March 14, 2017 4:42 PM
To: Swenson, Jason <JDSwens0@RIVCO.ORG>
Subject: FW: Res. F2017-04

From: Gil, Cecilia
Sent: Tuesday, March 14, 2017 1:59 PM
To: Ver Doorn, Michelle <mverdoor@RIVCO.ORG>
Subject: RE: Res. F2017-04

Michelle,

If we do the Posting, it will only be in the surrounding areas like * Outside the Building, * at the lobby of the COB, and * possibly at the Law Library. Is that okay?

Cecilia Gil