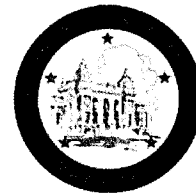


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.13

(ID # 11012)

MEETING DATE:

FROM: ECONOMIC DEVELOPMENT AGENCY (EDA):

Tuesday, December 17, 2019

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): Approval of Habitat Maintenance Services Agreement between Riverside-Corona Resource Conservation District and the County of Riverside for maintenance of conservation land within County Service Area 126; District 2; [\$34,445]; County Service Area 126 budget 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Habitat Maintenance Services Agreement between the Riverside-Corona Resource Conservation District and the County of Riverside on behalf of County Service Area 126; and
2. Authorize the Chairman of the Board to sign three (3) copies of the Agreement on behalf of the County of Riverside; and
3. Direct the Clerk of the Board to retain one (1) copy of the Agreement and return two (2) copies of the Agreement to the Economic Development Agency for distribution; and
4. Delegate contract management authority for the agreement to the Assistant County Executive Officer/ECD, in accordance with applicable Board policies.

ACTION:Consent

Robert Field, Assistant County Executive Officer/ECD 11/27/2019

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: December 17, 2019
xc: EDA

Kecia R. Harper
Clerk of the Board
By:
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$0	\$34,445.40	\$34,445.40	Previous year +2%
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: County Service Area 126 Budget 100%			Budget Adjustment:	No
			For Fiscal Year:	20/21

C.E.O. RECOMMENDATION: [CEO use]

BACKGROUND:

Summary

Specific Plan (SP) 323 Spring Mountain Ranch, is a residential development project within County Service Area 126. County Service Area 126 is authorized to collect special assessments in order to fund municipal services including, but not limited to, landscape maintenance. Planning Area 5 within SP 323 is comprised of 3 lots and has been designated as conservation land. Riverside-Corona Resource Conservation District, pursuant to California Public Resource Code section 9408, has been granted authority by the California Legislature to enter into agreements with public districts for the ownership and maintenance of conservation land. Upon execution of the proposed Habitat Maintenance Services Agreement, County Service Area 126 will fund the conservation efforts managed by Riverside-Corona Resource Conservation District.

Impact on Residents and Businesses

There are no anticipated negative financial impact on residents and businesses. Riverside-Corona Resource Conservation District is uniquely qualified and is the most cost efficient option for the conservation requirements; for which the costs have already been incorporated into the special assessments levied on the homes within Specific Plan 323.

Additional Fiscal Information

All costs associated with this agreement will be 100% funded by CSA budgets, thus no net county costs will be incurred and no departmental budget adjustment is required.

Contract History and Price Reasonableness

This is the first agreement of its kind that the Community and Cultural Services Division has entered into. However, considering the extensive knowledge of landscape maintenance and the costs associated with the performance of this service, the Community and Cultural Services Division feels that the funding level requested by Riverside-Corona Resource Conservation District is sufficient and reasonable. The Riverside-Corona Resource Conservation District is a non-profit local government agency authorized by the State of California to perform these services.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

Attachments:

- **Habitat Maintenance Services Agreement AATF**



Gregory E. Priamos, Director County Counsel 12/5/2019

HABITAT MAINTENANCE SERVICES AGREEMENT
BETWEEN THE RIVERSIDE-CORONA RESOURCE
CONSERVATION DISTRICT AND COUNTY SERVICE
AREA 126

This Maintenance Services Agreement (this "Agreement") is entered into this 17th day of ~~December~~, 2019, by and between the County of Riverside on behalf of the Community Services Division for Habitat Maintenance Services within County Service Area 126 (the "CSA"), and the Riverside-Corona Resource Conservation District, a governmental special district ("RCRCD"). The CSA and RCRCD are sometimes referred to in this Agreement individually as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS the Biological Opinion for the Spring Mountain Ranch Specific Plan 323 and Landfill Site, (FWS-WRIV-1281.3, FWS-WRIV-00B0014) ("Project") in the Unincorporated Community of Highgrove, Riverside County, California (the "BO") requires certain identified portions of the area known as PA-5 (east of Mt. Vernon Avenue, hereinafter "PA-5") to be transferred in fee title to RCRCD; and

WHEREAS, following the establishment by the Project's developer of appropriate flora therein, and subject to resource agency approval thereof (the "Approval"), RCRCD intends to manage PA-5 under the financing structure described herein; and

WHEREAS, more specifically, pursuant to a certain donataion agreement made by and between the Project's developer and RCRCD, the Project's developer intends to transfer to RCRCD, and RCRCD will accept and ultimately assume the responsibility for maintaining in perpetuity, three parcels in PA-5 which comprise 3.797 acres in total, as further defined below.

WHEREAS, the BO requires that the Project's developer shall provide funding to RCRCD in the form and amount sufficient to fund the monitoring and long-term management of these conservation lands in perpetuity and subject to resource agency approval; and

WHEREAS, the CSA is willing and preparing to fund, on an annual basis, the cost of the Activities, as further defined below, which are to be performed by RCRCD on the land in PA-5 which will be transferred to RCRCD; and

WHEREAS, pursuant to California Public Resources Code section 9408, the California Legislature has granted RCRCD authority to enter into agreements with any county or other public district in furtherance of the provisions of Division 9 of the Public Resources Code and to that end may use such funds available to the District for accomplishing the purposes of the District; and

WHEREAS, the Parties wish to memorialize their common understandings by entering into this Agreement.

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AGREEMENT

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms and conditions contained herein, and pursuant to the laws of the State of California, the CSA and RCRC D hereby agree as follows:

1. RCRC D Acceptance of Land Donation without Endowment: In reliance on this Agreement, and in accordance with the afore-mentioned donation agreement, RCRC D intends to accept the donation from the Project's developer of the land parcels that are more particularly described and depicted, respectively, in Exhibits "A-1" and "A-2" hereto (the "RCRC D PA-5 Parcels") without any demand for an endowment from the Project's developer in connection with such transfer.

2. RCRC D Commitment to Long-Term, Perpetual Habitat Maintenance Activities: RCRC D intends to perform the long-term, perpetual maintenance of the RCRC D PA-5 Parcels by undertaking the activities generally described in Exhibit "B" (the "Activities") subject to and dependent upon the financing provided annually by the CSA. If the CSA, or its successors in interest, fail to provide the required annual financing in any one or any combination of years to RCRC D, RCRC D's duties and responsibilities under this Agreement shall be suspended until such financings is restored. Furthermore, CSA will be responsible for maintaining the RCRC D PA-5 Parcels during this suspension period and securing and conforming to necessary regulatory permits to do so, *provided* that the CSA's obligation pursuant hereto is subject to the availability to the CSA of assessment monies sufficient to undertake such maintenance.

3. Access. RCRC D will have access to the RCRC D PA-5 Parcels by way of an access easement granted to RCRC D by the Project's developer in order to carry out the Activities. If the Project's developer, any homeowner in the Project area or subsequent owner of the Project, or their successors in interest interfere with RCRC D's reasonable access to conduct the Activities, RCRC D's duties and responsibilities under this Agreement shall be suspended until such access is restored.

