

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 13.1  
(ID # 25810)**

**MEETING DATE:**

**FROM :** Regional Parks and Open Space District

Tuesday, September 10, 2024

**SUBJECT:** REGIONAL PARK AND OPEN SPACE DISTRICT: Adoption of Resolution No. 2024-004, Accepting a Grant of Easement from the Department of the Army and Approval of the Agreement and Grant of Easement for the Santa Ana River Trail Phase 4 Segment (Alcoa Dike) located at Prado Flood Risk Management Basin between the Riverside County Regional Park and Open-Space District and the Department of the Army; CEQA Exempt per State CEQA Guidelines Sections 15061(b)(3); District 2; [\$0]

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

1. Find the proposed conveyance to be categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Section 15061 (b)(3);
2. Adopt Resolution No. 2024-004, Accepting a Grant of Easement from the Department of the Army;
3. Approve the Agreement and Grant of Easement (Agreement) for the Santa Ana River Trail Phase 4 Segment (Alcoa Dike) located at Prado Flood Risk Management Basin between the Riverside County Regional Park and Open-Space District (RivCoParks) and the Department of the Army and authorize the Chairman of the Board to execute the same on behalf of RivCoParks;
4. Authorize the General Manager, or designee, to take all actions necessary to administer the Agreement, including signing the Certificate of Authority;
5. Direct the Clerk of the Board to return four (4) executed copies of the Agreement to the RivCoParks for processing with the Department of the Army; and
6. Direct the Clerk of the Board to file the attached Notice of Exemption with the County Clerk for posting within five (5) working days of Board approval.

**ACTION:Policy**

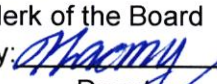
  
Kyle R. Brown, General Manager 8/22/2024

---

**MINUTES OF THE BOARD OF DIRECTORS**

On motion of Director Gutierrez, seconded by Director 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: September 10, 2024  
xc: Parks, Recorder

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

**SUBMITTAL TO THE 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>	\$1,000	\$1,000	\$2,000	\$1,500
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b> REGIONAL PARKS OPERATING FUND 25400			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	N/A

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

**BACKGROUND:**

**Summary**

The Riverside County Regional Park and Open Space District (District) is the lead agency charged with completing improvements to the Santa Ana River Trail and Parkway within Riverside County. The attached Agreement and Grant of Easement for a Public Recreation Trail for the Santa Ana River Trail Phase 4 Segment (Alcoa Dike), which consists of the operation and maintenance of a bike, hiking, and equestrian trail, together with appurtenant facilities within the Prado Flood Control Basin.

The Santa Ana River Phase 4 Segment was completed via a Betterment Agreement between Orange County Flood Control District (Flood District) and Riverside County Regional Park and Open-Space District. The Flood District and the U.S. Army Corps of Engineers separately entered into a Cooperative Agreement in 2011 to construct the Prado Dam and other flood control and protection improvements in and around the Prado Basin. As a part of the Prado Dam Project the Corps determined they would include the construction of an earthen dike roughly 7,500 feet in length that, at the request of RivCoParks, also included the construction of the Phase 4 Segment of the Santa Ana River Trail. This segment was officially completed in July 2024 and this easement would facilitate long term maintenance of the trail segment.

**Impact on Residents and Businesses**

When complete, the Santa Ana River Trail will provide the citizens of Riverside County a 36-mile recreational trail within the Santa Ana River Corridor. It will offer connections into both the Counties of Orange and San Bernardino, providing trail users the opportunity to use and explore approximately 110 miles of trail. In addition, the completed trail is designed as an alternate transportation route between the three counties and may possibly help reduce greenhouse gas emissions.

**ATTACHMENTS:**

- Resolution No. 2024-004
- Agreement and Grant of Easement for a Public Recreation Trail
- Exhibits A and B
- Notice of Exemption

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA

  
Douglas Ordóñez Jr. 9/3/2024

  
Aaron Gettis, Chief of Deputy County Counsel 8/27/2024



Notice of Exemption

Appendix E

To: Office of Planning and Research  
P.O. Box 3044, Room 113  
Sacramento, CA 95812-3044

From: (Public Agency): Riverside County Park & Open Space District  
Jurupa Valley, CA 92509

County Clerk

County of: Riverside  
4080 Lamon St  
Riverside CA 92509

(Address)

Project Title: Santa Ana River Trail Phase 4 Segment (Alcoa Dike) Easement

Project Applicant: Riverside County Park & Open-Space District

Project Location - Specific:

**Prado Flood Risk Management Basin**

Project Location - City: Unincorporated

Project Location - County: Riverside County

Description of Nature, Purpose and Beneficiaries of Project:

Agreement and Grant of Easement for the Santa Ana River Trail Phase 4 Segment (Alcoa Dike) between the Riverside County Regional Park and Open-Space District and the Department of the Army.

Name of Public Agency Approving Project: Riverside County Park & Open-Space District

Name of Person or Agency Carrying Out Project: Riverside County Park & Open-Space District

Exempt Status: (check one):

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State type and section number: \_\_\_\_\_
- Statutory Exemptions. State code number: \_\_\_\_\_

Reasons why project is exempt:

The project is covered by the commonsense exemption pursuant to Section 15061 (b) (3) of the CEQA guidelines in that it can be seen with certainty that there is no possibility that the easement will have a significant effect on the environment.

Lead Agency

Contact Person: Gaby Adame

Area Code/Telephone/Extension: 951-955-1395

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: \_\_\_\_\_

Date: 9/12/2024

Title: Bureau Chief

Signed by Lead Agency

Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.  
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: \_\_\_\_\_

**FILED / POSTED**

County of Riverside  
Peter Aldana  
Assessor-County Clerk-Recorder

E-202400988  
09/12/2024 09:28 AM Fee: \$ 50.00  
Page 1 of 1

09/10/2024 13.1

Removed: \_\_\_\_\_ By: \_\_\_\_\_ Deputy





2  
3 RESOLUTION NO. 2024-004


4  
5 RESOLUTION OF THE BOARD OF DIRECTORS OF THE RIVERSIDE COUNTY  
6 REGIONAL PARK AND OPEN-SPACE DISTRICT TO ACCEPT GRANT OF  
7 EASEMENT FROM DEPARTMENT OF THE ARMY IN CERTAIN REAL PROPERTY  
8 LOCATED IN THE COUNTY OF RIVERSIDE (ASSESSOR'S PARCEL NUMBERS  
9 101-110-002 and 119-220-009)

10 WHEREAS, the section of the Santa Ana River Trail and Parkway with the Prado  
11 Dam Flood Control Basin, also identified as the Alcoa Dike Project identified as the Phase  
12 Four (4) Segment ("Segment") passes through Assessor's Parcel Numbers 101-110-002  
13 and 119-220-009, which are owned by the Department of the Army ("United States"); and

14 WHEREAS, the Riverside County Parks and Open-Space District ("District") and  
15 the United States desire to enter into a certain Agreement and Grant of Easement for  
16 Public Access ("Agreement"), whereby the United States will grant a non-exclusive  
17 easement to the District to operate and maintain a bike, hiking, and equestrian trail,  
18 together with appurtenant facilities within the Prado Flood Control Basin, in and upon the  
19 lands of the United States contained in the Segment ("Trails") for a period of fifty (50)  
20 years ("Easement").

21 NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the  
22 Riverside County Regional Park and Open-Space District assembled in regular session,  
23 assembled on September 10, 2024, in the Chambers of the Board of Supervisors, 4080  
24 Lemon Street, 5th Floor, Riverside, California 92501, that this Board finds, determines,  
25 declares and resolves as follows:

- 26 1. Finds the proposed action to be categorically exempt from the California  
27 Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Section  
28 15061(b)(3) in that it can be seen with certainty that there is no possibility that the

FORM APPROVED COUNTY COUNSEL  
BY:  RYAN D. YABKO  
DATE: 8/27/24

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

easement will have a significant effect on the environment.

2. Approves and accepts the Agreement and Easement as described and shown on Exhibits A and B, attached hereto and incorporate herein by reference, and authorizes the Chairman of the Board of Directors to execute the same on behalf of the District to completed the conveyance of this Easement.

