

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



ITEM: 14.4
(ID # 27102)

MEETING DATE:
Tuesday, February 25, 2025

FROM : FLOOD CONTROL DISTRICT

SUBJECT: FLOOD CONTROL DISTRICT: Adoption of Resolution No. F2025-04, Authorization to Convey an Easement Interest Within a Portion of District-Owned Real Property, Also Known as Assessor's Parcel Number 921-740-004, Also Referenced as RCFC Parcel Number 7020-509A, to Southern California Gas Company by Easement Deed, Including Relinquishment of an Existing Pipeline by Southern California Gas Company by Quitclaim Agreement, Murrieta Creek Phase 2B, Project No. 7-8-00021, CEQA Exempt per CEQA Guidelines Sections 15305 and 15061(b)(3), District 3. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the conveyance of the easement interest ("Easement") as described in Resolution No. F2025-04 is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15305, the "Minor Alterations in Land Use Limitations" exemption, and Section 15061(b)(3), the "Common Sense" exemption;

Continued on page 2

ACTION:Policy

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG

2/11/2025

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Medina, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: February 25, 2025
xc: Flood

Kimberly A. Rector
Clerk of the Board

By:
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

2. Adopt Resolution No. F2025-04, Authorization to Convey an Easement Interest Within a Portion of District-Owned Real Property Also Known as Assessor's Parcel Number ("APN") 921-740-004, Also Referenced as RCFC Parcel Number 7020-509A, to the Southern California Gas Company by Easement Deed, Including Relinquishment of an Existing Pipeline by Southern California Gas Company by Quitclaim Agreement, Murrieta Creek Phase 2B, Project No. 7-8-00021;
3. Approve the Easement Deed and Quitclaim Agreement and Authorize the Chair of the Riverside County Flood Control and Water Conservation District's ("District") Board of Supervisors ("Board") to execute the Easement Deed and Quitclaim Agreement on behalf of the District; and
4. Authorize the General Manager-Chief Engineer or designee to execute any other related documents and administer all actions necessary to complete this transaction.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$0	\$0	\$0	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: N/A			Budget Adjustment:	No
			For Fiscal Year:	24/25

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The District owns fee title interest in real property located in the county of Riverside, identified as APN 921-740-004 ("Property") and referenced as RCFC Parcel Number 7020-509A. The Property is located between Del Rio Road and Diaz Road west of Via Montezuma, also known as Murrieta Creek. The District intends to convey to the Southern California Gas Company, a California corporation ("Grantee"), a permanent easement used to transport and distribute natural gas underground. Grantee has prior rights with an existing easement containing a 4" high pressure gas line crossing RCFC Parcel Number 7020-509A that conflicts with the Murrieta Creek Phase 2B Project ("Project"). The District has requested Grantee to relocate their underground gas line to accommodate the Project.

The grantee has agreed to remove the existing pipeline, quitclaim their rights back to the District and relocate the 20-foot-wide permanent non-exclusive easement within a new alignment, which is still a portion of APN 921-740-004, referenced as RCFC Parcel Number 7020-509A ("Easement"). The District has reviewed and approved the Easement provided by the Grantee, which will be used for underground pipeline construction, maintenance and distribution of natural gas.

On January 14, 2025, the District's Board adopted Resolution No. F2025-01, providing notice of its intent to convey the Easement interest to Grantee [MT 26775, MO 14.1].

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

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

Pursuant to the California Water Code Appendix, Chapter 48, Section 13, the District's Board may determine that any real property held by the District is no longer necessary to be retained for the uses and purposes thereof and may thereafter sell or otherwise dispose of said property or lease the same.

Therefore, District staff is recommending the adoption of Resolution No. F2025-04 to authorize the conveyance of the Easement to Grantee. The Easement Deed, Quitclaim Agreement, and Resolution No. F2025-04 have been approved as to form by County Counsel.

Environmental Findings

The conveyance of an easement is exempt from CEQA pursuant to CEQA Statutes and Guidelines, Section 15305. The "Minor Alterations in Land Use Limitations" exemption allows for minor alterations in land use limitations in areas which do not result in any changes in land use or density, including, but not limited to, issuance of minor encroachment permits. Additionally, the conveyance of an easement is also exempt from CEQA pursuant to Section 15061(b)(3), the "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." The District's conveyance of the Easement would not authorize any other activity that would have potential to result in a significant effect on the environment.

Impact on Residents and Businesses

None.

Additional Fiscal Information

All costs shall be borne by Southern California Gas Company.

ATTACHMENTS:

1. Resolution No. F2025-04
2. Quitclaim Agreement
3. Grant of Easement
4. Vicinity Map

TH:zl
P8/260602

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

  
Douglas Ordóñez Jr. 2/19/2025


Aaron Gettis, Chief of Deputy County Counsel 2/11/2025

BOARD OF SUPERVISORS**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

RESOLUTION NO. F2025-04

AUTHORIZATION TO CONVEY AN EASEMENT INTEREST WITHIN A PORTION OF DISTRICT-OWNED REAL PROPERTY, ALSO KNOWN AS ASSESSOR'S PARCEL NUMBER 921-740-004, ALSO REFERENCED AS RCFC PARCEL NUMBER 7020-509A, TO SOUTHERN CALIFORNIA GAS COMPANY BY EASEMENT DEED, INCLUDING RELINQUISHMENT OF AN EXISTING PIPELINE BY SOUTHERN CALIFORNIA GAS COMPANY BY QUITCLAIM AGREEMENT, MURRIETA CREEK PHASE 2B, PROJECT NO. 7-8-00021

WHEREAS, the Riverside County Flood Control and Water Conservation District, a body corporate and politic ("District"), owns fee title interest in real property located in the county of Riverside, identified as Assessor's Parcel Number ("APN") 921-740-004, referenced as RCFC Parcel Number 7020-509A, located between Del Rio Road and Diaz Road and west of Via Montezuma, also known as Murrieta Creek; and

WHEREAS, Southern California Gas Company ("Grantee") has prior rights with an existing easement agreement containing a 4" high pressure gas line crossing RCFC Parcel Number 7020-509A that conflicts with the Murrieta Creek Phase 2B Project ("Project"); and

WHEREAS, the District has requested Grantee to relocate their underground gas line to accommodate the Project; and

WHEREAS, the Grantee has agreed to remove the existing pipeline, quitclaim their rights back to the District, and relocate the 20-foot-wide permanent non-exclusive easement within a new alignment, which is still a portion of APN 921-740-004, referenced as RCFC Parcel Number 7020-509A ("Easement"); and

