

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



ITEM: 11.2
(ID # 21437)

MEETING DATE:

Tuesday, April 04, 2023

FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Adoption of Resolution No. F2023-10, Authorization to Convey an Aerial Easement Interest in Real Property Over a Portion of Assessor's Parcel Numbers 461-160-022 and 461-160-028, Respectively Referenced as RCFC Parcel Numbers 4110-6 and 4110-9, to Southern California Edison Company, by Easement Deed, Salt Creek Channel, Project No. 4-0-00110, Nothing Further is Required Under CEQA or CEQA Exempt per State CEQA Guidelines Section 15061(b)(3), District 3. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the authorization to convey an easement interest will not have a significant adverse effect on the environment and that any potentially significant environmental effects have been adequately analyzed in the Environmental Impact Report (EIR) (SCH# 2008011082) prepared by the California Public Utilities Commission (CPUC) for the Valley-Ivyglen and Alberhill Projects and certified by the Lead Agency;

Continued on Page 2

ACTION: 4/5 Vote Required, Policy

Jason Uhley, GENERAL MGR.-CHF FLD CNTRL ENG

3/22/2023

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: April 4, 2023
xc: Flood

Kimberly A. Rector
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. Adopt Resolution No. F2023-10, Authorization to Convey an Aerial Easement Interest in Real Property over a Portion of Assessor's Parcel Numbers 461-160-022 and 461-160-028, respectively referenced as RCFC Parcel Numbers 4110-6 and 4110-9, to Southern California Edison Company, by Easement Deed, Salt Creek Channel, Project No. 4-0-00110;
3. Authorize the Chair of the Riverside County Flood Control and Water Conservation District's ("District") Board of Supervisors to execute the Purchase and Sale Agreement on behalf of the District;
4. Authorize the Chair of the District's Board of Supervisors to execute the Easement Deed in favor of Southern California Edison Company; and
5. Authorize the General Manager-Chief Engineer or his designee to execute any other related documents and administer all actions necessary to complete this transaction.

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:	22/23

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On August 2, 2022, the District's Board of Supervisors approved Minute Order 11.5 to adopt Resolution No. Resolution No. F2022-23, Notice of Intent to Convey Easement Interest Within a Portion of District-Owned Real Property Within a Portion of Assessor's Parcel Numbers 461-160-022 and 461-160-028, Respectively Referenced as RCFC Parcel Nos. 4110-6 and 4110-9, to Southern California Edison Company by Easement Deed, Salt Creek Channel.

The District owns fee title interest in real property located in the County of Riverside, identified as Assessor's Parcel Numbers 461-160-022 and 461-160-028, respectively referenced as RCFC Parcel Numbers 4110-6 and 4110-9 ("District ROW"). These properties run parallel to Leon Road between Olive Avenue and Domenigoni Parkway, known as the Salt Creek Channel.

Southern California Edison Company, a California publicly regulated private utility company, (SCE) is currently in the process of procuring the necessary right of way for an electric subtransmission line reaching over 27 miles from the Valley Substation in the city of Menifee through the city of Lake Elsinore and into the Ivyglen Substation in the unincorporated area of Temescal Valley ("Project"). SCE's alignment uses public right of way when applicable.

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

SCE has offered Twenty-One Thousand Dollars (\$21,000) to acquire an aerial overhang easement and right of way being approximately 27,661 square feet to construct, operate, use, maintain, alter, add, reconstruct, enlarge, repair, renew, replace, inspect, improve, relocate and/or remove electrical systems consisting of crossarms, wires and other fixtures and appliances with necessary appurtenances for conveying electric energy.

This Project will help maintain reliability for current and projected demand for electricity in southern Riverside County, including the cities of Menifee, Perris and Lake Elsinore. The District has reviewed and approved the offer to purchase, and SCE has obtained a Permit to Construct (PTC application 07-01-031, Decision 18-08-026) from the California Public Utilities Commission (CPUC) authorizing the construction project. The District is now prepared to convey an aerial overhang easement to SCE for the construction and operation of the Project.

Pursuant to the California Water Code Appendix §48-9, the District's Board of Supervisors has the power to convey an interest in real property which it owns when necessary or convenient to the full exercise of its powers. District staff has evaluated and determined that the conveyance of an aerial easement to SCE will not interfere with the use of the property by the District as is necessary or convenient to the full exercise of the District's powers.

Pursuant to the California Water Code Appendix §48-13, the District's Board of Supervisors may determine that any real property held by the District is no longer necessary to be retained for the uses and purposes thereof, and may thereafter sell or otherwise dispose of said property, or lease the same. The District's Board has evaluated and determined that the real property that is intended to be conveyed in the easement interest to SCE is no longer necessary to be retained for the uses and purposes of the District.

Pursuant to Section 15096 of the CEQA Statutes and Guidelines, the District, in its limited capacity as a Responsible Agency, has considered the EIR prepared and certified by the Lead Agency (CPUC) and independently finds that the EIR adequately covers the above actions. Furthermore, the District finds that no significant adverse impacts will occur as a result of the above actions, and that no further analysis is required under CEQA for the above actions. The District has determined that this agreement merely conveys an easement interest only and does not require any physical improvements or operational actions on the part of the District. As such, none of the previously evaluated significant physical impacts from the prior EIR would apply to this action on behalf of the District. Moreover, the agreement would be deemed exempt from CEQA pursuant to the State CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption), which provides, "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".

Resolution No. F2023-10 has been approved as to form by County Counsel.

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
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Impact on Residents and Businesses

None.

Additional Fiscal Information

All costs shall be borne by SCE.

ATTACHMENTS:

1. Resolution No. F2023-10
2. Purchase and Sale Agreement
3. Easement Deed
4. Vicinity Map

YKW:bad
P8/250034



Jason Farin, Principal Management Analyst 3/30/2023



Aaron Gettis, Deputy County Counsel 3/29/2023

BOARD OF SUPERVISORS**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT****RESOLUTION NO. F2023-10**

AUTHORIZATION TO CONVEY AN AERIAL EASEMENT INTEREST IN REAL PROPERTY
OVER A PORTION OF ASSESSOR'S PARCEL NUMBERS 461-160-022 and 461-160-028,
RESPECTIVELY REFERENCED AS RCFC PARCEL NUMBERS 4110-6 and 4110-9,
TO SOUTHERN CALIFORNIA EDISON COMPANY BY EASEMENT DEED,
SALT CREEK CHANNEL, PROJECT NO. 4-0-00110