ROLL CALL:


Ayes: Jeffries, Washington, Spiegel, Perez, and Gutierrez

Nays: None

Absent: None

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

KIMBERLY A. RECTOR, Clerk of said Board

By:   
Deputy

**DEPARTMENT OF THE ARMY**  
**EASEMENT FOR A PUBLIC RECREATION TRAIL**  
**LOCATED AT**  
**PRADO FLOOD RISK MANAGEMENT BASIN**  
**RIVERSIDE COUNTY, CALIFORNIA**

**THE SECRETARY OF THE ARMY** under and by virtue of the authority vested in the Secretary by Title 10, United States Code, Section 2668, having found that the granting of this easement will not be against the public interest, hereby grants to Riverside County Regional Park Open-Space District, hereinafter referred to as the "Grantee," an easement for the Santa Ana River Trail (Phase 4 Segment), which consists of the operation and maintenance of a bike, hiking, and equestrian trail, together with appurtenant facilities within the Prado Flood Control Basin, hereinafter referred to as the "Facilities," over, across, in and upon the lands of the United States as identified in EXHIBITS A and B attached hereto and made a part hereof, hereinafter referred to as the Premises.

**THIS EASEMENT** is granted subject to the following conditions:

**1. TERM**

This easement is granted for a term of fifty (50) years, beginning July 17, 2024, and ending July 16, 2073, so long as the Grantee remains in compliance with any or all of the conditions of this easement.

**2. CONSIDERATION**

Grantee's consideration for the easement shall be the operation and maintenance of a public recreation trail for the benefit of the United States and the general public in accordance with the terms herein set forth.

**3. NOTICES**

All correspondence and notices to be given pursuant to this easement shall be addressed, if to the Grantee, to Riverside County Regional Park Open-Space District, 4600 Crestmore Road, Riverside, California 92509; and if to the United States, to the District Engineer, Attention: Chief of Real Estate Division, U.S. Army Corps of Engineers, Los Angeles District, 915 Wilshire Blvd, Suite 1109, Los Angeles, California 90017; or as may from time to time otherwise be directed by the parties. Notice shall be



deemed to have been duly given if and when enclosed in a properly sealed envelope, or wrapper, addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

#### **4. AUTHORIZED REPRESENTATIVES**

Except as otherwise specifically provided, any reference herein to "Secretary", "Real Estate Contracting Officer", or "said officer" shall include their duly authorized representatives. Any reference to "Grantee" shall include assignees, transferees and their duly authorized representatives.

#### **5. SUPERVISION BY THE REAL ESTATE CONTRACTING OFFICER**

The construction, operation, maintenance, repair or replacement of said facilities, including culverts and other drainage facilities, shall be performed at no cost or expense to the United States and subject to the approval of the Real Estate Contracting Officer, Los Angeles District, hereinafter referred to as said officer. Upon the completion of any of the above activities, the Grantee shall immediately restore the Premises to the satisfaction of said officer. The use and occupation of the Premises for the purposes herein granted shall be subject to such rules and regulations as said officer prescribes in writing from time to time.

#### **6. APPLICABLE LAWS AND REGULATIONS**

The Grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the Premises are located.

#### **7. CONDITION OF PREMISES**

The Grantee acknowledges that it has inspected the Premises, knows the condition, and understands that the same is granted without any representation or warranties whatsoever and without any obligation on the part of the United States.

#### **8. INSPECTION AND REPAIRS**

The Grantee shall inspect the Facilities at reasonable intervals and immediately repair any defects found by such inspection or when required by said officer to repair any such defects. Grantee is not responsible for the inspection or repair of the Alcoa Dike features.

#### **9. PROTECTION OF GOVERNMENT PROPERTY**

The Grantee shall be responsible for any damage that may be caused to property of the United States by the activities of the Grantee under this easement, and shall exercise due diligence in the protection of all property located on the Premises

against fire or damage from any and all causes. Any property of the United States damaged or destroyed by the Grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the Grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

#### **10. RIGHT TO ENTER**

The right is reserved to the United States, its officers, agents, and employees to enter upon the Premises at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to remove timber or other material, except property of the Grantee, to flood the Premises and/or to make any other use of the lands as may be necessary in connection with government purposes, and the Grantee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

#### **11. RIGHT TO CONNECT**

The United States reserves the right to make such connections between the road or street herein authorized and roads and streets on other government lands as said officer may from time to time consider necessary, and also reserves to itself rights-of-way for all purposes across, over or under the right-of-way hereby granted; provided that such rights shall be used in a manner that will not create unnecessary interference with the use and enjoyment by the Grantee of the right-of-way herein granted.

#### **12. OTHER AGENCY AGREEMENTS**

It is understood that the provisions of the conditions on **SUPERVISION BY THE REAL ESTATE CONTRACTING OFFICER** and **RIGHT TO ENTER** above shall not abrogate or interfere with any agreements or commitments made or entered into between the Grantee and any other agency of the United States with regard to financial aid to the Grantee in connection with the construction, maintenance, or repair of the facilities herein authorized.

#### **13. TERMINATION**

This easement may be terminated by the Secretary upon ninety (90) days written notice to the Grantee if the Secretary shall determine that the right-of-way hereby granted interferes with the use or disposal of said land by the United States, or it may be revoked by the Secretary for failure of the Grantee to comply with any or all of the conditions of this easement, or for non-use for a period of two (2) years, or for abandonment. In any event, Grantee shall be given notice of such non-compliance and an opportunity to cure such non-compliance of no less than forty-five (45) days from

receipt of such notice. Grantee understands there may be a need for immediate curing of such non-compliance.

#### **14. SOIL AND WATER CONSERVATION**

The Grantee shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon said Premises at the beginning of or that may be constructed by the Grantee during the term of this easement, and the Grantee shall take appropriate measures to prevent or control soil erosion within the right-of-way herein granted. Any soil erosion occurring outside the Premises resulting from the activities of the Grantee shall be corrected by the Grantee as directed by said officer.

#### **15. ENVIRONMENTAL PROTECTION**

a. Within the limits of their respective legal powers, the parties hereto shall protect the Premises against pollution of its air, ground and water. The Grantee shall comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the Premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this easement. The Grantee shall not discharge waste or effluent from the Premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The use of any pesticides or herbicides within the Premises shall be in conformance with all applicable Federal, state, interstate, and local laws and regulations. The Grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the Premises.

c. The Grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the Grantee's activities, the Grantee shall be liable to restore the damaged resources.

#### **16. HISTORIC PRESERVATION**

The Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains, or objects of antiquity. In the event such items are discovered on the Premises, the Grantee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.



**17. NON-DISCRIMINATION**

a. The Grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin or religion.

b. The Grantee, by acceptance of this easement, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. § 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directive 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the Grantee, its agents, successors, transferees, and assignees.

**18. RESTORATION**

On or before the termination or revocation of this easement, the Grantee shall, without expense to the United States and within such time as said officer may indicate, restore the Premises to the satisfaction of said officer. In the event the Grantee shall fail to restore the Premises, at the option of said officer, said improvements shall either become the property of the United States without compensation therefore, or said officer shall have the option to perform the restoration at the expense of the Grantee, and the Grantee shall have no claim for damages against the United States or its officers or agents for such action.

**19. DISCLAIMER**

This instrument is effective only insofar as the rights of the United States in the Premises are concerned; and the Grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity for obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. § 403), Section 404 of the Clean Water Act (33 U.S.C. § 1344) or any other permit or license which may be required by Federal, state, interstate or local laws in connection with the use of the Premises.

**20. EXECUTIVE ORDER 13658**

The Real Estate Contracting Officer (RECO) has determined Executive Order 13658 is not applicable to this contract.

**21. EXECUTIVE ORDER 13706**

The RECO has determined EO 13706 is not applicable to this contract.

**22. ADDED CONDITIONS**

This easement is granted for Phase 4 segment of the Santa Ana River Trail.

