

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



1115

FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
March 29, 2016

SUBJECT: Adopt Resolution No. F2016-03 Authorization to Convey Easement Interest in Real Property over a Portion of Lot 159 of Tract No. 20319 (APN 922-220-030) to Western Riverside County Regional Conservation Authority by Conservation Easement Deed; CEQA Findings of Exemption; Temecula/Pechanga Creek Slope Protection, Project No. 7-0-00430, District 3 [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the Project is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15325(a) and (c); and
2. Adopt Resolution No. F2016-03 Authorization to Convey Easement Interest in Real Property over a portion of Assessor's Parcel Number 922-220-030 to Western Riverside County Regional Conservation Authority by Conservation Easement Deed, located within the city of Temecula, County of Riverside, State of 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 within five (5) days of approval by the Board.

BACKGROUND:

Summary

See Page 2.

WARREN D. WILLIAMS
General Manager-Chief Engineer

RS:mcv
P8\201693

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

FORM APPROVED COUNTY COUNSEL
 BY: **GUY B. PITTMAN**
 DATE: *March 6, 2016*
 Departmental Concurrence

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

Prev. Agn. Ref.: 11-12 of 01/27/04 | **District:** 3rd | **Agenda Number:**

11-5

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

FORM 11: Adopt Resolution No. F2016-03 Authorization to Convey Easement Interest in Real Property over a Portion of Lot 159 of Tract No. 20319 (APN 922-220-030) to Western Riverside County Regional Conservation Authority by Conservation Easement Deed; CEQA Findings of Exemption; Temecula/Pechanga Creek Slope Protection, Project No. 7-0-00430, District 3 [\$0]

DATE: March 29, 2016

PAGE: Page 2 of 3

BACKGROUND:

Summary (continued)

On January 27, 2004, the Board of Supervisors for the District approved a Cooperative Agreement ("Agreement") concerning certain real property, consisting of approximately 52 acres of land, identified as Lot 159 of Tract No. 20319, located east of Interstate 15 and south of Pechanga Parkway in the city of Temecula, County of Riverside, State of California ("Property"). The Agreement was entered into between the County of Riverside ("County"), Riverside County Flood Control and Water Conservation District ("District"), and California Sunset Homeowners Association and Homes by the Green Homeowners Association collectively referenced as the "Associations", whereby the Associations were to dedicate the Property to the District for the purpose of conveying flood flows and for certain flood control improvements along Temecula and Pechanga Creeks to protect area properties from flooding and for conservation/preservation purposes as further described below. The Associations have performed pursuant to the Agreement and the property is now owned by the District in fee title. As stated in the Cooperative Agreement, the District and County intended to enter into a Purchase and Sale Agreement ("PSA") whereby the County would purchase from the District and the District would convey a portion of the Property not being utilized for flood drainage purposes ("non-flood control facility areas") to the County for habitat preservation under the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP).

On January 22, 2015, through Streambed Alteration Agreement No. 1600-2012-0200-R6 Revision 1, the California Department of Fish and Wildlife (CDFW) required the District to establish a 15.0-acre mitigation site for impacts due to the Murrieta Creek Phase II project within the Property. The CDFW also required that the mitigation area be carried out through fee title transfer or conservation easement to a local conservation entity such as the Western Riverside County Regional Conservation Agency (WRCRCA). The Property is located within the MSHCP that the WRCRCA owns, has conservation easements, and manages MSHCP conservation areas. On November 3, 2015 Agenda Item 3-9, the Board of Supervisors for the County adopted Resolution No. 2015-232 Finding that the County of Riverside has no interest on Lot 159 and accepting the District's proposal to retain fee title and to convey the non-flood control facility portion of the property directly to the WRCRCA for MSHCP conservation purposes.

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 since the conservation easement area would remain in its current condition.

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 pursuant to State CEQA Guidelines Section 15325 (a) and (c). The proposed Project consists of transfer of an interest in real property, a conservation easement, to the WRCRCA in order to preserve the natural conditions, including the plant and animal habitats, to protect fish and wildlife resources and historical resources in perpetuity. The conservation easement also grants the WRCRCA the right to enter the property to carry out activities consistent with the MSHCP. Therefore, the Project is categorically exempt from CEQA under Section 15325 (a) and (c) of the State CEQA Guidelines for the Class 25 exemption pertaining to Transfers of Ownership of Interest in Land to Preserve existing natural conditions and to allow restoration of natural conditions.

Resolution No. F2016-03 has been approved as to form by County Counsel.

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

FORM 11: Adopt Resolution No. F2016-03 Authorization to Convey Easement Interest in Real Property over a Portion of Lot 159 of Tract No. 20319 (APN 922-220-030) to Western Riverside County Regional Conservation Authority by Conservation Easement Deed; CEQA Findings of Exemption; Temecula/Pechanga Creek Slope Protection, Project No. 7-0-00430, District 3 [\$0]

DATE: March 29, 2016

PAGE: Page 3 of 3

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:

1. Resolution No. F2016-03
2. Aerial Photo Exhibit
3. Streambed Alteration Agreement No. 1600-2012-0200-R6 Revision 1
4. Title Report date December 14, 2015
5. Notice of Exemption
6. Conservation Easement Deed

P8\201693

RIVERSIDE COUNTY CLERK-RECORDER

AUTHORIZATION TO BILL

TO BE FILLED OUT BY SUBMITTING AGENCY

DATE: 1/6/2016 BUSINESS UNIT/AGENCY: FLOOD CONTROL - FCARC

ACCOUNTING STRING:

ACCOUNT: 526410 FUND: 25170
DEPT ID: 947520 PROGRAM: _____

AMOUNT: \$50.00

REF: CEQA filing fees Notice of Exemption for Temecula Creek Conservation Easement Project 227-7-8-00021-00-31-0000-000

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

NUMBER OF DOCUMENTS INCLUDED: 1

AUTHORIZED BY: Michael Reyes *MR 1/6/15*
PRESENTED BY: Randy Sheppard EXT 51306
CONTACT: Michael Reyes

TO BE FILLED OUT BY COUNTY CLERK

ACCEPTED BY: _____

DATE: _____

DOCUMENT NO(S)/INVOICE NO(S): _____

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

RESOLUTION NO. F2016-03

AUTHORIZATION TO CONVEY EASEMENT INTEREST IN REAL PROPERTY
PORTION OF LOT 159 OF TRACT NO. 20319
WITH ASSESSOR'S PARCEL NUMBER 922-220-030
TO WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION
AUTHORITY BY CONSERVATION EASEMENT DEED
TEMECULA/PECHANGA CREEK SLOPE PROTECTION PROJECT NO. 7-0-00430

WHEREAS, the Riverside County Flood Control and Water Conservation District ("District") owns certain real property, consisting of approximately 52 acres of land, identified as Lot 159 of Tract No. 20319 ("Property"), located east of Interstate 15 and south of Pechanga Parkway in the city of Temecula, County of Riverside, State of California, that was dedicated to the District pursuant to that certain Cooperative Agreement between the County of Riverside ("County"), District, and the California Sunset Homeowners Association and the Homes by the Green Homeowners Association dated January 27, 2004 ("Agreement") for the purposes of conveying flood flows and to protect area properties from flooding and for future conservation/preservation purposes; and

WHEREAS, on January 22, 2015, through Streambed Alteration Agreement No. 1600-2012-0200-R6 Revision 1 (SAA), the California Department of Fish and Wildlife (CDFW) required the District to establish a 15.0-acre mitigation site within Property for impacts due to the Murrieta Creek Phase II project; and

WHEREAS, the CDFW also required that the mitigation area be carried out through fee title transfer or conservation easement to a local conservation entity such as the Western Riverside County Regional Conservation Agency (WRCRCA); and

WHEREAS, on November 3, 2015 Agenda Item 3-9, the Board of Supervisors for the County adopted Resolution No. 2015-232 Finding that the County of Riverside has no interest in the Property and accepting the District's proposal to retain fee title and to convey the non-flood control facility portions of the Property directly to RCA for MSHCP conservation purposes; and

FORM APPROVED COUNTY COUNSEL
BY: Synthia M. Gunzel 3-16-16
DATE: _____
SYNTHIA M. GUNZEL DATE

1 WHEREAS, the District has identified a 15.0-acre Conservation Easement within a
2 portion of the Property not being utilized for flood drainage purposes ("non-flood control facility
3 areas") and a 0.24-acre Conservation Easement Access referenced as RCFC Parcel Nos. 7430-
4 1A and 7430-2A, respectively; and

5 WHEREAS, the District and WRCRCA have negotiated the Conservation Easement to
6 fulfill the conditions of the SAA and the District desires to convey an easement interest over a
7 15.0-acre portion of the Property to WRCRCA, as legally described in Exhibit "A", referred to as
8 RCFC Parcel Nos. 7430-1A and 7430-2A, attached hereto and by this reference incorporated
9 herein, and

10 WHEREAS, pursuant to the California Water Code Appendix Ch. 48, Section 9, the
11 Board of Supervisors for the District has the power to grant any interest in real property it owns
12 to other public agencies where such grant does not interfere with the use of the real property for
13 the purposes of the District.

14 NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the
15 Board of Supervisors ("Board") of the Riverside County Flood Control and Water Conservation
16 District, in regular session assembled on March 29, 2016, at or after 9:00 a.m., in its meeting
17 room located on the 1st Floor of the County Administrative Center, 4080 Lemon Street,
18 Riverside, California, with at least four-fifths of all members concurring, finds that the proposed
19 easement conveyance would not unreasonably interfere with the use of the Property for the
20 District's purposes.

21 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Board
22 authorizes the conveyance of a Conservation Easement to WRCRCA, over a portion of real
23 property described with Assessor's Parcel Number 922-220-030, also referenced as RCFC Parcel
24 Nos. 7430-1A and 7430-2A, more particular described in Exhibit "A".

25 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Chairman of
26 the Board of Supervisors of the District is authorized to execute the Conservation Easement
27 Deed on behalf of the District.
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BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Board authorizes the General Manager-Chief Engineer, or his designee, to execute any other associated documents to complete the conveyance of the easement interests in real property to WRCRCA and this transaction.

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

Exhibit "A"

**Temecula Creek – Conservation Easement
Parcel 7430-2A**

Being a portion of that certain parcel described in Instrument No. 2005-0159727, recorded February 28, 2005, records of Riverside County, State of California, within the City of Temecula described as follows:

Beginning at the intersection of the easterly right of way of Interstate 15 with the southerly line of Lot 159 as shown in Map Book 181, Pages 54 through 58, records of said county;

Thence North 16° 15' 48" West 146.73 feet along said westerly right of way to a point being on a line parallel with and distant 50.00 feet from the westerly line of Parcel 7430-2 of Record of Survey in Book 124, Pages 2 through 8, records of said county;

Thence North 38° 57' 20" East 335.67 feet along said parallel line;

Thence North 71° 04' 12" East 308.54 feet;

Thence South 87° 39' 44" East 50.13 feet;

Thence North 88° 06' 06" East 115.12 feet to a point being on a line parallel with and distant 50.00 from the northerly line of said Parcel 7430-2;

Thence South 84° 54' 44" East 50.50 feet along said parallel line;

Thence South 73° 23' 37" East 16.31 feet continuing along said parallel line;

Thence South 65° 47' 27" East 110.61 feet continuing along said parallel line;

Thence South 57° 19' 41" East 273.37 feet continuing along said parallel line;

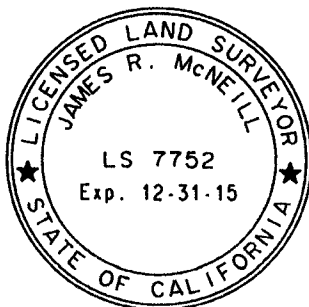
Thence South 48° 44' 11" East 163.66 feet;

Thence South 56° 49' 14" East 26.65 feet;

Thence South 21° 56' 46" West 564.96 feet to said southerly line of Lot 159;

Thence North 70° 12' 10" West 1018.22 feet along said southerly line of Lot 159 to the Point of Beginning;

Containing 15.00 acres, more or less.





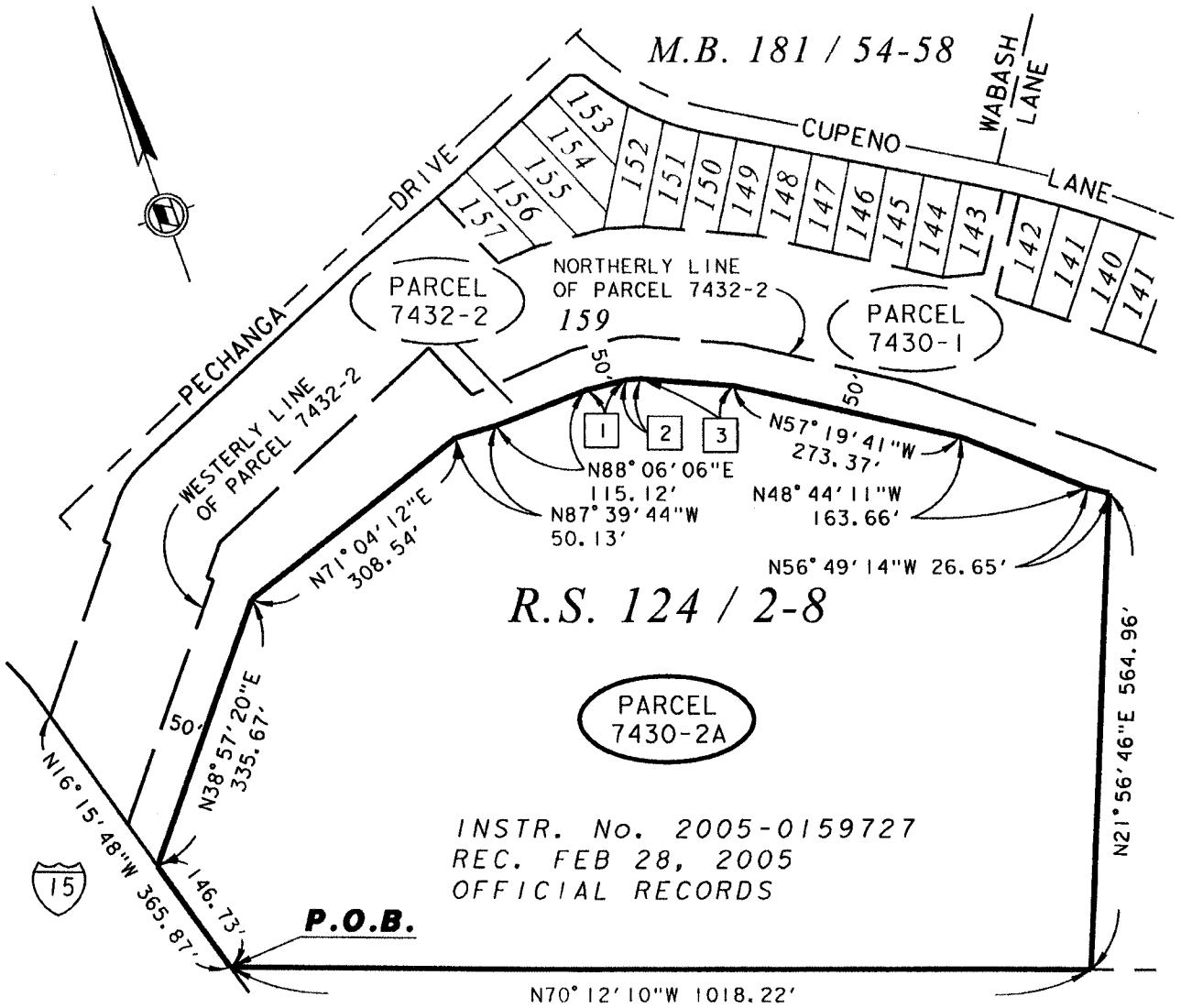
JAMES R. McNEILL

Land Surveyor No. 7752
Signed on Behalf of:
Riverside County Flood Control
and Water Conservation District

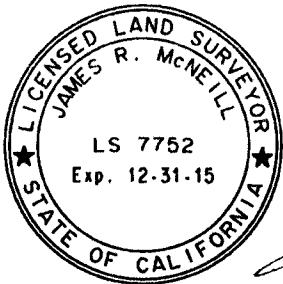
Date: 12-3-15

Exhibit "B"

BEING A PORTION OF THAT CERTAIN PARCEL DESCRIBED IN INSTRUMENT NO. 2005-0159727, RECORDED FEBRUARY 28, 2005, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, WITHIN THE CITY OF TEMECULA.



INSTR. No. 2005-0159727
 REC. FEB 28, 2005
 OFFICIAL RECORDS



[Signature]
 DATE: 12-3-15

LINE DATA		
	BEARING	DISTANCE
1	N84° 54' 44" W	50.50'
2	N73° 23' 37" W	16.31'
3	N65° 47' 27" W	110.61'

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NAME:

TEMECULA CREEK - CONSERVATION EASEMENT

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

RCFC PARCEL NUMBER(S):
 PARCEL 7430-2A

SCALE:
 NO SCALE
 NOV-17-2015

PREPARED BY:
 DAB
 SHEET NO.
 1 OF 1

Exhibit "A"

**Temecula Creek – Conservation Easement Access
Parcel 7430-1A**

Being a portion of that certain parcel described in Instrument No. 2005-0159727, recorded February 28, 2005, records of Riverside County, State of California, within the City of Temecula described as follows:

A strip of land 20.00 feet wide, lying easterly and southerly of the following described line:

Beginning at the northeasterly corner of Lot 143 as shown in Map Book 181, Pages 54 through 58, records of said county;

Thence South 32° 50' 35" West 101.02 feet along the easterly line of said Lot;

Thence North 75° 31' 58" West 48.58 feet along the southerly line of said Lot;

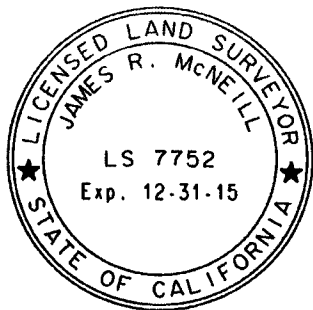
Thence continuing North 75° 31' 58" West 251.73 feet;

Thence South 49° 05' 15" West 59.83 feet to the southerly line of Parcel 7430-1 of Record of Survey in Book 124, Pages 2, records of said county;

Thence continuing South 49° 05' 15" West 55.11 feet to a point being on a line parallel with and distant 50.00 feet from the southerly line of said Parcel 7430-1, said point being the Point of Termination;

The sidelines of said strip are to be lengthened or shortened to terminate on the northeast at the southerly right of way of Cupeno Road as shown on said Map Book 181, Pages 54 through 58, and on the southwest at a line parallel with and distant 50.00 feet from the said southerly line of Parcel 7430-1.

Containing 0.24 acres, more or less.




JAMES R. McNEILL

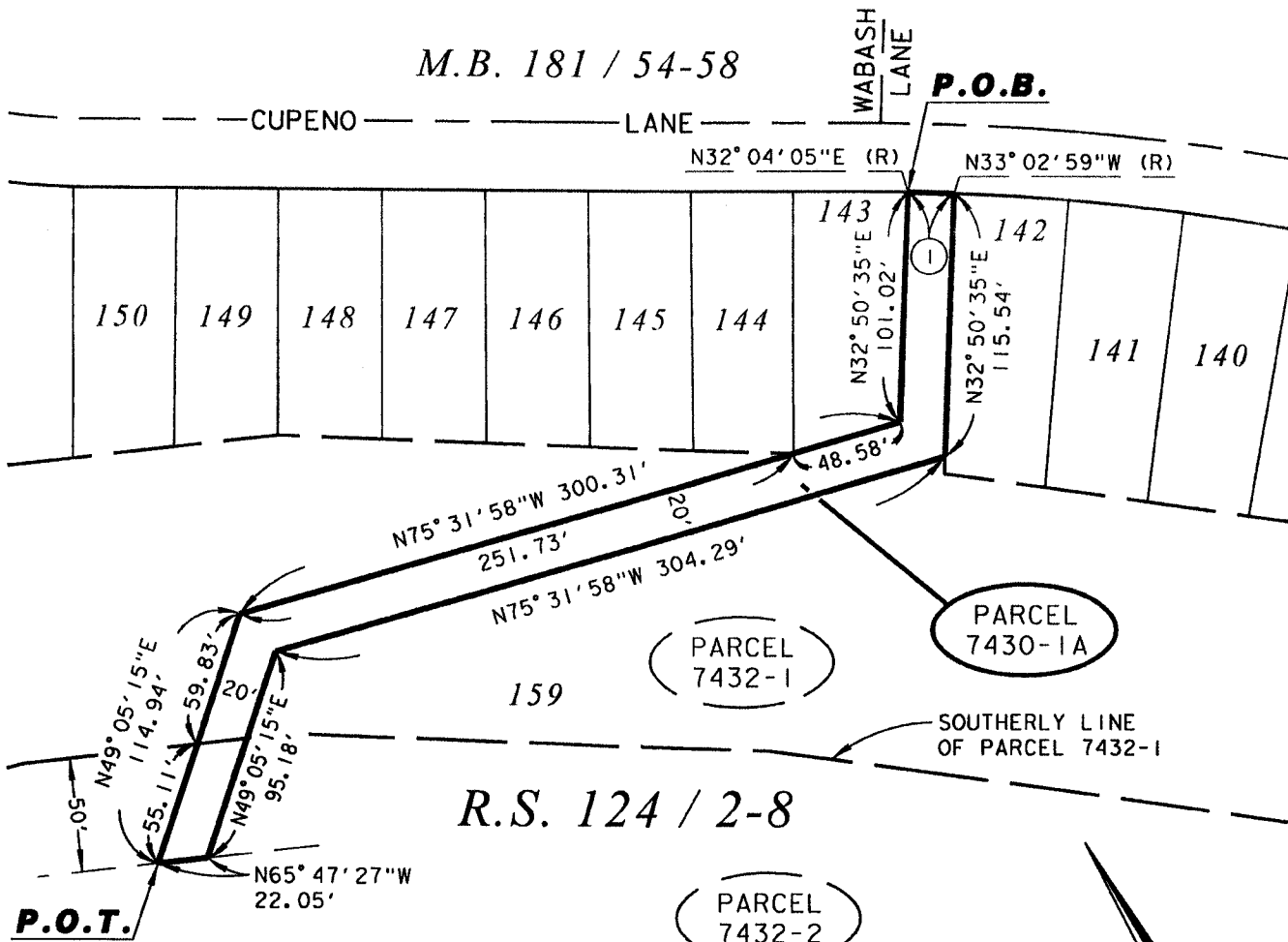
Land Surveyor No. 7752
Signed on Behalf of:
Riverside County Flood Control
and Water Conservation District

Date: 12-3-15

Exhibit "B"

BEING A PORTION OF THAT CERTAIN PARCEL DESCRIBED IN INSTRUMENT NO. 2005-0159727, RECORDED FEBRUARY 28, 2005, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, WITHIN THE CITY OF TEMECULA.

