

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



ITEM: 11.2  
(ID # 25187)

**MEETING DATE:**

Tuesday, June 25, 2024

**FROM :** FLOOD CONTROL DISTRICT

**SUBJECT:** FLOOD CONTROL DISTRICT: Approval of Construction and Maintenance Agreement Between the Riverside County Flood Control and Water Conservation District and the Riverside County Transportation Commission for Bedford Canyon Channel, Stage 1, Project No. 2-0-00253, CEQA Exempt per CEQA Guidelines Section 15061(b)(3), District 2. [\$0]

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

1. Find that the Construction and Maintenance Agreement is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15061 (b)(3), the "Common Sense Exemption";
2. Approve the Construction and Maintenance Agreement between the Riverside County Flood Control and Water Conservation District ("District") and Riverside County Transportation Commission ("RCTC");
3. Authorize the Chair of the District's Board of Supervisors to execute the Construction and Maintenance Agreement documents on behalf of the District;
4. Authorize the General Manager-Chief Engineer of the District or designee to take all necessary steps to implement the Construction and Maintenance Agreement, including, but not limited to, negotiating, approving and executing any future non-substantive amendments to the Construction and Maintenance Agreement that do not increase the cost to the District or materially change the provisions of the Construction and Maintenance Agreement, subject to approval as to form by County Counsel; and
5. Direct the Clerk of the Board to return two (2) copies of the executed Construction and Maintenance Agreement to the District.

**ACTION:Policy**

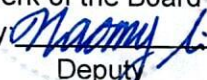
  
Jason Uhley, GENERAL MGR-CHIEF FLD CNTRL ENG 6/11/2024

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Spiegel, seconded by Supervisor Gutierrez 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: June 25, 2024  
xc: Flood

Kimberly A. Rector  
Clerk of the Board  
By   
Deputy

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

| <b>FINANCIAL DATA</b>                                                                      | <b>Current Fiscal Year:</b> | <b>Next Fiscal Year:</b> | <b>Total Cost:</b>           | <b>Ongoing Cost</b> |
|--------------------------------------------------------------------------------------------|-----------------------------|--------------------------|------------------------------|---------------------|
| <b>COST</b>                                                                                | \$ 0                        | \$ 0                     | \$ 0                         | \$ 0                |
| <b>NET COUNTY COST</b>                                                                     | \$ 0                        | \$ 0                     | \$ 0                         | \$ 0                |
| <b>SOURCE OF FUNDS:</b> 25120-947420-548200 Infrastructure<br>(Zone 2 Construction – 100%) |                             |                          | <b>Budget Adjustment:</b> No |                     |
|                                                                                            |                             |                          | <b>For Fiscal Year:</b> N/A  |                     |

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

**BACKGROUND:**

**Summary**

The District has budgeted for and plans to construct Bedford Canyon Channel, Stage 1 ("Project"), which consists of approximately 2,000 lineal feet of a rock-lined trapezoidal channel and the reconstruction of an existing concrete trapezoidal channel located in the city of Corona to convey flows into downstream Temescal Creek.

The Project will convey 100-year storm flows from where the wash exits Caltrans right of way to the existing Temescal Canyon Road Bridge in a stabilized system that reduces in-stream erosion and sediment transport while minimizing costs and environmental impacts. Upon construction completion of the Project, the District will assume ownership, operation, and maintenance of the Project.

The Construction and Maintenance Agreement ("Agreement") is necessary to provide for District construction inspection and subsequent operation and maintenance of the referenced drainage facility. In addition, RCTC will support the District's efforts by providing a financial contribution of \$750,000.

County Counsel has approved the Agreement as to legal form, and RCTC has executed the Agreement.

**Environmental Findings**

The Agreement is exempt from CEQA pursuant to the CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption), which provides, "The activity is covered by the common-sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA." The Agreement does not authorize to any extent whatsoever actual physical development. Such development, if it occurs at all, will be the result of subsequent actions subject to CEQA review by the District prior to construction. The Agreement merely establishes the terms by which the District and RCTC will provide funding for the Project, and establishes certain rights and responsibilities for access, maintenance, and operation of a planned facility. It can be seen with certainty that there is no possibility that the Agreement will have a significant effect on the environment.

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

The District's financial contribution toward the Project is funded by ad valorem property tax revenue and entails no new fees, taxes or bonded indebtedness to residents and businesses. Upon construction completion, this project will (i) safely convey 100-year peak storm flows from the existing wash at Caltrans rights of way to the existing Temescal Canyon Road Bridge, (ii) reduce in-stream erosion and sediment transport while minimizing costs and environmental impacts, (iii) provide the necessary flood protection for the immediate adjacent areas and improve stormwater runoff within the city of Corona and (iv) will remove approximately 15 acres of Federal Emergency Management Agency Zone A special flood hazard area, thereby protecting residences and businesses in the city of Corona from flooding.

**Additional Fiscal Information**

The engineer's estimate for the construction of Bedford Canyon Channel, Stage 1 is estimated to be \$8,741,221; however, the final amount of the construction contract will be determined by competitive bidding through the California Public Works Contract Process. The District is funding all design, construction and its construction inspection costs for the flood control facility.

RCTC will provide a financial contribution of Seven Hundred Fifty Thousand Dollars (\$750,000) toward the construction costs and maintenance of the Project.

The District will ensure sufficient funding is secured for the Project prior to construction contract award by the Board of Supervisors. Future operation and maintenance costs associated with the mainline storm drain system will accrue to the District.

**ATTACHMENTS:**

1. Vicinity Map
2. Construction and Maintenance Agreement

AK:AMR:mm  
P8/256432

  
\_\_\_\_\_  
Jason Farin, Principal Management Analyst      6/18/2024

  
\_\_\_\_\_  
Aaron Gettis, Chief of Deputy County Counsel      6/12/2024

**CONSTRUCTION and MAINTENANCE AGREEMENT**

Bedford Canyon Channel, Stage 1  
Project No. 2-0-00253

This Construction and Maintenance Agreement ("Agreement"), dated as of June 25, 2024, is entered into by the Riverside County Flood Control and Water Conservation District, a body corporate and politic ("DISTRICT") and Riverside County Transportation Commission, a public agency existing under the authority of the laws of the State of California (hereinafter referred to as "RCTC"). DISTRICT and RCTC are collectively referred to herein as "Parties" and individually as "Party". The Parties hereto agree as follows:

RECITALS

A. DISTRICT has budgeted for and plans to design and construct the Bedford Canyon Channel, Stage 1 project ("STAGE 1"). Upon construction completion, STAGE 1 will (i) safely convey 100-year peak storm flows from the existing wash at Caltrans rights of way to the existing Temescal Canyon Road Bridge, (ii) reduce in-stream erosion and sediment transport while minimizing costs and environmental impacts, and (iii) provide the necessary flood protection for the immediate adjacent areas and improve stormwater runoff within the City of Corona; and

B. STAGE 1 consists of approximately 2,000 lineal feet of a rock-lined trapezoidal channel with a soft-bottom invert and the reconstruction of an existing concrete trapezoidal channel, as shown in concept on Exhibit "A", attached hereto and made a part hereof. At the downstream terminus, STAGE 1 will convey flows into the existing concrete-lined trapezoidal channel under Temescal Canyon Road.

C. RCTC is the owner of certain real property located in the City of Corona designated as Assessor's Parcel Numbers 279-240-020 and 279-530-030 ("PROPERTY"), as

shown in concept cross-hatched in red on Exhibit "B", attached hereto and made a part hereof;  
and

D. Arantine Hills Holdings LP, a Delaware limited partnership (the "Developer") has submitted a development proposal to construct a master planned community within the Arantine Hills Specific Plan (the "Specific Plan"). The Specific Plan requires drainage improvement of the Bedford Canyon Wash downstream of the I-15 freeway ("Stage 1") to prevent erosion and scour; and

E. The Developer has paid a fee to RCTC in lieu of construction of the drainage improvements; and

F. RCTC is willing to pay DISTRICT the collected development fee amount of Seven Hundred Fifty Thousand Dollars (\$750,000), hereinafter called the "RCTC PAYMENT" to construct and maintain STAGE 1; and

G. DISTRICT and RCTC wish to work collaboratively to expedite the construction of STAGE 1 within PROPERTY, with RCTC's role being limited to making the RCTC PAYMENT and conveying the Easements, as defined below; and

H. DISTRICT will be responsible for all aspects of STAGE 1 and, therefore, will provide the administrative, managerial, technical, and the support services necessary to plan, design, construct, and maintain STAGE 1; and

I. The Parties have negotiated the terms for the conveyance of a temporary construction easement and a permanent easement from RCTC as required by the DISTRICT in order to construct and maintain STAGE 1 (collectively, the "Easements") per separate agreement;  
and

J. DISTRICT and RCTC acknowledge it is in the best interest of the public to proceed with the construction of STAGE 1 at the earliest possible date; and

K. The purpose of this Agreement is to memorialize the mutual understandings by and between RCTC and DISTRICT with respect to the design, construction, inspection, ownership, operation and maintenance, and funding of STAGE 1 construction.

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the parties hereto mutually agree that the above recitals are true and correct and incorporated into the terms of this Agreement and as follows:

SECTION I

DISTRICT shall:

1. Pursuant to the California Environmental Quality Act ("CEQA"), act as Lead Agency and assume responsibility for preparation, circulation and adoption of all necessary and appropriate CEQA documents pertaining to the construction, operation and maintenance of STAGE 1.
2. Upon execution of this Agreement, invoice RCTC (Attn: Timothy Green) for the RCTC PAYMENT, subject to and provided that the RCTC PAYMENT shall not exceed the total sum of Seven Hundred Fifty Thousand Dollars (\$750,000).
3. Prepare or cause to be prepared, all the necessary plans and specifications for STAGE 1, hereinafter called "IMPROVEMENT PLANS", in accordance with the applicable DISTRICT standards.
4. At its sole cost and expense, prepare, or cause to be prepared, all rights of way and easements documents, legal and plats, aerial topography and survey control ("RIGHTS OF WAY"), deemed necessary for the construction, operation and maintenance of STAGE 1.
5. Prior to commencing construction, obtain at its sole cost and expense, all necessary permits, approvals or agreements required by any federal, state and local resource or regulatory agencies pertaining to the construction, operation and maintenance of STAGE 1. Such documents may include but are not limited to those issued by the U.S. Army Corps of Engineers,

California Regional Water Quality Control Board, California State Department of Fish and Wildlife, State Water Resources Control Board, and Western Riverside County Regional Conservation Authority, and are exclusive of any permits required for water rights ("REGULATORY PERMITS").

6. Prior to commencing construction of STAGE 1, secure all necessary RIGHTS OF WAY, rights of entry, encroachment permits, temporary and permanent construction easements, and acquire all parcels necessary to construct, inspect, operate and maintain STAGE 1, as shown on Exhibit "B".

7. Implement, or cause to be implemented, all environmental mitigation required in association with the construction, operation and maintenance of STAGE 1.

8. Assume sole responsibility for ensuring compliance with the requirements of all REGULATORY PERMITS, including any amendments thereto, pertaining to the construction, operation and maintenance of STAGE 1.

9. Advertise, award and administer STAGE 1 pursuant to the applicable provisions of the California Public Contract Code.

10. Within thirty (30) business days of the effective date of the STAGE 1 construction contract, pay the Western Riverside County Regional Conservation Authority for the costs associated with the Multiple Species Habitat Conservation Plan, which is either the lesser of (i) three percent (3%) of the lowest responsible bid price, or (ii) three percent (3%) of lowest responsible bid price less the value of applicable STAGE 1-specific mitigation.