WHEREAS, the District has reviewed and approved the Easement area provided by the Grantee which will be used for underground pipeline construction, maintenance and distribution of natural gas; and

WHEREAS, on January 14, 2025, the District's Board of Supervisors ("Board") approved Minute Order 14.1, adopting Resolution No. 2025-01, providing its notice of intent to convey the Easement to the Southern California Gas Company; and

WHEREAS, pursuant to the California Water Code Appendix, Ch. 48- 9, the District's Board has the power to convey an interest in real property which it owns when necessary, or convenient to the full exercise of its powers. District staff has evaluated and determined that the conveyance of the Easement to Grantee

1 will not interfere with the use of the property by the District as is necessary or convenient to the full exercise
2 of District powers; and

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

6 **WHEREAS**, pursuant to the California Environmental Quality Act ("CEQA") Statutes and
7 Guidelines Section 15305, the "Minor Alterations in Land Use Limitations" exemption allows for minor
8 alterations in land use limitations in areas which do not result in any changes in land use or density, including,
9 but not limited to, issuance of minor encroachment permits. Additionally, the conveyance of the Easement
10 is also exempt from CEQA pursuant to Section 15061(b)(3), the "Common Sense" exemption, which
11 provides, "The activity is covered by the common-sense exemption that CEQA applies only to projects which
12 have the potential for causing a significant effect on the environment." The District's conveyance of the
13 Easement would not authorize any other activity that would have potential to result in a significant effect on
14 the environment.

15 **NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED** that the District's
16 Board of Supervisors, in regular session assembled on February 25, 2025, at 9:30 a.m. or soon thereafter, in
17 the meeting room of the District's Board, located on the 1st Floor of the County Administrative Center, 4080
18 Lemon Street, Riverside, California, has evaluated and determined that the conveyance of the Easement to
19 Grantee will not interfere with the use of the property for the intended purposes of the District.

20 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the District's Board
21 authorizes the conveyance of the Easement to Southern California Gas Company, as legally described in
22 Exhibit "A" and legally depicted in Exhibit "B" attached hereto and incorporated herein, and approves the
23 Quitclaim Agreement and Easement Deed.

24 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Chair of the District's
25 Board is authorized to execute the Quitclaim Agreement and Easement Deed on behalf of the District.

26 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the General Manager-
27 Chief Engineer or their designee is authorized to execute any other documents and administer all actions
28 necessary to complete the conveyance of the Easement and this transaction.

3
4 RESOLUTION NO. F2025-04

5 AUTHORIZATION TO CONVEY AN EASEMENT INTEREST WITHIN A PORTION OF DISTRICT-
6 OWNED REAL PROPERTY, ALSO KNOWN AS ASSESSOR'S PARCEL NUMBER 921-740-004,
7 ALSO REFERENCE AS RCFC PARCEL NUMBER 7020-509A, TO SOUTHERN CALIFORNIA GAS
8 COMPANY BY EASEMENT DEED, INCLUDING RELINQUISHMENT OF AN EXISTING PIPELINE
9 BY SOUTHERN CALIFORNIA GAS COMPANY BY QUITCLAIM AGREEMENT, MURRIETA
10 CREEK PHASE 2B, PROJECT NO. 7-8-00021

11
12 ROLL CALL:

13
14 Ayes: Medina, Spiegel, Washington, Perez, and Gutierrez

15 Nays: None

16 Absent: None

17
18
19 The foregoing is certified to be a true copy of a resolution duly adopted by said Board of
20 Supervisors on the date therein set forth.

21
22 KIMBERLY A. RECTOR, Clerk of said Board


23
24 By: 
25 Deputy

EXHIBIT "A"

LEGAL DESCRIPTION

IN THE CITY OF TEMECULA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING ALL THAT PORTION OF BLOCK 2 OF THE MAP OF SUBDIVISIONS OF LAND OF THE PAUBA LAND AND WATER COMPANY FILED IN BOOK 11, PAGE 507 OF MAPS, RECORDS OF SAN DIEGO COUNTY, FURTHER DESCRIBED AS FOLLOWS:

BEING A STRIP OF LAND 20.00 FEET IN WIDTH, LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

COMMENCING AT THE CENTERLINE INTERSECTION OF DEL RIO ROAD AND LAS HACIENDAS STREET, THENCE NORTH 43° 00' 00" WEST, 519.73 FEET TO THE EASTERLY END POINT OF A 930.00 FOOT RADIUS CURVE ON THE CENTERLINE OF DEL RIO ROAD AS SHOWN ON TRACT No. 3841 RECORDED IN BOOK 61 OF MAPS, PAGES 75 THROUGH 76 ON FILE AT THE RIVERSIDE COUNTY SURVEYOR'S OFFICE.

THENCE WESTERLY 77.32 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°45'59".

THENCE SOUTH 51° 45' 21" WEST 38.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID DEL RIO ROAD AND THE POINT OF BEGINNING.

THENCE SOUTH 45° 07' 16" WEST 610.03 FEET, TERMINATING AT THE EASTERLY RIGHT OF WAY LINE OF DIAZ ROAD AS SHOWN ON PARCEL MAP RECORDED IN BOOK 1 PAGE 97 ON FILE AT THE RIVERSIDE COUNTY SURVEYOR'S OFFICE.

THE SIDELINES OF SAID STRIP TO BE LENGTHENED OR SHORTENED SO AS TO TERMINATE IN THE SAID WESTERLY RIGHT OF WAY LINE OF DEL RIO ROAD AND THE SAID EASTERLY RIGHT OF WAY LINE OF DIAZ ROAD.

CONTAINING 12,201 SQ. FT OR 0.280 ACRES, MORE OR LESS.

AS SHOWN ON THE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF.

THIS LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION.