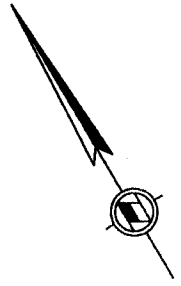
M.B. 181 / 54-58



R.S. 124 / 2-8



INSTR. No. 2005-0159727
REC. FEB 28, 2005
OFFICIAL RECORDS



CURVE DATA				
○	△ =	R =	T =	L =
1	00° 58' 54"	1169.92'	10.02'	20.04'

[Signature]
DATE: 12-3-15

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT			
1995 MARKET ST. RIVERSIDE, CA. 92501			
PROJECT NAME: TEMECULA CREEK - CONSERVATION EASEMENT ACCESS			
THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.	RCFC PARCEL NUMBER(S): PARCEL 7430-1A	SCALE: NO SCALE	PREPARED BY: DAB
		NOV-17-2015	SHEET NO. 1 OF 1



I-15

50'

Wabash Ln

Pechanga Dr

Temecula Parkway

Cupeno Ln

Hwy 79



TEMECULA CREEK MITIGATION AREA

15.0 Acres

- 20' Wide access for RCA
- Mitigation Area
- RCFC&WCD Right of Way

RECEIVED
JAN 27 2015

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT



CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
INLAND DESERTS REGION
3602 INLAND EMPIRE BLVD., SUITE C-220
ONTARIO, CA 91764

STREAMBED ALTERATION AGREEMENT
NOTIFICATION No. 1600-2012-0200-R6 (REVISION 1)

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
MURRIETA CREEK PHASE II

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and Riverside County Flood Control and Water Conservation District (Permittee) or as represented by Mr. Warren Williams.

RECITALS

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, Permittee notified CDFW on December 10, 2012, that Permittee intends to complete the project described herein.

WHEREAS, pursuant to FGC section 1603, CDFW has determined that the project could substantially adversely affect existing fish or wildlife resources and has included measures in the Agreement necessary to protect those resources.

WHEREAS, Permittee has reviewed the Agreement and accepts its terms and conditions, including the measures to protect fish and wildlife resources.

NOW THEREFORE, Permittee agrees to complete the project in accordance with the Agreement.

PROJECT LOCATION

The project is located within Murrieta Creek, tributary to Santa Margarita River, from 200 feet upstream of Winchester Road to 1,000 feet downstream of First Street, in the City of Temecula, Riverside County, State of California; U.S. Geological Survey, 7.5' Temecula and Murrieta Quadrangle in extrapolated sections 2, 11 and 12, Township 8 South, Range 3 West, Sections 34 and 35, Township 7 South, Range 3 West, San Bernardino Base and Meridian, Riverside County, California.

PROJECT DESCRIPTION

The U.S. Army Corps of Engineers (Corps) proposes to construct various channel improvements within Phase II of the Murrieta Creek Flood Control Project. The Riverside County Flood Control and Water Conservation District (Permittee) owns the channel right-of-way, will provide funding, and will operate and maintain the project after

its completion. The project description (construction) and operation and maintenance activities are described herein.

Construction

The Murrieta Creek Phase II will require channel modifications along an approximately 13,000-foot stretch from 200 feet upstream of Winchester Road to 1,000 feet downstream of 1st Street. Project components include: 1) widening and deepening of the channel; 2) grading and recontouring of the side slopes; 3) placement of buried rip rap for slope toe protection in areas with a recontoured slope of 2:1 and 3:1; 4) soil cement protection in areas with recontoured slopes steeper than 2:1; 5) construction of five maintenance access ramps; 6) construction of 14 drop inlets along the maintenance road path; 7) four grade control structures; 8) removal of Via Montezuma, an existing low-water crossing; 9) construction of maintenance roads on both sides of the channel (the western maintenance road will serve as a recreational trail for pedestrians, bicyclists, and equestrians; the eastern maintenance road will serve as a recreational trail for pedestrians and bicyclists); 10) future operation and maintenance; and 11) an unmaintained vegetated corridor (averaging 70 feet in width).

Channel Excavation and Erosion Control

The excavation depth within Murrieta Creek would range from 2 feet to 11 feet depending on the location along the creek. From 200 feet upstream of Winchester Road to 1,600 feet downstream of Winchester Road, a 2H:1V slope will be constructed. The channel would transition into a 3H:1V slope over the next 200 feet. The channel would continue the 3H:1V slope to 1,000 feet downstream of Rancho California Road where the slope would transition to 1H:4V over the next 300 feet. The 1H:4V slope would continue to 300 feet below 1st Street then it would transition to a 1H:2V slope over the next 50 feet. The channel would continue the 1H:2V slope for 450 feet and transition to a 2H:1V slope for the next 200 feet until it connects with the Phase I constructed slope. Soil cement will be used on slopes less than 2H:1V and rip rap with geotextile liner on areas with slopes 2H:1V to 3H:1V. The rip rap and liner will be covered with 1-2 feet of soil then stabilized. Approximately 20.46 acres of channel side slopes will be planted with upland coastal sage scrub species. Table 1 below, shows the side channel slopes and protections used for this project along with the location in the channel where these change.

Table 1 Side Slopes and Slope Protection

Approx. Stations	Slope (H:V)	Slope Protection	Start Point for Slope	End Point for Slope
189+00 to 170+00	2:1	Buried riprap with geotextile liner	Upstream project end	Upstream of Long Canyon Creek
170+00 to 168+00	2:1 to 3:1 transition for 200 feet	Buried riprap with geotextile liner	Upstream of Long Canyon Creek	Downstream of Long Canyon Creek

168+00 to 98+00	3:1	Buried riprap with geotextile liner	Downstream of Long Canyon Creek	Beginning of transition 1000 feet downstream of Rancho California Road
98+00 to 95+00	3:1 to 1:4 transition for 300 feet	Buried riprap with geotextile liner for 3:1 slope, soil cement at start of transition	Beginning of transition 1000 feet downstream of Rancho California Road	1300 feet downstream of Rancho California Road
95+00 to 66+00	1:4	Soil cement	1300 feet downstream of Rancho California Road	350 feet downstream of 1 st Street
65+50 to 61+00	1:2 for 450 feet	Soil cement	350 feet downstream of 1 st Street	Transition to connection with existing Reach 1 channel 1000 feet downstream of 1 st Street
59+00	2:1	Buried riprap with geotextile liner	Downstream project end	1000 feet downstream of 1 st Street

Grade Control or Stabilizer Structures

Four grade control or stabilizer structures are included in the Project as described below:

1. Upstream of Winchester Road a temporary drop structure/end protection will be placed to protect the flood control measures constructed in the project area. This temporary structure will be removed when Phase III of the Murrieta Creek Flood Control, Environmental Restoration and Recreation Project is constructed. The grade control structure includes a 36 inch thick riprap layer placed on a 2H:1V slope on the upstream side and a 2H:1V slope on the downstream side. The bottom of the structure would be placed seven feet under the low flow invert. The upstream protection would be flush with the existing channel invert. The downstream invert would be ten feet lower and flush with the new channel invert. This structure would also include a 1 foot notch at the surface on the east side of the channel to help direct low flows toward the unmaintained area. The existing temporary drop structure at the upstream end of Phase I will be removed.
2. Drop structures would be constructed at the confluence of both Long Canyon and Empire Creeks as a transition to the invert elevation of the lowered Murrieta

Creek. These structures would be two foot thick grouted stone trapezoidal structures. The top of the structure would be flush with the upstream end channel invert. On the downstream slope, there would be approximately six feet of exposed slope. The grade control structure at Long Canyon and Empire Creeks would have an upstream slope of 2:1, a ten foot wide top, and a downstream slope of 3:1. The required fill material would be approximately 4,320 cubic yard (cy) at Long Canyon and 8,100 cy at Empire Creek. A 1-foot notch would be included at the surface in each structure to convey low flows within a smaller cross section and increase low-flow depths

3. A grade stabilizer would be constructed upstream of Rancho California Road to increase flow capacity under the bridge and protect against erosion of the channel bottom. The structure, buried within the creek bed, would have a 10-foot wide top at grade with a buried upstream slope of 2:1 and a buried downstream slope of 3:1, and require approximately 112,320 cy of fill. This structure would also include a notch at the surface within the riparian/low flow zone to concentrate low flows.

Drop Inlets

The project would include forty-one side drains that connect existing side drains along Murrieta Creek to outlet through the proposed side slopes. Fourteen drop inlets would also be included in the design of the side drains along the maintenance road to allow drainage into the creek. These drop inlets would connect to existing pipes within the right-of-way. The pipes may need to be cut or extended to fit with the drop inlet structure. Each drop inlet construction would be different; however, they would be between a 2 x 2 foot or 6 x 6 foot concrete box structure. The box structure would have a shaft that extends to street grade and is covered by a grate to allow flows into the structure.

Road Crossing Removal

The Via Montezuma dip crossing will be removed from the channel. The road is an approximately 675-foot long concrete road that dips into Murrieta Creek.

Maintenance Roads and Access Ramps

A 15 foot wide maintenance road would be placed on the slope tops of both sides of the channel for the entire project length. The west side would be decomposed granite and the east bank would be asphalt. Where possible, the maintenance roads would connect to other roads or trails in the project area. If a connection to other roads or trails is not possible, then a turn-around would be placed to allow maintenance vehicles to maneuver. There are two creeks that confluence on the left side of Murrieta Creek. Empire Creek is approximately 1,700 feet downstream of Via Montezuma Road and Long Canyon Creek is approximately 1,800 feet upstream of Via Montezuma Road.

Five access ramps would be included in four locations along Murrieta Creek. These ramps are approximately 15 feet in width and would be constructed to allow channel maintenance access. These locations and descriptions are:

- One 300-foot long concrete ramp with a 10 percent slope located on the west bank downstream of Winchester Road
- Two 265-foot long concrete ramps located on the west and east banks downstream of Via Montezuma Road
- One 200-foot long ramp located on the east bank approximately 800 feet upstream of Rancho California Road
- One 265-foot long ramp located on the west bank approximately 1,000 feet upstream of Main Street.

Materials and Equipment

Construction would require approximately 952,000 cubic yards of earthen fill material that would be recycled from material excavated on site. Other materials to be procured off site include approximately 35,109 cubic yards of riprap, 68,650 cubic yards of soil cement, plastic covers for stockpiles, planters, topsoil, sod, and other materials required to establish vegetation. Most of the material would be available from sources located approximately 10 to 15 miles from the Project area.

Equipment required for the construction and/or maintenance of the creek channel typically includes the following equipment types and numbers:

Dozers (1), Scrapers (3), Graders (2), Loaders (2), Pickup truck (1), Water trucks (2), Flatbed truck (1), Trencher (1), Crane (1), Pile Hammer (2), Compactors (2), Excavators (1), Dump trucks (20), Air compressor (1), Brush chipper/shredders and chain saws, rubber tracked mowers (4), Bobcats, Ag tractor, and Skidsteer loaders.

Staging and Stockpiling

Staging and stockpiling areas would be located adjacent to the work areas. Construction facilities, stockpiling, loading, processing, and hauling of excavated material would be as described above, and would include a batch plant for soil cement processing required for construction of soil cement protected slopes. Approximately 952,000 cy of excess material would be generated, of which a portion would be reused as miscellaneous fill material. Temporary storage of the remaining excavated materials would occur at the proposed Phase III detention basin site upstream (haul route is approximately less than 6 miles round trip). The construction contractor is responsible for managing the excess soil. The Phase III basin would only be used as a temporary holding area by the contractor. Total truck trips would be approximately 15,000. For the Modified Phase II channel improvements, construction equipment could be staged at 4 different locations:

1. A 200 foot wide by 500 foot long area on the west bank approximately 400 feet downstream of 1st Street. This site is currently an unvegetated vacant site that would be returned to preconstruction conditions upon completion of construction.
2. The site on the upstream end of the project is 1,100-1,400 feet wide by 1,800 feet long within the project boundaries for the Phase III basin. This site is currently vegetated with grasses that would be converted to soccer fields. Several large cottonwood trees located in the mid-area of the site would be protected in-place. A drainage feature at the northwest end of the site would be avoided. This site may also be used as an optional temporary disposal site.
3. A City of Temecula-owned, triangular-shaped property at the corner of Rancho California Rd and Diaz Rd would serve as a staging area.
4. A 200 to 280 foot by 200 foot unvegetated vacant lot 900 feet upstream of Main Street on the west bank. The site would be accessed from Pujol and Felix Valdez Streets.

Unmaintained Riparian Corridor

Approximately 23.67 acres of an unmaintained vegetated/low-flow corridor at invert elevations that would vary from 35 feet to 150 feet in width along the length of Phase II. The unmaintained vegetated corridor would extend the entire length of the Project along the east side of the creek bottom. Breaks in the unmaintained riparian/low flow corridor would occur where the access ramps and grade control structures cross the corridor as well as at the outlets of Long Canyon and Empire Creeks, other storm drain outlets, and under bridges. The unmaintained riparian low-flow corridor would range from 100 to 150 feet in width from the upstream end of the Project to about 700 feet upstream of Rancho California Road. It would then narrow to 35 feet in width through the Old Town reach and then gradually widen to 70 feet before connecting with the Phase I channel improvements.

Operation and Maintenance Activities

Operation and maintenance would consist of annual inspections, maintenance, and repairs to channel side slopes, drop inlets, grade control structures, maintenance roads and access ramps, and storm drain outlets/side drain outlets. Maintenance will include vegetation management and sediment removal within the maintained channel zone to preserve the flood flow capacity of the channel. The annually maintained zone is designated as Regularly Maintained Area and mapped throughout the entire project area. Regular maintenance activities would not affect the unmaintained Riparian/Low-Flow Corridor described above, except for maintenance of side drain outlets, plant maintenance during the first 5-year monitoring period, and perpetual weeding.

Maintenance and access roads and ramps

Regular repairs of the maintenance and access roads would be conducted as needed.

The maintenance and access roads are located on top of the channel banks, not within the creek channel. Access ramps into the channel invert are adjacent to the riparian/low flow corridor at specific sites; however, disturbance to the riparian habitat from repairs is not expected. In general, road and ramp repairs would be scheduled to occur outside of the typical nesting season, as determined by the Designated Biologist(s). However, in the case that repairs involving the use of heavy machinery are required within approximately 500 feet of the riparian/low flow corridor during nesting season, appropriate measures from the Nesting Bird Plan (NBP; see measure 2.3), shall be implemented.

Storm drain outlets and drop inlets

Repairs of the storm drain outlets and drop inlet structures along the bank slopes, channel invert, and at the top of bank would be conducted on an as-needed basis, as described below. Regular clearing of debris, sediment and weeds would occur at the invert of the outlets on both the east and west banks. Repairs would be conducted from the top of the bank to the maximum extent practicable. In cases where access from the top of the bank is not feasible, access to the damaged structure (e.g., side drain outlet, or channel lining) would be obtained from the invert. An approximate 15-foot width of vegetation clearance through the unmaintained Riparian/Low-Flow Corridor at each side drain (20 on east bank) would be maintained annually for equipment access to the side drain outlets. Equipment used could include a bobcat, dump truck and/or excavator. Clearing of debris, sediment and weeds would be restricted to the 15-foot width access area and at the storm drain outlet. For larger drains with an energy dissipater, clearing of debris, sediment, and weeds would be limited to the access area, energy dissipater, and at the outlet of the storm drain.

Grade control structures

Regular vegetation or sediment removal is not anticipated at the structures, except at those areas designated as regularly Maintained Areas on the Figures 3-1a through 3-1e of the Draft Environmental Assessment/Environmental Impact Report (2012) prepared for the proposed Phase II design modifications. Repairs of the structures may be needed, but are expected to be within the Regularly Maintained Area, and are not anticipated to necessitate clearing of vegetation from the Riparian/Low-Flow Corridor.

Channel side slopes

Regular maintenance of the channel side slopes would include trimming, cutting, and/or removal of select vegetation on the slopes to maintain a height of 3-4 feet. Vegetation along the slopes would consist of upland coastal sage scrub species. No cutting of vegetation within the Riparian/Low Flow Corridor would occur. Routine maintenance activities would be conducted outside of the typical nesting season, as determined by the Designated Biologist(s).

Other maintenance activities along the slopes would also include weeding and watering within the first 5 years of the vegetation establishment period. If weeding and watering activities associated with habitat management activities occur during the typical nesting season, as determined by the Designated Biologist(s), appropriate measures from the NBP shall be implemented.

Vegetation and Sediment Maintenance within Regularly Maintained Area

Regular maintenance activities would involve regular recurring (annual) mowing and periodic sediment and debris removal within the identified 41.67-acre Regularly Maintained Area. These activities would be limited to the Regularly Maintained Area boundaries (see Figures 3-1a through 3-1e, attached) and would not result in disturbance to any vegetation within the Riparian/Low Flow Corridor.

When sediment deposition levels reach 3 feet or more above the design invert elevation, sediment would be removed from the Regularly Maintained Area consistent with the design drawings (see attached Design Plates Plan and Profile). It is estimated that sediment would need to be removed approximately every 1 to 5 years through the Old Town reach, and every 5 to 12 years through the remaining Phase II area. These periods vary since flow rates and sediment deposition rates are affected by rainfall amounts. It is anticipated that sediment would not need to be removed from the entire Phase II regularly maintained area all at once; however, it is a possibility as the need for sediment removal will be dependent on localized channel conditions, individual storm events, and the severity of a winter season.

The channel design has a flat channel bottom or invert, with the intent of allowing the low flows to pass through the unmaintained Riparian/Low-Flow Corridor. However, this design would not preclude flows from meandering into the regularly maintained section of the channel. Should the low flow or thalweg flow through the regularly maintained areas of the channel, no measures are proposed to physically redirect flows through the unmaintained Riparian/Low-Flow Corridor. However, during sediment removal operations in the maintained area, when needed, a small temporary "sugar" berm would be re-formed locally at the sediment removal area to encourage flows towards the Riparian/Low-Flow Corridor. This essentially would entail sediment being pushed up to form a small berm within the sediment removal area, adjacent to the unmaintained Riparian/Low-Flow corridor that would be aligned parallel with the channel.

Less frequent maintenance activities include repairs of degraded and eroded areas and structural features, clearing of debris and sediment from storm drains and drop inlets, and repairs of the maintenance and access roads and ramps. Other minor maintenance activities would also include repair of fences and trash removal. Removal of trees obstructing the pipe outlets would also be conducted on an as-needed basis. Repairs would be conducted from the top of the bank to the maximum extent practicable. In cases where access from the top of the bank is not feasible, access to the damaged structure (e.g., side drain outlet, or channel lining) would be obtained from

the invert. An approximate 15 ft. width of vegetation clearance through the unmaintained Riparian/Low-Flow Corridor would be maintained annually for equipment access to the side drain outlets. Equipment used could include a bobcat, dump truck and/or excavator.

Trees and shrubs on the vegetated slopes that would affect the flow conveyance capacity of the channel or integrity of the side slope protection would be maintained (i.e., trimmed) or removed to maintain a maximum height of 3-4 feet along the side slopes.

