

FORM APPROVED COUNTY COUNSEL  
 BY: GREGORY P. PRIAMOS  
 DATE: 9/11/14

Departmental Concurrence

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

613B



**FROM:** General Manager-Chief Engineer

**SUBMITTAL DATE:**  
 September 30, 2014

**SUBJECT:** Adopt Resolution No. F2014-39 Authorization to Convey Easement Interest in Real Property Over Portions with APNs 480-040-029 and 480-040-038 to Western Riverside County Regional Conservation Authority by Conservation Easement Deed; CEQA Findings of Exemption; Warm Springs Valley - French Valley Channel, Project No. 7-0-00205; District 3/District 3 [\$0]

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

1. Finds that the Project is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15301 and Section 15061(b)(3);
2. Adopt Resolution No. F2014-39 Authorization to Convey Easement Interest in Real Property over a portion of APNs 480-040-029 and 480-040-038 to Western Riverside County Regional Conservation Authority by Conservation Easement Deed, located in the unincorporated French Valley area in the County of Riverside, California;
3. Authorize the Chairman to execute the Conservation Easement Deed in favor of Western Riverside County Regional Conservation Authority; and
4. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk upon approval of the conveyance.

**BACKGROUND:**

**Summary**  
 See Page 2

AU:rlp  
 163383

WARREN D. WILLIAMS  
 General Manager-Chief Engineer

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET DISTRICT COST	\$ 0	\$ 0	\$ 0	\$ 0	

**SOURCE OF FUNDS:** N/A

**Budget Adjustment:** No

**For Fiscal Year:**

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

APPROVE

BY:   
 Steven C. Horn

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

- Positions Added
- Change Order
- A-30
- 4/5 Vote

Prev. Agn. Ref.: 11.6 10/30/2007 | District: 3<sup>rd</sup>/3<sup>rd</sup> | Agenda Number:

11-6

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

**FORM 11:** Adopt Resolution No. F2014-39 Authorization to Convey Easement Interest in Real Property Over Portions with APN's 480-040-029 and 480-040-038 to Western Riverside County Regional Conservation Authority by Conservation Easement Deed; CEQA Findings of Exemption; Warm Springs Valley - French Valley Channel, Project No. 7-0-00205; District 3/District 3 [\$0]

**DATE:** September 30, 2014

**PAGE:** Page 2 of 3

**Summary (continued)**

Brookfield Land Company, Inc. (Brookfield) was conditioned to construct necessary flood control improvements with the development of their subdivision Tract Map 30069-1, which is located in the unincorporated French Valley area. The District and Brookfield entered into a Cooperative Agreement approved by the Board on November 4, 2003 and Amendment No. 1 to the Cooperative Agreement on October 23, 2007 (Agreements). Upon completion of the improvements Brookfield conveyed the fee title to APNs 480-040-029 and 480-040-038 (Property) to the District, as referenced in the Agreements. The District was granted the fee title per Instrument Nos. 2006-0303730 and 2006-0303731 on April 27, 2006, which consists of approximately 19.14 acres, known as RCFC Parcel Nos. 7205-500 and 7205-501, respectively.

State and federal regulatory agencies required Brookfield to establish a mitigation site within the Property and for it to be protected by a conservation easement as referenced in the original issuance of 1) the Department of the Army Permit No. 200201589-DLC; 2) Clean Water Act Section 401 Water Quality Certification No. 02C-056 ("401 Certification"); 3) Section 1602 Lake and Streambed Alteration Agreement Notification No. 6-2002-073 ("Streambed Alteration Agreement") (collectively the "Permits"), and 4) the Mitigation and Monitoring Plan for the Project whereby a mitigation site shall remain in place and certain monitoring and maintenance activities and placement of a conservation easement shall occur over the mitigation site. The proposed conservation easement area for this mitigation site is within the earthen bottom flood control channel. On October 30, 2007, per Board Item 11.6, the District was authorized and granted Western Riverside County Regional Conservation Authority, (WRCRCA) an Irrevocable Offer of Dedication for conservation purposes, and the document was recorded January 25, 2008 as Instrument Number 2008-0040446. The rights granted therein included approximately 1.227 acres.

Due to the original location of the conservation easement, the District was having difficulty maintaining the earthen bottom channel and associated flood control improvements and it obstructed some of the area necessary to keep the lines, grades and structural integrity of the facility. Brookfield obtained revisions to the environmental permits to allow the necessary maintenance and revise the easement area. In order for Brookfield and the District to fulfill the environmental permits, the District and WRCRCA have negotiated a revised conservation easement area. District is requesting this new Conservation Easement be granted to WRCRCA via a Conservation Easement Deed subject to the exceptions noted in the attached Title Report dated June 4, 2014, Policy Number 614671680, issued by Lawyers Title Company, Riverside, CA, replacing the 2008 Irrevocable Offer of Dedication and the District shall retain all other rights and interests for its existing facilities.

Pursuant to the California Water Code Appendix §48-9, the Board of Supervisors for the District has the power to grant any interest in real property it owns to public agencies where such grant does not interfere with the use of the real property for the purposes of the District. Staff has evaluated and determined that the conveyance of the easement interest to WRCRCA will not interfere with the use of the property for the purposes of the District as we are improving our maintenance rights and protecting the conservation value.

Pursuant to the California Environmental Quality Act (CEQA), the conveyance of the easement interest ("Project") was reviewed and determined to be categorically exempt from CEQA under CEQA Guidelines Sections 15301, Class 1 - Existing Facilities and 15061(b)(3). The proposed Project is merely a transfer of an easement to clarify existing rights and revised legal description to the previously irrevocable offer of dedication of an easement interest to another public agency and will not prompt physical changes to the environment or the land. The expanded easement interest is minimal and flood control facilities already exist upon the surface of the property.

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

**FORM 11:** Adopt Resolution No. F2014-39 Authorization to Convey Easement Interest in Real Property Over Portions with APN's 480-040-029 and 480-040-038 to Western Riverside County Regional Conservation Authority by Conservation Easement Deed; CEQA Findings of Exemption; Warm Springs Valley - French Valley Channel, Project No. 7-0-00205; District 3/District 3 [\$0]

**DATE:** September 30, 2014

**PAGE:** Page 3 of 3

In addition, the project is exempt under CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the activity in question will have a significant effect on the environment. It is merely a transfer of title for an easement and will not prompt physical changes to the Property.

Resolution No. F2014-39 has been approved as to form by County Counsel.

**Impact on Residents and Businesses**

This project is a conveyance to a public agency and there is no impact to the Residences or Business.

**ATTACHMENTS (if needed, in this order):**

1. Resolution No. F2014-39
2. The Permits
3. Title Report date June 4, 2014
4. Notice of Exemption

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

RESOLUTION NO. F2014-39

AUTHORIZATION TO CONVEY EASEMENT INTEREST IN REAL PROPERTY PORTIONS WITH ASSESSOR'S PARCEL NUMBERS 480-040-029 AND 480-040-038 TO WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY BY CONSERVATION EASEMENT DEED WARM SPRINGS VALLEY – FRENCH VALLEY CHANNEL PROJECT NO. 7-0-00205

WHEREAS, the Riverside County Flood Control and Water Conservation District ("District"), is the owner of certain fee interest in real property located in the unincorporated French Valley area, County of Riverside, State of California, property consisting of approximately 19.14 acres of land, within the Warm Springs Valley – French Valley Channel Project, with Assessor's Parcel Numbers 480-040-029 and 480-040-038, also referenced as RCFC Parcel Nos. 7205-500 and 7205-501 ("Property"), respectively; and such Property was granted to the District as a condition of development of Tract Map 30069-1 by Brookfield Land Company, Inc (Brookfield); and

WHEREAS, District owns, operates and maintains the earthen bottom flood control channel within the Property; and

WHEREAS, state and federal regulatory agencies required Brookfield, the predecessor of the Property to the District, to establish a mitigation site within the Property and for it to be protected by a conservation easement as referenced in the original issuance of 1) the Department of the Army Permit No. 200201589-DLC; 2) Clean Water Act Section 401 Water Quality Certification No. 02C-056 ("401 Certification"); 3) Section 1602 Lake and Streambed Alteration Agreement Notification No. 6-2002-073 ("Streambed Alteration Agreement") (collectively the "Permits"), and 4) the Mitigation and Monitoring Plan for the Project whereby a mitigation site shall remain in place and certain monitoring and maintenance activities and placement of a conservation easement shall occur over the mitigation site; and

WHEREAS, Western Riverside County Regional Conservation Authority ("WRCRCA") was granted an Irrevocable Offer of Dedication ("IOD") for conservation purposes on December

FORM APPROVED COUNTY COUNSEL  
BY: Synthia M. Gunzel 9-18-14  
DATE  
SYNTHIA M. GUNZEL

1 11, 2007 and recorded on January 25, 2008 as Instrument Number 2008-0040446 to fulfill state  
2 and federal regulatory agencies permits ("Permits") requirements for a mitigation site and for it  
3 to be protected by a conservation easement; and

4 WHEREAS, the original location of the conservation easement obstructed some of the  
5 area required by the District to maintain the earthen bottom channel to keep the lines, grades and  
6 structural integrity of the facility; and

7 WHEREAS, Brookfield obtained revisions to the Permits to clarify the limited  
8 maintenance responsibilities within the conservation easement and to revise the easement area;  
9 and

10 WHEREAS, the District and WRCRCA have negotiated the revised Conservation  
11 Easement to replace the existing IOD and fulfill the conditions of the Permits and the District  
12 desires to convey an easement interest over a portion of the Property to WRCRCA, as legally  
13 described in Exhibit "A" and shown on Exhibit "B", referred to as RCFC Parcel Nos. 7205-500B  
14 and 7205-501B, attached hereto and by this reference incorporated herein, and

15 WHEREAS, pursuant to the California Water Code Appendix Ch. 48, §9, the Board of  
16 Supervisors for the District has the power to grant any interest in real property it owns to other  
17 public agencies where such grant does not interfere with the use of the real property for the  
18 purposes of the District.

19 NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the  
20 Board of Supervisors ("Board") of the Riverside County Flood Control and Water Conservation  
21 District, in regular session assembled on September 30, 2014, at or after 10:30 a.m., in its  
22 meeting room located on the 1<sup>st</sup> Floor of the County Administrative Center, 4080 Lemon Street,  
23 Riverside, California, with at least four-fifths of all members concurring, finds that the proposed  
24 easement conveyance would not unreasonably interfere with the use of the Property for the  
25 District's purposes.

26 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Board  
27 authorizes the conveyance of a Conservation Easement to WRCRCA, over a portion of real  
28 property described with Assessor's Parcel Numbers 480-040-029 and 480-040-038, also

1 referenced as RCFC Parcel Nos. 7205-500B and 7205-501B, more particular described in  
2 Exhibit "A" and shown in Exhibit "B".

3 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Chairman of  
4 the Board of Supervisors of the District is authorized to execute the Conservation Easement  
5 Deed on behalf of the District.

6 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Board  
7 authorizes the General Manager-Chief Engineer, or his designee, to execute any other associated  
8 documents to complete the conveyance of the easement interests in real property to WRCRCA  
9 and this transaction.

10 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Clerk of the  
11 Board is directed to cause a copy of this Resolution to be posted in at least three (3) public places  
12 within the County of Riverside for no less than fifteen (15) days.

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**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

BEING PORTIONS OF THE PARCELS OF LAND DESCRIBED IN A GRANT DEED RECORDED APRIL 27, 2006 AS INSTRUMENT NO. 2006-0303730, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE AND A DEED RECORDED APRIL 27, 2006 AS INSTRUMENT NO. 2006-0303731, O.R. OF SAID COUNTY, LYING WITHIN SECTION 29, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**PARCEL 7205-500B**

BEING A 60.00 FOOT WIDE STRIP OF LAND LYING WITHIN THE PARCEL OF LAND DESCRIBED IN GRANT DEED RECORDED AS INSTRUMENT NO. 2006-0303730, THE CENTERLINE OF WHICH MORE PARTICULARLY DESCRIBED AS FOLLOWS;

**COMMENCING** AT THE MOST NORTHERLY POINT OF THE PARCEL OF LAND DESCRIBED IN SAID GRANT DEED, SAID POINT ALSO LYING ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF POURROY ROAD, HAVING A HALF WIDTH OF 44.00 FEET AS SHOWN ON SAID GRANT DEED;  
THENCE ALONG THE NORTHEASTERLY LINE OF SAID GRANT DEED AND SAID SOUTHWESTERLY RIGHT OF WAY LINE, SOUTH 53° 56' 19" EAST A DISTANCE OF 83.00 FEET;

THENCE LEAVING SAID NORTHEASTERLY LINE OF SAID GRANT DEED AND SAID SOUTHWESTERLY RIGHT OF WAY LINE, SOUTH 36° 03' 41" WEST A DISTANCE OF 59.21 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 36° 03' 45" WEST A DISTANCE OF 430.42 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1603.50 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 03° 20' 31" AN ARC LENGTH OF 93.53 FEET;

THENCE SOUTH 32° 43' 14" WEST A DISTANCE OF 189.70 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 400.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27° 42' 41" AN ARC LENGTH OF 193.46 FEET, SAID POINT BEING THE **POINT OF TERMINATION**.

THE NORTHEASTERLY TERMINUS OF THE SIDELINES OF SAID EASEMENT ARE TO BE SHORTENED OR EXTENDED AS TO TERMINATE AT A LINE PARALLEL WITH AND 59.21 FEET SOUTHWESTERLY, MEASURED AT RIGHT ANGLES, TO THE AFOREMENTIONED NORTHEASTERLY LINE OF SAID GRANT DEED AND AT THE SOUTHWESTERLY TERMINUS THE SIDELINES OF SAID EASEMENT ARE TO BE SHORTENED OR EXTENDED SO AS TO TERMINATE AT THE SOUTHERLY MOST LINE OF SAID GRANT DEED, SAID LINE HAVING A BEARING OF SOUTH 89° 52' 59" WEST AS SHOWN ON SAID GRANT DEED.

CONTAINING 54,426.40 SQUARE FEET/1.25 ACRES, MORE OR LESS.

AS SHOWN ON EXHIBIT "B", ATTACHED HERETO AND MADE A PART THEREOF.

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

PREPARED ON

JUNE 12, 2012



Engineering, Inc.

**ENGINEERING**

**LAND PLANNING**

**SURVEYING**

357 N. SHERIDAN STREET  
SUITE 117  
CORONA, CALIFORNIA 92880  
TEL. (951) 279-1800  
FAX (951) 279-4380

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**PARCEL 7205-501B**

BEING A PORTION OF SAID GRANT DEED RECORDED AS INSTRUMENT NO. 2006-0303731;

**COMMENCING** AT THE WESTERLY MOST POINT OF SAID GRANT DEED, SAID POINT ALSO LYING ON THE NORTHEASTERLY RIGHT OF WAY LINE OF POURROY ROAD, AS SHOWN ON SAID GRANT DEED;

THENCE ALONG THE NORTHWESTERLY LINE OF SAID GRANT DEED AND THE EASTERLY RIGHT OF WAY LINE OF WINCHESTER ROAD NORTH 36° 03' 45" EAST A DISTANCE OF 45.15 FEET;

THENCE LEAVING SAID NORTHWESTERLY LINE AND SAID EASTERLY RIGHT OF WAY LINE, SOUTH 53° 56' 23" EAST A DISTANCE OF 53.00 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 53° 56' 15" EAST A DISTANCE OF 60.00 FEET;

THENCE NORTH 36° 03' 45" EAST A DISTANCE OF 573.65 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 120.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 43° 11' 00" AN ARC LENGTH OF 90.44 FEET;

THENCE NORTH 36° 03' 45" EAST A DISTANCE OF 65.23 FEET;

THENCE NORTH 53° 56' 15" WEST A DISTANCE OF 92.50 FEET;

THENCE SOUTH 36° 03' 45" WEST A DISTANCE OF 721.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 46,215.19 SQUARE FEET/1.06 ACRES, MORE OR LESS.

AS SHOWN ON EXHIBIT "B", ATTACHED HERETO AND MADE A PART THEREOF.



*Donald W. Bergh*  
DONALD W. BERGH, R.C.E.      *6/12/12*  
DATE

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

PREPARED ON

JUNE 12, 2012



ENGINEERING

LAND PLANNING

SURVEYING

Engineering, Inc.

357 N. SHERIDAN STREET  
SUITE 117  
CORONA, CALIFORNIA 92880  
TEL. (951) 279-1800  
FAX (951) 279-4380



**EXHIBIT "B"**

BEING A PORTIONS OF THE PARCELS OF LAND DESCRIBED IN A DEED RECORDED APRIL 27, 2006 AS INSTRUMENT NO. 2006-0303730, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE AND A DEED RECORDED APRIL 27, 2006 AS INSTRUMENT NO. 2006-0303731, O.R. OF SAID COUNTY, LYING WITHIN SECTION 29, TOWNSHIP 6 SOUTH, RANGE 2WEST, SAN BERNARDINO MERIDIAN

**EASEMENT NOTES:**

INDICATES A CONSERVATION EASEMENT IN FAVOR OF THE REGIONAL CONSERVATION AUTHORITY RECORDED AS INSTRUMENT NO. 2008-0040446 ON 1/25/08 AKA RCFC & WCD PARCEL 7205-500A

**LEGEND:**

( ) RECORD DATA PER INST NO. 2006-0303731, RECORDED 4/27/06

[ ] RECORD DATA PER INST NO. 2006-0303730, RECORDED 4/27/06

— INDICATES PROPOSED EASEMENT

**EASEMENT AREA:**

54,426.40± SQ. FT.  
1.25± AC.

**LINE TABLE**

NO.	BEARING	DISTANCE
L1	[S36°03'37"W]	[84.96']
L2	[N89°52'59"E]	[27.01']
L3	[S00°07'01"E]	[9.09']
L4	[S16°55'30"E]	[31.95']
L5	[S02°25'55"W]	[23.68']
L6	[N53°54'01"W]	[6.25']
L7	S36°03'41"E	59.21'
L8	S32°43'14"W	189.70'

**CURVE TABLE**

NO.	BEARING	RADIUS	LENGTH
C1	[21°51'23"]	[40.00']	[15.26']
C2	[17°43'00"]	[25.00']	[7.73']
C3	[23°46'05"]	[104.16']	[43.21']
C4	03°20'31"	1603.50'	93.53'
C5	27°42'41"	400.00'	193.46'

C/L WINCHESTER ROAD

C/L POURROY ROAD

[(S53°56'19"E 254.31')]

[162.31']

P.O.C. PARCEL 7205-500B

83.00'

L7

L6

[S36°01'34"W]

[90.42']

[S36°04'47"W]

[105.20']

[S48°48'41"W]

[47.59']

[S36°03'37"W]

[235.02']

[S36°03'45"W 430.42']

[S36°03'37"W]

[259.86']

[A=9°51'37"]

[R=1510.00']

[L=259.86']

[N00°07'01"W]

[26.59']

[N25°48'42"W 41.96']

[N36°03'37"E 1029.55']

[S89°52'59"W]

60'

431.86'

8'

4'

44'

44'

88'

PARCEL 7205-500B

T.P.O.B.

GRANT DEED INST. NO. 2006-0303730 REC. 04/27/06

S'LY LINE GRANT DEED

POINT OF TERMINATION

Donald W. Bergh, R.C.E. 6/12/2014 DATE



RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

PREPARED ON

JUNE 12, 2012



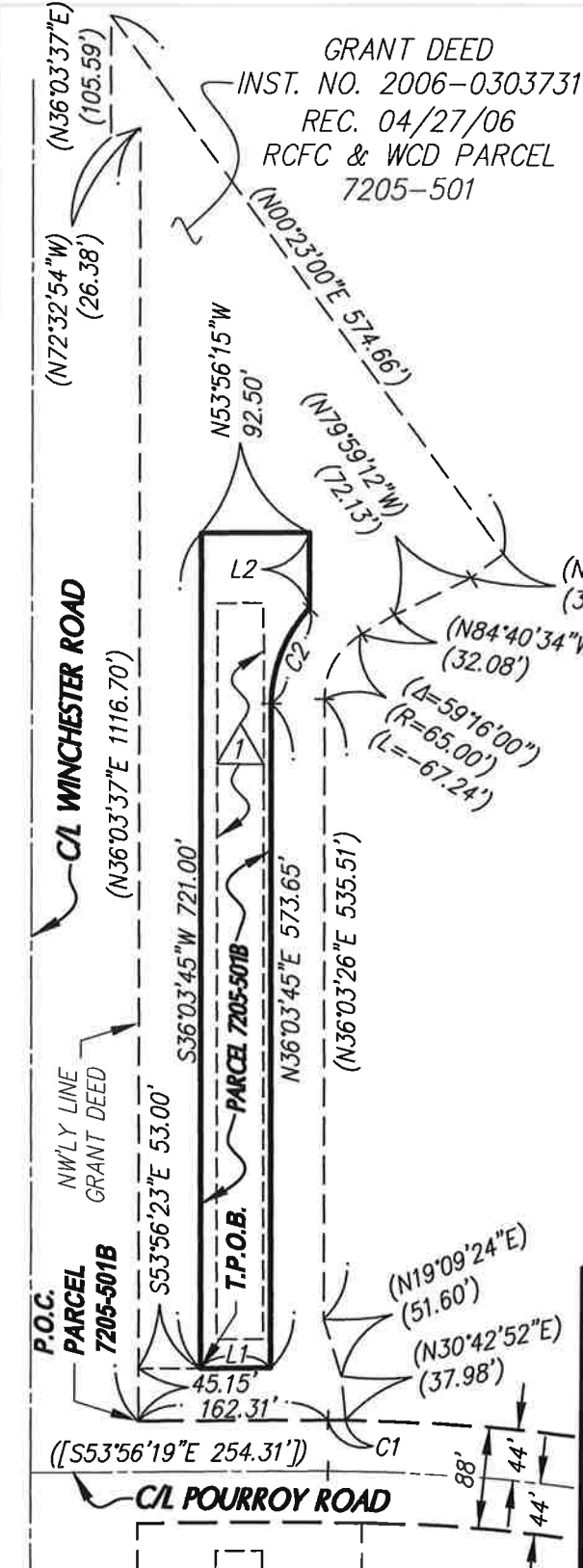
ENGINEERING LAND PLANNING SURVEYING

357 N. SHERIDAN STREET SUITE 117 CORONA, CALIFORNIA 92880 TEL. (951) 279-1800 FAX (951) 279-4380

Engineering, Inc.

**EXHIBIT "B"**

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GRANT DEED  
INST. NO. 2006-0303731  
REC. 04/27/06  
RCFC & WCD PARCEL  
7205-501

**EASEMENT NOTES:**



INDICATES A CONSERVATION EASEMENT IN FAVOR OF THE REGIONAL CONSERVATION AUTHORITY RECORDED AS INSTRUMENT NO. 2008-0040446 ON 1/25/08 AKA RCFC & WCD PARCEL 7205-501A

**LEGEND:**

- ( ) RECORD DATA PER INST NO. 2006-0303731, RECORDED 4/27/06
- [ ] RECORD DATA PER INST NO. 2006-0303730, RECORDED 4/27/06
- INDICATES PROPOSED EASEMENT

**EASEMENT AREA (PARCEL 1):**

46,215.19± SQ. FT.  
1.06± AC.

**LINE TABLE**

NO.	BEARING	DISTANCE
L1	S53°56'15"E	60.00'
L2	N36°03'45"E	65.23'

**CURVE TABLE**

NO.	BEARING	RADIUS	LENGTH
C1	(00°35'03")	(1444.00')	(14.72')
C2	43°11'00"	120.00'	90.44'

*Donald W. Bergh*  
DONALD W. BERGH, R.C.E. DATE 4/2/2014



RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

PREPARED ON JUNE 12, 2012

**OSBORN ENGINEERING**  
**K&A LAND PLANNING**  
**FALLAHI SURVEYING**  
Engineering, Inc.

357 N. SHERIDAN STREET  
SUITE 117  
CORONA, CALIFORNIA 92880  
TEL. (951) 279-1800  
FAX (951) 279-4380

**Notice of Exemption**

**California State Clearinghouse Handbook**

**Form D**

**To:** Office of Planning and Research  
P.O. Box 3044, 1400 Tenth Street, Room 222  
Sacramento, CA 95812-3044

**From:** Riverside County Flood Control District  
1995 Market Street  
Riverside, CA 92501

X County Clerk  
County of Riverside  
2724 Gateway Drive  
Riverside, CA 92507

**Project Title:** Warm Springs Valley – French Valley Creek: Conveyance of Easement Interest in Real Property Over Portions of APNs 480-040-029 and 480-040-038 to Western Riverside County Regional Conservation Authority by Conservation Easement Deed

**Project Location – Specific:**

The project includes portions of APNs 480-040-029 and 480-040-038 which is located within the District's Warm Springs Valley – French Valley Creek facility in the unincorporated French Valley area of Riverside County.

