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



ITEM: 11.1 (ID # 23986) MEETING DATE: Tuesday, April 09, 2024

#### FROM : FLOOD CONTROL DISTRICT:

**SUBJECT:** FLOOD CONTROL DISTRICT: Adoption of Resolution No. F2024-06, Authorization to Convey Easement Interests in Real Property Over a Portion of Assessor's Parcel Numbers 377-430-036, 377-430-037, 377-140-023 and 377-081-013, Referenced as RCFC Parcel Numbers 3175-3A, 3175-2, 3175-1A and 3175-5, to Southern California Edison Company by Easement Deeds, Third Street Channel, Project No. 3-0-00175, Nothing Further is Required Under CEQA, District 2. [\$0]

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

 Find that the conveyance of easement interests 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 ("Lead Agency") for the Valleylvyglen and Alberhill Projects and certified by the Lead Agency;

Continued on Page 2

#### ACTION:Policy

RAL MGR-CHF FLD CNTRL ENG 3/28/2024

#### MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Gutierrez, 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 9, 2024
XC:	Flood

Kimberly A. Rector Clerk of the Board By: Mamu Depu

# 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:

- Adopt Resolution No. F2024-06, Authorization to Convey Easement Interests in Real Property over a Portion of Assessor's Parcel Numbers ("APN") 377-430-036, 377-430-037, 377-140-023 and 377-081-013, Referenced as RCFC Parcel Numbers 3175-3A, 3175-2, 3175-1A and 3175-5, to Southern California Edison Company by Easement Deeds, Third Street Channel Project, Project No. 3-0-00175;
- Authorize the Chair of the Riverside County Flood Control and Water Conservation District's ("District") Board of Supervisors ("Board") to execute the Purchase and Sale Agreement on behalf of the District;
- 4. Authorize the Chair of the District's Board to execute the Easement Deeds 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:	То	tal Cost:	Ongoing Cost		
COST	\$0	\$0		\$0		\$0	
NET COUNTY COST	\$0	\$0		\$0		\$0	
SOURCE OF FUNDS: N/A			Budget Adj	ustment:	No		
				For Fiscal Y	'ear: 23/24		

C.E.O. RECOMMENDATION: Approve

# BACKGROUND:

# <u>Summary</u>

On January 30, 2024, the District's Board adopted Resolution No. F2024-04, giving notice of intent to convey easement interests located in the city of Lake Elsinore, identified as APNs 377-430-036, 377-430-037, 377-140-023 and 377-081-013, referenced as RCFC Parcel Numbers 3175-3A, 3175-2, 3175-1A and 3175-5 ("Property"), to Southern California Edison Company.

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 city of Menifee Valley Substation through the city of Lake Elsinore and into the Ivyglen Substation in the unincorporated area of Temescal Valley. SCE's alignment uses public right of way when applicable.

SCE has offered Thirteen Thousand Five Hundred Dollars (\$13,500) to acquire underground easement interests being approximately 22,445 square feet, referenced as the Property.

This SCE 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

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

Commission ("CPUC") authorizing the construction project. The District is now prepared to convey the Property for utility purposes to SCE for construction and operation of an electric 115KV sub-transmission line.

Pursuant to the California Water Code Appendix §48-9, the District's Board 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 the easement interests 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 Section 15096 of the California Environmental Quality Act ("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 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. As such, the project would also be exempt pursuant to CEQA Guidelines Section 15061(b)(3).

Resolution No. F2024-06, the Purchase and Sale Agreement and the Easement Deeds have been approved as to form by County Counsel.

#### Impact on Residents and Businesses

None.

#### **Additional Fiscal Information**

All costs shall be borne by Southern California Edison Company.

#### **ATTACHMENTS:**

- 1. Resolution No. F2024-06
- 2. Purchase and Sale Agreement
- 3. Easement Deeds
- 4. Vicinity Map

P8/254385 YK:mm

4/2/2024 Jason Farin, Principal Management Analyst

Taron Gettis 3/28/2024

#### **BOARD OF SUPERVISORS**

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

#### **RESOLUTION NO. F2024-06**

#### AUTHORIZATION TO CONVEY EASEMENT INTERESTS IN REAL PROPERTY OVER A PORTION OF ASSESSOR'S PARCEL NUMBERS 377-430-036, 377-430-037, 377-140-023 AND 377-081-013, REFERENCED AS RCFC PARCEL NUMBERS 3175-3A, 3175-2, 3175-1A and 3175-5, TO SOUTHERN CALIFORNIA EDISON COMPANY BY EASEMENT DEEDS, THIRD STREET CHANNEL PROJECT, PROJECT NO. 3-0-00175

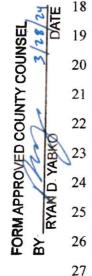
WHEREAS, On January 30, 2024, the Riverside County Flood Control and Water Conservation District's, a body corporate and politic ("District"), Board of Supervisors adopted Resolution No. F2024-04, giving notice of intent to convey easement interests located in the city of Lake Elsinore, identified as Assessor's Parcel Numbers ("APN") 377-430-036, 377-430-037, 377-140-023 and 377-081-013, referenced as RCFC Parcel Numbers 3175-3A, 3175-2, 3175-1A and 3175-5 ("Property"), to Southern California Edison Company; and

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

WHEREAS, SCE has requested to purchase easement interests from the District over portions of the referenced ROW, hereinafter referred to as Property and described in Exhibits "A", depicted in Exhibits "B" and referenced as Lands of Grantor in Exhibits "C", for the purpose of construction and maintenance of power poles and transmission lines for the appraised value of Thirteen Thousand Five Hundred Dollars (\$13,500); and

WHEREAS, SCE has requested underground easements for the construction, operation and maintenance of power poles and transmission lines; and

WHEREAS, the District has reviewed the improvement plans and determined that these facilities will not interfere with the District's continued operation and maintenance of the District's existing facility; and



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WHEREAS, the California Public Utilities Commission ("Lead Agency") approved and issued SCE
 a permit to construct (PTC Application 07-01-031, Decision 18-08-026) authorizing the construction of the
 project; and

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

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

13 NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the 14 District's Board, in regular session assembled on or after April 9, 2024 at or after 9:30 a.m., in its meeting 15 room located on the 1st Floor of the County Administrative Center, 4080 Lemon Street, Riverside, 16 California, with at least four-fifths of all members concurring, that the proposed environmental impacts 17 of the proposed actions have been sufficiently assessed by the EIR prepared and certified by the Lead 18 Agency, and that the proposed easement transactions will not have a significant impact on the environment 19 and, therefore, nothing further is required under CEQA for these actions as the District is merely conveying 20 an easement interest to a utility company for facility construction and maintenance purposes.

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

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

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the District's Board
 authorizes the conveyance of easements for construction and operation of electric sub-transmission lines and

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1	associated poles to SCE, the right of way, referenced as Property and more particularly described in Exhibit's	
2	"A", "B" and "C", being approximately 24,445 square feet.	
3	BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Chair of the District's	
4	Board is authorized to execute Easement Deeds on behalf of the District.	
5	BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the General Manager-	
6	Chief Engineer or his designee is authorized to execute any other documents and administer all actions	
7	necessary to complete this transaction.	
8		
9		
10	ROLL CALL:	
11	Ayes: Jeffries, Washington, Spiegel, Perez, and Gutierrez	
12	Nays: None	
13	Absent: None	
14		
15	The foregoing is certified to be a true copy of a resolution duly adopted by said	
16	Board of Supervisors on the date therein set forth.	
17		
18	KIMBERLY A. RECTOR, Clerk of said Board	
19	By: Deputy	
20	Deputy /	
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# EXHIBIT "A" LEGAL DESCRIPTION APN: 377-081-013 SERIAL NO. 72381A

#### **UNDERGROUND TRANSMISSION LINE EASEMENT**

THAT PORTION OF LOT 13 AS SHOWN ON THE MAP OF WALL'S FIRST ADDITION TO ELSINORE, IN THE CITY OF LAKE ELSINORE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, FILED IN BOOK 13, PAGE 620, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, STATE OF CALIFORNIA, SHOWN AS PARCEL 3175-5 OF THE RECORD OF SURVEY, IN THE CITY OF LAKE ELSINORE, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON THE MAP FILED IN BOOK 91, PAGES 29 THROUGH 36, INCLUSIVE OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE, SAID PORTION BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID PARCEL 3175-5;

THENCE ALONG THE SOUTHEASTERLY LINE THEREOF, SOUTH 43°42'42" WEST, 44.05 FEET;

THENCE LEAVING SAID SOUTHEASTERLY LINE, NORTH 17°47'42" EAST, 48.98 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID PARCEL 3175-5;

THENCE ALONG SAID NORTHEASTERLY LINE, SOUTH 46°16'29" EAST, 21.41 FEET TO THE **POINT OF BEGINNING**;

CONTAINING 472 SQUARE FEET OR 0.01 ACRES, MORE OR LESS.

ALL FOUND MONUMENT DESCRIPTIONS AND BASIS OF BEARINGS ARE AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

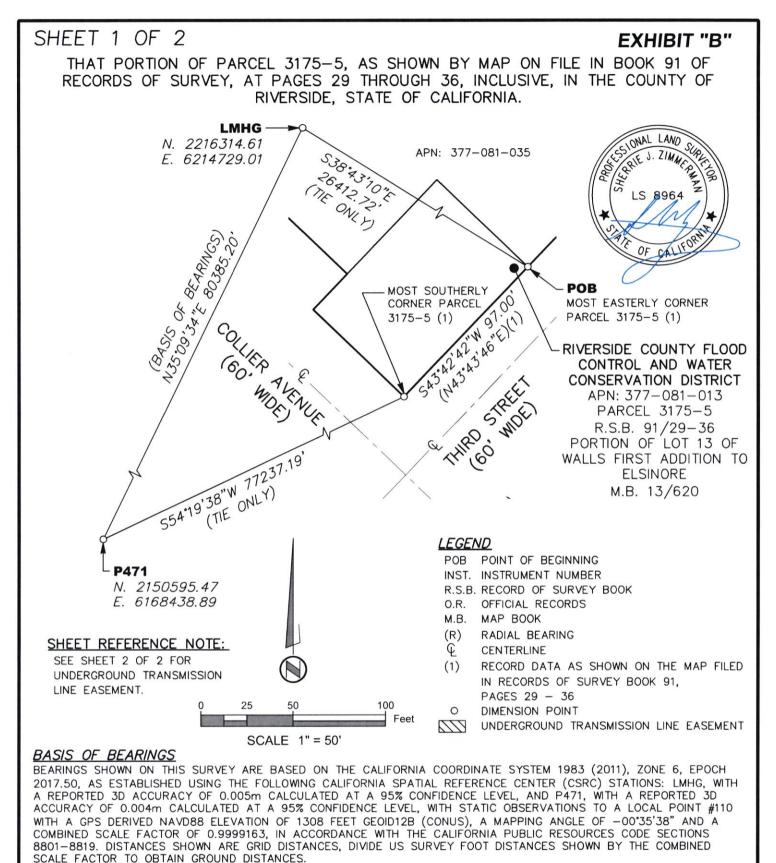
THIS DESCRIPTION IS NOT INTENDED FOR USE IN THE CONVEYANCE OF LAND IN VIOLATION OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA.

THIS REAL PROPERTY DESCRIPTION AND ACCOMPANIED EXHIBIT "B" HAS BEEN PREPARED AT MARK THOMAS, BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.

SHERRIE J. ZIMMERMAN LS. 8964

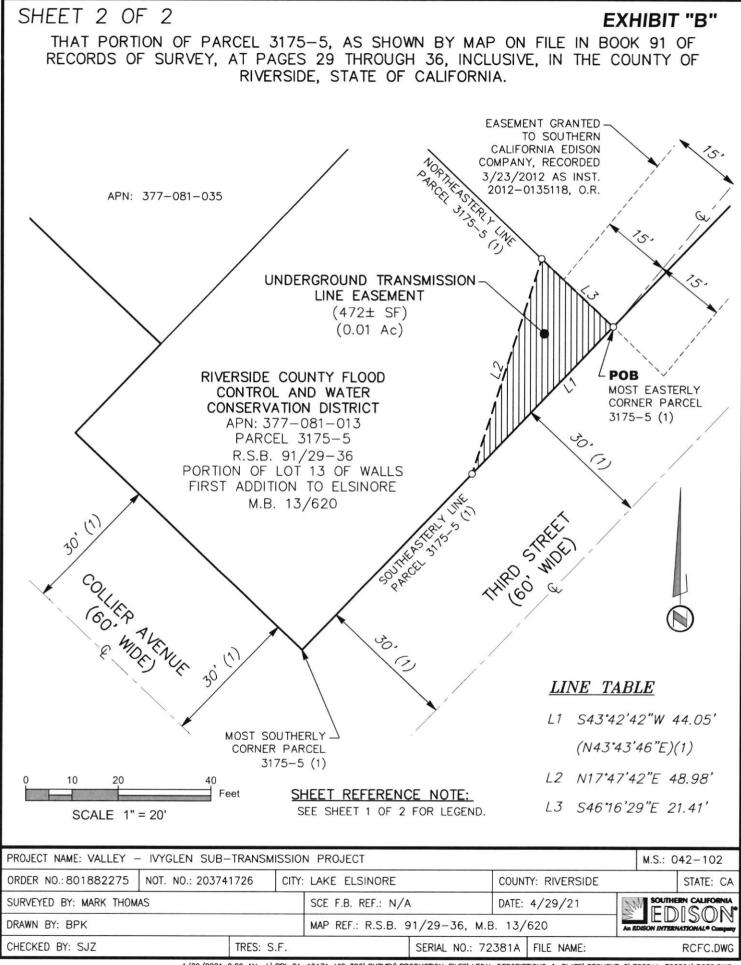


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PROJECT NAME: VALLEY - IVYGLEN SUB-TRANSMISSION PROJECT					M.S.: 0	042-102			
ORDER NO.: 801882275	NOT. NO.: 203741726	CITY:	LAKE ELSINORE		COUNT	Y: RIVERSIDE		STATE: CA	
SURVEYED BY: MARK THOMAS			SCE F.B. REF.: N/A		DATE: 4/29/21			EDISON*	
DRAWN BY: BPK			MAP REF.: R.S.B. 91/29-36, M.B. 13/620						
CHECKED BY: SJZ	TRES	S: S.F.		SERIAL NO.: 72	381A	FILE NAME:		RCFC.DWG	

