

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



ITEM
11.4
(ID # 7524)

MEETING DATE:
Tuesday, July 31, 2018

FROM : FLOOD CONTROL DISTRICT:

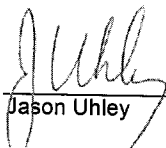
SUBJECT: FLOOD CONTROL DISTRICT: Adoption of Resolution F2018-18 Making Responsible Agency CEQA Findings; Approval of License Agreement Between the Riverside County Flood Control and Water Conservation District and the Riverside County Regional Park and Open-Space District for Salt Creek Channel Trail, Project No. 4-0-00110 (Encroachment Permit No. 3597), District 5. [\$0] (Companion Item to MT Item No. 7597 (13.2))

RECOMMENDED MOTION: That the Board of Supervisors:

1. Adopt Resolution No. F2018-18, Making Responsible Agency Findings Pursuant to the California Environmental Quality Act (CEQA) and Adopting a Mitigation Monitoring and Reporting Program for the Salt Creek Trail Project;
2. Approve the License Agreement between the Riverside County Flood Control and Water Conservation District and the Riverside County Regional Park and Open-Space District (Parks), and authorize the Chairman of the Board to execute the same on behalf of the District;
3. Authorize the General Manager-Chief Engineer, at his sole discretion, to terminate the Agreement in accordance with the terms and conditions of the Agreement;

Prev. Agn. Ref.: MT#5582 3.25 of 11/14/17

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, Parks, Recorder

Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

(Companion Item 13.2)

**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:

4. Direct the Clerk of the Board to return one (1) executed License Agreement to the Riverside County Flood Control and Water Conservation District and one (1) executed License Agreement to the Riverside County Regional Park and Open-Space District; and
5. Direct the Clerk of the Board to file the Notice of Determination with the County Clerk and also with the Governor's Office of Planning and Research within five days of approval by the Board.

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: Parks is funding all construction, inspection, operation and maintenance costs (100%)			Budget Adjustment: No	
			For Fiscal Year: N/A	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The License Agreement sets forth the terms and conditions by which a 4.3-mile segment of the Salt Creek Trail will be constructed, inspected, operated and maintained, at the sole expense of Parks, within the District's Salt Creek Channel right of way. The trail provides certain non-motorized public recreational uses. A portion of the proposed Salt Creek Trail through the City of Menifee will be constructed within the District's maintenance road between Normandy Road on the west and I-215 on the east. Salt Creek Trail project will begin at the intersection of Goetz Road and Canyon Lake Drive then continuing easterly along the channel, passing Interstate 215 to the intersection of Antelope Road and Aldergate Drive.

An Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program were prepared by the County, as the lead agency, on behalf of Parks, and adopted for the Salt Creek Trail Project (Project) by the Board of Supervisors on November 14, 2017 (Item 3.25).

The proposed action consists of the District making certain limited approvals for the Project, including the issuance of an Encroachment Permit and approval of the License Agreement. As indicated in Resolution F2018-18, the District, acting as a responsible agency pursuant to CEQA, considered the Initial Study, Mitigated Negative Declaration, and Mitigation Monitoring and Reporting Program and adopts the required findings and mitigation measures in its limited role as a responsible agency under CEQA. Therefore, the District prepared the attached Notice of Determination (NOD), and requests that the Clerk of the Board file the NOD with the County Clerk within five working days of approval by the Board.

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

County Counsel has approved the Resolution F2018-18 and License Agreement as to legal form. A companion item (Item No. 7597) appears on the Parks' agenda this same date.

Prev. Agn. Ref.: MT#5582 3.25 of 11/14/17

Impact on Residents and Businesses

This project is part of the adopted Salt Creek Trail Project. Upon construction completion, the project will enhance opportunity for pedestrian and bicycle use and will benefit residents and businesses in the area.

SUPPLEMENTAL:

Additional Fiscal Information

All construction, inspection, operation and maintenance costs associated with the trail's components will be borne by Parks. The operation and maintenance of the existing channel will continue to be a District responsibility.

