

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



ITEM: 11.4  
(ID # 14428)

**MEETING DATE:**

Tuesday, February 09, 2021

**FROM:** FLOOD CONTROL DISTRICT:

**SUBJECT:** FLOOD CONTROL DISTRICT: Adoption of Resolution No. F2021-09, Authorization to Convey Fee Simple Interest District-Owned Real Property Located in the Unincorporated Area of Perris-Gavilan Hills, County of Riverside, Identified with Assessor's Parcel Number 287-170-009, RCFC Parcels 2290-1B, 2290-1C, 2290-1D and 2290-1F, and an Access Easement Thereto to Western Riverside County Regional Conservation Authority by Grant Deed, Gavilan Hills-Smith Road, Project No. 2-0-00290, CEQA Exempt, District 1. [\$0]

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

1. Find that the conveyance of fee simple interest to Western Riverside County Regional Conservation Authority as described in Resolution No. F2021-09 is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Sections 15325(a) and 15325(c); and
2. Declare the Property exempt surplus land pursuant to California Government Code Section 54221(f)(1)(D) because the Property is surplus land that the District is transferring to another local, state or federal agency for the agency's use; and

Continued on Page 2

**ACTION:**

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG 1/27/2021

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez, and Hewitt  
Nays: None  
Absent: None  
Date: February 9, 2021  
xc: Flood

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

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

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

3. Adopt Resolution No. F2021-09, Authorization to Convey Fee Simple Interests in District-Owned Real Property Located in the Unincorporated Area of Perris-Gavilan Hills, County of Riverside, Identified with Assessor's Parcel Number 287-170-009, RCFC Parcels 2290-1B, 2290-1C, 2290-1D and 2290-1F, and an Access Easement Thereto to Western Riverside County Regional Conservation Authority (RCA) by Grant Deed, Gavilan Hills-Smith Road, Project No. 2-0-00290; and
4. Approve the attached Conveyance Agreement and Access and Use Easement Agreement between the Riverside County Flood Control and Water Conservation District (District) and RCA, and authorize the Chair of the Board of Supervisors of the District (Board) to execute the same on behalf of the District; and
5. Authorize the Board to execute the Grant Deed in favor of RCA; and
6. Authorize the General Manager-Chief Engineer or his designee to execute any other related documents and administer all action necessary to complete this transaction.

Continued on Page 3

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$0
<b>SOURCE OF FUNDS:</b> N/A			<b>Budget Adjustment:</b> N/A	
			<b>For Fiscal Year:</b> N/A	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The District owns certain real property located in the unincorporated area of Perris-Gavilan Hills, County of Riverside, identified by Assessor's Parcel Number 287-170-009. The California Department of Fish and Wildlife (CDFW) has determined that conveyance of a portion of this property is suitable to fulfill the requirements of the Streambed Alteration Agreement. In order to meet this permitting requirement, the District will convey fee title RCA for a portion of APN 287-170-009, referenced as RCFC Parcels 2290-1B, 2290-1C, 2290-1D and 2290-1F (Property), which is bisected by two unnamed ephemeral streams and is located within Western Riverside Multiple Species Habitat Conservation Plan (MSHCP) Criteria Cell 2420.

RCA desires to acquire Property for purposes of wildlife and plant life conservation pursuant to the MSHCP.

Pursuant to the California Water Code Appendix, Chapter 48-13, the Board has the power to hold, use, acquire, manage, occupy and possess any real property and may determine by resolution duly entered in its minutes that any property, real, personal or mixed, held by District is no longer necessary to be retained for the uses and purposes thereof and may thereafter sell or otherwise dispose of said property. Therefore, District staff recommends adoption of Resolution No. 2021-09 to authorize the District's conveyance of fee simple interest in Property at or after 9:30 a.m. on February 9, 2021 to RCA by Grant Deed.

Resolution No. F2021-09, the Conveyance Agreement and the Access and Use Easement Agreement have been approved as to form by County Counsel.

**Environmental Findings**

The conveyance of the real property interest (project) was reviewed and determined to be categorically exempt from CEQA pursuant to State CEQA Guidelines Sections 15325(a) and 15325(c), which states "transfers of ownership of interests in land in order to preserve open space, habitat or historical resources". The project consists of transfer of interest in real property to RCA for the purposes of wildlife and plant life conservation in perpetuity. The conveyance of interest in real estate will also allow RCA to carry out activities consistent with



1 **BOARD OF SUPERVISORS**

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

4 RESOLUTION NO. F2021-09

5 AUTHORIZATION TO CONVEY FEE SIMPLE INTEREST IN DISTRICT-OWNED REAL  
6 PROPERTY LOCATED IN THE UNINCORPORATED AREA OF PERRIS-GAVILAN HILLS,  
7 COUNTY OF RIVERSIDE, IDENTIFIED WITH ASSESSOR'S PARCEL NUMBER 287-170-009,  
8 PORTION OF RCFC PARCELS 2290-1B, 2290-1C, 2290-1D AND 2290-1F, AND AN ACCESS  
EASEMENT THERETO TO WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION  
AUTHORITY BY GRANT DEED, GAVILAN HILLS-SMITH ROAD, PROJECT NO. 2-0-00290

9 **WHEREAS**, the Riverside County Flood Control and Water Conservation District (District) owns  
10 certain real property located in the unincorporated area of Perris-Gavilan Hills, County of Riverside,  
11 identified with Assessor's Parcel Number (APN) 287-170-009; and

12 **WHEREAS**, the California Department of Fish and Wildlife (CDFW) has determined that  
13 conveyance of a portion of this property is suitable to fulfill the requirements of the Streambed Alteration  
14 Agreement with the District; and

15 **WHEREAS**, to meet this permitting requirement, the District will convey fee title to Western  
16 Riverside County Regional Conservation Authority (RCA) for a portion of APN 287-170-009, referenced  
17 as RCFC Parcels 2290-1B, 2290-1C, 2290-1D and 2290-1F (Property), which is bisected by two unnamed  
18 ephemeral streams and is located within Western Riverside Multiple Species Habitat Conservation Plan  
19 (MSHCP) Criteria Cell 2420; and

20 **WHEREAS**, RCA desires to acquire the Property for purposes of wildlife and plant life  
21 conservation pursuant to the MSHCP; and

22 **WHEREAS**, pursuant to the California Water Code Appendix, Chapter 48, Section 13, the Board  
23 of Supervisors of the District has the power to hold, use, acquire, manage, occupy and possess any real  
24 property and may determine by resolution duly entered in its minutes that any property, real, personal or  
25 mixed, held by the District is no longer necessary to be retained for the uses and purposes thereof and may  
26 thereafter sell or otherwise dispose of said property; and

27 **WHEREAS**, on January 26, 2021, this Board found that the Property is no longer necessary to be  
28 retained for the uses and purposes of the District and the District may now dispose of the Property; and

FEB 09 2021 11.4

FOR APPROVED COUNTY COUNSEL  
BY: WESLEY W. STANFIELD  
DATE: 1/28/2021

1           **WHEREAS**, the conveyance of the interest in real property is categorically exempt from the  
2 California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15325(a) and  
3 15325(c) because the District is conveying interest in real property to the RCA for the purposes of  
4 preserving the existing natural conditions and allowing restoration of natural conditions, including plant  
5 and animal habitats as RCA will conserve the property in perpetuity and will have the ability to carry out  
6 activities consistent with the MSHCP.

7           **NOW THEREFORE BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** by  
8 the vote of the Board in regular session assembled on or after February 9, 2021 at 9:30 a.m. in the meeting  
9 room of the Board of Supervisors of the District located on the 1<sup>st</sup> Floor of the County Administrative  
10 Center, 4080 Lemon Street, Riverside California that this Board finds that the conveyance of the interest in  
11 real property is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to  
12 State CEQA Guidelines Section 15325(a) and 15325(c).

13           **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Property is hereby  
14 declared as exempt surplus land pursuant to California Government Code Section 54221(f)(1)(D) because  
15 the Property is Surplus land that the District is transferring to another local, state, or federal agency for the  
16 agency's use.

17           **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** this Board authorizes the  
18 conveyance of the fee simple interest in real property known as RCFC Parcel Nos. 2190-1B, 2190-1C,  
19 2190-1D and 2190-1F identified as being Assessor's Parcel Number 287-170-009, more particularly  
20 described on Exhibit A and Exhibit B and the Access and Use Easement, located in the unincorporated  
21 area of Perris-Gavilan Hills, County of Riverside.

22           **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Board approves the  
23 Conveyance Agreement and Access and Use Easement Agreement which authorize the Chair of the Board  
24 of Supervisors of the District to execute the Agreements and Grant Deed attached thereto on behalf of the  
25 District.

26           **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the General Manager-  
27 Chief Engineer or his designee is authorized to execute any other documents and administer all actions  
28 necessary to complete this transaction.

2  
3 **RESOLUTION NO. F2021-09**

4 **AUTHORIZATION TO CONVEY FEE SIMPLE INTEREST IN DISTRICT-OWNED REAL**  
5 **PROPERTY LOCATED IN THE UNINCORPORATED AREA OF PERRIS-GAVILAN HILLS,**  
6 **COUNTY OF RIVERSIDE, IDENTIFIED WITH ASSESSOR'S PARCEL NUMBER 287-170-009,**  
7 **PORTION OF RCFC PARCELS 2290-1B AND 2290-1C, 2290-1D AND 2290-1F AND AN ACCESS**  
8 **EASEMENT THERETO TO WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION**  
9 **AUTHORITY BY GRANT DEED, GAVILAN HILLS-SMITH ROAD, PROJECT NO. 2-0-00290**

10 ADOPTED by Riverside County Board of Supervisors on February 9, 2021

11 **ROLL CALL:**

12  
13 **Ayes:** Jeffries, Spiegel, Washington, Perez and Hewitt  
14 **Nays:** None  
15 **Absent:**

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

19  
20 KECIA R. HARPER, Clerk of said Board

21  
22 By:   
23 Deputy

RIVERSIDE COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT

EXHIBIT "A"

LEGAL DESCRIPTION

Gavilan Hills Basin

APN: 287-170-009

In the Unincorporated Area of the County of Riverside, State of California, being those portions of Parcel 1, Parcel Map No. 16808, filed in book 97, page 30 of Parcel Maps, records of said county, and lying within Section 13, Township 4 South, Range 5 West of the Sectionalized Rancho El Sobrante de San Jacinto described as follows:

**(Parcel 2290-1B)**

**Beginning** at the intersection of the northerly line of said Parcel 1 with the westerly Right of Way of Smith Road as shown on said Parcel Map 16808;

Thence along said westerly Right of Way the following four (4) courses:

- 1) South  $00^{\circ}44'57''$  West 57.94 feet to the beginning of a concave curve westerly having a radius of 99.99 feet;
- 2) Southerly 30.72 feet along said curve through a central angle of  $17^{\circ}36'02''$ ;
- 3) South  $18^{\circ}20'59''$  West 50.00 feet to the beginning of a curve concave northeasterly having a radius of 47.00 feet;
- 4) Southerly 6.47 feet along said curve through a central angle of  $07^{\circ}53'07''$  to a point being monumented by a  $\frac{3}{4}$  Inch Iron Pipe with RCFC&WCD tag, a radial line to said point bears North  $79^{\circ}32'08''$  West;

Thence the following five (5) courses each being monumented by a  $\frac{3}{4}$  Inch Iron Pipe with RCFC&WCD tag:

- 1) South  $10^{\circ}27'49''$  West 120.10 feet
- 2) South  $32^{\circ}18'57''$  West 189.61 feet
- 3) North  $89^{\circ}51'25''$  West 65.68 feet
- 4) North  $78^{\circ}21'40''$  West 79.96 feet
- 5) North  $34^{\circ}01'41''$  West 23.89 feet



RIVERSIDE COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT

Thence North 03°49'51" West 389.96 feet to the southeasterly corner of Parcel 2290-7A monumented by a ¾ Inch Iron Pipe with RCFC&WCD tag as shown on Record of Survey filed in book 114, pages 4 through 8, inclusive, official records of said county, said point being known as **Point "A"**;

Thence South 89°07'46" East 329.81 feet along said northerly line to the **Point of Beginning**.

Containing 112,133 square feet / 2.574 acres more or less

**(Parcel 2290-1C)**

**Commencing at said Point "A"**;

Thence along the boundary of said Parcel 1 the following two (2) courses:

- 1) North 89°07'46" West 79.94 feet along said northerly line to an angle point in said Parcel 1 being monumented by a ¾ Inch Iron Pipe with V.C. Hunt L.S. 3579 Plug;
- 2) South 00°48'30" West 149.17 feet to an angle point in said Parcel being the **Point of Beginning**, said point being monumented by a ¾ Inch Iron Pipe with V.C. Hunt L.S. 3579 Plug;

Thence the following fifteen (15) courses each being monumented by a ¾ Inch Iron Pipe with RCFC&WCD tag:

- 1) Continuing South 00°48'30" West 56.41 feet
- 2) South 34°10'55" West 188.75 feet
- 3) South 22°17'01" West 147.53 feet
- 4) South 08°48'02" West 260.93 feet
- 5) South 16°36'37" East 188.67 feet
- 6) South 13°00'30" East 124.27 feet
- 7) South 86°55'02" East 118.04 feet
- 8) North 16°41'49" East 49.95 feet
- 9) North 18°41'01" East 75.91 feet
- 10) North 37°31'07" East 211.75 feet being **Point "B"**

RIVERSIDE COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT

- 11) South 02°45'52" West 594.91 feet
- 12) South 34°06'46" West 411.49 feet
- 13) North 89°15'58" West 171.03 feet being **Point "C"**
- 14) North 45°57'39" West 150.46 feet
- 15) North 13°20'15" West 91.16 feet

Thence South 89°02'46" West 185.51 feet to the westerly line of said Parcel 1 being monumented by a Gin Spike with RCFC&WCD Washer set on the easterly side of a large granite boulder;

Thence along the boundary of said Parcel 1 the following four (4) courses:

- 1) North 00°44'57" East 1253.38 feet along said westerly line to an angle point in said Parcel 1
- 2) South 89°09'15" East 487.40 feet to an angle point in said Parcel 1
- 3) North 00°47'15" East 124.95 feet
- 4) South 89°11'33" East 75.00 feet to the **Point of Beginning**.

Containing 745,960 square feet / 17.125 acres more or less

Reserving therefrom a strip of land of variable width, the centerline of which is described as follows:

Commencing at said **Point "B"**;

Thence South 37°31'07" West 48.83 feet to the **Point of Beginning** of a 15.00 foot wide strip of land, lying 7.50 feet on each side of the following described centerline;

Thence South 02°53'25" West 30.19 feet;

Thence South 23°56'20" West 20.69 feet;

Thence South 53°17'59" West 31.76 feet;

Thence South 41°12'21" West 53.22 feet;

Thence South 27°29'14" West 69.07 feet;

Thence South 22°26'30" West 36.94 feet

RIVERSIDE COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT

Thence South  $16^{\circ}41'49''$  West 47.92 feet to **Point "D"** being at a point of intersection with a line bearing South  $86^{\circ}55'02''$  East, being the end of said 15.00 foot strip and the beginning of a 10.00 foot wide strip, lying 5.00 feet on each side of the following described centerline;

Thence South  $15^{\circ}28'14''$  West 117.29 feet

Thence SOUTH 39.53 feet

Thence South  $13^{\circ}11'07''$  West 22.49 feet

Thence South  $25^{\circ}20'17''$  West 24.31 feet

Thence South  $35^{\circ}43'15''$  West 28.60 feet

Thence South  $17^{\circ}21'01''$  West 60.23 feet

Thence South  $45^{\circ}35'08''$  West 31.53 feet

Thence South  $63^{\circ}19'23''$  West 39.26 feet

Thence South  $40^{\circ}43'55''$  West 52.47 feet

Thence South  $59^{\circ}30'08''$  West 42.73 feet

Thence South  $48^{\circ}09'25''$  West 37.21 feet

Thence South  $36^{\circ}01'40''$  West 83.76 feet

Thence South  $14^{\circ}22'05''$  West 26.88 feet

Thence South  $38^{\circ}40'58''$  West 14.94 feet

Thence South  $27^{\circ}15'48''$  West 22.72 feet

Thence South  $06^{\circ}16'58''$  West 26.59 feet

Thence South  $24^{\circ}45'51''$  East 50.96 feet

Thence South  $42^{\circ}51'34''$  East 16.64 feet

Thence South  $29^{\circ}07'36''$  East 35.50 feet to the line cited as being North  $89^{\circ}15'58''$  West 171.03 feet being the **Point of Terminus**, said point being distant therefrom South  $89^{\circ}15'58''$  East 4.06 feet along said line from said **Point "C"**

RIVERSIDE COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT

The sidelines of said 15.00 foot strip are to be continued or shortened so as to terminate in the north in the northerly line of the described Parcel 2290-1C and in the south in a line which bears South 86°55'02" East through said **Point "D"**, and the sidelines of said 10.00 strip are to be continued or shortened so as to terminate in the north in said line which bears South 86°55'02" East, and in the south in the southerly lines of the described Parcel 2290-1C.

The described variable width strip of land contains 12,080 square feet / 0.277 acres more or less.

**(Parcel 2290-1D)**

**Beginning at said Point "B"**

Thence the following six (6) courses each being monumented by a ¾ Inch Iron Pipe with RCFC&WCD tag:

- 1) North 72°46'22" East 91.34 feet
- 2) North 04°00'26" East 144.97 feet
- 3) North 27°29'05" East 108.26 feet
- 4) North 03°40'53" West 45.80 feet
- 5) North 22°19'10" East 95.13 feet
- 6) North 65°03'08" East 229.40 feet

Thence North 12°05'09" East 275.60 feet to the northerly line of said Parcel 1;

Thence South 89°14'14" East 158.19 feet along said northerly line to the northeasterly corner of said Parcel 1;

Thence South 00°44'57" West 1489.54 feet along the easterly line of said Parcel 1, said point being monumented by a ¾ Inch Iron Pipe with RCFC&WCD tag;

Thence North 47°35'30" West 804.06 feet, said point being monumented by a ¾ Inch Iron Pipe with RCFC&WCD tag;

Thence North 02°45'52" East 181.79 feet to the **Point of Beginning**.

Containing 544,131 square feet / 12.492 acres more or less.

RIVERSIDE COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT

(Parcel 2290-1F)

All that portion of said Parcel 1 lying westerly and southerly of the following described line:

**Beginning** at the southwesterly corner of the east 60 acres of the Northwest Quarter of said section;

Thence South 36°44'37" East 359.27 feet to an angle point in the southerly line of said Parcel 1  
monumented by a ¾ Inch Iron Pipe with RCFC&WCD tag, said point being the **Point of  
Terminus**.

Containing 178,094 square feet / 4.088 acres more or less

Excepting therefrom all that portion which lies within the Right of Way of Able Road as shown  
on said Parcel Map No. 16808.

The distances shown herein are in grid. Ground distances may be obtained by dividing the grid  
distance by a combination factor of 0.99991770.

See Exhibit "B" attached hereto and made a part hereof.



  
JAMES R. McNEILL

Land Surveyor No. 7752

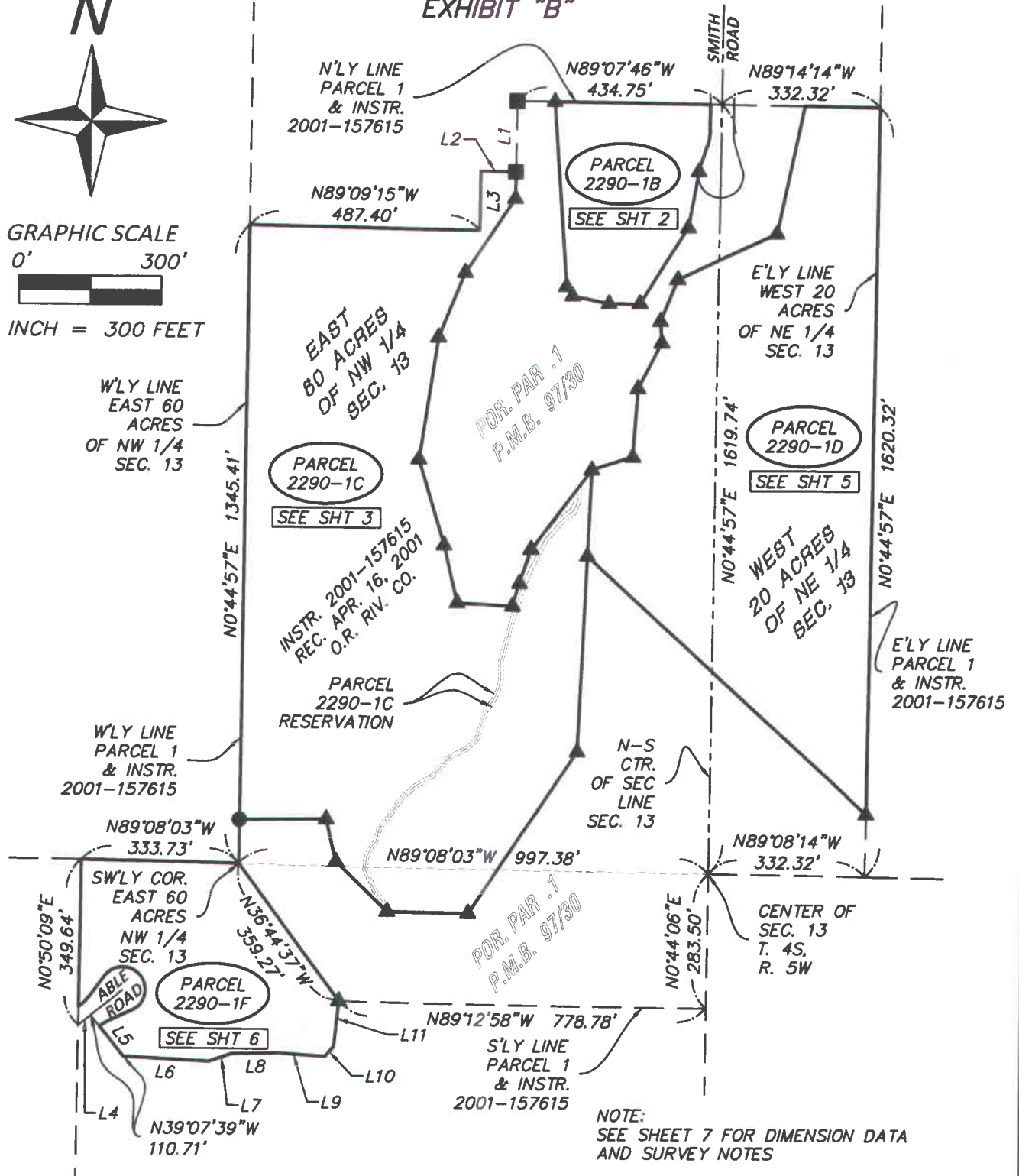
Date: 8/27/2020



GRAPHIC SCALE  
0' 300'

1 INCH = 300 FEET

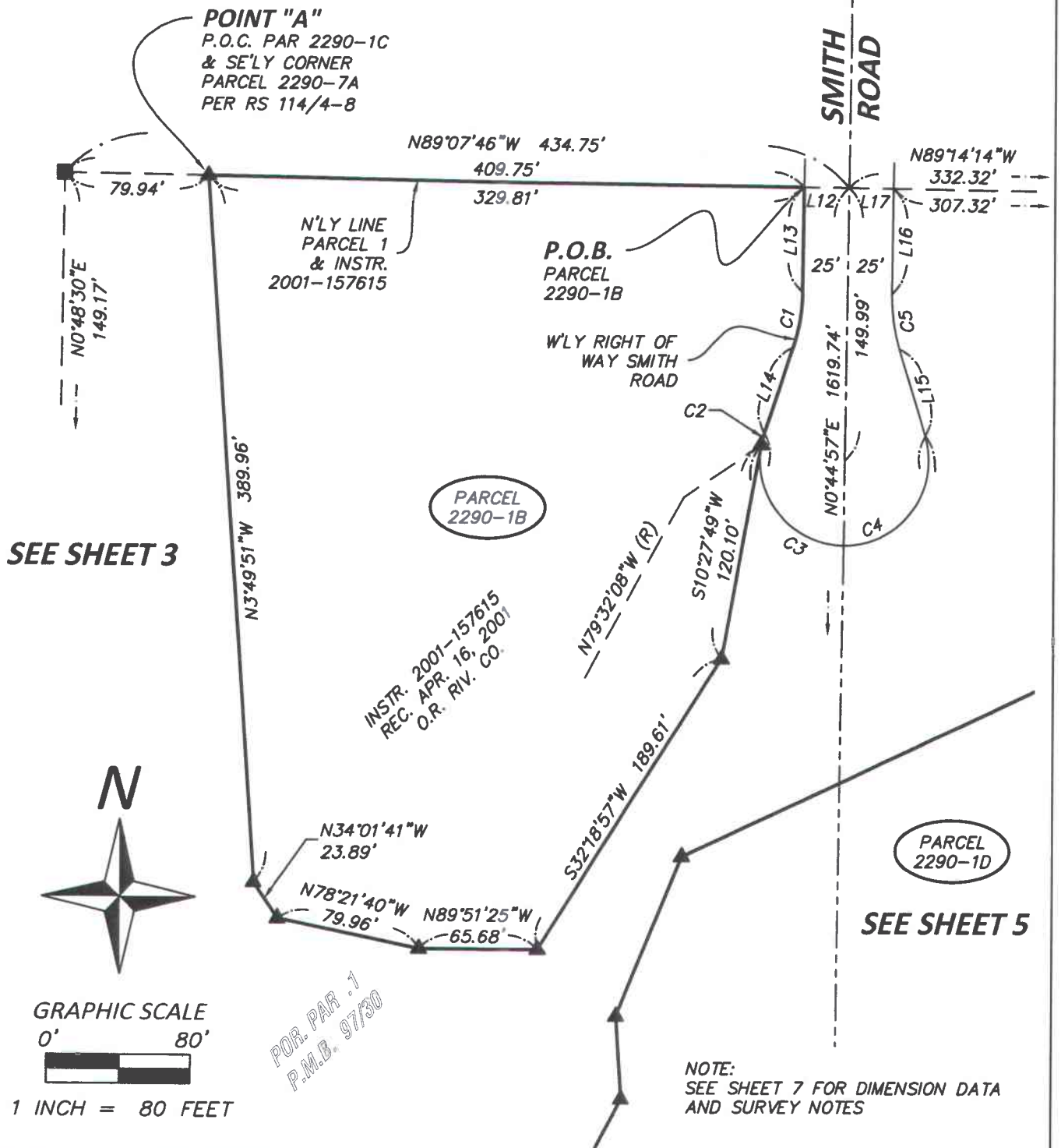
EXHIBIT "B"



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

PROJECT NAME:	GAVLAN HILLS BASIN	SCALE 1"=300'	DRAWN BY DAC
RCFC-WCD PARCEL NUMBER(S):	PARCELS 2290-1B, 2290-1C, 2290-1D, AND 2290-1F	DATE 08/20/20	CHECK BY SB
RCFC-WCD PROJECT NUMBER:	2-0-00290	SHEET NO.	1 OF 7

# EXHIBIT "B"



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

PROJECT NAME:	<b>GAVLAN HILLS BASIN</b>	SCALE 1"=80'	DRAWN BY DAC
RCFC-WCD PARCEL NUMBER(S):	<b>PARCEL 2290-1B</b>	DATE 08/20/20	CHECK BY SB
RCFC-WCD PROJECT NUMBER:	<b>2-0-00290</b>	SHEET NO.	2 OF 7



1 INCH = 220 FEET

**EXHIBIT "B"**

**POINT "A"**  
P.O.C. PAR 2290-1C  
& SE'LY CORNER  
PARCEL 2290-7A  
PER RS 114/4-8

**SEE SHEET 2**

PARCEL 2290-1B

POR. PAR. .1  
P.M.B. 97/30

INSTR. 2001-157615  
REC. APR. 16, 2001  
REC. O.R. RIV. CO.

