

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



ITEM
11.4
(ID # 8338)

MEETING DATE:

Tuesday, November 6, 2018

FROM : FLOOD CONTROL DISTRICT:

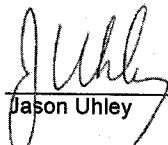
SUBJECT: FLOOD CONTROL DISTRICT: Adoption of Resolution No. F2018-24 Considering an Environmental Impact Report (SCH#2013111050) for the CV Link Multi-Modal Transportation Project, Making Responsible Agency Findings Pursuant to the California Environmental Quality Act, Adopting a Mitigation Monitoring and Reporting Plan, and Issuing Certain Limited Approvals for the Project; Approval of License Agreement Between the Riverside County Flood Control and Water Conservation District and the Coachella Valley Association of Governments for CV Link Multi-Modal Transportation Project (P01-PS1: Palm Springs – North and P03-CC: Cathedral City), Chino Canyon Levee, Whitewater River – Right Bank Levee, Stages 1 and 2, Cathedral Canyon Channel – North, and Cathedral Canyon Channel – East and West, Project Nos. 6-0-00070, 6-0-00250, 6-0-00012, and 6-0-00010, Encroachment Permit No. 3628, District 4. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Adopt Resolution No. F2018-24, Considering an Environmental Impact Report (SCH#2013111050) for the CV Link Multi-Modal Transportation Project, Making Responsible Agency Findings Pursuant to the California Environmental Quality Act, Adopting a Mitigation Monitoring and Reporting Plan, and Issuing Certain Limited Approvals for the Project; and

Continued on page 2

ACTION: Policy

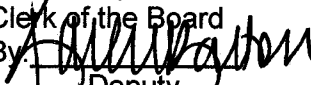

Jason Uhley

11/2/2018

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: November 6, 2018
xc: Flood, Recorder

Kecia Harper-Ihem
Clerk of the Board
By 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

2. Approve the License Agreement between the Riverside County Flood Control and Water Conservation District ("District") and the Coachella Valley Association of Governments, and authorize the Chairman of the Board to execute the same on behalf of the District; and
3. Authorize the General Manager-Chief Engineer to terminate the License Agreement at his or her sole discretion in accordance with the terms and conditions in the License Agreement; and
4. Direct the Clerk of the Board to return three (3) copies of the executed License Agreement to the District; and
5. Direct the Clerk of the Board to file the Notice of Determination with the County Clerk within five (5) working 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: The Licensee is funding all construction, operations, repair, and maintenance costs associated with CV Link and the public use components (100%).			Budget Adjustment:	No
			For Fiscal Year:	N/A

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Coachella Valley Association of Governments ("CVAG" or "Licensee") has requested a license from the District to utilize portions of the District's rights of way to construct a part of the Coachella Valley Link Multi-Modal Transportation Project ("CV Link"), a regional multi-modal facility that will create a new alternative transportation corridor throughout the Coachella Valley. CV Link will be an approximately 40-mile transportation path for pedestrians, bicycles, golf carts, and electric-powered low-speed vehicles along portions of the District's flood control facilities on the Chino Canyon Levee, Whitewater River, and Cathedral Canyon Channel.

The attached License Agreement sets forth the terms and conditions by which Licensee will configure, at its sole expense, the following portions of the District's rights of way as a dual use facility for CV Link:

- (i) Chino Canyon Levee from State Highway 111 to North Indian Canyon Drive; and
- (ii) Whitewater River – Right Bank Levee, Stages 1 and 2 from North Indian Canyon Drive to Date Palm Drive.

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

On February 7, 2017 (Agenda Item No. 11.3), the Board of Supervisors approved a License Agreement ("Previous Agreement") between the District and the City of Cathedral City ("City"), whereby the District granted a license to the City to construct, operate, and maintain the Cathedral City Whitewater Bike Path ("CCWWBP"), which is an early phase of CV Link. The CCWWBP is located along the District's rights of way for the Whitewater River – Right Bank Levee, Stage 2 from Vista Chino to Ramon Road. The City has constructed the CCWWBP. Since CCWWBP is an early phase of CV Link, the District and City will enter into an agreement to terminate the Previous Agreement to allow CVAG to take up operations, repair, and maintenance of the CCWWBP. The attached License Agreement sets forth the terms and conditions by which the Licensee will operate, repair, and maintain the CCWWBP within the District's rights of way upon the termination of the Previous Agreement.

Pursuant to the California Environmental Quality Act ("CEQA"), CVAG has assumed the role of Lead Agency and certified a Final Environmental Impact Report for the Project (SCH# 2013111050) on May 16, 2017. The District has more limited approvals and implementing authority over the License Agreement and thus serves only as a Responsible Agency for the License Agreement pursuant to the requirements of CEQA. The certain limited approvals involve entering into License Agreements and a potential Termination Agreement which are merely actions that provide access to the District's property, and does not include any construction activities by the District. District Staff recommends the adoption of Resolution No. F2018-24 to make the requisite Responsible Agency CEQA findings for the limited approvals associated with the Project (i.e., approval of the License Agreement).

County Counsel has approved the License Agreement and Resolution No. F2018-24 as to legal form. The Licensee has executed the License Agreement.

Prev. Agn. Ref.: MT#3366 11.3 of 02/07/17

Impact on Residents and Businesses

Upon construction completion, this alternative transportation corridor will provide a safer route for children to go to school, relieve congestion on State Highway 111, improve air quality, and enable an active and healthy lifestyle by providing an additional recreation and fitness opportunity. Additionally, CV Link is anticipated to spur economic activity in the region, including creating jobs during the construction phase.

Additional Fiscal Information

All construction, operations, and maintenance costs associated with the public use components will be borne by Licensee. The operation and maintenance of the existing flood control facilities will continue to be a District responsibility.

ATTACHMENTS:

1. Vicinity Map
2. License Agreement

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

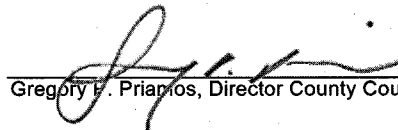
3. Resolution No. F2018-24
4. Notice of Determination
5. Authorization to Bill for Notice of Determination Filing

RKM:blm
P8/223230



Jason Farin, Senior Management Analyst

11/2/2018



Gregory F. Priamos, Director County Counsel

11/2/2018

BOARD OF SUPERVISORS

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

RESOLUTION NO. F2018-24

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT CONSIDERING AN ENVIRONMENTAL IMPACT REPORT FOR THE CV LINK MULTI-MODAL TRANSPORTATION PROJECT, MAKING RESPONSIBLE AGENCY FINDINGS PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, ADOPTING A MITIGATION MONITORING AND REPORTING PLAN, AND ISSUING CERTAIN LIMITED APPROVALS FOR THE PROJECT

WHEREAS, the Riverside County Flood Control and Water Conservation District ("District") is the owner of flood channels and levees for Segments 1 and 3 known as follows: **1)** Chino Canyon Levee (Project No. 6-0-00070) from State Highway 111 to North Indian Canyon Drive; **2)** Whitewater River – Right Bank Levee, Stages 1 and 2 (Project No. 6-0-00250) from North Indian Canyon Drive to Date Palm Drive (CCWWBP - Built through a license agreement with the City of Cathedral City) and Whitewater River - Right Bank Levee, Stages 1 and 2 (Project No. 6-0-00250) from Vista Chino to Ramon Road); **3)** Cathedral Canyon Channel – North (Project No. 6-0-00012) between Date Palm Drive and the Whitewater River; **4)** Cathedral Canyon Channel – East and West (Project No. 6-0-00010) between State Highway 111 and the Whitewater River; and for Segment 2 known as follows: **5)** Tahquitz Creek Channel, Stage 1 (Project No. 6-0-00060) between South Palm Canyon Drive and the outlet for Palm Springs Master Drainage Plan – Line 27, Stage 1; **6)** Palm Springs Master Drainage Plan – Line 27, Stage 1 [Sunrise Way] (Project No. 6-0-00180) near the intersection of Sunrise Way and East Mesquite Avenue; **7)** Palm Canyon Wash, Stage 4 (Project No. 6-0-00040) between South Gene Autry Trail and the Whitewater River; and **8)** Palm Springs Master Drainage Plan – Line 22, Stage 2 (Project No. 6-0-00322) between El Cielo Road to South Gene Autry Trail ("District Land"); and