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# EXHIBIT "C" LEGAL DESCRIPTION LANDS OF THE GRANTOR

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF LAKE ELSINORE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 13 OF WALL'S FIRST ADDITION TO ELSINORE, IN THE CITY OF LAKE ELSINORE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 13, PAGE 62 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS;

PARCEL 3175-5, IN THE CITY OF LAKE ELSINORE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 91, PAGES 29 THROUGH 36, INCLUSIVE, OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Assessor's Parcel Number: 377-081-013

# EXHIBIT " A" LEGAL DESCRIPTION APN: 377-430-036 & 377-430-037 SERIAL NO. 72383A

#### **UNDERGROUND TRANSMISSION LINE EASEMENT**

THAT PORTION OF LOTS 12 AND 13, IN THE CITY OF LAKE ELSINORE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ENTITLED GOODWIN, WHITTEN AND ELLIOT'S SUBDIVISIONS FILED IN BOOK 4, PAGE 241 IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AND ALSO A PORTION OF PARCEL 3175-1, AS SAID PARCEL IS SHOWN ON THE RECORD OF SURVEY FILED IN BOOK 91, PAGES 29 THROUGH 36, INCLUSIVE OF RECORD OF SURVEYS, AND A PORTION OF THE LAND DESCRIBED AS PARCEL 3175-1A, IN THE GRANT DEED RECORDED FEBRUARY 24, 1993, AS INSTRUMENT NUMBER 070623, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID RIVERSIDE COUNTY, SAID PORTION BEING DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE INTERSECTION OF THE CENTERLINE OF COLLIER AVENUE (76 FEET WIDE) AND THE CENTERLINE OF THIRD STREET (56 FEET WIDE) AS SAID INTERSECTION IS SHOWN ON SAID RECORD OF SURVEY;

THENCE ALONG THE CENTERLINE OF SAID THIRD STREET, SOUTH 43°43'48" WEST, 182.54 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID CENTERLINE AND ITS SOUTHERLY PROLONGATION, SAID PROLONGATION BEING THE SOUTHEASTERLY LINE OF SAID PARCEL 3175-1A, SOUTH 43°43'48" WEST, 1277.35 FEET;

THENCE NORTHERLY, LEAVING SAID SOUTHEASTERLY LINE, ALONG THE ARC OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 40.00 FEET, WHOSE RADIAL BEARS SOUTH 04°37'49" WEST, THROUGH A CENTRAL ANGLE OF 39°00'40", AN ARC DISTANCE OF 27.23 FEET;

THENCE NORTH 46°21'32" WEST, 88.84 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID PARCEL 3175-1;

THENCE ALONG SAID NORTHWESTERLY LINE, NORTH 43°40'41" EAST, 30.00 FEET;

THENCE LEAVING SAID NORTHWESTERLY LINE, SOUTH 46°21'32" EAST, 88.82 FEET;

THENCE ALONG THE ARC OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 10.00 FEET, THROUGH A CENTRAL ANGLE OF 89°54'20", AN ARC DISTANCE OF 15.69 FEET;

THENCE NORTH 43°44'08" EAST, 1162.49 FEET

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THENCE ALONG THE ARC OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 215.00 FEET, THROUGH A CENTRAL ANGLE OF 15°26'59", AN ARC DISTANCE OF 57.97 FEET;

THENCE NORTH 59°11'08" EAST, 27.54 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 21,973 SQUARE FEET OR 0.50 ACRES, MORE OR LESS.

ALL FOUND MONUMENT DESCRIPTIONS AND BASIS OF BEARINGS ARE AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

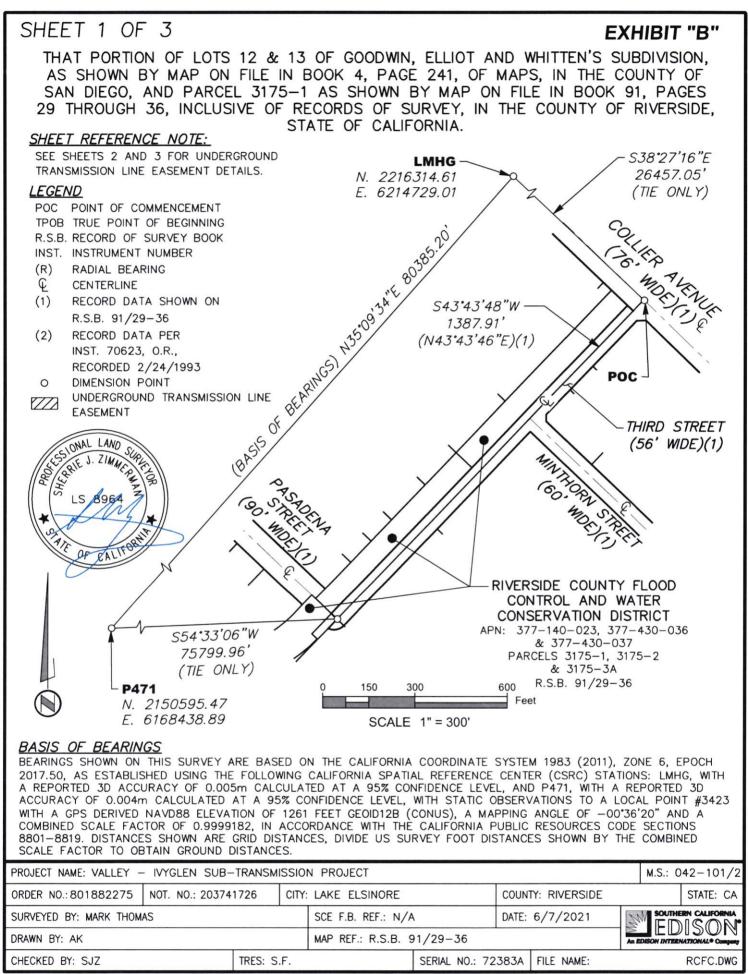
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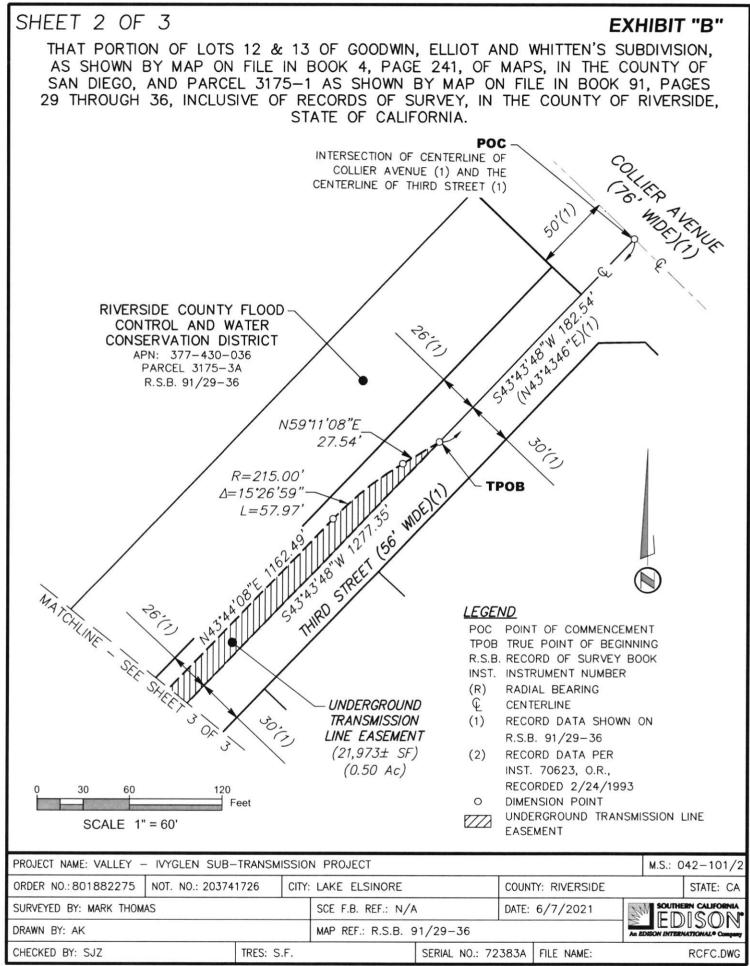
SHERRIE J. ZIMMERMAN DS. 8964



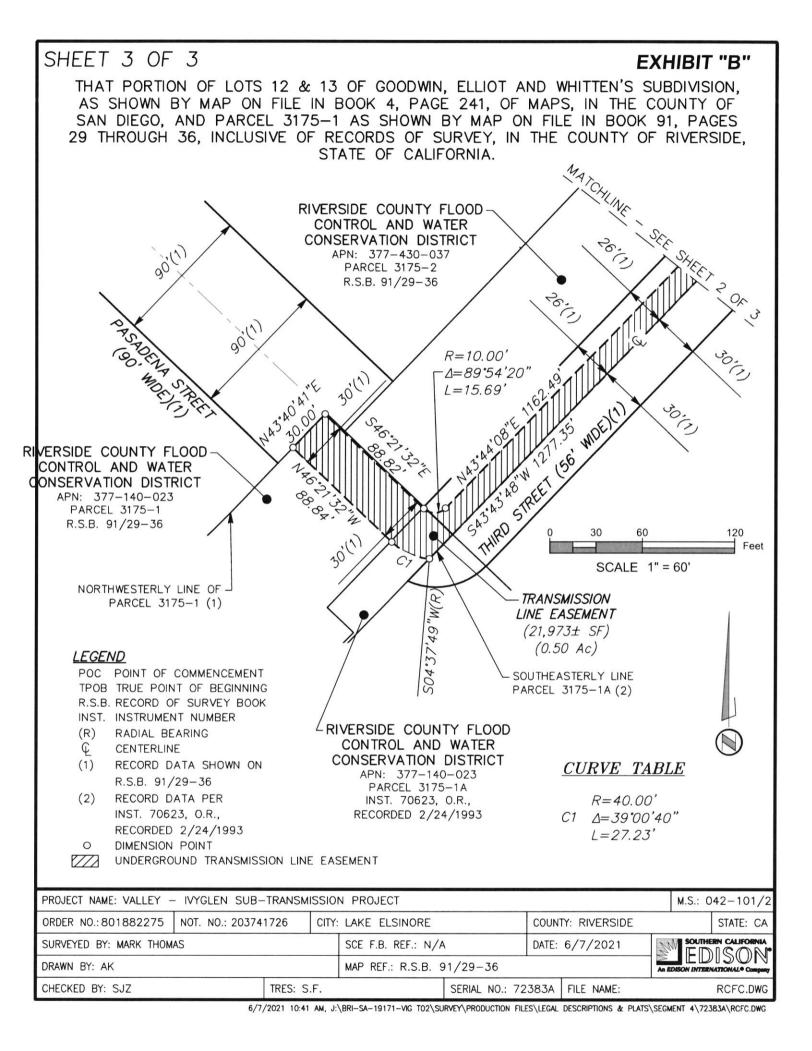
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# EXHIBIT "C" LEGAL DESCRIPTION LANDS OF THE GRANTOR

PARCEL A: (APN: 377-430-37)

THAT PORTION OF LOT 12 OF GOODWIN, WHITTEN AND ELLIOTT'S SUBDIVISION OF LOTS 8 AND 9, BLOCK A OF ELSINORE, IN THE CITY OF LAKE ELSINORE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 4, PAGE 241 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 3175-2, IN THE CITY OF LAKE ELSINORE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 91, PAGES 29 THROUGH 36, INCLUSIVE, OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH THE NORTHWESTERLY ONE-HALF OF 3RD STREET LYING ADJACENT TO SAID PARCEL 3175-2 ON THE SOUTHEAST, WHICH WOULD PASS BY OPERATION OF LAW UPON CONVEYANCE OF SAID PARCEL 3175-2.

PARCEL B: (APN: 377-430-36)

THAT PORTION OF LOT 13 OF GOODWIN, WHITTEN AND ELLIOTT'S SUBDIVISION OF LOTS 8 AND 9, BLOCK A OF ELSINORE, IN THE CITY OF LAKE ELSINORE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 4, PAGE 241 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCELS 3175-3A, 3175-3B AND 3175-4, IN THE CITY OF LAKE ELSINORE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 91, PAGES 29 THROUGH 36, INCLUSIVE, OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH THE NORTHWESTERLY ONE-HALF OF 3RD STREET LYING ADJACENT TO SAID PARCELS 3175-3A, 3175-3B AND 3175-4 ON THE SOUTHEAST, AND THE SOUTHWESTERLY ONE-HALF OF COLLIER AVENUE LYING ADJACENT TO SAID PARCEL 3175-3B ON THE NORTHEAST, WHICH WOULD PASS BY OPERATION OF LAW UPON CONVEYANCE OF SAID PARCEL 3175-3A, 3175-3B AND 3175-4.

PARCEL C: (APN: 377-140-023)

BEING A PORTION OF LOT 11 AS SHOWN IN MAP BOOK 4, PAGE 241, RECORDS OR SAN DIEGO COUNTY, CALIFORNIA. DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID LOT 11;

THENCE SOUTH 43° 43' 59" WEST ALONG THE SOUTHEAST LINE OF SAID LOT 11, A DISTANCE OF 567.65 FEET, TO THE NORTHEASTERLY LINE OF PARCEL 3040-62A AS SHOWN ON RECORD OF SURVEY BOOK 91 PAGES 29 THROUGH 35, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE NORTH 37° 58' 54" WEST ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 36.15 FEET, IN THE BEGINNING OF A NON—TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 310.00 FEET TO WHICH A RADIAL BEARS SOUTH 43° 59' 57" WEST;

THENCE NORTHWESTERLY ALONG SAID ARC, THROUGH A CENTER ANGLE OF 23° 36' 40" A DISTANCE OF 127.75;

THENCE NORTH 23° 50' 47" WEST ALONG SAID NORTHWEST LINE, A DISTANCE OF 40.25 FLEET, TO THE MOST SOUTHERLY POINT OF PARCEL 3175-1 AS SHOWN ON SAID RECORD OF SURVEY.