**POINT "B"**  
P.O.C. EASEMENT  
RESERVATION  
& P.O.B. PARCEL  
2290-1D

PARCEL 2290-1D

**SEE SHEET 5**

W'LY LINE  
PARCEL 1  
& INSTR.  
2001-157615  
& WEST 60  
ACRES OF  
NW 1/4 OF  
SEC. 13

PARCEL 2290-1C

SEE SHEET 4  
LEFT SIDE  
FOR EASEMENT  
RESERVATION  
DETAIL

SEE SHEET 4  
RIGHT SIDE  
FOR EASEMENT  
RESERVATION  
DETAIL

GIN SPIKE WITH  
RCFC&WCD WASHER  
E'LY SIDE OF LARGE  
GRANITE BOULDER

**SEE SHEET 6**

NOTE:  
SEE SHEET 7 FOR DIMENSION DATA  
AND SURVEY NOTES

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

PROJECT NAME:	<b>GAVLAN HILLS BASIN</b>	SCALE 1"=220'	DRAWN BY DAC
RCFC-WCD PARCEL NUMBER(S):	<b>PARCEL 2290-1C</b>	DATE 08/20/20	CHECK BY SB
RCFC-WCD PROJECT NUMBER:	<b>2-0-00290</b>	SHEET NO.	3 OF 7





GRAPHIC SCALE  
0' 80'

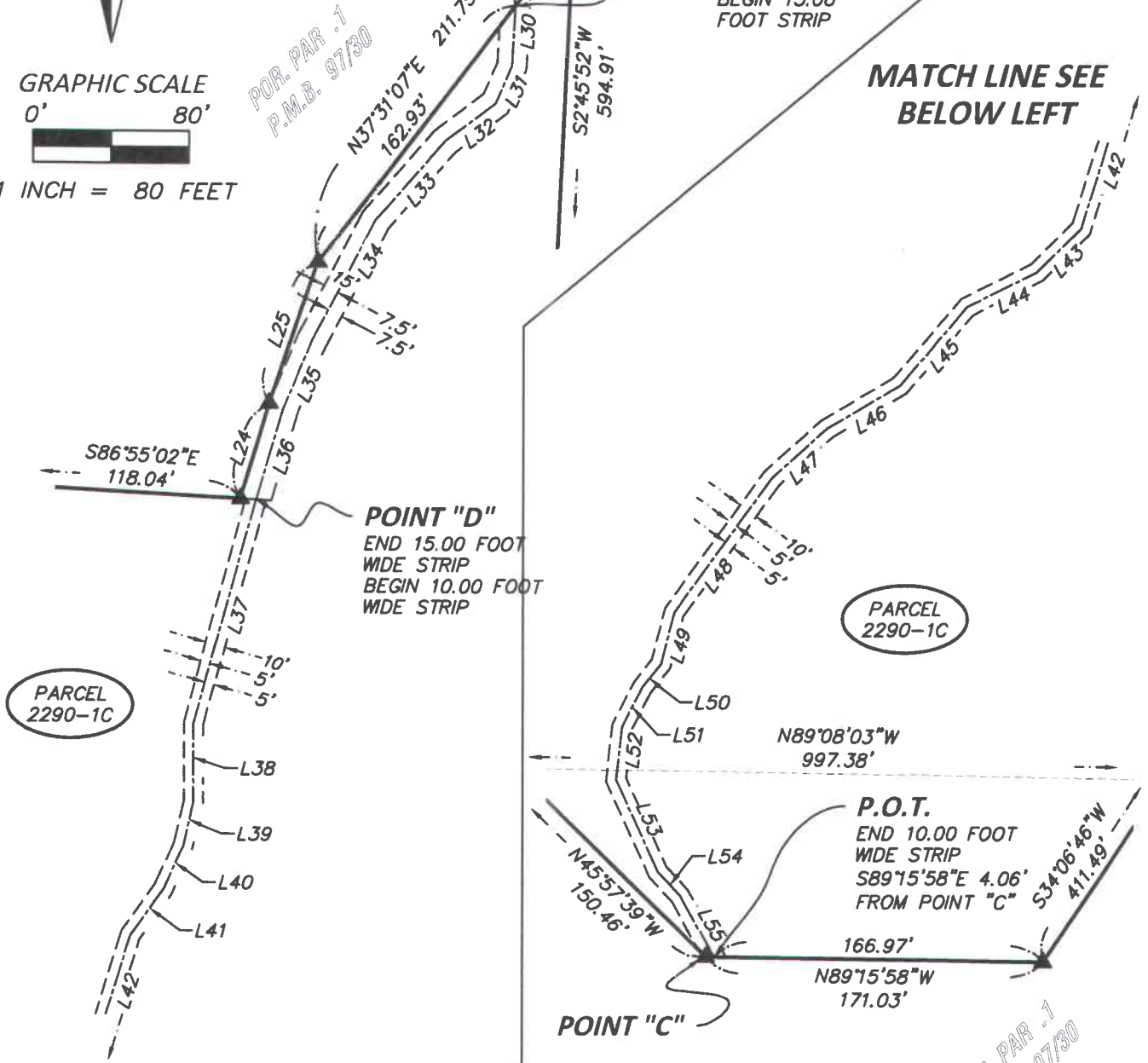
1 INCH = 80 FEET

**EXHIBIT "B"**

**POINT "B"**  
P.O.C. EASEMENT  
RESERVATION  
& P.O.B. PARCEL  
2290-1D

**P.O.B.**  
EASEMENT  
RESERVATION  
BEGIN 15.00  
FOOT STRIP

**MATCH LINE SEE  
BELOW LEFT**



**MATCH LINE SEE  
ABOVE RIGHT**

NOTE:  
SEE SHEET 7 FOR DIMENSION DATA  
AND SURVEY NOTES

POB. PAR .1  
P.M.B. 97/30

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

PROJECT NAME:	<b>GAVILAN HILLS BASIN</b>	SCALE 1"=80'	DRAWN BY DAC
RCFC-WCD PARCEL NUMBER(S):	<b>EASEMENT RESERVATION OVER PARCEL 2290-1C</b>	DATE 08/20/20	CHECK BY SB
RCFC-WCD PROJECT NUMBER:	<b>2-0-00290</b>	SHEET NO.	4 OF 7



GRAPHIC SCALE  
0' 220'

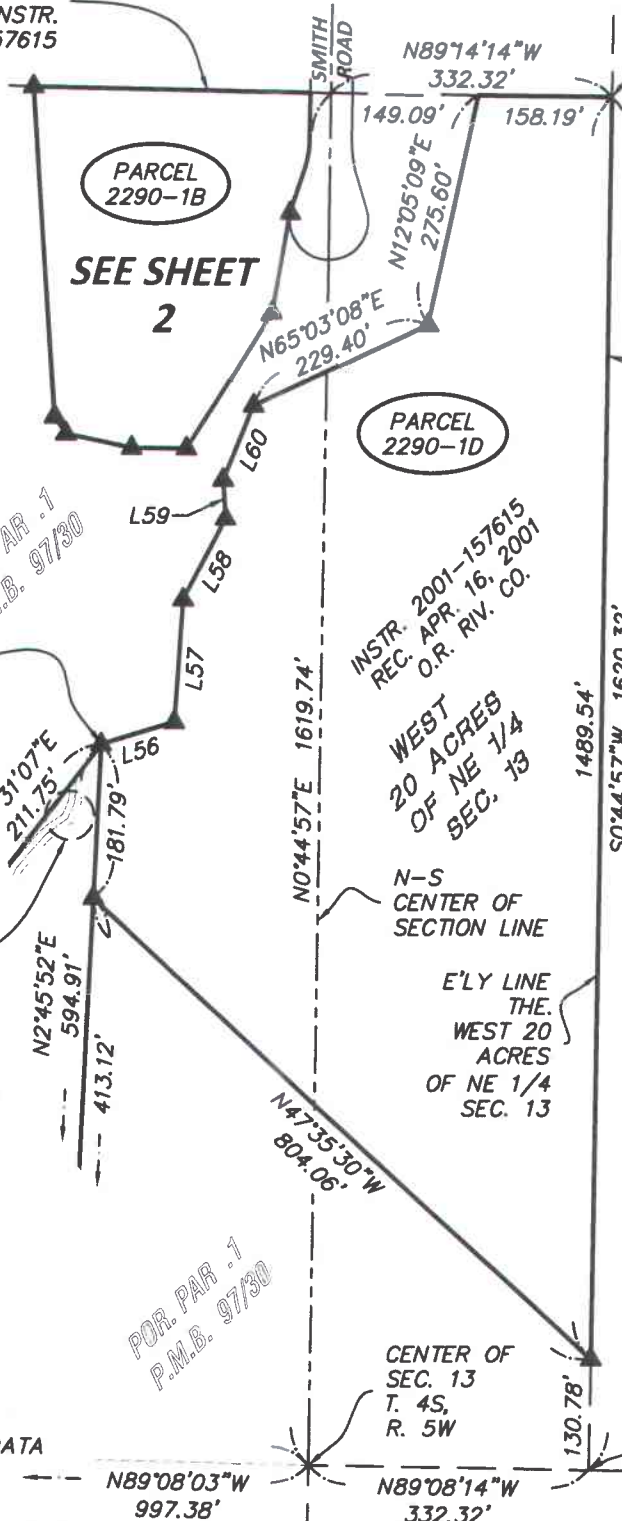


1 INCH = 220 FEET

**EXHIBIT "B"**

N'LY LINE  
PARCEL 1  
& INSTR.  
2001-157615

NE'LY CORNER  
PARCEL 1 &  
OF INSTR.  
2001-157615



POR. PAR. 1  
P.M.B. 97/30

INSTR. 2001-157615  
REC. APR. 16, 2001  
O.R. RIV. CO.

WEST  
20 ACRES  
OF NE 1/4  
SEC. 13

N-S  
CENTER OF  
SECTION LINE

E'LY LINE  
THE  
WEST 20  
ACRES  
OF NE 1/4  
SEC. 13

POR. PAR. 1  
P.M.B. 97/30

CENTER OF  
SEC. 13  
T. 4S,  
R. 5W

SE'LY COR  
WEST 20 ACRES  
OF NE 1/4  
SEC. 13

**POINT "B"**  
P.O.B. PARCEL  
2290-1D  
& P.O.C. EASEMENT  
RESERVATION

SEE SHEET 4  
FOR RESERVATION  
EASEMENT DETAIL

SEE SHEET 3

NOTE:  
SEE SHEET 7 FOR DIMENSION DATA  
AND SURVEY NOTES

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

PROJECT NAME:	<b>GAVLAN HILLS BASIN</b>	SCALE 1"=220'	DRAWN BY DAC
RCFC-WCD PARCEL NUMBER(S):	<b>PARCEL 2290-1D</b>	DATE 08/20/20	CHECK BY SB
RCFC-WCD PROJECT NUMBER:	<b>2-0-00290</b>	SHEET NO.	5 OF 7

N



EXHIBIT "B"

SEE SHEET 3

GRAPHIC SCALE



1 INCH = 100 FEET

W'LY LINE  
PARCEL 1  
& INSTR.  
2001-157615  
& WEST LINE OF  
EAST 60 ACRES  
OF NW 1/4 OF  
SEC. 13

W'LY LINE  
OF INSTR.  
2001-157615

N0°44'57"E  
1345.41'  
92.03'

N89°08'03"W  
997.38'

N89°08'03"W 333.73'

P.O.B.  
PARCEL  
2290-1F  
SW'LY COR.  
EAST 60  
ACRES OF  
NW 1/4  
SEC. 13

W'LY LINE  
PARCEL 1  
& INSTR.  
2001-157615

N0°50'09"E 349.64'  
310.55'

S36°44'37"E 359.27'

FOR PAR .1  
P.M.B. 97/30

P.O.T.  
PARCEL  
2290-1F

PARCEL  
2290-1F

N89°12'58"W  
778.78'

L63



ABLE ROAD

N50°57'02"E 120.18'

N39°02'23"W (R)

N39°07'39"W 110.71'

S'LY  
LINE  
PARCEL 1  
& INSTR.  
2001-157615

N67°02'33"E 96.84'

DN. 0.1'

N87°04'20"W 182.62'

NOTE:  
SEE SHEET 7 FOR DIMENSION DATA  
AND SURVEY NOTES

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

PROJECT NAME:	GAVILAN HILLS BASIN	SCALE	1"=100'	DRAWN BY	DAC
RCFC-WCD PARCEL NUMBER(S):	PARCEL 2290-1F	DATE	08/20/20	CHECK BY	SB
RCFC-WCD PROJECT NUMBER:	2-0-00290	SHEET NO.	6 OF 7		

## EXHIBIT "B"

Line Table		
LINE #	DIRECTION	LENGTH
L1	S00°48'30"W	149.17'
L2	S89°11'33"E	75.00'
L3	N00°47'15"E	124.95'
L4	S50°57'02"W	33.54'
L5	N39°07'39"W	80.72'
L6	N87°04'20"W	182.62'
L7	N70°37'10"E	51.78'
L8	N88°33'37"E	100.69'
L9	N86°03'28"W	98.05'
L10	N39°26'04"E	27.84'
L11	N06°10'23"E	96.84'
L12	N89°07'46"W	25.00'
L13	S00°44'57"W	57.94'
L14	S18°20'59"W	50.00'
L15	N16°51'05"W	50.00'
L16	N00°44'57"E	57.88'
L17	N89°14'14"W	24.99'
L18	N89°07'46"W	79.94'
L19	S00°48'30"W	56.41'
L20	S34°10'55"W	188.75'
L21	S22°17'01"W	147.53'
L22	S13°00'30"E	124.27'
L23	S86°55'02"E	118.04'
L24	N16°41'49"E	49.95'
L25	N18°41'01"E	75.91'
L26	N89°15'58"W	171.03'
L27	N45°57'39"W	150.46'
L28	N13°20'15"W	91.16'
L29	S37°31'07"W	48.83'
L30	S02°53'25"W	30.19'

Line Table		
LINE #	DIRECTION	LENGTH
L31	S23°56'20"W	20.69'
L32	S53°17'59"W	31.76'
L33	S41°12'21"W	53.22'
L34	S27°29'14"W	69.07'
L35	S22°26'30"W	36.94'
L36	S16°41'49"W	47.92'
L37	S15°28'14"W	117.29'
L38	S00°00'00"E	39.53'
L39	S13°11'07"W	22.49'
L40	S25°20'17"W	24.31'
L41	S35°43'15"W	28.60'
L42	S17°21'01"W	60.23'
L43	S45°35'08"W	31.53'
L44	S63°19'23"W	39.26'
L45	S40°43'55"W	52.47'
L46	S59°30'08"W	42.73'
L47	S48°09'25"W	37.21'
L48	S36°01'40"W	83.76'
L49	S14°22'05"W	26.88'

Line Table		
LINE #	DIRECTION	LENGTH
L50	S38°40'58"W	14.94'
L51	S27°15'48"W	22.72'
L52	S06°16'58"W	26.59'
L53	S24°45'51"E	50.96'
L54	S42°51'34"E	16.64'
L55	S29°07'36"E	35.50'
L56	N72°46'22"E	91.34'
L57	N04°00'26"E	144.97'
L58	N27°29'05"E	108.26'
L59	N03°40'53"W	45.80'
L60	N22°19'10"E	95.13'
L61	N65°57'41"E	50.00'
L62	N35°56'23"E	50.00'
L63	N50°57'02"E	8.50'

Curve Table			
CURVE #	DELTA	RADIUS	LENGTH
C1	Δ=17°36'02"	99.99'	30.72'
C2	Δ=7°53'07"	47.00'	6.47'
C3	Δ=207°18'57"	47.00'	170.05'
C4	Δ=215°12'04"	47.00'	176.52'
C5	Δ=17°36'02"	99.99'	30.72'
C6	Δ=15°00'04"	99.99'	26.18'
C7	Δ=210°01'18"	48.00'	175.93'
C8	Δ=15°00'39"	99.99'	26.20'

### SURVEY NOTES:

▲ INDICATES 3/4" IRON PIPE WITH RCFC&WCD TAG

■ INDICATES 3/4" IRON PIPE WITH "V.C. HUNT L.S. 3579" PLUG

● INDICATES GIN SPIKE WITH RCFC&WCD WASHER ON E'LY SIDE OF LARGE BOULDER

## RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET STREET, RIVERSIDE, CA. 92501

PROJECT NAME:	<b>GAVILAN HILLS BASIN</b>	SCALE	N.T.S.	DRAWN BY	DAC
RCFC-WCD PARCEL NUMBER(S):	<b>PARCELS 2290-1B, 2290-1C, 2290-1D, AND 2290-1F</b>	DATE	08/20/20	CHECK BY	SB
RCFC-WCD PROJECT NUMBER:	<b>2-0-00290</b>	SHEET NO.	7 OF 7		

RIVERSIDE COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT

EXHIBIT "A"

LEGAL DESCRIPTION

Gavilan Hills Basin

**Easement**

APN: 287-170-009

In the Unincorporated Area of the County of Riverside, State of California, being a strip of land, of variable width, lying within Parcel 1, Parcel Map No. 16808, filed in book 97, page 30 of Parcel Maps, records of said county, and lying within Section 13, Township 4 South, Range 5 West of the Sectionalized Rancho El Sobrante de San Jacinto, the centerline of said strip being described as follows:

**Commencing** at the intersection of the northerly line of said Parcel 1 with the westerly Right of Way line of Smith Road as shown on said Parcel Map 16808;

Thence along said westerly Right of Way the following four (4) courses:

- 1) South 00°44'57" West 57.94 feet to the beginning of a concave curve westerly having a radius of 99.99 feet;
- 2) Southerly 30.72 feet along said curve through a central angle of 17°36'02";
- 3) South 18°20'59" West 50.00 feet to the beginning of a curve concave northeasterly having a radius of 47.00 feet;
- 4) Southerly and southeasterly 54.03 feet along said curve through a central angle of 65°52'15" to the **Point of Beginning** of said variable width strip, being the beginning of a 15.00 foot wide strip of land, lying 7.50 feet of each side of the following described centerline, a radial line to said point bears South 42°28'44" West;

Thence South 10°54'16" West 58.94 feet;

Thence South 21°27'34" West 56.66 feet;

Thence South 28°29'42" West 78.15 feet;

Thence South 22°19'10" West 104.34 feet;

Thence South 03°40'53" East 53.19 feet;

RIVERSIDE COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT

Thence South 27°29'05" West 123.65 feet;

Thence South 13°46'15" West 88.99 feet;

Thence South 49°42'42" West 108.90 feet;

Thence South 02°53'25" West 58.87 feet;

Thence South 23°56'20" West 20.69 feet;

Thence South 53°17'59" West 31.76 feet;

Thence South 41°12'21" West 53.22 feet;

Thence South 27°29'14" West 69.07 feet;

Thence South 22°26'30" West 36.94 feet;

Thence South 16°41'49" West 47.92 feet to **Point "A"** being the ending of said 15.00 foot wide strip and the beginning of a 10.00 foot wide strip, lying 5.00 feet on each side of the following described centerline;

Thence South 15°28'14" West 117.29 feet;

Thence SOUTH 39.53 feet;

Thence South 13°11'07" West 22.49 feet;

Thence South 25°20'17" West 24.31 feet;

Thence South 35°43'15" West 28.60 feet;

Thence South 17°21'01" West 60.23 feet;

Thence South 45°35'08" West 31.53 feet;

Thence South 63°19'23" West 39.26 feet;

Thence South 40°43'55" West 52.47 feet;

Thence South 59°30'08" West 42.73 feet;

Thence South 48°09'25" West 37.21 feet;

RIVERSIDE COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT

Thence South 36°01'40" West 83.76 feet;

Thence South 14°22'05" West 26.88 feet;

Thence South 38°40'58" West 14.94 feet;

Thence South 27°15'48" West 22.72 feet;

Thence South 06°16'58" West 26.59 feet;

Thence South 24°45'51" East 50.96 feet;

Thence South 42°51'34" East 16.64 feet;

Thence South 29°07'36" East 45.44 feet;

Thence South 18°07'06" West 12.77 feet;

Thence South 56°09'06" West 19.94 feet;

Thence South 25°33'02" West 14.86 feet;

Thence South 38°56'59" West 28.75 feet;

Thence South 34°05'57" West 58.37 feet;

Thence South 07°22'17" West 30.96 feet;

Thence South 38°49'34" West 49.80 feet to the **Point of Terminus** of said variable width strip, said point being northwesterly 5.16 feet on a line bearing North 36°44'37" West 359.27 feet from an angle point on the southerly line of said Parcel 1 and being monumented by a ¾ Inch Iron Pipe with RCFC&WCD tag.

The sidelines of said 15.00 foot strip are to be continued or shortened so as to terminate in the north in said westerly Right of Way of Smith Road and in the south in a line which bears South 86°55'02" East through said **Point "A"**, and the sidelines of said 10.00 foot strip are to be continued or shortened so as to terminate in the north in said line which bears South 86°55'02" East, and in the south in said line which bears North 36°44'37" West.

RIVERSIDE COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT

Containing 24,864 square feet / 0.571 acre more or less

The distances shown herein are in grid. Ground distances may be obtained by dividing the grid distance by a combination factor of 0.99991770.

See Exhibit "B" attached hereto and made a part hereof.



  
\_\_\_\_\_  
JAMES R. McNEILL

Land Surveyor No. 7752

Date: 8/27/2020



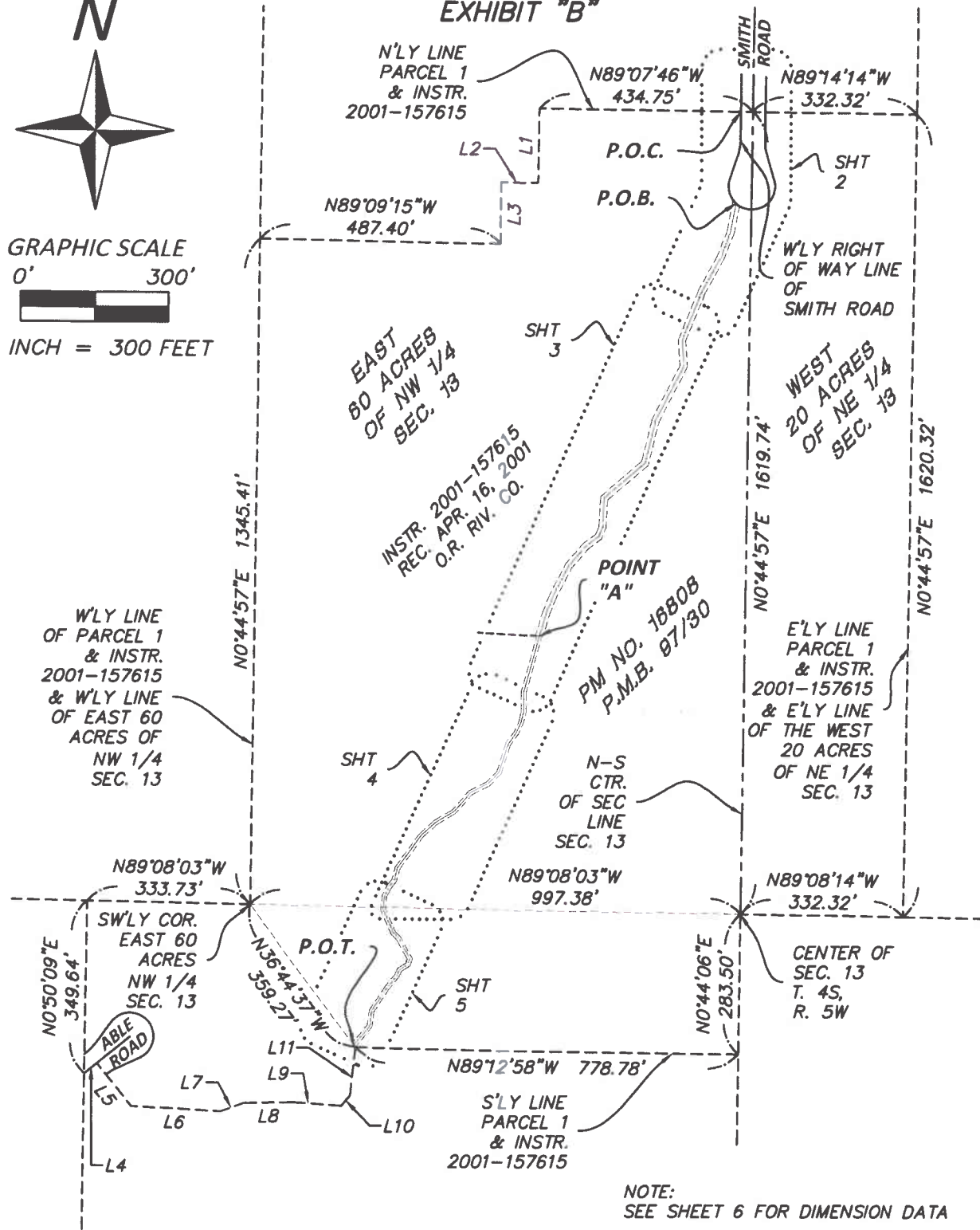


GRAPHIC SCALE



1 INCH = 300 FEET

**EXHIBIT "B"**

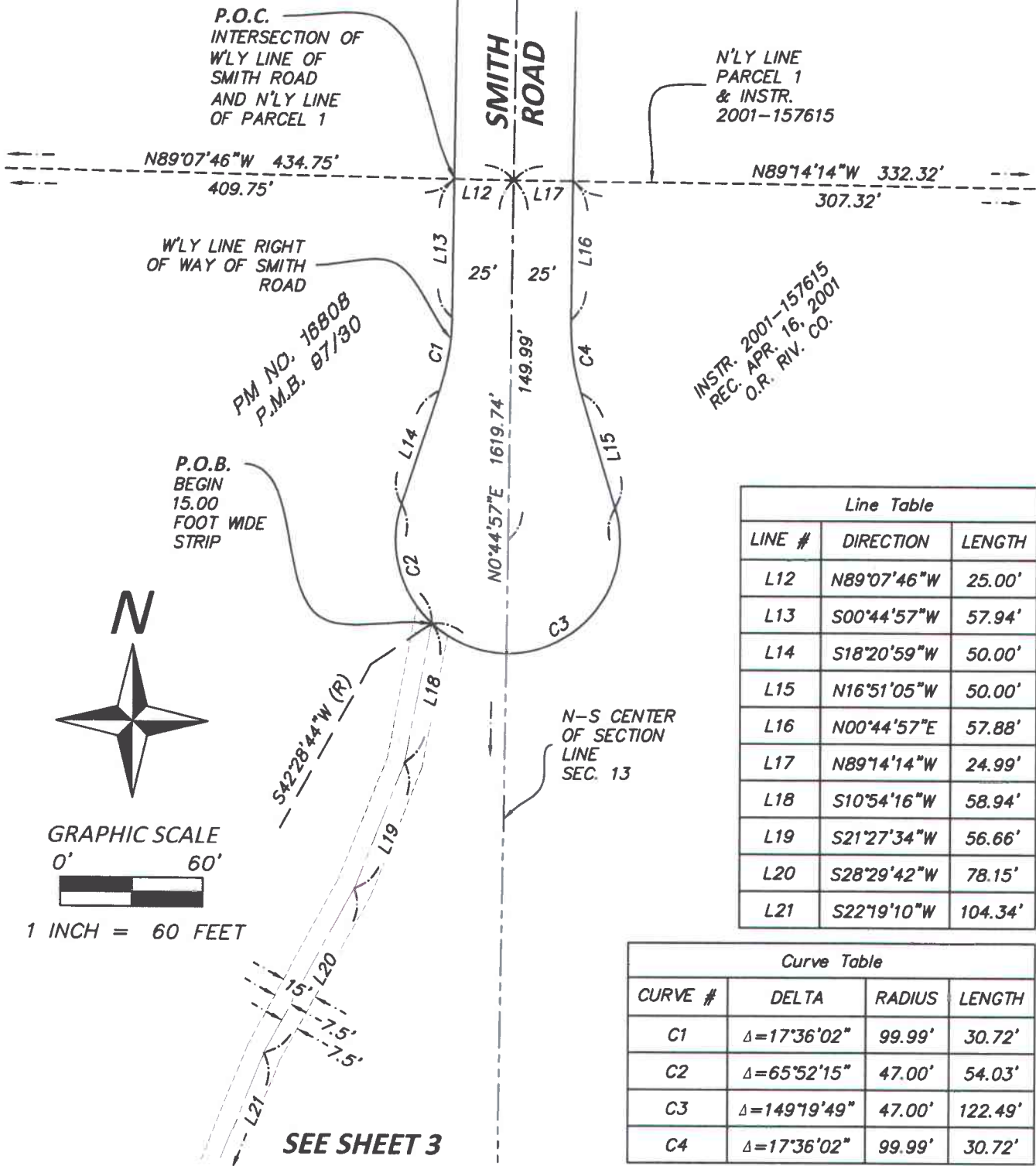


NOTE:  
SEE SHEET 6 FOR DIMENSION DATA

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

PROJECT NAME:	<b>GAVLAN HILLS BASIN</b>	SCALE	1"=300'	DRAWN BY	DAC
RCFC-WCD PARCEL NUMBER(S):	<b>R.C.A. EASEMENT</b>	DATE	08/20/20	CHECK BY	SB
RCFC-WCD PROJECT NUMBER:	<b>2-0-00290</b>	SHEET NO.	1 OF 6		

EXHIBIT "B"



Line Table		
LINE #	DIRECTION	LENGTH
L12	N89°07'46"W	25.00'
L13	S00°44'57"W	57.94'
L14	S18°20'59"W	50.00'
L15	N16°51'05"W	50.00'
L16	N00°44'57"E	57.88'
L17	N89°14'14"W	24.99'
L18	S10°54'16"W	58.94'
L19	S21°27'34"W	56.66'
L20	S28°29'42"W	78.15'
L21	S22°19'10"W	104.34'

Curve Table			
CURVE #	DELTA	RADIUS	LENGTH
C1	Δ=17°36'02"	99.99'	30.72'
C2	Δ=65°52'15"	47.00'	54.03'
C3	Δ=149°19'49"	47.00'	122.49'
C4	Δ=17°36'02"	99.99'	30.72'

