

ORIGINAL

FOR OFFICIAL USE ONLY



County of San Bernardino
Flood Control District

F A S

CONTRACT TRANSMITTAL

<input checked="" type="checkbox"/> New	FAS Vendor Code	SC	Dept.	A	Contract Number 16-909			
<input type="checkbox"/> Change								
<input type="checkbox"/> Cancel								
ePro Vendor Number				ePro Contract Number				
Real Estate Services Department				Contractor's License No.				
Contract Representative		Telephone		Total Contract Amount				
Terry W. Thompson, Director		(909) 387 - 5252		\$164,800				
Contract Type <input checked="" type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:								
If not encumbered or revenue contract type, provide reason:								
Commodity Code		Contract Start Date	Contract End Date	Original Amount	Amendment Amount			
				\$				
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount		
RFL	093		400	F02583		16480		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount		
Project Name SBVMWD Acquisition of FCD Land			Estimated Payment Total by Fiscal Year					
			FY	Amount	I/D	FY	Amount	I/D
				\$			\$	
				\$			\$	
				\$			\$	

CONTRACTOR San Bernardino Valley Municipal Water District

Federal ID No. or Social Security No. _____

Contractor's Representative Bob Tincher

Address 380 E. Vanderbilt Way, San Bernardino, CA 92408 Phone (909) 226 - 2812

Nature of Contract: *(Briefly describe the general terms of the contract)*

Purchase and sale agreement for the conveyance of 12.35 acres (portions of District-owned APNs 0297-101-32 and 0297-061-34) to SMVMWD due a redesign of the Enhanced Recharge Facilities Project.

Approved as to Legal Form (sign in blue ink)	Reviewed as to Contract Compliance	Presented to Board for Signature
▶ SEE SIGNATURE PAGE Counsel	▶	▶ Terry W. Thompson, Director, Real Estate Services Dept.
Date _____	Date _____	Date <u>11/2/16</u>

Auditor-Controller/Treasurer/Tax Collector Use Only	
<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

This PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (this "**Agreement**") is dated as of _____, 2016 (the "**Execution Date**") and is entered into by and between the San Bernardino County Flood Control District ("**DISTRICT**") and the San Bernardino Valley Municipal Water District ("**SBVMWD**").

RECITALS

- A. DISTRICT is the owner of the fee simple interest in that certain property consisting of two parcels (APNs 0297-101-32 and 0297-061-34) containing approximately 64.49 acres, located in the City of Highland, County of San Bernardino, California, and more particularly described in Exhibit "1", attached hereto and by this reference incorporated herein.
- B. SBVMWD desires to acquire a 12.35-acre portion (the "Property") of the above-referenced parcels, and more particularly described in Exhibit "2", attached hereto and by this reference incorporated herein.
- C. DISTRICT finds that that said 12.35 acres is no longer necessary to be retained for the uses and purposes of the FCD and the conveyance of said 12.35 acres to SBVMWD will not interfere with flood protection in the region and the disposition of the property is in accordance with the San Bernardino County Flood Control Act (California Water Code Appendix, Chapter 43, Section 43-6 (a)(3)) and Government Code Section 25365 of the State of California.
- D. DISTRICT and SBVMWD agree that the purchase price of the Property is One Hundred Sixty Four Thousand and Eight Hundred and 00/100 Dollars (\$164,800.00).
- E. The SBVMWD has agreed to fund an additional deposit to pay for DISTRICT's costs of processing the sale of the Property, as specifically set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the DISTRICT and SBVMWD hereto agree as follows:

Section 1. Recitals. The recitals set forth above are true and correct and incorporated herein by this reference.

Section 2. Purchase and Sale of Property.

Subject to all of the terms, conditions and provisions of this Agreement and for the consideration set forth below, DISTRICT hereby agrees to convey to SBVMWD and SBVMWD hereby agrees to acquire from DISTRICT, the Property, situated in the City of Highland, County of San Bernardino, State of California.

The Property will be conveyed to SBVMWD when the Purchase Price (defined below) is paid in full in accordance with this Agreement.

Section 3. Consideration.

(a) *Purchase Price.* The total consideration to be paid for the Property shall be One Hundred Sixty Four Thousand and Eight Hundred and 00/100 Dollars (\$164,800.00) (the "**Purchase Price**").

(b) *Administrative Fees.* In addition, the SBVMWD shall pay directly to DISTRICT seventeen thousand five hundred four and 00/100 Dollars (\$17,504.00) ("**Fees**"), which shall compensate DISTRICT for the costs of processing the sale of the Property. If DISTRICT's costs are less than the amount of the Fees paid by SBVMWD, DISTRICT shall refund the balance to SBVMWD within thirty (30) days after the Close of Escrow (as defined below). If the amount of the Fees is insufficient to pay DISTRICT's costs of processing the sale of the Property, SBVMWD shall pay the outstanding balance to DISTRICT within thirty (30) days of receipt of written demand therefor.

(c) *Independent Consideration.* Within ten (10) days of the full execution of this Agreement, SBVMWD shall deliver to DISTRICT the sum of One Hundred and 00/100 Dollars (\$100.00) (the "**Independent Consideration**"), as consideration for SBVMWD's right to purchase the District Property and to terminate this Agreement prior to the expiration of the Feasibility Period and for DISTRICT'S execution, delivery and performance of this Agreement. The Independent Consideration is in addition to and independent of any other consideration or payment provided for in this Agreement, is not applicable to the Purchase Price, is non-refundable and shall be retained by DISTRICT notwithstanding any other provision of this Agreement.

Section 4. Opening of Escrow.

(a) All expenses incurred in the transfer of title, including but not limited to escrow, title policy (if requested by SBVMWD), documentary stamps and recording fees are to be paid by SBVMWD.

(b) The transfer and sale of the Property shall take place through an escrow (the "**Escrow**"); such Escrow shall be administered by Golden State Escrow Company, Inc., 1421 East Cooley Drive, Suite 1, Colton, California 92324, Attn: Kellie Linderman, Escrow Officer ("**Escrow Holder**"). The Escrow for the Property shall be deemed open upon the receipt by the Escrow Holder of a copy of this Agreement executed by DISTRICT and SBVMWD. DISTRICT and SBVMWD shall open escrow within five (5) days after the execution of this Agreement by both SBVMWD and DISTRICT.

(c) If this Agreement or Escrow is terminated by DISTRICT for any reason except SBVMWD's default, DISTRICT shall be solely responsible to the Escrow Holder for payment of all customary and reasonable escrow cancellation charges to the Escrow Holder without further or separate instruction to the Escrow Holder, and the parties shall each be relieved and discharged from all further responsibility or liability under this Agreement. If this Agreement or Escrow is terminated due to SBVMWD's default, then SBVMWD shall be solely responsible for the payment of the escrow cancellation costs of the Escrow Holder without further or separate instruction, and the parties shall each be relieved and discharged from all further responsibility or liability under this Agreement. If this Agreement or Escrow is terminated due to DISTRICT's default, then DISTRICT shall be solely responsible for the payment of the escrow cancellation costs of the Escrow Holder without further or separate

instruction, and the parties shall each be relieved and discharged from all further responsibility or liability under this Agreement.

Section 5. Close of Escrow.

As used herein, “**Close of Escrow**” means and refers to the date on which the conditions set forth in this Agreement for the close of Escrow for the transfer of the Property have been satisfied, and the Grant Deed is recorded by the Escrow Holder. The Property shall be transferred to SBVMWD at the Close of Escrow, provided that within the periods of time set forth in this Agreement: (i) SBVMWD has not terminated this Agreement, (ii) SBVMWD has accepted the Grant Deed, and (iii) all other conditions of the Close of Escrow set forth in this Agreement have been met and SBVMWD has paid, or caused to be paid, to the Escrow Holder all applicable escrow costs relating to such closing. The Close of Escrow shall occur on a date no later than ninety (90) days following the full execution of this Agreement by DISTRICT and SBVMWD.

Section 6. Escrow Instructions.

DISTRICT and SBVMWD each agree to execute and deliver to the Escrow Holder the customary supplemental written escrow instructions (consistent with the terms of this Agreement) of the Escrow Holder. In the event of a conflict between the additional terms of such customary supplemental escrow instructions of the Escrow Holder and the provisions of this Agreement, this Agreement shall supersede and be controlling. Except as otherwise provided in Section 4(c) above, upon any termination of this Agreement or cancellation of the Escrow, SBVMWD shall be solely responsible for the payment of the escrow cancellation costs of the Escrow Holder.

Section 7. Conveyance of Title.

(a) On or before the Close of Escrow, DISTRICT shall deliver to the Escrow Holder the Grant Deed, in substantially the forms attached hereto as Exhibit “3” (“**Grant Deed**”) duly executed and acknowledged by DISTRICT. On or before the Close of Escrow SBVMWD shall deliver to Escrow Holder an Acceptance for the Property executed by an authorized officer of SBVMWD. The Escrow Holder shall be instructed to record the Grant Deed in the Official Records of the County of San Bernardino, California, if and when the Escrow Holder holds the funds for the DISTRICT as set forth herein.

(b) Within five (5) days following the Execution Date, SBVMWD may order a current preliminary report from a title company of SBVMWD’s choice (the “Title Company”) covering the Property area, together with full and legible copies of all supporting documents (collectively, “**Preliminary Report**”). The Title Company shall issue an ALTA Owner’s policy (“**Title Policy**”) at the Close of Escrow with a liability in an amount equal to the Purchase Price together with such endorsements as may be reasonably requested by SBVMWD, insuring that the Property is vested in SBVMWD, free and clear of options, rights of first refusal or other interest rights, leases or other possessory interests, lis pendens and subject only to the following matters:

(1) a lien for real property taxes, bond, or assessments not then delinquent;

(2) matters of the Property's title not disapproved by SBVMWD in writing;

(3) matters affecting the condition of the Property's title created by or with the consent of the SBVMWD or SBVMWD's officers, employees or agents; and

(4) such other title exceptions, if any, resulting from documents being recorded or delivered through Escrow.

Section 8. Inspections and Review.

(a) During the period commencing on the date of full execution by both parties of this Agreement and terminating on the date occurring sixty (60) days thereafter ("**Feasibility Period**"), SBVMWD shall undertake at SBVMWD's expense an inspection of the Property; a review of the physical condition of the Property, including but not limited to, inspection and examination of soils, environmental factors, hazardous substances, if any, and archeological information relating to the Property; and a review and investigation of the effect of any zoning, maps, permits, reports, engineering data, regulations, ordinances, and laws affecting the Property. SBVMWD's inspection of the Property shall be conducted during normal business hours upon forty-eight (48) hours' prior notice to DISTRICT. Within ten (10) business days following the full execution of this Agreement by both parties, DISTRICT shall deliver to SBVMWD copies of all plans, surveys, specifications, and other documents pertaining to the physical, geological, or environmental condition of the Property that are controlled by or in the possession of DISTRICT, and to the extent that any additional such documents come into DISTRICT's control or possession following the full execution of this Agreement, DISTRICT shall use good faith efforts to provide copies of or access to such information to SBVMWD in a timely fashion.

(b) If SBVMWD disapproves of the results of the inspection and review, or its investigation of the condition of the title, SBVMWD may elect to terminate this Agreement by giving DISTRICT written notification prior to the last day of the Feasibility Period. If SBVMWD fails to properly notify DISTRICT of the intent to terminate this Agreement due to SBVMWD's disapproval of the results of the inspection and review, SBVMWD shall be deemed to be satisfied with the results of the inspection.

(c) SBVMWD shall accept the delivery of possession of the Property (including but not limited to, subterranean structures and soil conditions), in an "AS IS," "WHERE IS" and "SUBJECT TO ALL FAULTS" condition. SBVMWD hereby acknowledges that it has relied solely upon its own investigation of the Property and its own review of such information and documentation as it deems appropriate. SBVMWD is not relying on any statement or representation by DISTRICT, any employee, official or consultant of DISTRICT relating to the condition of the Property. DISTRICT makes no representations or warranties as to whether the Property presently complies with environmental laws or whether the Property contains any hazardous substance. Furthermore, to the extent that DISTRICT has provided SBVMWD with information relating to the condition of the Property, DISTRICT makes no representation or warranty with respect to the accuracy, completeness or methodology or content of such reports or information.

(d) As of the Close of Escrow, SBVMWD, on behalf of itself and its successors, waives and releases DISTRICT and its successors and assigns from any and all costs or expenses whatsoever (including, without limitation, attorneys' fees and costs), whether

direct or indirect, known or unknown, foreseen or unforeseen, arising from or relating to any of the following matters and conditions relating to the Property which exist as of the date of the applicable Close of Escrow: the physical condition of the Property or any above ground or underground improvements thereon, the condition of the soils, the suitability of the soils for the improvement of any proposed project, or any law or regulation applicable thereto. Notwithstanding the preceding, the foregoing released claims shall specifically exclude any claims or other matters based upon (i) breach of any of DISTRICT's covenants, representations and warranties set forth in this Agreement or based upon DISTRICT's intentional fraudulent acts or omissions; (ii) breach of any of DISTRICT's obligations specifically provided in this Agreement to be performed after the Close of Escrow; and (iii) any hazardous materials deposited or placed in, at or under the Property by DISTRICT in violation of applicable environmental laws.

(e) SBVMWD expressly waives any rights or benefits available to it with respect to the foregoing release under any provision of applicable law which generally provides that a general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time the release is agreed to, which, if known to such creditor, would materially affect a settlement. By execution of this Agreement, SBVMWD acknowledges that it fully understands the foregoing, and with this understanding, nonetheless elects to and does assume all risk for claims known or unknown, described in this Section 8 without limiting the generality of the foregoing.

The undersigned acknowledges that it has been advised by legal counsel and is familiar with the provisions of California Civil Code Section 1542, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

The undersigned, being aware of this Code section, hereby expressly waives any rights it may have thereunder, as well as under any other statutes or common law principles of similar effect.

Initials of SBVMWD authorized officer: DDH

(f) The provisions of this Section 8 shall survive the Close of Escrow, and shall be binding upon SBVMWD.

(g) DISTRICT shall assist and cooperate with SBVMWD in endeavoring to remove title exceptions unacceptable to SBVMWD, but DISTRICT shall have no obligation to cause such objections to be removed or to expend any sums in such endeavor, except that DISTRICT shall remove all monetary liens and encumbrances created by or as a result of DISTRICT's activities.

(h) DISTRICT covenants not to further encumber and not to place any further liens or encumbrances on the Property, including, but not limited to, covenants, conditions, restrictions, easements, liens, options to purchase, rights of first offer, options to lease, leases, tenancies, or other possessory interests.

(i) DISTRICT also covenants not to authorize others to take any action that adversely affects the physical condition of the Property or its soils to any material extent.

Section 9. Closing Costs, Possession.

(a) SBVMWD shall pay the premium for any title policy, including any requested ALTA extended coverage title policy, cost of any survey and all requested ALTA survey policy endorsements, the cost of recording the Grant Deed and any documentary or other transfer taxes payable on account of the conveyance of the Property to SBVMWD.

(b) SBVMWD shall pay 100% of the Escrow Holder's charges and fees which may be charged by the Escrow Holder in connection with the Close of Escrow.

(c) SBVMWD shall be entitled to possession of the Property immediately upon the Close of Escrow.

Section 10. Representations and Warranties.

(a) DISTRICT hereby makes the following representations, covenants and warranties and acknowledges that the execution of this Agreement by SBVMWD has been made in material reliance by SBVMWD on such covenants, representations and warranties:

(1) Power and Authority. DISTRICT has the legal power, right and authority to enter into this Agreement and to execute the instruments and documents referenced herein, and to consummate the transaction contemplated hereby.

(2) Requisite Action. DISTRICT has taken all requisite action and obtained all requisite consents in connection with entering into this Agreement and the instruments and documents referenced herein and the consummation of the transactions contemplated hereby, and no consent of any other party is required.

(3) Enforceability of Agreement. The persons executing this Agreement and any instrument or document referenced herein for or on behalf of DISTRICT have been duly authorized to so act on behalf of DISTRICT and this Agreement and any such instrument or document is valid and legally binding on DISTRICT and enforceable against DISTRICT in accordance with their respective terms.

(4) No Litigation. There is no pending or, to the best of DISTRICT's knowledge, threatened claims, action, allegations or lawsuit of any kind, whether for personal injury, property damage, property taxes, or otherwise, that could affect the Property.

(5) No Violation. Neither the execution of this Agreement or the other instruments and documents referenced herein nor the performance by DISTRICT of its obligations hereunder and thereunder shall result in a breach or constitute a default under any agreement, document, instrument or other obligation to which DISTRICT is a party or by which DISTRICT may be bound or under law, statute, ordinance, rule, governmental regulation, state constitution, or any writ, injunction, order or decree of any court or governmental body applicable to DISTRICT.

(6) Operation and Condition Pending Closing. Between the date of this Agreement and the Close of Escrow hereunder, DISTRICT will continue to manage, operate and maintain the Property in the same manner as existed prior to the execution of this Agreement.

All representations and warranties contained in this Section 10(a) are true and correct on the date hereof and on the date of the Close of Escrow and shall survive the Close of Escrow.

(b) Warranties and Representations by SBVMWD. SBVMWD hereby makes the following representations, covenants and warranties and acknowledges that the execution of this Agreement by DISTRICT has been made in material reliance by DISTRICT on such covenants, representations and warranties:

(1) SBVMWD has the legal right, power and authority to enter into this Agreement and the instruments and documents referenced herein and to consummate the transactions contemplated hereby.

(2) SBVMWD has taken all requisite action and obtained all requisite consents in connection with entering into this Agreement and the instruments and documents referenced herein and the consummation of the transactions contemplated hereby, and no consent of any other party is required.

(3) This Agreement is, and all instruments and documents to be executed by SBVMWD pursuant to this Agreement shall be, duly executed by and are or shall be valid and legally binding upon SBVMWD and enforceable against SBVMWD in accordance with their respective terms.

(4) Neither the execution of this Agreement nor the consummation of the transaction contemplated hereby shall result in a breach of or constitute a default under any other agreement, document, instrument or other obligation to which SBVMWD is a party or by which SBVMWD may be bound, or under law, statute, ordinance, rule governmental regulation or any writ, injunction, order or decree of any court or governmental body applicable to SBVMWD.

All representations and warranties contained in this Section 10(b) are true and correct on the date hereof and on the date of the Close of Escrow and shall survive the Close of Escrow.

Section 11. Conflict of Interest.

No member, official or employee of either party having any conflict of interest, direct or indirect, related to this Agreement and the use and development of the Property shall participate in any decision relating to the Agreement. The parties represent and warrant that they do not have knowledge of any such conflict of interest.

Section 12 Nonliability of Officials and Employees.

No officer, official or employee of either party shall be personally liable to the other party, or any successor in interest of such other party, in the event of any default or breach or for any

amount which may become due hereunder, or on any obligations under the terms of this Agreement.

Section 13. Indemnification.

SBVMWD agrees to indemnify and hold DISTRICT and its officers, employees and agents harmless from and against all damages, judgments, costs, expenses and attorney's fees arising from or related to any act or omission of SBVMWD in the course of performing its inspection of the Property. DISTRICT shall give SBVMWD written notice of the occurrence of a claim, litigation or other matters for which DISTRICT seeks indemnity under this Section as promptly as practicable following DISTRICT'S knowledge of the occurrence of such matter and DISTRICT shall reasonably cooperate with SBVMWD in the defense of any such claim or matter and shall not take any action that would adversely affect SBVMWD's defense of such matter.

Section 14. Notices.

All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be delivered by either (a) personal delivery, (b) reliable courier service that provides a receipt showing date and time of delivery, including federal express, or (c) registered or certified U.S. Mail, postage prepaid, return receipt requested. Notices shall be addressed to the respective parties as set forth below or to such other address and to such other persons as the parties may hereafter designate by written notice to the other party hereto:

If to SBVMWD, to: Robert M. Tincher, M.S., P.E.
 Manager of Water Resources
 San Bernardino Valley Municipal Water District
 380 E. Vanderbilt Way
 San Bernardino, CA 92408
 Phone: (909) 387-9215

With copy to: Bruce D. Varner
 General Counsel
 Varner & Brandt LLP
 3750 University Avenue, Suite 610
 Riverside, CA 92501
 Phone: (951) 274-7777
 Facsimile: (951) 274-7770

If to DISTRICT, to: Marilee J. Rendulich, SR/WA
 Real Estate Services Manager
 San Bernardino County RESD
 385 N. Arrowhead Avenue, 3rd Floor
 San Bernardino, CA 91415-0180
 Phone: (909) 387-5106
 Facsimile: (909) 387-5353

With copy to: Robert F. Messinger
 Deputy County Counsel
 Office of County Counsel

County of San Bernardino
385 N. Arrowhead Avenue, 4th Floor
San Bernardino, CA 91401
Phone: (909) 387-8979
Facsimile: (909) 387-5462

Kevin Blakeslee
Deputy Director of Public Works
County of San Bernardino
825 E. Third Street, Room 101
San Bernardino, CA 92415-0835
Phone: (909) 387-8979

If to Escrow, to: Kellie Linderman
Escrow Officer
Golden State Escrow, Inc.
1421 E. Cooley Drive, Suite 1
Colton, CA 92324
Phone: (909) 777-3500

Each notice shall be deemed delivered on the date delivered if by personal delivery or by overnight courier service, or on the date of receipt as disclosed on the return receipt if by mail. By giving to the other parties written notice as provided above, the parties to this Agreement and their respective successors and assigns shall have the right from time to time, and at any time during the term of this Agreement, to change their respective addresses.

Section 15. Attorneys' Fees.

If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This subsection shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under Section 8. ("Inspections and Review") and Section 13. ("Indemnification").

Section 16. Miscellaneous.

(a) This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and together shall constitute one and the same agreement, with one counterpart being delivered to each party hereto.

(b) All periods of time referred to in this Agreement shall include all Saturdays, Sundays and state or national holidays, provided that if the date or last date to perform any act or give any notice with respect to this Agreement shall fall on a Friday, Saturday, Sunday or state or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Friday, Saturday, Sunday or state or national holiday.

(c) The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions hereof unenforceable, invalid or illegal.

Section 17. Entire Agreement.

(a) This Agreement and the exhibits attached hereto constitute the entire understanding and Agreement of the parties.

(b) This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto with respect to the Property.

(c) The headings to the paragraphs of this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not in any way affect its interpretation.

