

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Riverside-Corona Resource
Conservation District
4500 Glenwood Drive, Suite A
Riverside, California 92501

Space Above Line for Recorder's Use Only

CONSERVATION EASEMENT DEED

THIS CONSERVATION EASEMENT DEED is made this _____ day of _____, 20__, by the CITY OF RIVERSIDE, a California charter city and municipal corporation (“Grantor”), in favor of THE RIVERSIDE-CORONA RESOURCE CONSERVATION DISTRICT, a special district (“Grantee”), with reference to the following facts:

RECITALS

A. Grantor is the sole owner in fee simple of certain real property located in the City of Riverside, County of Riverside, State of California, designated as a portion of Assessor’s Parcel Numbers 155-060-025 and 155-280-002, and more particularly described and depicted in Exhibit “A” attached hereto and incorporated herein by this reference (“Property”);

B. Grantee is a “resource conservation district,” a governmental entity established under California Public Resources Code Section 9151 et seq. Grantee is authorized to hold this Conservation Easement pursuant to California Public Resources Code Section 9452 and California Civil Code Section 815.3(b).

C. The Property possesses wildlife and habitat values of great importance to Grantee and the people of the State of California. The Property will provide high quality natural, restored and/or enhanced habitat for wetland/riparian plant species which include, but are not limited to velvet ash, black willow, red willow, arroyo willow, mulefat, broadleaf cattail, California sagebrush, California encelia, California buckwheat, and wildlife species which includes, but is not limited to, the Santa Ana sucker. Individually and collectively, these wildlife and habitat values comprise the “Conservation Values” of the Property.

D. This Conservation Easement provides mitigation for certain impacts from a private development.

COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to California law, including Civil Code Section 815 et seq., Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property.

1. Purpose. The purpose of this Conservation Easement is to ensure the Property will be retained forever in a natural condition and to prevent any use of the Property that will impair or interfere with the conservation values of the Property. Grantor intends that this Conservation Easement will confine the use of the Property to such activities, including, without limitation, those involving the preservation and enhancement of native species and their habitat in a manner consistent with the habitat conservation purposes of this Conservation Easement.

2. Grantee's Rights and Obligations. To accomplish the purposes of this Conservation Easement, Grantor hereby grants and conveys the following rights to Grantee and Grantee agrees to the following obligations:

- (a) To preserve and protect the Conservation Values of the Property.
- (b) To provide habitat restoration, preservation, maintenance and monitoring.
- (c) To enter upon the Property at reasonable times for scientific research, monitoring, maintenance and other purposes by Grantee or its designees that are consistent with the terms of this Conservation Easement, provided that Grantee shall not unreasonably interfere with Grantor's authorized use and quiet enjoyment of the Property.
- (d) To preserved and protect all mineral, air and water rights, but only as necessary to protect and to sustain the biological resources of the Property.
- (e) To prevent any activity on or use of the Property that is inconsistent with the purposes of this Conservation Easement and to require the restoration of such areas or features of the Property that may be damaged by any act, failure to act, or any use that is inconsistent with the purposes of this Conservation Easement.

3. Prohibited Uses. Any activity on or use of the Property inconsistent with the purposes of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following uses by Grantor, Grantor's agents, and third parties, are expressly prohibited:

- (a) Unseasonal watering; use of fertilizers, pesticides, biocides, herbicides or other agricultural chemicals; weed abatement activities; incompatible fire protection activities; and any and all other activities and uses which may adversely affect the purposes of this Conservation Easement.

- (b) Use of off-road vehicles and use of any other motorized vehicles except on existing roadways.
- (c) Grazing or other agricultural activity of any kind.
- (d) Recreational activities including, but not limited to, horseback riding, biking, hunting or fishing, except as may be specifically permitted under this Conservation Easement.
- (e) Commercial or industrial uses.
- (f) Any legal or de facto division, subdivision or partitioning of the Property.
- (g) Construction, reconstruction or placement of any building, billboard or sign, or any other structure or improvement of any kind.
- (h) Depositing or accumulation of soil, trash, ashes, refuse, waste, bio-solids or any other materials.
- (i) Planting, introduction or dispersal of non-native or exotic plant or animal species.
- (j) Filling, dumping, excavating, draining, dredging, mining, drilling, removing or exploring for or extraction of minerals, loam, soil, sands, gravel, rocks or other material on or below the surface of the Property.
- (k) Altering the surface or general topography of the Property, including building of roads, unless otherwise approved by Grantee.
- (l) Removing, destroying, or cutting of trees, shrubs or other vegetation, except as required by law for (1) fire breaks, (2) maintenance of existing foot trails or roads, or (3) prevention or treatment of disease.
- (m) Manipulating, impounding or altering any natural water course, body of water or water circulation on the Property, and activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or sub-surface waters.