**Project location – City:** N/A

**Project Location – County:** Riverside

**Project Description:**

The proposed project includes the authorization to convey easement interest in real property over a portion of APNs 480-040-029 and 480-040-038 (Property) to the Western Riverside County Regional Conservation Authority (WRCRCA) by conservation easement deed as well as the execution of said conservation easement.

On October 30, 2007, per Board Item 11.6, the District was authorized and granted WRCRCA an Irrevocable Offer of Dedication for conservation purposes, and the document was recorded January 25, 2008 as Instrument Number 2008-0040446. This conservation easement area, recorded in 2008, is located within the earthen bottom flood control channel.

Due to the location of the original conservation easement, the District was having difficulty maintaining the earthen bottom channel and associated flood control improvements and it obstructed some of the area necessary to keep the lines, grades and structural integrity of the facility. The District and WRCRCA have negotiated the proposed conservation easement area to replace the 2008 Irrevocable Offer of Dedication.

**Name of Public Agency Approving Project:** Riverside County Flood Control and Water Conservation District

**Name of Person or Agency Carrying Out Project:** Riverside County Flood Control and Water Conservation District

**Exempt Status: (check one)**

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State CEQA Guidelines Sec. 15301 – Existing Facilities; Sec. 15061(b)(3) – Common Sense Exemption
- Statutory Exemptions.

**Reasons why project is exempt:**

The project is exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemptions as detailed under State CEQA Guidelines Section 15300.2. The project will not cause any impacts to scenic resources, historic resources, or unique sensitive environments. Further, no unusual circumstances or potential cumulative impacts would occur that may reasonably create an environmental impact. The project as proposed only includes the authorization to convey easement interest in real property to the WRCRCA by conservation easement deed as well as the execution of said conservation easement.

- Section 15301 – Existing Facilities. The proposed project is merely a transfer of an easement to clarify existing rights and revised legal description to the previously irrevocable offer of dedication of an easement interest to another public agency and will not prompt physical changes to the environment or the land. The expanded easement interest is minimal and flood control facilities already exist upon the surface of the property.
- Section 15061 (b) (3) – Common Sense Exemption. With certainty, there is no possibility that the proposed project may have a significant effect on the environment. It is merely a transfer of title for an easement and will not prompt physical changes to the Property. It would not lead to any direct or reasonably foreseeable indirect physical environmental impacts. Therefore, in no way would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

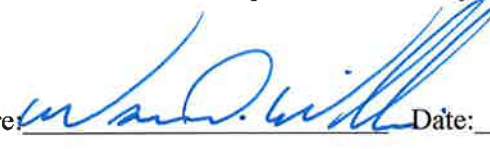
Based upon the identified exemptions above, the Riverside County Flood Control and Water Conservation District hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

**Lead Agency**

Contact Person: Mike Wong Area Code/Telephone/Extension: 951.955.1233

**If filed by applicant:**

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

Signature:  Date: 9/19/14 Title: General Manager-Chief Engineer

Signed by Lead Agency

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

Signed by Applicant

**RIVERSIDE COUNTY CLERK-RECORDER**

**AUTHORIZATION TO BILL**

**TO BE FILLED OUT BY SUBMITTING AGENCY**

DATE: 8/27/2014 BUSINESS UNIT/AGENCY: FLOOD CONTROL - FCARC

ACCOUNTING STRING:

ACCOUNT: 526410 FUND: 25170  
DEPT ID: 947520 PROGRAM: \_\_\_\_\_

AMOUNT: \$50.00

REF: FINAL CEQA POSTING FOR WARM SPRNGS VLY-FRENCH VLY CHNL PROJ# 227-7-6-00900-00-00-0000-000

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO ISSUE AN INVOICE FOR PAYMENT OF ALL DOCUMENTS INCLUDE

NUMBER OF DOCUMENTS INCLUDED: 5

AUTHORIZED BY: DARRYLENN PRUDHOLME-BROCKINGTON 

PRESENTED BY: JASON SWENSON EXT 58082

CONTACT: DARRYLENN PRUDHOLME-BROCKINGTON EXT 58357

**TO BE FILLED OUT BY COUNTY CLERK**

ACCEPTED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

DOCUMENT NO(S)/INVOICE NO(S): \_\_\_\_\_

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

Western Riverside County  
Regional Conservation Authority  
3403 Tenth Street, Suite 320  
P.O. Box 1667  
Riverside CA 92502-1667  
Attn: Executive Director

Copy to: Riverside County Flood Control  
and Water Conservation District  
1995 Market Street  
Riverside, CA 92501  
ATTN: Right of Way Acquisitions

Exempt from recording fee  
(Gov. Code, §§ 6103 & 27383)

Space Above Line for Recorder's Use Only

MSHCP APN 480-040-029 and -038 (portions)  
French Valley Channel  
RCFC Parcels 7205-500B & 501B

### CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this \_\_\_ day of \_\_\_\_\_, 2014 by RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic ("District"), as Grantor, in favor of the WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY, a joint powers authority and a public agency, ("Grantee"), with reference to the following facts:

#### RECITALS

A. Brookfield Land Company, Inc., ("Brookfield"), was the developer and previous owner of that certain real property in the French Valley area in the County of Riverside, State of California, generally located west of Pourroy Road, east of Winchester Road, north of Thompson Road and south of the intersection of Winchester and Pourroy Roads, commonly referred to as Wallach Property Project (the "Project"), which is associated with the improvements of Tract Map 30069-1.

B. District is the sole owner in fee simple of those portions of the Project legally described on Exhibit "A" and depicted on Exhibit "B", attached hereto and incorporated by this reference (the "Easement Property"), which consists of approximately 2.30 acres and has the authority to grant a conservation easement over said property.

C. A certain Irrevocable Offer of Dedication ("Dedication") was made by the District on December 11, 2007 and recorded on January 25, 2008 as Instrument Number 2008-0040446 in the Official Records of the County of Riverside, to the Grantee, offering to dedicate a conservation easement over real property, commonly known as the Wallach Mitigation Site ("Mitigation Site") with reserved rights to conduct any necessary maintenance activities within easement area, of approximately 1.227 acres of land more particularly described therein the Dedication.

D. State and Federal regulatory agencies required Brookfield to establish the Mitigation Site as referenced in the original issuance of 1) the Department of the Army Permit No. 200201589-DLC; 2) Clean Water Act Section 401 Water Quality Certification No. 02C-056 ("401 Certification"); 3) Section 1602 Lake and Streambed Alteration Agreement Notification No. 6-2002-073 ("Streambed Alteration Agreement") (collectively the "Permits"), by this reference incorporated herein, and 4) the Mitigation and Monitoring Plan for the Project whereby the Mitigation Site shall remain in place and certain monitoring and maintenance activities and placement of a conservation easement shall occur over the Mitigation Site.

E. The Conservation Easement is designed to satisfy and is granted in satisfaction of amended condition 12 of the 401 Certification and revised condition 13 of the Streambed Alteration Agreement.

F. District, Brookfield, County of Riverside and Valley Wide Recreation & Park District entered into that certain Agreement dated November 4, 2003 and First Amendment to Agreement dated October 30, 2007 concerning the Project whereby, among other things, Brookfield constructed certain flood control facilities ("French Valley Channel" or "Channel"), District accepted said facilities, and District made the Dedication on behalf of Brookfield to Grantee to satisfy the requirements of said Agreement.

G. Due to the location of the Mitigation Site within the French Valley Channel and the need to maintain the Channel, Brookfield obtained revisions to the Permits to authorize the District to conduct certain maintenance activities of the Channel outside of the Mitigation Site, clarify limited maintenance responsibilities within the Mitigation Site to be accepted by Grantee and to include additional property to the Mitigation Site to offset impacts from maintenance activities of the Channel, further described in the Revised Section 1602 Lake or Streambed Alteration Agreement No 6-2002-073 dated June 26, 2013 and the Amendments to CWA Section 401 Water Quality Certification No. 02C-056 dated April 22, 2011.

H. The Easement Property possesses wildlife and habitat values (collectively, "Conservation Values") of importance to Grantee and the people of the State of California which are consistent with the habitat conservation purposes of the Western Riverside County Multiple Species Habitat Conservation Plan ("MSHCP");

I. Grantee is authorized to hold conservation easements pursuant to Civil Code Section 815.3. Specifically, Grantee is an entity identified in Civil Code Section 815.3 and otherwise authorized to acquire and hold title to real property; and

J. In place of accepting the Dedication, Grantee instead desires to accept this Conservation Easement from the District which includes different property to the original Mitigation Site area described in the Dedication and to provide the terms, conditions and responsibilities for the parties for the purpose of preserving and protecting in perpetuity the Conservation Values of the Easement Property in accordance with the terms of this Conservation Easement.

### 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.*, District hereby voluntarily CONTRIBUTES, GRANTS and CONVEYS to Grantee a conservation easement over and across the Easement Property of the nature and character and to the extent hereinafter set forth ("Conservation Easement"). Furthermore, the District contributes, grants

and conveys to Grantee an access easement for ingress and egress through District's property (APNs 480-040-029 and 480-040-038), over any paths, sidewalks, roads and driveways leading to the Conservation Easement, whether now existing or installed by District in the future; provided, however, that District will ensure that there is always at least one way available for such access, in order to exercise any right or obligation set forth within this Conservation Easement, and will coordinate with Grantee to allow for an independent locking device or another security feature to allow passage through gates, if any ("Access Easement"). This Conservation Easement and Access Easement shall bind the District unconditionally and in perpetuity. This Conservation Easement shall run with the land and be binding on District's heirs, successors, administrators, assigns, lessees, and other occupiers or users of the Easement Property or any portion of it.

1. Definitions. Any capitalized term not otherwise defined herein shall carry the same meaning and definition as that term is used and defined in the MSHCP.

2. Purpose.

a. The purpose of this Conservation Easement is to ensure that the Easement Property will be retained in perpetuity in a natural condition and to prevent any use of the Easement Property that will impair or interfere with the Conservation Values of the Easement Property ("Natural Condition"). District intends that this Conservation Easement will confine the use of the Easement Property to those activities that are consistent with the requirements of the MSHCP and the approved activities more particularly described in the Amended Section 1602 Streambed Alteration Agreement No. 6-2002-073, dated June 26, 2013 and acknowledged on July 22, 2013, ("1602 Permit"), and the Amendments to CWA Section 401 Water Quality Certification No. 02C-056 dated April 22, 2011. District and Grantee also understand and agree that this Conservation Easement will be recorded in Riverside County, California.

b. Grantor further certifies to Grantee that there are no other previously granted easements existing on the Easement Property that interfere or conflict with the Purpose of this Conservation Easement as evidenced by the list of exceptions from the Title Report dated June 4, 2014, Policy Number 614671680, issued by Lawyers Title Company, Riverside, CA as shown on Exhibit "C".

c. The District has delivered evidence of the Natural Condition to Grantee consisting of (1) an aerial photograph of the Easement Property at an appropriate scale taken as close in time as possible to the date this Conservation Easement is executed; (2) an overlay of the Easement Property boundaries on such aerial photograph; and (3) on site color photographs showing all man-made improvements or structures (if any) and the major, distinct natural features of the Easement Property.

3. Responsibility for Mitigation. The Parties explicitly agree that any mitigation for activities of Brookfield or the District that is not the express obligation of Grantee pursuant to this Conservation Easement, and any other mitigation set forth in any Section 404 Permit, Streambed Alteration Agreement, 401 Water Quality Certification, Habitat Mitigation and Monitoring Plan, and/or any other regulatory permits, remains solely and entirely Brookfield's responsibility.

4. Grantee's Rights. To accomplish the purposes of this Conservation Easement, District hereby grants and conveys the following rights to Grantee or its designee:



- a. To preserve and protect the Conservation Values of the Easement Property;
- b. To enter upon the Easement Property in order to monitor Grantor's compliance with and to otherwise enforce the terms of this Conservation Easement;
- c. To enter upon the Easement Property to carry out activities consistent with the MSHCP, and as defined in the Permits, in excess of any management that is provided by the District;
- d. To restrict access to portions of the Easement Property as reasonably necessary to protect habitat which is used for sensitive activities such as breeding or nesting, provided, however, that Grantee shall limit such restrictions to those specific areas where use of the Easement Property would adversely affect such activities and only during such time periods or seasons when such activities occur provided such restrictions do not impair or prevent any drainage or stormwater flows;
- e. To prevent any activity on, or use of, the Easement Property that is inconsistent with the purposes of this Conservation Easement or the MSHCP and to require the restoration of such areas or features of the Easement Property that may be damaged by any act, failure to act, or any use that is inconsistent with the purposes of this Conservation Easement or the MSHCP;
- f. All mineral, air and water rights necessary to protect and to sustain the biological resources of the Easement Property;
- g. All present and future development rights appurtenant to, allocated, implied, reserved or inherent in the Easement Property; and
- h. The right to enforce by any means, including, without limitation, injunctive relief, the terms and conditions of this Conservation Easement.

5. Prohibited Uses. Any activity on or use of the Easement Property inconsistent with the purposes of this Conservation Easement is prohibited except as otherwise noted or authorized herein. Without limiting the generality of the foregoing, the following uses by District, District's agents, and third parties, are expressly prohibited:

- a. All 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. Depositing or accumulation of soil, trash, ashes, refuse, waste, bio solids or any other materials;
- d. Planting, introduction or dispersal of non-native or exotic plant or animal species;
- e. All future development or encroachment on the site which could otherwise reduce the functions and values of the site for the variety of beneficial uses of waters of the United States that this Conservation Easement supports;
- f. All residential, commercial, industrial, institutional, and transportation development, and any other infrastructure development that would not maintain or enhance the wetland and streambed functions and values of the Easement Property;

g. All activities that would result in soil disturbance or vegetation removal, other than the removal of non-native vegetation;

h. All infrastructure development including, but not limited to, additional utility lines, maintenance roads, and areas of maintained landscaping for recreation;

i. All activities and uses that are otherwise inconsistent with the purposes of the MSHCP; and

j. No use shall be made of the Easement Property, and no activity thereon shall be permitted that is or is likely to become inconsistent with the Purpose of this Conservation Easement or the terms of the Permits. District and Grantee acknowledge that, in view of the perpetual nature of this Conservation Easement, they are unable to foresee all potential future land uses, future technologies, and future evolution of the land and other natural resources, and other future occurrences affecting the Purpose of this Conservation Easement. Grantee, therefore, in consultation with the United States Fish and Wildlife Service and the California Department of Fish and Wildlife, will determine whether (a) proposed uses or proposed improvements not contemplated by or addressed in this Conservation Easement or (b) alterations in existing uses or structures, are consistent with the Purposes of this Conservation Easement.

6. District's Duties. To accomplish the purposes of this Conservation Easement as described in Section 2, District, its successors and assigns shall:

a. Undertake all reasonable actions to prevent the unlawful entry and trespass by persons or other public agencies performing work on behalf of the District including, but not limited to, Valley-Wide Recreation and Park District, whose activities may degrade or harm the Conservation Values of the Easement Property. In addition, District shall undertake all necessary actions to perfect Grantee's rights under Section 4 of this Conservation Easement;

b. Comply with the terms of this Conservation Easement and cooperate with Grantee in the protection of the Conservation Values; and

c. Repair and restore damage to the Conservation Easement directly caused by District, District's guests, representatives, employees or agents, and third parties;

7. Reserved Rights.

a. District reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from its ownership of the Easement Property, including the right to engage in or to permit or invite others to engage in only those uses of the Easement Property which are authorized or otherwise expressly permitted under this Conservation Easement.

b. District reserves the rights for the conveyance of floodwater and drainage which includes the right to have concentrated flows, flood or submerge the Property associated with the purpose of the Channel which may cause, without limitation, vertical and lateral streambed degradation and/or deposition and associated damages. District shall not be required to restore any habitat affected by these natural conditions.

8. Grantee's Remedies. If Grantee determines that District or any successor is in violation of the terms of this Conservation Easement or that a violation is threatened, Grantee shall give written notice to District of such violation and demand in writing the cure of such

violation. If District fails to cure the violation within fifteen (15) days after receipt of written notice and demand from Grantee, or if the cure reasonably requires more than fifteen (15) days to complete and District fails to begin the cure within the fifteen (15) day period or fails to continue diligently to complete the cure, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce compliance by District with the terms of this Conservation Easement, to recover any damages to which Grantee may be entitled for violation by District of the terms of this Conservation Easement or for any injury to the Conservation Values of the Easement Property, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies, or for other equitable relief, including, but not limited to, the restoration of the Easement Property to the condition in which it existed prior to any such violation or injury. Without limiting District's liability therefor, Grantee may apply any damages recovered to the cost of undertaking any corrective action on the Easement Property.

If Grantee, in its sole discretion, determines that circumstances caused by District require immediate action to prevent or mitigate damage to the Conservation Values of the Easement Property, Grantee may pursue its remedies under this Section 8 without prior notice to District or without waiting for the period provided for cure to expire. Grantee's rights under this section apply equally to actual or threatened violations of the terms of this Conservation Easement. District agrees that Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including but not limited to, the remedies set forth in Civil Code Section 815, *et seq.*, inclusive. The failure of Grantee to discover a violation or to take immediate legal action shall not bar Grantee from taking such action at a later time.

If at any time in the future District or any subsequent transferee uses or threatens to use the Easement Property for purposes inconsistent with this Conservation Easement then, notwithstanding Civil Code Section 815.7, the California Attorney General or any entity or individual with a justifiable interest in the preservation of this Conservation Easement has standing as interested parties in any proceeding affecting this Conservation Easement.

a. Costs of Enforcement. Any costs incurred by Grantee where Grantee is the prevailing party, in enforcing the terms of this Conservation Easement against District, including, but not limited to, reasonable costs of suit, attorneys' and experts' fees, and any costs of restoration necessitated by District's negligence or breach of this Conservation Easement shall be borne by District.

b. Grantee's Discretion. Enforcement of the terms of this Conservation Easement by Grantee shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement by District shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any of Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by District shall impair such right or remedy or be construed as a waiver.

c. Acts Beyond District's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against District for any injury to or change in the Easement Property resulting from (i) any natural cause beyond District's control, including, without limitation, fire not caused by District, flood, storm, and earth movement, (ii) any prudent action taken by District under emergency conditions to prevent, abate, or mitigate significant injury to the Easement Property resulting from such causes; (iii) acts or omissions by Grantee or its employees; or (iv) acts of third parties (including any governmental agencies) that are beyond District's control.

d. Grantee's Right of Enforcement. All rights and remedies conveyed to Grantee under this Conservation Easement shall extend to and are enforceable by the Grantee, and its assignees.

9. Access. This Conservation Easement does not convey a general right of access to the public or any future resident or owner of the Easement Property or any adjacent landowners or a general right of access to the Easement Property. Access to the Easement Property shall be limited, and shall be determined by the discretion of the Grantee in its implementation of the MSHCP, including, but not limited to Section 7.4 of the MSHCP and the Permits.

10. Costs and Liabilities. District and Grantee acknowledge that Brookfield was the party responsible for obtaining and complying with any applicable governmental permits and approvals for Brookfield's Wallach Property Project and Brookfield was required to obtain approval for any of District's activity or use permitted by this Conservation Easement connected with ownership of the French Valley Channel, 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. District, its invitees, agents, contractors, consultants, heirs, estates, successors, and assigns, shall have the responsibilities and shall bear all costs and liabilities related to the ownership, operation, upkeep, and maintenance of the French Valley Channel except those specifically accepted by Grantee under this Conservation Easement. However, the District shall not be responsible for the maintenance of habitat, the removal of exotic species, trash, or debris from the Easement Property. Grantee shall have no duty or responsibility for the operation or maintenance of the Easement Property except as expressly provided herein, the monitoring of hazardous conditions thereon, or the protection of Grantor, the public or any third parties from risks relating to conditions on the Easement Property, except as set forth with particularity herein.

11. No Hazardous Materials Liability. Grantor represents and warrants that to the best of its knowledge or notice, without any independent investigation having been made by Grantor, it has no knowledge of any release or threatened release of Hazardous Materials (defined below) in, on, under, about or affecting the Easement Property.

Despite any contrary provision of this Conservation Easement, the parties do not intend this Conservation Easement to be, and this Conservation Easement shall not be, construed such that it creates in or gives to Grantee any of the following:

a. The obligations or liabilities of an "owner" or "operator", as those terms are defined and used in Environmental Laws (defined below), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.; hereinafter, "CERCLA"); or

- b. The obligations or liabilities of a person described in 42 U.S.C. Section 9607(a)(3) or (4); or
- c. The obligations of a responsible person under any applicable Environmental Laws; or
- d. The right to investigate and remediate any Hazardous Materials associated with the Easement Property; or
- e. Any control over Grantor's ability to investigate, remove, remediate or otherwise clean up any Hazardous Materials associated with the Easement Property.

The term "Hazardous Materials" includes, without limitation, (a) material that is flammable, explosive or radioactive; (b) petroleum products, including by-products and fractions thereof; and (c) hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA; Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Hazardous Materials Transportation Act (49 U.S.C. Section 5101 et seq.); the Hazardous Waste Control Law (California Health & Safety Code Section 25100 et seq.); the Hazardous Substance Account Act (California Health & Safety Code Section 25300 et seq.), and in the regulations adopted and publications promulgated pursuant to them, or any other applicable federal, state or local laws, ordinances, rules, regulations or orders now in effect or enacted after the date of this Conservation Easement.

The term "Environmental Laws" includes, without limitation, any federal, state, local or administrative agency statute, ordinance, rule, regulation, order or requirement relating to pollution, protection of human health or safety, the environment or Hazardous Materials. Grantor represents, warrants and covenants to Grantee that Grantor's activities upon and use of the Easement Property will comply with all Environmental Laws.

## 12. Hold Harmless.

a. Grantor, its successors and assigns shall hold harmless, indemnify, and defend Grantee and its directors, officers, employees, agents, contractors, and representatives (collectively "Grantee Indemnified Parties") from and against any and all reasonable liabilities, penalties, costs, losses, damages, expenses (including, without limitation, reasonable attorneys' fees and experts' fees), causes of action, claims, demands, orders, liens or judgments (each a "Claim" and, collectively, "Claims"), arising from or in any way connected with:

(i) Injury to or the death of any person, or physical damages to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Easement Property, caused by Grantor, provided however, that the indemnification in this Section 12(a) shall be inapplicable to a Grantee Indemnified Party with respect to any Claim due to the negligence of that Grantee Indemnified Party or any of its employees or for any acts beyond Grantor's control as provided in Section 8(c);

(ii) The rights and obligations specified in Sections 6, 7, 10 and 13;

(iii) Any Hazardous Materials present, or otherwise associated with the Easement Property at any time, except any Hazardous Materials placed, disposed or released by Grantee, its employees or agents; and

(iv) If any action or proceeding is brought against any of the Grantee Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from Grantee, defend such action or proceeding by counsel reasonably acceptable to Grantee or reimburse the Grantee for reasonable attorney's fees.

b. Grantee, its successors and assigns shall hold harmless, indemnify, and defend Grantor and its directors, officers, employees, agents, contractors, and representatives (collectively "Grantor Indemnified Parties") from and against any and all Claims arising from or in any way connected with:

(i) Injury to or the death of any person, or physical damages to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Easement Property, caused by Grantee, provided however, that the indemnification in this Section 12(b) shall be inapplicable to a Grantor Indemnified Party with respect to any Claim due to the negligence of that Grantor Indemnified Party or any of its employees or for any acts beyond Grantee's control;

(ii) The rights and obligations specified in Sections 4 and 19; and

(iii) If any action or proceeding is brought against any of the Grantor Indemnified Parties by reason of any such Claim, Grantee shall, at the election of and upon written notice from Grantor, defend such action or proceeding by counsel reasonably acceptable to Grantor or reimburse the Grantor for reasonable attorney's fees.

13. No Liens. Grantor, its successors and assigns shall keep Grantee's interest in the Easement Property free from any liens, including those arising out of any obligations incurred by Grantor or any labor or materials furnished or alleged to have been furnished to or for Grantor at or for use on the Easement Property.

14. Condemnation. The purposes of the Conservation Easement are presumed to be the best and most necessary public use as defined at Code of Civil Procedure Section 1240.680 notwithstanding Code of Civil Procedure Sections 1240.690 and 1240.700. Nevertheless, if the Easement Property is taken, in whole or in part, by exercise of the power of eminent domain, District and Grantee shall be entitled to compensation in accordance with applicable law.

15. 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. Grantee shall require the assignee to record the assignment in the county where the Easement Property is located.

16. Subsequent Transfers.

a. By Grantee. This Conservation Easement is transferable by Grantee, but Grantee may assign its rights and delegate 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 (or any successor provision then applicable) and only with the prior written approval of the District. Grantee shall require the assignee to record the assignment in the county where the Easement Property is located.

b. By District.