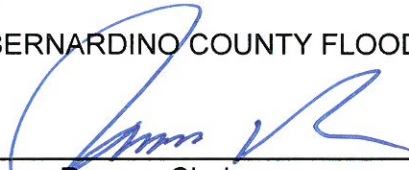
Section 18. Legislative Body Approval.

This Agreement is subject to, and will have no force or effect until and unless first approved by the San Bernardino County Flood Control District Board of Supervisors and the San Bernardino Valley Municipal Water District Board of Directors.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the dates set forth below.

DISTRICT:

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT


By: 
James Ramos, Chairman
Board of Supervisors

Date: 11-15-16

Laura H. Welch,
Clerk of the Board of Supervisors

Approved as to Legal Form:
Jean-Rene Basle, County Counsel
County of San Bernardino, California

By: 
Deputy

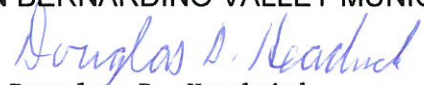
By: 
Robert F. Messinger, Deputy

Date: NOV 15 2016

Date: 11-2-16

SBVMWD:

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By: 
Douglas D. Headrick
General Manager

Date: 10/31/2016

Approved as to Legal Form:
Bruce D. Varner, General Counsel
San Bernardino Valley Municipal Water
District

By: 

Date: OCT. 27, 2016

EXHIBIT "1"

APN 0297-101-32:

PTN NW 1/4 SEC 9 TP 1S R 2W DESC AS COM NW COR SD SEC 9 TH ALG W LI S 01 DEG 01 MIN 00 SECONDS E 1780 FT TH N 63 DEG 25 MIN 00 SECONDS E 720 FT TH N 28 DEG 50 MIN 00 SECONDS E 111 FT TH N 23 DEG 00 MIN 00 SECONDS E 527 FT M/L TO N LI SD SEC 9 TH ALG SD N LI WLY 1416.7 FT TO POB EX THERFROM COM AT NW COR SD SEC 9 TH ALG W LI S 01 DEG 01 MIN 00 SECONDS E 589.73 FT TH NELY 382.67 FT ALG A NON TANGENT CURVE CONCAVE NWLY HAVING A RADIUS OF 1563.80 FT AND A CENTRAL ANGLE OF 14 DEG 01 MIN 14 SECONDS THE BEG TANGENT THEREOF BEARING N 54 DEG 47 MIN 32 SECONDS E TH S 9 DEG 13 MIN 42 SECONDS E 11.58 FT TH N 40 DEG 24 MIN 29 SECONDS E 25 FT TH N 50 DEG 08 MIN 15 SECONDS W 11.62 FT TO NELY CONTINUATION OF AFOREDESCRIBED CURVE HAVING A RADIUS OF 1563.80 FT TH NELY 225.17 FT ALG CONTINUATION OF SD CURVE BEING NON TANGENT CONCAVE NWLY HAVING A RADIUS OF 1563.80 FT AND A CENTRAL ANGLE OF 8 DEG 15 MIN 00 SECONDS THE BEG TANGENT THEREOF BEARING N 39 DEG 51 MIN 46 SECONDS E TH N 31 DEG 36 MIN 46 SECONDS E 154.5 FT M/L TO N LI SD SEC 9 TH WLY ALG SD N LI 521.58 FT M/L TO NW COR SD SEC 9 AND TRUE POB ALSO EXCEPT PORTION DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 9 AS SHOWN BY RECORD OF SURVEY ON FILE IN BOOK 55 OF RECORDS OF SURVEY AT PAGE 57 THEREOF, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA; THENCE NORTH 89 DEG 31'26" EAST, RECORDED IN SAID RECORD OF SURVEY AS NORTH 89 DEG 54'36" EAST, ALONG THE NORTH LINE OF SAID SECTION 9, A DISTANCE OF 522.15 FEET TO THE NORTHWESTERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT BY DEED RECORDED DECEMBER 17, 1975 IN BOOK 8826 OF DEEDS AT PAGE 115 THEREOF, OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA AND THE TRUE POINT OF BEGINNING; THENCE NORTH 89 DEG 31' 26" EAST, CONTINUING ALONG THE NORTH LINE OF SAID SECTION 9, A DISTANCE OF 349.19 FEET; THENCE SOUTH 10 DEG 47'27" WEST, DEPARTING SAID NORTH LINE, A DISTANCE OF 71.07 FEET; THENCE SOUTH 53 DEG 18'49" WEST, A DISTANCE OF 1,048.98 FEET TO THE WEST LINE OF SAID SECTION 9 AND THE EAST LINE OF SAID SECTION 8; THENCE NORTH 01 DEG 23'50" WEST, RECORDED IN SAID RECORD OF SURVEY AS NORTH 01 DEG 00'41" WEST, ALONG THE WEST LINE OF SAID SECTION 9 AND THE EAST LINE OF SAID SECTION 8, A DISTANCE OF 11.20 FEET; THENCE NORTH 33DEG 50'51" WEST, DEPARTING THE WEST LINE OF SAID SECTION 9 AND THE EAST LINE OF SAID SECTION 8, A DISTANCE OF 74.01 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1,563.80 FEET, A RADIAL LINE AT SAID POINT BEARS NORTH 33 DEG 50'51" WEST; THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 15 DEG 45'42", AN ARC DISTANCE OF 430.19 FEET, A RADIAL LINE AT SAID POINT BEARS NORTH 49 DEG 36'33" WEST; THENCE SOUTH 49 DEG 36'33" EAST, A DISTANCE OF 11.58 FEET; THENCE NORTH 40 DEG 01 '38" EAST, A DISTANCE OF 25 FEET: THENCE NORTH 50 DEG 31'39" WEST, A DISTANCE OF 11.62 FEET TO TH

APN 0297-061-34:

THAT PTN E 1/2 NE 1/4 SEC 8 TP 1S R 2W DESC AS BEG AT A PT IN E LI SD SEC DISTANT ALG SD E LI S 01 DEG 01 MIN 00 SECONDS E 589.73 FT FROM NE COR SD SEC 8 TH SWLY 47.52 FT ALG A NON TANGENT CURVE CONCAVE NWLY HAVING A RADIUS OF 1563.80 FT AND A CENTRAL ANGLE OF 1 DEG 44 MIN 28 SECONDS THE BEG TANGENT THEREOF BEARING S 54 DEG 47 MIN 32 SECONDS W TH S 56 DEG 32 MIN 00 SECONDS W 1537.79 FT TO A PT IN W LI SE 1/4 NE 1/4 SD SEC DISTANT ALG SD W LI N 0 DEG 41 MIN 10 SECONDS W 1142.18 FT FROM SW COR OF SD SE 1/4 NE 1/4 TH ALG SD W LI S 0 DEG 41 MIN 10 SECONDS E 1142.18 FT TO SW COR THEREOF TH ALG S LI NE 1/4 SD SEC S 88 DEG 18 MIN 15 SECONDS E 1345.49 FT TO E 1/4 COR SD SEC 8 TH ALG E LI N 01 DEG 01 MIN 00 SECONDS W 2057.02 FT TO POB EX THEREFROM COM AT A PT IN ELI SD SEC 8 DISTANT ALG SD E LI S 01 DEG 01 MIN 00 SECONDS E 1780 FT FROM NE COR SD SEC TH S 68 DEG 06 MIN 26 SECONDS W 708 FT TO A PT IN CENTER OF GREENSPOT RD TH SLY ALG SD CENTER LI TO S LI NE 1/4 SD SEC 8 TH ALG SD S LI S 88 DEG 18 MIN 15 SECONDS E TO E 1/4 COR TH N 01 DEG 01 MIN 00 SECONDS W 866.75 FT ALG E LI SD SEC TO POB ALSO EXCEPT PORTIONS AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 9 AS SHOWN BY RECORD OF SURVEY ON FILE IN BOOK 55 OF RECORDS OF SURVEY AT PAGE 57 THEREOF, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA; THENCE NORTH 89 DEG 31'26" EAST, RECORDED IN SAID RECORD OF SURVEY AS NORTH 89 DEG 54'36" EAST, ALONG THE NORTH LINE OF SAID SECTION 9, A DISTANCE OF 522.15 FEET TO THE NORTHWESTERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT BY DEED RECORDED DECEMBER 17, 1975 IN BOOK 8826 OF DEEDS AT PAGE 115 THEREOF, OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA AND THE TRUE POINT OF BEGINNING; THENCE NORTH 89 DEG 31' 26" EAST, CONTINUING ALONG THE NORTH LINE OF SAID SECTION 9, A DISTANCE OF 349.19 FEET; THENCE SOUTH 10 DEG 47'27" WEST, DEPARTING SAID NORTH LINE, A DISTANCE OF 71.07 FEET; THENCE SOUTH 53 DEG 18'49" WEST, A DISTANCE OF 1,048.98 FEET TO THE WEST LINE OF SAID SECTION 9 AND THE EAST LINE OF SAID SECTION 8; THENCE NORTH 01 DEG 23'50" WEST, RECORDED IN SAID RECORD OF SURVEY AS NORTH 01 DEG 00'41" WEST, ALONG THE WEST LINE OF SAID SECTION 9 AND THE EAST LINE OF SAID SECTION 8, A DISTANCE OF 11.20 FEET; THENCE NORTH 33DEG 50'51" WEST, DEPARTING THE WEST LINE OF SAID SECTION 9 AND THE EAST LINE OF SAID SECTION 8, A DISTANCE OF 74.01 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1,563.80 FEET, A RADIAL LINE AT SAID POINT BEARS NORTH 33 DEG 50'51" WEST; THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 15 DEG 45'42", AN ARC DISTANCE OF 430.19 FEET, A RADIAL LINE AT SAID POINT BEARS NORTH 49 DEG 36'33" WEST; THENCE SOUTH 49 DEG 36'33" EAST, A DISTANCE OF 11.58 FEET; THENCE NORTH 40 DEG 01 '38" EAST, A DISTANCE OF 25 FEET: THENCE NORTH 50 DEG 31'39" WEST, A DISTANCE OF 11.62 FEET TO THE BEGINNING OF A NON-TANGE

EXHIBIT "2"



EXHIBIT "A"

APNs: 0297-061-34
0297-101-32

LEGAL DESCRIPTION

Portions of the northwest quarter of Section 9 and the northeast quarter of Section 8, Township 1 South, Range 2 West, San Bernardino Meridian, lying in the City of Highland, County of San Bernardino, State of California, being more particularly described as follows:

PARCEL 1

COMMENCING at the northwest corner of said Section 9 as shown by Record of Survey on file in Book 55 of Records of Survey at Page 57 thereof, Records of San Bernardino County, California;

Thence North 89°31'26" East, recorded in said Record of Survey as North 89°54'36" East, along the north line of said Section 9, a distance of 871.34 feet to the northeast corner of that certain parcel of land conveyed to San Bernardino Valley Municipal Water District by Corporation Grant Deed recorded June 24, 2014 as Document Number 2014-0226668, Official Records of San Bernardino County, California;

Thence South 10°47'27" West, departing the north line of said Section 9 and along the east line of said parcel of land conveyed to San Bernardino Valley Municipal Water District, a distance of 71.07 feet to an angle point and the **TRUE POINT OF BEGINNING**;

Thence continuing South 10°47'27" West, a distance of 370.86 feet;

Thence South 39°31'26" West, a distance of 625.66 feet;

Thence South 88°36'10" West, a distance of 368.10 feet to the west line of said Section 9;

Thence North 01°23'50" West, along the west line of said Section 9, a distance of 229.27 feet to the most southerly corner of said parcel of land conveyed to San Bernardino Valley Municipal Water District, said point being hereinafter referred to as Point "A";

Thence North 53°18'49" East, along the southeasterly line of said parcel of land conveyed to San Bernardino Valley Municipal Water District, a distance of 1048.98 feet to the **TRUE POINT OF BEGINNING**.

