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**Elsinore Valley Municipal Water District**

*Our Mission...*

EVMWD will provide reliable, cost-effective, high quality water and wastewater services that are dedicated to the people we serve.

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**District Secretary**  
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**Legal Counsel**  
Best Best & Krieger

September 7, 2021

Riverside County Planning Department  
Attn: Russell Brady, Principal Engineer  
4080 Lemon Street, 12<sup>th</sup> Floor  
Riverside, CA 92502-1409

Re: Water Supply Assessment for Renaissance Ranch Commerce Center Specific Plan No. 333, Amendment No. 1

Dear Mr. Brady;

On March 17, 2021, Elsinore Valley Municipal Water District (District) received a request from the Riverside County Planning Department (County) for a Water Supply Assessment (WSA) for the Renaissance Ranch Commerce Center Specific Plan No. 333, Amendment No. 1 (Project) development project. EVMWD requested and provide to County cost proposal to prepare the WSA. District received authorization from the County to proceed on May 14, 2021. District requested an extension of 30 days to complete the WSA and the deadline for District to completed and submit the WSA is September 13, 2021.

The Project would include 18 acres for a business park and approximately 97 acres for light industrial use. The Project is located northwest of Lake Elsinore, south of Interstate 15 (I-15), north of Palomino Creek Drive, and east of Horsethief Canyon Road.

The 2020 Urban Water Management Plan (UWMP) and WSA concludes that existing and planned supplies are sufficient to serve existing and projected demand of Renaissance Ranch project during normal, wet, and dry years.

This assessment addresses only the water supply, and future water service is subject to rates and regulations in effect at the time.

If you have any questions, please contact me at (951) 674 3146; Ext:8208 or via email at [mbates@evmwd.net](mailto:mbates@evmwd.net)

Sincerely,

Matthew Bates, P.E.  
Engineering Manager

Attachment: Water Supply Assessment



# Water Supply Assessment

For the Renaissance Ranch Commerce Center  
Specific Plan No. 333, Amendment No.1

JULY 2021

ELSINORE VALLEY MUNICIPAL WATER DISTRICT



ELSINORE VALLEY MUNICIPAL WATER  
DISTRICT

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# Water Supply Assessment

For the Renaissance Ranch Commerce Center

**JULY 2021**

Prepared by Water Systems Consulting, Inc.



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- Appendix A Renaissance Ranch Commerce Center Specific Plan No. 333, Amendment No. 1  
Project Information
- Appendix B EVMWD GSAs' Authorizations

# ACRONYMS & ABBREVIATIONS

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AF	Acre Foot
AFY	Acre Feet per Year
BCGSA	Bedford-Coldwater Groundwater Sustainability Authority
BBGWTP	Back Basin Groundwater Water Treatment Plant
CEQA	California Environmental Quality Act
CLGC	Canyon Lake Golf Course
CLWTP	Canyon Lake Water Treatment Plant
CFS	Cubic Feet per Second
CWC	California Water Code
DWR	California Department of Water Resources
EIR	Environmental Impact Report
EMWD	Eastern Municipal Water District
EVGSA	Elsinore Valley Subbasin Groundwater Sustainability Agency
EVMWD	Elsinore Valley Municipal Water District
FMWC	Farm Mutual Water Company
GAC	Granulated Activated Carbon
GPCD	Gallons per Capita per Day
GPM	Gallons per Minute
GSA	Groundwater Sustainability Agency
GWMP	Groundwater Management Plan
IPR	Indirect Potable Reuse
IRP	Integrated Resources Plan
IX	Ion Exchange
MCL	Maximum Contaminant Level
MG	Million Gallons
MGD	Million Gallons per Day
MWH	Montgomery Watson Harza, Inc.
NPDES	National Pollutant Discharge Elimination System
PFAS	Per- and Polyfluoroalkyl Substances
PFOA	Perfluorooctanoic Acid
PFOS	Perfluorooctane Sulfonate



POA	Property Owners Association
RCWD	Rancho California Water District
RWQCB	Regional Water Quality Control Board
SARRCUP	Santa Ana River Regional Conjunctive Use Project
SBBA	San Bernardino Basin Area
SGMA	Sustainable Groundwater Management Act
SRRRA	Santa Rosa Regional Resources Authority
SWP	State Water Project
SWRCB	State Water Resources Control Board
TDSA	Temescal Division Service Area
TVP	Temescal Valley Pipeline
TVWRF	Temecula Valley Water Reclamation Facility
TVRWP	Temecula Valley Recycled Water Pipeline
TVWD	Temescal Valley Water District
TWC	Temescal Water Company
UWMP	Urban Water Management Plan
UWMP Act	Urban Water Management Planning Act
WDR	Waste Discharge Requirement
WRF	Water Reclamation Facility
WTP	Water Treatment Plant
WWTP	Wastewater Treatment Plant

## WATER SUPPLY ASSESSMENT

# Executive Summary

**This Water Supply Assessment (WSA) was prepared on behalf of the Elsinore Valley Municipal Water District (EVMWD) by Water Systems Consulting, Inc. (WSC) in accordance with the California Water Code (CWC) Section 10910-10912 for the Renaissance Ranch Commerce Center Specific Plan No. 333, Amendment No. 1, referred herein as the Project.**

### Purpose

The Project is a proposed industrial park planned to occupy more than 40 acres of land and is therefore subject to Senate Bill (SB) 610 (the requirements of SB 610 are detailed in Section 1.1). A WSA is required and must address whether the projected water supply under normal, single dry, and multiple dry water years over a 20-year projection is adequate to meet the demand projected for the Project plus existing and planned future uses.

### EVMWD Service Area

EVMWD provides service to two divisions: the Elsinore Division and the Temescal Division Service Area which includes the cities of Lake Elsinore and Canyon Lake, portions of Wildomar and Murrieta, and unincorporated Riverside County and Orange County land. EVMWD currently provides service to approximately 164,000 people and expects to serve nearly 240,000 people by 2045. The Project is located within the Elsinore Division.

### Project Description

The Project would include 18 acres for a business park and approximately 97 acres for light industrial use. The Project is located northwest of Lake Elsinore, south of Interstate 15 (I-15), north of Palomino Creek Drive, and east of Horsethief Canyon Road.

### Demands

Over the past five years, EVMWD used an average of 23,200 acre feet per year (AFY) of potable water. As part of its Urban Water Management Plan (UWMP), EVMWD analyzed several scenarios for potential future demands. Demands were developed using an annual growth rate of 1.5%, consistent with historical growth, and a population growth rate based on projections by the Southern California Association of Governments (SCAG). Both scenarios included an analysis based on gallons per capita per day (GPCD), and a 10% buffer was added to account for uncertainties. Ultimately, EVMWD elected to use a demand projection based on a 1.5% growth rate. The demand projections established in the 2020 Urban Water Management Plan (UWMP) include anticipated demand for planned developments.

The Project was previously identified as a residential development and was included in the 2015 UWMP demand estimates as well as the recently adopted 2020 UWMP. Previously, it was anticipated that this project would require 405 AFY to serve residential development. As a business park and light industrial

project, the Project is now expected to require 122 AFY. EVMWD has included this Project as a planned development within the demand projections established in the 2020 UWMP. The anticipated demands for the Project are shown in **Table ES-1**.

**Table ES-1. Project Area Demands**

LAND USE DESIGNATION	ACRES	2016 WATER MASTER PLAN	EXPECTED AVERAGE DAY DEMAND (GPD)	ANNUAL AVERAGE DEMAND (AFY)
		WATER DUTY FACTOR (GPD/ACRE)		
Business Park	18.0	1,200	21,600	24
Light Industrial	97.2	900	87,480	98
<b>DEVELOPMENT TOTAL</b>	<b>115.2</b>		<b>109,080</b>	<b>122</b>

### Supplies

EVMWD utilizes three primary sources of potable water to meet demands, which include:

- Local groundwater pumped from EVMWD-owned wells throughout the Elsinore groundwater basin.
- Surface water from Canyon Lake Reservoir treated at the Canyon Lake Water Treatment Plant (CLWTP).
- Imported water purchased from the Metropolitan Water District of Southern California (Metropolitan) through Western Municipal Water District (Western).

EVMWD also produces recycled water for landscape and golf course irrigation. EVMWD plans to use these supplies to meet current and future demands under normal, single dry, and five consecutive dry years. EVMWD plans to utilize existing local sources prior to imported water. In addition, EVMWD has identified several projects to increase reliability in all years. Future projects include well replacement, construction of new wells, treatment upgrades at CLWTP, and indirect potable reuse (IPR).

EVMWD’s anticipated future supplies are shown in Table ES-2.

**Table ES-2. Projected Water Supplies, AFY (2020 UWMP Table 6-14)**

<b>Water Supply</b>	<b>2025</b>	<b>2030</b>	<b>2035</b>	<b>2040</b>	<b>2045</b>
Western/Metropolitan <sup>1</sup>	26,286	26,286	26,286	26,286	26,286
Raw Imported Water Western/Metropolitan <sup>1,2</sup>	0	3,700	3,700	3,700	3,700
Elsinore Valley Subbasin	5,500	5,500	5,500	5,500	5,500
Coldwater Subbasin	1,200	1,200	1,200	1,200	1,200
Bedford Subbasin	1,300	1,300	1,300	1,300	1,300
Lee Lake Subbasin	875	875	875	875	875
Palomar Well Replacement	450	450	450	450	450
Temecula-Pauba GW	0	0	750	750	750
Canyon Lake/CLWTP <sup>3</sup>	2,500	2,500	2,500	2,500	2,500
IPR at Regional WRF <sup>4</sup>	0	0	0	940	1,970
Temescal Wash and Lake Elsinore Replenishment <sup>4</sup>	7,270	8,027	8,863	8,960	8,960
Metered Customers <sup>5</sup>	1,459	1,459	1,459	1,459	1,459
Canyon Lake and Summerly Golf Course <sup>5</sup>	378	378	378	378	378
<b>TOTAL</b>	<b>47,219</b>	<b>51,675</b>	<b>53,261</b>	<b>54,298</b>	<b>55,328</b>

<sup>1</sup> Imported water will be used to fill the gaps will be based on the availability of local supplies. EVMWD can purchase more water at an additional charge.

<sup>2</sup> Starting in 2026, EVMWD plans to start purchasing about 3,700 AFY of raw imported water from Western/Metropolitan for treatment at the CLWTP.

<sup>3</sup> In settlement of litigation, EVMWD agreed not to treat more than 8,000 AFY of San Jacinto River flows in any water year at EVMWD's CLWTP. This 8,000 AFY limit applies only to San Jacinto River runoff and excludes any imported water conveyed in the river channel.

<sup>4</sup> In accordance with its NPDES permit, EVMWD is permitted to discharging 0.5 MGD to Temescal Wash and 7.5 MGD to Lake Elsinore. EVMWD is planning to use excess wastewater collected at the Regional WRF to implement an IPR project. It is anticipated that this water will be available between 2035 and 2040.

<sup>5</sup> Includes recycled water produced by the three EVMWD WRFs and recycled water from SRRRA and Eastern.

### Supply and Demand Comparison

EVMWD has a surplus of water to meet its projected demands, which include the anticipated demands for the Project when it was planned for residential development. The updated demands for the Project are lower than previously anticipated (122 AFY instead of 405 AFY), and therefore EVMWD's supplies are adequate to provide the Project demands. EVMWD has a diverse supply portfolio that provides operational flexibility and reliability. In 2020, EVMWD relied on local groundwater to meet about 36% of the potable demands, promoted the use of recycled water to offset potable water needs, and imported water to meet any remaining demands. EVMWD intends to continue promoting conservation, evaluating supplemental supplies, and participating in projects, when feasible, to ensure EVMWD's water supply

sources are protected and sustainable throughout the future. To mitigate and adapt to unpredictable conditions, EVMWD will continue to diversify its local water supply portfolio.

# 1

## WATER SUPPLY ASSESSMENT

# Introduction and Purpose

**This Water Supply Assessment (WSA) was prepared on behalf of the Elsinore Valley Municipal Water District (EVMWD) by Water Systems Consulting, Inc. (WSC) in accordance with the California Water Code (CWC) Section 10910-10912 for the Renaissance Ranch Commerce Center Specific Plan No. 333, Amendment No. 1, referred herein as the Project. This Chapter provides an overview of EVMWD and the Project.**

In 2001, the California Legislature enacted Senate Bill (SB) 610 (Chapter 643, Statutes of 2001) and SB 221 (Chapter 642, Statutes of 2001), which amended the CWC to improve the linkage between water supply planning and new development. As required by SB 610, EVMWD is responsible for determining if its total projected water supplies will meet the projected water demand for the Project, in addition to EVMWD's existing and planned future uses.

The Project proposes to modify land use designations within the Specific Plan to provide for the development of light industrial and business park land uses instead of the approved residential land uses. The Project area is approximately 157 acres and is located within the County of Riverside (County).

The County is the Lead Agency for the Project under the California Environmental Quality Act (CEQA) and has determined that the Project is subject to review under CEQA (Public Resources Code, Section 21000 et seq.), and the state CEQA Guidelines (California Code of Regulations, Section 15000 et. seq.). EVMWD must provide the assessment results to the County for inclusion in the CEQA document for the Project.

### IN THIS SECTION

- Overview of the Law and Purpose
- EVMWD Service Area
- Renaissance Ranch Proposed Project Description

## 1.1 Overview of the Law and Purpose

Effective January 1, 2001, the California Legislature enacted SB 610 (CWC Section 10910), which requires water suppliers to prepare a WSA for certain new developments, and SB 221 (California Government Code Section 66473.7), which mandates that any agency approving a subdivision (as defined in the code) must include written evidence that an adequate water supply is available as a condition for approval. SB 610 and SB 221 are companion measures intended to promote more collaborative planning between local water suppliers and cities and counties. Both statutes require detailed information regarding water availability to be provided to the city and county decision-makers before approving any specified large development projects.

Under SB 610, a water supplier must prepare a WSA for any project meeting specific size criteria and provide the results of the WSA to the Lead Agency for inclusion in the CEQA document. As defined in CWC Section 10912, a “project” is a development that is subject to CEQA and meets one of the following criteria:

1. A proposed residential development of more than 500 dwelling units.
2. A proposed shopping center or business establishment employing more than 1,000 persons or having more than 500,000 square feet of floor space.
3. A proposed commercial office building employing more than 1,000 persons or having more than 250,000 square feet of floor space.
4. A proposed hotel or motel, or both, having more than 500 rooms.
5. A proposed industrial, manufacturing, or processing plant, or industrial park planned to house more than 1,000 persons, occupying more than 40 acres of land, or having more than 650,000 square feet of floor area.
6. A mixed-use project that includes one or more of the projects specified in this subdivision.
7. A project that would demand an amount of water equivalent to, or greater than, the amount of water required by a 500 dwelling unit project.

Per the California Government Code Section 66473.7, a “subdivision” means a proposed residential development of more than 500 dwelling units, except that for a public water system that has fewer than 5,000 service connections, “subdivision” means any proposed residential development that would account for an increase of 10 percent or more in the number of the service connections. Based on this definition, the Project is not subject to SB 221.

The Project is subject to SB 610 because it is an industrial park planned to occupy more than 40 acres of land. A WSA must address whether the projected water supply under normal, single dry, and multiple dry water years is adequate to meet the demand projected for the Project plus existing and planned future uses. This WSA was prepared in accordance with SB 610 and includes the following:

- **Chapter 1 - Introduction and Purpose.** This chapter provides an overview of the WSA requirements, EVMWD service area, and the Project.
- **Chapter 2 - Water Demands.** This chapter describes EVMWD’s existing and projected water demands.
- **Chapter 3 - Water Supplies.** This chapter summarizes EVMWD’s existing and projected water supplies.
- **Chapter 4 - Water Supply and Demand Analysis.** This chapter compares demands and supplies under normal, single dry, and multiple dry water years to determine if supplies are adequate to meet the demand projected for the Project plus existing and planned future uses.

A water supplier's Urban Water Management Plan (UMWP) serves as a foundational document for a WSA. Based on a review of EVMWD's 2020 UWMP, adopted on June 10, 2021, the projected supplies were determined to be sufficient to meet the demands of planned development, which included the Project. Per Appendix H of the 2020 UWMP, the total estimated demand for planned developments was determined as approximately 12,800 acre feet per year (AFY). This value was estimated using information about planned developments throughout the service area, including the Project (when it was planned for residential use). As described in Chapter 2, the anticipated demand for the Project as residential use was 405 AFY, while as currently proposed it is 122 AFY. The demand projections in the UWMP account for the entire demand expected for the Project.

## 1.2 EVMWD Service Area

EVMWD, a public nonprofit agency, was created on December 23, 1950, under the Municipal Water District Act of 1911. As a special district, EVMWD's powers include provision of public water service, water supply development and planning, wastewater treatment and disposal, and recycling. Currently, EVMWD has over 44,560 water, wastewater, and agricultural service connections.

EVMWD's service area has two divisions: the Elsinore Division and the Temescal Division Service Area (TDSA). EVMWD's water service area includes the cities of Lake Elsinore and Canyon Lake, portions of Wildomar and Murrieta, and unincorporated Riverside County and Orange County land. A map of the service area is shown in **Figure 1-1**.

The Elsinore Division makes up most of the service area, with approximately 44,000 active domestic connections, encompassing an area of 96 square miles. The TDSA is located northwest of the EVMWD service area and is a self-sustained water division, hydraulically separate from EVMWD. It covers an area of approximately 2.5 square miles and has approximately 711 connections. EVMWD currently obtains its water from 13 operating groundwater wells, the Canyon Lake Water Treatment Plant (CLWTP), and imported water from Metropolitan through the Auld Valley Pipeline (AVP) and the Temescal Valley Pipeline (TVP).

EVMWD currently operates three Water Reclamation Facilities (WRFs): Regional WRF, Horsethief Canyon WRF, and Railroad Canyon WRF. In addition, wastewater flow in the southern part of EVMWD's service area is treated at the Santa Rosa WRF owned and operated by the Santa Rosa Regional Resources Authority (SRRRA). These four reclamation facilities serve four major service areas within EVMWD's wastewater collection system. Each service area consists of gravity collectors, trunk lines, lift stations, and force mains, which convey flow to the treatment plants. Effluent from all of these WRFs meets Title 22 disinfected tertiary standards and can be used for non-potable water supply to EVMWD's recycled water system. EVMWD's wastewater system is described in more detail in the 2015 EVMWD Sewer Master Plan (MWH, 2015).



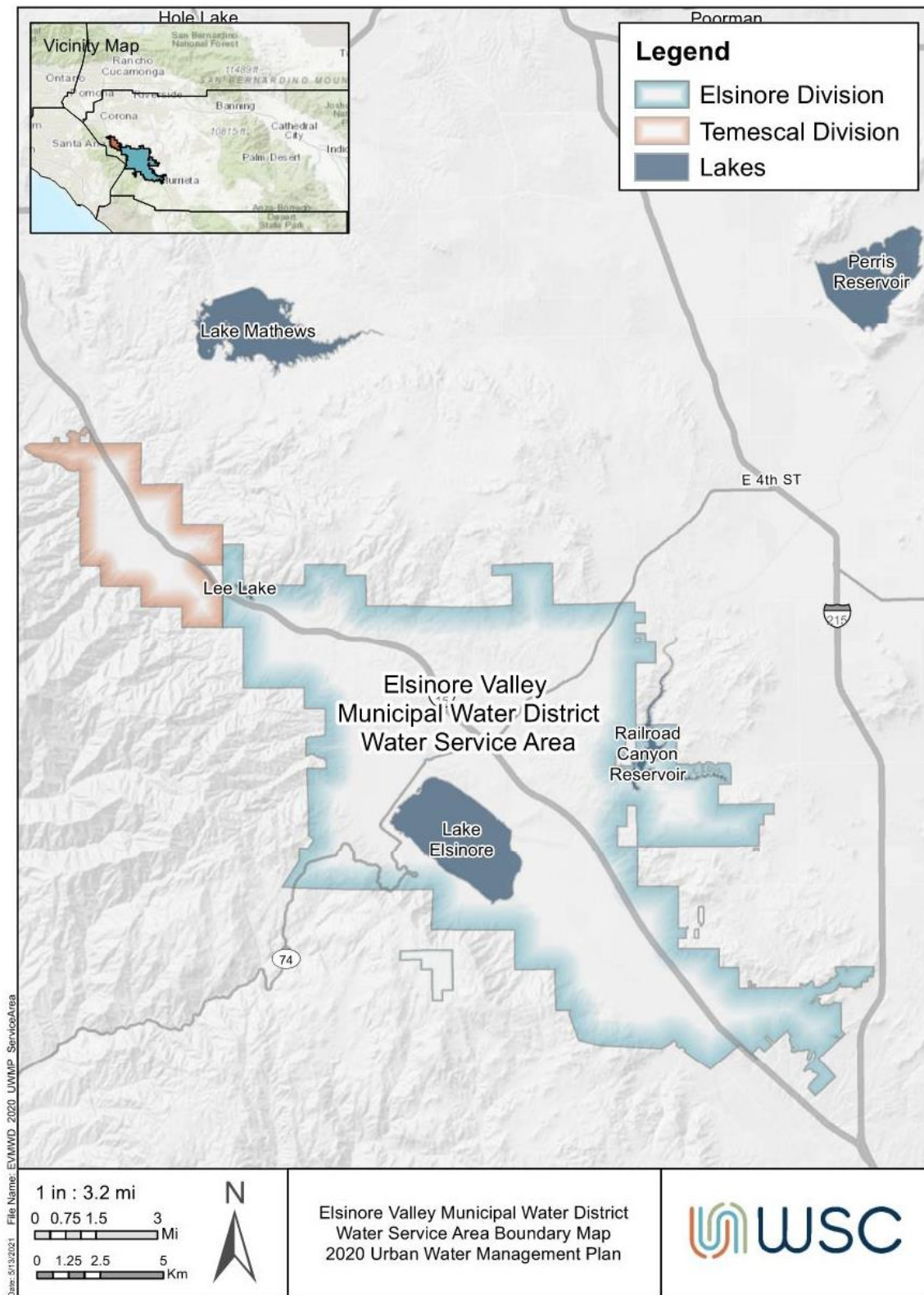


Figure 1-1. EVMWD Service Area (from 2020 Urban Water Management Plan)

## 1.2.1 Service Area Population

Per the 2020 EVMWD UWMP, the District's 2020 population is approximately 163,984. Future service area population was estimated using the Department of Water Resources (DWR) Population Tool Persons per Connections (ppc) value and a 1.5% growth rate in the number of residential connections. **Table 1-1** shows the current and projected populations for the EVMWD service area.

**Table 1-1. Current and Projected Population (2020 UWMP Table 3-2)**

POPULATION SERVED <sup>1</sup>	2020	2025	2030	2035	2040	2045
EVMWD	163,984	176,657	190,310	205,018	220,863	237,932
<sup>1</sup> Based on DWR's online Population Tool and adjusting the tool to use the 2010 Persons per Connections values. The projected populations are based on 2010 census data and a connection annual growth rate of 1.5%.						

## 1.2.2 Land Uses within Service Area

Per the 2020 EVMWD UWMP, EVMWD serves portions of several cities and unincorporated county lands. The percentage of these cities and unincorporated areas that fall within the EVMWD service area is provided in **Table 1-2**. The current land uses within the EVMWD service area, obtained from the Southern California Association of Governments, are shown in **Table 1-3** (Southern California Association of Governments, 2020).

**Table 1-2. EVMWD Service Area Compositions per Jurisdiction (2020 UWMP Table 3-5)**

JURISDICTION	PERCENTAGE OF AREA WITHIN EVMWD
Lake Elsinore	100%
Canyon Lake	88%
Wildomar	94%
Murrieta	16%
Unincorporated	7%

**Table 1-3. Land Uses within the EVMWD Service Area (2020 UWMP Table 3-4)**

<b>LAND USE</b>	<b>ACRES</b>	<b>PERCENTAGE</b>
Single Family Residential	23,009	37%
Multi-Family Residential	497	0.8%
Mixed Residential	357	0.6%
Rural Residential	3,593	6%
Commercial and Services	1,601	3%
General Office	28	0%
Facilities	612	1%
Industrial	1,310	2%
Transportation, Communications, and Utilities	348	0.6%
Mixed Commercial and Industrial	276	0.4%
Mixed Residential and Commercial	709	1%
Open Space and Recreation	7,414	12%
Water	981	2%
Specific Plan	13,328	21%
Other	8,048	13%
<b>TOTAL</b>	<b>62,110</b>	<b>100%</b>

### 1.3 Renaissance Ranch Proposed Project Description

The Renaissance Ranch Proposed Project area consists of approximately 157 acres as shown in **Table 1-4**. The Project is planned to include 18 acres for a business park and about 97 acres for light industrial and is expected to be constructed by 2025. The Project is located northwest of Lake Elsinore, south of Interstate 15 (I-15), north of Palomino Creek Drive, and east of Horsethief Canyon Road. **Figure 1-2** depicts the Project location. Additional maps are provided in **Appendix A**.

**Table 1-4. Renaissance Ranch Proposed Project Land Use Plan Summary**

<b>PLAN AREA</b>	<b>LAND USE DESIGNATION</b>	<b>ACRES</b>
1	Business Park	18.0
2	Light Industrial	97.2
	<b>DEVELOPMENT TOTAL</b>	<b>115.2</b>
3	Open Space - Conservation	6.1
4	Open Space - Conservation	5.4
	<b>CONSERVATION TOTAL</b>	<b>11.5</b>
5	Open Space - Conservation Habitat	1.8
6	Open Space - Conservation Habitat	25.3
	<b>CONSERVATION HABITAT TOTAL</b>	<b>27.1</b>
	Circulation	3.3
	<b>PROJECT TOTAL</b>	<b>157.1</b>

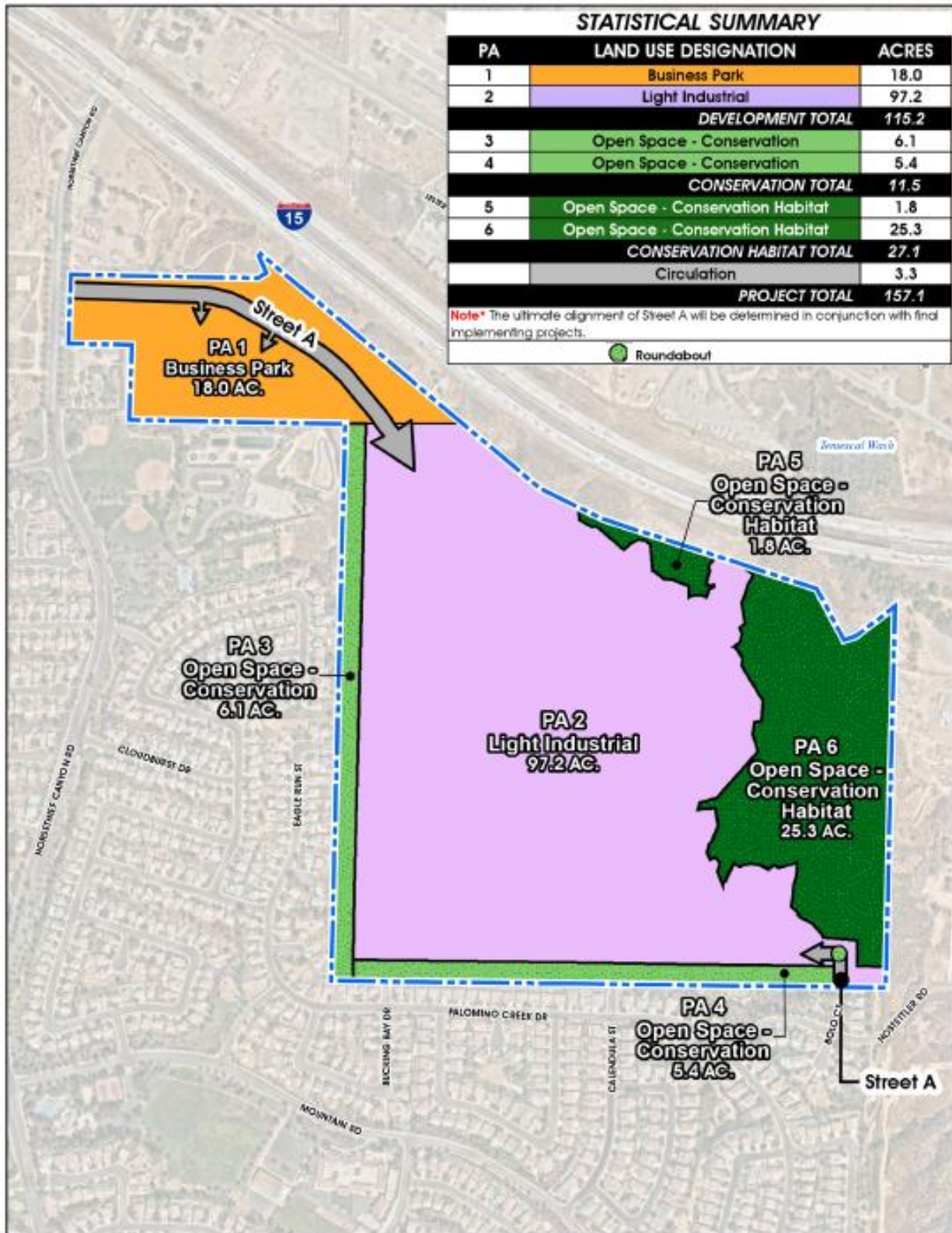


Figure 1-2. Conceptual Land Use Plan for the Project (Exhibit Provided by Applicant for Specific Plan 333, Amendment No. 1)

# 2 WATER SUPPLY ASSESSMENT

## Water Demands

This section discusses existing and future potable and recycled water demands and the projected demands for the Project.

### 2.1 Existing Water Demands

Over the past five years, EVMWD used an average of 23,200 AFY of potable water. The most recent peak in demand occurred in 2020, with a total demand of 23,653 AFY, which is a 1,290 AFY increase since 2016. **Table 2-1** shows 2016 through 2020 water demands. Residential demand accounts for about 71% of the total demand and has remained relatively constant since 2016. In 2020, however, there was a 3% increase in residential use compared with 2019 and a 1% reduction in commercial water use. Water use in 2020 was affected by the COVID-19 pandemic, government-mandated closures of schools and businesses, and extended stay-at-home orders.

#### IN THIS SECTION

- Existing Water Demands
- Future Water Demands
- Renaissance Ranch Proposed Project Demands
- Summary of Future Demands

**Table 2-1. Historical and Current Water Use by Customer Class, AFY (2020 UWMP Table 4-1)**

CUSTOMER CLASS	2016	2017	2018	2019	2020
Residential	15,425	16,130	16,964	15,769	17,162
Commercial	4,570	4,889	5,103	4,364	4,409
Institutional/Governmental	108	116	121	117	82
EVMWD	118	111	2,365	118	54
Hydrant	205	174	181	236	168
Sales/Transfers/Exchanges to Other Agencies – Farm Mutual Water Company	282	294	319	305	332
Losses <sup>1</sup>	1,659	1,183	-1,590	1,488	1,446
<b>TOTAL CONSUMPTION</b>	<b>22,367</b>	<b>22,898</b>	<b>23,462</b>	<b>22,397</b>	<b>23,653</b>

<sup>1</sup> In 2018, there were about 2,300 AFY reported under the EVMWD at no charge. This is likely a reporting discrepancy, which caused the calculated water loss to be negative.

In 2020, about 1,218 AFY of recycled water was used by EVMWD customers for landscape and golf course irrigation. This included recycled water produced by the three EVMWD WRFs and from SRRRA and recycled water from Eastern Municipal Water District (EMWD).