Habitat management of the unmaintained Riparian/Low-Flow Corridor and channel side slopes would also be part of the long term operation and maintenance of the project. These areas would be weeded and watered as needed and monitored for the first 5 years by the Corps for plant establishment and restoration success. Weeding of invasive exotic species would continue as part of long term habitat management by Riverside County Flood Control and Water Conservation District. Plants that do not survive during this first 5 year period would be replaced as determined by a restoration ecologist to meet the established restoration success criteria. If vegetation is removed or damaged by heavy flows within the unmaintained Riparian/Low-Flow Corridor during the initial 5 year restoration period, plants would be replaced one time and/or allow for natural recruitment, as determined by a restoration ecologist to meet the restoration success criteria. No regular annual mowing or sediment removal activities would occur within the unmaintained riparian/low flow zone. Flood control maintenance within the Riparian/Low-Flow Corridor would be limited to access as indicated above, and emergency or other erosion repairs described below. Maintenance of the landscaped areas on the top of the channel banks adjacent to the maintenance road and trails would be carried out by the City of Temecula.

Emergency repairs may be required in situations such as flood waters escaping the channel, or failure of channel lining, stabilizers, or structures. Emergency repair activities may result in a temporary disturbance of habitat within the unmaintained Riparian/Low Flow Corridor. Permittee shall obtain all applicable permits, approvals, and authorizations to conduct any emergency repairs.

PROJECT IMPACTS

Existing native fish and wildlife resources the project could potentially substantially adversely affect include: AMPHIBIANS- western spadefoot (*Spea hammondi*); BIRDS- American Crow (*Corvus brachyrhynchus*), American Kestrel (*Falco sparverius*), Bell's Sage Sparrow (*Amphispiza belli belli*), Burrowing Owl (*Athene cunicularia*), Bushtit (*Psaltriparus minimus*), California Horned Lark (*Eremophila alpestris actia*), Coastal California Gnatcatcher (*Polioptila californica californica*), Common Raven (*Corvus corax*), Cooper's Hawk (*Accipiter cooperii*), Ferruginous Hawk (*Buteo regalis*), Greater Roadrunner (*Geococcyx californianus*), Great Blue Heron (*Ardea herodias*), Great Egret (*Ardea alba*), Golden Eagle (*Aquila chrysaetos*), Least Bell's Vireo (*Vireo belli pusillus*),

Mallard (*Anas platyrhynchos*), Marsh Wren (*Cistothorus palustris*), Northern Harrier (*Circus cyaneus*), Red-tailed Hawk (*Buteo jamaicensis*), Red-shouldered Hawk (*Buteo lineatus*), Red-winged Blackbird (*Agelaius phoeniceus*), Southern California Rufous-crowned Sparrow (*Aimophila ruficeps canescens*), Swainson's Hawk (*Buteo swainsoni*), Tree Swallow (*Tachycineta bicolor*), Tri-colored Blackbird (*Agelaius tricolor*), White-tailed Kite (*Elanus leucurus*), Yellow Warbler (*Setophaga petechia*), Yellow-breasted Chat (*Icteria virens*), Yellow-headed blackbird (*Xanthocephalus xanthocephalus*); FISH- Arroyo chub (*Gila orcutti*); MAMMALS- bobcat (*Felis rufus*), California ground squirrel (*Spermophilus beecheyi*), coyote (*Canis latrans*), desert cottontail (*Sylvilagus audubonii*); PLANTS- Chaparral sand-verbena (*Abronia villosa var. aurita*), smooth tarplant (*Centromadia pungens ssp. laevis*); REPTILES- Coast (San Diego) horned lizard (*Phrynosoma coronatum blainvillii*), coastal western whiptail (*Aspidoscelis tigris steinegeri*), orange-throated whiptail (*Aspidoscelis hyperthya*), red-diamond rattlesnake (*Crotalus ruber ruber*), silvery legless lizard (*Anniella pulchra pulchra*), Southwestern pond turtle (*Actinemys marmorata pallid*), two-striped garter snake (*Thamnophis hammondi*), and western fence lizard (*Sceloporus occidentalis*).

The adverse effects the project could have on the fish and wildlife resources identified above include the disturbance to, alteration of, and/or loss of nesting and foraging habitat and wildlife corridors. Implementation of the proposed project would impact a total of 122.42 acres, of which approximately 106.52 acres is considered state streambed/banks. Of the total 106.52 acres of jurisdictional impacts, approximately 9.58 acres will be permanently impacted, 55.27 acres will be temporarily impacted, and 41.67 will be subject to ongoing, annual maintenance. Habitat types to be impacted by the project include cottonwood-willow riparian (1.01 acre), riparian scrub (14.15 acre), mulefat scrub (5.59 acres), freshwater marsh (36.35 acres), coastal sage scrub (2.16 acres), open water and channel (12.81 acres), and disturbed/non-native/and/or unvegetated (50.35 acres). The Project will result in a 23.67-acre unmaintained riparian/low flow corridor, 20.46 acres of coastal sage scrub atop rip rap slope protection, 41.67 acres of maintained channel, 1.7 acres of soil cement slopes, 10.23 acres of maintenance/access roads, 0.52 acres of grade control structures, and 24.17 acres of temporary disturbance from construction activities within the right-of-way to be replanted with native species.

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures

Permittee shall meet each administrative requirement described below.

- 1.1 Documentation at Project Site. Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the project site at all times and shall be presented to CDFW personnel, or personnel from another state, federal, or local agency upon request.

- 1.2 **Providing Agreement to Persons at Project Site.** Permittee shall provide copies of the Agreement and any extensions and amendments to the Agreement to all persons who will be working on the project at the project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.
- 1.3 **Notification of Conflicting Provisions.** Permittee shall notify CDFW if Permittee determines or learns that a provision in the Agreement might conflict with a provision imposed on the project by another local, state, or federal agency. In that event, CDFW shall contact Permittee to resolve any conflict.
- 1.4 **Project Site Entry.** Permittee agrees that CDFW personnel may enter the project site at any time to verify compliance with the Agreement.
- 1.5 **Take of Nesting Birds.** Sections 3503, 3503.5, and 3513 of the FGC prohibit take of all birds and their active nests, including raptors and other migratory non-game birds (as listed under the Migratory Bird Treaty Act).

2. Avoidance and Minimization Measures

To avoid or minimize adverse impacts to fish and wildlife resources identified above, Permittee shall implement each measure listed below.

- 2.1 **Biological Monitor.** Permittee shall submit to CDFW in writing the name, qualifications, business address, and contact information of biological monitor(s) (Designated Biologist(s)) responsible for monitoring of Project activities. Permittee shall ensure that the Designated Biologist(s) is knowledgeable and experienced in the identification, biology, natural history, collecting, and handling of appropriate species. The Designated Biologist(s) shall be responsible for monitoring activities addressed by this Agreement, including, but not limited to 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. If these activities are completed during breeding/nesting periods, as determined by the Designated Biologist(s) (see Measure 2.4), Designated Biologist(s) shall be onsite throughout those activities to ensure that impacts to nesting/breeding birds are avoided. If construction activities are completed outside of the breeding/nesting season, as determined by the Designated Biologist(s) (see Measure 2.4), Permittee may limit the Designated Biologist(s) presence to weekly visits. The Designated Biologist(s) shall flag the limits of access roads and maintenance areas, perform necessary surveys, and take photographs during the construction process, as required by this Agreement. To ensure compliance with the measures of this Agreement, the Designated Biologist(s) shall immediately halt any activity that does not comply with this Agreement. The Designated Biologist(s) shall halt construction activities if

threatened or endangered species are identified and notify the appropriate agencies immediately.

- 2.2 **Lighting Impacts.** No lighting shall be allowed to impact jurisdictional areas, and the lighting and fencing for infrastructure adjacent to jurisdictional areas shall be designed or reviewed by a qualified biologist to allow wildlife to move within the open space and conserved areas without hindrance.
- 2.3 **Nesting Bird Plan.** Prior to initiating project activities, Permittee shall submit to CDFW for review a Nesting Bird Plan (NBP) that includes project specific avoidance and minimization measures to ensure that impacts to nesting birds do not occur and that the project complies with all applicable laws related to nesting birds and birds of prey. The NBP shall include, at a minimum: monitoring protocols; survey timing and duration; and project-specific avoidance and minimization measures including, but not limited to: project phasing and timing, monitoring of project-related noise, sound walls, and buffers.
- 2.4 **Work Period and Time Limits - Bird Nesting Surveys.** Migratory non-game native bird species are protected by international treaty under the federal Migratory Bird Treaty Act (MBTA) of 1918, as amended (16 U.S.C. 703 *et seq.*). In addition, Sections 3503, 3503.5, and 3513 of the FGC prohibit the take of all birds and their nests. Nesting season for raptors typically occurs between December 15 and June 15. Passerines typically nest between March 15 and September 15. Although these time periods represent the typical nesting seasons, they should not be used as the sole determining factor of occupancy. It is the Permittee's responsibility to insure take is avoided. CDFW recommends the Designated Biologist(s) survey the project site, and within a recommended 500 buffer surrounding the project site, for both diurnal and nocturnal nesting birds, prior to commencing project activities (including construction and/or site preparation). CDFW recommends surveys be conducted by the Designated Biologist(s) at the appropriate time(s) of day, no more than three days prior to commencement of project activities. **Documentation of surveys and findings shall be submitted to CDFW prior to conducting project activities.** If an active bird nest is located, the Designated Biologist(s) shall implement and monitor specific avoidance and minimization measures as specified in the NBP (refer to Measure 2.3).
- 2.5 **Nonnative plant species.** CDFW recommends the use of native plants to the greatest extent feasible in the landscaped areas adjacent to and/or near mitigation/open space areas and within or adjacent to stream channels. Permittee shall not plant, seed, or otherwise introduce invasive nonnative plant species to the landscaped areas adjacent to and/or near 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 wetland/riparian mitigation sites). Invasive nonnative plant species not to be used include those species listed on the "California Invasive Plant Inventory, February 2006" and the "February 2007

Inventory Update”, (which are updates to 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: 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, Spanish broom, and pepperweed. A copy of the complete list can be obtained by contacting the California Invasive Plant Council by phone at (510) 843-3902, at their website at www.cal-ipc.org, or by email at info@cal-ipc.org.

- 2.6 **Best Management Practices.** Permittee shall actively implement Best Management Practices (BMPs) to prevent erosion and the discharge of sediment and pollutants into streams during project activities. BMPs shall be monitored and repaired if necessary to ensure maximum erosion, sediment, and pollution control. Permittee shall prohibit the use of erosion control materials potentially harmful to fish and wildlife species, such as mono-filament netting (erosion control matting) or similar material, within and adjacent to CDFW jurisdictional areas. All fiber rolls, straw waddles, and/or hay bales utilized within and adjacent to the project site shall be free of nonnative plant materials. Fiber rolls or erosion control mesh shall be made of loose-weave mesh that is not fused at the intersections of the weave, such as jute, or coconut (coir) fiber, or other products without welded weaves. Non-welded weaves reduce entanglement risks to wildlife by allowing animals to push through the weave, which expands when spread.
- 2.7 **Pollution and Litter.** Permittee 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 Permittee to ensure compliance.
- 2.7.1 Permittee shall not allow water containing mud, silt, or other pollutants from grading, aggregate washing, or other activities to enter a lake, streambed, or flowing stream or be placed in locations that may be subjected to high storm flows.
- 2.7.2 Spoil sites shall not be located within a lake, streambed, or flowing stream or locations that may be subjected to high storm flows, where spoil shall be washed back into a lake, streambed, or flowing stream where it will impact streambed habitat and aquatic or riparian vegetation.

- 2.7.3 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 fish and wildlife resources 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 lake, streambed, or flowing stream by Permittee or any party working under contract or with the permission of Permittee, shall be removed immediately.
- 2.7.4 No broken concrete, cement, debris, soil, silt, sand, bark, slash, sawdust, rubbish, 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 be 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 lake, streambed, or flowing stream.
- 2.7.5 No equipment maintenance shall be done within or near any lake, streambed, or flowing stream where petroleum products or other pollutants from the equipment may enter these areas under any flow.

3. Compensatory Measures

To fully compensate for Phase II construction and maintenance including the adverse impacts to fish and wildlife resources identified above that cannot be avoided or minimized, Permittee shall implement each measure listed below.

- 3.1 Habitat Establishment, Conservation, and Long-term Management – Onsite. Permittee shall establish a riparian/low flow corridor containing no less than 23.67 acres of native riparian habitat along the east bank of Murrieta Creek within the Phase II project area (refer to Figures 3-1a through 3-1e, attached). Specifics of the establishment shall be described in a revegetation plan submitted by the Corps, as described in Measure 4.1 below. The riparian/low flow corridor will be contiguous along the east bank within Phase II and will not be subject to mowing or sediment removal with the exception of bridge crossings, drop inlets, access ramps, grade control structures, and tributary inlets, which will be maintained as described within the project description. Any impacts, including temporary impacts, to the riparian/low-flow corridor, beyond those identified within the project description, and excluding impacts related to emergency activities, shall be authorized through separate notification to CDFW. Once established, the 23.67-acre riparian/low flow corridor shall be maintained and monitored throughout an initial 5-year interim phase. Maintenance and monitoring activities shall include non-native and invasive vegetation removal, trash removal, and supplemental plantings, as necessary. The 23.67-acre riparian/low flow corridor shall be

conserved and managed, in perpetuity, through the Phase II Operation, Maintenance, Repair, Rehabilitation, and Replacement (OMRRR) Manual. Permittee shall execute a cooperative agreement with a local conservation entity such as the Western Riverside County Regional Conservation Authority (RCA) for provision of long-term habitat management activities within the 23.67-acre riparian/low-flow corridor, including trash, and non-native and invasive vegetation removal, in accordance with the OMRRR Manual. An executed copy of the cooperative agreement and proof of payment to the habitat management fund, if applicable, shall be provided to CDFW within twelve (12) months following the Corp's provision of the final Phase II OMRRR Manual to the Permittee or as extended by CDFW.

All onsite revegetation activities described above shall be completed no later than 12 months following the completion of Project activities, or the constructed portion thereof.

- 3.2 Habitat Conservation – Offsite. Permittee shall mitigate direct and indirect impacts to Murrieta Creek and the associated habitats and species through the conservation of 15.0 acres of streambed and associated riparian habitat within Temecula Creek within Assessor Parcel Number 922-220-030. Conservation may be carried out through fee title transfer to a local conservation entity such as the Western Riverside County Regional Conservation Authority or through recordation of a conservation easement. No endowment will be required for the offsite conservation properties.
- 3.3 Preservation of Offsite Mitigation Area. The 15-acre offsite mitigation area shall be preserved through recordation of a conservation easement or transfer of fee title to protect fish and wildlife resources in perpetuity. The conservation easements or fee title transfer shall be in favor of the RCA, or other CDFW-approved entity, and shall be completed within twelve (12) months following signature to this Agreement, or as extended by CDFW. Permittee shall be responsible for all costs in recording and funding the conservation easement/fee title transfer. An executed copy of the conservation easement/fee title transfer shall be provided to CDFW within twelve (12) months following signature to this Agreement, or as extended by CDFW.

4. Reporting Measures

Permittee shall meet each reporting requirement described below.

- 4.1 Revegetation Plan. No later than 60 days prior to the installation of plants within the riparian/low flow corridor, Permittee shall submit to CDFW for review and approval a revegetation plan designed to meet the onsite habitat establishment and management goals identified in Conditions 3.1 through 3.3 of this Agreement.

At a minimum, the revegetation plan shall include the following information: 1) acreage of habitats to be established, including habitat types; 2) a planting plan, including a local California native plant palette and list of appropriate seed mixes to be utilized; 3) success standards and contingency measures; and 4) a monitoring and maintenance program outlining: (a) procedures that will ensure that nonnative plants are not introduced or allowed to sustain within the mitigation site, (b) a nonnative plant removal plan, (c) measures to ensure the native plant cover is achieved, and (d) restoration of ecological function within the creek is successful. Monitoring and maintenance of the mitigation site shall be conducted for a minimum of five years, or until CDFW determines the mitigation site to be successful.

- 4.2 **Annual Reporting.** An annual report shall be submitted to CDFW each year for a minimum of five years following onsite plant installation. At a minimum, this report shall include the following information: (1) a description of the enhancement, establishment, and/or restoration activities conducted during the previous year, including: (a) site preparation, (b) plant installation and an overview of the planting effort, (c) the number by species of plants replaced, and a description of plants naturally recruited, and (d) when the activities were conducted; (2) current site conditions, including: (a) the percent survival, percent cover, and height of both tree and shrub species planted, and (b) the methods used to assess these parameters; and (3) information regarding nonnative plant removal, including: (a) the methods used for removal, (b) the amount removed and/or treated, (c) the frequency and timing of removal and treatment, (d) disposal specifics, and (e) a summary of the general successes and failures or failure of the nonnative removal plan. The report shall also include wildlife species observed at the mitigation sites during monitoring surveys including sensitive species and/or listed species. Photos from designated photo stations shall be included. **The first annual report is due to CDFW no later than 13 months following plant installation.**
- 4.3 **Notification to CNDDDB.** If any sensitive species are observed on or in proximity to the project site, or during project surveys, Permittee shall submit California Natural Diversity Data Base (CNDDDB) forms and maps to the CNDDDB within five working days of the sightings, and provide the regional CDFW office with copies of the CNDDDB forms and survey maps. The CNDDDB form is available online at: www.dfg.ca.gov/whdab/pdfs/natspec.pdf. **This information shall be mailed within five days to: California Natural Diversity Data Base, 1807 13th Street, Suite 202, Sacramento, CA 95814, Phone (916) 324-3812. A copy of this information shall also be mailed within five days to CDFW Inland Deserts Region, 3602 Inland Empire Blvd., Suite C-220, Ontario, CA, 91764, Attn: Kimberly Freeburn-Marquez. Please reference SAA # 1600-2012-0200-R6.**
- 4.4 **Notification of Start and End of Construction.** The Permittee shall notify CDFW, in writing, at least five (5) days prior to the initiation of and five (5) days prior to the completion of project activities in jurisdictional areas. Notification shall be mailed

to CDFW Inland Deserts Region, 3602 Inland Empire Blvd., Suite C-220, Ontario, CA, 91764, Attn: Kimberly Freeburn-Marquez. Please reference SAA # 1600-2012-0200-R6.

CONTACT INFORMATION

Any communication that Permittee or CDFW submits to the other shall be in writing and any communication or documentation shall be delivered to the address below by U.S. mail, fax, or email, or to such other address as Permittee or CDFW specifies by written notice to the other.

To Permittee:

Warren Williams
Riverside County Flood Control and Water Conservation District
1995 Market Street
Riverside, CA 92501
fcexcsec@rcflood.org

To CDFW:

Kimberly Freeburn-Marquez
California Department of Fish and Game
Inland Deserts Region
3602 Inland Empire Blvd., Suite C-220
Ontario, CA 9764
Notification #1600-2012-0200-R6
(909) 481-2945 (fax)
kim.freeburn@wildlife.ca.gov

LIABILITY

Permittee shall be solely liable for any violations of the Agreement, whether committed by Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents or contractors and subcontractors, to complete the project or any activity related to it that the Agreement authorizes.

This Agreement does not constitute CDFW's endorsement of, or require Permittee to proceed with the project. The decision to proceed with the project is Permittee's alone.

SUSPENSION AND REVOCATION

CDFW may suspend or revoke in its entirety the Agreement if it determines that Permittee or any person acting on behalf of Permittee, including its officers, employees,

representatives, agents, or contractors and subcontractors, is not in compliance with the Agreement.

Before CDFW suspends or revokes the Agreement, it shall provide Permittee written notice by certified or registered mail that it intends to suspend or revoke. The notice shall state the reason(s) for the proposed suspension or revocation, provide Permittee an opportunity to correct any deficiency before CDFW suspends or revokes the Agreement, and include instructions to Permittee, if necessary, including but not limited to a directive to immediately cease the specific activity or activities that caused CDFW to issue the notice.

ENFORCEMENT

Nothing in the Agreement precludes CDFW from pursuing an enforcement action against Permittee instead of, or in addition to, suspending or revoking the Agreement.

Nothing in the Agreement limits or otherwise affects CDFW's enforcement authority or that of its enforcement personnel.

OTHER LEGAL OBLIGATIONS

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from obtaining any other permits or authorizations that might be required under other federal, state, or local laws or regulations before beginning the project or an activity related to it.

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with other applicable statutes in the FGC including, but not limited to, FGC sections 2050 *et seq.* (threatened and endangered species), 3503 (bird nests and eggs), 3503.5 (birds of prey), 5650 (water pollution), 5652 (refuse disposal into water), 5901 (fish passage), 5937 (sufficient water for fish), and 5948 (obstruction of stream).

Nothing in the Agreement authorizes Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, to trespass.

AMENDMENT

CDFW may amend the Agreement at any time during its term if CDFW determines the amendment is necessary to protect an existing fish or wildlife resource.

Permittee may amend the Agreement at any time during its term, provided the amendment is mutually agreed to in writing by CDFW and Permittee. To request an amendment, Permittee shall submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the corresponding amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

TRANSFER AND ASSIGNMENT

This Agreement may not be transferred or assigned to another entity, and any purported transfer or assignment of the Agreement to another entity shall not be valid or effective, unless the transfer or assignment is requested by Permittee in writing, as specified below, and thereafter CDFW approves the transfer or assignment in writing.

The transfer or assignment of the Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, Permittee shall submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the minor amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

EXTENSIONS

In accordance with FGC section 1605(b), Permittee may request one extension of the Agreement, provided the request is made prior to the expiration of the Agreement's term. To request an extension, Permittee shall submit to CDFW a completed CDFW "Request to Extend Lake or Streambed Alteration" form and include with the completed form payment of the extension fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). CDFW shall process the extension request in accordance with FGC 1605(b) through (e).

