

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



ITEM: 11.7  
(ID # 14552)

**MEETING DATE:**  
Tuesday, March 02, 2021

**FROM:** FLOOD CONTROL DISTRICT:

**SUBJECT:** FLOOD CONTROL DISTRICT: Approve the Conservation Easement Between Arantine Hills Holdings, LP, a Delaware limited partnership, and Riverside-Corona Resource Conservation District with Riverside County Flood Control and Water Conservation District as Successor in Interest, Bedford Canyon – Bedford Canyon Wash, Stage 1 (Tract No. 36294), Project No. 2-0-00381, District 2. [\$0]

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

1. Approve the Conservation Easement between Arantine Hills Holdings, LP, a Delaware limited partnership, Riverside-Corona Resource Conservation District and Riverside County Flood Control and Water Conservation District, as successor in interest; and
2. Authorize the Chair of the Board of Supervisors for the Riverside County Flood Control and Water Conservation District (District) to execute the Consent to the Conservation Easement on behalf of the District; and
3. Direct the Clerk of the Board to return the executed Conservation Easement to the District.

**ACTION:**

A handwritten signature in blue ink, appearing to read "J. Uhley".

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG 2/17/2021

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries, 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: March 2, 2021  
xc: Flood

Kecia R. Harper  
Clerk of the Board

By: A handwritten signature in blue ink, appearing to read "Kecia R. Harper".  
Deputy



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<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$0	\$0	\$0	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS: N/A</b>			<b>Budget Adjustment: N/A</b>	
			<b>For Fiscal Year: N/A</b>	

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

**BACKGROUND:**

**Summary**

The District entered into a Cooperative Agreement (Agreement) with the City of Corona, the Riverside-Corona Recourse Conservation District (RCRCD), the Riverside County Transportation Commission and Arantine Hills Holdings, LP (Developer) for the construction, operation and maintenance of the flood control facilities associated with Tract 36294, which was approved by the District's Board of Supervisors on December 11, 2018 as Agenda Item 11.3.

As a condition of development and further referenced in the Agreement, the Developer is required to convey upon completion of construction to RCRCD a Conservation Easement (Easement) within areas designated for wildlife and habitat to fulfill the obligations of environmental permits and the long-term maintenance permits for the project. This area is located along the flood control improvements, within previously referenced APNs 279-240-018, 279-190-045, 282-030-006, 282-030-015, 282-030-007 and 282-030-004, now known as APNs 279-024-029, 279-024-038, 282-030-040, 282-030-041 and 282-030-047.

The District's consent to the Easement is required as the District will be successor in interest to the Developer and will be assuming ownership, operation and maintenance of structural integrity of Bedford Wash – Bedford Wash Channel. The District has reviewed and approves the area terms and conditions of the Easement.

County Counsel has approved the Conservation Easement as to legal form, and RCRCD and the Developer have executed the Easement.

**Prev. Agn. Ref.:** 11.3 of 12/11/18

**Impact on Residents and Businesses**

No impact.

**ATTACHMENTS:**

1. Vicinity Map
2. Arantine Hills Conservation Easement
3. Exhibit A Legal Description of Easement

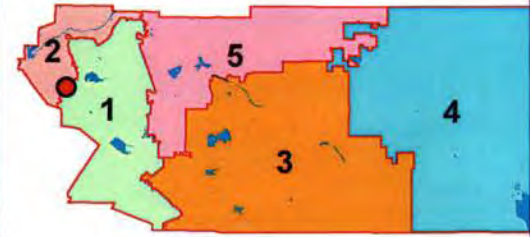
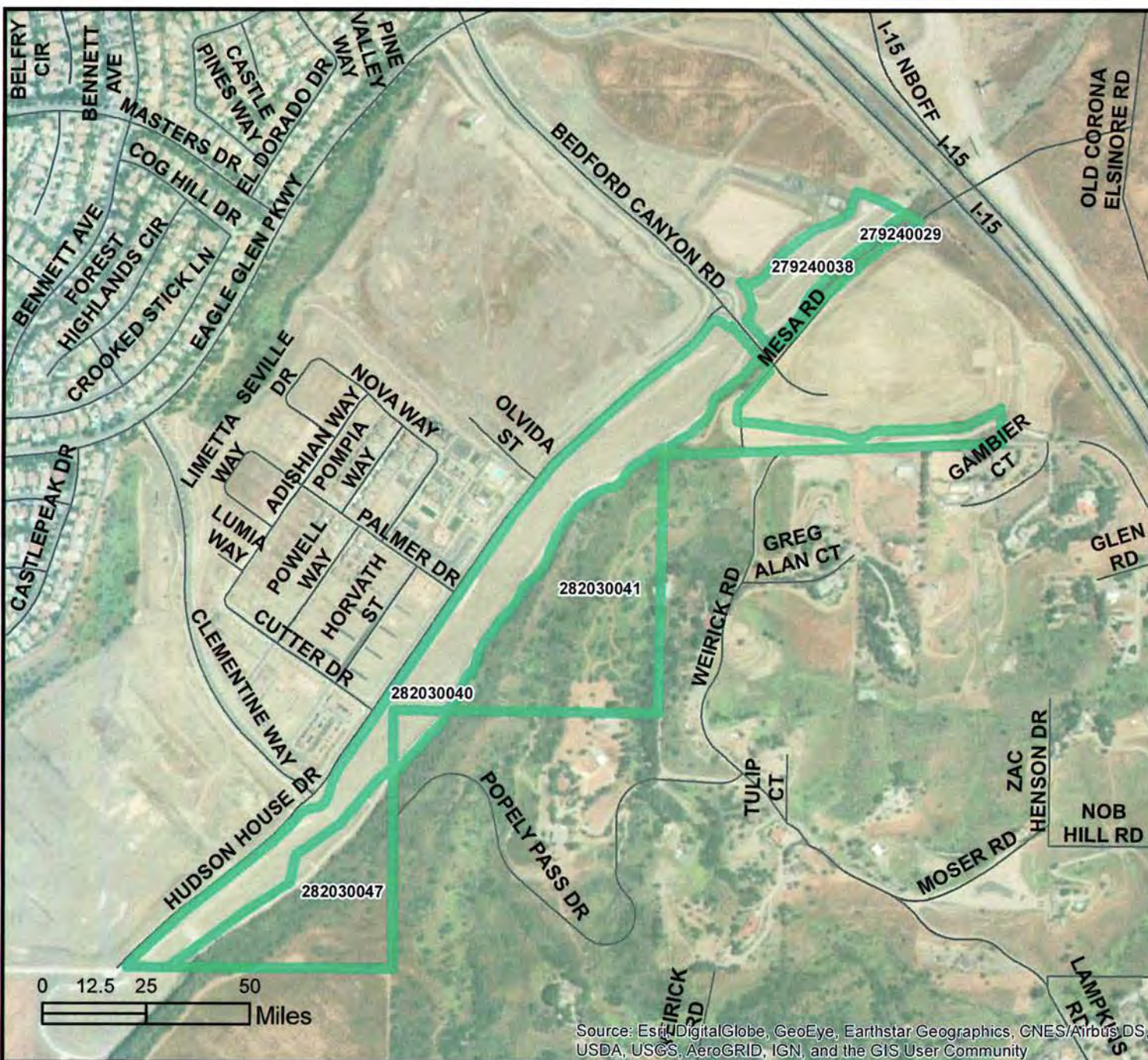
**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD  
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4. Exhibit B Map of Easement Area
5. Exhibit C Agency Approvals
6. Exhibit D Mitigation Plan
7. Exhibit E LTMP
8. Exhibit F Cooperative Agreement
9. Exhibit G Title Report

P8\236669  
AU:rlp



  
Scott Bruekner 2/22/2021

  
Gregory V. Priaplos, Director County Counsel 2/19/2021



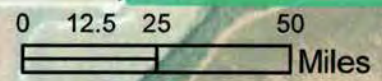
Supervisor Districts

**Legend**

-  Assessor Parcels
-  Supervisorial District

**Description**

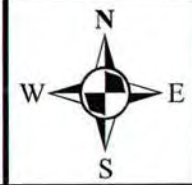
Tract Map 36294 and Bedford Canyon  
- Bedford Canyon Wash



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



**RIVERSIDE COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT**  
 Subject Property - Assessor Parcel Numbers 282-030-040, 282-030-041,  
 282-030-047, 279-240-029, and 279-240-038  
 Vicinity Map



**Attachment 1**



meadowlark (*Sturnella neglecta*), western scrub-jay (*Aphelocoma californica*), white-crowned sparrow (*Zonotrichia leucophrys*), white-throated swift (*Aeronautes saxatalis*), wrentit (*Chamaea fasciata*); MAMMALS- bobcat (*Lynx rufus*), coyote (*Canis latrans*), PLANTS- Coulter's matilija poppy (*Romneya coulteri*); REPTILES- Belding's orange-throated whiptail (*Aspidoscelis hyperthya beldingi*), Coast (San Diego) horned lizard (*Phrynosoma coronatum blainvillii*), coastal western whiptail (*Aspidoscelis tigris multiscutatus*), red-diamond rattlesnake (*Crotalus ruber ruber*), and western fence lizard (*Sceloporus occidentalis*) and contains alluvial fan sage scrub habitat. Individually and collectively, these wildlife and habitat values comprise the "Conservation Values" of the Easement Area.

B. Grantee is authorized to hold conservation easements pursuant to California Civil Code section 815.3 and California Public Resources Code section 9405. Specifically, Grantee is an entity identified in Civil Code Section 815.3(b) and otherwise authorized to acquire and hold title to real property. Grantee is qualified and committed to the protection of wetlands and wildlife habitat.

C. The Bedford Master Association ("HOA") is a party to this Conservation Easement due to duties required to fulfill the Purposes of this Conservation Easement.

D. CDFW has jurisdiction, pursuant to Fish and Game Code section 1802, over the conservation, protection, and management of fish, wildlife, native plants and the habitat necessary for biologically sustainable populations of those species.

E. This Conservation Easement provides mitigation under the California Environmental Quality Act ("CEQA") and the following federal and state permits: (1) United States Fish and Wildlife Service ("USFWS") Endangered Species Act Section 7 Biological Opinion, No. FWS-WRIV-15B0271-16F0852 and any revision thereto ("Section 7 BO"); and (2) CDFW Section 1602 Streambed Alteration Agreement No. 1600-2015-0055-R6 and any revision thereto ("Section 1600 Agreement") (collectively, the "Agency Approvals") for impacts of the Arantine Hills Development Project ("Project"), the widened and restored Bedford Canyon Wash, located in the City of Corona, County of Riverside, State of California. Agency Approvals are attached hereto and incorporated herein as Exhibit "C."

F. Permittee is responsible for the restoration of portions of the Easement Area, for a maximum period of up to 7 years, or until such earlier time as the mitigation is deemed complete ("Final Approval"), consistent with the Habitat Mitigation and Monitoring Plan ("Mitigation Plan") dated July 2016 as shown in Exhibit "D" attached hereto and incorporated herein by this reference, the Long Term Management Plan ("LTMP") dated November 12, 2020 as shown in Exhibit "E" attached hereto and incorporated herein by this reference, and any revision thereto approved by the Permittee and CDFW, and the Riverside County Flood Control and Water Conservation District.

G. Long-term management will be conducted by the Grantee, using only the income generated by the endowment provided by the Grantor to fund this Conservation Easement as depicted on the Property Analysis Record ("PAR") to manage and enforce compliance with the LTMP and this Conservation Easement, remove invasive trees and shrubs, and remove trash as described in this Conservation Easement and the LTMP.

H. Permittee, Grantee, the City of Corona, Riverside County Transportation Commission and Riverside County Flood Control and Water Conservation District ("RCFC&WCD") have negotiated and executed a Cooperative Agreement regarding the construction, long term maintenance, and ownership of the Bedford Canyon Wash. A copy of the executed Cooperative Agreement is attached hereto as Exhibit "F". Pursuant to that Cooperative Agreement, Permittee will have certain obligations regarding the construction of specified facilities in Bedford Canyon Wash and RCFC&WCD will have certain obligations including acceptance of the completed facilities, long term operation and maintenance pursuant to the LTMP, and ownership of the Easement Area. Bedford Canyon Wash and the referenced facilities are located within the Easement Area. In addition to the obligations set forth in the Cooperative Agreement, RCFC&WCD will have certain obligations within the Easement Area pursuant to the LTMP.

I. Permittee currently owns fee title of the land encumbered by this Conservation Easement. At some point following recordation of this Conservation Easement, it is anticipated that ownership of the land encumbered by this Conservation Easement will be conveyed by Permittee to the RCFC&WCD pursuant to the terms of the Cooperative Agreement, and dependent upon RCFC&WCD's acceptance of the facilities described therein. Obligations specified in this Conservation Easement and LTMP occur regardless of underlying ownership of the Easement Area. For example, should Permittee transfer its interest in the Easement Area prior to the time that Final Approval is received, Permittee will remain responsible for restoration and maintenance activities until successfully implemented and completed per the success criteria set forth in the LTMP.

J. The stakeholders responsible for long-term management of the Easement Area include, the Permittee/Grantor (Arantine Hills Holdings, LLC), Grantee (Riverside-Corona Resource Conservation District), HOA (Bedford Master Association), any Subsequent Landowner of the Easement Area, and any entity with long-term management responsibility pursuant to the LTMP, collectively referred to as Stakeholders ("Stakeholders"). The duties and responsibilities of the Stakeholders are outlined in the LTMP.

## **COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS**

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

1. Purposes. The purpose of this Conservation Easement is to ensure the Easement Area will be retained forever in its natural, restored, or enhanced condition and to prevent any use of the Easement Area that will impair or interfere with the Conservation Values of the Easement Area. Permittee intends that this Conservation Easement will confine the use of the Easement Area to activities that are consistent with such purposes, including, without limitation, those involving the preservation, restoration, and enhancement of native species and their habitats, provided such confinement of use does not unreasonably interfere with or prevent the primary use of the Easement Area, which, in its natural, restored, or enhanced condition, is an engineered and



maintained flood control facility comprised of established lines and grades that is designed to collect and convey storm water to the downstream drainage system.

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 Easement Area;

(b) To enter the Property at reasonable times in order to access the Easement Area to monitor compliance with and otherwise enforce the terms of this Conservation Easement and LTMP, and for scientific research and interpretive purposes by Grantee or its designees and CDFW or its designees, provided that neither Grantee nor CDFW shall unreasonably interfere with Grantor's authorized use;

(c) An access easement for ingress and egress through the same portions of Lots Q, B, G and P of Final Tract Map No. 36294, recorded July 13, 2017, as Instrument No. 2017-0285707 in the Riverside County Recorder's Office, as was created for the construction and maintenance of flood control facilities. Notwithstanding any other provision of this Conservation Easement, Grantor shall provide and Grantee shall have the right to use any gate or gates through any fence constructed around the Easement Area in order to access the Easement Area to perform any of its duties or protect any of its rights with respect to the Easement Area. The Grantor shall provide a set of reproducible keys or combinations to any gate(s) on such fence to the Grantee without charge. If the lock(s) to the gate(s) are replaced, the Grantor shall provide a new set of reproducible keys or combinations to the gate(s) to the Grantee without charge within seven (7) days of replacement of such lock(s), provided Grantee always has at least one way available to access the Easement Area;

(d) To prevent any activity on or use of the Easement Area that is inconsistent with the purposes of this Conservation Easement and to require the restoration of such areas or features of the Easement Area 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;

(e) To require that all mineral, air and water rights as Grantee or CDFW deems necessary to preserve, protect, and sustain the biological resources and Conservation Values of the Easement Area shall remain a part of and be put to beneficial use upon the Easement Area, consistent with the purposes of this Conservation Easement as provided in Section 1; and

(f) All present and future development rights within the Easement Area; are hereby terminated and extinguished, and may not be used on or transferred to any portion of the Easement Area, the Property, nor any other property adjacent or otherwise.

(g) The right to enhance native plant communities, including the removal of non-native species and the right to plant trees and shrubs of the same type historically found in the Easement Area, or other appropriate native species. Habitat enhancement activities shall not conflict with the purpose of this Conservation Easement and shall be performed in compliance with all applicable laws, regulations, and permitting requirements.

3. Responsibility for Mitigation. The Parties explicitly agree that the mitigation obligations of the Permittee set forth in the Agency Approvals, the Mitigation Plan, CEQA, and/or the LTMP remain solely and entirely the Permittee's responsibility until such time as the Final Approval is issued pursuant to the Mitigation Plan and LTMP. Grantee accepts the responsibilities for long-term management that are specifically outlined in this Conservation Easement and the LTMP. Grantee is not a transferee of the Agency Approvals and thus is not responsible for any obligations contained in the Agency Approvals.

4. Prohibited Uses. Any activity on or use of the Easement Area that is inconsistent with the purposes of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following uses and activities are expressly prohibited, except as required for the purposes of habitat restoration identified in the Mitigation Plan and LTMP, as well as for the purposes of ensuring the Easement Area's continued functionality as an engineered flood control facility as set forth in Section 1:

(a) Unseasonable watering; use of chemical fertilizers, pesticides, biocides, herbicides, rodenticides, fungicides or other agents except as permitted by the LTMP; weed abatement activities except as permitted by the LTMP; incompatible fire protection activities; and any and all other activities and uses which may adversely affect the Conservation Values of the Easement Area or otherwise interfere with the purposes of this Conservation Easement;

(b) Use of off-road vehicles and use of any other motorized vehicles except on existing roadways, and except as necessary to restore design lines and grades to ensure the Easement Area's continued functionality as an engineered flood control facility, or as permitted by LTMP and Agency Approvals;

(c) Agricultural activity of any kind;

(d) Recreational activities including, but not limited to, horseback riding, biking, hunting or fishing;

(e) Commercial, industrial, institutional, or residential structures or uses;

(f) 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);

(g) Construction, reconstruction, expansion, location, relocation, installation, or placement of any building, billboard or signs, or any other structure or improvement of any kind except for those outlined within the LTMP and Agency Approvals, which permits the future construction and maintenance of a bridge crossing the Easement Area;

(h) Deposit or accumulation of soil (except through natural accumulation associated with sediment transportation), trash, ashes, refuse, waste, bio-solids or any other materials;

(i) Planting, introduction, or dispersion of non-native or exotic plant or animal species;

(j) 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 Easement Area, or granting or authorizing surface entry for any such purpose, except as permitted by the LTMP and Agency Approvals;

(k) Altering the surface or general topography of the Easement Area, including building roads or trails, or paving or otherwise covering any portion of the Easement Area, except as permitted by the LTMP and Agency Approvals;

(l) Removing, disturbing, altering, destroying, or cutting of trees, shrubs or other vegetation, except as necessary for: (1) as required by law or in conformance with the LTMP and Agency Approvals, (2) fire protection as required by fire safety officials, (3) maintenance/repair/construction of bank stabilization structures, grade stabilization structures, bridge, access ramps or roads as outlined within the LTMP, (4) prevention or treatment of disease, and (5) flood control;

(m) Activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or sub-surface waters;

(n) Without the prior written consent of Grantee and CDFW, which Grantee and CDFW each may withhold, transferring, encumbering, selling, leasing, or otherwise separating the mineral, air, or water rights for the Easement Area; 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 Easement Area, 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 Easement Area; and (4) any water from wells that are in existence or may be constructed in the future on the Easement Area; and

(o) 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 Easement Area, or the activity or use in question.

5. Grantee's Duties. Commencing three (3) years after the recording date of this Conservation Easement, Grantee, its successors and assigns shall be responsible for in- perpetuity, ongoing, long-term maintenance, monitoring, and management of the Easement Area in accordance with Section 4 of the LTMP: provided, however, that should any task identified in the LTMP for the Grantee to perform depend upon another Stakeholder first performing a task or paying a fee to Grantee, then Grantee shall not be held responsible for completing that task until the other Stakeholder either performs its prior task or pays the necessary fees. Notwithstanding the prior sentence, due to the primary use of the Easement Area as an engineered flood control facility that is designed to collect and convey storm water to the downstream drainage system, Grantee's duties remain subject to the primary use of the Easement Area including, without limitation, suspending Grantee's duties during periods of time when Grantee's Duties conflict with the operation of the Easement Area as a flood control facility. In addition to the duties set forth in Section 4 of the LTMP, Grantee shall:

(a) Have a fiduciary duty to ensure that the endowment funds held in trust for the Easement Area are properly managed to provide for sufficient funds to finance Grantee's performance of its duties as set forth in Section 4 of the LTMP; and

(b) Repair and restore damage to the Easement Area directly or indirectly caused by Grantee, Grantee's guests, representatives, employees or agents; provided, however, Grantee, its successors or assigns shall not engage in any repair or restoration work on the Easement Area without first consulting with CDFW, Grantor and Permittee, unless Permittee Maintenance Period has passed, in which case Permittee would not be consulted but HOA would.

6. Other Stakeholders Duties. The duties of the Stakeholders, other than RCRC, are set forth in Sections 3, 5, and 6 of the LTMP.

7. Stakeholder's Access Rights. Stakeholders shall have access rights to the Easement Area to perform their duties. Access rights have been granted through an access easement for ingress and egress through the same portions of Lots Q, B, G and P of Final Tract Map No. 36294, recorded July 13, 2017, as Instrument No. 2017-0285707 in the Riverside County Recorder's Office, as was created for the construction and maintenance of flood control facilities.

8. Reserved Rights. Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from its ownership of the Easement Area, including the right to engage in or to permit or invite others to engage in all uses of the Easement Area that are not expressly prohibited or limited by, and are consistent with the purposes of, this Conservation Easement. Grantor specifically reserves the right to perform any and all obligations of the Grantor as to the Easement Area pursuant to this Conservation Easement.

9. 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 the Stakeholder or Stakeholders causing the violation (the "Violating Party"), of such violation and demand in writing the cure of such violation ("Notice of Violation"). At the time of giving any such notice, Grantee shall give a copy of the notice to CDFW. Notice shall be provided in accordance with Section 20 of this Conservation Easement.

(b) If the Violating Party fails to cure the violation within thirty (30) days after receipt of the Notice of Violation, or if the cure reasonably requires more than thirty (30) days to complete and Violating Party fails to begin the cure within the fifteen (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 Easement Area; 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 Easement Area 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 the Violating Party, Grantee may apply any damages recovered to the cost of undertaking any corrective action on the Easement Area.

(c) If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate injury to the Conservation Values of the Easement Area, Grantee may pursue its remedies under this Conservation Easement without prior notice to the Violating Party 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, Grantee and HOA agree 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) If at any time in the future a Stakeholder uses or threatens to use the Easement Area for purposes inconsistent with this Conservation Easement then, despite the provisions of Civil Code Section 815.7, the California Attorney General, any person and any entity with a justiciable interest in the preservation of this Conservation Easement has standing as an interested party in any proceeding affecting this Conservation Easement.

10. Flood Control. Notwithstanding any other provision in this Declaration, the primary use of Easement Area is an engineered flood control facility that is designed to collect and convey storm water to the downstream drainage system. The Riverside County Flood Control and Water Conservation District shall, on a periodic basis per the discretion of the General Manager/Chief Engineer or designee, have the right to inspect and repair, if necessary, per the Record Drawings to maintain the continued functionality as an engineered flood control facility in accordance with the LTMP. In an emergency situation, as determined by the sole discretion of the General Manager/Chief Engineer or designee consistent with the provisions of the LTMP, the Riverside County Flood Control and Water Conservation District shall have the right to take flood control measures reasonable and necessary to protect lives and property from encroaching flood waters. .

11. Costs of Enforcement. Any costs incurred by a party, where the party is the Prevailing Party in any judicial or administrative action to enforce the terms of this Conservation Easement against the Violating Party, the Prevailing Party shall be entitled to recover from the Violating Party its reasonable expenses incurred in connection with such action, including, without limitation: attorneys' fees; expert fees; witness fees; court costs; pre-filing expenses of investigation and preparation. If the Grantee is the prevailing party, then the Grantee will also be entitled to any costs of restoration necessitated by the Grantor's violation of the terms of this Conservation Easement. As used herein "prevailing party" means the party who/which is afforded the greater relief (whether affirmatively or by means of a successful defense) with respect to claims having the greatest value or importance as determined by the court or administrative agency,

allowing for all of the claims, counter-claims and defenses asserted under this Conservation Easement.

12. Discretion of Grantee. Enforcement of the terms of this Conservation Easement by Grantee shall be at the discretion of the enforcing party, 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 rights of Grantee 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.

13. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Easement Area resulting from (i) any natural cause beyond Grantor's control, including, without limitation, fire not caused by Grantor, flood, storm, and earth movement; (ii) any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Easement Area resulting from such causes; (iii) acts by Grantee or its employees or its employees; or (iv) acts of third parties (including any governmental agencies) that are beyond Grantor's control. Notwithstanding this section, Grantee remains responsible for restoring the Conservation Values of the Easement Area to the extent reasonably possible if such values are damaged or destroyed by third parties beyond the control of Grantor or Grantee, but only to the extent sufficient funds are provided by the contingency funds, as outlined in the LTMP, and provided by the endowment under this Conservation Easement.

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

15. Costs and Liabilities. Grantor and its assigns shall bear all costs and liabilities associated with ownership of the Conservation Easement during their respective ownership term. Costs and liabilities associated with maintenance of the Conservation Easement are specified in the LTMP. Grantor agrees that Grantee shall not have any duty or responsibility for the operation, upkeep or maintenance of the Easement Area, the monitoring of hazardous conditions thereon, or the protection of Grantor, the public or any third parties from risks relating to conditions on the Easement Area, except as set forth in the LTMP. Nor shall CDFW have any such duty or responsibility. Stakeholders shall remain individually responsible for complying with all Agency Approvals, Mitigation Plan, and LTMP, as specified herein.

16. Taxes; No Liens. Grantor or its successor in interest shall pay before delinquency all taxes, assessments (general and special), fees, and charges of whatever description levied on or assessed against the Property, including the Easement Area, by competent authority (collectively "Taxes"), including any Taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish Grantee and CDFW with satisfactory evidence of payment upon request. Grantor or its successor in interest shall keep the Easement Area free from any liens (other than a security interest that is expressly subordinate to this Conservation Easement as provided in Section 22(j)), including those arising out of any obligations incurred by Grantor or its successor in interest for any labor or materials furnished or alleged to have been furnished to or for Grantor

or its successor in interest at or for use on the Property, including the Easement Area. Acceptance of this Conservation Easement is subject to Grantee's approval, in its sole discretion, of the title report of the Easement Area provided by the Grantor, a copy of which is shown in Exhibit "G."

17. Hold Harmless.

(a) Each Stakeholder shall hold harmless, protect and indemnify Grantee and its respective directors, officers, employees, agents, contractors, volunteers 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 including, without limitation, injury to or the death of any person, or physical damage to any property (each a "Claim" and, collectively, "Claims"), arising from or in any way connected with: (i) any act, omission, condition, or other matter related to or occurring on or about the Easement Area caused by such Stakeholder, *provided, however*, that this indemnification shall be inapplicable to a Grantee Indemnified Party with respect to any Claim due to the negligence of that particular Grantee Indemnified Party or any of its employees; (ii) a breach of such Stakeholder's obligations specified in Sections 3, 6, 13 and 14, and (iii) the existence or administration of this Conservation Easement by such Stakeholder. If any action or proceeding is brought against any of the Grantee Indemnified Parties by reason of any claim to which the indemnification in this section applies, then at the election of and upon written notice from the Grantee Indemnified Party, the applicable Stakeholder or its successor, shall defend such action or proceeding by counsel reasonably acceptable to the applicable Grantee Indemnified Party or reimburse the Grantee Indemnified Party for all expenses (including, without limitation, reasonable attorney and expert fees) incurred in defending the action or proceeding. The obligations of each Stakeholder hereunder are individual and separate and not joint and several.

(b) Each Stakeholder shall indemnify and hold harmless the underlying landowner of the Conservation Easement Area from any liability, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to such Stakeholder's (including their respective officers, employees, subcontractors and agents) actual or alleged acts or omissions related to this Conservation Easement, performance under this Conservation Easement, or failure to comply with the requirements of this Conservation Easement, including but not limited to: (a) property damage; (b) bodily injury or death; (c) liability or damage pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution or any other law, ordinance or regulation.

(c) Notwithstanding the foregoing, each Stakeholder shall not be obligated to indemnify and hold harmless the landowner of the Conservation Easement Area from any liability due to the acts or failure to act of such landowner.

18. 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.

19. Condemnation. Pursuant to Code of Civil Procedure section 1240.055, this Conservation Easement is "property appropriated to public use," as used in Article 6 (commencing with section 1240.510) and Article 7 (commencing with section 1240.610) of Chapter 3 of Title 7 of the Code of Civil Procedure. A person authorized to acquire property for public use by eminent domain shall seek to acquire the Property, if at all, *only* as provided in Code of Civil Procedure section 1240.055. CDFW is a public entity that imposed conditions on approval of a project that were satisfied, in whole or in part, by the creation of this Conservation Easement. If any person seeks to acquire the Property for public use, Grantee shall provide notice to CDFW and comply with all obligations of the holder of a conservation easement under Code of Civil Procedure section 1240.055. If the Conservation Easement is condemned, the net proceeds from the condemnation shall be used in compliance with Government Code section 65966(j).

20. Transfer of Easement. This Conservation Easement may be assigned or transferred by Grantee only to CDFW or another entity or organization authorized to acquire and hold conservation easements pursuant to Civil Code section 815.3 and Government Code section 65967] (and any successor or other provisions then applicable) or the laws of the United States. Grantee shall provide CDFW with a minimum of 60 days written notice prior to the proposed transfer of the Conservation Easement and shall obtain the prior written approval of CDFW of the proposed transferee. 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.

21. Transfer of Easement Area. Permittee agrees to: (i) incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which Permittee divests itself of any interest in all or any portion of the Easement Area, including, without limitation, a leasehold interest and (ii) give actual notice to any such transferee or lessee of the existence of this Conservation Easement. Permittee intends to transfer ownership of the land encumbered by this Conservation Easement to RCFC&WCD. Grantee and CDFW hereby acknowledge the pending transfer of ownership and no further notice shall be required. Any other transfer of ownership from RCFC&WCD, or any successors or assigns, to another party shall be subject of written notice to Grantee and CDFW of the intent to transfer any interest at least sixty (60) days prior to the date of such transfer. Grantee or CDFW 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, RCFC&WCD, Grantee or CDFW to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

22. Notices. Any notice, demand, request, consent, approval, or other communication that any party desires or is required to give to the other parties 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: Arantine Hills Holdings, LP  
c/o Pacific Ventures Management LLC  
4343 Von Karman Ave., Suite 300  
Newport Beach, CA 92660  
Attn: Jason Perrin



To Grantee: Riverside-Corona Resource Conservation District  
4500 Glenwood Drive  
Riverside, CA 92501  
Attn: District Manager

Copy to: Best, Best & Krieger LLP  
3390 University Avenue, 5th Floor  
P.O. Box 1028  
Riverside, CA 92502-1028  
Attn: RCRC D General Counsel

To RCFC&WCD: Riverside County Flood Control and Water Conservation  
District  
1995 Market Street  
Riverside, CA 92501  
Attn: Henry Olivo

To HOA: Bedford Master Association (HOA)  
Contact: John Sherwood  
4343 Von Karman Ave., Suite 300  
Newport Beach, CA 92660  
Phone: (949) 955-0984  
Fax: (949) 382-7801

or to such other address as Grantor, Grantee, or HOA shall designate by written notice to the other parties. 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.

23. Amendment. This Conservation Easement may be amended by Grantor, its successor, and Grantee only by mutual written agreement and subject to the prior written consent of CDFW. 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 the county in which the Property is located.

24. Additional 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. Despite 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 Agreement Regarding Stream Alteration (Notification No. 1600-2015-0055-R6) together set forth the entire agreement of the parties with respect to the Conservation Easement and supersedes 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 21.

(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. Any termination of rights and obligations shall be in accordance with the LTMP.

(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 to Grantee and CDFW that it has no knowledge or notice of any Hazardous Materials (defined below) or underground storage tanks existing, generated, treated, stored, used, released, disposed of, deposited or abandoned in, on, under, or from the Easement Area, or transported to or from or affecting the Easement Area.

(2) Without limiting the obligations of Grantor under Section 15 of this Conservation Easement, Grantor hereby releases and agrees to indemnify, protect and hold harmless the Grantee's Indemnified Parties (as defined in Section 15) 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 Easement Area at any time, except that this indemnification shall be inapplicable to the Grantee's Indemnified Parties with respect to 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 (defined below). If any action or proceeding is brought against any of the Grantee Indemnified Parties by reason of any claim to which the indemnification in this section applies, then at the election of and upon written notice from the Grantee Indemnified Party, Permittee, or its successor, shall defend such action or proceeding by counsel reasonably acceptable to the applicable Grantee Indemnified Party or reimburse the Grantee Indemnified Party for all expenses (including, without limitation, reasonable attorney and expert fees) incurred in 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 or CDFW 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 Easement Area; or

(E) Any control over Grantor’s ability to investigate, remove, remediate or otherwise clean up any Hazardous Materials associated with the Easement Area.

(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 & Saf. Code section 25100, *et seq.*; hereinafter “HCL”); the Carpenter-Presley-Tanner Hazardous Substance Account Act (Health & Saf. 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, code, ordinance, rule, regulation, order or requirement relating to pollution, protection of human health or safety, the environment or Hazardous Materials. Grantor represents, warrants and covenants to Grantee and CDFW that activities upon and use of the Easement Area by Grantor, its agents, employees, invitees and contractors will comply with all Environmental Laws.

(j) Warranty. Grantor represents and warrants that Grantor is the sole owner of fee simple title to the Easement Area; that the Easement Area is not subject to any other conservation easement; and there are no outstanding mortgages, liens, encumbrances or other interests in the Easement Area (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 and CDFW.

(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 and CDFW. Grantee or CDFW 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 Easement Area. This section shall not limit the provisions of Sections 2(d) or 4, nor prohibit transfer of a fee or leasehold interest in the Property that is subject to this Conservation Easement and complies with Section 18 Grantor shall provide a certified copy of any recorded or unrecorded grant or Transfer document to Grantee and CDFW.

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

(m) Endowment. Grantor shall pay to Grantee an endowment in the amount of \$414,686 at the time of the recording of this Conservation Easement for the purpose of fulfilling all of Grantee's obligations under this Conservation Easement and LTMP.

(n) Certification Pursuant to Government Code Section 65968(e). Grantee certifies the following:

(A) Grantee has the capacity to effectively manage the mitigation funds.

(B) Grantee has the capacity to achieve reasonable rates of return on the investment of those funds similar to those of other prudent investors for endowment funds and shall manage and invest the endowment in good faith and with the care an ordinarily prudent person in a like position would exercise under similar circumstances, consistent with the Uniform Prudent Management of Institutional Funds Act (Part 7 (commencing with Section 18501) of Division 9 of the Probate Code).

(C) Grantee utilizes generally accepted accounting practices as promulgated by the Governmental Accounting Standards Board or any successor entity for public

agencies, to the extent those practices do not conflict with any requirement for special districts in Article 2 (commencing with Section 53630) of Chapter 4 of Part 1 of Division 2 of Title 5.

(D) Grantee will be able to ensure that funds are accounted for, and tied to, a specific property.

(E) Grantee will set aside, hold, invest and disburse adequate Management and Monitoring Endowment in trust solely for the purposes of performing management activities pursuant to Section 5 above, annual compliance inspections of the Property and preparing an annual inspection report that documents the quarterly inspection results in perpetuity.

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

EXHIBIT A – Legal Description of Easement Area

EXHIBIT B – Map of Easement Area

EXHIBIT C – Agency Approvals

EXHIBIT D – Mitigation Plan

EXHIBIT E – LTMP

EXHIBIT F - Cooperative Agreement

EXHIBIT G - Title Report

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

GRANTOR:

ARANTINE HILLS HOLDINGS LP, a Delaware limited partnership

By: PV Development Management LLC,  
a Delaware limited liability company, as  
Development Manager

By: Pacific Ventures Management LLC,  
a Delaware limited liability company, its Member

BY: \_\_\_\_\_  
NAME: Jason Perrin  
TITLE: President  
DATE: \_\_\_\_\_

HOA:  
Bedford Master Association

BY: \_\_\_\_\_  
NAME: John Sherwood  
TITLE: General Manager/Bedford  
DATE: \_\_\_\_\_

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the Conservation Easement by Arantine Hills Holdings, LP, dated \_\_\_\_\_, 2018, to the Riverside-Corona Resource Conservation District, a governmental special district, as Grantee, is hereby accepted by the undersigned officer on behalf of the Grantee, pursuant to the authority conferred by the Board of Directors, and the Grantee consents to recordation thereof by its duly authorized officer.

**GRANTEE:**

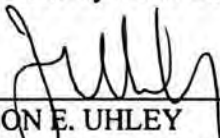
RIVERSIDE-CORONA RESOURCE  
CONSERVATION DISTRICT

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

CONSENTED TO BY:

RCFC&WCD:

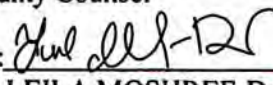
[Riverside County Flood Control and Water Conservation District]

By:   
\_\_\_\_\_  
JASON E. UHLEY  
General Manager-Chief Engineer

By:   
\_\_\_\_\_  
Chair **KAREN SPIEGEL**  
Riverside County Flood Control and  
Water Conservation District Board of  
Supervisors


APPROVED AS TO FORM:

GREGORY P. PRIAMOS  
County Counsel

By:   
\_\_\_\_\_  
LEILA MOSHREF-DANESH  
Deputy County Counsel

ATTEST:

KECIA HARPER-IHEM  
Clerk of the Board

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

(SEAL)





A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me,  
\_\_\_\_\_,  
(insert name and title of the officer)

Notary Public, personally appeared \_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature (Seal)

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me,  
\_\_\_\_\_,  
(insert name and title of the officer)

Notary Public, personally appeared \_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature (Seal)

**Exhibit A**  
**Legal Description of Easement Area**

**Exhibit B**  
**Map of Easement Area**

**Exhibit C**  
**Agency Approvals**

**Exhibit D  
Mitigation Plan**

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**Exhibit E**

**LTMP**

**Exhibit "F"**  
**Cooperative Agreement**



**Exhibit "G"**

**Title Report**

# EXHIBIT "A"

## Legal Description

### Conservation Easement Dedication

Real property in the City of Corona, County of Riverside, State of California, described as follows:

Being portions of Lots "D," "E," and "M," of Tract No. 36294 in the City of Corona, County of Riverside, State of California, as per map filed in Book 456, Pages 23 through 38, inclusive, of Map Books, in the office of the County Recorder of said County, a portion of Parcel "C" of Lot Line Adjustment No. 18-001 in the City of Corona, County of Riverside, State of California as recorded on April 10, 2018, as Instrument Number 2018-0137411, in the office of the County Recorder of said County, and being a portion of Parcel A of Lot Line Adjustment No. 05574 in the County of Riverside, State of California as recorded on March 6, 2017, as Instrument Number 2017-0092680, in the office of the County Recorder of said County, lying within Sections 16, 17 and 20, Township 4 South, Range 6 West, San Bernardino Meridian, more particularly described as follows:

**COMMENCING** at the westerly corner of said Lot "M";

Thence along the southerly line of said Lot "M", South 89°39'38" East 4.18 feet to the **TRUE POINT OF BEGINNING**, said point also being a point on a non-tangent curve concave southeasterly having a radius of 1061.00 feet, a radial line to the beginning of said curve bears North 45°26'54" West, said curve further being 3.00 feet southeasterly and concentric with that certain curve described as " C65, Δ=3°10'40" R=1064.00' L=59.01' ";

Thence along the following six (6) course which are 3.00 feet southeasterly and concentric or parallel with said northwesterly line of said Lot "M";

1. northeasterly 55.94 feet along said non-tangent curve through a central angle of 3°01'15",
2. tangent from said curve, North 47°34'21" East 281.22 feet to the beginning of a tangent curve concave southeasterly having a radius of 1053.00 feet,
3. northeasterly 66.48 feet along said tangent curve through a central angle of 3°37'03",
4. tangent from said curve, North 51°11'24" East 168.93 feet to the beginning of a tangent curve concave southeasterly having a radius of 505.00 feet,
5. northeasterly 9.06 feet along said tangent curve through a central angle of 1°01'40",
6. tangent from said curve, North 52°13'04" East 389.93 feet;

Thence North 66°30'39" East 5.66 feet;

Thence North 58°08'52" East 40.61 feet;

Thence North 59°17'09" East 88.75 feet to a non-tangent curve concave northerly having a radius of 50.00 feet, a radial line to the beginning of said curve bears South 24°53'57" East;

Thence westerly 41.46 feet along said curve through a central angle of 47°30'25" to a non-tangent curve concave northwesterly having a radius of 546.00 feet, a radial line to the

# EXHIBIT "A"

## Legal Description

### Conservation Easement Dedication

beginning of said curve bears South 45°09'43" East, said point being on the northwesterly line of said Lot "M";

Thence along the northwesterly line of said Lot "M", northeasterly 16.68 feet along said curve through a central angle of 1°45'00" to a non-tangent curve concave northerly having a radius of 35.00 feet, a radial line to the beginning of said curve bears South 12°36'57" West;

Thence departing said northwesterly line, easterly 23.65 feet along said curve through a central angle of 38°43'02";

Thence North 25°02'15" West 13.40 feet to a non-tangent curve concave northwesterly having a radius of 549.00 feet, a radial line to the beginning of said curve bears South 49°17'03" East said point being 3.00 feet southeasterly and concentric with that certain course shown as " $\Delta=17^{\circ}04'00''$  R=546.00' L=162.64' " on said Tract 36294;

Thence along said concentric curve, northeasterly 47.91 feet along said non-tangent curve through a central angle of 5°00'01";

Thence non-tangent from said curve South 87°15'44" East 5.87 feet;

Thence North 83°41'13" East 3.42 feet;

Thence North 36°10'11" East 11.03 feet;

Thence North 50°06'20" East 7.84 feet;

Thence North 54°04'03" East 9.86 feet;

Thence North 61°17'24" East 9.34 feet;

Thence North 65°56'11" East 7.98 feet;

Thence North 73°32'49" East 6.97 feet;

Thence North 85°27'25" East 6.30 feet;

Thence North 81°23'13" East 12.34 feet;

Thence North 78°15'09" East 12.13 feet;

Thence North 3°39'59" West 6.27 feet to a non-tangent curve concave northwesterly having a radius of 88.00 feet, a radial line to the beginning of said curve bears South 10°26'55" East, said point being 3.00 feet southeasterly and concentric with that certain curve shown as " $\Delta=74^{\circ}12'31''$  R=85.00' L=110.09' ";

Thence along the following five (5) course which are 3.00 feet southeasterly and concentric or parallel with said northwesterly line of said Lot "M";

## EXHIBIT "A"

### Legal Description

#### Conservation Easement Dedication

1. northeasterly 100.12 feet along said curve through a central angle of  $65^{\circ}11'18''$  to a reverse curve concave southeasterly having a radius of 577.00 feet, a radial line to the beginning of said reverse curve bears North  $75^{\circ}38'13''$  West,
2. northeasterly 212.82 feet along said curve through a central angle of  $21^{\circ}08'00''$ ,
3. tangent from said curve North  $35^{\circ}29'46''$  East 90.32 feet to the beginning of a tangent curve concave northwesterly having a radius of 1139.00 feet,
4. northeasterly 22.41 feet along said tangent curve through a central angle of  $1^{\circ}07'38''$ ,
5. tangent from said curve North  $34^{\circ}22'09''$  East 517.42 feet;

Thence North  $42^{\circ}20'29''$  East 320.82 feet to a non-tangent curve concave northerly having a radius of 50.00 feet, a radial line to the beginning of said curve bears South  $47^{\circ}39'31''$  East;

Thence westerly 69.56 feet along said curve through a central angle of  $79^{\circ}42'40''$  to a point on the northwesterly line of said Lot "M";

Thence along said northwesterly line, non-tangent from said curve North  $34^{\circ}22'09''$  East 15.02 feet to a non-tangent curve concave northerly having a radius of 35.00 feet, a radial line to the beginning of said curve bears South  $31^{\circ}03'31''$  West;

Thence easterly 42.30 feet along said non-tangent curve through a central angle of  $69^{\circ}15'05''$ ;

Thence non-tangent from said curve North  $1^{\circ}56'13''$  West 28.50 feet;

Thence North  $24^{\circ}51'39''$  East 69.58 feet to a line 3.00 feet southeasterly and parallel with measured at right angles from the northwesterly line of said Lot "M";

Thence along the following two (2) course which are 3.00 feet southeasterly and concentric or parallel with said northwesterly line of said Lot "M";

1. North  $34^{\circ}22'09''$  East 390.86 feet to the beginning of a tangent curve concave southeasterly having a radius of 1061.00 feet,
2. northeasterly 44.32 feet along said curve through a central angle of  $2^{\circ}23'37''$  to a compound curve concave southeasterly having a radius of 229.66 feet;

Thence northeasterly 24.23 feet along said compound curve through a central angle of  $6^{\circ}02'40''$ ;

Thence tangent from said curve, North  $42^{\circ}48'26''$  East 23.93 feet;

Thence North  $40^{\circ}08'04''$  East 53.99 feet;

Thence North  $38^{\circ}48'53''$  East 109.90 feet;

## EXHIBIT "A"

### Legal Description

#### Conservation Easement Dedication

Thence North 38°49'01" East 30.73 feet;  
Thence North 39°23'55" East 54.19 feet;  
Thence North 41°09'52" East 69.25 feet;  
Thence North 44°15'43" East 8.98 feet;  
Thence North 43°35'03" East 15.15 feet;  
Thence North 53°32'25" East 32.07 feet;  
Thence North 55°04'13" East 3.91 feet;  
Thence North 50°12'41" East 38.25 feet;  
Thence North 52°37'05" East 40.87 feet;  
Thence North 54°14'55" East 43.45 feet;  
Thence North 55°14'32" East 43.62 feet;  
Thence North 54°48'46" East 43.92 feet;  
Thence North 54°10'45" East 69.37 feet;  
Thence North 54°10'54" East 19.06 feet;  
Thence North 54°09'07" East 44.26 feet;  
Thence North 54°08'57" East 44.24 feet;  
Thence North 54°10'30" East 43.87 feet;  
Thence North 54°17'33" East 41.90 feet;  
Thence North 54°03'29" East 45.08 feet;  
Thence North 51°55'02" East 64.33 feet;  
Thence North 48°36'37" East 114.47 feet;  
Thence North 51°33'28" East 40.03 feet;  
Thence North 31°12'54" West 15.00 feet;  
Thence North 45°23'06" East 54.64 feet;  
Thence North 48°10'41" East 40.20 feet;  
Thence North 46°20'12" East 80.13 feet;

EXHIBIT "A"

Legal Description

Conservation Easement Dedication

Thence North 48°00'12" East 74.59 feet;  
Thence North 89°56'04" East 55.29 feet;  
Thence South 41°16'51" East 10.85 feet;  
Thence South 86°25'19" East 21.57 feet;  
Thence North 73°33'03" East 11.44 feet;  
Thence North 49°07'47" East 22.09 feet;  
Thence North 48°24'00" East 54.50 feet to a point on the northeasterly line of said Lot "E" and  
the southwesterly line of said Parcel "C", said point bears South 41°16'51" East 31.30 feet from  
the most northerly corner of said Lot "E";

Thence North 41°43'58" East 15.59 feet;

Thence North 46°16'08" East 38.03 feet;

Thence North 46°12'36" East 40.24 feet;

Thence North 44°16'18" East 47.53 feet;

Thence North 44°21'32" East 55.56 feet;

Thence North 45°25'14" East 34.29 feet;

Thence North 45°28'41" East 33.90 feet;

Thence North 47°19'46" East 34.89 feet;

Thence North 50°46'23" East 36.36 feet;

Thence North 48°25'34" East 34.90 feet;

Thence North 44°49'14" East 64.73 feet;

Thence North 46°48'55" East 42.02 feet;

Thence North 46°30'14" East 23.11 feet;

Thence North 45°45'06" East 35.10 feet;

Thence North 45°58'06" East 34.03 feet;

Thence North 45°23'05" East 36.10 feet;

Thence North 50°42'21" East 34.03 feet to the beginning of a tangent curve concave  
southeasterly having a radius of 455.65 feet;

Thence northeasterly 24.12 feet along said tangent curve through a central angle of 3°01'58";

EXHIBIT "A"

Legal Description

Conservation Easement Dedication

Thence tangent from said curve, North 53°44'19" East 83.12 feet;

Thence North 54°29'11" East 68.10 feet;

Thence North 44°12'20" East 42.12 feet;

Thence North 65°23'48" East 42.95 feet;

Thence North 71°02'35" East 19.82 feet to a non-tangent curve concave southwesterly having a radius of 1739.00 feet, a radial line to the beginning of said curve bears North 24°08'44" East, said point being on the northeasterly line of said Tract 36294;

Thence southeasterly 66.19 feet along said northeasterly line of Tract 36294 and non-tangent curve through a central angle of 2°10'51";

Thence non-tangent from said curve South 54°21'16" West 67.46 feet;

Thence South 46°43'09" West 10.00 feet;

Thence South 37°42'47" West 29.98 feet;

Thence South 42°43'02" West 19.18 feet;

Thence South 45°43'16" West 33.21 feet;

Thence South 49°15'22" West 34.64 feet;

Thence South 52°52'42" West 34.89 feet;

Thence South 56°17'29" West 35.54 feet;

Thence South 54°24'39" West 34.79 feet;

Thence South 50°23'25" West 35.36 feet;

Thence South 46°41'35" West 34.97 feet;

Thence South 45°55'51" West 138.72 feet;

Thence South 42°09'24" West 74.11 feet;

Thence South 47°36'48" West 40.08 feet;

Thence South 50°38'24" West 24.02 feet;

Thence South 35°33'39" West 24.33 feet;

Thence South 27°15'12" West 22.15 feet;

Thence South 34°54'31" West 20.18 feet;

Thence South 45°35'14" West 63.73 feet;

EXHIBIT "A"

Legal Description

Conservation Easement Dedication

Thence South 46°58'10" West 49.34 feet;  
Thence South 47°14'08" West 54.39 feet;  
Thence South 57°19'22" West 6.28 feet;  
Thence South 62°21'53" West 50.92 feet;  
Thence South 50°15'36" West 25.43 feet;  
Thence South 47°34'00" West 67.48 feet;  
Thence South 35°46'37" West 10.94 feet;  
Thence South 29°36'04" West 29.73 feet;  
Thence South 31°23'27" West 20.23 feet;  
Thence South 30°26'16" West 20.19 feet;  
Thence South 27°56'40" West 25.49 feet;  
Thence South 35°58'30" West 2.51 feet;  
Thence South 44°57'09" West 61.31 feet;  
Thence South 33°25'38" West 31.09 feet;  
Thence South 31°30'08" West 31.70 feet;  
Thence South 31°27'59" West 22.70 feet;  
Thence South 29°29'41" West 14.21 feet;  
Thence South 32°04'43" West 23.63 feet;  
Thence South 32°36'50" West 24.82 feet;  
Thence South 36°48'47" West 76.39 feet;  
Thence South 42°56'50" West 22.69 feet;  
Thence South 50°03'07" West 17.49 feet;  
Thence South 53°01'55" West 25.85 feet;  
Thence South 48°54'42" West 19.79 feet;  
Thence South 49°40'55" West 27.60 feet;  
Thence South 54°26'30" West 22.09 feet;



EXHIBIT "A"

Legal Description

Conservation Easement Dedication

Thence South 60°24'21" West 20.85 feet;  
Thence South 49°19'31" West 23.06 feet;  
Thence South 50°13'06" West 30.00 feet;  
Thence South 50°10'04" West 60.31 feet;  
Thence South 56°12'32" West 63.34 feet;  
Thence South 57°23'21" West 74.25 feet;  
Thence South 53°29'51" West 72.34 feet;  
Thence South 57°48'29" West 81.25 feet;  
Thence South 67°29'28" West 42.36 feet;  
Thence South 68°25'42" West 26.56 feet;  
Thence South 70°20'34" West 33.72 feet;  
Thence South 66°12'44" West 7.20 feet;  
Thence South 57°24'53" West 47.83 feet;  
Thence South 52°02'08" West 18.29 feet;  
Thence South 44°33'23" West 38.70 feet;  
Thence South 40°01'30" West 41.29 feet;  
Thence South 35°58'00" West 28.00 feet;  
Thence South 37°44'52" West 20.60 feet;  
Thence South 30°05'03" West 15.97 feet;  
Thence South 26°47'40" West 55.42 feet;  
Thence South 31°59'25" West 172.22 feet;  
Thence South 33°40'00" West 79.14 feet;  
Thence South 27°34'41" West 32.91 feet;  
Thence South 32°17'58" West 19.81 feet;  
Thence South 33°38'35" West 51.22 feet;  
Thence South 33°12'44" West 93.38 feet;

EXHIBIT "A"

Legal Description

Conservation Easement Dedication

Thence South 32°14'00" West 38.52 feet;  
Thence South 33°11'47" West 34.05 feet;  
Thence South 33°39'02" West 36.41 feet;  
Thence South 35°33'31" West 75.06 feet;  
Thence South 34°06'17" West 42.41 feet;  
Thence South 35°20'38" West 41.23 feet;  
Thence South 30°41'48" West 60.64 feet;  
Thence South 28°21'20" West 91.24 feet;  
Thence South 29°34'17" West 31.48 feet;  
Thence South 27°20'28" West 41.64 feet;  
Thence South 23°17'14" West 84.25 feet;  
Thence South 25°39'53" West 19.94 feet;  
Thence South 27°39'49" West 22.46 feet;  
Thence South 33°01'12" West 31.22 feet;  
Thence South 36°09'15" West 45.12 feet;  
Thence South 40°09'04" West 58.72 feet;  
Thence South 44°15'13" West 30.99 feet;  
Thence South 45°40'26" West 40.86 feet;  
Thence South 44°30'22" West 60.27 feet;  
Thence South 42°28'54" West 105.23 feet;  
Thence South 34°52'08" West 30.94 feet;  
Thence South 35°24'25" West 33.35 feet;  
Thence South 36°46'30" West 64.43 feet;  
Thence South 29°20'02" West 62.79 feet;  
Thence South 25°53'36" West 63.96 feet;  
Thence South 31°58'30" West 22.26 feet;

EXHIBIT "A"

Legal Description

Conservation Easement Dedication

Thence South 34°38'12" West 17.82 feet;  
Thence South 41°45'23" West 24.54 feet;  
Thence South 43°04'12" West 27.44 feet;  
Thence South 27°21'04" West 22.13 feet;  
Thence South 32°29'18" West 28.16 feet;  
Thence South 39°37'24" West 40.17 feet;  
Thence South 46°52'18" West 28.52 feet;  
Thence South 50°59'22" West 27.30 feet;  
Thence South 50°26'53" West 62.56 feet;  
Thence South 43°23'06" West 99.90 feet;  
Thence South 39°49'57" West 48.79 feet;  
Thence South 44°28'35" West 19.42 feet;  
Thence South 46°03'45" West 15.95 feet;  
Thence South 48°34'56" West 32.18 feet;  
Thence South 50°30'54" West 28.94 feet;  
Thence South 53°22'45" West 32.28 feet;  
Thence South 56°37'18" West 97.89 feet;  
Thence South 53°25'02" West 47.12 feet;  
Thence South 54°04'48" West 42.16 feet;  
Thence South 55°12'35" West 51.44 feet;  
Thence South 56°28'58" West 53.45 feet;  
Thence South 63°13'29" West 29.90 feet;  
Thence South 64°16'02" West 49.48 feet;  
Thence South 59°49'10" West 67.92 feet;  
Thence South 55°16'11" West 37.93 feet;  
Thence South 52°55'08" West 39.07 feet;

EXHIBIT "A"

Legal Description

Conservation Easement Dedication

Thence South 51°26'49" West 105.67 feet;

Thence South 62°43'00" West 8.39 feet;

Thence South 32°39'47" West 11.13 feet;

Thence South 46°06'28" West 21.13 feet;

Thence South 55°37'30" West 30.27 feet;

Thence South 71°10'06" West 28.31 feet;

Thence South 56°56'24" West 15.83 feet;

Thence South 18°59'07" West 5.99 feet;

Thence South 32°31'32" West 9.43 feet to a point on the southerly line of said Parcel "A";

Thence along said southerly line and the southerly line of said Lot "M", North 89°39'38" West 250.37 feet to the **TRUE POINT OF BEGINNING**.

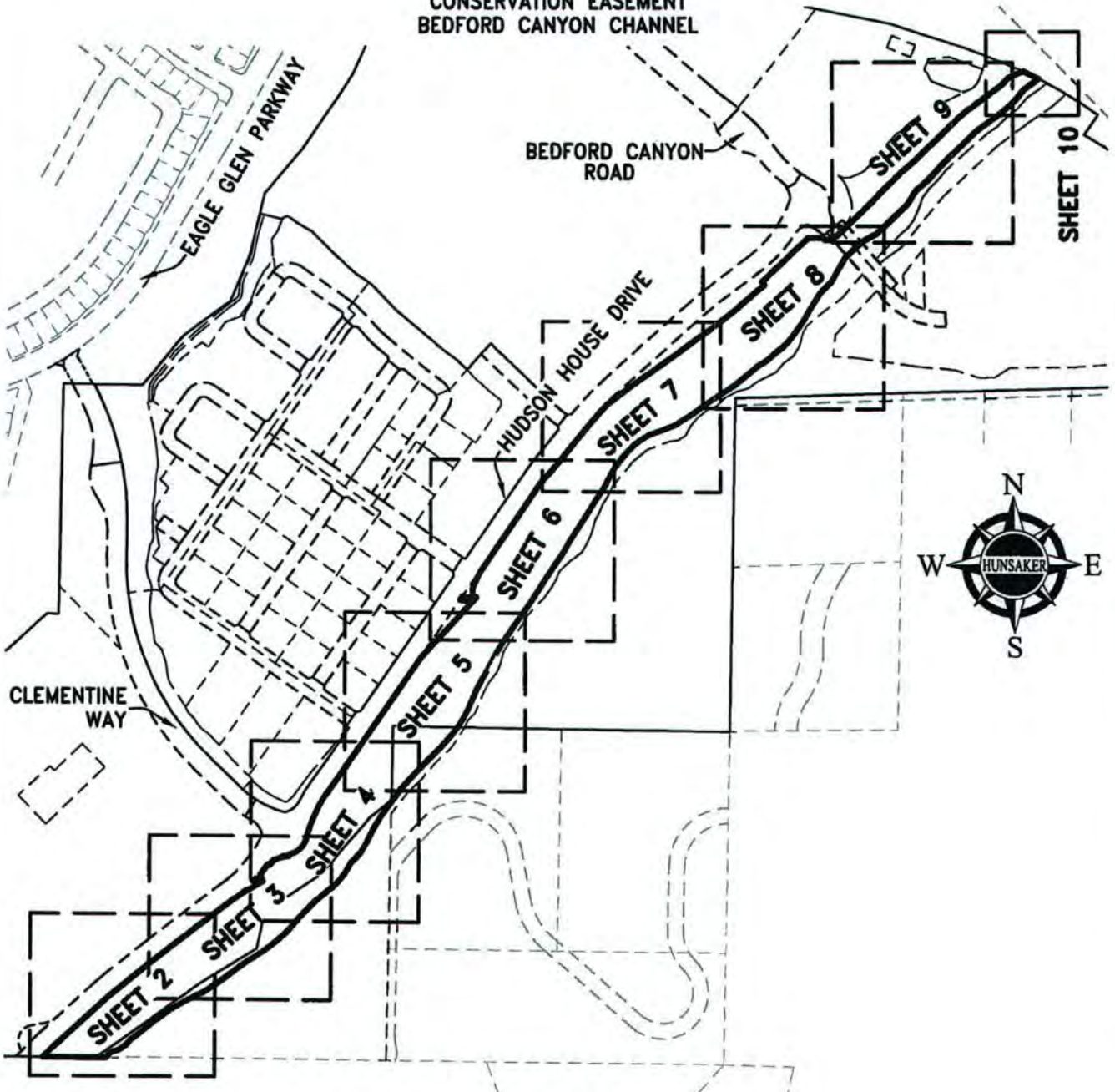
Containing 1,040,575 Square Feet, 23.888 Acres, more or less.

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

  
\_\_\_\_\_  
Paul R. Huddleston Jr.      Date  
PLS 7083



**EXHIBIT "B"**  
**CONSERVATION EASEMENT**  
**BEDFORD CANYON CHANNEL**



**INDEX SHEET**



*7/20/18*  
 DATE  
*Paul R. Huddleston Jr.*  
 PAUL R. HUDDLESTON, JR., PLS 7083

SECTIONS 16, 17 & 20, T.4S. R.6W., S.B.M. LD2017-015

DATE 7/20/2018	SCALE N.T.S.	SHEET 1 OF 16
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**HUNSAKER & ASSOCIATES IRVINE, INC**  
**INLAND EMPIRE REGION**  
 2900 ADAMS STREET, SUITE A-15  
 RIVERSIDE CA 92504 (951)352-7200  
 PLANNING/ENGINEERING/SURVEYING/GOVERNMENT RELATIONS

# EXHIBIT "B"

## CONSERVATION EASEMENT BEDFORD CANYON CHANNEL



TRACT NO. 36294

LOT 1

HUDSON HOUSE DRIVE

**CONSERVATION EASEMENT**  
1,040,575 SQ. FT.  
23.888 AC.

TRACT BOUNDARY

SEE SHEET 3

M.B. 456/23-38

LOT "B"

LOT "M"

PARCEL A  
L.L.A. No. 05574  
INST. No. 2017-0092680

SE'LY LIMIT OF RCFC&WCD R/W

NW'LY LIMIT OF RCFC&WCD R/W

N45°26'54"W  
RAD

N42°25'39"W RAD  
209.21'

N89°39'38"W 254.55'

P.O.B.  
WESTERLY CORNER  
OF LOT "M"

SOUTHERLY LINE OF NE 1/4 SEC. 20

4.18'

250.37'

41.16'

105.67'

S51°26'49"W

L61

L62

L63

L64

L65

L66

L67

L68

L115

L116

L117

L118

L119

L120

N47°34'21"E 281.22'

N38°48'36"W  
RAD

N42°25'39"W  
RAD

N51°11'24"E 168.83'

N38°48'36"W  
RAD

N51°11'24"E 168.83'

N38°48'36"W  
RAD

N38°48'36"W  
RAD

N38°48'36"W  
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N38°48'36"W  
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N38°48'36"W  
RAD

SEE SHEETS 12 THRU 16 FOR LINE DATA AND  
CURVE DATA TABLES.

SECTIONS 16, 17 & 20, T.4S. R.6W., S.B.M. LD2017-015

DATE 7/20/2018	SCALE 1" = 100'	SHEET 2 OF 16
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**HUNSAKER & ASSOCIATES IRVINE, INC**  
INLAND EMPIRE REGION  
2900 ADAMS STREET, SUITE A-15  
RIVERSIDE CA 92504 (951)352-7200  
PLANNING/ENGINEERING/SURVEYING/GOVERNMENT RELATIONS

# EXHIBIT "B"

## CONSERVATION EASEMENT BEDFORD CANYON CHANNEL



SCALE: 1" = 100'

TRACT NO. 36294

SEE SHEET 11  
FOR DETAIL "A"

SEE SHEET 4

NW'LY LIMIT OF RCFC&WCD R/W

LOT 1

M.B. 456/23-38

HUDSON HOUSE DRIVE  
LOT "B"

LOT "M"

CONSERVATION EASEMENT  
1,040,575 SQ. FT.  
23.888 AC.

PARCEL A  
L.L.A. No. 05574  
INST. No. 2017-0092680

SEE SHEET 2

SEE SHEET 2

SEE SHEET 4

SE'LY LIMIT OF RCFC&WCD R/W

SECTIONS 16, 17 & 20, T.4S. R.6W., S.B.M.

LD2017-015

DATE  
7/20/2018

SCALE  
1" = 100'

SHEET 3 OF 16



**HUNSAKER & ASSOCIATES IRVINE, INC**  
INLAND EMPIRE REGION  
2900 ADAMS STREET, SUITE A-15  
RIVERSIDE CA 92504 (951)352-7200  
PLANNING/ENGINEERING/SURVEYING/GOVERNMENT RELATIONS

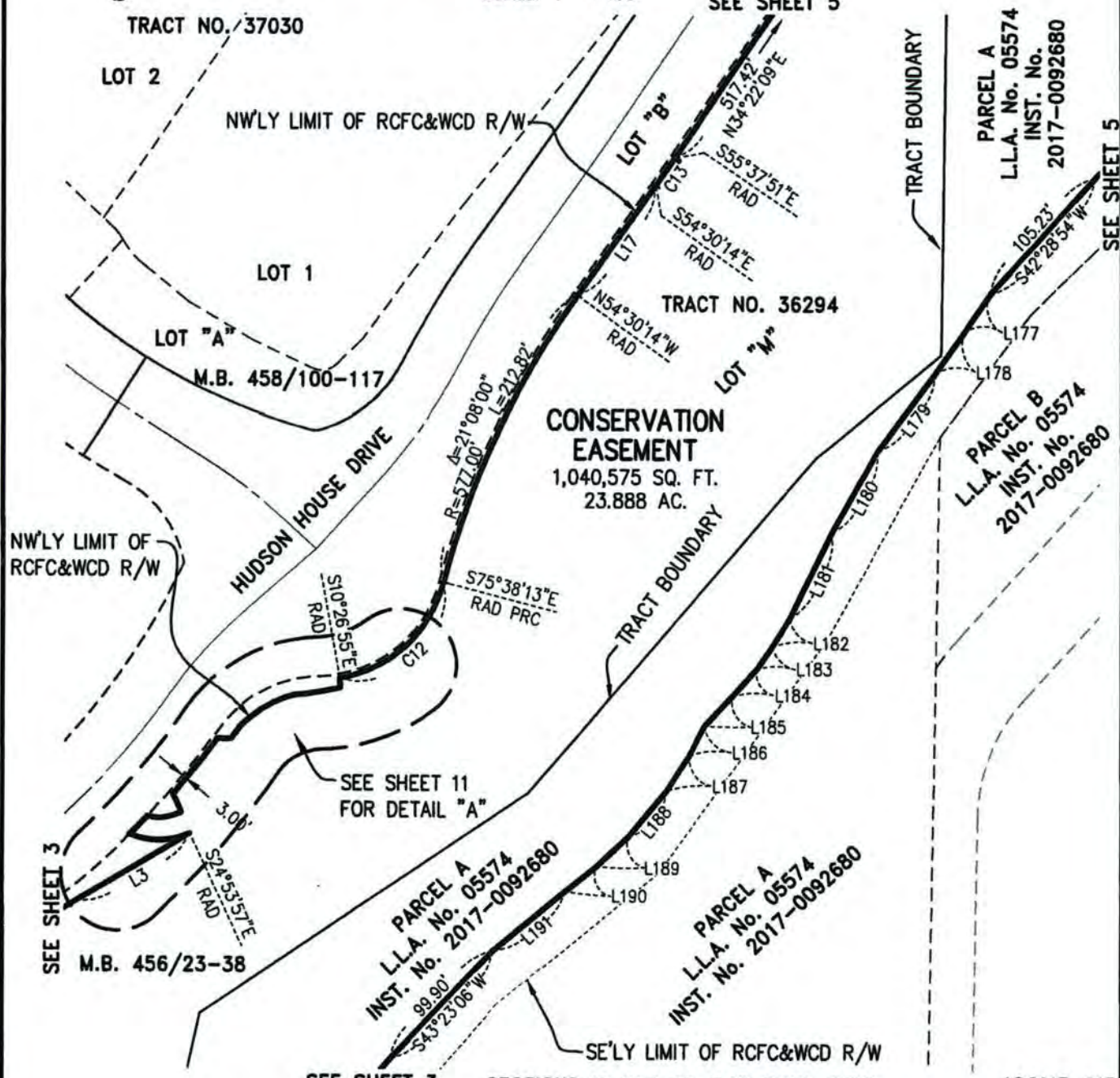
SEE SHEETS 12 THRU 16 FOR LINE DATA AND  
CURVE DATA TABLES.

# EXHIBIT "B"

## CONSERVATION EASEMENT BEDFORD CANYON CHANNEL



SCALE: 1" = 100'



DATE 7/20/2018	SCALE 1" = 100'	SHEET 4 OF 16
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**HUNSAKER & ASSOCIATES IRVINE, INC**  
**INLAND EMPIRE REGION**  
 2900 ADAMS STREET, SUITE A-15  
 RIVERSIDE CA 92504 (951)352-7200  
 PLANNING/ENGINEERING/SURVEYING/GOVERNMENT RELATIONS

SEE SHEETS 12 THRU 16 FOR LINE DATA AND CURVE DATA TABLES.



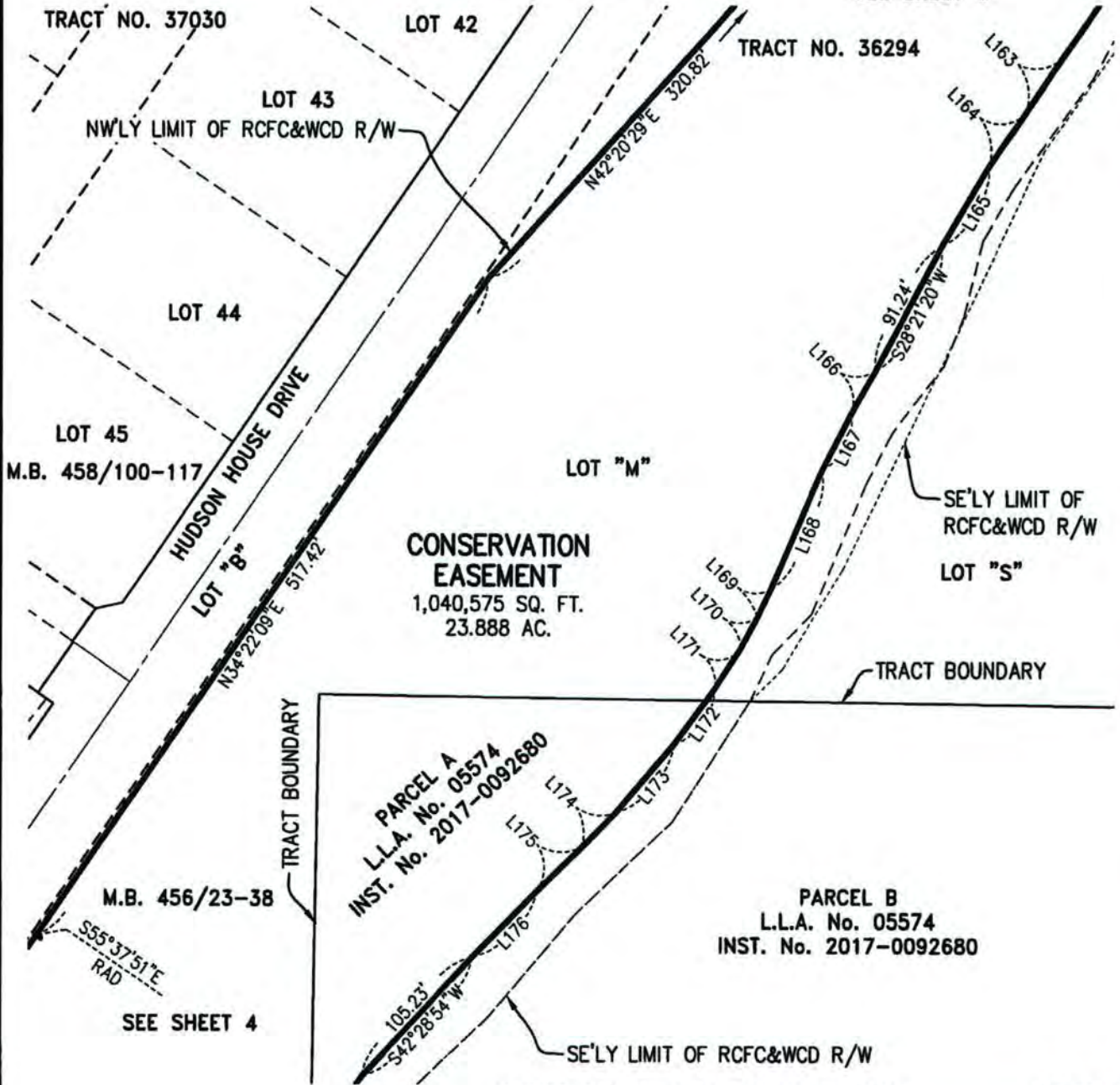
# EXHIBIT "B"

## CONSERVATION EASEMENT BEDFORD CANYON CHANNEL



SCALE: 1" = 100'

SEE SHEET 6



SECTIONS 16, 17 & 20, T.4S. R.6W., S.B.M.

LD2017-015

DATE 7/20/2018	SCALE 1" = 100'	SHEET 5 OF 16
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**HUNSAKER & ASSOCIATES IRVINE, INC**  
**INLAND EMPIRE REGION**  
 2900 ADAMS STREET, SUITE A-15  
 RIVERSIDE CA 92504 (951)352-7200  
 PLANNING/ENGINEERING/SURVEYING/GOVERNMENT RELATIONS

SEE SHEETS 12 THRU 16 FOR LINE DATA AND CURVE DATA TABLES.

# EXHIBIT "B"

## CONSERVATION EASEMENT BEDFORD CANYON CHANNEL



SCALE: 1" = 100'

SEE SHEET 7

TRACT NO. 37030

TRACT NO. 36294

LOT 14

LOT "G"

NW'LY LIMIT OF RCFC&WCD R/W

M.B. 458/100-117

**CONSERVATION  
EASEMENT**  
1,040,575 SQ. FT.  
23.888 AC.

LOT "M"

LOT "M"

SE'LY LIMIT OF  
RCFC&WCD R/W

LOT "S"

M.B. 456/23-38

HUDSON HOUSE DRIVE

N34°22'09"E 390.86'

N47°11'34"W  
RAD  
N53°14'14"W  
RAD PCC  
N55°37'51"W  
RAD

3.00'

3.00'

93.38'

S33°12'44"W

S31°03'31"W  
RAD

L18

S32°03'08"W  
RAD

C14

N42°20'29"E 320.82'

S38°11'35"E  
RAD

L19

S47°39'31"E  
RAD

C15

L163

L164

L159

L160

L161

L162

L155

L156

L157

L158

L159

L160

L161

L162

L163

L164

L165

L166

L167

L168

L169

L170

L171

L172

L173

L174

L175

L176

L177

SEE SHEET 5

SECTIONS 16, 17 & 20, T.4S. R.6W., S.B.M.

LD2017-015

DATE 7/20/2018	SCALE 1" = 100'	SHEET 6 OF 16
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**HUNSAKER & ASSOCIATES IRVINE, INC**  
INLAND EMPIRE REGION  
2900 ADAMS STREET, SUITE A-15  
RIVERSIDE CA 92504 (951)352-7200  
PLANNING/ENGINEERING/SURVEYING/GOVERNMENT RELATIONS

SEE SHEETS 12 THRU 16 FOR LINE DATA AND CURVE DATA TABLES.

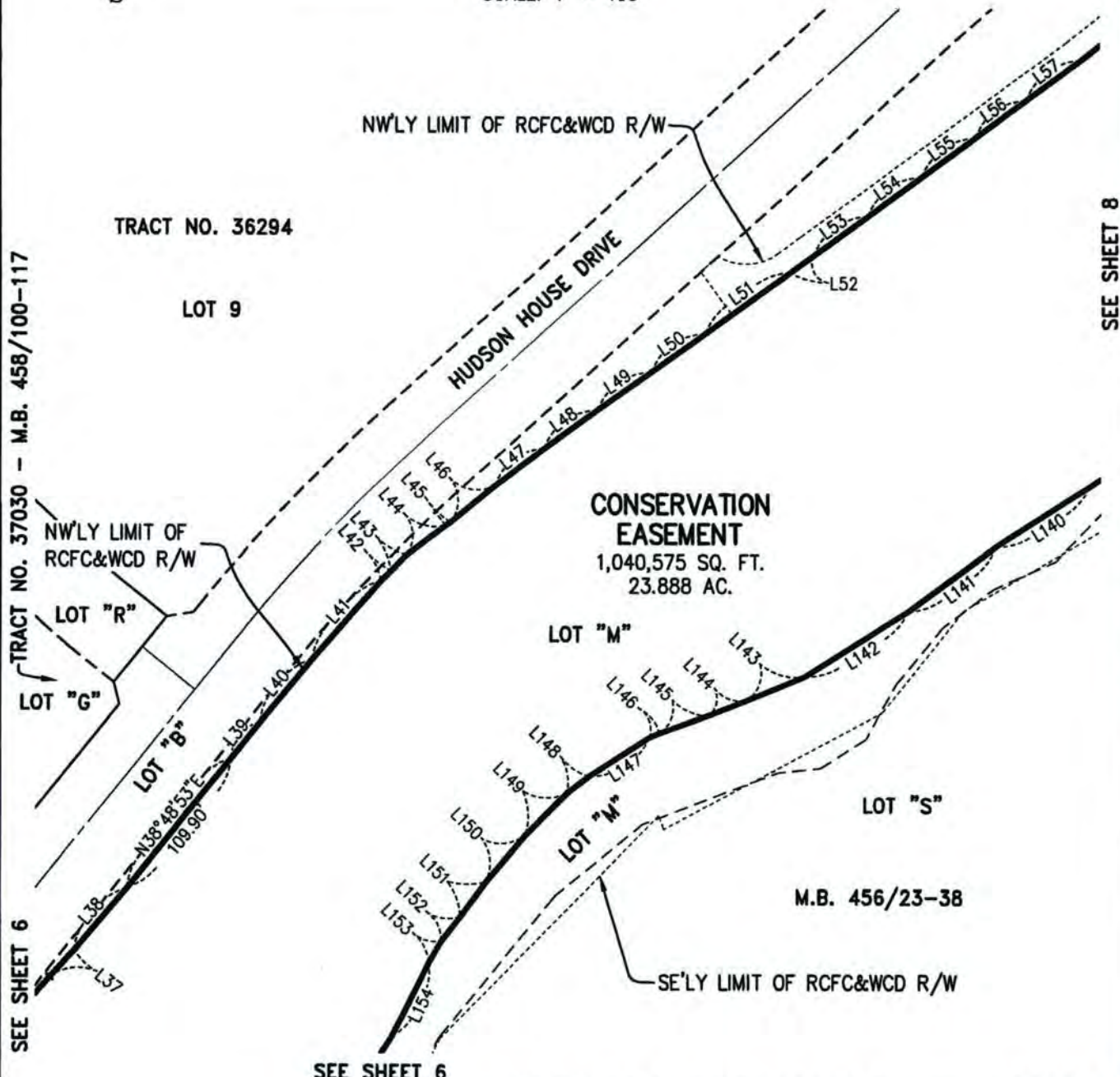
SEE SHEET 7

# EXHIBIT "B"

## CONSERVATION EASEMENT BEDFORD CANYON CHANNEL



SCALE: 1" = 100'



**CONSERVATION EASEMENT**  
1,040,575 SQ. FT.  
23.888 AC.

SEE SHEET 6

SEE SHEET 8

SECTIONS 16, 17 & 20, T.4S. R.6W., S.B.M.

LD2017-015

DATE 7/20/2018	SCALE 1" = 100'	SHEET 7 OF 16
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**HUNSAKER & ASSOCIATES IRVINE, INC**  
INLAND EMPIRE REGION  
2900 ADAMS STREET, SUITE A-15  
RIVERSIDE CA 92504 (951)352-7200  
PLANNING/ENGINEERING/SURVEYING/GOVERNMENT RELATIONS

SEE SHEETS 12 THRU 16 FOR LINE DATA AND CURVE DATA TABLES.

# EXHIBIT "B"

## CONSERVATION EASEMENT BEDFORD CANYON CHANNEL



LLA 18-001  
INST. No.  
2018-0137411, O.R.

SEE SHEET 9  
PARCEL "C"

NW'LY LIMIT OF RCFC&WCD R/W  
TRACT NO. 36294

LOT 9

LOT "B"  
HUDSON HOUSE DRIVE

LOT "M"

LOT "M"  
CONSERVATION EASEMENT  
1,040,575 SQ. FT.  
23.888 AC.

LOT 10

LOT "S"

M.B. /456/23-38

SE'LY LIMIT OF RCFC&WCD R/W

SEE SHEET 7

SECTIONS 16, 17 & 20, T.4S. R.6W., S.B.M.

LD2017-015

DATE 7/20/2018	SCALE 1" = 100'	SHEET 8 OF 16
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**HUNSAKER & ASSOCIATES IRVINE, INC**  
INLAND EMPIRE REGION  
2900 ADAMS STREET, SUITE A-15  
RIVERSIDE CA 92504 (951)352-7200  
PLANNING/ENGINEERING/SURVEYING/GOVERNMENT RELATIONS

SEE SHEETS 12 THRU 16 FOR LINE DATA AND CURVE DATA TABLES.

