

ACTION ITEMS/DISCUSSION CALENDAR

Fazeli Corporate Banquet Menu

\$35 PER PERSON

SERVED WITH FRESHLY BAKED BREAD

CAESAR SALAD

PAN ROASTED CHICKEN BREAST WITH TARRAGON BEURRE BLANC

ATLANTIC SALMON WITH DILL & WHOLE GRAIN CREAM SAUCE

FARFALLE PASTA WITH ROASTED VEGETABLES

SAFFRON RICE PILAF

CHEF CHOICE OF ASSORTED DESSERT BITES

Includes the following:

Gold Rimmed Banquet Chairs

Floor Length Linens & Napkins in Black

China, Glass and Flatware

Beverage Station with water, freshly brewed coffee, select teas, and iced tea upon request



Subject **FW: Dates for Area Meeting**
From Michael W Newcomb <michael.newcomb@emarcd.org>
To <rose.corona@emarcd.org>
Date 2016-03-02 10:28



- Fazeli Corporate Banquet Menu2.pdf (~193 KB)

See enclosed. The dates available are:

4/30, 5/7, 5/14, 5/21 and 5/28

Michael W. Newcomb, Director
Temecula Elsinore Anza Murrieta – Resource Conservation District (TEAM-RCD)

From: Romy Fazeli [mailto:romy@fazelicellars.com]
Sent: Wednesday, March 2, 2016 10:22 AM
To: 'Michael W Newcomb' <michael.newcomb@emarcd.org>
Cc: bj@fazelicellars.com
Subject: RE: Dates for Area Meeting

Please see attached updated menu without service charge and tax. Let me know if you need any other information. Talk soon!

Romy Fazeli Alahmari

From: Michael W Newcomb [mailto:michael.newcomb@emarcd.org]
Sent: Wednesday, March 02, 2016 7:15 AM
To: romy@fazelicellars.com
Cc: bj@fazelicellars.com
Subject: RE: Dates for Area Meeting

Thanks Romy,

I'm told, however, that the price needs to be \$35/pp all inclusive (i.e. including 22% service charge and tax). Do I pass this along or do you want to reevaluate?

Michael W. Newcomb, Director
Temecula Elsinore Anza Murrieta – Resource Conservation District (TEAM-RCD)

From: Romy Fazeli [mailto:romy@fazelicellars.com]
Sent: Tuesday, March 1, 2016 9:39 PM
To: michael.newcomb@emarcd.org
Cc: bj@fazelicellars.com
Subject: Dates for Area Meeting

Hi Michael



Elsinore - Murrieta - Anza

Resource Conservation District
February 17, 2016

Ms. Linda Alexander
Bear Creek Master Association
22877 Bear Creek Drive
Murrieta, CA 92562

Re: Change Order/Invoices

Dear Ms. Alexander,

Attached you will find our Change Order and Invoices for the Bear Creek Project Additional Work Request. In an effort to create potential additional savings and in the interest of time, we have provided you with three separate invoices for the potential work depending upon the Proposal you choose to go with. They have been marked A3-a, A3-b and A4.

The difference in costs between the three proposals has to do with the assistance you may or may not decide to use in regards to the eventual removal and hauling of bio-mass off-site either by us or by an outside contractor hired by your organization. As we understand, the contractor chosen by Bear Creek Master Association is Williams Landscape, should you decide to haul the bio-mass off-site to have a cost savings. They will be responsible for dragging and disposing of biomass removed from the project area should you choose Proposal A3-a.

Your proposals are marked A3-a, A3-b, and A4 to distinguish between the three costs. Due to the potential nesting season that is upon us, we are under a tremendous time constraint to get your project completed prior to nesting season starting. As it is, due to the change in weather patterns and the warmer weather, it may have already begun.

We are sure that your Association recognizes that time is of the essence in getting this project completed due to the upcoming nesting season. Therefore, we would appreciate it if a decision could be made as quickly as possible, so we may be able to schedule the work to complete your project prior to nesting season. Please be advised that a biologist will survey the area shortly before vegetation removal is to take place, therefore, if our biologist sees that nesting has already begun, we will be limited, if not completely prohibited, from beginning any of the work.

Since this is simply a change order to the original contract, the original obligations still apply as far as scope of the contract and method of payment. However, since we have still not received payment from the first project, we will not be able to move forward unless both projects are paid in full prior to any work commencing within the area designated. Mr. Neugebauer and Mr. Wood met with you recently and discussed the possibility of reducing the

P.O. Box 2078 ♦ Temecula, CA 92592-2078

Ph: 951-387-8992 ♦ www.EMARCD.org



Elsinore - Murrieta - Anza
Resource Conservation District

pricing. As a gesture of goodwill, we have provided a one time discount of 8% for the submitted invoices for the extended work. This is not our normal practice to reduce our charges, however, we realize there might have been a misunderstanding on the part of your board as to the value and requirement for a 1600 permit to do this kind of work. This is not a regular landscaping job where any firm can clear the area.

As you are already aware through the last meeting with Mr. Wood and Mr. Neugebauer, due to the regulations and requirements of the California Dept. of Fish and Wildlife and CEQA only those organizations with the special 1600 permit that we have are permitted to do this kind of work. Hiring a firm without this type of permit constitutes a failure to meet your obligations to the government and regulatory agencies and could result in huge fines to the Homeowner's Association and the firm that you hire. You could avoid that liability by obtaining your own 1600 permit, however, that often takes years and costs thousands of dollars in consulting and legal fees and there is no guarantee that the permit will be granted. As well, you will be required by CDFW to hire a biologist to monitor each project and do an Annual Report to the government and regulatory agencies who will inspect that you have met your requirements and done the due diligence. Perhaps this will help explain in more clearly why our costs are higher than what a landscaping company would charge.

Please contact me or Rick Neugebauer, the EMARCD coordinator on this project as soon as possible once your decision is made so that we may begin making to start work immediately. You may contact Rick on his cell phone at 760-594-1107 or e-mail him at

rick.neugebauer@emarcd.org

In addition, please note that EMARCD's mailing address has changed, and that all future notices or other communications sent by mail should be directed to P.O. Box 2078, Temecula, CA 92593-2078

Thank you so much for your time and I look forward to speaking and working with you in the near future.

Best Regards,

Rose Corona
Temporary Acting President

P.O. Box 2078 ♦ Temecula, CA 92592-2078
Ph: 951-387-8992 ♦ www.EMARCD.org



**BEAR CREEK MASTER ASSOCIATION PROJECT
ADDITIONAL WORK REQUEST**

**CHANGE ORDER
EMARCD
P.O. BOX 2078
TEMECULA, CA 92593-2078**

Proposal A3-a-Williams Landscape Haul and Disposal: EMARCD Contractor will cut all ladder fuels up to six feet, any dead biomass, non-native vegetation and will treat any non-native species encountered within the project area. EMARCD will leave all cut biomass along the "biomass haul point" (yellow line), at the toe of the slope on the attached map. All biomass from that point will be up to the responsibility of Williams Landscape to dispose of.

EMARCD's total not to exceed amount for this proposal: \$10,665.00

Proposal A3-b- If the HOA prefers that EMARCD contractor move the cut materials to the road, an additional day will be required to do this work.

EMARCD's total not to exceed amount for this proposal: \$13,775.00

Proposal A4-EMARCD Contractor Haul and Disposal: EMARCD contractor will cut all ladder fuels up to six feet, any dead biomass, non-native vegetation and will treat any non-native species encountered within the project area. In addition, EMARCD will cut and haul the cattails to the top of the access trail on the north side of the drainage.

EMARCD's will dispose of all biomass off-site. The total not to exceed amount for this proposal is: \$15,675.00

ELSINORE-MURRIETA-ANZA RESOURCE CONSERVATION DISTRICT, a California resource conservation district	BEAR CREEK MASTER ASSOCIATION, a California nonprofit mutual benefit corporation
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Elsinore-Murrieta-Anza Resource
Conservation District
PO Box 2078
Temecula, CA 92593-2078 US
(951) 387-8992
www.emarcd.com

Invoice 16-1004

BILL TO

Bear Creek Homeowner's
Association
c/o Bear Creek Master
Association
22877 Bear Creek Drive
Murrieta, CA 92562

DATE
02/17/2016

PLEASE PAY
\$10,665.00

DUE DATE
03/18/2016

DATE	ACTIVITY	QTY	RATE	AMOUNT
02/17/2016	Vegetation Removal Proposal A3-a	1	10,665.00	10,665.00

TOTAL DUE

\$10,665.00

THANK YOU

Elsinore-Murrieta-Anza Resource
Conservation District
PO Box 2078
Temecula, CA 92593-2078 US
(951) 387-8992
www.emarcd.com

Invoice 16-1005

BILL TO

Bear Creek Homeowner's
Association
c/o Bear Creek Master
Association
22877 Bear Creek Drive
Murrieta, CA 92562

DATE
02/17/2016

PLEASE PAY
\$13,775.00

DUE DATE
03/18/2016

DATE	ACTIVITY	QTY	RATE	AMOUNT
02/17/2016	Vegetation Removal A3-b	1	13,775.00	13,775.00

TOTAL DUE

\$13,775.00

THANK YOU.

Elsinore-Murrieta-Anza Resource
Conservation District
PO Box 2078
Temecula, CA 92593-2078 US
(951) 387-8992
www.emarcd.com

Invoice 16-1006

BILL TO

Bear Creek Homeowner's
Association
c/o Bear Creek Master
Association
22877 Bear Creek Drive
Murrieta, CA 92562

DATE
02/17/2016

PLEASE PAY
\$15,675.00

DUE DATE
03/18/2016

DATE	ACTIVITY	QTY	RATE	AMOUNT
02/17/2016	Vegetation Removal A4	1	15,675.00	15,675.00

TOTAL DUE

\$15,675.00

THANK YOU.



Elsinore - Murrieta - Anza
Resource Conservation District

February 17, 2016

Ms. Tiffany Kaleschevich
Fairway Estates Homeowner's Association
Professional Community Management Association
11860 Pierce St. Ste 100
Riverside, CA 92505
Re: Change Order/Invoice

Dear Ms. Kaleschevich,

Attached you will find our Change Order and Invoices for the Fairway Estates Project Additional Work Request. In an effort to create potential additional savings and in the interest of time, we have provided you with two separate invoices for the potential work depending upon the Proposal you choose to go with. They have been marked A3 and A4.

The difference in costs between the two proposals has to do with the assistance you may or may not decide to use in regards to the eventual removal and hauling of bio-mass off-site either by us or by an outside contractor hired by your organization. As we understand, the contractor chosen by Fairway Estates HOA is Williams Landscape, should you decide to haul the bio-mass off-site to have a cost savings. They will be responsible for dragging and disposing of biomass removed from the project area should you choose Proposal A3.

Your proposals are marked A3 and A4 to distinguish between the two costs. Due to the potential nesting season that is upon us, we are under a tremendous time constraint to get your project completed prior to nesting season starting. As it is, due to the change in weather patterns and the warmer weather, it may have already begun.

We are sure that your Association recognizes that time is of the essence in getting this project completed due to the upcoming nesting season. Therefore, we would appreciate it if a decision could be made as quickly as possible, so we may be able to schedule the work to complete your project prior to nesting season. Please be advised that a biologist will survey the area shortly before vegetation removal is to take place, therefore, if our biologist sees that nesting has already begun, we will be limited, if not completely prohibited, from beginning any of the work.



Elsinore - Murrieta - Anza
Resource Conservation District

We will be forwarding a change to the original contract shortly but the original obligations still apply as far as scope of the contract and method of payment. We must receive payment in full prior to any work commencing within the area designated. And as you are already aware, due to the regulations and requirements of the California Dept. of Fish and Wildlife, only those organizations with the special permits that we have are permitted to do this kind of work.

Please contact Rick Neugebauer, the EMARCD coordinator on this project as soon as possible once your decision is made so that we may get our representative to begin making the arrangements. You may contact him at 760-594-1107 or e-mail him at rick.neugebauer@emarcd.org. As Temporary Acting President I am authorized to sign any and all agreements regarding this project in order to move us forward quickly so please let us know as soon as you have made your decision.

In addition, please note that EMARCD's mailing address has changed, and that all future notices or other communications sent by mail should be directed to P.O. Box 2078, Temecula, CA 92593-2078

Thank you so much for your time and I look forward to speaking and working with you in the near future.

Best Regards,

Rose Corona
Temporary Acting President



Elsinore - Murrieta - Anza
Resource Conservation District

FAIRWAY ESTATES PROJECT ADDITIONAL WORK REQUEST

**CHANGE ORDER
FROM
EMARCD
P.O. BOX 2078
TEMECULA, CA 92593-2078**

Proposal A3-Williams Landscape Haul and Disposal: EMARCD Contractor will cut all ladder fuels up to six feet, any dead biomass, non-native vegetation and will treat any non-native species encountered within the project area and hauled to top of access trail. In addition, EMARCD contractor will cut and haul the cattails to the top of the access trail on the north side of the drainage. All biomass from that point will be up to the responsibility of Williams Landscape to dispose of.

EMARCD's total not to exceed amount for this proposal: \$2728.00

Proposal A4-EMARCD Contractor Haul and Disposal: EMARCD will cut all ladder fuels up to six feet, any dead biomass, non-native vegetation and will treat any non-native species encountered within the project area. In addition, EMARCD will cut and haul the cattails to the top of the access trail on the north side of the drainage,

EMARCD's will dispose of all biomass off-site. The total not to exceed amount for this proposal is: \$3559.00

ELSINORE-MURRIETA-ANZA RESOURCE CONSERVATION DISTRICT, a California resource conservation district	FAIRWAY ESTATES HOMEOWNERS ASSOCIATION, a California nonprofit mutual benefit corporation
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

**P.O. Box 2078 ♦ Temecula, CA 92592-2078
Ph: 951-387-8992 ♦ www.EMARCD.org**

Elsinore-Murrieta-Anza Resource
Conservation District
PO Box 2078
Temecula, CA 92593-2078 US

Invoice 1003

BILL TO

Fairway Estates
Homeowners's Association
c/o Tiffany Kalischevich
Professional Community
Management Association
11860 Pierce Street, Suite
100
Riverside, CA 92505

DATE
02/17/2018

PLEASE PAY
\$3,559.00

DUE DATE
03/18/2018

ACTIVITY	QTY	RATE	AMOUNT
Vegetation Removal Proposal A4	1	3,559.00	3,559.00

TOTAL DUE

\$3,559.00

THANK YOU.