WHEREAS, the District has been asked to issue certain limited approvals for the CV Link Multi-Modal Transportation Project, specifically including granting certain non-exclusive licenses and uses of District Land for Segments 1, 2 and 3 and to provide for operations, repair and maintenance of the paths over District Land pursuant to certain License Agreements and Termination Agreement with CVAG and other local public agencies; and

FORM APPROVED COUNTY COUNSEL
BY:  THOMAS OH
DATE 11/2/18

1 **WHEREAS**, pursuant to the California Environmental Quality Act (Public Resources Code section
2 21000 et seq.) and the State CEQA Guidelines (14 California Code of Regulations section 15000 et seq.)
3 (“CEQA”) an Environmental Impact Report (State Clearinghouse No. 2013111050) (“EIR”) for the CV Link
4 Multi-Modal Transportation Project was previously prepared and certified by Coachella Valley Association
5 of Governments (“CVAG”), as the CEQA lead agency, on May 15, 2017; and

6 **WHEREAS**, on May 15, 2017 CVAG adopted Resolution Nos. 17-003 and 17-004 which certified
7 the EIR, adopted a Mitigation Monitoring and Reporting Program, approved Alternative 1, as modified, to
8 the Project, and adopted a Statement of Overriding Considerations for the Project; and

9 **WHEREAS**, CVAG served as lead agency for the environmental review and analysis of the Project
10 pursuant to the requirements of CEQA; and

11 **WHEREAS**, the District has more limited approval and implementing authority over the Project and
12 thus serves only as a responsible agency for the Project pursuant to the requirements of CEQA; and

13 **WHEREAS**, the lead agency, at a noticed public meeting, reviewed and considered the Final EIR,
14 the Initial Study, a Mitigation Monitoring and Reporting Program, the Project, all oral and written comments
15 received, and certified the EIR, made written findings, adopted a Mitigation Monitoring and Reporting
16 Program, and approved the Project; and

17 **WHEREAS**, the District, as a responsible agency, has verified that the certified Final EIR adequately
18 analyzes the potential environmental impacts associated with the District’s limited role as a responsible
19 agency in the implementation of the Project; and

20 **WHEREAS**, all other legal prerequisites to the adoption of this Resolution have occurred;

21 **NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED** by the Board of
22 Supervisors of the Riverside County Flood Control and Water Conservation District (“Board”) assembled in
23 regular session on November 6, 2018, in the meeting room of the Board of Supervisors located on the 1st
24 floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, based upon the
25 evidence and testimony presented on the matter, both written and oral, including the EIR as it relates to the
26 Project, that:

27 **SECTION 1.** Incorporation of Recitals. The above recitations constitute findings of the Board with
28 respect to the Leases and are incorporated herein

1 **SECTION 2. CEQA Actions.**

2 (a) Consideration of the EIR and Adoption of Findings Regarding CEQA Compliance.

3 As the decision-making body for the District, and in the District's limited role as a
 4 responsible agency under CEQA, the District has received, reviewed, and considered
 5 the information contained in the Final Environmental Impact Report for the Project,
 6 the Initial Study, all comment letters, and other related documents. Based on this
 7 review, the Board finds that, as to those potential environmental impacts within the
 8 District's powers and authorities as responsible agency, that the EIR for the Project
 9 contains a complete, objective, and accurate reporting of those potential impacts as
 10 they relate to the Project under the authority of the District as the Responsible Agency
 11 and this determination reflects the independent judgment and analysis of the Board.

12 (b) CEQA Findings on Environmental Impacts. In its limited role as a responsible agency

13 under CEQA, the Board finds that there are no feasible alternatives to the Project
 14 which would avoid or substantially lessen the Project's potentially significant
 15 environmental impacts but still achieve most of the Project's objectives. The certain
 16 limited approvals merely involve granting licenses and use of District Land pursuant
 17 to agreements entered into with the District. The Board further finds that the mitigation
 18 measures imposed by the lead agency are sufficient to reduce all potentially significant
 19 impacts to a level of less than significant. As such, the Board concurs with the
 20 environmental findings adopted by the lead agency, which are attached hereto as
 21 Exhibit "A," and therefore the Board adopts those findings as its own and incorporates
 22 them herein.

23 (c) Adoption of Mitigation Monitoring and Reporting Program. The Board hereby

24 approves and adopts the Mitigation Monitoring and Reporting Program prepared for
 25 the Project and approved by the lead agency, which is attached to the written findings
 26 attached hereto as Exhibit "A" and incorporated herein.

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

NOTICE OF DETERMINATION

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

Responsible Agency: **Riverside County Flood Control
 and Water Conservation District**
 1995 Market Street
 Riverside, CA 92501
 Contact: Bailey Bingham
 951.955.3134

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

11/14/18
 Date

VB
 Initial

Lead Agency: **The Coachella Valley Association of
 Governments ("CVAG")**
 73-710 Fred Waring Drive, Suite 200
 Palm Desert, CA 92260

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

State Clearinghouse Number: 2013111050

Project Title: CV Link Multi-Modal Transportation Project (CV Link) – License Agreement and Encroachment Permit

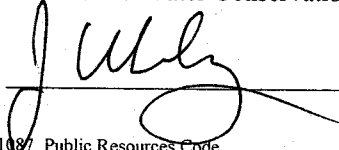
Project Location: The CV Link project includes Segments 1 and 3 known as follows: 1) Chino Canyon Levee (Project No. 6-0-00070) from State Highway 111 to North Indian Canyon Drive; 2) Whitewater River – Right Bank Levee, Stages 1 and 2 (Project No. 6-0-00250) from North Indian Canyon Drive to Date Palm Drive (CCWWBP - Built through a license agreement with the City of Cathedral City) and Whitewater River – Right Bank Levee, Stages 1 and 2 (Project No. 6-0-00250) from Vista Chino to Ramon Road); 3) Cathedral Canyon Channel – North (Project No. 6-0-00012) between Date Palm Drive and the Whitewater River; 4) Cathedral Canyon Channel – East and West (Project No. 6-0-00010) between State Highway 111 and the Whitewater River; and for Segment 2 known as follows: 5) Tahquitz Creek Channel, Stage 1 (Project No. 6-0-00060) between South Palm Canyon Drive and the outlet for Palm Springs Master Drainage Plan – Line 27, Stage 1; 6) Palm Springs Master Drainage Plan – Line 27, Stage 1 [Sunrise Way] (Project No. 6-0-00180) near the intersection of Sunrise Way and East Mesquite Avenue; 7) Palm Canyon Wash, Stage 4 (Project No. 6-0-00040) between South Gene Autry Trail and the Whitewater River; and 8) Palm Springs Master Drainage Plan – Line 22, Stage 2 (Project No. 6-0-00322) between El Cielo Road to South Gene Autry Trail.

Project Description: The District intends to terminate a previous agreement with the City of Cathedral City for an early phase of the CV Link called the Cathedral City Whitewater Bike Path. The "project" referenced in this Notice of Determination is the discretionary approval by the District to enter into a License Agreement that sets forth the terms and conditions by which portions of District rights of way will be configured, at the sole expense of CVAG (Licensee), as a dual use facility known as the CV Link. The CV Link will provide certain public uses, including pedestrian, bicycle, golf carts, and electric-powered low-speed vehicles. CVAG is the CEQA Lead Agency and has previously approved the project and certified an Environmental Impact Report (EIR). The District, as a CEQA Responsible Agency, is to make certain limited approvals for the CV Link, specifically including entering into the License Agreement and issuing an encroachment permit ("Encroachment Permit") to the Licensee. The Encroachment Permit and License Agreement will allow CVAG to operate, repair, and maintain the CV Link within the District's existing rights of way.