# EXHIBIT "B"

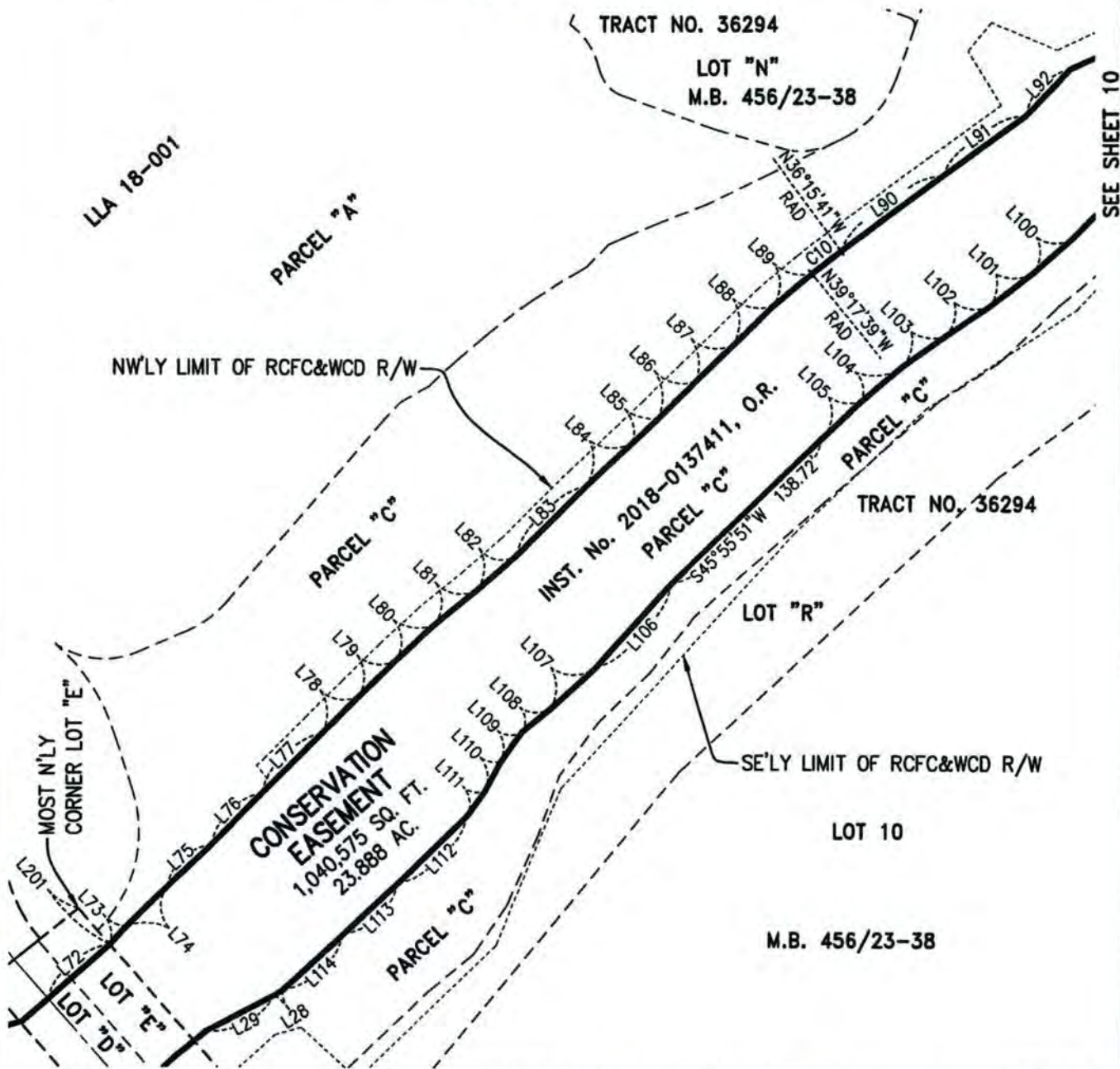
## CONSERVATION EASEMENT BEDFORD CANYON CHANNEL



0 50 100 200 400



SCALE: 1" = 100'



SEE SHEET 8

SEE SHEET 10

SECTIONS 16, 17 & 20, T.4S. R.6W., S.B.M.

LD2017-015

DATE 7/20/2018	SCALE 1" = 100'	SHEET 9 OF 16
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**HUNSAKER & ASSOCIATES IRVINE, INC**  
**INLAND EMPIRE REGION**  
 2900 ADAMS STREET, SUITE A-15  
 RIVERSIDE CA 92504 (951)352-7200  
 PLANNING/ENGINEERING/SURVEYING/GOVERNMENT RELATIONS

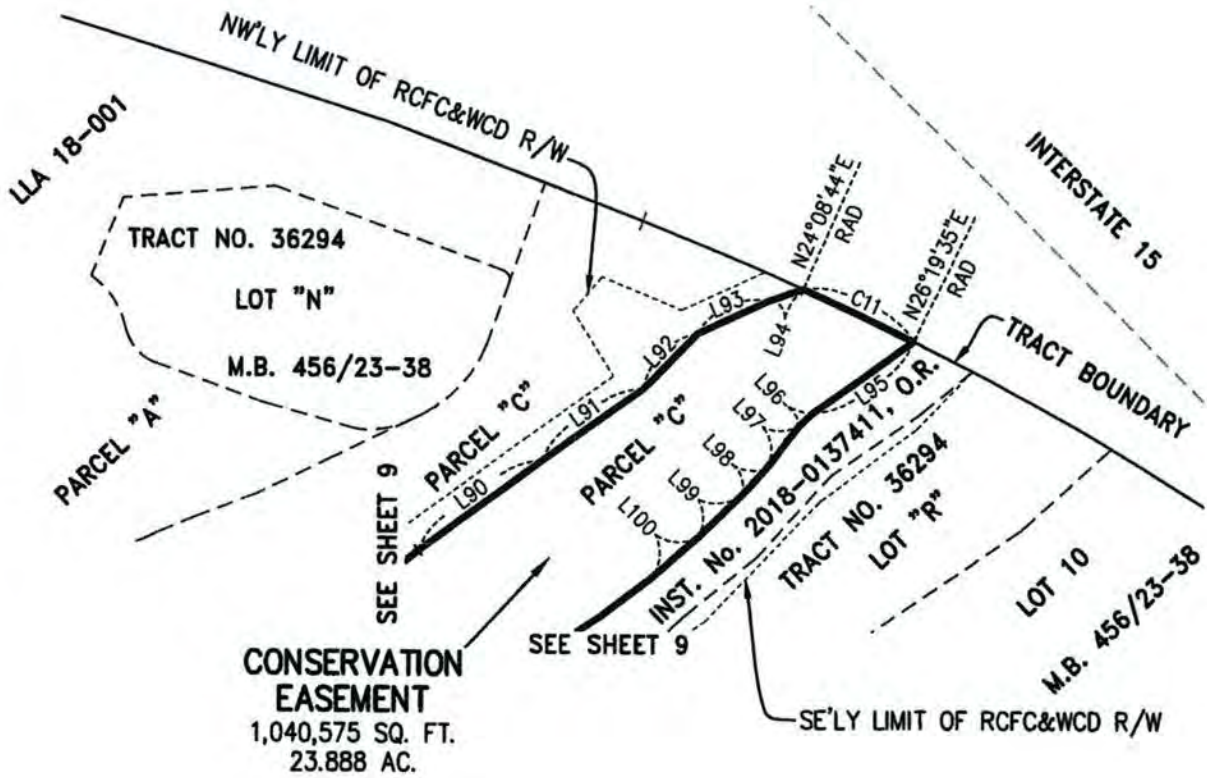
SEE SHEETS 12 THRU 16 FOR LINE DATA AND CURVE DATA TABLES.

# EXHIBIT "B"

## CONSERVATION EASEMENT BEDFORD CANYON CHANNEL



SCALE: 1" = 100'



**CONSERVATION  
EASEMENT**  
1,040,575 SQ. FT.  
23.888 AC.

SECTIONS 16, 17 & 20, T.4S. R.6W., S.B.M.

LD2017-015

DATE 7/20/2018	SCALE 1" = 100'	SHEET 10 OF 16
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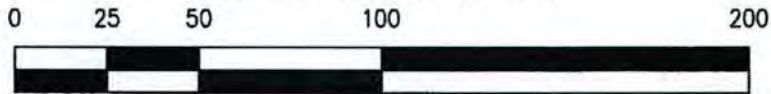


**HUNSAKER & ASSOCIATES IRVINE, INC**  
INLAND EMPIRE REGION  
2900 ADAMS STREET, SUITE A-15  
RIVERSIDE CA 92504 (951)352-7200  
PLANNING/ENGINEERING/SURVEYING/GOVERNMENT RELATIONS

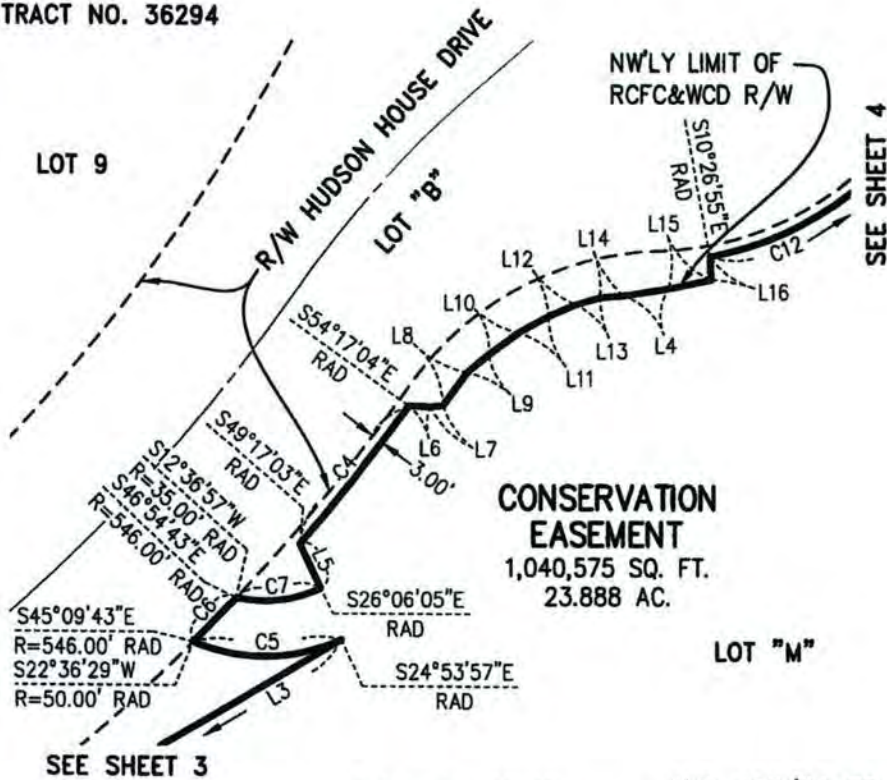
SEE SHEETS 12 THRU 16 FOR LINE DATA AND  
CURVE DATA TABLES.



**EXHIBIT "B"**  
**CONSERVATION EASEMENT**  
**BEDFORD CANYON CHANNEL**



TRACT NO. 36294



SEE SHEET 3

SEE SHEET 4

**CONSERVATION EASEMENT**  
 1,040,575 SQ. FT.  
 23.888 AC.

**DETAIL "A"**  
 (SEE SHEET 3)

M.B. 456/23-38

SECTIONS 16, 17 & 20, T.4S. R.6W., S.B.M. LD2017-015

DATE 7/20/2018	SCALE 1" = 20'	SHEET 11 OF 16
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	<b>HUNSAKER &amp; ASSOCIATES IRVINE, INC</b> <b>INLAND EMPIRE REGION</b> 2900 ADAMS STREET, SUITE A-15 RIVERSIDE CA 92504 (951)352-7200 PLANNING/ENGINEERING/SURVEYING/GOVERNMENT RELATIONS
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SEE SHEETS 12 THRU 16 FOR LINE DATA AND CURVE DATA TABLES.

**EXHIBIT "B"**  
**CONSERVATION EASEMENT**  
**BEDFORD CANYON CHANNEL**

**LINE DATA TABLE**

L#	BEARING	LENGTH
L1	N66°30'39"E	5.66'
L2	N56°08'52"E	40.61'
L3	N59°17'09"E	88.75'
L4	N81°23'13"E	12.34'
L5	N25°02'15"W	13.40'
L6	S87°15'44"E	5.87'
L7	N83°41'13"E	3.42'
L8	N36°10'11"E	11.03'
L9	N50°06'20"E	7.84'
L10	N54°04'03"E	9.86'
L11	N61°17'24"E	9.34'
L12	N65°56'11"E	7.98'
L13	N73°32'49"E	6.97'
L14	N85°27'25"E	6.30'
L15	N78°15'09"E	12.13'
L16	N03°39'59"W	6.27'
L17	N35°29'46"E	90.32'
L18	N34°22'09"E	15.02'
L19	N01°56'13"W	28.50'
L20	N24°51'39"E	69.58'
L21	N31°12'54"W	15.00'
L22	N45°23'06"E	54.64'
L23	N48°10'41"E	40.20'
L24	N46°20'12"E	80.13'
L25	N48°00'12"E	74.59'

**LINE DATA TABLE**

L#	BEARING	LENGTH
L26	N89°56'04"E	55.29'
L27	S41°16'51"E	10.85'
L28	S57°19'22"W	6.28'
L29	S62°21'53"W	50.92'
L30	S50°15'36"W	25.43'
L31	S47°34'00"W	67.48'
L32	S35°46'37"W	10.94'
L33	S29°36'04"W	29.73'
L34	S31°23'27"W	20.23'
L35	S30°26'16"W	20.19'
L36	S27°56'40"W	25.49'
L37	N42°48'26"E	23.93'
L38	N40°08'04"E	53.99'
L39	N38°49'01"E	30.73'
L40	N39°23'55"E	54.19'
L41	N41°09'52"E	69.25'
L42	N44°15'43"E	8.98'
L43	N43°35'03"E	15.15'
L44	N53°32'25"E	32.07'
L45	N55°04'13"E	3.91'
L46	N50°12'41"E	38.25'
L47	N52°37'05"E	40.87'
L48	N54°14'55"E	43.45'
L49	N55°14'32"E	43.62'
L50	N54°48'46"E	43.92'

SECTIONS 16, 17 & 20, T.4S. R.6W., S.B.M.

LD2017-015

DATE 7/20/2018	SCALE NO SCALE	SHEET 12 OF 16
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**HUNSAKER & ASSOCIATES IRVINE, INC**  
**INLAND EMPIRE REGION**  
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**EXHIBIT "B"**  
**CONSERVATION EASEMENT**  
**BEDFORD CANYON CHANNEL**

**LINE DATA TABLE**

NO	BEARING	LENGTH
L51	N54°10'45"E	69.37'
L52	N54°10'54"E	19.06'
L53	N54°09'07"E	44.26'
L54	N54°08'57"E	44.24'
L55	N54°10'30"E	43.87'
L56	N54°17'33"E	41.90'
L57	N54°03'29"E	45.08'
L58	N51°55'02"E	64.33'
L59	N51°33'28"E	40.03'
L60	S35°58'30"W	2.51'
L61	S62°43'00"W	8.39'
L62	S32°39'47"W	11.13'
L63	S46°06'28"W	21.13'
L64	S55°37'30"W	30.27'
L65	S71°10'06"W	28.31'
L66	S56°56'24"W	15.83'
L67	S18°59'07"W	5.99'
L68	S32°31'32"W	9.43'
L69	S86°25'19"E	21.57'
L70	N73°33'03"E	11.44'
L71	N49°07'47"E	22.09'
L72	N48°24'00"E	54.50'
L73	N41°43'58"E	15.59'
L74	N46°16'08"E	38.03'
L75	N46°12'36"E	40.24'

**LINE DATA TABLE**

NO	BEARING	LENGTH
L76	N44°16'18"E	47.53'
L77	N44°21'32"E	55.56'
L78	N45°25'14"E	34.29'
L79	N45°28'41"E	33.90'
L80	N47°19'46"E	34.89'
L81	N50°46'23"E	36.36'
L82	N48°25'34"E	34.90'
L83	N44°49'14"E	64.73'
L84	N46°48'55"E	42.02'
L85	N46°30'14"E	23.11'
L86	N45°45'06"E	35.10'
L87	N45°58'06"E	34.03'
L88	N45°23'05"E	36.10'
L89	N50°42'21"E	34.03'
L90	N53°44'19"E	83.12'
L91	N54°29'11"E	68.10'
L92	N44°12'20"E	42.12'
L93	N65°23'48"E	42.95'
L94	N71°02'35"E	19.82'
L95	S54°21'16"W	67.46'
L96	S46°43'09"W	10.00'
L97	S37°42'47"W	29.98'
L98	S42°43'02"W	19.18'
L99	S45°43'16"W	33.21'
L100	S49°15'22"W	34.64'

SECTIONS 16, 17 & 20, T.4S. R.6W., S.B.M.

LD2017-015

DATE 7/20/2018	SCALE NO SCALE	SHEET 13 OF 16
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**HUNSAKER & ASSOCIATES IRVINE, INC**  
**INLAND EMPIRE REGION**  
 2900 ADAMS STREET, SUITE A-15  
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 PLANNING/ENGINEERING/SURVEYING/GOVERNMENT RELATIONS

**EXHIBIT "B"**  
**CONSERVATION EASEMENT**  
**BEDFORD CANYON CHANNEL**

*LINE DATA TABLE*

<i>L#</i>	<i>BEARING</i>	<i>LENGTH</i>
L101	S52°52'42"W	34.89'
L102	S56°17'29"W	35.54'
L103	S54°24'39"W	34.79'
L104	S50°23'25"W	35.36'
L105	S46°41'35"W	34.97'
L106	S42°09'24"W	74.11'
L107	S47°36'48"W	40.08'
L108	S50°38'24"W	24.02'
L109	S35°33'39"W	24.33'
L110	S27°15'12"W	22.15'
L111	S34°54'31"W	20.18'
L112	S45°35'14"W	63.73'
L113	S46°58'10"W	49.34'
L114	S47°14'08"W	54.39'
L115	S56°28'58"W	53.45'
L116	S63°13'29"W	29.90'
L117	S64°16'02"W	49.48'
L118	S59°49'10"W	67.92'
L119	S55°16'11"W	37.93'
L120	S52°55'08"W	39.07'
L121	S44°57'09"W	61.31'
L122	S33°25'38"W	31.09'
L123	S31°30'08"W	31.70'
L124	S31°27'59"W	22.70'
L125	S29°29'41"W	14.21'

*LINE DATA TABLE*

<i>L#</i>	<i>BEARING</i>	<i>LENGTH</i>
L126	S32°04'43"W	23.63'
L127	S32°36'50"W	24.82'
L128	S36°48'47"W	76.39'
L129	S42°56'50"W	22.69'
L130	S50°03'07"W	17.49'
L131	S53°01'55"W	25.85'
L132	S48°54'42"W	19.79'
L133	S49°40'55"W	27.60'
L134	S54°26'30"W	22.09'
L135	S60°24'21"W	20.85'
L136	S49°19'31"W	23.06'
L137	S50°13'06"W	30.00'
L138	S50°10'04"W	60.31'
L139	S56°12'32"W	63.34'
L140	S57°23'21"W	74.25'
L141	S53°29'51"W	72.34'
L142	S57°48'29"W	81.25'
L143	S67°29'28"W	42.36'
L144	S68°25'42"W	26.56'
L145	S70°20'34"W	33.72'
L146	S66°12'44"W	7.20'
L147	S57°24'53"W	47.83'
L148	S52°02'08"W	18.29'
L149	S44°33'23"W	38.70'
L150	S40°01'30"W	41.29'

SECTIONS 16, 17 & 20, T.4S. R.6W., S.B.M.

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DATE 7/20/2018	SCALE NO SCALE	SHEET 14 OF 16
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**HUNSAKER & ASSOCIATES IRVINE, INC**  
**INLAND EMPIRE REGION**  
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 PLANNING/ENGINEERING/SURVEYING/GOVERNMENT RELATIONS

**EXHIBIT "B"**

**CONSERVATION EASEMENT  
BEDFORD CANYON CHANNEL**

**LINE DATA TABLE**


L#	BEARING	LENGTH
L176	S44°30'22"W	60.27'
L177	S34°52'08"W	30.94'
L178	S35°24'25"W	33.35'
L179	S36°46'30"W	64.43'
L180	S29°20'02"W	62.79'
L181	S25°53'36"W	63.96'
L182	S31°58'30"W	22.26'
L183	S34°38'12"W	17.82'
L184	S41°45'23"W	24.54'
L185	S43°04'12"W	27.44'
L186	S27°21'04"W	22.13'
L187	S32°29'18"W	28.16'
L188	S39°37'24"W	40.17'
L189	S46°52'18"W	28.52'
L190	S50°59'22"W	27.30'
L191	S50°26'53"W	62.56'
L192	S39°49'57"W	48.79'
L193	S44°28'35"W	19.42'
L194	S46°03'45"W	15.95'
L195	S48°34'56"W	32.18'
L196	S50°30'54"W	28.94'
L197	S53°22'45"W	32.28'
L198	S53°25'02"W	47.12'
L199	S54°04'48"W	42.16'
L200	S55°12'35"W	51.44'

**LINE DATA TABLE**

L#	BEARING	LENGTH
L151	S35°58'00"W	28.00'
L152	S37°44'52"W	20.60'
L153	S30°05'03"W	15.97'
L154	S26°47'40"W	55.42'
L155	S33°40'00"W	79.14'
L156	S27°34'41"W	32.91'
L157	S32°17'58"W	19.81'
L158	S33°38'35"W	51.22'
L159	S32°14'00"W	38.52'
L160	S33°11'47"W	34.05'
L161	S33°39'02"W	36.41'
L162	S35°33'31"W	75.06'
L163	S34°06'17"W	42.41'
L164	S35°20'38"W	41.23'
L165	S30°41'48"W	60.64'
L166	S29°34'17"W	31.48'
L167	S27°20'28"W	41.64'
L168	S23°17'14"W	84.25'
L169	S25°39'53"W	19.94'
L170	S27°39'49"W	22.46'
L171	S33°01'12"W	31.22'
L172	S36°09'15"W	45.12'
L173	S40°09'04"W	58.72'
L174	S44°15'13"W	30.99'
L175	S45°40'26"W	40.86'

SECTIONS 16, 17 & 20, T.4S, R.6W, S.B.M. LD2017-015

DATE	7/20/2018
SCALE	NO SCALE
SHEET 15 OF 16	



**HUNSAKER & ASSOCIATES IRVINE, INC**  
 INLAND EMPIRE REGION  
 2900 ADAMS STREET, SUITE A-15  
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 PLANNING/ENGINEERING/SURVEYING/GOVERNMENT RELATIONS

**EXHIBIT "B"**  
**CONSERVATION EASEMENT**  
**BEDFORD CANYON CHANNEL**

**LINE DATA TABLE**

<i>L#</i>	<i>BEARING</i>	<i>LENGTH</i>
L201	N41°16'51"W	31.30'

**CURVE DATA TABLE**

<i>C#</i>	<i>DELTA</i>	<i>RADIUS</i>	<i>LENGTH</i>
C1	03°01'15"	1061.00'	55.94'
C2	03°37'03"	1053.00'	66.48'
C3	01°01'40"	505.00'	9.06'
C4	05°00'01"	549.00'	47.91'
C5	47°30'25"	50.00'	41.46'
C6	01°45'00"	546.00'	16.68'
C7	38°43'02"	35.00'	23.65'
C8	02°23'37"	1061.00'	44.32'
C9	06°02'40"	229.66'	24.23'
C10	03°01'58"	455.65'	24.12'
C11	02°10'51"	1739.00'	66.19'
C12	65°11'18"	88.00'	100.12'
C13	01°07'38"	1139.00'	22.41'
C14	79°42'40"	50.00'	69.56'
C15	69°15'05"	35.00'	42.30'

SECTIONS 16, 17 & 20, T.4S. R.6W., S.B.M.

LD2017-015

DATE 7/20/2018	SCALE NO SCALE	SHEET 16 OF 16
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**HUNSAKER & ASSOCIATES IRVINE, INC**  
**INLAND EMPIRE REGION**  
 2900 ADAMS STREET, SUITE A-15  
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California Natural Resources Agency  
**DEPARTMENT OF FISH AND WILDLIFE**  
Inland Deserts Region  
3602 Inland Empire Blvd., Suite C-220  
Ontario, Ca 91764  
(909) 484-0167  
[www.wildlife.ca.gov](http://www.wildlife.ca.gov)

*EDMUND G. BROWN, Jr., Governor*  
*CHARLTON H. BONHAM, Director*



July 25, 2016

John Sherwood  
Arantine Hills Holdings, LP  
85 Enterprise, Suite 450  
Aliso Viejo, CA 92656

Subject: Final Lake or Streambed Alteration Agreement  
Notification No. 1600-2015-0055-R6  
Arantine Hills Development Project

Dear Mr. Sherwood:

Enclosed is the final Streambed Alteration Agreement (Agreement) for the Arantine Hills Development Project (Project). Before the California Department of Fish and Wildlife (Department) may issue an Agreement, it must comply with the California Environmental Quality Act (CEQA). In this case, the Department, acting as a responsible agency, filed a Notice of Determination (NOD) within five working days of signing the Agreement. The NOD was based on information contained in the final Environmental Impact Report prepared by the lead agency.

Under CEQA, the filing of an NOD triggers a 30-day statute of limitations period during which an interested party may challenge the filing agency's approval of the Project. You may begin the Project before the statute of limitations expires if you have obtained all necessary local, state, and federal permits or other authorizations. However, if you elect to do so, it will be at your own risk.

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

Sincerely,

Kim Freeburn Marquez  
Environmental Scientist

cc: Peter Carlson, Carlson Strategic Land Solutions

*Conserving California's Wildlife Since 1870*

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



**STREAMBED ALTERATION AGREEMENT**  
NOTIFICATION No. 1600-2015-0055-R6 (REVISION 2)

Arantine Hills Holdings, LP  
ARANTINE HILLS DEVELOPMENT PROJECT

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and Arantine Hills Holdings, LP (Permittee) or as represented by Mr. John Sherwood.

**RECITALS**

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, Permittee notified CDFW on April 7, 2015, 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 Arantine Hills Development Project (Project) is located within Bedford Canyon Wash, and unnamed tributaries to Bedford Canyon Wash, south of Eagle Glen Parkway/Cajalco Road and west of Interstate 15 (I-15), in the City of Corona, County of Riverside, State of California; Latitude: 33°48'51.51" N, Longitude: -117°31'12.98" W.

**PROJECT DESCRIPTION**

The Project is limited to the construction of a master-planned residential community on 276 acres within the 310-acre Project site. The Project proposes to impact Bedford Canyon Wash, Tributary A, Tributary B, Tributary D, and Ditch A, as identified in Exhibit 1. The Project will completely avoid Tributary C.

- Tributary A and Tributary B will be "stabilized" where the streams cross the 20-foot wide bluff/maintenance access road before their confluence with Bedford Canyon Wash. Stabilization will consist of decomposed granite, concrete, or interlocking

pavers, based on input from RCFCD. A total of 0.003 acre will be impacted within Tributary A and Tributary B at the confluences with Bedford Canyon Wash.

- Ditch A will be permanently impacted in two locations as the result of grading/fill required for geotechnical stabilization and the construction of housing pads, manufactured slopes, and site access.
- The entirety of Tributary D will be permanently impacted as the result of grading/fill required for geotechnical stabilization and the construction of housing pads and associated infrastructure.
- Bedford Canyon Wash will be impacted to facilitate the widening of the channel and construction of armored side slopes/stream banks, buried grade control structures, a debris basin, and a road crossing. The entirety of the existing Bedford Canyon Wash within the Project boundary (9.41 acres) will be impacted during implementation of the above activities. Riverside County Flood Control District (RCFCD) will be granted limited access to Bedford Canyon Wash to facilitate ongoing repair and maintenance activities (see Exhibits 2). RCFCD activities and access will be authorized in a separate Agreement.
  - Channel Widening- The existing 13.13-acre wash (average channel width of 90 feet) will be expanded to 27.93 acres, with an average channel bottom width of 158 feet and average top-of-bank width of 200 feet, including the armored stream banks, access ramps, and buried grade control structures. The expanded Bedford Canyon Wash will be setback approximately 20 feet from the existing bluff along the southern slope of the wash, for the length of the channel (setback area will total 2.48 acres). The setback area will be accessed only as necessary to perform repairs to the southern stream bank.
  - Stream Banks – The stream banks will be constructed using a combination of ungrouted riprap and soil cement at a 1.5:1(horizontal: vertical) slope. The banks will be covered with a minimum of 18 inches clean fill or native stream material (soil) and contoured to a finished slope varying from 2:1 to 4:1(horizontal: vertical). With a 2:1 soil contour, approximately 6.5 feet of soil will cover the soil cement at the toe-of-slope. Pockets of buried riprap (groins) will be constructed every 400 feet along the length of the wash to provide lateral soil stability. The constructed stream banks will total 7.10 acres of the total 27.93-acre wash.
  - Tributaries – The buried soil cement bank of Bedford Canyon Wash will be lowered at two separate locations to allow Tributary A and Tributary B to enter Bedford Canyon Wash at grade. Tributary A and Tributary B will be “stabilized” as described above.
  - Grade Control Structures –Buried grade control structures will be constructed at seven locations along Bedford Canyon Wash: two at the upstream edge of the property boundary, underneath the proposed bridge crossing, at the confluences of Tributary A and Tributary B, and at the

downstream edge of the property boundary. The grade control structures will be created using ½-ton riprap, grouted at the base, surrounded by a 1-foot thick concrete curb cutoff wall on the upstream and downstream sides of the structure. Each grade control structure will be 50 feet wide (measured along the length of the channel), and covered with a minimum of 18 inches of soil. The footprint of the seven grade control structures will total no more than 1.63 acres of the 27.93-acre wash.

- Access Ramps – A total of seven 15-foot wide concrete access ramps (designed at a 5:1 slope) will be constructed along the northern slope of the channel to allow RCFCD vehicles access to the bank protection and grade control structures. Two of the seven ramps (the furthest upstream and furthest downstream) will continue to the 20-foot setback on the southern side of the channel. The seven access ramps will total 0.21 acre.
- Debris Catchment Basin - A 3.65-acre soft-bottom debris basin will be constructed adjacent to Bedford Canyon Wash at the upstream edge of the project boundary. A grouted riprap apron will line the upstream edge of the basin to protect from scour associated with flows entering the basin and a saw-tooth weir spillway will be constructed at the downstream edge of the basin to retain large debris. The 2-foot high saw-tooth weir will be constructed with a 1.5-foot wide opening every 4.5 feet along the length of the spillway. The 1.5-foot wide weir openings will be at the same elevation as the basin bottom (1093 msl) allowing all stream flows and debris less than 1.5 feet in diameter to pass through the basin without interruption. The remaining unarmored basin walls will be constructed at a 3:1 slope and seeded with local, native species.
- Road Crossing – One 78-foot wide road crossing, consisting of two travel lanes and one emergency lane, will be constructed over Bedford Canyon Wash. The crossing will consist of either two approximately 75-foot wide arch culverts, or three approximately 65-foot wide arch culverts. The height of the culverts, related to the proposed natural, soft bottom channel invert, will be approximately 20 feet. A total of 0.20 acres will be impacted.
- In-stream Contouring – To maintain velocity and sediment transport, the lower/downstream half of Bedford Canyon Wash will be contoured to include a meandering low-flow/terraced channel within the widened invert. The meandering low-flow channel will be 3-feet deep and 50-feet wide with 3:1 (horizontal: vertical) graded side slopes.
- RCFCD Access - RCFCD will be granted limited access to Bedford Canyon Wash to facilitate ongoing repair and maintenance activities. RCFCD activities and access will be addressed in a separate Agreement.

## PROJECT IMPACTS

Existing native fish and wildlife resources the project could potentially substantially



adversely affect include: BIRDS- Allen's hummingbird (*Selasphorus sasin*), American kestrel (*Falco sparverius*), Anna's hummingbird (*Calypte anna*), ash-throated flycatcher (*Myiarchus cinerascens*), Bewick's wren (*Thryomanes bewickii*), black phoebe (*Sayornis nigricans*), blue-gray gnatcatcher (*Polioptila caerulea*), bushtit (*Psaltirparus minimus*), California horned lark (*Eremophila alpestris actia*), California quail (*Callipepla California*), California thrasher (*Toxostoma redivivum*), California towhee (*Melozone crissalis*), cliff swallow (*Petrochelidon pyrrhonota*), Coastal California gnatcatcher (*Polioptila californica californica*), Cooper's hawk (*Accipiter cooperii*), Costa's hummingbird (*Calypte costae*), golden-crowned sparrow (*Zonotrichia atricapilla*), great-horned owl (*Bubo virginianus*), greater roadrunner (*Geococcyx californianus*), hooded oriole (*Icterus cucullatus*), house finch (*Carpodacus mexicanus*), house wren (*Troglodytes aedon*), killdeer (*Charadrius vociferous*), lark sparrow (*Chondestes grammacus*), lesser goldfinch (*Carduelis psaltria*), mourning dove (*Zenaida macroura*), northern flicker (*Colaptes auratus*), northern harrier (*Circus cyaneus*), northern rough-winged swallow (*Stelgidopteryx serripennis*), Nuttall's woodpecker (*Picoides nuttallii*), phainopepla (*Phainopepla nitens*), red-tailed hawk (*Buteo jamaicensis*), red-winged blackbird (*Agelaius phoeniceus*), Say's phoebe (*Sayornis saya*), song sparrow (*Melospiza melodia*), Southern California rufous-crowned sparrow (*Aimophila ruficeps canescens*), spotted towhee (*Pipilo maculatus*), turkey vulture (*Cathartes aura*), western bluebird (*Sialia mexicana*), western kingbird (*Tyrannus verticalis*), western meadowlark (*Sturnella neglecta*), western scrub-jay (*Aphelocoma californica*), white-crowned sparrow (*Zonotrichia leucophrys*), white-throated swift (*Aeronautes saxatalis*), wrenit (*Chamaea fasciata*); MAMMALS- bobcat (*Lynx rufus*), California ground squirrel (*Spermophilus beecheyi*), coyote (*Canis latrans*), desert cottontail (*Sylvilagus audobonii*), San Diego desert woodrat (*Neotoma lepida ssp. intermedia*); PLANTS- Coulter's matilija poppy (*Romneya coulteri*); REPTILES- Belding's orange-throated whiptail (*Aspidoscelis hyperthya beldingi*), Coast (San Diego) horned lizard (*Phrynosoma coronatum blainvillii*), coastal western whiptail (*Aspidoscelis tigris multiscutatus*), red-diamond rattlesnake (*Crotalus ruber ruber*), 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, foraging, and refugia habitat. The construction of the project will impact a total of 9.94 acres of streambed and associated habitat as a result of the Project. If any additional impacts to riparian habitat and/or streambed are anticipated, Permittee shall submit an application for an amendment to this Agreement for authorization of those impacts.

## **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, 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 adjacent to avoided FGC section 1602 resources. The Designated Biologist(s) shall oversee the installation of ESA (environmentally sensitive area) fencing at the limits of disturbance, perform necessary surveys, and take photographs during the construction process, as required by this Agreement. Following initial disturbance, the Designated Biologist(s) shall visit the Project site a minimum of once per week to ensure the ESA fencing and other Project BMPs are being maintained and that the Project is in compliance with all other measures of this Agreement. The Designated Biologist(s) shall have the authority to

immediately halt any activity that does not comply with this Agreement, and/or to order any reasonable measure to avoid the violation of any measure of this Agreement. The Designated Biologist(s) shall halt construction activities and notify the appropriate agencies immediately if threatened or endangered species are identified and determined to have the potential to be impacted.

- 2.2 Lighting and Fencing Impacts. No lighting shall be allowed to impact Bedford Canyon Wash, its tributaries, or other avoided natural space areas. Lighting and fencing for infrastructure adjacent to these areas shall be designed or reviewed by a qualified biologist to allow wildlife to move within the streams and avoided natural areas without hindrance.
- 2.3 Nesting Bird Plan. **No less than 10 days 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 and reporting 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 Nonnative plant species. CDFW recommends the use of native plants to the greatest extent feasible in the landscaped areas near streams, open space/natural areas, and mitigation sites. Permittee shall not plant, seed, or otherwise introduce invasive nonnative plant species to the landscaped areas adjacent to and/or near streams, open space/natural areas, water quality/detention basins, or mitigation sites (minimum 150 meter setback). 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](http://www.cal-ipc.org), or by email at [info@cal-ipc.org](mailto:info@cal-ipc.org).
- 2.5 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 wattles, 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.

- 2.6 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.
- 2.6.1 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.
- 2.6.2 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.
- 2.6.3 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.
- 2.6.4 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.
- 2.6.5 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 compensate for 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 Re-Establishment, Monitoring, and Maintenance. Permittee shall expand Bedford Canyon Wash from 9.41 acres to 27.93 acres, as described within the Project Description section of this Agreement. Following the expansion of Bedford Canyon Wash, Permittee shall ensure the successful re-establishment of the newly created 27.93-acre Bedford Canyon Wash (Mitigation Area) through: a) collection, storage, and subsequent replacement/redistribution of topsoil collected from within the channel prior to grading/earthmoving activities, b) collection, storage, and subsequent dispersal of native seeds, when available, from Bedford Wash, and c) ongoing removal of all nonnative plant species, trash and debris. CDFW encourages Permittee to initiate collection of native seeds from the areas of Bedford Wash that will be impacted during Project activities as soon as possible to ensure adequate quantity, species diversity, and species richness. After completion of the initial re-establishment efforts, Permittee shall identify permanent photo stations to be utilized during ongoing monitoring, maintenance, and reporting efforts. Permittee shall complete, or fund the completion of monitoring and maintenance of the Mitigation Area for a minimum of three years, or until CDFW determines the site to be successful.

**All activities described above shall be initiated concurrent with the initiation of Project activities within Bedford Canyon Wash, including site preparation and staging activities.**

- 3.2 Habitat Re-establishment and Monitoring Memo. **No less than 10 days prior to the initiation of Project activities,** Permittee shall submit to CDFW for review and approval a Habitat Re-establishment and Monitoring Memo (HRMM) designed to meet the requirements identified in Conditions 3.1 of this Agreement. At a minimum, the HRMM shall include the following information: (a) a brief discussion on the preparation of the site, including seed collection and storage details, top soil salvage and storage details, and a plan to address non-native species during the preparation activities; (b) a list of plant species utilized for seed collection; (c) a list of monitoring and maintenance measures to be implemented; (d) a monitoring and maintenance schedule; (e) success standards (i.e. maintenance of 5% or less cover of non-native species); and (f) contingency measures. Monitoring and maintenance of the Mitigation Area shall be conducted for a minimum of three years, or until CDFW determines the site to be successful.
- 3.3 Preservation of Mitigation Area. Permittee shall place a conservation easement over the 27.93-acre expanded Bedford Canyon Wash Mitigation Area to protect fish and wildlife resources in perpetuity. The conservation easement shall be in favor of the Riverside-Corona Resource Conservation District (RCRCD), or other

CDFW-approved entity, and shall be recorded **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, including long-term management costs. A management fund shall be established by Permittee and will consist of an interest-bearing account with the amount of capital necessary to generate sufficient interest and/or income to fund all monitoring, management, and protection of the preservation areas, including, but not limited to, reasonable administrative overhead, biological monitoring, improvements to carrying capacity, invasive species and trash removal, fencing and signage replacement and repair, law enforcement measures, and other actions designed to maintain and improve the habitat of the preserved lands, in perpetuity. A Property Analysis Record (PAR), or substantially equivalent analysis, shall be conducted by Permittee and approved by CDFW and the CDFW-approved conservation entity to determine the management needs and costs described above, which then will be used to calculate the amount of capital needed for the management fund. This management fund shall be held and managed by an entity approved by CDFW. **An executed copy of the conservation easement and proof of payment to the management fund shall be provided to CDFW within twelve (12) months following signature to this Agreement, or as extended by CDFW.**

- 3.4 Protection of the Mitigation Area. Permittee shall place appropriate fencing and signage between the Mitigation Area and the development to exclude access by the public. Except for uses appropriate to a habitat conservation area as approved by CDFW, the public shall not have access to the Mitigation Area, and no activities shall be permitted within the site, except for those specifically addressed by this Agreement, including the removal of nonnative plants, trash, and debris; installation of native plant materials; and specific, limited maintenance and repair activities required by Riverside County Flood Control District.

#### 4. Reporting Measures

Permittee shall meet each reporting requirement described below.

- 4.1 As-Built Report. **No later than 180 days following the seeding/planting** of the Mitigation Area, Permittee shall submit to CDFW for review an As-Built Report documenting the completion of the onsite habitat installation. At a minimum, the As-Built Report shall include the following information: (a) a brief description of the activities completed within the Mitigation Area, including grading/ recontouring, installation of flood control structures, and installation of plant materials; (b) a map and GIS shapefiles showing the final configuration and acreage of each channel element (wash, grade control, access ramps, bank protection, etc.); and (c) any changes/deviations from the HRMM.

- 4.2 **Annual and Long-Term Reporting.** An annual report shall be submitted to CDFW each year for a minimum of three years following plant installation or until CDFW deems the Mitigation Area successful. Long-term reports shall be submitted every four years following the discontinuation of annual reporting. At a minimum, the reports shall include the following information: (1) a description of the maintenance and monitoring activities conducted during the previous year, including: (a) frequency and timing of site visits, (b) methods used to assess non-native cover and treatment needs, (c) details of non-native removal/treatment, including (i) a list of non-native species removed, (ii) the frequency and timing of removal, (iii) the amount removed, and (iv) the techniques used; (2) current site conditions, including: (a) percent of non-native cover, (b) establishment of new non-native species, (c) any erosion, scour, or exposure of grade control structures or bank protection; (3) photos from permanent photos stations designated at the initiation of the three-year monitoring period, (4) any remedial measures conducted, and (5) a list of wildlife species observed during monitoring surveys including sensitive species and/or listed species. The long-term reports shall include an evaluation of the success or failure of management strategies implemented, and any changes to management strategies proposed in response to the successes or failures. **The first annual report is due to CDFW no later than 13 months following completion of initial re-establishment activities.**
- 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](http://www.dfg.ca.gov/whdab/pdfs/natspec.pdf). A copy of this information shall be mailed within five days to CDFW Inland Deserts Region, 3602 Inland Empire Blvd., Suite C-220, Ontario, CA, 91764. **Please reference SAA # 1600-2015-0055-R6.**
- 4.4 **Notification of Start of Construction.** The Permittee shall notify CDFW, in writing, at least five (5) days prior to the initiation of project activities. 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 # 1600-2015-0055-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:

John Sherwood  
Arantine Hills Holdings, LP  
85 Enterprise, Suite 450  
Aliso Viejo, CA 92656  
jsherwood@nwhm.com

To CDFW:

Habitat Conservation Team  
California Department of Fish and Game  
Inland Deserts Region  
3602 Inland Empire Blvd., Suite C-220  
Ontario, CA 9764  
Notification #1600-2015-0055-R6  
(909) 481-2945 (fax)  
[kim.freeburn@wildlife.ca.gov](mailto: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 <https://www.wildlife.ca.gov/Conservation/CEQA/Fees>.

## **TERM**

This Agreement shall expire on **July 9, 2021**, 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.

## **EXHIBITS**

The documents listed below are included as exhibits to the Agreement and incorporated herein by reference.

- A. Exhibit 1. Jurisdictional Impacts for Individual Projects – Waters of the State (CDFW Individual Project Summary, Figure 2)
- B. Exhibit 2. Maintenance Responsibilities (Arantine Hills Development Project – LTMP, May 2016, Figure 4)

**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 ARANTINE HILLS HOLDINGS, LP**

  
\_\_\_\_\_  
John Sherwood

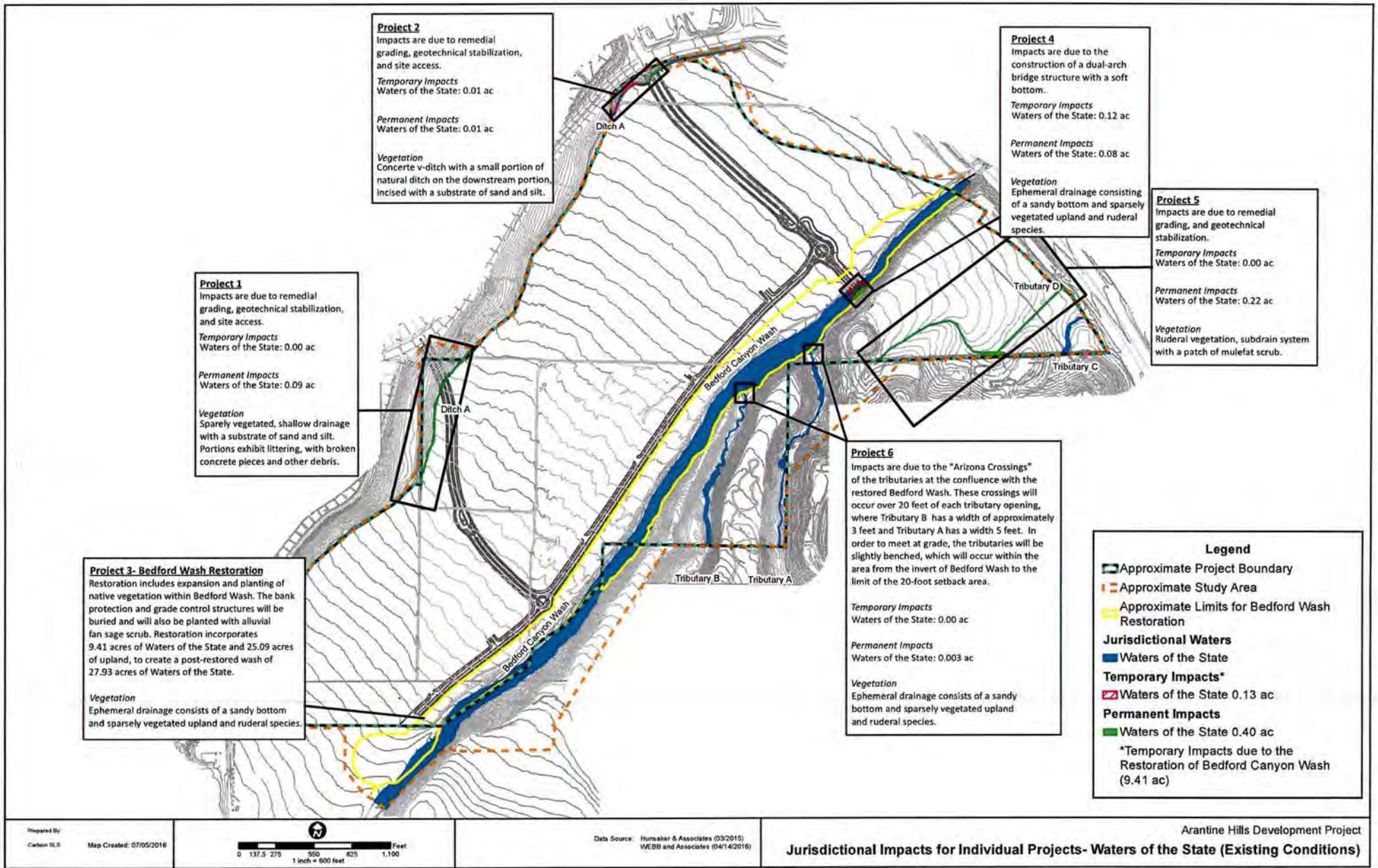
7/20/16  
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Date

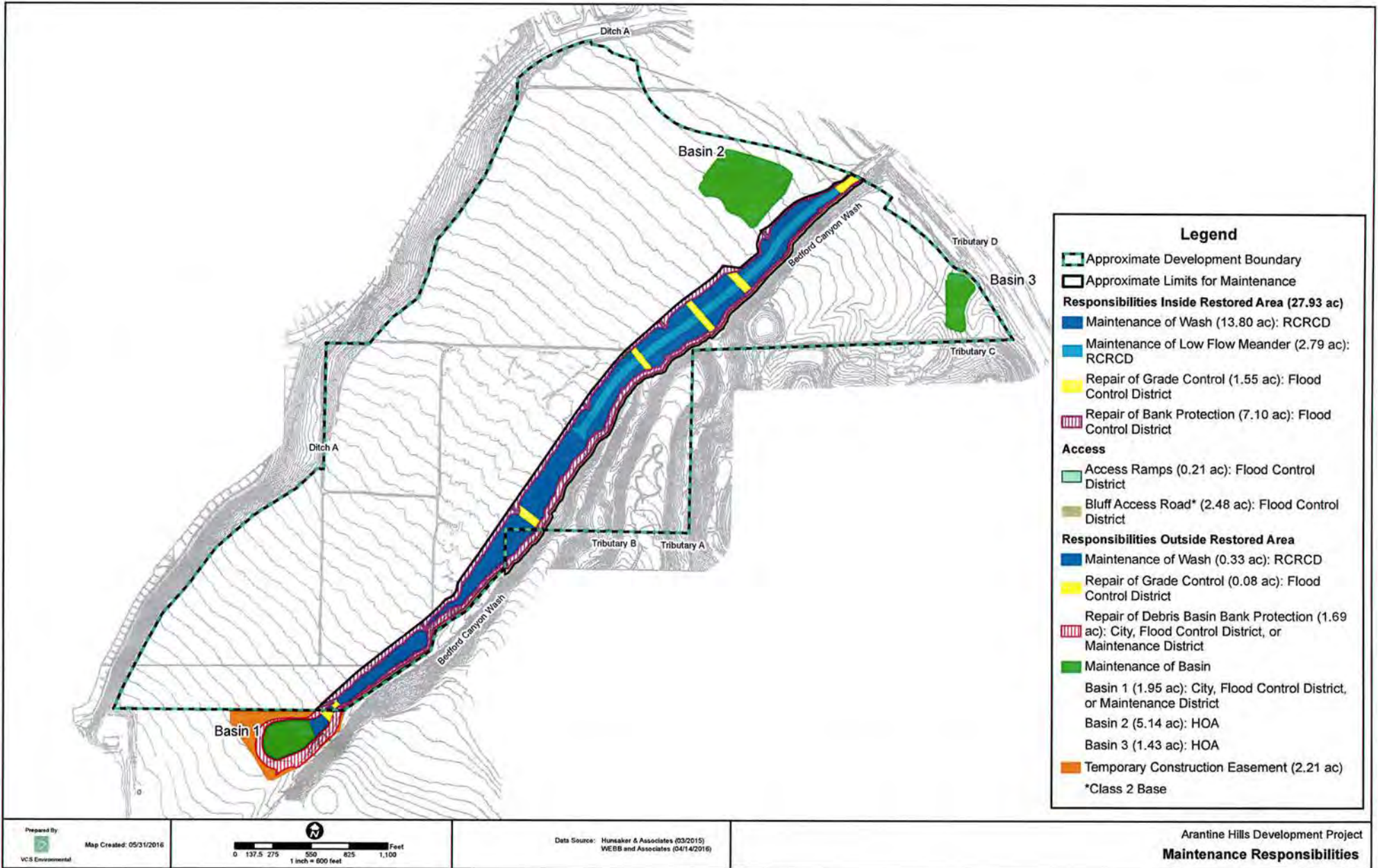
**FOR DEPARTMENT OF FISH AND WILDLIFE**

*Kim*  
  
\_\_\_\_\_  
Bruce Kinney  
Environmental Program Manager

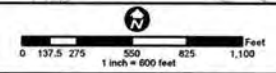
7.25.16  
\_\_\_\_\_  
Date

Prepared by: Kim Freeburn-Marquez  
Environmental Scientist





Prepared By  
 VCS Environmental  
 Map Created: 05/31/2016



Data Source: Hunsaker & Associates (03/2015)  
 WEBB and Associates (04/14/2016)

Arantine Hills Development Project  
**Maintenance Responsibilities**

Figure 4



EDMUND G. BROWN JR.  
GOVERNOR

MATTHEW RODRIGUEZ  
SECRETARY FOR  
ENVIRONMENTAL PROTECTION

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**Santa Ana Regional Water Quality Control Board**

July 7, 2016

Mr. John Sherwood  
Vice President, Community Development  
The New Home Company  
85 Enterprise, Suite 450  
Aliso Viejo, CA 92656

jsherwood@nwhm.com

**CLEAN WATER ACT SECTION 401 WATER QUALITY STANDARDS  
CERTIFICATION FOR ARANTINE HILLS RESIDENTIAL DEVELOPMENT PROJECT,  
UNINCORPORATED RIVERSIDE COUNTY (USACE FILE NO. SPL-2015-00361-ERS)  
(SARWQCB PROJECT NO. 332014-24)**

Dear Mr. Sherwood:

On October 7, 2014, we received from VCS Environmental on behalf of The New Home Company (Applicant) an application for Clean Water Act Section 401 Water Quality Standards Certification ("Certification") for a project (Project) to construct a 276-acre master planned community that will result in impacts to waters of the United States (WOUS). On January 6, 2016, we received a revised application for Certification. The Applicant submitted a check for \$1,097.00 with the original Certification application materials, and a second check for \$73,871.00 on October 8, 2015, totaling \$74,968.00. The revised application identifies a revised Project such that impacts to WOUS are reduced, which reduces the fee requirement for consideration of a 401 Certification to \$44,109.00. As such, a request to refund the balance of \$30,859.00 has been filed. This fee amount was determined using the Dredge and Fill Fee Calculator on the State Water Resources Control Board (SWRCB) web site, which is based on the most current iteration of California Code of Regulations, Division 3, Chapter 9, Article 1, Section 2200 (a) (3).

This letter responds to your request for Certification that the proposed Project, described in your application and summarized below, will comply with State water quality standards outlined in the Water Quality Control Plan for the Santa Ana River Basin (1995) (Basin Plan) and subsequent Basin Plan amendments:

**Project Description:** The proposed Project involves a mixed-use master planned community consisting of: 80,000 square feet of commercial

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WILLIAM RUH, CHAIR | KURT V. BERCHTOLD, EXECUTIVE OFFICER

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buildings on 10 acres zoned General Commercial; 514 units of high density residential on 34.3 acres; 720 units of medium density residential on 74.3 acres; 387 units of low density residential on 75.6 acres; 2.6 acres model home area; 8.7 acres of parkland; and, 56.8 acres of open space, including Bedford Canyon Wash.

Farming conducted previously in Bedford Canyon Wash valley (BCW) relocated the Wash to the southern edge of the valley floor, causing severe erosion along the banks. The southern bank of BCW is a vertical bluff that is subject to both mass wasting into BCW and erosive storm flows. The Applicant proposes to widen and restore BCW in order to better convey storm flows while reducing erosive velocities. BCW will be widened from approximately 90 feet to an approximate toe of slope width of approximately 158 feet. Rock grade control structures will be placed and buried in several locations, including at the upstream property boundary, underneath the future arched bridge, confluences with the tributaries, and downstream property boundary to reduce erosion and maintain the channel invert elevation. Each grade control structure will be comprised of a bottom layer of grouted rip rap, upper layer of ungrouted rip rap, and a concrete cutoff wall. Each concrete cut-off wall will consist of a 1-foot thick concrete curb located on the upstream and downstream side of each grade control structure to minimize potential dislodging of riprap during large storm events. The grade control structures will be buried and covered with a minimum of 18 inches of soil, then planted with an alluvial fan sage scrub seed mixture.

The banks of BCW will be protected from scour and erosion by layering soil cement, and then a minimum of 18 inches of soil, over the top of the bank slopes to support the establishment of vegetation. The soil cement will be constructed at a 1.5:1 slope and the banks of the wash will be contour-graded, varying from a 2:1 to 4:1 slope. Approximately 6.5 feet of dirt would cover the soil cement at the toe at a 2:1 slope. In addition, pockets of buried riprap, called groins, will be placed approximately every 400 feet along the length of BCW. The riprap, while still buried is placed on top of the soil cement bank protection to provide lateral soil stability along the banks of Bedford Canyon Wash. The groins help minimize the risk of erosion during larger storm events.

Two tributaries (the application labels A and B) enter Bedford Canyon Wash from the southeastern edge of the Project area. Buried soil cement bank protection will be placed below the inverts of the tributaries to allow them to enter at grade. Upstream and downstream of these confluences, the buried soil cement will be laid at a generally consistent elevation. A 20-foot setback is proposed to be constructed along the base of the bluff as a maintenance access road. In addition, a 20-foot wide "Arizona Crossing" will be constructed at the location the proposed 20-foot setback crosses each tributary. The "Arizona Crossings" incorporate stabilized access points constructed with decomposed granite, concrete, or interlocking pavers to prevent erosion. Construction of these access points will result in up to 0.003 acre of permanent impact. In order to meet at-grade, the tributaries will be slightly benched within the area from the invert of Bedford Wash to the limit of the 20-foot setback area.

A debris basin is proposed to be designed just upstream of the Project boundary to capture large boulders/debris that could cause downstream damage while allowing remaining sediment and smaller debris to pass downstream through a 2-foot high sawtooth weir. The basin's proposed location is just west of the jurisdictional boundary of Bedford Canyon Wash and south of the Project boundary on land the Applicant secured through an easement. The basin will be soft-bottomed except for a concrete and riprap apron that will line the basin's upstream edge to protect it from potential scouring.

The Project proposes to construct a bridge over BCW to access a smaller development located on a bluff above the east side of the development. The bridge crossing is proposed as a triple-arch design. One bridge pier is proposed to be located in the middle of Bedford Canyon Wash, and another on its' south side, adjacent to the existing bluff. The bridge foundations have not been designed yet, but it appears the pier bottoms will likely have large spread footings. A buried rip-rap grade control structure would be located underneath the entire span of the bridge.

The invert of BCW would be contoured to form an approximately 50-foot wide low-flow meander along the



downstream portion. Such contouring should create an approximately 3-foot deep and 50-foot wide low-flow meander with 3:1 graded side slopes within the newly widened invert of Bedford Wash.

The work will take place in the City of Corona west of Interstate 15 and south of Cajalco Road and Eagle Glenn Parkway in Sections 16, 17 and 20 of Township 4 South, Range 6 West, of the United States (U.S.) Geological Survey *Corona North* 7.5 minute topographic quadrangle map (33° 48' 51.54" N/ -117° 31' 12.98" W).

Receiving water: Bedford Canyon Creek has designated beneficial uses (existing or potential) that include: groundwater recharge (GWR), contact recreation (REC1), non-contact recreation (REC2), warm freshwater habitat (WARM), and wildlife habitat (WILD).

Fill area:

Drainage	Permanent Impacts		Temporary Impacts	
	Acres	Linear Feet	Acres	Linear Feet
Bedford Canyon Wash	0.02	86	0.12	153
Tributary A	0.10	1,333	0.01	317
Total	0.12	1,419	0.13	470

Dredge/Fill volume: Not Applicable

Federal permit: U.S. Army Corps of Engineers (USACE) Nationwide Permits Nos. 14 - Linear Transportation Projects, 27 - Aquatic Habitat Restoration, Establishment, and Enhancement Activities, and 29 - Residential Developments

You have proposed to mitigate water quality impacts as described in your Certification application. The proposed mitigation is summarized below:

Onsite Water Quality Standards Mitigation Proposed:

- Standard water quality related best management practices (BMPs) will be employed during construction activities.
- Prepare and implement a Regional Board approved Habitat Mitigation and Monitoring Plan (HMMP) for 18.05 acres of Bedford Canyon Wash.

**Offsite Water Quality Standards Mitigation Proposed:**

- None

Should the proposed Project have the potential to impact State- or federally-listed endangered species or their habitat, implementation of measures identified in consultation with U.S. Fish and Wildlife Service and the California Department of Fish and Wildlife should ensure those impacts are mitigated to an acceptable level.

Appropriate BMPs will be implemented to reduce construction-related impacts to waters of the State per the requirements of Regional Board Order No. R8-2010-0033 (NPDES Permit No. CAS618033), commonly known as the Riverside County Municipal Storm Water Permit, and subsequent iterations thereof. Order No. R8-2010-0033 requires the Applicant substantially comply with the requirements of State Water Resources Control Board General NPDES Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities, Order Number 2012-0006-DWQ.

Pursuant to California Code of Regulations, Title 14, Chapter 3, Section 15096, as a Responsible Agency, the Regional Board is required to consider an Environmental Impact Report (EIR) or Negative Declaration (ND) prepared by the lead agency in determining whether to approve an application submitted for a project to receive 401 Water Quality Certification. A responsible agency has responsibility to mitigate and avoid the direct and indirect environmental effects of those parts of the project that it decides to carry out, finance, or approve. Further, the responsible agency must make findings as required by Sections 15091 and, if necessary, 15093, for each and every significant impact of the project.

As required by Section 15096, in approving this Certification, the Regional Board has considered the Arantine Hill Development EIR and its supplement prepared by the City of Corona, and subsequent information provided in the Applicant's application. The Arantine Hill Development EIR was filed with the County of Riverside County Clerk and the Office of Planning and Research on August 23, 2013, the supplement to the EIR on May 20, 2016. Specifically, the Regional Board considered those sections of the EIR and addendums pertaining to impacts to water quality standards. Based upon the mitigation proposed in the EIR and addendum, and the conditions set forth in this Certification, potentially adverse impacts to water quality should be reduced to a less than significant level and beneficial uses protected if all stated mitigation and conditions are performed. Thus, the Regional Board independently finds that changes or alterations have been required in or incorporated into the Project that avoid or mitigate impacts to water quality to a less than significant level.

**This 401 Certification is contingent upon the execution of the following conditions:**

- 1) This Order for Water Quality Certification will remain valid until the USACE 2012 Nationwide permits expire on March 18, 2017, or through an extended period beyond the expiration date that is authorized in writing by the USACE.
- 2) The Applicant must comply with the requirements of the applicable Clean Water Act Section 404 permit.
- 3) The Applicant shall ensure that all fees associated with this Project are paid to each respective agency prior to conducting any construction activities at the Project site.
- 4) A copy of this 401 Certification and any subsequent amendments must be maintained onsite for the duration of work as a denoted element of any Project Storm Water Pollution Prevention Plan (SWPPP).
- 5) Prior to the initiation of Project activities, the Applicant shall submit the HMMP prepared for Bedford Canyon Wash, the mitigation area, to the Regional Board for approval. The HMMP shall include the following information: (a), a plan for management actions to occur in the mitigation area, including but not limited to, restoration plantings, the removal of nonnative plant species and any re-contouring of the streambed; (b), a restoration schedule including the specific monitoring and maintenance measures; (c), the establishment of fixed photographic monitoring locations; and (d), mitigation success standards and contingency measures.
- 6) Monitoring and maintenance of the mitigation area shall be conducted for a minimum of five years, or until the Regional Board determines the area has met the performance criteria of successful restoration as set forth in the Regional Board approved HMMP. After installation of the mitigation area, the Applicant shall submit quarterly monitoring reports to the Regional Board for the first year, and annual monitoring reports thereafter for an additional four years. The first report summarizing annual maintenance activities is due to the Regional Board no later than April 1 of the year following the beginning of Project activities. The report shall include: (a) a summary of the annual restoration activities conducted; (b) an analysis of the changes to the vegetative community (including species present; percent cover, stem density of riparian trees and shrubs); and (c) photographs taken at the fixed monitoring locations specified in the HMMP.
- 7) All post-construction structural storm water treatment facilities shall be constructed and fully operational prior to the occupation of any building in the Arantine Hill Residential Development.
- 8) Prior to construction activities, the Applicant shall delineate the work area with brightly colored fencing or other methods to ensure temporary impacts to waters of the United States and waters of the State of California do not exceed the limits authorized in this Certification.
- 9) Effective perimeter control BMPs must be in place at all times to control the discharge of pollutants from the Project site during construction. Construction

waste must be contained and protected against wind and exposure to storm water at all times unless being actively handled. Chemical, fuel, and lubricant containers must be kept closed and protected from damage or upset at all times unless being actively used. Dirt and landscaping material stockpiles must have effective erosion control BMPs in place to prevent their transport in storm water or directly into the channel, and may not be located within waters of the United States. Discharges of wastewater from the site are prohibited.

- 10) The Project proponent shall utilize BMPs during Project construction to minimize the controllable discharges of sediment and other wastes to drainage systems or other waters of the State and of the United States.
- 11) Substances resulting from Project-related activities that could be harmful to aquatic life, including, but not limited to, petroleum lubricants and fuels, cured and uncured cements, epoxies, paints and other protective coating materials, portland cement concrete or asphalt concrete, and washings and cuttings thereof, shall not be discharged to soils or waters of the State. All waste concrete shall be removed from the Project site.
- 12) Motorized equipment shall not be maintained or parked within or near any stream crossing, channel or lake margin in such manner that petroleum products or other pollutants from the equipment might enter these areas under any flow conditions. Vehicles shall not be driven or equipment operated in waters of the State onsite, except as necessary to complete the proposed Project. No equipment shall be operated in areas of flowing water.
- 13) This 401 Water Quality Certification is subject to the acquisition of all local, regional, State, and federal permits and approvals as required by law. Failure to meet any conditions contained herein or any the conditions contained in any other permit or approval issued by the State of California, or any subdivision thereof, may result in appropriate enforcement action, including the revocation of this Certification and imposition of administrative civil or criminal liability.
- 14) Construction dewatering discharges, including temporary stream diversions necessary to carry out the Project, are subject to regulation by Regional Board Order No. R8-2015-0004, General Waste Discharge Requirements for Discharges to Surface Waters that Pose an Insignificant (De Minimus) Threat to Water Quality. For more information, please review Order No. R8-2015-0004 at [www.waterboards.ca.gov/santaana/](http://www.waterboards.ca.gov/santaana/)

Under California Water Code, Section 1058, and Pursuant to 23 CCR §3860, the following shall be included as conditions of all water quality certification actions:

- (a) Every certification action is subject to modification or revocation upon administrative or judicial review, including review and amendment pursuant to Section §13330 of the Water Code and Article 6 (commencing with Section 3867) of this Chapter.

(b) Certification is not intended and shall not be construed to apply to any activity involving a hydroelectric facility and requiring a FERC license or an amendment to a FERC license unless the pertinent certification application was filed pursuant to Subsection §3855(b) of this Chapter and that application specifically identified that a FERC license or amendment to a FERC license for a hydroelectric facility was being sought.

(c) Certification is conditioned upon total payment of any fee required under this Chapter and owed by the Applicant.

If the above-stated conditions are changed, any of the criteria or conditions as previously described are not met, or new information becomes available that indicates a water quality problem, the Regional Board may require that the Applicant submit a Report of Waste Discharge and obtain Waste Discharge Requirements.

In the event of any violation or threatened violation of the conditions of this 401 Water Quality Certification, the holder of any permit or license subject to this Certification shall be subject to any remedies, penalties, process or sanctions as provided for under State law. For purposes of Section 401(d) of the Clean Water Act, the applicability of any State law authorizing remedies, penalties, process or sanctions for the violation or threatened violation constitutes a limitation necessary to assure compliance with the water quality standards and other pertinent requirements incorporated into this Certification. Violations of the conditions of this Certification may subject the Applicant to civil liability pursuant to Water Code Sections 13350 and/or 13385.

This letter constitutes a Water Quality Standards Certification issued pursuant to Clean Water Act Section 401. I hereby certify that any discharge from the referenced Project will comply with the applicable provisions of Sections 301 (Effluent Limitations), 302 (Water Quality Related Effluent Limitations), 303 (Water Quality Standards and Implementation Plans), 306 (National Standards of Performance), and 307 (Toxic and Pretreatment Effluent Standards) of the Clean Water Act, and with other applicable requirements of State law.

This discharge is also regulated under State Water Resources Control Board Order No. 2003-0017-DWQ (Order No. 2003-0017-DWQ), "General Waste Discharge Requirements for Dredge and Fill Discharges That Have Received Water Quality Certification" which requires compliance with all conditions of this Water Quality Standards Certification. Order No. 2003-0017-DWQ is available at: [www.waterboards.ca.gov/board\\_decisions/adopted\\_orders/water\\_quality/2003/wqo/wqo\\_2003-0017.pdf](http://www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2003/wqo/wqo_2003-0017.pdf)

July 7, 2016

- 9 -

Mr. John Sherwood  
The New Home Company  
SARWQCB File Number 332014-24

Should there be any questions, please contact Jason Bill at (951) 782-3295 or  
jason.bill@waterboards.ca.gov, or Wanda Cross at (951) 782-4468 or  
wanda.cross@waterboards.ca.gov.

Sincerely,



Kurt V. Berchtold  
Executive Officer

cc: VCS Environmental - Wade Caffrey - wcaffrey@vcsevenvironmental.com  
Carlson Strategic Land Solutions - Brianna Bernard - bbernard@carlsons.com  
U. S. Army Corps of Engineers, Los Angeles Office - James Mace  
CA Department of Fish and Wildlife - Kim Freeburn-Marquez  
State Water Resources Control Board, Office of Chief Counsel - David Rice  
State Water Resources Control Board DWQ - Water Quality Certification Unit  
U.S. EPA - Supervisor of the Wetlands Section - Jason A. Brush



## United States Department of the Interior

FISH AND WILDLIFE SERVICE  
Ecological Services  
Palm Springs Fish and Wildlife Office  
777 East Tahquitz Canyon Way, Suite 208  
Palm Springs, California 92262



In Reply Refer To:  
FWS-WRIV-15B0271-16F0852

August 12, 2016  
*Sent via Email*

James E. Mace  
U.S. Army Corps of Engineers, Los Angeles District  
Regulatory Branch Riverside Regulatory Field Office  
1451 Research Park Drive  
Riverside, California, 92507-2154

Attention: Eric Sweeney

Subject: Streamlined Formal Section 7 Consultation for the Arantine Hills Development Project, City of Corona, Riverside County, California

Dear Mr. Mace:

This document transmits our biological opinion based on our review of the Arantine Hills Development Project (Project), and its potential effects on the federally threatened coastal California gnatcatcher (*Polioptila californica californica*, gnatcatcher), in accordance with section 7 of the Endangered Species Act of 1973 (Act), as amended (16 U.S.C. 1531 *et seq.*).

On June 22, 2004, we issued a section 10(a) (1) (B) permit for the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP). The MSHCP established a multiple species conservation program to minimize and mitigate habitat loss and the incidental take of covered species in association with activities covered under the permit. The project is located in the City of Corona within the MSHCP plan area.

The City of Corona is an MSHCP permittee and the project applicant, The New Home Company LLC, proposes to receive authorization for project-related incidental take through the MSHCP. In order for the applicant to receive incidental take through the MSHCP, the action must be consistent with the MSHCP and its associated implementation agreement and permit. The project applicant has authorization for project related incidental take through the MSHCP and in the manner described below is implementing the project consistent with the MSHCP and its associated implementation agreement and permit.

You requested initiation of consultation on March 28, 2016 based on the Project's MSCHP implementation. The Project completed MSHCP implementation procedures on June 23, 2016. Consultation was initiated on that date.

This biological opinion is based on information provided in the following documents: 1) *General Biological Report for the Arantine Hills Development Project* (Glen Lukos Associates, Inc. 2010, dated November 9, 2010); 2) *Arantine Hills Development Determination of Biologically Equivalent or Superior Preservation and Consistency Determination Report* (DBESP; Carlson Strategic Land Solutions 2016, received by our office on June 2, 2016 ); 3) *Supplemental to the Determination of Biologically Equivalent or Superior Preservation and Consistency Determination Report* (VCS Environmental 2015, received by our office on January 13, 2016); 4) *Supplement to Final Environmental Impact Report* (EIR; LSA Associates, Inc. 2016, dated May 9, 2016); 5) *Intra-Service Formal Section 7 Consultation/Conference for Issuance of Endangered Species Act Section 10(a)(1)(B) Permit TE-088609-0 for the Western Riverside County Multiple Species Habitat Conservation Plan* dated June 22, 2004 (FWS-WRIV-870.19); and 6) other information available in our files.

The Project consists of a 276-acre master planned residential community located in the Bedford Canyon Wash floodplain of the Santa Ana Mountain foothills in the southeastern area of the City of Corona, Riverside County, California. The project area is surrounded on the east by Interstate 15, on the north and west by Eagle Glen Parkway, and on the south by Cleveland National Forest. The approximately 276 acres would be developed as follows: 1,806 residential dwelling units (200.5 acres), general commercial land uses (10 acres), natural open space and landscaped areas (56.8 acres), two water quality basins, and park land (8.7 acres).

The US Army Corps of Engineers (Corps), your agency, is authorizing the discharge of fill materials into waters of the United States (Waters). The proposed action will result in temporary impacts to 0.13 acres and permanent impacts to 0.12 acres of non-wetland Waters. The project will result in permanent impacts to 31.35 acres of several vegetation communities including: 0.08 acres of unvegetated streambed, 0.09 acres of mulefat scrub, 27.91 acres riversidian sage scrub (RSS)/chaparral, 2.86 acres of RSS, 0.36 acres of disturbed RSS, and 0.05 acres of willow trees.

### **Impacts to Federally Listed Species**

Surveys for gnatcatchers were conducted in 2006 and 2013. No gnatcatchers were observed during the surveys. Approximately 31.13 acres of suitable gnatcatcher habitat in RSS communities will be permanently lost to construction activities.

The project has included measures to avoid and minimize the potential for impacts to gnatcatcher. The Supplement to the Final EIR document has included measures to avoid and minimize the potential impacts to gnatcatcher. To the extent feasible, vegetation removal will be conducted outside of the nesting season (February 15 to August 30). If vegetation clearing must occur during the nesting season, a qualified biologist familiar with gnatcatcher will conduct preconstruction surveys of all potential nesting vegetation within and adjacent to the site for nesting birds. Surveys will be conducted no more than three days prior to scheduled vegetation removal and at the appropriate time of day. Project activities may begin if no nesting birds were observed; however, if an active bird nest is located, a buffer will be created around the nest site



by fencing a minimum of 500 feet in all directions. The buffer area will not be disturbed until after the nest becomes inactive and the young have fledged, are no longer being fed by the parents, have left the area, or are no longer impacted by the activities. Alternatively, a qualified biologist may determine that construction can be permitted within the buffer areas provided the qualified biologist develops a monitoring plan to prevent any impacts while the nest continues to be active. This monitoring plan will be submitted to the City of Corona for approval prior to work within in the buffer.

### **MSHCP Consistency**

The project site is within the Temescal Canyon Area Plan of the MSHCP; however, it is not within a criteria area, cell group, or subunit. The project site is located within the Survey Area for the Western burrowing owl (*Athene cunicularia*, burrowing owl) and Narrow Endemic Plants Survey Area (NEPSSA) number 7.

The project is located within the MSHCP burrowing owl survey area (section 6.3.2). A burrowing owl habitat assessment and surveys were conducted on the project site in 2009 and 2010. Survey results were negative but suitable habitat was identified in portions of the project site. When suitable habitat is present under the terms of the MSHCP, pre-construction burrowing owl surveys, performed by a biologist familiar with burrowing owls, are required within 30 days prior to ground disturbance.

The following avoidance and minimization measure are included in the DBESP document (LSA Associates, Inc. 2016). Disturbance of burrowing owls will be avoided during the nesting season. If active burrows are identified during the nesting season (March 1st to August 31st), all work within 300 feet of any active burrow will halt until that nesting effort is finished. A qualified biologist will review and verify compliance with these boundaries and will confirm the nesting effort has finished. Work can resume when no other active burrows are found. If active burrows are detected outside the breeding season, then passive and/or active relocation may be approved following consultation with California Department Fish and Wildlife (CDFWS) and/or U.S. Fish and Wildlife Service (USFWS). If owls are present on site, CDFW will be notified within three days of occupied burrow detection, and a project burrowing owl conservation strategy will be developed in cooperation with the CDFW, USFWS, and the Western Riverside County Regional Conservation Authority. Passive relocation following accepted protocols (i.e., use of one-way doors and collapse of burrows) will be utilized to ensure impacts to owls are minimized or avoided.

Species identified under Section 6.1.3 of the MSHCP for NEPSSA 7 include: San Diego ambrosia (*Ambrosia pumila*), Brand's Phacelia (*Phacelia stellaris*), San Miguel savory (*Clinopodium chandleri*). Focused surveys for these species were completed in 2008 and 2010. Survey results were negative.

*Riparian Resources*

Effects to riparian habitat are subject to the MSHCP Policy for the Protection of Riparian/Riverine Resources and Vernal Pools (section 6.1.2, Riparian/Riverine Policy). The project will permanently impact 0.12 acres of riparian habitat, which consists of 0.02 acres in Bedford Canyon Wash and 0.10 acres in Ditch A. The applicant has agreed to restore 13.24 acres of ephemeral stream in Bedford Canyon Wash to replace the lost habitat functions and values. Wash restoration includes widening the current width ranging from 28 to 90 feet to a post-restoration width of 100 to 200 feet, and the wash area will increase from 13.04 acres to 27.93 acres. As part of the restoration, bank protection and grade control structures will be buried, and the wash will be seeded with an alluvial fan sage scrub mixture. The 27.93-acre wash will be protected in perpetuity with a conservation easement, which will cover trash removal, invasive woody vegetation removal, sign repair, and annual inspections by a conservation entity.

<b>Long-term Management and Maintenance</b>		
<b>Responsibility</b>	<b>Acreage</b>	<b>Responsible Party</b>
<b>Responsibilities inside restored acre<sup>1</sup></b>	27.93	
Maintenance of natural bottom wash	13.80	Conservancy Agency
Maintenance of low flow meander	2.79	Conservancy Agency of Flood Control District
Repair of grade control structure	1.55	Flood Control District
		Flood Control District
<b>Access</b>		
Access ramps	0.21	Flood Control District
Bluff access road <sup>2</sup>	2.48	Flood Control District
<b>Responsibilities outside restored area</b>		
Maintenance of natural bottom wash	0.33	Conservancy Agency
Repair of grade control structure	0.08	Flood Control District
Repair of debris basin bank protection	1.69	Flood Control District
Maintenance of basin:		
Basin 1	1.95	City, Flood Control District, or Maintenance District
Basin 2	5.14	Home Owner's Association
Basin 3	1.43	Home Owner's Association
<sup>1</sup> The hydraulic analysis is being finalized and is subject to the Flood Control District review and approval, which might result in minor design modifications. Upon the completion of the hydraulic analysis, final acreages of natural bottom wash, buried bank protection, buried grade control structures, and access ramps will be sent to all pertinent parties.		
<sup>2</sup> Class 2 Base		

*Coastal California Gnatcatcher*

The project will result in the loss of 31.13 acres of gnatcatcher unoccupied RSS habitat. The gnatcatcher is an MSHCP Covered Species without additional conservation requirements; therefore, no further action is needed.

*Conclusion Based on Consistency with the MSHCP*

Based on review of the information provided to us, if pre-construction burrowing owls surveys are conducted prior to ground disturbance, nest surveys for gnatcatchers are conducted if vegetation removal occurs during the nesting season and the mitigation as described is accomplished, we have determined that the project is consistent with the MSHCP policies and procedures. We addressed the status of the gnatcatcher along with the effects of implementing the MSHCP in our biological opinion (FWS-WRIV-870.19), dated June 22, 2004, in which we concluded that the level of anticipated take in the MSHCP plan area was not likely to result in jeopardy to gnatcatcher. We do not anticipate any adverse effects to gnatcatcher that were not previously evaluated in the biological opinion for the MSHCP. Therefore, it is our conclusion that implementation of the project will not result in jeopardy to gnatcatcher.

This concludes formal consultation on the proposed action. As provided in 50 CFR 5402.16, reinitiation of formal consultation is required where discretionary Federal agency involvement or control over the action has been retained (or is authorized by law) and if: 1) the amount or extent of incidental take is exceeded; 2) new information reveals effects of the proposed action that may affect listed species or critical habitat in a manner or to an extent not considered in this opinion; 3) the agency action is subsequently modified in a manner that causes an effect to listed species or critical habitat that was not considered in this opinion; or 4) a new species is listed or critical habitat is designated that may be affected by the proposed action. In instances where the amount or extent of incidental take is exceeded, any operations causing such take must cease pending reinitiation.

If you have any questions regarding this biological opinion, please contact Tara Callaway of this office at 760-322-2070, extension 417.

Sincerely,

KARIN CLEARY-ROSE

Digitally signed by KARIN  
CLEARY-ROSE  
Date: 2016.08.12 13:31:02  
-07'00'

for: Kennon A. Corey  
Assistant Field Supervisor

**LITERATURE CITED**

Carlson Strategic Land Solutions 2016. Determination of Biologically Equivalent or Superior Preservation and Consistency Determination Report. City of Corona, Riverside County, California.

Glen Lukos Associates 2010. General Biological Report for the Arantine Hills Development Project. City of Corona, Riverside County, California.

LSA Associates, Inc. 2016. Supplement to Final Environmental Impact Report. City of Corona, Riverside County, California.

VCS Environmental 2015. Supplemental to the Determination of Biologically Equivalent or Superior Preservation and Consistency Determination Report. City of Corona, Riverside County, California.



**DEPARTMENT OF THE ARMY**  
**LOS ANGELES DISTRICT, U.S. ARMY CORPS OF ENGINEERS**  
**915 WILSHIRE BOULEVARD, SUITE 930**  
**LOS ANGELES, CALIFORNIA 90017**

September 20, 2016

John Sherwood  
The New Home Company  
85 Enterprise, Suite 450  
Aliso Viejo, CA 92656

**DEPARTMENT OF THE ARMY NATIONWIDE PERMIT VERIFICATION**

Dear Mr. Sherwood:

I am responding to your request (Corps File No. SPL-2015-00361-ERS) for a Department of the Army permit for the proposed Arantine Hills Development Project. The proposed project is located in Bedford Canyon Wash within the city of Corona, Riverside County, California at approximately 33.814317, -117.520272 (Figures 1 and 2). The proposed project is located in the Bedford Canyon area of the Santa Ana Mountain foothills in the southeastern portion of the city of Corona.

Because this project would result in a discharge of dredged and/or fill material into waters of the United States a Department of the Army permit is required pursuant to section 404 of the Clean Water Act (33 U.S.C. §1344).

I have determined construction of your proposed project, if constructed as described in your application, would comply with Nationwide Permit (NWP) No. 29 (Residential Developments) and NWP 27 (Aquatic Habitat Restoration, Establishment, and Enhancement Activities). Specifically, and as shown in the enclosed figures, you are authorized to conduct the following regulated activities:

1. Permanently impact 0.10 acre and temporarily impact 0.01 acre of non-wetland waters of the U.S. as a result of discharging fill material into Ditch A (Figure 3);
2. Permanently impact 0.02 acre of non-wetland waters of the U.S. as a result of the placement of concrete piers for a bridge within Bedford Canyon Wash (Figure 3);
3. Temporarily impact 0.12 acre of non-wetland waters of the U.S. as result of activities associated with the construction of the concrete piers in Bedford Canyon Wash (Figure 3); and,
4. Temporarily impact 8.85 acres (5,900 linear feet) of non-wetland waters of the U.S. by widening and redistributing soil in Bedford Canyon Wash so that the restored wash occupies a total of 19.84 acres of jurisdictional waters (Figure 4). Soil cement and rip rap would be placed at least 18 inches below the surface of the banks along the entire length of the restored wash and the restored banks would be planted with alluvial fan sage scrub.

