

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



**ITEM: 3.29
(ID # 23081)**

MEETING DATE:
Tuesday, October 31, 2023

FROM : OFFICE OF ECONOMIC DEVELOPMENT:

SUBJECT: OFFICE OF ECONOMIC DEVELOPMENT: Approval of Habitat Maintenance Services Agreement between Riverside-Corona Resource Conservation District and the County of Riverside for Maintenance of Conservation Land Located within County Service Area 126. District 1. [\$15,145 Ongoing Cost; 100% County Service Area 126]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Habitat Maintenance Services Agreement between the Riverside-Corona Resource Conservation District and the County of Riverside on behalf of County Service Area 126; and,
2. Authorize the Chairman of the Board to execute the agreement on behalf of the County of Riverside; and,
3. Delegate contract management authority for the agreement to the Director of the Office of Economic Development, or designee.

ACTION:


Suzanne Holland, Director of Office of Economic Development 9/28/2023

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Gutierrez, seconded by Supervisor Spiegel and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington and Gutierrez
Nays: None
Absent: Perez
Date: October 31, 2023
xc: OED

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 15,145	\$ 15,448	\$ N/A	Prev. Yr. Cost +2%
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% CSA 126			Budget Adjustment: N/A	
			For Fiscal Year: 23/24	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Specific Plan 323 Spring Mountain Ranch is a residential development project within County Service Area 126. County Service Area 126 is authorized to collect special assessments to fund municipal services including, but not limited to, landscape maintenance. Planning Area 5 within SP 323 is comprised of 6 lots and has been designated as conservation land. The first 3 lots within the conservation land have been addressed in a separate agreement approved on December 17, 2019 (BOS Agenda Item 3.13).

Riverside-Corona Resource Conservation District (RCRCD), pursuant to California Public Resource Code section 9408, has been granted authority by the California Legislature to enter into agreements with public districts for the ownership and maintenance of conservation land. Upon execution of the proposed Habitat Maintenance Services Agreement, County Service Area 126 will transfer funds annually to RCRCD for conservation services as described in the long-term maintenance plan for Planning Area 5 of SP 323, for as long as RCRCD performs such services.

Impact on Residents and Businesses

There is no anticipated negative financial impact on residents and businesses. RCRCD is uniquely qualified and is the most cost-efficient option for the conservation requirements. These costs have already been incorporated into the special assessments levied on the parcels within Specific Plan 323.

Additional Fiscal Information

FY23/24 costs under the proposed Habitat Maintenance Services Agreement will be \$15,145.10, with annual costs increasing by 2% annually thereafter. All costs associated with this agreement will be 100% funded by the CSA budget, thus no net county costs will be incurred, and no departmental budget adjustment is required.

Contract History and Price Reasonableness

This is the second agreement for this service within SP 323 in which CSA 126 has entered, covering an additional three lots within the conservation area. RCRCD is a non-profit local government agency authorized by the State of California to perform these services.

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

ATTACHMENTS:

- Habitat Maintenance Services Agreement



Aaron Gettis, Deputy County Counsel 10/12/2023

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

This Maintenance Services Agreement (this "Agreement") is entered into this 31st day of October, 2023, by and between the County of Riverside on behalf of the Office of Economic Development for Habitat Maintenance Services within County Service Area 126 (the "CSA"), and the Riverside-Corona Resource Conservation District, a governmental special district ("RCRCD"). The CSA and RCRCD are sometimes referred to in this Agreement individually as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS the U.S. Army Corps of Engineers (the "Corps") permit for the Spring Mountain Ranch Specific Plan 323 and Landfill Site, ("Project") in the Unincorporated Community of Highgrove, Riverside County, California (the "Project"), SPL-2004-00186-RRS, as amended by the Corps on August 18, 2016 (the "Permit"), requires certain identified portions of the open space area known as PA-5 (hereinafter "PA-5") to be transferred in fee title to RCRCD; and

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

WHEREAS, more specifically, pursuant to a certain donation agreement made by and between the Project's developer and RCRCD, the Project's developer intends to transfer to RCRCD, and RCRCD will accept and ultimately assume the responsibility for maintaining in perpetuity, three parcels in PA-5 which comprise 1.309 acres in total, as further defined below.

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

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

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

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

//

AGREEMENT

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

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

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

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

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

- a. Subject to the availability of funds, commencing on or about May 1, 2024, the CSA shall pay to RCRC D an annual amount of funding from assessments made and collected in connection with the Project. The annual remittances from the CSA to RCRC D shall be determined by applying an upward adjustment to the base year (fiscal year 2022-23) amount of \$14,557.00, reflected on Exhibit "C" hereto, in accordance with the process set forth in Exhibit C-1 hereto.
- b. Following the CSA's contribution to RCRC D of the Initial Maintenance Funding as specified in subparagraph 4(a) above, the CSA shall each year thereafter fund RCRC D an amount which shall be at least two percent (2%) greater than the prior year's contribution from the CSA to RCRC D. The amount, if any, by which a given year's contribution from the CSA to RCRC D shall exceed the prior year's contribution from the CSA to RCRC D

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

- c. The Parties anticipate that RCRCDD will, from time to time, accumulate and hold in reserve contributions that it receives from the CSA in order to provide a rate stabilization fund for future years in which the costs of the Activities may exceed the CSA contribution for the respective year. RCRCDD shall account for all such contributions, their expenditure, and the rate stabilization fund as a discrete account pertaining to the CSA's funding related to the RCRCDD PA-5 parcels pursuant to this Agreement and the parties' December 17, 2019 agreement. In particular, the Parties anticipate that RCRCDD will establish and collect the rate stabilization fund while the Project's developer undertakes and completes the establishment of appropriate flora on the RCRCDD PA-5 parcels pursuant to a right of entry agreement between the Project's developer and RCRCDD, which will accompany the transfer of the RCRCDD PA-5 Additional Parcels to RCRCDD and specify the conditions and timing of the transfer of the maintenance obligation from the Project's developer to RCRCDD.
- d. Upon written request from the CSA, or with such frequency as the CSA may from time to time reasonably prescribe, RCRCDD will provide an accounting of the cost of the Activities incurred and paid for with the CSA's funding provided pursuant to this Agreement, and the status of RCRCDD's rate stabilization fund.

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

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

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

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

To RCRC D at:

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

To CSA at:

County of Riverside on behalf of
County Service Area 126
3403 10th Street, Suite 400
Riverside, CA 92501
Attn: Assistant Director, Office of
Economic Development

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

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

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

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

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

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

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

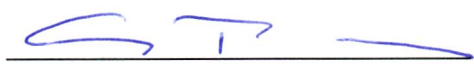
15. Counterparts. This Agreement may be executed in several counterparts, each of

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

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

RIVERSIDE CORONA RESOURCE
CONSERVATION DISTRICT,
a California resource conservation district

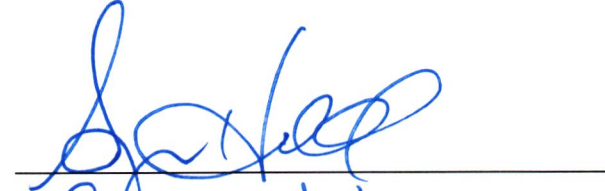
RIVERSIDE COUNTY OFFICE OF ECONOMIC
DEVELOPMENT



Name: Carl Pongs

Title: President

Date: 4-20-2023



Name: Suzanne Holland

Title: Director

Date: 10/19/2023

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

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

RIVERSIDE CORONA RESOURCE
CONSERVATION DISTRICT,
a California resource conservation district

COUNTY OF RIVERSIDE, on behalf of
COUNTY SERVICE AREA 126,

Carl Pong

Title: President

Date: _____



Kevin Jeffries

CHAIR, BOARD OF SUPERVISORS

Title: Chair

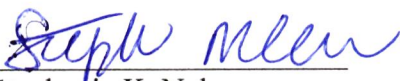
Date: 10/31/23


APPROVED AS TO FORM:

Minh C. Tran
County Counsel

ATTEST:

Kimberly A. Rector
Clerk of the Board

By: 
Stephanie K. Nelson
Deputy County Counsel

By: 
Deputy

EXHIBITS A-1 and A-2

**DESCRIPTION AND DEPICTION OF
RCRCD PA-5 ADDITIONAL PARCELS**

(pages follow)

EXHIBIT "A-1"
LEGAL DESCRIPTION

Parcel 1 (RCRCD-2A):

That portion of Lot of 173 Tract No. 29600, in the Unincorporated Territory of the County of Riverside, State of California, as shown on the map recorded in Book 467, Pages 5 through 25, inclusive, of Maps in the Office of the County Recorder of said Riverside County, lying within Section 16, Township 2 South, Range 4 West, described as follows:

COMMENCING at the southeasterly terminus of that certain course described by "N52°21'12"W 213.68'" on said Tract Map No. 29600, said point being on the southwesterly right of way line of Spring Mountain Road (60.00 foot width), said point also being on a tangent curve concave southwesterly and having a radius of 1420.00 feet;

Thence along said southwesterly right of way line of Spring Mountain Road southeasterly 21.50 feet through a central angle of 00°52'03";

Thence leaving said southwesterly right of way line of the following courses:

South 37°05'18" West 115.19 feet;

Thence South 01°12'05" West 45.74 feet;

Thence South 10°38'45" East 43.85 feet;

Thence South 03°12'23" East 59.80 feet;

Thence South 33°26'00" East 34.26 feet;

Thence South 10°00'15" West 114.60 feet;

Thence South 00°10'47" West 215.07 feet;

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

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

Thence tangent from said curve South 60°20'08" West 31.69 feet to the beginning of a tangent curve concave northwesterly and having a radius of 18.00 feet;

Thence along said curve westerly 10.85 feet through a central angle of 34°32'08";

Thence from said curve South 04°52'16" West 14.00 feet to the **TRUE POINT OF BEGINNING**;

Thence South 19°15'37" East 27.12 feet;

Thence South 64°17'21" West 8.66 feet;

Michael Baker International
40810 County Center Drive, Suite 200
Temecula, CA 92591

December 23, 2021
JN 183255
Page 1 of 7

Thence South 19°58'50" East 33.13 feet;

Thence South 61°51'29" West 20.77 feet;

Thence South 33°07'42" East 26.91 feet;

Thence South 09°27'33" West 28.80 feet;

Thence South 05°37'59" East 12.90 feet;

Thence South 09°54'29" East 34.60 feet;

Thence South 03°37'07" East 17.96 feet;

Thence South 02°28'50" West 76.76 feet;

Thence South 24°30'42" East 36.39 feet;

Thence South 41°43'00" East 17.29 feet;

Thence South 34°01'59" West 38.69 feet;

Thence North 55°58'01" West 50.12 feet;

Thence North 01°05'29" East 55.19 feet to a point on a non-tangent curve concave northeasterly and having a radius of 107.00 feet, a radial line of said curve from said point bears North 43°54'44" East;

Thence along said curve northwesterly 34.45 feet through a central angle of 18°26'41";

Thence tangent from said curve North 27°38'35" West 37.62 feet to a point on a non-tangent curve concave northeasterly and having a radius of 106.99 feet, a radial line of said curve from said point bears North 62°21'21" East;

Thence along said curve northerly 32.28 feet through a central angle of 17°17'09";

Thence tangent from said curve North 10°21'30" West 111.03 feet to the beginning of a tangent curve concave southeasterly and having a radius of 32.00 feet;

Thence along said curve northerly 30.29 feet through a central angle of 54°14'18";

Thence tangent from said curve North 43°52'48" East 9.50 feet to the beginning of a tangent curve concave northwesterly and having a radius of 43.00 feet;

Thence along said curve northeasterly 28.73 feet through a central angle of 38°17'17";

Thence tangent from said curve North 05°35'31" East 114.63 feet to the beginning of a tangent curve concave westerly and having a radius of 93.00 feet;

Thence along said curve northerly 33.98 feet through a central angle of 20°56'09";

Thence non-tangent from said curve South 13°56'32" East 131.01 feet;

Thence South 13°44'39" East 17.46 feet to a point on a tangent curve concave northeasterly and having a radius of 32.00 feet;

Thence along said curve southeasterly 39.87 feet through a central angle of 71°23'05" to the **TRUE POINT OF BEGINNING**.