WHEREAS, on August 2, 2022, the Board of Supervisors approved Minute Order 11.5 to adopt
Resolution No. F2022-23, Notice of Intent to Convey Easement Interest Within a Portion of District-Owned
Real Property Within a Portion of Assessor's Parcel Numbers 461-160-022 and 461-160-028, Respectively
Referenced as RCFC Parcel Nos. 4110-6 and 4110-9, to Southern California Edison Company by Easement
Deed, Salt Creek Channel, Project No. 4-0-00110; and

WHEREAS, the Riverside County Flood Control and Water Conservation District, a body corporate
and politic ("District"), owns certain real property in fee, identified as Assessor's Parcel Numbers ("APN")
461-160-022 and 461-160-028, respectively referenced as RCFC Parcel Numbers 4110-6 and 4110-9, located
in the County of Riverside, State of California; and

WHEREAS, Southern California Edison Company, a publicly regulated private utility company
("SCE"), is in the process of procuring the necessary right of way for an electric 115KV sub-transmission
line over 27 corridor miles from the Valley Substation in the city of Menifee through the city of Lake Elsinore
and into the Ivyglen Substation in the unincorporated area of Temescal Valley ("Project"), and SCE's
alignment uses public right of way when applicable; and

WHEREAS, SCE has requested to purchase an aerial easement interest from the District over
portions of the referenced right of way ("ROW"), hereinafter described in Exhibits "A" and "B", for the
purpose of an aerial overhang easement, and ROW being approximately 27,661 square feet, to construct,
operate, use, maintain, alter, add, reconstruct, enlarge, repair, renew, replace, inspect, improve, relocate
and/or remove electrical systems consisting of crossarms, wires and other fixtures and appliances with

FORM APPROVED COUNTY COUNSEL
BY:  DATE: 3/28/23
RYAN D. YABKO

1 necessary appurtenances for conveying electric energy for the appraised value of Twenty-One Thousand
2 Dollars (\$21,000); and

3 **WHEREAS**, SCE has requested an aerial easement for the construction, operation and maintenance
4 of power poles and transmission lines; and

5 **WHEREAS**, the District has reviewed the improvement plans and determined that this Project will
6 not interfere with the District's continued operation and maintenance of the District's existing facility; and

7 **WHEREAS**, the California Public Utilities Commission ("CPUC") approved and issued SCE a
8 permit to construct (PTC Application 07-01-031, Decision 18-08-026) authorizing the construction of the
9 Project; and

10 **WHEREAS**, pursuant to the California Water Code Appendix Ch. 48, Section 48-9, the District's
11 Board of Supervisors has the power to convey an interest in real property it owns when such conveyance
12 does not interfere with the use of the property for the purposes of the District; and

13 **WHEREAS**, pursuant to the California Water Code Appendix, Ch. 48, Section 13, the District's
14 Board of Supervisors may determine that any real property held by the District is no longer necessary to be
15 retained for the uses and purposes thereof, and may thereafter sell or otherwise dispose of said property, or
16 lease the same; and

17 **WHEREAS**, the District desires to convey the easement to SCE, which will facilitate SCE in the
18 construction and completion of the Project for the safety and benefit of the community; and

19 **WHEREAS**, pursuant to Section 15096 of the CEQA Statutes and Guidelines, the District, in its
20 limited capacity as a Responsible Agency, has considered the Environmental Impact Report ("EIR") (SCH#
21 2008011082) certified by the Lead Agency (CPUC) for the Valley-Ivyglen and Alberhill projects, and based
22 on its limited review as a Responsible Agency, the District has determined that the EIR adequately addresses
23 any potential significant adverse impacts that may result from this action and that this action will not have a
24 significant adverse impact on the environment.

25 **NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED** by the District's
26 Board of Supervisors ("Board"), in regular session assembled on or after April 4, 2023, at or after 9:30 a.m.,
27 in its meeting room located on the 1st Floor of the County Administrative Center, 4080 Lemon Street,
28 Riverside, California, with at least four-fifths of all members concurring, that the proposed environmental

1 impacts of the proposed actions have been sufficiently assessed by the EIR prepared and certified by the Lead
 2 Agency, and that the proposed easement transaction will not have a significant impact on the environment,
 3 and, therefore, nothing further is required under CEQA for these actions, as the District is merely conveying
 4 an aerial easement interest to a utility company for facility construction and maintenance purposes.

5 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** by a vote of this Board that
 6 this Board finds that the proposed aerial easement conveyance would not unreasonably interfere with the use
 7 of the ROW for the District's purposes and is necessary or convenient to the full exercise of its powers.

8 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that this Board approves the
 9 Purchase and Sale Agreement for Acquisition of Easement between the District and SCE, and authorizes the
 10 Chair of the District's Board to execute the same on behalf of the District.

11 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that this Board authorizes the
 12 conveyance of an easement for the purpose of an aerial overhang easement, and right of way being
 13 approximately 27,661 square feet, to construct, operate, use, maintain, alter, add, reconstruct, enlarge, repair,
 14 renew, replace, inspect, improve, relocate and/or remove electrical systems consisting of crossarms, wires
 15 and other fixtures and appliances with necessary appurtenances for conveying electric energy, more
 16 particularly described in Exhibits "A" and "B".

17 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Chair of the District's
 18 Board is authorized to execute the Easement Deed on behalf of the District.

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

22 ROLL CALL:

23 Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
 24 Nays: None
 25 Absent: None

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

28 KIMBERLY A. RECTOR, Clerk of said Board

By:  _____

Deputy

EXHIBIT "A"
LEGAL DESCRIPTION
Serial No. 72024A

Being a portion of Parcels 4110-6 and 4110-9 as shown on Record of Survey, in the County of Riverside, State of California, filed in Book 70, Pages 26 through 33 inclusive of Records of Survey, in the Office of the County Recorder of said County, more particularly described as follows:

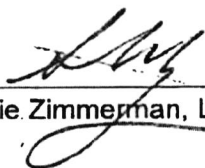
Beginning at the southeasterly corner of said Parcel 4110-9; thence along the southerly line thereof, North 89°55'44" West, 53.45 feet; thence leaving said southerly line, North 00°03'35" West, 519.95 feet to the a point on the northerly line of said Parcel 4110-6; thence along said northerly line, South 89°55'44" East, 52.95 feet to the northeast corner of said Parcel 4110-6; thence along the easterly line of said Parcel 4110-6 and Parcel 4110-9, South 00°06'52" East, 519.95 feet to the **Point of Beginning**.

Containing 27,661 square feet or 0.64 acres, more or less.

As shown on Exhibit "B" attached hereto and made a part hereof.

Bearings shown on this survey are based on the California Coordinate System 1983 (2011), Zone 6, Epoch 2017.50, as established using the following National Geodetic Survey (NGS) Continuously Operating Reference Stations (CORS): BILL, P477, LMHG, PPBF and POBG, in accordance with the California Public Resources Code Sections 8801-8819. Multiply US Survey Foot distances shown by 1.000095 to obtain ground distances.