For this NWP verification letter to be valid, you must comply with all of the terms and conditions stated in the enclosed copy of the NWP. Furthermore, you must comply with the following non-discretionary Special Conditions:

**Special Conditions:**

1. Within 45 calendar days of completion of authorized work in waters of the U.S., the Permittee shall submit to the Corps Regulatory Division a post-project implementation memorandum including the following information:
  - A. Date(s) work within waters of the U.S. was initiated and completed;
  - B. Summary of compliance status with each special condition of this permit (including any noncompliance that previously occurred or is currently occurring and corrective actions taken or proposed to achieve compliance);
  - C. Color photographs (including map of photopoints) taken at the project site before and after construction for those aspects directly associated with permanent impacts to waters of the U.S. such that the extent of authorized fills can be verified;
  - D. One copy of "as built" drawings for the entire project. Electronic submittal (Adobe PDF format) is preferred. All sheets must be signed, dated, and to-scale. If submitting paper copies, sheets must be no larger than 11 x 17 inches; and
  - E. Signed Certification of Compliance (attached as part of this permit package).
2. Pursuant to 36 C.F.R. section 800.13, in the event of any discoveries during construction of either human remains, archeological deposits, or any other type of historic property, the Permittee shall notify the Corps' Archeology Staff within 24 hours (Danielle Storey at 213-452-3855). The Permittee shall immediately suspend all work in any area(s) where potential cultural resources are discovered. The Permittee shall not resume construction in the area surrounding the potential cultural resources until the Corps Regulatory Division re-authorizes project construction, per 36 C.F.R. section 800.13.
3. This Corps permit does not authorize you to take any threatened or endangered species or adversely modify its designated critical habitat, in particular the federally listed as threatened California gnatcatcher (*Polioptila californica californica*) and its designated critical habitat. In order to legally take a listed species, you must have separate authorization under the Endangered Species Act (ESA) (e.g. ESA Section 10 permit, or a Biological Opinion (BO) under ESA Section 7, with "incidental take" provisions with which you must comply). The U.S. Fish and Wildlife Service BO (Streamlined Section 7, FWS-WRIV-08B0679-15F0516; dated August 12th, 2016), extends consistency for the Arantine Hills Development Project with the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP). Your authorization under this Corps permit is conditional upon your consistency with the MSHCP, including their associated implementation agreements and permits. Your authorization for project-related incidental take through the MSHCP is contingent on project implementation being conducted in the manner described in the BO. Failure to maintain consistency with the MSHCP and their authorizations associated with incidental take of these species, where a take of a listed species occurs, would constitute an unauthorized take, and would also constitute non-compliance with

your Corps permit. The USFWS is the appropriate authority to determine if the project is being implemented consistent with the MSHCP, and their associated implementation agreements and permits, and with the ESA.

4. The Permittee shall mitigate for permanent impacts to 0.12 acre of waters of the U.S., through establishment of 0.18 acre of waters of the U.S. as described in the final, approved mitigation plan: "Habitat Mitigation and Monitoring Plan for the Arantine Hills Development Project" (dated September 2016 and prepared by Carlson Strategic Land Solutions). The Permittee shall complete site preparation and planting and initiate monitoring as described in the final, approved mitigation plan. According to the final, approved mitigation plan, responsible parties would be as follows: a) Implementation: The New Home Company; b) Performance: The New Home Company; c) Long-term management: The New Home Company. The Permittee retains ultimate legal responsibility for meeting the requirements of the final, approved mitigation plan. Detailed mitigation objectives, performance standards, and monitoring requirements are described in the above final, approved mitigation plan. Any requirements for financial assurances and/or long-term management provisions are also described in the above final, approved mitigation plan, as well as in Special Condition 5 below. Your responsibility to complete the required compensatory mitigation as set forth in Special Condition 4 will not be considered fulfilled until you have demonstrated compensatory mitigation project success and have received written verification of that success from the U.S. Army Corps of Engineers Regulatory Division.

**MONITORING:** You shall submit monitoring reports for all compensatory mitigation sites as described in the final, approved mitigation plan by September 20 of each year following the construction of mitigation. To assure compensatory mitigation success, you shall monitor the mitigation area(s) for at least five (5) consecutive growing seasons after construction or until the Corps determines the final performance standards are met (monitoring shall be for a minimum of 5 years unless the Corps agrees earlier that success has been reached and maintained for a sufficient time period, or, if success is not demonstrated to the Corps' satisfaction after the 5th year of monitoring, additional monitoring may be required by the Corps as determined at that time). The monitoring period shall commence upon completion of the construction of the mitigation site(s). Additionally, you shall demonstrate continued success of the compensatory mitigation site(s), without human intervention, for at least two consecutive years during which interim and/or final performance standards are met. The compensatory mitigation project will not be deemed successful until this criterion has been met.

**GIS DATA:** Within 60 days following permit issuance for Standard Individual Permits or within 60 days following written Corps approval of the mitigation plan for General Permits, you shall provide to this office GIS data (polygons only) depicting the boundaries of all compensatory mitigation sites, as authorized in the above, final mitigation plan. All GIS data and associated metadata shall be provided on a digital medium (CD or DVD) or via file transfer protocol (FTP), preferably using the Environmental Systems Research Institute (ESRI) shapefile format. GIS data for mitigation sites shall conform to the Regulatory\_mitigation\_template\_20160115.lpk labeling requirements, as specified in the Final Map and Drawing Standards for the South Pacific Division Regulatory Program dated February 10, 2016

(<http://www.spd.usace.army.mil/Missions/Regulatory/PublicNoticesandReferences/tabid/10390/Article/651327/updated-map-and-drawing-standards.aspx>), and shall include a text file of metadata, including datum, projection, and mapper contact information. Within 60 days following completion of compensatory mitigation construction activities, if any deviations have occurred, you shall submit as-built GIS data (polygons only) accompanied by a narrative description listing and explaining each deviation.

5. Prior to initiating construction in waters of the U.S., the Permittee shall post financial assurance ("financial assurance") in a form approved by the Corps Regulatory Division for the estimated cost of implementing the approved HMMP (including a 20% contingency to be added to the total costs). The purpose of this financial assurance is to guarantee the successful implementation, maintenance and monitoring of the wetland and non-wetland waters creation, restoration, and enhancement work. Our preferred form of financial assurance is a Performance Bond, in which case, you shall post a Performance Bond for 120% of the anticipated cost of the mitigation and monitoring associated with the project, as indicated above. In addition,
  - A. The bonding company must appear on the Department of Treasury Circular 570, Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies. For a current list of Treasury-authorized companies, write or call the Surety Bond Branch, Financial Management Services, Department of the Treasury, Washington DC 20227; (202) 874-6850 or at the following website: <http://www.fms.treas.gov/c570/c570.html>.
  - B. The performance bond shall be released only upon a determination by the Corps Regulatory Division that successful mitigation has been completed.
  - C. Alternatively, the Corps Regulatory Division will accept an irrevocable letter of credit in the same amount in lieu of a Performance Bond. The terms of the irrevocable letter of credit are subject to Corps Regulatory Division approval.
  - D. The Permittee shall clearly mark the limits of the workspace with flagging or similar means to ensure mechanized equipment does not enter preserved waters of the U.S. and riparian wetland/habitat areas shown on Figure 5. Adverse impacts to waters of the U.S. beyond the Corps-approved construction footprint are not authorized. Such impacts could result in permit suspension and revocation, administrative, civil or criminal penalties, and/or substantial, additional, compensatory mitigation requirements.

This verification is valid through March 18, 2017. If on March 18, 2017 you have commenced or are under contract to commence the permitted activity you will have an additional twelve (12) months to complete the activity under the present NWP terms and conditions. However, if I discover noncompliance or unauthorized activities associated with the permitted activity I may request the use of discretionary authority in accordance with procedures in 33 CFR § 330.4(e) and 33 CFR § 330.5(c) or (d) to modify, suspend, or revoke this specific verification at an earlier date. Additionally, at the national level the Chief of Engineers, any time prior to March 18, 2017, may choose to modify, suspend, or revoke the nationwide use of a NWP after following procedures set forth in 33 CFR § 330.5. It is incumbent upon you to



comply with all of the terms and conditions of this NWP verification and to remain informed of any change to the NWPs.

A general permit does not grant any property rights or exclusive privileges. Also, it does not authorize any injury to the property or rights of others or authorize interference with any existing or proposed Federal project. Furthermore, it does not obviate the need to obtain other Federal, State, or local authorizations required by law.

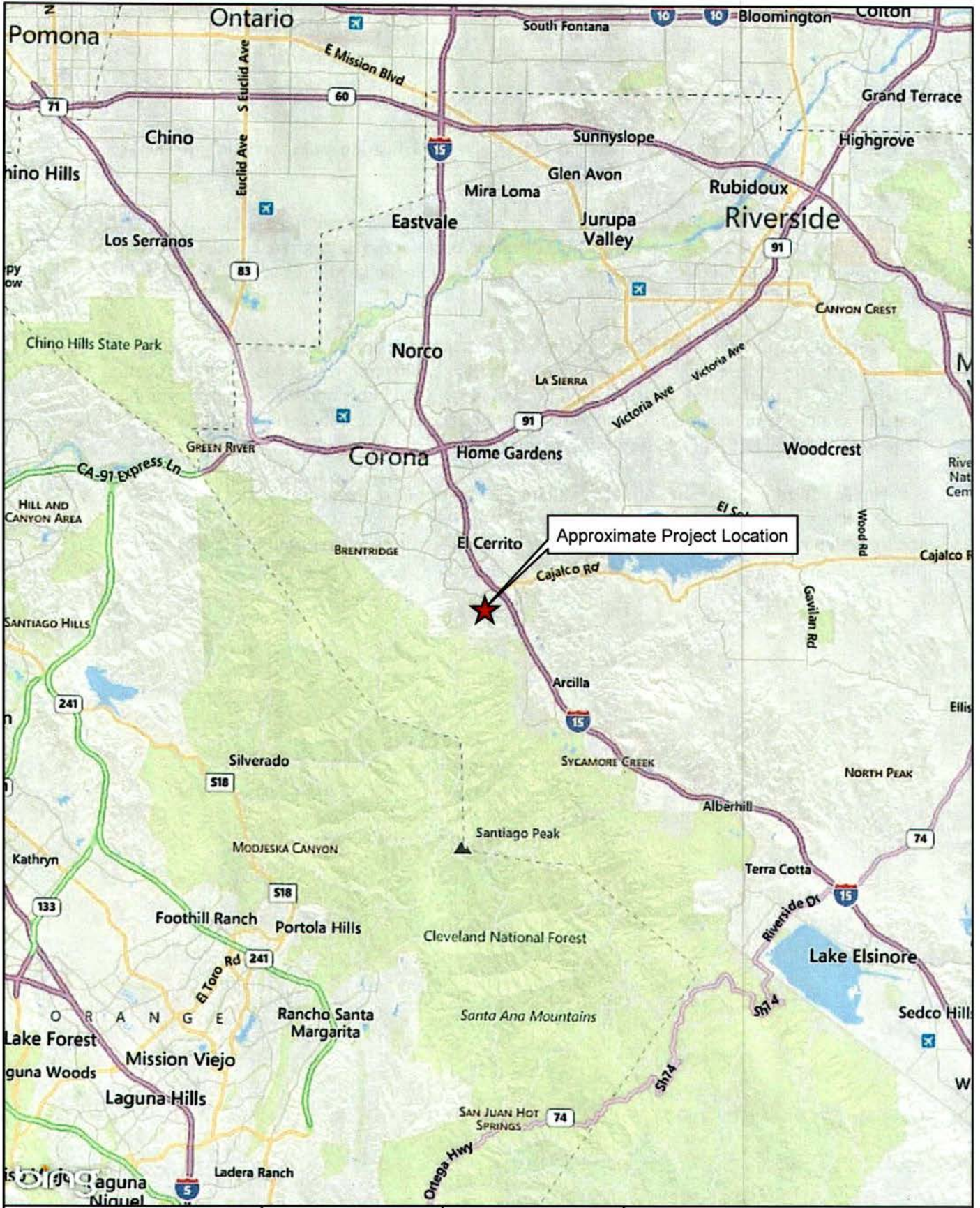
A preliminary jurisdictional determination (JD) has been conducted to determine the extent of U.S. Army Corps of Engineers (Corps) geographic jurisdiction, upon which this NWP verification is based. A preliminary JD is advisory in nature and is a written indication that Corps geographic jurisdiction may be present on a particular site, but is not appealable. Please refer to the enclosed Request for Appeal (RFA) form for more information.

Thank you for participating in the regulatory program. If you have any questions, contact Eric Sweeney at 213-452-3002 or via email at [Eric.R.Sweeney@usace.army.mil](mailto:Eric.R.Sweeney@usace.army.mil). Please help me to evaluate and improve the regulatory experience for others by completing the customer survey form at [http://corpsmapu.usace.army.mil/cm\\_apex/f?p=regulatory\\_survey](http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey).

Sincerely,

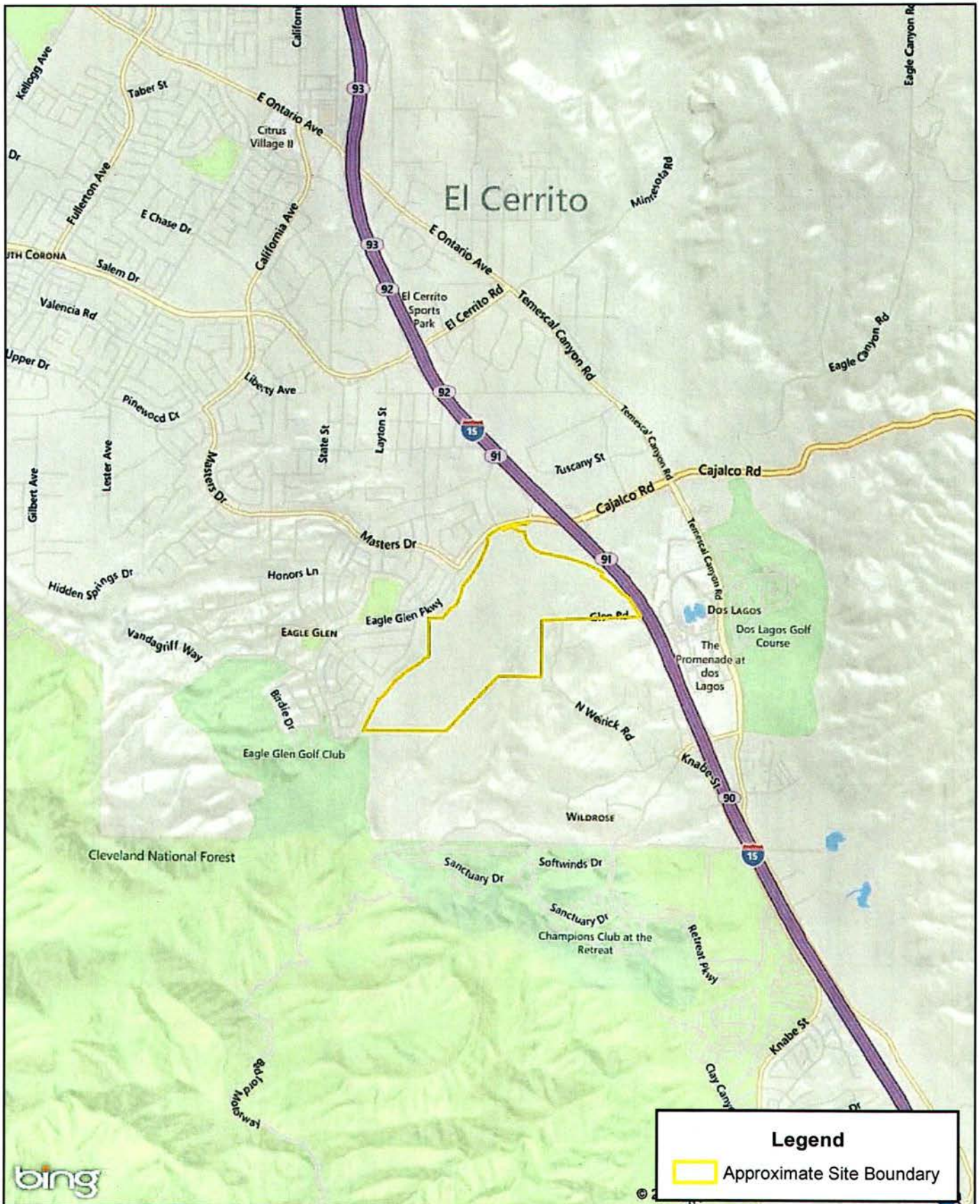
Gerardo Salas  
Senior Project Manager  
Orange and Riverside Counties Section  
South Coast Branch  
Regulatory Division

Enclosures



Prepared By:  VCS Environmental	Map Created: 12/01/2014	 1 inch = 20,000 feet	Data Source: Bing Maps	<b>Arantine Hills Development Project Regional Location Map</b>
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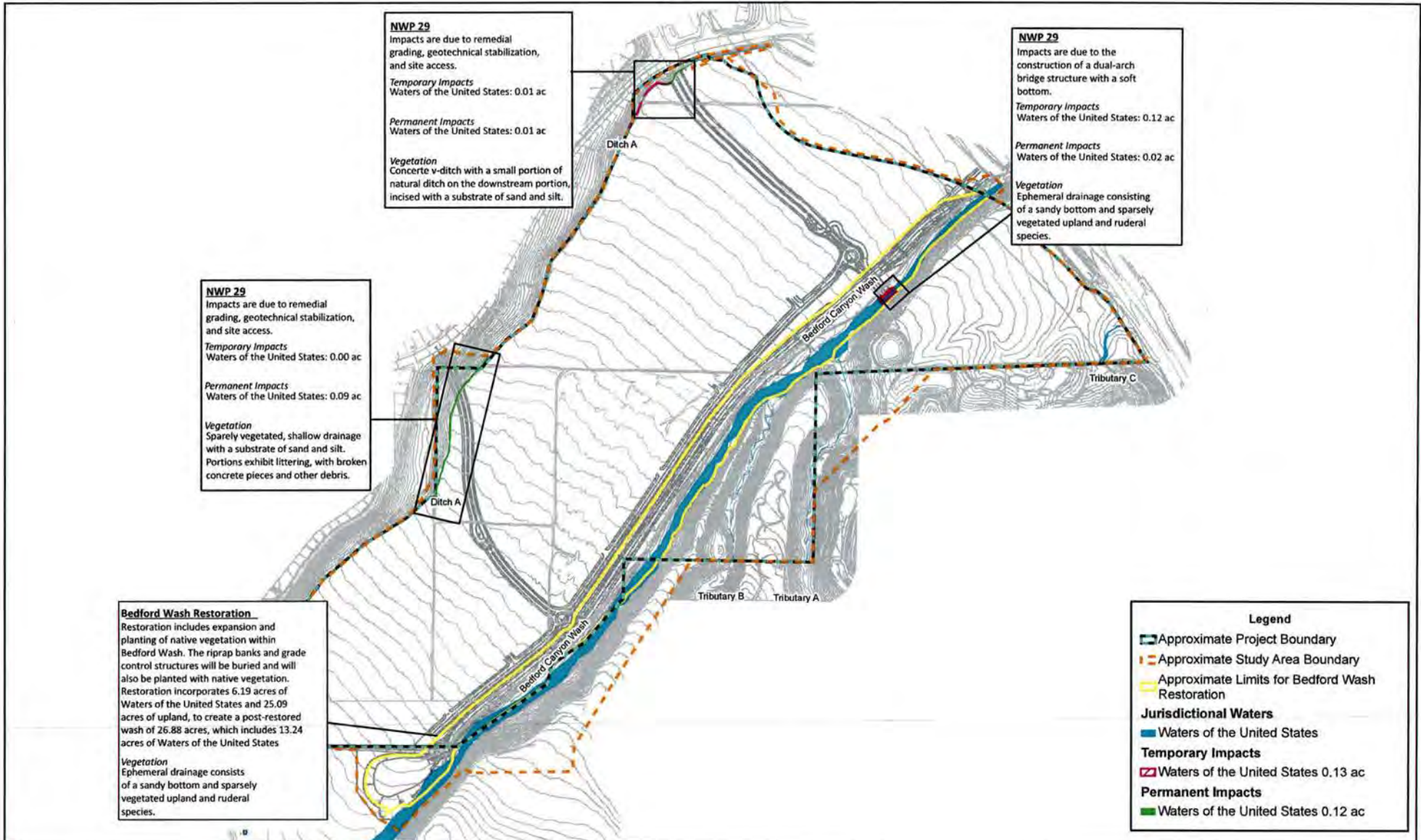
FIGURE 1



Prepared By:  VCS Environmental	Map Created: 12/01/2014	 1 inch = 3,000 feet	Data Source: Bing Maps	<p style="text-align: center;"><b>Arantine Hills Development Project Project Vicinity Map</b></p>
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**FIGURE 2**

**Figure 3**



**Figure 4**

**Bedford Canyon Wash Restoration**

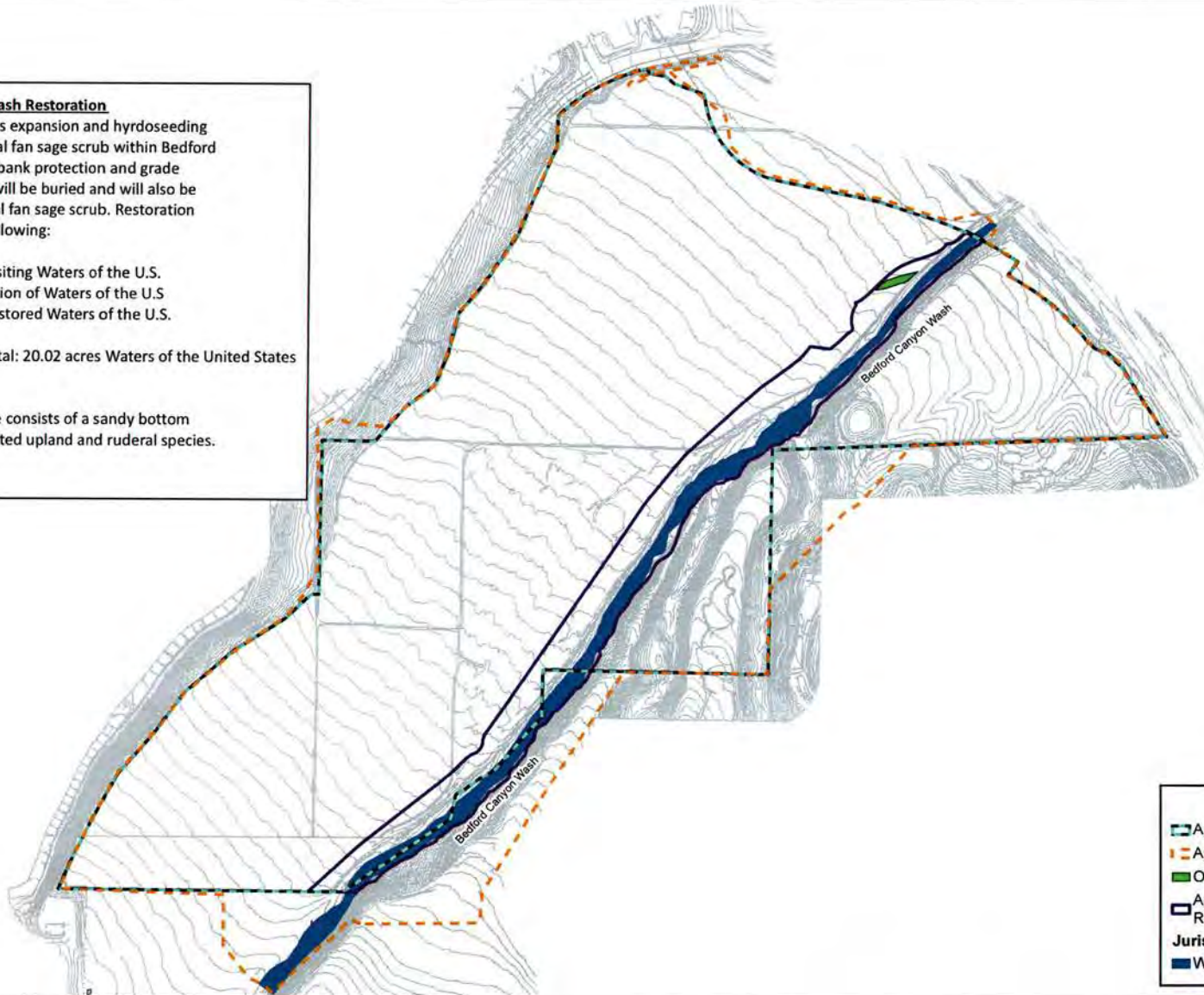
Restoration includes expansion and hydroseeding with a mix of alluvial fan sage scrub within Bedford Canyon Wash. The bank protection and grade control structures will be buried and will also be planted with alluvial fan sage scrub. Restoration incorporates the following:

- 8.85 acres of existing Waters of the U.S.
- 0.18 acre mitigation of Waters of the U.S.
- 10.99 acres of restored Waters of the U.S.

Post-Restoration total: 20.02 acres Waters of the United States

**Vegetation**

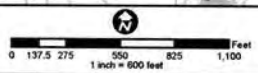
Ephemeral drainage consists of a sandy bottom and sparsely vegetated upland and ruderal species.



**Legend**

- Approximate Project Boundary
- Approximate Study Area
- Onsite WoUS Mitigation (0.18 acres)
- Approximate Limits for Bedford Wash Restoration (~5,400 LF)
- Jurisdictional Waters**
- Waters of the United States

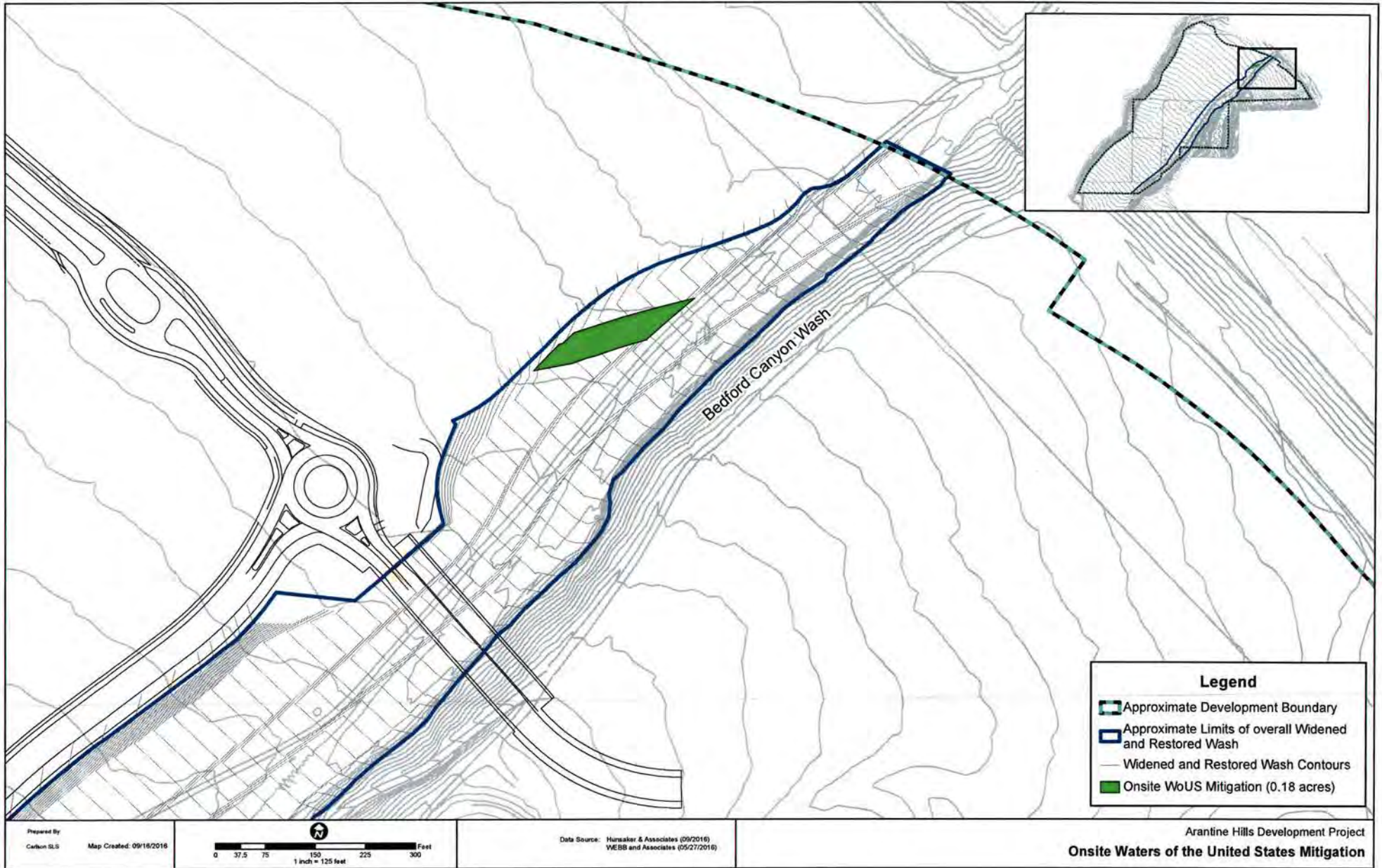
Prepared By:  
Carlson SLS Map Created: 09/16/2016



Data Source: Hunsaker & Associates (09/2016)  
WEBB and Associates (05/27/2016)

Arantine Hills Development Project  
**Restoration and Mitigation for Bedford Canyon Wash**

**Figure 5**





LOS ANGELES DISTRICT  
U.S. ARMY CORPS OF ENGINEERS

NOTIFICATION OF COMMENCEMENT OF WORK  
FOR  
DEPARTMENT OF THE ARMY PERMIT

**Permit Number:** *SPL-2015-00361-ERS*  
**Name of Permittee:** *John Sherwood, The New Home Company*  
**Date of Issuance:** *September 20, 2016*

**Date work in waters of the U.S. will commence:** \_\_\_\_\_  
**Estimated construction period (in weeks):** \_\_\_\_\_  
**Name & phone of contractor (if any):** \_\_\_\_\_

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

I hereby certify that I, and the contractor (if applicable), have read and agree to comply with the terms and conditions of the above referenced permit.

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

At least ten (10) days prior to the commencement of the activity authorized by this permit, sign this certification and return it using any ONE of the following three (3) methods:

- (1) E-MAIL a statement including all the above information to:  
Eric.R.Sweeney@usace.army.mil
- OR
- (2) FAX this certification, after signing, to: 213-452-4196
- OR
- (3) MAIL to the following address:  
Eric Sweeney  
U.S. Army Corps of Engineers  
915 Wilshire Boulevard, Suite 930  
Los Angeles, California 90017  
ATTN: CESPL-RG-SPL-2015-00361-ERS



LOS ANGELES DISTRICT  
U.S. ARMY CORPS OF ENGINEERS

**NOTIFICATION OF COMPLETION OF WORK AND CERTIFICATION OF  
COMPLIANCE WITH DEPARTMENT OF THE ARMY PERMIT**

**Permit Number:** *SPL-2015-00361-ERS*  
**Name of Permittee:** *John Sherwood, The New Home Company*  
**Date of Issuance:** *September 20, 2016*

**Date work in waters of the U.S. completed:** \_\_\_\_\_  
**Construction period (in weeks):** \_\_\_\_\_  
**Name & phone of contractor (if any):** \_\_\_\_\_

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

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

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

Upon completion of the activity authorized by this permit, sign this certification and return it using any ONE of the following three (3) methods:

- (1) E-MAIL a statement including all the above information to:  
Eric.R.Sweeney@usace.army.mil
- OR
- (2) FAX this certification, after signing, to: 213-452-4196
- OR
- (3) MAIL to the following address:  
Eric Sweeney  
U.S. Army Corps of Engineers  
915 Wilshire Boulevard, Suite 930  
Los Angeles, California 90017  
ATTN: CESPL-RG-SPL-2015-00361-ERS



**NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND  
REQUEST FOR APPEAL**

Applicant: John Sherwood, The New Home Company		File Number: SPL-2015-00361-ERS	Date: 9/20/16
Attached is:			See Section below
<input type="checkbox"/>	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)	A	
<input type="checkbox"/>	PROFFERED PERMIT (Standard Permit or Letter of permission)	B	
<input type="checkbox"/>	PERMIT DENIAL	C	
<input type="checkbox"/>	APPROVED JURISDICTIONAL DETERMINATION	D	
<input checked="" type="checkbox"/>	PRELIMINARY JURISDICTIONAL DETERMINATION	E	

**SECTION I -** The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at [http://www.usace.army.mil/cecw/pages/reg\\_materials.aspx](http://www.usace.army.mil/cecw/pages/reg_materials.aspx) or Corps regulations at 33 CFR Part 331.

**A: INITIAL PROFFERED PERMIT:** You may accept or object to the permit.

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **OBJECT:** If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

**B: PROFFERED PERMIT:** You may accept or appeal the permit

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **APPEAL:** If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

**C: PERMIT DENIAL:** You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

**D: APPROVED JURISDICTIONAL DETERMINATION:** You may accept or appeal the approved JD or provide new information.

- **ACCEPT:** You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.
- **APPEAL:** If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

**E: PRELIMINARY JURISDICTIONAL DETERMINATION:** You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.

**SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT**

**REASONS FOR APPEAL OR OBJECTIONS:** (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

**ADDITIONAL INFORMATION:** The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

**POINT OF CONTACT FOR QUESTIONS OR INFORMATION:**

If you have questions regarding this decision and/or the appeal process you may contact:

Eric Sweeney  
Project Manager  
U.S. Army Corps of Engineers  
Los Angeles District  
915 Wilshire Boulevard, Suite 930  
Los Angeles, CA 90017  
Phone: 213-452-3002  
Email: [Eric.R.Sweeney@usace.army.mil](mailto:Eric.R.Sweeney@usace.army.mil)

If you only have questions regarding the appeal process you may also contact:

Thomas J. Cavanaugh  
Administrative Appeal Review Officer,  
U.S. Army Corps of Engineers  
South Pacific Division  
1455 Market Street, 2052B  
San Francisco, California 94103-1399  
Phone: (415) 503-6574 Fax: (415) 503-6646  
Email: [thomas.j.cavanaugh@usace.army.mil](mailto:thomas.j.cavanaugh@usace.army.mil)

**RIGHT OF ENTRY:** Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15 day notice of any site investigation, and will have the opportunity to participate in all site investigations.

_____ Signature of appellant or agent.	Date:	Telephone number:
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## Enclosure 1: NATIONWIDE PERMIT (NWP) 29 (Residential Developments) and NWP 27

### TERMS AND CONDITIONS

- 1. Nationwide Permit Terms:** Your activity is authorized under Nationwide Permit (NWP) 29 (Residential Developments) and NWP 27 (Aquatic Habitat Restoration, Establishment, and Enhancement Activities) subject to the following terms:

**Residential Developments:** Discharges of dredged or fill material into non-tidal waters of the United States for the construction or expansion of a single residence, a multiple unit residential development, or a residential subdivision. This NWP authorizes the construction of building foundations and building pads and attendant features that are necessary for the use of the residence or residential development. Attendant features may include but are not limited to roads, parking lots, garages, yards, utility lines, storm water management facilities, septic fields, and recreation facilities such as playgrounds, playing fields, and golf courses (provided the golf course is an integral part of the residential development).

The discharge must not cause the loss of greater than 1/2-acre of non-tidal waters of the United States, including the loss of no more than 300 linear feet of stream bed, unless for intermittent and ephemeral stream beds this 300 linear foot limit is waived in writing by the district engineer. This NWP does not authorize discharges into non-tidal wetlands adjacent to tidal waters.

**Subdivisions:** For residential subdivisions, the aggregate total loss of waters of United States authorized by this NWP cannot exceed 1/2 acre. This includes any loss of waters of the United States associated with development of individual subdivision lots.

**Notification:** The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity. (See general condition 31.) (Sections 10 and 404)

**Aquatic Habitat Restoration, Establishment, and Enhancement Activities:** Activities in waters of the United States associated with the restoration, enhancement, and establishment of tidal and non-tidal wetlands and riparian areas, the restoration and enhancement of non-tidal streams and other non-tidal open waters, and the rehabilitation or enhancement of tidal streams, tidal wetlands, and tidal open waters, provided those activities result in net increases in aquatic resource functions and services.

To the extent that a Corps permit is required, activities authorized by this NWP include, but are not limited to: the removal of accumulated sediments; the installation, removal, and maintenance of small water control structures, dikes, and berms, as well as discharges of dredged or fill material to restore appropriate stream channel configurations after small water control structures, dikes, and berms, are removed; the installation of current deflectors; the enhancement, restoration, or establishment of riffle and pool stream structure; the placement of in-stream habitat structures; modifications of the stream bed and/or banks to restore or establish stream meanders; the backfilling of artificial channels; the removal of existing drainage structures, such as drain tiles, and the filling, blocking, or reshaping of drainage

ditches to restore wetland hydrology; the installation of structures or fills necessary to establish or re-establish wetland or stream hydrology; the construction of small nesting islands; the construction of open water areas; the construction of oyster habitat over unvegetated bottom in tidal waters; shellfish seeding; activities needed to reestablish vegetation, including plowing or discing for seed bed preparation and the planting of appropriate wetland species; re-establishment of submerged aquatic vegetation in areas where those plant communities previously existed; re-establishment of tidal wetlands in tidal waters where those wetlands previously existed; mechanized land clearing to remove non-native invasive, exotic, or nuisance vegetation; and other related activities. Only native plant species should be planted at the site.

This NWP authorizes the relocation of non-tidal waters, including non-tidal wetlands and streams, on the project site provided there are net increases in aquatic resource functions and services.

Except for the relocation of non-tidal waters on the project site, this NWP does not authorize the conversion of a stream or natural wetlands to another aquatic habitat type (e.g., stream to wetland or vice versa) or uplands. Changes in wetland plant communities that occur when wetland hydrology is more fully restored during wetland rehabilitation activities are not considered a conversion to another aquatic habitat type. This NWP does not authorize stream channelization. This NWP does not authorize the relocation of tidal waters or the conversion of tidal waters, including tidal wetlands, to other aquatic uses, such as the conversion of tidal wetlands into open water impoundments.

Compensatory mitigation is not required for activities authorized by this NWP since these activities must result in net increases in aquatic resource functions and services.

Reversion: For enhancement, restoration, and establishment activities conducted: (1) In accordance with the terms and conditions of a binding stream or wetland enhancement or restoration agreement, or a wetland establishment agreement, between the landowner and the U.S. Fish and Wildlife Service (FWS), the Natural Resources Conservation Service (NRCS), the Farm Service Agency (FSA), the National Marine Fisheries Service (NMFS), the National Ocean Service (NOS), U.S. Forest Service (USFS), or their designated state cooperating agencies; (2) as voluntary wetland restoration, enhancement, and establishment actions documented by the NRCS or USDA Technical Service Provider pursuant to NRCS Field Office Technical Guide standards; or (3) on reclaimed surface coal mine lands, in accordance with a Surface Mining Control and Reclamation Act permit issued by the Office of Surface Mining Reclamation and Enforcement (OSMRE) or the applicable state agency, this NWP also authorizes any future discharge of dredged or fill material associated with the reversion of the area to its documented prior condition and use (i.e., prior to the restoration, enhancement, or establishment activities). The reversion must occur within five years after expiration of a limited term wetland restoration or establishment agreement or permit, and is authorized in these circumstances even if the discharge occurs after this NWP expires. The five-year reversion limit does not apply to agreements without time limits reached between

the landowner and the FWS, NRCS, FSA, NMFS, NOS, USFS, or an appropriate state cooperating agency. This NWP also authorizes discharges of dredged or fill material in waters of the United States for the reversion of wetlands that were restored, enhanced, or established on prior-converted cropland or on uplands, in accordance with a binding agreement between the landowner and NRCS, FSA, FWS, or their designated state cooperating agencies (even though the restoration, enhancement, or establishment activity did not require a section 404 permit). The prior condition will be documented in the original agreement or permit, and the determination of return to prior conditions will be made by the Federal agency or appropriate state agency executing the agreement or permit. Before conducting any reversion activity the permittee or the appropriate Federal or state agency must notify the district engineer and include the documentation of the prior condition. Once an area has reverted to its prior physical condition, it will be subject to whatever the Corps Regulatory requirements are applicable to that type of land at the time. The requirement that the activity results in a net increase in aquatic resource functions and services does not apply to reversion activities meeting the above conditions. Except for the activities described above, this NWP does not authorize any future discharge of dredged or fill material associated with the reversion of the area to its prior condition. In such cases a separate permit would be required for any reversion.

**Reporting:** For those activities that do not require pre-construction notification, the permittee must submit to the district engineer a copy of: (1) The binding stream enhancement or restoration agreement or wetland enhancement, restoration, or establishment agreement, or a project description, including project plans and location map; (2) the NRCS or USDA Technical Service Provider documentation for the voluntary stream enhancement or restoration action or wetland restoration, enhancement, or establishment action; or (3) the SMCRA permit issued by OSMRE or the applicable state agency. The report must also include information on baseline ecological conditions on the project site, such as a delineation of wetlands, streams, and/or other aquatic habitats. These documents must be submitted to the district engineer at least 30 days prior to commencing activities in waters of the United States authorized by this NWP.

**Notification:** The permittee must submit a pre-construction notification to the district engineer prior to commencing any activity (see general condition 31), except for the following activities: (1) Activities conducted on non-Federal public lands and private lands, in accordance with the terms and conditions of a binding stream enhancement or restoration agreement or wetland enhancement, restoration, or establishment agreement between the landowner and the U.S. FWS, NRCS, FSA, NMFS, NOS, USFS or their designated state cooperating agencies; (2) Voluntary stream or wetland restoration or enhancement action, or wetland establishment action, documented by the NRCS or USDA Technical Service Provider pursuant to NRCS Field Office Technical Guide standards; or (3) The reclamation of surface coal mine lands, in accordance with an SMCRA permit issued by the OSMRE or the applicable state agency. However, the permittee must submit a copy of the appropriate documentation to the district engineer to fulfill the reporting requirement. (Sections 10 and 404)

Note: This NWP can be used to authorize compensatory mitigation projects, including mitigation banks and in-lieu fee projects. However, this NWP does not authorize the reversion of an area used for a compensatory mitigation project to its prior condition, since compensatory mitigation is generally intended to be permanent.

Note: To qualify for NWP authorization, the prospective permittee must comply with the following general conditions, as appropriate, in addition to any regional or case-specific conditions imposed by the division engineer or district engineer. Prospective permittees should contact the appropriate Corps district office to determine if regional conditions have been imposed on an NWP. Prospective permittees should also contact the appropriate Corps district office to determine the status of Clean Water Act Section 401 water quality certification and/or Coastal Zone Management Act consistency for an NWP.

2. **Nationwide Permit General Conditions:** The following general conditions must be followed in order for any authorization by an NWP to be valid:
  1. Navigation. (a) No activity may cause more than a minimal adverse effect on navigation. (b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States. (c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.
  2. Aquatic Life Movements. No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species.
  3. Spawning Areas. Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.
  4. Migratory Bird Breeding Areas. Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

5. Shellfish Beds. No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWPs 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.
6. Suitable Material. No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see Section 307 of the Clean Water Act).
7. Water Supply Intakes. No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.
8. Adverse Effects From Impoundments. If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.
9. Management of Water Flows. To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization and storm water management activities, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).
10. Fills Within 100-Year Floodplains. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.
11. Equipment. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.
12. Soil Erosion and Sediment Controls. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow.
13. Removal of Temporary Fills. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

14. Proper Maintenance. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.
15. Single and Complete Project. The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.
16. Wild and Scenic Rivers. No activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a “study river” for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status. Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service).
17. Tribal Rights. No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.
18. Endangered Species.
  - (a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify the critical habitat of such species. No activity is authorized under any NWP which “may affect” a listed species or critical habitat, unless Section 7 consultation addressing the effects of the proposed activity has been completed.
  - (b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will review the documentation and determine whether it is sufficient to address ESA compliance for the NWP activity, or whether additional ESA consultation is necessary.
  - (c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species or designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that might be affected by the proposed work or that utilize the designated critical habitat that might be affected by the proposed work. The district engineer will determine



whether the proposed activity “may affect” or will have “no effect” to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps’ determination within 45 days of receipt of a complete pre-construction notification. In cases where the non-Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the project, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification the proposed activities will have “no effect” on listed species or critical habitat, or until Section 7 consultation has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(d) As a result of formal or informal consultation with the FWS or National Marine Fisheries Service (NMFS) the district engineer may add species-specific regional endangered species conditions to the NWP.

(e) Authorization of an activity by a NWP does not authorize the “take” of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with “incidental take” provisions, etc.) from the U.S. FWS or the NMFS, The Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where “take” means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word “harm” in the definition of “take” means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

(f) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the U.S. FWS and NMFS or their world wide web pages at <http://www.fws.gov/> or <http://www.fws.gov/ipac> and <http://www.noaa.gov/fisheries.html> respectively.

19. Migratory Birds and Bald and Golden Eagles. The permittee is responsible for obtaining any “take” permits required under the U.S. Fish and Wildlife Service’s regulations governing compliance with the Migratory Bird Treaty Act or the Bald and Golden Eagle Protection Act. The permittee should contact the appropriate local office of the U.S. Fish and Wildlife Service to determine if such “take” permits are required for a particular activity.

20. Historic Properties.

(a) In cases where the district engineer determines that the activity may affect properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

(b) Federal permittees should follow their own procedures for complying with the requirements of Section 106 of the National Historic Preservation Act. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will review the documentation

and determine whether it is sufficient to address section 106 compliance for the NWP activity, or whether additional section 106 consultation is necessary.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if the authorized activity may have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties may be affected by the proposed work or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of or potential for the presence of historic resources can be sought from the State Historic Preservation Officer or Tribal Historic Preservation Officer, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of Section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted and these efforts, the district engineer shall determine whether the proposed activity has the potential to cause an effect on the historic properties. Where the non-Federal applicant has identified historic properties on which the activity may have the potential to cause effects and so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects or that consultation under Section 106 of the NHPA has been completed.

(d) The district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA Section 106 consultation is required. Section 106 consultation is not required when the Corps determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR §800.3(a)). If NHPA section 106 consultation is required and will occur, the district engineer will notify the non-Federal applicant that he or she cannot begin work until Section 106 consultation is completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(e) Prospective permittees should be aware that section 110k of the NHPA (16 U.S.C. 470h-2(k)) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of Section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any

views obtained from the applicant, State Historic Preservation Officer (SHPO)/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

21. Discovery of Previously Unknown Remains and Artifacts. If you discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by this permit, you must immediately notify the district engineer of what you have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
  
22. Designated Critical Resource Waters. Critical resource waters include National Oceanic and Atmospheric Administration (NOAA)-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment.
  - (a) Discharges of dredged or fill material into waters of the United States are not authorized by NWPs 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, and 52 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.
  - (b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, and 38, notification is required in accordance with general condition 31, for any activity proposed in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWPs only after it is determined that the impacts to the critical resource waters will be no more than minimal.
  
23. Mitigation. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that adverse effects on the aquatic environment are minimal:
  - (a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).
  - (b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the adverse effects to the aquatic environment are minimal.
  - (c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be

more environmentally appropriate or the adverse effects of the proposed activity are minimal, and provides a project-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in minimal adverse effects on the aquatic environment. Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.

(1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in minimal adverse effects on the aquatic environment.

(2) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, wetland restoration should be the first compensatory mitigation option considered.

(3) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) – (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)).

(4) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan only needs to address the baseline conditions at the impact site and the number of credits to be provided.

(5) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan.

(d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation, such as stream rehabilitation, enhancement, or preservation, to ensure that the activity results in minimal adverse effects on the aquatic environment.

(e) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any project resulting in the loss of greater than 1/2-acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that a project already meeting the established acreage limits also satisfies the minimal impact requirement associated with the NWPs.

(f) Compensatory mitigation plans for projects in or near streams or other open waters will normally include a requirement for the restoration or establishment, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, riparian areas may be the only compensatory mitigation required. Riparian areas should consist of native species. The width of the required riparian area will address

documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to establish a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or establishing a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

(g) Permittees may propose the use of mitigation banks, in-lieu fee programs, or separate permittee-responsible mitigation. For activities resulting in the loss of marine or estuarine resources, permittee-responsible compensatory mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management.

(h) Where certain functions and services of waters of the United States are permanently adversely affected, such as the conversion of a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse effects of the project to the minimal level.

24. Safety of Impoundment Structures. To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state dam safety criteria or have been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.
25. Water Quality. Where States and authorized Tribes, or EPA where applicable, have not previously certified compliance of an NWP with CWA Section 401, individual 401 Water Quality Certification must be obtained or waived (see 33 CFR 330.4(c)). The district engineer or State or Tribe may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.
26. Coastal Zone Management. In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). The district engineer or a State may require additional measures to ensure that the authorized activity is consistent with state coastal zone

management requirements.

27. Regional and Case-By-Case Conditions. The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.
28. Use of Multiple Nationwide Permits. The use of more than one NWP for a single and complete project is prohibited, except when the acreage loss of waters of the United States authorized by the NWP does not exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.
29. Transfer of Nationwide Permit Verifications. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

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

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(Transferee)

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(Date)

30. Compliance Certification. Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and any required compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include:

- (a) A statement that the authorized work was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;
- (b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and
- (c) The signature of the permittee certifying the completion of the work and mitigation.

31. Pre-Construction Notification.

- a. Timing. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:
  - 1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or
  - 2) 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or in the vicinity of the project, or to notify the Corps pursuant to general condition 20 that the activity may have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is "no effect" on listed species or "no potential to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or Section 106 of the National Historic Preservation (see 33 CFR 330.4(g)) has been completed. Also, work cannot begin under NWPs 21, 49, or 50 until the permittee has received written approval from the Corps. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

- b. Contents of Pre-Construction Notification: The PCN must be in writing and include the following information:
- (1) Name, address and telephone numbers of the prospective permittee;
  - (2) Location of the proposed project;
  - (3) A description of the proposed project; the project's purpose; direct and indirect adverse environmental effects the project would cause, including the anticipated amount of loss of water of the United States expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity. The description should be sufficiently detailed to allow the district engineer to determine that the adverse effects of the project will be minimal and to determine the need for compensatory mitigation. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the project and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);
  - (4) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many waters of the United States. Furthermore, the 45 day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;
  - (5) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse effects are minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.
  - (6) If any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, for non-Federal applicants the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed work or utilize the designated critical habitat that may be affected by the proposed work. Federal applicants must provide documentation demonstrating compliance with the Endangered Species Act; and
  - (7) For an activity that may affect a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, for non-Federal applicants the PCN must state which historic property may be affected by the proposed work or include a vicinity map indicating the location of the historic property. Federal applicants must provide documentation demonstrating compliance with Section 106 of the National Historic Preservation Act.
- (c) Form of Pre-Construction Notification: The standard individual permit application form (Form ENG 4345) may be used, but the completed application form must clearly



indicate that it is a PCN and must include all of the information required in paragraphs (b)(1) through (7) of this general condition. A letter containing the required information may also be used.

(d) Agency Coordination: (1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWP's and the need for mitigation to reduce the project's adverse environmental effects to a minimal level.

(2) For all NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States, for NWP 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52 activities that require pre-construction notification and will result in the loss of greater than 300 linear feet of intermittent and ephemeral stream bed, and for all NWP 48 activities that require pre-construction notification, the district engineer will immediately provide (e.g., via e-mail, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (U.S. FWS, state natural resource or water quality agency, EPA, State Historic Preservation Officer (SHPO) or Tribal Historic Preservation Office (THPO), and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to telephone or fax the district engineer notice that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWP's, including the need for mitigation to ensure the net adverse environmental effects to the aquatic environment of the proposed activity are minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

(3) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by Section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.

(4) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre-construction notifications to expedite agency coordination.

- 3. Regional Conditions for the Los Angeles District:** In accordance with General Condition Number 27, "Regional and Case-by-Case Conditions," the following Regional Conditions, as added by the Division Engineer, must be met in order for an authorization by any Nationwide

to be valid:

1. For all activities in waters of the U.S. that are suitable habitat for federally listed fish species, the permittee shall design all road crossings to ensure that the passage and/or spawning of fish is not hindered. In these areas, the permittee shall employ bridge designs that span the stream or river, including pier- or pile-supported spans, or designs that use a bottomless arch culvert with a natural stream bed, unless determined to be impracticable by the Corps.
2. Nationwide Permits (NWP) 3, 7, 12-15, 17-19, 21, 23, 25, 29, 35, 36, or 39-46, 48-52 cannot be used to authorize structures, work, and/or the discharge of dredged or fill material that would result in the "loss" of wetlands, mudflats, vegetated shallows or riffle and pool complexes as defined at 40 CFR Part 230.40-45. The definition of "loss" for this regional condition is the same as the definition of "loss of waters of the United States" used for the Nationwide Permit Program. Furthermore, this regional condition applies only within the State of Arizona and within the Mojave and Sonoran (Colorado) desert regions of California. The desert regions in California are limited to four USGS Hydrologic Unit Code (HUC) accounting units (Lower Colorado -150301, Northern Mojave-180902, Southern Mojave-181001, and Salton Sea-181002).
3. When a pre-construction notification (PCN) is required, the appropriate U.S. Army Corps of Engineers (Corps) District shall be notified in accordance with General Condition 31 using either the South Pacific Division PCN Checklist or a signed application form (ENG Form 4345) with an attachment providing information on compliance with all of the General and Regional Conditions. The PCN Checklist and application form are available at: <http://www.spl.usace.army.mil/missions/regulatory>. In addition, the PCN shall include:
  - a. A written statement describing how the activity has been designed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States;
  - b. Drawings, including plan and cross-section views, clearly depicting the location, size and dimensions of the proposed activity as well as the location of delineated waters of the U.S. on the site. The drawings shall contain a title block, legend and scale, amount (in cubic yards) and area (in acres) of fill in Corps jurisdiction, including both permanent and temporary fills/structures. The ordinary high water mark or, if tidal waters, the mean high water mark and high tide line, should be shown (in feet), based on National Geodetic Vertical Datum (NGVD) or other appropriate referenced elevation. All drawings for projects located within the boundaries of the Los Angeles District shall comply with the most current version of the *Map and Drawing Standards for the Los Angeles District Regulatory Division* (available on the Los Angeles District Regulatory Division website at: [www.spl.usace.army.mil/missions/regulatory/](http://www.spl.usace.army.mil/missions/regulatory/)); and
  - c. Numbered and dated pre-project color photographs showing a representative sample of waters proposed to be impacted on the project site, and all waters proposed to be avoided on and immediately adjacent to the project site. The compass angle and position of each photograph shall be documented on the plan-view drawing required in subpart b of this regional condition.

4. Submission of a PCN pursuant to General Condition 31 and Regional Condition 3 shall be required for all regulated activities in the following locations:
  - a. All perennial waterbodies and special aquatic sites within the State of Arizona and within the Mojave and Sonoran (Colorado) desert regions of California, excluding the Colorado River in Arizona from Davis Dam to River Mile 261 (northern boundary of the Fort Mojave Indian Tribe Reservation). The desert region in California is limited to four USGS HUC accounting units (Lower Colorado -150301, Northern Mojave-180902, Southern Mojave-181001, and Salton Sea-181002).
  - b. All areas designated as Essential Fish Habitat (EFH) by the Pacific Fishery Management Council (i.e., all tidally influenced areas - Federal Register dated March 12, 2007 (72 FR 11092)), in which case the PCN shall include an EFH assessment and extent of proposed impacts to EFH. Examples of EFH habitat assessments can be found at:  
<http://www.swr.noaa.gov/efh.htm>.
  - c. All watersheds in the Santa Monica Mountains in Los Angeles and Ventura counties bounded by Calleguas Creek on the west, by Highway 101 on the north and east, and by Sunset Boulevard and Pacific Ocean on the south.
  - d. The Santa Clara River watershed in Los Angeles and Ventura counties, including but not limited to Aliso Canyon, Agua Dulce Canyon, Sand Canyon, Bouquet Canyon, Mint Canyon, South Fork of the Santa Clara River, San Francisquito Canyon, Castaic Creek, Piru Creek, Sespe Creek and the main-stem of the Santa Clara River.
5. Individual Permits shall be required for all discharges of fill material in jurisdictional vernal pools, with the exception that discharges for the purpose of restoration, enhancement, management or scientific study of vernal pools may be authorized under NWP 5, 6, and 27 with the submission of a PCN in accordance with General Condition 31 and Regional Condition 3.
6. Individual Permits shall be required in Murrieta Creek and Temecula Creek watersheds in Riverside County for new permanent fills in perennial and intermittent watercourses otherwise authorized under NWP 29, 39, 42 and 43, and in ephemeral watercourses for these NWP 14 is used in conjunction with residential, commercial, or industrial developments the 0.1 acre limit would also apply.
7. Individual Permits (Standard Individual Permit or 404 Letter of Permission) shall be required in San Luis Obispo Creek and Santa Rosa Creek in San Luis Obispo County for bank stabilization projects, and in Gaviota Creek, Mission Creek and Carpinteria Creek in Santa Barbara County for bank stabilization projects and grade control structures.
8. In conjunction with the Los Angeles District's Special Area Management Plans (SAMPs) for the San Diego Creek Watershed and San Juan Creek/Western San Mateo Creek Watersheds in Orange County, California, the Corps' Division Engineer, through his discretionary authority has revoked the use of the following 26 selected NWP 14 is used in conjunction with residential, commercial, or industrial developments the 0.1 acre limit would also apply.

these SAMP watersheds: 03, 07, 12, 13, 14, 16, 17, 18, 19, 21, 25, 27, 29, 31, 33, 39, 40, 41, 42, 43, 44, 46, 49, and 50. Consequently, these NWP's are no longer available in those watersheds to authorize impacts to waters of the United States from discharges of dredged or fill material under the Corps' Clean Water Act section 404 authority.

9. Any requests to waive the 300 linear foot limitation for intermittent and ephemeral streams for NWP's 29, 39, 40 and 42, 43, 44, 51 and 52 or to waive the 500 linear foot limitation along the bank for NWP 13, must include the following:
  - a. A narrative description of the stream. This should include known information on: volume and duration of flow; the approximate length, width, and depth of the waterbody and characters observed associated with an Ordinary High Water Mark (e.g. bed and bank, wrack line, or scour marks); a description of the adjacent vegetation community and a statement regarding the wetland status of the associated vegetation community (i.e. wetland, non-wetland); surrounding land use; water quality; issues related to cumulative impacts in the watershed, and; any other relevant information.
  - b. An analysis of the proposed impacts to the waterbody in accordance with General Condition 31 and Regional Condition 3;
  - c. Measures taken to avoid and minimize losses, including other methods of constructing the proposed project; and
  - d. A compensatory mitigation plan describing how the unavoidable losses are proposed to be compensated, in accordance with 33 CFR Part 332.
  
10. The permittee shall complete the construction of any compensatory mitigation required by special condition(s) of the NWP verification before or concurrent with commencement of construction of the authorized activity, except when specifically determined to be impracticable by the Corps. When mitigation involves use of a mitigation bank or in-lieu fee program, the permittee shall submit proof of payment to the Corps prior to commencement of construction of the authorized activity.

**Further information:**

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:
  - Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).
  - Section 404 of the Clean Water Act (33 U.S.C. 1344).
  - Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).
  
2. Limits of this authorization.
  - a. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.
  - b. This permit does not grant any property rights or exclusive privileges.
  - c. This permit does not authorize any injury to the property or rights of others.
  - d. This permit does not authorize interference with any existing or proposed Federal project.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:
  - a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
  - b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
  - c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
  - d. Design or construction deficiencies associated with the permitted work.
  - e. Damage claims associated with any future modification, suspension, or revocation of this permit.
4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.
5. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:
  - a. You fail to comply with the terms and conditions of this permit.
  - b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).
  - c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.
  - d. Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 330.5 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measure ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.
6. This letter of verification is valid for a period not to exceed two years unless the nationwide permit is modified, reissued, revoked, or expires before that time.
7. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition H below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

8. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished with the terms and conditions of your permit.



California Natural Resources Agency  
DEPARTMENT OF FISH AND GAME  
Inland Deserts Region  
3602 Inland Empire Blvd., Suite C-220  
Ontario, CA 91764  
(909) 484-0459  
[www.dfg.ca.gov](http://www.dfg.ca.gov)

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



April 27, 2017

John Sherwood  
Arantine Hills Holdings, LP  
85 Enterprise, Suite 450  
Aliso Viejo, CA 92656

Dear Mr. Sherwood

**Amendment of Lake or Streambed Alteration Agreement, Notification No. 1600-2015-0055-R6**

The California Department of Fish and Wildlife (CDFW) have received your request to amend Lake or Streambed Alteration Agreement 1600-2011-0245-R6 (Agreement) and the required fee in the amount \$421 for minor amendment. Your request to amend the Agreement includes changes to the project description, project impacts, compensatory measures, and exhibits.

CDFW hereby agrees to amend the agreement (amendments in **bold below**). All conditions in the Agreement remain in effect.

Project Description

Bedford Canyon Wash will be impacted to facilitate the widening of the channel and construction of armored side slopes/stream banks, buried grade control structures, a debris basin, and a road crossing. The entirety of the existing Bedford Canyon Wash within the Project boundary (~~9.41 acres~~) (**12.46 acres**) will be impacted during implementation of the above activities. Riverside County Flood Control District (RCFCD) will be granted limited access to Bedford Canyon Wash to facilitate ongoing repair and maintenance activities (see Exhibits 2). RCFCD activities and access will be authorized in a separate Agreement.

- Channel Widening- The existing 13.13-acre wash (average channel width of 90 feet) will be expanded to ~~27.93~~ **23.15** acres, with an average channel bottom width of 158 feet and average top-of-bank width of 200 feet, including the armored stream banks, access ramps, and buried grade control structures. The expanded Bedford Canyon Wash will be setback approximately 20 feet from the existing bluff along the southern slope of the wash, for the length of the channel (setback area **and access road** will total ~~2.48~~ **4.84** acres). The setback area will be accessed only as necessary to perform repairs to the southern stream bank.

- Stream Banks – The stream banks will be constructed using ~~a combination of ungrouted riprap and soil cement at a 1.5:1 (horizontal: vertical) slope.~~ Soil will be placed on top of the ungrouted rip rap to create planting pockets for vegetation establishment. ~~The banks will be covered with a minimum of 18 inches clean fill or native stream material (soil) and contoured to a finished slope varying from 2:1 to 4:1 (horizontal: vertical). With a 2:1 soil contour, approximately 6.5 feet of soil will cover the soil cement at the toe of slope. Pockets of buried riprap (groins) will be constructed every 400 feet along the length of the wash to provide lateral soil stability.~~ The constructed stream banks will total ~~7.10~~ **6.44** acres of the total ~~27.93~~ **23.15** -acre wash.
- Grade Control Structures –Buried grade control structures will be constructed at seven locations along Bedford Canyon Wash: two at the upstream edge of the property boundary, underneath the proposed bridge crossing, at the confluences of Tributary A and Tributary B, and at the downstream edge of the property boundary. The grade control structures will be created using ½-ton riprap, grouted at the base, surrounded by a 1-foot thick concrete curb cutoff wall on the upstream and downstream sides of the structure. Each grade control structure will be 50 feet wide (measured along the length of the channel), and covered with a minimum of 18 inches of soil. The footprint of the seven grade control structures will total no more than ~~4.63~~ **0.92** acres of the ~~27.93~~ **23.15**-acre wash.
- Access Ramps – A total of seven 15-foot wide concrete access ramps (designed at a 5:1 slope) will be constructed along the northern slope of the channel to allow RCFCD vehicles access to the bank protection and grade control structures. Two of the seven ramps (the furthest upstream and furthest downstream) will continue to the ~~20-foot~~ setback area on the southern side of the channel. The seven access ramps will total ~~0.24~~ **0.39** acre.
- Debris Catchment Basin - A ~~3.65~~ **4.05** -acre soft-bottom debris basin will be constructed adjacent to Bedford Canyon Wash at the upstream edge of the project boundary. A grouted riprap apron will line the upstream edge of the basin to protect from scour associated with flows entering the basin ~~and a saw-tooth weir spillway will be constructed at the downstream edge of the basin to retain large debris. The 2-foot high saw-tooth weir will be constructed with a 1.5-foot wide opening every 4.5 feet along the length of the spillway. The 1.5-foot wide weir openings will be at the same elevation as the basin bottom (1093 msl) allowing all stream flows and debris less than 1.5 feet in diameter to pass through the basin without interruption. The remaining unarmored basin walls will be constructed at a 3:1 slope and seeded with local, native species.~~
- ~~Read Bridge Crossing – One 78-foot wide road crossing, consisting of two travel lanes and one emergency lane, will be constructed over Bedford~~



~~Canyon Wash. The crossing will consist of either two approximately 75-foot wide arch culverts, or three approximately 65-foot wide arch culverts. The height of the culverts, related to the proposed natural, soft bottom channel invert, will be approximately 20 feet. A total of 0.20 acres will be impacted. A 170-foot-wide single span bridge will be constructed across Bedford Canyon Wash. A buried rip-rap grading control structure will be placed underneath the bridge structure to prevent scour. The wash invert (63 feet wide) and maintenance access road (19 feet wide) pass underneath the bridge crossing. Slopes at 2:1 gradient transition up to the bridge abutments.~~

- ~~o In-stream Contouring—To maintain velocity and sediment transport, the lower/downstream half of Bedford Canyon Wash will be contoured to include a meandering low-flow/terraced channel within the widened invert. The meandering low-flow channel will be 3-foot deep and 50-foot wide with 3:1 (horizontal:vertical) graded side slopes.~~

#### Project Impacts

The construction of the project will impact a total of ~~9.94~~ **12.46** acres of streambed and associated habitat as a result of the Project. If any additional impacts to riparian habitat and/or streambed are anticipated, Permittee shall submit an application for an amendment to this Agreement for authorization of those impacts.

#### Compensatory Measures

*3.1 Habitat Re-Establishment, Monitoring, and Maintenance.* Permittee shall expand Bedford Canyon Wash from ~~9.41~~ **12.46** acres to ~~27.93~~ **23.15** acres, as described within the Project Description section of this Agreement. Following the expansion of Bedford Canyon Wash, Permittee shall ensure the successful re-establishment of the newly created ~~27.93~~ **23.15** -acre Bedford Canyon Wash (Mitigation Area).  
through...

*3.3 Preservation of Mitigation Area.* Permittee shall place a conservation easement over the ~~27.93~~ **23.15** -acre expanded Bedford Canyon Wash Mitigation Area to protect fish and wildlife resources in perpetuity. The conservation easement shall be in favor of the Riverside-Corona Resource Conservation District (RCRCD), or other CDFW-approved entity, and shall be recorded within twelve (12) months following signature to this Agreement, or as extended by CDFW...

John Sherwood – Arantine Hills, LLC  
April 27, 2017  
Page 4 of 4

Exhibits

- A. Jurisdictional Impacts for Individual Projects – Waters of the State SAA Notification No. 1600- 2015-0055-R6 Amendment**
- B. Maintenance Responsibilities Sheet 1**
- C. Maintenance Responsibilities Sheet 2**

Copies of the Agreement and this amendment must be readily available at project worksites and must be presented when requested by a CDFW representative or agency with inspection authority.

If you have any questions regarding this letter, please contact Kim Romich, Environmental Scientist at (909) 980-3818 or by email at [kimberly.romich@wildlife.ca.gov](mailto:kimberly.romich@wildlife.ca.gov)

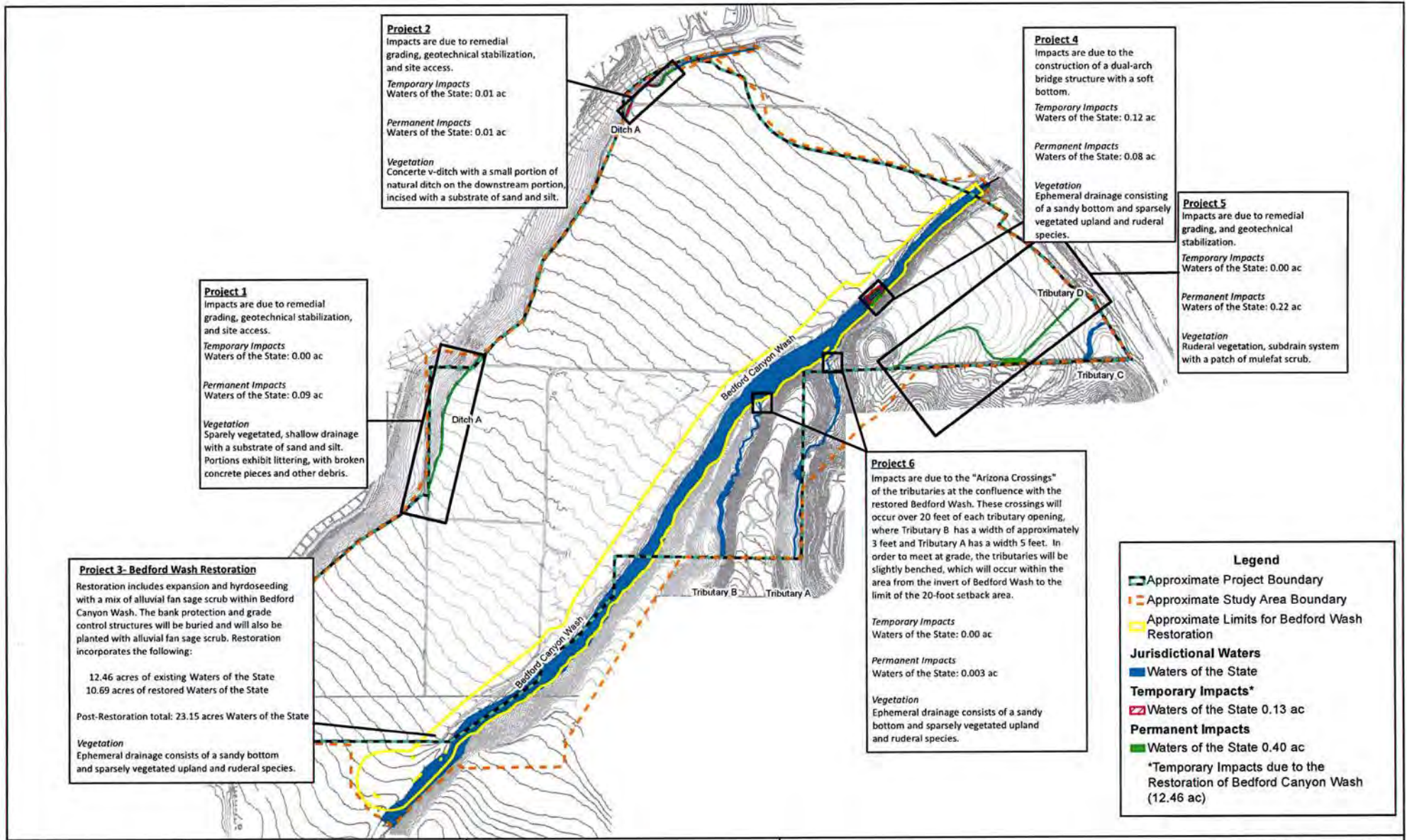
Sincerely,



Jeff Brandt  
Senior Environmental Scientist

ec: California Department of Fish and Wildlife

Kimberly Freeburn-Marquez  
Region 6  
[Kim.freeburn@wildlife.ca.gov](mailto:Kim.freeburn@wildlife.ca.gov)

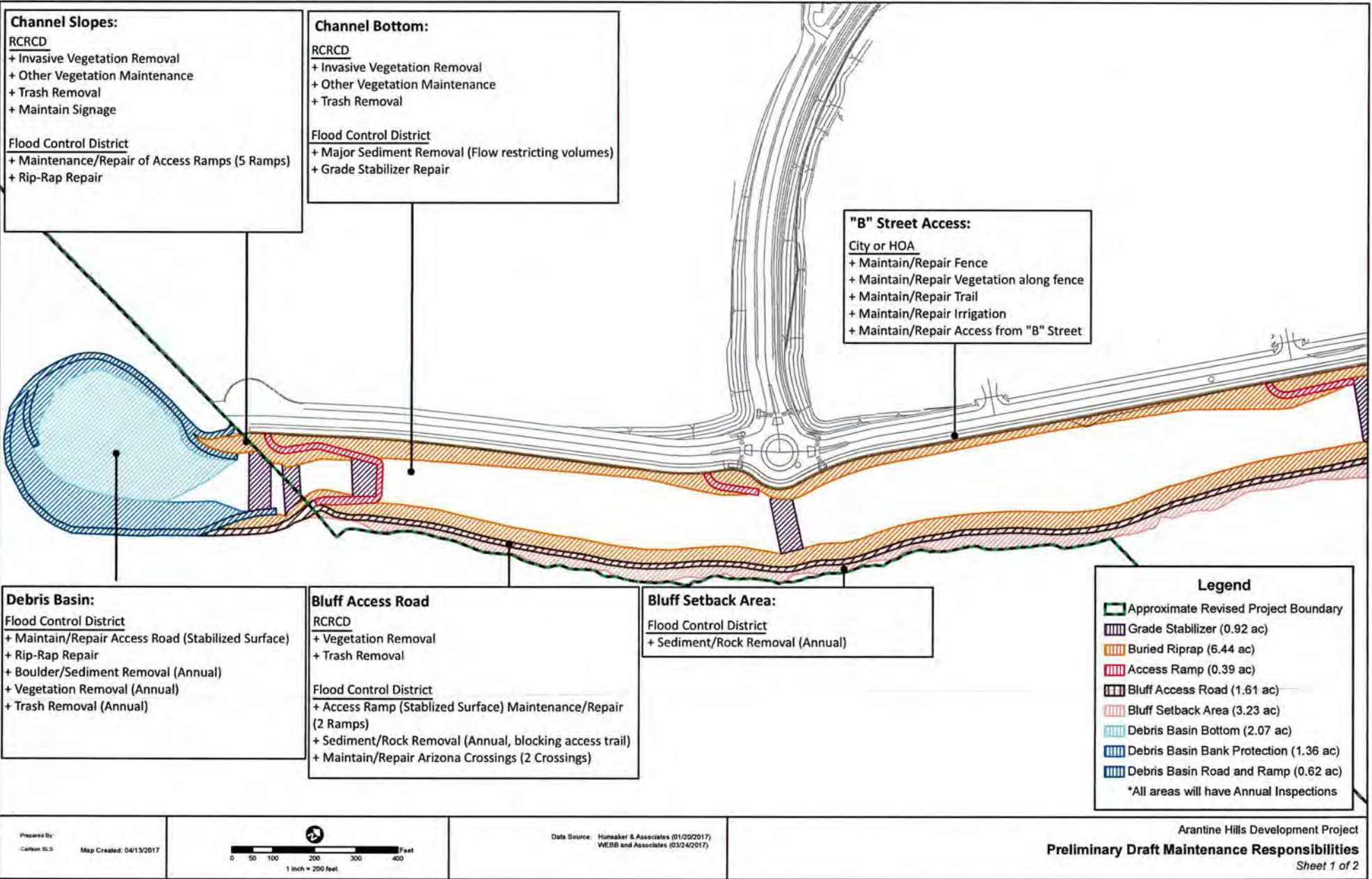


Prepared By:  
 Carlson SLB  
 Map Created: 03/01/2017



Data Source: Hunsaker & Associates (10/28/2016)  
 WEBB and Associates (03/01/2017)

Arantine Hills Development Project  
**Jurisdictional Impacts for Individual Projects- Waters of the State (Existing Conditions)**



**Channel Slopes:**

- RCRCD
- + Invasive Vegetation Removal
  - + Other Vegetation Maintenance
  - + Trash Removal
  - + Maintain Signage

Flood Control District

- + Maintenance/Repair of Access Ramps (5 Ramps)
- + Rip-Rap Repair

**Channel Bottom:**

- RCRCD
- + Invasive Vegetation Removal
  - + Other Vegetation Maintenance
  - + Trash Removal

Flood Control District

- + Major Sediment Removal (Flow restricting volumes)
- + Grade Stabilizer Repair

**"B" Street Access:**

City or HOA

- + Maintain/Repair Fence
- + Maintain/Repair Vegetation along fence
- + Maintain/Repair Trail
- + Maintain/Repair Irrigation
- + Maintain/Repair Access from "B" Street

**Debris Basin:**

Flood Control District

- + Maintain/Repair Access Road (Stabilized Surface)
- + Rip-Rap Repair
- + Boulder/Sediment Removal (Annual)
- + Vegetation Removal (Annual)
- + Trash Removal (Annual)

**Bluff Access Road**

RCRCD

- + Vegetation Removal
- + Trash Removal

Flood Control District

- + Access Ramp (Stabilized Surface) Maintenance/Repair (2 Ramps)
- + Sediment/Rock Removal (Annual, blocking access trail)
- + Maintain/Repair Arizona Crossings (2 Crossings)

**Bluff Setback Area:**

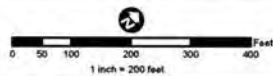
Flood Control District

- + Sediment/Rock Removal (Annual)

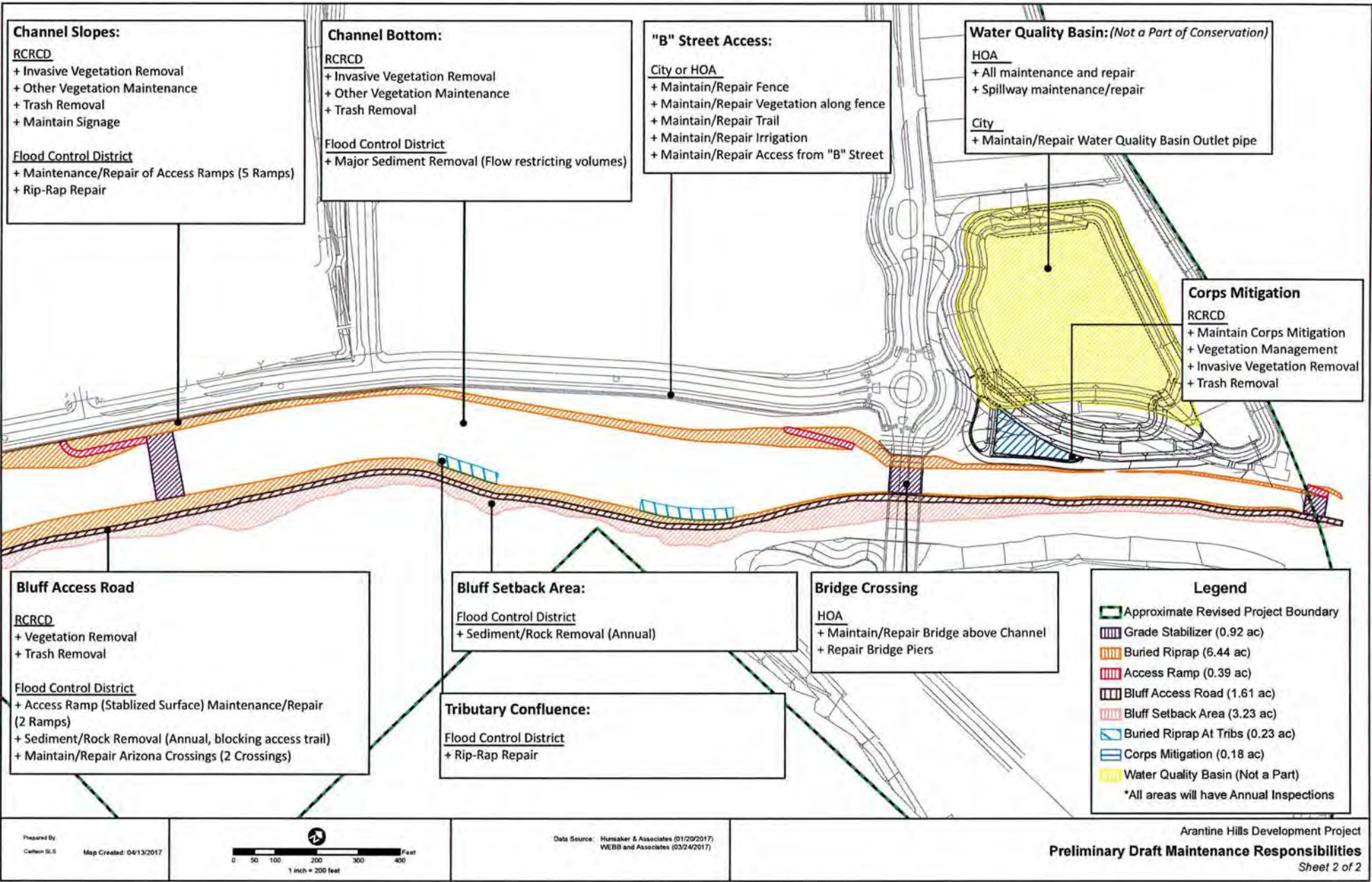
**Legend**

- Approximate Revised Project Boundary
- Grade Stabilizer (0.92 ac)
- Buried Riprap (6.44 ac)
- Access Ramp (0.39 ac)
- Bluff Access Road (1.61 ac)
- Bluff Setback Area (3.23 ac)
- Debris Basin Bottom (2.07 ac)
- Debris Basin Bank Protection (1.36 ac)
- Debris Basin Road and Ramp (0.62 ac)
- \*All areas will have Annual Inspections

Prepared By: Carlton SLS  
Map Created: 04/13/2017



Data Source: Hunsaker & Associates (01/20/2017)  
WEBB and Associates (03/24/2017)



**Channel Slopes:**

RCRCD

- + Invasive Vegetation Removal
- + Other Vegetation Maintenance
- + Trash Removal
- + Maintain Signage

Flood Control District

- + Maintenance/Repair of Access Ramps (5 Ramps)
- + Rip-Rap Repair

**Channel Bottom:**

RCRCD

- + Invasive Vegetation Removal
- + Other Vegetation Maintenance
- + Trash Removal

Flood Control District

- + Major Sediment Removal (Flow restricting volumes)

**"B" Street Access:**

City or HOA

- + Maintain/Repair Fence
- + Maintain/Repair Vegetation along fence
- + Maintain/Repair Trail
- + Maintain/Repair Irrigation
- + Maintain/Repair Access from "B" Street

**Water Quality Basin: (Not a Part of Conservation)**

HOA

- + All maintenance and repair
- + Spillway maintenance/repair

City

- + Maintain/Repair Water Quality Basin Outlet pipe

**Corps Mitigation**

RCRCD

- + Maintain Corps Mitigation
- + Vegetation Management
- + Invasive Vegetation Removal
- + Trash Removal

**Bluff Access Road**

RCRCD

- + Vegetation Removal
- + Trash Removal

Flood Control District

- + Access Ramp (Stablized Surface) Maintenance/Repair (2 Ramps)
- + Sediment/Rock Removal (Annual, blocking access trail)
- + Maintain/Repair Arizona Crossings (2 Crossings)

**Bluff Setback Area:**

Flood Control District

- + Sediment/Rock Removal (Annual)

**Bridge Crossing**

HOA

- + Maintain/Repair Bridge above Channel
- + Repair Bridge Piers

**Tributary Confluence:**

Flood Control District

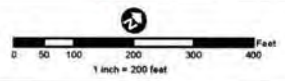
- + Rip-Rap Repair

**Legend**

- Approximate Revised Project Boundary
- Grade Stabilizer (0.92 ac)
- Buried Riprap (6.44 ac)
- Access Ramp (0.39 ac)
- Bluff Access Road (1.61 ac)
- Bluff Setback Area (3.23 ac)
- Buried Riprap At Tribs (0.23 ac)
- Corps Mitigation (0.18 ac)
- Water Quality Basin (Not a Part)

\*All areas will have Annual Inspections

Prepared By  
Cathryn SLS  
Map Created: 04/13/2017



Data Source: Hurnsaker & Associates (01/20/2017)  
WEBB and Associates (03/24/2017)

# CARLSON STRATEGIC LAND SOLUTIONS, INC.

## Memorandum

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Date: April 13, 2017  
To: Jim Thiede, U.S. Fish and Wildlife Service  
From: Peter Carlson, Carlson Strategic Land Solutions  
Subject: Arantine Hills – Bedford Wash, DBESP Update

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On August 12, 2016 the USFWS issued a Biological Opinion, which determined MSHCP consistency and approved the DBESP. The BO file name is, Arantine Hills MSHCP/DBESP FWS-WRIV-15B0271-16F0852. Since the issuance of the BO, final engineering has taken place, resulting in revisions to the original design. On behalf of The New Home Company, this memorandum provides an update to the original DBESP, including a summary of the revisions to the original design of the widened and restored Bedford Canyon Wash (Bedford Wash) found on the Arantine Hills Project Site (Project).