Elsinore-Murrieta-Anza Resource Conservation District
PO Box 2078
Temecula, CA 92593-2078 US

INVOICE

BILL TO

Fairway Estates Homeowners's
Association
c/o Tiffany Kalischevich
Professional Community
Management Association
11860 Pierce Street, Suite 100
Riverside, CA 92505

INVOICE # 1002
DATE 02/17/2016
DUE DATE 03/18/2016
TERMS Net 30

ACTIVITY	QTY	RATE	AMOUNT
Vegetation Removal Proposal A3	1	2,728.00	2,728.00
BALANCE DUE			\$2,728.00

FURTHER MAINTENANCE SERVICES AGREEMENT

This Further Maintenance Services Agreement ("Agreement") is entered into this February ___, 2016, by and between the Fairway Estates Homeowners Association, a California nonprofit mutual benefit corporation ("Association"), and the Elsinore-Murrieta Anza Resource Conservation District, a California resource conservation district ("EMARCD") (collectively, the "Parties").

RECITALS

WHEREAS, pursuant to California Public Resources Code section 9412, the California Legislature has granted EMARCD authority to provide technical assistance to private landowners within the district to support practices that minimize soil and related resource degradation; provided, however, that the Association agrees to use such assistance on its lands within the district in furtherance of EMARCD's objectives, plans and regulations; and

WHEREAS, EMARCD is able to provide such technical assistance to the Association, and the Association utilized such assistance under a Maintenance Services Agreement in 2015 ("2015 Agreement") and wishes to continue utilizing the technical assistance according to the terms contained herein; and

WHEREAS, the Parties desire to enter into an agreement memorializing the rights and obligations of the Parties in relation to such assistance.

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 Association and EMARCD hereby agree as follows:

1. **Activities:** Upon timely payment of the annual "Maintenance Fee" described below in Section 3, EMARCD agrees to perform maintenance in the Non-Conservation Easement Areas by undertaking one of the proposed activities, at the Association's election, described in Exhibit "A" (the "Activities"). The Non-Conservation Easement Areas are more particularly shown in the aerial photograph attached hereto as Exhibit "B."

2. **Access:** The Association grants access to EMARCD in order to carry out the Activities described in this Agreement. If the Association, any homeowner in the Project area, any subsequent owner of the Project, or their successors in interest interfere with EMARCD's reasonable access to conduct the Activities, EMARCD's duties and responsibilities under this Agreement shall be suspended until such access is restored.

3. **Funding of Actual Costs:**

- (a) The Association shall pay EMARCD the sum of **\$2,728.00** for Proposal A3 or **\$3,559.00** for Proposal A4 ("Maintenance Fee"), the explanation of which is detailed in Exhibit "A," upon the execution of this Agreement, and in consideration of EMARCD's performance of the Activities.

- (b) The Parties agree that the Maintenance Fee is a reasonable amount calculated to cover the anticipated costs of the selected Activities.
- (c) If the actual costs (including, without limitation, administrative staff time, overhead and related legal costs) exceed the anticipated costs, EMARCD shall immediately notify the Association, in writing, as follows:

Any modification, alteration, deviation, addition or omission to the Activities shall be set forth in a written change order ("Change Order"), which identifies a fixed sum, to be signed by Client/Client's Representative and EMARCD. Change Orders shall reflect the nature of the change, any increase or decrease in the Contract Price (identified as a fixed sum), and any increase or decrease in the time for completion of the Activities. EMARCD shall not be responsible to perform any work other than the Activities as modified by a Change Order signed by Client/Client's Representative and EMARCD, and Client will not be responsible to pay for any work not part of the Maintenance Fee or the executed Change Order. If the Association objects to additional costs for the Activities, EMARCD shall suspend work until such time as the Parties agree to new terms and/or costs.

4. EMARCD's Streambed Alteration Agreement. EMARCD is permitted through the California Department of Fish and Game to conduct the Activities pursuant to its Streambed Alteration Agreement (Notification No. 1600-2012-0014-R6). The 1600 Permit is non-transferable and will not be available for use for the Activities when this Agreement is terminated. In the event any changes are required to the 1600 Permit that may affect the performance of the Activities by EMARCD, the Parties will meet and confer to amend the Activities accordingly.

5. Liabilities/Indemnity: The Parties agree that EMARCD shall have no duty or responsibility for the protection of individual homeowners within the Project, the Association, its invitees, agents, contractors, consultants, heirs, estates, successors, assigns and/or subsequent homeowners, the public, or any third parties from risks relating to conditions in the Non-Conservation Easement Areas, except to the extent of the negligence or willful misconduct of EMARCD, its employees, or subcontractors while present on the Non-Conservation Easement Area. As such, the Association shall indemnify and hold EMARCD, its officers, agents, or employees free and harmless from liability to any person or entity not a Party to this Agreement from any damage, loss or injury to person and/or property, except to the extent of the negligence or willful misconduct of EMARCD, its employees, or subcontractors while present on the Non-Conservation Easement Area.

6. Insurance: Each Party to this Agreement shall, at its sole cost and expense, procure and maintain during the term of this Agreement the following insurance coverage:

- (i) workers' compensation insurance required under state law; and
- (ii) a policy of general liability insurance written by one or more responsible insurance carrier(s) insuring against liability for injury to persons and/or property and death of any person or persons occurring in, on or about the Non-Conservation Easement Areas arising from the Parties, their agents, consultants and subcontractors, with a liability limit under such insurance of not less than \$2,000,000 for the death or injury of any one person and

not less than \$2,000,000 for any one accident and \$500,000 for property damage. Each Party shall name the other as Additional Insureds on the appropriate insurance carrier(s) evidencing compliance with the terms of this Section and providing that such insurance shall not be cancelled except after thirty (30) days written notice to the other Party.

7. Transferability; Right of Enforcement: The Agreement is non-transferable. The Association'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 EMARCD's express written agreement. EMARCD's agreement to such transfer may be 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 EMARCD.

8. Time of Performance: EMARCD agrees to begin performing the Activities no later than fourteen (14) days after the receipt of the Maintenance Fee.

9. Cancellation: Either Party may cancel this Agreement at any time upon thirty (30) days' written notice by so notifying the other Party by certified mail. If this Agreement is properly cancelled, EMARCD shall withhold all costs and expenses incurred through that date from the amount paid to EMARCD pursuant to Section 3, and refund the balance to the Association within thirty (30) days' request therefor.

10. 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 EMARCD at:
Elsinore-Murrieta-Anza Resource
Conservation District (EMARCD)
P.O. Box 2078
Temecula, CA 92593-2078

To Association at:
Fairway Estates Homeowners Association
c/o Ms. Tiffany Kalishevich, Professional
Community Management
11860 Pierce St., Suite 100
Riverside, CA 92505

11. Controlling Law; Venue. The interpretation and performance of this Agreement shall be governed by the laws of the State of California. The Parties expressly accept the jurisdiction and venue of the Riverside County Superior Court in any litigation brought to enforce or interpret this Agreement.

12. 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.

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

14. Attorneys' Fees. The "prevailing party" in any litigation brought to enforce or

interpret this Agreement shall be entitled to recover its attorneys' fees and all costs of litigation 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 section 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.

15. 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.

ELSINORE-MURRIETA-ANZA
RESOURCE CONSERVATION
DISTRICT, a California resource
conservation district

FAIRWAY ESTATES HOMEOWNERS
ASSOCIATION, a California nonprofit mutual
benefit corporation

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

Description of Activities:

Proposal A3-Williams Landscape Haul and Disposal: EMARCD Contractor will cut all ladder fuels up to six feet, any dead biomass, non-native vegetation and will treat any non-native species encountered within the project area and hauled to top of access trail. In addition, EMARCD contractor will cut and haul the cattails to the top of the access trail on the north side of the drainage. All biomass from that point will be up to the responsibility of Williams Landscape to dispose of.

EMARCD's total not to exceed amount for this proposal: \$2728.00

Proposal A4-EMARCD Contractor Haul and Disposal: EMARCD will cut all ladder fuels up to six feet, any dead biomass, non-native vegetation and will treat any non-native species encountered within the project area. In addition, EMARCD will cut and haul the cattails to the top of the access trail on the north side of the drainage,

EMARCD's will dispose of all biomass off-site. The total not to exceed amount for this proposal is: \$3559.00

EXHIBIT B

AERIAL PHOTOGRAPH

(See Attached)





(951) 780-1012
Fax (951) 780-5893
<http://www.sawatershed.org>

Board of
Directors:

February 4th, 2016

Mandy Parkes,
Chair

RE: Bear Creek Project Proposal Additional Service

Kerwin Russell,
Vice-Chair

Rick Neugebauer,
Treasurer

Kerwin Russell,
Secretary

Richard Zembel,
Director

The Santa Ana Watershed Association (SAWA) has drafted two separate proposals for your Bear Creek Masters Association project. The difference between the two proposals is the assistance of Williams Landscape in hauling and disposing of biomass removed from the project.

Proposal A3 Williams Landscape Haul and Dispose: SAWA will cut all ladder fuels up to six feet, any dead biomass, non-native vegetation and will treat any non-native species encountered within the project area. SAWA will leave all cut biomass along the "biomass haul point" (yellow line), at the toe of slope on the attached map. All biomass will be disposed of from that point by Williams Landscaping. SAWA's total not to exceed amount for this proposal is \$9,113.78. If the HOA prefers that SAWA move the cut materials to the road, an additional day will be required and the not to exceed cost would rise to \$11,772.49.

Proposal A4: SAWA will cut all ladder fuels up to six feet, any dead biomass, non-native vegetation and will treat any non-native species encountered within the project area. In addition, SAWA will cut and haul the cattails to the top of the access trail on the north side of the drainage. SAWA will dispose of all biomass off-site. The total not to exceed amount for this proposal is \$13,394.96.

If you would like to move forward with one of these proposals please contact James Law for scheduling and logistics.

Cordially,

James Law
Project Manager
Santa Ana Watershed Association
Cell - (909) 771-6903

EXHIBIT A3
2nd Proposal for BEAR CREEK MASTER ASSOCIATION
With Hauling Conducted by Williams Landscape

DATE: 2/4/2016

INVOICE #:

Employee Name	Classification	Total Project Hours	Hourly Billing Rate	Total Amount
CREW LEAD	RESTORATION TECH.	60.00		
TECH #1	RESTORATION TECH.	60.00		
TECH #2	RESTORATION TECH.	60.00		
JAMES LAW	PROJECT MANAGER	24.00		
STAFF TOTALS				\$8,514.48
REPORTING				\$0.00
MILEAGE	990 Miles @ .59 = \$584.10			\$584.10
HERBICIDE TYPES		TOTAL OZ	COST PER OZ	TOTAL COST
RODEO		0.00	0.41	\$0.00
HABITAT		10.00	1.15	\$11.50
SUPER 7 SURFACTANT		0.00	0.28	\$0.00
COMPETITOR		10.00	0.37	\$3.70
NOT TO EXCEED: \$9,113.78				
** This costs includes all tools, material, staff time and mileage to cut, treat and haul non-native biomass, ladder fuels up to 6 feet and dead biomass to yellow line (Biomass Haul Point) from Bear Creek Master Association Project. Costs is not to exceed amount.				

2nd Proposal for BEAR CREEK MASTER ASSOCIATION

DATE: 2/4/2016




INVOICE #:

Employee Name	Classification	Total Project Hours	Hourly Billing Rate	Total Amount
CREW LEAD	RESTORATION TECH.	80.00		
TECH # 1	RESTORATION TECH.	80.00		
TECH #2	RESTORATION TECH.	80.00		
JAMES LAW	PROJECT MANAGER	48.00		
STAFF TOTALS				\$12,600.96
REPORTING				\$0.00
MILEAGE	1320 Miles @ .59 = \$778.80			\$778.80
HERBICIDE TYPES		TOTAL OZ	COST PER OZ	TOTAL COST
RODEO		0.00	0.41	\$0.00
HABITAT		10.00	1.15	\$11.50
SUPER 7 SURFACTANT		0.00	0.28	\$0.00
COMPETITOR		10.00	0.37	\$3.70
NOT TO EXCEED: \$13,394.96				
** This costs includes all tools, material, staff time and mileage to cut, treat and haul non-native biomass, ladder fuels up to 6 feet and dead biomass off-site from Bear Creek Master Association Project. Costs Is not to exceed amount.				

BEAR CREEK MASTER ASSOCIATION



Legend

-  Riverside County Parcel Layer
-  Blomase Haul Point
-  Bear Creek Master Association Project Area ~ 2.2 Acres





THE SANTA ANA WATERSHED ASSOCIATION
(951) 780-1012
Fax (951) 780-5893
<http://www.sawatershed.org>

**Board of
Directors:**

**Mandy Parker,
Chair**

**Kerwin Russell,
Vice-Chair**

**Rick Neugebauer,
Treasurer**

**Kerwin Russell,
Secretary**

**Richard Zentel,
Director**

February 4th, 2016

Re: Fairway Estates Project Additional Work Request:

The Santa Ana Watershed Association (SAWA) has drafted two separate proposals for your Fairway Estates project. The difference between the two proposals is the assistance of Williams Landscape in dragging and disposing of biomass removed from the project.

Proposal A3 Williams Landscape Haul and Disposal: SAWA will cut all ladder fuels up to six feet, any dead biomass, non-native vegetation and will treat any non-native species encountered within the project area and hauled to top of access trail. In addition, SAWA will cut and haul the cattails to the top of the access trail on the north side of the drainage. All biomass from that point will be up to the responsibility of Williams Landscape to dispose of. SAWA's total not to exceed amount for this proposal is \$2,332.44.