CEQA Determination: This is to advise that the Riverside County Flood Control and Water Conservation District, as a Responsible Agency, approved the above License Agreement on NOV. 6, 2018 and has made the following determinations regarding the above described project:

1. Pursuant to CEQA Guidelines Section 15096(f) the District, as a Responsible Agency, complies with CEQA by considering the environmental effects of the project as identified in the Final Environmental Impact Report (EIR) for the CV Link (SCH#2013111050) prepared by CVAG.
2. The District has received and considered the EIR.
3. The project will have a significant effect on the environment.
4. Mitigation measures were made a condition of approval for project.
5. A Mitigation Monitoring and Reporting Program was adopted for this project.
6. A Statement of Overriding Considerations was adopted for this project.
7. Findings were made pursuant to the provisions of CEQA.
8. The License Agreement will not result in any new significant environmental effects not identified in the EIR, nor will it substantially increase the severity of the environmental effects identified in the EIR.

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

Public Agency Signature: 
 BNB:mcv

Title: General Manager-Chief Engineer Date: 11/2/18

RIVERSIDE COUNTY CLERK-RECORDER

AUTHORIZATION TO BILL

TO BE FILLED OUT BY SUBMITTING AGENCY

DATE: 10/22/2018 BUSINESS UNIT/AGENCY: FLOOD CONTROL - FCARC

ACCOUNTING STRING:

ACCOUNT: 528410 FUND: 40870
DEPT ID: 847100 PROGRAM: _____

AMOUNT: \$50.00

REF:

CDFW Authorization to Bill for CV Link Multi-Modal Transportation Project, Prj No. 138-Q-7-08628-00-51-0000-909
**The Full CEQA EIR fee was previously paid on this project by the Coachella Valley Association of Governments (SCH#2013111050). Therefore, please only bill Flood Control for the \$50 filing fee.

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

NUMBER OF DOCUMENTS INCLUDED:

1

AUTHORIZED BY:

Kerina Hinton Ext 5-6330 

PRESENTED BY:

Rafael Shoshon Ext 58134

CONTACT:

Randy Sheppard Ext 81308

TO BE FILLED OUT BY COUNTY CLERK

ACCEPTED BY: _____

DATE: _____

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

LICENSE AGREEMENT

CV Link Multi-Modal Transportation Project
(P01-PS1: Palm Springs – North and P03-CC: Cathedral City)
Chino Canyon Levee
Whitewater River – Right Bank Levee, Stages 1 and 2
Cathedral Canyon Channel – North
Cathedral Canyon Channel – East and West
Project Nos. 6-0-00070, 6-0-00250, 6-0-00012 and 6-0-00010
Encroachment Permit No. 3628

The RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic, hereinafter called "DISTRICT" and the COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS, a joint powers authority, hereinafter called "LICENSEE", hereby enter into this License Agreement ("Agreement") and agree as follows:

RECITALS

A. DISTRICT owns, operates and maintains certain flood control and drainage facilities principally located in the cities of Palm Springs and Cathedral City, including the following:

- i. Chino Canyon Levee (Project No. 6-0-00070), hereinafter called "CHINO CANYON"; and
- ii. Whitewater River - Right Bank Levee, Stages 1 and 2 (Project No. 6-0-00250), hereinafter called "WHITEWATER RIVER"; and

B. Together, CHINO CANYON and WHITEWATER RIVER are hereinafter called "DISTRICT FACILITIES"; and

C. DISTRICT FACILITIES are 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 Cathedral City and Palm Springs and adjacent unincorporated areas; and

D. DISTRICT FACILITIES are located within DISTRICT's existing easements and rights of way, hereinafter called "DISTRICT RIGHTS OF WAY"; and

E. LICENSEE desires to construct a path, hereinafter called "PATH", shown in concept in purple on Exhibit "A", attached hereto and made a part hereof, for public purposes, including the construction of path improvements and certain ancillary uses associated therewith, including walking, jogging, bicycling, golf carts, and electric-powered low-speed vehicles ("LSVs"); and

F. DISTRICT and the City of Cathedral City, hereinafter called "CITY", previously entered into that certain License Agreement executed on February 7, 2017 (DISTRICT's Board Agenda Item No. 11.3), hereinafter called "PREVIOUS AGREEMENT", which set forth the terms and conditions by which a portion of WHITEWATER RIVER from Vista Chino to Ramon Road was to be configured, at the sole expense of CITY, as a dual use facility providing certain public uses known as the Cathedral City Whitewater Bike Path ("CCWWBP") within DISTRICT RIGHTS OF WAY. CCWWBP is shown in green on Exhibit "A"; and

G. CITY has satisfied its construction obligation under PREVIOUS AGREEMENT by constructing CCWWBP in accordance with the terms of PREVIOUS AGREEMENT; and

H. CCWWBP is an early phase of PATH, and DISTRICT and CITY will terminate PREVIOUS AGREEMENT in order to allow LICENSEE to take over the operation, repair, and maintenance of the CCWWBP pursuant to this Agreement; and

I. LICENSEE desires to utilize portions of DISTRICT RIGHTS OF WAY, with said portions hereinafter collectively called "LICENSE AREA", as shown in concept in yellow on Exhibit "B", attached hereto and made a part hereof, for PATH and CCWWBP in the following areas:

- i. CHINO CANYON between State Highway 111 and North Indian Canyon Drive; and

- ii. WHITEWATER RIVER between North Indian Canyon Drive and Date Palm Drive; and

J. DISTRICT FACILITIES' flood control function is sporadic in nature and thus appropriate public uses, golf carts, and electric-powered LSVs may be accommodated within DISTRICT RIGHTS OF WAY to the extent that such uses do not interfere with DISTRICT FACILITIES' principal function or DISTRICT's ability to operate and maintain DISTRICT FACILITIES; and

K. DISTRICT owns, operates and maintains certain flood control and drainage facilities principally located in the city of Cathedral City, including the following: Cathedral Canyon Channel – North (Project No. 6-0-00012), hereinafter called "NORTH CATHEDRAL CANYON" and Cathedral Canyon Channel – East and West (Project No. 6-0-00010), hereinafter called "EAST CATHEDRAL CANYON"; and

L. DISTRICT is currently in the process of renewing easements for NORTH CATHEDRAL CANYON between Date Palm Drive and the Whitewater River (over a portion of Assessor's Parcel Number 674-020-052) ("NCC EASEMENT"), as shown in concept cross-hatched in brown on Exhibit "B", and EAST CATHEDRAL CANYON between State Highway 111 and the Whitewater River (over a portion of Assessor's Parcel Numbers 674-500-015 and 674-500-043) ("ECC EASEMENT"), as shown in concept cross-hatched in magenta on Exhibit "B". LICENSEE intends to build (i) a portion of PATH along Date Palm Drive at NORTH CATHEDRAL CANYON, and (ii) a bridge spanning the width of EAST CATHEDRAL CANYON between State Highway 111 and the Whitewater River, which will be a part of PATH. Upon the recordation of NCC EASEMENT in the Official Records of the County of Riverside, DISTRICT and LICENSEE intend to amend this Agreement to include NORTH CATHEDRAL CANYON between Date Palm Drive and the Whitewater River as part of LICENSE AREA.

Upon the recordation of ECC EASEMENT in the Official Records of the County of Riverside, DISTRICT and LICENSEE intend to amend this Agreement to include EAST CATHEDRAL CANYON between State Highway 111 and the Whitewater River as part of LICENSE AREA; and

M. On May 15, 2017, acting as Lead Agency pursuant to the California Environmental Quality Act (CEQA), LICENSEE has certified an environmental impact report for PATH (State Clearinghouse Number 2013111050) and adopted a Mitigation Monitoring and Reporting Program for the same; and

N. Subject to the provisions of this Agreement, DISTRICT is willing to (i) allow LICENSEE to construct path improvements within LICENSE AREA, (ii) allow LICENSEE to operate, repair, and maintain said path improvements, and (iii) allow the public to utilize the path improvements for compatible public uses, including walking, jogging, bicycling, golf carts, and electric-powered LSVs; and

O. In accordance with the provisions of this Agreement, LICENSEE is willing to (i) prepare or cause to be prepared plans and specifications for PATH and submit to DISTRICT for its review and approval, (ii) cause the construction, inspection, operation, repair, and maintenance of the PATH at no cost to DISTRICT, (iii), cause the inspection, operation, repair, and maintenance of CCWWBP at no cost to DISTRICT, (iv) conduct periodic safety inspections of PATH and CCWWBP, and (v) indemnify, defend, and hold DISTRICT harmless from any claims arising from LICENSEE's or the public's use of PATH and CCWWBP or from LICENSEE's responsibilities in connection therewith or the condition thereof; and