One minor correction is the entity name has been revised from *The New Home Company* to *Arantine Hills Holdings, LP*, the address and point of contact remains the same.

The revisions to the original design described below are a result of the Final Hydraulic Analysis, Sediment Transport Study, and acquisition of additional Property, which previously created a pinch point in the restored Wash. These revisions are also being coordinated directly with CDFW, RWQCB, and the Corps to amend the regulatory permits as necessary.

Table 1 and Figure 1 provide the original and revised limits of the Restored and Widened Bedford Canyon Wash. Key revisions to the original design features include:

- **Acquisition of property within Bedford Canyon Wash.** Arantine Hills Holdings, LP entered into an agreement to purchase 2.40 acres of offsite property within Bedford Canyon Wash. The offsite parcel, located in the upstream portion of Bedford Canyon Wash adjacent to the Arantine Hills Project boundary created a pinch point in the widening of Bedford Canyon Wash because it was previously under separate ownership. With the purchase of the offsite property, the “pinch point” within the Wash is eliminated, facilitating conveyance of storm flows, and expanding the width of the Wash in that area, and thus the area being conserved. No new development area has been added by this purchase.
- **Slope Protection.** The original design included buried soil cement as bank protection. The revised design replaces the buried soil cement with riprap covered with soil along the length of the Wash. As part of the design change from soil cement to rip rap, the riprap groins will no longer be necessary and are eliminated from the revised design. This change reduces the amount of buried structures and the potential for on-going maintenance.
- **Removal of the Low Flow Meander.** To facilitate sediment transport, an approximately 50-foot-wide, 3-foot-deep low flow meander was originally planned in the downstream portion of Bedford

Canyon Wash. The low flow meander could be susceptible to damage during large storm events and subject to potential recurring maintenance. To eliminate potential recurring maintenance, the low flow meander has been eliminated from the Project design and the entire width of the streambed has been lowered by approximately 3 feet to the bottom elevation of the low flow meander (eliminates a bench design).

- » As part of the removal of the low flow meander, the restored Wash, at approximately the same area as the low flow meander location, will be narrowed to approximately 63-foot toe-of-slope to toe-of-slope to reduce sediment deposition and potential downstream scour.
- **Widen Bluff Setback.** The restored Bedford Canyon Wash was originally designed with a variable setback from the bluff, with a minimum setback of 20 feet, including a 12-foot-wide maintenance access road. In certain locations, the adjoining bluff becomes near vertical and has the potential to slough rock and dirt during storm events, which could block the access road. In locations where the setback is only 20 feet and the bluff is vertical, the geotechnical engineer has recommended a setback increase up to 12 feet, which would provide adequate space to capture the sloughed material. In these locations, minor design revisions will slightly narrow the restored Wash, providing greater setback from the bluff.
- **Eliminate Potential Erosional Eddy Features.** The current design has several places where the meandering design of the banks of the Wash could create erosional eddies. In those locations, the banks of the Wash will be slightly extended to eliminate the potential eddy condition. No loss of conservation area would occur.
- **Redesign Access Ramps.** The Riverside County Flood Control and Water Conservation District (RCFC&WCD) provided comments on the design of the restored Wash that certain locations had insufficient turning radii for equipment on the access ramps. Therefore, the access ramps have been redesigned to meet RCFC&WCD design parameters.
- **Redesign Bridge Crossing.** The original bridge crossing was designed as a dual arch structure with a center pier. Each arch opening measured approximately 75 feet and the center pier measured approximately 10 feet wide. The revised design replaces the dual arch design with a single span bridge, eliminating the need for a center pier. The center pier associated with the dual arch design may have obstructed sediment transport and could have been susceptible to damage from rock and debris flows during storm events. The revised design proposes a 170-foot-wide single span bridge with an abutment at each end. Additionally, a rip-rap grade control structure previously located just upstream of the bridge has been relocated underneath the bridge, which eliminates a structure in an area with a higher probability of growing AFSS vegetation.
- **Redesign of Debris Basin.** The upstream debris basin was revised to include an additional access ramp and access road to the south of the basin for maintenance purposes. Additionally, the saw-tooth weir was removed from the debris basin design because the basin was designed to sufficiently capture boulders without the need of the weir. The basin now consists of a shallow depression to allow boulders to settle, with no levy, berm, or weir that could capture sediment.

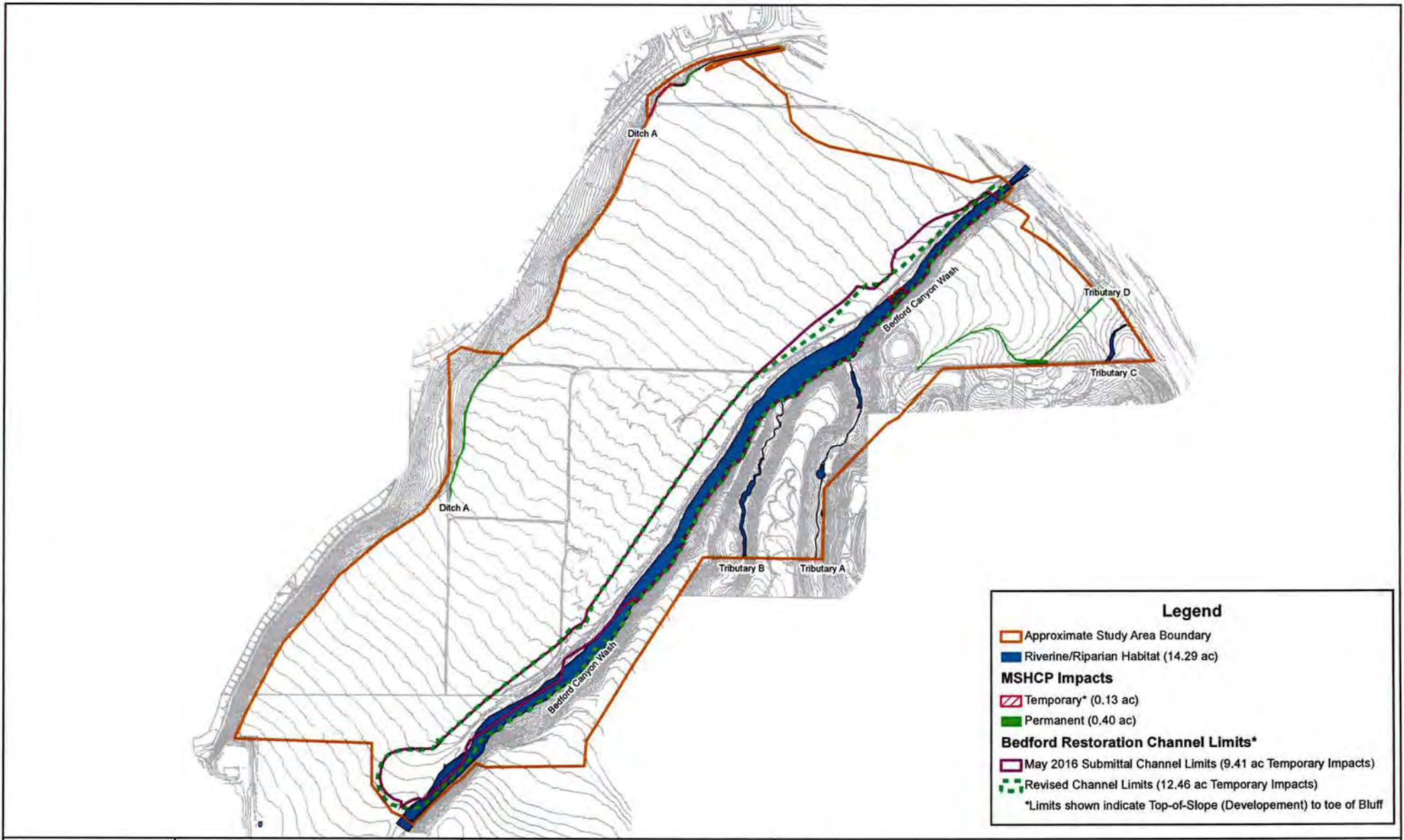
The key revisions described above contributed to the overall changes in acreages as shown below. These design revisions result in a net positive increase in conservation area in the restored natural bottom Wash.

**Table 1: Revisions of Acreages**

<b>Feature</b>	<b>Original May 2016 Submittal (acres)</b>	<b>Revised Design (3-24-17) (acres)</b>
Natural Bottom Wash	14.13	16.04
Low Flow Meander	2.79	-
Grade Control Structures	1.63	0.92
Buried Bank Protection	7.10	6.44
Access Ramps	0.21	0.39
Bluff Access Road	2.48	1.61
Bluff Setback Area <sup>1</sup>	-	3.23
<b>Debris Basin:</b>	<b>3.65</b>	<b>4.05</b>
<i>Debris Basin bottom (boulder/sediment removal)</i>	1.95	2.07
<i>Repair of Debris Basin Bank Protection</i>	1.69	1.36
<i>Debris Basin Access Road and Ramp</i>	-	0.62
<sup>1</sup> Consist of native soil graded flat.		

Please contact me at [pcarlson@carlsonsls.com](mailto:pcarlson@carlsonsls.com) or 949.289.3625 if you have any questions or comments.





Prepared By:  
Carlton SLS  
Map Created: 04/04/2017



Data Source: Humaker & Associates (01/20/2017)  
WEBB and Associates (05/27/2016)  
WEBB and Associates (03/24/2017)

Arantine Hills Development Project  
**Riverine/Riparian Habitat Comparison Map**

# CARLSON STRATEGIC LAND SOLUTIONS, INC.

## Memorandum

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Date: April 17, 2017

To: Jason Bill, Regional Water Quality Control Board

From: Peter Carlson, Carlson Strategic Land Solutions 

Subject: SARWQCB Project No. 332014-24: Arantine Hills Widened and Restored Bedford Canyon Wash

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Since issuance of the SARWQCB Project No. 332014-24 Section 401 Water Quality Certification, several updates to project details have been made. On behalf of The New Home Company, this memorandum provides a summary of the design updates to the widened and restored Bedford Canyon Wash (Bedford Wash) found on the Arantine Hills Project Site (Project).

It is our opinion these design updates are consistent with the 401 Water Quality Certification issued for the Project. The additional area added to the restoration is within the reach of Bedford Wash covered by the Certification, which was included within the Study Area of the Supplemental EIR, and is consistent with the restoration plan for Bedford Wash and the identified beneficial uses. The additional design revisions are all minor revisions that reduce impacts. Since these design changes are within the umbrella of the Certification, it is our opinion that this memo provides a sufficient project update and a formal amendment to the Certification is not necessary.

Table 1 provides the original and revised acreages of the Restored and Widened Bedford Canyon Wash. Key revisions to the original design features include:

- **Acquisition of property within Bedford Canyon Wash.** Arantine Hills Holdings, LP entered into an agreement to purchase 2.40 acres of offsite property within Bedford Canyon Wash. The offsite parcel, located in the upstream portion of Bedford Canyon Wash adjacent to the Arantine Hills Project boundary and within the reach of Bedford Wash covered by the Certification, created a pinch point in the widening of Bedford Canyon Wash because it was previously under separate ownership. With the purchase of the offsite property, the "pinch point" within the Wash is eliminated, facilitating conveyance of storm flows, and expanding the width of the Wash in that area, and thus the area being conserved. No new development area has been added by this purchase.
- **Slope Protection.** The original design included buried soil cement as bank protection. The revised design replaces the buried soil cement with riprap covered with soil along the length of the Wash. As part of the design change from soil cement to rip rap, the riprap groins will no longer be necessary and are eliminated from the revised design. This change reduces the amount of buried structures and the potential for on-going maintenance.

- **Removal of the Low Flow Meander.** To facilitate sediment transport, an approximately 50-foot-wide, 3-foot-deep low flow meander was originally planned in the downstream portion of Bedford Canyon Wash. The low flow meander could be susceptible to damage during large storm events and subject to potential recurring maintenance. To eliminate potential recurring maintenance, the low flow meander has been eliminated from the Project design and the entire width of the streambed has been lowered by approximately 3 feet to the bottom elevation of the low flow meander (eliminates a bench design).
  - » As part of the removal of the low flow meander, the restored Wash, at approximately the same area as the low flow meander location, will be narrowed to approximately 63-foot toe-of-slope to toe-of-slope to reduce sediment deposition and potential downstream scour.
- **Widen Bluff Setback.** The restored Bedford Canyon Wash was originally designed with a variable setback from the bluff, with a minimum setback of 20 feet, including a 12-foot-wide maintenance access road. In certain locations, the adjoining bluff becomes near vertical and has the potential to slough rock and dirt during storm events, which could block the access road. In locations where the setback is only 20 feet and the bluff is vertical, the geotechnical engineer has recommended a setback increase up to 12 feet, which would provide adequate space to capture the sloughed material. In these locations, minor design revisions will slightly narrow the restored Wash, providing greater setback from the bluff.
- **Eliminate Potential Erosional Eddy Features.** The current design has several places where the meandering design of the banks of the Wash could create erosional eddies. In those locations, the banks of the Wash will be slightly extended to eliminate the potential eddy condition. No loss of conservation area would occur.
- **Redesign Access Ramps.** The Riverside County Flood Control and Water Conservation District (RCFC&WCD) provided comments on the design of the restored Wash that certain locations had insufficient turning radii for equipment on the access ramps. Therefore, the access ramps have been redesigned to meet RCFC&WCD design parameters.
- **Redesign Bridge Crossing.** The original bridge crossing was designed as a dual arch structure with a center pier. Each arch opening measured approximately 75 feet and the center pier measured approximately 10 feet wide. The revised design replaces the dual arch design with a single span bridge, eliminating the need for a center pier. The center pier associated with the dual arch design may have obstructed sediment transport and could have been susceptible to damage from rock and debris flows during storm events. The revised design proposes a 170-foot-wide single span bridge with an abutment at each end. Additionally, a rip-rap grade control structure previously located just upstream of the bridge has been relocated underneath the bridge, which eliminates a structure in an area with a higher probability of growing AFSS vegetation.
- **Redesign of Debris Basin.** The upstream debris basin was revised to include an additional access ramp and access road to the south of the basin for maintenance purposes. Additionally, the saw-tooth weir was removed from the debris basin design because the basin was designed to sufficiently capture boulders without the need of the weir. The basin now consists of a shallow depression to allow boulders to settle, with no levy, berm, or weir that could capture sediment.
- **Name change.** One minor correction is the entity name has been revised from *The New Home Company* to *Arantine Hills Holdings, LP*, the address and point of contact remains the same.

The key revisions described above contributed to the overall changes in acreages as shown below. These design revisions result in a net positive increase in conservation area in the restored natural bottom Wash.

**Table 1: Revisions of Acreages**

<b>Feature</b>	<b>Original May 2016 Submittal (LTMP) (acres)</b>	<b>Revised Design (acres)</b>
Natural Bottom Wash	14.13	16.04
Low Flow Meander	2.79	-
Grade Control Structures	1.63	0.92
Buried Bank Protection	7.10	6.44
Access Ramps	0.21	0.39
Bluff Access Road	2.48	1.61
Bluff Setback Area <sup>1</sup>	-	3.23
<b>Debris Basin:</b>	<b>3.65</b>	<b>4.05</b>
<i>Debris Basin bottom (boulder/sediment removal)</i>	1.95	2.07
<i>Repair of Debris Basin Bank Protection</i>	1.69	1.36
<i>Debris Basin Access Road and Ramp</i>	-	0.62
<sup>1</sup> Consist of native soil graded flat.		

Please contact me at pcarlson@carlsonsls.com or 949.289.3625 if you have any questions or comments.

d:\\_carlson sls\_projects\the new home company\arantine hills\regulatory\rwqcb\401 amendment\2017-04-14\_restored area modifications-rwqcb\_clean.docx



**DEPARTMENT OF THE ARMY**  
**LOS ANGELES DISTRICT, U.S. ARMY CORPS OF ENGINEERS**  
**915 WILSHIRE BOULEVARD, SUITE 930**  
**LOS ANGELES, CALIFORNIA 90017**

November 29, 2017

John Sherwood  
The New Home Company  
85 Enterprise, Suite 450  
Aliso Viejo, CA 92656

**DEPARTMENT OF THE ARMY NATIONWIDE PERMIT VERIFICATION**

Dear Mr. Sherwood:

I am responding to your request (Corps File No. SPL-2015-00361-ERS) for a Department of the Army permit for the proposed Arantine Hills Development Project. The proposed project is located in Bedford Canyon Wash within the city of Corona, Riverside County, California at approximately 33.814317, -117.520272 (Exhibits 1 and 2). The proposed project is located in the Bedford Canyon area of the Santa Ana Mountain foothills in the southeastern portion of the city of Corona.

Because this project would result in a discharge of dredged and/or fill material into waters of the United States a Department of the Army permit is required pursuant to section 404 of the Clean Water Act (33 U.S.C. §1344).

I have determined construction of your proposed project, if constructed as described in your application, would comply with Nationwide Permit (NWP) No. 14 (Linear Transportation Projects) and NWP 27 (Aquatic Habitat Restoration, Enhancement, and Establishment Activities). Specifically, and as shown in the enclosed figures, you are authorized to conduct the following regulated activities:

1. Permanently impact 0.10 acre and temporarily impact 0.01 acre of non-wetland waters of the U.S. as a result of discharging fill material into Ditch A (Exhibit 3) for the purpose of stabilizing a road constructed upslope as part of the development.
2. Temporarily impact 0.12 acre of non-wetland waters of the U.S. as result of activities associated with the construction of a single span road bridge across Bedford Canyon Wash (Exhibit 3).
3. Permanently impact 0.12 acre of non-wetland waters of the U.S. as a result of constructing access paths across Bedford Canyon Wash consisting of grouted riprap placed at the existing invert elevation of Bedford Canyon Wash (Exhibit 3).
4. Temporarily impact approximately 9.47 acres (6,000 linear feet) of non-wetland waters of the U.S. by widening and redistributing soil in Bedford Canyon Wash so that the restored wash occupies a total of 16.90 acres of jurisdictional waters (Exhibit 4). UngROUTED riprap would be placed at least 18 inches below the surface of the banks along the entire length

of the restored wash (outside the access path areas) and the restored banks would be planted with alluvial fan sage scrub.

For this NWP verification letter to be valid, you must comply with all of the terms and conditions stated in the enclosed copy of the NWP. Furthermore, you must comply with the following non-discretionary Special Conditions:

**Special Conditions:**

1. Within 45 calendar days of completion of authorized work in waters of the U.S., the Permittee shall submit to the Corps Regulatory Division a post-project implementation memorandum including the following information:
  - A. Date(s) work within waters of the U.S. was initiated and completed;
  - B. Summary of compliance status with each special condition of this permit (including any noncompliance that previously occurred or is currently occurring and corrective actions taken or proposed to achieve compliance);
  - C. Color photographs (including map of photopoints) taken at the project site before and after construction for those aspects directly associated with permanent impacts to waters of the U.S. such that the extent of authorized fills can be verified;
  - D. One copy of "as built" drawings for the entire project. Electronic submittal (Adobe PDF format) is preferred. All sheets must be signed, dated, and to-scale. If submitting paper copies, sheets must be no larger than 11 x 17 inches; and
  - E. Signed Certification of Compliance (attached as part of this permit package).
2. Pursuant to 36 C.F.R. section 800.13, in the event of any discoveries during construction of either human remains, archeological deposits, or any other type of historic property, the Permittee shall notify the Corps' Archeology Staff within 24 hours (Danielle Storey at 213-452-3855) or Meg McDonald at 213-452-3849). The Permittee shall immediately suspend all work in any area(s) where potential cultural resources are discovered. The Permittee shall not resume construction in the area surrounding the potential cultural resources until the Corps Regulatory Division re-authorizes project construction, per 36 C.F.R. section 800.13.
3. This Corps permit does not authorize you to take any threatened or endangered species or adversely modify its designated critical habitat, in particular the federally listed as threatened California gnatcatcher (*Polioptila californica californica*) and its designated critical habitat. In order to legally take a listed species, you must have separate authorization under the Endangered Species Act (ESA) (e.g. ESA Section 10 permit, or a Biological Opinion (BO) under ESA Section 7, with "incidental take" provisions with which you must comply). The U.S. Fish and Wildlife Service BO (Streamlined Section 7, FWS-WRIV-08B0679-15F0516; dated August 12th, 2016), extends consistency for the Arantine Hills Development Project with the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP). Your authorization under this Corps permit is conditional upon your consistency with the MSHCP, including their associated implementation agreements and permits. Your authorization for project-related incidental take through the MSHCP is contingent on project implementation being conducted in the manner described in the BO. Failure to maintain consistency with the MSHCP and their authorizations associated with incidental take of these species, where a take of a listed species

occurs, would constitute an unauthorized take, and would also constitute non-compliance with your Corps permit. The USFWS is the appropriate authority to determine if the project is being implemented consistent with the MSHCP, and their associated implementation agreements and permits, and with the ESA.

4. Prior to initiating construction in waters of the U.S., and to mitigate for permanent impacts to 0.22 acre of waters of the U.S., the Permittee shall provide documentation verifying purchase of 0.30 credit of stream enhancement from the Riverside-Corona Resource Conservation District In-Lieu Fee Program. The Permittee shall not initiate work in waters of the U.S. prior to receiving written confirmation (by letter or email) from the Corps Regulatory Division as to compliance with this special condition. The Permittee retains responsibility for providing the compensatory mitigation until the number and resource type of credits described above have been secured from the sponsors and the district engineer has received documentation that confirms that the sponsors have accepted the responsibility for providing the required compensatory mitigation. This documentation may consist of letters or forms signed by the sponsors, with the permit number and a statement indicating the number and resource type of credits that have been secured from the sponsors.

This verification is valid through **March 18, 2022**. If on March 18, 2022 you have commenced or are under contract to commence the permitted activity you will have an additional twelve (12) months to complete the activity under the present NWP terms and conditions. However, if I discover noncompliance or unauthorized activities associated with the permitted activity I may request the use of discretionary authority in accordance with procedures in 33 CFR § 330.4(e) and 33 CFR § 330.5(c) or (d) to modify, suspend, or revoke this specific verification at an earlier date. Additionally, at the national level the Chief of Engineers, any time prior to March 18, 2022, may choose to modify, suspend, or revoke the nationwide use of a NWP after following procedures set forth in 33 CFR § 330.5. It is incumbent upon you to comply with all of the terms and conditions of this NWP verification and to remain informed of any change to the NWPs.

A general permit does not grant any property rights or exclusive privileges. Also, it does not authorize any injury to the property or rights of others or authorize interference with any existing or proposed Federal project. Furthermore, it does not obviate the need to obtain other Federal, State, or local authorizations required by law.

A preliminary jurisdictional determination (JD) has been conducted to determine the extent of U.S. Army Corps of Engineers (Corps) geographic jurisdiction, upon which this NWP verification is based. A preliminary JD is advisory in nature and is a written indication that Corps geographic jurisdiction may be present on a particular site, but is not appealable. Please refer to the enclosed Request for Appeal (RFA) form for more information.

Thank you for participating in the regulatory program. If you have any questions, contact Eric Sweeney at 213-452-3002 or via email at [Eric.R.Sweeney@usace.army.mil](mailto:Eric.R.Sweeney@usace.army.mil). Please help me to evaluate and improve the regulatory experience for others by completing the customer survey form at [http://corpsmapu.usace.army.mil/cm\\_apex/f?p=regulatory\\_survey](http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey).

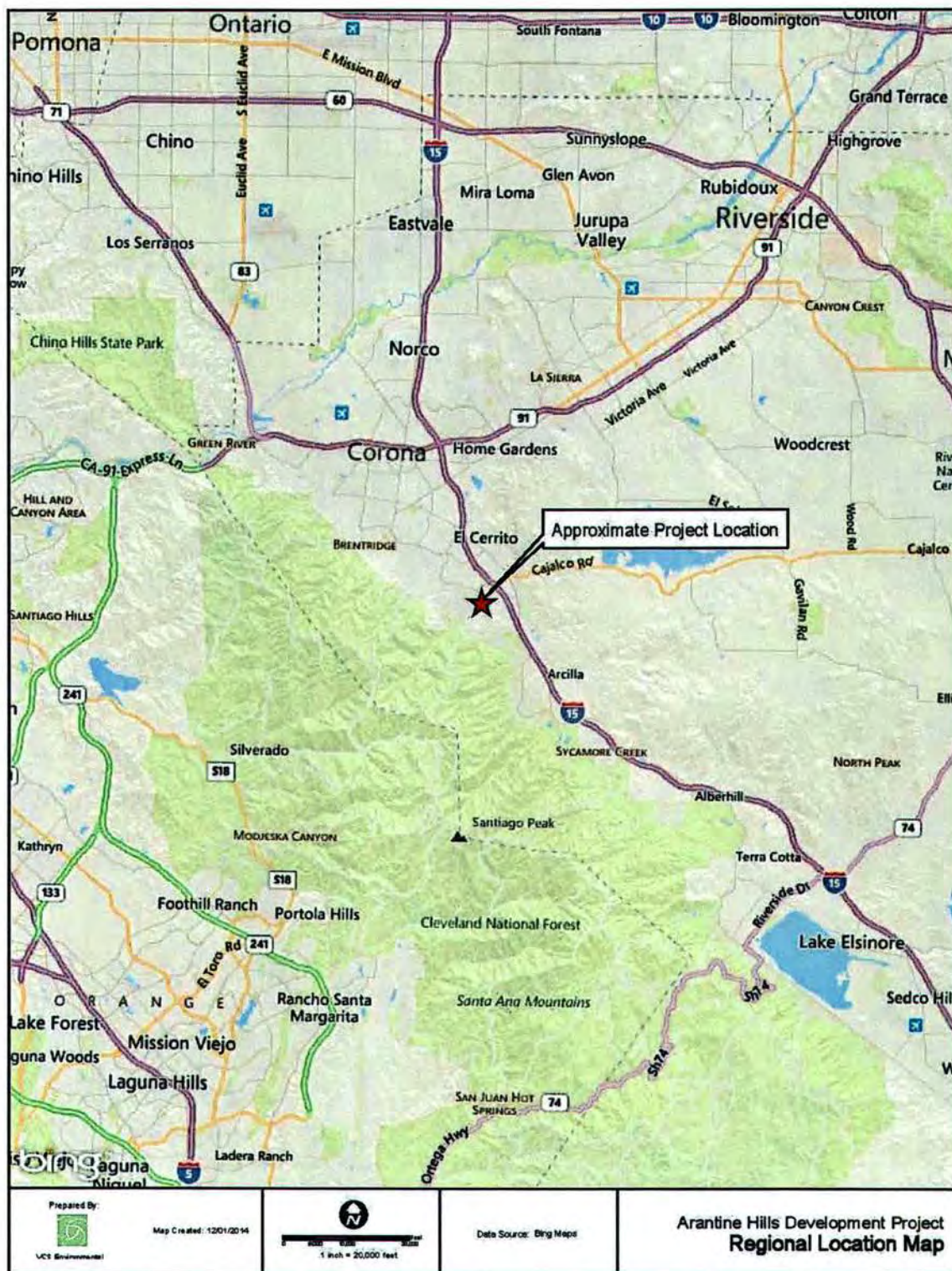
Sincerely,

James E. Mace  
Senior Project Manager  
Orange and Riverside Counties Section  
South Coast Branch  
Regulatory Division

Enclosures



# Exhibit 1:



### Exhibit 2:



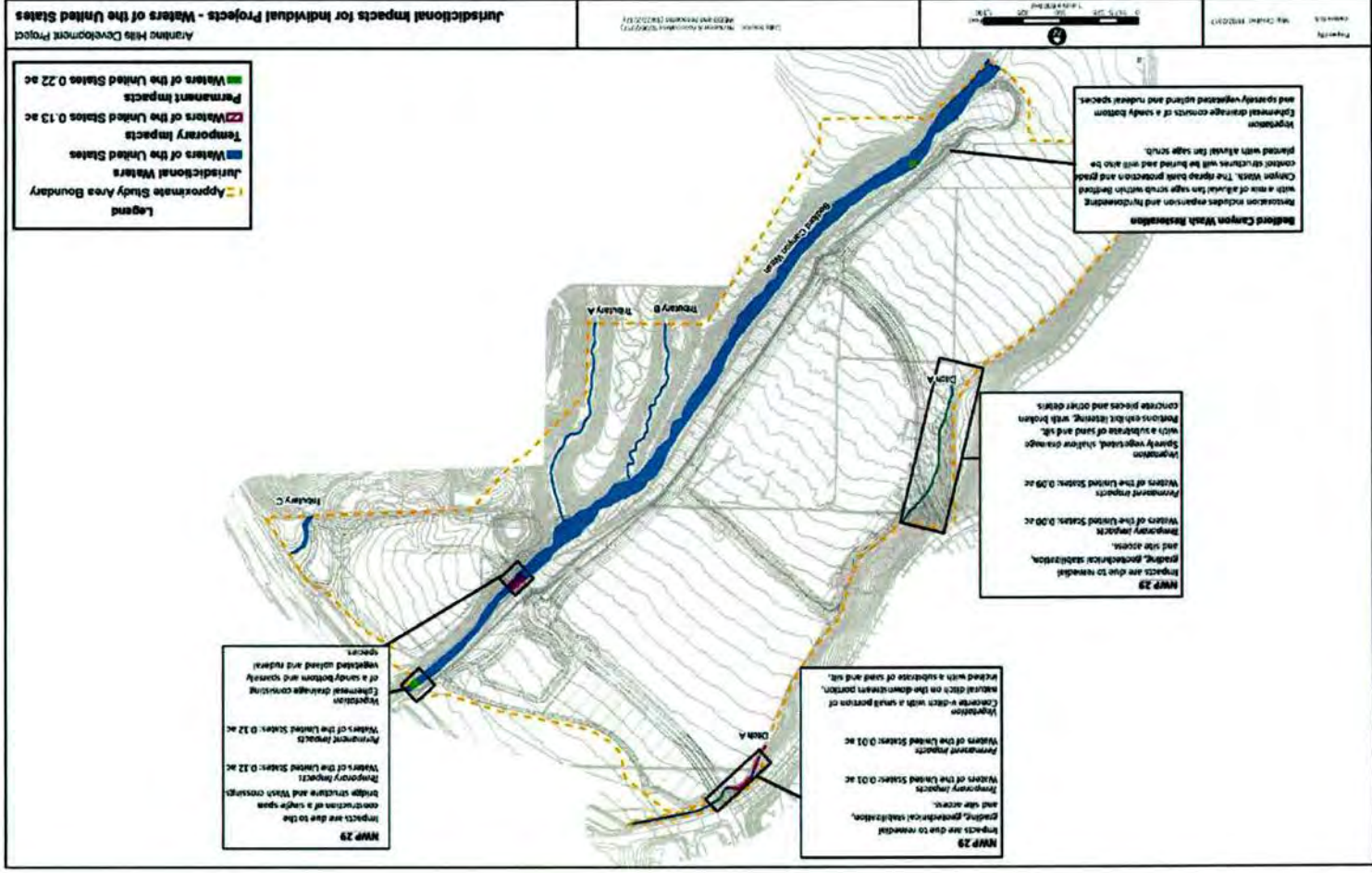


Exhibit 3:

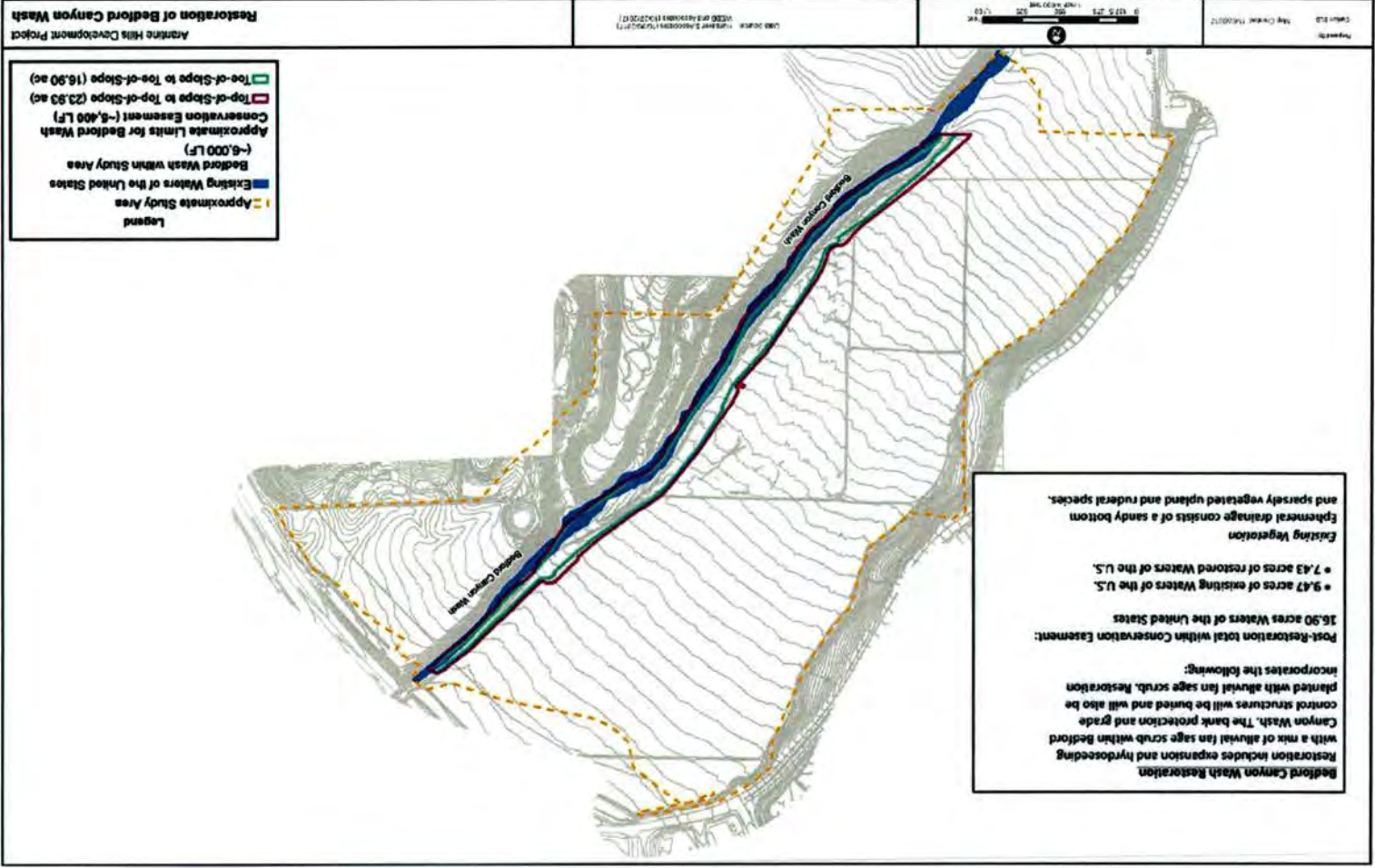


Exhibit 4:



LOS ANGELES DISTRICT  
U.S. ARMY CORPS OF ENGINEERS

**NOTIFICATION OF COMMENCEMENT OF WORK  
FOR  
DEPARTMENT OF THE ARMY PERMIT**

**Permit Number:** *SPL-2015-00361-ERS*  
**Name of Permittee:** *John Sherwood, The New Home Company*  
**Date of Issuance:** *November 29, 2017*

**Date work in waters of the U.S. will commence:** \_\_\_\_\_  
**Estimated construction period (in weeks):** \_\_\_\_\_  
**Name & phone of contractor (if any):** \_\_\_\_\_

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

I hereby certify that I, and the contractor (if applicable), have read and agree to comply with the terms and conditions of the above referenced permit.

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

At least ten (10) days prior to the commencement of the activity authorized by this permit, sign this certification and return it using any ONE of the following three (3) methods:

- (1) E-MAIL a statement including all the above information to:  
Eric.R.Sweeney@usace.army.mil
- OR
- (2) FAX this certification, after signing, to: 213-452-4196
- OR
- (3) MAIL to the following address:  
Eric Sweeney  
U.S. Army Corps of Engineers  
915 Wilshire Boulevard, Suite 930  
Los Angeles, California 90017  
ATTN: CESPL-RG-SPL-2015-00361-ERS



LOS ANGELES DISTRICT  
U.S. ARMY CORPS OF ENGINEERS

**NOTIFICATION OF COMPLETION OF WORK AND CERTIFICATION OF  
COMPLIANCE WITH DEPARTMENT OF THE ARMY PERMIT**

**Permit Number:** *SPL-2015-00361-ERS*  
**Name of Permittee:** *John Sherwood, The New Home Company*  
**Date of Issuance:** *November 29, 2017*

**Date work in waters of the U.S. completed:** \_\_\_\_\_  
**Construction period (in weeks):** \_\_\_\_\_  
**Name & phone of contractor (if any):** \_\_\_\_\_

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

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

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

Upon completion of the activity authorized by this permit, sign this certification and return it using any ONE of the following three (3) methods:

- (1) E-MAIL a statement including all the above information to:  
Eric.R.Sweeney@usace.army.mil
- OR
- (2) FAX this certification, after signing, to: 213-452-4196
- OR
- (3) MAIL to the following address:  
Eric Sweeney  
U.S. Army Corps of Engineers  
915 Wilshire Boulevard, Suite 930  
Los Angeles, California 90017  
ATTN: CESPL-RG-SPL-2015-00361-ERS

**NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND  
REQUEST FOR APPEAL**

Applicant: John Sherwood, The New Home Company	File Number: SPL-2015-00361-ERS	Date: 11/29/17
Attached is:		See Section below
<input type="checkbox"/>	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)	A
<input type="checkbox"/>	PROFFERED PERMIT (Standard Permit or Letter of permission)	B
<input type="checkbox"/>	PERMIT DENIAL	C
<input type="checkbox"/>	APPROVED JURISDICTIONAL DETERMINATION	D
<input checked="" type="checkbox"/>	PRELIMINARY JURISDICTIONAL DETERMINATION	E

**SECTION I -** The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at [http://www.usace.army.mil/cecw/pages/reg\\_materials.aspx](http://www.usace.army.mil/cecw/pages/reg_materials.aspx) or Corps regulations at 33 CFR Part 331.

**A: INITIAL PROFFERED PERMIT:** You may accept or object to the permit.

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **OBJECT:** If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

**B: PROFFERED PERMIT:** You may accept or appeal the permit

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **APPEAL:** If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

**C: PERMIT DENIAL:** You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

**D: APPROVED JURISDICTIONAL DETERMINATION:** You may accept or appeal the approved JD or provide new information.

- **ACCEPT:** You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.
- **APPEAL:** If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

**E: PRELIMINARY JURISDICTIONAL DETERMINATION:** You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.

**SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT**

**REASONS FOR APPEAL OR OBJECTIONS:** (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

**ADDITIONAL INFORMATION:** The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

**POINT OF CONTACT FOR QUESTIONS OR INFORMATION:**

If you have questions regarding this decision and/or the appeal process you may contact:

Eric Sweeney  
Project Manager  
U.S. Army Corps of Engineers  
Los Angeles District  
915 Wilshire Boulevard, Suite 930  
Los Angeles, CA 90017  
Phone: 213-452-3002  
Email: [Eric.R.Sweeney@usace.army.mil](mailto:Eric.R.Sweeney@usace.army.mil)

If you only have questions regarding the appeal process you may also contact:

Thomas J. Cavanaugh  
Administrative Appeal Review Officer,  
U.S. Army Corps of Engineers  
South Pacific Division  
1455 Market Street, 2052B  
San Francisco, California 94103-1399  
Phone: (415) 503-6574 Fax: (415) 503-6646  
Email: [thomas.j.cavanaugh@usace.army.mil](mailto:thomas.j.cavanaugh@usace.army.mil)

**RIGHT OF ENTRY:** Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15 day notice of any site investigation, and will have the opportunity to participate in all site investigations.

\_\_\_\_\_  
Signature of appellant or agent.

Date:

Telephone number:



**Enclosure 1: NATIONWIDE PERMIT 14 (Linear Transportation Projects) and NATIONWIDE PERMIT 27 (Aquatic Habitat Restoration, Enhancement, and Establishment Activities)**

**TERMS AND CONDITIONS**

**1. Nationwide Permit Terms:**

Your activity is authorized under NWP 14 (Linear Transportation Projects) and NWP 27 (Aquatic Habitat Restoration, Enhancement, and Establishment Activities) subject to the following terms:

Linear Transportation Projects: Activities required for crossings of waters of the United States associated with the construction, expansion, modification, or improvement of linear transportation projects (e.g., roads, highways, railways, trails, airport runways, and taxiways) in waters of the United States. For linear transportation projects in non-tidal waters, the discharge cannot cause the loss of greater than 1/2-acre of waters of the United States. For linear transportation projects in tidal waters, the discharge cannot cause the loss of greater than 1/3-acre of waters of the United States. Any stream channel modification, including bank stabilization, is limited to the minimum necessary to construct or protect the linear transportation project; such modifications must be in the immediate vicinity of the project.

This NWP also authorizes temporary structures, fills, and work, including the use of temporary mats, necessary to construct the linear transportation project. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

This NWP cannot be used to authorize non-linear features commonly associated with transportation projects, such as vehicle maintenance or storage buildings, parking lots, train stations, or aircraft hangars.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if: (1) the loss of waters of the United States exceeds 1/10-acre; or (2) there is a discharge in a special aquatic site, including wetlands. (See general condition 32.) (Authorities: Sections 10 and 404)

Note 1: For linear transportation projects crossing a single waterbody more than one time at separate and distant locations, or multiple waterbodies at separate and distant locations, each crossing is considered a single and complete project for purposes of NWP authorization. Linear transportation projects must comply with 33 CFR 330.6(d).

Note 2: Some discharges for the construction of farm roads or forest roads, or temporary roads for moving mining equipment, may qualify for an exemption under section 404(f) of the Clean Water Act (see 33 CFR 323.4).

Note 3: For NWP 14 activities that require pre-construction notification, the PCN must include any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings that require Department of the Army authorization but do not require pre-construction notification (see paragraph (b) of general condition 32). The district engineer will evaluate the PCN in accordance with Section D, "District Engineer's Decision." The district engineer may require mitigation to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see general condition 23).

**Aquatic Habitat Restoration, Enhancement, and Establishment Activities:** Activities in waters of the United States associated with the restoration, enhancement, and establishment of tidal and non-tidal wetlands and riparian areas, the restoration and enhancement of non-tidal streams and other non-tidal open waters, and the rehabilitation or enhancement of tidal streams, tidal wetlands, and tidal open waters, provided those activities result in net increases in aquatic resource functions and services.

To be authorized by this NWP, the aquatic habitat restoration, enhancement, or establishment activity must be planned, designed, and implemented so that it results in aquatic habitat that resembles an ecological reference. An ecological reference may be based on the characteristics of an intact aquatic habitat or riparian area of the same type that exists in the region. An ecological reference may be based on a conceptual model developed from regional ecological knowledge of the target aquatic habitat type or riparian area.

To the extent that a Corps permit is required, activities authorized by this NWP include, but are not limited to: the removal of accumulated sediments; the installation, removal, and maintenance of small water control structures, dikes, and berms, as well as discharges of dredged or fill material to restore appropriate stream channel configurations after small water control structures, dikes, and berms, are removed; the installation of current deflectors; the enhancement, rehabilitation, or re-establishment of riffle and pool stream structure; the placement of in-stream habitat structures; modifications of the stream bed and/or banks to enhance, rehabilitate, or re-establish stream meanders; the removal of stream barriers, such as undersized culverts, fords, and grade control structures; the backfilling of artificial channels; the removal of existing drainage structures, such as drain tiles, and the filling, blocking, or reshaping of drainage ditches to restore wetland hydrology; the installation of structures or fills necessary to restore or enhance wetland or stream hydrology; the construction of small nesting islands; the construction of open water areas; the construction of oyster habitat over unvegetated bottom in tidal waters; shellfish seeding; activities needed to reestablish vegetation, including plowing or discing for seed bed preparation and the planting of appropriate wetland species; re-establishment of submerged aquatic vegetation in areas where those plant communities previously existed; reestablishment of tidal wetlands in tidal waters where those wetlands previously existed; mechanized land clearing to remove non-

native invasive, exotic, or nuisance vegetation; and other related activities. Only native plant species should be planted at the site.

This NWP authorizes the relocation of non-tidal waters, including non-tidal wetlands and streams, on the project site provided there are net increases in aquatic resource functions and services.

Except for the relocation of non-tidal waters on the project site, this NWP does not authorize the conversion of a stream or natural wetlands to another aquatic habitat type (e.g., the conversion of a stream to wetland or vice versa) or uplands. Changes in wetland plant communities that occur when wetland hydrology is more fully restored during wetland rehabilitation activities are not considered a conversion to another aquatic habitat type. This NWP does not authorize stream channelization. This NWP does not authorize the relocation of tidal waters or the conversion of tidal waters, including tidal wetlands, to other aquatic uses, such as the conversion of tidal wetlands into open water impoundments.

Compensatory mitigation is not required for activities authorized by this NWP since these activities must result in net increases in aquatic resource functions and services.

Reversion. For enhancement, restoration, and establishment activities conducted: (1) In accordance with the terms and conditions of a binding stream or wetland enhancement or restoration agreement, or a wetland establishment agreement, between the landowner and the U.S. Fish and Wildlife Service (FWS), the Natural Resources Conservation Service (NRCS), the Farm Service Agency (FSA), the National Marine Fisheries Service (NMFS), the National Ocean Service (NOS), U.S. Forest Service (USFS), or their designated state cooperating agencies; (2) as voluntary wetland restoration, enhancement, and establishment actions documented by the NRCS or USDA Technical Service Provider pursuant to NRCS Field Office Technical Guide standards; or (3) on reclaimed surface coal mine lands, in accordance with a Surface Mining Control and Reclamation Act permit issued by the Office of Surface Mining Reclamation and Enforcement (OSMRE) or the applicable state agency, this NWP also authorizes any future discharge of dredged or fill material associated with the reversion of the area to its documented prior condition and use (i.e., prior to the restoration, enhancement, or establishment activities). The reversion must occur within five years after expiration of a limited term wetland restoration or establishment agreement or permit, and is authorized in these circumstances even if the discharge occurs after this NWP expires. The five-year reversion limit does not apply to agreements without time limits reached between the landowner and the FWS, NRCS, FSA, NMFS, NOS, USFS, or an appropriate state cooperating agency. This NWP also authorizes discharges of dredged or fill material in waters of the United States for the reversion of wetlands that were restored, enhanced, or established on prior-converted cropland or on uplands, in accordance with a binding agreement between the landowner and NRCS, FSA, FWS, or their designated state cooperating agencies (even though the restoration, enhancement, or establishment activity did not require a section 404 permit). The prior condition will be documented in the original agreement or permit, and the determination of return to prior conditions will be made by the Federal agency or appropriate state agency executing the agreement or permit. Before conducting any reversion activity the permittee or the appropriate Federal or state agency

must notify the district engineer and include the documentation of the prior condition. Once an area has reverted to its prior physical condition, it will be subject to whatever the Corps Regulatory requirements are applicable to that type of land at the time. The requirement that the activity results in a net increase in aquatic resource functions and services does not apply to reversion activities meeting the above conditions. Except for the activities described above, this NWP does not authorize any future discharge of dredged or fill material associated with the reversion of the area to its prior condition. In such cases a separate permit would be required for any reversion.

**Reporting.** For those activities that do not require pre-construction notification, the permittee must submit to the district engineer a copy of: (1) The binding stream enhancement or restoration agreement or wetland enhancement, restoration, or establishment agreement, or a project description, including project plans and location map; (2) the NRCS or USDA Technical Service Provider documentation for the voluntary stream enhancement or restoration action or wetland restoration, enhancement, or establishment action; or (3) the SMCRA permit issued by OSMRE or the applicable state agency. The report must also include information on baseline ecological conditions on the project site, such as a delineation of wetlands, streams, and/or other aquatic habitats. These documents must be submitted to the district engineer at least 30 days prior to commencing activities in waters of the United States authorized by this NWP.

**Notification:** The permittee must submit a pre-construction notification to the district engineer prior to commencing any activity (see general condition 32), except for the following activities:

- (1) Activities conducted on non-Federal public lands and private lands, in accordance with the terms and conditions of a binding stream enhancement or restoration agreement or wetland enhancement, restoration, or establishment agreement between the landowner and the FWS, NRCS, FSA, NMFS, NOS, USFS or their designated state cooperating agencies;
- (2) Voluntary stream or wetland restoration or enhancement action, or wetland establishment action, documented by the NRCS or USDA Technical Service Provider pursuant to NRCS Field Office Technical Guide standards; or
- (3) The reclamation of surface coal mine lands, in accordance with an SMCRA permit issued by the OSMRE or the applicable state agency.

However, the permittee must submit a copy of the appropriate documentation to the district engineer to fulfill the reporting requirement. (Authorities: Sections 10 and 404)

**Note:** This NWP can be used to authorize compensatory mitigation projects, including mitigation banks and in-lieu fee projects. However, this NWP does not authorize the reversion of an area used for a compensatory mitigation project to its prior condition, since compensatory mitigation is generally intended to be permanent.

**Nationwide Permit General Conditions:** The following general conditions must be followed in order for any authorization by an NWP to be valid:

1. Navigation. (a) No activity may cause more than a minimal adverse effect on navigation.

(b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.

(c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

2. Aquatic Life Movements. No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species. If a bottomless culvert cannot be used, then the crossing should be designed and constructed to minimize adverse effects to aquatic life movements.

3. Spawning Areas. Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

4. Migratory Bird Breeding Areas. Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

5. Shellfish Beds. No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWPs 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.

6. Suitable Material. No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see section 307 of the Clean Water Act).

7. Water Supply Intakes. No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

8. Adverse Effects From Impoundments. If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

9. Management of Water Flows. To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization, storm water management activities, and temporary and permanent road crossings, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

10. Fills Within 100-Year Floodplains. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

11. Equipment. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

12. Soil Erosion and Sediment Controls. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow, or during low tides.

13. Removal of Temporary Fills. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

14. Proper Maintenance. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

15. Single and Complete Project. The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

16. Wild and Scenic Rivers. (a) No NWP activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status.

(b) If a proposed NWP activity will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for

possible inclusion in the system while the river is in an official study status, the permittee must submit a pre-construction notification (see general condition 32). The district engineer will coordinate the PCN with the Federal agency with direct management responsibility for that river. The permittee shall not begin the NWP activity until notified by the district engineer that the Federal agency with direct management responsibility for that river has determined in writing that the proposed NWP activity will not adversely affect the Wild and Scenic River designation or study status.

(c) Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service). Information on these rivers is also available at: <http://www.rivers.gov/>.

17. Tribal Rights. No NWP activity may cause more than minimal adverse effects on tribal rights (including treaty rights), protected tribal resources, or tribal lands.

18. Endangered Species. (a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify the critical habitat of such species. No activity is authorized under any NWP which "may affect" a listed species or critical habitat, unless ESA section 7 consultation addressing the effects of the proposed activity has been completed. Direct effects are the immediate effects on listed species and critical habitat caused by the NWP activity. Indirect effects are those effects on listed species and critical habitat that are caused by the NWP activity and are later in time, but still are reasonably certain to occur.

(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. If pre-construction notification is required for the proposed activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation has not been submitted, additional ESA section 7 consultation may be necessary for the activity and the respective federal agency would be responsible for fulfilling its obligation under section 7 of the ESA.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species or designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that might be affected by the proposed activity or that utilize the designated critical habitat that might be affected by the proposed activity. The district engineer will determine whether the proposed activity "may affect" or will have "no effect" to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps' determination within 45 days of receipt of a complete pre-

construction notification. In cases where the non-Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the activity, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification that the proposed activity will have “no effect” on listed species or critical habitat, or until ESA section 7 consultation has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(d) As a result of formal or informal consultation with the FWS or NMFS the district engineer may add species-specific permit conditions to the NWP.

(e) Authorization of an activity by an NWP does not authorize the “take” of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with “incidental take” provisions, etc.) from the FWS or the NMFS, the Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where “take” means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word “harm” in the definition of “take” means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

(f) If the non-federal permittee has a valid ESA section 10(a)(1)(B) incidental take permit with an approved Habitat Conservation Plan for a project or a group of projects that includes the proposed NWP activity, the non-federal applicant should provide a copy of that ESA section 10(a)(1)(B) permit with the PCN required by paragraph (c) of this general condition. The district engineer will coordinate with the agency that issued the ESA section 10(a)(1)(B) permit to determine whether the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation conducted for the ESA section 10(a)(1)(B) permit. If that coordination results in concurrence from the agency that the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation for the ESA section 10(a)(1)(B) permit, the district engineer does not need to conduct a separate ESA section 7 consultation for the proposed NWP activity. The district engineer will notify the non-federal applicant within 45 days of receipt of a complete pre-construction notification whether the ESA section 10(a)(1)(B) permit covers the proposed NWP activity or whether additional ESA section 7 consultation is required.

(g) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the FWS and NMFS or their World Wide Web pages at <http://www.fws.gov/> or <http://www.fws.gov/ipac> and <http://www.nmfs.noaa.gov/pr/species/esa/> respectively.

19. Migratory Birds and Bald and Golden Eagles. The permittee is responsible for ensuring their action complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. The permittee is responsible for contacting appropriate local office of the U.S. Fish and Wildlife Service to determine applicable measures to reduce impacts to migratory



birds or eagles, including whether “incidental take” permits are necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act for a particular activity.

20. Historic Properties. (a) In cases where the district engineer determines that the activity may have the potential to cause effects to properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

(b) Federal permittees should follow their own procedures for complying with the requirements of section 106 of the National Historic Preservation Act. If pre-construction notification is required for the proposed NWP activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation is not submitted, then additional consultation under section 106 may be necessary. The respective federal agency is responsible for fulfilling its obligation to comply with section 106.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if the NWP activity might have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties might have the potential to be affected by the proposed NWP activity or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of, or potential for, the presence of historic properties can be sought from the State Historic Preservation Officer, Tribal Historic Preservation Officer, or designated tribal representative, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted in the PCN and these identification efforts, the district engineer shall determine whether the proposed NWP activity has the potential to cause effects on the historic properties. Section 106 consultation is not required when the district engineer determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR 800.3(a)). Section 106 consultation is required when the district engineer determines that the activity has the potential to cause effects on historic properties. The district engineer will conduct consultation with consulting parties identified under 36 CFR 800.2(c) when he or she makes any of the following effect determinations for the purposes of section 106 of the NHPA: no historic properties affected, no adverse effect, or adverse effect. Where the non-Federal applicant has identified historic properties on which the activity might have the potential to cause effects and so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects to historic properties or that NHPA section 106 consultation has been completed.

(d) For non-federal permittees, the district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA section 106 consultation is required. If NHPA section 106 consultation is required, the district engineer will notify the non-Federal applicant that he or she cannot begin the activity until section 106 consultation is completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(e) Prospective permittees should be aware that section 110k of the NHPA (54 U.S.C. 306113) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

21. Discovery of Previously Unknown Remains and Artifacts. If you discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by this permit, you must immediately notify the district engineer of what you have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal, and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

22. Designated Critical Resource Waters. Critical resource waters include, NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment.

(a) Discharges of dredged or fill material into waters of the United States are not authorized by NWP 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, and 52 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

(b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, 38, and 54, notification is required in accordance with general condition 32, for any activity proposed in the

designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWP's only after it is determined that the impacts to the critical resource waters will be no more than minimal.

23. Mitigation. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal:

(a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).

(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal.

(c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects.

(d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation to ensure that the activity results in no more than minimal adverse environmental effects. Compensatory mitigation for losses of streams should be provided, if practicable, through stream rehabilitation, enhancement, or preservation, since streams are difficult-to-replace resources (see 33 CFR 332.3(e)(3)).

(e) Compensatory mitigation plans for NWP activities in or near streams or other open waters will normally include a requirement for the restoration or enhancement, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, the restoration or maintenance/protection of riparian areas may be the only compensatory mitigation required. Restored riparian areas should consist of native species. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to restore or maintain/protect a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or maintaining/protecting a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the

most appropriate form of minimization or compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

(f) Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.

(1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in no more than minimal adverse environmental effects. For the NWP, the preferred mechanism for providing compensatory mitigation is mitigation bank credits or in-lieu fee program credits (see 33 CFR 332.3(b)(2) and (3)). However, if an appropriate number and type of mitigation bank or in-lieu credits are not available at the time the PCN is submitted to the district engineer, the district engineer may approve the use of permittee-responsible mitigation.

(2) The amount of compensatory mitigation required by the district engineer must be sufficient to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see 33 CFR 330.1(e)(3)). (See also 33 CFR 332.3(f)).

(3) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, aquatic resource restoration should be the first compensatory mitigation option considered for permittee-responsible mitigation.

(4) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) through (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)).

(5) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan only needs to address the baseline conditions at the impact site and the number of credits to be provided.

(6) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan (see 33 CFR 332.4(c)(1)(ii)).

(g) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWP. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any NWP activity resulting in the loss of greater than 1/2-acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as

necessary, to ensure that an NWP activity already meeting the established acreage limits also satisfies the no more than minimal impact requirement for the NWPs.

(h) Permittees may propose the use of mitigation banks, in-lieu fee programs, or permittee-responsible mitigation. When developing a compensatory mitigation proposal, the permittee must consider appropriate and practicable options consistent with the framework at 33 CFR 332.3(b). For activities resulting in the loss of marine or estuarine resources, permittee-responsible mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management.

(i) Where certain functions and services of waters of the United States are permanently adversely affected by a regulated activity, such as discharges of dredged or fill material into waters of the United States that will convert a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse environmental effects of the activity to the no more than minimal level.

24. Safety of Impoundment Structures. To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state dam safety criteria or have been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

25. Water Quality. Where States and authorized Tribes, or EPA where applicable, have not previously certified compliance of an NWP with CWA section 401, individual 401 Water Quality Certification must be obtained or waived (see 33 CFR 330.4(c)). The district engineer or State or Tribe may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

26. Coastal Zone Management. In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). The district engineer or a State may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

27. Regional and Case-By-Case Conditions. The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

28. Use of Multiple Nationwide Permits. The use of more than one NWP for a single and complete project is prohibited, except when the acreage loss of waters of the United States authorized by the NWPs does not exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

29. Transfer of Nationwide Permit Verifications. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

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

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(Transferee)

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(Date)

30. Compliance Certification. Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and implementation of any required compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include:

(a) A statement that the authorized activity was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;

(b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and

(c) The signature of the permittee certifying the completion of the activity and mitigation.

The completed certification document must be submitted to the district engineer within 30 days of completion of the authorized activity or the implementation of any required compensatory mitigation, whichever occurs later.

31. Activities Affecting Structures or Works Built by the United States. If an NWP activity also requires permission from the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers (USACE) federally authorized Civil Works project (a "USACE project"), the prospective permittee must submit a pre-construction notification. See paragraph (b)(10) of general condition 32. An activity that requires section 408 permission is not authorized by NWP until the appropriate Corps office issues the section 408 permission to alter, occupy, or use the USACE project, and the district engineer issues a written NWP verification.

32. Pre-Construction Notification. (a) Timing. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

(1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or

(2) 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or are in the vicinity of the activity, or to notify the Corps pursuant to general condition 20 that the activity might have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is "no effect" on listed species or "no potential to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)) has been completed. Also, work cannot begin under NWPs 21, 49, or 50 until the permittee has received written approval from the Corps. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the

NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

(b) Contents of Pre-Construction Notification: The PCN must be in writing and include the following information:

- (1) Name, address and telephone numbers of the prospective permittee;
- (2) Location of the proposed activity;
- (3) Identify the specific NWP or NWP(s) the prospective permittee wants to use to authorize the proposed activity;
- (4) A description of the proposed activity; the activity's purpose; direct and indirect adverse environmental effects the activity would cause, including the anticipated amount of loss of wetlands, other special aquatic sites, and other waters expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; a description of any proposed mitigation measures intended to reduce the adverse environmental effects caused by the proposed activity; and any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings for linear projects that require Department of the Army authorization but do not require pre-construction notification. The description of the proposed activity and any proposed mitigation measures should be sufficiently detailed to allow the district engineer to determine that the adverse environmental effects of the activity will be no more than minimal and to determine the need for compensatory mitigation or other mitigation measures. For single and complete linear projects, the PCN must include the quantity of anticipated losses of wetlands, other special aquatic sites, and other waters for each single and complete crossing of those wetlands, other special aquatic sites, and other waters. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the activity and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);
- (5) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many wetlands, other special aquatic sites, and other waters. Furthermore, the 45 day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;
- (6) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse environmental effects are



no more than minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

(7) For non-Federal permittees, if any listed species or designated critical habitat might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat, the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed activity or utilize the designated critical habitat that might be affected by the proposed activity. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with the Endangered Species Act;

(8) For non-Federal permittees, if the NWP activity might have the potential to cause effects to a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, the PCN must state which historic property might have the potential to be affected by the proposed activity or include a vicinity map indicating the location of the historic property. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with section 106 of the National Historic Preservation Act;

(9) For an activity that will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, the PCN must identify the Wild and Scenic River or the "study river" (see general condition 16); and

(10) For an activity that requires permission from the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers federally authorized civil works project, the pre-construction notification must include a statement confirming that the project proponent has submitted a written request for section 408 permission from the Corps office having jurisdiction over that USACE project.

(c) Form of Pre-Construction Notification: The standard individual permit application form (Form ENG 4345) may be used, but the completed application form must clearly indicate that it is an NWP PCN and must include all of the applicable information required in paragraphs (b)(1) through (10) of this general condition. A letter containing the required information may also be used. Applicants may provide electronic files of PCNs and supporting materials if the district engineer has established tools and procedures for electronic submittals.

(d) Agency Coordination: (1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the activity's adverse environmental effects so that they are no more than minimal.

(2) Agency coordination is required for: (i) all NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States; (ii) NWP 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52 activities that require pre-construction notification and will result in the loss of greater than 300 linear feet of stream bed; (iii) NWP 13

activities in excess of 500 linear feet, fills greater than one cubic yard per running foot, or involve discharges of dredged or fill material into special aquatic sites; and (iv) NWP 54 activities in excess of 500 linear feet, or that extend into the waterbody more than 30 feet from the mean low water line in tidal waters or the ordinary high water mark in the Great Lakes.

(3) When agency coordination is required, the district engineer will immediately provide (e.g., via e-mail, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (FWS, state natural resource or water quality agency, EPA, and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to notify the district engineer via telephone, facsimile transmission, or e-mail that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse environmental effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWPs, including the need for mitigation to ensure the net adverse environmental effects of the proposed activity are no more than minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

(4) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.

(5) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre-construction notifications to expedite agency coordination.

### **3. Regional Conditions for the Los Angeles District:**

1. For all activities in waters of the U.S. that are suitable habitat for federally listed fish species, including designated critical habitat for such species, the permittee shall design all new or substantially reconstructed linear transportation crossings (e.g. roads, highways, railways, trails, bridges, culverts) to ensure that the passage and/or spawning of fish is not hindered. In these areas, the permittee shall employ bridge designs that span the stream or river, including pier- or pile-supported spans, or designs that use a bottomless arch culvert with a natural stream bed, unless determined to be impracticable by the Corps.
2. Nationwide Permits (NWP) 3, 7, 12-15, 17-19, 21, 23, 25, 29, 35, 36, or 39-46, 48-54 cannot be used to authorize structures, work, and/or the discharge of dredged or fill material that

would result in the "loss" of wetlands, mudflats, vegetated shallows or riffle and pool complexes as defined at 40 CFR Part 230.40-45. The definition of "loss" for this regional condition is the same as the definition of "loss of waters of the United States" used for the Nationwide Permit Program. Furthermore, this regional condition applies only within the State of Arizona and within the Mojave and Sonoran (Colorado) desert regions of California. The desert regions in California are limited to four USGS Hydrologic Unit Code (HUC) accounting units (Lower Colorado -150301, Northern Mojave-180902, Southern Mojave-181001, and Salton Sea-181002).

3. When a pre-construction notification (PCN) is required, the Los Angeles District shall be notified in accordance with General Condition 32 using either the South Pacific Division PCN Checklist or a signed application form (ENG Form 4345) with an attachment providing information on compliance with all of the General and Regional Conditions. The PCN Checklist and application form are available at:  
<http://www.spl.usace.army.mil/Missions/Regulatory/PermitProcess.aspx>. In addition, unless specifically waived by the Los Angeles District, the PCN shall include:
  - a. A written statement describing how the activity has been designed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States;
  - b. Drawings, including plan and cross-section views, clearly depicting the location, size and dimensions of the proposed activity as well as the location of delineated waters of the U.S. on the site. The drawings shall contain a title block, legend and scale, amount (in cubic yards) and area (in acres) of fill in Corps jurisdiction, including both permanent and temporary fills/structures. The ordinary high water mark or, if tidal waters, the mean high water mark and high tide line, should be shown (in feet), based on National Geodetic Vertical Datum (NGVD) or other appropriate referenced elevation. All drawings shall follow the Updated Map and Drawing Standards for the South Pacific Division Regulatory Program (Feb 2016), or most recent update (available at the South Pacific Division website at:  
<http://www.spd.usace.army.mil/Missions/Regulatory/PublicNoticesandReferences.aspx/>);
  - c. Numbered and dated pre-project color photographs showing a representative sample of waters proposed to be impacted on the project site, and all waters proposed to be avoided on and immediately adjacent to the project site. The compass angle and position of each photograph shall be documented on the plan-view drawing required in subpart b of this regional condition.
  - d. Delineation of aquatic resources in accordance with the current Los Angeles District's Minimum Standards for Acceptance of Aquatic Resources Delineation Reports (available at:  
<http://www.spl.usace.army.mil/Missions/Regulatory/Jurisdictional-Determination/>).

4. Submission of a PCN pursuant to General Condition 32 and Regional Condition 3 shall be required for specific regulated activities in the following locations:
  - a. All perennial waterbodies and special aquatic sites throughout the Los Angeles District as well as intermittent waters within the State of Arizona for any regulated activity that would result in a loss of waters of the United States. The definition of "loss of waters of the United States" for this regional condition is the same as the definition used for the Nationwide Permit Program.
  - b. All areas designated as Essential Fish Habitat (EFH) by the Pacific Fishery Management Council, and that would result in an adverse effect to EFH, in which case the PCN shall include an EFH assessment and extent of proposed impacts to EFH. EFH Assessment Guidance and other supporting information can be found at: [http://www.westcoast.fisheries.noaa.gov/habitat/fish\\_habitat/efh\\_consultations\\_go.html](http://www.westcoast.fisheries.noaa.gov/habitat/fish_habitat/efh_consultations_go.html).
  - c. All watersheds in the Santa Monica Mountains in Los Angeles and Ventura counties bounded by Calleguas Creek on the west, by Highway 101 on the north and east, and by Sunset Boulevard and Pacific Ocean on the south.
  - d. The Santa Clara River watershed in Los Angeles and Ventura counties, including but not limited to Aliso Canyon, Agua Dulce Canyon, Sand Canyon, Bouquet Canyon, Mint Canyon, South Fork of the Santa Clara River, San Francisquito Canyon, Castaic Creek, Piru Creek, Sespe Creek and the main-stem of the Santa Clara River.
  - e. The Murrieta and Temecula Creek watersheds in Riverside County, California for any regulated activity that would result in a loss of waters of the U.S. The definition of "loss of waters of the United States" for this regional condition is the same as the definition used for the Nationwide Permit Program.
  - f. All waterbodies designated by the Arizona Department of Environmental Quality as Outstanding Arizona Waters (OAWs), within 1600 meters (or 1 mile) upstream and/or 800 meters (1/2 mile) downstream of a designated OAW, and on tributaries to OAWs within 1600 meters of the OAW (see <http://www.azdeq.gov/index.html>).
  - g. All waterbodies designated by the Arizona Department of Environmental Quality as 303(d)-impaired surface waters, within 1600 meters (or 1 mile) upstream and/or 800 meters (1/2 mile) downstream of a designated impaired surface water, and on tributaries to impaired waters within 1600 meters of the impaired water (see <http://www.azdeq.gov/index.html>).
5. Individual Permits shall be required for all discharges of fill material in jurisdictional vernal pools, with the exception that discharges for the purpose of restoration, enhancement, management or scientific study of vernal pools may be authorized under NWP 5, 6, and 27 with the submission of a PCN in accordance with General Condition 32 and Regional Condition 3.

6. Within the Murrieta Creek and Temecula Creek watersheds in Riverside County the use of NWP 29, 39, 42 and 43, and NWP 14 combined with any of those NWPs shall be restricted. The loss of waters of the U.S. cannot exceed 0.25 acre. The definition of "loss of waters of the United States" for this regional condition is the same as the definition used for the Nationwide Permit Program.
7. Individual Permits (Standard Individual Permit or 404 Letter of Permission) shall be required in San Luis Obispo Creek and Santa Rosa Creek in San Luis Obispo County for bank stabilization projects, and in Gaviota Creek, Mission Creek and Carpinteria Creek in Santa Barbara County for bank stabilization projects and grade control structures.
8. In conjunction with the Los Angeles District's Special Area Management Plans (SAMPs) for the San Diego Creek Watershed and San Juan Creek/Western San Mateo Creek Watersheds in Orange County, California, the Corps' Division Engineer, through his discretionary authority has revoked the use of the following 26 selected NWPs within these SAMP watersheds: 03, 07, 12, 13, 14, 16, 17, 18, 19, 21, 25, 27, 29, 31, 33, 39, 40, 41, 42, 43, 44, 46, 49, and 50. Consequently, these NWPs are no longer available in those watersheds to authorize impacts to waters of the United States from discharges of dredged or fill material under the Corps' Clean Water Act section 404 authority.
9. Any requests to waive the applicable linear foot limitations for NWPs 13, 21, 29, 39, 40 and 42, 43, 44, 51, 52, and 54, must include the following:
  - a. A narrative description of the affected aquatic resource. This should include known information on: volume and duration of flow; the approximate length, width, and depth of the waterbody and characters observed associated with an Ordinary High Water Mark (e.g. bed and bank, wrack line, or scour marks) or Mean High Water Line; a description of the adjacent vegetation community and a statement regarding the wetland status of the associated vegetation community (i.e. wetland, non-wetland); surrounding land use; water quality; issues related to cumulative impacts in the watershed, and; any other relevant information.
  - b. An analysis of the proposed impacts to the waterbody in accordance with General Condition 32 and Regional Condition 3;
  - c. Measures taken to avoid and minimize losses, including other methods of constructing the proposed project; and
  - d. A compensatory mitigation plan describing how the unavoidable losses are proposed to be compensated, in accordance with 33 CFR Part 332.
10. The permittee shall complete the construction of any compensatory mitigation required by special condition(s) of the NWP verification before or concurrent with commencement of construction of the authorized activity, except when specifically determined to be impracticable by the Corps. When mitigation involves use of a mitigation bank or in-lieu fee

program, the permittee shall submit proof of payment to the Corps prior to commencement of construction of the authorized activity.

**4. Further information:**

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

- ( ) Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).
- (X) Section 404 of the Clean Water Act (33 U.S.C. 1344).
- ( ) Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this authorization.

(a) This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.

- (b) This permit does not grant any property rights or exclusive privileges.
- (c) This permit does not authorize any injury to the property or rights of others.
- (d) This permit does not authorize interference with any existing or proposed Federal project.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

- (a) Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
- (b) Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
- (c) Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
- (d) Design or construction deficiencies associated with the permitted work.
- (e) Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

- (a) You fail to comply with the terms and conditions of this permit.
- (b) The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).
- (c) Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 330.5 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The

referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measure ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. This letter of verification is valid for a period not to exceed two years unless the nationwide permit is modified, reissued, revoked, or expires before that time.
7. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition H below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
8. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished with the terms and conditions of your permit.



December 21, 2017

John Sherwood  
Arantine Hills Holdings, LP  
85 Enterprise, Suite 450  
Aliso Viejo, CA 92656



### Amendment of Lake or Streambed Alteration Agreement, Notification No. 1600-2015-0055-R6

Dear Mr. Sherwood:

The California Department of Fish and Wildlife (CDFW) have received your request to amend Lake or Streambed Alteration Agreement 1600-2015-0055-R6 (Agreement) and the required fee in the amount \$421 for minor amendment. Your request to amend the Agreement includes changes to the project description, project impacts, compensatory measures, and exhibits.

CDFW hereby agrees to amend the agreement (amendments in **bold below**). All conditions in the Agreement remain in effect.

#### Project Description

Bedford Canyon Wash will be impacted to facilitate the widening of the channel and construction of armored side slopes/stream banks, buried grade control structures, a debris basin, and a road crossing. The entirety of the existing Bedford Canyon Wash within the Project boundary (~~9.41 acres~~) (**12.46 acres**) will be impacted during implementation of the above activities. Riverside County Flood Control District (RCFCD) will be granted limited access to Bedford Canyon Wash to facilitate ongoing repair and maintenance activities (see Exhibits 2). RCFCD activities and access will be authorized in a separate Agreement.

- Channel Widening- The existing 13.13-acre wash (average channel width of 90 feet) will be expanded to ~~27.93~~ **23.87** acres, with an average channel bottom width of 158 feet and average top-of-bank width of 200 feet, including the armored stream banks, access ramps, and buried grade control structures. The expanded Bedford Canyon Wash will be setback approximately 20 feet from the existing bluff along the southern slope of the wash, for the length of the channel (setback area **and access road** will total ~~2.48~~ **4.84** acres). The setback area will be accessed only as necessary to perform repairs to the southern stream bank.



- Stream Banks – The stream banks will be constructed using ~~a combination of ungrouted riprap and soil cement at a 1.5:1 (horizontal: vertical) slope.~~ Soil will be placed on top of the ungrouted rip rap to create planting pockets for vegetation establishment. ~~The banks will be covered with a minimum of 18 inches clean fill or native stream material (soil) and contoured to a finished slope varying from 2:1 to 4:1 (horizontal: vertical). With a 2:1 soil contour, approximately 6.5 feet of soil will cover the soil cement at the toe of slope. Pockets of buried riprap (groins) will be constructed every 400 feet along the length of the wash to provide lateral soil stability.~~ The constructed stream banks will total ~~7.10~~ **6.81** acres of the total ~~27.93~~ **23.87**-acre wash.
- Grade Control Structures – Buried grade control structures will be constructed at ~~seven~~ **five** locations along Bedford Canyon Wash: two at the upstream edge of the property boundary, underneath the proposed bridge crossing, upstream of the confluences of Tributary A and Tributary B, and at the downstream end of the property boundary. The grade control structures will be created using ½-ton riprap, grouted at the base, surrounded by a 1-foot thick concrete curb cutoff wall on the upstream and downstream sides of the structure. Each grade control structure will be 50 feet wide (measured along the length of the channel), and covered with a minimum of 18 inches of soil. The footprint of the ~~seven~~ **five** grade control structures will total no more than ~~4.63~~ **1.45** acres of the ~~27.93~~ **23.87**-acre wash.
- Grouted Wash Crossing – Two grouted riprap crossings will occur in the upstream and downstream portion of the Wash. These areas will be used to access the bluff access road. The footprint of the two grouted crossings will total no more than **0.22** acres of the **23.87**-acre wash.
- Access Ramps – A total of seven 15-foot wide concrete access ramps (designed at a 5:1 slope) will be constructed within the Wash, including five ramps along the northern slope of the channel to allow RCFCD vehicles access to the bank protection and grade control structures. Two of the seven ramps (the furthest upstream and furthest downstream) will continue to the ~~20-foot setback area~~ bluff access road on the southern side of the channel. The seven access ramps will total ~~0.21~~ **0.44** acre.
- Debris Catchment Basin - A ~~3.65~~ **4.20**-acre soft-bottom debris basin will be constructed adjacent to Bedford Canyon Wash at the upstream edge of the project boundary. A grouted riprap apron will line the upstream edge of the basin to protect from scour associated with flows entering the basin ~~and a saw-tooth weir spillway will be constructed at the downstream edge of the basin to retain large debris. The 2-foot high saw-tooth weir will be constructed with a 1.5-foot wide opening every 4.5 feet along the length of the spillway. The 1.5-foot wide weir openings will be at the same elevation as the basin bottom (1093 msl) allowing all stream flows and debris less than 1.5 feet in diameter to pass through the~~

~~basin without interruption. The remaining unarmored basin walls will be constructed at a 3:1 slope and seeded with local, native species.~~

- ~~Road-Bridge Crossing – One 78-foot wide road crossing, consisting of two travel lanes and one emergency lane, will be constructed over Bedford Canyon Wash. The crossing will consist of either two approximately 75-foot wide arch culverts, or three approximately 65-foot wide arch culverts. The height of the culverts, related to the proposed natural, soft bottom channel invert, will be approximately 20 feet. A total of 0.20 acres will be impacted. A 170-foot-wide single span bridge will be constructed across Bedford Canyon Wash. A buried rip-rap grade control structure will be placed underneath the bridge structure to prevent scour. The wash invert (63 62 feet wide) and maintenance access road (19 feet wide) pass underneath the bridge crossing. Slopes at 2:1 gradient transition up to the bridge abutments.~~
- ~~In-stream Contouring – To maintain velocity and sediment transport, the lower/downstream half of Bedford Canyon Wash will be contoured to include a meandering low-flow/terraced channel within the widened invert. The meandering low-flow channel will be 3-feet deep and 50-feet wide with 3:1 (horizontal:vertical) graded side slopes.~~

### Project Impacts

The construction of the project will impact a total of ~~9.94~~ **12.46** acres of streambed and associated habitat as a result of the Project. If any additional impacts to riparian habitat and/or streambed are anticipated, Permittee shall submit an application for an amendment to this Agreement for authorization of those impacts.

### Compensatory Measures

*3.1 Habitat Re-Establishment, Monitoring, and Maintenance.* Permittee shall expand Bedford Canyon Wash from ~~9.41~~ **12.46** acres to ~~27.93~~ **23.87** acres, as described within the Project Description section of this Agreement. Following the expansion of Bedford Canyon Wash, Permittee shall ensure the successful re-establishment of the newly created ~~27.93~~ **23.15** -acre Bedford Canyon Wash (Mitigation Area).  
through...

*3.3 Preservation of Mitigation Area.* Permittee shall place a conservation easement over the ~~27.93~~ **23.87** -acre expanded Bedford Canyon Wash Mitigation Area to protect fish and wildlife resources in perpetuity. The conservation easement shall be in favor of the Riverside-Corona Resource Conservation District (RCRCD), or other CDFW-approved

John Sherwood – Arantine Hills, LLC  
April 27, 2017  
Page 4 of 4

entity, and shall be recorded within twelve (12) months following signature to this Agreement, or as extended by CDFW...

Exhibits

- A. Jurisdictional Impacts for Individual Projects – Waters of the State SAA Notification No. 1600- 2015-0055-R6 Amendment**
- B. Maintenance Responsibilities Sheet 1**
- C. Maintenance Responsibilities Sheet 2**

Copies of the Agreement and this amendment must be readily available at project worksites and must be presented when requested by a CDFW representative or agency with inspection authority.