(i) The covenants, conditions, and restrictions contained in this Conservation Easement are intended to and shall run with the land and bind all future owners of

any interest in the Easement Property. District, its successor or assign agrees to (1) incorporate by reference to the title of and the recording information for this Conservation Easement in any deed or other legal instrument by which each divests itself of any interest in all or a portion of the Easement Property, including, without limitation, a leasehold interest and (2) give actual notice to any such transferee or lessee of the existence of this Conservation Easement. District, its successor and assign agrees to give written notice to Grantee of the intent to transfer any interest at least forty-five (45) days prior to the date of such transfer. The failure of District, its successor or assign to perform any act provided in this Section 16 shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

(ii) From and after the date of any transfer of all or any portion of the Easement Property by District and each transfer thereafter, (1) the transferee shall be deemed to have assumed all of the obligations of District as to the portion transferred, as set forth in this Conservation Easement, (2) the transferee shall be deemed to have accepted the restrictions contained herein as to the portion transferred, (3) the transferor, as applicable, shall have no further obligations hereunder, and (4) all references to District in this Conservation Easement shall thereafter be deemed to refer to such transferee.

17. 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 District: Riverside County Flood Control  
and Water Conservation District  
1995 Market Street  
Riverside, CA 92501  
Attn: Right of Way Acquisitions  
Phone: 951.955.1200  
Fax: 951.788.9965

To Grantee: Western Riverside County  
Regional Conservation Authority  
3403 Tenth Street, Suite 320  
Post Office Box 1667  
Riverside, California 92502-1667  
Attn: Executive Director  
951.955.9700

With a Copy to: Best Best & Krieger LLP  
3390 University Ave., Fifth Floor  
Post Office Box 1028  
Riverside, CA 92502-1028  
Attn: Michelle Ouellette  
951.686.1450

With copy to: Office of County Counsel  
3960 Orange Street, Suite 500  
Riverside, CA 92501  
Phone: 951.955.6300  
Fax: 951.955.6322

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.

18. Amendment. This Conservation Easement may be amended by District 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 Riverside County, State of California.

19. Long-Term Maintenance. Grantee, in its sole discretion, shall be responsible for ongoing maintenance/repair of the Easement Property which shall be consistent with the terms and conditions of the MSHCP.

20. Recordation. District shall promptly record this instrument in the Official Records of Riverside County, California and immediately notify the Grantee through the mailing of a conformed copy of the recorded easement.

21. Merger. The doctrine of merger shall not operate to extinguish this Conservation Easement if the Easement Property and the Channel property become vested in the same party. If, despite this intent, the doctrine of merger applies to extinguish or terminate this Conservation Easement then, unless District and Grantee otherwise agree in writing, a replacement conservation easement or restrictive covenant contain the same protections embodied in this Conservation Easement shall be recorded against the Easement Property.

22. General Provisions.

a. Controlling Law. The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of California, disregarding the conflicts of law principles of such state.

b. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of and to effect the purposes of this Conservation Easement and the policy and purpose set forth in California Civil Code Section 815, *et seq.* If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

c. Change of Conditions. If one or more of the Purposes of this Conservation Easement may no longer be accomplished, such failure of purpose shall not be deemed sufficient cause to terminate the entire Conservation Easement as long as any other purpose of the Conservation Easement may be accomplished. In addition, the inability to carry on any or all of the permitted uses, or the unprofitability of doing so, shall not impair the validity of this Conservation Easement or be considered grounds for its termination or extinguishment. District and Grantee agree that global warming and climate change-caused effects shall not be a basis for termination of this Conservation Easement.

d. Severability. If a court of competent jurisdiction voids or invalidates on its face any provision of this Conservation Easement, such action shall not affect the remainder of this Conservation Easement. If a court of competent jurisdiction voids or invalidates the application of any provision of this Conservation Easement to a person or circumstance, such action shall not affect the application of the provision to other persons or circumstances.

e. Entire Agreement. This instrument together with the attached exhibits and any documents referred to herein sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or



agreements relating to the Conservation Easement. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment in accordance with Section 18.

f. No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of District's title in any respect.

g. Successors. The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall constitute a servitude running in perpetuity with the Easement Property.

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

i. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon its construction or interpretation.

j. Exhibits. All Exhibits referred to in this Easement are attached and incorporated herein by reference.

k. Warranty. District represents and warrants that, except as disclosed in writing to Grantee by District: (1) to the best of District's actual knowledge, (i) there are no leases, licenses, or other agreements granting any person or persons the right to use or occupy the Easement Property or any portion thereof that have not been identified and referenced in this Conservation Easement, (ii) there are no pending or, to the best of District's actual knowledge, threatened litigation affecting, involving, or relating to the Easement Property or any portion thereof, (iii) there are no pending civil or criminal proceedings or investigations, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, or local law, regulation, or requirement applicable to the Easement Property or its use, (iv) do there exist any facts or circumstances that District might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders, and (v) all Easement Property management obligations are described in this Conservation Easement; (2) District is not aware of (i) any failure of the Easement Property to be in full compliance with all federal, state, and local laws, regulations, and requirements applicable to the Easement Property, and (ii) any matters, conditions, or factors that will materially impair the Conservation Values of the Easement Property or management of the Easement Property.

l. Additional Easements. District shall not grant any additional easements, rights of way or other interests in the Easement Property (other than a security interest that is subordinate to this Conservation Easement), or grant or otherwise abandon or relinquish any water agreement relating to the Easement Property, 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 Easement Property. This Section 22(l) shall not prohibit transfer of a fee or leasehold interest in the Easement Property that is subject to this Conservation Easement and complies with Sections 15 and 16.

m. Third Party Beneficiaries. Except for the California Department of Fish and Wildlife, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

n. Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

//  
//  
//

IN WITNESS WHEREOF District has executed this Conservation Easement the day and year first above written and have agreed to be bound by the terms and provisions hereof.

GRANTOR:

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

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

By: \_\_\_\_\_  
MARION ASHLEY, Chairman  
Riverside County Flood Control  
And Water Conservation District  
Board of Supervisors

CLERK OF THE BOARD  
KEICIA HARPER-IHEM

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

(Seal)

FORM APPROVED COUNTY COUNSEL  
BY: Synthia M. Gunzel 9-10-14  
SYNTHIA M. GUNZEL DATE

MSHCP APN 480-040-029 and -038 (portions)  
French Valley Channel  
RCFC Parcels 7205-500B & 501B

STATE OF CALIFORNIA )  
 )ss  
COUNTY OF RIVERSIDE )

On \_\_\_\_\_, 2014, before me, \_\_\_\_\_, Board Assistant, personally appeared **Marion Ashley**, Chairman of the Board of Supervisors of the Riverside County Flood Control and Water Conservation District, State of California, who provided to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument; and that a copy of this paper, document or instrument has been delivered to the chairperson.

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

WITNESS my hand and official seal

KECIA HARPER-IHEM  
Clerk of the Board of Supervisors

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

(Seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that the easement interest in real property conveyed by Riverside County Flood Control And Water Conservation District, a body politic, ("District") on the Conservation Easement dated \_\_\_\_\_, 2014, to the Western Riverside County Regional Conservation Authority, is hereby accepted by the undersigned officer on behalf of the Grantee, pursuant to authority conferred by Ordinance No. 08-01, as adopted by the Board of Directors on July 7, 2008.

GRANTEE:

WESTERN RIVERSIDE COUNTY REGIONAL  
CONSERVATION AUTHORITY,  
a joint powers authority and a public agency

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

By: \_\_\_\_\_  
CHARLES V. LANDRY,  
Executive Director

Approved as to Form

By: \_\_\_\_\_  
Best, Best & Krieger LLP  
General Counsel

Exhibit A  
Legal Description of Easement Property  
[See Attached]

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**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

BEING PORTIONS OF THE PARCELS OF LAND DESCRIBED IN A GRANT DEED RECORDED APRIL 27, 2006 AS INSTRUMENT NO. 2006-0303730, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE AND A DEED RECORDED APRIL 27, 2006 AS INSTRUMENT NO. 2006-0303731, O.R. OF SAID COUNTY, LYING WITHIN SECTION 29, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**PARCEL 7205-500B**

BEING A 60.00 FOOT WIDE STRIP OF LAND LYING WITHIN THE PARCEL OF LAND DESCRIBED IN GRANT DEED RECORDED AS INSTRUMENT NO. 2006-0303730, THE CENTERLINE OF WHICH MORE PARTICULARLY DESCRIBED AS FOLLOWS;

**COMMENCING** AT THE MOST NORTHERLY POINT OF THE PARCEL OF LAND DESCRIBED IN SAID GRANT DEED, SAID POINT ALSO LYING ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF POURROY ROAD, HAVING A HALF WIDTH OF 44.00 FEET AS SHOWN ON SAID GRANT DEED;  
THENCE ALONG THE NORTHEASTERLY LINE OF SAID GRANT DEED AND SAID SOUTHWESTERLY RIGHT OF WAY LINE, SOUTH 53° 56' 19" EAST A DISTANCE OF 83.00 FEET;

THENCE LEAVING SAID NORTHEASTERLY LINE OF SAID GRANT DEED AND SAID SOUTHWESTERLY RIGHT OF WAY LINE, SOUTH 36° 03' 41" WEST A DISTANCE OF 59.21 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 36° 03' 45" WEST A DISTANCE OF 430.42 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1603.50 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 03° 20' 31" AN ARC LENGTH OF 93.53 FEET;

THENCE SOUTH 32° 43' 14" WEST A DISTANCE OF 189.70 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 400.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27° 42' 41" AN ARC LENGTH OF 193.46 FEET, SAID POINT BEING THE **POINT OF TERMINATION**.

THE NORTHEASTERLY TERMINUS OF THE SIDELINES OF SAID EASEMENT ARE TO BE SHORTENED OR EXTENDED AS TO TERMINATE AT A LINE PARALLEL WITH AND 59.21 FEET SOUTHWESTERLY, MEASURED AT RIGHT ANGLES, TO THE AFOREMENTIONED NORTHEASTERLY LINE OF SAID GRANT DEED AND AT THE SOUTHWESTERLY TERMINUS THE SIDELINES OF SAID EASEMENT ARE TO BE SHORTENED OR EXTENDED SO AS TO TERMINATE AT THE SOUTHERLY MOST LINE OF SAID GRANT DEED, SAID LINE HAVING A BEARING OF SOUTH 89° 52' 59" WEST AS SHOWN ON SAID GRANT DEED.

CONTAINING 54,426.40 SQUARE FEET/1.25 ACRES, MORE OR LESS.

AS SHOWN ON EXHIBIT "B", ATTACHED HERETO AND MADE A PART THEREOF.

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

PREPARED ON

JUNE 12, 2012



Engineering, Inc.

**ENGINEERING**  
**LAND PLANNING**  
**SURVEYING**

357 N. SHERIDAN STREET  
SUITE 117  
CORONA, CALIFORNIA 92880  
TEL. (951) 279-1800  
FAX (951) 279-4380

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**PARCEL 7205-501B**

BEING A PORTION OF SAID GRANT DEED RECORDED AS INSTRUMENT NO. 2006-0303731;

**COMMENCING** AT THE WESTERLY MOST POINT OF SAID GRANT DEED, SAID POINT ALSO LYING ON THE NORTHEASTERLY RIGHT OF WAY LINE OF POURROY ROAD, AS SHOWN ON SAID GRANT DEED;

THENCE ALONG THE NORTHWESTERLY LINE OF SAID GRANT DEED AND THE EASTERLY RIGHT OF WAY LINE OF WINCHESTER ROAD NORTH 36° 03' 45" EAST A DISTANCE OF 45.15 FEET;

THENCE LEAVING SAID NORTHWESTERLY LINE AND SAID EASTERLY RIGHT OF WAY LINE, SOUTH 53° 56' 23" EAST A DISTANCE OF 53.00 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 53° 56' 15" EAST A DISTANCE OF 60.00 FEET;

THENCE NORTH 36° 03' 45" EAST A DISTANCE OF 573.65 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 120.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 43° 11' 00" AN ARC LENGTH OF 90.44 FEET;

THENCE NORTH 36° 03' 45" EAST A DISTANCE OF 65.23 FEET;

THENCE NORTH 53° 56' 15" WEST A DISTANCE OF 92.50 FEET;

THENCE SOUTH 36° 03' 45" WEST A DISTANCE OF 721.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 46,215.19 SQUARE FEET/1.06 ACRES, MORE OR LESS.

AS SHOWN ON EXHIBIT "B", ATTACHED HERETO AND MADE A PART THEREOF.



*Donald W. Bergh*  
DONALD W. BERGH, R.C.E.      *6/12/12*  
DATE

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

PREPARED ON

JUNE 12, 2012



ENGINEERING

LAND PLANNING

SURVEYING

Engineering, Inc.

357 N. SHERIDAN STREET  
SUITE 117  
CORONA, CALIFORNIA 92880  
TEL. (951) 279-1800  
FAX (951) 279-4380

Exhibit B  
Map of Easement Property  
[See Attached]

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**EXHIBIT "B"**

BEING A PORTIONS OF THE PARCELS OF LAND DESCRIBED IN A DEED RECORDED APRIL 27, 2006 AS INSTRUMENT NO. 2006-0303730, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE AND A DEED RECORDED APRIL 27, 2006 AS INSTRUMENT NO. 2006-0303731, O.R. OF SAID COUNTY, LYING WITHIN SECTION 29, TOWNSHIP 6 SOUTH, RANGE 2WEST, SAN BERNARDINO MERIDIAN

**EASEMENT NOTES:**

INDICATES A CONSERVATION EASEMENT IN FAVOR OF THE REGIONAL CONSERVATION AUTHORITY RECORDED AS INSTRUMENT NO. 2008-0040446 ON 1/25/08 AKA RCFC & WCD PARCEL 7205-500A

**LEGEND:**

( ) RECORD DATA PER INST NO. 2006-0303731, RECORDED 4/27/06

[ ] RECORD DATA PER INST NO. 2006-0303730, RECORDED 4/27/06

— INDICATES PROPOSED EASEMENT

**EASEMENT AREA:**

54,426.40± SQ. FT.  
1.25± AC.

**LINE TABLE**

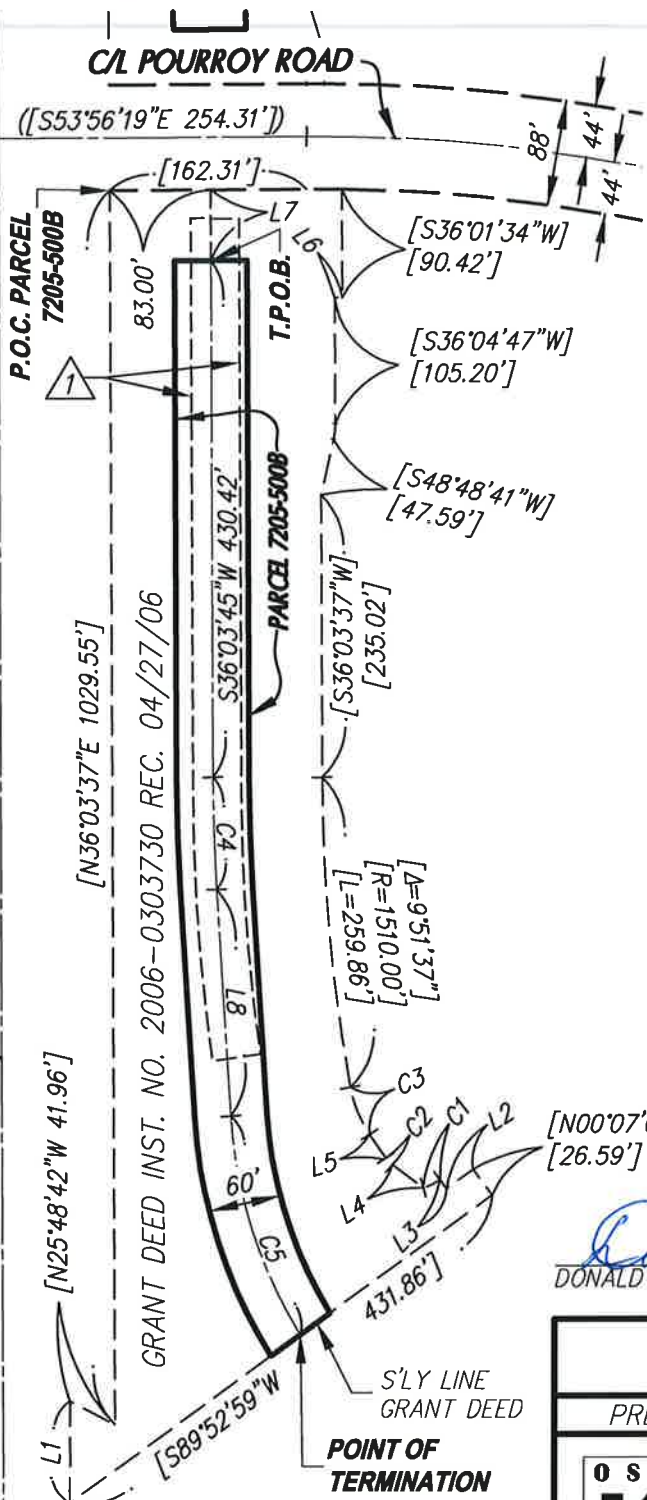
NO.	BEARING	DISTANCE
L1	[S36°03'37"W]	[84.96']
L2	[N89°52'59"E]	[27.01']
L3	[S00°07'01"E]	[9.09']
L4	[S16°55'30"E]	[31.95']
L5	[S02°25'55"W]	[23.68']
L6	[N53°54'01"W]	[6.25']
L7	S36°03'41"E	59.21'
L8	S32°43'14"W	189.70'

**CURVE TABLE**

NO.	BEARING	RADIUS	LENGTH
C1	[21°51'23"]	[40.00']	[15.26']
C2	[17°43'00"]	[25.00']	[7.73']
C3	[23°46'05"]	[104.16']	[43.21']
C4	03°20'31"	1603.50'	93.53'
C5	27°42'41"	400.00'	193.46'

C/L WINCHESTER ROAD

C/L POURROY ROAD



GRANT DEED INST. NO. 2006-0303730 REC. 04/27/06

[N00°07'01"W]  
[26.59']

*Donald W. Bergh*  
DONALD W. BERGH, R.C.E. DATE 4/2/2014



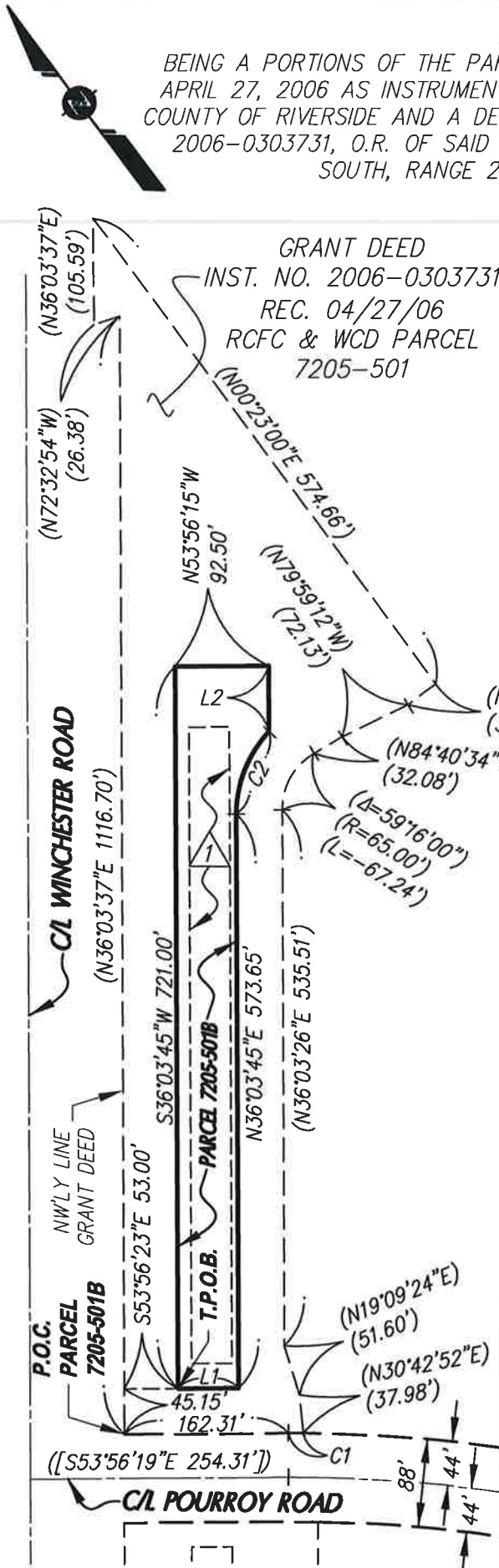
RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

PREPARED ON JUNE 12, 2012

**OSBORN ENGINEERING** 357 N. SHERIDAN STREET  
**K&A LAND PLANNING** SUITE 117  
**FALLAHI SURVEYING** CORONA, CALIFORNIA 92880  
 Engineering, Inc. TEL. (951) 279-1800  
 FAX (951) 279-4380

**EXHIBIT "B"**

BEING A PORTIONS OF THE PARCELS OF LAND DESCRIBED IN A DEED RECORDED APRIL 27, 2006 AS INSTRUMENT NO. 2006-0303730, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE AND A DEED RECORDED APRIL 27, 2006 AS INSTRUMENT NO. 2006-0303731, O.R. OF SAID COUNTY, LYING WITHIN SECTION 29, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN



**EASEMENT NOTES:**



INDICATES A CONSERVATION EASEMENT IN FAVOR OF THE REGIONAL CONSERVATION AUTHORITY RECORDED AS INSTRUMENT NO. 2008-0040446 ON 1/25/08 AKA RCFC & WCD PARCEL 7205-501A

**LEGEND:**

( ) RECORD DATA PER INST NO. 2006-0303731, RECORDED 4/27/06

[ ] RECORD DATA PER INST NO. 2006-0303730, RECORDED 4/27/06

— INDICATES PROPOSED EASEMENT

**EASEMENT AREA (PARCEL 1):**

46,215.19± SQ. FT.  
1.06± AC.

**LINE TABLE**

NO.	BEARING	DISTANCE
L1	S53°56'15"E	60.00'
L2	N36°03'45"E	65.23'

**CURVE TABLE**

NO.	BEARING	RADIUS	LENGTH
C1	(00°35'03")	(1444.00')	(14.72')
C2	43°11'00"	120.00'	90.44'

*Donald W. Bergh*  
DONALD W. BERGH, R.C.E. DATE 4/2/12



RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

PREPARED ON JUNE 12, 2012

	ENGINEERING	357 N. SHERIDAN STREET
	LAND PLANNING	SUITE 117
	SURVEYING	CORONA, CALIFORNIA 92880
	Engineering, Inc.	TEL. (951) 279-1800
		FAX (951) 279-4380

Exhibit C

Exceptions from the Title Report dated June 4, 2014, Policy Number 614671680

Issued by Lawyers Title Company, Riverside, CA

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[See Attached]

## SCHEDULE B – Section B

At the date hereof Exceptions to coverage in addition to the printed exceptions and exclusions in said policy form would be as follows:

- A. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2014-2015.

- B. There were no taxes levied for the fiscal year 2013-2014 as the property was vested in a public entity.

Assessor's Parcel No: 480-040-029-9

- C. There were no taxes levied for the fiscal year 2013-2014 as the property was vested in a public entity.

Assessor's Parcel No: 480-040-038-7

- D. An assessment by the improvement district shown below:

Assessment (or Bond) No:	0003
Series:	#6
District:	Eastern MWD
For:	water and sewers
Bond issued:	June 17, 1988
Original Amount:\$	Not Set Out

Said assessment is collected with the county/city property taxes.

- E. An assessment by the improvement district shown below:

Executed by:	Board of Directions of the Eastern Municipal Water District
For:	Community Facilities District 2001-01
Original Amount:\$	Not Set Out

Said assessment is collected with the county/city property taxes.

- F. An assessment by the improvement district shown below:

Executed by:	Board of Directions of the Eastern Municipal Water District
For:	Community Facilities District 2003-22 (Brookfield Overlay)
Original Amount:\$	Not Set Out

Said assessment is collected with the county/city property taxes.

An amended Notice of Special Tax Lien for Improvement Area A of Community Facilities District No. 2001-01 (French Valley), recorded March 5, 2003 as Instrument No. 2003-153536 of Official Records.

G. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 or Part 2, Chapter 3, Articles 3 and 4 respectively (commencing with Section 75) of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A; or as a result of changes in ownership or new construction occurring prior to date of policy.