Proposal A4 SAWA Haul and Disposal: SAWA will cut all ladder fuels up to six feet, any dead biomass, non-native vegetation and will treat any non-native species encountered within the project area. In addition, SAWA will cut and haul the cattails to the top of the access trail on the north side of the drainage. SAWA will dispose of all biomass off-site. The total not to exceed amount for this proposal is \$3,041.98.

If you would like to move forward with one of these proposals please contact James Law for scheduling and logistics.

Cordially,

James Law
Project Manager
Santa Ana Watershed Association
Cell – (909) 771-6903

EXHIBIT A3
FAIRWAY ESTATES HOA
With Biomass Hauling Conducted by Williams Landscape

DATE: 2/4/2016

INVOICE PERIOD:

INVOICE #: XX

Employee Name	Classification	Total Project Hours	Hourly Billing Rate	Total Amount
CREW LEAD	RESTORATION TECH.	15.00		
TECH # 1	RESTORATION TECH.	15.00		
TECH #2	RESTORATION TECH.	15.00		
JAMES LAW	PROJECT MANAGER	6.00		
STAFF TOTALS				\$2,128.62
MILEAGE	330 Miles @ .59 = \$194.70			\$194.70
HERBICIDE TYPES		TOTAL OZ	COST PER OZ	TOTAL COST
RODEO		0.00	0.41	\$0.00
HABITAT		6.00	1.15	\$6.90
SUPER 7 SURFACTANT		0.00	0.28	\$0.00
COMPETITOR		6.00	0.37	\$2.22
NOT TO EXCEED: \$2,332.44				
** This costs includes all tools, material, staff time and mileage to cut, treat, and clear ladder fuels up to six feet to biomass haul point (yellow line) for Fairway Estates HOA.				

EXHIBIT A4
FAIRWAY ESTATES HOA

DATE: 2/4/2016

INVOICE PERIOD:

INVOICE #: XX

Employee Name	Classification	Total Project Hours	Hourly Billing Rate	Total Amount
CREW LEAD	RESTORATION TECH.	20.00		
TECH # 1	RESTORATION TECH.	20.00		
TECH #2	RESTORATION TECH.	20.00		
JAMES LAW	PROJECT MANAGER	8.00		
STAFF TOTALS				\$2,838.16
MILEAGE	330 Miles @ .59 = \$194.70			\$194.70
HERBICIDE TYPES		TOTAL OZ	COST PER OZ	TOTAL COST
RODEO		0.00	0.41	\$0.00
HABITAT		6.00	1.15	\$6.90
SUPER 7 SURFACTANT		0.00	0.28	\$0.00
COMPETITOR		6.00	0.37	\$2.22
NOT TO EXCEED: \$3,041.98				
** This costs includes all tools, material, staff time and mileage to cut, treat, and clear ladder fuels up to six feet off-site for Fairway Estates HOA.				

FAIRWAY ESTATES HOA

EXHIBIT B

Legend

Biomass Haul Points



Fairway Estates Project Area ~ 0.3 Acres



25

12.5

0

25 Meters

NAD 83
2-4-10 JL
Fairway HOA
Map by SAVVA

>
> * Training for the type of community service activity you will be
> using them for. I am not sure what you want to use them for but if you
> want to share that I could help you determine what type of training
> they may need. We have had interns go through some safety training,
> such as "Slip, Trips & Falls", "Hazard Communication", "Heat Stress",
> "Office Safety", etc.
>
> * Use of personal protection equipment (PPEs) for the type of project
> you will use them on.
>
> * What to do in case of an emergency.
>
> * Is the community service through the high school or someone else?
> There may be additional requirements from the school District.
>
> * Supervision - who will be supervising them for the particular
> community service project? Board members or? Some school districts
> require that background checks and fingerprinting to be done on people
> supervising underage school children.
>
> * Check with your insurance carrier which I think is SDRMA, to make
> sure that they will cover this activity. If they are injured while
> providing the community service, will your insurance carrier cover
> them? Or will the school district?
>
> * SDRMA's policy on volunteers who receive no monetary benefit or
> indirect compensation are not entitled to workers' compensation
> benefits but may be covered if a resolution is adopted by the Board of
> Directors pursuant to Labor Code 3363.5 and filed with SDRMA. You may
> want to consider doing this going forward for not only high school
> students but other potential volunteers.
>
> 2. Liability - Do you have a liability waiver for EMA to have the
> students sign? If not, maybe legal counsel can develop one for you. I
> have attached the liability waiver form from SDRMA. If the students
> are under 18, both
>
> the student and parent must sign.
>
> 3. Child labor laws - one item that we had to take into account for
> our paid internships for high school students were the child labor
> laws. I would have your legal determine if you have to comply with any
> of these
>
> provisions for community service students.
>
> I think that you can see that the bottom line is that it takes some
> oversight but hopefully that can be worked out.
>
> As for the Clinton Keith Property, I think Kerwin may have responded
> on this and asked me to give you a price on what it would cost to do
> it for 2015. Based on our current agreement for use of employees, we
> can do it for \$285.92 which would include site visit, photos, report
> and mileage. Let me know if you would like assistance on that.
>
> Please feel free to contact me if you need any other help on this.
>
> Shelli Lamb
>

Subject **Re: Volunteers**
From Shelli Lamb <lamb@rcrod.org>
To rose.corona@emarcd.org <rose.corona@emarcd.org>
Date 2016-02-24 17:21



Rose:

You are most welcome. Please feel free to call upon me at any time and on any subject matter.

Once we get approval to do the report I will get it scheduled. Do you have a deadline for submittal that we need to keep in mind?

Kerwin can get this turned around pretty quickly since he is very familiar with the property so I will check with him and get back to you.

Thanks for the opportunity to work together.

Shelli

Sent from my LG Optimus G Pro.

----- Original message-----

From: rose.corona@emarcd.org
Date: Wed, Feb 24, 2016 4:38 PM
To: Shelli Lamb;
Subject: Re: Volunteers

Shelli,

Thank you so much for the useful information on the volunteers. These were my concerns as well and it looks like we're on the same page. I think we may need your help on the Clinton Keith Property report so will put it on the agenda for March 10 for a vote and discussion. How long will it take to do the report?

Thanks for your help.

Rose

On 2016-02-24 16:24, Shelli Lamb wrote:

- > Rose:
- >
- > Yes, Carol Lee was mentioning that you were looking to use high school
- > students for community service. We have used volunteer students and
- > paid summer intern students in the past (under the age of 18).
- >
- > Some items to consider:
- >
- > 1. Determine what types of projects you will want the high school
- > students to work on for community service:
- >
- > * Will those be in an office setting or outside?
- >
- > * Develop a job description for each type of community service
- > activity to make sure that they have the ability to do the activities
- > you need help on.

> District Manager
>
> Riverside-Corona RCD
>
> 4500 Glenwood Dr, #A
>
> Riverside, CA 92501
>
> 951-683-7691, ext 202
>
> 951-683-3814 (fax)
>
> www.rcrcd.org
>
> Check us out on Facebook [1]
>
> Healthy Soils, Healthy Life!
>
>
>
> Links:
> -----
> [1]
> <http://www.facebook.com/pages/Riverside-Corona-Resource-Conservation-District/242542239105261>

**SUBMITTAL TO THE BOARD OF DIRECTORS
TEMECULA ELSINORE ANZA MURRIETA RESOURCE CONSERVATION DISTRICT**

FROM: Michael W. Newcomb, Director Appointee

SUBJECT: Volunteer Initiative Project (the "Project")

FACTS: There are approximately 12 public high schools, each with an average of 3,000 students in the TEAMRCD (e.g. roughly 36,000 high school students). Many of these districts require their high school students to obtain 20 or more community service volunteer hours as a requirement to graduation. If just 1% of the area high school students were to volunteer at/for TEAMRCD project for the minimum 20 hours, it would result in approximately 7,200 volunteer hours (360 x 20). There are also additional non-student groups and individuals that value the mission of TEAMRCD and may wish to provide volunteer hours or services to the District.

TEAMRCD has the need to use volunteers towards achieving its mission and goals to develop:

- educational and marketing materials,
- conservation related surveys of the TEAMRCD area,
- identify, research and apply for grants,
- solicit from the community conservation projects, and,
- provide volunteer labor towards various projects.

The name change from Elsinore Murrieta Anza Resource Conservation District (EMARCD) to Temecula Elsinore Anza Murrieta Resource Conservation District (TEAMRCD) was approved by the Riverside County Board of Directors on November 5, 2015 (Resolution No. 2015-252). The District should rebrand itself to be consistent with its legal name.

The District should also establish a comprehensive volunteer database and undertake an initiative to educate the community as to the volunteer opportunities available with the District and solicit projects from the community with low to no fiscal impacts that are consistent with the mission of the District.

RECOMMENDED MOTION: The Directors:

1. Approve the creation of a Volunteer Initiative Project ("Project") that would solicit conservation projects, volunteers and assign volunteers, with the following parameters:
 - a. Publically, through the Districts website, solicit proposals for projects with both fiscal impacts and no fiscal impacts.
 - b. Any Project with a direct fiscal impact to the District's budget would require approval of the Board of Directors.
 - c. Any Project with no direct fiscal impact to the District's budget that would assist the District or relate to the conservation mission of the District may be approved and implemented by the President or their designee.
2. Establish an Ad Hoc Website Committee ("Website Committee") consisting of Michael Newcomb and Randy Freney, which will undertake the following actions to be completed within the next six (6) months:
 - a. Rebrand the District's internet presence to its correct name, including, registering the domains consistent with the Districts name.

- b. Create / Install technologies on the District's website that enable registration and assignment of volunteers, time tracking and project communication and implementation within the existing Joomla CIMS database by using free or paid Joomla extensions or modules that the Committee believes to be best suited.
 - c. Create forms, systems and materials believed necessary to implement the Project.
 - d. Create a District presence on popular and relevant social media platforms.
 - e. Provide content to the Website related to the District's history and mission and Projects in order to inform the public of the District's activities and the Project.
- 3. Authorize the expenditure of up to \$100 towards the purchase or license of technologies needed to implement the Project.
 - 4. Authorize the promotion of the Project to high schools, special interest and community groups, and the public at large.
 - 5. Authorize the President to approve all actions necessary to implement the Project within the approved budget.

FISCAL IMPACT / COST: \$25 to \$100 for the cost of website (Joomla) extensions or modules to collect, track and assign volunteer projects.

Subject **Fwd: Volunteers**
From <rose.corona@emarcd.org>
To Michael Newcomb <michael@newcomblawgroup.com>
Date 2016-02-28 11:06



- Sample Release Form - SDRMA.docx (15 KB)

Mike,

Here is Shelli Lamb's response from the RCRCd. I'll put this in the packet and make sure that your project is on the agenda.

Rose

----- Original Message -----

Subject: Volunteers
Date: 2016-02-24 16:24
From: Shelli Lamb <lamb@rcrcd.org>
To: "rose.corona@emarcd.org" <rose.corona@emarcd.org>
Cc: Kerwin Russell <russell@rcrcd.org>

Rose:

Yes, Carol Lee was mentioning that you were looking to use high school students for community service. We have used volunteer students and paid summer intern students in the past (under the age of 18).

Some items to consider:

1. Determine what types of projects you will want the high school students to work on for community service:

* Will those be in an office setting or outside?

* Develop a job description for each type of community service activity to make sure that they have the ability to do the activities you need help on.

* Training for the type of community service activity you will be using them for. I am not sure what you want to use them for but if you want to share that I could help you determine what type of training they may need. We have had interns go through some safety training, such as "Slip, Trips & Falls", "Hazard Communication", "Heat Stress", "Office Safety", etc.

* Use of personal protection equipment (PPEs) for the type of project you will use them on.

* What to do in case of an emergency.

* Is the community service through the high school or someone else? There may be additional requirements from the school District.

* Supervision - who will be supervising them for the particular community service project? Board members or? Some school districts require that background checks and fingerprinting to be done on people supervising underage school children.

* Check with your insurance carrier which I think is SDRMA, to make sure

that they will cover this activity. If they are injured while providing the community service, will your insurance carrier cover them? Or will the school district?

* SDRMA's policy on volunteers who receive no monetary benefit or indirect compensation are not entitled to workers' compensation benefits but may be covered if a resolution is adopted by the Board of Directors pursuant to Labor Code 3363.5 and filed with SDRMA. You may want to consider doing this going forward for not only high school students but other potential volunteers.

2. Liability - Do you have a liability waiver for EMA to have the students sign? If not, maybe legal counsel can develop one for you. I have attached the liability waiver form from SDRMA. If the students are under 18, both

the student and parent must sign.

3. Child labor laws - one item that we had to take into account for our paid internships for high school students were the child labor laws. I would have your legal determine if you have to comply with any of these provisions for community service students.

I think that you can see that the bottom line is that it takes some oversight but hopefully that can be worked out.

As for the Clinton Keith Property, I think Kerwin may have responded on this and asked me to give you a price on what it would cost to do it for 2015. Based on our current agreement for use of employees, we can do it for \$285.92 which would include site visit, photos, report and mileage. Let me know if you would like assistance on that.

Please feel free to contact me if you need any other help on this.

Shelli Lamb

District Manager

Riverside-Corona RCD

4500 Glenwood Dr, #A

Riverside, CA 92501

951-683-7691, ext 202

951-683-3814 (fax)

www.rcrcd.org

Check us out on Facebook [1]

Healthy Soils, Healthy Life!

Links:

[1] <http://www.facebook.com/pages/Riverside-Corona-Resource-Conservation-District/242542239105261>

OLD BUSINESS

THE BROWN ACT



THE BROWN ACT

Melissa R. Cushman
Deputy County Counsel

(1)



“The people, in delegating authority, do not give their public servants the right to decide what is good for the people to know and what is not good for the people to know. The people insist on remaining informed so that they may retain control over the instruments they have created.” Cal. Gov. § 54950.



Purpose of the Brown Act

To ensure that almost all aspects of the decision-making process of legislative bodies of local agencies are conducted in public and open to public scrutiny.



