

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



ITEM
11.2
(ID # 7509)

MEETING DATE:
Tuesday, July 31, 2018

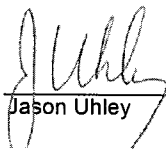
FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Adopt Resolution No. F2018-16 Authorization to Sell and Convey an Easement Interest in District Owned Real Property Located in the San Gorgonio River, in the City of Banning, County of Riverside (Portion APN 534-040-003), to Southern California Edison Company by Easement Deed (Identified as SCE West of Devers Upgrade Project), Project No. 5-0-00020, CEQA Findings of Exemption, District 5. [\$0] (CLERK TO FILE)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the SCE West Devers Upgrade Project (Project) is exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Sections 15312, and 15061 (b)(3); and
2. Adopt Resolution No. F2018-16 authorization to sell and convey an easement interest in Riverside County Flood Control and Water Conservation District (District) real property over a portion of APN 534-040-003 located in the County of Riverside, State of California, to Southern California Edison (SCE) by Easement Deed; and

ACTION: Policy

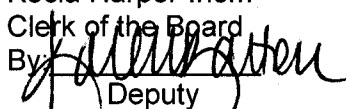

Jason Uhley

7/18/2018

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington and Perez
Nays: None
Absent: Ashley
Date: July 31, 2018
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**

RECOMMENDED MOTION: That the Board of Supervisors:

3. Approve the Agreement for Conveyance of Easement between SCE and the District and authorize the Chairman to execute the same on behalf of the District; and
4. Authorize the Chairman to execute the Easement Deed in favor of SCE; and
5. Authorize the General Manager-Chief Engineer or his designee to execute any other documents and administer all actions necessary to complete the purchase of the easement interest and this transaction; and
6. 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 of the conveyance of the easement interest in District real property.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment:	No
			For Fiscal Year:	18/19

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The District was contacted by SCE to purchase easement rights over District property to facilitate the installation and maintenance of two (2) electric transmission structures and lines including site access. Their easement will be contained within a portion of APN 534-040-003. The necessary right to be granted within the property is an easement for the installation and maintenance of two (2) new electric transmission structures, lines and appurtenances, together with ingress, egress and incidental purposes.

SCE provided the District with an independent appraisal establishing the market value for the easement to be \$3,600. SCE and the District desire to enter into an Agreement for the sale of the easement and to provide the terms and conditions for this transaction. Therefore, the District would like to convey the easement for the described utility purposes to SCE.

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 which it owns where such grant does not interfere with the use of real property for the purposes of the District. Staff has evaluated and determined that the conveyance of the easement interest to SCE will not interfere with the use of the property for the intended purposes of the District.

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
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Pursuant to the California Environmental Quality Act (CEQA), the project was reviewed and determined to be categorically exempt from CEQA. The project is the conveyance of easement interest to SCE and is exempt from CEQA pursuant to the following exemptions:

Section 15312: Class 12 Categorical Exemption, "Surplus Government Property Sales", consists of sales of surplus government property except for parcels of land located in an area of statewide, regional or area-wide concern identified in Section 15206(b)(4). The District has determined that the parcel does not meet any of the significance criteria listed in CEQA guideline §15206(b), and that the proposed project is not of statewide, regional or area-wide significance.

Section 15061(b)(3): The project qualifies for the "General Rule" or "Common Sense Exemption" because it can be seen with certainty that there is no possibility that the proposed project may have a significant effect on the environment. The District is merely vacating an unnecessary flood control easement on undisturbed property. Therefore, a Notice of Exemption was prepared and will be filed with the County Clerk within five days of approving the project.

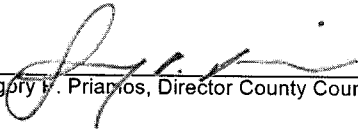
Resolution No. F2018-16 has been approved as to form by County Counsel.

Impact on Residents and Businesses

This project is a conveyance to a quasi-public agency and there is no impact to the Residents or Businesses.

ATTACHMENTS:

1. Resolution No. F2018-16
2. Agreement for Conveyance of Easement
3. Easement Deed for Portion of APN 534-040-003
4. Notice of Exemption and Authorization to Bill
5. Regional Map



Gregory V. Priamos, Director County Counsel 7/19/2018

BOARD OF SUPERVISORS

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

RESOLUTION NO. F2018-16

AUTHORIZATION TO SELL AND CONVEY AN EASEMENT INTEREST IN
DISTRICT OWNED REAL PROPERTY LOCATED IN THE
SAN GORGONIO RIVER, IN THE CITY OF BANNING,
COUNTY OF RIVERSIDE (PORTION APN 534-040-003),
TO SOUTHERN CALIFORNIA EDISON COMPANY BY EASEMENT DEED
(IDENTIFIED AS SCE WEST OF DEVERS UPGRADE PROJECT);
PROJECT NO. 5-0-00020

WHEREAS, the Riverside County Flood Control and Water Conservation District (District) owns
certain real property in fee title within the city of Banning, County of Riverside, State of California, being
legally identified as a portion of APN 534-040-003 (Property) that is a parcel comprised of a portion of the
San Gorgonio River; and