1. Water rights, claims or title to water, whether or not disclosed by the public records.

2. Right(s) of way for the purpose(s) stated below as set forth in the patent to said Land

Purpose(s): a right of way for ditches and canal  
Recording Date: January 13, 1887  
Recording No: in Book 6, Page 26 of Patents of San Diego County  
Affects: said land more particularly described therein

3. Easement(s) for the purpose(s) shown below and rights incidental thereto, as delineated on or as offered for dedication on

Map/Plat: Parcel Map 9506  
Purpose: street and public utility purposes  
Affects: as shown on said map

4. Recitals as shown on that certain map/plat

Recording No: in Book 41, Pages 8 and 9 of Maps  
Which among other things recites

Floodplain and natural watercourses must be kept free of all buildings and obstructions.

Reference is hereby made to said document for full particulars.

5. Resolution No. 2002-238

Recording Date: July 12, 2002  
Recording No.: as Instrument No. 2002-382638 of Official Records

Reference is hereby made to said document for full particulars.

6. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: Eastern Municipal Water District, a Municipal Water District, its successors and assigns  
Purpose: sewage transmission and collection facilities  
Recording Date: March 12, 2003  
Recording No: as Instrument No. 2003-175305 of Official Records  
Affects: said land more particularly described therein

7. Matters contained in that certain document

Entitled: Agreement  
Dated: November 4, 2003  
Executed by: Riverside County Flood Control and Water Conservation District,  
County of Riverside, Valley-Wide Recreation & Park District and  
Brookfield Land Company Inc., a California Corporation  
Recording Date: November 26, 2003  
Recording No: as Instrument No. 2003-933895 of Official Records

Reference is hereby made to said document for full particulars.

8. An irrevocable offer to dedicate an easement over a portion of said Land for

Purpose(s): easement for the construction, use, repair, reconstruction,  
inspection, operation and maintenance of flood control facilities,  
drainage purposes and all appurtenant works including ingress and  
egress thereto  
Recording Date: March 9, 2004  
Recording No: as Instrument No. 2004-0163262 of Official Records  
Affects: said land more particularly described therein

9. An irrevocable offer to dedicate an easement over a portion of said Land for

Purpose(s): easement for the construction, use, repair, reconstruction,  
inspection, operation and maintenance of flood control facilities,  
drainage purposes and all appurtenant works including ingress and  
egress thereto  
Recording Date: March 9, 2004  
Recording No: as Instrument No. 2004-0163263 of Official Records  
Affects: said land more particularly described therein

10. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: County of Riverside, a political subdivision  
Purpose: public road and drainage purposes, including public utility and  
public services purposes  
Recording Date: December 14, 2005  
Recording No: as Instrument No. 2005-1030117 of Official Records  
Affects: said land more particularly described therein

11. Matters contained in that certain document

Entitled: Notice of High Water Pressure Condition  
Dated: April 27, 2005  
Executed by: Eastern Municipal Water District and Brookfield W633 LLC  
Recording Date: June 2, 2005  
Recording No: as Instrument No. 2005-438261 of Official Records

Reference is hereby made to said document for full particulars.

12. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.
13. Matters which may be disclosed by an inspection and/or by a correct ALTA/ACSM Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.
14. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

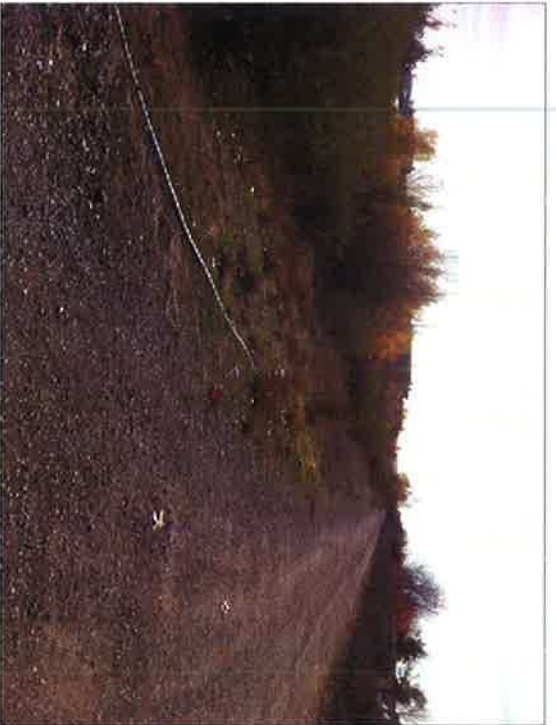
The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

15. Any easements not disclosed by the public records as to matters affecting title to real property, whether or not said easements are visible and apparent.
16. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other matters which a correct survey would disclose and which are not shown by the public records.

**END OF SCHEDULE B EXCEPTIONS**

**PLEASE REFER TO THE "NOTES AND REQUIREMENTS SECTION" WHICH FOLLOWS FOR INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION**



Photograph 1: Looking south



Photograph 2: Looking east/northeast



Photograph 3: Looking south



Photograph 4: Looking north/northwest

## Natural Condition of Easement Area



Source: PCR Services Corporation, 2013.

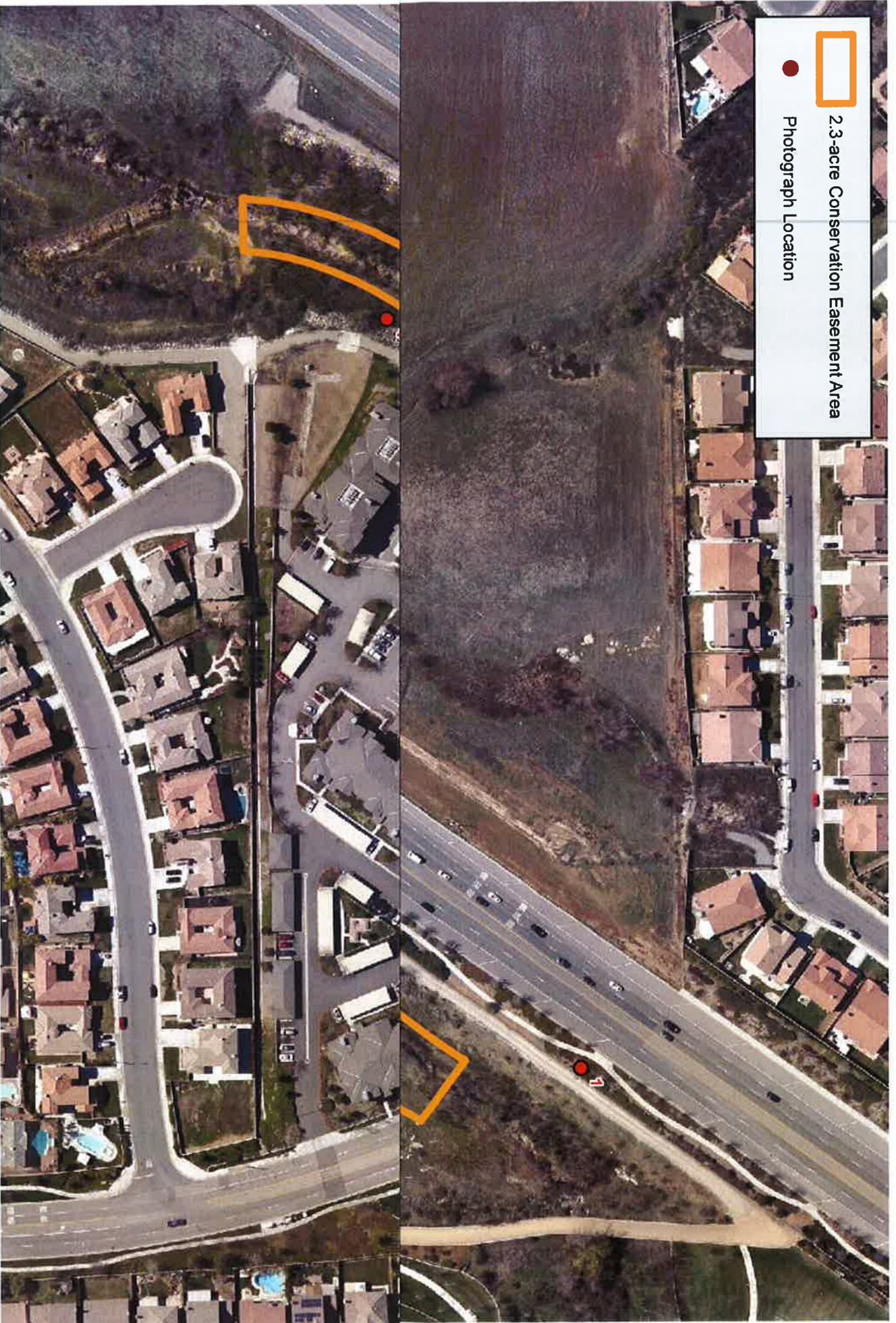




2.3-acre Conservation Easement Area



Photograph Location



Natural Condition of Easement Area



Source: Google Earth, 01-08-2013 (Aerial); PCR Services Corporation, 2013.



**POLICY NO.: PRO FORMA CA-FXDA-ICL-81067-1-00-614671680**  
**STANDARD COVERAGE POLICY**  
**OF TITLE INSURANCE**  
*Issued by*  
**Commonwealth Land Title Insurance Company**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, Commonwealth Land Title Insurance Company, a Nebraska corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of right of access to and from the land; and in addition, as to an insured lender only
5. The invalidity or unenforceability of the lien of the insured mortgage upon the title;
6. The priority of any lien or encumbrance over the lien of the insured mortgage, said mortgage being shown in Schedule B in the order of its priority;
7. The invalidity or unenforceability of any assignment of the insured mortgage, provided the assignment is shown in Schedule B, or the failure of the assignment shown in Schedule B to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title or the lien of the insured mortgage, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, Commonwealth Land Title Insurance Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Policy to become valid when countersigned by an authorized officer or agent of the Company.

**Lawyers Title, A Division of Commonwealth  
Land Title Insurance Company**

*Natalie Bombardieri*

Countersigned



**Commonwealth Land Title Insurance Company**

By:

*James M. Fair*

President

ATTEST

*[Signature]*

Secretary

**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulations (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

## CONDITIONS AND STIPULATIONS

## 1. Definition of Terms.

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors. The term "insured" also includes:

(i) the owner of the indebtedness secured by the insured mortgage and each successor in ownership of the indebtedness except a successor who is an obligor under the provisions of Section 12(c) of these Conditions and Stipulations (reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor insured, unless the successor acquired the indebtedness as a purchaser for value without knowledge of the asserted defect, lien, encumbrance, adverse claim or other matter insured against by this policy as affecting title to the estate or interest in the land);

(ii) any governmental agency or governmental instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage, or any part thereof, whether named as an insured herein or not;

(iii) the parties designated in Section 2(a) of these Conditions and Stipulations.

(b) "insured claimant": an insured claiming loss or damage.

(c) "insured lender": the owner of an insured mortgage.

(d) "insured mortgage": a mortgage shown in Schedule B, the owner of which is named as an insured in Schedule A.

(e) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(f) "land": the land described or referred to in Schedule A and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(g) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(h) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

(i) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A or the insured mortgage to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

## 2. Continuation of Insurance.

(a) After Acquisition of Title by Insured Lender. If this policy insures the owner of the indebtedness secured by the insured mortgage, the coverage of this policy shall continue in force as of Date of Policy in favor of (i) such insured lender who acquires all or any part of the estate or interest in the land by foreclosure, trustee's sale, conveyance in lieu of foreclosure, or other legal manner which discharges the lien of the insured mortgage; (ii) a transferee of the estate or interest so acquired from an insured corporation, provided the transferee is the parent or wholly-owned subsidiary of the insured corporation, and their corporate successors by operation of law and not by purchase, subject to any rights or defenses the Company may have against any predecessor insureds; and (iii) any governmental agency or governmental instrumentality which acquires all or any part of the estate or interest pursuant to a contract of insurance or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage.

(b) After Conveyance of Title by an Insured. The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from an insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to an insured.

(c) Amount of Insurance. The amount of insurance after the acquisition or after the conveyance by an insured lender shall in neither event exceed the least of:

(i) The amount of insurance stated in Schedule A;

(ii) The amount of the principal of the indebtedness secured by the insured mortgage as of Date of Policy, interest thereon, expenses of foreclosure, amounts advanced pursuant to the insured mortgage to assure compliance with laws or to protect the lien of the insured mortgage prior to the time of acquisition of the estate or interest in the land and secured thereby and reasonable amounts expended to prevent deterioration of improvements; but reduced by the amount of all payments made; or

(iii) The amount paid by a governmental agency or governmental instrumentality, if the agency or the instrumentality is the insured claimant, in the acquisition of the estate or interest in satisfaction of its insurance contract or guaranty.

## 3. Notice of Claim to be Given by Insured Claimant.

An insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest or the lien of the insured mortgage, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest or the lien of the insured mortgage, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to that insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

## 4. Defense and Prosecution of Actions; Duty of Insured Claimant to Cooperate.

(a) Upon written request by an insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of such insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of such insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The company will not pay any fees, costs or expenses incurred by an insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured, or to prevent or reduce loss or damage to an insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, an insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such insured for this purpose. Whenever requested by the Company, an insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured. If the Company is prejudiced by the failure of an insured to furnish the required cooperation, the Company's obligations to such insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

## 5. Proof of Loss or Damage.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by each insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of an insured claimant to provide the required proof of loss or damage, the Company's obligations to such insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, an insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by an insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of an insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that insured for that claim.

## 6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness.

(i) to pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay; or

(ii) in case loss or damage is claimed under this policy by the owner of the indebtedness secured by the insured mortgage, to purchase the indebtedness secured by the insured mortgage for the amount owing thereon together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of purchase and which the Company is obligated to pay.

If the Company offers to purchase the indebtedness as herein provided, the owner of the indebtedness shall transfer, assign, and convey the indebtedness and the insured mortgage, together with any collateral security, to the Company upon payment therefor.

Upon the exercise by the Company of the option provided for in paragraph a(i), all liability and obligations to the insured under this policy, other than to make the payment required in that paragraph, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

Upon the exercise by the Company of the option provided for in paragraph a(ii) the Company's obligation to an insured Lender under this policy for the claimed loss or damage, other than the payment required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

(b) To Pay or Otherwise Settle with Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs b(i) or b(ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

Conditions and Stipulations Continued

**CONDITIONS AND STIPULATIONS - CONTINUED**

**7. DETERMINATION AND EXTENT OF LIABILITY.**

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy to an insured lender shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A, or, if applicable, the amount of insurance as defined in Section 2 (c) of these Conditions and Stipulations;

(ii) the amount of the unpaid principal indebtedness secured by the insured mortgage as limited or provided under Section 8 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage insured against by this policy occurs, together with interest thereon; or

(iii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the insured lender has acquired the estate or interest in the manner described in Section 2(a) of these Conditions and Stipulations or has conveyed the title, then the liability of the Company shall continue as set forth in Section 7(a) of these Conditions and Stipulations.

(c) The liability of the Company under this policy to an insured owner of the estate or interest in the land described in Schedule A shall not exceed the least of:

(i) the Amount of insurance stated in Schedule A; or,

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(d) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

**8. LIMITATION OF LIABILITY.**

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, or otherwise establishes the lien of the insured mortgage, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, or, if applicable, to the lien of the insured mortgage, as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

(d) The Company shall not be liable to an insured lender for: (i) any indebtedness created subsequent to Date of Policy except for advances made to protect the lien of the insured mortgage and secured thereby and reasonable amounts expended to prevent deterioration of improvements; or (ii) construction loan advances made subsequent to Date of Policy, except construction loan advances made subsequent to Date of Policy for the purpose of financing in whole or in part the construction of an improvement to the land which at Date of Policy were secured by the insured mortgage and which the insured was and continued to be obligated to advance at and after Date of Policy.

**9. Reduction of Insurance; Reduction or Termination of Liability.**

(a) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of insurance pro tanto. However, as to an insured lender, any payments made prior to the acquisition of title to the estate or interest as provided in Section 2(a) of these Conditions and Stipulations shall not reduce pro tanto the amount of insurance afforded under this policy as to any such insured, except to the extent that the payments reduce the amount of the indebtedness secured by the insured mortgage.

(b) Payment in part by any person of the principal of the indebtedness, or any other obligation secured by the insured mortgage, or any voluntary partial satisfaction or release of the insured mortgage, to the extent of the payment, satisfaction or release, shall reduce the amount of insurance pro tanto. The amount of insurance may thereafter be increased by accruing interest and advances made to protect the lien of the insured mortgage and secured thereby, with interest thereon, provided in no event shall the amount of insurance be greater than the Amount of Insurance stated in Schedule A.

(c) Payment in full by any person or the voluntary satisfaction or release of the insured mortgage shall terminate all liability of the Company to an insured lender except as provided in Section 2(a) of these Conditions and Stipulations.

**10. LIABILITY NONCUMULATIVE.**

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

The provisions of this Section shall not apply to an insured lender, unless such insured acquires title to said estate or interest in satisfaction of the indebtedness secured by an insured mortgage.

**11. PAYMENT OF LOSS.**

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

**12. SUBROGATION UPON PAYMENT OR SETTLEMENT.**

**(a) The Company's Right of Subrogation.**

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated (i) as to an insured owner, to all rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss; and (ii) as to an insured lender, to all rights and remedies of the insured claimant after the insured claimant shall have recovered its principal, interest, and costs of collection.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

**(b) The Insured's Rights and Limitations.**

Notwithstanding the foregoing, the owner of the indebtedness secured by an insured mortgage, provided the priority of the lien of the insured mortgage or its enforceability is not affected, may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the insured mortgage, or release any collateral security for the indebtedness.

When the permitted acts of the insured claimant occur and the insured has knowledge of any claim of title or interest adverse to the title to the estate or interest or the priority or enforceability of the lien of an insured mortgage, as insured, the Company shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

**(c) THE COMPANY'S RIGHTS AGAINST NON-INSURED OBLIGORS.**

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

The Company's right of subrogation shall not be avoided by acquisition of an insured mortgage by an obligor (except an obligor described in Section 1(a)(ii) of these Conditions and Stipulations) who acquires the insured mortgage as a result of an indemnity, guarantee, other policy of insurance, or bond and the obligor will not be an insured under this policy, notwithstanding Section 1(a)(i) of these Conditions and Stipulations.

**13. Arbitration.**

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

**14. Liability Limited to This Policy; Policy Entire Contract.**

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the lien of the insured mortgage or of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

**15. Severability.**

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

**16. Notices Where Sent.**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to: Commonwealth Land Title Insurance Company, P.O. Box 45023, Jacksonville, Florida 32232-5023 Attn: Claim's Dept.

**Policy No.:** PRO FORMA CA-FXDA-ICL-81067-1-00-614671680

**CLTA STANDARD OWNERS COVERAGE - 1990  
POLICY OF TITLE INSURANCE**  
Issued by  
**Commonwealth Land Title Insurance Company**

**SCHEDULE A**

*This is a Pro Forma Policy. It does not reflect the present state of the Title and is not a commitment to (i) insure the Title or (ii) issue any of the attached endorsements. Any such commitment must be an express written undertaking on appropriate forms of the Company.*

Amount of Insurance: \$ To Be Determined

File No.: **614671680**

Premium: \$ To Be Determined

Endorsement Fee: \$ To Be Determined

Date of Policy: AT To Be Determined

1. Name of Insured:

Riverside County Flood Control and Water Conservation District

2. The estate or interest in the land described herein and which is covered by this policy is:

A FEE

3. The estate or interest referred to herein is at the Date of Policy vested in:

Riverside County Flood Control and Water Conservation District

4. The land referred to in this policy is situated in the County of Riverside, State of CALIFORNIA, and is more particularly described in Exhibit "A" attached hereto and made a part hereof.

**EXHIBIT "A"**

All that certain real property situated in the County of Riverside, State of California, described as follows:

BEING PORTIONS OF THE PARCELS OF LAND DESCRIBED IN A GRANT DEED RECORDED APRIL 27, 2006 AS INSTRUMENT NO. 2006-0303730, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE AND A DEED RECORDED APRIL 27, 2006 AS INSTRUMENT NO. 2006-0303731, O.R. OF SAID COUNTY, LYING WITHIN SECTION 29, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**PARCEL 7205-500B**

BEING A 60.00 FOOT WIDE STRIP OF LAND LYING WITHIN THE PARCEL OF LAND DESCRIBED IN GRANT DEED RECORDED AS INSTRUMENT NO. 2006-0303730, THE CENTERLINE OF WHICH MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE MOST NORTHERLY POINT OF THE PARCEL OF LAND DESCRIBED IN SAID GRANT DEED, SAID POINT ALSO LYING ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF POURROY ROAD, HAVING A HALF WIDTH OF 44.00 FEET AS SHOWN ON SAID GRANT DEED;  
THENCE ALONG THE NORTHEASTERLY LINE OF SAID GRANT DEED AND SAID SOUTHWESTERLY RIGHT OF WAY LINE, SOUTH 53° 56' 19" EAST A DISTANCE OF 83.00 FEET;

THENCE LEAVING SAID NORTHEASTERLY LINE OF SAID GRANT DEED AND SAID SOUTHWESTERLY RIGHT OF WAY LINE, SOUTH 36° 03' 41" WEST A DISTANCE OF 59.21 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 36° 03' 45" WEST A DISTANCE OF 430.42 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1603.50 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 03° 20' 31" AN ARC LENGTH OF 93.53 FEET;

THENCE SOUTH 32° 43' 14" WEST A DISTANCE OF 189.70 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 400.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27° 42' 41" AN ARC LENGTH OF 193.46 FEET, SAID POINT BEING THE **POINT OF TERMINATION**.

THE NORTHEASTERLY TERMINUS OF THE SIDELINES OF SAID EASEMENT ARE TO BE SHORTENED OR EXTENDED AS TO TERMINATE AT A LINE PARALLEL WITH AND 59.21 FEET SOUTHWESTERLY, MEASURED AT RIGHT ANGLES, TO THE AFOREMENTIONED NORTHEASTERLY LINE OF SAID GRANT DEED AND AT THE SOUTHWESTERLY TERMINUS THE SIDELINES OF SAID EASEMENT ARE TO BE SHORTENED OR EXTENDED SO AS TO TERMINATE AT THE SOUTHERLY MOST LINE OF SAID GRANT DEED, SAID LINE HAVING A BEARING OF SOUTH 89° 52' 59" WEST AS SHOWN ON SAID GRANT DEED.

CONTAINING 54,426.40 SQUARE FEET/1.25 ACRES, MORE OR LESS.

**PARCEL 7205-501B**

BEING A PORTION OF SAID GRANT DEED RECORDED AS INSTRUMENT NO. 2006-0303731;

**COMMENCING** AT THE WESTERLY MOST POINT OF SAID GRANT DEED, SAID POINT ALSO LYING ON THE NORTHEASTERLY RIGHT OF WAY LINE OF POURROY ROAD AS SHOWN ON SAID GRANT DEED;

THENCE ALONG THE NORTHWESTERLY LINE OF SAID GRANT DEED AND THE EASTERLY RIGHT OF WAY LINE OF WINCHESTER ROAD NORTH 36° 03' 45" EAST A DISTANCE OF 45.15 FEET;

THENCE LEAVING SAID NORTHWESTERLY LINE AND SAID EASTERLY RIGHT OF WAY LINE, SOUTH 53° 56' 23" EAST A DISTANCE OF 53.00 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 53° 56' 15" EAST A DISTANCE OF 60.00 FEET;

THENCE NORTH 36° 03' 45" EAST A DISTANCE OF 573.65 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 120.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 43° 11' 00" AN ARC LENGTH OF 90.44 FEET;

THENCE NORTH 36° 03' 45" EAST A DISTANCE OF 65.23 FEET;

THENCE NORTH 53° 56' 15" WEST A DISTANCE OF 92.50 FEET;

THENCE SOUTH 36° 03' 45" WEST A DISTANCE OF 721.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 46,215.19 SQUARE FEET/1.06 ACRES, MORE OR LESS.

**SCHEDULE B  
EXCEPTIONS FROM COVERAGE**

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE (AND THE COMPANY WILL NOT PAY COSTS, ATTORNEY'S FEES OR EXPENSES) WHICH ARISE BY REASON OF:

**PART I**

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.  
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interest or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**END OF SCHEDULE B - PART I**



**SCHEDULE B  
PART II**

A. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2014-2015.

B. There were no taxes levied for the fiscal year 2013-2014 as the property was vested in a public entity.

Assessor's Parcel No: 480-040-029-9

C. There were no taxes levied for the fiscal year 2013-2014 as the property was vested in a public entity.

Assessor's Parcel No: 480-040-038-7

D. An assessment by the improvement district shown below:

Assessment (or Bond) No: 0003  
Series: #6  
District: Eastern MWD  
For: water and sewers  
Bond issued: June 17, 1988  
Original Amount:\$ Not Set Out

Said assessment is collected with the county/city property taxes.

E. An assessment by the improvement district shown below:

Executed by: Board of Directions of the Eastern Municipal Water District  
For: Community Facilities District 2001-01  
Original Amount:\$ Not Set Out

Said assessment is collected with the county/city property taxes.