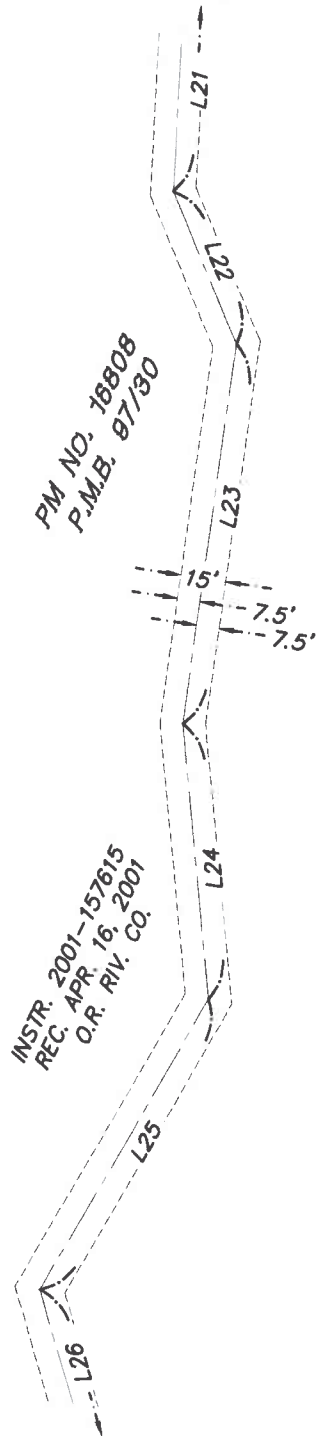
RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
 1995 MARKET STREET, RIVERSIDE, CA. 92501

PROJECT NAME:	GAVLAN HILLS BASIN	SCALE	1"=60'	DRAWN BY	DAC
RCFC-WCD PARCEL NUMBER(S):	R.C.A. EASEMENT	DATE	08/20/20	CHECK BY	SB
RCFC-WCD PROJECT NUMBER:	2-0-00290	SHEET NO.	2 OF 6		

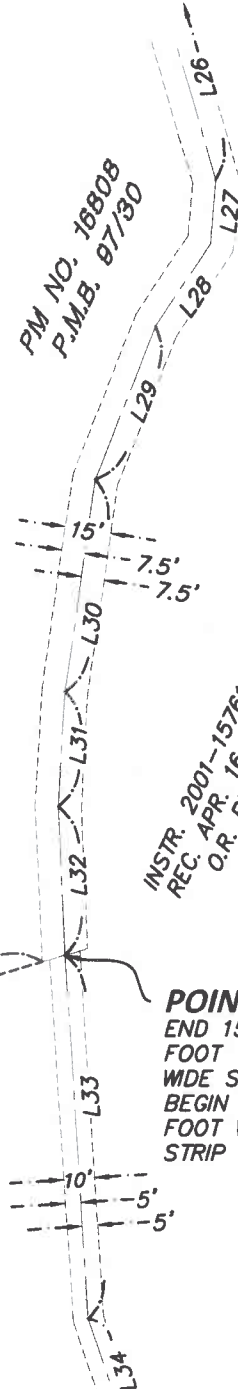
SEE SHEET 2

EXHIBIT "B"

MATCH LINE SEE BELOW LEFT



Line Table		
LINE #	DIRECTION	LENGTH
L21	S22°19'10"W	104.34'
L22	S03°40'53"E	53.19'
L23	S27°29'05"W	123.65'
L24	S13°46'15"W	88.99'
L25	S49°42'42"W	108.90'
L26	S02°53'25"W	58.87'
L27	S23°56'20"W	20.69'
L28	S53°17'59"W	31.76'
L29	S41°12'21"W	53.22'
L30	S27°29'14"W	69.07'
L31	S22°26'30"W	36.94'
L32	S16°41'49"W	47.92'
L33	S15°28'14"W	117.29'
L34	S00°00'00"E	39.53'



1 INCH = 60 FEET

MATCH LINE SEE ABOVE RIGHT

SEE SHEET 4

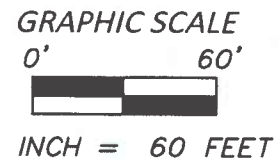
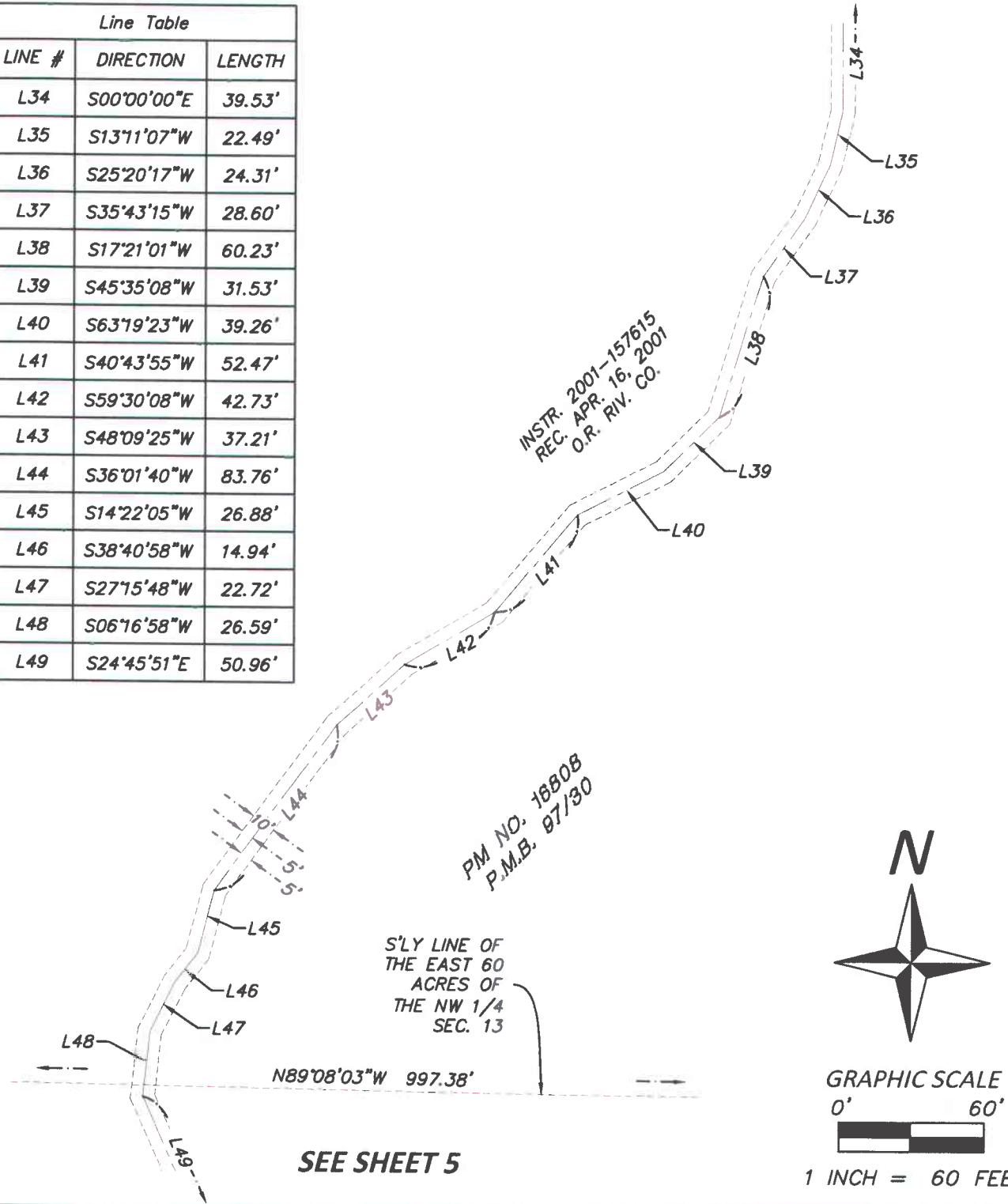
RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
1995 MARKET STREET, RIVERSIDE, CA. 92501

PROJECT NAME:	GAVLAN HILLS BASIN	SCALE 1"=60'	DRAWN BY DAC
RCFC-WCD PARCEL NUMBER(S):	R.C.A. EASEMENT	DATE 08/20/20	CHECK BY SB
RCFC-WCD PROJECT NUMBER:	2-0-00290	SHEET NO.	3 OF 6

EXHIBIT "B"

SEE SHEET 3

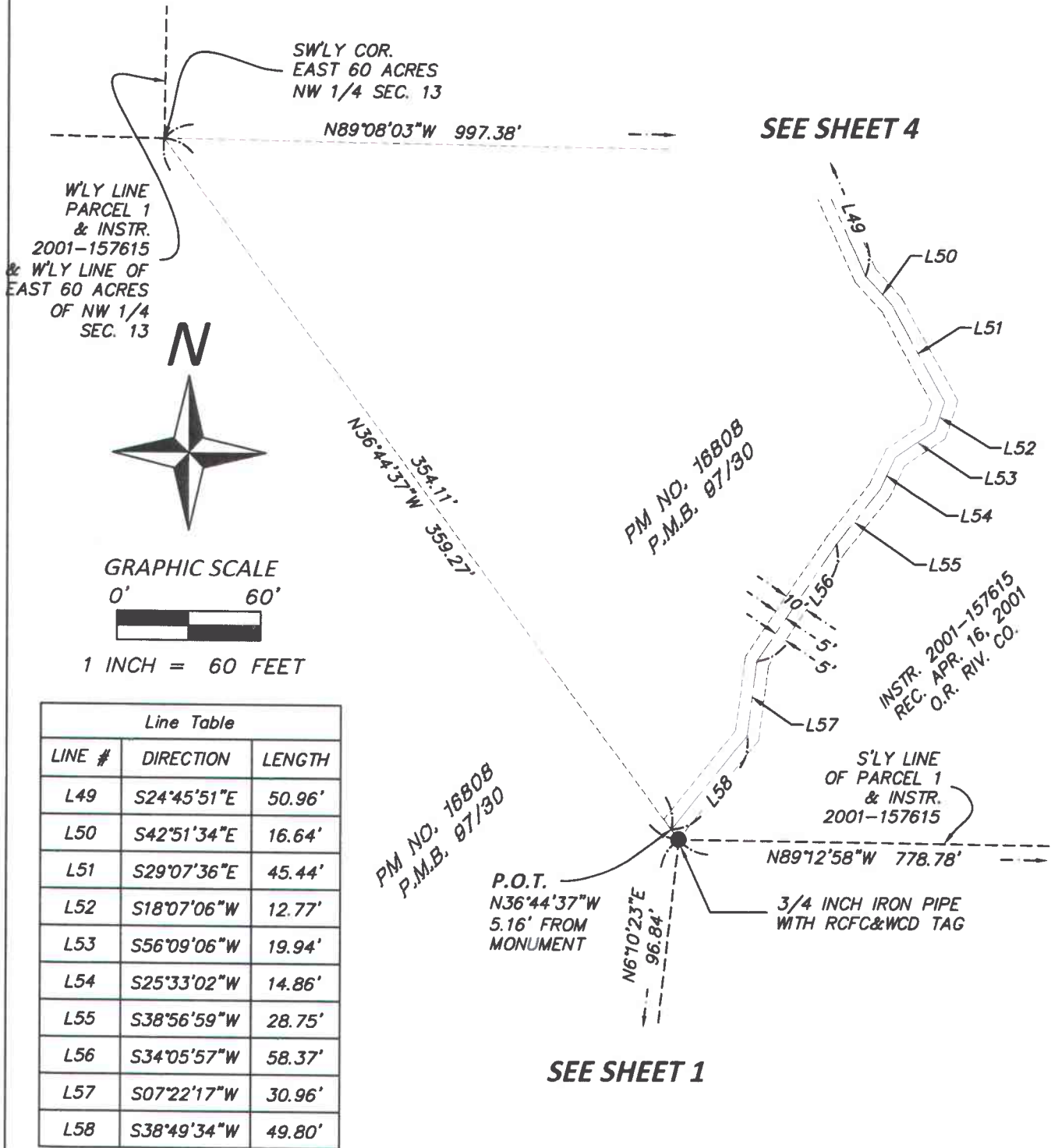
Line Table		
LINE #	DIRECTION	LENGTH
L34	S00°00'00"E	39.53'
L35	S13°11'07"W	22.49'
L36	S25°20'17"W	24.31'
L37	S35°43'15"W	28.60'
L38	S17°21'01"W	60.23'
L39	S45°35'08"W	31.53'
L40	S63°19'23"W	39.26'
L41	S40°43'55"W	52.47'
L42	S59°30'08"W	42.73'
L43	S48°09'25"W	37.21'
L44	S36°01'40"W	83.76'
L45	S14°22'05"W	26.88'
L46	S38°40'58"W	14.94'
L47	S27°15'48"W	22.72'
L48	S06°16'58"W	26.59'
L49	S24°45'51"E	50.96'



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

PROJECT NAME:	GAVLAN HILLS BASIN	SCALE 1"=60'	DRAWN BY DAC
RCFC-WCD PARCEL NUMBER(S):	R.C.A. EASEMENT	DATE 08/20/20	CHECK BY SB
RCFC-WCD PROJECT NUMBER:	2-0-00290	SHEET NO.	4 OF 6

# EXHIBIT "B"



Line Table		
LINE #	DIRECTION	LENGTH
L49	S24°45'51"E	50.96'
L50	S42°51'34"E	16.64'
L51	S29°07'36"E	45.44'
L52	S18°07'06"W	12.77'
L53	S56°09'06"W	19.94'
L54	S25°33'02"W	14.86'
L55	S38°56'59"W	28.75'
L56	S34°05'57"W	58.37'
L57	S07°22'17"W	30.96'
L58	S38°49'34"W	49.80'

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

PROJECT NAME:	GAVLAN HILLS BASIN	SCALE 1"=60'	DRAWN BY DAC
RCFC-WCD PARCEL NUMBER(S):	R.C.A. EASEMENT	DATE 08/20/20	CHECK BY SB
RCFC-WCD PROJECT NUMBER:	2-0-00290	SHEET NO.	5 OF 6

## EXHIBIT "B"

<i>Line Table</i>		
<i>LINE #</i>	<i>DIRECTION</i>	<i>LENGTH</i>
L1	N00°48'30"E	149.17'
L2	N89°11'33"W	75.00'
L3	N00°47'15"E	124.95'
L4	N50°57'02"E	33.54'
L5	N39°07'39"W	110.71'
L6	N87°04'20"W	182.62'
L7	N70°37'10"E	51.78'
L8	N88°33'37"E	100.69'
L9	N86°03'28"W	98.05'
L10	N39°26'04"E	27.84'
L11	N06°10'23"E	96.84'

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

<b>PROJECT NAME:</b> GAVILAN HILLS BASIN	SCALE N.T.S.	DRAWN BY DAC
<b>RCFC-WCD PARCEL NUMBER(S):</b> R.C.A. EASEMENT	DATE 08/20/20	CHECK BY SB
<b>RCFC-WCD PROJECT NUMBER:</b> 2-0-00290	SHEET NO. 6 OF 6	

	<p>Supervisory Districts</p>	<p><b>Legend</b></p> <ul style="list-style-type: none"> <li> Project Location</li> <li> Existing Facility</li> <li> District Parcels</li> <li> Proposed Portions to be Conveyed to the RCA</li> <li> Access Easement</li> </ul>	<p><b>Description</b>          GAVILAN HILLS -          SMITH ROAD CHANNEL          AND BASIN</p> <p>Project No. 2-0-00290          Date Created: January 5, 2021</p>
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		<p><b>RIVERSIDE COUNTY FLOOD CONTROL &amp; WATER CONSERVATION DISTRICT</b>          Subject Property - APN 287-170-009 - RCFC Parcel 2290-1          Vicinity Map</p>
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Project: Gavilan Hills Debris Basin  
 Project No. 2-0-00290  
 APN 287-170-009 (portions)  
 RCFC Parcel Nos. 2290-1B, 2290-1C,  
 2290-1D, 2290-1F

## CONVEYANCE AGREEMENT

This agreement ("Agreement") is made this 9<sup>TH</sup> day of February, 2021 by and between WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY, a public agency and a joint powers authority, herein called "RCA", and RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic, herein called "Grantor". The RCA and Grantor are sometimes individually referred to as "Party" and collectively as "Parties".

WHEREAS, Grantor is the owner of certain real property located in Riverside County and as more particularly described on Exhibit "A" attached hereto ("Property");

WHEREAS, pursuant to that certain Lake or Streambed Alteration Agreement, Notification No. 1600-2015-0247-R6, Revision 3; that certain Amendment of Lake or Streambed Alteration, Notification No. 1600-2015-0247-R6, Revision 3; that certain Amendment No. 2 of Lake or Streambed Alteration Agreement, Notification No. 1600-2015-0247-R6, Revision 3; and that certain Amendment No. 3 of Lake or Streambed Alteration Agreement, Notification No. 1600-2015-0247-R6, Revision 3 by and between Grantor and the State of California, Department of Fish and Wildlife for the South Norco Channel, Stage 6, Norco MDP Line S-1, Stage 1 and Line S-5 Project, Grantor will mitigate the impact to 1.99 acres of earthen channel and 0.06 acre of wetland habitat by conveying fee title and conservation in perpetuity the Property, which is bisected by two unnamed ephemeral streams and which is located within the Western Riverside County Multiple Species Habitat Conservation Plan ("MSHCP") Criteria Cell 2420, to the RCA;

WHEREAS, RCA desires to acquire the Property for purposes of wildlife and plant life conservation pursuant to the MSHCP; and

NOW, THEREFORE, RCA and Grantor agree as follows:

1. Dedication of Property. Grantor shall offer to dedicate the Property to RCA, and RCA shall accept the offer of dedication of the Property or interest therein, upon the terms and conditions set forth in this Agreement.

2. Obligations of Grantor.

2.1 Fee Interest. Upon acceptance by RCA of Grantor's offer described above in Section 1, Grantor shall dedicate, convey, assign and transfer its fee interest in the Property to RCA for the Property's conservation in perpetuity, free and clear of all liens, encumbrances, easements, leases (recorded or unrecorded), bonds, assessments and taxes except for (i) liens for non-delinquent property taxes and assessments, and (ii) those liens and encumbrances and easements which, in the sole discretion of RCA, are acceptable pursuant to Section 6.



2.2 Representations and Warranties of Grantor. Grantor represents and warrants to RCA that as of the date of this Agreement and as of the Close of Escrow:

2.2.1 Hazardous Substances. The Property is: (i) free from Hazardous Substances; (ii) contains no buried or partially buried storage tanks located on the Property; (iii) has not been used for the generation, storage or disposal of any Hazardous Substance and no Hazardous Substance has been spilled, disposed of or stored on, under, or at the Property; and (iv) has never been used as a dump or landfill.

2.2.2 Compliance with Law. The Property is in material compliance with all applicable Laws and Environmental Laws.

2.2.3 Leases. No leases, licenses or other agreements allowing any third-party rights to use the Property are or will be in force as of the Closing.

2.2.4 Litigation and Investigations. There is no pending or threatened litigation, administrative proceeding, or other legal or governmental action with respect to the Property, and Grantor has received no notice, warning, administrative complaint, judicial complaint, or other formal or informal notice alleging that conditions on the Property are or have been in violation of any Laws or Environmental Laws, or informing Grantor that the Property is subject to investigation or inquiry regarding the violation of any Laws or Environmental Laws.

2.2.5 Condition of Property. There are no natural or artificial conditions upon the Property or any part of the Property that could result in a material and adverse change in the condition of the Property. However, the Parties acknowledge and agree that the Property is subject to the following reservation, and the exercise of such reservation by any third party shall not be deemed a loss, cost, liability, expense, damage or other injury suffered by RCA or subject to indemnification of RCA by Grantor.

2.2.6 "Excepting therefrom a 10 percent interest in and to all oil, gas and mineral rights contained in said property, as reserved by deed from Henry J. Smith and Mina Smith, his wife, to Herbert D. Goetze and Margaret M. Goetze, his wife, filed for record November 25, 1952".

This section shall survive the Close of Escrow.

2.2.7 No Insolvency Proceedings. Grantor has not (i) made a general assignment for the benefit of creditors; (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by its creditors; (iii) suffered the appointment of a receiver to take possession of all or substantially all of its assets; (iv) suffered the attachment or other judicial seizure of substantially all of its assets; or (v) admitted in writing its inability to pay its debts as they come due.

2.2.8 No Other Agreements, Undertakings or Tenancies. Grantor will not enter into any agreements or undertake any new obligations prior to Close of Escrow which will in any way burden, encumber or otherwise affect the Property without the prior written consent of the RCA.

2.2.9 Disclosure. Grantor has disclosed to RCA all information, records, and studies in Grantor's possession in connection with the Property, including any reports or studies concerning Hazardous Substances. All information that Grantor has delivered to RCA, either

directly or through Grantor's agents, is accurate and Grantor has disclosed all material facts concerning the operation, development or condition of the Property.

Grantor shall promptly notify RCA of any facts that would cause any of the representations contained in this Agreement to be untrue as of the Close of Escrow. If RCA reasonably concludes that a fact materially and adversely affects the Property, RCA shall have the option to terminate this Agreement by delivering written notice to Grantor and Escrow Agent. If RCA terminates this Agreement pursuant to this Section, Escrow Agent shall cancel the Escrow and Grantor shall be responsible for all costs of escrow.

2.3 Indemnity. Grantor agrees to indemnify RCA and agrees to defend and hold RCA harmless from all loss, cost, liability, expense, damage, or other injury, including without limitation, attorneys' fees and expenses, to the fullest extent not prohibited by applicable law, and all other costs and expenses incurred by reason of, or in any manner resulting from (i) the breach of any warranties and representations in Section 2.2, and (ii) all third-party claims for Grantor's intentional acts or willful misconduct related to the Property occurring prior to the Close of Escrow.

#### 2.4 Definitions.

2.4.1 "Environmental Laws" means all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance (as defined subsequently in this Agreement), or pertaining to occupational health or industrial hygiene (and only to the extent that the occupational health or industrial hygiene laws, ordinances, or regulations relate to Hazardous Substances on, under, or about the Property), occupational or environmental conditions on, under, or about the Property, as now in effect, including without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) and the Superfund Amendments and Reauthorization Act of 1986 (SARA) [42 U.S.C.A. §§ 9601 et seq.]; the Resource Conservation and Recovery Act of 1976 (RCRA) and the Solid Waste Disposal Act [42 U.S.C.A. §§ 6901 et seq.]; the Clean Water Act, also known as the Federal Water Pollution Control Act (FWPCA) [33 U.S.C.A. §§ 1251 et seq.]; the Toxic Substances Control Act (TSCA) [15 U.S.C.A. §§ 2601 et seq.]; the Hazardous Materials Transportation Act (HMTA) [49 U.S.C.A. §§ 5101 et seq.]; the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) [7 U.S.C.A. §§ 136 et seq.]; the Clean Air Act (CAA) [42 U.S.C.A. §§ 7401 et seq.]; the Safe Drinking Water Act (SDWA) [42 U.S.C.A. §§ 300f et seq.]; the Surface Mining Control and Reclamation Act of 1977 (SMCRA) [30 U.S.C.A. §§ 1201 et seq.]; the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA or EPCRTKA) [42 U.S.C.A. §§ 11001 et seq.]; the Occupational Safety and Health Act of 1970 (OSHA) [29 U.S.C.A. §§ 655, 657]; the California laws regarding the underground storage of hazardous substances [H & S C §§ 25280 et seq.]; the Hazardous Substance Account Act [H & S C §§ 25300 et seq.]; the California laws regarding hazardous waste control [H & S C §§ 25100 et seq.]; the Safe Drinking Water and Toxic Enforcement Act of 1986 [H & S C §§ 25249.5 et seq.]; the Porter-Cologne Water Quality Control Act [Wat C §§ 13000 et seq.], and any amendments of or regulations promulgated under the statutes cited above and any other federal, state, or local law, statute, ordinance, or regulation now in effect that pertains to occupational health or industrial hygiene, and only to the extent that the occupational health or industrial hygiene laws, ordinances, or regulations relate to Hazardous Substances on, under, or about the Property, or the regulation

or protection of the environment, including ambient air, soil, soil vapor, groundwater, surface water, or land use.

2.4.2 "Hazardous Substances" includes without limitation:

(i) Those substances included within the definitions of "hazardous substance," "hazardous waste," "hazardous material," "toxic substance," "solid waste" or "pollutant or contaminant" in CERCLA, RCRA, TSCA, HMTA, or under any other Environmental Law;

(ii) Those substances listed in the United States Department of Transportation (DOT) Table [49 CFR 172.101], or by the Environmental Protection Agency (EPA), or any successor agency, as hazardous substances [40 CFR Part 302];

(iii) Other substances, materials and wastes that are or become regulated or classified as hazardous or toxic under federal, state or local laws or regulations; and

(iv) Any material, waste or substance that is: a petroleum or refined petroleum product, asbestos, polychlorinated biphenyl, designated as a hazardous substance pursuant to 33 U.S.C.A. § 1321 or listed pursuant to 33 U.S.C.A. § 1317, a flammable explosive, or a radioactive material.

3. Escrow. By this Agreement, RCA and Grantor establish an escrow ("Escrow") with a reputable title company chosen by RCA (the "Escrow Agent"), subject to the provisions of the standard conditions for acceptance of escrow and the terms and conditions in this Agreement, with a signed counterpart of this document to be delivered as escrow instructions to Escrow Agent. In the event of any conflict between the terms of this Agreement and the standard conditions for acceptance of escrow, the terms of this Agreement shall control. RCA's agent for matters related to the Closing of Escrow shall be the Executive Director or his designee.

4. Feasibility Period.

4.1 During the period commencing on the date of this Agreement and terminating on a date which is sixty (60) days from the date of this Agreement ("Feasibility Period"), RCA may undertake at RCA's expense an inspection of the Property. Said inspection may include: (i) a review of the physical condition of the Property, including but not limited to, inspection and examination of soils, environmental factors, Hazardous Substances, if any, and archeological information relating to the Property; and (ii) a review and investigation of the effect of any zoning, maps, permits, reports, engineering data, regulations, ordinances, and laws affecting the Property. Within ten (10) days following the full execution of this Agreement by both parties, Grantor shall deliver to RCA copies of all architectural plans, surveys, specifications, and other documents pertaining to the physical, geological, or environmental condition of the Property that are owned by or in the possession of Grantor.

4.2 If RCA's environmental consultant requires additional time to determine the existence and extent of any Hazardous Substances on the Property, RCA shall have the right, exercisable by delivering written notice to Grantor prior to the expiration of the Feasibility Period, to extend the Feasibility Period for up to an additional sixty (60) days to complete the testing.

4.3 If RCA disapproves of the results of the inspection and review or the results of any Phase I Environmental Report, RCA may elect, prior to the last day of the Feasibility Period (or any extension thereof), to terminate this Agreement by giving Grantor written notification prior to the last day of the Feasibility Period (or any extension thereof). If RCA fails to properly notify Grantor of the intent to terminate this Agreement, RCA shall be deemed to be satisfied with the results of the inspection and shall be deemed to have waived the right to terminate this Agreement pursuant to this provision.

5. Access.

5.1 Access to the Property during the Feasibility Period shall be given to RCA, its agents, employees, or contractors during normal business hours upon at least one (1) business day notice to Grantor, at RCA's own cost and risk, for any purposes, including, but not limited to, inspecting the Property, taking samples of the soil, and conducting an environmental audit (including an investigation of past and current uses of the Property). RCA shall indemnify and defend Grantor against and hold Grantor harmless from all losses, costs, damages, liabilities, and expenses, including, without limitation, reasonable attorney fees arising out of RCA's entry onto the Property or any activity thereon by RCA or its agents, employees, or contractors prior to the Close of Escrow except to the extent any such losses, costs, damages, liabilities, and expenses arise out of the gross negligence or willful acts of Grantor. Any entry onto the Property by RCA or its agents, employees, or contractors shall be at reasonable times. The provisions of this Section shall survive the Close of Escrow. Notwithstanding anything herein to the contrary, RCA and Grantor agree that RCA shall not incur any liability hereunder merely by the discovery of an "Existing Adverse Condition" (as defined below) regardless of whether such Existing Adverse Condition, once revealed, negatively impacts the value of the Property or otherwise causes Grantor to incur liabilities, costs or expenses. The term "Existing Adverse Condition" shall mean an adverse condition existing on or with respect to the Property that is discovered or revealed by RCA in the course of its Property inspection hereunder.

5.2 In addition to the provisions of Section 4.1, RCA and its agents, employees or contractors shall have the right, from the date of this Agreement until the Closing Date, to contact any federal, state or local governmental authority or agency to investigate any matters relating to the Property. Grantor agrees to cooperate reasonably with RCA and its agents, employees or contractors in the inspection of the Property and agrees to deliver to RCA all information in Grantor's possession or control pertaining to the condition of the Property, including engineering and environmental reports, studies, tests, monitoring results, and related documentation.