If Permittee fails to submit a request to extend the Agreement prior to its expiration, Permittee must submit a new notification and notification fee before beginning or continuing the project the Agreement covers (FGC section 1605(f)).

EFFECTIVE DATE

The Agreement becomes effective on the date of CDFW's signature, which shall be: 1) after Permittee's signature; 2) after CDFW complies with all applicable requirements under the California Environmental Quality Act (CEQA); and 3) after payment of the applicable FGC section 711.4 filing fee listed at http://www.wildlife.ca.gov/habcon/ceqa/ceqa_changes.html.

TERM

This Agreement shall expire on **January 12, 2020**, unless it is terminated or extended before then. All provisions in the Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after the Agreement expires or is terminated, as FGC section 1605(a)(2) requires.

AUTHORITY

If the person signing the Agreement (signatory) is doing so as a representative of Permittee, the signatory hereby acknowledges that he or she is doing so on Permittee's behalf and represents and warrants that he or she has the authority to legally bind Permittee to the provisions herein.

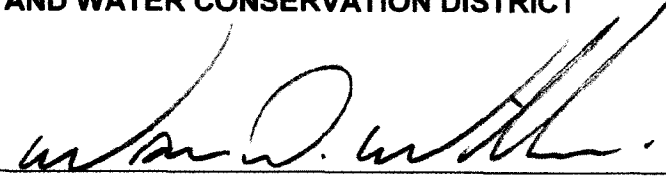
AUTHORIZATION

This Agreement authorizes only the project described herein. If Permittee begins or completes a project different from the project the Agreement authorizes, Permittee may be subject to civil or criminal prosecution for failing to notify CDFW in accordance with FGC section 1602.

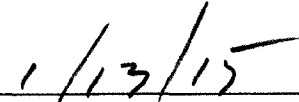
CONCURRENCE

The undersigned accepts and agrees to comply with all provisions contained herein.

**FOR RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**



Warren Williams

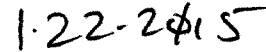


Date

FOR DEPARTMENT OF FISH AND WILDLIFE


(True)

Heidi Calvert
Acting Environmental Program Manager



Date

Prepared by: Kimberly Freeburn-Marquez
Environmental Scientist

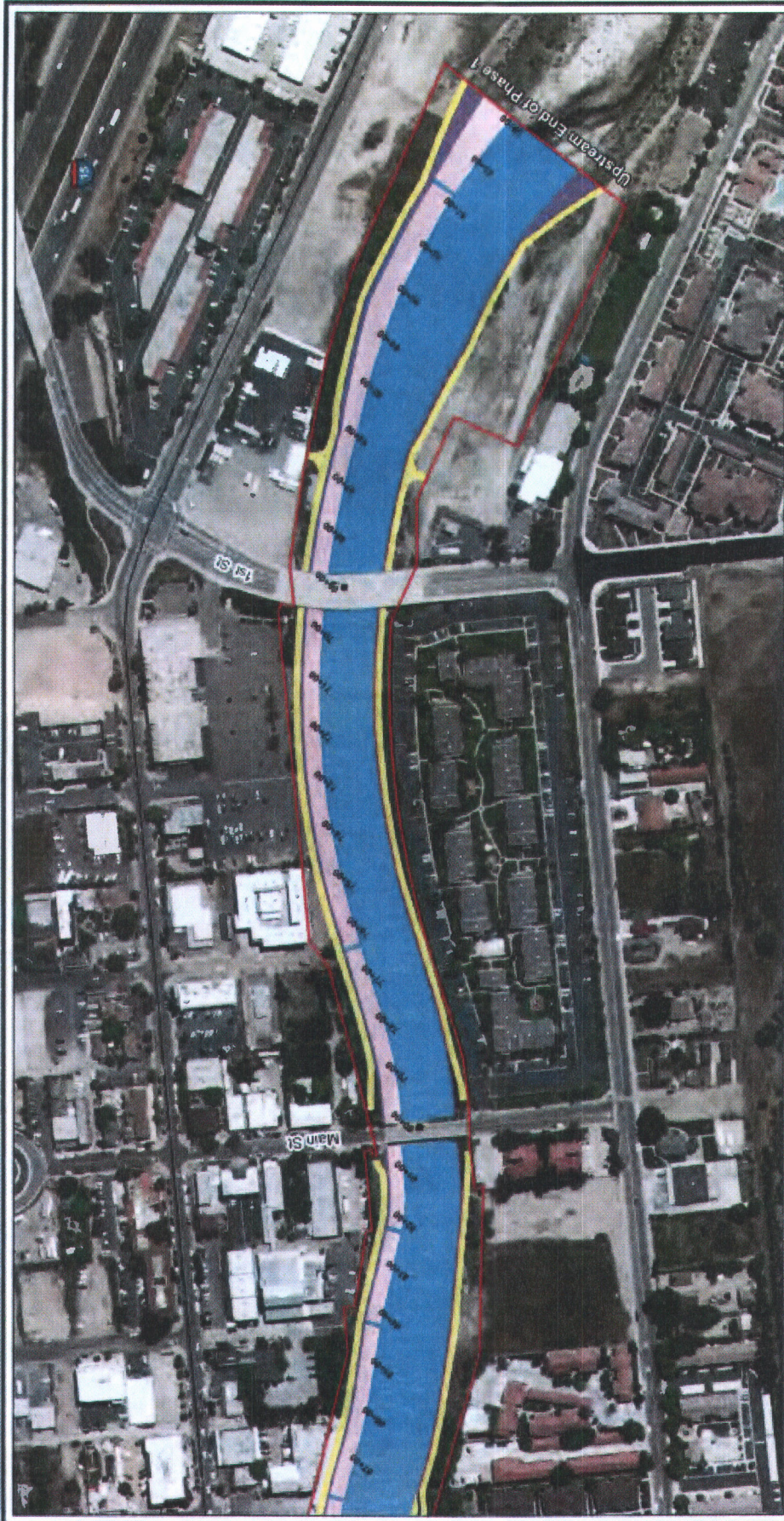


Figure 3-1a Project Features

MURRIETA CREEK FLOOD CONTROL/ ENVIRONMENTAL RESTORATION AND RECREATION PROJECT
 Supplemental Environmental Assessment and Environmental Impact Report for Phase II Modifications

U.S. ARMY CORPS OF ENGINEERS
 LOS ANGELES DISTRICT

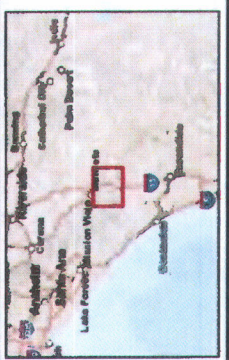
Sources:
 Imagery: Bing/Courtesy of Microsoft
 ESRI, Inc. © 2013
 Copyright © 2013 Esri, Delorme, NAVTEQ, TomTom

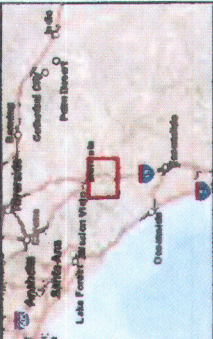
Coordinate System:
 State Plane California VI (FIPS 406, Feet)
 Datum: NAD 1983

Map Created: January 2014



- Legend**
- Right of Way
 - Riparian/Low Flow Corridor
 - Grade Control Structures
 - Soil Cement Slope
 - Regulatory Maintained Area
 - Vegetated Slope
 - Maintenance Roads
 - Side Drain Access





- Legend**
- Right of Way
 - Grade Control Structures
 - Riparian/Low Flow Corridor
 - Maintenance Roads
 - Regularly Maintained Area
 - Soil Cement Slope
 - Vegetated Slope
 - Side Drain Access

- North
- 0 100 200 400 Feet

Source:
 Imagery Background:
 ESRI ArcGIS Online Imagery Source
 Copyright © 2012 Esri, DeLorme, NAVTEQ, TomTom
 Coordinate System:
 State Plane California VI (FIPS 406, Feet)
 Datum: NAD 1983
 Map Created: January 2014

Figure 3-1b Project Features
**MURRIETA CREEK FLOOD CONTROL
 ENVIRONMENTAL RESTORATION
 AND RECREATIONAL PROJECT**
 Supplemental Environmental
 Assessment and Environmental Impact
 Report for Phase II Modifications

**U.S. ARMY CORPS OF ENGINEERS
 LOS ANGELES DISTRICT**



Figure 3-1c Project Features

MURRIETA CREEK FLOOD CONTROL ENVIRONMENTAL RESTORATION AND RECREATION PROJECT
 Supplemental Environmental Assessment and Environmental Impact Report for Phase II Modifications

U.S. ARMY CORPS OF ENGINEERS
 LOS ANGELES DISTRICT

Source:
 Imagery Background:
 ESRI, GIS Data, Basemap Source
 Copyright © 2012 Esri, DeLorme, NAVTEQ, TomTom

Coordinate System:
 State Plane California VI (FPS 405, Feet)
 Datum: NAD 1983

Map Created: January 2014



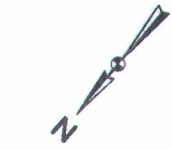
- Legend**
- Right of Way
 - Grade Control Structures
 - Regularly Maintained Area
 - Maintenance Roads
 - Side Drain Access
 - Riparian/Low Flow Corridor
 - Soil Cement Slope
 - Vegetated Slope
 - Side Drains





Legend

- Right of Way
- Riparian/Low Flow Corridor
- Grade Control Structures
- Regulatory Maintained Area
- Maintenance Roads
- Side Drain Access
- Soil Cement Slope
- Vegetated Slope
- Side Drains

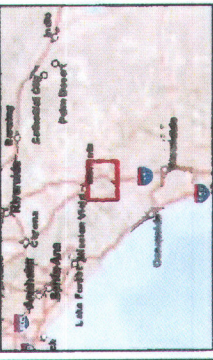


Sources:
 Imagery Background:
 ESRI/ArcGIS Online Basemap Sources
 Copyright © 2012 Esri, DeLorme, InterMap, Inc., Swis
 Coordinate System:
 State Plane California VI (FIPS 406, F=40)
 Datum: NAD 1983
 Map Created: January 2014



Figure 3-1d Project Features
MURRIETA CREEK FLOOD CONTROL
ENVIRONMENTAL RESTORATION
AND RECREATIONAL PROJECT
 Supplemental Environmental
 Assessment and Environmental Impact
 Report for Phase II Modifications
U.S. ARMY CORPS OF ENGINEERS
LOS ANGELES DISTRICT





- Legend**
- Right of Way
 - Buffered Riparian/Low Flow Corridor
 - Grade Control Structures
 - Regularly Maintained Area
 - Side Drain Access
 - Maintenance Roads
 - Riparian/Low Flow Corridor
 - Soil Cement Slope
 - Vegetated Slope

Source:
 Imagery Background:
 ESRI ArcGIS Online Basemap Sources
 Copyright © 2012 Esri, DeLorme, NAVTEC, TomTom
 Coordinate System:
 State Plane California VI (FPS 406, Feet)
 Date: MAD 1983
 Map Created: January 2014

Figure 3-1e Project Features
MURRIETA CREEK FLOOD CONTROL
ENVIRONMENTAL RESTORATION
AND RECREATION PROJECT
 Supplemental Environmental
 Assessment and Environmental Impact
 Report for Phase II Modifications
U.S. ARMY CORPS OF ENGINEERS
LOS ANGELES DISTRICT



Lawyers Title Company
3480 Vine Street Suite 300
Riverside, CA 92507
Phone: (951) 774-0825
Fax: ()

Riverside County Flood Control and Water
Conservation District
1995 Market Street
Riverside, CA 92501

Title Officer: Peggy Jones--So

email: tu67@ltic.com
Phone No.: (951) 774-0825 x 617
Fax No.: (951) 781-1169
File No.: 615675443

Attn: Mireya C. Reutter

Your Reference No: 922-220-030

Property Address: Riverside, California

PRELIMINARY REPORT

Dated as of December 14, 2015 at 7:30 a.m.

In response to the application for a policy of title insurance referenced herein, Lawyers Title Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitation on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

The policy(s) of title insurance to be issued hereunder will be policy(s) of **Commonwealth Land Title Insurance Company**.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered. It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

SCHEDULE A

The form of policy of title insurance contemplated by this report is:

A Preliminary Report Only

The estate or interest in the land hereinafter described or referred to covered by this report is:

A FEE

Title to said estate or interest at the date hereof is vested in:

Riverside County Flood Control and Water Conservation District

The land referred to herein is situated in the County of Riverside, State of California, and is described as follows:

SEE 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:

Lot 159 of Tract No. 20319, in the City of Temecula, County of Riverside, State of California, as per Map recorded in Book 181, Pages 54 to 58, inclusive, of Maps, in the Office of the County Recorder for Riverside County, California.

Assessor's Parcel No: 922-220-030

SCHEDULE B – Section A

The following exceptions will appear in policies when providing standard coverage as outlined below:

1. (a) Taxes or assessments that 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; (b) proceedings by a public agency that 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, interests or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and 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.

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. There were no taxes levied for the fiscal year 2015-2016 as the property was vested in a public entity.

Assessor's Parcel No: 922-220-030-6

- B. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, 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.

- C. Any liens or other assessments, bonds, or special district liens including without limitation, Community Facility Districts, that arise by reason of any local, City, Municipal or County Project or Special District.

1. Water rights, claims or title to water, whether or not disclosed by the public records.
2. The ownership of said Land does not include rights of access to or from the street, highway, or freeway abutting said Land, such rights having been relinquished by the document,

Recording Date: December 4, 1967
Recording No: as Instrument No. 105961 of Official Records
Affects: as shown on said map

3. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Eastern Municipal Water District
Purpose: sewer lift station and sewer line
Recording Date: February 8, 1974
Recording No: as Instrument No. 15944 of Official Records
Affects: said land more particularly described therein

4. An easement in favor of the public of Official Records drainage and incidental purposes as set forth in a Declaration, recorded January 14, 1980, as Instrument No. 8786, of Official Records, Riverside County, California along said land.

5. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: June 26, 1987
Recording No: as Instrument No. 183033 of Official Records

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

Granted to: Eastern Municipal Water District
Purpose: sewer lines
Recording Date: March 9, 1988
Recording No: as Instrument No. 56402 of Official Records
Affects: said land more particularly described therein

7. Matters contained in the dedication statement or elsewhere on the tract or parcel map shown below, which among the things provide:

Tract/Parcel Map: Tract No. 20319
Provisions: as follows:

We hereby dedicate abutters rights of access along State Highway 79 and Pala Road in the public. The owners of Lots 28 through 35 inclusive, Lots 91 through 116 inclusive and Lot 159 Common area, abutting these highways and during such time will have to rights of access except the general easement of travel.

We also hereby dedicate to public use for the construction and maintenance of drainage, facilities, the easements designated as "drainage easement." We also hereby dedicate to public use for access and maintenance of drainage facilities, the easement designated as "16" drainage access and maintenance easement". We also hereby dedicate for the construction and maintenance for public use of an equestrian trail, the easement designated as "equestrian easement."

Above common area designation environmental constraint note.

Reference is made to said map for full particulars.

8. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract/plat;

Purpose: equestrian
Affects: as shown on said map

9. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract/plat;

Purpose: drainage
Affects: as shown on said map

10. The effect of a recital on said Tract/Parcel Map which provides among other things, that all drainage easement shown on said map be kept free of buildings, obstructions or encroachments by land fills.

11. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Eastern Municipal Water District, a municipal corporation, its successors and assigns
Purpose: sewage transmission and collection facilities
Recording Date: March 18, 1988
Recording No: as Instrument No. 72045 of Official Records
Affects: said land more particularly described therein

12. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Southern California Edison Company, a Corporation
Purpose: underground electrical supply systems and communication systems
Recording Date: March 18, 1988
Recording No: as Instrument No. 72046 of Official Records
Affects: said land more particularly described therein

13. Declaration of covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the below document, which, among other things, may contain or provide for easements; assessments, liens and the subordination thereof; said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or deed of trust made in good faith and for value:

Recording Date: May 17, 1988
Recording No: as Instrument No. 132186 of Official Records

Said instrument also provides for the levy of assessments, the lien of which is stated to be subordinate to the lien of a first mortgage or first deed of trust made in good faith or for value.

Modification(s) of said covenants, conditions and restrictions

Recording Date: June 18, 2004
Recording No: as Instrument No. 2004-472058 of Official Records

Modification(s) of said covenants, conditions and restrictions

Recording Date: February 28, 2005
Recording No: as Instrument No. 2005-0159729 of Official Records

14. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Eastern Municipal Water District, a Municipal Water District, its successors and assigns
Purpose: sewage transmission and collection facilities
Recording Date: September 27, 1990
Recording No: as Instrument No. 357809 of Official Records
Affects: said land more particularly described therein

15. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;

Reserved by: Kaufman & Broad of Southern California, Inc.
Purpose: nonexclusive easements for ingress, egress, access, encroachments, maintenance, repair, drainage, support and for other purposes, as described in the Declaration
Recording Date: October 16, 1990
Recording No: as Instrument No. 380083 of Official Records
Affects: said land more particularly described therein

The exact location and extent of said easement is not disclosed of record.

16. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Eastern Municipal Water District, a Municipal Water District, its successors and assigns
Purpose: appurtenant equipment for the collection and transmission of sewage
Recording Date: October 25, 1991
Recording No: as Instrument No. 369884 of Official Records
Affects: said land more particularly described therein

and Re-Recording Date: December 2, 1991
and Re-Recording No: as Instrument No. 415681 of Official Records

17. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Eastern Municipal Water District, a Municipal Water District
Purpose: pipeline or pipelines
Recording Date: May 12, 1992
Recording No: as Instrument No. 169939 of Official Records
Affects: said land more particularly described therein

18. Matters contained in that certain document

Entitled: Agreement
Dated: Not Set Out
Executed by: Riverside County Flood Control and Water Conservation District
County of Riverside California Sunset Homeowners Association
Homes by the Green Homeowners Association

Recording Date: February 28, 2005
Recording No: as Instrument No. 2005-0159728 of Official Records

Reference is hereby made to said document for full particulars.

19. Any boundary discrepancies, rights or claims which may exist or arise as disclosed by a Record of Survey

Recorded in Book 124, Pages 2 through 8, of Record of Surveys

20. 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.

21. 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.

22. 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.

23. 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**

REQUIREMENTS SECTION:

NONE

INFORMATIONAL NOTES SECTION

- Note No. 1: The information on the attached plat is provided for your convenience as a guide to the general location of the subject property. The accuracy of this plat is not guaranteed, nor is it a part of any policy, report or guarantee to which it may be attached.
- Note No. 2: California insurance code section 12413.1 regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow account and available for withdrawal prior to disbursement. Funds deposited with the company by wire transfer may be disbursed upon receipt. Funds deposited with the company via cashier's check or teller's check drawn on a California based bank may be disbursed on the next business day after the day of deposit. If funds are deposited with the company by other methods, recording and/or disbursement may be delayed. All escrow and sub-escrow funds received by the company will be deposited with other escrow funds in one or more non-interest bearing escrow accounts of the company in a financial institution selected by the company. The company may receive certain direct or indirect benefits from the financial institution by reason of the deposit of such funds or the maintenance of such accounts with such financial institution, and the company shall have no obligation to account to the depositing party in any manner for the value of, or to pay to such party, any benefit received by the company. Those benefits may include, without limitation, credits allowed by such financial institution on loans to the company or its parent company and earnings on investments made with the proceeds of such loans, accounting, reporting and other services and products of such financial institution. Such benefits shall be deemed additional compensation of the company for its services in connection with the escrow or sub-escrow.

For wiring instructions please contact your Title Officer or Title Company Escrow officer.

- Note No. 3: Lawyers Title is a division of Commonwealth Land Title Insurance Company. The insurer in policies of title insurance, when issued in this transaction, will be Commonwealth Land Title Insurance Company.

Processor: cph

Date Typed: December 21, 2015

Attachment One (Revised 06-05-14)

**CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY – 1990**

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 regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (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 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 of 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.

EXCEPTIONS FROM COVERAGE—SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

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, interests, 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, 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.

Attachment One (6-5-14)

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**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE**

EXCLUSIONS

- In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:
1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
 2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
 3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
 4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
 5. Failure to pay value for Your Title.
 6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
 7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
 8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
 9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$5,000.00

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**2006 ALTA LOAN POLICY (06-17-06)
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 that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) 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 (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that 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, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

Except as provided in Schedule B - Part II, this policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

PART I

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that 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; (b) proceedings by a public agency that 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, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and 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.

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:

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2006 ALTA OWNER'S POLICY (06-17-06)

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 that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) 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 (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that 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; (b) proceedings by a public agency that 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, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that 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.
7. Variable exceptions such as taxes, easements, CC&R's, etc. shown here.

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ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (12-02-13)

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, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) 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 (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that 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. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

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Lawyers Title Company
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Riverside, CA 92507
Phone: (951) 774-0825
Fax: ()

Order No. 615675443

Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

FNF Underwritten Title Company

LTC – Lawyers Title Company

FNF Underwriter

CLTIC – Commonwealth Land Title Insurance Co.