ATTACHMENTS:

1. Resolution No. F2018-18
2. License Agreement
3. Vicinity Map
4. Notice of Determination

AMR:blm
P8/221624



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

2
3 RESOLUTION NO. F2018-18

4 A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
5 RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
6 TO ADOPT RESOLUTION F2018-18, MAKING RESPONSIBLE AGENCY FINDINGS PURSUANT
7 TO CEQA AND ADOPTING A MITIGATION MONITORING AND REPORTING PROGRAM FOR
8 THE SALT CREEK TRAIL PROJECT

9 **WHEREAS**, the Riverside County Flood Control and Water Conservation District, a body politic
10 ("DISTRICT"), is to make certain limited approvals for the Salt Creek Trail Project ("Project"), specifically
11 including issuing an encroachment permit ("Encroachment Permit") to and entering into a licensing
12 agreement ("License Agreement") with the Riverside County Regional Park and Open-Space District, a
13 special district created pursuant to the California Public Resources Code Division 5, Chapter 3, Article 3
14 ("PARKS"); and

15 **WHEREAS**, DISTRICT operates and maintains the Salt Creek Channel (Project No. 4-0-00110),
16 hereinafter called "CHANNEL", principally located in the city of Menifee; and

17 **WHEREAS**, the CHANNEL is an essential and integral part of DISTRICT's regional system of
18 stormwater management infrastructure that provides critical flood control and drainage to the cities of Hemet
19 and Menifee, and adjacent unincorporated areas; and

20 **WHEREAS**, PARKS wishes to construct approximately 22,750 feet (4.3 miles) of multi-purpose
21 trail beginning at the intersection of Goetz Road and Canyon Lake Drive then continuing easterly along
22 CHANNEL passing Interstate 215 to the intersection of Antelope Road and Aldergate Drive, hereinafter
23 called "SALT CREEK TRAIL"; and

24 **WHEREAS**, a portion of SALT CREEK TRAIL is located within the "CHANNEL RIGHT OF
25 WAY", which consists of DISTRICT's existing right of way identified as DISTRICT's Parcel Numbers 4109-
26 500, 4110-30, 4110-31, 4110-101, 4110-102, 4110-103, and 4305-501; that portion of SALT CREEK TRAIL
27 located within CHANNEL RIGHT OF WAY is hereinafter referred to as "TRAIL"; and

28 **WHEREAS**, PARKS has entered into a separate agreement with the County of Riverside

FORM APPROVED COUNTY COUNSEL
BY: THOMAS OH
DATE: 7/18/18

1 ("COUNTY"), on behalf of its Transportation Department, to provide the administration of the funding,
2 environmental documents, improvement plan design, and construction of the TRAIL on behalf of PARKS;
3 and

4 **WHEREAS**, COUNTY's role and responsibilities regarding the TRAIL terminate upon completion
5 of the TRAIL construction, and PARKS desires to assume ownership and responsibility of TRAIL as set
6 forth herein; and

7 **WHEREAS**, PARKS desires to utilize portions of DISTRICT's CHANNEL RIGHT OF WAY for
8 public recreation purposes and certain ancillary uses associated with TRAIL, including walking, jogging, and
9 bicycling as part of the Salt Creek Trail Project; and

10 **WHEREAS**, CHANNEL's flood control function is sporadic in nature and, thus, appropriate non-
11 motorized public recreation may be accommodated within DISTRICT's CHANNEL RIGHT OF WAY to the
12 extent that such uses do not unreasonably interfere with CHANNEL's principal function or DISTRICT's
13 ability to operate and maintain CHANNEL; and

14 **WHEREAS**, subject to the provisions and approval of the Encroachment Permit and License
15 Agreement, DISTRICT is willing to (i) allow PARKS to construct, or cause to be constructed, TRAIL within
16 CHANNEL RIGHT OF WAY; (ii) allow PARKS to operate and maintain said TRAIL; and (iii) allow the
17 public to utilize TRAIL for compatible non-motorized recreational uses; and

18 **WHEREAS**, on November 14, 2017, the COUNTY, as the Lead Agency under CEQA, at a noticed
19 public meeting, reviewed and considered the Initial Study, Mitigated Negative Declaration ("MND"), a
20 Mitigation Monitoring and Reporting Program, the Project, all oral and written comments received, and
21 adopted the Initial Study, MND, and Mitigation Monitoring and Reporting Program, and approved the
22 Project; and

23 **WHEREAS**, the DISTRICT has limited approval and implementing authority over the Project, and
24 therefore, pursuant to Section 15096 of the State CEQA Guidelines, serves only as a responsible agency for
25 the Project; and

26 **WHEREAS**, pursuant to Section 15096 of the State CEQA Guidelines, the DISTRICT, acting as a
27 responsible agency, considered the environmental effects of the Project as evaluated in the prior Initial Study
28 and MND and determined the Initial Study and MND to be adequate as certified by the COUNTY because

1 it adequately analyzes the potential environmental impacts associated with the DISTRICT's limited role as a
2 responsible agency in the implementation of the Project; and

3 **WHEREAS**, all other legal prerequisites to the adoption of this Resolution have occurred.