The effluent from the Regional WRF is discharged to Temescal Wash and Lake Elsinore under CA Order No. R8-2013-0019, NPDES No. CA8000027. EVMWD is permitted to discharge into Lake Elsinore for lake stabilization and 0.5 MGD to Temescal Wash for wetland enhancement. In 2020, about 6,585 AFY (5.87 MGD) was discharged to Temescal Wash and Lake Elsinore.

## 2.2 Future Water Demands

The potable and recycled water demands presented in the 2020 UWMP are shown in **Table 2-2**. The potable demands were estimated using a constant value of gallons per capita per day (GPCD), with a constant growth rate in connections and population of 1.5% per year, and a 10% planning buffer. The demand projections in the 2020 UWMP include planned developments as documented in Appendix H of the 2020 UWMP.

**Table 2-2. Total Gross Water Use, AFY (2020 UWMP Table 4-7)**

	2020	2025	2030	2035	2040	2045
Potable and Raw Water	23,653	29,825	32,130	34,613	37,288	40,170
Recycled Water Demand	7,803	9,107	9,864	10,700	10,797	10,797
<b>TOTAL WATER USE:</b>	<b>31,456</b>	<b>38,932</b>	<b>41,994</b>	<b>45,313</b>	<b>48,085</b>	<b>50,967</b>

The proposed Project was previously identified as a residential development and was included in the 2015 UWMP demand projections. The change in anticipated land use has reduced the anticipated Project demand from 405 AFY to 122 AFY. The projected demands from the 2015 UWMP are shown for reference in **Table 2-3**. The system-wide demand projections in the 2020 UWMP are lower than those in the 2015 UWMP due to changes in population projections and continued conservation efforts by EVMWD customers.

**Table 2-3. 2015 UWMP Projected Demands for Water, AFY (2015 UWMP Table 4-2)**

USE TYPE	ADDITIONAL DESCRIPTION	PROJECTED WATER USE				
		2020	2025	2030	2035	2040
Single-Family		22,730	25,797	28,865	31,793	34,860
Single-Family	Mobile Home Park	118	134	150	165	181
Multi-Family		1,271	1,443	1,614	1,778	1,950
Multi-Family	Condominium	45	51	57	63	69
Commercial		5,042	5,722	6,403	7,052	7,733
Institutional/Governmental		1,827	2,074	2,320	2,556	2,802
Landscape	Residential Landscape Irrigation	2	3	3	3	4
Sales/Transfers/Exchanges to Other Agencies	Sales to Farm Mutual Water Company	900	1,021	1,142	1,258	1,380
Other	Hydrants	590	670	750	826	906
Other	EVMWD Use	78	89	100	110	120
Losses	Fiscal Year 2013-2014 Losses	1,796	1,796	1,796	1,796	1,796
<b>Total:</b>		<b>34,400</b>	<b>38,800</b>	<b>43,200</b>	<b>47,400</b>	<b>51,800</b>



Per the 2020 UWMP, the projected potable demand by customer class is summarized in **Table 2-4**.

**Table 2-4. Projected Demands for Water, AFY (2020 UWMP Table 4-6)**

USE TYPE	PROJECTED WATER USE <sup>1</sup>				
	2025	2030	2035	2040	2045
Residential	20,594	22,300	24,137	26,114	28,247
Commercial	5,560	5,989	6,452	6,951	7,488
Institutional/Governmental	103	111	119	129	138
EVMWD	65	70	75	81	87
Hydrant	212	228	246	265	285
Sales/Transfers/Exchanges to Other Agencies – Farm Mutual Water Company	1,464	1,464	1,464	1,464	1,464
Losses	1,827	1,968	2,120	2,284	2,461
<b>Total:</b>	<b>29,825</b>	<b>32,130</b>	<b>34,613</b>	<b>37,288</b>	<b>40,170</b>

The recycled water projections by demand category are shown in **Table 2-5**. The recycled water demands include the discharge requirements for Temescal Wash and Lake Elsinore for reference.

**Table 2-5. Projected Recycled Water Demands, AFY (2020 UWMP Table 6-9)**

RECYCLED WATER DEMANDS	2020	2025	2030	2035	2040	2045
Temescal Wash and Lake Elsinore Replenishment	6,585	7,270	8,027	8,863	8,960	8,960
Metered Customers	895	1,459	1,459	1,459	1,459	1,459
Canyon Lake and Summerly Golf Course	323	378	378	378	378	378
<b>TOTAL WATER USE:</b>	<b>7,803</b>	<b>9,107</b>	<b>9,864</b>	<b>10,700</b>	<b>10,797</b>	<b>10,797</b>

## 2.3 Renaissance Ranch Proposed Project Demands

Per the updated information in the application exhibits provided to Riverside County on March 17, 2021 for Specific Plan No. 333, Amendment 1, the Project now consists of approximately 115.2 acres of light industrial and business park land uses. The revised Project demand, shown in **Table 2-6**, was estimated using the 2016 Water Master Plan water duty factors for the associated land uses multiplied by the project area. The estimated demand for the Project is about 109,080 gallons per day (gpd) or 122 AFY, which is significantly lower than the demand estimate for the residential development of this property.

**Table 2-6. Project Area Demand Projections**

LAND USE DESIGNATION	ACRES	2016 WATER MASTER PLAN	EXPECTED AVERAGE DAY DEMAND (GPD)	ANNUAL AVERAGE DEMAND (AFY)
		WATER DUTY FACTOR (GPD/ACRE)		
Business Park	18.0	1,200	21,600	24
Light Industrial	97.2	900	87,480	98
<b>DEVELOPMENT TOTAL</b>	<b>115.2</b>		<b>109,080</b>	<b>122</b>

## 2.4 Summary of Future Demands

The 2020 UWMP Appendix H included the Project as Reference No. 330. At the time of the 2020 UWMP preparation, the Project was considered a residential land use project with an estimated demand of 405 AFY. This demand was included in the 12,800 AFY total demand for planned developments.

Per the 2020 UWMP, the potable demand is anticipated to increase by 6,170 AFY by 2025 and by 16,520 AFY by 2045. The planned developments in Appendix H of the 2020 UWMP accounted for approximately 12,800 AFY of additional demand, which included 405 AFY for the Project as a residential development. The Project as now proposed would have an estimated demand of 122 AFY.



# 3 WATER SUPPLY ASSESSMENT

## Water Supplies

This chapter identifies and quantifies, to the extent practicable, the existing and planned water supplies for EVMWD through 2045. EVMWD has three primary water sources to meet potable demands: groundwater, surface water, and imported water. EVMWD also provides recycled water throughout its service area for landscape and golf course irrigation.

### 3.1 Existing Water Supplies

EVMWD's three primary sources of potable water supply are:

1. Local groundwater pumped from EVMWD-owned wells
2. Surface water from Canyon Lake Reservoir treated at the CLWTP
3. Imported water purchased from Metropolitan through Western Municipal Water District (Western)

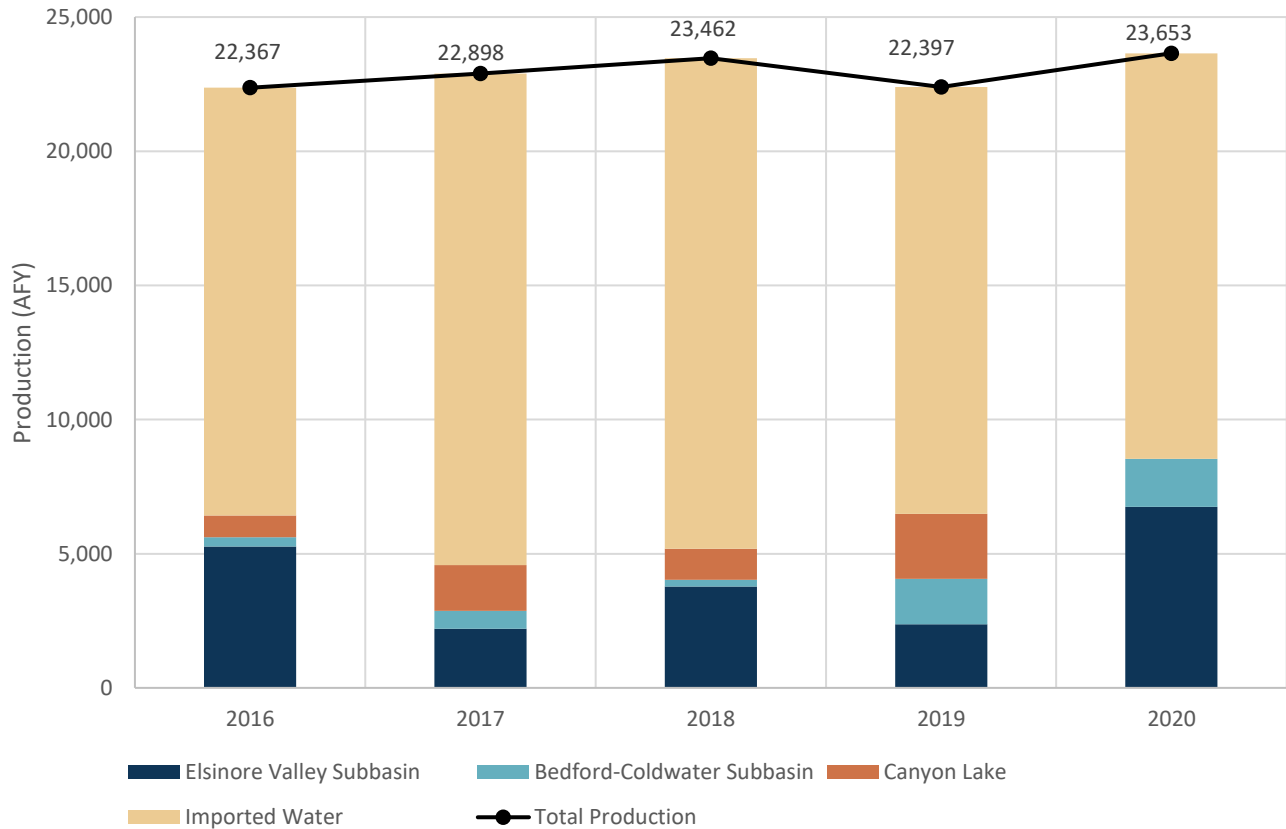
EVMWD also produces recycled water for landscape and golf course irrigation.

#### IN THIS SECTION

- Existing Water Supplies
- Future Water Supplies

EVMWD plans to use these supplies to meet current and future demands under normal, single dry, and five consecutive dry years. EVMWD is also planning several projects to increase the reliability of its local water supplies, which include adding or replacing groundwater wells, purchasing raw imported water, and pursuing an indirect potable reuse (IPR) project.

**Figure 3-1** shows historical water production by source for 2016 through 2020. In 2020, EVMWD met customer demands using groundwater and imported water only because the CLWTP was taken offline in March 2020 following detection of per- and polyfluoroalkyl substances (PFAS). Until PFAS levels have been treated and reduced, EVMWD will continue to use additional imported water. EVMWD has evaluated multiple treatment alternatives for PFAS in Canyon Lake and is pursuing a hybrid granular activated carbon and ion exchange (GAC/IX) treatment approach to lower levels of PFAS and address other water quality concerns, including taste and odor. As part of these upgrades, the CLWTP treatment capacity will be expanded to produce a total of 6,200 AFY of water. It is anticipated that about 2,500 AFY will be produced using natural runoff entering Canyon Lake, and 3,700 AFY will be produced by purchasing raw imported water from Western. Upgrades at the CLWTP are anticipated to be completed in early/mid-2025.



**Figure 3-1. EVMWD Historical Water Production, AFY (from 2020 Urban Water Management Plan)**

### 3.1.1 Purchased or Imported Water

EVMWD first relies on local supplies before purchasing water from Western. EVMWD purchases water from Metropolitan through Western and receives the water at two locations. The first location provides water treated at Metropolitan’s Robert A. Skinner Treatment Plant, which primarily blends Colorado River water with a small amount of State Water Project (SWP) water. This water is pumped through the Auld Valley Pipeline (AVP) and interconnection EM-17. EVMWD can receive or acquire a maximum flow rate of 20.2 million gallons per day (MGD) through the AVP. To reserve capacity for maximum day demand conditions, it is assumed that EVMWD will be able to obtain 16,256 AFY (or 14.5 MGD) from the AVP annually during average and wet years. This provides reserve capacity to meet maximum day demands.

EVMWD also receives imported water from Western through the Temescal Valley Pipeline (TVP). The TVP delivers SWP water treated at Metropolitan’s Mills Treatment Plant and conveyed through Western’s Mills Gravity Pipeline. Through a series of transfers, the EVMWD has the capacity to receive 13.6 MGD (15,200 AFY) in the TVP. The TVP was designed to convey 26.5 MGD with the construction of a proposed booster pumping station. The current hydraulic capacity of the TVP is limited to 12.7 MGD (14,190 AFY) based on gravity flow from the Mills Gravity Pipeline. It is assumed that EVMWD can obtain 8.9 MGD (10,030 AFY) from the TVP annually. Therefore, EVMWD will be able to obtain 23.4 MGD (26,286 AFY) of treated imported water from the two connections during average and wet years.

The total volume of purchased water from 2016 to 2020 is presented in Table 3-1. The highest purchased year was in 2017, toward the end of the drought period.

**Table 3-1. 2016-2020 Purchased Water, AFY (2020 UWMP Table 6-1)**

<b>YEAR</b>	<b>TVP</b>	<b>AVP</b>	<b>TOTAL</b>
2016	6,598	9,347	15,945
2017	6,919	11,404	18,322
2018	5,774	12,503	18,276
2019	4,998	10,918	15,917
2020	5,338	9,777	15,115
<b>AVERAGE</b>	<b>5,925</b>	<b>10,790</b>	<b>16,715</b>

### 3.1.2 Groundwater

EVMWD relies on local groundwater basins as a significant source to meet current and future potable demands. Currently, EVMWD pumps water from the Elsinore Valley Subbasin and the Bedford-Coldwater Subbasin. EVMWD has been actively managing the groundwater subbasins and currently serves as the Groundwater Sustainability Agency (GSA) for the Elsinore Valley Subbasin, referred to as “EVGSA,” and as a partner in the Bedford-Coldwater Groundwater Sustainability Authority (BCGSA), which serves as the GSA for the Bedford-Coldwater Subbasin. Both GSAs are in the process of developing groundwater sustainability plans (GSPs), which call for the basins to be sustainably managed. Detailed descriptions of the groundwater basins that supply EVMWD are presented in this section.

### 3.1.2.1 Elsinore Groundwater Basin

The Elsinore Groundwater Basin, designated by the Department of Water Resources (DWR) as basin 8-004, is a major source of potable groundwater supply for EVMWD and other private groundwater producers. Water rights for the Elsinore Basin are not adjudicated (MWH, 2005).

In 2005, EVMWD adopted the Groundwater Management Plan (GWMP) for portions of the DWR-designated Elsinore Groundwater Basin (MWH, 2006). The mapped boundaries of the basin, however, were not well aligned with the alluvial materials and did not cover the Bedford-Coldwater area. In 2016, as part of the Sustainable Groundwater Management Act (SGMA), EVMWD collaborated with the City of Corona and Temescal Valley Water District (TVWD) to formally modify the Elsinore Basin boundary. This update partitioned the Elsinore Basin into two subbasins: Elsinore Valley Subbasin, which includes the Elsinore Valley, Warm Springs, and Lee Lake groundwater basins, and the Bedford-Coldwater Subbasin. The Bedford-Coldwater area is within the Temescal Wash watershed. The revised basin boundaries are presented in **Figure 3-2**, and the EVGSA and BCGSA boundaries is presented in **Figure 3-3** and **Figure 3-4**.

As part of SGMA compliance, EVMWD became the exclusive GSA for the Elsinore Valley subbasin. EVMWD, the City of Corona, and the TVWD formed a GSA to manage the Bedford-Coldwater subbasin. The GSAs' authorizations are included in **Appendix B**. Both GSAs are currently developing separate GSPs to achieve long-term groundwater sustainability. The GSPs will determine the sustainable water budget for these subbasins, develop sustainable management criteria, establish minimum thresholds to evaluate groundwater conditions, and implement a monitoring network. In addition, projects to ensure that these basins are sustainable will be identified. Descriptions of these subbasins are provided in this section.

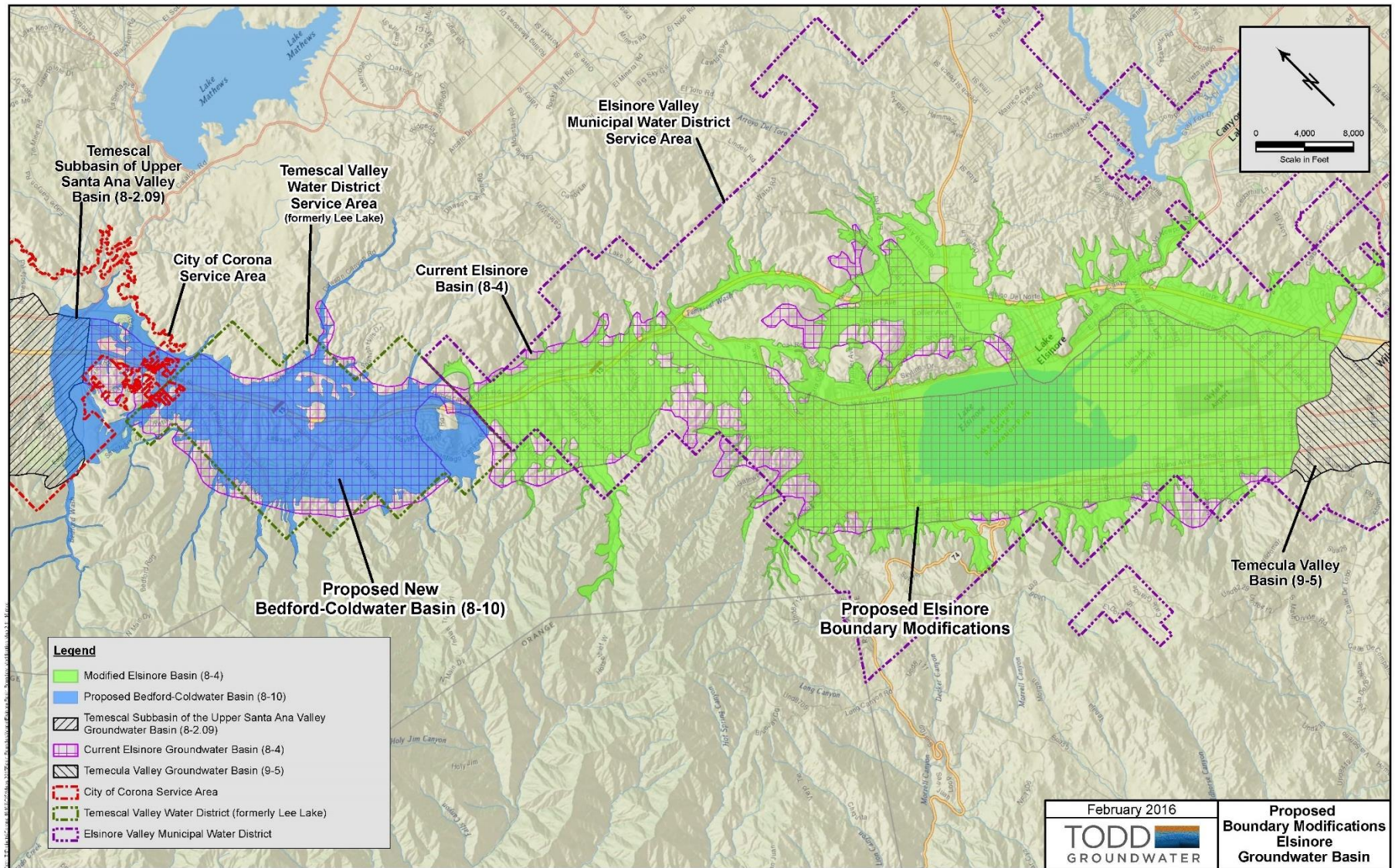


Figure 3-2. Revised Boundary Modifications for Elsinore Groundwater Basin



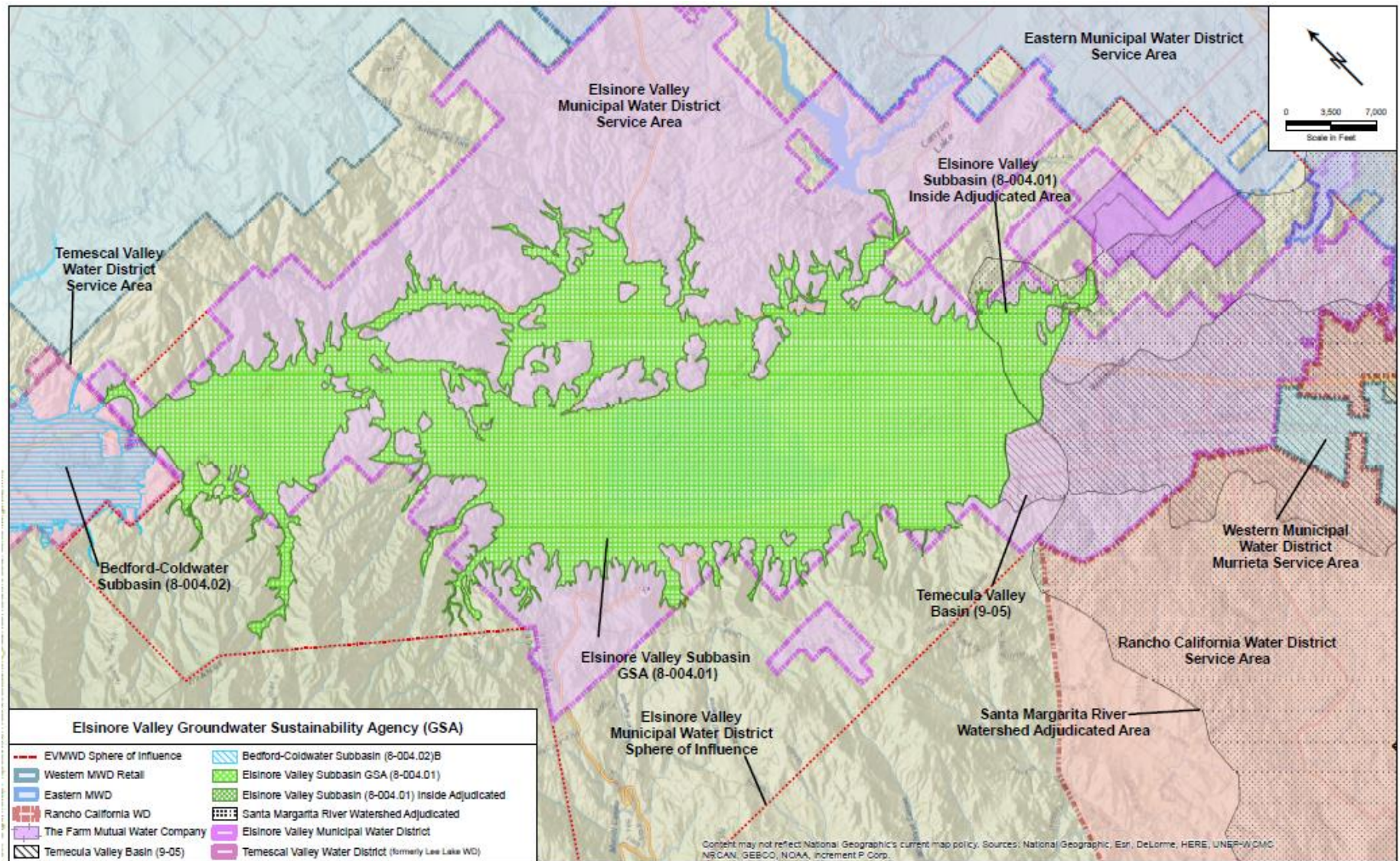


Figure 3-3. Elsinore Valley Groundwater Sustainability GSA Boundaries

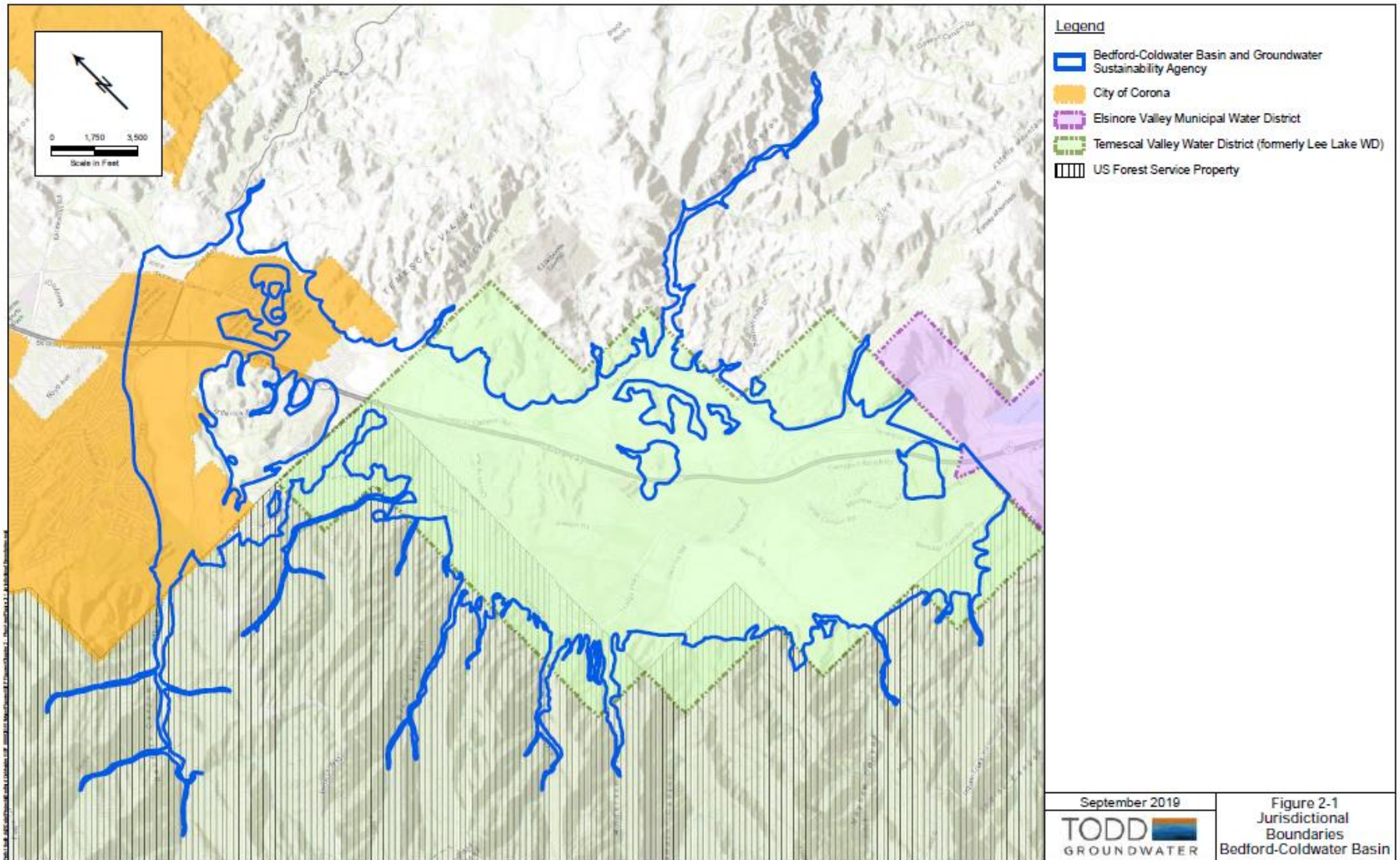


Figure 3-4. Bedford-Coldwater GSA Boundaries

### Elsinore Valley Subbasin

The Elsinore Valley Subbasin (8-4.1) underlies a portion of the Elsinore Groundwater Basin (8.4) in southwestern Riverside County and covers approximately 200 square miles, or 23,600 acres. The Elsinore Valley Subbasin is classified as a medium-priority basin and required to complete a GSP by January 31, 2022. The final GSP is anticipated to be released in October 2021. Updates on the Elsinore Valley GSP are available at <https://www.evmwd.com/who-we-are/water-resources>.

The Elsinore Valley Subbasin is adjacent to two other groundwater basins/subbasins: the Bedford-Coldwater Subbasin of the Elsinore Groundwater Basin (8-4.2) to the north and the Temecula Valley Basin (9-5) to the south (Carollo, 2021) and consists of three general hydrologic areas: the Elsinore Hydrologic Area, the Lee Lake Hydrologic Area, and the Warm Springs Hydrologic Area, as shown in **Figure 6-3**. The Elsinore area is the largest area and provides most of the groundwater production. Since the adoption of the 2005 GWMP, EVMWD has limited its pumping (to approximately 5,550 AFY) to be consistent with the safe yield of the Elsinore Valley Basin. The sustainable yield for the Elsinore Valley, Lee Lake, and Warm Springs Hydrologic Areas will be confirmed in the GSP.

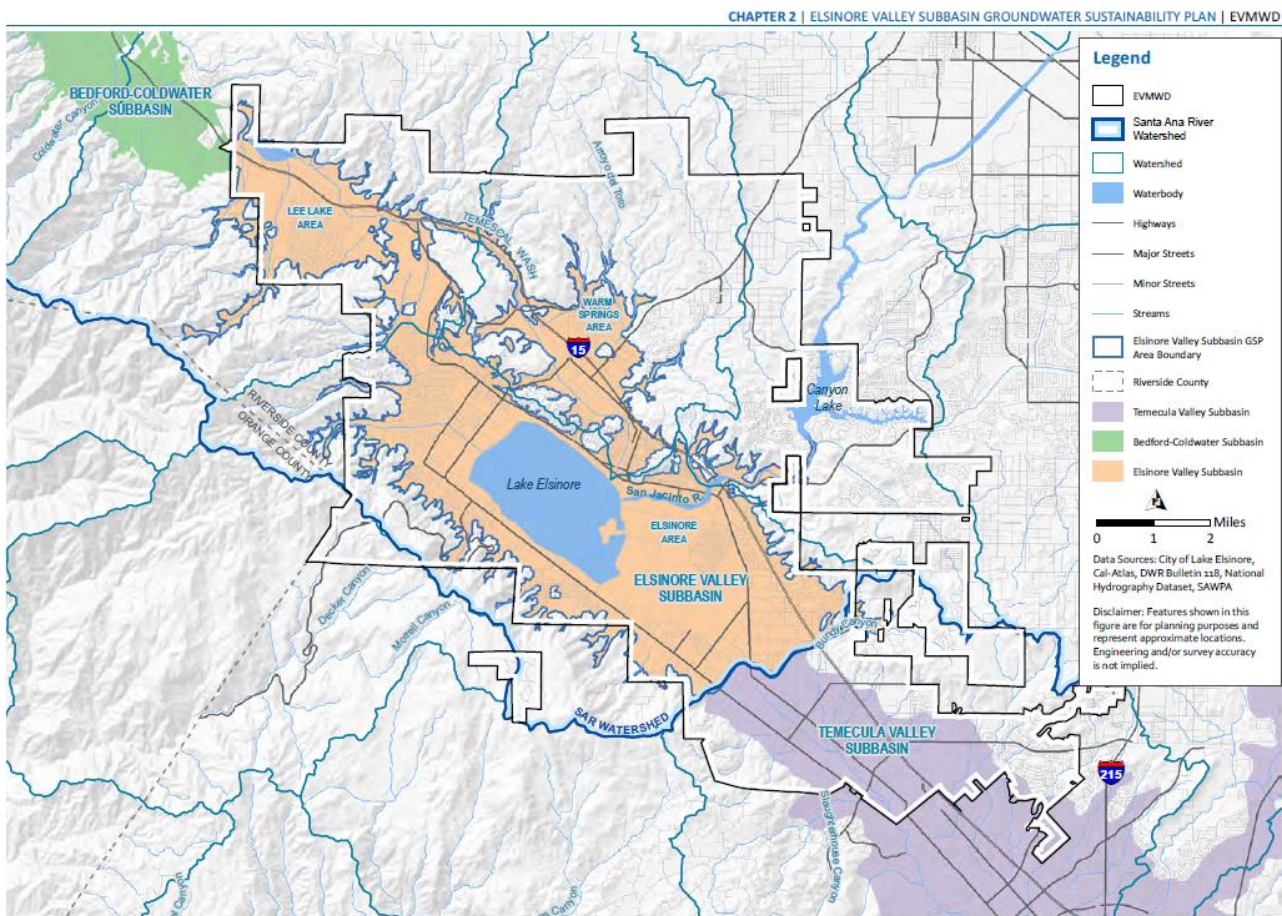


Figure 2.2 Elsinore Valley Groundwater Subbasin GSP Area

Figure 3-5. Elsinore Valley Groundwater Subbasin GSP Area

### Bedford-Coldwater Subbasin

EVMWD currently has two production wells in the Bedford Subbasin and two wells in the Coldwater Subbasin. The Bedford-Coldwater Subbasin (8-4.2) is classified as a very low-priority basin and is not required to complete a GSP, but the BCGSA has elected to continue the GSP development process to gain a more comprehensive understanding of the groundwater basin and ensure that it is sustainably managed into the future. More recent updates on the BCGSP are available at <https://www.bedfordcoldwatergsa.com/>.