4. Annual Funding from CSA of Estimated Costs for Activities:

- a. Subject to the availability of funds, commencing on or about May 1, 2021, the CSA shall pay to RCRC D an annual amount of funding from assessments made and collected in connection with the Project. The initial year's remittance from the CSA to RCRC D shall be \$ 34,445.40, as calculated in Exhibit "C" hereto (the "Initial CSA Maintenance Funding"). The initial year's remittance is based on the projected costs reflected on Exhibit C-1 hereto.
- b. Following the CSA's contribution to RCRC D of the Initial Maintenance Funding as specified in subparagraph 4(a) above, the CSA shall each year thereafter fund RCRC D an amount which shall be at least two percent (2%) greater than the prior year's contribution from the CSA to RCRC D. The amount, if any, by which a given year's contribution from the CSA to RCRC D shall exceed the prior year's contribution from the CSA to RCRC D

shall be determined solely by the CSA, *provided, however*, that the CSA will determine any amount over the two percent consistent with its treatment of assessments generally relative to the Project as a whole.

- c. The Parties anticipate that RCRCDD may and will, initially and from time to time, accumulate and hold in reserve contributions that it receives from the CSA in order to provide a rate stabilization fund for those future years in which the costs of the Activities may exceed the CSA contribution for the respective year. RCRCDD shall account for all such contributions, their expenditure, and the rate stabilization fund as a discrete account pertaining to the RCRCDD PA-5 Parcels and the CSA's funding related thereto. In particular, the Parties anticipate that RCRCDD will establish and collect the rate stabilization fund while the Project's developer undertakes and completes the establishment of appropriate flora on the RCRCDD PA-5 Parcels pursuant to a right of entry agreement between the Project's developer and RCRCDD, which will both accompany the transfer of the RCRCDD PA-5 Parcels from the Project's developer to RCRCDD and specify both the conditions and timing of the transfer of the maintenance obligation from the Project's developer to RCRCDD.
- d. Upon written request from the CSA, or with such frequency as the CSA may from time to time reasonably prescribe, RCRCDD will provide an accounting of the cost of the Activities incurred and paid for with the CSA's funding provided pursuant to this Agreement, and the status of RCRCDD's rate stabilization fund.

5. RCRCDD's Streambed Alteration Agreement. RCRCDD is permitted through the California Department of Fish and Wildlife to conduct the Activities pursuant to its Streambed Alteration Agreement (Notification No. 1600-2007-0088-R6 (Revision 1) ("1600 Permit"). The 1600 Permit is non-transferable and will not be available for use by any others for undertaking the Activities. The Parties hereby acknowledge and agree that any changes required to the 1600 Permit may alter the Activities to be performed by RCRCDD.

6. Transferability; Right of Enforcement: The Agreement is non-transferable and may be enforced by the Parties. The CSA's right to enforce the terms of this Agreement shall not be assigned, conveyed, or otherwise transferred, by contract, agreement or by operation of law, to any successor or any other person or entity without RCRCDD's express written agreement. RCRCDD's agreement to such transfer may be made contingent upon amendment of this Agreement. Under no circumstance shall any individual homeowner within the Project area have any enforcement rights under this Agreement as against RCRCDD.

7. Cancellation: This Agreement shall continue to renew annually until any default or breach of this Agreement by either Party hereto which has not been cured within thirty (30) days after notice of such default by the other Party, or such later time as is reasonably necessary, as mutually agreed upon by both Parties hereto, if the default cannot be reasonably cured within such a thirty (30) day period. The non-defaulting Party shall be entitled to all rights and remedies available under law and equity.

8. Notices. Any notice, demand, request, consent, approval, or communication that either Party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To RCRCD at:

Riverside-Corona Resource
Conservation District (RCRCD)
4500 Glenwood Drive, Building A
Riverside, CA 92501
Attn: District Manager

To CSA at:

County of Riverside on behalf of
County Service Area 126
3403 10th Street, Suite 400
Riverside, CA 92501
Attn: Assistant Director, Community and
Cultural Services Division

or to such other address as a Party may designate by written notice to the other.

9. Controlling Law; Venue. The interpretation and performance of this Agreement shall be governed by the laws of the State of California. All actions and proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State and federal (if permitted by law and a Party elects to file an action in federal court) courts located in the County of Riverside, state of California.

10. Entire Agreement. This instrument, including exhibits, sets forth the entire agreement of the Parties with respect to the Activities and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Activities, all of which are merged herein.

11. Amendment. This Agreement shall not be changed, modified or amended except upon the written consent of the Parties hereto.

12. Attorneys' Fees. The prevailing Party in any litigation or any arbitration agreed to by the Parties brought to enforce or interpret this Agreement shall be entitled to recover its attorneys' fees and all costs of litigation/arbitration including, but not limited to, expert witness fees, in addition to any other relief to which it may be entitled. Fees and costs not included within those allowed by Code of Civil Procedure § 1033.5 shall be set forth in the Parties' pleadings and shall be proved in a bifurcated trial before the trial judge alone, the right to trial by jury being hereby waived, after the conclusion of the trial on all other issues.

13. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

14. Severability. If any provision, clause, sentence or paragraph of this Agreement shall be held invalid by any court of competent authority, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Agreement are severable.

15. Counterparts. This Agreement may be executed in several counterparts, each of

which shall be an original and all of which shall constitute but one and the same instrument.

16. Authority. Each Party to this Agreement warrants to the other that it is duly organized and existing and that it and the respective signatories have full right and authority to enter into and consummate this Agreement and all related documents and bind the parties thereto.

RIVERSIDE CORONA RESOURCE
CONSERVATION DISTRICT,
a California resource conservation district

COUNTY OF RIVERSIDE ON BEHALF OF
THE COMMUNITY AND CULTURAL
SERVICES DIVISION

Name: Alfred B. Bonnett, Jr.

Title: President

Date: 10/15/19

Name: KEVIN JEFFRIES

Title: Chairman

Date: DEC 17 2019

FORM APPROVED COUNTY COUNSEL

BY DAVID M. MCCARTHY 5 Dec. 2019
DATE

ATTEST:

KECIA R. HARPER, Clerk

By KECIA R. HARPER
DEPUTY

EXHIBITS A-1 and A-2

DESCRIPTION AND DEPICTION OF

RCRCD PA-5 PARCELS

(pages follow)

EXHIBIT "A-1"

LEGAL DESCRIPTION

**OMNIBUS TRANSFER AGREEMENT
RIVERSIDE-CORONA RESOURCE CONSERVATION DISTRICT**

Parcel 1:

That portion of Parcel B of Lot Line Adjustment No. LLA 05559 in the Unincorporated Territory of the County of Riverside, State of California as described in the document recorded December 9, 2016 as Instrument No. 2016-0549376 of Official Records in the Office of the County Recorder of said Riverside County, being a portion of Lot 5, Lot 6 and Lot 7 of Map of Eureka, as shown on the map recorded in Book 4, Page 67 of Maps in the Office of said Riverside County Recorder, lying within Section 9, Township 2 South, Range 4 West, San Bernardino Meridian, described as follows:

BEGINNING at the easterly terminus of that certain course described as "NORTH 89°15'50" WEST, A DISTANCE OF 18.23 FEET" for a portion of Parcel B in the easement deed to the County of Riverside recorded November 7, 2008 as Instrument No. 2008-0592600 of Official Records in the Office of said Riverside County Recorder;

Thence along the general southerly line of said Parcel B North 89°15'50" West 18.23 feet;

Thence continuing along said southerly line of Parcel B South 54°16'15" West 11.02 feet;