4 **NOW THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED** by the Board of
5 Supervisors of the Riverside County Flood Control and Water Conservation District assembled in regular
6 session on July 31, 2018 in the meeting room of the Board of Supervisors located on the 1st Floor of the
7 County Administrative Center, 4080 Lemon Street, Riverside, California, based upon the evidence and
8 testimony presented on the matter, both written and oral, including the Initial Study and MND as it relates to
9 the Encroachment Permit and License Agreement, does hereby make the following findings and resolutions:

10 **SECTION 1. CEQA Actions.**

11 (a) Consideration of the Initial Study, Mitigated Negative Declaration and Adoption of
12 Findings Regarding CEQA Compliance. As the decision-making body for the DISTRICT, and in the
13 DISTRICT's limited role as a responsible agency under CEQA, the Board has received, reviewed,
14 and considered the information contained in the Initial Study and Mitigated Negative Declaration for
15 the Salt Creek Trail Project, all comment letters, and other related documents (collectively, the
16 "Documents"). The Encroachment Permit and License Agreement are within the scope of the
17 Documents, and taken together, the environmental effects of the Project have been adequately
18 addressed in the Documents. Based on this review, the Board finds that, as to those potential
19 environmental impacts within the DISTRICT powers and authorities as responsible agency, that the
20 Initial Study and Mitigated Negative Declaration for the Project contains a complete, objective, and
21 adequate reporting of those potential impacts and reflects the independent judgment and analysis of
22 the DISTRICT.

23 (b) CEQA Findings on Environmental Impacts. In its limited role as a responsible agency
24 under CEQA, the Board finds that the Project will not have any significant environmental impacts.
25 The Board further finds that the mitigation measures imposed by the Lead Agency are sufficient to
26 reduce all potentially significant impacts to a level of less than significant. As such, the Board concurs
27 with the environmental findings adopted by the Lead Agency, and therefore the DISTRICT adopts
28 those findings as its own and incorporates them herein.

1 (c) Adoption of Mitigation Monitoring and Reporting Program. The Board hereby approves
2 and adopts the Mitigation Monitoring and Reporting Program as it relates to the Encroachment Permit
3 and License Agreement which was prepared for the Project and approved by the Lead Agency.

4 **SECTION 3. Approval of the Project**. As required by State CEQA Guidelines Section 15096 and in
5 its limited role as a responsible agency under CEQA, the Board hereby approves the Project.

6 **SECTION 4. Notice of Determination**. The Board hereby directs the Clerk of the Board to file a
7 Notice of Determination with the Riverside County Clerk and also with the Governor's Office of
8 Planning and Research within five (5) working days of the approval of the Project.

9 **SECTION 5. Custodian of Records**. The documents and materials that constitute the record of
10 proceedings on which these findings are based are located at the offices of the Clerk of the Board of
11 Supervisors for the District at 4080 Lemon Street, 1st Floor, Riverside, CA 92501 and the District
12 Office, 1995 Market Street, Riverside, CA 92501.

13 **SECTION 6. Execution of Resolution**. The Clerk of the Board shall sign this Resolution to attest
14 and certify to the passage and adoption thereof.

15
16 ROLL CALL:

17 Ayes: Jeffries, Tavaglione, Washington and Perez
18 Nays: None
19 Absent: Ashley

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

22 KECIA HARPER-IHEM, Clerk of said Board

23 By  _____
24 Deputy

25
26
27
28

SALT CREEK TRAIL
Project No. 4-0-00010

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EXHIBIT A

LEGEND

- TRAIL WITHIN DISTRICT'S R/W
- TRAIL OUTSIDE DISTRICT'S R/W
- SALT CREEK CHANNEL



LICENSE AGREEMENT

Salt Creek Channel

Project No. 4-0-00110

Encroachment Permit No. 3597

The Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), and the Riverside County Regional Park and Open-Space District, a special district created pursuant to the California Public Resources Code Division 5, Chapter 3, Article 3 ("PARKS"), hereby agree as follows:

RECITALS

- A. The Salt Creek Trail will ultimately be a 16-mile multi-purpose regional trail envisioned to serve western Riverside County from the City of Hemet through the incorporated community of Winchester and the City of Menifee to the City of Canyon Lake; and
- B. DISTRICT operates and maintains Salt Creek Channel (Project No. 4-0-00110), hereinafter called "CHANNEL", principally located in the city of Menifee; and
- C. CHANNEL is an essential and integral part of DISTRICT's regional system of stormwater management infrastructure that provides critical flood control and drainage to the Cities of Hemet and Menifee, and adjacent unincorporated areas; and
- D. PARKS wishes to construct approximately 22,750 feet (4.3-miles) of multi-purpose trail, beginning at the intersection of Goetz Road and Canyon Lake Drive then continuing easterly along CHANNEL passing the Interstate 215 Freeway to the intersection of Antelope Road and Aldergate Drive, hereinafter called "SALT CREEK TRAIL" as shown in concept on Exhibit A, attached hereto and made a part hereof; and
- E. Portion of SALT CREEK TRAIL is located within "CHANNEL RIGHT OF WAY", which consists of DISTRICT's existing right of way identified as DISTRICT's Parcel Numbers 4109-500, 4110-30, 4110-31, 4110-101, 4110-102, 4110-103 and 4305-501; and

