



FALLBROOK PUBLIC UTILITY DISTRICT
BOARD OF DIRECTORS
SPECIAL BOARD MEETING

NOTICE AND AGENDA

MONDAY, APRIL 30, 2018
4:00 P.M.

FALLBROOK PUBLIC UTILITY DISTRICT
990 E. MISSION RD., FALLBROOK, CA 92028
PHONE: (760) 728-1125

If you have a disability and need an accommodation to participate in the meeting, please call the Secretary at (760) 728-1125, ext. 1130 for assistance so the necessary arrangements can be made.

Writings that are public records and are distributed during a public meeting are available for public inspection at the meeting if prepared by the local agency or a member of its legislative body or after the meeting if prepared by some other person.

I. PRELIMINARY FUNCTIONS

CALL TO ORDER / ROLL CALL / ESTABLISH A QUORUM

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMENT

II. ACTION / DISCUSSION CALENDAR

A. CONSIDER A PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS FOR THE SANTA MARGARITA RIVER PROPERTY

Recommendation: Staff supports Board direction. If Board elects to Move forward with Option 1, the potential Board Action would be to direct staff to continue to evaluate and develop a plan for long-term operation of the property by the District. If the Board elects Option 2, the potential Board action would be to vote to approve the Agreement for Purchase and Sale Escrow Instruction for the Santa Margarita River Property with the Wildlands Conservancy.

B. CONSIDER RECRUITMENT OF SENIOR ENGINEERING TECHNICIAN

Recommendation: Personnel Committee recommends authorizing staff to finalize a new Senior Engineer job description, establish a salary range for the position, and initiate recruitment with the approval of the Personnel Committee.

ADJOURN TO CLOSED SESSION

III. CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL: SIGNIFICANT EXPOSURE TO LITIGATION, PURSUANT TO GOVERNMENT CODE SECTION 54956.9(D)(2)

ONE POTENTIAL CASE (CLAIM FILED MARCH 23, 2018)

RECONVENE TO OPEN SESSION

REPORT FROM CLOSED SESSION (*As Necessary*)

IV. ADJOURNMENT OF MEETING

DECLARATION OF POSTING

I, Kelly Laughlin, Acting Secretary of the Board of Directors of the Fallbrook Public Utility District, do hereby declare that I posted a copy of the foregoing agenda in the glass case at the entrance of the District Office located at 990 East Mission Road, Fallbrook, California, at least 24 hours prior to the meeting in accordance with Government Code § 54956.

I, Kelly Laughlin, further declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

APR 27 2018

Dated / Fallbrook, CA

Kelly Laughlin
Acting Secretary, Board of Directors

M E M O

TO: Board of Directors
FROM: Jack Bebee, Acting General Manager , JRB
DATE: April 30, 2018
SUBJECT: Consideration of a Purchase and Sale Agreement and Escrow Instructions for the Santa Margarita River Property

Purpose

To consider approving an Agreement for Purchase and Sale Agreement and Escrow Instructions (Agreement) with The Wildlands Conservancy for the Santa Margarita Property including preservation of the trails.

Summary

The District acquired 1,384 acres of property along the Santa Margarita River in the 1950s as a potential dam site. The dam project was eventually cancelled and since that time, the Board has been evaluating a number of alternatives for the property. The District issued a Request for Proposal for purchase, sale or other arrangement for the property in September 2017. In January of 2018, one proposal was received from The Wildlands Conservancy (TWC).

The Board has reviewed the proposal and evaluated potential alternatives and it was determined that there are two potential options:

Option 1: The District does not move forward with TWC and instead the District maintains long-term operation and management of the Property.

Option 2: The District enters into the Agreement with TWC for the property.

Option 1 - District Ownership

District staff developed a range of potential operating costs for District ownership. The high-end of the range is based on the operation of the Elfin Forest Reserve, which is slightly smaller at 784 acres and has fewer trails at 11 miles, but has a robust education program and a visitors' center. The Elfin Forest Reserve has three full-time equivalent employees. The low-end of the range is based on the District providing stronger oversight, but no new facilities or District-funded programs. The District continues to have problems with improper uses (including, but not limited to, large groups gatherings and evidence of fire pits), which indicate that additional resources are needed to provide a more consistent District presence on the property. It is estimated that this could be done with one full-time employee for weekdays and one part-time employee for weekends. The employees would provide a daily presence during working hours and coordinate with volunteers and additional after hours contract security, for the site. This is similar to the successful approach used by the Elfin Forest Reserve to ensure the proper use

of the property. It could also be possible for the District to undertake management at an even lower cost if volunteers could be leveraged to support a part-time staff position. The estimated range of costs for District Ownership is summarized in Table 1 below:

Option	Annual Cost	Annual cost per Account*
Expanded Oversight Only	\$208,000	\$23
Expanded Oversight and Improved Programs	\$622,000	\$67

*Assumes total cost spread evenly over 9,226 water accounts

Table 1 – Ballpark Costs of District Ownership

Option 2: Execute Agreement with The Wildland Conservancy.

Based on the proposal received from TWC, the Board, working with legal counsel, developed a Purchase and Sale Agreement (PSA) for the property (see Attachment A). Under the PSA, TWC will be required to grant a Trail Easement to Live Oak Park Coalition or the Fallbrook Trails Committee, in order to ensure a permanent preservation of the trails. Additional key terms of the PSA include TWC’s:

1. Purchase of the property for \$10 million dollars
2. Provision of a non-refundable deposit of \$50,000 for a one-year escrow period.
3. Provision of another non-refundable \$200,000 deposit for an additional year extension.
4. Grant of a trail easement to the Live Oak Park Coalition or the Fallbrook Trails Council
5. Provision of free public access and maintain in perpetuity the 18-mile trail system.

The funding for the purchase of the property is based on passage of Proposition 68, which allocates \$10 million for the Santa Margarita River Property. If the measure does not pass, TWC would need to secure other funding. TWC has indicated it plans to make capital improvements to the property including an expanded parking lot and installation of restrooms and a ranger station to provide a full time ranger on site.

Recommended Action

Staff supports Board direction. If Board elects to Move forward with Option 1, the potential Board Action would be to direct staff to continue to evaluate and develop a plan for long-term operation of the property by the District. If the Board elects Option 2, the potential Board action would be to vote to approve the Agreement for Purchase and Sale Escrow Instruction for the Santa Margarita River Property with the Wildlands Conservancy.

AGREEMENT FOR PURCHASE AND SALE AND ESCROW INSTRUCTIONS

This Agreement for Purchase and Sale and Escrow Instructions (“Agreement”) is made by and between the Fallbrook Public Utility District, a public agency organized under the Public Utility District Act of the State of California (“Seller”) and The Wildlands Conservancy, a nonprofit public benefit corporation (“Buyer” or “TWC”), to be effective on the date set forth below.

RECITALS:

A. Seller is the owner of that certain real property located in the County of San Diego, State of California, which is approximately 1,384 acres of land along the Santa Margarita River, as further described on **Exhibit “A”** attached hereto (herein the “Property”). The Property includes a hiking trail currently being managed by the Fallbrook Trails Council (herein “Trails Council”), which is affiliated with the Live Oak Park Coalition (herein “Park Coalition”), which is a IRC § 501(c)(3) nonprofit organization;

B. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Property, subject to the terms and conditions set forth below;

C. One of the principal goals of Seller is to assure that the trail currently located on the Property will continue to be made available for use by the general public;

D. Buyer will seek funding primarily from Proposition 68 bond funding (“Bond Funding”), which will be on the June 2018 ballot. If the Proposition 68 does not pass, Buyer will seek funding from private sources of funding. Depending upon the source of funding, the date of closing could be extended; and

E. It is the intent of Seller and Buyer that the sale and purchase of the Property is for the purpose of preserving the Property as open space. Seller and Buyer have worked closely with the Park Coalition to develop a management plan for the Property, and to negotiate Trail Easements that would be recorded concurrently with Close of Escrow to the Park Coalition.

NOW THEREFORE, in consideration of the covenants and agreements herein contained, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller agrees to sell the Property to Buyer and Buyer agrees to purchase the Property from Seller, on the following terms and conditions:

OPERATIVE PROVISIONS:

1. Purchase Price.

The total purchase price (“Purchase Price”) of the Property shall be Ten Million Dollars (\$10,000,000.00), which shall be paid as follows:

(a) Upon execution of this Agreement and the Opening of Escrow, Buyer shall deposit a non-refundable deposit of Fifty Thousand and No/100 Dollars (\$50,000.00) into escrow (the “Escrow Deposit”) which shall be applied to the Purchase Price; and

(b) If Proposition 68 is enacted by the voters in June 2018, Buyer shall be entitled to extend the Close of Escrow one additional year from the date of written request to extend the Close of Escrow by depositing an additional non-refundable deposit of \$200,000 into escrow (“Second Escrow Deposit”) which shall be applied to the Purchase Price. The additional \$200,000 shall be deposited within 30 days of the written request to extend the Close of Escrow.

(c) Prior to the Close of Escrow, Buyer will deposit with Escrow Holder the balance of the Purchase Price in cash or other immediately available funds.

2. Escrow.

(a) This Agreement shall constitute joint escrow instructions of the parties to First American Title Company (“Escrow Holder”). The parties agree to execute such additional instructions as requested by Escrow Holder; provided, however, in the event of any conflict between such additional escrow instructions and this Agreement the terms of this Agreement shall prevail as to the rights and obligations of Buyer and Seller hereunder.

(b) Escrow shall close on or before April 20, 2019 (the “Closing Date”), or sooner, as funding is appropriated, subject to extension of the Closing Date as provided herein.

(c) If Proposition 68 is not enacted by the voters, Buyer shall be entitled to extend the Close of Escrow one additional year to April 20, 2020 (the “Extended Closing Date”), by depositing with Escrow Holder a \$200,000 nonrefundable Second Escrow Deposit as set forth in Section 1(b).

3. Buyer Source of Funds for Purchase Price.

3.1 Buyer’s principal source of funding for the purchase price is a \$10 million earmark in the California Parks, Environment and Water Bond (“Proposition 68”), which is on the June 2018 ballot for voter approval. If the Proposition 68 bond is approved by the voters, \$10 million of funds will be allocated to Buyer for purchase of the Property. The grant for purchase of the Property will be funded through the California Coastal Conservancy.

3.2 If the voters do not approve Proposition 68 in the June 2018 election, Buyer shall be entitled to seek other funding from private sources within the period of the two non-refundable deposit periods for purchase of the Property but no later than April 20, 2020.

4. Conditions to Closing.

4.1 Conditions to Buyer’s Obligation to Purchase. Buyer’s obligation to purchases expressly conditioned upon the following:

(a) Timely performance of each obligation, covenant, and delivery required of seller.

(b) The accuracy of each representation and warranty of seller in Section 19.1.

(c) delivery on the Closing of (i) title and issuance of the Title Policy showing such title in Buyer as described in Section 15, and (ii) possession of the Property subject to the rights of the Trails Council under the Trail Easement.

4.2 Conditions to Seller's Obligation to Sell. Seller's obligation to sell is expressly conditioned upon each of the following:

- (a) Timely performance of each obligation, covenant and delivery required of Buyer;
- (b) Concurrent recordation with Close of Escrow of the Trail Easement;
- (c) Payment of the Purchase Price at the Closing in the manner provided in this Agreement.

5. Access to Property.

(a) Buyer, and agents of Buyer, shall during the term of this escrow have the right to enter the Property for the purpose of making photographs, physical inspections, surveys, geological and toxic waste tests, and such other tests and studies as Buyer desires.

(b) Buyer shall, upon completion of the photographs, surveys, tests and studies permitted under (a) above, restore the Property to the extent reasonably possible to its condition prior to such photographs, surveys, tests and studies.

(c) Buyer shall indemnify and hold harmless Seller of and from any and all liens, claims, and liabilities arising out of or in any way related to the use of the Property by Buyer or by any other person or entity on behalf of, or at the request of, Buyer prior to the Close of Escrow.

6. Title Report.

6.1 As soon as reasonably possible Seller shall cause First American Title Company ("Title Company") to deliver to Buyer a preliminary title report issued by Title Company covering the Property, together with copies of the documents listed as exceptions therein (collectively referred to herein as the "Title Documents"). Close of Escrow is contingent upon the approval by Buyer in writing of the status of title, including all exceptions thereto, as shown in the title report and in the update, if any, of the title report. If Buyer objects to the status of title or any exception shown in the title report (an "Objection to Title"), Seller shall have the right but not the obligation to cure or otherwise cause Title Company to delete such Objection to Title. If Seller is unable or unwilling to cure or cause Title Company to delete an Objection to Title by the Closing Date, then Buyer shall have the right, by written notice delivered to Seller, either (i) to waive such an Objection to Title, in which event escrow may close, or (ii) to terminate this Agreement and escrow and obtain a return of any documents deposited into escrow.

6.2 Buyer acknowledges that Seller has water supply lines that traverse the Property at the Northwest, Central and Northeast portions of the Property. Seller shall have the right to retain Pipeline Easements over those portions of the Property that the water supply lines traverse. Seller shall be obligated to provide a legal description and plat of such Pipeline Easements, which shall be attached to any written pipeline easement mutually agreed to by both parties, and recorded concurrently with Close of Escrow.

7. Trail Easement.

7.1 As a condition to Close of Escrow, the Trail Easement from TWC to the Park Coalition shall be recorded. A draft form of Trail Easement is attached hereto as **Exhibit "B"**. Prior to Close of Escrow, Seller, Buyer and the Park Coalition shall mutually agree upon a final form of the Trail Easement. When the final form of Trail Easement has been mutually agreed-upon, the Trail Easement shall be fully executed, notarized and delivered to Escrow Holder for recordation concurrently with the deed of the Property to Buyer.

7.2 Prior to Close of Escrow, Title Company shall issue a policy of title insurance insuring title to the Trail Easement, subject to the exceptions to title then of record.

8. Integrated Resource Management Plan.

8.1 The parties hereto, along with the Park Coalition, have agreed to the following goals for future management of the Property:

- (a) Preserve the existing 18-mile trail system in its entirety;
- (b) Maintain year-round access to the Property for passive recreational uses; and
- (c) Preserve the Property from development.

8.2 Buyer and the Park Coalition have prepared a draft management plan that meets all of the goals set forth in section 7.1 hereof. A copy of the Integrated Research Management Plan (herein "Management Plan") is attached hereto as **Exhibit "C"** hereto. Following Close of Escrow, Buyer will manage the Property in accordance with the Management Plan; provided, however, that the parties hereto acknowledge that future management of the Property may be modified as circumstances change and public needs change. Accordingly, the Management Plan shall be viewed as an adaptive agreement which will change over time in accordance with stewardship needs of the Property. Notwithstanding any changes to the Management Plan, the Trail Easement shall remain in full force and effect in accordance with its terms, without modification.

8.3 Commencing on the opening date of Escrow or during the extension period of this Agreement, and continuing during the term of this Agreement until Close of Escrow, Buyer shall manage the Property by providing an on-site preserve manager and a Ranger.

8.4 Buyer shall indemnify and hold harmless Seller of and from any and all liens, claims and liabilities arising out of or in any way related to the use of the Property by Buyer or by any other person or entity on behalf of or at the request of Buyer, prior to Close of Escrow.

9. Commissions.

9.1 Buyer and Seller each acknowledge and represent to the other that neither party has retained or is represented by a broker in connection with this transaction nor is the Property subject to any listing or other agreement with a broker or real estate agent.

9.2 Each party hereby agrees to indemnify and hold harmless the other party of and from any claim by any person or entity for a sales or brokerage commission or finder's fee by

reason of any listing or other agreement enter into by such party with respect to the Property or sale thereof.

10. Assignment.

Buyer shall not assign any of its rights hereunder to any other person or entity without the prior written consent of Seller, which consent shall not be unreasonably withheld so long as such assignment is to the State Coastal Conservancy for the protection of the Property (*i.e.*, conservation).

11. California Law to Apply.

This Agreement shall be governed by the laws of the State of California and any question arising hereunder shall be construed or determined according to such laws.

12. Disputes.

Any actions or proceedings arising under, growing out of, or in any way related to this Agreement shall be instituted and prosecuted only in courts located in the County of San Diego, State of California, and each party hereto expressly waives its right to cause any such actions or proceedings to be instituted or prosecuted elsewhere.

13. Attorney's Fees.

If any of the parties hereto shall bring any action or proceeding against any other to enforce or declare any rights herein created, or to bring about or declare the cancellation or rescission of this Agreement, the prevailing party or parties in such action or proceeding shall be entitled to receive from the other party or parties all reasonable attorney's fees and costs incurred in connection therewith.

14. Integration.

14.1 This Agreement contains the entire agreement and understanding between the Buyer and Seller. There are no oral understandings, terms or conditions, and neither Buyer nor Seller has relied upon any representations, express or implied, not contained in this Agreement. All prior understandings, terms, or conditions are deemed merged into this Agreement.

14.2 This Agreement may not be changed orally, but only by agreement in writing and signed by the party or parties against whom enforcement of any waiver, change, modification, or discharge is sought.

15. Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original and together shall constitute one and the same Agreement.

16. Instructions on Close of Escrow.

Not less than one day prior to the scheduled Close of Escrow:

(a) Seller shall deposit with the Escrow Holder (i) a fully executed and acknowledged grant deed for the Property to Buyer in form suitable for recordation and Escrow Holder shall cause the same to be recorded on Close of Escrow; (ii) an executed certificate complying with Section 19 relating to FIRPTA; and (iii) the fully executed Assignment in the form of Exhibit "D".

(b) Buyer shall deposit with Escrow Holder the following: (i) the fully executed Trail Easement, fully notarized and ready for recordation concurrently with Close of Escrow, (ii) the fully executed and notarized Pipeline Easements referred to in Section 6.2 hereof in recordable form, and (iii) cash funds as required by Section 1 hereof, together with such additional funds as necessary to pay all Buyer's costs as provided below.

(c) Escrow Holder is instructed to record, file and deliver the instruments deposited herein and deliver the funds herein specified (which event is referred to herein as the "Close of Escrow") provided that it can obtain a CLTA Standard Coverage Owner's Policy of Title Insurance issued by Title Company, with liability in the amount of the Purchase Price, insuring title to the Property vested in Buyer, subject only to:

(i) General and special taxes which are a lien but not yet delinquent;

(ii) The lien of supplemental taxes assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code; and

(iii) All exceptions to title listed in the Title Report delivered in accordance with Title Report discussed in Section 6, which exceptions have not been objected to by Buyer.

(d) Seller shall pay: (i) the cost of title insurance, (ii) the documentary transfer tax payable upon recordation of the deed, if any, (iii) one-half of Escrow Holder's escrow fee, (iv) Seller's own attorneys' fees, and (v) all real Property taxes and assessments (if any) for the period prior to Close of Escrow.

(e) Buyer shall pay: (i) the cost of Buyer's inspection, examination and investigation of the Property, (ii) one-half of Escrow Holder's escrow fee; and (iii) Buyer's own attorney fees.

(f) Possession of the Property shall be delivered to Buyer upon Close of Escrow.

17. Default

17.1 Notice of Default. Neither party shall be deemed to be in default hereunder unless the party claiming a default has provided the defaulting party with written notice specifying the nature of such default or the act to be performed and the receiving party fails to cure the same or take the required action within ten (10) days after receipt of such notice.

17.2 Buyer Default - Liquidated Damages.

IF THE SALE CONTEMPLATED HEREBY IS NOT CONSUMMATED BY REASON OF A DEFAULT OF BUYER HEREUNDER, SELLER MAY BE DAMAGED AND MAY BE ENTITLED TO COMPENSATION FOR THOSE DAMAGES, BUT SUCH DAMAGES WILL BE EXTREMELY DIFFICULT AND IMPRACTICAL TO ASCERTAIN FOR THE FOLLOWING REASONS: (1) THE DAMAGES TO WHICH SELLER WOULD BE ENTITLED IN A COURT OF LAW WILL BE BASED ON THE DIFFERENCE BETWEEN THE PURCHASE PRICE AND THE ACTUAL VALUE OF THE PROPERTY AT THE CLOSING DATE; (2) PROOF OF THE AMOUNT OF SUCH DAMAGES WILL BE BASED ON OPINIONS OF VALUE OF THE PROPERTY WHICH MAY VARY IN SIGNIFICANT AMOUNTS; AND (3) IT IS IMPOSSIBLE TO PREDICT AS OF THE DATE ON WHICH THIS AGREEMENT IS ENTERED INTO WHETHER THE VALUE OF THE PROPERTY WILL INCREASE OR DECREASE AS OF THE CLOSING DATE. BUYER DESIRES TO LIMIT THE AMOUNT OF DAMAGES FOR WHICH BUYER MIGHT BE LIABLE. BUYER AND SELLER WISH TO AVOID THE COSTS AND LENGTHY DELAYS WHICH WOULD RESULT IF SELLER FILED A LAWSUIT TO COLLECT ITS DAMAGES. THEREFORE, BUYER AND SELLER AGREE THAT IF BUYER DEFAULTS UNDER THIS AGREEMENT THE ESCROW DEPOSIT AND THE SECOND ESCROW DEPOSIT (IF PAID) SHALL BE DEEMED TO CONSTITUTE A REASONABLE ESTIMATE OF SELLER'S DAMAGES UNDER THE PROVISIONS OF CIVIL CODE §1671. SELLER'S SOLE AND EXCLUSIVE REMEDY SHALL BE THE RETENTION OF SUCH AMOUNT.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE PROVISIONS OF THIS SECTION 17.2 SHALL NOT OPERATE TO LIMIT (I) ANY INDEMNIFICATION OBLIGATION OF BUYER HEREUNDER INCLUDING THE PROVISIONS OF SECTION 5, OR (II) SELLER'S CLAIMS FOR ATTORNEYS FEES AND COSTS IN DEFENDING ANY ACTION BROUGHT BY BUYER OR ANYONE CLAIMING THROUGH BUYER OR TO EXPUNGE ANY LIS PENDENS FILED BY BUYER AGAINST THE PROPERTY.

BY INITIALING OR SIGNING HERE EACH OF BUYER AND SELLER ACKNOWLEDGES THAT IT HAS READ, UNDERSTANDS, AND AGREES TO THE PROVISIONS OF THIS SECTION 17.

Buyer: _____

Seller: _____

17.3 Default by Seller. If the sale of the Property is not consummated by reason of any default by Seller without fault by Buyer, then Buyer shall be entitled (a) to receive the return of the entire Deposit, which return shall operate to terminate this Agreement and release Seller from any and all liability hereunder, or (b) to enforce specific performance of Seller's obligations under this Agreement.

18. Deposit of Funds.

All funds deposited herein by Buyer must be in the form of cash, certified or cashier's checks or money orders drawn on or issued by offices of financial institutions located

within the State of California and available for immediate deposit into and disbursement from the depository bank account of the Escrow Holder.

19. Non-foreign Certificate.

The Foreign Investment and Real Property Tax Act (“FIRPTA”) IRC 1445, requires that every purchaser of U.S. Real Property must, unless an exemption applies, deduct and withhold from Seller's proceeds ten percent (10%) of the gross sales price. The primary exemptions which might be applicable are: (i) Seller provides Buyer with a certificate under penalty of perjury that Seller is not a “foreign person” as defined in FIRPTA, or (ii) Seller provides Buyer with a “qualifying statement”, as defined in FIRPTA, issued by the Internal Revenue Service. Seller and Buyer agree to execute and deliver as appropriate, any instrument, certificate and statement, and to perform any acts reasonably necessary to carry out the provisions of FIRPTA and regulations promulgated thereunder.

20. Seller's Representations and Warranties.

20.1 Seller hereby represents, warrants and agrees as follows:

(a) Seller has not received any notice and has no knowledge that any condition presently existing with respect to the Property violates any law, code, ordinance or other governmental requirements;

(b) Seller has no knowledge of any litigation or similar proceedings against or involving the Property, either pending, anticipated or threatened;

(c) To Seller’s actual knowledge: (i) no underground storage tanks are currently located on the Property nor have any underground storage tanks previously been used or located on the Property; (ii) no Hazardous Substances (as defined below) have been released, discharged, deposited, used, or disposed of on the Property. As used herein, the term “Hazardous Substances” shall mean any hazardous or toxic substance, material, waste, pollutant or contaminant, as defined, listed or regulated by any federal, state or local law, regulation or order, by common law decision, or the presence of which may give rise to liability under any statutory or common law theory based on negligence, trespass, nuisance, waste or strict liability, including without limitation, any petroleum products, by-products or hydrocarbons.

20.2 All representations and warranties contained in this Section 19 shall survive the Close of Escrow.

20.3 Buyer is, or will be by the Closing Date, familiar with the Property and has made, or will make, such independent investigations as Buyer deems necessary, advisable or material concerning all aspects of the Property, including, but not limited to, the condition, use, sale, development or suitability of the Property for Buyer’s intended purposes. In that regard, except for the representations and warranties of Seller specifically provided in this Agreement, Buyer is relying solely upon Buyer’s own inspection, investigation and analysis of the Property in electing to purchase the Property. It is recognized that except as otherwise expressly set forth in this Agreement, Seller makes no representation or warranty concerning the accuracy or completeness of any plans, studies or reports delivered to Buyer by Seller or by any agents or Seller, and, except as otherwise provided above, Buyer hereby releases Seller from any liability

whatsoever with respect to any such reports including, without limitation, any matters set forth in such reports, or the accuracy or completeness of any such reports.

20.4 Except as expressly set forth herein, Buyer acknowledges and agrees that, in the event Buyer acquires the Property, Buyer is acquiring the Property in its "AS IS" and "WHERE IS" condition and WITH ALL FAULTS, and without any representation or warranty by Seller (except those set forth in this Agreement) and that no patent or latent condition affecting the Property, whether or not known or discoverable or hereafter discovered, shall give rise to any right, claim or cause of action against Seller, including for damages, recession or contribution under any state or federal law, except for latent defects actually known to Seller and not disclosed to Buyer.

21. Notices.

21.1 The address of the parties hereto and of the Escrow Holder for the purpose of any notices, demands or other communications (all of which shall be hereinafter collectively referred to as "Notices"), required or permitted by law or any provision of this Agreement, shall be as follows unless otherwise specified in writing:

Seller:	Fallbrook Public Utility District 900 East Mission Road P.O. Box 2290 Fallbrook, CA 92068
With Copy To:	Best Best & Krieger LLP Paula de Sousa Mills, Esq. 655 West Broadway, 15th Floor San Diego, CA 92101
Buyer:	The Wildlands Conservancy 39611 Oak Glen Road, #12 Oak Glen, CA 92309 Attn.: David Myers, Executive Director
With Copy To:	Mirau, Edwards, Cannon, Harter & Lewin, A Professional Corporation P.O. Box 9058 Redlands, CA 93275-2258 Attn.: John K. Mirau, Esq.
Escrow Holder:	First American Title Company _____ _____ _____

21.2 Any party may, upon written notice to the other and to the Escrow Holder, change its address for such Notice.

21.3 All Notices of any kind which any party may be required or desire to give to or serve upon any other party or upon the Escrow Holder shall be in writing and shall be deemed

given if made by personal delivery or courier upon delivery thereof, if delivered by facsimile transmission upon confirmation of the transmission, or if mailed three days after deposit of the same in the U.S. mails postage prepaid.