6. Title.

6.1 Immediately following the execution of this Agreement by both Parties, RCA shall cause Escrow Agent to issue to RCA (with a copy to Grantor) a preliminary report for an ALTA Standard Policy of Title Insurance, setting forth all liens, encumbrances, easements, restrictions, conditions, pending litigation, judgments, administrative proceedings and other matters affecting Grantor's title to the Property ("Preliminary Report"), together with copies of all documents relating to title exceptions referred to in the Preliminary Report.

6.2 Following the full execution of this Agreement by both Parties, RCA may cause a survey and/or an ALTA Survey of the Property to be prepared by a registered surveyor or professional engineer ("Survey"). Grantor agrees to deliver to RCA, promptly following the full

execution and delivery of this Agreement, copies of any survey of the Property in the possession of Grantor.

6.3 RCA shall approve or disapprove, in writing to Grantor with a copy to Escrow Agent, each exception shown on the Preliminary Report and each encroachment, overlap, or boundary line dispute, or any other matter that materially and adversely affects title to the Property or that violates any law, rule, or regulation reflected on the Survey (each an "Exception") within twenty (20) business days following the receipt of the Preliminary Report or the Survey, whichever is later. RCA's failure to object within the twenty (20) day period shall be deemed to be a disapproval of the Exceptions. The Exceptions approved by RCA hereunder shall be referred to as the "Approved Exceptions".

6.4 If any Exception is disapproved or deemed disapproved (each a "Disapproved Exception"), Grantor shall have the right, but not the obligation, within thirty (30) days following expiration of the twenty (20) day period provided under Section 6.3 above, to cause each Disapproved Exception to be discharged, satisfied, released, or terminated, as the case may be, of record, and in a form that is reasonably satisfactory to RCA and Escrow Agent, all at Grantor's sole cost and expense. Grantor agrees to deposit into Escrow the sum sufficient to discharge any Disapproved Exception that may be discharged only by the payment of money. If Grantor is unable or unwilling to obtain a discharge, satisfaction, release, or termination of any Disapproved Exception within the period specified above, then this Agreement shall automatically terminate ten (10) business days after expiration of the 30-day period for curing the Disapproved Exceptions or after Grantor advises RCA in writing that Grantor is unable or unwilling to cause such discharge, satisfaction, release, or termination, whichever occurs first, unless within such 10-business-day period RCA waives in writing such Disapproved Exception, in which event such Disapproved Exception shall be deemed an Approved Exception under this Agreement. If this Agreement terminates pursuant to the foregoing sentence, then Grantor shall pay all charges of the Escrow Agent in connection with this transaction, including the charges of the surveyor and environmental engineering company; and the Parties shall be relieved of all further obligations and liabilities to each other under this Agreement except as otherwise provided herein, and all funds and documents deposited with Escrow Agent shall be promptly refunded or returned, as the case may be, by Escrow Agent to the depositing Party. Anything above to the contrary notwithstanding, it is understood and agreed that RCA's indemnity obligations under Section 5 shall not terminate upon termination of this Agreement pursuant to this or any other provision hereof.

7. INTENTIONALLY DELETED.

8. Close of Escrow.

8.1 Title. Simultaneously with the Close of Escrow, Escrow Agent shall issue an ALTA Standard Policy of Title Insurance (formerly referred to as a CLTA Title Policy) ("Title Policy") in the amount of \$100,000.00, subject only to (i) liens for real property taxes, bonds and assessments not then due, and (ii) the Approved Exceptions.

8.2 Grantor's Deposits into Escrow. Grantor shall deposit with Escrow Agent on or prior to the Close of Escrow the following documents:

(i) a grant deed in the form attached hereto as Exhibit "B" executed and acknowledged by Grantor, conveying to RCA good and marketable fee simple title to the Property, subject only to the Approved Exceptions ("Deed");

(ii) an executed copy of the Access Easement Agreement in the form attached hereto as Exhibit "C";

(iii) a copy of the development project's fence plan, as required by Section 9(v), below;

(iv) all funds required to be placed in escrow by Grantor; and

(v) Grantor's approval of the draft of Escrow Agent's closing statement.

8.3 RCA's Deposits into Escrow. RCA's approval of the Survey, and RCA's approval of the draft of Escrow Agent's closing statement. RCA shall deposit with Escrow Agent prior to or after the Close of Escrow, the documents related to the Installation Contract described in Section 7 and an executed copy of the Access Easement Agreement in the form attached hereto as Exhibit "C".

8.4 Closing Date. The conveyance of the Property to RCA and the closing of this transaction ("Close of Escrow") shall take place no later than Wednesday, March 15, 2021 ("Closing Date") following the establishment of an Escrow pursuant to Section 3 of this Agreement.

8.5 Closing Statements. No more than two (2) days prior to the Closing Date, Escrow Agent shall deliver to RCA and to Grantor, for their respective approvals, drafts of Escrow Agent's closing statement showing all receipts and disbursements of the Escrow.

8.6 Closing Instructions. On the Closing Date (or any extension thereof), Escrow Agent shall close Escrow as follows:

(i) record the Deed (marked for return to RCA) with the Riverside County Recorder;

(ii) issue the Title Policy;

(iii) prorate taxes, assessments, rents and other charges as provided in Section 8.7 below;

(iv) record the executed Access Easement Agreement;

(v) prepare and deliver to both RCA and Grantor one (1) signed copy of Escrow Agent's closing statement showing all receipts and disbursements of the Escrow;

(vi) If Escrow Agent is unable to simultaneously perform all the instructions set forth above, Escrow Agent shall notify RCA and Grantor and retain all funds and documents pending receipt of further instructions jointly issued by RCA and Grantor.

8.7 Closing Costs and Prorations. Grantor shall pay the following closing costs and prorations through the Close of Escrow:

(i) All governmental conveyancing fees and taxes due upon transfer of the Property, except that no documentary transfer tax will be payable with respect to this transaction, pursuant to Revenue and Taxation Code Section 11922;

(ii) The recording charges in connection with recordation of the Deed; except that this Deed is entitled to be recorded without a fee pursuant to Government Code Section 27383 because the Deed is for the benefit of a public agency;

(iii) All charges in connection with issuance of the Title Policy in the amount of \$100,000.00;

(iv) All costs associated by environmental reports, including the Phase I Environmental Site Assessment Report, and any further testing and reports which may be reasonably necessary as a result of such report;

(v) All charges related to any survey undertaken in connection with an ALTA Extended Policy of Title Insurance;

(vi) All charges in connection with removing any Disapproved Exceptions pursuant to Section 6.4 and to cure any defect in vesting in order to satisfy the condition set forth in Section 9(v); and

(vii) All fees and charges levied by Escrow Agent.

8.8 Real Estate Taxes, Bonds, and Assessments. Grantor shall pay real property taxes at the Close of Escrow based on the most current real property tax bill available, including any additional property taxes that may be assessed after the Close of Escrow, regardless of when notice of those taxes is received or who receives the notice. Grantor may seek reimbursement from the Riverside County Tax Assessor's office for any property taxes that have been assessed for a period after the Close of Escrow as RCA is a public agency exempt from payment of such taxes. RCA further agrees to cooperate with Grantor to provide any necessary information to the Assessor's office in connection with such request for refund. All installments of any bond or assessment that constitutes a lien on the Property at the Close of Escrow shall be paid by Grantor.

8.9 Possession. Possession of the Property shall be delivered to RCA at the Close of Escrow.

9. Acceptance. The acceptance of the Property by RCA and the Closing of Escrow (as defined in Section 8) are subject to the satisfaction of the following no later than the Closing Date:

(i) RCA's approval of the condition of the Property as provided in Section 4 and title to the Property as provided in Section 6. In addition, Grantor shall remove any debris or trash from the Property prior to the Close of Escrow;

(ii) The representations and warranties of Grantor set forth in Section 2.2 shall be true and accurate as of the Closing Date;

- (iii) Grantor's performance of all obligations under this Agreement;
- (iv) No adverse material change shall have occurred with respect to the condition of the Property from the end of the Feasibility Period through the Closing Date;
- (v) RCA's approval of the development project's fence plan; and
- (vi) Escrow Agent being prepared to issue the Title Policy on the Close of Escrow, subject only to the Approved Exceptions.

10. INTENTIONALLY DELETED.

11. The performance by the RCA of its obligations under this Agreement shall relieve the RCA of any and all further obligations or claims on account of the acceptance of the offer of dedication. The RCA agrees to use the Property for the purposes of wildlife and plant habitat conservation pursuant to the MSHCP.

12. This Agreement and Escrow may be terminated by RCA upon three (3) days written notice to Grantor and Escrow Agent if the conditions to closing set forth in Section 9 have not been fulfilled on or before the Closing Date. Upon termination by RCA pursuant to this Section 12, Grantor shall be responsible for all costs and expenses of Escrow Agent.

13. As used in this Agreement, notice includes but is not limited to, the communication of any notice, request, demand, approval, statement, report, acceptance, consent, waiver and appointment. All notices must be in writing. Notice is given either (i) when delivered in person to the person or company intended named below, (ii) when delivered via facsimile with confirmation from the receiving party via return fax; or (iii) when sent via reputable overnight courier (such as Federal Express), addressed by name and addressed to the party or persons intended, as follows:

To RCA:	Western Riverside County Regional Conservation Authority Riverside Centre Building 3403 10th Street, Suite 320 Riverside, CA 92501 Phone: 951.955.9700 Fax: 951.955.8873 Attention: Executive Director
With copy to:	Best, Best & Krieger LLP 3390 University Avenue, 5th Floor Riverside, CA 92501 Phone: 951.686.1450 FAX: 951.686.3083 Attention: Michelle Ouellette
To Grantor:	Riverside County Flood Control and Water Conservation District 1995 Market Street Phone: 951.955.1314



Fax: 951.788.9965

until such time as a party gives notice of the change of address in accordance with the terms of this section.

14. This Agreement shall not be changed, modified or amended except upon the written consent of the Parties hereto.

15. This Agreement is the result of negotiations between the Parties and is intended by the Parties to be a final expression of their understanding with respect to the matters herein contained. This Agreement supersedes any and all other prior agreements and understandings, oral or written, in connection therewith. No provision contained herein shall be construed against the RCA solely because it prepared this Agreement in its executed form.

16. Grantor, their assigns and successors in interest, shall be bound by all the terms and conditions contained in this Agreement, and all the parties thereto shall be jointly and severally liable thereunder.

17. This Agreement is not binding until executed by the Executive Director of the RCA.

18. Notwithstanding any other provision of this Agreement or any other agreement between any of the Parties hereto, once the Property is conveyed to and accepted by the RCA, the RCA shall have no obligation to return the Property to the Grantor under any circumstances, except in the sole and exclusive discretion of the RCA.

19. Pursuant to RCA's Policies and Procedures for Execution of IRS Form 8283 for Bargain Sales and Donations, RCA agrees to cooperate with Grantor to acknowledge receipt of the donation of the Property by signing Internal Revenue Form 8283 (Non-Cash Charitable Contributions) before the Close of Escrow and any other tax-related forms or documents reasonably requested by Grantor and to return any such forms to Grantor within thirty business (30) days after RCA's receipt of such forms from Grantor. Notwithstanding the foregoing, RCA makes no representation or warranty to Grantor regarding the tax attributes of this transaction, nor shall RCA endorse or otherwise acknowledge any valuation of the Property for tax purposes, it being understood that the Grantor has obtained its own appraisals and tax advice for such purposes.

20. This Agreement may be executed in one or more counterparts. Each shall be deemed an original and all, taken together, shall constitute one and the same instrument.

[signature page follows]


IN THE WITNESS THEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date and year set forth below.

**GRANTOR:**

**RECOMMENDED FOR APPROVAL**

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

By:   
JASON E. UHLEY  
General Manager-Chief Engineer

By:   
KAREN SPIEGEL, Chair  
Riverside County Flood Control and Water Conservation District Board of Supervisors


Date: 28 JAN 2021

Date: 02/09/2021

**APPROVED AS TO FORM:**

GREGORY P. PRIAMOS  
County Counsel

ATTEST:  
KECIA HARPER  
Clerk of the Board

By:   
WESLEY W. STANFIELD  
Deputy County Counsel

By: 

Date: 1/28/2021

Date: 02/09/2021

**RCA: WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY**

By:   
Anne Mayer, Executive Director

Date: January 23, 2021

Approved as to Form:

By:   
Best Best & Krieger LLP  
RCA General Counsel

**EXHIBIT "A"**

**Legal Description of Property**

[Attached]

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

Thence North 03°49'51" West 389.96 feet to the southeasterly corner of Parcel 2290-7A monumented by a ¾ Inch Iron Pipe with RCFC&WCD tag as shown on Record of Survey filed in book 114, pages 4 through 8, inclusive, official records of said county, said point being known as **Point "A"**;

Thence South 89°07'46" East 329.81 feet along said northerly line to the **Point of Beginning**.

Containing 112,133 square feet / 2.574 acres more or less

**(Parcel 2290-1C)**

**Commencing** at said **Point "A"**;

Thence along the boundary of said Parcel 1 the following two (2) courses:

- 1) North 89°07'46" West 79.94 feet along said northerly line to an angle point in said Parcel 1 being monumented by a ¾ Inch Iron Pipe with V.C. Hunt L.S. 3579 Plug;
- 2) South 00°48'30" West 149.17 feet to an angle point in said Parcel being the **Point of Beginning**, said point being monumented by a ¾ Inch Iron Pipe with V.C. Hunt L.S. 3579 Plug;

Thence the following fifteen (15) courses each being monumented by a ¾ Inch Iron Pipe with RCFC&WCD tag:

- 1) Continuing South 00°48'30" West 56.41 feet
- 2) South 34°10'55" West 188.75 feet
- 3) South 22°17'01" West 147.53 feet
- 4) South 08°48'02" West 260.93 feet
- 5) South 16°36'37" East 188.67 feet
- 6) South 13°00'30" East 124.27 feet
- 7) South 86°55'02" East 118.04 feet
- 8) North 16°41'49" East 49.95 feet
- 9) North 18°41'01" East 75.91 feet
- 10) North 37°31'07" East 211.75 feet being **Point "B"**

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

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**Gavilan Hills Basin**

APN: 287-170-009

In the Unincorporated Area of the County of Riverside, State of California, being those portions of Parcel 1, Parcel Map No. 16808, filed in book 97, page 30 of Parcel Maps, records of said county, and lying within Section 13, Township 4 South, Range 5 West of the Sectionalized Rancho El Sobrante de San Jacinto described as follows:

**(Parcel 2290-1B)**

**Beginning** at the intersection of the northerly line of said Parcel 1 with the westerly Right of Way of Smith Road as shown on said Parcel Map 16808;

Thence along said westerly Right of Way the following four (4) courses:

- 1) South 00°44'57" West 57.94 feet to the beginning of a concave curve westerly having a radius of 99.99 feet;
- 2) Southerly 30.72 feet along said curve through a central angle of 17°36'02";
- 3) South 18°20'59" West 50.00 feet to the beginning of a curve concave northeasterly having a radius of 47.00 feet;
- 4) Southerly 6.47 feet along said curve through a central angle of 07°53'07" to a point being monumented by a ¾ Inch Iron Pipe with RCFC&WCD tag, a radial line to said point bears North 79°32'08" West;

Thence the following five (5) courses each being monumented by a ¾ Inch Iron Pipe with RCFC&WCD tag:

- 1) South 10°27'49" West 120.10 feet
- 2) South 32°18'57" West 189.61 feet
- 3) North 89°51'25" West 65.68 feet
- 4) North 78°21'40" West 79.96 feet
- 5) North 34°01'41" West 23.89 feet

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

- 11) South 02°45'52" West 594.91 feet
- 12) South 34°06'46" West 411.49 feet
- 13) North 89°15'58" West 171.03 feet being **Point "C"**
- 14) North 45°57'39" West 150.46 feet
- 15) North 13°20'15" West 91.16 feet

Thence South 89°02'46" West 185.51 feet to the westerly line of said Parcel 1 being monumented by a Gin Spike with RCFC&WCD Washer set on the easterly side of a large granite boulder;

Thence along the boundary of said Parcel 1 the following four (4) courses:

- 1) North 00°44'57" East 1253.38 feet along said westerly line to an angle point in said Parcel 1
- 2) South 89°09'15" East 487.40 feet to an angle point in said Parcel 1
- 3) North 00°47'15" East 124.95 feet
- 4) South 89°11'33" East 75.00 feet to the **Point of Beginning**.

Containing 745,960 square feet / 17.125 acres more or less

Reserving therefrom a strip of land of variable width, the centerline of which is described as follows:

Commencing at said **Point "B"**;

Thence South 37°31'07" West 48.83 feet to the **Point of Beginning** of a 15.00 foot wide strip of land, lying 7.50 feet on each side of the following described centerline;

Thence South 02°53'25" West 30.19 feet;

Thence South 23°56'20" West 20.69 feet;

Thence South 53°17'59" West 31.76 feet;

Thence South 41°12'21" West 53.22 feet;

Thence South 27°29'14" West 69.07 feet;

Thence South 22°26'30" West 36.94 feet

## RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

Thence South 16°41'49" West 47.92 feet to **Point "D"** being at a point of intersection with a line bearing South 86°55'02" East, being the end of said 15.00 foot strip and the beginning of a 10.00 foot wide strip, lying 5.00 feet on each side of the following described centerline;

Thence South 15°28'14" West 117.29 feet

Thence SOUTH 39.53 feet

Thence South 13°11'07" West 22.49 feet

Thence South 25°20'17" West 24.31 feet

Thence South 35°43'15" West 28.60 feet

Thence South 17°21'01" West 60.23 feet

Thence South 45°35'08" West 31.53 feet

Thence South 63°19'23" West 39.26 feet

Thence South 40°43'55" West 52.47 feet

Thence South 59°30'08" West 42.73 feet

Thence South 48°09'25" West 37.21 feet

Thence South 36°01'40" West 83.76 feet

Thence South 14°22'05" West 26.88 feet

Thence South 38°40'58" West 14.94 feet

Thence South 27°15'48" West 22.72 feet

Thence South 06°16'58" West 26.59 feet

Thence South 24°45'51" East 50.96 feet

Thence South 42°51'34" East 16.64 feet

Thence South 29°07'36" East 35.50 feet to the line cited as being North 89°15'58" West 171.03 feet being the **Point of Terminus**, said point being distant therefrom South 89°15'58" East 4.06 feet along said line from said **Point "C"**

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

The sidelines of said 15.00 foot strip are to be continued or shortened so as to terminate in the north in the northerly line of the described Parcel 2290-1C and in the south in a line which bears South 86°55'02" East through said **Point "D"**, and the sidelines of said 10.00 strip are to be continued or shortened so as to terminate in the north in said line which bears South 86°55'02" East, and in the south in the southerly lines of the described Parcel 2290-1C.

The described variable width strip of land contains 12,080 square feet / 0.277 acres more or less.

**(Parcel 2290-1D)**

**Beginning at said Point "B"**

Thence the following six (6) courses each being monumented by a ¾ Inch Iron Pipe with RCFC&WCD tag:

- 1) North 72°46'22" East 91.34 feet
- 2) North 04°00'26" East 144.97 feet
- 3) North 27°29'05" East 108.26 feet
- 4) North 03°40'53" West 45.80 feet
- 5) North 22°19'10" East 95.13 feet
- 6) North 65°03'08" East 229.40 feet

Thence North 12°05'09" East 275.60 feet to the northerly line of said Parcel 1;

Thence South 89°14'14" East 158.19 feet along said northerly line to the northeasterly corner of said Parcel 1;

Thence South 00°44'57" West 1489.54 feet along the easterly line of said Parcel 1, said point being monumented by a ¾ Inch Iron Pipe with RCFC&WCD tag;

Thence North 47°35'30" West 804.06 feet, said point being monumented by a ¾ Inch Iron Pipe with RCFC&WCD tag;

Thence North 02°45'52" East 181.79 feet to the **Point of Beginning**.

Containing 544,131 square feet / 12.492 acres more or less.



RIVERSIDE COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT

(Parcel 2290-1F)

All that portion of said Parcel 1 lying westerly and southerly of the following described line:

**Beginning** at the southwesterly corner of the east 60 acres of the Northwest Quarter of said section;

Thence South 36°44'37" East 359.27 feet to an angle point in the southerly line of said Parcel 1  
monumented by a 3/4 Inch Iron Pipe with RCFC&WCD tag, said point being the **Point of  
Terminus.**

Containing 178,094 square feet / 4.088 acres more or less

Excepting therefrom all that portion which lies within the Right of Way of Able Road as shown  
on said Parcel Map No. 16808.

The distances shown herein are in grid. Ground distances may be obtained by dividing the grid  
distance by a combination factor of 0.99991770.

See Exhibit "B" attached hereto and made a part hereof.



  
JAMES R. McNEILL

Land Surveyor No. 7752

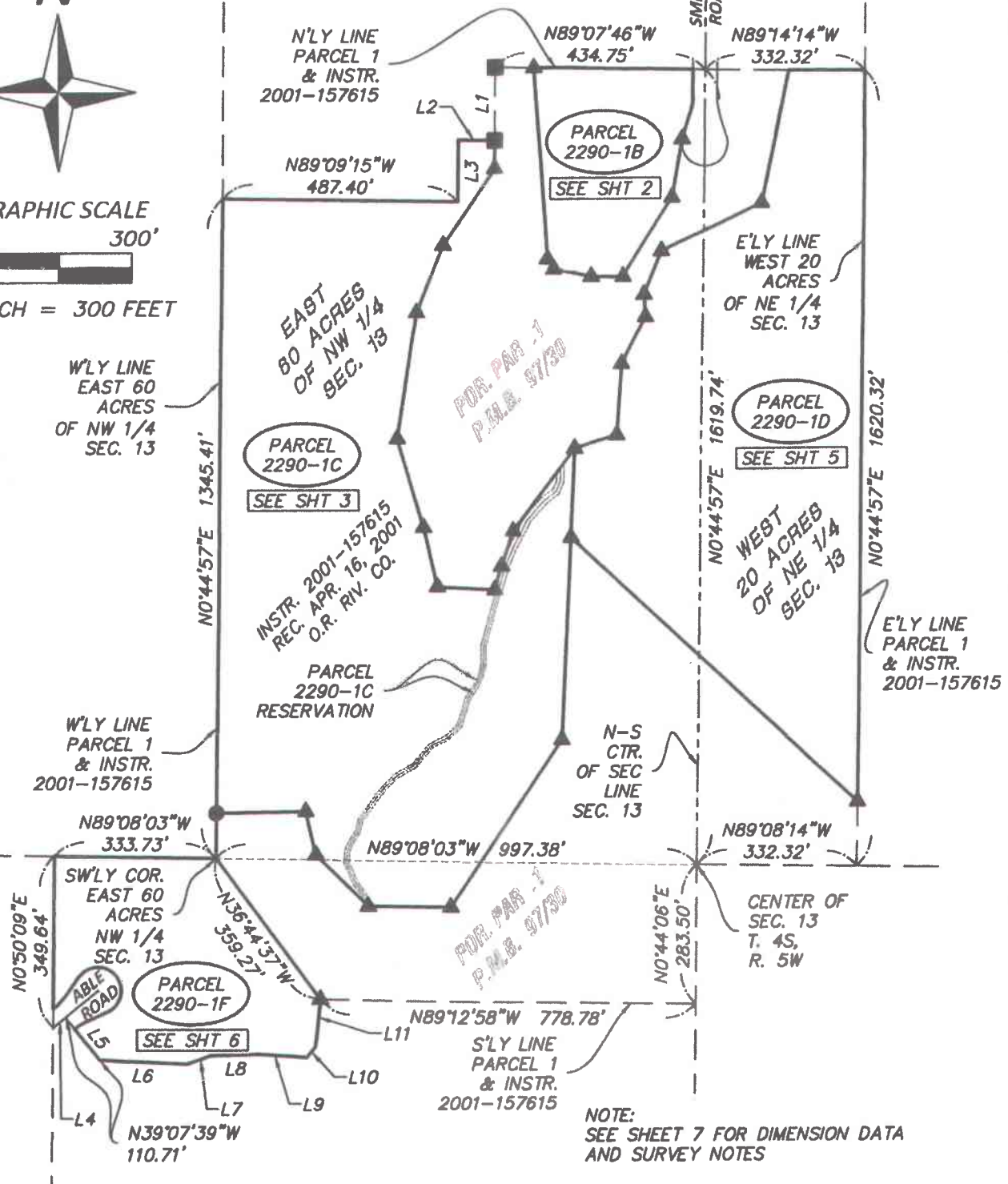
Date: 8/27/2020



GRAPHIC SCALE  
0' 300'

1 INCH = 300 FEET

EXHIBIT "B"



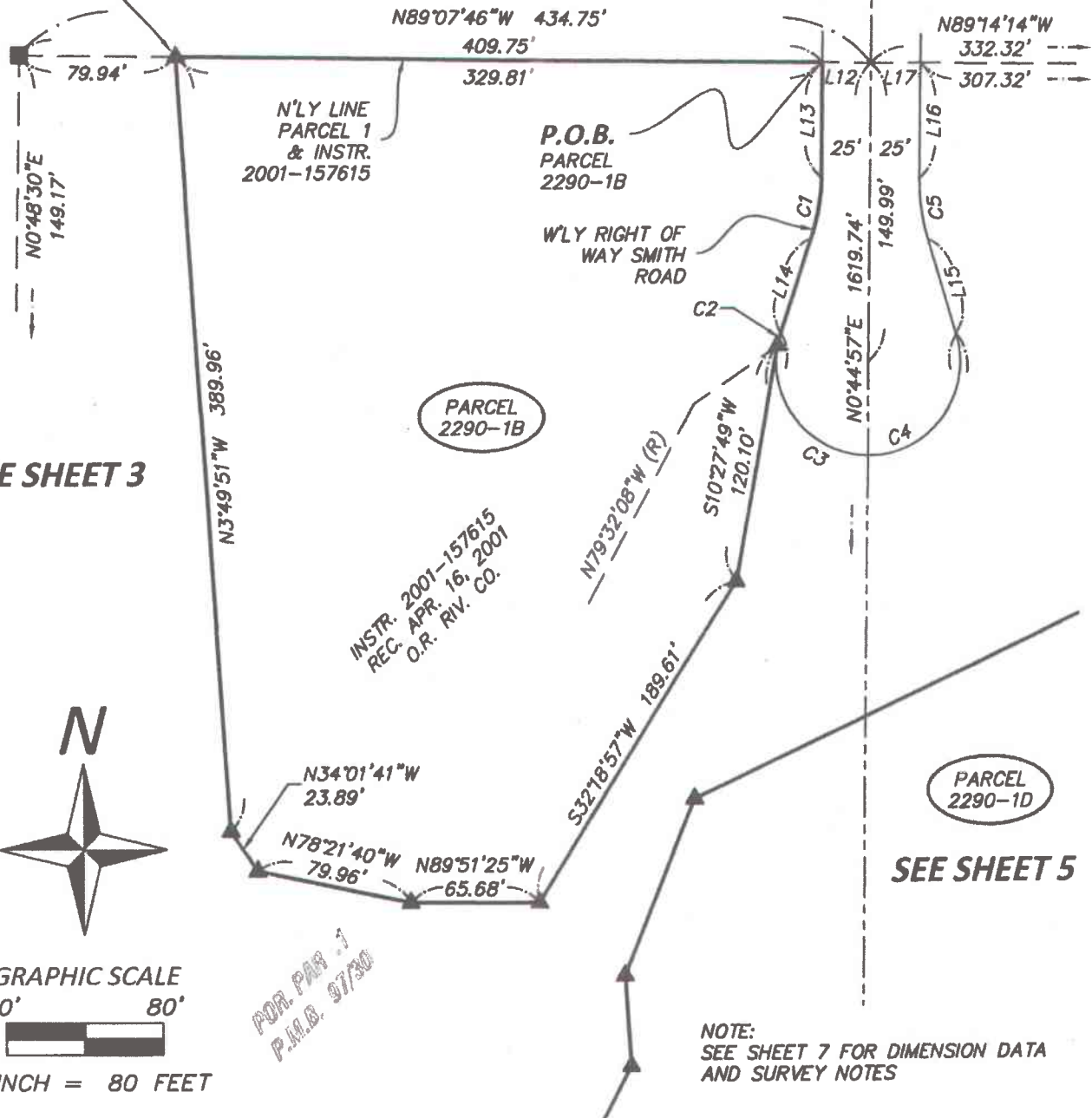
RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
1995 MARKET STREET, RIVERSIDE, CA. 92501

PROJECT NAME:	GAVLAN HILLS BASIN	SCALE 1"=300'	DRAWN BY DAC
RCFC-WCD PARCEL NUMBER(S):	PARCELS 2290-1B, 2290-1C, 2290-1D, AND 2290-1F	DATE 08/20/20	CHECK BY SB
RCFC-WCD PROJECT NUMBER:	2-0-00290	SHEET NO.	1 OF 7

EXHIBIT "B"

