

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



ITEM: 11.9
(ID # 17856)

MEETING DATE:

Tuesday, December 14, 2021

FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Approval of the Termination of the Engineering Costs Agreement and the Pipeline Relocation Agreement Between the Riverside County Flood Control and Water Conservation District and Questar Southern Trails Pipeline Company (BNSF to Green River Road, Riverside County) Santa Ana River Below Prado BNSF Bridge Protection Project (Project No. 2-0-00105); Authorize the General Manager-Chief Engineer to Take All Necessary Steps to Terminate and Close Out the Engineering Costs Agreement and the Pipeline Relocation Agreement, CEQA Exempt, District 2. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the Termination of the Engineering Costs Agreement (BNSF to Green River Road, Riverside County) Santa Ana River Below Prado BNSF Bridge Protection Project (Project No. 2-0-00105) and the Termination of the Pipeline Relocation Agreement (BNSF to Green River Road, Riverside County) Santa Ana River Below Prado BNSF Bridge Protection Project (Project No. 2-0-00105) are exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3), the "Common Sense" exemption;

Continued on page 2

ACTION:Policy

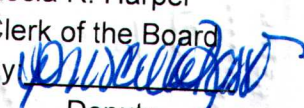
Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG

12/2/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Spiegel 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: December 14, 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:

2. Approve the Termination of the Engineering Costs Agreement by and between the Riverside County Flood Control and Water Conservation District ("District") and Questar Southern Trails Pipeline Company ("Questar") (BNSF to Green River Road, Riverside County) Santa Ana River Below Prado BNSF Bridge Protection Project (Project No. 2-0-00105) ("Design Agreement");
3. Approve the Termination of the Pipeline Relocation Agreement by and between the District and Questar (BNSF to Green River Road, Riverside County) Santa Ana River Below Prado BNSF Bridge Protection Project (Project No. 2-0-00105) ("Relocation Agreement");
4. Approve the Termination Agreement of the Engineering Costs Agreement by and between the District and Questar (BNSF to Green River Road, Riverside County) Santa Ana River Below Prado BNSF Bridge Protection Project (Project No. 2-0-00105) ("Design Termination Agreement") substantially to form, subject to approval as to form by County Counsel;
5. Approve the Termination Agreement of the Pipeline Relocation Agreement by and between the District and Questar (BNSF to Green River Road, Riverside County) Santa Ana River Below Prado BNSF Bridge Protection Project (Project No. 2-0-00105) ("Relocation Termination Agreement") substantially to form, subject to approval as to form by County Counsel; and
6. Authorize the General Manager-Chief Engineer of the District or designee to take all necessary steps to terminate and close out the Design Agreement and the Relocation Agreement on behalf of the District, including, but not limited to, executing the Design Termination Agreement and the Relocation Termination Agreement, subject to approval as to form by County Counsel, and accepting the funds to be refunded by Questar.

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

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The termination of the Design Agreement and the termination of the Relocation Agreement are necessary to release the District and Questar from the obligations imposed upon them in the Design Agreement dated January 2018 and the Relocation Agreement dated May 22, 2018. Additionally, it is anticipated that Questar will refund Three Hundred Five Thousand Six Hundred Sixty-Five Dollars and Thirty-Eight Cents (\$305,665.38) to the District. Sometimes hereinafter,

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the Design Agreement and the Relocation Agreement may be referred to individually as an "Agreement" or collectively as the "Agreements."

As a part of the federally authorized Santa Ana River Mainstem, including Santiago Creek, California Flood Control Project ("SARMP"), the U.S. Army Corps of Engineers ("USACE") raised the crest of the Prado Dam by 28 feet and constructed new outlet works. These modifications, combined with future spillway improvements and planned changes in operational procedures, will result in increased discharges to the Santa Ana River of up to 30,000 cubic feet per second. The protection of the BNSF Railway bridge ("BNSF Bridge Protection Project") was necessary as the increased flows would result in lateral erosion and scour, which could have undermined and damaged the BNSF Railway bridge, and the USACE incorporated the BNSF Bridge Protection Project as a part of the SARMP.

As a Local Sponsor for the SARMP, the District is responsible for utility relocations associated with the BNSF Bridge Protection Project. One of the utilities that was in conflict with the BNSF Bridge Protection Project and needed to be relocated at the District's expense was approximately 985 linear feet of 16-inch high-pressure pipeline, hereinafter called "Conflicting Pipeline."

On September 15, 2015 (Minute Order No. 11-3), the District's Board of Supervisors (Board) authorized the General Manager-Chief Engineer to execute necessary paperwork and make relocation payments of up to \$200,000 per occurrence. In accordance with this delegated authority, the District entered into the Design Agreement in January 2018. The Design Agreement set forth the terms and conditions whereby the District provided payment to Questar for the design work related to the relocation of the Conflicting Pipeline.

On May 22, 2018 (Minute Order No. 11.6), the Board approved the Pipeline Relocation Agreement (BNSF to Green River Road, Riverside County) between the District and Questar, hereinafter called "Relocation Agreement", which set forth the terms and conditions whereby which the District provided payment to Questar for the removal and relocation of the Conflicting Pipeline.

The design and removal of the Conflicting Pipeline occurred in 2018, which allowed the construction of the BNSF Bridge Protection Project to proceed. Questar also completed some additional design work for the relocated pipeline segment. In February 2021, Questar notified the District of its intent to discontinue any further relocation work on the pipeline relocation project and finalize the project without commencing further construction.

Prev. Agn. Ref.: 7-1 of 12/19/89
7-8 of 12/19/89
9-1 of 07/13/93
11.6 of 02/11/03
11.3 of 05/17/11
11.8 of 06/14/11

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

11-3 of 09/15/15
MT#4492, 11.2 of 06/20/17
MT#7030, 11.6 of 05/22/18
MT#14116, 11.3 of 01/12/21

Environmental Findings

The termination of the previously executed Agreements are exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines, which states "The activity is covered by the common-sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA." The termination of each Agreement is merely an administrative action to terminate fully executed agreements. The act of terminating the fully executed agreements will not impact the environment. Nothing further is required.

Impact on Residents and Businesses

Termination of the Agreements imposes no additional impacts to residents and businesses.

Additional Fiscal Information

It is anticipated that Questar will refund the District Three Hundred Five Thousand Six Hundred Sixty-Five Dollars and Thirty-Eight Cents (\$305,665.38), which will be available for use on other Zone 2 projects.

ATTACHMENTS:

1. Vicinity Map
2. Design Agreement
3. Design Termination Agreement
4. Relocation Agreement
5. Relocation Termination Agreement

RMI:mcv
P8\241261


Jason Farin, Principal Management Analyst

12/8/2021


Gregory L. Priamos, Director County Counsel

12/2/2021

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RECOMMENDED MOTION: That the Board of Supervisors:

2. Approve the Termination of the Engineering Costs Agreement by and between the Riverside County Flood Control and Water Conservation District ("District") and Questar Southern Trails Pipeline Company ("Questar") (BNSF to Green River Road, Riverside County) Santa Ana River Below Prado BNSF Bridge Protection Project (Project No. 2-0-00105) ("Design Agreement");
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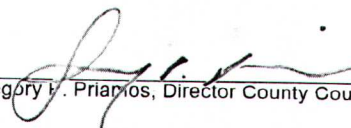
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2. Design Agreement
3. Design Termination Agreement
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5. Relocation Termination Agreement

RMI:mcv
P8\241261


Jason Farin, Principal Management Analyst 12/8/2021


Gregory L. Priamos, Director County Counsel 12/2/2021

ENGINEERING COSTS AGREEMENT
(BNSF to Green River Road, Riverside County)

This Engineering Costs Agreement (Agreement) is entered into this ____ day of January 2018, between QUESTAR SOUTHERN TRAILS PIPELINE COMPANY, a Utah corporation (QSTPC) and Riverside County Flood Control and Water Conservation District, a special district created by act of the California legislature (RCFC&WCD). QSTPC and RCFC&WCD may be referred to collectively as the "Parties" and singularly as a "Party" all as governed by the context in which such terms are used.