CHANNEL RIGHT OF WAY constitutes a reach of CHANNEL. The portion of SALT CREEK TRAIL located within CHANNEL RIGHT OF WAY is hereinafter referred to as "TRAIL"; and

F. On November 14, 2017, the County of Riverside as the lead agency under CEQA, at a noticed public meeting, reviewed and considered the Initial Study, Mitigated Negative Declaration, a Mitigation Monitoring and Reporting Program, the Project, all oral and written comments received, and approved the same and the SALT CREEK TRAIL; and

G. PARKS has entered into a separate agreement with the County of Riverside ("COUNTY"), on behalf of its Transportation Department, to provide the administration of the funding, environmental documents, improvement plan design and construction of the TRAIL on behalf of PARKS. COUNTY's role and responsibilities regarding the TRAIL terminates upon completion of the TRAIL construction, and PARKS desires to assume ownership and responsibility of TRAIL as set forth herein; and

H. PARKS desires to utilize portions of DISTRICT's CHANNEL RIGHT OF WAY, for public recreation purposes and certain ancillary uses associated with TRAIL, including walking, jogging and bicycling as part of the Salt Creek Trail Project; and

I. CHANNEL's flood control function is sporadic in nature and thus, appropriate non-motorized public recreation may be accommodated within DISTRICT's CHANNEL RIGHT OF WAY to the extent that such uses do not unreasonably interfere with CHANNEL's principal function or DISTRICT's ability to operate and maintain CHANNEL; and

J. Subject to the provisions of this License Agreement, DISTRICT is willing to (i) allow PARKS to construct, or cause to be constructed, TRAIL within CHANNEL RIGHT OF WAY, (ii) allow PARKS to operate and maintain said TRAIL, and (iii) allow the public to utilize TRAIL for compatible non-motorized recreational uses; and

K. In accordance with the provisions of this License Agreement, PARKS is willing to (i) prepare or cause to be prepared, plans and specifications for TRAIL and submit to

DISTRICT for its review and written approval, (ii) cause the construction, inspection, operation and maintenance of TRAIL at no cost to DISTRICT, (iii) conduct periodic safety inspections of TRAIL, and (iv) indemnify, defend and hold DISTRICT harmless from any claims arising from public's use of TRAIL or PARKS' responsibilities in connection therewith or the condition thereof; and

L. It is in the public interest to proceed with this License Agreement.

NOW, THEREFORE, the parties hereto mutually agree as follows:

SECTION I

PARKS shall:

1. Pursuant to the California Environmental Quality Act (CEQA), act as responsible agency under CEQA, taking all necessary and appropriate action to comply with CEQA.
2. Prior to constructing any improvements or performing any physical modifications within CHANNEL RIGHT OF WAY, prepare, or cause to be prepared, plans and specifications for TRAIL, hereinafter together called "IMPROVEMENT PLANS", and submit to DISTRICT for review and written approval.
3. Secure, at its sole costs and expense, all necessary permits, approvals, licenses or agreements as may be required by any federal, state or local resource or regulatory agencies, as may be needed to operate and maintain TRAIL.
4. Obtain an encroachment permit for construction of the improvements from DISTRICT, pursuant to its rules and regulations and comply with all provisions set forth therein, prior to commencing construction of TRAIL or any other improvements within CHANNEL RIGHT OF WAY.
5. Prior to commencing construction, furnish DISTRICT with copies of all permits, approvals or agreements as may be required by any federal, state or local resource and/or

regulatory agencies for the construction, inspection, operation and maintenance of TRAIL. Such documents, include but are not limited to those issued by the U.S. Fish and Wildlife Service, U.S. Army Corps of Engineers, California Regional Water Quality Control Board, California Department of Fish and Wildlife, the State Water Resources Control Board and Western Riverside County Regional Conservation Authority ("REGULATORY PERMITS").

6. Assume sole responsibility for compliance with the requirements of all REGULATORY PERMITS, including any amendments thereto, pertaining to the construction, inspection, operation and maintenance of TRAIL.