WHEREAS, the Southern California Edison Company (SCE) has requested an easement interest
over the aforementioned Property for the installation and maintenance of two (2) new electric transmission
structures and lines, including site access; and

WHEREAS, these new electrical facilities known as the SCE West of Devers Upgrade Project
(Project) will increase the capacity of electrical transmission that will support the future growth and need in
the area; and

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

WHEREAS, the District has evaluated and determined that the conveyance of the easement interest
to SCE will not interfere with the use of the property for the intended purposes of the District; and

WHEREAS, the District has reviewed the Project and determined that the conveyance of the
easement interest to SCE to install and maintain two (2) new electrical transmission lines and
appurtenances within existing District facilities is consistent with a "Class 12 Categorical Exemption"
pursuant to State CEQA Guidelines Section 15312 for "Surplus Government Property Sales"; and

WHEREAS, the project also qualifies for Section 15061(b)(3) the "General Rule" or "Common
Sense Exemption" because it can be seen with certainty that there is no possibility that the proposed project

FORM APPROVED COUNTY COUNSEL
BY: WESLEY W. STANFIELD
DATE: 7/14/2018

1 may have a significant effect on the environment – the District is merely vacating an unnecessary flood
2 control easement on undisturbed property.

3 NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Board of
4 Supervisors of the District (Board), in regular session assembled on or after July 31, 2018, at or after 9:00
5 a.m., in its meeting room located on the 1st Floor of the County Administrative Center, 4080 Lemon Street,
6 Riverside, California, finds that the environmental impacts of the project have been sufficiently assessed
7 and have been determined that the activity in question will not have a significant effect on the environment;
8 and the proposed action qualifies for a "Class 12 Categorical Exemption" and the "Common Sense
9 Exemption" pursuant to Article 19 of the CEQA, State CEQA Guidelines: Sections 15312 and
10 15061(b)(3), respectfully.

11 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED by a vote of this Board that this
12 Board finds that the proposed easement conveyance would not unreasonably interfere with the use of the
13 Property for the District's purposes.

14 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Board authorizes the
15 conveyance of easement rights for electric transmission lines and access purposes to SCE over District real
16 property described as a portion of APN 534-040-003 as depicted in Attachment "1".

17 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Agreement for
18 Conveyance of Easement between the District and SCE for the easement interest is hereby approved and
19 the Chairman of the Board of the District is authorized to execute the same on behalf of the District.

20 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Chairman of the Board
21 of the District is authorized to execute the Easement Deed on behalf of the District.

22 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the General Manager-
23 Chief Engineer or his designee is authorized to execute any other documents and administer all actions
24 necessary to complete the purchase of the easement interest and this transaction.

25 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Clerk of Board is
26 directed to file the Notice of Exemption with the County Clerk within five (5) working days of approval by
27 the Board.

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3 **RESOLUTION NO. F2018-16**

4 **AUTHORIZATION TO SELL AND CONVEY AN EASEMENT INTEREST IN**
5 **DISTRICT OWNED REAL PROPERTY LOCATED IN THE**
6 **SAN GORGONIO RIVER, IN THE CITY OF BANNING,**
7 **COUNTY OF RIVERSIDE (PORTION APN 534-040-003), TO SOUTHERN**
8 **CALIFORNIA EDISON COMPANY BY EASEMENT DEED**
9 **(IDENTIFIED AS SCE WEST OF DEVERS UPGRADE PROJECT);**
10 **PROJECT NO. 5-0-00020**

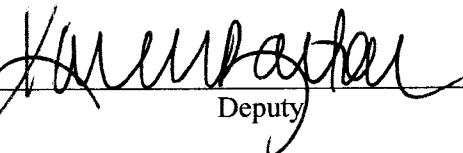
11 ADOPTED by Riverside County Board of Supervisors on July 31, 2018

12 **ROLL CALL:**

13 Ayes: Jeffries, Tavaglione, Washington and Perez
14 Nays: None
15 Absent: Ashley

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

18 **KECIA HARPER-IHEM, Clerk of said Board**

19 By:  Deputy

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Attachment "1"

West of Devers
Acquisitions by Parcel
Segment 5

PLAN: 884-040-003
SHEET: RIVERBIDE COUNTY FLOOD
COUNT
Name of Project: 220 Transmission
Serial: 70785A

- New ROW
 - Acquisition Parcel Boundary
 - Major Transmission Structures
 - Proposed
 - Remove
 - Proposed 220kV OL
 - Existing 220kV
 - Parcel Boundary
 - Right of Way
- Page 6 of 18



Legend



This drawing is prepared by the Edison Electric Institute, Inc. (EEI) for the use of its members. It is not to be used for any other purpose without the express written consent of EEI. The user of this drawing is advised that the user assumes all liability for any and all errors or omissions in this drawing. Edison Electric Institute, Inc. 500 North Dearborn Street, Chicago, Illinois 60610



NOTICE OF EXEMPTION Original Negative Declaration/Notice of

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

Determination was routed to County
Clerks for posting on.