11. Construct or cause to be constructed STAGE 1, pursuant to a DISTRICT administered public works contract in accordance with IMPROVEMENT PLANS, and pay all costs associated therewith.

12. Require its construction contractor(s) to comply with all Cal/OSHA safety regulations including regulations concerning confined space and maintain a safe working environment for all DISTRICT employees on the site.

13. Inspect or cause to be inspected, the construction of STAGE 1.

14. Accept ownership and sole responsibility for the operation and maintenance of STAGE 1.

15. Ensure that all work performed pursuant to this Agreement by DISTRICT, its agents or contractors is done in accordance with all applicable laws and regulations, including but not limited to all applicable provisions of the Labor Code, Business and Professions Code, and Water Code. DISTRICT shall be solely responsible for all costs associated with compliance with applicable laws and regulations.

## SECTION II

RCTC shall:

1. Within thirty (30) calendar days of receiving DISTRICT's invoice, pay DISTRICT for the RCTC PAYMENT, in accordance with Recital 'F' and as set forth in Section I.2.

2. Prior to DISTRICT advertising STAGE 1 for construction bids, convey or cause to be conveyed to DISTRICT the Easements in the form attached as Exhibit "C".

## SECTION III

It is further mutually agreed:

1. Except as otherwise provided herein, all construction work involved with STAGE 1 shall be completed and inspected by DISTRICT and RCTC shall have no responsibility for such work.

2. DISTRICT shall indemnify, defend, save and hold harmless RCTC (including its officers, elected and appointed officials, employees, agents, representatives,



independent contractors and subcontractors) from any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out of, or in any way relating to DISTRICT's (including its officers, Board of Supervisors, elected and appointed officials, employees, agents, representatives, independent contractors and subcontractors) acts or omissions related to DISTRICT's performance under this Agreement, or failure to comply with the requirements of this Agreement, including but not limited to: (a) property damage; (b) bodily injury or death; (c) payment of reasonable attorney's fees; or (d) any other element of any kind or nature whatsoever, except any claims arising out of the intentional or negligent acts of RCTC, and claims arising out of or related to RCTC's ownership of the PROPERTY, but unrelated to this Agreement. DISTRICT shall defend, at its sole expense, RCTC, including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards), in any claim or action based upon such acts or omissions.

3. With respect to any action or claim subject to indemnification herein by DISTRICT, DISTRICT shall, at its sole cost, have the right to use counsel of their own choice and may adjust, settle, compromise any such claim only with the prior consent of RCTC.

4. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of the Agreement.

5. In the event there is conflict between this section and California Civil Code Section 2782, this section shall be interpreted to comply with California Civil Code Section 2782. Such interpretation shall not relieve either PARTY from their indemnity obligations to the fullest extent allowed by law.

6. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

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

8. Any action at law or in equity brought by any of the Parties hereto for the purpose of enforcing a right or rights provided for by the Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the Parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.

9. Neither RCTC nor DISTRICT shall assign this Agreement without the written consent of the other Party. Any attempt to delegate or assign any interest herein shall be deemed void and of no effect.

10. This Agreement is made and entered into for the sole protection and benefit of the Parties hereto. No other person or entity shall have any right of action based upon the provisions of this Agreement.

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

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

RIVERSIDE COUNTY  
TRANSPORTATION COMMISSION  
4080 Lemon Street, 3<sup>rd</sup> Floor  
Riverside, CA 92501  
Attn: Timothy Green

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

13. Any waiver by DISTRICT or RCTC of any breach by any other Party of any provision of this Agreement shall not be construed to be a waiver of any subsequent or other

breach of the same or any other provision hereof. Failure on the part of DISTRICT or RCTC to require from any other Party exact, full and complete compliance with any of the provisions of this Agreement shall not be construed as in any manner changing the terms hereof or stopping DISTRICT or RCTC from enforcing this Agreement.

14. This Agreement is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith. This Agreement may be changed or modified only upon the written consent of the Parties hereto.

15. No alternation or variation of the terms of this Agreement shall be valid unless made in writing and signed by both Parties, and no oral understanding or agreement not incorporated herein shall be binding on either Party hereto.

16. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this.

17. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Each Party of this Agreement agrees to accept the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17) for executing this Agreement. The Parties further agree that the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to CUETA as amended from time to time. CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a

government agency. Digital signature means an electronic identifier, created by computer, intended by the Party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

18. This Agreement shall terminate thirty (30) days after whichever of the following events occurs last: (1) RCTC provides District written notice of its conveyance of the PROPERTY to a third party; or, (2) RCTC's remittance of the RCTC PAYMENT and conveyance of the Easements to the District.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on

June 25, 2024  
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

By   
JASON E. UHLEY  
General Manager-Chief Engineer

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

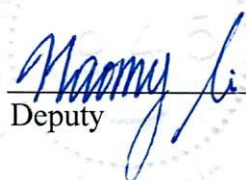
APPROVED AS TO FORM:

ATTEST:

MINH C. TRAN  
County Counsel

KIMBERLY RECTOR  
Clerk of the Board

By   
RYAN YABKO  
Deputy County Counsel

By   
Deputy

(SEAL)

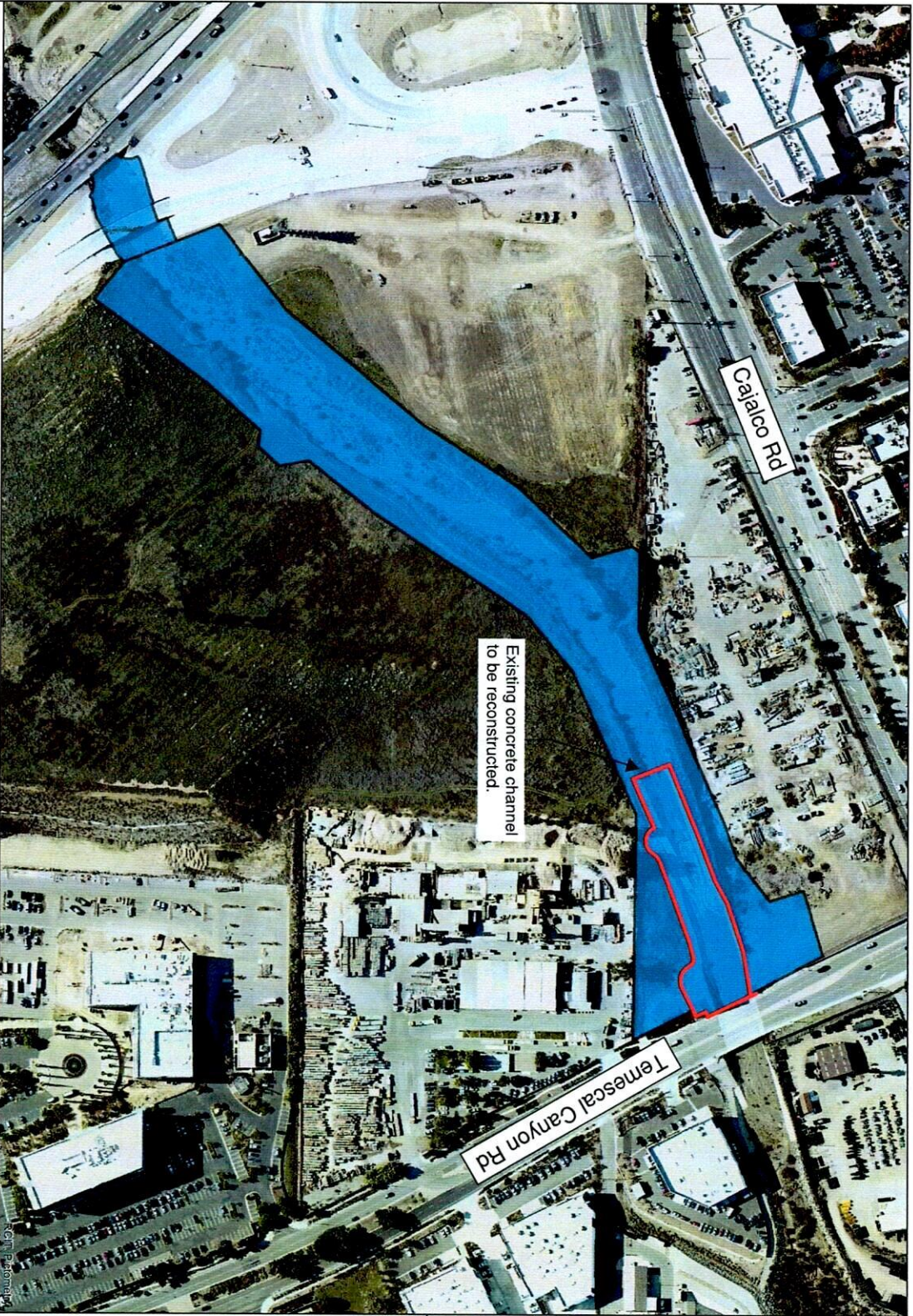
Construction and Maintenance Agreement: Riverside County Transportation Commission  
Bedford Canyon Channel, Stage 1  
Project No. 2-0-00253  
03/12/24  
AK/AMR:blm

**RIVERSIDE COUNTY TRANSPORTATION  
COMMISSION**

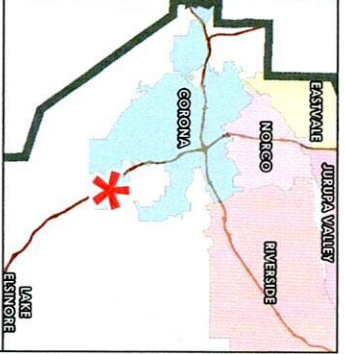
By   
\_\_\_\_\_  
AARON HAKE  
Executive Director

APPROVED AS TO FORM:  
By   
\_\_\_\_\_  
Best Best & Krieger LLP  
Counsel to the Riverside County  
Transportation Commission

Construction and Maintenance Agreement: Riverside County Transportation Commission  
Bedford Canyon Channel, Stage 1  
Project No. 2-0-00253  
03/12/24  
AK/AMR:blm



**RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**  
**EXHIBIT A: BEDFORD CANYON CHANNEL, STAGE 1 PROJECT FOOTPRINT**