RECITALS

A. QSTPC owns and operates a 16-inch high pressure (HP) pipeline (the Pipeline), which is located near Green River Road in Riverside County, California.

B. The Pipeline, in its current location, may interfere with RCFC&WCD's proposed flood control project (the Project).

C. In order to avoid potential conflicts between the Pipeline and the Project, the Parties are evaluating relocation of the Pipeline. In order to facilitate this investigation, the Parties desire to enter into this Agreement to allow for payment of certain engineering and design costs.

OPERATIVE PROVISIONS

1. Scope of Work. QSTPC will evaluate the proposed relocation and removal of approximately 900 linear feet of the Pipeline and installation of approximately 1000 feet of 16-inch pipe below the proposed finished surface which is anticipated to include the new BNSF railroad crossing which will be installed per BNSF requirements, as shown on the attached Exhibit A, incorporated by this reference. Collectively the work described in this paragraph will be referred to herein as the "Design Work." Upon receipt of the Estimated Costs, defined below, QSTPC anticipates the Design Work will take approximately eight (8) weeks to complete. Nothing in this Agreement obligates QSTPC to enter into any future agreements related to the Project. Further the Parties acknowledge that additional approvals may be necessary before the Project may proceed.

2. Cost of Design Work.

a. RCFC&WCD agrees to pay QSTPC the full and complete cost of the Design Work. The total cost of the Design Work is estimated to be \$88,000 ("Estimated Costs"), as shown on the attached Exhibit B. Receipt of the Estimated Costs by QSTPC is a condition precedent to any obligation to commence the Design Work.

b. Within 60 days following completion of the Design Work, QSTPC shall submit to RCFC&WCD an itemized statement of the actual final costs ("Final Costs") incurred. In the event the Final Costs exceed the Estimated Costs, RCFC&WCD shall pay QSTPC the

difference within 30 days of the date of the itemized statement of costs. In the event the Estimated Costs exceed the Final Costs, RCFC&WCD may choose to have QSTPC either (i) pay RCFC&WCD the difference or (ii) apply such excess amount to any future contractual obligations of RCFC&WCD to QSTPC for relocating the Pipeline.

c. RCFC&WCD may terminate this Agreement for any reason upon 30 days written notice to QSTPC, provided however, that RCFC&WCD shall be obligated to pay any of the Final Costs incurred prior to termination.

3. Notices. All notices concerning this Agreement, other than the day-to-day communications between the Parties, shall be in writing and shall be sent to the relevant address set forth below. The Parties may designate other addressees or addresses by notice to the other Party. A notice shall be deemed effective (a) when given by hand delivery; (b) three days after deposit into the U.S. mail, postage prepaid; or (c) one business day after deposit with commercial overnight delivery service, charges prepaid.

Questar Southern Trails Pipeline Company
Attn: Denton Johnson
P.O. Box 45360
Salt Lake City, Utah 84145-0360

Riverside County Flood
Control and Water
Conservation District
1995 Market Street
Riverside, CA 92501
Attn: Albert Martinez

4. Miscellaneous.

a. In the event of any dispute relating to this Agreement, whether or not the dispute results in litigation, the prevailing Party shall be entitled to recover all costs, including reasonable attorney fees.

b. This Agreement shall be binding upon and shall inure to the benefit of the Parties, and their respective successors and assigns.

c. The provisions of this Agreement are severable, and should any provision be deemed void, unenforceable or invalid, such provision shall not affect the remainder of this Agreement.

d. This Agreement shall be governed by the laws of California.

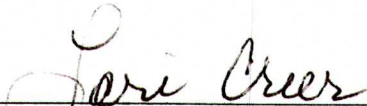
e. Neither Party shall be liable for any failure to perform this Agreement when the failure is due to any cause which is not reasonably within the control of the Party affected. Prompt, detailed notice of any force majeure shall be given by the Party claiming inability to perform. In the event of force majeure, the Parties shall immediately take all reasonable action necessary to abate the cause.

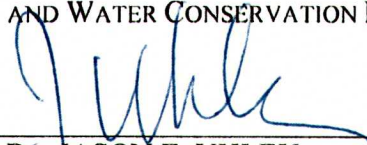
f. Each person signing this Agreement warrants that the person has full legal capacity and authority to execute this Agreement on behalf of the respective Party and to bind such Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

QUESTAR SOUTHERN TRAILS PIPELINE COMPANY

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT


By: LORI CREER
Its: Director, Engineering & Gas Control


By: JASON E. UHLEY
Its: General Manager-Chief Engineer

Relocated Section

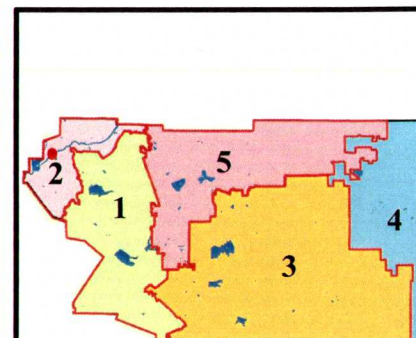
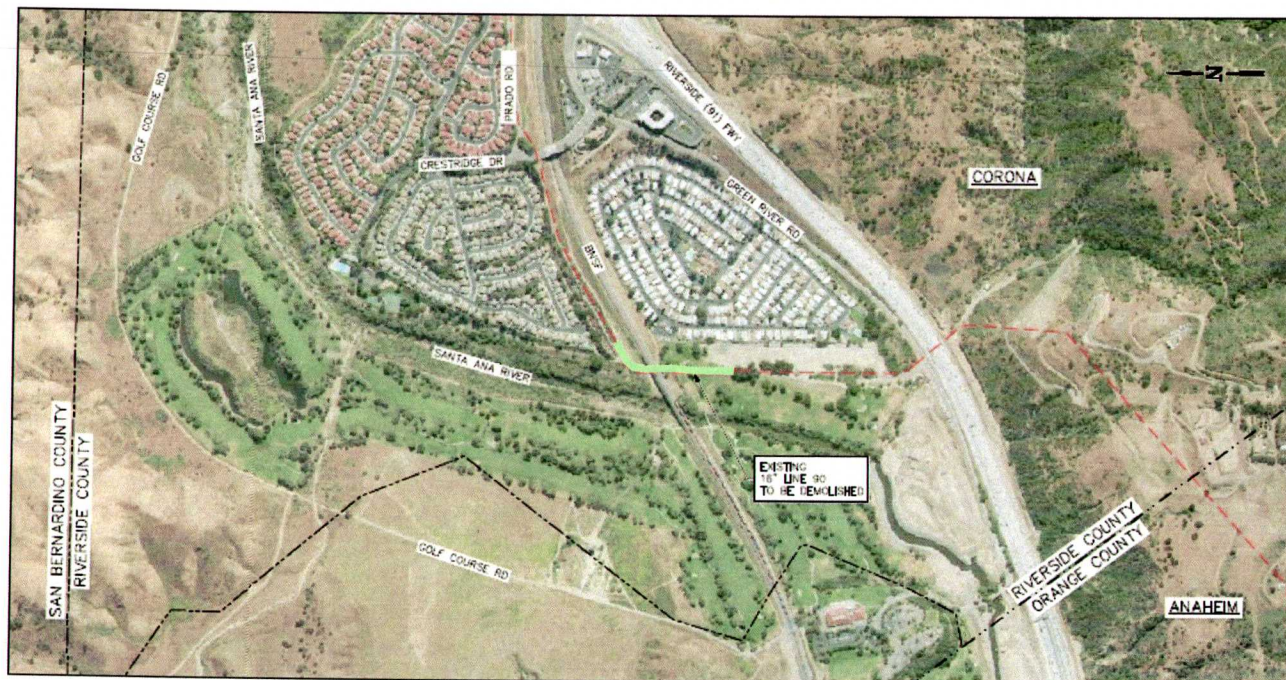
Exhibit A