CONTAINING: 0.636 acres, more or less.

Parcel 2 (RCRCD-3B):

That portion of Lot of 131 Tract No. 29740-1, in the Unincorporated Territory of the County of Riverside, State of California, as shown on the map recorded in Book 469, Pages 77 through 93, inclusive, of Maps in the Office of the County Recorder of said Riverside County, lying within Sections 9 and 10, Township 2 South, Range 4 West, described as follows:

COMMENCING at the northwesterly corner of lot 131 of said Tract Map No. 29600, said point being on the southerly right of way line of Spring Mountain Road (60.00 foot width);

Thence along said southerly right of way line of Spring Mountain Road South 87°29'09" East 52.87 feet;

Thence leaving said southerly right of way line of the following courses:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Thence along said curve southeasterly 14.72 feet through a central angle of 19°37'02" to a point hereinafter referred to as **POINT "A"**;

Thence tangent from said curve South 48°00'40" East 81.10 feet to the beginning of a tangent curve concave northeasterly and having a radius of 57.00 feet;

Thence along said curve southeasterly 6.64 feet through a central angle of 06°40'43";

Thence tangent from said curve South 54°41'23" East 126.19 feet;

Thence South 58°11'52" East 86.64 feet to the beginning of a tangent curve concave southwesterly and having a radius of 493.00 feet;

Thence along said curve southeasterly 34.48 feet through a central angle of 04°00'28";

Thence tangent from said curve South 54°11'24" East 101.63 feet to the beginning of a tangent curve concave northeasterly and having a radius of 207.00 feet;

Thence along said curve southeasterly 26.12 feet through a central angle of 07°13'47";

Thence tangent from said curve South 61°25'11" East 39.91 feet to the beginning of a tangent curve concave southwesterly and having a radius of 93.00 feet;

Thence along said curve southeasterly 30.81 feet through a central angle of 18°58'56";

Thence tangent from said curve South 42°26'15" East 26.31 feet;

Thence North 52°49'52" East 27.18 feet to the **TRUE POINT OF BEGINNING**;

Thence South 37°10'08" East 14.00 feet;

Thence South 46°48'26" East 11.73 feet;

Thence South 18°52'21" East 15.62 feet;

Thence North 23°48'18" East 16.08 feet;

Thence North 65°39'26" East 7.98 feet;
Thence North 04°41'52" East 23.09 feet;
Thence North 26°09'44" East 16.96 feet;
Thence North 19°12'03" East 30.95 feet;
Thence North 46°12'00" East 64.45 feet;
Thence North 02°46'27" East 30.99 feet;
Thence North 51°42'14" West 36.29 feet;
Thence North 05°45'16" East 24.01 feet;
Thence South 61°27'54" West 28.68 feet;
Thence South 83°26'28" West 151.13 feet;
Thence North 15°10'18" West 9.06 feet;
Thence North 76°54'12" West 50.98 feet;
Thence North 47°59'24" West 25.27 feet;
Thence South 88°11'44" West 10.00 feet;
Thence North 59°46'07" West 34.75 feet;
Thence North 78°49'01" West 9.05 feet;
Thence South 15°14'16" West 11.36 feet;
Thence North 62°06'12" West 30.64 feet;
Thence South 59°36'54" West 6.61 feet;
Thence South 63°58'58" East 26.05 feet;
Thence South 56°29'54" East 14.63 feet;
Thence South 46°59'24" East 52.27 feet;
Thence South 69°17'12" East 50.50 feet;
Thence South 66°21'59" East 46.83 feet;
Thence South 42°45'54" East 42.11 feet;
Thence South 58°16'21" East 22.83 feet;

Thence North 74°00'25" East 31.92 feet;
Thence South 39°18'20" East 57.52 feet;
Thence South 52°49'52" West 37.47 feet;
Thence South 37°10'08" East 7.00 feet to the **TRUE POINT OF BEGINNING**.

CONTAINING: 0.524 acres, more or less.

Parcel 3 (RCRCD-3A):

That portion of Lot of 131 Tract No. 29740-1, in the Unincorporated Territory of the County of Riverside, State of California, as shown on the map recorded in Book 469, Pages 77 through 93, inclusive, of Maps in the Office of the County Recorder of said Riverside County, lying within Sections 9 and 10, Township 2 South, Range 4 West, described as follows:

COMMENCING at said **POINT "A"**;

Thence North 41°59'20" East 7.00 feet to the **TRUE POINT OF BEGINNING** said point being the beginning of a non-tangent curve concave southwesterly and having a radius of 50.00 feet, a radial line of said curve from said point bears South 41°59'20" West;

Thence along said curve northwesterly 12.42 feet through a central angle of 14°14'12", a radial line of said curve from said point bears South 27°45'08" West;

Thence non-tangent from said curve North 65°53'51" East 20.05 feet;

Thence North 32°22'25" East 15.55 feet;

Thence North 19°47'36" East 10.35 feet;

Thence North 86°42'34" East 18.07 feet;

Thence South 60°35'59" East 160.25 feet;

Thence South 35°17'57" West 36.13 feet;

Thence North 42°40'55" West 8.71 feet;

Thence North 54°21'29" West 31.36 feet;

Thence North 82°48'06" West 38.75 feet;

Thence North 53°35'45" West 84.90 feet;

Thence South 59°30'47" West 21.54 feet to the **TRUE POINT OF BEGINNING**;

CONTAINING: 0.149 acres, more or less.

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

This description was prepared
by me or under my direction.

R. V. Bañuelos
Ron V. Bañuelos, PLS 7940

Date: 12/23/2021

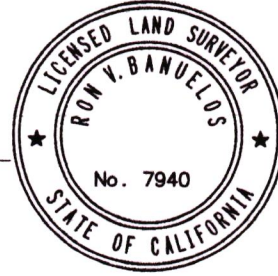
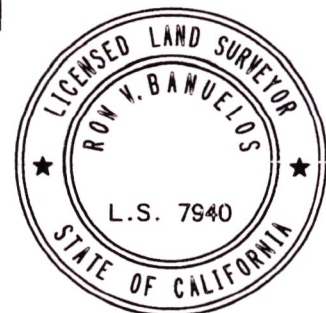
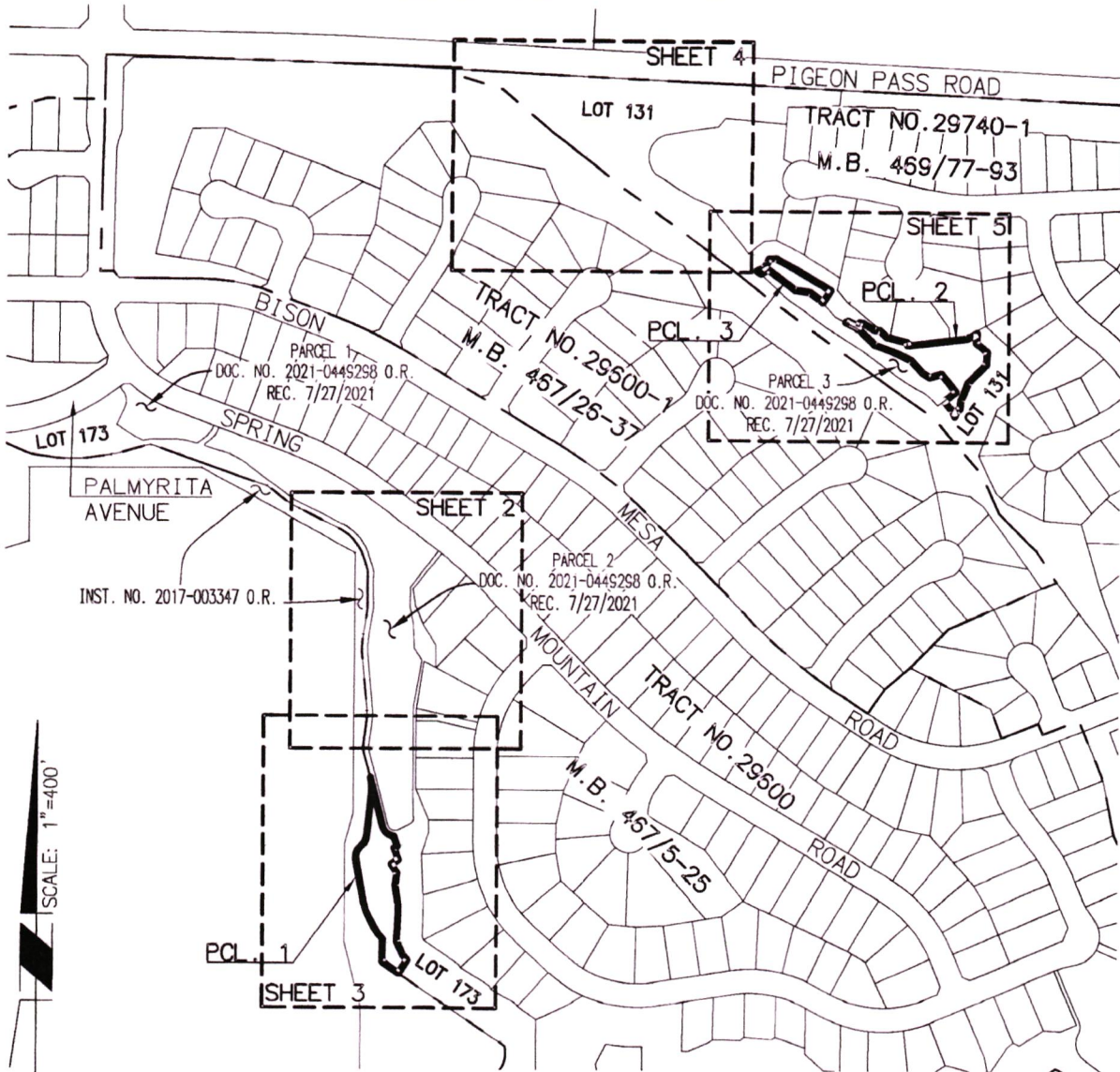
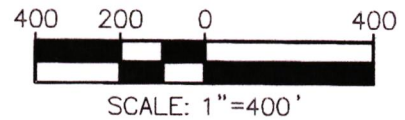


EXHIBIT "A-2"



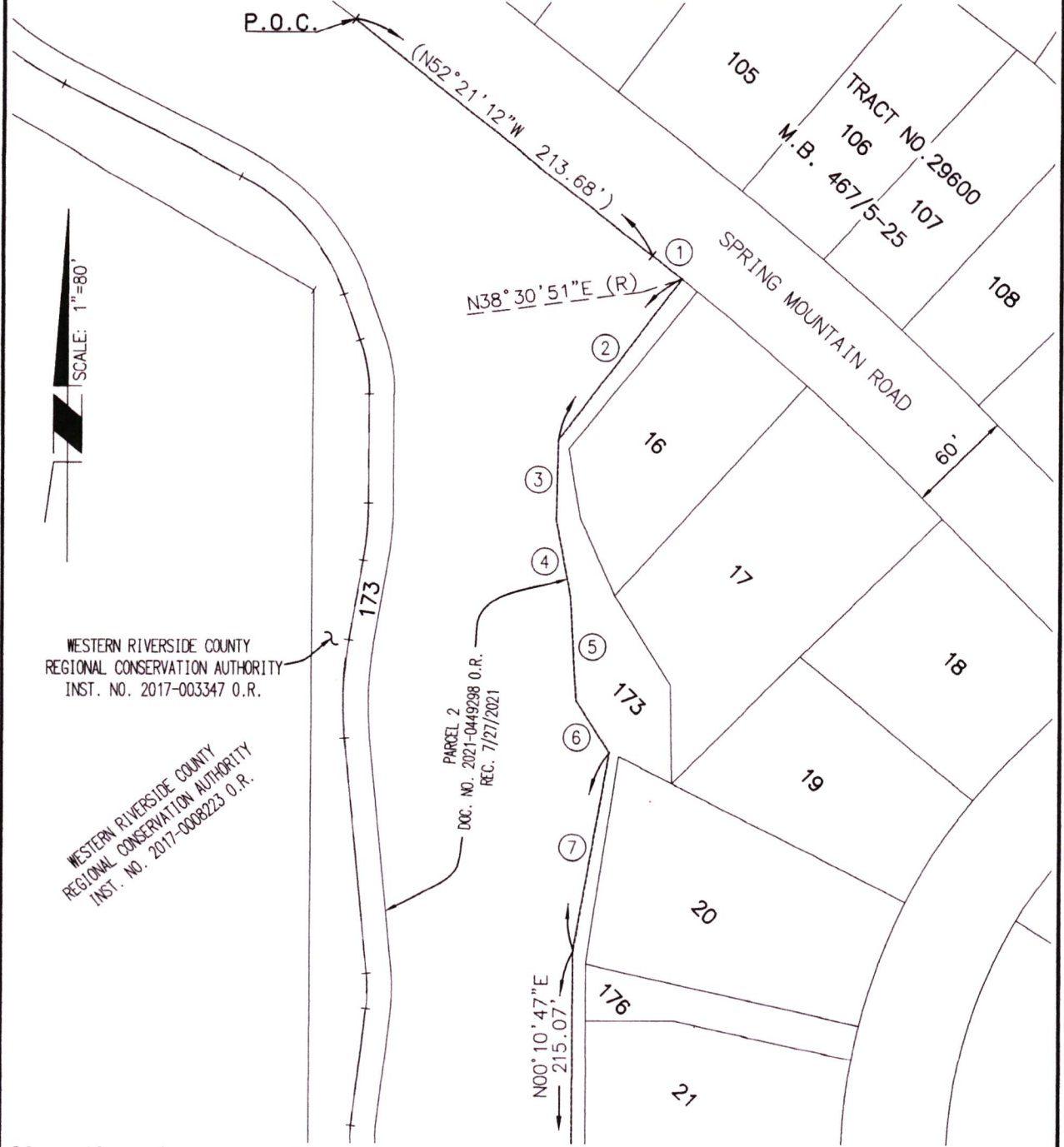
- () - RECORD DATA PER TRACT NO. 29600 M.B. 467/5-25
- [] - RECORD DATA PER TRACT NO. 29740-1 M.B. 469/77-93



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

SHEET 1 OF 6 SHEETS
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EXHIBIT "A-2"



SEE SHEET NO. 3

WESTERN RIVERSIDE COUNTY
REGIONAL CONSERVATION AUTHORITY
INST. NO. 2017-003347 O.R.

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

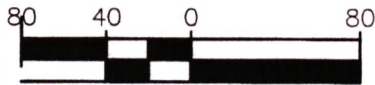
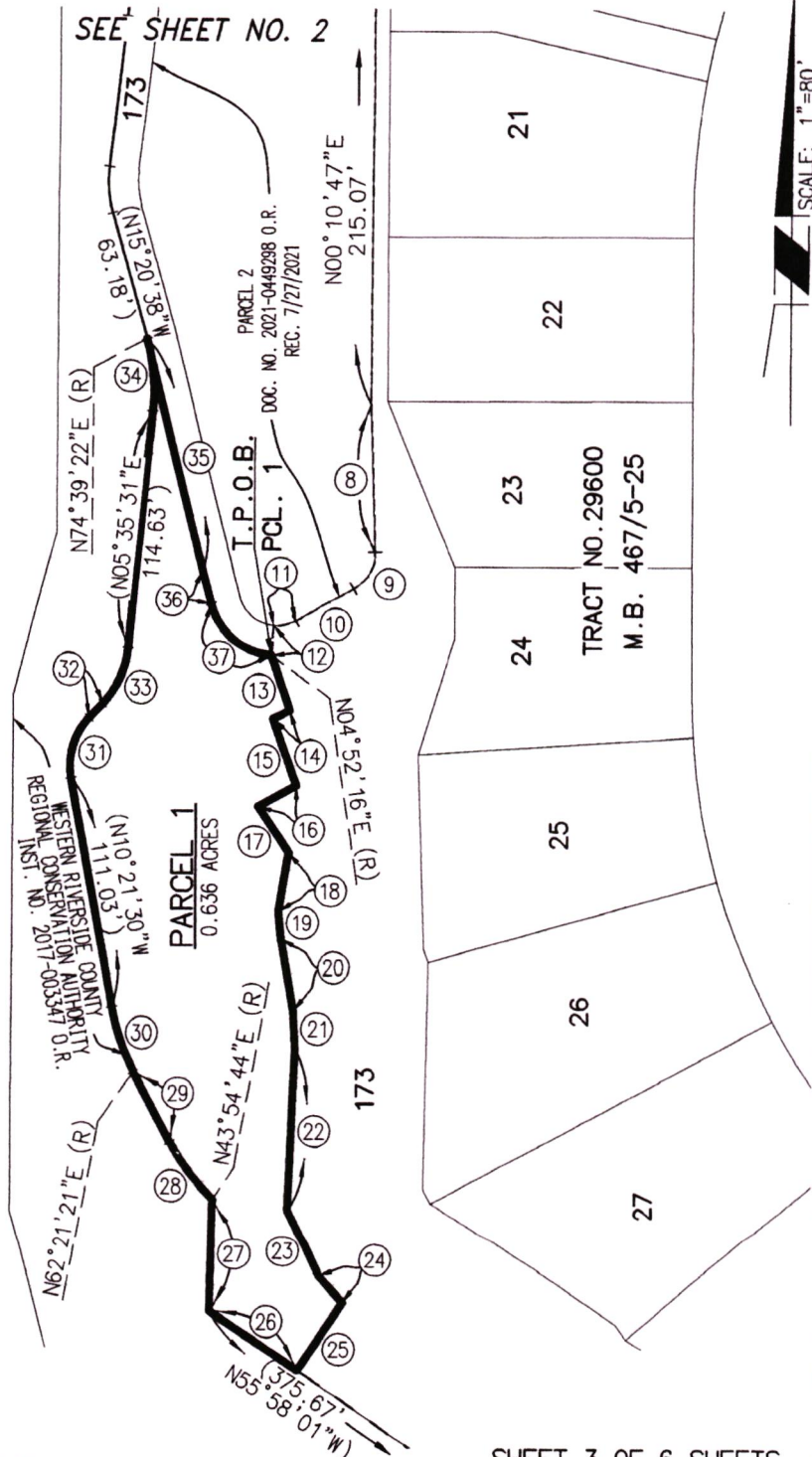
OMNIBUS TRANSFER AGREEMENT
RIVERSIDE-CORONA
RESOURCE CONSERVATION DISTRICT
SECTION 9, T.2S., R.4W., S.B.M.

SHEET 2 OF 6 SHEETS
Michael Baker
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EXHIBIT "A-2"

SEE SHEET NO. 2

WESTERN RIVERSIDE COUNTY
REGIONAL CONSERVATION AUTHORITY
INST. NO. 2017-0088223 O.R.



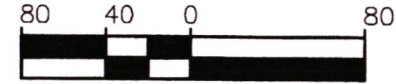
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OMNIBUS TRANSFER AGREEMENT
RIVERSIDE-CORONA
RESOURCE CONSERVATION DISTRICT
SECTION 9, T.2S., R.4W., S.B.M.

SHEET 3 OF 6 SHEETS

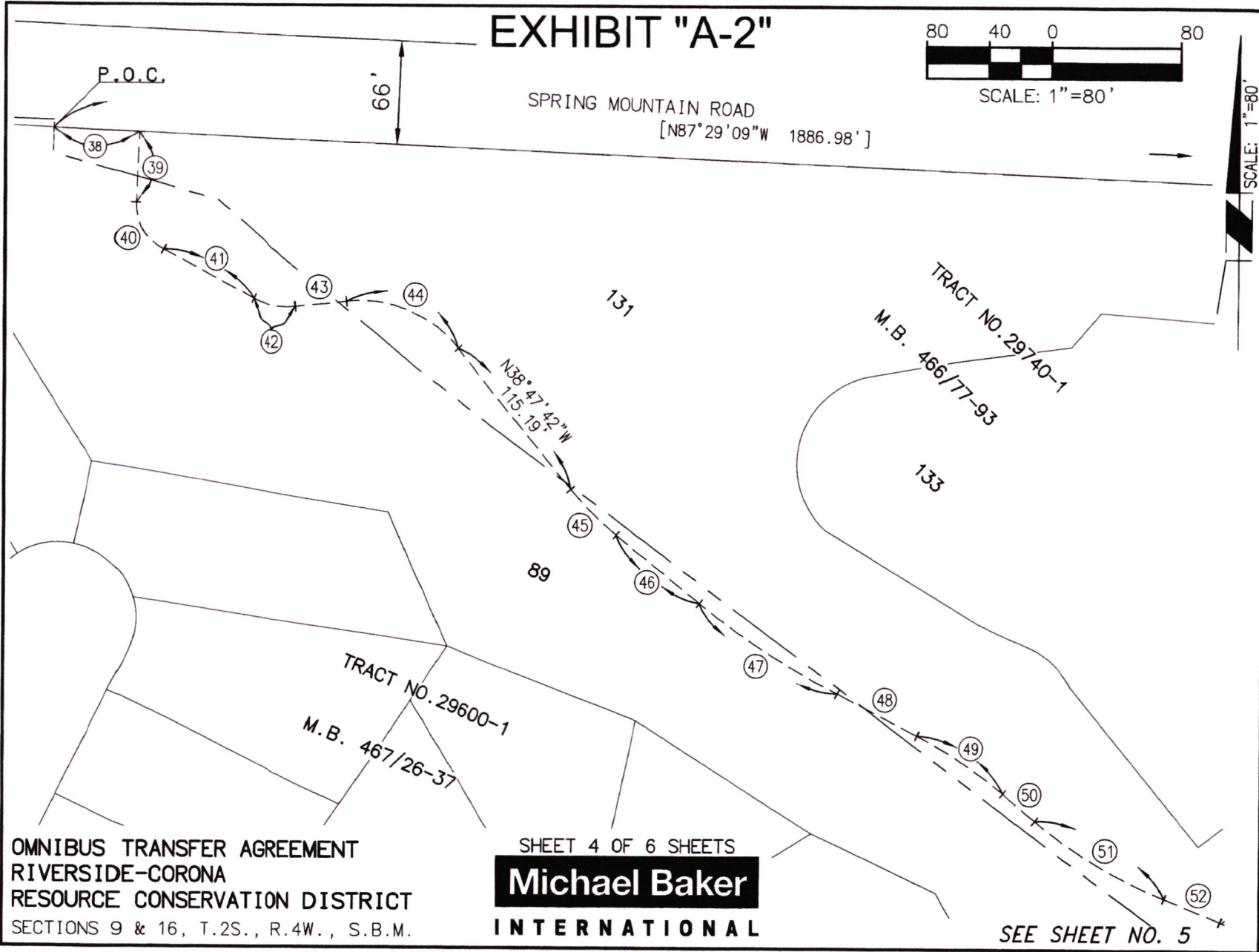
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EXHIBIT "A-2"



SCALE: 1"=80'

SCALE: 1"=80'