**THIS EASEMENT** is not subject to Title 10, United States Code, Section 2662, as amended.

**IN WITNESS WHEREOF**, I have hereunto set my hand by authority of the Secretary of the Army this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Real Estate Contracting Officer  
Real Estate Division

**THIS EASEMENT** is also executed by the Grantee this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Riverside County Regional Park  
Open-Space District

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

# CERTIFICATE OF AUTHORITY

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_  
(Name) (Secretary or Attesting Officer)

of the \_\_\_\_\_, named as grantee/lessee/licensee herein;  
(Agency Name)

that \_\_\_\_\_, who signed this Agreement on behalf  
(Officer Name)

of said \_\_\_\_\_, was then \_\_\_\_\_  
(Agency Name) (Officer Title)

of the Agency; and that said Agreement was duly signed for and on behalf of  
the \_\_\_\_\_ by authority of its governing body and is  
(Agency Name)

within the scope of its statutory powers.

Signed, \_\_\_\_\_  
Secretary or Attesting Officer

(The person that signed the attached instrument cannot sign Certificate)

This form certifies that the person signing the attached instrument has the authority to do so. The signature of the Secretary/Attesting Officer and the Individual signing the attached instrument cannot be the same.



**DEPARTMENT OF THE ARMY**  
CORPS OF ENGINEERS, SOUTH PACIFIC DIVISION,  
LOS ANGELES DISTRICT, REAL ESTATE DIVISION,  
CIVIL WORKS TECHNICAL SERVICE & REAL PROPERTY SUPPORT  
915 WILSHIRE BOULEVARD  
LOS ANGELES, CALIFORNIA 90017

DATE: 12 July 2024  
UNIT: "O-226"  
ACQUISITION TRACT: Portions of Tracts 204, 206A, 223, 225, & 531  
ASSESSOR'S PARCEL: Portion of APN 101-110-002, & 119-200-009  
ACREAGE: 121,772 +/- sqft or 2.80 +/- ac  
PROJECT: Prado Flood Control Basin  
DOCUMENT NO.: DACW09-2-24-2236  
LOCATION: Riverside County, CA  
CESPL-REC-T: DWG No. 93-K-335

**SANTA ANA RIVER TRAIL AT ALCOA DIKE**

This is a general legal description and supporting location map for portions of lands located in Riverside County within the Prado Dam Flood Control Basin, also identified as the Alcoa Dike Project. This description begins in the northwest corner of Santa Ana River Trail and runs in a clockwise direction. The purpose of this description is to provide a general footprint and location of the areas identified for the Santa Ana River Trail. The description is described in plus and/or minus feet (+/-) and may not necessarily create a closed mathematical figure. The coordinates used in the description are provided by previous USACE maps. This legal description and location map is compiled using USACE map and design files.

**Beginning** at a point in the Northeast Quarter of Section 22, Township 3 South, Range 7 West, at the at the approximate NAD 27 CA Zone 6 Projection coordinates  
N: 632,912.49 and E: 1,592,350.90,

1. Thence North 40°56'45" East a distance of 79 +/- feet.
2. Thence with a curve concave to the westerly with a radius of 420 +/- feet, with a central angle of 10°49'42", with an arc length of 79 +/- feet
3. Thence North 80°12'04" East a distance of 31 +/- feet.
4. Thence South 06°13'05" East a distance of 60 +/- feet.
5. Thence South 87°21'47" West a distance of 19 +/- feet.
6. Thence South 02°51'35" West a distance of 60 +/- feet.
7. Thence with a curve concave to the westerly with a radius of 422 +/- feet, with a central angle of 10°33'59", with an arc length of 78 +/- feet.
8. Thence South 13°25'08" West a distance of 771 +/- feet.
9. Thence South 16°02'08" West a distance of 194 +/- feet.
10. Thence with a curve concave to the easterly with a radius of 664 +/- feet, with a central angle of 11°18'32", with an arc length of 131 +/- feet.
11. Thence South 00°31'53" West a distance of 130 +/- feet.
12. Thence with a curve concave to the northwesterly with a radius of 230 +/- feet, with a central angle of 90°27'49", with an arc length of 362 +/- feet.
13. Thence North 86°31'35" West a distance of 20 +/- feet.
14. Thence North 77°45'36" West a distance of 21 +/- feet.
15. Thence North 84°49'33" West a distance of 125 +/- feet.

Exhibit A

16. Thence North 04°27'39" East a distance of 68 +/- feet.
17. Thence South 84°51'49" East a distance of 32 +/- feet.
18. Thence with a curve concave to the southerly with a radius of 270 +/- feet, with a central angle of 16°47'21", with an arc length of 79 +/- feet.
19. Thence with a reverse curve concave to the northwesterly with a radius of 175 +/- feet, with a central angle of 112°00'58" , with an arc length of 342 +/- feet.
20. Thence North 02°44'46" West a distance of 29 +/- feet.
21. Thence North 00°31'53" East a distance of 110 +/- feet.
22. Thence with a curve concave to the easterly with a radius of 664 +/- feet, with a central angle of 11°18'32", with an arc length of 131 +/- feet.
23. Thence North 13°13'52" East a distance of 170 +/- feet.
24. Thence North 13°25'33" East a distance of 797 +/- feet.
25. Thence with a curve concave to the westerly with a radius of 383 +/- feet, with a central angle of 28°39'32", with an arc length of 192 +/- feet, to the point of beginning.

Containing an area of 121,772 +/- square feet or 2.80 +/- acres more or less. As shown on EXHIBIT B attached hereto and made a part hereof.

Checked by:  31 July 2024  
Douglas A. Ritchie, PLS Date

////////////////////////////////////// END OF DESCRIPTION //

**NOTE:** Department of the Army Engineer Manual No. 405-1-03, "Real Estate Geospatial Data and Mapping" dated 30 Sep. 2016, Chapter 4, "Preparation of Base Real Estate Geospatial Data Sets," Paragraph 4-7 requires USACE to use Systeme Internationale (metric) measurements to the extent "Economically Feasible". USACE Real Estate mapping will use the dominant units of the State, Commonwealth or Territory where the project is located.