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

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

SECTION I

LICENSEE shall:

1. Pursuant to CEQA, continue to act in the Lead Agency role and be responsible for preparation, circulation and adoption of all necessary and appropriate CEQA documents pertaining to (i) construction, operation, repair, and maintenance of PATH and (ii) operation, repair, and maintenance of CCWWBP.
2. Prior to constructing any improvements on, or performing any physical modifications within, LICENSE AREA, prepare or cause to be prepared plans and specifications for PATH ("IMPROVEMENT PLANS") and submit to DISTRICT for review and approval.
3. Pay all costs associated with preparation of IMPROVEMENT PLANS and DISTRICT's review and approval thereof.
4. Pay all costs associated with DISTRICT's preparation and administration of this Agreement.
5. Secure, at its sole cost and expense, all necessary permits, approvals, licenses or agreements as may be required by any federal, state or local resource and/or regulatory agencies, as may be needed to (i) construct, inspect, operate, repair, and maintain PATH ("PATH PERMITS") and (ii) inspect, operate, repair, and maintain CCWWBP ("CCWWBP PERMITS"). PATH PERMITS and CCWWBP PERMITS are hereinafter collectively called "REGULATORY PERMITS". 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, State Water Resources Control Board and Coachella Valley Conservation Commission.

6. Secure, at its sole cost and expense, all necessary approvals from underlying property owners ("PERMISSIONS") as required to (i) construct, inspect, operate, repair, and maintain PATH and (ii) inspect, operate, repair, and maintain CCWWBP.

7. Obtain an encroachment permit from DISTRICT, pursuant to its rules and regulations, and comply with all provisions set forth therein prior to commencing construction of PATH or any other improvements within DISTRICT RIGHTS OF WAY.

8. Prior to commencing construction, furnish DISTRICT with copies of all PATH PERMITS.

9. Prior to commencing construction, furnish DISTRICT with copies of all PERMISSIONS.

10. Assume sole responsibility for compliance with the requirements of all REGULATORY PERMITS, including any renewals or amendments thereto.

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

12. Construct PATH in LICENSE AREA, or cause PATH to be constructed in LICENSE AREA, in accordance with IMPROVEMENT PLANS approved by DISTRICT, and pay all costs associated therewith.

13. Provide DISTRICT with a reproducible duplicate copy of final record drawings.

14. Not permit any change to or modification of DISTRICT permitted IMPROVEMENT PLANS without the prior written permission and consent of DISTRICT.

15. Assume sole responsibility for (i) the design, construction, operation, repair and maintenance of PATH and (ii) the operation, repair, and maintenance of CCWWBP, including all necessary modifications, repairs, or corrections to, or temporary removal of, PATH or CCWWBP as reasonably deemed necessary by DISTRICT for the continuing function, reconstruction, repair or operation and maintenance of DISTRICT FACILITIES.

16. Within DISTRICT RIGHTS OF WAY, (i) assume sole responsibility for the operation and maintenance of all LICENSEE constructed improvements including, but not limited to, performing all necessary repairs and the routine removal of trash and debris associated with LICENSEE's and public's use of DISTRICT RIGHTS OF WAY, and (ii) as between DISTRICT and LICENSEE, assume all liability associated with the public use of DISTRICT RIGHTS OF WAY including claims of third persons for injury or death or damage to property, subject to any defenses and immunities LICENSEE may have in response to such third party claims. Said obligation shall not include any inverse condemnation liability of DISTRICT by reason of the location of DISTRICT FACILITIES or PATH or CCWWBP improvements thereto unless such liability is the result of LICENSEE's operations or use of the property by the public pursuant to LICENSEE's actual or tacit consent.

17. Protect the safety of the public who may utilize DISTRICT RIGHTS OF WAY by conducting periodic safety inspections and promptly making repairs that are necessary to safeguard the public and its use thereof.

18. Promptly repair any damage to DISTRICT FACILITIES resulting from LICENSEE's or the public's use of DISTRICT RIGHTS 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.

19. Waive any claim against DISTRICT for damages to PATH or CCWWBP resulting from DISTRICT's customary operation and maintenance activities performed within DISTRICT RIGHTS 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.

20. 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 LICENSEE has installed any such improvements and/or equipment, or LICENSEE has used or allowed use of DISTRICT RIGHTS OF WAY in a manner which, in the sole opinion of DISTRICT's General Manager-Chief Engineer, would be detrimental to the operation of DISTRICT FACILITIES.

21. If in the opinion of DISTRICT's General Manager-Chief Engineer, LICENSEE's or the public's use of DISTRICT RIGHTS 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 DISTRICT, DISTRICT reserves the right to require remediation and, if remediation is unsuccessful, to terminate this Agreement.

22. Indemnify and hold harmless DISTRICT, its directors, officers, Board of Supervisors, elected and appointed officials, agents, employees, representatives, independent contractors and subcontractors (collectively "INDEMNIFIED PARTIES") from any liability whatsoever, based or asserted upon any act or omission of LICENSEE, its officers, employees, subcontractors, agents or representatives, arising from, related to or in any manner connected with LICENSEE's use and responsibilities in connection therewith of DISTRICT RIGHTS 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 arising from, related to, or in any

manner connected with the public use of DISTRICT RIGHTS OF WAY. LICENSEE 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, INDEMNIFIED PARTIES 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 LICENSEE, LICENSEE shall, at their 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 DISTRICT; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes LICENSEE's indemnification to INDEMNIFIED PARTIES as set forth herein. LICENSEE's obligation hereunder shall be satisfied when LICENSEE has provided to INDEMNIFIED PARTIES the appropriate form of dismissal relieving INDEMNIFIED PARTIES from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe LICENSEE's obligations to indemnify and hold harmless INDEMNIFIED PARTIES herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve LICENSEE from indemnifying the INDEMNIFIED PARTIES to the fullest extent allowed by law.

This indemnification provision shall survive termination or expiration of this Agreement until such a time as the statute of limitations shall run for any claims that may arise out of this Agreement.

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 constructing any improvements on, or performing any physical modifications within, LICENSE AREA.
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 LICENSEE.
4. Upon DISTRICT approval of applicable IMPROVEMENT PLANS, REGULATORY PERMITS, and PERMISSIONS, issue an encroachment permit to LICENSEE for the construction, operation, repair, and/or maintenance of PATH in accordance with DISTRICT approved IMPROVEMENT PLANS and subject to the provisions set forth in DISTRICT's encroachment permit.
5. Grant LICENSEE a revocable license to utilize LICENSE AREA for public purposes, provided that LICENSEE's activities do not, in any way whatsoever, impair DISTRICT FACILITIES' primary flood control purpose and function or otherwise interfere with DISTRICT's ability to operate, maintain, repair or reconstruct DISTRICT FACILITIES or any appurtenant works. Said license may be revoked by DISTRICT in the event that said uses, in the sole discretion of DISTRICT's General Manager-Chief Engineer, unduly compromise DISTRICT FACILITIES' primary flood control purpose and function or interfere with DISTRICT's ability to operate and maintain DISTRICT FACILITIES.
6. Inspect PATH construction, as appropriate.
7. Provide LICENSEE with written notice of (i) any non-compatible use or condition that is not in conformity with the provisions of this 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 DISTRICT FACILITIES or DISTRICT's ability to operate and maintain DISTRICT FACILITIES, and grant LICENSEE ten (10) days from and after such notice to correct any such nonconforming use or condition.

8. Continue to maintain DISTRICT FACILITIES' structural integrity including, but not limited to, lines and grades, inlets, fencing and ramps to such an extent that DISTRICT FACILITIES continue 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, repair, and maintenance of PATH, (ii) the design, construction, inspection, operation, repair, and maintenance of CCWWBP, or (iii) LICENSEE's or public's use of DISTRICT RIGHTS OF WAY as granted herein, unless done so expressly in writing approved by both parties as an amendment or addendum to this Agreement.