NAME: CHARLES D. PLUTA

PLS #8844

11/19/2024

DATE



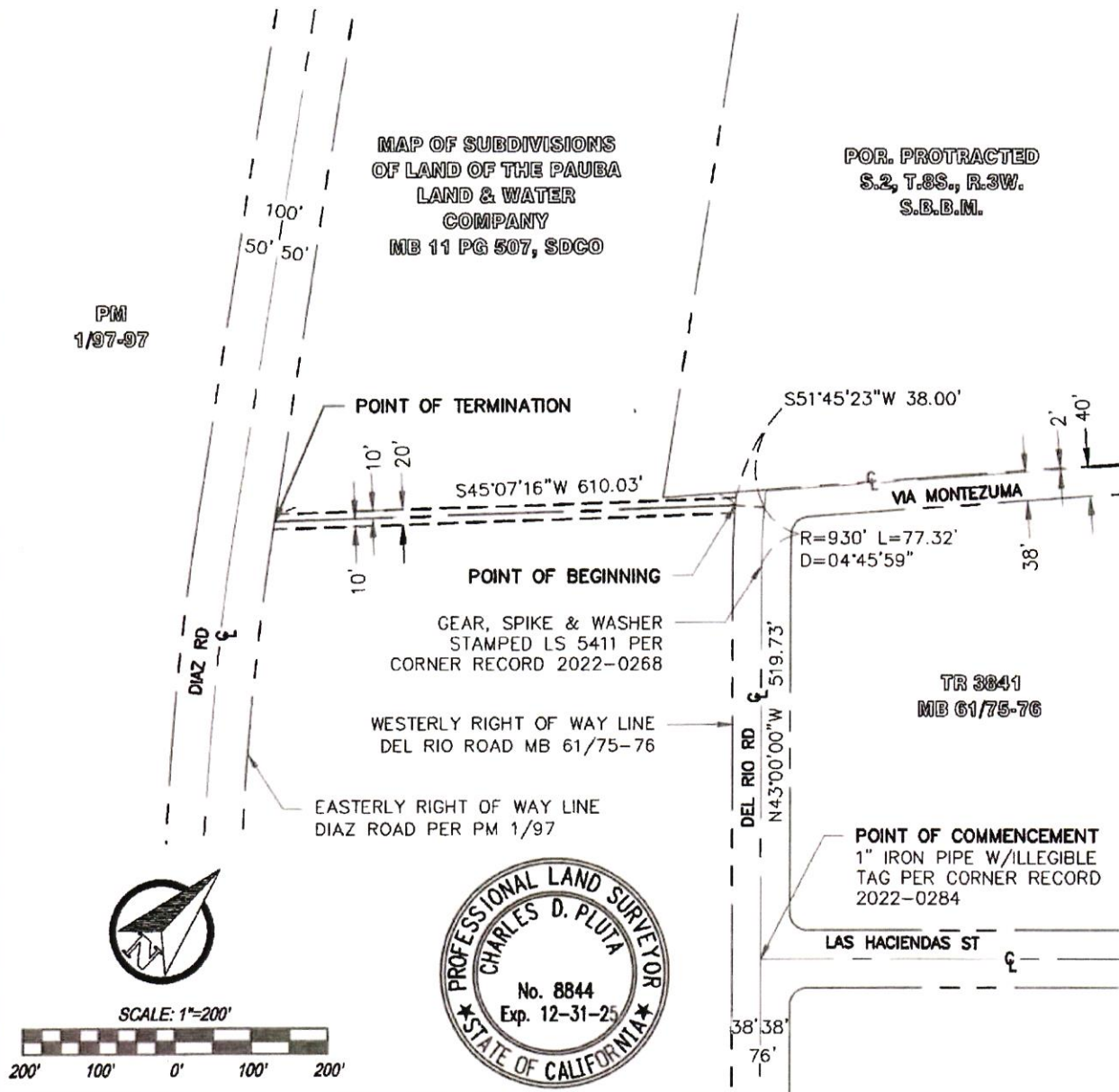
EXHIBIT "B"

P:\Year_2024\2024-422-HP Main Repl - Via Montezuma - Temecula\06 Engineering\Legal And Plat\New Legal And Plat_Via Montezuma.dwg, 11/21/2024 8:57 AM, Jose Chavez

PM
1/97-97

MAP OF SUBDIVISIONS
OF LAND OF THE PAUBA
LAND & WATER
COMPANY
MB 11 PG 507, SDCO

POR. PROTRACTED
S.2, T.8S., R.3W.
S.B.D.M.



PLAT TO ACCOMPANY LEGAL DESCRIPTION

EXHIBIT "B"

WESTLAND GROUP, INC.

CITY OF TEMECULA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

PREPARED BY:

CHARLES D. PLUTA

PLS #8844

PROFESSIONAL
LAND SURVEYOR

SCALE: 1"=200'

DATE: 11/19/2024

SKETCH BY: AY

WOA # XXXXX

NOT # 204083461

R/W # XXXXX

JOB # 2024-422

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
P8/259944
Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

Recording Requested by
Southern California Gas Company

When recorded mail to:

Southern California Gas Company
8101 Rosemead Blvd., ML SC722K
Pico Rivera, California 90660-5100
Attn.: Land & Right of Way

SPACE ABOVE FOR RECORDER'S USE
DOCUMENTARY TRANSFER TAX \$0 Section 11911
Consideration & Value Less than \$100.00

Leak
Survey
Area#: RCO 8745
APN: 921-740-004
CPD#: _____
R.W. 27636

QUITCLAIM AGREEMENT

This Quitclaim Agreement ("Agreement") is made and entered into as of February 25, 2025 between SOUTHERN CALIFORNIA GAS COMPANY, a California corporation ("Grantor"), and Riverside County Flood Control and Water Conservation District, a body, corporate and politic ("Grantee").

RECITALS

- A. Grantor is the owner of that certain Right of Way (R/W No. 27636) granted to Southern California Gas Company, a California corporation, by Document No. 95491, recorded October 03, 1968, of Official Records, Riverside County, State of California, as described in Exhibit "A" attached hereto and made a part hereof.
- B. Grantor is the owner of certain abandoned piping and valves formerly used in connection with the transmission of natural gas ("Pipe"), installed within and pursuant to R/W No. 27636 in private property located near Diaz Road and Rancho California Road in the City of Temecula, identified with Assessor's Parcel No. 921-740-004 ("Property"). Grantee holds 100% fee title to the Property.
- C. R/W No. 27636 and the Pipe that was previously abandoned by Grantor are no longer used or useable by Grantor.
- D. In lieu of Grantor's removal of the Pipe from the Property, Grantee desires to acquire from Grantor, and Grantor is willing to transfer to Grantee the Pipe and quitclaim its right in R/W No. 27636 to Grantee on the terms and conditions set forth in this Agreement.

FEB 25 2025

14.4

E. NOW, THEREFORE, in consideration of the agreements, representations and covenants set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. AGREEMENT

Grantor hereby remise, release and quitclaims to Grantee and Grantee hereby accepts from Grantor, all of its right, title and interest in and to R/W No. 27636 and the Pipe installed within R/W No. 27636, subject to and on the terms and conditions set forth herein.

2. CONSIDERATION

The parties hereby acknowledge and agree that Grantor will not receive direct monetary compensation from Grantee for Grantee's acquisition of the Pipe, but that Grantee's acquisition of the Pipe will result in direct savings to Grantor in the form of avoidance of the costs and expenses associated with the removal and disposal of the pipe. The parties acknowledge that such savings, together with the agreements, representations and covenants contained in this Agreement, constitute valuable and sufficient consideration.

