

EXHIBIT A2
Proposal for FAIRWAY ESTATES HOA - Costs Per Day

DATE: 10/5/2015

INVOICE #: XX

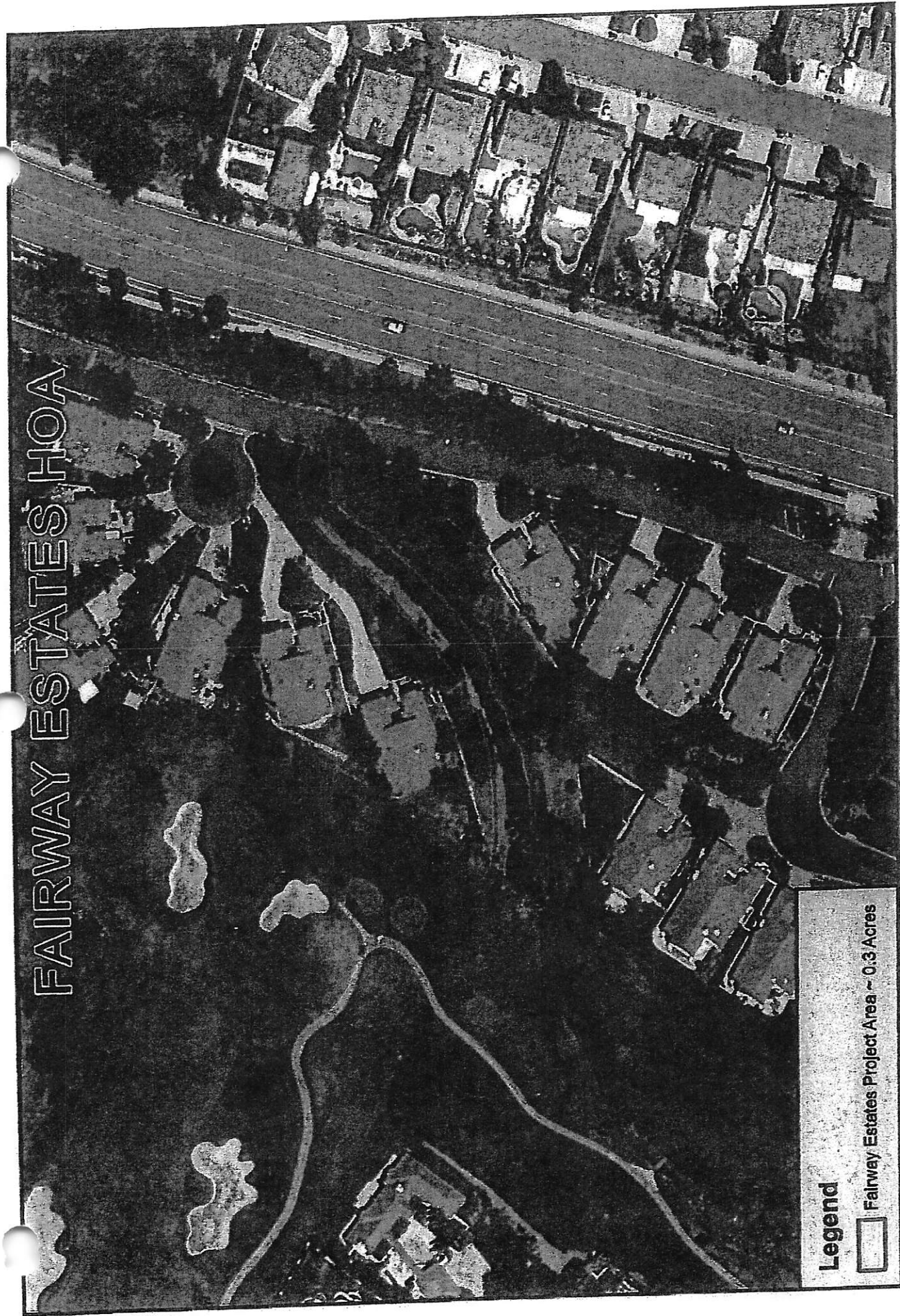
INVOICE #101

Employee Name	Classification	Total Project Hours	Hourly Billing Rate	Total Amount
CREW LEAD	RESTORATION TECH.	10.00		
TECH # 1	RESTORATION TECH.	10.00		
TECH #2	RESTORATION TECH.	10.00		
JAMES LAW	PROJECT MANAGER	6.00		
STAFF TOTALS				\$1,575.12
MILEAGE	152 Miles @ .615 = \$93.48			\$93.48
HERBICIDE TYPES		TOTAL OZ	COST PER OZ	TOTAL COST
RODEO		128.00	0.41	\$52.48
HABITAT		25.00	1.15	\$28.75
SUPER 7 SURFACTANT		28.00	0.28	\$7.84
COMPETITOR		50.00	0.37	\$18.50
Total Amount: \$1,776.17				
** This costs includes all tools, material, staff time and mileage per day to cut, treat and haul non-native biomass for Fairway Estates HOA.				

FAIRWAY ESTATES HOA - EXHIBIT A1

Item #	Item Category	Activity Category	Activity/Expense	Frequency	Cost(s)	Notes	
1	a	Annual Report	Required to operate under 1600 Permit	Once	\$390.10	Report to CDFW	5 Hours @ 78.02 Per Hour
2	a	Weed Control	Weed Removal/Treatment	2 Days @ \$1,776.17 (Includes mileage)	\$3,552.34	Remove dead branches & non-native invasives species off-site. Species include but are not limited to: Pampas grass, palm trees, pepper trees	
3	a	Monitoring	Monitoring Invasive Removal	1 Days - 6 Hrs @ 78.02 76 Miles @ 0.615	\$514.86	Weed Infestation, Monitoring & Work	6 Hours @ \$78.02 per hour Mileage - 76 miles = \$46.74
TOTAL					\$4,457.30		

FAIRWAY ESTATES HOA



Legend

 Fairway Estates Project Area ~ 0.3 Acres



40 20 0 40 Meters

MAINTENANCE SERVICES AGREEMENT

This Maintenance Services Agreement ("Agreement") is entered into this October 20, 2015, by and between the Bear Creek Master Association ("Association"), a California nonprofit mutual benefit corporation, and the Elsinore-Murrieta Anza Resource Conservation District, a California resource conservation district ("EMARCD") (collectively, the "Parties").

RECITALS

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

WHEREAS, EMARCD is able to provide such technical assistance to the Association, and the Association wishes to utilize the technical assistance according to the terms contained herein; and

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

AGREEMENT

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

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

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

3. **Funding of Actual Costs:**

(a) The Association shall pay EMARCD the sum of \$10,276.00 ("Maintenance Fee"), the explanation of which is detailed in Exhibit "A," upon the execution of this Agreement, and in consideration of EMARCD's performance of the Activities.

6. Insurance: Each Party to this Agreement shall, at its sole cost and expense, procure and maintain during the term of this Agreement the following insurance coverage:
(i) workers' compensation insurance required under state law; and (ii) a policy of general liability insurance written by one or more responsible insurance carrier(s) insuring against liability for injury to persons and/or property and death of any person or persons occurring in, on or about the Non-Conservation Basement Areas arising from the Parties,

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

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

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

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

their agents, consultants and subcontractors, with a liability limit under such insurance of not less than \$2,000,000 for the death or injury of any one person and not less than \$2,000,000 for any one accident and \$500,000 for property damage.

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

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

9. Cancellation: Either Party may cancel this Agreement at any time upon thirty (30) days' written notice by so notifying the other Party by certified mail. If this Agreement is properly cancelled, EMARCD shall withhold all costs and expenses incurred through that date from the amount paid to EMARCD pursuant to sections 3 or 4, and refund the balance to the Association within thirty (30) days' request therefor.