The Bedford-Coldwater Subbasin (8-4.2) is located north of the Elsinore Valley Subbasin. To the northwest, the subbasin is bound by a groundwater divide near the Bedford Wash and bounded by consolidated rocks of the Estelle Mountains and Santa Ana Mountains on the east and west (California Department of Water Resources, n.d.). The subbasin is approximately 7,030 acres in size (Groundwater Exchange, n.d.). The sustainable yield for the Bedford and the Coldwater subbasins will be estimated in the GSP.

#### 3.1.2.2 Other Considerations

##### Well Production Capacity

EVMWD has nine active production wells within the Elsinore Valley Subbasin and two active production wells within the Bedford Subbasin. Wells within the Bedford Subbasin serve the Elsinore Division area. There are two active production wells within the Coldwater Subbasin that primarily serve the Temescal Division Service Area. The combined total pump capacity from these wells is 20,027 AFY, presented in **Table 3-2**.

**Table 3-2. Active EVMWD Groundwater Wells (2020 UWMP Table 6-2)**

BASIN	GROUNDWATER WELL	CAPACITY, AFY
Elsinore Valley Subbasin	Cereal No. 1 Well	2,330
	Cereal No. 3 Well	1,730
	Cereal No. 4 Well	2,720
	Corydon St Well	1,630
	Diamond Well	2,510
	Joy St Well	1,000
	Machado St Well	1,145
	Summerly Well	2,742
	Terra Cotta Well	1,250
Bedford Subbasin	Flagler 2A	810
	Flagler 3A	820
Coldwater Subbasin	Mayhew Well	930
	Station 71 Well	410
<b>Total</b>		<b>20,027</b>

EVMWD's groundwater treatment facilities include the Back Basin Groundwater Treatment Plant (BBGWTP), which treats water produced from the Cereal 3 and Cereal 4 wells. The BBGWTP was constructed in 2008 for arsenic treatment to reduce concentrations below the maximum contaminant level (MCL) of 10.0 µg/L in accordance with Division of Drinking Water standards. The BBGWTP includes a ferric chloride coagulation system and media filters. It has a plant capacity of 3,500 gallons per minute (GPM) (5.0 MGD, or 5,600 AFY) and the ability to expand to 7,000 GPM (approximately 11,300 AFY). If the plant were expanded, then groundwater extracted from other wells could also be treated for arsenic (MWH, 2011).

Water from the Lincoln Street, Joy Street, and Machado Wells is blended to comply with the arsenic MCL. Production from the Cereal 1 and Corydon Street wells was halted in October 2008 because of high arsenic, and in 2011, EVMWD constructed a pipeline from the Diamond and Summerly wells to blend with the Cereal 1 and Corydon Street wells and comply with the arsenic MCL. The Cereal 1 and Corydon Street wells began production again in May 2013.

In 2019, the Flagler Wells were completed. The Project converted two wells that were used for agricultural irrigation into drinking water wells (Flagler 2A and Flagler 3A) and constructed the Flagler Water Treatment Plant and pump station.

EVMWD also has two non-potable wells that have been used to augment Lake Elsinore water levels. Since the development of the 2005 GWMP, the wells have only been used when there has been insufficient storm water and recycled water available to maintain the minimum lake elevation goal of 1,240 feet in Lake Elsinore (MWH, 2011).

### Groundwater Storage Program

The 2005 GWMP estimated that the Elsinore Basin has significant storage capacity to support groundwater storage programs and identified conjunctive use projects as an important element of basin management. This storage capacity can be used to store water during wet years (when available) and perform extractions during dry-year conditions. Metropolitan has funded recharge projects as part of a groundwater storage program.

Since 2005, EVMWD has been a participant in the Metropolitan Conjunctive Use Program (CUP). Eight of EVMWD's groundwater wells were converted to dual-purpose injection/extraction (Carollo, 2021). The Elsinore Basin CUP agreement was issued in December 2006 and amended in May 2008. Typically, during any fiscal year (beginning on July 1 and ending on June 30), Metropolitan can deliver up to 3,000 AFY of water for storage in the Elsinore Basin. EVMWD's dual-purpose wells are used to inject these deliveries in the Elsinore Basin. The total maximum that can be stored in the groundwater basin is 12,000 AF. Metropolitan may also extract up to 4,000 AFY of water stored in the Elsinore Basin as part of the CUP program. During a dry year, when stored Metropolitan water is required from EVMWD, imported supply from Western is reduced rather than EVMWD extracting groundwater to deliver to Metropolitan. The program has been successfully implemented for the past 10 years, storing a total of 15,251 AF and extracting approximately 8,109 AF. More recently, in-lieu groundwater recharge has been implemented and is expected to continue given its advantages compared with using dual-purpose wells.

### Santa Ana River Regional CUP

The Santa Ana River Regional CUP (SARRCUP) is a multiagency, watershed-wide program that develops dry-year supply by banking wet-year water; it integrates water-conservation measures and habitat enhancements efforts. The SARRCUP will develop a 180,000 AF groundwater bank storage program. The SARRCUP will have the capacity to store 60,000 AFY during each of three wet years in a decade and extract 60,000 AFY during three dry years within a decade.

The SARCCUP component in the Elsinore Valley Subbasin would have a 4,500 AF storage capacity and facilitate average annual recharge of 1,500 AF over three years. As part of SARCCUP, the construction of two production wells in the Lee Lake Subbasin is anticipated to be completed in mid- to late 2023. The groundwater storage will be achieved by using an in-lieu recharge program approach, which consists of EVMWD decreasing its annual pumping compared with the historical average value (safe yield) by 1,500 AFY during the three-year cycle to store delivered SARCCUP water in the Elsinore Valley Subbasin. The SARRCUP projects will supplement EVMWD's existing CUP with Metropolitan.

### Other Water Rights

EVMWD acquired the Temescal Water Company (TWC) in 1989, making EVMWD the majority shareholder (57.85%) in the Meeks and Daley water rights. This stock provides EVMWD with water rights; production/conveyance capacity within the Gage Canal and Riverside Canal; and rights to the Palm Avenue Well, located in Grand Terrace, Riverside County. The basin is managed per the 1969 judgment in the case of Western Municipal Water District of Riverside County v East San Bernardino County Water District. The construction of Seven Oaks Dam in 1998 allowed for capture of "new conservation" water. Starting in 2013, based on the proportional share (3.38%) of the total new conservation water, the Meeks and Daley water rights increased to 8,091 AFY in the Bunker Hill Basin. Because EVMWD receives 57.85% of the Meeks and Daley water rights, this new water increases EVMWD's water right entitlement to 4,680.6 AFY from the Bunker Hill Basin (MWH, 2016b).

Also, as part of the 1969 judgment, Meeks and Daley has an annual base right of 836 AFY to extract water from the Colton Basin; 801 AF and 35 AF of the base right water volumes can be delivered for use in Riverside and San Bernardino counties, respectively. For the period 1989–2013, the total average yearly extraction was 551.5 AF from the Colton Basin, representing 66% of the base water right amount. For the cited period, the total amount of unused water was 8,289 AF. Because EVMWD receives 57.85%

of the Meeks and Daley water rights, EVMWD receives 484.6 AFY from the Colton Basin. EVMWD can extract water from the Riverside Basin area at an annual base right of 1,263 AFY. The total water right amount can be delivered for use in Riverside County. For the period 1989–2013, total average yearly extraction was 849.6 AFY, representing 67% of the base right amount. For the cited period, the total amount of unused water was 13,100 AF.

In addition, Meeks and Daley has the right to a one-time amount of approximately 1,448 AF of water that was stored in the San Bernardino Basin Area (SBBA) during the 1998 to 2012 period.

In summary, EVMWD has a total of 6,428.2 AFY of water rights in San Bernardino/Riverside groundwater basins as a part of the acquisition of TWC, as shown in **Table 3-3**. Presently, EVMWD does not have the infrastructure available to deliver water available from Meeks and Daley groundwater basins to its service area in the Elsinore Division. In November 2020, EVMWD and Western extended their 20-year agreement allowing Western to lease EVMWD’s water rights in the SBBA, totaling 4,680 AFY. Western will lease this water from EVMWD and use an existing agreement with the City of Riverside to produce, treat, and deliver the water to its Riverside retail service area at a lower cost than imported water. The lease agreement, which provides cost savings to Western customers and revenue to EVMWD of approximately \$930,000 per year, also includes an optional 20-year extension.

**Table 3-3. Adjudicated Groundwater Rights (2020 UWMP Table 6-3)**

WATER SUPPLIERS	QUANTITY, AFY	NOTES
Bunker Hill Basin	4,680.6	Based on the 1969 Judgment includes “new conservation”
Rialto-Colton Basin	484.6	Based on the 1969 Judgment
Riverside Basin	1,263	Based on the 1969 Judgment
<b>Total</b>	<b>6,428.2</b>	

### 3.1.2.3 Past Five Years

Between 2016 and 2020, groundwater accounted for an average of 22% of EVMWD’s total supply. Over that same period, groundwater has accounted for as little as 13% and up to 36% of the total supply portfolio. In 2020, groundwater accounted for 36% because the CLWTP was not operating. EVMWD currently extracts groundwater from the Elsinore Valley Subbasin and the Bedford-Coldwater Subbasin.

**Table 3-4** summarizes groundwater production from 2016 through 2020 by subbasin. As mentioned above, these subbasins are not adjudicated, and the completion of the GSPs will provide more guidance, such as revised safe yields, to better manage these groundwater basins.

**Table 3-4. Groundwater Volume Pumped, AFY (2020 UWMP Table 6-4)**

GROUNDWATER TYPE	LOCATION OR BASIN NAME	2016	2017	2018	2019	2020
Alluvial Basin	Bedford-Coldwater Subbasin <sup>1</sup>	348	668	248	1,697	1,786
Alluvial Basin	Elsinore Valley Subbasin	5,266	2,198	3,779	2,369	6,751
	<b>Total:</b>	<b>5,613</b>	<b>2,866</b>	<b>4,027</b>	<b>4,067</b>	<b>8,537</b>

<sup>1</sup> Includes Mayhew Well, Station 71, Flagler 2A, and Flagler 3A. The Flagler wells were completed in 2019 and draw from the Bedford Subbasin.

### 3.1.3 Surface Water

The CLWTP is an integral part of EVMWD's local water supply portfolio, but this water source is currently not in use because PFAS was detected above the established notification levels in March 2020. EVMWD evaluated improvements for the CLWTP to increase its treatment capacity and treat for PFAS in Canyon Lake. As part of this process, the EVMWD has selected reestablishing the treatment capacity of the CLWTP to 7 MGD (average operation, 6,200 AFY). Currently, during the winter months, Canyon Lake receives approximately 2,500 AFY of water via natural runoff. To reach a capacity of 6,200 AFY, EVMWD will need to purchase an additional 3,700 AFY of raw water from Western through WR-31 that will be delivered via the San Jacinto River into Canyon Lake. This water will be purchased over an 8-month period because most of the natural runoff occurs during the four winter months, when there is little need for purchased water. The water will discharge through a flow-control structure directly into the San Jacinto River.

The CLWTP was constructed in 1957 and was designed to treat 9 MGD. The existing treatment processes include coagulation, clarification, filtration, and disinfection. In past years, the CLWTP operation was limited between April and September at a production rate between 3 and 5 MGD because of water quality issues. As part of the alternative to address PFAS as well as taste and odor, EVMWD is pursuing a hybrid GAC/IX process. This alternative includes improvements to the following components: intake pumps, static and rapid mix, flocculation and sedimentation, ultraviolet disinfection, chlorine contact tank, and PFAS treatment with a control structure. Treatment for a maximum instantaneous flow of 7 MGD includes five 12-foot-diameter GAC vessels placed in the lead position, three IX vessels placed in the lag position, and a 50,000-gallon backwash tank. Upgrades at the CLWTP are anticipated to be completed in early/mid-2025.

The total volume of surface water treated from 2016 to 2020 is shown in **Table 3-5**.

**Table 3-5. 2016-2020 Surface Water Production (2020 UWMP Table 6-5)**

YEAR	CANYON LAKE, AFY	% OF TOTAL SUPPLY
2016	808	4%
2017	1,709	7%
2018	1,158	5%
2019	2,414	11%
2020	0	0%

Through the acquisition of the TWC, EVMWD has the rights to divert up to 12,000 AFY of natural drainage from the San Jacinto River from approximately December 1 to June 1 and store water in Canyon Lake, also called the Railroad Canyon Reservoir, pursuant to Water Rights License 1533 (SDPW-DWR, 1935). A subsequent license allows the diversion of 2.4 cubic feet per second (CFS) of San Jacinto River water from approximately April 1 to May 31 of each season pursuant to Water Rights License 6327 (SWRB, 1961). As a part of this purchase, a River Lake Study was completed in October 2018 to assess the water balance in the San Jacinto. The study estimated a 10% water loss in the river.

In settlement of litigation regarding the release of water into Lake Elsinore, EVMWD and the City of Lake Elsinore agreed that EVMWD would not treat more than 8,000 AFY of San Jacinto River flows in any water year at EVMWD's CLWTP. This 8,000 AFY limit applies only to San Jacinto River runoff and excludes any imported water conveyed in the river channel. The Canyon Lake Property Owners Association (POA) leases the surface rights for Canyon Lake and land around the lake for recreational



purposes under an agreement dating from 1968. The lease agreement between EVMWD and the Canyon Lake POA requires that the minimum lake elevation be kept at 1,372 feet above mean sea level. Historically, EVMWD discontinued the operation of the CLWTP if the lake level was expected to drop below 1,372 feet. If the level falls below 1,372 feet, EVMWD could purchase imported water to maintain the minimum lake elevation. Failure to maintain minimum lake levels costs EVMWD 1/365 of that year's annual costs to the Canyon Lake POA for each day the lake level drops below 1,372 feet.

### 3.1.4 Wastewater and Recycled Water

EVMWD currently operates three WRFs: Regional WRF, Horsethief Canyon WRF, and Railroad Canyon WRF. In addition, wastewater flow in the southern part of EVMWD's service area is treated at the Santa Rosa WRF, operated by SRRRA. These four reclamation facilities serve four major service areas within EVMWD's wastewater collection system. Each service area consists of gravity collectors, trunk lines, lift stations, and force mains, which convey flow to the treatment plants. Effluent from all of these WRFs meets Title 22 disinfected tertiary standards and can be used for non-potable water supply to EVMWD's recycled water system. EVMWD's wastewater system is described in more detail in the 2015 EVMWD Sewer Master Plan (MWH, 2015). A general overview of the wastewater and recycled water systems is provided below.

#### Regional WRF

This facility currently has an 8 MGD average design flow capacity. The design of the 4.0-MGD expansion is nearly complete and expected to include a membrane bioreactor process for secondary/tertiary treatment. The biological processes at the existing Regional WRF and proposed expansion are designed to remove nutrients (nitrogen and phosphorus) to meet the stringent requirements of the National Pollutant Discharge Elimination System (NPDES) permit. The effluent from the Regional WRF is discharged to Temescal Wash and Lake Elsinore under CA Order No. R8-2013-0019, NPDES No. CA8000027. EVMWD is permitted to discharge up to 8 MGD: up to 7.5 MGD into Lake Elsinore for lake stabilization and 0.5 MGD to Temescal Wash for wetland enhancement. A small portion of the Regional WRF recycled water is used for irrigation at the Regional WRF facility and a few office buildings.

#### Horsethief Canyon WRF

This facility currently has a 0.5 MGD average design flow capacity and is operated under Waste Discharge Requirement (WDR) Order No. 96-63. The effluent from Horsethief Canyon WRF receives tertiary treatment and meets Title 22 requirements for recycled water use. The recycled water is used for landscape irrigation in the Horsethief Canyon recycled water service area. During low demand periods, excess recycled water is percolated into a pond. Upgrades are in progress to provide nitrification and denitrification at this plant to remove nitrogen to meet potential new permit requirements. The Horsethief WRF is a peaking plant that balances supply with demand. Excess effluent from the Horsethief WRF that cannot be used for recycled water irrigation is sent to local percolation ponds for disposal.

#### Railroad Canyon WRF

This facility currently has a 1.3 MGD average design flow capacity and is operated under WDR Order No. 96-34. The recycled water is used for landscape and golf course irrigation in the Railroad Canyon recycled water service area. Excess recycled water during low demand months is discharged into the sewer to be conveyed to the Regional WRF. EVMWD can also supplement the recycled water ponds with potable water to meet recycled water need during high demand periods.

To minimize the need for imported water, EVMWD plans to expand its recycled water system to provide recycled water for irrigation users and to maintain water levels in Lake Elsinore and Temescal Wash during normal and dry years.

In November 2015, EVMWD, EMWD, and Rancho California Water District (RCWD) formed the SRRRA, which is a Joint Powers Authority responsible for the collection, transmission, treatment, and disposal of wastewater from its member agencies relating to flows to the Santa Rosa WRF in Murrieta, California. The Santa Rosa WRF was formerly owned and operated by the RCWD but was purchased by SRRRA in August 2017. RCWD continues to operate the Santa Rosa WRF and is also the administrator of the SRRRA.

In addition, EVMWD, EMWD, and RCWD entered into an agreement in March 2009 to establish wholesale recycled water prices for EVMWD and RCWD. EVMWD does not own or operate any WRFs in the Southern Sewershed area, and wastewater generated from this area is conveyed to four connection points in RCWD's system and conveyed to the Santa Rosa WRF for treatment. According to the agreement, in return for paying RCWD to treat the wastewater sent to the Santa Rosa WRF, EVMWD is allocated an equal amount of recycled water from the 48-inch TVRWP at no additional cost. EVMWD's recycled water allocation for each year is adjusted at the beginning of the fiscal year and depends on the amount of wastewater delivered to the Santa Rosa WRF. On average, this flow is approximately 0.8 MGD.

There are two operational supply constraints in the agreement with EMWD for the Wildomar system: the total instantaneous flow rate must be less than approximately 2.0 MGD (1,668 GPM), and the average daily volume for each month cannot exceed the wastewater flow to the RCWD from the previous fiscal year. Because EVMWD supplies on average 0.8 MGD (896 AFY) of wastewater to Santa Rosa WRF, EVMWD receives in return 0.8 MGD of recycled water from the 48-inch TVRWP. The TVRWP has a metering device at the turnout that includes SCADA, telemetry capabilities, and pressure and flow monitoring capabilities to measure the inflow into the EVMWD's service area.

The average inflow into the Railroad Canyon WRF of 0.68 MGD is not sufficient to meet the Canyon Lake Golf Course (CLGC) demands during periods of high demand. Therefore, EVMWD has an agreement with EMWD to purchase supplemental recycled water from its Reach 4 pipeline. The 54-inch Reach 4 pipeline travels east to west through the Railroad Canyon service area. Reach 4 can supply the additional recycled water the CLGC requires during peak demand conditions. Reach 4 has metering devices at the turnout, including SCADA, telemetry capabilities, and pressure and flow monitoring capabilities, allowing EVMWD to quantify the amount of recycled water purchased from EMWD. Per the agreement, however, EMWD recycled water can provide recycled water supply to the CLGC only, not to the recycled water customers in the Canyon Hills area.

### 3.1.5 Water Exchanges and Transfers

#### 3.1.5.1 Exchanges

EVMWD does not have any current potable water exchanges with other water agencies. An agreement between EVMWD and EMWD exists to exchange wastewater for recycled water.

#### 3.1.5.2 Transfers

In November 2020, EVMWD and Western finalized agreements to maintain the long-term availability of imported water. In exchange for EVMWD-owned Meeks and Daley water rights, EVMWD can purchase up to 9 CFS of imported water from Western's Mills Gravity Line and reserve an additional 12 CFS of capacity within the Mills Gravity Line through 2024.

## 3.2 Future Water Supplies

As part of the 2017 Integrated Resources Plan (IRP), EVMWD evaluated 44 long-term supply alternatives to increase supply reliability. Alternatives were assigned a score based on set criteria and a weighting factor for each criterion. Evaluation criteria included average year yield, dry year yield, source availability, water quality, cost, supply reliability, environmental impacts, and potential for implementation. The IRP then identified seven alternative scenarios, each targeting a specific goal of the IRP, to determine the best combination of future projects to meet EVMWD's future demands. Scenario 7, the Hybrid Scenario, was the recommended alternative because it optimized local water supply assets, achieved a reasonable unit cost relative to the current and forecasted costs for imported water, and exhibited one of the lowest values for total dissolved solids (TDS), a critical issue for EVMWD given the regulatory and financial implications of TDS management in groundwater basins. The projects from this scenario and an additional 10% supply buffer against uncertainties, such as climate change, make up EVMWD Core Resources Strategy. EVMWD envisions implementing the Core Resources Strategy as a multifaceted approach that includes supply development strategies that can adapt to changing conditions.

In general, the Core Resources Strategy consists of three phases:

**Phase 1:** Implement near-term local supply projects to increase total supplies.

**Phase 2:** Maximize local assets, such as EVMWD's stored water within Canyon Lake and groundwater.

**Phase 3:** Consider the implementation of two main projects beyond 2030: the Temecula-Pauba Well in 2032 and IPR in 2035.

Since the completion of the 2017 IRP, EVMWD has made a few modifications to the original Core Resources Strategy projects to meet the changing needs of EVMWD's customers. All short- and long-term future projects that will be used to meet demands under normal, single dry, and multiple dry years are presented in **Table 3-6**. These projects have the potential to increase the water supply by **7,745 AFY** by 2045.

EVMWD is constructing two Lee Lake Wells and replacing the Palomar well, which will allow EVMWD to extract groundwater from Lee Lake and the Temecula-Pauba groundwater basins, respectively. In 2023, EVMWD is planning to complete the Palomar Well 2 replacement project, which will pump about 450 AFY of water from the Temecula-Pauba Subbasin. The Palomar Well 2 replacement is located in an area known as "Palomar Area." This well is a replacement of the original Palomar well, which has been abandoned and was in operation from 1967 to 2006.

**Table 3-6. Expected Future Water Supply Projects or Programs (2020 UWMP Table 6-12)**

NAME OF FUTURE PROJECTS OR PROGRAMS	JOINT PROJECT WITH OTHER SUPPLIERS	AGENCY NAME	DESCRIPTION	PLANNED IMPLEMENTATION YEAR	PLANNED FOR USE IN YEAR TYPE	EXPECTED INCREASE IN WATER SUPPLY TO SUPPLIER, AFY
Palomar Well Replacement	No	EVMWD	Groundwater Project	2023	All Year Types	450
Pump Lee Lake Basin GW	No	EVMWD	Groundwater Project	2024	All Year Types	875
Canyon Lake WTP <sup>1</sup>	No	EVMWD	Raw Imported Water	2025	All Year Types	3,700
Temecula-Pauba GW	No	EVMWD	Groundwater Project	2032	All Year Types	750
IPR at Regional WRF <sup>2</sup>	No	EVMWD	Indirect Potable Reuse	2040	All Year Types	0 - 1,970
<p>1 The CLWTP treatment capacity will be expanded to produce a total of 6,200 AFY of water. It is anticipated that about 2,500 AFY will be produced using natural runoff entering Canyon Lake, and 3,700 AFY will be produced by purchasing raw imported water from Western. Upgrades at the CLWTP are anticipated to be completed in early/mid 2025.</p> <p>2 EVMWD is planning to use excess wastewater collected at the Regional WRF to implement an IPR project. It is anticipated that this water will be available between 2035 and 2040.</p>						

EVMWD continues to evaluate additional local projects to decrease dependence on imported water and increase local reliability. A summary of future supply is provided in **Table 3-7**.

**Table 3-7. Projected Water Supplies, AFY (2020 UWMP Table 6-14)**

<b>Additional Detail on Water Supply</b>	<b>2025</b>	<b>2030</b>	<b>2035</b>	<b>2040</b>	<b>2045</b>
Western/Metropolitan <sup>1</sup>	26,286	26,286	26,286	26,286	26,286
Raw Imported Water Western/Metropolitan <sup>1,2</sup>	0	3,700	3,700	3,700	3,700
Elsinore Valley Subbasin <sup>3</sup>	5,500	5,500	5,500	5,500	5,500
Coldwater Subbasin <sup>3</sup>	1,200	1,200	1,200	1,200	1,200
Bedford Subbasin <sup>3</sup>	1,300	1,300	1,300	1,300	1,300
Lee Lake Subbasin <sup>3</sup>	875	875	875	875	875
Palomar Well Replacement <sup>3</sup>	450	450	450	450	450
Temecula-Pauba GW <sup>3</sup>	0	0	750	750	750
Canyon Lake/CLWTP <sup>4</sup>	2,500	2,500	2,500	2,500	2,500
IPR at Regional WRF <sup>5</sup>	0	0	0	940	1,970
Temescal Wash and Lake Elsinore Replenishment <sup>5</sup>	7,270	8,027	8,863	8,960	8,960
Metered Customers <sup>6</sup>	1,459	1,459	1,459	1,459	1,459
Canyon Lake and Summerly Golf Course <sup>6</sup>	378	378	378	378	378
<b>TOTAL<sup>7</sup></b>	<b>47,219</b>	<b>51,675</b>	<b>53,261</b>	<b>54,298</b>	<b>55,328</b>

<sup>1</sup> Imported water will be used to fill the gaps will be based on the availability of local supplies. There is no total right or safe yield. EVMWD can purchase more water at an additional charge.

<sup>2</sup> Starting in 2026, EVMWD plans to start purchasing about 3,700 AFY of raw imported water from Western/Metropolitan for treatment at the CLWTP.

<sup>3</sup> The safe yield for the groundwater subbasins will be established with their respective GSPs.

<sup>4</sup> In settlement of litigation, EVMWD agreed not to treat more than 8,000 AFY of San Jacinto River flows in any water year at EVMWD's CLWTP. This 8,000 AFY limit applies only to San Jacinto River runoff and excludes any imported water conveyed in the river channel.

<sup>5</sup> In accordance with its NPDES permit, EVMWD is permitted to discharging 0.5 MGD to Temescal Wash and 7.5 MGD to Lake Elsinore. EVMWD is planning to use excess wastewater collected at the Regional WRF to implement an IPR project. It is anticipated that this water will be available between 2035 and 2040.

<sup>6</sup> Includes recycled water produced by the three EVMWD WRFs and recycled water from SRRRA and Eastern.

<sup>7</sup> The total right or safe yield were not calculated because the groundwater safe yields are being updated as part of the GSP projects.

### 3.3 Summary of Water Supplies

EVMWD's three primary sources of potable water supply are:

- Local groundwater pumped from EVMWD-owned wells
- Surface water from Canyon Lake Reservoir and treated by the Canyon Lake Water Treatment Plant (CLWTP). This source is offline until treatment upgrades are completed.
- Imported water purchased from Metropolitan through Western

EVMWD first relies on local supplies prior to importing water. EVMWD is planning to use these supplies to meet its future demands under normal, single-dry, and five-consecutive-year drought conditions.

EVMWD is also planning to implement the following projects to increase the reliability of its supplies:

- **Palomar well replacement** — anticipated to be completed in 2023
- **Lee Lake Basin wells** — anticipated to be completed in 2024
- **Treatment upgrades at CLWTP** — anticipated to be completed in 2025
- **Temescal Pauba groundwater well** — anticipated to be completed in 2032
- **Indirect Potable Reuse (IPR) at the Regional Wastewater Reclamation Facility** — anticipated to be completed in 2034

The new projects have the potential to increase the water supply by 6,420 AFY by 2045. The implementation of these projects is critical to maintaining service reliability of potable water system.



# 4 WATER SUPPLY ASSESSMENT

## Water Supply and Demand Analysis

This chapter compares the available water supply with the projected water demands under normal, single dry, and five consecutive dry years for at least the next 20 years. This section demonstrates that EVMWD has sufficient water supplies to meet existing and planned future demands, which includes the Project.

As part of the 2020 UWMP, EVMWD evaluated its water service reliability under normal, single dry, and five consecutive dry years for the next 20 years. In general, water service reliability is dependent upon variability of supplies and availability of infrastructure to meet projected demand. Evaluating the water service reliability is critical for water management as it can help identify potential shortfalls before they occur. Water managers can then take proactive steps to mitigate shortages by encouraging water use efficiency, securing new water supplies and/or investing in infrastructure.

### IN THIS SECTION

- Water Service Reliability Assessment
- Determination of Water Supply Sufficiency



## 4.1 Water Service Reliability Assessment

As part of the 2020 UWMP, EVMWD completed a water service reliability assessment which compares total projected water supply and demands over the next 25 years in five-year increments under normal, single dry, and five consecutive dry years. The supply reliability assessment considered factors that could limit the expected quantity of current and projected water sources through 2045.

This analysis concluded that EVMWD will have a surplus of water under normal, single dry, and five consecutive dry years. EVMWD is committed to continuing water conservation efforts to ensure reliability and resiliency in the future.

Results of the water supply and demand analysis for normal, single dry, and five-year consecutive droughts are shown in the following sections.

### 4.1.1.1 Water Service Reliability – Normal Year

**Table 4-1** compares the total potable and non-potable supply and demand for the 25-year projection under normal (average) conditions, and

**Table 4-2** compares the potable supply and demand only. Under normal conditions, EVMWD will have a surplus of water and will be able to meet the potable and non-potable demands. As the planning horizon is extended, the total potable and non-potable surplus is reduced. The non-potable demand is mainly attributed to maintaining the Temescal Wash and Lake Elsinore requirements. It is expected that any excess recycled water will be used for the IPR project.

**Table 4-1. Normal Year Supply and Demand Comparison (Potable and Non-Potable), AFY (2020 UWMP Table 7-4)**

	2025	2030	2035	2040	2045
<b>Supply Totals</b>	47,218	51,675	53,261	54,298	55,328
<b>Demand Totals</b>	38,932	41,994	45,313	48,085	50,967
<b>DIFFERENCE:</b>	<b>8,286</b>	<b>9,681</b>	<b>7,948</b>	<b>6,213</b>	<b>4,361</b>

**Table 4-2. Normal Year (Potable System Only) Water Supply and Demand Comparison, AFY (2020 UWMP Table 7-5)**

	2025	2030	2035	2040	2045
<b>SUPPLY TOTALS</b>	38,111	41,811	42,561	43,501	44,531
<b>DEMAND TOTALS</b>	29,825	32,130	34,613	37,288	40,170
<b>DIFFERENCE:</b>	<b>8,286</b>	<b>9,681</b>	<b>7,948</b>	<b>6,213</b>	<b>4,361</b>

### 4.1.1.2 Water Service Reliability – Single Dry Year

**Table 4-3** compares the total potable and non-potable supply and demand for the 25-year projection under a single dry year, and **Table 4-4** compares the potable supply and demand only. Under single dry conditions, EVMWD will have a surplus of water and will be able to meet the potable and non-potable demands. As the planning horizon is extended, the surplus is reduced. The single dry year

scenario is the worst-case scenario, as it assumes that natural runoff from Canyon Lake would be 178 AFY. If needed, EVMWD could meet additional demands by purchasing more treated or untreated imported water to mitigate this impact.