3. CONVEYANCE DATE


- 3.1 The date of conveyance of the Pipe to Grantee pursuant to this Agreement shall be March 17, 2025, and title to the Pipe and risk of loss shall pass to Grantee on said date.

4. "AS-IS" CONVEYANCE

GRANTEE AGREES THAT, NOTWITHSTANDING ANYTHING THAT MAY BE CONSTRUED TO THE CONTRARY IN THIS AGREEMENT OR OTHERWISE, GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION, WARRANTY OR COVENANT WITH RESPECT TO THE CONDITION, QUALITY, DURABILITY, SUITABILITY, LEGAL COMPLIANCE, OR MERCHANTABILITY OF THE PIPE (OR ANY PORTION THEREOF) IN ANY RESPECT, OR ANY OTHER REPRESENTATION, WARRANTY OR COVENANT, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WHATSOEVER. GRANTEE UNDERSTANDS AND ACKNOWLEDGES THAT GRANTOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, THAT THE PIPE (OR ANY PORTION THEREOF) WILL BE, OR IS, FIT FOR A PARTICULAR PURPOSE. GRANTOR SHALL NOT BE LIABLE TO GRANTEE OR ANY OTHER PERSON FOR ANY LIABILITY, LOSS OR DAMAGE (COLLECTIVELY "LOSS") CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY, INCIDENTALLY OR CONSEQUENTIALLY, BY THE PIPE OR ANY USE THEREOF, BY ANY CONDITION THEREOF, BY AND INADEQUACY THEREOF OR DEFICIENCY OR DEFECT THEREIN, BY ANY INCIDENT WHATSOEVER IN CONNECTION THEREWITH OR IN ANY WAY RELATED TO OR ARISING OUT OF THIS AGREEMENT. GRANTOR IS CONVEYING AND GRANTEE IS ACQUIRING, THE PIPE STRICTLY ON AN AS-IS CONDITION.

5. DISCLOSURE: RESTRICTIONS FOR USE

- 5.1 **PROPOSITION 65 WARNING: THE PIPE MAY CONTAIN CHEMICALS KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER, BIRTH DEFECTS OR OTHER REPRODUCTIVE HARM.**
- 5.2 Grantee acknowledges some of the Pipe may be made of steel and wrapped with asbestos-containing materials ("ACM Wrap"). To Grantor's actual knowledge, the ACM Wrap is presently intact and non-friable. Grantee further acknowledges that removing, cutting or otherwise disturbing the ACM Wrap may cause the ACM Wrap to become friable and, therefore, hazardous. Accordingly, Grantee shall take appropriate caution and actions in compliance with all applicable laws, rules and regulations when removing or cutting all or any portion of the Pipe or ACM Wrap, including but not limited to, compliance with Clean Air Act's National Emissions Standards for Hazardous Air Pollutants (40 CFR 61, Subpart M) and the use of certified asbestos abatement contractors.
- 5.3 By Initialing below, Grantee understands, acknowledges and confirms receipt of the Proposition 65 warning set forth in Section 5.1 above and the disclosure set forth in Sections 5.2 above, and Grantee further agrees to provide this warning and the disclosures to any subsequent purchaser, acquirer or user of the Pipe.

Grantees' Initials: **6. INDEMNITIES****6.1 Grantee's Obligations**

- 6.1.1 Grantee hereby agrees that it shall be liable for and shall indemnify, defend and hold harmless Grantor and Grantor's current and future, direct and indirect parent company(ies), subsidiaries, affiliates, divisions and their respective directors, officers, shareholders, employees, agents, representatives, and Grantor's contractors and/or subcontractors, tenants, invitees, licensees, permittees, and successors and assigns (collectively, "Grantor indemnitees") from and against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, damages, costs or expenses (including reasonable attorney fees and disbursements by their outside and in-house counsel) of any kind whatsoever ("Claims") resulting from injuries or death of any person, damage or destruction of any property, including property of any Grantor Indemnitee, and third party claims arising out of or in any way connected with Grantee's (including any party acting for or on behalf of Grantee ("Grantee Party") removal, acquisition, ownership, handling, storage, transportation, delivery, conveyance, sale or use ("Use and Handling") of the Pipe or any failure of Grantee or any Grantee Party to comply with applicable law, including, without limitation, applicable environmental law in the transaction contemplated herein

or any future Use and Handling of the Pipe, and for any violation, default or breach by Grantee of the terms and conditions of this Agreement. To the extent permitted by law, Grantee shall be obligated under the foregoing indemnity regardless of the presence, existence, occurrence or contribution of negligence by Grantor or any Grantor Indemnitee; provided, however, Grantee shall not be obligated under the foregoing indemnity to the extent the Claims are caused by the willful misconduct or gross negligence of Grantor or any Grantor Indemnitee.

- 6.1.2 Grantee shall reimburse any Claim incurred by any Grantor Indemnitee within ninety (90) days after written demand by such Grantor Indemnitee.
- 6.1.3 Upon demand by any Grantor Indemnitee, Grantee shall defend, at Grantee's sole cost and expense, with counsel reasonably acceptable to such Grantor Indemnitee, any Claims brought against such Grantor Indemnitee with respect to which Grantee is obligated to defend the Grantor Indemnitee under Section 6.1.1 above. In the event that any such Claim is settled by Grantee, such settlement shall include a dismissal with prejudice of the Claim and an explicit and unconditional release (including a waiver of Section 1542 of the California Civil Code) from the party bringing such Claim.
- 6.1.4 The obligations of Grantee under this Section 6.1 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Grantee under any worker's compensation acts, disability benefit acts or other employee benefit acts.

6.2 Grantor's Obligations

- 6.2.1 Grantor hereby agrees that it shall be liable for and shall indemnify, defend and hold harmless Grantee and Grantee's current and future, direct and indirect parent company(ies), subsidiaries, affiliates, divisions and their respective directors, officers, shareholders, employees, licensees, permittees, and successors and assigns (collectively, "Grantee Indemnitees") from and against any and all Claims resulting from injuries or death of any person, damage or destruction of any property including property of any Grantee Indemnitee, any third party claims arising out of or in any way connected with Grantor's (including any party acting for or on behalf of Grantor) cutting, capping and purging of Grantor's gas supply pipeline, but only to the extent the same was performed in violation of any laws, rules or regulations, or otherwise in a grossly negligent manner, or for any violation, default or breach by Grantor of the representations, terms and conditions of this Agreement. To the extent permitted by law, Grantor shall be obligated under the foregoing indemnity regardless of the presence, existence, occurrence or contribution of negligence by Grantee or any Grantee Indemnitee; provided, however, Grantor shall not be obligated under the foregoing indemnity to the extent the Claims are caused by the willful misconduct or gross negligence of Grantee or any Grantee Indemnitee.

