

**SUBMITTAL TO THE BOARD OF DIRECTORS  
RIVERSIDE COUNTY REGIONAL PARK  
AND OPEN-SPACE DISTRICT  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM**  
13.1  
(ID # 7606)

**MEETING DATE:**  
Tuesday, July 31, 2018


**FROM :** REGIONAL PARK & OPEN SPACE DISTRICT:

**SUBJECT:** REGIONAL PARK & OPEN SPACE DISTRICT: Adopt Resolution No. 2018-02, Accepting a Grant of Easement from CA State Department of Parks and Recreation in Certain Real Property Located in the County of Riverside (Assessor's Parcel Number 101-120-018); Approval of the Agreement and Grant of Easement for Public Access between the Riverside County Regional Park and Open-Space District and CA State Department of Parks and Recreation; District 2; [\$0]

**RECOMMENDED MOTION:** That the Board of Directors:

1. Find the proposed conveyance to be categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Sections 15301(c), Existing Facilities exemption; and
2. Adopt Resolution No. 2018-02, Accepting a Grant of Easement from CA State Department of Parks and Recreation in Certain Real Property Located in the County of Riverside (Assessor's Parcel Number 101-120-018); and
3. Approve the Agreement and Grant of Easement for Public Access (Agreement) between the Riverside County Regional Park and Open-Space District (District) and CA State Department of Parks and Recreation (State), and authorize the Chairman of the Board to execute the same on behalf of the District; and

**ACTION:** Policy



Scott Bangle, Director General Manager / Park Director 7/19/2018

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**MINUTES OF THE BOARD OF DIRECTORS**

On motion of Director Jeffries, seconded by Director Perez 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: Parks, Recorder

Kecia Harper-Ihem  
 Clerk of the Board

By:   
 Deputy

**SUBMITTAL TO THE BOARD OF DIRECTORS RIVERSIDE COUNTY REGIONAL PARK  
AND OPEN-SPACE DISTRICT  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

**RECOMMENDED MOTION:** That the Board of Directors:

4. Authorize the General Manager, or designee, to take all actions necessary to administer the Agreement; and
5. Direct the Clerk of the Board to return four (4) executed copies of the Agreement to the District for processing with State; and
6. Direct the Clerk of the Board to file the attached Notice of Exemption with the County Clerk for posting within five working days of Board approval.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> None			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 18/19	

**C.E.O. RECOMMENDATION:** [CEO use]

**BACKGROUND:**

**Summary**

The Riverside County Regional Park and Open Space District (District) is the lead agency charged with completing improvements to the Santa Ana River Trail and Parkway within Riverside County. One of the more complicated and challenging areas to improve the trail is located between the Prado Dam Spillway and the Orange County Line. The District has worked closely with various agencies to ensure that connectivity occurs between property owners, in order to develop a continuous trail throughout the three-county region. The attached Agreement and Grant of Easement for Public Access will facilitate improvements to the trail on property owned and managed by the California State Department of Parks and Recreation known as Chino Hills State Park

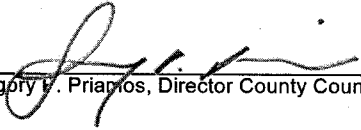
**IMPACT ON CITIZENS AND BUSINESSES**

When complete, the Santa Ana River Trail will provide the citizens of Riverside County a 36-mile recreational trail within the Santa Ana River Corridor. It will offer connections into both the Counties of Orange and San Bernardino, providing trail users the opportunity to use and explore approximately 110 miles of trail. In addition, the completed trail is designed as an alternate transportation route between the three counties and may possibly help reduce greenhouse gas emissions.

**ATTACHMENTS**

1. Agreement and Grant of Easement for Public Access
2. Resolution No. 2018-02
3. Notice of Exemption

**SUBMITTAL TO THE BOARD OF DIRECTORS RIVERSIDE COUNTY REGIONAL PARK  
AND OPEN-SPACE DISTRICT  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

  
\_\_\_\_\_  
Gregory J. Priamos, Director County Counsel      7/19/2018

1 Board of Directors

Riverside County Regional  
Park & Open-Space District

4 RESOLUTION NO. 2018-02

5 RESOLUTION OF THE BOARD OF DIRECTORS OF THE RIVERSIDE COUNTY REGIONAL PARK AND  
6 OPEN-SPACE DISTRICT TO ACCEPT GRANT OF EASEMENT FROM CA STATE DEPARTMENT OF  
7 PARKS AND RECREATION IN CERTAIN REAL PROPERTY LOCATED IN THE COUNTY OF  
8 RIVERSIDE (ASSESSOR'S PARCEL NUMBER 101-120-018)

10 WHEREAS, the section of the Santa Ana River Trail and Parkway that comprises the Prado Basin  
11 and Green River segment ("Segment") passes through Chino Hills State Park, which is owned and managed  
12 by the California Department of Parks and Recreation ("State");

13 WHEREAS, the Riverside County Regional Park and Open-Space District ("District") and the State  
14 entered into that certain Santa Ana River Trail Operations and Maintenance Memorandum of Agreement  
15 Prado Basin to Green River Segment dated December 2, 2014 whereby the District agreed to improve and  
16 maintain the existing trails that comprise the Segment ("Trails") and to obtain a term easement from the  
17 State for a period of twenty-five (25) years for the Trails;

18 WHEREAS, the District requested an easement within Chino Hills State Park in order to improve and  
19 maintain the Trails; and

20 WHEREAS, the District and State will enter into that certain Agreement and Grant of Easement for  
21 Public Access ("Agreement"), whereby the State will grant a non-exclusive easement to the District to  
22 improve and maintain the Trails ("Easement"); now, therefore,

23 BE IT RESOLVED, DETERMINED AND ORDERED that the Board of Directors for the Riverside  
24 County Regional Park and Open-Space District hereby:

- 25 1. Finds the proposed action to be categorically exempt from the California Environmental  
26 Quality Act ("CEQA") pursuant to State CEQA Guidelines Section 15301(c) as the proposed  
27 action is the conveyance of an easement on real property for improvements to and

FORM APPROVED COUNTY COUNSEL  
BY: THOMAS OH  
DATE 7/19/18

1 maintenance of existing pedestrian and bicycle trails that will result in minor alterations to,  
2 and involve negligible or no expansion of, said trails.

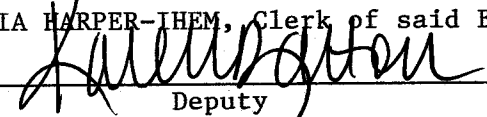
3 2. Accepts the Easement as described and shown on Exhibits A and B from the State attached  
4 hereto and incorporated herein by reference.

5 3. Approves the Agreement and Grant of Easement for Public Access, and authorizes the  
6 Chairman of the Board of Directors to execute the same on behalf of the District to complete  
7 the conveyance of this easement interest

8  
9 ROLL CALL:

10 Ayes: Jeffries, Tavaglione, Washington and Perez  
11 Nays: None  
12 Absent: Ashley

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

15 KECIA HARPER-IHEM, Clerk of said Board  
16 By  Deputy

**EXHIBIT "A"**  
**SANTA ANA RIVER BIKE TRAIL**  
**LEGAL DESCRIPTION**  
**0642-002A**

**PARCEL 0642-002A**

AN EASEMENT LYING WITHIN THOSE CERTAIN PARCELS OF LAND DESCRIBED BY GRANT DEED RECORDED FEBRUARY 24, 1983 AS INSTRUMENT NUMBER 35013 AND GRANT DEED RECORDED MARCH 9, 1984 AS INSTRUMENT 49006, BOTH OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, WITHIN SECTION 30, TOWNSHIP 3 SOUTH, RANGE 7 WEST AND SECTION 25, TOWNSHIP 3 SOUTH, RANGE 8 WEST, SAN BERNARDINO MERIDIAN LYING WITHIN A STRIP OF LAND, 40.00 FEET IN RIGHT ANGLE WIDTH, BEING 20.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

**COMMENCING AT THE INTERSECTION OF THE EAST LINE OF SAID SECTION 30 WITH THE NORTHERLY LINE OF RANCHO LA SIERRA;**

**THENCE S 69°08'32" W ALONG SAID NORTHERLY LINE, A DISTANCE OF 1,117.32 FEET TO AN ANGLE POINT THEREIN;**

**THENCE S 69°11'52" W CONTINUING ALONG SAID NORTHERLY LINE, A DISTANCE OF 32.53 FEET TO THE TRUE POINT OF BEGINNING;**

**THENCE N 75°31'13" W, A DISTANCE OF 24.86 FEET;**

**THENCE N 74°09'15" W, A DISTANCE OF 481.52 FEET;**

**THENCE N 73°12'13" W, A DISTANCE OF 429.10 FEET;**

**THENCE N 70°28'21" W, A DISTANCE OF 254.73 FEET;**

**THENCE N 73°17'07" W, A DISTANCE OF 1,211.27 FEET;**

**THENCE N 75°03'16" W, A DISTANCE OF 102.76 FEET;**

**THENCE N 76°06'04" W, A DISTANCE OF 412.74 FEET;**

**THENCE N 74°17'08" W, A DISTANCE OF 269.90 FEET;**

**THENCE N 71°03'39" W, A DISTANCE OF 57.78 FEET;**

**THENCE N 70°01'42" W, A DISTANCE OF 154.59 FEET;**

**THENCE N 70°17'22" W, A DISTANCE OF 147.29 FEET;**

**THENCE N 84°31'24" W, A DISTANCE OF 137.52 FEET;**

**THENCE N 76°10'26" W, A DISTANCE OF 210.94 FEET;**

**THENCE N 76°56'23" W, A DISTANCE OF 415.04 FEET;**

**THENCE N 83°59'35" W, A DISTANCE OF 141.84 FEET;**

**THENCE N 89°01'27" W, A DISTANCE OF 110.40 FEET;**

EXHIBIT "A"  
SANTA ANA RIVER BIKE TRAIL  
LEGAL DESCRIPTION  
0642-002A

THENCE S 88°54'56" W, A DISTANCE OF 71.68 FEET TO A POINT ON THE MOST WESTERLY LINE OF SAID INSTRUMENT NUMBER 49006, BEING DISTANT THEREON S 29°16'10" E, 23.54 FEET FROM THE NORTHWESTERLY CORNER THEREOF, ALSO BEING A POINT ON THE CITY OF CORONA / COUNTY OF RIVERSIDE BOUNDARY LINE AND THE POINT OF TERMINATION;

THE SIDELINES OF THE ABOVE DESCRIBED STRIP OF LAND SHALL BE LENGTHENED OR SHORTENED SO AS TO TERMINATE SOUTHEASTERLY AT SAID NORTHERLY LINE OF RANCHO LA SIERRA, AND TERMINATE WESTERLY AT SAID CITY OF CORONA / COUNTY OF RIVERSIDE BOUNDARY LINE.