**POINT "A"**  
 P.O.C. PAR 2290-1C  
 & SE'LY CORNER  
 PARCEL 2290-7A  
 PER RS 114/4-8

**SMITH ROAD**



SEE SHEET 3

SEE SHEET 5

NOTE:  
 SEE SHEET 7 FOR DIMENSION DATA  
 AND SURVEY NOTES

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

PROJECT NAME:	GAVLAN HILLS BASIN	SCALE 1"=80'	DRAWN BY DAC
RCFC-WCD PARCEL NUMBER(S):	PARCEL 2290-1B	DATE 08/20/20	CHECK BY SB
RCFC-WCD PROJECT NUMBER:	2-0-00290	SHEET NO.	2 OF 7



1 INCH = 220 FEET

**EXHIBIT "B"**

**POINT "A"**  
P.O.C. PAR 2290-1C  
& SE'LY CORNER  
PARCEL 2290-7A  
PER RS 114/4-8

**SEE SHEET 2**

PARCEL 2290-1B

FOR PAR .7  
P.M.B. 97/30

**POINT "B"**  
P.O.C. EASEMENT  
RESERVATION  
& P.O.B. PARCEL  
2290-1D

PARCEL 2290-1D

**SEE SHEET 5**

PARCEL 2290-1C

SEE SHEET 4  
LEFT SIDE  
FOR EASEMENT  
RESERVATION  
DETAIL

SEE SHEET 4  
RIGHT SIDE  
FOR EASEMENT  
RESERVATION  
DETAIL

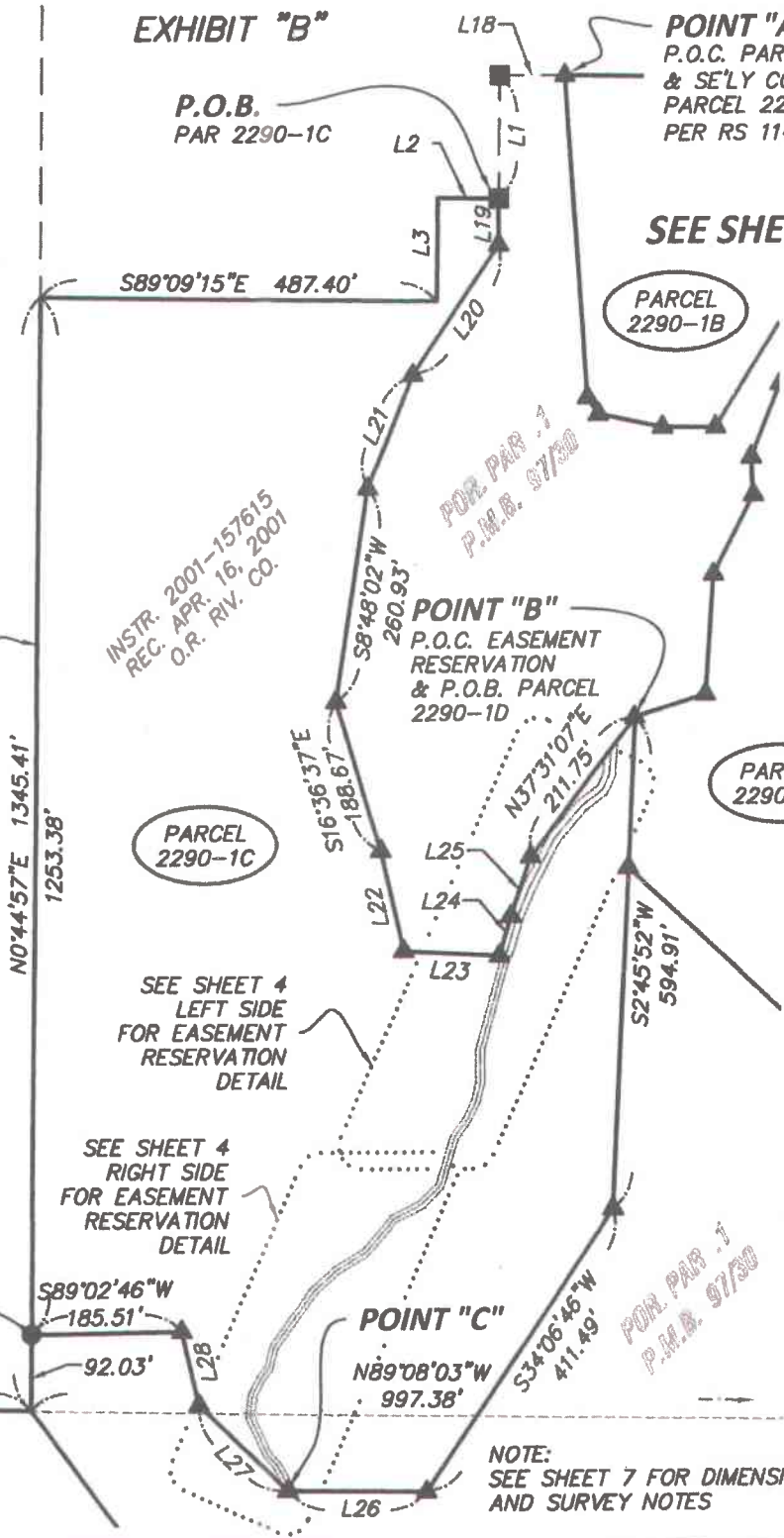
GIN SPIKE WITH  
RCFC&WCD WASHER  
E'LY SIDE OF LARGE  
GRANITE BOULDER

**POINT "C"**

FOR PAR .7  
P.M.B. 97/30

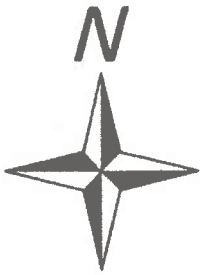
NOTE:  
SEE SHEET 7 FOR DIMENSION DATA  
AND SURVEY NOTES

**SEE SHEET 6**



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

PROJECT NAME:	GAVLAN HILLS BASIN	SCALE 1"=220'	DRAWN BY DAC
RCFC-WCD PARCEL NUMBER(S):	PARCEL 2290-1C	DATE 08/20/20	CHECK BY SB
RCFC-WCD PROJECT NUMBER:	2-0-00290	SHEET NO.	3 OF 7



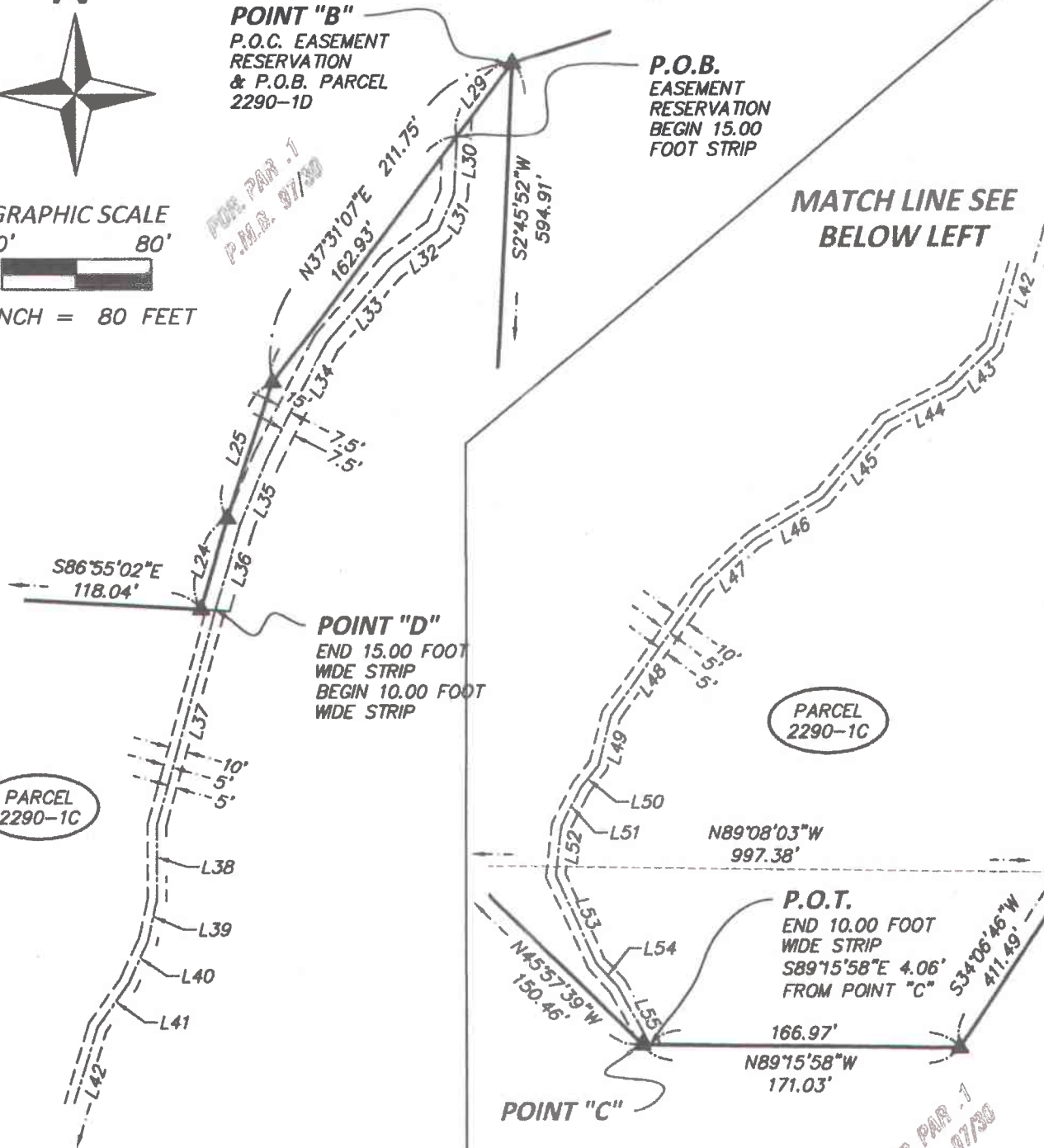
1 INCH = 80 FEET

**EXHIBIT "B"**

**POINT "B"**  
 P.O.C. EASEMENT  
 RESERVATION  
 & P.O.B. PARCEL  
 2290-1D

**P.O.B.**  
 EASEMENT  
 RESERVATION  
 BEGIN 15.00  
 FOOT STRIP

**MATCH LINE SEE  
 BELOW LEFT**



**MATCH LINE SEE  
 ABOVE RIGHT**

NOTE:  
 SEE SHEET 7 FOR DIMENSION DATA  
 AND SURVEY NOTES

FOR PAR. 1  
P.M.S. 97/30

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

PROJECT NAME:	<b>GAVLAN HILLS BASIN</b>	SCALE 1"=80'	DRAWN BY DAC
RCFC-WCD PARCEL NUMBER(S):	<b>EASEMENT RESERVATION OVER PARCEL 2290-1C</b>	DATE 08/20/20	CHECK BY SB
RCFC-WCD PROJECT NUMBER:	<b>2-0-00290</b>	SHEET NO.	4 OF 7



GRAPHIC SCALE



1 INCH = 220 FEET

N'LY LINE  
PARCEL 1  
& INSTR.  
2001-157615

**EXHIBIT "B"**

NE'LY CORNER  
PARCEL 1 &  
OF INSTR.  
2001-157615

SEE SHEET  
**2**

PARCEL  
2290-1B

PARCEL  
2290-1D

PARCEL  
2290-1C

E'LY LINE  
PARCEL 1  
& INSTR.  
2001-157615  
& EAST  
LINE OF  
WEST 20  
ACRES OF  
NE 1/4 OF  
SEC. 13

INSTR. 2001-157615  
REC. APR. 16, 2001  
O.R. RIV. CO.

WEST  
20 ACRES  
OF NE 1/4  
SEC. 13

N-S  
CENTER OF  
SECTION LINE

E'LY LINE  
THE  
WEST 20  
ACRES  
OF NE 1/4  
SEC. 13

CENTER OF  
SEC. 13  
T. 4S,  
R. 5W

SE'LY COR  
WEST 20 ACRES  
OF NE 1/4  
SEC. 13

**POINT "B"**  
P.O.B. PARCEL  
2290-1D  
& P.O.C. EASEMENT  
RESERVATION

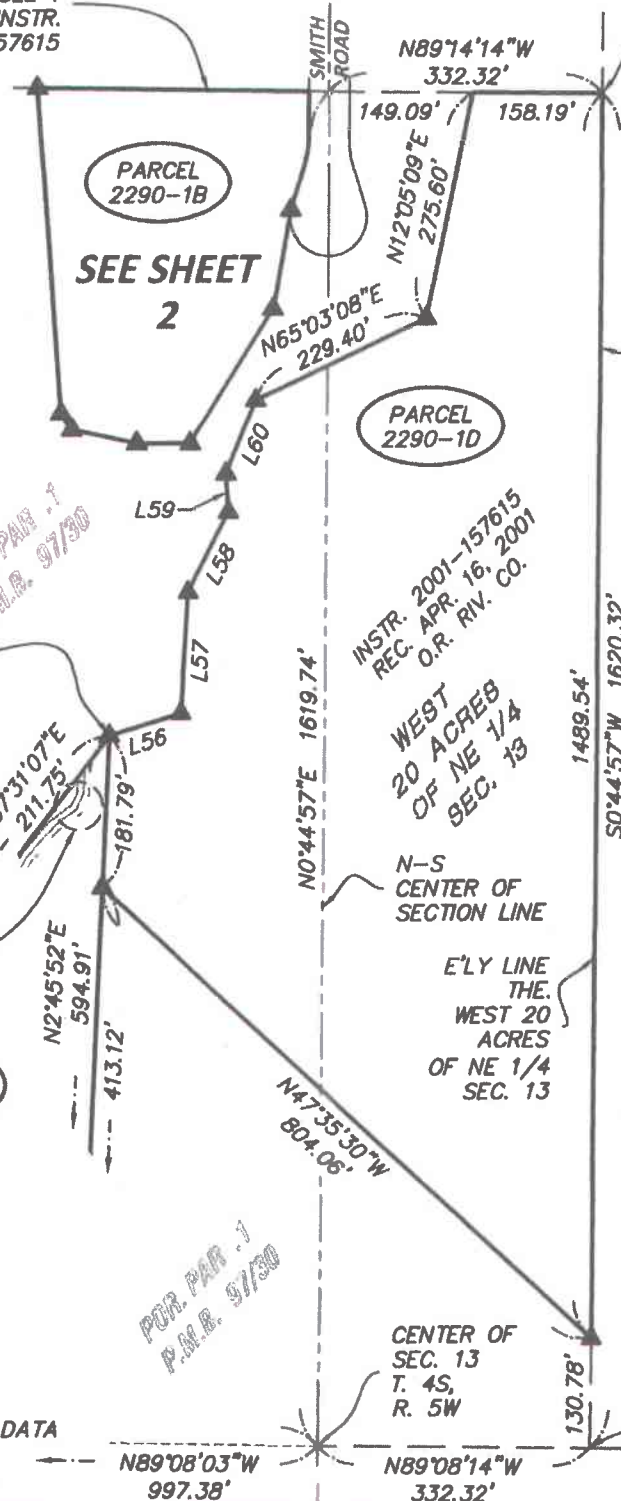
SEE SHEET 4  
FOR RESERVATION  
EASEMENT  
DETAIL

FOR PAR. 1  
P.M.R. 97/30

FOR PAR. 1  
P.M.R. 97/30

SEE SHEET 3

NOTE:  
SEE SHEET 7 FOR DIMENSION DATA  
AND SURVEY NOTES



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

PROJECT NAME:	GAVLAN HILLS BASIN	SCALE	1"=220'	DRAWN BY	DAC
RCFC-WCD PARCEL NUMBER(S):	PARCEL 2290-1D	DATE	08/20/20	CHECK BY	SB
RCFC-WCD PROJECT NUMBER:	2-0-00290	SHEET NO.	5 OF 7		

EXHIBIT "B"



GRAPHIC SCALE



1 INCH = 100 FEET

SEE SHEET 3

W'LY LINE  
PARCEL 1  
& INSTR.  
2001-157615  
& WEST LINE OF  
EAST 60 ACRES  
OF NW 1/4 OF  
SEC. 13

W'LY LINE  
OF INSTR.  
2001-157615

N89°08'03"W  
997.38'

N89°08'03"W 333.73'

P.O.B.  
PARCEL  
2290-1F  
SW'LY COR.  
EAST 60  
ACRES OF  
NW 1/4  
SEC. 13

W'LY LINE  
PARCEL 1  
& INSTR.  
2001-157615

N0°50'09"E 349.64'

310.55'

S36°44'37"E 359.27'

P.O.B. PAR. 1  
P.A.M. 9/7/30

P.O.T.  
PARCEL  
2290-1F

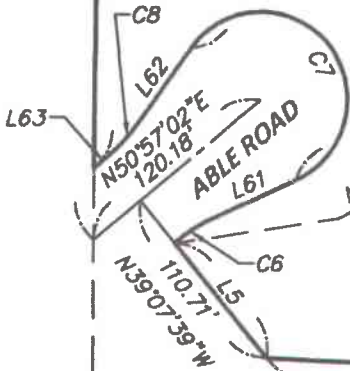
PARCEL  
2290-1F

N89°12'58"W  
778.78'

DN. 0.1'

S'LY  
LINE  
PARCEL 1  
& INSTR.  
2001-157615

N67°02'37"E  
96.84'



N50°57'02"E  
120.18'

N39°07'39"W  
110.71'

N39°02'23"W (R)

N87°04'20"W  
182.62'

NOTE:  
SEE SHEET 7 FOR DIMENSION DATA  
AND SURVEY NOTES

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

PROJECT NAME:	GAVLAN HILLS BASIN	SCALE 1"=100'	DRAWN BY DAC
RCFC-WCD PARCEL NUMBER(S):	PARCEL 2290-1F	DATE 08/20/20	CHECK BY SB
RCFC-WCD PROJECT NUMBER:	2-0-00290	SHEET NO.	6 OF 7

### EXHIBIT "B"

Line Table		
LINE #	DIRECTION	LENGTH
L1	S00°48'30"W	149.17'
L2	S89°11'33"E	75.00'
L3	N00°47'15"E	124.95'
L4	S50°57'02"W	33.54'
L5	N39°07'39"W	80.72'
L6	N87°04'20"W	182.62'
L7	N70°37'10"E	51.78'
L8	N88°33'37"E	100.69'
L9	N86°03'28"W	98.05'
L10	N39°26'04"E	27.84'
L11	N06°10'23"E	96.84'
L12	N89°07'46"W	25.00'
L13	S00°44'57"W	57.94'
L14	S18°20'59"W	50.00'
L15	N16°51'05"W	50.00'
L16	N00°44'57"E	57.88'
L17	N89°14'14"W	24.99'
L18	N89°07'46"W	79.94'
L19	S00°48'30"W	56.41'
L20	S34°10'55"W	188.75'
L21	S22°17'01"W	147.53'
L22	S13°00'30"E	124.27'
L23	S86°55'02"E	118.04'
L24	N16°41'49"E	49.95'
L25	N18°41'01"E	75.91'
L26	N89°15'58"W	171.03'
L27	N45°57'39"W	150.46'
L28	N13°20'15"W	91.16'
L29	S37°31'07"W	48.83'
L30	S02°53'25"W	30.19'

Line Table		
LINE #	DIRECTION	LENGTH
L31	S23°56'20"W	20.69'
L32	S53°17'59"W	31.76'
L33	S41°12'21"W	53.22'
L34	S27°29'14"W	69.07'
L35	S22°26'30"W	36.94'
L36	S16°41'49"W	47.92'
L37	S15°28'14"W	117.29'
L38	S00°00'00"E	39.53'
L39	S13°11'07"W	22.49'
L40	S25°20'17"W	24.31'
L41	S35°43'15"W	28.60'
L42	S17°21'01"W	60.23'
L43	S45°35'08"W	31.53'
L44	S63°19'23"W	39.26'
L45	S40°43'55"W	52.47'
L46	S59°30'08"W	42.73'
L47	S48°09'25"W	37.21'
L48	S36°01'40"W	83.76'
L49	S14°22'05"W	26.88'

Line Table		
LINE #	DIRECTION	LENGTH
L50	S38°40'58"W	14.94'
L51	S27°15'48"W	22.72'
L52	S06°16'58"W	26.59'
L53	S24°45'51"E	50.96'
L54	S42°51'34"E	16.64'
L55	S29°07'36"E	35.50'
L56	N72°46'22"E	91.34'
L57	N04°00'26"E	144.97'
L58	N27°29'05"E	108.26'
L59	N03°40'53"W	45.80'
L60	N22°19'10"E	95.13'
L61	N65°57'41"E	50.00'
L62	N35°56'23"E	50.00'
L63	N50°57'02"E	8.50'

Curve Table			
CURVE #	DELTA	RADIUS	LENGTH
C1	Δ=17°36'02"	99.99'	30.72'
C2	Δ=7°53'07"	47.00'	6.47'
C3	Δ=207°18'57"	47.00'	170.05'
C4	Δ=215°12'04"	47.00'	176.52'
C5	Δ=17°36'02"	99.99'	30.72'
C6	Δ=15°00'04"	99.99'	26.18'
C7	Δ=210°01'18"	48.00'	175.93'
C8	Δ=15°00'39"	99.99'	26.20'

**SURVEY NOTES:**

▲ INDICATES 3/4" IRON PIPE WITH RCFC&WCD TAG

■ INDICATES 3/4" IRON PIPE WITH "V.C. HUNT L.S. 3579" PLUG

● INDICATES GIN SPIKE WITH RCFC&WCD WASHER ON E'LY SIDE OF LARGE BOULDER

## RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET STREET, RIVERSIDE, CA. 92501

PROJECT NAME:	<b>GAVLAN HILLS BASIN</b>	SCALE	N.T.S.	DRAWN BY	DAC
RCFC-WCD PARCEL NUMBER(S):	<b>PARCELS 2290-1B, 2290-1C, 2290-1D, AND 2290-1F</b>	DATE	08/20/20	CHECK BY	SB
RCFC-WCD PROJECT NUMBER:	<b>2-0-00290</b>	SHEET NO.	7 OF 7		



**EXHIBIT "B"**

**Grant Deed**

[Attached]

Recorded at request of and return to:

Western Riverside County Regional  
Conservation Authority  
3403 Tenth Street, Suite 320  
Riverside, California 92501

Attn: Executive Director

With a copy to:

Riverside County Flood Control  
and Water Conservation District

1955 Market Street

Riverside, CA 92501

Attn: Yolanda King

FREE RECORDING

This instrument is for the benefit of the  
Western Riverside County Regional  
Conservation Authority and is entitled to be  
recorded without fee. (Gov. Code, § 27383)

(Space above this line reserved for Recorder's use)

**GRANT DEED**

Project: Gavilan Hills Debris Basin  
Project No. 2-0-00290  
APN: 287-170-009 (portions)  
RCFC Parcel Nos. 2290-1B, 2290-1C,  
2290-1D, 2290-1F

**PROJECT: MULTIPLE SPECIES HABITAT CONSERVATION PLAN**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a  
body politic, herein called "**Grantor**", hereby GRANTS to **WESTERN RIVERSIDE COUNTY  
REGIONAL CONSERVATION AUTHORITY, a public agency and joint powers authority**  
 ("**Grantee**"), the real property in the County of Riverside, State of California, described as: See  
Exhibit "A" attached hereto and made a part hereof

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of the \_\_\_ day of  
\_\_\_\_\_, 2021.

\_\_\_\_\_  
KAREN SPIEGEL, Chair, Riverside County  
Flood Control and Water Conservation  
District Board of Supervisors

ATTACH NOTARY ACKNOWLEDGEMENT

**EXHIBIT "C"**

**Access and Use Easement Agreement**

[Attached]

236167

RECORDED AT THE REQUEST OF  
AND WHEN RECORDED RETURN TO:

Western Riverside County  
Regional Conservation Authority  
3403 Tenth Street, Suite 320  
P.O. Box 1667  
Riverside CA 92502-1667  
Attn: Executive Director

(Exempt from Filing Fees – Government Code §§ 6103 & 27383)

---

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ACCESS AND USE EASEMENT AGREEMENT

between

WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY

and

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

**ACCESS AND USE EASEMENT AGREEMENT**

This ACCESS EASEMENT AGREEMENT ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between the WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY, a public agency and a joint powers authority ("RCA"), and the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic ("District"). RCA and District are sometimes hereinafter individually referred to as "Party" or collectively referred to as "Parties." This Agreement is made with reference to the following facts:

RECITALS

A. Pursuant to the certain Conveyance Agreement between the Parties, RCA is the owner of certain real property commonly known as Gavilan Hills, located in the unincorporated area of Riverside County, California and more particularly described in Exhibit "1," attached hereto and incorporated herein by this reference (the "RCA Gavilan Hills Property").

B. District is the owner of other certain real property commonly known as Gavilan Hills, located in the unincorporated area of Riverside County, California (the "District Gavilan Hills Property").

C. The RCA Gavilan Hills Property is adjacent to the District Gavilan Hills Property and are herein after collectively referred to as the "Properties".

D. In order to facilitate RCA's ingress to and egress from RCA Gavilan Hills Property, the Parties desire to establish an access and use easement over District Gavilan Hills Property on the terms and conditions set forth below. This Agreement and the covenants, easements and restrictions contained herein, will attach to and run with the Properties and shall be for the benefit of and shall be limitations upon all future owners and occupants thereof.

NOW, THEREFORE, in consideration of the mutual covenants, restrictions and conditions contained herein and for adequate consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. Access and Use Easement. District hereby grants to RCA, for the benefit of the RCA Gavilan Hills Property, a non-exclusive easement ("Access and Use Easement") for pedestrian and vehicular access, ingress and egress by RCA, and their tenants, subtenants, licensees and concessionaires and any of their respective employees, agents, contractors, customers, invitees and guests over those paved or unpaved portions of the District Gavilan Hills Property as described in Exhibit "2" and depicted on Exhibit "3" which are intended for such purposes. Such access areas exclude areas not located on paths, trails, roads or other types of areas not intended to be used for travel, such as conservation areas or flood control structures and similar areas. RCA shall comply with all applicable laws, ordinances and regulations, including but not limited to all applicable regulatory, environmental and safety requirements at RCA's sole cost and expense. The District may relocate the Access and Use Easement if in the opinion of the District, it unreasonably interferes with the present or future use by District of District's Gavilan Hills Property.

2. No Obstruction. No walls, fences or barriers of any kind will be constructed or maintained within the access areas of the District Gavilan Hills Property in any manner which would impair free access and movement of pedestrian and vehicular traffic through the District Gavilan Hills Property to the RCA Gavilan Hills Property; provided, however, that the Parties may install walls, fences or other barriers of any kind within the access areas of the District Gavilan Hills Property as long as the Parties coordinate with each other to allow for an independent locking device or another security feature to allow passage through gates, if any. RCA and District shall take such steps as may be necessary to insure their employees, tenants, lessees and invitees comply with the provisions of this Section 2. Notwithstanding the foregoing, this Access and Use Easement may be subject to such reasonable traffic controls as may be agreed upon by RCA and the District, if necessary.

3. Permitted Parties. This Access and Use Easement may be used by and for the benefit of RCA, and its successors, assigns, tenants, subtenants, employees, agents, contractors, customers, visitors, licensees, invitees, and guests, and such service and emergency vehicles and personnel as may be necessary and appropriate, all in connection with the lawful use of the Properties and the activities conducted thereon. RCA shall not materially interfere with the use by and operation and activities of District on District Gavilan Hills Property.

4. Maintenance and Repair. RCA shall maintain the Access and Use Easement area located on the District Gavilan Hills Property and shall repair such area to the extent necessary to maintain the condition of the Access and Use Easement for its intended purpose. RCA shall be responsible for any damage to the Access and Use Easement area resulting from RCA's exercise of the rights granted herein, including but not limited to soil erosion, subsidence or damage resulting therefrom. District shall not be responsible for the maintenance and repair of the Access and Use Easement area, unless the need for such maintenance or repair was caused by the District's negligence.

5. Indemnification. This grant of easement is made on the express condition that the District is to be free from all liability by reason of injury or death to persons or injury to property from whatever cause arising out of Grantee's, its contractor', agents, officers', members', employees', invitees', or licensees' exercise or rights granted pursuant to this Agreement or use of the Access and Use Easement or of the personal property of RCA located thereon, including any liability for injury or death to the person or property of RCA it contractors, agents, officers, members, employees, invitees, or licensees or to any property under the control or custody of RCA. RCA hereby covenants and agrees to defend and indemnify Grantor, its officers, employees, agents, students, invitees and guests and save them harmless from any and all liability, loss, costs, or obligations on account of, or arising out of, any such injury or losses caused or claimed to be caused by the exercise of the rights granted pursuant to this Agreement or the Access and Use Easement area by RCA, however occurring, other than those caused solely by the willful or negligent acts or omissions of the District.

6. Modification, Cancellation. This Agreement may be modified or canceled only by the written consent of the Parties, which consents shall not be unreasonably withheld.