22. Miscellaneous.

22.1 Time is of the essence of this Agreement and of each provision thereof.

22.2 This Agreement shall be construed as a whole and in accordance with its fair meaning, the captions being for the convenience of the parties only and not intended to describe or define the provisions in the portions of the Agreement to which they pertain.

22.3 The agreements contained herein shall not be construed in favor of or against any party, but shall be construed as if all parties prepared this Agreement.

22.4 Each of the parties shall execute and deliver all additional papers, documents and other assurances, and shall do all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of the parties.

22.5 To Seller’s knowledge, (i) that neither Seller nor any person or entity that directly owns any interest in Seller nor any of its trustees is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control (“OFAC”) of the U.S. Department of the Treasury (including those named on OFAC’s Specially Designated and Blocked Persons List) or under any statute, executive order (including, but not limited to, Executive Order 13224 (“Executive Order”) signed on September 4, 2001 and entitled “Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism”), or other governmental action, (ii) that Seller’s activities do not violate the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001 or the regulations or orders promulgated thereunder (as amended from time to time, the “Money Laundering Act”), and (iii) that so long as this Agreement is in full force and effect, Seller shall comply with the Executive Order and with the Money Laundering Act.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on and as of April __, 2018.

SELLER

Fallbrook Public Utility District, a public agency under the Public Utility District Act of the State of California

By: _____

Its: _____

BUYER

The Wildlands Conservancy, a nonprofit public
benefit corporation

By: _____
David Myers
Its: _____
Executive Director

APPROVED AS TO FORM:

Best Best & Krieger LLP

By: _____
Bruce W. Beach

Mirau, Edwards, Cannon, Lewin & Tooke

By: _____
John K. Mirau

Exhibit “A”

Exhibit B

RECREATIONAL TRAIL EASEMENT

This RECREATIONAL TRAIL EASEMENT (“**Trail Easement**”), dated April __, 2018, is made by and between THE WILDLANDS CONSERVANCY, (“TWC”), as Grantor, and the LIVE OAK PARK COALITION (“PARK COALITION”), as Grantee.

RECITALS:

A. TWC owns approximately 1,384 acres of real property (hereinafter referred to as “Property”) along the Santa Margarita River in San Diego County, California, managed as open space to preserve and protect its natural, historical, and recreational resources. TWC purchased the Property from the Fallbrook Public Utilities District (FPUD), which continues to have an interest in assuring that the Trails (defined below) remain open to the general public; and

B. PARK COALITION is a primarily volunteer-based 501(c)(3) non-profit organization that has designed, developed, and managed the existing trail system since 1999 to provide the public the healthful benefits of open space through recreational, non-motorized trails for pedestrian, equestrian and bicycle use; and

C. It is understood that the Property should be managed as open space for pedestrian, equestrian, and bicycling use, in perpetuity, for the benefit and well-being of the Fallbrook community and environs; and

D. The 18 miles of trails through a natural riparian setting provide valuable opportunities for recreation and health and require protection so that no net loss of trails occur, regardless of occasional realignment,

OPERATIVE PROVISIONS:

NOW THEREFORE, TWC grants, and PARK COALITION accepts a perpetual recreational trail easement over and across the existing trail system (hereinafter referred to as “Trails”) shown and described in the attached **Exhibit “A”** (SMR Trail Map) pursuant to the following terms and conditions:

1. **Grant of Easement.** TWC hereby grants to PARK COALITION a nonexclusive 10-foot wide easement over, on and through the Trails on the Property for the sole purpose of allowing PARK COALITION to improve and maintain a system of recreational, non-motorized, multi-use riding and hiking trails for the benefit of the general public, including residents of and visitors to Fallbrook and San Diego County.
 - a. **Trail Area.** The Area of the Trail Easement, exclusive of parking areas and associated entrances, shall generally not exceed ten (10) feet in total width. The tread (*i.e.*, walking area) width of Trails shall not exceed ten (10) feet in total width. Associated features, such as drainage and support features, may extend beyond the ten-foot (10’) width, but only to the extent reasonably necessary to ensure a stable and properly maintained trail.
 - b. **Trail Modifications.** The location and configuration of the Trails may be modified from time to time. Although the Trail Easement is originally located along the existing trail system designated in Exhibit “A,” any trail may be relocated 100 feet to either side of

existing trail (within a 200-foot wide path) necessary to accommodate natural changes to the riverine path or to provide greater recreation and/or safety to the visitors. Trail relocations shall be consistent with the guidelines set forth for management of the Property in the Santa Margarita River Trail Preserve Integrated Resource Management Plan dated January 2018, a copy of which is attached hereto and incorporated herein, as **Exhibit “B”** (“Management Plan”), and shall, at a minimum, comply with the following standards:

- (i) Relocated trail sections shall be sited in a manner that minimizes disturbance of natural habitat to the natural habitat to the extent feasible;
- (ii) Abandoned trail sections shall be blocked and/or otherwise reconfigured to ensure they are no longer used as trails and to facilitate regrowth of natural vegetation;
- (iii) Any party wishing to relocate a trail section shall provide the other party with at least 30 days’ advance written notice of the intended relocation, unless such notice is not feasible due to emergency circumstances that require immediate action to prevent trail damage. In such circumstances, notice shall be provided as soon as reasonably possible.
- (iv) If during the 30-day notice period a party objects to a proposed trail relocation, then the relocation shall not proceed until such time as the parties reach a mutual agreement on the proposed relocation. However, if a party objects to a relocation that is being proposed because of a circumstance that has, or is likely to result in, closure of a trail section, the objecting party shall provide a proposed alternative that would reopen or prevent the trail closure.

c. **Trail Maintenance.** The Trails shall be jointly managed and maintained by TWC and PARK COALITION in accordance with the Management Plan. Maintenance of the Trails shall include but is not limited to clearing brush and removal of dead, dying or diseased vegetation within the Trail Easement.

2. **Purpose.** The purpose of this Trail Easement (hereinafter referred to as the “Public Access Purpose”) is to assure that the Trails will be established and made available to the public in perpetuity for low-intensity public outdoor recreational purposes.
3. **Permitted Activities.** Activities within the Trail Easement shall be limited to non-motorized passive recreation and designated for foot, horse travel, and bicycle use only. Use of any motorized vehicle or similar mechanical means of locomotion, including automobiles, motorcycles, or other all-terrain vehicles, shall be prohibited, except as required for emergencies and for construction or maintenance purposes as appropriate. Motor-driven wheelchairs may be allowed for the use of handicapped persons if consistent with the Public Access Purpose of this Trail Easement. In connection with public use of the Trails, there shall no charge whatsoever to the public for use of the Trails.
4. **Common Rights.** TWC and PARK COALITION shall have the right to survey, design, construct, use, repair, manage, maintain and monitor the Trails, including but not limited to the

right to install, maintain, repair, and replace steps, trail surfacing, bridges, culverts, and other structures and improvements, in accordance with all laws and regulations. TWC and PARK COALITION have the right to remove or exclude from the Property any persons who are (i) in locations other than the Trails or (ii) not engaged in Permitted Activities. TWC and PARK COALITION have the right to restrict portions of the Trails from mountain bike use.

5. **Liability.**

- a. **Immunity under Applicable Law.** Nothing in this Trail Easement limits the ability of TWC or PARK COALITION to avail themselves of the protections offered by any applicable law affording immunity to TWC or PARK COALITION, including but not limited to the provisions of California Civil Code, § 846.
- b. **Public Enters at own risk.** Use of any portion of the Trail Easement by members of the general public is at their own risk. Neither TWC nor PARK COALITION, nor their successors or assigns by granting or retaining this easement, assume any duty to or for the benefit of the general public for defects in the location, design, installation, maintenance or repairs of the trail facilities; for any unsafe conditions within the Trail Easement; or for the failure to inspect or warn against possibly unsafe conditions; or to close the Trail facilities to public use when unsafe conditions may be present. PARK COALITION or its successors or assigns will endeavor to repair damaged Trail facilities but has no duty to do so unless and until PARK COALITION receives actual notice of the need to repair any unreasonably dangerous condition.

6. **Indemnification.** PARK COALITION or its successors and assigns shall indemnify, protect, defend, and hold harmless TWC against any liability, loss, cost, damage and expense caused by or arising from (i) any act(s) or omission(s) of PARK COALITION, its employees, agents, contractors, successors and assigns. (ii) the location and existence of the trail, whether dangerous, defective or otherwise; including, but not limited to any such loss, cost, damage, liability and expense arising from damage to or destruction of real and personal property or injury to or death of any person, or (iii) any claim by any guest, invitee, contractor or subcontractor, or a member of the general public or any person affiliated with PARK COALITION for damage or injury of any nature arising from use of the Trails or the condition of the Trails; provided, however, that PARK COALITION's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of TWC, its agents, officers, or employees. PARK COALITION shall also hold harmless TWC against damage to or destruction of the Recreational Trails caused by an act(s) of a third party(ies).

7. **Assignment.** PARK COALITION may assign this Trail Easement in whole to a grantee mutually agreed upon in writing by TWC and PARK COALITION, provided that such assignee is a non-profit entity or governmental agency, exempt under 501(c)(3) of the Internal Revenue Code, and which has as its primary purpose the preservation of open space and/or the maintenance and preservation of trail easements for Public Access Purposes (herein "Qualified Assignee"). Prior to effectuating an assignment of the Trail Easement, written notice shall be given to FPUD of the intention to assign the Trail Easement, along with detailed information about the proposed Qualified Assignee.

8. **Abandonment.** If the interest conveyed hereby is abandoned by PARK COALITION or its successor, title to the Trail Easement shall remain in full force and effect. Notice shall be given to FPUD of such abandonment. FPUD shall be entitled to designate a successor assignee which shall be entitled to assume all of PARK COALITION's rights and interest under the Trails Easement. FPUD shall be limited to naming an assignee which is a Qualified Assignee. In the event of such abandonment, PARK COALITION hereby designates FPUD as its agent under a power of attorney to execute an assignment document transferring the Trail Easement to the Qualified Assignee designated by FPUD. For purposes of this Trail Easement, "abandonment" means: (i) failure by PARK COALITION or its assignee to actively maintain and supervise the use of the Trails for a consecutive period of 18 months, or (ii) PARK COALITION, or its successor, fails to maintain its legal existence without first having conveyed its interest to another Qualified Assignee.

9. **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 PARK COALITION: [ADDRESS]

To TWC: The Wildlands Conservancy
 39611 Oak Glen Road, #12
 Oak Glen, CA 92309
 Attn.: David Myers, Executive Director

10. **Successors and Assigns.** The terms "Grantor" or "TWC" and "Grantee" or "PARK COALITION," wherever used in this Trail Easement, and any pronouns used in place of those terms, mean Grantor or TWC and their successors, assigns, and lessees; and Grantee or PARK COALITION and their successors and assigns, respectively.

11. **Severability.** If any term, provision, covenant, condition, or restriction of this Trail Easement is held by a court of a competent jurisdiction to be unlawful, invalid, void, unenforceable, or not effective, the remainder of this Trail Easement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

12. **Entire Agreement.** This Trail Easement is the final and complete expression of the agreement between the parties with respect to the subject matter contained herein. Any and all prior or contemporaneous agreements with respect to this subject matter, written or oral are merged into and superseded by this written instrument.

13. **Recordation.** This Trail Easement shall be recorded in the official records of the County of San Diego
14. **Amendment.** If circumstances arise under which an amendment or modification to this Easement would be appropriate, TWC and PARK COALITION shall be free to jointly amend this Easement, provided that any amendment shall be consistent with the Public Access Purpose of this Easement, and shall not affect the Easement’s perpetual duration. Any such amendment shall be in writing, executed by TWC and PARK COALITION or their successors and assigns, and recorded in the Office of the San Diego County Recorder. Prior to amending this Trail Easement, written notice shall be given to FPUD of the intention to amend along with a copy of the proposed amendment language.
15. **Merger.** No merger of title, estate or interest shall be deemed affected by any previous, contemporaneous, or subsequent deed, grant, or assignment of an interest or estate in the Property, or any portion thereof, to PARK COALITION, or its successors or assigns. It is the express intent of PARK COALITION that this Easement shall not be extinguished by, merged into, modified, or otherwise deemed affected by any other interest or estate in the Property now or hereafter held by PARK COALITION or its successors or assigns.
16. **Interpretation.** This Easement shall be interpreted under the laws of the State of California, resolving any ambiguities in questions of validity of specific provisions so as to give maximum effect to its Public Access Purpose.

“PARK COALITION”

By: _____

Its.: _____

“TWC”

The Wildlands Conservancy, a California non-profit corporation

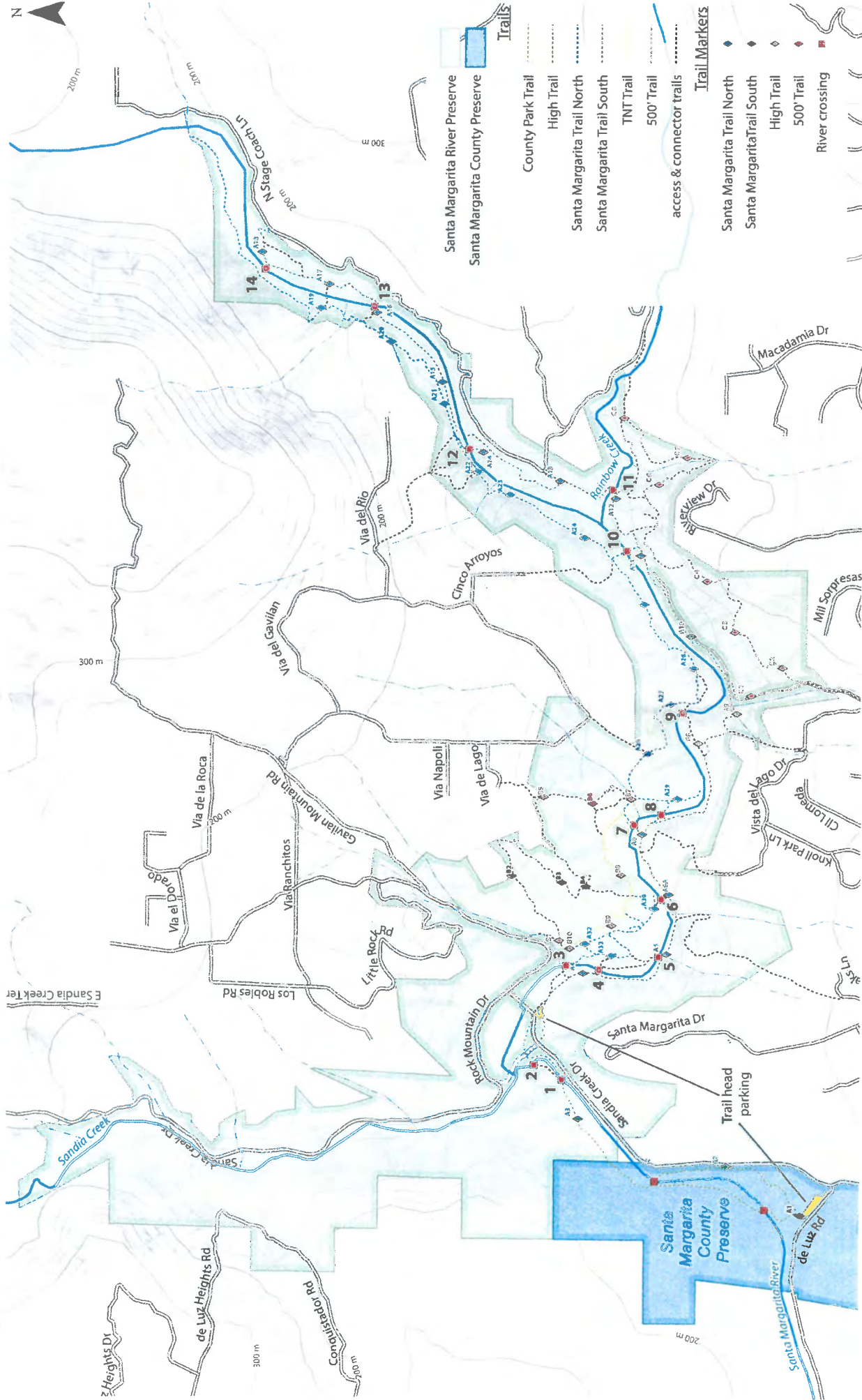
By: _____

David Myers

Its: Executive Director

Recreational Trail Easement

Exhibit “A”



- Trails**
- Santa Margarita River Preserve
 - Santa Margarita County Preserve
 - County Park Trail
 - High Trail
 - Santa Margarita Trail North
 - Santa Margarita Trail South
 - TNT Trail
 - 500' Trail
 - access & connector trails

- Trail Markers**
- Santa Margarita Trail North
 - Santa Margarita Trail South
 - High Trail
 - 500' Trail
 - River crossing

Map produced by: The Wildlands Conservancy (09.2016);
 Data sources: TIGER Roads; Jeff Marchand, FPUD; San Diego County Assessor's Office



Recreational Trail Easement

Exhibit “B”

(Not included in package since it is a copy of Agreement Exhibit C)

Exhibit C

SANTA MARGARITA RIVER TRAIL PRESERVE INTEGRATED RESOURCE MANAGEMENT PLAN

Prepared by:

The Wildlands Conservancy
39611 Oak Glen Road
Oak Glen, CA 92399

in cooperation with

Fallbrook Trails Council
P.O. Box 2974
Fallbrook, CA 92088

January 2018

**Santa Margarita River Trail Preserve
Draft Integrated Resource Management Plan**

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List of Common Acronyms

CDFW-	California Department of Fish and Wildlife
CNPS-	California Native Plant Society
DoD-	Department of Defense
FPUD-	Fallbrook Public Utility District
FTC-	Fallbrook Trails Council
MCBCP-	Marine Corps Base Camp Pendleton
SDMMP-	San Diego Management and Monitoring Program
SDSU-	San Diego State University
TWC-	The Wildlands Conservancy
USFWS-	United States Fish and Wildlife Service
USGS-	United States Geologic Survey
CNDDDB-	California Native Diversity Database
CUP-	Conjunctive Use Project
CWA-	Clean Water Act
IRMP-	Integrated Resource Management plan
LBVI-	Least Bell's Vireo (<i>Vireo bellii pusillus</i>)
MSCP-	Multiple Species Conservation Plan
MSP-	Management and Monitoring Strategic Plan
NCCP-	Natural Communities Conservation Planning Program
REPI-	Readiness and Environmental Protection Integration Program
SMER-	Santa Margarita Ecological Reserve
SMR-	Santa Margarita River
SMRTP-	Santa Margarita River Trail Preserve

I. Introduction

A. Purpose of Acquisition

The Wildlands Conservancy (TWC) is acquiring the Santa Margarita River Property in order to protect the natural environment for conservation and recreational purposes in perpetuity. TWC will conduct land-based conservation through a variety of long-term stewardship efforts that aim to preserve and enhance the natural resources and protect the cultural resources of the property. Additionally, the Santa Margarita River Property will continue to provide the public with access to a natural open space for low-intensity, passive, non-motorized recreational opportunities.

B. Acquisition History

Fallbrook Public Utility District (FPUD) has owned the Santa Margarita River Property since the 1950s. Throughout that time, FPUD has allowed public access to the property, subject to certain restrictions. The property contains a trail system dating to the 1950s or before that is used, with FPUD approval, by birders, equestrian riders, hikers, mountain bikers, naturalists and the general public alike. Having recently determined that the property is not required for utility purposes, FPUD is seeking to divest ownership, as a utility district they do not have activated powers for recreation or any revenue outside of water/sewer rates, so they are unable to fund recreation and fully fund the necessary on-site enforcement of the regulations.

In preparation for the transfer of the Santa Margarita River Property, TWC has prepared this management plan, which will guide the long-term management of the property. Since there are multiple resource elements that will require the attention of the managers at the property, an Integrated Resource Management Plan (IRMP) has been developed in collaboration with FPUD, Fallbrook Trails Council (FTC), and TWC to comprehensively address the broad suite of management issues. The major resource elements that will be addressed in this IRMP include natural resource conservation, cultural resource protection, recreational resource management, infrastructure and maintenance operations.



The Wildlands Conservancy Santa Margarita River Acquisition San Diego County, CA

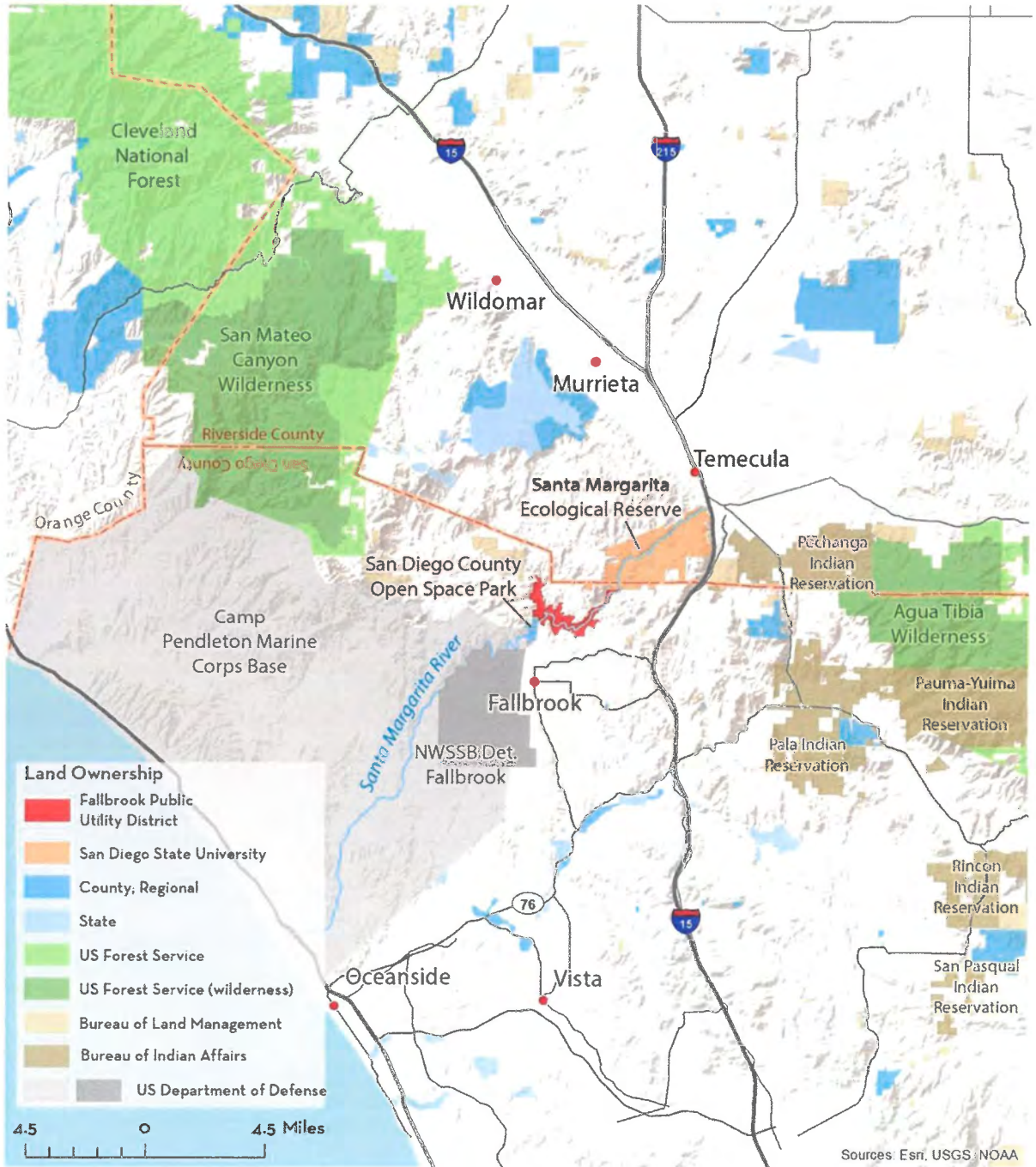


Figure 1. Overview map of the property's regional location

C. Purpose of this Integrated Resource Management Plan

1. The Integrated Resource Management Plan (IRMP) provides the guiding vision for the long-term stewardship of the Santa Margarita River Preserve.
2. The IRMP describes the natural and cultural resources of the property.
3. The IRMP addresses specific conservation goals, objectives, management strategies, monitoring and outreach programs for the protection of habitat, sensitive wildlife species, cultural resources, and physical environmental elements of the property.
4. The IRMP describes the existing recreational use occurring on the property, and addresses the management goals and strategies for managing recreational use in such a manner that contributes to restoration and enhancement of the natural resources while retaining existing recreational resources.
5. The IRMP addresses the maintenance operations and implementation plans for managing of the preserve.

II. Property Description

A. Regional Geographic Setting

The property is situated within the middle reach of the Santa Margarita River (SMR) watershed, which encompasses 738 square miles and includes 949 miles of stream between the river and its tributaries. At 27 miles in length, the SMR is the longest free flowing river on the southern California coast. Of the total watershed area, approximately 27% is within San Diego County and the remainder is in Riverside County. The SMR watershed provides one of the greatest remaining expanses of largely undisturbed riparian corridor in coastal southern California. As a result, the greater watershed serves as valuable habitat, providing a diversity of vegetative and aquatic habitats that support numerous plants and animals, including 500 plant species, 236 bird species, 52 mammal species, 43 reptile species, 26 fish species and 24 species of aquatic invertebrates. With 7 federal or state listed endangered or threatened species, and more than 60 other species listed by the state and other groups as having special concern, the SMR watershed is considered to be of high ecological importance. Increasing development and large-scale land use changes upstream and potential impacts to downstream ecosystems, however, are of increasing concern. The upper watershed includes some of the fastest growing urbanized areas in California (Cardno, 2013).

The northeast corner of the property is within a quarter mile of the border between San Diego County and Riverside County; the Community of De Luz Heights lies to the west; the San Diego State University Santa Margarita Ecological Reserve lies to the northeast and the San Diego County Santa Margarita Preserve lies to the southwest.

The approximately 1,384-acre property is composed of 34 parcels (Appendix A). The property is located in Section 36 of Township 8 South, Range 4 West; Sections 4,5,6,7,8,9 and 17 of Township 9 South, Range 3 West; and Sections 1 and 12 of Township 9 South, Range 4 West of the U. S. Geologic Survey (USGS) 7.5 minute Fallbrook and Temecula quadrangle maps.