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

To EMARCD at:

Elsinore-Murrieta-Anza Resource
Conservation District (EMARCD)
31569 Canyon Estates Dr., Ste 113
Lake Elsinore, CA 92532

To Association at:

Bear Creek Master Association
22877 Bear Creek Drive North
Murrieta, CA 92562
Attn: Linda Alexander, General Manager

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

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

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

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

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

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

BEAR CREEK MASTER ASSOCIATION, a
California nonprofit mutual benefit corporation

Name: <u>[Signature]</u>	Name: <u>[Signature]</u>
Title: <u>Director</u>	Title: <u>HOA President</u>
Date: <u>11-20-15</u>	Date: <u>10-20-15</u>

EXHIBIT A

Description of Activities:

(1) Weeding: Remove and chip dead trees, branches, salt cedar, pampas grass, palm trees and 2 pepper trees. All chips will be hauled offsite.

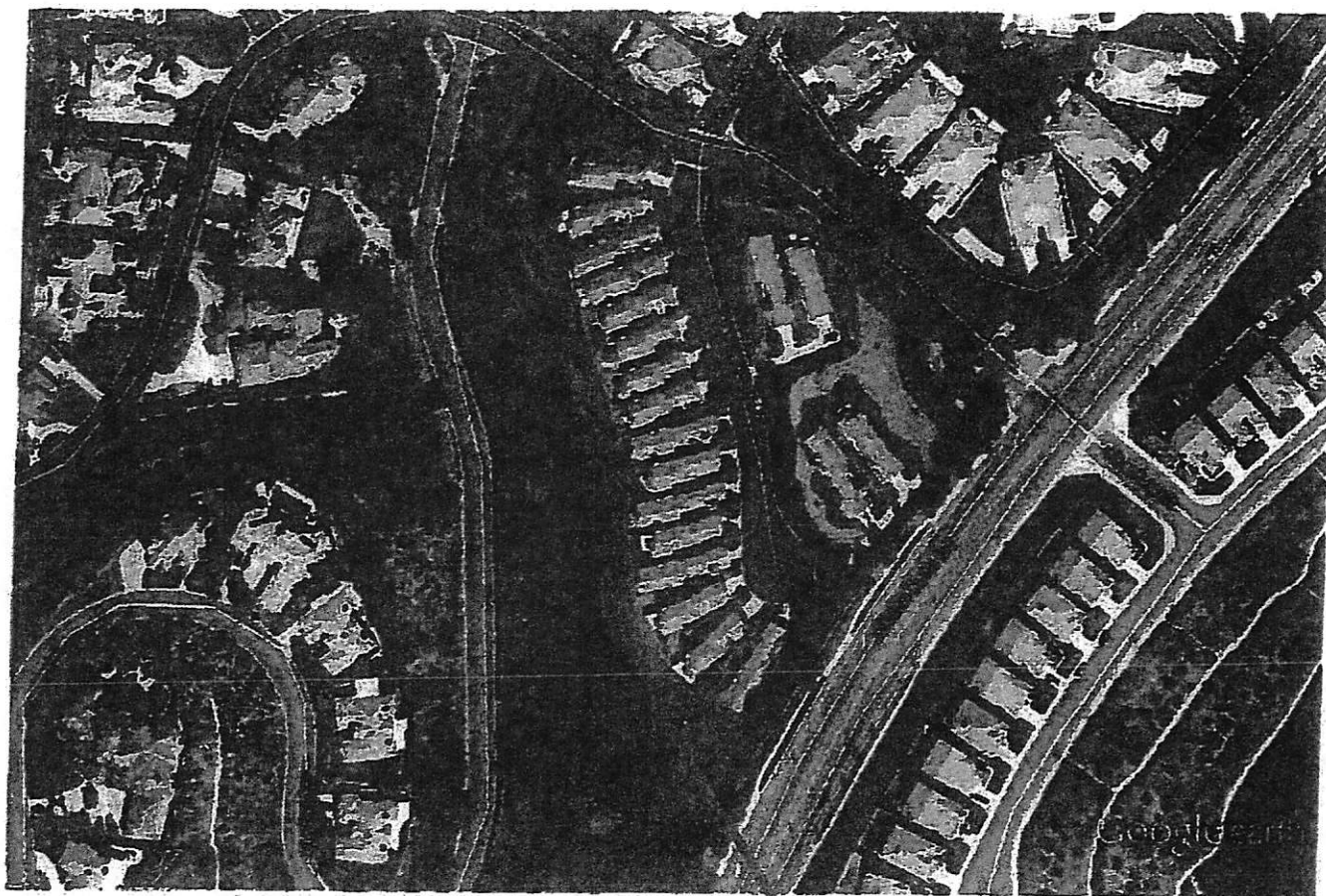
The Parties agree that EMARCD staff will have the discretion to determine the appropriate levels of weeding, trimming and debris removal for the area covered under this Agreement.

EMARCD ACTIVITIES SPREADSHEET

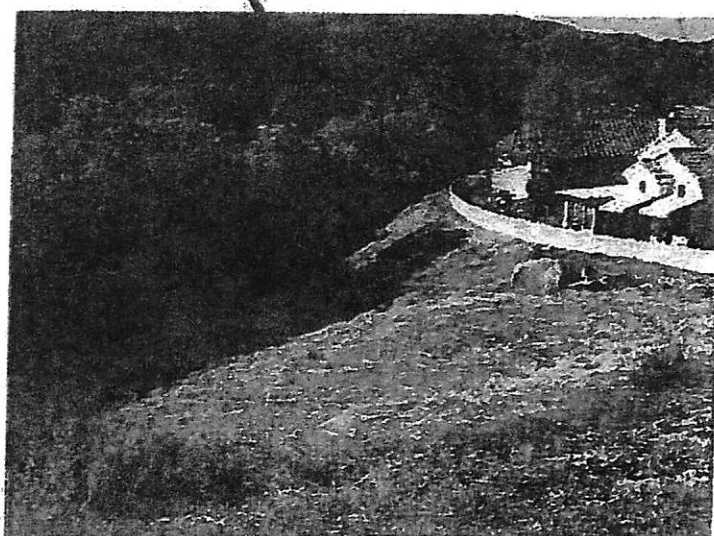
(See Attached)

EXHIBIT B
AERIAL PHOTOGRAPH

(See Attached)



Overview of residential lots adjacent to creek bed on the west. Note cleared non-native weeds along wall and rock outcrop to right of photo. Aerial shows rock and cleared area from above. Flow line of creek is shown in blue. Remaining native vegetation consists of red and black willow, sycamore, oak, mule fat and some understory herbs and perennials in good condition, although some plants are drought stressed. Brown circles are dead snags, which will be left, but fallen branches can be cut up.



MAINTENANCE SERVICES AGREEMENT

This Maintenance Services Agreement ("Agreement") is entered into this ____ day of October, 2015, by and between the Fairway Estates Homeowners Association, a California nonprofit mutual benefit corporation ("Association"), and the Elsinore-Muirleta Anza Resource Conservation District, a California resource conservation district ("EMARCD") (collectively, the "Parties").

RECITALS

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

AGREEMENT

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

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

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

Funding of Actual Costs:

a. The Association shall pay EMARCD the sum of \$5,524.00 ("Maintenance Fee"), the explanation of which is detailed in Exhibit "A," upon the execution of this Agreement in consideration of EMARCD's performance of the Activities.

b. The Parties agree that the Maintenance Fee is a reasonable amount calculated to cover the anticipated costs of the Activities. If the actual costs (including, without limitation, administrative staff time, overhead and related legal costs) exceed the anticipated costs, EMARCD shall bill the difference to the Association.