**Table 4-3. Single Dry Year Supply and Demand Comparison (Potable and Non-Potable), AFY (2020 UWMP Table 7-6)**

	2025	2030	2035	2040	2045
<b>Supply Totals</b>	44,896	49,353	50,939	51,976	53,006
<b>Demand Totals</b>	38,932	41,994	45,313	48,085	50,967
<b>DIFFERENCE:</b>	<b>5,964</b>	<b>7,359</b>	<b>5,626</b>	<b>3,891</b>	<b>2,039</b>

**Table 4-4. Single Dry Year Supply (Potable System Only) and Demand Comparison, AFY (2020 UWMP Table 7-7)**

	2025	2030	2035	2040	2045
<b>SUPPLY TOTALS</b>	35,789	39,489	40,239	41,179	42,209
<b>DEMAND TOTALS</b>	29,825	32,130	34,613	37,288	40,170
<b>DIFFERENCE:</b>	<b>5,964</b>	<b>7,359</b>	<b>5,626</b>	<b>3,891</b>	<b>2,039</b>

4.1.1.3 Water Service Reliability – Five Consecutive Dry Years

**Table 4-5** compares the total potable and non-potable supply and demand under five consecutive dry years conditions for the 25-year planning horizon, and **Table 4-6** compares the potable supply and demand only. Under this scenario, EVMWD will have a surplus of water and will be able to meet the potable and non-potable demands. During years of extreme drought, EVMWD could meet additional demands by purchasing more treated or untreated imported water to mitigate this impact.

**Table 4-5. Multiple Dry Years Supply and Demand Comparison (Potable and Non-Potable), AFY (2020 UWMP Table 7-8)**

		2025	2030	2035	2040	2045
First Year	Supply Totals	44,896	49,353	50,939	51,976	53,006
	Demand Totals	38,932	41,994	45,313	48,085	50,967
	<b>DIFFERENCE:</b>	<b>5,964</b>	<b>7,359</b>	<b>5,626</b>	<b>3,891</b>	<b>2,039</b>
Second Year	Supply Totals	49,350	50,107	51,693	52,730	53,760
	Demand Totals	38,932	41,994	45,313	48,085	50,967
	<b>DIFFERENCE:</b>	<b>10,418</b>	<b>8,113</b>	<b>6,380</b>	<b>4,645</b>	<b>2,793</b>
Third Year	Supply Totals	49,585	50,342	51,928	52,965	53,995
	Demand Totals	38,932	41,994	45,313	48,085	50,967
	<b>DIFFERENCE:</b>	<b>10,653</b>	<b>8,348</b>	<b>6,615</b>	<b>4,880</b>	<b>3,028</b>
Fourth Year	Supply Totals	50,382	51,139	52,725	53,762	54,792
	Demand Totals	38,932	41,994	45,313	48,085	50,967
	<b>DIFFERENCE:</b>	<b>11,450</b>	<b>9,145</b>	<b>7,412</b>	<b>5,677</b>	<b>3,825</b>
Fifth Year	Supply Totals	49,227	49,983	51,569	52,606	53,636
	Demand Totals	38,932	41,994	45,313	48,085	50,967
	<b>DIFFERENCE:</b>	<b>10,294</b>	<b>7,989</b>	<b>6,256</b>	<b>4,521</b>	<b>2,669</b>

**Table 4-6. Multiple Dry Years (Potable System Only) Supply and Demand Comparison, AFY (2020 UWMP Table 7-9)**

		2025	2030	2035	2040	2045
First Year	Supply Totals	35,789	39,489	40,239	41,179	42,209
	Demand Totals	29,825	32,130	34,613	37,288	40,170
	<b>DIFFERENCE:</b>	<b>5,964</b>	<b>7,359</b>	<b>5,626</b>	<b>3,891</b>	<b>2,039</b>
Second Year	Supply Totals	40,243	40,243	40,993	41,933	42,963
	Demand Totals	29,825	32,130	34,613	37,288	40,170
	<b>DIFFERENCE:</b>	<b>10,418</b>	<b>8,113</b>	<b>6,380</b>	<b>4,645</b>	<b>2,793</b>
Third Year	Supply Totals	40,478	40,478	41,228	42,168	43,198
	Demand Totals	29,825	32,130	34,613	37,288	40,170
	<b>DIFFERENCE:</b>	<b>10,653</b>	<b>8,348</b>	<b>6,615</b>	<b>4,880</b>	<b>3,028</b>
Fourth Year	Supply Totals	41,275	41,275	42,025	42,965	43,995
	Demand Totals	29,825	32,130	34,613	37,288	40,170
	<b>DIFFERENCE:</b>	<b>11,450</b>	<b>9,145</b>	<b>7,412</b>	<b>5,677</b>	<b>3,825</b>
Fifth Year	Supply Totals	40,119	40,119	40,869	41,809	42,839
	Demand Totals	29,825	32,130	34,613	37,288	40,170
	<b>DIFFERENCE:</b>	<b>10,294</b>	<b>7,989</b>	<b>6,256</b>	<b>4,521</b>	<b>2,669</b>

## 4.2 Determination of Water Supply Sufficiency

As shown in **Table 4-1** through **Table 4-6**, EVMWD has a surplus of water to meet its projected demands, which include demands for the Project. EVMWD has adequate supplies to maintain a surplus during anticipated future conditions, while including the demand associated with the Project. EVMWD has a diverse supply portfolio that provides operational flexibility and reliability. In 2020, EVMWD relied on local groundwater to meet about 36% of the potable demands, promoted the use of recycled water to offset potable water needs, and imported water to meet any remaining demands. EVMWD intends to continue promoting conservation, evaluating supplemental supplies, and participating in projects, when feasible, to ensure EVMWD’s water supply sources are protected and sustainable throughout the future. To mitigate and adapt to unpredictable conditions, EVMWD will continue to diversify its local water portfolio.



# 5 WATER SUPPLY ASSESSMENT

## References

- California Department of Water Resources. (n.d.). *California's Groundwater (Bulletin 118)*. Retrieved from <https://water.ca.gov/Programs/Groundwater-Management/Bulletin-118>
- Carollo. (2021). *Elsinore Valley Subbasin Groundwater Sustainability Plan Draft Chapter 2*.
- Groundwater Exchange. (n.d.). *Elsinore – Elsinore Valley*. Retrieved from <https://groundwaterexchange.org/basin/elsinore/>
- MWH. (2005). *Draft Program Environmental Impact Report for Lake Elsinore Stabilization and Enhancement Project, prepared for Lake Elsinore and San Jacinto Watershed Authority*.
- MWH. (2006). *Groundwater Management Plan*.
- MWH. (2011). *2010 Urban Water Management Plan*.
- MWH. (2014). *EVMWD Temescal Valley Pipeline Hydraulic Expansion Feasibility Study*.
- MWH. (2015). *Sewer Master Plan*.
- MWH. (2016). *Water System Master Plan*.
- MWH. (2016b). *2015 Urban Water Management Plan*.
- SDPW-DWR. (1935). *Water Rights License No. 1533 issued to Temescal Water Company, effective date April 5, 1920, issued April 16, 1935*.
- Southern California Association of Governments. (2020). *Connect SoCal Technical Report. Demographics and Growth Forecast*. Southern California Association of Governments.
- SWRB. (1961). *Water Rights License No. 6327 issued to Temescal Water Company, effective date October 29, 1941, issued June 5, 1961*.
- U.S. Census Bureau. (n.d.). *Quick Facts: Canyon Lake City, California; Wildomar City, California, Lakeland Village CDP, California; Lake Elsinore City, California*. Retrieved April 8, 2021, from <https://www.census.gov/quickfacts/fact/table/canyonlakecitycalifornia,wildomarcitycalifornia,lakelandvillagecdpcalifornia,lakeelsinorecitycalifornia/PST045219>
- Water Systems Consulting Inc.,. (2021). *EVMWD 2020 UWMP*.



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## Renaissance Ranch Commerce Center Specific Plan No. 333, Amendment No. 1 Project Information

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*Charissa Leach, P.E.*  
*Assistant TLMA Director*

# RIVERSIDE COUNTY PLANNING DEPARTMENT

## General Application Form

Submit this completed General Application Form, along with a signed [Applicant-Property Owner Signature Form](#), and an applicable Supplemental Information Form. The Forms are located on the Planning Dept. website's Development Application page (<https://planning.rctlma.org/Development-Process/Applications>) or by clicking on the applicable link above or below. Filing Instructions documents are also available on that webpage.

Select the applicable Application Type(s):

Legislative Actions	
Change of Zone	Development Agreement
General Plan Amendment – Land Use	Specific Plan
General Plan Amendment – Circulation Section	Specific Plan Amendment
Subdivisions	
Tentative Tract Map	Minor Change
Tentative Parcel Map	Revised Map
Vesting Map	Land Division Phasing Map
Amendment to Final Map	Extension of Time (Ord. No. 460)
Reversion to Acreage	
Use Permits	
Conditional Use Permit	Revised Use Permit or Plot Plan
Plot Plan	Surface Mining Permit
Plot Plan – Administrative (Minor Plot Plan)	Reclamation Plan/Interim Management Plan
Public Use Permit	Revised Surface Mining Permit/Reclamation Plan
Wind Energy Conversion System Permit	Extension of Time (Ord. No. 348)
Temporary Use Permit	Solar Power Plant
Variance	Commercial Cannabis
Commercial Hog Ranch Permit/Amended Permit	
Ministerial Actions	
Crowing Fowl Permit	Extension of Non-Conforming Use Status
FFA or 4-H Project	Outdoor Advertising Display Permit (Billboard)
Exception to Notice Ordinance (No. 847)	Public Convenience and Necessity Determination
Food Truck	Setback Adjustment
Grading Permit Initial Study	Substantial Conformance to Minor Plot Plan
Historic District Alteration Permit	Substantial Conformance to Plot Plan or Use Permit
Large Family Day Care Permit	Substantial Conformance to Surface Mining Permit/Reclamation Plan
Living Native Tree Removal Permit	Substantial Conformance with a Specific Plan
Minor Temporary Event Permit	Special Multiple-Family Development Review
Determination of Non-Conforming Use Status	
Miscellaneous Actions	
Agricultural Preserve Disestablishment-Diminishment	Request for Deposit for Planning Research
Agricultural Preserve Establishment-Enlargement	Geology Report Review
Entry into Land Contract within Agricultural Preserve	Request for Pre-Application Review
Agricultural Preserve Notice of Non-Renewal	MSHCP Habitat Acquisition and Negotiation Strategy (HANS)
Request for Zoning Affidavit or Rebuild Letter	MSHCP Habitat Acquisition and Negotiation Strategy (HANS Lite)
MSHCP Expedited Review Process (ERP)	

## GENERAL APPLICATION FORM

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Note: The Applicant represents that he/she has the express authority to submit this application on behalf of the Property Owner(s) and understands that the "Applicant" is not assignable without written consent by the County of Riverside, who will not consent to reassignment unless any outstanding costs have been paid by Applicant, and that all deposit statements, requests for deposits or refunds shall be directed to the Applicant.

### Applicant Contact (BILLING CONTACT):

Contact Person:

*First Name*

*Middle Name*

*Last Name*

E-mail Address:

Mailing Address:

*Street Number*

*Street Name*

*Unit or Suite*

*City*

*State*

*Zip Code*

Daytime Phone No.:

Mobile Phone No.:

### Engineer/Representative Contact, if any:

Contact Person:

*First Name*

*Middle Name*

*Last Name*

E-mail Address:

Mailing Address:

*Street Number*

*Street Name*

*Unit or Suite*

*City*

*State*

*Zip Code*

Daytime Phone No.:

Mobile Phone No.:

### Property Owner Contact:

Contact Person:

*First Name*

*Middle Name*

*Last Name*

E-mail Address:

Mailing Address:

*Street Number*

*Street Name*

*Unit or Suite*

*City*

*State*

*Zip Code*

Daytime Phone No.:

Mobile Phone No.:

Check this box if there are additional persons or entities who have an ownership interest in the subject property or properties that comprise this Application and complete one or more [Additional Property Owner Sheets](#).

**GENERAL APPLICATION FORM**

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**PROPERTY INFORMATION:**

Assessor's Parcel Number(s):

Approximate Gross Acreage:

I/We, the applicant, certify that the following responses are true and correct. Yes No

Generally, Ministerial Actions and Miscellaneous Actions, will not require the completion of the following Sections: "Hazardous Site Review Statement," "Hazardous Materials Disclosure Statement," "Airport Influence Area/ Federal Aviation Regulation Part 77," "Military Land Use Compatibility," or "Water Quality Management Plan Information." as part of this Application Form.

**HAZARDOUS SITE REVIEW STATEMENT**

[Government Code Section 65962.5\(f\)](#) requires the applicant for any development project to consult specified state-prepared lists and submit a signed statement to the local agency indicating whether the project is located on an identified site. Under the statute, no application shall be accepted as complete without this signed statement.

I (we) certify that I (we) have investigated this development project with respect to the [Cal EPA's Cortese List Data Resources webpage](#) and that my (our) answers are true and correct to the best of my (our) knowledge. My (Our) investigation has shown that:

The project is NOT located on any of the lists compiled pursuant to Section 65962.(e) of the Government Code.

The project IS located on one of the lists compiled pursuant to Section 65962.(e) of the Government Code. Please specify the list, the date of list, and the property's regulatory identification number:

**HAZARDOUS MATERIALS DISCLOSURE STATEMENT**

[Government Code Section 65850.2](#) requires the owner or authorized agent for any development project to disclose whether:

1. Compliance will be needed with the applicable requirements of Section 25505 and Article 2 (commencing with Section 25531) of Chapter 6.95 of Division 20 of the Health and Safety Code or the requirements for a permit for construction or modification from the air pollution control district or air quality management district exercising jurisdiction in the area governed by the County.

Yes No

2. The proposed project will have more than a threshold quantity of a regulated substance in a process or will contain a source or modified source of hazardous air emissions.

Yes No

## GENERAL APPLICATION FORM

### AIRPORT INFLUENCE AREA/ FEDERAL AVIATION REGULATION PART 77

Is the project located within an Airport Influence Area?

Yes      No

If yes, review of projects, excluding Ministerial and Miscellaneous Actions, by the [Riverside County Airport Land Use Commission](#) will be required.

*Please refer to Riverside County's Map My County website to determine if the Plan is located within an Airport Influence Area (using the Planning Layer – Airport Layers) ([https://gis.countyofriverside.us/Html5Viewer/?viewer=MMC\\_Public](https://gis.countyofriverside.us/Html5Viewer/?viewer=MMC_Public))*

Generally, applications, excluding Ministerial and Miscellaneous Actions, within 8 miles of March Air Reserve Base or within 4 miles of other airports may require a Federal Aviation Administration (FAA) [Obstruction Evaluation/Airport Airspace Analysis](#).

### MILITARY LAND USE COMPATIBILITY

Using the [California Military Land Use Compatibility Analyst website](#), the owner or authorized agent has determined whether the project is located within 1,000 feet of a military installation, beneath a low-level flight path or within special use airspace as defined in Section 21098 of the Public Resources Code, and within an urbanized area as defined by Government Code Section 65944.

Yes      No

### WATER QUALITY MANAGEMENT PLAN INFORMATION

Is the project located within any of the following Watersheds? Check the appropriate box if applicable.

[Santa Ana/San Jacinto Valley Region](#)

[Santa Margarita Region](#)

[Santa Margarita Region-Other Development Project](#)

[Whitewater Region](#)

*Please refer to Riverside County's Map My County website to determine if the Plan is located within any of these watersheds (using the Geographic Layer – Watershed) ([https://gis.countyofriverside.us/Html5Viewer/?viewer=MMC\\_Public](https://gis.countyofriverside.us/Html5Viewer/?viewer=MMC_Public))*

If any of these checkboxes are checked, go to the Planning Department website's Development Application page's Miscellaneous Exhibits/Materials subsection (Project Specific Water Quality Management Plan (WQMP) Checklists) to complete the applicable Checklist Form, or click on the adjacent link to open the applicable Checklist Form. Complete the form and attach a copy of the completed form as part of the Development Application package.

If the completed Checklist Form concluded that the application requires a preliminary project-specific Water Quality Management Plan (WQMP), such a Plan shall be prepared and included along with the completed Checklist as part of the submittal of the Development Application package.

**STEP 2:** This completes the required information on this General Application form. Open the following link to access and complete the [Applicant-Property Owner Signature Form](#). Completion of an applicable Supplemental Information Form for a particular application may also be required. Please refer to the

# GENERAL APPLICATION FORM

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Planning Department website's Development Application page's Filing Instruction subsection to review the specific filing instructions and documentation requirements for the application type selected.

FOR COUNTY OF RIVERSIDE USE ONLY	
Plan No:	
Set ID No., if applicable	Application Filing Date:
Print staff name and title:	

Y:\Planning Master Forms\Application Forms\\_General\_Application\_Form.docx  
Revised: 06/04/2020

**RENAISSANCE RANCH SP333, A1 (SP333, A1)****APN LIST**

393120011	393150013	393250031
393280085	393150066	393280058
393280086	393150014	393250013
393180009	393150065	393280015
393150003	393150044	393250018
393150061	393150015	393250005
393150047	393150064	393280033
393180006	393150043	393250026
393290052	393150016	393280051
393180005	393150042	393250032
393180008	393150017	393280059
393290054	393150041	393250012
393290055	393150018	393250002
393280087	393150040	393250019
393150068	393150019	393280014
393150074	393150039	393250006
393150070	393150020	393280052
393150075	393150038	393250033
393150071	393150021	393280060
393150072	393150037	393250011
393150073	393150022	393250001
393150069	393150036	393250020
393250041	393150023	393280013
393260068	393150035	393250007
393180004	393150024	393280032
393180007	393150034	393250025
393300028	393150025	393280053
393290053	393150026	393250034
393250037	393150033	393280061
393250040	393150027	393250010
393280007	393150032	393250021
393270019	393150028	393280012
393260067	393150029	393280031
393270027	393150030	393250008
393250039	393150031	393250024
393260066	393250028	393280054
393250038	393280048	393250035
393310005	393250029	393280062
393150001	393250015	393250009
393150002	393250016	393280030
393150004	393250003	393280063
393150009	393280049	393250023
393150005	393250014	393280055
393150010	393250030	393250036
393150006	393280016	393280064
393150011	393250017	393280029
393150007	393280034	393280065
393150012	393250004	393250022
393150008	393250027	393280056
393150067	393280050	393280066

**RENAISSANCE RANCH SP333, A1 (SP333, A1)**

**APN LIST**

393260042	393260007	393150057
393260041	393290025	393150048
393280028	393290013	393150062
393280067	393260017	393150056
393280057	393260008	393150049
393280068	393290012	393150055
393260025	393260016	393150050
393260043	393260009	393150060
393260024	393260032	393150046
393280027	393290011	393150054
393260040	393260015	393150051
393260001	393260010	393150052
393290019	393260033	393150059
393260026	393260014	393150053
393260044	393270020	393150045
393260023	393270021	393150058
393280026	393270022	393260046
393260039	393270023	393260047
393260002	393270024	393260048
393290020	393270025	393260049
393260027	393270026	393260050
393260045	393300025	393260051
393260022	393300001	393260052
393280001	393300024	393260053
393260038	393300002	393260054
393280025	393300023	393260055
393290021	393300003	393260035
393260003	393300022	393260056
393290018	393300004	393260034
393290022	393300021	393260057
393260028	393300027	393260058
393290017	393300005	393260059
393260021	393300020	393260060
393280024	393300006	393260061
393260037	393300019	393260062
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393290023	393300018	393260064
393260029	393300008	394020002
393290016	393300017	393260065
393260020	393300016	393270001
393260036	393300015	393270002
393260005	393300014	393270017
393260030	393300013	393260013
393290015	393300012	393270003
393260019	393300011	393270018
393260006	393300010	393260012
393290024	393300009	393270004
393260031	393300026	393270016
393290014	393120010	393260011
393260018	393150063	393270005



**RENAISSANCE RANCH SP333, A1 (SP333, A1)**

**APN LIST**

393270015	393290039
394020003	393290031
393270006	393290004
393270014	393290040
393280084	393290030
393270007	393280017
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393280078	393290041
393290050	393280042
393180010	393280011
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393280079	393280041
393290049	393280002
393270010	393290006
393280080	393280010
393290048	393290028
393290047	393280040
393270009	393280003
393280081	393290007
393290046	393280009
393280076	393290027
393290045	393280020
393280082	393280039
393290044	393290008
393280075	393280008
393280083	393290026
393280074	393280021
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393280073	393280004
393290034	393290009
393280047	393290010
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393290042	393280005
393280071	393280006
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393280070	393280035
393290002	393290001
393290037	
393280069	
393290038	
393280045	
393290033	
393290003	
393290032	



# RIVERSIDE COUNTY PLANNING DEPARTMENT

*Charissa Leach, P.E.*  
*Assistant TLMA Director*

## Applicant-Property Owner Signature Form

This Form is to be completed and signed (print name, signature and date signed) by the Applicant and the Property Owner(s) of the property(ies) underlying most Planning Department Applications. This signed Form is to be included as part of an Application package.

Note: The Planning Department will primarily direct communications regarding this application to the person identified as the Applicant. The Applicant may be the property owner, representative, or other assigned agent.

### AGREEMENT FOR PAYMENT OF PROCESSING FEES

The Applicant agrees to make an initial deposit in the amount as indicated by County ordinance, at the time this Form is signed and submitted as part of a complete application to the County of Riverside. The Applicant acknowledges that this is an initial deposit and additional funds may be needed to complete their case. The County of Riverside will not pay interest on deposits. The Applicant understands that any delays in making a subsequent deposit from the date of written notice requesting such additional deposit by County of Riverside, may result in the stoppage of work.

Within 15 days of the service by mail of the County of Riverside's written notice that the application permit deposit has been reduced to a balance of less than 20% of the initial deposit or that the deposit is otherwise insufficient to cover the expected costs to completion, the Applicant agrees to make an additional payment of an amount as determined by the County of Riverside to replenish the deposit. Please note that the processing of the application or permit may stop if the amount on deposit has been expended. The Applicant agrees to continue making such payments until the County of Riverside is reimbursed for all costs related to this application or permit. The County of Riverside is entitled to recover its costs, including attorney's fees, in collecting unpaid accounts that would have been drawn on the deposit were it not depleted. The applicant authorizes the Planning Department and TLMA to expedite the refund and billing process by transferring monies among concurrent applications to cover processing costs as necessary.

This application shall only be signed by an authorized representative of the Applicant and the Property Owner. The person(s) signing this Form represents that he/she has the express authority to submit this application on behalf of the Applicant and/or Property Owner. This application is not assignable without written consent by the County of Riverside. The County of Riverside will not consent to assignment of this application until all outstanding costs have been paid by Applicant. Deposit statements, requests for deposits or refunds shall be directed to Applicant.

To ensure quality service, the Applicant is responsible to provide one-week written notice to the County of Riverside Transportation and Land Management Agency (TLMA) Permit Assistance Centers if any of the Applicant or Property Owner information changes.

**Brian Hardy**

*Printed Name of Applicant*

*Signature of Applicant*

7/20/2020

*Date Signed*

**Applicant-Property Owner Signature Form**

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<b>Note: Property owner(s)'s signatures are <u>NOT</u> required for the following applications or requests:</b>	
<b>Geological Report Review</b>	<b>Request for Appeal</b>
<b>Request for Application Withdrawal or Rights Transfer</b>	<b>Request for Deposit for Planning Research</b>
<b>Request for Pre-Application Review</b>	<b>Request for Rough Grading Permit Planning Clearance</b>
<b>Request for Planning Condition Clearance</b>	<b>Request for Zoning Affidavit or Rebuild Letter</b>

**AUTHORITY FOR THIS APPLICATION IS HEREBY GIVEN**

I certify that I am/we are the record owner(s) or authorized agent, and that the information filed is true and correct to the best of my knowledge, and in accordance with Govt. Code Section 65105, acknowledge that in the performance of their functions, County personnel, or its agents, may enter the subject property and make examinations and surveys, provided that the entries, examinations, and surveys do not interfere with the use of the land by those persons lawfully entitled to the possession thereof.

**AGREEMENT FOR PAYMENT OF PROCESSING FEES**

The Property Owner acknowledges that the Applicant is authorized to submit this application and related application(s) for land use review or permit on this property. The Property Owner also acknowledges that should the Applicant not reimburse the County of Riverside for all costs related to this application or permit, the Property Owner shall become immediately liable for these costs which shall be paid within 15 days of the service by mail of notice to said property Owner by the County. This application shall only be submitted by an authorized representative of the Applicant and the Property Owner. The person(s) submitting this application represents that he/she has the express authority to submit this application on behalf of the Applicant and/or Property Owner. This application is not assignable without written consent by the County of Riverside. The County of Riverside will not consent to assignment of this application until all outstanding costs have been paid by Applicant. Deposit statements, requests for deposits or refunds shall be directed to Applicant at the address identified in Applicant Contact section above.

**INDEMNIFICATION AGREEMENT**

The owner(s) of the property, at their own expense, agree to defend, indemnify and hold harmless the County of Riverside and its agents, officers, and employees from and against any lawsuit, claim, action, or proceeding (collectively referred to as "proceeding") brought against the County of Riverside, its agents, officers, attorneys and employees to attack, set aside, void, or annul the County's decision to approve any Tentative Tract Map, Tentative Parcel Map, Revised Map, Map Minor Change, Reversion to Acreage, Conditional Use Permit, Public Use Permit, Surface Mining Permit and/or Reclamation Plan, Wind Energy Conversion System Permit, Hazardous Waste Siting Permit, Minor Temporary Event Permit, Plot Plan, Substantial Conformance (to any Permit or Plot Plan), Revised Permit, (to any Permit or Plot Plan), Variance, Setback Adjustment; General Plan Amendment, Specific Plan, Specific Plan Amendment, Specific Plan Substantial Conformance, Zoning Amendment; and, any associated Environmental Documents. This defense and indemnification obligation shall include, but not limited to, damages, fees and/or costs awarded against the County, if any, and cost of suit, attorney's fees and other costs, liabilities and expenses incurred in connection with such proceeding whether incurred by applicant, property owner, the County, and/or the parties initiating or bringing such proceeding.

**Applicant-Property Owner Signature Form**

Rich Haven - Visser, LLC  
*Printed Name of Property Owner*

By: [Signature] V.P.  
*Signature of Property Owner*

7/10/2020  
*Date Signed*

Hill Country S.A., Ltd.  
*Printed Name of Property Owner*

By: [Signature] VP of GP  
*Signature of Property Owner*

7/10/2020  
*Date Signed*

Check this box if additional persons or entities have an ownership interest in the subject property(ies) in addition to that indicated above; and attach additional completed and signed **Additional Property Owner Signature Form(s)** for those persons or entities having an interest in the real property(ies) involved in this application and acknowledge the Authority Given, the Agreement for Payment, and Indemnification Agreement Sections above.

If the property owner is a corporate entity, Limited Liability Company, partnership or trust, the following documentation must also be submitted with this application:

- If the property owner is a limited partnership, provide a copy of the LP-1, LP-2 (if an amendment) filed with the California Secretary of State.
- If the property owner is a general partnership, provide a copy of the partnership agreement documenting who has authority to bind the general partnership and to sign on its behalf.
- If the property owner is a corporation, provide a copy of the Articles of Incorporation and/or a corporate resolution documenting which officers have authority to bind the corporation and to sign on its behalf. The corporation must also be in good standing with the California Secretary of State.
- If the property owner is a trust, provide a copy of the trust certificate.
- If the property owner is a Limited Liability Corporation, provide a copy of the operating agreement for the LLC documenting who has authority to bind the LLC and to sign on its behalf.

If the signing entity is also a corporate entity, Limited Liability Company, partnership or trust, the above documentation must also be submitted with this application. For any out of State legal entities, provide documentation showing registration with the California Secretary of State.

If the application is for a Plot Plan for a Wireless Communication Facility, the property owner(s) and the cellular service provider must sign the indemnification paragraph above. If the application is for a Plot Plan for a wireless communication facility co-location, only the co-locating service provider needs to sign the indemnification paragraph above.

PROPERTY INFORMATION:	
Assessor's Parcel Number(s):	<b>See attached APN List.</b>
Approximate Gross Acreage:	<b>156.7</b>

## Applicant-Property Owner Signature Form

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FOR COUNTY OF RIVERSIDE USE ONLY	
Plan No:	
Set ID No., if applicable	Application Filing Date:
Print staff name and title:	

Y:\Planning Master Forms\Application Forms\\_Applicant\_Property\_Owner\_Signature\_Form.docx  
Revised: 04/08/2020



# RIVERSIDE COUNTY PLANNING DEPARTMENT

Charissa Leach, P.E.  
Assistant TLMA Director

## APPLICATION FOR CHANGE OF ZONE

CHECK ONE AS APPROPRIATE:

**Standard Change of Zone**

There are three different situations where a Planning Review Only Change of Zone will be accepted:

- Type 1:** Used to legally define the boundaries of one or more Planning Areas within a Specific Plan.
- Type 2:** Used to establish or change a SP zoning ordinance text within a Specific Plan.
- Type 3:** Used when a Change of Zone application was conditioned for in a prior application.

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.

### APPLICATION INFORMATION

Applicant Name: Rich Haven - Visser, LLC/ Hill Country S.A., Ltd.

Contact Person: Brian Hardy E-Mail: bhardy@richlandcommunities.com

Mailing Address: 3161 Michelson Drive, Ste 425

	<i>Street</i>	
<u>Irvine</u>	<u>CA</u>	<u>92612</u>
<i>City</i>	<i>State</i>	<i>ZIP</i>

Daytime Phone No: (949) 383-4134 Fax No: ( )

Engineer/Representative Name: T&B Planning

Contact Person: Joel Morse E-Mail: jmorse@tbplanning.com

Mailing Address: 3200 El Camino Real, Ste 100

	<i>Street</i>	
<u>Irvine</u>	<u>CA</u>	<u>92602</u>
<i>City</i>	<i>State</i>	<i>ZIP</i>

Daytime Phone No: (714) 949-383-4131 Fax No: ( )

Property Owner Name: Rich Haven - Visser, LLC/ Hill Country S.A., Ltd.

Contact Person: John Troutman E-Mail: jtroutman@richlandinvestments.com

Mailing Address: 3161 Michelson Drive, Ste 425

*Street*

Riverside Office · 4080 Lemon Street, 12th Floor  
P.O. Box 1409, Riverside, California 92502-1409  
(951) 955-3200 · Fax (951) 955-1811

Desert Office · 77-588 El Duna Court, Suite H  
Palm Desert, California 92211  
(760) 863-8277 · Fax (760) 863-7555

"Planning Our Future... Preserving Our Past"

**APPLICATION FOR CHANGE OF ZONE**

Irvine

CA

92612

City

State

ZIP

Check this box if additional persons or entities have an ownership interest in the subject property(ies) in addition to that indicated above; and attach a separate sheet that references the property address and/or assessor's parcel number and list those names, mailing addresses, phone and fax numbers, and email addresses; and provide signatures of those persons or entities having an interest in the real property(ies) involved in this application.

The Planning Department will primarily direct communications regarding this application to the person identified above as the Applicant. The Applicant may be the property owner, representative, or other assigned agent.