B. Property Boundaries and Adjacent Land Use

The property is bound by a mix of rural residential development, agricultural use land, open space protected areas, and undeveloped land. Specifically, the southwest corner of the property lies approximately one-half mile northeast of the intersection of Del Luz Road and Sandia Creek Drive, in the northern portion of Fallbrook, an underserved community. According to the County of San Diego Planning Department, the property is zoned for Open Space Use (EEI, 2016). Along the Santa Margarita River, both up and down river, two conservation properties adjoin the site. All together the three open space areas extend over an eleven-mile reach (See figure

2). Upriver from the site a 4,344-acre open space known as the Santa Margarita Ecological Reserve, managed by San Diego State University, provides protected sites for research and education on Southern California ecosystems. The reserve lies on the Riverside/San Diego county line between Temecula and Fallbrook. Downriver from the site a 221-acre open space known as the Santa Margarita Preserve, managed by the County of San Diego, is part of the draft North County Multiple Species Conservation Plan, and provides pedestrian and equestrian trail access to visitors. Visitors to the San Diego Santa Margarita Preserve use trail access to connect with the existing trails on the subject property. The subject property is located within a key wildlife corridor that spans the area between the coastal Santa Ana Mountains, encompassing Marine Base Camp Pendleton, and the southeastern portion of the Santa Margarita River headwaters that lie on the northwestern slopes of Palomar Mountain within the Cleveland National Forest.

A central component of this land acquisition transfer is the protection of 1,384-acres of land for natural resource conservation purposes in perpetuity. By securing conservation of the property, this preserve will provide natural resource protection and wildlife connectivity between not only the adjacent open space properties but also, will contribute to the larger landscape level efforts to conserve an ecologically important wildlife corridor known as the Palomar Mountain to Santa Ana Mountain Connection (South Coast Wildlands, 2008). Preserving the Santa Margarita River Valley as a wildlife corridor is essential to protecting the ecological integrity of a significant portion of the California South Coast Ecoregion. Providing wildlife with refuge from anthropogenic pressures such as habitat loss, habitat fragmentation, pollution and other prominent disturbances and threats allows those species to avoid being harmed, and in some cases from going extinct. Wildlife corridors allow for the free movement of plant and animal species over time, enabling species to be more resilient when responding to human activities, climate change, disease outbreaks and competition. The unique types of habitats found along this reach of the Santa Margarita River, notably riparian areas, are important to the survival of a number of wildlife species and support critical habitat for sensitive and endangered species.

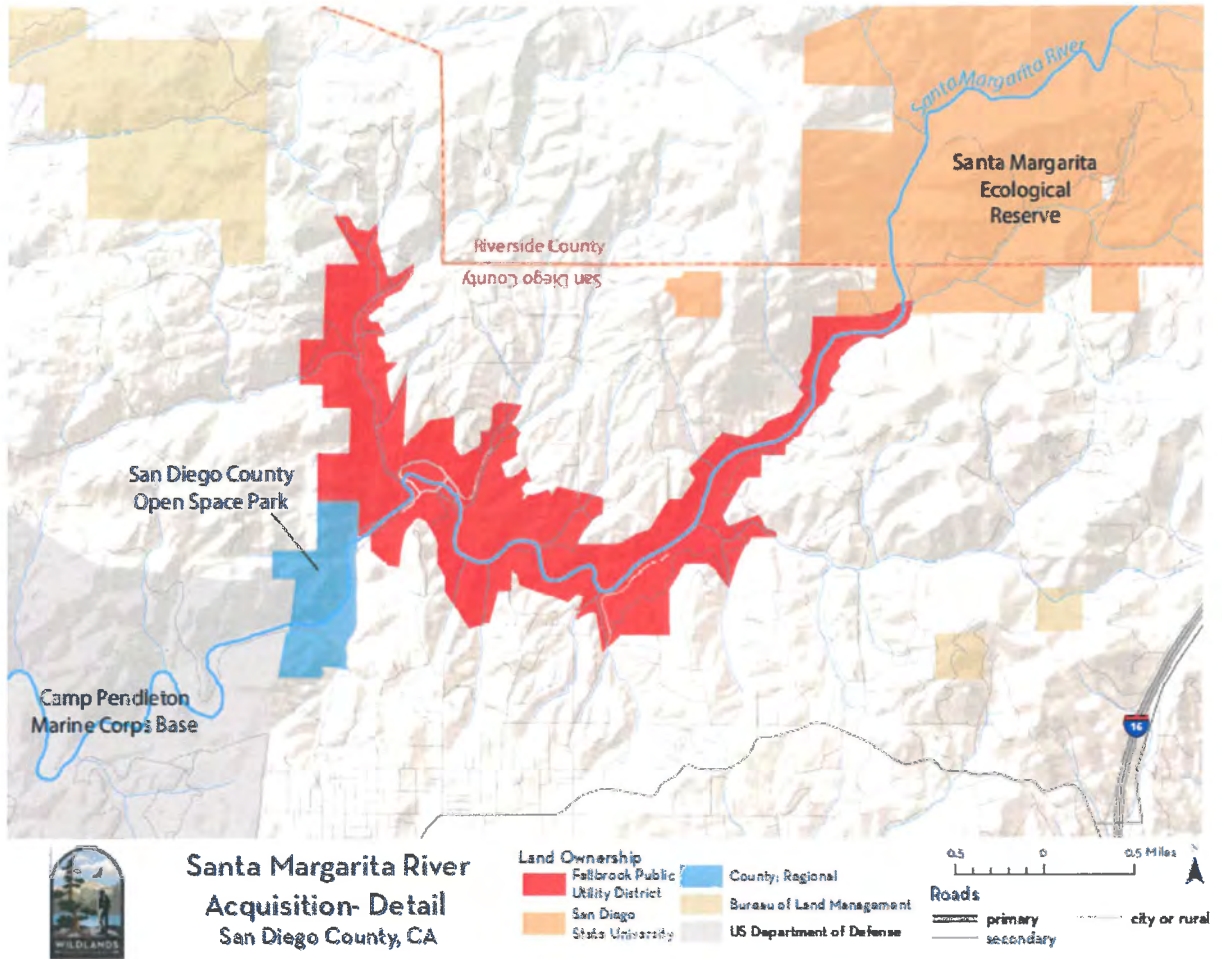


Figure 2. Map of the property and nearby protected areas

The property presents both a tremendous opportunity and a unique challenge for the project partners, TWC, FTC, and Coastal Conservancy. While its location within the natural landscape by itself would make the property a critical target for protection, its value as a stronghold for wildlife within a relatively urbanized area only increases the importance of conservation. The Santa Margarita River’s history of public access calls for on-site stewardship that will not only encourage public education and improved access to a valued riverine open space within disadvantaged communities, but also to provide the guidance and support to preserve and enhance the exceptional recreational resources of the property. The Wildlands Conservancy, in collaboration with the Fallbrook Trails Council, stands ready to address the challenges of managing the public’s use of the property and balancing that use with the protection of the natural environment.

C. Geology, Soils, Climate, Hydrology

The confluence of Murrieta and Temecula Creeks join to form the Santa Margarita River on the Santa Margarita Ecological Reserve. Geologically, the Santa Margarita River has persisted within a relatively confined space for around 70 million years. The river is confined within the canyon formed by a weakened interface between the Bedford Canyon Formation and Woodson Mountain Formation (Abbot, 1999). The riverine environment provides habitat for aquatic species and gives rise to a lush riparian forest in an otherwise semi-arid landscape.

A variety of distinct soil units occur throughout the Santa Margarita River Valley. On the property, in particular, two soil units are most abundant. Several Cieneba soil series, which are derived from granitic parent material, compose the vast majority of soil units found on the property. Cieneba and Vista soil units support the chaparral plant communities that occur outside of the riparian area. Riverwash is the second most prominent soil unit on the property. Riverwash is a collection of soil materials transported and deposited by a river. On the Santa Margarita River, riverwash supports a riparian forest of several broadleaved tree species and a diverse understory assemblage of species that occupy the wide alluvial floodplains of the river. See Appendix B for more information on the soils found on the property.

The Mediterranean climate of California is shared with the region encompassing the property. Specifically, the property belongs to the Humid Temperate Domain within the California Chaparral Province. With mild, wet winters and hot, dry summers, the Santa Margarita River Preserve is prone to flooding during winter storm events and periods of drought during the summer season. Temperatures range from as low as 43 degrees Fahrenheit to as high as 90 degrees Fahrenheit. Within the past decade, the area's precipitation has ranged from 5 inches to 25 inches annually. Much of the precipitation falls during the months of October through April. (PRISM, 2016)

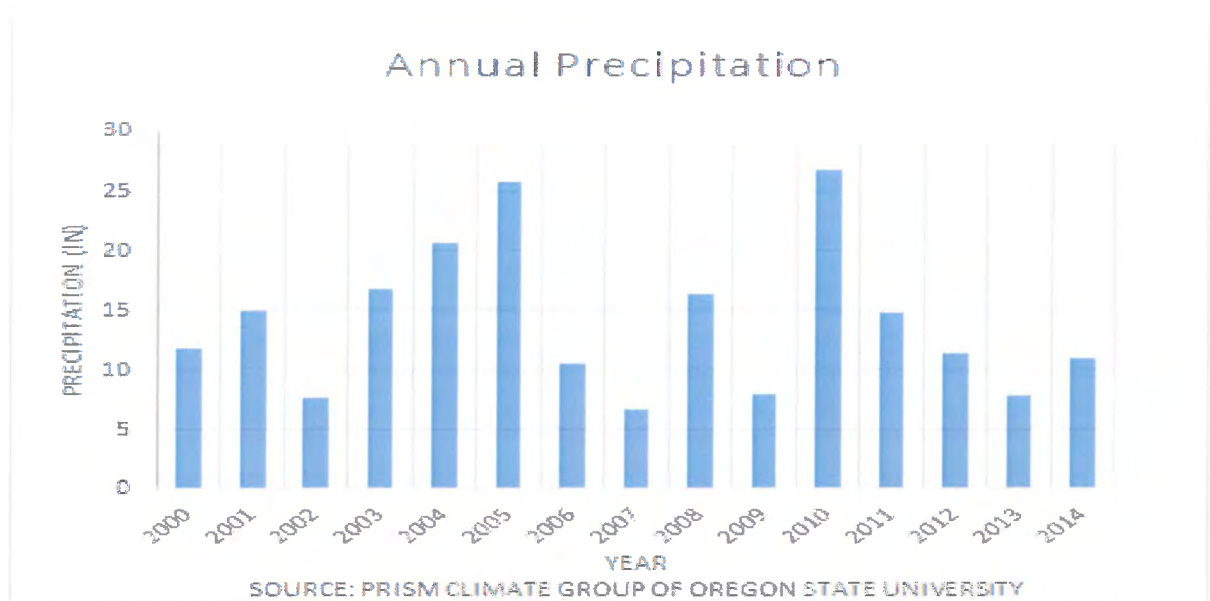


Figure 3. Annual precipitation estimated for the property from 2000 to 2014

D. Cultural Resources

The Santa Margarita River Valley was historically used by the people of the Luiseño tribe to travel between coastal village sites and inland village sites near Temecula. To this day there are signs of their presence within the river valley. A railroad was built in 1880 that connected Fallbrook to Temecula through the Santa Margarita River Valley. This railroad was used to transport visitors and goods. The railroad tracks were washed out several times by flood waters, although there are remnants of the rails that can be seen in several locations. These are but a few examples of the rich cultural history embedded in the Santa Margarita River valley. TWC intends to further study and learn about the fascinating array of cultural histories rooted in the Santa Margarita River Valley and share those with visitors.

E. Developed Infrastructure

County of San Diego maintains several miles of roads that transect through the property including Sandia Creek Drive, Rock Mountain Drive, Willow Glen Road, and North Stage Coach Lane. FPUD water supply lines traverse the property at the northwest, central and northeast portions of the property. High voltage electrical transmission lines run across the northeast portion of the property near Sandia Creek. Low voltage electrical lines run along the road near the Sandia Creek parking area and along Rock Mountain Drive.

There are a number of debris deposits within the property, some of which are associated with the sites of former structures. For the most part, the debris has been removed by FPUD before transfer of the property; the remainder will need to be

further investigated and will be addressed in the management sections of this document.

F. Public Access

1. Existing Access and Use

As noted above, the Santa Margarita River property has been owned by FPUD since the 1950s. Throughout the subsequent decades locals used the site as a place to recreate in a variety of different activities. While most of the recreation has been passive in nature and harmless to the property, some users occasionally engaged in activities and public uses that posed a clear danger of damaging the property. In response, FPUD's Board of Directors has adopted formal regulations that govern the proper use of the property for passive recreation and restrict unlawful and damaging activities. The Fallbrook Trails Council (FTC), who is affiliated with Live Oak Park Coalition, a 501(c)(3) nonprofit organization, has been responsible for the development and maintenance of recreational infrastructure within the property since 1999.

FTC and its dedicated members have provided FPUD not only with a volunteer workforce and paid workers to steward the trails system used by horseback riders, hikers, and bicyclists, but also have become the ambassadors of the property, helping to patrol the property and convey management issues to FPUD personnel. Although the situation regarding misuse of the property has improved tremendously with the frequent presence of FTC members, some recurring problems persist. As a stopgap measure FPUD has hired part-time security to help curb unauthorized uses of the property during high use periods. Moving forward, the need for an on-site presence as well as necessary funding for enforcement and enhancement of the property's stewardship will be addressed collaboratively by The Wildlands Conservancy and Fallbrook Trails Council.

Currently, public access is concentrated from two locations, the adjoining Santa Margarita County Preserve and at the Sandia Creek Drive parking area. See figure 4. Ten additional access points are located along the northern and southern borders of the property and are primarily used for management purposes. These access points are located on River Oaks Ln., Vista Del Lago, North Stagecoach Ln., Riverview Dr., Willow Glen Rd., Rock Mountain walk-in, Via Ranchitos, Via De Gavilan, Cinco Arroyo, and Via Del Rio. The trail system extends roughly from the County Preserve, past the Sandia Creek parking area, to the northeastern extent of the property near the border with the Santa Margarita Ecological Reserve. No public access is permitted to the portion of the property along Sandia Creek upstream of its confluence with the Santa Margarita River.

The members of the FTC have contributed to the management of trails by working alongside county and local planning commissions through fundraising efforts for a

number of trail improvement projects. FTC has also worked in conjunction with Cal Fire, North County Fire, and the local Sheriff's department to develop first responder protocols for emergencies that may arise within the boundaries of the property. FTC has marked the trails with georeferenced fiberglass posts to facilitate navigation of the trail system by visitors and to provide first responders with reference points in the event of an emergency.

Each year, FTC carries out trail maintenance activities on the trail system with the assistance of volunteers and paid workers. Approximately 18 miles of multi-use trails extend throughout the property. The trail network contains a combination of single-track width and double-track width unpaved trails that are used by a variety of passive non-motorized recreational user groups. People on foot generally initiate their hikes from the Sandia Creek parking area. Equestrian riders typically commence their rides from the adjoining Santa Margarita County Preserve or at the Willow Glen Road access point. The SMR Baseline Trail Map (Figure 4) provides the general arrangement of the multi-use trail system, current as of October 2016.

The most popular sections of trail are established along the grade of the river for the majority of its length through the property, falling along river terraces and crossing sandy floodplains. Several river fords link these sandy floodplain areas with trail segments that lie along the elevated river terraces and upland slopes of the river valley. For hikers and bikers, several miles of trails may be accessed by staying on either the north or south sides of the river, without having to cross as is required for equestrian users. Equestrian riders must cross the river at ford locations to avoid passing over segments of the trail that are unsafe for riders and their horses to navigate.

Due to the active riverine processes of flooding, erosion, sediment transportation and deposition, etc., it is necessary to occasionally realign small trail segments and fords in order to maintain connectivity over the greater trail system. The riparian area is where some of the most abundant natural resources occur, highlighting the need for additional care to be taken when making management decisions and recreating in these portions of the property. FTC has become accustomed to the need to evaluate the changing conditions of the trails located near the river and adapt uses accordingly.

On the south side of the river, the Five-Hundred Foot trail traverses along the middle of the hillslope providing a number of great vantage points to view the Santa Margarita River Valley. Likewise, on the north side of the river there are multiple trail segments that rise in elevation from near the river onto surrounding ridgetops that line the rim of the river valley. These ridgetop trails have commanding views of the riparian canopy, river, adjoining upland landscapes and granite-studded horizons. The Santa Margarita River Property is a remarkable sight to behold, one worth preserving through conscientious stewardship forever.

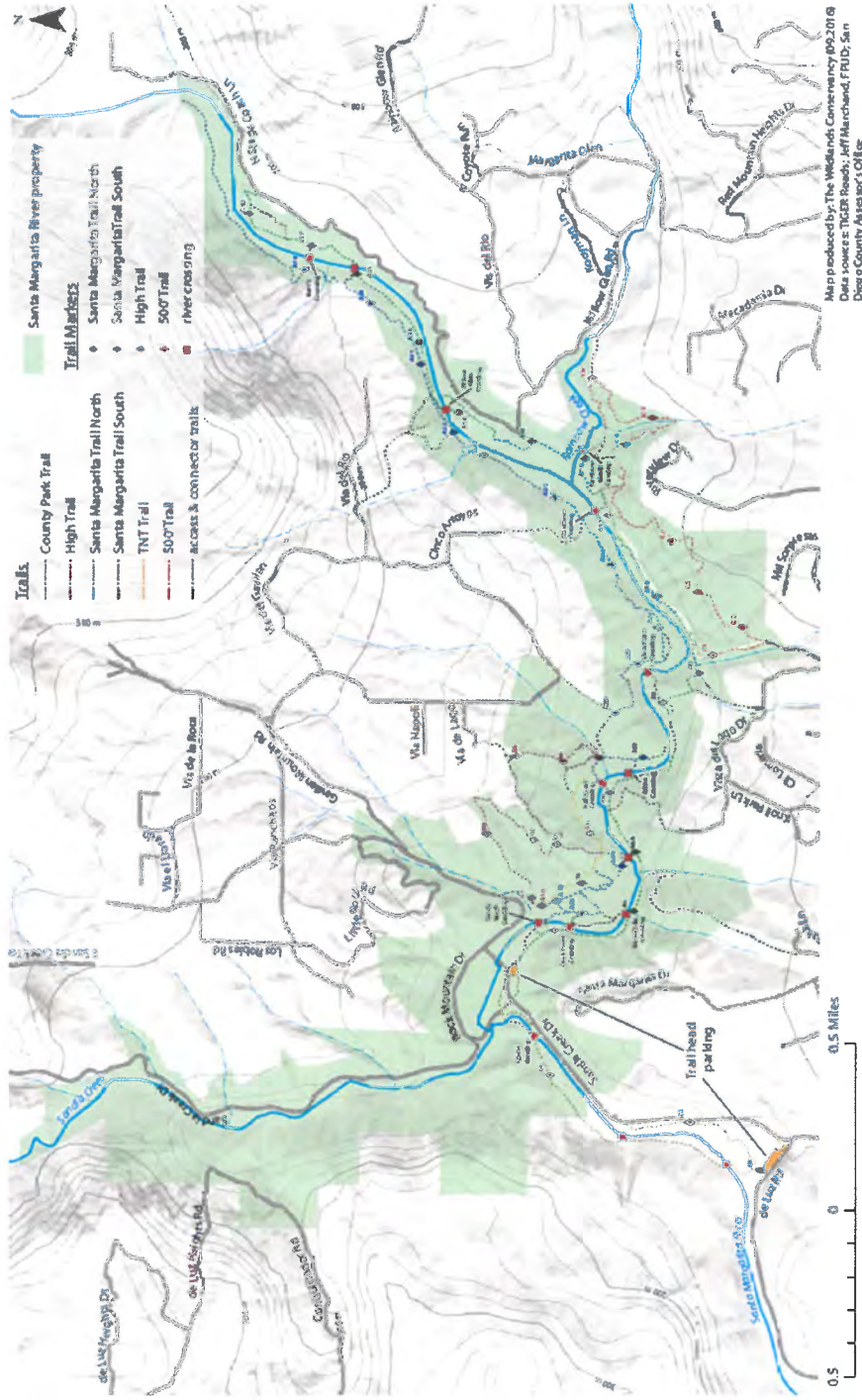


Figure 4. Topographic trail map

2. Future Use

TWC, in partnership with FTC, will continue providing opportunities for visitors to engage in low-intensity, passive, non-motorized recreation that is compatible with resource values. In addition, TWC plans to offer outdoor educational opportunities for children and adults to help deepen their understanding of natural resources, so that they are motivated not only to respect and preserve the resource values of the property, but also to apply that motivation in their daily life.

The portion of the property along Sandia Creek may be designated a wildlife refuge with no public access beyond existing trails. In total, TWC has identified approximately 460 acres that may be set aside as wildlife refuge area (see Figure 5). TWC plans to install signage and access controls such as fencing and strips of native vegetation to curtail entry onto the property along Sandia Creek Dr. and in sensitive riparian areas along the mainstem of the Santa Margarita River. In addition, TWC will provide daily on-site patrols to ensure that the public understands and complies with all visitor regulations, including no dumping/ leave no trace rules, dog leash rules, trail use rules, and strict enforcement of graffiti and no hunting laws. Subject to the availability of funding, TWC plans to continue restoration of several previously disturbed areas (homesites), which FPUD has commenced within the proposed Sandia Creek refuge area.

TWC plans to staff the preserve with an on-site Preserve Manager and Ranger(s). The combination of interpretive infrastructure such as signage and informational brochures along with the daily on-site staff is expected to yield improvements in the manner in which visitors access and interact with the property. TWC's provision of an on-site Ranger residence will serve to provide the property with greater security and provide the public with a point of contact who represents the preserve. Having an on-site Ranger will enhance the preserve stewardship by providing the public with someone who is available to answer questions and provide interpretive explanations of the natural resource management objectives and policies employed by TWC on the property.

At the same time, TWC's regular patrol presence throughout the property will ensure that the public uses the property in accordance with the regulations set forth by TWC which are adopted from the FPUD Regulations that are part of this Management Plan (Appendix "C"). TWC will continue to coordinate with local law enforcement agencies (San Diego Sheriff, CDFW Game Wardens, and Highway Patrol) to protect the resource values of the property and maintain a safe environment for visitors.

Finally, TWC's resource expertise, coupled with the heightened awareness of the sensitive nature of the resources on the property as exemplified by this plan, will assure that all operations and maintenance activities on the property comply with applicable regulations and best management practices. TWC staff will be trained to identify sensitive species and sensitive species habitat in order to protect and conserve those areas. This effect will be magnified by the beneficial impact of TWC's

education and outreach programs that will highlight the broad diversity of species that inhabit the Santa Margarita River Valley. The impact of all these actions will be to maintain appropriate access for the public's passive enjoyment of the property while protecting the rich natural resources and enhancing them over time.

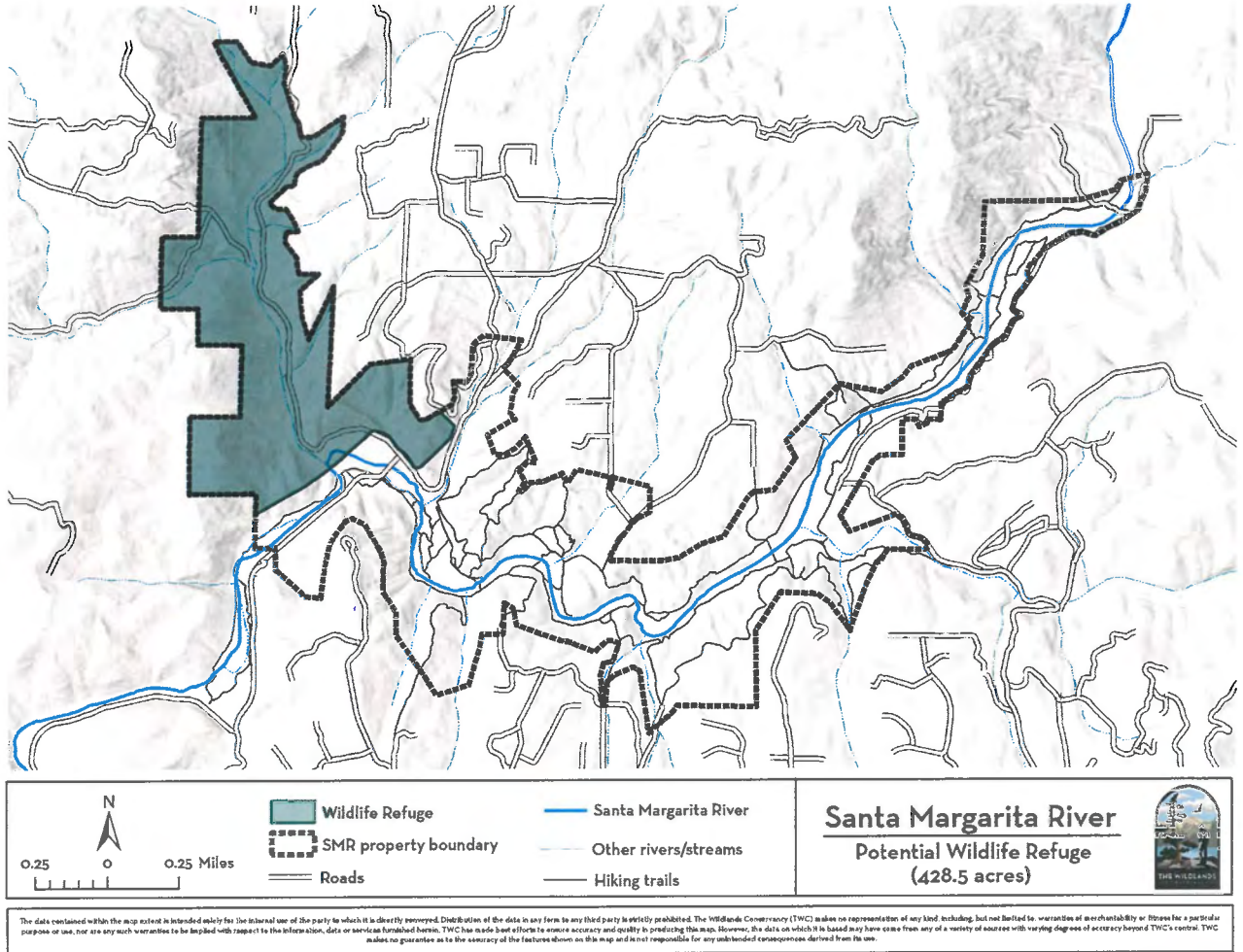


Figure 5. Potential Refuge Area

III. Habitat and Species Description

A. Vegetation Communities, Habitats, and Plant Species

The Santa Margarita River exemplifies the meaning of a high value conservation area. With the only remaining free-flowing river system in Southern California draining through a suite of biologically diverse ecosystems, this property combines to offer an exceptional opportunity for sustaining the ongoing conservation efforts of San Diego and Riverside counties, NGOs, as well as state and federal government agencies within the California South Coast Ecoregion. The Santa Margarita River Preserve is a key wildlife corridor for many sensitive and endangered species. In addition, several endemic flora and fauna species are found on the property. Stewarding the natural resources of this vital wildlife corridor is an important component of preserving the ecology of the Palomar-Santa Ana mountain region of the South Coast Ecoregion of California. The following paragraphs draw from an analysis report composed by Helix Environmental Planning in 2015.