CONTAINING 185,358 SQUARE FEET, OR 4.255 ACRES, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES BY 1.000014920 TO OBTAIN GROUND DISTANCES.

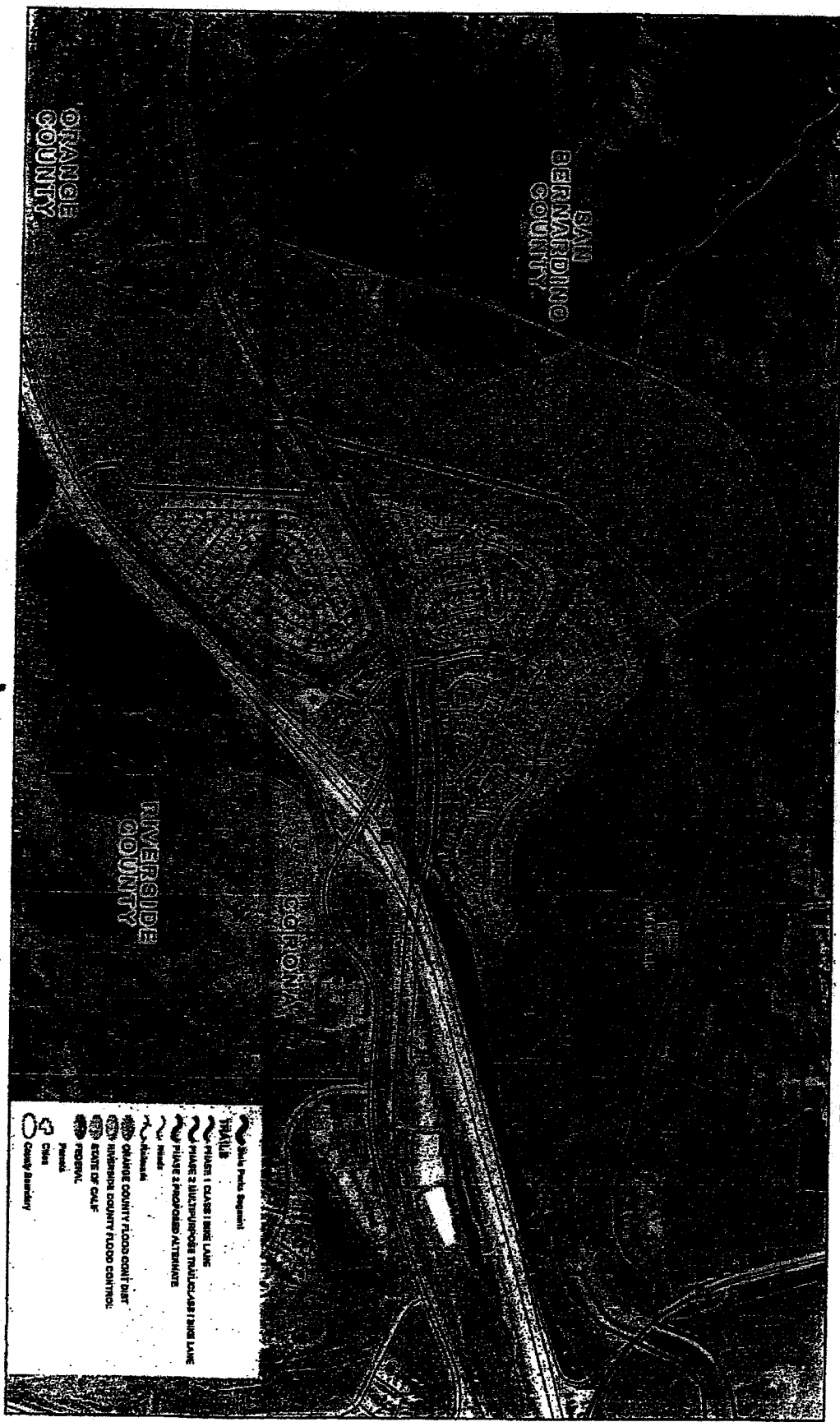
SEE ATTACHED EXHIBIT "B"

APPROVED BY: Edward D. Hunt

DATE: 2-23-2016



# Santa Ana River Trail - Alignments State Parks EXHIBIT B



- State Parks Segment**
- TRAILS
  - TRAIL 1 CLASS 1 BIKE LANE
  - TRAIL 2 MULTIPURPOSE TRAIL/CLASS 2 BIKE LANE
  - TRAIL 3 SHOULDER ALTERNATE
  - TRAIL 4 SHOULDER ALTERNATE
  - TRAIL 5 SHOULDER ALTERNATE
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  - TRAIL 100 SHOULDER ALTERNATE



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EXHIBIT "B"

T.3S., R.8W., S.B.M.

T.3S., R.7W., S.B.M.

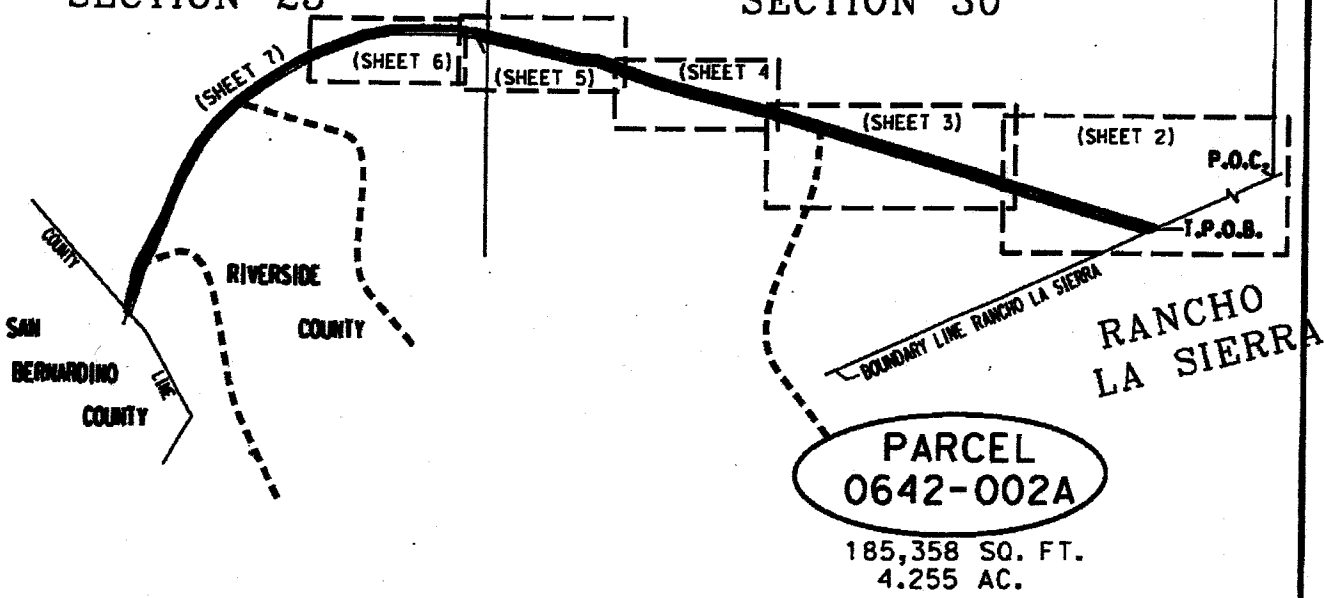


SECTION 24

SECTION 19

SECTION 25

SECTION 30



**PARCEL**  
**0642-002A**  
185,358 SQ. FT.  
4.255 AC.

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000014920

PCL No.: 0642-002A

COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT,  
SURVEY DIVISION

WO No.: C1-0642

PROJECT: SANTA ANA RIVER BIKE TRAIL

SCALE: NTS

THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.

PREPARED BY: DLM

DATE: FEBRUARY, 2016

APPROVED BY:

DATE:

SHEET 1 OF 6

*Edward D. Hunt*

2-23-2016

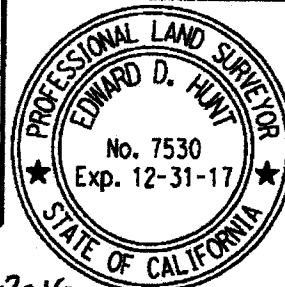
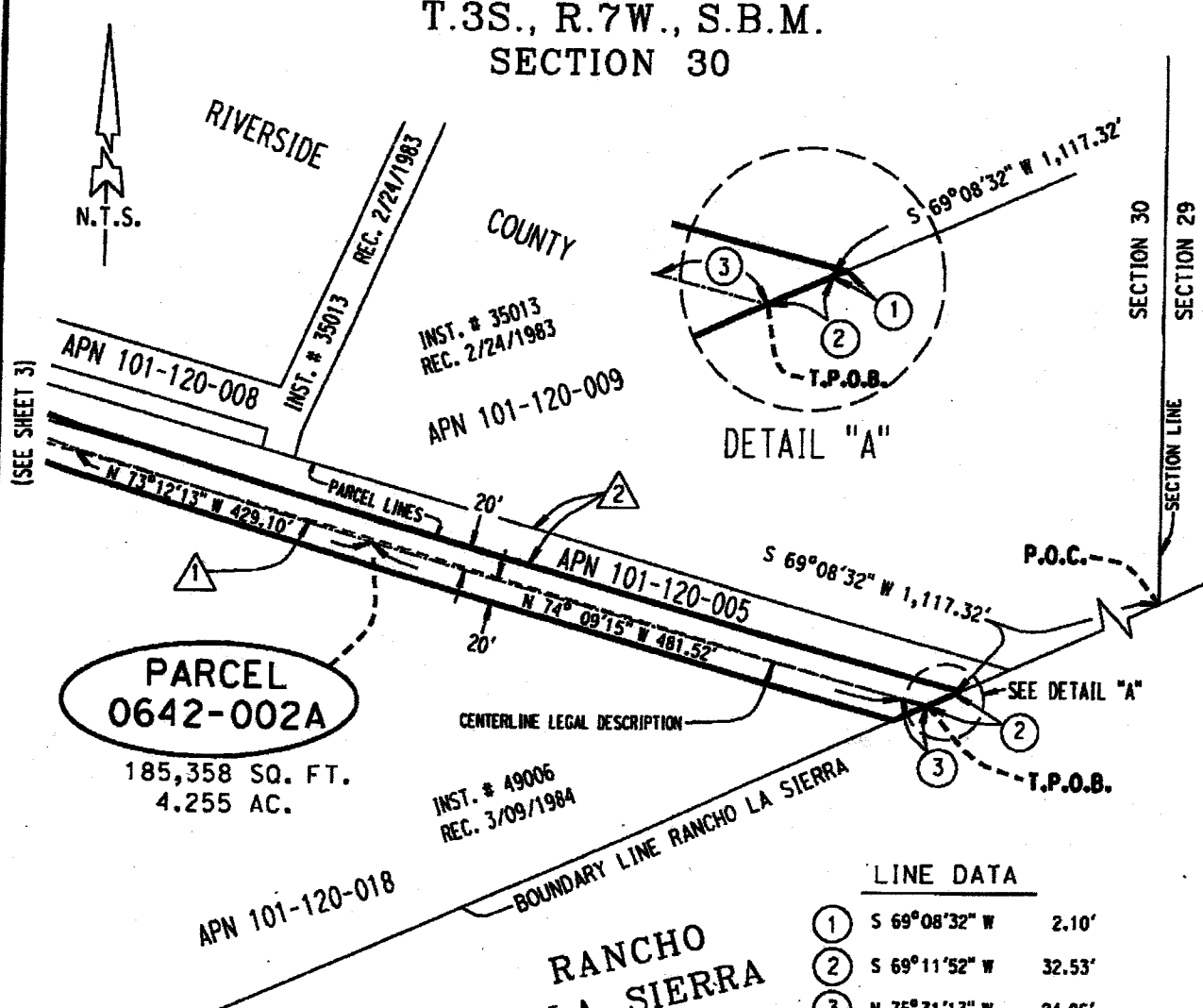