10. Other than in emergency situations, provide thirty (30) days written notice to LICENSEE should DISTRICT determine that a closure of PATH or CCWWBP for the purpose of operation, maintenance repair or re-construction is necessary.

SECTION III

It is further mutually agreed:

1. The term of this Agreement shall commence on the date this Agreement is executed by all parties hereto and shall continue thereafter, unless and until terminated in accordance with the provisions of this Agreement.

2. DISTRICT reserves the right to terminate this Agreement and any encroachment permit issued thereto if, for any reason whatsoever, DISTRICT's General Manager-Chief Engineer determines that LICENSEE's or the public's use of DISTRICT RIGHTS OF WAY is not compatible with DISTRICT FACILITIES' primary flood control purpose or function.

3. Notwithstanding anything to the contrary herein, the rights, obligations, and responsibilities of LICENSEE contained herein with respect to CCWWBP, including the inspection, operation, repair, and maintenance of CCWWBP and the right to enter upon and use CCWWBP portion of LICENSE AREA, shall not be effective, enforceable, or binding until the effective date of the termination of PREVIOUS AGREEMENT pursuant to a termination agreement entered into and executed by CITY and DISTRICT.

4. PATH and CCWWBP shall, at all times, remain under the exclusive responsibility of LICENSEE. Nothing herein shall be construed as creating any obligation or responsibility on the part of DISTRICT to operate, repair, maintain, or warranty PATH.

5. Except as otherwise provided herein, all construction and repair work associated with PATH and CCWWBP shall be inspected by LICENSEE at LICENSEE's sole cost and expense, and shall not be deemed complete until approved and accepted as complete by LICENSEE.

6. DISTRICT personnel may observe and inspect all work being done on PATH. It is further mutually agreed by the parties hereto that any quality control comments from DISTRICT regarding said work shall be provided in writing to LICENSEE personnel who, as LICENSEE's construction contract administrator, shall be solely responsible for communicating said comments with its construction contractor(s).

7. As a condition to this Agreement, without limiting or diminishing LICENSEE's obligation to indemnify or hold INDEMNIFIED PARTIES harmless, LICENSEE shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. As respects to the insurance section, DISTRICT herein refers to the Riverside County Flood Control and Water Conservation District, the County of Riverside, its agencies, districts, special districts and departments, their respective directors,

officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

- a. **Workers' Compensation.** If LICENSEE has employees as defined by the State of California, LICENSEE shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than **\$1,000,000** per person per accident. The policy shall be endorsed to waive subrogation in favor of DISTRICT and the County of Riverside.
- b. **Commercial General Liability.** Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of LICENSEE's performance of its obligations hereunder. Policy shall name the Riverside County Flood Control and Water Conservation District, the County of Riverside, its agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.
- c. **Vehicle Liability.** If LICENSEE's vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then

LICENSEE shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the Riverside County Flood Control and Water Conservation District, the County of Riverside, its agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

- d. General Insurance Provisions - All lines.
 - i. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
 - ii. The LICENSEE's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the County Risk Manager before the commencement of use and operations under this Agreement. Upon notification of deductibles or self-insured retentions unacceptable to DISTRICT, and at the election of the County Risk Manager, LICENSEE's carriers shall either: 1) reduce or eliminate such

deductibles or self-insured retentions as respects this Agreement with DISTRICT, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

- iii. LICENSEE shall cause LICENSEE's insurance carrier(s) to furnish DISTRICT with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If LICENSEE's insurance carrier(s) do(es) not meet the minimum notice requirement found herein, LICENSEE shall cause LICENSEE's insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.
- iv. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless DISTRICT receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the

insurance required herein is in full force and effect. *LICENSEE shall not commence entry onto the LICENSE AREA until DISTRICT has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance. DISTRICT reserves the right to require complete certified copies of all policies of LICENSEE's contractors and subcontractors, at any time.*

- v. It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and DISTRICT's and the County of Riverside's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- vi. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of the Agreement; or, there is a material change in the equipment to be used in the performance of the scope of work (such as the use of aircraft or watercraft), DISTRICT reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein, if in the County Risk Manager's reasonable judgment,

the amount or type of insurance carried by LICENSEE has become inadequate.

- vii. LICENSEE shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- viii. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to LICENSEE.
- ix. LICENSEE agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

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

9. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall be declared severable and shall be given full force and effect to the fullest extent possible. It is expressly understood that this Agreement is not exclusive and does not in any way whatsoever grant or convey any permanent easement, lease, fee or other real property interest in DISTRICT FACILITIES to LICENSEE.

10. This Agreement is subordinate to all prior and future rights of DISTRICT in DISTRICT FACILITIES and the use of DISTRICT FACILITIES for the purposes in which it was acquired.

11. The undersigned represents that it has the authority to, and does, bind the person or entity on whose behalf and for whom it is signing this Agreement and the attendant documents provided for herein, and this Agreement and said additional documents are, accordingly, binding on said person or entity.

12. This Agreement is made for the benefit of the parties to this Agreement and their respective successors and assigns, and except as provided in Section III.20., no other persons or entity may have or acquire any right by virtue of this Agreement.

13. LICENSEE shall not permit to be placed against DISTRICT FACILITIES or any part thereof, any design professionals', mechanics', material man's, contractors' or subcontractors' liens with the regard to LICENSEE's actions upon DISTRICT FACILITIES. LICENSEE agrees to hold DISTRICT harmless for any loss or expense, including reasonable attorneys' fee, arising from any such liens which might be filed against DISTRICT FACILITIES.

14. Any and all notices sent or required to be sent to the parties of this 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

COACHELLA VALLEY ASSOCIATION
OF GOVERNMENTS
73-710 Fred Waring Drive, Suite 200
Palm Desert, CA 92260
Attn: Tom Kirk

15. 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 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.

16. The parties hereto shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. LICENSEE shall proceed diligently with the performance of this Agreement pending the resolution of a dispute. Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session with a neutral third-party mediator agreeable to both parties in the County of Riverside. The parties shall share the cost of mediation.

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

18. Any waiver by DISTRICT or by LICENSEE of any breach of any one or more of the terms of this 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 LICENSEE to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or estopping DISTRICT or LICENSEE from enforcement hereof.

19. This 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 Agreement may be changed or modified only upon the written consent of the parties hereto.

20. This Agreement shall not be assigned by either party, in whole or in part, without the prior written consent of the other party.

//

//

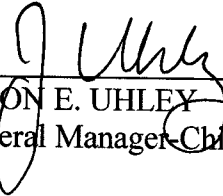
[signatures on following page]

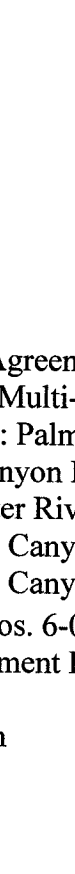
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on
NOV 06 2018

(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

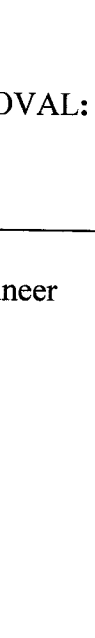
By 
MARION ASHLEY, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

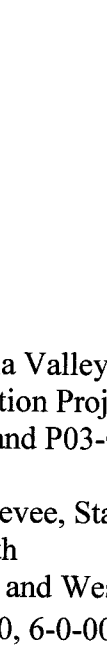
APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By 
THOMAS OH
Deputy County Counsel

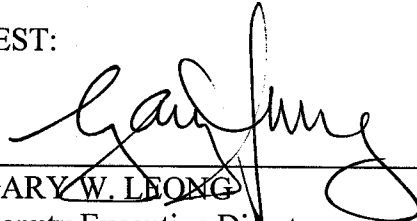
By 
Deputy

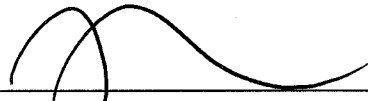
(SEAL)

License Agreement with Coachella Valley Association of Governments
CV Link Multi-Modal Transportation Project
(P01-PS1: Palm Springs – North and P03-CC: Cathedral City)
Chino Canyon Levee
Whitewater River – Right Bank Levee, Stages 1 and 2
Cathedral Canyon Channel – North
Cathedral Canyon Channel – East and West
Project Nos. 6-0-00070, 6-0-00250, 6-0-00012 and 6-0-00010
Encroachment Permit 3628
10/17/18
RKM:blm