Over a dozen distinct vegetation communities exist on the property, harboring unique habitat for a variety of associated wildlife species. These vegetation communities include streams (open water, scoured bedrock, sand bars, and freshwater marsh) southern cottonwood-willow riparian forest, southern riparian woodland, southern coast live oak riparian forest, southern willow scrub, southern riparian scrub, coast live oak woodland, mule fat scrub, Diegan coastal sage scrub, cottonwood scrub oak chaparral, southern mixed chaparral, chamise chaparral, coastal sage-chaparral, eucalyptus woodland, and non-native grassland. Many of these habitats are designated as sensitive and are listed in Table 1 and described below (HEP, 2015).

Sensitive habitat is defined as land that supports unique vegetation communities or the habitats of rare or endangered species or subspecies of animals or plants as defined by Section 15380 of the California Environmental Quality Act (CEQA) Guidelines. San Diego County Code 86.601 Resource Protection Ordinance (RPO) outlines special controls on development for the County's wetlands, floodplains, steep slopes, sensitive biological habitats, and prehistoric and historic sites; and that present methods adopted by the County must be strengthened in order to guarantee the preservation of these sensitive lands. Sensitive vegetation communities in the study area include: southern riparian forest, southern riparian woodland, southern coast live oak riparian forest, southern willow scrub, mule fat scrub, southern riparian scrub, streambed, coast live oak woodland, Diegan coastal sage scrub, coastal sage-chaparral transition, all chaparral types, and non-native grassland.

Table 1 HABITAT/ VEGETATION COMMUNITIES	
Type*	Acre(s)
Southern Cottonwood-Willow Riparian Forest (61300)	209.1
Southern Riparian Woodlands- including disturbed (62000)	4.0
Southern Coast Live Oak Riparian Forest (61310)	82.5
Mule Fat Scrub (63310)	4.3
Riparian Scrub (63000)	1.6
Stream (64140; includes Freshwater Marsh [52400])	20.5
Coast Live Oak Woodland (71160)	71.4
Diegan Coastal Sage Scrub- including disturbed (32500)	64.0
Coastal sage- Chaparral Transition (37G00)	18.1
Scrub Oak Chaparral (37900)	5.9
Southern Mixed Chaparral (37121)	811.8
Chamise Chaparral (37200)	24.0
Eucalyptus Woodland (79100)	1.0
Non-native Grassland (42200)	17.2
Agriculture (18000)	6.4
Disturbed Habitat (11300)	24.2
Developed Land (12000)	13.1
Total	1,379.5

*Holland vegetation codes are provided parentheses (Oberbauer, et. al. 2008)

A total of 209.1 acres of southern riparian forest and 4.0 acres of southern riparian woodland are present in the major streambeds and canyons (HEP, 2015). Southern riparian forests and woodlands are comprised of winter-deciduous trees that rely on water availability provided by the Santa Margarita River. Western sycamores (*Plantanus racemosa*) and Fremont Cottonwood (*Populus fremontii* spp. *fremontii*) dominate the upper canopy while a variety of willow (*Salix* spp.) occur within the lower strata of this habitat type (Holland, 1986). Associated understory species include mule fat (*Baccharis salicifolia*), stinging nettle (*Urtica dioica* ssp. *holosericea*), and wild grape (*Vitis girdiana*). A woodland differs from a forest in arrangement rather than composition, where a forest has a dense canopy of overlapping tree crowns in the upper stratum. Woodlands, on the other hand, have large gaps between individual trees or groups of trees. Southern riparian forests and southern riparian woodlands fall under the California Department of Fish and Wildlife (CDFW) jurisdictional habitat and County Resource Protection Ordinance (RPO) wetland.

A total of 71.4 acres of southern coast live oak riparian forest is present in the upper reaches of several streams and along the edges of the canyon drainages. Southern coast live oak riparian forest is an open to locally dense, evergreen, sclerophyllous, riparian woodland that is dominated by coast live oak (*Quercus agrifolia* var. *agrifolia*), but it is common to find western sycamore interspersed within this habitat type (HEP, 2015). Southern coast live oak riparian forest occurs on fine-grained alluvial soils on the floodplains along large streams in the canyons and valleys of coastal southern California (Holland, 1986). Species associated with this vegetation community include toyon (*Heteromeles arbutifolia*), Mexican elderberry (*Sambucus mexicana*), spreading snowberry (*Symphoricarpos mollis*), California rose (*Rosa californica*), California blackberry (*Rubus ursinus*), and poison oak (*Toxicodendron diversilobum*). South coast live oak riparian forest is CDFW habitat and RPO wetland.

Approximately one-half acre of southern willow scrub is present within the major drainages of the property (HEP, 2015). Southern willow scrub consists of dense broadleaved, winter-deciduous stands of trees dominated by short statured willows (*Salix* sp.) in association with mule fat (*Baccharis salicifolia*), and with scattered emergent cottonwood (*Populus fremontii*) and western sycamores (*Plantnus racemosa*). This vegetation community occurs on loose, sandy or fine gravelly alluvium deposited near stream channels during flood events. Frequent flooding maintains this early seral community, preventing succession to a riparian woodland or forest (Holland, 1986).

Mule fat scrub composes approximately 4.3 acres of land scattered throughout the edges of the riparian corridor in patches of various sizes located on floodplains. Mule fat scrub is a shrubby riparian scrub community dominated by mule fat and interspersed with small willows. The rather frequent occurrence of floods prevents the conversion of this community to a cottonwood- or sycamore- dominated riparian woodland or forest (Holland, 1986).

A total of 1.6 acres of southern riparian scrub occurs in the larger drainages of the property. Southern riparian scrub is a generic term for several shrub-dominated communities that occur along drainages and/or riparian corridors including southern willow scrub, mule fat scrub, and tamarisk scrub. Riparian scrub habitat is CDFW jurisdictional and is considered RPO wetland.

Over twenty acres of the property is classified as belonging to stream, or freshwater marsh. The Santa Margarita River typically has slow moving or standing water flowing through it, with the exception of winter storm events that have the capacity to produce floods. Freshwater marsh is dominated by perennial, emergent monocots, 5 to 13 feet tall, forming incompletely to completely closed canopies. This marsh vegetation occurs along the coast and in coastal valleys near river mouths and around the margins of lakes and springs, and freshwater or brackish marshes. These areas are semi- or permanently flooded yet lack a significant current (Holland, 1986). Stream habitat is United State Army Corps of Engineer (USACE) and CDFW jurisdictional and is considered RPO wetland. The upper main stem of the Santa Margarita River, Rainbow Creek and Sandia Creek are listed as impaired under the US Environmental Protection Agency Clean Water Act section 303 (d) list of impaired water bodies for pollutants such as phosphorus, nitrogen, metals, sulfates, and total dissolved solids.

Approximately 71.4 acres of coast live oak woodland is present along the fringes of the major drainages and within the canyons. Coast live oak woodland is an open to dense evergreen woodland or forest community (dominated by coast live oak) that may reach a height of 35 to 80 feet. The understory is composed of toyon, blue elderberry, spreading snowberry, fuchsia-flowered gooseberry (*Ribes speciosum*), and poison oak. The herbaceous understory is dominated by miner's lettuce (*Claytonia perfoliata var. perfoliata*) and chickweed (*Stellaria media*). This community occurs along the coastal foothills of the Peninsular Ranges, typically on north-facing slopes and shaded ravines (Holland, 1986).

A total of 64 acres of Diegan coastal sage scrub occurs on the property. Diegan coastal sage scrub is considered a sensitive habitat by the United State Fish and Wildlife Services (USFWS), CDFW, and the County due to the destruction of nearly 72 percent of the San Diego County's original sage scrub habitat (Oberbauer and Vanderwier, 1991). Diegan coastal sage scrub may be dominated by a variety of species depending upon the edaphic, slope, and aspect of the given site. Associated species within this habitat type include California sagebrush (*Artemisia californica*), California buckwheat (*Eriogonum fasciculatum ssp. fasciculatum*) and black sage (*Salvia mellifera*).

Approximately 5.9 acres of scrub oak chaparral occur on the property. Scrub oak chaparral is a dense, evergreen chaparral up to 20 feet tall, dominated by scrub oak (*Quercus dumosa*) with considerable mountain mahogany (*Cercocarpus betuloides*). Scrub oak chaparral occurs in somewhat more mesic areas than many other chaparrals, such as north facing slopes, and recovers more rapidly from fires than

other chaparrals due to resprouting capabilities of scrub oak (Holland 1986; Keeley and Keeley 1988).

Approximately 811 acres of southern mixed chaparral occur in the study area with the vast majority arising from granitic soils. A mafic southern mixed chaparral component of this classification occurs on 17.8 acres located on the slopes above the Santa Margarita River in the northeastern portion of the property. Southern mixed chaparral is comprised of broad-leaved sclerophyllous shrubs that can reach 6 to 10 feet in height and form dense often nearly impenetrable stands with poorly developed understories. In this mixed chaparral, the shrubs are generally tall and deep rooted, with a well-developed soil litter layer, high canopy coverage, low light levels within the canopy, and lower soil temperatures (Keeley and Keeley 1988). This vegetation community occurs on dry, rocky, often steep north-facing slopes with little soil. As conditions become more mesic, broad-leaved sclerophyllous shrubs that resprout from underground root crowns become dominant. Depending upon relative proximity to the coast, southern mixed chaparral is dominated by chamise (*Adenostoma fasciculatum*), mission manzanita (*Xylococcus bicolor*), coast white lilac (*Ceanothus verrucosus*), Ramona lilac (*Ceanothus tomentosus*), white-stem wild-lilac (*Ceanothus leucodermis*), big-berry manzanita (*Arctostaphylos glauca*), and scrub oak (*Quercus dumosa*). This vegetation community provides important habitat for wide-ranging species such as mule deer (*Odocoileus hemionus*) and mountain lion (*Felis concolor*). The County considers this vegetation community sensitive.

Approximately 24 acres of granitic form chamise chaparral occur on the property. Chamise chaparral is the most widely distributed chaparral shrub and is dominated by the species chamise (*Adenostoma fasciculatum*). This vegetation community is found from Baja to northern California in pure or mixed stands. The ubiquitous distribution of chamise chaparral may be the result of chamise being the only chaparral species that regenerates from fire from both an underground root crown and the production of seeds (Rundel, 1986). It often dominates at low elevations and on xeric south facing slopes with 60 to 90 percent canopy cover. Along its lower elevation limit, chamise chaparral intergrades with coastal sage scrub (Rundel, 1986). Mission manzanita and black sage are minor plant species associated within this vegetation community. Chamise chaparral is considered a sensitive habitat by CDFW and the County. (HEP, 2015)

A total of 1.0 acre of eucalyptus woodland was identified on the property and are dominated by stands of red gum (*Eucalyptus camaldulensis*) within the major drainages. Red gum is a non-native species that is commonly found in disturbed areas; it is also widely cultivated in California and is the most widely planted species of eucalyptus. (Hickman, ed. 1993)

Non-native grassland dominated by annual grasses and a mixture of native forbs covers approximately 17.2 acres of the property. Non-native grassland is a dense to sparse cover of annual grasses, often associated with native annual forbs. This association occurs on gradual slopes with deep, fine-textured, usually clay soils. Most

of the introduced annual species that comprise non-native grassland originated from the Mediterranean region of Europe, an area with a climate similar to that in California and a long history of agriculture. These two factors have contributed to the successful invasion and establishment of these species and the replacement of native grasslands by annual-dominated non-native grassland (Jackson, 1985).

Approximately 6.4 acres of the property has been classified as having been under agricultural production, though none of the property is currently agricultural. Orchards in the area studied are primarily avocado, although a few citrus trees are also present. The orchards are likely associated with adjacent operations.

Disturbed habitat occupies 24.2 acres. Disturbed habitat includes land cleared of vegetation (e.g., dirt roads and borrow pits), land containing a preponderance of non-native plant species such as ornamentals or ruderal exotic species that take advantage of disturbance (previously cleared or abandoned landscaping), or land showing signs of past or present animal usage that removes valuable wildlife habitat (HEP, 2015).

B. Animal Species

The Santa Margarita River Valley is an important area for endemic wildlife in Southern California. The availability of year-round water provides a vital resource that supports an array of important wildlife habitats and is utilized by an abundance of associated wildlife species. In addition, the upland ecosystems are home to a wide variety of unique wildlife species and sensitive natural communities that make the property rich in biodiversity. Moreover, several federal and state threatened and/or endangered species inhabit the land encompassing the Santa Margarita River Preserve. The survival of these natural communities and the individual threatened species depends largely upon the long-term existence of a wildlife corridor throughout the Santa Margarita River Valley. One critical function of the proposed preserve is to protect the wildlife habitat and ensure that the natural communities and wildlife species are given room to roam and expand over time.

A number of wildlife surveys have been completed on the property within the previous twenty years. Most recently, in 2015, Helix Environmental Planning conducted a series of wildlife surveys in the field and through the California Natural Diversity Database (CNDDDB 2015). Review of U.S. Fish and Wildlife (USFWS), MSCP sensitive species, and California Native Plant Society (CNPS; 2015) databases was also conducted. Davenport Biological Services conducted additional biological field surveys in 2008, between June 17th and July 30th. The results of these surveys have been summarized and are supplemented by additional findings that can be found in Appendix D. In the period of time immediately following the transfer acquisition, additional wildlife surveys will be conducted to improve the quality of species occurrences and habitat data.

Animals observed on the property by Davenport Biological Services in 2008 are listed below.

Fish

Arroyo Chub (*Gila orcutti*) were the only native fish that were observed within the Santa Margarita River. However, three exotic fish, the mosquito fish (*Gambusia affinis*), bluegill (*Lepomis macrochirus*), and common carp (*Cyprinus carpio*) were also observed.

Amphibians

Two native amphibians, the California toad (*Bufo boreas halophilus*), and Pacific tree frog (*Pseudacris regilla*), were also abundant and commonly observed within the Santa Margarita River. The Pacific tree frog was also common within Sandia Creek. The bullfrog (*Rana catesbeiana*) was also present and was heard calling from several deep pools. Other amphibian species, including California tree frog (*Pseudacris cadaverina*) and several salamander species, may also be present near the streams and in mature oak woodlands.

Reptiles

Despite the appropriateness of the habitat for most of southern California's native reptiles, only a few reptiles were observed during this survey. Reptiles observed included the western pond turtle (*Clemmys marmorata pallida*), western skink (*Eumeces skiltonianus*), Belding orange-throated whiptail (*Cnemidophorus hyperythrus beldingi*), western fence lizard (*Sceloporus occidentalis*), alligator lizard (*Gerrhonotus multicarinatus*), and southern Pacific rattlesnake (*Crotalus oreganos helleri*).

Mammals

Other than bats, mammals detected during this survey included the big-eared woodrat (*Neotoma macrotus*), California ground squirrel (*Spermophilus beecheyi nudipus*), desert cottontail rabbit (*Sylvilagus audobonii sanctidiegi*), striped skunk (*Mephitis mephitis holzneri*), western spotted skunk (*Spilogale gracilis*), long-tailed weasel (*Mustela frenata*), coyote (*Canis latrans clepticus*), and bobcat (*Lynx rufus californicus*).

Bats

Seven species of bats were found to be occupying the site. Bats detected during this summer survey included the big brown bat (*Eptesicus fuscus*), Silver-haired bat (*Lasiurus noctivagans*), western red bat (*Lasiurus blossevillii*), California bat (*Myotis californicus*), western small-footed bat (*Myotis ciliolabrum*), western

pipistrelle bat (*Pipistrellus Hesperus*), and Brazilian free-tailed bat (*Tadarida brasiliensis*).

Birds

Sixty-three species of birds were detected during surveys of the site. In both total number, and number of unique species, birds accounted for the majority of vertebrates observed. Several nesting pairs of least Bell’s vireo (*Vireo bellii pusillus*) were observed within and adjacent to the riparian plant communities associated with the Santa Margarita River and near the mouth of Sandia Creek. In addition, least Bell’s vireos were observed nesting in the coast live oak woodlands that bordered the Santa Margarita River.

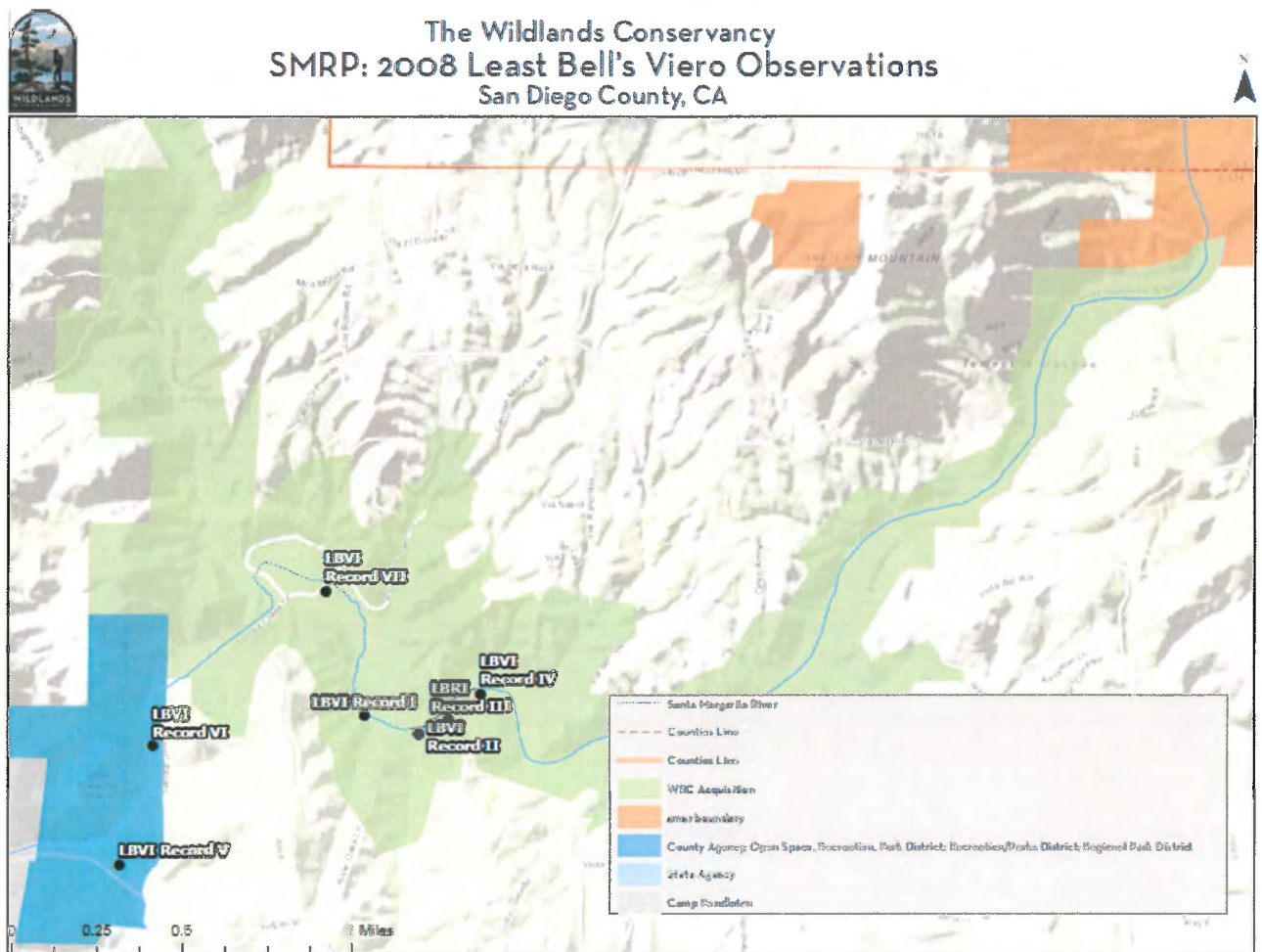


Figure 6. Least Bell's Vireo observation data from Davenport Biological Services surveys in 2008

C. Primary Threats and Stressors

Through interviews with the current land owner and stewards, review of environmental reports and online database searches, and conducting field reconnaissance tours several threats and stressors have been identified for the property. Regional threats and stressors are addressed in the Management Strategic Plan (MSP) created for the County of San Diego Natural Communities Conservation Plan (NCCP) (SDMMP, 2013). Here we describe several site-specific threats and stressors that pose a risk to the preserve and the natural resources therein.

The upper main stem of the Santa Margarita River, Rainbow Creek and Sandia Creek are listed as impaired under the US Environmental Protection Agency Clean Water Act (CWA) section 303 (d) list of impaired water bodies. Pollutants such as phosphorus, nitrogen, metals, sulfates, and total dissolved solids are responsible for the water bodies' listing impaired. Adjacent agricultural and upstream land uses likely contribute herbicides, insecticides, pesticides and pollutants from urban runoff into the watercourses resulting in harmful effects to aquatic and riparian habitats. Non-native invasive plants and animals threaten riparian areas and aquatic habitats.

Several threats and stressors negatively affect riparian vegetation communities. The combination of several of these threats and stressors pose a substantial risk of loss of habitat for many species under certain conditions. Riparian forests and woodlands are threatened by a shifting climate where droughts are more likely to occur and persist. When droughts are coupled with other threats such as invasive plants or insect pest attacks and diseases, the conditions for a significant loss of habitat or type conversion emerge. Locally, the spread of two insect pests are concerning because several of the dominant tree species within riparian systems including California sycamore (*Platanus racemosa*), cottonwood (*Populus spp.*) willow (*Salix spp.*) and oaks (*Quercus spp.*) are susceptible to Polyphagous shot hole borer (*Euwallacea sp.*) + *Fusarium* Dieback disease and/ or golden spotted oak borer (*Augrilus auroguttatus*).

Human activities, when not properly managed, can threaten riparian vegetation communities and upland habitats. Illegal dumping threatens species and degrades habitat. Pollution and physical harm can result as a consequence of illegal dumping. Animals may ingest toxic substances, become entangled or trapped in waste materials. Dumping often occurs adjacent to roads in chaparral, chamise, and sage scrub habitat communities as well as, along roads within Coast Live Oak woodland communities on the property. Recreational use in chaparral, sage scrub, and chamise habitats may also alter native wildlife movements and provide disturbed areas for invasive non-native grass species to encroach upon native vegetation communities. Trails and adjacent development can also alter the hydrology of natural topography, creating erosion issues and impacting native plant communities.

D. Special Status Species

Based on a 2015 report by Helix Environmental Planning, both sensitive plant and animal species inhabit, or use the property. A full list of the sensitive plants and animals are presented in Appendix D along with a ranking of their relative probability to occur on the property and a discussion of the methods used to ascertain their potential for presence. Sensitive plant species were defined in the report as those considered unusual or limited in that they are: (1) only found in the San Diego region; (2) a local representative of a species or association of species not otherwise found in the region; (3) severely depleted within their ranges or within the region.

1. Sensitive Plant Species

Twenty-five sensitive plant species have the potential to occur on the property, two of which are federally listed, however both have a low probability of occurring on the property (San Diego Ambrosia [*Ambrosia pumila*] and thread-leaved brodiaea (*Brodiaea filifolia*). Please refer to Table 2 for a list of the 25 sensitive plant species, their associated listing, or sensitivity status, and potential ranking (low, moderate, high) to occur on the property. See Appendix D for further descriptions of all twenty-five sensitive plant species habitats and the explanation of special status codes.

Species	Listing or Sensitivity*	Potential to Occur	Species	Listing or Sensitivity*	Potential to Occur
Chaparral sand-verbena (<i>Abronia villosa</i> var. <i>aurita</i>)	--/-- CRPR 1B.1 County List A	Low	San Diego ambrosia (<i>Ambrosia pumila</i>)	FE/-- CRPR 1B.1 County List A	Low
Rainbow manzanita (<i>Arctostaphylos rainbowensis</i>)	--/-- CRPR 1B.1 County List A County List A	High	Jaeger's bush milkvetch (<i>Astragalus pachypus</i> var. <i>Jaegeri</i>)	--/-- CRPR 1B.1 County List A	Moderate
Thread-leaved brodiaea (<i>Brodiaea filifolia</i>)	FT/SE CRPR 1B.1 County List A	Low	Orcutt's brodiaea (<i>Brodiaea orcuttii</i>)	--/-- CRPR 1B.1 County List A	Low
Santa Rosa basalt brodiaea (<i>Brodiaea santarosae</i>)	--/-- CRPR 1B.2	Low	Lewis's evening-primrose	--/-- CRPR 3	Low

			(<i>Camissoniopsis lewisii</i>)		
Payson's jewelflower (<i>Caulanthus simulans</i>)	--/-- CRPR 4.2 County List D	High	Smooth tarplant (<i>Centromadia pungens ssp. laevis</i>)	--/-- CRPR 1B.1 County List A	Low
Orcutt's pincushion (<i>Chaenactis glabriuscula var. orcuttiana</i>)	--/-- CRPR 1B.2 County List A	Low	San Miguel savory (<i>Clinopodium chandleri</i>)	--/-- CRPR 1B.2 County List A	Moderate
Many-stemmed dudleya (<i>Dudleya multicaulis</i>)	--/-- CRPR 1B.2 County List A	Low	Sticky dudleya (<i>Dudleya viscida</i>)	--/-- CRPR 1B.2 County List A	Moderate
Robinson's peppergrass (<i>Lepidium virginicum var. robinsonii</i>)	--/-- CRPR 1B.2 County List A	High	Vernal barley (<i>Hordeum intercedens</i>)	--/-- CRPR 3.2	Low to moderate
Mesa horkelia (<i>Horkelia cuneata var. Puberula</i>)	--/-- CRPR 1B.1 County List A	Low	Romona horkelia (<i>Horkelia truncata</i>)	--/-- CRPR 1B.3 County List A	Low to moderate
Coulter's goldfields (<i>Lasthenia glabrata spp. coulteri</i>)	--/-- CRPR 1B.1 County List A	Low	Shevock's copper moss (<i>Mielichhoferia shevockii</i>)	--/-- CRPR 1B.2	Low
Intermediate monardella (<i>Monardella hypoleuca ssp. intermedia</i>)	--/-- CRPR 1B.3	Moderate	Felt-leaved monardella (<i>Monardella hypoleuca ssp. lanata</i>)	--/-- CRPR 1B.2 County List A	High
White rabbit-tobacco (<i>Psuedognaphalium leucocephalum</i>)	--/-- CRPR 2B.2	Moderate	Parry's tetracoccus Tetracoccus dioicus)	--/-- CRPR 1B.2 County List A	Low

2. Sensitive Animal Species

Thirty-seven sensitive animal species have a moderate to high potential to occur on the property. There is a high number of species that may occur on the property due to the undisturbed nature of the property and high quality of the various habitats therein. Please refer to Appendix D (Helix Environmental Planning report) for further descriptions of the sensitive animal species that may utilize or inhabit the property.