This real property description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors Act.



Sherrie Zimmerman, LS 8964



10-16-2019
Date

LEGEND

RS RECORD OF SURVEY
POB POINT OF BEGINNING
TRANSMISSION LINE EASEMENT
DOC DOCUMENT

EXHIBIT "B"

BEING A PORTION OF PARCELS
4110-6 AND 4110-9 OF THE
RECORD OF SURVEY, FILED IN 70 RS 26
RIVERSIDE COUNTY, CALIFORNIA

PORTION OF PARCEL 1
114 PM 35



NORTHERLY LINE OF PARCEL 4110-6

0.64 Ac
27,661± sq ft

RIVERSIDE COUNTY FLOOD CONTROL

APN: 461-160-022
PARCEL 4110-6
70 RS 26

LINE TABLE

L1 N89°55'44"W 53.45'
L2 S89°55'44"E 52.95'

RIVERSIDE COUNTY FLOOD CONTROL

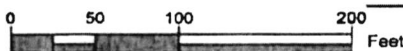
APN: 461-160-028
PARCEL 4110-9
70 RS 26

6' GRANT OF EASEMENT
TO SCE PER PER DOC 1982-2957
RECORDED JANUARY 7, 1982

SOUTHERLY LINE OF PARCEL 4110-9

LOT 12
431 MB 82

POB



SCALE 1" = 100'

BEARINGS SHOWN ON THIS SURVEY ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM 1983 (2011), ZONE 6, EPOCH 2017.50, AS ESTABLISHED USING THE FOLLOWING NATIONAL GEODETIC SURVEY (NGS) CONTINUOUSLY OPERATING REFERENCE STATIONS (CORS): BILL, P477, LMHG, PPBF AND POBG, IN ACCORDANCE WITH THE CALIFORNIA PUBLIC RESOURCES CODE SECTIONS 8801-8819. MULTIPLY US SURVEY FOOT DISTANCES SHOWN BY 1.000095 TO OBTAIN GROUND DISTANCES.



MARK THOMAS

WO NO. 801704628
DR. BY AD
CH. BY SJZ
DATE 10/16/19

461-160-022 & 028 RIVERSIDE COUNTY FLOOD
CONTROL AND WATER CONSERVATION DISTRICT
(SERIAL 72024A)
BEING A PORTION OF PARCELS 4110-6 AND 4110-9
OF THE RECORD OF SURVEY, FILED IN 70 RS 26
RIVERSIDE COUNTY, CALIFORNIA



EDISON

SHEET NO. 1
OF 1 SHEETS

SERIAL 72024A

SERIAL NO: 72024A
APN(s): 461-160-022-4 & 461-160-028-0
PROJECT: Valley South Sub-Transmission Project

PURCHASE AND SALE AGREEMENT FOR ACQUISITION OF EASEMENTS

THIS PURCHASE AND SALE AGREEMENT ("**AGREEMENT**"), is entered into by and between **Southern California Edison Company**, a publicly regulated private utility company ("**SCE**"), and **The Riverside County Flood Control and Water Conservation District**, a body corporate and politic (collectively, "**Grantor**"), for acquisition by SCE of certain real property rights set forth herein for the construction, operation and use as part of the Valley Ivyglen Subtransmission Project ("**Project**").

WHEREAS, SCE is in the process of acquiring the necessary real property and property rights for the Project, and has determined that an easement on portions of Grantor's property, identified as Assessor Parcel Number(s) 461-160-022-4 & 461-160-028-0, located in the County of Riverside, State of California (said portions hereinafter called the "**Subject Property**"), are necessary for the construction and operation of the Project.

WHEREAS, SCE has extended an offer to purchase an easement on the Subject Property for the Project to the Grantor as required by and consistent with *Government Code* §7267.2, and Grantor acknowledges having received the offer in proper form and content.

WHEREAS, Grantor has determined that the conveyance is in the public interest and the interest in the land being conveyed will not substantially conflict or interfere with the use of the property by the Grantor.

WHEREAS, Grantor acknowledges that SCE has the constitutional and statutory power to acquire an easement on the Subject Property for a public use and purpose under its statutory right of eminent domain and that this Agreement, and the negotiated purchase and sale made herein, is in lieu of SCE's exercise of its statutory right to employ the power of eminent domain and obtain a judicial Order of Immediate Possession under *Code of Civil Procedure* §§ 1255.10-1255.480 and a subsequent Final Order of Condemnation to acquire such easement.

WHEREAS, SCE and Grantor wish to, by this Agreement, resolve all interests, rights, claims and other issues related to the Project and SCE's acquisition of the easement on the Subject Property.

NOW THEREFORE, IN CONSIDERATION OF ALL THE FOREGOING, THE PARTIES DO HEREBY AGREE AS FOLLOWS:

1. AGREEMENT TO SELL AND PURCHASE. Grantor represents and warrants that it, and it alone, own the Subject Property and Grantor agrees to grant to SCE, and SCE agrees to purchase from Grantor, an easement on the Subject Property, substantially in the form of Exhibit A attached hereto and incorporated herein (the "**Easement**") on the terms and for the consideration set forth in this Agreement.
2. PURCHASE PRICE. The total purchase price for the Easement shall be the sum of **TWENTY-ONE THOUSAND DOLLARS AND NO CENTS (\$21,000)** ("**Purchase Price**"). The Purchase Price shall be payable as set forth below.

3. CONVEYANCE OF TITLE. Grantor agrees to convey the Easement, to SCE free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, licenses, leases, and taxes, EXCEPT:
 - a. Non-delinquent taxes for the fiscal year in which this transaction closes which shall be cleared and paid in the manner required by Section 4986 of the Revenue and Taxation Code, if unpaid at the close of this transaction.
 - b. Quasi-public utility, public utility, public alley, public street easements and rights of way of record.
4. TITLE INSURANCE POLICY. If SCE so chooses, following recording of the Easement Documents by SCE, to acquire a CLTA Standard Coverage Policy of Title Insurance, SCE agrees to pay the premium charged, therefore.
5. TRANSACTION. Grantor shall execute and deliver the Easement in recordable form to SCE's title department concurrently with this Agreement, or as soon as possible thereafter when the Easement is available. SCE's title department shall handle the process of recording the Easement. SCE shall send payment referenced in Paragraph 2 above concurrently with the recording of the Easement. SCE and Grantor agree to cooperate and provide any additional instruments as may be reasonably necessary to complete this transaction.