F. An assessment by the improvement district shown below:

Executed by: Board of Directions of the Eastern Municipal Water District  
For: Community Facilities District 2003-22 (Brookfield Overlay)  
Original Amount: \$ Not Set Out

Said assessment is collected with the county/city property taxes.

An amended Notice of Special Tax Lien for Improvement Area A of Community Facilities District No. 2001-01 (French Valley), recorded March 5, 2003 as Instrument No. 2003-153536 of Official Records.

G. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 or Part 2, Chapter 3, Articles 3 and 4 respectively (commencing with Section 75) of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A; or as a result of changes in ownership or new construction occurring prior to date of policy.

1. Water rights, claims or title to water, whether or not disclosed by the public records.
2. Right(s) of way for the purpose(s) stated below as set forth in the patent to said Land

Purpose(s): a right of way for ditches and canal  
Recording Date: January 13, 1887  
Recording No: in Book 6, Page 26 of Patents of San Diego County  
Affects: said land more particularly described therein

3. Easement(s) for the purpose(s) shown below and rights incidental thereto, as delineated on or as offered for dedication on

Map/Plat: Parcel Map 9506  
Purpose: street and public utility purposes  
Affects: as shown on said map

4. Recitals as shown on that certain map/plat

Recording No: in Book 41, Pages 8 and 9 of Maps

Which among other things recites

Floodplain and natural watercourses must be kept free of all buildings and obstructions.

Reference is hereby made to said document for full particulars.

5. Resolution No. 2002-238

Recording Date: July 12, 2002  
Recording No.: as Instrument No. 2002-382638 of Official Records

Reference is hereby made to said document for full particulars.

6. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: Eastern Municipal Water District, a Municipal Water District, its successors and assigns  
Purpose: sewage transmission and collection facilities  
Recording Date: March 12, 2003  
Recording No: as Instrument No. 2003-175305 of Official Records  
Affects: said land more particularly described therein

7. Matters contained in that certain document

Entitled: Agreement  
Dated: November 4, 2003  
Executed by: Riverside County Flood Control and Water Conservation District, County of Riverside, Valley-Wide Recreation & Park District and Brookfield Land Company Inc., a California Corporation  
Recording Date: November 26, 2003  
Recording No: as Instrument No. 2003-933895 of Official Records

Reference is hereby made to said document for full particulars.

8. An irrevocable offer to dedicate an easement over a portion of said Land for

Purpose(s): easement for the construction, use, repair, reconstruction, inspection, operation and maintenance of flood control facilities, drainage purposes and all appurtenant works including ingress and egress thereto  
Recording Date: March 9, 2004  
Recording No: as Instrument No. 2004-0163262 of Official Records  
Affects: said land more particularly described therein

9. An irrevocable offer to dedicate an easement over a portion of said Land for

Purpose(s): easement for the construction, use, repair, reconstruction, inspection, operation and maintenance of flood control facilities, drainage purposes and all appurtenant works including ingress and egress thereto  
Recording Date: March 9, 2004  
Recording No: as Instrument No. 2004-0163263 of Official Records  
Affects: said land more particularly described therein

10. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: County of Riverside, a political subdivision  
Purpose: public road and drainage purposes, including public utility and public services purposes  
Recording Date: December 14, 2005  
Recording No: as Instrument No. 2005-1030117 of Official Records  
Affects: said land more particularly described therein

11. Matters contained in that certain document

Entitled: Notice of High Water Pressure Condition  
Dated: April 27, 2005  
Executed by: Eastern Municipal Water District and Brookfield W633 LLC  
Recording Date: June 2, 2005  
Recording No: as Instrument No. 2005-438261 of Official Records

Reference is hereby made to said document for full particulars.

Note No. 1: This is a 'Pro Forma policy'; it is not a policy of title insurance and does not reflect the present condition of title. No liability is assumed hereby. This Pro Forma policy is furnished to the proposed insured only. This Pro Forma policy indicates only the kind of coverage the Company would expect to issue if all necessary documentation is furnished and all acts performed to the satisfaction of the Company for a title insurance product to be issued in this form.

Note No. 2: In addition to all matters set forth in Schedule B above, the title policy will except from coverage:

1. Any existing defects, liens, encumbrances or other matters not released or otherwise eliminated to the satisfaction of the Company;
2. Any defects, liens, encumbrances or other matters which arise, occur or are disclosed to the Company between the date of the preparation of this pro forma and the issuance of any policy of insurance.

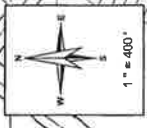
This Pro Forma policy is for information only and is not a commitment to insure or statement of condition of title, and no liability is assumed hereby.

**END OF SCHEDULE B - PART II**

Endorsements: NONE

480-04  
457-16

TRA 054-005  
009-218  
054-221

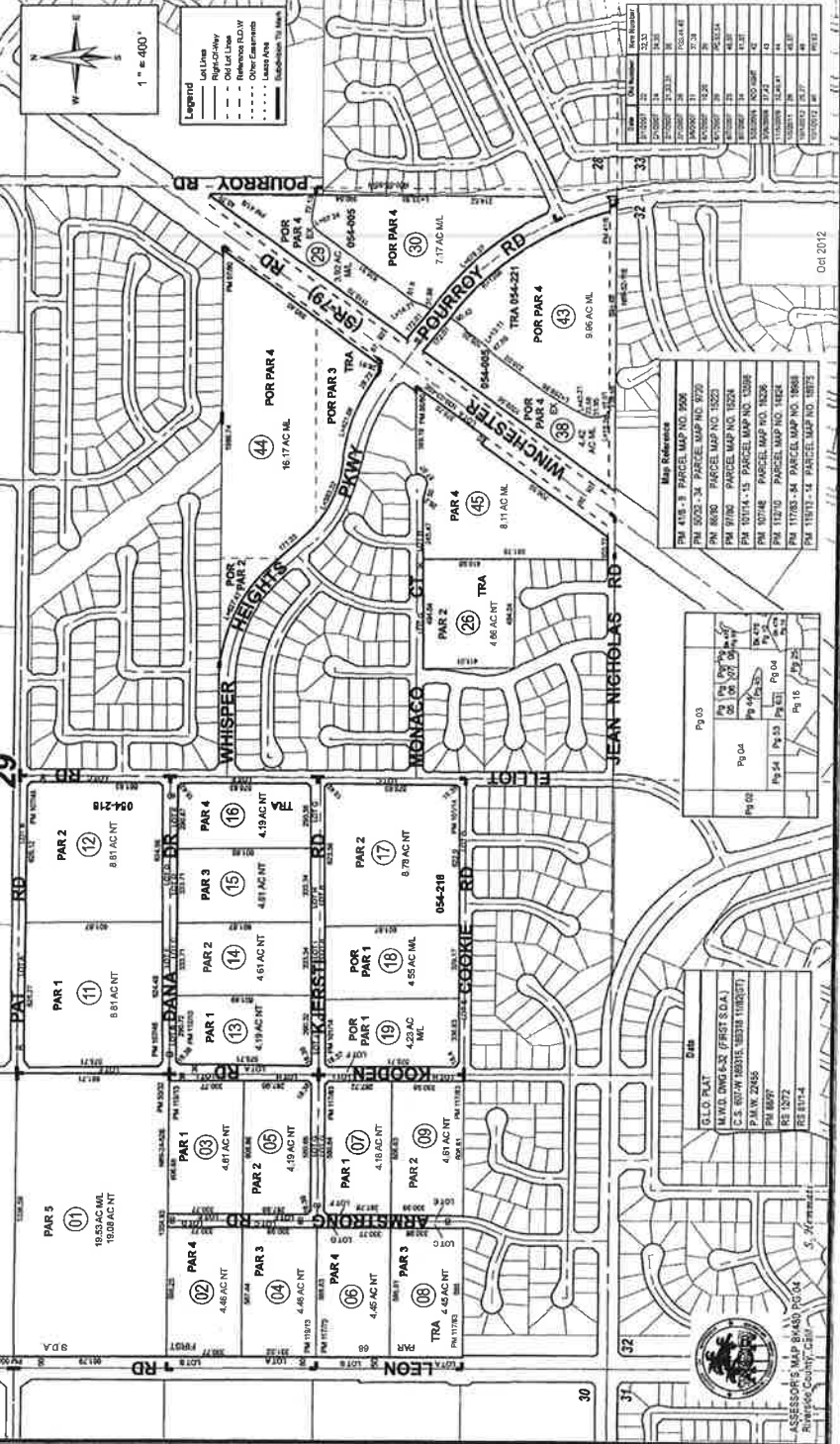


Legend

- Lot Line
- Road/Driveway
- Old Lot Line
- Other Easements
- Lease Area
- Subdivision To Be Made

THIS MAP SHOULD BE USED FOR REFERENCE PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.



Map References

PM 481-3	PARCEL MAP NO. 9008
PM 5002-3	PARCEL MAP NO. 9272
PM 6600	PARCEL MAP NO. 10201
PM 6700	PARCEL MAP NO. 10201
PM 10714-15	PARCEL MAP NO. 12008
PM 10748	PARCEL MAP NO. 12008
PM 12570	PARCEL MAP NO. 12528
PM 11703-54	PARCEL MAP NO. 12658
PM 12512-14	PARCEL MAP NO. 12675

Map References

Pg 03
Pg 04
Pg 05
Pg 06
Pg 07
Pg 08
Pg 09
Pg 10
Pg 11
Pg 12
Pg 13
Pg 14
Pg 15
Pg 16

Map References

GLO PLAT
M.W.D. DWG 6-2 (FIRST S.D.A.)
C.S. 607-W 1801A (WEST THROUGH)
P.M.W. 27455
PM 8097
RE 12072
RE 817-4



ASSASSOR'S OFFICE  
Riverside County, Calif.  
S. Williams

Oct 2012



REPLY TO  
ATTENTION OF

Regulatory Division

**DEPARTMENT OF THE ARMY**

LOS ANGELES DISTRICT CORPS OF ENGINEERS  
RIVERSIDE FIELD OFFICE  
1451 RESEARCH PARK DRIVE, SUITE 100  
RIVERSIDE, CALIFORNIA 92507-2154

November 18, 2011

Dennis Chapman  
Lennar Homes  
3090 Bristol St Suite 220  
Costa Mesa, CA 92626

Dear Mr. Chapman:

This letter is in reference to Department of the Army (DA) permits (File No. SPL-1999-16587-ESL and 2002-01589-LAM), dated August 7, 2000 and February 2, 2004 respectively, which authorized you to discharge fill material into waters of the U.S. associated with the Wallach Property project. The authorized work occurred on the Wallach Property (bound by Pourroy Road to the east and Winchester Road to the west), located east of the City of Murrieta, Riverside County, California.

The DA permits required you to compensate for unavoidable impacts to waters of the U.S., by establishment of 2.5 acres of stream bed with associated riparian habitat areas, as described in the Corps-approved Mitigation Plan, titled *Habitat Mitigation and Monitoring Plan for the Wallach Property* (Prepared by PCR, January 2004).

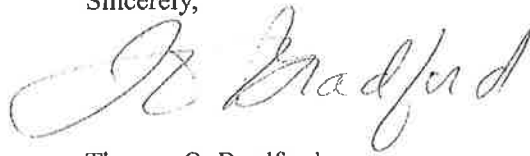
Upon consideration of your request for verification that the compensatory mitigation requirements for the abovementioned permits have been met, I have determined that you have met all performance standards prescribed in the mitigation plan. The mitigation site's status was reviewed by Crystel Doyle of my staff and she confirmed by site inspection on February 10, 2011 that the project met the performance criteria, as described in the final monitoring report dated November 2010. Furthermore, in an email dated June 16, 2011, the California Water Quality Control Board concurred that the compensatory mitigation performance criteria have been met. Accordingly, you have successfully fulfilled the DA permit mitigation and monitoring requirements and no further monitoring is required.

Thank you for participating in our regulatory program. If you have any questions, please contact Crystel Doyle of my staff at 951.276.6624 x260 or via e-mail at [Crystel.L.Doyle@usace.army.mil](mailto:Crystel.L.Doyle@usace.army.mil).

Please be advised that you can now comment on your experience with Regulatory Division by accessing the Corps web-based customer survey form at:  
<http://per2.nwp.usace.army.mil/survey.html>.

***"Building Strong and Taking Care of People!"***

Sincerely,

A handwritten signature in cursive script, appearing to read "T. Bradford".

Therese O. Bradford  
Chief, South Coast Branch



**DEPARTMENT OF THE ARMY**  
**LOS ANGELES DISTRICT, CORPS OF ENGINEERS**  
P.O BOX 532711  
LOS ANGELES, CALIFORNIA 90053-2325

REPLY TO  
ATTENTION OF:

February 2, 2004

Office of the Chief  
Regulatory Branch

Dennis Chapman  
Brookfield Homes  
1522 Brookhollow Drive, Suite 1  
Santa Ana, California 92705

Dear Mr. Chapman:

Reference is made to your application (No. 200201589-DLC) dated May 1, 2002, for a Department of the Army Permit. Enclosed are two copies of the permit authorizing you to construct the flood control facilities and mitigation in the French Valley tributary to Warm Springs Creek, Riverside County, California. Your activity would impact 0.39 acre of Corps jurisdiction, and be mitigated by 1.7 acre of onsite creation as described in your Habitat Mitigation and Monitoring Plan.

**THIS PERMIT WILL NOT BECOME VALID UNTIL YOU HAVE TAKEN ALL OF THE FOLLOWING STEPS:**

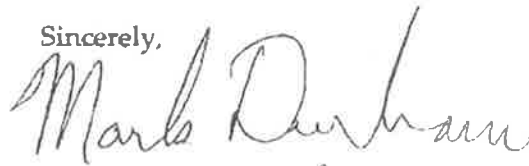
- 1. The owner or authorized responsible official must sign and date the both copies of the permit indicating that he/she agrees to the work as described and agrees to comply with all conditions stated in the permit.**
- 2. The signer's name and title (if any) must be typed or printed below the signature.**
- 3. Both signed copies of the permit must be returned to the Corps of Engineers at the above address (Attention: CESPL-CO-R). Upon receipt of the signed copies, the Corps of Engineers will sign and forward one of the copies back to you.**
- 4. When returning the signed copies of the permit, include a check for the processing fee of \$100, payable to the Finance and Accounting Officer USAED LA.**

If we do not receive the signed copies of the permit within 60 days from the date of this letter, your request for the proposed work will be withdrawn.

-2-

We have also enclosed pre-addressed postcards for you to notify this office regarding the dates for beginning and completing the authorized activity.

Sincerely,

A handwritten signature in cursive script that reads "Mark Durham".

Aaron Allen *for*  
Acting Chief, Regulatory Branch





LOS ANGELES DISTRICT  
U.S. ARMY CORPS OF ENGINEERS

## DEPARTMENT OF THE ARMY PERMIT

**Permittee:** Brookfield Homes  
**Permit Number:** 200201589-DLC  
**Issuing Office:** Los Angeles District

Note: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

**Project Description:** The applicant proposes to construct a commercial development and recreational park on 31 acres adjacent to Winchester Road/Highway 79, near Temecula, California. The extension of Pourroy Road through the project site was permitted in a previous action, Corps permit number 199916587. As part of the development of the park and commercial center, the applicant proposes to impact 0.39 acre of waters of the U.S. including 0.23 acre of wetlands. The proposed impacts include a redesigned channel that would convey the 100-year flood event. The proposed channel redesign would range in width from 140 to 200 feet, and would contain a 40-foot wide riparian strip that would not be maintained.

**Project Location:** The commercial development would be constructed adjacent to Winchester Road in the French Valley, Riverside County, California.

### Permit Conditions:

#### General Conditions:

1. The time limit for completing the authorized activity ends on February 2, 2007. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer

to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification from this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished with the terms and conditions of your permit.

**Special Conditions:**

1. The Permittee shall post a letter of credit or other financial assurance ("financial assurance") in a form approved by the Corps for the estimated cost of site preparation, planting, irrigation, and 5 years of maintenance and monitoring of the MMP (including a 20% contingency to be added to the total costs). The purpose of this financial assurance is to guarantee the successful implementation, maintenance and monitoring of the wetland and non-wetland waters creation, restoration, and enhancement work. A draft financial assurance with an itemized cost list shall be submitted to the Corps for approval within 30 days of issuance of the permit. The final financial assurance for the amount approved by the Corps shall be submitted within 20 days of receiving approval of the draft financial assurance. Other financial assurance may include a Performance Bond, in which case, the Permittee shall post a Performance Bond for 120% of the anticipated cost of the mitigation and monitoring associated with the project, as indicated above. In addition,
  - a. The bonding company must appear on the Department of Treasury Circular 570, Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies. For a current list of Treasury-authorized companies, write or call the Surety Bond Branch, Financial Management Services, Department of the Treasury, Washington DC 20227; (202) 874-6850.
  - b. The performance bond shall be released only upon a determination by the Corps that successful mitigation has been completed.
  - c. The Permittee shall submit a draft bond with an itemized costs list to the Corps for approval within 30 days of issuance of the permit and at least 30 days prior to initiating waters/wetlands impact authorized by the permit.

- d. The Permittee shall submit the final bond in the form and amount approved by the Corps at least 5 days prior to initiating work in waters/wetlands authorized by the permit.
  - e. In the event mitigation costs exceed or otherwise deviate from the amount of performance bond originally posted, the Permittee shall revise the Performance Bond to reflect true cost (based on the final Corps-approved MMP).
2. The permittee shall submit documentation that both Valley Wide and RCFCWCD concur with and will conform to the requirements for the 40-foot wide unmaintained riparian corridor. Should either agency cause impacts to this corridor due to unapproved maintenance, they shall be required to mitigate at a 5:1 mitigation ratio. Such mitigation shall consist of onsite restoration and 4:1 mitigation at a location to be jointly determined by the Corps and the agency required to mitigate.
  3. The permittee shall submit a final mitigation and monitoring plan no later than 30 days after issuance of this permit.
  4. The permittee shall submit monitoring reports on October 1 of each year after the installation of the mitigation. The reports shall consist of the information described in the draft mitigation and monitoring plan dated April 2003.

**Further Information:**

1. Congressional Authorities. You have been authorized to undertake the activity described above pursuant to:
  - ( ) Section 10 of the River and Harbor Act of 1899 (33 U.S.C. 403).
  - (X) Section 404 of the Clean Water Act (33 U.S.C. 1344).
  - ( ) Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).
2. Limits of this authorization.
  - a. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.
  - b. This permit does not grant any property rights or exclusive privileges.
  - c. This permit does not authorize any injury to the property or rights of others.
  - d. This permit does not authorize interference with any existing or proposed Federal project.
3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:
  - a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

- b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
  - c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
  - d. Design or construction deficiencies associated with the permitted work.
  - e. Damage claims associated with any future modification, suspension, or revocation of this permit.
4. **Reliance on Applicant's Data.** The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.
5. **Reevaluation of Permit Decision.** This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:
- a. You fail to comply with the terms and conditions of this permit.
  - b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).
  - c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measure ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. **Extensions.** General condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give you favorable consideration to a request for an extension of this time limit.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

\_\_\_\_\_  
PERMITTEE

\_\_\_\_\_  
DATE

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

\_\_\_\_\_  
Aaron Allen  
Acting Chief, Regulatory Branch

\_\_\_\_\_  
DATE

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

\_\_\_\_\_  
TRANSFEREE

\_\_\_\_\_  
DATE



LOS ANGELES DISTRICT  
U.S. ARMY CORPS OF ENGINEERS

**CERTIFICATION OF COMPLIANCE WITH  
DEPARTMENT OF THE ARMY PERMIT**

**Permit Number:** 200301477-DLC

**Name of Permittee:** Classic Pacific LLC

**Date of Issuance:**

Upon completion of the activity authorized by this permit, sign this certification and return it to the following address:

Regulatory Branch - Los Angeles District Office  
ATTN: CESPL-CO-R-200301477-DLC  
P.O. Box 532711  
Los Angeles, California 90053-2325

Please note that your permitted activity is subject to a compliance inspection by an Army Corps of Engineers representative. If you fail to comply with this permit you may be subject to permit suspension, modification, or revocation.

I hereby certify that the work authorized by the above referenced permit has been completed in accordance with the terms and conditions of said permit.

\_\_\_\_\_  
Signature of Permittee

\_\_\_\_\_  
Date



# California Regional Water Quality Control Board San Diego Region



Linda S. Adams  
Acting Secretary for  
Environmental Protection

Over 50 Years Serving San Diego, Orange, and Riverside Counties  
Recipient of the 2004 Environmental Award for Outstanding Achievement from USEPA

Edmund G. Brown Jr.  
Governor

9174 Sky Park Court, Suite 100, San Diego, California 92123-4353  
(858) 467-2952 • Fax (858) 571-6972  
[http:// www.waterboards.ca.gov/sandiego](http://www.waterboards.ca.gov/sandiego)

April 22, 2011

In reply refer to:  
271621: clofen

Dennis Chapman  
Brookfield Land Company, Inc.  
1522 Brookhollow Drive  
Santa Ana, CA 92705

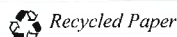
Dear Mr. Chapman:

**SUBJECT: AMENDMENTS TO CWA SECTION 401 WATER QUALITY  
CERTIFICATION NO. 02C-056 FOR THE WALLACH PROPERTY  
PROJECT**

On March 14, 2011, the San Diego Regional Water Quality Control Board (San Diego Water Board) received a request to amend Section 401 Water Quality Certification No. 02C-056 (Certification) for the Wallach Property Project (Project). The request consists of a modification of the mitigation site requirements to include specific areas of maintenance by Riverside County Flood Control and Water Conservation District (RCFCWCD).

The Project, which has already been constructed, included the development of a commercial site and recreational park in Riverside County. The project resulted in permanent impacts to approximately 0.39 acres of an unnamed tributary to Warm Springs Creek. The required mitigation included the creation of approximately 1,975 linear feet of streambed on-site, including 2.1 acres of riparian habitat. Mitigation was installed in November 2005 and has finished its 5<sup>th</sup> year of monitoring. On May 29, 2008, the San Diego Water Board issued Notice of Violation R9-2008-0068 to Brookfield Land Company for failure to submit a conservation easement over the mitigation site, and for failure to submit the final requirements that RCFCWCD had placed on the project. As a result, Brookfield Land Company has requested to amend the original mitigation and preservation conditions in the Certification to allow for RCFCWCD to conduct maintenance activities within the existing mitigation site approximately 50 feet upstream and downstream of Pourroy Road, as well as adjacent to storm drain outfalls within the mitigation site. The RCFCWCD will not allow the placement of a conservation mechanism over the mitigation area unless it explicitly allows for maintenance at these locations. The total area of existing mitigation proposed to be impacted by maintenance activities is 0.32 acres.

*California Environmental Protection Agency*



The Certification requires the creation of 2.1 acres of riparian waters of the state within the on-site mitigation area. However, the 5<sup>th</sup> year mitigation monitoring report and amendment request determined that the on-site mitigation efforts resulted in the creation of 2.96 acres of southern willow scrub/riparian woodland, all of which are considered waters of the United States. Excluding the 0.32 acres of proposed flood control maintenance areas within the mitigation site, this represents a total created area of 2.64 acres of waters of the U.S./State, which consists of 0.54 acres of creation beyond the 2.1 acres required by the Certification. Thus, the reduction in size of the mitigation site due to impacts by RCFCWCD of 0.32 acre would not violate the acreage mitigation requirements of the original Certification.

After a review of the Project's file and the proposed changes for the mitigation and preservation mechanism, I concur that the proposed changes to the mitigation and preservation requirements (Additional Condition 12) are reasonable modifications to the original Section 401 Water Quality Certification. As a result, the Section 401 Water Quality Certification for the Wallach Property has been amended to reflect these proposed changes. The amendments are included below with changes shown in bold/strikeout format.

**Additional Condition 12 of the Certification (enclosed) is amended as follows:**

The Brookfield Land Company, Inc. shall submit, within 90 days of issuance of this ~~certification amendment~~, a draft conservation easement, ~~or deed restriction, or other legal mechanism~~ that **will protect all mitigation areas in perpetuity, excluding the 0.32 acres of required flood control maintenance area within the mitigation site as depicted in Attachment 3. Within one year of the issuance of this amendment, Brookfield Land Company, Inc. must submit proof of a completed preservation mechanism that will protect all mitigation areas in perpetuity. The conservation easement, deed restriction, or other legal limitation on the mitigation property must be adequate to demonstrate that the site will be maintained without future development or encroachment on the site which could otherwise reduce the functions and values of the site for the variety of beneficial uses of waters of the U.S. that it supports. The legal limitation must prohibit, without exception, all residential, commercial, industrial, institutional, and transportation development, and any other infrastructure development that would not maintain or enhance the wetland and streambed functions and values of the site. The preservation mechanism must clearly prohibit activities that would result in soil disturbance or vegetation removal, other than the removal of non-native vegetation. Other infrastructure development to be prohibited includes, but is not limited to, additional utility lines, maintenance roads, and areas of maintained landscaping for recreation. Delays in the submittal of the completed preservation mechanism shall result in an increase in the mitigation requirement of 10 percent beyond that**



~~already achieved. prohibits development within, mowing, and/or other activities that would result in permanent or temporary disturbance of the 60-foot-wide mitigation zone as depicted in . No maintenance, except for the removal of exotic and diseased vegetation shall be permitted within this area. The remainder of the channel may be maintained for flood control purposes, but shall be protected from development and further channelization. Brookfield Land Company, Inc. shall submit proof of a completed conservation easement or deed restriction prior to grading, filling, or otherwise impacting the drainage.~~

On April 05, 2010 receipt of the request to amend the original Certification was posted on the San Diego Water Board web site to serve as appropriate notification to the public. No public comments were received on the request to amend the original Certification.