- 6.2.2 Grantor shall reimburse any Claim incurred by any Grantee Indemnitee within ninety (90) days after written demand by such Grantee Indemnitee.
- 6.2.3 Upon demand by any Grantee Indemnitee, -Grantor shall defend, at Grantor's sole cost and expense, with counsel reasonably acceptable to such Grantee Indemnitee, any Claims brought against such Grantee Indemnitee with respect to which Grantor is obligated to defend the Grantee Indemnitee under Section 6.2 above. In the event that any such Claim is settled by Grantor, such settlement shall include a dismissal with prejudice of the Claim and the explicit and unconditional release (including a waiver of Section 1542 of the California Civil Code) from the party bringing such Claim.
- 6.2.4 The obligations of Grantor under this Section 6.2 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Grantor under any worker's compensation acts, disability acts or other employee benefit acts.
- 6.3 Nothing contained in this Section 6 shall operate as a limitation on the right of either party to bring an action for damages against any third party, including indirect, special or consequential damages, based on any acts or omissions of such third party. The indemnifying party shall assign such rights or claims, execute such documents and do whatever else may be reasonably necessary to enable the indemnified party to pursue any such action against such third party.
- 6.4 The obligation of Grantee and Grantor under this Section 6 shall survive the expiration and/or completed performance of this Agreement.

7. RELEASE

- 7.1 Grantee, on behalf of itself and any Grantee Party, hereby releases, waives and forever discharges Grantor and the Grantor Indemnitees from any and all past, present or future Claims of any nature whatsoever, known or unknown, arising from, related to or regarding the Use and Handling of the Pipe, provided that the foregoing release ("Release") shall not apply to any default of Grantor under this Agreement or to the extent such Claim arises due to the gross negligence or willful misconduct of Grantor or any Grantor Indemnitee.
- 7.2 The Grantor Indemnitees shall be third-party beneficiaries of the Release.
- 7.3 To the extent applicable to the Release, Grantee, on behalf of itself and the Grantee Parties, expressly and voluntarily waives and relinquishes all rights and benefits under Section 1542 of the California Civil Code if in any way applicable to the Release. Section 1542 of the California Civil Code provides as follows:

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

Grantee acknowledges that it has received the advice of legal counsel with respect to the Section 1542 waiver and understands the terms of such waiver. Grantee hereby acknowledges it is aware that Grantee and/or the Grantee Parties may hereafter discover facts different from or in addition to those which Grantee and/or Grantee Parties now know or believe to be true with respect to the Release, and Grantee agrees that the Release shall be and remain in effect as a full and complete mutual release notwithstanding any such different or additional facts.

Grantees' Initials: JS

8. TAXES

Grantee shall pay any and all taxes, if any, that may be imposed by any federal, state or local jurisdiction in connection with the transaction contemplated hereby.

9. GOVERNING LAW; VENUE

- 9.1 This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 9.2 The parties hereby agree that any legal action or proceeding arising out of this Agreement shall be brought in a state court of competent jurisdiction in Riverside, California. By execution and delivery of the Agreement, each of the parties hereby irrevocably accepts and submits to the jurisdiction of such courts, generally and unconditionally, in connection with any such legal action or proceeding.

10. NOTICES

10.1 All notices to be given under this Agreement shall be in writing, addressed to the recipient party at the address listed in Section 10.2 below, and:

- A. Sent by certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States mail; or
- B. Sent by nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such overnight courier.

10.2 Each party's address for notices under this Agreement is set forth below:

- A. If to Grantor:

Southern California Gas Company

Attn: LAND SERVICES
8101 Rosemead Blvd., ML SC722K
Pico Rivera, CA 90660-5100

If to Grantee:

Riverside County Flood Control and Water Conservation District
1995 Market St.
Riverside, CA 92501
ATTN: Yolanda Wilder
Title: Principal Real Property Agent

11. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Grantor and Grantee with respect to the subject matter hereof, and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. Any amendments or modifications must be in writing and signed by both parties. In no event shall this Agreement be deemed to be changed or modified by course of dealing, course of performance or usage of trade.

12. RULES OF CONSTRUCTION

- 12.1 Headings contained in this Agreement are solely for the convenience of the parties and are not a part of and shall not be used to interpret this Agreement. The singular form of any word shall include the plural form and vice versa.
- 12.2 This Agreement has been prepared, examined, negotiated and revised by each party and its counsel, and no implication shall be drawn and no provision shall be construed against any party hereto by virtue of the purported identity of the drafter of this Agreement.

13. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be a valid and binding original, but all of which, taken together, shall constitute one and the same instrument.

14. SUCCESSORS

The covenants and conditions herein contained shall apply to and bind the parties hereto and their respective successors and assigns.

15. ATTORNEYS' FEES

If either party files any action or brings any proceeding against the other arising from or related to this Agreement, the Prevailing Party shall be entitled to recover from the other party (as an

element of its costs of suit and not as damages) reasonable attorneys' fees (including both in-house and outside attorneys' fees), costs and expenses incurred by the Prevailing Party in such action or proceeding (including any appeals). For the purposes of this Section 15, the term "Prevailing Party" shall mean the party that is entitled to recover its costs of suit for the proceeding, whether or not the same proceeds to final judgement. The party not entitled to recover its costs shall not recover any attorneys' fees, costs or expenses.

16. TIME OF THE ESSENCE

Time is of the essence of each and all of the terms and provisions of this Agreement.

[SIGNATURES APPEAR ON NEXT PAGE]

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

GRANTOR:

SOUTHERN CALIFORNIA GAS COMPANY

A California corporation

By:  Date: 3/17/25

Printed Name: Carlos A. Pena Acuna

Title: Land & Right of Way Team Lead

GRANTEE:

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


By: Karen S. Spiegel Date: 2/25/2025

Printed Name: KAREN SPIEGEL

Title: CHAIR, BOARD OF SUPERVISORS

ATTEST:
KIMBERLY A. RECTOR, Clerk

By 
DEPUTY

FORM APPROVED COUNTY COUNSEL
BY  2/11/25
RYAN D. YABKO DATE

FEB 25 2025 14.4

ALL-PURPOSE ACKNOWLEDGMENT

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 Los Angeles } ss

On March 17, 2025, before me, Jessica Chavez-Roy, a Notary Public, personally appeared Carlos A. Pena Acuna, 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

Commission #: 2462565

Commission Expiration: 9.9.2027

(Seal)

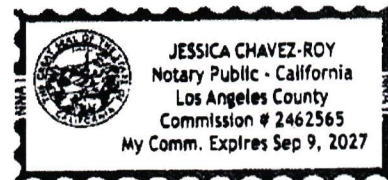


EXHIBIT A

R/W NO. 27636 DESCRIPTION

ALL OF THAT CERTAIN RIGHT OF WAY GRANTED TO SOUTHERN CALIFORNIA GAS COMPANY RECORDED
OCTOBER 3, 1968 AS DOCUMENT No. 95491 IN THE OFFICIAL RECORDS OF RIVERSIDE COUNTY, STATE
OF CALIFORNIA.