Available Discounts

DISASTER LOANS (CLTIC)

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within 24 months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be 50% of the appropriate title insurance rate.

EMPLOYEE RATE (LTC and CLTIC)

No charge shall be made to employees (including employees on approved retirement) of the Company or its underwritten, subsidiary or affiliated title companies for policies or escrow services in connection with financing, refinancing, sale or purchase of the employees' bona fide home property. Waiver of such charges is authorized only in connection with those costs which the employee would be obligated to pay, by established custom, as a party to the transaction.

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. This Privacy Notice lets you know how and for what purposes your Personal Information (as defined herein) is being collected, processed and used by FNF. We pledge that we will take reasonable steps to ensure that your Personal Information will only be used in ways that are in compliance with this Privacy Notice. The provision of this Privacy Notice to you does not create any express or implied relationship, or create any express or implied duty or other obligation, between Fidelity National Financial, Inc. and you. See also **No Representations or Warranties** below.

This Privacy Notice is only in effect for any generic information and Personal Information collected and/or owned by FNF, including collection through any FNF website and any online features, services and/or programs offered by FNF (collectively, the "Website"). This Privacy Notice is not applicable to any other web pages, mobile applications, social media sites, email lists, generic information or Personal Information collected and/or owned by any entity other than FNF.

How Information is Collected

The types of personal information FNF collects may include, among other things (collectively, "Personal Information"): (1) contact information (e.g., name, address, phone number, email address); (2) demographic information (e.g., date of birth, gender marital status); (3) Internet protocol (or IP) address or device ID/UDID; (4) social security number (SSN), student ID (SIN), driver's license, passport, and other government ID numbers; (5) financial account information; and (6) information related to offenses or criminal convictions.

In the course of our business, we may collect Personal Information about you from the following sources:

- Applications or other forms we receive from you or your authorized representative;
- Information we receive from you through the Website;
- Information about your transactions with or services performed by us, our affiliates, or others; and
- From consumer or other reporting agencies and public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others.

Additional Ways Information is Collected Through the Website

Browser Log Files. Our servers automatically log each visitor to the Website and collect and record certain information about each visitor. This information may include IP address, browser language, browser type, operating system, domain names, browsing history (including time spent at a domain, time and date of your visit), referring/exit web pages and URLs, and number of clicks. The domain name and IP address reveal nothing personal about the user other than the IP address from which the user has accessed the Website.

Cookies. From time to time, FNF or other third parties may send a "cookie" to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive and that can be re-sent to the serving website on subsequent visits. A cookie, by itself, cannot read other data from your hard disk or read other cookie files already on your computer. A cookie, by itself, does not damage your system. We, our advertisers and other third parties may use cookies to identify and keep track of, among other things, those areas of the Website and third party websites that you have visited in the past in order to enhance your next visit to the Website. You can choose whether or not to accept cookies by changing the settings of your Internet browser, but some functionality of the Website may be

impaired or not function as intended. See the **Third Party Opt Out** section below.

Web Beacons. Some of our web pages and electronic communications may contain images, which may or may not be visible to you, known as Web Beacons (sometimes referred to as "clear gifs"). Web Beacons collect only limited information that includes a cookie number; time and date of a page view; and a description of the page on which the Web Beacon resides. We may also carry Web Beacons placed by third party advertisers. These Web Beacons do not carry any Personal Information and are only used to track usage of the Website and activities associated with the Website. See the **Third Party Opt Out** section below.

Unique Identifier. We may assign you a unique internal identifier to help keep track of your future visits. We may use this information to gather aggregate demographic information about our visitors, and we may use it to personalize the information you see on the Website and some of the electronic communications you receive from us. We keep this information for our internal use, and this information is not shared with others.

Third Party Opt Out. Although we do not presently, in the future we may allow third-party companies to serve advertisements and/or collect certain anonymous information when you visit the Website. These companies may use non-personally identifiable information (e.g., click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) during your visits to the Website in order to provide advertisements about products and services likely to be of greater interest to you. These companies typically use a cookie or third party Web Beacon to collect this information, as further described above. Through these technologies, the third party may have access to and use non-personalized information about your online usage activity.

You can opt-out of certain online behavioral services through any one of the ways described below. After you opt-out, you may continue to receive advertisements, but those advertisements will no longer be as relevant to you.

- You can opt-out via the Network Advertising Initiative industry opt-out at <http://www.networkadvertising.org/>.
- You can opt-out via the Consumer Choice Page at www.aboutads.info.
- For those in the U.K., you can opt-out via the IAB UK's industry opt-out at www.youronlinechoices.com.
- You can configure your web browser (Chrome, Firefox, Internet Explorer, Safari, etc.) to delete and/or control the use of cookies.

More information can be found in the Help system of your browser. Note: If you opt-out as described above, you should not delete your cookies. If you delete your cookies, you will need to opt-out again.

Use of Personal Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you or one or more third party service providers (collectively, "Third Parties") who are obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services that we perform for you or for Third Parties.
- To communicate with you and to inform you about FNF's, FNF's affiliates and third parties' products and services.

When Information Is Disclosed By FNF

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To agents, brokers, representatives, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers who provide services or perform marketing services or other functions on our behalf;
- To law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

In addition to the other times when we might disclose information about you, we might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to: (1) comply with a legal process or applicable laws; (2) enforce this Privacy Notice; (3) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third parties; or (4) protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep the Personal Information that is disclosed to us secure. We provide Personal Information and non-Personal Information to our subsidiaries, affiliated companies, and other businesses or persons for the purposes of processing such information on our behalf and promoting the services of our trusted business partners, some or all of which may store your information on servers outside of the United States. We require that these parties agree to process such information in compliance with our Privacy Notice or in a similar, industry-standard manner, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures. The use of your information by one of our trusted business partners may be subject to that party's own Privacy Notice. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We also reserve the right to disclose Personal Information and/or non-Personal Information to take precautions against liability, investigate and defend against any third-party claims or allegations, assist government enforcement agencies, protect the security or integrity of the Website, and protect the rights, property, or personal safety of FNF, our users or others.

We reserve the right to transfer your Personal Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets. We also cannot make any representations regarding the use or transfer of your Personal Information or other information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors, and you expressly agree and consent to the use and/or transfer of your Personal Information or other information in connection with a sale or transfer of some or all of our assets in any of the above described proceedings. Furthermore, we cannot and will not be responsible for any breach of security by any third parties or for any actions of any third parties that receive any of the information that is disclosed to us.

Information From Children

We do not collect Personal Information from any person that we know to be under the age of thirteen (13). Specifically, the Website is not intended or designed to attract children under the age of thirteen (13). You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Privacy Notice, and to abide by and comply with this Privacy Notice. In any case, you affirm that you are over the age of 13, as **THE WEBSITE IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIS OR HER PARENT OR LEGAL GUARDIAN.**

Parents should be aware that FNF's Privacy Notice will govern our use of Personal Information, but also that information that is voluntarily given by children – or others – in email exchanges, bulletin boards or the like may be used by other parties to generate unsolicited communications. FNF encourages all parents to instruct their children in the safe and responsible use of their Personal Information while using the Internet.

Privacy Outside the Website

The Website may contain various links to other websites, including links to various third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites. Other than under agreements with certain reputable organizations and companies, and except for third party service providers whose services either we use or you voluntarily elect to utilize, we do not share any of the Personal Information that you provide to us with any of the websites to which the Website links, although we may share aggregate, non-Personal Information with those other third parties. Please check with those websites in order to determine their privacy policies and your rights under them.

European Union Users

If you are a citizen of the European Union, please note that we may transfer your Personal Information outside the European Union for use for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information, you consent to both our collection and such transfer of your Personal Information in accordance with this Privacy Notice.

Choices With Your Personal Information

Whether you submit Personal Information to FNF is entirely up to you. You may decide not to submit Personal Information, in which case FNF may not be able to provide certain services or products to you.

You may choose to prevent FNF from disclosing or using your Personal Information under certain circumstances ("opt out"). You may opt out of any disclosure or use of your Personal Information for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization by notifying us by one of the methods at the end of this Privacy Notice. Furthermore, even where your Personal Information is to be disclosed and used in accordance with the stated purposes in this Privacy Notice, you may elect to opt out of such disclosure to and use by a third party that is not acting as an agent of FNF. As described above, there are some uses from which you cannot opt-out.

Please note that opting out of the disclosure and use of your Personal Information as a prospective employee may prevent you from being hired as an employee by FNF to the extent that provision of your Personal Information is required to apply for an open position.

If FNF collects Personal Information from you, such information will not be disclosed or used by FNF for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you

subsequently gave authorization unless you affirmatively consent to such disclosure and use.

You may opt out of online behavioral advertising by following the instructions set forth above under the above section "Additional Ways That Information Is Collected Through the Website," subsection "Third Party Opt Out."

Access and Correction

To access your Personal Information in the possession of FNF and correct inaccuracies of that information in our records, please contact us in the manner specified at the end of this Privacy Notice. We ask individuals to identify themselves and the information requested to be accessed and amended before processing such requests, and we may decline to process requests in limited circumstances as permitted by applicable privacy legislation.

Your California Privacy Rights

Under California's "Shine the Light" law, California residents who provide certain personally identifiable information in connection with obtaining products or services for personal, family or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (e.g., requests made in 2015 will receive information regarding 2014 sharing activities).

To obtain this information on behalf of FNF, please send an email message to privacy@fnf.com with "Request for California Privacy Information" in the subject line and in the body of your message. We will provide the requested information to you at your email address in response.

Please be aware that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response.

Additionally, because we may collect your Personal Information from time to time, California's Online Privacy Protection Act requires us to disclose how we respond to "do not track" requests and other similar mechanisms. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

FNF Compliance with California Online Privacy Protection Act

For some websites which FNF or one of its companies owns, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer for fulfilling a service to that mortgage loan servicer. For example, you may access CCN to complete a transaction with your mortgage loan servicer. During this transaction, the information which we may collect on behalf of the mortgage loan servicer is as follows:

- First and Last Name
- Property Address
- User Name
- Password
- Loan Number
- Social Security Number - masked upon entry
- Email Address
- Three Security Questions and Answers
- IP Address

The information you submit is then transferred to your mortgage loan servicer by way of CCN.

The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.

CCN does not share consumer information with third parties, other than those with which the mortgage loan servicer has contracted to interface with the CCN application.

All sections of the FNF Privacy Notice apply to your interaction with CCN, except for the sections titled Choices with Your Personal Information and Access and Correction. If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, you should contact your mortgage loan servicer.

No Representations or Warranties

By providing this Privacy Notice, Fidelity National Financial, Inc. does not make any representations or warranties whatsoever concerning any products or services provided to you by its majority-owned subsidiaries. In addition, you also expressly agree that your use of the Website is at your own risk. Any services provided to you by Fidelity National Financial, Inc. and/or the Website are provided "as is" and "as available" for your use, without representations or warranties of any kind, either express or implied, unless such warranties are legally incapable of exclusion. Fidelity National Financial, Inc. makes no representations or warranties that any services provided to you by it or the Website, or any services offered in connection with the Website are or will remain uninterrupted or error-free, that defects will be corrected, or that the web pages on or accessed through the Website, or the servers used in connection with the Website, are or will remain free from any viruses, worms, time bombs, drop dead devices, Trojan horses or other harmful components. Any liability of Fidelity National Financial, Inc. and your exclusive remedy with respect to the use of any product or service provided by Fidelity National Financial, Inc. including on or accessed through the Website, will be the re-performance of such service found to be inadequate.

Your Consent To This Privacy Notice

By submitting Personal Information to FNF, you consent to the collection and use of information by us as specified above or as we otherwise see fit, in compliance with this Privacy Notice, unless you inform us otherwise by means of the procedure identified below. If we decide to change this Privacy Notice, we will make an effort to post those changes on the Website. Each time we collect information from you following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you may submit in any manner that we may choose without notice or compensation to you.

If you have additional questions or comments, please let us know by sending your comments or requests to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
(888) 934-3354
privacy@fnf.com

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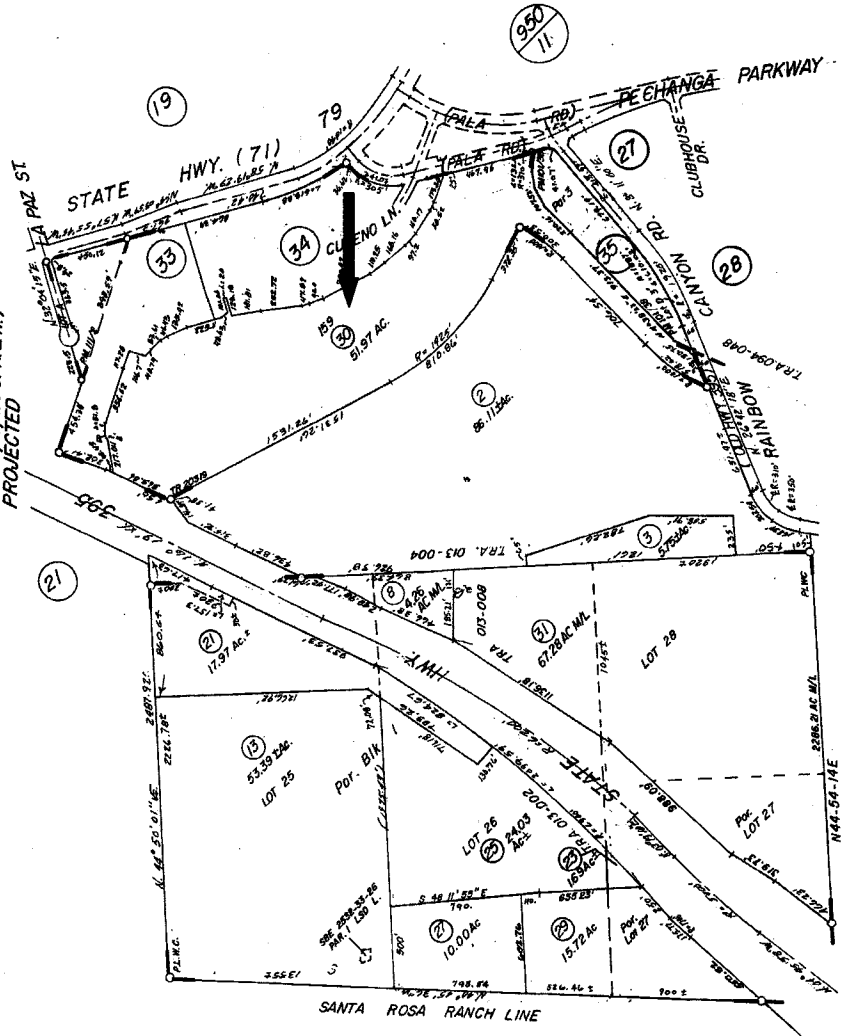
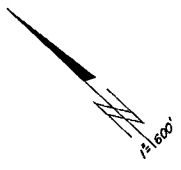
EFFECTIVE AS OF: MAY 1, 2015

20-50-1
20-17
922-22

T.R.A. 013-006
013-004
013-008

POR. TEMECULA RANCHO T.8S. R.2W.
(POR. RANCHO CALIFORNIA)
(POR. SECS. 18, 19, T.8S. R.2W.)
PROTECTED

THIS MAP IS FOR
ASSESSMENT PURPOSES ONLY



DATE	BY	NO.	NEW/REV.
12/28/88	AS	001	010
6/26/88	AS	001	011
1/16/88	AS	001	012
1/16/88	AS	001	013
1/16/88	AS	001	014
1/16/88	AS	001	015
1/16/88	AS	001	016
1/16/88	AS	001	017
1/16/88	AS	001	018
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1/16/88	AS	001	025
1/16/88	AS	001	026
1/16/88	AS	001	027
1/16/88	AS	001	028
1/16/88	AS	001	029
1/16/88	AS	001	030
1/16/88	AS	001	031

M.B. 181/54-58 Tract No. 20319
M.B. 13/601 SD Temecula Rancho
M.B. 11/507 SD Pabra Land & Water Co.

P.M. 101/38-41 Parcel Map No. 16598
P.M. 132/53-55 " " 20375

DATA: 88-2
AS 84/89
618-N
628-50/80
S1455 7/73, S1456 7/73
SITE HPY. MAP 395
LLA 2412

ASSESSOR'S MAP BK. 922 PG. 22
RIVERSIDE COUNTY, CALIF.

MAR. 1975

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

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

 COPY

Project Title: Temecula/Pechanga Creek Slope Protection: Conveyance of Easement Interest in Real Property over a 15.0-acre Portion of APN 922-220-030 to Western Riverside County Regional Conservation Authority by Conservation Easement Deed

Project Location – Specific:

Lot 159 of Tract No. 20319, located in Temecula Creek generally bounded by Interstate 15 on the west and Pechanga Parkway on the east

Project location – City: Temecula

Project Location – County: Riverside

Project Description:

The present action includes the conveyance of an easement interest in District's real property over a 15.0-acre portion of APN 922-220-030 to the Western Riverside County Regional Conservation Authority (WRCRCA) by Conservation Easement Deed as well as the execution of said Conservation Easement. The Conservation Easement is to preserve the natural conditions, including the plant and animal habitats to protect fish and wildlife resources in perpetuity.

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 Section 15325 (a) and (c) – Class 25 Transfers of Ownership of Interest in Land to Preserve and Restore Natural Conditions
 Statutory Exemptions.

Reasons why project is exempt:

The present action is to convey a conservation easement to the WRCRCA to preserve the natural conditions, including the plant and animal habitats to protect fish and wildlife resources in perpetuity. The Conservation Easement also grants the WRCRCA the right to enter the property to carry out activities consistent with the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP). Class 25 Categorical Exemptions are not listed in the Exceptions under CEQA Guidelines Section 15300.2 (a)-(b). There is not a reasonable possibility that the present action will have a significant effect on the environment due to unusual circumstances. The present action will not damage a scenic resource within an officially designated state scenic highway. The site is not included on any hazardous waste site list compiled pursuant to Section 65962.5. The Conservation Easement will not cause a significant adverse change in the significance of a historical resource. Thus, the Exceptions listed in CEQA Guidelines Section 15300.2 (c)-(f) do not apply. The present action, as proposed, only includes the authorization to convey easement interest in real property and provide access to the WRCRCA by Conservation Easement Deed as well as the execution of said Conservation Easement. Therefore, the District has determined that the Conservation Easement is exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below.

- Section 15325 (a) and (c) – Class 25 Transfer of Ownership of Interest in Land to Preserve Existing Natural Conditions. The District is transferring interest in land through a conservation easement to the WRCRCA to preserve the existing natural conditions and to allow restoration of natural conditions including plant and animal habitats.

Based upon the identified exemption above, the Riverside County Flood Control and Water Conservation District hereby concludes that the proposed action is exempt from further CEQA analysis.

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: _____ Title: Clerk of the Board

Signed by Lead Agency

Signed by Applicant

Date received for filing at OPR: _____

RS:mcv
P8201692

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

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

Project Title: Temecula/Pechanga Creek Slope Protection: Conveyance of Easement Interest in Real Property over a 15.0-acre Portion of APN 922-220-030 to Western Riverside County Regional Conservation Authority by Conservation Easement Deed

Project Location – Specific:

Lot 159 of Tract No. 20319, located in Temecula Creek generally bounded by Interstate 15 on the west and Pechanga Parkway on the east

Project location – City: Temecula **Project Location – County:** Riverside

Project Description:

The present action includes the conveyance of an easement interest in District's real property over a 15.0-acre portion of APN 922-220-030 to the Western Riverside County Regional Conservation Authority (WRCRCA) by Conservation Easement Deed as well as the execution of said Conservation Easement. The Conservation Easement is to preserve the natural conditions, including the plant and animal habitats to protect fish and wildlife resources in perpetuity.

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 Section 15325 (a) and (c) – Class 25 Transfers of Ownership of Interest in Land to Preserve and Restore Natural Conditions
- Statutory Exemptions.

Reasons why project is exempt:

The present action is to convey a conservation easement to the WRCRCA to preserve the natural conditions, including the plant and animal habitats to protect fish and wildlife resources in perpetuity. The Conservation Easement also grants the WRCRCA the right to enter the property to carry out activities consistent with the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP). Class 25 Categorical Exemptions are not listed in the Exceptions under CEQA Guidelines Section 15300.2 (a)-(b). There is not a reasonable possibility that the present action will have a significant effect on the environment due to unusual circumstances. The present action will not damage a scenic resource within an officially designated state scenic highway. The site is not included on any hazardous waste site list compiled pursuant to Section 65962.5. The Conservation Easement will not cause a significant adverse change in the significance of a historical resource. Thus, the Exceptions listed in CEQA Guidelines Section 15300.2 (c)-(f) do not apply. The present action, as proposed, only includes the authorization to convey easement interest in real property and provide access to the WRCRCA by Conservation Easement Deed as well as the execution of said Conservation Easement. Therefore, the District has determined that the Conservation Easement is exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below.

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Based upon the identified exemption above, the Riverside County Flood Control and Water Conservation District hereby concludes that the proposed action is exempt from further CEQA analysis.