EXHIBIT "B"

T.3S., R.7W., S.B.M.  
SECTION 30



**PARCEL 0642-002A**  
185,358 SQ. FT.  
4.255 AC.

LINE DATA		
①	S 69°08'32" W	2.10'
②	S 69°11'52" W	32.53'
③	N 75°31'13" W	24.86'

EASEMENT DATA

- ① CENTERLINE OF ABANDONED AT&SF R.R.  
R/W PER BOOK 588 PG. 275  
REC. 7/17/1943
- ② 30' EASEMENT IN FAVOR OF S.A.W.P.A.  
REC. 11/6/1975 AS INST. # 138596

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000014920

PCL No.: 0642-002A	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION
WO No.: C1-0642	
SCALE: NTS	PROJECT: SANTA ANA RIVER BIKE TRAIL
PREPARED BY: DLM	THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.
DATE: FEBRUARY, 2016	APPROVED BY: <i>Edward D. Hunt</i>
SHEET 2 OF 6	DATE: 2-23-2016

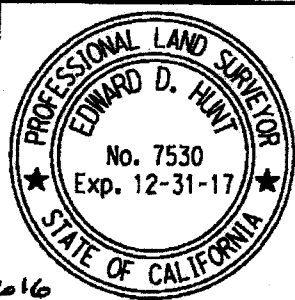
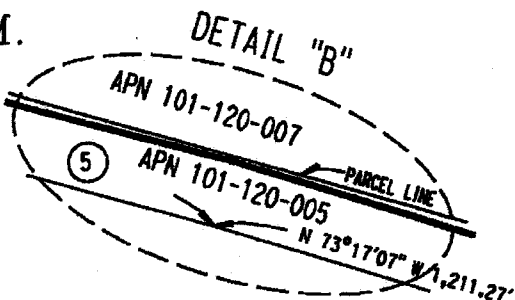


EXHIBIT "B"

T.3S., R.7W., S.B.M.  
SECTION 30



INST. # 35013  
REC. 2/24/1983



RIVERSIDE

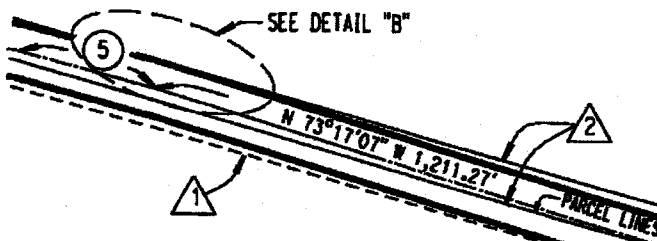
APN 101-120-007

**PARCEL  
0642-002A**

185,358 SQ. FT.  
4.255 AC.

(SEE SHEET 4)

SEE DETAIL "B"



N 73°17'07" W 1,211.27'

APN 101-120-006  
INST. # 512369  
REC. 11/25/1998

COUNTY

CENTERLINE LEGAL DESCRIPTION

N 70°28'21" W 254.73'

APN 101-120-018

INST. # 49006  
REC. 3/09/1984

(SEE SHEET 2)

LINE DATA

- ④ N 73°12'13" W 429.10'
- ⑤ N 75°03'16" W 102.76'

EASEMENT DATA

- ① CENTERLINE OF ABANDONED AT&SF R.R.  
R/W PER BOOK 588 PG. 275  
REC. 7/17/1943
- ② 30' EASEMENT IN FAVOR OF S.A.W.P.A.  
REC. 11/6/1975 AS INST. # 138596

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PCL No.: 0642-002A

COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT,  
SURVEY DIVISION

WO No.: C1-0642

PROJECT: SANTA ANA RIVER BIKE TRAIL

SCALE: NTS

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PREPARED BY: DLM

DATE: FEBRUARY, 2016

APPROVED BY:

*Edward D. Hunt*

DATE:

2-23-2016

SHEET 3 OF 6



EXHIBIT "B"



T.3S., R.7W., S.B.M.  
SECTION 30

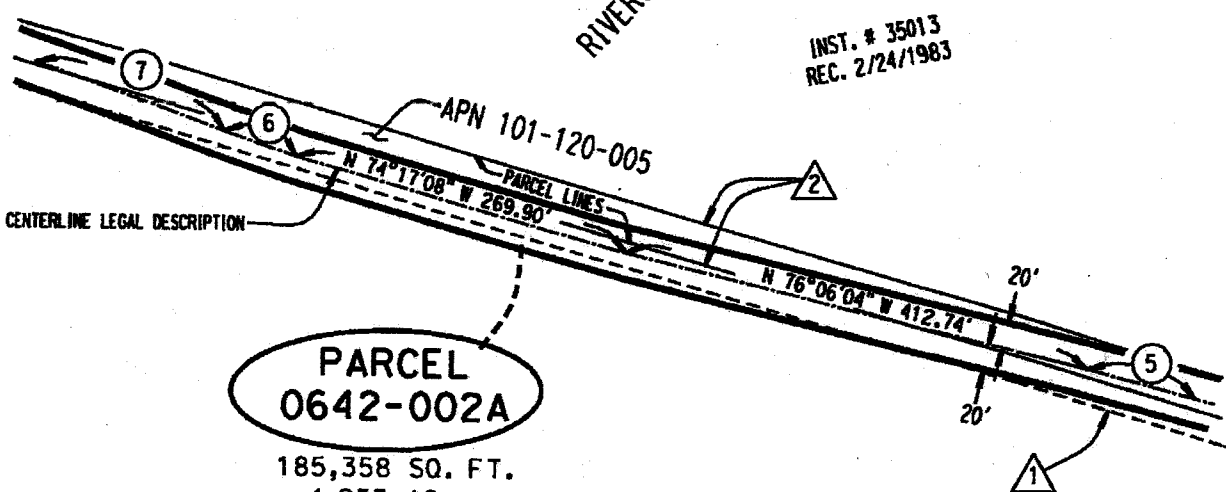
COUNTY

APN 101-120-007

INST. # 35013  
REC. 2/24/1983

RIVERSIDE

(SEE SHEET 5)



**PARCEL**  
**0642-002A**

185,358 SQ. FT.  
4.255 AC.

APN 101-120-018

INST. # 49006  
REC. 3/09/1984

EASEMENT DATA

- 1 CENTERLINE OF ABANDONED AT&SF R.R.  
R/W PER BOOK 588 PG. 275  
REC. 7/17/1943
- 2 30' EASEMENT IN FAVOR OF S.A.W.P.A.  
REC. 11/6/1975 AS INST. # 138596

LINE DATA

- 5 N 75°03'16" W 102.76'
- 6 N 71°03'39" W 57.78'
- 7 N 70°01'42" W 154.59'

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000014920

PCL No.: 0642-002A

WO No.: C1-0642

SCALE: NTS

PREPARED BY: DLM

DATE: FEBRUARY, 2016

SHEET 4 OF 6

COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT,  
SURVEY DIVISION

PROJECT: SANTA ANA RIVER BIKE TRAIL

THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.

APPROVED BY:

*Edward D. Hunt*

DATE:

2-25-2016

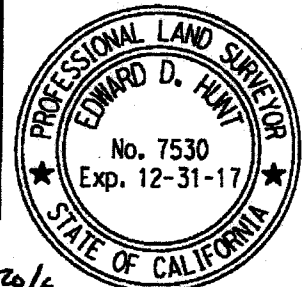
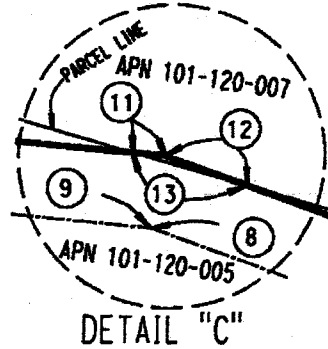


EXHIBIT "B"

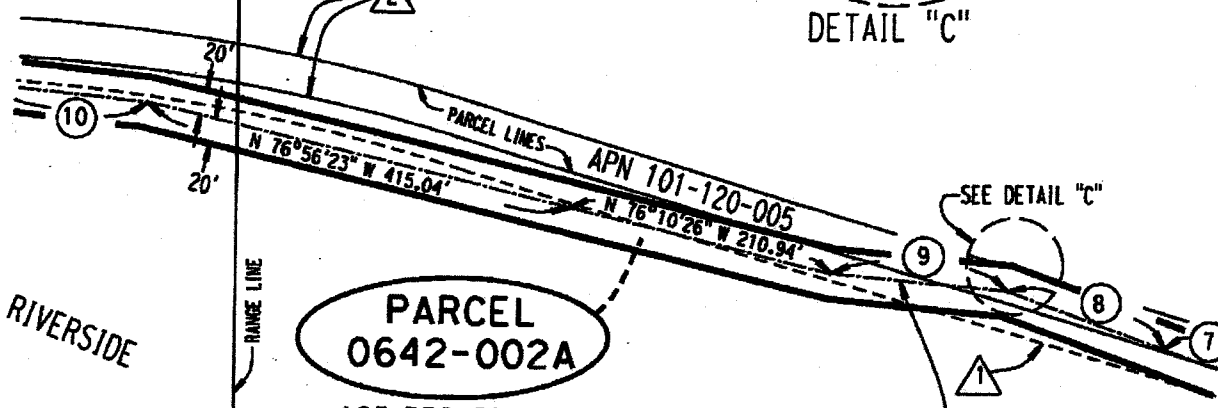
T.3S., R.8W., S.E.M.T.3S., R.7W., S.B.M.  
SECTION 25 SECTION 30

APN 101-120-001  
INST. # 35013  
REC. 2/24/1983

APN 101-120-007  
INST. # 35013  
REC. 2/24/1983



(SEE SHEET 6)



RIVERSIDE

**PARCEL 0642-002A**

185,358 SQ. FT.  
4.255 AC.