The parties additionally agree:

 - a. SCE may pay and deduct from the amount shown in Paragraph 2 above, any amount necessary to satisfy any delinquent taxes together with penalties and interest thereon, and/or delinquent or non-delinquent assessments or bonds except those which title is to be taken subject to in accordance with the terms of this Agreement.
 - b. All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the parties hereto. Any amendment of, or supplement to, any instructions must be in writing.
6. TRANSACTION COSTS. SCE agrees to pay all transaction costs and fees related to the recording and conveyance of the Easement, including but not limited to, recording and title insurance fees incurred in this transaction.
7. POSSESSION AND USE. SCE and Grantor acknowledge that SCE is entitled to use of the Subject Property upon recordation of Easement Documents and payment of the purchase price to Grantor ("**Effective Date**"). SCE shall provide notice of the execution of this Agreement via email to Grantor using the information contained in Section 23 below. SCE and Grantor agree that upon the Effective Date, SCE shall be entitled to use of the Subject Property, including, but not limited to, the right to design, construct and operate the Project, and the right to remove and/or demolish any existing improvements within the Subject Property.
8. FULL AND COMPLETE SETTLEMENT IN LIEU OF CONDEMNATION. Grantor and SCE acknowledge that this transaction is a negotiated settlement in lieu of SCE exercising its power of eminent domain. Grantor and SCE further acknowledge that SCE is acquiring the Easement set forth herein under the threat of the power of eminent domain. Grantor acknowledges that SCE's acquisition of the Easement for the Project is a valid public use. Grantor hereby acknowledges that the compensation paid to Grantor through this Agreement constitutes the full and complete settlement of any and all claims against SCE related to SCE's acquisition of the Easement, including but not limited to full payment of just compensation in eminent domain by reason of SCE's acquisition of the Easement, specifically including, but not limited to, any and all rights or claims that Grantor has, may have or may in the future have under Article 1, Section 19 of the California Constitution, the Eminent

Domain Law, or any other law or regulation, except as provided herein. Grantor, on behalf of itself and its successors and assigns, further knowingly and voluntarily waives and expressly releases and discharges SCE and any and all of SCE's employees, agents, officers, servants, representatives, contractors, attorneys, partner agencies and assigns, from liability in regard to any claims for the acquisition of the Easement and the construction of the Project as proposed, to include the following: compensation for the fair market value of the real property taken, pre-condemnation damages, damages arising out of or related to the planning activities for the Project, loss of business goodwill, relocation and displacement claims under the California Relocation Assistance Law, lost profits, lost rents, business operation impacts, damage to improvements or structures, severance damages, any impact on future development of the Grantor's remainder property, the impact on access rights, the impact on circulation rights, the value of any leasehold interest, claims related to signage, claims related to views or viewshed, any right to repurchase or leaseback from SCE, any right to receive any notices pursuant to *Code of Civil Procedure* §1245.235, any right to enforce any other obligation placed upon SCE pursuant to *Code of Civil Procedure* §§ 1230.020 through 1273.050, any other rights conferred upon Grantor pursuant to *Code of Civil Procedure* §§ 1245.245 and 1263.615 and 1263.025, and any and all claims for litigation expenses, attorney's fees, statutory interest and/or costs arising out of the acquisition of the Easement and/or construction of the Project as proposed.

9. PARCEL SOLD "AS-IS". SCE hereby acknowledges that its use of the Subject Property is offered and sold in its "As-Is" condition as of the date of this Agreement, without warranty and that Grantor is not responsible for making corrections or repairs of any nature. SCE further acknowledges that Grantor has made no representations or warranties regarding the Subject Property
10. RENTAL AND LEASEHOLD INTEREST. Grantor warrants that there are no third parties in possession of any portion of the Subject Property as lessees, tenants at sufferance, trespassers, or invitees, and that there are no oral or written recorded or unrecorded leases or other agreements concerning all or any portion of the Subject Property. Grantor further agrees to hold SCE harmless and reimburse SCE for any and all of its losses, costs and expenses occasioned by reason of any lease of said Subject Property held by any tenant of Grantor, including the reimbursement of any attorneys' fees incurred by SCE to related to the Subject Property so as to be consistent with this Agreement.
11. WARRANTIES, REPRESENTATIONS, AND COVENANTS OF GRANTOR. Grantor hereby warrants, represents, and/or covenants to SCE that:
 - a. To the best of Grantor's knowledge, there are no actions, suits, material claims, mechanics or materialmen liens, legal proceedings, or any other proceedings or claims affecting the Subject Property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign.
 - b. To the best of Grantor's knowledge, there are no encroachments onto the Subject Property by improvements on any adjoining property, nor do any buildings or improvements of the Subject Property encroach on other properties.
 - c. Grantor shall not do anything which would impair Grantor's priority of title to the Subject Property during the completion of the acquisition process contemplated herein.
 - d. To the best of Grantor's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, or other agreement or instrument to which the Subject Property may be bound.
 - e. Until the closing, Grantor shall, upon learning of any fact or condition which would cause any of the warranties and representations in these Warranties, Representations, and Covenants of Grantor not to be true as of closing, immediately give written notice of such fact or condition to SCE.

- f. Grantor, at the time of execution of this Agreement, is the sole lawful owner of the Subject Property and has good, clear, and marketable title to the Subject Property. Grantor also warrants that Grantor has full legal authority to enter into this Agreement, and in so doing is not thereby in violation of any other contract or agreement with any other party. Grantor warrants that it has not assigned any of its interests in the Subject Property to any other person or entity, and that it is the sole party with authority to compromise its claims related to the Subject Property.
 - g. Grantor shall maintain the Subject Property in good condition and shall perform all of its obligations under any service contracts or other contracts affecting the Subject Property until the Effective Date.
 - h. Each of the above warranties and representations is material and is relied upon by SCE separately and collectively. Each of the above representations and warranties shall be deemed to have been made as of the date of execution of this Agreement and shall survive the recording of the Easement Documents.
12. HAZARDOUS WASTE. To the best of Grantor's knowledge, neither Grantor nor any previous owner, tenant, occupant, or user of the Subject Property used, generated, released, discharged, stored, or disposed of any hazardous waste, toxic substances, or related materials ("**Hazardous Materials**") on, under, in, or about the Subject Property, or transported any Hazardous Materials to or from the Subject Property. Grantor shall not cause or permit the presence, use, generation, release, discharge, storage, or disposal of any Hazardous Materials on, under, in, or about, or the transportation of any Hazardous Materials to or from, the Subject Property. The term "Hazardous Material" shall mean any material or substance which is (i) defined as a "hazardous waste", "extremely hazardous waste", or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material", "hazardous substance", or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) asbestos, (vii) polychlorinated biphenyls, (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ix) designated as a "hazardous substances" pursuant to Section 311 of the Clean Water Act, (33 U.S.C. S1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. S6901 et seq. (42 U.S.C. S6903) or (xi) defined as a "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42. U.S.C. S9601 et seq. (42 U.S.C. S9601).
13. COMPLIANCE WITH ENVIRONMENTAL LAWS. To the best of Grantor's knowledge, the Subject Property complies with all applicable laws and governmental regulations including, without limitation, all applicable federal, state, and local laws pertaining to air and water quality, hazardous waste, waste disposal, and other environmental matters, including, but not limited to, the Clean Water, Clean Air, Federal Water Pollution Control, Solid Waste Disposal, Resource Conservation Recovery and Comprehensive Environmental Response Compensation and Liability Acts, and the California Environment Quality Act, and the rules, regulations, and ordinances of the city within which the subject Property is located, the California Department of Health Services, the Regional Water Quality Control Board, the State Water Resources Control Board, the Environmental Protection Agency, and all applicable federal, state, and local agencies and bureaus.