4. EMARCD's Streambed Alteration Agreement. EMARCD is permitted through the California Department of Fish and Game to conduct the Activities pursuant to its Streambed Alteration Agreement (Notification No. 1600-2012-0014-R6 ("1600 Permit"). The 1600 Permit

is non-transferable and will not be available for use for the Activities when this Agreement is terminated. In the event any changes are required to the 1600 Permit that may affect the performance of the Activities by EMARCD, the Parties will meet and confer to amend the Activities accordingly.

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

6. Insurance: Each Party to this Agreement shall, at its sole cost and expense, procure and maintain during the term of this Agreement the following insurance coverage: (i) workers' compensation insurance required under state law; and (ii) a policy of general liability insurance written by one or more responsible insurance carrier(s) insuring against liability for injury to persons and/or property and death of any person or persons occurring in, on or about the Non-Conservation Easement Areas arising from the Parties, their agents, consultants and subcontractors, with a liability limit under such insurance of not less than \$2,000,000 for the death or injury of any one person and not less than \$2,000,000 for any one accident and \$500,000 for property damage. Each Party shall name the other as Additional Insureds on the respective policies, and shall furnish the other with certificates of insurance issued by the appropriate insurance carrier(s) evidencing compliance with the terms of this Section and providing that such insurance shall not be canceled except after thirty (30) days written notice to the other Party.

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

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

9. Cancellation: Either Party may cancel this Agreement at any time upon thirty (30) days' written notice by so notifying the other Party by certified mail. If this Agreement is properly cancelled, EMARCD shall withhold all costs and expenses incurred through that date from the amount paid to EMARCD pursuant to sections 3 or 4, and refund the balance to the Association within thirty (30) days' request therefor.

10. Notices. Any notice, demand, request, consent, approval, or communication that

either Party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To BMARCD at:

To Association at:

Elsinore-Murrietta-Anza Resource Conservation District (BMARCD)
31569 Canyon Estates Dr., Ste 113
Lake Elsinore, CA 92532
Fairway Estates Homeowners Association
c/o Ms. Tiffany Kalishchevich, Professional
Community Management
11860 Pierce St., Suite 100
Riverside, CA 92505

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

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

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

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

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

ELSNORE-MURRIETTA-ANZA
RESOURCE CONSERVATION
DISTRICT, a California resource
conservation district
FAIRWAY ESTATES HOMEOWNERS
ASSOCIATION, a California nonprofit mutual
benefit corporation

Name: _____

Title: _____

Date: _____

EXHIBIT A

Description of Activities:

(1) Weeding: Remove and chip dead trees, branches, salt cedar, pampas grass, palm trees and 2 pepper trees. All chips will be hauled off sight.

The Parties agree that EMARCD staff will have the discretion to determine the appropriate levels of weeding, trimming and debris removal for the area covered under this Agreement.

EMARCD ACTIVITIES SPREADSHEET

(See Attached)

FAIRWAYESTATESHOA-EXHIBIT A

Item #	Item Category	Activity Category	Activity/Expense	Frequency	Notes	
1	a	Annual Report	Required to operate under 1800 Permit	Once	Report to CDFW	5 Hours
2	a	Weed Control	Weed Removal/Treatment	2 Day (Includes mileage)	Remove dead branches & non-native Invasives species off-site. Species include but are not limited to: Pampas grass, palm trees, pepper tree	
3	a	Monitoring	Monitoring_ Invasive Removal	1 Days - 6 Hrs	Weed Infestation, Monitoring & Work	6 Hours

EXHIBIT B

AERIAL PHOTOGRAPH

(See Attached)



37 35 50.47" N 113 45 57.40" W 400.374 m

MAINTENANCE SERVICES AGREEMENT

This Maintenance and Services Agreement ("Agreement") is entered into this ____ day of October, 2015, by and between the Country Club Villas Homeowner's Association ("Association"), a California nonprofit mutual benefit association ("Association"), and the Elsinore-Murrieta Anza Resource Conservation District, a California resource conservation district ("EMARCD") (collectively, the "Parties").

RECITALS

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

AGREEMENT

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

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

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

3. Funding of Actual Costs:

- a. The Association shall pay EMARCD the sum of \$7550.00 ("Maintenance Fee"), the explanation of which is detailed in Exhibit "A," upon the execution of this Agreement in consideration of EMARCD's performance of the Activities.
- b. The Parties agree that the Maintenance Fee is a reasonable amount calculated to cover the anticipated costs of the Activities. If the actual costs (including, without limitation, administrative staff time, overhead and related legal costs) exceed the anticipated costs, EMARCD shall bill the difference to the Association

4. EMARCD's Streambed Alteration Agreement. EMARCD is permitted through the California Department of Fish and Game to conduct the Activities pursuant to its Streambed Alteration Agreement (Notification No. 1600-2012-0014-R6 ("1600 Permit"). The 1600 Permit

is non-transferable and will not be available for use for the Activities when this Agreement is terminated. In the event any changes are required to the 1600 Permit that may affect the performance of the Activities by EMARCD, the Parties will meet and confer to amend Activities accordingly.

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

6. Insurance: Each Party to this Agreement shall, at its sole cost and expense, procure and maintain during the term of this Agreement the following insurance coverage: (i) workers' compensation insurance required under state law; and (ii) a policy of general liability insurance written by one or more responsible insurance carrier(s) insuring against liability for injury to persons and/or property and death of any person or persons occurring in, on or about the Non-Conservation Easement Areas arising from the Parties, their agents, consultants and subcontractors, with a liability limit under such insurance of not less than \$2,000,000 for the death or injury of any one person and not less than \$2,000,000 for any one accident and \$500,000 for property damage. Each Party shall name the other as Additional Insureds on the respective policies, and shall furnish the other with certificates of insurance issued by the appropriate insurance carrier(s) evidencing compliance with the terms of this Section and providing that such insurance shall not be canceled except after thirty (30) days written notice to the other Party.

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

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

9. Cancellation: Either Party may cancel this Agreement at any time upon thirty (30) days' written notice by so notifying the other Party by certified mail. If this Agreement is properly cancelled, EMARCD shall withhold all costs and expenses incurred through that date from the amount paid to EMARCD pursuant to sections 3 or 4, and refund the balance to the Association within thirty (30) days' request therefor.

10. Notices. Any notice, demand, request, consent, approval, or communication that

either Party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To EMARCD at:

Elsinore-Murrieta-Anza Resource
Conservation District (EMARCD)
31569 Canyon Estates Dr., Ste 113
Lake Elsinore, CA 92532

To Association at:

Country Club Villas Association

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

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

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

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

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

COUNTRY CLUB VILLAS HOMEOWNERS'
ASSOCIATION, a California nonprofit mutual
benefit corporation

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

Description of Activities:

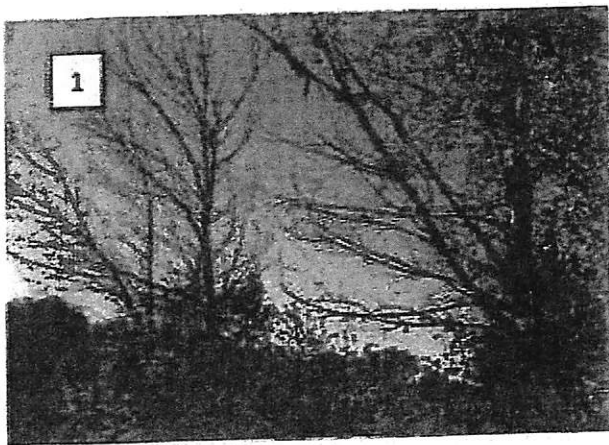
(1) Weeding: Remove and chip dead trees, branches, salt cedar, pampas grass, palm trees and 2 pepper trees. All chips will be hauled off sight.