8/2/18
Date

From: Riverside County Flood Control District
1995 Market Street
Riverside, CA 92501
Contact: Joan Valle
Phone: 951.955.8856

KB
Initial

Project Title: SCE Easements (West of Devers) – Noble Creek 5-0-00020

Project Location – City: Banning

Project Location – County: Riverside

The project is located in the city of Banning, and includes approximately 2.2 acres of vacant, undisturbed land on the north bank of the San Gorgonio River. The project affects the following Assessor's Parcel Number (APN) 534-040-003 (RCFC Parcels 5060-2D and 2E). The project is within Township 3 South, Range 1 East, Section 3 of the Cabazon 7.5 Minute US Geological Survey (USGS) Topographic Quadrangle. The properties are located at approximately 33° 56' 47.32" N, 116° 52' 7.63" W (Lat/Long).

Project Description:

Approval and execution of an agreement with Southern California Edison for the sale and purchase of real property easement interest within portions of APN 534-040-003. Southern California Edison has requested the easement to install and maintain two (2) aerial transmission structures, appurtenant lines and guy wires, as well as permanent ingress/egress rights within District property.

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

Public Agency Carrying Out Project: California Public Utility Commission (SCE)

Exempt Status: Categorical Exemption Pursuant to State CEQA Guidelines §15312 and 15061(b)(3)


Reasons Why Project is Exempt: The project qualifies for the following CEQA exemptions:

Section 15312: Class 12 Categorical Exemption, "Surplus Government Property Sales", consists of sales of surplus government property except for parcels of land located in an area of statewide, regional, or area-wide concern identified in Section 15206(b)(4). The Lead Agency (District) has determined that the parcel does not meet any of the significant criteria listed in CEQA guideline §15206(b), and that the proposed project is not of statewide, regional, or area-wide significance.

Section 15061(b)(3): The project qualifies for the "General Rule" or "Common Sense Exemption" because it can be seen with certainty that there is no possibility that the proposed project may have a significant effect on the environment. The District is merely vacating an unnecessary flood control easement on undisturbed property.

The project does not affect a change in the environment. The project will not result in any specific or general exceptions to the validity of the categorical exemptions as detailed under State CEQA Guidelines Section 15300.2. The project will not cause any impacts to scenic resources, historic resources, or unique sensitive environments. Furthermore, no unusual circumstances or potential cumulative impacts would reasonably occur that may create an environmental impact.

Based upon the exemptions identified above, the District hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Lead Agency: 
MEKBIB DEGAGA
Chief of Regulatory Division
Riverside County Flood Control
and Water Conservation District

Date: 5/29/2018

RIVERSIDE COUNTY CLERK-RECORDER

AUTHORIZATION TO BILL

TO BE FILLED OUT BY SUBMITTING AGENCY

DATE: 5/31/2018 BUSINESS UNIT/AGENCY: FLOOD CONTROL - FCARC

ACCOUNTING STRING:

ACCOUNT: 526410 FUND: 25150

DEPT ID: 947490 PROGRAM: _____

AMOUNT: \$50.00

REF: CDFW Filing Fees CEQA Notice of Exemption for SCE Easements (West of Devers) - Noble Creek, Project No. 225-6-6-00020-00-28-9000-000

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

NUMBER OF DOCUMENTS INCLUDED: _____

1

AUTHORIZED BY: Katrine Hansen Ext 54330 

PRESENTED BY: Drew Marshall Ext 54643

CONTACT: Joan Valle Ext 58856

TO BE FILLED OUT BY COUNTY CLERK

ACCEPTED BY: _____

DATE: _____

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

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

SERIAL NO: 70765A
APN(s): 534-040-003
PROJECT: West of Devers Upgrade Project

PURCHASE AND SALE AGREEMENT FOR ACQUISITION OF EASEMENTS

THIS PURCHASE AND SALE AGREEMENT, hereinafter referred to as the "AGREEMENT", is entered into by and between the Southern California Edison Company, a publicly regulated private utility company, (hereinafter called "SCE"), and RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic (hereinafter called "Seller") for acquisition by SCE of certain real property rights hereinafter set forth for the construction, operation and use as part of the West of Devers Upgrade Project (hereinafter called the "Project").

RECITALS

WHEREAS, SCE is in the process of acquiring the necessary real property and property rights for the Project, and has determined that portions of property owned by Seller, identified as Assessor Parcel Number 534-040-003, located in the City of Banning, County of Riverside, State of California (said portions hereinafter called the "Subject Property"), are necessary for the construction and operation of the Project;

WHEREAS, SCE has extended the offer to purchase the Subject Property for the Project as required by and consistent with *Government Code* §7267.2 to the Seller, and Seller acknowledges having received the offer in proper form and content;

WHEREAS, SCE and Seller wish to, by this Agreement, agree to SCE's acquisition, and Seller's sale, of the entirety of the Subject Property, including immediate possession and use of the Subject Property by SCE for the Project as set forth herein.