Exhibit B

Estimated Costs

Engineering Contractor:	\$42,000
Internal Costs and Overhead:	\$26,000
Contingency:	\$20,000
Total:	\$88,000



Supervisor Districts

LEGEND:

- Project Vicinity
- Railroad
- Supervisorial District

DESCRIPTION:

Santa Ana Canyon-Below Prado Dam
BNSF Bridge Protection Project
Project No. 2-0-00105



TERMINATION AGREEMENT
of the Engineering Costs Agreement
(BNSF to Green River Road, Riverside County)
Santa Ana River Below Prado BNSF Bridge Protection Project
(Project No. 2-0-00105)

This Termination Agreement of the Engineering Costs Agreement ("Termination Agreement"), dated as of March 2nd, 2022, is entered into by and between the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), and Questar Southern Trails Pipeline Company, a Utah corporation ("QSTPC"). DISTRICT and QSTPC may be referred to collectively as the "Parties" and singularly as a "Party" all as governed by the context in which such terms are used.

RECITALS

WHEREAS, DISTRICT and QSTPC previously entered into that certain Engineering Costs Agreement dated January 2018, hereinafter called "Engineering Costs Agreement", providing for QSTPC to evaluate the proposed relocation and removal of approximately 900 linear feet of a 16-inch high pressure pipeline ("Pipeline"), which was previously located near Green River Road in Riverside County, California, and installation of approximately 1,000 feet of 16-inch pipe, hereinafter collectively called "PROJECT", in order to avoid potential conflicts between the Pipeline and the BNSF Bridge Protection Project;

WHEREAS, DISTRICT paid QSTPC Eighty-Eight Thousand Dollars (\$88,000.00) in accordance with the Engineering Costs Agreement;

WHEREAS, QSTPC designed the removal of the Pipeline, removed the Pipeline and completed additional design work for the construction of the relocated pipeline segment;

WHEREAS, QSTPC notified DISTRICT in a letter dated February 25, 2021 of QSTPC's intent to discontinue any further relocation work on PROJECT and finalize PROJECT without commencing further construction;

WHEREAS, DISTRICT considers the Eighty-Eight Thousand Dollars (\$88,000.00) the actual final costs incurred;

WHEREAS, DISTRICT and QSTPC have mutually agreed to terminate the Engineering Costs Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Capitalized terms used herein that are not otherwise defined shall have the meanings given to them in the Engineering Costs Agreement.

2. Effective as of the date this Termination Agreement is fully executed by DISTRICT and QSTPC, the Parties agree that the Engineering Costs Agreement between DISTRICT and QSTPC dated January 2018, shall terminate and is hereby cancelled, all rights, powers and obligations of each Party, if any, under the Engineering Costs Agreement shall cease, and forever terminated, and all provisions thereof shall become null and void.

3. QSTPC accepts the Eighty-Eight Thousand Dollars (\$88,000) paid by DISTRICT to QSTPC as payment in full for any Design Work that may have been due under the Engineering Costs Agreement and no further amounts or costs are due under the Engineering Costs Agreement.

4. Each Party agrees to indemnify and hold harmless the other Party from any claims and demands, costs, loss of services, expenses, and compensation in any way arising out of or resulting from the Indemnifying Party's acts or omissions occurring during the term period of and under the Engineering Costs Agreement. In relation to the aforementioned indemnification and hold harmless obligations in this Termination Agreement, neither termination nor expiration of the Engineering Cost Agreement will release any Party from any claims, liability or obligation under this Termination Agreement, whether of indemnity or

otherwise, resulting from any acts or omissions of the Indemnifying Party or events as result of the Indemnifying Party's acts or omission that occurred prior to the date of termination or expiration of the Engineering Cost Agreement.

5. QSTPC hereby discharges and releases DISTRICT, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives, from any actions, causes of action, claims and demands, costs, loss of services, expenses, and compensation on account of or in any way growing out of any known and unknown injuries resulting or that may result from or by reason of DISTRICT's obligations in the Engineering Costs Agreement. QSTPC agrees that all rights under California Civil Code § 1542 and under any other applicable, similar law are expressly waived. California Civil Code § 1542 reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

 Initials

6. Each Party represents and warrants to the other Party that the Party has read and understood the Termination Agreement with the releases and indemnification provisions and that each Party has had the legal effect of this Termination Agreement explained by competent legal counsel of that Party's own choice and that each Party is executing this Termination Agreement of that Party's own free will.

7. To the maximum extent possible, each provision of this Termination Agreement will be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Termination Agreement is prohibited by, or held to be invalid under, applicable law, such provision will be ineffective solely to the extent of such prohibition or invalidity and the remainder of the provision will be enforceable.

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

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
1995 Market Street
Riverside, CA 92501
Attn: Federal Projects Section

QUESTAR SOUTHERN TRAILS
PIPELINE COMPANY
Post Office Box 45360
Salt Lake City, UT 84145-0360
Attn: Denton Johnson

9. This Termination Agreement may be executed in one or more counterparts, each of which will be deemed to be an original of this Termination Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

10. Each Party represents and warrants that the person who signs below on behalf of that Party has authority to execute this Termination Agreement on behalf of such Party and to bind such Party to this Termination Agreement. Any written notice required to be given under the terms of this Termination Agreement shall be given in accordance with the terms of this Termination Agreement.

11. This Termination Agreement contains the entire agreement between the Parties regarding the matters covered in this Termination Agreement. There have been no other statements, promises, or representations made by the Parties that are intended to alter, modify, or complement this Termination Agreement.

12. This Termination Agreement is governed and construed in accordance with the laws of the State of California. Any action at law or in equity brought by either of the Parties hereto for the purpose of enforcing a right or rights provided for by this Termination Agreement

shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the Parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

IN WITNESS WHEREOF, the Parties hereto have caused this Termination Agreement to be executed and attested by its duly qualified and authorized officials as of the day and year first above written.