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: _____ Title: Clerk of the Board

Signed by Lead Agency

Signed by Applicant

Date received for filing at OPR: _____

RS:mcv
P8\201692

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

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

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

SPACE ABOVE LINE FOR RECORDER'S USE ONLY
EXEMPT FROM RECORDING FEES – GOVERNMENT CODE SECTIONS 6103 & 27383

Location: Temecula Creek Slope Protection
Project Number: 7-0-00430

The undersigned grantor(s) declare(s)
DOCUMENTARY TRANSFER TAX: \$NONE

CONSERVATION EASEMENT DEED

THIS CONSERVATION EASEMENT DEED (“Conservation Easement”) is made and granted as of _____, 2016, by RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic (“Grantor”), in favor of WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY, a joint powers authority and a public agency (“Grantee”), with reference to the following facts:

RECITALS

A. Grantor is the owner in fee simple of certain real property, consisting of approximately 52 acres of land, generally located east of Interstate 15, west of Pechanga Parkway and south of Highway 79 in the City of Temecula, County of Riverside, State of California, identified with Assessor’s Parcel Number 922-220-030 (“Grantor Parcel”).

B. Grantor Parcel has been 1) placed on the National Register of Historic Places (“National Register”); 2) listed on the California Register of Historic Resources (“California Register”) and 3) is encumbered by limitations for properties on the National Register under the National Historic Preservation Act of 1966 and the California Register under the Public Resources Code Sections 5020 et seq.

C. The Grantor desires to convey to Grantee and Grantee desires to accept the Conservation Easement (“Conservation Easement”) over a portion of the Grantor Parcel, consisting of approximately 15 acres, also referenced as RCFC Parcel No. 7430-2A, (hereinafter referred to as the “Property”) as shown and more particularly described in Exhibit “A”, attached hereto and by this reference incorporated herein.

D. The Property is in an unimproved natural condition and possesses wildlife and habitat values of great 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”). The Property provides high quality habitat for the plant and animal species listed in Streambed Alteration Agreement that is further described in Recital G. below. Individually and collectively, these wildlife and habitat values comprise the “Conservation Values” of the Property.

E. The Property in its current natural condition conveys storm water and is located within a FEMA mapped 100-year floodway/floodplain and is subject to flood inundation, erosion, sedimentation, and potential loss of vegetation due to flooding. The Grantor and Grantee acknowledge that such conditions occur naturally and that no active intervention to mitigate damages shall be required of either party.

F. Grantee is a public agency that 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.

G. This Conservation Easement provides mitigation for certain impacts of the Murrieta Creek Phase II Project, (“Project”) located in the City of Temecula, County of Riverside, State of California, pursuant to Conditions 3.2 and 3.3 of the Streambed Alteration Agreement (Notification No. 1600-2012-0200-R6 (Revision 1)) executed by the Riverside County Flood Control and Water Conservation District and California Department of Fish and Wildlife (“CDFW”), dated January 22, 2015 (“Streambed Alteration Agreement”). Conditions 3.2 and 3.3 require the conservation/preservation of 15.0 acres of streambed and associated riparian habitat within Temecula Creek in perpetuity. This Conservation Easement satisfies these conditions that the conservation shall be carried out through a fee title transfer or through the recordation of a conservation easement to a local conservation entity such as the Grantee. Habitat creation, restoration or enhancement, or an endowment is not required by Conditions 3.2 and 3.3

H. The Grantor also desires to convey to Grantee and Grantee desires to accept the Property Access over a portion of the Grantor Parcel, consisting of approximately 0.24 acres, also referenced as RCFC Parcel No. 7430-1A, (hereinafter referred to as the “Property Access”) as shown and more particularly described in Exhibit “B”, attached hereto and by this reference incorporated herein.

I. The Property Access is not a part of the Property nor is it subject to the limitations of use imposed upon the Property, but solely serves to provide Grantee ingress and egress over and across Grantor owned property to access the Property in order to accomplish the purposes of this Conservation Easement. This Property Access maybe modified by the Grantor to accommodate the future repair of the existing flood control facility provided the Property Access is maintained.

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.*, with

incorporation of the foregoing recitals herein, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property and the Property Access for purposes of ingress and egress to the Property whereby such Property Access is subject to modification by Grantor to accommodate the future repair of the existing flood control facility on Grantor Parcel. Grantee agrees by accepting this grant to honor the intentions of Grantor to preserve and protect in perpetuity the Conservation Values of the Property as required by Conditions 3.2 and 3.3 of Streambed Alteration Agreement Notification No. 1600-2012-0200-R6 Revision 1 (hereinafter referred to as SAA); to be subject to the prior rights of the Grantor and purposes in which the Property serves; to adhere to the limitations of the National Register and California Register, and to comply with any applicable laws, regulations and permitting requirements as further described herein this Conservation Easement.

1. Purposes.

a. The purposes of this Conservation Easement are to ensure the Property will be retained in perpetuity as required by the SAA in its natural, restored, or enhanced condition and to prevent any use of the Property that will unreasonably impair or interfere with the Conservation Values of the Property. Grantor intends that this Conservation Easement will confine the use of the Property to activities that are consistent with such purposes, including, without limitation, those involving the preservation, restoration, and enhancement of native species and their habitats (“Purposes”).

b. To the best of the Grantor’s knowledge, Grantor represents and warrants that there are no structures or improvements existing on the Property at the time this grant is executed. Grantor further represents and warrants that there are no other previously granted easements existing on the Property that interfere or conflict with the Purpose of this Conservation Easement as evidenced by the Title Report attached at Exhibit “C.” Grantor has delivered further evidence of the present natural condition to Grantee consisting of (1) a color aerial photograph of the 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 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 Property.

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

a. To preserve and protect the Conservation Values of the Property;

b. To enter the Property via the Property Access at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Conservation Easement, and for scientific research and interpretive purposes by Grantee or its designees, provided that Grantee shall not unreasonably interfere with Grantor’s authorized use and quiet enjoyment of the Property;

c. To prevent any activity on or use of the Property that is inconsistent with the purposes of this Conservation Easement and to require the restoration of such areas or features of the Property that may be damaged by any act, failure to act, or any use or activity that is inconsistent with the purposes of this Conservation Easement;

d. To require that all existing mineral, air and water rights as Grantee deems necessary and are within Grantor’s control to preserve, protect, and sustain the biological resources and Conservation Values of the Property shall remain a part of and be put to beneficial

use upon the Property, consistent with the purposes of this Conservation Easement;

e. All present and future development rights appurtenant to, allocated, implied, reserved or inherent in the Property; such rights are hereby terminated and extinguished, and may not be used on or transferred to any portion of the Property, nor any other property adjacent or otherwise;

f. Provided the Grantor subsequently decides not to exercise the Grantor's reserved rights identified in Section 5.b. and 5.c., below, the right to enhance native aquatic and plant communities, including the removal of nonnative species, the right to plant trees and shrubs of the same type as currently existing on the Property, or other appropriate native species. Habitat enhancement activities shall not conflict with the preservation of the Conservation Values of the Property or the Purpose of this Conservation Easement and shall be performed in compliance with all applicable laws, regulations, and permitting requirements. Any enhancement performed pursuant to this section 2.f. shall be reviewed and approved by Grantor prior to implementation; and

g. The right to manage and monitor the Property pursuant to the MSHCP.

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

a. Introduction of nuisance water onto the Property, including but not limited to water from pools, aquariums, fountains, and supplemental watering; except nuisance water entering onto the Property associated with irrigation outside the Property by Grantor, adjacent homeowners, or others, and the natural drainage of rainfall and water related to enhancement activities as set forth in Sections 2.f., 5.b., 5.c., or the MSHCP;

b. Use of herbicides, pesticides, biocides, fertilizers, or other agricultural chemicals or weed abatement activities, except weed abatement activities necessary to control or remove invasive, exotic plant species as part of enhancement activities as set forth in Sections 2.f., 5.b., 5.c., or the MSHCP;

c. Use of off-road vehicles and use of any other motorized vehicles except on existing roadways and existing trails or in the execution of management, monitoring and maintenance duties;

d. Agricultural activity of any kind, except grazing for vegetation management or as a conservation measure for the Property;

e. Recreational activities including, but not limited to, horseback riding, biking, hunting or fishing, except such activities as are consistent with the purposes of this Conservation Easement and carried out in accordance with the MSHCP;

f. Commercial, industrial, institutional, or residential structures or uses;

g. Any legal or de facto division, subdivision or partitioning of the Property, including a request for a certificate of compliance pursuant to the Subdivision Map Act (Gov. Code section 66499.35);

h. Construction, reconstruction, expansion, location, installation, or placement of any building, billboard or sign, or any other structure or improvement of any kind;

- i. Deposit or accumulation of soil, trash, ashes, refuse, waste, bio-solids or any other materials;
- j. Planting, introduction, or dispersion of non-native or exotic plant or animal species;
- k. Filling, dumping, excavating, draining, dredging, mining, drilling, removing or exploring for or extracting minerals, loam, soil, sands, gravel, rocks or other material on or below the surface of the Property, or granting or authorizing surface entry for any such purpose;
- l. Altering the surface or general topography of the Property, including building roads or trails, or paving or otherwise covering any portion of the Property except in the event that Grantee determines a road or trail is necessary for obtaining access within the Property;
- m. Removing, disturbing, altering, destroying, or cutting of native trees, shrubs or other native vegetation, except as required by law for (i) fire breaks, (ii) maintenance of existing trails or roads, or (iii) prevention or treatment of disease except in the event that Grantee determines that temporary vegetation disturbance is necessary for obtaining access or for management within the Property;;
- n. Manipulating, impounding or altering any natural water course, body of water or water circulation on the Property, and activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or sub-surface waters;
- o. Without the prior written consent of Grantee, which Grantee may withhold, transferring, encumbering, selling, leasing, or otherwise separating the mineral, air, or water rights for the Property; changing the place or purpose of use of the water rights; abandoning or allowing the abandonment of, by action or inaction, any water or water rights, ditch or ditch rights, spring rights, reservoir or storage rights, wells, ground water rights, or other rights in and to the use of water historically used on or otherwise appurtenant to the Property, including but not limited to: (1) riparian water rights; (2) appropriative water rights; (3) rights to waters which are secured under contract with any irrigation or water district, to the extent such waters are customarily applied to the Property; and (4) any water from wells that are in existence or may be constructed in the future on the Property; and
- p. Any activity or use that may violate or fail to comply with relevant federal, state, or local laws, regulations, or policies applicable to Grantor, the Property, or the activity or use in question.

No use shall be made of the Property, and no activity thereon shall be permitted that is or is likely to become inconsistent with the Purpose of this Conservation Easement. Grantor 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 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.

4. Grantor's Responsibilities. In the event that Grantor is notified or discovers unauthorized activities that may conflict with the Purposes of this Conservation Easement, Grantor will notify Grantee and Grantor may, but is not obligated to, undertake actions to prevent the unauthorized

activity. In addition, Grantor shall undertake all necessary actions within Grantor's control to perfect Grantee's rights under Section 2 of this Conservation Easement.

5. Reserved Rights.

a. Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from its ownership of the Property, including the right to engage in or to permit or invite others to engage in all uses of the Property that are not expressly prohibited or limited by, and are consistent with the purposes of, this Conservation Easement.

b. Grantor reserves the right, but is not obligated, to create, restore or enhance native plant communities, including the right to plant trees and shrubs of the same type as currently existing on the Property associated with future mitigation, so long as such activities do not harm the habitat types identified in the Streambed Alteration Agreement. For purposes of preventing erosion and reestablishing native vegetation, the Grantor shall have the right to revegetate areas that may be damaged by the permitted activities under this Section 5, naturally occurring events or by the acts of persons wrongfully damaging the Conservation Values of the Property. Prior to any habitat enhancement activities, Grantor shall have a Biological Monitor submit detailed plans to the Grantee for review and approval. Habitat enhancement activities shall not be in direct or potential conflict with the preservation of the Conservation Values of the Property or the Purposes of this Conservation Easement and shall be performed in compliance with all applicable statutes, regulations, and permitting requirements.

c. Grantor reserves the right, but is not obligated, to remove or trim vegetation downed or damaged due to natural disaster, remove man-made debris, remove parasitic vegetation (as it relates to the health of the host plant) and remove non-native or exotic plant or animal species. Vegetation, debris, and exotic plant species removal shall not be in direct or potential conflict with the preservation of the Conservation Values of the Property or the Purposes of this Conservation Easement and shall be performed in compliance with all applicable laws, regulations, and permitting requirements.

d. Grantor reserves the right under emergency conditions to take any prudent action to prevent, abate, or mitigate significant injury to the Property or human life resulting from natural causes beyond Grantor's control, including without limitation, fire not caused by Grantor, flood, storm, and earth movement.

6. Grantee's Remedies.

a. If Grantee determines that a violation of the terms of this Conservation Easement has occurred or is threatened, Grantee shall give written notice to Grantor of such violation and demand in writing the cure of such violation ("Notice of Violation"). Notice shall be provided in accordance with Section 17 of this Conservation Easement.

b. If Grantor fails to cure the violation within thirty (30) days after receipt of the Notice of Violation from Grantee, or if the cure reasonably requires more than thirty (30) days to complete and Grantor fails to begin the cure within the thirty (30)-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 for any or all of the following: to recover any damages to which Grantee may be entitled for violation of the terms of this Conservation Easement or for any injury to the Conservation Values of the 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; to pursue any other legal or equitable relief,

including, but not limited to, the restoration of the Property to the condition in which it existed prior to any such violation or injury; or to otherwise enforce this Conservation Easement. Without limiting the liability of Grantor, Grantee may apply any damages recovered to the cost of undertaking any corrective action on the Property.

c. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate injury to the Conservation Values of the Property, Grantee may pursue its remedies under this Conservation Easement without prior notice to Grantor 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.

d. Grantor 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.

e. Grantor shall bear all costs incurred by Grantee, where Grantee is a prevailing party in enforcing the terms of this Conservation Easement against Grantor. These costs include, but are not limited to, the following: costs of suit and attorneys' and experts' fees, and any costs for restoration necessitated by Grantor's negligence or breach of this Conservation Easement.

f. 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 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 shall impair such right or remedy or be construed as a waiver.

7. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor, its successors or assigns, nor shall Grantor be liable for any injury to or change in the Property resulting from (i) any natural cause beyond Grantor's control, including, without limitation, fire not caused by Grantor, flood, storm, and earth movement, or (ii) any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes; or (iii) acts by Grantee, its employees, agents, contractors or representatives; (iv) acts of third parties (including any governmental agencies) that are beyond Grantor's control.

8. CDFW Right of Enforcement. All rights and remedies conveyed to Grantee under this Conservation Easement shall extend to and are enforceable by CDFW. These enforcement rights are in addition to, and do not limit, the rights of enforcement under the Streambed Alteration Agreement (Notification No. 1600-2012-0200-R6 (Revision 1)) described in Recital G, above.

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

10. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the

Property. Grantor agrees that Grantee shall have no duty or responsibility for the operation, upkeep or maintenance of the Property, the monitoring of hazardous conditions thereon, or the protection of Grantor, the public or any third parties from risks relating to conditions on the Property. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals required for any activity or use permitted by this Conservation Easement, including those required from CDFW acting in its regulatory capacity, and any activity or use shall be undertaken in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders and requirements.

11. Taxes; No Liens. If applicable, Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes") and shall furnish Grantee with satisfactory evidence of payment upon request. Grantor shall keep Grantee's interest in the 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 Property.

12. Hold Harmless.

a. Grantor shall hold harmless, protect and indemnify Grantee and its directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (each a "Grantee Indemnified Party" and, collectively, "Grantee Indemnified Parties") from and against any and all 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: injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause unless caused by the negligence or willful misconduct of any of the Grantee Indemnified Parties. 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 acceptable to the Grantee or reimburse Grantee for all charges incurred for defending the action or proceeding.

b. Grantee shall hold harmless, protect and indemnify Grantor and its Board, elected or appointed officials, officers, employees, agents, contractors, and representatives, successors and assigns of each of them (each a "Grantor Indemnified Party" and, collectively, "Grantor Indemnified Parties") from and against any and all Claims arising from or in any way connected with the Grantee's rights and obligations under this Conservation Easement or due to the acts, omissions or negligence of Grantee or any of its agents, contractors or employees. 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 acceptable to Grantor or reimburse Grantor for all charges incurred for defending the action or proceeding.

13. Extinguishment. If circumstances arise in the future that render the purposes of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, in whole or in part, by judicial proceedings in a court of competent jurisdiction.

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. If the Conservation Easement is condemned, the net proceeds from the condemnation shall be used in compliance with Government Code section 65966(j).

15. Transfer of Easement. This Conservation Easement may be assigned or transferred by Grantee only to an entity or organization authorized to acquire and hold conservation easements pursuant to Civil Code section 815.3, Government Code section 65967 and any successor or other provisions then applicable, or the laws of the United States. Grantee shall require the assignee to record the assignment in the county where the Property is located. The failure of Grantee to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforcement in any way.

16. Transfer of Property. Grantor agrees to incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which Grantor divests itself of any interest in all or any portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the intent to transfer any interest at least sixty (60) days prior to the date of such transfer. Grantee shall have the right to prevent subsequent transfers in which prospective subsequent claimants or transferees are not given notice of the terms, covenants, conditions and restrictions of this Conservation Easement. The failure of Grantor or Grantee to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

17. Notices. Any notice, demand, request, consent, approval, or other 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 United States mail, postage fully prepaid, and addressed as follows:

To Grantor: Riverside County Flood Control and Water Conservation District
Attention: Regulatory Division Chief
1995 Market Street
Riverside, CA 92501
Phone (951) 955-1200

With a copy to: Office of County Counsel
3960 Orange Street, Suite 500
Riverside, CA 92501
Attn: County Counsel
Phone (951) 955-6300

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 Avenue, 5th Floor
P.O. Box 1028
Riverside, CA 92501
Attn: Michelle Ouellette
Phone (951) 686-1450

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, three (3) days after deposit into the United States mail.

18. Amendment. This Conservation Easement may be amended by Grantor and Grantee only by mutual written agreement. Any such amendment shall be consistent with the purposes of this Conservation Easement and California law governing conservation easements and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of Riverside County, State of California.

19. 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. Notwithstanding any general rule of construction to the contrary, this Conservation Easement shall be liberally construed to accomplish the purposes of this Conservation Easement and the policy and purpose of 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. 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 any other persons or circumstances.

d. Entire Agreement. This instrument and the Streambed Alteration Agreement (Notification No. 1600-2012-0200-R6 (Revision 1)) described in Recital G together set forth the entire agreement of the parties with respect to the Conservation Easement and supersede all prior discussions, negotiations, understandings, or agreements of the parties 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.

e. No Forfeiture. Nothing contained in this Conservation Easement will result in a forfeiture or reversion of Grantor's title in any respect. Notwithstanding the foregoing, if CDFW reasonably determines that this Conservation Easement is not being held, monitored, or stewarded for conservation purposes in accordance with the requirements of Government Code section 65967(e), then pursuant to Government Code section 65967(e) the Conservation Easement shall revert to CDFW or to another public agency, governmental entity, special district, or nonprofit organization approved in advance in writing by CDFW.

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

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

h. 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.

i. No Hazardous Materials Liability.

(1) Grantor represents and warrants that it has no actual knowledge or notice of any Hazardous Materials or underground storage tanks existing, generated, treated, stored, used, released, disposed of, deposited or abandoned in, on, under, or from the Property, or transported to or from or affecting the Property.

(2) Without limiting the obligations of Grantor under Section 12 of this Conservation Easement, Grantor hereby releases and agrees to indemnify, protect and hold harmless the Grantee Indemnified Parties from and against any and all Claims arising from or connected with any Hazardous Materials or underground storage tanks present, alleged to be present, released in, from, or about, or otherwise associated with the Property at any time, except any Hazardous Materials placed, disposed or released by Grantee. This release and indemnification includes, without limitation, Claims for injury to or death of any person or physical damage to any property; and the violation or alleged violation of, or other failure to comply with, any Environmental Laws. 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 the Grantee Indemnified Party or reimburse Grantee for all charges incurred for defending the action or proceeding.

(3) 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 liability 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 or duty to investigate and remediate any Hazardous Materials associated with the Property; or

(E) Any control over Grantor's ability to investigate, remove,

remediate or otherwise clean up any Hazardous Materials associated with the Property.

(4) 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, the Resource Conservation and Recovery Act of 1976 (42 U.S.C. section 6901, *et seq.*; hereinafter "RCRA"); the Hazardous Materials Transportation Act (49 U.S.C. section 6901, *et seq.*; hereinafter "HTA"); the Hazardous Waste Control Law (Health & Safety Code section 25100, *et seq.*; hereinafter "HCL"); the Carpenter-Presley-Tanner Hazardous Substance Account Act (Health & Safety Code section 25300, *et seq.*; hereinafter "HSA"), and in the regulations adopted and publications promulgated pursuant to them, or any other applicable Environmental Laws now in effect or enacted after the date of this Conservation Easement.