The property supports federally designated Critical Habitat for the coastal California gnatcatcher (*Polioptila californica californica*), least Bell's vireo (*Vireo pusillus bellii*), southwestern willow flycatcher (*Empidonax traillii extimus*), arroyo toad (*Anaxyrus californicus*), and habitat for the California species of special concern, the arroyo chub (*Gila orcutti*) and southwestern pond turtle (*Actinemys marmorata pallida*), as well as potential habitat for the yellow-billed cuckoo (*Coccyzus americanus occidentalis*) and steelhead trout (*Oncorhynchus mykiss*). Below we describe the habitat for each of these species and any confirmed observations occurring on the SMRP.

The range and distribution of the coastal California gnatcatcher (*Polioptila californica californica*) is closely aligned with coastal scrub vegetation. This vegetation is typified by low, less than 1 meter (3 feet) tall, shrub and sub-shrub species that are often drought deciduous (O'Leary 1990, p. 24; Holland and Keil 1995, p. 163; Rubinoff 2001, p. 1376). As defined by Westman (1983, pp. 6 and 10), the coastal scrub plant communities that overlap the range of the gnatcatcher include Venturan, Diegan, and Riversidean coastal sage scrub communities. As detailed by Campbell et al. (1998, pp. 421–433), gnatcatchers may also occur in other nearby plant communities, especially during the nonbreeding season, but gnatcatchers are closely tied to coastal scrub for reproduction (Atwood 1993, p. 151). Moreover, all coastal scrub is not equal with respect to gnatcatchers. Gnatcatchers are patchily distributed, and Winchell and Doherty (2008, p. 1325) found the density of gnatcatchers was highest in high-quality habitat and decreased as habitat quality decreased.

The vast majority of the breeding least Bell's vireo (*Vireo bellii pusillus*) population occurs in southern California from Santa Barbara County south through the lowland coastal areas to Baja, Mexico. A majority of the population currently inhabits territories in San Diego County, particularly on the Marine Corps Base Camp Pendleton (FWS, 2006). Least Bell's vireos require dense riparian woodlands and dense shrub-cover for breeding and foraging. Nests are commonly found below 20 feet in willow stands and in areas where a dense understory of herbaceous plants are present (RECON, 1989; Kus, 2002). Four least Bell's vireo territories were identified

during a 2015 survey of the subject property by Marine Corps biologist Alisa Zych. See figure 7.

The Southwestern willow flycatcher (*Empidonax traillii extimus*) has a breeding range that includes southern California, Arizona, New Mexico, extreme southern portions of Nevada and Utah, far western Texas, perhaps southwestern Colorado, and extreme northwestern Mexico (USFWS, 2002). In southern California southwestern willow flycatchers breed within thickets of willows or other riparian understory usually along streams, ponds, lakes, or canyons. One of the most important characteristics of the habitat appears to be the presence of dense vegetation, usually throughout all vegetation layers present. Almost all breeding habitats are within close proximity of water or very saturated soil. The southwestern flycatcher is highly likely to use the property, in fact surveys have yielded a confirmed sighting of a transient male southwestern willow flycatcher (Zych, 2015). See figure 7.

The arroyo toad (*Anaxyrus californicus*) breeding habitat is restricted to shallow, slow-moving stream habitats, and riparian habitats that are disturbed naturally on a regular basis, primarily by flooding. To provide appropriate arroyo toad habitat, a stream must be large enough for channel scouring processes to occur but not so large that habitat structure is lost after floods (Sweet, 1992). Arroyo toad larvae was discovered in a low-flow channel of the SMR mainstem in 2015 (Zych, 2015). See Figure 7. Although suitable habitat may exist on the property, no previous or subsequent sightings have been reported.

The arroyo chub (*Gila orcutti*) are native to the Santa Margarita River and are considered to be abundant in the upper reaches and in De Luz creek (Swift et al, 1993). Arroyo chub are found in habitats characterized by slow-moving water, mud or sand substrate, and depths greater than 40cm (Wells and Diana 1975). They are most common in streams with gradients of less than 2.5% slope (Feeney and Swift 2008), where water temperatures range from 10 to 28 degrees C (J. O'Brien, CDFW, unpublished data).

The southwestern pond turtle (*Actinemys marmorata pallida*) is native to central and southern California coastal areas. The western pond turtle is in decline throughout 75-80 percent of its range (Stebbins, 2003). Populations in southern California are particularly imperiled and are therefore included on the proposed list of protected species in the North County Multiple Species Conservation Plan (County of San Diego). Southwestern pond turtles occur in habitats with ponds, streams, creeks, and slow moving rivers. Southwestern pond turtles also require basking locations and may utilize upland sites for up to seven months out of each year.



The Wildlands Conservancy
SMRP: 2015 Federally Endangered Species Observations
San Diego County, CA

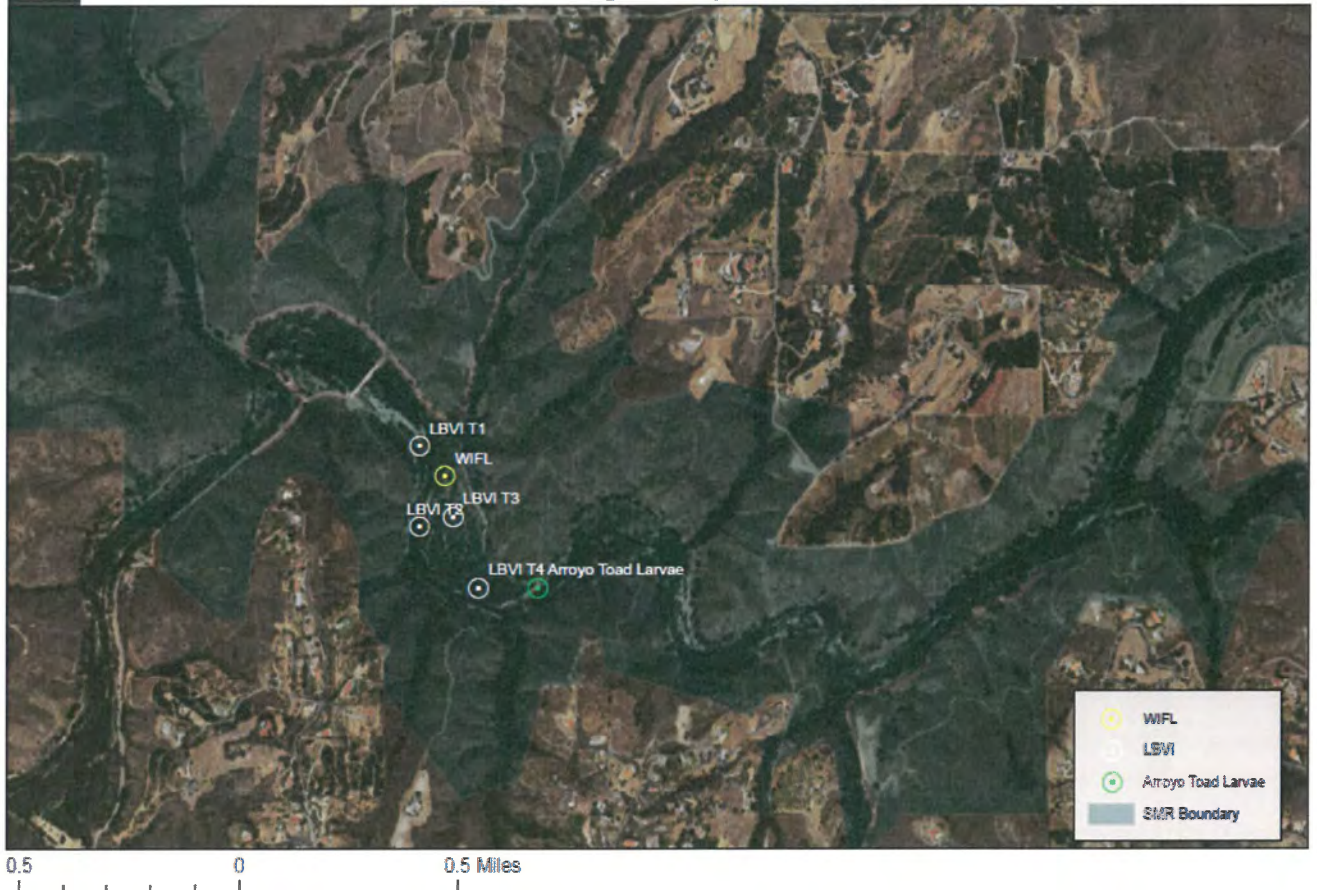


Figure 7. Location of a migrating willow flycatcher (WIFL), arroyo toad larvae (ARTO) and least Bell's vireo during the 2015 breeding season

Historical occurrence records for steelhead trout (*Oncorhynchus mykiss*) in the Santa Margarita River are primarily based on anecdotal observations and CDFW reports. CDFW Warden E.H. Glidden was reported to have rescued adult steelhead in the Santa Margarita River in the 1930s or 1940s (USFWS, 1998). Steelhead fry were collected in 1939 in the Santa Margarita River near its confluence with De Luz Creek (USFWS, 1998). One adult weighing five pounds was reported near the town of Temecula in the 1940s (USFWS 1993, as cited in USFWS 1998). CDFW memos from 1947 and 1949 (as cited in USFWS 1998) note, "...a few steelhead are known to enter the river on wet years and run

upstream to slightly above the Fallbrook area” and “A constant flow is present in the section opposite Fallbrook but summer temperatures and shifting sand bottom make it unsuitable for trout”. However, in the spring of 2009, 3 juvenile steelhead were captured and several others were sighted on Marine Corps Base Camp Pendleton by base biologists. The three fish were captured by hook and line just upstream of the De Luz Road Bridge. Each fish displayed physical characteristics of the smolt life stage. Each fish had a fin sampled for genetic analysis by National Marine Fisheries Services. One of the fish was concluded to be of steelhead ancestry with no trace of hatchery origin. This evidence indicates that in the one to two years prior to 2009, endangered steelhead successfully spawned in the Santa Margarita River (Cardo, 2013).

IV. Goals, Objectives and Strategies

Vision Statement

The ultimate goal for the Santa Margarita River Trail Preserve is to maintain and enhance the unique biological and recreational values on the property in perpetuity, and to engage the local community in the appreciation and preservation of those values by providing compatible and historic passive, trail-based, non-motorized multi-use recreational, equestrian and educational opportunities, as the property has been utilized for over 50 years.

Goals, Objectives, and Strategies

The following section describes long-term management objectives and strategies that focus on maintaining and enhancing the natural resources of the preserve. Subject to available grants and participation by partners and funders the actions proposed below will assist and enhance the long-term stewardship efforts of TWC; these may be completed by or with assistance from project partners, including universities, professional consultants, government agencies, NGOs, and volunteer citizen scientists.

A. Natural Resource Management

Goal: Identify native plant and animal species and the key habitats of sensitive species; maintain and enhance existing vegetation communities and water quality to support sensitive and other native wildlife species; identify, manage, and monitor the threats to native species and their respective habitats.

1. Sensitive Plant and Animal Monitoring

Objective: Identify the habitats of sensitive plant and animal species through habitat assessments and species-specific presence-absence surveys.

Strategy 1.1: In collaboration with consultants, resource conservation districts, and citizen scientists, TWC will carry out presence-absence surveys for sensitive plant and animal species, important detection measures to support the conservation of biodiversity on the property. If special status species are confirmed to exist on the property, the locations where such species are utilizing habitat will be identified and potential threats to the species and their habitats will be assessed. Working in conjunction with project partners, habitat protection measures will be planned and implemented for special status species.

Strategy 1.2: Focused surveys for special status bird species including, California coastal gnatcatcher (*Polioptila californica californica*), least Bell's vireo (*Vireo bellii pusillus*), southwestern willow flycatcher

(*Empidonax trailli extimus*), and western yellow-billed cuckoo (*Coccyzus americanus occidentalis*) will be carried out within three years. Following initial surveys, monitoring programs for each special status bird species will be conducted based on their specific recovery protocols in Table 5 or modified to apply the management needs of the preserve in collaboration with project partners.

Species	Survey Protocol
Southwestern Willow Flycatcher (<i>Empidonax trailli extimus</i>)	A Natural History Summary and Survey Protocol for the Southwestern Willow Flycatcher (Sogge et. al., 2010)
Least Bell’s Vireo (<i>Vireo bellii pusillus</i>)	Least Bell’s Vireo Survey Guidelines (USFWS, 2001)
California Coastal Gnatcatcher (<i>Polioptila californica californica</i>)	California Coastal Gnatcatcher Presence/ Absence Survey Guidelines (USFWS, 1997)

2. Sensitive Animal Species Management

Objective: Manage known sensitive species habitats by eliminating threats to the extent possible.

2.1 Least Bell’s Vireo Habitat Management

Managing known least Bell’s vireo habitat on the preserve will require a multifaceted approach in order to address potential threats posed to the species on the property and adjacent lands.

Strategy 2.1.1: Regularly monitor trail system and prohibit unauthorized attempts to expand trail system. Barriers and signage, as well as, authority of resource interpretation by trained staff members will be used to prevent the creation and use of unauthorized trails. All current access trails will be honored, and future trails will be evaluated on a case-by-case basis.

Strategy 2.1.2: Staff members who are trained in identifying vireos and their breeding habitat (Biological Monitors) will conduct focused surveys for vireos and evaluate habitat conditions on an annual basis.

2.1.2a: Biological Monitors will be trained by qualified biologist who are certified to conduct Least Bell's Vireo surveys.

Strategy 2.1.3: On site staff will educate visitors about the importance of habitat protection protocols for least Bell's vireo on the preserve. In addition, signage and educational material will be made available to explain the purpose of the activities proposed to protect least Bell's vireo habitat while retaining key access opportunities. Users observance of these restrictions is critical to the success of these habitat management measures.

Strategy 2.1.4: Trail maintenance activities within LBVI habitat areas will aim to minimize negative impacts on the habitat.

2.1.4a: Where new trail are constructed during the breeding season, a trained Biological Monitor will inspect the site to determine presence of nesting vireos, and redirect activities that may damage a nest or cause significant disturbance to nesting vireos.

Strategy 2.1.5: Regularly monitor trail system and prohibit unauthorized attempts to expand trail system. Barriers and signage, as well as, authority of resource interpretation will be used to prevent use of unauthorized trails.

2.1.5a: Impacted areas will be restored with appropriate native vegetation and/ or access control techniques.

2.1.5b: Signage and educational materials will be provided to visitors that explain the importance of observing the boundaries of the trails.

2.1.6: Regularly monitor recreational activities to ensure habitat protection measures are being observed by visitors.

3. Botanical Inventory

Objective: Compile a master list of flora occupying the property.

Strategy 3.1: Within the first three years, project partners will establish a master list of botanical species that occupy the property, and subsequently will conduct annual surveys to ensure that a census of annual and perennial plant species are accounted for. Existing botanical survey lists will be compiled and then amended to reflect the current assemblage of plant species occurring on the property. The botanical surveys will include focused surveys for identifying the presence and specific locations of sensitive species.

Strategy 3.2: At the end of five years, review the inventory results to determine if species have disappeared or appear to be threatened. Develop plans to maintain vegetation communities and control threats to sensitive plant species.

Strategy 3.3: At the end of five years, review the monitoring protocols and revise to reflect best practices and lessons learned in the initial period.

Strategy 3.4: Rare, threatened and endangered plant surveys will be conducted every three to five years. Once the Northern San Diego County Multiple Species Conservation Plan is finalized, rare plant monitoring methodologies will be adopted by preserve Staff and volunteers. In the refuge and surrounding areas not used by the passive recreation usage.

4. Forest Inventory

Objective: Develop a forest inventory.

Strategy 4.1: Approximately three hundred and fifty acres of the property supports forest and woodland habitat. Riparian forest and woodland habitats are important landscape elements within the larger mosaic of habitats found on the property, and support numerous sensitive and native wildlife species. Within the first three years, the project partners will develop forest inventory plots that are designed to track changes in southern riparian forest, southern riparian woodlands, and riparian oak woodlands, as these are designated as sensitive habitats and should be monitored.

Strategy 4.2: Review inventory data on a biennial basis to observe changes in forest cover; assess whether changes in management are required.

5. Wildlife Inventory

Objective: Identify the wildlife species that utilize and occupy the property.

Strategy 5.1: An ongoing effort by the project partners to record the presence of wildlife species that utilize and occupy the property will commence within the first year of TWC management. Wildlife studies have indicated the presence of hundreds of wildlife species. Recording wildlife presence through ongoing observations will help managers to better understand the habitat requirements of the species that occupy the property and the interaction between natural resources and recreation.

6. Invasive, Non-native Plant and Animal Control

Objective: Identify and address occurrences of invasive, non-native plants and animals.

Strategy 6.1: Within the first two years, the project partners will implement surveys for invasive plants and animals. The collection of GPS data of the areas where invasive plant occurrences are distributed throughout the property will be a leading priority for management.

Strategy 6.2: As funding is available, invasive plant survey and control programs will be developed in order to identify the populations, occurrences and potential threats that novel invasive plant species pose to native plant communities.

Strategy 6.3: TWC and project partners will coordinate to manage invasive animal species found to have significant, negative impacts on the native flora and/ or fauna of the property

Strategy 6.4: Due to the known presence of the non-native species of wild pigs (*Sus scrofa*) in San Diego County, TWC will coordinate with project partners to develop a contingency mitigation plan for addressing their possible future encroachment onto the property. The contingency plan will be developed within the first twenty-four months.

7. Plant Pathogens

Objective: Survey the property to identify plant pathogens and disease outbreaks that pose a significant threat to the habitats of the property.

Strategy 7.1: Within the first three years, develop a survey program with assistance from project partners (UC Riverside cooperative extension, MCBCP, San Diego State University) to identify plant pathogens, disease outbreaks or other insect outbreaks that could pose a threat to the biological resources, vegetation communities or habitats found on the property.

Strategy 7.2: In collaboration with project partners, pathogens identified through surveys, and those known to project partners, will collaboratively be assessed on a case-by-case basis to determine the level of threat that they pose to the habitats within the property.

Strategy 7.3: Collaborate with project partners to understand management options for addressing the impacts associated with specific plant pathogens or pests and determine if management strategies should be revised to address pest management.

Strategy 7.4: TWC will encourage researchers to conduct surveys to determine the presence-absence of two particularly threatening insect pests the Polyphagous shot hole borer (*Euwallacea sp.*) and golden spotted oak borer (*Augrilus auroguttatus*).

8. Fire Plan

Objective: Develop a fire plan.

Strategy: 8.1: Within the first two years, the project partners in collaboration with local fire and emergency response agencies will develop a fire plan. The fire plan will address such topics as egress routes from the property, staging areas for responding equipment, roads, trails and other resources available to fire crews during the event of a fire. The fire plan may also include a discussion about wildfire prevention strategies and post-fire rehabilitation options specific to the property.

9. Debris and Trash Cleanup

Objective: Deter illegal dumping.

Strategy: Within the first year, remove as much illegally dumped trash and debris as possible, especially along heavily trafficked areas of the property near roads. Maintain vigilance and remove any new trash or debris that is dumped in an effort to deter others from dumping in the future. Regularly clean up trail and road system debris, break up fire rings, remove graffiti and patrol use areas.

B. Cultural Resource Management

Goal: Identify, preserve and protect the cultural resources of the property.

1. Identify Cultural Sites

Objective: Locate significant historic and prehistoric cultural sites throughout the property.

Strategy 1.1: Review archeological reports and meet with archeologists and consultants to identify significant cultural sites.

Strategy 1.2: Work with colleges and universities to carry out research projects that will help elucidate the cultural history of the property.

2. Preserve and Protect Cultural Resources

Objective: Ensure that culturally significant sites and artifacts are protected from looters, vandals, and share educational information about the various periods of human use of the Santa Margarita River Valley.

Strategy 2.1: Erect interpretive signage that depicts the lifestyles of past visitors and inhabitants of the Santa Margarita River Valley area during various periods of history. Interpretive signage will be designed in collaboration with project partners and be placed in areas that do not pose any threats of exposing sensitive cultural sites to anthropic disturbances but rather help to illustrate the presence of an array of past visitors and how they spent their time in the Santa Margarita River Valley.

C. Recreational Resource Management

Goal: Maintain existing recreational uses and protect natural resources. Continuously review and periodically revise management strategies for recreational and educational resources and activities on the property to ensure that they provide valuable services to the community while protecting the natural resources.

1. Partnership with Fallbrook Trails Council

Objective: Establish and maintain a close, working relationship with the Fallbrook Trails Council so that community priorities are reflected in the natural, recreational and educational resources of the property.

The expertise and knowledge of FTC that has been acquired over decades of managing the trails is paramount to the continued success of the Santa Margarita River trail system. In partnership with The Wildlands Conservancy, the FTC will continue to provide the essential role of trail maintenance as stewards and docents of this important recreational resource. TWC greatly appreciates and will continue welcoming the involvement of the volunteer workforce composed of the members of the FTC and community members, but is not able to depend on volunteers to maintain the trail system. Rather, a team of stewards that will include TWC staff, FTC members, community volunteers, paid contractors, and youth service workers will collaborate together to offer comprehensive care to the trails, and maintain the trails for equestrians, hikers and non-motorized bicyclists, as they have been in the past.

Strategy 1.1: Prior to close of escrow, collaborate on a trail easement in favor of FTC, or the Live Oak Park Coalition, a nonprofit 501 ©(3)

corporation of which FTC is a part, that ensures public access to the existing 18 miles of existing georeferenced trails while providing flexibility to maintain and adapt the trail network to the changing circumstances, fires and floods, and to protect the unique natural resources on the property.

2. Recreational Use Surveys

Objective: Identify use patterns and user behaviors.

Strategy 2.1: In order to better understand how visitors use the property, recreational use surveys will be given to visitors within the first two years of TWC's management. These surveys will be designed to help TWC gain valuable information such as the most popular modes of travel, popular times of day for guests to visit specific areas, which days of the week the greatest volume of visitation occurs, and during which season visitation to various sites is at its peak. Additionally, user-experience information will be collected and analyzed to identify which areas of the user experience are considered satisfactory and which aspects may benefit from changes. Understanding these use patterns and visitor experiences will help managers ensure that changes in public access that are intended to protect the natural and cultural resources of the preserve also ensure, insofar as possible, that visitors are also provided with a safe and enjoyable user experience while recreating at the preserve.

Strategy 2.2: At the end of the each year, assess the results of user surveys and revise planned changes to facilities and regulations as appropriate.

3. Trail Repair Assessment and Maintenance

Objective: Evaluate the conditions of the trail system and provide for its ongoing maintenance.

Strategy 3.1 In coordination with FTC, an assessment of the trail system will take place prior to TWC becoming the long-term steward of the property. The trail repair assessment will include a detailed inspection and documentation of the existing trail network, access points, and elements that may require attention in order to help prevent and/or mitigate erosion, unofficial social trails, and risks to visitor health and safety.

Strategy 3.2: The results of the trail repair assessment will inform TWC and FTC, and subsequent agreement by both parties will be made before proceeding with any improvements or alterations.

Strategy 3.3: TWC will partner with the FTC and other community organizations and individuals to provide comprehensive care for the trail

system, in perpetuity. Together, the staff of TWC, the workforce of the FTC and other partners will enhance the sustainability and improve the durability of the trails, reduce and mitigate impacts to natural and cultural resources on the property, and enhance user safety and experience.

4. Educational Programs

Objective: To enhance the user experience by providing educational opportunities and to help inculcate a land stewardship ethic in children and other visitors to the preserve.

The Wildlands Conservancy plans to develop outdoor educational opportunities to enrich the recreational experiences of visitors to the preserve. The educational interpretation of the property will take multiple forms. Signage will be installed to describe and depict such elements of the property as, unique geologic features, land use history, detailed trail information, botanical and wildlife species, and cultural histories to help visitors acquire a sense of place when visiting specific sites within the property.

Strategy 4.1: Within the first two years of operation, TWC and partners will formulate a plan for enhancing the existing educational opportunities on the property, including a timeline for implementing the plan.

Strategy 4.2: Over the following two years, TWC and partners will implement the outreach plan. The outreach plan will detail specific programs that TWC staff will offer and partner with other entities to host in an effort to bolster the community's awareness of issues regarding sensitive species conservation, leave no trace principles, climate change, natural resource and cultural resource conservation, wildfire prevention, etc.

Strategy 4.3: TWC will continuously look for opportunities to partner with schools and local community groups to offer outdoor education. Additionally, the property will be made available to those interested in nature study. Researchers interested in studying wildlife, biology, ecology, etc. are encouraged to contact the preserve manager for further details.

5. Community Outreach

Objective: Forge and strengthen the connections and opportunities for collaboration between the project partners and the community at large.

Strategy 5.1: TWC's staff and Preserve Manager will be available to the public each day of the week to answer questions and meet with community members about issues related to the preserve.

Strategy 5.2: TWC staff will participate in community events, planning meetings, and discussions that will help to advance TWC's Mission to better serve the Fallbrook community and Northern San Diego County region.

Strategy 5.3: TWC staff will host meetings and events that welcome community members and interested parties onto the preserve to meet our staff, understand our management goals and philosophy through experience-based and didactic workshops/ programs, and discuss and celebrate a lifestyle inclusive of outdoor recreation and nature appreciation.

6. Visitor Safety

Objective: Provide a safe environment for visitors to recreate.

Strategy 6.1: Rules and warnings of the potential dangers that may be encountered while on the property will be made available for visitors near the primary access points to the preserve, helping reduce the likelihood of injury or illness.

Strategy 6.2: The Fallbrook Trails Council has georeferenced trail markers throughout the trail system. These trail markers can be used by visitors to navigate the trail system, and report the location of unsafe conditions to management. In addition, these trail markers can be used to provide first responders with GPS coordinates that help focus their efforts in the event of an emergency.