14. COUNTERPARTS. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.
15. CONTINGENCY. It is understood and agreed between the parties hereto that the completion of this transaction is contingent upon the specific acceptance and approval of both parties. The execution of this Agreement by both parties constitutes said acceptance and approval.
16. NO BROKERS. SCE and Grantor each represents to the other that no brokers have been involved in this transaction. Any party in breach of this provision will indemnify the non-breaching party against any claim, suits, damages and costs incurred or resulting from the claims of any person for any brokerage fee or compensation due in connection with this transaction pursuant to a written agreement made with said claimant.
17. JURISDICTION AND VENUE. This Agreement shall be governed by and constructed in accordance with the laws of the State of California. The parties' consent to the jurisdiction of the Riverside County Superior Court, for any and all claims related to this Agreement or the Subject Property.
18. ASSIGNMENT. The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereto. Neither party shall transfer or assign its rights or responsibilities under this Agreement without the express written consent of the other party.
19. COOPERATION. Each party agrees to cooperate with the other in the closing of this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, additional agreements.
20. ENTIRE AGREEMENT, WAIVER AND MODIFICATION. This Agreement is the entire Agreement between the parties with respect to the subject matter of this Agreement. It supersedes all prior agreements and understandings, whether oral or written, between the parties with respect to the matters contained in this Agreement. Any waiver, modification, consent or acquiescence with respect to any provision of this Agreement shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby. No waiver by any party of any breach hereunder shall be deemed a waiver of any other or subsequent breach.
21. NOTICES. Any notice that either party may or is required to give the other shall be in writing, and shall be either personally delivered or sent by regular U.S. Mail, to all of the following addresses:

As to SCE:	Elizabeth Zelaya 2 Innovation Way PIV 2, 2nd Floor Pomona, CA 91768
As to SCE:	Bradford B. Kuhn Counsel for SCE: Nossaman LLP 18101 Von Karman Avenue, Suite 1800 Irvine, CA 92612
As to Grantor:	RIVERSIDE COUNTY FLOOD CONTROL 1995 Market Street Riverside, CA 92501-1719

As to Grantor:	Ryan Yabko, Deputy County Counsel Riverside County Counsel's Office 3960 Orange Street, Suite 500 Riverside, CA 92501-3674
----------------	---


22. RECORDING. SCE shall record the Easement with the Riverside County Recorder's Office.
23. SEVERABILITY. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to either party. Upon such determination that any term or provision is illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the greatest extent possible.
24. CONSTRUCTION. Section headings are solely for the convenience of the parties and are not a part of and shall not be used to interpret this Agreement. The singular form shall include the plural and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to Sections are to this Agreement.
25. AUTHORITY. Each individual executing this Agreement on behalf of an entity represents and warrants that he or she has been authorized to do so by the entity on whose behalf he or she executes this Agreement and that said entity will thereby be obligated to perform the terms of this Agreement.
26. ATTORNEY'S FEES. In the event of suit, arbitration, or other proceeding to enforce, defend, or interpret the terms of this Agreement, the prevailing party (as defined by *Civil Code* §1717) in any such proceeding shall be entitled to a reasonable award of attorneys' fees from the other party only if the prevailing party has prevailed in a judgment by a court of competent jurisdiction. As used herein, "attorneys' fees" includes all reasonable attorneys' fees actually incurred, reasonable costs for pursuit of discovery, including deposition transcripts, preparation of exhibits, and the like, and all other costs normally recoverable in civil actions.
27. IDENTIFICATION OF GRANTOR. For purposes of identifying the owner of the Subject Property being acquired by SCE for issuing IRS Form 1099, Grantor requests that said Form name the recipient of the funds paid herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year set forth below.

GRANTOR

RECOMMENDED FOR APPROVAL:

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

By: 
JASON E. UHLEY
General Manager-Chief Engineer


By: 
KAREN SPIEGEL, Chair

Date: 3-20-2023

Date: 4/4/23

APPROVED AS TO FORM:
County Counsel

ATTEST:
KIMBERLY A. RECTOR
Clerk of the Board

By: 
RYAN YABKO
Deputy County Counsel

By: 
Deputy

GRANTEE:

SOUTHERN CALIFORNIA EDISON COMPANY

Dated: March 16, 2023

By: 

Name: ELIZABETH ZELAYA

Its: LAND ACQUISITION Manager

EXHIBIT A
GRANT OF EASEMENT

RECORDING REQUESTED BY
SOUTHERN CALIFORNIA EDISON COMPANY

WHEN RECORDED MAIL TO
SOUTHERN CALIFORNIA EDISON COMPANY
2 INNOVATION WAY, 2ND FLOOR
POMONA, CA 91768
ATTN: TITLE & VALUATION

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT OF AERIAL OVERHANG EASEMENT

DOCUMENTARY TRANSFER TAX \$ _____ _____ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED OR COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBERANCES REMAINING AT TIME OF SALE _____, SO. CAL. EDISON CO. SIGNATURE OF DECLARANT OR AGENT DETERMINING TAX, FIRM NAME	APPROVED BY: BY _____ DATE ____/____/____ PROJECT: VALLEY SOUTH SERVICE ORDER: 801704628 FILE NUMBER: ACQ203543939 SCE DOCUMENT NUMBER: 518918
SERIAL NUMBER: 72024A LOCATION: County of Riverside APN: 461-160-022-4 & 461-160-028-0	

Riverside County Flood Control and Water Conservation District, (hereinafter referred to as "**Grantor**"), hereby grants to **SOUTHERN CALIFORNIA EDISON COMPANY, a corporation**, its successors and assigns (hereinafter referred to as "**Grantee**"), an aerial overhang easement and right of way to construct, operate, use, maintain, alter, add to, reconstruct, enlarge, repair, renew, replace, inspect, improve, relocate, and/or remove, at any time and from time to time, electrical systems and communication systems (hereinafter referred to as "**systems**") consisting of crossarms, wires and other fixtures and appliances, with necessary appurtenances, for conveying electric energy to be used for light, heat, power and for transmitting intelligence by electrical means and/or other purposes, over, along and across a strip of land varying width, lying within that certain real property of the Grantor, situated in the County of Riverside, State of California, and more particularly described in the attached Exhibit "C".