NOW THEREFORE, IN CONSIDERATION OF ALL THE FOREGOING, THE PARTIES DO HEREBY AGREE AS FOLLOWS:

1. AGREEMENT TO SELL AND PURCHASE. Seller represents and warrants that they, and they alone, own the Subject Property and Seller agrees to sell to SCE, and SCE agrees to purchase from Seller, upon the terms and for the consideration set forth in this Agreement, certain rights to use the property as set forth in Section 5 below.
2. PURCHASE PRICE. The total purchase price for the Subject Property shall be the sum of THREE THOUSAND SIX HUNDRED DOLLARS (\$3,600). The purchase price, shall be payable as set forth below.
3. CONVEYANCE OF TITLE. Seller agrees to convey by easement documents, substantially in the form of Exhibit A attached hereto (the "Easement Documents") to SCE title to the Subject Property (free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, licenses, leases, and taxes), EXCEPT:

JUL 31 2018 11.2

- a. Non-delinquent taxes for the fiscal year in which this transaction closes which shall be cleared and paid in the manner required by Section 4986 of the Revenue and Taxation Code, if unpaid at the close of this transaction.
 - b. Quasi-public utility, public utility, public alley, public street easements and rights of way of record.
4. TITLE INSURANCE POLICY. If SCE so chooses, following recording of said Easement Documents by SCE, to acquire a CLTA Standard Coverage Policy of Title Insurance, SCE agrees to pay the premium charged therefore.
5. TRANSACTION. Seller shall execute and deliver said Easement Documents as referenced in Paragraph 3, above, to SCE's title department concurrently with this Agreement, or as soon as possible thereafter when said Easement Documents are available. SCE's title department shall handle the process of recording the Easement Documents. SCE shall send payment referenced in Paragraph 2 above concurrently with the recording of the Easement Documents. SCE and Seller agree to cooperate and provide any additional instruments as may be reasonably necessary to complete this transaction.

The parties additionally agree:

- a. SCE may pay and deduct from the amount shown in Paragraph 2 above, any amount necessary to satisfy any delinquent taxes together with penalties and interest thereon, and/or delinquent or non-delinquent assessments or bonds except those which title is to be taken subject to in accordance with the terms of this Agreement;
 - b. All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the parties hereto. Any amendment of, or supplement to, this AGREEMENT must be in writing.
6. TRANSACTION COSTS. SCE agrees to pay all transaction costs and fees related to the recording and conveyance of the Easement Documents, including but not limited to recording and title insurance fees incurred in this transaction.
7. POSSESSION AND USE. SCE and Seller acknowledge that SCE is entitled to immediate possession of the Subject Property upon recordation of Easement Documents and payment of the purchase price to Seller ("Effective Date"). SCE shall provide notice of the execution of this Agreement and recordation of Easement Documents via email or facsimile to Seller using the information contained in Section 20 below. SCE and Seller agree that from the Effective Date, and subject to the terms and conditions in the Grant of Easement attached hereto as Exhibit A, SCE shall be entitled to full possession of the Subject Property, to include the right to design, construct and operate the Project, the right to remove and/or demolish any existing improvements within the easement area, and the attendant rights of ingress and egress over lands of the Seller adjacent to the Subject Property until the construction of the Project is complete. Seller also acknowledges that the purchase price in Section 2 above includes all compensation related to the transfer of immediate possession of the Subject Property to SCE as contemplated herein, and no additional compensation claims may be raised.

8. RENTAL AND LEASEHOLD INTEREST. Seller warrants that there are no third parties in possession of any portion of the Subject Property as lessees, tenants at sufferance, trespassers, or invitees, and that there are no oral or written recorded or unrecorded leases or other agreements concerning all or any portion of the Subject Property. Seller further agrees to hold SCE harmless and reimburse SCE for any and all of its losses, costs and expenses occasioned by reason of any lease of said Subject Property held by any tenant of Seller, including the reimbursement of any attorney's fees incurred by SCE to obtain complete possession of the Subject
9. WARRANTIES, REPRESENTATIONS, AND COVENANTS OF SELLER. Seller hereby warrants, represents, and/or covenants to SCE that:
- a. To the best of Seller's knowledge, there are no actions, suits, material claims, mechanics or materialmen liens, legal proceedings, or any other proceedings or claims affecting the Subject Property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign.
 - b. To the best of Seller's knowledge, there are no encroachments onto the Subject Property by improvements on any adjoining property, nor do any buildings or improvements of the Subject Property encroach on other properties.
 - c. Seller shall not do anything which would impair Seller's title to any of the Subject Property during the completion of the acquisition process contemplated herein.
 - d. To the best of Seller's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, or other agreement or instrument to which the Subject Property may be bound.
 - e. Until the closing, Seller shall, upon learning of any fact or condition which would cause any of the warranties and representations in these Warranties, Representations, and Covenants of Seller not to be true as of closing, immediately give written notice of such fact or condition to SCE.
 - f. Seller, at the time of execution of this Agreement, is the sole lawful owner of the Subject Property and has good, clear, and marketable title to the Subject Property. Seller also warrants that Seller has full legal authority to enter into this Agreement, and in so doing is not thereby in violation of any other contract or agreement with any other party. Seller warrants that it has not assigned any of its interests in the Subject Property to any other person or entity, and that it is the sole party with authority to compromise its claims related to the Subject Property.
 - g. Seller shall maintain the Subject Property in good condition and shall perform all of its obligations under any service contracts or other contracts affecting the Subject Property until the Effective Date.