Thence leaving said southerly line of Parcel B South 35°43'45" East 12.11 feet to the beginning of a tangent curve concave westerly and having a radius of 45.00 feet;

Thence along said curve southerly 48.09 feet through a central angle of 61°13'41";

Thence tangent from said curve South 25°29'56" West 43.26 feet to a point on a non-tangent curve concave northeasterly and having a radius of 430.00 feet, a radial line of said curve from said point bears North 36°30'49" East;

Thence along said curve southeasterly 77.62 feet through a central angle of 10°20'32" to an intersection with a non-tangent curve concave southerly and having a radius of 107.00 feet, a radial line of said curve from said intersection bears South 16°08'58" East;

Thence along said curve easterly 30.76 feet through a central angle of 16°28'13";

Thence tangent from said curve South 89°40'45" East 53.00 feet to the beginning of a tangent curve concave southerly and having a radius of 107.00 feet;

Thence along said curve easterly 30.45 feet through a central angle of 16°18'28";

Thence tangent from said curve South 73°22'17" East 20.10 feet to the beginning of a tangent curve concave northwesterly and having a radius of 8.00 feet;

Thence along said curve easterly 7.95 feet through a central angle of 56°57'45";

Thence tangent from said curve North 49°39'58" East 32.42 feet to the beginning of a tangent curve concave northwesterly and having a radius of 43.00 feet;

Thence along said curve northeasterly 22.25 feet through a central angle of 29°38'29";

Thence tangent from said curve North 20°01'29" East 4.55 feet to a point hereinafter referred to as **Point "A"**;

Thence North 69°58'31" West 108.88 feet to the beginning of a tangent curve concave northeasterly and having a radius of 330.00 feet;

Thence along said curve northwesterly 127.11 feet through a central angle of 22°04'08" to the **POINT OF BEGINNING**.

CONTAINING: 0.424 acres, more or less.

Parcel 2:

That portion of Parcel B of Lot Line Adjustment No. LLA 05559 in the Unincorporated Territory of the County of Riverside, State of California as described in the document recorded December 9, 2016 as Instrument No. 2016-0549376 of Official Records in the Office of the County Recorder of said Riverside County, being a portion of Lot 6, Lot 7 and Lot 8 of Map of Eureka, as shown on the map recorded in Book 4, Page 67 of Maps in the Office of said Riverside County Recorder, lying within Sections 9 and 16, Township 2 South, Range 4 West, San Bernardino Meridian, described as follows:

COMMENCING at **Point "A"** described in Parcel 1 above;

Thence South 69°58'31" East 14.00 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing South 69°58'31" East 173.06 feet to the beginning of a tangent curve concave southwesterly and having a radius of 770.00 feet;

Thence along said curve southeasterly 236.82 feet through a central angle of 17°37'19";

Thence tangent from said curve South 52°21'12" East 213.68 feet to the beginning of a tangent curve concave southwesterly and having a radius of 1420.00 feet;

Thence along said curve southeasterly 21.50 feet through a central angle of 00°52'03", a radial line of said curve bears S 38°30'51" W;

Thence S 37°05'18" W 115.19 feet;

Thence S 01°12'05" W 45.74 feet;

Thence S 10°38'45" E 43.85 feet;

Thence S 03°12'23" E 59.80 feet;

Thence S 33°26'00" E 34.26 feet;

Thence S 10°00'15" W 114.60 feet;

Thence S 00°10'47" W 215.07 feet;

Thence S 01°50'59" E 70.40 feet to the beginning of a tangent curve concave northwesterly and having a radius of 20.00 feet;

Thence along said curve southerly 21.71 feet through a central angle of 62°11'07";

Thence S 60°20'08" W 31.69 feet to the beginning of a tangent curve concave northeasterly and having a radius of 18.00 feet;

Thence along said curve southwesterly 33.28 feet through a central angle of 105°55'13";

Thence N 13°44'39" W 17.48 feet;

Thence N 13°56'36" W 113.29 feet;

Thence N 15°20'38" W 63.27 feet to the beginning of a tangent curve concave easterly and having a radius of 43.00 feet;

Thence along said curve northerly 16.62 feet through a central angle of 22°08'46";

Thence N 06°48'08" E 69.13 feet to the beginning of a tangent curve concave Westerly and having a radius of 107.00 feet;

Thence along said curve northerly of 22.93 feet through a central angle of 12°16'50";

Thence N 05°28'42" W 134.12 feet to the beginning of a tangent curve concave easterly and having a radius of 193.00 feet;

Thence along said curve northerly 51.63 feet through a central angle of 15°19'35";

Thence N 09°50'53" E 46.44 feet to the beginning of a tangent curve concave westerly and having a radius of 207.00 feet;

Thence along said curve northerly 34.98 feet through a central angle of 09°40'58";

Thence N 00°09'55" E 61.68 feet to the beginning of a tangent curve concave westerly and having a radius of 107.00 feet;

Thence along said curve northerly 36.68 feet through a central angle of 19°38'24";

Thence N 19°28'29" W 27.36 feet to the beginning of a tangent curve concave southwesterly and having a radius of 132.00 feet;

Thence along said curve northerly 101.57 feet through a central angle of 44°05'12";

Thence N 63°33'41" W 112.81 feet to the beginning of a tangent curve concave northeasterly and having a radius of 193.00 feet;

Thence along said curve northwesterly 39.64 feet through a central angle of 11°46'05";

Thence N 51°47'36" W 130.61 feet to the beginning of a tangent curve concave southwesterly and having a radius of 207.00 feet;

Thence along said curve northwesterly 77.96 feet through a central angle of 21°34'41";

Thence N 73°22'17" W 41.21 feet to the beginning of a tangent curve concave easterly and having a radius of 3.00 feet;

Thence along said curve westerly 6.44 feet through a central angle of 123°02'15";

Thence N 49°39'58" E 22.13 feet to the beginning of a tangent curve concave northwesterly and having a radius of 57.00 feet;

Thence along said curve northeasterly 29.49 feet through a central angle of 29°38'29";

Thence N 20°01'29" E 4.55 feet to the **TRUE POINT OF BEGINNING**.

CONTAINING: 2.860 acres, more or less.

Parcel 3:

That portion of Parcel C of Lot Line Adjustment No. LLA 05559 in the Unincorporated Territory of the County of Riverside, State of California as described in the document recorded December 9, 2016 as Instrument No. 2016-0549376 of Official Records in the Office of the County Recorder of said Riverside County, being a portion of Lot 3 of Map of Eureka, in the Unincorporated Territory of the County of Riverside, State of California, as shown on the map recorded in Book 4, Page 67 of Maps in the Office of said Riverside County Recorder, lying within Sections 9 and 10, Township 2 South, Range 4 West, San Bernardino Meridian, described as follows:

COMMENCING at the easterly terminus of that certain course described as "North 87°29'09" West 2181.60 feet" for a portion of the southerly line of Parcel 1 (Pigeon Pass Road) on the Public Street and Utility Easement to the County or Riverside recorded September 11, 2014 as Instrument No. 2014-0344361 of Official Records in the Office of said Riverside County Recorder;

Thence along said southerly line North 87°29'09" West 1834.11 feet;

Thence South 02°30'51" West 45.17 feet to the beginning of a tangent curve concave northeasterly and having a radius of 32.00 feet;