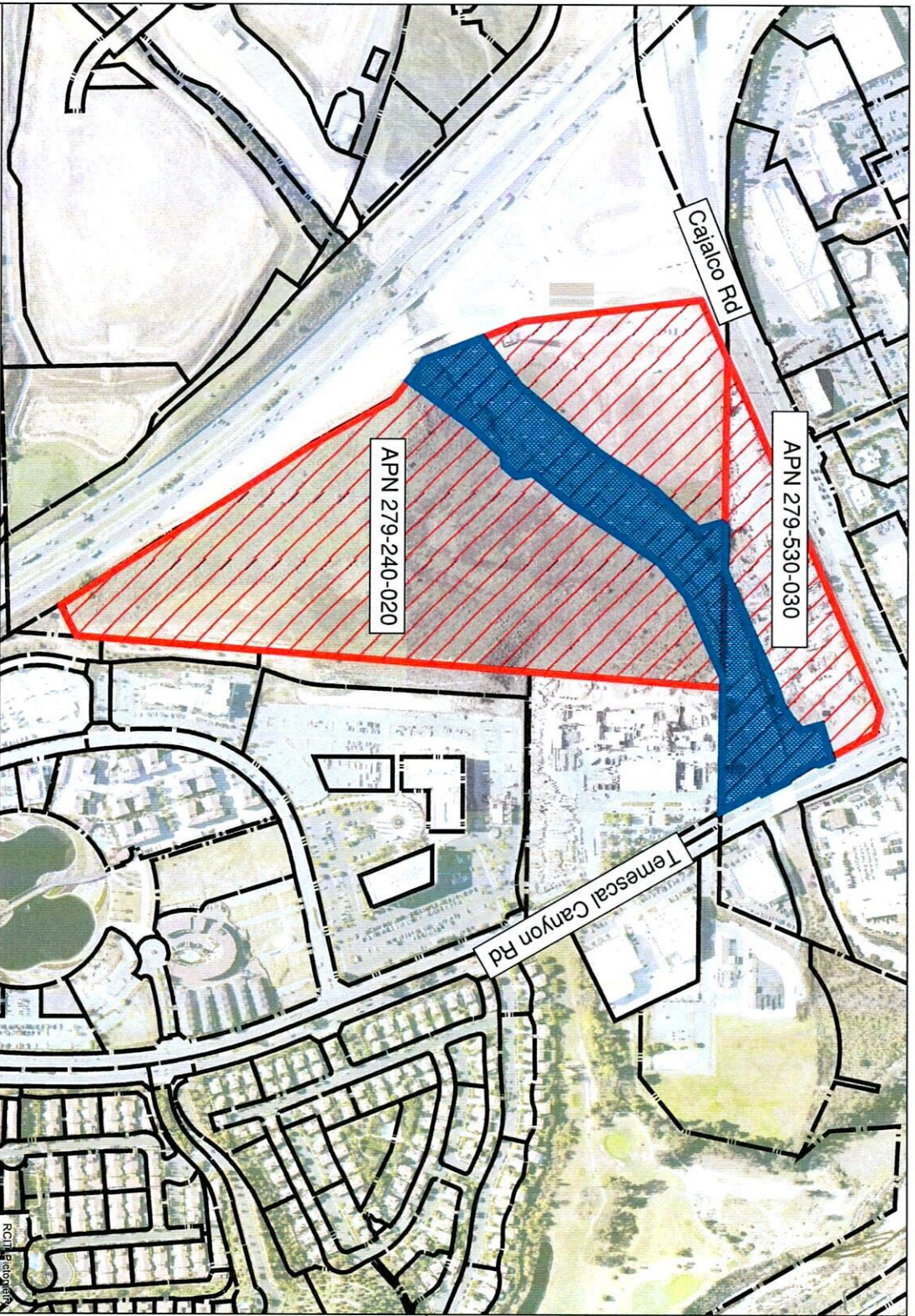


**DESCRIPTION**  
 EXHIBIT A. PROJECT FOOTPRINT AND EXISTING CONCRETE CHANNEL

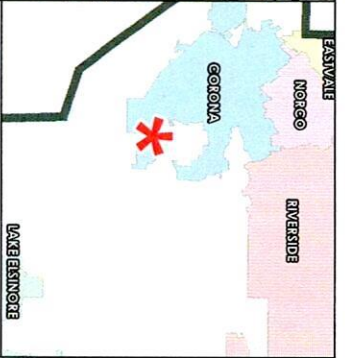
- LEGEND**
- Existing Concrete Channel
  - █ Bedford Canyon Channel, Stage 1
  - ▭ Proposed ROW



|          |            |
|----------|------------|
| DRAWN BY | M. SETHI   |
| DATE     | 2024-03-12 |
| SCALE    | AS SHOWN   |
|          | FINAL      |






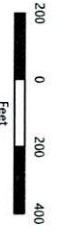
**RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**  
**EXHIBIT B: PARCELS AND PROPERTY**



**DESCRIPTION**  
 EXHIBIT B. PROPOSED BEDFORD CANYON CHANNEL STAGE 1 ROW WITH EXISTING RCTC PROPERTY LINES.

**LEGEND**

-  Assessors' Parcels
-  RCTC Property
-  Bedford Canyon Channel Stage 1 Proposed ROW



|          |            |
|----------|------------|
| DRAWN BY | M. SETHI   |
| DATE     | 2024-03-06 |
| SCALE    | AS SHOWN   |
|          | FINAL      |



EXHIBIT C

Riverside County Flood Control  
and Water Conservation District  
1995 Market Street  
Riverside, CA 92501

Recorded at request of, and return to:

NO FEE (GOV. CODE 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Project: Bedford Canyon Channel, Stage 1  
RCFC Parcel No. 2253-1 and 2253-2  
Project No. 2-0-00253  
Portion of Assessor Parcel Numbers: 279-530-030  
279-240-020

**The undersigned grantor(s) declare(s)**  
DDT: -0- THE CONVEYANCE IS TO A GOVERNMENTAL  
ENTITY OR POLITICAL SUBDIVISION R&T 11922

**GRANT OF EASEMENT AND AGREEMENT**

This Grant of Easement and Agreement ("Agreement") is made by and between RIVERSIDE COUNTY TRANSPORTATION COMMISSION, a public agency existing under the authority of the State of California ("Grantor"), and RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic ("Grantee"), including their respective successors and assigns, to be effective when signed by parties and as of the date of its recordation ("Effective Date") in the office of the Riverside County Recorder, as follows:

**RECITALS**

- A. Grantor is the owner of two (2) parcels of land located in the City of Corona, County of Riverside, State of California, as depicted in Exhibit "D", attached hereto and incorporated herein by reference ("Property").
- B. Grantee is proposing to construct and maintain flood control and drainage improvements to the Bedford Canyon Channel, Stage 1 (the "Project"). An exhibit depicting the Project is attached hereto as Exhibit "E".
- C. The construction of the Project requires a perpetual easement, as legally described in Exhibit "A" and depicted in Exhibit "B" respectively ("Easement Area"), both of which are attached hereto and incorporated herein by reference.
- D. In addition, Riverside County Regional Park and Open-Space District, a park and open-space district ("County Parks") requires a perpetual, non-exclusive easement for trail and access use over a portion of the Easement Area, which shall not interfere with the primary function of the Project, and which will be located within the area further depicted in Exhibit "C", generally understood as

approximately 30 feet on the northern access road, the exact specifications to be later confirmed with County Parks (the "Trail Easement").

- E. Grantor hereby grants to Grantee in perpetuity an easement over, under and across the Easement Area for flood control and drainage purposes including, but not limited to, the construction, use, repair, reconstruction, inspection, operation and maintenance of flood control and drainage improvements and all appurtenant works, including ingress and egress thereto. It is the intent of the parties that Grantee have exclusive use of the Easement Area subject to any easements or encumbrances existing prior to the Effective Date ("Existing Rights"), with the understanding that Grantee shall accommodate the Trail Easement, future bridge crossings, and approved public utility easements, none of which shall interfere with the primary function of the Project.
- F. Grantor reserves the right to grant County Parks a non-exclusive easement over, under and across the portion of the Easement Area identified for the trail including, but not limited to, the construction, use, repair, reconstruction, inspection, operation and maintenance of a trail and all appurtenant works, including ingress and egress thereto. Grantor shall receive written concurrence from Grantee that trail will not interfere with the primary function of the Project, prior to granting said rights to County Parks.
- G. Upon request by County Parks, Grantor shall grant to County Parks a non-exclusive easement for the same purposes as identified in Recital F above, in a form acceptable to County Parks and Grantee, which will include rights for public access and use of the trail.

### **TERMS OF EASEMENT**

The following terms are agreed to by the Grantee and by Grantor and shall apply in perpetuity to the operation and maintenance of the Project and to future development, including the Trail Easement, until terminated or amended by mutual agreement, which termination or amendment shall be memorialized by the execution and recording of an appropriate document.

1. Grant of Easement. The Grantee, its successors, and assigns are hereby granted an easement for the construction, use, repair, reconstruction, inspection, operation and maintenance of the Project and all appurtenant works, over, under and across the Easement Area (the "Easement"), along with rights of ingress and egress thereto, in perpetuity. Subject to any Existing Rights, Grantee shall have exclusive use, possession, and control of the Easement Area, except as provided herein or otherwise required by law.
2. Notice. Grantee will notify Grantor of its schedule regarding the construction of the Project a minimum of forty-eight (48) hours in advance of said construction. Grantor will relocate any movable items, if any, within the proposed Easement Area and Temporary Construction Easement (per separate agreement) to accommodate the Grantee's Project.
3. Maintenance. When constructed, the Grantee's regular and/or emergency maintenance shall be unencumbered within the Easement Area. Additional vehicular ingress and egress is permitted, as reasonably necessary, across the remainder of the Property both in its developed and undeveloped

condition subject to any reasonable rules or restrictions of Grantor.

4. Additional Grantee Rights. The Easement Area, as applicable, shall include, without limitation, the right and privilege of Grantee and its employees, agents, representatives, contractors, subcontractors, and workmen to: (i) perform all activities as may be necessary to facilitate the purposes of the Project, including fencing the Easement Area; (ii) use, control and occupy the Easement Area; (iii) have access to, ingress to, and egress from the Easement Area; (iv) use, place, and operate tools, equipment, machinery, and materials on the Easement Area; and (v) trim, cut, or clear away any trees, brush, or other vegetation or flora, including the roots thereof, located within the Easement Area.
5. Non-Interference. Subject to the express provisions of this Agreement including, but not limited to, Section 8 below, Grantor covenants, by and for itself, its assigns, heirs and voluntary and involuntary successors in interest to the Property or any part thereof, that Grantor shall not, without the express written consent of Grantee, erect, place, maintain, or undertake any other activity which may interfere with the use of the Easement, including granting additional rights to third parties; nor permit the erection, placement, maintenance, or undertaking of any other activity which may interfere with the use and primary function of the Project, including, without limitation, the erection of any building, wall, fence, bridge, or other structure within the Easement Area without express written approval from the Grantee.
6. Reservation for Future Grant of Trail Easement. Grantor, its successors, and assigns hereby reserves the right to grant to County Parks a non-exclusive easement for the construction, use, repair, reconstruction, inspection, operation and maintenance of the Trail and all appurtenant works, over, under and across that portion of the Easement Area as generally identified in Exhibit "C" (the "Trail Easement"), along with non-exclusive rights of ingress and egress thereto, including the movement of equipment and materials, in perpetuity. Grantor shall receive written concurrence from Grantee, which shall not be unreasonably withheld, that Trail Easement will not interfere with the primary function of the Project, prior to granting the Trail Easement. Aside from any Existing Rights, the Trail Easement and the other uses expressly set forth in this Agreement, Grantee's use shall be the only permitted use of the Easement Area.
7. Grantor Covenant to Grant Rights to County Parks. Upon request by County Parks, Grantor shall grant to County Parks a non-exclusive, perpetual easement for the Trail Easement including all rights as set forth in Section 6 above, and in a form acceptable to County Parks and Grantee. The Trail Easement granted to County Parks shall include rights for public access and use of the trail.
8. Grantor's Rights to Construct Bridge. Grantor expressly reserves the right, on behalf of itself, its assigns, heirs and voluntary and involuntary successors in interest to the Property, and their employees, agents, representatives, contractors, subcontractors and workmen to enter and use the Easement Area for construction, use, repair, reconstruction, inspection, operation and maintenance of a bridge (the "Bridge Use") upon obtaining written approval from Grantee, which shall not be unreasonably withheld. Such rights include the right to install footing and abutments as may be needed for the Bridge Use and to maintain aerial rights over the Easement Area for the Bridge Use. The Bridge Use shall not impede or interfere with the primary function of the Project and its purposes, including, but not limited to, Grantee's containment of the 100-year FEMA floodplain

as well as operation and maintenance of Project. Grantor shall obtain written approval from Grantee regarding placement of the Bridge Use. The Bridge Use shall be accessible to the public, in Grantor's sole discretion.