//

//

[Signature pages to follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Termination


Agreement on 3/2/2022
(to be filled in by General Manager-Chief Engineer)

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

By 
JASON E. UHLEY
General Manager-Chief Engineer

APPROVED AS TO FORM:

GREGORY P. PRIAMOS
County Counsel

By 
SYNTHIA M. GUNZEL
Chief Deputy County Counsel

Termination Agreement of the Engineering Costs Agreement
(BNSF to Green River Road, Riverside County)
Santa Ana River Below Prado BNSF Bridge Protection Project
(Project No. 2-0-00105)
12/16/21
RMI:blm

**QUESTAR SOUTHERN TRAILS PIPELINE
COMPANY,**
a Utah Corporation

By Jeannie M. Verkonich
Name: Jeannie M. Verkonich
Title: Director Operations + Train Control

By _____
Name: _____
Title: _____

Termination Agreement of the Engineering Costs Agreement
(BNSF to Green River Road, Riverside County)
Santa Ana River Below Prado BNSF Bridge Protection Project
(Project No. 2-0-00105)
12/16/21
RMI:blm

PIPELINE RELOCATION AGREEMENT
(BNSF to Green River Road, Riverside County)

This Pipeline Relocation Agreement (Agreement) is entered into this 22nd day of May, 2018 between Questar Southern Trails Pipeline Company, a Utah corporation (QSTP) and Riverside County Flood Control and Water Conservation District, a body politic, (RCFC&WCD). QSTP and RCFC&WCD may be referred to collectively as the "Parties" and singularly as a "Party" all as governed by the context in which such terms are used.

RECITALS

A. QSTP owns and operates a 16-inch high pressure pipeline (the Pipeline) built within a private right-of-way grant and is located near Green River Road in Riverside County, California.

B. The U.S. Army Corps of Engineers (USACE) desires to increase the peak outflow capability of Prado Dam in Riverside County by raising the embankment of the dam and constructing new outlet works. As a result of the increased peak outflow, pier and abutment protection is required at BNSF's Bridge 30.2 on the San Bernardino Subdivision.

C. The RCFC&WCD is partnered with the USACE to provide protection for Santa Ana Canyon Below Prado Dam within Riverside County. RCFC&WCD, as local sponsor for this Project, shall be responsible for relocation of utilities.

D. The Pipeline, in its current location, interferes with the proposed flood control project (the Project). In order to avoid potential conflicts between the Pipeline and the Project, Parties desire to relocate the Pipeline according to the terms and in one of the three location options identified in this Agreement.

OPERATIVE PROVISIONS

1. Scope of Work. QSTP will complete the work contemplated under this Agreement in two phases.

a. "Phase I Work" shall include the following work by QSTP:

- i. design engineering associated with removal of the Removed Section and preliminary activities related to installation of the Relocated Section (each defined below);
- ii. cut and cap the existing Pipeline and remove approximately 985 linear feet of the Pipeline, as shown on the attached Exhibit A, incorporated by this reference (Removed Section); and
- iii. removal and disposal of the Removed Section; and
- iv. clean-up for the Removed Section.
- v. preliminary design and engineering analysis to select route of Relocated Section (defined below).

1. QSTP may commence preliminary activities in anticipation of constructing the Relocated Section, including but not limited to assessing the feasibility of constructing a high pressure natural gas pipeline within two proposed alignment corridors (Route Options); design engineering; environmental surveys and other environmental

costs; property surveys; and evaluation of right-of-way and/or permit acquisition, if any.

2. QSTP, in its sole discretion, may determine which of the Route Options, as set forth in the attached Exhibit B, incorporated by reference, provides a feasible location for Phase II Work.

b. "Phase II Work" shall include the following work by QSTP:

- i. installation of between 1,039 and 2,114 feet of 16-inch pipe (Relocated Section) to follow one of the Route Options; and
- ii. survey and staking/markings for the location of the Relocated Section; and
- iii. procurement of materials; and
- iv. trenching or boring; and
- v. backfill, compaction, and clean-up for the Relocated Section.

c. QSTP shall obtain any and all necessary governmental permits and/or approvals required to perform the Phase I Work and Phase II Work when necessary.

d. Phase I Work and Phase II Work may be collectively referred to herein as the "Relocation Work"

2. Phase I of the Project.

a. *Conditions Precedent.* QSTP's obligations to begin the Phase I Work under this Agreement are conditioned upon the following:

- i. QSTP's ability to obtain necessary approvals to complete the Phase I Work.
- ii. QSTP's ability to timely engage a contractor.
- iii. Receipt by QSTP of payment of the Phase I Estimated Costs from RCFC&WCD.

b. *Estimated Costs.* QSTP estimates the costs of the Phase I Work to be \$751,000 (Phase I Estimated Costs), as shown on the attached Exhibit C, incorporated by reference. This estimate is based upon prices of material and labor as of March 20, 2018, and does not account for increases due to unknown and unforeseen circumstances, including but not limited to, delays in accomplishing the Phase I Work, contaminated soils, and rock trenching.

c. *Payment of Estimated Costs.* RCFC&WCD shall be responsible to pay the full, actual costs incurred by QSTP for the Phase I Work, including but not limited to costs of materials, construction, installation, engineering, procuring rights-of-way, complying with terms of rights-of-way, environmental costs, weather-related costs, and QSTP personnel costs and overhead. Within seven calendar days of execution of this Agreement, RCFC&WCD shall pay the Phase I Estimated Costs to QSTP.

d. *True-up to Actual Costs.* Within 120 days following completion of the Phase I Work, QSTP shall submit to RCFC&WCD an itemized statement of the final, actual costs incurred (Final Phase I Costs). In the event that the Final Phase I Costs exceed the Phase I Estimated Costs, RCFC&WCD shall pay the additional amount required to QSTP within 30 days after receipt of the itemized statement. If the Final Phase I Costs are less than the Phase I Estimated Costs, QSTP shall refund the difference to RCFC&WCD within 30 days after receipt of the itemized statement. Any undisputed, past due amounts shall bear interest at the rate of 6% per annum.

e. *Cancellation.* If the Phase I conditions precedent are not satisfied within one year following the effective date of this Agreement or if the Phase I Work has not commenced within one year following the effective date and such delay is due to RCFC&WCD or its agents or contractors, QSTP may, at its option, cancel this Agreement and RCFC&WCD shall be entitled to a refund of any funds within fifteen (15) business days of the termination date of this Agreement.

f. *Schedule.* QSTP will take reasonable steps to ensure the Phase I Work is commenced within a reasonable time after execution of this Agreement. QSTP will notify RCFC&WCD at least 48 hours in advance of beginning the Phase I Work. QSTP may adjust its schedules without notice as required to handle emergencies on its system, after which it will informally notify RCFC&WCD as to when the Phase I Work will be resumed.

g. *Right-of-Way and Access.* The Phase I Work shall be conducted largely pursuant to QSTP's existing easement rights. For any part of the Phase I Work located outside of the BNSF right-of-way, RCFC&WCD shall provide to QSTP, or shall obtain on QSTP's behalf, temporary easement rights to perform the Phase I Work.