Recording Requested by and
when recorded mail to:

Southern California Gas Company
8101 Rosemead Blvd., SC722K
Pico Rivera, California 90660-5100
Attn.: Land & Right of Way

DOCUMENTARY TRANSFER TAX \$0 CONVEYANCE OF EASEMENT (OIL AND GAS
LEASE) AND CONSIDERATION & VALUE IS LESS THAN \$100. R&T 11911.

Leak

Survey RCO 8644

Area:

APN: 921-740-004

CPD#

_____ Computed on full value of property conveyed

_____ Computed on full value less liens and encumbrances
remaining at time of sale

DISTRIBUTION R.W. 234,464

_____ Southern California Gas Company

GRANT OF EASEMENT

FOR VALUABLE CONSIDERATION, Riverside County Flood Control and Water Conservation District, a body, corporate and politic, ("Grantor"), hereby grants to Southern California Gas Company, a California corporation, its successors and assigns ("Grantee"): a 20 foot in width permanent non-exclusive easement ("Easement") to excavate for, lay, construct, reconstruct, relocate, reconfigure, use, inspect, maintain, operate, repair, replace, patrol, change the size of, add to, or remove from time to time, as Grantee deems necessary, one or more pipelines and conduits, together with devices for metering, measuring, regulating, cathodic protection, communications and other appurtenances (all hereinafter referred to as the "Facilities") for the transportation and distribution of natural gas and communications as Grantee deems necessary, convenient or beneficial over, under, through, along, and for all other purposes connected therewith, and together with the reasonable right of ingress and egress to and from the Easement to access the Facilities and the right to use Grantor's abutting property during construction and maintenance of the Facilities, the strip of land located in the **City of Temecula** in the **County of Riverside**, California, described in Exhibit "A" and depicted in Exhibit "B" attached hereto, and made a part of this agreement.

Grantor, for its heirs, successors and assigns, agrees that, except as provided below, no change of grade of the Easement shall be made, that Grantor shall not plant trees or deep-rooted shrubs, and the Easement shall be kept free of buildings and structures of all kinds (except for Grantee's Facilities and Grantors flood conveyance facilities as shown in Exhibit "C" Murrieta Creek Phase 2B Project Proposed Features), and that nothing shall be done that unreasonably interferes with Grantee's use of the Easement.

Grantor hereby grants permission to Grantee the right, to trim or remove trees, brush, roots or material from the Easement whenever Grantee deems it necessary. Said right shall not relieve Grantor of the duty as owner to trim or remove trees, brush or material to prevent danger or hazard to property or persons when deemed an emergency by Grantor.

Grantor reserves the right of ingress and egress over Easement as needed to facilitate emergency and routine maintenance, and use any surface or subsurface areas, provided such use does not unreasonably or substantially interfere with Grantee's use of the Easement;

This Easement shall be binding upon and inure to the benefit of successors, heirs, and assigns of Grantor and Grantee.

R.W. _____

IN WITNESS WHEREOF, these presents are hereby signed this 25 day of February, 2025.

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

Karen S. Spiegel

Signature
KAREN SPIEGEL

Name
CHAIR, BOARD OF SUPERVISORS
Title

ATTEST:
KIMBERLY A. RECTOR, Clerk

By [Signature]

DEPUTY
FORM APPROVED COUNTY COUNSEL

BY [Signature] 2/11/25
RYAN D YABKO DATE

Signature

Name

Title

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

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

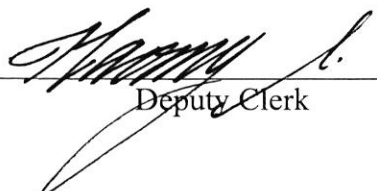
} §

On February 25, 2025, before me, Naomy Sicra, a COB Assistant, personally appeared Karen Spiegel, Chair of the Board of Supervisors of the Riverside County Flood Control and Water Conservation District, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument; and that a copy of this paper, document or instrument has been delivered to the chairperson.

I certify under the penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Kimberly A. Rector
Clerk of the Board of Supervisors

By: 
Deputy Clerk
(SEAL)

PETER ALDANA
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

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

CERTIFICATION

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

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

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

RIVERSIDE COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT

1945

CALIFORNIA

Date: 02/25/2025

Signature: _____



Print Name: Naomy Sicra, Clerk of Board Assistant

ALL-PURPOSE ACKNOWLEDGMENT

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 _____ } ss

On _____, 20__ 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.

(Seal)

Signature _____
Commission #: _____
Commission Expiration: _____

EXHIBIT "A"

LEGAL DESCRIPTION

IN THE CITY OF TEMECULA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING ALL THAT PORTION OF BLOCK 2 OF THE MAP OF SUBDIVISIONS OF LAND OF THE PAUBA LAND AND WATER COMPANY FILED IN BOOK 11, PAGE 507 OF MAPS, RECORDS OF SAN DIEGO COUNTY, FURTHER DESCRIBED AS FOLLOWS:

BEING A STRIP OF LAND 20.00 FEET IN WIDTH, LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

COMMENCING AT THE CENTERLINE INTERSECTION OF DEL RIO ROAD AND LAS HACIENDAS STREET, THENCE NORTH 43° 00' 00" WEST, 519.73 FEET TO THE EASTERLY END POINT OF A 930.00 FOOT RADIUS CURVE ON THE CENTERLINE OF DEL RIO ROAD AS SHOWN ON TRACT No. 3841 RECORDED IN BOOK 61 OF MAPS, PAGES 75 THROUGH 76 ON FILE AT THE RIVERSIDE COUNTY SURVEYOR'S OFFICE.

THENCE WESTERLY 77.32 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°45'59".

THENCE SOUTH 51° 45' 21" WEST 38.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID DEL RIO ROAD AND THE POINT OF BEGINNING.