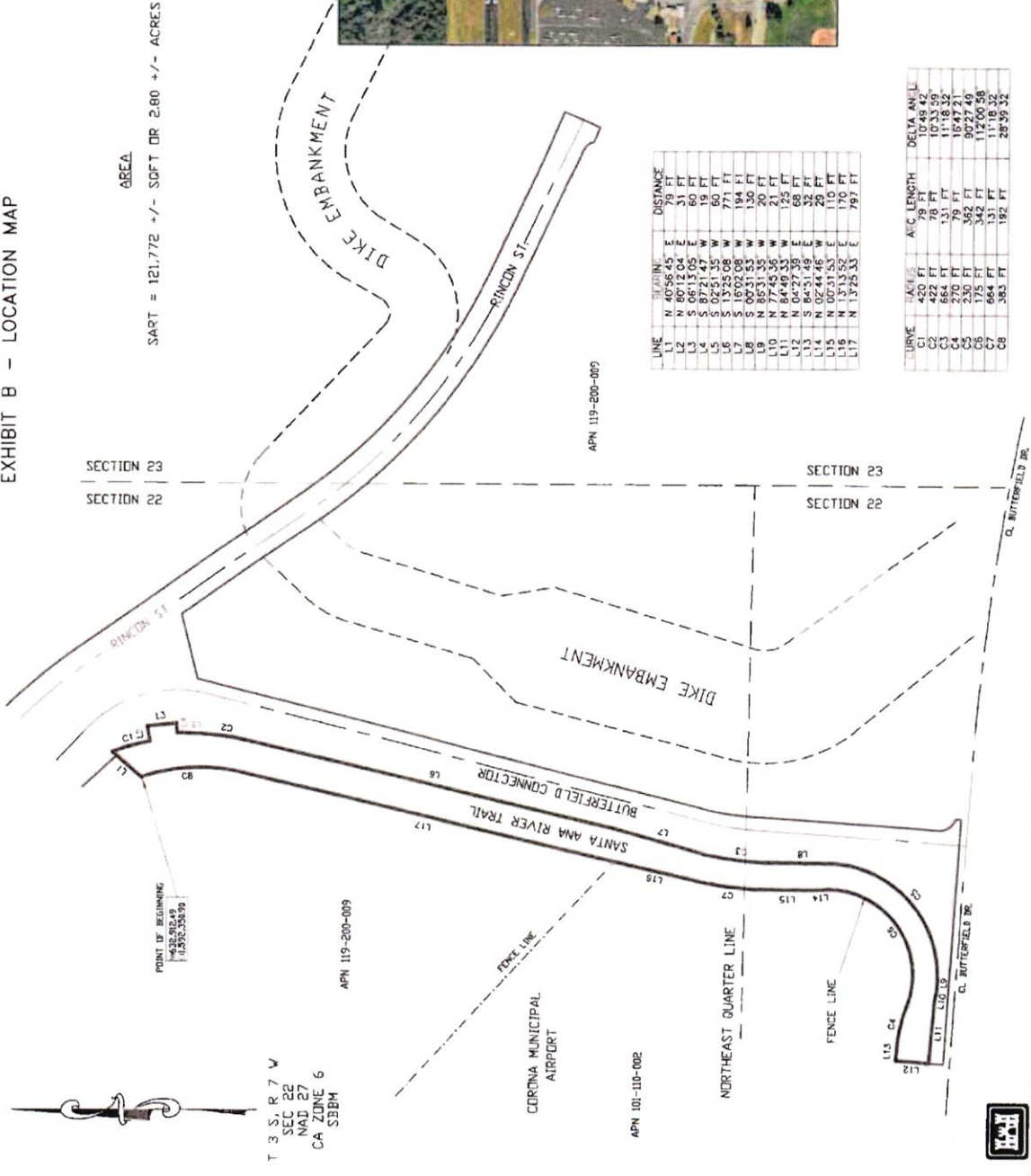
**EXHIBIT A**

EXHIBIT B - LOCATION MAP

- NOTES:
1. THE DESCRIPTION IS DESCRIBED IN PLUS AND/OR MINUS FEET (1/4" = 1' AND MAY NOT NECESSARILY CREATE A CLOSED MATHEMATICAL FIGURE).
  2. COORDINATES ARE DERIVED FROM PREVIOUS DRAWINGS. THESE COORDINATES ARE ONLY APPROXIMATE IN LOCATION AND USED AS A GENERAL REFERENCE.
  3. THE FEATURES DEPICTED IN THIS MAP ARE DRAWN FROM USACE DRAWING 93-72-10-101 SEGMENT K (1995) IN ADDITION TO ALCOA DIKE PROJECT DESIGN FILES.
  4. PUBLIC LAND SURVEY SYSTEM INFORMATION IS DERIVED FROM BUREAU OF LAND MANAGEMENT CADASTRAL SURVEY INFORMATION AND IN PART FROM THE CADASTRAL SURVEY INFORMATION FOR RECORD KEEPING, MAPPING, GRAPHICS AND PLANNING PURPOSES.
  5. ASSESSOR PARCEL NUMBERS ARE DERIVED FROM RIVERSIDE COUNTY MAP '97 COUNTY AT GIS.COUNTYOFRIVERSIDE.US.
  6. NOT FOR SURVEY USE. GAPS AND IRREGULARITIES ARE SHOWN. YOU SHOULD OBTAIN THE ORIGINAL SURVEY RECORDS FOR THE LOCATION OF THESE PARCELS. CONTACT THE SURVEY DEPARTMENT U.S. ARMY CORPS OF ENGINEERS.

AREA  
SART = 121,772 +/- SQFT OR 2.80 +/- ACRES

IMAGE OVERLAY



LINE	BEGINNING	END	BEARING	LENGTH	DELTA X, ANGLE
L1	N 40°56'45"	E	79 FT		
L2	S 00°12'04"	E	31 FT		
L3	S 87°21'47"	W	19 FT		
L4	S 02°51'35"	W	60 FT		
L5	S 12°25'08"	W	771 FT		
L6	S 00°02'08"	W	194 FT		
L7	N 86°51'35"	W	20 FT		
L8	N 77°45'35"	W	21 FT		
L9	N 84°49'33"	W	125 FT		
L10	S 84°27'28"	E	95 FT		
L11	S 84°27'28"	E	25 FT		
L12	N 02°44'46"	W	25 FT		
L13	N 00°31'53"	E	110 FT		
L14	N 13°13'52"	E	790 FT		
L15	N 13°25'33"	E	170 FT		

CURVE	BEARING	ARC LENGTH	DELTA X, ANGLE
C1	420 FT	78 FT	10,484.96
C2	422 FT	78 FT	10,333.59
C3	664 FT	131 FT	11,183.32
C4	270 FT	79 FT	16,472.1
C5	175 FT	342 FT	12,760.58
C6	664 FT	131 FT	11,183.32
C7	383 FT	192 FT	28,393.32



U.S. ARMY CORPS OF ENGINEERS  
LOS ANGELES DISTRICT



DEPARTMENT OF THE ARMY  
CORPS OF ENGINEERS, SOUTH PACIFIC DIVISION  
LOS ANGELES DISTRICT, REAL ESTATE DIVISION  
CIVIL WORKS TECHNICAL SERVICE & REAL PROPERTY SUPPORT  
ALCOA DIKE PROJECT  
SANTA ANA RIVER TRAIL  
PRADO FLOOD CONTROL BASIN  
RIVERSIDE COUNTY, CALIFORNIA  
UNIT "O-226"  
DACW09-2-24-2236  
DWG NO. 83-K-335  
31 JULY 2024  
DRAWN BY: D.A.R.  
SHEET 1 OF 1



**DEPARTMENT OF THE ARMY**  
**EASEMENT FOR A PUBLIC RECREATION TRAIL**  
**LOCATED AT**  
**PRADO FLOOD RISK MANAGEMENT BASIN**  
**RIVERSIDE COUNTY, CALIFORNIA**

**THE SECRETARY OF THE ARMY** under and by virtue of the authority vested in the Secretary by Title 10, United States Code, Section 2668, having found that the granting of this easement will not be against the public interest, hereby grants to Riverside County Regional Park Open-Space District, hereinafter referred to as the "Grantee," an easement for the Santa Ana River Trail (Phase 4 Segment), which consists of the operation and maintenance of a bike, hiking, and equestrian trail, together with appurtenant facilities within the Prado Flood Control Basin, hereinafter referred to as the "Facilities," over, across, in and upon the lands of the United States as identified in EXHIBITS A and B attached hereto and made a part hereof, hereinafter referred to as the Premises.

**THIS EASEMENT** is granted subject to the following conditions:

**1. TERM**

This easement is granted for a term of fifty (50) years, beginning July 17, 2024, and ending July 16, 2073, so long as the Grantee remains in compliance with any or all of the conditions of this easement.

**2. CONSIDERATION**

Grantee's consideration for the easement shall be the operation and maintenance of a public recreation trail for the benefit of the United States and the general public in accordance with the terms herein set forth.

**3. NOTICES**

All correspondence and notices to be given pursuant to this easement shall be addressed, if to the Grantee, to Riverside County Regional Park Open-Space District, 4600 Crestmore Road, Riverside, California 92509; and if to the United States, to the District Engineer, Attention: Chief of Real Estate Division, U.S. Army Corps of Engineers, Los Angeles District, 915 Wilshire Blvd, Suite 1109, Los Angeles, California 90017; or as may from time to time otherwise be directed by the parties. Notice shall be

deemed to have been duly given if and when enclosed in a properly sealed envelope, or wrapper, addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

#### **4. AUTHORIZED REPRESENTATIVES**

Except as otherwise specifically provided, any reference herein to "Secretary", "Real Estate Contracting Officer", or "said officer" shall include their duly authorized representatives. Any reference to "Grantee" shall include assignees, transferees and their duly authorized representatives.

#### **5. SUPERVISION BY THE REAL ESTATE CONTRACTING OFFICER**

The construction, operation, maintenance, repair or replacement of said facilities, including culverts and other drainage facilities, shall be performed at no cost or expense to the United States and subject to the approval of the Real Estate Contracting Officer, Los Angeles District, hereinafter referred to as said officer. Upon the completion of any of the above activities, the Grantee shall immediately restore the Premises to the satisfaction of said officer. The use and occupation of the Premises for the purposes herein granted shall be subject to such rules and regulations as said officer prescribes in writing from time to time.

#### **6. APPLICABLE LAWS AND REGULATIONS**

The Grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the Premises are located.

#### **7. CONDITION OF PREMISES**

The Grantee acknowledges that it has inspected the Premises, knows the condition, and understands that the same is granted without any representation or warranties whatsoever and without any obligation on the part of the United States.