CENTERLINE LEGAL DESCRIPTION

APN 101-120-018  
INST. # 49006  
REC. 3/09/1984

LINE DATA

7	N 70°01'42" W	154.59'
8	N 70°17'22" W	147.29'
9	N 84°31'24" W	137.52'
10	N 83°59'35" W	141.84'
11	N 84°31'24" W	6.42'
12	N 70°17'22" W	19.12'
13	N 73°51'18" W	25.40'

COUNTY

EASEMENT DATA

- 1 CENTERLINE OF ABANDONED AT&SF R.R. R/W PER BOOK 588 PG. 275 REC. 7/17/1943
- 2 30' EASEMENT IN FAVOR OF S.A.W.P.A. REC. 11/6/1975 AS INST. # 138596

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000014920

PCL No.: 0642-002A

WO No.: C1-0642

SCALE: NTS

PREPARED BY: DLM

DATE: FEBRUARY, 2016

SHEET 5 OF 6

COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT,  
SURVEY DIVISION

PROJECT: SANTA ANA RIVER BIKE TRAIL

THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.

APPROVED BY:

*Edward D. Hunt*

DATE:

2-23-2016



EXHIBIT "B"

T.3S., R.8W., S.B.M.  
SECTION 25

INST. # 35013  
REC. 2/24/1983

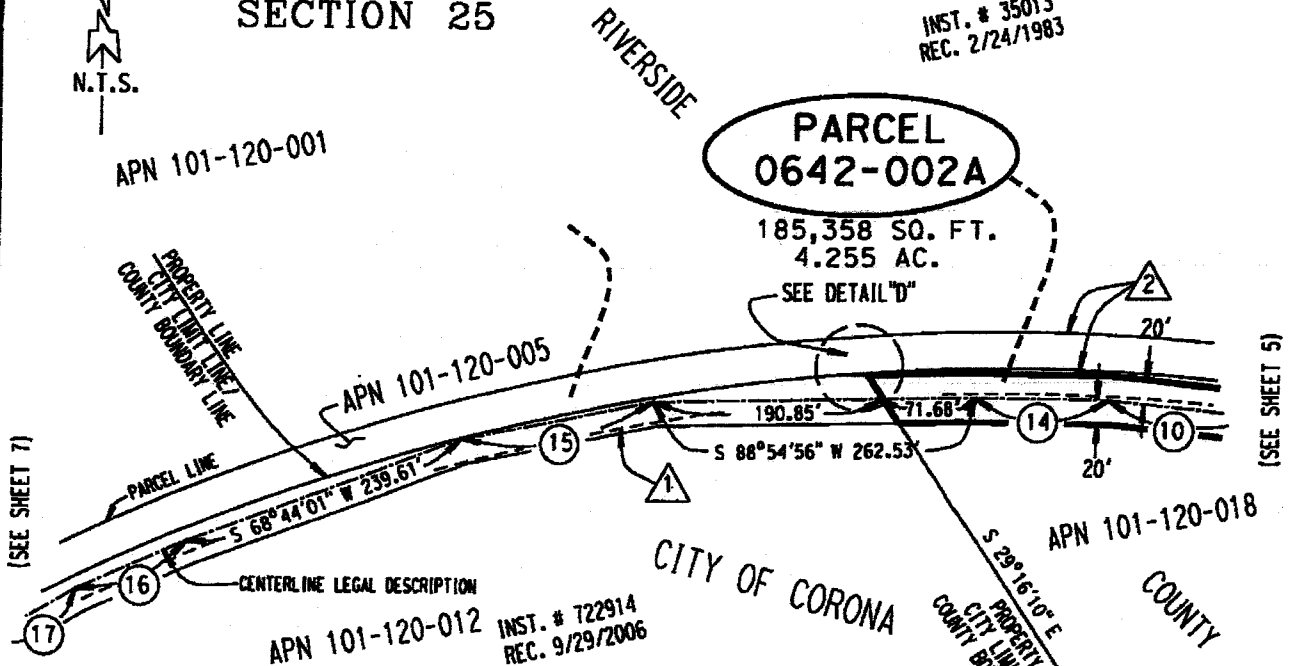


APN 101-120-001

**PARCEL**  
**0642-002A**

185,358 SQ. FT.  
4.255 AC.

SEE DETAIL "D"

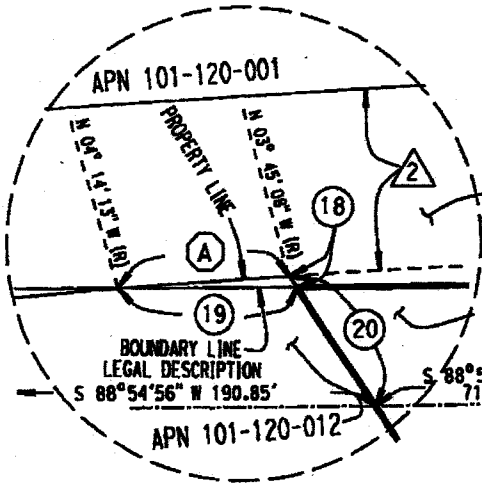


LINE DATA

- ⑩ N 83°59'35" W 141.84'
- ⑭ N 89°01'27" W 110.40'
- ⑮ S 78°30'52" W 161.12'
- ⑯ S 65°56'06" W 99.25'
- ⑰ S 59°38'21" W 104.49'
- ⑱ S 29°16'10" E 0.85'
- ⑲ S 88°54'56" W 15.09'
- ⑳ S 29°16'10" E 23.54'

CURVE DATA

- Ⓐ Δ = 00°29'05"
- R = 1739.09'
- L = 14.71'
- T = 7.35'



EASEMENT DATA

- ① CENTERLINE OF ABANDONED AT&SF R.R. R/W PER BOOK 588 PG. 275 REC. 7/17/1943
- ② 30' EASEMENT IN FAVOR OF S.A.W.P.A. REC. 11/6/1975 AS INST. # 138596

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000014920

PCL No.: 0642-002A	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION
WO No.: C1-0642	PROJECT: SANTA ANA RIVER BIKE TRAIL
SCALE: NTS	THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.
PREPARED BY: DLM	
DATE: FEBRUARY, 2016	APPROVED BY: <i>Edward D. Hunt</i> DATE: 2-28-2016
SHEET 6 OF 6	



RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

Riverside Regional County Park and Open Space District  
4600 Crestmore Road  
Jurupa Valley, CA 92509

OFFICIAL STATE BUSINESS  
NO RECORDING FEES  
Per Government Code 27383  
NO DOCUMENTARY TRANSFER TAX  
Per Revenue and Taxation Code 11922

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

<p align="center"><b>AGREEMENT AND GRANT OF EASEMENT FOR PUBLIC ACCESS</b></p>	<p>AGENCY: <b>Department of Parks and Recreation</b> PROJECT: <b>SANTA ANA RIVER TRAIL CHINO HILLS STATE PARK</b> DPR FILE NUMBER: <b>010846</b></p>
<p>County: Riverside, a portion of Assessor Parcel Number: 101-120-018</p>	

THIS AGREEMENT AND GRANT OF EASEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2018, by and between the California Department of Parks and Recreation, hereinafter called STATE, and RIVERSIDE COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT, a special district, hereinafter called GRANTEE.

STATE, pursuant to the provisions of Section 5012 of the Public Resources Code of the State of California, hereby grants unto GRANTEE, its successors and assigns for a term of twenty five (25) years, a non-exclusive easement ("Easement") to locate, relocate, construct, reconstruct, alter, use, maintain, inspect, repair, and remove a public access trail and appurtenances deemed necessary therefore by GRANTEE, over, on, under, and across that certain real property situated in the County of Riverside, State of California, as described in the attached **Exhibit A**, consisting of two (2) pages, and as depicted in the Santa Ana River Trail Alignment map and plat maps shown in the attached **Exhibit B**, consisting of seven (7) pages, both attached and by this reference made a part hereof.

This Easement is subject to the terms, conditions, limitations, and covenants in **Exhibit C**, consisting of three (3) pages, attached hereto and hereby made a part hereof, which shall run with the Easement granted herein, and the GRANTEE, successors and assigns, by acceptance of this Easement, agrees to abide by, perform and observe each and all of said terms, limitations, conditions, and covenants set forth therein.

All terms and conditions in the SANTA ANA RIVER TRAIL OPERATIONS AND MAINTENANCE Memorandum of Agreement PRADO BASIN TO GREEN RIVER SEGMENT dated December 2, 2014 consisting of two (2) pages and by this reference made a part, and included as **Exhibit D** hereof are agreed to the by STATE and GRANTEE.

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.

JUL 31 2018 13.17D

IN WITNESS WHEREOF, the STATE and GRANTEE have each caused this instrument to be duly executed as of the date written above.

*I hereby certify that all conditions for exemption have been complied with and this document is exempt from the Department of General Services approval.*

BY: \_\_\_\_\_  
BRIAN DEWEY, ASSISTANT DEPUTY DIRECTOR  
ACQUISITION AND DEVELOPMENT

**STATE**

**CALIFORNIA DEPARTMENT OF PARKS AND RECREATION**

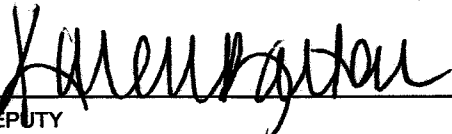
BY: \_\_\_\_\_  
BRIAN DEWEY, ASSISTANT DEPUTY DIRECTOR  
ACQUISITION AND DEVELOPMENT

**GRANTEE**

**RIVERSIDE COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT**


BY:  \_\_\_\_\_  
~~KEVIN JEFFRIES~~ **CHUCK WASHINGTON**  
CHAIRMAN, BOARD OF DIRECTORS

ATTEST:  
KECIA HARPER-IHEM  
CLERK OF THE BOARD

BY:  \_\_\_\_\_  
DEPUTY

(SEAL)

APPROVED AS TO FORM:  
GREGORY P. PRIAMOS  
COUNTY COUNSEL

BY:  \_\_\_\_\_  
THOMAS OH  
DEPUTY COUNTY COUNSEL



**EXHIBIT "A"**  
**SANTA ANA RIVER BIKE TRAIL**  
**LEGAL DESCRIPTION**  
**0642-002A**

**PARCEL 0642-002A**

AN EASEMENT LYING WITHIN THOSE CERTAIN PARCELS OF LAND DESCRIBED BY GRANT DEED RECORDED FEBRUARY 24, 1983 AS INSTRUMENT NUMBER 35013 AND GRANT DEED RECORDED MARCH 9, 1984 AS INSTRUMENT 49006, BOTH OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, WITHIN SECTION 30, TOWNSHIP 3 SOUTH, RANGE 7 WEST AND SECTION 25, TOWNSHIP 3 SOUTH, RANGE 8 WEST, SAN BERNARDINO MERIDIAN LYING WITHIN A STRIP OF LAND, 40.00 FEET IN RIGHT ANGLE WIDTH, BEING 20.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