- h. Each of the above warranties and representations is material and is relied upon by SCE separately and collectively. Each of the above representations and warranties shall be deemed to have been made as of the date of execution of this Agreement and shall survive the recording of the Easement Documents.
10. HAZARDOUS WASTE. To the best of Seller's knowledge, neither Seller nor any previous owner, tenant, occupant, or user of the Subject Property used, generated, released, discharged, stored, or disposed of any hazardous waste, toxic substances, or related materials ("Hazardous Materials") on, under, in, or about the Subject Property, or transported any Hazardous Materials to or from the Subject Property. Seller shall not cause or permit the presence, use, generation, release, discharge, storage, or disposal of any Hazardous Materials on, under, in, or about, or the transportation of any Hazardous Materials to or from, the Subject Property. The term "Hazardous Material" shall mean any material or substance which is (i) defined as a "hazardous waste", "extremely hazardous waste", or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material", "hazardous substance", or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) asbestos, (vii) polychlorinated biphenyls, (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ix) designated as a "hazardous substances" pursuant to Section 311 of the Clean Water Act, (33 U.S.C. S1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. S6901 et seq. (42 U.S.C. S6903) or (xi) defined as a "hazardous substances" pursuant to Section 10 I of the Comprehensive Environmental Response, Compensation, and Liability Act, 42. U.S.C. S9601 et seq. (42 U.S.C. S960 I).
11. COMPLIANCE WITH ENVIRONMENTAL LAWS. To the best of Seller's knowledge the Subject Property complies with all applicable laws and governmental regulations including, without limitation, all applicable federal, state, and local laws pertaining to air and water quality, hazardous waste, waste disposal, and other environmental matters, including, but not limited to, the Clean Water, Clean Air, Federal Water Pollution Control, Solid Waste Disposal, Resource Conservation Recovery and Comprehensive Environmental Response Compensation and Liability Acts, and the California Environment Quality Act, and the rules, regulations, and ordinances of the city within which the Subject Property is located, the California Department of Health Services, the Regional Water Quality Control Board, the State Water Resources Control Board, the Environmental Protection Agency, and all applicable federal, state, and local agencies and bureaus.
12. INDEMNITY FROM SELLER. Seller agrees to indemnify, defend and hold SCE harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorneys' fees), resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage, or disposal of any Hazardous Material on, under, in or about, or the

transportation of any such materials to or from the Subject Property caused by Seller, or (ii) the violation by Seller of any statute, ordinance, order, rule, regulation, permit, judgment, or license relating to the use, generation, release, discharge, storage, disposal, or transportation of Hazardous Materials on, under, in, or about, to or from the Subject Property, unless such violation is in any way or part caused by SCE. This indemnity shall include, without limitation, any damage, liability, fine, penalty, punitive damage, cost, or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease, or death, tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, pollution, contamination, leak, spill, release, or other adverse effect on the environment).

13. COUNTERPARTS. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.
14. CONTINGENCY. It is understood and agreed between the parties hereto that the completion of this transaction is contingent upon the specific acceptance and approval of both parties. The execution of this Agreement by both parties constitutes said acceptance and approval.
15. NO BROKERS. SCE and Seller each represents to the other that no brokers have been involved in this transaction. Any party in breach of this provision will indemnify the non-breaching party against any claim, suits, damages and costs incurred or resulting from the claims of any person for any brokerage fee or compensation due in connection with this transaction pursuant to a written agreement made with said claimant.
16. JURISDICTION AND VENUE. This Agreement shall be governed by and constructed in accordance with the laws of the State of California. The parties consent to the jurisdiction of the Riverside County Superior Court, for any and all claims related to this Agreement or the Subject Property.
17. ASSIGNMENT. The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereto.
18. COOPERATION. Each party agrees to cooperate with the other in the closing of this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, additional agreements.
19. ENTIRE AGREEMENT, WAIVER AND MODIFICATION. This Agreement is the entire Agreement between the parties with respect to the subject matter of this Agreement. It supersedes all prior agreements and understandings, whether oral or written, between the parties with respect to the matters contained in this Agreement. Any waiver, modification, consent or acquiescence with respect to any provision of this Agreement shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby. No waiver by any party of any breach hereunder shall be deemed a waiver of any other or subsequent breach.