9. Grantor's Reservation for Utilities. Grantor expressly reserves the right, on behalf of itself, its assigns, heirs and voluntary and involuntary successors in interest to the Property, and their employees, agents, representatives, contractors, subcontractors and workmen to enter and use the Easement Area for installation, use, inspection, operation and maintenance of public utilities upon obtaining written approval from Grantee, which shall not be unreasonably withheld. Such public utilities shall not impede or interfere with the Project and its purposes, including, but not limited to, Grantee's containment of the 100-year FEMA floodplain as well as operation and maintenance of Project. Grantor shall obtain written approval from Grantee regarding placement of utilities, which shall not be unreasonably withheld.
10. Incorporation of Recitals. The above recitals are made a part of this Grant of Easement.
11. Time of Essence. Time is of the essence in this Grant of Easement.
12. Attorney Fees. If any legal action or proceeding arising out of or relating to this Easement is brought by either party to this Easement, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorney fees, costs, and expenses incurred in the action or proceeding by the prevailing party.
13. Entire Agreement. This Easement constitutes the entire Agreement between Grantor and the Grantee, including their successors and assigns, relating to the Easement. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Easement are of no force and effect. Any amendment to this Easement shall be of no force and effect unless it is in writing and signed by Grantor and the Grantee including their successors and assigns.
14. Binding Effect. This Easement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of Grantor and the Grantee.
15. Governing Law and Venue. Any action at law or in equity brought by either of the Parties hereto for the purpose of enforcing a right or rights providing for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the Parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.
16. Third Party Beneficiary. County Parks shall be an express third party beneficiary of this Agreement as respects the provisions herein related to the Trail Easement.

[Signatures on following page]

**SIGNATURE PAGE  
TO  
RIVERSIDE COUNTY TRANSPORTATION COMMISSION'S  
GRANT OF EASEMENT**

**GRANTOR:**

**RIVERSIDE COUNTY  
TRANSPORTATION COMMISSION**  
a public agency of the State of California

By: \_\_\_\_\_  
Name: Anne Mayer  
Title: Executive Director  
Date: \_\_\_\_\_

**GRANTEE:**

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

By: \_\_\_\_\_  
Name: Jason E. Uhley  
Title: General Manager-Chief Engineer  
Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By:

Best, Best & Krieger, LLP  
Counsel to the Riverside County  
Transportation Commission

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

**APPROVED AS TO FORM:**

Minh C. Tran  
COUNTY COUNSEL

By:

Ryan Yabko  
Deputy County Counsel

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

Exhibits:

- A – Easement Area Legal Description
- B – Easement Area Depiction
- C – Trail Easement Depiction
- D – Property Depiction
- E – Project Depiction

**EXHIBIT A**

**Easement Area Legal Description**

**[attached behind this page]**

RIVERSIDE COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**BEDFORD CANYON CHANNEL**

**Parcel No. 2253-1**

APN: 279-240-020

In the City of Corona, County of Riverside, State of California, being that portion of Lot 1 of the Exclusion Map of all the lands from Coronita Tract No. 3 as per certified copy of decree recorded November 4, 1960, Instrument No. 95289 of Official Records of said county, lying within Section 16, Township 4 South, Range 6 West, San Bernardino Meridian, described as follows:

**Commencing** at the center of said Section 16 as shown on said Exclusion Map;

Thence North  $89^{\circ}17'52''$  West 38.28 feet along the northerly line of said Coronita Tract No. 3 as shown on said Exclusion Map, to the **Point of Beginning**;

Thence continuing North  $89^{\circ}17'52''$  West 535.07 feet along said northerly line;

Thence South  $35^{\circ}18'01''$  West 20.04 feet;

Thence South  $15^{\circ}30'19''$  East 86.07 feet;

Thence South  $43^{\circ}04'18''$  West 208.88 feet;

Thence South  $32^{\circ}57'35''$  West 234.16 feet;

Thence South  $39^{\circ}57'03''$  West 361.16 feet;

Thence South  $51^{\circ}49'05''$  West 220.15 feet to the easterly line of Parcel 23309-1 described in the Grant Deed recorded March 2, 2017, Instrument No. 2017-0087512 of Official Records of said county;

Thence South  $21^{\circ}08'03''$  East 209.90 feet along said easterly line;

Thence South  $51^{\circ}27'00''$  East 99.23 feet along said easterly line;

Thence North  $36^{\circ}32'21''$  East 151.15 feet;

Thence North  $36^{\circ}21'04''$  East 136.90 feet;

Thence North  $41^{\circ}38'44''$  East 143.59 feet;

RIVERSIDE COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT

Thence South 85°15'38" East 31.99 feet;

Thence North 42°26'12" East 58.55 feet;

Thence North 10°14'32" West 60.38 feet;

Thence North 38°07'06" East 169.91 feet;

Thence North 33°07'56" East 176.67 feet;

Thence North 34°06'57" East 199.87 feet;

Thence North 50°15'10" East 148.36 feet;

Thence North 65°39'27" East 318.83 feet to the **Point of Beginning**.

Containing 294,892 square feet / 6.770 acres more or less.

The distances shown herein are in grid. Ground distances may be obtained by dividing the grid distance by a combination factor of 0.99995280.

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



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

Land Surveyor No. 7752

Date: 9-19-22



RIVERSIDE COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**BEDFORD CANYON CHANNEL**

**Parcel 2253-2**

APN: 279-530-030

In the City of Corona, County of Riverside, State of California, being that portion of land described in the Grant Deed recorded December 11, 2013, Instrument No. 2013-0576313 of Official Records of said county, lying within Section 16, Township 4 South, Range 6 West, San Bernardino Meridian, described as follows:

**Beginning** at the center of said Section 16, said point being known as Ensign Corner S.J. 20 as shown on a Record of Survey, filed in Book 84, Pages 97 through 101, inclusive, of Records of Survey, records of said county;

Thence North  $89^{\circ}17'52''$  West 415.59 feet along the southerly line of the Northwest Quarter of said Section 16;

Thence North  $66^{\circ}13'45''$  East 430.71 feet;

Thence North  $70^{\circ}01'20''$  East 78.96 feet;

Thence North  $56^{\circ}44'07''$  East 45.39 feet;

Thence North  $49^{\circ}43'49''$  East 63.82 feet;

Thence North  $17^{\circ}32'19''$  West 71.30 feet;

Thence North  $72^{\circ}33'46''$  East 137.17 feet to the westerly line of that certain Right of Way Parcel of Temescal Canyon Road as described in the Final Order of Condemnation recorded April 7, 2011, Instrument No. 2011-0154132 of Official Records of said county;

Thence along said westerly line the following eight (8) courses:

- 1) Thence South  $29^{\circ}30'02''$  East 43.23 feet;
- 2) Thence South  $15^{\circ}29'58''$  West 8.49 feet;
- 3) Thence South  $29^{\circ}30'02''$  East 107.54 feet;
- 4) Thence North  $63^{\circ}58'48''$  East 6.03 feet;

RIVERSIDE COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT

- 5) Thence South 26°01'12" East 109.51 feet;
- 6) Thence South 63°58'48" West 11.00 feet;
- 7) Thence South 26°01'12" East 86.83 feet to a curve concave northeasterly having a radius of 1852.91 feet;
- 8) Thence southeasterly along said curve 76.13 feet through a central angle of 02°21'15" to the Compromise Line as described in Book 77, Page 318 et seq. of Deeds, recorded January 19, 1904, records of said county;

Thence North 89°21'30" West 312.92 feet along said Compromise Line to Compromise Corner No. 20 as shown on said Record of Survey;

Thence North 89°23'43" West 124.38 feet along the southerly line of the Northeast Quarter of said Section 16 to the **Point of Beginning**.

Containing 147,912 square feet / 3.396 acres more or less.

The distances shown herein are in grid. Ground distances may be obtained by dividing the grid distance by a combination factor of 0.99995280.

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



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

Land Surveyor No. 7752

Date: 9-19-22

**Exhibit B  
Easement Area  
Depiction**

**[attached behind this page]**

**EXHIBIT "B"**

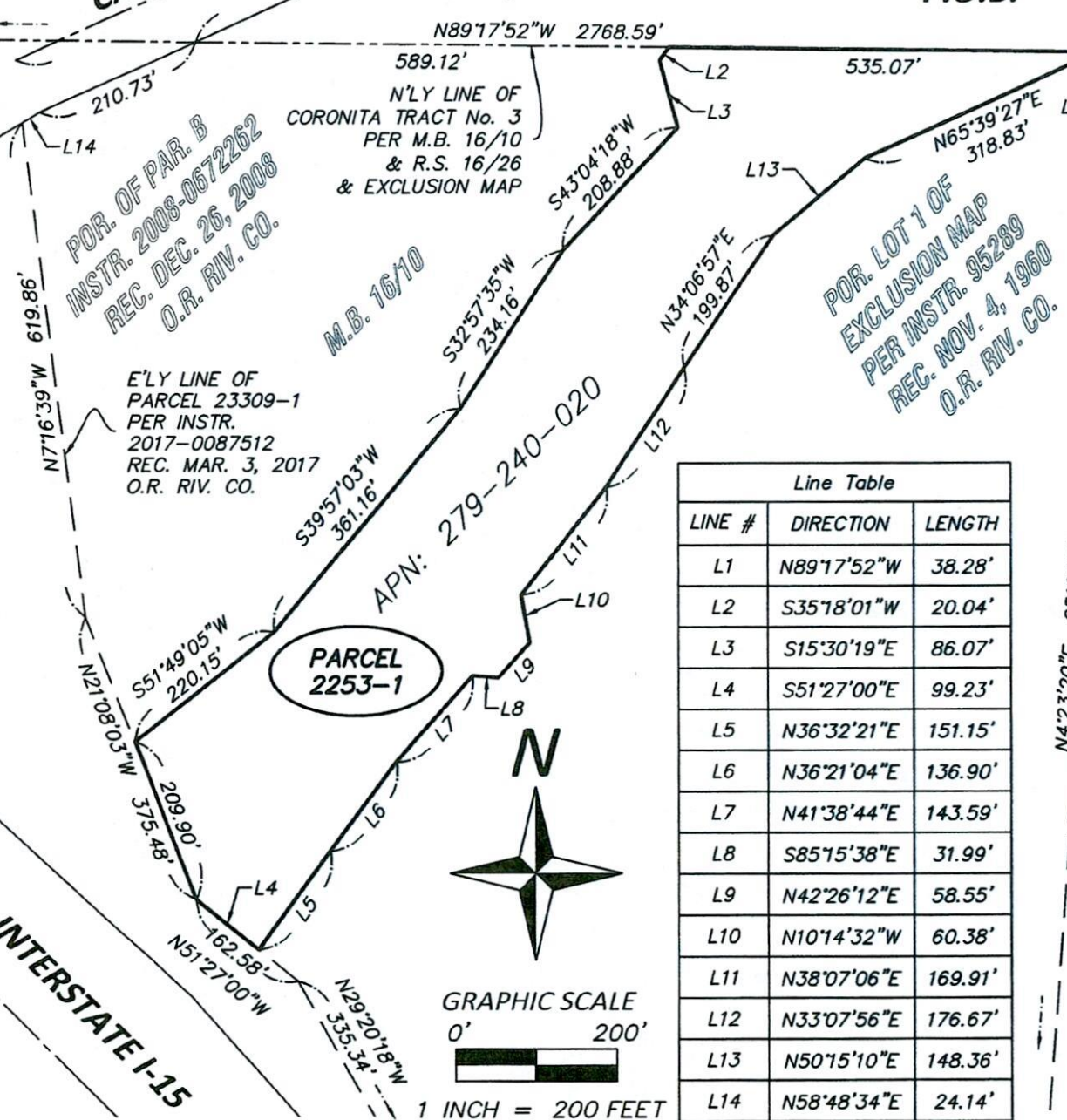
**P.O.C.**  
CENTER OF SEC. 16  
PER EXCLUSION MAP

**CAJALCO ROAD**  
N65°42'14"E 1689.87'  
1361.14'

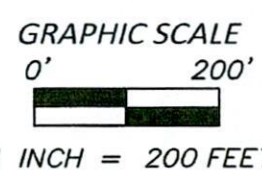
RS 16/26

SEC. 16  
T. 4S, R. 6W  
S.B.M.