**AUTHORIZATION FOR CONCURRENT FEE TRANSFER**

The applicant authorizes the Planning Department and TLMA to expedite the refund and billing process by transferring monies among concurrent applications to cover processing costs as necessary. Fees collected in excess of the actual cost of providing specific services will be refunded. If additional funds are needed to complete the processing of this application, the applicant will be billed, and processing of the application will cease until the outstanding balance is paid and sufficient funds are available to continue the processing of the application. The applicant understands the deposit fee process as described above, and that there will be **NO** refund of fees which have been expended as part of the application review or other related activities or services, even if the application is withdrawn or the application is ultimately denied.

**AUTHORITY FOR THIS APPLICATION IS HEREBY GIVEN:**

I certify that I am/we are the record owner(s) or authorized agent, and that the information filed is true and correct to the best of my knowledge, and in accordance with Govt. Code Section 65105, acknowledge that in the performance of their functions, planning agency personnel may enter upon any land and make examinations and surveys, provided that the entries, examinations, and surveys do not interfere with the use of the land by those persons lawfully entitled to the possession thereof.

(If an authorized agent signs, the agent must submit a letter signed by the owner(s) indicating authority to sign on the owner(s)'s behalf, and if this application is submitted electronically, the "wet-signed" signatures must be submitted to the Planning Department after submittal but before the subdivision is ready for public hearing.)

Rich Haven - Visser, LLC

PRINTED NAME OF PROPERTY OWNER(S)

By:  V.P.  
SIGNATURE OF PROPERTY OWNER(S)

Hill Country S.A., Ltd.

PRINTED NAME OF PROPERTY OWNER(S)

By:  V.P. of G.P.  
SIGNATURE OF PROPERTY OWNER(S)

**PROPERTY INFORMATION:**

Assessor's Parcel Number(s): See attached APN List.

Approximate Gross Acreage: 156.7

General location (nearby or cross streets): North of Palomino Creek Drive, South of

**APPLICATION FOR CHANGE OF ZONE**

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I-15 \_\_\_\_\_, East of Horsethief Canyon Road/De Palma Road, West of Hostettler Road.

Proposal (describe the zone change, indicate the existing and proposed zoning classifications. If within a Specific Plan, indicate the affected Planning Areas):

Amendment #1 to the Renaissance Ranch Specific Plan (SP 333) to convert the approved  
156.7-acre site from 355 homes to approximately 18.5 acres of Business Park, 97.2 acres of Light Industrial,  
11.4 acres of Open Space - Conservation, and 27.1 acres of Open Space - Conservation Habitat.

Related cases filed in conjunction with this request:

Specific Plan Amendment and General Plan Amendment.  
\_\_\_\_\_  
\_\_\_\_\_

**This completed application form, together with all of the listed requirements provided on the Change of Zone Application Filing Instructions Handout, are required in order to file an application with the County of Riverside Planning Department.**

Y:\Current Planning\LMS Replacement\Condensed P.D. Application Forms\295-1071 CZ Condensed Application.docx  
Created: 07/06/2015 Revised: 07/30/2018





# RIVERSIDE COUNTY PLANNING DEPARTMENT

Charissa Leach, P.E.  
Assistant TLMA Director

## APPLICATION FOR AMENDMENT TO THE RIVERSIDE COUNTY GENERAL PLAN

SECTIONS I, II, AND VI BELOW MUST BE COMPLETED FOR ANY AMENDMENT TO THE AREA PLAN MAPS OF THE GENERAL PLAN.

FOR OTHER TYPES OF AMENDMENTS, PLEASE CONSULT PLANNING DEPARTMENT STAFF FOR ASSISTANCE PRIOR TO COMPLETING THE APPLICATION.

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.

CHECK ONE AS APPROPRIATE:

GENERAL (WITHOUT SPECIFIC PLAN)  
 GENERAL (WITH SPECIFIC PLAN)

CIRCULATION SECTION

**I. GENERAL INFORMATION**

**APPLICATION INFORMATION**

Applicant Name: Rich Haven - Visser, LLC/ Hill Country S.A., Ltd.

Contact Person: Brian Hardy E-Mail: bhardy@richlandcommunities.com

Mailing Address: 3161 Michelson Drive, Ste 425  
Street  
Irvine CA 92612


---

City State ZIP

Daytime Phone No: (949) 698-2191 Fax No: (      )                     

Engineer/Representative Name: T&B Planning

Contact Person: Joel Morse E-Mail: jmorse@tbplanning.com

Mailing Address: 3200 El Camino Real, Ste 100  
Street  
Irvine CA 92602


---

City State ZIP

Daytime Phone No: (714) 505-6360 Fax No: (      )                     

Property Owner Name: Rich Haven - Visser, LLC/ Hill Country S.A., Ltd.

Riverside Office · 4080 Lemon Street, 12th Floor  
P.O. Box 1409, Riverside, California 92502-1409  
(951) 955-3200 · Fax (951) 955-1811

Desert Office · 77-588 El Duna Court, Suite H  
Palm Desert, California 92211  
(760) 863-8277 · Fax (760) 863-7555

*"Planning Our Future... Preserving Our Past"*

**APPLICATION FOR AMENDMENT TO THE RIVERSIDE COUNTY GENERAL PLAN**

Contact Person: Brian Hardy E-Mail: bhardy@richlandcommunities.com

Mailing Address: 3161 Michelson Drive, Ste 425

Irvine CA 92612  
*City State ZIP*

Daytime Phone No: (949) 698-2191 Fax No: ( )

Check this box if additional persons or entities have an ownership interest in the subject property(ies) in addition to that indicated above; and attach a separate sheet that references the General Plan Amendment type and number and list those names, mailing addresses, phone and fax numbers, and email addresses; and provide signatures of those persons or entities having an interest in the real property(ies) involved in this application.

**AUTHORITY FOR THIS APPLICATION IS HEREBY GIVEN:**

I certify that I am/we are the record owner(s) or authorized agent, and that the information filed is true and correct to the best of my knowledge, and in accordance with Govt. Code Section 65105, acknowledge that in the performance of their functions, planning agency personnel may enter upon any land and make examinations and surveys, provided that the entries, examinations, and surveys do not interfere with the use of the land by those persons lawfully entitled to the possession thereof.

(If an authorized agent signs, the agent must submit a letter signed by the owner(s) indicating authority to sign on the owner(s)'s behalf, and if this application is submitted electronically, the "wet-signed" signatures must be submitted to the Planning Department after submittal but before the General Plan Amendment is ready for public hearing.)

Rich Haven - Visser, LLC  
*PRINTED NAME OF PROPERTY OWNER(S)*

By: , V.P.  
*SIGNATURE OF PROPERTY OWNER(S)*

Hill Country S.A., Ltd.  
*PRINTED NAME OF PROPERTY OWNER(S)*

By: , V.P. of G.P.  
*SIGNATURE OF PROPERTY OWNER(S)*

The Planning Department will primarily direct communications regarding this application to the person identified above as the Applicant. The Applicant may be the property owner, representative, or other assigned agent.

**AUTHORIZATION FOR CONCURRENT FEE TRANSFER**

The applicant authorizes the Planning Department and TLMA to expedite the refund and billing process by transferring monies among concurrent applications to cover processing costs as necessary. Fees collected in excess of the actual cost of providing specific services will be refunded. If additional funds are needed to complete the processing of this application, the applicant will be billed, and processing of the application will cease until the outstanding balance is paid and sufficient funds are available to continue the processing of the application. The applicant understands the deposit fee process as described above, and that there will be **NO** refund of fees which have been expended as part of the application review or other related activities or services, even if the application is withdrawn or the application is ultimately denied.

**APPLICATION FOR AMENDMENT TO THE RIVERSIDE COUNTY GENERAL PLAN**

**PROPERTY INFORMATION:**

Assessor's Parcel Number(s): See attached APN List.

Approximate Gross Acreage: 156.7

General location (nearby or cross streets): North of Palomino Creek Drive, South of I-15, East of Horsethief Canyon Road, West of Hostetter Road.

Existing Zoning Classification(s): SP ZONE

Existing Land Use Designation(s): C-R, MDR, OS-C, OS-R

Check the box(es) as applicable:

- Technical Amendment
- Entitlement/Policy Amendment
- Foundation Component Amendment-Regular
- Foundation Component Amendment-Extraordinary
- Agricultural Foundation Component Amendment

Proposal (describe the details of the proposed General Plan Amendment):

Amendment #1 to the Renaissance Ranch Specific Plan (SP 333) to convert the approved 156.7-acre site from 355 homes to approximately 18.5 acres of Business Park, 97.2 acres of Light Industrial, 11.4 acres of Open Space - Conservation, and 27.1 acres of Open Space - Conservation Habitat

Related cases filed in conjunction with this request:

SPA and CZ

Is there previous development application(s) filed on the same site: Yes  No

If yes, provide Application No(s). SP333, TR31210, TR31845  
(e.g. Tentative Parcel Map, Zone Change, etc.)

Initial Study (EA) No. (if known) \_\_\_\_\_ EIR No. (if applicable): \_\_\_\_\_

Have any special studies or reports, such as a traffic study, biological report, archaeological report, geological or geotechnical reports, been prepared for the subject property? Yes  No

If yes, indicate the type of report(s) and provide signed copy(ies): \_\_\_\_\_

**APPLICATION FOR AMENDMENT TO THE RIVERSIDE COUNTY GENERAL PLAN**

Name of Company or District serving the area the project site is located (if none, write "none.")		Are facilities/services available at the project site?	
		Yes	No
Electric Company	Southern California Edison	X	
Gas Company	Southern California Gas Company	X	
Telephone Company	General Telephone	X	
Water Company/District	WESTERN MUNICIPAL WATER DISTRICT	X	
Sewer District	WESTERN MUNICIPAL WATER DISTRICT	X	

If the project located within either the Santa Ana River/San Jacinto Valley watershed, the Santa Margarita River watershed, or the Whitewater River watershed, check the appropriate checkbox below.

*If not known, please refer to [Riverside County's Map My County website](#) to determine if the property is located within any of these watersheds (search for the subject property's Assessor's Parcel Number, then select the "Geographic" Map Layer – then select the "Watershed" sub-layer)*

If any of the checkboxes are checked, click on the adjacent hyperlink to open the applicable Checklist Form. Complete the form and attach a copy as part of this application submittal package.

[Santa Ana River/San Jacinto Valley](#)

[Santa Margarita River](#)

[Whitewater River](#)

If the applicable Checklist has concluded that the application requires a preliminary project-specific Water Quality Management Plan (WQMP), such a plan shall be prepared and included with the submittal of this application.

**HAZARDOUS WASTE SITE DISCLOSURE STATEMENT**

[Government Code Section 65962.5](#) requires the applicant for any development project to consult specified state-prepared lists of hazardous waste sites and submit a signed statement to the local agency indicating whether the project is located on or near an identified site. Under the statute, no application shall be accepted as complete without this signed statement.

I (we) certify that I (we) have investigated our project with respect to its location on or near an identified hazardous waste site and that my (our) answers are true and correct to the best of my (our) knowledge. My (Our) investigation has shown that:

The project is not located on or near an identified hazardous waste site.

The project is located on or near an identified hazardous waste site. Please list the location of the hazardous waste site(s) on an attached sheet.

Owner/Representative (1) \_\_\_\_\_ Date \_\_\_\_\_

Owner/Representative (2) \_\_\_\_\_ Date \_\_\_\_\_

**APPLICATION FOR AMENDMENT TO THE RIVERSIDE COUNTY GENERAL PLAN**

**II. AMENDMENTS TO THE AREA PLAN MAPS OF THE GENERAL PLAN:**

AREA PLAN MAP PROPOSED FOR AMENDMENT (Please name):

Elsinore Area Plan

EXISTING DESIGNATION(S): MDR

PROPOSED DESIGNATION(S): LI, BP, OS-C, OS-CH

JUSTIFICATION FOR AMENDMENT (Please be specific. Attach more pages if needed.)

See attached for Justification.

**III. AMENDMENTS TO POLICIES:**

*(Note: A conference with Planning Department staff is required before application can be filed. Additional information may be required.)*

A. LOCATION IN TEXT OF THE GENERAL PLAN WHERE AMENDMENT WOULD OCCUR:

Element: N/A Area Plan: N/A

**APPLICATION FOR AMENDMENT TO THE RIVERSIDE COUNTY GENERAL PLAN**

B. EXISTING POLICY (If none, write "none." (Attach more pages if needed): \_\_\_\_\_  
N/A

C. PROPOSED POLICY (Attach more pages if needed): \_\_\_\_\_  
N/A

D. JUSTIFICATION FOR CHANGE (Please be specific. Attach more pages if needed): \_\_\_\_\_  
N/A

**IV. OTHER TYPES OF AMENDMENTS:**

*(Note: A conference with Planning Department and/or Transportation Department staff for amendments related to the circulation element is required before application can be filed. Additional information may be required.)*

A. AMENDMENTS TO BOUNDARIES OF OVERLAYS OR POLICY AREAS:

Policy Area: N/A  
(Please name)

Proposed Boundary Adjustment (Please describe clearly): N/A

B. AMENDMENTS TO CIRCULATION DESIGNATIONS:

Area Plan (if applicable): N/A

**APPLICATION FOR AMENDMENT TO THE RIVERSIDE COUNTY GENERAL PLAN**

Road Segment(s) N/A  
\_\_\_\_\_  
\_\_\_\_\_

Existing Designation: N/A  
\_\_\_\_\_

Proposed Designation: N/A  
\_\_\_\_\_

C. JUSTIFICATION FOR AMENDMENT (Please be specific. Attach more pages if needed):

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**This completed application form, together with all of the listed requirements provided on the General Plan Amendment Application Filing Instructions Handout, are required in order to file an application with the County of Riverside Planning Department.**

Y:\Current Planning\LMS Replacement\Condensed P.D. Application Forms\295-1019 GPA Condensed Application.docx  
Created: 07/01/2015 Revised: 07/30/2018



# RIVERSIDE COUNTY PLANNING DEPARTMENT

Charissa Leach, P.E.  
Assistant TLMA Director

## APPLICATION FOR SPECIFIC PLAN LAND USE

CHECK ONE AS APPROPRIATE:

SPECIFIC PLAN

SPECIFIC PLAN AMENDMENT

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.

### APPLICATION INFORMATION

Applicant Name: Rich Haven - Visser, LLC / Hill Country S.A., Ltd.

Contact Person: Brian Hardy E-Mail: bhardy@richlandcommunities.com

Mailing Address: 3161 Michelson Drive, Ste 425  
Irvine CA 92612  
City State ZIP

Daytime Phone No: (949) 383-4134 Fax No: ( ) \_\_\_\_\_

Engineer/Representative Name: T&B Planning

Contact Person: Joel Morse E-Mail: jmorse@tbplanning.com

Mailing Address: 3200 El Camino Real, Ste 100  
Irvine CA 92602  
City State ZIP

Daytime Phone No: ( ) \_\_\_\_\_ Fax No: ( ) \_\_\_\_\_

Property Owner Name: Rich Haven - Visser, LLC / Hill Country S.A., Ltd.

Contact Person: John Troutman E-Mail: jtroutman@richlandinvestments.com

Mailing Address: 3161 Michelson Drive, Ste 425  
Irvine CA 92612  
City State ZIP

Daytime Phone No: (949) 383-4131 Fax No: ( ) \_\_\_\_\_

Riverside Office • 4080 Lemon Street, 12th Floor  
P.O. Box 1409, Riverside, California 92502-1409  
(951) 955-3200 • Fax (951) 955-1811

Desert Office • 77-588 El Duna Court, Suite H  
Palm Desert, California 92211  
(760) 863-8277 • Fax (760) 863-7555

"Planning Our Future... Preserving Our Past"



**APPLICATION FOR SPECIFIC PLAN LAND USE**

Check this box if additional persons or entities have an ownership interest in the subject property(ies) in addition to that indicated above; and attach a separate sheet that references the application type and number and list those names, mailing addresses, phone and fax numbers, and email addresses; and provide signatures of those persons or entities having an interest in the real property(ies) involved in this application.

**AUTHORITY FOR THIS APPLICATION IS HEREBY GIVEN:**

I certify that I am/we are the record owner(s) or authorized agent, and that the information filed is true and correct to the best of my knowledge, and in accordance with Govt. Code Section 65105, acknowledge that in the performance of their functions, planning agency personnel may enter upon any land and make examinations and surveys, provided that the entries, examinations, and surveys do not interfere with the use of the land by those persons lawfully entitled to the possession thereof.

(If an authorized agent signs, the agent must submit a letter signed by the owner(s) indicating authority to sign on the owner(s)'s behalf, and if this application is submitted electronically, the "wet-signed" signatures must be submitted to the Planning Department after submittal but before the specific plan is ready for public hearing.)

All signatures must be originals ("wet-signed"). Photocopies of signatures are **not** acceptable.

Rich Haven - Visser, LLC

\_\_\_\_\_  
*PRINTED NAME OF PROPERTY OWNER(S)*

By:  V.P.  
\_\_\_\_\_  
*SIGNATURE OF PROPERTY OWNER(S)*

Hill Country S. A., Ltd.

\_\_\_\_\_  
*PRINTED NAME OF PROPERTY OWNER(S)*

By:  V.P. of G.P.  
\_\_\_\_\_  
*SIGNATURE OF PROPERTY OWNER(S)*

The Planning Department will primarily direct communications regarding this application to the person identified above as the Applicant. The Applicant may be the property owner, representative, or other assigned agent.

*AUTHORIZATION FOR CONCURRENT FEE TRANSFER*

The applicant authorizes the Planning Department and TLMA to expedite the refund and billing process by transferring monies among concurrent applications to cover processing costs as necessary. Fees collected in excess of the actual cost of providing specific services will be refunded. If additional funds are needed to complete the processing of this application, the applicant will be billed, and processing of the application will cease until the outstanding balance is paid and sufficient funds are available to continue the processing of the application. The applicant understands the deposit fee process as described above, and that there will be **NO** refund of fees which have been expended as part of the application review or other related activities or services, even if the application is withdrawn or the application is ultimately denied.

**PROPERTY INFORMATION:**

Assessor's Parcel Number(s): See attached for APN List.

Approximate Gross Acreage: 156.7

General location (nearby or cross streets): North of \_\_\_\_\_, South of I-15, East of Horsethief Canyon Road and De Palma Road, West of \_\_\_\_\_.

**APPLICATION FOR SPECIFIC PLAN LAND USE**

Provide a listing of the **proposed** Land Use designations (using the established County General Plan Designations) to include the following:

1. Residential uses by product type, with proposed acreage number of units;
2. Commercial uses with proposed acreage and total square footage;
3. Industrial uses with proposed acreage and total square footage;
4. Mixed uses with proposed acreage and total square footage;
5. Open Space with proposed acreage;
6. Active Recreational Areas/Uses with proposed acreage;
7. Public Facilities with proposed acreage.

<u>LAND USE</u>	<u>ACREAGE</u>	<u>NUMBER OF UNITS OR SQ. FT. OF COMMERCIAL/ INDUSTRIAL USES</u>
Business Park	18.5	TBD
Light Industrial	97.2	TBD
Open Space- Conservation	11.4	N/A
Open Space- Conservation Habitat	27.1	N/A
Circulation	2.5	N/A

Provide a brief description/narrative of the project (not to exceed 10 pages) that will be used to help prepare the initial CEQA document. Staff may request additional information pursuant to CEQA procedures if required to complete the environmental assessment.

**This completed application form, together with all of the listed requirements provided on the Specific Plan Application Filing Instructions Handout, are required in order to file an application with the County of Riverside Planning Department.**

Y:\Current Planning\LMS Replacement\Condensed P.D. Application Forms\295-1057 SP Condensed Application.docx  
 Created: 06/19/2015 Revised: 07/30/2018



# COUNTY OF RIVERSIDE TRANSPORTATION AND LAND MANAGEMENT AGENCY



Juan C. Perez

Director of Transportation and Land Management Agency

Patricia Romo  
Transportation Director,  
Transportation Department

Charissa Leach, P.E.  
Assistant TLMA Director  
Planning Department

Mike Lara  
Building Official,  
Building & Safety Department

Hector Viray  
Code Enforcement Official,  
Code Enforcement Department

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## LAND USE and PERMIT APPLICATION PROCESSING AGREEMENT Agreement for Payment of Costs of Application Processing

### TO BE COMPLETED BY APPLICANT:

This agreement is by and between the County of Riverside, hereafter "County of Riverside",

and Brian Hardy hereafter "Applicant" and Rich Haven - Visser, LLC/Hill Country S.A., Ltd. "Property Owner".

#### Description of application/permit use:

Amendment #1 to the Renaissance Ranch Specific Plan (SP 333) to convert the approved 156.7-acre site from 355 homes to approximately 18.5 acres of Business Park, 97.2 acres of Light Industrial 11.4 acres of Open Space - Conservation, and 27.1 acres of Open Space - Conservation Habitat

If your application is subject to Deposit-based Fee, the following applies

### Section 1. Deposit-based Fees

**Purpose:** The Riverside County Board of Supervisors has adopted ordinances to collect "Deposit-based Fees" for the costs of reviewing certain applications for land use review and permits. The Applicant is required to deposit funds to initiate staff review of an application. The initial deposit may be supplemented by additional fees, based upon actual and projected labor costs for the permit. County departments draw against these deposited funds at the staff hourly rates adopted by the Board of Supervisors. The Applicant and Property Owner are responsible for any supplemental fees necessary to cover any costs which were not covered by the initial deposit.

### Section 2. Applicant and Property Owner Responsibilities for Deposit-based Fee Applications

- A. Applicant agrees to make an initial deposit in the amount as indicated by County ordinance, at the time this Agreement is signed and submitted with a complete application to the County of Riverside. Applicant acknowledges that this is an initial deposit and additional funds may be needed to complete their case. The County of Riverside will not pay interest on deposits. Applicant understands that any delays in making a subsequent deposit from the date of written notice requesting such additional deposit by County of Riverside, may result in the stoppage of work.
- B. Within 15 days of the service by mail of the County of Riverside's written notice that the application permit deposit has been reduced to a balance of less than 20% of the initial deposit or that the deposit is otherwise insufficient to cover the expected costs to completion, the Applicant agrees to make an additional payment of an amount as determined by the County of Riverside to replenish the deposit. Please note that the processing of the application or permit may stop if the amount on deposit has been expended. The Applicant agrees to continue making such payments until the County of Riverside is reimbursed for all costs related to this application or permit. The County of Riverside is entitled to recover its costs, including attorney's fees, in collecting unpaid accounts that would have been drawn on the deposit were it not depleted.
- C. The Property Owner acknowledges that the Applicant is authorized to submit this agreement and related application(s) for land use review or permit on this property. The Property Owner also acknowledges that should the Applicant not reimburse the County of Riverside for all costs related to this application or permit, the Property Owner shall become immediately liable for these costs which shall be paid within 15 days of the service by mail of notice to said property Owner by the County.

- D. This Agreement shall only be executed by an authorized representative of the Applicant and the Property Owner. The person(s) executing this Agreement represents that he/she has the express authority to enter into this agreement on behalf of the Applicant and/or Property Owner.
- E. This Agreement is not assignable without written consent by the County of Riverside. The County of Riverside will not consent to assignment of this Agreement until all outstanding costs have been paid by Applicant.
- F. Deposit statements, requests for deposits or refunds shall be directed to Applicant at the address identified in Section 4.

**Section 3. To ensure quality service, Applicant is responsible to provide one-week written notice to the County of Riverside Transportation and Land Management Agency (TLMA) Permit Assistance Centers if any of the information below changes.**

**Section 4. Applicant and Owner Information**

**1. PROPERTY INFORMATION:**

Assessors Parcel Number(s): see attached list

Property Location or Address:

Elsinore Area Plan, south of I-15, east of Horsethief Canyon Road and De Palma Road

**2. PROPERTY OWNER INFORMATION:**

Property Owner Name: Rich Haven - Visser, LLC/ Hill Country S.A., Ltd.

Phone No.: 949-383-4131

Firm Name: Richland

Email: jtroutman@richlandinvestments.com

Address: 3161 Michelson Drive, Ste 425  
Irvine, CA 92612

**3. APPLICANT INFORMATION:**

Applicant Name: Brian Hardy

Phone No.: 949-383-4134


Firm Name: Richland


Email: bhardy@richlandcommunities.com

Address (if different from property owner)

\_\_\_\_\_  
\_\_\_\_\_

**4. SIGNATURES:**

Signature of Applicant:  Date: 7/20/2020  
Print Name and Title: \_\_\_\_\_

Signature of Property Owner:  Date: 7/10/2020  
Print Name and Title: John C. Troutman, as Vice President of Rich Haven - Visser, LLC,  
and as Vice President of the General Partner of Hill Country S.A., Ltd.

Signature of the County of Riverside, by \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name and Title: \_\_\_\_\_

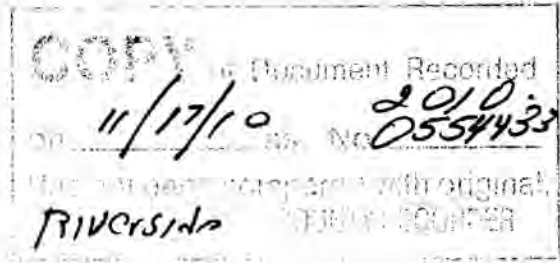
FOR COUNTY OF RIVERSIDE USE ONLY	
Application or Permit (s)#: _____	
Set #: _____	Application Date: _____

21954  
~~359745~~

WHEN RECORDED, RETURN TO:

Recording Requested By  
American Title NHS

Rich Haven – Visser, LLC  
4100 Newport Place, Suite 800  
Newport Beach, CA 92660  
Attention: Legal Department



**GRANT DEED**

RIVERSIDE COUNTY )  
STATE OF CALIFORNIA )

**THE UNDERSIGNED GRANTOR DECLARES:**

Documentary transfer tax is shown by an unrecorded separate affidavit pursuant to R&T Code §11932.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned ACACIA CREDIT FUND 10-A, L.L.C., a Delaware limited liability company (the “Grantor”), hereby grants to RICH HAVEN – VISSER, LLC, a Delaware limited liability company, and HILL COUNTRY S.A., LTD., a Texas limited partnership, each as to an undivided 50% interest as tenants in common (the “Grantee”), that certain real property situated in Riverside County, California, described on Exhibit “A” attached hereto (the “Property”).

**SUBJECT TO:**

All general and special real property taxes and other assessments (including all subsequent assessments for prior years due to changes in the use of ownership, or both), reservations in patents, water rights, claims or titles to water and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record, all documents establishing or relating to the master-planned community of which the Property is a portion, any matter shown on any subdivision maps of the Property, any matter arising in connection with any action of Grantee or its employees, contractors, agents, or representatives, any other matter not caused by the act or authorization of Grantor, and any matter that would be disclosed by an inspection or accurate ALTA/ACSM survey of the Property, and Grantor binds itself and Grantor’s heirs, personal representatives, successors and assigns forever to warrant and defend the Property, to said Grantee’s heirs, personal representatives, successors and assigns against all persons whosoever lawfully claiming or to claim the same, or any part thereof by, through, or under Grantor but not otherwise, and subject, however, as aforesaid.

EXECUTED this 22<sup>nd</sup> day of October, 2010

ACACIA CREDIT FUND 10-A L.L.C., a Delaware limited liability company

By: Fund 10-A Management Company L.L.C., a Delaware limited liability company, its Managing Member

By: Acacia Capital Corporation, a California corporation, its Managing Member

By: *F. Wesley Clelland, III*  
F. Wesley Clelland, III  
President

STATE OF ARIZONA )  
 )  
County of Maricopa )

On October 22, 2010, before me, Teresa G. Hall, the undersigned Notary Public, personally appeared F. Wesley Clelland, III, President of Acacia Capital Corporation, a California corporation, Managing Member of Fund 10-A Management Company L.L.C., a Delaware limited liability company, Managing Member of ACACIA CREDIT FUND 10-A L.L.C, a Delaware limited liability company, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Teresa G. Hall* (Seal)



EXHIBIT "A"

Lot 54, of Tract 3/210-2, in the unincorporated area of the County of Riverside, as shown on Map recorded in Book 426, Page 64 through 72, inclusive of Maps, in the Office of the County Recorder of Riverside County, California.

**MEMORANDUM OF ACTION  
OF THE GENERAL PARTNER OF  
HILL COUNTRY S.A., LTD.**

The undersigned (the "Corporation"), being the general partner of **HILL COUNTRY S.A., LTD.**, a Texas limited partnership (the "Company"), does hereby consent in writing to the adoption of the following resolutions:

**RESOLVED**, each of the officers of the Corporation, acting individually or in connection with any other officer, is hereby authorized and ratified to act on behalf of the Company and to execute any and all necessary documentation for the furtherance of the business of the Company, including without limitation any and all subdivision improvement agreements (grading, landscaping, erosion control; street, water, sewer improvements; subdivision monumentation, etc.) and surety bonds as necessary to complete subdivision improvements within the County of Riverside or elsewhere.

**FURTHER RESOLVED**, that the following are the names and offices of the present officers of the Corporation:


John H. Bray	-	President
Matthew J. Bray	-	Vice President/Secretary/Treasurer
Dawn M. Lemons	-	Assistant Vice President/Assistant Secretary
John H. Schafer	-	Vice President
John C. Troutman	-	Vice President/Assistant Secretary

**FURTHER RESOLVED**, that all legal actions of the officers of the Corporation taken prior to the date hereof be and the same hereby are approved, ratified, and confirmed.

**IN WITNESS WHEREOF**, the undersigned, constituting the general partner of the Company, hereby executes this Memorandum of Action as and for the written consent of the member, dated this 4th day of December, 2017.

**RICHLAND STONE OAK, INC.**,  
a Texas corporation,  
General Partner

By: \_\_\_\_\_

  
John C. Troutman, Vice President



Update #5



**First American Title**

## First American Title Company

1250 Corona Pointe Court, Suite 201  
Corona, CA 92879

Customer Reference: Ren Ranch  
Order Number: NHSC-4280224 (tc)

Title Officer: Terrell Crutchfield  
Phone: (951)256-5879  
Fax No.: (866)558-2872  
E-Mail: tcrutchfield@firstam.com

Escrow Officer:  
Phone:  
Fax No.:  
E-Mail:

Buyer:  
Owner: Rich-Haven-Visser, LLC  
Property: Vacant Land  
unicorporated area, CA

### PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* **Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A.** Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of June 26, 2020 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

TO BE DETERMINED

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

RICH HAVEN - VISSER, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND HILL COUNTRY S.A., LTD., A TEXAS LIMITED PARTNERSHIP, EACH AS TO AN UNDIVIDED 50% INTEREST AS TENANTS IN COMMON

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A fee.

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. Taxes and assessments. Report to follow. Please verify before closing.
  - A. General and special taxes and assessments for the fiscal year 2020-2021, a lien not yet due or payable.
2. The lien of special tax assessed pursuant to Chapter 2.5 commencing with Section 53311 of the California Government Code for Community Facilities District No. 2005-8, as disclosed by Notice of Special Tax Lien recorded December 16, 2005 as Instrument No. [2005-1040862](#) of Official Records.

Affects: Parcel A

3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

The Following Matters Affect Parcel A:

4. An Agreement executed by C.W. Bean and Maude R. Bean, his wife, and Temescal Water Company, dated March 24, 1924, recorded April 9, 1924, in [Book 603, Page 151](#) of Deeds, Riverside County Records, for the construction of a drainage system across said property according to the plans and specifications prepared by Kingsbury Sanborn, Civil Engineer; the Temescal Water Company shall have the perpetual right to all water flowing in said drainage system and to all water drained from the land of the first part.
5. An easement for pipelines and public utilities and incidental purposes, recorded February 20, 1979 as Instrument No. [34391](#) of Official Records.  
In Favor of: State of California  
Affects: The land  
  
Affects: Lot 70
6. Abutter's rights of ingress and egress to or from the street, highway or freeway have been relinquished in the document recorded February 20, 1979 as Instrument No. [34391](#) and November 7, 1977 as Instrument No. [221269](#), both of Official Records.  
  