THENCE NORTH 41° 58' 14" EAST ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 3175-1, A DISTANCE OF 37.65 FEET, TO THE BEGINNING OF A NON—TANGENT CURVE CONCAVE NORTHERLY WITH A RADIUS OF 489.75 FEET TO WHICH A RADIAL BEARS SOUTH 06° 54' 16" WEST;

THENCE EASTERLY ALONG SAID ARC, THROUGH A CENTRAL ANGLE OF 53° 10' 30", A DISTANCE OF 454.53 FEET;

THENCE NORTH 46° 16' 14" WEST ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 24.00 FEET:

THENCE NORTH 43° 43' 46" EAST ALONG SAID SOUTHEASTERLY LINE OF SAID PARCEL 3175-1, A DISTANCE OF 90.88 FEET, TO A POINT ON THE CENTERLINE OF PASADENA STREET AS SHOWN ON SAID RECORD OF SURVEY,

THENCE SOUTH 45° 17' 03" EAST ALONG SAID CENTERLINE, A DISTANCE OF 26.00 FEET, TO THE POINT OF BEGINNING.

PARCELS 3040-62A, 3040-62B, AND 3040-62E OF THAT CERTAIN GRANT DEED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND RECORDED FEBRUARY 24, 1993 AS INSTRUMENT NO. 70624 OF OFFICIAL RECORDS

PARCEL 3175-1 OF THAT CERTAIN GRANT DEED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND RECORDED FEBRUARY 24, 1993 AS INSTRUMENT NO. 70625 OF OFFICIAL RECORDS.

# PARCELS 3040-20LL, 3040-20MM OF THAT CERTAIN QUITCLAIM DEED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND RECORDED FEBRUARY 24, 1993 AS INSTRUMENT NO. 420648 OF OFFICIAL RECORDS.

Assessor's Parcel Number: 377-430-036 & 377-430-037 and 377-140-023

SERIAL NO(s): APN(s): PROJECT: 72383A and 72381A 377-430-036, 377-430-037, 377-140-023, and 377-081-013 Valley Ivyglen Subtransmission 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 California corporation ("SCE"), and The Riverside County Flood Control and Water Conservation District, a body corporate and politic ("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 (a) an easement on portions of Grantor's property, identified as Assessor's Parcel Number(s) 377-430-036, 377-430-037 and 377-140-023, located along 3rd Street, Lake Elsinore, County of Riverside, State of California (said portions hereinafter called the "**3rd Street Subject Property**") and (b) an easement on portions of Grantor's property, identified as Assessor's Parcel Number 377-081-013, located at the corner of Collier Avenue and 3rd Street, Lake Elsinore, County of Riverside, State of California (said portion hereinafter called the "**Corner Subject Property**"; collectively with the 3rd Street Subject Property, the **Subject Property**") are necessary for the construction and operation of the Project.

WHEREAS, SCE has extended an offer to purchase the easements 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 conveyances are in the public interest and the interests in the land being conveyed will not substantially conflict or interfere with the use of the Grantor's property by the Grantor.

WHEREAS, Grantor acknowledges that SCE has the constitutional and statutory power to acquire easements 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 easements.

**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 easements on the Subject Property.

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

1. <u>AGREEMENT TO SELL AND PURCHASE</u>. Grantor represents and warrants that it, and it alone, owns the Subject Property and Grantor agrees to grant to SCE, and SCE agrees to purchase from Grantor, (a) an easement on the 3rd Street Subject Property (the "**3rd Street Easement**"), substantially in the form of Exhibit A, which is attached hereto and incorporated herein and (b) an easement on the Corner Subject Property (the "**Corner Easement**"; collectively, with the 3rd Street Easement, the "**Easements**"), substantially in the form of Exhibit B, which is attached hereto and incorporated herein, on the terms and for the consideration set forth in this Agreement. The grants of Easements are referred to herein as the "**Easement Documents**."

APR 0 9 2024

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- <u>PURCHASE PRICE</u>. The purchase price for the 3rd Street Easement is One Thousand Dollars (\$1,000) and the purchase price for the Corner Easement is Twelve Thousand Five Hundred Dollars (\$12,500). The total purchase price for the Easements, therefore, is the sum of **THIRTEEN THOUSAND FIVE HUNDRED DOLLARS (\$13,500) ("Purchase Price")**. The Purchase Price shall be payable as set forth below.
- 3. <u>CONVEYANCE OF TITLE</u>. Grantor agrees to convey the Easements, 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. <u>TITLE INSURANCE POLICY</u>. 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. <u>TRANSACTION</u>. Grantor shall execute and deliver the Easements in recordable form to SCE's title department concurrently with this Agreement, or as soon as possible thereafter when the Easements are available. SCE's title department shall handle the process of recording the Easement Documents. SCE shall send payment referenced in Paragraph 2 above concurrently with the recording of the Easements. 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. <u>TRANSACTION COSTS</u>. SCE agrees to pay all transaction costs and fees related to the recording and conveyance of the Easements, including but not limited to, recording and title insurance fees incurred in this transaction.
- 7. <u>POSSESSION AND USE</u>. 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 21 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. <u>FULL AND COMPLETE SETTLEMENT IN LIEU OF CONDEMNATION</u>. 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 Easements set forth herein under the threat of the power of eminent domain. Grantor acknowledges that SCE's

acquisition of the Easements 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 Easements, including but not limited to full payment of just compensation in eminent domain by reason of SCE's acquisition of the Easements, 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 Easements 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 Easements and/or construction of the Project as proposed.

- 9. <u>PARCEL SOLD "AS-IS"</u>. 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. <u>RENTAL AND LEASEHOLD INTEREST</u>. 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. <u>WARRANTIES, REPRESENTATIONS, AND COVENANTS OF GRANTOR</u>. 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 of the California Health and Safety Code, Division 20, Chapter 25316 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 byphenyls, (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. <u>COMPLIANCE WITH ENVIRONMENTAL LAWS</u>. 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. <u>COUNTERPARTS</u>. 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. <u>CONTINGENCY</u>. 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. <u>NO BROKERS</u>. 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 <u>JURISDICTION AND VENUE</u>. 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. <u>ASSIGNMENT</u>. 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. <u>COOPERATION</u>. 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. <u>ENTIRE AGREEMENT, WAIVER AND MODIFICATION</u>. 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. <u>NOTICES</u>. 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
	AND WATER CONSERVATION DISTRICT
	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. <u>RECORDING</u>. SCE shall record the Easement Documents with the Riverside County Recorder's Office.
- 23. <u>SEVERABILITY</u>. 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 affect 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. <u>CONSTRUCTION</u>. 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. <u>AUTHORITY</u>. 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. <u>ATTORNEY'S FEES</u>. 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. <u>IDENTIFICATION OF GRANTOR</u>. 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:** 

By:\_ JASON E. UHLEY General Manager-Chief Engineer

3-27-24 Date:

APPROVED AS TO FORM: MINH C. TRAN County Counsel

By: **RYAN YABKO** 

Deputy County Counsel

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

KAREN SPIEGEL, Chair

Riverside County Flood Control and Water Conservation District Board of Supervisors

1,24 Date:

ATTEST: KIMBERLY RECTOR Clerk of the Board

By: \_\_\_\_



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# **GRANTEE:**

Dated: March 25, 2024

# SOUTHERN CALIFORNIA EDISON COMPANY

By: 🧲 Name: Citherny Zeraya

Its: LAND ACOULSITIM MANAGER

# EXHIBIT A GRANT OF 3RD STREET EASEMENT

#### RECORDING REQUESTED BY SOUTHERN CALIFORNIA EDISON COMPANY

WHEN RECORDED MAIL TO SOUTHERN CALIFORNIA EDISON COMPANY 2 INNOVATION WAY, 2<sup>ND</sup> FLOOR POMONA, CA 91768 ATTN: TITLE & REAL ESTATE SERVICES

#### SPACE ABOVE THIS LINE FOR RECORDER'S USE

#### **GRANT OF 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

SERIAL NUMBER: 72383A LOCATION: County of Riverside APN: 377-430-036, 037 & 377-140-023 APPROVED BY: BY\_\_\_\_\_\_\_DATE\_\_<u>3 | 25| 2024</u>

PROJECT: VALLEY IVYGLEN SERVICE ORDER: 801882275 V&LM FILE NUMBER: ACQ203741726 SCE DOCUMENT NUMBER: 522183

**Riverside County Flood Control and Water Conservation District**, a body corporate and politic, hereinafter called "Grantor", hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns, hereinafter called "Grantee", a permanent 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 underground systems and communication systems, consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for conveying electric energy to be used for light, heat, power and for transmitting intelligence by electrical means and/or other purposes (collectively, "Facilities"), in under, on, over, along and across a strip of land of varying width, hereinafter referred to as "Right of Way Strip", lying within that certain real property of the Grantor, situated in the County of Riverside, State of California, and more particularly described in Exhibit "C" attached hereto and by this reference made a part hereof.

The said Right of Way Strip is more particularly described on the Exhibit "A" and more particularly shown on the Exhibit "B", both attached hereto and by this reference made a part hereof. Grantee shall maintain the Right of Way Strip together with any improvements constructed or installed thereon and associated with Grantee's use of the Right of Way Strip. The operation and maintenance of such improvements and of the Right of Way Strip shall be at Grantee's sole cost and expense.

Grantee understands that the Right of Way Strip is within a flood control channel that the Grantor actively uses and maintains for flood conveyance purposes and protection of the public. Grantee's construction and maintenance of its facilities shall not materially interfere with the use by and operation and activities of Grantor on its property. Furthermore, Grantee acknowledges that flooding is possible at any time and understands that Grantor makes no representation nor warranty as to the condition nor security of the property, nor that Grantee's facilities will be protected from damage due to flooding or other causes.

Prior to any major construction or modifications, within the Right of Way Strip, except during an emergency, Grantee shall obtain Grantor's written consent, which consent shall not be unreasonably withheld, delayed or conditioned provided that the proposed construction or modifications, will in Grantor's opinion, not impair Grantor's use of the land, nor the natural flow of flood waters through the Right of Way Strip.

Grantee shall have the right to use existing roads on lands of Grantor within and/or adjoining said Right of Way Strip, as shall be reasonably necessary or convenient to Grantee's access to and use of its Right of Way Strip located on the lands of the Grantor or lands of others, and the right to use all reasonably necessary and convenient means of ingress and egress from said Right of Way Strip from the public highway most convenient thereto, for the uses and purposes and the exercising of the rights herein granted.

Grantor further grants, bargains, sells and conveys unto the Grantee the right of assignment, in whole or in part, to others, and the right to apportion or divide in whatever reasonable manner Grantee deems desirable, any one or more, or all, of the easements and rights, including but not limited to all rights of access and ingress and egress granted to the Grantee by this Grant of Easement.

Grantor hereby also grants to Grantee, its successors and assigns, and its and their contractors, agents, and employees, for no additional compensation, other than the valuable consideration already given for this easement to Grantor, the right to clear and to keep clear said Right of Way Strip, free from explosives, buildings, structures, equipment, brush, combustible material and any and all other obstructions of any kind, including but not limited to planter boxes, walls, fences and earth fill (except as herein provided) and the right to trim or remove any tree, treeroot, vine or shrub which in the opinion of Grantee, may endanger said Facilities or interfere with the exercise of the rights herein granted.

Grantee shall not use, deposit or permit the use or deposit of any Hazardous Substances (as defined herein) on the Right of Way Strip or on any other real property of Grantor adjacent to the Right of Way Strip other than those nominal substances typically utilized in Grantee's facilities and in Grantee's operations. The term "Hazardous Substances" means any substances classified as pollutants, hazardous wastes, hazardous substances, hazardous materials, extremely hazardous wastes, toxic substances, toxic pollutants, contaminants, pollutants or words of similar meaning or regulatory effect under any present or future environmental laws or that the presence of which on, in or under the Right of Way Strip is prohibited under federal, state or county environmental law.

Grantor expressly reserves for itself, its successors and its assigns, the right to grant other easements or licenses at the same location so long as such uses do not unreasonably interfere with the rights herein granted. Grantor shall not grant other easements or licenses without previous written consent of the Grantee, which consent shall not be unreasonably withheld, delayed, or conditioned.

Grantor reserves for Grantor and Grantor's heirs and assigns, all rights to use, modify and/or construct any improvements on, over, across and under said Right of Way Strip for all purposes related to the management or control of flooding and protection of the public from impacts of flooding ("Reserved Rights"). Grantor agrees to make reasonable and diligent attempts to exercise such Reserved Rights in a manner that does not conflict or interfere with the rights granted herein to Grantee, and to notify and seek written consent of Grantee prior to any new improvements or modifications to or within the Right of Way Strip (including but not limited to any excavations or changes to the surface of the ground of the above described real property), which consent shall not be unreasonable withheld, delayed, or conditioned. Grantee and Grantor agree to collaborate and seek and implement mutually agreeable solutions that allow

Grantee shall be responsible for any damage to Grantor's property resulting from any exercise of the rights herein granted or damage resulting therefrom. Grantee shall promptly repair and restore to its original condition any of Grantor's property, including, but not limited to, roads and, utilities, that may be altered, damaged or destroyed in connection with the exercise of the Grant of Easement or use of the Right of Way Strip.

Grantee shall comply with all applicable laws, ordinances and regulations, including but not limited to all applicable regulatory, environmental and safety requirements at Grantee's sole cost and expense.

This Easement is subject to quasi-public utility, public utility, public alley, public street easements and rights of way of record.

Grantee shall pay all applicable taxes directly imposed against its facilities.

Except to the extent reasonably necessary to maintain, resurface and/or replace any means of ingress or egress (for which no consent from Grantee is required provided such maintenance, resurfacing and/or replacing does not impair Grantee's use of the easement), Grantor shall not excavate or change, nor permit the excavation or changing of the surface of the ground of the above described real property without the previous written consent of the Grantee, which consent shall not be unreasonably withheld, delayed, or conditioned.