**P.O.B.**



| Line Table |             |         |
|------------|-------------|---------|
| LINE #     | DIRECTION   | LENGTH  |
| L1         | N89°17'52"W | 38.28'  |
| L2         | S35°18'01"W | 20.04'  |
| L3         | S15°30'19"E | 86.07'  |
| L4         | S51°27'00"E | 99.23'  |
| L5         | N36°32'21"E | 151.15' |
| L6         | N36°21'04"E | 136.90' |
| L7         | N41°38'44"E | 143.59' |
| L8         | S85°15'38"E | 31.99'  |
| L9         | N42°26'12"E | 58.55'  |
| L10        | N10°14'32"W | 60.38'  |
| L11        | N38°07'06"E | 169.91' |
| L12        | N33°07'56"E | 176.67' |
| L13        | N50°15'10"E | 148.36' |
| L14        | N58°48'34"E | 24.14'  |

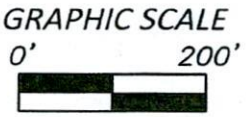
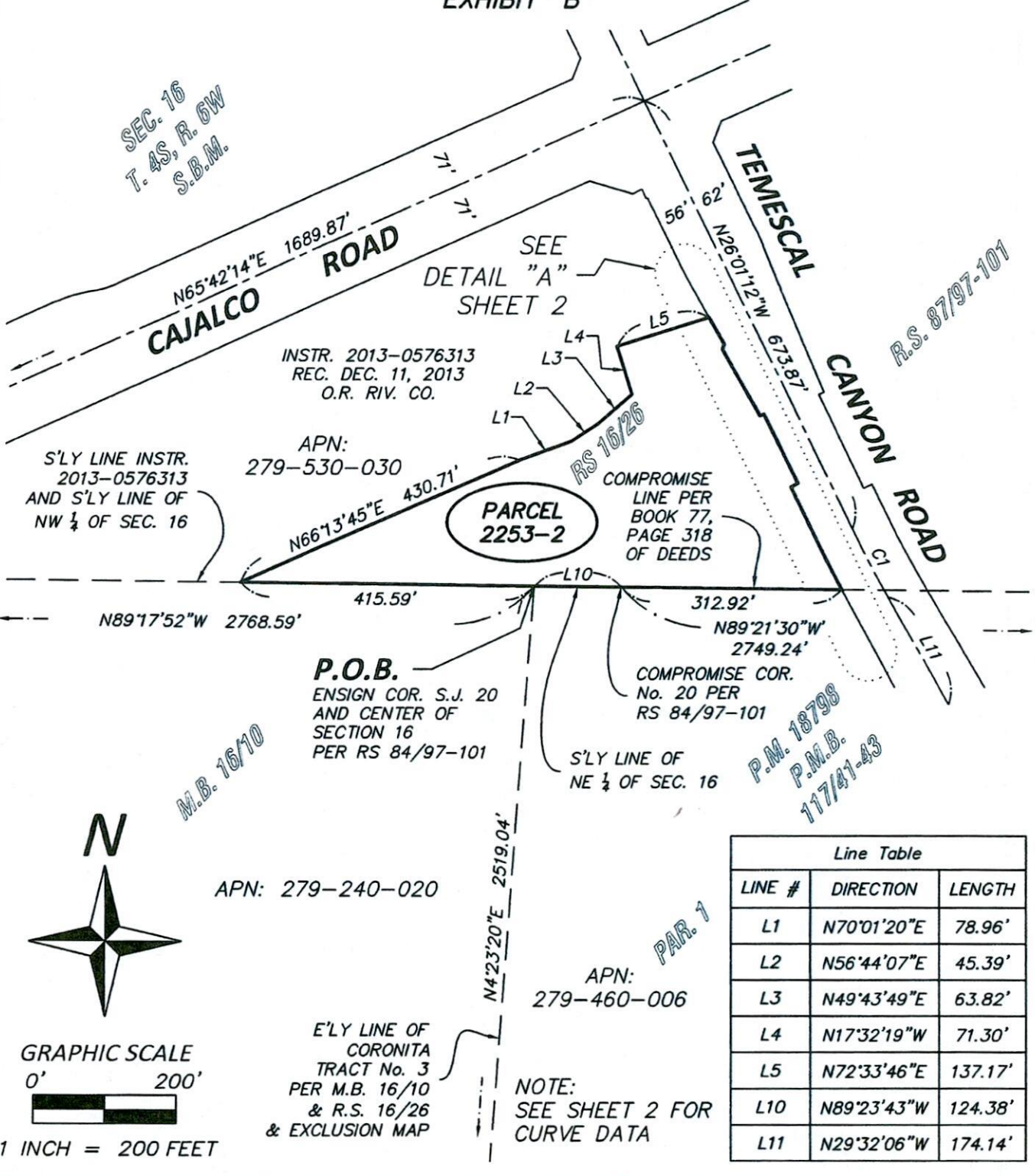


**RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**  
1995 MARKET STREET, RIVERSIDE, CA. 92501

|                            |                               |               |              |
|----------------------------|-------------------------------|---------------|--------------|
| PROJECT NAME:              | <b>BEDFORD CANYON CHANNEL</b> | SCALE 1"=200' | DRAWN BY DAC |
| RCFC-WCD PARCEL NUMBER(S): | <b>2253-1</b>                 | DATE 09/19/22 | CHECK BY SB  |
| RCFC-WCD PROJECT NUMBER:   | <b>2-0-00253</b>              | SHEET NO.     | 1 OF 1       |

EXHIBIT "B"

SEC. 16  
T. 4S, R. 6W  
S.B.M.



1 INCH = 200 FEET

| Line Table |             |         |
|------------|-------------|---------|
| LINE #     | DIRECTION   | LENGTH  |
| L1         | N70°01'20"E | 78.96'  |
| L2         | N56°44'07"E | 45.39'  |
| L3         | N49°43'49"E | 63.82'  |
| L4         | N17°32'19"W | 71.30'  |
| L5         | N72°33'46"E | 137.17' |
| L10        | N89°23'43"W | 124.38' |
| L11        | N29°32'06"W | 174.14' |

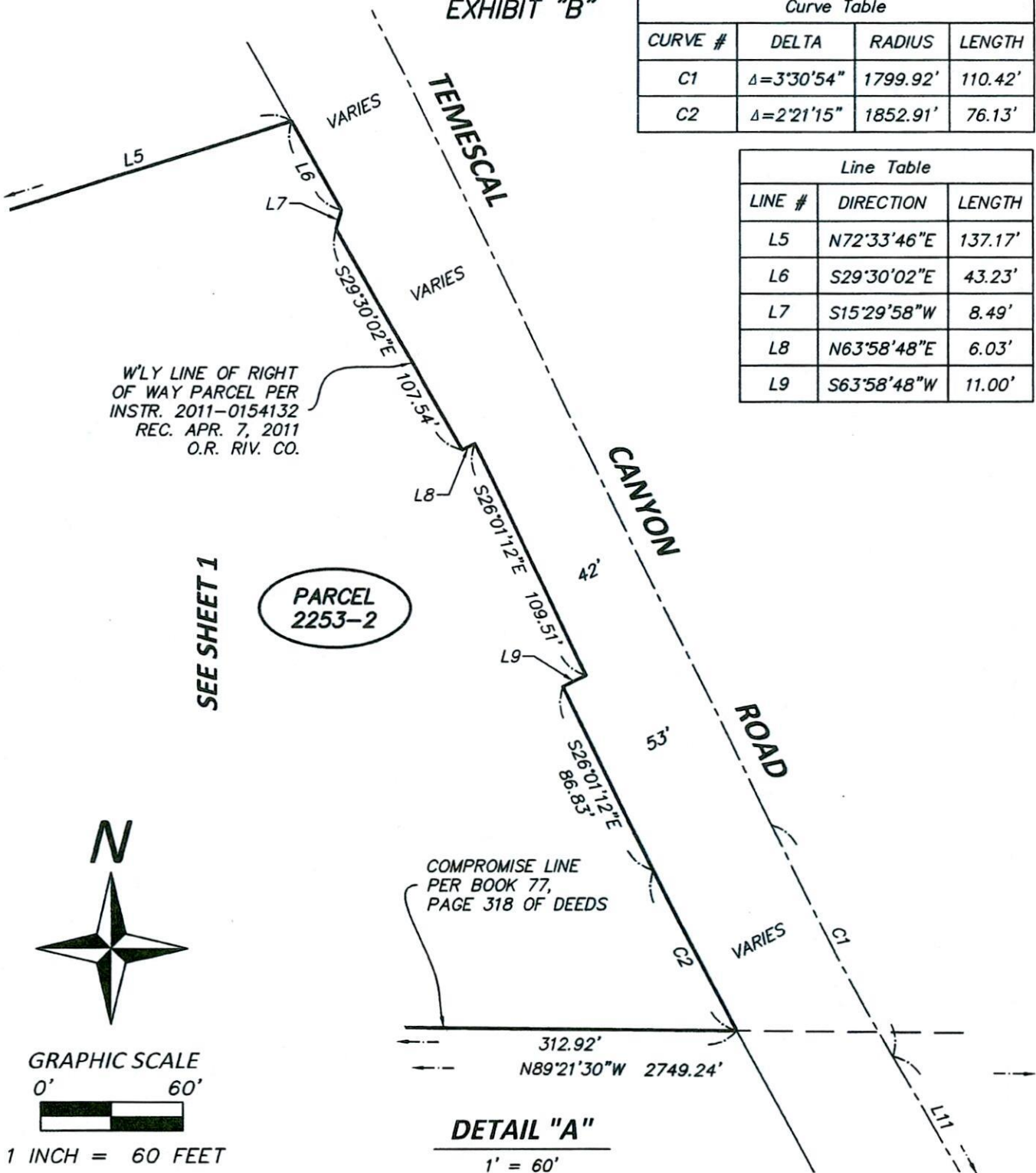
RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
1995 MARKET STREET, RIVERSIDE, CA. 92501

|                            |                               |               |              |
|----------------------------|-------------------------------|---------------|--------------|
| PROJECT NAME:              | <b>BEDFORD CANYON CHANNEL</b> | SCALE 1"=200' | DRAWN BY DAC |
| RCFC-WCD PARCEL NUMBER(S): | <b>PARCEL 2253-2</b>          | DATE 09/19/22 | CHECK BY SB  |
| RCFC-WCD PROJECT NUMBER:   | <b>2-0-00253</b>              | SHEET NO.     | 1 OF 2       |