THENCE SOUTH 45° 07' 16" WEST 610.03 FEET, TERMINATING AT THE EASTERLY RIGHT OF WAY LINE OF DIAZ ROAD AS SHOWN ON PARCEL MAP RECORDED IN BOOK 1 PAGE 97 ON FILE AT THE RIVERSIDE COUNTY SURVEYOR'S OFFICE.

THE SIDELINES OF SAID STRIP TO BE LENGTHENED OR SHORTENED SO AS TO TERMINATE IN THE SAID WESTERLY RIGHT OF WAY LINE OF DEL RIO ROAD AND THE SAID EASTERLY RIGHT OF WAY LINE OF DIAZ ROAD.

CONTAINING 12,201 SQ. FT OR 0.280 ACRES, MORE OR LESS.

AS SHOWN ON THE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF.

THIS LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION.



NAME: CHARLES D. PLUTA

PLS #8844

11/19/2024

DATE

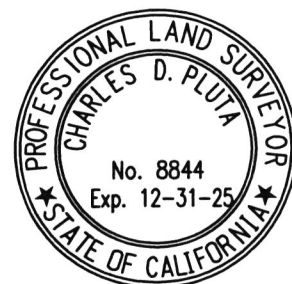
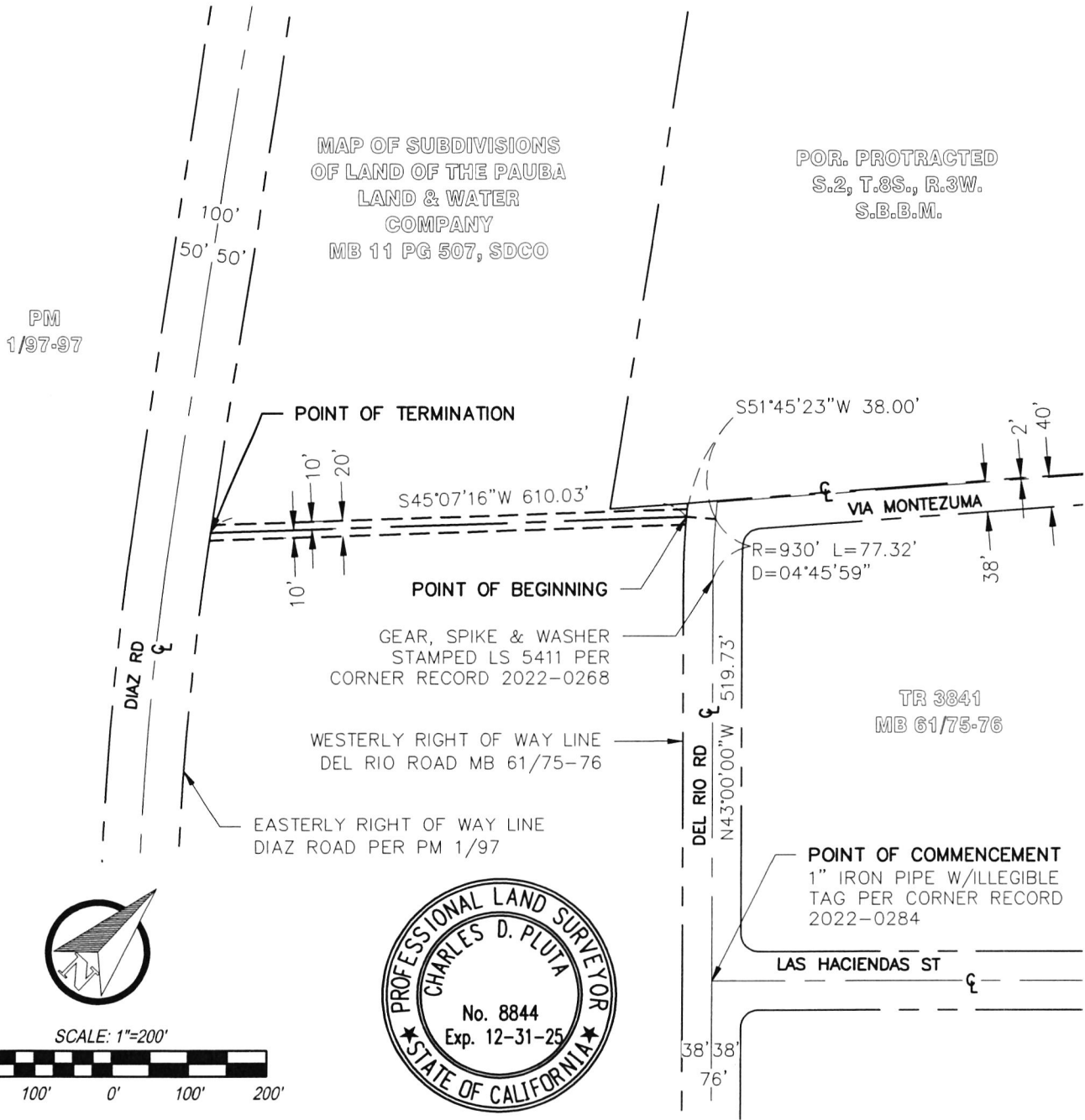


EXHIBIT "B"



PLAT TO ACCOMPANY LEGAL DESCRIPTION

EXHIBIT "B"

WESTLAND GROUP, INC.

CITY OF TEMECULA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

PREPARED BY:

CHARLES D. PLUTA

PLS #8844

PROFESSIONAL
LAND SURVEYOR

SCALE: 1"=200'