Thence along said curve southeasterly 36.46 feet through a central angle of 65°17'04";

Thence tangent from said curve South 62°46'13" East 67.50 feet to the beginning of a tangent curve concave northeasterly and having a radius of 50.00 feet;

Thence along said curve easterly 29.36 feet through a central angle of 33°38'53";

Thence tangent from said curve North 83°34'54" East 31.18 feet to the beginning of a tangent curve concave southwesterly and having a radius of 80.00 feet;

Thence along said curve easterly 80.46 feet through a central angle of 57°37'24";

Thence tangent from said curve South 38°47'42" East 115.19 feet to the beginning of a tangent curve concave northeasterly and having a radius of 193.00 feet;

Thence along said curve southeasterly 40.58 feet through a central angle of 12°02'53";

Thence tangent from said curve South 50°50'35" East 68.70 feet to the beginning of a tangent curve concave northeasterly and having a radius of 507.00 feet;

Thence along said curve southeasterly 105.25 feet through a central angle of 11°53'41";

Thence tangent from said curve South 62°44'16" East 57.65 feet to the beginning of a tangent curve concave southwesterly and having a radius of 293.00 feet;

Thence along said curve southeasterly 66.07 feet through a central angle of 12°55'13";

Thence tangent from said curve South 49°49'03" East 27.09 feet to the beginning of a tangent curve concave northeasterly and having a radius of 307.00 feet;

Thence along said curve southeasterly 95.43 feet through a central angle of 17°48'39";

Thence tangent from said curve South 67°37'42" East 37.82 feet to the beginning of a tangent curve concave southwesterly and having a radius of 43.00 feet;

Thence along said curve southeasterly 14.72 feet through a central angle of 19°37'02";

Thence radially from said curve North 41°59'20" East 7.00 feet to the **TRUE POINT OF BEGINNING**;

Thence South 48°00'40" East 81.10 feet to the beginning of a tangent curve concave northeasterly and having a radius of 50.00 feet;

Thence along said curve southeasterly 5.83 feet through a central angle of 06°40'43";

Thence tangent from said curve South 54°41'23" East 125.97 feet;

Thence South 58°11'52" East 86.43 feet to the beginning of a tangent curve concave southwesterly and having a radius of 500.00 feet;

Thence along said curve southeasterly 34.97 feet through a central angle of 04°00'28";

Thence tangent from said curve South 54°11'24" East 101.63 feet to the beginning of a tangent curve concave northeasterly and having a radius of 200.00 feet;

Thence along said curve southeasterly 25.24 feet through a central angle of 07°13'47";

Thence tangent from said curve South 61°25'11" East 39.91 feet to the beginning of a tangent curve concave southwesterly and having a radius of 100.00 feet;

Thence along said curve southeasterly 33.13 feet through a central angle of 18°58'56";

Thence tangent from said curve South 42°26'15" East 19.92 feet;
Thence North 52°49'52" East 58.27 feet;
Thence North 39°18'20" West 57.52 feet;
Thence South 74°00'25" West 31.92 feet;
Thence North 58°16'21" West 22.83 feet;
Thence North 42°45'54" West 42.11 feet;
Thence North 66°21'59" West 46.83 feet;
Thence North 69°17'12" West 50.50 feet;
Thence North 46°59'24" West 52.27 feet;
Thence North 56°29'54" West 14.63 feet;
Thence North 63°58'58" West 55.51 feet;
Thence North 42°40'55" West 56.59 feet;
Thence North 54°21'29" West 31.36 feet;
Thence North 82°48'06" West 38.75 feet;
Thence North 53°35'45" West 84.90 feet;
Thence South 59°30'47" West 21.54 feet to the **TRUE POINT OF BEGINNING.**

CONTAINING: 0.513 acres, more or less.

EXHIBIT "A-2" attached hereto and by this reference made a part hereof.

This description was prepared
by me or under my direction.

R V Bañuelos
Ron V. Bañuelos, PLS 7940

Date: 09/24/2019

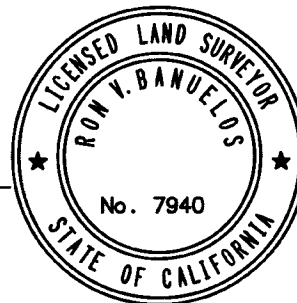
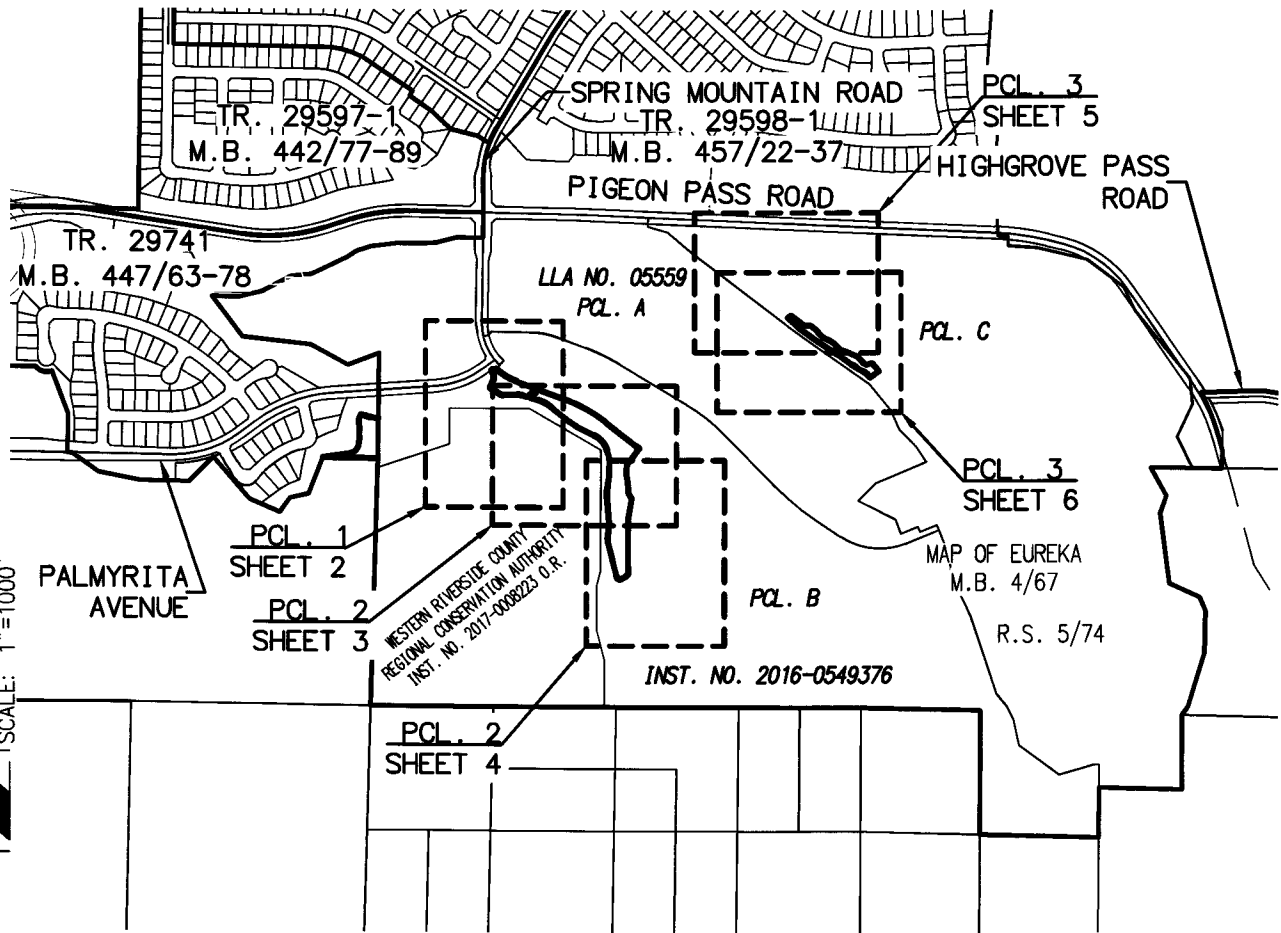
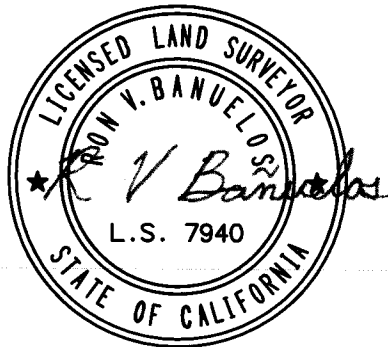
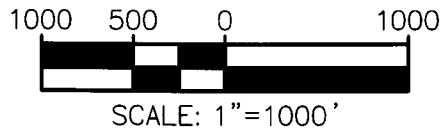