Said varying feet wide strip of land is more particularly described on the Exhibit "A" and depicted on Exhibit "B" both attached hereto and by this reference made a part hereof.

In no event shall any portion of the systems be located on or under the surface of Grantor's Property. Grantor hereby also grants to Grantee, its successors and assigns, and its and their contractors, agents and employees, the right of free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted, and for no additional compensation to Grantor, the right to clear and to keep clear the above described real property, free from explosives, buildings, equipment, brush, combustible material and any and all other obstructions of any kind, and the right to trim or remove any tree or shrub which, in the opinion of Grantee, may endanger said systems, or any part thereof, or interfere with the exercise of the rights herein granted.

Grantee's systems shall be installed a minimum of fifty (50) feet above the ground. Grantor reserves the right to utilize the areas under Grantee's systems provided the exercise of such rights does not unreasonably interfere with Grantee's exercise of the rights granted herein. Plans for improvements under the systems shall first be approved by Grantee, such approval not to be unreasonably conditioned, withheld, or delayed.

GRANT OF AERIAL OVERHANG EASEMENT
SERIAL NUMBER: 72024A
PROJECT: VALLEY SOUTH
RP FILE NO.: ACQ203543939

EXECUTED this _____ day of _____, 2023

**Riverside County Flood Control and
Water Conservation District**

By: _____

Name: _____

Its: _____

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 _____

On _____ before me, _____, a Notary Public,
personally appeared _____, 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 _____

EXHIBIT "A"
LEGAL DESCRIPTION
Serial No. 72024A

Being a portion of Parcels 4110-6 and 4110-9 as shown on Record of Survey, in the County of Riverside, State of California, filed in Book 70, Pages 26 through 33 inclusive of Records of Survey, in the Office of the County Recorder of said County, more particularly described as follows:

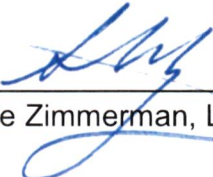
Beginning at the southeasterly corner of said Parcel 4110-9; thence along the southerly line thereof, North 89°55'44" West, 53.45 feet; thence leaving said southerly line, North 00°03'35" West, 519.95 feet to the a point on the northerly line of said Parcel 4110-6; thence along said northerly line, South 89°55'44" East, 52.95 feet to the northeast corner of said Parcel 4110-6; thence along the easterly line of said Parcel 4110-6 and Parcel 4110-9, South 00°06'52" East, 519.95 feet to the **Point of Beginning**.

Containing 27,661 square feet or 0.64 acres, more or less.

As shown on Exhibit "B" attached hereto and made a part hereof.

Bearings shown on this survey are based on the California Coordinate System 1983 (2011), Zone 6, Epoch 2017.50, as established using the following National Geodetic Survey (NGS) Continuously Operating Reference Stations (CORS): BILL, P477, LMHG, PPBF and POBG, in accordance with the California Public Resources Code Sections 8801-8819. Multiply US Survey Foot distances shown by 1.000095 to obtain ground distances.

This real property description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors Act.



Sherrie Zimmerman, LS 8964



10-16-2019
Date

LEGEND

RS RECORD OF SURVEY
POB POINT OF BEGINNING
▨ TRANSMISSION LINE EASEMENT
DOC DOCUMENT

EXHIBIT "B"

BEING A PORTION OF PARCELS
4110-6 AND 4110-9 OF THE
RECORD OF SURVEY, FILED IN 70 RS 26
RIVERSIDE COUNTY, CALIFORNIA

PORTION OF PARCEL 1
114 PM 35



NORTHERLY LINE OF PARCEL 4110-6

RIVERSIDE COUNTY FLOOD CONTROL

APN: 461-160-022
PARCEL 4110-6
70 RS 26

LINE TABLE

L1 N89°55'44"W 53.45'

L2 S89°55'44"E 52.95'

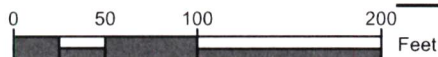
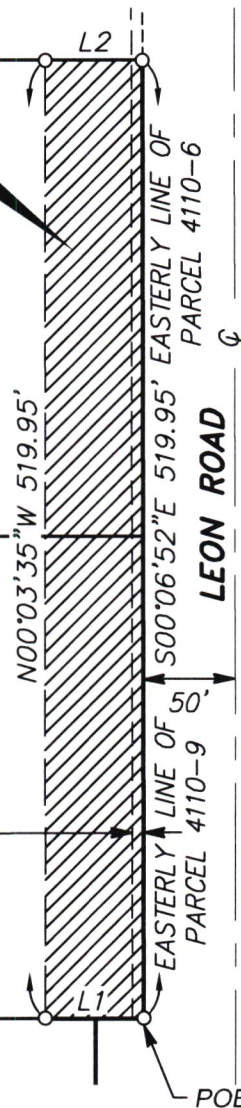
RIVERSIDE COUNTY FLOOD CONTROL

APN: 461-160-028
PARCEL 4110-9
70 RS 26

6' GRANT OF EASEMENT
TO SCE PER PER DOC 1982-2957
RECORDED JANUARY 7, 1982

SOUTHERLY LINE OF PARCEL 4110-9

LOT 12
431 MB 82



SCALE 1" = 100'

BEARINGS SHOWN ON THIS SURVEY ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM 1983 (2011), ZONE 6, EPOCH 2017.50, AS ESTABLISHED USING THE FOLLOWING NATIONAL GEODETIC SURVEY (NGS) CONTINUOUSLY OPERATING REFERENCE STATIONS (CORS): BILL, P477, LMHG, PPBF AND POBG, IN ACCORDANCE WITH THE CALIFORNIA PUBLIC RESOURCES CODE SECTIONS 8801-8819. MULTIPLY US SURVEY FOOT DISTANCES SHOWN BY 1.000095 TO OBTAIN GROUND DISTANCES.