If you have any questions regarding this letter, please contact Kim Romich, Environmental Scientist at (909) 980-3818 or by email at [kimberly.romich@wildlife.ca.gov](mailto:kimberly.romich@wildlife.ca.gov)

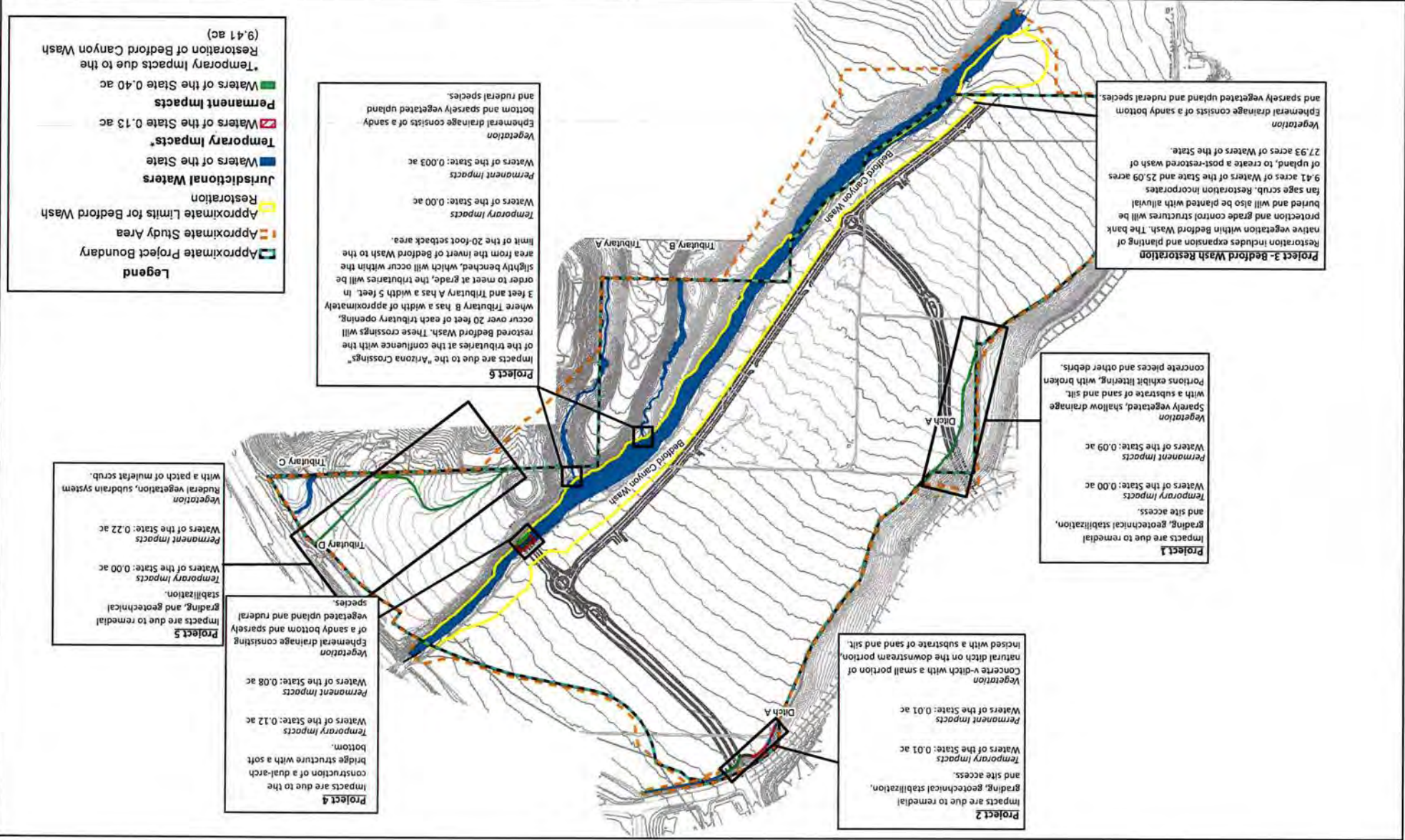
Sincerely,



Jeff Brandt  
Senior Environmental Scientist

ec: California Department of Fish and Wildlife

Kimberly Freeburn-Marquez  
Region 6  
[Kim.freeburn@wildlife.ca.gov](mailto:Kim.freeburn@wildlife.ca.gov)



**Project 3- Bedford Wash Restoration**  
 Restoration includes expansion and planting of native vegetation within Bedford Wash. The bank protection and grade control structures will be buried and will also be planted with alluvial fan sage scrub. Restoration incorporates 9.41 acres of Waters of the State and 25.09 acres of upland, to create a post-restored wash of 27.93 acres of Waters of the State.  
 Vegetation  
 Ephemeral drainage consists of a sandy bottom and sparsely vegetated upland and ruderal species.

**Project 1**  
 Impacts are due to remedial grading, geotechnical stabilization, and site access.  
 Waters of the State: 0.00 ac  
 Temporary Impacts  
 Waters of the State: 0.09 ac  
 Permanent Impacts  
 Waters of the State: 0.09 ac  
 Sparsely vegetated, shallow drainage with a substrate of sand and silt. Portions exhibit littering, with broken concrete pieces and other debris.

**Project 2**  
 Impacts are due to remedial grading, geotechnical stabilization, and site access.  
 Waters of the State: 0.01 ac  
 Temporary Impacts  
 Waters of the State: 0.01 ac  
 Permanent Impacts  
 Waters of the State: 0.01 ac  
 Concrete v-ditch with small portion of natural ditch on the downstream portion, incised with a substrate of sand and silt.

**Project 4**  
 Impacts are due to the construction of a dual-arch bridge structure with a soft bottom.  
 Waters of the State: 0.12 ac  
 Temporary Impacts  
 Waters of the State: 0.08 ac  
 Permanent Impacts  
 Waters of the State: 0.08 ac  
 Ephemeral drainage consisting of a sandy bottom and sparsely vegetated upland and ruderal species.

**Project 5**  
 Impacts are due to remedial grading, and geotechnical stabilization.  
 Waters of the State: 0.00 ac  
 Temporary Impacts  
 Waters of the State: 0.00 ac  
 Permanent Impacts  
 Waters of the State: 0.22 ac  
 Ruderal vegetation, subrain system with a patch of mullet scrub.

**Project 6**  
 Impacts are due to the "Arizona Crossings" of the tributaries at the confluence with the restored Bedford Wash. These crossings will occur over 20 feet of each tributary opening, where Tributary B has a width of approximately 3 feet and Tributary A has a width of 5 feet. In order to meet at grade, the tributaries will be slightly benched, which will occur within the area from the invert of Bedford Wash to the limit of the 20-foot setback area.  
 Waters of the State: 0.00 ac  
 Temporary Impacts  
 Waters of the State: 0.003 ac  
 Permanent Impacts  
 Waters of the State: 0.003 ac  
 Ephemeral drainage consists of a sandy bottom and sparsely vegetated upland and ruderal species.  
 Vegetation

**Legend**

- Approximate Project Boundary
- Approximate Limits for Bedford Wash Restoration
- Jurisdictional Waters of the State
- Waters of the State
- Temporary Impacts\*
- Waters of the State 0.13 ac
- Permanent Impacts
- Waters of the State 0.40 ac
- Restoration of Bedford Canyon Wash (9.41 ac)

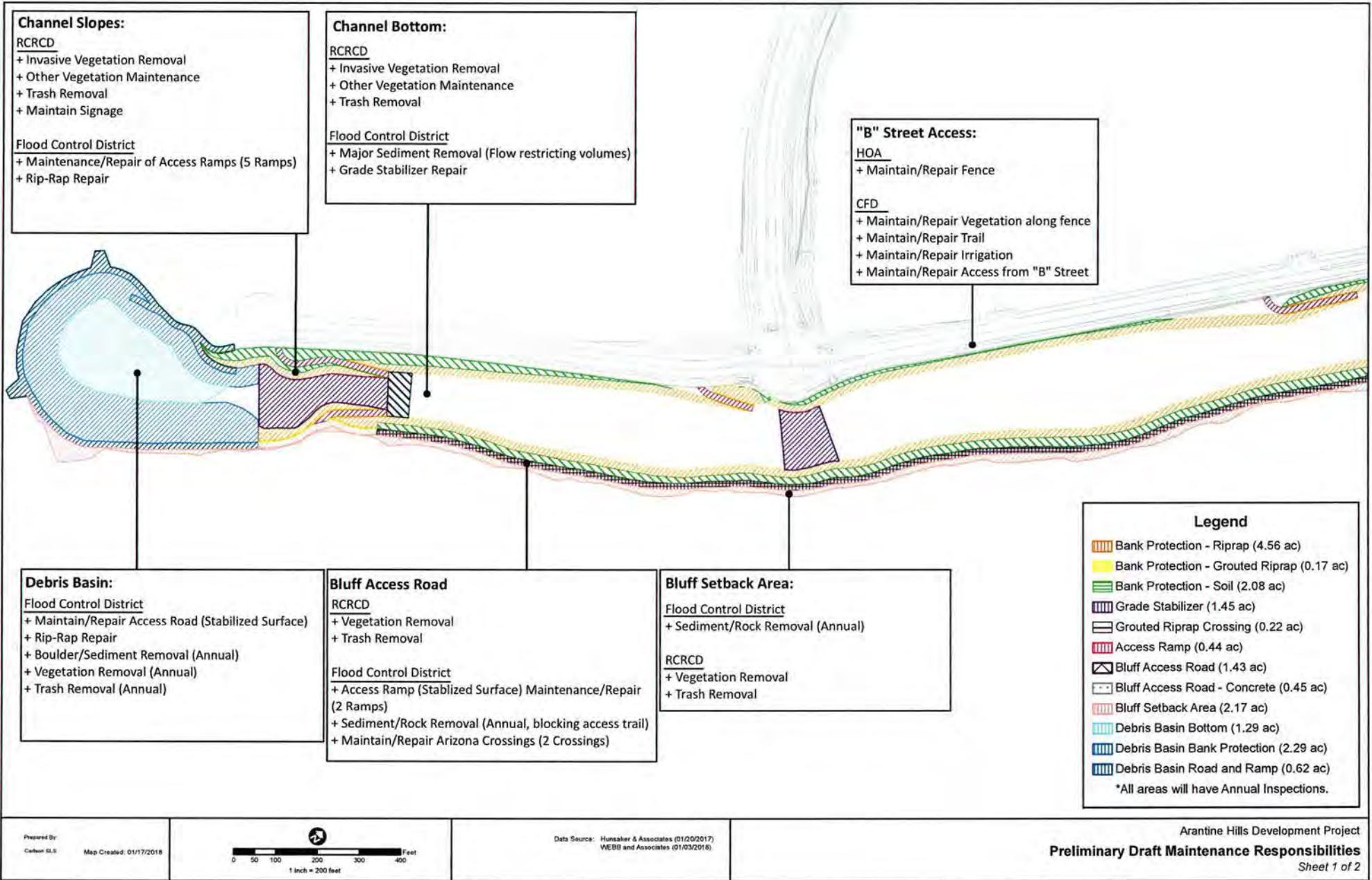


Figure 7

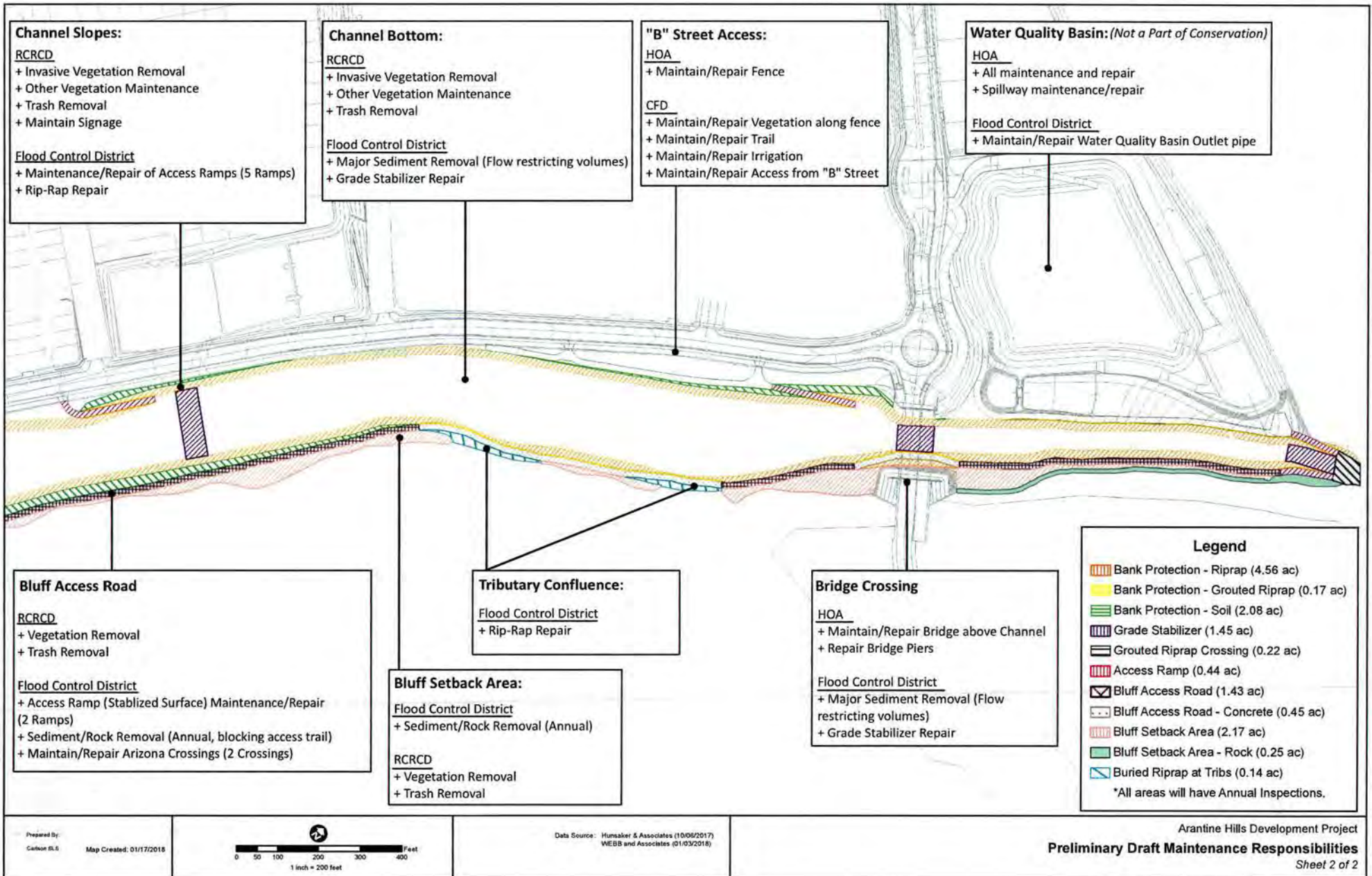


Figure 8

Draft Habitat Mitigation and Monitoring Plan  
for the  
Arantine Hills Development Project  
(SARWQCB File Number 332014-24)

Prepared for:

The New Home Company  
85 Enterprise, Suite 450  
Aliso Viejo, CA 92656



Prepared by:

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July 2016

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Figure 1	Mitigation Area and Related Infrastructure
Figure 2	Topsoil Stockpile Location



## LIST OF ABBREVIATIONS AND ACRONYMS

CDFW	California Department of Fish and Wildlife
CNDDB	California Natural Diversity Database
CWA	Clean Water Act
HRMP	Habitat Re-establishment and Monitoring Plan
Mitigation Area	Widened and Restored Bedford Canyon Wash
Operator	The New Home Company
Project	Arantine Hills Development Project
RCRCD	Riverside-Corona Resource Conservation District
RWQCB	Regional Water Quality Control Board
SAA	Streambed Alteration Agreement
SLS	Carlson Strategic Land Solutions
USACE	United States Army Corps of Engineers
USFWS	United States Fish and Wildlife Service
USGS	United States Geological Survey
Wash	Bedford Canyon Wash
WoS	Waters of the State
WoUS	Waters of the United States

## 1.0 Introduction

This Habitat Re-establishment and Monitoring Plan (HRMP) has been prepared for the Arantine Hills Development Project (Project). The Project is located in the City of Corona, which is generally situated southwest of the City of Riverside, south of the City of Norco, and north of the City of Lake Elsinore in Riverside County, California. Vehicular access to the site is currently available at Eagle Glen Parkway via an agricultural access road located along the north center portion of the site.

The Project site contains five ephemeral drainage features: Ditch A, Bedford Canyon Wash, Tributary A, Tributary B, and Tributary C. The largest of these drainages is Bedford Canyon Wash (Wash).

The proposed Project plans to create a master-planned residential community. Implementation of the Project will impact the following:

- 0.12 acre of United States Army Corps of Engineers (USACE)/ Regional Water Quality Control Board (RWQCB) jurisdictional permanent impacts
- 0.40 acres of California Department of Fish and Wildlife (CDFW) jurisdictional permanent impacts
- 0.13 acre of USACE/RWQCB/CDFW jurisdictional temporary impacts
- 7.09 acres of USACE/RWQCB jurisdictional temporary impacts due to the restoration and widening of the Wash.
- 9.41 acres of CDFW jurisdictional temporary impacts due to the restoration and widening of the Wash.

The proposed onsite mitigation is the widened and restored Wash (Mitigation Area) with associated infrastructure. Post-construction jurisdiction includes 27.93 acres of WoS and 18.05 acres of WoUS. The conceptual Mitigation Area and related infrastructure can be found on Figure 1.

The Project Site is currently owned by The New Home Company, who will be responsible for undertaking the widened and restored Wash. The contact is listed below and will be known as the "Operator" throughout the document.

The New Home Company  
85 Enterprise, Suite 450  
Aliso Viejo, CA 92656  
Phone: (949) 382-6521  
Contact: John Sherwood

Please note it is Operator's intent to transfer fee title of the Mitigation Area to the Riverside-Corona Resource Conservation District (RCRCD) following the three year initial implementation of re-establishment and monitoring of the Mitigation Area.

The format of this plan follows the requirements set forth in the CDFW SAA Notification No. 1600-2015-0055-R6 (Revisions 2) Condition 3.1 and 3.2. In compliance with the outlined conditions, this HRMP addresses:

- Site Preparation
- Maintenance and Monitoring requirements
- Monitoring Schedule
- Success Standards
- Contingency Measures

## 2.0 Site Preparation

### 2.1 Seed Collection

Prior to ground disturbance or vegetation removal within Bedford Canyon Wash, the Operator shall hire a qualified botanist or equivalent to collect as much native Alluvial Fan Sage Scrub seed from Bedford Wash as feasible. The amount of viable seed is not guaranteed and will vary based on field conditions, availability, and time of year. Table 1 lists the probable seed available within the Wash for seed collection.

Table 1: Seed Collection Species within the Wash
Species
Black sage ( <i>Salvia mellifera</i> )
Brittlebush ( <i>Encelia farninosa</i> )
California buckwheat ( <i>Eriogonum fasciculatum foliolosum</i> )
Chamise ( <i>Adenostoma fasciculatum</i> )
Laurel Sumac ( <i>Malosma laurina</i> )
White sage ( <i>Salvia apiana</i> )

All seed collected from Bedford Wash will be properly stored until planting is to occur. Restoration of the Wash will require much more seed than can likely be collected. Therefore, the seed collected from the Wash will be mixed with seed from additional sources as further described in Section 3.2.

## **2.2 Invasive Removal**

Prior to ground disturbance within the Wash, the Operator shall hire a qualified landscape contractor to remove invasive species. Large woody species shall be cut and bagged. Stumps shall be removed to the extent possible. Smaller herbaceous species shall be treated with an herbicide approved for use in an aquatic environment. Once the plant has died, the top growth shall be pulled, bagged, and removed from the Project site to the extent feasible.

## **2.3 Mulefat Cuttings**

Prior to ground disturbance within the Wash, the Operator shall hire a qualified biologist or landscape contractor to take mulefat cuttings from within the Wash. As described in Section 3.3, the restoration plan includes the planting of 75, 1-gallon mulefat cuttings. To account for losses, the contractor should assume a 30% loss and therefore take at least 108 cuttings. The cuttings should be taken off-site to a qualified nursery, planted in an appropriate medium, inoculated with multiple strain mycorrhizae, and cared for until sufficiently rooted.

## **2.4 Top Soil Salvage**

Prior to grading the Wash to a lower elevation as part of the restoration plan, the Operator shall salvage (collect and store) the top 12 inches of topsoil from within Bedford Wash within the Project boundaries. The salvaged topsoil shall be temporarily stockpiled on the Project site, outside of other grading activities and outside of the Wash. The exact location of the stockpiles will be determined by the grading contractor, but most likely three stockpiles will be located along (upstream, middle, and downstream) the length and outside of the existing Wash. The material shall be protected from wind and water erosion. Please refer to Figure 2 for the approximate location of the topsoil stockpile area. As described further in Section 3.1, the topsoil will be placed back into the Wash as part of the restoration program.

## **3.0 Restoration Plan**

The Operator shall restore the Wash as shown on Figure 1. Restoration includes lowering and widening the Wash, installation of bank stabilization structures buried below at least 18 inches of topsoil at the top of the bank, installation of seven grade control structures, and installation of seven access ramps. Additionally, a 20-foot-wide maintenance access will be prepared at the base of the bluff, and a debris basin constructed at the upstream end, just beyond the Project boundary.

### **3.1 Replacement of salvaged top soil**

Prior to grading, the Operator is required to salvage the top 12 inches of topsoil from the Wash. As part of the final contour grading of the Wash, the Operator shall evenly place the salvaged top soil along bottom (invert) of the newly widened Wash. Since the Wash will have been widened by approximately double the existing width, placement of the top soil is expected at a depth of approximately 6 inches along the length of the Wash.

### 3.2 Plant Palette and Seed Collection

Once the Wash has been graded and re-contoured, the entire restored Wash, which constitutes the Mitigation Area as shown in Figure 1, will be seeded with an alluvial fan sage scrub mix consistent with the plant palette as outline in Table 2 below.

**Table 2: Preliminary Planting Palette within the Mitigation Area**

Species	Planting Type	Density
Black sage ( <i>Salvia mellifera</i> )	Seed	2 pounds per acre
Brittlebush ( <i>Encelia farninosa</i> )	Seed	4 pounds per acre
California buckwheat ( <i>Eriogonum fasciculatum foliolosum</i> )	Seed	2 pounds per acre
Chamise ( <i>Adenostoma fasciculatum</i> )	Seed	0.5 pound per acre
California goldfields ( <i>Lasthenia californica</i> )	Seed	2 pounds per acre
California poppy ( <i>Eschscholzia californica</i> )	Seed	3 pounds per acre
Clustered tarweed ( <i>Deinandra fasciculata</i> )	Seed	2 pounds per acre
Deerweed ( <i>Acmispon glaber</i> )	Seed	1 pound per acre
Desert Broom ( <i>Baccharis sarothroides</i> )	Seed	1 pound per acre
Laurel Sumac ( <i>Malosma laurina</i> )	Seed	3 pound per acre
Miniature lupine ( <i>Lupinus bicolor</i> )	Seed	0.5 pound per acre
Mulefat ( <i>Baccharis salicifolia</i> )	Cuttings	75 Total, every 250-feet
Purple needlegrass ( <i>Nassella pulchra</i> )	Seed	5 pounds per acre
Sweetbush ( <i>Bebbia juncea</i> )	Seed	1 pound per acre
Thickleaf yerba santa ( <i>Eriodictyon crassifolium</i> )	Seed	2 pounds per acre
Tarragon ( <i>Artemisia dracunculus</i> )	Seed	2 pounds per acre
White sage ( <i>Salvia apiana</i> )	Seed	1.5 pounds per acre

Any seed collected on-site prior to grading shall be mixed in with purchased seed prior to application within the mitigation area. Furthermore, the Operator shall select, to the extent available, seed collected within as close of a geographic area to the Project site as possible to provide species diversity.

### 3.3 Mulefat Cuttings

The mulefat cuttings collected prior to vegetation removal and rooted in one-gallon containers shall be planted on the banks of the restored Wash in groupings of three. Each grouping of three shrubs shall be planted at an interval of approximately 250-feet for a total of 75 cuttings. The mulefat cuttings will be planted on the development side of the Mitigation Area to mimic natural habitats.

All plastic pots or plant bands will be removed from the container plants prior to planting. Container plants will be planted using standard horticultural practice, utilizing a hole twice the

diameter of the root ball. Plants will be planted in soil that has been thoroughly watered before planting and then watered immediately after planting. The root balls of container plants will also be wet before planting.

## 4.0 Maintenance Plan

### 4.1 Site Protection

The Operator will be responsible for providing adequate protection of the Mitigation Area to prevent unauthorized entry of residents and the public. The Operators will install appropriate fencing and/or signage to prevent traffic, vandalism, illegal trespass, dumping, or other intrusions by erecting fencing, signs or other acceptable measures during the 3-year habitat re-establishment, if necessary. The Operators will authorize the Restoration contractor to repair any damaged areas immediately, including replacement of any signs, fences, or postings.

### 4.2 Weed Control

Weed control is expected to be an intensive activity for the first 12 to 18 months as the native plants are establishing and are particularly vulnerable to weeds. The Project Biologist will work in conjunction with the Restoration Contractor regarding weed control issues, including, but not limited to weed species to be removed, frequency of weeding, and methods of weed control. All weed debris (green waste) shall be promptly removed from the site at the end of all weed-control activities and shall be disposed of at an appropriate green waste facility.

Weed control measures shall include hand removal, cutting or mowing, and/or the use of appropriate herbicides by a certified applicator. Hand removal of weeds is the preferred method of control and will be used whenever feasible. Removed vegetation should be carefully bagged so as not to disperse non-native seed and properly disposed in a licensed landfill. It must be removed from the site the same day it is pulled out of the ground.

- A qualified Restoration contractor shall conduct weed removal and large woody invasive plant removal within the Mitigation Area at the direction of the Project Biologist, including removal of target invasive species in an appropriate manner. Targeted species for vegetation removal are identified in Table 3.

**Table 3: List of Invasive Non-Native Plants Targeted for Removal**

Scientific Name	Common Name
<i>Ailanthus altissima</i>	tree of heaven
<i>Arundo donax</i>	giant reed
<i>Cortaderia</i> spp.	pampas grass
<i>Nicotiana glauca</i>	tree tobacco
<i>Schinus molle</i>	Peruvian pepper tree
<i>Tamarix ramosissima</i>	saltcedar, tamarisk
<i>Washingtonia robusta</i>	Washington fan palm

- Weed removal will be conducted in a manner to avoid impacts to nesting birds, such as avoiding the general nesting season, February 15 and September 15, to the maximum extent feasible. However, avoiding nesting season should not be done at the expense of allowing substantial weed growth. Note that it may be necessary to conduct weed control and maintenance during critical growing periods, which may occur during nesting season. If maintenance is required during nesting season, a biologist will oversee the maintenance activities to ensure no nests are impacted. If nests are found and weed removal is necessary, the biologist will establish appropriate measures to avoid impacts or disturbance to the nest(s), including but not limited to avoidance buffers, fencing or markers (such as flagging tape), and monitoring nesting activity during maintenance.
- All large woody invasive vegetation should be cut, processed and/or disposed of in a legal manner and, at all times, placed in a manner which prevents its reestablishment in the Mitigation Area and does not negatively affect any other sensitive native habitat communities.
- If herbicide application is deemed necessary, the following guidelines should be implemented:
  - All herbicides used will be approved for aquatic applications.
  - Applications should be minimized to the extent possible.
  - Herbicide application should focus on the target species.
  - Herbicide application should occur when the application would be most effective on the target species.
  - Herbicide application should occur when weeds first appear, rather than allowing them to obtain significant size.
- Native vegetation shall not be fertilized or pruned. Any fertilizers or herbicides utilized in landscaped areas adjacent to the mitigation shall be applied such that no adverse impacts occur to the Mitigation Area.

#### **4.3 Trash Removal**

Removal of all trash, which consists of all man-made materials, equipment, or debris dumped, thrown, washed, blown, or abandoned in the Mitigation Area. Trash does not consist of sediment, rocks, or other vegetation washed down from the upstream watershed that is part of the natural sediment transport process. Note, it may be necessary to conduct trash removal during nesting bird season. If trash removal is required during the typical nesting season, a biologist will oversee the maintenance activities to ensure no nests are impacted.

#### **4.4 Maintenance Schedule**

Maintenance will take place within the Mitigation Area as outlined below and within Table 4. Maintenance is to be initiated upon completion of the Mitigation Area. Repair of the site protection is to be done on an as-needed basis.

- Year 1: monthly weeding activities and trash removal.
- Year 2: quarterly weeding activities and trash removal.
- Year 3: semi- annual wedding activities and trash removal.

**Table 4: Maintenance Schedule**

MONTH	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	
Weeding			Limit Weeding*										
Trash Removal			Limit Trash Removal*										
Control Unauthorized Access	As Needed												

*\*Avoid bird nesting season - February 15 and September 15, to the extent possible. Weed removal and trash removal are permitted during the typical nesting bird season in conjunction with biological monitoring, as needed.*

## 5.0 Monitoring and Reporting Plan

Monitoring shall begin immediately after the completion of the Mitigation Area on behalf of the Operator.

### 5.1 Monitoring Methods

The monitoring program will assess the restoration efforts of the Mitigation Area through achievement of the specified performance standards outlined in Section 6.0. The Project Biologist will be responsible for the following tasks:

- Monitoring the preparation and planting/seeding of the Mitigation Area (installation)
- Overseeing the weed/invasive removal
- Assessing site performance
- Reporting to the resource agencies as specified within the resource agency permits
- Photo documentation of pre- and post-planting conditions to provide visual and representative documentation of the Mitigation Area progress. Photo stations locations/directions shall be submitted to CDFW and will be used at the completion of all seed application and plant installation activities and at each monitoring visit.
- Evaluate the percentage of invasive/non-native species within the Mitigation Area over the monitoring period based on the required performance standards

### 5.2 Monitoring Schedule

The Project Biologist shall monitor the Mitigation Area for 3 years. An Annual Report Memo will be prepared as outlined in Section 5.3 The proposed monitoring and maintenance schedule is as follows:

- Year 1: monthly surveys during maintenance activities.



- Year 2: quarterly surveys during maintenance activities.
- Year 3: semi- annual surveys during maintenance activities.

### **5.3 Reporting Methods**

Reporting Memos will be prepared and submitted to the Operator and the Resource Agencies quarterly for the first year and annually following the first year, for 3 years after planting/seeding or until the mitigation achieves the performance standards, outlining the following:

- Site preparation and existing site conditions;
- Plant/seed installation and an overview of the planting effort;
- Exotic/invasive plant control efforts and methods used;
- Trash removal;
- When the activities were conducted;
- Description of wildlife species observed or detected within the Mitigation Area; and
- Color photos from designated photo stations that document the pre- and post-project Mitigation Area conditions.

### **5.4 Notification of Completion**

Following the three years of maintenance and monitoring performed by the Operator, and/or when specified performance standards are met, the Operator shall notify the Resource Agencies of Project completion. Prior to accepting final notice of completion, the Resource Agencies may request review and approval of the Mitigation Area prior to the Operator transferring the long-term maintenance and management responsibility of Bedford Canyon Wash to RCRC. The final annual report will be sent to the Resource Agencies with a cover letter serving as a Notice of Completion.

## **6.0 Success Standards**

The field surveys and monitoring reports of the Mitigation Area will document the progress of the Mitigation Area toward satisfying success criteria outlined in this section of the HRMP.

Mitigation completion is based on achievement of the criterion as outlined within the SAA. The criterion to be used to evaluate the success of the Mitigation Area is the maintenance of 5% or less cover of non-native species and monitoring of the area for three years.

## **7.0 Contingency Measures**

The Operator will be financially responsible for fulfilling the mitigation requirements pursuant to current and pending regulatory permits and the success criteria as outline in Section 6.0. The Operator will also be responsible for any contingency mitigation implementation tasks including: seed collection, topsoil salvage, mulefat cuttings/containers, initial clearing, purchase of seed and installation, seeding labor, seeds, maintenance, monitoring, and reporting. The Operator will fund planning, implementation, monitoring, and maintenance of any contingency procedures that may be required to achieve mitigation goals.

All costs associated with this re-establishment and monitoring program are the responsibility of the Operator. Upon successful completion of the mitigation program the Mitigation Area will be transferred to RCRCO for long term maintenance and management of the site.

## 8.0 References

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## FIGURES

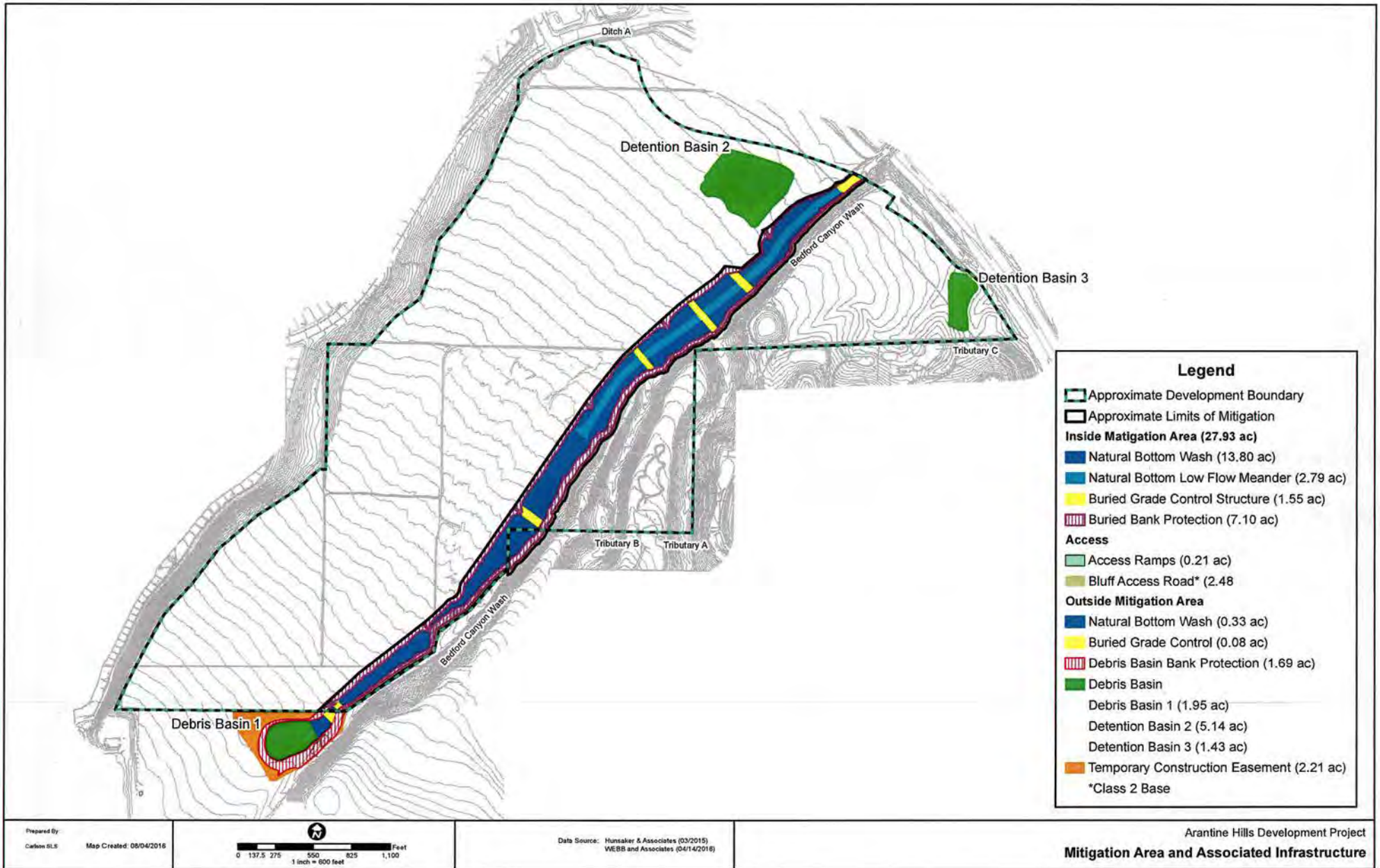




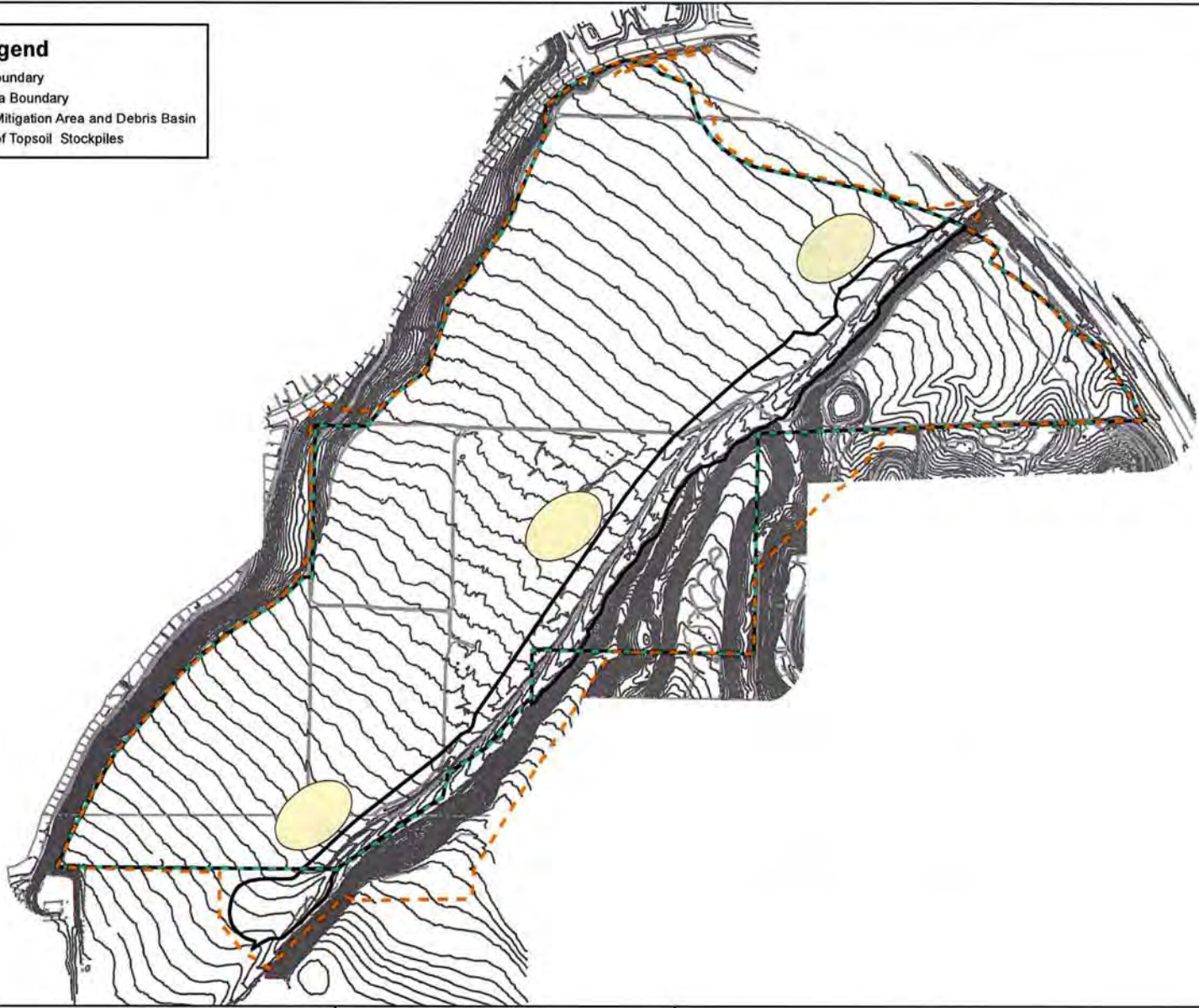


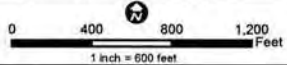
Figure 1

**Legend**

-  Approximate Project Boundary
-  Approximate Study Area Boundary
-  Approximate Limits of Mitigation Area and Debris Basin
-  Approximate Location of Topsoil Stockpiles



Prepared By:  
Carlson SLS    Map Created: 07/15/2016



Data Source: Hunsaker & Associates (03/2015)  
WEBB and Associates (04/14/2016)

Arantine Hills Development Project  
**Location of Topsoil Stockpiles**

**Figure 2**

# LONG-TERM MANAGEMENT PLAN

## Arantine Hills Development Project

### Bedford Wash Restoration Area

*Prepared for:*

**Arantine Hills Holdings, LP**  
85 Enterprise, Suite 450  
Aliso Viejo, CA 92656  
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**March 2019**  
**Revised: November 2020**

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## **LIST OF ABBREVIATIONS AND ACRONYMS**

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AHH	Arantine Hills Holdings, LP
CE	Conservation Easement
CDFW	California Department of Fish and Wildlife
CFD	Community Facilities District
cfs	Cubic feet per second
HOA	Bedford Master Association
LTMP	Long-term Management Plan
MSHCP	Multiple Species Habitat Conservation Plan
PAR	Property Analysis Record
RCFC&WCD	Riverside County Flood Control and Water Conservation District
RCRCD	Riverside-Corona Resource Conservation District
RWQCB	Regional Water Quality Control Board
SLS	Carlson Strategic Land Solutions
USFWS	United States Fish and Wildlife Service

## 1.0 Introduction

This Long-term Management Plan (LTMP) describes the long-term management and maintenance of the 29.17 acres of the widened and restored area found within Bedford Wash (Right-of-Way Area) as part of the Arantine Hills Development Project (Project) (Figures 1 and 2). Of the 29.17 acres within the Right-of-Way, 23.87 acres of the Wash and plantable bank protection (Conservation Area) found onsite will be preserved in perpetuity under a Conservation Easement (CE) or other long-term protection mechanism. While various options exist for long-term protection of the Conservation Area, for simplicity, this LTMP refers to long-term protection as recordation of a CE.

The LTMP and CE are required by the U.S. Fish and Wildlife Service (USFWS), and California Department of Fish and Wildlife (CDFW), based on existing permits and agreements issued, and collectively referred to as the "Wildlife Agencies."<sup>1</sup> The CE will prohibit all activities that may permanently harm or significantly disturb wildlife and habitat within the Conservation Area, except approved maintenance activities specifically identified in the CE and this LTMP. Three types of long-term maintenance activities will occur within the Right-of-Way Area: conservation maintenance, flood control repair of structures, and maintenance of minor erosion and sediment removal. The Riverside-Corona Resource Conservation District (RCRCD) will implement conservation maintenance activities and maintenance of minor erosion and sediment removal as described within this LTMP over the Conservation Area. The Riverside County Flood Control and Water Conservation District (RCFC&WCD) will implement flood control repair activities only over the portion of the Right-of-Way Area that contains flood control structures and will conduct maintenance of major erosion and sediment removal. The future Bedford Master Association (HOA) will implement re-seeding following major sediment removal or structural repair. These responsibilities are further described in **Section 7.0**. The site will be monitored and maintained as described in the **Sections 3.0, 4.0, 5.0, and 6.0** below.

### 1.1 Project Terms

The following terms will be used throughout this document and are defined as follows. The boundaries of the various areas as defined below can be found on Figures 3 and 4.

- **Right-of-Way Area:** Approximately 29.17 acres of the widened and restored Bedford Canyon Wash. This area includes the Conservation Area, bluff access road, bluff setback area, access ramps, and Low Flow Dip Crossings.
- **Conservation Area:** Approximately 23.87-acres of the restored and widened Bedford Canyon Wash, which includes top-of-bank to top-of-bank within the Project boundary.

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<sup>1</sup> The U.S. Army Corps of Engineers requires mitigation for 0.22 acre of permanent impacts to Waters of the U.S. The Applicant proposes to satisfy the mitigation requirement by purchasing In-Lieu Fee credits.

- **McMillian Easement Area:** Approximately 8.27-acre of easement area which includes the training dike and Debris Basin located upstream of the Project boundary, just north of the jurisdictional boundary of the Wash and west of the Project boundary.
- **RCTC Easement Area:** Approximately 0.20-acre of easement area which includes the convergence with RCTC land downstream of the Project boundary.

### *1.2 Ownership and Implementation*

Implementation of this LTMP will require involvement by several entities. The Right-of-Way Area is currently owned by:

#### **Arantine Hills Holdings, LP (AHH)**

Contact: John Sherwood  
85 Enterprise, Suite 450  
Aliso Viejo, CA 92656  
Phone: (949) 382-7822  
Fax: (949) 382-7801

*Please note that the widened and restored Wash is engineered to Riverside County Flood Control & Water Conservation District (RCFC&WCD) design criteria and it is AHH's intent to transfer fee title of the Wash to the RCFC&WCD.*

Ownership of the 29.17-acre Right-of-Way Area will be transferred to RCFC&WCD following the installation and completion of the widen and restored Wash.

The long-term management, maintenance, and monitoring of the Conservation Area will be conducted by:

#### **Riverside-Corona Resource Conservation District (RCRCD)**

Contact: Kerwin Russell  
4500 Glenwood Drive, Building A  
Riverside, CA 92501  
Phone: 951-683-7691, ext. 203

The long-term maintenance and repair of flood control structures, significant erosion repair and sediment removal within the Right-of-Way Area, and fee title ownership of the Right-of-Way Area will be:

#### **Riverside County Flood Control and Water Conservation District (RCFC&WCD)**

Contact: Henry Olivo  
1995 Market Street  
Riverside, CA 92501  
Phone: 951-955-1214

### *1.3 Long-term Conservation*

The Conservation Area will be preserved in perpetuity as open space for native wildlife conservation through recordation of a CE or other long-term protection mechanism. AHH will be responsible for placing long-term protection over the 23.87-acre portion of the Conservation Area, which extends from top-of-bank to top-of-bank within the Project boundary. The Conservation Area will be managed and maintained in compliance with the long-term protection mechanism and as described in this LTMP.

### *1.4 Funding Mechanism*

AHH will fund a non-wasting endowment to cover the costs of long-term maintenance and management of the 23.87-acre CE area for conservation purposes. A Property Analysis Record (PAR) cost estimate prepared by RCRC&WCD for the endowment is attached as Appendix A. AHH shall fund a non-wasting endowment in the amount determined by the approved PAR at the time the Conservation Easement is recorded. The endowment will not cover RCFC&WCD repair of flood conveyance structures, which will be covered under a separate agreement between AHH, the City of Corona, and RCFC&WCD, nor will the endowment cover the activities the responsibility of the HOA.

## 2.0 Right-of-Way Area Description

### 2.1 Right-of-Way Area Location

The Project is located in the Bedford Canyon Wash (Wash) area of the Santa Ana Mountain foothills in the southeastern portion of the City of Corona. Corona is generally situated southwest of the City of Riverside, south of the City of Norco, and north of the City of Lake Elsinore in Riverside County, California (Figure 1). Interstate 15 (I-15) traverses the northeastern boundary of the Project site (Figure 2). Overall access to the area is provided by I-15 and Cajalco Road/Eagle Glen Parkway via an agricultural access road located along the north center portion of the site. Surrounding land uses can be described simplistically (since the main project features don't follow true cardinal directions):

- North: The Arantine Hills development, which takes access from Eagle Glen Parkway
- South: Rural residential
- East: Interstate 15
- West: Undeveloped property and Eagle Glen Golf Course

The Right-of-Way Area transverses the Project site in a west (upstream) to east (downstream) direction. The approximate center of the Conservation Area is located at 33°48'41.66"N, 117°31'23.84"W. The overall Project is located within the Temescal Canyon Area Plan of the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP).

### 2.2 Existing Conditions

The existing condition of the Wash is an ephemeral drainage ranging from approximately 53 feet to 159 feet wide, consisting of a sandy bottom and sparsely vegetated upland and ruderal vegetation. The south side of the Wash is adjacent to a steep cliff face that extends up approximately 20 + feet to a plateau. The north side of the Wash has a stepped bank, which transitions to flat land that was previously farmed. The Wash experiences large, flash-like storm flows during the wet season. High volumes and velocities of storm runoff from upstream are conveyed by the Wash through the Right-of-Way Area to downstream Temescal Creek.

The condition of the Wash within the Right-of-Way Area following implementation of the Project will be documented in a survey by a restoration biologist, contracted with AHH, who will oversee the installation of the Right-of-Way Area. This survey will include photostations documenting the condition of the structures within and adjacent to the Right-of-Way Area, such as the bank protection, rock grade control structures, access roads, fencing, and gates.

Appendix B depicts the conceptual seed palette used for implementation. The list of species is subject to change based on availability, field conditions at the time of installation, and will be documented by the restoration biologist.

### 2.2.1 Sensitive Species<sup>2</sup>

No sensitive plant species were observed within the Right-of-Way Area during biological surveys conducted in 2014.

No federally or state listed animals were observed directly within the Right-of-Way Area during the 2014 Project biological surveys (which included surveys for coastal California gnatcatcher (*Poliioptila californica californica*)).

## 2.3 Restoration Design within the Right-of-Way and Easement Area

Upon restoration, the Wash will continue to convey all storm flows and sediment with reduced velocity due to the expanded width. The Wash will be widened from its existing width, which ranges from approximately 53 feet to 159 feet, to an approximate average toe of slope width of 158 feet, and average top of bank width of 200 feet. See Figures 5 and 6 for width comparisons. With the restoration of the Wash, various structures will be constructed to protect the Right-of-Way Area and Easement Areas from erosion and scour including; grade control structures, bank protection, bluff access road, setback, and access ramps, Low Flow Dip Crossings, and a debris basin. Each of the structures are explained in further detail below.

### Grade Control Structures

Grade control structures extend across the Wash, perpendicular to flows, and tie into each bank. Rock grade control structures occur in five locations, including upstream property boundary, underneath the future bridge, confluence with the tributaries, and downstream property boundary, to maintain the elevation of the channel invert and reduce erosion. These grade control structures consist of buried ungrouted rip rap and a concrete cut-off wall. The concrete cut-off wall consists of an 18-inch thick concrete curb on the upstream and downstream sides of the grade control structures, which minimizes the potential for riprap to dislodge during large storm events. The area of grade control structures totals approximately 1.45 acres and is shown on Figures 7 and 8.

### Bank Protection

Both banks of the Wash must be protected from scour and erosion. Protection consists of ungrouted riprap with soil scattered on top of the rip rap to create planting pockets for vegetation to establish. The area of bank protection totals approximately 6.87 acres and is shown on Figures 7 and 8. Of the total 6.81 acres, 4.56 acres consist of buried ungrouted riprap, 2.08 acres of soil slope (without riprap), and the remaining 0.17 acres of grouted riprap in the areas that require stabilized access points including the access ramps, bluff access road under the bridge, and low flow dip crossings.

### Access Ramps

The northern side of the Wash, along Hudson House Drive, provides maintenance access to the Wash. Adjacent to Hudson House Drive is a linear park with an 8-foot planted parkway and a 12-

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<sup>2</sup> The listed species description is based on the description from the Biological Technical Report for the Arantine Hills Residential Development Project Update dated March 2015.

foot wide trail located at the top of the northern bank of the restored Wash (Figures 7 and 8). A fence and signage separate trail users from the Wash. A total of seven access ramps are provided from the top of the north side of the Wash to the bottom of the Wash. At five designated locations, ramps extend down the north bank from the trail to grade control structures within the Wash. The ramps farthest upstream and farthest downstream provide access across the Wash to the Bluff Access Road. The remaining ramps only provide access to the grade control structures and the bottom of the Wash. The ramps are 15-feet in width of exposed concrete or other stabilized surface and range from 10 to 15 percent slope to allow RCFC&WCD vehicles access to the bank protection and grade control structures for repair. The access ramps total approximately 0.44 acre as shown on Figures 7 and 8.

#### Bluff Setback and Bluff Access Road

Along the southern side of the Wash is an unprotected bluff ranging in height and steepness, but in certain areas the bluff is near vertical. The restored Wash provides a setback from the bluff for geotechnical stability reasons and to account for occasional sloughing of rock and soil from the bluff face. Immediately adjacent to the bluff is a 10 to 20-foot setback to provide a catchment area for rocks or dirt. The setback was determined based on the height and steepness of the bluff face. Adjacent to the setback area and at the top of the southern bank of the restored wash is a 15-foot wide access road. The access road provides dry weather maintenance access on the south side of the Right-of-Way Area. Two crossings from the development (northern) side of the Wash provide dry weather access to the bluff access road.

The area of the bluff access road and bluff setback area totals approximately 4.30 acres as shown on Figures 7 and 8.

#### Low Flow Dip Crossing

Where Tributaries A and B enter Bedford Canyon Wash, the riprap bank protection lowers below the invert of the tributaries to allow the tributaries to enter at grade. Up and downstream of the tributaries the top of the bank protection maintains a generally consistent elevation. At the confluence of the tributaries, the top of the bank protection drops down to accommodate the tributaries inlet. The 15-foot wide bluff access road crosses the tributaries as a Low Flow Dip Crossing for dry weather access. These crossings include stabilization to prevent erosion. The stabilized access points may consist of decomposed granite, concrete, or interlocking pavers, subject to approval from RCFC&WCD. The area of the low flow dip crossings totals approximately 0.14 acres as shown on Figures 7 and 8.

#### Debris Basin

A debris basin, located just upstream of the Project boundary within the Easement Area, is designed to capture large boulders/debris that could cause downstream damage while allowing remaining sediment and smaller debris to pass downstream. A concrete and riprap apron line the upstream edge of the basin, which is designed to protect from scour associated with flows entering the basin. The remainder of the basin is soft bottom. The area of the debris basin totals 4.20 acres as shown on Figures 7 and 8.



### **3.0 Arantine Hills Holdings Responsibilities**

Upon completion of the grading and widening of Bedford Wash, including installation of bank protection and grade control structures, AHH will conduct the following restoration and maintenance activities during the Establishment Period prior to transferring long-term maintenance responsibility to RCRC. The Establishment Period shall extend until such time as the Wildlife Agencies have determined compliance with the performance standards set forth in this LTMP or seven (7) years, whichever occurs first.

#### **3.1 Installation**

##### **3.1.1 Salvage Top Soil**

Prior to grading and widening of the Wash, AHH shall first remove all shrubs and large vegetation from the Wash. AHH shall collect the top 12-inches of top soil within the Wash and stockpile the material for later use. The stockpiled material shall be blended with other soil and placed as the top layer of the bottom of the Conservation Area.

##### **3.1.2 Widening of Bedford Canyon Wash**

AHH shall widen Bedford Canyon Wash and install all bank protection and grade stabilization structures in accordance with the approved plans shown in Figure 7 and 8.

##### **3.1.3 Alluvial Fan Sage Scrub Seed**

Restoration of the Bedford Wash includes application of a native seed mix consisting of the alluvial fan sage scrub (AFSS) species as shown in Appendix B.

The AFSS seed mix shall be broadcast in the bottom (invert) of restored Bedford Wash and along the banks of the restored Wash by hand or by hydroseed. No temporary irrigation shall be applied.

##### **3.1.4 Mulefat Cuttings**

In addition to the seed mix, AHH shall install at an interval of approximately every 250-feet, a cluster of three one-gallon containers (total of 75) of mulefat (*Baccharis salicifolia*) along the north bank (development side) of the Wash. The purpose of the planting is to introduce another source, in addition to the seed mix, of AFSS species into the restored Wash.

##### **3.1.5 Fence and Signage**

Following completion of the restoration of the Bedford Wash, AHH shall install fence along the top of the slope along the north side of Bedford Wash. The fence shall be a three-strand cable fence or equivalent at least 40 inches tall. Gates or removable bollards shall be provided at each ramp to prevent unauthorized vehicular access to the Bedford Wash. Signage shall be provided every 300 feet and on each access ramp gate explaining restoration in progress and no public access. The fencing and signage shall be located outside of the Right-of Way and CE, on property owned by the HOA. No fencing or signage shall be provided on the other sides (east, west, and south) of Bedford Wash.

Additionally, AHH shall provide the residential development with educational information describing the potential impacts of domesticated and feral animals on the protected native habitat, including discouraging feeding feral animals.

### *3.2 Maintenance Activities*

Until such time as the performance criteria specified in **Section 3.3** and in Appendix D have been achieved, AHH shall be responsible for the following maintenance activities.

- Maintain the integrity of the fencing to discourage unauthorized human or vehicular entry into the Bedford Wash.
- Maintain all signage along the north side of Bedford Wash to discourage unauthorized entry.
- Remove trash from the CE Area.
- Remove invasive species annually from the Bluff Access Road.
- Remove invasive species listed in **Section 3.3**, to maintain less than a 5% cover averaged over the entire CE area, as determined by the Project biologist. The targeted invasive perennial species may be updated with additional perennial invasive species identified as greatest concern by the California Exotic Pest Plant Council.

#### 3.2.1 Maintenance Schedule

Maintenance frequency shall take place as outlined below and within Table 1. Maintenance is to be initiated upon completion of the installation of the Conservation Area.

- Year 1: monthly weeding activities and trash removal.
- Year 2: quarterly weeding activities and trash removal.
- Year 3<sup>3</sup>: semi-annual weeding activities and trash removal.
- Year 4: semi-annual weeding activities, trash removal and re-seeding of areas if needed.
- Year 5: semi-annual weeding activities, trash removal and re-seeding of areas if needed.
- Year 6: annual weeding activities, trash removal and re-seeding of areas if needed.
- Year 7: annual weeding activities, trash removal and re-seeding of areas if needed.

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<sup>3</sup> Performance monitoring in Years 4, 5, 6, and 7 are only necessary if after the first Revele in Year 3 the success criteria have not been met. If success criteria have not been met, performance monitoring shall continue either success criteria are met, or after Year 7, whichever occurs first.

**Table 1. Maintenance Schedule**

MONTH	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	
Weeding			Limit Weeding*										
Trash Removal			Limit Trash Removal*										
Control Unauthorized Access	As Needed												

\* Weed removal will be conducted in a manner to avoid impacts to nesting birds, such as avoiding the general nesting season, February 15 and September 15, to the maximum extent feasible. If maintenance is required during this time, a biologist will oversee the maintenance activities to ensure no nests are impacted. If nests are found and weed removal is necessary, the biologist will establish appropriate measures to avoid impacts or disturbance to the nest(s), including but not limited to avoidance buffers, fencing or markers (such as flagging tape), and monitoring nesting activity during maintenance.

### 3.3 Performance Standards

#### 3.3.1 Invasive Species Removal

During the first 3 years following installation, less than a 5% cover averaged over the entire CE area, as determined by the Project biologist. The targeted invasive perennial species specified in Table 2 below may be updated with additional perennial invasive species identified as greatest concern by the California Exotic Pest Plant Council.

**Table 2. List of Invasive Non-Native Plants Targeted for Removal**

Scientific Name	Common Name
<i>Acroptilon repen</i>	Russian knapweed
<i>Ailanthus altissima</i>	tree of heaven
<i>Arundo donax</i>	giant reed
<i>Bassia hyssopifolia</i>	five-hook bassia
<i>Brassica nigra</i>	black mustard
<i>Cortaderia spp.</i>	pampas grass
<i>Cynara cardunculus</i>	artichoke thistle
<i>Datura stramonium</i>	Jimson weed
<i>Hirschfeldia incana</i>	short-pod mustard
<i>Nicotiana glauca</i>	tree tobacco
<i>Phoenix canariensis</i>	Canary Island date palm
<i>Ricinus communis</i>	castor bean
<i>Salsola paulsenii</i>	barbwire Russian thistle
<i>Salsola tragus</i>	prickly Russian thistle
<i>Schinus molle</i>	Peruvian pepper tree
<i>Tamarix ramosissima</i>	salt cedar, tamarisk
<i>Washingtonia robusta</i>	Mexican fan palm

#### 3.3.2 AFSS Establishment

Following installation of the AFSS seed mix and mulefat container stock and 3 years of maintenance to achieve less than 5% invasive plant cover, the Project Biologist shall use the Revele Method to determine the success of the establishment of the AFSS comparative to

upstream and downstream of the Conservation Area. Should the restoration not meet the target performance standards of 60% cover and 20% mortality at year 3, normal adaptive management practices consisting of weeding the non-irrigated AFSS seed areas shall continue to be implemented. To encourage seed growth, areas lacking growth shall be re-seeded during years 4, 5, and 6, as necessary to meet the performance criteria. If after year 7, seeding fails to meet the performance criteria, those areas will be seeded one last time and deemed sub-standard for establishment and no further adaptive management practices shall be implemented. Following the achievement of the success criteria, or a maximum of 7 years, the Conservation Area shall be deemed compliant with permit conditions and be transferred to RCRC for long-term management and maintenance as outlined in **Sections 4.1 and 4.3** below.

### *3.4 Monitoring and Reporting*

AHH, through its Project Biologist, will be responsible for the following tasks until the success criteria have been met or 7 years, whichever occurs first:

- Enforcement and Compliance Monitoring. This task includes annual project management and enforcement of the biological covenants, terms, conditions and restrictions of the CE to ensure tasks pursuant to this LTMP are successfully conducted throughout the entire Conservation Area.
- Oversee the weed/invasive removal;
- Assess site performance;
- Report to the Wildlife Agencies as specified within the resource permits;
- Photo documentation of pre- and post-planting conditions to provide visual and representative documentation of the Conservation Area progress. Photo stations locations/directions shall be submitted to CDFW and will be used at the completion of all seed application and plant installation activities and at each monitoring visit; and
- Evaluate the percentage of invasive/non-native species within the Conservation Area over the monitoring period.
- Monitor RCFC&WCD's repair or major maintenance work, if such work is necessary. The Biological Monitor shall determine the limits of disturbance, the removal of native vegetation, if any, and the potential impact to nesting birds, if any. The Biological Monitor may conduct a pre-work nesting bird survey if the potential exists for nesting birds to occur in or near the work area.
- Apply, or have a qualified landscape contract apply, Alluvial Fan Sage Scrub Seed consistent with the palette included in Appendix B in areas that have either been maintained and/or repaired by RCFC&WCD, such that sediment was removed or soil replaced as a result of the work performed, until the end of the Establishment Permit, at which time the HOA takes that responsibility as specified in **Section 6**.

#### *3.4.1 Performance Monitoring*

A Qualified Botanist/Restoration Specialist shall be hired by AHH to establish a baseline AFSS using Releve in Bedford Wash, both upstream and downstream of Arantine Hills, and averaged

to account for hydrologic variation in the Wash. This will provide for the establishment, management, and monitoring of the AFSS seeding and planting areas relative to the following performance standards.

After seeding and planting within Bedford Wash, the following activities shall be conducted:

Year 1 – monthly surveys during maintenance activities.

Year 2 – quarterly surveys during maintenance activities.

Year 3 – semi-annual surveys during maintenance activities. At the end of Year 3, conduct Revele within the Project area to determine coverage and mortality<sup>4</sup>.

Year 4 - semi-annual surveys during maintenance activities. Conduct Revele within the Project area to determine coverage and mortality.

Year 5 - semi-annual surveys during maintenance activities. Conduct Revele within the Project area to determine coverage and mortality.

Year 6 - annual surveys during maintenance activities. Conduct Revele within the Project area to determine coverage and mortality.

Year 7 – annual surveys during maintenance activities. Conduct final Revele within the Project area to determine coverage and mortality.

While the restoration goal for Bedford Wash is to create a mature AFSS condition, it is recognized that Bedford Wash, in its pre-restoration condition, did not represent mature alluvial scrub habitat, and was disturbed by human activity, representing mostly the pioneer stage of habitat. Should the restoration not meet the target performance standards of 60% cover and 20% mortality after 7 years, that area will be deemed sub-standard for establishment and compliant with permit conditions. No further adaptive management practices will be implemented. The Conservation Area shall then be transferred to RCRC, and standard maintenance practices as outlined in **Section 4.2** shall continue, and restoration of Bedford Wash shall be considered completed.

#### 3.4.2 Reporting Schedule

Reporting memos will be prepared and submitted to the Wildlife Agencies quarterly for the first year and annually following the first year.

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<sup>4</sup> Performance monitoring in Years 4, 5, 6, and 7 are only necessary if after the first Revele in Year 3 the success criteria have not been met. If success criteria have not been met, performance monitoring shall continue either success criteria are met, or after Year 7, whichever occurs first.

### *3.5 Funding*

AHH shall fund all installation, maintenance, and monitoring costs until such time as the Performance Standards have been achieved or seven years, whichever occurs first.

AHH shall fund a non-wasting endowment in the amount determined by the approved Property Analysis Record (PAR) at the time the Conservation Easement is recorded.

## 4.0 RCRCO Responsibilities

RCRCO will implement the LTMP over the Conservation Area, which totals approximately 23.87 acres. During the Establishment Period, RCRCO shall have no responsibilities. Following the Establishment Period, RCRCO shall perform Enforcement and Compliance Monitoring and take on the responsibility for long-term maintenance and management of the Conservation Area, as specified in this **Section 4.0**. RCRCO will be obligated to monitor and maintain the Conservation Area as outlined below and shown on Figures 7 through 10. All activities described below pertain to the Conservation Area, unless specifically noted.

### 4.1 Monitoring Tasks

#### 4.1.1 Enforcement and Compliance Monitoring

This task includes annual project management and enforcement of the biological covenants, terms, conditions and restrictions of the CE to ensure tasks pursuant to this LTMP are successfully conducted throughout the entire Conservation Area. This task begins immediately upon recordation of the Conservation Easement and lasts in perpetuity. The remaining obligations of RCRCO begin following the Establishment Period.

Annual monitoring requires walking the Conservation Area two times per year to ensure all areas are inspected, taking notes of observations, and photo documentation. Fixed photo stations must be established during implementation of the Conservation Area to allow comparisons of photo documentation between years. As part of annual project management, RCRCO shall note the following during its field visits:

- 
- Wildlife usage (for foraging, nesting, and shelter).
- Presence of any trash.
- Presence of large woody non-native species, such tree tobacco, tamarisk, pampas grass, etc.
- Notify the HOA of any required maintenance of the signs or fencing.

#### 4.1.2 Domestic and Feral Dogs and Cats

To minimize the potential presence of domesticated animals (uncontrolled and/or feral) in the Conservation Area, which can affect the native plant and animal species, AHH shall install appropriate signage to identify the area as a protected habitat as outlined within **Section 4.2.5**, that does not allow for public use by people or domestic animals. The HOA shall be responsible for maintaining and replacing any signs damaged or removed. RCRCO shall report any damage or removal of the signs or persistent/chronic problems of domestic animals in the Conservation Area to the HOA.

## 4.2 Maintenance Tasks

### 4.2.1 Invasive Plant Removal

The goal of the non-native invasive vegetation control is two-fold: 1) maintain biological value of the Conservation Area, and 2) avoid buildup of invasive species such as giant reed and salt cedar that could cause a reduction of flood flows. Targeted non-native invasive vegetation (Table 2) located within the Conservation Area shall be removed according to the maintenance schedule shown in Table 3. The timing of the weeding events shall be at the direction of RCRCD, though it is anticipated to occur outside of the bird nesting season February 15 – September 15, to the extent practical. Weed control measures shall include hand removal, cutting or mowing, and/or the use of appropriate herbicides by a certified applicator. When feasible, treatment with an herbicide approved for use in an aquatic environment is preferred to avoid disturbing the surrounding surface, which might lead to erosion. Removed vegetation should be carefully bagged so as not to disperse non-native seed and properly disposed in a licensed landfill the same day it is pulled out of the ground.

The RCRCD shall remove common perennial invasive plants and annual invasive species, within reason<sup>5</sup>, within the Conservation Area. Guidelines for vegetation removal are outlined below.

- Weed removal will occur annually, no more than twice per year, suggested at two work days per event with a crew of four, for common perennial invasive species. The targeted invasive species are identified in Table 3, which may be updated with additional perennial invasive species identified as greatest concern by the California Exotic Pest Plan Council.

**Table 3. List of Invasive Non-Native Plants Targeted for Removal**

Scientific Name	Common Name
<i>Ailanthus altissima</i>	tree of heaven
<i>Arundo donax</i>	giant reed
<i>Cortaderia</i> spp.	pampas grass
<i>Nicotiana glauca</i>	tree tobacco
<i>Phoenix canariensis</i>	Canary Island date palm
<i>Ricinus communis</i>	castor bean
<i>Salsola paulesenii</i>	barbwire Russian thistle
<i>Salsola tragus</i>	prickly Russian thistle
<i>Schinus molle</i>	Peruvian pepper tree
<i>Tamarix ramosissima</i>	salt cedar, tamarisk
<i>Washingtonia robusta</i>	Mexican fan palm

- Weed removal will be conducted in a manner to avoid impacts to nesting birds, such as avoiding the general nesting season, February 15 and September 15, to the maximum extent feasible. If maintenance is required during this time, a biologist will oversee the maintenance activities to ensure no nests are impacted. If nests are found and weed removal is necessary, the biologist will establish appropriate measures to avoid impacts

<sup>5</sup> The intent is not to remove all annual invasive species, including grasses. However, CONSERVATION EASEMENT HOLDER should remove patches of annual invasive spaces if feasible.



or disturbance to the nest(s), including but not limited to avoidance buffers, fencing or markers (such as flagging tape), and monitoring nesting activity during maintenance.

- All large woody invasive vegetation should be cut, processed and/or disposed of in a legal manner and, at all times, placed in a manner that prevents its reestablishment in the Conservation Area and does not negatively affect any other sensitive native habitat communities.
- If herbicide application is deemed necessary, the following guidelines apply:
  - All herbicides used must be approved for aquatic applications.
  - Herbicide application should focus on the target species (spot treatment).
  - Herbicide application should occur when the application would be most effective on the target species.
  - Herbicide application should occur when weeds first appear, rather than allowing them to obtain significant size.
- Native vegetation shall not be fertilized or pruned. Any fertilizers or herbicides utilized in landscaped areas adjacent to the mitigation shall be applied such that no adverse impacts occur to the Conservation Area.

#### 4.2.2 Minor Erosion Maintenance

RCRCD shall be responsible for minor erosion maintenance. Minor is defined as able to be reasonably accomplished with hand tools. This maintenance would consist of handwork using hand tools. Maintenance should occur when observance of rilling or erosional features along the banks of the Wash occurs and is viewed as a persistent problem resulting in damage to the banks or substantial loss of vegetation. A certain amount of minor erosion is expected and acceptable since with buried rip rap along the banks of the Wash, dirt and sediment will periodically fill and wash away from the gaps between rocks. Use of erosion control features may also be installed (silt fence, straw wattle, etc.) in areas that may experience a persistent problem. RCRCD will notify the appropriate party as specified in this LTMP if erosion is problematic and exceeds hand tools to reach a solution.

#### 4.2.3 Re-Seeding

RCRCD shall be responsible for re-seeding a total amount of 1.2 acres every 5- years within areas impacted by RCFC&WCD repair or maintenance. Should the acreage or frequency of re-seeding for repair or maintenance activities exceed the 1.2-acres within a 5-years period, RCRCD's responsibility will conclude and the HOA will assume responsibility of re-seeding as outlined within **Section 6.4**.

Examples of when reseeding must occur include:

- Following repair of bank protection
- Following replacement of soil resulting from substantial erosion deemed necessary by RCFC&WCD to maintain storm water conveyance

- Following removal of substantial sediment or debris that disrupts storm water conveyance
- Following repair of grade control structures

AFSS is by nature sparse in its vegetative coverage. Therefore, RCRCO should analyze the need for reseeding based on the extent of work and amount of prior vegetation coverage. The seed mix shall be consistent with the AFSS seed mix outlined in Exhibit B and shall be hand broadcast and raked into the area of disturbance.

#### 4.2.4 Trash Removal

Trash removal will occur annually or as deemed necessary by RCRCO within the Conservation Area. This task should occur concurrently with the weed removal task outlined in **Section 4.2.1**. Trash consists of all man-made materials, equipment, or debris dumped, thrown, washed, blown, or abandoned in the Conservation Area. Trash does not consist of sediment, rocks, or other vegetation washed down from the upstream watershed that is part of the natural sediment transport process. Major trash removal, such as construction debris, household items, furniture, tires, vehicles, or hazardous materials, which would require the use of large equipment, shall be the responsibility of the RCFC&WCD and monitored by RCRCO.

#### 4.2.5 Control of Unauthorized Access

The steep slope on the southern side of the Wash is expected to discourage unauthorized entry into the Conservation Area. In addition, the following measures will be implemented along the northern boundary of the Conservation Area.

- Permanent signage along the boundaries between the Conservation Area and the development will be used to inform the public that access to the Conservation Area is not permitted. RCRCO shall notify the HOA of any required repair of damaged signs along the boundary.
- No activities shall be permitted within the Conservation Area except those associated with the tasks outlined in this LTMP. Any herbicides or pesticides utilized in landscaped areas adjacent to the Conservation Area shall be applied such that no adverse impacts to the area occur.
- To further discourage unauthorized access, a fence, such as running rail, cable, or equivalent (no chain-linked, wrought iron, or barbed wire), shall be installed at the top of the bank of the Conservation Area, only along the north (development) side of the Wash, to separate the Conservation Area from the development (the fence will be located outside of the Conservation Area). At each maintenance access point to the grade control structures, fencing shall be designed to be movable to allow for maintenance activities and to discourage unauthorized access. Maintenance and repair of the fencing will be the responsibility of the HOA or a Community Facilities District (CFD), however, RCRCO shall to the extent feasible, report any fence damage to the HOA or CFD. No fencing is required on the bluff side of the Wash.

4.2.6 Maintenance Schedule

**Table 4. Maintenance Schedule**

MONTH	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	
Weeding			No Weeding*										
Trash Removal			No Trash Removal*										
Sediment and Debris Removal			As Needed										
Control Unauthorized Access			As Needed										

\* Weed removal will be conducted in a manner to avoid impacts to nesting birds, such as avoiding the general nesting season, February 15 and September 15, to the maximum extent feasible. If maintenance is required during this time, a biologist will oversee the maintenance activities to ensure no nests are impacted. If nests are found and weed removal is necessary, the biologist will establish appropriate measures to avoid impacts or disturbance to the nest(s), including but not limited to avoidance buffers, fencing or markers (such as flagging tape), and monitoring nesting activity during maintenance.

**4.3 Reporting**

A letter report will be prepared and submitted to the Wildlife Agencies every four years. The report will summarize the enforcement and compliance monitoring, survey observations, photos from the photostations, and a summary of all tasks completed under **Sections 4.1 and 4.2** of this LTMP and coordination with the RCFC&WCD as identified in **Section 5.1**.

**4.4 Property Analysis Record**

The Property Analysis Record (PAR) is included within Appendix A, which identifies the material costs and other miscellaneous costs, such as legal fees, contingency, inflation, etc. RCFC&WCD funding is not quantified and will be either paid for by RCFC&WCD or through a co-operative agreement with the City of Corona, or a combination of the two. RCRC&WCD will not be responsible for any of the tasks identified as RCFC&WCD responsibilities.

## 5.0 RCFC&WCD Responsibilities

RCFC&WCD will be the owner of the Right-of-Way Area following the installation and completion of the widened and restored Wash. Furthermore, RCFC&WCD is responsible for the maintenance and repair of flood control structures that occur within the Right-of-Way Area<sup>6</sup> and Easement Areas, as shown on Figures 7 and 8. The goal of RCFC&WCD's activities is to maintain adequate performance of the necessary flood control structures within the Right-of-Way Area, consistent with this LTMP

### 5.1 Coordination with RCRC

RCFC&WCD will provide as much advance notification as possible, but not less than 3 days unless in an emergency condition, to RCRC, AHH (as necessary), and HOA prior to any repair or maintenance activities identified in this section of the LTMP. Depending on whether the Establishment Period has ended, either AHH or the HOA shall contract with RCRC (Biological Monitor) to conduct biological monitoring during repair work as specified in **Section 6.2**. Early notification of repair or maintenance activities is necessary so the Biological Monitor can 1) be advised of planned work; 2) document any necessary vegetation removal; 3) recommend any necessary additional biological support services, such as nesting bird surveys; and 4) document the repair activities in the annual report.

### 5.2 Repair Activities for Facilities and Structures

#### 5.2.1 Repair of Structures

##### Grade Control Structures

RCFC&WCD shall routinely visually inspect the grade control structures and the confluence of the tributaries to the Wash. Examples of when repair should occur include:

- Dislodge of large rock
- Damage to concrete cut off wall

If repair work is necessary, RCFC&WCD shall only work within the designated zone identified on Figures 11 and 12; no staging or access will be permitted outside of this zone. Prior to commencing repair work, RCFC&WCD shall provide as much advance notification as possible, but not less than 3 days unless in an emergency condition, to RCRC, AHH, and the HOA of the location of the pending repair work. As the Biological Monitor hired by the HOA, RCRC shall mark the designated work zone(s) in the field by flagging the limits prior to any work to minimize the area of impact to the extent feasible.

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<sup>6</sup> The small portion of natural bottom Wash and plantable bank protection found outside of the Conservation Easement will be maintained by HOA with the same responsibilities as outlined within **Section 3.0**.

### Bank Protection

RCFC&WCD shall routinely visually inspect the bank protection. Examples of when repair of the bank protection should occur include:

- Dislodge of large rock
- Erosion or scour at the toe of the bank protection, exposing or undermining the riprap

Repair work is anticipated to be an infrequent event. Soil to replace the repaired structures will be sourced from the upstream debris basin, other areas within the Wash onsite, or downstream of the Right-of-Way Area near Temescal Wash.

### Access Ramps

Five access ramps traverse the north (development) side of the Wash and two access ramps transverse the south (bluff) side of the Wash. The ramps, which would be constructed of a stabilized surface, could be subject to damage during large storm events. Anticipated repair/maintenance includes:

- Annual inspections of the access ramps
- Removal of sediment or debris from the ramps
- Repair of the stabilized surface, if damaged
- Fill/repair rilling or any other erosion adjacent to the ramps that could undermine the structural integrity of the ramps

### Bluff Access Road

The Bluff Access Road, located outside of the Conservation Easement, is intended as a secondary means of maintenance access to the south side of the channel during dry weather. The Bluff Access Road may require periodic maintenance, including:

- Removal of rock or sediment that sloughed off the Bluff and temporary blocked the road
- Blade or recontour the surface of the access road
- Add/replace road base or other stabilization of the access road
- Fill/repair rilling or any other erosion within the access road

Furthermore, the area located between the Bluff Access Road and the base of the bluff, also outside of the Conservation Easement boundary, is intended to provide a catchment area for rocks or dirt that slough off the existing bluff. During dry weather, the setback area may require periodic maintenance, including:

- Removal of rock or sediment that sloughed off the Bluff
- Fill/repair rilling or any other erosion within the access road

Note that during the Establishment Period, AHH is responsible for vegetation removal and trash removal within the bluff setback area. Following the Establishment Period, the HOA assumes this responsibility pursuant to **Section 6.3**.

### Tributary Crossings

The Bluff Access Road crosses two tributaries. The crossings are designed as Low Flow Dip Crossing, where the access road dips to the elevation of the invert of the tributaries. The crossings will be protected with riprap and a concrete cutoff wall, which is designed to protect from scour associated with flows entering the Wash from the Tributaries. Maintenance/repair activities could include:

- Annual inspection of the tributary crossings
- Removal of debris or sediment accumulated on the Arizona Crossing to maintain flows and access
- Repair of the concrete crossings
- Repair of dislodge of large rocks
- Fill/repair rilling or any other erosion immediately upstream or downstream of the crossings to protect the crossings from structural compromise

#### 5.2.2 Restrictions on Repair of Structures

Repair work to the structures shall include, but not limited to, the following:

- Notify RCRCO, HOA, and AHH, as appropriate, at least 3 days prior to the start of repair activities
- Avoid impacts to nesting birds, such as avoiding the general nesting season, February 15 and September 15, to the maximum extent feasible and consistent with **Section 4.2.6**
- Minimize area of impact to the extent feasible
- Repair from the top of slope to the extent feasible
- Use rubber tire equipment to retain roots to the extent feasible
- Avoid work within flowing water to the extent feasible
- Access to the repair site shall occur from the closest access ramp and grade stabilizer
- Linear travel in the bottom of the Wash shall be minimized to the extent feasible
- Coordination with HOA or AHH, as appropriate, to arrange re-seeding as outlined within **Section 6.3**

### *5.3 Sediment and Debris Removal*

The intent of the design of the widened and restored Wash is to promote sediment transport downstream consistent with the goals of the Wildlife Agencies and the City of Corona. The Wash is intended as a dynamic system that will vary depending on storm events. Larger storms will tend to carry and “flush” sediment downstream. Smaller storms will have a tendency to deposit sediment within this reach of the Wash.

The Sediment Transport Modeling shows a much lower propensity for sediment deposition upstream of the bridge crossing due to the elevation drop and corresponding higher velocities. Downstream of the bridge crossing the Wash becomes much flatter, with lower velocities, and much more susceptible to sediment aggregation. The downstream portion of the Wash has been

narrowed in an attempt to maintain velocities, however there is a higher likelihood of sediment removal in the downstream portion of the Wash.

RCFC&WCD shall conduct visual evaluation of sediment and debris pre- and post- wet season or as deemed necessary along the length of the Wash. Given the propensity for higher velocity flows upstream of the bridge crossing, RCFC&WCD shall monitor any sediment accumulation and only remove accumulated sediment if there is a clear and present danger to flooding as demonstrated by the accumulation of more than 24 inches in depth of sediment that extends across the majority of the invert of the Wash such that water surface elevations would significantly rise, eliminating the designed freeboard or create an erosive condition that could jeopardize the stability of the flood protection. The system is designed to naturally flush sediment through this area, therefore, minor sediment accumulation in this area is permissible.

Should RCFC&WCD observe sediment at depths 18 inches or greater, downstream of the bridge crossing in a location or configuration that could inhibit flows and/or raise the water surface elevation during storm events such that the designed freeboard would no longer be maintained, RCFC&WCD may remove the accumulated sediment upon at least 3 day notification to RCRCD. The intent is to only remove sediment if sediment obstructs flows in such a manner that flooding could occur. The goal is to allow small accumulations of sediment to occur with the expectation that future storms will “flush” the sediment downstream.

Examples of when sediment or debris removal should occur include:

- Removal of dislodged large rock that could become a hazard
- Removal of sediment buildup that inhibits the conveyance of storm flows, such that flows could overtop the banks of the Wash and flood neighboring residential areas
- Removal of sediment buildup that causes such a reduction of velocity that natural sediment transport would be interrupted and downstream erosion could occur
- Removal of sediment buildup greater than 18 inches deep over an area of sufficient size to cause a rise in water surface elevation greater than the channel’s freeboard
- Removal of debris buildup at the bridge

### 5.3.1 Restrictions on Sediment Removal

While unlikely, in the event of larger debris/sediment deposits, RCFC&WCD shall adhere to the following restrictions:

- Notify RCRCD, HOA, and AHH, as appropriate, at least 3 days prior to the start of repair activities
- Avoid impacts to nesting birds, such as avoiding the general nesting season, February 15 and September 15, to the maximum extent feasible and consistent with **Section 4.2.6**
- Minimize area of impact to the extent feasible
- Stage dump trucks on grade control stabilizers to the extent feasible
- Use rubber tire equipment to retain roots to the extent feasible

- Access to the sediment removal site shall occur from the closest access ramp and grade stabilizer
- Linear travel in the bottom of the Wash shall be minimized to the extent feasible

#### *5.4 Re-Seeding Following Repairs or Sediment Removal*

As specified in **Section 6.4**, following repair of flood control structures or the removal of sediment, the HOA, through RCRCO, shall immediately reseed the area affected by maintenance. The area affected by the repair work or sediment removal shall be prepared to accept seed. The HOA, through RCRCO, shall apply the AFSS seed mix specified in Appendix B. RCRCO shall monitor the restored area and diligently remove invasive species. Once the seed has been applied, no further performance standards are required.