The heading portion of this letter includes a San Diego Water Board code number noted after "In reply refer to:" In order to assist us in the processing of your correspondence please include this code number in the heading or subject line portion of all correspondence and reports to the San Diego Water Board pertaining to this matter. If you have any questions regarding this notification, please contact Chad Loflen at (858) 467-2727 or [cloflen@waterboards.ca.gov](mailto:cloflen@waterboards.ca.gov).

Respectfully,



DAVID W. GIBSON  
Executive Officer

Enclosures

1. Attachment 3: Mitigation Site Map
2. Clean Water Act Section 401 Water Quality Certification No. 09C-003

cc electronic copy:

Crystal Doyle, US Army Corps of Engineers Regulatory Division Office,  
crystal.l.doyle@usace.army.mil

Kim Freeburn, California Department of Fish and Game  
KFreeburn@dfg.ca.gov

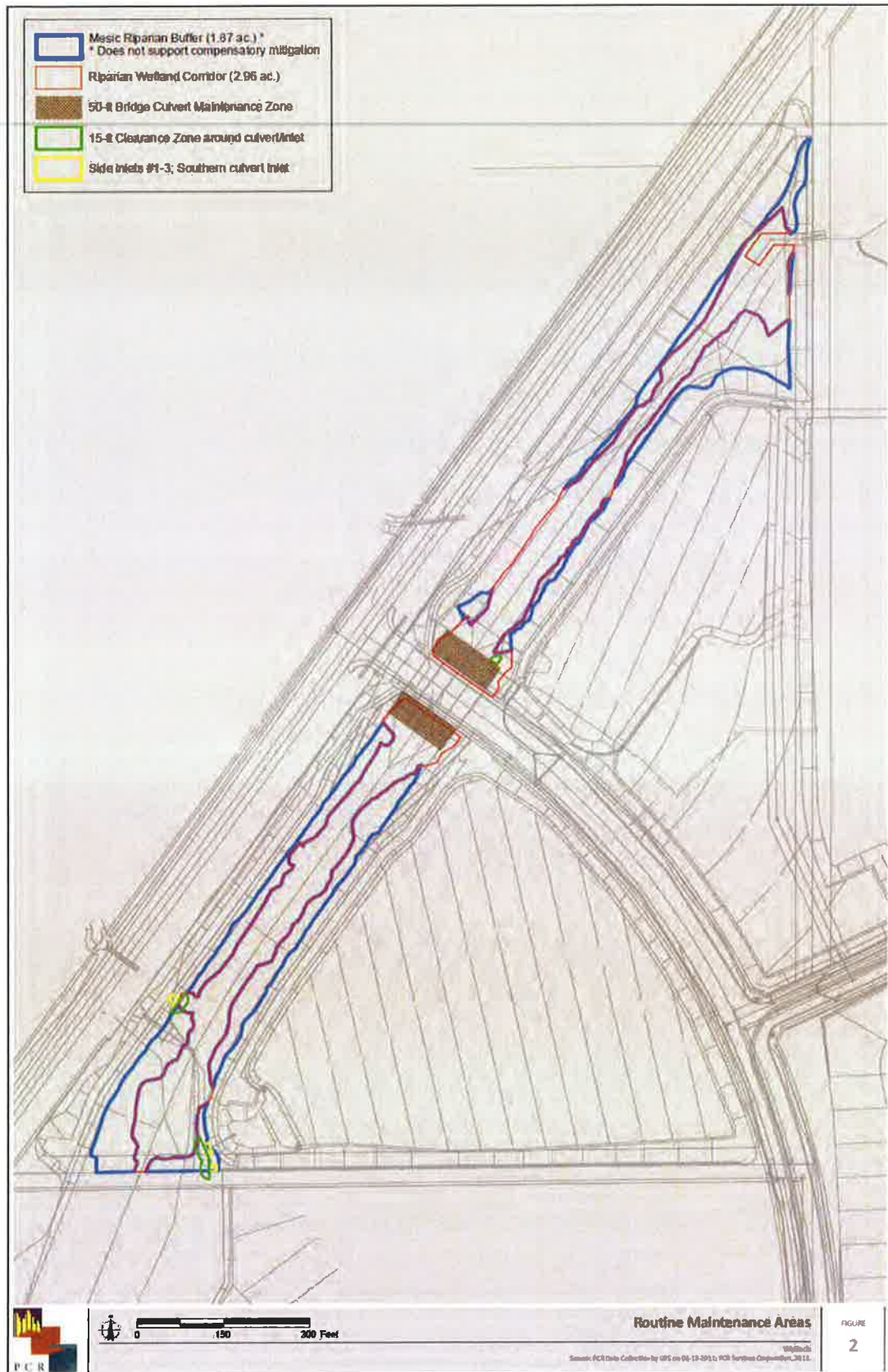
Bill Orme, State Water Resources Control Board,  
Stateboard401@waterboards.ca.gov

David W. Smith, U.S. Environmental Protection Agency, Region 9  
R9-WTR8-Mailbox@epa.gov

Stephanie Gasca, PCR Services Corporation  
s.gasca@pcrnet.co

Tech Staff Info & Use	
File No.	02C-056
Reg. Measure ID	378678
Place ID	271621
Party ID	5323

### Attachment 3: Mitigation Site Map





# California Regional Water Quality Control Board

## San Diego Region



**Winston H. Hickox**  
Secretary for  
Environmental  
Protection

Internet Address: <http://www.swrcb.ca.gov/~rwqcb9/>  
9174 Sky Park Court, Suite 100, San Diego, California 92123  
Phone (858) 467-2952 • FAX (858) 571-6972

**Gray Davis**  
Governor

Action on Request for  
Clean Water Act Section 401 Water Quality Certification and  
Application/Report of Waste Discharge for  
Discharge of Dredged and/or Fill Materials

**PROJECT:** Wallach Property (File No. 02C-056)  
Waste Discharge Identification No. 9 000000985

CIVAS:

**APPLICANT:** Brookfield Land Company, Inc.  
Mr. Dennis Chapman  
1522 Brookhollow Drive, Suite 1  
Santa Ana, Ca 92705

Reg Meas 214062  
Place 271621

**ACTION:**

1.  Order for Standard Certification
2.  Order for Technically-conditioned Certification
3.  Order for Denial of Certification

**STANDARD CONDITIONS:**

The following three standard conditions apply to all certification actions, except as noted under Condition 3 for denials (Action 3).

1. This certification action is subject to modification or revocation upon administrative or judicial review, including review and amendment pursuant to section 13330 of the California Water Code and section 3867 of Title 23 of the California Code of Regulations (23 CCR).
2. This certification action is not intended and shall not be construed to apply to any discharge from any activity involving a hydroelectric facility requiring a Federal Energy Regulatory Commission (FERC) license or an amendment to a FERC license unless the pertinent certification application was filed pursuant to 23 CCR subsection 3855(b) and the application specifically identified that a FERC license or amendment to a FERC license for a hydroelectric facility was being sought.
3. The validity of any non-denial certification action (Actions 1 and 2) shall be conditioned upon total payment of the full fee required under 23 CCR section 3833, unless otherwise stated in writing by the certifying agency.

**California Environmental Protection Agency**

Recycled Paper



12-2002056.02

**ADDITIONAL CONDITIONS:**

The following additional conditions shall apply to this project:

1. Brookfield Land Company, Inc. shall, at all times, fully comply with the engineering plans, specifications and technical reports submitted with this application for Section 401 Water Quality Certification and all subsequent submittals required as part of this certification.
2. Brookfield Land Company, Inc. shall comply with the requirements of State Water Resources Control Board Water Quality Order No. 99-08-DWQ, the NPDES General Permit for Storm Water Discharges Associated with Construction Activity.
3. This certification is not transferable to any person except after notice to the Executive Officer of the San Diego Regional Water Quality Control Board (Regional Board). Brookfield Land Company, Inc. shall submit this notice in writing at least 30 days in advance of any proposed transfer. The notice must include a written agreement between the existing and new owner containing a specific date for the transfer of this certification's responsibility and coverage between the current owner and the new owner. This agreement shall include an acknowledgement that Brookfield Land Company, Inc. is liable for violations up to the transfer date and that the new owner is liable from the transfer date on.
4. In the event of any violation or threatened violation of the conditions of this certification, the violation or threatened violation shall be subject to any remedies, penalties, process or sanctions as provided for under state law. For purposes of section 401(d) of the Clean Water Act, the applicability of any state law authorizing remedies, penalties, process or sanctions for the violation or threatened violation constitutes a limitation necessary to assure compliance with the water quality standards and other pertinent requirements incorporated into this certification.
5. In response to a suspected violation of any condition of this certification, the Regional Board may require the holder of any permit or license subject to this certification to furnish, under penalty of perjury, any technical or monitoring reports the Regional Board deems appropriate, provided that the burden, including costs, of the reports shall be a reasonable relationship to the need for the reports and the benefits to be obtained from the reports.
6. In response to any violation of the conditions of this certification, the Regional Board may add to or modify the conditions of this certification as appropriate to ensure compliance.
7. Brookfield Land Company, Inc. shall notify the Regional Board, in writing, of the start of project grading, the start of mitigation installation, and the completion of mitigation installation. All notifications shall be submitted within 3 days of the start of the action, and shall reference File No. 02C-056.

8. As mitigation for impacts to approximately 2,196 linear feet (0.39 acre) of a tributary to Warm Springs Creek, Brookfield Land Company, Inc. will realign the channel and create a 60-foot wide (average) riparian corridor and stream designed to meander across the channel bottom, which will range from approximately 62 to 106 feet wide. The soft-bottomed channel will have ungrouted riprapped sides sized to hold a 100 year flood event. A flood plain terrace will be planted with riparian species and serve as a buffer to the riparian stream corridor. The mitigation area will be approximately 1,975 linear feet of streambed with associated riparian habitat, totaling approximately 2 acres in size. The mitigation channel will be constructed and planted in accordance with the Habitat Mitigation and Monitoring Plan for the Wallach Property, dated May 2003.
9. To avoid temporal impacts to the drainage and its associated corridor, Brookfield Land Company, Inc will create the new channel during the first phase of grading. The existing drainage will be fenced off and remain intact for at least six months following construction and planting of the new channel.
10. Brookfield Land Company, Inc. shall submit a report (including topography maps and planting locations) to the Regional Board within 90 days of completion of mitigation site preparation and planting, describing as-built status of the mitigation project. If the site grading and planting are not completed within six weeks of each other, separate reports will be submitted describing those specific as-built conditions.
11. The mitigation area shall be monitored in accordance with the Habitat Mitigation and Monitoring Plan for the Wallach Property, dated May 2003. Mitigation monitoring reports shall be submitted annually until the site has been deemed successful. Monitoring reports shall include, but not be limited to, the following:
  - a. Names, qualifications, and affiliations of the persons contributing to the report;
  - b. Tables presenting the raw data collected in the field as well as analyses of the physical and biological data;
  - c. Qualitative and quantitative comparisons of current mitigation conditions with pre-construction conditions and previous mitigation monitoring results; and
  - d. Photodocumentation from established reference points.
12. The Brookfield Land Company, Inc. shall submit, within 90 days of the issuance of this certification, a draft conservation easement or deed restriction that prohibits development within, mowing, and/or other activities that would result in permanent or temporary disturbance of the 60-foot-wide mitigation zone. No maintenance, except for the removal of exotic and diseased vegetation shall be permitted within this area. The remainder of the channel may be maintained for flood control purposes, but shall be protected from development and further channelization. Brookfield Land Company, Inc. shall submit proof of a completed conservation easement or deed restriction 30 days prior to grading, filling, or otherwise impacting the existing drainage. (cert issued 20 May 2003)
13. Two basins, vegetated with native grasses, will be constructed on site to treat urban runoff and first flush storm water runoff from the developed site before it enters the mitigation

channel. No low-flow channel, or other structure that would compromise the water purification functions of the basin, shall be constructed in the proposed basins. Any changes to the number of basins or the conceptual design, including size, location, and proposed planting material, shall be included in the Water Quality Mitigation and Monitoring Plan per Condition 15, below.

14. The park site, commercial landscaped areas, and street-scape areas will have a smart irrigation system installed that will include, but not be limited to, soil moisture meters that will automatically turn off irrigation when soil is saturated.
15. Brookfield Land Company, Inc. shall also submit a detailed Water Quality Mitigation and Monitoring Plan to this office for review 30 days prior to any grading on site. The plan shall include additional structural and non-structural best management practices (BMPs) designed to reduce, treat, or control urban runoff from the proposed development. Maintenance of proposed BMPs shall also be included in the plan.
16. <sup>(N.S.)</sup> Prior to the initiation of construction in waters of the U.S., Brookfield Land Company, Inc. shall submit to the Regional Board any final requirements the RCFCWCD has placed on the project. This certification does not allow additional impacts to waters of the U.S. based upon any RCFCWCD requirement other than those specifically authorized. Should the RCFCWCD require additional impacts to waters of the U.S., Brookfield Land Company, Inc. must reapply for a Section 401 Water Quality Certification.
17. This certification does not address dewatering; separate authorization will be required from the Regional Board for any dewatering impacts.

#### **REGIONAL WATER QUALITY CONTROL BOARD CONTACT PERSON:**

Megan Fisher  
California Regional Water Quality Control Board, San Diego Region  
9174 Sky Park Court, Suite 100  
San Diego, CA 92123  
858-268-5363

#### **WATER QUALITY CERTIFICATION:**

I hereby certify that the proposed discharge from the Wallach Property Development Project (File No. 02C-056, WDID No. 9 000000985) will comply with the applicable provisions of sections 301 ("Effluent Limitations"), 302 ("Water Quality Related Effluent Limitations"), 303 ("Water Quality Standards and Implementation Plans"), 306 ("National Standards of Performance"), and 307 ("Toxic and Pretreatment Effluent Standards") of the Clean Water Act. The proposed project as conditioned is consistent with conditions specified in the Water Quality Control Plan for the San Diego Basin (9) (Basin Plan) for a waiver of waste discharge requirements. Although the adoption of waste discharge requirements is being waived at this time, we may issue waste

discharge requirements should new information come to our attention that indicates a water quality problem.

Except insofar as may be modified by any preceding conditions, all certification actions are contingent on (a) the discharge being limited and all proposed mitigation being completed in strict compliance with the applicants' project description and/or on the attached Project Information Sheet, and (b) on compliance with all applicable requirements of the Regional Water Quality Control Board's Water Quality Control Plan (Basin Plan).



John H. Robertus  
Executive Officer  
Regional Water Quality Control Board

5/20/2003

Date

Attachments 1 and 2



**ATTACHMENT 1  
PROJECT INFORMATION**

**Applicant:** Brookfield Land Company, Inc.  
Dennis Chapman  
1522 Brookhollow Drive, Suite 1  
Santa Ana, CA 92705  
714-979-2456  
714-241-5937 (f)

**Applicant Representatives:** PCR Services Corporation  
Michelle Lee Mattson  
Miriam Herrmann  
One Venture, Suite 150  
Irvine, CA 92618  
949-753-7001  
949-753-7002 (f)

**Project Name:** The Wallach Property (File No. 02C-056, WDID No. 9 000000985)

**Project Location:** ✓ The Wallach Property is located east of the City of Murrieta in Riverside County. The 31-acre property is bound by Pourroy Road to the east and Winchester Road to the west. The southern boundary of the property is approximately 0.5 miles north of Thompson Road and the northern boundary is at the intersection of Pourroy and Winchester Roads. The property is contained in the Bachelor Mountain Quadrangle, Section 33, T 6 S, R 2 W.

**Type of Project:** ✓ Road widening, commercial development, and recreational park

**Project Description:** ✓ Brookfield Land Company, Inc. proposes to develop a commercial site and a recreational park. As part of the project, Winchester Road will be widened, requiring the realignment of a tributary to Warm Springs Creek. The development also includes the realignment of Pourroy Road through the center of the property, which was previously certified in Section 401 Water Quality Certification file no. 99C-109.

**Federal Agency/Permit:** U.S. Army Corps of Engineers/Section 404 Individual Permit

**Other Required Regulatory Approvals:** California Department of Fish and Game Streambed Alteration Agreement

**California Environmental Quality Act (CEQA) Compliance:** Riverside County approved a Mitigated Negative Declaration for the Winchester 1800 Specific Plan on July 3, 2000.

**Receiving Water:** ✓ Tributary to Warm Springs Creek

Impacted Waters of the United States:	Approximately <u>2,196</u> linear feet (0.39 acre) of the tributary to Warm Springs Creek will be realigned for the widening of Winchester Road and the construction of a flood control channel.
Dredge Volume:	Not applicable
Related Projects Implemented/to be Implemented by the Applicant(s):	Brookfield Land Company, Inc. received a 404 permit and 401 certification (file no. 99C-109) to develop an adjacent property. The applicant was authorized to remove a 300-foot long area of riparian habitat for the realignment of Pourroy Road.
Avoidance/Minimization Measures:	The project is impacting 0.39 acre out of a total of 0.64 acre of waters of the U.S. on site. Due to the widening of Winchester Road, and Riverside County Flood Control requirements, impacts are unavoidable.
Compensatory Mitigation:	✓ Mitigation will consist of creating a new channel with a 60-foot (average) wide restored streambed and riparian canopy within the flood control channel. The channel includes a meandering low-flow streambed with a minimum 60-foot-wide maintenance free zone, and associated floodplain terraces. The mitigation area will be approximately 1,975 linear feet of streambed, totaling 1.7 acres. Including the associated riparian habitat, the mitigation area is expected to be approximately <u>2.1</u> acres in size.
Best Management Practices:	✓ Two vegetated basins will be used to treat urban runoff and the first flush of storm water runoff from the site. In addition, the following BMPs are proposed: Park area efficient irrigation (soil moisture meters); Runoff-minimizing landscape design; Energy dissipaters; Catch basin stenciling; Inlet trash racks; Education of property owners, commercial residents, and park users; Activity restrictions; Landscape management; Litter control; Park catch basin inspection; and Street sweeping and parking lot maintenance.

**ATTACHMENT 2  
DISTRIBUTION LIST**

Ms. Deanna Cummings  
U.S. Army Corps of Engineers  
Los Angeles District/Regulatory Branch  
911 Wilshire Blvd.  
Los Angeles, CA 90017-3401

Ms. Michelle Lee Mattson  
PCR Services Corporation  
One Venture, Suite 150  
Irvine, CA 92618

State Water Resources Control Board  
Division of Water Quality



State of California – Natural Resources Agency  
DEPARTMENT OF FISH AND WILDLIFE  
Inland Deserts Region  
3602 Inland Empire Blvd., Suite C-220  
Ontario, CA 91764  
[www.wildlife.ca.gov](http://www.wildlife.ca.gov)

EDMUND G. BROWN JR., Governor  
CHARLTON H. BONHAM, Director



June 26, 2013

Dave Bartlett  
Brookfield Residential  
3090 Bristol St Suite 220  
Costa Mesa, CA 92626

Subject: Amendment of Lake or Streambed Alteration Agreement  
Agreement No. 6-2002-073  
Wallach Property Project

Dear Mr. Bartlett:

The California Department of Fish and Wildlife (Department) has received your request to amend Lake or Streambed Alteration Agreement 6-2002-073 (Revision 3) [Agreement] and the required fee in the amount of \$560.25 for a major amendment. Your request to amend the Agreement includes: 1) authorizing the Riverside County Flood Control and Water Conservation District (District) to perform routine maintenance activities within the Wallach Mitigation Site, located within the District's flood control channel (herein referred to as the "French Valley Channel"), which will result in additional project impacts of 0.32 acres of riparian vegetation, 2) authorizing the District to perform routine maintenance activities within French Valley Channel, outside of the Wallach Mitigation Site, which will result in additional project impacts of 4.00 acres of riparian vegetation, 3) expanding the existing Wallach Mitigation Site to include an additional 0.20-acre riparian area (for a total of 2.30 acres) to provide mitigation for the additional maintenance impacts, and 4) extending the due date for the execution of the conservation easement for the mitigation site.

The Department hereby agrees to amend the agreement as follows (amendments in **bold**):

This Agreement becomes effective on date of Department's signature and terminates on **July 13, 2015**.

**Revised Condition 2.** The **Permittee** proposes to alter the streambed to re-align the unnamed tributary to Warm Springs Creek, which will include the excavation of the existing channel's bed and bank, permanently impacting 1.14 acres of streambed and associated southern willow riparian habitat. The site, approximately 31 acres of undeveloped lands, will be impacted in conjunction with the widening of Winchester Road, development of a flood control channel, a commercial site, a recreational park, and the realignment of Pourroy Road through the center of the property. The new channel, **referred to as the French Valley Channel**, will be created to facilitate the expansion of Winchester Road and convey expected flows generated from continued development upstream of the project site. **French Valley Channel** will vary in width from approximately 140 feet to 200 feet.

*Conserving California's Wildlife Since 1870*

The District shall perform routine maintenance activities within the newly created French Valley Channel as outlined below for the term of the Agreement. When the term of this Agreement expires, these routine maintenance activities shall be incorporated in the District's impending Long Term Maintenance Lake and Streambed Alteration Agreement or a new Long Term Maintenance Agreement between the District and CDFW will need to be executed.

**Maintenance Area 1: Pourroy Road Bridge Crossing.** The Pourroy Road Bridge Crossing is located within the French Valley Channel where Pourroy Road intersects State Route 79 (Winchester Road). The District shall perform vegetation removal within two 50-foot by 125-foot areas (totaling 0.28 acres) within this maintenance area. Vegetation removal will be conducted twice per year utilizing hand tools or mechanical tools such as a rotary mower or weed eater. In addition, some species may be maintained through a combination of hand/mechanical removal followed by herbicide application.

**Maintenance Area 2: Southern Culvert.** The Southern Culvert is located 0.13 miles southwest of Pourroy Road on the western side of French Valley Channel and coveys flows under Winchester Road. The District shall perform vegetation removal within a 15-foot area surrounding the culvert. Vegetation removal will be conducted twice per year utilizing hand tools or mechanical tools such as a rotary mower or weed eater. In addition, some species may be maintained through a combination of hand/mechanical removal followed by herbicide application.

**Maintenance Area 3: Side Inlets.** One of three Side Inlets is located immediately above the Pourroy Bridge Crossing on the eastern side of French Valley Channel, and the other two are located south of Pourroy Road at the edge of the commercial development on the eastern side of French Valley Channel. The District shall perform vegetation removal within a 15-foot area surrounding each culvert. Vegetation removal will be conducted twice per year utilizing hand tools or mechanical tools such as a rotary mower or weed eater. In addition, some species may be maintained through a combination of hand/mechanical removal followed by herbicide application.

**Maintenance Area 4: French Valley Channel Slopes.** The Wallach Mitigation Site comprises an approximate 60-foot wide section of the larger French Valley Channel. The District shall perform periodic mowing/vegetation removal within French Valley Channel outside of the Wallach Mitigation Site (totaling approximately 4.00 acres). Vegetation removal will be conducted as needed utilizing hand tools or mechanical tools such as a rotary mower or weed eater.

**An additional 4.32 acres of impacts (as described above) are authorized under this Agreement for the routine maintenance of French Valley Channel by the District.**

**The District shall not conduct any maintenance activities within the French Valley Channel during the nesting bird season of March 15 through September 15.**

***Revised Condition 4.*** The Permittee shall not impact more than 5.46 acres of Department jurisdictional waters and associated southern willow riparian habitat, including 1.14 acres resulting from Project construction and 4.32 resulting from ongoing routine channel maintenance. If impacts to riparian habitat exceed that authorized in Condition 1 of the Agreement, the Operator shall mitigate at a minimum of 5:1 replacement-to-impact ratio for the impacts beyond those previously authorized by this Agreement. All mitigation shall be approved by the Department.

***Revised Condition 5.*** The Permittee shall mitigate for project construction impacts of 1.14 acres and French Valley Channel maintenance activities impacts of 4.32 acres through the creation of 2.30 acres of riparian woodland habitat on-site at the 2.10-acre area identified as the "Mitigation Areas" (Wallach Mitigation Site) identified in the Habitat Mitigation and Monitoring Plan referred to in Condition 3 above and the additional 0.20 acres identified in subsequent e-mail communications with representatives from PCR dated April 16, 2013. Permanent markers (i.e. metal posts or signage) shall be installed and maintained, as necessary, to clearly delineate the boundaries between the 2.30-acre Wallach Mitigation Site and the District's maintenance areas. Monitoring and maintenance of mitigation site(s) shall be done annually for a minimum of five years and until the Department deems the site(s) successful. The site must reach 5<sup>th</sup> year success criteria as listed in condition 10 of the Agreement for the Department to consider the site successful.

**No additional mitigation will be required to compensate for the ongoing maintenance activities described above.**

***Revised Condition 13.*** The Operator shall preserve the 2.30-acre mitigation site in perpetuity through a conservation easement to protect fish and wildlife resources in perpetuity. The easement shall be in favor of the Western Riverside County Regional Conservation Authority (RCA) and shall be recorded within six months of signing this amendment, or as extended by the Department. The form and content of the easement shall be approved by the RCA prior to its execution.

***Revised Condition 14.*** No work, other than maintenance of habitat, and the removal of exotic species, trash, and debris shall be allowed in the mitigation site protected by the conservation easement. The area set aside in the conservation easement shall be no less than 2.30 acres as shown in Figure 2 of the Final SAA Amendment Request document prepared by PCR Services Corporation submitted by letter on April 16,

Dave Bartlett  
Brookfield Residential  
June 26, 2013  
Page 4

**2013.** Immediate emergency work or repairs i.e., structural repairs and/or repairs of the side slope riprap, drop structure and/or road culverts will be the responsibility of the RCFC&WCD. All such "Immediate emergency work necessary to protect life and property" or repairs must be in conformance with the California Fish and Game Code Section 1610 (a-b).

ALL OTHER CONDITIONS IN THE AGREEMENT REMAIN IN EFFECT UNLESS OTHERWISE NOTED HEREIN.

Please return TWO copies of this Amendment with original signatures (in BLUE ink) to the address below for CDFW execution. Copies of the Agreement and this amendment must be readily available at project worksites and must be presented when requested by a Department representative or agency with inspection authority.

If you have any questions regarding this matter, please contact Kimberly Freeburn-Marquez at (909) 945-3484 or [kfreeburn@dfg.ca.gov](mailto:kfreeburn@dfg.ca.gov).

Sincerely,

Jeff Brandt  
Senior Environmental Scientist

cc: Kimberly Freeburn Marquez, Environmental Scientist  
ec: Amir Morales, PCR Services Corporation


Dave Bartlett  
Brookfield Residential  
June 26, 2013  
Page 5

**ACKNOWLEDGEMENT**

I hereby agree to the above-referenced amendment.

APPLICANT **Dave Bartlett**  
**Vice President**

Print Name: \_\_\_\_\_ Date: 7/12/13

Signature: 

FOR THE CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

Print Name: KUMBERLY FREEMAN for JEFF BRANDT Date: 7/22/13

Signature: 



STATE OF CALIFORNIA - THE RESOURCES AGENCY

Gray Davis, Governor

**DEPARTMENT OF FISH AND GAME**

http://www.dfg.ca.gov  
Eastern Sierra-Inland Deserts Region  
4775 Bird Farm Road  
Chino Hills, California 91709  
Phone (909) 597-9823  
Fax (909) 597-0067



Notification No. 6-2002-073 (revision #3)

April 07, 2004

**AGREEMENT REGARDING PROPOSED STREAM OR LAKE ALTERATION**

THIS AGREEMENT, entered into between the State of California, Department of Fish and Game, hereinafter called the **Department**, and Dennis Chapman of Brookfield Land Company, Inc., 1522 Brookhollow Drive, Suite 1, Santa Ana, CA 92705, (714) 979-2456, State of California, hereinafter called the **Operator**, is as follows:

WHEREAS, pursuant to Section 1603 of California Fish and Game Code, the Operator, on the 2<sup>nd</sup> day of May, 2002, notified the Department that they intend to divert or obstruct the natural flow of, or change the bed, channel, or bank of, or use material from the streambed(s) of the following water(s): **Unnamed drainage** tributary to Warm Springs Creek, bound to the east by Pourroy Road, to the west by Winchester Road, to the south by Thompson Road, and to the north by the intersection of Winchester and Pourroy Roads, in the City of Murrietta, Riverside County, California, Section 33, Township 6 South, Range 2 West, USGS Series 7.5" Bachelor Mountain Topographic Quadrangle.

WHEREAS, the Department (represented by Jeff Brandt) has determined that such construction may substantially adversely affect those existing fish and wildlife resources within the unnamed stream, referenced above in paragraph 2 of this page, including songbirds, raptors, other birds, reptiles, mammals, amphibians, plants and all other fish and wildlife resources, including that riparian vegetation which provides habitat for such species, in the area.

THEREFORE, the Department hereby proposes measures to protect fish and wildlife resources during the **Operator's** work. The Applicant hereby agrees to accept the following measures/conditions as part of the proposed work.

If the Operator's work changes from that stated in the notification specified above, this Agreement is no longer valid and a new notification shall be submitted to the Department of Fish and Game. Failure to comply with the provisions of this Agreement and with other pertinent code sections, including but not limited to Fish and Game Code Sections 5650, 5652, 5937, and 5948, may result in prosecution.

Nothing in this Agreement authorizes the Operator to trespass on any land or property, nor does it relieve the Operator of responsibility for compliance with applicable federal, state, or local laws or ordinances. A consummated Agreement does not constitute Department of Fish and Game endorsement of the proposed operation, or assure the Department's concurrence with permits required from other agencies.

This Agreement becomes **effective the date of Department's signature and terminates on August 6, 2006** for construction of the proposed project only. This Agreement shall remain in effect for that time necessary to satisfy the terms/conditions of this Agreement. Any provisions of the agreement may be amended at any time provided such amendment is agreed to in writing by both parties. Mutually approved amendments become part of the original agreement and are subject to all previously negotiated provisions. The Operator may request an extension of the agreement annually for a 12-month period if additional construction time is necessary. The extension shall be requested prior to the termination date of the agreement.

**STREAMBED ALTERATION AGREEMENT FOR NOTIFICATION NUMBER: 6-2002-073**

April 07, 2004

1. The following provisions constitute the limit of activities agreed to and resolved by this Agreement. The signing of this Agreement does not imply that the Operator is precluded from doing other activities at the site. However, activities not specifically agreed to and resolved by this Agreement shall be subject to separate notification pursuant to Fish and Game Code Sections 1600 et seq.

Project/Site Description

2. The Operator proposes to alter the streambed to re-align the unnamed tributary to Warm Springs Creek, which will include the excavation of the existing channel's bed and bank, permanently impacting 1.14 acres of streambed and associated southern willow riparian habitat. The site, approximately 31 acres of undeveloped lands, will be impacted in conjunction with the widening of Winchester Road, development of a flood control channel, a commercial site, a recreational park, and the realignment of Pourroy Road through the center of the property. The new channel will be created to facilitate the expansion of Winchester Road and convey expected flows generated from continued development upstream of the project site. The new channel will vary in width from approximately 140 feet to 200 feet.

3. The agreed work includes activities associated with Condition No. 2. The project area is located east of the City of Murrieta in Riverside County, bound to the east by Pourroy Road, to the west by Winchester Road, to the south by Thompson Road, and to the north by the intersection of Winchester and Pourroy Roads in an unnamed drainage, tributary to Warm Springs Creek in Riverside County. Specific work areas and mitigation measures are described on/in the plans and documents submitted by the Operator, including the *Habitat Mitigation and Monitoring Plan For The Wallach Property, Riverside County, California, May 2003*.

4. The Operator shall not impact more than 1.14 acres of Department jurisdictional waters and associated southern willow riparian habitat. If impacts to riparian habitat exceed that authorized in Condition 1 of the Agreement, the Operator shall mitigate at a minimum of 5:1 replacement-to-impact ratio for the impacts beyond those previously authorized by this Agreement. All mitigation shall be approved by the Department.

Mitigation, Monitoring, and Reporting

5. The Operator shall mitigate at a minimum of 3:1 replacement-to-impact ratio for the permanent loss to streambeds and its associated riparian habitat. The Operator shall create 2.1 acres of riparian woodland habitat on-site at the area identified as the "Mitigation Areas" identified in the Habitat Mitigation and Monitoring Plan referred to in Condition 3 above. Monitoring and maintenance of the mitigation site(s) shall be done annually for a minimum of five years and until the Departments deems the site(s) successful.

6. All on-site mitigation shall be initiated within 60 days of project impacts and no later than February 1, 2005.

7. Prior to the commencement of project activities and no later than 60 days after signature to this agreement, the Operator shall submit to the Department for review and approval evidence of full payment for 1.32 acres for creation and conservation of wetland or riparian habitat to the Riverside County Regional Park and Open Space District (RCRP&OSD). The 1.32 acres of off-site creation and conservation of riparian habitat is required to meet the minimum 3:1 ration described in Condition 5 above.

8. The Department is in receipt of the Operator's Habitat Mitigation and Monitoring Plan designed to meet the overall mitigation goals identified in Condition 5 of this Agreement. The plan provides details on both the creation/restoration and enhancement aspects of the mitigation. Monitoring and maintenance of

**STREAMBED ALTERATION AGREEMENT FOR NOTIFICATION NUMBER: 6-2002-073**

April 07, 2004

the sites shall be done annually for a minimum of five years, and until the Department determines the restoration sites are successful, and reports shall be submitted annually to the Department for review as described in Condition 12.

9. The Department recommends the use of native plants to the greatest extent feasible in the landscaped areas adjacent and/or near the mitigation/open space areas and within or adjacent to stream channels. The Operator shall not plant, seed or otherwise introduce invasive exotic plant species to the landscaped areas adjacent and/or near the mitigation/open space areas and within or adjacent to stream channels (minimum 100 foot setback from open space areas and 150 foot setback from stream channels and riparian mitigation sites). Invasive exotic plant species not to be used include those species listed on Lists A & B of the California Exotic Pest Plant Council's list of "Exotic Pest Plants of Greatest Ecological Concern in California as of October 1999." This list includes such species as: pepper trees, pampas grass, fountain grass, ice plant, myoporum, black locust, capeweed, tree of heaven, periwinkle, bush lupine, sweet alyssum, English ivy, French broom, Scotch broom, and Spanish broom. A copy of the complete list can be obtained by contacting the California Exotic Pest Plant Council at 32912 Calle del Tesoro San Juan Capistrano, CA 92675.

10. The mitigation site(s) shall meet all the requirements below.

a.) All planting shall have a minimum of 80% survival the first year and 100% survival thereafter and shall attain 80% cover after 3 years and 90% cover after 5 years. If the survival and cover requirements have not been met, the Operator is responsible for replacement planting to achieve these requirements. Replacement plants shall be monitored with the same survival and growth requirements for 5 years after planting.

b.) The site shall not contain more than 5 percent exotic plant species for the Department to deem the site successful. Exotic removal shall be conducted throughout the 5-year monitoring and maintenance period.

c.) Irrigation of the mitigation site(s) may only be used to help the plants become established during the first two years following planting. Watering/irrigation of the site(s) shall be discontinued at least two years prior to completion of the monitoring period for the site(s) to be deemed successful by the Department.

11. The Department recommends that all planting be installed between October 1 and April 30 to minimize the need for irrigation and maximize benefits from the winter rainy season.

12. An annual report shall be submitted to the Department each year for a minimum of 5 years after planting or until the Department deems the mitigation site(s) successful. This report shall include (a) a description of the restoration activities done the previous year (including revegetation and exotic species removal) and when they were conducted; (b) the survival, percent cover, and height of both tree and shrub species planted; the number by species of plants replaced, an overview of the revegetation effort, and the method used to assess these parameters shall also be included; (c) The report shall also include information regarding exotic vegetation removal including the amount removed, the amount removed and treated, frequency and timing of removal and treatment, disposal specifics, and a summary of the general success and failures or failure of the exotic removal plan. The report shall also include wildlife observed at the site during monitoring surveys including sensitive species and/or listed species. Photos from designated photo stations shall be included.

#### Conservation Easement

13. The Operator shall preserve the mitigation site in perpetuity through a conservation easement to protect fish and wildlife resources in perpetuity. The easement shall be in favor of the Riverside County Flood and Water Conservation District (RCFC&WCD) and shall be recorded within fourteen months of signing this agreement, or as extended by the Department. The form and content of the easement shall

**STREAMBED ALTERATION AGREEMENT FOR NOTIFICATION NUMBER: 6-2002-073**  
April 07, 2004

be approved by the Department's legal advisors prior to its execution. The legal advisors can be contacted at (916) 654-3821.

14. No work, other than maintenance of habitat, and the removal of exotic species, trash and debris shall be allowed in the mitigation site protected by the conservation easement. The area set aside in the conservation easement shall be no less than that described in the *Wallach Property Mitigation Area* document prepared by PCR and submitted to the Department by letter on October 21, 2003--depicting a riparian corridor of 2.53 acres. "Immediate emergency" work or repairs i.e., structural repairs and/or repair of the side slope riprap, drop structure and/or road culverts will be the responsibility of the RCFC&WCD. All such "Immediate emergency work necessary to protect life and property" or repairs must be in conformance with California Fish and Game Code Section 1610 (a-b). Following construction of the Wallach project and acceptance of the conservation easement by the RCFC&WCD, "Immediate emergency" work or repairs in accordance with Fish and Game Code 1610 (a-b) will be authorized by the incorporation of this Streambed Alteration Agreement into the currently existing Maintenance MOU/Agreement (Exhibit 1) between the Department and the RCFC&WCD.

Project Construction

15. The Operator shall notify the Department, in writing, at least five (5) days prior to initiation of construction (project) activities and at least five (5) days prior to completion of construction (project) activities. Notification shall be sent to the Department at 330 Golden Shore, Suite 210, Long Beach, CA 96802, Attn: Streambed Team. Please reference SAA # 6-2002-073.

16. The Operator shall not remove vegetation from the jurisdictional areas within the project site from March 15 to September 15 to avoid impacts to nesting birds. If the Operator intends to commence project construction during the period commencing March 15 through September 15, the Operator shall have a qualified biologist survey all potential nesting vegetation within the project site for nesting birds, prior to project activities (including construction and/or site preparation). Surveys shall be conducted for three consecutive days, at the appropriate time of day during the breeding season, and surveys shall end no more than three days prior to clearing. Documentation of surveys and findings shall be submitted to the Department. If no nesting birds were observed project activities may begin. If an active bird nest is located, the nest site shall be fenced a minimum of 100 feet (500 feet for raptors) in all directions, and this area shall not be disturbed until after September 15 or until the nest becomes inactive.

17. A qualified biologist shall be on-site to monitor all activities that result in the clearing or grading of sensitive habitat as well as grading, excavation, and/or other ground-disturbing activities in jurisdictional areas. The monitor will flag the limits of grading and the jurisdictional areas, perform necessary surveys, and take photographs during the construction process, as required by this permit. The monitor is required to halt construction activities if threatened or endangered species are identified and notify the appropriate agencies immediately.

18. This Agreement does not authorize take of state and/or federally listed threatened or endangered species. Be advised, if activities are likely to result in take of listed species, the Operator is required to obtain the appropriate State and Federal permits, pursuant to the California Endangered Species Act and the Federal Endangered Species Act.

19. During project-related construction activities, water containing mud, silt or other pollutants from aggregate washing or other activities shall not be allowed to enter a lake or flowing stream or placed in locations that may be subjected to high storm flows.

20. During project-related construction activities, the Operator shall comply with all litter and pollution laws. All contractors, subcontractors and employees shall also obey these laws and it shall be the responsibility of the operator to ensure compliance.

**STREAMBED ALTERATION AGREEMENT FOR NOTIFICATION NUMBER: 6-2002-073**  
April 07, 2004

21. During project-related construction activities, spoil sites shall not be located within a stream/lake, where spoil shall be washed back into a stream/lake, or where it will cover aquatic or riparian vegetation.
22. During project-related construction activities, raw cement/concrete or washings thereof, asphalt, paint or other coating material, oil or other petroleum products, or any other substances which could be hazardous to aquatic life, resulting from project related activities shall be prevented from contaminating the soil and/or entering the waters of the state. These materials, placed within or where they may enter a stream/lake, by Operator or any party working under contract, or with the permission of the Operator shall be removed immediately.
23. During project-related construction activities, no broken concrete, debris, soil, silt, sand, bark, slash, sawdust, rubbish, cement or concrete or washings thereof, oil or petroleum products or other organic or earthen material from any construction, or associated activity of whatever nature shall be allowed to enter into or placed where it may be washed by rainfall or runoff into, waters of the State. When operations are completed, any excess materials or debris shall be removed from the work area. No rubbish shall be deposited within 150 feet of the high water mark of any stream or lake.
24. During project-related construction activities, no equipment maintenance shall be done within or near any stream channel where petroleum products or other pollutants from the equipment may enter these areas under any flow.
25. The Operator shall **provide a copy of this Agreement to all contractors, subcontractors, and the Applicant's project supervisors. Copies of the Agreement shall be readily available at work sites at all times during periods of active work** and must be presented to any Department personnel, or personnel from another agency upon demand.
26. The Department reserves the right to enter the project site at any time to ensure compliance with terms/conditions of this Agreement.

Extension of Agreement

27. The Operator shall request an extension of this agreement prior to its termination. Extensions may be granted for up to 12 months from the date of termination of the agreement and are subject to Departmental approval. The extension request and fees shall be submitted to the Department's Region 6 Office at the above address. If the Operator fails to request the extension prior to the agreement's termination then the Operator shall submit a new notification with fees and required information to the Department. Any activities conducted under an expired agreement are a violation of Fish and Game Code Section 1600 et. seq.

Suspension of Permit

28. The Department reserves the right to suspend or cancel this Agreement, after giving notice to the Operator, if the Department determines that the Operator has breached any of the terms or conditions of this Agreement, or for other reasons, including but not limited to the following:
- The Department determines that the information provided by the Applicant in support of the Notification/Agreement is incomplete or inaccurate;
  - The Department obtains new information that was not known to it in preparing the terms and conditions of the Agreement;
  - The project or project activities as described in the Notification/Agreement have changed;
  - The conditions affecting fish and wildlife resources change or the Department determines that project activities will result in a substantial adverse effect on the environment.

**STREAMBED ALTERATION AGREEMENT FOR NOTIFICATION NUMBER: 6-2002-073**  
April 07, 2004


**Concurrence (6-2002-073)**

**In WITNESS WHEREOF, the parties below have executed this Lake or Streambed Alteration Agreement Number 6-2002-073 (revision #3) as indicated below:**

4/9/04  
Date


  
Mr. Dennis Chapman  
Brookfield Land Company, Inc.

4/13/04  
Date

  
Prepared by:  
Jeff Brandt  
Environmental Scientist  
Department of Fish and Game

SAF

4/20/04  
Date

  
Curt Taucher, Regional Manager  
Department Of Fish and Game  
Eastern Sierra-Inland Deserts Region

# MITIGATION MONITORING REPORT- YEAR 5



## WALLACH/ MORNINGSTAR RANCH Riverside County, California

USACOE Section 404  
Nationwide Permit  
No. 200201589-DLC

RWQCB Section 401  
Water Quality Certification  
No. 02C-056

CDFG Streambed Section 1603  
Alteration Agreement  
File No. 60-2002-073

November 2010



PCR





# MITIGATION MONITORING REPORT- YEAR 5N



## WALLACH/ MORNINGSTAR RANCH Riverside County, California

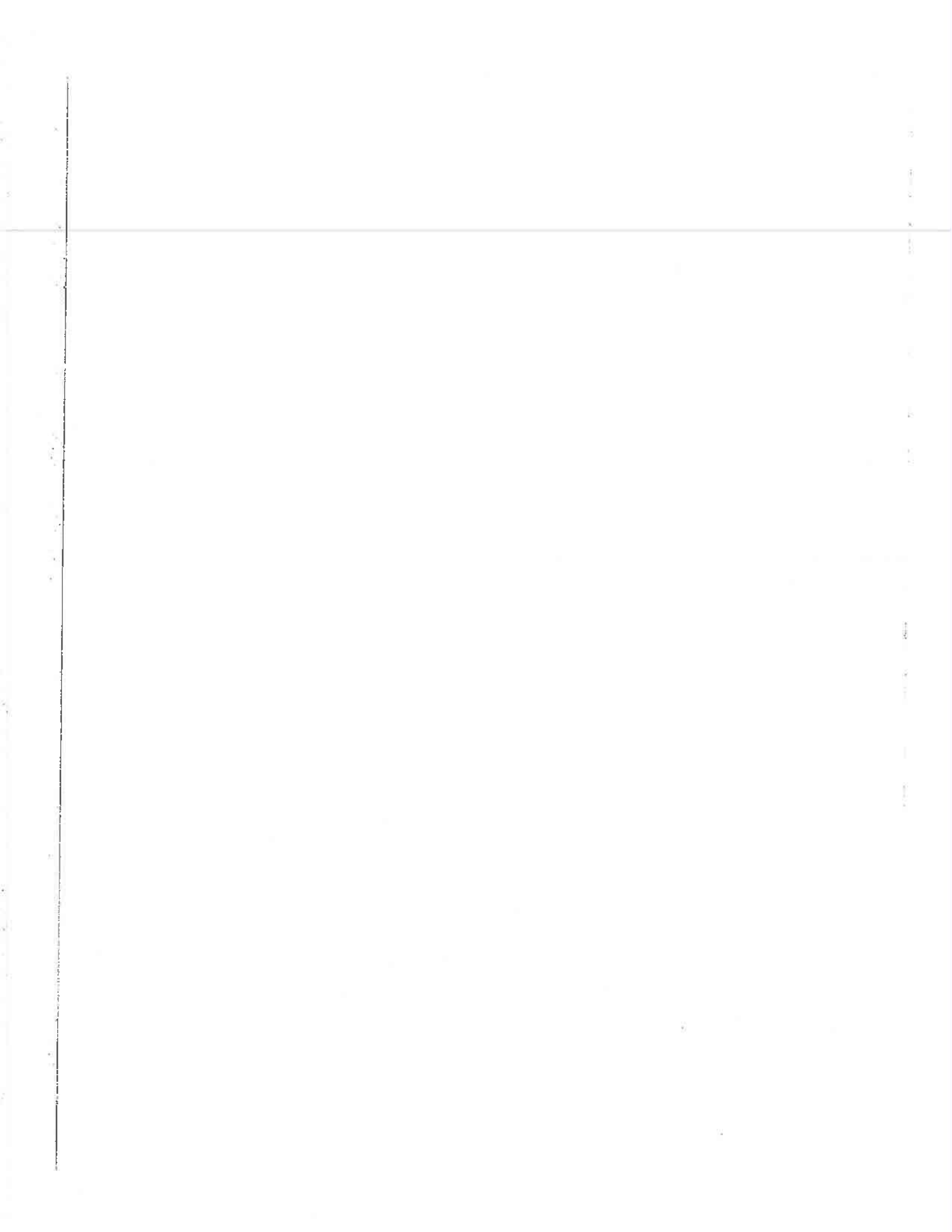
Prepared For:

**Brookfield Homes**  
12865 Pointe Del Mar, Suite 200  
Del Mar, California 92014  
Contact: Greg McDonald

Prepared By:

**PCR Services Corporation**  
One Venture, Suite 150  
Irvine, California 92618  
Tel: 949.753.7001  
Contact: Stephanie Gasca, Senior Regulatory Specialist II