(5) The term "Environmental Laws" includes, without limitation, CERCLA, RCRA, HTA, HCL, HSA, and any other 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 acknowledges that activities upon and use of the Property by Grantor, its agents, employees, invitees and contractors will comply with all Environmental Laws.

j. Warranty. Grantor represents and warrants to Grantee that Grantor is the sole owner of fee simple title to the Property; that the Property is not subject to any other conservation easement; and there are no outstanding mortgages, liens, encumbrances or other interests in the Property (including, without limitation, water and mineral interests) that may conflict or are otherwise inconsistent with this Conservation Easement and which have not been expressly subordinated to this Conservation Easement by a written, recorded Subordination Agreement approved by Grantee.

k. Additional Easements. Grantor shall not grant any additional easements, rights of way, or other interests in the Property (other than a security interest that is expressly subordinated to this Conservation Easement), or grant, transfer, abandon, or relinquish (each a "Transfer") any mineral, air, or water right, or any water associated with the 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 may impair or interfere with the Conservation Values of the Property. This section shall not limit the provisions of Sections 2(d) or 3(o), nor prohibit transfer of a fee or leasehold interest in the Property that is subject to this Conservation Easement and complies with Section 16. Grantor shall provide a certified copy of any recorded or unrecorded grant or Transfer document to Grantee.

l. Recording. Grantee shall record this Conservation Easement in the Official Records of the county in which the Property is located, and may re-record it at any time as Grantee deems necessary to preserve its rights in this Conservation Easement.

m. Exhibits. The following Exhibit(s) referenced in this Conservation Easement are attached to and incorporated by reference in this Conservation Easement:

EXHIBIT "A" – Legal Description and Map of Property

EXHIBIT "B" – Legal Description and Map of Property Access

EXHIBIT "C" – Title Report

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, Grantor has executed this Conservation Easement as of the day and year first above written.

GRANTOR:
Riverside County Flood Control and Water Conservation District, a body politic
("District")

BY: _____
Marion Ashley, Chairman,
Board of Supervisors for the District

DATE: _____

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: Synthia M. Gunzel
Synthia M. Gunzel
Deputy County Counsel

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Conservation Easement Deed by the Riverside County Flood Control and Water Conservation District, a body politic, as Grantor, dated _____, 2016 to the Western Riverside County Regional Conservation Authority, a joint powers authority and a public agency, as Grantee, 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, and the Grantee consents to recordation thereof by its duly authorized officer.

GRANTEE:

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

BY: _____
Charles V. Landry
Executive Director

Approved as to Form:

By: _____
Best, Best & Krieger LLP
General Counsel

EXHIBIT "A" FOR PROPERTY

[Attach Legal Description and Map of Property]

Exhibit "A"

**Temecula Creek – Conservation Easement
Parcel 7430-2A**

Being a portion of that certain parcel described in Instrument No. 2005-0159727, recorded February 28, 2005, records of Riverside County, State of California, within the City of Temecula described as follows:

Beginning at the intersection of the easterly right of way of Interstate 15 with the southerly line of Lot 159 as shown in Map Book 181, Pages 54 through 58, records of said county;

Thence North 16° 15' 48" West 146.73 feet along said westerly right of way to a point being on a line parallel with and distant 50.00 feet from the westerly line of Parcel 7430-2 of Record of Survey in Book 124, Pages 2 through 8, records of said county;

Thence North 38° 57' 20" East 335.67 feet along said parallel line;

Thence North 71° 04' 12" East 308.54 feet;

Thence South 87° 39' 44" East 50.13 feet;

Thence North 88° 06' 06" East 115.12 feet to a point being on a line parallel with and distant 50.00 from the northerly line of said Parcel 7430-2;

Thence South 84° 54' 44" East 50.50 feet along said parallel line;

Thence South 73° 23' 37" East 16.31 feet continuing along said parallel line;

Thence South 65° 47' 27" East 110.61 feet continuing along said parallel line;

Thence South 57° 19' 41" East 273.37 feet continuing along said parallel line;

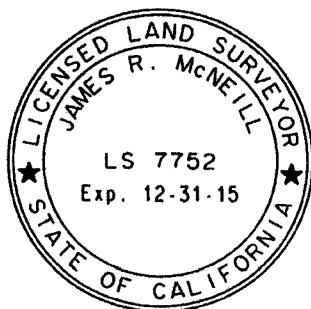
Thence South 48° 44' 11" East 163.66 feet;

Thence South 56° 49' 14" East 26.65 feet;

Thence South 21° 56' 46" West 564.96 feet to said southerly line of Lot 159;

Thence North 70° 12' 10" West 1018.22 feet along said southerly line of Lot 159 to the Point of Beginning;

Containing 15.00 acres, more or less.





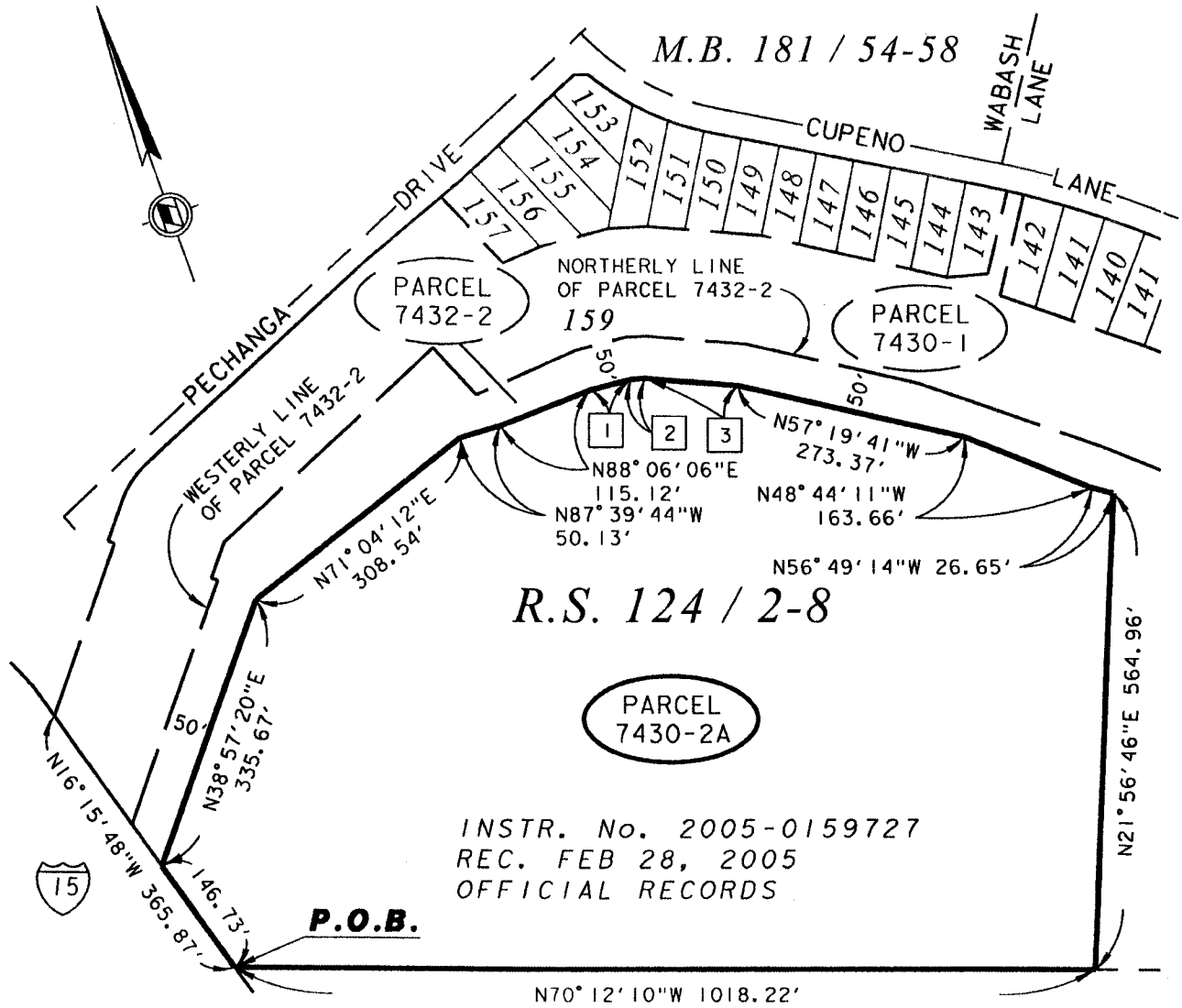
JAMES R. McNEILL

Land Surveyor No. 7752
Signed on Behalf of:
Riverside County Flood Control
and Water Conservation District

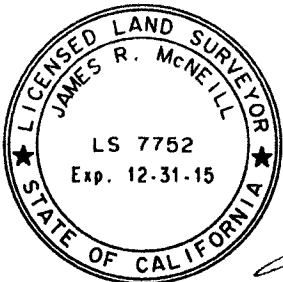
Date: 12-3-15

Exhibit "B"

BEING A PORTION OF THAT CERTAIN PARCEL DESCRIBED IN INSTRUMENT NO. 2005-0159727, RECORDED FEBRUARY 28, 2005, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, WITHIN THE CITY OF TEMECULA.



INSTR. No. 2005-0159727
 REC. FEB 28, 2005
 OFFICIAL RECORDS



[Signature]
 DATE: 12-3-15

LINE DATA		
	BEARING	DISTANCE
1	N84° 54' 44" W	50.50'
2	N73° 23' 37" W	16.31'
3	N65° 47' 27" W	110.61'

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
 1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NAME: TEMECULA CREEK - CONSERVATION EASEMENT

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.	RCFC PARCEL NUMBER(S): PARCEL 7430-2A	SCALE: NO SCALE	PREPARED BY: DAB
		NOV-17-2015	SHEET NO. 1 OF 1

EXHIBIT "B" FOR PROPERTY ACCESS

[Attach Legal Description and Map of Property Access]

Exhibit "A"

**Temecula Creek – Conservation Easement Access
Parcel 7430-1A**

Being a portion of that certain parcel described in Instrument No. 2005-0159727, recorded February 28, 2005, records of Riverside County, State of California, within the City of Temecula described as follows:

A strip of land 20.00 feet wide, lying easterly and southerly of the following described line:

Beginning at the northeasterly corner of Lot 143 as shown in Map Book 181, Pages 54 through 58, records of said county;

Thence South 32° 50' 35" West 101.02 feet along the easterly line of said Lot;

Thence North 75° 31' 58" West 48.58 feet along the southerly line of said Lot;

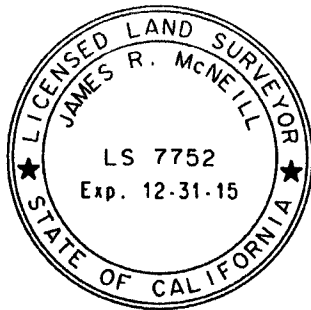
Thence continuing North 75° 31' 58" West 251.73 feet;

Thence South 49° 05' 15" West 59.83 feet to the southerly line of Parcel 7430-1 of Record of Survey in Book 124, Pages 2, records of said county;

Thence continuing South 49° 05' 15" West 55.11 feet to a point being on a line parallel with and distant 50.00 feet from the southerly line of said Parcel 7430-1, said point being the Point of Termination;

The sidelines of said strip are to be lengthened or shortened to terminate on the northeast at the southerly right of way of Cupeno Road as shown on said Map Book 181, Pages 54 through 58, and on the southwest at a line parallel with and distant 50.00 feet from the said southerly line of Parcel 7430-1.

Containing 0.24 acres, more or less.




JAMES R. McNEILL

Land Surveyor No. 7752

Signed on Behalf of:

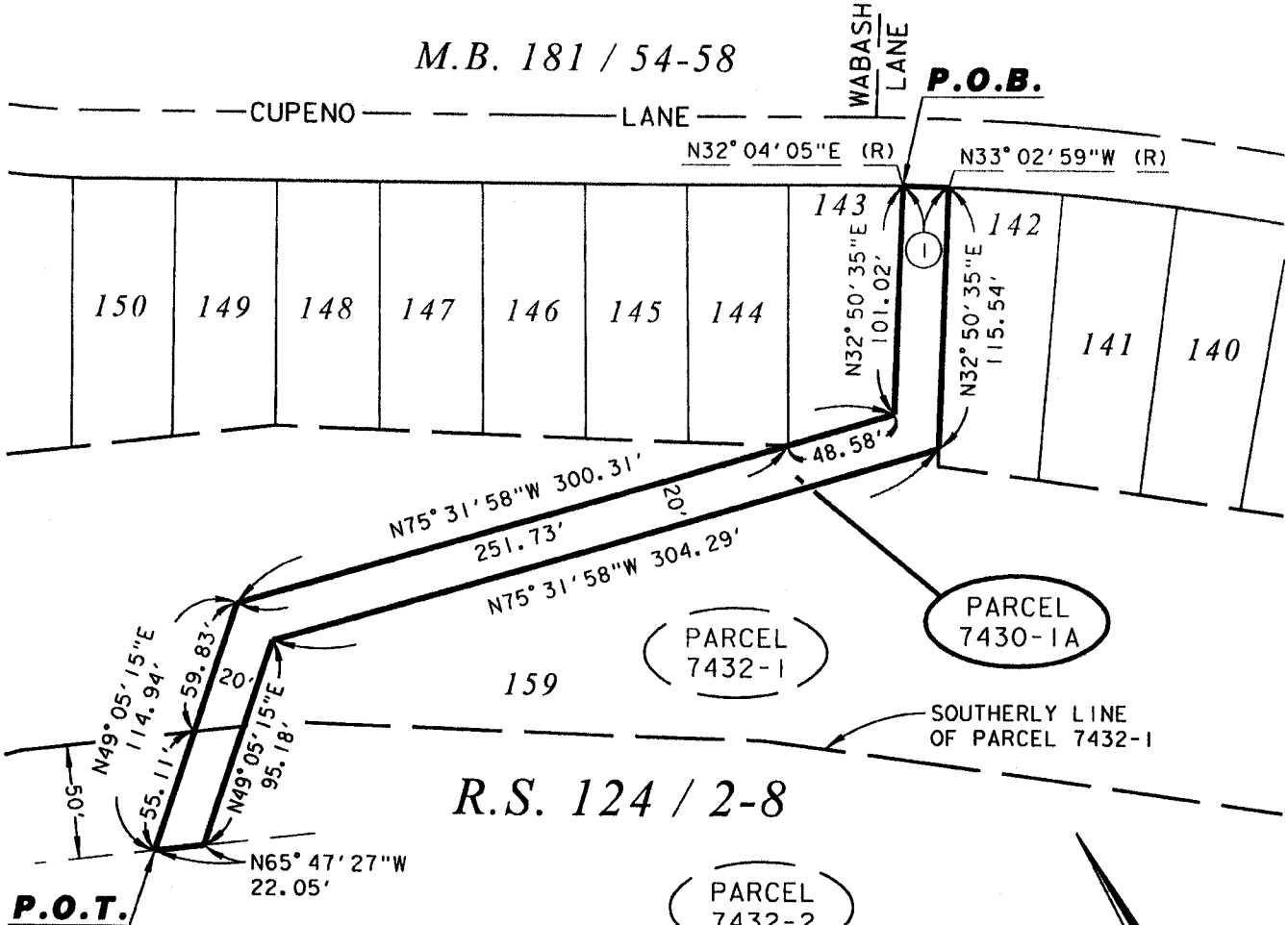
Riverside County Flood Control
and Water Conservation District

Date: 12-3-15

Exhibit "B"

BEING A PORTION OF THAT CERTAIN PARCEL DESCRIBED IN INSTRUMENT NO. 2005-0159727, RECORDED FEBRUARY 28, 2005, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, WITHIN THE CITY OF TEMECULA.

M.B. 181 / 54-58



R.S. 124 / 2-8



INSTR. No. 2005-0159727
REC. FEB 28, 2005
OFFICIAL RECORDS

CURVE DATA				
○	△ =	R =	T =	L =
1	00° 58' 54"	1169.92'	10.02'	20.04'

[Signature]
DATE: 12-3-15

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NAME: TEMECULA CREEK - CONSERVATION EASEMENT ACCESS			
THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.	RCFC PARCEL NUMBER(S):	SCALE:	PREPARED BY:
	PARCEL 7430-1A	NO SCALE	DAB
		NOV-17-2015	SHEET NO. 1 OF 1



Lawyers Title Company
3480 Vine Street Suite 300
Riverside, CA 92507
Phone: (951) 774-0825
Fax: ()

Riverside County Flood Control and Water
Conservation District
1995 Market Street
Riverside, CA 92501

Attn: Mireya C. Reutter

Title Officer: Peggy Jones--So

email: tu67@ltic.com
Phone No.: (951) 774-0825 x 617
Fax No.: (951) 781-1169
File No.: 615675443

Your Reference No: 922-220-030

Property Address: Riverside, California

PRELIMINARY REPORT

Dated as of December 14, 2015 at 7:30 a.m.

In response to the application for a policy of title insurance referenced herein, Lawyers Title Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitation on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

The policy(s) of title insurance to be issued hereunder will be policy(s) of **Commonwealth Land Title Insurance Company**.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered. It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

SCHEDULE A

The form of policy of title insurance contemplated by this report is:

A Preliminary Report Only

The estate or interest in the land hereinafter described or referred to covered by this report is:

A FEE

Title to said estate or interest at the date hereof is vested in:

Riverside County Flood Control and Water Conservation District

The land referred to herein is situated in the County of Riverside, State of California, and is described as follows:

SEE 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:

Lot 159 of Tract No. 20319, in the City of Temecula, County of Riverside, State of California, as per Map recorded in Book 181, Pages 54 to 58, inclusive, of Maps, in the Office of the County Recorder for Riverside County, California.

Assessor's Parcel No: 922-220-030

SCHEDULE B – Section A

The following exceptions will appear in policies when providing standard coverage as outlined below:

1. (a) Taxes or assessments that 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; (b) proceedings by a public agency that 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, interests or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and 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.

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. There were no taxes levied for the fiscal year 2015-2016 as the property was vested in a public entity.

Assessor's Parcel No: 922-220-030-6

- B. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, 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.

- C. Any liens or other assessments, bonds, or special district liens including without limitation, Community Facility Districts, that arise by reason of any local, City, Municipal or County Project or Special District.

1. Water rights, claims or title to water, whether or not disclosed by the public records.
2. The ownership of said Land does not include rights of access to or from the street, highway, or freeway abutting said Land, such rights having been relinquished by the document,

Recording Date: December 4, 1967
Recording No: as Instrument No. 105961 of Official Records
Affects: as shown on said map

3. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Eastern Municipal Water District
Purpose: sewer lift station and sewer line
Recording Date: February 8, 1974
Recording No: as Instrument No. 15944 of Official Records
Affects: said land more particularly described therein

4. An easement in favor of the public of Official Records drainage and incidental purposes as set forth in a Declaration, recorded January 14, 1980, as Instrument No. 8786, of Official Records, Riverside County, California along said land.

5. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: June 26, 1987
Recording No: as Instrument No. 183033 of Official Records

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

Granted to: Eastern Municipal Water District
Purpose: sewer lines
Recording Date: March 9, 1988
Recording No: as Instrument No. 56402 of Official Records
Affects: said land more particularly described therein

7. Matters contained in the dedication statement or elsewhere on the tract or parcel map shown below, which among the things provide:

Tract/Parcel Map: Tract No. 20319
Provisions: as follows:

We hereby dedicate abutters rights of access along State Highway 79 and Pala Road in the public. The owners of Lots 28 through 35 inclusive, Lots 91 through 116 inclusive and Lot 159 Common area, abutting these highways and during such time will have to rights of access except the general easement of travel.

We also hereby dedicate to public use for the construction and maintenance of drainage, facilities, the easements designated as "drainage easement." We also hereby dedicate to public use for access and maintenance of drainage facilities, the easement designated as "16" drainage access and maintenance easement". We also hereby dedicate for the construction and maintenance for public use of an equestrian trail, the easement designated as "equestrian easement."

Above common area designation environmental constraint note.

Reference is made to said map for full particulars.

8. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract/plat;

Purpose: equestrian
Affects: as shown on said map

9. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract/plat;

Purpose: drainage
Affects: as shown on said map

10. The effect of a recital on said Tract/Parcel Map which provides among other things, that all drainage easement shown on said map be kept free of buildings, obstructions or encroachments by land fills.

11. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Eastern Municipal Water District, a municipal corporation, its successors and assigns
Purpose: sewage transmission and collection facilities
Recording Date: March 18, 1988
Recording No: as Instrument No. 72045 of Official Records
Affects: said land more particularly described therein

12. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Southern California Edison Company, a Corporation
Purpose: underground electrical supply systems and communication systems
Recording Date: March 18, 1988
Recording No: as Instrument No. 72046 of Official Records
Affects: said land more particularly described therein

13. Declaration of covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the below document, which, among other things, may contain or provide for easements; assessments, liens and the subordination thereof; said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or deed of trust made in good faith and for value:

Recording Date: May 17, 1988
Recording No: as Instrument No. 132186 of Official Records

Said instrument also provides for the levy of assessments, the lien of which is stated to be subordinate to the lien of a first mortgage or first deed of trust made in good faith or for value.