Affects: Lot 70
7. An irrevocable offer to dedicate an easement over a portion of said land for slope and drainage purposes:  
  
Recorded: March 26, 1986, Instrument No. [69413](#), of Official Records  
Affects: A portion of said land as more particularly described in said document  
  
Affects: Lots 68 and 69
8. An easement for storm drainage facilities and ingress and egress and incidental purposes, recorded March 10, 2005 as Instrument No. [2005-0192026](#) of Official Records.  
In Favor of: George Owen Brown and Janet Marie Conkrite, as their sole and separate property as tenants-in-common and George O. Brown, an unmarried man as their interests appear of record  
Affects: The land  
  
Affects: Lot 70
9. An easement for public utilities and incidental purposes, recorded March 10, 2005 as Instrument No. [2005-0192028](#) of Official Records.  
In Favor of: Southern California Edison Company, a Corporation  
Affects: The land  
  
Affects: Lots 68 and 69
10. The terms and provisions contained in the document entitled School Facilities Impact Mitigation Agreement executed by and between Lake Elsinore Unified School District, a California Public School District and Saddleback Development, L.L.C., a California Limited Liability Corporation recorded November 15, 2005 as Instrument No. [2005-0947800](#) of Official Records.

11. The terms and provisions contained in the document entitled School Facilities Impact Mitigation Agreement executed by and between Lake Elsinore Unified School District, a California Public School District and Acacia Credit Fund 10-A LLC, a Delaware Limited Liability Company recorded November 15, 2005 as Instrument No. [2005-0947801](#) of Official Records.
12. The terms and provisions contained in the document entitled "Construction Permission Letter Agreement" recorded March 20, 2006 as Instrument No. [2006-0195230](#) of Official Records.
13. An easement shown or dedicated on the Map as referred to in the legal description  
For: Private drainage and incidental purposes.  
  
Affects: Lot 25
14. The following matters shown or disclosed by the filed or recorded map referred to in the legal description: Private Streets reserved on said tract for the sole benefit of Acacia Credit, their successors and lot owners within said tract  
  
Affects: Lots A through F
15. An easement shown or dedicated on the Map as referred to in the legal description  
For: Public use for public utility together with the right of ingress and egress for emergency vehicles and incidental purposes.  
  
Affects: Lots A through F
16. The following matters shown or disclosed by the filed or recorded map referred to in the legal description: Open space  
  
Affects: Lots 68 and 74
17. The following matters shown or disclosed by the filed or recorded map referred to in the legal description: Detention basin  
  
Affects: Lot 75
18. Abutter's rights of ingress and egress to or from Horsethief Canyon Road, have been dedicated or relinquished on the filed Map.  
  
Affects: Lots 68 and 69
19. The effect of a recital on said map stipulating that the areas designated as drainage easements must be kept free of all dwelling units, obstructions and encroachments by land fill.
20. The effect of an environmental constraint note affecting said map on file in the office of the Riverside County Surveyor, in E.C.S. book 39 page(s) 68.

21. Covenants, conditions, restrictions, easements, assessments, liens, charges, terms and provisions in the document recorded November 5, 2007 as Instrument No. [2007-0675608](#) of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition, or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, sexual orientation, marital status, ancestry, disability, handicap, familial status, national origin or source of income (as defined in California Government Code §12955(p)), to the extent such covenants, conditions or restrictions violate 42 U.S.C. §3604(c) or California Government Code §12955. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Note: You may wish to contact the homeowners association referred to in the above document for information regarding assessments, transfer requirements or other matters.

An assignment of declarant's rights was recorded October 04, 2010 as Instrument No. [2010-0474814](#) of Official Records.

22. An easement for pipeline for domestic water and sanitary and incidental purposes, recorded November 14, 2007 as Instrument No. [2007-0690439](#) of Official Records.

In Favor of: Elsinore Valley Municipal Water District, a Public Agency

Affects: The land

Affects: Lots 1 and 68

23. An easement for public utilities and incidental purposes, recorded June 11, 2008 as Instrument No. [2008-0319216](#) of Official Records.

In Favor of: Southern California Edison Company, a Corporation

Affects: The land

Affects: Lots 47, 48, 63 68 and 70

24. The terms and provisions contained in the document entitled "Lien Agreement" recorded January 18, 2011 as Instrument No. [2011-0022984](#) of Official Records.

The Following Matters Affect Parcel B:

25. An easement for construction and maintenance of all necessary water pipes, ditches, flumes and conduits for all purposes of irrigation and domestic use and incidental purposes, recorded December 26, 1895 in [Book 28 of Deeds, Page 385](#).

In Favor of: Temescal Water Company, a Corporation

Affects: The land

The location of the easement cannot be determined from record information.

26. The terms and provisions contained in the document entitled Horsethief Pipeline Maintenance Agreement executed by and between John J. Elmore and Kelly Elmore, and Frank Johnson and Scott Johnson, and J.G.J Ranch, Inc. and Horsethief Galant, Inc. and Lemon Grove Associates, a California Limited Partnership, and its general partner Grove Corporation recorded November 8, 1990 as Instrument No. [411098](#) of Official Records.

27. The terms and provisions contained in the document entitled School Facilities Impact Mitigation Agreement executed by and between Lake Elsinore School District, a California Public School District and Acacia Credit Fund 10-A, LLC, a Delaware Limited Liability Company recorded November 15, 2005 as Instrument No. [2005-0947801](#) of Official Records.
28. Covenants, conditions, restrictions, easements, assessments, liens, charges, terms and provisions in the document recorded November 5, 2007 as Instrument No. [2007-0675608](#) of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition, or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, sexual orientation, marital status, ancestry, disability, handicap, familial status, national origin or source of income (as defined in California Government Code §12955(p)), to the extent such covenants, conditions or restrictions violate 42 U.S.C. §3604(c) or California Government Code §12955. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Note: You may wish to contact the homeowners association referred to in the above document for information regarding assessments, transfer requirements or other matters.

An assignment of declarant's rights was recorded October 04, 2010 as Instrument No. [2010-0474814](#) of Official Records.

29. The following matters shown or disclosed by the filed or recorded map referred to in the legal description: Private streets

Affects: Lettered Lots A through H

30. An easement shown or dedicated on the Map as referred to in the legal description  
For: Public utilities, ingress and egress for emergency vehicles and incidental purposes.

Affects: Lettered Lots A through H

31. An easement shown or dedicated on the Map as referred to in the legal description  
For: Open space and drainage and incidental purposes.

Affects: Lots 136 through 140

32. The effect of an environmental constraint note affecting said map on file in the office of the Riverside County Surveyor, in E.C.S. book 39 page(s) 74.

33. The effect of a recital on said map stipulating that the areas designated as drainage easements must be kept free of all dwelling units, obstructions and encroachments by land fill.

34. An easement for access and a pipeline for domestic water and sanitary purposes together with all necessary fixtures and appurtenances and incidental purposes, recorded November 14, 2007 as Instrument No. [2007-0690432](#) of Official Records.  
In Favor of: Elsinore Valley Municipal Water District, a Public Agency  
Affects: Lettered Lots A, B and C
35. An easement for access and a pipeline for domestic water, recycled water, and sanitary sewers purposes together with all necessary fixtures and appurtenances and incidental purposes, recorded November 14, 2007 as Instrument No. [2007-0690434](#) of Official Records.  
In Favor of: Elsinore Valley Municipal Water District, a Public Agency  
Affects: Lots 137 and 140 and Lettered Lots B through H
36. The terms and provisions contained in the document entitled Memorandum of Right of First Offer recorded October 04, 2010 as Instrument No. [2010-0474815](#) of Official Records.
37. The terms and provisions contained in the document entitled "Lien Agreement " recorded January 18, 2011 as Instrument No. [2011-0022981](#) of Official Records.

The Following Matters Affect Parcel C:

38. An easement for construction and maintenance of all necessary water pipes, ditches, flumes and conduits for all purposes of irrigation and domestic use and incidental purposes, recorded December 26, 1895 in [Book 28 of Deeds, Page 385](#).  
In Favor of: Temescal Water Company, a Corporation  
Affects: The land  
  
The location of the easement cannot be determined from record information.
39. An easement for public utilities and incidental purposes, recorded July 22, 1977 as Instrument No. [140154](#) of Official Records.  
In Favor of: Southern California Edison Company  
Affects: Lots 103 and 111
40. The terms and provisions contained in the document entitled Horsethief Pipeline Maintenance Agreement executed by and between John J. Elmore and Kelly Elmore, and Frank Johnson and Scott Johnson, and J.G.J Ranch, Inc. and Horsethief Galant, Inc. and Lemon Grove Associates, a California Limited Partnership, and its general partner Grove Corporation recorded November 8, 1990 as Instrument No. [411098](#) of Official Records.
41. The terms and provisions contained in the document entitled School Facilities Impact Mitigation Agreement executed by and between Lake Elsinore School District, a California Public School District and Acacia Credit Fund 10-A LLC, a Delaware Limited Liability Company recorded November 15, 2005 as Instrument No. [2005-0947801](#) of Official Records.
42. Covenants, conditions, restrictions, easements, assessments, liens, charges, terms and provisions in the document recorded November 5, 2007 as Instrument No. [2007-0675608](#) of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition, or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, sexual orientation, marital status, ancestry, disability, handicap, familial status,



national origin or source of income (as defined in California Government Code §12955(p)), to the extent such covenants, conditions or restrictions violate 42 U.S.C. §3604(c) or California Government Code §12955. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Note: You may wish to contact the homeowners association referred to in the above document for information regarding assessments, transfer requirements or other matters.

An assignment of declarant's rights was recorded October 04, 2010 as Instrument No. [2010-0474814](#) of Official Records.

43. The following matters shown or disclosed by the filed or recorded map referred to in the legal description: Private streets

Affects: Lettered Lots A through I

44. An easement shown or dedicated on the Map as referred to in the legal description  
For: Public utilities, ingress and egress for emergency vehicles and incidental purposes.

Affects: Lettered Lots A through I

45. An easement shown or dedicated on the Map as referred to in the legal description  
For: Open space and drainage and incidental purposes.

Affects: Lots 102 through 109 and 111

46. An easement shown or dedicated on the Map as referred to in the legal description  
For: Private access and incidental purposes.

Affects: Lettered Lots A through I

47. An easement shown or dedicated on the Map as referred to in the legal description  
For: Ingress and egress for emergency vehicles and incidental purposes.

Affects: Lot 109

48. The effect of an environmental constraint note affecting said map on file in the office of the Riverside County Surveyor, in E.C.S. book 39 page(s) 69.

49. The effect of a recital on said map stipulating that the areas designated as drainage easements must be kept free of all dwelling units, obstructions and encroachments by land fill.

50. An easement for access and a pipeline for domestic water and sanitary purposes together with all necessary fixtures and appurtenances and incidental purposes, recorded November 14, 2007 as Instrument No. [2007-0690435](#) of Official Records.

In Favor of: Elsinore Valley Municipal Water District, a Public Agency

Affects: Lettered Lots A through E, H and I

51. An easement for access and a pipeline for domestic water and sanitary purposes together with all necessary fixtures and appurtenances and incidental purposes, recorded November 14, 2007 as Instrument No. [2007-0690436](#) of Official Records.

In Favor of: Elsinore Valley Municipal Water District, a Public Agency

Affects: Lot 109, Lettered Lots A through C, E through G and I

52. The terms and provisions contained in the document entitled "Lien Agreement" recorded January 18, 2011 as Instrument No. [2011-0022982](#) of Official Records.

The Following Matters Affect Parcel D:

53. An easement for construction and maintenance of all necessary water pipes, ditches, flumes and conduits for all purposes of irrigation and domestic use and incidental purposes, recorded December 26, 1895 in [Book 28 of Deeds, Page 385](#).

In Favor of: Temescal Water Company, a Corporation

Affects: The land

The location of the easement cannot be determined from record information.

54. The terms and provisions contained in the document entitled Horsethief Pipeline Maintenance Agreement executed by and between John J. Elmore and Kelly Elmore, and Frank Johnson and Scott Johnson, and J.G.J Ranch, Inc. and Horsethief Galant, Inc. and Lemon Grove Associates, a California Limited Partnership, and its general partner Grove Corporation recorded November 8, 1990 as Instrument No. [411098](#) of Official Records.

55. A declaration of dedication to Riverside County Flood Control and Water Conservation District dated January 27, 1992, executed by John J. Elmore, Trustee of the John Elmore Trust, established U/D/T March 6, 1985 for the purposes of acceptance drainage and flowage from the storm drain improvements and natural watercourses of upstream properties across the property described therein, recorded September 2, 1992 as Instrument No. [330897](#), Official Records of Riverside County, California.

Affects: Lots 52 and 53 and Lettered Lot C

56. An easement for construction, use and maintenance of an access road and all appurtenant slopes and incidental purposes, recorded November 14, 2003 as Instrument No. [2003-900372](#) of Official Records.

In Favor of: Riverside County Flood Control and Water Conservation District

Affects: Lots 35, 36, 52 and 53 and Lettered Lots C and D

57. An irrevocable offer of dedication for accepting drainage and flowage from storm drain improvements and natural water courses and incidental purposes, recorded November 14, 2003 as Instrument No. [2003900373](#) of Official Records.

To: Riverside County Flood Control and Water Conservation District

Affects: Lots 52 and 53 and Lettered Lot C

58. The terms and provisions contained in the document entitled School Facilities Impact Mitigation Agreement executed by and between Lake Elsinore School District, a California Public School District and Acacia Credit Fund 10-A LLC, a Delaware Limited Liability Company recorded November 15, 2005 as Instrument No. [2005-0947801](#) of Official Records.

59. The terms and provisions contained in the document entitled Cooperative Agreement executed by and between The Riverside County Flood Control and Water Conservation District, The County of Riverside, KB Home Greater Los Angeles, Inc., a California Corporation and Acacia Credit Fund 10-A, LLC, a Delaware Limited Liability Company recorded October 12, 2007 as Instrument No. [2007-0635562](#) of Official Records.

60. Covenants, conditions, restrictions, easements, assessments, liens, charges, terms and provisions in the document recorded November 5, 2007 as Instrument No. [2007-0675608](#) of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition, or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, sexual orientation, marital status, ancestry, disability, handicap, familial status, national origin or source of income (as defined in California Government Code §12955(p)), to the extent such covenants, conditions or restrictions violate 42 U.S.C. §3604(c) or California Government Code §12955. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Note: You may wish to contact the homeowners association referred to in the above document for information regarding assessments, transfer requirements or other matters.

An assignment of declarant's rights was recorded October 04, 2010 as Instrument No. [2010-0474814](#) of Official Records.

61. The following matters shown or disclosed by the filed or recorded map referred to in the legal description: Private streets

Affects: Lettered Lots A through D

62. An easement shown or dedicated on the Map as referred to in the legal description  
For: Public utilities, ingress and egress for emergency vehicles and incidental purposes.

Affects: Lettered Lots A through D

63. An easement shown or dedicated on the Map as referred to in the legal description  
For: Open space and drainage and incidental purposes.

Affects: Lots 52 and 53

64. An easement shown or dedicated on the Map as referred to in the legal description  
For: Private access and incidental purposes.

Affects: Lettered Lots A through D

65. An easement shown or dedicated on the Map as referred to in the legal description  
For: Access and maintenance for flood control purposes dedicated to  
the County of Riverside and incidental purposes.

Affects: Lots 52 and 53 and Lettered Lot C

66. An easement shown or dedicated on the Map as referred to in the legal description  
For: Access for flood control purposes dedicated to the County of  
Riverside and incidental purposes.

Affects: Lettered Lots A through D

67. The effect of an environmental constraint note affecting said map on file in the office of the  
Riverside County Surveyor, in E.C.S. book 39 page(s) 73.

68. The effect of a recital on said map stipulating that the areas designated as drainage easements  
must be kept free of all dwelling units, obstructions and encroachments by land fill.

69. An easement for access and a pipeline for domestic water and sanitary purposes together with all  
necessary fixtures and appurtenances and incidental purposes, recorded November 14, 2007 as  
Instrument No. [2007-0690437](#) of Official Records.

In Favor of: Elsinore Valley Municipal District, a Public Agency

Affects: Lettered Lot B

70. An easement for access and a pipeline for domestic water and sanitary purposes together with all  
necessary fixtures and appurtenances and incidental purposes, recorded November 14, 2007 as  
Instrument No. [2007-0690438](#) of Official Records.

In Favor of: Elsinore Valley Municipal Water District, a Public Agency

Affects: Lettered Lots A and C

71. The terms and provisions contained in the document entitled Memorandum of Right of First Offer  
recorded October 04, 2010 as Instrument No. [2010-0474815](#) of Official Records.

72. The terms and provisions contained in the document entitled "Lien Agreement" recorded January  
18, 2011 as Instrument No. [2011-0022983](#) of Official Records.

The Following Matters Affect Parcel E:

73. An easement for construction and maintenance of all necessary water pipes, ditches, flumes and conduits for all purposes of irrigation and domestic use and incidental purposes, recorded December 26, 1895 in [Book 28 of Deeds, Page 385](#).  
In Favor of: Temescal Water Company, a Corporation  
Affects: The land
- The location of the easement cannot be determined from record information.
74. An easement for public utilities and incidental purposes, recorded July 22, 1977 as Instrument No. [140154](#) of Official Records.  
In Favor of: Southern California Edison Company  
Affects: The land
75. The terms and provisions contained in the document entitled Horsethief Pipeline Maintenance Agreement executed by and between John J. Elmore and Kelly Elmore, and Frank Johnson and Scott Johnson, and J.G.J. Ranch, Inc. and Horsethief Galant, Inc. and Lemon Grove Associates, a California Limited Partnership, and its general partner Grove Corporation recorded November 8, 1990 as Instrument No. [411098](#) of Official Records.
76. A declaration of dedication to Riverside County Flood Control and Water Conservation District dated January 27, 1992, executed by John J. Elmore, Trustee of the John Elmore Trust, established U/D/T March 6, 1985 for the purposes of acceptance drainage and flowage from the storm drain improvements and natural watercourses of upstream properties across the property described therein, recorded September 2, 1992 as Instrument No. [330897](#), Official Records of Riverside County, California.
- Affects: Lot 110
77. An easement for construction, use and maintenance of an access road and all appurtenant slopes and incidental purposes, recorded November 14, 2003 as Instrument No. [2003-900372](#) of Official Records.  
In Favor of: Riverside County Flood Control and Water Conservation District  
Affects: Lot 110
78. An irrevocable offer of dedication for accepting drainage and flowage from storm drain improvements and natural water courses and incidental purposes, recorded November 14, 2003 as Instrument No. [2003900373](#) of Official Records.  
To: Riverside County Flood Control and Water Conservation District
- Affects: Lot 110
79. The terms and provisions contained in the document entitled School Facilities Impact Mitigation Agreement executed by and between Lake Elsinore School District, a California Public School District and Acacia Credit Fund 10-A LLC, a Delaware Limited Liability Company recorded November 15, 2005 as Instrument No. [2005-0947801](#) of Official Records.
80. Covenants, conditions, restrictions, easements, assessments, liens, charges, terms and provisions in the document recorded November 5, 2007 as Instrument No. [2007-0675608](#) of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any

first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition, or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, sexual orientation, marital status, ancestry, disability, handicap, familial status, national origin or source of income (as defined in California Government Code §12955(p)), to the extent such covenants, conditions or restrictions violate 42 U.S.C. §3604(c) or California Government Code §12955. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Note: You may wish to contact the homeowners association referred to in the above document for information regarding assessments, transfer requirements or other matters.

An assignment of declarant's rights was recorded October 4, 2010 as Instrument No. [2010-0474814](#) of Official Records.

81. An easement shown or dedicated on the Map as referred to in the legal description  
For: Open space and drainage and incidental purposes.
82. The effect of an environmental constraint note affecting said map on file in the office of the Riverside County Surveyor, in E.C.S. book 39 page(s) 69.
83. The effect of a recital on said map stipulating that the areas designated as drainage easements must be kept free of all dwelling units, obstructions and encroachments by land fill.
84. The terms and provisions contained in the document entitled Lien Agreement as Subdivision Improvement Security for Tract 31210-1 executed by and between County of Riverside, a political subdivision of the State of California and Rich Haven - Vesser, LLC, a Delaware Limited Liability Company, and Hill Country S.A., LTD., a Texas Limited Partnership, each as to an undivided 50% interest as tenants in common recorded January 18, 2011 as Instrument No. [2011-0022982](#) of Official Records.

The Following Matters Affect All Parcels:

85. Intentionally Deleted
86. Water rights, claims or title to water, whether or not shown by the public records.
87. Rights of parties in possession.

Prior to the issuance of any policy of title insurance, the Company will require:

88. With respect to Rich-Haven-Visser, LLC, a Delaware limited liability company:
- a. A copy of its operating agreement and any amendments thereto;
  - b. If it is a California limited liability company, that a certified copy of its articles of organization (LLC-1) and any certificate of correction (LLC-11), certificate of amendment (LLC-2), or restatement of articles of organization (LLC-10) be recorded in the public records;
  - c. If it is a foreign limited liability company, that a certified copy of its application for registration (LLC-5) be recorded in the public records;
  - d. With respect to any deed, deed of trust, lease, subordination agreement or other document or instrument executed by such limited liability company and presented for recordation by the Company or upon which the Company is asked to rely, that such document or instrument be executed in accordance with one of the following, as appropriate:
    - (i) If the limited liability company properly operates through officers appointed or elected pursuant to the terms of a written operating agreement, such document must be executed by at least two duly elected or appointed officers, as follows: the chairman of the board, the president or any vice president, and any secretary, assistant secretary, the chief financial officer or any assistant treasurer;
    - (ii) If the limited liability company properly operates through a manager or managers identified in the articles of organization and/or duly elected pursuant to the terms of a written operating agreement, such document must be executed by at least two such managers or by one manager if the limited liability company properly operates with the existence of only one manager.
  - e. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require
89. With respect to Hill Country S.A., LTD, a Texas limited partnership:
- a. That a certified copy of the application for registration, foreign limited partnership (form LP-5) and any amendments thereto (form LP-6) be recorded in the public records;
  - b. A full copy of the partnership agreement and any amendments;
  - c. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
  - d. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.

INFORMATIONAL NOTES
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Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. The property covered by this report is vacant land.
2. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:  
  
None
3. We find no open deeds of trust. Escrow please confirm before closing.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.



LEGAL DESCRIPTION

Real property in the unincorporated area of the County of Riverside, State of California, described as follows:

PARCEL A: (APN'S: 393-150-001 THROUGH 393-150-075)

LOTS 1 THROUGH 75, INCLUSIVE AND LETTERED LOTS "A" THROUGH "F", INCLUSIVE OF TRACT NO. 31485, IN THE COUNTY OF RIVERSIDE, AS SHOWN ON MAP RECORDED IN [BOOK 426, PAGES 42 THROUGH 50](#), INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL B: (APN'S: 393-290-001 THROUGH 393-290-055 AND 393-280-001 THROUGH 393-280-087)

LOTS 1 THROUGH 140, INCLUSIVE AND LETTERED LOTS "A" THROUGH "H", INCLUSIVE, OF TRACT NO. 31210, IN THE COUNTY OF RIVERSIDE AS SHOWN ON MAP RECORDED IN [BOOK 426, PAGES 73 THROUGH 84](#), INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL C: (APN'S: 393-180-004, 393-180-005, 393-180-007, 393-250-001 THROUGH 393-250-041 AND 393-260-001 THROUGH 393-260-068)

LOTS 1 THROUGH 109, INCLUSIVE, LOT 111 AND LETTERED LOTS "A" THROUGH "I", INCLUSIVE, OF TRACT NO. 31210-1, IN THE COUNTY OF RIVERSIDE, AS SHOWN ON MAP RECORDED IN [BOOK 426, PAGES 51 THROUGH 63](#), INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL D: (APN'S: 393-180-010, 393-270-001 THROUGH 393-270-027, 393-300-001 THROUGH 393-300-028)

LOTS 1 THROUGH 54, INCLUSIVE AND LETTERED LOTS "A" THROUGH "D", INCLUSIVE, OF TRACT NO. 31210-2, IN THE COUNTY OF RIVERSIDE, AS SHOWN ON MAP RECORDED IN [BOOK 426, PAGES 64 THROUGH 72](#), INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL E: (APN'S: 393-180-006 AND 393-180-008)

LOTS 110 AND 112 OF TRACT NO. 31210-1, IN THE COUNTY OF RIVERSIDE, AS SHOWN ON MAP RECORDED IN [BOOK 426, PAGES 51 THROUGH 63](#), INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

*NOTICE*

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

If you have any questions about the effect of this new law, please contact your local First American Office for more details.

EXHIBIT A  
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)  
EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
  - (a) building;
  - (b) zoning;
  - (c) land use;
  - (d) improvements on the Land;
  - (e) land division; and
  - (f) environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
  - (a) that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
  - (b) that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
  - (c) that result in no loss to You; or
  - (d) that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
  - (a) to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - (b) in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows: For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

ALTA RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)  
EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
  - (a) and use
  - (b) improvements on the land
  - (c) and division
  - (d) environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
  - (a) a notice of exercising the right appears in the public records on the Policy Date
  - (b) the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:
  - (a) that are created, allowed, or agreed to by you
  - (b) that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records

(c) that result in no loss to you

(d) that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks

4. Failure to pay value for your title.

5. Lack of a right:

(a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR

(b) in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

#### 2006 ALTA LOAN POLICY (06-17-06)

##### EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.  
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

##### EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

#### 2006 ALTA OWNER'S POLICY (06-17-06)

##### EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 or 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

#### EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)  
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.  
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.



## First American Title

### Privacy Information

#### We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

#### Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

#### Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

#### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

#### Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

#### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

#### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

**In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or** revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

#### Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

#### Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

[FirstAm.com](http://FirstAm.com) uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

#### Fair Information Values

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

**MEMORANDUM OF ACTION  
IN LIEU OF HOLDING A MEETING  
OF THE SOLE MEMBER OF  
RICH HAVEN – VISSER, LLC**

The undersigned, being the sole member of **RICH HAVEN – VISSER, LLC**, a Delaware limited liability company (the "Company"), executing this Memorandum of Action in lieu of holding a meeting, does hereby take, authorize, approve, and consent in writing to the adoption of the following resolutions:

**RESOLVED**, that the following persons be and hereby are appointed to the offices of the Company set out beside their names below, to serve as such until removed or until their successors are duly elected and qualified:

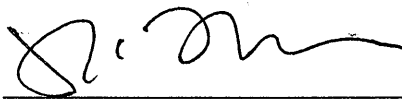
Matthew J. Bray	-	President/Secretary/Treasurer
Dawn M. Lemons	-	Assistant Vice President/Assistant Secretary
John H. Schafer	-	Vice President
John C. Troutman	-	Vice President/Assistant Secretary

**RESOLVED**, that each of the Officers, acting individually or in connection with any other Officer, is hereby authorized to act on behalf of the Company and to execute any and all necessary documentation for the furtherance of the business of the Company.

**IN WITNESS WHEREOF**, the undersigned, constituting the sole member of the Company, hereby executes this Memorandum of Action as and for the written consent of the sole member, this 28th day of December, 2018.

**MJ BRAY, LLC**,  
a Florida limited liability company

By: \_\_\_\_\_

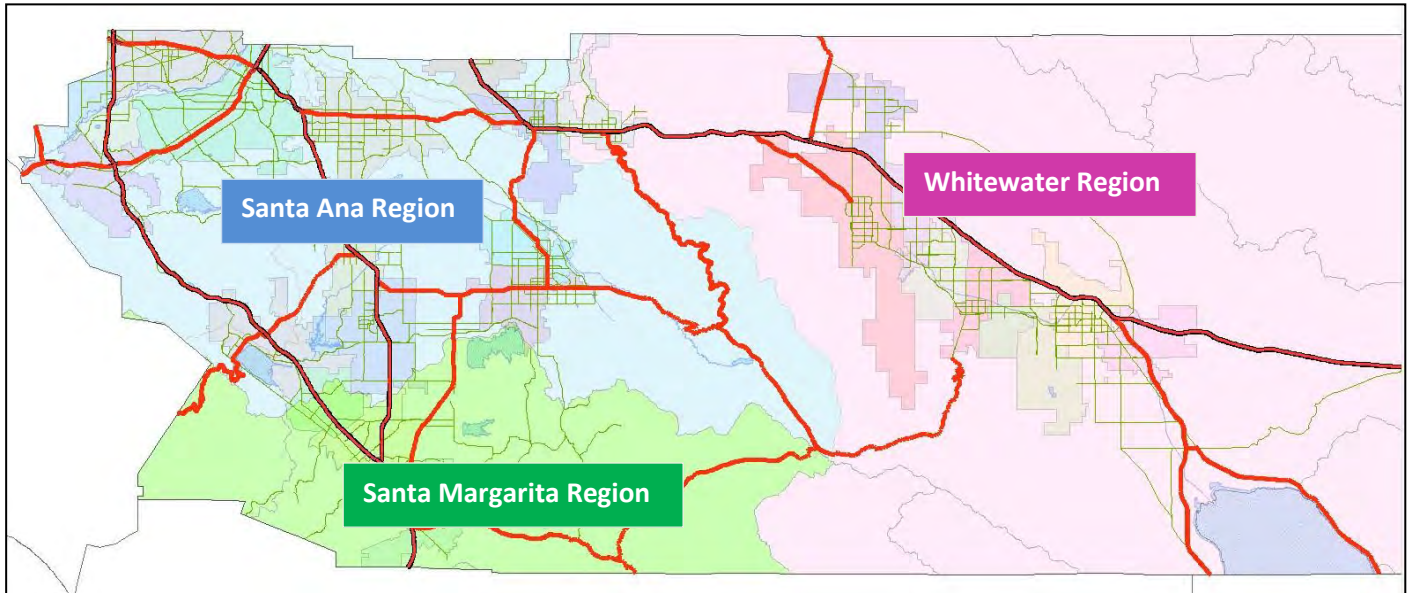


John C. Troutman, Vice President



## Water Quality Management Plan Applicability Checklists and Other Development Project Checklists for all watersheds/areas in unincorporated Riverside County.

All projects in unincorporated Riverside County shall complete the appropriate **Water Quality Management Plan (WQMP) Applicability Checklist** to confirm if WQMP requirements apply, and be submitted with your project's application. In addition, if the project is exempt from WQMP requirements and is in the **Santa Margarita Region**, the project shall complete the **"Other Development Project Checklist"** and submit to the Riverside County Transportation Department.



If WQMP requirements apply, a Preliminary WQMP shall be submitted and approved by the Transportation Department prior to entitlements, and a Final WQMP shall be submitted and approved by the Transportation Department prior to any building or grading permit.

Permanent Water Quality facilities (known as Post-Construction Best Management Practices (BMPs)) are required to address expected pollutant loads and higher runoff characteristics from most private development projects and public capital projects. These Post-Construction BMPs are designed with a Project-Specific WQMP. WQMP requirements are separate from the requirements for temporary impacts during the construction phase (i.e. Stormwater Pollution Prevention Plan (SWPPP), and construction BMPs).

Three State Regional Water Quality Control Boards regulate water quality requirements in Riverside County. Each State Regional Board has different WQMP requirements for their jurisdiction. Templates and guidance documents for each region are available through the compliance document links below. Applicability Checklists are included to verify if WQMP requirements apply for a given project or if no WQMP is required.

Santa Ana Region: <http://rcflood.org/NPDES/SantaAnaWS.aspx>

Santa Margarita Region: <http://rcflood.org/NPDES/SMRWMA.aspx>

Whitewater Region: <http://rcflood.org/NPDES/WhitewaterWS.aspx>

As of November 1, 2018, all WQMPs for development projects will be reviewed by the Riverside County Transportation Department, for the unincorporated portions of Riverside County. For Riverside County Flood Control facilities, typically storm drains larger than 36-inch diameter, the Riverside County Flood Control District will continue to review the Hydrology studies and their associated improvement plans, but Transportation will review the WQMP on behalf of Flood Control.