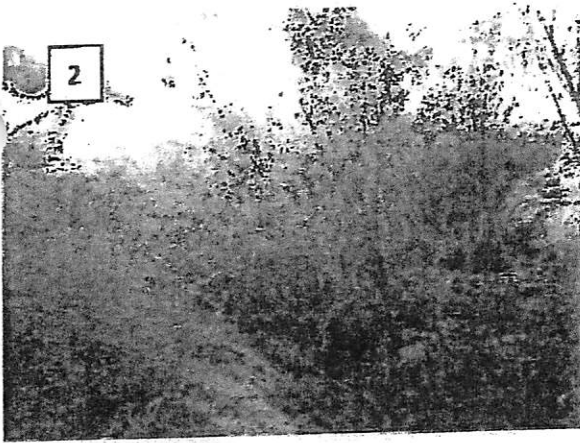
The Parties agree that EMARCD staff will have the discretion to determine the appropriate levels of weeding, trimming and debris removal for the area covered under this Agreement.

Country Club Villas



Lower Slaughterhouse Creek – Bear Creek HOA drainage clearance area in yellow





1. Removal of dead cottonwoods along Bear Creek Dr. at creek crossing. 2. Removal of dead willows and mule fat in drain bottom. 3. Removal of tamarisk, pampas grass and palm trees to improve flow of flood waters.





Lower Slaughterhouse Creek Removal Summary:

The lower Slaughterhouse Creek drainage consists of a bank lined channel through open space and residential areas of the Bear Creek Golf Course and oak woodland and riparian areas of the creek. The creek has tamarisk, pampas grass, annual grasses and some storm debris around native mule fat and willow seedlings. A substantial amount of sediment has accumulated on the bottom of the concrete channel, leading to colonization of plants in this sediment. Sediment will not be removed, but any non-native plants will be cut and treated with a systemic herbicide to kill any regrowth. Some dead mule fat and willow will be cut back to allow flood flows to pass and reduce blockage.

***This work does not include removal of native vegetation, wind-blown trash or trimming of any landscape plants. Work to be done in accordance with Department of Fish and Wildlife 1600 Permit standards and applicable laws. Removal and control will be on a one-time basis and any control of future regrowth or new seedlings will be done at additional cost.**

This lower creek drainage removal will be in addition to the upper Slaughterhouse Creek and side drainage proposals submitted last year and this spring, respectively. All photos show current conditions of the sites and do not reflect any flood damage, fire or other occurrence after the time of the photo.



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



October 6, 2015

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

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

Dear Ms. Long:

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

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

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

Letter to Ms. Vicki Long
October 6, 2015

Page 2 of 2

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

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

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

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

Respectfully,



Karl L. Osmundson
Biology Group Manager

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

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

Agreed and Accepted:

ELSINORE MURRIETA ANZA RESOURCE CONSERVATION DISTRICT

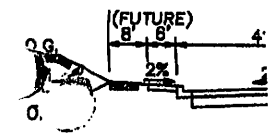
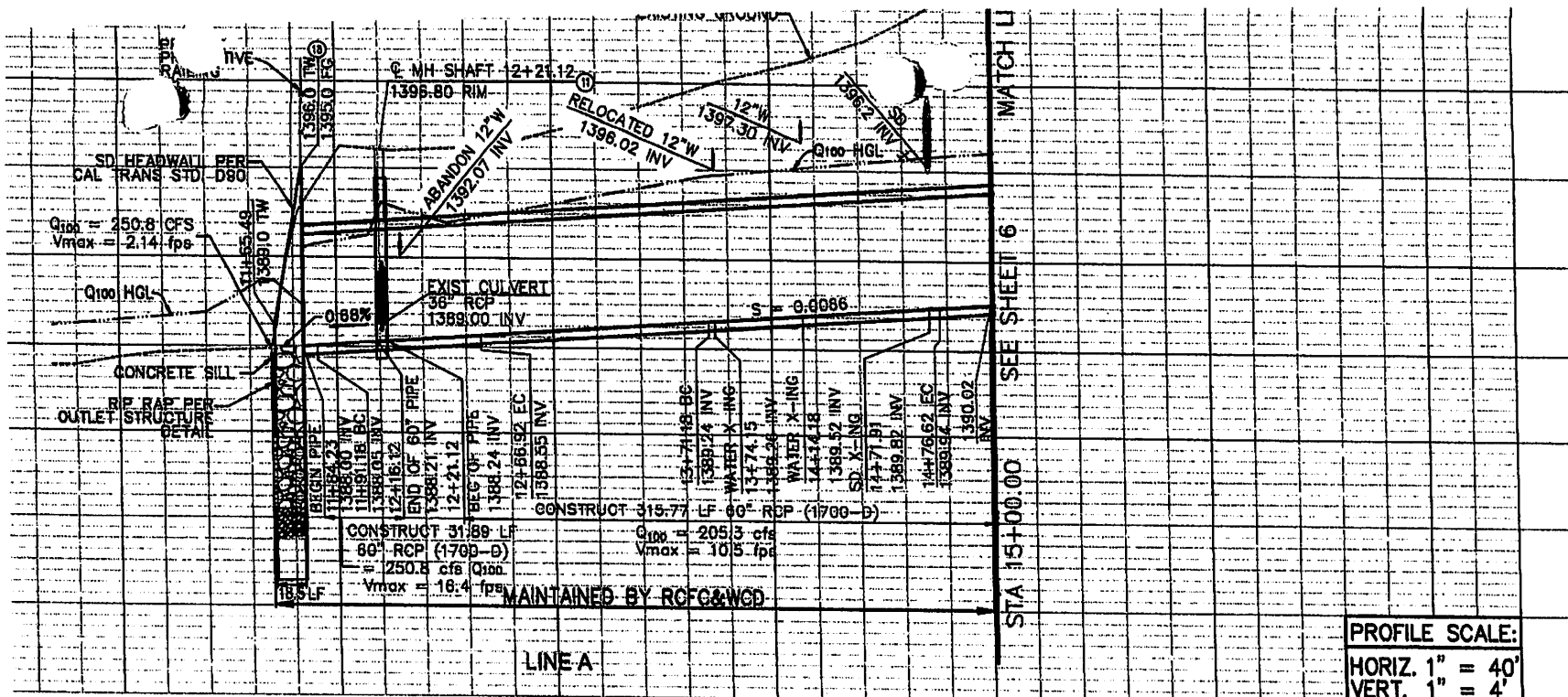
By: _____

Name: _____

Date: _____

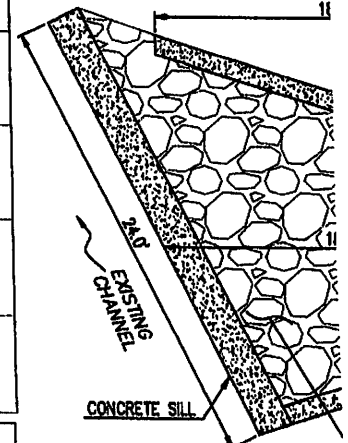
Agreement to Fund Removal of Non-Native Plant Species within the Segment of the Benton Channel between easternmost stormwater outfall structure (including all
distance resulting from the project) to the closest downstream outfall structure to the west (about 200 feet away), and to perform monitoring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

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

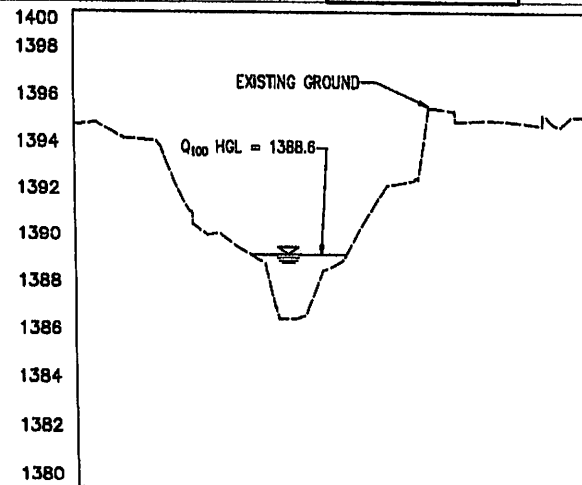
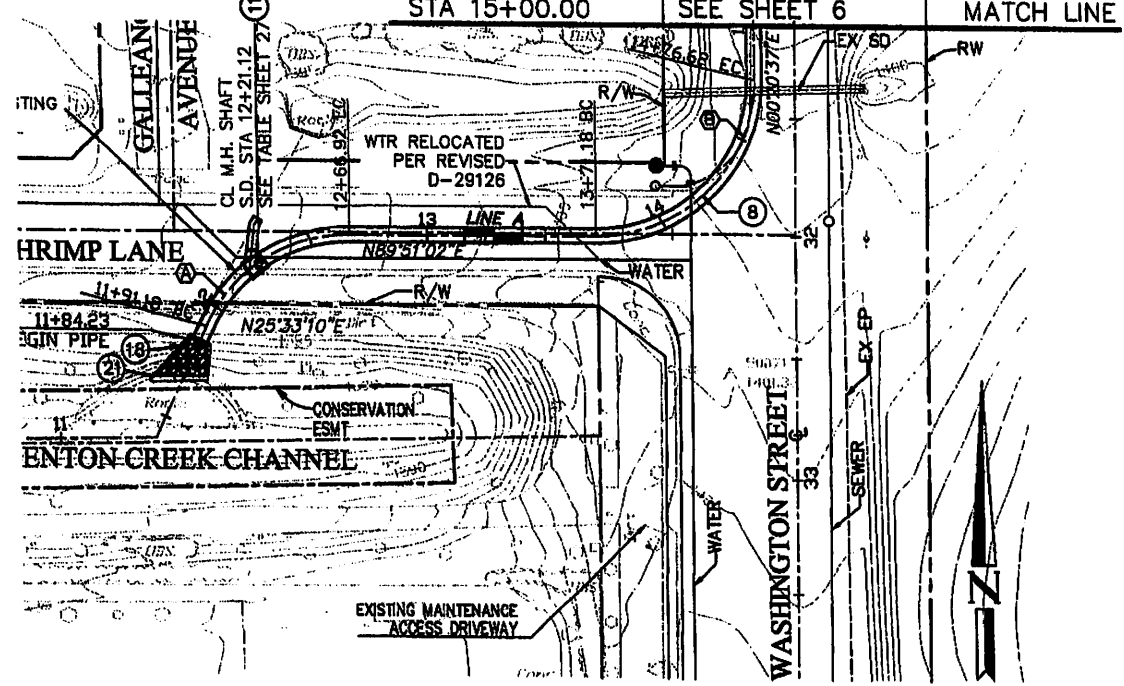


SECTION
TYPICAL FROM

20
SCALE



PI COORDINATE
N28862.64; E59761.48
N28663.19; E59975.07



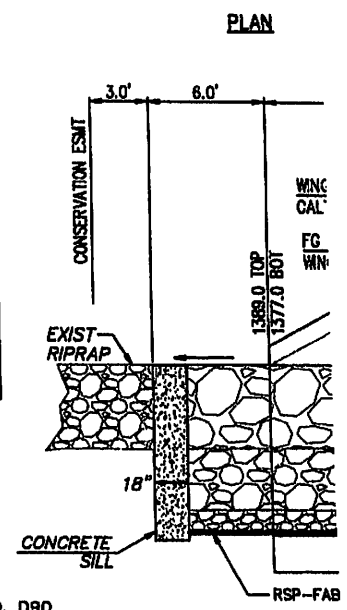
EXISTING DRAINAGE CHANNEL

SECTION A1 AT STATION 10+68.00

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

CONSTRUCTION NOTES

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



(18) (21) SD LINE A OUTLET

ELEV

SCALE

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE ELSINORE MURRIETA ANZA RESOURCE
CONSERVATION DISTRICT AND THE CITY OF
MURRIETA COMMUNITY SERVICES DISTRICT
REGARDING HABITAT CREATION,
RESTORATION AND ENHANCEMENT ON
CONSERVANCY LANDS**

This Memorandum of Understanding ("MOU") is entered into between the Elsinore Murrieta Anza Resource Conservation District, a California resource conservation district ("Conservation District"), and the City of Murrieta Community Services District, a California Community Services District organized pursuant to California Government Code section 61000 *et seq.* ("Murrieta CSD"), as of June 2, 2009 (the "Effective Date"). Conservation District and Murrieta CSD are sometimes referred to in this MOU individually as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, Conservation District is a resource conservation district formed for the control of runoff, the prevention or control of soil erosion, the development and distribution of water, and the improvement of land capabilities pursuant to Public Resources Code section 9151 *et seq.*, and may accept grants of money, land, and conservation easements to carry out its purposes, and may establish and charge fees for services provided upon request pursuant to Public Resources Code sections 9401 *et seq.*; and

WHEREAS, the Parties expect that the U.S. Army Corps of Engineers, the U.S. Fish and Wildlife Service, the California Department of Fish and Game, the Regional Water Quality Control Boards, and other regulatory agencies (collectively, "Regulatory Agencies") will continue to require third parties not a part of this MOU (qualified mitigation contractors) to create, restore, or enhance riparian or other lands in the manner commonly performed by Conservation District ("Restoration Activities") as environmental mitigation to offset the impacts of residential, commercial, and industrial development; and

WHEREAS, Conservation District routinely sells creation, enhancement or restoration credits to qualified mitigation contractors ("Contractors") often at the suggestion of the Regulatory Agencies; and

WHEREAS, there is a diminishing amount of land owned by Conservation District upon which Restoration Activities can be performed; and

WHEREAS, Murrieta CSD owns various lands in fee and holds conservation easements for lands which are in need of restoration ("Murrieta CSD Lands"); and

WHEREAS, Murrieta CSD is amenable to working with Conservation District to allow for Conservation District to conduct Restoration Activities on Murrieta CSD Lands; and

WHEREAS, Murrieta CSD authorizes the Conservation District to conduct restoration activities subject to the terms and conditions of this agreement; and

WHEREAS, the Parties desire to enter into this MOU to work together to achieve their common purposes,

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, Elsinore Murrieta Anza Resource Conservation District and City of Murrieta Community Services District agree to the following:

1. Incorporation of Recitals

The Parties hereby affirm the facts set forth in the Recitals above and agree to the incorporation of the Recitals as though fully set forth herein.

2. Inventory

(a) Conservation District and Murrieta CSD agree to jointly conduct an inventory ("Inventory") of Murrieta CSD Lands to produce a list of Murrieta CSD Lands that may be eligible and available for Conservation District Restoration Activities. The Parties acknowledge and agree that Murrieta CSD shall have the right, in its sole discretion, to exclude any real property it owns from such list. Similarly, Conservation District shall have the right, in its sole discretion, to refuse to conduct Restoration Activities on any specific Murrieta CSD Lands.

(b) As part of the Inventory, Conservation District and Murrieta CSD shall undertake a historical review of the properties and the underlying grant deeds or conservation easement deeds which conveyed the real property to Murrieta CSD to ensure that Conservation District Restoration Activities will not conflict with any applicable legal or other requirements, including, but not limited to, any permits issued by the Regulatory Agencies that may affect the real property at issue. If necessary, the Parties may consult with the appropriate Regulatory Agency to determine whether any conflicts exist.