**COMMENCING AT THE INTERSECTION OF THE EAST LINE OF SAID SECTION 30 WITH THE NORTHERLY LINE OF RANCHO LA SIERRA;**

THENCE S 69°08'32" W ALONG SAID NORTHERLY LINE, A DISTANCE OF 1,117.32 FEET TO AN ANGLE POINT THEREIN;

THENCE S 69°11'52" W CONTINUING ALONG SAID NORTHERLY LINE, A DISTANCE OF 32.53 FEET TO THE TRUE POINT OF BEGINNING;

THENCE N 75°31'13" W, A DISTANCE OF 24.86 FEET;

THENCE N 74°09'15" W, A DISTANCE OF 481.52 FEET;

THENCE N 73°12'13" W, A DISTANCE OF 429.10 FEET;

THENCE N 70°28'21" W, A DISTANCE OF 254.73 FEET;

THENCE N 73°17'07" W, A DISTANCE OF 1,211.27 FEET;

THENCE N 75°03'16" W, A DISTANCE OF 102.76 FEET;

THENCE N 76°06'04" W, A DISTANCE OF 412.74 FEET;

THENCE N 74°17'08" W, A DISTANCE OF 269.90 FEET;

THENCE N 71°03'39" W, A DISTANCE OF 57.78 FEET;

THENCE N 70°01'42" W, A DISTANCE OF 154.59 FEET;

THENCE N 70°17'22" W, A DISTANCE OF 147.29 FEET;

THENCE N 84°31'24" W, A DISTANCE OF 137.52 FEET;

THENCE N 76°10'26" W, A DISTANCE OF 210.94 FEET;

THENCE N 76°56'23" W, A DISTANCE OF 415.04 FEET;

THENCE N 83°59'35" W, A DISTANCE OF 141.84 FEET;

THENCE N 89°01'27" W, A DISTANCE OF 110.40 FEET;

**EXHIBIT "A"**  
**SANTA ANA RIVER BIKE TRAIL**  
**LEGAL DESCRIPTION**  
**0642-002A**

THENCE S 88°54'56" W, A DISTANCE OF 71.68 FEET TO A POINT ON THE MOST WESTERLY LINE OF SAID INSTRUMENT NUMBER 49006, BEING DISTANT THEREON S 29°16'10" E, 23.54 FEET FROM THE NORTHWESTERLY CORNER THEREOF, ALSO BEING A POINT ON THE CITY OF CORONA / COUNTY OF RIVERSIDE BOUNDARY LINE AND THE POINT OF TERMINATION;

THE SIDELINES OF THE ABOVE DESCRIBED STRIP OF LAND SHALL BE LENGTHENED OR SHORTENED SO AS TO TERMINATE SOUTHEASTERLY AT SAID NORTHERLY LINE OF RANCHO LA SIERRA, AND TERMINATE WESTERLY AT SAID CITY OF CORONA / COUNTY OF RIVERSIDE BOUNDARY LINE.

CONTAINING 185,358 SQUARE FEET, OR 4.255 ACRES, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES BY 1.000014920 TO OBTAIN GROUND DISTANCES.

SEE ATTACHED EXHIBIT "B"

APPROVED BY: Edward D. Hunt

DATE: 2-23-2016



# Santa Ana River Trail - Alignments State Parks EXHIBIT B



Map 1110000  
 The Office of Planning and Research, Department of Public Works, City of Los Angeles, California, has prepared this map for the Santa Ana River Trail - Alignments State Parks. The map is based on the following information: 1. Aerial photography, 2. Topographic maps, 3. County maps, 4. State maps, 5. Other maps and documents. The map is not a legal document and should not be used for legal purposes. The map is the property of the City of Los Angeles and is loaned to you for your information only. It is to be returned to the City of Los Angeles upon request.



EXHIBIT "B"

T.3S., R.8W., S.B.M.

T.3S., R.7W., S.B.M.

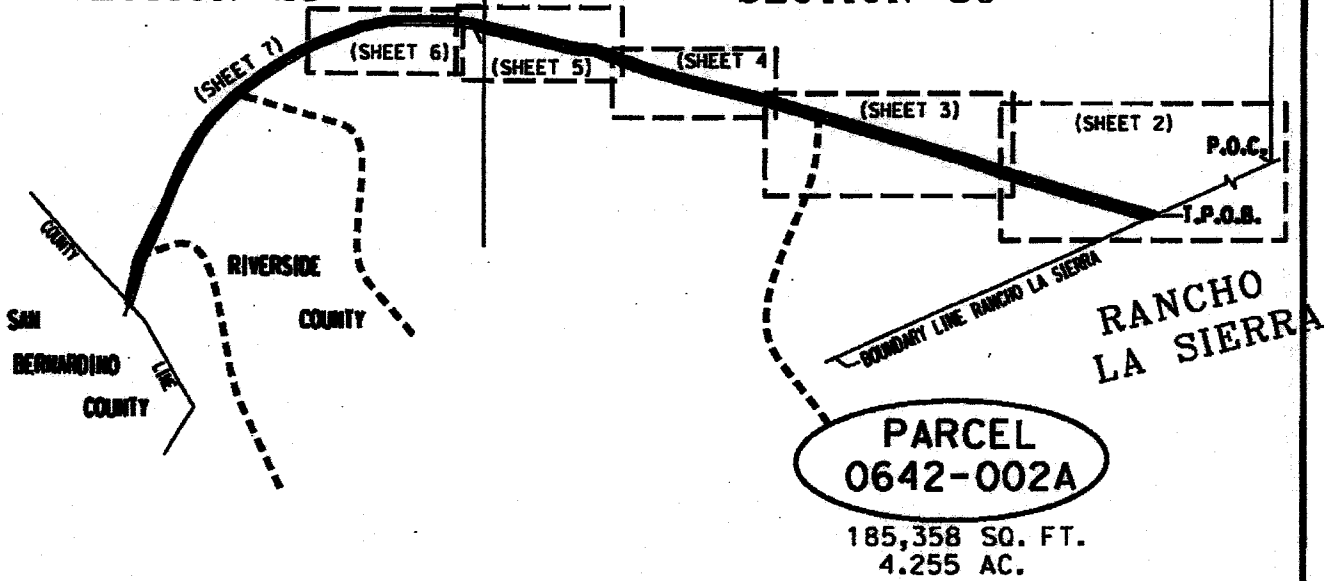


SECTION 24

SECTION 19

SECTION 25

SECTION 30

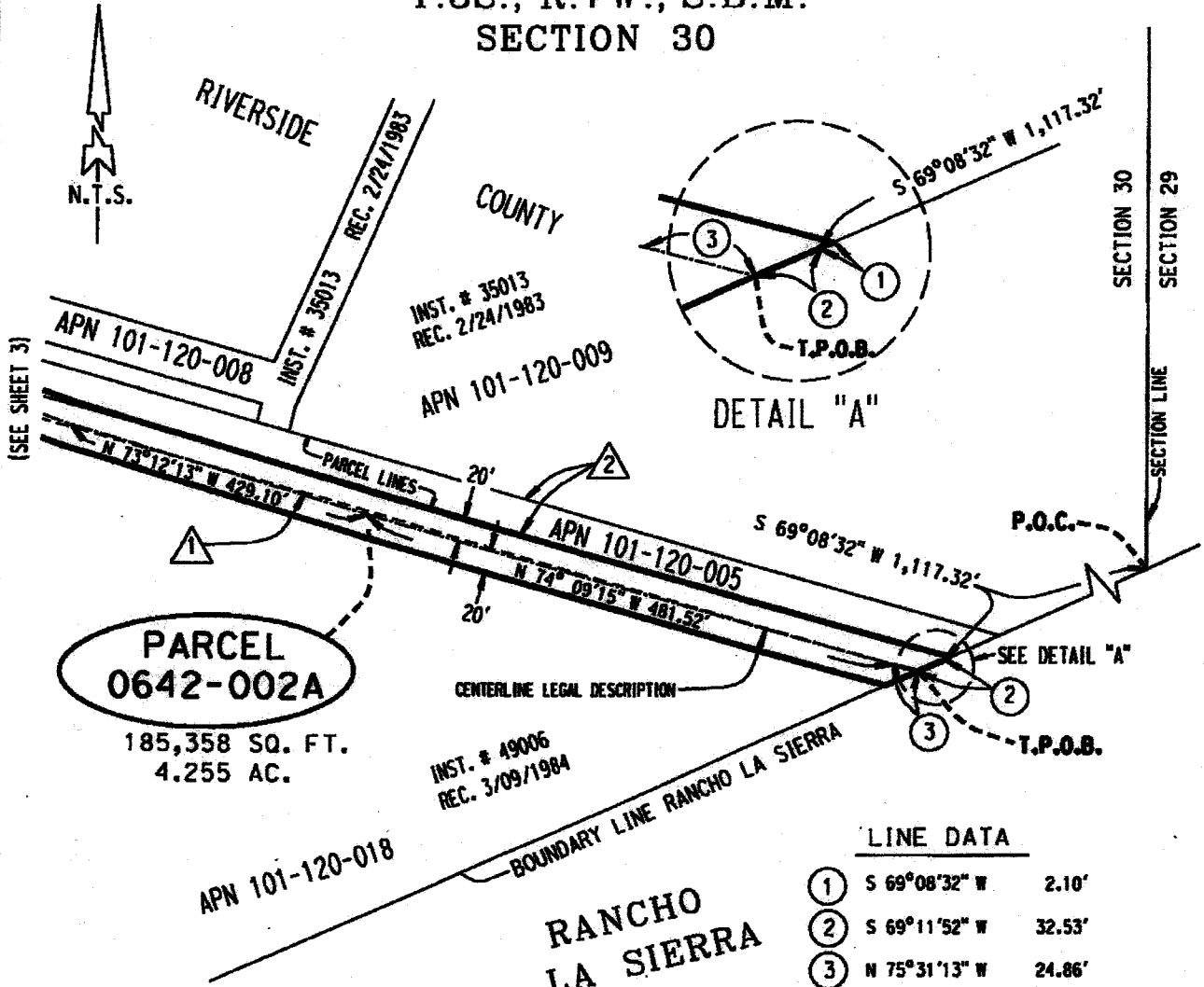


ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000014920	
PCL No.: 0642-002A	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION
WO No.: C1-0642	PROJECT: SANTA ANA RIVER BIKE TRAIL
SCALE: NTS	THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.
PREPARED BY: DLM	APPROVED BY: <i>Edward D. Hunt</i> DATE: 2-23-2016
DATE: FEBRUARY, 2016	
SHEET 1 OF 6	