The terms, covenants and conditions of this Grant of Easement shall bind and inure to the benefit of the successors and assigns of the Grantor and the successors and assigns of Grantee

[Signatures on next page]

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its officers thereunto duly authorized, this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_.

# **Riverside County Flood Control and Water Conservation District**, a body corporate and politic

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	pro	oved to me	e on the
basis of satisfactory evidence	to be the person(s) whose name(s) is/are	subs	crib	ed to the	within
instrument and acknowledged	to me that he/she/they executed the same	in hi	s/he	r/their au	thorized
capacity(ies), and that by his/h	er/their signature(s) on the instrument the pe	erson(	(s), c	or the enti	ity upon
behalf of which the person(s) ac	eted, 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 APN: 377-430-036 & 377-430-037 SERIAL NO. 72383A

#### UNDERGROUND TRANSMISSION LINE EASEMENT

THAT PORTION OF LOTS 12 AND 13, IN THE CITY OF LAKE ELSINORE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ENTITLED GOODWIN, WHITTEN AND ELLIOT'S SUBDIVISIONS FILED IN BOOK 4, PAGE 241 IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AND ALSO A PORTION OF PARCEL 3175-1, AS SAID PARCEL IS SHOWN ON THE RECORD OF SURVEY FILED IN BOOK 91, PAGES 29 THROUGH 36, INCLUSIVE OF RECORD OF SURVEYS, AND A PORTION OF THE LAND DESCRIBED AS PARCEL 3175-1A, IN THE GRANT DEED RECORDED FEBRUARY 24, 1993, AS INSTRUMENT NUMBER 070623, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID RIVERSIDE COUNTY, SAID PORTION BEING DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE INTERSECTION OF THE CENTERLINE OF COLLIER AVENUE (76 FEET WIDE) AND THE CENTERLINE OF THIRD STREET (56 FEET WIDE) AS SAID INTERSECTION IS SHOWN ON SAID RECORD OF SURVEY;

THENCE ALONG THE CENTERLINE OF SAID THIRD STREET, SOUTH 43°43'48" WEST, 182.54 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID CENTERLINE AND ITS SOUTHERLY PROLONGATION, SAID PROLONGATION BEING THE SOUTHEASTERLY LINE OF SAID PARCEL 3175-1A, SOUTH 43°43'48" WEST, 1277.35 FEET;

THENCE NORTHERLY, LEAVING SAID SOUTHEASTERLY LINE, ALONG THE ARC OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 40.00 FEET, WHOSE RADIAL BEARS SOUTH 04°37'49" WEST, THROUGH A CENTRAL ANGLE OF 39°00'40", AN ARC DISTANCE OF 27.23 FEET;

THENCE NORTH 46°21'32" WEST, 88.84 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID PARCEL 3175-1;

THENCE ALONG SAID NORTHWESTERLY LINE, NORTH 43°40'41" EAST, 30.00 FEET;

THENCE LEAVING SAID NORTHWESTERLY LINE, SOUTH 46°21'32" EAST, 88.82 FEET;

THENCE ALONG THE ARC OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 10.00 FEET, THROUGH A CENTRAL ANGLE OF 89°54'20", AN ARC DISTANCE OF 15.69 FEET;

THENCE NORTH 43°44'08" EAST, 1162.49 FEET

THENCE ALONG THE ARC OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 215.00 FEET, THROUGH A CENTRAL ANGLE OF 15°26'59", AN ARC DISTANCE OF 57.97 FEET;

THENCE NORTH 59°11'08" EAST, 27.54 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 21,973 SQUARE FEET OR 0.50 ACRES, MORE OR LESS.

ALL FOUND MONUMENT DESCRIPTIONS AND BASIS OF BEARINGS ARE AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

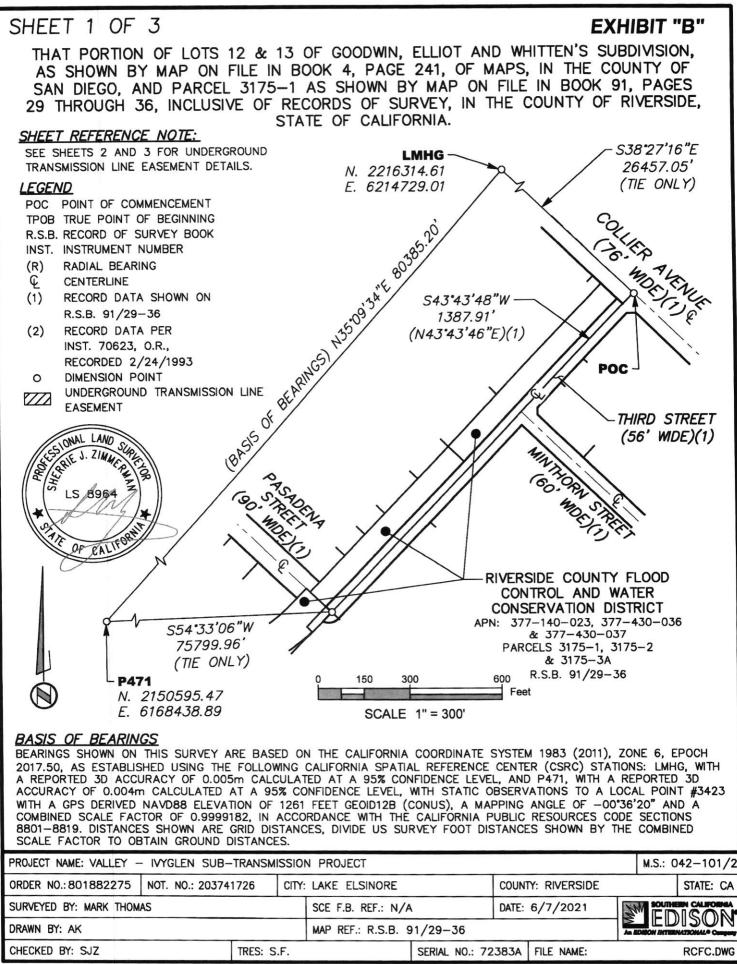
THIS DESCRIPTION IS NOT INTENDED FOR USE IN THE CONVEYANCE OF LAND IN VIOLATION OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA.

THIS REAL PROPERTY DESCRIPTION AND ACCOMPANIED EXHIBIT "B" HAS BEEN PREPARED AT MARK THOMAS, BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.

SHERRIE J. ZIMMERMAN LS. 8964

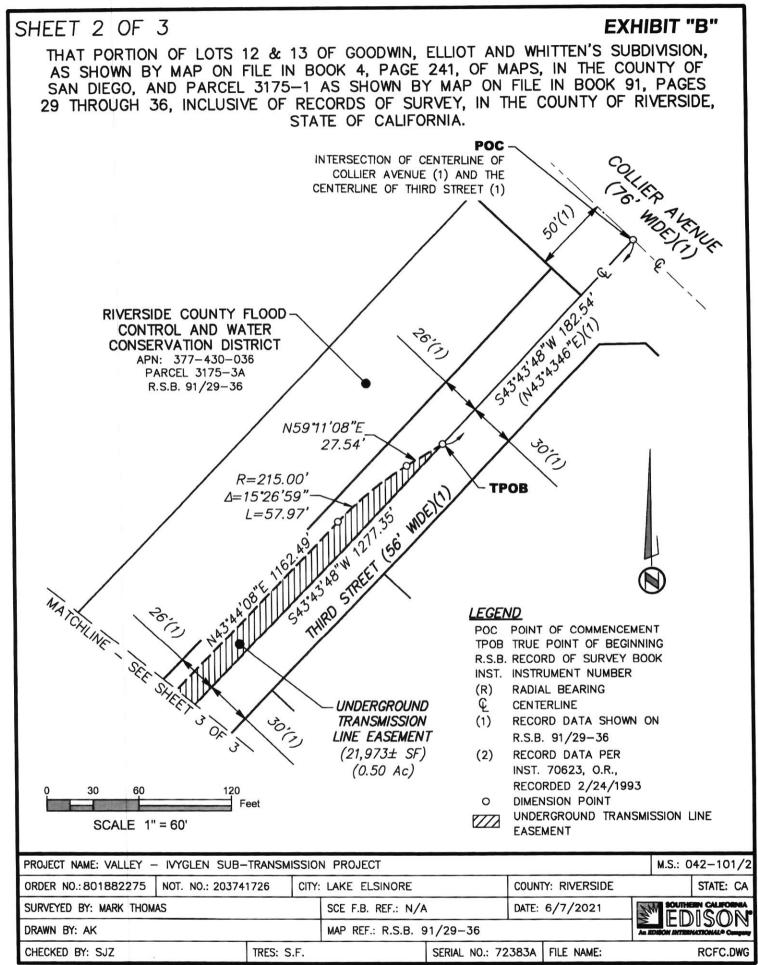


<u>6/7/2021</u> DATE

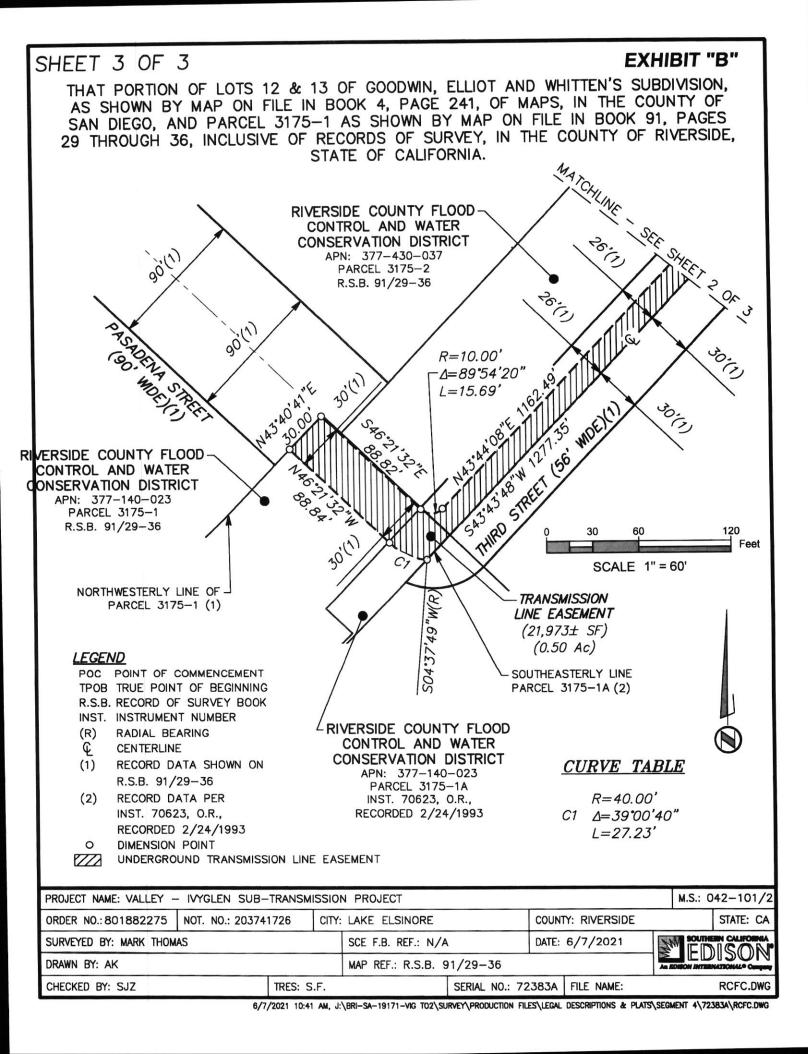


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## EXHIBIT "C" LEGAL DESCRIPTION LANDS OF THE GRANTOR

PARCEL A: (APN: 377-430-37)

THAT PORTION OF LOT 12 OF GOODWIN, WHITTEN AND ELLIOTT'S SUBDIVISION OF LOTS 8 AND 9, BLOCK A OF ELSINORE, IN THE CITY OF LAKE ELSINORE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 4, PAGE 241 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 3175-2, IN THE CITY OF LAKE ELSINORE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 91, PAGES 29 THROUGH 36, INCLUSIVE, OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH THE NORTHWESTERLY ONE-HALF OF 3RD STREET LYING ADJACENT TO SAID PARCEL 3175-2 ON THE SOUTHEAST, WHICH WOULD PASS BY OPERATION OF LAW UPON CONVEYANCE OF SAID PARCEL 3175-2.

PARCEL B: (APN: 377-430-36)

THAT PORTION OF LOT 13 OF GOODWIN, WHITTEN AND ELLIOTT'S SUBDIVISION OF LOTS 8 AND 9, BLOCK A OF ELSINORE, IN THE CITY OF LAKE ELSINORE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 4, PAGE 241 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCELS 3175-3A, 3175-3B AND 3175-4, IN THE CITY OF LAKE ELSINORE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 91, PAGES 29 THROUGH 36, INCLUSIVE, OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH THE NORTHWESTERLY ONE-HALF OF 3RD STREET LYING ADJACENT TO SAID PARCELS 3175-3A, 3175-3B AND 3175-4 ON THE SOUTHEAST, AND THE SOUTHWESTERLY ONE-HALF OF COLLIER AVENUE LYING ADJACENT TO SAID PARCEL 3175-3B ON THE NORTHEAST, WHICH WOULD PASS BY OPERATION OF LAW UPON CONVEYANCE OF SAID PARCEL 3175-3A, 3175-3B AND 3175-4.

PARCEL C: (APN: 377-140-023)

BEING A PORTION OF LOT 11 AS SHOWN IN MAP BOOK 4, PAGE 241, RECORDS OR SAN DIEGO COUNTY, CALIFORNIA. DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID LOT 11;

THENCE SOUTH 43° 43' 59" WEST ALONG THE SOUTHEAST LINE OF SAID LOT 11, A DISTANCE OF 567.65 FEET, TO THE NORTHEASTERLY LINE OF PARCEL 3040-62A AS SHOWN ON RECORD OF SURVEY BOOK 91 PAGES 29 THROUGH 35, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE NORTH 37° 58' 54" WEST ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 36.15 FEET, IN THE BEGINNING OF A NON—TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 310.00 FEET TO WHICH A RADIAL BEARS SOUTH 43° 59' 57" WEST;

THENCE NORTHWESTERLY ALONG SAID ARC, THROUGH A CENTER ANGLE OF 23° 36' 40" A DISTANCE OF 127.75;

THENCE NORTH 23° 50' 47" WEST ALONG SAID NORTHWEST LINE, A DISTANCE OF 40.25 FLEET, TO THE MOST SOUTHERLY POINT OF PARCEL 3175-1 AS SHOWN ON SAID RECORD OF SURVEY.