(c) The Inventory shall be updated from time to time to reflect newly acquired properties or to remove existing properties at the sole discretion of Murrieta CSD.

(d) The Parties shall each bear their own costs and expenses associated with the Inventory, unless otherwise agreed to in writing by the Parties.

3. Procedure for Conducting Conservation District Restoration Activities on Murrieta CSD Lands

After the Inventory is completed or, if a potential mitigation project is identified by the Murrieta CSD before the Inventory is completed, the following procedure shall be instituted to allow Conservation District to conduct Restoration Activities on Murrieta CSD Lands:

(a) Conservation District may conduct Restoration Activities only on Murrieta CSD Lands identified in the Inventory, unless otherwise agreed to by Murrieta CSD. Conservation District shall give Murrieta CSD written notice, or any other notice deemed acceptable by Murrieta CSD, regarding potential Restoration Activities on Murrieta CSD Lands. Conservation District shall provide Murrieta CSD a written description of the specific

Restoration Activities to be undertaken. This written description requirement may be satisfied through submission to Murrieta CSD of a copy of any regulatory permit issued to the Conservation District along with a description of that portion of the regulatory permit terms and conditions Conservation District has been asked to undertake.

(b) Murrieta CSD shall have forty-five (45) working days to respond to the Conservation District submission referenced in subparagraph (a), above. Murrieta CSD, in its reasonable discretion, may refuse to allow Conservation District to undertake the Restoration Activities for any particular proposed project or any particular contractor. If Murrieta CSD does not respond to Conservation District within forty-five (45) working days, Conservation District can reasonably presume that the Murrieta CSD has denied the proposal.

(c) Conservation District shall have primary responsibility for undertaking any activities necessary to accomplish the transactions with the Contractors and the Restoration Activities.

(d) Conservation District and Murrieta CSD agree to work together to explain their relationship under this MOU to the Regulatory Agencies, if necessary, to efficiently implement regulatory requirements.

(e) The Parties agree to work together to determine in advance how ongoing and perpetual management of Murrieta CSD Lands, upon which Restoration Activities have been undertaken will be accomplished after funding is exhausted.

(f) Either Party may request to meet and confer with the other Party at any time regarding any issue that arises under this MOU.

4. Conservation District agrees:

(a) That legal title to the Murrieta CSD Lands used for Restoration Activities will continue to be held by the Murrieta CSD.

(b) Murrieta CSD shall not be liable, in law or equity, if the Restoration Activities performed are determined in any way, by any person or agency, to be insufficient for mitigation or regulatory compliance purposes under applicable statutes, laws and regulations. If any Regulatory Agency later determines that the mitigation as set forth in any mitigation plan or any regulatory permits is insufficient, Murrieta CSD shall not be in any way responsible for satisfying further obligations that may be imposed. No responsibility or liability, therefore, shall accrue to Murrieta CSD. No fee or other charge request pursuant to Public Resources Code sections 9401 *et seq.* shall be imposed against Murrieta CSD pursuant to this Agreement.

(c) Conservation District shall obtain and maintain any and all insurance necessary to undertake Restoration Activities on Murrieta CSD Lands. Murrieta CSD, and in the case of easement interests of Murrieta CSD, the City of Murrieta, shall be named as an additional insured(s).

5. Murrieta CSD agrees:

(a) To cooperate with Conservation District on mutually beneficial projects and to provide Conservation District with information, maps, property boundaries and ownership information, and any other information necessary to facilitate Restoration Activities on Murrieta CSD Lands.

6. Term and Termination.

The term of this MOU shall be for a period of five (5) years from the Effective Date of this MOU ("expiration date") subject to renewals of one (1) year at a time. Annual renewals shall be automatic unless either party elects not to renew by providing written notice at least thirty (30) days prior to the expiration of the then current term.

7. No Third Parties.

Except for Contractors or consultants hired by Conservation District, Conservation District specifically agrees that it will not allow any third party to perform any restoration and/or conservation on the Conservation Easements or other property Murrieta CSD owns or upon which Murrieta CSD holds a conservation easement.

8. Notices

The persons and their addresses having authority to give and receive notices under this MOU are:

Elsinore Murrieta Anza Resource Conservation
District:
Board of Directors
23905 Clinton Keith Road, #114-165
Wildomar, CA. 92595
(951) 698-9566

City of Murrieta Community
Services District:
Mr. Bob Kast
One Town Square
24601 Jefferson Avenue
Murrieta, CA 92562
(951) 304-2489

Any notices from either party to the other shall be given in writing to the attention of the persons listed above, or to other such addresses or addressees as may hereafter be designated in writing for notices by either party to the other. Notice shall be served personally, sent by facsimile, or by first-class mail, postage prepaid.

9. Indemnification.

(a) Murrieta CSD shall not be liable for, and Conservation District shall defend (with attorneys approved by Murrieta CSD), indemnify, and hold harmless Murrieta CSD, the City of Murrieta and their officers, agents, employees and volunteers (collectively "City Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees, and court costs ("Claims"), which arise out of or are in any way connected to use of Murrieta CSD Lands

by Conservation District, and covered by this MOU, arising either directly or indirectly from any act, error, omission or negligence of Conservation District or its officers, employees, agents, contractors, licensees or servants. Conservation District shall have no obligation, however, to defend or indemnify City Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of City Parties.

10. Miscellaneous.

(a) Neither Party may assign its rights or obligations under this MOU without the express written consent of the other Party.

(b) The rights and obligations set forth herein are intended exclusively for the benefit of the Parties hereto and shall not be construed to convey any rights or remedies to any third party, except as provided in Section 9.

(c) This MOU contains the entire understanding between the Parties with respect to its subject matter, and supersedes all prior agreements, oral or written, and all prior or contemporaneous discussions or negotiations between the Parties. This MOU cannot be amended except in writing signed by both Parties.

(d) The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this MOU.

(e) Each and all of the understandings and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

(f) If any portion of this MOU is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

(g) No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

(h) This MOU and all documents executed and delivered in connection herewith shall be governed by the laws of the State of California.

(i) If any legal action or other proceeding is brought for the enforcement of this MOU, the prevailing party shall be entitled to recover reasonable attorneys' fees, expenses, and other costs incurred in that action or proceeding in addition to any other relief to which such party may be entitled.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the Effective Date.

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

CITY OF MURRIETA COMMUNITY
SERVICES DISTRICT, a California
Community Services District

By: 

Name: Vicki Long
President, Board of Directors

By: 

Name: Gary Thomasian, Mayor
Attest: A. Kay Kinson, City Clerk

Subj: FW: In-Lieu-Fee report for work on City of Murrieta Properties
Date: 6/18/2009 1:33:52 PM Pacific Daylight Time
From: RKast@murrieta.org
To: Vickiglong@aol.com
File: ssionRCDACOEIn-Lie-FeeProgramCityofMurrietaSitesReportlr.pdf (4324668 bytes) DL Time (44000 bps): < 27 minutes

Sent from the Internet (Details)

Vicki,

Could you take a look at this and let me know your thoughts?