7. Ensure that REGULATORY PERMITS, including any subsequent renewal or amendments thereto, will not (i) unreasonably impede DISTRICT's ability to perform all necessary operation and maintenance activities for CHANNEL as determined by DISTRICT, or (ii) include any stipulations that would result in additional mitigation obligations being placed upon DISTRICT for maintenance operations within CHANNEL RIGHT OF WAY.

8. Cause TRAIL to be constructed, in accordance with IMPROVEMENT PLANS approved by DISTRICT, and pay all costs associated therewith.

9. Not permit any change to, or modification of, DISTRICT approved IMPROVEMENT PLANS without the prior written permission and consent of DISTRICT, which shall not be unreasonably withheld.

10. Obtain a new encroachment permit from DISTRICT if any subsequent modifications are needed to TRAIL.

11. Assume sole responsibility for the design, construction, inspection, operation and maintenance of TRAIL, including all necessary modifications, repairs, corrections or temporary removal as reasonably deemed necessary by DISTRICT for the continuing function, reconstruction, repair or operation and maintenance of CHANNEL.

12. Within CHANNEL RIGHT OF WAY, (i) assume sole responsibility for the inspection, operation and maintenance of all PARKS constructed improvements, including but not limited to, performing all necessary repairs and the routine removal of trash and debris associated with PARKS' and public use of CHANNEL RIGHT OF WAY, and (ii) assume all liability associated with the recreational use of CHANNEL RIGHT OF WAY including claims of third persons for injury or death or damage to property. Said obligation shall not include any inverse condemnation liability of DISTRICT by reason of the location of CHANNEL or TRAIL improvements thereto unless such liability is the result of PARKS' operations or use of the property by the public pursuant to PARKS' actual or tacit consent.

13. Ensure the safety of the public who may utilize CHANNEL RIGHT OF WAY by conducting periodic safety inspections and promptly making repairs that are necessary to safeguard the public and its use thereof.

14. Promptly repair any damage to CHANNEL resulting from the public or PARKS' use of CHANNEL RIGHT OF WAY under the license granted herein unless such damage is caused by flooding, or is the result of DISTRICT's customary operation, maintenance or improvements to its facilities located therein.

15. Waive any claim against DISTRICT for damages to TRAIL resulting from DISTRICT's operation and maintenance activities performed within CHANNEL RIGHT OF WAY or its appurtenant works, including any natural calamity, act of God, or any cause or conditions beyond the control of DISTRICT, save and except damages resulting from DISTRICT's active negligence or willful misconduct.

16. Immediately remove, upon written request by DISTRICT's General Manager-Chief Engineer, any improvements and/or equipment not previously approved by DISTRICT or cease use where PARKS has installed any such improvements and/or equipment or PARKS has used or allowed use of CHANNEL RIGHT OF WAY in a manner which, in the

sole opinion of DISTRICT's General Manager-Chief Engineer, would be detrimental to the operation of CHANNEL.

17. If in the opinion of the General Manager-Chief Engineer, the public's use of CHANNEL RIGHT OF WAY may cause or contribute to a public hazard, a public nuisance, degradation of water quality or any other matter of substantial concern to the DISTRICT, the DISTRICT reserves the right to require remediation and, if remediation is unsuccessful, to terminate this License Agreement.

18. Indemnify and hold harmless DISTRICT and the County of Riverside (including their respective directors, officers, Board of Supervisors, elected and appointed officials, agents, employees, representatives, independent contractors, and subcontractors) (collectively, the "Indemnitees") from any liability whatsoever, based or asserted upon any act or omission of PARKS (including its directors, officers, Board of Directors, elected and appointed officials, agents, employees, representatives, independent contractors, and subcontractors), arising from, related to or in any manner connected with PARKS' use and responsibilities in connection therewith of CHANNEL RIGHT OF WAY or the condition thereof or with any utility relocations authorized under Section II.6 below, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever. PARKS shall defend, at its sole expense, all costs and fees including but not limited to, attorneys' fees, cost of investigation, defense and settlements or awards, Indemnitees in any claim or legal action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by PARKS, PARKS shall, at its sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of Indemnitees; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes PARKS' indemnification of Indemnitees as set forth

herein. PARKS' obligation hereunder shall be satisfied when PARKS has provided to DISTRICT and County of Riverside the appropriate form of dismissal relieving Indemnites from any liability for the action or claim involved. The specified insurance limits required in this License shall in no way limit or circumscribe PARKS' obligations to indemnify and hold harmless the Indemnites herein from third party claims.

19. PARKS shall not permit to be placed against CHANNEL RIGHT OF WAY or any part thereof, any design professionals', mechanics', material man's, contractors' or subcontractors' liens with regard to PARKS' actions upon CHANNEL RIGHT OF WAY. PARKS agrees to hold DISTRICT and County of Riverside harmless for any loss or expense, including reasonable attorneys' fees, arising from any such liens which might be filed against CHANNEL RIGHT OF WAY.