Strategy 6.3: Emergency evacuation sites have been designated at four locations on the property. These locations will be marked on trail maps to provide visitors with important information about where safe evacuation sites are located on the property. The evacuation sites include the Sandia Creek Dr. parking lot, in the southwestern portion of the property, the terminus of Stagecoach Rd at the "sandpit," in the south central portion of the property, the large staging area at the intersection of Via Ranchitos and Gavilan Rd., in the north central portion of the property, and at the large staging area at the intersection of Willow Glen Rd. and N. Stagecoach Ln., in the southeastern portion of the property. Each location will be mapped with GPS coordinates and shared with local first responders and emergency personnel within the first three months of TWC taking over management of the property.

7. Volunteer Monitors

Objective: Establish a program of volunteer monitoring to assist with property management and public outreach.

Strategy 7.1: Within the first two years of management TWC will develop a volunteer monitoring program. The volunteer monitoring program will begin as a pilot project. A small number of volunteers that frequently visit the property and who are interested in supporting the efforts of TWC and FTC management to improve the property will be recruited as members to the initial volunteer group. Members chosen to participate in the volunteer monitoring program will be oriented on how to gather and report information to TWC Preserve Manager. Volunteers will document and then notify the Preserve Manager about issues such as damage or the threat of damage to natural resources, dangerous trail conditions, fallen trees, damaged property, graffiti, poaching, or any other observations of the preserve rules being breached or any unsafe situations. Individuals interested in participating in the volunteer monitoring program will be directed to Preserve Manager for further information.

Strategy 7.2: After two years of operation, TWC will review the volunteer program and revise it to ensure that it continues to serve the objectives for which it was developed.

8. Prohibited Activities

Objective: Prevent the degradation, deterioration, damage or destruction of any part of the property.

Strategy 8.1: A declaration of all rules will be posted at the primary access points of the preserve, be made available online and in writing. TWC plans to develop a series of rules that will be fashioned similarly to the rules previously developed by the current owner FPUD. Those rules are included in Appendix C.

Strategy 8.2: TWC will help to maintain safety and orderly conduct by enforcing the rules through an educational approach, including principles of Authority of Resource and Leave No Trace. TWC staff will strive to make contact with individuals or groups breaking the rules to help interpret the importance of the particular rule(s) being broken and provide a verbal warning of the consequences of said breach to the offending party. This warning and educational information sharing is the first phase in response to situations where the rules are being broken. If said person(s)

continue to break the rules they may lose their privileges of visiting the property and/or be prosecuted when their actions warrant a legal response.

D. Infrastructure Development

Goal: To identify needs for additional infrastructure on the property in order to ensure protection of natural resources, interpret the natural history of the property, promote and regulate compatible recreation, and improve management efficiency, and to maintain all infrastructure in good condition throughout its useful life.

1. Capital Improvements

Objective: In order to achieve the management goals of preserving the natural environment and biological resources of the property while also maintaining safe and high quality recreational opportunities, appropriate capital improvement projects will be planned and implemented. All capital improvements described below will be constructed on previously disturbed areas at either the Sandia Creek access point or Willow Glen Rd. access point, which total approximately 6 acres (.43% of the property). Capital improvements will occupy less than 2 acres (.15% of the property).

Strategy 1.1: Within the first two years of management, TWC and project partners will assess the need for additional capital improvements, and will prioritize the projects that are found to be beneficial. In assessing that need, the primary objective will be to undertake the minimum level of improvements that is compatible with the need to focus, direct, and supervise public access. Capital improvement projects that will be considered include:

- a. Restrooms—it is anticipated that a restroom will be sited near the Sandia Creek Dr. parking lot. This area receives the heaviest volume of use by the public. A second restroom will be considered for the Willow Glen/Stagecoach Lane parking area.
- b. Parking lots—a parking lot currently exists on Sandia Creek Drive and is the primary access point for visitors to the property. Improvements to the existing parking lot are anticipated in order to reduce the impact of public access on resources in the immediate area. A second parking lot may be sited at the corner of Willow Glen Road and N Stagecoach Lane.
- c. Sandia Creek Drive Bridge—partnering with Cal Trout, design a fish-friendly bridge to replace the current bridge that has a negative effect on wildlife.
- d. Ranger stations—a single-family dwelling (1200 sq. ft., combined with a Preserve Manager office space, 400 sq. ft.) is anticipated to be constructed at the Sandia Creek Dr. parking lot, in order to provide a continuous on-site presence. A second ranger station may be built at the Willow Glen entrance.

- e. Signage—signage will be posted at the primary access points and distributed throughout the trail system in order to ensure visitors are aware of preserve regulations and understand the vulnerability of the natural communities.
- f. Interpretive kiosk—an interpretive kiosk will be placed at the Sandia Creek Dr. parking area.
- g. Litterbag dispensers—locations are yet to be determined.
- h. Stabling facilities for two horses may be built on disturbed, former agriculture land at Willow Glen in order to facilitate search and rescue operations, property security, and maintenance as needed.

Strategy 1.2: Each infrastructure development project will be proposed, planned, and permitted prior to the commencement of any construction, in compliance with all applicable rules and regulations. In some instances, funds will need to be raised to complete specific capital improvement projects.

Strategy 1.3: Project planning documents will be viewable by the general public during the planning phases of such projects. The goal of infrastructure development projects will be to enhance the protection of natural and cultural resources while improving the quality of user experiences.

2. Maintenance of Infrastructure

Objective: Maintain infrastructure throughout its useful life.

Strategy 2.1: TWC staff and partners will maintain the infrastructure of the property. Duties of the on-site personnel will range from such tasks as trail inspections and maintenance, trash cleanup and graffiti removal, vegetation management, as well as maintenance of all structures developed by TWC including fencing, signage, visitor amenities, and buildings.

3. Restoration of Disturbed Sites

Objective: Subject to availability of funding, to restore all previously disturbed sites on the property that are not required for implementation of this plan.

Strategy 3.1: TWC will cooperate with project partners to carry out restoration of areas that have been disturbed by previous land uses.

Strategy 3.2: An area approximately nine acres in size that was formerly used for the agricultural production of succulents, near N. Stagecoach Lane, should be remediated and restored with native vegetation.

Strategy 3.3: A vacant residence and outbuildings located on Sandia Creek Drive has been dismantled and removed (the site of a former residence that was removed by FPUD under the terms of its contract for sale of the property), and the site should be restored to natural habitat. The site is approximately two acres and occurs within Coast Live Oak woodland and Coast Live Oak Riparian Forest habitat.

Strategy 3.4: Approximately four acres of additional disturbed areas along Sandia Creek Dr. should be restored with native vegetation.

Strategy 3.5: Approximately one acre of eucalyptus trees will be assessed for restoration with native vegetation.

E. Operations Planning

Goal: Establish a timeline and monitoring program for evaluating the progress made toward management goals. These planning timelines and monitoring programs will help the management team make decisions about task prioritization and evaluate the placement of emerging objectives within those prioritization rankings.

1. Annual Work Plans

Objective: Develop a framework that describes the operations to be implemented within each calendar year.

Strategy 1.1: Preserve Manager will develop work plan calendars to schedule the sequence of operations pursuant to the management plan, including coordination with FTC when it applies to the trail system.

Strategy 1.2: TWC will meet with MCBCP, SMER, and other natural resource management agency representatives on an annual or biennial basis to discuss and coordinate land management strategies that are current and emerging natural resource management priorities.

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Appendix A

Assessor Parcel Numbers

102-105-06-00	102-180-13-00	102-180-65-00	102-250-24-00	102-280-55-00	102-400-40-00
102-450-23-00	102-520-02-00	102-590-15-00	102-600-67-00	102-601-01-00	102-601-02-00
102-601-03-00	102-601-11-00	102-601-12-00	102-710-11-00	102-750-05-00	105-020-02-00
102-101-08-00	102-101-09-00	102-102-03-00	102-102-06-00	102-105-04-00	102-102-04-00
101-361-17-00	102-102-02-00	102-160-48-00	102-280-02-00	102-400-28-00	102-400-29-00
102-440-05-00	102-490-29-00	102-690-08-00	102-102-05-00		

Appendix B

Soil Survey Report USDA & NRCS

How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a

map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

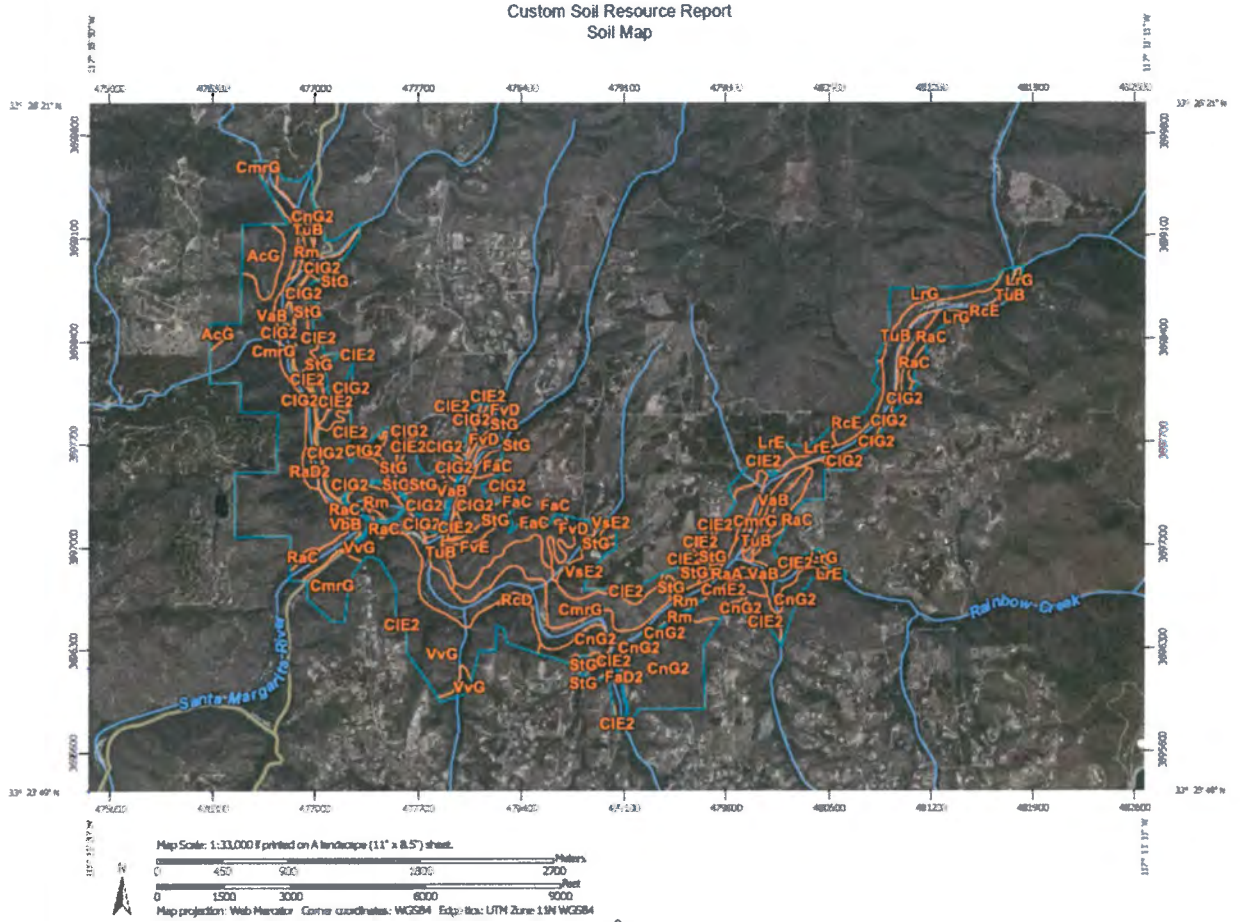
While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.



Soil Map

33° 26' 21" N
117° 15' 50" W
33° 26' 21" N
117° 11' 11" W
33° 23' 49" N
117° 15' 50" W
33° 23' 49" N
117° 11' 11" W
N

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 11N WGS84
Meters

Map Scale: 1:33,000 if printed on A landscape (11" x 8.5") sheet.

Map Unit Legend

San Diego County Area, California (CA638)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
AcG	Acid igneous rock land	31.0	2.3%
CID2	Cieneba coarse sandy loam, 5 to 15 percent slopes, eroded	0.1	0.0%
CIE2	Cieneba coarse sandy loam, 15 to 30 percent slopes, eroded	74.6	5.4%
CIG2	Cieneba coarse sandy loam, 30 to 65 percent slopes, eroded	119.7	8.7%
CmE2	Cieneba rocky coarse sandy loam, 0 to 30 percent slopes, eroded	18.2	1.3%
CmrG	Cieneba very rocky coarse sandy loam, 30 to 75 percent slopes	310.7	22.6%
CnG2	Cieneba-Fallbrook rocky sandy loams, 30 to 65 percent slopes, eroded	143.1	10.4%
FaC	Fallbrook sandy loam, 5 to 9 percent slopes	2.0	0.1%
FaD2	Fallbrook sandy loam, 0 to 15 percent slopes, eroded	0.6	0.0%
FaE2	Fallbrook sandy loam, 15 to 30 percent slopes, eroded	0.2	0.0%
FvD	Fallbrook-Vista sandy loams, 0 to 15 percent slopes	6.8	0.5%
FvE	Fallbrook-Vista sandy loams, 15 to 30 percent slopes	41.7	3.0%
LrE	Las Posas stony fine sandy loam, 0 to 30 percent slopes	20.3	1.5%
LrG	Las Posas stony fine sandy loam, 30 to 65 percent slopes	22.5	1.6%
RaA	Ramona sandy loam, 0 to 2 percent slopes	2.2	0.2%
RaC	Ramona sandy loam, 5 to 9 percent slopes	23.1	1.7%
RaD2	Ramona sandy loam, 0 to 15 percent slopes, eroded	4.3	0.3%
RcD	Ramona gravelly sandy loam, 0 to 15 percent slopes	2.9	0.2%
RcE	Ramona gravelly sandy loam, 15 to 30 percent slopes	13.2	1.0%
Rm	Riverwash	252.2	18.3%
StG	Steep gullied land	85.1	6.2%
TuB	Tujunga sand, 0 to 5 percent slopes	28.8	2.1%

San Diego County Area, California (CA638)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
VaB	Visalia sandy loam, 2 to 5 percent slopes	25.9	1.9%
VbB	Visalia gravelly sandy loam, 2 to 5 percent slopes	2.4	0.2%
VsC	Vista coarse sandy loam, 5 to 9 percent slopes	4.0	0.3%
VsE2	Vista coarse sandy loam, 15 to 30 percent slopes, erode d	19.1	1.4%
VvE	Vista rocky coarse sandy loam, 15 to 30 percent slopes	5.3	0.4%
VvG	Vista rocky coarse sandy loam, 30 to 65 percent slopes	116.4	8.5%
Totals for Area of Interest		1,376.9	100.0%

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to

define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

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Appendix C
Fallbrook Public Utility District Ordinances
No. 336

ORDINANCE NO. 336
AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE
FALLBROOK PUBLIC UTILITY DISTRICT GOVERNING ITS SANTA
MARGARITA RIVER PROPERTY

Exhibit "A" ORDINANCE NO. 336
FALLBROOK PUBLIC UTILITY DISTRICT
Regulations for Use of the Santa Margarita River Property Owned by the District

<u>Section No.</u>	<u>Section Name</u>
1.	Definitions
2.	Breaking, Cutting, or Injuring Plants
3.	Care of Wildlife
4.	Taking Wood
5.	Motor Vehicles and Other Conveyances
6.	Bicycles
7.	Glass Beverage Containers Prohibited
8.	Regulation of Equestrians
9.	Pollution of Streams (Generally)
10.	Dogs
11.	Camp Fires
12.	Camping
13.	Disposal of Rubbish and Garbage
14.	Unreasonable Noises
15.	Advertising
16.	Hunting and Fishing
17.	Possession and Use of Firearms and Weapons
18.	No Smoking Allowed
19.	Night Closing
20.	Fireworks Prohibited
21.	Permit for Organized Public Programs or Private Programs
22.	Illegal Drugs
23.	Care of District Property
24.	Off Trail Travel
25.	Care of Watershed
26.	Exemptions from Regulations
27.	Severability

Section 1: Definitions

Alcoholic Beverages. For purposes of this title, the term alcoholic beverages shall include alcohol, spirits, liquor, wine, beer and every liquid or solid containing one- half of one percent or more of alcohol by volume and which is fit for beverage purposes either alone or when diluted, mixed or combined with other substances. No alcohol is allowed within the Santa Margarita River Property.

Property Manager. Property Manager is defined as the FPUD Supervisor tasked with overseeing the Property.

Peace Officer. Peace Officer is defined as any peace officer, as defined in Chapter 4. 5 commencing with Section 830) of Title 3 of Part 2 of the Penal Code.

Trail Rights- of-Way. Trail Rights- of-Way is defined as trail usage priority to yield to traffic in the following order: horses, hikers, and bicyclists.

Section 2: Breaking, Cutting or Injuring Plants

No person shall pluck, take, remove, damage, or destroy any flower, shrubbery, plant, vine, tree, grass, ground cover or other natural or cultivated growth within the Santa Margarita River Property except with prior written permission of the Property Manager.

Section 3: Care of Wildlife

It shall be unlawful for any person to hunt, molest, harm, frighten, kill, trap, chase, tease, shoot or throw projectiles at any animal, reptile or bird within the Santa Margarita River Property.

No person shall operate a remote controlled vehicle or drone in or near the property except law enforcement or governmental authorities in the discharge of their duties.

Section 4: Taking Wood

No person shall cut or remove any wood or fallen trees within the Santa Margarita River Property except with written permission of the Property Manager.

Section 5: Motor Vehicles and Other Conveyances

a) It shall be unlawful for any person at any time to operate or drive an automobile, truck, trailer, motorcycle, motor scooter, motorbike, or any other type of motor vehicle within the Santa Margarita River Property unless such vehicles are in a designated parking or staging area or on a County of San Diego maintained road without prior written permission from the Property Manager.

b) No person within the Santa Margarita River Property shall fail to comply with all applicable provisions of the State Motor Vehicle Code and traffic laws in regard to equipment, signs, speed limits and operation of vehicles together with such regulations as are contained in these regulations.

c) No person shall park any vehicle within the Santa Margarita River Property except for the duration of their visit.

d) Vehicles parked in violation of State of California Vehicle Code Sections 22651r) or 22652, may be subject to removal from the Santa Margarita River Property at the vehicle owner's expense.

e) These provisions shall not apply to motor vehicles and motorized equipment for District maintenance, patrol vehicles, or emergency vehicles in the process of conducting maintenance, operation or enforcement activities within the Santa Margarita River Property and contractors/ consultants, performing work for the District as authorized by the Board of Directors or the District's General Manager.

Section 6: Bicycles

a) It shall be unlawful for any person to ride a bicycle of any type on other than designated trails. Bicyclists shall be permitted to use designated hiking trails, but must use due care and caution to not interfere with hikers or equestrian users.

b) Bicycle speed limits shall be as follows:

c) Fifteen (15) miles/hour maximum in all recreational and park areas

d) Five (5) miles/hour within one hundred (100) feet of pedestrians and equestrians

e) Bicyclists must dismount and step to the side of the trail at least fifteen feet away in the presence of horses.

f) Bicyclists must observe choke points on trails and slow their speed at these choke points. Bicyclist shall verbally notify or signal with a bell when behind or in front of horses, hikers, or other bicyclist.

g) No motorized bicycles are permitted or allowed.

Section 7: Glass Beverage Containers Prohibited

No person shall possess any glass beverage container within the Santa Margarita River Property of the District except that the sponsor of an organized public event may obtain written permission in advance from the Property Manager to possess glass beverage containers, provided that the containers remain under the sponsor's control and are not distributed to participants of the event.

Section 8: Regulation of Equestrians

Horses ridden within the Santa Margarita River Property shall only be on designated equestrian routes and trails.

Section 9: Pollution of Streams (Generally)

No person shall contaminate or pollute, or cause to be contaminated or polluted, any water of any creek flowing through the Santa Margarita River Property, or to deposit or cause to be deposited any refuse, rubbish or other waste matter of any kind or character, in such waters, or to wash or clean vehicles, clothing, animals or persons in the waters of the property. No body contact or swimming is allowed. No wading or walking in the stream is allowed except at designated trail crossings.

Section 10: Dogs

Dogs will be required to remain on leash at all times in all areas of the Santa Margarita River Property. It shall be the duty of all persons having control of a dog to immediately remove any feces to a proper receptacle.

Section 11: Camp Fires

It shall be unlawful to make any fire, of any kind, or utilize a barbeque, a propane grill, enclosed fire units, or hibachi- style cooking devices at any time within the Santa Margarita River Property.

Section 12: Camping and Picnicking

No person or group of persons shall camp overnight or remain or stay overnight within the Santa Margarita River Property. The property shall be used for non- motorized trail use only. No group events, group picnicking or other group activities are allowed without a permit.

Section 13: Disposal of Rubbish and Garbage

No person shall throw, dump, or otherwise place or cause to be placed, or leave, either directly or indirectly, any rubbish, garbage, sewage or waste matter, or any trash or refuse of any kind or character, other than in receptacles established and maintained for such purposes. No person shall bring or cause to be brought, any rubbish, garbage, sewage, waste matter, trash or refuse of any kind for the purpose of disposing of same within the property either in the receptacles described herein, or at any other place.

Section 14: Unreasonable Noises

a) No person shall operate any loudspeaker or any other sound amplification device within the Santa Margarita River Property.

b) No person, either by voice, mechanical device, tumultuous or other offensive conduct or otherwise, shall create, or permit or cause to be created, any loud or unusual noises at any time which create a nuisance. Noises determined to be too loud or offensive shall be promptly reduced or discontinued as directed by any peace officer or authorized District employee.

Section 15: Advertising

No person shall display or post any plates, markers, signs, commercial or message within the Santa Margarita River Property without prior written approval of the Property Manager.

Section 16: Hunting and Fishing

No person shall take any wild game, animals, birds or eggs within the Santa Margarita River Property except with the prior written permission of the Property Manager. No fishing allowed and shall be subject to the regulations of the California Fish and Game, et al.

Section 17: Possession and Use of Firearms and Weapons

No person shall take, carry or transport any firearm, pellet gun, pump gun, zip gun, air rifle, bow and arrow, BB gun or weapon of any kind within the Santa Margarita River Property.

Section 18: No Smoking Allowed

No person shall light matches, smoke cigars, pipes, cigarettes or any other smoking device or instrument or carry, upon, or across, the Santa Margarita River Property, any lighted cigars, pipes, cigarettes or other lighted inflammable material at any time.

Section 19: Night Closing

All trails shall be closed to the public from dusk to dawn based on posted hours. The hours will be coordinated with operating hours of the County of San Diego. Santa Margarita River Property hours may also be revised as deemed necessary by the District's General Manager.

Use of the Santa Margarita River Property outside of posted hours is considered trespassing per California Penal Code 602.

Section 20: Fireworks Prohibited

No fireworks of any kind shall be lit within or discharged within the Santa Margarita River Property.

Section 21: Permit for Organized Public or Private Programs

No person shall conduct any organized public program, public assemblage or public address within the Santa Margarita River Property without first obtaining the written permission of the Property Manager. The General Manager has the authority to approve or reject Special Use or Special Event requests at his or her discretion.

Written permission is required for any uses besides non- motorized trail use on the property as described in this ordinance.

Section 22: Illegal Drugs

No person shall use or possess any illegal or illicit drug in any area within the Santa Margarita River Property.

Section 23: Care of District Property

It shall be unlawful for any person to mark, deface, disfigure, injure, destroy, tamper with, displace, or remove any equipment, buildings, tables, benches, railings, fencing, paving, utilities, or parts or appurtenances thereof, signs, notices, place cards, District property, including but not limited to, monuments, stakes posts or any other boundary markers, or other structures, equipment, facilities or materials within the Santa Margarita River Property.

Section 24: Off Trail Travel

It shall be unlawful for any person or group of persons to travel off any marked or designated trail by any means, including by foot, horse or bicycle, except to enter a developed area of the Santa Margarita River Property. Persons may briefly step off the marked trail to give right-of-way to passing horses, hikers, or bicyclists.

Section 25: Care of Watershed

It shall be unlawful for any person to conduct any activity within the Santa Margarita River Property that may degrade the watershed and/ or the resulting quality of water within that watershed.

Section 26: Exemptions from Regulations

The provisions of these regulations shall not apply to or restrict any officer, employee, volunteer or agent of the District, or any other peace officer when such person is acting to enforce any of these regulations.

Section 27: Severability

The District's regulations for the Santa Margarita River Property and their various parts, sections, and clauses thereof are declared by the Board of Directors to be severable. If any part, sentence, paragraph, section, subsection, clause, phrase, part or portion thereof is judged unconstitutional or invalid by a competent jurisdiction, the remainder of these regulations shall not be affected thereby. The Board of Directors hereby declares that it would have passed these regulations and each part thereof, regardless of the fact that one or more of such parts would be declared unconstitutional or invalid.

Appendix D

Sensitive Animal Species

Sensitive Animal Species with Potential to Occur		
Species	Listing or Sensitivity*	Potential to occur
Invertebrates		
Hermes copper (<i>Lycaena hermes</i>)	Candidate/-- County Group 1	Low to Moderate. Occurs in southern mixed chaparral and coastal sage scrub with mature specimens of its larval host plant spiny redberry (<i>Rhamnus crocea</i>)
Vertebrates		
Fish		
Arroyo chub (<i>Gila orcuttii</i>)	/SSC	Likely present. Known from the Santa Margarita River and Sandia Creek. Found in slowly moving streams with substrates of sand or mud and depths of 40 centimeters or greater.
Amphibians and Reptiles		
Arroyo toad (<i>Anaxyrus californicus</i>)	FE/ SSC County Group 1	Likely present. Found on banks with open-canopy riparian forest characterized by willows, cottonwoods, or sycamores; breeds in areas with shallow, slowly moving streams, but burrows in adjacent uplands during dry months.
Orange-throated whiptail (<i>Aspidoscelis hyperythra</i>)	--/SSC County Group 2	Moderate to high. Coastal sage scrub, chaparral, edges of riparian woodlands, and washes. Also found in weedy, disturbed areas adjacent to these habitats. Important habitat requirements include open, sunny areas, shaded areas, and abundant insect prey base, particularly termites (<i>Reticulitermes sp.</i>)
Coastal whiptail (<i>Aspidoscelis tigris stejnegeri</i>)	--/-- County Group 2	Moderate to high. Open coastal sage scrub, chaparral, and woodlands. Frequently found along the edges of dirt roads traversing its habitats. Important habitat components include open, sunny areas, shrub cover with accumulated leaf litter, and an abundance of insects, spiders, or scorpions.
Red-diamond rattlesnake (<i>Crotalus ruber</i>)	--/SSC County Group 2	High. Found in chaparral, coastal sage scrub, along creek banks, particularly among rock outcrops or piles of debris with a supply of burrowing rodents for prey.
San Diego banded gecko (<i>Coleonyx variegatus abbotti</i>)	--/-- County Group 1	High. Chaparral and coastal sage scrub in areas with rock outcrops.