EXHIBIT "A-2"



SCALE: 1"=1000'

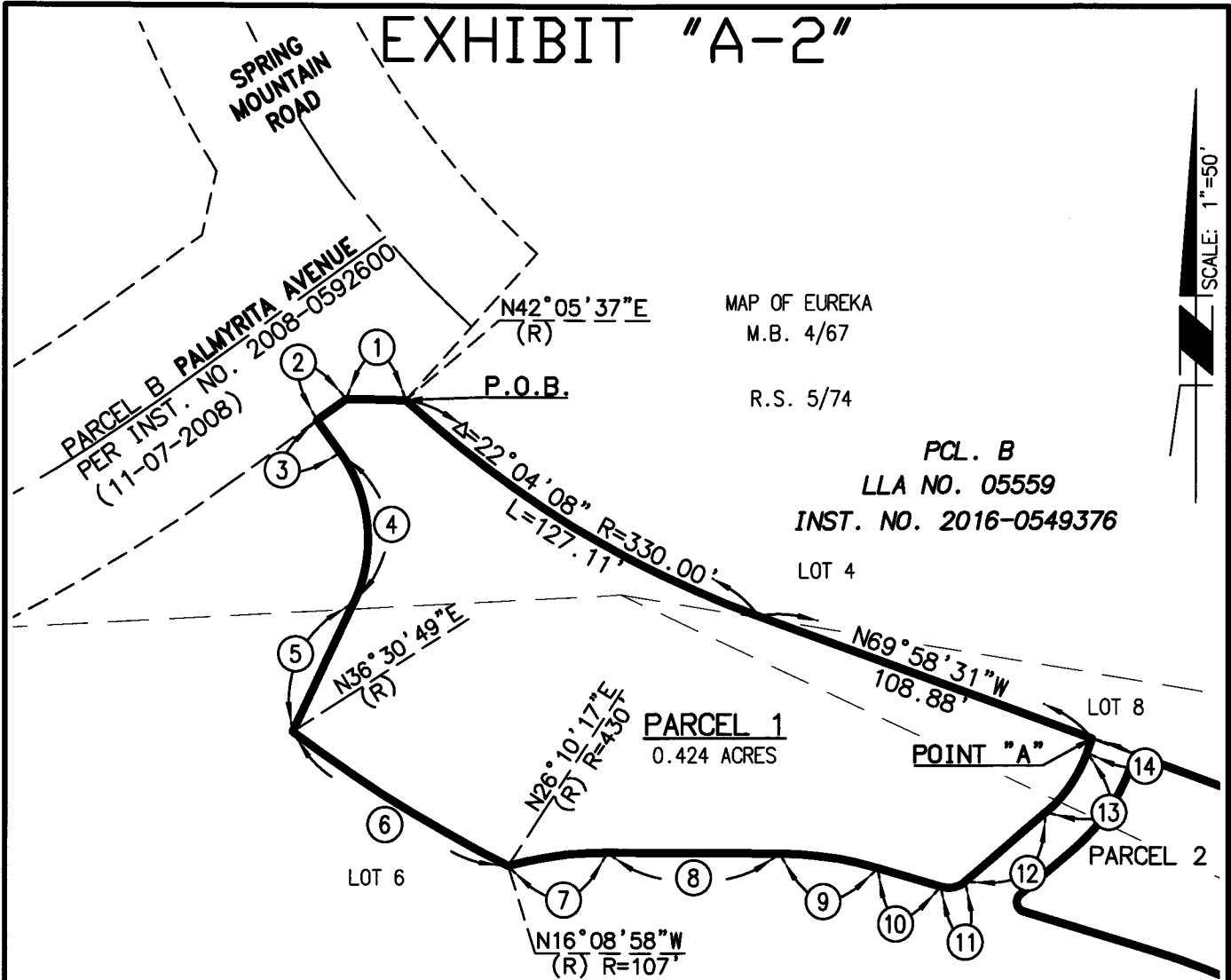


OMNIBUS TRANSFER AGREEMENT
RIVERSIDE-CORONA
RESOURCE CONSERVATION DISTRICT
SECTIONS 9, 10 & 16, T.2S., R.4W., S.B.M.

SHEET 1 OF 6 SHEETS

Michael Baker
INTERNATIONAL

EXHIBIT "A-2"



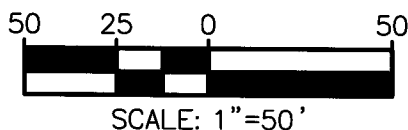
SCALE: 1"=50'

DATA TABLE

NO	BEARING/DELTA	RADIUS	LENGTH
1	N89°15'50"W	--	18.23'
2	S54°16'15"W	--	11.02'
3	S35°43'45"E	--	12.11'
4	61°13'41"	45.00'	48.09'
5	S25°29'56"W	--	43.26'
6	10°20'32"	430.00'	77.62'
7	16°28'13"	107.00'	30.76'

DATA TABLE

NO	BEARING/DELTA	RADIUS	LENGTH
8	S89°40'45"E	--	53.00'
9	16°18'28"	107.00'	30.45'
10	S73°22'17"E	--	20.10'
11	56°57'45"	8.00'	7.95'
12	N49°39'58"E	--	32.42'
13	29°38'29"	43.00'	22.25'
14	N20°01'29"E	--	4.55'



OMNIBUS TRANSFER AGREEMENT
RIVERSIDE-CORONA
RESOURCE CONSERVATION DISTRICT
SECTION 9, T.2S., R.4W., S.B.M.

SHEET 2 OF 6 SHEETS

Michael Baker
INTERNATIONAL

EXHIBIT "A-2"

I.P.O.B.

PARCEL 1

P.O.C.