EXHIBIT "B"

T.3S., R.7W., S.B.M.  
SECTION 30



**PARCEL 0642-002A**  
185,358 SQ. FT.  
4.255 AC.

LINE DATA	
①	S 69°08'32" W 2.10'
②	S 69°11'52" W 32.53'
③	N 75°31'13" W 24.86'

EASEMENT DATA

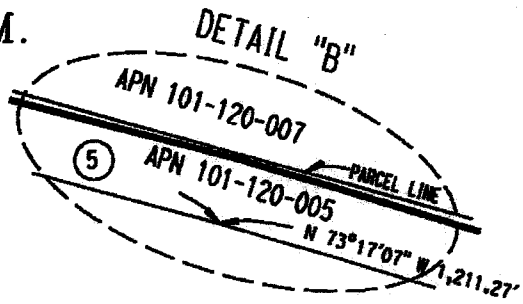
- ① CENTERLINE OF ABANDONED AT&SF R.R.  
R/W PER BOOK 588 PG. 275  
REC. 7/17/1943
- ② 30' EASEMENT IN FAVOR OF S.A.W.P.A.  
REC. 11/6/1975 AS INST. # 138596

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000014920	
PCL No.: 0642-002A	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION
WO No.: C1-0642	PROJECT: SANTA ANA RIVER BIKE TRAIL
SCALE: NTS	THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.
PREPARED BY: DLM	APPROVED BY: <i>Edward D. Hunt</i>
DATE: FEBRUARY, 2016	DATE: 2-23-2016
SHEET 2 OF 6	



EXHIBIT "B"

T.3S., R.7W., S.B.M.  
SECTION 30



INST. # 35013  
REC. 2/24/1983

APN 101-120-007

**PARCEL  
0642-002A**

185,358 SQ. FT.  
4.255 AC.

APN 101-120-006  
INST. # 512369  
REC. 11/25/1998

APN 101-120-005

(SEE SHEET 4)

RIVERSIDE

SEE DETAIL "B"

N 73°17'07" W 1,211.27'

COUNTY

CENTERLINE LEGAL DESCRIPTION

APN 101-120-018

INST. # 49006  
REC. 3/09/1984

(SEE SHEET 2)

LINE DATA

- ④ N 73°12'13" W 429.10'
- ⑤ N 75°03'16" W 102.76'

EASEMENT DATA

- ① CENTERLINE OF ABANDONED AT&S F.R.R.  
R/W PER BOOK 588 PG. 275  
REC. 7/17/1943
- ② 30' EASEMENT IN FAVOR OF S.A.M.P.A.  
REC. 11/6/1975 AS INST. # 138596

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000014920

PCL No.: 0642-002A

COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT,  
SURVEY DIVISION

WO No.: C1-0642

PROJECT: SANTA ANA RIVER BIKE TRAIL

SCALE: NTS

THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.

PREPARED BY: DLM

DATE: FEBRUARY, 2016

APPROVED BY:

DATE:

SHEET 3 OF 6

*Edward D. Hunt*

2-23-2016



EXHIBIT "B"



T.3S., R.7W., S.B.M.  
SECTION 30

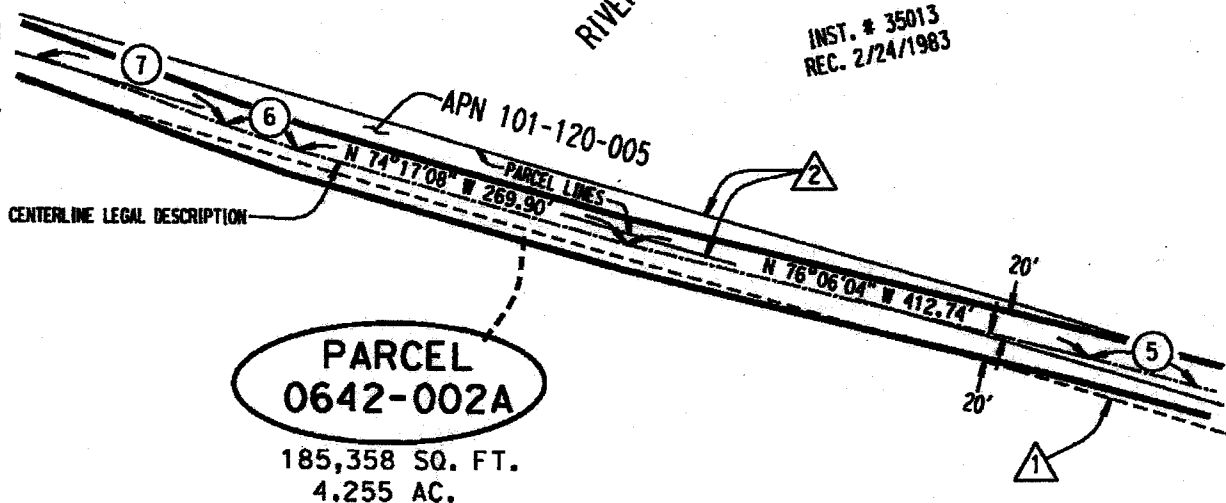
COUNTY

APN 101-120-007

INST. # 35013  
REC. 2/24/1983

RIVERSIDE

(SEE SHEET 5)



(SEE SHEET 3)

APN 101-120-018

INST. # 49006  
REC. 3/09/1984

EASEMENT DATA

- ① CENTERLINE OF ABANDONED AT&SF R.R.  
R/W PER BOOK 588 PG. 275  
REC. 7/17/1943
- ② 30' EASEMENT IN FAVOR OF S.A.W.P.A.  
REC. 11/6/1975 AS INST. # 138596

LINE DATA

- ⑤ N 75°03'16" W 102.76'
- ⑥ N 71°03'39" W 57.78'
- ⑦ N 70°01'42" W 154.59'

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000014920

PCL No.: 0642-002A

WO No.: C1-0642

SCALE: NTS

PREPARED BY: DLM

DATE: FEBRUARY, 2016

SHEET 4 OF 6

COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT,  
SURVEY DIVISION

PROJECT: SANTA ANA RIVER BIKE TRAIL

THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.

APPROVED BY:

*Edward D. Hunt*

DATE:

2-23-2016

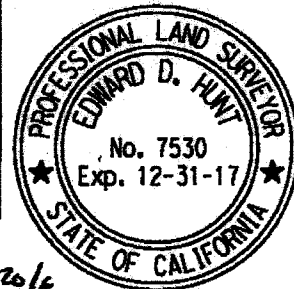
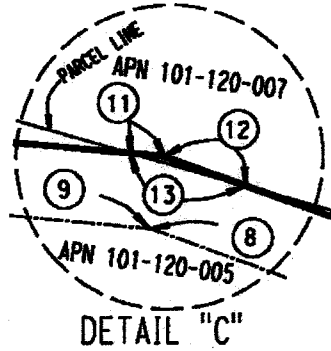


EXHIBIT "B"

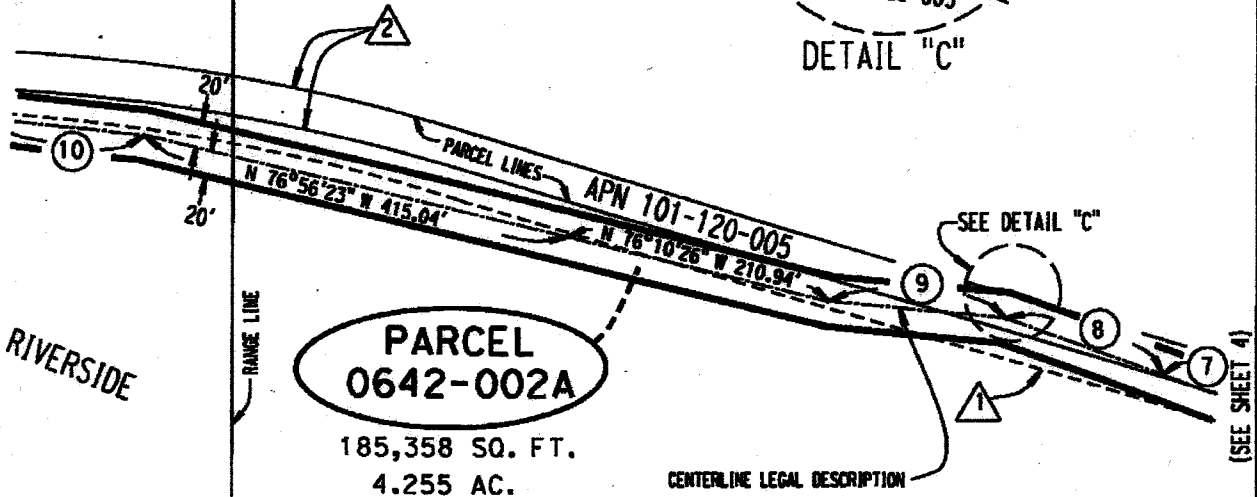
T.3S., R.8W., S.B.M. T.3S., R.7W., S.B.M.  
SECTION 25 SECTION 30

APN 101-120-001  
INST. # 35013  
REC. 2/24/1983

APN 101-120-007  
INST. # 35013  
REC. 2/24/1983



(SEE SHEET 6)



**PARCEL 0642-002A**

185,358 SQ. FT.  
4.255 AC.