EXHIBIT "B"

| Curve Table |                           |          |         |
|-------------|---------------------------|----------|---------|
| CURVE #     | DELTA                     | RADIUS   | LENGTH  |
| C1          | $\Delta=3^{\circ}30'54''$ | 1799.92' | 110.42' |
| C2          | $\Delta=2^{\circ}21'15''$ | 1852.91' | 76.13'  |

| Line Table |             |         |
|------------|-------------|---------|
| LINE #     | DIRECTION   | LENGTH  |
| L5         | N72°33'46"E | 137.17' |
| L6         | S29°30'02"E | 43.23'  |
| L7         | S15°29'58"W | 8.49'   |
| L8         | N63°58'48"E | 6.03'   |
| L9         | S63°58'48"W | 11.00'  |



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

|                            |                        |               |              |
|----------------------------|------------------------|---------------|--------------|
| PROJECT NAME:              | BEDFORD CANYON CHANNEL | SCALE 1"=200' | DRAWN BY DAC |
| RCFC-WCD PARCEL NUMBER(S): | PARCEL 2253-2          | DATE 09/19/22 | CHECK BY SB  |
| RCFC-WCD PROJECT NUMBER:   | 2-0-00253              | SHEET NO.     | 2 OF 2       |

**EXHIBIT C**

**GENERAL LOCATION OF TRAIL EASEMENT  
WITHIN THE EASEMENT AREA**

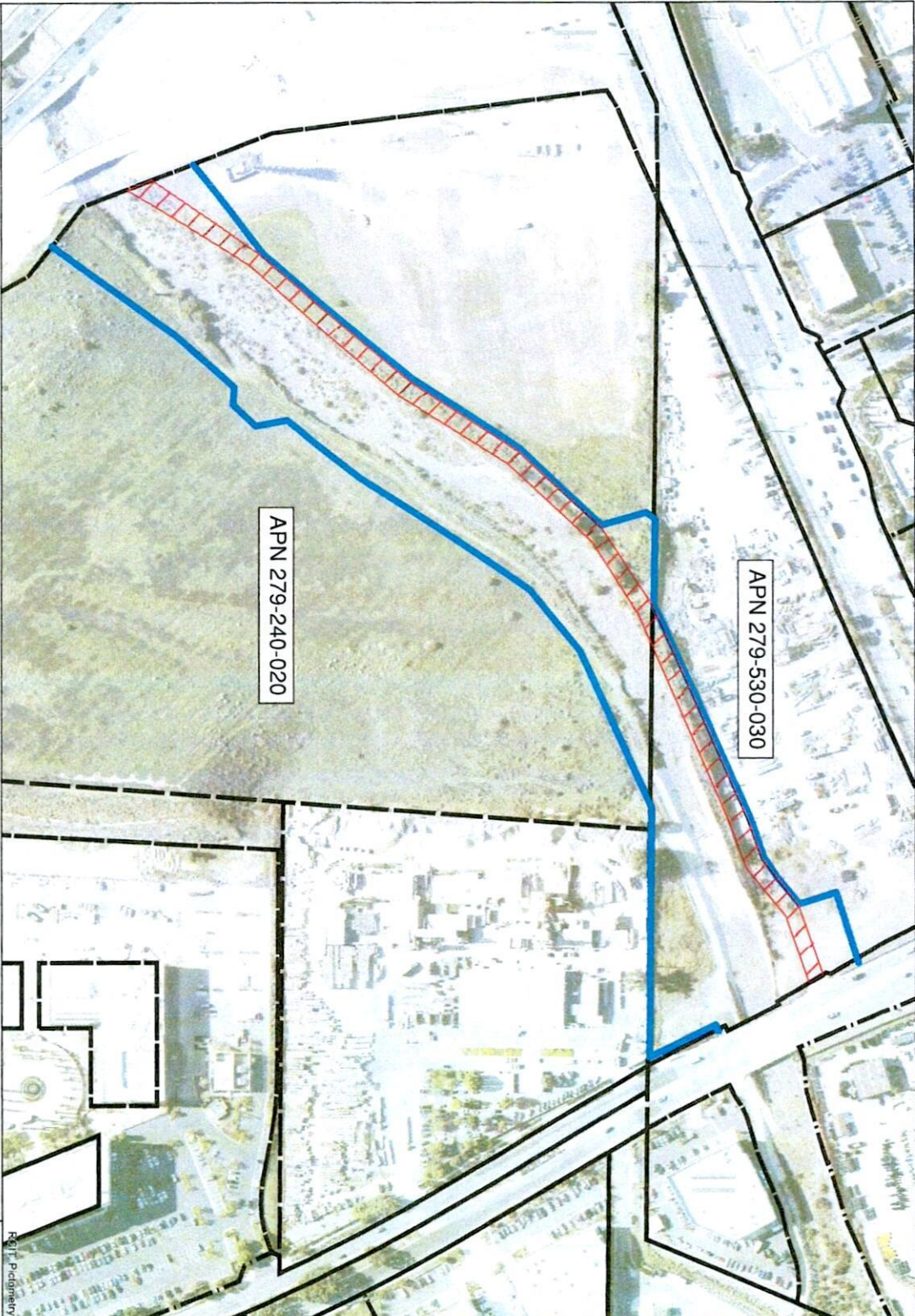
**[attached behind this page**

# RIVERSIDE COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT

## EXHIBIT C: TRAIL EASEMENT



|          |            |
|----------|------------|
| DRAWN BY | M. SETHI   |
| DATE     | 2024-01-09 |
| SCALE    | AS SHOWN   |
|          | FINAL      |



Feet

- LEGEND**
- Bedford Canyon Channel, Stage 1
  - Assessors Parcels
  - 30' Wide Trail Easement

**DESCRIPTION**

EXHIBIT C: GENERAL LOCATION OF RIVERSIDE COUNTY PARKS AND OPEN SPACE TRAIL EASEMENT.