Contains 7.06 acres, more or less.

EXHIBIT "A"

APNs: 0297-061-34
0297-101-32

LEGAL DESCRIPTION
(Continued)

PARCEL 2

BEGINNING at hereinabove described Point "A":

Thence South 01°23'50" East, along the west line of said Section 9, a distance of 232.80 feet;

Thence South 64°50'09" West, departing said west line, a distance of 1152.09 feet to the easterly right-of-way line of Greenspot Road (variable width) as shown as Parcel 2 of deed recorded June 28, 2012 as Document Number 2012-0258906, Official Records of San Bernardino County, California, said point being on a curve, concave southwesterly, having a radius of 1630.00 feet, a radial line at said point bears South 64°10'55" West;

Thence northwesterly, along said curve and said easterly right-of-way line, through a central angle of 03°44'24", an arc distance of 106.40 feet, to the northwesterly line of that certain parcel of land conveyed to San Bernardino County Flood Control District as Parcel "A" by deed recorded December 17, 1975 in Book 8826 of Deeds at Page 115 thereof, Official Records of San Bernardino County, California, a radial line at said point bears South 60°26'31" West;

Thence North 56°08'35" East, along said northwesterly line, a distance of 1258.39 feet to the most westerly corner of said parcel of land conveyed to San Bernardino Valley Municipal Water District;

Thence South 33°51'14" East, along the westerly line of said parcel of land conveyed to San Bernardino Valley Municipal Water District, a distance of 74.00 feet to the west line of said Section 9;

Thence South 01°23'50" East, along the west line of said Section 9 and the westerly line of said parcel of land conveyed to San Bernardino Valley Municipal Water District, a distance of 11.20 feet to the **POINT OF BEGINNING**.

Contains 5.56 acres, more or less.

EXHIBIT "A"

APNs: 0297-061-34
0297-101-32

LEGAL DESCRIPTION
(Continued)

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



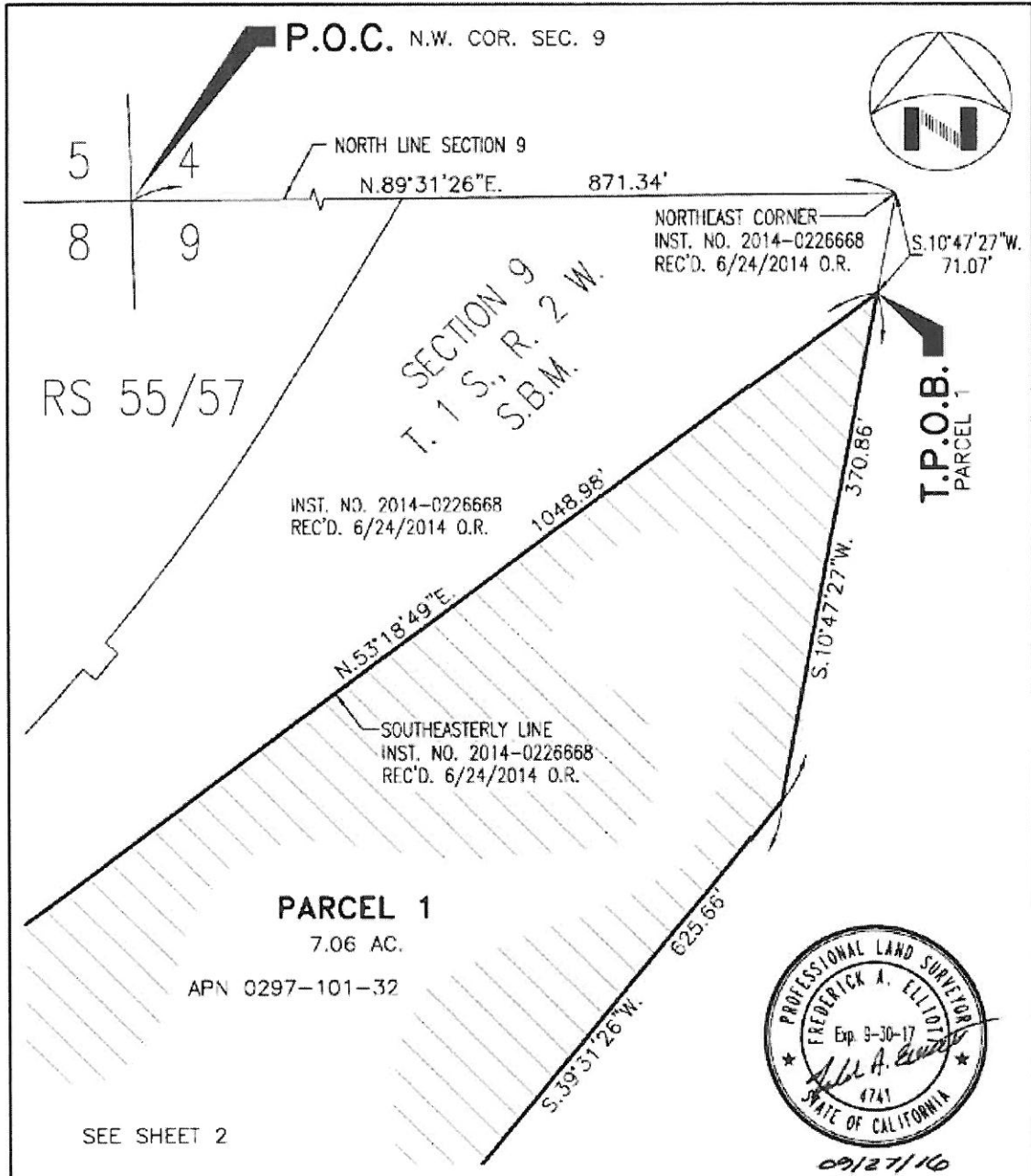
This description was prepared by me
or under my direction:

Frederick A. Elliott
Frederick A. Elliott, P.L.S. 4741


Date: Sept 27, 2016

Expiration Date: 09/30/2017

MWE/lge
LEGAL/967-5-Q
(9/27/2016)



This Plat is Solely an Aid in Locating the Parcel(s) Described in the Attached Document.

 KRIEGER & STEWART Engineering Consultants <small>3602 University Avenue • Riverside, CA 92501 www.kriegerandstewart.com • 951-694-6900</small>	SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT	EXHIBIT
	San Bernardino County Flood Control District ENHANCED SAR RECHARGE PROJECT A.P.N. 0297-101-32 & 0297-061-34	B
SCALE: 1"=100' DATE: 9/27/16 DRAWN BY: MWE CHECKED BY: FAE W.O.: 987-5	SHEET 1 OF 4	



LINE TABLE
 ① S.33°51'14"E., 74.00'
 ② S.01°23'50"E., 11.20'

MOST WESTERLY CORNER
 INST. NO. 2014-0226668
 REC'D. 6/24/2014 O.R.

RS 55/57

NORTHWESTERLY LINE
 PCL. 'A' BK.8826, PG.115
 REC'D 12/17/1975 O.R.

SEE SHEET 4

N.56°08'35"E.

1258.39'

P.O.B. PARCEL 2 PT. 'A'

232.80'

SEE SHEET 2

WEST LINE SEC. 9

PARCEL 2
 5.56 AC.

SECTION 8
 T. 1 S., R. 2 W.
 S.B.M.

S.64°50'09"W.

APN 0297-061-34

RS 87/25-31

EAST R/W LINE OLD GREENSPOT ROAD

30'

CENTERLINE OLD GREENSPOT ROAD
 PER R.S. 87/25-31.

R/W

This Plat is Solely an Aid in Locating the Parcel(s) Described in the Attached Document.



KRIEGER & STEWART
 Engineering Consultants

3602 University Avenue • Riverside, CA 92501
 www.kriegerandstewart.com • 951-684-6900

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

San Bernardino County Flood Control District
 ENHANCED SAR RECHARGE PROJECT
 A.P.N. 0297-101-32 & 0297-061-34

EXHIBIT

B

SCALE: 1"=100'

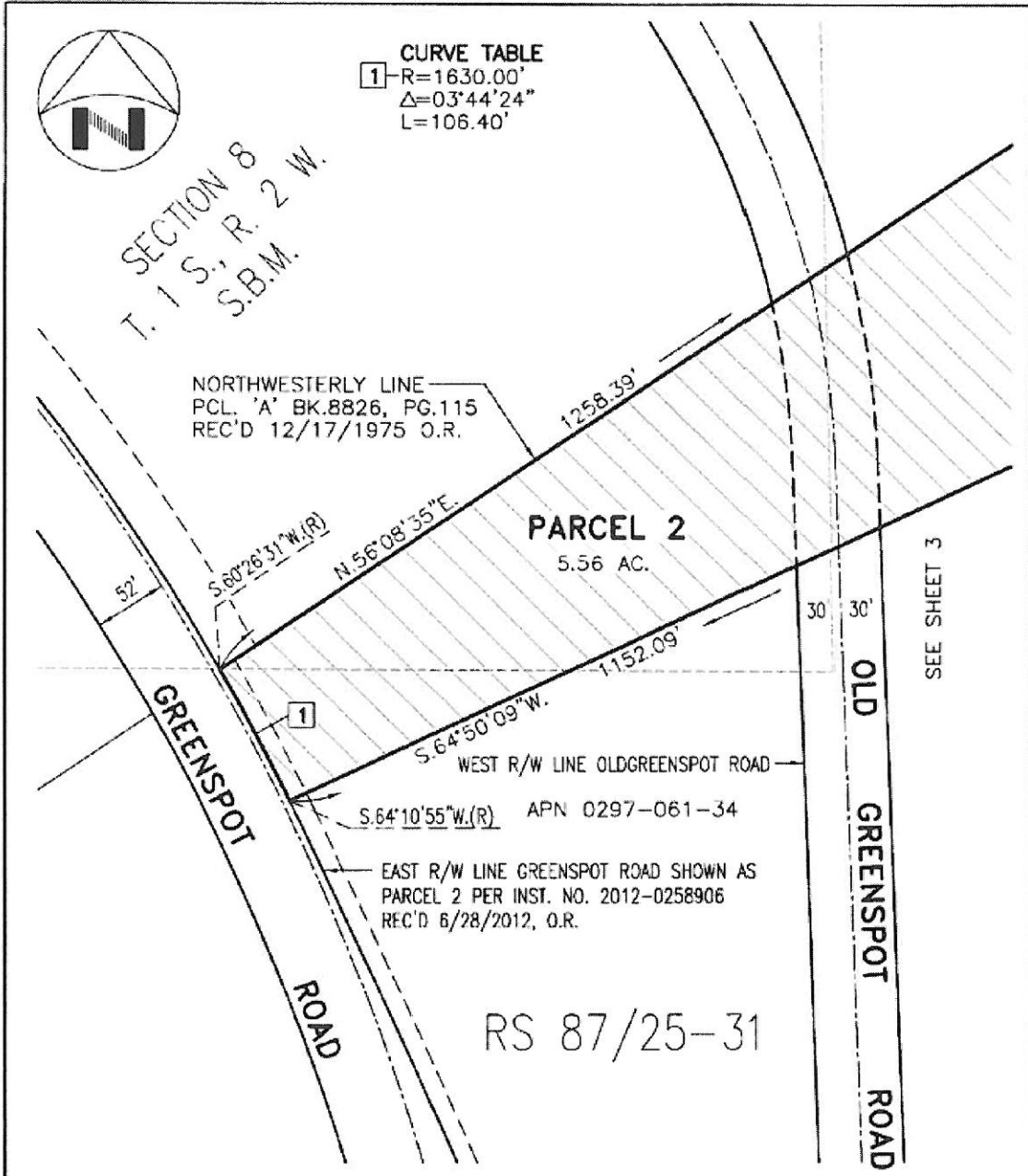
DATE: 9/27/16

DRAWN BY: MWE

CHECKED BY: FAE

W.O.: 967-5

SHEET 3 OF 4



This Plat is Solely an Aid in Locating the Parcel(s) Described in the Attached Document.