**COACHELLA VALLEY ASSOCIATION
OF GOVERNMENTS**

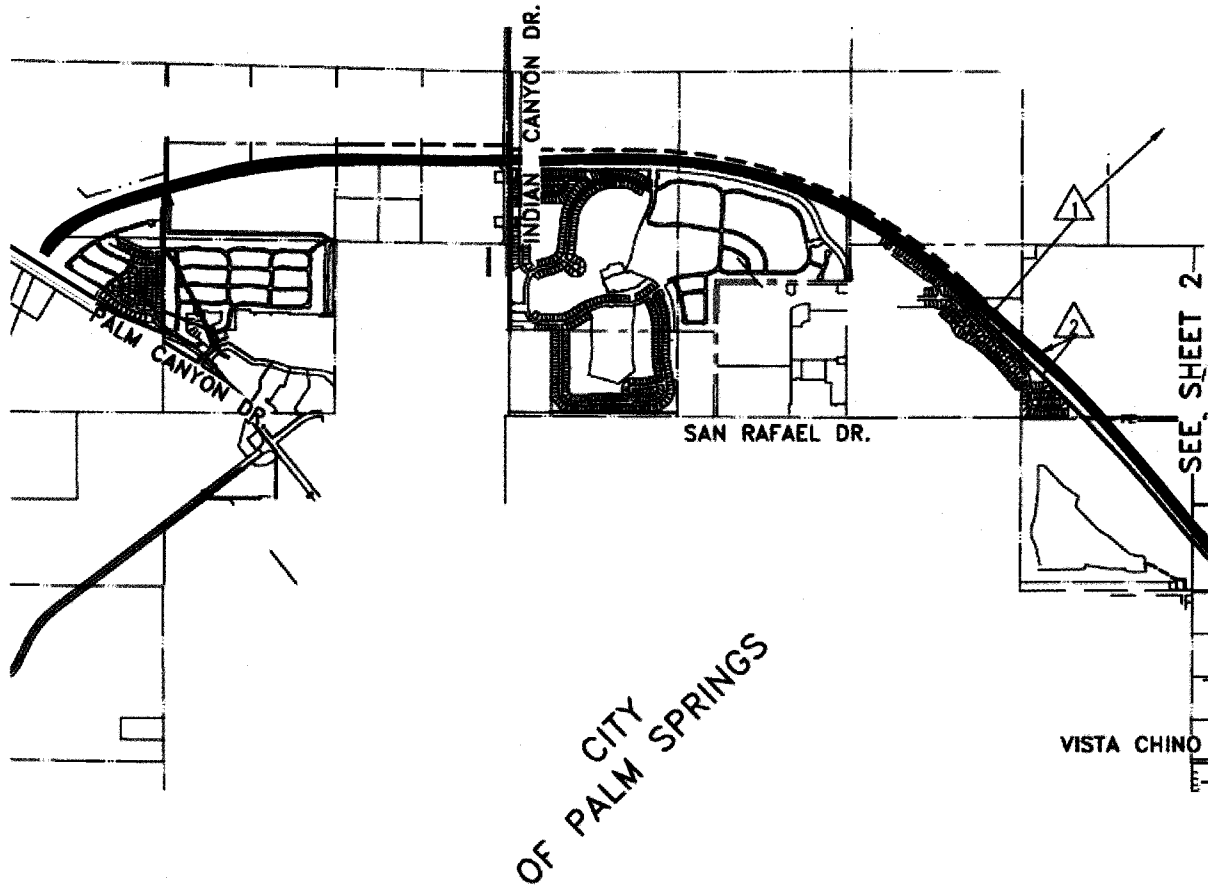
ATTEST:

By 
GARY W. LEONG
Deputy Executive Director





By 
TOM KIRK
Executive Director

License Agreement with Coachella Valley Association of Governments
CV Link Multi-Modal Transportation Project
(P01-PS1: Palm Springs – North and P03-CC: Cathedral City)
Chino Canyon Levee
Whitewater River – Right Bank Levee, Stages 1 and 2
Cathedral Canyon Channel – North
Cathedral Canyon Channel – East and West
Project Nos. 6-0-00070, 6-0-00250, 6-0-00012 and 6-0-00010
Encroachment Permit 3628
10/17/18
RKM:blm