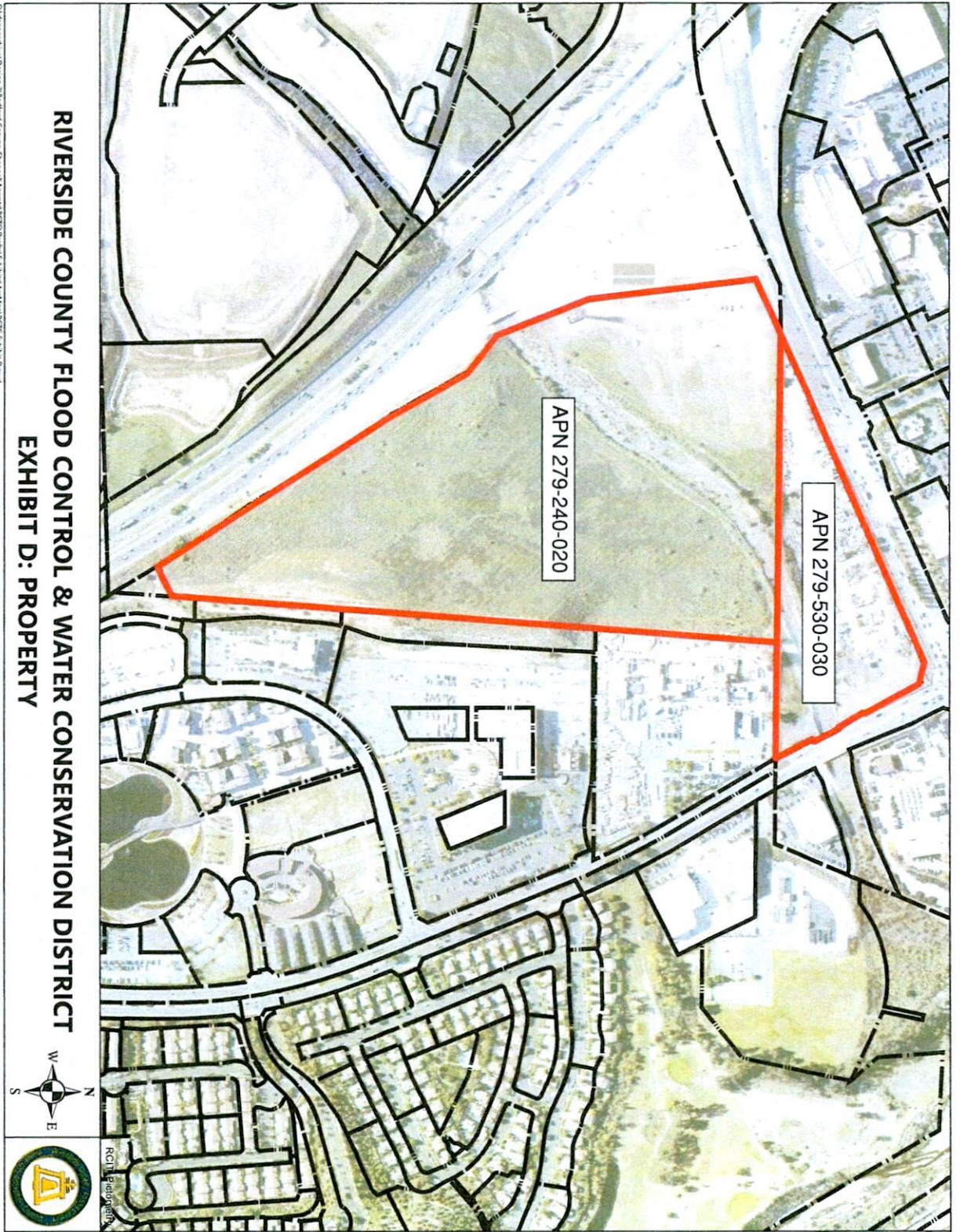




**EXHIBIT D**

**PROPERTY DEPICTION**

**[attached behind this page]**



**RIVERSIDE COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT**  
**EXHIBIT D: PROPERTY**

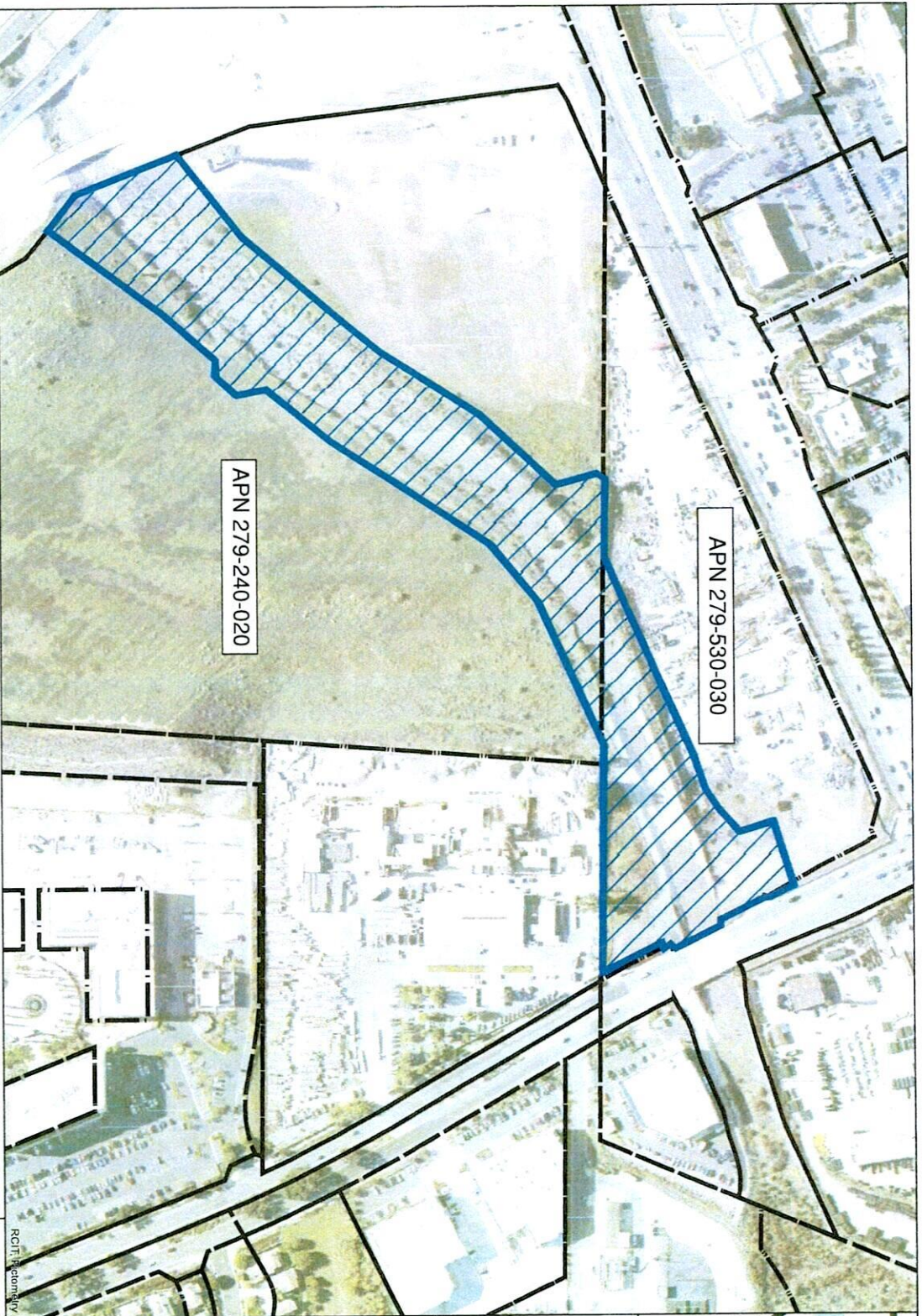


|                                                                   |  |                                                                                                                |
|-------------------------------------------------------------------|--|----------------------------------------------------------------------------------------------------------------|
| <p><b>DESCRIPTION</b><br/>EXHIBIT D: PROPERTY OF INTEREST.</p>    |  | <p><b>LAKESIDE</b></p>                                                                                         |
| <p><b>Legend</b></p> <p> Assessors Parcels</p> <p> "Property"</p> |  | <p><b>DRAWN BY</b> M. SETHI</p> <p><b>DATE</b> 2024-01-09</p> <p><b>SCALE</b> AS SHOWN</p> <p><b>FINAL</b></p> |

**EXHIBIT E**

**PROJECT DEPICTION**

**[attached behind this page]**



**RIVERSIDE COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT**  
**EXHIBIT E: BEDFORD CANYON CHANNEL, STAGE 1 PROJECT**



RCFD Information

**DESCRIPTION**

EXHIBIT E: IMPROVEMENT LIMITS OF THE PROPOSED BEDFORD CANYON CHANNEL, STAGE 1 PROJECT.

**Legend**

- Bedford Canyon Channel, Stage 1
- Assessors' Parcels

200    0    200  
 Feet

DRAWN BY: M. SETHI  
 DATE: 2024-01-09  
 SCALE: AS SHOWN  
 FINAL

Recorded at request of, and return to:  
Riverside County Transportation Commission  
1995 Market Street  
Riverside, California 92501

NO FEE (GOV. CODE 6103)

Project: Bedford Canyon Channel, Stage 1  
RCFC Parcel No. TCE  
Project No. 2-0-00253  
APNs: 279-530-030 and 279-240-020

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**The undersigned grantor(s) declare(s)**

DDT: - 0 – THE CONVEYANCE IS TO A GOVERNMENTAL  
ENTITY OR POLITICAL SUBDIVISION R&T 11922

## TEMPORARY CONSTRUCTION EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **RIVERSIDE COUNTY TRANSPORTATION COMMISSION**, a public agency existing under the authority of the laws of the State of California (the "Grantor"), hereby grants and conveys to **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**, a body corporate and politic (the "Grantee"), two (2) temporary construction easements as set forth herein in the City of Corona, County of Riverside, State of California, described and depicted in Exhibit "A" and Exhibit "B" attached hereto and made a part hereof (the "Easement Property"). The parties agree and acknowledge that the following shall apply to the grant of the temporary construction easements (the "Easement"), referenced above:

- A. The Easement shall apply to Grantee, its employees, agents, contractors, suppliers and consultants, and parties retained or utilized thereby, and shall permit such parties to enter upon and use the Easement Property for the purpose of the construction of the flood control and drainage improvements for the Bedford Canyon Channel, Stage 1 ("Project") and for purposes incidental thereto or required thereby.
- B. The Easement shall be of a duration of eighteen (18) months, commencing on such date hereafter as Grantee has assembled all other property for the Project, if any, and has actually initiated construction of the Project (as opposed to any studies, surveys or testing required thereby). This Easement shall not be changed, modified, amended, or extended except upon the written consent of both parties hereto.
- C. The Easement shall include Grantee's right to minor grading, the staging and use of construction equipment, and the construction of temporary facilities thereupon, but shall not include the right to construct permanent facilities. At the termination of the Easement, the area shall be restored and be left in as good a condition as found, and the surface shall be left in a neat and usable condition.
- D. Grantee shall indemnify and hold Grantor harmless from all claims of third parties occurring from, or arising out of, Grantee's use of the Easement or arising out of the Project, except any claims arising out of the intentional or negligent acts of Grantor. This indemnification does not extend to any third-party claims for damages suffered by reason of hazardous waste on the property nor does

it hold harmless the Grantor from any liability as a consequence of the presence of hazardous waste on the property.

- E. Any action at law or in equity brought by either of the Parties hereto for the purpose of enforcing a right or rights providing for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing of a change of venue in such proceedings to any other county.
- F. This Easement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of Grantor and Grantee, provided that Grantee shall not have the right to assign this Easement without Grantor's prior written consent.

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

**RIVERSIDE COUNTY  
TRANSPORTATION COMMISSION, a public  
agency of the State of California**

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

(Notary Attached)

# EXHIBIT “A”

## EXHIBIT A

### LEGAL DESCRIPTION

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

##### EXHIBIT "A"

##### LEGAL DESCRIPTION

###### Temporary Construction Easement

APN: 279-240-020

In the City of Corona, County of Riverside, State of California, being those portions of Lot 1 of the Exclusion Map of all the lands from Coronita Tract No. 3 as per certified copy of decree recorded November 4, 1960, Instrument No. 95289 of Official Records of said county, lying within Section 16, Township 4 South, Range 6 West, San Bernardino Meridian, described as follows:

**Beginning** at the center of said Section 16 as shown on said Exclusion Map;

Thence North  $89^{\circ}17'52''$  West 38.28 feet along the northerly line of said Coronita Tract No. 3 as shown on said Exclusion Map, to **Point "A"**;

Thence continuing North  $89^{\circ}17'52''$  West 604.56 feet along said northerly line;

Thence South  $36^{\circ}14'29''$  West 1027.02 feet to the easterly line of Parcel 23309-1 described in the Grant Deed recorded March 2, 2017, Instrument No. 2017-0087512 of Official Records of said county;

Thence South  $21^{\circ}08'03''$  East 246.17 feet along said easterly line;

Thence South  $51^{\circ}27'00''$  East 117.98 feet along said easterly line;

Thence North  $43^{\circ}27'38''$  East 522.07 feet;

Thence North  $03^{\circ}22'06''$  East 74.16 feet;

Thence North  $34^{\circ}15'39''$  East 456.66 feet;

Thence North  $37^{\circ}03'16''$  East 142.68 feet;

Thence North  $66^{\circ}05'17''$  East 394.82 feet to the easterly line of said Lot 1;

Thence North  $04^{\circ}23'20''$  East 19.34 feet to the **Point of Beginning**;

Excepting therefrom the following described portion of land;



RIVERSIDE COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT

**Beginning at said Point "A";**

Thence North 89°17'52" West 535.07 feet along said northerly line of said Coronita Tract No. 3;

Thence South 35°18'01" West 20.04 feet;

Thence South 15°30'19" East 86.07 feet;

Thence South 43°04'18" West 208.88 feet;

Thence South 32°57'35" West 234.16 feet;

Thence South 39°57'03" West 361.16 feet;

Thence South 51°49'05" West 220.15 feet to said easterly line of Parcel 23309-1;

Thence South 21°08'03" East 209.90 feet along said easterly line;

Thence South 51°27'00" East 99.23 feet along said easterly line;

Thence North 36°32'21" East 151.15 feet;

Thence North 36°21'04" East 136.90 feet;

Thence North 41°38'44" East 143.59 feet;

Thence South 85°15'38" East 31.99 feet;

Thence North 42°26'12" East 58.55 feet;

Thence North 10°14'32" West 60.38 feet;

Thence North 38°07'06" East 169.91 feet;

Thence North 33°07'56" East 176.67 feet;

Thence North 34°06'57" East 199.87 feet;

Thence North 50°15'10" East 148.36 feet;

RIVERSIDE COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT


Thence North 65°39'27" East 318.83 feet to said **Point "A"**.

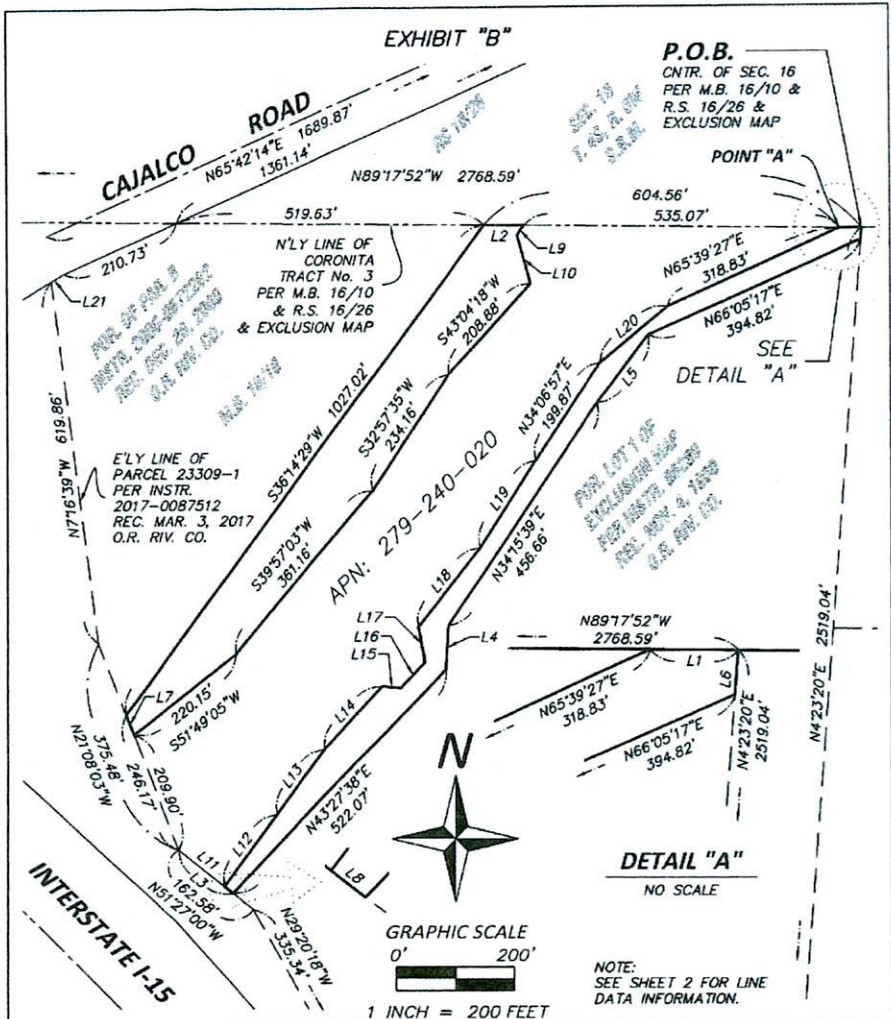
Containing 158,200.27 square feet / 3.632 acres more or less.