7. Breach. In the event of breach or threatened breach of this Agreement, either Party shall be entitled to institute proceedings for full and adequate relief from the consequences of said breach. The unsuccessful Party in any action shall pay to the prevailing Party a reasonable sum

for attorneys' fees and costs, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

8. Remedies for Default; Waiver. If either Party shall, during the term of this Agreement, default in the full, faithful and punctual performance of any obligation required hereunder and if at the end of thirty (30) days after written notice from the Party of the other Property, stating with particularity the nature and extent of such default, the defaulting Party has failed to cure such default, and if a diligent effort is not then being made to cure such default, then the Party of the other Property shall, in addition to all other remedies it may have at law or in equity, have the right to perform such obligation of this Agreement on behalf of such defaulting Party and be reimbursed by such defaulting Party for the cost thereof. The failure of the Parties of the Properties subject to this Agreement to insist in any one or more cases upon the strict performance of any of the promises, covenants, conditions, restrictions or agreements herein, shall not be construed as a waiver or relinquishment of any future breach of the same or other provisions hereof.

9. Mutuality; Reciprocity; Runs with Land. This Agreement (i) is made for the direct benefit of the RCA Gavilan Hills Property; (ii) shall create rights and obligations between the respective Parties and their successors and assigns; (iii) shall, as to the District Gavilan Hills Property, operate as covenants running with the land for the benefit of the RCA Gavilan Hills Property; and (iv) shall be binding upon, and inure to the benefit of, each Party and any person having or acquiring any right, title, or interest in or to any portion of the Properties, whether by operation of law or any manner whatsoever. All provisions of this Agreement are intended to be covenants running with the land pursuant to Section 1468 of the Civil Code of the State of California.

10. Amendment. This Agreement may be modified by an amendment recorded in the office of the Riverside County Recorder, properly executed and acknowledged by all Parties.

11. Constructive Notice and Acceptance. Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Properties shall be conclusively deemed to have consented and agreed to be subject to each of these restrictions, whether or not any reference to this Agreement is contained in the instrument by which such person acquired such right, title or interest.

12. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

13. Rights of Successors. This Agreement shall bind and inure to the benefit of the Parties hereto, their respective heirs, personal representatives, tenants, successors and/or assigns. The singular number includes the plural and any gender includes all other genders.

14. Paragraph Headings. The paragraph headings herein contained are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of this document nor in any way affect the terms and provisions hereof.

15. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Properties to the general public or for the general public or for any public purposes whatsoever, it being the intention of the Parties hereto that this Agreement shall

be strictly limited to and for the purposes herein expressed. The right of the public or any person to make any use whatsoever of the Properties herein affected, or any portion thereof (other than any use expressly allowed by a written or recorded map, agreement, deed or dedication) is by permission, and subject to the control of the owner.

16. Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall be deemed one original.

17. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof.

18. Incorporation of Recitals. The recitals set forth above are material and by this reference are incorporated herein and made a part this Agreement.

19. Incorporation of Exhibits. The exhibits attached hereto and referenced herein are material and by this reference are incorporated herein and made a part of this Agreement.

[Signatures on following page]



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

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

By: \_\_\_\_\_  
KAREN SPIEGEL, Chair  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**  
GREGORY P. PRIAMOS  
County Counsel

**ATTEST:**  
KECIA HARPER  
Clerk of the Board

By: \_\_\_\_\_  
WESLEY W. STANFIELD  
Deputy County Counsel

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**RCA: WESTERN RIVERSIDE COUNTY  
REGIONAL CONSERVATION AUTHORITY**

By: \_\_\_\_\_  
Anne Mayer, Executive Director

Date: \_\_\_\_\_

*Approved as to Form:*

By: \_\_\_\_\_  
Best Best & Krieger LLP  
RCA General Counsel

[ATTACH NOTARY ACKNOWLEDGEMENT]

Recorded at request of and return to:

Western Riverside County Regional  
Conservation Authority  
3403 Tenth Street, Suite 320  
Riverside, California 92501

Attn: Executive Director

With a copy to:

Riverside County Flood Control  
and Water Conservation District

1955 Market Street

Riverside, CA 92501

Attn: Yolanda King

FREE RECORDING

This instrument is for the benefit of the  
Western Riverside County Regional  
Conservation Authority and is entitled to be  
recorded without fee. (Gov. Code, § 27383)

(Space above this line reserved for Recorder's use)

**GRANT DEED**

Project: Gavilan Hills Debris Basin  
Project No. 2-0-00290  
APN: 287-170-009 (portions)  
RCFC Parcel Nos. 2290-1B, 2290-1C,  
2290-1D, 2290-1F

PROJECT: MULTIPLE SPECIES HABITAT CONSERVATION PLAN

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic, herein called "**Grantor**", hereby GRANTS to **WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY, a public agency and joint powers authority ("Grantee")**, the real property in the County of Riverside, State of California, described as: See Exhibits "A" and "B" attached hereto and made a part hereof

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of the 9<sup>th</sup> day of February, 2021.



KAREN SPIEGEL, Chair, Riverside County  
Flood Control and Water Conservation  
District Board of Supervisors

ATTACH NOTARY ACKNOWLEDGEMENT

26493.00413\32924937.6

FEB 09 2021 11:4

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the real property conveyed by **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**, on the Grant Deed dated \_\_\_\_\_, 2021, to the **WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY** (Grantee), is hereby accepted by the undersigned officer on behalf of the Grantee, pursuant to authority conferred by Ordinance No. 08-01, as adopted by the Board of Directors on July 7, 2008, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_

GRANTEE:

WESTERN RIVERSIDE COUNTY  
REGIONAL CONSERVATION  
AUTHORITY, A public agency and a joint  
powers authority

By: \_\_\_\_\_  
ANNE MAYER, Executive Director

Project: Gavilan Hills Debris Basin  
Project No. 2-0-00290  
APN: 287-170-009 (portions)  
RCFC Parcel Nos. 2290-1B, 2290-1C,  
2290-1D, 2290-1F

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

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

}  
§  
}

On February 9, 2021, before me, Priscilla Rasso, Board Assistant, personally appeared Karen Spiegel, Chair of the Board of Supervisors of the Flood Control and Water Conservation District, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument; and that a copy of this paper, document or instrument has been delivered to the chairperson.

I certify under the penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Kecia Harper  
Clerk of the Board of Directors

By:   
Deputy Clerk

(SEAL)

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

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**Gavilan Hills Basin**

APN: 287-170-009

In the Unincorporated Area of the County of Riverside, State of California, being those portions of Parcel 1, Parcel Map No. 16808, filed in book 97, page 30 of Parcel Maps, records of said county, and lying within Section 13, Township 4 South, Range 5 West of the Sectionalized Rancho El Sobrante de San Jacinto described as follows:

**(Parcel 2290-1B)**

**Beginning** at the intersection of the northerly line of said Parcel 1 with the westerly Right of Way of Smith Road as shown on said Parcel Map 16808;

Thence along said westerly Right of Way the following four (4) courses:

- 1) South  $00^{\circ}44'57''$  West 57.94 feet to the beginning of a concave curve westerly having a radius of 99.99 feet;
- 2) Southerly 30.72 feet along said curve through a central angle of  $17^{\circ}36'02''$ ;
- 3) South  $18^{\circ}20'59''$  West 50.00 feet to the beginning of a curve concave northeasterly having a radius of 47.00 feet;
- 4) Southerly 6.47 feet along said curve through a central angle of  $07^{\circ}53'07''$  to a point being monumented by a  $\frac{3}{4}$  Inch Iron Pipe with RCFC&WCD tag, a radial line to said point bears North  $79^{\circ}32'08''$  West;

Thence the following five (5) courses each being monumented by a  $\frac{3}{4}$  Inch Iron Pipe with RCFC&WCD tag:

- 1) South  $10^{\circ}27'49''$  West 120.10 feet
- 2) South  $32^{\circ}18'57''$  West 189.61 feet
- 3) North  $89^{\circ}51'25''$  West 65.68 feet
- 4) North  $78^{\circ}21'40''$  West 79.96 feet
- 5) North  $34^{\circ}01'41''$  West 23.89 feet

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

Thence North 03°49'51" West 389.96 feet to the southeasterly corner of Parcel 2290-7A monumented by a ¾ Inch Iron Pipe with RCFC&WCD tag as shown on Record of Survey filed in book 114, pages 4 through 8, inclusive, official records of said county, said point being known as **Point "A"**;

Thence South 89°07'46" East 329.81 feet along said northerly line to the **Point of Beginning**.

Containing 112,133 square feet / 2.574 acres more or less

**(Parcel 2290-1C)**

**Commencing at said Point "A"**;

Thence along the boundary of said Parcel 1 the following two (2) courses:

- 1) North 89°07'46" West 79.94 feet along said northerly line to an angle point in said Parcel 1 being monumented by a ¾ Inch Iron Pipe with V.C. Hunt L.S. 3579 Plug;
- 2) South 00°48'30" West 149.17 feet to an angle point in said Parcel being the **Point of Beginning**, said point being monumented by a ¾ Inch Iron Pipe with V.C. Hunt L.S. 3579 Plug;

Thence the following fifteen (15) courses each being monumented by a ¾ Inch Iron Pipe with RCFC&WCD tag:

- 1) Continuing South 00°48'30" West 56.41 feet
- 2) South 34°10'55" West 188.75 feet
- 3) South 22°17'01" West 147.53 feet
- 4) South 08°48'02" West 260.93 feet
- 5) South 16°36'37" East 188.67 feet
- 6) South 13°00'30" East 124.27 feet
- 7) South 86°55'02" East 118.04 feet
- 8) North 16°41'49" East 49.95 feet
- 9) North 18°41'01" East 75.91 feet
- 10) North 37°31'07" East 211.75 feet being **Point "B"**

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

- 11) South 02°45'52" West 594.91 feet
- 12) South 34°06'46" West 411.49 feet
- 13) North 89°15'58" West 171.03 feet being **Point "C"**
- 14) North 45°57'39" West 150.46 feet
- 15) North 13°20'15" West 91.16 feet

Thence South 89°02'46" West 185.51 feet to the westerly line of said Parcel 1 being monumented by a Gin Spike with RCFC&WCD Washer set on the easterly side of a large granite boulder;

Thence along the boundary of said Parcel 1 the following four (4) courses:

- 1) North 00°44'57" East 1253.38 feet along said westerly line to an angle point in said Parcel 1
- 2) South 89°09'15" East 487.40 feet to an angle point in said Parcel 1
- 3) North 00°47'15" East 124.95 feet
- 4) South 89°11'33" East 75.00 feet to the **Point of Beginning**.

Containing 745,960 square feet / 17.125 acres more or less

Reserving therefrom a strip of land of variable width, the centerline of which is described as follows:

Commencing at said **Point "B"**;

Thence South 37°31'07" West 48.83 feet to the **Point of Beginning** of a 15.00 foot wide strip of land, lying 7.50 feet on each side of the following described centerline;

Thence South 02°53'25" West 30.19 feet;

Thence South 23°56'20" West 20.69 feet;

Thence South 53°17'59" West 31.76 feet;

Thence South 41°12'21" West 53.22 feet;

Thence South 27°29'14" West 69.07 feet;

Thence South 22°26'30" West 36.94 feet

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

Thence South 16°41'49" West 47.92 feet to **Point "D"** being at a point of intersection with a line bearing South 86°55'02" East, being the end of said 15.00 foot strip and the beginning of a 10.00 foot wide strip, lying 5.00 feet on each side of the following described centerline;

Thence South 15°28'14" West 117.29 feet

Thence SOUTH 39.53 feet

Thence South 13°11'07" West 22.49 feet

Thence South 25°20'17" West 24.31 feet

Thence South 35°43'15" West 28.60 feet

Thence South 17°21'01" West 60.23 feet

Thence South 45°35'08" West 31.53 feet

Thence South 63°19'23" West 39.26 feet

Thence South 40°43'55" West 52.47 feet

Thence South 59°30'08" West 42.73 feet

Thence South 48°09'25" West 37.21 feet

Thence South 36°01'40" West 83.76 feet

Thence South 14°22'05" West 26.88 feet

Thence South 38°40'58" West 14.94 feet

Thence South 27°15'48" West 22.72 feet

Thence South 06°16'58" West 26.59 feet

Thence South 24°45'51" East 50.96 feet

Thence South 42°51'34" East 16.64 feet

Thence South 29°07'36" East 35.50 feet to the line cited as being North 89°15'58" West 171.03 feet being the **Point of Terminus**, said point being distant therefrom South 89°15'58" East 4.06 feet along said line from said **Point "C"**



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

The sidelines of said 15.00 foot strip are to be continued or shortened so as to terminate in the north in the northerly line of the described Parcel 2290-1C and in the south in a line which bears South 86°55'02" East through said **Point "D"**, and the sidelines of said 10.00 strip are to be continued or shortened so as to terminate in the north in said line which bears South 86°55'02" East, and in the south in the southerly lines of the described Parcel 2290-1C.

The described variable width strip of land contains 12,080 square feet / 0.277 acres more or less.

**(Parcel 2290-1D)**

**Beginning at said Point "B"**

Thence the following six (6) courses each being monumented by a ¾ Inch Iron Pipe with RCFC&WCD tag:

- 1) North 72°46'22" East 91.34 feet
- 2) North 04°00'26" East 144.97 feet
- 3) North 27°29'05" East 108.26 feet
- 4) North 03°40'53" West 45.80 feet
- 5) North 22°19'10" East 95.13 feet
- 6) North 65°03'08" East 229.40 feet

Thence North 12°05'09" East 275.60 feet to the northerly line of said Parcel 1;

Thence South 89°14'14" East 158.19 feet along said northerly line to the northeasterly corner of said Parcel 1;

Thence South 00°44'57" West 1489.54 feet along the easterly line of said Parcel 1, said point being monumented by a ¾ Inch Iron Pipe with RCFC&WCD tag;

Thence North 47°35'30" West 804.06 feet, said point being monumented by a ¾ Inch Iron Pipe with RCFC&WCD tag;

Thence North 02°45'52" East 181.79 feet to the **Point of Beginning**.

Containing 544,131 square feet / 12.492 acres more or less.

RIVERSIDE COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT

(Parcel 2290-1F)

All that portion of said Parcel 1 lying westerly and southerly of the following described line:

**Beginning** at the southwesterly corner of the east 60 acres of the Northwest Quarter of said section;

Thence South 36°44'37" East 359.27 feet to an angle point in the southerly line of said Parcel 1  
monumented by a ¾ Inch Iron Pipe with RCFC&WCD tag, said point being the **Point of  
Terminus**.

Containing 178,094 square feet / 4.088 acres more or less

Excepting therefrom all that portion which lies within the Right of Way of Able Road as shown  
on said Parcel Map No. 16808.

The distances shown herein are in grid. Ground distances may be obtained by dividing the grid  
distance by a combination factor of 0.99991770.

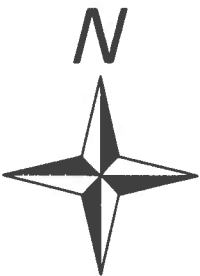
See Exhibit "B" attached hereto and made a part hereof.



  
JAMES R. McNEILL

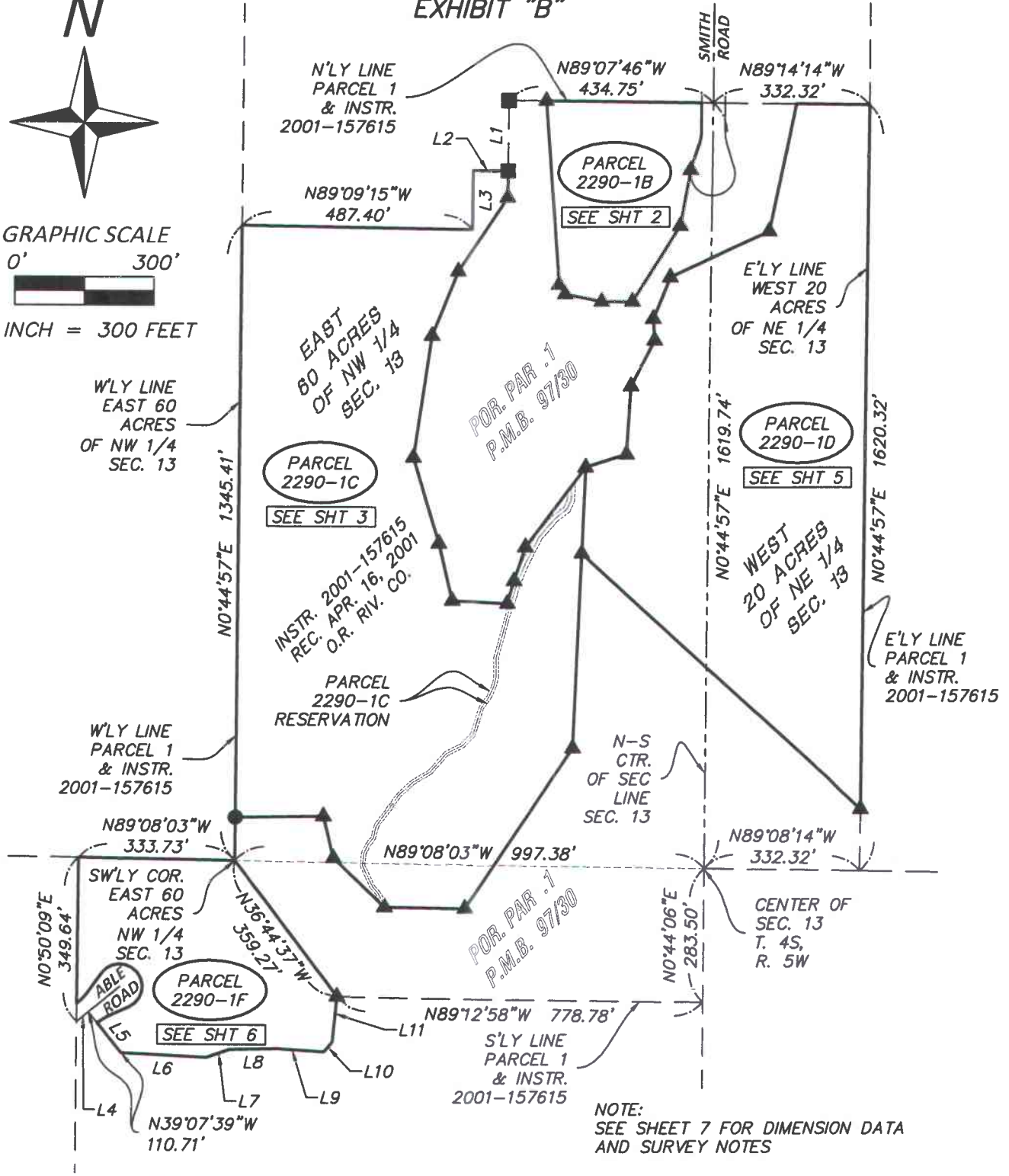
Land Surveyor No. 7752

Date: 8/27/2020



GRAPHIC SCALE  
0' 300'  
1 INCH = 300 FEET

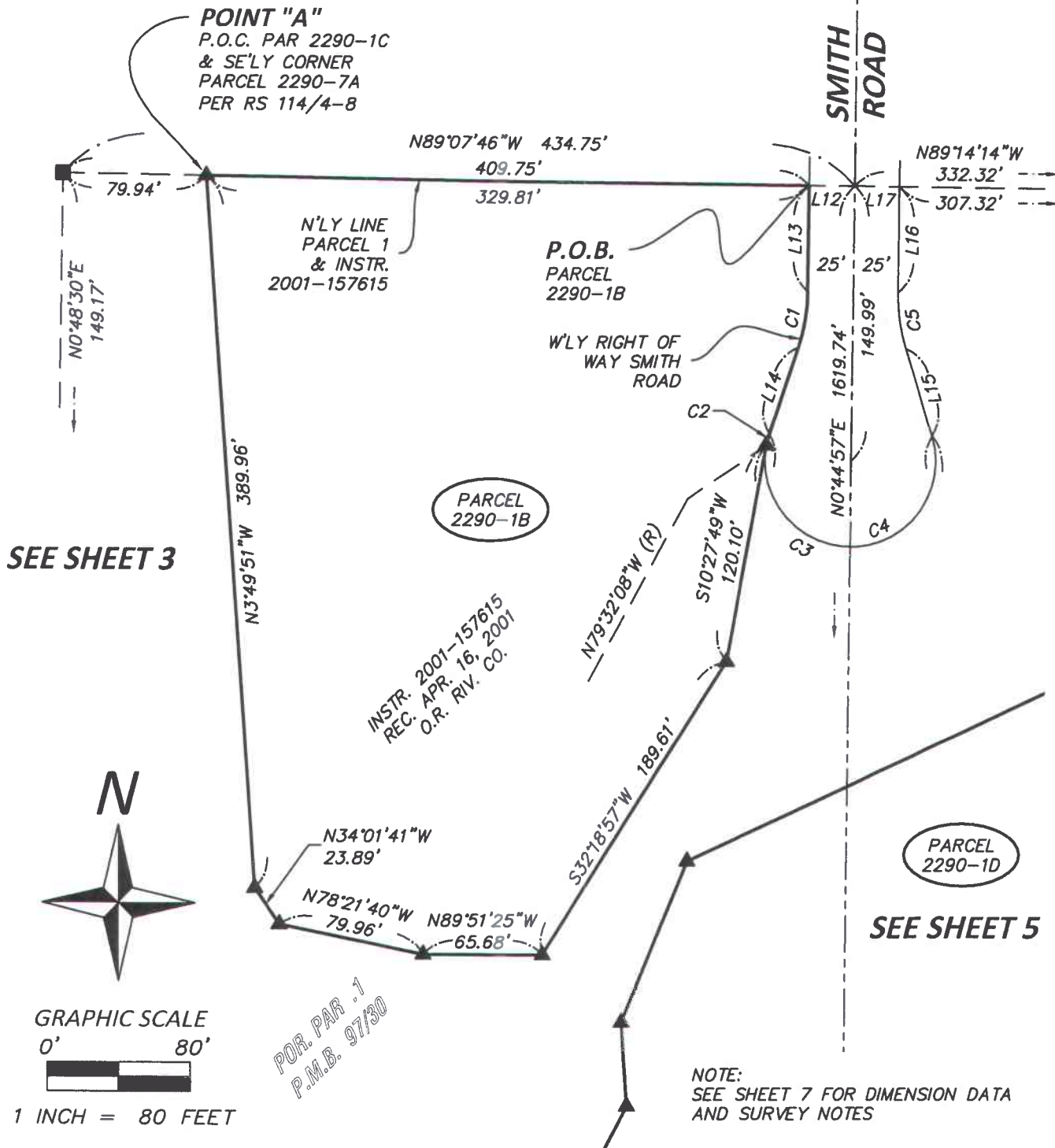
EXHIBIT "B"



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

PROJECT NAME:	GAVLAN HILLS BASIN	SCALE 1"=300'	DRAWN BY DAC
RCFC-WCD PARCEL NUMBER(S):	PARCELS 2290-1B, 2290-1C, 2290-1D, AND 2290-1F	DATE 08/20/20	CHECK BY SB
RCFC-WCD PROJECT NUMBER:	2-0-00290	SHEET NO.	1 OF 7

EXHIBIT "B"



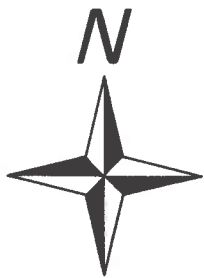
GRAPHIC SCALE



1 INCH = 80 FEET

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

PROJECT NAME:	GAVLAN HILLS BASIN	SCALE 1"=80'	DRAWN BY DAC
RCFC-WCD PARCEL NUMBER(S):	PARCEL 2290-1B	DATE 08/20/20	CHECK BY SB
RCFC-WCD PROJECT NUMBER:	2-0-00290	SHEET NO.	2 OF 7

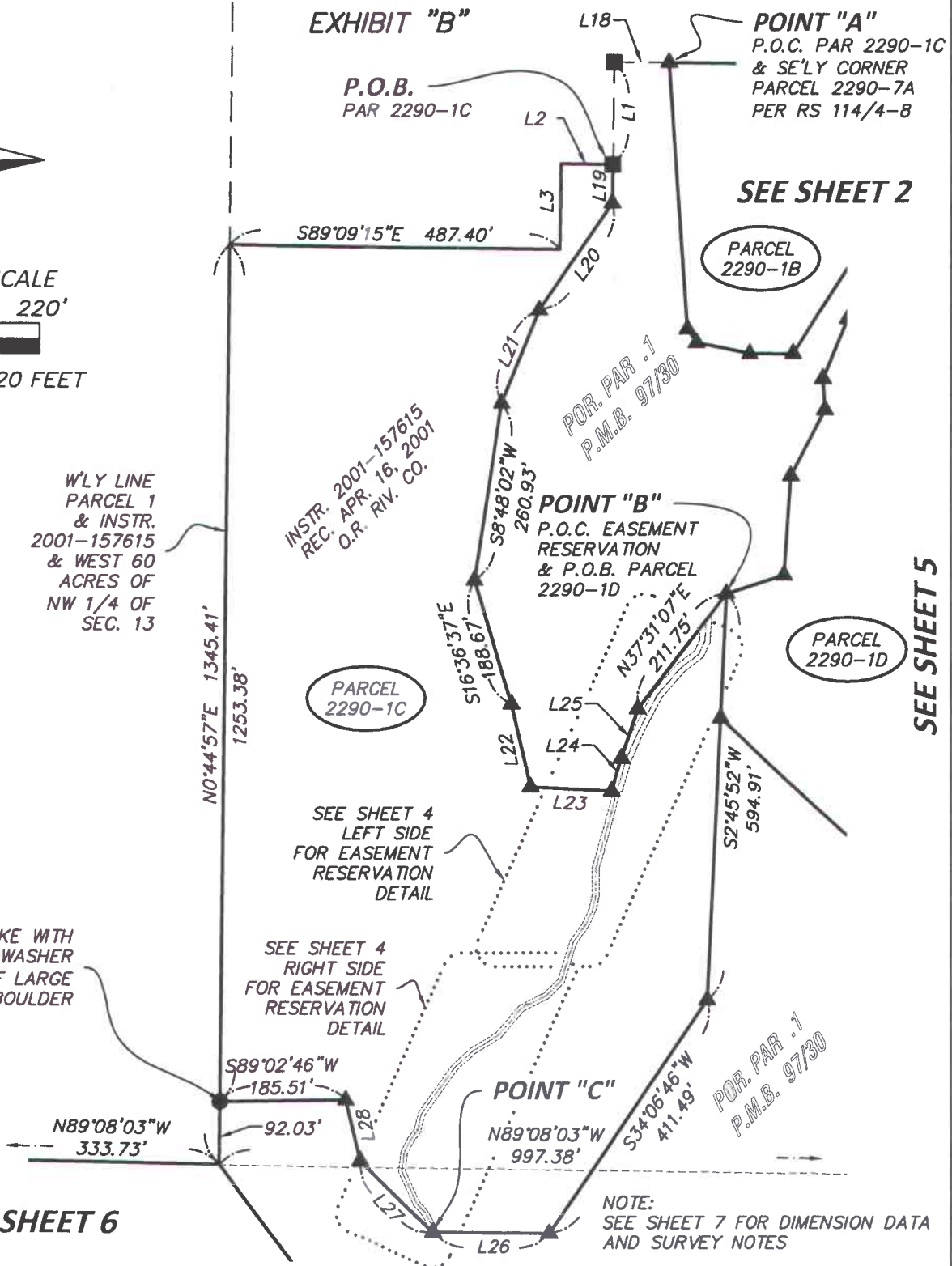


GRAPHIC SCALE  
0' 220'



1 INCH = 220 FEET

**EXHIBIT "B"**



**POINT "A"**  
P.O.C. PAR 2290-1C  
& SE'LY CORNER  
PARCEL 2290-7A  
PER RS 114/4-8

**SEE SHEET 2**

PARCEL 2290-1B

**POINT "B"**  
P.O.C. EASEMENT  
RESERVATION  
& P.O.B. PARCEL  
2290-1D

PARCEL 2290-1D

**SEE SHEET 5**

INSTR. 2001-157615  
REC. APR. 16, 2001  
O.R. RIV. CO.