 **KRIEGER & STEWART**
 Engineering Consultants
 3903 University Avenue • Riverside, CA 92503
 www.kriegersandstewart.com • 951-504-4000

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

EXHIBIT

San Bernardino County Flood Control District
ENHANCED SAR RECHARGE PROJECT
 A.P.N. 0297-101-32 & 0297-061-34

B

SCALE: 1"=100'

DATE: 9/27/16

DRAWN BY: MWE

CHECKED BY: FAE

W.O.: 967-5

SHEET 4 OF 4

EXHIBIT "3"

<p>Recording Requested By: Bob Tincher</p> <p>When Recorded Mail Document and Tax Statement To: Bob Tincher San Bernardino Valley Municipal 380 E. Vanderbilt Way San Bernardino, CA 92408</p> <p>Record without fee subject to Gov't Code 6103 and 27383</p>		
<p>Project: Santa Ana River System No.: 3.101 Parcel No.: 82 & 83 Dept. Code: 11600</p>	<p>GRANT DEED</p>	<p>D.P. No.: 3.100/48 APN: Ptn 0297-101-32 and 0297-061-34 Date: October 20, 2016</p>

The undersigned grantor(s) declare(s):
DOCUMENTARY TRANSFER TAX \$0.00 Conveyance to Government Entity. R&T 11922

computed on full value of property conveyed, or
 computed on full value less liens and encumbrances remaining at the time of sale
 Unincorporated Area City of _____

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged.

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, does hereby grant to:

The San Bernardino Valley Municipal Water District, a Municipal Water District,

the following described **real property** in the City of Highland, County of San Bernardino, State of California:

See Exhibit "A", Legal Description, and Exhibit "B" plat, attached hereto and made a part hereof.

RESERVING unto the Grantor a non-exclusive, non-transferable Access Easement for vehicular ingress and egress, up to an empty ten-wheel, highway-rated rear dump truck (rear dump truck), over and along Grantee's access roads on lands within and adjoining the above-described property solely for purposes of access to and from Grantor's Santa Ana River System; provided, however, that such use shall not unduly interfere with Grantee's use of said lands. Vehicular ingress and egress of any vehicle heavier than an empty rear dump truck must be evaluated for potential impacts to Grantee's facilities by a licensed engineer registered in the State of California by Grantor and subsequently reviewed and approved, in writing, by Grantee. Grantee shall have no obligation to keep, construct, or maintain any particular access road at all or to any specified standards, and Grantor expressly assumes all risk related to Grantor's use of such access roads. Grantor shall indemnify, defend, and hold harmless Grantee and its directors, officers, employees, contractors, and agents for any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies of whatever nature, including reasonable attorneys' fees, arising out of or related to Grantor's use of such access roads. Any gates in said roads which are installed and locked by Grantee and used by Grantor shall be locked also by Grantor's locks so that either can lock or unlock the gates.

IN WITNESS WHEREOF Grantor has executed this Grant Deed the day and year written below and has agreed to be bound by the terms and provisions set forth in the Access Easement reserved herein.

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

By: _____

Name: James Ramos

Title: Chairman, Board of Supervisors

Date: _____

By signing below, Grantee agrees to be bound by the terms and provisions set forth in the Access Easement reserved herein.

GRANTEE: SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

DATE FILED & POSTED
Posted On: 11/16/2016
Removed On: 12/28/2016
Receipt No: 36-111616-759

Notice of Determination

Filing in Compliance with §21108 or 21152 of the Public Resources Code

Receipt Number _____

To: Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

From: County of San Bernardino
Department of Public Works
Environmental Management Division
825 E. Third Street, Room 123
San Bernardino, CA 92415-0835

Clerk of the Board of Supervisors
County of San Bernardino
385 North Arrowhead Avenue, Second Floor
San Bernardino, CA 92415-0130

Project Description

**Title: County of San Bernardino Flood Control District
Sale of Surplus Property to the SBVMWD**

Project Location:

Assessor Parcel Number 0297-101-32 and 0297-061-34,
containing approximately 12.35 acres located between
the Seven Oaks Dam and Greenspot Road in the City of
Highland.

Project Description:

Declaration of surplus property and the conveyance of fee
title of said property to the SBVMWD for implementation
of the Enhanced Recharge Facilities Project.

State Clearinghouse Number: 2002071062 and 2004051023

Harold Zamora, P.E.

Responsible Agency Contact Person

(909) 387-8109

Applicant

San Bernardino County Flood Control District

825 E. Third Street, Room 123

Address

San Bernardino, CA 92415-0835

(909) 387-8109

Phone

Representative

Michael Perry, Planner III

Name

Same As Applicant

Address

Same as Applicant

Phone

This is to advise that the San Bernardino County Flood Control District has approved the above described
 Lead Agency Responsible Agency

Project on November 15, 2016 with an effective date of December 16, 2016 and has made the following
Date Date

Determinations regarding the above project:

1. The project [will will not] have a significant effect on the environment.
2. An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.
 A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures [were were not] made a condition of the approval of the project.
4. A statement of Overriding Considerations [was was not] adopted for this project.
5. Findings [were were not] made pursuant to the provisions of CEQA.

This is to certify that in compliance CEQA Guidelines, Section 15096 (i) The San Bernardino County Flood Control District finds that based upon the review of the mitigation measures contained within the Santa Ana River Water Right Application for Supplemental Water Supply EIR, 2002 and the Upper Santa Ana River Wash Land Management and Habitat Conservation Plan EIR, 2004, and Addendum No. 1 and 2 as prepared by the SBVMWD, adequate mitigation has been provided to avoid direct and/or indirect environmental effects of the re-designed Recharge Project including the use of the Surplus Property to be conveyed to the SBVMWD.

Harold Zamora
Signature Harold Zamora, P.E.

Chief Environmental Mgmt. Div.
Title Date

Date received for filing at OPR: _____

NOV 16 2016
CLERK OF THE BOARD
SAN BERNARDINO COUNTY OF
NOV 16 2016



State of California - Department of Fish and Wildlife

2016 ENVIRONMENTAL FILING FEE CASH RECEIPT

DFW 753.5a (Rev. 12/15/15) Previously DFG 753.5a

RECEIPT NUMBER:

36 — 02042016 — 56

STATE CLEARINGHOUSE NUMBER (If applicable)

2002071062

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY San Bernardino Valley Municipal Water District (SBVWMD)	LEAD AGENCY EMAIL N/A	DATE 02/04/2016
COUNTY/STATE AGENCY OF FILING San Bernardino		DOCUMENT NUMBER N/A

PROJECT TITLE

Addendum No. 2 to the Final Environmental Impact Report Santa Ana River Water Right Application for Supplemental Water Supply, SCH No. 2002071062 for the Revisions to the Enhanced Recharge Facilities Project

PROJECT APPLICANT NAME San Bernardino Municipal Valley Water District	PROJECT APPLICANT EMAIL N/A	PHONE NUMBER (909) 387-9253
PROJECT APPLICANT ADDRESS 360 East Vanderbilt Way	CITY San Bernardino	STATE CA
		ZIP CODE 92408

PROJECT APPLICANT (Check appropriate box)

- Local Public Agency
 School District
 Other Special District
 State Agency
 Private Entity

CHECK APPLICABLE FEES:

- | | | | |
|--|------------|----|------|
| <input type="checkbox"/> Environmental Impact Report (EIR) | \$3,070.00 | \$ | 0.00 |
| <input type="checkbox"/> Mitigated/Negative Declaration (MND)(ND) | \$2,210.25 | \$ | 0.00 |
| <input type="checkbox"/> Certified Regulatory Program document (CRP) | \$1,043.75 | \$ | 0.00 |

- Exempt from fee
 - Notice of Exemption (attach)
 - CDFW No Effect Determination (attach) Fee previously paid (attach previously issued cash receipt copy)

- | | | | |
|---|----------|----|-------|
| <input type="checkbox"/> Water Right Application or Petition Fee (State Water Resources Control Board only) | \$850.00 | \$ | 0.00 |
| <input checked="" type="checkbox"/> County documentary handling fee | | \$ | 50.00 |
| <input type="checkbox"/> Other | | \$ | |

PAYMENT METHOD:

- Cash
 Credit
 Check
 Other

TOTAL RECEIVED \$ 50.00

SIGNATURE

X *S. Stubblefield*

AGENCY OF FILING PRINTED NAME AND TITLE

Stefanie Stubblefield, Deputy Clerk

RESOLUTION NO. 2016-213

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT DECLARING THAT THE CONVEYANCE OF 12.35 ACRES (PORTIONS OF APN's 0297-101-32 AND 0297-061-34) OF FLOOD CONTROL DISTRICT PROPERTY IS IN THE PUBLIC INTEREST, THE PROPERTY BEING CONVEYED IS NO LONGER NECESSARY FOR USE BY THE SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT, AND AUTHORIZE THE CONVEYANCE OF SAID PROPERTY TO THE SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT, A CALIFORNIA MUNICIPAL WATER DISTRICT

On Tuesday, November 15, 2016, on motion of Supervisor Hagman, and duly seconded by Supervisor Lovingood and carried, the following Resolution is adopted by the County of San Bernardino Board of Supervisors, acting in its capacity as the governing board (Board) of the San Bernardino County Flood Control District (District), County of San Bernardino, State of California.