DATE: 11/19/2024

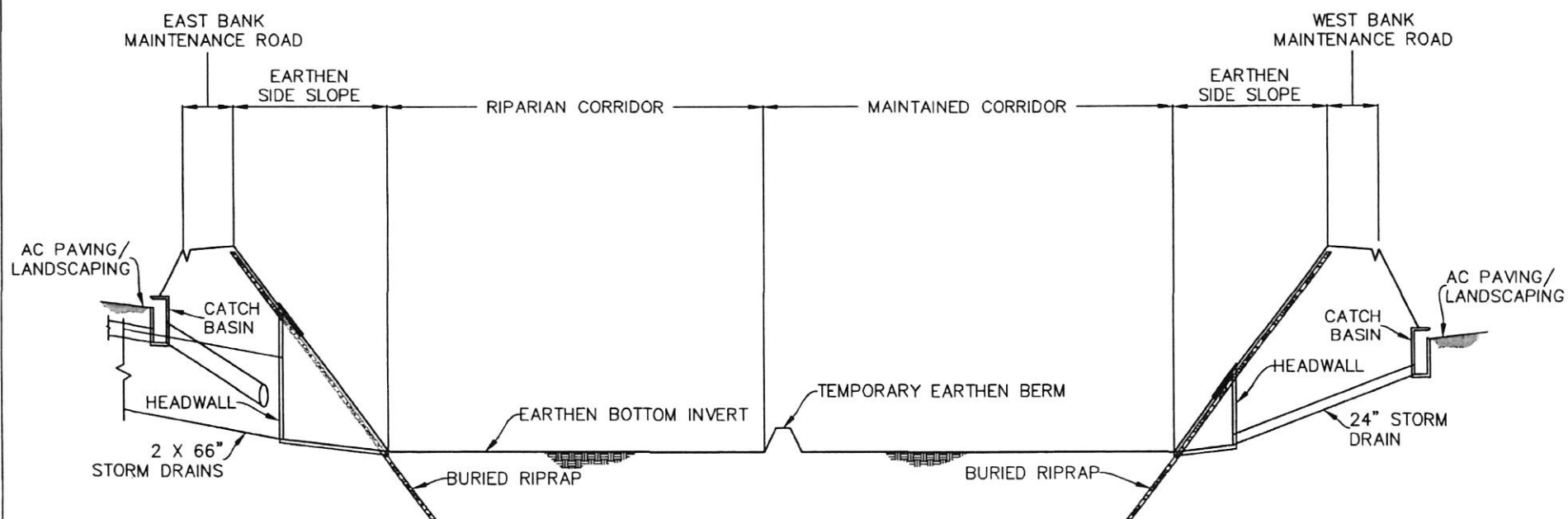
SKETCH BY: AY

WOA # XXXXX

NOT # 204083461

R/W # XXXXX

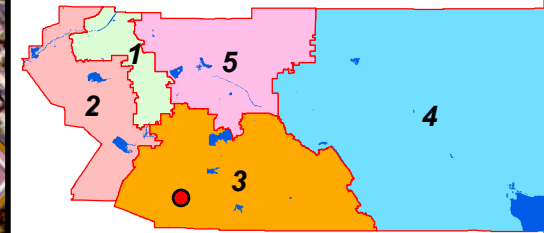
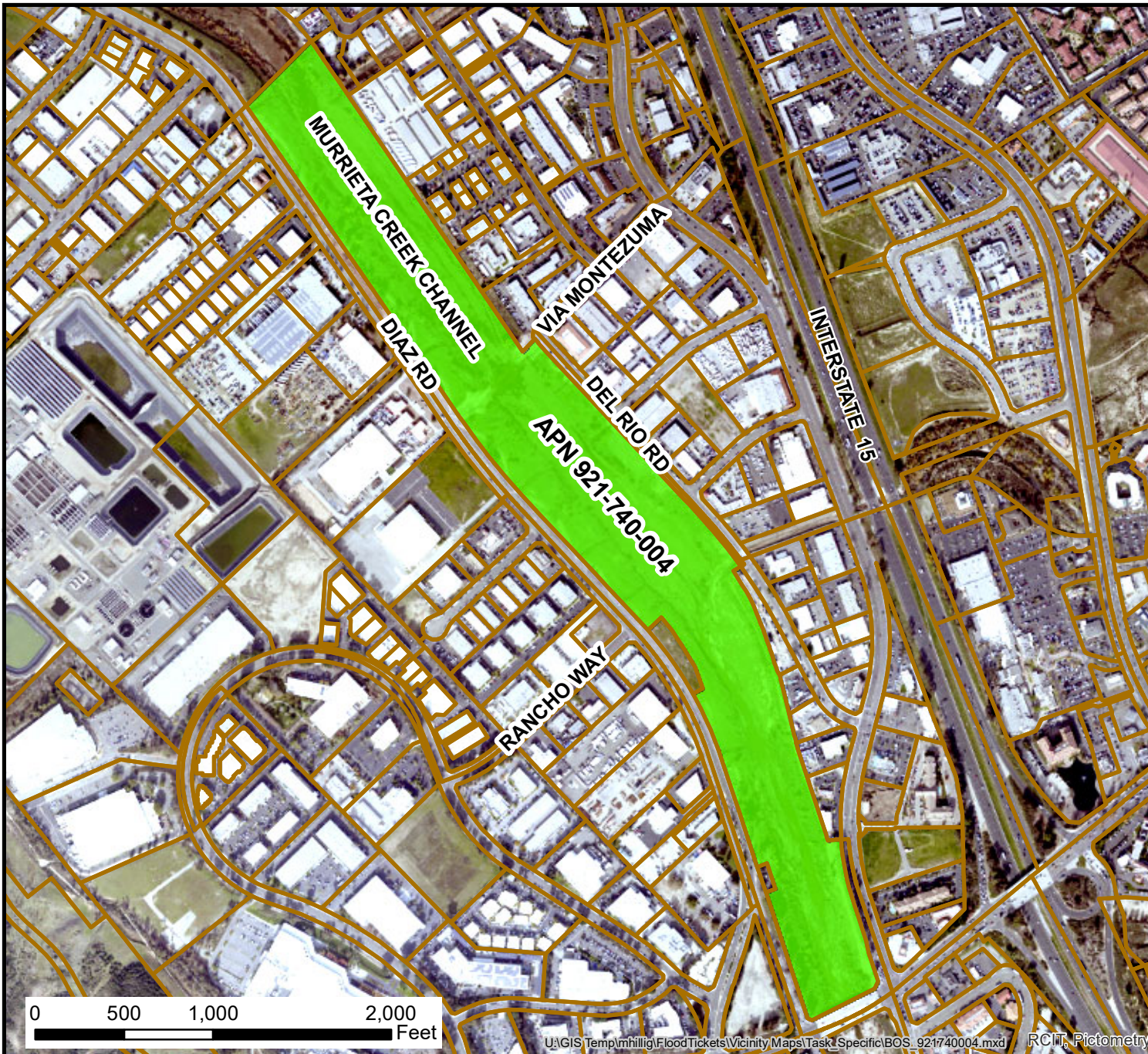
JOB # 2024-422



NOT TO SCALE




EXHIBIT C

MURRIETA CREEK PHASE 2B PROJECT PROPOSED FEATURES



Supervisorial Districts

Legend

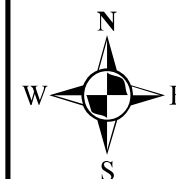
-  Assessor Parcels
-  MURRIETA CREEK CHANNEL
-  Supervisorial District

Description

APN 921-740-004
MURRIETA CREEK CHANNEL
RCFC Parcel No. 7020-509A



**RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
MURRIETA CREEK PROJECT - PHASE 2B**



Vicinity Map