POINT "A"

S69°58'31"E
173.06'

LOT 8

PCL. B

LLA NO. 05559

INST. NO. 2016-0549376

LOT 6

PARCEL 2
2.860 ACRES

MAP OF EUREKA

M.B. 4/67

R.S. 5/74

DATA TABLE

NO	BEARING/DELTA	RADIUS	LENGTH
15	S69°58'31"E	--	14.00'
16	00°52'03"	1420.00'	21.50'
17	S01°12'05"W	--	45.74'
18	S10°38'45"E	--	43.85'
33	09°40'58"	207.00'	34.98'
34	N00°09'55"E	--	61.68'
35	19°38'24"	107.00'	36.68'
36	N19°28'29"W	--	27.36'
37	44°05'12"	132.00'	101.57'
38	11°46'05"	193.00'	39.64'
39	21°34'41"	207.00'	77.96'
40	N73°22'17"W	--	41.21'
41	123°02'15"	3.00'	6.44'
42	N49°39'58"E	--	22.13'
43	29°38'29"	57.00'	29.49'
44	N20°01'29"E	--	4.55'

WESTERN RIVERSIDE COUNTY
REGIONAL CONSERVATION AUTHORITY
INST. NO. 2017-008223 O.R.

S52°21'12"E
213.68'

N63°33'41"W
112.81'

WESTERN RIVERSIDE COUNTY
REGIONAL CONSERVATION AUTHORITY
INST. NO. 2017-008223 O.R.

LOT 7

S37°05'18"W
115.19'

80 40 0 80

SCALE: 1"=80'

OMNIBUS TRANSFER AGREEMENT
RIVERSIDE-CORONA
RESOURCE CONSERVATION DISTRICT

SECTIONS 9 & 16, T.2S., R.4W., S.B.M.

SHEET 3 OF 6 SHEETS

Michael Baker

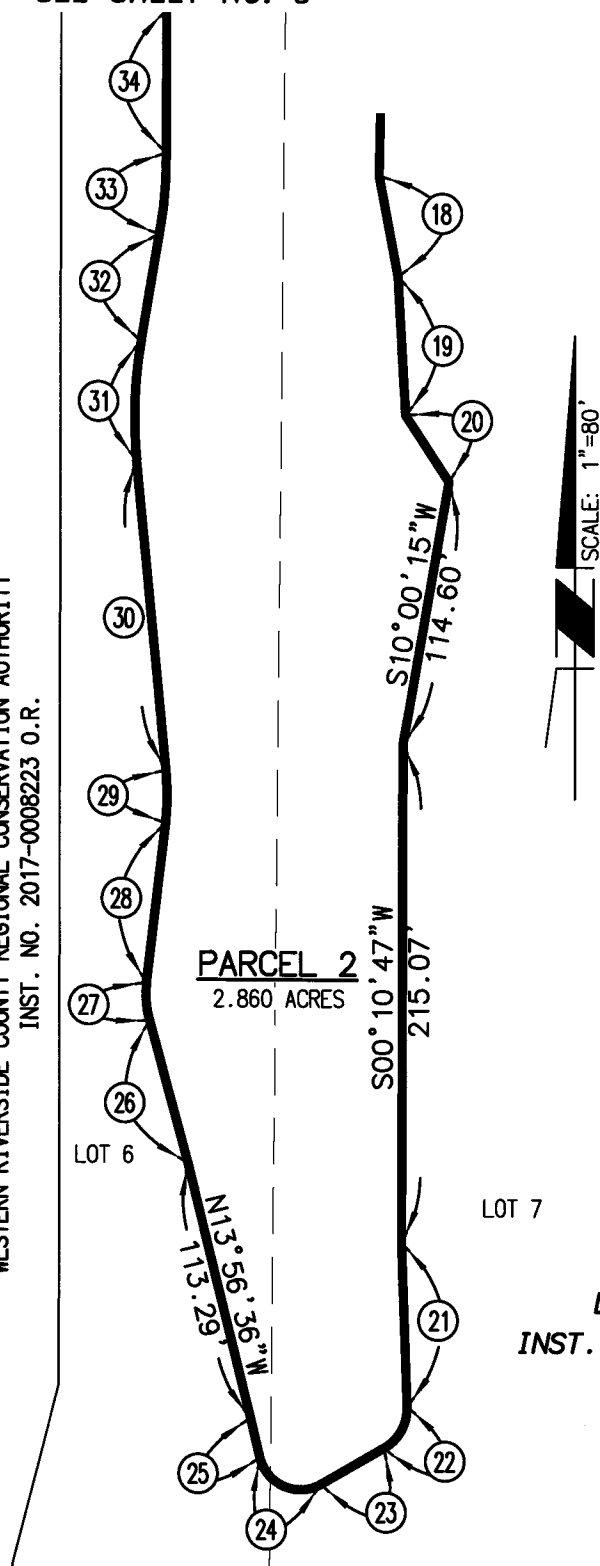
INTERNATIONAL

SEE SHEET NO. 4

SEE SHEET NO. 3

EXHIBIT "A-2"

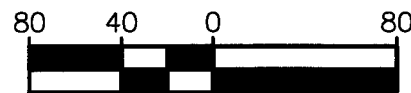
WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY
INST. NO. 2017-0008223 O.R.



DATA TABLE			
NO	BEARING/DELTA	RADIUS	LENGTH
18	S10°38'45"E	--	43.85'
19	S03°12'23"E	--	59.80'
20	S33°26'00"E	--	34.26'
21	S01°50'59"E	--	70.40'
22	62°11'07"	20.00'	21.71'
23	S60°20'08"W	--	31.69'
24	105°55'13"	18.00'	33.28'
25	N13°44'39"W	--	17.48'
26	N15°20'38"W	--	63.27'
27	22°08'46"	43.00'	16.62'
28	N06°48'08"E	--	69.13'
29	12°16'50"	107.00'	22.93'
30	N05°28'42"W	--	134.12'
31	15°19'35"	193.00'	51.63'
32	N09°50'53"E	--	46.44'
33	09°40'58"	207.00'	34.98'
34	N00°09'55"E	--	61.68'

MAP OF EUREKA
M.B. 4/67
R.S. 5/74

PCL. B
LLA NO. 05559
INST. NO. 2016-0549376



SCALE: 1"=80'

SHEET 4 OF 6 SHEETS

Michael Baker

INTERNATIONAL

OMNIBUS TRANSFER AGREEMENT
RIVERSIDE-CORONA
RESOURCE CONSERVATION DISTRICT
SECTIONS 9 & 16, T.2S., R.4W., S.B.M.

EXHIBIT "A-2"

TRACT NO. 29598-1
M.B. 457/22-37

PARCEL 1
PER INST. NO. 2014-0344361 O.R.
(9-11-2014)

PIGEON PASS ROAD
N87°29'09"W 1834.11'

LOT 2 P.O.C.