PARCEL 2290-1C

SEE SHEET 4  
LEFT SIDE  
FOR EASEMENT  
RESERVATION  
DETAIL

SEE SHEET 4  
RIGHT SIDE  
FOR EASEMENT  
RESERVATION  
DETAIL

GIN SPIKE WITH  
RCFC&WCD WASHER  
E'LY SIDE OF LARGE  
GRANITE BOULDER

**SEE SHEET 6**

**POINT "C"**

POR. PAR .1  
P.M.B. 97/30

NOTE:  
SEE SHEET 7 FOR DIMENSION DATA  
AND SURVEY NOTES

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

PROJECT NAME:	<b>GAVLAN HILLS BASIN</b>	SCALE 1"=220'	DRAWN BY DAC
RCFC-WCD PARCEL NUMBER(S):	<b>PARCEL 2290-1C</b>	DATE 08/20/20	CHECK BY SB
RCFC-WCD PROJECT NUMBER:	<b>2-0-00290</b>	SHEET NO.	3 OF 7



GRAPHIC SCALE



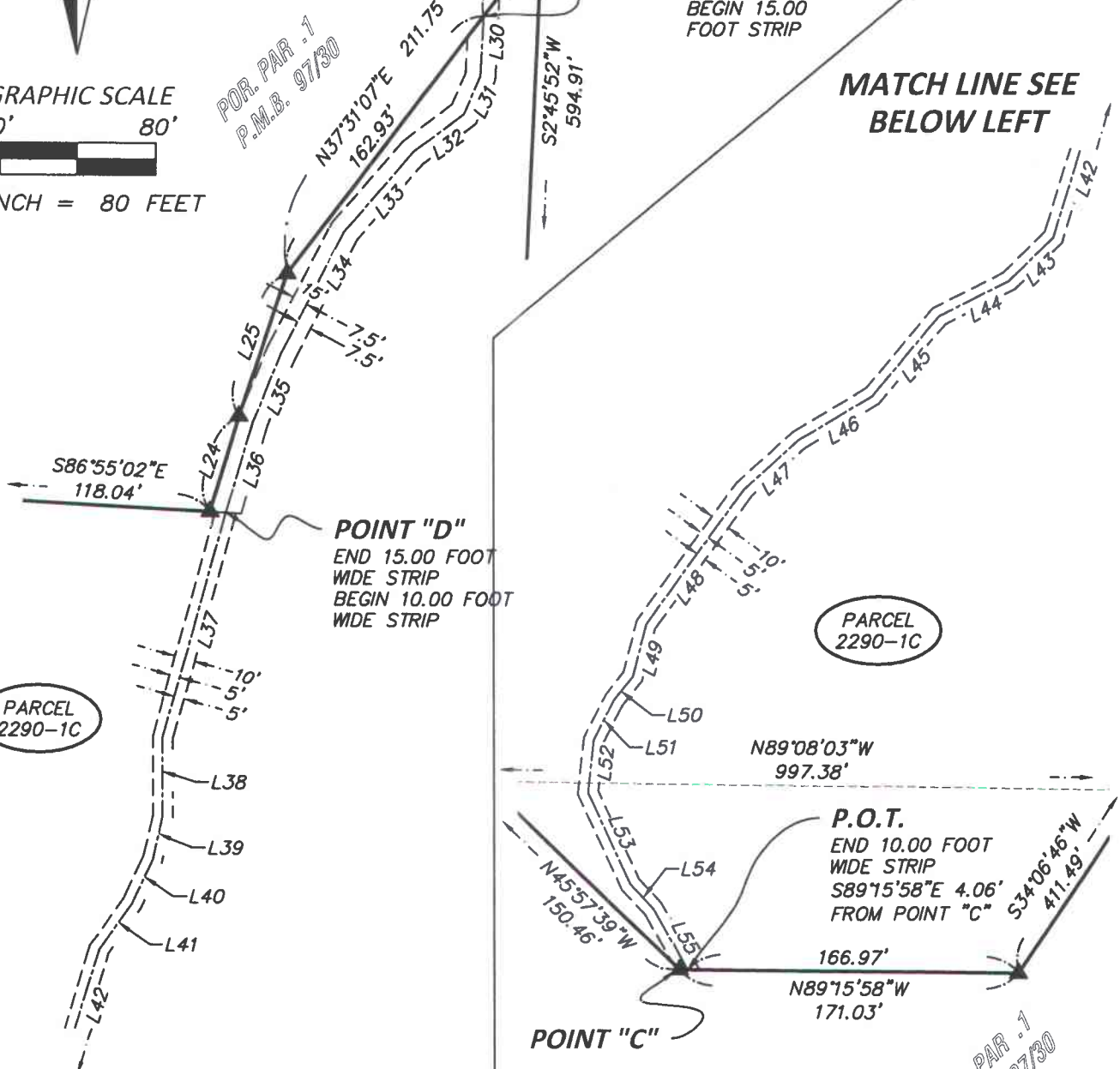
1 INCH = 80 FEET

**EXHIBIT "B"**

**POINT "B"**  
P.O.C. EASEMENT  
RESERVATION  
& P.O.B. PARCEL  
2290-1D

**P.O.B.**  
EASEMENT  
RESERVATION  
BEGIN 15.00  
FOOT STRIP

**MATCH LINE SEE  
BELOW LEFT**



**MATCH LINE SEE  
ABOVE RIGHT**

**POINT "C"**

PARCEL  
2290-1C

PARCEL  
2290-1C

*POR. PAR. 1  
P.M.B. 97/30*

NOTE:  
SEE SHEET 7 FOR DIMENSION DATA  
AND SURVEY NOTES

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

PROJECT NAME:	<b>GAVLAN HILLS BASIN</b>	SCALE 1"=80'	DRAWN BY DAC
RCFC-WCD PARCEL NUMBER(S):	<b>EASEMENT RESERVATION OVER PARCEL 2290-1C</b>	DATE 08/20/20	CHECK BY SB
RCFC-WCD PROJECT NUMBER:	<b>2-0-00290</b>	SHEET NO.	4 OF 7



GRAPHIC SCALE



1 INCH = 220 FEET

N'LY LINE  
PARCEL 1  
& INSTR.  
2001-157615

**EXHIBIT "B"**

NE'LY CORNER  
PARCEL 1 &  
OF INSTR.  
2001-157615

PARCEL  
2290-1B

SEE SHEET  
2

PARCEL  
2290-1D

E'LY LINE  
PARCEL 1  
& INSTR.  
2001-157615  
& EAST  
LINE OF  
WEST 20  
ACRES OF  
NE 1/4 OF  
SEC. 13

POR. PAR. .1  
P.M.B. 97/30

INSTR. 2001-157615  
REC. APR. 16, 2001  
REC. O.R. RIV. CO.

WEST  
20 ACRES  
OF NE 1/4  
SEC. 13

**POINT "B"**  
P.O.B. PARCEL  
2290-1D  
& P.O.C. EASEMENT  
RESERVATION

SEE SHEET 3

SEE SHEET 4  
FOR RESERVATION  
EASEMENT DETAIL

PARCEL  
2290-1C

N-S  
CENTER OF  
SECTION LINE

E'LY LINE  
THE.  
WEST 20  
ACRES  
OF NE 1/4  
SEC. 13

NOTE:  
SEE SHEET 7 FOR DIMENSION DATA  
AND SURVEY NOTES

POR. PAR. .1  
P.M.B. 97/30

CENTER OF  
SEC. 13  
T. 4S,  
R. 5W

SE'LY COR  
WEST 20 ACRES  
OF NE 1/4  
SEC. 13

N89°08'03"W  
997.38'

N89°08'14"W  
332.32'

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

1995 MARKET STREET, RIVERSIDE, CA. 92501

PROJECT NAME:	<b>GAVLAN HILLS BASIN</b>	SCALE	1"=220'	DRAWN BY	DAC
RCFC-WCD PARCEL NUMBER(S):	<b>PARCEL 2290-1D</b>	DATE	08/20/20	CHECK BY	SB
RCFC-WCD PROJECT NUMBER:	<b>2-0-00290</b>	SHEET NO.	5 OF 7		



EXHIBIT "B"

SEE SHEET 3

GRAPHIC SCALE



1 INCH = 100 FEET

W'LY LINE  
PARCEL 1  
& INSTR.  
2001-157615  
& WEST LINE OF  
EAST 60 ACRES  
OF NW 1/4 OF  
SEC. 13

W'LY LINE  
OF INSTR.  
2001-157615

N0°44'57"E  
1345.41'

92.03'

N89°08'03"W  
997.38'

N89°08'03"W 333.73'

P.O.B.  
PARCEL  
2290-1F  
SW'LY COR.  
EAST 60  
ACRES OF  
NW 1/4  
SEC. 13

S36°44'37"E  
359.27'

POR. PAR. .1  
P.M.B. 97/30

P.O.T.  
PARCEL  
2290-1F

PARCEL  
2290-1F

N89°12'58"W  
778.78'

DN. 0.1'

S'LY  
LINE  
PARCEL 1  
& INSTR.  
2001-157615

N67°0'23"E  
96.84'

W'LY LINE  
PARCEL 1  
& INSTR.  
2001-157615

N0°50'09"E 349.64'

310.55'

L63

C8

L62

N50°57'02"E  
120.18'

ABLE ROAD

L61

C7

N39°02'23"W (R)

L5

110.71'

N39°07'39"W

C6

N87°04'20"W  
182.62'

L7

L8

L9

L10

NOTE:  
SEE SHEET 7 FOR DIMENSION DATA  
AND SURVEY NOTES

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

PROJECT NAME:	GAVLAN HILLS BASIN	SCALE 1"=100'	DRAWN BY DAC
RCFC-WCD PARCEL NUMBER(S):	PARCEL 2290-1F	DATE 08/20/20	CHECK BY SB
RCFC-WCD PROJECT NUMBER:	2-0-00290	SHEET NO.	6 OF 7



## EXHIBIT "B"

Line Table		
LINE #	DIRECTION	LENGTH
L1	S00°48'30"W	149.17'
L2	S89°11'33"E	75.00'
L3	N00°47'15"E	124.95'
L4	S50°57'02"W	33.54'
L5	N39°07'39"W	80.72'
L6	N87°04'20"W	182.62'
L7	N70°37'10"E	51.78'
L8	N88°33'37"E	100.69'
L9	N86°03'28"W	98.05'
L10	N39°26'04"E	27.84'
L11	N06°10'23"E	96.84'
L12	N89°07'46"W	25.00'
L13	S00°44'57"W	57.94'
L14	S18°20'59"W	50.00'
L15	N16°51'05"W	50.00'
L16	N00°44'57"E	57.88'
L17	N89°14'14"W	24.99'
L18	N89°07'46"W	79.94'
L19	S00°48'30"W	56.41'
L20	S34°10'55"W	188.75'
L21	S22°17'01"W	147.53'
L22	S13°00'30"E	124.27'
L23	S86°55'02"E	118.04'
L24	N16°41'49"E	49.95'
L25	N18°41'01"E	75.91'
L26	N89°15'58"W	171.03'
L27	N45°57'39"W	150.46'
L28	N13°20'15"W	91.16'
L29	S37°31'07"W	48.83'
L30	S02°53'25"W	30.19'

Line Table		
LINE #	DIRECTION	LENGTH
L31	S23°56'20"W	20.69'
L32	S53°17'59"W	31.76'
L33	S41°12'21"W	53.22'
L34	S27°29'14"W	69.07'
L35	S22°26'30"W	36.94'
L36	S16°41'49"W	47.92'
L37	S15°28'14"W	117.29'
L38	S00°00'00"E	39.53'
L39	S13°11'07"W	22.49'
L40	S25°20'17"W	24.31'
L41	S35°43'15"W	28.60'
L42	S17°21'01"W	60.23'
L43	S45°35'08"W	31.53'
L44	S63°19'23"W	39.26'
L45	S40°43'55"W	52.47'
L46	S59°30'08"W	42.73'
L47	S48°09'25"W	37.21'
L48	S36°01'40"W	83.76'
L49	S14°22'05"W	26.88'

Line Table		
LINE #	DIRECTION	LENGTH
L50	S38°40'58"W	14.94'
L51	S27°15'48"W	22.72'
L52	S06°16'58"W	26.59'
L53	S24°45'51"E	50.96'
L54	S42°51'34"E	16.64'
L55	S29°07'36"E	35.50'
L56	N72°46'22"E	91.34'
L57	N04°00'26"E	144.97'
L58	N27°29'05"E	108.26'
L59	N03°40'53"W	45.80'
L60	N22°19'10"E	95.13'
L61	N65°57'41"E	50.00'
L62	N35°56'23"E	50.00'
L63	N50°57'02"E	8.50'

Curve Table			
CURVE #	DELTA	RADIUS	LENGTH
C1	Δ=17°36'02"	99.99'	30.72'
C2	Δ=7°53'07"	47.00'	6.47'
C3	Δ=207°18'57"	47.00'	170.05'
C4	Δ=215°12'04"	47.00'	176.52'
C5	Δ=17°36'02"	99.99'	30.72'
C6	Δ=15°00'04"	99.99'	26.18'
C7	Δ=210°01'18"	48.00'	175.93'
C8	Δ=15°00'39"	99.99'	26.20'

### SURVEY NOTES:

- ▲ INDICATES 3/4" IRON PIPE WITH RCFC&WCD TAG
- INDICATES 3/4" IRON PIPE WITH "V.C. HUNT L.S. 3579" PLUG
- INDICATES GIN SPIKE WITH RCFC&WCD WASHER ON E'LY SIDE OF LARGE BOULDER

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

PROJECT NAME:	<b>GAVLAN HILLS BASIN</b>	SCALE	N.T.S.	DRAWN BY	DAC
RCFC-WCD PARCEL NUMBER(S):	<b>PARCELS 2290-1B, 2290-1C, 2290-1D, AND 2290-1F</b>	DATE	08/20/20	CHECK BY	SB
RCFC-WCD PROJECT NUMBER:	<b>2-0-00290</b>	SHEET NO.	7 OF 7		

236167

RECORDED AT THE REQUEST OF  
AND WHEN RECORDED RETURN TO:

COPY

Western Riverside County  
Regional Conservation Authority  
3403 Tenth Street, Suite 320  
P.O. Box 1667  
Riverside CA 92502-1667  
Attn: Executive Director

(Exempt from Filing Fees – Government Code §§ 6103 & 27383)

---

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ACCESS AND USE EASEMENT AGREEMENT

between

WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY

and

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

26493.0041332204030.2

FEB 09 2021 11.4

## ACCESS AND USE EASEMENT AGREEMENT

This ACCESS EASEMENT AGREEMENT ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between the WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY, a public agency and a joint powers authority ("RCA"), and the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic ("District"). RCA and District are sometimes hereinafter individually referred to as "Party" or collectively referred to as "Parties." This Agreement is made with reference to the following facts:

### RECITALS

A. Pursuant to the certain Conveyance Agreement between the Parties, RCA is the owner of certain real property commonly known as Gavilan Hills, located in the unincorporated area of Riverside County, California and more particularly described in Exhibit "1," attached hereto and incorporated herein by this reference (the "RCA Gavilan Hills Property").

B. District is the owner of other certain real property commonly known as Gavilan Hills, located in the unincorporated area of Riverside County, California (the "District Gavilan Hills Property").

C. The RCA Gavilan Hills Property is adjacent to the District Gavilan Hills Property and are herein after collectively referred to as the "Properties".

D. In order to facilitate RCA's ingress to and egress from RCA Gavilan Hills Property, the Parties desire to establish an access and use easement over District Gavilan Hills Property on the terms and conditions set forth below. This Agreement and the covenants, easements and restrictions contained herein, will attach to and run with the Properties and shall be for the benefit of and shall be limitations upon all future owners and occupants thereof.

NOW, THEREFORE, in consideration of the mutual covenants, restrictions and conditions contained herein and for adequate consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

### TERMS

1. Access and Use Easement. District hereby grants to RCA, for the benefit of the RCA Gavilan Hills Property, a non-exclusive easement ("Access and Use Easement") for pedestrian and vehicular access, ingress and egress by RCA, and their tenants, subtenants, licensees and concessionaires and any of their respective employees, agents, contractors, customers, invitees and guests over those paved or unpaved portions of the District Gavilan Hills Property as described in Exhibit "2" and depicted on Exhibit "3" which are intended for such purposes. Such access areas exclude areas not located on paths, trails, roads or other types of areas not intended to be used for travel, such as conservation areas or flood control structures and similar areas. RCA shall comply with all applicable laws, ordinances and regulations, including but not limited to all applicable regulatory, environmental and safety requirements at RCA's sole cost and expense. The District may relocate the Access and Use Easement if in the opinion of the District, it unreasonably interferes with the present or future use by District of District's Gavilan Hills Property.

2. No Obstruction. No walls, fences or barriers of any kind will be constructed or maintained within the access areas of the District Gavilan Hills Property in any manner which would impair free access and movement of pedestrian and vehicular traffic through the District Gavilan Hills Property to the RCA Gavilan Hills Property; provided, however, that the Parties may install walls, fences or other barriers of any kind within the access areas of the District Gavilan Hills Property as long as the Parties coordinate with each other to allow for an independent locking device or another security feature to allow passage through gates, if any. RCA and District shall take such steps as may be necessary to insure their employees, tenants, lessees and invitees comply with the provisions of this Section 2. Notwithstanding the foregoing, this Access and Use Easement may be subject to such reasonable traffic controls as may be agreed upon by RCA and the District, if necessary.

3. Permitted Parties. This Access and Use Easement may be used by and for the benefit of RCA, and its successors, assigns, tenants, subtenants, employees, agents, contractors, customers, visitors, licensees, invitees, and guests, and such service and emergency vehicles and personnel as may be necessary and appropriate, all in connection with the lawful use of the Properties and the activities conducted thereon. RCA shall not materially interfere with the use by and operation and activities of District on District Gavilan Hills Property.

4. Maintenance and Repair. RCA shall maintain the Access and Use Easement area located on the District Gavilan Hills Property and shall repair such area to the extent necessary to maintain the condition of the Access and Use Easement for its intended purpose. RCA shall be responsible for any damage to the Access and Use Easement area resulting from RCA's exercise of the rights granted herein, including but not limited to soil erosion, subsidence or damage resulting therefrom. District shall not be responsible for the maintenance and repair of the Access and Use Easement area, unless the need for such maintenance or repair was caused by the District's negligence.

5. Indemnification. This grant of easement is made on the express condition that the District is to be free from all liability by reason of injury or death to persons or injury to property from whatever cause arising out of Grantee's, its contractor', agents, officers', members', employees', invitees', or licensees' exercise or rights granted pursuant to this Agreement or use of the Access and Use Easement or of the personal property of RCA located thereon, including any liability for injury or death to the person or property of RCA it contractors, agents, officers, members, employees, invitees, or licensees or to any property under the control or custody of RCA. RCA hereby covenants and agrees to defend and indemnify Grantor, its officers, employees, agents, students, invitees and guests and save them harmless from any and all liability, loss, costs, or obligations on account of, or arising out of, any such injury or losses caused or claimed to be caused by the exercise of the rights granted pursuant to this Agreement or the Access and Use Easement area by RCA, however occurring, other than those caused solely by the willful or negligent acts or omissions of the District.

6. Modification, Cancellation. This Agreement may be modified or canceled only by the written consent of the Parties, which consents shall not be unreasonably withheld.

7. Breach. In the event of breach or threatened breach of this Agreement, either Party shall be entitled to institute proceedings for full and adequate relief from the consequences of said breach. The unsuccessful Party in any action shall pay to the prevailing Party a reasonable sum

for attorneys' fees and costs, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

8. Remedies for Default; Waiver. If either Party shall, during the term of this Agreement, default in the full, faithful and punctual performance of any obligation required hereunder and if at the end of thirty (30) days after written notice from the Party of the other Property, stating with particularity the nature and extent of such default, the defaulting Party has failed to cure such default, and if a diligent effort is not then being made to cure such default, then the Party of the other Property shall, in addition to all other remedies it may have at law or in equity, have the right to perform such obligation of this Agreement on behalf of such defaulting Party and be reimbursed by such defaulting Party for the cost thereof. The failure of the Parties of the Properties subject to this Agreement to insist in any one or more cases upon the strict performance of any of the promises, covenants, conditions, restrictions or agreements herein, shall not be construed as a waiver or relinquishment of any future breach of the same or other provisions hereof.

9. Mutuality; Reciprocity; Runs with Land. This Agreement (i) is made for the direct benefit of the RCA Gavilan Hills Property; (ii) shall create rights and obligations between the respective Parties and their successors and assigns; (iii) shall, as to the District Gavilan Hills Property, operate as covenants running with the land for the benefit of the RCA Gavilan Hills Property; and (iv) shall be binding upon, and inure to the benefit of, each Party and any person having or acquiring any right, title, or interest in or to any portion of the Properties, whether by operation of law or any manner whatsoever. All provisions of this Agreement are intended to be covenants running with the land pursuant to Section 1468 of the Civil Code of the State of California.

10. Amendment. This Agreement may be modified by an amendment recorded in the office of the Riverside County Recorder, properly executed and acknowledged by all Parties.

11. Constructive Notice and Acceptance. Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Properties shall be conclusively deemed to have consented and agreed to be subject to each of these restrictions, whether or not any reference to this Agreement is contained in the instrument by which such person acquired such right, title or interest.

12. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

13. Rights of Successors. This Agreement shall bind and inure to the benefit of the Parties hereto, their respective heirs, personal representatives, tenants, successors and/or assigns. The singular number includes the plural and any gender includes all other genders.

14. Paragraph Headings. The paragraph headings herein contained are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of this document nor in any way affect the terms and provisions hereof.

15. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Properties to the general public or for the general public or for any public purposes whatsoever, it being the intention of the Parties hereto that this Agreement shall

be strictly limited to and for the purposes herein expressed. The right of the public or any person to make any use whatsoever of the Properties herein affected, or any portion thereof (other than any use expressly allowed by a written or recorded map, agreement, deed or dedication) is by permission, and subject to the control of the owner.

16. Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall be deemed one original.

17. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof.

18. Incorporation of Recitals. The recitals set forth above are material and by this reference are incorporated herein and made a part this Agreement.

19. Incorporation of Exhibits. The exhibits attached hereto and referenced herein are material and by this reference are incorporated herein and made a part of this Agreement.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

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

By: Karen S. Spiegel  
KAREN SPIEGEL, Chairwoman  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

Date: 2/09/2021

**APPROVED AS TO FORM:**  
GREGORY P. PRIAMOS  
County Counsel

**ATTEST:**  
KECIA HARPER  
Clerk of the Board

By: [Signature]  
WESLEY W. STANFIELD  
Deputy County Counsel

By: [Signature]

Date: 1/28/2021

Date: 02/09/2021

**RCA: WESTERN RIVERSIDE COUNTY  
REGIONAL CONSERVATION AUTHORITY**

By: \_\_\_\_\_  
Anne Mayer, Executive Director

Date: \_\_\_\_\_

Approved as to Form:

By: [Signature]  
Best Best & Krieger LLP  
RCA General Counsel

[ATTACH NOTARY ACKNOWLEDGEMENT]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

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

By: \_\_\_\_\_  
KAREN SPIEGEL, Chair  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**  
GREGORY P. PRIAMOS  
County Counsel

**ATTEST:**  
KECIA HARPER  
Clerk of the Board

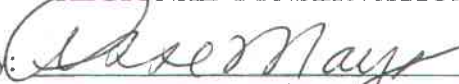
By: \_\_\_\_\_  
WESLEY W. STANFIELD  
Deputy County Counsel

By: \_\_\_\_\_

Date: \_\_\_\_\_

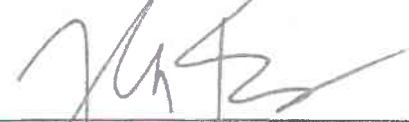
Date: \_\_\_\_\_

**RCA: WESTERN RIVERSIDE COUNTY  
REGIONAL CONSERVATION AUTHORITY**

By:   
Anne Mayer, Executive Director

Date: 

*Approved as to Form:*

By:   
Best Best & Krieger LLP  
RCA General Counsel

[ATTACH NOTARY ACKNOWLEDGEMENT]



## ACKNOWLEDGMENT

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

State of California  
County of Riverside

On January 23, 2021 before me, Anastasia Diaz notary public,  
(here insert name and title of the officer)

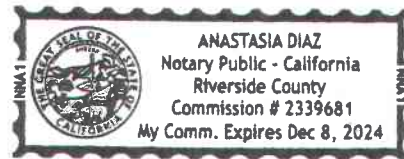
personally appeared Anne mayer

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

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

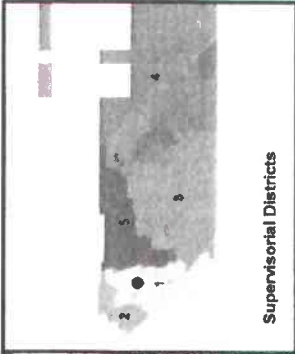
WITNESS my hand and official seal.

Signature Anastasia Diaz



(Seal)

Exhibit "1"  
Vicinity Map



Supervisorial Districts

**Legend**

- Project Location
- Existing Facility
- District Parcels
- ▨ Proposed Portions to be Conveyed to the RCA
- Access Easement

**Description**

GAVILAN HILLS - SMITH ROAD CHANNEL AND BASIN

Project No. 2-O-00290

Date Created: January 5, 2021



**RIVERSIDE COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT**  
 Subject Property - APN 287-170-009 - RCFC Parcel 2290-1  
 Vicinity Map



Exhibit "2"

Legal Description of Access and Use Easement Area

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

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**Gavilan Hills Basin**

**Easement**

APN: 287-170-009

In the Unincorporated Area of the County of Riverside, State of California, being a strip of land, of variable width, lying within Parcel 1, Parcel Map No. 16808, filed in book 97, page 30 of Parcel Maps, records of said county, and lying within Section 13, Township 4 South, Range 5 West of the Sectionalized Rancho El Sobrante de San Jacinto, the centerline of said strip being described as follows:

**Commencing** at the intersection of the northerly line of said Parcel 1 with the westerly Right of Way line of Smith Road as shown on said Parcel Map 16808;

Thence along said westerly Right of Way the following four (4) courses:

- 1) South  $00^{\circ}44'57''$  West 57.94 feet to the beginning of a concave curve westerly having a radius of 99.99 feet;
- 2) Southerly 30.72 feet along said curve through a central angle of  $17^{\circ}36'02''$ ;
- 3) South  $18^{\circ}20'59''$  West 50.00 feet to the beginning of a curve concave northeasterly having a radius of 47.00 feet;
- 4) Southerly and southeasterly 54.03 feet along said curve through a central angle of  $65^{\circ}52'15''$  to the **Point of Beginning** of said variable width strip, being the beginning of a 15.00 foot wide strip of land, lying 7.50 feet of each side of the following described centerline, a radial line to said point bears South  $42^{\circ}28'44''$  West;

Thence South  $10^{\circ}54'16''$  West 58.94 feet;

Thence South  $21^{\circ}27'34''$  West 56.66 feet;

Thence South  $28^{\circ}29'42''$  West 78.15 feet;

Thence South  $22^{\circ}19'10''$  West 104.34 feet;

Thence South  $03^{\circ}40'53''$  East 53.19 feet;

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

Thence South 27°29'05" West 123.65 feet;

Thence South 13°46'15" West 88.99 feet;

Thence South 49°42'42" West 108.90 feet;

Thence South 02°53'25" West 58.87 feet;

Thence South 23°56'20" West 20.69 feet;

Thence South 53°17'59" West 31.76 feet;

Thence South 41°12'21" West 53.22 feet;

Thence South 27°29'14" West 69.07 feet;

Thence South 22°26'30" West 36.94 feet;

Thence South 16°41'49" West 47.92 feet to **Point "A"** being the ending of said 15.00 foot wide strip and the beginning of a 10.00 foot wide strip, lying 5.00 feet on each side of the following described centerline;

Thence South 15°28'14" West 117.29 feet;

Thence SOUTH 39.53 feet;

Thence South 13°11'07" West 22.49 feet;

Thence South 25°20'17" West 24.31 feet;

Thence South 35°43'15" West 28.60 feet;

Thence South 17°21'01" West 60.23 feet;

Thence South 45°35'08" West 31.53 feet;

Thence South 63°19'23" West 39.26 feet;

Thence South 40°43'55" West 52.47 feet;

Thence South 59°30'08" West 42.73 feet;

Thence South 48°09'25" West 37.21 feet;

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

Thence South 36°01'40" West 83.76 feet;

Thence South 14°22'05" West 26.88 feet;

Thence South 38°40'58" West 14.94 feet;

Thence South 27°15'48" West 22.72 feet;

Thence South 06°16'58" West 26.59 feet;

Thence South 24°45'51" East 50.96 feet;

Thence South 42°51'34" East 16.64 feet;

Thence South 29°07'36" East 45.44 feet;

Thence South 18°07'06" West 12.77 feet;

Thence South 56°09'06" West 19.94 feet;

Thence South 25°33'02" West 14.86 feet;

Thence South 38°56'59" West 28.75 feet;

Thence South 34°05'57" West 58.37 feet;

Thence South 07°22'17" West 30.96 feet;

Thence South 38°49'34" West 49.80 feet to the **Point of Terminus** of said variable width strip, said point being northwesterly 5.16 feet on a line bearing North 36°44'37" West 359.27 feet from an angle point on the southerly line of said Parcel 1 and being monumented by a ¾ Inch Iron Pipe with RCFC&WCD tag.

The sidelines of said 15.00 foot strip are to be continued or shortened so as to terminate in the north in said westerly Right of Way of Smith Road and in the south in a line which bears South 86°55'02" East through said **Point "A"**, and the sidelines of said 10.00 foot strip are to be continued or shortened so as to terminate in the north in said line which bears South 86°55'02" East, and in the south in said line which bears North 36°44'37" West.