Checklist for Identifying Projects Requiring a Project-Specific Water Quality Management Plan (WQMP) within the Santa Ana River Region		
Project File No.		
Project Name:		
Project Location:		
Project Description:		
Proposed Project Consists of, or Includes:	Yes	No
Significant Redevelopment: The addition or replacement of 5,000 square feet or more of impervious surface on an already developed site. Does not include routine maintenance activities that are conducted to maintain original line and grade, hydraulic capacity, original purpose of the constructed facility or emergency redevelopment activity required to protect public health and safety.		
New development that create 10,000 square feet or more of impervious surface (collectively over the entire project site), including commercial and industrial projects and residential housing subdivision requiring a Final Map (i.e. detached single family home subdivisions, multi-family attached subdivisions, condominiums, or apartments, etc.); mixed use and public projects (excluding Permittee road projects). This category includes development on public and private land, which fall under the planning and building authority of the Co-permittees.		
Automotive repair shops (Standard Industrial Classification (SIC) codes <sup>1</sup> 5013, 5014, 5541, 7532, 7533, 7534, 7536, 7537, 7538, 7539).		
Restaurants (SIC code 5812) where the land area of development is 5,000 square feet or more.		
Hillside developments disturbing 5,000 square feet or more which are located on areas with known erosive soil conditions or where natural slope is 25 percent or more.		
Developments of 2,500 square feet of impervious surface or more adjacent to (within 200 feet) or discharging directly into Environmentally Sensitive Areas (ESAs). "Directly" means situated within 200 feet of the ESA; "discharging directly" means outflow from a drainage conveyance system that is composed entirely of flows from the subject development or redevelopment site, and not commingled with flows from adjacent lands.		
Parking lots of 5,000 square feet or more exposed to stormwater, where "parking lot" is defined as a land area or facility for the temporary storage of motor vehicles.		
Retail Gasoline Outlets that are either 5,000 square feet or more of impervious surface with a projected average daily traffic of 100 or more vehicles per day.		
Public Projects, other than Transportation Projects, that are implemented by a Permittee and similar in nature to the priority projects described above and meets the thresholds described herein.		
Other Development Projects whose site conditions or activity pose the potential for significant adverse impacts to water quality.		

<sup>1</sup> Descriptions of SIC codes can be found at <http://www.osha.gov/pls/imis/sicsearch.html>.

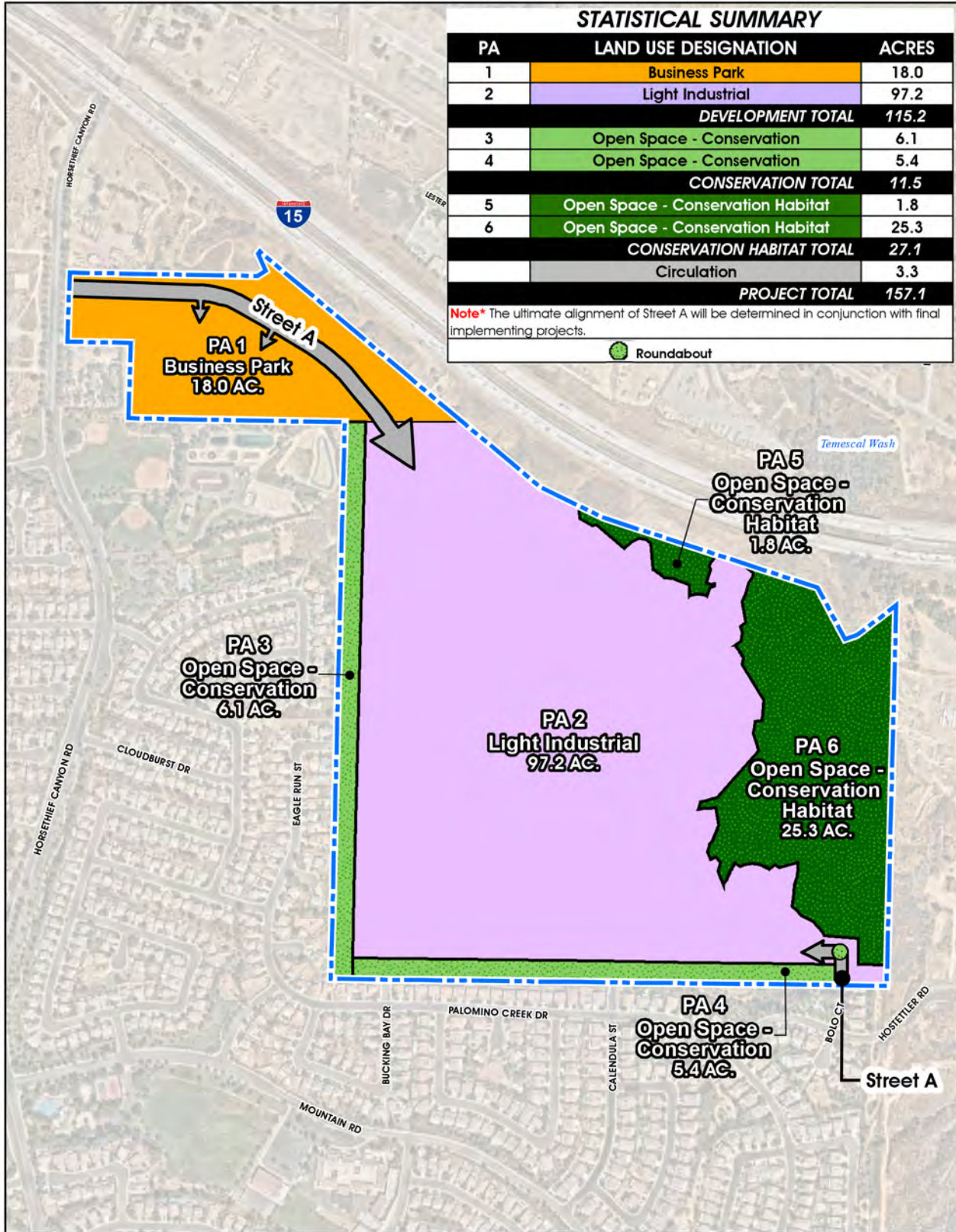
DETERMINATION: Check the box for applicable determination.

Any question answered "YES"

Project requires a project-specific WQMP. Electronic Submittals are encouraged on CD and required for the approved documents.

All questions are answered "NO"

Project requires incorporation of Site Design and source control Best Management Practices (BMPs).



Source(s): Nearmap Aerial (2020), RCTLMA (2020), KWC Engineering (2020)

FIGURE 2-1

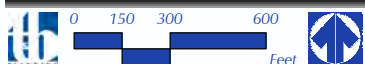




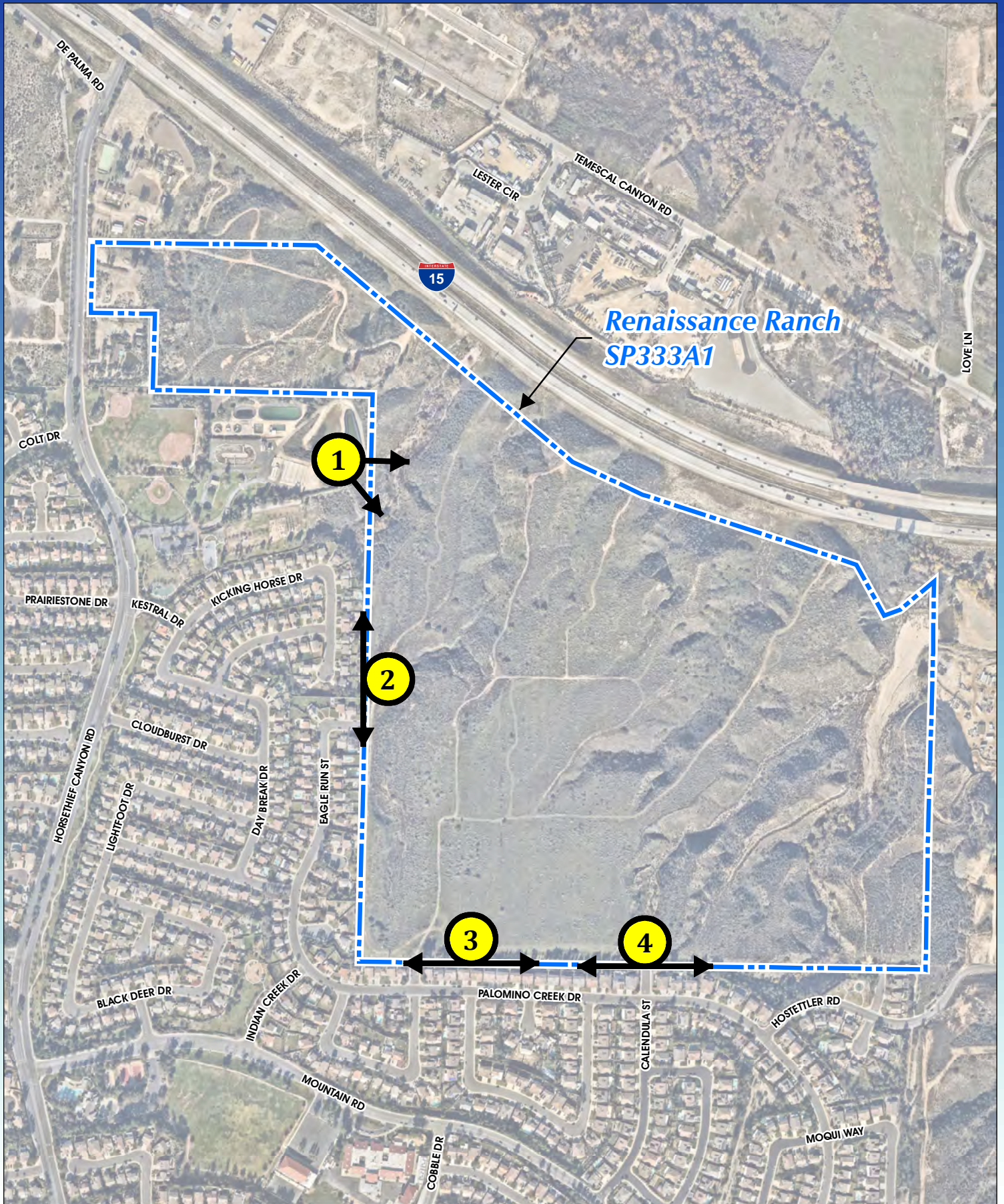
Source(s): Nearmap Imagery (2019), RCTMLA (2019)

# Renaissance Ranch SP 333, A1

# Aerial Photograph



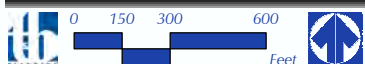
Date: February 2020



Source(s): Nearmap Imagery (2019), RCTMLA (2019)

# Renaissance Ranch SP 333, A1

# Site Photo Key Map



Date: February 2020

1

East



Southeast

**Photo 1:** Northwest of the project boundary looking southeast toward Hostettler Rd

2

North



South

**Photo 2:** West of the project boundary, along Eagle Run St looking to the North toward the I-15 and South toward Palomino Creek Dr

3

West



East

**Photo 3:** From the end of Bucking Bay Dr, looking west towards Eagle Run St and east toward Calendula St

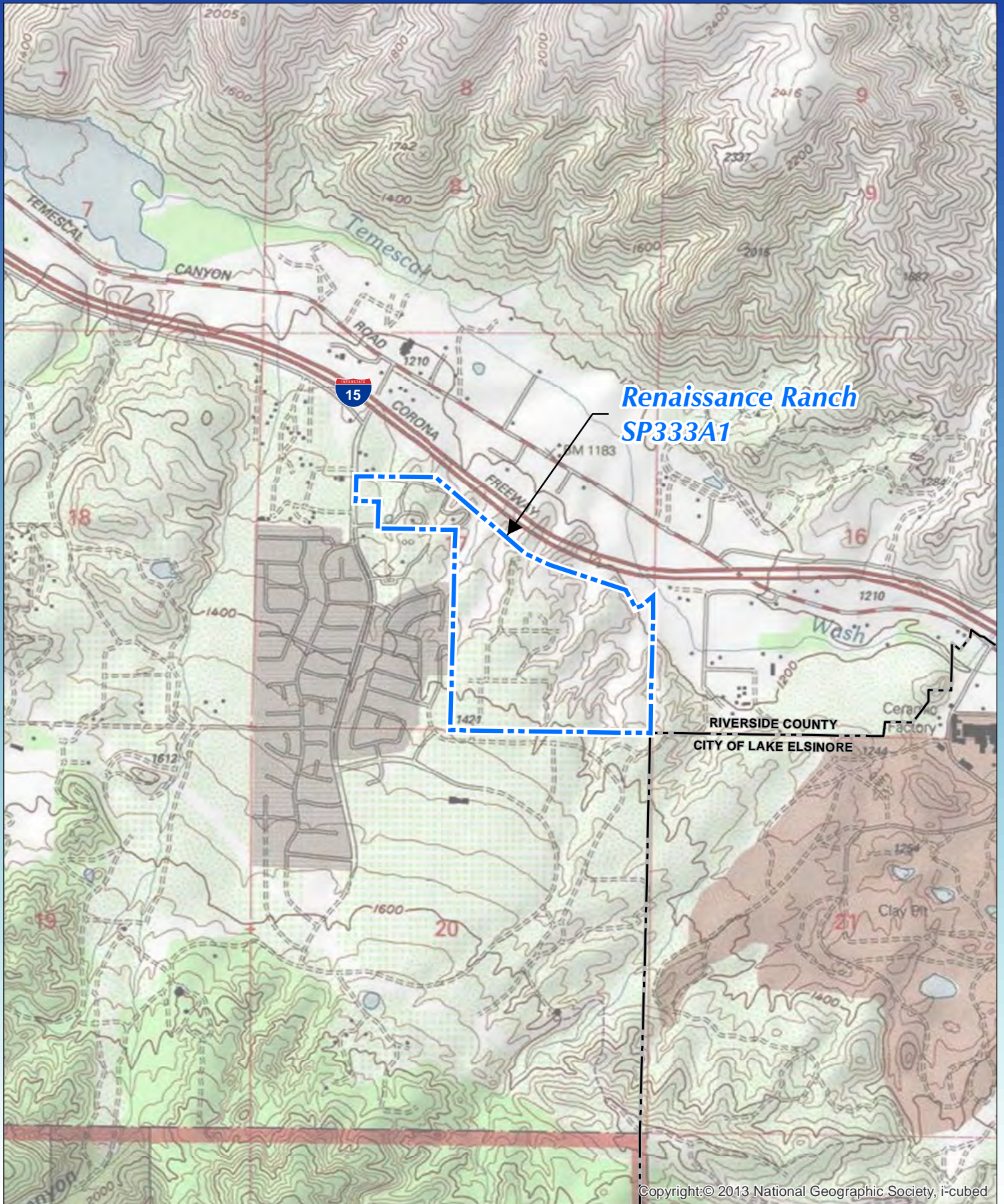
4

West



North

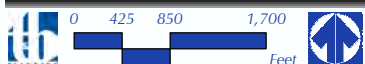
**Photo 4:** From the end of Calendula St, looking west and north toward the I-15



Source(s): RCTMLA (2019), USGS (2013)

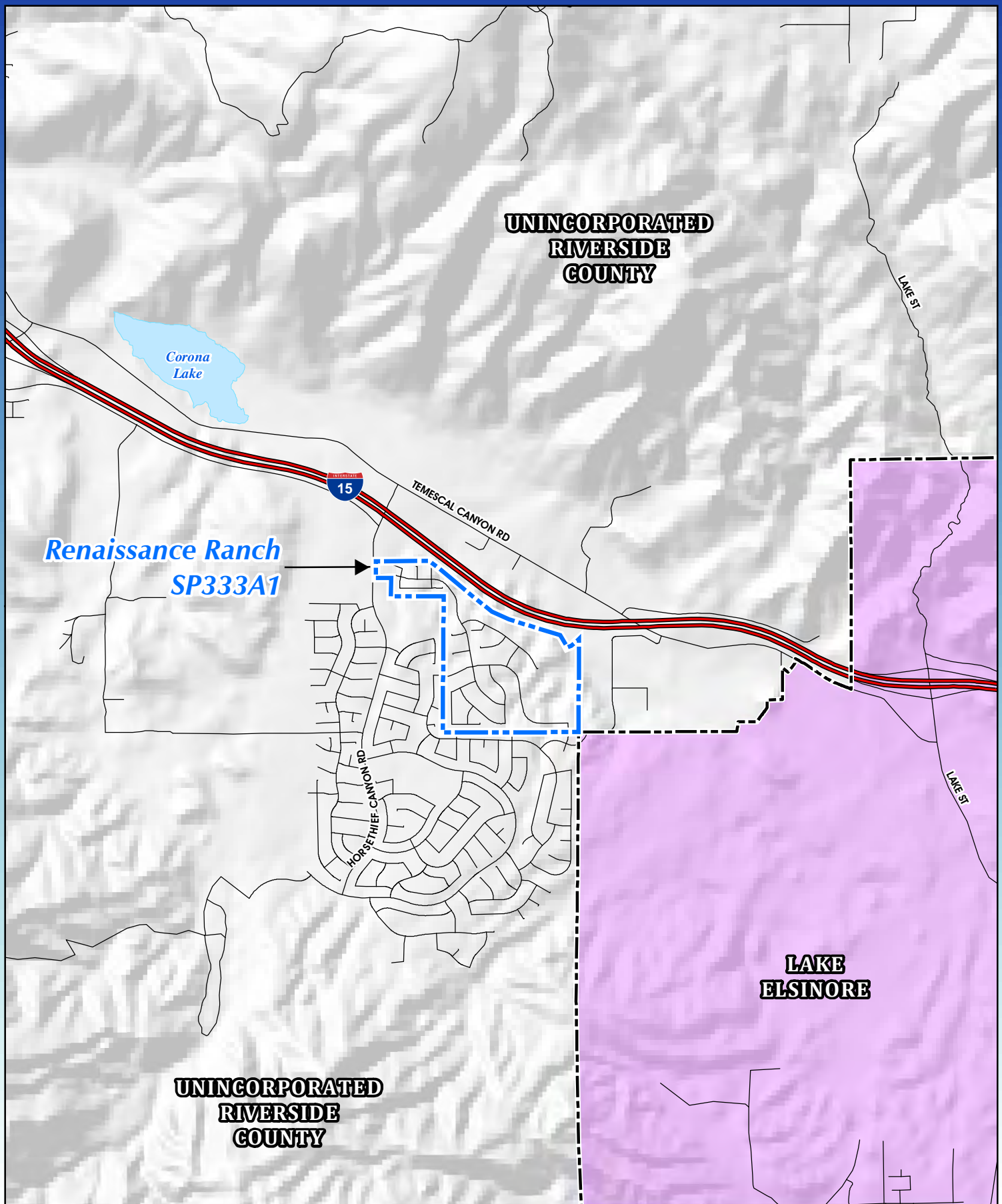
# Renaissance Ranch SP 333, A1

# USGS Topographic Map



Date: February 2020

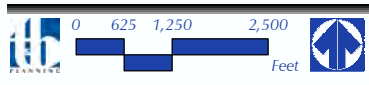




Source(s): ESRI, RCTMLA (2019)

# Renaissance Ranch SP 333, A1

## Vicinity Map



Date: February 2020

B

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**EVMWD GSAs' Authorizations**

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RESOLUTION NO. 17-01-01

A RESOLUTION OF THE ELSINORE VALLEY MUNICIPAL WATER DISTRICT ELECTING TO BE THE GROUNDWATER SUSTAINABILITY AGENCY (GSA) FOR THE ELSINORE VALLEY SUBBASIN

WHEREAS, the Elsinore Valley Municipal Water District relies on groundwater in the Elsinore Groundwater Basin (Elsinore Basin) for a significant portion of its water supply; and

WHEREAS, Elsinore Valley Municipal Water District adopted a Groundwater Management Plan in 2005 for areas within the Elsinore Basin; and

WHEREAS, recognizing the importance of groundwater to communities like those served by the Elsinore Valley Municipal Water District, the California Legislature enacted the Sustainable Groundwater Management Act of 2014 (California Water Code § 10720 et seq.) ("SGMA"), which provides local agencies with important new groundwater management tools to achieve sustainable groundwater use; and

WHEREAS, the legislative intent of SGMA is to, among other goals, provide for sustainable management of groundwater basins and sub-basins defined by the California Department of Water Resources (DWR) to enhance local management of groundwater, to establish minimum standards for sustainable groundwater management, and to provide specified local agencies with the authority and the technical and financial assistance necessary to sustainably manage groundwater; and

WHEREAS, Water Code § 10723(a) authorizes a local agency with water supply or water management responsibilities overlying a groundwater basin to elect to become a Groundwater Sustainability Agency (GSA) under SGMA; and

WHEREAS, SGMA specifies the authorities and responsibilities assigned to GSA's; and

WHEREAS, pursuant to SGMA, groundwater management of high and medium priority basins as designated by DWR is now required; and

WHEREAS, DWR has designated the Elsinore Basin as a high priority basin, requiring that it be managed pursuant to SGMA; and

WHEREAS, as required by SGMA, DWR adopted emergency regulations (Code of California Regulations, Title 23, Chapter 1.5, Subchapter 1. Groundwater Basin Boundaries, §§ 340 — 346.60) ("Regulations") describing the process by which local agencies may request changes to groundwater basin boundaries identified in DWR Bulletin 118 to better align with scientific or jurisdictional boundaries; and

WHEREAS, Elsinore Valley Municipal Water District, the City of Corona ("Corona") and Temescal Valley Water District ("TVWD") jointly requested the Elsinore Basin be split into two distinct groundwater areas and that the outer edges of the Elsinore Basin boundaries, as described in Bulletin 118, be changed to more closely align with the physical limits of the basin's alluvial sediments; and

WHEREAS, on October 11, 2016, the California Water Commission approved the subject request and established two subbasins within the Elsinore Basin; the southerly Elsinore Valley Subbasin (Bulletin 118 Basin No. #8-004.01) and the northerly Bedford-Coldwater Subbasin (#8-004.02); and

WHEREAS, the current service areas of Corona, TVWD, or any other retail water agency do not cover any portion of the Elsinore Valley Subbasin; and

WHEREAS, the entire Elsinore Valley Subbasin lies within Elsinore Valley Municipal Water District's service area including its Sphere of Influence, as approved by the Riverside County Local Agency Formation Commission (LAFCO); and

WHEREAS, Elsinore Valley Municipal Water District is willing to continue to manage groundwater in compliance with SGMA within the Elsinore Valley Subbasin; and

WHEREAS, Elsinore Valley Municipal Water District intends to work cooperatively with Corona and TVWD for the joint sustainable management of the Bedford-Coldwater Subbasin in compliance with SGMA; and

WHEREAS, California Water Code § 10723.8 requires that a local agency electing to serve as a GSA notify DWR within 30 days of the local agency's election to become a GSA authorized to undertake sustainable groundwater management within a basin; and

WHEREAS, California Water Code § 10723.8 mandates that 90 days following the posting by DWR of the focal agency's notice of election to become a GSA that entity shall be presumed to be the exclusive GSA for the area within the basin the agency is managing as described in the notice, provided that no other GSA formation notice covering the same area has been submitted to DWR; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ELSINORE VALLEY MUNICIPAL WATER DISTRICT, AS FOLLOWS:

Section 1. Elsinore Valley Municipal Water District hereby elects to be the exclusive GSA for the Elsinore Valley Subbasin (Bulletin 118 Basin No. #8-004.01).

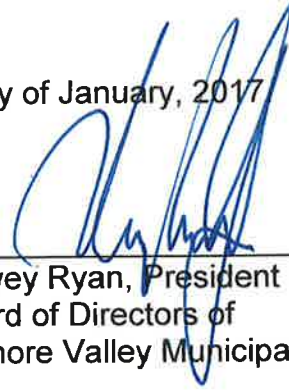
Section 2. Elsinore Valley Municipal Water District staff is directed to submit to DWR, within thirty (30) days of the approval of this Resolution, the notice and supporting documentation required by Water Code § 10723.8 and any other documentation required by SGMA to support Elsinore Valley Municipal Water District's formation of a GSA over the Elsinore Valley Subbasin.

Section 3. The General Manager, or his designee, is authorized to prepare or modify such documents as are necessary to meet DWR requirements for posting of Elsinore Valley Municipal Water District's notice of intent to be the Elsinore Valley Subbasin GSA, pursuant to SGMA.

Section 4. The approval of this Resolution and the actions described herein are categorically exempt from the requirements of the California Environmental Quality Act (CEQA) since: (1) they constitute a reorganization of local governmental agencies which does not change the geographical area in which previously existing powers are exercised (State CEQA Guidelines, § 15320); (2) the Resolution results in the formation of an agency only and not the approval of any project or proposal containing enough "meaningful information for environmental assessment" (State CEQA Guidelines 15004); and (3) it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. (State CEQA Guidelines 15061(b)(3).) Staff is directed to file and post within five (5) business days the attached Notice of Exemption with the Clerk of the Board of Supervisors of Riverside County.

Section 5. This declaration shall take effect from and after its adoption.

APPROVED, ADOPTED AND SIGNED this 12th day of January, 2017



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Harvey Ryan, President of the  
Board of Directors of  
Elsinore Valley Municipal Water District

ATTEST:




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Terese Quintanar, Secretary of the  
Board of Directors of  
Elsinore Valley Municipal Water District

STATE OF CALIFORNIA        )  
  ) ss:  
COUNTY OF RIVERSIDE        )

I, Terese Quintanar, Secretary of the Board of Directors of the Elsinore Valley Municipal Water District, do hereby certify that the foregoing Resolution No. 17-01-01, was duly adopted by said Board at its Regular Meeting held on January 9, 2017, and that it was so adopted by the following roll call vote:

AYES:           Cambero, Horton, Morris, Williams, Ryan  
NOES:           None  
ABSENT:        None  
ABSTAIN:       None

  
\_\_\_\_\_  
Terese Quintanar, Secretary of the  
Board of Directors of the  
Elsinore Valley Municipal Water District



**JOINT POWERS AGREEMENT**

**by and among**

**THE CITY OF CORONA,  
a California general law city,**

**ELSINORE VALLEY MUNICIPAL  
WATER DISTRICT,  
a municipal water district**

**and**

**TEMESCAL VALLEY WATER DISTRICT,  
a California water district**

**for the formation of a joint powers authority and management of**

**THE BEDFORD-COLDWATER SUB-BASIN  
OF THE ELSINORE BASIN**

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**JOINT POWERS AGREEMENT BY AND AMONG THE CITY OF CORONA,  
ELSINORE VALLEY MUNICIPAL WATER DISTRICT, AND TEMESCAL VALLEY  
WATER DISTRICT FOR THE FORMATION OF A JOINT POWERS AUTHORITY  
AND MANAGEMENT OF THE BEDFORD-COLDWATER SUB-BASIN OF THE  
ELSINORE BASIN**

THIS JOINT POWERS AGREEMENT (“Agreement”) is entered into as of February 28, 2017, by and between the CITY OF CORONA (“Corona”), a California General Law City organized and existing under the laws of the State of California, ELSINORE VALLEY MUNICIPAL WATER DISTRICT (“EVMWD”), a Municipal Water District organized under Water Code §§ 71000 et seq., and the TEMESCAL VALLEY WATER DISTRICT (“TVWD”), a California Water District organized under California Water Code §§ 34000 et seq., hereinafter collectively referred to as “Members”, with reference to the following:

A. WHEREAS, in September 2014, the Governor signed three bills (SB 1168, SB 1319, and AB 1739) into law creating the Sustainable Groundwater Management Act of 2014 (“SGMA”); and

B. WHEREAS, SGMA generally requires the formation of one or more Groundwater Sustainability Agencies (“GSA” or “GSAs”) responsible for implementing sustainable groundwater management and preventing “undesirable results” in groundwater basins and sub-basins designated as a medium or high priority basin by the California Department of Water Resources (“DWR”) in its Bulletin 118 inventory of California groundwater basins; and

C. WHEREAS, DWR has designated the Bedford-Coldwater Sub-Basin (the “Sub-Basin”), as a medium priority groundwater basin under Bulletin 118; and

D. WHEREAS, each of the Members overlies a portion of the Sub-Basin and exercises water management, water supply or land use authority within a portion of the Sub-Basin; and

E. WHEREAS, the Members are local agencies that can exercise powers related to groundwater management within their jurisdictional boundaries and qualify individually to serve as a GSA within portions of the Sub-Basin per Water Code Section 10723; and

F. WHEREAS, under SGMA, a combination of local agencies may elect to form a joint powers authority (“JPA”) to serve as the GSA for all or portions of the Sub-Basin through a joint powers agreement; and

G. WHEREAS, the Members intend by this Agreement to create a JPA to implement SGMA in the entire Sub-Basin, and are authorized to enter into this Agreement pursuant to the Joint Exercise of Powers Act, Government Code §§ 6500 et seq., for the purpose of acting as a separate public agency that can carry out all obligations, and exercise all powers, of a GSA in all areas of the Sub-Basin; and

H. WHEREAS, under SGMA, a GSA, including a JPA composed of one or more SGMA-eligible local agencies, must file a notice of intent with DWR by June 30, 2017 indicating the GSA’s intent to undertake sustainable groundwater management within all or portions of a groundwater basin; and

I. WHEREAS, the governing boards of each of the three Members have formally agreed to: (1) enter into this Agreement; (2) form a JPA that can jointly exercise the powers common to the Members and fulfill all legal obligations imposed by SGMA; and (3) authorize the JPA to promptly file all necessary documentation with DWR so as to permit the JPA to become the exclusive GSA for the entire Sub-Basin; and

J. WHEREAS, the Members further intend by this Agreement to provide for the management and funding commitments reasonably anticipated to be necessary for the above purposes and for the purpose of ensuring that the Sub-Basin is sustainably managed in accordance with the timelines established by SGMA; and

K. WHEREAS, the Members understand that Corona has entered into a Water Enterprise Management Agreement and a Wastewater Enterprise Management Agreement, both dated as of February 6, 2002, with the Corona Utility Authority (“CUA”) for the maintenance, management and operation of those utility systems (collectively “the CUA Management Agreements”). To the extent that this Agreement is deemed to be a “material contract” under either of the CUA Management Agreements, Corona enters into this Agreement on behalf of the CUA and subject to the terms of the applicable CUA Management Agreements.

**ACCORDINGLY, IT IS AGREED BY ALL MEMBERS:**

1. **RECITALS:** The foregoing recitals are incorporated as terms of this Agreement.
2. **DEFINITIONS:** Unless otherwise required by the context, the following terms shall have the following meanings:
  - a. “Administering Member” shall mean the Member designated by the Authority Board to provide administration, operation and staffing of the Authority so as to ensure the Authority complies with this Agreement and all legal requirements. The Board is not required to designate an Administering Member, and a Member so designated is not required to accept the designation.
  - b. “Administrator” shall mean the individual selected to act as the chief executive of the Authority, and the person responsible for its day to day operations. The Administrator may, but it is not required to be, an employee of one of the Members.
  - c. “Authority” and “JPA” as used herein shall, unless otherwise noted, mean the “Bedford-Coldwater Groundwater Sustainability Authority,” the separate public agency created by this Agreement and Government Code Sections 6507 and 6508, and the entity charged by this Agreement with becoming the exclusive GSA for the Sub-Basin.
  - d. “Board” or “Board of Directors,” shall, unless otherwise indicated, mean the Board of Directors of the Authority.
  - e. “DWR” shall mean the California Department of Water Resources.
  - f. “Effective Date” shall mean the date on which all Members have signed this Agreement.