Key Principles of Brown Act

- It's the public's business
- Public only trusts a process it can see





Transparency Rules of Brown Act

- Conduct business in open and publicized meetings
- Allow public to participate in meetings

INSTITUTE for LOCAL GOVERNMENT

Celebrating 50 years of service
to local officials
www.ilog.org

The ABC's of Open Government Laws

The fundamental principle of the open government laws is that public access to government should be as transparent as possible. Such transparency is vital in promoting public trust in government. Promoting government openness and transparency is an opportunity to include the public in decision-making processes and decisions so that the system has a chance to fail.

The concept of government transparency is so important to the public that some 75 percent of voters supported adding it to California's constitution.

CALIFORNIA'S TRANSPARENCY LAWS REQUIRE PUBLIC OFFICIALS TO:

1. Conduct the public's business in open and publicized meetings, except for the limited circumstances under which the law allows closed sessions.
2. Allow the public to participate in meetings.
3. Allow public inspection of documents and records generated by public agencies, except when non-disclosure is specifically authorized by law.

This pamphlet summarizes these three requirements for local officials in local laws. For information about how these requirements apply to you, please contact us for more information about the area of the law in which local officials are expected to comply with their obligations.

This pamphlet also requires certain local officials to be transparent about their personal financial interests and relationships. For more information about these requirements, please contact the Institute for Local Government. For further information, see local officials' and local government agencies' websites. Both are available at www.ilog.org.



The Brown Act applies to “Legislative Bodies”

- Governing body of the agency
- Subordinate boards or commissions created by formal action of the governing body
- Standing committees with regular meeting schedule and continuing subject matter jurisdiction.
- Any board that governs a private entity, if the local body created it and delegated some authority to it.
- Persons elected to legislative bodies, even prior to assuming office.



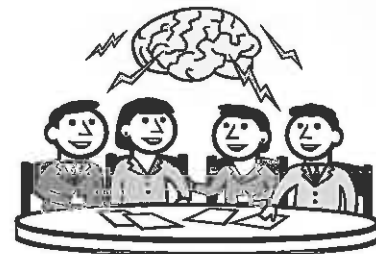
Brown Act

Conducting Business at Open Meetings



All meetings of the Legislative Body of a Local Agency shall be open and public and all persons shall be permitted to attend

- Government Code §54953



Brown Act

What is a meeting?

Any congregation of a majority of the members at the same time and location to hear, discuss, deliberate, or take action upon any matter under their jurisdiction.

No action needs to be taken for a meeting to occur; conversations about issues confronting their agency is sufficient.



Brown Act – Meeting Exceptions

When is a meeting not a meeting? Not a violation:

- Individual contacts
- Conferences and seminars - if open to the public and on issues of general interest
- Community Meetings- Town meetings or similar gatherings which are open, noticed and originated by a person or organization other than the local agency
- Purely social or ceremonial occasions
- Attendance at a standing committee meeting (observation only)
- Attendance at meetings with other legislative bodies



Serial Meetings Are Illegal

Serial Meetings:

- Expressly prohibited
- A series of communications, direct or indirect, each of which involves less than a quorum of the legislative body, but when taken as a whole, involves a majority of the members.
- The members discuss, deliberate, or take action on an issue through personal intermediaries, emails, phone calls, letters, written proposals, or other method.



Serial Meetings Are Illegal

Brown Act prohibits a majority of members of a legislative body from using, outside a public, noticed meeting, a series of communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item of business that is within the subject matter jurisdiction of the legislative body.



Serial Meetings Are Illegal

Types of Serial Meetings

Hub and spoke



Telephone or email chain



*** Individual briefings are permitted**



Brown Act and Emails

- Use of emails create potential violations
- Email communication is considered a “technological device” within the meaning of “meetings” under the Brown Act
- Is the email about an action to be taken by the Board?
- When email violates the Brown Act-
 - Can the email be construed by the public...
 - To be used by a majority of the Board members to discuss, deliberate, or take action on any upcoming agenda item?



Brown Act and Emails

Opinion of the Attorney General:

A majority of the members may not e-mail each other to develop a collective concurrence as to action to be taken

- Even if the e-mails are sent to the secretary and the agency chair
- Even if the e-mails are posted on the agency website and printed versions are reported at the next public meeting

Reason: Such e-mails deprive the public of the opportunity to attend and comment on the proposed action.



Hypothetical #1:

- EMARCD President e-mails County Counsel:
From now on I want you to provide individual briefings on upcoming agenda items relating to mitigation. Some of this material is very technical and we don't want the board members to sound like idiots at the public hearings.
- County Counsel then emails materials relating to mitigation to all board members.

Is this a Brown Act violation?



Hypothetical #1:

- EMARCD President e-mails County Counsel:
From now on I want you to provide individual briefings on upcoming agenda items relating to mitigation. Some of this material is very technical and we don't want the board members to sound like idiots at the public hearings.
- County Counsel then emails materials relating to mitigation to all board members.

Is this a Brown Act violation?

There is no violation for providing information via e-mail.



Hypothetical #2:

Same facts as stated in number #1, but the EMARCD Secretary sends an e-mail back to County Counsel:

Thanks. Mitigation can be complicated and now I think I'm better able to make the right decision.
Any idea what the other board members think of the proposal?

Is this a violation?



Hypothetical #2:

Same facts as stated in number #1, but EMARCD Secretary sends an e-mail back to County Counsel:

Thanks. Mitigation can be complicated and now I think I'm better able to make the right decision.

Any idea what the other board members think of the proposal?

Is this a violation?

The council member should not ask about opinions/thoughts of other members. Some might infer the e-mail as a conduit for developing a collective concurrence on the matter.



Brown Act and Emails

Tips for Avoiding Problems as Board Members:

- Refrain from replying to an e-mail directed to a majority of the members concerning a public discussions or deliberations
- Do not take a position or make a commitment on public matters yet to be decided.
 - E-mails can be forwarded without your knowledge
- Only e-mail the entire Board to provide information
 - Do not start a discussion of EMARCD business
 - Do not request a response
 - Generally, do not reply all



Brown Act and Emails

Tips for Avoiding Problems as Board Members:

- Remember when sending or replying to an e-mail, you have no idea where your reply will end up ... including the desk of the local newspaper editor
- Develop and institute policies and regular trainings to ensure the use of e-mails and other emerging technologies comply with the law.



Conducting Business at Open Meetings

- Meetings under the Brown Act are either entirely open or entirely closed. There is no in between.
- Closed sessions are only allowed under the law in specific circumstances such as real property negotiations, existing or anticipated litigation, labor negotiations, public employee issues (appointment, employment, evaluation, discipline, dismissal or release).



Conducting Business at Open Meetings

- No meeting can be held in a facility that prohibits attendance based on race, religion color, national origin, ethnic group identification, age, sex, sexual orientation, or disability, or that is inaccessible to the disabled.
- No meeting can be held where the public must make a payment or purchase in order to be present. This does not mean however that the public is entitled to free entry to a conference attended by a majority of the legislative body.
- Action by secret ballot, whether preliminary or final, is flatly prohibited.



Rules Governing Meetings

Agenda Requirements for Regular Meetings

- Must post 72 hours prior to the meeting
 - Physically post and on website, if agency has website
- Must include the time and location of the meeting
- Must contain a brief general description of each item to be discussed or addressed – including closed session items
- Must be publicly accessible and distributed in advance to those that request copies. A fee may be charged to recover the cost.
- If requested, the agenda must be made available in appropriate alternative formats to persons with a disability.
- The agenda must include information regarding how, to whom, and when a request for disability-related modification or accommodation may be made in order to participate in the public meeting.



Rules Governing Meetings

Agenda Requirements for Special Meetings

- Special Meetings are meetings called by the presiding officer or a majority of the Board at a time that is not a regularly scheduled time to discuss discrete agenda items. Special meetings are not the norm.
- Must be posted no later than 24 hours prior to the meeting
- Must include the time and location of the meeting
- Must contain a brief general description of each item to be discussed or addressed



Public Participation

The Public's Right to Comment

- At every **regular** meeting, members of the public have the right to directly address the body on **any item of public interest if that item is under the jurisdiction of the body**
- For agenda items, the public must be given an opportunity to comment **before or during** the body's consideration of the item



Public Participation

The Public's Right to Comment

- At **special** and **emergency** meetings, members of the public have the right to address the body about **any item that is listed on the agenda**
- The notice for the special or emergency meeting shall describe the public's right to comment about any agenda item



Public Participation

The Public's Right to Comment

- Can speak on any item in subject matter jurisdiction
- Can criticize the policies, procedures, programs, services, or omissions of the body
- Accepting grandstanding, negative feedback and gadflies as part of public service
- Not required to register
- Speaker cards are not a prerequisite
- Time limits and prohibiting disruptive conduct okay
- Rules of decorum and reasonable restrictions upon public comment are permitted, if not too broad and do not constitute "prior restraints"
- Recording permitted
- If the body reviews documents, copies of those documents must be provided without delay when requested



No Action Allowed

Board members can only discuss items that are on the publicly noticed agenda. No action or discussion allowed for any item not listed on agenda except for:

- Adding items by majority vote for emergency situation
- Adding items by 2/3 vote of the members of the Board present at the meeting (or a unanimous vote if less than 2/3 of the members are present) because of need for immediate action that came to the attention after the agenda is posted
- Item continued to another meeting within 5 calendar days



No Action Allowed (cont.)

No action or discussion allowed for any item not listed on agenda except for:

- Brief response to statement or question from public
- Questions to staff for clarification of a matter based upon public comment
- Brief announcement or report on member's or staff's own activities
- Provide reference or information to staff
- Ask staff to report back at a future meeting on any matter



Brown Act – Meeting Locations

- General rule: Must be held within the jurisdiction of the body
 - Exceptions: §54954
 - Inspection of real property
 - Pursuant to federal law or court order
 - Participation in meetings with multi-agencies after proper notice is given
- Meetings shall not begin before the publicly noticed meeting time



Consequences of a Brown Act Violation

Civil:

Filing a civil suit to have the action declare "null and void"
The body will be given a chance to cure and correct the problem
Repeated violations: injunction prohibiting future violations
A civil violation does not require that the body actually vote or take action on an item.
Court fees and attorneys costs are recoverable.

Criminal:

A member takes action, intending to deprive the public of information to which the public is entitled.
Guilty of a misdemeanor
Criminal sanctions (up to 6 months in jail; \$1,000 fine)



Conducting Business at Open Meetings – Key Points

- A majority may not consult outside of a noticed meeting.
- Meetings include any communication among a majority to hear, discuss or deliberate on public business (e-mail, telephone calls, serial meetings etc.).
- Legislative Body includes committees, commissions and boards (except ad hoc committees of less than a quorum).
- Attendance of quorum at other events not a violation as long as no business of the Board is discussed (conferences & seminars, community meetings, another body of agency, social or ceremonial events).
- APPEARANCES MATTER.



Best Practices

- Assume all information is public or will become public
- Don't discuss County business with fellow decision-makers outside noticed public meetings or legally permitted closed meetings





Agricultural Irrigation Efficiency Program



E.M.A.R.C.D.



What is the Agricultural Efficiency Program?

With grant money awarded through the State Department of Water Resources, Rancho California Water District is helping its agricultural customers to pay for irrigation system retrofits. For this program, up to 50% of approved equipment costs can be provided for successful retrofits.

How does it work?

Step 1: Call to schedule a free irrigation system evaluation. This evaluation requires you to turn on your irrigation system and to allow the District's approved auditor to perform a system test while it is running.

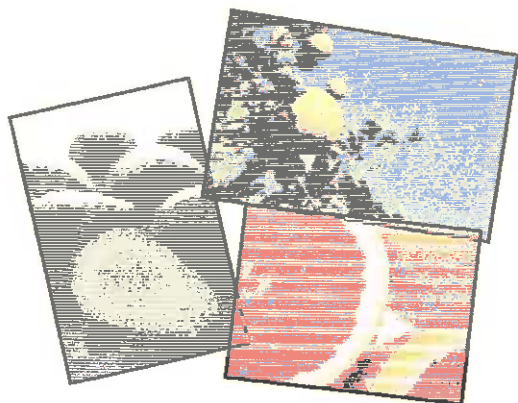
Step 2: Review the recommended irrigation system improvements detailed in the irrigation system evaluation report that will be provided to you by the approved auditor following the irrigation system evaluation.

Step 3: The District will review the report and will determine your eligibility for a financial incentive. If eligible, you will be sent a project approval letter that will provide information financial incentive amounts and approved equipment types.

Step 4: Complete your irrigation system retrofit within 90 days after receiving your project approval letter. After completing your project, call the District's approved auditor to perform another free irrigation system evaluation to verify that the retrofit was successful.

Step 5: Send all of your equipment receipts to the District.

Step 6: If your project was successful, 50% of the approved equipment costs for your project will be credited to your water bill.



To schedule an irrigation system evaluation,
go to our website at:

www.EMARCD.ORG

and contact our

Water Audit Coordinator at:

wateraudit@emarcd.org

Or contact us at

951-387-8992

E.M.A.R.C.D.

Or "Click Here" for further information



THE AGRICULTURAL EFFICIENCY PROGRAM FAQ SHEET

The Agricultural Irrigation Efficiency Program is a program run jointly by the EMARCD and the Rancho California Water District. Once you have filled out the initial application and forwarded it to us, you will be contacted by a representative of the EMARCD who will gather pertinent information in order to conduct an audit on your property. Following are just a few points that will be covered in the initial information gathering phone call.