SECTION II

DISTRICT shall:

1. Act as a responsible agency under CEQA, taking all necessary and appropriate action to comply with CEQA.
2. Review, comment and approve, as appropriate, IMPROVEMENT PLANS prior to the start of TRAIL construction.
3. Review, comment and approve, as appropriate, on all REGULATORY PERMITS, including any subsequent renewal or amendments thereto, prior to final execution or acceptance by PARKS.
4. Upon DISTRICT approval of IMPROVEMENT PLANS and REGULATORY PERMITS, as appropriate, issue an encroachment permit ("Encroachment Permit") for the construction of TRAIL in accordance with DISTRICT approved IMPROVEMENT PLANS and subject to the provisions set forth in DISTRICT's Encroachment Permit.

5. Grant PARKS a license, as described in this License Agreement, to enter onto CHANNEL RIGHT OF WAY for the construction and ongoing operation and maintenance of TRAIL and to utilize that portion of CHANNEL RIGHT OF WAY for public recreation purposes, including the right to enter and have access to all means of ingress and egress upon CHANNEL RIGHT OF WAY where appropriate or designated for said purposes, provided that PARKS' activities do not, in any way whatsoever, unreasonably impair CHANNEL's primary flood control purpose and function or otherwise interfere with DISTRICT's ability to operate, maintain, repair or reconstruct CHANNEL or any of its appurtenant works. Said license may be revoked by DISTRICT in the event that said uses unduly compromise CHANNEL's primary flood control purpose and function or unreasonably interfere with DISTRICT's ability to operate and maintain CHANNEL, as determined in DISTRICT's sole discretion. It is expressly understood that this license is exclusive and does not in any way whatsoever grant or convey any permanent easement, lease, fee, or other real property interest in CHANNEL RIGHT OF WAY to PARKS.

6. Grant PARKS and COUNTY authority to order utility relocations on behalf of DISTRICT as set forth in the plans approved by DISTRICT. Such utility relocations shall be at no cost or expense to DISTRICT.

7. Provide PARKS with written notice of (i) any non-compatible use or condition that is not in conformity with the provisions of this License Agreement, or (ii) any condition which, in the sole opinion of DISTRICT's General Manager-Chief Engineer, could adversely affect the primary flood control function of CHANNEL or DISTRICT's ability to operate and maintain CHANNEL, and grant PARKS thirty (30) days from and after such notice to correct any such nonconforming use or condition.

8. Continue to maintain CHANNEL's structural integrity, including but not limited to lines and grades, inlets, fencing and ramps to such an extent that CHANNEL continues to function as a flood control facility at its design level.

9. Assume no responsibility, obligation, or liability whatsoever, for (i) the design, construction, inspection, operation and maintenance of TRAIL, or (ii) PARKS' and public's use of CHANNEL RIGHT OF WAY as granted herein, unless done so expressly in writing approved by both parties as an amendment to this License Agreement.

10. Should DISTRICT determine that a closure of TRAIL for the purpose of operation, maintenance or construction is necessary, DISTRICT shall provide thirty (30) days' notice to PARKS of such closure.

11. Indemnify and hold harmless PARKS (including its directors, officers, Board of Directors, elected and appointed officials, agents, employees, representatives, independent contractors, and subcontractors) from any liability whatsoever, based or asserted upon any act or omission of DISTRICT (including its directors, officers, Board of Supervisors, elected and appointed officials, agents, employees, representatives, independent contractors, and subcontractors), arising from, related to or in any manner connected with DISTRICT's use and responsibilities in connection therewith of CHANNEL RIGHT OF WAY or the condition thereof, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever. DISTRICT shall defend, at its sole expense, all costs and fees including but not limited to, attorneys' fees, cost of investigation, defense and settlements or awards, PARKS (including its directors, officers, Board of Directors, elected and appointed officials, agents, employees, representatives, independent contractors, and subcontractors) in any claim or legal action based upon such alleged acts or omissions.

SECTION III

It is further mutually agreed:

1. The term of this License Agreement shall commence on the date this License Agreement is executed by all parties hereto and shall continue thereafter, unless and until terminated earlier as set forth herein.

2. DISTRICT reserves the right to terminate this License Agreement without cause and any encroachment permit issued thereto upon sixty (60) days advance written notice to PARKS. DISTRICT also reserves the right to terminate this License Agreement and any encroachment permit issued thereto, if based on any ground permitted under this License Agreement, DISTRICT determines that PARKS' or public use of CHANNEL RIGHT OF WAY is not compatible with CHANNEL's primary flood control purpose or function.