Modification(s) of said covenants, conditions and restrictions

Recording Date: June 18, 2004
Recording No: as Instrument No. 2004-472058 of Official Records

Modification(s) of said covenants, conditions and restrictions

Recording Date: February 28, 2005
Recording No: as Instrument No. 2005-0159729 of Official Records

14. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Eastern Municipal Water District, a Municipal Water District, its successors and assigns
Purpose: sewage transmission and collection facilities
Recording Date: September 27, 1990
Recording No: as Instrument No. 357809 of Official Records
Affects: said land more particularly described therein

15. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;

Reserved by: Kaufman & Broad of Southern California, Inc.
Purpose: nonexclusive easements for ingress, egress, access, encroachments, maintenance, repair, drainage, support and for other purposes, as described in the Declaration
Recording Date: October 16, 1990
Recording No: as Instrument No. 380083 of Official Records
Affects: said land more particularly described therein

The exact location and extent of said easement is not disclosed of record.

16. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Eastern Municipal Water District, a Municipal Water District, its successors and assigns
Purpose: appurtenant equipment for the collection and transmission of sewage
Recording Date: October 25, 1991
Recording No: as Instrument No. 369884 of Official Records
Affects: said land more particularly described therein

and Re-Recording Date: December 2, 1991
and Re-Recording No: as Instrument No. 415681 of Official Records

17. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Eastern Municipal Water District, a Municipal Water District
Purpose: pipeline or pipelines
Recording Date: May 12, 1992
Recording No: as Instrument No. 169939 of Official Records
Affects: said land more particularly described therein

18. Matters contained in that certain document

Entitled: Agreement
Dated: Not Set Out
Executed by: Riverside County Flood Control and Water Conservation District
County of Riverside California Sunset Homeowners Association
Homes by the Green Homeowners Association

Recording Date: February 28, 2005
Recording No: as Instrument No. 2005-0159728 of Official Records

Reference is hereby made to said document for full particulars.

19. Any boundary discrepancies, rights or claims which may exist or arise as disclosed by a Record of Survey

Recorded in Book 124, Pages 2 through 8, of Record of Surveys

20. 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.

21. 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.

22. 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.

23. 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**

REQUIREMENTS SECTION:

NONE

INFORMATIONAL NOTES SECTION

- Note No. 1: The information on the attached plat is provided for your convenience as a guide to the general location of the subject property. The accuracy of this plat is not guaranteed, nor is it a part of any policy, report or guarantee to which it may be attached.
- Note No. 2: California insurance code section 12413.1 regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow account and available for withdrawal prior to disbursement. Funds deposited with the company by wire transfer may be disbursed upon receipt. Funds deposited with the company via cashier's check or teller's check drawn on a California based bank may be disbursed on the next business day after the day of deposit. If funds are deposited with the company by other methods, recording and/or disbursement may be delayed. All escrow and sub-escrow funds received by the company will be deposited with other escrow funds in one or more non-interest bearing escrow accounts of the company in a financial institution selected by the company. The company may receive certain direct or indirect benefits from the financial institution by reason of the deposit of such funds or the maintenance of such accounts with such financial institution, and the company shall have no obligation to account to the depositing party in any manner for the value of, or to pay to such party, any benefit received by the company. Those benefits may include, without limitation, credits allowed by such financial institution on loans to the company or its parent company and earnings on investments made with the proceeds of such loans, accounting, reporting and other services and products of such financial institution. Such benefits shall be deemed additional compensation of the company for its services in connection with the escrow or sub-escrow.

For wiring Instructions please contact your Title Officer or Title Company Escrow officer.

- Note No. 3: Lawyers Title is a division of Commonwealth Land Title Insurance Company. The insurer in policies of title insurance, when issued in this transaction, will be Commonwealth Land Title Insurance Company.

Processor: cph
Date Typed: December 21, 2015

Attachment One (Revised 06-05-14)

**CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY – 1990**

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 regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (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 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 of 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.

EXCEPTIONS FROM COVERAGE—SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

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, interests, 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, 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.

Attachment One (6-5-14)

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**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE**

EXCLUSIONS

- In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:
1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
 2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
 3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
 4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
 5. Failure to pay value for Your Title.
 6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
 7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
 8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
 9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$5,000.00

Attachment One (6-5-14)

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**2006 ALTA LOAN POLICY (06-17-06)
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 that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) 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 (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that 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, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

Except as provided in Schedule B - Part II, this policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

PART I

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that 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; (b) proceedings by a public agency that 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, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and 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.

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:

Attachment One (6-5-14)

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2006 ALTA OWNER'S POLICY (06-17-06)**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 that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) 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 (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that 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; (b) proceedings by a public agency that 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, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that 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.
7. Variable exceptions such as taxes, easements, CC&R's, etc. shown here.

Attachment One (6-5-14)

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ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (12-02-13)**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, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) 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 (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that 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. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

Attachment One (6-5-14)

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Lawyers Title Company
3480 Vine Street Suite 300
Riverside, CA 92507
Phone: (951) 774-0825
Fax: ()

Order No. 615675443

Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

FNF Underwritten Title Company
LTC – Lawyers Title Company

FNF Underwriter
CLTIC – Commonwealth Land Title Insurance Co.

Available Discounts

DISASTER LOANS (CLTIC)

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within 24 months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be 50% of the appropriate title insurance rate.

EMPLOYEE RATE (LTC and CLTIC)

No charge shall be made to employees (including employees on approved retirement) of the Company or its underwritten, subsidiary or affiliated title companies for policies or escrow services in connection with financing, refinancing, sale or purchase of the employees' bona fide home property. Waiver of such charges is authorized only in connection with those costs which the employee would be obligated to pay, by established custom, as a party to the transaction.

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. This Privacy Notice lets you know how and for what purposes your Personal Information (as defined herein) is being collected, processed and used by FNF. We pledge that we will take reasonable steps to ensure that your Personal Information will only be used in ways that are in compliance with this Privacy Notice. The provision of this Privacy Notice to you does not create any express or implied relationship, or create any express or implied duty or other obligation, between Fidelity National Financial, Inc. and you. See also **No Representations or Warranties** below.

This Privacy Notice is only in effect for any generic information and Personal Information collected and/or owned by FNF, including collection through any FNF website and any online features, services and/or programs offered by FNF (collectively, the "Website"). This Privacy Notice is not applicable to any other web pages, mobile applications, social media sites, email lists, generic information or Personal Information collected and/or owned by any entity other than FNF.

How Information is Collected

The types of personal information FNF collects may include, among other things (collectively, "Personal Information"): (1) contact information (e.g., name, address, phone number, email address); (2) demographic information (e.g., date of birth, gender marital status); (3) Internet protocol (or IP) address or device ID/UDID; (4) social security number (SSN), student ID (SIN), driver's license, passport, and other government ID numbers; (5) financial account information; and (6) information related to offenses or criminal convictions.

In the course of our business, we may collect Personal Information about you from the following sources:

- Applications or other forms we receive from you or your authorized representative;
- Information we receive from you through the Website;
- Information about your transactions with or services performed by us, our affiliates, or others; and
- From consumer or other reporting agencies and public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others.

Additional Ways Information is Collected Through the Website

Browser Log Files. Our servers automatically log each visitor to the Website and collect and record certain information about each visitor. This information may include IP address, browser language, browser type, operating system, domain names, browsing history (including time spent at a domain, time and date of your visit), referring/exit web pages and URLs, and number of clicks. The domain name and IP address reveal nothing personal about the user other than the IP address from which the user has accessed the Website.

Cookies. From time to time, FNF or other third parties may send a "cookie" to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive and that can be re-sent to the serving website on subsequent visits. A cookie, by itself, cannot read other data from your hard disk or read other cookie files already on your computer. A cookie, by itself, does not damage your system. We, our advertisers and other third parties may use cookies to identify and keep track of, among other things, those areas of the Website and third party websites that you have visited in the past in order to enhance your next visit to the Website. You can choose whether or not to accept cookies by changing the settings of your Internet browser, but some functionality of the Website may be

impaired or not function as intended. See the **Third Party Opt Out** section below.

Web Beacons. Some of our web pages and electronic communications may contain images, which may or may not be visible to you, known as Web Beacons (sometimes referred to as "clear gifs"). Web Beacons collect only limited information that includes a cookie number; time and date of a page view; and a description of the page on which the Web Beacon resides. We may also carry Web Beacons placed by third party advertisers. These Web Beacons do not carry any Personal Information and are only used to track usage of the Website and activities associated with the Website. See the **Third Party Opt Out** section below.

Unique Identifier. We may assign you a unique internal identifier to help keep track of your future visits. We may use this information to gather aggregate demographic information about our visitors, and we may use it to personalize the information you see on the Website and some of the electronic communications you receive from us. We keep this information for our internal use, and this information is not shared with others.

Third Party Opt Out. Although we do not presently, in the future we may allow third-party companies to serve advertisements and/or collect certain anonymous information when you visit the Website. These companies may use non-personally identifiable information (e.g., click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) during your visits to the Website in order to provide advertisements about products and services likely to be of greater interest to you. These companies typically use a cookie or third party Web Beacon to collect this information, as further described above. Through these technologies, the third party may have access to and use non-personalized information about your online usage activity.

You can opt-out of certain online behavioral services through any one of the ways described below. After you opt-out, you may continue to receive advertisements, but those advertisements will no longer be as relevant to you.

- You can opt-out via the Network Advertising Initiative industry opt-out at <http://www.networkadvertising.org/>.
- You can opt-out via the Consumer Choice Page at www.aboutads.info.
- For those in the U.K., you can opt-out via the IAB UK's industry opt-out at www.youronlinechoices.com.
- You can configure your web browser (Chrome, Firefox, Internet Explorer, Safari, etc.) to delete and/or control the use of cookies.

More information can be found in the Help system of your browser. Note: If you opt-out as described above, you should not delete your cookies. If you delete your cookies, you will need to opt-out again.

Use of Personal Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you or one or more third party service providers (collectively, "Third Parties") who are obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services that we perform for you or for Third Parties.
- To communicate with you and to inform you about FNF's, FNF's affiliates and third parties' products and services.

When Information Is Disclosed By FNF

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To agents, brokers, representatives, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers who provide services or perform marketing services or other functions on our behalf;
- To law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

In addition to the other times when we might disclose information about you, we might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to: (1) comply with a legal process or applicable laws; (2) enforce this Privacy Notice; (3) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third parties; or (4) protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep the Personal Information that is disclosed to us secure. We provide Personal Information and non-Personal Information to our subsidiaries, affiliated companies, and other businesses or persons for the purposes of processing such information on our behalf and promoting the services of our trusted business partners, some or all of which may store your information on servers outside of the United States. We require that these parties agree to process such information in compliance with our Privacy Notice or in a similar, industry-standard manner, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures. The use of your information by one of our trusted business partners may be subject to that party's own Privacy Notice. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We also reserve the right to disclose Personal Information and/or non-Personal Information to take precautions against liability, investigate and defend against any third-party claims or allegations, assist government enforcement agencies, protect the security or integrity of the Website, and protect the rights, property, or personal safety of FNF, our users or others.

We reserve the right to transfer your Personal Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets. We also cannot make any representations regarding the use or transfer of your Personal Information or other information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors, and you expressly agree and consent to the use and/or transfer of your Personal Information or other information in connection with a sale or transfer of some or all of our assets in any of the above described proceedings. Furthermore, we cannot and will not be responsible for any breach of security by any third parties or for any actions of any third parties that receive any of the information that is disclosed to us.

Information From Children

We do not collect Personal Information from any person that we know to be under the age of thirteen (13). Specifically, the Website is not intended or designed to attract children under the age of thirteen (13). You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Privacy Notice, and to abide by and comply with this Privacy Notice. In any case, you affirm that you are over the age of 13, as **THE WEBSITE IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIS OR HER PARENT OR LEGAL GUARDIAN.**

Parents should be aware that FNF's Privacy Notice will govern our use of Personal Information, but also that information that is voluntarily given by children – or others – in email exchanges, bulletin boards or the like may be used by other parties to generate unsolicited communications. FNF encourages all parents to instruct their children in the safe and responsible use of their Personal Information while using the Internet.

Privacy Outside the Website

The Website may contain various links to other websites, including links to various third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites. Other than under agreements with certain reputable organizations and companies, and except for third party service providers whose services either we use or you voluntarily elect to utilize, we do not share any of the Personal Information that you provide to us with any of the websites to which the Website links, although we may share aggregate, non-Personal Information with those other third parties. Please check with those websites in order to determine their privacy policies and your rights under them.

European Union Users

If you are a citizen of the European Union, please note that we may transfer your Personal Information outside the European Union for use for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information, you consent to both our collection and such transfer of your Personal Information in accordance with this Privacy Notice.

Choices With Your Personal Information

Whether you submit Personal Information to FNF is entirely up to you. You may decide not to submit Personal Information, in which case FNF may not be able to provide certain services or products to you.

You may choose to prevent FNF from disclosing or using your Personal Information under certain circumstances ("opt out"). You may opt out of any disclosure or use of your Personal Information for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization by notifying us by one of the methods at the end of this Privacy Notice. Furthermore, even where your Personal Information is to be disclosed and used in accordance with the stated purposes in this Privacy Notice, you may elect to opt out of such disclosure to and use by a third party that is not acting as an agent of FNF. As described above, there are some uses from which you cannot opt-out.

Please note that opting out of the disclosure and use of your Personal Information as a prospective employee may prevent you from being hired as an employee by FNF to the extent that provision of your Personal Information is required to apply for an open position.

If FNF collects Personal Information from you, such information will not be disclosed or used by FNF for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you

subsequently gave authorization unless you affirmatively consent to such disclosure and use.

You may opt out of online behavioral advertising by following the instructions set forth above under the above section "Additional Ways That Information Is Collected Through the Website," subsection "Third Party Opt Out."

Access and Correction

To access your Personal Information in the possession of FNF and correct inaccuracies of that information in our records, please contact us in the manner specified at the end of this Privacy Notice. We ask individuals to identify themselves and the information requested to be accessed and amended before processing such requests, and we may decline to process requests in limited circumstances as permitted by applicable privacy legislation.

Your California Privacy Rights

Under California's "Shine the Light" law, California residents who provide certain personally identifiable information in connection with obtaining products or services for personal, family or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (e.g., requests made in 2015 will receive information regarding 2014 sharing activities).

To obtain this information on behalf of FNF, please send an email message to privacy@fnf.com with "Request for California Privacy Information" in the subject line and in the body of your message. We will provide the requested information to you at your email address in response.

Please be aware that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response.

Additionally, because we may collect your Personal Information from time to time, California's Online Privacy Protection Act requires us to disclose how we respond to "do not track" requests and other similar mechanisms. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

FNF Compliance with California Online Privacy Protection Act

For some websites which FNF or one of its companies owns, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer for fulfilling a service to that mortgage loan servicer. For example, you may access CCN to complete a transaction with your mortgage loan servicer. During this transaction, the information which we may collect on behalf of the mortgage loan servicer is as follows:

- First and Last Name
- Property Address
- User Name
- Password
- Loan Number
- Social Security Number - masked upon entry
- Email Address
- Three Security Questions and Answers
- IP Address

The information you submit is then transferred to your mortgage loan servicer by way of CCN.

The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.

CCN does not share consumer information with third parties, other than those with which the mortgage loan servicer has contracted to interface with the CCN application.

All sections of the FNF Privacy Notice apply to your interaction with CCN, except for the sections titled Choices with Your Personal Information and Access and Correction. If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, you should contact your mortgage loan servicer.

No Representations or Warranties

By providing this Privacy Notice, Fidelity National Financial, Inc. does not make any representations or warranties whatsoever concerning any products or services provided to you by its majority-owned subsidiaries. In addition, you also expressly agree that your use of the Website is at your own risk. Any services provided to you by Fidelity National Financial, Inc. and/or the Website are provided "as is" and "as available" for your use, without representations or warranties of any kind, either express or implied, unless such warranties are legally incapable of exclusion. Fidelity National Financial, Inc. makes no representations or warranties that any services provided to you by it or the Website, or any services offered in connection with the Website are or will remain uninterrupted or error-free, that defects will be corrected, or that the web pages on or accessed through the Website, or the servers used in connection with the Website, are or will remain free from any viruses, worms, time bombs, drop dead devices, Trojan horses or other harmful components. Any liability of Fidelity National Financial, Inc. and your exclusive remedy with respect to the use of any product or service provided by Fidelity National Financial, Inc. including on or accessed through the Website, will be the re-performance of such service found to be inadequate.

Your Consent To This Privacy Notice

By submitting Personal Information to FNF, you consent to the collection and use of information by us as specified above or as we otherwise see fit, in compliance with this Privacy Notice, unless you inform us otherwise by means of the procedure identified below. If we decide to change this Privacy Notice, we will make an effort to post those changes on the Website. Each time we collect information from you following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you may submit in any manner that we may choose without notice or compensation to you.

If you have additional questions or comments, please let us know by sending your comments or requests to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
(888) 934-3354
privacy@fnf.com

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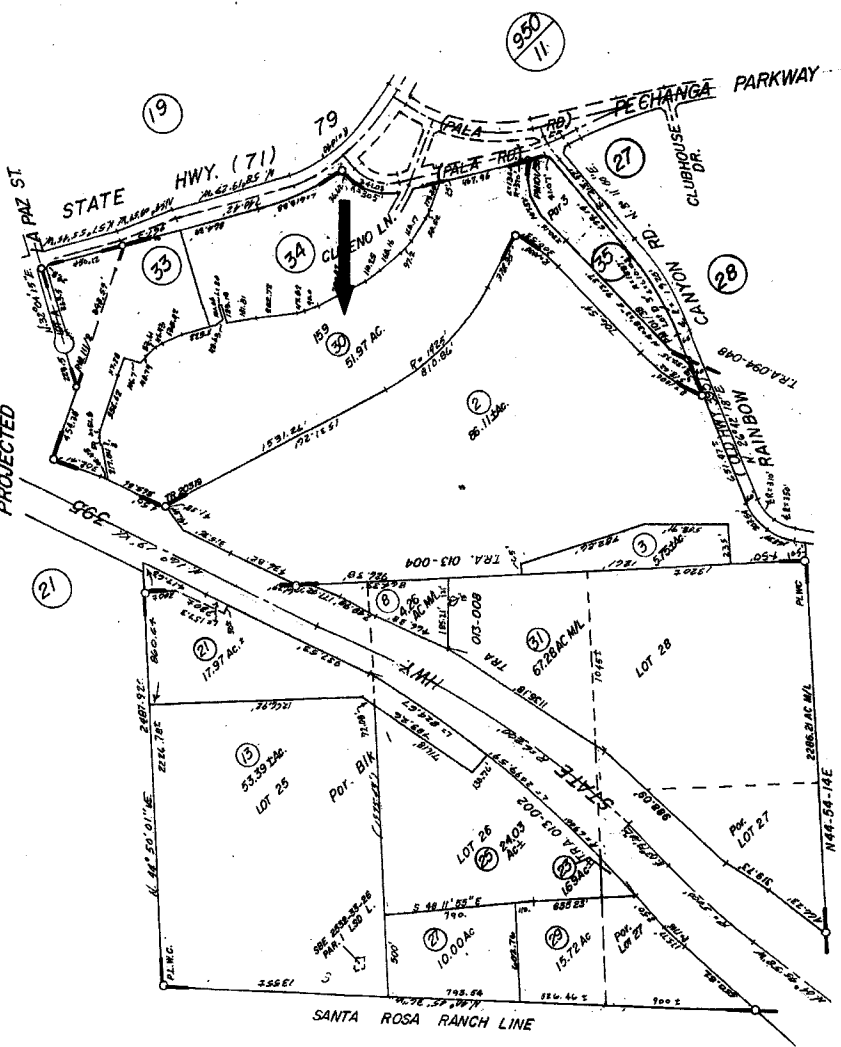
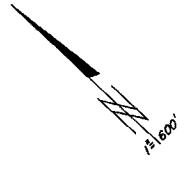
EFFECTIVE AS OF: MAY 1, 2015

20-50-1
20-17
922-22

T.R.A. 013-002
013-004
013-008

FOR TEMECULA RANCHO T.8S. R.2W.
(FOR RANCHO CALIFORNIA)
(FOR SECS. 18, 19, T.8S. R.2W.)
PROJECTED

THIS MAP IS FOR
ASSESSMENT PURPOSES ONLY



DATE	OLD AC.	NEW AC.
6/7/80	19	22.27
6/7/80	13	23.24
6/7/80	18	25.20
6/7/80	25	27.28
6/7/80	22	20.24
6/7/80	20	20.24
6/7/80	19	20.24
6/7/80	17	20.24
6/7/80	16	20.24
6/7/80	15	20.24
6/7/80	14	20.24
6/7/80	13	20.24
6/7/80	12	20.24
6/7/80	11	20.24
6/7/80	10	20.24
6/7/80	9	20.24
6/7/80	8	20.24
6/7/80	7	20.24
6/7/80	6	20.24
6/7/80	5	20.24
6/7/80	4	20.24
6/7/80	3	20.24
6/7/80	2	20.24
6/7/80	1	20.24

M.B. 181/54-58 Tract No. 20319
M.B. 13/601 SD. Temecula Rancho
M.B. 11/507 SD. Peabody Land & Water Co.

P.M. 101/38-41 Parcel Map No. 16598
P.M. 152/33-55 " " " 20375

DATA: 822-E
RS 56/80
RS 56/80
GSE-J
91480 7/73, 81438 7/73
STATE HWY. MAP 389
L.L. FOR

ASSESSOR'S MAP BK. 922 PG. 22
RIVERSIDE COUNTY, CALIF.

MAR. 1975

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14