DATA TABLE			
NO	BEARING/DELTA	RADIUS	LENGTH
46	S02°30'51"W	---	45.17'
47	S65°17'04"E	32.00'	36.46'
48	S62°46'13"E	---	67.50'
49	S33°38'53"E	50.00'	29.36'
50	N83°34'54"E	---	31.18'
51	S73°37'24"E	80.00'	80.46'
52	S38°47'42"E	---	115.19'
53	S12°02'53"E	193.00'	40.58'
54	S50°50'35"E	---	68.70'
55	S11°53'41"E	507.00'	105.25'
56	S62°44'16"E	---	57.65'
57	S12°55'13"E	293.00'	66.07'
58	S49°49'03"E	---	27.09'
59	S17°48'39"E	307.00'	95.43'
60	S67°37'42"E	---	37.82'
61	S19°37'02"E	43.00'	14.72'
62	N41°59'20"E	---	7.00'

MAP OF EUREKA
M.B. 4/67
R.S. 5/74

LOT 8

LOT 3

PCL. C
LLA NO. 05559
INST. NO. 2016-0549376

T.P.O.B.
PCL. 3

LOT 4

PARCEL 3
SEE SHT. 6

PCL. A
LLA NO. 05559
INST. NO. 2016-0549376

PCL. B



SCALE: 1"=200'

SHEET 5 OF 6 SHEETS

Michael Baker
INTERNATIONAL

OMNIBUS TRANSFER AGREEMENT
RIVERSIDE-CORONA
RESOURCE CONSERVATION DISTRICT
SECTIONS 9 & 10, T.2S., R.4W., S.B.M.

EXHIBIT "A-2"

SCALE: 1"=100'

LOT 3

PCL. C

LLA NO. 05559

INST. NO. 2016-0549376

DATA TABLE			
NO	BEARING/DELTA	RADIUS	LENGTH
56	S62°44'16"E	---	57.65'
57	12°55'13"	293.00'	66.07'
58	S49°49'03"E	---	27.09'
59	17°48'39"	307.00'	95.43'
60	S67°37'42"E	---	37.82'
61	19°37'02"	43.00'	14.72'
62	S41°59'20"W	---	7.00'
63	S48°00'40"E	---	81.10'
64	06°40'43"	50.00'	5.83'
65	S58°11'52"E	---	86.43'
66	04°00'28"	500.00'	34.97'
67	07°13'47"	200.00'	25.24'
68	S61°25'11"E	---	39.91'
69	18°58'56"	100.00'	33.13'
70	S42°26'15"E	---	19.92'
71	N52°49'52"E	---	58.27'

T.P.O.B.

LOT 4

NO	BEARING/DELTA	RADIUS	LENGTH
72	N39°18'20"W	---	57.52'
73	S74°00'25"W	---	31.92'
74	N58°16'21"W	---	22.83'
75	N42°45'54"W	---	42.11'
76	N66°21'59"W	---	46.83'
77	N69°17'12"W	---	50.50'
78	N46°59'24"W	---	52.27'
79	N56°29'54"W	---	14.63'
80	N63°58'58"W	---	55.51'
81	N42°40'55"W	---	56.59'
82	N54°21'29"W	---	31.36'
83	N82°48'06"W	---	38.75'
84	N53°35'45"W	---	84.90'
85	S59°30'47"W	---	21.54'

MAP OF EUREKA

M.B. 4/67

R.S. 5/74

PARCEL 3

0.513 ACRES

101.63'

S54°11'24"E

PCL. A

LLA NO. 05559

INST. NO. 2016-0549376

LOT 8

SHEET 6 OF 6 SHEETS

OMNIBUS TRANSFER AGREEMENT
RIVERSIDE-CORONA
RESOURCE CONSERVATION DISTRICT
SECTIONS 9 & 10, T.2S., R.4W., S.B.M.

Michael Baker

INTERNATIONAL

EXHIBIT B

DESCRIPTION OF ACTIVITIES

Summary of Resource Management Plan Components Monitoring, Reporting, and Follow-up

TASK	ACTION NECESSARY	FREQUENCY	SPECIFIC REPORTING REQUIRE-MENTS	FOLLOW-UP REQUIRE- MENTS	RESPONSIBLE PARTY
Education of Residents of Spring Mountain Ranch	Education Pamphlet To be provided in new homeowner escrow documentation	To be provided in new homeowner escrow documentation Optional Continuing Education	Draft Pamphlet to USFWS prior to sale of first home	None	Project Environmental Consultant (Completed in 2015)
Non-native Plant Species Eradication	Survey	Annually	Memo	Survey and Verification Memo	Resource Manager
Trash Removal	Survey	Quarterly	Memo	Survey and Verification Memo	Resource Manager
Post Natural Catastrophe Monitoring & Repair	Survey	As-needed	Post Catastrophe Letter Report	Remedial Action Plan and Implementation	Resource Manager
Monitoring Sites	Monitor weed infestation, illegal dumping, trespassing, fence damage, sign damage	Quarterly + 1 Storm Events over 2 Inches			Resource Manager
General Wildlife Survey	Survey	Estimate - Years 2023, 2028, 2033, 2038, 2043, 2048, 2053, 2058	Included in Annual Summary Report	None	Resource Manager
Signs	Sign Replacement	Annually	Replaced Damaged Signs	None	Resource Manager
Annual Activity Report	Prepare Summary Report Submit to Resource Agencies	Annually by January 31 of Year Following When Activities Were Conducted	Brief Summary of Activities Conducted Throughout the Year	None	Resource Manager

EXHIBIT C and C-1
COMPUTATIONS OF
CSA FUNDING CONTRIBUTIONS
THE BASES THEREOF

(pages follow)

Exhibit C
Riverside-Corona Resource Conservation District
Spring Mountain Ranch - PA 5, Parcel 1, 2, & 3
CSA 126 Annual Funding Schedule
May 28, 2019

<u>Fiscal Year</u>	<u>Lots Levied (a)</u>	<u>RCRCD Funding Requirement (b)</u>	<u>Administrative Transfer Charge (c)</u>	<u>RCRCD Levy Requirement (d)</u>	<u>Net Annual Transfer to RCRCD (e)</u>	<u>RCRCD Funding Transfer Date (f)</u>
2020 - 2021	523	\$34,445.40	\$688.91	\$35,134.31	\$34,445.40	May 1, 2021
2021 - 2022	523	\$35,134.31	\$702.69	\$35,836.99	\$35,134.31	May 1, 2022
2022 - 2023	523	\$35,836.99	\$716.74	\$36,553.73	\$35,836.99	May 1, 2023
2023 - 2024	523	\$36,553.73	\$731.07	\$37,284.81	\$36,553.73	May 1, 2024
2024 - 2025	523	\$37,284.81	\$745.70	\$38,030.50	\$37,284.81	May 1, 2025
2025 - 2026	523	\$38,030.50	\$760.61	\$38,791.11	\$38,030.50	May 1, 2026
2026 - 2027	523	\$38,791.11	\$775.82	\$39,566.94	\$38,791.11	May 1, 2027
2027 - 2028	523	\$39,566.94	\$791.34	\$40,358.28	\$39,566.94	May 1, 2028
2028 - 2029	523	\$40,358.28	\$807.17	\$41,165.44	\$40,358.28	May 1, 2029
2029 - 2030	523	\$41,165.44	\$823.31	\$41,988.75	\$41,165.44	May 1, 2030
...

Footnotes:

(a) Represents the number of lots expected to be levied by CSA 126 on Tracts 29600-1, 29600-F, 29741-1, & 29741-F. It is anticipated that all 523 residential parcels within such Tracts will be first levied during the 2020-2021 tax year.