#### *5.5 Emergency Situations*

The definition of an emergency situation is immediate work or repairs to 1) protect life or property, 2) repairs to public service facilities necessary to maintain service as a result of a disaster in an area where a state of emergency has been declared, or 3) projects carried out, or approved by a state or local governmental agency, to maintain, repair, or restore an existing highway, as defined in the Vehicle Code. In the case of an emergency, RCFC&WCD may take any necessary actions to correct an imminent threat to the integrity of the Wash, which could affect public safety, private property, public property, and public service facilities, including essential roadways. Emergency activities undertaken by RCFC&WCD occurring within or otherwise altering CDFW jurisdictional areas shall include notice to CDFW within 14 days of emergency actions in accordance with Section 1610 of the Fish and Game Code (FGC). Emergency activities may include, but are not limited to, the following activities:

- Emergency grading operations to direct a low flow thread that directly attacks, or threatens to attack, the levee lining, and damage is imminent, away from the lining.
- Removal of dislodged large rock/debris/sediment that poses an imminent hazard
- Fill/repair erosion to protect the integrity of the structural system
- Placement of additional riprap or soil to re-enforce the slope protection

Following such emergency repair activities, the affected area shall be returned to the pre-damaged conditions and functionality, including replacement of soil as necessary, and will be immediately re-seeded after the work has concluded by the HOA, through RCRCO, with species consistent with Appendix B.

The re-seeding of areas following emergency repair activities is not subject to the performance criteria outlined in **Section 3.3**.

#### *5.6 Access to Bank Protection and Grade Control Structures*

RCFC&WCD shall only access the Conservation Area at the seven designated locations. These access ramps, accessed from the trail parallel to Hudson House Drive of the development, totals 0.44 acres (Figures 11 and 12). The upstream and downstream access points provide access to a



15-foot bluff access road setback from the bluff base at various widths, determined by the potential for sloughing of the bluff (Figures 11 and 12). The ramps are 15-feet in width of exposed concrete at a 10 to 15 percent slope to allow RCFC&WCD vehicles access to the bank protection and grade control structures for repair (Figure 13 Structure Typical). The following is a more detailed description of how each area would potentially be accessed in the case of structural damage that requires repair.

#### Bank Protection- Development Side

Access to repair the bank protection on the development side would occur from the top along the trail parallel to Hudson House Drive. Should repairs be necessary at the bottom of the bank, access would occur within the Wash from the closest ramp and grade control structure along the development side 20-foot wide maintenance zone that is unimproved (natural bottom), with authorization to cut any vegetation (leaving roots) that prevents linear access with biological oversight. This allows RCFC&WCD access to perform necessary repair activities of the bank protection, while using rubber tire vehicles to drive over vegetation, which allows vegetation to retain roots to allow for re-growth.

#### Bank Protection- Bluff Side

Access to repair the bank protection on the bluff side would occur at the farthest upstream and downstream grade control structures, which have access from the trail parallel to Hudson House Drive. These access points would also have an access ramp up the bluff side bank to the 15-foot wide bluff access road. Should maintenance be necessary at the bottom of the bank, access would occur across the grade control structures and/or within the Wash along the bluff side 20-foot wide maintenance zone that is unimproved (natural bottom), with authorization to cut any vegetation (leaving roots) that prevents linear access with biological oversight. This allows RCFC&WCD access to perform necessary repair activities of the bank protection, while using rubber tire vehicles to drive over vegetation, which allows vegetation to retain roots to allow for re-growth.

Where Tributaries A and B enter the Wash, the bank protection will be lowered below the invert of the tributaries to allow the tributaries to enter at grade. Up and downstream of the tributaries the top of the bank protection will maintain a generally consistent elevation. At the confluence of the tributaries the top of the bank protection will drop down to accommodate the tributaries inlet. The 15-foot wide bluff access road will cross the tributaries as Low Flow Dip Crossings. In order to meet at grade, the tributaries will be slightly benched, which will also maintain sediment flow (Figure 14). These crossings will be stabilized to prevent erosion. The stabilized crossings must meet the design parameters established by RCFC&WCD on the approved plans within the width of the crossing. These crossings will be 20 feet in width for the length of each tributary opening.

#### Grade Control Structures

Grade control structures occur at seven general locations, including upstream property boundary, underneath the future single-span bridge, confluence with the tributaries, and downstream property boundary, to maintain the elevation of the channel invert and reduce

erosion. Should maintenance be necessary at a grade control structure that does not have an access ramp, access would occur within Bedford Wash along the development side 20-foot wide maintenance zone that is unimproved (natural bottom), with authorization to cut any vegetation (leaving roots) that prevents linear access between grade control structure with biological oversight.

### *5.7 Bedford Canyon Wash Debris Basin*

The debris basin, approximately 4.20 acres and located in the Easement Area just upstream of the Project boundary and outside of the Conservation Easement, is designed to capture the large boulders/debris while allowing remaining sediment and smaller debris to pass downstream. The basin is located just north of the jurisdictional boundary of the Wash and west of the Project boundary on land AHH secured through an easement. A concrete and riprap apron line the upstream edge of the basin, which is designed to protect from scour associated with flows entering the basin. The remainder of the basin is soft bottom (Figure 15). An access road and ramp provide access the bottom of the basin for any necessary repairs. Vegetation in the basin is not encouraged and will be removed by maintenance activities. The basin is at the same elevation as the widened and restored Wash to allow for small and suspended sediment transport.

Flows from small storm events, such as the 85<sup>th</sup> percentile storm event used for water quality calculations, never reach the Project site within the Wash. The combination of low flow and high infiltration rates capture the small storms before they reach the debris basin. However, in a 2-year storm event, which is an approximately 75% percentile storm event, the flow increases to approximately 800 cubic feet per second (cfs). Flows during a 2-year event would flow down into the upstream debris basin before continuing downstream within the widened and restored Wash.

The purpose of the debris basin is to capture only the largest debris, such as large boulders or logs while allowing smaller sediment and debris to pass downstream. This goal is accomplished by the limited size of the debris basin. The debris basin is sized for 100 to 150 cfs., while a 2-year storm event is approximately 800 cfs. Therefore, in the small, routine storm events, the basin will fill quickly and all other sediment-laden flows will continue downstream. During storm events, large boulders tend to travel along the bottom of the Wash, as opposed to being suspended in the flow. The change in elevation of the bottom of the Wash provided by the debris basin is intended to cause the large debris to drop and be captured. The other sediment and smaller debris, which tends to be suspended in the stormflow, will likely pass through the debris basin and continue downstream.

#### *5.7.1 Frequency of Maintenance of the Debris Basin*

Maintenance of the debris basin will be conducted by RCF&WCD on a periodic, as needed, basis. Maintenance activities include removal of large boulders/debris deposited within the debris basin and removal of any vegetation. In the unlikely event that sediment accumulates such that the capacity of the basin is compromised, the sediment will also be removed. Furthermore, if soil is needed for the repair activities identified in **Section 5.2.1** of this LTMP, then this basin can be used as a source for that material. The rip-rap structures within the debris basin may require

repair if damage occurs during large storm events. Repair to the debris basin structures will occur as needed annually, outside of the bird nesting season to the extent feasible. If repair activities are necessary within the nesting season, such activities will first be cleared with RCRCO to ensure no impacts to vegetation that could support nesting birds occur.

Repair of the debris basin shall occur from designated access roads or from within the basin. Access to the basin from the Wash shall be prohibited unless specially permitted as a repair exception by RCRCO and monitored by a RCRCO biologist.

### *5.8 Permitting*

The regulatory permits for the Project authorize long-term maintenance of the Wash in accordance with the provisions specified in this document and the accompanying long-term streambed alteration agreement (1600-2016-0018-R6).

## 6.0 Bedford Master Association (HOA) Responsibilities

Bedford Master Association is the future homeowner's association regulating and managing the development to the north of the Wash. Bedford Master Association, referred to herein as HOA, shall be responsible, following the Establishment Period, for removing trash and vegetation from the bluff access road, repairing fencing and signage along the north side of the Wash, and reseeding and monitoring following major sediment removal and structure repair as detailed below.

### 6.1 Bluff Access Road Vegetation and Trash Removal

Following the Establishment Period, the HOA shall maintain the Bluff Access Road, located south of Bedford Wash and outside of the Conservation Easement, annually by removing accumulated trash and vegetation. Removal of vegetation within the Bluff Access Road shall be conducted by hand tools and include cutting and/or herbicide treatment of vegetation. Any herbicide used shall be approved for aquatic environments and shall not be applied during conditions that could allow herbicide to blow beyond the boundary of the Bluff Access Road. All other maintenance of the Bluff Access Road shall be conducted by RCFC&WCD.

### 6.2 Fence and Signage Repair

The HOA, or CFD, shall be responsible for maintain the fence located just outside of the CE area along the north side of the Bedford Wash. The integrity of the fence, include the gates or bollard at each access ramp shall be maintained to discourage unauthorized access into the Wash. The signage placed every 300 feet and on each access ramp gate shall also be maintained as another means of discouraging unauthorized access.

### 6.3 Monitoring During Repair or Maintenance Work

If at any time RCFC&WCD must perform structural repair work or major maintenance of the Wash, such as removal of accumulated sediment, RCFC&WCD shall notify RCRCO, AHH, and the HOA if work occurs after completion of the Establishment Period. The HOA, or AHH if during the Establishment Period, shall be responsible for hiring RCRCO (Biological Monitor), to monitor RCFC&WCD's repair or major maintenance work. The biological monitoring shall determine the limits of disturbance, the removal of native vegetation, if any, and the potential impact to nesting birds, if any. Biological monitoring may include conducting a pre-work nesting bird survey if the potential exists for nesting birds to occur in or near the work area.

### 6.4 Re-Seeding

Following completion of the Establishment Period, HOA shall be responsible for reseeding areas impacted by repair or maintenance that exceed the 1.2-acres within a 5-year period outlined within **Section 4.2.3**. If the work occurs during the Establishment Period, AHH shall be responsible for the re-seeding as outlined below.

Examples of when reseeding must occur include:

- Following repair of bank protection
- Following replacement of soil resulting from erosion

- Following removal of sediment or debris over a large area
- Following repair of grade control structures

HOA or AHH, if appropriate, under the direction of the Biological Monitor specified in **Section 6.2**, shall use its discretion on the extent of reseeding. AFSS is by nature sparse in its vegetative coverage. Therefore, the Biological Monitor should analyze the need for reseeding based on the extent of work and amount of prior vegetation coverage. The seed mix shall be consistent with the AFSS seed mix outlined in Exhibit B and shall be hand broadcast and raked into the area of disturbance.

## 7.0 Responsible Parties

The focus of this LTMP is to preserve and maintain the habitat and conservation values that become established within the Conservation Area in perpetuity. Maintenance responsibilities are broken down into three categories: maintenance of vegetation, repair of structures, and maintenance of erosion and sediment removal. Please see Table 55 and Figures 7 and 8 for the breakdown of acreages found within the widened and restored Wash and responsible parties for the maintenance responsibilities, assuming completion of the Establishment Period.

<b>Table 5. Maintenance Responsibilities</b>		
<b>Responsibility</b>	<b>Acreage<sup>1</sup></b>	<b>Responsible Party</b>
Maintenance of Plantable Bottom	17.31	RCRCD
Maintenance of Plantable Banks	6.59	RCRCD
Repair of Grade Control Structures	1.45	RCFC&WCD
Repair of Wash Access Crossings	0.22	RCFC&WCD
Repair of Bank Protection - Riprap	4.56	RCFC&WCD
Repair of Bank Protection – Riprap (grouted)	0.17	RCFC&WCD
Repair of Tributary Riprap	0.14	RCFC&WCD
Maintenance of minor erosion or sediment accumulation	-	RCRCD
Replacement of eroded soil <sup>1</sup>	-	RCFC&WCD
Reseeding following maintenance or repair	-	RCRCD/HOA
Access Ramps	0.44	RCFC&WCD
Bluff Access Road <sup>2</sup>	1.88	RCFC&WCD
Bluff Setback Area <sup>3</sup>	2.17	RCFC&WCD
Bluff Setback Area - Rock	0.25	RCFC&WCD
<b>Maintenance of Basin:</b>	<b>4.20</b>	
<i>Debris Basin 1 (boulder/sediment removal)</i>	<i>1.29</i>	<i>RCFC&amp;WCD</i>
<i>Debris Basin Bank Protection</i>	<i>2.29</i>	<i>RCFC&amp;WCD</i>
<i>Debris Basin Road and Ramp</i>	<i>0.62</i>	<i>RCFC&amp;WCD</i>

<sup>1</sup> Replacement of soil will occur if caused by maintenance or repair of flood control structures.  
<sup>2</sup> Class 2 Base and concrete.  
<sup>3</sup> Consist of graded native soil.

## 8.0 Transfer, Replacement, Amendments, Notices, and Funding

### 8.1 Permit Transfer

It is currently the intent of AHH to implement the authorization granted by the regulatory permits. Should AHH transfer or sell its interest in the Property, AHH shall transfer all regulatory permits to the new owner and all rights and obligations outlined in this LTMP shall transfer to the new property owner.

### 8.2 Land Management

It is currently AHH's intent to transfer fee title of the Right-of-Way Area to the RCFC&WCD, subject to the terms and conditions of this LTMP and CE.

### 8.3 Notices

Any notices regarding this LTMP shall be directed as outlined within **Section 1.1** and as stated in the CE.

### 8.4 Contact List

**Table 6. Contact List**

Name	Company/Agency	Phone Number	Email Address
John Sherwood	Arantine Hills Holdings, LP	951-739-9713	jsherwood@nwhm.com
Peter Carlson	Carlson SLS	949-289-3625	pcarlson@carlsonsls.com
James Thiede	USFWS	760-431-9440	james_thiede@fws.gov
Julisa Portugal	CDFW	909-980-3818	julisa.portugal@wildlife.ca.gov
Jason Bill	RWQCB	951-782-3295	jason.bill@waterboards.ca.gov
Kerwin Russell	RCRCD	951-683-7691	russell@RCRCD.org
Henry Olivo	RCFC&WCD	951-955-1214	holivo@rcflood.org

## **9.0       References**

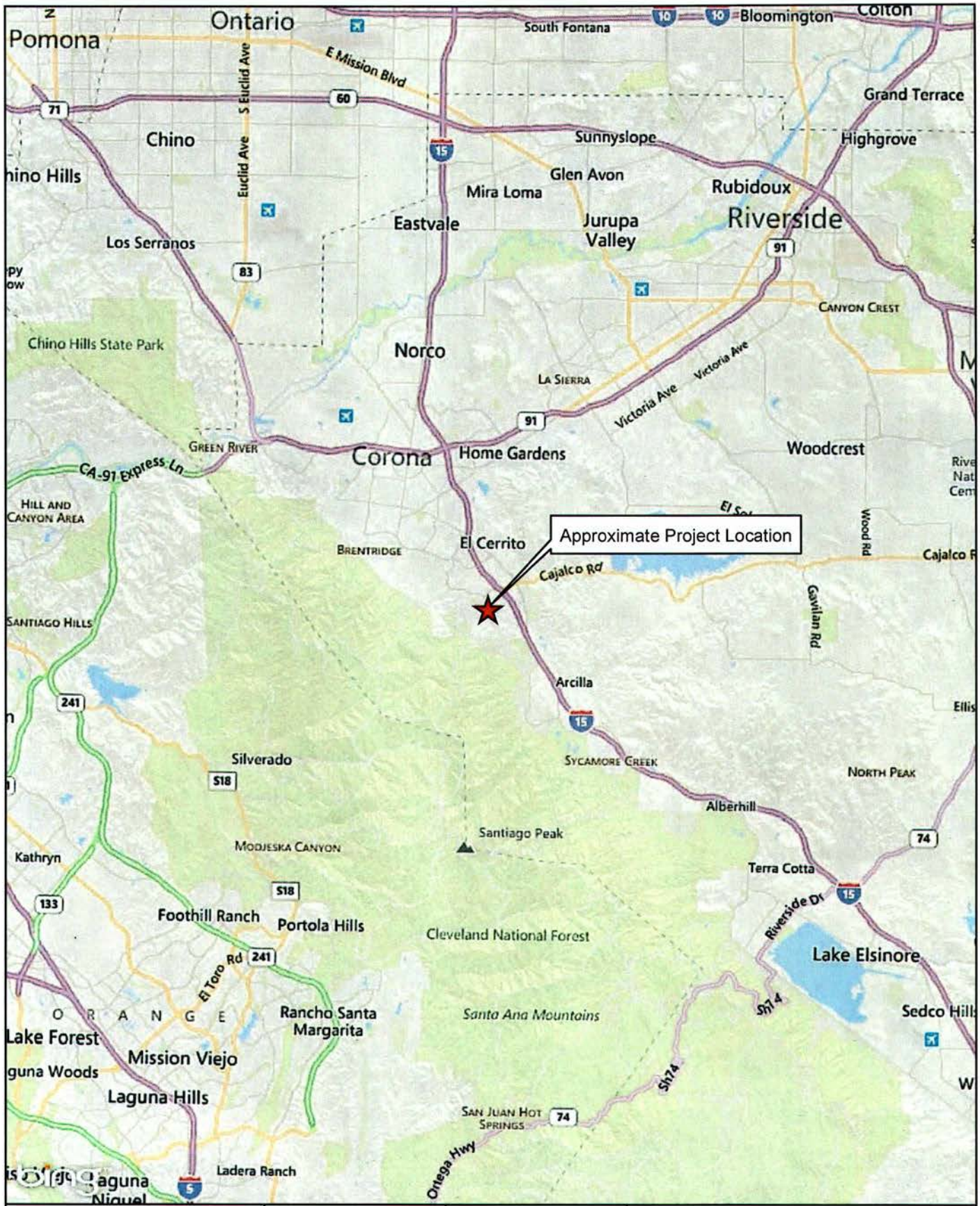
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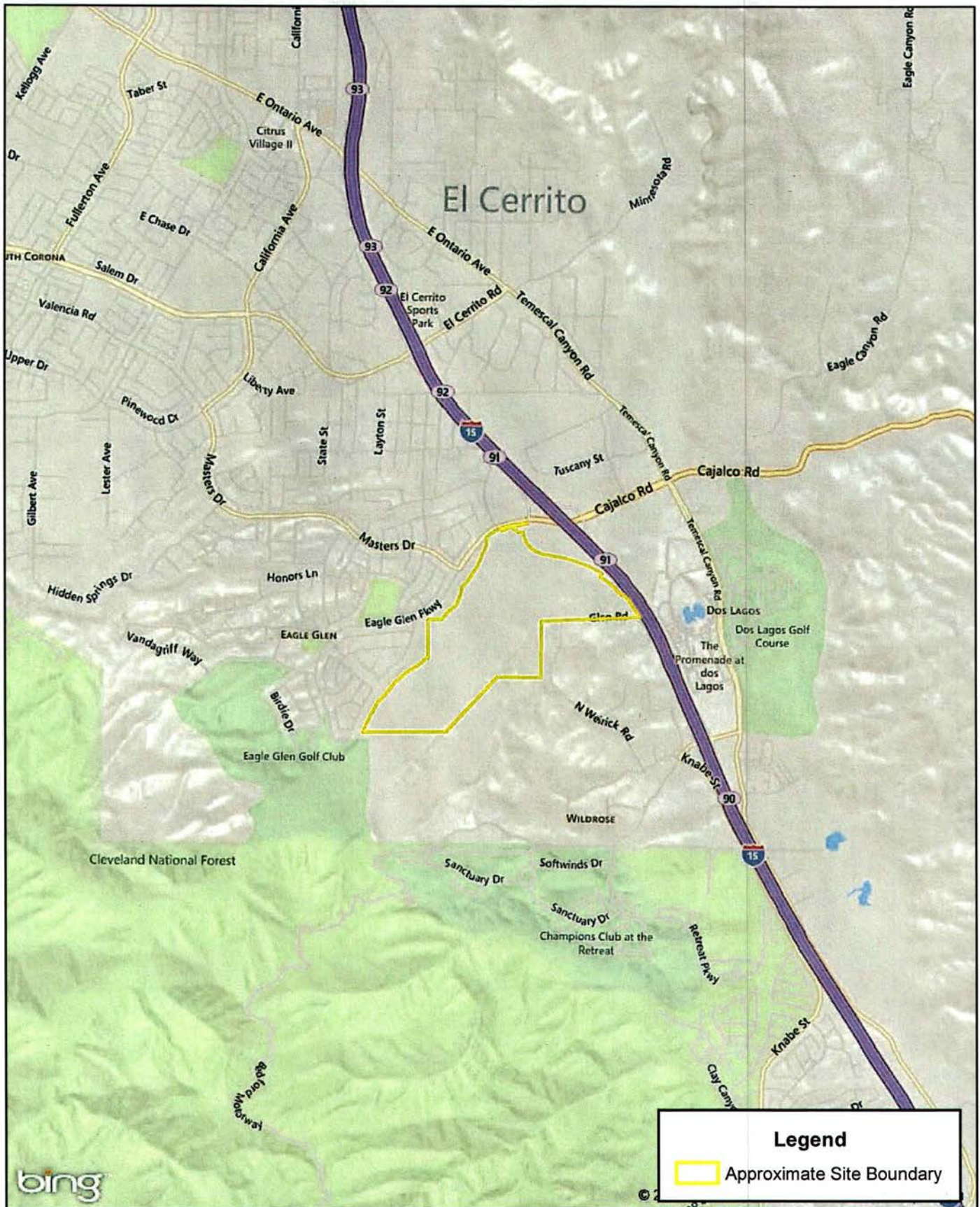


## FIGURES



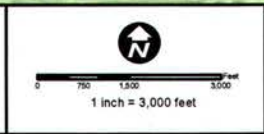
<p>Prepared By: Carlson SLS</p> <p>Map Created: 12/01/2014</p>		<p>Data Source: Bing Maps</p>	<p>Arantine Hills Development Project <b>Regional Location Map</b></p>
--	--	-------------------------------	--

FIGURE 1



Prepared By:  
Carlson SLS

Map Created: 12/01/2014



Data Source: Bing Maps

**Legend**

Approximate Site Boundary

**Arantine Hills Development Project  
Project Vicinity Map**

**FIGURE 2**

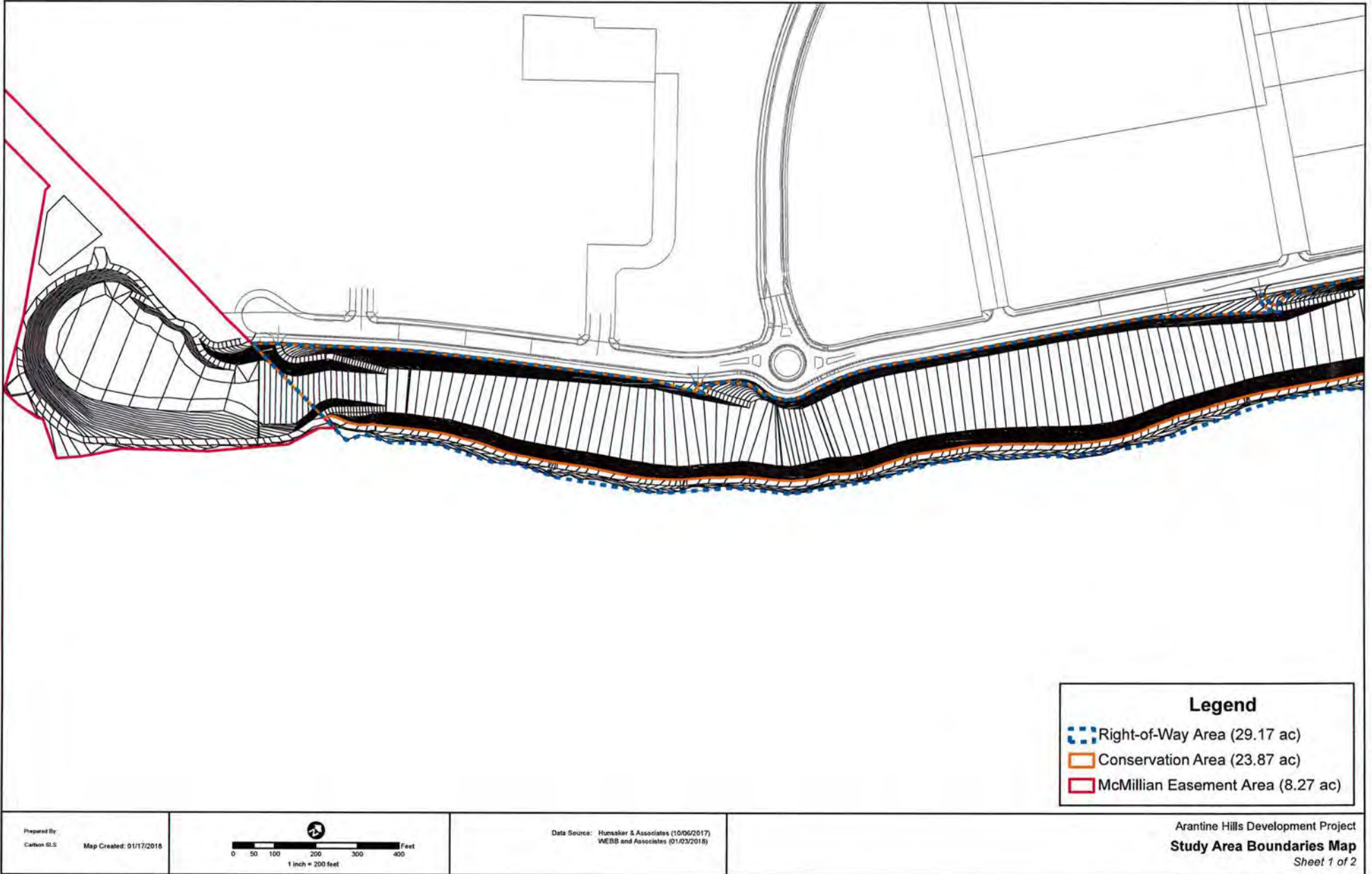
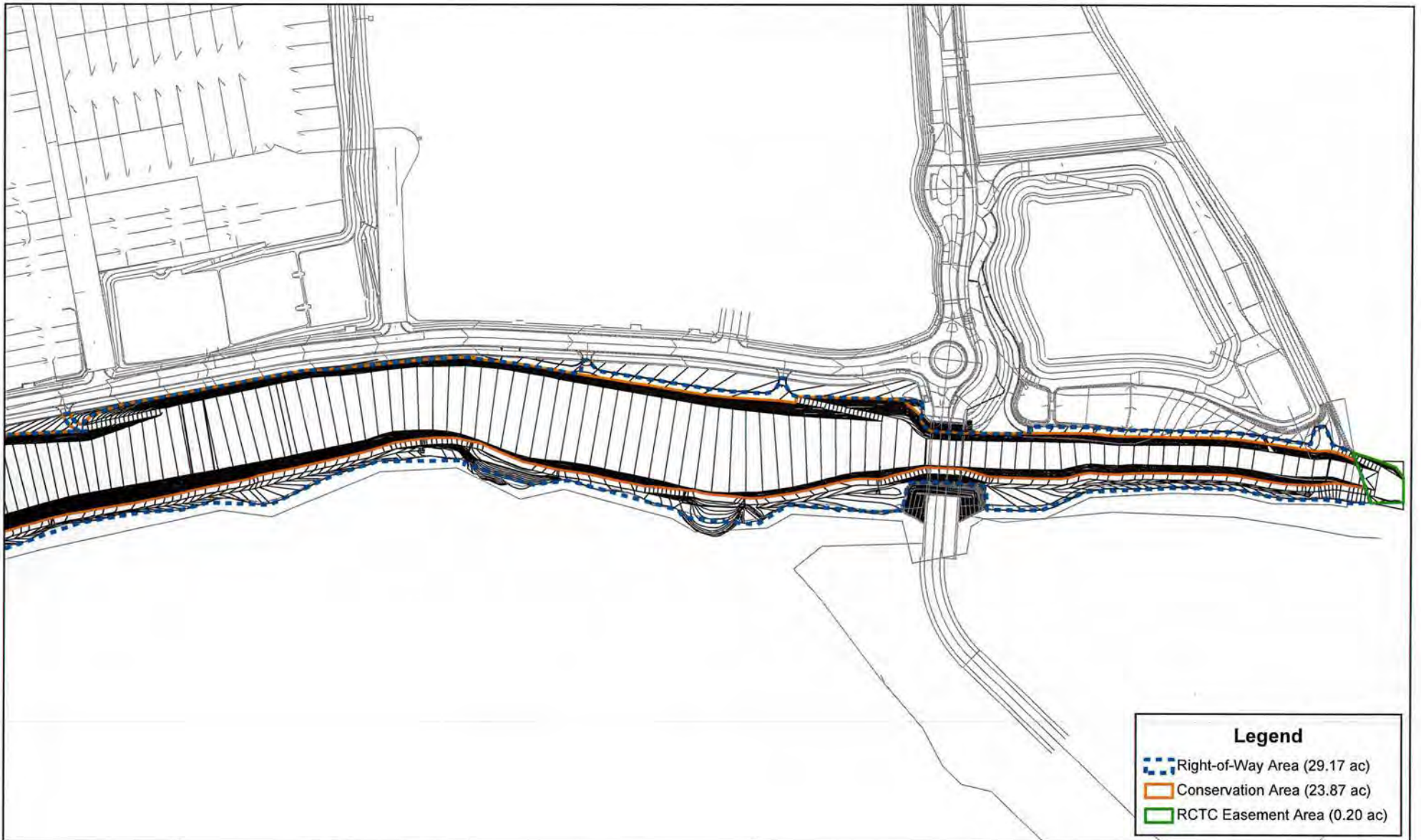


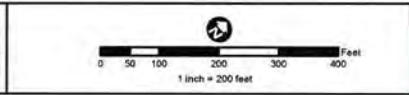
Figure 3



**Legend**

- Right-of-Way Area (29.17 ac)
- Conservation Area (23.87 ac)
- RCTC Easement Area (0.20 ac)

Prepared By  
Carlson SLS  
Map Created: 01/16/2018



Data Source: Hunsaker & Associates (10/06/2017)  
WEBB and Associates (01/03/2018)

Arantine Hills Development Project  
**Study Area Boundaries Map**  
Sheet 2 of 2

Figure 4

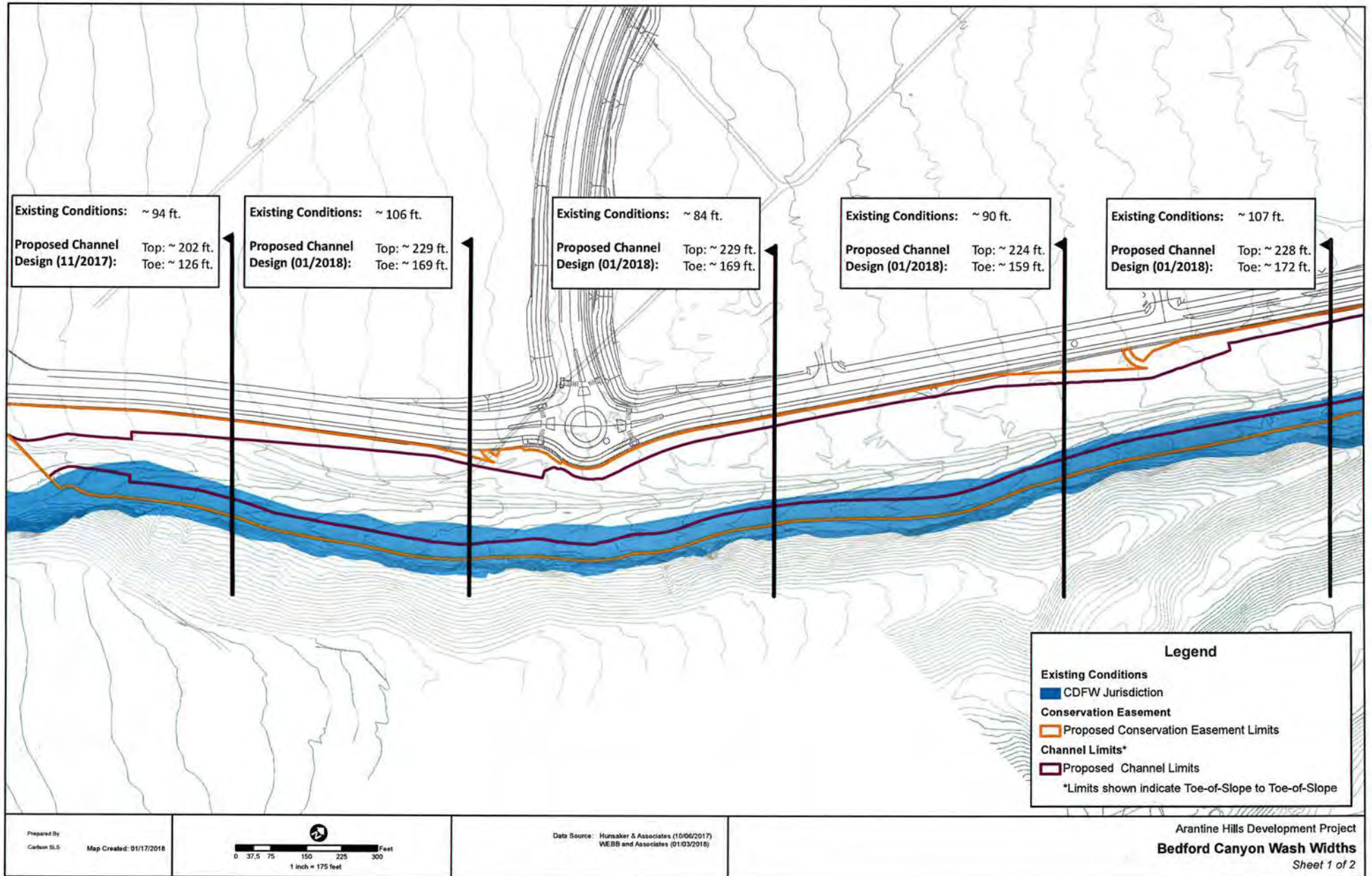


Figure 5

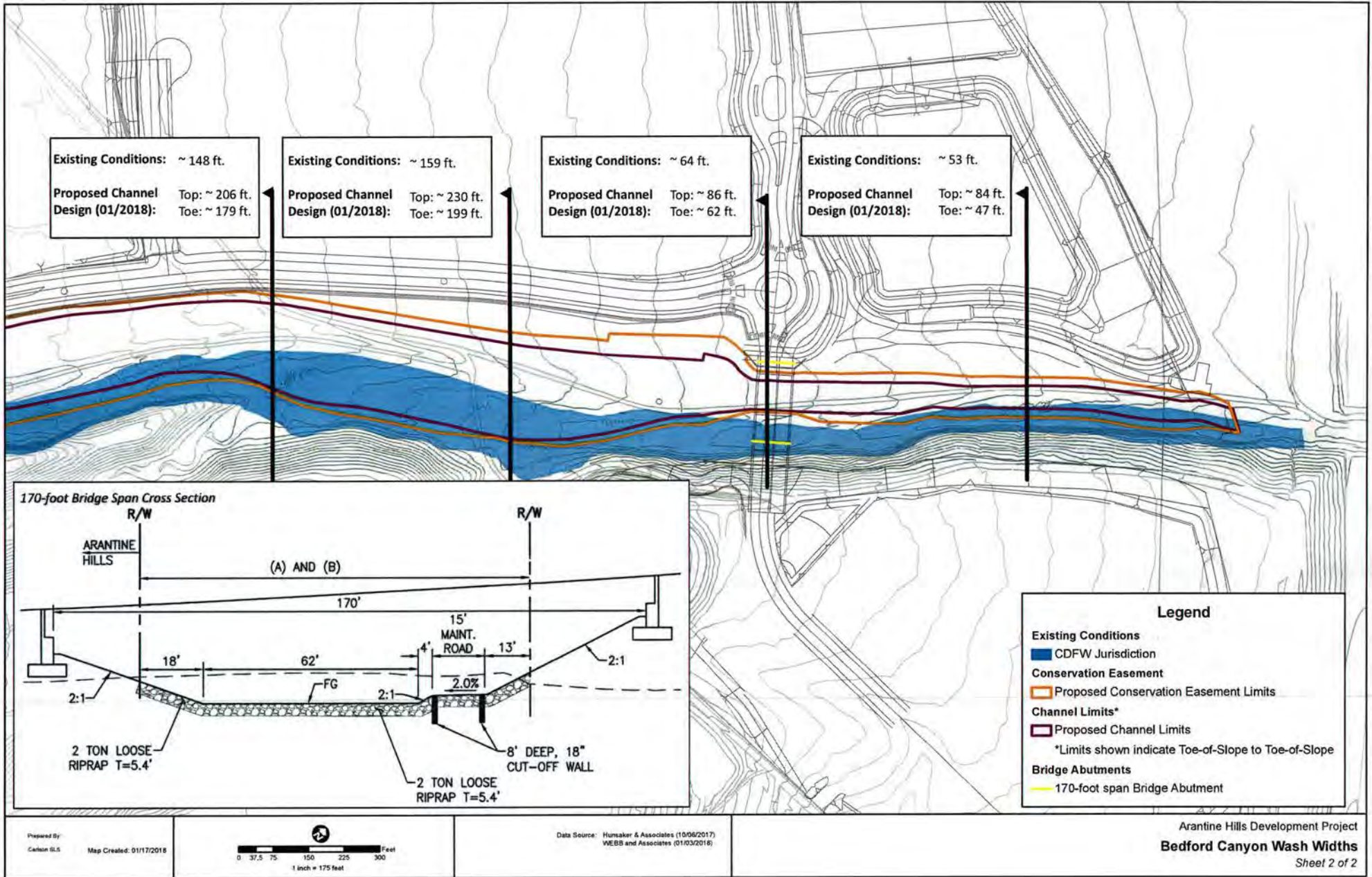


Figure 6

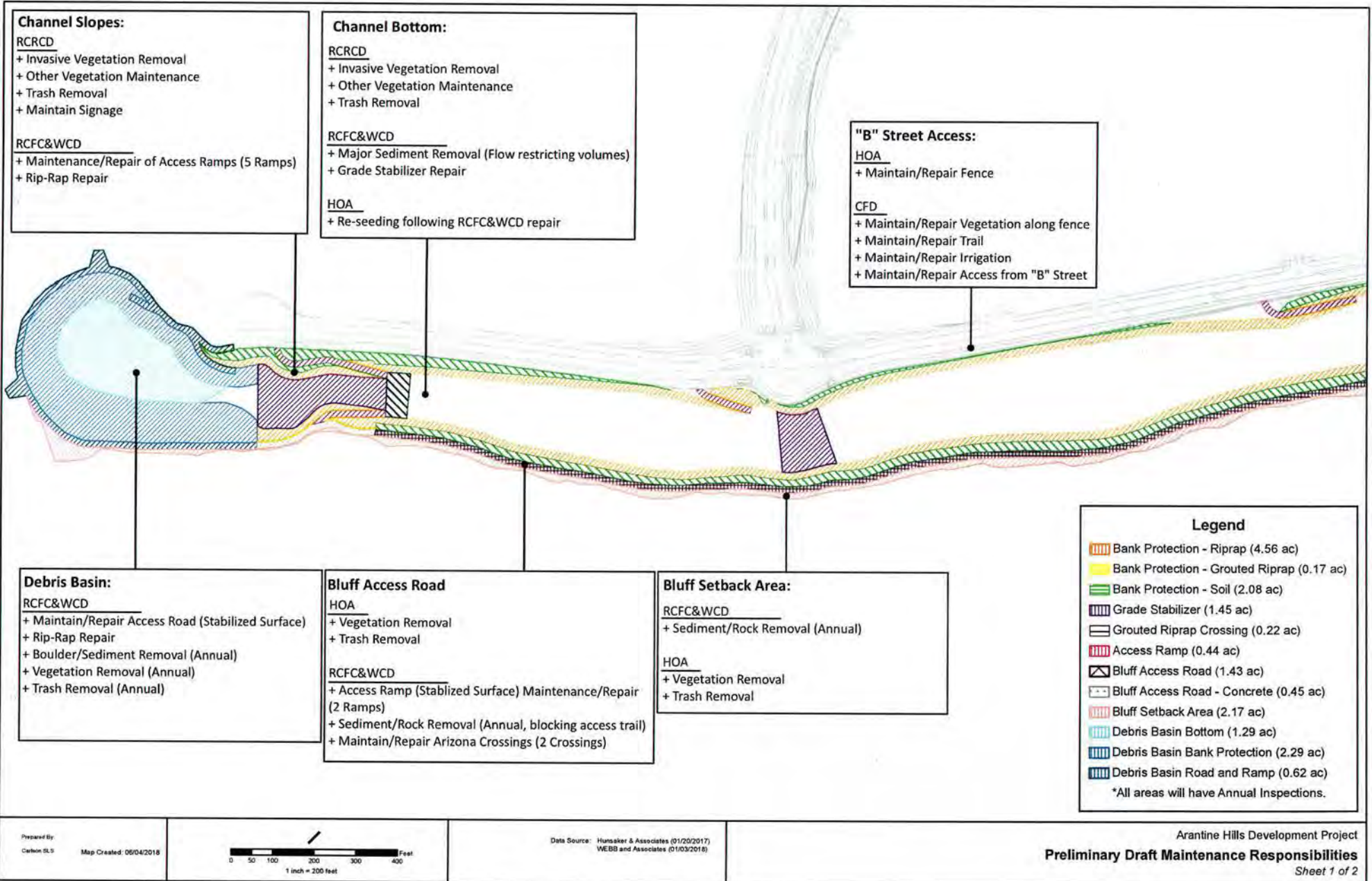


Figure 7



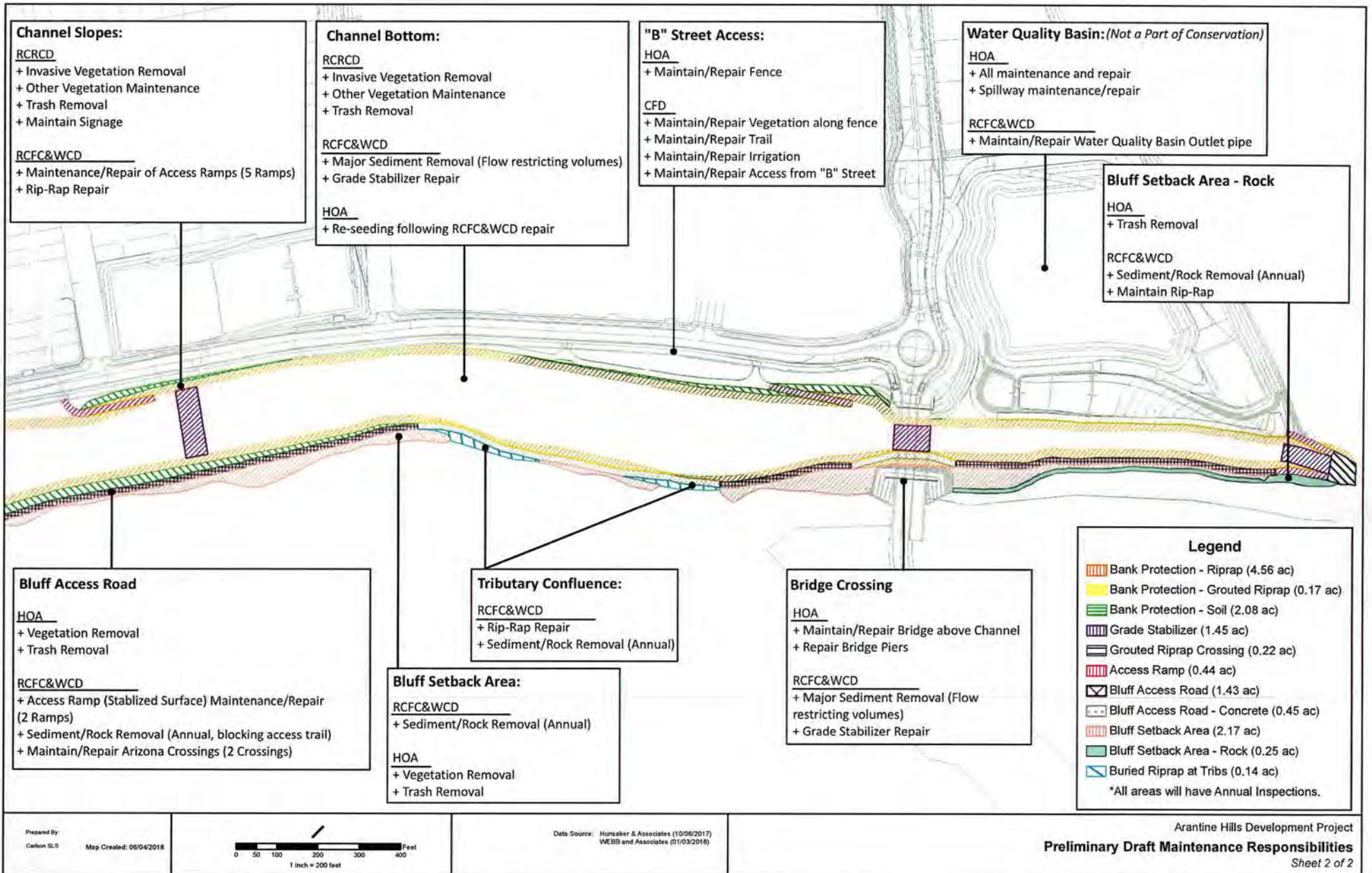
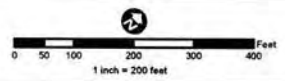


Figure 8



Legend	
<span style="display:inline-block; width:15px; height:10px; background-color: #8B4513; border: 1px solid black;"></span>	Total Plantable Bottom Area (17.31 ac)
<span style="display:inline-block; width:15px; height:10px; background-color: #32CD32; border: 1px solid black;"></span>	Total Plantable Slope Area (6.59 ac)
<span style="display:inline-block; width:15px; height:10px; background-color: #A9A9A9; border: 1px solid black;"></span>	Total Non-Plantable Area (0.83 ac)
<span style="display:inline-block; width:15px; height:10px; border: 2px solid orange;"></span>	<b>Conservation Easement (23.87 ac)</b>
	Plantable Bottom (16.85 ac)
	Plantable Slopes (6.38 ac)
	Non-Plantable Areas (0.64 ac)
	<b>Outside Conservation Easement (0.87 ac)</b>
	Plantable Bottom (0.46 ac)
	Plantable Slopes (0.21 ac)
	Non-Plantable Areas (0.20 ac)

Prepared By:  
Carlton BLS  
Map Created: 01/17/2018



Data Source: Hunsaker & Associates (10/06/2017)  
WEBB and Associates (01/03/2018)

Arantine Hills Development Project  
**Plantable Areas**  
Sheet 1 of 2

Figure 9

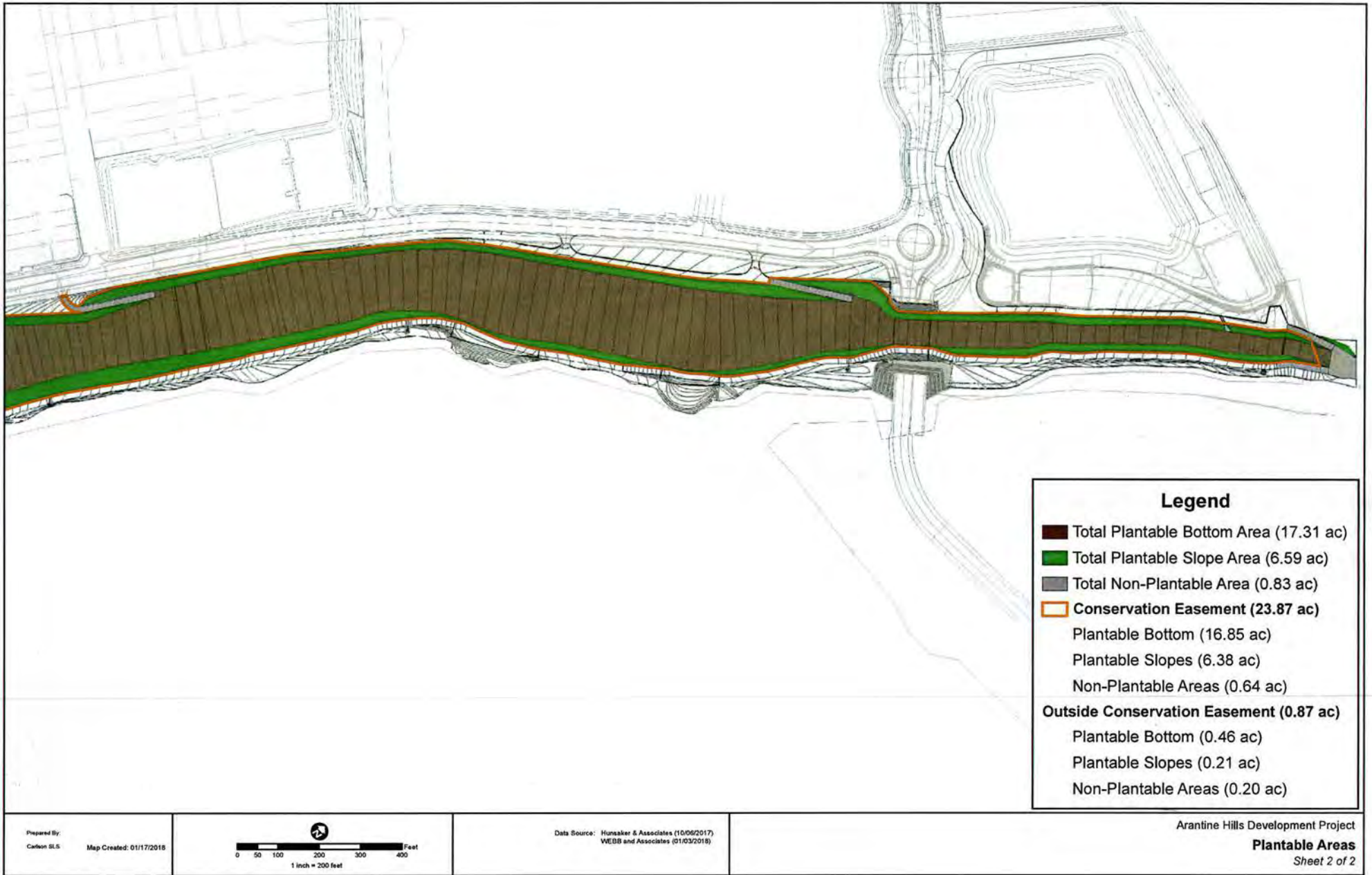


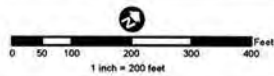
Figure 10



**Legend**

- Restored Bedford Wash**
- Natural Bottom Wash
- Buried Bank Protection
- Grade Control Structure
- Debris Basin Bottom
- Debris Basin Bank Protection
- Debris Basin Road and Ramp
- Access to Structures**
- Access Ramps
- Grouted Riprap Crossing
- 10-foot Grade Control Structures Repair Zone
- 20-foot Bank Protection Repair Zone
- 15-foot Bluff Access Road (Class 2 Base and concrete)
- Bluff Setback Zone

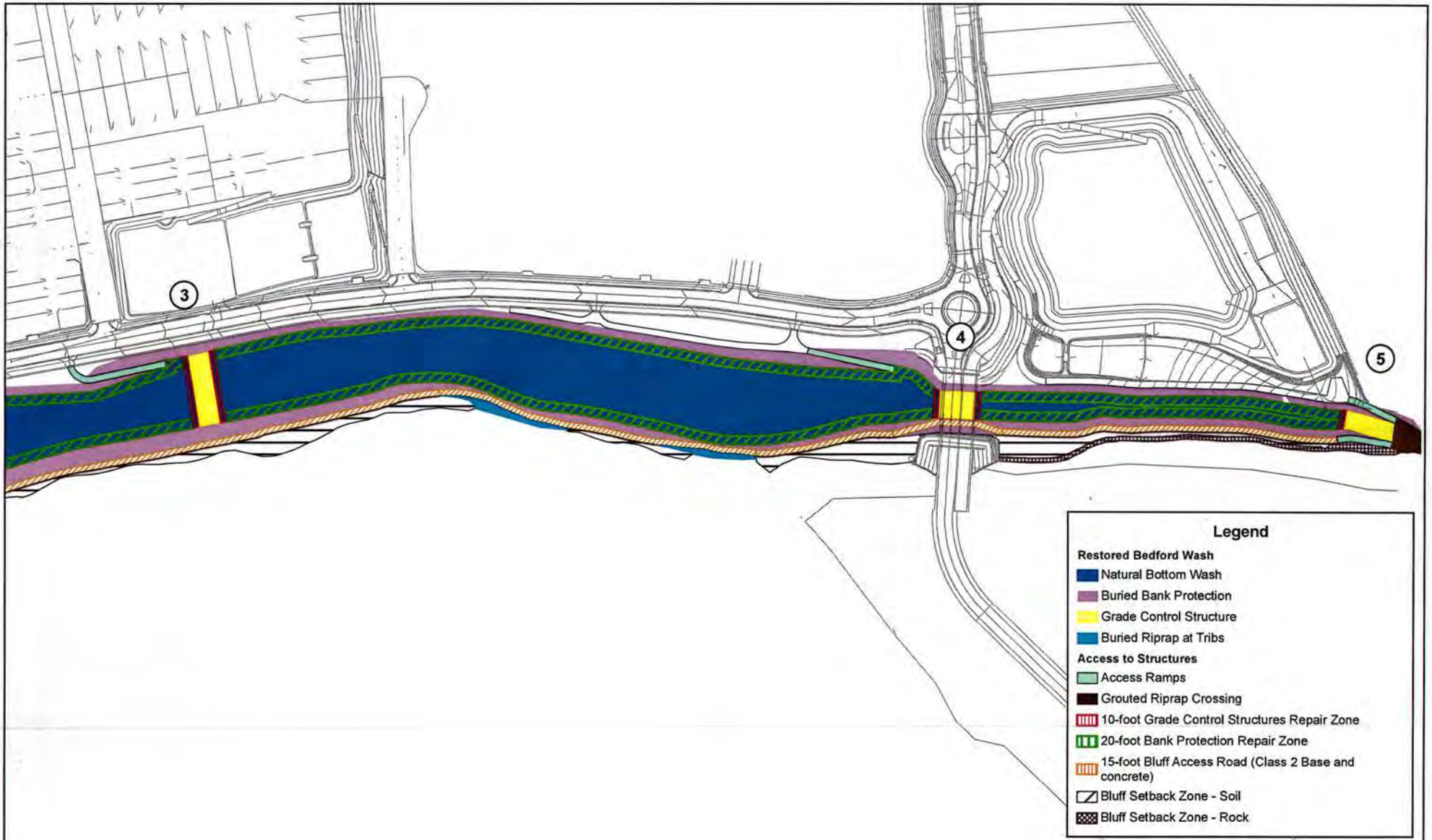
Prepared By:  
Carlton SLS  
Map Created: 01/17/2018



Data Source: Hunsaker & Associates (10/06/2017)  
WEBB and Associates (01/03/2018)

Arantine Hills Development Project  
**Access to Repair Riverside County Flood Control District Structures- Details**  
Sheet 1 of 2

**Figure 11**



Prepared By:  
Carbon SLS  
Map Created: 01/17/2018

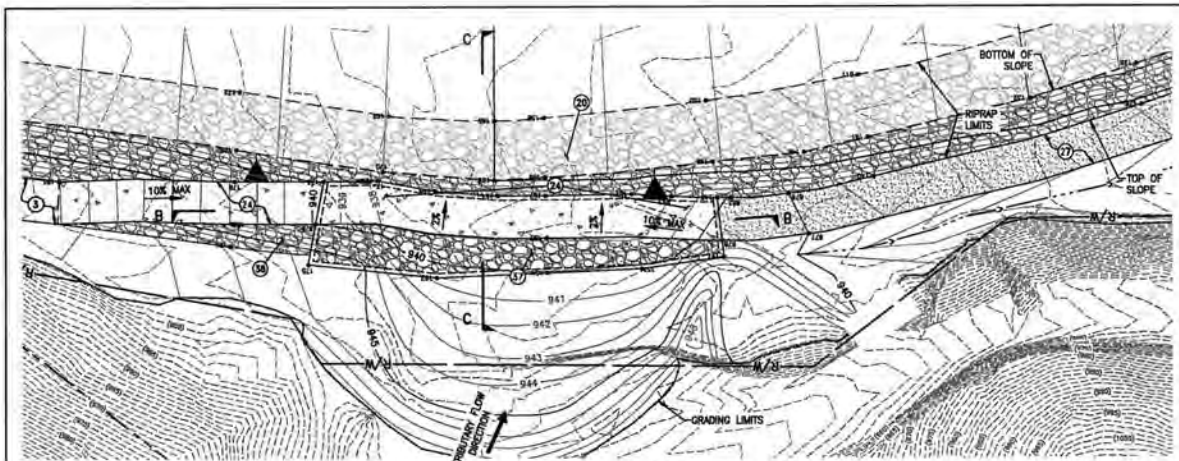


Data Source: Humaker & Associates (10/06/2017)  
WEBB and Associates (01/03/2018)

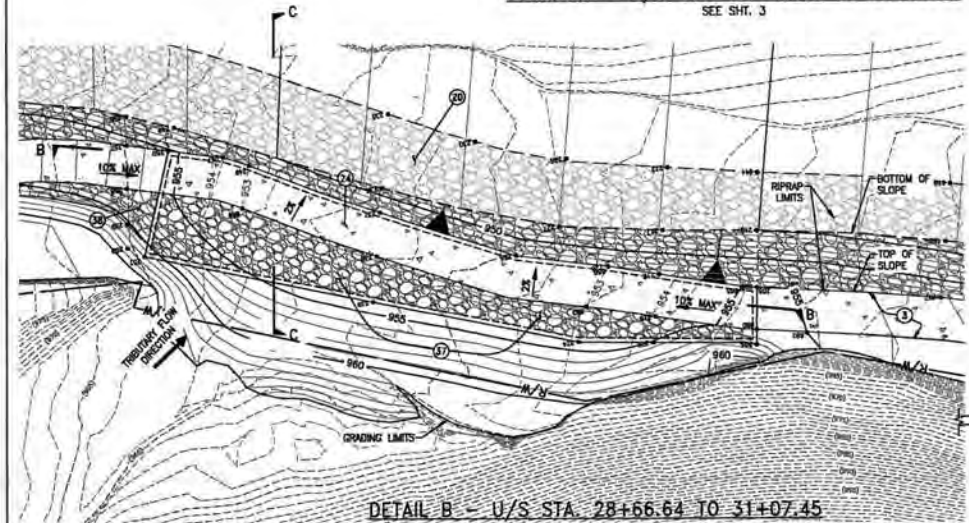
Arantine Hills Development Project  
**Access to Repair Riverside County Flood Control District Structures- Details**  
Sheet 2 of 2

Figure 12



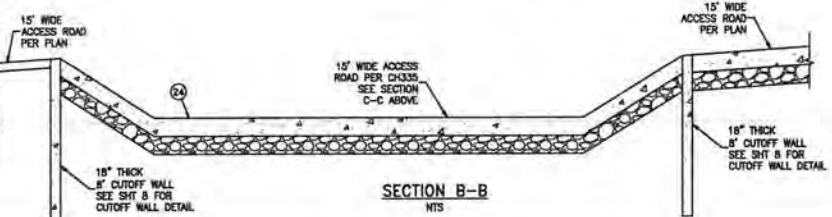
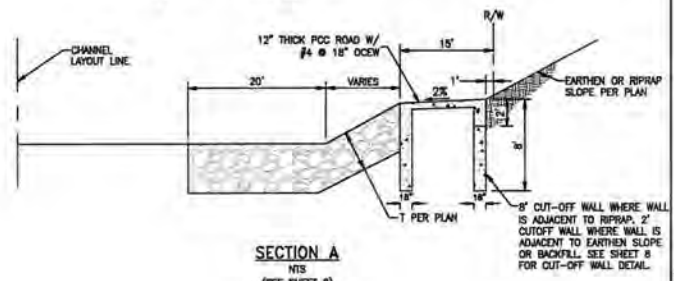
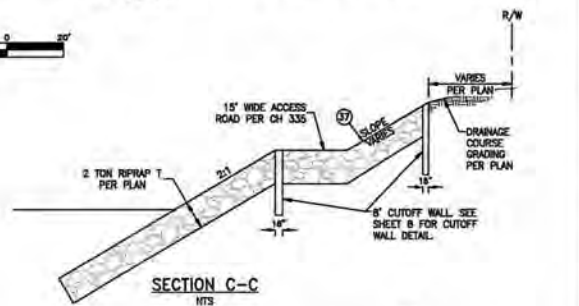


**DETAIL A - D/S STA. 24+49.16 TO 25+50.87**  
SEE SHT. 3



**DETAIL B - U/S STA. 28+56.64 TO 31+07.45**  
SEE SHT. 4

- CONSTRUCTION NOTES:**
- ③ CONSTRUCT 3" ASPHALT ADJACENT TO ROAD PER DETAIL A ON SHT. 2
  - ⑩ INSTALL 2 TON RIPRAP, T=5.4' PER DETAILS HEREOF
  - ⑭ CONSTRUCT 15' WIDE 1/2 TON RIPRAP T= 4.3' ACCESS ROAD AND RAMP GROUDED TO BE DRIVEABLE PER RCP&MG STD. DWG. NO. CH335.
  - ⑰ CONSTRUCT 3" THICK CLASS II BASE ACCESS ROAD
  - ⑲ CONSTRUCT GROUDED 1/2 TON RIPRAP (T= 4.3') PER CALTRANS SPECIFICATIONS
  - ⑳ CONSTRUCT 1/2 TON LOOSE RIPRAP, T = 4.3' PER TYPICAL CHANNEL SECTION DETAIL ON SHT. 10



Don't Dig Until You Call!  
U.S.A. Toll Free  
1-800-327-2000  
By the way...  
Don't forget  
Call us now!  
We'll be there when you call.

**ALBERT & ASSOCIATES**  
ENGINEERING CONSULTANTS  
3708 MANDY STREET, RIVERSIDE, CA, 92506  
P.O. BOX 1088-1070 / FAX (951) 798-1294

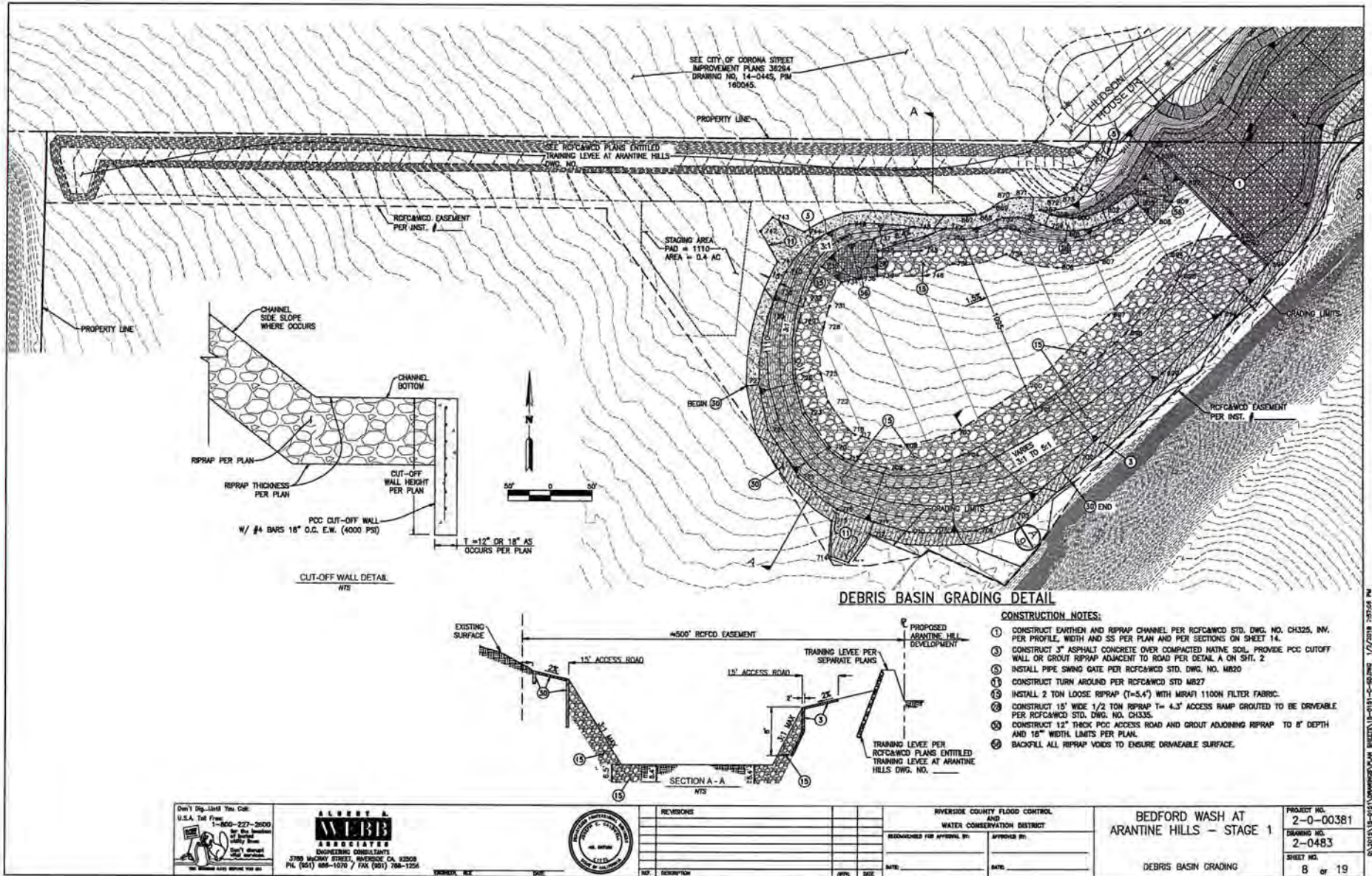


NO.	REVISIONS	DATE

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
DESIGNED FOR APPROVAL BY: \_\_\_\_\_  
APPROVED BY: \_\_\_\_\_  
DATE: \_\_\_\_\_ DATE: \_\_\_\_\_

**BEDFORD WASH AT ARANTINE HILLS - STAGE 1**  
PROJECT NO. 2-0-00381  
DRAWING NO. 2-0483  
SHEET NO. 9 of 19  
MISCELLANEOUS DETAILS

**Figure 14**



Don't Dig... Until You Call!  
 U.S.A. Toll Free  
 1-800-277-3000  
 by the American  
 Safety Council  
 Don't dig until  
 you call 800-277-3000  
 The National Safe Digging Year Act

**WELB**  
 ASSOCIATES  
 ENGINEERING CONSULTANTS  
 3785 WOODRY STREET, RIVERSIDE, CA 92509  
 PH (951) 885-1070 / FAX (951) 788-1254



NO.	DESCRIPTION	DATE

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

DESIGNED FOR APPROVAL BY: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

BEDFORD WASH AT ARANTINE HILLS - STAGE 1

DEBRIS BASIN GRADING

PROJECT NO. 2-0-00381  
 DRAWING NO. 2-0483  
 SHEET NO. 8 of 19

Figure 15



## **Appendix A**

Arantine Hills PAR Costs for 23.87 acres of AFSS(ASS) - Bedford Wash, Corona, CA.

Good for 60 days

11/5/2020

Task #	Activity	Description	Period	Cost	Area or Item	Rate
1 a	Adm	Annual Activity Report For Regulatory files (1600 Permit)	every four years	360	4.3 of LTMP	4 hrs @ 90/hr
1 b	Admin	Accounting	annually	280		
1 c		Legal		350		
1 d	Admin	Audit	annually	500		
					Third party insurance	
1 e	Adm	Third party insurance coverage	perpetuity	250	coverage	
1 f	Adm	1600 Permit use for maintenance work Enforcement & Compliance monitoring for weeds, minor trash removal, debris, wildlife usage, photos	annually	500		
2 a	Monitoring		bi-annually	1,750	4.1.1 of LTMP	25 hrs @ 70/hr
3 a	Weed Control	Control of woody exotics, monitoring of outlier populations of noxious weeds. No broom or widespread grass control	annually	5,325	4.2.1 of LTMP	averaging 5 acres per year at 1,065 per acre
3 b	Minor Erosion Repair	handwork and straw wattles	as needed	1,142	4.2.2 of LTMP	\$532 for equipment/misc and \$610 for labor costs
4 a	Coordination with RCFC	Coordination and maintenance of flood control structures	as needed	120	5.1, 5.2.2, 5.3.1 of LTMP	2 hours @ 60/hr
4 b	Coordination with RCFC	Reseeding of 1.2 acres every five years	every five years	1,768	5.4 of the LTMP	
4 c	Coordination with RCFC	Monitoring of Reseeding	every five years	160	5.4 of the LTMP	\$800 for monitoring of 1.2 acres of reseeded
5 a	Coordination with HOA	Domestic animal control & damage notification	as needed	60	4.1.1, 4.1.2 & 4.2.4 of LTMP	1 hour @ 60/hr

6 a	Mileage	Mileage to site	quarterly	145	250 @ IRS rate of .58
	Supplies/Equipmen				
7 a	t	Supplies/Equipment	annually	100 hand tools	
Sub-Total	Direct Costs	sum of items 1-7		12,810	Total Annual Costs
					Unforeseen
8 a	10% Contingency	10% of all costs		1,281	circumstances
9 a		<b>Sub-total</b>		<b>14,091</b>	
10 a		<b>Inflation</b>		<b>423</b>	
11 a		<b>TOTAL</b>		<b>14,514</b>	
		<b>Endowment @ 3.5%</b>		<b>\$414,686</b>	

- (1) These cost estimates are valid until December 1, 2020.
- (2) These costs assume that the owner will be responsible to maintain, repair and replace any fences and access roads.
- (3) These costs assume that RCRCO will have no responsibility to maintain, repair or replace any trails, flood infrastructure or bank protection.
- (4) Items 1.a & 1.e are based on using the RCRCO's permits for working in jurisdictional areas.
- (5) Maintenance of any basins are outside of this PAR and will be maintained by others
- (6) Major trash removal by RCFC
- (7) These costs may change based on additional requirements by regulatory agencies

## **Appendix B**

## Arantine Hills Residential Development Conceptual Palette

Preliminary Planting Palette within Restored Bedford Canyon Wash		
Species	Planting Type	Density
Black sage ( <i>Salvia mellifera</i> )	Seed	2 pounds per acre
Brittlebush ( <i>Encelia farninosa</i> )	Seed	4 pounds per acre
California buckwheat ( <i>Eriogonum fasciculatum foliolosum</i> )	Seed	2 pounds per acre
Chamise ( <i>Adenostoma fasciculatum</i> )	Seed	0.5 pound per acre
California goldfields ( <i>Lasthenia californica</i> )	Seed	2 pounds per acre
California poppy ( <i>Eschscholzia californica</i> )	Seed	3 pounds per acre
Clustered tarweed ( <i>Deinandra fasciculata</i> )	Seed	2 pounds per acre
Deerweed ( <i>Acmispon glaber</i> )	Seed	1 pound per acre
Desert Broom ( <i>Baccharis sarothroides</i> )	Seed	1 pound per acre
Laurel Sumac ( <i>Malosma laurina</i> )	Seed	3 pound per acre
Miniature lupine ( <i>Lupinus bicolor</i> )	Seed	0.5 pound per acre
Mulefat ( <i>Baccharis salicifolia</i> )	Cuttings	75 Total, every 250-feet
Purple needlegrass ( <i>Nassella pulchra</i> )	Seed	5 pounds per acre
Sweetbush ( <i>Bebbia juncea</i> )	Seed	1 pound per acre
Thickleaf yerba santa ( <i>Eriodictyon crassifolium</i> )	Seed	2 pounds per acre
Tarragon ( <i>Artemisia dracunculus</i> )	Seed	2 pounds per acre
White sage ( <i>Salvia apiana</i> )	Seed	1.5 pounds per acre

## **Appendix C**

# Arantine Hills Residential Development

Annual Review of the Conservation area as required by the the Long-Term Management Plan

## PART I – EASEMENT MANAGEMENT ACTIVITIES

Time period covering \_\_\_\_\_ to \_\_\_\_\_  
dd/mm/yy dd/mm/yy

### 1. REMOVAL OF TRASH OR MAN MADE DEBRIS:

Completed Date(s) Performed: \_\_\_\_\_  
# of Hours: \_\_\_\_\_

Corrective Action/Response Taken: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or

No trash present

### 2. MAINTENANCE OF ANY INFORMATIVE SIGNAGE:

Completed Date(s) Performed: \_\_\_\_\_  
# of Hours: \_\_\_\_\_

Corrective Action/Response Taken: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or

Informative signage did not require maintenance

### 3. HOA MAINTENANCE AND REPAIR OF EXISTING FENCING FOR THE CONSERVATION AREA AS NEEDED:

Completed Date(s) Performed: \_\_\_\_\_  
# of Hours: \_\_\_\_\_

Corrective Action/Response Taken: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or

Fencing did not require maintenance or repair

**4. INVASIVE WEED CONTROL (includes removal of large woody invasive/non-native plants or animal species):**

Completed Date(s) Performed: \_\_\_\_\_  
# of Hours: \_\_\_\_\_

Corrective Action/Response Taken: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or

Invasive weed control was not conducted

**5. CHECK FOR USE OF EASEMENT AREA INCONSISTENT WITH THE TERMS OF THE CONSERVATION EASEMENT (See Part II):**

Completed Date(s) Performed: \_\_\_\_\_  
# of Hours: \_\_\_\_\_

Corrective Action/Response Taken: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**6. RCFCFCD MAINTENANCE OF FLOOD CONTROL STRUCTURES:**

Completed Date(s) Performed: \_\_\_\_\_  
# of Hours: \_\_\_\_\_

Corrective Action/Response Taken: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**PART II**

**PROHIBITED ACTIVITIES**

	<i>Prohibited Activity</i>	<i>(Circle One)</i>		
		Observed	Not Observed	N/A
1.	Supplemental Watering	Observed	Not Observed	N/A
2.	Use of herbicides, pesticides, biocides, fertilizers, or other agricultural chemicals, except as vector control or to control invasive plant species.	Observed	Not Observed	N/A
3.	Fire protection activities	Observed	Not Observed	N/A
4.	Off-Road Vehicle use.	Observed	Not Observed	N/A
5.	Livestock grazing or agriculture.	Observed	Not Observed	N/A
6.	Horseback riding, bicycling, hunting or fishing.	Observed	Not Observed	N/A
7.	Construction or placement of any building, billboard or sign.	Observed	Not Observed	N/A
8.	Dumping or accumulation of trash.	Observed	Not Observed	N/A
9.	Planting of non-native plants	Observed	Not Observed	N/A
10.	Excavation or extraction of minerals/soil.	Observed	Not Observed	N/A
11.	Recent alterations of topography/grading.	Observed	Not Observed	N/A
12.	Recently removed or destroyed trees or shrubs.	Observed	Not Observed	N/A
13.	Activities detrimental to water quality.	Observed	Not Observed	N/A

*(If observed, note the activity # and describe corrective action/ response taken below; attach additional pages if necessary)*

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**PART III**

**BIOLOGICAL MONITORING**

\_\_\_\_\_ # of hours for Biological Monitoring

**Brief description of plant communities including general physical and biological conditions, presence of invasive species, and hydrologic conditions (as applicable).**

*Alluvial fan sage scrub plant communities visual observation:*

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*Alluvial fan sage scrub/upland transition plant communities visual observation*

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*Upland plant communities visual observation:*

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**Wildlife Species observed:**

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**Photo Documentation**

Attach the following:

- a map identifying fixed photo station locations and direction of photograph
- photopages showing site conditions at the time of the biological survey.

**Special Status Species Observations**

*List any additional special status species observed during the biological survey:*

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*List details of the special status species observations, including location, number of sightings, male/female, pairs, etc. Attach maps to identify locations and attach additional pages for description purposes, as needed.*

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**PART IV**  
**ANTICIPATED WORK PLAN FOR UPCOMING YEAR**

The following is a list of tasks that are planned for the upcoming year for continued management and monitoring:

*Conservation Easement Management (e.g. weed removal, maintenance of signs, trash removal, RCFCD maintenance, and activities inconsistent with the conservation easement)*

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*Prohibited Activities (e.g. monitoring for, prevention of, etc.)*

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*Biological Monitoring (e.g. schedule, concerns, restoration activities, etc.)*

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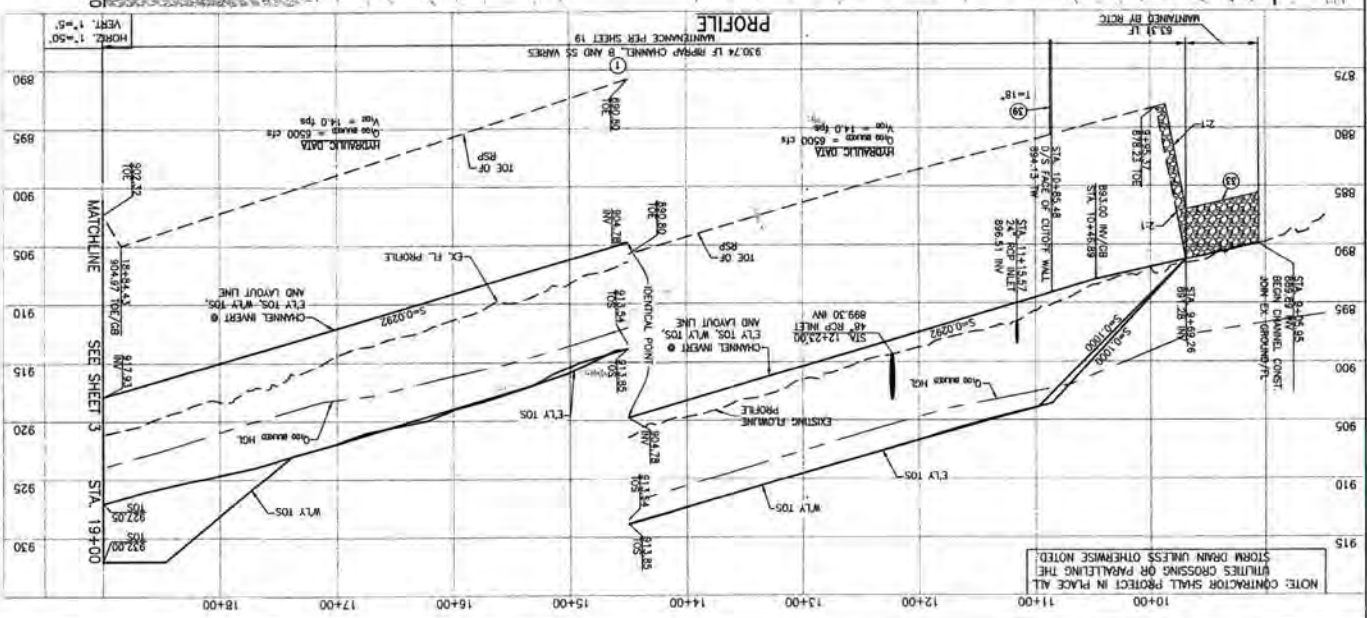
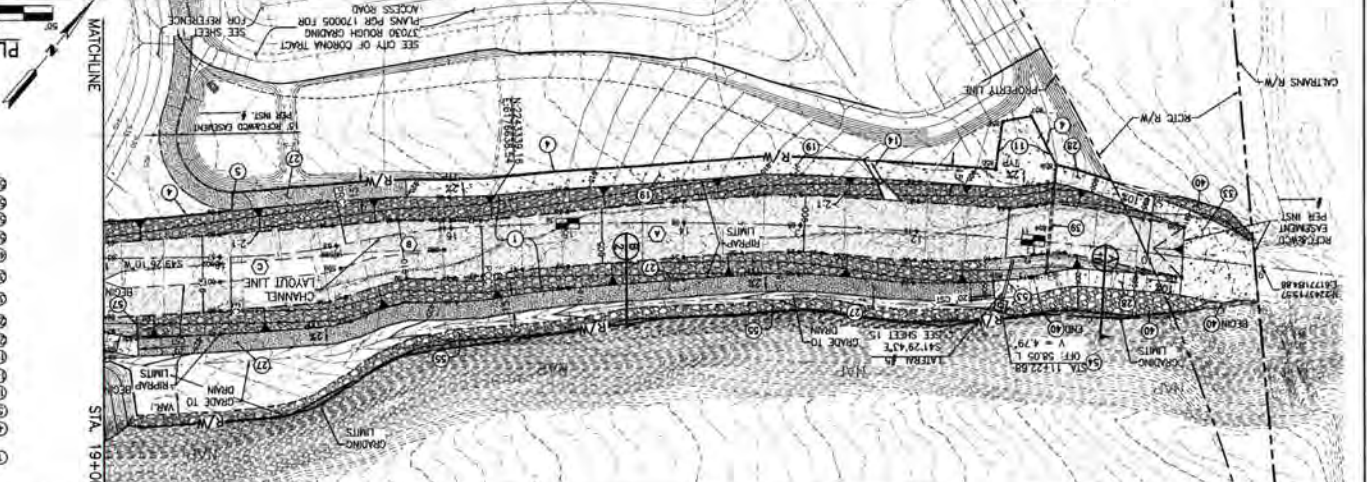
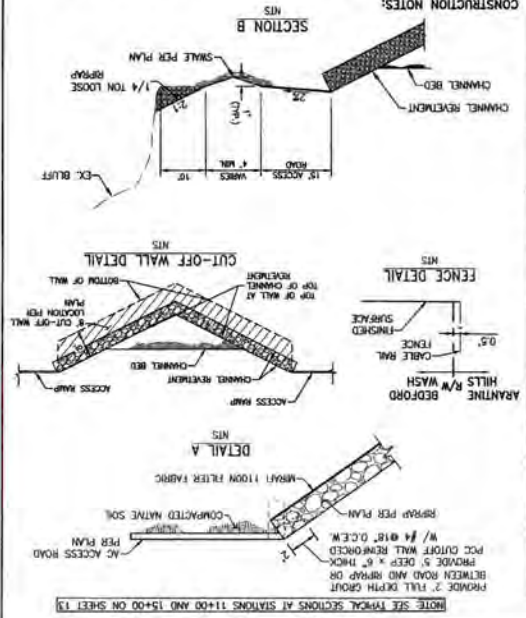
# **As-Builts of Bedford Canyon Wash**



DATE PLOTTED: 11/11/2018 10:58:53 AM

PROJECT NO. 2-0-00381 DRAWING NO. 2-0483 SHEET NO. 2 OF 19	PLAN & PROFILE STA 10+01.65 TO 19+00.00 BEDFORD WASH AT ARANTINE HILLS - STAGE 1 REVISIONS DATE: 1-17-2018 BY: <i>[Signature]</i>		CONTRACTOR: FLOOD CONTROL INVESTIGATOR: WATER CONTROL REVISIONS:		U.S.A. 9th DIST. 1-800-227-2600 ENGINEERING CONSULTANTS 3700 MARCO DRIVE SAN MARCO, CALIF. 92069 TEL (941) 966-1010 / FAX (941) 786-1256
---	---	--	--	--	---

① CONSTRUCT EXHIBIT AND REPAIR CHANNEL PER RECALC'D STD. DWG. NO. CH255, BW. ② INSTALL PIPE SINKING GATE PER RECALC'D STD. DWG. NO. M820 ③ CONSTRUCT TURN AROUND PER RECALC'D STD. M827 ④ INSTALL 48" RCP (D-LOAD 2000) AND HANDWALL. SEE PROFILE ON SHT. 12 ⑤ CONSTRUCT 7" THICK CONCRETE MAINTENANCE ROAD WITH #4 BARS 18" O.C. EACH WAY. ⑥ CONSTRUCT 1/2" THICK CLASS 3 BASE ACCESS ROAD ⑦ CONSTRUCT 15' WIDE 1/2" TON REPAV T= 4.5' ACCESS RAMP GRADED TO BE DRAINABLE ⑧ PER RECALC'D STD. DWG. NO. CH234 ⑨ CONSTRUCT 6" CUT-OFF WALL PER DETAIL A HEREBY. REINFORCEMENT PER CUT-OFF ⑩ WALL DETAIL ON SHT. 8 ⑪ INSTALL 1/2" TON LOOSE REPAV, T= 4.5' LIMITS PER PLAN ⑫ CONSTRUCT 24" RCP (D-LOAD 2000). SEE PROFILE SHEET 15. ⑬ CONSTRUCT CATCH BASIN PER RECALC'D STD. DWG. NO. CB110, 4' SIZES OPEN ⑭ INSTALL 1/4" TON LOOSE REPAV, LIMITS PER PLAN AND SECTION B HEREBY. ⑮ GROUT REPAV PER GROUT DETAIL ON SHEET 3, LIMITS PER PLAN.	① CURVE DATA A = 1171.26 R = 500.00 T = 49.73 L = 98.13 PCC = 1749.78 E = 6176535.85 ② CURVE DATA A = 859.18 R = 665.65 T = 52.10 L = 117.92 PCC = 15421.00 E = 6176602.23 ③ CURVE DATA A = 2243.27 R = 16491.65 T = 287.46 L = 573.73 PCC = 15421.00 E = 6176535.85 ④ CURVE DATA A = 2243.27 R = 16491.65 T = 287.46 L = 573.73 PCC = 15421.00 E = 6176535.85
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NOTE: CONTRACTOR SHALL PROTECT IN PLACE ALL  
 EXISTING CROSSINGS OR PARALLELING THE  
 STORM DRAIN UNLESS OTHERWISE NOTED.