WHEREAS, the District owns fee title to approximately 64 acres of land [APN's 0297-101-32 and 0297-061-34 (District Property)] in the City of Highland; and

WHEREAS, the District maintains the District Property as part of its regional flood control system; and

WHEREAS, the San Bernardino Valley Municipal Water District (SBVMWD) requested that the District convey a 12.35-acre portion (Property) of the District Property located east of Old Greenspot Road, South of Santa Ana Canyon Road, for the purposes of completing a water recharge facility redesign; and

WHEREAS, the District has reviewed the request from SBVMWD and determined that the conveyance of said Property is in the public interest and the land conveyed will not substantially conflict or interfere with the use of the District Property; and

WHEREAS, Real Estate Services Department (RESA) has reviewed the appraisal prepared by James Smothers, MAI, and agrees the Property has a value of \$164,800; and

WHEREAS, the District will convey the Property, in fee, to SBVMWD in accordance with the San Bernardino County Flood Control Act, California Water Code Appendix, Chapter 43, Section 43-6, and Government Code Section 25365, to the SBVMWD upon payment by the SBVMWD of \$164,800 to the District; and

WHEREAS, SBVMWD is the lead agency for the redesign project with respect to the California Environmental Quality Act (CEQA). Environmental Impact Reports and Addenda were prepared for this project pursuant to the provisions of CEQA and reflect the independent judgement of the Lead Agency. The County Environmental Management Division has reviewed the environmental record for this project and has determined that the potential impacts from granting the fee portions of District Property were also adequately addressed in SBVMWD's CEQA review and environmental record; and

WHEREAS, the Board of Supervisors acting as a responsible agency under CEQA will adopt the concurrently submitted Findings of Fact pursuant to CEQA and the State CEQA Guidelines which will fulfill the District's obligations under CEQA;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby declares that the conveyance of fee portions of APN's 0297-101-32 and 0297-061-34 is in the public interest and the property being conveyed is no longer necessary for use by the District, and authorizes the conveyance of the Property in accordance with the San Bernardino County Flood Control Act, Water Code Appendix, Chapter 43, Section 43-6 and Government Code Section 25365 to SBVMWD upon payment of \$164,800 to the District.

PASSED AND ADOPTED by the Board of Supervisors of the San Bernardino County Flood Control District, by the following vote:

AYES: SUPERVISORS: Robert A. Lovingood, Janice Rutherford, James Ramos,
Curt Hagman, Josie Gonzales

NOES: SUPERVISORS: None

ABSENT: SUPERVISORS: None

* * * * *

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN BERNARDINO)

I, **LAURA H. WELCH**, Clerk of the Board, County of San Bernardino, State of California, hereby certify the foregoing to be a full, true and correct copy of the record of the action taken by the San Bernardino County Board of Supervisors, by vote of the members present, as the same appears in the Official Minutes of said Board at its meeting of Tuesday, November 15, 2016. Item 63 jll

LAURA H. WELCH
Clerk of the Board of Supervisors

By _____
Deputy

Recording Requested By:

Bob Tincher

When Recorded Mail Document and Tax Statement To:

Bob Tincher
San Bernardino Valley Municipal
380 E. Vanderbilt Way
San Bernardino, CA 92408

Record without fee subject to
Gov't Code 6103 and 27383

Project: Santa Ana River
System No.: 3.101
Parcel No.: 82 & 83
Dept. Code: 11600

GRANT DEED

D.P. No.: 3.100/48
APN: Ptn 0297-101-32
and 0297-061-34
Date: October 20, 2016

The undersigned grantor(s) declare(s):

DOCUMENTARY TRANSFER TAX \$0.00 Conveyance to Government Entity. R&T 11922

- computed on full value of property conveyed, or
- computed on full value less liens and encumbrances remaining at the time of sale
- Unincorporated Area City of Highland

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, does hereby grant to:

The San Bernardino Valley Municipal Water District, a Municipal Water District,

the following described **real property** in the City of Highland, County of San Bernardino, State of California:

See Exhibit "A", Legal Description, and Exhibit "B" plat, attached hereto and made a part hereof.

RESERVING unto the **Grantor** a non-exclusive, non-transferable Access Easement for vehicular ingress and egress, up to an empty ten-wheel, highway-rated rear dump truck (rear dump truck), over and along **Grantee's** access roads on lands within and adjoining the above-described property solely for purposes of access to and from **Grantor's** Santa Ana River System; provided, however, that such use shall not unduly interfere with **Grantee's** use of said lands. Vehicular ingress and egress of any vehicle heavier than an empty rear dump truck must be evaluated for potential impacts to **Grantee's** facilities by a licensed engineer registered in the State of California by **Grantor** and subsequently reviewed and approved, in writing, by **Grantee**. **Grantee** shall have no obligation to keep, construct, or maintain any particular access road at all or to any specified standards, and **Grantor** expressly assumes all risk related to **Grantor's** use of such access roads. **Grantor** shall indemnify, defend, and hold harmless **Grantee** and its directors, officers, employees, contractors, and agents for any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies of whatever nature, including reasonable attorneys' fees, arising out of or related to **Grantor's** use of such access roads. Any gates in said roads which are installed and locked by **Grantee** and used by **Grantor** shall be locked also by **Grantor's** locks so that either can lock or unlock the gates.

IN WITNESS WHEREOF **Grantor** has executed this **Grant Deed** the day and year written below and has agreed to be bound by the terms and provisions set forth in the Access Easement reserved herein.

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

By: 

Name: James Ramos

Title: Chairman, Board of Supervisors

Date: 11-15-16

By signing below, **Grantee** agrees to be bound by the terms and provisions set forth in the Access Easement reserved herein.

GRANTEE: SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By: 

Name: Douglas Headrick

Title: General Manager/Chief Engineer

Date: 11/7/16

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 San Bernardino
On 11/7/16 before me, L. Hernandez, Notary Public
personally appeared Douglas D. Headrick
Name(s) of Signer(s)

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 L. Hernandez
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Grant Deed Document Date: 10/20/16
Number of Pages: 9 Signer(s) Other Than Named Above: none

Capacity(ies) Claimed by Signer(s)

Signer's Name: Douglas D. Headrick
Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other: Government

Signer's Name:
Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:

Signer Is Representing: San Bernardino Valley MWD General Manager

Signer Is Representing:

ACKNOWLEDGEMENT

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 San Bernardino } ss.

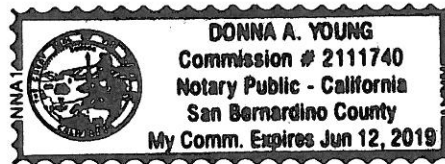
On November 15, 2016 before me, Donna A. Young,

Notary Public, personally appeared James Ramos,
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 signatures(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.

Donna A. Young
Signature



(seal)

OPTIONAL INFORMATION

Document Title _____

Date of Document _____

No. of Pages _____

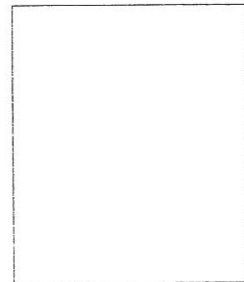
Type of Satisfactory Evidence:

- Personally Known
- Paper Identification
- Credible Witness(es)

Capacity of Signer

- Trustee(s)
- Power of Attorney
- CEO / CFO / COO
- President / Vice President / Secretary / Treasurer
- Other: _____

Thumbprint of Signer



No print available

Other: _____

RESOLUTION NO. 2016-212

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BERNARDINO, ACTING IN ITS CAPACITY AS THE GOVERNING BOARD OF THE SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT MAKING FINDINGS OF FACT AS A RESPONSIBLE AGENCY PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT IN CONNECTION WITH APPROVAL OF THE CONVEYANCE OF PORTIONS OF APN's 0297-101-32 AND 0297-061-34 TO THE SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT, A CALIFORNIA MUNICIPAL WATER DISTRICT

On Tuesday, November 15, 2016, on motion of Supervisor Hagman, duly seconded by Supervisor Lovingood and carried, the following resolution is adopted by the Board of Supervisors of the San Bernardino County Flood Control District, State of California.

BE IT RESOLVED, ORDERED AND FOUND by the Board of Supervisors of the San Bernardino County Flood Control District that:

Section 1. The Board of Supervisors finds that the following recitals are true and correct:

A. In July 2012, the San Bernardino Valley Municipal Water District ("SBVMWD"), acting as lead agency under the California Environmental Quality Act (Cal. Pub. Res. Code Section 21000 *et seq.*, hereinafter "CEQA"), prepared an addendum (Addendum No. 1) to the Final Environmental Impact Report for the Santa Ana River Water Right Application for Supplemental Water Supply (SCH#2002071062) and to the Final Environmental Impact Report for the Upper Santa Ana River Wash Land Management and Habitat Conservation Plan (SCH#2004051023) for an Enhanced Recharge Facilities Project (the "Project").

B. On February 25, 2014, the San Bernardino County Board of Supervisors authorized the conveyance of approximately 3.44 acres of vacant District land for the Project.

C. In January 2016, SBVMWD prepared Addendum No. 2 to the Final Environmental Impact Report for the Santa Ana River Water Right Application for Supplemental Water Supply, in support of a facility redesign to avoid power poles and sensitive riparian habitat of concern to the California Department of Fish and Wildlife ("CDFW").

D. The Project redesign requires the acquisition by SBVMWD of a 12.35-acres of District owned real property in fee, located at Greenspot Road, south of Santa Ana Canyon Road in the City of Highland, (portions of APNs 0297-101-32 and 0297-061-34) (hereinafter, the "Property").

E. In June of 2016, CDFW issued a Streambed Alteration Agreement to the SBVMWD that will allow implementation of the redesigned Project.

F. The Environmental Management Division of the San Bernardino County Flood Control District has completed a compliance review of the fee conveyance of the 12.35 acres pursuant to CEQA.

EXHIBIT "A"

**BOARD OF SUPERVISORS
OF THE
SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT**

CEQA RESPONSIBLE AGENCY FINDINGS

**REGARDING THE
SALE OF SURPLUS PROPERTY**

October 1, 2016

A. INTRODUCTION

The Board of Directors of the County of San Bernardino Flood Control District ("FCD Board") in taking action to declare surplus property and convey in fee title, portions of Assessor Parcel Number 0297-101-32 and 0297-061-34 (See Exhibit A; "Surplus Property"), to the San Bernardino Valley Municipal Water District ("SBVMWD") has considered the environmental review documents certified and adopted by the SBVMWD acting as the Lead Agency under the California Environmental Quality Act ("CEQA"). The SBVMWD project for which the conveyance is requested is identified in the CEQA documents, described below, as the "Enhanced Recharge Facilities Project" ("Recharge Project") which is intended to add additional recharge facilities to an operating water diversion recharge system that are needed to capture and recharge up to 80,000 acre feet per year of local stormwater. (See Exhibit B.) Recharge of stormwater is a primary water management strategy of the Upper Santa Ana River Watershed Integrated Regional Water Management Plan ("IRWMP"). The SBVMWD last approved modifications to this Recharge Project on February 2, 2016. In order to implement the Recharge Project, SBVMWD requires various subsequent discretionary permits and other actions by other state, federal, and local agencies, including this declaration of surplus property by the FCD Board.

**B. DESCRIPTION OF THE DISCRETIONARY ACTION BEFORE THE
FCD BOARD**

The discretionary action before the FCD Board is the declaration of surplus property and the conveyance of fee title of that property to SBVMWD so that it can implement its Recharge Project. The Surplus Property owned by FCD, consisting of portions of Assessor Parcel Number

0297-101-32 and 0297-061-34, contains approximately 12.35 acres and is located between the Seven Oaks Dam and Greenspot Road in the City of Highland. (See Exhibit A) The Surplus Property is primarily vacant and is used as a water course from the Seven Oaks Dam to downstream basins. Certain portions of the Surplus Property are disturbed by Greenspot Road. The conveyed Surplus Property will be used by the SBVMWD for enhanced water recharge facilities along the Santa Ana River floodplain consisting primarily of a diversion structure and a sedimentation basin, as depicted on Exhibit B. The future use of the Surplus Property will be essentially the same as the existing use and will continue to be used to convey water from the Dam to downstream basis after de-silting in the new sedimentation basin. The FCD Board in considering this discretionary action is acting as a Responsible Agency under the California Environmental Quality Act (CEQA) Section 15096.