Exhibit A



LEGEND

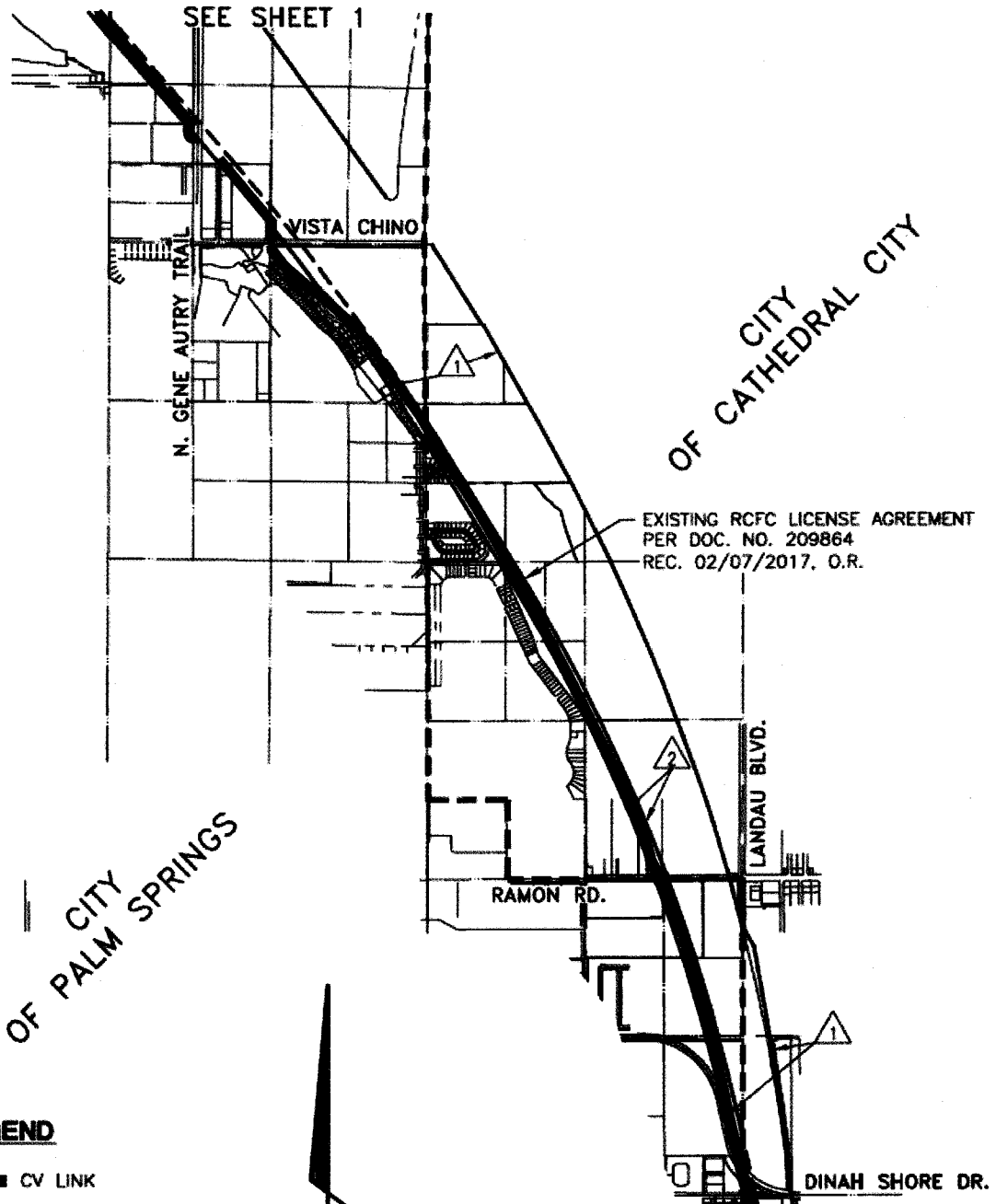
-  CV LINK
-  CITY LIMITS
-  CVWD CHANNEL R/W
-  RCFC CHANNEL R/W







MSA CONSULTING, INC.
PLANNING • CIVIL ENGINEERING
LAND SURVEYING

SHEET 1 OF 4

Exhibit A



LEGEND

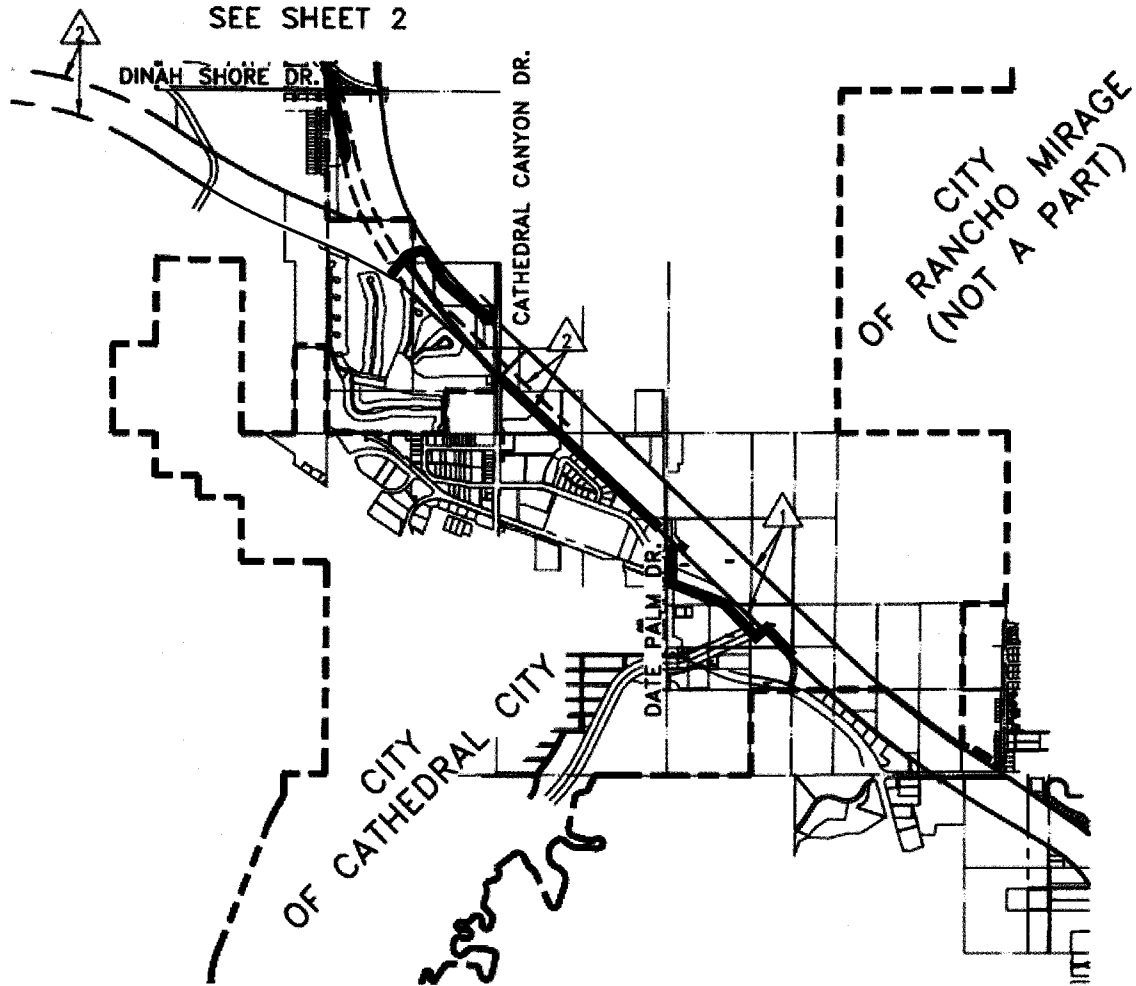
-  CV LINK
-  CITY LIMITS
-  CVWD CHANNEL R/W
-  RCFC CHANNEL R/W







SEE SHEET 4
MSA CONSULTING, INC.
 PLANNING - CIVIL ENGINEERING
 LAND SURVEYING

SHEET 2 OF 4

Exhibit A



LEGEND

-  CV LINK
-  CITY LIMITS
-  CVWD CHANNEL R/W
-  RCFC CHANNEL R/W



MSA CONSULTING, INC.
PLANNING • CIVIL ENGINEERING
LAND SURVEYING

SHEET 4 OF 4

LICENSE AGREEMENT

CV Link Multi-Modal Transportation Project | (P01-PS1: Palm Springs – North & P03-CC: Cathedral City)
Encroachment Permit No. 3628 | Page 3 of 3