#### **8. INSPECTION AND REPAIRS**

The Grantee shall inspect the Facilities at reasonable intervals and immediately repair any defects found by such inspection or when required by said officer to repair any such defects. Grantee is not responsible for the inspection or repair of the Alcoa Dike features.

#### **9. PROTECTION OF GOVERNMENT PROPERTY**

The Grantee shall be responsible for any damage that may be caused to property of the United States by the activities of the Grantee under this easement, and shall exercise due diligence in the protection of all property located on the Premises

against fire or damage from any and all causes. Any property of the United States damaged or destroyed by the Grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the Grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

#### **10. RIGHT TO ENTER**

The right is reserved to the United States, its officers, agents, and employees to enter upon the Premises at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to remove timber or other material, except property of the Grantee, to flood the Premises and/or to make any other use of the lands as may be necessary in connection with government purposes, and the Grantee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

#### **11. RIGHT TO CONNECT**

The United States reserves the right to make such connections between the road or street herein authorized and roads and streets on other government lands as said officer may from time to time consider necessary, and also reserves to itself rights-of-way for all purposes across, over or under the right-of-way hereby granted; provided that such rights shall be used in a manner that will not create unnecessary interference with the use and enjoyment by the Grantee of the right-of-way herein granted.

#### **12. OTHER AGENCY AGREEMENTS**

It is understood that the provisions of the conditions on **SUPERVISION BY THE REAL ESTATE CONTRACTING OFFICER** and **RIGHT TO ENTER** above shall not abrogate or interfere with any agreements or commitments made or entered into between the Grantee and any other agency of the United States with regard to financial aid to the Grantee in connection with the construction, maintenance, or repair of the facilities herein authorized.

#### **13. TERMINATION**

This easement may be terminated by the Secretary upon ninety (90) days written notice to the Grantee if the Secretary shall determine that the right-of-way hereby granted interferes with the use or disposal of said land by the United States, or it may be revoked by the Secretary for failure of the Grantee to comply with any or all of the conditions of this easement, or for non-use for a period of two (2) years, or for abandonment. In any event, Grantee shall be given notice of such non-compliance and an opportunity to cure such non-compliance of no less than forty-five (45) days from

receipt of such notice. Grantee understands there may be a need for immediate curing of such non-compliance.

#### **14. SOIL AND WATER CONSERVATION**

The Grantee shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon said Premises at the beginning of or that may be constructed by the Grantee during the term of this easement, and the Grantee shall take appropriate measures to prevent or control soil erosion within the right-of-way herein granted. Any soil erosion occurring outside the Premises resulting from the activities of the Grantee shall be corrected by the Grantee as directed by said officer.

#### **15. ENVIRONMENTAL PROTECTION**

a. Within the limits of their respective legal powers, the parties hereto shall protect the Premises against pollution of its air, ground and water. The Grantee shall comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the Premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this easement. The Grantee shall not discharge waste or effluent from the Premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The use of any pesticides or herbicides within the Premises shall be in conformance with all applicable Federal, state, interstate, and local laws and regulations. The Grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the Premises.

c. The Grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the Grantee's activities, the Grantee shall be liable to restore the damaged resources.

#### **16. HISTORIC PRESERVATION**

The Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains, or objects of antiquity. In the event such items are discovered on the Premises, the Grantee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.



**17. NON-DISCRIMINATION**

a. The Grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin or religion.

b. The Grantee, by acceptance of this easement, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. § 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directive 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the Grantee, its agents, successors, transferees, and assignees.

**18. RESTORATION**

On or before the termination or revocation of this easement, the Grantee shall, without expense to the United States and within such time as said officer may indicate, restore the Premises to the satisfaction of said officer. In the event the Grantee shall fail to restore the Premises, at the option of said officer, said improvements shall either become the property of the United States without compensation therefore, or said officer shall have the option to perform the restoration at the expense of the Grantee, and the Grantee shall have no claim for damages against the United States or its officers or agents for such action.

**19. DISCLAIMER**

This instrument is effective only insofar as the rights of the United States in the Premises are concerned; and the Grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity for obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. § 403), Section 404 of the Clean Water Act (33 U.S.C. § 1344) or any other permit or license which may be required by Federal, state, interstate or local laws in connection with the use of the Premises.

**20. EXECUTIVE ORDER 13658**

The Real Estate Contracting Officer (RECO) has determined Executive Order 13658 is not applicable to this contract.

**21. EXECUTIVE ORDER 13706**

The RECO has determined EO 13706 is not applicable to this contract.

22. ADDED CONDITIONS

This easement is granted for Phase 4 segment of the Santa Ana River Trail.

**THIS EASEMENT** is not subject to Title 10, United States Code, Section 2662, as amended.

**IN WITNESS WHEREOF**, I have hereunto set my hand by authority of the Secretary of the Army this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Real Estate Contracting Officer  
Real Estate Division

**THIS EASEMENT** is also executed by the Grantee this 10 day of September, 2024.


Riverside County Regional Park  
Open-Space District

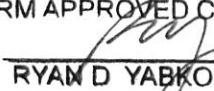
  
Signature

**KEVIN JEFFRIES**

CHAIR, BOARD OF SUPERVISORS  
Title

**ATTEST:**  
**KIMBERLY A. RECTOR, Clerk**

By   
DEPUTY

FORM APPROVED COUNTY COUNSEL  
BY  RYAN D YABKO  
DATE 8/27/24



# CERTIFICATE OF AUTHORITY

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_  
(Name) (Secretary or Attesting Officer)

of the \_\_\_\_\_, named as grantee/lessee/licensee herein;  
(Agency Name)

that \_\_\_\_\_, who signed this Agreement on behalf  
(Officer Name)

of said \_\_\_\_\_, was then \_\_\_\_\_  
(Agency Name) (Officer Title)

of the Agency; and that said Agreement was duly signed for and on behalf of  
the \_\_\_\_\_ by authority of its governing body and is  
(Agency Name)

within the scope of its statutory powers.

Signed, \_\_\_\_\_  
Secretary or Attesting Officer

(The person that signed the attached instrument cannot sign Certificate)

**This form certifies that the person signing the attached instrument has the authority to do so. The signature of the Secretary/Attesting Officer and the Individual signing the attached instrument cannot be the same.**



## DEPARTMENT OF THE ARMY

CORPS OF ENGINEERS, SOUTH PACIFIC DIVISION,  
LOS ANGELES DISTRICT, REAL ESTATE DIVISION,  
CIVIL WORKS TECHNICAL SERVICE & REAL PROPERTY SUPPORT  
915 WILSHIRE BOULEVARD  
LOS ANGELES, CALIFORNIA 90017

DATE: 12 July 2024  
UNIT: "O-226"  
ACQUISITION TRACT: Portions of Tracts 204, 206A, 223, 225, & 531  
ASSESSOR'S PARCEL: Portion of APN 101-110-002, & 119-200-009  
ACREAGE: 121,772 +/- sqft or 2.80 +/- ac  
PROJECT: Prado Flood Control Basin  
DOCUMENT NO.: DACW09-2-24-2236  
LOCATION: Riverside County, CA  
CESPL-REC-T: DWG No. 93-K-335

### SANTA ANA RIVER TRAIL AT ALCOA DIKE

This is a general legal description and supporting location map for portions of lands located in Riverside County within the Prado Dam Flood Control Basin, also identified as the Alcoa Dike Project. This description begins in the northwest corner of Santa Ana River Trail and runs in a clockwise direction. The purpose of this description is to provide a general footprint and location of the areas identified for the Santa Ana River Trail. The description is described in plus and/or minus feet (+/-) and may not necessarily create a closed mathematical figure. The coordinates used in the description are provided by previous USACE maps. This legal description and location map is compiled using USACE map and design files.