Thank You,
Bob Kast
Parks Maintenance Superintendent
City of Murrieta
(951) 461-6124

From: Mitchell, Judy - Fallbrook, CA [mailto:Judy.Mitchell@ca.nacdn.net]
Sent: Friday, June 12, 2009 2:15 PM
To: Jeff Brandt
Cc: Kast, Robert (Comm Svcs)
Subject: FW: In-Lieu-Fee report for work on City of Murrieta Properties
Importance: High

From: Jason Giessow [mailto:jgiessow@cox.net]
Sent: Friday, June 12, 2009 12:37 PM
To: Mitchell, Judy - Fallbrook, CA
Subject: FW: In-Lieu-Fee report for work on City of Murrieta Properties
Importance: High

Hi Michelle and others,

Mission RCD has been working under an In-Lieu-Fee agreement between the ACOE and the RCD since 1999 on the Santa Margarita Watershed. The program carried out mitigation on City of Murrieta lands in 2003, 2004 and 2005. Recently the City has blocked access to the project areas. ACOE program managers requested an inventory of the project areas so that they could be formally counted as mitigation areas. This report and GIS coverage delineate project areas under the ACOE In-Lieu-Fee program on City of Murrieta property.

Please be aware of these mitigation sites when authorizing new mitigation and enhancement areas within the City of Murrieta.

Also note the letter of authorization from Bob Kast of the City of Murrieta and the City itself has used the In-Lieu-Fee program to mitigate impacts on its own projects.

I called Michelle- but she is out on leave. So then I talked with Robert who recommended that we send this to you Crystel. Tiffany is receiving it due to other Murrieta Creek projects that the ACOE is initiating- be aware that these areas have been used as mitigation.

Thanks,

Judy Mitchell

Thursday, July 02, 2009 America Online: Vickiglong



MEMORANDUM

RIVERSIDE COUNTY COUNSEL

DATE: August 2015

TO: Elsinore Murrieta Anza Resource Conservation District Board of Directors

FROM: Melissa R. Cushman, Deputy County Counsel

RE: EMARCD: The Law Relating to California Fish and Wildlife Due Diligence Requirements for Mitigation Endowments

What is the law relating to California Department of Fish and Wildlife's ("CDFW") due diligence requirements for mitigation endowments?

BACKGROUND

In 2012, SB 1094 modified the requirements for mitigation endowments. "Endowment" is now defined as "funds . . . held as charitable trusts that are permanently restricted to paying the costs of long-term management and stewardship of the mitigation property for which the funds were set aside." (Gov. Code, § 65965(a).) Such endowments must have principal amounts reasonably anticipated to cover the annual stewardship costs of the respective property in perpetuity. (Gov. Code, § 65965(b).) The requirements for who can be an endowment holder were also changed by SB 1094. For endowments created after January 1, 2012, the endowment holder must generally be one of the following: (1) the agency or agencies that required the mitigation; (2) the governmental entity, special district, or nonprofit that holds the property for conservation purposes; or (3) the governmental entity or special district that retains the property after conveying an interest in the property for conservation purposes if that governmental entity or special district is protecting, restoring, or enhancing the property that was retained. (Gov. Code, § 65968(b).)

CDFW and all other state and local agencies must exercise due diligence in reviewing the qualifications of a governmental entity, special district, or nonprofit to effectively manage and steward land, water, or natural resources. (Gov. Code, § 65967(c).) An entity wishing to hold an endowment must meet the above requirements and certify to CDFW and the project proponent or the holder of the mitigation property or conservation easement that the prospective endowment holder: (1) has the capacity to effectively manage the mitigation funds; (2) has the capacity to achieve reasonable rates of return on the investment of those funds similar to those of other prudent investors and would manage and invest the endowment in good faith; (3) utilizes generally accepted accounting practices as promulgated by either the Financial Accounting

Standards Board or Government Accounting Standards Board; and (4) would be able to ensure the funds are accounted for and tied to a specific property.

In determining whether an entity is an acceptable endowment holder, CDFW reviews the application of the prospective holder and conducts due diligence review to ensure they meet the above specific criteria to reduce the risk of fund loss or mismanagement. The ten-page CDFW Mitigation Land Application is available at <https://www.wildlife.ca.gov/Conservation/CESA/Endowments> and is attached hereto. The application requires information relating to, among others, how the applying entity's Board of Directors is actively engaged in governance activities; how the Board reviews, approves, and documents budgets, periodic reviews of investments, and the financial status of applicants; what the process is for periodic evaluation of the entity's Executive Director or General Manager; explaining the entity's process for acquiring real property and the involvement of its Board in the process; whether the Board has a conflict of interest policy and how it is implemented and reviewed; the number of staff and volunteers; and the entity's budget and programs. (Application at pp. 5-6.) The entity is also requested to provide financial statements and audits from the prior three years or explain why these are not available. (*Id.* at p. 7.)

CDFW may require a one-time fee from an entity applying to hold mitigation lands. (Gov. Code, § 65966(f).) Approximately two dozen entities have been approved to hold and manage mitigation lands pursuant to Government Code section 65965 et seq. (See CDFW website, Mitigation Land Management and Endowments, available at <https://www.wildlife.ca.gov/Conservation/CESA/Endowments>.)

Once an entity is approved as an endowment holder, the entity has additional requirements. For example, it must submit an annual fiscal report to CDFW. This report must contain the following elements: (1) the balance of each individual endowment at the beginning of the reporting period; (2) the amount of any contribution to the endowment during the reporting period, including gifts and grants; (3) the net amounts of investment earnings, gains, and losses during the reporting period; (4) the amounts distributed during the reporting period that would accomplish the purpose for which the endowment was created; (5) administrative expenses charged to the endowment; (6) the balance of the endowment at the end of the reporting period; (7) the specific asset allocation percentages; and (8) the most recent financial statements for the organization audited by an independent auditor who is, at a minimum, a certified public accountant. (Gov. Code, § 65966(e).)

Subj: RE: In-lieu fee
Date: 7/7/2009 2:25:38 PM Pacific Daylight Time
From: Michelle.L.Mattson@usace.army.mil
To: vickiglong@aol.com
CC: JBrandt@dfg.ca.gov, Esqaicp@wildblue.net, jrobertus@waterboards.ca.gov, JSmith@waterboards.ca.gov, rkast@murrieta.org, Tiffany.A.Troxel@usace.army.mil, gspilotis@lafco.org, ccraig@lafco.org, AMilloy@dfg.ca.gov, MDFlores@dfg.ca.gov
Sent from the Internet (Details)

Hi Vicky,

I'll be returning from medical leave next Monday, July 13th and will try to get up to speed on the issues concerning the Mission RCD and the EMARCD. We should have a conference call and/or a pre-application meeting prior EMARCD submitting an application for an in-lieu fee program. I'm available the week of July 20th. At a minimum, I would like to visit the field sites where EMARCD would be proposing enhancement and/or restoration of aquatic resources and buffer areas. In addition, I will need maps that show where MRCD has done work and for how long (I may have these) and maps of the locations where EMARCD proposes work - these can not overlap unless different restoration activities are planned that can further enhance the resources. If monitoring or management of MRCD areas is still needed, I will need to work with our legal staff to determine what credit, if any can be given for those activities.

Thank you,
Michelle

Michelle Lee Mattson
Sn Project Manager, Regulatory Branch
US Army Corps of Engineers, San Diego Section
6010 Hidden Valley Rd, Ste 105, Carlsbad, California 92011
phone (760) 602-4835 fax (760) 602-4848
Michelle.L.Mattson@usace.army.mil

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

From: vickiglong@aol.com [mailto:vickiglong@aol.com]
Sent: Monday, June 22, 2009 12:16 PM
To: Mattson, Michelle L SPL
Cc: JBrandt@dfg.ca.gov; Esqaicp@wildblue.net; jrobertus@waterboards.ca.gov; JSmith@waterboards.ca.gov; rkast@murrieta.org; Troxel, Tiffany A SPL; gspilotis@lafco.org; ccraig@lafco.org; AMilloy@dfg.ca.gov; MDFlores@dfg.ca.gov
Subject: In-lieu fee

Michelle,

I am writing this email to make you aware of a legal problem. Mission RCD was ordered by the Riverside County LAFCO Commission to stop all work in the Elsinore Murrieta Anza RCD (EMARCD) since Mission RCD has no legal right to work outside its boundary. San Diego County line is Mission's boundary. In a recent email I received from the City of Murrieta Judy Mitchell is trying to continue to work in EMARCD and Riverside County.

Judy Mitchell attended the LAFCO hearing last fall and told the LAFCO Commission all Army Corp. commitments in EMARCD and Riverside County were finished in Feb. 09. The LAFCO Commission told Judy Mitchell at that time she to stop work in Riverside County in Feb. and no other work would be permitted.

Friday, July 10, 2009 America Online: Vickiglong

Michelle, EMARCD is working on a mitigation bank to be used for our own in-lieu fee program. As you know the regulations have changed and the Corp. favors banks instead of easements. EMARCD owns 75 acres of quality habitat that can be used for the Corp.

EMARCD and the City of Murrieta have an MOU to work on about 400 acres of easements within the City and EMARCD will be submitting a proposal to Army Corp soon.

EMARCD is a working member of SAWA and is familiar with the new changes of the Corp. regulations.

If there are any unfinished Army Corp. commitments within the City of Murrieta or any where in our District contacted by Mission RCD then the EMARCD would accept transfer of funds for monitoring and completion of those projects.

Please contact me to discuss this issue as soon as possible before more laws are violated by Mission RCD.

Vicki Long
EMARCD President
1-951-698-9386

A Good Credit Score is 700 or Above. See yours in just 2 easy steps!
<<http://pr.atwola.com/promocik/100126575x1221823273x1201398689/aol?redir=http://www.freecreditreport.com/pm/default.aspx?sc=668072%26hmpgID=62%26bcd=Junes>
taps/footerNO62>

Sent to:

michelle.l.mattson@usace.army.mil

crystal.l.doyle@usace.army.mil

Tiffany.R.Kayama@usace.army.mil

Robert.r.smith@spl01.usace.army.mil

DFG: Jeff Brandt

RWCB: Mike Porter mporter@waterboards.ca.gov

Thursday, July 02, 2009 America Online: Vickiglong

FUTURE AGENDA ITEMS

Elsinore Murrieta Anza Resource Conservation District

ANNUAL WORK PLAN

2015-2016

MISSION STATEMENT

The EMA RCD promotes conservation practices of natural resources, opportunities for public education and participation, and a sustainable quality of life for communities within the district

INTRODUCTION

Resource Conservation Districts (RCD's) are organized for the purposes of soil, water, and related natural resource conservation in open space areas, agricultural areas, urban development, wildlife areas, recreational developments, watershed management, the protection of water quality and the *treatment of each acre of land according to its needs*. The Elsinore Murrieta Anza Resource Conservation District has demonstrated success with a wide variety of resource challenges.

The preparation of the Annual Work Plan (Plan) involves a review of our Long Range Work Plan and our progress toward the objectives set forth in that document. The (Plan) implements recommended actions from the Long Range Work Plan where financing and timing is deemed appropriate. On-going programs are reviewed and new funded programs are incorporated into the (Plan). In addition, we solicit input from the community to help direct our efforts toward issues of concern.

OBJECTIVES

A. General and Administration

1. To provide the fiscal support necessary to maintain the integrity and effectiveness of the RCD delivery system for local cooperators, and to meet the anticipated growth in demand for new or existing programs.

B. Technical Assistance

1. Provide for maintenance and planned growth of district cooperator programs and general community services in the priority areas of Water Quality, Water Conservation, Soil Erosion, Wildlife habitats and Fuel modification areas.

C. Natural Resource Education

2. Provide Staff and cooperator educational support in all priority areas of Water Quality, Water Conservation, Soil Erosion and wildlife in open space
3. Support conservation education in schools.
4. Provide educational materials to the general public regarding Best Management Practices that promote conservation.

WORKPLANS AND STRATEGIES

General and Administration

Objective: To provide the fiscal support necessary to maintain the integrity and effectiveness of the RCD and to meet anticipated growth in demand for new or existing services.

- Strategies:**
1. Secure funding to support District programs.
 2. The continuation of efforts to acquire grants to maintain priority services while meeting anticipated needs for growth or new services.
 3. To support efforts by CARCD and others to secure funding for districts through the non-competitive allocation of general fund revenues and/or through direct grants to districts through a competitive application process.
 4. Continue the Invasive Plant removal program with the Santa Ana Watershed Association.
 5. Continue working with developers and others to secure conservation easements and mitigation projects for the district.

Technical Assistance

Objective: To provide for services and programs to the districts community in the priority areas of Water quality, Water conservation and Soil erosion, Open space areas

- Strategies:**
1. Water conservation through scientific irrigation, scheduling and the preservation or improvement of water quality while maintaining or improving crop yields and quality.

2. **Landscape Water Management:** Assist owners/operators of residential and commercial landscapes to significantly reduce water use and costs, while increasing water use efficiency and preserving landscape aesthetic values.
3. **Integrated Pest Management:** Introduction of technologies designed to increase the effectiveness and efficiency of pest management practices while reducing environmental risk.
4. **Provide assistance and planning in Fuel modification areas in affiliation with Cal Fish and Wildlife**
5. **Watershed Management and Planning:** Projects designed to reduce the impact of agricultural NPS pollution due to leaching and runoff of agricultural chemicals, organic nutrients and dairy waste. Programs directed at the elimination of undesirable (non-native) plant species in the watershed; such as Arundo and Tamarisk.
6. **Control Soil Erosion:** Introduction of management systems designed to minimize or eliminate soil erosion on agricultural and construction sites.
7. **Continue (if applicable) the contract with the Rancho California Water District the Ag Irrigation Projects.**
8. **Investigate the possibilities of partnership with EMARCD bidding on Tamarisk Removal at Vail Lake.**

Conservation Education

Objectives: To provide directors, staff and cooperators educational support in all District priority areas. To support soil and water conservation education in schools and the general public by providing education materials. To promote soil and water conservation through Best Management Practices.

Strategies: Attendance of Directors and staff at CARCD Area meetings.
Attendance of Directors and staff at CARCD Annual Conference.
Classroom presentations as requested by educators on soil and water conservation.

Presentations before students, educators and residents on conservation topics as requested.

Elsinore Murrieta Anza Resource Conservation District

ANNUAL WORK PLAN

2014-2015

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Rose Corona

From: Danny Martin <djmainc@aol.com>
To: Friday, October 30, 2015 10:19 AM
Rose Corona; David Kulhman; vickiglong; Carol Lee Brady; Dave and Kim McElroy; Randy Feeney; Rick Neugebauer
Cc: Melissa Cushman; Greg Priamos
Subject: Fwd: Ag Irrigation Audits for RCWD

All, I just received this email. I'm passing it on to you for general information purposes. Danny

Sent from my iPhone

Begin forwarded message:

From: Justin Haessly <haesslyj@ranchowater.com>
Date: October 30, 2015 at 9:29:41 AM PDT
To: "djmainc@aol.com" <djmainc@aol.com>
Subject: Ag Irrigation Audits for RCWD

Hi Danny,

I just received a voicemail from Kerwin at RCRCDD, and he said that they would not be providing the ag irrigation system audits for EMARCD any longer (starting 12/10/15).

If RCWD wants to extend the contract with EMARCD past the end of this calendar year, would EMARCD be able to provide another qualified entity to perform the audits? Are you the correct person to contact about this?

Justin Haessly
Rancho California Water District
Senior Water Resources Planner
haesslyj@ranchowater.com
phone 951-296-6942