APN 101-120-018  
INST. # 49006  
REC. 3/09/1984

LINE DATA

- ⑦ N 70°01'42" W 154.59'
- ⑧ N 70°17'22" W 147.29'
- ⑨ N 84°31'24" W 137.52'
- ⑩ N 83°59'35" W 141.84'
- ⑪ N 84°31'24" W 6.42'
- ⑫ N 70°17'22" W 19.12'
- ⑬ N 73°51'18" W 25.40'

COUNTY

EASEMENT DATA

- ① CENTERLINE OF ABANDONED AT&SF R.R. R/W PER BOOK 588 PG. 275 REC. 7/17/1943
- ② 30' EASEMENT IN FAVOR OF S.A.W.P.A. REC. 11/6/1975 AS INST. # 138596

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PCL No.: 0642-002A

WO No.: C1-0642

SCALE: NTS

PREPARED BY: DLM

DATE: FEBRUARY, 2016

SHEET 5 OF 6

COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT,  
SURVEY DIVISION

PROJECT: SANTA ANA RIVER BIKE TRAIL

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APPROVED BY:

*Edward D. Hunt*

DATE: 2-23-2016

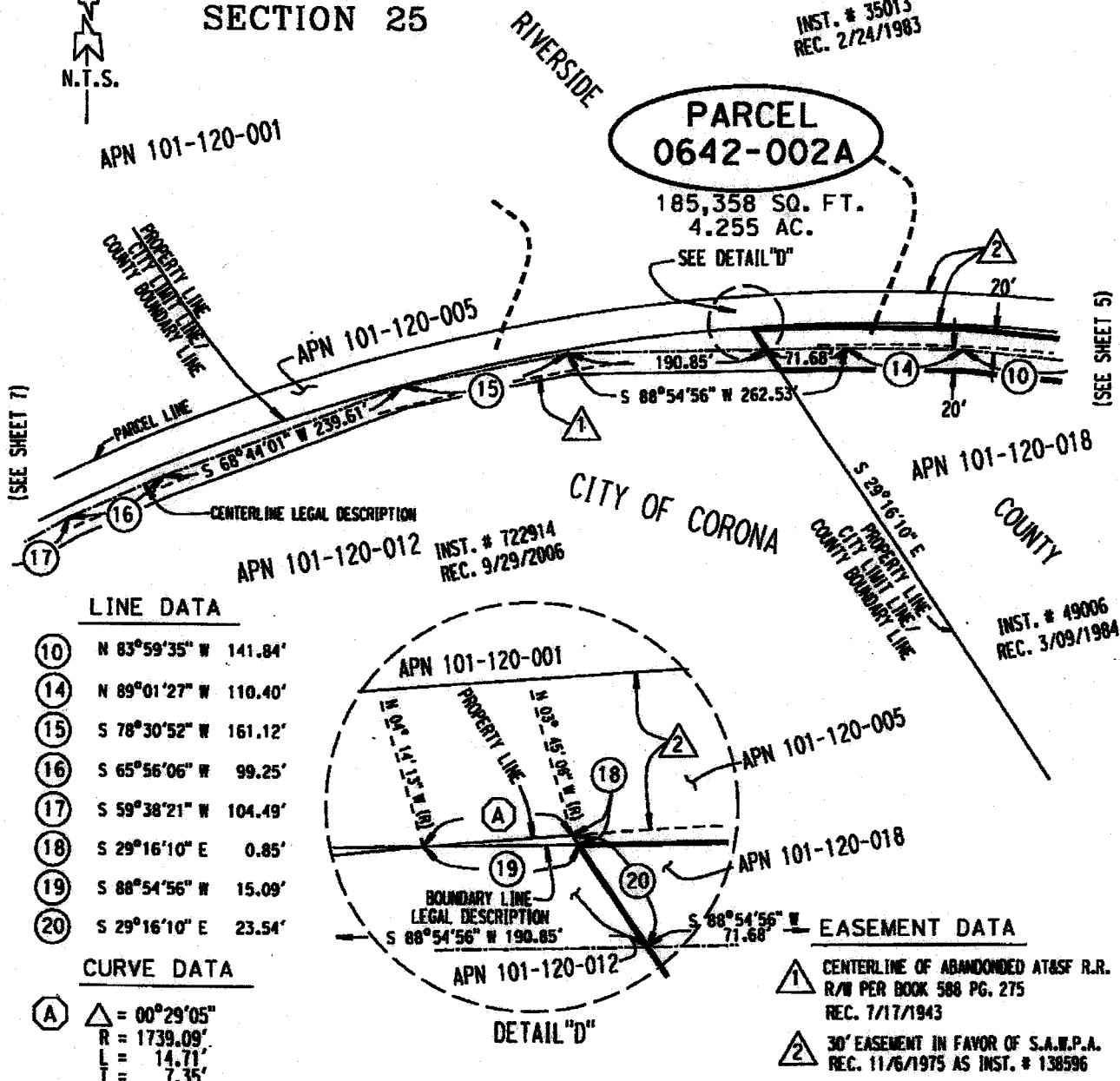




EXHIBIT "B"

T.3S., R.8W., S.B.M.  
SECTION 25

INST. # 35013  
REC. 2/24/1983

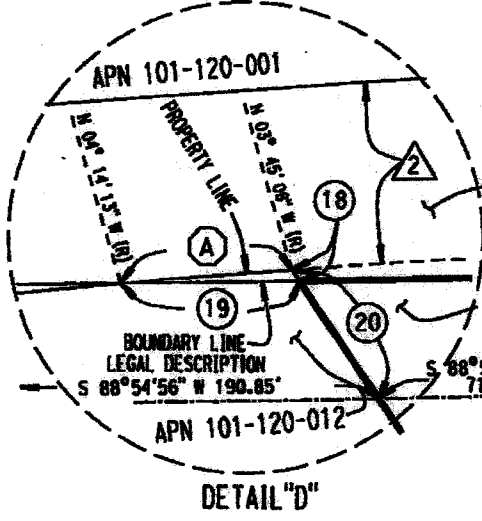


LINE DATA

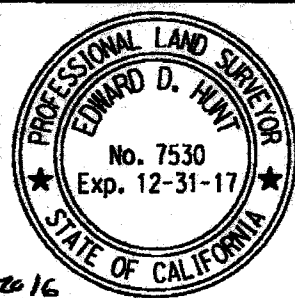
- 10 N 83°59'35" W 141.84'
- 14 N 89°01'27" W 110.40'
- 15 S 78°30'52" W 161.12'
- 16 S 65°56'06" W 99.25'
- 17 S 59°38'21" W 104.49'
- 18 S 29°16'10" E 0.85'
- 19 S 88°54'56" W 15.09'
- 20 S 29°16'10" E 23.54'

CURVE DATA

- (A)  $\Delta = 00^\circ 29' 05''$   
R = 1739.09'  
L = 14.71'  
T = 7.35'



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PCL No.: 0642-002A	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION
WO No.: C1-0642	PROJECT: SANTA ANA RIVER BIKE TRAIL
SCALE: NTS	THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.
PREPARED BY: DLM	APPROVED BY: <i>Edward D. Hunt</i> DATE: 2-23-2016
DATE: FEBRUARY, 2016	
SHEET 6 OF 6	



**EXHIBIT C**  
**TERMS, CONDITIONS, LIMITATIONS AND COVENANTS**  
**PAGE 1 OF 3**

PROVIDED, this Easement is subject to the following terms and conditions:

1. This Easement is subject to existing contracts, leases, licenses, easements, encumbrances, and claims which may affect said Premises and the use of the word "Grant" herein shall not be construed as a covenant against the existence of any thereof.
2. Grantee waives all claims against State, its officers, agents, and/or employees for any and all loss, injury, death or damage caused by, arising out of, or in any way connected with the Premises or Grantee's implementation or exercise of the Easement rights granted herein. Grantee shall protect, save, hold harmless, indemnify, and defend State, its officers, agents, and/or employees, from and against any and all loss, damage, claims, demands, liability, and costs, including, without limitation, all legal fees, expert witness fees, consultant fees, and expenses related to the response to, settlement, and/or defense of any claims, legal actions, or liability, which may be suffered or incurred by State, its officers, agents and/or employees, caused by, arising out of, or in any way connected with this Agreement and Grant of Easement, Grantee's use or occupation of the Premises, or implementation or exercise by Grantee of the Easement rights hereby granted, except those arising out of the sole active negligence or willful misconduct of State. Further, Grantee shall cause such indemnification and waiver of claims in favor of the State to be inserted in each contract Grantee executes in connection with Grantee's exercise of the rights granted herein. The obligations contained in this section shall survive termination of the Easement.
3. State reserves the right to use said Premises in any manner, provided such use does not unreasonably interfere with Grantee's Easement rights hereunder.
4. State reserves the right to require Grantee, at State expense, to remove and relocate all improvements placed by Grantee upon said Premises, upon determination by State that the same interfere with future development of State's property. Within 180 days after State's written notice and demand for removal and relocation of the improvements, Grantee shall remove and relocate the improvements to a feasible location on the property of State, as designated by State, and State shall furnish Grantee with an easement in such new location on the same terms and conditions as herein stated, all without cost to Grantee, and Grantee thereupon shall quitclaim to State the Easement herein granted.
5. This Easement shall automatically terminate in the event Grantee fails for a continuous period of 18 months to use this Easement for the purposes herein granted. Within 90 days after receiving written notice of such termination from State, Grantee shall deliver to State a fully executed quitclaim deed to all of Grantee's right, title and interest hereunder, in a form approved by State, and shall, without cost to State, remove all personal property and improvements placed by or for Grantee upon said Premises and restore the Premises as nearly as possible to the same condition they were in prior to the execution of this Easement, unless otherwise agreed to in writing by State. In the event Grantee should fail to remove the property and improvements and restore the Premises within 90 days, State may, at its sole discretion, do so at the risk of Grantee, and all costs of such removal and restoration shall be paid to State by Grantee within 10 days of receiving written demand by State. The obligations to quitclaim this Easement, remove all personal property and improvements, restore the Premises, and reimburse State for any costs incurred by State for removal and/or restoration, shall survive termination of this Easement.
6. State may terminate this Easement in the event of a breach or default of the terms of this Agreement and Grant of Easement by Grantee if such breach or default continues for more than 30 days after State has given Grantee written notice of such breach or default. However, if the nature of Grantee's breach or default is such that more than 30 days is required for its cure, then Grantee shall not be deemed to be in breach or default if Grantee commences such cure within such 30-day period and diligently proceeds with such cure to completion. A failure of State to enforce any term, covenant, or provision of this Agreement and Grant of Easement against Grantee shall not constitute a waiver of that term, covenant, or condition. A waiver by State of any breach or default by Grantee or any term, covenant or provision of this Agreement and Grant of Easement shall not be deemed a waiver of any other breach or default or any term, covenant or provision in any other instance. Any waiver by State shall not be effective unless in writing and signed by an authorized State representative.

7. Grantee understands that said Easement is within Chino Hills State Park, a state park, and Grantee agrees to abide by certain restriction and conditions concerning Grantee's access to and use of said Easement as follows:
- a. Any work or excavation on State property outside of the Premises shall require a Right of Entry Permit from State.
  - b. Grantee shall not cut or remove any trees or brush except as necessary for Easement purposes and approved in writing by State. Pruning of all trees shall comply with American National Standards Institute A300, Part 1 pruning standards, as may be amended.
  - c. State shall not be responsible for losses or damage to Grantee's personal property, equipment or materials.
  - d. Except as otherwise provided herein, Grantee shall refrain from interfering with the public's use and State's operation of the state park and shall comply with all state park regulations.
8. In making any excavation on the Premises, Grantee shall make all excavation activities available to the State archaeologist for observation and monitoring. During excavation, the State archaeological monitor may observe and report to the State on all excavation. State archaeological monitor shall be empowered to stop construction activities in the event the monitor determines that significant cultural resources are being disturbed. In the event that significant cultural resources are being disturbed, all work within thirty feet (30') of the find shall be immediately halted.