C. ENVIRONMENTAL REVIEW BY CEQA LEAD AGENCY SBVMWD¹

SBVMWD is a regional water agency formed in 1964 to provide long-range water supply management for the San Bernardino Valley. In this capacity, SBVMWD provides water to its service area through participation with the State Water Project and the management of groundwater storage within its 353 square mile coverage area. SBVMWD monitors ground water supplies and basins and groundwater recharge, and coordinates water deliveries to retailers purveyors in its service area. The area serviced by SBVMWD includes the eastern two-thirds of the San Bernardino Valley including unincorporated portions and the cities of Bloomington, Colton, Grand Terrace, Highland, Loma Linda, Redlands, Rialto, San Bernardino, and Yucaipa.

To increase the amount of stormwater that can be captured and recharged, the SBVMWD plans to construct a new facility along the Santa Ana River. The benefit of the proposed facility would be water conservation, an increase in efficiency in storm water capture, storage, clean-up and treatment, and operational flexibility in water management.

In July 2012, SBVMWD prepared an addendum (“Addendum No. 1”) to the Final Environmental Impact Report for the Santa Ana River Water Right Application for Supplemental Water Supply, (SCH No. 2002071062); and to the Final Environmental Impact Report for the Upper Santa Ana River Wash Land Management and Habitat Addendum No. 1 was prepared to allow construction of additional enhanced recharge facilities to divert, convey and recharge of up to 500 cubic feet per second (cfs) of available runoff from the Santa Ana River.

Subsequently, SBVMWD re-designed a portion of the proposed Recharge Project to avoid power poles and sensitive riparian habitat of concern to the California Department of Fish and Wildlife (“CDFW”). In support of the facility re-design, SBVMWD prepared Addendum No. 2 in January 2016, for the SBVMWD Board’s consideration and approval of the modified facilities design and possible consideration and approval of construction contracts in support of the re-designed Recharge Project. In June of 2016, CDFW issued a Streambed Alteration Agreement to the SBVMWD that will allow implementation of the re-designed Recharge Project.

¹ The following facts have been summarized from the CEQA documentation prepared by SBVMWD and reviewed by FCD.

This re-designed Recharge Project will require approximately 12.35 acres of additional lands owned by FCD for use as a sedimentation basin and placement of a diversion structure, discussed above. Thus, SBVMWD has asked FCD to grant a conveyance of lands necessary for the construction of the re-designed Recharge Project.

FCD conducted a comprehensive review of the re-designed Recharge Project entitlement documentation to assess site specific environmental issues, such as air quality, biology, and cultural resources. This document review included the two certified EIRs, identified above, as well as the Addendum documents and the technical studies contained in the previously identified EIRs, and Addendums No. 1 and 2. In addition, FCD utilized the SBVMWD-prepared San Bernardino Kangaroo Rat Presence/Absence Survey Report (August 2013), and Focused Non-Breeding Period Survey for Coastal California Gnatcatcher Report (March 2015) which were prepared in support of a CDFW issued Streambed Alteration Agreement, in their review. These documents represent the foundation by which the FCD Board is evaluating its CEQA responsibilities in relation to the conveyance of the Surplus Property to SBVMWD.

Both EIRs identified potentially unavoidable significant biological resource impacts from implementing the Proposed Project discussed therein. The Santa Ana River Water Right Applications for Supplemental Water Supply, Final EIR, analyzes the biological resource impacts of the Water Right Application Project on pages 3.3-1 through 3.3-64. Within that document, the 2007 Final EIR concluded that even with mitigation, some biology resource impacts would remain significant and unavoidable. The biological resource evaluation is comprehensive and addresses the project's direct biological resource impacts related to construction, and downstream indirect impacts of diverting up to 1,500 cubic feet per second (cfs) of additional flows from the Santa Ana River for recharge in the expanded recharge facilities identified in the Enhanced Recharge Facilities Project description. Overall, the 2007 Final EIR presented 21 environmental findings for biological resource impacts relating to the proposed Enhanced Recharge Facilities Project and its proposed diversion of up to 500 cfs of stormwater. The specific impact thresholds used in the Final EIR are summarized in Table 3.3-4 of the Final EIR.

The recharge sites were evaluated as part of the Upper Santa Ana River Wash Land Management and Habitat Conservation Plan EIR, 2004. The discussion of biological resource impacts is presented on pages 4.4-1 through 4.4-57 of that EIR. The potential impacts of the proposed new recharge areas identified in the Enhanced Recharge Project are specifically discussed on pages 4.4-23 through 4.4-31. The Upper Santa Ana River Wash Land Management and Habitat Conservation Plan EIR evaluates the potential biological resource impacts regarding "The future water conservation facilities would be located within the Water Conservation lands (749 acres) identified as Phases 1 and 2 plus an additional 165 acres within northeastern portion of Section 12 identified as Phase 3."

Findings of unavoidable significant adverse biological resource impacts were reached after applying extensive mitigation measures identified in the Final EIRs; 10 measures in the Final Water Right Application EIR and another 16 measures in the Wash Plan EIR. As identified within the EIRs, Addendums No. 1 and No. 2, and the CDFW issued Streambed Alteration Agreement; SBVMWD is committed to implement the applicable measures discussed therein. In

addition, current biological resource surveys indicate that construction of the proposed Enhanced Recharge Facilities Project will not adversely impact certain sensitive species, including Santa Ana River woollystar, slender-horned spineflower, and coastal California gnatcatcher. The population of San Bernardino kangaroo rat within the Project area was determined to be low.

The relative impacts to the biological resources identified in the two EIRs, and the relative impact of the re-designed Recharge Project on sensitive resources is less than originally forecast. This conclusion is based upon the original impact assessment based on the original design of the project and proposed mitigations measures but now includes restoration of a younger stage of Riversidean alluvial fan sage scrub within the recharge area. The re-designed Recharge Project will result in enhanced habitat for pioneer plant species and SBKR. The only change in the biology resources since 2007 is that the 2002 SBKR critical habitat area is now in place, instead of the 2007 critical habitat designation. This issue was discussed in the EIRs and it does not change the assumptions in the EIRs because they relied upon the 2002 critical habitat designation. Overall, the biology impacts of the re-designed Recharge Project will not be as severe as originally identified in the EIRs, but should still be considered significant and adverse.

The Water Rights Application EIR examined cultural resources, primarily historical resources, within the area of potential effect of the proposed recharge facilities. This CEQA evaluation identified a variety of potential effects on historical resources, of which only the potential modifications to the Cuttle Weir Dam was identified as being a potential unavoidable significant adverse impact. For all other impacts mitigation is available (measures CR-1 through CR-4) to reduce potentially significant historical resource impacts to a less than significant impact level.

The analysis of cultural resources within the Wash Plan EIR area was very broad and it essentially concluded that until specific water conservation facility locations are identified, it would be speculative to examine cultural resource impacts in detail. This was after noting that there are important historical resources located within the project area due to historical water management activities. Since the original cultural resources evaluations, the SBVMWD has completed modifications to Cuttle Weir and recorded its historic values/qualities. Based on the recent cultural resources investigation conducted by the SBVMWD, the re-designed Recharge Project area of potential effect (APE) does not contain any significant cultural resources and with implementation of mitigation, no new significant cultural resources impacts are forecast to result from implementing the re-designed Recharge Project.

D. RESPONSIBLE AGENCY FINDINGS

CEQA Guideline 15096 provides that a Responsible Agency, such as FCD, complies with CEQA by considering the EIRs, Addendums, and CDFW Streambed Alteration Agreement and subsequent biological studies prepared by the Lead Agency, and by reaching its own conclusions on whether and how to approve the discretionary action before the Responsible Agency. The FCD Board must make its independent determination pursuant to CEQA before approving the conveyance of the Surplus Property.

Based on the review of the mitigation measures contained within the EIRs and Addendum No. 1 and 2, adequate mitigation has been provided to avoid direct and/or indirect environmental

effects of the re-designed Recharge Project including the use of the Surplus Property to be conveyed to the SBVMWD.

The FCD Board hereby concludes that relative to the biological and cultural impacts forecast in the two EIRs, and the two Addendums, no new significant adverse change or effect is forecast to occur, and no additional mitigation is required to support the FCD Board's consideration under CEQA of the grant of conveyance in fee of the Surplus Property that will, in part, allow for implementation of the SBVMWD re-designed Recharge Project.