3. TRAIL shall, at all times, remain under the sole ownership and exclusive responsibility of PARKS. Nothing herein shall be construed as creating any obligation or responsibility on the part of DISTRICT to inspect, operate, maintain or warranty TRAIL.

4. Except as otherwise provided herein, all initial construction work associated with TRAIL shall be inspected by PARKS and shall not be deemed complete until approved and accepted as complete by PARKS.

5. As set forth herein, all maintenance and/or modification(s) to TRAIL shall be the sole responsibility of PARKS and PARKS shall pay all costs associated therewith.

6. DISTRICT personnel may observe and inspect all work being done on TRAIL. It is further mutually agreed by the parties hereto that any quality control comments shall be provided to PARKS personnel who, as PARKS construction contract administrator, shall be solely responsible for all official communications with its construction contractor(s).

7. Any waiver by DISTRICT or by PARKS of any breach of any one or more of the terms of this License Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof. Failure on the part of DISTRICT or PARKS to require exact, full and complete compliance with any terms of this License Agreement

shall not be construed as in any manner changing the terms hereof, or estopping DISTRICT or PARKS from enforcement hereof.

8. If any provision in this License Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

9. This License Agreement is to be construed in accordance with the laws of the State of California.

10. Any and all notices sent or required to be sent to the parties of this License Agreement will be mailed by first class mail, postage prepaid, to the following addresses:

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
1995 Market Street
Riverside, CA 92501
Attn: Operations and Maintenance Division

RIVERSIDE COUNTY REGIONAL
PARK & OPEN-SPACE DISTRICT
4600 Crestmore Road
Jurupa Valley, CA 92509-6858
Attn: General Manager

11. Any action at law or in equity brought by any of the parties hereto for the purpose of enforcing a right or rights provided for by this License Agreement, shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.

12. This License Agreement is the result of negotiations between the parties hereto and the advice and assistance of their respective counsel. The fact that this License Agreement was prepared as a matter of convenience by DISTRICT shall have no import or significance. Any uncertainty or ambiguity in this License Agreement shall not be construed against DISTRICT because DISTRICT prepared this License Agreement in its final form.

13. This License Agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and

contemporaneous agreements and understandings, oral or written, in connection therewith. This License Agreement may be changed or modified only upon the written consent of the parties hereto.

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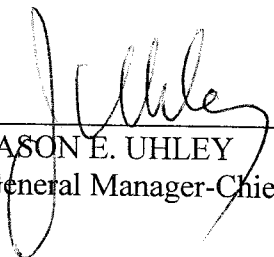
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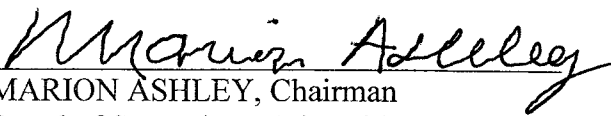
IN WITNESS WHEREOF, the parties hereto have executed this License Agreement on

JUL 31 2018
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

By 
JASON E. UHLEY
General Manager-Chief Engineer

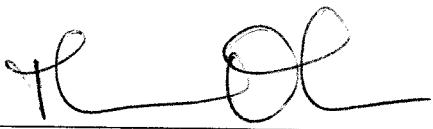
By 
MARION ASHLEY, Chairman
Board of Supervisors, Riverside County Flood
Control and Water Conservation District

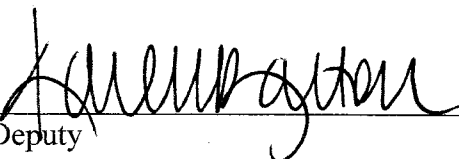
APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By 
THOMAS OH
Deputy County Counsel

By 
Deputy

(SEAL)

License Agreement w/ Riverside County Regional Park and Open-Space District
Salt Creek Channel
Project No. 4-0-00110
Encroachment Permit No. 3597
AMR:blm
07/03/18


RECOMMENDED FOR APPROVAL:

By


SCOTT BANGLE
General Manager

RIVERSIDE COUNTY REGIONAL PARK &
OPEN-SPACE DISTRICT

By


~~KEVIN JEFFRIES~~
Chairman, Board of Directors
CHUCK WASHINGTON

APPROVED AS TO FORM:

GREGORY P. PRIAMOS
County Counsel

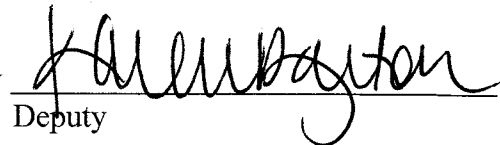
By


WESLEY W. STANFIELD
Deputy County Counsel

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

By


Deputy

(SEAL)