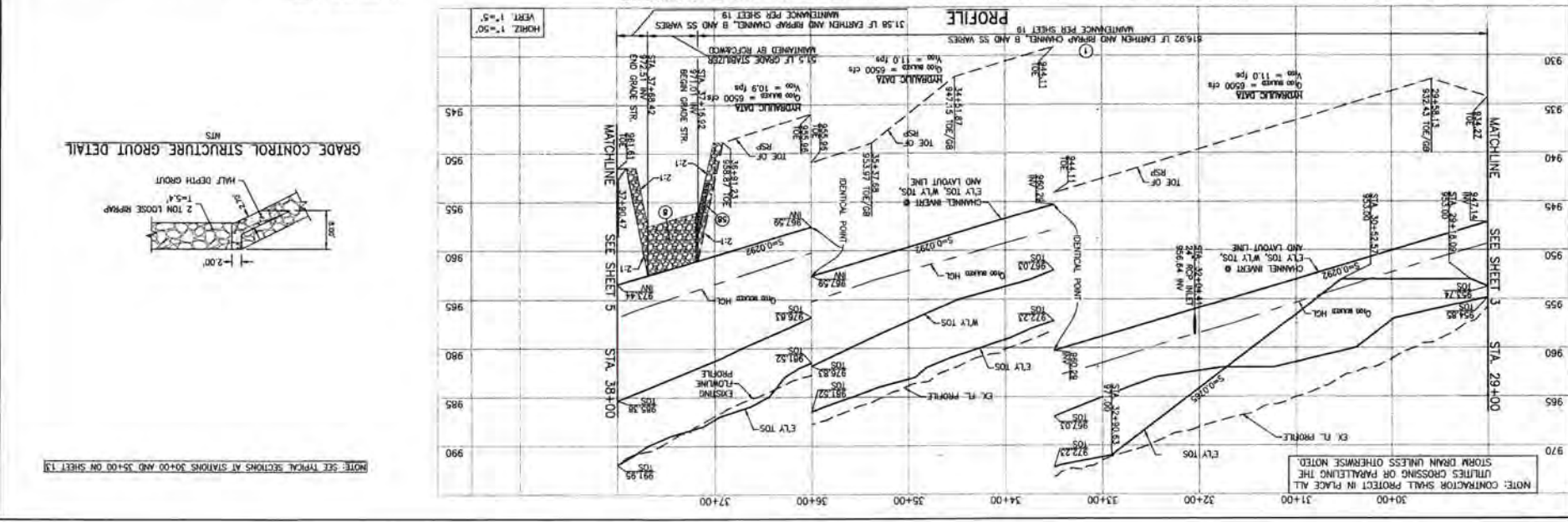
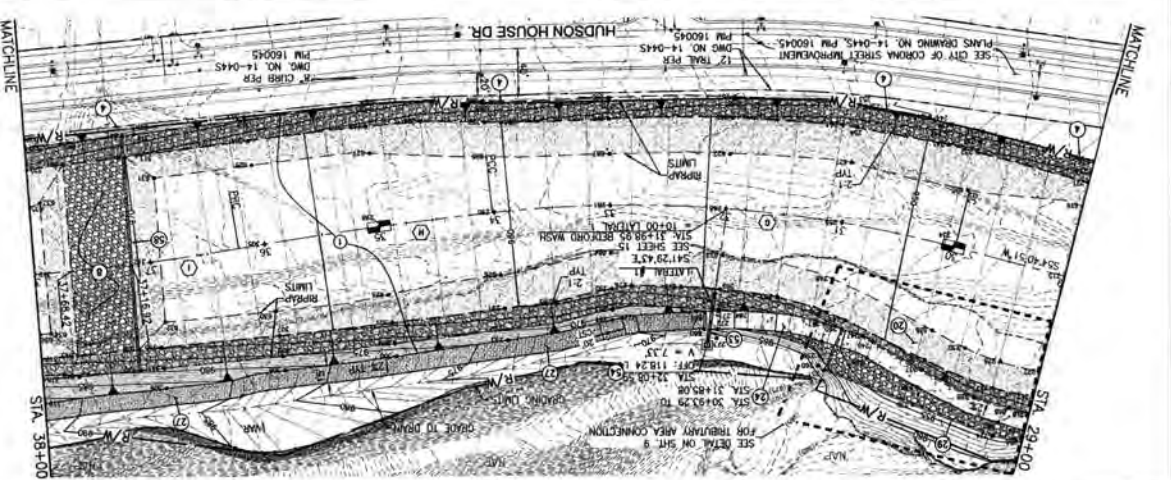
PROJECT NO. 2-0-00381	DRAWING NO. 2-0483	SHEET NO. 4 OF 19	PLAN & PROFILE	DATE: 1/17/2018	DESIGNED BY: <i>John Caldwell</i>			WEERB CONSULTING ENGINEERS 1700 WASHINGTON BLVD., SUITE 200 WASHINGTON, DC 20004 TEL: (202) 277-2800 FAX: (202) 277-2800
			BEDFORD WASH AT ARANTINE HILLS - STAGE 1 FLOOD CONTROL WATER CONTROL DISTRICT	REVISIONS NO. DESCRIPTION DATE	RECOMMENDED FOR APPROVAL BY: <i>Shane E. TKK</i> DATE: 1-17-2018 TITLE: <i>Shane E. TKK</i>			

**CONSTRUCTION NOTES:**

- CONSTRUCT EARTHEN AND REPAIR CHANNEL PER REVISIONS STD. DWG. NO. CH25, MW. PER PROFILE WIDTH AND SS PER PLAN AND PER SECTIONS ON SHEET 13.
- INSTALL PRE-SHED GATE PER REVISIONS STD. DWG. NO. M820.
- CONSTRUCT GRADE CONTROL STRUCTURE PER DETAIL A ON SHEET 10.
- INSTALL 2 TON LOOSE RAMP,  $T = 5.4'$  FROM STA. 28+63.50 TO STA. 30+93.29 PER SECTION C-C ON SHEET 9.
- CONSTRUCT 1/2 TON RAMP,  $T = 4.5'$  ACCESS RAMP GROUNDED TO BE DRAINABLE PER REVISIONS STD. DWG. NO. CH25.
- CONSTRUCT 3" THICK CLASS 8 BASE ACCESS ROAD.
- CONSTRUCT SLOPE AND ACCESS ROAD PER DETAILS A & B AND SECTION C-C ON SHEET 9.
- CONSTRUCT 24" RCP (P-LOAD 2000), SEE PROBLEM SHEET 15.
- CONSTRUCT GATE BASH PER REVISIONS STD. DWG. NO. CH110, 4 SIDES OPEN.
- GROUT REPAIR PER DETAIL ON SHEET 4, LIMITS PER PLAN.

**CHYVE DATA**

CHYVE DATA	CHYVE DATA	CHYVE DATA
A = 20.4209	A = 33.00	A = 61.75413.64
R = 1115.84	R = 2584.07	R = 2242925.03
L = 403.18	L = 221.07	BC = 29+96.38
T = 203.81	T = 110.57	PCC = 34+01.57
PCC = 29+96.38	PCC = 36+22.64	PCC = 29+96.38
PCC = 36+22.64	PCC = 38+55.25	PCC = 38+55.25
PCC = 38+55.25	PCC = 224198.64	PCC = 224198.64
L = 262.61	L = 151.56	E = 6170119.28



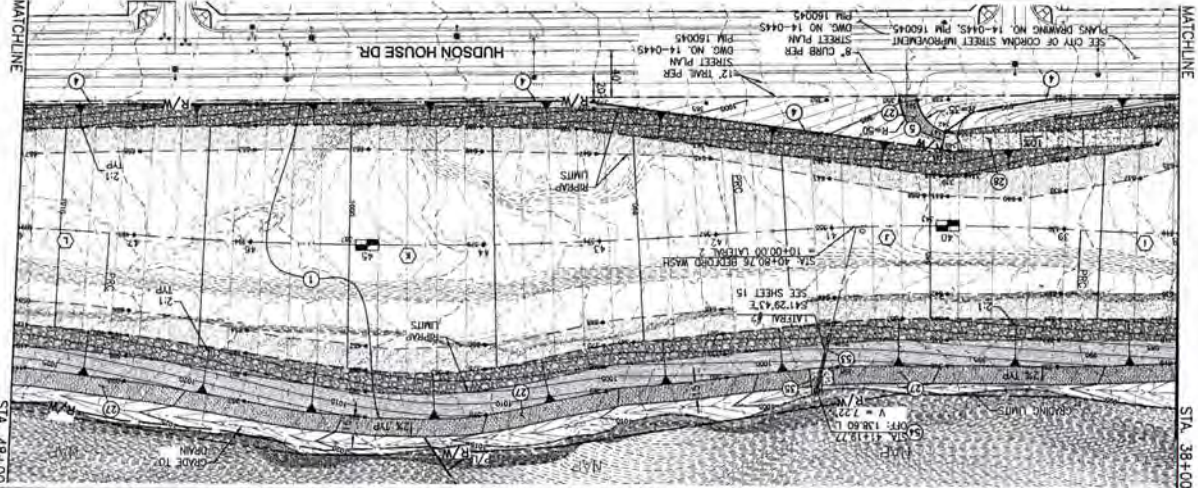
C:\2018\1-17-2018\1-17-2018\ARANTINE HILLS STAGE 1\2-0-00381.dwg

U.S. DISTRICT COURT  
 DISTRICT OF COLUMBIA  
 1-800-237-2900  
 1100 K STREET, N.W.  
 WASHINGTON, D.C. 20004  
**WEBB ASSOCIATES**  
 ENGINEERING CONSULTANTS  
 3700 MICHIGAN STREET, WASHINGTON, DC 20006  
 (901) 688-1070 / FAX (901) 788-1258  
 PROJECT NO. 11/17/2018  
 DATE: 1/17/2018



NO.	REVISIONS

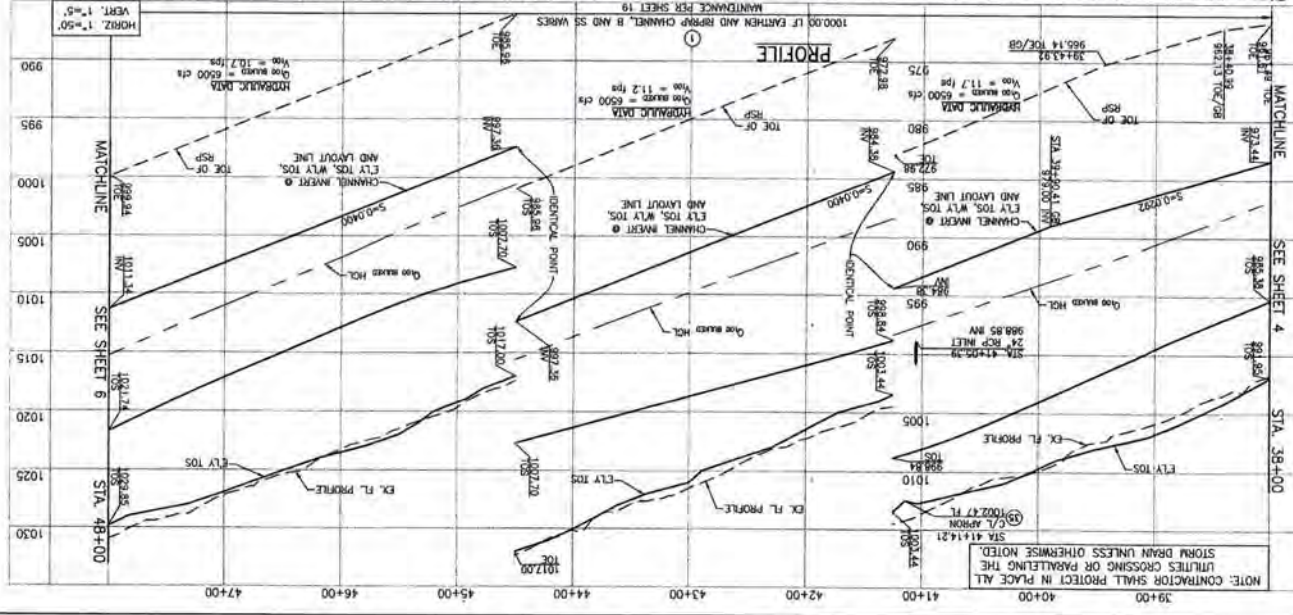
PROJECT NO. 2-0-00381  
 DRAWING NO. 2-0483  
 SHEET NO. 5 OF 19  
**BEDFORD WASH AT**  
**ARANTINE HILLS - STAGE 1**  
 PLAN & PROFILE  
 STA. 38+00.00 TO 48+00.00  
 DATE: 1-17-2018  
 DESIGNED BY: *[Signature]*  
 CHECKED BY: *[Signature]*  
 RECOMMENDED FOR APPROVAL BY: *[Signature]*  
 WATER CONTROL DISTRICT



**PLAN**  
 SCALE: 1" = 50'  
 NORTH

NO.	CURVE DATA
1	A = 7.50 54 R = 200.19 L = 131.50 T = 148.57 PCC = 36+22.64 P = N 2241782.64 E 6175115.28
2	A = 8.59 23 R = 3438.43 L = 250.57 T = 250.57 PCC = 47+21.33 P = N 2241568.86 E 6174943.04
3	A = 7.42 41 R = 2202.26 L = 148.57 T = 270.20 PCC = 41+81.85 P = N 2241568.86 E 6174943.04
4	A = 8.59 23 R = 3438.43 L = 250.57 T = 250.57 PCC = 47+21.33 P = N 2241568.86 E 6174943.04
5	A = 7.50 54 R = 200.19 L = 131.50 T = 148.57 PCC = 36+22.64 P = N 2241782.64 E 6175115.28

- CONSTRUCTION NOTES:**
1. CONSTRUCT DRAINAGE AND RIPRAP CHANNEL PER RETICATED STD. DWG. NO. CH225, INV. PER PROFILE, WIDTH AND SS PER PLAN AND PER SECTIONS ON SHEET 14.
  2. INSTALL CABLE RAINING FENCE PER CALTRANS STANDARD PLAN NO. B11-47.
  3. INSTALL PRE-SHING GATE PER RETICATED STD. DWG. NO. M820.
  4. CONSTRUCT 3" THICK CLASS II BASE ACCESS ROAD.
  5. CONSTRUCT 15' WIDE 1/2 TON RIPRAP T= 4.3" ACCESS RAMP ROUTED TO BE DRAINABLE PER RETICATED STD. DWG. NO. CH135.
  6. CONSTRUCT DRAINAGE APRON FOR ACCESS ROAD PER RETICATED STD. DWG. NO. CH333, HALF WIDTH 10' UNLESS SPECIFIED.
  7. CONSTRUCT 24" RCP (0-LOAD 2000). SEE PROFILE SHEET 15.
  8. CONSTRUCT CATCH BASIN PER RETICATED STD. DWG. NO. CB110, 4 SIDES OPEN.




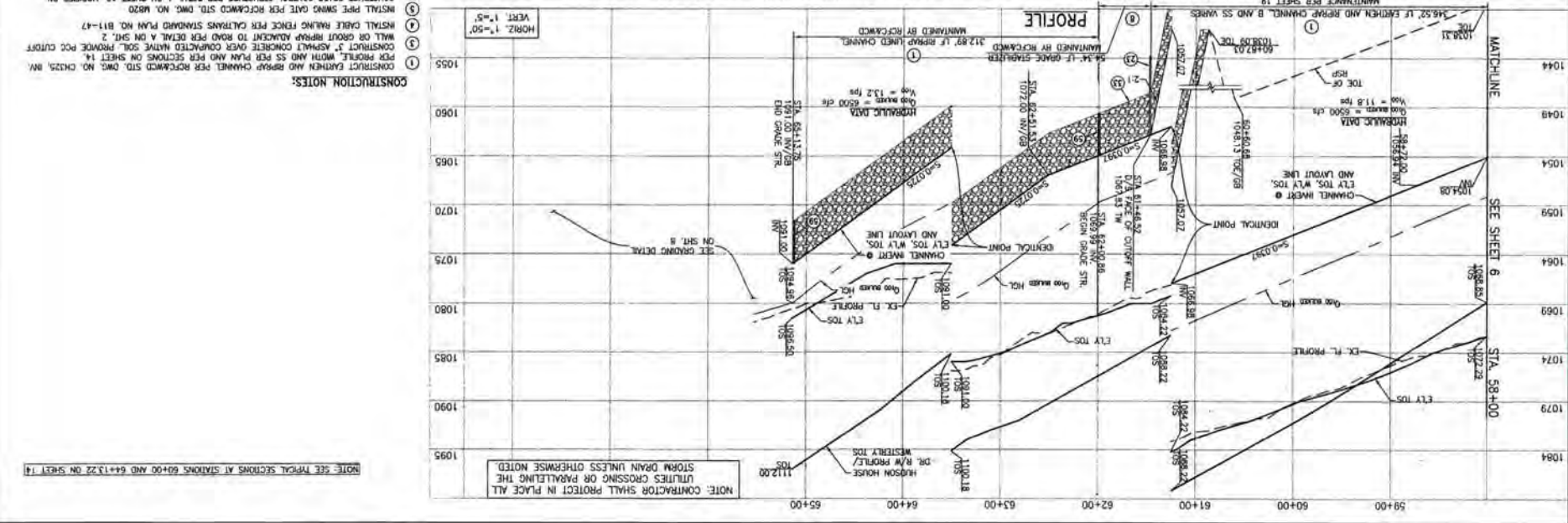
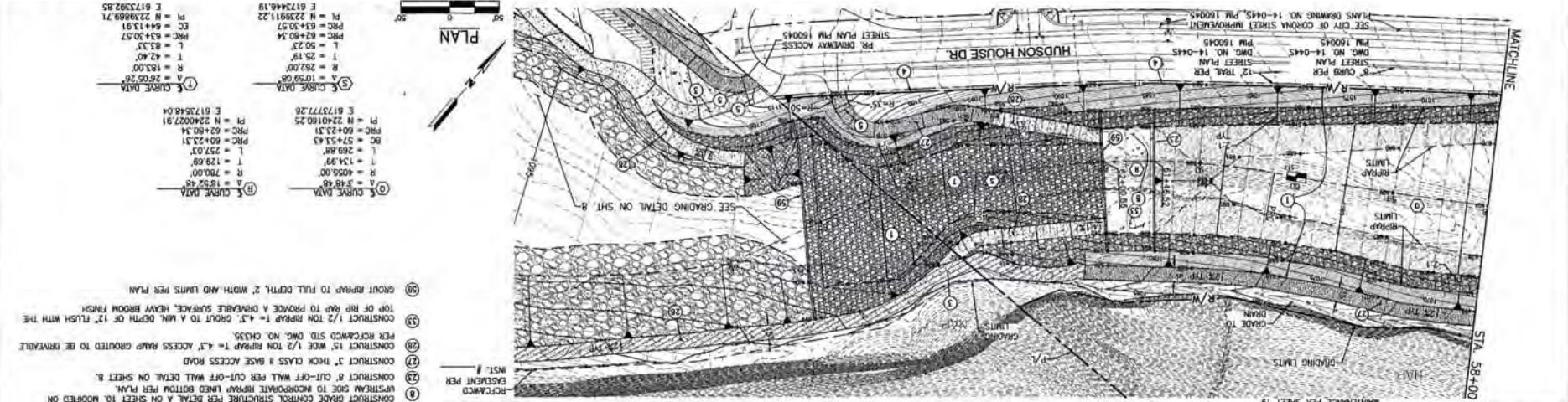
NOTE: SEE TYPICAL SECTIONS AT STATIONS 40+00 AND 45+00 ON SHEET 14

NOTE: CONTRACTOR SHALL PROTECT IN PLACE ALL UTILITIES CROSSING OR PARALLELING THE STORM DRAIN UNLESS OTHERWISE NOTED.



DATE PLOTTED: 11/17/2018 11:27:41 AM USERNAME: JAVIER

PROJECT NO. 2-0-00381	DRAWING NO. 2-0483	SHEET NO. 7 OF 19	PLAN & PROFILE STN. 58+00.00 TO 58+13.75	DATE: 1-17-2018 DESIGNED BY: [Signature] CHECKED BY: [Signature]	REVISIONS RECOMMENDED FOR GENERAL BY: WATER CONTROL DISTRICT	 1/17/2018 [Signature]	PROJECT NO. 2-0-00381 DRAWING NO. 2-0483 SHEET NO. 7 OF 19
--------------------------	-----------------------	----------------------	---	--	--	--	---



NOTE: SEE TYPICAL SECTIONS AT STATIONS 60+00 AND 64+13.22 ON SHEET 14

NOTE: CONTRACTOR SHALL PROTECT IN PLACE ALL UTILITIES CROSSING OR PARALLELING THE CHANNEL

- CONSTRUCTION NOTES:**
- 1) CONSTRUCT EARTHEN AND RIPRAP CHANNEL PER REWORKED STD. DWG. NO. CH25, INV. PER PROFILE, WIDTH AND SS PER PLAN AND PER SECTIONS ON SHEET 14.
  - 2) CONSTRUCT 2' ASPHALT CONCRETE OVER COMPLETED MATURE SOIL. PROVIDE FOG CUT/RT WALL OR GROUT RIPRAP ADJACENT TO ROAD PER DETAIL A ON SHEET 2.
  - 3) INSTALL CABLE RAILING FENCE PER CALTRANS STANDARD PLAN NO. B17-47.
  - 4) INSTALL PIPE SWING GATE PER REWORKED STD. DWG. NO. M820.
  - 5) CONSTRUCT GRADE CONTROL STRUCTURE PER DETAIL A ON SHEET 10, MOUNTED ON UPSTREAM SIDE TO INCORPORATE RIPRAP LINED BOTTOM PER PLAN.
  - 6) CONSTRUCT 8' CUT-OFF WALL PER CUT-OFF WALL DETAIL ON SHEET 8.
  - 7) CONSTRUCT 3" THICK CLASS II BASE ACCESS ROAD.
  - 8) CONSTRUCT 15' WIDE 1/2 TON RIPRAP 1-4.5' ACCESS RAAP GROUTED TO BE BREAKEBLE PER REWORKED STD. DWG. NO. CH335.
  - 9) CONSTRUCT 1/2 TON RIPRAP 1-4.5' GROUT TO A MIN. DEPTH OF 12" FLUSH WITH THE TOP OF RIP RAP TO PROVIDE A BREAKEBLE SURFACE, HEAVY BROOM FINISH.
  - 10) GROUT RIPRAP TO FULL DEPTH, 2' WIDTH, AND LIMITS PER PLAN.

**CURVE DATA**

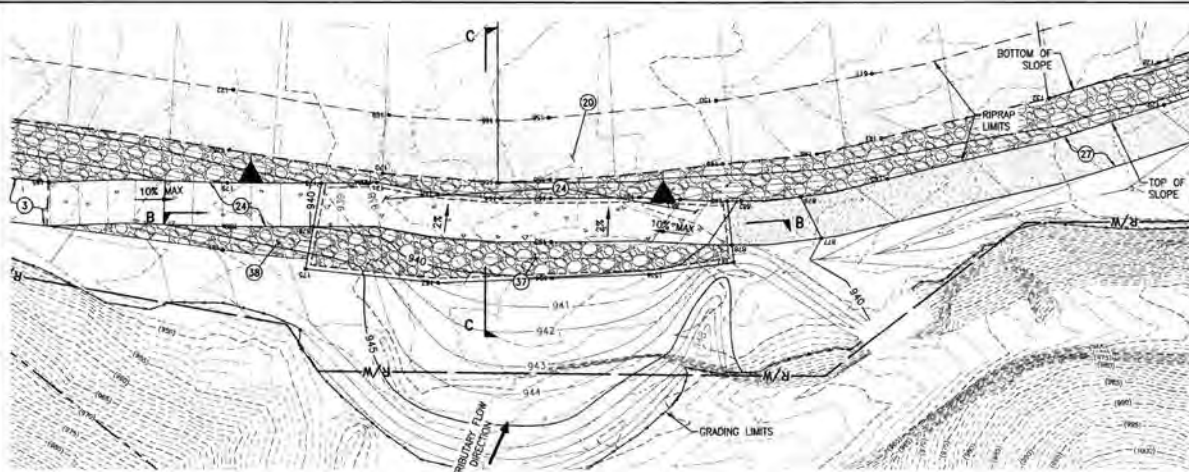
①	A = 260.26'	R = 183.00'	T = 42.40'	L = 82.33'	PI = N 2239269.71	E 6173392.85
②	A = 1059.08'	R = 262.00'	T = 42.40'	L = 82.33'	PI = N 2239191.22	E 6173446.19
③	A = 54.48'	R = 780.00'	T = 129.88'	L = 257.03'	PI = N 2240180.25	E 6173777.26
④	A = 1852.45'	R = 4055.00'	T = 134.99'	L = 269.88'	PI = N 2240180.25	E 6173777.26
⑤	A = 5745.43'	R = 129.88'	T = 129.88'	L = 257.03'	PI = N 2240180.25	E 6173777.26
⑥	A = 60423.31'	R = 60423.31'	T = 60423.31'	L = 60423.31'	PI = N 2240180.25	E 6173777.26

**CURVE DATA**

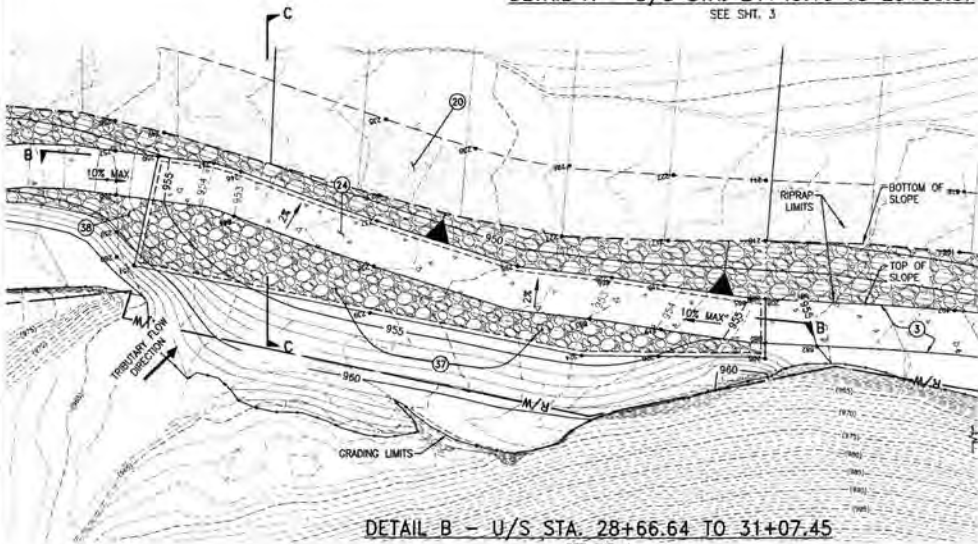
⑦	A = 260.26'	R = 183.00'	T = 42.40'	L = 82.33'	PI = N 2239269.71	E 6173392.85
⑧	A = 1059.08'	R = 262.00'	T = 42.40'	L = 82.33'	PI = N 2239191.22	E 6173446.19





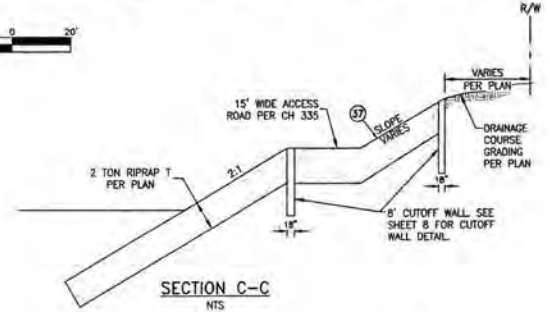


**DETAIL A - D/S STA. 24+49.16 TO 25+50.87**  
SEE SHT. 3

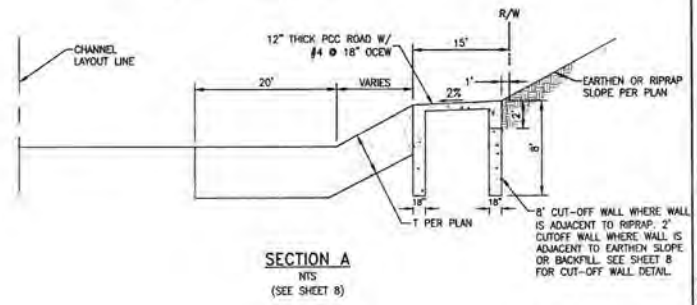


**DETAIL B - U/S STA. 28+66.64 TO 31+07.45**  
SEE SHT. 4

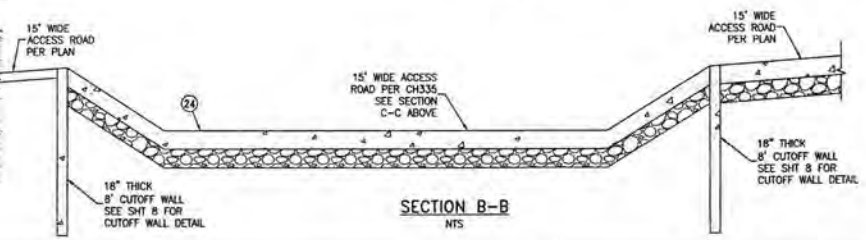
- CONSTRUCTION NOTES:**
- 3) CONSTRUCT 3" ASPHALT CONCRETE OVER COMPACTED NATIVE SOIL. PROVIDE PCC CUTOFF WALL OR GROUT RIPRAP ADJACENT TO ROAD PER DETAIL A ON SHT. 2
  - 20) INSTALL 2 TON LOOSE RIPRAP, T=4.3' PER DETAILS HEREON
  - 24) CONSTRUCT 15' WIDE 1/2 TON RIPRAP T= 4.3' ACCESS ROAD AND RAMP GROUTED TO BE DRIVEABLE PER RDC&WD STD. DWG. NO. CH335.
  - 27) CONSTRUCT 3" THICK CLASS II BASE ACCESS ROAD
  - 37) CONSTRUCT GROUTED 1/2 TON RIPRAP (T= 4.3') PER CALTRANS SPECIFICATIONS
  - 38) CONSTRUCT 1/2 TON LOOSE RIPRAP, T = 4.3' PER TYPICAL CHANNEL SECTION DETAIL ON SHT. 10



**SECTION C-C**  
NTS



**SECTION A**  
NTS  
(SEE SHEET 8)



**SECTION B-B**  
NTS

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**ALBERT A. WEBB ASSOCIATES**  
ENGINEERING CONSULTANTS  
3785 MCCRAY STREET, IRVINE, CA 92606  
PH. (951) 666-1070 / FAX (951) 788-1256

*John P. Caldwell*  
1/11/2018  
CHECKED BY DATE



REV.	DESCRIPTION	APPR.	DATE

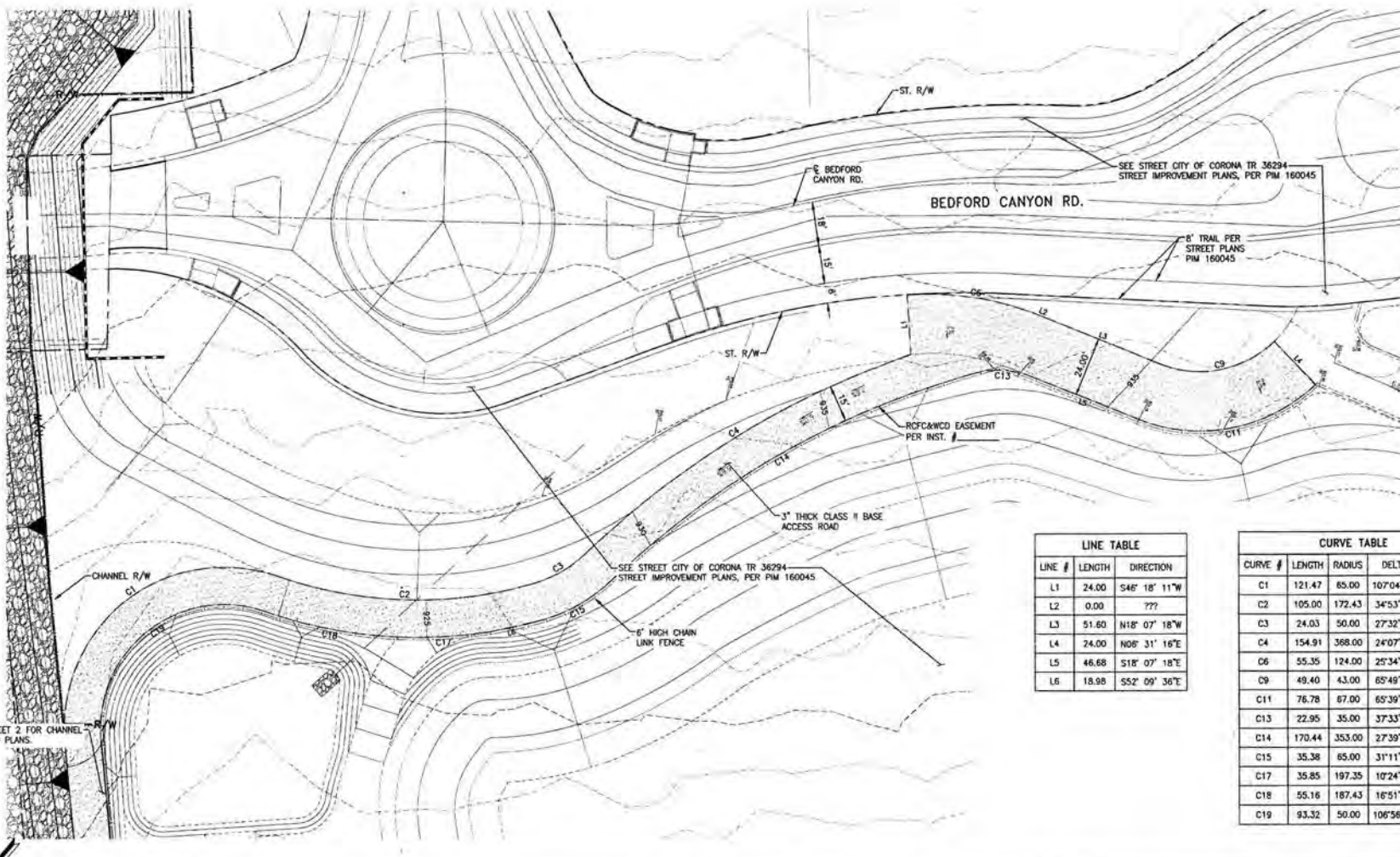
RIVERSIDE COUNTY FLOOD CONTROL  
WATER CONTROL DISTRICT  
RECOMMENDED FOR APPROVAL BY: *William de Chaves*  
DATE: 1/11/2018  
APPROVED BY: *John P. Caldwell*  
DATE: 1-17-2018

BEDFORD WASH AT  
ARANTINE HILLS - STAGE 1  
MISCELLANEOUS DETAILS

PROJECT NO. 2-0-00381  
DRAWING NO. 2-0483  
SHEET NO. 9 OF 19

CALTRANS 12-0-01 (DRAINAGE) PLAN SHEETS 3-0-013 - 4-0-016 1/27/09 8 2 11/09 PM

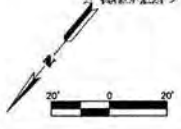




LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	24.00	S46° 18' 11"W
L2	0.00	???
L3	51.60	N18° 07' 18"W
L4	24.00	N06° 31' 16"E
L5	46.68	S18° 07' 18"E
L6	18.98	S52° 09' 36"E

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	TANGENT
C1	121.47	85.00	107°04'09"	87.85
C2	105.00	172.43	34°53'19"	54.18
C3	24.03	50.00	27°32'31"	12.25
C4	154.91	368.00	24°07'09"	78.62
C6	55.35	124.00	25°34'31"	28.14
C9	49.40	43.00	65°49'45"	27.83
C11	76.78	67.00	65°39'36"	43.23
C13	22.95	35.00	37°33'51"	11.90
C14	170.44	353.00	27°39'53"	86.92
C15	35.38	85.00	31°11'25"	18.14
C17	35.85	197.35	10°24'32"	17.98
C18	55.16	187.43	16°51'39"	27.78
C19	93.32	50.00	106°56'13"	67.49

SEE SHEET 2 FOR CHANNEL R/W GRADING PLANS.



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 1-800-227-2600  
 For use location  
 of water  
 utility lines  
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 know what's  
 below.

**ALBERT A. WEBB ASSOCIATES**  
 ENGINEERING CONSULTANTS  
 3788 MCKAY STREET, RIVERSIDE, CA 92508  
 PH. (951) 686-1070 / FAX (951) 788-1258

*James C. Caldwell*  
 1/11/2018  
 DESIGNER



REV. #	DESCRIPTION	DATE

RIVERSIDE COUNTY FLOOD CONTROL  
 WATER CONTROL DISTRICT  
 RECOMMENDED FOR APPROVAL BY:  
*Michael de Chambray*  
 DATE: 1/17/2018  
 APPROVED BY:  
*Steve Torkk*  
 DATE: 1-17-2018

**BEDFORD WASH AT ARANTINE HILLS**  
 MAINTENANCE ROAD CONNECTION DETAIL

PROJECT NO.  
 0-0-0000  
 DRAWING NO.  
 XX  
 SHEET NO.  
 11 of 19

ESSENTIAL 1 - 000 - FOR REVIEW ONLY  
 11/16/2017 1:02:02 PM





11/11/2018 10:58:42 AM 11/11/2018 10:58:42 AM 11/11/2018 10:58:42 AM

PROJECT NO.	2-0-00381
DRAWING NO.	2-0483
SHEET NO.	13 OF 19
CHANNEL SECTIONS	
BEDFORD WASH AT ARANTINE HILLS - STAGE 1	

REVISIONS  
 RECOMMENDED FOR APPROVAL BY: *Blair A. Williams*  
 DATE: 1/17/2018  
 SHEET: 1-17-2018  
 WATER CONTROL DISTRICT

NO.	DESCRIPTION	DATE

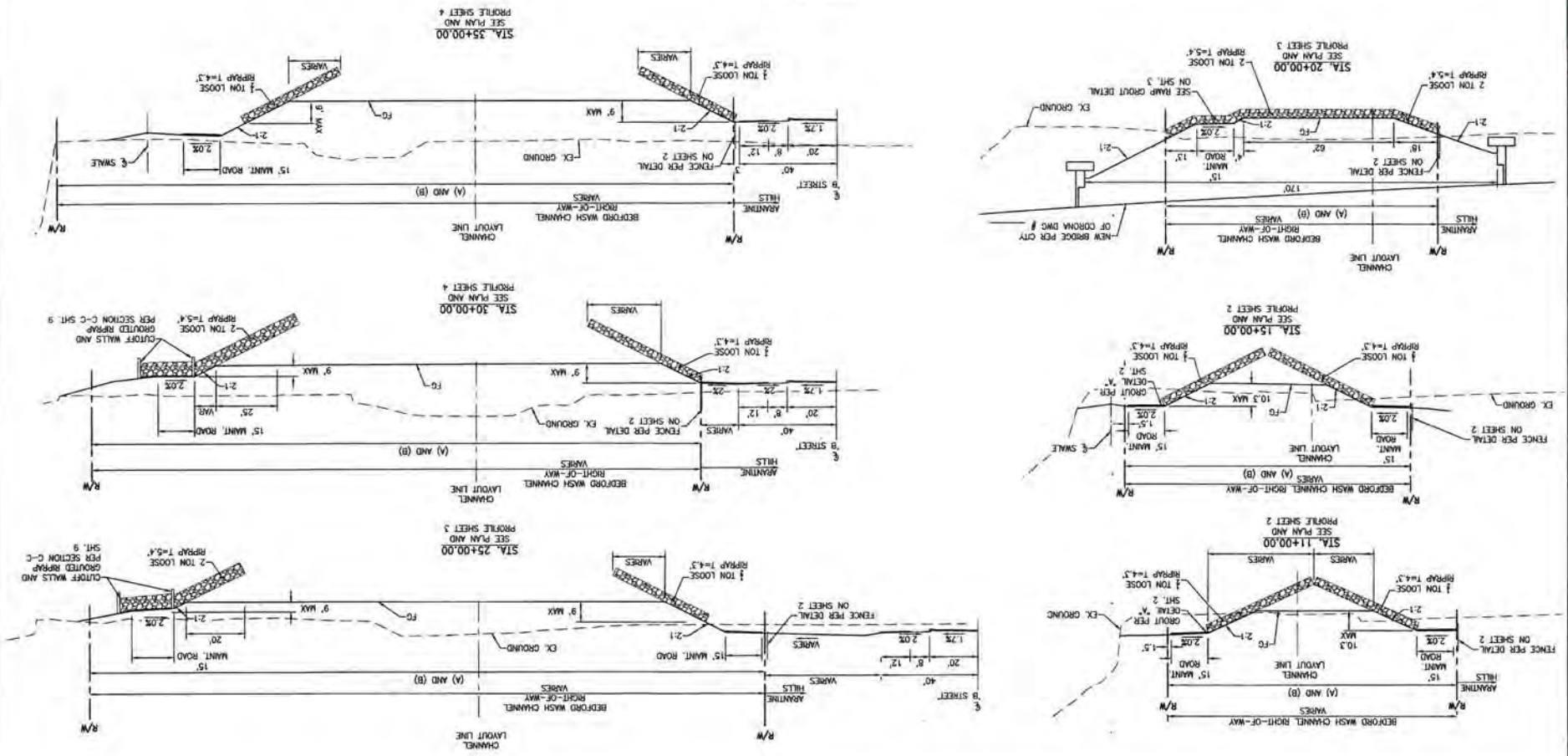


DATE: 1/11/2018  
 DRAWN BY: *Blair A. Williams*



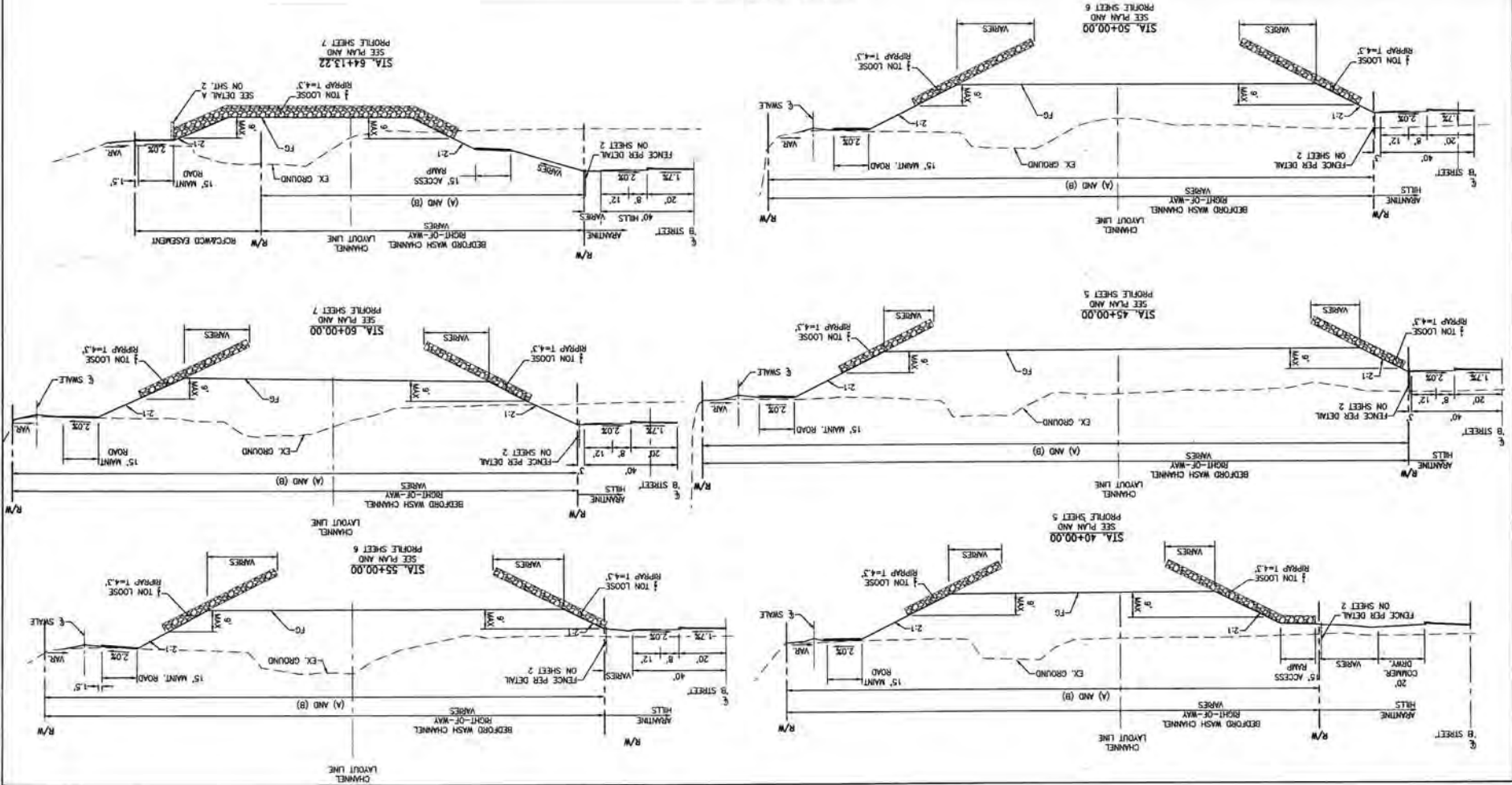
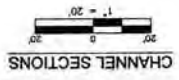
CHANNEL SECTIONS

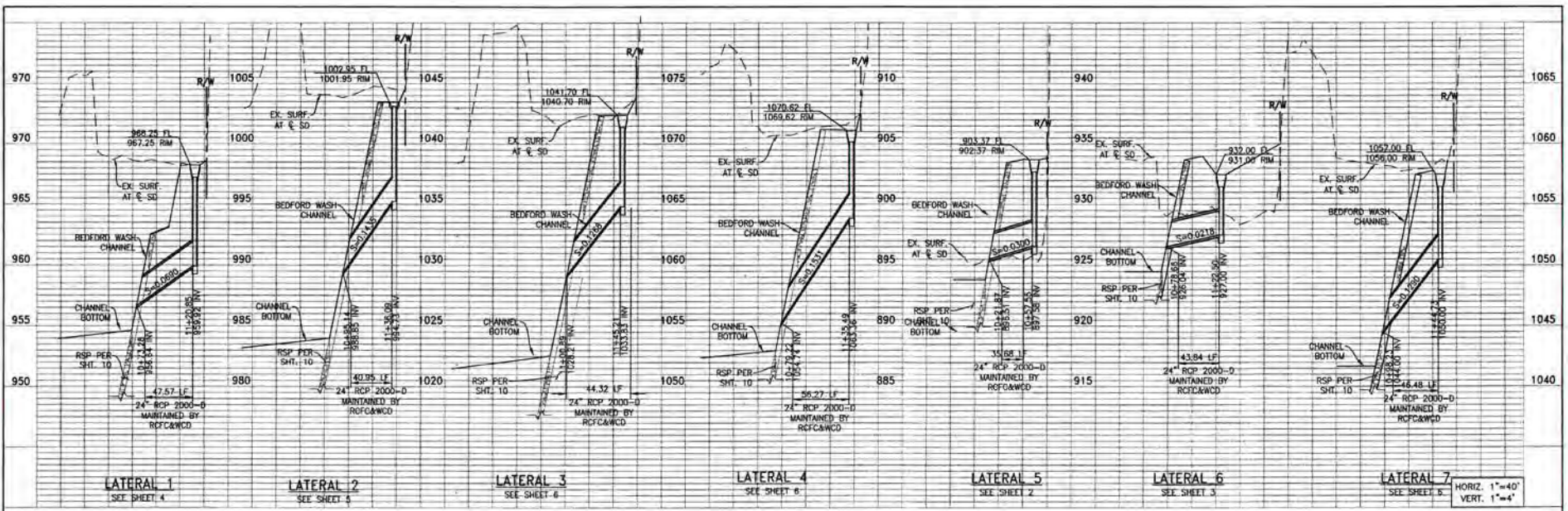
LEGEND  
 (A) - MAINTAINED BY REFORCED FOR STRUCTURAL ELEMENTS AND LANES AND GRADES  
 (B) - MAINTAINED BY REFORCED FOR VEGETATION  
 NOTE: SEE SHEET 19 FOR ADDITIONAL MAINTENANCE INFORMATION



PROJECT NO. 2-0-00381 DRAWING NO. 2-0483 SHEET NO. 14 of 19	CHANNEL SECTIONS BEDFORD WASH AT ARANTINE HILLS - STAGE 1	REVISIONS NO. DESCRIPTION DATE 1 1/11/2018 <i>James Caldwell</i>			U.S.A. Soil Map 1-800-227-8800 1:50,000 Scale 1982 Edition
--	---	--	--	--	---

**LEGEND**  
 (A) - MAINTAINED BY ROADWAY FOR STRUCTURAL ELEMENTS  
 (B) - MAINTAINED BY ROADWAY FOR VEGETATION  
 NOTE: SEE SHEET 19 FOR ADDITIONAL MAINTENANCE INFORMATION

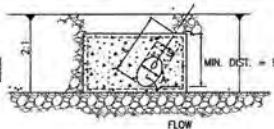




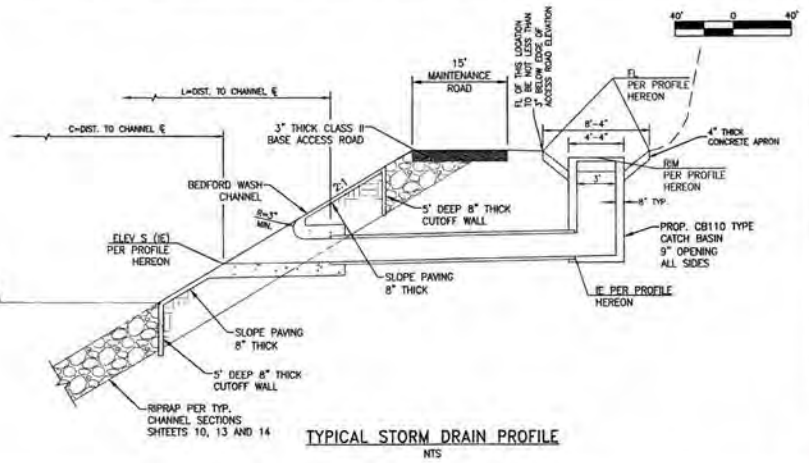
**JS NO. 8 DATA TABLE**

ID	D	L	C	ELEV. "R"	ELEV. "S"	ANGLE "A"	STA. "X"	E	X	E SIN A
LATERAL 1	2'-0"	81.60	75.60	956.53	955.64	85.88°	N/A	16.40	N/A	16.36
LATERAL 2	2'-0"	109.20	92	990.87	988.85	74.43°	N/A	18.00	N/A	17.34
LATERAL 3	2'-0"	121.30	106.80	1030.01	1028.53	71.85°	N/A	17.65	N/A	16.77
LATERAL 4	2'-0"	97.30	84.80	1059.44	1058.32	79.97°	N/A	17.30	N/A	17.04
LATERAL 5	2'-0"	28.20	18.80	896.40	896.12	80.17°	N/A	16.00	N/A	15.76
LATERAL 6	2'-0"	90.70	78.66	926.30	926.04	86.56°	N/A	15.80	N/A	15.57
LATERAL 7	2'-0"	118.88	106.88	1048.60	1048.10	73.53°	N/A	16.20	N/A	15.54

NOTE: OMIT CONCRETED ROCK AS SHOWN ON RCP&WCD STD. DWG. NO. JS233



**TYPICAL STORM DRAIN PLAN**  
NTS



**TYPICAL STORM DRAIN PROFILE**  
NTS

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3780 MCKAY STREET, ANIMAS CA 92506  
PH. (951) 686-1070 / FAX (951) 728-1256

*James Caldwell*  
1/11/2018



NO.	REVISIONS	DATE

RECOMMENDED FOR APPROVAL BY:  
*Robert deChambray*  
DATE: 1/17/2018

APPROVED BY:  
*Shane TTKW*  
DATE: 1-17-2018

RIVERSIDE COUNTY FLOOD CONTROL  
WATER CONTROL DISTRICT  
BEDFORD WASH AT  
ARANTINE HILLS - STAGE 1  
LATERAL PROFILES 1-6

PROJECT NO.  
2-0-00381  
DRAWING NO.  
2-0483  
SHEET NO.  
15 of 19

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BEDFORD WASH CHANNEL DATA TABLE

POINT #	STATION/ NORTHING	OFFSET (FT)/ EASTING	ELEVATION (FT)	DESCRIPTION
321	39400.02	106.91 R	981.99	WLY TOP OF RSP
322	38400.02	116.03 R	985.38	WLY BANK
323	38419.71	75.80 R	974.00	TOE/CORNER OF ACCESS RAMP
324	38420.66	90.77 R	974.00	TOE/CORNER OF ACCESS RAMP
325	38499.99	111.78 R	989.51	WLY BANK
326	38499.99	59.59 R	978.18	WLY TOE OF SLOPE
327	38499.99	69.59 R	981.25	ELY EDGE OF RAMP
328	38499.99	84.05 R	981.15	WLY EDGE OF RAMP
329	38499.99	96.16 R	984.12	WLY TOP OF RSP
330	39400.00	0.00	976.36	FG AT LAYOUT LINE
331	39400.01	76.94 L	978.05	ELY TOP OF RSP
332	39400.01	94.96 L	985.06	ELY TOP OF RSP
333	39400.02	118.28 L	996.77	ELY BANK
334	39485.23	42.40 R	978.99	TOS CONTROL POINT
335	39490.52	63.46 R	989.88	TOP/CORNER OF ACCESS RAMP
336	39491.77	78.44 R	989.92	TOP/CORNER OF ACCESS RAMP
337	39493.33	83.81 R	990.17	EC ACCESS ROAD
338	39499.99	108.29 R	994.03	WLY BANK
339	39499.99	41.87 R	979.86	ELY TOE OF SLOPE
340	39499.99	63.97 R	990.23	WLY TOE OF RSP
341	39499.99	64.00 R	990.32	ACCESS RAMP RETURN
342	39499.99	80.27 R	990.79	WLY TOP OF RSP
343	40400.00	0.00	979.38	FG AT LAYOUT LINE
344	40400.01	78.52 L	979.39	ELY TOE OF SLOPE
345	40400.01	87.52 L	988.40	ELY TOP OF RSP
346	40400.02	128.10 L	999.69	ELY BANK
347	40402.34	79.90 R	991.00	EC ACCESS ROAD
348	40405.88	42.25 R	979.99	TOS CONTROL POINT
349	40425.50	107.37 R	994.83	EC ACCESS ROAD
350	40439.92	70.28 R	995.51	EC ACCESS ROAD
351	40439.93	76.38 L	981.00	WLY TOP OF RSP
352	40499.99	109.56 R	998.07	WLY BANK
353	40499.99	58.48 R	983.20	WLY TOE OF SLOPE
354	40499.99	75.72 R	984.73	WLY TOP OF RSP
355	41400.00	0.00	983.38	FG AT LAYOUT LINE
356	41400.01	80.81 L	983.41	ELY TOE OF SLOPE
357	41400.01	98.83 L	992.43	ELY TOP OF RSP
358	41400.02	119.30 L	1002.62	ELY BANK
359	41499.98	102.98 L	998.42	ELY TOP OF RSP
360	41499.98	122.52 L	1008.41	ELY BANK
361	41499.98	84.57 L	987.40	ELY TOE OF SLOPE
362	41400.00	0.00	987.37	FG AT LAYOUT LINE
363	42400.01	76.57 R	987.70	WLY TOE OF SLOPE
364	42400.02	100.05 R	999.23	WLY TOP OF RSP
365	42400.02	115.38 R	1000.99	WLY BANK
366	42455.54	110.83 R	1001.81	TOP OF RSP CONTROL POINT
367	42474.81	87.56 L	990.33	TOS CONTROL POINT
368	42499.98	107.61 L	1000.43	ELY TOP OF RSP
369	42499.98	128.60 L	1011.89	ELY BANK
370	42499.99	89.43 L	991.34	ELY TOE OF SLOPE
371	43400.00	0.00	991.37	FG AT LAYOUT LINE
372	43400.02	113.84 R	1001.24	WLY TOP OF RSP
373	43400.02	120.42 R	1003.68	WLY TOE OF SLOPE
374	43400.02	94.43 R	991.42	WLY TOE OF SLOPE
375	43418.53	98.78 R	992.60	TOS CONTROL POINT
376	43499.98	106.22 L	995.39	ELY TOE OF SLOPE
377	43499.98	124.33 L	1004.45	ELY TOP OF RSP
378	43499.98	145.56 L	1015.05	ELY BANK
379	44400.00	0.00	995.36	FG AT LAYOUT LINE
380	44400.02	100.69 R	995.39	WLY TOE OF SLOPE
381	44400.02	118.75 R	1004.41	WLY BANK
382	44400.02	122.64 R	1006.36	WLY BANK
383	44431.73	108.93 L	996.66	TOS CONTROL POINT
384	44499.98	106.99 L	999.54	ELY TOE OF SLOPE
385	44499.98	125.14 L	1008.24	ELY BANK
386	44499.98	147.19 L	1018.17	ELY BANK
387	45400.00	0.00	999.36	FG AT LAYOUT LINE
388	45400.02	102.64 R	999.39	WLY TOE OF SLOPE
389	45400.02	120.66 R	1008.39	WLY TOP OF RSP
390	45400.02	122.06 R	1009.08	WLY BANK
391	45499.98	113.26 L	1012.27	ELY TOP OF RSP
392	45499.98	136.17 L	1023.53	ELY BANK
393	45499.99	95.15 L	1003.42	ELY TOE OF SLOPE
394	46400.00	0.00	1003.35	FG AT LAYOUT LINE
395	46400.02	117.64 R	1012.34	WLY TOP OF RSP
396	46400.02	118.97 R	1012.85	WLY BANK
397	46400.02	93.61 R	1003.39	WLY TOE OF SLOPE
398	46499.98	103.84 L	1018.36	ELY TOP OF RSP
399	46499.98	125.04 L	1026.90	ELY BANK
400	46499.99	85.82 L	1007.42	ELY TOE OF SLOPE
401	47400.00	0.00	1007.35	FG AT LAYOUT LINE

BEDFORD WASH CHANNEL DATA TABLE

POINT #	STATION/ NORTHING	OFFSET (FT)/ EASTING	ELEVATION (FT)	DESCRIPTION
402	47400.01	92.78 R	1007.42	WLY TOE OF SLOPE
403	47400.02	118.79 R	1018.32	WLY BANK
404	47400.02	112.46 R	1017.15	WLY BANK
405	47414.78	85.07 L	1008.02	TOS CONTROL POINT
406	47499.99	102.51 R	1020.42	WLY TOP OF RSP
407	47499.99	105.87 R	1021.74	WLY TOP OF RSP
408	47499.99	84.85 R	1011.46	WLY TOE OF SLOPE
409	48400.00	0.00	1011.34	FG AT LAYOUT LINE
410	48400.01	101.04 L	1020.45	ELY TOP OF RSP
411	48400.01	118.84 L	1029.84	ELY BANK
412	48400.01	83.04 L	1011.47	ELY TOE OF SLOPE
413	48487.31	80.62 R	1015.06	TOS CONTROL POINT
414	48499.99	103.15 R	1026.89	WLY BANK
415	48499.99	80.39 R	1015.51	WLY TOE OF SLOPE
416	48499.99	98.38 R	1024.50	WLY TOP OF RSP
417	48499.99	105.50 L	1028.56	FG AT LAYOUT LINE
418	48400.01	100.10 L	1024.58	ELY TOP OF RSP
419	48400.01	120.14 L	1034.57	ELY BANK
420	48400.01	82.10 L	1015.58	ELY TOE OF SLOPE
421	48410.57	82.24 L	1018.00	TOS CONTROL POINT
422	48410.51	78.96 R	1018.75	TOS CONTROL POINT
423	48410.51	85.37 R	1019.00	TOS CONTROL POINT
424	48499.98	103.89 R	1032.53	WLY BANK
425	48499.99	77.70 R	1019.54	WLY TOE OF SLOPE
426	48499.99	95.41 R	1028.49	WLY TOP OF RSP
427	50400.00	0.00	1019.33	FG AT LAYOUT LINE
428	50400.03	105.50 L	1028.56	ELY TOP OF RSP
429	50400.02	125.72 L	1036.50	ELY BANK
430	50400.02	87.37 L	1019.50	ELY TOE OF SLOPE
431	50463.62	90.54 L	1022.08	TOS CONTROL POINT
432	50466.88	71.28 R	1022.20	TOS CONTROL POINT
433	50499.99	86.88 R	1025.48	WLY TOE OF SLOPE
434	50499.99	95.08 R	1032.40	WLY TOP OF RSP
435	50499.99	94.82 R	1037.24	WLY BANK
436	51400.00	0.00	1023.33	FG AT LAYOUT LINE
437	51400.01	84.44 L	1023.51	ELY TOE OF SLOPE
438	51400.02	103.14 L	1032.17	ELY TOP OF RSP
439	51400.02	126.70 L	1042.89	ELY BANK
440	51439.81	65.43 R	1025.00	TOS CONTROL POINT
441	51442.74	72.34 L	1025.40	TOS CONTROL POINT
442	51497.88	87.60 R	1028.74	TOS CONTROL POINT
443	51499.98	108.22 L	1047.21	ELY BANK
444	51499.98	88.58 L	1028.72	ELY TOE OF SLOPE
445	51499.99	86.59 L	1037.53	ELY TOP OF RSP
446	52400.00	0.00	1028.64	FG AT LAYOUT LINE
447	52400.03	68.05 R	1028.88	WLY TOE OF SLOPE
448	52400.04	87.54 R	1037.82	WLY TOP OF RSP
449	52400.04	90.73 R	1039.98	WLY BANK
450	52412.32	68.44 R	1030.99	TOS CONTROL POINT
451	52458.36	79.25 R	1031.97	TOS CONTROL POINT
452	52481.95	67.16 L	1034.00	TOS CONTROL POINT
453	52499.96	98.93 R	1041.48	WLY BANK/TOP OF RSP
454	52499.97	85.72 R	1034.56	ELY TOE OF SLOPE
455	53400.00	0.00	1034.23	FG AT LAYOUT LINE
456	53400.04	70.83 L	1034.59	ELY TOE OF SLOPE
457	53400.06	88.13 L	1043.74	ELY TOP OF RSP
458	53400.08	108.59 L	1053.22	ELY BANK
459	53411.50	84.25 R	1035.00	TOS CONTROL POINT
460	53427.32	71.27 R	1035.61	TOE/CORNER OF ACCESS RAMP
461	53427.37	92.78 R	1043.80	TOE/CORNER OF ACCESS RAMP
462	53499.96	106.20 R	1046.72	WLY BANK
463	53499.96	98.16 R	1045.78	WLY TOP OF RSP
464	53499.97	72.71 R	1044.23	ELY EDGE OF RAMP
465	53499.97	88.60 R	1044.75	WLY EDGE OF RAMP
466	53499.98	60.62 R	1038.20	WLY TOE OF SLOPE
467	54400.00	0.00	1038.20	FG AT LAYOUT LINE
468	54400.06	87.30 L	1038.25	ELY TOE OF SLOPE
469	54400.06	105.42 L	1047.27	ELY TOE OF SLOPE
470	54400.10	120.44 L	1054.71	ELY BANK
471	54408.95	92.89 R	1048.00	EC ACCESS ROAD
472	54413.82	79.35 R	1048.05	EC ACCESS ROAD
473	54421.74	107.78 R	1048.10	EC ACCESS ROAD
474	54434.02	109.09 R	1048.84	EC ACCESS ROAD
475	54470.44	86.42 L	1041.05	TOS CONTROL POINT
476	54499.97	102.59 L	1061.24	ELY TOP OF RSP
477	54499.97	118.25 L	1058.16	ELY TOE OF SLOPE
478	54499.97	84.51 L	1042.23	ELY TOE OF SLOPE
479	54400.00	0.00	1042.17	FG AT LAYOUT LINE
480	55400.04	92.46 R	1042.22	WLY TOE OF SLOPE
481	55400.05	111.19 R	1061.46	WLY TOP OF RSP
482	55444.28	102.02 R	1044.60	TOS CONTROL POINT

BEDFORD WASH CHANNEL DATA TABLE

POINT #	STATION/ NORTHING	OFFSET (FT)/ EASTING	ELEVATION (FT)	DESCRIPTION
483	55444.29	78.98 L	1044.00	TOS CONTROL POINT
484	55499.97	108.30 L	1064.13	ELY BANK
485	55499.97	90.23 L	1055.20	ELY TOP OF RSP
486	55499.98	72.16 L	1048.28	ELY TOE OF SLOPE
487	56400.00	0.00	1046.14	FG AT LAYOUT LINE
488	56400.04	104.09 R	1048.25	WLY TOE OF SLOPE
489	56400.05	122.88 R	1052.25	WLY TOP OF RSP
490	56400.06	125.69 R	1056.78	WLY BANK
491	56467.10	100.12 R	1048.90	TOS CONTROL POINT
492	57400.00	0.00	1050.11	FG AT LAYOUT LINE
493	57400.00	105.28 L	1067.83	ELY BANK
494	57400.00	114.86 R	1059.11	ELY BANK
495	57400.00	121.59 R	1062.44	WLY BANK
496	57400.00	70.13 L	1050.21	ELY TOE OF SLOPE
497	57400.00	88.15 L	1059.23	ELY TOP OF RSP
498	57400.00	98.33 L	1050.20	WLY TOE OF SLOPE
499	57499.99	108.23 L	1072.28	ELY BANK
500	57499.99	90.97 L	1063.14	ELY TOP OF RSP
501	58400.00	0.00	1054.08	FG AT LAYOUT LINE
502	58400.00	72.96 L	1054.13	ELY TOE OF SLOPE
503	58400.01	102.81 R	1063.03	WLY TOP OF RSP
504	58400.01	113.89 R	1068.85	WLY BANK
505	58400.01	84.75 R	1054.12	WLY TOE OF SLOPE
506	58472.27	74.84 L	1056.00	TOS CONTROL POINT
507	58499.99	108.37 L	1075.88	ELY BANK
508	58499.99	90.40 L	1067.00	ELY TOP OF RSP
509	58400.00	0.00	1058.05	FG AT LAYOUT LINE
510	59400.00	70.77 R	1058.07	ELY TOE OF SLOPE
511	59400.00	72.31 L	1058.05	ELY TOE OF SLOPE
512	59400.01	104.87 R	1075.12	WLY BANK
513	59400.01	88.25 R	1066.97	WLY TOP OF RSP
514	59499.98	87.70 L	1080.00	TOS CONTROL POINT
515	59499.98	102.99 L	1079.30	ELY BANK
516	59499.98	86.33 L	1070.99	ELY TOP OF RSP
517	60400.00	0.00	1062.02	FG AT LAYOUT LINE
518	60400.00	53.87 R	1061.99	WLY TOE OF SLOPE
519	60400.00	68.33 L	1081.99	ELY TOE OF SLOPE
520	60400.00	71.40 L	1081.97	WLY TOP OF RSP
521	60400.00	92.84 R	1081.26	WLY BANK
522	60472.84	71.79 L	1084.89	TOS CONTROL POINT
523	60499.98	5		

NOTE: ALL STATIONS, ELEVATIONS, AND OFFSETS ARE LOOKING DOWNSTREAM.



REVISIONS  
APPROVED FOR PERMIT BY: *James E. Collins*  
DATE: 1/17/2018  
PROJECT NO. 2-D-00381

PROJECT NO. 2-D-00381  
STAGING AND DRAINING NO. 2-0483  
SHEET NO. 18 of 19

BEFORD WASH CHANNEL DATA TABLE

Table with 10 columns: Point #, Station (L+), Elevation (ft), Description, Station (L+), Elevation (ft), Description. Contains channel data points 711 through 742.

BEFORD WASH CHANNEL DATA TABLE

Table with 10 columns: Point #, Station (L+), Elevation (ft), Description, Station (L+), Elevation (ft), Description. Contains channel data points 711 through 800.

BEFORD WASH CHANNEL DATA TABLE

Table with 10 columns: Point #, Station (L+), Elevation (ft), Description, Station (L+), Elevation (ft), Description. Contains channel data points 801 through 890.

BEFORD WASH AT ARANTINE HILLS - STAGE 1

Table with 10 columns: Point #, Station (L+), Elevation (ft), Description, Station (L+), Elevation (ft), Description. Contains channel data points 891 through 950.





## **Appendix D**



**Recommended RAFS  
Performance Standards for the  
Arantine Hills Project –  
Bedford Wash, Corona , CA.  
March 2018**

**DRAFT 3/2018**

**Introduction:**

Riversidean alluvial fan sage scrub (RAFSS) is one of many native plant communities (habitats) in Western Riverside County that has been found to have unique resource functions and values, with its classification and establishment not well understood <sup>1</sup>. Alluvial scrub is a distinctive and rare plant community found mainly on the alluvial fans and floodplains on the coastal side of the transverse mountain ranges. This performance standard summary for the Arantine Hills Project is being provided to guide the restoration, establishment and maintenance of the Bedford Wash habitat area of the project in an effort to determine native alluvial scrub colonization, recruitment, establishment and persistence.

This performance standard summary is being provided to help determine baseline native (natural) cover as it has been established in the Bedford Wash historically. While hydrology, rainfall and other environmental factors have played a role in the wash being less alluvial in nature, man-made impacts (confinement, alteration) have changed wash plant composition as well and reduced overall cover and re-establishment.

Basic alluvial plant species and occurrence in Bedford Wash is variable based upon those impacts noted above, but future seeding, planting and establishment of alluvial plants and subsequent natural recruitment will be monitored to help determine performance standards for establishment.

1. Vegetation classification is based upon the U.S. National Vegetation Classification (NVC). In California, the classification has been developed by NatureServe (2010) in partnership with the State Natural Heritage Program of the Department of Fish and Game (CDFG) and CNPS. The first and second edition of the national classification provides a thorough introduction to the classification, its structure, and the list of vegetation units known in the United States (Grossman et al. 1998, FGDC 2008). Refinements to the classification have occurred during its application, and these refinements are best seen using the NatureServe Web site at <http://www.natureserve.org/explorer/>.

The basic composition of native alluvial scrub habitat can be set apart as follows:

**1. Cover:** This is the primary measurement used to quantify the importance/abundance of a particular species or vegetation layer within an area. This is measured by estimating the aerial extent living plants, or the google view from above. Crews are trained to account for the amount of shade a plant casts, whereby the cover estimates exclude the openings, or interstitial spaces (e.g., between leaves or branches). This is assumed to provide a more realistic estimate of the actual amount of cover cast by the plant, which, in turn relates to the actual amount of light available to individual species beneath it, if any.

**2. Relative cover:** This refers to the amount of the soil surface that is covered by one species as compared to (relative to) the amount of surface covered by all species. Thus, 50 percent relative cover means that half of the total cover of all species is composed of a single species in question. Relative cover values are proportional numbers and, if added, total 100 percent for each group.

**3. Absolute cover:** Refers to the actual percentage of the ground surface that is covered by a species or group of species. For example, *Lepidospartum squamatum* covers between 5 percent and 10 percent of the area. Absolute cover of all species, if added in a stand, may total greater or less than 100 percent, because it is not a proportional number.

**4. Characteristic/Consistent species:** Must be present in at least 75 percent of the area, with no restriction on cover.

**5. Dominant:** Must be in at least 75 percent of the area, with at least 50 percent relative cover.

**6. Co-dominant:** Must be in at least 75 percent of the area, with at least 30 percent relative cover.

**7. Abundant species:** Must be present in at least 50 percent of the samples, with at least 50 percent relative cover.

**8. Stands:** This is the basic physical unit of vegetation in a native landscape. It has no set size. Some vegetation stands are very small, such as wetland seeps or patchy native areas in the wash, and some may be several square miles in size such as a desert (smoke tree wash) or forest type (Coulter pine woodland). A stand is defined by two main characteristics:

a. It has *compositional* integrity. Throughout the area the combination of species is similar. The stand is differentiated from adjacent stands by a discernable boundary that may be abrupt or gradual, either due to natural slope, elevation or man-made disturbance.

b. It has *structural* integrity. It has a similar history or environmental setting, affording relatively similar horizontal and vertical spacing of plant species. For example, a hillside chaparral was dominated by chamise, but that has burned on the upper part of the slope and not the lower, is now divided into two stands.

These quantitative measurements can also be used in the annual surveys for establishment success and for determining current native cover at a reference site, (Releve). As for performance standards, alluvial scrub is less characteristic of other plant communities, as it does not provide rapid “cover” as other habitat types such as wetland, riparian, woodland or other more woody-dominated habitats in a short period of time. It is not usually irrigated and is more dependent upon rainfall, like many upland plant communities, but can be affected by flash floods because of its occurrence in washes and other ephemeral habitats and many alluvial plants do not provide large aerial cover like other trees or large shrubs.

A baseline RAFSS area in Bedford Wash, both upstream and downstream of Arantine Hills, and averaged to account for the hydrologic variation in the wash, will be conducted using the Releve method of habitat assessment to determine baseline growth, cover and habitat conditions. This will provide for the establishment, management and monitoring of the RAFSS seeding and planting areas proposed and the performance standards based upon the measurements taken.

Based upon these determinations and baseline conditions, RCRCO recommends the following performance standards for the Bedford Wash portion of the Arantine Hills Project.

**Year 1 (2018):** Provide weeding of woody non-native control before planting/seeding, and after project establishment standards are approved by regulatory agencies.

**Year 2 (2018-19):** Continue non-native woody plant control and conduct seeding of disturbed/restoration areas.

**Year 3 (2019):** Conduct first Releve(s) and weed seeded areas to encourage seed growth and any natural recruitment.

**Year 4 (2020):** Continue Releve(s) to determine cover and mortality of seeding/planting.

**Year 5 (2021):** Continue annual Releve(s) to determine cover and mortality.

**Year 6 (2022):** Annual Releve(s) to determine cover, establishment and mortality.

**Year 7 (2023):** Final Releve(s) to meet 60% cover for seeded/planted areas and 20% mortality.

Additional time for establishment is required due to the longer growth period needed to provide adequate cover, drought conditions and the change in hydrology within the wash.

Task	Year	Standard Cover %	Standard Mortality %
Weeding of Woody Non-Natives	Spring/Summer 2018	None	None
Seeding of RAFSS	Fall/Winter 2018-19	Broadcast Seed	None
Establishment of RAFSS	2020	30%	N/A
Establishment of RAFSS	2021	40%	Up to 5%
Establishment of RAFSS	2022	50%	Up to 10%
RAFS Established	2023	60%	Up to 20%

Most active, unaltered alluvial washes go through what has become known as a three-part succession; the “pioneer” or establishment stage in the active portion of the wash that establishes quickly after flooding in the main active channel. The intermediate stage on terraces above the active channel is dominated by LESQ and ERFA, and the mature stage where flooding only occurs every decade or more, has dense stands of mature plants that, in some places is impenetrable. On terraces that have escaped major flooding or other disturbance, these plants develop over many decades and woody evergreen vegetation can die off and be succeeded by sub-shrubs and herbaceous plants. Adequate hydrology is essential for the establishment and succession of alluvial scrub.



Mature Alluvial Scrub



Disturbed pioneer and intermediate RAFSS

While the restoration goal for the wash is to create a mature RAFSS condition, it is recognized that Bedford Wash, in its pre-restoration condition, did not represent mature alluvial scrub habitat, and was disturbed from human activity, representing mostly the pioneer stage of habitat. Should the restoration not meet the target performance standards of 60% cover and 20% mortality after 7 years, normal adaptive management practices consisting of weeding the non-irrigated RAFSS seed areas shall be implemented before the end of the 7 years. Adaptive management shall be conducted for a maximum of two (2) years if standards are not met after year 5. If after the 7 years, seeding fails to meet the standard, those areas will be deemed to be sub-standard for establishment, and no further adaptive management practices will be implemented. Standard maintenance practices as outlined in the LTMP shall start after year 7 and restoration in the remainder of the wash shall be considered completed.

but not limited to, (i) executed agreements provided in Recital I with RCTC; (ii) the necessary approvals from RCTC to construct OUTLET, and (iii) a long-term channel maintenance plan approved by the appropriate regulatory agencies and acceptable to DISTRICT for PROJECT. DEVELOPER shall furnish DISTRICT, at the time of providing written notice to DISTRICT of the start of construction as set forth in Section I.8., or not less than twenty (20) days prior to recordation of the final map for Tract No. 36294 or any phase thereof, whichever occurs first, with sufficient evidence of DEVELOPER having secured such necessary licenses, agreements, permits, approvals, rights of way, rights of entry and temporary construction easements as determined and approved by DISTRICT and CITY.

5. Prior to commencing construction on PROJECT, furnish DISTRICT and CITY with copies of all permits, approvals or agreements required by any Federal, State or local resource and/or regulatory agency for the construction, operation and maintenance of PROJECT. Such documents include but are not limited to those issued by the U.S. Army Corps of Engineers, California Regional Water Quality Control Board, California State Department of Fish and Wildlife, State Water Resources Control Board and Western Riverside County Regional Conservation Authority ("REGULATORY PERMITS").

6. Grant DISTRICT and CITY, by execution of this Agreement, the right to enter upon DEVELOPER's property where necessary and convenient for the purpose of gaining access to and performing inspection service for the construction of PROJECT as set forth herein.

7. Provide CITY, at the time of providing written notice to DISTRICT of the start of construction as set forth in Section I.8., or not less than twenty (20) days prior to recordation of the final map for Tract No. 36294 or any phase thereof, whichever occurs first, with faithful performance and payment bonds, each in the amount of one hundred percent (100%) of the estimated cost for construction of PROJECT as determined by DISTRICT. The surety,

amount and form of the bonds shall be subject to the approval of DISTRICT and CITY. The bonds shall remain in full force and effect until PROJECT is accepted by DISTRICT and CITY as complete; at which time the bond amount may be reduced to twenty five percent (25%) for a period of one year to guarantee against any defective work, labor or materials.

8. Notify DISTRICT in writing (Attention: Contract Services Section) at least twenty (20) days prior to the start of construction of PROJECT. Construction shall not begin on any element of PROJECT, for any reason whatsoever, until DISTRICT has issued to DEVELOPER a written Notice to Proceed authorizing DEVELOPER to commence construction of PROJECT.

9. Obtain and provide DISTRICT (Attention: Right of Way Acquisition Section), at the time of providing written notice to DISTRICT of the start of construction as set forth in Section I.8., or not less than twenty (20) days prior to the recordation of the final map for Tract No. 36294 or any phase thereof, whichever occurs first, with duly executed Irrevocable Offer(s) of Dedication to the public for flood control and drainage purposes, including ingress and egress, for the rights of way deemed necessary by DISTRICT for the construction, inspection, operation and maintenance of PROJECT. The Irrevocable Offer(s) of Dedication shall be in a form approved by DISTRICT and shall be executed by all legal and equitable owners of the property described in the offer(s).

10. Furnish DISTRICT, when submitting the Irrevocable Offer(s) of Dedication as set forth in Section I.9. with Preliminary Reports on Title dated not more than thirty (30) days prior to date of submission of all the property described in the Irrevocable Offer(s) of Dedication.

11. Furnish DISTRICT, at the time of providing written notice to DISTRICT of the start of construction as set forth in Section I.8., with a complete list of all contractors and subcontractors to be performing work on PROJECT, including the corresponding license number

and license classification of each. At such time, DEVELOPER shall further identify in writing its designated superintendent for PROJECT construction.

12. Furnish DISTRICT, at the time of providing written notice to DISTRICT of the start of construction as set forth in Section I.8., with a construction schedule which shall show the order and dates in which DEVELOPER or DEVELOPER's contractor proposes to carry out the various parts of work, including estimated start and completion dates. As construction of PROJECT progress, DEVELOPER shall update said construction schedule as requested by DISTRICT.

13. Furnish DISTRICT with final mylar PROJECT plans and assign their ownership to DISTRICT prior to the start on any portion of PROJECT construction.

14. Not permit any change to, or modification of, DISTRICT and CITY approved IMPROVEMENT PLANS without the prior written permission and consent of DISTRICT and CITY.

15. Comply with all Cal/OSHA safety regulations including regulations concerning confined space and maintain a safe working environment for DEVELOPER, DISTRICT and CITY employees on the site.

16. Furnish DISTRICT, at the time of providing written notice to DISTRICT of the start of construction as set forth in Section I.8., a confined space entry procedure specific to PROJECT. The procedure shall comply with requirements contained in California Code of Regulations, Title 8 Section 5158, Other Confined Space Operations, Section 5157, Permit Required Confined Space and District Confined Space Procedures, SOM-18. The procedure shall be reviewed and approved by DISTRICT prior to the issuance of a Notice to Proceed.

17. DEVELOPER shall not commence operations until DISTRICT and CITY has been furnished with original certificate(s) of insurance and original certified copies of



natural drainage patterns or the discharge of drainage within or from PROJECT; or, (d) any other element of any kind or nature whatsoever.

DEVELOPER shall defend, at its sole expense, including all costs and fees (including but not limited to attorney fees, cost of investigation, defense and settlements or awards), DISTRICT, County of Riverside, RCTC and CITY (including their respective governing bodies, agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives) in any claim, proceeding or action for which indemnification is required.

With respect to any of DEVELOPER's indemnification requirements, DEVELOPER shall, at its sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such claim, proceeding or action without the prior consent of DISTRICT, County of Riverside, RCTC and CITY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes DEVELOPER's indemnification obligations to DISTRICT, County of Riverside, RCTC, or CITY.

DEVELOPER's indemnification obligations shall be satisfied when DEVELOPER has provided to DISTRICT, County of Riverside, RCTC and CITY the appropriate form of dismissal (or similar document) relieving DISTRICT, County of Riverside, RCTC, or CITY from any liability for the claim, proceeding or action involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe DEVELOPER's obligations to indemnify and hold harmless DISTRICT, County of Riverside, RCTC and CITY from third party claims.

In the event there is conflict between this section and California Civil Code Section 2782, this section shall be interpreted to comply with California Civil Code Section 2782.

Such interpretation shall not relieve DEVELOPER from indemnifying DISTRICT, County of Riverside, RCTC or CITY to the fullest extent allowed by law.

10. Any waiver by any party hereto of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof. Failure on the part of any party hereto to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or estopping such party from enforcement hereof.

11. Any and all notices sent or required to be sent to the parties of this Agreement will be mailed by first class mail, postage prepaid, to the following addresses:

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT  
1995 Market Street  
Riverside, CA 92501  
Attn: Contract Services Section

CITY OF CORONA  
PUBLIC WORKS DEPARTMENT  
400 S. Vicentia Avenue  
Corona, CA 92882  
Attn: Michele Hindersinn

RIVERSIDE-CORONA RESOURCE  
CONSERVATION DISTRICT  
4500 Glenwood Drive, Suite A  
Riverside, CA 92501  
Attn: Shelli Lamb  
District Manager

RIVERSIDE COUNTY  
TRANSPORTATION COMMISSION  
4080 Lemon Street, 3<sup>rd</sup> Floor  
Riverside, CA 92501  
Attn: Anne Mayer  
Executive Director

ARANTINE HILLS HOLDINGS, LP  
85 Enterprise Suite 450  
Aliso Viejo, CA 92656  
Attn: John Sherwood

12. This Agreement is to be construed in accordance with the laws of the State of California. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

13. Any action at law or in equity brought by any of the parties hereto for the purpose of enforcing a right or rights provided for by the Agreement, shall be tried in a court of

competent jurisdiction in the County of Riverside, State of California, and the parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.

14. This Agreement is the result of negotiations between the parties hereto, and the advice and assistance of their respective counsel. The fact that this Agreement was prepared as a matter of convenience by DISTRICT shall have no import or significance. Any uncertainty or ambiguity in this Agreement shall not be construed against DISTRICT because DISTRICT prepared this Agreement in its final form.

15. The rights and obligations of each party hereto shall inure to and be binding upon all heirs, successors and assignees.

16. No party hereto shall assign or otherwise transfer any of its rights, duties or obligations hereunder to any person or entity without the written consent of the other parties hereto being first obtained. In the event of any such transfer or assignment, the transferring party expressly understands and agrees that it shall remain liable with respect to any and all of the obligations and duties contained in this Agreement.

17. The individual(s) executing this Agreement on behalf of DEVELOPER hereby certify that they have the authority within their respective company(ies) or entities to enter into and execute this Agreement, and have been authorized to do so by any and all boards of directors, legal counsel, and/or any other board, committee or other entity within their respective company(ies) or entities which have the authority to authorize or deny entering this Agreement.

18. This Agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matters hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith. This Agreement may be changed or modified only upon the written consent of the parties hereto.

19. This Agreement may be executed and delivered in any number of counterparts or copies, hereinafter called "COUNTERPART", by the parties hereto. When each party has signed and delivered at least one COUNTERPART to the other parties hereto, each COUNTERPART shall be deemed an original and taken together, shall constitute one and the same Agreement, which shall be binding and effective as to the parties hereto.

//

//

IN WITNESS WHEREOF, the parties hereto have executed this Cooperative Agreement on

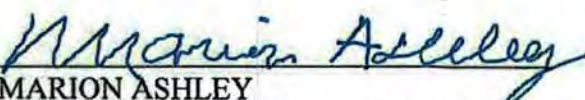
DEC 11 2018

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

By   
JASON E. UHLEY  
General Manager-Chief Engineer

By   
MARION ASHLEY  
Chairman, Riverside County Flood Control  
and Water Conservation District Board of  
Supervisors

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS  
County Counsel

KECIA HARPER-IHEM  
Clerk of the Board

By   
for LEILA MOSHREF-DANESH  
Deputy County Counsel

By   
Deputy

(SEAL)

Bedford Canyon – Arantine Hills Levee, Stage 1  
Bedford Canyon – Bedford Canyon Wash, Stage 1  
Project Nos. 2-0-00380 and 2-0-00381  
Tract Map No. 36294  
09/27/18  
AMR:blm

CITY OF CORONA

By   
DARRELL TALBERT  
City Manager

mm

APPROVED AS TO FORM:

By   
DEAN DERLETH  
City Attorney

ATTEST:

By   
SYLVIA EDWARDS  
City Clerk

(SEAL)

Bedford Canyon – Arantine Hills Levee, Stage 1  
Bedford Canyon – Bedford Canyon Wash, Stage 1  
Project Nos. 2-0-00380 and 2-0-00381  
Tract Map No. 36294  
09/27/18  
AMR:blm

Bedford Canyon - Aramite Hills Levee, Stage I  
Bedford Canyon - Bedford Canyon Wash, Stage I  
Project Nos. 2-0-00380 and 2-0-00381  
Tract Map No. 36294  
09/27/18  
AMR:blm

(ACKNOWLEDGEMENT)

President

ALFRED B. BONNETT, Jr.



RIVERSIDE-CORONA RESOURCE  
CONSERVATION DISTRICT

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Riverside

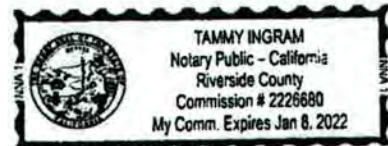
On October 16, 2018 before me, Tammy Ingram, Notary Public  
(insert name and title of the officer)

personally appeared Alfred B. Bonnett, Jr.,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in  
his/her/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.


WITNESS my hand and official seal.

Signature Tammy Ingram (Seal)

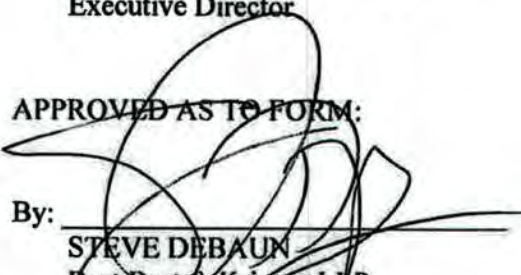




**RIVERSIDE COUNTY TRANSPORTATION  
COMMISSION**

By:   
ANNE E. MAYER  
Executive Director

APPROVED AS TO FORM:

By:   
STEVE DEBAUN  
Best Best & Krieger LLP  
Counsel to the Riverside County  
Transportation Commission

(ACKNOWLEDGEMENT)

Bedford Canyon – Arantine Hills Levee, Stage 1  
Bedford Canyon – Bedford Canyon Wash, Stage 1  
Project Nos. 2-0-00380 and 2-0-00381  
Tract Map No. 36294  
09/27/18  
AMR:blm

# ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

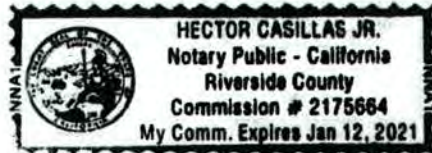
State of California  
County of Riverside)

On October 12, 2018 before me, Hector Casillas Jr, Notary Public  
(insert name and title of the officer)

personally appeared Anne E. Mayer  
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~are~~ subscribed to the within instrument and acknowledged to me that he~~/she/they~~ executed the same in his~~/her/their~~ authorized capacity~~(ies)~~, and that by his~~/her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature 

(Seal)

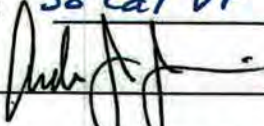
**ARANTINE HILLS HOLDINGS LP,**  
a Delaware limited partnership

By: TNHC-ARANTINE GP LLC,  
a Delaware limited liability company,  
Its General Partner

By: TNHC Land Company LLC,  
a Delaware limited liability company,  
Its sole member and manager

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

Its: So Cal VP \_\_\_\_\_

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

Its: PRESIDENT \_\_\_\_\_

(ATTACH NOTARY WITH CAPACITY  
STATEMENT)

Bedford Canyon – Arantine Hills Levee, Stage 1  
Bedford Canyon – Bedford Canyon Wash, Stage 1  
Project Nos. 2-0-00380 and 2-0-00381  
Tract Map No. 36294  
09/27/18  
AMR:blm

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Orange )

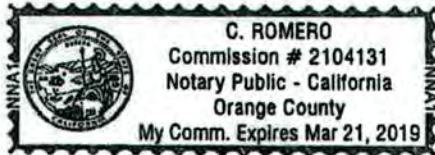
On 10/24/2018 before me, C. Romero, Notary Public,  
*Date Here Insert Name and Title of the Officer*

personally appeared John Sherwood and Andrew J. Jarvis  
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature C. ROMERO  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Cooperative Agreement

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

# Exhibit A

## LEGAL DESCRIPTION

Real property in the City of Corona, County of Riverside, State of California, described as follows:

**PARCEL A:**

LETTERED LOTS D, E, M AND R OF TRACT NO. 36294, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 456, PAGES 23 THROUGH 38 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM A ONE-HALF INTEREST IN AND TO ANY OIL, GAS, OR OTHER MINERALS, AS RESERVED IN DEED FROM ROBERT A. MC MILLAN ET AL TO D.W. HENDRICKSON ET AL, RECORDED DECEMBER 21, 1956, IN BOOK 2015, PAGE 10 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM AN UNDIVIDED TWO-THIRDS INTEREST IN ALL OIL, GAS, MINERALS, HYDROCARBON SUBSTANCES AND CLAY UNDERLYING SAID LAND, AND THAT MAY BE PRODUCED OR RECOVERED THEREFROM, AS RESERVED IN DEED FROM PUBLIX TITLE COMPANY, A CORPORATION, RECORDED NOVEMBER 13, 1956 IN BOOK 1997 PAGE 567 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SAID RESERVATION HAS SINCE BEEN CONVEYED TO H. HOWARD GOODMAN, TRUSTEE OF THE GOODMAN TRUST OF 1977, BY DOCUMENT RECORDED JUNE 27, 1980 AS INSTRUMENT NO. 118070 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

**PARCEL A1:**

PARCEL C OF NOTICE OF LOT LINE ADJUSTMENT NO. 05574 RECORDED APRIL 6, 2017 AS INSTRUMENT NO. 2017-0092680 OF OFFICIAL RECORDS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING PORTIONS OF LOTS "K" AND "Q" OF TRACT NO. 36294, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 456, PAGES 23 THROUGH 38, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID RIVERSIDE COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY TERMINUS OF THAT CERTAIN LINE SHOWN AS "N41°16'51"W 182.66 FEET", SAID LINE BEING THE SOUTHWESTERLY LINE OF SAID LOT "K", SAID POINT ALSO BEING A POINT ON A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 90.00 FEET, A RADIAL LINE TO THE BEGINNING OF SAID CURVE BEARS SOUTH 44°23'25" EAST;

THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT "K" THE FOLLOWING THREE (3) COURSES:

1. NORTHERLY 99.07 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 63°04'01",
2. NORTH 17°27'26" WEST 39.25 FEET TO A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 131.00 FEET AND

Cooperative Agreement

Bedford Canyon – Arantine Hills Levee, Stage 1  
Bedford Canyon – Bedford Canyon Wash, Stage 1  
Project Nos. 2-0-00380 and 2-0-00381  
Tract Map No. 36294

## Exhibit A

3. NORTHWESTERLY 72.22 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°35'11" TO A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 55.78 FEET, A RADIAL LINE TO THE BEGINNING OF SAID CURVE BEARS SOUTH 34°37'01" WEST;

THENCE EASTERLY 56.15 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 57°40'31";

THENCE NORTH 66°56'30" EAST 35.59 FEET TO A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 70.00 FEET;

THENCE NORTHEASTERLY 32.12 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26°17'15";

THENCE NORTH 40°39'15" EAST 159.39 FEET;

THENCE NORTH 43°37'58" EAST 16.62 FEET;

THENCE NORTH 61°10'08" EAST 20.85 FEET TO A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 382.93 FEET, A RADIAL LINE TO THE BEGINNING OF SAID CURVE BEARS NORTH 44°40'09" WEST;

THENCE NORTHEASTERLY 25.17 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 3°46'00";

THENCE NORTH 49°05'51" EAST 24.55 FEET TO A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 317.91 FEET;

THENCE NORTHEASTERLY 40.35 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 7°16'19" TO A COMPOUND CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 645.99 FEET;

THENCE NORTHEASTERLY 36.32 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 3°13'17";

THENCE NORTH 59°35'27" EAST 4.31 FEET;

THENCE NORTH 45°33'18" EAST 20.66 FEET TO A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 300.77 FEET, A RADIAL LINE TO THE BEGINNING OF SAID CURVE BEARS NORTH 25°45'48" WEST;

THENCE NORTHEASTERLY 13.27 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 2°31'41" TO A COMPOUND CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1101.79 FEET;

THENCE NORTHEASTERLY 21.38 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 1°06'43";

THENCE NON-TANGENT FROM SAID CURVE NORTH 68°55'29" EAST 35.39 FEET TO A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 8421.84 FEET, A RADIAL LINE TO THE BEGINNING OF SAID CURVE BEARS NORTH 26°02'38" WEST;

### Cooperative Agreement

Bedford Canyon – Arantine Hills Levee, Stage 1  
Bedford Canyon – Bedford Canyon Wash, Stage 1  
Project Nos. 2-0-00380 and 2-0-00381  
Tract Map No. 36294

## Exhibit A

THENCE ALONG SAID SOUTHEASTERLY LINES AND EASTERLY LINE OF SAID LOT "N" THE FOLLOWING THREE (3) COURSES:

1. NORTH 63°11'23" EAST 8.48 FEET TO A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 74.63 FEET, A RADIAL LINE TO THE BEGINNING OF SAID CURVE BEARS SOUTH 27°59'55" EAST,
2. NORTHEASTERLY 51.72 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 39°42'37" AND
3. NON-TANGENT FROM SAID CURVE NORTH 19°55'23" EAST 36.17 FEET;

THENCE LEAVING SAID EASTERLY LINE AND CONTINUING NORTH 19°55'23" EAST 57.40 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID LOT "Q", SAID POINT BEING THE INTERSECTION WITH THE NORTHERLY PROLONGATION OF THAT CERTAIN LINE SHOWN AS "N19°55'23"E 36.17 FEET" ON SAID TRACT NO. 36294;

THENCE ALONG THE NORTHEASTERLY LINES OF SAID LOTS "Q" AND "K" THE FOLLOWING TWO COURSES:

1. SOUTH 68°58'35" EAST 57.21 FEET TO A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1739.00 FEET AND
2. SOUTHEASTERLY 196.64 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 6°28'43" TO THE SOUTHEASTERLY LINE OF SAID LOT "K";

THENCE ALONG SAID SOUTHEASTERLY LINE THE FOLLOWING SEVENTEEN (17) COURSES:

1. NON-TANGENT FROM SAID CURVE SOUTH 50°02'51" WEST 36.31 FEET,
2. SOUTH 55°16'16" WEST 59.71 FEET,
3. SOUTH 42°07'36" WEST 59.01 FEET,
4. SOUTH 50°44'31" WEST 52.46 FEET,
5. SOUTH 46°49'30" WEST 54.75 FEET,
6. SOUTH 57°32'11" WEST 46.92 FEET,
7. SOUTH 48°40'27" WEST 104.95 FEET,
8. SOUTH 48°28'23" WEST 109.99 FEET,
9. SOUTH 39°00'42" WEST 47.68 FEET,
10. SOUTH 46°02'20" WEST 47.12 FEET,
11. SOUTH 35°46'14" WEST 42.86 FEET,
12. SOUTH 19°09'46" WEST 42.47 FEET,
13. SOUTH 23°46'37" WEST 48.67 FEET,
14. SOUTH 34°09'11" WEST 40.52 FEET,
15. SOUTH 50°07'07" WEST 38.35 FEET,
16. SOUTH 46°13'43" WEST 96.57 FEET AND
17. SOUTH 41°38'15" WEST 41.86 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT "K";

THENCE ALONG SAID SOUTHWESTERLY LINE, NORTH 41°16'51" WEST 182.66 FEET TO THE POINT OF BEGINNING.

## Exhibit A

### PARCEL A2:

PARCEL A AS SHOWN ON LOT LINE ADJUSTMENT NO. 05574, AS EVIDENCED BY DOCUMENT RECORDED MARCH 6, 2017 AS INSTRUMENT NO. 2017-0092680 OF OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA. THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 4 SOUTH RANGE 6 WEST, SAN BERNARDINO MERIDIAN, IN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 20. SAID CORNER BEARS SOUTH 89°56'24" EAST 1317.10 FEET FROM THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 20;

THENCE ALONG THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION SOUTH 00°08'38" WEST 1309.47 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION, SAID POINT ALSO BEING THE NORTHWEST CORNER OF PARCEL 3 AS SHOWN ON PARCEL MAP NO. 17088 IN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, AS PER MAP ON FILE IN BOOK 105, PAGES 42 AND 43 INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE CONTINUING ALONG THE EAST LINE OF THE WEST HALF OF SAID SECTION SOUTH 00°08'38" WEST 287.58 FEET;

THENCE SOUTH 49°47'13" WEST 108.31 FEET;

THENCE SOUTH 39°49'25" WEST 296.79 FEET;

THENCE SOUTH 55°10'12" WEST 264.10 FEET;

THENCE SOUTH 11°36'20" WEST 149.08 FEET;

THENCE SOUTH 57°35'12" WEST 255.06 FEET;

THENCE SOUTH 53°33'42" WEST 503.86 FEET TO THE SOUTH LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 20;

THENCE ALONG THE SOUTH LINE SOUTH 89°32'40" WEST 181.90 FEET TO THE SOUTHWEST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 20;

THENCE ALONG THE WEST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 20 NORTH 00°11'49" EAST 2630.61 FEET TO THE NORTHWEST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 20;

### Cooperative Agreement

Bedford Canyon – Arantine Hills Levee, Stage I  
Bedford Canyon – Bedford Canyon Wash, Stage I  
Project Nos. 2-0-00380 and 2-0-00381  
Tract Map No. 36294



## Exhibit A

THENCE ALONG THE NORTH LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 20 SOUTH 89°56'24" EAST 1317.10 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF PARCEL 3 OF SAID PARCEL MAP NO. 17088 DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 3;

THENCE ALONG THE NORTH LINE OF SAID PARCEL 3 NORTH 89°48'23" EAST 279.77 FEET;

THENCE LEAVING SAID NORTH LINE SOUTH 31°46'17" WEST 93.56 FEET;

THENCE SOUTH 45°34'04" WEST 86.90 FEET;

THENCE SOUTH 39°31'24" WEST 88.81 FEET;

THENCE SOUTH 45°26'45" WEST 73.89 FEET;

THENCE SOUTH 36°09'57" WEST 101.90 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL 3;

THENCE ALONG THE WEST LINE OF SAID PARCEL 3 NORTH 00°08'38" EAST 342.05 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM AN UNDIVIDED TWO-THIRDS INTEREST IN ALL OIL, GAS, MINERALS, HYDROCARBON SUBSTANCES AND CLAY UNDERLYING SAID LAND AND THAT MAY BE PRODUCED OR RECOVERED THEREFROM, AS RESERVED IN DEED FROM PUBLIC TITLE COMPANY, A CORPORATION, RECORDED NOVEMBER 13, 1956 IN BOOK 1997 PAGE 567 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

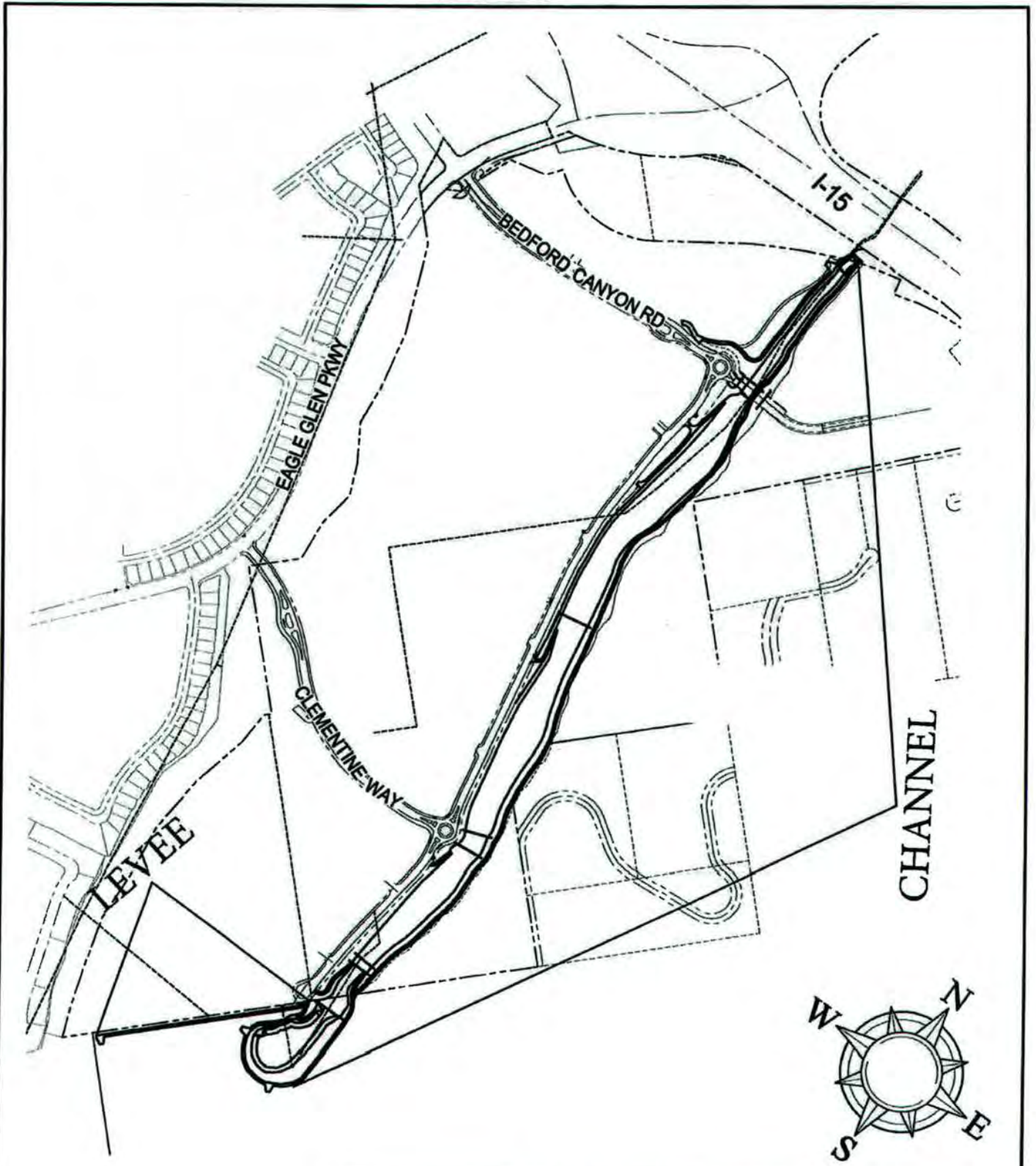
PARCEL B:

PERMANENT EASEMENTS AS CONTAINED IN THE DOCUMENT ENTITLED "GRANT OF EASEMENT" RECORDED JULY 22, 2011 AS INSTRUMENT NO. 2011-0321330 OF OFFICIAL RECORDS AND CONTAINED IN THE DOCUMENT ENTITLED "IRREVOCABLE OFFER OF DEDICATION" RECORDED JULY 19, 2012 AS INSTRUMENT NO. 2012-0336145 OF OFFICIAL RECORDS, BOTH OF SAID COUNTY.

### Cooperative Agreement

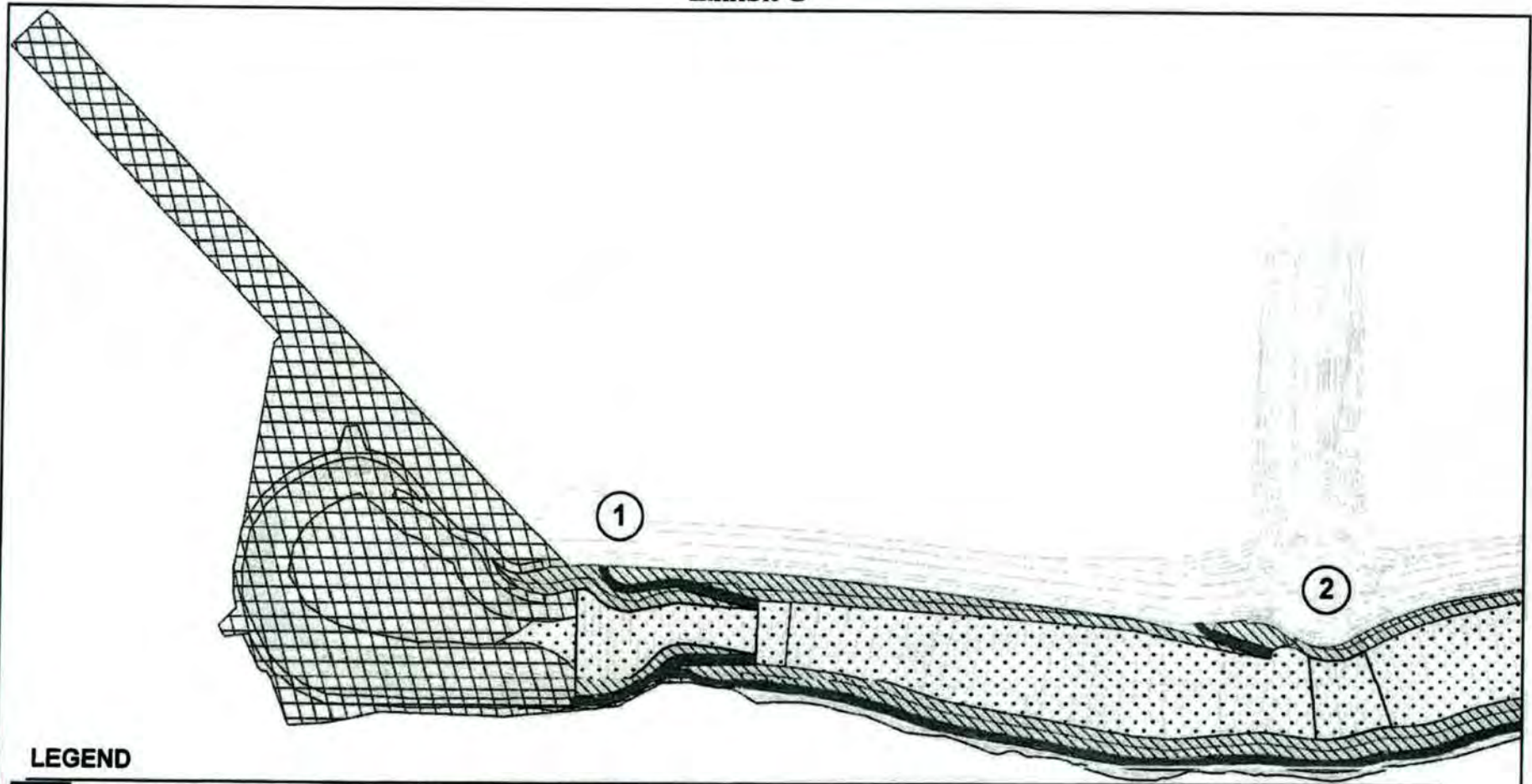
Bedford Canyon – Arantine Hills Levee, Stage I  
Bedford Canyon – Bedford Canyon Wash, Stage I  
Project Nos. 2-0-00380 and 2-0-00381  
Tract Map No. 36294

**Exhibit B**



**COOPERATIVE AGREEMENT**  
Bedford Canyon - Arantine Hills Levee, Stage 1  
Bedford Canyon - Bedford Canyon Wash, Stage 1  
Project Nos. 2-0-00380 and 2-0-00381  
Tract Map No. 36294  
Page 1 of 1

# Exhibit C

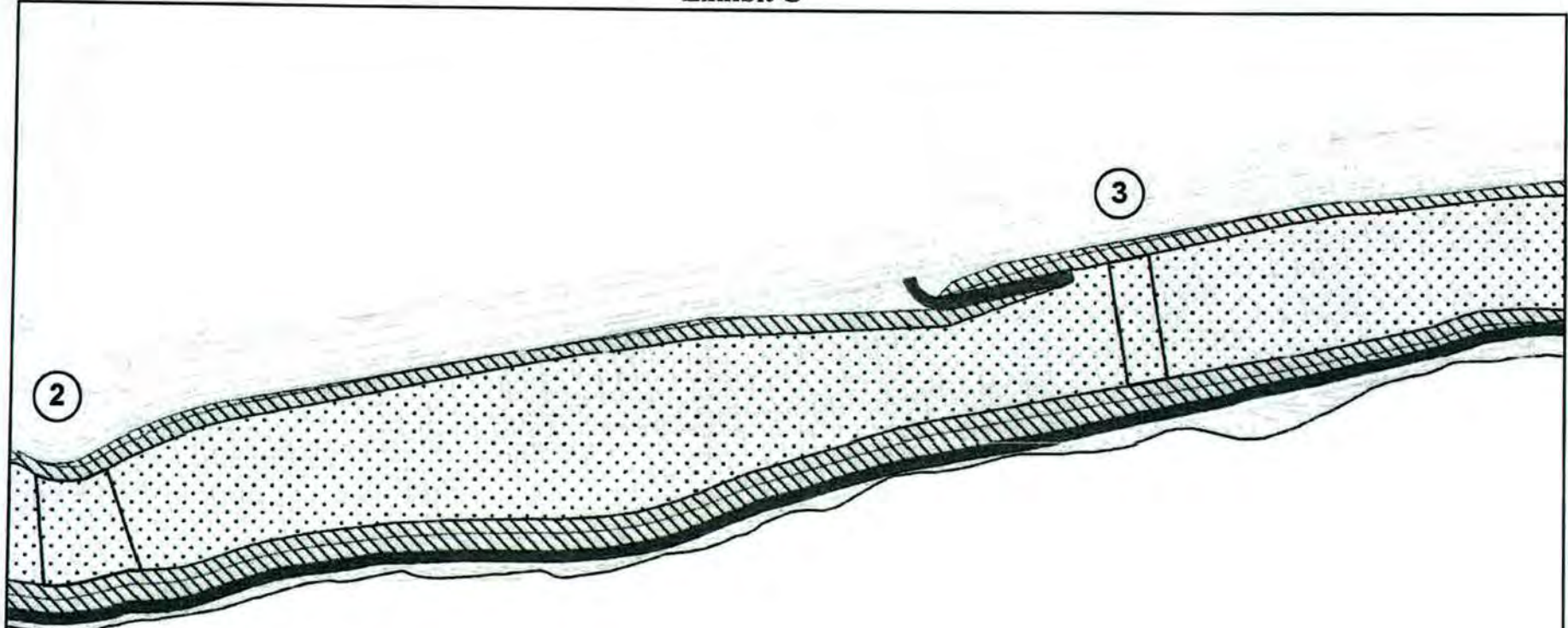


## LEGEND





<p><b>Access Roads/Ramps</b></p> <p><u>HOA</u></p> <ul style="list-style-type: none"> <li>+ Vegetation Removal</li> <li>+ Trash Removal</li> </ul> <p><u>RCFC&amp;WCD</u></p> <ul style="list-style-type: none"> <li>+ Access Ramp (Stablized Surface) Maintenance/Repair</li> <li>+ Sediment/Rock Removal (Annual, blocking access trail)</li> <li>+ Maintain/Repair Arizona Crossings (2 Crossings)</li> </ul>	<p><b>Bluff Setback Area</b></p> <p><u>HOA</u></p> <ul style="list-style-type: none"> <li>+ Vegetation Removal</li> <li>+ Trash Removal</li> </ul> <p><u>RCFC&amp;WCD</u></p> <ul style="list-style-type: none"> <li>+ Sediment/Rock Removal (Annual)</li> <li>+ Maintain Rip-Rap</li> </ul>	<p><b>Debris Basin</b></p> <p><u>RCFC&amp;WCD</u></p> <ul style="list-style-type: none"> <li>+ Maintain/Repair Access Road (Stabilized Surface)</li> <li>+ Rip-Rap Repair</li> <li>+ Boulder/Sediment Removal (Annual)</li> <li>+ Vegetation Removal (Annual)</li> <li>+ Trash Removal (Annual)</li> </ul>	<p><b>Channel Slopes</b></p> <p><u>RCFC&amp;WCD</u></p> <ul style="list-style-type: none"> <li>+ Rip-Rap Repair</li> </ul> <p><u>RCRCD</u></p> <ul style="list-style-type: none"> <li>+ Invasive Vegetation Removal</li> <li>+ Other Vegetation Maintenance</li> <li>+ Trash Removal</li> <li>+ Maintain Signage</li> </ul>	<p><b>Channel Bottom</b></p> <p><u>HOA</u></p> <ul style="list-style-type: none"> <li>+ Re-seeding following RCFC&amp;WCD repair</li> </ul> <p><u>RCFC&amp;WCD</u></p> <ul style="list-style-type: none"> <li>+ Major Sediment Removal (Flow restricting volumes)</li> <li>+ Maintain Grouted Crossing (Stabilized Surface)</li> <li>+ Grade Stabilizer Repair</li> </ul> <p><u>RCRCD</u></p> <ul style="list-style-type: none"> <li>+ Invasive Vegetation Removal</li> <li>+ Other Vegetation Maintenance</li> <li>+ Trash Removal</li> </ul>
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# Exhibit C



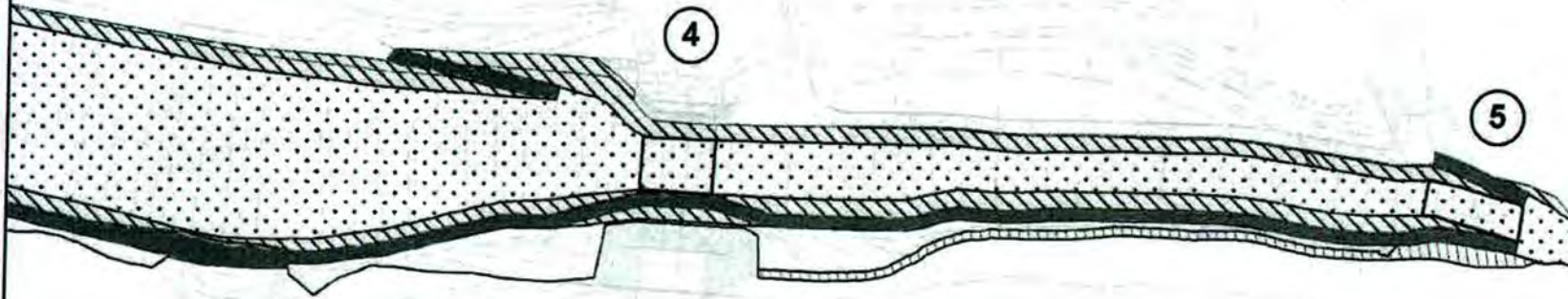
## LEGEND

 Access Roads/Ramps	 Bluff Setback Area	 Channel Slopes	 Channel Bottom
<u>HOA</u> + Vegetation Removal + Trash Removal	<u>HOA</u> + Vegetation Removal + Trash Removal	<u>RCFC&amp;WCD</u> + Rip-Rap Repair	<u>HOA</u> + Re-seeding following RCFC&WCD repair
<u>RCFC&amp;WCD</u> + Access Ramp (Stablized Surface) Maintenance/Repair + Sediment/Rock Removal (Annual, blocking access trail) + Maintain/Repair Arizona Crossings (2 Crossings)	<u>RCFC&amp;WCD</u> + Sediment/Rock Removal (Annual) + Maintain Rip-Rap	<u>RCRCD</u> + Invasive Vegetation Removal + Other Vegetation Maintenance + Trash Removal + Maintain Signage	<u>RCFC&amp;WCD</u> + Major Sediment Removal (Flow restricting volumes) + Maintain Grouted Crossing (Stablized Surface) + Grade Stabilizer Repair
			<u>RCRCD</u> + Invasive Vegetation Removal + Other Vegetation Maintenance + Trash Removal





# Exhibit C

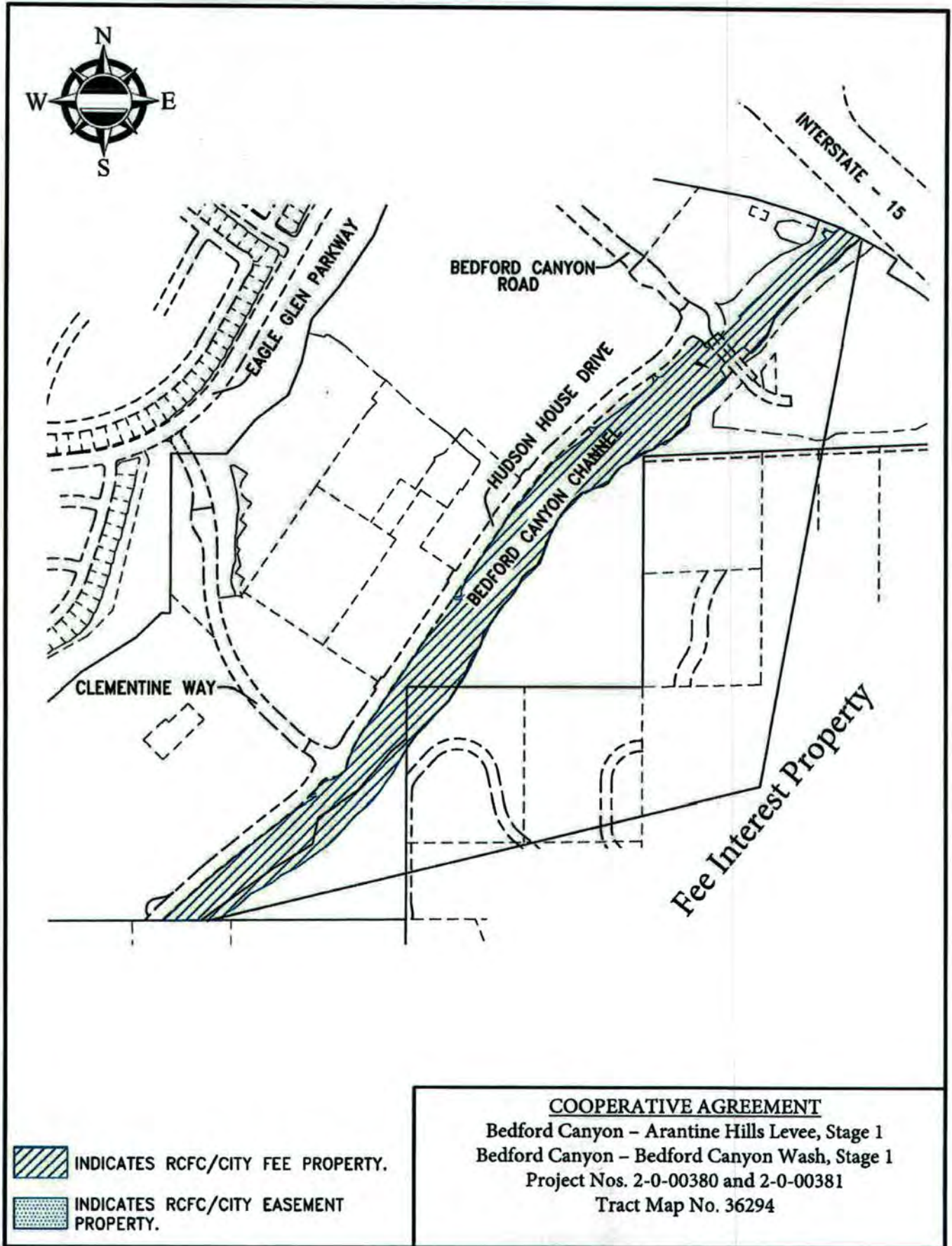


## LEGEND

<b>Access Roads/Ramps</b> HOA + Vegetation Removal + Trash Removal  RCFC&WCD + Access Ramp (Stablized Surface) Maintenance/Repair + Sediment/Rock Removal (Annual, blocking access trail) + Maintain/Repair Arizona Crossings (2 Crossings)	<b>Bluff Setback Area</b> HOA + Vegetation Removal + Trash Removal  RCFC&WCD + Sediment/Rock Removal (Annual) + Maintain Rip-Rap	<b>Bluff Setback Area - Rock</b> HOA + Trash Removal  RCFC&WCD + Sediment/Rock Removal (Annual) + Maintain Rip-Rap	<b>Channel Slopes</b> RCFC&WCD + Rip-Rap Repair  RCRCD + Invasive Vegetation Removal + Other Vegetation Maintenance + Trash Removal + Maintain Signage	<b>Channel Bottom</b> HOA + Re-seeding following RCFC&WCD repair  RCFC&WCD + Major Sediment Removal (Flow restricting volumes) + Maintain Grouted Crossing (Stabilized Surface) + Grade Stabilizer Repair  RCRCD + Invasive Vegetation Removal + Other Vegetation Maintenance + Trash Removal
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**Exhibit D**



**Exhibit D**



Easement Property

-  INDICATES RCFC/CITY FEE PROPERTY.
-  INDICATES RCFC/CITY EASEMENT PROPERTY.

**COOPERATIVE AGREEMENT**  
Bedford Canyon - Arantine Hills Levee, Stage 1  
Bedford Canyon - Bedford Canyon Wash, Stage 1  
Project Nos. 2-0-00380 and 2-0-00381  
Tract Map No. 36294





***First American Title***

File No.: 4845167-A (tc)

This report has been amended/updated to reflect the following matters:

- No changes made to the report other than the Effective Date
- Property address has been revised
- Vesting has been revised
- Legal Description has been revised
- Taxes have been updated
- Original item number(s) 1 have been removed
- New item number(s) have been added
- Original item number(s) 2 and 16 have been revised
- Other: APN under legal has been revised.

Updated 11-17-2020



*First American Title*

## First American Title Company

1250 Corona Pointe Court, Ste 200  
Corona, CA 92879

Ryan La Vigne  
The New Home Company  
85 Enterprise, Suite 450  
Aliso Viejo, CA 92656

Customer Reference: Lots D, E, K, M, Q, of Tr 36294 & AP 282-030-007

Order Number: 4845167-A (tc)

Title Officer: Terrell Crutchfield  
Phone: (951)256-5879  
Fax No.: (866)558-2872  
E-Mail: tcrutchfield@firstam.com

Buyer:  
Owner: Arantine Hills Holding, LP  
Property: Vacant Land  
Corona, CA

### PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this 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 below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations 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 Exhibit A attached. *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.* Limitations 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 Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

**Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A 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.

Dated as of November 04, 2020 at 7:30 A.M.

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

To Be Determined

A specific request should be made if another form or additional coverage is desired.

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

ARANTINE HILLS HOLDINGS LP, A DELAWARE LIMITED PARTNERSHIP

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

A fee.

The Land referred to herein is described as follows:

(See attached Legal Description)

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

1. Intentionally Deleted
2. General and special taxes for the fiscal year 2020-2021, are unsegregated at this time.
3. Taxes and assessments. Report to follow. Please verify before closing.
4. The lien of special tax assessed pursuant to Chapter 2.5 commencing with Section 53311 of the California Government Code for Community Facilities District 2016-1 (Public Services), as disclosed by Notice of Special Tax Lien recorded April 7, 2016 as Instrument No. 2016-0137350 and amended October 17, 2017 as Instrument No. 2017-0430436, both of Official Records.
5. The land lies within the boundaries of proposed community facilities District No. 2018-1 (Bedford), as disclosed by a map filed May 9, 2018 in Book 82, Page 45 of maps of assessment and community facilities districts recorded May 9, 2018 as Instrument No. 2018-0180699 of Official Records.
6. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

7. An easement for water pipes, ditches, flumes, conduits and incidental purposes, recorded March 12, 1898 in Book 68, Page 25 and April 4, 1898 Book 64, Page 136, both of Deeds.

In Favor of: Riverside Land and Water Company

Affects: As described therein

The location of the easement cannot be determined from record information.

8. Covenants, conditions, restrictions, easements, assessments, liens, charges, terms and provisions in the document recorded January 27, 1999 as Instrument No. 1999-033005 of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, sexual orientation, familial status, disability, handicap, national origin, genetic information, gender, gender identity, gender expression, source of income (as defined in California Government Code § 12955 (p)) or ancestry, to the extent such covenants, conditions or restrictions violate 42 U.S.C. § 3604(c), or California Government Code § 12955. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Note: You may wish to contact the homeowners association referred to in the above document for information regarding assessments, transfer requirements or other matters.

A declaration of annexation recorded October 28, 2002 as Instrument No. 2002-608666 of Official Records.

9. The terms and provisions contained in the document entitled "Pre-Annexation Agreement and Statement of Intent" recorded June 20, 2001 as Instrument No. 2001-280967 of Official Records.
10. The Terms, Provisions and Easement(s) contained in the document entitled "Easement Agreement" executed by Gary L. McMillan and Patricia A. McMillan, as Trustees of the McMillan Trust dated November 9, 2005 and Corona Investment Properties, LLC, a California limited liability company and Riverside County Transportation Commission, a public entity recorded December 26, 2008 as Instrument No. 2008-0672263 of Official Records.

The location of the easement cannot be determined from record information.

11. Intentionally Deleted

12. The terms and provisions contained in the document entitled "Agreement for Payment of Design Costs and Dedication of Property for Traffic Improvements" recorded October 9, 2013 as Instrument No. 2013-0485316 of Official Records.

13. The Terms, Provisions and Easement(s) contained in the document entitled "Water Tank Easement Agreement" executed by Gary L. McMillan and Patricia A. McMillan, as Trustees of the McMillan Trust dated November 9, 2005 and Arantine Holdings, LP, a Delaware limited liability company recorded December 31, 2014 as Instrument No. 2014-0499147 of Official Records.

The location of the easement cannot be determined from record information.

14. The terms and provisions contained in the document entitled Construction Easement recorded March 2, 2016 as Instrument No. 2016-0084001 of Official Records.

Document(s) declaring modifications thereof recorded June 27, 2018 as Instrument No. 2018-0259939 of Official Records.

15. The terms and provisions contained in the document entitled "Arantine Hills Development Agreement" recorded July 21, 2016 as Instrument No. 2016-0306565 of Official Records.

Document(s) declaring modifications thereof recorded March 22, 2019 as Instrument No. 2019-0097296 of Official Records.

16. The following matters shown or disclosed by the filed or recorded map referred to in the legal description:

We hereby retain Lot "D" and Lot "E", as shown as ("private street"), for private use, for the sole benefit our ourselves, our successors, assignees and lot owners of Tract No. 36294.

We hereby retain Lot "K" and "M", indicated as open space, as shown on Tract No. 36294, for private use, for the sole benefit our ourselves, our successors, assignees and lot owners of Tract No. 36294.

We hereby retain Lot "Q", indicated as basin, as shown on Tract No. 36294, for private use, for the sole benefit our ourselves, our successors, assignees and lot owners of Tract No. 36294.

We hereby retain Lot "R", indicated as open space, as shown on Tract No. 36294, for private use, for the sole benefit our ourselves, our successors, assignees and lot owners of Tract No. 36294.

17. An easement shown or dedicated on Tract Map 36294, Book 456, Pages 23 through 38 of Maps.

For: Public water, reclaimed water, drainage, sewer, street light and public utility purposes, trail, together with the right of ingress and egress for service and emergency vehicles and personel and incidental purposes.

(Affects Lots D and E)

THE ABOVE DEDICATION WAS NOT ACCEPTED BY THE CITY OF CORONA ON SAID TRACT NO. 36294.

18. An easement shown or dedicated on Tract Map 36294, Book 456, Pages 23 through 38 of Maps. The dedication is for ingress and egress to and from Lot "B" to Lot 4, 6, 7, Lot "B" to Lot "H" and Lot "G" to Lot "N" and Lot "T", for construction and maintenance of public utilities.

For: Access and public utility and incidental purposes.

(Affects Lot Q)

19. Intentionally Deleted

(Affects Lot Q)

THE ABOVE DEDICATION WAS NOT ACCEPTED BY THE CITY OF CORONA ON SAID TRACT NO. 36294.

20. An easement shown or dedicated on Tract Map 36294, Book 456, Pages 23 through 38 of Maps. The dedication is for public utility and ingress and egress, for services and emergency vehicles.

For: Public utility and access and incidental purposes.

(Affects Lot Q)

21. Intentionally Deleted

(Affects Lot Q )

22. Intentionally Deleted

(Affects Lot Q)

THE ABOVE DEDICATION WAS NOT ACCEPTED BY THE CITY OF CORONA ON SAID TRACT NO. 36294.

23. An easement shown or dedicated on Tract Map 36294, Book 456, Pages 23 through 38 of Maps. The dedication is for construction and maintenance of flood control facilities.

For: Flood control and incidental purposes.

(Affects Lots K, M and Q)

THE ABOVE DEDICATION WAS NOT ACCEPTED BY THE CITY OF CORONA ON SAID TRACT NO. 36294.

24. The effect of an environmental constraint note affecting said map on file in the office of the Corona City Engineer.

25. An easement for underground communication facilities and incidental purposes, recorded March 9, 2018 as Instrument No. 2018-0091042 of Official Records.

In Favor of: Pacific Bell Telephone Company, a California corporation dba AT&T California

Affects: As described therein

26. The Terms, Provisions and Easement(s) contained in the document entitled Declaration Establishing Access Easements Rights recorded May 4, 2018 as Instrument No. 2018-0174861 of Official Records.

The location of the easement cannot be determined from record information.

27. An easement for transportation and distribution of natural gas and communication and incidental purposes, recorded June 21, 2018 as Instrument No. 2018-0251184 of Official Records.  
In Favor of: Southern California Gas Company  
Affects: as described therein

The location of the easement cannot be determined from record information.

28. A deed of trust to secure an original indebtedness of \$32,000,000.00 recorded July 27, 2018 as Instrument No. 2018-0304316 of Official Records.

Dated: July 26, 2018  
Trustor: Arantine Hills Holding, LP, a Delaware limited partnership  
Trustee: First American Title Insurance Company  
Beneficiary: CIBC Bank USA, an Illinois state chartered bank  
Affects: The land and other property.

The above deed of trust states that it is a construction deed of trust.

29. The terms and provisions contained in the document entitled Cooperative Agreement recorded October 25, 2018 as Instrument No. 2018-0397376 of Official Records.
30. The terms and provisions contained in the document entitled Cooperative Agreement recorded January 25, 2019 as Instrument No. 2019-0028775 of Official Records.
31. Water rights, claims or title to water, whether or not shown by the public records.
32. Rights of parties in possession.

**Prior to the issuance of any policy of title insurance, the Company will require:**

33. With respect to Arantine Hills Holdings LP, a Delaware limited partnership:
- That a certified copy of the application for registration, foreign limited partnership (form LP-5) and any amendments thereto (form LP-6) be recorded in the public records;
  - A full copy of the partnership agreement and any amendments;
  - Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
  - Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.

**INFORMATIONAL NOTES**

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable 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. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.





***First American Title***

First American Title Company  
1250 Corona Pointe Court, Suite 200  
Corona, CA 92879  
(951)256-5880  
Fax - (909)476-2401

**WIRE INSTRUCTIONS**

**for**

**First American Title Company, Demand/Draft Sub-Escrow Deposits  
Riverside County, California**

**First American Trust, FSB**

5 First American Way  
Santa Ana, CA 92707  
Banking Services: (877) 600-9473

**ABA 122241255**

**Credit to First American Title Company  
Account No. 3097840000**

**Reference Title Order Number 4845167-A and Title Officer Terrell Crutchfield**

**Please wire the day before recording.**

### LEGAL DESCRIPTION

Real property in the City of Corona, County of Riverside, State of California, described as follows:

BEING PORTIONS OF LOTS "D," "E," "K," "M," "Q" AND "R" OF TRACT MAP NO. 36294 IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED BOOK 456, PAGES 23 THROUGH 58, INCLUSIVE, OF MAP BOOKS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND BEING A PORTION OF PARCEL "A" OF LOT LINE ADJUSTMENT NO. 05574 IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AS RECORDED ON MARCH 6, 2017, AS INSTRUMENT NUMBER 2017-0092680, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING WITHIN SECTIONS 16, 20 AND 21, TOWNSHIP 4 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERLY CORNER OF SAID LOT "M";

THENCE ALONG THE SOUTHERLY LINE OF SAID LOT "M", SOUTH 89°39'38" EAST 4.18 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1061.00 FEET, A RADIAL LINE TO THE BEGINNING OF SAID CURVE BEARS NORTH 45°26'54" WEST, SAID CURVE FURTHER BEING 3.00 FEET SOUTHEASTERLY AND CONCENTRIC WITH THAT CERTAIN CURVE DESCRIBED AS " C65, DELTA=3°10'40" R=1064.00' L=59.01'";

THENCE NORTHEASTERLY 53.46 FEET ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 2°53'13", A RADIAL LINE TO SAID POINT BEARS NORTH 42°33'41" EAST;

THENCE ALONG THE NORTHWESTERLY PROLONGATION OF SAID RADIAL LINE, NORTH 42°33'41" EAST 3.00 FEET TO A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1064.00 FEET, A RADIAL LINE TO THE BEGINNING OF SAID CURVE BEARS NORTH 42°33'41" WEST, SAID POINT ALSO BEING A POINT ON THE NORTHWESTERLY LINE OF SAID LOT "M";

THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT "M" THE FOLLOWING TWO (2) COURSES:

1. NORTHEASTERLY 2.49 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 0°08'02" AND
2. NORTH 47°34'21" EAST 17.51 FEET;

THENCE DEPARTING SAID NORTHWESTERLY LINE, SOUTH 42°25'39" EAST 3.00 FEET TO A LINE BEING 3.00 FEET SOUTHEASTERLY AND PARALLEL WITH MEASURED AT RIGHT ANGLES FROM THE NORTHWESTERLY LINE OF SAID LOT "M";

THENCE ALONG THE FOLLOWING FIVE (5) COURSE WHICH ARE 3.00 FEET SOUTHEASTERLY AND PARALLEL OR CONCENTRIC WITH THE NORTHWESTERLY LINE OF SAID LOT "M";

1. TANGENT FROM SAID CURVE, NORTH 47°34'21" EAST 263.71 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1053.00 FEET,
2. NORTHEASTERLY 66.48 FEET ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 3°37'03",
3. TANGENT FROM SAID CURVE, NORTH 51°11'24" EAST 168.93 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 505.00 FEET,

4. NORTHEASTERLY 9.06 FEET ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 1°01'40" AND

5. TANGENT FROM SAID CURVE, NORTH 52°13'04" EAST 389.93 FEET; THENCE NORTH 66°30'39" EAST 5.66 FEET;

THENCE NORTH 58°08'52" EAST 40.61 FEET;

THENCE NORTH 59°17'09" EAST 88.75 FEET TO A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 50.00 FEET, A RADIAL LINE TO THE BEGINNING OF SAID CURVE BEARS SOUTH 24°53'57" EAST;

THENCE WESTERLY 41.46 FEET ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 47°30'25" TO A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 546.00 FEET, A RADIAL LINE TO THE BEGINNING OF SAID CURVE BEARS SOUTH 45°09'43" EAST, SAID POINT BEING ON THE NORTHWESTERLY LINE OF SAID LOT "M";

THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT "M", NORTHEASTERLY 16.68 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 1°45'00" TO A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 35.00 FEET, A RADIAL LINE TO THE BEGINNING OF SAID CURVE BEARS SOUTH 12°36'57" WEST;

THENCE DEPARTING SAID NORTHWESTERLY LINE, EASTERLY 23.65 FEET ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 38°43'02";

THENCE NON-TANGENT FROM SAID CURVE NORTH 25°02'33" WEST 13.40 FEET TO A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 549.00 FEET, A RADIAL LINE TO THE BEGINNING OF SAID CURVE BEARS SOUTH 49°17'03" EAST, SAID POINT BEING 3.00 FEET SOUTHEASTERLY AND CONCENTRIC WITH THAT CERTAIN COURSE SHOWN AS " DELTA=17°04'00" " ON SAID TRACT 36294;

THENCE ALONG SAID CONCENTRIC CURVE, NORTHEASTERLY 47.91 FEET ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 5°00'01";

THENCE NON-TANGENT FROM SAID CURVE SOUTH 87°15'44" EAST 5.87 FEET; THENCE NORTH 83°41'13" EAST 3.42 FEET;

THENCE NORTH 36°10'11" EAST 11.03 FEET;

THENCE NORTH 50°06'20" EAST 7.84 FEET;

THENCE NORTH 54°04'03" EAST 9.86 FEET;

THENCE NORTH 61°17'24" EAST 9.34 FEET;

THENCE NORTH 65°56'11" EAST 7.98 FEET;

THENCE NORTH 73°32'49" EAST 6.97 FEET;

THENCE NORTH 85°27'25" EAST 6.30 FEET;

THENCE NORTH 81°23'13" EAST 12.34 FEET;

THENCE NORTH 78°15'09" EAST 12.13 FEET;

THENCE NORTH 3°39'59" WEST 6.27 FEET TO A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 88.00 FEET, A RADIAL LINE TO THE BEGINNING OF SAID CURVE BEARS SOUTH 10°26'55" EAST, SAID POINT BEING 3.00 FEET SOUTHEASTERLY AND CONCENTRIC WITH THAT CERTAIN CURVE SHOWN AS "DELTA=74°12'31" R=85.00' L=110.09'";

THENCE ALONG THE FOLLOWING FIVE (5) COURSE WHICH ARE 3.00 FEET SOUTHEASTERLY AND CONCENTRIC OR PARALLEL WITH SAID NORTHWESTERLY LINE OF SAID LOT "M";

1. NORTHEASTERLY 100.12 FEET ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 65°11'18" TO A POINT OF REVERSE CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 577.00 FEET, A RADIAL LINE TO THE BEGINNING OF SAID REVERSE CURVE BEARS NORTH 75°38'13" WEST,

2. NORTHEASTERLY 212.82 FEET ALONG SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 21°08'00",

3. TANGENT FROM SAID CURVE NORTH 35°29'46" EAST 90.32 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1139.00 FEET,

4. NORTHEASTERLY 22.41 FEET ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 1°07'38" AND

5. TANGENT FROM SAID CURVE NORTH 34°22'09" EAST 517.42 FEET;

THENCE NORTH 42°20'29" EAST 320.82 FEET TO A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 50.00 FEET, A RADIAL LINE TO THE BEGINNING OF SAID CURVE BEARS SOUTH 47°39'31" EAST;

THENCE WESTERLY 69.56 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 79°42'40" TO A POINT ON THE NORTHWESTERLY LINE OF SAID LOT "M";

THENCE ALONG SAID NORTHWESTERLY LINE, NON-TANGENT FROM SAID CURVE NORTH 34°22'09" EAST 15.02 FEET TO A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 35.00 FEET, A RADIAL LINE TO THE BEGINNING OF SAID CURVE BEARS SOUTH 31°03'31" WEST;

THENCE EASTERLY 42.30 FEET ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 69°15'05"; THENCE NON-TANGENT FROM SAID CURVE NORTH 1°56'13" WEST 28.50 FEET;

THENCE NORTH 24°51'39" EAST 69.58 FEET TO A LINE 3.00 FEET SOUTHEASTERLY AND PARALLEL WITH MEASURED AT RIGHT ANGLES FROM THE NORTHWESTERLY LINE OF SAID LOT "M";

THENCE ALONG THE FOLLOWING TWO (2) COURSE WHICH ARE 3.00 FEET SOUTHEASTERLY AND CONCENTRIC OR PARALLEL WITH SAID NORTHWESTERLY LINE OF SAID LOT "M";

1. NORTH 34°22'09" EAST 390.86 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1061.00 FEET AND

2. NORTHEASTERLY 44.32 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 2°23'37" TO A COMPOUND CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 229.66 FEET;

THENCE NORTHEASTERLY 24.23 FEET ALONG SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 6°02'40"; THENCE TANGENT FROM SAID CURVE, NORTH 42°48'26" EAST 23.93 FEET;

THENCE NORTH 40°08'04" EAST 53.99 FEET;

THENCE NORTH 38°48'55" EAST 140.63 FEET;

THENCE NORTH 39°23'55" EAST 54.19 FEET;

THENCE NORTH 41°09'52" EAST 69.25 FEET;

THENCE NORTH 43°50'11" EAST 24.13 FEET;

THENCE NORTH 53°32'25" EAST 32.07 FEET;

THENCE NORTH 55°04'13" EAST 3.91 FEET;

THENCE NORTH 50°12'41" EAST 38.25 FEET;

THENCE NORTH 52°37'05" EAST 40.87 FEET;

THENCE NORTH 54°14'55" EAST 43.45 FEET;

THENCE NORTH 55°14'32" EAST 43.62 FEET;

THENCE NORTH 54°48'46" EAST 43.92 FEET;

THENCE NORTH 54°10'47" EAST 21.68 FEET;

THENCE NORTH 35°49'13" WEST 34.99 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID LOT "M";

THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT "M", NORTH 47°56'44" EAST 15.42 FEET TO A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 35.11 FEET, A RADIAL LINE TO THE BEGINNING OF SAID CURVE BEARS SOUTH 31°40'05" WEST;

THENCE EASTERLY 41.28 FEET ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 67°21'51";

THENCE NON-TANGENT FROM SAID CURVE NORTH 54°10'54" EAST 19.06 FEET;

THENCE NORTH 54°09'49" EAST 219.05 FEET;

THENCE NORTH 51°55'02" EAST 63.59 FEET;

THENCE NORTH 48°22'07" EAST 78.43 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 35.00 FEET;

THENCE NORTHERLY 57.98 FEET ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 94°54'23" TO A POINT ON THE NORTHWESTERLY LINE OF SAID LOT "M";

THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT "M", NON-TANGENT FROM SAID CURVE NORTH 53°13'19" EAST 15.15 FEET TO A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 34.98 FEET, A RADIAL LINE TO THE BEGINNING OF SAID CURVE BEARS SOUTH 57°00'52" WEST;

THENCE EASTERLY 53.88 FEET ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF

88°15'24"; THENCE NON-TANGENT FROM SAID CURVE NORTH 45°23'06" EAST 54.64 FEET;

THENCE NORTH 48°10'41" EAST 40.20 FEET;

THENCE NORTH 46°20'12" EAST 80.13 FEET;

THENCE NORTH 48°00'12" EAST 116.18 FEET;

THENCE SOUTH 41°16'51" EAST 47.80 FEET;

THENCE SOUTH 86°25'19" EAST 21.57 FEET;

THENCE NORTH 73°33'03" EAST 11.44 FEET;

THENCE NORTH 49°07'47" EAST 22.09 FEET;

THENCE NORTH 48°24'00" EAST 54.50 FEET;

THENCE NORTH 41°43'58" EAST 15.59 FEET;

THENCE NORTH 46°16'08" EAST 38.03 FEET;

THENCE NORTH 46°12'36" EAST 40.24 FEET;

THENCE NORTH 44°17'07" EAST 56.08 FEET;

THENCE NORTH 37°51'25" WEST 15.60 FEET TO A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 50.00 FEET, A RADIAL LINE TO THE BEGINNING OF SAID CURVE BEARS SOUTH 37°51'25" EAST;

THENCE NORTHEASTERLY 6.79 FEET ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 7°47'03";

THENCE NORTH 44°21'32" EAST 38.27 FEET;

THENCE NORTH 45°25'14" EAST 34.44 FEET;

THENCE NORTH 45°28'41" EAST 34.15 FEET;

THENCE NORTH 47°19'46" EAST 35.59 FEET;

THENCE NORTH 50°46'23" EAST 36.50 FEET;

THENCE NORTH 48°25'34" EAST 34.12 FEET;

THENCE NORTH 44°49'14" EAST 64.52 FEET;

THENCE NORTH 46°48'55" EAST 42.24 FEET;

THENCE NORTH 46°30'14" EAST 22.97 FEET;

THENCE NORTH 45°45'06" EAST 35.03 FEET;

THENCE NORTH 45°58'06" EAST 33.98 FEET;

THENCE NORTH 45°23'05" EAST 36.72 FEET;

THENCE NORTH 50°42'21" EAST 34.73 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 470.65 FEET;

THENCE NORTHEASTERLY 24.91 FEET ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 3°01'58"; THENCE TANGENT FROM SAID CURVE, NORTH 53°44'19" EAST 83.21 FEET;

THENCE NORTH 54°29'11" EAST 58.81 FEET;

THENCE NORTH 31°41'41" WEST 41.59 FEET;

THENCE NORTH 40°18'04" EAST 24.18 FEET;

THENCE SOUTH 67°42'11" EAST 46.92 FEET;

THENCE NORTH 65°23'48" EAST 50.13 FEET TO A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1739.00 FEET, A RADIAL LINE TO THE BEGINNING OF SAID CURVE BEARS NORTH 23°23'54" EAST, SAID POINT BEING ON THE NORTHEASTERLY LINE OF SAID TRACT 36294;

THENCE SOUTHEASTERLY 124.57 FEET ALONG SAID NORTHEASTERLY LINE OF TRACT 36294 AND NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 4°06'15" TO THE EASTERLY CORNER OF SAID LOT "K";

THENCE NON-TANGENT FROM SAID NON-TANGENT CURVE SOUTH 43°15'02" WEST 43.61 FEET;

THENCE SOUTH 53°08'33" WEST 65.81 FEET;

THENCE SOUTH 43°47'00" WEST 91.09 FEET;

THENCE SOUTH 56°50'57" WEST 118.58 FEET;

THENCE SOUTH 46°40'46" WEST 119.80 FEET;

THENCE SOUTH 42°25'03" WEST 227.87 FEET;

THENCE SOUTH 22°18'04" WEST 112.03 FEET;

THENCE SOUTH 45°43'40" WEST 126.74 FEET;

THENCE NORTH 48°03'39" WEST 50.44 FEET;

THENCE SOUTH 73°58'13" WEST 17.83 FEET;

THENCE SOUTH 47°35'01" WEST 134.13 FEET;

THENCE SOUTH 37°28'47" WEST 32.05 FEET;

THENCE SOUTH 33°44'25" EAST 63.46 FEET;

THENCE SOUTH 40°18'14" WEST 56.84 FEET;

THENCE SOUTH 49°32'56" WEST 209.83 FEET;

THENCE SOUTH 12°43'25" WEST 86.50 FEET;  
THENCE SOUTH 50°32'54" WEST 173.95 FEET;  
THENCE NORTH 74°16'55" WEST 19.26 FEET;  
THENCE SOUTH 59°57'46" WEST 266.79 FEET;  
THENCE SOUTH 38°32'20" WEST 86.09 FEET;  
THENCE SOUTH 61°47'32" WEST 164.08 FEET;  
THENCE NORTH 21°14'08" WEST 9.72 FEET;  
THENCE SOUTH 44°17'01" WEST 206.67 FEET;  
THENCE SOUTH 27°30'34" WEST 104.34 FEET;  
THENCE SOUTH 20°09'52" WEST 166.87 FEET;  
THENCE SOUTH 47°00'29" WEST 145.66 FEET;  
THENCE SOUTH 29°38'36" WEST 63.30 FEET;  
THENCE SOUTH 41°18'18" WEST 86.84 FEET;  
THENCE SOUTH 35°36'42" WEST 148.89 FEET;  
THENCE SOUTH 25°41'56" WEST 133.33 FEET;  
THENCE SOUTH 26°03'50" WEST 166.89 FEET;  
THENCE SOUTH 31°14'29" WEST 75.95 FEET;  
THENCE SOUTH 45°42'50" WEST 28.76 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT "S",  
SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID PARCEL "A";  
THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL "A" THE FOLLOWING FIVE (5) COURSES:  
1. SOUTH 32°33'59" WEST 93.56 FEET,  
2. SOUTH 46°21'46" WEST 86.90 FEET,  
3. SOUTH 40°19'05" WEST 88.81 FEET,  
4. SOUTH 46°14'26" WEST 73.89 FEET AND  
5. SOUTH 36°57'39" WEST 101.90 FEET;  
THENCE SOUTH 29°01'11" WEST 157.72 FEET;  
THENCE SOUTH 35°49'34" WEST 191.04 FEET;  
THENCE SOUTH 50°42'31" WEST 139.10 FEET;



THENCE SOUTH 40°44'14" WEST 156.12 FEET;

THENCE SOUTH 47°26'28" WEST 63.01 FEET;

THENCE SOUTH 54°10'22" WEST 210.37 FEET;

THENCE SOUTH 63°49'17" WEST 97.87 FEET;

THENCE SOUTH 49°56'22" WEST 64.82 FEET;

THENCE SOUTH 62°38'52" WEST 138.14 FEET;

THENCE SOUTH 47°08'07" WEST 112.50 FEET;

THENCE SOUTH 61°33'08" WEST 65.38 FEET;

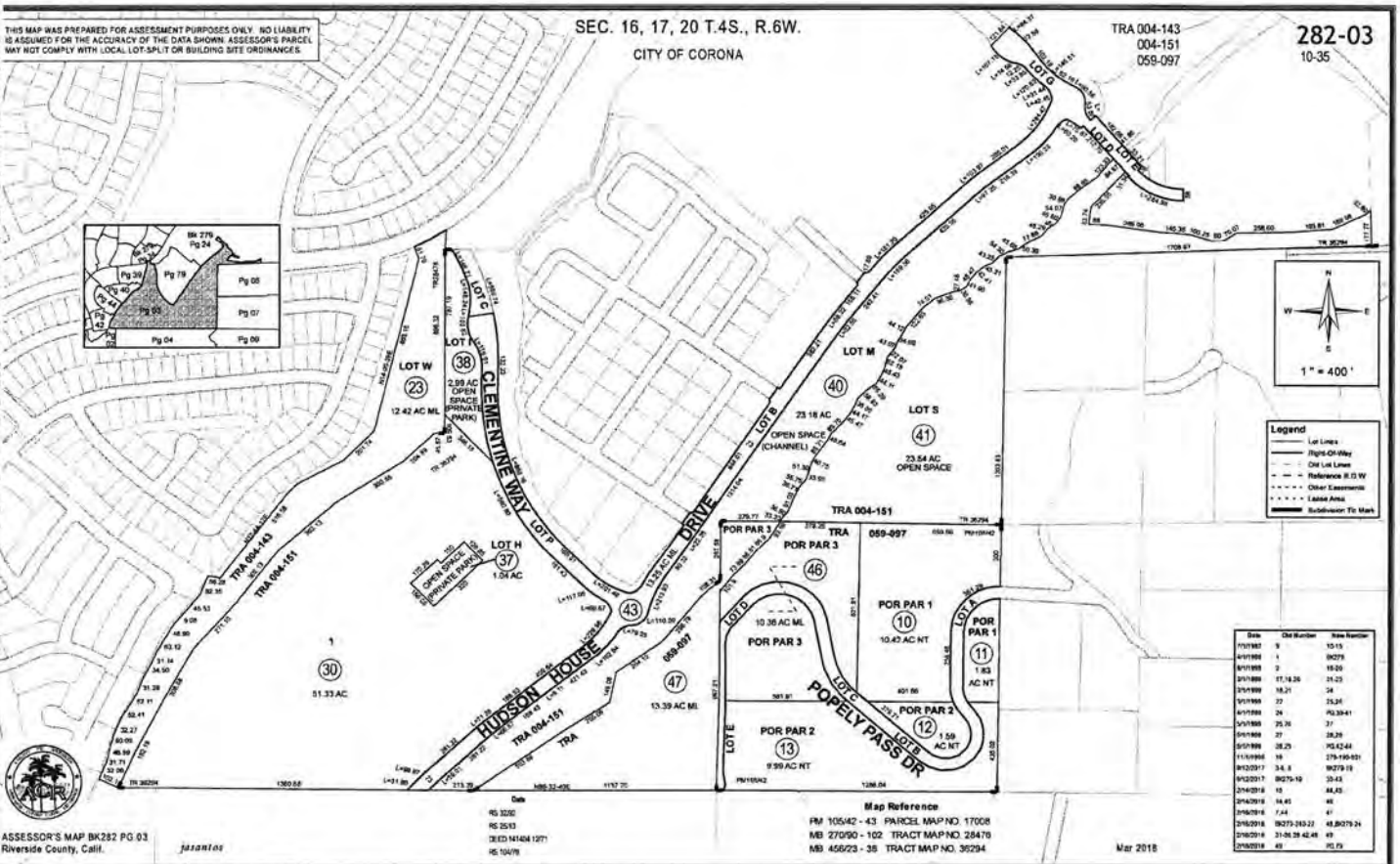
THENCE SOUTH 27°01'43" WEST 44.99 FEET TO POINT ON THE SOUTHERLY LINE OF SAID PARCEL "A";

THENCE ALONG SAID SOUTHERLY LINE AND THE SOUTHERLY LINE OF SAID LOT "M", NORTH 89°39'38" WEST 327.16 FEET TO THE TRUE POINT OF BEGINNING.

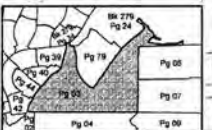
NOTE: THE ABOVE LEGAL DESCRIPTION IS FOR THE SOLE PURPOSE OF THIS REPORT AND MAY NOT BE CONSIDERED FOR USE IN ANY POLICY OF TITLE INSURANCE TO BE ISSUED BY THIS COMPANY, AND IS SUBJECT TO CHANGE AT ANY TIME.

APN: 279-240-029, 279-240-038, 282-030-040, 282-030-043 and 282-030-047 (Affects this and other properties)

Order: 2 Comment: 1  
 Description: Riverside, CA Assessor Map 282.3 Page: 1 of 1



THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.



Legend  
 - Lot Lines  
 - Right-Of-Way  
 - Old Lot Lines  
 - Reference to D & W  
 - Other Easements  
 - Label Area  
 - Subdivision To Mark

Block	Old Number	New Number
1701987	9	15-15
0911988	1	0279
0911989	2	10-20
0911990	17,18,20	21-23
0911991	18,21	24
0911992	22	25,26
0911993	24	40,30-41
0911994	25,26	27
0911995	27	28,29
0911996	28,29	42,43,44
1111998	30	279-190-001
0922017	34,8	0279-18
0922018	0279-19	29-31
0922019	40	44,45
0922020	44,45	46
0922021	46	47
0922022	0279-20,32	48,3079-24
0922023	31-04,28,42,48	49
0922024	49	49,50

ASSESSOR'S MAP BK282 PG 03  
 Riverside County, Calif.

Date  
 06/20/08  
 08/27/10 (127)  
 06/10/18

Map Reference  
 PM 105442 - 43 PARCEL MAP NO. 17008  
 MB 270190 - 102 TRACT MAP NO. 28476  
 MB 456223 - 35 TRACT MAP NO. 35294

Mar 2018

First American Title

Order Number: 4845167-A (tc)  
 Page Number: 18

***NOTICE***

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

**EXHIBIT A**  
**LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)**

**CLTA 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 unless such lien is shown by the public records at Date of Policy.

**CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)**  
**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% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less)	\$10,000
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 19:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 21:	1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less)	\$5,000

**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, [ t[or T]his 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 unless such lien is shown by the Public Records at Date of Policy.

#### 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:]

### 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 or 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 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 unless such lien is shown by the Public Records at Date of Policy.
7. [Variable exceptions such as taxes, easements, CC&R's, etc. shown here.]

#### ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)

##### 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, 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.





## Privacy Notice

**Effective:** January 1, 2020

**Notice Last Updated:** January 1, 2020

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as "First American," "we," "us," or "our") collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties. For more information about our privacy practices, please visit <https://www.firstam.com/privacy-policy/index.html>. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

**What Type Of Information Do We Collect About You?** We collect both **personal** and **non-personal information** about and from you. **Personal information** is non-public information that can be used to directly or indirectly identify or contact you. **Non-personal information** is any other type of information.

**How Do We Collect Your Information?** We collect your **personal** and **non-personal information**: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

**How Do We Use Your Information?** We may use your personal information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. We may use your **non-personal information** for any purpose.

**How Do We Share Your Personal Information?** We do not sell your **personal information** to nonaffiliated third parties. We will only share your **personal information**, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. If you have any questions about how First American shares your **personal information**, you may contact us at [dataprivacy@firstam.com](mailto:dataprivacy@firstam.com) or toll free at 1-866-718-0097.

**How Do We Secure Your Personal Information?** The security of your **personal information** is important to us. That is why we take commercially reasonable steps to make sure your **personal information** is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your **personal information**.

**How Long Do We Keep Your Personal Information?** We keep your **personal information** for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

**Your Choices** We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your **personal information**. In accordance with applicable law, your controls and choices. You can learn more about your choices, and exercise these controls and choices, by sending an email to [dataprivacy@firstam.com](mailto:dataprivacy@firstam.com) or toll free at 1-866-718-0097.

**International Jurisdictions:** Our Products are hosted and offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your **personal information** to us in the US, and you consent to that transfer and use of your **personal information** in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

**Contact Us** [dataprivacy@firstam.com](mailto:dataprivacy@firstam.com) or toll free at 1-866-718-0097.



**For California Residents**

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

**Right to Know.** You have a right to request that we disclose the following information to you: (1) the categories of **personal information** we have collected about or from you; (2) the categories of sources from which the **personal information** was collected; (3) the business or commercial purpose for such collection and/or disclosure of your personal information; (4) the categories of third parties with whom we have shared your **personal information**; and (5) the specific pieces of your **personal information** we have collected. To submit a verified request for this information, go to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) to submit your request or by calling toll-free at 1-866-718-0097 and submitting written proof of such authorization to [dataprivacy@firstam.com](mailto:dataprivacy@firstam.com).

**Right of Deletion.** You also have a right to request that we delete the **personal information** we have collected from you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) to submit your request or by calling toll-free at 1-866-718-0097 and submitting written proof of such authorization to [dataprivacy@firstam.com](mailto:dataprivacy@firstam.com).

**Verification Process.** For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the personal information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

**Right to Opt-Out.** We do not sell your personal information to third parties, and do not plan to do so in the future.

**Right of Non-Discrimination.** You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

**Collection Notice.** The following is a list of the categories of personal information we may have collected about California residents in the twelve months preceding the date this Privacy Notice was last updated, including the business or commercial purpose for said collection, the categories of sources from which we may have collected the personal information, and the categories of third parties with whom we may have shared the personal information:

<b>Categories of Personal Information Collected</b>	The categories of personal information we have collected include, but may not be limited to: real name; signature; alias; SSN; physical characteristics or description, including protected characteristics under federal or state law; address; telephone number; passport number; driver's license number; state identification card number; IP address; policy number; file number; employment history; bank account number; credit card number; debit card number; financial account numbers; commercial information; internet or other electronic network activity; geolocation data; audio and visual information; professional or employment information; and inferences drawn from the above categories to create a profile about a consumer.
<b>Categories of Sources</b>	Categories of sources from which we've collected <b>personal information</b> include, but may not be limited to: the consumer directly; public records; governmental entities; non-affiliated third parties; social media networks; affiliated third parties
<b>Business Purpose for Collection</b>	The business purposes for which we've collected <b>personal information</b> include, but may not be limited to: completing a transaction for our Products; verifying eligibility for employment; facilitating employment; performing services on behalf of affiliated and non-affiliated third parties; debugging to identify and repair errors that impair existing intended functionality on our Websites, Applications, or Products; protecting against malicious, deceptive, fraudulent, or illegal activity



<b>Categories of Third Parties Shared</b>	The categories of third parties with whom we've shared <b>personal information</b> include, but may not be limited to: advertising networks; internet service providers; data analytics providers; service providers; government entities; operating systems and platforms; social media networks; non-affiliated third parties; affiliated third parties
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*Categories of Personal Information We Have Sold In The Past Year.* We have not sold any personal information of California residents to any third party in the twelve months preceding the date this Privacy Notice was last updated.

*Categories of Personal Information Disclosed For A Business Purpose In The Past Year.* The following is a list of the categories of **personal information** of California residents we may have disclosed for a business purpose in the 12 months preceding the date this Privacy Notice was last updated: The categories of personal information we have collected include, but may not be limited to: real name; signature; alias; SSN; physical characteristics or description, including protected characteristics under federal or state law; address; telephone number; passport number; driver's license number; state identification card number; IP address; policy number; file number; employment history; bank account number; credit card number; debit card number; financial account numbers; commercial information; internet or other electronic network activity; geolocation data; audio and visual information; professional or employment information; and inferences drawn from the above categories to create a profile about a consumer.