20. NOTICES. Any notice that either party may or is required to give the other shall be in writing, and shall be either personally delivered or sent by regular U.S. Mail, to all the following addresses:

As to SCE:	Southern California Edison Company Real Properties- Title & Valuation 2 Innovation Way, 2nd Floor Pomona, CA 91768
As to SCE:	Southern California Edison Company Law Department 2244 Walnut Grove Avenue, 3rd Floor Rosemead, CA 91770
As to Seller:	Riverside County Flood Control and Water Conservation District Attn: Ruben Duran 1995 Market Street Riverside, CA 92501
As to Seller Counsel:	Riverside County Counsel Attention: Synthia M. Gunzel 3960 Orange Street, Suite 500 Riverside, CA 92501

21. RECORDING. SCE shall be entitled to record the Easement Documents contemplated herein, along with any Certificate of Acceptance with the Riverside County Recorder's Office.
22. SEVERABILITY. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to either party. Upon such determination that any term or provision is illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the greatest extent possible.
23. CONSTRUCTION. Section headings are solely for the convenience of the parties and are not a part of and shall not be used to interpret this Agreement. The singular form shall include the plural and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to Sections are to this Agreement.
24. AUTHORITY. Each individual executing this Agreement on behalf of an entity represents and warrants that he or she has been authorized to do so by the entity on whose behalf he or she executes this Agreement and that said entity will thereby be obligated to perform the terms of this Agreement.
25. ATTORNEY'S FEES. In the event of suit, arbitration, or other proceeding to enforce,

defend, or interpret the terms of this Agreement, the prevailing party (as defined by *Civil Code* §1717) in any such proceeding shall be entitled to a reasonable award of attorneys' fees from the other party only if the prevailing party has prevailed in a judgment by a court of competent jurisdiction. As used herein, "attorneys' fees" includes all reasonable attorneys' fees actually incurred, reasonable costs for pursuit of discovery, including deposition transcripts, preparation of exhibits, and the like, and all other costs normally recoverable in civil actions.

26. IDENTIFICATION OF SELLER. For purposes of identifying the owner of the Subject Property being acquired by SCE for issuing IRS Form I 099, Seller requests that said Form name the recipient of the funds paid herein as listed on the provided W-9.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year set forth below.

SELLER

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

Dated: JUL 31 2018

By: *Marion Ashley*

Name: Marion V. Ashley

Its: Chairman

ATTEST:
KECIA HARPER-IHEM Clerk
By: *Kecia Harper-Ihem*
DEPUTY

BUYER

**SOUTHERN CALIFORNIA EDISON
COMPANY**

Dated: _____

By: _____
Anjeanette Barrett
Acquisition Project Manager

APPROVED AS TO FORM:

Gregory P. Priamos, County Counsel

By: *[Signature]*
Name: Thomas Oh
Deputy County Counsel
Counsel for Seller

APPROVED AS TO FORM:

By: _____
Keith E. McCullough
Andrew M. Jones
Counsel For SCE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year set forth below.

SELLER

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

Dated: _____

By: _____

Name: _____

Its: _____

BUYER

**SOUTHERN CALIFORNIA EDISON
COMPANY**

Dated: 9/7/18 _____

By:  _____

James Spence, Sr. Manager
Land Acquisition & Government Lands, Real
Properties

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Gregory P. Priamos, County Counsel

 _____

By: _____

Name: Thomas Oh
Deputy County Counsel
Counsel for Seller

Keith E. McCullough
Andrew M. Jones
Counsel For SCE

EXHIBIT A

RECORDING REQUESTED BY
SOUTHERN CALIFORNIA EDISON COMPANY

WHEN RECORDED MAIL TO
SOUTHERN CALIFORNIA EDISON COMPANY
2 INNOVATION WAY, 2ND FLOOR
POMONA, CA 91768
ATTN: TITLE & VALUATION

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT OF EASEMENT

DOCUMENTARY TRANSFER TAX \$ _____ _____ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED _____ OR COMPUTED ON FULL VALUE LESS LIENS AND _____ ENCUMBRANCES REMAINING AT TIME OF SALE	APPROVED REAL PROPERTIES DEPARTMENT BY YM DATE 7/14/2017 PROJECT: WEST OF DEVERS SERVICE ORDER: 801275175 FILE NUMBER: ACQ202998209 SCE DOCUMENT NUMBER: 504305
_____, SO. CAL. EDISON CO. SIGNATURE OF DECLARANT OR AGENT DETERMINING TAX, FIRM NAME	
SERIAL NUMBER: 70765A SEGMENT: 5 LOCATION: CITY OF BANNING APN: 534-040-003	

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter called "**Grantor**", for a valuable consideration, paid by SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation, receipt of which is hereby acknowledged, hereby grant(s), bargain(s), sell(s) and convey(s) unto said **SOUTHERN CALIFORNIA EDISON COMPANY**, a California corporation, its successors and assigns, hereinafter called "**Grantee**", a non-exclusive easement and right of way to construct, operate, use, maintain, inspect, repair, replace, reconstruct, alter, add to, improve and remove, at any time and from time to time, electric lines, consisting of one or more lines of towers, poles and other structures, wires, cables, including ground wires and communication circuits, both overhead and underground, with necessary and convenient foundations, conduits, pullboxes, guy wires and anchors, insulators and cross arms placed on said structures, and other fixtures, appliances and appurtenances connected therewith, necessary or convenient for the construction, operation, regulation, control, grounding and maintenance of electric lines and communication circuits, for the purpose of transmitting, distributing, regulating and controlling electric energy to be used for light, heat, power, communication, and other purposes, in, under, on, over, along and across a strip of land of varied width ("Easement Area") more particularly described on the Exhibit "A" and depicted on Exhibit "B" attached hereto and by this reference made a part hereof, and located within that certain real property of the Grantor, situated in the County of Riverside, State of California.