3. Phase II of the Project.

a. *Timing.* Within 10 years of the date of this Agreement, QSTP will notify RCFC&WCD of its intention to complete the Phase II Work pursuant this Agreement (Phase II Notice).

b. *Location.* The Phase II Notice shall identify which of the Route Options QSTP has selected, in its sole discretion, for installation of the Relocated Section.

c. *Estimated Costs.* The Phase II Notice shall include an updated estimate of the costs to complete the Phase II Work (Phase II Estimated Costs).

d. *Payment Schedule.* RCFC&WCD shall be responsible to pay the full, actual costs incurred by QSTP for the Phase II Work, including but not limited to costs of materials, construction, installation, engineering, procuring rights-of-way, complying with terms of rights-of-way, environmental costs, weather-related costs, [tax consequences related to the contribution in aid of the construction], and QSTP personnel costs and overhead. RCFC&WCD will pay to QSTP the Phase II Estimated Costs in accordance with the following schedule:

- i. Within 30 days following receipt of the Phase II Notice, RCFC&WCD shall pay QSTP the first payment of 25% of the Phase II Estimated Costs.
- ii. Within 90 days following receipt of the Phase II Notice, RCFC&WCD shall pay QSTP the second payment of 50% of the Phase II Estimated Costs
- iii. Within 120 days following receipt of the Phase II Notice, RCFC&WCD shall pay QSTP the third and final payment of 25% of the Phase II Estimated Costs.

e. *True-up of Actual Costs.* Within 120 days following completion of the Phase II Work, QSTP shall submit to RCFC&WCD an itemized statement of the final, actual costs incurred (Final Phase II Costs). In the event that the Final Phase II Costs exceed the Phase II Estimated Costs, RCFC&WCD shall pay the additional amount required to QSTP within 30 days after receipt of the itemized statement. If the Final Phase II Costs are less than the Phase II Estimated Costs,

QSTP shall refund the difference to RCFC&WCD within 30 days after receipt of the itemized statement. Any undisputed, past due amounts shall bear interest at the rate of 6% per annum.

f. *Right-of-Way and Access.* For any part of the Phase II Work located outside of the BNSF right-of-way, RCFC&WCD shall provide to QSTP, or shall obtain on QSTP's behalf, a Right-of-Way and Easement Grant with the same language as the existing right-of-way and easement grant or in substantially the form attached as Exhibit D, incorporated by reference. QSTP shall submit an application with BNSF for the necessary rights to cross the railroad for the Phase II Work.

4. Increased Cost Procedure for Phase I and Phase II Work. During the course of the Relocation Work, the following shall apply regarding payments due to QSTP:

a. QSTP shall notify RCFC&WCD as soon as reasonably practicable if conditions change or circumstances occur that may increase the costs of the Relocation Work ("Increased Costs") by more than five percent (5%) of the amount of either the Phase I Estimated Costs or the updated Phase II Estimated Costs as provided under the Phase II Notice (collectively the "Estimated Costs"). The Parties will work cooperatively to address the potential increase and to identify if any cost savings on the Relocation Work can be made to keep the costs at or under the Estimated Costs amount.

b. In the event the costs will increase despite the cooperative efforts of the Parties, QSTP shall submit to RCFC&WCD a detailed statement of the increased costs within ten (10) business days, or as otherwise agreed upon by the Parties, after such notice for the Increased Costs has been given by QSTP. After an invoice is submitted to RCFC&WCD, then RCFC&WCD will pay such Increased Costs within 45 days unless RCFC&WCD Board approval is required for payment of such Increased Cost. In the event that RCFC&WCD needs to submit to its Board for approval of the Increased Cost, then the RCFC&WCD will work diligently to obtain approval and shall pay the invoice within 45 days after the Board has approved such matter.

5. Notices. All notices concerning this Agreement, other than the day-to-day communications between the Parties, shall be in writing and shall be sent to the relevant address set forth below. The Parties may designate other addressees or addresses by notice to the other Party. A notice shall be deemed effective (a) when given by hand delivery; (b) three days after deposit into the U.S. mail, postage prepaid; or (c) one business day after deposit with commercial overnight delivery service, charges prepaid.

Questar Southern Trails Pipeline Company
Attn: Director of Engineering and Gas Control
333 South State Street
Post Office Box 45360
Salt Lake City, UT 84145-0360

Riverside County Flood Control and Water
Conservation District
Attn: Albert Martinez
1995 Market Street
Riverside, CA 92501

6. Miscellaneous.

a. *Assignment.* Any entity which shall merge or consolidate with QSTP, or acquire by purchase substantially all of the assets of QSTP or a portion of the assets which includes the Removed and/or Relocated Sections of the Pipeline, shall be subject to the obligations of its predecessor to this Agreement, and QSTP may assign this Agreement to such successor-in-

interest or affiliates. Except as set forth in the preceding sentence, the rights and obligations contained in this Agreement shall not be assigned by either Party without the express prior written consent of the other Party. This Agreement shall be binding upon and inure to the benefit of any successors or assigns to the original parties to this Agreement. Any assignment or transfer of this Agreement shall not relieve either Party of any obligations to the other Party incurred prior to such assignment or transfer.

b. *Severability.* If any provision or part of a provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, but this Agreement shall be construed as if it did not contain such invalid, illegal, or unenforceable provision. Each provision shall be deemed to be enforceable to the fullest extent available under applicable law.

c. *Choice of Law.* This Agreement shall be governed by the laws of California.

d. *Force Majeure.* Except for payment of amounts due, neither Party shall be liable for any failure to perform this Agreement, when the failure is due to any cause which is not reasonably within the control of such Party. Prompt, detailed notice of the force majeure shall be given to the other Party. In the event of force majeure, such Party shall immediately take all necessary action to abate the cause.

e. *Captions.* The titles and captions to each of the various sections in this Agreement are included for convenience or reference only and shall have no effect on, or be deemed as part of the text of this Agreement.

f. *Authority.* Each person signing this Agreement warrants that the person has full legal capacity and authority to execute this Agreement on behalf of the respective Party and to bind such Party.

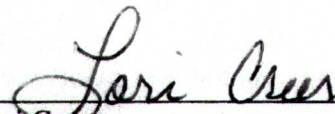
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{Signature Page Follows}

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

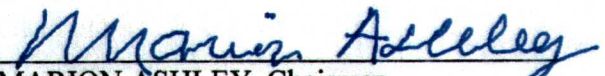
**QUESTAR SOUTHERN TRAILS PIPELINE
COMPANY**


By: Lori Creef
Its: Authorized Representative

RECOMMENDED FOR APPROVAL:

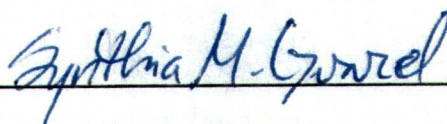
By 
JASON E. UHLEY
General Manager-Chief Engineer

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

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

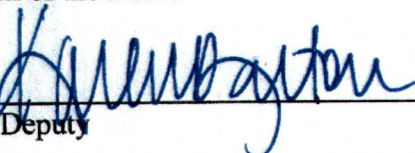
APPROVED AS TO FORM:

GREGORY P. PRIAMOS
County Counsel

By 
SYNTHIA M. GUNZEL
Chief Deputy County Counsel

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

By 
Deputy

(SEAL)

AMR:blm
05/08/18

EXHIBIT A
(Removed Section)

THIS EXHIBIT A (Exhibit A) is part of and subject to the Pipeline Relocation Agreement by and between Questar Southern Trails Pipeline Company (QSTP) and Riverside County Flood Control and Water Conservation District (RCFC&WCD) effective _____, 2018 (Agreement). Capitalized terms used but not defined in this Exhibit A have the meanings assigned them in the Agreement.