San Diego ringneck snake (<i>Diadophis punctatus similis</i>)	--/-- County Group 2	High. Generally occur in moist habitats such as oak woodlands and canyon bottoms, but is also sometimes encountered in grassland, chaparral, and coastal sage scrub; generally restricted to leaf litter and rarely crosses open areas.
Western pond turtle (<i>Emys marmorata</i>)	--/SSC County Group 1	High. Almost entirely aquatic; occurs in freshwater marshes, creeks, ponds, rivers and streams, particularly where basking sites, deep water retreats, and egg laying areas are readily available.
Coastal rosy boa (<i>Charina [Lichanura] trivirgata [roseofusca]</i>)	--/-- County Group 2	High. Occurs among rocky outcrops in coastal sage scrub, chaparral, and desert scrub.
Coast horned lizard (<i>Phrynosoma blainvillii</i>)	--/SSC County Group 2	High. Occurs in coastal sage scrub, chaparral, open oak woodlands, and open coniferous forests. Important habitat components include basking sites, adequate scrub cover, areas of loose soil, and an abundance of harvester ants (<i>Pogonomyrmex sp.</i>) a primary prey item
Coronado skink (<i>Plestiodon [Eumeces] skiltonianus interparietalis</i>)	--/SSC County Group 2	Moderate. Occurs in grasslands, coastal sage scrub, and open chaparral where there is abundant leaf litter or low herbaceous growth.
Coast patch-nosed snake (<i>Salvadora hexalepis virgulata</i>)	--/SSC County Group 2	Low to moderate. Inhabits semi-arid brushy areas and chaparral in canyons, rocky hillsides, and plains.
Western spadefoot (<i>Spea hammondi</i>)	--/SSC County Group 2	Low. Occurs in open coastal sage scrub, chaparral, and grassland, along sandy or gravelly washes, floodplains, alluvial fans, or playas; requires temporary pools for breeding and friable soils for burrowing; generally excluded from areas with bullfrogs (<i>Rana catesbiana</i>) or crayfish (<i>Procambarus sp.</i>)
California red-legged frog (<i>Rana [aurora] draytonii</i>)	FT/SSC County Group 1	Low. Found in dense, shrubby riparian vegetation with deep, slow-moving water. Known from Santa Rosa Plateau
Two-striped garter snake	--/SSC County Group 1	High. Typical habitat is along permanent and intermittent streams bounded by dense riparian vegetation; also found associated with vernal pools and stock ponds.
Birds		
Cooper's hawk (<i>Accipiter cooperii</i>)	--/WL County Group 1	Likely present. Tends to inhabit lowland riparian areas and oak woodlands in proximity to suitable foraging areas such as scrublands or fields.

Sharp-shinned hawk (<i>Accipiter striatus</i>)	--/WL County Group 1	Low. Usually observed in areas with tall trees or other vegetative cover but can be observed in a variety of habitats. In San Diego County occurs in small numbers and only in winter.
Southern California rufous-crowned sparrow (<i>Aimophila ruficeps canescens</i>)	--/WL County Group 1	Moderate. Occurs in coastal sage scrub on rocky hillsides and in canyons; also found in open sage scrub/ grassy areas of successional growth.
Bell's sage sparrow (<i>Amphispiza belli belli</i>)	--/WL County Group 1	Moderate. Occurs in sunny, dry stands of coastal sage scrub or chaparral.
Golden eagle (<i>Aquila chrysaetos</i>)	BCC, BGEPA/ WL Fully Protected County Group 1	Moderate. Typical foraging habitat includes grassy and open, shrubby habitats. Generally nests on remote cliffs; requires areas of solitude at distance from human habitation. Limited foraging habitat occurs on the preserve.
Long-eared owl (<i>Asio otus</i>)	--/SSC County Group 1	Moderate. Rare resident in San Diego County in shady oak woodlands and broad riparian forests. Ideal habitat includes a closed canopy near open habitats for foraging and a supply of abandoned raptor or corvid nests or debris platforms for nesting.
Burrowing owl (<i>Athene cunicularia</i>)	BCC/ SSC County Group 1	Very low. Typical habitat is grassland open scrublands, agricultural fields, and other areas where there are ground squirrel burrows or other areas in which to burrow.
Red-shouldered hawk (<i>Buteo lineatus</i>)	--/-- County Group 1	High. Inhabits riparian and oak woodlands, orchards, and eucalyptus groves.
Turkey vulture (<i>Cathartes aura</i>)	--/-- County Group 1	High. Species occurs throughout much of San Diego County with the exception of extreme coastal San Diego where development is heaviest. Foraging habitat includes most open habitats with breeding occurring in crevices among boulders.
Northern harrier (<i>Circus cyaneus</i>)	--/SSC County Group 1	Low. Within San Diego County, distribution is primarily scattered throughout lowlands but can also be observed in foothills, mountains, and desert. Typical habitat consists of open grassland and marsh.
Yellow-billed cuckoo (<i>Coccyzus americanus occidentalis</i>)	Candidate, BCC/ SE County Group 1	Low. Generally occurs along larger river systems, where it nests in riparian forest dominated by willows and cottonwoods.
Yellow warbler (<i>Setophaga brewsteri</i>)	--/SSC County Group 2	Likely present. Occurs in riparian forest and scrubs and almost certainly occurs throughout riparian habitats on site.

Southwestern willow flycatcher (<i>Empidonax traillii extimus</i>)	FE/SE County Group 1	High. Known from the Santa Margarita River. Breeds within thickets of willows or other riparian understory usually along streams, ponds, lakes, or canyons. One of the most important characteristics of the habitat appears to be the presence of dense vegetation, usually throughout all vegetation layers present. Almost all breeding habitats are within close proximity of water or very saturated soil.
California horned lark (<i>Eremophila alpestris actia</i>)	--/WL County Group 2	Low. Found on sandy beaches and in agricultural fields, grassland, and open areas.
Prairie falcon (<i>Falco mexicanus</i>)	BCC/WL County Group 1	High. Nests on cliffs or bluffs and forages over open desert scrub or grassland.
Yellow-breasted chat (<i>Ictera virens</i>)	--/SSC County Group 1	Likely present. Prefers mature riparian woodlands and almost certainly occurs throughout riparian habitat on site.
Loggerhead shrike (<i>Lanius ludocicianu</i>)	BCC/SSC County Group 1	Low. Typical habitat includes open habitats including grasslands, shrublands, and ruderal areas with adequate perching locations.
White-face ibis (<i>Plegadus chichi</i>)	--/WL County Group 1	Low. Occurs in large marshes, with nesting colony hidden in inaccessible reedbed or willow-covered area.
Coastal California gnatcatcher (<i>Polioptila californica californica</i>)	FT/SSC County Group 1	High. Occurs in coastal sage scrub and very open chaparral.
Least Bell's vireo (<i>Vireo bellii pusillus</i>)	FE/SE County Group 1	Likely present. Inhabits riparian woodland and is most frequent in areas that combine an understory of dense, young willows or mule fat with a canopy of tall willows and almost certainly occurs throughout riparian habitat on site.
Mammals		
Pallid bat (<i>Antrozous pallidus</i>)	--/SSC County Group 2	Moderate. Locally common species of low elevations in California. Prefers rocky outcrops, cliffs, and crevices with open habitats for foraging.
Ringtail (<i>Bassariscus astutus</i>)	--/-- County Group 2	High. Found in a mixture of shrubland and forest habitats at low to middle elevations in close association with rocky areas and riparian habitats.
Dulzura pocket mouse (<i>Chaetodipus californicus femoralis</i>)	--/SSC County Group 2	High. Primarily associated with mature chaparral. It has, however, been trapped in mule fat scrub and is known to occur in coastal sage

		scrub.
Northwestern San Diego pocket mouse (<i>Chaetodipus fallax fallax</i>)	--/SSC County Group 2	Low. Occurs in open areas of coastal sage scrub and weedy growth, and often on sandy substrates.
Spotted bat (<i>Euderma maculatum</i>)	--/SSC County Group 2	Low. Prefers sites with adequate roosting habitat (i.e., cliffs); feeds over water and along washes. Rare in California (Zeiner, et al. 1990).
Western mastiff bat (<i>Eumops perotis californicus</i>)	--/SSC County Group 2	Moderate. Suitable habitat consists of extensive open areas with abundant roost locations (crevices in cliff faces, high buildings, trees, tunnels).
Mountain Lion (<i>Felis concolor</i>)	--/-- County Group 2	Present. Requires extensive areas of riparian vegetation and brushy stages of various habitats with interspersed irregular terrain, rocky outcrops, and tree/brush edges. Main prey is mule deer.
Western yellow bat (<i>Lasiurus xanthinus</i>)	--/SSC --	Low. Found in wooded areas and desert scrub, particularly in palm trees. Rare visitor to San Diego County (Bats of San Diego County 2012).
San Diego black-tailed jackrabbit (<i>Lepus californicus bennettii</i>)	--/SSC County Group 2	Low. Found primarily in open habitats including coastal sage scrub, chaparral, grasslands, croplands, and open, disturbed areas if there is at least some shrub cover present.
California leaf-nosed bat (<i>Macrotus californicus</i>)	--/SSC County Group 2	Moderate. Prefers rocky rugged terrain; roosts by day in caves, abandoned mines, and tunnels. Forages over nearby flats and washes.
Small-footed myotis (<i>Myotis ciliolabrum</i>)	--/-- County Group 2	Moderate. Occurs in arid, upland habitats. Prefers open stands in forests and woodlands as well as brushy habitats. Feeds over and drinks from streams, ponds, springs and stock tanks.
Long-eared myotis (<i>Myotis evotis</i>)	--/-- County Group 2	Moderate. In brush, woodland, and forest habitats, but coniferous woodlands and forests seem to be preferred. Roosts in rock crevices, buildings, under bark, and in snags. Feeds along habitat edges, in open habitat, and over water.
Fringed myotis (<i>Myotis thysanodes</i>)	--/-- County Group 2	Low to moderate. Occurs in a wide variety of habitats, but optimal habitats are oak and juniper forests and desert scrub. Roosts in caves, mines, buildings, and crevices. Forages in open habitats, streams, lakes, and ponds; requires water.
Long-legged myotis (<i>Myotis volans</i>)	--/-- County Group 2	Moderate. Feeds over water and over open habitats using denser woodland and forests for reproduction. Drinks regularly. Roosts in rock

		crevices, buildings, under tree bark, in snags, mines and caves.
Yuma myotis (<i>Myotis yumanensis</i>)	--/-- County Group 2	Low. Open forests and woodland are optimal habitat. Closely tied to bodies of water for foraging and drinking. Roosts in buildings, mines, crevices, caves, and under bridges.
San Diego desert woodrat (<i>Neotoma lepida intermedia</i>)	--/SSC County Group 2	Moderate. Occurs in open chaparral and coastal sage scrub, often building large, stick nests in rock outcrops or around clumps of cactus or yucca.
Big free-tailed bat (<i>Nyctinomops macrotis</i>)	--/SSC County Group 2	Low. A rare species in California (Zeiner et al. 1990). Prefers rugged, rocky canyons. Often forages over water. Roosts in crevices in high cliffs or rock outcrops.
Southern grasshopper mouse (<i>Onychomys torridus ramona</i>)	--/SSC County Group 2	Low. Desert habitat is preferred, but it also occurs in coastal scrub and mixed chaparral. It is uncommon in valley foothill and montane riparian habitats.
Townsend's western big-eared bat (<i>Corynorhinus townsendii</i>)	--/SSC County Group 2	Low. Most abundant in mesic habitats. Considered uncommon in California (Zeiner, et al. 1990). Drinks water and requires caves, mines, tunnels, buildings, or other man-made structures for roosting.
American badger (<i>Taxidea taxus</i>)	--/SSC County Group 2	Low. Uncommon resident in California that occurs in herbaceous, scrub, and open stages of most habitats with dry, friable soils (Zeiner et al. 1990).
Southern mule deer (<i>Odocoileus hemionus fuliginata</i>)	--/-- County Group 2	Present. Common in region. Inhabits coastal scrub, chaparral, riparian forests and woodlands, and grasslands.

Adapted from Helix 2015 Report

Appendix E

Explanations of Status Codes for Plant and Animal Species

U.S. Fish and Wildlife Service (USFWS)

FE Federally listed endangered

FT Federally listed threatened

BCC Birds of Conservation Concern (discussed in more detail, below)

BGEPA Bald and Golden Eagle Protection Act (discussed in more detail below)

California Department of Fish and Wildlife (CDFW)

SE State listed endangered

SR State listed rare

ST State listed threatened

SSC State species of special concern

WL Watch List

Fully Protected Fully Protected species refer to all vertebrate and invertebrate taxa of concern to the Natural Diversity Data Base regardless of legal or protection status.

These species may not be taken or possessed without a permit from the Fish and Game Commission and/or CDFW.

County of San Diego

Plant sensitivity:

Group A Plants rare, threatened, or endangered in California or elsewhere

Group B Plants rare, threatened, or endangered in California but more common elsewhere

Group C Plants that may be quite rare, but more information is needed to determine rarity status

Group D Plants of limited distribution and are uncommon, but not presently rare or endangered

Animal sensitivity:

County Sensitive Animals considered under California Environmental Quality Act.

Multiple Species Conservation Program (MSCP) Covered

Multiple Species Conservation Program covered species for which the County has take authorization within the MSCP area.

MSCP Narrow Endemic (NE)

Narrow endemic species are native species that have “restricted geographic distributions, soil affinities, and/or habitats.” The MSCP participants’ subarea plans have specific conservation measures to ensure impacts to narrow endemics are avoided to the maximum extent practicable.

OTHER CODES AND ABBREVIATIONS

USFWS Bald and Golden Eagle Protection Act (BGEPA)

In 1782, Continental Congress adopted the bald eagle as a national symbol. During the next one and a half centuries, the bald eagle was heavily hunted by sportsmen, taxidermists, fisherman, and farmers. To prevent the species from becoming extinct, Congress passed the Bald Eagle Protection Act in 1940. The Act was extremely comprehensive, prohibiting the take, possession, sale, purchase, barter, or offer to sell, purchase, or barter, export or import of the bald eagle “at any time or in any manner.”

In 1962, Congress amended the Eagle Act to cover golden eagles, a move that was partially an

attempt to strengthen protection of bald eagles, since the latter were often killed by people mistaking them for golden eagles. The golden eagle, however, is accorded somewhat lighter protection under the Act than the bald eagle. Another 1962 amendment authorizes the Secretary of the Interior to grant permits to Native Americans for traditional religious use of eagles and eagle parts and feathers.

USFWS Birds of Conservation Concern (BCC)

This report from 2002 aims to identify accurately the migratory and non-migratory bird species (beyond those already designated as federally threatened or endangered) that represent USFWS' highest conservation priorities and draw attention to species in need of conservation action. USFWS hopes that by focusing attention on these highest priority species, the report will promote greater study and protection of the habitats and ecological communities upon which these species depend, thereby ensuring the future of healthy avian populations and communities. The report is available online at <http://migratorybirds.fws.gov/reports/bcc2002.pdf>.

*Adapted from Helix 2015

REDLINE DOCUMENTS

AGREEMENT ~~OFFOR~~ PURCHASE AND SALE AND ESCROW INSTRUCTIONS

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This Agreement ~~offor~~ Purchase and Sale and Escrow Instructions (“Agreement”) is made by and between the Fallbrook Public Utility District, a public agency organized under the Public Utility District Act of the State of California (“Seller”) and The Wildlands Conservancy, a nonprofit public benefit corporation (“Buyer” or “TWC”), to be effective on the date set forth below.

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RECITALS:

A. Seller is the owner of that certain real property located in the County of San Diego, State of California, which is approximately 1,384 acres of land along the Santa Margarita River, as further described on Exhibit “A” attached hereto (herein the “Property”). The Property includes a hiking trail currently being managed by the Fallbrook Trails Council (herein “Trails Council”), which is affiliated with the Live Oak Park Coalition (herein “ParksPark Coalition”), which is a IRC § 501 (c)(3) nonprofit organization.

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B. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Property, subject to the terms and conditions set forth below;

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C. One of the principal goals of Seller is to assure that the trail currently located on the Property will continue to be made available for use by the general public;

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D. Buyer will seek funding primarily from Proposition 68 bond funding (“Bond Funding”), which will be on the June 2018 ballot. If the Proposition 68 does not pass, Buyer will seek funding from other governmental and/or private sources of funding. Depending upon the source of funding, the date of closing could be extended; and

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E. E. It is the intent of Seller and Buyer that the sale and purchase of the propertyProperty is for the purpose of preserving the Property as open space. Seller and Buyer have worked closely with the Fallbrook Trails CouncilPark Coalition to develop a management plan for the Property, and to negotiate a trails easement with the Trails CouncilTrail Easements that would be recorded concurrently with Close of Escrow to the Park Coalition.

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NOW THEREFORE, in consideration of the covenants and agreements herein contained, and other good and valuable consideration, the receipt and adequacy of which are hereby

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acknowledged, Seller agrees to sell the Property to Buyer and Buyer agrees to purchase the Property from Seller, on the following terms and conditions:

OPERATIVE PROVISIONS:

1. Purchase Price.

The total purchase price ("Purchase Price") of the Property shall be Ten Million Dollars (\$10,000,000.00), which shall be paid as follows:

(a) Upon execution of this Agreement and the opening of Escrow, Buyer shall deposit a non-refundable deposit of Fifty Thousand and No/100 Dollars (\$50,000.00) into escrow (the "Escrow Deposit") which shall be applied to the Purchase Price; and

(b) If Proposition 68 is enacted by the voters in June 2018, Buyer shall be entitled to extend the Close of Escrow one additional year from the date of written request to extend the Close of Escrow by depositing an additional non-refundable deposit of \$200,000 into escrow ("Second Escrow Deposit") which shall be applied to the Purchase Price. The additional \$200,000 shall be deposited within 30 days of the written request to extend the Close of Escrow.

(c) Prior to the Close of Escrow, Buyer will deposit with Escrow Holder the balance of the Purchase Price in cash or other immediately available funds.

2. Escrow.

(a) This Agreement shall constitute joint escrow instructions of the parties to First American Title Company ("Escrow Holder"). The parties agree to execute such additional instructions as requested by Escrow Holder; provided, however, in the event of any conflict between such additional escrow instructions and this Agreement the terms of this Agreement shall prevail as to the rights and obligations of Buyer and Seller hereunder.

(b) Escrow shall close on or before April 20, 2019 (the "Closing Date"), or sooner, as funding is appropriated, subject to extension of the Closing Date as provided herein.

(c) If Proposition 68 is not enacted by the voters, Buyer shall be entitled to extend the Close of Escrow one additional year to April 20, 2020 (the "Extended Closing").

11/21/27-002-Purchase Agr. TWC-buyer-FPUD-Seller-4-5-2018 Agreement for Purchase and Sale and Escrow Instructions by and between Fallbrook Public Utility District and The Wildlands Conservancy

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Date^{2/2/20}), by depositing with Escrow Holder a \$200,000 nonrefundable Second Escrow Deposit as set forth in ~~section~~ Section 1 (b).

3. Buyer Source of Funds for Purchase Price.

3.1 Buyer's principal source of funding for the purchase price is a \$10-million earmark in the California Parks, Environment and Water Bond (~~"~~Proposition 68~~"~~), which is on the June 2018 ballot for voter approval. If the Proposition 68 bond is approved by the voters, \$10-million of funds will be allocated to Buyer for purchase of the Property. The grant for purchase of the Property will be funded through the California Coastal Conservancy.

3.2 If the voters do not approve Proposition 68 in the June 2018 election, Buyer shall be entitled to seek other ~~governmental~~ funding ~~or from~~ private sources within the period of the two non-refundable deposit periods for purchase of the Property but no later than April 20, 2020.

4. Conditions to Closing.

4.1 Conditions to Buyer's Obligation to Purchase. Buyer's obligation to purchases expressly conditioned upon the following:

- (a) Timely performance of each obligation, covenant, and delivery required of seller.
- (b) The accuracy of each representation and warranty of seller in Section 19.1.
- (c) delivery on the Closing of (i) ~~title~~ and issuance of the Title Policy showing such title in Buyer as described in Section 15, and (ii) ~~possession~~ of the Property subject to the rights of the Trails Council under the Trail Easement.

4.2 Conditions to Seller's Obligation to Sell. Seller's obligation to sell is expressly conditioned upon each of the following:

- (a) Timely performance of each obligation, covenant and delivery required of Buyer;
- (b) Concurrent recordation with Close of Escrow of the Trail Easement;
- (c) Payment of the Purchase Price at the Closing in the manner provided in this Agreement.

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5. Access to Property.

(a) Buyer, and agents of Buyer, shall during the term of this escrow have the right to enter the Property for the purpose of making photographs, physical inspections, surveys, geological and toxic waste tests, and such other tests and studies as Buyer desires.

(b) Buyer shall, upon completion of the photographs, surveys, tests and studies permitted under (a) above, restore the Property to the extent reasonably possible to its condition prior to such photographs, surveys, tests and studies.

(c) Buyer shall indemnify and hold harmless Seller of and from any and all liens, claims, and liabilities arising out of or in any way related to the use of the Property by Buyer or by any other person or entity on behalf of, or at the request of, Buyer prior to the Close of Escrow.

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56. Title Report.

56.1 As soon as reasonably possible Seller shall cause First American Title Company ("Title Company") to deliver to Buyer a preliminary title report issued by Title Company covering the Property, together with copies of the documents listed as exceptions therein (collectively referred to herein as the "Title Documents"). Close of Escrow is contingent upon the approval by Buyer in writing of the status of title, including all exceptions thereto, as shown in the title report and in the update, if any, of the title report. If Buyer objects to the status of title or any exception shown in the title report (an "Objection to Title"), Seller shall have the right but not the obligation to cure or otherwise cause Title Company to delete such Objection to Title. If Seller is unable or unwilling to cure or cause Title Company to delete an Objection to Title by the Closing Date, then Buyer shall have the right, by written notice delivered to Seller, either (i) to waive such an Objection to Title, in which event escrow may close, or (ii) to terminate this Agreement and escrow and obtain a return of any documents deposited into escrow.

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56.2 Buyer acknowledges that Seller has water supply lines that traverse the ~~property~~Property at the Northwest, Central and Northeast portions of the Property. Seller shall have the right to retain ~~pipeline easements~~Pipeline Easements over those portions of the ~~property~~Property that the water supply lines traverse. Seller shall be obligated to provide a legal description and plat of such ~~easements~~Pipeline Easements, which shall be attached to ~~any~~ written pipeline easement mutually agreed to by both parties, and recorded concurrently with Close of Escrow.

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67. Trail Easement.

67.1 As a condition to Close of Escrow, the Trail Easement from TWC to the ~~Trails Council~~Park Coalition shall be recorded. A draft form of Trail Easement is

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¹
~~1\F2127-002-Purchase Ag- TWC buyer FPUD-Seller 4.5.2018~~Agreement for Purchase and Sale and Escrow Instructions by and between Fallbrook Public Utility District and The Wildlands Conservancy

attached hereto as ~~Exhibit “B”~~. Prior to Close of Escrow, Seller, Buyer and the ~~Trails Council~~Park Coalition shall mutually agree upon a final form of ~~trail easement~~the Trail Easement. When the final form of ~~trails easement~~Trail Easement has been mutually agreed-upon, the Trail Easement shall be fully executed, notarized and delivered to Escrow Holder for recordation concurrently with the deed of the Property to Buyer. ~~[Is the Trails Council a legal entity that can take title to an easement? If not, should the easement be granted to the Live Oak Park Coalition?]~~

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~~6.7.2~~ Prior to Close of Escrow, Title Company shall issue a policy of title insurance insuring title to the ~~Trails~~Trail Easement, subject to the exceptions to title then of record.

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78. Integrated Resource Management Plan.

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~~78.1~~ The parties hereto, along with the ~~Trails Council~~Park Coalition, have agreed to the following goals for future management of the Property:

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- ~~a.~~(a) Preserve the existing 18-mile trail system in its entirety;
- ~~b.~~(b) Maintain year-round access to the Property for passive recreational uses; and
- ~~c.~~(c) Preserve the ~~property~~Property from development.

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~~78.2~~ Buyer and the ~~Trails Council~~Park Coalition have prepared a draft management plan that meets all of the goals set forth in section 7.1 hereof. A copy of the Integrated Research Management Plan (herein "Management Plan") is attached hereto as ~~Exhibit “C”~~ hereto. Following Close of Escrow, Buyer will manage the ~~property~~Property in accordance with the Management Plan; provided, however, that the parties hereto acknowledge that future management of the Property may be modified as circumstances change and public needs change. Accordingly, the Management Plan shall be viewed as an adaptive agreement which will change over time in accordance with stewardship needs of the Property. Notwithstanding any changes to the Management Plan, the ~~Trails~~Trail Easement shall remain in full force and effect in accordance with its terms, without modification.

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~~78.3~~ Commencing on the ~~closing~~opening date of Escrow or during the extension period of this Agreement, and continuing during the term of this ~~agreement~~Agreement until Close of Escrow, Buyer shall manage the Property by providing an on-site preserve manager and a Ranger. ~~[There was discussion of management during the term of the escrow. Is this the intent?]~~

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8. Commissions.

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8.4 Buyer shall indemnify and hold harmless Seller of and from any and all liens, claims and liabilities arising out of or in any way related to the use of the Property by Buyer or by any other person or entity on behalf of or at the request of Buyer, prior to Close of Escrow.

9. Commissions.

9.1 Buyer and Seller each acknowledge and represent to the other that neither party has retained or is represented by a broker in connection with this transaction nor is the Property subject to any listing or other agreement with a broker or real estate agent.

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9.2 Each party hereby agrees to indemnify and hold harmless the other party of and from any claim by any person or entity for a sales or brokerage commission or finder's fee by reason of any listing or other agreement enter into by such party with respect to the ~~property~~Property or sale thereof.

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910. Assignment.

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Buyer shall not assign any of its rights hereunder to any other person or entity without the prior written consent of Seller, which consent shall not be unreasonably withheld so long as such assignment is to the State Coastal Conservancy for the protection of the property Property (i.e., conservation).

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1011. California Law to Apply.

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This Agreement shall be governed by the laws of the State of California and any question arising hereunder shall be construed or determined according to such laws.

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1112. Disputes.

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Any actions or proceedings arising under, growing out of, or in any way related to this Agreement shall be instituted and prosecuted only in courts located in the County of San Diego, State of California, and each party hereto expressly waives its right to cause any such actions or proceedings to be instituted or prosecuted elsewhere.

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1213. Attorney's Fees.