Exhibit B

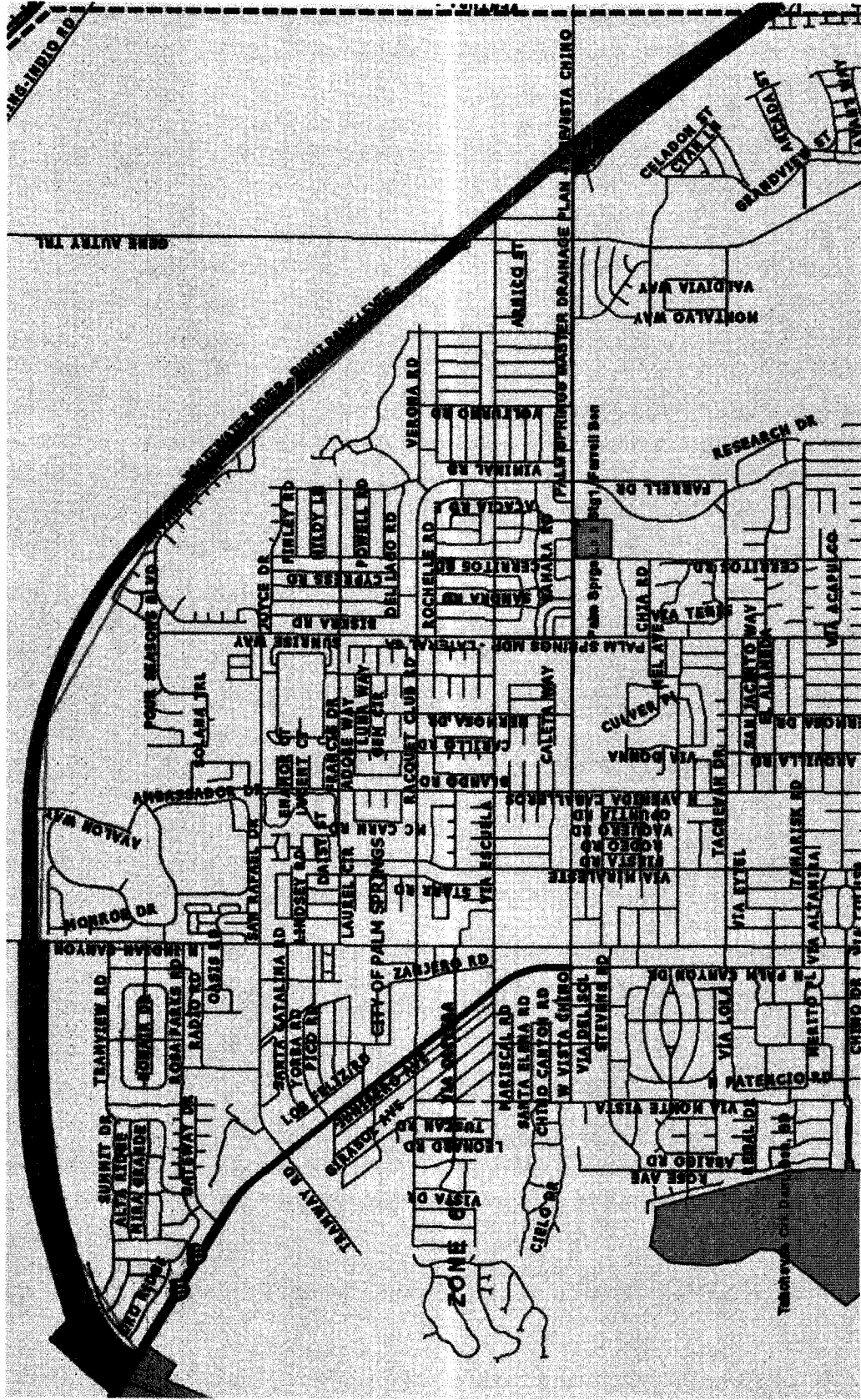
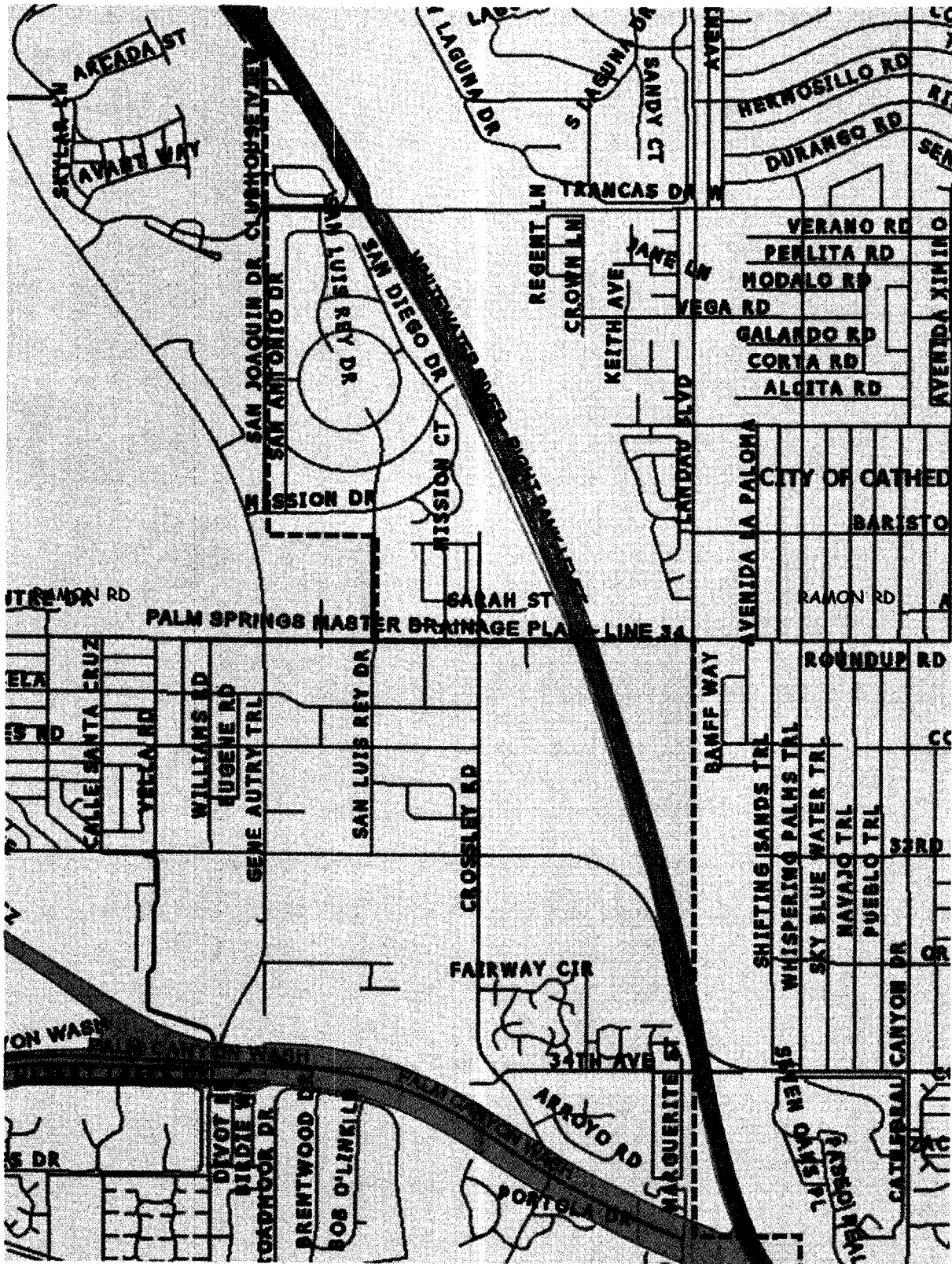
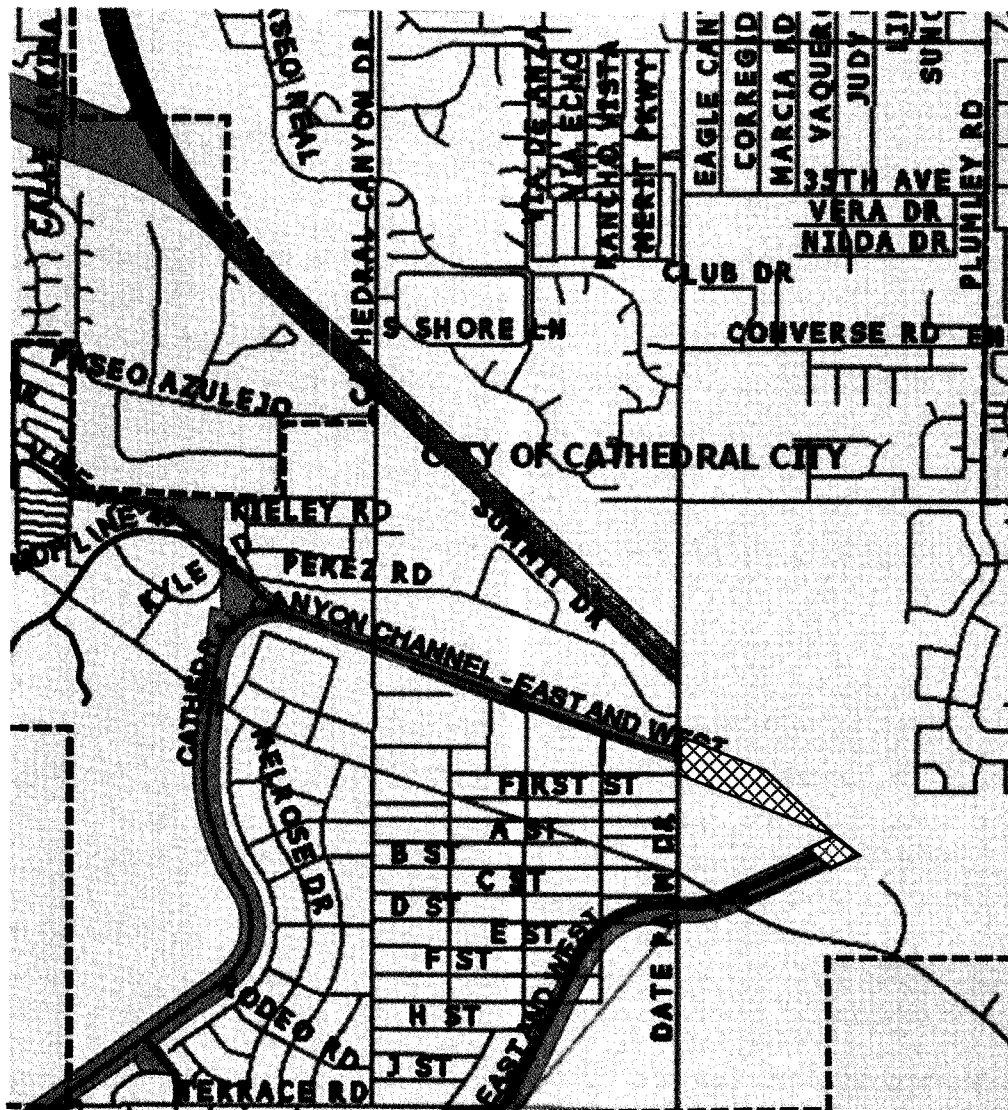


Exhibit B



LICENSE AGREEMENT

Exhibit B



LICENSE AGREEMENT