Should Grantee or its contractors find any cultural or historical resources, or suspected cultural or historical resources, in the absence of a State archaeologist, Grantee shall halt all work within thirty feet (30') of the find and immediately notify the State archaeologist or a State park ranger. Cultural resources include, but are not limited to, prehistoric deposits containing bone, flaked stone, or ground stone, historic deposits, and any other historical or archaeological artifacts. Grantee shall not resume work in the area of the find until authorized by the State archaeologist. Should human bone or bones of questionable appearance be disturbed during excavation, Grantee shall immediately notify the District Superintendent of the state park and halt ALL excavation until Health and Safety Code section 7050.5, Public Resources Code sections 5097 et seq. and 5097.9 et seq, and any applicable protocols, guidelines and channels of communication outlined by the California Native American Heritage Commission, have been complied with and the State archaeologist has authorized work to resume.

The Grantee or Grantee's contractor shall provide a work schedule to State so that the State archaeological monitor can arrange to be on site on the necessary days; Grantee agrees to include the State archaeologist in any preconstruction meetings with the prime contractors or subcontractors. The Grantee shall provide the State archaeologist with notice at least two weeks prior to the work start date.

9. (a) All written notices or other communications required or permitted hereunder shall be personally delivered (including by means of professional messenger service) or sent by overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested, to the addresses set forth below.
- (b) All written notices or other communications shall be deemed received upon the earlier of (1) if personally delivered or sent by overnight courier, the date of delivery to the address of the person to receive such notice, or (2) if mailed as provided above, on the date of receipt or rejection, when received by the other party if received Monday-Friday between 6:00 a.m. and 5:00 p.m. so long as such day is not a state or federal holiday and otherwise on the next day provided that if the next day is Saturday, Sunday, or a state or federal holiday, such notice shall be effective on the following business day.
- (c) Oral notices shall be effective upon receipt.

<p><b>TO GRANTOR:</b>  California Department of Parks and Recreation  Chino Sector Superintendent  1879 Jackson St.  Riverside, CA 92504  (951) 789-1278  <b>With a copy to:</b>  California Department of Parks and Recreation  Acquisition and Real Property Services  One Capitol Mall, Suite. 410  Sacramento, CA 95814  (916)327-7302</p>	<p><b>TO GRANTEE:</b>  Riverside County Regional Park and Open-Space District  General Manager  4600 Crestmore Road  Jurupa Valley, CA 92509  (951) 955-4558</p>
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10. Grantee shall be solely responsible for obtaining all applicable authorizations necessary to enjoy this Easement and shall comply with all applicable laws, including, but not limited to, all state and federal environmental laws, and all laws and government orders applicable to the use, storage, transportation and disposal of any hazardous substance. The release of non-pesticide petrochemicals on the Premises or state park lands is prohibited. All refueling operations shall have a spill plan signed by a registered engineer and shall use a liner in the secondary container design. Grantee shall immediately notify State in writing in the event of any spill or other incident involving hazardous substance contamination or violation of law, and shall undertake the appropriate remedial actions.
11. Grantee shall not let or sublet, or grant any licenses or permits with respect to the use or occupancy of said Premises or any operation thereof, without the prior written consent of State. This Easement shall not be assigned, mortgaged, hypothecated or transferred by Grantee, whether voluntarily or involuntarily by operation of law, except as expressly provided herein or with the express written consent of State.
12. This Agreement and Grant of Easement will be governed and construed by the laws of the State of California.
13. If any term, condition or provision of this Agreement and Grant of Easement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement and Grant of Easement shall not be affected thereby, and shall remain valid and enforceable to the fullest extent permitted by law.
14. If any party brings an action to enforce or interpret the terms of this Agreement and Grant of Easement or to declare rights under this Agreement and Grant of Easement, including any action in bankruptcy court, and together with the appeal of any such action, the prevailing party shall be entitled to its reasonable attorney fees and costs as fixed by the court.
15. Time is of the essence in this Agreement and Grant of Easement and each and all of its terms or conditions in which performance is a factor.
16. The person signing on behalf of Grantee warrants that he/she has authority to accept this Agreement and Grant of Easement on behalf of Grantee and to bind the Grantee to the terms and conditions of this Agreement and Grant of Easement.
17. All terms and conditions in the Memorandum of Agreement dated December 2, 2014 between the Riverside County Regional Parks and Open-Space District, "the District," and California State Parks, "the State," attached hereto as Exhibit "D" and by this reference made a part hereof.
18. GRANTEE shall not unreasonably interfere with the free and complete exercise of any easements held by the Santa Ana Watershed Project Authority (SAWPA). Any facilities constructed or erected on the Property by the grantee or its agents, contractors or officers, will also not permanently obstruct access in and out of the said Property, or access to SAWPA facilities.
19. The term of this Easement Agreement is twenty five (25 years) beginning from the delivery date of a Notice of Completion from the District, delivered to Parks, for the .86 miles portion of the trail located in Chino Hills State Park.

# EXHIBIT 'D'

**SANTA ANA RIVER TRAIL  
OPERATIONS AND MAINTENANCE  
Memorandum of Agreement  
PRADO BASIN TO GREEN RIVER SEGMENT  
Chino Hills State Park  
Prado Basin to Prado Road**

THIS AGREEMENT is made and entered into in duplicate, effective this 2 day of December, 2014 by and between the Riverside County Regional Park and Open-Space District, hereinafter referred to as "DISTRICT", and California State Parks, hereinafter referred to as "STATE".

**WITNESSTH:**

WHEREAS, the section of the Santa Ana River Trail and Parkway that comprises the Prado Basin to Green River segment passes through Chino Hills State Park which is owned and managed by STATE; and

WHEREAS, in 2007, The District secured grant funding from the State of California Resources Agency through the California River Parkways Grant Program to complete construction of the section that comprises the Prado Basin to Green River segment; and

WHEREAS, the Prado Basin to Green River segment will consist of approximately 2.0 miles of soft-surface trail and an asphalt bicycle trail, of which approximately 0.86 miles pass through Chino Hills State Park as shown on Exhibit A; and

WHEREAS, the funding award from the California River Parkways Grant Program requires a Maintenance Agreement for the duration of 25 years starting from the date of the completion of construction; and

WHEREAS, STATE acknowledges that the completed trail(s) will be operated and maintained for a period of not less than 25 years and it grants permission to the DISTRICT to operate and maintain any portions of the developed trail(s) constructed using grant funds that may exist on STATE property during that period; and

WHEREAS, THE DISTRICT acknowledges that all organizations that have easements to use the existing dirt trail will maintain those rights once the new trail is completed and in use; and

WHEREAS, STATE reserves the right to review and approve the plans in writing, for the portion of the trail(s) located on STATE property under the Prado Basin to Green River project, and that access to the project area for construction shall require separate approval from STATE and shall not be implied by this agreement.

**NOW THEREFORE, IT IS AGREED:**

THE DISTRICT shall maintain, at DISTRICT expense, the developed trail(s), all fences, access gates, drainage facilities, the structural adequacy of the developed trail(s), and directional signs and interpretive displays constructed or installed with funding from the California River Parkways grant to DISTRICT. The DISTRICT will work with the STATE to develop a maintenance framework including schedules/methods and anticipated costs for future management of the trail beyond the term of this agreement.

The DISTRICT shall hold STATE harmless for the wear and tear of the trail by equipment and vehicles on the portions of the Santa Ana River Trail and Parkway that pass through property for which STATE owns title; and

The DISTRICT shall indemnify and defend STATE, its officers, agents, employees, and servants, from and against all claims, demands, liability, damages, losses and expenses, including but not limited to attorney's fees, arising out of, in connection with, or resulted from DISTRICT acts, omissions or negligence pertaining to the use of or presence on the Santa Ana River Trail and Parkway where it passes through property that STATE owns.

DISTRICT shall operate and maintain the STATE'S property within scope and intent of the Chino Hills State Park General Plan, including but not limited to obtaining permits from STATE for Special Events on the trail.

The DISTRICT will deliver to STATE a notice of completion once construction of the section that comprises the 0.86 mile is complete.

The DISTRICT shall obtain a term easement from STATE for a period of 25 years for the developed trail(s).

Duration: This agreement shall commence upon the completion of construction of the trail, and shall continue for a period of 25 years.

IN WITNESS THEREOF, the parties have executed this Agreement as of the day and date first written above:

**RIVERSIDE COUNTY REGIONAL  
PARK AND OPEN SPACE DISTRICT**

BY:   
GENERAL MANAGER

DATE: 12/16/14

**CALIFORNIA STATE PARKS**

BY:   
DISTRICT SUPERINTENDENT

DATE: 12-2-2014

Notice of Exemption

Appendix E

To: County Clerk Original Negative Declaration/Notice of Exemption
County of: Riverside Determination was routed to County Clerk for posting on.
2724 Gateway Drive, Riverside, CA 92506
From: (Public Agency): Riverside County Park and Open-Space District
4600 Crestmore Rd., Jurupa Valley, CA 92509
Date: 8/2/18 Initial: [Signature] (Address)

Project Title: Agreement and Grant of Easement for Public Access – Santa Ana River Trail Improvements Project

Project Applicant: Riverside County Park and Open-Space District

Project Location - Specific: The portion of the Santa Ana River Trail that is subject to the Agreement and Grant of Easement for Public Access would start just north of the Burlington Northern Santa Fe Railroad (BNSF) tracks that bisects the Green River Golf Course, would then travel north and east ending at State Route 71, approximately 2.37 miles.

Project Location - City: Chino Hills, CA Project Location - County: Riverside

Description of Nature, Purpose and Beneficiaries of Project: The project is the approval and execution of an Agreement and Grant of Easement for Public Access ("Agreement") between the California State Department of Parks and Recreation. The Agreement will enable the District to make improvements to an existing 8 to 27 foot wide dirt trail by providing a defined usable and safe bike lane and multi-purpose trail for multiple users (hikers, bicyclists, and equestrians) and will contribute to the 110 mile Santa Ana River Trail and Parkway. The Agreement will also enable the District to operate and maintain the trail after improvements are completed.

Name of Public Agency Approving Project: Riverside County Park and Open-Space District

Name of Person or Agency Carrying Out Project: Riverside County Park and Open-Space 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));
- [X] Categorical Exemption. State type and section number: Section 15301(c), Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this includes road grading for the purpose of public safety).
- Statutory Exemptions. State code number:

Reasons why project is exempt: The District is proposing to approve and execute the Agreement whereby it will be able to make trail improvements and maintain and operate the improved trail. The Agreement was reviewed and determined to be categorically exempt under California Environmental Quality Act (CEQA) Guidelines Section 15301(c), Existing Facilities exemption. The project is the conveyance of an easement on real property for improvements to and maintenance of existing pedestrian and bicycle trails that will result in minor alterations to, and involve negligible or no expansion of, said trails.

Contact Person: Analicia Gomez Area Code/Telephone/Extension: 951-955-6998

- 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? [X] Yes [ ] No

Signature: [Signature] Date: 7/17/18 Title: Senior Park Planner
[X] Signed by Lead Agency [ ] Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code. Date Received for filing at OPR:
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

JUL 31 2018 13.1D