THENCE NORTH 41° 58' 14" EAST ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 3175-1, A DISTANCE OF 37.65 FEET, TO THE BEGINNING OF A NON—TANGENT CURVE CONCAVE NORTHERLY WITH A RADIUS OF 489.75 FEET TO WHICH A RADIAL BEARS SOUTH 06° 54' 16" WEST;

THENCE EASTERLY ALONG SAID ARC, THROUGH A CENTRAL ANGLE OF 53° 10' 30", A DISTANCE OF 454.53 FEET;

THENCE NORTH 46° 16' 14" WEST ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 24.00 FEET:

THENCE NORTH 43° 43' 46" EAST ALONG SAID SOUTHEASTERLY LINE OF SAID PARCEL 3175-1, A DISTANCE OF 90.88 FEET, TO A POINT ON THE CENTERLINE OF PASADENA STREET AS SHOWN ON SAID RECORD OF SURVEY,

THENCE SOUTH 45° 17' 03" EAST ALONG SAID CENTERLINE, A DISTANCE OF 26.00 FEET, TO THE POINT OF BEGINNING.

PARCELS 3040-62A, 3040-62B, AND 3040-62E OF THAT CERTAIN GRANT DEED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND RECORDED FEBRUARY 24, 1993 AS INSTRUMENT NO. 70624 OF OFFICIAL RECORDS

PARCEL 3175-1 OF THAT CERTAIN GRANT DEED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND RECORDED FEBRUARY 24, 1993 AS INSTRUMENT NO. 70625 OF OFFICIAL RECORDS.

PARCELS 3040-20LL, 3040-20MM OF THAT CERTAIN QUITCLAIM DEED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND RECORDED FEBRUARY 24, 1993 AS INSTRUMENT NO. 420648 OF OFFICIAL RECORDS.

Assessor's Parcel Number: 377-430-036 & 377-430-037 and 377-140-023

## EXHIBIT B

## **GRANT OF CORNER EASEMENT**

RECORDING REQUESTED BY SOUTHERN CALIFORNIA EDISON COMPANY

WHEN RECORDED MAIL TO SOUTHERN CALIFORNIA EDISON COMPANY 2 INNOVATION WAY, 2<sup>ND</sup> FLOOR POMONA, CA 91768 ATTN: TITLE & REAL ESTATE SERVICES

### SPACE ABOVE THIS LINE FOR RECORDER'S USE

#### **GRANT OF 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

SERIAL NUMBER: 72381A LOCATION: County of Riverside APN: 377-081-013

APPROVED BY: \_\_\_DATE\_3 125124 In BY\_ PROJECT: VALLEY IVYGLEN

PROJECT: VALLEY IVYGLEN SERVICE ORDER: 801882275 V&LM FILE NUMBER: ACQ203741726 SCE DOCUMENT NUMBER: 522181

**Riverside County Flood Control and Water Conservation District**, a body corporate and politic, hereinafter called "Grantor", hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns, hereinafter called "Grantee", a permanent 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 underground systems and communication systems, consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for conveying electric energy to be used for light, heat, power and for transmitting intelligence by electrical means and/or other purposes (collectively, "Facilities"), in under, on, over, along and across a strip of land of varying width, hereinafterreferred to as "Right of Way Strip", lying within that certain real property of the Grantor, situated in the County of Riverside, State of California, and more particularly described in Exhibit "C" attached hereto and by this reference made a part hereof.

The said Right of Way Strip is more particularly described on the Exhibit "A" and more particularly shown on the Exhibit "B", both attached hereto and by this reference made a part hereof. Grantee shall maintain the Right of Way Strip together with any improvements constructed or installed thereon and associated with Grantee's use of the Right of Way Strip. The operation and maintenance of such improvements and of the Right of Way Strip shall be at Grantee's sole cost and expense.

Grantee understands that the Right of Way Strip is within a flood control channel that the Grantor actively uses and maintains for flood conveyance purposes and protection of the public. Grantee's construction and maintenance of its facilities shall not materially interfere with the use by and operation and activities of Grantor on its property. Furthermore, Grantee acknowledges that flooding is possible at any time and understands that Grantor makes no representation nor warranty as to the condition nor security of the property, nor that Grantee's facilities will be protected from damage due to flooding or other causes. Prior to any major construction or modifications, within the Right of Way Strip, except during an emergency, Grantee shall obtain Grantor's written consent, which consent shall not be unreasonably withheld, delayed or conditioned provided that the proposed construction or modifications, will in Grantor's opinion, not impair Grantor's use of the land, nor the natural flow of flood waters through the Right of Way Strip.

Grantee shall have the right to use existing roads on lands of Grantor within and/or adjoining said Right of Way Strip, as shall be reasonably necessary or convenient to Grantee's access to and use of its Right of Way Strip located on the lands of the Grantor or lands of others, and the right to use all reasonably necessary and convenient means of ingress and egress from said Right of Way Strip from the public highway most convenient thereto, for the uses and purposes and the exercising of the rights herein granted.

Grantor further grants, bargains, sells and conveys unto the Grantee the right of assignment, in whole or in part, to others, and the right to apportion or divide in whatever reasonable manner Grantee deems desirable, any one or more, or all, of the easements and rights, including but not limited to all rights of access and ingress and egress granted to the Grantee by this Grant of Easement.

Grantor hereby also grants to Grantee, its successors and assigns, and its and their contractors, agents, and employees, for no additional compensation, other than the valuable consideration already given for this easement to Grantor, the right to clear and to keep clear said Right of Way Strip, free from explosives, buildings, structures, equipment, brush, combustible material and any and all other obstructions of any kind, including but not limited to planter boxes, walls, fences and earth fill (except as herein provided) and the right to trim or remove any tree, treeroot, vine or shrub which in the opinion of Grantee, may endanger said Facilities or interfere with the exercise of the rights herein granted.

Grantee shall not use, deposit or permit the use or deposit of any Hazardous Substances (asdefined herein) on the Right of Way Strip or on any other real property of Grantor adjacent to the Right of Way Strip other than those nominal substances typically utilized in Grantee's facilities and in Grantee's operations. The term "Hazardous Substances" means any substances classified as pollutants, hazardous wastes, hazardous substances, hazardous materials, extremely hazardous wastes, toxic substances, toxic pollutants, contaminants, pollutants or words of similar meaning orregulatory effect under any present or future environmental laws or that the presence of which on, in or under the Right of Way Strip is prohibited under federal, state or county environmental law.

Grantor expressly reserves for itself, its successors and its assigns, the right to grant other easements or licenses at the same location so long as such uses do not unreasonably interfere with the rights herein granted. Grantor shall not grant other easements or licenses without previous written consent of the Grantee, which consent shall not be unreasonably withheld, delayed, or conditioned.

Grantor reserves for Grantor and Grantor's heirs and assigns, all rights to use, modify and/or construct any improvements on, over, across and under said Right of Way Strip for all purposes related to the management or control of flooding and protection of the public from impacts of flooding ("Reserved Rights"). Grantor agrees to make reasonable and diligent attempts to exercise such Reserved Rights in a manner that does not conflict or interfere with the rights granted herein to Grantee, and to notify and seek written consent of Grantee prior to any new improvements or modifications to or within the Right of Way Strip (including but not limited to any excavations or changes to the surface of the ground of the above described real property), which consent shall not be unreasonable withheld, delayed, or conditioned.

Grantee and Grantor agree to collaborate and seek and implement mutually agreeable solutions that allow for both Grantor and Grantee use of the right of way strip.

Grantee shall be responsible for any damage to Grantor's property resulting from any exercise of the rights herein granted or damage resulting therefrom. Grantee shall promptly repair and restore to its original condition any of Grantor's property, including, but not limited to, roads and, utilities, that may be altered, damaged or destroyed in connection with the exercise of the Grantof Easement or use of the Right of Way Strip.

Grantee shall comply with all applicable laws, ordinances, and regulations, including but notlimited to all applicable regulatory, environmental and safety requirements at Grantee's sole cost and expense.

This Easement is subject to quasi-public utility, public utility, public alley, public street easements and rights of way of record.

Grantee shall pay all applicable taxes directly imposed against its facilities.

The terms, covenants and conditions of this Grant of Easement shall bind and inure to the benefit of the successors and assigns of the Grantor and the successors and assigns of Grantee.

[Signatures on next page]

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its officers thereunto duly authorized, this \_\_\_\_\_\_day of \_\_\_\_\_\_, 20\_\_\_\_.

**Riverside County Flood Control and** Water Conservation District, a body corporate and politic

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	•		_befor	e me,	)		- Mut to Market		,	a	Notary	y I	Public,
personally app	eared			40.00 x 20.00 x					who	pro	ved to	me	on the
basis of satisf	factory	evidence	to be	the	person(s)	whose	name(s)	is/are	subs	crib	ed to t	the	within
instrument and	d ackno	owledged	to me	that	he/she/th	ey exec	uted the	same	in hi	s/hei	/their	auth	orized
capacity(ies),	and tha	t by his/h	er/thei	r sigi	nature(s) o	on the in	strument	the pe	rson(	s), c	or the e	ntity	y upon
behalf of whic	h the pe	erson(s) ac	ted, ex	cecut	ed the inst	rument.							

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 APN: 377-081-013 SERIAL NO. 72381A

## UNDERGROUND TRANSMISSION LINE EASEMENT

THAT PORTION OF LOT 13 AS SHOWN ON THE MAP OF WALL'S FIRST ADDITION TO ELSINORE, IN THE CITY OF LAKE ELSINORE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, FILED IN BOOK 13, PAGE 620, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, STATE OF CALIFORNIA, SHOWN AS PARCEL 3175-5 OF THE RECORD OF SURVEY, IN THE CITY OF LAKE ELSINORE, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON THE MAP FILED IN BOOK 91, PAGES 29 THROUGH 36, INCLUSIVE OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE, SAID PORTION BEING DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE MOST EASTERLY CORNER OF SAID PARCEL 3175-5;

THENCE ALONG THE SOUTHEASTERLY LINE THEREOF, SOUTH 43°42'42" WEST, 44.05 FEET;

THENCE LEAVING SAID SOUTHEASTERLY LINE, NORTH 17°47'42" EAST, 48.98 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID PARCEL 3175-5;

THENCE ALONG SAID NORTHEASTERLY LINE, SOUTH 46°16'29" EAST, 21.41 FEET TO THE **POINT OF BEGINNING**;

CONTAINING 472 SQUARE FEET OR 0.01 ACRES, MORE OR LESS.

ALL FOUND MONUMENT DESCRIPTIONS AND BASIS OF BEARINGS ARE AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

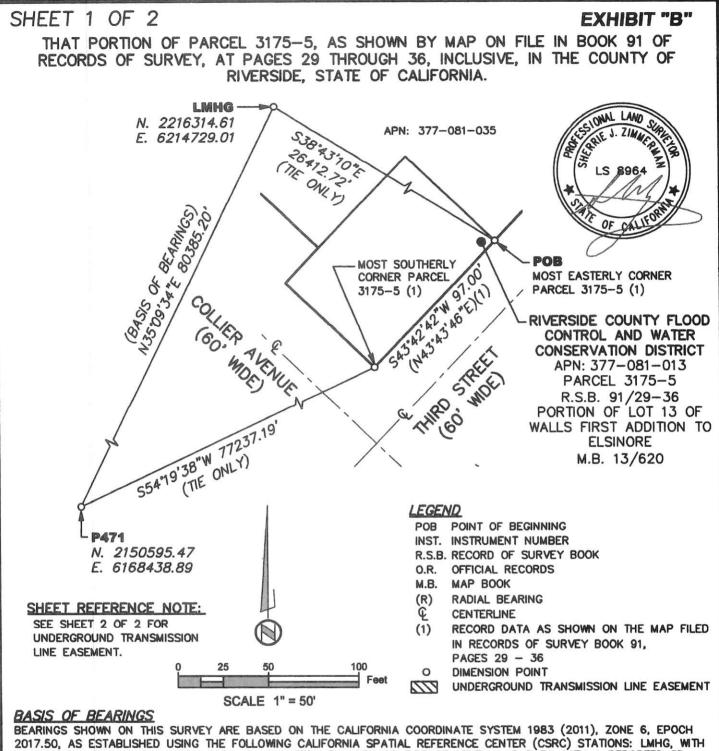
THIS DESCRIPTION IS NOT INTENDED FOR USE IN THE CONVEYANCE OF LAND IN VIOLATION OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA.

THIS REAL PROPERTY DESCRIPTION AND ACCOMPANIED EXHIBIT "B" HAS BEEN PREPARED AT MARK THOMAS, BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.