License Agreement w/ Riverside County Regional Park and Open-Space District
Salt Creek Channel
Project No. 4-0-00110
Encroachment Permit No. 3597
AMR:blm
07/03/18

SALT CREEK TRAIL
Project No. 4-0-00010


215

NORMANDY RD

LEGEND

- TRAIL WITHIN DISTRICT'S R/W
- TRAIL OUTSIDE DISTRICT'S R/W
- SALT CREEK CHANNEL

EXHIBIT A



NOTICE OF DETERMINATION

To: **Office of Planning and Research**
 P.O. Box 3044
 Sacramento, CA 95812-3044

Responsible Agency: Riverside County Flood Control and Water Conservation District
 1995 Market Street
 Riverside, CA 92501
 Contact: Drew Marshall, 951.955.4643

Riverside County Clerk
 2724 Gateway Drive
 Riverside, CA 92507
 Original Negative Declaration/Notice of Determination was routed to County Clerks for posting on.

Lead Agency: Riverside County Transportation Dept.
 4080 Lemon Street
 Riverside, CA 92501
 Contact: Cathy Wampler, 951.955.6880

8/2/18 KB
 Date Initial

Subject: Filing of Notice of Determination in compliance with Section 21152 of the Public Resources Code

State Clearinghouse Number: 2017081016

Project Title: Salt Creek Trail Project Encroachment Permit and Licensing Agreement

Project Location: The project is located within existing District right of way for Salt Creek Channel between Antelope Road and Goetz Road in the city of Menifee, Riverside County. The project can be found in Township 5 South, Range 3 West, Sections 32, 33 and 34, and Township 6 South, Range 3 West, Sections 5 and 6 of the Romoland USGS 7.5 Series Topographic Quadrangle map.

Project Description: The project involves the construction and operation of two segments of the Salt Creek Trail, which generally follows the alignment of the existing Salt Creek flood control channel. The western segment of the trail spans approximately 22,750 feet (4.3 miles). The trail will provide connections between cities, communities, commercial areas, schools and recreational facilities in the Menifee area. The Riverside County Flood Control and Water Conservation District (Flood Control) is to make certain limited approvals for the project, specifically including issuing an encroachment permit ("Encroachment Permit") and entering into a licensing agreement ("License Agreement") with the Riverside County Regional Park and Open-Space District (Parks). The Encroachment Permit and Licensing Agreement will allow Parks to construct, operate and maintain the portion of the trail located within Flood Control property, while Flood Control will continue normal operation and maintenance of the adjacent channel.

CEQA Determination: This is to advise that the Riverside County Flood Control and Water Conservation District, acting as a responsible agency by issuing an Encroachment Permit and entering into a licensing agreement for the project, has considered the Initial Study and Mitigated Negative Declaration adopted by the Riverside County Board of Supervisors on November 14, 2017 and has made the following determinations regarding the project:

1. The County of Riverside is the Lead Agency on the project.
2. The District considered the environmental documents as prepared by the County of Riverside.
3. The project will not have a significant effect on the environment.
4. A Mitigated Negative Declaration was adopted by the Lead Agency pursuant to the provisions of CEQA.
5. Mitigation measures were made a condition of the approval of the project.
6. A mitigation monitoring plan/program was adopted for the project.
7. A Statement of Overriding Considerations was not adopted for this project.
8. Findings were made pursuant to the provisions of CEQA.

Documents Available for Review: This is to certify that the records of this project's approval are available to the general public at: Riverside County Flood Control and Water Conservation District, 1995 Market Street, Riverside, CA 92501.

Lead Agency Signature: Joan Valle **Date:** 7-18-18
 JOAN VALLE, Senior Flood Control Planner
 Riverside County Flood Control
 and Water Conservation District

RIVERSIDE COUNTY CLERK-RECORDER

AUTHORIZATION TO BILL

TO BE FILLED OUT BY SUBMITTING AGENCY

DATE: 07/18/2018

BUSINESS UNIT/AGENCY: FLOOD CONTROL - FCARC

ACCOUNTING STRING:

ACCOUNT: 526410

FUND: 25120

DEPT ID: 947420

PROGRAM:

AMOUNT: \$50.00

REF:

CDFW Filing Fees CEQA Notice of Determination for Salt Creek Trail Project Licensing Agreement. Project No. 138-0-7-03597-00-00-0000-811

Please only Bill Flood for \$50.00. The MND fee was paid for this project (SCH # 2017081016)

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

NUMBER OF DOCUMENTS INCLUDED:

1

AUTHORIZED BY:

KARINNE 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):