(b) Represents RCRCD's funding requirement for PA-5, Drainage 2, Parcel 1 (0.424 Ac) & Parcel 2 (2.86 Ac) of \$25,098 and PA-5 Drainage 3, Parcel 3 (0.513 Ac) of \$8,010 for a 2019-2020 fiscal year charge of \$33,108 (per PAR provided by Shelli Lamb on January 31, 2019). Per the Engineer's Report prepared by the County Economic Development Agency, the CSA 126 assessment shall be adjusted by the greater of two percent (2%) or the cumulative percentage increase, if any, in the Consumer Price Index for all Urban Consumers (CPI-U) for the Los Angeles-Riverside-Orange County Standard Metropolitan Statistical Area (Index) published by the U.S. Department of Labor's Bureau of Labor Statistics (BLS).

(c) Represents the estimated annual administrative transfer charge of 2.00% paid to the County for processing the payment of funds annually to RCRCD.

(d) Represents the total CSA 126 levy requirement to fund the annual RCRCD maintenance costs and the County's Administrative Transfer Charge.

(e) Represents the net amount to be transferred to RCRCD annually on May 1st of each year.

(f) The transfer of funds from County CSA 126 is to occur in perpetuity so long as RCRCD is performing the maintenance services detailed within the Long Term Maintenance Plan.

3.284 Ac

Date:
1/28/2019
Valid until
7/23/19

	LTMP #	Category	Item	Frequency	Amount	
1 a	4.2.4	Adm	general adm	annually	250	2 hours @ \$125.00
1 b		Adm	audit/accounting	annually	500	incorporation into RCD audit
2 a		Adm	Trespassing Issues	annually	400	4 hours @ 100.00
2 b		Adm	Annual Meeting with CSA	annually	300	3 hours @ 100.00
2 c	4.2.2, 4.3, 4.3.1, 4.4.1, 4.5.1	Annual Activity Report				10 hours @ 100.00
2 d		Adm	For Regulatory files	annually	1,000	in perpetuity on 3.284 acres
2 e		Adm	1600 Permit Use Fee legal	annually	500	
3 a		Insurance	Third party insurance coverage	perpetuity	350	Third party insurance coverage
4 a	4.2.1	Weed Control	invasive species control	bi-annually	250	\$4000 per acre
5 a	4.2.1	Weed Control	monitoring sites	quarterly	13,136	invasive removal
6 a	4.4	Trash Removal	minor trash removal	quarterly	320	Monitor weed infestation on 3.284 acres
6 b	4.4	Trash Removal	major trash removal	annually	250	600 on 3.284 acres
7 a	4.2.1	Monitoring	monitoring sites	quarterly	600	Monitor weed infestation, illegal dumping, trespassing, fence damage, sign damage
7 b	4.6	Monitoring	Natural Disasters	as needed	800	10 hours @ 80.00
7 c	4.6	Monitoring	Natural Disasters	as needed	320	4 hours @ 80.00
7 d	4.6	Supplies	Natural Disaster Supplies	seasonal	640	8 hours @ 80.00
					300	erosion control materials

7 e	4.2.1	Seeding	overseeding		160	2 hours @ 80.00
8 a	4.6.1	Monitoring	Follow up with CSA and Regulatory Agencies	as needed	500 on 3.284 acres	
8 b	5.1	Monitoring	General Wildlife Species	every 3 years	Reconnaissance level 240 survey	3 hours @ 80.00
9 a	5.1.1	Monitoring	General Wildlife Species	every 3 years	160 report and map update	2 hours @ 80.00
10 a	3.2	Notification	Homewoner pamphlet notification	annually	240 distribute pamphlet	3 hours @ 80.00
11 a	4.5		Sign replacement	annually	500 replace signs damaged	4 hours @ \$25 and sign replacement costs (8 @ \$50 each) 6 hours @ 55.00 & materials
12 a	4.5	Fence	Fence replacement	annually	1400 LF - 20%	
13 a		Supplies	expendable supplies	seasonal	600 Replacement	
14 a		equipment	gator, camera, trailer, etc	as needed	250 hand tools/chemicals	
subtotal		Direct Costs	sum of items 1-14		22,816	
15 a		10% Contingency	10% of all costs		Unforeseen 2,282 circumstances	
Subtotal					25,098	
Inflation		2% Inflation adjustment to establish base year FY 2019-2020			502	
Total RCRCD costs projected to base year FY 2019-2020 – PA-5 RCRCD Parcels 1 & 2					25,600	

Annual Maintenance for PA-5, Drainage 3 - Parcel 3 (0.513 Ac)

Date: 1/28/2019
Valid until
7/23/19

0.513 Acres

LTMP #

1 a	4.2.4	Adm	general adm	annually	250	2 hours @ \$125.00
1 b		Adm	audit/accounting	annually	250	incorporation into RCD audit
2 a		Adm	Trespassing Issues	annually	200	2 hours @ 100.00
2 b		Adm	Annual Meeting with CSA	annually	200	2 hours @ 100.00
2 c	4.2.2, 4.3, 4.3.1, 4.4	Annual Activity				
2 d	.1, 4.5.1	Report	For Regulatory files	annually	300	3 hours @ 100.00
2 e		Adm	1600 Permit Use Fee	annually	500	
		Adm	legal	annually	250	
3 a		Insurance	Third party insurance coverage	perpetuity		Covered in
4 a	4.2.1	Weed Control	invasive species control	bi-annually	0	Dainage 2 costs \$4000 per acre
5 a	4.2.1	Weed Control	monitoring sites	quarterly	160	2 hours @ 80.00
6 a	4.4	Trash Removal	minor trash removal	quarterly	150	quarterly on 0.513 acres
6 b	4.4	Trash Removal	major trash removal	annually	300	quarterly on 0.513 acres
7 a	4.2.1	Monitoring	monitoring sites	quarterly		Monitor weed infestation, illegal dumping, trespassing, fence
7 b	4.6	Monitoring	Natural Disasters	as needed	320	damage, sign damage 4 hours @ 80.00
7 c	4.6	Monitoring	Natural Disasters	as needed	160	for fire or flood activities 2 hours @ 80.00
7 d	4.6	Supplies	Natural Disaster Supplies	as needed	320	develop recovery plan 4 hours @ 80.00
7 e	4.2.1	Seeding	overseeding	seasonal	100	erosion control materials
					250	On 0.513 acres

8 a	4.6.1	Monitoring	Follow up with CSA and Regulatory Agencies	as needed every 3 years	160	2 hours @ 80.00
8 b	5.1	Monitoring	General Wildlife Species	every 3 years	240 survey	3 hours @ 80.00
9 a	5.1.1	Monitoring	General Wildlife Species	every 3 years	160 report and map update	2 hours @ 80.00
10 a	3.2	Notification	Homewoner pamphlet notification	annually	160 distribute pamphlet	2 hours @ 80.00 2 hours @ \$25 and sign replacement costs (4 @ \$50 each)
11 a	4.5		Sign replacement	annually	250 replace signs damaged	
12 a	4.5	Fence	Fence replacement	annually	1920 LF - 20%	3 hours @ 55.00 & materials
13 a		Supplies	expendable supplies	seasonal	350 Replacement	
14 a		equipment	gator, camera, trailer, etc	as needed	100 hand tools/chemicals	
subtotal		Direct Costs	sum of items 1-14		100 use as needed	
					7,282 Total Annual Costs	
15 a		10% Contingenc	10% of all costs		Unforeseen 728 circumstances	
Subtotal					8,010	
Inflation		2% Inflation adjustment to establish base year FY 2019-2020			160.204	
Total RCRCd costs projected to base year FY 2019-2020 – PA-5 RCRCd Parcel 3					8,170	