MARK THOMAS

WO NO. 801704628

DR. BY AD

CH. BY SJZ

DATE 10/16/19

461-160-022 & 028 RIVERSIDE COUNTY FLOOD
CONTROL AND WATER CONSERVATION DISTRICT
(SERIAL 72024A)

BEING A PORTION OF PARCELS 4110-6 AND 4110-9
OF THE RECORD OF SURVEY, FILED IN 70 RS 26
RIVERSIDE COUNTY, CALIFORNIA



EDISON

FILED 2019 INTERNATIONAL SURVEYING

SHEET NO. 1
OF 1 SHEETS

SERIAL 72024A

EXHIBIT C
LEGAL DESCRIPTION

PARCELS 4110-6 AND 4110-9 AS SHOWN ON RECORD SURVEY IN BOOK 70, PAGES 26 THROUGH 33 INCLUSIVE, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Assessor's Parcel Number: 461-160-022-4 & 461-160-028-0

RECORDING REQUESTED BY
SOUTHERN CALIFORNIA EDISON COMPANY

WHEN RECORDED MAIL TO
SOUTHERN CALIFORNIA EDISON COMPANY
2 INNOVATION WAY, 2ND FLOOR
POMONA, CA 91768
ATTN: TITLE & VALUATION

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT OF AERIAL OVERHANG EASEMENT

DOCUMENTARY TRANSFER TAX \$ _____ _____ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED OR COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBERANCES REMAINING AT TIME OF SALE _____, SO. CAL. EDISON CO. SIGNATURE OF DECLARANT OR AGENT DETERMINING TAX, FIRM NAME	APPROVED BY: BY <u> <i>Q</i> </u> DATE <u> 4 / 20 / 22 </u> PROJECT: VALLEY SOUTH SERVICE ORDER: 801704628 FILE NUMBER: ACQ203543939 SCE DOCUMENT NUMBER: 518918
SERIAL NUMBER: 72024A LOCATION: County of Riverside APN: 461-160-022-4 & 461-160-028-0	

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Said varying feet wide strip of land is more particularly described on the Exhibit "A" and depicted on Exhibit "B" both attached hereto and by this reference made a part hereof.

In no event shall any portion of the systems be located on or under the surface of Grantor's Property. Grantor hereby also grants to Grantee, its successors and assigns, and its and their contractors, agents and employees, the right of free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted, and for no additional compensation to Grantor, the right to clear and to keep clear the above described real property, free from explosives, buildings, equipment, brush, combustible material and any and all other obstructions of any kind, and the right to trim or remove any tree or shrub which, in the opinion of Grantee, may endanger said systems, or any part thereof, or interfere with the exercise of the rights herein granted.

Grantee's systems shall be installed a minimum of fifty (50) feet above the ground. Grantor reserves the right to utilize the areas under Grantee's systems provided the exercise of such rights does not unreasonably interfere with Grantee's exercise of the rights granted herein. Plans for improvements under the systems shall first be approved by Grantee, such approval not to be unreasonably conditioned, withheld, or delayed.

GRANT OF AERIAL OVERHANG EASEMENT
SERIAL NUMBER: 72024A
PROJECT: VALLEY SOUTH
RP FILE NO.: ACQ203543939

EXECUTED this 4th day of April, 2023

**Riverside County Flood Control and
Water Conservation District**

By: Karen S. Spiegel

KAREN SPIEGEL

Name: _____

CHAIR, BOARD OF SUPERVISORS

Its: _____

FORM APPROVED COUNTY COUNSEL

BY Ryan D. Yabko 3/28/23
RYAN D. YABKO DATE

ATTEST:

KIMBERLY A. RECTOR, Clerk

By Kimberly A. Rector
DEPUTY

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 April 4 2023, before me, Breanna Smith, Board Assistant, personally appeared Karen Spiegel, Chair of the Board of Supervisors, 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

Kimberly A. Rector
Clerk of the Board of Supervisors

By:


Deputy Clerk

(SEAL)

**PETER ALDANA
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER**

Recorder
P.O. Box 751
(951) 486-7000
www.riversideacr.com

CERTIFICATION

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

(Print or type the page number(s) and wording below):

CLARIFICATION FOR SEAL for the Riverside County Flood Control and Water Conservation District (EMBOSSSED ON DOCUMENT)

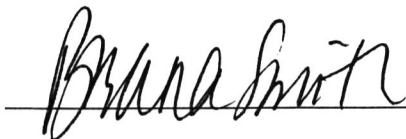
RIVERSIDE COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT

1945

CALIFORNIA

Date: 04/04/2023

Signature:



Print Name: Breanna Smith, Board Assistant

EXHIBIT "A"
LEGAL DESCRIPTION
Serial No. 72024A

Being a portion of Parcels 4110-6 and 4110-9 as shown on Record of Survey, in the County of Riverside, State of California, filed in Book 70, Pages 26 through 33 inclusive of Records of Survey, in the Office of the County Recorder of said County, more particularly described as follows:

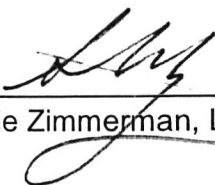
Beginning at the southeasterly corner of said Parcel 4110-9; thence along the southerly line thereof, North 89°55'44" West, 53.45 feet; thence leaving said southerly line, North 00°03'35" West, 519.95 feet to the a point on the northerly line of said Parcel 4110-6; thence along said northerly line, South 89°55'44" East, 52.95 feet to the northeast corner of said Parcel 4110-6; thence along the easterly line of said Parcel 4110-6 and Parcel 4110-9, South 00°06'52" East, 519.95 feet to the **Point of Beginning**.

Containing 27,661 square feet or 0.64 acres, more or less.

As shown on Exhibit "B" attached hereto and made a part hereof.

Bearings shown on this survey are based on the California Coordinate System 1983 (2011), Zone 6, Epoch 2017.50, as established using the following National Geodetic Survey (NGS) Continuously Operating Reference Stations (CORS): BILL, P477, LMHG, PPBF and POBG, in accordance with the California Public Resources Code Sections 8801-8819. Multiply US Survey Foot distances shown by 1.000095 to obtain ground distances.

This real property description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors Act.



Sherrie Zimmerman, LS 8964



10-16-2019
Date

LEGEND

RS RECORD OF SURVEY
POB POINT OF BEGINNING
▨ TRANSMISSION LINE EASEMENT
DOC DOCUMENT

EXHIBIT "B"

BEING A PORTION OF PARCELS
4110-6 AND 4110-9 OF THE
RECORD OF SURVEY, FILED IN 70 RS 26
RIVERSIDE COUNTY, CALIFORNIA

PORTION OF PARCEL 1
114 PM 35



NORTHERLY LINE OF PARCEL 4110-6

RIVERSIDE COUNTY FLOOD CONTROL

APN: 461-160-022
PARCEL 4110-6
70 RS 26

LINE TABLE

L1 N89°55'44"W 53.45'

L2 S89°55'44"E 52.95'

RIVERSIDE COUNTY FLOOD CONTROL

APN: 461-160-028
PARCEL 4110-9
70 RS 26

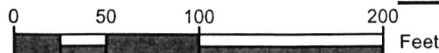
6' GRANT OF EASEMENT
TO SCE PER PER DOC 1982-2957
RECORDED JANUARY 7, 1982

SOUTHERLY LINE OF PARCEL 4110-9

LOT 12
431 MB 82

LEON ROAD

POB



SCALE 1" = 100'

BEARINGS SHOWN ON THIS SURVEY ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM 1983 (2011), ZONE 6, EPOCH 2017.50, AS ESTABLISHED USING THE FOLLOWING NATIONAL GEODETIC SURVEY (NGS) CONTINUOUSLY OPERATING REFERENCE STATIONS (CORS): BILL, P477, LMHG, PPBF AND POBG, IN ACCORDANCE WITH THE CALIFORNIA PUBLIC RESOURCES CODE SECTIONS 8801-8819. MULTIPLY US SURVEY FOOT DISTANCES SHOWN BY 1.000095 TO OBTAIN GROUND DISTANCES.