EXHIBIT "A" TO FINDINGS

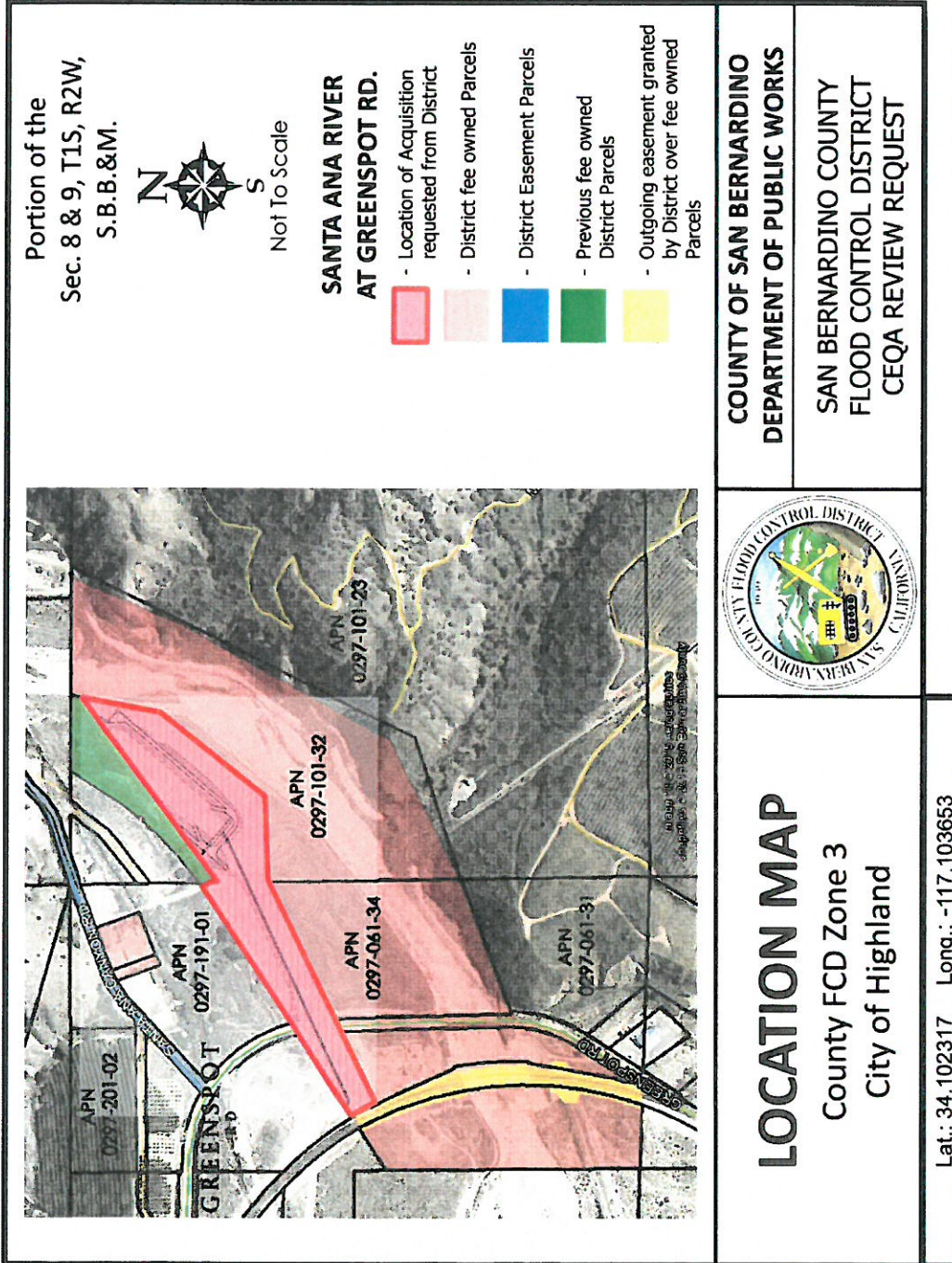
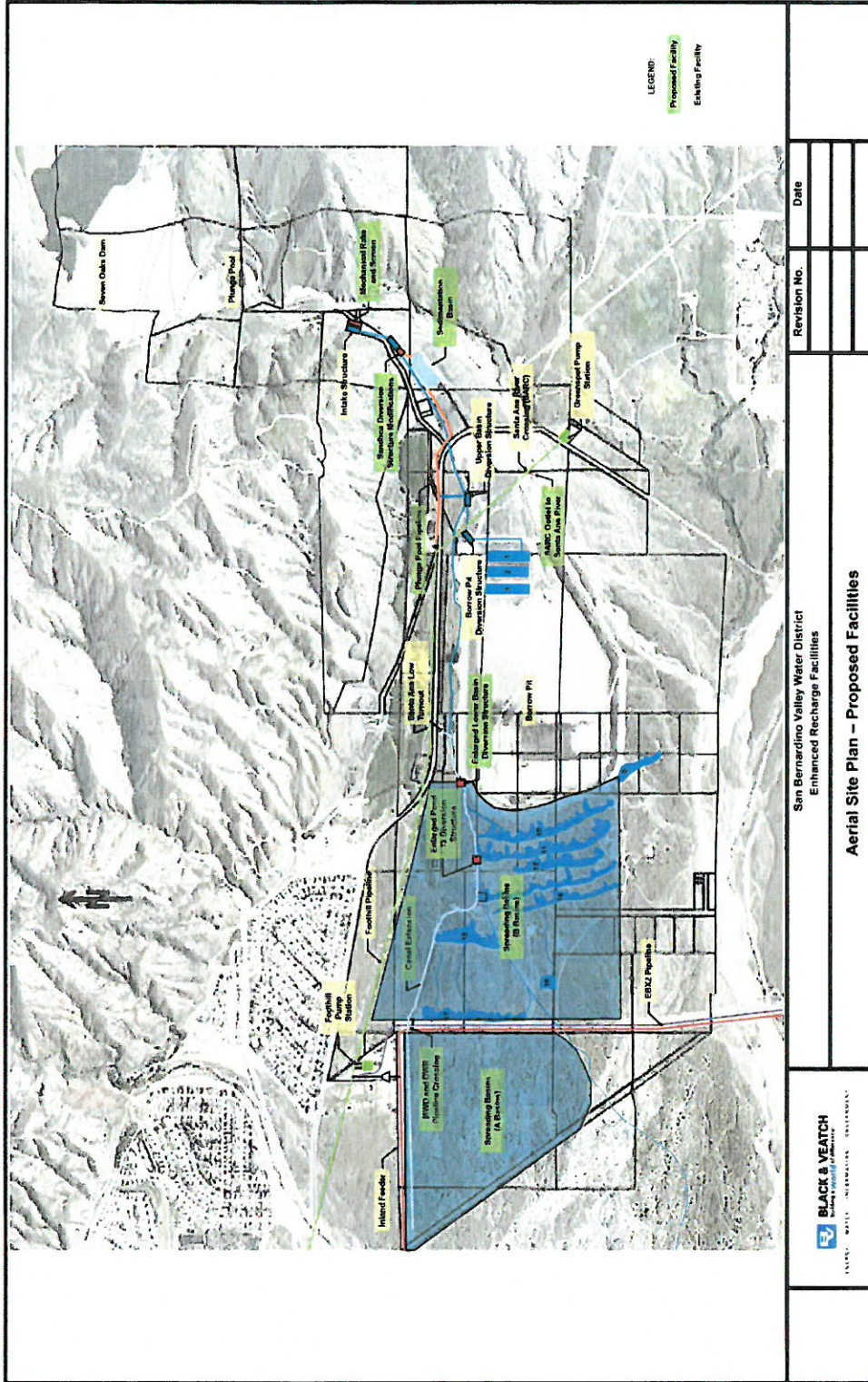


Exhibit A

EXHIBIT "B" TO FINDINGS



San Bernardino Valley Water District Enhanced Recharge Facilities		Revision No.	Date
Aerial Site Plan – Proposed Facilities			
 <small>WATER · ENERGY · ENVIRONMENTAL · CONSTRUCTION</small>			

Exhibit B

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF THE SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT
AND RECORD OF ACTION**

November 15, 2016

**FROM: GERRY NEWCOMBE, Director
Flood Control District**

**TERRY W. THOMPSON, Director
Real Estate Services Department**

**SUBJECT: CONVEYANCE OF PROPERTY TO THE SAN BERNARDINO VALLEY
MUNICIPAL WATER DISTRICT**

RECOMMENDATION(S)

Acting as the governing body of the San Bernardino County Flood Control District (District):

1. Approve Appraisal No. 16-34, dated November 30, 2015, prepared by Smothers Appraisal, a copy of which is on file with the Real Estate Services Department.
2. Adopt **Resolution No. 2016-212** making findings of fact as a responsible agency pursuant to the California Environmental Quality Act (CEQA) in connection with the approval of the conveyance of fee property to the San Bernardino Valley Municipal Water District (SBVMWD), and directing the Clerk of the Board to post the Notice of Determination as required under CEQA.
3. Adopt **Resolution No. 2016-213** declaring the conveyance of San Bernardino County Flood Control District (District) property [portions of Assessor Parcel Numbers (APNs) 0297-101-32 and 0297-061-34], totaling 12.35 acres of vacant land in the City of Highland, is in the public interest; the fee portions of the land conveyed will not substantially conflict or interfere with the use of the remaining property by the District; and authorize the conveyance of said 12.35 acres to SBVMWD for a water recharge system in accordance with the San Bernardino County Flood Control Act, California Water Code Appendix, Chapter 43, Section 43-6, and Government Code Section 25365, upon payment of \$164,800 to the District (Four votes required).
4. Authorize the Chairman of the Board of Supervisors to execute the Purchase and Sale **Agreement No. 16-909** and Escrow Instructions and Grant Deed to convey said 12.35 acres to SBVMWD.
5. Authorize the Director of the Real Estate Services Department to execute any other documents necessary to complete this transaction.

(Presenter: Terry W. Thompson, Director, 387-5252)

COUNTY AND CHIEF EXECUTIVE OFFICER GOALS AND OBJECTIVES
Pursue County Goals and Objectives by Working with Other Agencies.

w/ resolutions
cc: RESD-Thompson w/ agree, deed & NOD
Contractor c/o RESD w/ agree
ATC-Accts Pay Mgr w/ agree
Flood-Newcombe; Blakeslee
CAO-Garth
RESD-Lowe
File - w/ agree
jll 12/05/16

ITEM 63

Record of Action of the Board of Supervisors

**APPROVED (CONSENT CALENDAR)
COUNTY OF SAN BERNARDINO
County Flood Control District**

MOTION	<u>SECOND</u>	<u>AYE</u>	<u>AYE</u>	<u>MOVE</u>	<u>AYE</u>
	1	2	3	4	5

LAURA H. WELCH, CLERK OF THE BOARD

BY _____

DATED: November 15, 2016

**CONVEYANCE OF PROPERTY TO THE SAN
BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
NOVEMBER 15, 2016
PAGE 2 OF 3**

FINANCIAL IMPACT

Approval of the recommended actions will not result in the use of Discretionary General Funding (Net County Cost). The District will receive total revenue (RFL 093) in the amount of \$164,800, plus the reimbursement of administrative processing fees, estimated to be \$20,000, for the conveyance of 12.35 acres in fee to SBVMWD. The District will not be responsible for any ongoing maintenance and liability associated with the property conveyed to SBVMWD.

BACKGROUND INFORMATION

Approval of this item will declare 12.35 acres of District property no longer necessary to be retained for District purposes and authorize the sale of said property to SBVMWD for \$164,800 plus administrative processing fees estimated to be \$20,000.

SBVMWD is a regional water agency providing long-range water supply management to the San Bernardino Valley. In 2012, the SBVMWD Enhanced Recharge Facilities Project (Project) was approved to add facilities to an operating recharge system in the Santa Ana River floodplain to capture and recharge storm water. On February 25, 2014 (Item No. 61), the San Bernardino County Board of Supervisors authorized the conveyance of approximately 3.44 acres of vacant District land for the Project. SBVMWD subsequently redesigned a portion of the facilities to protect sensitive wildlife habitat. The Project redesign requires a 12.35-acre fee portion of approximately 64 acres of District land (APNs 0297-101-32 and 0297-061-34) located east of Old Greenspot Road, south of Santa Ana Canyon Road, in the City of Highland.

The District has reviewed SBVMWD's request to acquire the 12.35-acre portion of District property and determined that the conveyance would not negatively impact the District's related flood control operations. The District is reserving an easement for access over the property should an unforeseen occurrence prevent District's access into the Santa Ana River. RESD reviewed the appraisal prepared by James Smothers, MAI of Smothers Appraisal, and concurred with the value conclusion of \$164,800. The District requested the Real Estate Services Department (RESD) complete the transaction.

The District can convey the fee interest in the 12.35 acres to the SBVMWD in accordance with the San Bernardino County Flood Control Act, California Water Code Appendix, Chapter 43, Section 43-6, and Government Code Section 25365 of the State of California.

SBVMWD is the lead agency for the Project with respect to CEQA. Environmental Impact Reports, and Addenda, were prepared for the Project pursuant to the provisions of CEQA and reflect the independent judgement of the Lead Agency, copies of which are on file with the Department of Public Works Environmental Management Division. Upon adoption, the resolution making findings of fact as a responsible agency pursuant to CEQA will authorize and direct that a Notice of Determination be filed with the Clerk of the Board of Supervisors within five County business days of the date of the adoption of the resolution. Such filing will fulfill the District's obligation under CEQA with respect to the conveyance of the property.

PROCUREMENT

Not applicable.

**CONVEYANCE OF PROPERTY TO THE SAN
BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
NOVEMBER 15, 2016
PAGE 3 OF 3**

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Robert Messinger, Deputy County Counsel, and Sophie Akins, Deputy County Counsel, 387-5455) on October 21, 2016; District (Kevin Blakeslee, Deputy Director, Public Works, Flood Control District, 387-7916) on October 19, 2016; Finance (Debbie Garth, Administrative Analyst, 387-5426 and Janet Lowe, Assistant Director, Real Estate Services Department, 387-5252) on October 24, 2016; and County Finance and Administration (Mary Jane Olhasso, Assistant Executive Officer, 387-4599) on October 26, 2016.

(BJO: 659-4676)