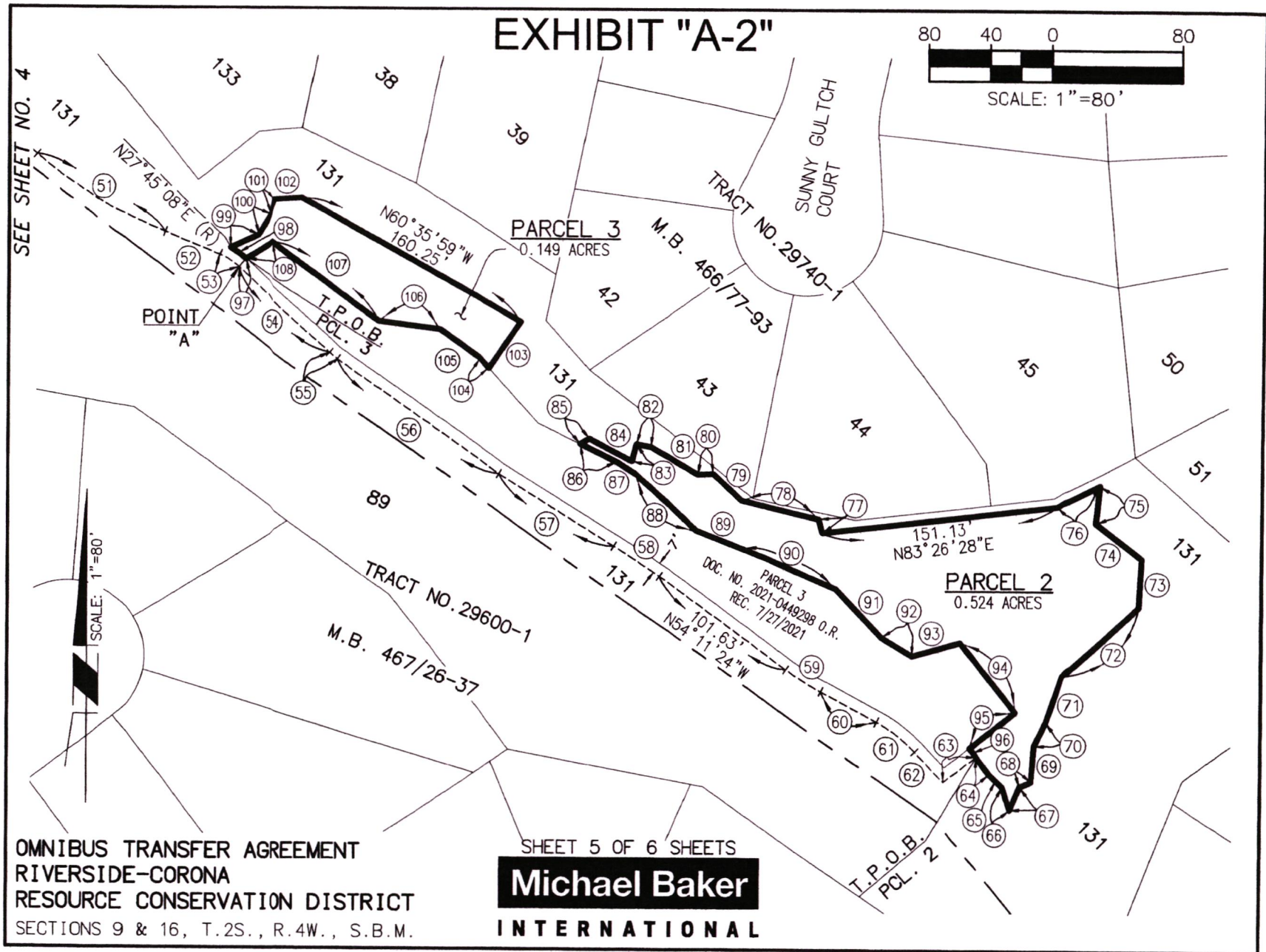
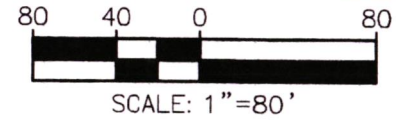
OMNIBUS TRANSFER AGREEMENT
RIVERSIDE-CORONA
RESOURCE CONSERVATION DISTRICT
SECTIONS 9 & 16, T.2S., R.4W., S.B.M.

SHEET 4 OF 6 SHEETS

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SEE SHEET NO. 5 *

EXHIBIT "A-2"



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

SHEET 5 OF 6 SHEETS
Michael Baker
INTERNATIONAL

EXHIBIT "A-2"

DATA TABLE			
(NO)	BEARING/DELTA	RADIUS	LENGTH
1	00°52'03"	1420.00'	21.50'
2	N37°05'18"E	--	115.19'
3	N01°12'05"E	--	45.74'
4	N10°38'45"W	--	43.85'
5	N03°12'23"W	--	59.80'
6	N33°26'00"W	--	34.26'
7	N10°00'15"E	--	114.60'
8	N01°50'59"W	--	70.40'
9	62°11'07"	20.00'	21.71'
10	N60°20'08"E	--	31.69'
11	34°32'08"	18.00'	10.85'
12	N04°52'16"E	(R)	14.00'
13	N19°15'37"W	--	27.12'
14	N64°17'21"E	--	8.66'
15	N19°58'50"W	--	33.13'
16	N61°51'29"E	--	20.77'
17	N33°07'42"W	--	26.91'
18	N09°27'33"E	--	28.80'
19	N05°37'59"W	--	12.90'
20	N09°54'29"W	--	34.60'
21	N03°37'07"W	--	17.96'
22	N02°28'50"E	--	76.76'
23	N24°30'42"W	--	36.39'
24	N41°43'00"W	--	17.29'
25	N34°01'59"E	--	38.69'
26	N55°58'01"W	--	50.12'
27	(N01°05'29"E	--	55.19'
28	(18°26'41"	107.00'	34.45')
29	(N27°38'35"W	--	37.62')
30	(17°17'09"	106.99'	32.28')
31	(54°14'18"	32.00'	30.29')
32	(N43°52'48"E	--	9.50')
33	(38°17'17"	43.00'	28.73')
34	(20°56'09"	93.00'	33.98')
35	N13°56'32"W	--	113.01'
36	N13°44'39"W	--	17.46'
37	71°23'05"	32.00'	39.87'
38	N87°29'09"W	--	52.87'
39	N02°30'51"E	--	45.17'
40	65°17'04"	32.00'	36.46'
41	N62°46'13"W	--	67.50'
42	33°38'53"	50.00'	29.36'
43	N83°34'54"E	--	31.18'
44	57°37'24"	80.00'	80.46'
45	12°02'53"	193.00'	40.58'
46	N50°50'35"W	--	68.70'
47	11°53'41"	507.00'	105.25'
48	N62°44'16"W	--	57.65'
49	12°55'13"	293.00'	66.07'
50	N49°49'03"W	--	27.09'
51	17°48'39"	307.00'	95.43'
52	N67°37'42"W	--	37.82'
53	19°37'02"	43.00'	14.72'
54	N48°00'40"W	--	81.10'
55	06°40'43"	57.00'	6.64'

DATA TABLE			
(NO)	BEARING/DELTA	RADIUS	LENGTH
56	N54°41'23"W	--	126.19'
57	N58°11'52"W	--	86.64'
58	04°00'28"	493.00'	34.48'
59	07°13'47"	207.00'	26.12'
60	N61°25'11"W	--	39.91'
61	18°58'56"	93.00'	30.81'
62	N42°26'15"W	--	26.31'
63	N52°49'52"E	--	27.18'
64	N37°10'08"W	--	14.00'
65	N46°48'26"W	--	11.73'
66	N18°52'21"W	--	15.62'
67	N23°48'18"E	--	16.08'
68	N65°39'26"E	--	7.98'
69	N04°41'52"E	--	23.09'
70	N26°09'44"E	--	16.96'
71	N19°12'03"E	--	30.95'
72	N46°12'00"E	--	64.45'
73	N02°46'27"E	--	30.99'
74	N51°42'14"W	--	36.29'
75	N05°45'16"E	--	24.01'
76	N61°27'54"E	--	28.68'
77	N15°10'18"W	--	9.06'
78	N76°54'12"W	--	50.98'
79	N47°59'24"W	--	25.27'
80	N88°11'44"E	--	10.00'
81	N59°46'07"W	--	34.75'
82	N78°49'01"W	--	9.05'
83	N15°14'16"E	--	11.36'
84	N62°06'12"W	--	30.64'
85	N59°36'54"E	--	6.61'
86	N63°58'58"W	--	26.05'
87	N56°29'54"W	--	14.63'
88	N46°59'24"W	--	52.27'
89	N69°17'12"W	--	50.50'
90	N66°21'59"W	--	46.83'
91	N42°45'54"W	--	42.11'
92	N58°16'21"W	--	22.83'
93	N74°00'25"E	--	31.92'
94	N39°18'20"W	--	57.52'
95	N52°49'52"E	--	37.47'
96	N37°10'08"W	--	7.00'
97	N41°59'20"E	(R)	7.00'
98	14°14'12"	50.00'	12.42'
99	N65°53'51"E	--	20.05'
100	N32°22'25"E	--	15.55'
101	N19°47'36"E	--	10.35'
102	N86°42'34"E	--	18.07'
103	N35°17'57"E	--	36.13'
104	N42°40'55"W	--	8.71'
105	N54°21'29"W	--	31.36'
106	N82°48'06"W	--	38.75'
107	N53°35'45"W	--	84.90'
108	N59°30'47"E	--	21.54'

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

SHEET 6 OF 6 SHEETS

Michael Baker
INTERNATIONAL

EXHIBIT B

DESCRIPTION OF ACTIVITIES

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

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

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

(pages follow)

Exhibit C
Riverside-Corona Resource Conservation District
Spring Mountain Ranch - PA 5, Parcel 2A, 3, & 3B
CSA 126 Annual Funding Schedule
May 26, 2022

<u>Fiscal Year</u>	<u>Lots Levied (a)</u>	<u>Minimum RCRC D Work Funding Requirement (b)</u>	<u>Administrative Transfer Charge (c)</u>	<u>RCRC D Levy Requirement (d)</u>	<u>Net Annual Transfer to RCRC D (e)</u>	<u>Minimum RCRC D Funding Transfer Date (f)</u>
2023 - 2024	523	\$14,848.14	\$296.96	\$15,145.10	\$14,848.14	May 1, 2024
2024 - 2025	523	\$15,145.10	\$302.90	\$15,448.00	\$15,145.10	May 1, 2025
2025 - 2026	523	\$15,448.00	\$308.96	\$15,756.96	\$15,448.00	May 1, 2026
2026 - 2027	523	\$15,756.96	\$315.14	\$16,072.10	\$15,756.96	May 1, 2027
2027 - 2028	523	\$16,072.10	\$321.44	\$16,393.54	\$16,072.10	May 1, 2028
2028 - 2029	523	\$16,393.54	\$327.87	\$16,721.41	\$16,393.54	May 1, 2029
2029 - 2030	523	\$16,721.41	\$334.43	\$17,055.84	\$16,721.41	May 1, 2030
2030 - 2031	523	\$17,055.84	\$341.12	\$17,396.96	\$17,055.84	May 1, 2031
2031 - 2032	523	\$17,396.96	\$347.94	\$17,744.90	\$17,396.96	May 1, 2032
...

Footnotes:

(a) Represents the number of lots expected to be levied by CSA 126 on Tracts 29600-1, 29600-F, 29741-1, & 29741-F.