[illegible]

Santa Ana River Below Prado Dam BNSF Bridge
Project Project No. 2-0-00105

Project Project No. 2-0-00105

EXHIBIT B
(Location Options for Relocated Pipeline)

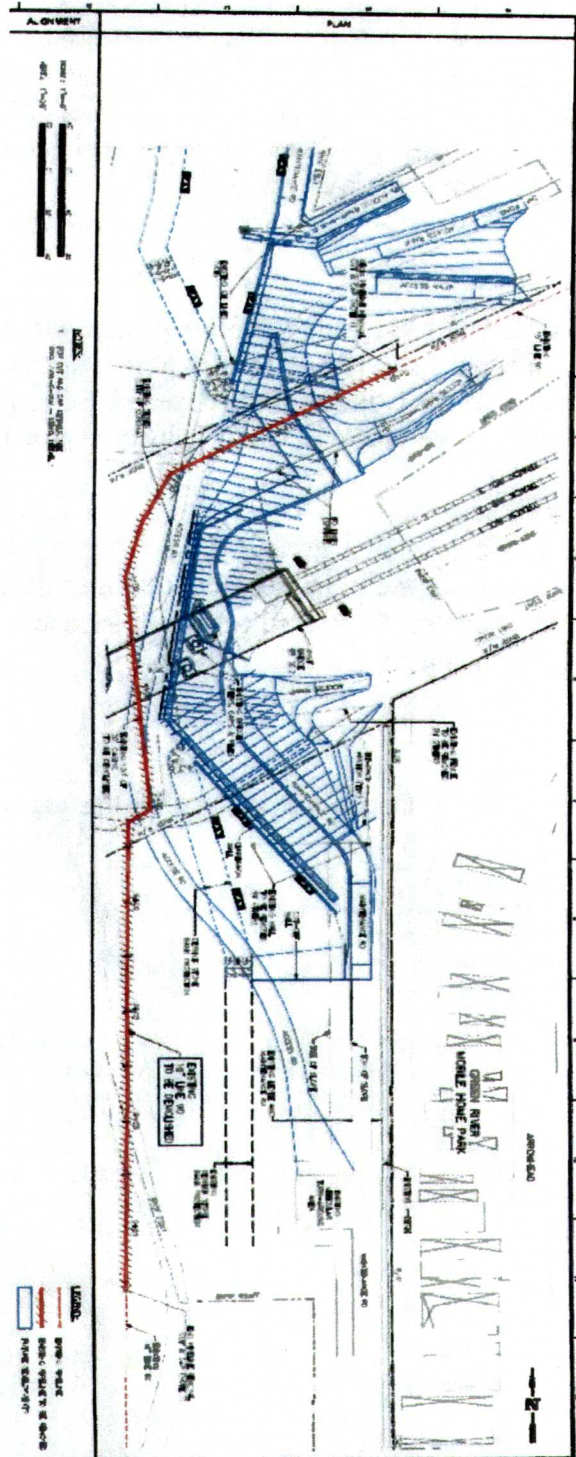
THIS EXHIBIT B (Exhibit B) is part of and subject to the Pipeline Relocation Agreement by and between Questar Southern Trails Pipeline Company (QSTP) and Riverside County Flood Control and Water Conservation District (RCFC&WCD) effective _____, 2018 (Agreement). Capitalized terms used but not defined in this Exhibit B have the meanings assigned them in the Agreement.

Phase 2 – Option 1

- April 2018 Estimated Cost: \$1,981,000 (Subject to change without notice)
- installation of approximately 1,039 feet of 16-inch pipe which is anticipated to include a new BNSF railroad crossing which will be installed per BNSF requirements, as shown on the drawing on the following page marked Option 1, incorporated by this reference (Relocated Section); and
- restoration of levee wall; and
- trenching or boring, procurement of materials; and
- survey and staking/markings for the location of the Relocated Section; and
- installation of the Relocated Section, backfill, compaction; and,
- nitrogen pack the remaining pipeline; and
- clean-up for the Relocated Section.

[Insert Option 1 Drawing after this page]

Exhibit B



REIMBURSEMENT AGREEMENT

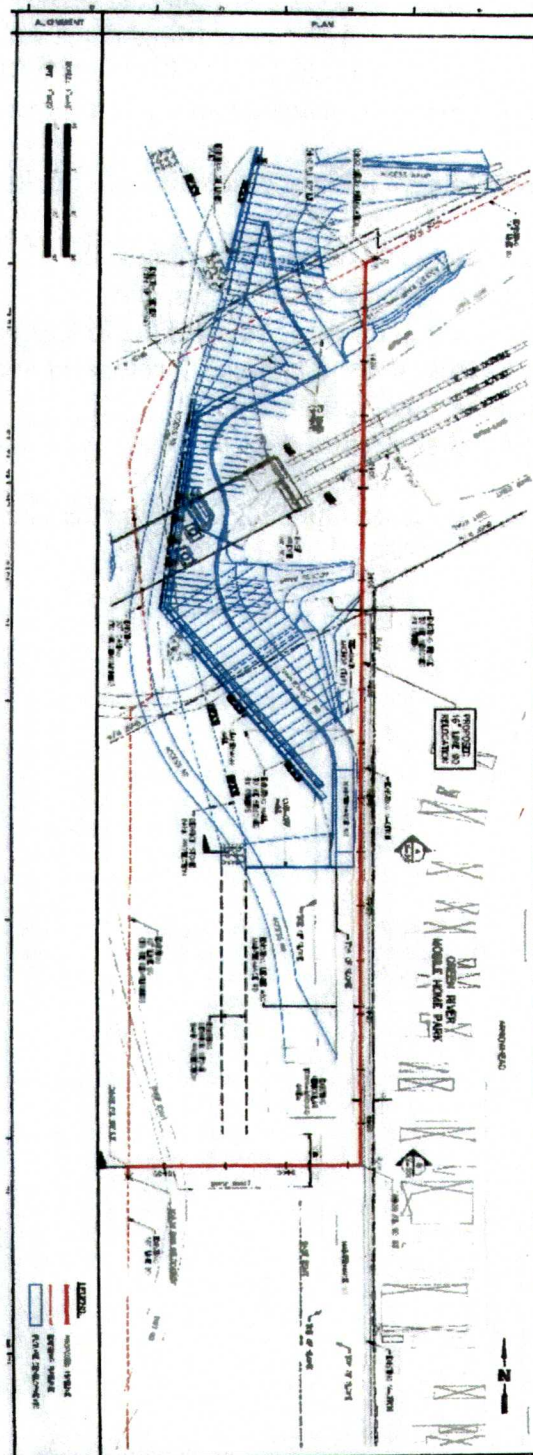
Santa Ana River Below Prado Dam BNSF Bridge Project
Project No. 2-0-00105 p
Option 1

Phase 2 – Option 2

- April 2018 Estimated Cost: \$3,321,000 (Subject to change without notice)
- installation of approximately 2,114 feet of 16-inch pipe which is anticipated to include a new BNSF railroad crossing which will be installed per BNSF requirements, as shown on the drawing on the following page marked Option 2, incorporated by this reference (Relocated Section); and
- retirement of approximately 1,727 additional feet of the Pipeline with associated cutting and capping; and
- removal of approximately 100 feet of 20" casing with 16" pipe; and
- trenching or boring, procurement of materials; and
- survey and staking/marketing for the location of the Relocated Section; and
- installation of the Relocated Section, backfill, compaction; and,
- nitrogen pack the remaining pipeline; and
- clean-up for the Relocated Section.