1. All information will be discussed in advance with all paperwork signed and submitted to the EMARCD prior to the scheduling of an audit appointment and prior to an auditor arriving at your location. No work will be conducted without properly signed documentation and information as to what work will occur during the audit.
2. Please note that all property owners or their representatives must sign a Liability Waiver in order for our auditors to enter the property and commence with their work. No work can commence without the signed liability waiver granting permission for our auditors to enter your property.
3. The cost of the audit itself is free to the landowner. **However, the Rancho Water District will only pay for 50% of your APPROVED irrigation system retrofit and actual equipment costs. Labor costs are additional and not covered by the EMARCD or RCWD policy or program. Please make sure you or your representative has a full understanding of what portion of this program is reimbursable to the landowner prior to changing out your irrigation system.**
4. Please be clear on the information you are providing to our representative. We are often asked to do an additional audit while we are out in the field at the last minute which may be adjacent or close by the existing audited property. Please note that the auditors will only do an audit on the property that is scheduled and cannot add additional property audits without prior authorization and paperwork. If you have additional properties, please address this with our representative when filling out your audit application.. This may require filling out two or three different applications depending on the number of properties you wish to have audited.
5. Once all the information and paperwork is processed you or your designated representative will be contacted by the EMARCD representative to arrange an appointment to come out and conduct the audit. Due to the amount of audits that have been requested, we may be asking you for several different dates that may work for both the auditor and yourself in order to maximize convenient times for all people requesting audits.
6. Once the audit is completed, we will create a report with all the appropriate information necessary to submit to the RCWD for reimbursement and recommendations for water savings on your property.
7. Once your audit is completed you will be asked to contact the RCWD in order to complete the reimbursement process.
8. The EMARCD audit representative will be more than happy to walk you through the Water Efficiency program paperwork process and help you with any questions you may have. Should you require further information regarding the reimbursement program, we will be more than happy to put you in contact with the representative from the Rancho Water District.
9. If you are interested in having a water audit at your property, please click [here](#) to fill out your initial application form.



Elsinore - Murrieta - Anza
Resource Conservation District

Welcome to the
Elsinore/Murrieta/Anza Resource Conservation District and Rancho California Water District
Irrigation Efficiency Program

If you are interested in having your grove, winery or agricultural property audited for potential water savings, please fill out the form below and return it either by e-mail to: wateraudit@emarcd.org

Or mail to: **EMARCD**

P.O. Box 2078

Temecula, CA 92593-2078

Name _____

RCWD Account # of property for potential water audit _____

Address: _____

City/State/Zip _____

Phone # (_____) _____
(Best number to reach you / cell , business or home)

If you would prefer we speak to your grove management company please give contact name and number below:

Grove Management Company Contact: _____

Phone # (_____) _____

Location of property that will be audited _____

Address: _____

of acres owned _____

of acres planted _____

Type of irrigation system presently in use _____

Have you ever had a water audit by our organization within the last two years? ☐ yes ☐ no

P.O. Box 2078 ♦ Temecula, CA 92592-2078

Ph: 951-387-8992 ♦ www.EMARCD.org



E.M.A.R.C.D.

**EMARCD
P.O. BOX 2078
TEMECULA, CA 92593-2078
EMARCD Agricultural Irrigation Efficiency Program
Participation Checklist**

Client Name _____

Address: _____

Contact: _____

Phone: _____

RCWD Account # _____

Dear Grower,

Please review and initial at the end of each item and sign this document that you have read and understand the process that will be taking place for your Agricultural Irrigation Efficiency Program Audit and return this paperwork with the signed Participation Agreement and Liability Waiver we have forwarded to you. Please be notified that no audit can commence without these documents being signed and initialled. Should you have any questions, please contact our Water Audit Coordinator at: wateraudit@emarcd.org

Thank you and we look forward to working with you in an effort to make your agricultural entity more water efficient.

1. ____ EMARCD contacts Grower/Applicant once initial contact is made and asks to have Initial Water Audit application form filled out and returned. ____
2. ____ EMARCD Water Audit Coordinator contacts RCWD to confirm Program Eligibility of Grower. ____
3. ____ Once Eligibility is confirmed, EMARCD Water Audit Coordinator contacts Grower to submit final signed acknowledgement documentation and Liability Waivers ____
4. ____ EMARCD Water Audit Coordinator forwards all Grower information and signed documents to water auditor who will contact Grower and schedule a pre-installation audit ____
5. ____ Water Auditor completes pre-installation audit and submits report to Grower, EMARCD and Rancho California Water District ____
6. ____ EMARCD Water Audit coordinator follows up with Grower to discuss any questions and determine whether Grower wishes to make the recommended irrigation retrofits as per audit report ____
____ Grower Accepts ____ Grower Declines
7. ____ RCWD will notify EMARCD by phone and mail of approval or denial of application and Grower via mail. EMARCD Water Coordinator to contact Grower to discuss results ____



E.M.A.R.C.D.

8. _____ Grower makes approved irrigation system improvements _____
9. _____ Grower contacts Water Audit Coordinator who contacts water auditor to schedule post-installation audit with same water auditor who conducted pre-installation audit. _____
10. _____ Water Auditor submits post-installation audit report to EMARCD, RCWD and Grower. _____
11. _____ Grower submits original copies of receipts/invoices can be mailed or dropped off at the RCWD at following address: **Rancho California Water District**
42135 Winchester Road
Temecula, CA 92595
Att: Justin Heassley
12. _____ Incentive is paid to customer via a credit to the water bill. _____
13. _____ Water Audit Coordinator follows up with Grower for review and feedback _____

By signature of this document I acknowledge that I have read and understand the process necessary for participation in the Agricultural Irrigation Efficiency Program for my property.

Grower _____
Signature

Name: (Please Print) _____

Date: _____



ELSINORE-MURRIETA-ANZA RESOURCE CONSERVATION DISTRICT

AGRICULTURAL IRRIGATION EFFICIENCY PROGRAM (AIEP) PARTICIPATION AGREEMENT AND LIABILITY WAIVER

EMARCD in cooperation with the Rancho California Water District (RCWD) has developed an Agricultural Irrigation Efficiency Program ("AIEP") for Agricultural customers. The purpose of AIEP is to enhance water use efficiency among agricultural water users within the RCWD service area through implementation of Water Use Efficiency Devices. Water Use Efficiency Devices are defined as those that have been tested by a third party such as the Center for Irrigation Technology and have been scientifically proven to enhance water use efficiency. RCWD will approve the installation of water use efficiency devices at eligible sites on a case by case basis based on cost effectiveness. The EMARCD will collect consumption data to evaluate whether the Water Use Efficiency Devices would effectively enhance water use efficiency, if utilized by similarly situated customers within the RCWD service area. Water consumption and irrigation system efficiency data will be collected and may be forwarded to other public agencies so that local agriculture beyond the RCWD service area may benefit. No personal identifying information will be shared with other agencies.

Your voluntary participation in Agricultural Irrigation Efficiency Program (AIEP) is appreciated. As a voluntary participant, you understand and agree by initialing at the end of each bullet point to all of the following:

- You are the registered owner, or have the legal authority to act on behalf of the registered owner, of the property within the RCWD service area located at the service address given below ("Property"). _____
- You have freely volunteered to participate in AIEP. _____
- You agree to participate in a pre-installation site audit inspection, which will be conducted by an approved EMARCD contractor. Pre-installation site audits will be required and are provided free of charge to you. _____
- You agree to permit EMARCD and its approved contractors to enter onto the Property during reasonable hours for the purposes specified herein. _____
- Pre-installation site audit reports recommending specific Water Use Efficiency Devices for irrigation system retrofits will be provided to you by the approved EMARCD contractor, and you agree that recommendations contained in these reports will serve as a guide for completing a Project Application. _____
- You agree to **NOT** proceed with installation of Water Use Efficiency Devices until receiving written approval from RCWD. _____
- You agree to participate in a post-installation site audit inspection, which will take place following the installation of Water Use Efficiency Devices. Post-installation site audits will be required and are provided free of charge to you. _____
- **You are responsible for a portion of the costs associated with the Water Use Efficiency Devices to be installed at the property. Labor costs are NOT included in the AIEP. RCWD will pay for pre and post-installation site audits plus 50% of approved equipment costs up to an amount determined by RCWD. You will pay the remaining 50% of the equipment costs plus tax and any labor required for installation. RCWD's share of equipment costs will be reimbursed to you as a credit on your water bill.**
- **You agree to provide receipts for all Water Use Efficiency Devices approved for reimbursement. No reimbursement will be provided if no receipts are submitted to RCWD.** _____
- All costs associated with equipment installed, but not approved in writing by RCWD, are your responsibility. _____
- You assume ownership of and responsibility for the operation and maintenance of any Water Use Efficiency Devices installed through AIEP upon completion of installation. _____
- EMARCD and RCWD and its contractors will not be held liable for pre-existing conditions associated with the Property, your existing irrigation system(s), or damages related to or arising out of those pre-existing conditions. _____
- You waive any claims, known or unknown, and shall hold harmless RCWD and its contractors from any damages or liability that may arise from the installation, operation and ownership of the Water Use Efficiency Devices. _____
- Neither EMARCD, RCWD nor its contractors are making any representations or warranties, expressed or implied, concerning the operation and ownership of the Water Use Efficiency Devices or your participation in AIEP. _____
- You permit RCWD to monitor and analyze your water consumption through monthly billing data, share the collected data with other Public Agencies, and publish reports using the collected data so other public agencies can benefit. **No personal identifying information will be published.** _____
- This Agreement is enforceable in accordance with California law. _____
- **Congratulations on your decision to participate in the RCWD AIEP Program as per this agreement.**

– Agreement Continues on Next Page / Signature Required –



ELSINORE-MURRIETA-ANZA RESOURCE CONSERVATION DISTRICT

**AGRICULTURAL IRRIGATION EFFICIENCY PROGRAM (AIEP)
PARTICIPATION AGREEMENT AND LIABILITY WAIVER**

I understand and agree to all of the foregoing.

Signature Date

Print Name Daytime Phone

Property Owner Address

Service Address

Account Number

**ELSINORE-MURRIETA-ANZA
RESOURCE CONSERVATION DISTRICT**

**ADELINE FARMS
2014 ANNUAL MONITORING REPORT**



**In Support of the
Lake & Streambed Alteration Agreement # 1600-2003-5039-R6**

**Submitted to
CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE**

November 7, 2014

INTRODUCTION

The project site is located in Auld Valley at the base of Lake Skinner Dam. The site lies north of State Highway 79, south of Diamond Lake Reservoir, west of Interstate 215, and east of State Route 3 in French Valley Riverside County. The project site is a rectangular-shaped parcel bounded by Pouroy Road to the west, Benton Road to the south, Washington Road to the east, and Shrimp Lane to the north.

Project Origin: The project entailed the construction of 375 single-family homes on the 160-acre site with the preservation of 26.3 acres of open-space. The project resulted in the permanent loss of approximately 0.007 acres (50 linear feet) of United States Army Corps of Engineer (USACE) and 0.803 acres of California Department of Fish and Wildlife (CDFW) jurisdictional non-wetland waters within five unnamed ephemeral drainages, which were tributary to the Warm Springs Creek (Santa Margarita River Watershed). USACE impacts only occurred within the northwestern portion of the main drainage feature that was located at the northern property boundary.

Purpose and Goals of the Mitigation: The mitigation for impacts to state and federal jurisdictional waters occurred within 4.2-acre (5,195 linear foot) open drainage bioswale at the northern property boundary. Planted vegetation consisted of native riparian grasses within the streambed and dry-tolerant native riparian vegetation on the stream banks, which was intended to mitigate for all jurisdictional impacts:

- Section 404 nationwide permit from the U.S. Army Corp of Engineers (USACE, File No. 200301453-JPL);
- Section 401 Water Quality Certification from the Regional Water Quality Control Board (RWQCB, File No. 03C-099);
- Streambed Alteration Agreement with the California Department of Fish and Game (CDFG, File No. 1600-2003-5039-R6); and
- Formal Section 7 Consultation Concurrence for the Stephens' kangaroo rat.

The 4.2 acres was dedicated in perpetuity as a conservation easement (CE). The CE established maintenance provisions for the streambed per Riverside County Flood Control (RCFC) standards. A 2-foot low flow channel was left unmaintained within the 28-foot wide drainage bottom. The bioswale provided first-flush treatment of all onsite runoff.

The primary goal of the mitigation effort was to replace wildlife habitat and water quality functions and values and to meet state and federal avoidance and minimization recommendations for impacts to jurisdictional waters.

The Elsinore-Murrieta-Anza Resource Conservation District (EMARCD) took over long-term monitoring of this site once the resource agencies deemed that the mitigation had been successfully completed.

Project Status: The purpose of the site surveys was to ensure that the riparian area (easement area) has not been altered, degraded due to trespass or the existence of excessive trash. No field measurements were taken of any of the vegetation or cover estimates made, as this is not a condition that is required to be monitored per the provisions of the CE.

Photo Documentation: The following are a series of photos take along the entire easement from various access points.

OBSERVED CONDITIONS:

- A. Washington Street (see photos 1-3)
- B. Apricot Tree Lane (see photos 4-6)
- C. Flower Basket (see photos 7-12)

MAINTENANCE MEASURES TAKEN

- A. None

NECESSARY FOLLOW-UP ACTIONS

No follow up action is necessary. The CE area is in excellent shape, no evidence of inappropriate access, dumping, planting of exotics, trash, etc.







Corner Flower Basket and Apricot Lane





LIVE OAK ASSOCIATES, INC.

an Ecological Consulting Firm

ELSINORE-MURRIETA-ANZA RESOURCE CONSERVATION DISTRICT

GREER RANCH 2015 ANNUAL MONITORING REPORT



In Support of the

**CONSERVATION EASEMENT #: DOC # 2009-0151527
RECORDED: 03/27/2009**

Submitted to

ELSINORE-MURRIETA-ANZA RESOURCE CONSERVATION DISTRICT

October 22, 2015

Oakhurst: P.O. Box 2687 • 39530 Sierra Way, Suite B • Oakhurst, CA 93644 • Phone: (559) 642-4880 • (559) 642-4883

San Jose: 6840 Via Del Oro, Suite 220 • San Jose, CA 95119 • Phone: (408) 224-8300 • Fax: (408) 224-1411

Truckee: 11050 Pioneer Trail, Suite 203 • Truckee, CA 96161 • Phone: (530) 214-8947

www.loainc.com

INTRODUCTION

The Greer Ranch is located in the City of Murrieta, western Riverside County, California (Sections 32 and 33, Range West, Township 6 South in the USGS Murrieta quadrangle). The Elsinore-Murrieta-Anza Resource Conservation District (EMARDC) has taken the authority as the holder of the conservation easement for the Project that consists of approximately 267.98 acres and is found on Assessor Parcel Numbers 471-270-006 and 392-090-013.

Project Origin: The project entailed the construction of the Greer Ranch project and the establishment of approximately 265 acres of open space (natural areas) to mitigate for project impacts with the U.S. Fish and Wildlife Service and the U.S. Army Corps of Engineers. The EMARCD as easement holder, is responsible for ensuring that the lands that the conservation easement (CE) has been recorded remain unaltered and retain the conservation value that was intended.

Purpose and Goals of the Mitigation: The Property provides, among other things, mitigation for certain impacts of the Project by the original developer (Lennar Communities) pursuant to requirements of the (1) USACE, Section 404 Permit No. 200000122 and amendments thereto, and Permit No. 200101313 and amendments thereto and USFWS Biological Opinion No. FWS-WRN-3059.1

This Conservation Easement is designed to satisfy and is granted in satisfaction of: (1) Special Condition 3 of Section 404 Permit No. 200000122, (2) Special Condition 4 of Section 404 Permit No. 200101313, and (3) Conservation Measure 1 of the Biological Opinion.

The EMARCD took over long-term monitoring of this site once the resource agencies deemed that the mitigation had been successfully completed.

The guiding document for the EMARCD was the recorded Conservation Easement (CE). The primary responsibilities were outlined under "COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS" Section 1(a). The Purpose of this CE is

"The purpose of this Conservation Easement is to ensure the Property will be retained forever in a natural condition and to prevent any use of the Property to such activities, including without limitation, those involving the preservation and enhancement of native species and their habitat in a manner consistent with the habitat conservation purposes of this Conservation Easement.

As noted in the Conservation Easement (CE) under "COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS" Section 1(a). The Purpose of this CE is

"The purpose of this Conservation Easement is to ensure the Property will be preserved in a Natural Condition, and to prevent subject to the duties and rights retained by Grantor hereunder, any other use of the Property that will impair or interfere with the Conservation Values of the Property, as long as such uses or restrictions are consistent with the maintenance and management activities associated with the detention basins,

determining whether or not the conditions as outlined in the CE are being followed. The temperature during the site survey was 93° F, light wind and clear skies.

Project Status: The purpose of the site surveys was to ensure that the riparian area (easement area) has not been altered, degraded due to trespass or the existence of excessive trash. No field measurements were taken of any of the vegetation or cover estimates made, as this is not a condition that is required to be monitored per the provisions of the CE.

Photo Documentation: The following are a series of photos take along the entire easement from various access points.

MAINTENANCE MEASURES TAKEN

A. None

NECESSARY FOLLOW-UP ACTIONS

Once again, Ms. Long (member of the EMARCD Board) contacted the office on July 22 (as in last year), to inform them of off-road activity at the end of Orchid Tree Ave. Ms. Long had a discussion about EMARCD's annual monitoring program and was provided reasonable feedback that the HOA was in fact concerned about unauthorized access into the easement lands. Follow-up with appropriate HOA staff should be made later in the year to ensure that suitable action has been undertaken to prohibit future unauthorized off-road vehicle use.

In the work area off of Crabapple, there was trash from recent work being conducted in fixing water lines. Staff at the front office was provided a summary of the need to keep work areas free of trash. This needs to be monitored in the future to ensure trash does not accumulate.

Pumkin Street – Riparian area that crosses street



Riparian area, crossing Crabapple Street



End of Orchid Tree Avenue, just past intersection of Aubrieta Street





HELIX Environmental Planning, Inc.
7578 El Cajon Boulevard
Suite 200
La Mesa, CA 91942
619.462.1515 tel
619.462.0552 fax
www.helixepi.com



October 6, 2015

Vicki Long
Elsinore Murrieta Anza Resource Conservation District
21535 Palomar Street #A
Wildomar, CA 92595

Subject: Letter of Intent to Fund and Implement Invasives Removal Program at Benton Channel for the French Valley South Tentative Tract 30837 Project

Dear Ms. Long:

This serves as a written letter of intent submitted by HELIX Environmental Planning, Inc. (HELIX) on behalf of FVS Partners, LLC to fund and implement a 5-year invasives removal program at the Benton Channel, portions of which are contained within an existing conservation easement held by the Elsinore-Murrieta-Anza Resource Conservation District (EMARCD). The invasives removal program will be implemented as part of the French Valley South Tentative Tract 30837 Project (project), which requires a storm drain outfall at the Benton Channel and has been the topic of previous correspondence and meetings between FVS Partners, LLC and the EMARCD. As you are aware, the project is obtaining regulatory permits from the U.S. Army Corps of Engineers (USACE; SPL-2014-00594), Regional Water Quality Control Board (RWQCB; R9-2014-0088), and California Department of Fish and Wildlife (CDFW; 1600-2015-0106-R6) for the required storm drain outfall.

Preventing the establishment and spread of non-native invasive plant species is an important goal for the project. To achieve this goal, the project has been specifically designed to restrict invasives from project landscaping and incorporate biofiltration technology within the project's water quality basins to prevent the transport of seeds. The project's landscaping strictly prohibits the use of non-native invasive plant species identified in the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) and by the California Invasive Plant Council (Cal-IPC). The biofiltration design would prevent seeds belonging to invasives from leaving the project's water quality basins and entering the off-site storm drain that outfalls at Benton Channel. Through these actions, the project would prevent the establishment and spread of non-native invasive plant species in the local area.

In addition, FVS Partners, LLC is committed to funding an invasives removal program within Benton Channel, above and beyond what has already been incorporated into the design. Specifically, FVS Partners, LLC agrees to fund the initial removal of non-native plant species within the segment of the Benton Channel between easternmost existing storm drain outfall

structure (including all areas of disturbance resulting from the project's storm drain outfall) to the closest downstream outfall structure to the west (about 200 feet away). The funding would also cover annual monitoring and ongoing non-native plant removal within the area for a period of 5 years following the initial removal, such that the coverage of non-native plant species within that area does not exceed 5%. The funding would further cover preparation of an annual report detailing the non-native plant removal actions and progress for each year, including the methods used, the amount and species of non-native plants removed, and representative photographs from designated photo stations.

The expected cost of the program and total contribution of funding by FVS Partners, LLC to the EMARCD is \$17,225, which is detailed in Attachment A. Payment will be provided to EMARCD prior to the start of construction for the storm drain at the Benton Channel.

Last, in order for FVS Partners, LLC to contribute funding to an invasives removal program, EMARCD must agree to the required storm drain outfall at its current location within the Benton Channel, which is shown in Attachment B. As you are aware, the current planned location of the outfall was sited to completely avoid EMARCD's conservation easement and designed based on input received by the USACE, RWQCB, and CDFW. As such, there are no outstanding issues or ongoing concerns expected with the outfall at its current planned location.

Please kindly provide your acceptance of the program funding put forth by FVS Partners, LLC and your agreement of storm drain outfall at Benton Channel by signing below and returning a signed copy of this letter to me for records. Should you have any questions or require additional information, please do not hesitate to contact me at (619) 462-1515 or KarlO@helixepi.com.

Respectfully,



Karl L. Osmundson
Biology Group Manager

Cc: Mr. John Abel, Mr. Jason Keller, FVS Partners, LLC

Enclosure: Attachment A – Funding for Invasives Removal at Benton Channel
Attachment B – Off-Site Storm Drain Plans for French Valley South Tract 30837

Agreed and Accepted:

ELSINORE MURRIETA ANZA RESOURCE CONSERVATION DISTRICT

By: _____

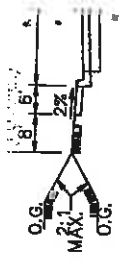
Name: _____

Date: _____

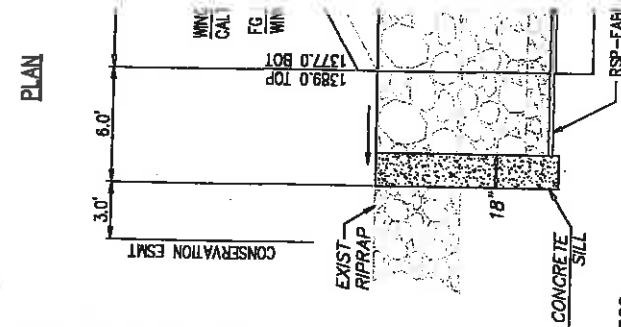
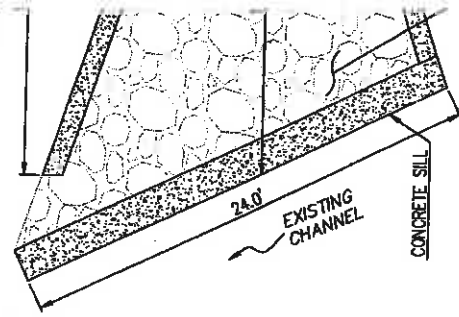
unding Contribution to Elsinore Murrieta Anza Resource Conservation District by FVS Partners, LLC

agrees to fund removal of non-native plant species within the segment of the Benton Channel between easternmost stormwater outfall structure (including all force resulting from the project) to the closest downstream outfall structure to the west (about 200 feet away), and to perform monitoring and further non-native needed within the area being monitored for five years following the initial removal, such that the coverage of non-native plant species within that area does not coordination with the Elsinore Murrieta Anza Resource Conservation District. FVS Partners, LLC will also prepare or fund the preparation of an annual report detailing ant removal including the methods used, the amount and species of non-native plants removed, and representative photographs from designated photo stations.

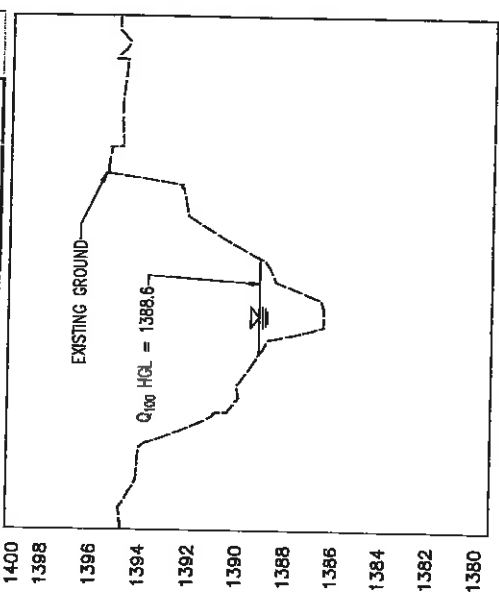
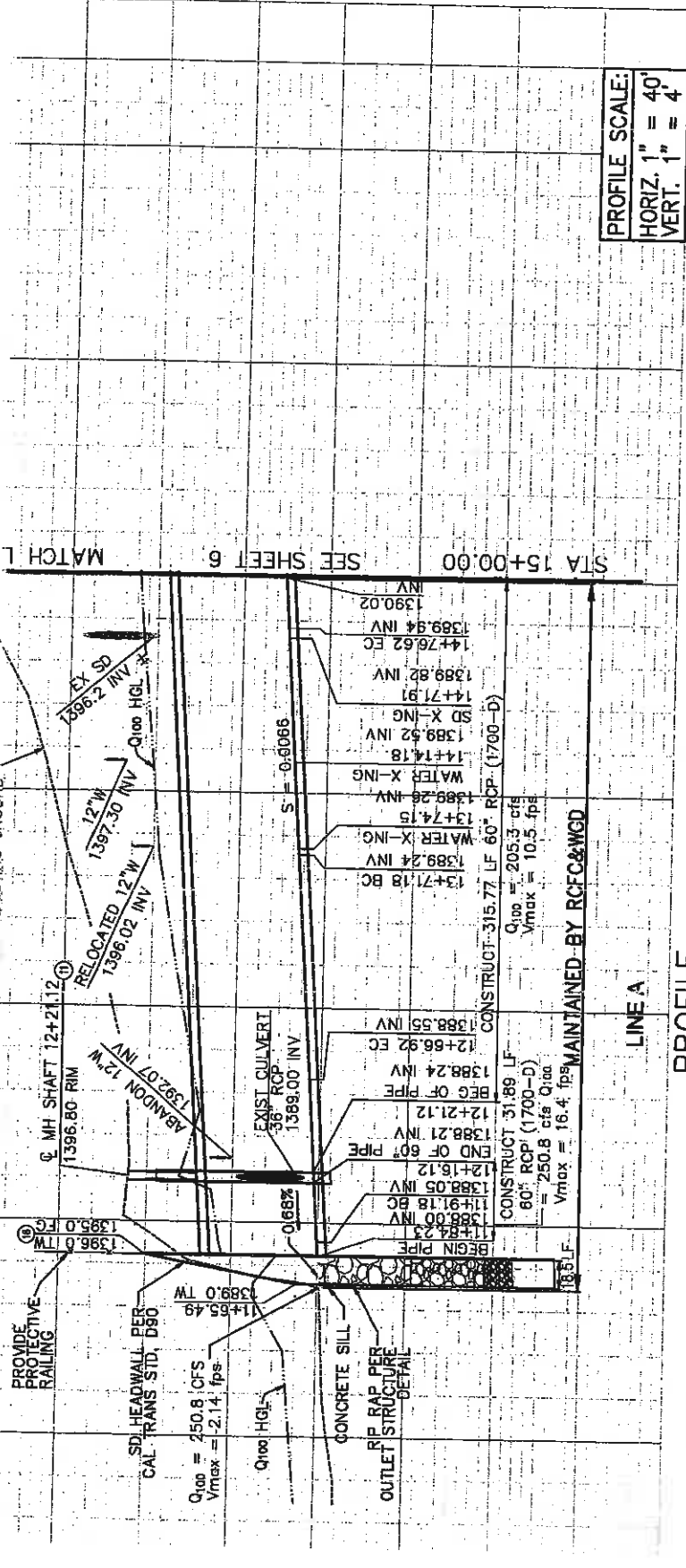
Activity Category	Activity/Expense	Frequency (times per year)	Hours/event	# events/year	Hourly Cost	Annual Cost	Notes
Project Management	Program oversight	annually	1	1	125	\$125	Project management is expected to be limited to basic coordination tasks.
Annual Report	Annual Report	annually	6	1	105	\$630	Annual report sent to EMARCD, USACE, CDFW documenting maintenance/invasive removal and monitoring events
Monitoring	General	bi-annual	2	2	100	\$400	Twice per year biologist inspection for non-native invasive plant species and monitoring memoranda sent to EMARCD, USACE, CDFW
Maintenance	General	bi-annual	6	2	100	\$1,200	Twice per year (spring and summer) maintenance crew visits to remove/treat non-native invasive plant species.
					Subtotal	\$2,355	
Administrative	15% of all costs					\$354	Project management is expected to be limited to basic coordination tasks.
Contingency	10% of all costs					\$236	Unforeseen circumstances
Insurance	\$500/year					\$500	Insurance for 2 maintenance personnel
					Annual Cost Total	\$3,445	
					5-Year Cost Total	\$3,445 x 5 years = \$17,225	