(b) Represents RCRC D's the minimum funding requirement for PA-5 additional parcels, determined based on the base year work including Parcel 1 - RCRC D 2A (0.636 Ac), Parcel 2 - RCRC D 3B (0.524 Ac), and Parcel 3 - RCRC D 3A (0.149 Ac) of \$14,557 for tax year 2022-2023 (per PAR dated 07/17/2023, Exhibit C-1 hereto). Per the Engineer's Report prepared by the County Economic Development Agency, the CSA 126 assessment shall be adjusted each year by the greater of two percent (2%) or the percentage increase, if any, in the Consumer Price Index for all Urban Consumers (CPI-U) for the Los Angeles-Riverside-Orange County Standard Metropolitan Statistical Area (Index) published by the U.S. Department of Labor's Bureau of Labor Statistics (BLS). The minimum calculations set forth in column (b) of the table above, and the derived values shown in columns (c) through (f) on each respective line following such amounts, reflect only the minimum two percent (2%) increases each year. The actual amount paid to RCRC D each year commencing during fiscal year [2023-2024] shall, however, instead be the prior year (or initially the base year) amount increased by the greater of two percent (2%) or the percentage increase, if any, in the Consumer Price Index for all Urban Consumers (CPI-U) for the Los Angeles-Riverside-Orange County Standard Metropolitan Statistical Area (Index) published by the U.S. Department of Labor's Bureau of Labor Statistics (BLS).

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

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

(e) Represents the net amount to be transferred to RCRC D annually on or about May 1st of each year.

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

EXHIBIT C-1 TO HABITAT MAINTENANCE SERVICES AGREEMENT

Base Year (2022-23) Ann. Maint. for PA-5 Parcels 2a, 3a and 3b (1.309ac)						Ann. Cost	Date: 7/17/2023 Valid until 11/30/2023
1.309 ac							
	LTMP #						
1a	4.2.4	Adm	general adm	annually	250		2 hours @ 125.00
1 b		Adm	audit/accounting	annually	250	incorporation into RCD audit	
2 a		Adm	Trespassing Issues	annually	200		2 hours @100.00
2 b		Adm	Annual Meeting with CSA	annually	200		2 hours @100.00
	4.2.2, 4.3, 4.3.1,4.4	Annual Activity					
2 c	.1, 4.5.1	Report	For Regulatory files	annually	300	1.309	3 hours @100
2 d		Adm	1600 Permit Use Fee	annually	500		
2 e		Adm	legal	annually	250		
3 a		Insurance	Third party insurance coverage	perpetuity	0		Third party insurance coverage Drain 3 Covered in Drainage 2 costs
4 a	4.2.1	Weed Control	invasive species control	3 times	7,854	3 times on 1.309 acres	\$6000 per acre
5 a	4.2.1	Weed Control	monitoring sites	quarterly	240	Monitor weed infestation	3 hours @ 80.00
6 a	4.4	Trash Removal	minor trash removal	quarterly	150	quarterly on 1.309 acres	
6 b	4.4	Trash Removal	major trash removal monitoring sites	annually	300	quarterly on 1.309 acres	
7a	4.2.1	Monitoring		quarterly	300	Monitor weed infestation, illegal dumping, trespassing, fence damage, sign	4 hours @ 80.00

7 b	4.6	Monitoring	Natural Disasters	as needed	160	for fire or flood actives	2 hours @ 80.00
7 c	4.6	Monitoring	Natural Disasters	as needed	320	develop recovery plan	4 hours @ 80.00
7 d	4.6	Supplies	Natural Disaster Supplies	seasonal	100	erosion control materials	
7 e	4.2.1	Seeding	overseeding		250	On 0.513 acres	
8a	4.6.1	Monitoring	Follow up with CSA and Regulatory Agencies	as needed	240		3 hours @ 80.00
8b	5.1	Monitoring	General Wildlife Species	every 3 years	160	Reconnaissance level survey	2 hours @ 80.00
9a	5.1.1	Monitoring	General Wildlife Species	every 3 years	160	report and map update	2 hours @ 80.00
10a	3.2	Notification	Homeowner pamphlet notification	annually	160	distribute pamphlet	2 hours @ 80.00
11a	4.5		Sign replacement	annually	340	replace signs damaged	replacement cost budget yearly (2 U channel post \$80, 2 Signs- \$60) 4 hours Labor @ \$50
12a	4.5	Fence	Fence replacement	annually	350	1920 LF - 20% Replacement	3 hours @ 55.00 & materials
13a		Supplies	expendable supplies	seasonal	100	hand tools/chemicals	
14a		equipment	gator, camera, trailer, etc	as needed	100	use as needed	
subtotal		Direct Costs	sum of items 1-14		13,234	Total Annual	
15a		10.0%	10% of all costs		1,323	Unforeseen circumstances	
Total RCRCDC costs projected to base year FY 2022-2023, PA-5 RCRCDC Parcels 2A, 3A & 3B					\$ 14,557		

EXHIBIT "A-1"
LEGAL DESCRIPTION

Parcel 1 (RCRCD-2A):

That portion of Lot of 173 Tract No. 29600, in the Unincorporated Territory of the County of Riverside, State of California, as shown on the map recorded in Book 467, Pages 5 through 25, inclusive, of Maps in the Office of the County Recorder of said Riverside County, lying within Section 16, Township 2 South, Range 4 West, described as follows:

COMMENCING at the southeasterly terminus of that certain course described by "N52°21'12"W 213.68'" on said Tract Map No. 29600, said point being on the southwesterly right of way line of Spring Mountain Road (60.00 foot width), said point also being on a tangent curve concave southwesterly and having a radius of 1420.00 feet;

Thence along said southwesterly right of way line of Spring Mountain Road southeasterly 21.50 feet through a central angle of 00°52'03";

Thence leaving said southwesterly right of way line of the following courses:

South 37°05'18" West 115.19 feet;

Thence South 01°12'05" West 45.74 feet;

Thence South 10°38'45" East 43.85 feet;

Thence South 03°12'23" East 59.80 feet;

Thence South 33°26'00" East 34.26 feet;

Thence South 10°00'15" West 114.60 feet;

Thence South 00°10'47" West 215.07 feet;

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

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

Thence tangent from said curve South 60°20'08" West 31.69 feet to the beginning of a tangent curve concave northwesterly and having a radius of 18.00 feet;

Thence along said curve westerly 10.85 feet through a central angle of 34°32'08";

Thence from said curve South 04°52'16" West 14.00 feet to the **TRUE POINT OF BEGINNING**;

Thence South 19°15'37" East 27.12 feet;

Thence South 64°17'21" West 8.66 feet;

Michael Baker International
40810 County Center Drive, Suite 200
Temecula, CA 92591

- 7 -

December 23, 2021
JN 183255
Page 1 of 7

Thence South 19°58'50" East 33.13 feet;

Thence South 61°51'29" West 20.77 feet;

Thence South 33°07'42" East 26.91 feet;

Thence South 09°27'33" West 28.80 feet;

Thence South 05°37'59" East 12.90 feet;

Thence South 09°54'29" East 34.60 feet;

Thence South 03°37'07" East 17.96 feet;

Thence South 02°28'50" West 76.76 feet;

Thence South 24°30'42" East 36.39 feet;

Thence South 41°43'00" East 17.29 feet;

Thence South 34°01'59" West 38.69 feet;

Thence North 55°58'01" West 50.12 feet;

Thence North 01°05'29" East 55.19 feet to a point on a non-tangent curve concave northeasterly and having a radius of 107.00 feet, a radial line of said curve from said point bears North 43°54'44" East;

Thence along said curve northwesterly 34.45 feet through a central angle of 18°26'41";

Thence tangent from said curve North 27°38'35" West 37.62 feet to a point on a non-tangent curve concave northeasterly and having a radius of 106.99 feet, a radial line of said curve from said point bears North 62°21'21" East;

Thence along said curve northerly 32.28 feet through a central angle of 17°17'09";

Thence tangent from said curve North 10°21'30" West 111.03 feet to the beginning of a tangent curve concave southeasterly and having a radius of 32.00 feet;

Thence along said curve northerly 30.29 feet through a central angle of 54°14'18";

Thence tangent from said curve North 43°52'48" East 9.50 feet to the beginning of a tangent curve concave northwesterly and having a radius of 43.00 feet;

Thence along said curve northeasterly 28.73 feet through a central angle of 38°17'17";

Thence tangent from said curve North 05°35'31" East 114.63 feet to the beginning of a tangent curve concave westerly and having a radius of 93.00 feet;

Thence along said curve northerly 33.98 feet through a central angle of 20°56'09";

Thence non-tangent from said curve South 13°56'32" East 131.01 feet;

Thence South 13°44'39" East 17.46 feet to a point on a tangent curve concave northeasterly and having a radius of 32.00 feet;

Thence along said curve southeasterly 39.87 feet through a central angle of 71°23'05" to the **TRUE POINT OF BEGINNING.**

CONTAINING: 0.636 acres, more or less.

Parcel 2 (RCRCD-3B):

That portion of Lot of 131 Tract No. 29740-1, in the Unincorporated Territory of the County of Riverside, State of California, as shown on the map recorded in Book 469, Pages 77 through 93, inclusive, of Maps in the Office of the County Recorder of said Riverside County, lying within Sections 9 and 10, Township 2 South, Range 4 West, described as follows:

COMMENCING at the northwesterly corner of lot 131 of said Tract Map No. 29600, said point being on the southerly right of way line of Spring Mountain Road (60.00 foot width);

Thence along said southerly right of way line of Spring Mountain Road South 87°29'09" East 52.87 feet;

Thence leaving said southerly right of way line of the following courses:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Thence along said curve southeasterly 14.72 feet through a central angle of 19°37'02" to a point hereinafter referred to as **POINT "A"**;

Thence tangent from said curve South 48°00'40" East 81.10 feet to the beginning of a tangent curve concave northeasterly and having a radius of 57.00 feet;

Thence along said curve southeasterly 6.64 feet through a central angle of 06°40'43";

Thence tangent from said curve South 54°41'23" East 126.19 feet;

Thence South 58°11'52" East 86.64 feet to the beginning of a tangent curve concave southwesterly and having a radius of 493.00 feet;

Thence along said curve southeasterly 34.48 feet through a central angle of 04°00'28";

Thence tangent from said curve South 54°11'24" East 101.63 feet to the beginning of a tangent curve concave northeasterly and having a radius of 207.00 feet;

Thence along said curve southeasterly 26.12 feet through a central angle of 07°13'47";

Thence tangent from said curve South 61°25'11" East 39.91 feet to the beginning of a tangent curve concave southwesterly and having a radius of 93.00 feet;

Thence along said curve southeasterly 30.81 feet through a central angle of 18°58'56";

Thence tangent from said curve South 42°26'15" East 26.31 feet;

Thence North 52°49'52" East 27.18 feet to the **TRUE POINT OF BEGINNING**;

Thence South 37°10'08" East 14.00 feet;

Thence South 46°48'26" East 11.73 feet;

Thence South 18°52'21" East 15.62 feet;

Thence North 23°48'18" East 16.08 feet;

Thence North 65°39'26" East 7.98 feet;
Thence North 04°41'52" East 23.09 feet;
Thence North 26°09'44" East 16.96 feet;
Thence North 19°12'03" East 30.95 feet;
Thence North 46°12'00" East 64.45 feet;
Thence North 02°46'27" East 30.99 feet;
Thence North 51°42'14" West 36.29 feet;
Thence North 05°45'16" East 24.01 feet;
Thence South 61°27'54" West 28.68 feet;
Thence South 83°26'28" West 151.13 feet;
Thence North 15°10'18" West 9.06 feet;
Thence North 76°54'12" West 50.98 feet;
Thence North 47°59'24" West 25.27 feet;
Thence South 88°11'44" West 10.00 feet;
Thence North 59°46'07" West 34.75 feet;
Thence North 78°49'01" West 9.05 feet;
Thence South 15°14'16" West 11.36 feet;
Thence North 62°06'12" West 30.64 feet;
Thence South 59°36'54" West 6.61 feet;
Thence South 63°58'58" East 26.05 feet;
Thence South 56°29'54" East 14.63 feet;
Thence South 46°59'24" East 52.27 feet;
Thence South 69°17'12" East 50.50 feet;
Thence South 66°21'59" East 46.83 feet;
Thence South 42°45'54" East 42.11 feet;
Thence South 58°16'21" East 22.83 feet;

Thence North 74°00'25" East 31.92 feet;
Thence South 39°18'20" East 57.52 feet;
Thence South 52°49'52" West 37.47 feet;
Thence South 37°10'08" East 7.00 feet to the **TRUE POINT OF BEGINNING**.