SHERRIE J. ZIMMERMAN LS. 8964



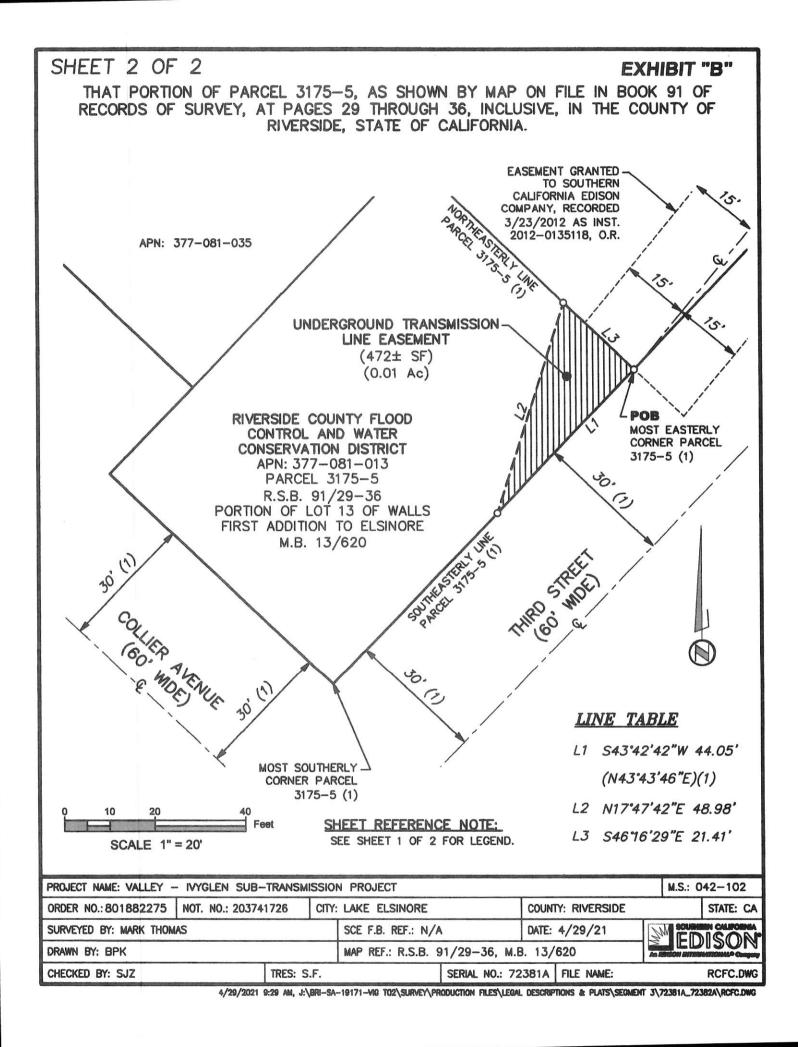
PAGE 1 OF 1



2017.50, AS ESTABLISHED USING THE FOLLOWING CALIFORNIA SPATIAL REFERENCE CENTER (CSRC) STATIONS: LMHG, WITH A REPORTED 3D ACCURACY OF 0.005m CALCULATED AT A 95% CONFIDENCE LEVEL, AND P471, WITH A REPORTED 3D ACCURACY OF 0.004m CALCULATED AT A 95% CONFIDENCE LEVEL, WITH STATIC OBSERVATIONS TO A LOCAL POINT #110 WITH A GPS DERIVED NAVD88 ELEVATION OF 1308 FEET GEOID128 (CONUS), A MAPPING ANGLE OF -00°35'38" AND A COMBINED SCALE FACTOR OF 0.9999163, IN ACCORDANCE WITH THE CALIFORNIA PUBLIC RESOURCES CODE SECTIONS 8801-8819. DISTANCES SHOWN ARE GRID DISTANCES, DIVIDE US SURVEY FOOT DISTANCES SHOWN BY THE COMBINED SCALE FACTOR TO OBTAIN GROUND DISTANCES.

PROJECT NAME: VALLEY -	IVYGLEN SUB-	TRANSMISSIO	N PROJECT			M.S.: (	042-102
ORDER NO .: 801882275	NOT. NO.: 203741	726 CITY:	LAKE ELSINORE	C	OUNTY: RIVERSIDE		STATE: CA
SURVEYED BY: MARK THOM	AS		SCE F.B. REF.: N/A	0	ATE: 4/29/21		DISON
DRAWN BY: BPK			MAP REF.: R.S.B. 9	1/29-36, M.B.	13/620		
CHECKED BY: SJZ		TRES: S.F.		SERIAL NO .: 7238	B1A FILE NAME:		RCFC.DWG

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#### **EXHIBIT "C"**

### LEGAL DESCRIPTION

#### LANDS OF THE GRANTOR

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF LAKE ELSINORE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 13 OF WALL'S FIRST ADDITION TO ELSINORE, IN THE CITY OF LAKE ELSINORE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 13, PAGE 62 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS;

PARCEL 3175-5, IN THE CITY OF LAKE ELSINORE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 91, PAGES 29 THROUGH 36, INCLUSIVE, OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Assessor's Parcel Number: 377-081-013

RECORDING REQUESTED BY SOUTHERN CALIFORNIA EDISON COMPANY

WHEN RECORDED MAIL TO SOUTHERN CALIFORNIA EDISON COMPANY 2 INNOVATION WAY, 2<sup>ND</sup> FLOOR POMONA, CA 91768 ATTN: TITLE & REAL ESTATE SERVICES

SPACE ABOVE THIS LINE FOR RECORDER'S USE

#### **GRANT OF 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

SERIAL NUMBER: 72381A LOCATION: County of Riverside APN: 377-081-013

APPROVED BY: BY Ch DATE 3 125124

PROJECT: VALLEY IVYGLEN SERVICE ORDER: 801882275 V&LM FILE NUMBER: ACQ203741726 SCE DOCUMENT NUMBER: 522181

**Riverside County Flood Control and Water Conservation District**, a body corporate and politic, hereinafter called "Grantor", hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns, hereinafter called "Grantee", a permanent 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 underground systems and communication systems, consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for conveying electric energy to be used for light, heat, power and for transmitting intelligence by electrical means and/or other purposes (collectively, "Facilities"), in under, on, over, along and across a strip of land of varying width, hereinafterreferred to as "Right of Way Strip", lying within that certain real property of the Grantor, situated inthe County of Riverside, State of California, and more particularly described in Exhibit "C" attached hereto and by this reference made a part hereof.

The said Right of Way Strip is more particularly described on the Exhibit "A" and more particularly shown on the Exhibit "B", both attached hereto and by this reference made a part hereof. Grantee shall maintain the Right of Way Strip together with any improvements constructed or installed thereon and associated with Grantee's use of the Right of Way Strip. The operation and maintenance of such improvements and of the Right of Way Strip shall be at Grantee's sole cost and expense.

Grantee understands that the Right of Way Strip is within a flood control channel that the Grantor actively uses and maintains for flood conveyance purposes and protection of the public. Grantee's construction and maintenance of its facilities shall not materially interfere with the use by and operation and activities of Grantor on its property. Furthermore, Grantee acknowledges that flooding is possible at any time and understands that Grantor makes no representation nor warranty as to the condition nor security of the property, nor that Grantee's facilities will be protected from damage due to flooding or other causes.

APR 0 9 2024

Prior to any major construction or modifications, within the Right of Way Strip, except during an emergency, Grantee shall obtain Grantor's written consent, which consent shall not be unreasonably withheld, delayed or conditioned provided that the proposed construction or modifications, will in Grantor's opinion, not impair Grantor's use of the land, nor the natural flow of flood waters through the Right of Way Strip.

Grantee shall have the right to use existing roads on lands of Grantor within and/or adjoining said Right of Way Strip, as shall be reasonably necessary or convenient to Grantee's access to and use of its Right of Way Strip located on the lands of the Grantor or lands of others, and the right to use all reasonably necessary and convenient means of ingress and egress from said Right of Way Strip from the public highway most convenient thereto, for the uses and purposes and the exercising of the rights herein granted.

Grantor further grants, bargains, sells and conveys unto the Grantee the right of assignment, in whole or in part, to others, and the right to apportion or divide in whatever reasonable manner Grantee deems desirable, any one or more, or all, of the easements and rights, including but not limited to all rights of access and ingress and egress granted to the Grantee by this Grant of Easement.

Grantor hereby also grants to Grantee, its successors and assigns, and its and their contractors, agents, and employees, for no additional compensation, other than the valuable consideration already given for this easement to Grantor, the right to clear and to keep clear said Right of Way Strip, free from explosives, buildings, structures, equipment, brush, combustible material and any and all other obstructions of any kind, including but not limited to planter boxes, walls, fences and earth fill (except as herein provided) and the right to trim or remove any tree, treeroot, vine or shrub which in the opinion of Grantee, may endanger said Facilities or interfere with the exercise of the rights herein granted.

Grantee shall not use, deposit or permit the use or deposit of any Hazardous Substances (asdefined herein) on the Right of Way Strip or on any other real property of Grantor adjacent to the Right of Way Strip other than those nominal substances typically utilized in Grantee's facilities and in Grantee's operations. The term "Hazardous Substances" means any substances classified as pollutants, hazardous wastes, hazardous substances, hazardous materials, extremely hazardous wastes, toxic substances, toxic pollutants, contaminants, pollutants or words of similar meaning orregulatory effect under any present or future environmental laws or that the presence of which on, in or under the Right of Way Strip is prohibited under federal, state or county environmental law.

Grantor expressly reserves for itself, its successors and its assigns, the right to grant other easements or licenses at the same location so long as such uses do not unreasonably interfere with the rights herein granted. Grantor shall not grant other easements or licenses without previous written consent of the Grantee, which consent shall not be unreasonably withheld, delayed, or conditioned.

Grantor reserves for Grantor and Grantor's heirs and assigns, all rights to use, modify and/or construct any improvements on, over, across and under said Right of Way Strip for all purposes related to the management or control of flooding and protection of the public from impacts of flooding ("Reserved Rights"). Grantor agrees to make reasonable and diligent attempts to exercise such Reserved Rights in a manner that does not conflict or interfere with the rights granted herein to Grantee, and to notify and seek written consent of Grantee prior to any new improvements or modifications to or within the Right of Way Strip (including but not limited to any excavations or changes to the surface of the ground of the above described real property), which consent shall not be unreasonable withheld, delayed, or conditioned.

#### GRANT OF EASEMENT SERIAL NUMBER: 72381A PROJECT: VALLEY IVYGLEN V&LM FILE NO.: ACQ203741726 Grantee and Grantor agr

Grantee and Grantor agree to collaborate and seek and implement mutually agreeable solutions that allow for both Grantor and Grantee use of the right of way strip.

Grantee shall be responsible for any damage to Grantor's property resulting from any exercise of the rights herein granted or damage resulting therefrom. Grantee shall promptly repair, and restore to its original condition any of Grantor's property, including, but not limited to, roads and, utilities, that may be altered, damaged or destroyed in connection with the exercise of the Grantof Easement or use of the Right of Way Strip.

Grantee shall comply with all applicable laws, ordinances, and regulations, including but notlimited to all applicable regulatory, environmental and safety requirements at Grantee's sole cost and expense.

This Easement is subject to quasi-public utility, public utility, public alley, public street easements and rights of way of record.

Grantee shall pay all applicable taxes directly imposed against its facilities.

The terms, covenants and conditions of this Grant of Easement shall bind and inure to the benefit of the successors and assigns of the Grantor and the successors and assigns of Grantee.

[Signatures on next page]

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its officers thereunto duly authorized, this  $0^{9}$  day of  $40^{10}$ ,  $20^{24}$ .

**Riverside County Flood Control and** Water Conservation-District, a body corporate and politic

By: Karen S. Spiegel

Name: KAREN SPIEGEL

Its: CHAIR, BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL RYAND

ATTEST: KIMBERLY A. RECTOR, Clerk By U

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	
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# COUNTY OF RIVERSIDE

On April 09, 2024, before me, Naomy Sicra, a COB Assistant, personally appeared Karen Spiegel, Chair of the Riverside County Flood Control and Water Conservation District Board of Supervisors, 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; 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: Many Li

(SEAL)

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

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 (EMBOSSED ON DOCUMENT)

## RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1945

CALIFORNIA

Date: 04/09/2024

Signature:

Print Name: Naomy Sicra, Clerk of Board Assistant

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	pro	ved to me	e on the
basis of satisfactory evidence	to be the person(s) whose name(s) is/are	subs	crib	ed to the	e within
instrument and acknowledged	to me that he/she/they executed the same	in hi	s/he	r/their au	thorized
capacity(ies), and that by his/he	er/their signature(s) on the instrument the pe	rson(	s), c	or the enti	ity upon
behalf of which the person(s) ac	ted, 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 APN: 377-081-013 SERIAL NO. 72381A

#### UNDERGROUND TRANSMISSION LINE EASEMENT

THAT PORTION OF LOT 13 AS SHOWN ON THE MAP OF WALL'S FIRST ADDITION TO ELSINORE, IN THE CITY OF LAKE ELSINORE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, FILED IN BOOK 13, PAGE 620, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, STATE OF CALIFORNIA, SHOWN AS PARCEL 3175-5 OF THE RECORD OF SURVEY, IN THE CITY OF LAKE ELSINORE, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON THE MAP FILED IN BOOK 91, PAGES 29 THROUGH 36, INCLUSIVE OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE, SAID PORTION BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID PARCEL 3175-5;

THENCE ALONG THE SOUTHEASTERLY LINE THEREOF, SOUTH 43°42'42" WEST, 44.05 FEET;

THENCE LEAVING SAID SOUTHEASTERLY LINE, NORTH 17°47'42" EAST, 48.98 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID PARCEL 3175-5;

THENCE ALONG SAID NORTHEASTERLY LINE, SOUTH 46°16'29" EAST, 21.41 FEET TO THE **POINT OF BEGINNING**;

CONTAINING 472 SQUARE FEET OR 0.01 ACRES, MORE OR LESS.

ALL FOUND MONUMENT DESCRIPTIONS AND BASIS OF BEARINGS ARE AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

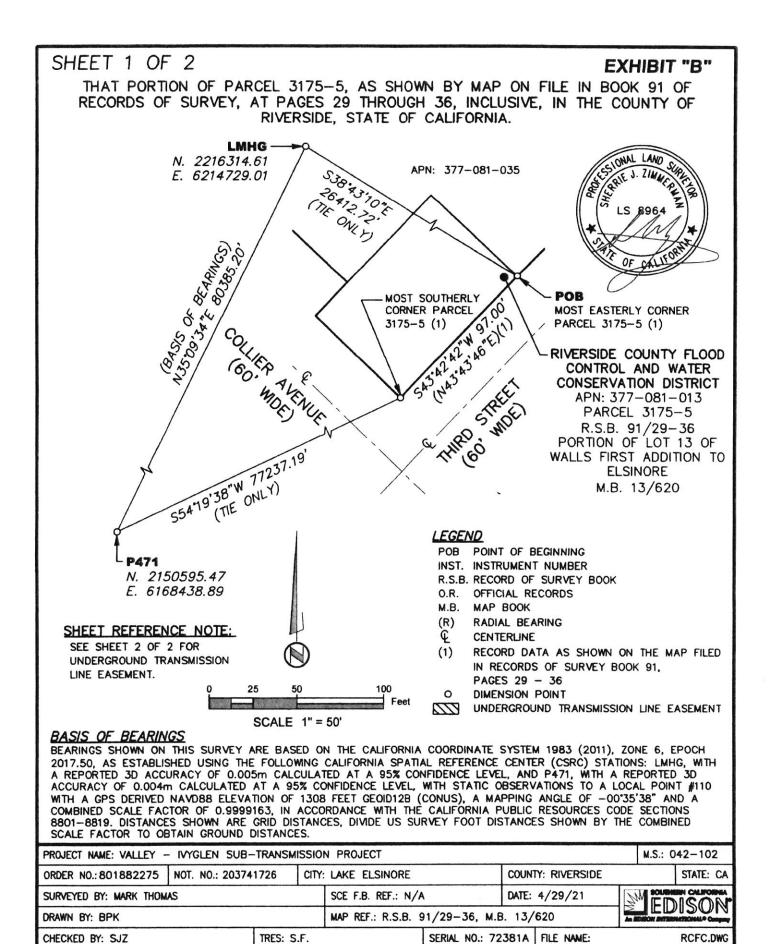
THIS DESCRIPTION IS NOT INTENDED FOR USE IN THE CONVEYANCE OF LAND IN VIOLATION OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA.

THIS REAL PROPERTY DESCRIPTION AND ACCOMPANIED EXHIBIT "B" HAS BEEN PREPARED AT MARK THOMAS, BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.

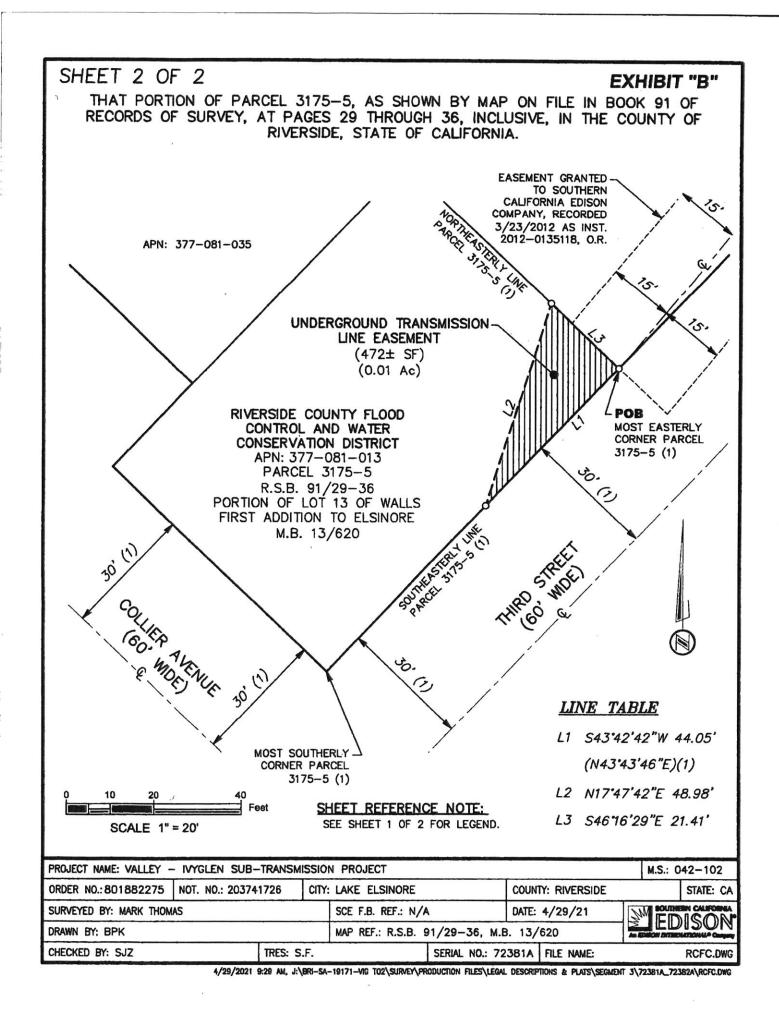
SHERRIE J. ZIMMERMAN LS. 8964

ONAL LAND 4/29/2021 LS 8964 DATE 0F CA.

PAGE 1 OF 1



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#### EXHIBIT "C"

#### LEGAL DESCRIPTION

### LANDS OF THE GRANTOR

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF LAKE ELSINORE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 13 OF WALL'S FIRST ADDITION TO ELSINORE, IN THE CITY OF LAKE ELSINORE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 13, PAGE 62 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS;

PARCEL 3175-5, IN THE CITY OF LAKE ELSINORE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 91, PAGES 29 THROUGH 36, INCLUSIVE, OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Assessor's Parcel Number: 377-081-013

#### RECORDING REQUESTED BY SOUTHERN CALIFORNIA EDISON COMPANY

WHEN RECORDED MAIL TO SOUTHERN CALIFORNIA EDISON COMPANY 2 INNOVATION WAY, 2<sup>ND</sup> FLOOR POMONA, CA 91768 ATTN: TITLE & REAL ESTATE SERVICES

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### **GRANT OF 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

SERIAL NUMBER: 72383A LOCATION: County of Riverside APN: 377-430-036, 037 & 377-140-023 APPROVED BY: BY\_\_\_\_\_\_DATE\_\_\_\_\_\_J\_25 / 202.4

PROJECT: VALLEY IVYGLEN SERVICE ORDER: 801882275 V&LM FILE NUMBER: ACQ203741726 SCE DOCUMENT NUMBER: 522183

**Riverside County Flood Control and Water Conservation District**, a body corporate and politic, hereinafter called "Grantor", hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns, hereinafter called "Grantee", a permanent 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 underground systems and communication systems, consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for conveying electric energy to be used for light, heat, power and for transmitting intelligence by electrical means and/or other purposes (collectively, "Facilities"), in under, on, over, along and across a strip of land of varying width, hereinafter referred to as "Right of Way Strip", lying within that certain real property of the Grantor, situated in the County of Riverside, State of California, and more particularly described in Exhibit "C" attached hereto and by this reference made a part hereof.

The said Right of Way Strip is more particularly described on the Exhibit "A" and more particularly shown on the Exhibit "B", both attached hereto and by this reference made a part hereof. Grantee shall maintain the Right of Way Strip together with any improvements constructed or installed thereon and associated with Grantee's use of the Right of Way Strip. The operation and maintenance of such improvements and of the Right of Way Strip shall be at Grantee's sole cost and expense.

Grantee understands that the Right of Way Strip is within a flood control channel that the Grantor actively uses and maintains for flood conveyance purposes and protection of the public. Grantee's construction and maintenance of its facilities shall not materially interfere with the use by and operation and activities of Grantor on its property. Furthermore, Grantee acknowledges that flooding is possible at any time and understands that Grantor makes no representation nor warranty as to the condition nor security of the property, nor that Grantee's facilities will be protected from damage due to flooding or other causes.

Prior to any major construction or modifications, within the Right of Way Strip, except during an emergency, Grantee shall obtain Grantor's written consent, which consent shall not be unreasonably withheld, delayed or conditioned provided that the proposed construction or modifications, will in Grantor's opinion, not impair Grantor's use of the land, nor the natural flow of flood waters through the Right of Way Strip.

Grantee shall have the right to use existing roads on lands of Grantor within and/or adjoining said Right of Way Strip, as shall be reasonably necessary or convenient to Grantee's access to and use of its Right of Way Strip located on the lands of the Grantor or lands of others, and the right to use all reasonably necessary and convenient means of ingress and egress from said Right of Way Strip from the public highway most convenient thereto, for the uses and purposes and the exercising of the rights herein granted.

Grantor further grants, bargains, sells and conveys unto the Grantee the right of assignment, in whole or in part, to others, and the right to apportion or divide in whatever reasonable manner Grantee deems desirable, any one or more, or all, of the easements and rights, including but not limited to all rights of access and ingress and egress granted to the Grantee by this Grant of Easement.

Grantor hereby also grants to Grantee, its successors and assigns, and its and their contractors, agents, and employees, for no additional compensation, other than the valuable consideration already given for this easement to Grantor, the right to clear and to keep clear said Right of Way Strip, free from explosives, buildings, structures, equipment, brush, combustible material and any and all other obstructions of any kind, including but not limited to planter boxes, walls, fences and earth fill (except as herein provided) and the right to trim or remove any tree, treeroot, vine or shrub which in the opinion of Grantee, may endanger said Facilities or interfere with the exercise of the rights herein granted.

Grantee shall not use, deposit or permit the use or deposit of any Hazardous Substances (as defined herein) on the Right of Way Strip or on any other real property of Grantor adjacent to the Right of Way Strip other than those nominal substances typically utilized in Grantee's facilities and in Grantee's operations. The term "Hazardous Substances" means any substances classified as pollutants, hazardous wastes, hazardous substances, hazardous materials, extremely hazardous wastes, toxic substances, toxic pollutants, contaminants, pollutants or words of similar meaning or regulatory effect under any present or future environmental laws or that the presence of which on, in or under the Right of Way Strip is prohibited under federal, state or county environmental law.

Grantor expressly reserves for itself, its successors and its assigns, the right to grant other easements or licenses at the same location so long as such uses do not unreasonably interfere with the rights herein granted. Grantor shall not grant other easements or licenses without previous written consent of the Grantee, which consent shall not be unreasonably withheld, delayed, or conditioned.

Grantor reserves for Grantor and Grantor's heirs and assigns, all rights to use, modify and/or construct any improvements on, over, across and under said Right of Way Strip for all purposes related to the management or control of flooding and protection of the public from impacts of flooding ("Reserved Rights"). Grantor agrees to make reasonable and diligent attempts to exercise such Reserved Rights in a manner that does not conflict or interfere with the rights granted herein to Grantee, and to notify and seek written consent of Grantee prior to any new improvements or modifications to or within the Right of Way Strip (including but not limited to any excavations or changes to the surface of the ground of the above described real property), which consent shall not be unreasonable withheld, delayed, or conditioned. Grantee and Grantor agree to collaborate and seek and implement mutually agreeable solutions that allow

GRANT OF EASEMENT SERIAL NUMBER: 72383A PROJECT: VALLEY IVYGLEN V&LM FILE NO.: ACQ203741726 for both Grantor and Grantee use of the right of way strip.

Grantee shall be responsible for any damage to Grantor's property resulting from any exercise of the rights herein granted or damage resulting therefrom. Grantee shall promptly repair and restore to its original condition any of Grantor's property, including, but not limited to, roads and, utilities, that may be altered, damaged or destroyed in connection with the exercise of the Grant of Easement or use of the Right of Way Strip.

Grantee shall comply with all applicable laws, ordinances and regulations, including but not limited to all applicable regulatory, environmental and safety requirements at Grantee's sole cost and expense.

This Easement is subject to quasi-public utility, public utility, public alley, public street easements and rights of way of record.

Grantee shall pay all applicable taxes directly imposed against its facilities.

Except to the extent reasonably necessary to maintain, resurface and/or replace any means of ingress or egress (for which no consent from Grantee is required provided such maintenance, resurfacing and/or replacing does not impair Grantee's use of the easement), Grantor shall not excavate or change, nor permit the excavation or changing of the surface of the ground of the above described real property without the previous written consent of the Grantee, which consent shall not be unreasonably withheld, delayed, or conditioned.

The terms, covenants and conditions of this Grant of Easement shall bind and inure to the benefit of the successors and assigns of the Grantor and the successors and assigns of Grantee

[Signatures on next page]

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its officers thereunto duly authorized, this  $09_{day}$  of  $400^{10}_{10}$ ,  $20_{24}$ .

**Riverside County Flood Control and Water Conservation District**, a body corporate and politic

By: Karen S. Spiegel

Name: KAREN SPIEGEL

Its: \_\_\_\_\_CHAIR, BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL 28/24 DATE BY RYAN

ATTEST: KIMBERLY A. RECTOR, Clerk

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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	STATE (	OF CALIFC	ORNIA
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# COUNTY OF RIVERSIDE

On April 09, 2024, before me, Naomy Sicra, a COB Assistant, personally appeared Karen Spiegel, Chair of the Riverside County Flood Control and Water Conservation District Board of Supervisors, 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; 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: Many /i peputy 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 (EMBOSSED ON DOCUMENT)

## RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1945

CALIFORNIA

Date: 04/09/2024

Signature:

Naamy /i

Print Name: Naomy Sicra, Clerk of Board Assistant

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	pro	ved to m	e on the
basis of satisfactory evidence	to be the person(s) whose name(s) is/are	subs	crib	ed to the	e within
instrument and acknowledged	to me that he/she/they executed the same	in hi	s/hei	r/their au	thorized
capacity(ies), and that by his/h	er/their signature(s) on the instrument the pe	rson(	(s), c	or the ent	ity upon
behalf of which the person(s) ac	cted, 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 APN: 377-430-036 & 377-430-037 SERIAL NO. 72383A

### UNDERGROUND TRANSMISSION LINE EASEMENT

THAT PORTION OF LOTS 12 AND 13, IN THE CITY OF LAKE ELSINORE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ENTITLED GOODWIN, WHITTEN AND ELLIOT'S SUBDIVISIONS FILED IN BOOK 4, PAGE 241 IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AND ALSO A PORTION OF PARCEL 3175-1, AS SAID PARCEL IS SHOWN ON THE RECORD OF SURVEY FILED IN BOOK 91, PAGES 29 THROUGH 36, INCLUSIVE OF RECORD OF SURVEYS, AND A PORTION OF THE LAND DESCRIBED AS PARCEL 3175-1A, IN THE GRANT DEED RECORDED FEBRUARY 24, 1993, AS INSTRUMENT NUMBER 070623, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID RIVERSIDE COUNTY, SAID PORTION BEING DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE INTERSECTION OF THE CENTERLINE OF COLLIER AVENUE (76 FEET WIDE) AND THE CENTERLINE OF THIRD STREET (56 FEET WIDE) AS SAID INTERSECTION IS SHOWN ON SAID RECORD OF SURVEY;

THENCE ALONG THE CENTERLINE OF SAID THIRD STREET, SOUTH 43°43'48" WEST, 182.54 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID CENTERLINE AND ITS SOUTHERLY PROLONGATION, SAID PROLONGATION BEING THE SOUTHEASTERLY LINE OF SAID PARCEL 3175-1A, SOUTH 43°43'48" WEST, 1277.35 FEET;

THENCE NORTHERLY, LEAVING SAID SOUTHEASTERLY LINE, ALONG THE ARC OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 40.00 FEET, WHOSE RADIAL BEARS SOUTH 04°37'49" WEST, THROUGH A CENTRAL ANGLE OF 39°00'40", AN ARC DISTANCE OF 27.23 FEET;

THENCE NORTH 46°21'32" WEST, 88.84 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID PARCEL 3175-1;

THENCE ALONG SAID NORTHWESTERLY LINE, NORTH 43°40'41" EAST, 30.00 FEET;

THENCE LEAVING SAID NORTHWESTERLY LINE, SOUTH 46°21'32" EAST, 88.82 FEET;

THENCE ALONG THE ARC OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 10.00 FEET, THROUGH A CENTRAL ANGLE OF 89°54'20", AN ARC DISTANCE OF 15.69 FEET;

THENCE NORTH 43°44'08" EAST, 1162.49 FEET

## PAGE 1 OF 2

THENCE ALONG THE ARC OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 215.00 FEET, THROUGH A CENTRAL ANGLE OF 15°26'59", AN ARC DISTANCE OF 57.97 FEET;

THENCE NORTH 59°11'08" EAST, 27.54 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 21,973 SQUARE FEET OR 0.50 ACRES, MORE OR LESS.