[Insert Option 2 Drawing after this page]

Exhibit B



REIMBURSEMENT AGREEMENT

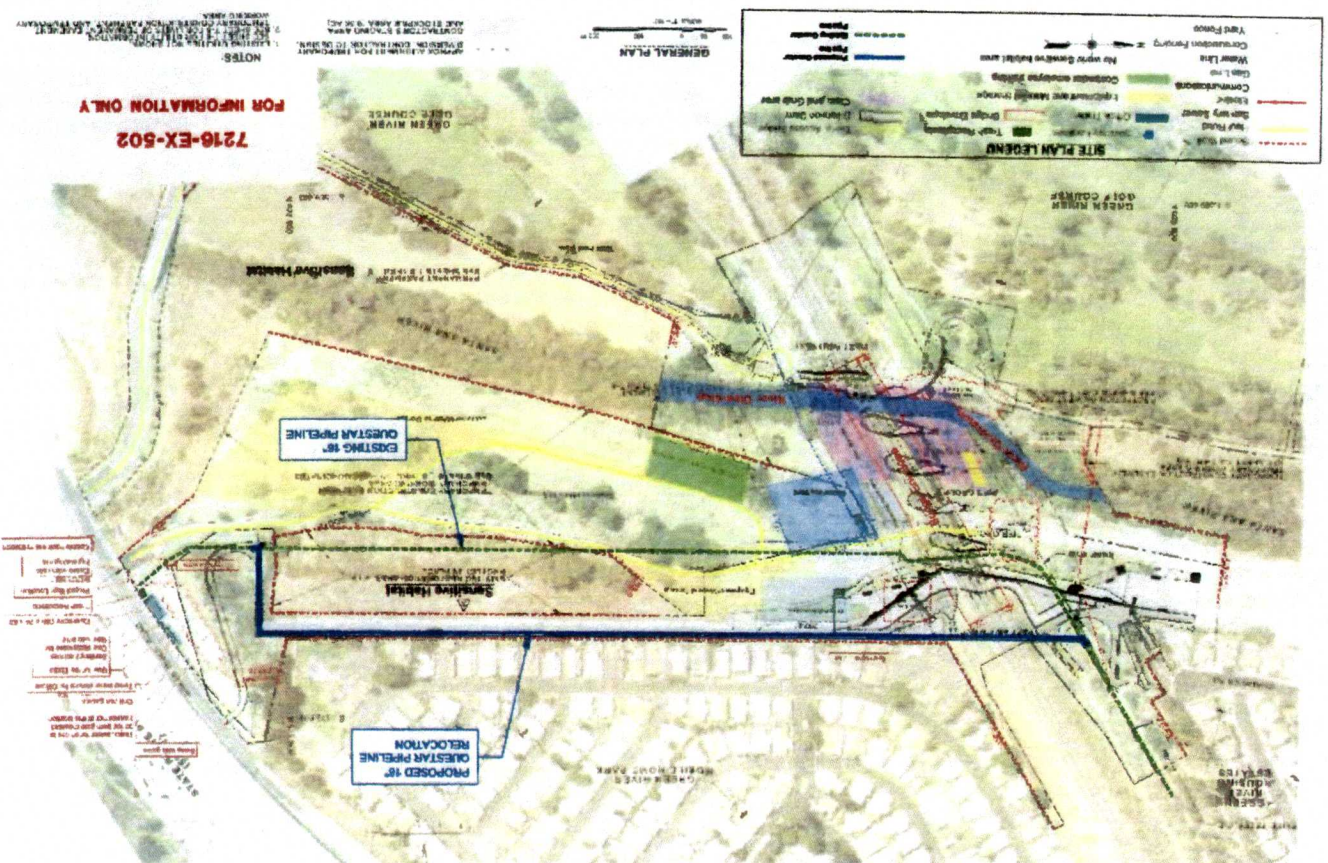
Santa Ana River Below Prado Dam BNSF Bridge Project
 Project No. 2-0-00105
 Option 2

Phase 2 – Option 2a

- April 2018 Estimated Cost: \$3,284,000 (Subject to change without notice)
- installation of approximately 2,114 feet of 16-inch pipe which is anticipated to include a new BNSF railroad crossing which will be installed per BNSF requirements, as shown on the drawing on the following page marked Option 2a, incorporated by this reference (Relocated Section); and
- slurry filling approximately 1,827 additional feet of the Pipeline with associated cutting and capping; and
- trenching or boring, procurement of materials; and

[Insert Option 2a Drawing after this page]

Exhibit B



REIMBURSEMENT AGREEMENT

Santa Ana River Below Prado Dam BNSF Bridge Project

Project No. 2-0-00105

Option 2a

EXHIBIT C
(Phase I Estimated Costs)

THIS EXHIBIT C (Exhibit C) is part of and subject to the Pipeline Relocation Agreement by and between Questar Southern Trails Pipeline Company (QSTP) and Riverside County Flood Control and Water Conservation District (RCFC&WCD) effective _____, 2018 (Agreement). Capitalized terms used but not defined in this Exhibit C have the meanings assigned them in the Agreement.

Exhibit C

Estimated Costs

Construction Contractor:	\$403,263
Internal Costs and Overhead:	\$249,837
Contingency:	\$97,900
Total:	\$751,000

EXHIBIT D
(Form Right of Way and Easement Grant)

WHEN RECORDED MAIL TO:

Questar Southern Trails Pipeline Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360

Space above for County Recorder's use
PARCEL I.D. # XXXX-XX-XXXX

RIGHT-OF-WAY AND EASEMENT GRANT
UT XXXXXXX

_____, a corporation of the State of ____, Grantor, does hereby convey and warrant to QUESTAR SOUTHERN TRAILS PIPELINE COMPANY, a corporation of the State of Utah, Grantee, its successors and assigns, for the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, a right-of-way and easement 30 feet in width to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace pipelines, valves, valve boxes, cathodic monitoring and mitigation facilities, and other gas transmission and distribution facilities (hereinafter collectively called "Facilities"), said right-of-way being situated in the County of _____, State of California, and more particularly described as follows, to-wit:

Land of the Grantor located in Section __, Township __, Range __;

the centerline of said right-of-way and easement shall extend through and across the above-described land and premises as follows, to-wit:

[Description]

TO HAVE AND TO HOLD the same unto said QUESTAR SOUTHERN TRAILS PIPELINE COMPANY, its successors and assigns, so long as such facilities shall be maintained, with the right of ingress and egress to and from said right-of-way to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace the same. This right-of-way and easement shall carry with it the right to use any available access road(s) for the purpose of conducting the foregoing activities. During temporary periods, Grantee may use such portion of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, alteration, removal or replacement of the Facilities. Grantor shall have the right to use said premises except for the purposes for which this right-of-way and easement is granted to Grantee, provided such use does not interfere with the Facilities or any other rights granted to Grantee hereunder.

Without limiting the generality of the foregoing, Grantor does hereby covenant, warrant and agree as follows:

1. Grantor shall not build or construct, nor permit to be built or constructed, over or across the right-of-way, any building, retaining walls, rock walls, footings or improvement which impairs the maintenance or operation of the Facilities.

2. Grantor shall not cause or allow any subsurface structures, excavations, improvements, or other changes that could impair the rights granted to Grantee hereunder, including but not limited to reduction of subsurface or lateral support of the Facilities.

3. Grantor shall not change the contour within the right-of-way without prior written consent of Grantee.

4. Grantor shall not plant, or permit to be planted, any deep rooted trees, or any vegetation with roots that may damage the Facilities, within the right-of-way, without prior written consent of Grantee.

5. Grantor shall not place personal property within the right-of-way that impairs the maintenance or operation of the Facilities.

6. Grantee shall have the right to cut and remove timber, trees, brush, overhanging branches, landscaping and improvements or other obstructions of any kind and nature which may injure or interfere with Grantee's use, occupation or enjoyment of this easement and right-of-way, without liability to Grantor, and without any obligation of restoration or compensation.

