



**Greer
Ranch
Check In
Meeting**

4-2-24

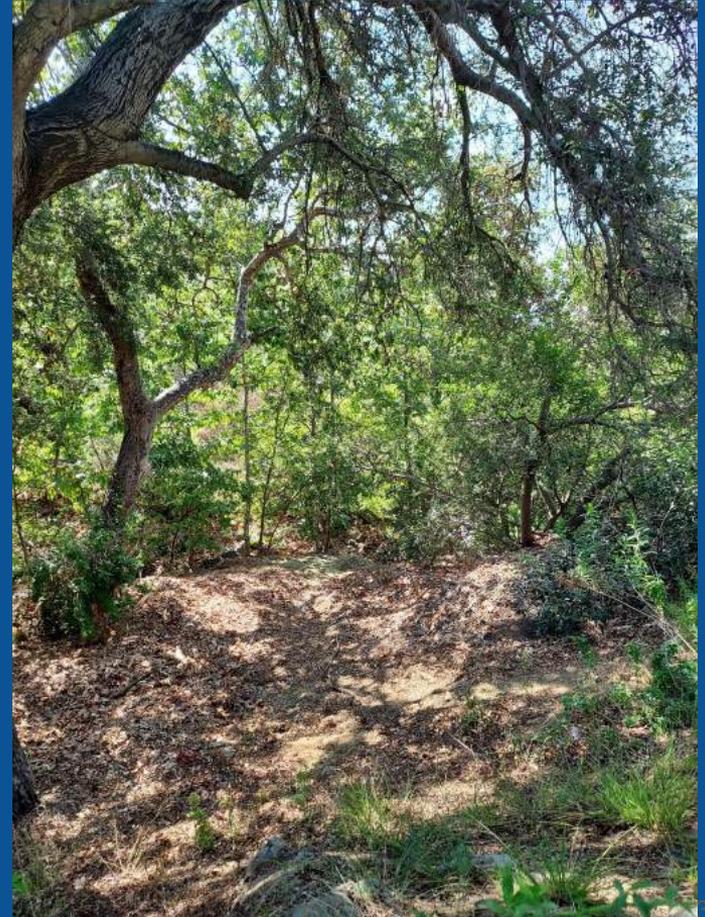
Conservation Easement

- Legal encumbrance on fee title property
- Restricts property uses, transferring some rights and extinguishing others
- Terms of easement are outlined in formal document, accompanied by legal description and graphics
- Mitigation-ordered conservation easements are most restrictive, as they are ordered to serve as replacement habitat from that impacted in the course of original project development - in this case, Greer Ranch



Project Parties

- **Grantor:** Greer Ranch HOA
 - Fee title owner of property; assigned duties and assumed duties
- **Grantee:** Temecula Elsinore Anza Murrieta (TEAM) Resource Conservation District
 - Easement beneficiary; assigned duties in CE document
- **Contractual Partner:** Inland Empire Resource Conservation District
 - Annually contracted to perform services on site



Resource Conservation District Overview

RCDs are local government agencies, typically focusing on open space preservation; wildland rehabilitation; sustainable agriculture and forestry; and education and outreach to communities they serve. >95 statewide; 2K nationwide

1. Public agency funding
2. Considerations/limits for public agencies
3. Transparency and information



Mitigation Overview

- Mitigation - general definition: All actions taken to minimize, restore, and compensate for ecological losses (can be reduction in project footprint, movement of final footprint to avoid most sensitive habitat)
- Compensatory Mitigation: replacement, substitution, enhancement, or protection of ecological values to offset losses caused by a permitted activity
 - Compensatory mitigation is assigned by regulatory agencies (US Army Corps of Engineers; US Fish and Wildlife Service; Cal Fish and Wildlife; Regional Water Quality Control Board - SAR Region)
 - Not optional once memorialized in permitting without consultation and action by issuing agency(ies); understanding failure to satisfy mitigation requirements
- Options for addressing mitigation assignment issues

Purpose of Today's Meeting

- Understand Greer Ranch Conservation Easement Terms - and resolution of document disagreement
- Role of Greer Ranch HOA
- Role of TEAMRCD
- Communication and expectations going forward including process for resolving conflicts/answering questions
- Identifying points of contact going forward