RIVERSIDE COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT

Containing 24,864 square feet / 0.571 acre more or less

The distances shown herein are in grid. Ground distances may be obtained by dividing the grid distance by a combination factor of 0.99991770.

See Exhibit "B" attached hereto and made a part hereof.




  
\_\_\_\_\_  
JAMES R. McNEILL  
Land Surveyor No. 7752  
Date: 8/27/2020



Exhibit "3"

Depiction of Access and Use Easement Area

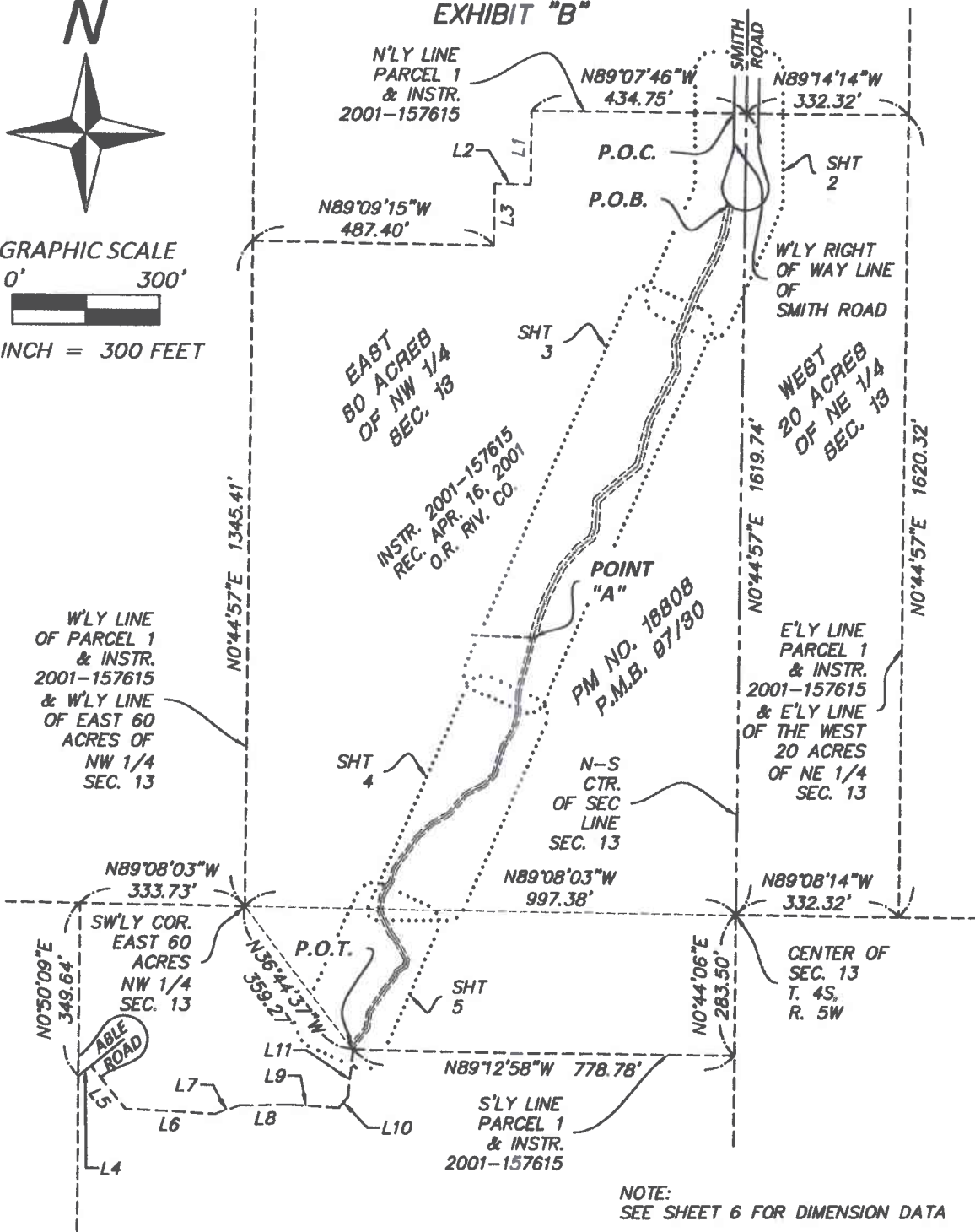


GRAPHIC SCALE  
0' 300'



1 INCH = 300 FEET

EXHIBIT "B"

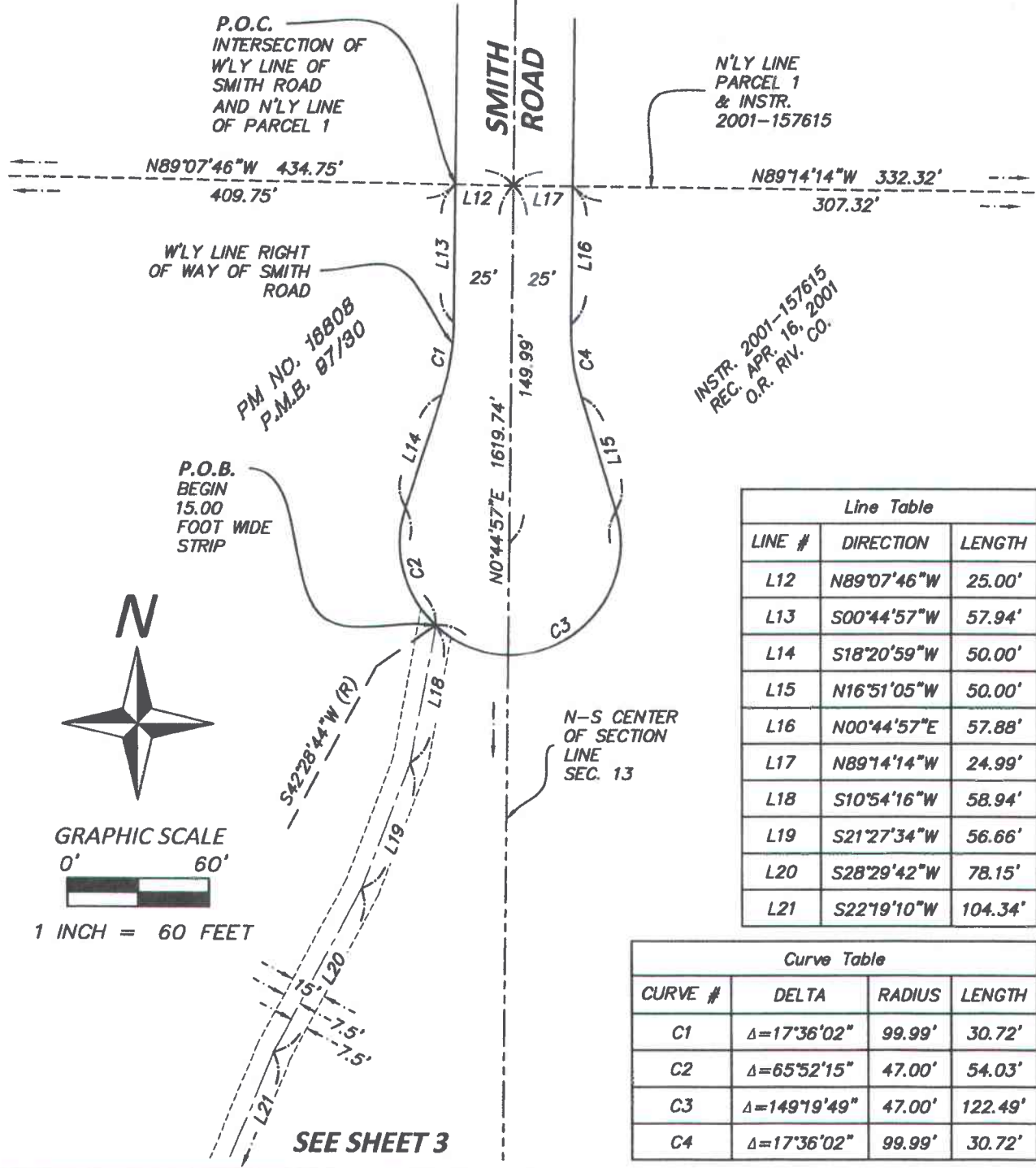


NOTE:  
SEE SHEET 6 FOR DIMENSION DATA

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

PROJECT NAME:	GAVILAN HILLS BASIN	SCALE 1"=300'	DRAWN BY DAC
RCFC-WCD PARCEL NUMBER(S):	R.C.A. EASEMENT	DATE 08/20/20	CHECK BY SB
RCFC-WCD PROJECT NUMBER:	2-0-00290	SHEET NO.	1 OF 6

EXHIBIT "B"



Line Table		
LINE #	DIRECTION	LENGTH
L12	N89°07'46"W	25.00'
L13	S00°44'57"W	57.94'
L14	S18°20'59"W	50.00'
L15	N16°51'05"W	50.00'
L16	N00°44'57"E	57.88'
L17	N89°14'14"W	24.99'
L18	S10°54'16"W	58.94'
L19	S21°27'34"W	56.66'
L20	S28°29'42"W	78.15'
L21	S22°19'10"W	104.34'

Curve Table			
CURVE #	DELTA	RADIUS	LENGTH
C1	Δ=17°36'02"	99.99'	30.72'
C2	Δ=65°52'15"	47.00'	54.03'
C3	Δ=149°19'49"	47.00'	122.49'
C4	Δ=17°36'02"	99.99'	30.72'

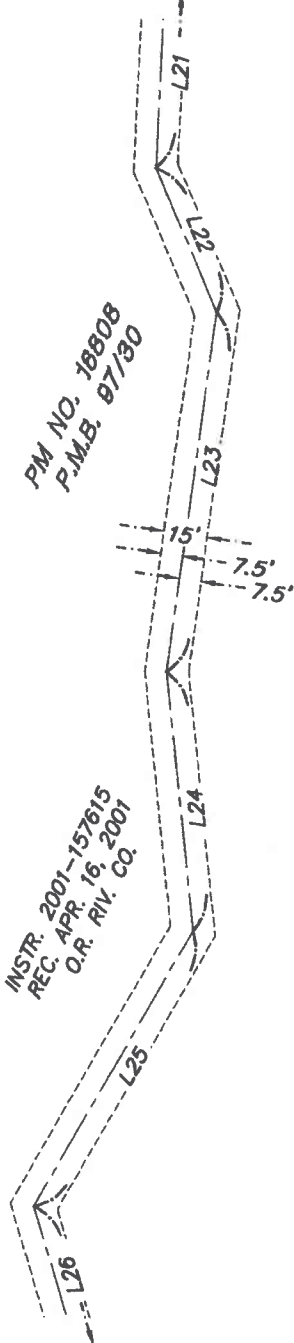
RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
 1995 MARKET STREET, RIVERSIDE, CA. 92501

PROJECT NAME:	GAVILAN HILLS BASIN	SCALE	1"=60'	DRAWN BY	DAC
RCFC-WCD PARCEL NUMBER(S):	R.C.A. EASEMENT	DATE	08/20/20	CHECK BY	SB
RCFC-WCD PROJECT NUMBER:	2-0-00290	SHEET NO.	2 OF 6		

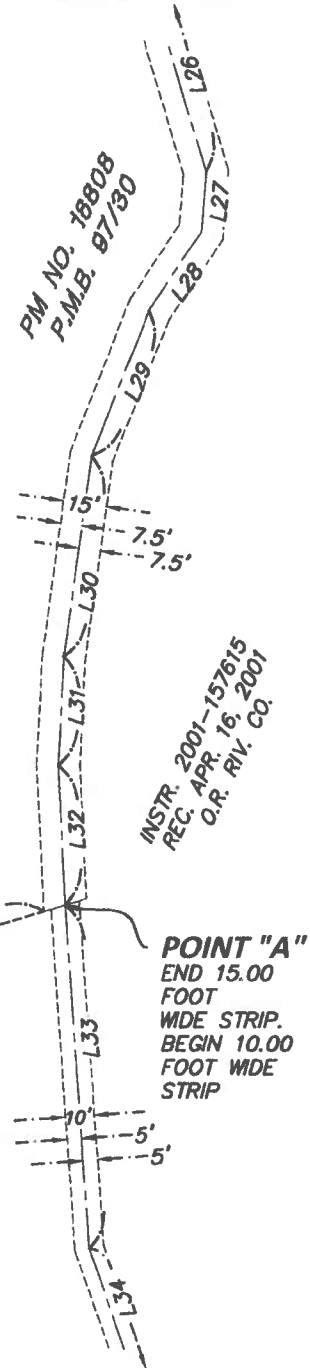
SEE SHEET 2

EXHIBIT "B"

MATCH LINE SEE BELOW LEFT



Line Table		
LINE #	DIRECTION	LENGTH
L21	S22°19'10"W	104.34'
L22	S03°40'53"E	53.19'
L23	S27°29'05"W	123.65'
L24	S13°46'15"W	88.99'
L25	S49°42'42"W	108.90'
L26	S02°53'25"W	58.87'
L27	S23°56'20"W	20.69'
L28	S53°17'59"W	31.76'
L29	S41°12'21"W	53.22'
L30	S27°29'14"W	69.07'
L31	S22°26'30"W	36.94'
L32	S16°41'49"W	47.92'
L33	S15°28'14"W	117.29'
L34	S00°00'00"E	39.53'



1 INCH = 60 FEET

POINT "A"  
END 15.00  
FOOT  
WIDE STRIP.  
BEGIN 10.00  
FOOT WIDE  
STRIP

MATCH LINE SEE ABOVE RIGHT

SEE SHEET 4

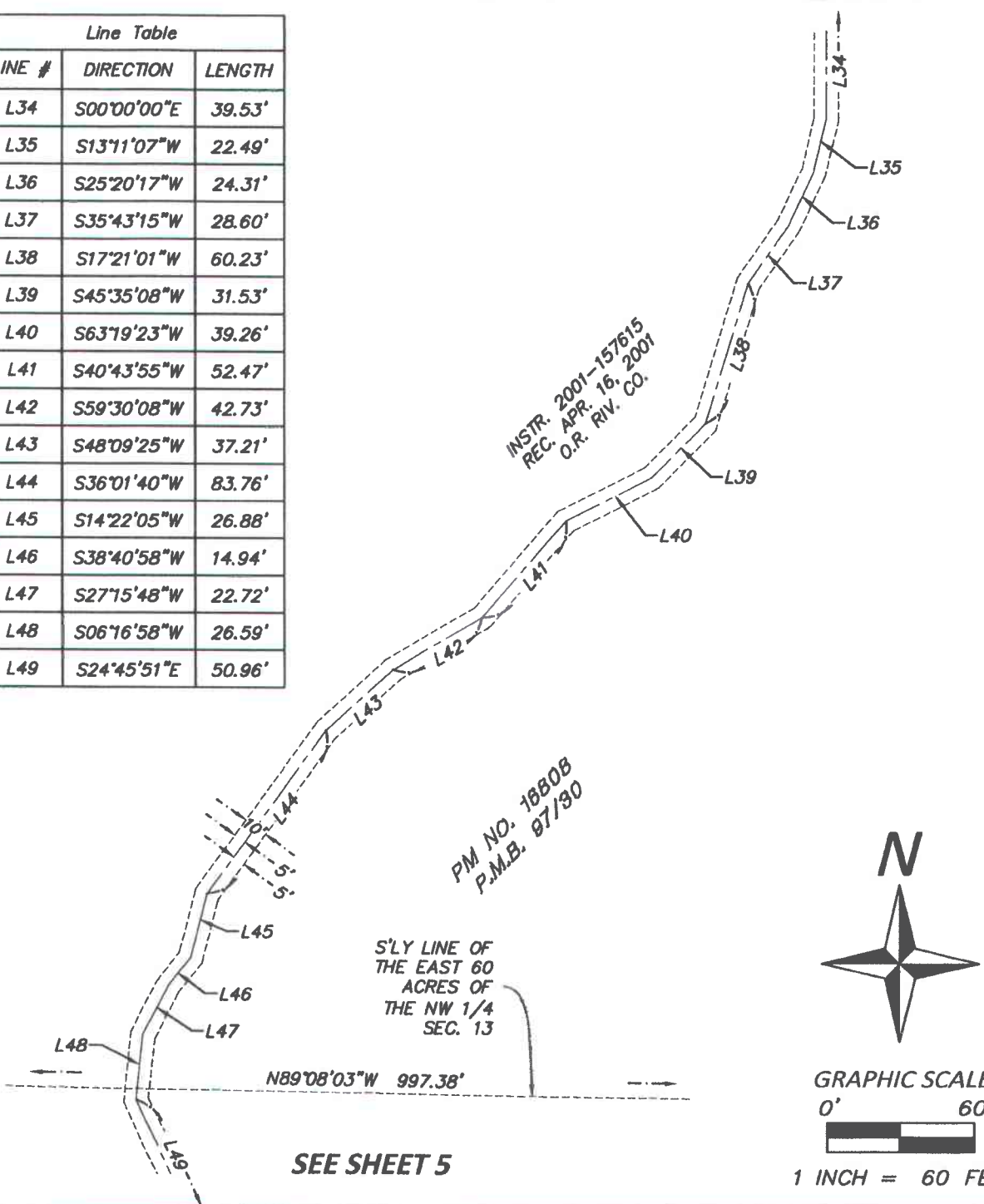
RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
1995 MARKET STREET, RIVERSIDE, CA. 92501

PROJECT NAME:	GAVLAN HILLS BASIN	SCALE	1"=60'	DRAWN BY	DAC
RCFC-WCD PARCEL NUMBER(S):	R.C.A. EASEMENT	DATE	08/20/20	CHECK BY	SB
RCFC-WCD PROJECT NUMBER:	2-0-00290	SHEET NO.	3 OF 6		

EXHIBIT "B"

SEE SHEET 3

Line Table		
LINE #	DIRECTION	LENGTH
L34	S00°00'00"E	39.53'
L35	S13°11'07"W	22.49'
L36	S25°20'17"W	24.31'
L37	S35°43'15"W	28.60'
L38	S17°21'01"W	60.23'
L39	S45°35'08"W	31.53'
L40	S63°19'23"W	39.26'
L41	S40°43'55"W	52.47'
L42	S59°30'08"W	42.73'
L43	S48°09'25"W	37.21'
L44	S36°01'40"W	83.76'
L45	S14°22'05"W	26.88'
L46	S38°40'58"W	14.94'
L47	S27°15'48"W	22.72'
L48	S06°16'58"W	26.59'
L49	S24°45'51"E	50.96'



INSTR. 2001-157615  
REC. APR. 16, 2001  
O.R. RIV. CO.

P.M. NO. 16808  
P.M.B. 97/90

S'LY LINE OF  
THE EAST 60  
ACRES OF  
THE NW 1/4  
SEC. 13



GRAPHIC SCALE  
0' 60'

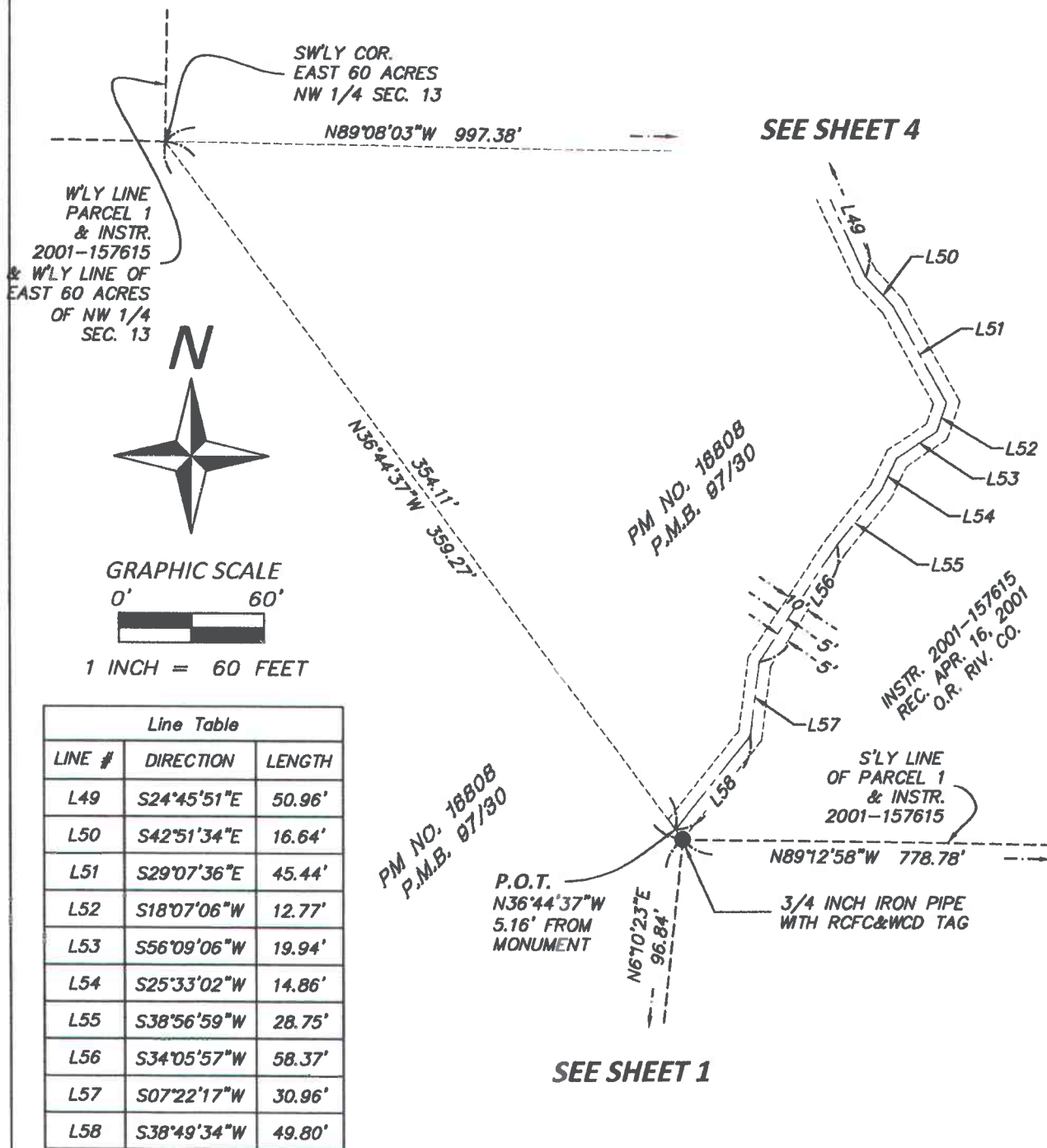
1 INCH = 60 FEET

SEE SHEET 5

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

PROJECT NAME:	GAVLAN HILLS BASIN	SCALE 1"=60'	DRAWN BY DAC
RCFC-WCD PARCEL NUMBER(S):	R.C.A. EASEMENT	DATE 08/20/20	CHECK BY SB
RCFC-WCD PROJECT NUMBER:	2-0-00290	SHEET NO.	4 OF 6

EXHIBIT "B"



Line Table		
LINE #	DIRECTION	LENGTH
L49	S24°45'51"E	50.96'
L50	S42°51'34"E	16.64'
L51	S29°07'36"E	45.44'
L52	S18°07'06"W	12.77'
L53	S56°09'06"W	19.94'
L54	S25°33'02"W	14.86'
L55	S38°56'59"W	28.75'
L56	S34°05'57"W	58.37'
L57	S07°22'17"W	30.96'
L58	S38°49'34"W	49.80'

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

PROJECT NAME:	GAVLAN HILLS BASIN	SCALE 1"=60'	DRAWN BY DAC
RCFC-WCD PARCEL NUMBER(S):	R.C.A. EASEMENT	DATE 08/20/20	CHECK BY SB
RCFC-WCD PROJECT NUMBER:	2-0-00290	SHEET NO.	5 OF 6

**EXHIBIT "B"**

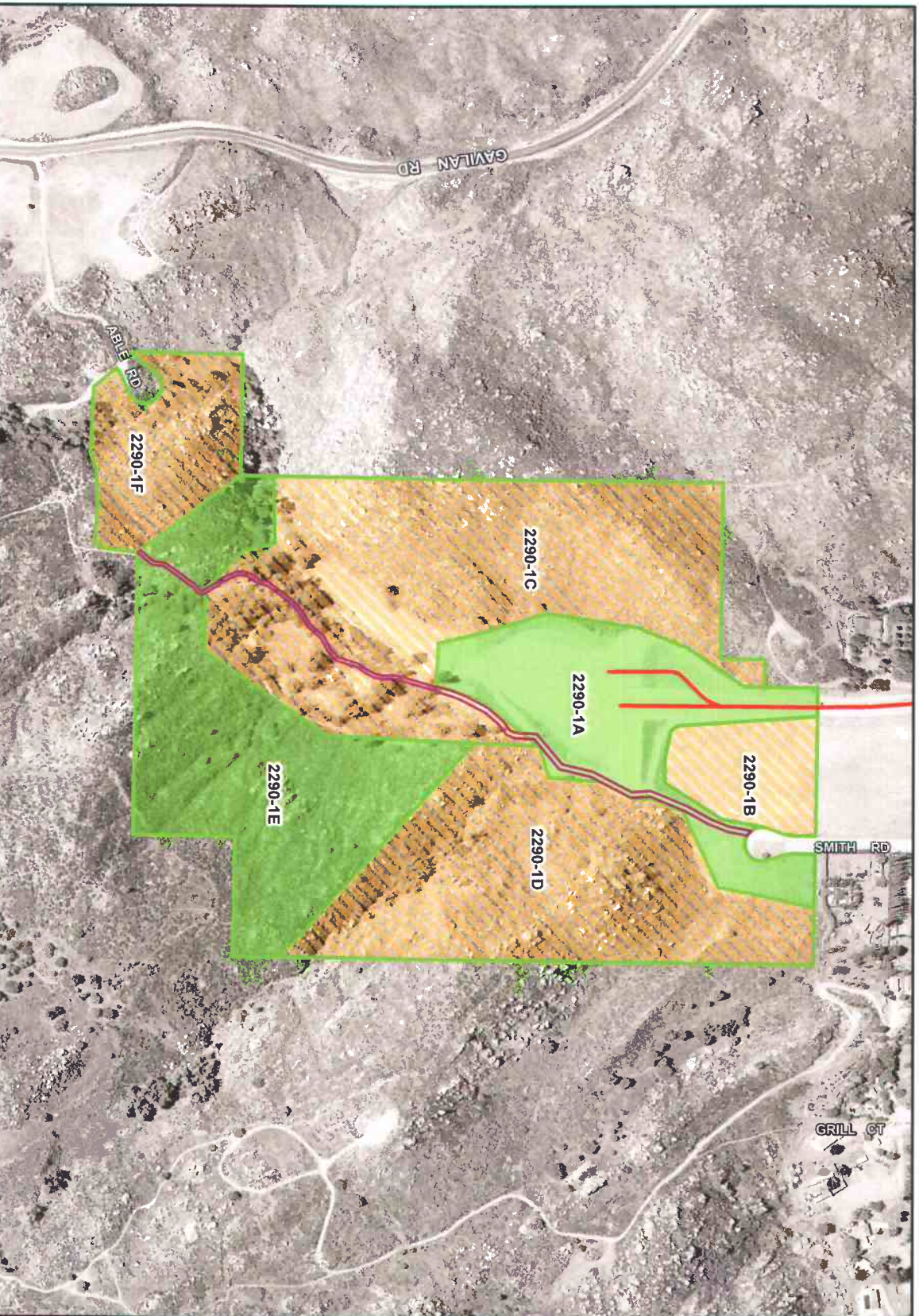
<i>Line Table</i>		
<i>LINE #</i>	<i>DIRECTION</i>	<i>LENGTH</i>
L1	N00°48'30"E	149.17'
L2	N89°11'33"W	75.00'
L3	N00°47'15"E	124.95'
L4	N50°57'02"E	33.54'
L5	N39°07'39"W	110.71'
L6	N87°04'20"W	182.62'
L7	N70°37'10"E	51.78'
L8	N88°33'37"E	100.69'
L9	N86°03'28"W	98.05'
L10	N39°26'04"E	27.84'
L11	N06°10'23"E	96.84'

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

<b>PROJECT NAME:</b>	<b>GAVILAN HILLS BASIN</b>	<b>SCALE</b> N.T.S.	<b>DRAWN BY</b> DAC
<b>RCFC--WCD PARCEL NUMBER(S):</b>	<b>R.C.A. EASEMENT</b>	<b>DATE</b> 08/20/20	<b>CHECK BY</b> SB
<b>RCFC--WCD PROJECT NUMBER:</b>	<b>2-0-00290</b>	<b>SHEET NO.</b> 6 OF 6	



**RIVERSIDE COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT**  
 Subject Property - APN 287-170-009 - RCFC Parcel 2290-1  
 Vicinity Map



Supervisory Districts

**Legend**

- Project Location
- Existing Facility
- District Parcels
- Proposed Portions to be Conveyed to the RCA
- Access Easement

**Description**

GAVILAN HILLS - SMITH ROAD CHANNEL AND BASIN

Project No. 2-0-00290

Date Created: January 5, 2021