ALL FOUND MONUMENT DESCRIPTIONS AND BASIS OF BEARINGS ARE AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

THIS DESCRIPTION IS NOT INTENDED FOR USE IN THE CONVEYANCE OF LAND IN VIOLATION OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA.

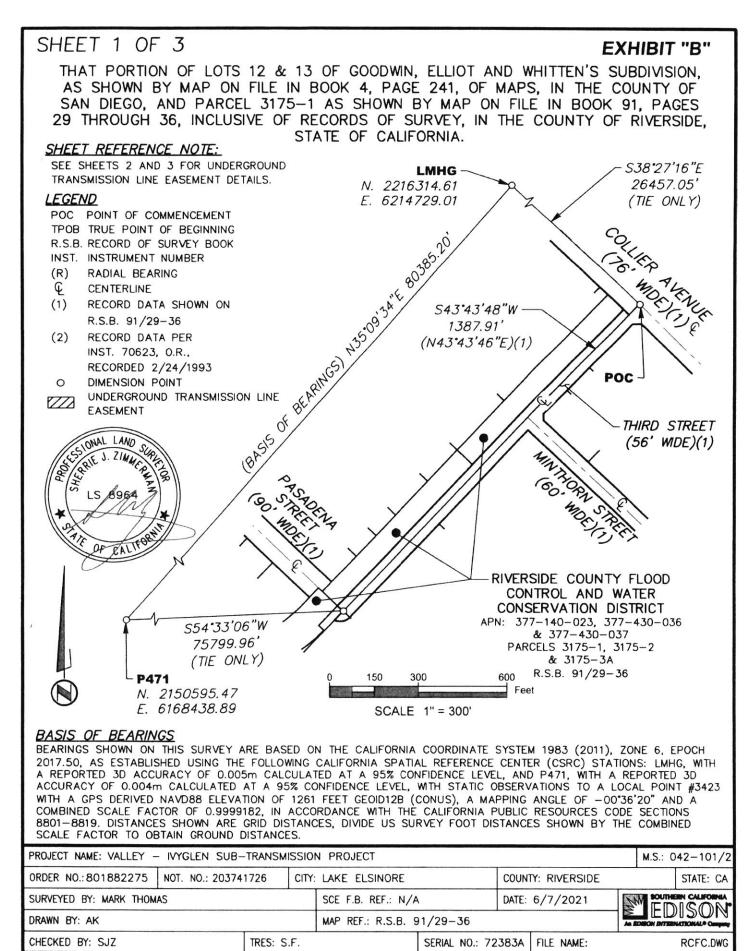
THIS REAL PROPERTY DESCRIPTION AND ACCOMPANIED EXHIBIT "B" HAS BEEN PREPARED AT MARK THOMAS, BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.

SHERRIE J. ZIMMERMAN DS. 8964

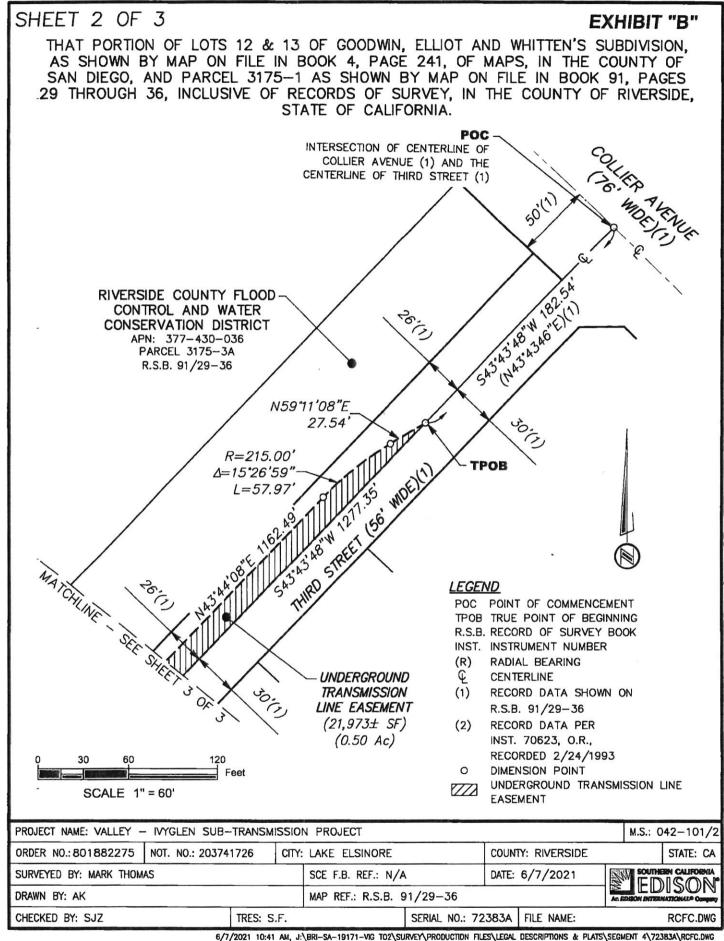


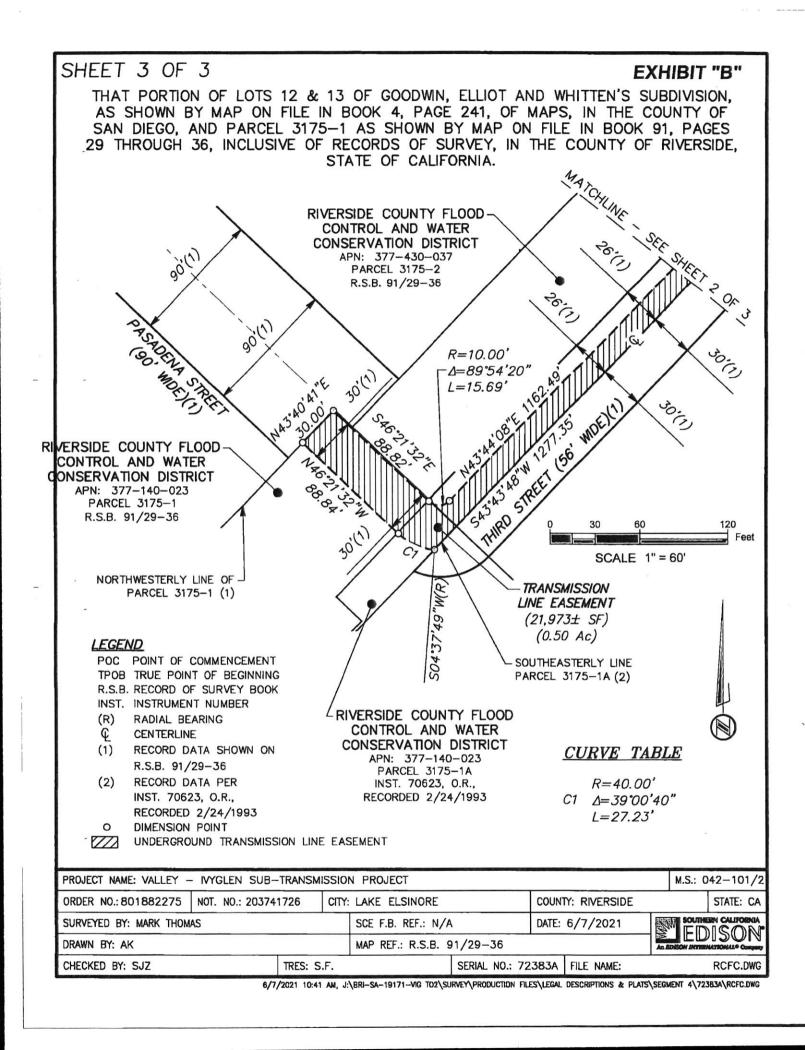
6/7/2021 DATE

PAGE 2 OF 2



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## EXHIBIT "C" LEGAL DESCRIPTION LANDS OF THE GRANTOR

PARCEL A: (APN: 377-430-37)

THAT PORTION OF LOT 12 OF GOODWIN, WHITTEN AND ELLIOTT'S SUBDIVISION OF LOTS 8 AND 9, BLOCK A OF ELSINORE, IN THE CITY OF LAKE ELSINORE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 4, PAGE 241 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 3175-2, IN THE CITY OF LAKE ELSINORE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 91, PAGES 29 THROUGH 36, INCLUSIVE, OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH THE NORTHWESTERLY ONE-HALF OF 3RD STREET LYING ADJACENT TO SAID PARCEL 3175-2 ON THE SOUTHEAST, WHICH WOULD PASS BY OPERATION OF LAW UPON CONVEYANCE OF SAID PARCEL 3175-2.

PARCEL B: (APN: 377-430-36)

THAT PORTION OF LOT 13 OF GOODWIN, WHITTEN AND ELLIOTT'S SUBDIVISION OF LOTS 8 AND 9, BLOCK A OF ELSINORE, IN THE CITY OF LAKE ELSINORE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 4, PAGE 241 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCELS 3175-3A, 3175-3B AND 3175-4, IN THE CITY OF LAKE ELSINORE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 91, PAGES 29 THROUGH 36, INCLUSIVE, OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH THE NORTHWESTERLY ONE-HALF OF 3RD STREET LYING ADJACENT TO SAID PARCELS 3175-3A, 3175-3B AND 3175-4 ON THE SOUTHEAST, AND THE SOUTHWESTERLY ONE-HALF OF COLLIER AVENUE LYING ADJACENT TO SAID PARCEL 3175-3B ON THE NORTHEAST, WHICH WOULD PASS BY OPERATION OF LAW UPON CONVEYANCE OF SAID PARCEL 3175-3A, 3175-3B AND 3175-4.

PARCEL C: (APN: 377-140-023)

BEING A PORTION OF LOT 11 AS SHOWN IN MAP BOOK 4, PAGE 241, RECORDS OR SAN DIEGO COUNTY, CALIFORNIA. DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID LOT 11;

THENCE SOUTH 43° 43' 59" WEST ALONG THE SOUTHEAST LINE OF SAID LOT 11, A DISTANCE OF 567.65 FEET, TO THE NORTHEASTERLY LINE OF PARCEL 3040-62A AS SHOWN ON RECORD OF SURVEY BOOK 91 PAGES 29 THROUGH 35, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE NORTH 37° 58' 54" WEST ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 36.15 FEET, IN THE BEGINNING OF A NON—TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 310.00 FEET TO WHICH A RADIAL BEARS SOUTH 43° 59' 57" WEST;

THENCE NORTHWESTERLY ALONG SAID ARC, THROUGH A CENTER ANGLE OF 23° 36' 40" A DISTANCE OF 127.75;

THENCE NORTH 23° 50' 47" WEST ALONG SAID NORTHWEST LINE, A DISTANCE OF 40.25 FLEET, TO THE MOST SOUTHERLY POINT OF PARCEL 3175-1 AS SHOWN ON SAID RECORD OF SURVEY.

THENCE NORTH 41° 58' 14" EAST ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 3175-1, A DISTANCE OF 37.65 FEET, TO THE BEGINNING OF A NON—TANGENT CURVE CONCAVE NORTHERLY WITH A RADIUS OF 489.75 FEET TO WHICH A RADIAL BEARS SOUTH 06° 54' 16" WEST;

THENCE EASTERLY ALONG SAID ARC, THROUGH A CENTRAL ANGLE OF 53° 10' 30", A DISTANCE OF 454.53 FEET;

THENCE NORTH 46° 16' 14" WEST ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 24.00 FEET:

THENCE NORTH 43° 43' 46" EAST ALONG SAID SOUTHEASTERLY LINE OF SAID PARCEL 3175-1, A DISTANCE OF 90.88 FEET, TO A POINT ON THE CENTERLINE OF PASADENA STREET AS SHOWN ON SAID RECORD OF SURVEY,

THENCE SOUTH 45° 17' 03" EAST ALONG SAID CENTERLINE, A DISTANCE OF 26.00 FEET, TO THE POINT OF BEGINNING.

PARCELS 3040-62A, 3040-62B, AND 3040-62E OF THAT CERTAIN GRANT DEED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND RECORDED FEBRUARY 24, 1993 AS INSTRUMENT NO. 70624 OF OFFICIAL RECORDS

PARCEL 3175-1 OF THAT CERTAIN GRANT DEED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND RECORDED FEBRUARY 24, 1993 AS INSTRUMENT NO. 70625 OF OFFICIAL RECORDS.

PARCELS 3040-20LL, 3040-20MM OF THAT CERTAIN QUITCLAIM DEED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND RECORDED FEBRUARY 24, 1993 AS INSTRUMENT NO. 420648 OF OFFICIAL RECORDS.

Assessor's Parcel Number: 377-430-036 & 377-430-037 and 377-140-023