Greer Ranch CE Overview

- Recorded: 3-27-09
- Parties:
 - Grantor: Lennar Greer Ranch Venture LLC (Successor agency to Greer Ranch HOA)
 - Grantee: EMARCD (Successor agency to TEAMRCD)
 - 3rd party beneficiaries:
 - US Army Corps of Engineers
 - US Fish and Wildlife Service
- Term: runs with the land; binding to all future successor agencies, owners, etc
- Endowment: \$125K

Greer Ranch CE Overview

- Purpose; Maintaining property in natural condition, preventing conflicting uses with the exception of those Grantor retains in the CE document.
 - Note: Grantor retains ability to maintain two detention basins and other non-natural features of the property at least annually
 - Otherwise, Grantor intends property will be used consistently with habitat conservation and hydrologic movement
 - Note: Natural Condition references status of property at time of recordation plus subsequent legal improvements

Greer Ranch CE Overview - Grantee's Rights

- Granted to TEAMRCD and third-party beneficiaries of the CE
- Include the following highlights:
 - Preserve conservation values of the property
 - Enter upon property at reasonable times
 - Prevent use of property inconsistent with stated purpose
 - Development, mineral, water rights
 - The right to enforce all terms of the easement
 - The right to enhance native plant communities

NOTE: These are **rights and not **requirements****

Greer Ranch CE Overview - prohibited uses

Applies to all easement parties and members of the public

List on page 4 of the easement; includes a long list addressing activities incompatible with conservation focus of property, including fire prevention activities outside of those list as allowed in Section 6:

(f) Fire Protection and Weed Abatement. The right, in an emergency situation only, to maintain firebreaks (defined as a strip of plowed or cleared land made to check the spread of a fire), trim or remove brush, otherwise perform preventative measures required by the fire department to protect structures and other improvements from encroaching fire, and the right to conduct weed abatement and fuel modification in the areas shown on Exhibit E. All other brush management activities shall be limited to areas outside the Property.

Greer Ranch CE Overview - Grantee's DUTIES

- Granted to TEAMRCD and third-party beneficiaries of the CE
- Prevent activities inconsistent with intended use of property
- Perform quarterly inspections, detailed in quarterly and annual reports; make those available to Grantor, USFWS and USACE as requested and/or required
- (Following approval of initial 5-year uplift on property) Long-term maintenance described in section 16:
 - Annual removal of trash/man-made debris
 - Quarterly weed control
 - Restoration of damage caused by TEAMRCD
 - Manage endowment

Greer Ranch CE Overview - Grantor's Reserved Rights

- Property access
- Habitat enhancement activities
- Vegetation, debris and exotic species removal - removing dead, downed or otherwise dangerous vegetation and/or debris, ensuring all applicable laws are observed and followed
- Creation and maintenance of informational signage
- Fire protection and weed abatement activities (section 6f)
- Maintenance of slopes, ensuring all applicable laws are observed and followed

Enforcement:

- Mutual ability to engage in the following:
 - Enforce valid terms of the easement on the other party
 - Notice of Violation
 - Time to Cure
 - Failure to Cure
 - Conflicting Notices of Violation
 - Immediate action
 - Costs
- Acts beyond control of parties and remediation

Costs and Liabilities (p.19)

9. Costs and Liabilities.

(a) Grantor, its successors and assigns retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance (except Long-Term Maintenance by Grantee pursuant to Section 16) of the Property. Grantor agrees Grantee, ACOE and FWS shall not have any duty or responsibility for the operation, upkeep, or maintenance (except Long-Term Maintenance by Grantee pursuant to Section 16) of the Property, the monitoring of hazardous conditions thereon, or the protection of Grantor, the

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public or any third parties from risks relating to conditions on the Property. Grantor, its successor or assign remains solely responsible for obtaining any applicable governmental permits and approvals for any activity or use permitted by this Conservation Easement, and any activity or use shall be undertaken in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders and requirements.

Greer Ranch CE Overview - Grantor's DUTIES

- Section 4 (p.6) - secure approvals from USACE following completion of 5 years of initial site establishment
- All costs and liabilities associated with upkeep of property except for Grantee's duties in section 16 (long-term duties)
- Installation, Maintenance and repair of signage, perimeter fencing, slopes, and other manufactured segments of the property - and all responsibility for all of these manufactured features
- Restoration of damage caused by Grantor or associated parties
- Prevention of illegal/incompatible use of the property

ACTION ITEMS:

