



*The Western Riverside County Regional Conservation Authority was established in 2004 as a joint powers authority to administer the 2003 Western Riverside County Multiple Species Habitat Conservation Plan. Currently, the Authority consists of eighteen (18) cities and the county.*

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## **MEETING**

**Monday February 5, 2018  
12:30 p.m.  
Riverside County Administrative Center  
Board Room, First Floor, 4080 Lemon Street, Riverside, CA 92501**

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## ***OFFICERS***

**Jonathan Ingram, Chairperson**  
*City of Murrieta*

**Maryann Edwards, Vice-Chairperson**  
*City of Temecula*

## ***BOARD MEMBERS***

**Daniela Andrade**  
*City of Banning*

**Kevin Bash**  
*City of Norco*

**Julio Martinez**  
*City of Beaumont*

**David Starr Rabb**  
*City of Perris*

**Jeffrey Hewitt**  
*City of Calimesa*

**Andy Melendez**  
*City of Riverside*

**Larry Greene**  
*City of Canyon Lake*

**Crystal Ruiz**  
*City of San Jacinto*

**Eugene Montanez**  
*City of Corona*

**Timothy Walker**  
*City of Wildomar*

**Clint Lorimore**  
*City of Eastvale*

**Kevin Jeffries**  
*County of Riverside, District 1*

**Michael Perciful**  
*City of Hemet*

**John Tavaglione**  
*County of Riverside, District 2*

**Verne Lauritzen**  
*City of Jurupa Valley*

**Chuck Washington**  
*County of Riverside, District 3*

**Natasha Johnson**  
*City of Lake Elsinore*

**V. Manuel Perez**  
*County of Riverside, District 4*

**Matt Liesemeyer**  
*City of Menifee*

**Marion Ashley**  
*County of Riverside, District 5*

**Jeffrey Giba**  
*City of Moreno Valley*

***Charles Landry, Executive Director***



## **MEETING AGENDA\***

*\*Actions may be taken on any item listed on the agenda. Non-exempt materials related to an item on this agenda submitted to the RCA Board after distribution of the agenda packet are available for public inspection at the RCA Offices, 3403 Tenth Street, Suite 320, Riverside, California, during normal business hours. Such documents are also available on the Western Riverside County Regional Conservation Authority website at [www.wrc-rca.org](http://www.wrc-rca.org) subject to staff's ability to post the documents before the meeting. Alternative formats are available upon request by contacting the Clerk of the Board at (951) 955-9700. Notification of at least 72 hours prior to meeting time will assist staff in accommodating such requests.*

**Monday, February 5, 2018**

**12:30 p.m.**

**Riverside County Administrative Center  
First Floor Annex – Board Hearing Room  
4080 Lemon Street  
Riverside, CA 92501**

*In compliance with the Americans with Disabilities Act and Government Code Section 54954.2, if special assistance is needed to participate in a Board meeting, please contact the Clerk of the Board at (951) 955-9700. Notification of at least 48 hours prior to meeting time will assist staff in assuring that reasonable arrangements can be made to provide accessibility at the meeting.*

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. PUBLIC COMMENT**

At this time members of the public can address the RCA Board of Directors regarding any items within the subject matter jurisdiction of the Board that are not separately listed on this agenda. Members of the public will have an opportunity to speak on agenda items at the time the item is called for discussion. No action may be taken on items not listed on the agenda unless authorized by law. Each individual speaker is limited to speak three (3) continuous minutes or less. Any person wishing to address the Board on any matter, whether or not it appears on this agenda, is requested to complete a "Request to Speak" form from the Clerk of the Board. The completed form is to be submitted to the Clerk of the Board prior to an individual being heard. Whenever possible, lengthy testimony should be presented to the Board in writing and only pertinent points presented orally. Any written documents to be distributed or presented to the RCA Board of Directors shall be submitted to the Clerk of the Board.

- 5. BOARD MEMBER ANNOUNCEMENTS** *(This item provides the opportunity for the Board Members to report on attended meetings/conferences and any other items related to RCA activities.)*



## **RCA BOARD OF DIRECTORS AGENDA**

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**February 5, 2018**

- 6. ADDITIONS/REVISIONS** *(The Board may add an item to the Agenda after making a finding that there is a need to take immediate action on the item and that the item came to the attention of the Board subsequent to the posting of the agenda. An action adding an item to the agenda requires 2/3 vote of the Board. If there are less than 2/3 of the Board Members present, adding an item requires a unanimous vote. Added items will be placed for discussion at the end of the agenda.)*

- 7. APPROVAL OF MINUTES — JANUARY 8, 2018**

- 8. CONSENT CALENDAR** *(All matters listed under the Consent Calendar will be approved in a single motion unless a Board Member requests separate action on specific Consent Calendar item. The item will be pulled from the Consent Calendar and placed for discussion.)*

**8.1 WESTERN RIVERSIDE COUNTY MSHCP FEE COLLECTION REPORT FOR DECEMBER 2017**

Overview — **STAFF REPORT**

This item is for the RCA Board of Directors to receive and file the Western Riverside County MSHCP Fee Collection Report for December.

**8.2 FISCAL YEAR 2018 SECOND QUARTER CONSULTANT REPORTS**

Overview — **STAFF REPORT**

This item is for the RCA Board of Directors to receive and file the Fiscal Year 2018 Second Quarter Consultant Reports.

**8.3 WESTERN RIVERSIDE COUNTY MSHCP LOCAL DEVELOPMENT MITIGATION FEE CREDIT AGREEMENT**

Overview — **STAFF REPORT**

This item is for the RCA Board of Directors to approve the MSHCP Local Development Mitigation Fee Credit Agreement between the RCA, the City of Corona and CalAtlantic, Inc.

**9. EXECUTIVE DIRECTOR'S REPORT**

**9.1 Update regarding Section 6 Grant Funds Award for 2017**

**10. LAND ACQUISITION UPDATE**

**11. FEATURED SPECIES OF THE MONTH**

## **RCA BOARD OF DIRECTORS AGENDA**

**Page 3 of 3**

**February 5, 2018**

### **12. ITEMS FOR NEXT MEETING**

Board Members are invited to suggest additional items to be brought forward for future discussion.

### **13. CLOSED SESSION**

#### **13.1 CONFERENCE WITH REAL PROPERTY NEGOTIATOR**

**Pursuant to Government Code Section 54956.8**

**Agency Negotiator:** RCA – Executive Director or Designee

**Under Negotiation:** Price/Terms

<b>Item</b>	<b>Assessor Parcel No(s).</b>	<b>Negotiating Party(ies)/Agent</b>
1	581-250-001, 581-250-002, 581-260-001, 581-260-005, 581-310-011, 581-310-013, 583-270-002, 583-270-003, 583-280-003	Peter Pena
2	935-140-006	Mary Anne Skorpanich
3	940-130-001, 940-130-002, 940-130-003, 940-190-001	Robert Shamblen
4	932-170-023	Clifford Wolfe Tina Johnson Trustee of the Blue Trust  Michael Gronek Stephanie Gilliland

### **14. ADJOURNMENT**

The next meeting of the Western Riverside County Regional Conservation Authority Board of Directors is scheduled for Monday, March 5, 2018, at 12:30 p.m., at the County of Riverside Administrative Center, Board Room, 4080 Lemon Street, Riverside, California.

## **ACRONYMS**

# **AGENDA ITEM NO. 7**

## **MINUTES**

**January 8, 2018**





[www.wrc-rca.org](http://www.wrc-rca.org)

## MEETING MINUTES

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### 1. CALL TO ORDER

The meeting of the Western Riverside County Regional Conservation Authority was called to order by Chairman Ingram at 12:34 p.m., Monday, January 8, 2018, in the Board Room of the Riverside County Administrative Center, 4080 Lemon Street, Riverside, California, 92501.

### 2. PLEDGE OF ALLEGIANCE

Board Member Washington led the RCA Board Members and meeting attendees in a flag salute.

### 3. ROLL CALL

Member Agency	Board Member Name	Status
City of Banning	Daniela Andrade	Absent
City of Beaumont	Julio Martinez	Absent
City of Calimesa	Jeffrey Hewitt	Present
City of Canyon Lake	Larry Greene	Present
City of Corona	Eugene Montanez	Present
City of Eastvale	Clint Lorimore	Present
City of Hemet	Michael Perciful	Present
City of Jurupa Valley	Verne Lauritzen	Present
City of Lake Elsinore	Natasha Johnson	Present
City of Menifee	Matt Liesemeyer	Present
City of Moreno Valley	Jeffrey Giba	Present
City of Murrieta	Jonathan Ingram, Chairman	Present
City of Norco	Kevin Bash*	Present
City of Perris	David Starr Rabb	Present
City of Riverside	Andy Melendrez	Present
City of San Jacinto	Crystal Ruiz	Present
City of Temecula	Maryann Edwards*	Present
City of Wildomar	Timothy Walker	Present
County District 1	Kevin Jeffries	Present
County District 2	John Tavaglione	Absent
County District 3	Chuck Washington	Present
County District 4	V. Manuel Perez	Absent
County District 5	Lesa Sobek, <i>Alternate</i>	Present

*\*Arrived after the meeting started.*

**4. PUBLIC COMMENT**

George Hague addressed the Board regarding the Altair Project in the City of Temecula. He expressed concern with regard to the south parcel and on- and off-site conservation.

**5. BOARD MEMBER ANNOUNCEMENTS (This item provides the opportunity for the Board Members to report on attended meetings/conferences and any other items related to RCA activities.)**

There were no Board Member announcements.

**6. ADDITIONS/REVISIONS (The Board may add an item to the Agenda after making a finding that there is a need to take immediate action on the item and that the item came to the attention of the Board subsequent to the posting of the agenda. An action adding an item to the agenda requires 2/3 vote of the Board. If there are less than 2/3 of the Board Members present, adding an item requires a unanimous vote. Added items will be placed for discussion at the end of the agenda.)**

Rose Haro, Administrative Manager, announced a revision to Agenda Item No. 8.2 Staff Report, page 2, with reference to Brown Armstrong Accountancy Corporation's contract amount, which should read \$99,800, not \$118,228.

**7. APPROVAL OF MINUTES — December 4, 2017 meeting of the RCA Board of Directors.**

<b>RESULT:</b>	<b>APPROVED AS RECOMMENDED [UNANIMOUS]</b>
<b>MOVER:</b>	City of Moreno Valley
<b>SECONDER:</b>	City of Perris
<b>AYES:</b>	Calimesa, Canyon Lake, Corona, Eastvale, Hemet, Lake Elsinore, Menifee, Moreno Valley, Murrieta, Perris, Riverside, San Jacinto, Wildomar, District 1, District 5
<b>ABSTAIN:</b>	City of Jurupa Valley, District 3
<b>ABSENT:</b>	Banning, Beaumont, Norco, Temecula, District 2, District 4

*Representative from the City of Temecula arrived after the vote on this item.*

**8. CONSENT CALENDAR (All matters listed under the Consent Calendar will be approved in a single motion unless a Board Member requests separate action on specific Consent Calendar item. The item will be pulled from the Consent Calendar and placed for discussion.)**

<b>RESULT:</b>	<b>APPROVED AS RECOMMENDED [UNANIMOUS]</b>
<b>MOVER:</b>	City of Moreno Valley
<b>SECONDER:</b>	City of Perris
<b>AYES:</b>	Calimesa, Canyon Lake, Corona, Eastvale, Hemet, Jurupa Valley, Lake Elsinore, Menifee, Moreno Valley, Murrieta, Perris, Riverside, San Jacinto, Temecula, Wildomar, District 1, District 3, District 5
<b>ABSENT:</b>	Banning, Beaumont, Norco, District 2, District 4

**8.1 WESTERN RIVERSIDE COUNTY MSHCP FEE COLLECTION REPORT FOR NOVEMBER 2017**Overview

This item is for the RCA Board of Directors to receive and file the Western Riverside County MSHCP Fee Collection Report for November 2017.

**8.2 MIDYEAR REVIEW RECURRING PROFESSIONAL SERVICES AGREEMENTS**Overview

This item is for the RCA Board of Directors to review RCA's recurring professional services agreements.

A revision to this item was announced under Agenda Item No. 6. Page two of the staff report was revised to read Brown Armstrong Accountancy Corporation's contract amount is \$99,800, not \$118,228.

**9. RATIFICATION OF THE CHAIRPERSON'S APPOINTMENT OF THE 2018 RCA EXECUTIVE COMMITTEE**

Chairman Ingram announced his appointments to the 2018 RCA Executive Committee: Board Member Crystal Ruiz, representative from the City of San Jacinto, and Board Member John Tavaglione, representative from County District 2.

<b>RESULT:</b>	<b>APPROVED AS RECOMMENDED [UNANIMOUS]</b>
<b>MOVER:</b>	City of Moreno Valley
<b>SECONDER:</b>	City of Menifee
<b>AYES:</b>	Calimesa, Canyon Lake, Corona, Eastvale, Hemet, Jurupa Valley, Lake Elsinore, Menifee, Moreno Valley, Murrieta, Perris, Riverside, San Jacinto, Temecula, Wildomar, District 1, District 3, District 5
<b>ABSENT:</b>	Banning, Beaumont, Norco, District 2, District 4

Overview

This item is for the RCA Board of Directors to ratify the Chairperson's appointments to the 2018 RCA Executive Committee.

**10. EXECUTIVE DIRECTOR'S REPORT****10.1 Altair Project in the City of Temecula**

Charles Landry, Executive Director, reported on the Altair project which was approved by the Temecula City Council on December 12, 2018, and the RCA's efforts to work with the City and developer.

Vice Chairperson Edwards, on behalf of the City of Temecula, thanked RCA staff, legal counsel, and Chairman Ingram for their assistance on this project.

Chairman Ingram also thanked RCA staff and legal counsel for their efforts with regard to this project.



**10.2 RCA Year-end Review**

Charles Landry, Executive Director, gave an overview of RCA's accomplishments in 2017. Twelve major accomplishments were highlighted and a map of the Reserve was presented.

Chairman Ingram thanked RCA staff for a job well done.

**11. LAND ACQUISITION UPDATE**

Charles Landry, Executive Director, stated that at the last RCA Board of Directors' meeting, it was reported that RCA had acquired 57,302 acres. Escrow has closed on 11 additional properties totaling approximately 979 acres, bringing the reserve total to approximately 58,281 acres.

**12. FEATURED SPECIES OF THE MONTH**

Elizabeth "Betsy" Dionne, Ecological Resources Specialist, stated that the featured species for the month of December is the mariposa lilies. She then gave an overview of its characteristics, life history, and how RCA manages for the species.

After her presentation, Betsy Dionne invited and responded to questions from the Board Members.

Chairman Ingram and Board Members thanked Betsy Dionne for a well-informed presentation.

*Representative from County District 1 departed the meeting at the start of this item.*

*Representative from the City of Norco arrived at the start of this item.*

**13. ITEMS FOR NEXT MEETING**

There were no requested items.

**14. CLOSED SESSION ITEMS:****14.1 CONFERENCE WITH REAL PROPERTY NEGOTIATOR**

**Pursuant to Government Code Section 54956.8**

**Agency Negotiator:** RCA – Executive Director or Designee

**Under Negotiation:** Price/Terms

Item	Assessor Parcel No.	Negotiating Party(ies)/Agent
1	470-050-010 479-390-013 479-390-014	William Chard

**14.2 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**  
Pursuant to paragraph 1 of subdivision (d) of Government Code Section 54956.9

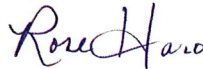
**Case No. RIC1720190 Jorge Godinez vs. Western Riverside County Regional Conservation Authority; Robert Holmes; Holmes Investments, L.P.; United Pacific Rail Road; Mills Road Holdings**

After Closed Session, the meeting was reconvened. There were no announcements from Closed Session.

**15. ADJOURNMENT**

There being no other items before the RCA Board, Chairman Ingram adjourned the meeting at 1:10 p.m. The next meeting of the Western Riverside County Regional Conservation Authority Board of Directors is scheduled Monday, February 5, 2018, at 12:30 p.m. at the County of Riverside Administrative Center, Board Room, 4080 Lemon Street, Riverside, California.

Prepared by:



Rose Haro  
RCA Administrative Manager

Respectfully submitted:



Honey Bernas  
Director of Administrative Services

## **AGENDA ITEM NO. 8.1**

### **WESTERN RIVERSIDE COUNTY MSHCP FEE COLLECTION REPORT FOR DECEMBER 2017**



***Regional Conservation Authority***

**WESTERN RIVERSIDE COUNTY  
MSHCP FEE COLLECTION REPORT FOR  
DECEMBER 2017**

**Staff Contact:**

**Honey Bernas  
Director of Administrative Services  
(951) 955-9700**

**Background:**

The RCA Executive Committee directed staff to report on Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) Local Development Mitigation Fee (LDMF) Collection and Civic/Infrastructure Contribution on a monthly basis.

Attached is the report for December 2017. The report was prepared on a cash basis and, therefore, reflects the cash received by RCA during that month.

**Executive Committee and Staff Recommendation:**

That the RCA Board of Directors receive and file the Western Riverside County MSHCP Fee Collection Report for December 2017.

**Attachment**

Western Riverside County MSHCP LDMF Collection and Civic/Infrastructure Contribution Report for December 2017

**AGENDA ITEM NO. 8.1**  
**Attachment**

**WESTERN RIVERSIDE  
COUNTY MSHCP LDMP  
COLLECTION and  
CIVIC/INFRASTRUCTURE  
CONTRIBUTION REPORT  
FOR DECEMBER 2017**

**WESTERN RIVERSIDE COUNTY MSHCP LDMF COLLECTION AND  
CIVIC/INFRASTRUCTURE CONTRIBUTION REPORT FOR DECEMBER 2017  
CASH BASIS**

LOCAL DEVELOPMENT MITIGATION FEE COLLECTIONS						
		REMITTED			EXEMPTIONS & FEE CREDITS	
		Residential Permits	Commercial/ Industrial Acres	Amount Remitted	Residential Permits	Amount
City of Banning	October		0.11	\$761		
	November	1		\$2,031		
City of Beaumont	November	13		\$26,403		
City of Calimesa	November - No Activity					
City of Canyon Lake	November	2		\$4,062		
City of Corona	November recv. in January					
City of Eastvale	November - No Activity					
City of Hemet	November - No Activity					
City of Jurupa Valley	November	68		\$138,108		
City of Lake Elsinore	November - No Activity Summerly Project <sup>1</sup>				4	\$8,124
City of Menifee	November	87	3.58	\$201,449		
City of Moreno Valley	November	19		\$38,589		
City of Murrieta	November recv. in January					
City of Norco	November - No Activity					
City of Perris	November - No Activity					
City of Riverside	October	12	7.05	\$70,579		
City of San Jacinto	November	13	0.04	\$26,674		
City of Temecula	November	2	1.00	\$10,976		
City of Wildomar	November	9		\$18,279		
County of Riverside	December	22	1.13	\$52,495		
<b>Total LDMF Collections</b>		<b>248</b>	<b>12.91</b>	<b>\$ 590,406</b>	<b>4</b>	<b>\$8,124</b>

CIVIC AND INFRASTRUCTURE CONTRIBUTIONS		
None		
<b>Total Civic/Infrastructure Contributions</b>		<b>\$0</b>

**TOTAL DECEMBER 2017    \$ 590,406**

1) Summerly Project - Development agreement dated 8/24/04. Expiration date 9/23/14. Settlement Agreement with RCA per MOA dated 11/6/17.



# **AGENDA ITEM NO. 8.2**

**FISCAL YEAR 2018  
SECOND QUARTER  
CONSULTANT REPORTS**

***Regional Conservation Authority***

**FISCAL YEAR 2018 SECOND QUARTER  
CONSULTANT REPORTS**

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**Staff Contact:**

**Charles Landry  
Executive Director  
(951) 955-9700**

**Background:**

Attached are the Fiscal Year 2018 Second Quarter Consultant Reports for Dudek, Kadesh & Associates, Riverside County Regional Park and Open-Space District, Santa Ana Watershed Association, and Douglas P. Wheeler – Hogan Lovells, US LLP.

**Executive Committee and Staff Recommendation:**

That the RCA Board of Directors receive and file the Fiscal Year 2018 Second Quarter Consultant Reports.

**Attachments:**

Fiscal Year 2018 Second Quarter Consultant Reports

Attachment 1 – Dudek

Attachment 2 – Kadesh & Associates

Attachment 3 – Riverside County Regional Park and Open-Space District

Attachment 4 – Santa Ana Watershed Association

Attachment 5 – Douglas P. Wheeler, Hogan Lovells, US LLP

**AGENDA ITEM NO. 8.2**  
**Attachment 1**

**DUDEK**

**CONSULTANT REPORT  
DUDEK  
FISCAL YEAR 2018 SECOND QUARTER REPORT**

**Report Covers Period:** 10/01/17 to 12/31/17

**Services Provided During Current Work Period:**

**Joint Project Reviews**

As part of our ongoing duties related to MSHCP implementation for the RCA, Dudek continued to provide review of biological reports, analysis and submittals related to Joint Project Reviews (JPRs) submitted by Permittees. Dudek reviewed and completed multiple JPRs for Permittees during this reporting period.

**Permittee Trainings and Support**

Dudek assists the RCA in providing training and support to Permittees on MSHCP implementation. These training sessions are provided once or year or upon request and include an overview of the MSHCP, RCA responsibilities, Permittee Responsibilities, rough step, JPR process, required surveys and mitigation, CEQA documents, changes to the MSHCP, reserve lands, and the Wildlife Agencies' role. Discussion of circumstances unique to each Permittee is also provided in the training. Trainings sessions were held during the fourth quarter of 2017 on April 10 and April 17. The next Permittee Training is scheduled during the fourth quarter on April 9, 2018.

Monthly meetings with the Riverside County Environmental Programs Department (EPD) are ongoing. These meetings are a forum to discuss upcoming or ongoing County HANS/JPRs, conservation criteria, and other Permittee requirements to facilitate MSHCP consistency. Meetings with EPD this quarter were held November 1 and December 6, 2017. The October 4 meeting was canceled, but another project-specific meeting was held on this date (see below). Notable projects and issues discussed included an unpermitted sandbag operation in Temescal Wash and a tributary, Clinton Keith Road extension relative to an adjacent project under consistency review, Toscana/Terramor conveyance, proposed Olsen Canyon Criteria Refinement, Temecula Valley Charter School JPR riparian/riverine compliance, ongoing work on Proposed Constrained Linkage 17 and other upcoming JPR submittals.

Dudek staff continued to provide ongoing support and attended meetings with Permittees on MSHCP implementation and compliance questions. Dudek fields questions on an ongoing basis related to either new projects or ongoing projects, both inside and out of the Criteria Area.

**Wildlife Agency Coordination and Meetings**

Dudek attended two monthly meetings with U.S. Fish and Wildlife Service (USFWS) and California Department of Fish and Wildlife (CDFW) staff hosted by the RCA. Duties included coordinating with attendees and review of materials ahead of the meeting. Meetings with the Wildlife Agencies this quarter were held on October 19 and November 16, 2017. The December meeting was



canceled due to the holiday season. Projects and issues discussed included SCE Tibor 12 kV Distribution project, Mission Boulevard Bridge replacement, Olsen Canyon Mine Criteria Refinement interface with El Sobrante landfill, Gilman Springs Road improvements, Temescal Canyon Road widening, Mid-County Parkway LBV mitigation, Banning TTM 36939, I-10 Bypass LAPM mitigation and potential development of the Calimesa Golf Course.

Dudek also participated in three Pre-Application Meetings with the U.S. Army Corps of Engineers, Regional Water Quality Control Board, CDFW, and USFWS staff. Projects represented by Permittees and/or the project representatives are presented for consideration. The various regulatory agencies and RCA discuss, review, and seek solutions to issues related to permitting and MSHCP compliance. The review and analysis presented in these meetings is often subject to MSHCP Consistency review which is part of Dudek's role with the RCA. Meetings with the regulated waters Permitting Agencies this quarter were held on October 11, November 8, and December 13, 2017.

RCA, Dudek, RCTD, and LSA (consulting firm) held a separate meeting on October 2, 2017 to discuss the Mission Boulevard Bridge project. Main issue involves noise impacts on least Bell's vireo during construction.

RCA and Dudek held a separate meeting on December 14, 2017 with Webb (consulting firm) to discuss the City of Beaumont Brine Line project relative to MSHCP consistency. Main issues include accelerated schedule (due to funding requirements) but currently lack completed survey results.

Also in this reporting period, Dudek provided documentation and support to CDFW and USFWS related to ongoing projects and questions on MSHCP implementation.

### **Participating Special Entities**

Dudek staff provided support and coordination related to pending and existing PSEs. Dudek remains involved in all processing of Southern California Edison PSE application reviews, including follow-up on conditions required of the West of Devers System Upgrade Project (WODUP). Conditions include finalizing riparian/riverine mitigation and replacement of Additional Reserve Lands (ARL) and Public/Quasi-Public (PQP) lands. Coordination between Dudek and SCE is ongoing to help with their questions regarding revised reports and mitigation.

Lockheed Martin Corporation submitted two PSE applications for remediation at Site 1 (Potrero Canyon) and for remediation at Site 2 (Laborde Canyon). The Site 2 PSE process has been completed. A revised PSE application package for Site 1 was submitted on December 15, 2017.

### **RCA and Management Support**

Dudek staff provided various forms of analysis and provided staff support by attending meetings, conference calls and conducting research via email related to ongoing and past projects. During this reporting period, Dudek was involved in discussions on various projects, as described above. Dudek is also assisting RCA management in the training of new staff relative to JPR processing.

**AGENDA ITEM NO. 8.2**  
**Attachment 2**

**KADESH & ASSOCIATES**

**CONSULTANT REPORT  
KADESH & ASSOCIATES  
FISCAL YEAR 2018 SECOND QUARTER REPORT**

**Report Covers Period:** 10/1/17 – 12/31/17

**Services Provided During Current Work Period:**

1. Budget and Appropriations for FY2018;
2. Participation in National HCP Coalition training confab; and
3. Pursuit of Refuge legislation.

**Legislation and Issues:**

The ongoing focus of the RCA and HCP Coalition activities continued to be on robust funding of relevant habitat programs and the successful rollout of the WIFIA program by the EPA which includes a drought resiliency provision designed by the RCA, as well as exploration of National Wildlife Refuge system.

**October**

The House and Senate were each in for only two weeks each during the month of October.

In October, Congress continued the FY18 budget process and both chambers passed the budget resolution. The House vote was 216-212. In addition to providing reconciliation instructions and expedited consideration of tax reform, the budget resolution also set the FY18 discretionary spending level at \$1.065 trillion which is consistent with the Budget Control Act and a \$5 billion reduction from last year. The budget resolution does not address sequestration which is due to kick in at the end of the year unless a deal is reached.

The current continuing resolution and the debt ceiling both expire on December 8. To date, the House has completed work on its FY18 appropriation bills, but the Senate has four bills remaining for markup. At some point, appropriations staff will abandon markup efforts and will turn to preparing for conference. The budget talks and tax reform efforts are ongoing. We will continue to keep staff apprised of new development and their potential impacts.

**Tax Reform and Reduction**

The House adopted a budget resolution that moves the tax overhaul effort forward with the following issues predominating the debate: State and Local Tax Deduction.

As the House narrowly adopted a budget resolution to kick off a fast-paced debate on overhauling the U.S. tax code, a lingering obstacle re-emerged: whether or how to limit a federal tax break that benefits high-tax states including California, New York and New Jersey.



President Donald Trump and congressional Republican leaders proposed abolishing the state and local tax deduction -- a prospect that prompted many GOP lawmakers in those states to vote against the budget. It passed, 216-212.

The vote set off a three-week sprint to introduce a bill, consider it in committee, and pass it through the chamber before Thanksgiving. But the protest votes from New York and New Jersey surrounding the so-called SALT deduction reflect the difficult balancing act ahead for House tax writers. Most House Republicans who voted against a budget resolution -- and the fast-tracking of a tax overhaul -- represent New York and New Jersey. Of the 20 Republicans who voted "no," 11 come from two high-tax states where lawmakers are concerned that forthcoming tax legislation could end the federal deduction for state and local taxes.

#### Infrastructure Outlook and Expected Revenue from Tax Reform:

Repatriated revenue from an international tax overhaul is slated to pay for tax cuts, not infrastructure, leaving questions about how the White House will fund its infrastructure proposal, a pair of senior Republican lawmakers said. Revenue from repatriating taxes on overseas corporate earnings was floated as a possible way to fund a \$200 billion direct federal investment in infrastructure, as part of President Donald Trump's promised \$1 trillion infrastructure package. Rep. Mario Diaz-Balart (R-Fla.), a senior member of the House Budget and Appropriations committees, had hoped income from repatriation could help pay for an infrastructure package, he said. "We may have already lost that battle because it seems that it's all going to tax reform," he said. The battle is lost, Sen. John Thune (R-S.D.), a member of the tax-writing Senate Finance Committee and the fourth-ranking Republican, said. "Repatriation is going to be an offset for tax reform," Thune said. "We need to pay for this stuff and there are other ways of doing it and I'm anxious to hear what those are," Thune said.

#### November

The House and Senate were each in for four of the five weeks during the month of November. In November, Congress continued the FY18 budget and appropriations processes. Building on the passage of budget resolutions in October, the House took up expedited consideration of tax reform. Ultimately, the House passed H.R. 1 -- a tax reduction/reform package of \$1.5 trillion -- on November 17 by a vote of 227 to 205. All Democrats plus 13 Republicans voted no. Of those 13, nine were from New York and New Jersey, three were from California and one from North Carolina. The current Continuing Resolution and the debt ceiling both expire on December 8. To date, the House has completed work on its FY18 appropriation bills, but the Senate has bills remaining for markup. At some point, appropriations staff will abandon markup efforts and will turn to preparing for conference.

In November, the Senate Appropriations Committee released the last of its 12 spending bills: the Defense and Homeland Security measures. The bills lay down the Senate's marker before negotiations next month to fund the government. Lawmakers currently face a December 8 deadline to avoid a shutdown, and have discussed another stopgap funding measure to push that date to December 22. The Homeland bill follows through on Republicans' promise to fund portions of a wall on the U.S.-Mexico border. Democrats have warned that particular measure could sink a spending deal.



Meanwhile, the Defense bill released sets the stage for bicameral talks to raise spending caps, as it calls for \$581.3 billion, \$59.3 billion more than the legal ceiling set for Pentagon funding. The proposed measure would exceed the \$516.1 billion fiscal 2017 Pentagon spending and would be \$15.4 billion more than President Trump's request for 2018. Leaders will also have to secure some Democratic support to raise spending above the \$522 billion cap for the Pentagon as a result of the 2011 Budget Control Act. The Budget Control Act sets a cap of \$549 billion for all national security programs, and Pentagon spending makes up the bulk of that.

## Tax Reform and Reduction -- Senate

The Senate released the 515-page text of its sweeping tax legislation, with Republican leaders planning to hold a floor vote on it within 10 days. That short span reflects an unusually fast process in both chambers. The House passed its tax bill 14 days after releasing its text. An independent analysis found that the Senate legislation would result in between \$1.3 trillion and \$1.5 trillion in lost revenue over 10 years -- even after considering economic growth effects. The Penn-Wharton Budget Model at the University of Pennsylvania released the finding, which counters assertions from the bill's proponents that it would pay for its tax cuts with increased growth.

## Senate Interior Appropriations "Chairman's mark" and report released --

Unlikely to go to an actual markup, the Senate Interior bill will serve as a vehicle to negotiate with the House. The Senate Interior Appropriations bill and Explanatory Statement (aka the Report) -- relevant excerpts below:

<https://www.appropriations.senate.gov/imo/media/doc/FY2018-INT-CHAIRMEN-MARK-EXPLANATORY-STM.PDF>

## December

The House and Senate were each in session until December 20, 2017. The primary focus was H.R. 1 -- The Tax Cuts and Jobs Act of 2017. The bill passed the Congress and was signed into law on 12-22-17 as Public Law No: 115-97. While there were 29 roll call votes between the two chambers on H.R. 1, the final votes were held on December 20, 2017 and were 224 to 201 in the House and 51 to 48 in the Senate.

The new tax law (PL-115-97) sets the corporate tax rate at 21 percent, a top individual rate at 37 percent, and a 20 percent deduction for pass-through businesses, with some limitations. It also imposes new limits on deductions that are popular in high-tax states with high home values. Analyses have shown that most of the benefit would go to high earners. According to a Joint Committee on Taxation analysis (JCX-69-17) released December 22, the law will cost \$1.07 trillion over 10 years after accounting for economic growth. The JCT estimated that the law would cost \$1.46 trillion over the same period in a conventional estimate that didn't account for growth.

President Trump's signature on the bill—which passed without any Democratic votes—was the culmination of a nearly two-month legislative sprint that began with the release of a tax reform bill by the House in early November. Talk on Capitol Hill is already turning to preparing for the inevitable corrections the measure will require.

Congress cleared the way for Trump's signature by passing a short-term spending bill December 21 that includes suspending the so-called PAYGO rules that would require automatic

spending cuts tied to the tax reductions. The spending bill keeps the government open until January 19.

The tax law is projected to decrease federal revenue by almost \$1.5 trillion over the next decade—though its individual tax cuts will expire in 2026 to avoid adding to the deficit outside that window. President Trump and GOP leaders have said they expect the business tax cuts to spur enough economic growth to make up for the revenue loss—an assertion many economists have questioned.

GOP leaders say a “typical family of four” earning \$73,000—the median family income in the U.S.—would see a tax cut of more than \$2,000 under the law. But the law also cuts the top marginal tax rate on households earning more than \$600,000 a year, and provides a new tax break for owners of partnerships, limited liability companies, and other pass-through entities.

Senate Majority Leader Mitch McConnell (R-Ky.) said December 22 that he expects a “potpourri” of tax-related legislation come January. Congress will “pass what we need to pass,” McConnell told reporters at a news conference.

#### Infrastructure:

With a tax bill passed the Congress and Administration are turning their attention to an Infrastructure bill. We have been working with staff to provide Congressional supporters with a viable list of items that could be included in an infrastructure bill which would benefit clean air. Any infrastructure bill will have to be configured and passed with bipartisan support, especially in the Senate. The tax bill could pass with a narrow margin of 51 votes because it was considered under special tax and spending rules called Reconciliation, which require only a simple majority for passage. Other legislation will require 60 votes, necessitating bipartisan cooperation in a chamber divided 51-49.

Before and/or while Congress and the Administration are trying to get to infrastructure, they must deal with the following issues, many of them early in 2018:

#### LEGISLATIVE DEADLINES -- CONGRESSIONAL ACTIVITY

Date	What to watch
Jan. 1, 2018	Medical device tax, health insurer fee reinstated
Jan. 3	Senate convenes for second session of the 115th Congress
Jan. 8	House convenes for second session of 115th Congress
Jan. 19	Continuing resolution expires, including FISA authority and flood insurance
Jan. 30	State of the Union address
Feb. 5	Statutory deadline for president’s fiscal 2019 budget request
March 5	Renewals for current DACA recipients end
March 31	FAA authorization, CHIP funding expires
Late Mar./early Apr.	Extraordinary measures could run out if debt limit isn’t addressed*
July 30-Sept. 3	House summer recess
Aug. 4-Sept. 3	Senate summer recess
Sept. 30	Expiration of farm bill, VAWA domestic violence programs, and emergency health preparedness authorities
Oct. 1	Fiscal 2019 begins

Oct. 15-Nov. 12	House election recess
Oct. 27-Nov. 12	Senate election recess
Nov. 6	Election Day
Nov. 13	First day of congressional lame-duck session
Dec. 13	Scheduled House adjournment
Dec. 14	Scheduled Senate adjournment

\*Though the debt limit was restored after December 8, the Treasury Department can use extraordinary measures to finance operations. The Congressional Budget Office said November 30 the department "will most likely run out of cash by late March or early April 2018."

#### *Questions and Comments -*

It is the pleasure of Kadesh & Associates to serve the RCA. If this report generates any questions, please direct them to Dave Ramey at 202-549-1519 or [dave@kadeshdc.com](mailto:dave@kadeshdc.com).  
Thank you.

###



**AGENDA ITEM NO. 8.2**  
**Attachment 3**

**RIVERSIDE COUNTY**  
**REGIONAL PARK and**  
**OPEN-SPACE DISTRICT**



**CONSULTANT REPORT  
RIVERSIDE COUNTY PARK AND OPEN-SPACE DISTRICT  
FISCAL YEAR 2018 SECOND QUARTER REPORT**

**Report Covers Period:** 10/01/17 – 12/31/17

**Services Provided During Current Work Period:**

**80 Work Release Program hours were utilized during the Second Quarter of FY2018**

**Patrol/Access Control/Maintenance**

**General Administration**

Conducted Park Ranger I interviews for new RCA Ranger. Robert Fountain, previous OPSPC Seasonal Ranger, was selected.

Bautista Canyon Demolition: Removal of 2 houses and 2 large sheds was completed during the second quarter. The work required the rental of a large excavator for 4 weeks and generated 7 forty yard roll off bins of debris. The project was so large it required a majority of staff time during the second quarter.

**Patrol**

**Badlands HMU**

OHV enforcement was bolstered on Thanksgiving holiday weekend with assistance from the Sheriff special task force. Ranger Chagolla's knowledge of the area greatly assisted the Deputy writing the OHV citations in the Badland hills. The special task force is working in conjunction with the ROVE unit. Reserve Management staff is following up with mapping and access to RCA conserved lands to assist the effort.

**Gavilan HMU**

During Thanksgiving holiday patrol, an individual known to Management staff in the Lake Elsinore area attempted to set up an encampment on a hilltop at the Reynolds property. Ranger Chagolla spotted the encampment and, with the assistance of another ranger, spent most of the day overseeing the removal of solar panels, an outdoor toilet, water tank and other household debris. In mid-December Ranger Chagolla removed the same individual from the County Tri-Valley property.

Ranger Chagolla worked with the stolen vehicle task force to recover two stolen vehicles found on the Northpeak/Gritton property. The site was the same location two other stolen vehicles have been recovered since late summer.

### **San Jacinto HMU**

Three trucks were removed by a tow truck operation in the EMWD conservation easement on the San Jacinto River. Ranger Garcia observed two trucks stuck in the sand early in the day on October 27, 2017. Soboba Security could not provide any information on the vehicles. EMWD confirmed the location was within the conservation easement and the vehicles were not part of their operations. EMWD agreed the vehicles should be towed. Ranger Chagolla called for a tow truck with 4x4 equipment for an off road recovery the morning of October 28, 2017. The vehicle owners arrived the afternoon of October 28, 2017. The vehicle owners were from the Morongo tribe and had entered through the Soboba reservation into the riverbed. Soboba Security was called for assistance and came to the scene to ease tensions over tow fees. Ranger Chagolla stayed on scene to help settle tensions and confirm authority to tow off conservation land. All three vehicles were removed from the riverbed.

Soboba Security has been cooperative in helping establish no OHV riding allowed in the riverbed. During the month of November, two reports were received from an adjacent San Jacinto neighborhood that riders are entering from the reservation. Soboba Security entered the area to enforce rules with their members. There has been other recent reported activity of OHV coming out of the Soboba reservation onto the EMWD conservation easement. Ranger Garcia works with Hemet PD to provide access to use the Bethlam Avenue gate as needed for OHV issues.

Three homeless camp areas were posted to vacate the last week of December in the EMWD conservation easement.

### **Sage HMU**

**Bell Weigel:** Natural Resource Specialists and Rangers hiked down to the canyon on east side of property. No evidence of new bike trails – signage and fencing are in place. Mountain bikers were observed off-site on BLM and/or private land to the east. Ranger followed up on report from a neighbor that mountain bike activity and hunting was occurring, and vegetation was being removed. Staff observed trespass evidence from a new location in the southwest. A camera is in place in the area of the closed trail. A second patrol of the property at the end of the month did not observe any new activity. The camera station is in place until after the holidays. Foot tracks were observed without bike activity on the closed trails. Reserve Management staff is investigating the possibility of a pot plant grow after empty herbicide containers were gathered off a trail area. The gates are back in operation after a vandalized RCA lock was removed out of the system. Three patrols were conducted during month of December. The BLM lock was damaged but replaced by BLM. There was some hiking activity on RCA lands with all of the mountain bike activity occurring on private lands to the east.

**Temecula Creek:** Completed homeless encampment clean up. Staff appreciates the City of Temecula and all the volunteers who assisted with the cleanup. A lot of work went into project preparation, and it was a great success.



Staff finished bringing the abandon car back to the roadway at the United Five Star property. It is ready for transport and staff is working with J&M Towing to remove it. The operation went smoothly with minimum damage to the habitat.

### **Cactus Valley HMU**

**McLaughlin property:** Ground truthed northwestern trails and mapped new trails. Created PPT timeline of new trail creation.

### **Menifee HMU**

**WinMur700:** Allowed trails are officially open within the Reserve. Maps have been produced, laminated, and installed in kiosk at Reserve.

### **Riverside HMU**

**Teledyne:** Three days spent removing three F550 loads of flowering verbena from upper dunes with two WRP workers each day.

## **Habitat/Species Management**

**Saddleback Munz's Onion Restoration Site:** Nine visits to conduct vegetation work on restoration site. Site required multiple days of weeding to remove large, vegetative and flowering Russian thistles. Site is 100% cleared and suitable for Munz's onion growth.

**Calmat:** Quarterly site photos. Many plants still look great across the site, but this summer approximately 25% of all remaining buckwheat and all elderberry appeared to have died. Native buckwheat in area all looking very stressed and withered so die off was likely caused by heat stress and lack of water. Staff spent 1 day spraying new Russian thistle regrowth. 2.5 gallons of chemical was used to get a hold of new regrowth

**Green River Road:** At the request of RCTC, 32 scrub oak saplings were removed from the restoration area north of Hwy 91 near Green River Rd. Scrub oaks were potted in 3 gallon pots and transported to nursery at Goodhart.

**Lake Skinner Investors:** Vernal pool maintenance. String trimmed majority of portion of pool that falls into RCA land (portion of pool on MWD land mowed annually by MWD). Also removed 12 t-posts and accompanying 5 strands of barb wire from pool basin. Two t-posts, and corner set pole still in pool basin.

**EI Sol:** Check of mitigation site. Projects inspected include fencing the wash, removal of tamarisk, re-sloping the banks, installation of approximately 30 water brakes and planting of 5-10 mulefat pole cuttings just upstream of each water brake (no irrigation). Approximately 85% of the pole cuttings are dead. Areas that were disturbed by heavy equipment must have been spot sprayed to control non-natives because they are currently mostly bare, and what is growing is all native (seeding?). The only thing that looks like it has been done recently is some sparse spot spraying of non-native forbs, as evidenced by very fresh indicator dye.

**McElhinney-Stimmel:** Morning burrowing owl check. One owl flushed from AB06. Bird flew into neighbor's yard, who was feeding ravens. No bands seen on bird but not certain. Fresh pellet at AB04. No other sign of owls.

### **Aquatic Invasive Removal/Turtle Trapping:**

**Cornerstone:** Radio telemetry ongoing. Two turtles were radio tagged and followed for the second quarter. One turtle has not moved; the other turtle moved upstream 150 feet. Most of the activity is confined to the pools on-site with little movement to other areas. This may change once the rains and breeding season starts.

### **Fire Management/Weed Abatement**

**Liberty Fire - Murrieta.** 300-acre fire burned the vegetation on the 6 acre Sheer property, skirted the western boundary of Winchester Murrieta 700, and then burned the 10 acre Hall property. The fire also burned some of the hillside on the Gentry and Kobashi properties, and touched the Allen property. Edison is working on the properties replacing electrical poles for the southern neighborhood. Staff is scheduled to replace some damaged fence line. The 40x40 metal building on the Sheer property was not damaged. All property gates have been re-secured.

### **Acquisitions**

#### **Initial Site Inspections:**

Bechtel: Pre-acquisition review. No issues to report.

Pena: One day pre-acquisition review with J. Sherrock. One subsequent visit to attempt to notify owner of water tank located on the property. The tank belongs to the owner, Pete Pena, who will remove before close of escrow.

Melmoth: Pre-acquisition review with J. Sherrock. Subsequent correspondence by J. Sherrock to notify land owners of exact location of the vehicle to be removed.

Chard: Pre-acquisition review completed. No problem areas were found to be present.

Percival: Pre-acquisition review. No issues to report.

Higgins Donation: Pre-acquisition review. No issues to report.

Tuscany Hills Phase 1: Pre-acquisition review. No issues to report.

Miller, Frank: Pre-acquisition review. No issues to report.

Miller, Jo Ann: Pre-acquisition review. No issues to report.

Toscana Donation: Check on pre-acquisition clean up. Could not relocate sand bag berms or metal culvert.



Murrieta Marketplace: Mapped location of new markers with Trimble. New markers put at both drainage outlets, as well as roads leading to them just outside of the property boundary. However, strip of landscaping noticed to be in the property in the northwest (10 ft. x 300 ft. strip).

Cottonwood Hills: Inspected at the request of the City of Lake Elsinore, the future land manager. Noted issues: In riparian area north of Canyon Hills Rd there is some light trash, graffiti and one abandoned vehicle. Non-natives present in riparian include tamarisk, arundo, palm trees, and pampas grass.

Perris Donation: Disked field adjacent to paintball arena. No issues were found.

Guzman: All markers present and no trash found.

Spring Mountain Donation PA5-Pre-acquisition review. The property is very well marked along its entire northern boundary which abuts the adjacent development. Some of the southern boundary corners are not marked. There is no dumping/trash to report, but parcel RCA #3 is composed almost entirely of manufactured slopes with several large V-ditches cutting through them. These areas should be excluded from future conservation area.

Henry Property/Henry Conservation Easement/Bode property: Two days conducting pre-acquisition review of about 750 acres total on Box Springs Mountain. Northern portion of Henry property and all of Bode property is burned. Landowner will exclude all existing structures/towers with a 250-300 ft. buffer from conservation easement. One day re-checking markers at property and establishing 2 photo points on property. Still no markers present.

Skorpanich: Small (~4.0 acre) property with some chaparral species. No witness markers present and small debris pile on property. Sellers requested cleanup cost estimate. Neighbors to the east have a citrus orchard which appears is encroaching on the property. In the future, staff will need to do weed abatement next to DeLuz Road.

**AGENDA ITEM NO. 8.2**  
**Attachment 4**

**SANTA ANA**  
**WATERSHED ASSOCIATION**

**CONSULTANT REPORT**  
**SAWA – BIOLOGICAL MONITORING PROGRAM**  
**FISCAL YEAR 2017/2018 SECOND QUARTER REPORT**

**Report Covers Period:** 10/01/17 – 12/31/17

**Services provided during current work period:**

**Biological monitoring surveys conducted:**

- Carnivores via motion-triggered cameras in habitat linkages/Cores/corridors.
- Burrowing Owl habitat via vegetation and physical site topography sampling at occupied 2017 burrow locations to clarify suitable habitat characteristics.
- Burrowing Owl artificial burrow condition assessment surveys (for management purposes).
- Tricolored Blackbird habitat use at San Jacinto Wildlife Area (SJWA).
- Tricolored Blackbird winter survey to locate flocks of wintering birds.
- Herpetofauna survey scouting at newly acquired RCA properties.
- Targeted Mojave tarplant (*Deinandra mohavensis*) observations via area-constrained visual encounter surveys at conserved locations to determine the extent of the population.
- Engelmann oak recruitment surveys via sample plots at Multi-Species Reserve (MSR) and Santa Margarita Ecological Reserve (SMER), and individual occurrences at Potrero and the Agua Tibia Mountains.

**Collaboration:**

- Coordination continuing with CA Department of Fish and Wildlife staff at SJWA regarding management of the Tricolored Blackbird breeding and foraging habitat, along with some discussion on Burrowing Owl.
- Collaboration continuing with the state-wide Tricolored Blackbird Working Group.
- Collaborated with Audubon regarding their first annual winter Tricolored Blackbird surveys.
- Collaboration continuing with USGS and their Golden Eagle territory surveys.
- Collaboration continuing with CNLM on the Burrowing Owl pair count surveys.
- Collaborated with Dr. Doug Yanega from UCR regarding Delhi Sands flower-loving fly.
- Collaborating with UCR Herbarium to catalog rare plant specimens to be submitted to the Consortium of California Herbarium.
- Collaborated with other wildlife organizations and agencies on current issues in a quarterly Southern California Native Freshwater Fauna Working Group meeting on October 17, which included a presentation by Robert Fisher on habitat suitability surveys for Santa Ana sucker habitat in the Critical Habitat for the species from below Prado Dam in the Santa Ana River.
- Collaborated with SAWPA and other organizations and agencies performing Santa Ana sucker habitat surveys for the Santa Ana Riverwalk on October 25.
- Collaborated with other organizations and agencies at the Brand's Phacelia Candidate Conservation Agreement (CCA) Meeting on November 2 at the Carlsbad FWS office.
- Collaborated with other wildlife organizations and agencies at the Annual Mountain Yellow-legged Frog Meeting on November 6.



- Collaborated with other wildlife organizations and agencies at a presentation on November 21 regarding the Grinnell re-survey efforts of the San Jacinto Mountains by the San Diego Natural History Museum.
- Collaborated with SAWA Wildlife Habitat Management Services and OCWD with a clean-up effort at Sunnyslope on November 28.
- Collaborated with other wildlife organizations and wildlife professionals in a Delhi Sands flower-loving fly Working Group meeting on December 5.
- Collaborated with other wildlife organizations and wildlife professionals in the San Diego Burrowing Owl Stakeholders Meeting on December 8.
- Collaborated with California Trout on an invasive removal effort at SMER on December 12, considered beneficial to arroyo chub and western pond turtle.
- Collaborated with other wildlife organizations and agencies in the annual RIX Wastewater Treatment Facility maintenance shutdown fish rescue on December 20.

### **Accomplishments:**

- Gathered useful data for carnivores (coyote, bobcat), Burrowing Owl, Tricolored Blackbird, Santa Ana sucker, arroyo chub, western pond turtle, and rare plants, including Mojave tarplant and Engelmann oak.
- Submitted 2016 survey reports and Annual Report to RCA.
- Submitted the Los Angeles pocket mouse habitat modeling files to RCA.
- Hosted three monthly monitoring/management coordination meetings with local land managers and wildlife agency representatives.
- Developed protocol, data sheets, and training to adapt the new annual Audubon Tricolored Blackbird winter survey to our Program's needs.
- Tricolored Blackbird project lead provided comments through RCA on the federal Species Status Assessment (SSA) Report created by FWS to assist with determination of listing the Tricolored Blackbird under the Endangered Species Act.

### **Training**

- Tricolored Blackbird winter survey training conducted on November 6.
- Monitoring Program Administrator attended supervisor training on November 13.
- Engelmann Oak survey training conducted on November 16.
- Mammal Taxa Lead attended Cyber Tracker Workshop/Evaluation from November 18-19, passed exam, and received certification.
- All Hands Meeting occurred on December 6: cleaned and checked vehicles, continued equipment inventory, discussed survey and report status.
- Biologist Supervisor attended supervisor training on December 19.

### **Status of Deliverables**

#### **2015**

- Species Occurrence Dataset: completed and submitted
- Survey Reports: completed and submitted
- Annual Report: completed and submitted

#### **2016**

- Species Occurrence Dataset: completed and submitted
- Survey Reports: completed and submitted
- Annual Report: completed and submitted

#### **2017**

- Species Occurrence Dataset: data certified by Data Manager for 10/20 datasets
- Survey Reports: 0/14 reports completed
- Annual Report: not completed



**AGENDA ITEM NO. 8.2**  
**Attachment 5**

**DOUGLAS P. WHEELER**  
**HOGAN LOVELLS, US LLP**

Hogan  
Lovells

**Quarterly Contract Report**

WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY

*October-December, 2017*

Although the Administration and the Congress appeared to gain some traction in tackling the contentious agenda that I discussed in my last report (July-September 2017), the year came to an end without measureable progress on issues of concern to the Authority. Notably, despite Committee approval of **budgets for the Department of the Interior** in FY 2018 in the House and Senate, those budgets have yet to be adopted by the Congress. To avoid a government shutdown, the Congress has twice enacted a continuing resolution (CR) which provides temporary funding of federal programs. A third extension is likely, perhaps to be followed in late January by an omnibus appropriations bill for the period through September, 2018. Even as funding for current year programs, including grants under section 6 of the Endangered Species Act, remains uncertain, the Fish and Wildlife Service has not yet responded to our FY 2017 application for section 6 support.

The distraction of budget issues, and Congressional debates over health care and tax reform, has slowed momentum toward **Endangered Species Act reform**. As reported earlier, the Senate Committee on Environment and Public Works last year devoted considerable time and attention to development of a consensus around process-oriented amendments, including meetings with Authority board and staff. Its outlook has been influenced by the recommendations of the Western Governors Association's Endangered Species Initiative, which emphasize a greater role for states in the administration of ESA programs. While EPW staff remains committed to a legislative initiative, it acknowledges that the Committee has moved on to other priorities. In the House, the Natural Resources Committee on October 4 approved a suite of five bills (H.R. 424, H.R. 717, H.R. 1274, H.R. 2603 and H.R. 3131) that are intended to "modernize" the ESA. Those bills have yet to see floor action, and are likely to encounter opposition in the Senate, which seems predisposed to less aggressive reform. Unencumbered by the Congressional timetable, however, the Administration announced at year's end that it will propose changes in the rules which govern the listing of threatened and endangered species and the designation of critical habitat. On other **matters related to fish and wildlife**, I responded to requests from the Executive Director for analysis of H.R. 4647, introduced on December 14 as "Recovering America's Wildlife Act", and H.R. 3916, Rep. Calvert's "Federal Integrated Species Health Act" or "FISH Act".

Executive Director Landry played a leadership role at the third annual meeting of the **National Habitat Conservation Planning Coalition**, held at the National Conservation Training Center in Shepherdstown, West Virginia on November 28-30. Landry chaired the business meeting of the Coalition, which now includes representatives of HCPs across the Country, and participated in discussions of policy priorities of the new Administration. Meeting attendees were encouraged to hear from Acting Director Greg Sheehan of the U.S. Fish and Wildlife Service of the Administration's

strong support for HCPs as a means to protect wildlife habitat while facilitating the development of much-needed infrastructure. Landry offered a persuasive case in point, with his presentation on the function of the Western Riverside MSHCP as advance mitigation for transportation improvements. At the meeting, I was asked by Landry to serve on committees to review the adoption of Coalition by-laws, and to identify new sources of revenue. Following the meeting, I drafted a letter to current members asking that they renew their support in 2018 in order to underwrite the continued progress of the Coalition.

Following the Authority's adoption of a Resolution (No. 2017-006) "Declaring Support for the Establishment of a **National Wildlife Refuge Within the Boundaries of the MSHCP**", Board Chair Marion Ashley and Vice Chair Jonathan Ingram met in Washington on November 8 and 9 with potential supporters of legislation to establish the Refuge. Although the U.S. Fish and Wildlife Service has authority to establish a refuge through administrative action, the enactment of legislation offers assurance that exact specifications of the Authority's Resolution will be met. Thus, the WRCRCA delegation was pleased to receive the commitment of Rep. Calvert that he'd introduce the legislation, along with other members of the House and California's Senators, Dianne Feinstein and Kamela Harris, as co-sponsors. The meeting with Rep. Calvert also included his Chief of Staff, Dave Kennett, Senior Policy Advisor Ian Foley, and Darren Benjamin of the staff the Interior Appropriations Subcommittee. We also received expressions of support from Alexis Segal, in the office of Senator Feinstein, and from Kevin Chang in Senator Harris' office. Two members of the majority staff of the Senate Committee on Environment and Public Works, Andy Harding and Matt Leggett, were also briefed on the refuge proposal. Although the Fish and Wildlife Service can be expected to take no position on the bill until it is introduced and hearings are scheduled, its Director of Realty, Eric Alvarez, offered pointers on land acquisition procedures, and agreed to review a draft bill. Other likely supporters include the National Wildlife Refuge Association, whose President, Geoff Haskett, and Vice President for Government Affairs, Desiree Sorenson-Groves, met with the delegation.

Late in the quarter, Ian Foley of Mr. Calvert's office requested preparation by the House Legislative Counsel of a "discussion draft" refuge bill which meets the Authority's specifications. After the draft is vetted by Foley, it will be available for comment by other interested parties, including the Authority and its consultants, before introduction by Mr. Calvert and Senators Feinstein and Harris. The recruitment of additional co-sponsors, the solicitation of institutional endorsements, and preparation for hearings in the House and Senate will then be a top priority for the Authority's consultants in 2018.

*Douglas P. Wheeler, Esq.  
Washington, D.C.  
January 3, 2018*



# **AGENDA ITEM NO. 8.3**

**WESTERN RIVERSIDE COUNTY  
MSHCP LOCAL DEVELOPMENT  
MITIGATION FEE  
CREDIT AGREEMENT**

***Regional Conservation Authority***

**WESTERN RIVERSIDE COUNTY MSHCP  
LOCAL DEVELOPMENT MITIGATION  
FEE CREDIT AGREEMENT**

**Staff Contact:**

**Honey Bernas  
Director of Administrative Services  
(951) 955-9700**

**Background:**

On September 12, 2016, the RCA Board of Directors adopted Resolution No. 2016-003, revising its Fee Credit and Waiver Policy. Said policy requires that fee credits, waivers, or reductions in excess of \$200,000 must be approved by the RCA Board of Directors.

Staff has negotiated a fee credit agreement to accompany the donation of approximately 127 acres to the RCA, subject to our normal due diligence, including title review and phase 1 environmental report review. The property is located south of Hidden Hills Way and Montana Ranch Road, west of Interstate 15 in the City of Corona. The amount of the fee credit is \$460,000, which is based on a joint appraisal paid for by RCA and the property owner. The appraisal has been reviewed, and determined to meet the Uniform Appraisal Standards for Federal Land Acquisitions, or more commonly referred to as "Yellow Book." The property will contribute to the reserve assembly goals of the MSHCP, as the property is located within Constrained Linkage 2, as shown on the map attached. This linkage area is a narrow linkage that will connect major core areas within the Plan Area, including the Cleveland National Forest further to the south.

The City has complied with RCA Resolution No. 2016-003, which sets forth the RCA Board-adopted Fee Credit and Waiver Policy. Legal counsel has reviewed the fee credit agreement and recommends approval as to form.

**Executive Committee and Staff Recommendation:**

That the RCA Board of Directors approve the MSHCP Local Development Mitigation Fee Credit Agreement between the RCA, the City of Corona, and CalAtlantic, Inc.

**Attachment**

Fee Credit Agreement

**AGENDA ITEM NO. 8.3**  
**Attachment**

**FEE CREDIT AGREEMENT**



**WESTERN RIVERSIDE COUNTY MULTIPLE SPECIES HABITAT CONSERVATION**  
**PLAN LOCAL DEVELOPMENT MITIGATION FEE CREDIT AGREEMENT**

This Agreement is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2018, between the City of Corona, the Western Riverside County Regional Conservation Authority and CalAtlantic Group, Inc. The City, RCA and Developer are sometimes referred to in this Agreement, individually, as a “Party” or collectively as the “Parties.” The Parties enter into this Agreement with reference to the following facts (each, a “Recital”):

**RECITALS**

**WHEREAS**, the City of Corona is a California municipal corporation located within western Riverside County (“City”); and

**WHEREAS**, the Western Riverside County Regional Conservation Authority is a public agency and a joint powers authority whose member agencies are the 18 cities in western Riverside County (which includes the City) along with the County of Riverside (“RCA”); and

**WHEREAS**, CalAtlantic Group, Inc. is a Delaware corporation (“Developer”); and

**WHEREAS**, the Western Riverside County Multiple Species Habitat Conservation Plan (“MSHCP”) is a multi-jurisdictional habitat conservation plan that addresses biological and ecological diversity conservation needs in western Riverside County, setting aside significant areas for the conservation of sensitive habitats while preserving open space and recreational opportunities; and

**WHEREAS**, the MSHCP addresses the potential impacts of urban growth, natural habitat loss and species endangerment, and mitigates for the potential loss of certain species due to direct and indirect impacts of future development of both private and public lands within the MSHCP Plan Area; and

**WHEREAS**, the RCA and City are signatories to the MSHCP Implementing Agreement (“Implementing Agreement”), which implements the terms of MSHCP and thus, have the responsibility to comply with all requirements of the MSHCP; and

**WHEREAS**, the City has adopted Resolution No. 2003-141 that adopts the MSHCP and establishes procedures and requirements for the implementation of its terms and conditions; and

**WHEREAS**, pursuant to Corona Municipal Code (“CMC”) Chapter 16.33, the City also established the “Local Development Mitigation Fee,” the fee imposed by applicable Local Permittees on new Development pursuant to Government Code sections 66000 et seq., as described by Section 3.58 of the Implementing Agreement (“Development Fee”); and

**WHEREAS**, Developer owns and plans to develop certain real property that is the subject of Tract Map No. 36541 (the “Tract”) of approximately 304 acres (the “Sierra Bella Project”) as described in Exhibit “A,” attached hereto and incorporated herein by reference, located in the City, Riverside County, State of California (the “Property”), which is a Covered Activity as defined in the MSHCP that requires payment of the Development Fee; and

**WHEREAS**, Developer wishes to donate a portion of the Property consisting of 127.03 acres generally located at the northwest quadrant of the Property and depicted in Exhibit “B”, attached hereto and incorporated herein by reference, to the RCA as conservation land for the MSHCP (“Donated Property”); and

**WHEREAS**, Sections 6.1.1 and 8.4.2 of the MSHCP allow the use of incentives to be offered to landowners and developers to fully or partially compensate them for the conservation of their lands, including credits, waiver and/or reduction of the Development Fee (“Fee Credit”); and

**WHEREAS**, CMC Section 16.33.130 also allows the use of fee credits and waivers as determined appropriate by the City in cooperation with the RCA; and

**WHEREAS**, City has complied with RCA Resolution No. 2016-003, which sets forth the RCA Board-adopted Fee Credit and Waiver Policy, including any subsequent resolution that supersedes Resolution No. 2016-003 adopted prior to the date of this Resolution; and

**WHEREAS**, the fair market value of the Donated Property has been determined by an appraisal prepared pursuant to Section 6.1.1 of the MSHCP to be \$460,000.00 (“Appraised Value”); and

**WHEREAS**, the purpose of this Agreement is to document the City's and RCA's agreement to grant a Fee Credit for all or a portion of the Development Fees for the Tract in exchange for Developer conveying the Donated Property to the RCA.

### **TERMS**

**NOW, THEREFORE**, in furtherance of the Recitals set forth above, the City, RCA, and the Developer agree that:

**SECTION I.     CONSIDERATION.** The City in consultation with the RCA and pursuant to Resolution No. 2016-03 (including any subsequent resolution that supersedes Resolution No. 05-05 adopted prior to the date of Resolution No. 2016-03) finds that: (1) the Donated Property meets the Conservation Criteria, contributes to the overall design of the MSHCP Conservation Area, and is contiguous with other conservation parcels or otherwise consistent with the design criteria of the MSHCP Conservation Area for that Plan Area; 2) the Donated Property conforms within the overall revenue requirements of the MSHCP; 3) the Donated Property is of a size, configuration and location such that it can be managed as part of the MSHCP Conservation Area; 4) the Donated Property satisfied any other relevant information that the Executive Director of RCA determined was appropriate under the circumstances; and finally (5) the Donated Property is not property that could not otherwise be developed or has significant development constraints as identified in the City's general plan, zoning ordinance, governing land use documents and/or relevant local, state or federal law. Subject to Developer's satisfaction of the terms and conditions of this Agreement, including, without limitation, Section 2, the City hereby grants a Fee Credit to Developer in the amount of **\$460,000.00**, which is equivalent to the Appraised Value, in exchange for conveyance of the Donated Property to the RCA pursuant to RCA's donation acceptance process.

**SECTION II.     CONVEYANCE OF DONATED PROPERTY** Developer shall convey the Donated Property in fee to the RCA, in accordance with the terms and conditions of that certain Donation Agreement dated as of October 20, 2015, by and between RCA and Developer's predecessor-in-interest ("Donation Agreement"). The Escrow (as that term is defined in the Donation Agreement) shall be opened within fifteen (15) days following final approval and execution of this Agreement.



### **SECTION III. USE OF FEE CREDIT:**

**A.** The City and RCA acknowledge that the Fee Credit can only be used by Developer, or its successors or assigns as provided in this Agreement, in lieu of payment of the Development Fee for the Sierra Bella Project.

**B.** The Fee Credits may be used in the same way that cash could be used (with one (1) credit being equal to one (1) U.S. Dollar) to satisfy payment of the Development Fees at the rate then currently imposed on development projects by the City. Nothing in this Agreement shall limit the power of the RCA Board of Directors or the City, in their sole discretion, to make adjustments to the Development Fee, in accordance with applicable law.

**C.** The value of the Fee Credits remaining for use by Developer will be reduced on a credit-for-dollar basis as Developer applies such Fee Credits to offset the Development Fee, according to the amount of Development Fee at the time Developer would otherwise pay the Development Fee.

**D.** Fee Credit balances will not earn interest and will not be redeemable for cash.

**E.** Fee Credits cannot be used to pay for the City's local administrative fees used to administer the MSHCP Fee Ordinance or the MSHCP.

### **SECTION IV. THE FEE CREDIT LEDGER.**

**A.** The City shall establish and maintain a database or ledger (herein "Ledger") that shows the total dollar value of the initial Fee Credits provided to Developer under this Agreement (i.e., \$460,000) and that tracks the use or transfer of such Fee Credits to satisfy the Development Fees. City agrees to share Ledger with RCA upon request.

**B.** Concurrent with submittal for a building permit(s) by Developer, Developer shall provide the City written notice of the dollar value of the Fee Credits intended to be used for the Development Fees relevant to such building permit(s) and the classification of the units for which the Fee Credits (e.g., for 500 residential dwelling units at less than 8.0 dwelling units per acre, or for 300 dwelling units at greater than 14.1 dwelling units per acre, some combination of

both classifications, or a commercial classification, etc.) planned to be used in that transaction along with the identification of the lots for which the Fee Credits shall be used.

C. Upon receiving notice from the Developer as referenced in Section IV.B, the City shall promptly confirm use of such Fee Credits with the RCA. The City shall update the Ledger promptly for the indicated use of the Fee Credits by Developer as referenced in said notice.

D. The Ledger maintained by the City shall include: the dollar value of Fee Credits used, the name, address and telephone number of the Developer, the project name for which the Fee Credits were used, and reasonable identifying information for that project.

E. The City shall cooperate with any request by Developer to confirm the remaining dollar value of Fee Credits available to Developer and shall also promptly make available to Developer a current copy of the Ledger within ten (10) business days of such a request.

**SECTION V. ASSIGNMENT.** Developer's right to the Fee Credit provided herein is assignable, in whole or in part, by Developer in accordance with the provisions of this Section V. Any such assignment of Developer's right to the Fee Credit shall be effective only with respect to a person or entity developing the Tract (as defined in the Recitals above) and for no other purpose or property. In connection with any such assignment pursuant to the authority of this Section V, Developer shall provide the City and the RCA with written notice of the assignment that irrevocably assigns Developer's right, in whole or in part, to the Fee Credit provided hereunder, and which written assignment is signed by both Developer and assignee and clearly binds assignee to comply with all the provisions of this Agreement. Such written notice to the City and the RCA shall clearly identify the assignee, the amount of the Fee Credits assigned, and the location of the project for which the assignment shall apply. The City and the RCA shall be entitled to unconditionally rely on such written notice of assignment in connection with the processing of any land use application(s) associated with the project identified in such written notice. Upon Developer's request, the City agrees to confirm to any such assignee the availability to such assignee of the Fee Credit or applicable portion thereof.

**SECTION VI. WAIVER.** Any of the Parties' failure to insist on performance of any of the terms or conditions of this Agreement or to exercise any right, remedy or privilege, or any

Parties' waiver of any breach hereunder, shall not thereafter be deemed a subsequent waiver of any other terms, conditions, or rights, remedies or privileges, whether of the same or similar type. No Party will be deemed to have waived any rights under this Agreement unless the waiver is made in writing and signed by the waiving party's duly authorized representative. All rights and remedies provided under this Agreement are cumulative.

**SECTION VII. COOPERATION.** The Parties agree to cooperate with each other in furthering the purposes of this Agreement. The Parties hereby agree to take such other actions and execute such other reasonable documents as are consistent with this Agreement and as are reasonably necessary to effectuate this Agreement; provided, however, that the foregoing shall not require the City to take any legislative act or exercise its discretion in any particular manner.

**SECTION VIII. INDEMNIFICATION.** Developer agrees to indemnify and hold harmless both the City and RCA, their officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with the findings made in Section 1 of this Agreement pursuant to Resolution No. 2016-03. Developer agrees to reimburse City, RCA, or both, for any expenditure, including reasonable attorneys' fees, actually incurred by the City, RCA, or both, in defending against claims that arise under this Section VIII; provided, however, that Developer shall have no obligation to indemnify either the City or RCA, or both, for any or all claims, demands, costs, or liability arising from, in whole or in part, the negligent acts, errors or omissions, or willful misconduct of either the City or RCA.

**SECTION IX. ENTIRE AGREEMENT, INTEGRATION, AMENDMENTS.** This Agreement constitutes a single, integrated contract expressing the entire agreement between the Parties relative to the subject matter hereof. No covenants, agreements, representations or warranties of any kind whatsoever have been made by any Party hereto, except as specifically set forth in this Agreement. All prior discussions, negotiations and understandings have been and are merged and integrated into, and are superseded by, this Agreement. No changes, modifications, alternation or variation of the terms of this Agreement shall be valid unless made in writing and signed by all the Parties.

**SECTION X. ATTORNEY'S FEES.** In the event that any action or proceeding is commenced between the Parties concerning any term of this Agreement, the prevailing Party in



such action or proceeding, in addition to all other relief to which it may be entitled, shall be entitled to recover from the violating Party the prevailing Party's costs of suit and reasonable attorney's fees. The prevailing Party shall be as determined by the court in accordance with Code of Civil Procedure section 1032. The attorney's costs and expert fees recoverable pursuant to this Section X include, without limitation, attorney's costs and expert fees incurred on appeal and those incurred in enforcing any judgment rendered. Attorney's costs and fees may be recovered as an element of costs in the underlying action or proceeding or in a separate recovery action.

**SECTION XI. JURISDICTION AND VENUE.** This Agreement is to be construed under the laws of the State of California. The Parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California.

**SECTION XII. RULES OF CONSTRUCTION.** The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning, and not strictly for or against, any of the Parties. Section headings in this Agreement are for convenience only and are not to be considered as part of this Agreement or in any way limiting or amplifying the provisions hereof. All provisions and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identification of the person or persons, firms or firms, corporations or corporations may require. This Agreement is the product of mutual negotiation and drafting efforts. Accordingly, the judicial rule of construction that ambiguities in a document are to be construed against the drafter of that document including, but not limited to, California Civil Code section 1654, shall have no application to the interpretation or enforcement of this Agreement.

**SECTION XIII. BINDING ON SUCCESSORS.** The Parties, its successors in interest and assigns shall be bound by all of the provisions contained in this Agreement, and all of the Parties shall be liable hereunder.

**SECTION XIV. NOTICES.** All notices, demands or other communications (collectively, "Notices") required or allowed by this Agreement shall be in writing and shall be considered given: (i) when delivered in person to the recipient named below, or (ii) three (3)

business days after deposit in the United States mail, postage prepaid, addressed to the recipient named below. All Notices shall be addressed as follows:

If to the City:	City Manager City of Corona 400 S. Vicentia Avenue Corona, CA 92882 (951) 736-2371
and Copy to:	City Attorney City of Corona 400 S. Vicentia Avenue Corona, CA 92882 (951) 279-3525
If to RCA:	Executive Director Western Riverside County Regional Conservation Authority 3403 Tenth Street, Suite 320 Riverside, CA 92501 (951) 955-9700
And Copy to:	Michelle Ouellette Best Best & Krieger, LLP 3390 University Avenue, 5th Floor Riverside, CA 92501 (951) 686-1450
If to Developer:	CalAtlantic Group, Inc. 35 E. Rincon Street, Suite 300 Corona, CA 92879 (951) 898-5529 Attention: Sean Doyle, Operational Vice-President Martin Langpap, Operational Vice-President

**SECTION XV. SEVERABILITY.** The provisions of this Agreement are specifically made severable. If any clause, provision, rights and/or remedy provided for herein is unlawful or unenforceable, the remainder of this Agreement shall remain in effect and be enforced as if such clause, provision, right and/or remedy were not contained herein.

**SECTION XVI. NO THIRD PARTY BENEFICIARIES.** This Agreement is made and entered into for the sole protection and benefit of the Parties hereto. No other person or entity shall have any right of action based upon the provisions of this Agreement.

**SECTION XVII. RCA CONTINGENCY.** This Agreement shall be expressly contingent upon formal acceptance and approval by RCA's Board of Directors; provided, however, that execution of this Agreement shall be deemed acceptance and approval by RCA's Board of Directors. To allow members of the RCA Board of Directors to comply with Government Code section 84308, Developer agrees to disclose any contribution(s) given to members of the RCA Board of Directors of more than \$250 within the preceding twelve (12) months on the form attached hereto as Exhibit "C."

**SECTION XVIII. EXECUTION/COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be an original and all such counterparts together shall constitute the entire Agreement of the parties hereto.

**[SIGNATURE PAGE TO FOLLOW]**



**SIGNATURE PAGE TO THE CALATLANTIC WESTERN RIVERSIDE COUNTY  
MULTIPLE SPECIES HABITAT CONSERVATION PLAN LOCAL DEVELOPMENT  
MITIGATION FEE CREDIT AGREEMENT**

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed by their duly-authorized officers on the date and year set forth below.

DATE: \_\_\_\_\_

**CITY OF CORONA**

By: \_\_\_\_\_  
Darrell Talbert, City Manager

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Lisa Mobley, City Clerk

By: \_\_\_\_\_  
Dean Derleth  
City Attorney

DATE: \_\_\_\_\_

**WESTERN RIVERSIDE COUNTY  
REGIONAL CONSERVATION  
AUTHORITY**

By: \_\_\_\_\_  
Charles V. Landry, Executive Director

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Best Best & Krieger, LLP

DATE: \_\_\_\_\_

**CALATLANTIC HOMES, INC.,  
a Delaware corporation**

By: \_\_\_\_\_  
Sean Doyle, Operational Vice President

By: \_\_\_\_\_  
Martin Langpap, Op. Vice President

**EXHIBIT “A”**

**WESTERN RIVERSIDE COUNTY MULTIPLE SPECIES HABITAT CONSERVATION  
PLAN LOCAL DEVELOPMENT MITIGATION FEE CREDIT AGREEMENT**

**LEGAL DESCRIPTION OF PROPERTY**

**[SEE ATTACHED PAGES]**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

**PARCEL 1: (APN: 275-020-005-5)**

**THE NORTH HALF OF GOVERNMENT LOTS 1 AND 2 IN THE NORTHEAST QUARTER OF FRACTIONAL SECTION 5, TOWNSHIP 4 SOUTH, RANGE 7 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF.**

**EXCEPT AN UNDIVIDED ONE-HALF INTEREST IN AND TO ALL OIL, GAS AND MINERALS AS SET FORTH IN THE DEED FROM OTTO E. THOMAS TO OMER M. SHORT, RECORDED AUGUST 10, 1956, AS INSTRUMENT NO. 55978, OF OFFICIAL RECORDS.**

**ALSO EXCEPT AN UNDIVIDED ONE-HALF INTEREST IN AND TO ALL OIL, GAS AND MINERALS AS SET FORTH IN THE DEED FROM R.I. COOK, RECORDED AUGUST 14, 1978, AS INSTRUMENT NO. 170302, OF OFFICIAL RECORDS.**

**PARCEL 2: (APN: 101-220-003-1)**

**ALL THAT PORTION OF THE PATENTED PLACER MINING CLAIM KNOWN AS THE CONDUIT CLAY NUMBER 1 INCLUDED WITHIN THE FOLLOWING DESCRIBED LAND:**

**LOT 1, THE EAST HALF OF LOT 2 AND THE SOUTH HALF OF THE SOUTHEAST QUARTER OF FRACTIONAL SECTION 32, TOWNSHIP 3 SOUTH, RANGE 7 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF.**

**EXCEPTING THEREFROM ANY VEINS OR LODES OF QUARTZ, OR OTHER ROCK IN PLACE BEARING GOLD, SILVER, CINNABAR, LEAD, TIN, COPPER OR OTHER VALUABLE DEPOSITS WITHIN THE LAND ABOVE DESCRIBED, WHICH MAY HAVE BEEN DISCOVERED OR KNOWN TO EXIST ON OR PRIOR TO THE 7TH DAY OF OCTOBER, 1915.**

**PARCEL 3: (PORTION 102-320-016-9)**

**ALL THAT PORTION OF THE PATENTED PLACER MINE CLAIM KNOWN AS THE CONDUIT CLAY NUMBER 2 INCLUDED WITHIN THE FOLLOWING DESCRIBED LAND:**

**THE WEST HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF FRACTIONAL SECTION 33, TOWNSHIP 3 SOUTH, RANGE 7 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF.**



**EXCEPTING THEREFROM ANY VEINS OR LODES OF QUARTZ, OR OTHER ROCK IN PLACE BEARING GOLD, SILVER, CINNABAR, LEAD, TIN, COPPER OR OTHER VALUABLE DEPOSITS WITHIN THE LAND ABOVE DESCRIBED, WHICH MAY HAVE BEEN DISCOVERED OR KNOWN TO EXIST ON OR PRIOR TO THE 7TH DAY OF OCTOBER, 1915.**

**PARCEL 4: (PORTION 102-320-016-9)**

**ALL THAT PORTION OF THE PATENTED PLACER MINING CLAIM KNOWN AS THE CONDUIT CLAY NUMBER 2 INCLUDED WITHIN GOVERNMENT LOT 4 OF FRACTIONAL SECTION 33, TOWNSHIP 3 SOUTH, RANGE 7 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF.**

**EXCEPTING THEREFROM ANY VEINS OR LODES OF QUARTZ, OR OTHER ROCK IN PLACE BEARING GOLD, SILVER, CINNABAR, LEAD, TIN, COPPER OR OTHER VALUABLE DEPOSITS WITHIN THE LAND ABOVE DESCRIBED, WHICH MAY HAVE BEEN DISCOVERED OR KNOWN TO EXIST ON OR PRIOR TO THE 7TH DAY OF OCTOBER, 1915.**

**PARCEL 5: (PORTION 102-320-016-9)**

**GOVERNMENT LOT 3 AND SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF FRACTIONAL SECTION 33, TOWNSHIP 3 SOUTH, RANGE 7 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY.**

**PARCEL 6: (PORTION 102-320-016-9)**

**GOVERNMENT LOT 6 IN FRACTIONAL SECTION 33, TOWNSHIP 3 SOUTH, RANGE 7 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF.**

**EXCEPTING AND RESERVING, ALSO, TO THE UNITED STATES ALL COAL AND OTHER MINERALS IN THE LANDS SO ENTERED AND PATENTED, TOGETHER WITH THE RIGHT OF THE UNITED STATES OR ITS PERMITTEES, LESSEES, OR GRANTEES, TO ENTER UPON SAID LANDS FOR THE PURPOSE OF PROSPECTING FOR AND MINING SUCH DEPOSITS, AS PROVIDED BY THE ACT OF DECEMBER 22, 1928, AS AMENDED BY SAID ACT OF JULY 28, 1953, AS SET FORTH IN THE PATENT RECORDED MARCH 27, 1964, AS INSTRUMENT/FILE NO. 38222 OF OFFICIAL RECORDS.**

**ALSO EXCEPTING THAT PORTION OF GOVERNMENT LOT 6 OF FRACTIONAL SECTION 33, TOWNSHIP 3 SOUTH, RANGE 7 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY RECORDS OF SURVEY ON FILE IN BOOK 67, PAGE 25 OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 6, AS SHOWN BY SAID RECORDS OF SURVEY; THENCE NORTH 0° 25' 50" EAST ALONG THE EASTERLY LINE OF LOT 6, A DISTANCE OF 608.18 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 0° 25' 50" EAST, ALONG SAID EASTERLY LINE, A DISTANCE OF 258.80 FEET; THENCE AT A RIGHT ANGLE, NORTH 89° 34' 10" WEST, A DISTANCE OF 40.00 FEET; THENCE AT A RIGHT ANGLE, SOUTH 0° 25' 50" WEST, PARALLEL TO THE EASTERLY LINE OF SAID LOT 6, A DISTANCE OF 258.80 FEET; THENCE AT A RIGHT ANGLE, SOUTH 89° 34' 10" EAST, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

AS PER LOT LINE ADJUSTMENT NO. 2096.

PARCEL 7: (APN 102-390-043)

IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA BEING THAT PORTION OF LOT 1, OF TRACT NO. 20872-1, ON FILE IN MAP BOOK 161, PAGES 45 THROUGH 50 THEREOF IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON SOUTHERLY LINE OF RANCHO LA SIERRA, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 6 AS SHOWN ON A RECORD OF SURVEY FILED IN BOOK 67, PAGE 25 OF RECORDS OF SURVEYS OF SAID RIVERSIDE COUNTY, CALIFORNIA;

THENCE ALONG SAID SOUTHERLY LINE NORTH 75°59'49" WEST, A DISTANCE OF 811.82 FEET;

THENCE LEAVING SAID SOUTHERLY LINE THE FOLLOWING COURSES AND DISTANCES:

THENCE NORTH 14°00'18" EAST, 44.35 FEET;  
THENCE NORTH 76°03'12" EAST, 79.05 FEET;  
THENCE NORTH 30°41'18" EAST, 72.39 FEET;  
THENCE SOUTH 89°05'52" EAST, 38.18 FEET;  
THENCE NORTH 52°23'19" WEST, 74.88 FEET;  
THENCE NORTH 43°03'26" EAST, 79.24 FEET;  
THENCE NORTH 78°29'53" EAST, 96.66 FEET;  
THENCE SOUTH 61°59'56" EAST, 28.59 FEET;  
THENCE NORTH 53°29'49" EAST, 43.02 FEET;  
THENCE NORTH 57°06'46" EAST, 87.55 FEET;  
THENCE NORTH 85°07'44" EAST, 159.68 FEET;  
THENCE NORTH 73°55'56" EAST, 119.77 FEET;  
THENCE SOUTH 65°10'15" EAST, 31.62 FEET;  
THENCE NORTH 52°40'30" EAST, 205.23 FEET;  
THENCE NORTH 38°43'49" WEST, 22.84 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF LOT 1 OF TRACT NO. 23741 RECORDED IN MAP BOOK



**199, PAGES 75 THROUGH 79 THEREOF AS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;**

**THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 51°15'06" EAST, A DISTANCE OF 63.17 FEET TO THE EASTERLY CORNER THEREOF, SAID POINT ALSO BEING ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF GREEN RIVER ROAD, SAID LINE BEING PARALLEL WITH AND 50 FEET SOUTHWESTERLY, AS MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF GREEN RIVER ROAD;**

**THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 46°01'25" EAST, A DISTANCE OF 111.55 FEET;**

**THENCE LEAVING SAID RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES:**

**THENCE SOUTH 86°32'27" WEST, 13.46 FEET;**

**THENCE SOUTH 36°23'33" WEST, 45.05 FEET;**

**THENCE SOUTH 11°31'24" WEST, 29.03 FEET;**

**THENCE SOUTH 22°45'51" WEST, 39.20 FEET;**

**THENCE SOUTH 15°30'06" WEST, 41.71 FEET;**

**THENCE SOUTH 59°32'26" WEST, 94.85 FEET;**

**THENCE NORTH 89°58'17" WEST, 34.94 FEET;**

**THENCE SOUTH 39°18'51" WEST, 51.73 FEET;**

**THENCE SOUTH 09°28'45" WEST, 9.78 FEET;**

**THENCE SOUTH 08°25'26" EAST, 75.08 FEET;**

**THENCE SOUTH 42°37'12" EAST, 63.70 FEET;**

**THENCE SOUTH 68°57'02" EAST, 23.57 FEET;**

**THENCE SOUTH 25°44'26" EAST, 46.58 FEET;**

**THENCE SOUTH 08°40'00" EAST, 22.69 FEET;**

**THENCE SOUTH 70°38'00" WEST, 62.70 FEET;**

**THENCE NORTH 46°36'19" WEST, 28.09 FEET;**

**THENCE SOUTH 88°04'18" WEST, 63.50 FEET;**

**THENCE SOUTH 70°43'47" WEST, 34.09 FEET;**

**THENCE SOUTH 31°56'24" EAST A DISTANCE OF 226.32 FEET TO THE POINT OF BEGINNING.**

**EXCEPT ALL GAS, OIL, PETROLEUM AND OTHER HYDROCARBON SUBSTANCES AND MINERALS LYING AND BEING 500 FEET, OR MORE, BELOW THE SURFACE OF SAID LAND WITH NO RIGHT TO ENTER UPON THE SURFACE OF SAID LAND FOR THE EXTRACTION AND/OR DEVELOPMENT FOR SAID SUBSTANCES AND MINERALS AS RESERVED BY PRESTON S. WRIGHT AND MAUDE A. WRIGHT, HIS WIFE, IN DEED RECORDED APRIL 20, 1955, AS INSTRUMENT NO. 25912, IN BOOK 1725, PAGE 332, OFFICIAL RECORDS AND RESERVED BY CORONITA HILLS, A PARTNERSHIP, IN DEED RECORDED JUNE 23, 1966, AS INSTRUMENT NO. 64862, OFFICIAL RECORDS.**

**ALSO EXCEPT 1/2 OF ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND MINERALS 500 FEET BELOW THE SURFACE WITHOUT THE RIGHT OF**



**SURFACE RIGHTS OR RIGHT OF ENTRY IN THE SURFACE AS RESERVED BY ROBERT S. KIPPER, AS SUCCESSOR TRUSTEE OF TH CHARLES A. THOMAS TRUST DATED SEPTEMBER 8, 1959 AND THE BARBARA T. BRAY TRUST, DATE FEBRUARY 6, 1975, IN DEED RECORDED OCTOBER 3, 1985, AS INSTRUMENT NO. 223600, OFFICIAL RECORDS.**

**PARCEL 8: (APN 102-380-063)**

**IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA BEING THAT PORTION OF LOT 134 OF TRACT NO. 22968-1, ON FILE IN MAP BOOK 188, PAGES 65 THROUGH 75 THEREOF IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**COMMENCING AT A POINT ON SOUTHERLY LINE OF RANCHO LA SIERRA, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 6 AS SHOWN ON RECORD OF SURVEY ON FILE IN BOOK 67, PAGE 25 OF RECORDS OF SURVEYS OF SAID RIVERSIDE COUNTY, CALIFORNIA;**

**THENCE ALONG SAID SOUTHERLY LINE NORTH 75°59'49" WEST, A DISTANCE OF 2030.61 FEET, AS MEASURED ALONG SAID LINE, TO THE POINT OF BEGINNING;**

**THENCE CONTINUING ALONG SAID SOUTHERLY LINE NORTH 75°59'49" WEST, A DISTANCE OF 223.79 FEET;**

**THENCE LEAVING SAID SOUTHERLY LINE THE FOLLOWING COURSES;  
NORTH 15°24'35" WEST, A DISTANCE OF 36.82 FEET;  
NORTH 37°54'14" WEST, A DISTANCE OF 101.07 FEET;  
NORTH 15°37'36" EAST, A DISTANCE OF 30.06 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF LOT 104 OF SAID TRACT NO. 22968-1;**

**THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH 30°41'04" EAST, A DISTANCE OF 10.09 FEET TO AN ANGLE POINT THEREIN;**

**THENCE ALONG THE SOUTHERLY LINE OF LOTS 104 AND 103 OF SAID TRACT NO. 22968-1 NORTH 87°11'53" EAST, A DISTANCE OF 96.70 FEET TO THE SOUTHEAST CORNER OF SAID LOT 103;**

**THENCE NORTH 12°38'56" EAST ALONG THE EASTERLY LINE OF SAID LOT 103 A DISTANCE OF 129.50 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 103, SAID CORNER ALSO BEING THE BEGINNING OF A NON TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 74.00 FEET AND FROM WHICH THE RADIUS POINT BEARS NORTH 39°43'48" WEST;**

**THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°54'44" AN ARC DISTANCE OF 27.01 FEET TO THE WESTERLY CORNER OF LOT 102 OF SAID TRACT MAP 22968-1;**

**THENCE ALONG SAID WESTERLY LINE SOUTH 29°04'04" EAST, A DISTANCE OF 146.20 FEET TO THE SOUTH WESTERLY CORNER OF SAID LOT 102;**

**THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 102 AND ITS EASTERLY PROLONGATION NORTH 87°43'15" EAST, A DISTANCE OF 71.72 FEET;**

**THENCE SOUTH 12°22'55" WEST, A DISTANCE OF 49.06 FEET;**

**THENCE SOUTH 03°59'13 EAST, A DISTANCE OF 25.48 FEET;**

**THENCE SOUTH 15°41'26" WEST, A DISTANCE OF 57.09 FEET;**

**THENCE SOUTH 09°44'10" EAST, A DISTANCE OF 89.43 FEET TO THE POINT OF BEGINNING.**

**EXCEPT ALL GAS, OIL, PETROLEUM AND OTHER HYDROCARBON SUBSTANCES AND MINERALS LYING AND BEING 500 FEET, OR MORE, BELOW THE SURFACE OF SAID LAND WITH NO RIGHT TO ENTER UPON THE SURFACE OF SAID LAND FOR THE EXTRACTION AND/OR DEVELOPMENT FOR SAID SUBSTANCES AND MINERALS AS RESERVED BY PRESTON S. WRIGHT AND MAUDE A. WRIGHT, HIS WIFE, IN DEED RECORDED APRIL 20, 1955, AS INSTRUMENT NO. 25912, IN BOOK 1725, PAGE 332, OFFICIAL RECORDS AND RESERVED BY CORONITA HILLS, A PARTNERSHIP, IN DEED RECORDED JUNE 23, 1966, AS INSTRUMENT NO. 64862, OFFICIAL RECORDS.**

**ALSO EXCEPT 1/2 OF ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND MINERALS 500 FEET BELOW THE SURFACE WITHOUT THE RIGHT OF SURFACE RIGHTS OR RIGHT OF ENTRY IN THE SURFACE AS RESERVED BY ROBERT S. KIPPER, AS SUCCESSOR TRUSTEE OF TH CHARLES A. THOMAS TRUST DATED SEPTEMBER 8, 1959 AND THE BARBARA T. BRAY TRUST, DATE FEBRUARY 6, 1975, IN DEED RECORDED OCTOBER 3, 1985, AS INSTRUMENT NO. 223600, OFFICIAL RECORDS.**

**ALSO EXCEPT 1/2 OF ALL OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS RIGHTS AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN, GEOTHERMAL STEAM AND ALL PRODUCTS DERIVED FROM ANY OF THE FOREGOING, THAT MAY BE WITHIN OR UNDER THE PROPERTY, TOGETHER WITH THE PERPETUAL RIGHT OF DRILLING, MINING, EXPLORING AND OPERATING THEREFORE AND STORING IN AND REMOVING THE SAME FROM THE PROPERTY OR ANY OTHER LAND, INCLUDING THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE FROM LANDS OTHER THAN THE PROPERTY, OIL OR GAS WELLS, TUNNELS AND SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE OF THE PROPERTY, AND TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS AND SHAFTS UNDER AND BENEATH OR BEYOND THE EXTERIOR LIMITS THEREOF, AND TO REDRILL, RETUNNEL, EQUIP, MAINTAIN, REPAIR, DEEPEN AND OPERATE ANY SUCH WELLS OR MINES WITHOUT, HOWEVER THE RIGHT TO DRILL, MINE, STORE, EXPLORE OR OPERATE THROUGH THE SURFACE OR THE UPPER 500 FEET OF THE SURFACE OF THE PROPERTY, AS RESERVED BY WESTERN PROPERTIES SERVICE CORPORATION, AN ARIZONA CORPORATION DBA AS**



**WSLA DEVELOPMENT CORPORATION IN DEED RECORDED JUNE 30, 1988, AS INSTRUMENT NO. 181236 OFFICIAL RECORDS.**

**PARCEL 9: (APN PORTION OF 102-390-041)**

**THOSE PORTIONS OF LOT 1, OF TRACT NO. 20872-1, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON FILE IN MAP BOOK 161, PAGES 45 THROUGH 50 THEREOF, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 1 OF TRACT 23741, ON FILE IN MAP**

**BOOK 199, PAGES 75 THROUGH 79 THEREOF IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;**

**THENCE, ALONG THE SOUTHEASTERLY LINE OF LOT 1 OF SAID TRACT 23741, NORTH 51°15'06" EAST, A DISTANCE OF 158.73 FEET, TO AN ANGLE POINT ON THE NORTHWESTERLY LINE OF THE LAND DESCRIBED IN A DEED FROM THE CITY OF CORONA TO FORESTAR CORONA, LLC, RECORDED OCTOBER 3, 2014 AS INSTRUMENT NUMBER 2014-0377885, OFFICIAL RECORDS OF SAID COUNTY, SAID POINT BEARS SOUTH 51°15'06" WEST, 63.17 FEET FROM THE MOST NORTHERLY CORNER OF THE LAND DESCRIBED IN SAID DEED;**

**THENCE, ALONG SAID NORTHWESTERLY LINE OF SAID DEED, THE FOLLOWING COURSES AND DISTANCES:**

**SOUTH 38°43'49" EAST, 22.84 FEET;  
SOUTH 52°40'30" WEST, 205.23 FEET;  
NORTH 65°10'15" WEST, 31.62 FEET;  
SOUTH 73°55'56" WEST, 119.77 FEET;  
SOUTH 85°07'44" WEST, 159.68 FEET;  
SOUTH 57°06'46" WEST, 87.55 FEET;  
SOUTH 53°29'49" WEST, 43.02 FEET;  
NORTH 61°59'56" WEST, 11.08 FEET;**

**THENCE, LEAVING THE NORTHWESTERLY LINE OF SAID DEED, NORTH 53°29'49" EAST, A DISTANCE OF 48.11 FEET;**

**THENCE NORTH 57°09'28" EAST, A DISTANCE OF 265.72 FEET; THENCE NORTH 10°24'46" EAST, A DISTANCE OF 18.06 FEET;**

**THENCE NORTH 15°58'22" EAST, A DISTANCE OF 56.16 FEET TO AN ANGLE POINT ON THE SOUTHWESTERLY LINE OF LOT 1 OF SAID TRACT 23741;**

**THENCE, ALONG SAID SOUTHWESTERLY LINE OF LOT 1, SOUTH 69°55'44" EAST, A DISTANCE OF 76.35 FEET;**

**THENCE SOUTH 42°25'06" EAST, A DISTANCE OF 53.05 FEET;**



**THENCE SOUTH 58°53'32" EAST, A DISTANCE OF 67.45 FEET TO THE POINT OF BEGINNING.**

**EXCEPT ALL GAS, OIL, PETROLEUM AND OTHER HYDROCARBON SUBSTANCES AND MINERALS LYING**

**AND BEING 500 FEET, OR MORE, BELOW THE SURFACE OF SAID LAND WITH NO RIGHT TO ENTER UPON THE SURFACE OF SAID LAND FOR THE EXTRACTION AND/OR DEVELOPMENT FOR SAID SUBSTANCES AND MINERALS AS RESERVED BY PRESTON S. WRIGHT AND MAUDE A. WRIGHT, HIS WIFE, IN DEED RECORDED APRIL 20, 1955 AS INSTRUMENT NO. 25912, IN BOOK 1725, PAGE 332 OF OFFICIAL RECORDS AND RESERVED BY CORONITA HILLS, A PARTNERSHIP, IN DEED RECORDED JUNE 23, 1966 AS INSTRUMENT NO. 64862 OF OFFICIAL RECORDS.**

**ALSO EXCEPT ½ OF ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND MINERALS 500 FEET BELOW THE SURFACE WITHOUT THE RIGHT OF SURFACE RIGHTS OR RIGHT OF ENTRY IN THE SURFACE AS RESERVED BY ROBERT S. KIPPER, AS SUCCESSOR TRUSTEE OF THE CHARLES A. THOMAS TRUST, DATED SEPTEMBER 08, 1959 AND THE BARBARA T. BRAY TRUST, DATED FEBRUARY 06, 1975, IN DEED RECORDED OCTOBER 03, 1985 AS INSTRUMENT NO. 223600 OF OFFICIAL RECORDS.**

**PARCEL 10: (APN PORTION OF 102-390-042)**

**COMMENCING AT THE MOST EASTERLY CORNER OF TRACT 23741, ON FILE IN MAP BOOK 199, PAGES 75 THROUGH 79 THEREOF, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID POINT ALSO BEING THE MOST NORTHERLY CORNER OF THE LAND DESCRIBED IN A DEED FROM THE CITY OF CORONA TO FORESTAR CORONA, LLC, RECORDED OCTOBER 3, 2014 AS INSTRUMENT NUMBER 2014-0377885, OFFICIAL RECORDS OF SAID COUNTY;**

**THENCE, ALONG THE NORTHEASTERLY LINE OF SAID DEED AND THE SOUTHWESTERLY RIGHT OF WAY OF GREEN RIVER ROAD, 100 FEET WIDE, SOUTH 46°01'25" EAST, A DISTANCE OF 111.55 FEET TO THE MOST EASTERLY CORNER OF THE LAND DESCRIBED IN SAID DEED, SAID POINT ALSO BEING THE POINT OF BEGINNING;**

**THENCE, CONTINUING ALONG SAID SOUTHWESTERLY RIGHT OF WAY OF GREEN RIVER ROAD, SOUTH 46°01'25" EAST, A DISTANCE OF 149.10 FEET;**

**THENCE, LEAVING SAID RIGHT OF WAY, THE FOLLOWING COURSES AND DISTANCES:**

**SOUTH 43°58'35" WEST, 13.04 FEET;**

**SOUTH 64°43'56" WEST, 59.16 FEET;**

**NORTH 60°49'02" WEST, 32.16 FEET;**

**NORTH 81°23'06" WEST, 28.80 FEET;**

**SOUTH 78°23'16" WEST, 21.39 FEET;  
SOUTH 33°20'49" WEST, 4.55 FEET;  
SOUTH 38°59'52" EAST, 84.04 FEET;  
SOUTH 51°00'08" WEST, 47.95 FEET;  
NORTH 38°59'52" WEST, 81.47 FEET;  
SOUTH 59°32'26" WEST, 91.70 FEET;  
NORTH 89°58'17" WEST, 36.99 FEET;**

**THENCE SOUTH 74°34'08" WEST A DISTANCE OF 19.18 FEET TO A POINT ON THE  
EASTERLY LINE OF THE LAND DESCRIBED IN SAID DEED, SAID POINT BEARS  
SOUTH 39°18'51" WEST, 25.99 FEET FROM THE NORTHEASTERLY TERMINUS OF  
THAT CERTAIN COURSE DESCRIBED AS "SOUTH, 39°18'51" WEST, 51.73' ";**

**THENCE, ALONG SAID EASTERLY LINE OF SAID DEED, NORTH 39°18'51" EAST,  
A DISTANCE OF 25.99 FEET TO SAID NORTHEASTERLY TERMINUS OF SAID  
COURSE;**

**THENCE CONTINUING ALONG SAID EASTERLY LINE OF SAID DEED, THE  
FOLLOWING COURSES AND DISTANCES:**

**SOUTH 89°58'17" EAST, 34.94 FEET;  
NORTH 59°32'26" EAST, 94.85 FEET;  
NORTH 15°30'06" EAST, 41.71 FEET;  
NORTH 22°45'51" EAST, 39.20 FEET;  
NORTH 11°31 '24" EAST, 29.03 FEET;  
NORTH 36°23'33" EAST, 45.05 FEET;**

**THENCE NORTH 86°32'27" EAST, A DISTANCE OF 13.46 FEET TO THE POINT OF  
BEGINNING.**

**EXCEPT ALL GAS, OIL, PETROLEUM AND OTHER HYDROCARBON SUBSTANCES  
AND MINERALS LYING AND BEING 500 FEET, OR MORE, BELOW THE SURFACE  
OF SAID LAND WITH NO RIGHT TO ENTER UPON  
THE SURFACE OF SAID LAND FOR THE EXTRACTION AND/OR DEVELOPMENT  
FOR SAID SUBSTANCES AND MINERALS AS RESERVED BY PRESTON S. WRIGHT  
AND MAUDE A. WRIGHT, HIS WIFE, IN DEED RECORDED APRIL 20, 1955 AS  
INSTRUMENT NO. 25912, IN BOOK 1725, PAGE 332 OF OFFICIAL RECORDS AND  
RESERVED BY CORONITA HILLS, A PARTNERSHIP, IN DEED RECORDED JUNE  
23, 1966 AS INSTRUMENT NO. 64862 OF OFFICIAL RECORDS.**

**ALSO EXCEPT ½ OF ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES  
AND MINERALS 500 FEET BELOW THE SURFACE WITHOUT THE RIGHT OF  
SURFACE RIGHTS OR RIGHT OF ENTRY IN THE SURFACE AS RESERVED BY  
ROBERT S. KIPPER, AS SUCCESSOR TRUSTEE OF THE CHARLES A. THOMAS  
TRUST, DATED SEPTEMBER 08, 1959 AND THE BARBARA T. BRAY TRUST, DATED  
FEBRUARY 06, 1975, IN DEED RECORDED OCTOBER 03, 1985 AS INSTRUMENT NO.  
223600 OF OFFICIAL RECORDS.**

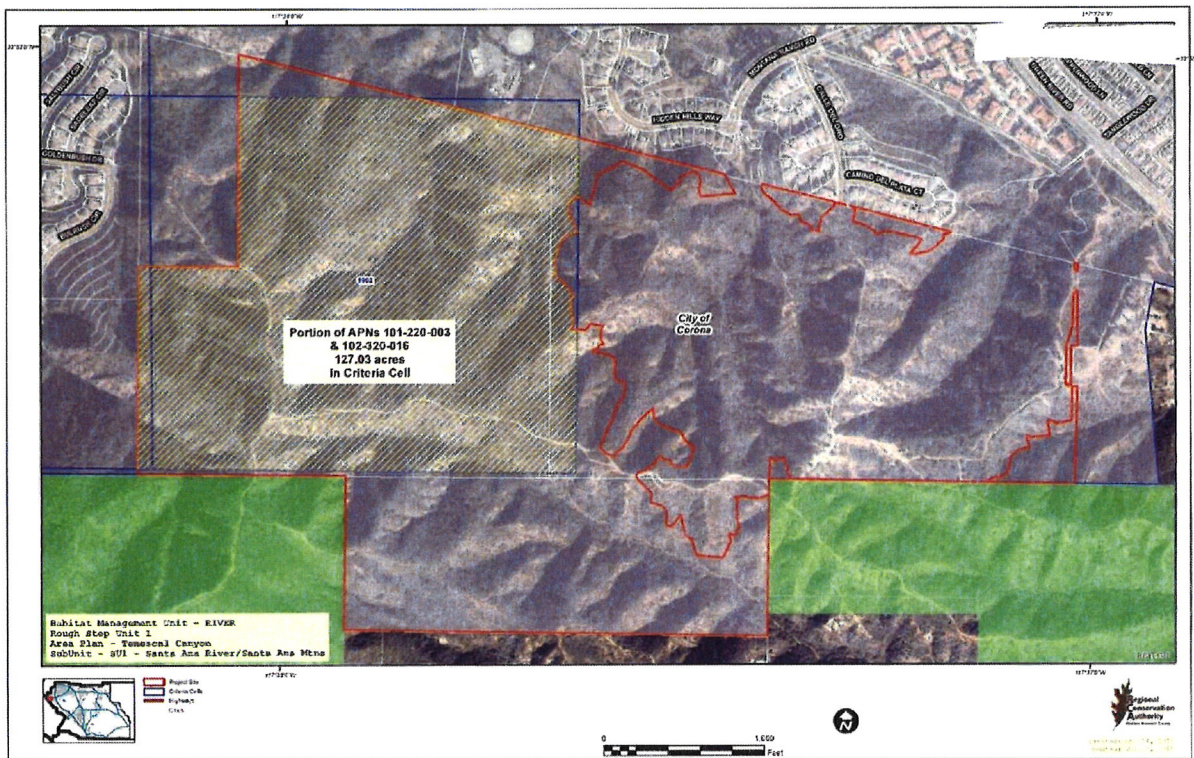
**EXHIBIT “B”**

**WESTERN RIVERSIDE COUNTY MULTIPLE SPECIES HABITAT CONSERVATION  
PLAN LOCAL DEVELOPMENT MITIGATION FEE CREDIT AGREEMENT**

**DEPICTION OF DONATED PROPERTY**

**[SEE ATTACHED]**





**EXHIBIT “C”**

**WESTERN RIVERSIDE COUNTY MULTIPLE SPECIES HABITAT CONSERVATION  
PLAN LOCAL DEVELOPMENT MITIGATION FEE CREDIT AGREEMENT**

**CONTRIBUTION DISCLOSURE FORM**

**[SEE ATTACHED]**





### 2018 RCA - Commonly Used Acronyms

ARL	Additional Reserve Lands
BUOW	Burrowing Owl
CALFIRE	California Department of Forestry and Fire Protection
CALTRANS	California Department of Transportation
CD	Consistency Determination
CDFG	California Department of Fish and Game
CDFW	California Department of Fish and Wildlife ( <i>formerly CDFG</i> )
CEQA	California Environmental Quality Act
CETAP	Community and Environmental Transportation Acceptability Process
CHD	Critical Habitat Designation
CIP	Capital Improvement Program
CNLM	Center for Natural Lands Management
EMWD	Eastern Municipal Water District
DBESP	Determination of Biologically Equivalent or Superior Preservation
EPD	Environmental Programs Department ( <i>Riverside County</i> )
ERP	Expedited Review Process
FY	Fiscal Year
HANS	Habitat Evaluation and Acquisition Negotiation Strategy
HMU	Habitat Management Unit
IC	Interchange
JPR	Joint Project Review
LDMF	Local Development Mitigation Fee
MOU	Memorandum of Understanding
MSHCP	Multiple Species Habitat Conservation Plan
OHV	Off-Highway Vehicle
PCL	Proposed Constrained Linkage
PQP	Public/Quasi-Public
PSE	Participating Special Entities
RCA	Regional Conservation Authority
RCD	Resource Conservation Districts
RCRCD	Riverside-Corona Resource Conservation District
RCOE	Riverside County Office of Education
RCTC	Riverside County Transportation Commission
RCTD	Riverside County Transportation Department
RMOC	Reserve Management Oversight Committee
ROVE	Recreation Off-Highway Vehicle Enforcement
SAWA	Santa Ana Watershed Association
SB	San Bernardino
SR	State Route
SWG	State Wildlife Grant
TAC	Technical Advisory Committee
TIFIA	Transportation Infrastructure Finance and Innovation Act
TUMF	Transportation Uniform Mitigation Fee
USFWS	United States Fish and Wildlife Service
UTM Nad 83 Zone 11	Meter Coordinate System for Maps
WIFIA	Water Infrastructure Finance and Innovation Act
WIIN	Water Infrastructure Improvements for the Nation
WA	Wildlife Agencies ( <i>USFWS &amp; CDFW</i> )
WCB	Wildlife Conservation Board
WPT	Western Pond Turtle
WRDA	Water Resources Development Act