SECTION
TYPICAL FROM
20' ELEV



ELEV
SD LINE A OUTLET
18 21

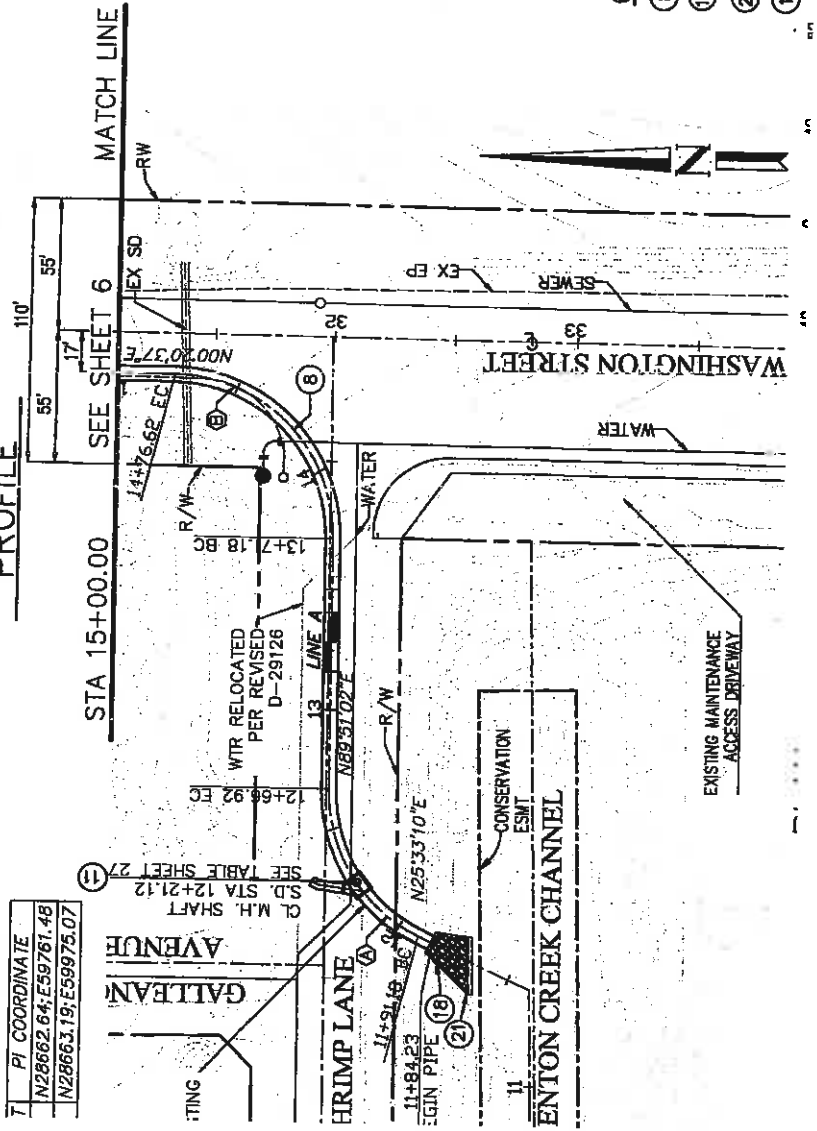


EXISTING DRAINAGE CHANNEL
SECTION A1 AT STATION 10+68.00

SCALE: HORIZ. 1"=40'
VERT. 1"=4'

CONSTRUCTION NOTES

- ⑧—CONSTRUCT 60" RCP ('D' PER PROFILE)
- ⑩—CONSTRUCT TYPE 'A' OUTLET STRUCTURE PER CALTRANS STD. D90 AND PER DETAIL ON SHT 5
- ⑪—CONSTRUCT TYPE B RIP RAP PER DETAIL ON SHT 5 AND PER CALTRANS SPECIFICATIONS.
- ⑫—CONSTRUCT MH NO. 4 PER RCFWCD STD NO. MH254



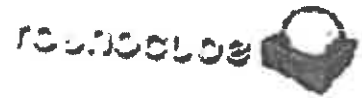
PI COORDINATE
N28662.64; E59761.48
N28663.19; E59975.07

NEW BUSINESS

Roundcube Webmail :: FW: Morgan Heights - CDFW Certification

Page 1 of 2

Subject: **FW: Morgan Heights - CDFW Certification**
From: Rose Corona <rosecorona@bighorsefeed.com>
To: rose.corona@emarcd.org <rose.corona@emarcd.org>
Date: 2016-01-02 08:21



From: Ann Lopez [mailto:alopez@lleviroinc.com]
Sent: Thursday, December 17, 2015 1:37 PM
To: Rose Corona
Cc: MCushman@co.riverside.ca.us; Vicki M Gullion; Leslie Irish
Subject: Morgan Heights - CDFW Certification

Good Afternoon Rose,

I am copying Vicki Gullion on this email. Vicki works for D.R. Horton. The project is Morgan Heights. We have been working on this conservation area with Vicki Long for a few years. The Conservation area is in year three. It is looking very good.

The Agreement is pending but Jeff Brandt has been working on this project with EMARCO and D.R. Horton and told us to move forward with the conservation easement.

We look forward to working with you.

Sincerely,
Ann

Ann M. Lopez
L&L Environmental, Inc.

Mailing Address:
700 E. Redlands Blvd.
Suite U PMB # 351
Redlands CA 92373

Delivery Address:
721 Nevada Street Suite 307
Redlands, CA 92373
(909) 335-9897 (Office)
(908) 335-9893 (Fax)
(909) 234-7979 (Cell)



From: Rose Corona [<mailto:rosecorona@highorsefeed.com>]
Sent: Thursday, December 17, 2015 11:05 AM
To: Ann Lopez
Cc: MCushman@co.riverside.ca.us
Subject: CDFW Certification

Dear Ms. Lopez,

I am the temporary acting President of the EMARCD and received an e-mail from Ms. Vicki Long of our board in regards to a CDFW Certification. Having just recently been thrown into this position due to the election of our former President to another Board, I would appreciate having the information you need us to address on this issue.

Thank you and if you need to reach me, please feel free to contact me at

rose.corona@emarcd.org or give me a call at 909-208-7848. We can also address having you or your representative come to our meeting to speak.

Sincerely,

Rose Corona

DOC # 2010-0054419
02/05/2010 08:00A Fee:231.00
Page 1 of 73

Recorded in Official Records
County of Riverside

Larry W. Ward
Assessor, County Clerk & Recorder



RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

21535 Palomar St #A
Wildomar Ca. 92595

Elsinore Murrieta Anza RCU

830014136-SD

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CONSERVATION EASEMENT DEED

THIS CONSERVATION EASEMENT DEED is made this 31 day of February, 2007, by Shea Homes LIMITED PARTNERSHIP ("Grantor"), in favor of Elsinore-Murrieta-Anza Resource Conservation District ("Grantee"), with reference to the following facts:

RECITALS

A. Grantor is the sole owner in fee simple of certain real property in the County of Riverside, State of California, designated Assessor's Parcel Number 964-030-013-0 and more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"). A map showing the Property in relation to the project of which it is a part is attached hereto in Exhibit "B";

B. The Property possesses wildlife and habitat values (collectively, "conservation values") of great importance to Grantee and the people of the State of California;

C. This Conservation Easement provides mitigation for certain impacts of the Project by Grantor pursuant to requirements of the California Department of Fish and Game (CDFG) Streambed Alteration Agreement (1600-2003-5039-R6), United States Army Corps of Engineers' ("ACOE") Section 404 Permit No. 200301453-JPL, the Section 401 Water Quality Certification from the Regional Water Quality Control Board File No. 03C-099 and the Formal Section 7 Concurrence for the Stephen's kangaroo rat. This Conservation Easement is intended and shall be deemed to satisfy conditions of the Streambed Alteration Agreement as to the Property. The Property is and will remain in a Natural Condition as defined herein and is intended to be preserved in its restored state (collectively, "Conservation Values"); and

D. Grantee is authorized to hold easements pursuant to Civil Code Section 815.3. Specifically, Grantee is a duly formed, validly existing entity identified in Civil

LLG Docs 271154

Page 1
9/11/2008
Easement

DOCUMENT TRANSFER TAX \$ <u>0</u>	EMARCD French Valley Conservation
— COMPUTED ON FULL VALUE OF PROPERTY CONVEYED	
— OR COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING AT TIME OF SALE.	
Signature of Declarant or Agent Determining Tax: Firm Name: <u>Shea Homes</u>	

Code Section 815.3 and otherwise authorized to acquire and hold title to real property. Grantee's certified organizational documents are attached as Exhibit "C";

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 Property.

1. Purpose. The purpose of this Conservation Easement is to ensure the Property will be retained forever in a natural condition and to prevent any use of the Property that will impair or interfere with the conservation values of the Property. Grantor intends that this Conservation Easement will confine the use of the Property to such activities, including, without limitation, those involving the preservation and enhancement of native species and their habitat in a manner consistent with the habitat conservation purposes of this Conservation Easement.
2. Grantee's Rights. To accomplish the purposes of this Conservation Easement, Grantor hereby grants and conveys the following rights to Grantee:
 - (a) To preserve and protect the conservation values of the Property;
 - (b) To enter upon the Property at reasonable times in order to monitor Grantor's compliance with and to otherwise enforce the terms of this Conservation Easement, and for scientific research and interpretive purposes by Grantee or its designees, provided that Grantee shall not unreasonably interfere with Grantor's authorized use and quiet enjoyment of the Property;
 - (c) To prevent any activity on or use of the Property that is inconsistent with the purposes of this Conservation Easement and to require the restoration of such areas or features of the Property that may be damaged by any act, failure to act, or any use that is inconsistent with the purposes of this Conservation Easement;
 - (d) All mineral, air and water rights necessary to protect and to sustain the biological resources of the Property; and
 - (e) All present and future development rights.

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

- (a) Unseasonal watering; use of fertilizers, pesticides, biocides, herbicides or other agricultural chemicals; weed abatement activities; incompatible fire protection activities; and any and all other activities and uses which may adversely affect the purposes of this Conservation Easement;
- (b) Use of off-road vehicles and use of any other motorized vehicles except on existing roadways;
- (c) Grazing or other agricultural activity of any kind;
- (d) Recreational activities including, but not limited to, horseback riding, biking, hunting or fishing, except as may be specifically permitted under this Conservation Easement;
- (e) Commercial or industrial uses;
- (f) Any legal or de facto division, subdivision or partitioning of the Property;
- (g) Construction, reconstruction or placement of any building, billboard or sign, or any other structure or improvement of any kind;
- (h) Depositing or accumulation of soil, trash, ashes, refuse, waste, bio-solids or any other materials;
- (i) Planting, introduction or dispersal of non-native or exotic plant or animal species;
- (j) Filling, dumping, excavating, draining, dredging, mining, drilling, removing or exploring for or extraction of minerals, loam, soil, sands, gravel, rocks or other material on or below the surface of the Property;
- (k) Altering the surface or general topography of the Property, including building of roads;
- (l) Removing, destroying, or cutting of trees, shrubs or other vegetation, except as required by law for (1) fire breaks, (2) maintenance of existing foot trails or roads, or (3) prevention or treatment of disease; and

(m) Manipulating, impounding or altering any natural water course, body of water or water circulation on the Property, and activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or sub-surface waters.

4. Duties.

(a) In addition, Grantor shall undertake all reasonably necessary actions to perfect Grantee's rights under Section 2 of this Conservation Easement, including but not limited to, Grantee's water rights.

(b) Grantee shall preserve and protect the conservation values of the Property, enter upon the Property at reasonable times in order to monitor Grantor's compliance with and to otherwise enforce the terms of this Conservation Easement, and prevent any activity on or use of the Property that is inconsistent with the purposes of this Conservation Easement and require the restoration of such areas or features of the Property that may be damaged by any act, failure to act, or any use that is inconsistent with the purposes of this Conservation Easement.

5. Reserved Rights. Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from its ownership of the Property, including the right to engage in or to permit or invite others to engage in all uses of the Property that are consistent with the purposes of this Conservation Easement.

6. Grantee's Remedies. If Grantee determines that Grantor has violated the terms of this Conservation Easement, Grantee shall give written notice to Grantor of such violation and demand in writing the cure of such violation. If Grantor fails to cure the violation within fifteen (15) days after receipt of written notice and demand from Grantee, or if the cure reasonably requires more than fifteen (15) days to complete and Grantor fails to begin the cure within the fifteen (15)-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 to enforce compliance by Grantor with the terms of this Conservation Easement, to recover any damages to which Grantee may be entitled for violation by Grantor of the terms of this Conservation Easement or for any injury to the conservation values of the Property, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies, or for other equitable relief, including, but not limited to, the restoration of the Property to the condition in which it existed prior to any such violation or injury. Without limiting Grantor's liability therefor, Grantee shall apply any damages recovered to the cost of undertaking any corrective action on the Property.

If Grantee, reasonably determines that circumstances require immediate action to prevent or mitigate damage to the conservation values of the Property,

Grantee may pursue its remedies under this Section 6 without prior notice, but with concurrent notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this section apply equally to actual or threatened violations of the terms of this Conservation Easement. Grantor agrees that Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including but not limited to, the remedies set forth in Civil Code Section 815 et seq., inclusive. The failure of Grantee to discover a violation or to take immediate legal action shall not bar Grantee from taking such action at a later time.