CONTAINING: 0.524 acres, more or less.

Parcel 3 (RCRCD-3A):

That portion of Lot of 131 Tract No. 29740-1, in the Unincorporated Territory of the County of Riverside, State of California, as shown on the map recorded in Book 469, Pages 77 through 93, inclusive, of Maps in the Office of the County Recorder of said Riverside County, lying within Sections 9 and 10, Township 2 South, Range 4 West, described as follows:

COMMENCING at said **POINT "A"**;

Thence North 41°59'20" East 7.00 feet to the **TRUE POINT OF BEGINNING** said point being the beginning of a non-tangent curve concave southwesterly and having a radius of 50.00 feet, a radial line of said curve from said point bears South 41°59'20" West;

Thence along said curve northwesterly 12.42 feet through a central angle of 14°14'12", a radial line of said curve from said point bears South 27°45'08" West;

Thence non-tangent from said curve North 65°53'51" East 20.05 feet;

Thence North 32°22'25" East 15.55 feet;

Thence North 19°47'36" East 10.35 feet;

Thence North 86°42'34" East 18.07 feet;

Thence South 60°35'59" East 160.25 feet;

Thence South 35°17'57" West 36.13 feet;

Thence North 42°40'55" West 8.71 feet;

Thence North 54°21'29" West 31.36 feet;

Thence North 82°48'06" West 38.75 feet;

Thence North 53°35'45" West 84.90 feet;

Thence South 59°30'47" West 21.54 feet to the **TRUE POINT OF BEGINNING**;

CONTAINING: 0.149 acres, more or less.

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

This description was prepared
by me or under my direction.

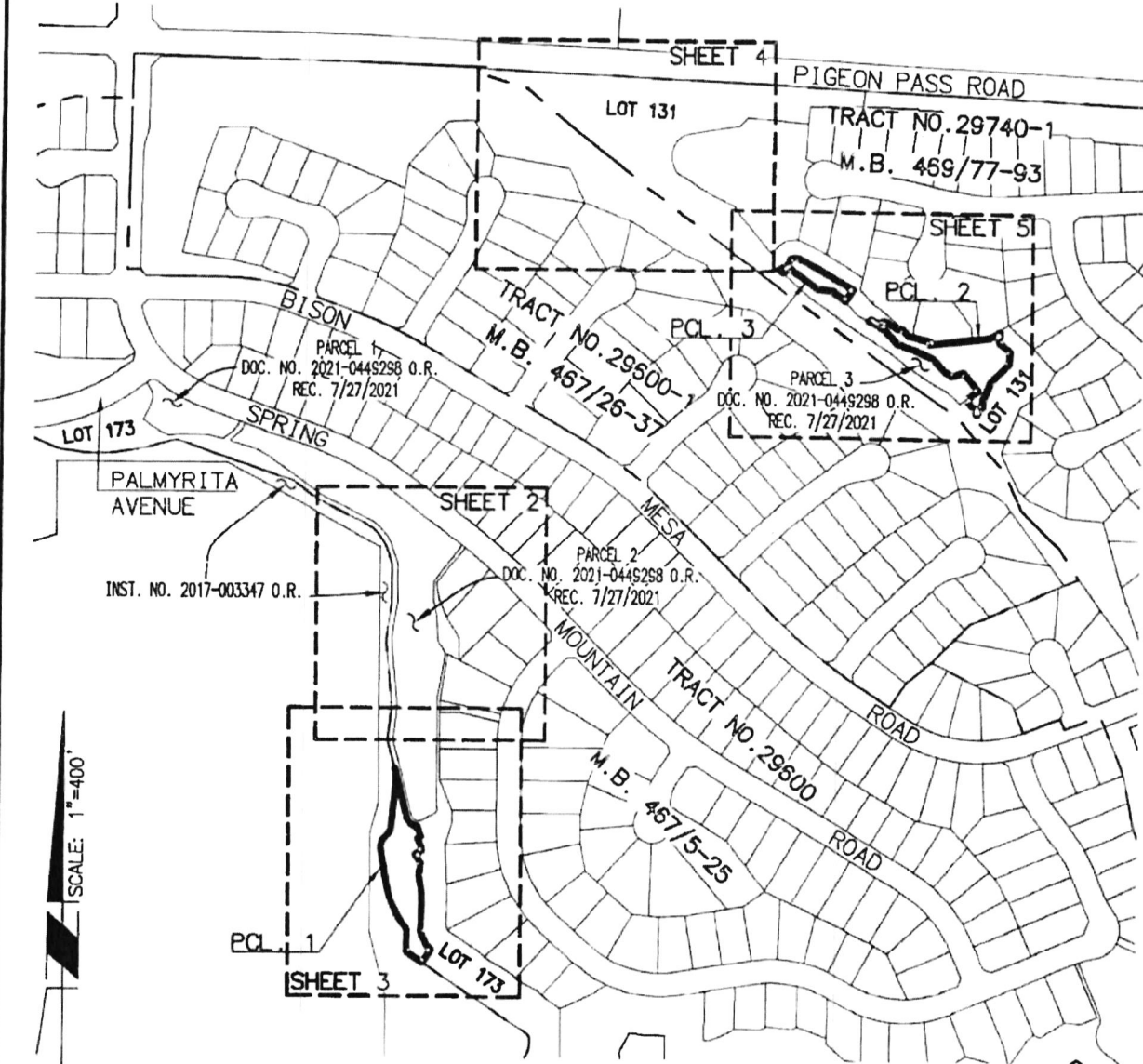
R. V. Bañuelos

Ron V. Bañuelos, PLS 7940

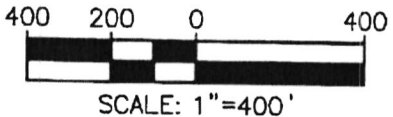
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EXHIBIT "A-2"



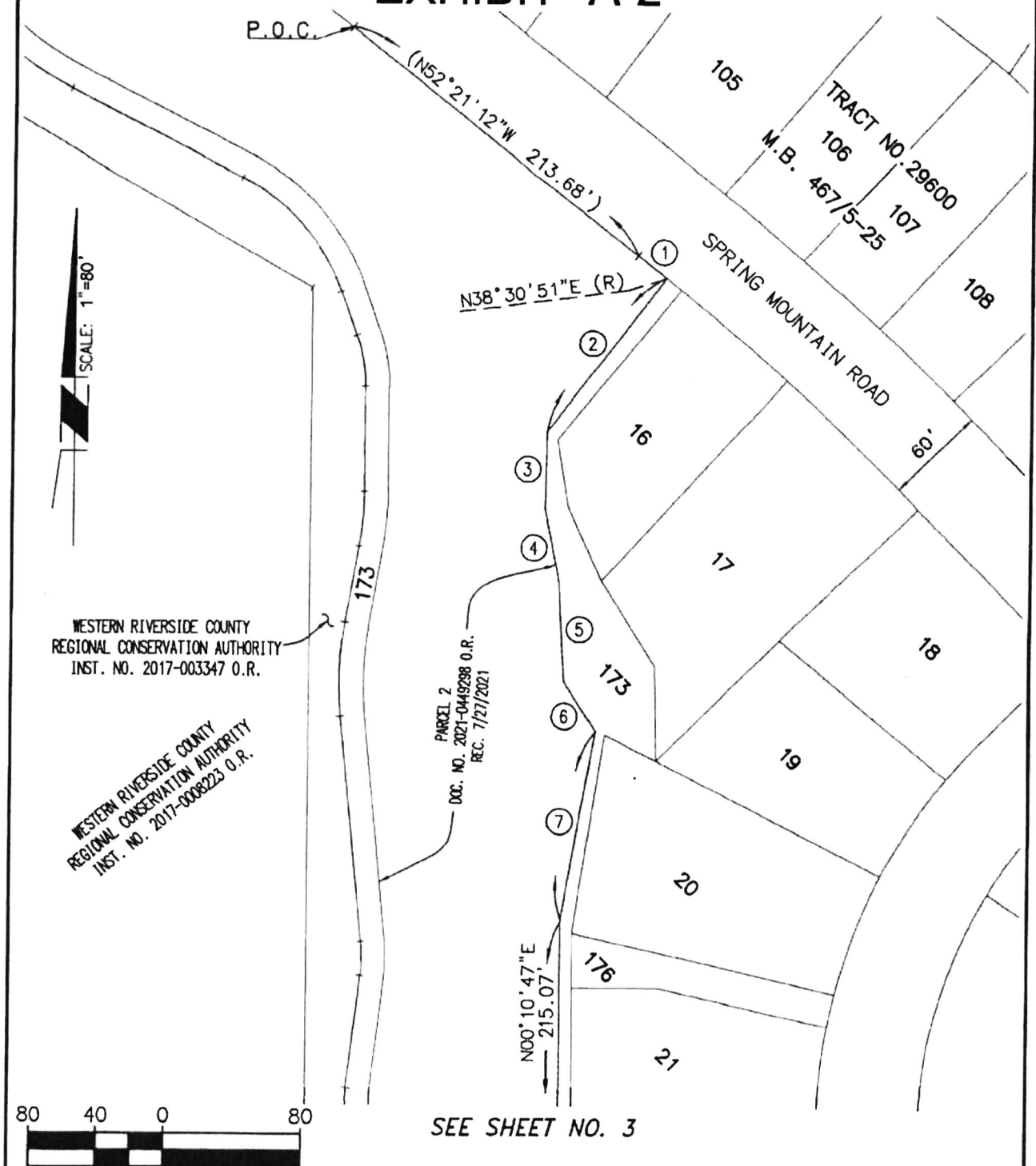
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- [] - RECORD DATA PER TRACT NO. 29740-1 M.B. 469/77-93



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

SHEET 1 OF 6 SHEETS
Michael Baker
 INTERNATIONAL

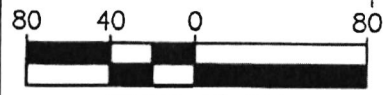
EXHIBIT "A-2"



WESTERN RIVERSIDE COUNTY
REGIONAL CONSERVATION AUTHORITY
INST. NO. 2017-003347 O.R.

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

PARCEL 2
DOC. NO. 2021-0449298 O.R.
REC. 7/27/2021



SCALE: 1"=80'

SEE SHEET NO. 3

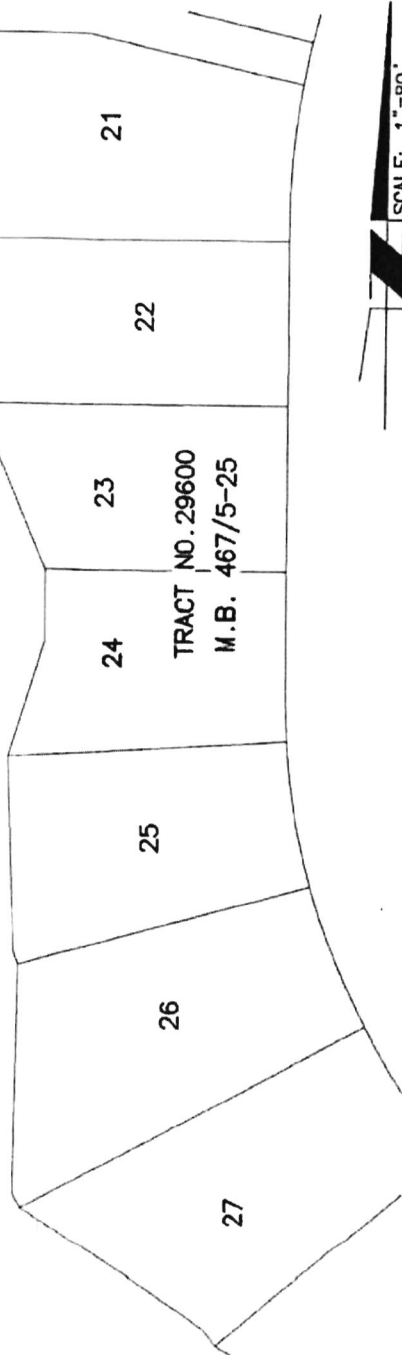
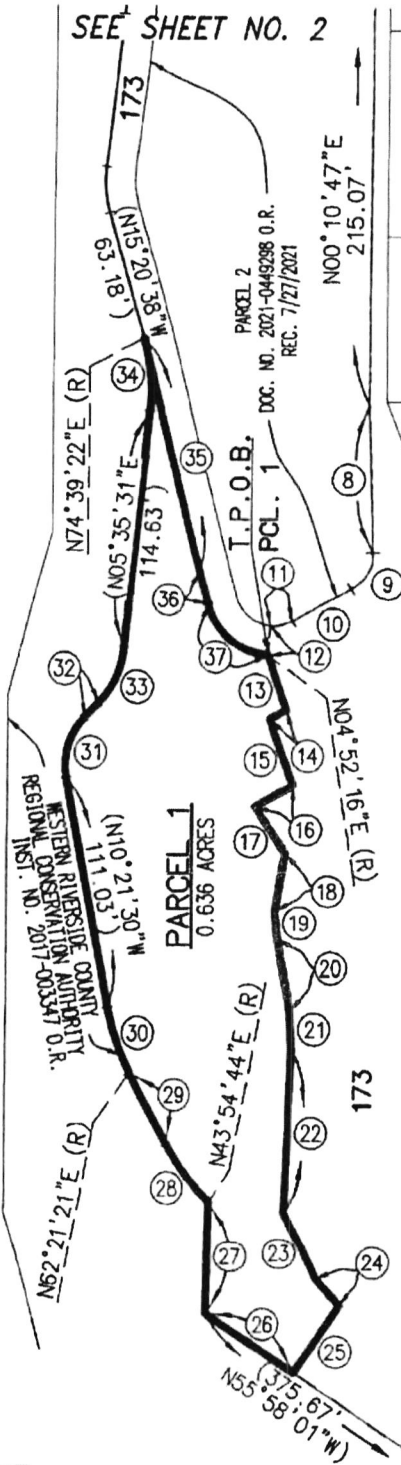
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RIVERSIDE-CORONA
RESOURCE CONSERVATION DISTRICT
SECTION 9, T.2S., R.4W., S.B.M.

SHEET 2 OF 6 SHEETS
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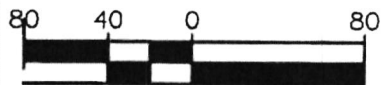
EXHIBIT "A-2"

SEE SHEET NO. 2

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



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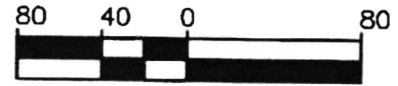


SCALE: 1"=80'

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 SECTION 9, T.2S., R.4W., S.B.M.

SHEET 3 OF 6 SHEETS
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EXHIBIT "A-2"



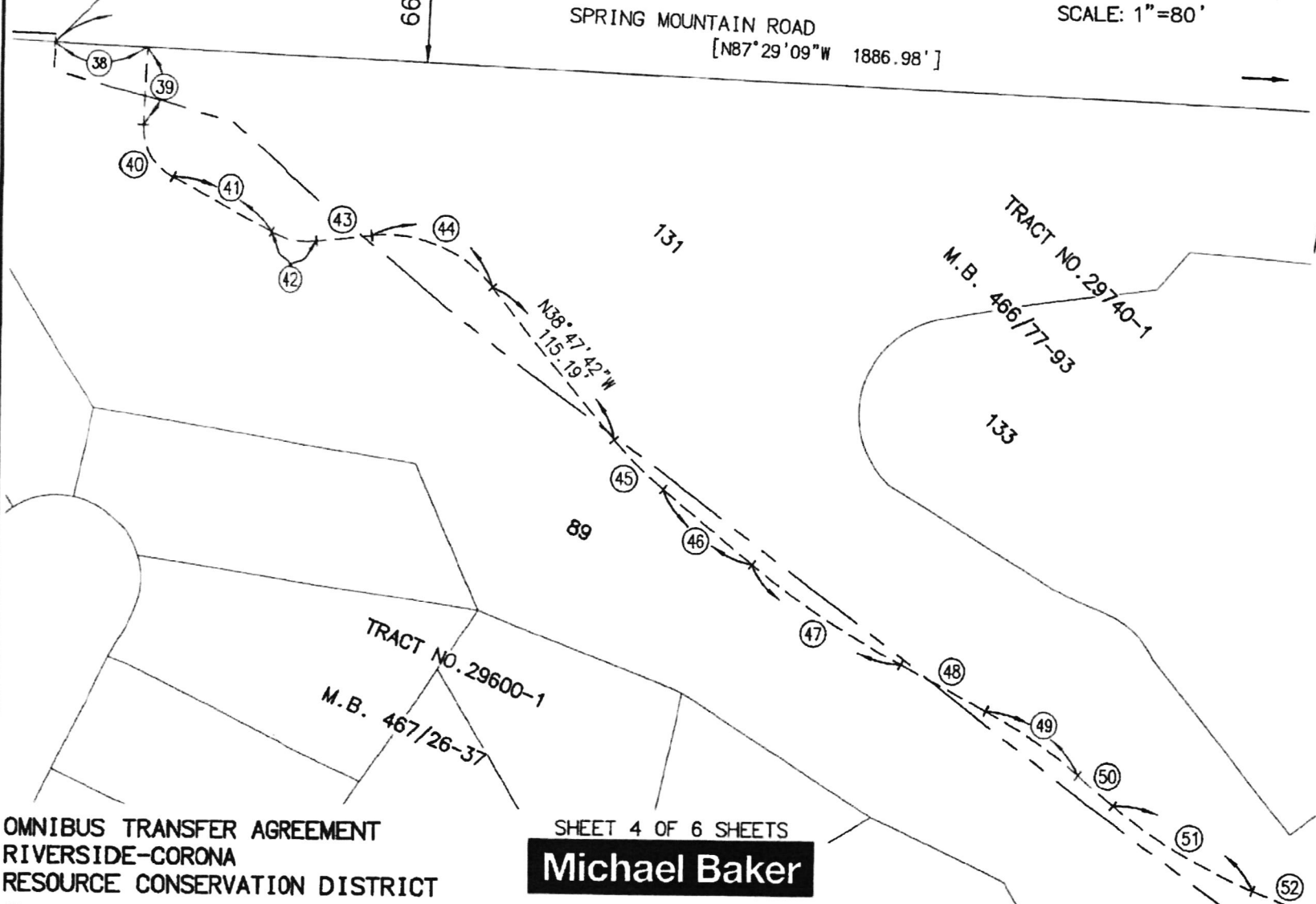
SCALE: 1"=80'

SCALE: 1"=80'

P.O.C.

66'

SPRING MOUNTAIN ROAD
[N87°29'09"W 1886.98']



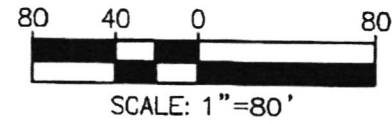
OMNIBUS TRANSFER AGREEMENT
RIVERSIDE-CORONA
RESOURCE CONSERVATION DISTRICT
SECTIONS 9 & 16, T.2S., R.4W., S.B.M.

SHEET 4 OF 6 SHEETS

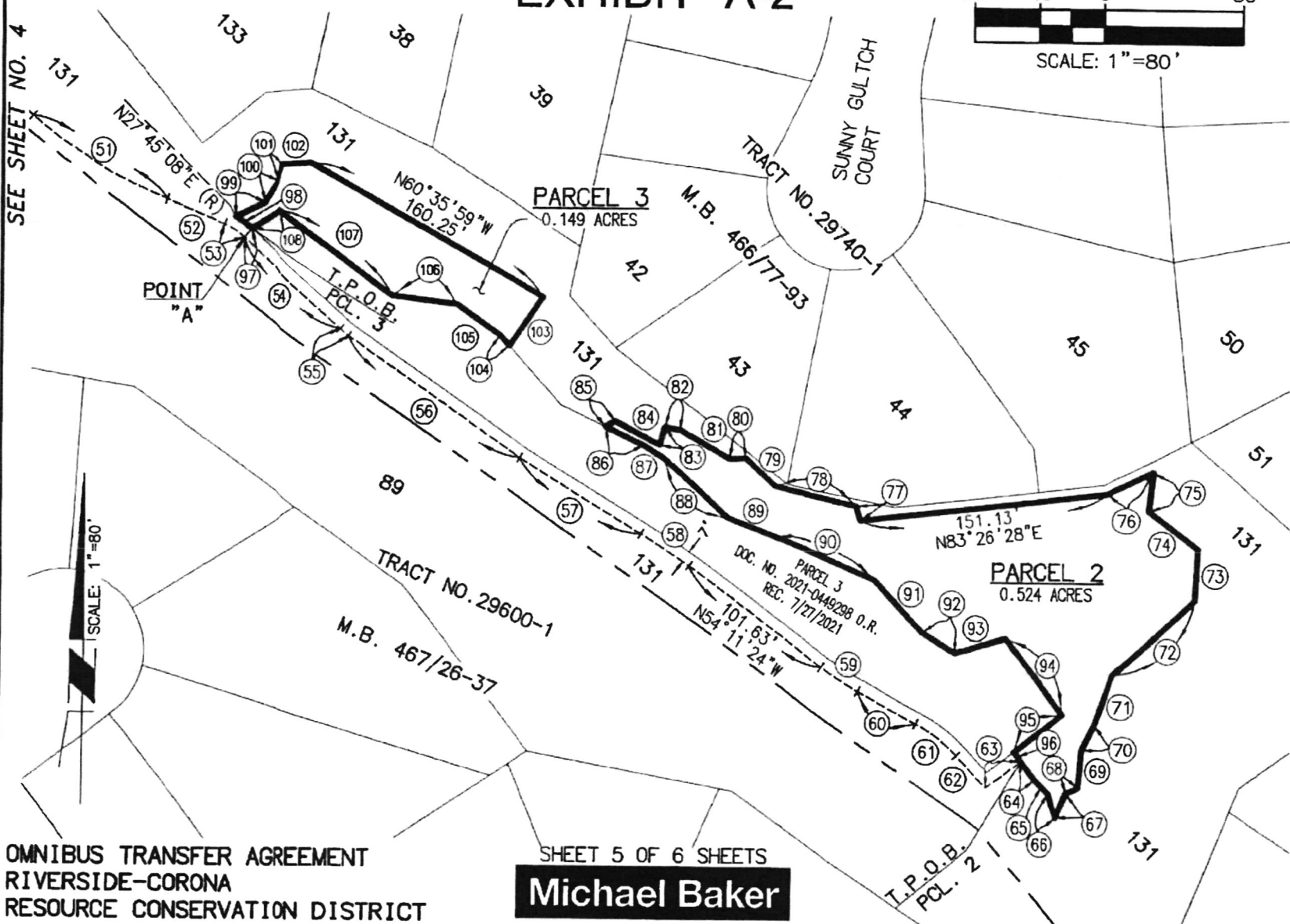
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SEE SHEET NO. 5

EXHIBIT "A-2"



SEE SHEET NO. 4



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

SHEET 5 OF 6 SHEETS
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EXHIBIT "A-2"