4. Grantor's Duties. To accomplish the purposes of this Conservation Easement, Grantor agrees to the following duties and obligations:

- (a) Unlawful entry. Grantor shall undertake all reasonable actions to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the Conservation Values of the Property.
- (b) Perfecting Grantee's rights. Grantor shall undertake all necessary actions to perfect Grantee's rights under Section 2 of this Conservation Easement, including but not limited to, Grantee's water rights.

(c) **Signage.** Grantor shall be responsible for the installation of all signs and sign replacement at the Property. Grantee will notify Grantor when signs need to be installed and/or replaced.

(d) **Trash.** Grantor shall be responsible for the removal of all trash. Grantee will notify Grantor if trash needs to be removed.

(e) **Fence Maintenance and Repair.** Grantor shall be responsible for the ongoing maintenance and repair of all fencing on the Property. Grantee will notify the Grantor when fencing at the Property needs to be repaired or replaced.

5. **Reserved Rights.** Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from its ownership of the Property, including the right to engage in or to permit or invite others to engage in all uses of the Property that are consistent with the purposes of this Conservation Easement.

6. **Acts Beyond Grantor's Control.** Nothing contained in this Conservation Easement shall be construed against Grantor for any injury to or change in the Property resulting from (i) any natural cause beyond Grantor's control, including, without limitation, fire not caused by Grantor, flood, storm, and earth movement, or any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes; or (ii) acts by Grantee or its employees.

7. **Breach of Obligations.**

(a) If either party determines that the other party is not performing any of its obligations and is in breach of this Conservation Easement, then non-breaching party shall give written notice to the breaching party of such breach and demand in writing the cure of such breach ("Notice of Breach"). If the breaching party refuses to cure the breach within thirty (30) days after receipt of a Notice of Breach, or if the cure reasonably requires more than thirty (30) days to complete and the breaching party fails to begin the cure within thirty (30) days or fails to continue diligently to complete the cure, the non-breaching party may cure the breach and seek any and all remedies provided in law or equity for the recovery of any costs or damages incurred.

(b) If either party, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate injury to the Conservation Values of the Property, that party may pursue its remedies under this Conservation Easement without prior notice to the other party and/or without waiting for the period provided for cure to expire.

(c) Enforcement of the terms of this Conservation Easement by either party shall be at their discretion, and any forbearance to exercise its rights under this Conservation Easement, or the election of California Department of Fish and Wildlife to enforce any rights under this Conservation Easement, in the event of any breach of any term of this Conservation Easement shall not be deemed or construed to be a waiver of such term or any subsequent breach of the same or any other term of this Conservation Easement or of any rights of either party

under this Conservation Easement. No delay or omission in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver.

8. Department of Fish and Wildlife Right of Enforcement. Grantor and Grantee acknowledge that the California Department of Fish and Wildlife ("CDFW") is a third party beneficiary to this Conservation Easement with the right of access to the Property and the right to enforce all duties and obligations of Grantor and all rights and remedies of Grantee. Notwithstanding the provisions of California Civil Code Section 815.7, the parties intend that CDFW, as a third party beneficiary, has standing as an interested party in any proceeding affecting this Conservation Easement.

9. Access. This Conservation Easement does not convey a general right of access to the public.

10. Costs and Liabilities. Ownership, Maintenance and Permits. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership of the Property. Grantor agrees that Grantee, through a separate agreement for habitat restoration, maintenance and monitoring, shall have the duty and responsibility for the maintenance of the Property and the monitoring of hazardous conditions thereon. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any activity or use permitted by this Conservation Easement Deed, and any activity or use shall be undertaken in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders and requirements.

11. No Hazardous Materials Liability. Grantor has had a Phase 1 environmental assessment conducted by IO Environmental & Infrastructure, Inc. dated April 24, 2013, for the Property and based on the results of that assessment, represents and warrants that it has no knowledge or notice of any Hazardous Materials (as defined below) or underground storage tanks existing, generated, treated, stored, used, released, disposed of, deposited or abandoned in, on, under, or from the Property, or transported to or from or affecting the Property.