**Beginning** at a point in the Northeast Quarter of Section 22, Township 3 South, Range 7 West, at the at the approximate NAD 27 CA Zone 6 Projection coordinates  
N: 632,912.49 and E: 1,592,350.90,

1. Thence North  $40^{\circ}56'45''$  East a distance of 79 +/- feet.
2. Thence with a curve concave to the westerly with a radius of 420 +/- feet, with a central angle of  $10^{\circ}49'42''$ , with an arc length of 79 +/- feet
3. Thence North  $80^{\circ}12'04''$  East a distance of 31 +/- feet.
4. Thence South  $06^{\circ}13'05''$  East a distance of 60 +/- feet.
5. Thence South  $87^{\circ}21'47''$  West a distance of 19 +/- feet.
6. Thence South  $02^{\circ}51'35''$  West a distance of 60 +/- feet.
7. Thence with a curve concave to the westerly with a radius of 422 +/- feet, with a central angle of  $10^{\circ}33'59''$ , with an arc length of 78 +/- feet.
8. Thence South  $13^{\circ}25'08''$  West a distance of 771 +/- feet.
9. Thence South  $16^{\circ}02'08''$  West a distance of 194 +/- feet.
10. Thence with a curve concave to the easterly with a radius of 664 +/- feet, with a central angle of  $11^{\circ}18'32''$ , with an arc length of 131 +/- feet.
11. Thence South  $00^{\circ}31'53''$  West a distance of 130 +/- feet.
12. Thence with a curve concave to the northwesterly with a radius of 230 +/- feet, with a central angle of  $90^{\circ}27'49''$ , with an arc length of 362 +/- feet.
13. Thence North  $86^{\circ}31'35''$  West a distance of 20 +/- feet.
14. Thence North  $77^{\circ}45'36''$  West a distance of 21 +/- feet.
15. Thence North  $84^{\circ}49'33''$  West a distance of 125 +/- feet.

Exhibit A

16. Thence North 04°27'39" East a distance of 68 +/- feet.
17. Thence South 84°51'49" East a distance of 32 +/- feet.
18. Thence with a curve concave to the southerly with a radius of 270 +/- feet, with a central angle of 16°47'21", with an arc length of 79 +/- feet.
19. Thence with a reverse curve concave to the northwesterly with a radius of 175 +/- feet, with a central angle of 112°00'58" , with an arc length of 342 +/- feet.
20. Thence North 02°44'46" West a distance of 29 +/- feet.
21. Thence North 00°31'53" East a distance of 110 +/- feet.
22. Thence with a curve concave to the easterly with a radius of 664 +/- feet, with a central angle of 11°18'32", with an arc length of 131 +/- feet.
23. Thence North 13°13'52" East a distance of 170 +/- feet.
24. Thence North 13°25'33" East a distance of 797 +/- feet.
25. Thence with a curve concave to the westerly with a radius of 383 +/- feet, with a central angle of 28°39'32", with an arc length of 192 +/- feet, to the point of beginning.

Containing an area of 121,772 +/- square feet or 2.80 +/- acres more or less. As shown on EXHIBIT B attached hereto and made a part hereof.

Checked by:  31 July 2024  
Douglas A. Ritchie, PLS Date

//////////////////// END OF DESCRIPTION //////////////////////////////////////

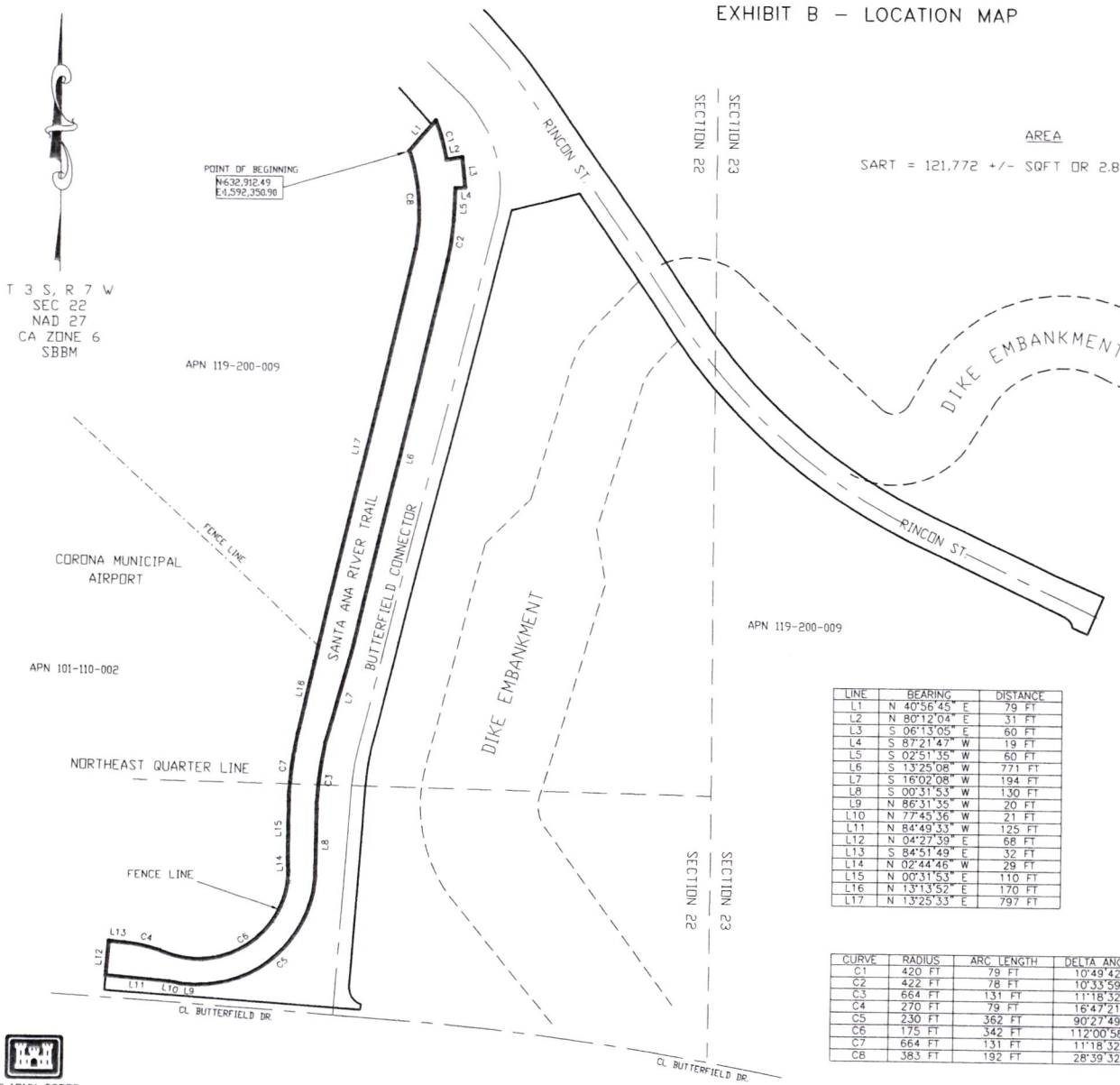
*NOTE: Department of the Army Engineer Manual No. 405-1-03. "Real Estate Geospatial Data and Mapping" dated 30 Sep. 2016, Chapter 4, "Preparation of Base Real Estate Geospatial Data Sets," Paragraph 4-7 requires USACE to use Systeme Internationale (metric) measurements to the extent "Economically Feasible". USACE Real Estate mapping will use the dominant units of the State, Commonwealth or Territory where the project is located.*

**EXHIBIT A**

# EXHIBIT B - LOCATION MAP

## NOTES:

1. THE DESCRIPTION IS DESCRIBED IN PLUS AND/OR MINUS FEET (+/-) AND MAY NOT NECESSARILY CREATE A CLOSED MATHEMATICAL FIGURE.
2. COORDINATES ARE DERIVED FROM PREVIOUS DRAWINGS, THESE COORDINATES ARE ONLY APPROXIMATE IN LOCATION AND USED AS A GENERAL REFERENCE.
3. THE FEATURES DEPICTED IN THIS MAP ARE DRAWN FROM USACE DRAWING 93-FP-10.2 SEGMENT K (1955) IN ADDITION TO ALCOA DIKE PROJECT DESIGN FILES.
4. PUBLIC LAND SURVEY SYSTEM INFORMATION IS DERIVED FROM BUREAU OF LAND MANAGEMENT CADASTRAL SURVEY INFORMATION FOUND IN EARTHPOINT.US FOR RECORD KEEPING, MAPPING, GRAPHICS AND PLANNING PURPOSES.
5. ASSESSOR PARCEL NUMBERS ARE DERIVED FROM RIVERSIDE COUNTY "MAP MY COUNTY" AT GIS1.COUNTYOFRIVERSIDE.US
6. NOT FOR SURVEY USE, GAPS AND IRREGULARITIES ARE MATHEMATICALLY FILLED WITHOUT THE BENEFIT OF A GROUND SURVEY SHOULD YOU NEED MORE DEFINITIVE INFORMATION FOR THE GROUND LOCATION OF THESE PARCELS, CONTACT THE SURVEY DEPARTMENT U.S. ARMY CORPS OF ENGINEERS.