The distances shown herein are in grid. Ground distances may be obtained by dividing the grid distance by a combination factor of 0.99995280.

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



  
\_\_\_\_\_  
JAMES R. McNEILL  
Land Surveyor No. 7752  
Date: 9-19-22



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

|                            |                                 |           |          |          |     |
|----------------------------|---------------------------------|-----------|----------|----------|-----|
| PROJECT NAME:              | BEDFORD CANYON CHANNEL          | SCALE     | 1"=200'  | DRAWN BY | DAC |
| RCFC-WCD PARCEL NUMBER(S): | TEMPORARY CONSTRUCTION EASEMENT | DATE      | 09/19/22 | CHECK BY | SB  |
| RCFC-WCD PROJECT NUMBER:   | 2-0-00253                       | SHEET NO. | 1 OF 2   |          |     |

**EXHIBIT "B"**

| Line Table |             |         |
|------------|-------------|---------|
| LINE #     | DIRECTION   | LENGTH  |
| L1         | N89°17'52"W | 38.28'  |
| L2         | N89°17'52"W | 69.49'  |
| L3         | S51°27'00"E | 117.98' |
| L4         | N03°22'06"E | 74.16'  |
| L5         | N37°03'16"E | 142.68' |
| L6         | N04°23'20"E | 19.34'  |
| L7         | N21°08'03"W | 36.27'  |
| L8         | N51°27'00"W | 18.74'  |
| L9         | S35°18'01"W | 20.04'  |
| L10        | S15°30'19"E | 86.07'  |
| L11        | S51°27'00"E | 99.23'  |
| L12        | N36°32'21"E | 151.15' |
| L13        | N36°21'04"E | 136.90' |
| L14        | N41°38'44"E | 143.59' |
| L15        | S85°15'38"E | 31.99'  |
| L16        | N42°26'12"E | 58.55'  |
| L17        | N10°14'32"W | 60.38'  |
| L18        | N38°07'06"E | 169.91' |
| L19        | N33°07'56"E | 176.67' |
| L20        | N50°15'10"E | 148.36' |
| L21        | N58°48'34"E | 24.14'  |

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

|                            |                                        |           |          |          |     |
|----------------------------|----------------------------------------|-----------|----------|----------|-----|
| PROJECT NAME:              | <b>BEDFORD CANYON CHANNEL</b>          | SCALE     | NTS      | DRAWN BY | DAC |
| RCFC-WCD PARCEL NUMBER(S): | <b>TEMPORARY CONSTRUCTION EASEMENT</b> | DATE      | 09/19/22 | CHECK BY | SB  |
| RCFC-WCD PROJECT NUMBER:   | <b>2-0-00253</b>                       | SHEET NO. | 2 OF 2   |          |     |

# EXHIBIT “B”

RIVERSIDE COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT

EXHIBIT "A"

LEGAL DESCRIPTION

BEDFORD CANYON CHANNEL

**Temporary Construction Easement**

APN: 279-530-030

In the City of Corona, County of Riverside, State of California, being that portion of land described in the Grant Deed recorded December 11, 2013, Instrument No. 2013-0576313 of Official Records of said county, lying within Section 16, Township 4 South, Range 6 West, San Bernardino Meridian, described as follows:

**Commencing** at the center of said Section 16, said point being known as Ensign Corner S.J. 20 as shown on a Record of Survey, filed in Book 84, Pages 97 through 101, inclusive, of Records of Survey, records of said county;

Thence North  $89^{\circ}17'52''$  West 415.59 feet along the southerly line of the Northwest Quarter of said Section 16 to the **Point of Beginning**;

Thence North  $66^{\circ}13'45''$  East 430.71 feet;

Thence North  $70^{\circ}01'20''$  East 78.96 feet;

Thence North  $56^{\circ}44'07''$  East 45.39 feet;

Thence North  $49^{\circ}43'49''$  East 63.82 feet;

Thence North  $17^{\circ}32'19''$  West 71.30 feet;

Thence South  $68^{\circ}42'15''$  West 166.12 feet;

Thence South  $65^{\circ}48'34''$  West 330.71 feet;

Thence South  $67^{\circ}10'00''$  West 321.07 feet;

Thence South  $36^{\circ}14'05''$  West 14.25 feet to said southerly line of said Northwest Quarter;

RIVERSIDE COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT


Thence South  $89^{\circ}17'52''$  East 227.25 feet along said southerly line to the **Point of Beginning**.

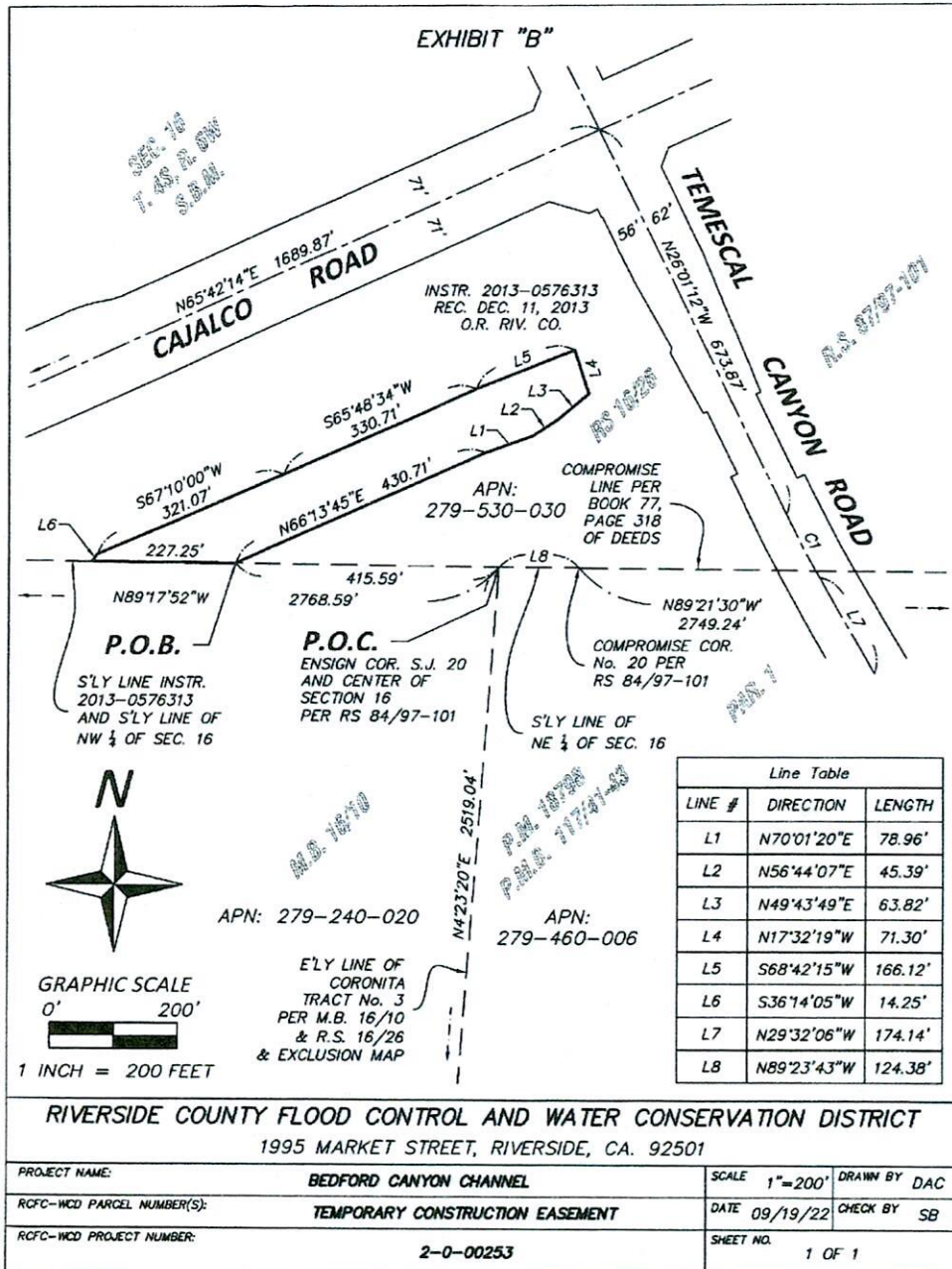
Containing 70,179 square feet / 1.611 acres more or less.

The distances shown herein are in grid. Ground distances may be obtained by dividing the grid distance by a combination factor of 0.99995280.

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



  
\_\_\_\_\_  
JAMES R. McNEILL  
Land Surveyor No. 7752  
Date: 9-19-22





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

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

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

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

WITNESS my hand and official seal:

Signature \_\_\_\_\_

Place Notary Seal Above

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by Temporary Construction Easement, dated \_\_\_\_\_, 2024 from the **RIVERSIDE COUNTY TRANSPORTATION COMMISSION**, a public agency of the State of California (the "Grantor") to the **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**, a body corporate and politic (the "Grantee") is hereby accepted by the undersigned officer on behalf of the Board of Supervisors of the Riverside County Flood Control and Water Conservation District pursuant to authority conferred by Resolution No. 474 of the Board of Supervisors of said District adopted on May 12, 1961, and the Grantee consents to the recordation thereof by its duly authorized officer.

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

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

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

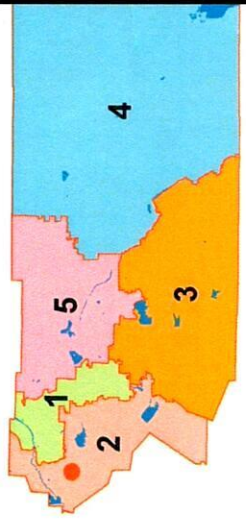


Cajalco Rd

Temescal Canyon Rd

Eagle Glen Pkwy

City of Corona  
Supervisory District 2

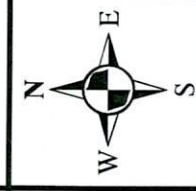


**Legend**

- Supervisory District
- Project Vicinity
- Existing Facilities
- Pending Acceptance Facilities
- County of Riverside

**Description**

Bedford Canyon Channel, Stage 1  
Project No. 2-0-00253



# VICINITY MAP