If at any time in the future Grantor or any subsequent transferee uses or threatens to use the Property for purposes inconsistent with this Conservation Easement then, notwithstanding Civil Code Section 815.7, the California Attorney General or any entity or individual with a justiciable interest in the preservation of this Conservation Easement has standing as interested parties in any proceeding affecting this Conservation Easement.

6.1. Costs of Enforcement. Any costs incurred by Grantee, where Grantee is the prevailing party, in enforcing the terms of this Conservation Easement against Grantor, including, but not limited to, costs of suit and attorneys' and experts' fees, and any costs of restoration necessitated by Grantor's negligence or breach of this Conservation Easement shall be borne by Grantor.

6.2. Grantee's Discretion. Enforcement of the terms of this Conservation Easement by Grantee shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any of Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

6.3. 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 Property resulting from (i) any natural cause including, without limitation, fire not caused by Grantor, flood, storm, and earth movement, or any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes; or (ii) acts by Grantee or its employees; (iii) acts by third parties; or (iv) any cause beyond Grantor's control.

6.4. Department of Fish and Game Right of Enforcement. All rights and remedies conveyed to Grantee under this Conservation Easement Deed shall extend to and are enforceable by the Department of Fish and Game.

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

8. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership of the Property. Grantor agrees that Grantee shall have no duty or responsibility for the operation or maintenance of the Property, the monitoring of hazardous conditions thereon, or the protection of Grantor, the public or any third parties from risks relating to conditions on the Property. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any activity or use permitted by this Conservation Easement Deed, 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.

8.1. Taxes; No Liens. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. Grantor shall keep Grantee's interest in the Property free from any liens, including those arising out of any obligations incurred by Grantor or any labor or materials furnished or alleged to have been furnished to or for Grantor at or for use on the Property.

8.2. Hold Harmless. Grantor shall hold harmless, protect and indemnify Grantee and its directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (each an "Indemnified Party" and, collectively, "Indemnified Parties") from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation, reasonable attorneys' fees and experts' fees), causes of action, claims, demands, orders, liens or judgments (each a "Claim" and, collectively, "Claims"), arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property; (2) the obligations specified in Sections 4, 6, 9.0 and 9.1; and (3) the existence or administration of this Conservation Easement. The foregoing indemnity shall not apply to the extent such Claim arises out of or is connected to grossly negligent acts or omissions of Grantee. If any action or proceeding is brought against any of the Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from Grantee, defend such action or proceeding by counsel reasonably acceptable to the Indemnified Party or

reimburse Grantee for all charges incurred for services of the Attorney General in defending the action or proceeding.

8.3 Condemnation. The purposes of the Conservation Easement are presumed to be the best and most necessary public use as defined at Code of Civil Procedure Section 1240.680 notwithstanding Code of Civil Procedure Sections 1240.690 and 1240.700.

9. Assignment. This Conservation Easement is transferable by Grantee, but only with the prior written consent of Grantor and in such case, Grantee may assign its rights and obligations under this Conservation Easement only to an entity or organization authorized to acquire and hold conservation easements pursuant to Civil Code Section 815.3. Grantee shall require the assignee to record the assignment in the county where the Property is located.

10. Subsequent Transfers. Grantor agrees to incorporate the terms of this Conservation Easement in any deed or other legal instrument by which Grantor divests itself of any interest in all or any portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the intent to transfer any interest at least thirty (30) days prior to the date of such transfer. Grantee shall have the right to prevent subsequent transfers in which prospective subsequent claimants or transferees are not given notice of the covenants, terms, conditions and restrictions of this Conservation Easement. The failure of Grantor or Grantee to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

11. 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 be served personally or sent by recognized overnight courier that guarantees next-day delivery or by first class mail, postage fully prepaid, addressed as follows:

To Grantor:

Shea Homes Limited Partnership
603 South Valencia Avenue
Brea, California 92823
Attention: Mike O'Melveny, Vice President Community Development

To Grantee:

Elsinore-Murrieta-Anza Resource Conservation
District
23905 Clinton Keith 114-165
Wildomar Ca. 92595
Attn: Pam Nelsen, President of the Board

or to such other address as either party shall designate by written notice to the other. Notice shall be deemed effective upon delivery in the case of personal delivery or delivery by overnight courier or, in the case of delivery by first class mail, five (5) days after deposit into the United States mail.

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

14. General Provisions.

(a) Controlling Law. The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of California, disregarding the conflicts of law principles of such state.

(b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed to effect 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 Deed, such action shall not affect the remainder of this Conservation Easement Deed. If a court of competent jurisdiction voids or invalidates the application of any provision of this Conservation Easement Deed to a person or circumstance, such action shall not affect the application of the provision to other persons or circumstances.

(d) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements 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 13.

(e) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

(f) Successors. The covenants, terms, conditions, and restrictions of this Conservation Easement Deed shall be binding upon, and inure to the benefit of, the parties hereto 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. Grantor's rights and obligations under this Conservation Easement terminate upon transfer of its fee ownership interest in the Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer. The transferee shall thereafter become the Grantor under this Agreement. Grantee's rights and obligations under this Conservation Easement shall terminate upon transfer of its interest in the Conservation Agreement, subject to approval by Grantor as required in this Agreement.

(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. Grantor represents and warrants that it has no knowledge of any release or threatened release of Hazardous Materials (defined below) in, on, under, about or affecting the Property. Without limiting the obligations of Grantor under Section 9.2, Grantor agrees to indemnify, protect and hold harmless the Indemnified Parties (defined in Section 9.2) against any and all Claims (defined in Section 9.2) arising from or connected with any Hazardous Materials present, alleged to be present, or otherwise associated with the Property at any time, except any Hazardous Materials placed, disposed or released by Grantee, its employees or agents. If any action or proceeding is brought against any of the Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from Grantee, defend such action or proceeding by counsel reasonably acceptable to the indemnified Party or reimburse Grantee for all charges incurred for services of the Attorney General in defending the action or proceeding.

Despite any contrary provision of this Conservation Easement Deed, the parties do not intend this Conservation Easement to be, and this Conservation Easement shall not be, construed such that it creates in or gives to Grantee any of the following:

(1) The obligations or liabilities 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

(2) The obligations or liabilities of a person described in 42 U.S.C. Section 9607(a)(3) or (4); or

(3) The obligations of a responsible person under any applicable Environmental Laws; or

(4) The right to investigate and remediate any Hazardous Materials associated with the Property; or

(5) Any control over Grantor's ability to investigate, remove, remediate or otherwise clean up any Hazardous Materials associated with the Property.

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 Hazardous Materials Transportation Act (49 U.S.C. Section 6901 et seq.); the Hazardous Waste Control Law (California Health & Safety Code Section 25100 et seq.); the Hazardous Substance Account Act (California Health & Safety Code Section 25300 et seq.), and in the regulations adopted and publications promulgated pursuant to them, or any other applicable federal, state or local laws, ordinances, rules, regulations or orders now in effect or enacted after the date of this Conservation Easement Deed.

The term "Environmental Laws" includes, without limitation, any federal, state, local or administrative agency statute, ordinance, rule, regulation, order or requirement relating to pollution, protection of human health or safety, the environment or Hazardous Materials. Grantor represents, warrants and covenants to Grantee that Grantor's activities upon and use of the Property will comply with all Environmental Laws.

(j) Title. Attached hereto as Exhibit "E" is a preliminary title report showing the condition of title to the Property.

(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 subordinate to this Conservation Easement Deed), or grant or otherwise abandon or relinquish any water agreement relating to the Property, without first obtaining the written consent of Grantee. Grantee may withhold such consent if it determines that the proposed interest or transfer is inconsistent with the purposes of this Conservation Easement or will impair or interfere with the conservation values of the Property. This Section 14(k) shall not prohibit transfer of a fee or leasehold interest in the Property that is subject to this Conservation Easement Deed and complies with Section 11.

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

GRANTOR:

GRANTEE:

SHEA HOMES LIMITED PARTNERSHIP,
A California Limited Partnership

BY: [Signature]

BY: [Signature]

Name: John Danvers

President of the Board Member
Vicki G. Long
Elsinore-Murrietta-Anza
Resource Conservation District

Title: Vice President, Shea Homes

Date: 2/3/10

Date: 2-3-10

State of California
County of Riverside

On February 3, 2010 before me, Joan M. Binder, personally appeared John Danvers 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)



Joan M. Binder

Notary Public

Commission # 11865772

Comm. Expires October 18, 2013

State of California
County of Riverside

On February 3, 2010 before me, Joan M. Binder, personally appeared Vicki G. Long 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



Joan M. Binder

Notary Public

Commission # 11865772

Comm. Expires October 18, 2013

GOVERNMENT CODE 27361.7


I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS:

Name of the Notary: JOAN M. BINDER

Commission Number: 1885772 Date Commission Expires: Oct. 18, 2013

County Where Bond is Filed: ORANGE

Manufacturer or Vendor Number: NNA 1
(Located on both sides of the notary seal border)

Signature: 
Firm Name (if applicable)

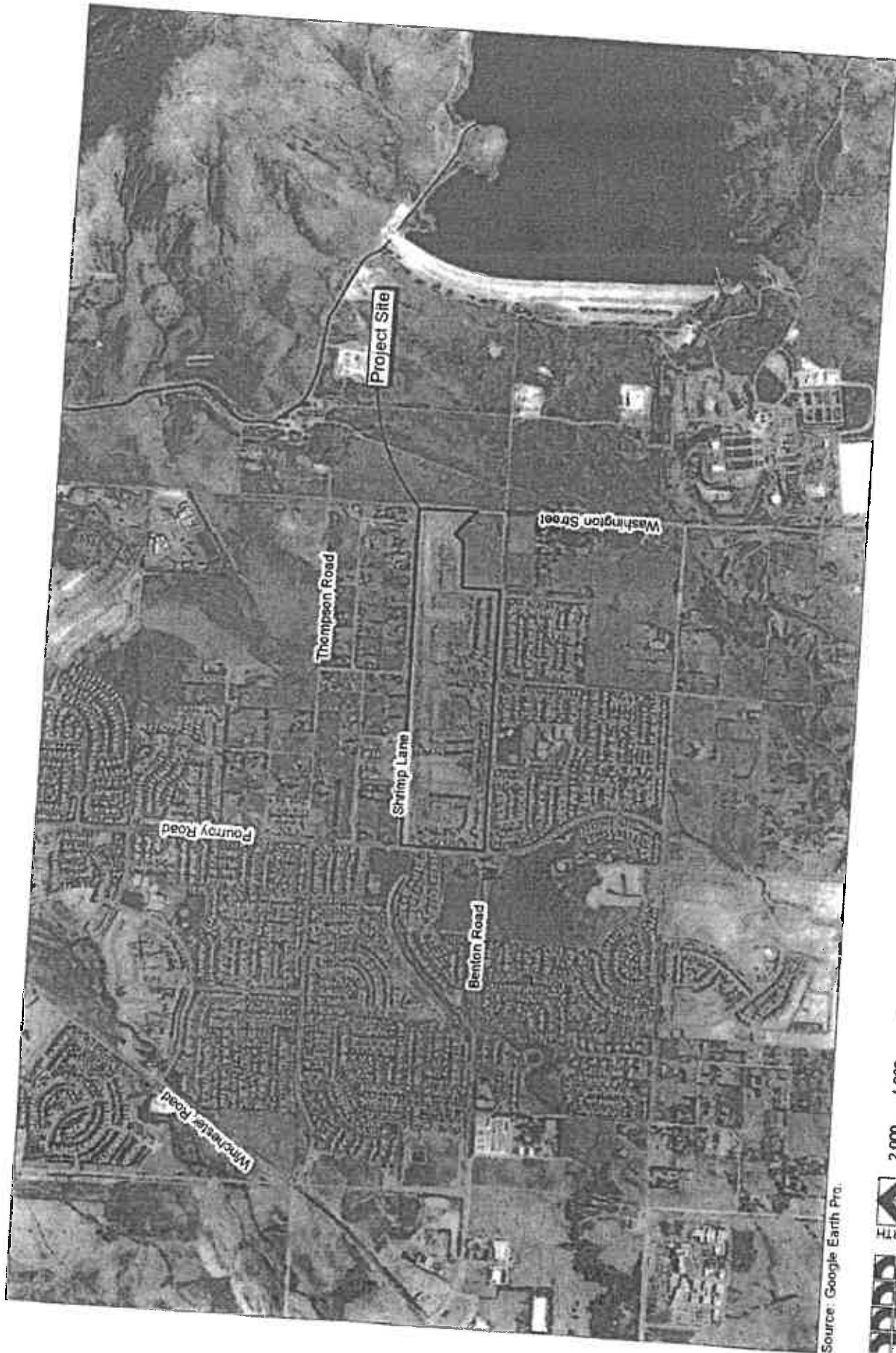
TOM VOTEL - CHICAGO ILL

Place of Execution: SAN DIEGO Date: 2-4-2010

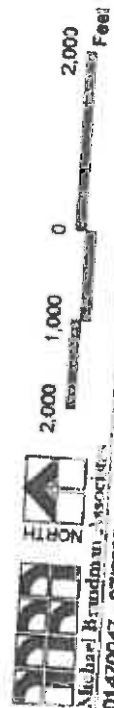
Exhibit A

Legal Description of Property

LOT 379 OF TRACT 29214, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 379, PAGES 72 THROUGH 97, INCLUSIVE, OF MAPS. IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.



Source: Google Earth Pro.



Michael Brundman, Associate
01470047 - 07/2008 | 2_local_aerial.mxd

Exhibit 2 Local Vicinity Map Aerial Base

SHEA HOMES • ADELIN'S FARM
AS-BUILT REPORT

Exhibit C

Grantee's [formation documents]

LLG Docs 271154

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9/11/2008

Fasement

EMARCD French Valley Conservation

ORAL WRITTEN REPORTS