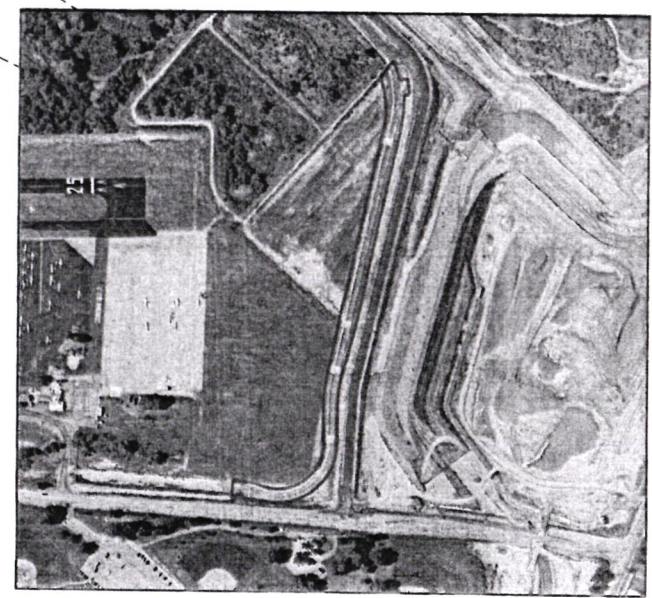
T 3 S, R 7 W  
 SEC 22  
 NAD 27  
 CA ZONE 6  
 SBBM

POINT OF BEGINNING  
 N632.912.49  
 E4,592,356.98

AREA

SART = 121,772 +/- SQFT OR 2.80 +/- ACRES

## IMAGE OVERLAY



LINE	BEARING	DISTANCE
L1	N 40°56'45" E	79 FT
L2	N 80°12'04" E	31 FT
L3	S 06°13'05" E	60 FT
L4	S 87°21'47" W	19 FT
L5	S 02°51'35" W	60 FT
L6	S 13°25'08" W	771 FT
L7	S 16°02'08" W	194 FT
L8	S 00°31'53" W	130 FT
L9	N 86°31'35" W	20 FT
L10	N 77°45'36" W	21 FT
L11	N 84°49'33" W	125 FT
L12	N 04°27'39" E	68 FT
L13	S 84°51'49" E	32 FT
L14	N 02°44'46" W	29 FT
L15	N 00°31'53" E	110 FT
L16	N 13°13'52" E	170 FT
L17	N 13°25'33" E	79 FT

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE
C1	420 FT	79 FT	10°49'42"
C2	422 FT	78 FT	10°33'59"
C3	664 FT	131 FT	11°18'32"
C4	270 FT	79 FT	16°47'21"
C5	230 FT	362 FT	90°27'49"
C6	175 FT	342 FT	112°00'58"
C7	664 FT	131 FT	11°18'32"
C8	383 FT	192 FT	28°39'32"

DEPARTMENT OF THE ARMY  
 CORPS OF ENGINEERS, SOUTH PACIFIC DIVISION  
 LOS ANGELES DISTRICT, REAL ESTATE DIVISION,  
 CIVIL WORKS TECHNICAL SERVICE & REAL PROPERTY SUPPORT

**ALCOA DIKE PROJECT**  
**SANTA ANA RIVER TRAIL**  
**PRADO FLOOD CONTROL BASIN**  
**RIVERSIDE COUNTY, CALIFORNIA**

UNIT "0-226"  
 DACW09-2-24-2236

DWG NO. 93-K-335  
 31 JULY 2024

DRAWN BY: D A R  
 SHEET 1 OF 1



U.S. ARMY CORPS OF ENGINEERS  
 LOS ANGELES DISTRICT



**DEPARTMENT OF THE ARMY**  
CORPS OF ENGINEERS, SOUTH PACIFIC DIVISION,  
LOS ANGELES DISTRICT, REAL ESTATE DIVISION,  
CIVIL WORKS TECHNICAL SERVICE & REAL PROPERTY SUPPORT  
915 WILSHIRE BOULEVARD  
LOS ANGELES, CALIFORNIA 90017

DATE: 12 July 2024  
UNIT: "O-226"  
ACQUISITION TRACT: Portions of Tracts 204, 206A, 223, 225, & 531  
ASSESSOR'S PARCEL: Portion of APN 101-100-002, & 119-200-009  
ACREAGE: 121,772 +/- sqft or 2.80 +/- ac  
PROJECT: Prado Flood Control Basin  
DOCUMENT NO.: DACW09-2-24-2213  
LOCATION: Riverside County, CA  
CESPL-REC-T: DWG No. 93-K-335

**SANTA ANA RIVER TRAIL AT ALCOA DIKE**

This is a general legal description and supporting location map for portions of lands located in Riverside County within the Prado Dam Flood Control Basin, also identified as the Alcoa Dike Project. This description begins in the northwest corner of Santa Ana River Trail and runs in a clockwise direction. The purpose of this description is to provide a general footprint and location of the areas identified for the Santa Ana River Trail. The description is described in plus and/or minus feet (+/-) and may not necessarily create a closed mathematical figure. The coordinates used in the description are provided by previous USACE maps. This legal description and location map is compiled using USACE map and design files.

**Beginning** at a point in the Northeast Quarter of Section 22, Township 3 South, Range 7 West, at the at the approximate NAD 27 CA Zone 6 Projection coordinates N: 632,912.49 and E: 1,592,350.90,

1. Thence North 40°56'45" East a distance of 79 +/- feet.
2. Thence with a curve concave to the westerly with a radius of 420 +/- feet, with a central angle of 10°49'42", with an arc length of 79 +/- feet
3. Thence North 80°12'04" East a distance of 31 +/- feet.
4. Thence South 06°13'05" East a distance of 60 +/- feet.
5. Thence South 87°21'47" West a distance of 19 +/- feet.
6. Thence South 02°51'35" West a distance of 60 +/- feet.
7. Thence with a curve concave to the westerly with a radius of 422 +/- feet, with a central angle of 10°33'59", with an arc length of 78 +/- feet.
8. Thence South 13°25'08" West a distance of 771 +/- feet.
9. Thence South 16°02'08" West a distance of 194 +/- feet.
10. Thence with a curve concave to the easterly with a radius of 664 +/- feet, with a central angle of 11°18'32", with an arc length of 131 +/- feet.
11. Thence South 00°31'53" West a distance of 130 +/- feet.
12. Thence with a curve concave to the northwesterly with a radius of 230 +/- feet, with a central angle of 90°27'49", with an arc length of 362 +/- feet.
13. Thence North 86°31'35" West a distance of 20 +/- feet.
14. Thence North 77°45'36" West a distance of 21 +/- feet.
15. Thence North 84°49'33" West a distance of 125 +/- feet.



Exhibit A

16. Thence North 04°27'39" East a distance of 68 +/- feet.
17. Thence South 84°51'49" East a distance of 32 +/- feet.
18. Thence with a curve concave to the southerly with a radius of 270 +/- feet, with a central angle of 16°47'21", with an arc length of 79 +/- feet.
19. Thence with a reverse curve concave to the northwesterly with a radius of 175 +/- feet, with a central angle of 112°00'58" , with an arc length of 342 +/- feet.
20. Thence North 02°44'46" West a distance of 29 +/- feet.
21. Thence North 00°31'53" East a distance of 110 +/- feet.
22. Thence with a curve concave to the easterly with a radius of 664 +/- feet, with a central angle of 11°18'32", with an arc length of 131 +/- feet.
23. Thence North 13°13'52" East a distance of 170 +/- feet.
24. Thence North 13°25'33" East a distance of 797 +/- feet.
25. Thence with a curve concave to the westerly with a radius of 383 +/- feet, with a central angle of 28°39'32", with an arc length of 192 +/- feet, to the point of beginning.

Containing an area of 121,772 +/- square feet or 2.80 +/- acres more or less. As shown on EXHIBIT B attached hereto and made a part hereof.

Checked by:  31 July 2024  
Douglas A. Ritchie, PLS Date

////////////////////// END OF DESCRIPTION ////////////////////////

*NOTE: Department of the Army Engineer Manual No. 405-1-03. "Real Estate Geospatial Data and Mapping" dated 30 Sep. 2016, Chapter 4, "Preparation of Base Real Estate Geospatial Data Sets." Paragraph 4-7 requires USACE to use Systeme Internationale (metric) measurements to the extent "Economically Feasible". USACE Real Estate mapping will use the dominant units of the State, Commonwealth or Territory where the project is located.*

**EXHIBIT A**

EXHIBIT B - LOCATION MAP

NOTES:

1. THE DESCRIPTION IS DESCRIBED IN PLUS AND/OR MINUS FEET (+/-) AND MAY NOT NECESSARILY CREATE A CLOSED MATHEMATICAL FIGURE.
2. COORDINATES ARE DERIVED FROM PREVIOUS DRAWINGS, THESE COORDINATES ARE ONLY APPROXIMATE IN LOCATION AND USED AS A GENERAL REFERENCE.
3. THE FEATURES DEPICTED IN THIS MAP ARE DRAWN FROM USACE DRAWING 93-FP-10.2 SEGMENT K (1955) IN ADDITION TO ALCOA DIKE PROJECT DESIGN FILES.
4. PUBLIC LAND SURVEY SYSTEM INFORMATION IS DERIVED FROM BUREAU OF LAND MANAGEMENT CADASTRAL SURVEY INFORMATION FOUND IN EARTHPOINT.US FOR RECORD KEEPING, MAPPING, GRAPHICS AND PLANNING PURPOSES.
5. ASSESSOR PARCEL NUMBERS ARE DERIVED FROM RIVERSIDE COUNTY "MAP MY COUNTY" AT GIS1.COUNTYOFRIVERSIDE.US.
6. NOT FOR SURVEY USE. GAPS AND IRREGULARITIES ARE MATHEMATICALLY FILLED WITHOUT THE BENEFIT OF A GROUND SURVEY SHOULD YOU NEED MORE DEFINITIVE INFORMATION FOR THE GROUND LOCATION OF THESE PARCELS, CONTACT THE SURVEY DEPARTMENT U.S. ARMY CORPS OF ENGINEERS.

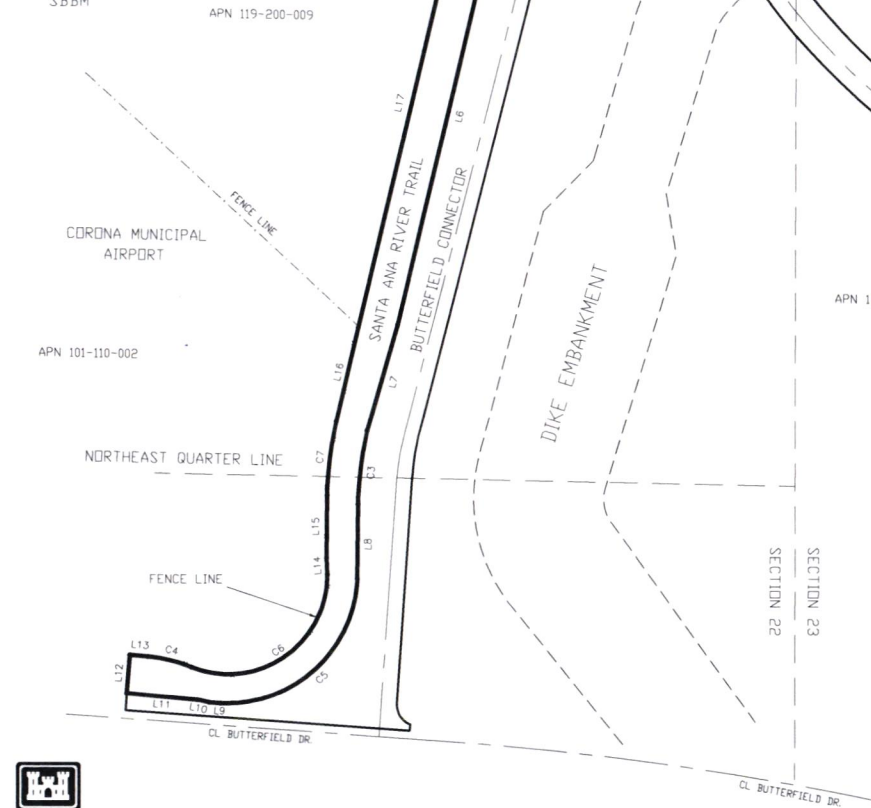
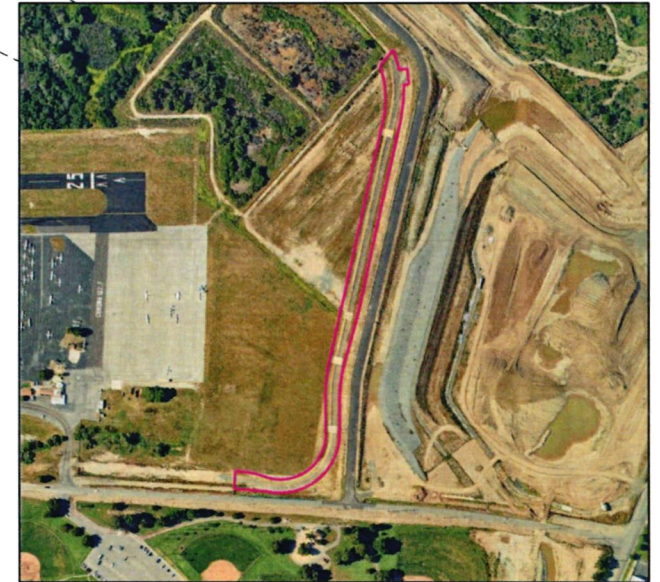
T 3 S, R 7 W  
SEC 22  
NAD 27  
CA ZONE 6  
SBBM

POINT OF BEGINNING  
N 632,912.49  
E 1,592,350.90

AREA

SART = 121,772 +/- SQFT OR 2.80 +/- ACRES

IMAGE OVERLAY



LINE	BEARING	DISTANCE
L1	N 40°56'45" E	79 FT
L2	N 80°12'04" E	31 FT
L3	S 06°13'05" E	60 FT
L4	S 87°21'47" W	19 FT
L5	S 02°51'35" W	60 FT
L6	S 13°25'08" W	771 FT
L7	S 16°02'08" W	194 FT
L8	S 00°31'53" W	130 FT
L9	N 86°31'35" W	20 FT
L10	N 77°45'36" W	21 FT
L11	N 84°49'33" W	125 FT
L12	N 04°27'39" E	68 FT
L13	S 84°51'49" E	32 FT
L14	N 02°44'46" W	29 FT
L15	N 00°31'53" E	110 FT
L16	N 13°13'52" E	170 FT
L17	N 13°25'33" E	797 FT

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE
C1	420 FT	79 FT	10°49'42"
C2	422 FT	78 FT	10°33'59"
C3	664 FT	131 FT	11°18'32"
C4	270 FT	79 FT	16°47'21"
C5	230 FT	362 FT	90°27'49"
C6	175 FT	342 FT	112°00'58"
C7	664 FT	131 FT	11°18'32"
C8	383 FT	192 FT	28°39'32"

DEPARTMENT OF THE ARMY  
CORPS OF ENGINEERS, SOUTH PACIFIC DIVISION  
LOS ANGELES DISTRICT, REAL ESTATE DIVISION,  
CIVIL WORKS TECHNICAL SERVICE & REAL PROPERTY SUPPORT

ALCOA DIKE PROJECT  
SANTA ANA RIVER TRAIL  
PRADO FLOOD CONTROL BASIN  
RIVERSIDE COUNTY, CALIFORNIA

UNIT "O-226"  
DACW09-2-24-2213

DWG NO. 93-K-335  
31 JULY 2024

DRAWN BY: D A R  
SHEET 1 OF 1



U.S. ARMY CORPS  
OF ENGINEERS  
LOS ANGELES  
DISTRICT