Grantee shall maintain the Easement Area together with any improvements constructed or installed thereon and associated with Grantee's use of the Easement Area. The operation and maintenance of such improvements and of the Easement Area shall be at Grantee's sole cost and expense.

Grantee shall not use, deposit or permit the use or deposit of any hazardous material or toxic waste or other harmful substances on the Easement Area or on any other real property of Grantor adjacent to the Easement Area other than those nominal substances typically utilized in Grantee's facilities.

Grantor expressly reserves for itself, its successors and its assigns, the right to use the Easement Area or to grant other easements or licenses at the same location so long as such uses do not unreasonably interfere with the rights herein granted.

The Grantee, and its contractors, agents and employees, shall have the right to trim or cut tree roots as may endanger or interfere with said systems and 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 a 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.

Where said Easement Area is under cultivation, said underground cables, wires and conduits shall be laid so that the tops thereof shall be at least 36 inches below the surface of the ground. With respect to any subsurface facilities, structures or equipment installed by Grantee within the Easement Area following the recordation of this Grant of Easement, Grantee shall place identification and location markers of a number, location, and nature reasonably acceptable to Grantor indicating the type, location, and depth of any such subsurface facilities, structures, or equipment.

This Easement is subject to quasi-public utility, public utility, public alley, public street easements and rights of way of record.

Grantee shall comply with all applicable laws, ordinances and regulations, including but not limited to all applicable regulatory, environmental and safety requirements at Grantee's sole cost and expense.

Grantee shall not materially interfere with the use by and operation and activities of Grantor on its property. Grantee shall be responsible for any damage to Grantor's property or that of third parties resulting from any exercise of the rights herein granted, including but not limited to soil erosion, subsidence or damage resulting therefrom. Grantee shall promptly repair and restore to its original condition any of Grantor's property, including, but not limited to, roads, utilities, buildings and fences that may be altered, damaged or destroyed in connection with the exercise of the Grant of Easement or use of the Easement Area

Grantee shall pay all applicable taxes directly imposed against its facilities. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing, signed by the party to be charged.

[Signature Page Follows]

The terms, covenants and conditions of this Grant of Easement shall bind and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee.

EXECUTED this _____ day of _____, 2018.

Grantor:

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

By: _____

Name: Marion V. Ashley

Its: Chairman

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 _____

On _____ before me, _____, a Notary Public, personally appeared

_____, 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 _____

EXHIBIT "A"
LEGAL DESCRIPTION
SERIAL No. 70765A

PARCEL No. 1 TRANSMISSION LINE EASEMENT AREA TO SCE

THAT PORTION OF THE LAND DESCRIBED IN GRANT DEED RECORDED AUGUST 18, 1966 IN BOOK 1966, PAGE 83871, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, LYING WITHIN SECTION 3, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SAN BERNARDINO BASE & MERIDIAN, LOCATED WITHIN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHEAST CORNER OF LOT 106 OF MAP OF PART OF BANNING COLONY LANDS, MAP BOOK 5, PAGE 186 AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 44, PAGES 85 THROUGH 87, RECORDS OF SAID COUNTY;

THENCE ALONG THE EASTERLY LINE OF SAID LAND SOUTH 00°03'20" EAST, 280.62 FEET;

THENCE LEAVING SAID EASTERLY LINE NORTH 61°23'42" WEST, 229.47 FEET;

THENCE SOUTH 66°16'35" WEST, 26.37 FEET;

THENCE NORTH 87°08'59" WEST, 31.57 FEET;

THENCE NORTH 63°29'13" WEST, 32.27 FEET;

THENCE NORTH 31°52'27" WEST, 57.98 FEET;

THENCE NORTH 67°37'41" WEST, 176.02 FEET;

THENCE NORTH 85°52'28" WEST, 804.23 FEET TO THE NORTHERLY LINE OF SAID LAND, SAID LINE ALSO BEING THE NORTHERLY LINE OF SAID SECTION 3;

THENCE SOUTH 89°36'38" EAST, 1,281.30 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 99,920 SQUARE FEET OR 2.29 ACRES, MORE OR LESS.