This right-of-way shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee.

It is hereby understood that any parties securing this grant on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereunto affixed this ____ day of _____, 20____.

ATTEST:

CUSTOMER NAME

John Doe, Secretary

By: _____
Jane Doe, President

(SEAL)

STATE OF CALIFORNIA)

) ss.

COUNTY OF _____)

On the _____ day of _____, 20____ personally appeared before me
, and _____ who, being duly sworn, did say that they are the _____ and
, respectively, of _____, and that the foregoing instrument was signed on behalf of
said corporation by authority of a resolution of its Board of Directors or its Bylaws, and said _____ and
acknowledged to me that said corporation duly executed the same.

Notary Public

TERMINATION AGREEMENT
of the Pipeline Relocation Agreement
(BNSF to Green River Road, Riverside County)
Santa Ana River Below Prado BNSF Bridge Protection Project
(Project No. 2-0-00105)

This Termination Agreement of the Pipeline Relocation Agreement ("Termination Agreement"), dated as of 3/2, 2022, is entered into by and between the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), and Questar Southern Trails Pipeline Company, a Utah corporation ("QSTPC" or "QSTP"). DISTRICT and QSTPC may be referred to collectively as the "Parties" and singularly as a "Party" all as governed by the context in which such terms are used.

RECITALS

WHEREAS, DISTRICT and QSTPC previously entered into that certain Pipeline Relocation Agreement dated May 22, 2018, hereinafter called "Relocation Agreement", providing for QSTPC to relocate approximately 985 linear feet of a 16-inch high pressure pipeline ("Pipeline"), which was previously located near Green River Road in Riverside County, California, hereinafter called "PROJECT", in order to avoid potential conflicts between the Pipeline and the BNSF Bridge Protection Project;

WHEREAS, DISTRICT paid QSTPC Seven Hundred Fifty-One Thousand Dollars (\$751,000.00) in accordance with the Relocation Agreement;

WHEREAS, QSTPC designed the removal of the Pipeline, removed the Pipeline and completed additional design work for the construction of the relocated pipeline segment;

WHEREAS, QSTPC notified DISTRICT in a letter dated February 25, 2021 of QSTPC's intent to discontinue any further relocation work on PROJECT and finalize PROJECT without commencing further construction;

WHEREAS, DISTRICT and QSTPC have mutually agreed to terminate the Relocation Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Capitalized terms used herein that are not otherwise defined shall have the meanings given to them in the Relocation Agreement.

2. Effective as of the date this Termination Agreement is fully executed by DISTRICT and QSTPC, the Parties agree that the Relocation Agreement between DISTRICT and QSTPC dated May 22, 2018, shall terminate and is hereby cancelled, all rights, powers and obligations of each Party, if any, under the Relocation Agreement shall cease, and forever terminated, and all provisions thereof shall become null and void.


3. QSTPC accepts Four Hundred Forty-Five Thousand Three Hundred Thirty-Four Dollars and Sixty-Two Cents (\$445,334.62) as payment in full for the final, actual costs incurred by QSTPC for Phase I Work. No later than 30 calendar days after the date this Termination Agreement is fully executed by DISTRICT and QSTPC, QSTPC shall refund DISTRICT Three Hundred Five Thousand Six Hundred Sixty-Five Dollars and Thirty-Eight Cents (\$305,665.38), which is the difference between the Phase I Estimated Costs that was paid by District to QSTPC and the final, actual costs incurred by QSTPC for Phase I Work.

4. Each Party agrees to indemnify and hold harmless the other Party from any claims and demands, costs, loss of services, expenses, and compensation in any way arising out of or resulting from the Indemnifying Party's acts or omissions occurring during the term period of and under the Relocation Agreement. In relation to the aforementioned indemnification and hold harmless obligations in this Termination Agreement, neither termination nor expiration of the Relocation Agreement will release any Party from any claims, liability or obligation under this Termination Agreement, whether of indemnity or otherwise, resulting from any acts or

omissions of the Indemnifying Party or events as result of the Indemnifying Party's acts or omission that occurred prior to the date of termination or expiration of the Relocation Agreement.

5. QSTPC hereby discharges and releases DISTRICT, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives, from any actions, causes of action, claims and demands, costs, loss of services, expenses, and compensation on account of or in any way growing out of any known and unknown injuries resulting or that may result from or by reason of DISTRICT's obligations in the Relocation Agreement. QSTPC agrees that all rights under California Civil Code § 1542 and under any other applicable, similar law are expressly waived. California Civil Code § 1542 reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

 Initials

6. Each Party represents and warrants to the other Party that the Party has read and understood the Termination Agreement with the releases and indemnification provisions and that each Party has had the legal effect of this Termination Agreement explained by competent legal counsel of that Party's own choice and that each Party is executing this Termination Agreement of that Party's own free will.

7. To the maximum extent possible, each provision of this Termination Agreement will be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Termination Agreement is prohibited by, or held to be invalid under, applicable law, such provision will be ineffective solely to the extent of such prohibition or invalidity and the remainder of the provision will be enforceable.

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

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
1995 Market Street
Riverside, CA 92501
Attn: Federal Projects Section

QUESTAR SOUTHERN TRAILS
PIPELINE COMPANY
Post Office Box 45360
Salt Lake City, UT 84145-0360
Attn: Denton Johnson

9. This Termination Agreement may be executed in one or more counterparts, each of which will be deemed to be an original of this Termination Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

10. Each Party represents and warrants that the person who signs below on behalf of that Party has authority to execute this Termination Agreement on behalf of such Party and to bind such Party to this Termination Agreement. Any written notice required to be given under the terms of this Termination Agreement shall be given in accordance with the terms of this Termination Agreement.

11. This Termination Agreement contains the entire agreement between the Parties regarding the matters covered in this Termination Agreement. There have been no other statements, promises, or representations made by the Parties that are intended to alter, modify, or complement this Termination Agreement.

12. This Termination Agreement is governed and construed in accordance with the laws of the State of California. Any action at law or in equity brought by either of the Parties hereto for the purpose of enforcing a right or rights provided for by this Termination Agreement

shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the Parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

IN WITNESS WHEREOF, the Parties hereto have caused this Termination Agreement to be executed and attested by its duly qualified and authorized officials as of the day and year first above written.

//

//

[Signature pages to follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Termination


Agreement on 3/2/2022
(to be filled in by General Manager-Chief Engineer)

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

By 
JASON E. UHLEY
General Manager-Chief Engineer

APPROVED AS TO FORM:

GREGORY P. PRIAMOS
County Counsel

By 
SYNTHIA M. GUNZEL
Chief Deputy County Counsel

Termination Agreement of the Pipeline Relocation Agreement
(BNSF to Green River Road, Riverside County)
Santa Ana River Below Prado BNSF Bridge Protection Project
(Project No. 2-0-00105)
12/16/21
RMI:blm

**QUESTAR SOUTHERN TRAILS PIPELINE
COMPANY,**

a Utah Corporation

By Jeannie M. YerkovichName: Jeannie M. YerkovichTitle: Director Operations + Graz Control

By _____

Name: _____

Title: _____

Termination Agreement of the Pipeline Relocation Agreement
(BNSF to Green River Road, Riverside County)
Santa Ana River Below Prado BNSF Bridge Protection Project
(Project No. 2-0-00105)
12/16/21
RMI:blm