DATA TABLE			
(NO)	BEARING/DELTA	RADIUS	LENGTH
1	00°52'03"	1420.00'	21.50'
2	N37°05'18"E	--	115.19'
3	N01°12'05"E	--	45.74'
4	N10°38'45"W	--	43.85'
5	N03°12'23"W	--	59.80'
6	N33°26'00"W	--	34.26'
7	N10°00'15"E	--	114.60'
8	N01°50'59"W	--	70.40'
9	62°11'07"	20.00'	21.71'
10	N60°20'08"E	--	31.69'
11	34°32'08"	18.00'	10.85'
12	N04°52'16"E	(R)	14.00'
13	N19°15'37"W	--	27.12'
14	N64°17'21"E	--	8.66'
15	N19°58'50"W	--	33.13'
16	N61°51'29"E	--	20.77'
17	N33°07'42"W	--	26.91'
18	N09°27'33"E	--	28.80'
19	N05°37'59"W	--	12.90'
20	N09°54'29"W	--	34.60'
21	N03°37'07"W	--	17.96'
22	N02°28'50"E	--	76.76'
23	N24°30'42"W	--	36.39'
24	N41°43'00"W	--	17.29'
25	N34°01'59"E	--	38.69'
26	N55°58'01"W	--	50.12'
27	(N01°05'29"E	--	55.19')
28	(18°26'41"	107.00'	34.45')
29	(N27°38'35"W	--	37.62')
30	(17°17'09"	106.99'	32.28')
31	(54°14'18"	32.00'	30.29')
32	(N43°52'48"E	--	9.50')
33	(38°17'17"	43.00'	28.73')
34	(20°56'09"	93.00'	33.98')
35	N13°56'32"W	--	113.01'
36	N13°44'39"W	--	17.46'
37	71°23'05"	32.00'	39.87'
38	N87°29'09"W	--	52.87'
39	N02°30'51"E	--	45.17'
40	65°17'04"	32.00'	36.46'
41	N62°46'13"W	--	67.50'
42	33°38'53"	50.00'	29.36'
43	N83°34'54"E	--	31.18'
44	57°37'24"	80.00'	80.46'
45	12°02'53"	193.00'	40.58'
46	N50°50'35"W	--	68.70'
47	11°53'41"	507.00'	105.25'
48	N62°44'16"W	--	57.65'
49	12°55'13"	293.00'	66.07'
50	N49°49'03"W	--	27.09'
51	17°48'39"	307.00'	95.43'
52	N67°37'42"W	--	37.82'
53	19°37'02"	43.00'	14.72'
54	N48°00'40"W	--	81.10'
55	06°40'43"	57.00'	6.64'

DATA TABLE			
(NO)	BEARING/DELTA	RADIUS	LENGTH
56	N54°41'23"W	--	126.19'
57	N58°11'52"W	--	86.64'
58	04°00'28"	493.00'	34.48'
59	07°13'47"	207.00'	26.12'
60	N61°25'11"W	--	39.91'
61	18°58'56"	93.00'	30.81'
62	N42°26'15"W	--	26.31'
63	N52°49'52"E	--	27.18'
64	N37°10'08"W	--	14.00'
65	N46°48'26"W	--	11.73'
66	N18°52'21"W	--	15.62'
67	N23°48'18"E	--	16.08'
68	N65°39'26"E	--	7.98'
69	N04°41'52"E	--	23.09'
70	N26°09'44"E	--	16.96'
71	N19°12'03"E	--	30.95'
72	N46°12'00"E	--	64.45'
73	N02°46'27"E	--	30.99'
74	N51°42'14"W	--	36.29'
75	N05°45'16"E	--	24.01'
76	N61°27'54"E	--	28.68'
77	N15°10'18"W	--	9.06'
78	N76°54'12"W	--	50.98'
79	N47°59'24"W	--	25.27'
80	N88°11'44"E	--	10.00'
81	N59°46'07"W	--	34.75'
82	N78°49'01"W	--	9.05'
83	N15°14'16"E	--	11.36'
84	N62°06'12"W	--	30.64'
85	N59°36'54"E	--	6.61'
86	N63°58'58"W	--	26.05'
87	N56°29'54"W	--	14.63'
88	N46°59'24"W	--	52.27'
89	N69°17'12"W	--	50.50'
90	N66°21'59"W	--	46.83'
91	N42°45'54"W	--	42.11'
92	N58°16'21"W	--	22.83'
93	N74°00'25"E	--	31.92'
94	N39°18'20"W	--	57.52'
95	N52°49'52"E	--	37.47'
96	N37°10'08"W	--	7.00'
97	N41°59'20"E	(R)	7.00'
98	14°14'12"	50.00'	12.42'
99	N65°53'51"E	--	20.05'
100	N32°22'25"E	--	15.55'
101	N19°47'36"E	--	10.35'
102	N86°42'34"E	--	18.07'
103	N35°17'57"E	--	36.13'
104	N42°40'55"W	--	8.71'
105	N54°21'29"W	--	31.36'
106	N82°48'06"W	--	38.75'
107	N53°35'45"W	--	84.90'
108	N59°30'47"E	--	21.54'

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

SHEET 6 OF 6 SHEETS

Michael Baker
 INTERNATIONAL

EXHIBIT B

DESCRIPTION OF ACTIVITIES

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

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

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

(pages follow)

Exhibit C
Riverside-Corona Resource Conservation District
Spring Mountain Ranch - PA 5, Parcel 2A, 3, & 3B
CSA 126 Annual Funding Schedule
May 26, 2022

<u>Fiscal Year</u>	<u>Lots Levied (a)</u>	<u>Minimum RCRC D Work Funding Requirement (b)</u>	<u>Administrative Transfer Charge (c)</u>	<u>RCRC D Levy Requirement (d)</u>	<u>Net Annual Transfer to RCRC D (e)</u>	<u>Minimum RCRC D Funding Transfer Date (f)</u>
2023 - 2024	523	\$14,848.14	\$296.96	\$15,145.10	\$14,848.14	May 1, 2024
2024 - 2025	523	\$15,145.10	\$302.90	\$15,448.00	\$15,145.10	May 1, 2025
2025 - 2026	523	\$15,448.00	\$308.96	\$15,756.96	\$15,448.00	May 1, 2026
2026 - 2027	523	\$15,756.96	\$315.14	\$16,072.10	\$15,756.96	May 1, 2027
2027 - 2028	523	\$16,072.10	\$321.44	\$16,393.54	\$16,072.10	May 1, 2028
2028 - 2029	523	\$16,393.54	\$327.87	\$16,721.41	\$16,393.54	May 1, 2029
2029 - 2030	523	\$16,721.41	\$334.43	\$17,055.84	\$16,721.41	May 1, 2030
2030 - 2031	523	\$17,055.84	\$341.12	\$17,396.96	\$17,055.84	May 1, 2031
2031 - 2032	523	\$17,396.96	\$347.94	\$17,744.90	\$17,396.96	May 1, 2032
...

Footnotes:

(a) Represents the number of lots expected to be levied by CSA 126 on Tracts 29600-1, 29600-F, 29741-1, & 29741-F.

(b) Represents RCRC D's the minimum funding requirement for PA-5 additional parcels, determined based on the base year work including Parcel 1 - RCRC D 2A (0.636 Ac), Parcel 2 - RCRC D 3B (0.524 Ac), and Parcel 3 - RCRC D 3A (0.149 Ac) of \$14,557 for tax year 2022-2023 (per PAR dated 07/17/2023, Exhibit C-1 hereto). Per the Engineer's Report prepared by the County Economic Development Agency, the CSA 126 assessment shall be adjusted each year by the greater of two percent (2%) or the percentage increase, if any, in the Consumer Price Index for all Urban Consumers (CPI-U) for the Los Angeles-Riverside-Orange County Standard Metropolitan Statistical Area (Index) published by the U.S. Department of Labor's Bureau of Labor Statistics (BLS). The minimum calculations set forth in column (b) of the table above, and the derived values shown in columns (c) through (f) on each respective line following such amounts, reflect only the minimum two percent (2%) increases each year. The actual amount paid to RCRC D each year commencing during fiscal year [2023-2024] shall, however, instead be the prior year (or initially the base year) amount increased by the greater of two percent (2%) or the percentage increase, if any, in the Consumer Price Index for all Urban Consumers (CPI-U) for the Los Angeles-Riverside-Orange County Standard Metropolitan Statistical Area (Index) published by the U.S. Department of Labor's Bureau of Labor Statistics (BLS).

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

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

(e) Represents the net amount to be transferred to RCRC D annually on or about May 1st of each year.

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

EXHIBIT C-1 TO HABITAT MAINTENANCE SERVICES AGREEMENT

Base Year (2022-23) Ann. Maint. for PA-5 Parcels 2a, 3a and 3b (1.309ac)						Ann. Cost	Date: 7/17/2023 Valid until 11/30/2023
1.309 ac	LTMP #						
1a	4.2.4	Adm	general adm	annually	250		2 hours @ 125.00
1 b		Adm	audit/accounting	annually	250	incorporation into RCD audit	
2 a		Adm	Trespassing Issues	annually	200		2 hours @100.00
2 b		Adm	Annual Meeting with CSA	annually	200		2 hours @100.00
	4.2.2, 4.3, 4.3.1,4.4	Annual Activity					
2 c	.1, 4.5.1	Report	For Regulatory files	annually	300	1.309	3 hours @100
2 d		Adm	1600 Permit Use Fee	annually	500		
2 e		Adm	legal	annually	250		
3 a		Insurance	Third party insurance coverage	perpetuity	0	Third party insurance coverage	Drain 3 Covered in Drainage 2 costs
4 a	4.2.1	Weed Control	invasive species control	3 times	7,854	3 times on 1.309 acres	\$6000 per acre
5 a	4.2.1	Weed Control	monitoring sites	quarterly	240	Monitor weed infestation quarterly on 1.309 acres	3 hours @ 80.00
6 a	4.4	Trash Removal	minor trash removal	quarterly	150	quarterly on 1.309 acres	
6 b	4.4	Trash Removal	major trash removal monitoring sites	annually	300	quarterly on 1.309 acres	
7a	4.2.1	Monitoring		quarterly	300	Monitor weed infestation, illegal dumping, trespassing, fence damage, sign	4 hours @ 80.00

7 b	4.6	Monitoring	Natural Disasters	as needed	160	for fire or flood actives	2 hours @ 80.00
7 c	4.6	Monitoring	Natural Disasters	as needed	320	develop recovery plan	4 hours @ 80.00
7 d	4.6	Supplies	Natural Disaster Supplies	seasonal	100	erosion control materials	
7 e	4.2.1	Seeding	overseeding		250	On 0.513 acres	
8a	4.6.1	Monitoring	Follow up with CSA and Regulatory Agencies	as needed	240		3 hours @ 80.00
8b	5.1	Monitoring	General Wildlife Species	every 3 years	160	Reconnaissance level survey	2 hours @ 80.00
9a	5.1.1	Monitoring	General Wildlife Species	every 3 years	160	report and map update	2 hours @ 80.00
10a	3.2	Notification	Homeowner pamphlet notification	annually	160	distribute pamphlet	2 hours @ 80.00
11a	4.5		Sign replacement	annually	340	replace signs damaged	replacement cost budget yearly (2 U channel post \$80, 2 Signs- \$60) 4 hours Labor @ \$50
12a	4.5	Fence	Fence replacement	annually	350	1920 LF - 20% Replacement	3 hours @ 55.00 & materials
13a		Supplies	expendable supplies	seasonal	100	hand tools/chemicals	
14a		equipment	gator, camera, trailer, etc	as needed	100	use as needed	
subtotal		Direct Costs	sum of items 1-14		13,234	Total Annual	
15a		10.0%	10% of all costs		1,323	Unforeseen circumstances	
Total RCRCO costs projected to base year FY 2022-2023, PA-5 RCRCO Parcels 2A, 3A & 3B \$ 14,557							