November 2010



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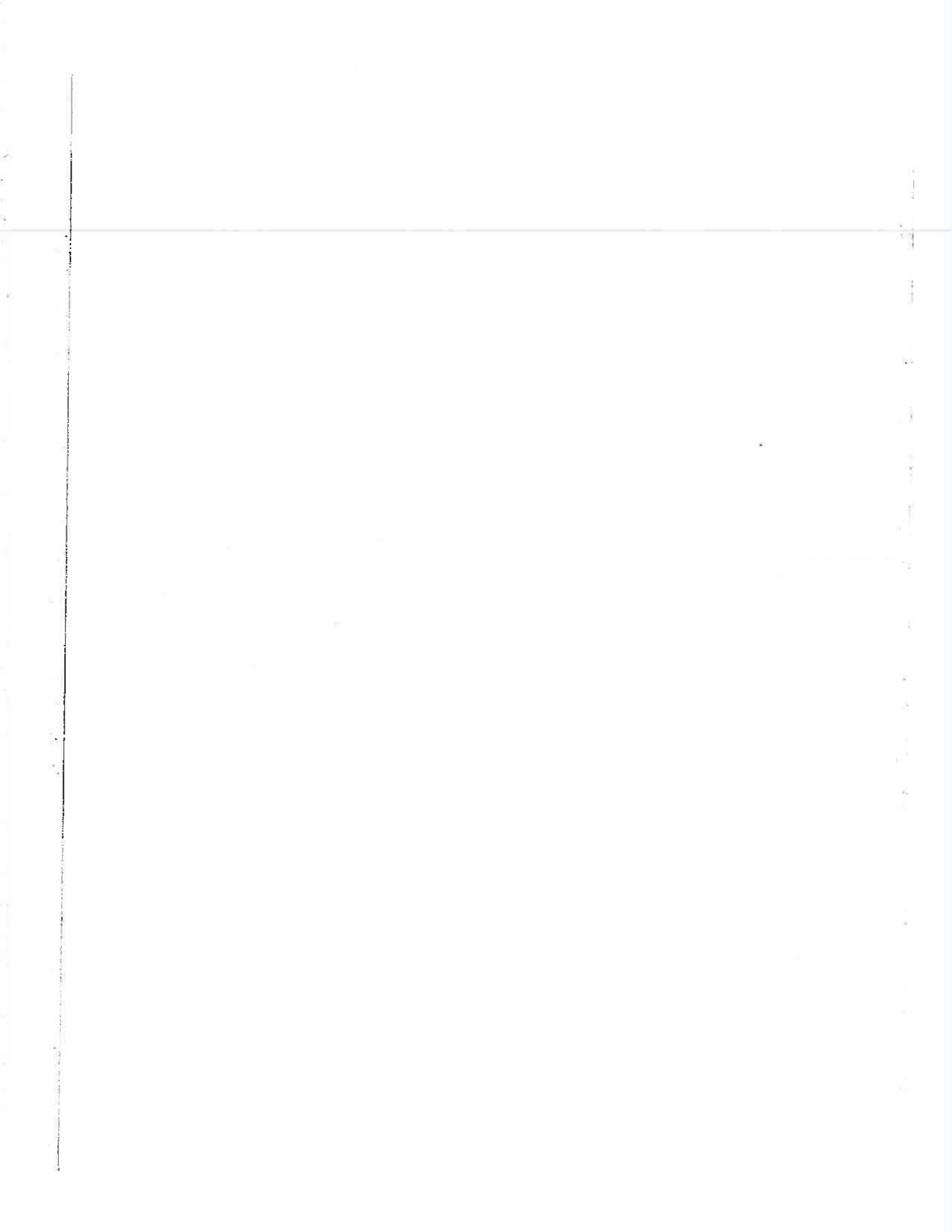
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# Wallach/Morning Star Ranch

## Mitigation and Monitoring Report – Year 5

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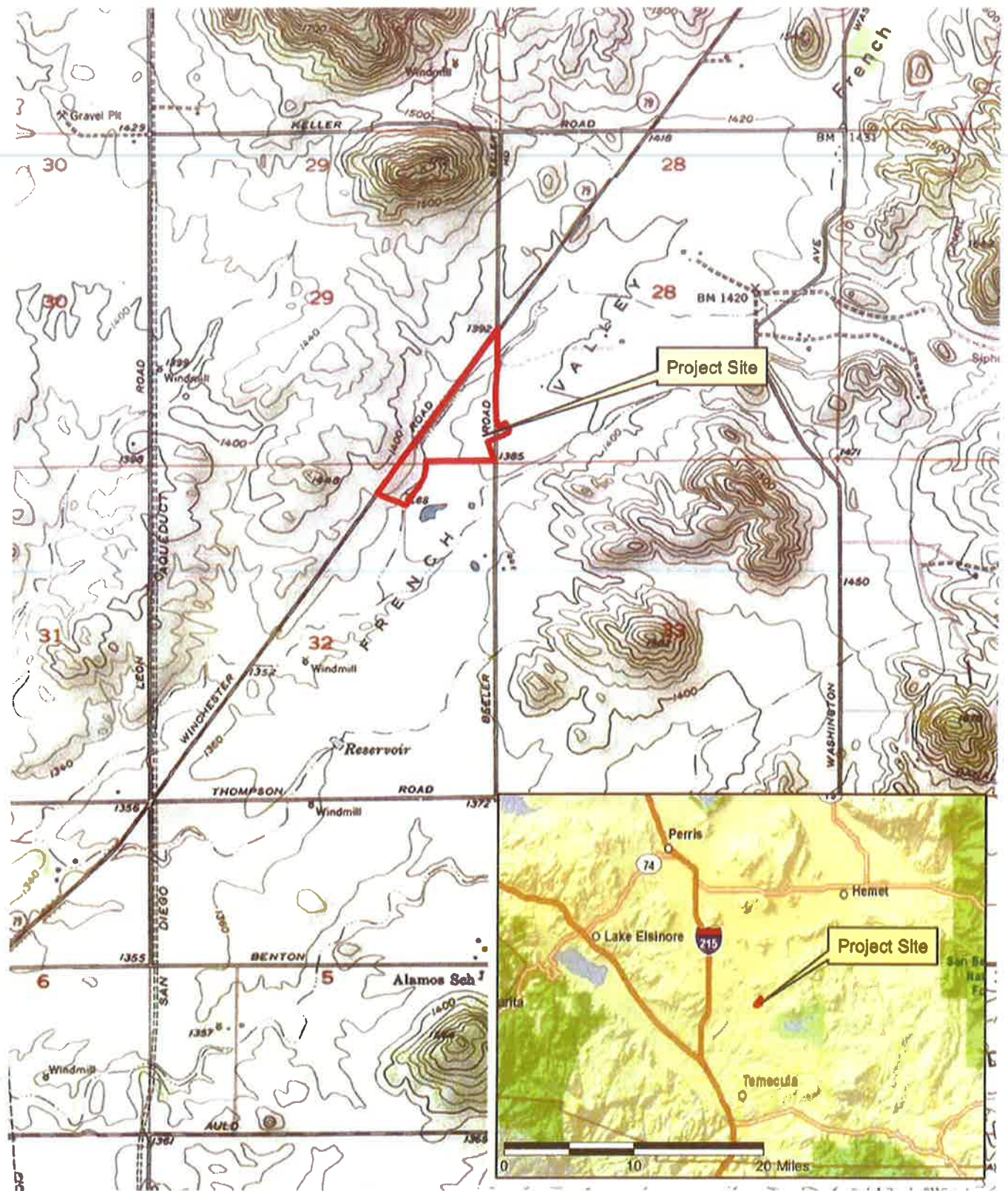
### 1.0 PROJECT INFORMATION

- Permit Numbers:** U.S. Army Corps of Engineers (ACOE) Section 404 Nationwide Permit, No. 200201589-DLC;  
Regional Water Quality Control Board (RWQCB) Section 401 Water Quality Certification (02C-056) May 20, 2003;  
California Department of Fish and Game (CDFG) Streambed Section 1603 Alteration Agreement (File No. 6-2002-073) (Appendix A, *Permits*).
- Applicant:** Brookfield Homes  
Attention: Greg McDonnell  
12865 Pointe Del Mar, Suite 200  
Del Mar, California 92014-3859  
858-794-6147
- Consultant:** PCR Services Corporation  
Attention: Stephanie Gasca  
One Venture, Suite 150  
Irvine, CA 92618  
949-753-7001
- Project Impacts:** Permanent impacts include 0.39 acre of jurisdictional "waters of the U.S.," "waters of the State," including 0.23 acre of wetlands, and 1.14 acres of CDFG jurisdictional streambed and associated riparian vegetation.
- Project Commenced:** The pilot channel for the Wallach mitigation was built in June 2004. The planting for the channel began in September 2005.
- Project Location:** The project is located east of the City of Murrieta in Riverside County, California. The property is south of the intersection of Winchester Road (SR-79) and Pourroy Road, and north of Via Santa Catalina. The property is shown on the U.S. Geological Survey 7.5-minute Bachelor Mountain Quadrangle, in Section 33, T. 6 S., R. 2 W. (see **Figure 1**, *Location Map*).
- Report Date:** November 2010
- Permit Conditions:** Refer to Habitat Mitigation and Monitoring Plan (HMMP) and attached Permits (Appendix A, *Permits*).

### 2.0 MITIGATION SITE INFORMATION

- Statement of Purpose:** The goal of this mitigation program is to restore "waters of the U.S." and "waters of the State" by creating a Riparian Woodland Corridor with 2.62 acres of Southern Willow Scrub along the drainage, 1.22 acres of Mesic Riparian Buffer on either side of the drainage, and 2.30 acres of Native Grassland on the slopes bordering the northern part of the drainage (see **Figure 2**, *Mitigation Area*).

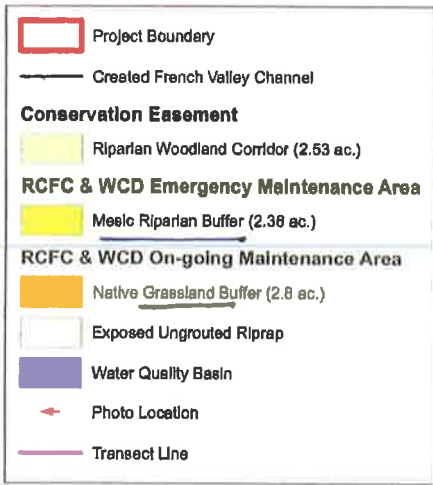
<b>Completion Date:</b>	Mitigation installation was completed for the created drainage and the side slopes in November 2005.
<b>Conservation Easements:</b>	In Process
<b>Success Status:</b>	<p>The Riparian Woodland Corridor and Mesic Riparian Buffer are meeting six of the six interim success criteria and five of the six ultimate success criteria. Ultimate criteria are not yet being met for exotic vegetation within the Mesic Riparian Buffer. The Mesic Riparian Buffer understory is still being dominated by rabbitfoot grass (<i>Polypogon monspeliensis</i>) and rattail fescue (<i>Vulpia myuros</i>). Thus, the Mesic Riparian Buffer area does meet the ultimate success criterion for "exotic, invasive vegetation."</p> <p>The Native Grassland and Riparian Woodland Corridor are meeting all success criteria.</p> <p>A follow-up site inspection conducted Fall 2010 demonstrated less than 5 percent visual cover of non-native vegetation throughout the mitigation areas, monitored as a single unit, which includes the channel and the flood prone area. These findings suggest that the final success criteria are being met.</p>
<b>Monitoring Activities:</b>	<p>PCR conducted monitoring inspections on November 9, 2009 and January 15, 2010. Spring 2010 inspections were conducted on March 15, April 12 and May 19, 2010. PCR biologists Maile Tanaka and Jenni Snibbe conducted the Year 5 annual site visit on June 14, 2010. A follow-up site inspection was conducted November 23, 2010.</p>
<b>Maintenance Activities:</b>	<p>On-going weeding activities conducted included hand pulling and removal of debris twice per month.</p> <p>Spot spraying of glyphosate, non-selective herbicide (e.g. Rodeo® or Roundup Pro®) was conducted prior to seeding in areas where exotic species were dense.</p> <p>Willow and mule fat cuttings were staked along the Riparian Woodland Corridor banks and saturated areas along the Mesic Riparian Buffer in January 2010.</p> <p>Cattails (<i>Typha</i> sp.) were thinned in the Riparian Woodland Corridor to allow other native species to establish more fully.</p> <p>In Fall 2009, the bare areas along the banks and slopes were broadcast seeded with seed mix (Appendix B, <i>Supplemental Seed Mix</i>) in order to increase native vegetation cover and diversity.</p> <p>In late spring-summer 2010, follow-up weed abatement activities were conducted to eradicate target species. Weed abatement activities included removal of target species Spanish sunflower (<i>Pulicaria paludosa</i>), salt cedar (<i>Tamerix</i> sp.), pampas grass (<i>Cortaderia selloana</i>), Brazilian peppertree (<i>Schinus terebinthifolius</i>), black mustard (<i>Brassica nigra</i>), sweet clover (<i>Melilotus</i> sp), and rabbits foot grass throughout the Riparian Woodland Corridor, Mesic Riparian Buffer, and buffer slopes.</p>
<b>Remedial Actions:</b>	Continue on-going weed removal on-site of specified plant species per the recommendations of the monitoring biologist to ensure success in perpetuity.



**Location Map**

Wallach Property  
 Source: USGS Topographic Series (Bachelor Mountain, CA); PCR Services Corporation, 2010.

FIGURE  
**1**



Mitigation Area

FIGURE  
2

Willach Property  
Source: The Galix Company, 2007; PCR Services Corporation, 2010.





# California Regional Water Quality Control Board

## San Diego Region



Winston H. Hickox  
Secretary for  
Environmental  
Protection

Internet Address: <http://www.swrcb.ca.gov/~rwqcb9/>  
9174 Sky Park Court, Suite 100, San Diego, California 92123  
Phone (858) 467-2952 • FAX (858) 571-6972

Gray Davis  
Governor

Action on Request for  
Clean Water Act Section 401 Water Quality Certification and  
Application/Report of Waste Discharge for  
Discharge of Dredged and/or Fill Materials

**PROJECT:** Wallach Property (File No. 02C-056)  
Waste Discharge Identification No. 9 000000985

**APPLICANT:** Brookfield Land Company, Inc.  
Mr. Dennis Chapman  
1522 Brookhollow Drive, Suite 1  
Santa Ana, Ca 92705

**ACTION:**

1.  Order for Standard Certification
2.  Order for Technically-conditioned Certification
3.  Order for Denial of Certification

**STANDARD CONDITIONS:**

The following three standard conditions apply to all certification actions, except as noted under Condition 3 for denials (Action 3).

1. This certification action is subject to modification or revocation upon administrative or judicial review, including review and amendment pursuant to section 13330 of the California Water Code and section 3867 of Title 23 of the California Code of Regulations (23 CCR).
2. This certification action is not intended and shall not be construed to apply to any discharge from any activity involving a hydroelectric facility requiring a Federal Energy Regulatory Commission (FERC) license or an amendment to a FERC license unless the pertinent certification application was filed pursuant to 23 CCR subsection 3855(b) and the application specifically identified that a FERC license or amendment to a FERC license for a hydroelectric facility was being sought.
3. The validity of any non-denial certification action (Actions 1 and 2) shall be conditioned upon total payment of the full fee required under 23 CCR section 3833, unless otherwise stated in writing by the certifying agency.

*California Environmental Protection Agency*

Recycled Paper



**ADDITIONAL CONDITIONS:**

The following additional conditions shall apply to this project:

1. Brookfield Land Company, Inc. shall, at all times, fully comply with the engineering plans, specifications and technical reports submitted with this application for Section 401 Water Quality Certification and all subsequent submittals required as part of this certification.
2. Brookfield Land Company, Inc. shall comply with the requirements of State Water Resources Control Board Water Quality Order No. 99-08-DWQ, the NPDES General Permit for Storm Water Discharges Associated with Construction Activity.
3. This certification is not transferable to any person except after notice to the Executive Officer of the San Diego Regional Water Quality Control Board (Regional Board). Brookfield Land Company, Inc. shall submit this notice in writing at least 30 days in advance of any proposed transfer. The notice must include a written agreement between the existing and new owner containing a specific date for the transfer of this certification's responsibility and coverage between the current owner and the new owner. This agreement shall include an acknowledgement that Brookfield Land Company, Inc. is liable for violations up to the transfer date and that the new owner is liable from the transfer date on.
4. In the event of any violation or threatened violation of the conditions of this certification, the violation or threatened violation shall be subject to any remedies, penalties, process or sanctions as provided for under state law. For purposes of section 401(d) of the Clean Water Act, the applicability of any state law authorizing remedies, penalties, process or sanctions for the violation or threatened violation constitutes a limitation necessary to assure compliance with the water quality standards and other pertinent requirements incorporated into this certification.
5. In response to a suspected violation of any condition of this certification, the Regional Board may require the holder of any permit or license subject to this certification to furnish, under penalty of perjury, any technical or monitoring reports the Regional Board deems appropriate, provided that the burden, including costs, of the reports shall be a reasonable relationship to the need for the reports and the benefits to be obtained from the reports.
6. In response to any violation of the conditions of this certification, the Regional Board may add to or modify the conditions of this certification as appropriate to ensure compliance.
7. Brookfield Land Company, Inc. shall notify the Regional Board, in writing, of the start of project grading, the start of mitigation installation, and the completion of mitigation installation. All notifications shall be submitted within 3 days of the start of the action, and shall reference File No. 02C-056.

8. As mitigation for impacts to approximately 2,196 linear feet (0.39 acre) of a tributary to Warm Springs Creek, Brookfield Land Company, Inc. will realign the channel and create a 60-foot wide (average) riparian corridor and stream designed to meander across the channel bottom, which will range from approximately 62 to 106 feet wide. The soft-bottomed channel will have ungrouted riprapped sides sized to hold a 100 year flood event. A flood plain terrace will be planted with riparian species and serve as a buffer to the riparian stream corridor. The mitigation area will be approximately 1,975 linear feet of streambed with associated riparian habitat, totaling approximately 2 acres in size. The mitigation channel will be constructed and planted in accordance with the Habitat Mitigation and Monitoring Plan for the Wallach Property, dated May 2003.
9. To avoid temporal impacts to the drainage and its associated corridor, Brookfield Land Company, Inc will create the new channel during the first phase of grading. The existing drainage will be fenced off and remain intact for at least six months following construction and planting of the new channel.
10. Brookfield Land Company, Inc. shall submit a report (including topography maps and planting locations) to the Regional Board within 90 days of completion of mitigation site preparation and planting, describing as-built status of the mitigation project. If the site grading and planting are not completed within six weeks of each other, separate reports will be submitted describing those specific as-built conditions.
11. The mitigation area shall be monitored in accordance with the Habitat Mitigation and Monitoring Plan for the Wallach Property, dated May 2003. Mitigation monitoring reports shall be submitted annually until the site has been deemed successful. Monitoring reports shall include, but not be limited to, the following:
  - a. Names, qualifications, and affiliations of the persons contributing to the report;
  - b. Tables presenting the raw data collected in the field as well as analyses of the physical and biological data;
  - c. Qualitative and quantitative comparisons of current mitigation conditions with pre-construction conditions and previous mitigation monitoring results; and
  - d. Photodocumentation from established reference points.
12. The Brookfield Land Company, Inc. shall submit, within 90 days of the issuance of this certification, a draft conservation easement or deed restriction that prohibits development within, mowing, and/or other activities that would result in permanent or temporary disturbance of the 60-foot-wide mitigation zone. No maintenance, except for the removal of exotic and diseased vegetation shall be permitted within this area. The remainder of the channel may be maintained for flood control purposes, but shall be protected from development and further channelization. Brookfield Land Company, Inc. shall submit proof of a completed conservation easement or deed restriction 30 days prior to grading, filling, or otherwise impacting the existing drainage.
13. Two basins, vegetated with native grasses, will be constructed on site to treat urban runoff and first flush storm water runoff from the developed site before it enters the mitigation

channel. No low-flow channel, or other structure that would compromise the water purification functions of the basin, shall be constructed in the proposed basins. Any changes to the number of basins or the conceptual design, including size, location, and proposed planting material, shall be included in the Water Quality Mitigation and Monitoring Plan per Condition 15, below.

14. The park site, commercial landscaped areas, and street-scape areas will have a smart irrigation system installed that will include, but not be limited to, soil moisture meters that will automatically turn off irrigation when soil is saturated.
15. Brookfield Land Company, Inc. shall also submit a detailed Water Quality Mitigation and Monitoring Plan to this office for review 30 days prior to any grading on site. The plan shall include additional structural and non-structural best management practices (BMPs) designed to reduce, treat, or control urban runoff from the proposed development. Maintenance of proposed BMPs shall also be included in the plan.
16. Prior to the initiation of construction in waters of the U.S., Brookfield Land Company, Inc. shall submit to the Regional Board any final requirements the RCFCWCD has placed on the project. **This certification does not allow additional impacts to waters of the U.S. based upon any RCFCWCD requirement other than those specifically authorized.** Should the RCFCWCD require additional impacts to waters of the U.S., Brookfield Land Company, Inc. must reapply for a Section 401 Water Quality Certification.
17. This certification does not address dewatering; separate authorization will be required from the Regional Board for any dewatering impacts.

#### **REGIONAL WATER QUALITY CONTROL BOARD CONTACT PERSON:**


Megan Fisher  
California Regional Water Quality Control Board, San Diego Region  
9174 Sky Park Court, Suite 100  
San Diego, CA 92123  
858-268-5363

#### **WATER QUALITY CERTIFICATION:**

I hereby certify that the proposed discharge from the Wallach Property Development Project (File No. 02C-056, WDID No. 9 000000985) will comply with the applicable provisions of sections 301 ("Effluent Limitations"), 302 ("Water Quality Related Effluent Limitations"), 303 ("Water Quality Standards and Implementation Plans"), 306 ("National Standards of Performance"), and 307 ("Toxic and Pretreatment Effluent Standards") of the Clean Water Act. The proposed project as conditioned is consistent with conditions specified in the Water Quality Control Plan for the San Diego Basin (9) (Basin Plan) for a waiver of waste discharge requirements. Although the adoption of waste discharge requirements is being waived at this time, we may issue waste

discharge requirements should new information come to our attention that indicates a water quality problem.

Except insofar as may be modified by any preceding conditions, all certification actions are contingent on (a) the discharge being limited and all proposed mitigation being completed in strict compliance with the applicants' project description and/or on the attached Project Information Sheet, and (b) on compliance with all applicable requirements of the Regional Water Quality Control Board's Water Quality Control Plan (Basin Plan).



John H. Robertus  
Executive Officer  
Regional Water Quality Control Board

5/20/2003

Date

Attachments 1 and 2

**ATTACHMENT 1  
PROJECT INFORMATION**

Applicant: Brookfield Land Company, Inc.  
Dennis Chapman  
1522 Brookhollow Drive, Suite 1  
Santa Ana, CA 92705  
714-979-2456  
714-241-5937 (f)

---

Applicant  
Representatives: PCR Services Corporation  
Michelle Lee Mattson  
Miriam Herrmann  
One Venture, Suite 150  
Irvine, CA 92618  
949-753-7001  
949-753-7002 (f)

Project Name: The Wallach Property (File No. 02C-056, WDID No. 9 000000985)

Project Location: ✓ The Wallach Property is located east of the City of Murrieta in Riverside County. The 31-acre property is bound by Pourroy Road to the east and Winchester Road to the west. The southern boundary of the property is approximately 0.5 miles north of Thompson Road and the northern boundary is at the intersection of Pourroy and Winchester Roads. The property is contained in the Bachelor Mountain Quadrangle, Section 33, T 6 S, R 2 W.

Type of Project: ✓ Road widening, commercial development, and recreational park

Project Description: ✓ Brookfield Land Company, Inc. proposes to develop a commercial site and a recreational park. As part of the project, Winchester Road will be widened, requiring the realignment of a tributary to Warm Springs Creek. The development also includes the realignment of Pourroy Road through the center of the property, which was previously certified in Section 401 Water Quality Certification file no. 99C-109.

Federal Agency/Permit: U.S. Army Corps of Engineers/Section 404 Individual Permit

Other Required Regulatory Approvals: California Department of Fish and Game Streambed Alteration Agreement

California Environmental Quality Act (CEQA) Compliance: Riverside County approved a Mitigated Negative Declaration for the Winchester 1800 Specific Plan on July 3, 2000.

Receiving Water: ✓ Tributary to Warm Springs Creek

Impacted Waters of the United States: Approximately 2,196 linear feet (0.39 acre) of the tributary to Warm Springs Creek will be realigned for the widening of Winchester Road and the construction of a flood control channel.

Dredge Volume: Not applicable

Related Projects Implemented/to be Implemented by the Applicant(s): Brookfield Land Company, Inc. received a 404 permit and 401 certification (file no. 99C-109) to develop an adjacent property. The applicant was authorized to remove a 300-foot long area of riparian habitat for the realignment of Pourroy Road.

Avoidance/Minimization Measures: The project is impacting 0.39 acre out of a total of 0.64 acre of waters of the U.S. on site. Due to the widening of Winchester Road, and Riverside County Flood Control requirements, impacts are unavoidable.

Compensatory Mitigation: ✓ Mitigation will consist of creating a new channel with a 60-foot (average) wide restored streambed and riparian canopy within the flood control channel. The channel includes a meandering low-flow streambed with a minimum 60-foot-wide maintenance free zone, and associated floodplain terraces. The mitigation area will be approximately 1,975 linear feet of streambed, totaling 1.7 acres. Including the associated riparian habitat, the mitigation area is expected to be approximately 2.1 acres in size.

Best Management Practices: ✓ Two vegetated basins will be used to treat urban runoff and the first flush of storm water runoff from the site. In addition, the following BMPs are proposed:  
 Park area efficient irrigation (soil moisture meters);  
 Runoff-minimizing landscape design;  
 Energy dissipaters;  
 Catch basin stenciling;  
 Inlet trash racks;  
 Education of property owners, commercial residents, and park users;  
 Activity restrictions;  
 Landscape management;  
 Litter control;  
 Park catch basin inspection; and  
 Street sweeping and parking lot maintenance.

**ATTACHMENT 2  
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