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If any of the parties hereto shall bring any action or proceeding against any other to enforce or declare any rights herein created, or to bring about or declare the cancellation or rescission of this Agreement, the prevailing party or parties in such action or proceeding shall be entitled to receive from the other party or parties all reasonable attorney's fees and costs incurred in connection therewith.

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1314. Integration.

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1314.1 This Agreement contains the entire agreement and understanding between the Buyer and Seller. There are no oral understandings, terms or conditions, and neither Buyer nor Seller has relied upon any representations, express or implied, not contained in this Agreement. All prior understandings, terms, or conditions are deemed merged into this Agreement.

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1314.2 This Agreement may not be changed orally, but only by agreement in writing and signed by the party or parties against whom enforcement of any waiver, change, modification, or discharge is sought.

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1:\T2127-002-Purchase Agr- TWC-buyer-FPUD-Seller-4-5-2018\Agreement for Purchase and Sale and Escrow Instructions by and between Fallbrook Public Utility District and The Wildlands Conservancy

15.15. Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original and together shall constitute one and the same Agreement.

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15.16. Instructions on Close of Escrow.

Not less than one day prior to the scheduled ~~close~~Close of ~~escrow~~Escrow:

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(a) Seller shall deposit with the Escrow Holder (i) a fully executed and acknowledged grant deed for the Property to Buyer in form suitable for recordation and Escrow Holder shall cause the same to be recorded on Close of Escrow; (ii) an executed certificate complying with Section ~~18~~ 19 relating to FIRPTA; and (iii) the fully executed Assignment in the form of ~~Exhibit B~~ "D".

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(b) Buyer shall deposit with Escrow Holder the following: (i) the fully executed Trail Easement, fully notarized and ready for recordation concurrently with Close of Escrow, (ii) the fully executed and notarized ~~pipeline easement~~Pipeline Easements referred to in Section ~~5~~ 6.2 hereof in recordable form, and (iii) cash funds as required by Section 1 hereof, together with such additional funds as necessary to pay all Buyer's costs as provided below.

(c) Escrow Holder is instructed to record, file and deliver the instruments deposited herein and deliver the funds herein specified (which event is referred to herein as the "Close of Escrow") provided that it can obtain a CLTA Standard Coverage Owner's Policy of Title Insurance issued by Title Company, with liability in the amount of the Purchase Price, insuring title to the Property vested in Buyer, subject only to:

—(i) General and special taxes which are a lien but not yet delinquent;

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—(ii) The lien of supplemental taxes assessed pursuant to Chapter ~~3~~ 5 commencing with Section ~~75~~ of the California Revenue and Taxation Code; and

—(iii) All exceptions to title listed in the Title Report delivered in accordance with [Title Report discussed in Section 46](#), which exceptions have not been objected to by Buyer.

(d) Seller shall pay: (i) the cost of title insurance, (ii) the documentary transfer tax payable upon recordation of the deed, if any, (iii) one-half of Escrow Holder's escrow fee, (iv) Seller's own attorneys' fees, and (v) all real ~~property~~Property taxes and assessments (if any) for the period prior to Close of Escrow.

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(e) Buyer shall pay: ~~(i) of the~~ cost of Buyer's inspection, examination and investigation of the ~~property~~Property, (ii) ~~one~~ half of Escrow Holder's escrow fee; and (iii) ~~Buyer's own~~ attorneys~~attorney~~ fees.

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(f) Possession of the Property shall be delivered to Buyer upon Close of Escrow.

~~1617.~~ **Default**

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~~1617.1~~ **Notice of Default.** Neither party shall be deemed to be in default hereunder unless the party claiming a default has provided the defaulting party with written notice specifying the nature of such default or the act to be performed and the receiving party fails to cure the same or take the required action within ten (10) days after receipt of such notice.

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~~1617.2~~ **Buyer Default - Liquidated Damages.**

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IF THE SALE CONTEMPLATED HEREBY IS NOT CONSUMMATED BY REASON OF A DEFAULT OF BUYER HEREUNDER, SELLER MAY BE DAMAGED AND MAY BE ENTITLED TO COMPENSATION FOR THOSE DAMAGES, BUT SUCH DAMAGES WILL BE EXTREMELY DIFFICULT AND IMPRACTICAL TO ASCERTAIN FOR THE FOLLOWING REASONS: (1) THE DAMAGES TO WHICH SELLER WOULD BE ENTITLED IN A COURT OF LAW WILL BE BASED ON THE DIFFERENCE BETWEEN THE PURCHASE PRICE AND THE ACTUAL VALUE OF THE PROPERTY AT THE CLOSING DATE; (2) PROOF OF THE AMOUNT OF SUCH DAMAGES WILL BE BASED ON OPINIONS OF VALUE OF THE PROPERTY WHICH MAY VARY IN SIGNIFICANT AMOUNTS; AND (3) IT IS IMPOSSIBLE TO PREDICT AS OF THE DATE ON WHICH THIS AGREEMENT IS ENTERED INTO WHETHER THE VALUE OF THE PROPERTY WILL INCREASE OR DECREASE AS OF THE CLOSING DATE. BUYER DESIRES TO LIMIT THE AMOUNT OF DAMAGES FOR WHICH BUYER MIGHT BE LIABLE. BUYER AND SELLER WISH TO AVOID THE COSTS AND LENGTHY DELAYS WHICH WOULD RESULT IF SELLER FILED A LAWSUIT TO COLLECT ITS DAMAGES. THEREFORE, BUYER AND SELLER AGREE THAT IF BUYER DEFAULTS UNDER THIS AGREEMENT THE ESCROW DEPOSIT AND THE SECOND ESCROW DEPOSIT (IF PAID) SHALL BE DEEMED TO CONSTITUTE A REASONABLE ESTIMATE OF SELLER'S DAMAGES UNDER THE PROVISIONS OF CIVIL CODE §1671. SELLER'S SOLE AND EXCLUSIVE REMEDY SHALL BE THE RETENTION OF SUCH AMOUNT.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE PROVISIONS OF THIS SECTION ~~1617.2~~ SHALL NOT OPERATE TO LIMIT (I) ~~ANY~~ INDEMNIFICATION OBLIGATION OF BUYER HEREUNDER INCLUDING THE PROVISIONS OF SECTION ~~4.5~~, OR (II) ~~SELLER'S~~ CLAIMS FOR ATTORNEYS FEES AND COSTS IN DEFENDING ANY ACTION BROUGHT BY BUYER OR ANYONE CLAIMING THROUGH BUYER OR TO EXPUNGE ANY LIS ~~PENDS~~PENDENS FILED BY BUYER AGAINST THE PROPERTY.

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BY INITIALING OR SIGNING HERE EACH OF BUYER AND SELLER ACKNOWLEDGES THAT IT HAS READ, UNDERSTANDS, AND AGREES TO THE PROVISIONS OF THIS SECTION ~~1617~~.

Buyer: _____

Seller: _____

~~1617.3~~ **Default by Seller.**— If the sale of the Property is not consummated by reason of any default by Seller without fault by Buyer, then Buyer shall be entitled (a) to receive the return of the entire Deposit, which return shall operate to terminate this Agreement and release Seller from any and all liability hereunder, or (b) to enforce specific performance of Seller’s obligations under this Agreement.

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~~1718~~ **Deposit of Funds.**

All funds deposited herein by Buyer must be in the form of cash, certified or cashier's checks or money orders drawn on or issued by offices of financial institutions located within the State of California and available for immediate deposit into and disbursement from the depository bank account of the Escrow Holder.

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~~18~~ ~~Nonforeign~~ ~~19~~ **Non-foreign Certificate.**

The Foreign Investment and Real Property Tax Act (“FIRPTA”) IRC 1445, requires that every purchaser of U.S. Real Property must, unless an exemption applies, deduct and withhold from Seller's proceeds ten percent (10%) of the gross sales price. The primary exemptions which might be applicable are: (i) Seller provides Buyer with a certificate under penalty of perjury that Seller is not a “foreign person” as defined in FIRPTA, or (ii) Seller provides Buyer with a “qualifying statement” as defined in FIRPTA, issued by the Internal Revenue Service. Seller and Buyer agree to execute and deliver as appropriate, any instrument, certificate and statement, and to perform any acts reasonably necessary to carry out the provisions of FIRPTA and regulations promulgated thereunder.

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~~1920~~ **Seller's Representations and Warranties.**

~~1920.1~~ Seller hereby represents, warrants and agrees as follows:

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~~(a)~~ ~~(a)~~ Seller has not received any notice and has no knowledge that any condition presently existing with respect to the Property violates any law, code, ordinance or other governmental requirements;

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~~(b)~~ ~~(b)~~ Seller has no knowledge of any litigation or similar proceedings against or involving the Property, either pending, anticipated or threatened;

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~~(c)~~ ~~(e)~~ To Seller's actual knowledge: (i) no underground storage tanks are currently located on the Property nor have any underground storage tanks previously been used or located on the Property; (ii) no Hazardous Substances (as defined below) have been released, discharged, deposited, used, or disposed of on the Property. As used herein, the term "Hazardous Substances" shall mean any hazardous or toxic substance, material, waste, pollutant or contaminant, as defined, listed or regulated by any federal, state or local law, regulation or order, by common law decision, or the presence of which may give rise to liability under any statutory or common law theory based on negligence, trespass, nuisance, waste or strict liability, including without limitation, any petroleum products, by-products or hydrocarbons.

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~~1920.2~~ All representations and warranties contained in this Section ~~19~~ shall survive the Close of Escrow.

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~~1920.3~~ Buyer is, or will be by the Closing Date, familiar with the Property and has made, or will make, such independent investigations as Buyer deems necessary, advisable or material concerning all aspects of the Property, including, but not limited to, the condition, use, sale, development or suitability of the Property for Buyer's intended purposes. In that regard, except for the representations and warranties of Seller specifically provided in this Agreement, Buyer is relying solely upon Buyer's own inspection, investigation and analysis of the Property in electing to purchase the Property. It is recognized that except as otherwise expressly set forth in this Agreement, Seller makes no representation or warranty concerning the accuracy or completeness of any plans, studies or reports delivered to Buyer by Seller or by any agents or Seller, and, except as otherwise provided above, Buyer hereby releases Seller from any liability whatsoever with respect to any such reports including, without limitation, any matters set forth in such reports, or the accuracy or completeness of any such reports.

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~~1920.4~~ Except as expressly set forth herein, Buyer acknowledges and agrees that, in the event Buyer acquires the Property, Buyer is acquiring the Property in its "AS IS" and "WHERE IS" condition and WITH ALL FAULTS, and without any representation or warranty by Seller (except those set forth in this Agreement) and that no patent or latent condition affecting the Property, whether or not known or discoverable or hereafter discovered, shall give rise to any right, claim or cause of action against Seller, including for damages, recession or contribution under any state or federal law, except for latent defects actually known to Seller and not disclosed to Buyer.

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2021. Notices.

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2021.1 The address of the parties hereto and of the Escrow Holder for the purpose of any notices, demands or other communications (all of which shall be hereinafter collectively referred to as "Notices"), required or permitted by law or any provision of this Agreement, shall be as follows unless otherwise specified in writing:

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Seller: _____ Fallbrook Public Utility District

_____ 900 East Mission Road
P.O. Box 2290
Fallbrook, CA 92068

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With Copy To: Best Best & Krieger LLP
Paula de Sousa Mills, Esq.
655 West Broadway, 15th Floor
San Diego, CA 92101

Buyer: _____ The Wildlands Conservancy

_____ 39611 Oak Glen Road, #12
Oak Glen, CA 92309
Attn: David Myers, Executive Director

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A _____
_____ With Copy To: Mirau, Edwards, Cannon, Harter & Lewin,

_____ Professional Corporation

_____ P.O. Box 9058

_____ Redlands, CA 93275-2258
_____ Attn: John K. Mirau, Esq.

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Escrow Holder: First American Title Company

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21.2 Any party may, upon written notice to the other and to the Escrow Holder, change its address for such Notice.

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~~2021.3~~ All Notices of any kind which any party may be required or desire to give to or serve upon any other party or upon the Escrow Holder shall be in writing and shall be deemed given if made by personal delivery or courier upon delivery thereof, if delivered by facsimile transmission upon confirmation of the transmission, or if mailed three days after deposit of the same in the U.S. mails postage prepaid.

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~~2122.~~ **Miscellaneous.**

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~~2122.1~~ Time is of the essence of this Agreement and of each provision thereof.

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~~2122.2~~ This Agreement shall be construed as a whole and in accordance with its fair meaning, the captions being for the convenience of the parties only and not intended to describe or define the provisions in the portions of the Agreement to which they pertain.

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~~2122.3~~ The agreements contained herein shall not be construed in favor of or against any party, but shall be construed as if all parties prepared this Agreement.

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~~2122.4~~ Each of the parties shall execute and deliver all additional papers, documents and other assurances, and shall do all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of the parties.

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~~2122.5~~ To Seller's knowledge, (i) that neither Seller nor any person or entity that directly owns any interest in Seller nor any of its trustees is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the U.S. Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including, but not limited to, Executive Order 13224 ("Executive Order") signed on September 24, 2001 and entitled "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism"), or other governmental action, (ii) that Seller's activities do not violate the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001 or the regulations or orders promulgated thereunder (as amended from time to time, the "Money Laundering Act"), and (iii) that so long as this Agreement is in full force and effect, Seller shall comply with the Executive Order and with the Money Laundering Act.

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IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on and as of April __, 2018.

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SELLER

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Fallbrook Public Utility District, a public
agency under _____

the Public Utility District Act of the State of
California

By: _____

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APPROVED IN FORM:

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1\p2127-002.Purchase Agr TWC buyer FPUD Seller 4.5.2018 Agreement for Purchase and Sale and Escrow Instructions
by and between Fallbrook Public Utility District and
The Wildlands Conservancy -14-

Its:

BUYER

The
Wildlands Conservancy, a nonprofit public benefit

corporation

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By: _____

David Myers,
Its: Executive Director

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APPROVED AS TO FORM:

Best Best & Krieger LLP

By: _____

Bruce W. Beach

Mirau, Edwards, Cannon, Lewin & Tooke

By: _____

John K. Mirau

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RECREATIONAL TRAIL EASEMENT

This RECREATIONAL TRAIL EASEMENT (“Trail Easement”), dated April __, 2018, is made by and between THE WILDLANDS CONSERVANCY, (~~“TWC”~~), as Grantor, and the ~~FALLBROOK TRAILS COUNCIL (FTC)~~; LIVE OAK PARK COALITION (“PARK COALITION”), as Grantee. ~~[is FTC a legal entity that can take title to real property?]~~

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RECITALS:

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A. TWC owns approximately 1,384 acres of real property (hereinafter referred to as “Property”) along the Santa Margarita River in San Diego County, California, managed as open space to preserve and protect its natural, historical, and recreational resources. TWC purchased the Property from the Fallbrook Public Utilities District (FPUD), which continues to have an interest in assuring that the Trails (defined below) remain open to the general public; and

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B. ~~FTC~~ PARK COALITION is a primarily volunteer-based 501(c)(3) non-profit organization that has designed, developed, and managed the existing trail system since 1999 to provide the public the healthful benefits of open space through recreational, non-motorized trails for pedestrian, equestrian and bicycle use; and

C. It is understood that the Property should be managed as open space for pedestrian, equestrian, and bicycling use, in perpetuity, for the benefit and well-being of the Fallbrook community and environs; and

D. The 18 miles of trails through a natural riparian setting provide valuable opportunities for recreation and health and require protection so that no net loss of trails occur, regardless of occasional realignment,

OPERATIVE PROVISIONS:

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~~NOW THEREFORE~~, TWC grants, and ~~FTC~~ PARK COALITION accepts a perpetual recreational trail easement over and across the existing trail system (hereinafter referred to as “Trails”) shown and described in the attached Exhibit “A” (SMR Trail Map) ~~[Does this exhibit contain a metes and bounds legal description of the easement?]~~ pursuant to the following terms and conditions:

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1. **Grant of Easement.** TWC hereby grants to ~~FTC~~ PARK COALITION a nonexclusive 10-foot wide easement over, on and through the Trails on the Property for the sole purpose of allowing ~~FTC~~ PARK COALITION to improve and maintain a system of recreational, non-motorized, multi-use riding and hiking trails for the ~~varied benefits~~ benefit of the general public, including residents of and visitors to Fallbrook and San Diego County.

- a. **Trail Area.** The Area of the Trail Easement, exclusive of parking areas and associated entrances, shall generally not exceed ten (10) feet in total width. The tread (*i.e.*, walking area) width of Trails shall not exceed ten (10) feet in total width. Associated features, such as drainage and support features, may extend beyond the ten-foot (10’) width, but only to the extent reasonably necessary to ensure a stable and properly maintained trail.

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b. **Trail Modifications.** ~~The location and configuration of the Trails may be modified from time to time, and upon mutual agreement of TWC and FTC.~~ Although the Trail Easement is originally located along the existing trail system designated in Exhibit "A," any trail may be relocated 100 feet to either side of existing trail (within a 200-foot wide path), ~~upon mutual agreement of TWC and FTC, and as becomes~~ necessary to accommodate natural changes to the riverine path or to provide greater recreation and/or safety to the visitors. Trail relocations shall be consistent with the guidelines set forth for management of the Property in the Santa Margarita River Trail Preserve Integrated Resource Management Plan dated January 2018, a copy of which is attached hereto and incorporated herein, as Exhibit "B" ("Management Plan"), and shall, at a minimum, comply with the following standards:

- (i) Relocated trail sections shall be sited in a manner that minimizes disturbance of natural habitat to the natural habitat to the extent feasible;
- (ii) Abandoned trail sections shall be blocked and/or otherwise reconfigured to ensure they are no longer used as trails and to facilitate regrowth of natural vegetation;
- (iii) Any party wishing to relocate a trail section shall provide the other party with at least 30 days' advance written notice of the intended relocation, unless such notice is not feasible due to emergency circumstances that require immediate action to prevent trail damage. In such circumstances, notice shall be provided as soon as reasonably possible.
- (iv) If during the 30-day notice period a party objects to a proposed trail relocation, then the relocation shall not proceed until such time as the parties reach a mutual agreement on the proposed relocation. However, if a party objects to a relocation that is being proposed because of a circumstance that has, or is likely to result in, closure of a trail section, the objecting party shall provide a proposed alternative that would reopen or prevent the trail closure.

c. **Trail Maintenance.** The Trails shall be jointly managed and maintained by TWC and ~~FTCPARK COALITION~~ in accordance with the Management Plan. Maintenance of the Trails shall include but is not limited to clearing brush and removal of dead, dying or diseased vegetation within the Trail Easement. ~~Any and all construction, maintenance, and upkeep of Trails by FTC shall be approved in advance by TWC.~~

2. **Purpose.** ~~The purpose of this Trail Easement (hereinafter referred to as the "Public Access Purpose") is to assure that the Trails will be established and made available to the public in perpetuity for low-intensity public outdoor recreational purposes, defined as nonexclusive and non-motorized activities that do not adversely impact the natural resources on the Property.~~

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3. **Permitted Activities.** Activities within the Trail Easement shall be limited to non-motorized passive recreation and designated for foot, horse travel, and bicycle use only. Use of any motorized vehicle or similar mechanical means of locomotion, including automobiles, motorcycles, or other all-terrain vehicles, shall be prohibited, except as required for emergencies and for construction or maintenance purposes as appropriate. Motor-driven wheelchairs may be

allowed for the use of handicapped persons if consistent with the Public Access Purpose of this Trail Easement. In connection with public use of the Trails, there shall no charge whatsoever to the public for use of the Trails.

4. **Retained Common Rights.** TWC and PARK COALITION shall have the right to survey, design, construct, use, repair, manage, maintain and monitor the Trails, including but not limited to the right to install, maintain, repair, and replace steps, trail surfacing, bridges, culverts, and other structures and improvements, in accordance with all laws and regulations. TWC and PARK COALITION have the right to remove or exclude from the Property any persons who are (i) in locations other than the Trails or (ii) not engaged in Permitted Activities. TWC and PARK COALITION have the right to restrict portions of the Trails from mountain bike use.

5. **Liability.**

- a. **Immunity under Applicable Law.** Nothing in this Trail Easement limits the ability of TWC or FTCPARK COALITION to avail themselves of the protections offered by any applicable law affording immunity to TWC or FTCPARK COALITION, including, but not limited to, the provisions of California Civil Code § 846.
- b. **Public Enters at own risk.** Use of any portion of the Trail Easement by members of the general public is at their own risk. Neither TWC nor FTCPARK COALITION, nor their successors or assigns by granting or retaining this easement, assume any duty to or for the benefit of the general public for defects in the location, design, installation, maintenance or repairs of the trail facilities; for any unsafe conditions within the Trail Easement; or for the failure to inspect or warn against possibly unsafe conditions; or to close the Trail facilities to public use when unsafe conditions may be present. FTCPARK COALITION or its successors or assigns will endeavor to repair damaged Trail facilities but has no duty to do so unless and until FTCPARK COALITION receives actual notice of the need to repair any unreasonably dangerous condition.

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6. **Indemnification.** FTCPARK COALITION or its successors and assigns shall indemnify, protect, defend, and hold harmless TWC against any liability, loss, cost, damage and expense caused by or arising from (i) any act(s) or omission(s) of FTCPARK COALITION, its employees, agents, contractors, successors and assigns. (ii) the location and existence of the trail, whether dangerous, defective or otherwise; including, but not limited to any such loss, cost, damage, liability and expense arising from damage to or destruction of real and personal property or injury to or death of any person, or (iii) any claim by any guest, invitee, contractor or subcontractor, or a member of the general public or any person affiliated with FTCPARK COALITION for damage or injury of any nature arising from use of the Trails or the condition of the Trails; provided, however, that FTCPARK COALITION's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of TWC, its agents, officers, or employees. FTCPARK COALITION shall also hold harmless TWC against damage to or destruction of the Recreational Trails caused by an act(s) of a third party(s).

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7. **Assignment.** FTCPARK COALITION may assign this Trail Easement in whole to a grantee mutually agreed upon in writing by TWC and FTCPARK COALITION, provided that such assignee is a non-profit entity or governmental agency, exempt under 501(c)(3) of the Internal Revenue Code, and which has as its primary purpose the preservation of open space and/or the maintenance and preservation of trail easements for Public Access Purposes (herein "Qualified Assignee"). Prior to effectuating an assignment of the Trail Easement, written notice shall be given to FPUD of the intention to assign the Trail Easement, along with detailed information about the proposed Qualified Assignee.

8. **Abandonment.** If the interest conveyed hereby ~~are~~ is abandoned by FTCPARK COALITION or its successor, title to the Trail Easement shall remain in full force and effect. Notice shall be given to FPUD of such abandonment. FPUD shall be entitled to designate a successor assignee which shall be entitled to assume all of FTC'sPARK COALITION's rights and interest under the Trails Easement. FPUD shall be limited to naming an assignee which is a Qualified Assignee. In the event of such abandonment, FTCPARK COALITION hereby designates FPUD as its agent under a power of attorney to execute an assignment document transferring the Trail Easement to the Qualified Assignee designated by FPUD. For purposes of this Trail Easement, "abandonment" means: (i) failure by FTCPARK COALITION or its assignee to actively maintain and supervise the use of the Trails for a consecutive period of 18 months, or (ii) FTC PARK COALITION, or its successor, fails to maintain its legal existence without first having conveyed its interest to another Qualified Assignee.

9. **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 FTC: _____ PARK COALITION: [ADDRESS]

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_____ To TWC: _____ The _____ Wildlands
Conservancy

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#12

39611 Oak Glen Road,

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Oak Glen, CA 92309

Attn: David Myers,

Executive Director

10. **Successors and Assigns.** The terms "Grantor" or "TWC" and "Grantee" or "FTCPARK COALITION," wherever used in this Trail Easement, and any pronouns used in place of those

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terms, mean Grantor or TWC and their successors, assigns, and lessees; and Grantee or [FTCPARK COALITION](#) and their successors and assigns, respectively.

11. **Severability.** If any term, provision, covenant, condition, or restriction of this Trail Easement is held by a court of a competent jurisdiction to be unlawful, invalid, void, unenforceable, or not effective, the remainder of this Trail Easement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
12. **Entire Agreement.** This Trail Easement is the final and complete expression of the agreement between the parties with respect to the subject matter contained herein. Any and all prior or contemporaneous agreements with respect to this subject matter, written or oral are merged into and superseded by this written instrument.
13. **Recordation.** This Trail Easement shall be recorded in the official records of the County of San Diego
14. **Amendment.** If circumstances arise under which an amendment or modification to this Easement would be appropriate, TWC and [FTCPARK COALITION](#) shall be free to jointly amend this Easement, provided that any amendment shall be consistent with the Public Access Purpose of this Easement, and shall not affect the Easement's perpetual duration. Any such amendment shall be in writing, executed by TWC and [FTCPARK COALITION](#) or their successors and assigns, and recorded in the Office of the San Diego County Recorder. Prior to amending this Trail Easement, written notice shall be given to FPUD of the intention to amend along with a copy of the proposed amendment language.
15. **Merger.** No merger of title, estate or interest shall be deemed affected by any previous, contemporaneous, or subsequent deed, grant, or assignment of an interest or estate in the Property, or any portion thereof, to [FTCPARK COALITION](#), or its successors or assigns. It is the express intent of [FTCPARK COALITION](#) that this Easement shall not be extinguished by, merged into, modified, or otherwise deemed affected by any other interest or estate in the Property now or hereafter held by [FTCPARK COALITION](#) or its successors or assigns.
16. **Interpretation.** This Easement shall be interpreted under the laws of the State of California, resolving any ambiguities in questions of validity of specific provisions so as to give maximum effect to its Public Access Purpose.

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“FTC”

Fallbrook Trails Council

“PARK
COALITION”

By: _____

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Its: _____

“TWC”

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The Wildlands Conservancy, a California
non-profit corporation

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By: _____
David Myers,

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Its: Executive Director

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M E M O

TO: Board of Directors
FROM: Personnel Committee
DATE: April 30, 2018
SUBJECT: Recruitment of Senior Engineer Position

Purpose

To obtain authorization to work with the Personnel Committee to finalize a new Senior Engineer job description and to establish an associated salary range for the position to allow staff to open a recruitment in the near future.

Summary

Given the engineering department's existing and projected workload and the anticipated retirement, possibly within the next year, of the current Engineering Supervisor, staff has identified the need to create a Senior Engineer position to provide professional engineering design and project management services to the District.

The salary range for Senior Engineer will be established based on a review and analysis of market data for comparable positions.

The fiscal impact of this new position will be off-set by not filling one currently vacant Engineering Technician position and the anticipated Engineering Supervisor vacancy.

Recommended Action

Personnel Committee recommends authorizing staff to finalize a new Senior Engineer job description, establish a salary range for the position, and initiate recruitment with the approval of the Personnel Committee.