The term "Hazardous Materials" includes, without limitation, (i) material that is flammable, explosive or radioactive; (ii) petroleum products, including by-products and fractions thereof; and (iii) hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA, the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901, *et seq.*; hereinafter, "RCRA"); the Hazardous Materials Transportation Act (49 U.S.C. §5101, *et seq.*; hereinafter, "HTA"); the Hazardous Waste Control Law (California Health & Safety Code § 25100, *et seq.*; hereinafter, "HCL"); the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health & Safety Code § 25300, *et seq.*; hereinafter "HSA"), and in the regulations adopted and publications promulgated pursuant to them, or any other applicable Environmental Laws now in effect or enacted after the date of this Conservation Easement.

12. Representations and Warranties. Grantor represents, warrants and covenants to Grantee and Third-Party Beneficiaries that any activities upon and use of the Property by Grantor, its agents, employees, invitees and contractors will comply with all Environmental Laws.

Grantee represents, warrants and covenants to Grantor and Third-Party Beneficiaries that any activities upon and use of the Property by Grantee, its agents, employees, invitees and contractors will comply with all Environmental Laws.

13. Assignment. This Conservation Easement is transferable by Grantee, but Grantee may assign its rights and obligations under this Conservation Easement only to an entity or organization authorized to acquire and hold conservation easements pursuant to Civil Code Section 815.3. Upon any assignment, Grantee shall cause the assignment document to be recorded with the Riverside County Recorder's Office.

14. Subsequent Transfers. Grantor agrees to incorporate the terms of this Conservation Easement in any deed or other legal instrument by which Grantor divests itself of any interest in all or any portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the intent to transfer any interest at least thirty (30) days prior to the date of such transfer. Grantee shall have the right to prevent transfers in which prospective transferees are not given notice of the covenants, terms, conditions and restrictions of this Conservation Easement. The failure of Grantor or Grantee to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

15. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and be served personally or sent by recognized overnight courier that guarantees next-day delivery or by first class mail, postage fully prepaid, addressed as follows:

To Grantor: City of Riverside
Parks, Recreation and Community Services Director
3900 Main Street
Riverside, California 92522

To Grantee: Riverside-Corona Resource Conservation District
Attn: Shelli Lamb
4500 Glenwood Drive, Suite A
Riverside, California 92501

or to such other address as either party shall designate by written notice to the other. Notice shall be deemed effective upon delivery in the case of personal delivery or delivery by overnight courier or, in the case of delivery by first class mail, five (5) days after deposit into the United States mail.

16. Amendment. This Conservation Easement may be amended by Grantor and Grantee only by mutual written agreement. Any such amendment shall be consistent with the

purposes of this Conservation Easement and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of the County of Riverside, State of California.

17. Termination of Rights and Obligations. A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest in the Conservation Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

18. Additional Easements. Grantor shall not grant any additional easements, rights of way or other interests in the Property (other than a security interest that is subordinate to this Conservation Easement Deed) without first obtaining the written consent of Grantee. Grantee may withhold such consent if it determines that the proposed interest or transfer is inconsistent with the purposes of this Conservation Easement or will impair or interfere with the Conservation Values of the Property. This Section 18 shall not prohibit transfer of a fee or leasehold interest in the Property that is subject to this Conservation Easement Deed and complies with Section 14.

19. Funding. Endowment funding for the perpetual management, maintenance and monitoring of the Property shall initially be set up by Grantor and maintained by Grantee.

Signatures on following page.

IN WITNESS WHEREOF Grantor has executed this Conservation Easement Deed the day and year first above written.

GRANTOR:

CITY OF RIVERSIDE

By: _____
Name:
Title:

Attested to:

By: _____
City Clerk

Approved as to Form:

By: _____
Chief Assistant City Attorney

CA 19-0764
08/09/19

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Conservation Easement Deed by the City of Riverside, dated ____, 20__, to the Riverside-Corona Resource Conservation District, a governmental agency (per Government Code Section 27281), is hereby accepted with all duties and obligations, by the undersigned officer on behalf of the Grantee pursuant to California Public Resources Code Section 9452.

GRANTEE:

RIVERSIDE-CORONA RESOURCE CONSERVATION DISTRICT

By: _____

Title: _____

Authorized Representative

Date: _____

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)
)ss
COUNTY OF RIVERSIDE)

On _____, before me, _____,
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.

Notary Signature

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)
)ss
COUNTY OF RIVERSIDE)

On _____, before me, _____,
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.

Notary Signature