MARK THOMAS

WO NO. 801704628
DR. BY AD
CH. BY SJZ
DATE 10/16/19

461-160-022 & 028 RIVERSIDE COUNTY FLOOD
CONTROL AND WATER CONSERVATION DISTRICT
(SERIAL 72024A)
BEING A PORTION OF PARCELS 4110-6 AND 4110-9
OF THE RECORD OF SURVEY, FILED IN 70 RS 26
RIVERSIDE COUNTY, CALIFORNIA



SOUTHERN CALIFORNIA
EDISON
AN EDISON INTERNATIONAL COMPANY

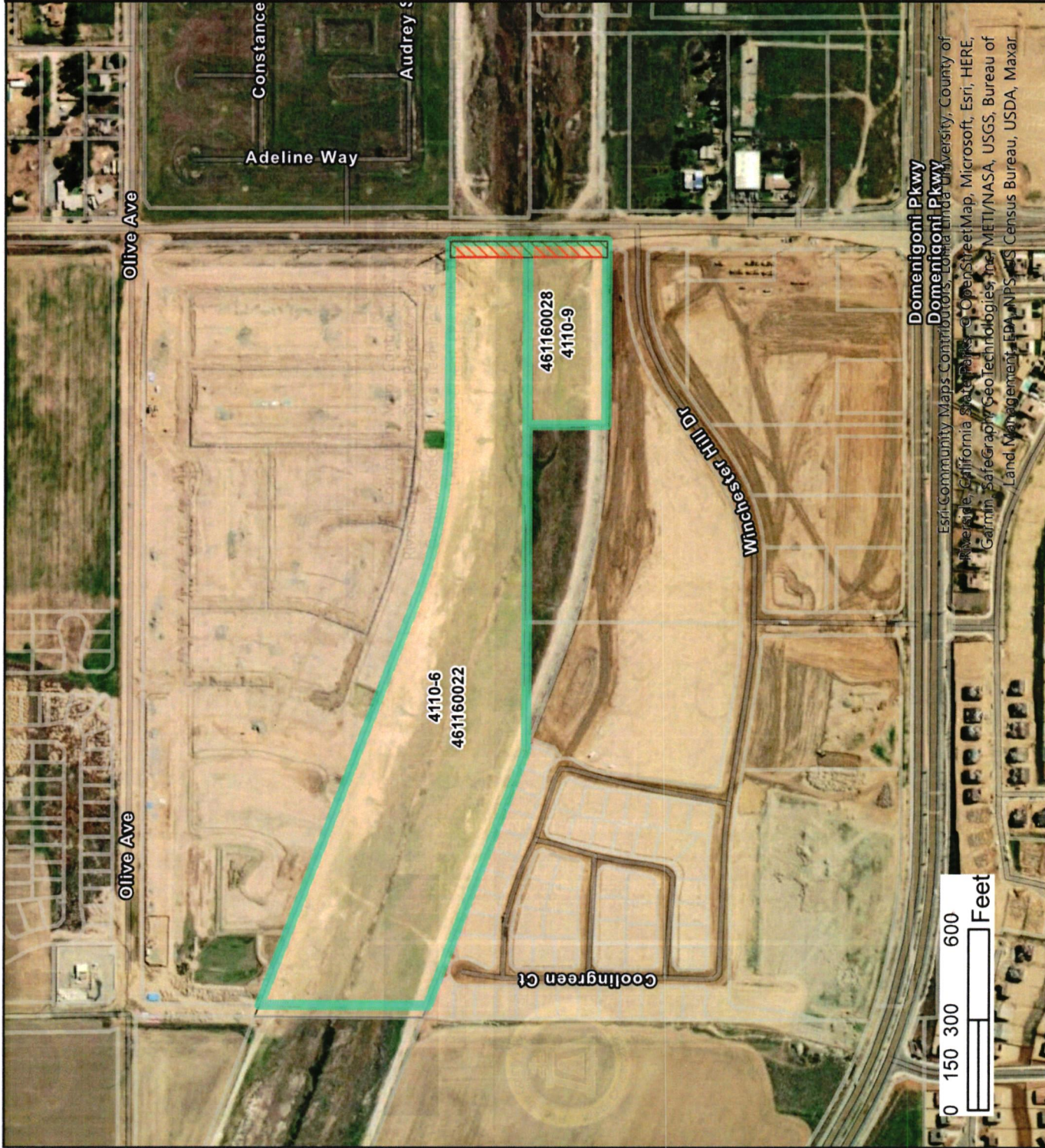
SHEET NO. 1
OF 1 SHEETS

SERIAL 72024A

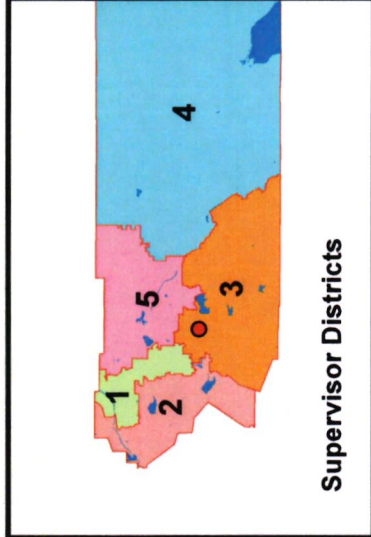
EXHIBIT C
LEGAL DESCRIPTION

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Assessor's Parcel Number: 461-160-022-4 & 461-160-028-0



Esri Community Maps Contributors, Tomlinson University, County of Riverside, California State Maps, OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc., METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, Maxar



Supervisor Districts

- Assessor Parcels
- Easement
- RCFC Parcels
- Location

Description

APNs 461-160-022 & 461-160-028
RCFC Parcels 4110-6 & 4110-9



RIVERSIDE COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT

SCE Valley South Sub-Transmission Project

Vicinity Map