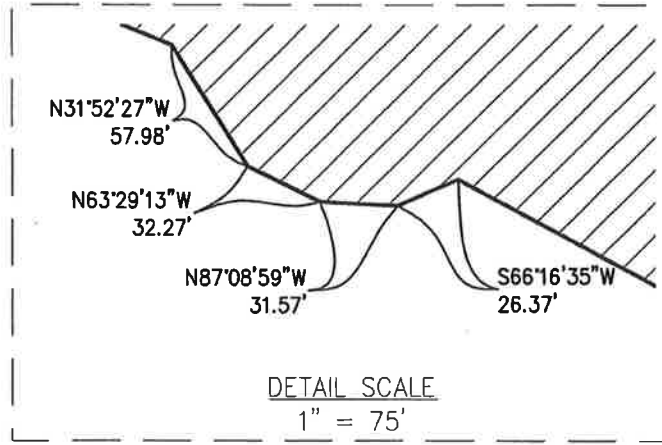
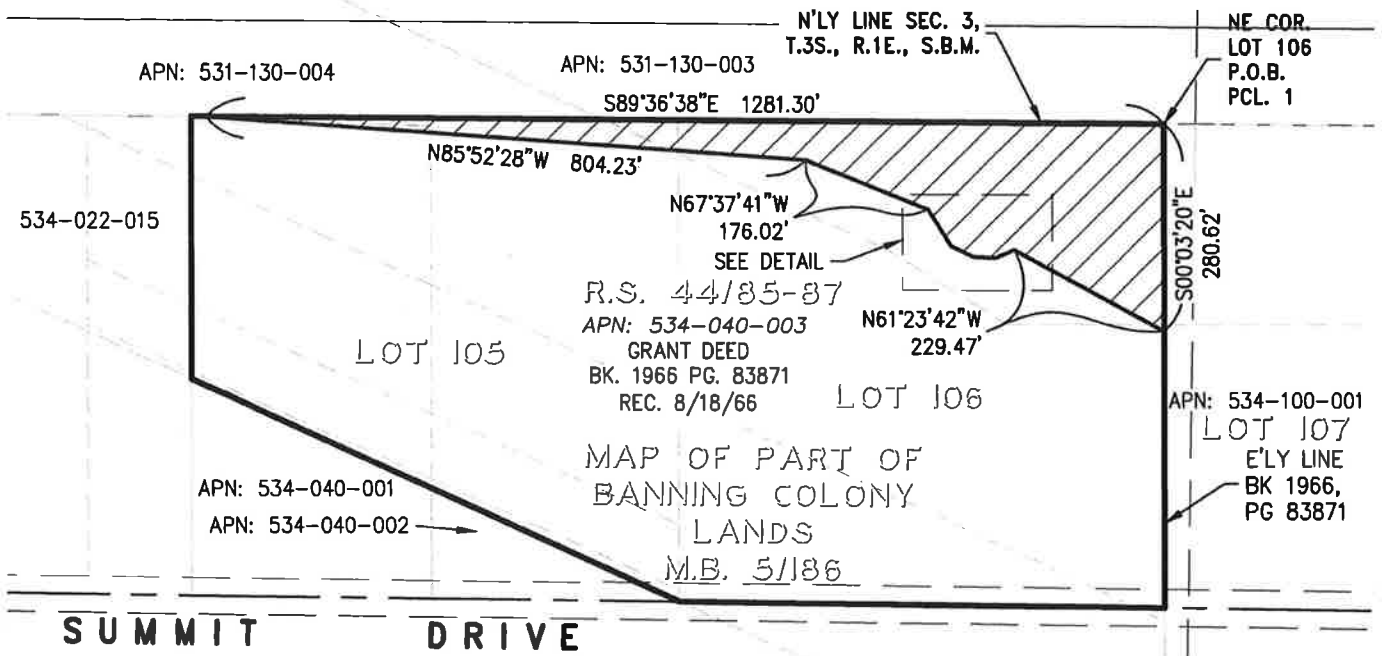
ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERewith AND MADE A PART
HEREOF.


PREPARED BY ME OR UNDER MY DIRECTION


Brian W. Moore DATE 7/18/17
BRIAN W. MOORE, P.L.S. No. 7533
SOUTHERN CALIFORNIA EDISON COMPANY

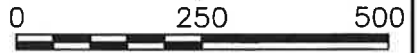


THAT PORTION OF LOT 105 AND 106 OF THE MAP OF PART OF BANNING COLONY LANDS, FILED IN BOOK 5, PAGE 186, OF MAPS, IN THE OFFICE THE COUNTY RECORDER, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.



 LANDS OF GRANTOR
 APN 534-040-003
 Area = 752,916 SqFt = 17.28 Acres

 PARCEL 1, TRANSMISSION LINE EASEMENT AREA
 TO SOUTHERN CALIFORNIA EDISON COMPANY
 Area = 99,920 SqFt = 2.29 Acres



SCALE IN FEET
EXHIBIT "B"

PROJECT NAME: WEST OF DEVERS		7/13/2017 3:10 PM	M.S. 50-110
MAP & F.B. REF: M.B. 5 /186		CITY: BANNING	COUNTY: RIVERSIDE
DRAWN BY: TOWILL, INC.	SURVEYED BY: MULTIPLE CREWS		
DATE: 03/28/2017	TRES: LINDA CHAVEZ	SERIAL NO.: 70765A	CHECKED BY: BRIAN MOORE
WORK ORDER NO.: 801275175	NOTIFICATION NO.: 202998209	File Name: T:\ARCHIVE\DRAWING\ 70765A	.DWG