- g. “Fiscal Year” shall run from July 1 through June 30.
- h. “Groundwater Sustainability Agency” or “GSA” shall mean a groundwater sustainability agency as defined in SGMA, Water Code § 10721.
- i. “Groundwater Sustainability Plan,” “Plan,” or “GSP” shall have the same meaning as provided in SGMA, Water Code § 10721.
- j. “Member” shall mean any of the individual signatories to this Agreement, and “Members” shall collectively mean two or more of the signatories to this Agreement.
- k. “SGMA” shall mean the Sustainable Groundwater Management Act of 2014, as amended, and any regulations of DWR or the State Water Resources Control Board that implement SGMA.
- l. “Special Projects” shall mean projects that are consistent with, and within the scope of activities, authorized by this Agreement, but which are undertaken by fewer than all the Members in the name of the Authority in accordance with the procedures outlined in Sections 10 and 14.
- m. “Sub-Basin” shall mean the Bedford-Coldwater Sub-Basin of the Elsinore Groundwater Basin, Sub-Basin No. 8-004.2, as identified in the most recent modifications of Bulletin 118 by DWR.
- n. “SWRCB” shall mean the California State Water Resources Control Board.

**3. CERTIFICATION:** Each Member, as a signatory to this Agreement, certifies and declares that it is a public agency, as defined by Government Code § 6500, that is authorized to enter into a joint powers agreement to contract with each other for the joint exercise of any common power under Article 1, Chapter 5, Division 7, Title 1 of the Government Code or any power otherwise granted to one or more of the Members by SGMA.

**4. CREATION OF SEPARATE AGENCY:** There is hereby created, per Government Code §§ 6507 and 6508, an agency separate from the parties to the Agreement, and which is responsible for the administration of this Agreement, to be known as the “**BEDFORD-COLDWATER GROUNDWATER SUSTAINABILITY AUTHORITY.**” Within thirty (30) days of the Effective Date of this Agreement, the Members, and/or the Authority shall: (a) cause a notice of this Agreement to be prepared and filed with the office of the California Secretary of State as required by Government Code § 6503.5; (b) file a copy of this Agreement with the State Controller per Government Code § 6503.6; and (c) file a copy of this Agreement with the Local Agency Formation Commission (“LAFCO”) for Riverside County per Government Code § 6503.6.

**5. PURPOSES AND MEMBER RESPONSIBILITIES:** The Authority is formed with the purpose and intent of jointly creating a separate legal entity to fulfill the role and legal obligations of a GSA required by SGMA, to include complying with SGMA and ensuring sustainable groundwater management throughout the Sub-Basin, so that the Members may collaboratively and cost effectively develop, adopt, and implement a GSP for the Sub-Basin in

accordance with pertinent regulatory timelines. The geographic boundaries of the GSA that will be formed by the Authority, which will encompass the entire Sub-Basin, are as depicted in the map attached hereto as Exhibit “A,” which is incorporated herein by reference. The Authority may also represent the Members, as appropriate, in discussions and transactions with other local agencies, to include (but not limited to) the development of inter-basin coordination agreements with other GSAs in Riverside County, and agreements with other local agencies or groundwater sustainability agencies as may be required to ensure compliance with SGMA for the Sub-Basin.

**6. POWERS:** The Members intend that the Authority provide for the joint exercise of powers common to the Members as such powers relate to the management of the Sub-Basin, and for the exercise of such additional powers as are conferred by law in order to meet the requirements of SGMA. The Members are each SGMA-eligible local agencies empowered by the laws of the State of California to exercise the powers specified in this Agreement, and such other powers as are granted to GSAs by SGMA. These common powers shall be exercised for the benefit of any one or more of the Members or otherwise in the manner set forth in this Agreement. Subject to the limitations set forth in this Agreement, the Authority shall have the powers to perform all acts necessary to accomplish its purposes as stated in this Agreement, as authorized by law, including but not limited to the following:

a. To make and/or assume contracts and to employ agents, employees, consultants and such other persons or firms as the Board may deem necessary, to the full extent of the Authority’s power, including, but not limited to, engineering, hydrogeological, and other consultants, and with attorneys and accountants and financial advisors, for the purpose of providing any service required by the Authority to accomplish its purposes, or to otherwise take such actions as are necessary to ensure the Sub-Basin is managed in accordance with the requirements of SGMA;

b. To conduct all necessary research and investigations, and to compile appropriate reports and collect data from all available sources to assist in preparation and implementation of a GSP, and to support the development of such other agreements as may be necessary to ensure the Sub-Basin can be sustainably managed;

c. To cooperate, act in conjunction with, and contract with the United States, the State of California, or any agency thereof, the County of Riverside, or such other entities or persons as the Board may deem necessary to ensure that the Authority fulfills its obligations under SGMA;

d. To apply for, accept and receive licenses, permits, water rights, approvals, agreements, grants, loans, gifts, contributions, donations or other aid from any agency of the United States, the State of California or other public or private person or entity necessary for fulfilling the purposes of SGMA in the Sub-Basin;

e. To acquire by grant, purchase, lease, gift, devise, contract, construction, eminent domain or otherwise, and hold, use, enjoy, sell, let, and dispose of, real and personal property of every kind, including lands, water rights, structures, buildings, rights-of-way, easements, and privileges, and construct, maintain, alter, and operate any and all works or

improvements, within or outside the agency, necessary or proper to carry out any of the purposes of the Authority as specified in this Agreement and/or the requirements of SGMA;

f. To enforce the requirements of SGMA within the Sub-Basin to the extent authorized by law including, but not limited to, the imposition and collection of civil penalties as authorized by SGMA;

g. To sue and be sued in its own name;

h. To provide for the prosecution of, defense of, or other participation in actions or proceedings at law or in public meetings in which the Members, pursuant to this Agreement or otherwise pertaining to management of the Sub-Basin, may have an interest, and to employ counsel or other expert assistance for that purpose;

i. To adopt an initial operating budget and initial Member contributions within ninety (90) days of the execution of this Agreement, and an annual budget and Member contributions, by March 31 of each subsequent Fiscal Year;

j. To incur debts, liabilities or obligations, subject to the limitations provided in this Agreement;

k. To impose fees authorized by SGMA (Water Code §§ 10730-10731), without any limitation on a Member's separate ability to impose fees within its jurisdiction, to fund the cost of furthering the purposes of this Agreement, complying with SGMA, and sustainably managing groundwater within the Sub-Basin;

l. To adopt rules, regulations, policies and procedures for governing the operation of the GSA and adoption and implementation of the GSP consistent with the powers and purposes of the Authority and as authorized by SGMA;

m. To investigate legislation and proposed legislation affecting SGMA and the Sub-Basin and make appearances regarding such matters;

n. Subject to the limitations imposed by this Agreement, to take such actions as are deemed necessary by the Board to achieve the purposes stated above and to provide for the sustainable management of the Sub-Basin; and

o. To adopt and revise bylaws, rules, ordinances, and resolutions in a manner authorized by law and not inconsistent with the terms of this Agreement.

Any power necessary or incidental to the foregoing powers shall be exercised by the Authority in the manner provided for under the legal authority applicable to the City of Corona except as otherwise provided by law or in this Agreement.

**7. OBLIGATIONS OR LIABILITIES OF AUTHORITY:** No debt, liability or obligation of the Authority shall constitute a debt, liability or obligation of any of the Members, except as otherwise provided in this Agreement or unless otherwise required by law.



**8. DESIGNATION OF ADMINISTERING MEMBER/ADMINISTRATOR:**

The powers of the Authority provided in this Agreement shall be exercised in the manner provided by this Agreement. The Board may designate an Administering Member and/or an Administrator to provide all or a portion of the administrative (or other) services required by this Agreement, SGMA, or other legal authority. However, whether or not the Board decides to designate an Administering Member, each Member shall nevertheless be responsible, when requested by the Board, for designating staff from their agency to coordinate with the Board and other Members, and for otherwise ensuring the Authority has sufficient staffing and administrative support to comply with this Agreement and other legal obligations.

**9. ORGANIZATION:**

a. Additional Members: The Board may allow additional members to join the Authority. Additional Members must be local agencies capable of being designated as a GSA under SGMA. The Board may set whatever conditions it deems necessary as a precondition to addition of the new Member, to include requiring the additional Members to reimburse the other Members for a proportionate share of the costs already incurred by the existing Members.

b. Bylaws: The Board shall adopt bylaws governing the management of the Authority within 180 days of the Effective Date. The bylaws shall require the Board to develop a conflict of interest code for the Authority compliant with California law, and to otherwise ensure that the Board operates in a manner that is fully compliant with the Brown Act, the Joint Exercise of Powers Act, Government Code §§ 6500 et seq., SGMA, and all other applicable legal requirements.

c. Committees: The Board may create committees as authorized by law.

d. Governing Board: The Authority shall be governed by a Board of Directors which shall be composed of one (1) elected representative of each Member, appointed by each Member. The governing body of each Member shall determine in its sole discretion the person it will appoint to the Authority Board of Directors. The Board of Directors shall receive no compensation from the JPA for serving on the Board of the JPA.

e. Meetings: Regular meetings of the Board may be held quarterly, or as the Board determines necessary, on such dates and times and at such locations as the Board shall fix by resolution. Special meetings of the Board shall be called in accordance with Government Code § 54956. All meetings of the Board shall comply with the provisions of the Ralph M. Brown Act (Government Code §§ 54950 et seq.).

f. Officers: The officers of the Authority shall be a Chairperson, and Vice-Chairperson, and such other officers as the Board shall designate. The election of officers will take place at the first meeting of the JPA Board, and subsequently in the first Board meeting of each new Fiscal Year unless the time of election is otherwise designated in the Authority bylaws. The officers or persons who have charge of, handle or have access to any property of the Authority shall be designated in the bylaws, and such officers and persons shall comply with all applicable requirements of Government Code § 6505.1.

g. Quorum: Two-thirds (2/3) of the Board of Directors shall constitute a quorum in order to conduct business.

h. Rules: The Board may adopt such other rules, policies, and regulations as it deems proper consistent with all applicable laws, this Agreement, and the Authority's bylaws.

i. Term: The Authority Board Members shall serve without terms and at the pleasure of the legislative body which appointed them.

j. Treasurer: The Treasurer of the Board shall be formally designated by a resolution adopted by the Board of Directors stating the effective date of the appointment and the term of the appointment.

k. Voting: Each Director shall have one vote. A simple majority of the quorum shall be required for the adoption of a motion, resolution, contract authorization or other action of the Board, except that:

- (1) A majority vote of less than a quorum may vote to adjourn;
- (2) Any of the following actions shall require a unanimous vote of the entire Board:
  - (a) Adoption, modification or alteration of the GSP, or of the GSA boundaries;
  - (b) Adoption of assessments, charges or fees;
  - (c) Adoption or modification of ramp-downs or curtailments;
  - (d) Initiation/settlement of enforcement actions;
  - (e) Adoption of an initial budget;
  - (f) Adoption or modification of the annual budget, as further described in Section 14, below;
  - (g) Initiation/termination or settlement of any litigation or threatened litigation that involves the Authority;
  - (h) Admission of additional Members to the Authority;
  - (i) Appointment, employment, or dismissal of the Authority's Administrator and/or Legal Counsel;
  - (j) Designating an Administrator or Administering Member;
  - (k) Setting the amounts of any contributions or fees to be made or paid to the Authority by any Member, including extraordinary costs as defined in Section 15;

(l) Acquisition by grant, purchase, lease, gift, devise, contract, construction, or otherwise, and hold, use, enjoy, sell, let, and dispose of, real and personal property of every kind, including lands, water rights, structures, buildings, rights-of-way, easements, and privileges, and construct, maintain, alter, and operate any and all works or improvements, within or outside the agency, necessary or proper to carry out any of the purposes of the Authority;

(m) Replacement of the annual special audit required by Government Code § 6505(f) with an audit covering a two year period;

(n) Amendments or modifications of this Agreement;

(o) Adoption or modification of bylaws or other binding rules governing the operations of the JPA Board;

(p) Adoption of ordinances;

(q) Issuance of bonds or other indebtedness;

(r) Allocating funding received from grants, loans, or from other alternative sources, in a manner that does not result in equal sharing of alternative funding among the Members;

(s) To apply for, accept and receive licenses, permits, water rights, approvals, agreements, grants, loans, gifts, contributions, donations or other aid from any agency of the United States, the State of California or other public or private person or entity necessary for fulfilling the purposes of SGMA in the Sub-Basin.

#### **10. SPECIAL PROJECTS AND PROJECT COMMITTEES:**

a. With the prior approval of the entire Board, Members may undertake Special Projects in the name of the Authority, utilizing the legal powers granted to the Authority under SGMA, the Joint Exercise of Powers Act, or other applicable legal authorities. All Members shall be given the opportunity to participate in Special Projects, but shall not be required to participate.

b. A Member considering a new project, other than a groundwater extraction project, where the project is reasonably likely to affect groundwater management in the Sub-Basin shall consult with the other Members before individually undertaking the project to determine whether that individual project might otherwise be better accomplished as an Authority Special Project.

c. Members electing to participate in a Special Project shall enter into a Special Project Agreement in accordance with Section 14.a(4) of this Agreement. Such Special Project Agreement shall provide that: (a) no Special Project undertaken pursuant to such agreement shall conflict with the terms of this Agreement or the GSP; (b) the Members to the Special Project Agreement shall indemnify, defend and hold harmless the Authority, and Members

of the Authority who are not participating in the Special Project, against any costs liabilities, or expenses of any kind arising as a result of the Special Project; (c) all benefits and liabilities attributable to a Special Project shall solely be the benefits and liabilities of the Members that have entered into the Special Project Agreement, and non-participating Members shall have no rights, and incur no obligations or liabilities, in the Special Project.

**11. FISCAL AGENT, DEPOSITORY AND ACCOUNTING:** The “Treasurer” appointed by the Board is designated as the fiscal agent and depository for the Authority per Government Code §§ 6505.5 and 6505.6. The Treasurer of the Authority shall be the treasurer of one of the Authority’s Members, or a certified public accountant designated by the Board, or an officer or employee designated per Government Code § 6505.6. The Treasurer shall be the depository and have custody of all money of the Authority, from whatever source, subject to the applicable provisions of any indenture or resolution providing for a trustee or other fiscal agent. All funds of the Authority shall be held in the operating fund established by Section 14, or such other separate accounts as may be necessary, in the name of the Authority and not commingled with the funds of any Member or any other person or entity. Full books and accounts shall be maintained for the Authority in accordance with generally accepted accounting principles applicable to governmental entities per Government Code §§ 6505 et seq., and any other applicable laws of the State of California.

**12. ACCOUNTABILITY, REPORTS AND AUDITS:** There shall be strict accountability of all funds, and an auditor designated by the Board shall report any and all receipts and disbursements to the Board with such frequency as shall reasonably be required by the Board. The Authority will utilize the services of an outside independent certified public accountant to make an annual audit of the accounts and records of the Authority as required by Government Code § 6505, unless the Members, elect to conduct the audit for a two (2) year period. In each case, the minimum requirements of the audit shall be those prescribed by the State Controller for special districts pursuant to Government Code § 26909, and shall conform to generally accepted accounting principles. The outside independent certified public accountant selected by the Authority as auditor shall be formally designated by a resolution adopted by the Board of Directors stating the effective date of the appointment and the term of the appointment.

**13. OPERATING BUDGET AND EXPENDITURES:** The Board shall adopt a budget as specified in the bylaws and as set forth in Section 14, below. Unless otherwise required by this Agreement or applicable law, the Authority’s Treasurer shall draw checks or warrants or make payments as specified in the bylaws of the Authority. The Authority may, consistent with the bylaws, invest any money in the treasury that is not needed for its immediate necessities.

**14. CONTRIBUTIONS/BUDGETS:** Unless otherwise provided in this Agreement, the Members shall equally share in the costs of the JPA. The Authority shall establish an operating fund. The fund shall be used to pay all administrative, operating and other expenses incurred by the Authority, and shall be funded by equal Member’s contributions for payment of costs of the Authority. The Board may direct that any surplus funds be returned to the Members, per Government Code § 6512, in proportion to the contributions made by each Member.

- a. Authority Budgets: Authority budgets shall be established as follows:

(1) General Operating Budget. No more than ninety (90) days following the first meeting of the Board, and annually thereafter in the month of March or other mutually agreed upon timeframe, a general operation budget (the “Operating Budget”) shall be adopted by the Board. The Operating Budget shall be prepared in sufficient detail to constitute an operating outline for the purpose of establishing rates and/or contributions to be billed to and paid by the Members. The operating rates and/or contributions to be billed to and paid by each Member shall be based upon an equal contribution by each Member. The Operating Budget shall outline anticipated revenues and planned expenditures to be made during the ensuing Budget year by functional category such as operations and maintenance, administration, projects, programs, planning, study and any applicable contributions to operate related reserves. For the purpose of the Operating Budget, operating shall mean any financial activity related to exchange transactions, as defined by applicable generally accepted accounting principles (“GAAP”) associated with the principal activity of the JPA. The Operating Budget shall be adopted by unanimous approval of the Board. The rates and contributions approved by the Board shall be paid by the Members pursuant to Section 14.c below.

(2) Non-Operating Budget. No more than ninety (90) days following the first meeting of the Board, and annually thereafter in the month of March or other mutually agreed upon timeframe, a non-operating budget (the “Non-Operating Budget”) shall be adopted by the Board. The Non-Operating Budget shall be prepared in sufficient detail to constitute a non-operating outline for the purpose of establishing rates and/or contributions to be billed to and paid by the Members. These rates and/or contributions shall be based upon equal contributions by each Member. At a minimum, the Non-Operating Budget shall outline anticipated revenues and planned expenditures for non-operating financial activities for the ensuing Fiscal Year, inclusive of any amount necessary for servicing debt. For the purpose of the budget, Non-Operating shall mean any financial activity related to non-exchange transactions, as defined by applicable GAAP. Examples of non-exchange transactions include investment income, contributed capital from Members for capital debt service, interest expense, and return of capital to Members. The Non-Operating Budget shall be adopted by unanimous approval of the Board. The rates and contributions approved by the Board shall be paid by the Members pursuant to Section 14.c below.

(3) Capital Project Budget. No more than ninety (90) days following the first meeting of the Board, and annually thereafter in the month of March, or other mutually agreed upon timeframe, a capital project budget (the “Capital Project Budget”) shall, if applicable, be adopted by the Board. The Capital Project Budget, if applicable, shall be prepared in sufficient detail to constitute a capital project outline to assess contributions to be paid by the Members and expenditures to be paid by the Members during the ensuing year for capital projects needed for major repair, replacement, expansion and efficiency of any capital improvements constructed or installed by or on behalf of the Authority. These contributions shall be based upon equal contribution by each Member, subject to unequal contribution amounts for Special Projects, as addressed in Sections 10 and 14.a.(4). The Capital Project Budget shall be adopted by unanimous approval of the Board. The contributions approved by the Board shall be paid by the Members pursuant to Section 14.c below.

(4) Special Project Budgets. In addition to the Operating Budgets, the Non-Operating Budgets, and the Capital Project Budget, the Board may budget at any time for the study, implementation or construction of any Special Project, program or study proposed to be undertaken by the Authority for matters not deemed to be of general benefit to all Members. A Special Project budget and written Special Project Agreement of the Members who consented to participation in the Special Project shall be established for each Special Project, which budget and agreement shall determine the respective obligations, functions, and rights of the Members involved and of the Authority. The directors of the Board representing the Members who will be involved in financing and implementing the Special Project shall be and constitute a “Special Project Committee,” for purposes of administration and implementation of the Special Project. No Special Project shall be acquired or constructed by the Board without the consent of each of the governing boards of the participating Members. Ratification of the Special Project budget by each of the participating Members shall constitute consent for the acquisition and construction of the Special Project. Notwithstanding the foregoing, no debt shall be incurred by the Authority for a Special Project without the unanimous consent of the Board. Any rates and contributions approved by the Special Project Committee and approved by the participating Members shall be paid by the participating Members pursuant to Section 14.c below.

Where the Board has approved one or more Special Projects, annually thereafter in the month of March (or other mutually agreed upon timeframe), a Special Project budget shall be developed by each Special Project Committee if required by the applicable Special Project Agreement, Each Special Project budget shall include, without limitation, the following:

- (i) Administrative expenses;
- (ii) Studies and planning costs;
- (iii) Engineering and construction costs;
- (iv) The allocation of costs, including debt service costs, if any, among participating Members;
- (v) Annual maintenance and operating expenses for the project; and
- (vi) A formula for allocating annual maintenance and operating expenses, if any.

All actions by a Special Project Committee shall be deemed actions of the Authority and shall be taken in the name of the Authority, provided, only the participating Members shall have rights and obligations in the Special Project as herein provided.

b. Failure to Obtain Budget Approvals. In the event a budget acceptable to the Board is not approved prior to the start of a Fiscal Year the Authority shall continue to operate at the level of expenditure as authorized below:

(1) General Operating Budget. The Operating Budget shall be at the expenditure level authorized by the last approved Operating Budget increased by the Consumer Price Index (“CPI”) with a minimum increase of no less than two percent (2%). The CPI shall mean the change in CPI for Urban Wage Earners and Clerical Workers for the Los Angeles County, Orange County, and Riverside County areas for the all items category for the 12-month period ending the February prior to the beginning of the Fiscal Year budgeted as determined by the U.S. Department of Labor, Bureau of Labor Statistics, or other mutually agreeable source if such a CPI is no longer available. This factor will be applied to the Operating Budget until such time as a new Operating Budget is approved by the Authority. Any shortfall in revenues will be made up from available reserves dedicated by the Board for such a purpose, and if insufficient to cover the shortfall, any available reserve funds not designated by the Board for other purposes or otherwise legally restricted for other purposes by external parties. Reserves shall mean any available cash or investments.

(2) Non-Operating Budget. The Non-Operating Budget shall automatically be established at the required level necessary to meet annual debt service requirements including any revenue coverage covenants. Each Member shall contribute to the Authority such amounts which will yield during each Fiscal Year net revenues payable to the Authority sufficient for the Authority to satisfy all covenants in any indentures, loan agreements or other documents entered into by the Authority and to enter into such other agreements as are necessary for the Authority to secure financing to pay the acquisition price for any facilities authorized by the Authority.

(3) Capital Project Budget. The Capital Project Budget shall automatically be established at the required level necessary to implement capital projects previously approved by the Authority.

c. Payments of Amounts Due. The payments owed for contributions from each Member to the Authority shall be due, payable, and delivered by the Members to the Authority within forty-five (45) days after receipt of a billing therefor from the Authority. To the extent permitted by state law, unpaid and past due contributions shall bear interest at ten percent (10%) per annum, calculated daily, from the date due to the date payment is received by the Authority.

**15. ASSESSMENTS FOR EXTRAORDINARY COSTS:** In the event the Authority should experience an unanticipated need to pay for extraordinary costs (e.g., those costs that are unanticipated and not otherwise funded through the budget), including, but not limited to the costs of litigation or indemnification as provided in this Agreement, and to the extent that such costs cannot otherwise be reasonably funded through use of reserves on hand or through the other revenue sources authorized by this Agreement, the Board may allocate the additional costs to the Members, whether such extraordinary costs are actually incurred or estimated to be necessary. Unless otherwise specifically allocated to one or more Members by the unanimous vote of the Board, all allocations of extraordinary costs shall be shared equally by each Member. The Members agree that they will then contribute their proportionate share of the extraordinary costs within a reasonable period of time as determined by the Board, or as otherwise specified in the Bylaws.

**16. STAFFING:** The Board shall provide for staffing of the Authority in accordance with procedures established in the bylaws. Such staffing shall ensure the Authority is able to accomplish all requirements imposed by SGMA, this Agreement, and/or any other requirements imposed by law. Legal counsel shall be appointed by the Board and shall serve at the pleasure of the Board. Legal counsel may be an attorney that also performs work for one of the Members, provided appropriate waivers suitable to the Board, and counsel for all of the Members, are first obtained.

**17. DISPUTE RESOLUTION:** The Members desire to informally resolve all disputes related to this Agreement and/or SGMA, whenever possible, at the lowest possible level, and triggering of the dispute resolution procedures described herein shall only occur where the Members and/or the Board have reached impasse and are unable to resolve matters without invoking formal dispute resolution procedures. Should informal resolution of any dispute prove unsuccessful, the Parties agree to neutral facilitation/mediation of the dispute as a next step prior to filing a lawsuit or otherwise seeking judicial intervention. The appointed facilitator/mediator, who need not be a licensed attorney, shall be a person who is not a current or former employee or agent of any Member, and someone who has knowledge of the rules governing public agencies, and who has experience with the management of groundwater resources in Southern California. The facilitator shall be compensated by the Authority.

The facilitator shall be a third party neutral assigned by the Center for Collaborative Policy (“CCP”) of Sacramento State University, or such other neutral as is unanimously decided upon by the Members involved in the dispute. In the event that the Members involved in the dispute are unable to agree upon the facilitator or mediator, then each Member involved in the dispute shall provide the name of one recommended facilitator or mediator to the Authority’s legal counsel. The facilitator/mediator shall then be selected by the Authority’s legal counsel, based upon whichever recommended facilitator/mediator is the most qualified facilitator/mediator for the type of dispute involved. The selected facilitator/mediator shall diligently seek to achieve a consensus based solution to the dispute. Upon the request of one of the Members involved in the dispute, the facilitator shall render a recommended resolution of the dispute after five facilitated negotiation sessions between the Members involved in the dispute where an acceptable resolution has not yet been reached. The facilitator/mediator’s recommended resolution shall not be admissible in any judicial proceedings. Where facilitation/mediation as described herein is unable to successfully resolve the dispute, then a Member involved in the dispute, upon providing 60 days-notice to the other Members and the Authority, may initiate judicial proceedings in the Superior Court for Riverside County.

This Section shall not bar a Member or Member(s) from initiating legal action in another appropriate forum with jurisdiction over the matter as necessary to comply with an applicable statute of limitation, provided such legal action, where authorized, is stayed pending completion of the dispute resolution process described herein. Members involved in a dispute governed by this Section are encouraged to enter a tolling agreement, if legally authorized, in order to allow sufficient time for completion of the process required by this Section.



## 18. WITHDRAWAL:

a. Notice to Members: Any Member may withdraw from the Authority by delivery of written notice to withdraw to each of the Members at least two years prior to the date of withdrawal (“Withdrawal Notice Period”), unless the Members unanimously agree to allow the withdrawing Member to withdraw sooner than two years, in which case the date of withdrawal shall be the date unanimously agreed upon by the Board. The withdrawing Member shall continue to be a full Member during the pendency of the Withdrawal Notice Period and shall retain all rights and obligations during such period unless otherwise agreed to by unanimous vote of the Board.

b. Effect of Withdrawal: Should a Member choose to withdraw from the Authority in accordance with the terms of this Agreement, that Member retains any legal right it has under SGMA to serve as the GSA for the groundwater basin underlying its jurisdictional boundaries, provided such withdrawal will not cause the Authority (or its remaining Members) to default on financial obligations or to otherwise fail to comply with the legal obligations imposed by SGMA. The Authority and the non-withdrawing Members shall retain whatever legal rights they have under SGMA, and the withdrawal of the Member shall have no effect on the continuance of this Agreement among the remaining Members. The withdrawing Member shall not take any action after withdrawal that would be reasonably anticipated to frustrate the ability of the Authority to comply with SGMA. After providing written notice of withdrawal, the withdrawing Member shall act at all times in good faith in the best interests of the Authority until such time as the withdrawal process is complete.

c. Continuing Fiscal Obligations: Any Member that withdraws as provided herein shall remain proportionately liable during the Withdrawal Notice Period for its proportionate share of the budget. If the Members elect to incur extraordinary costs in accordance with Section 15, the withdrawing Member shall be proportionately liable during the Withdrawal Notice Period for the obligations or debts approved and incurred by the Authority for those extraordinary costs, unless the Members agree otherwise. Any Member that withdraws shall remain proportionately liable for any unfunded capital expenditures or debt service obligations incurred or approved by the Board prior to the date of written notice of withdrawal of such Member until such time as the obligation is fully satisfied.

d. Continuing Claims Obligations: Members will remain obligated to contribute their proportionate share (based upon the membership roll as of the date of the claim), including without limitation legal defense costs, for any occurrences incurred during the Member’s membership, but not presented as a claim against the Authority until after the Member’s withdrawal.

e. Divisions of Property Assets: The real and/or personal property assets contributed by the withdrawing Member or the value of the real and/or personal property assets at the date of withdrawal will be returned to the withdrawing Member to the extent such assets are not required for the Authority to meet its continuing obligations as a GSA under SGMA. If such real and/or personal property assets are needed to meet the continuing obligations of the Authority to comply with SGMA, then the remaining Members of the Authority and the withdrawing Member shall negotiate a purchase or lease of such assets for a price not to exceed the fair market value of those assets.

**19. TERM AND TERMINATION:** This Agreement shall become effective, and the Authority shall come into existence, on the Effective Date. The Agreement, and the Authority, shall thereafter continue in full force and effect until the governing bodies of the Members unanimously elect to terminate the Agreement. Upon unanimous election to terminate this Agreement, the Board shall continue to act as a board to wind up and settle the affairs of the Authority. The Board shall adequately provide for the known debts, liabilities and obligations of the Authority, and shall then distribute the assets of the Authority among the Members, as follows:

a. The assets contributed by each Member, or the value thereof as of the date of termination, shall be distributed to that Member.

b. The remaining assets shall then be distributed to each Member in equal proportions.

The distribution of assets shall be made in-kind to the extent possible by returning to each Member those assets contributed by such parties to the Authority; however, no party shall be required to accept transfer of an asset in kind.

Notwithstanding any other provision by the Board for payment of all known debts, liabilities and obligations of the Authority, each Member shall remain liable for any and all such debts, liabilities, and obligations in equal proportions, or in the proportion specified by unanimous action of the Board if alternative proportions are so specified for particular actions or activities that give rise to such debts, liabilities, and obligations.

Termination of this Agreement shall not occur, and the Members shall continue to fund the operations of the Authority as a GSA for the Sub-Basin, until the Authority determines by a unanimous vote of the Board that: (a) a GSA is no longer required for the Sub-Basin; or (b) one or more of the individual Members will undertake the legal obligations of a GSA previously performed by the Authority, and such termination of the Authority will not result in the Sub-Basin being placed in a probationary status by the SWRCB.

**20. INDEMNIFICATION/CONTRIBUTION:** Members, directors, officers, agents and employees of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers, and in the performance of their duties pursuant to this Agreement. The Authority shall hold harmless, defend and indemnify the Members, the Authority Board, and the Members' directors, agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property (including property owned by any Member), arising out of the activities or omissions of the Authority, or its agents, officers and employees related to this Agreement or SGMA ("Claims").

a. To the extent authorized by California law, no Member shall be liable for the actions or omissions of any other Member or the Authority related to this Agreement.

b. The indemnification obligations described herein shall continue beyond the term of this Agreement as to any acts or omissions occurring during this Agreement or any extension of this Agreement.

c. To the extent that the Authority is unable or unwilling (because of comparative fault of Member(s), or other good faith legal basis) to hold harmless, defend and/or indemnify any Member to this Agreement as provided in this Section, such Member shall be entitled to contribution from the other Members in equal proportion to the extent one Member pays more than its equal share of such obligation. Provided, however, that where one or more Members is determined by a court (or in a settlement approved by a court) to be responsible for a greater proportion for the Claims, each Member will only be responsible for contribution to the other Member (or Members) up to the extent of the contributing Member's proportional responsibility.

**21. INSURANCE:** The Authority shall obtain insurance for the Board members and general liability insurance containing liability in such amounts as the Board shall determine will be necessary to adequately insure against the risks of liability (including compliance with the indemnification provisions in Section 20 above) that may be incurred by the Authority. The Members, their officers, directors and employees, shall be named as additional insureds.

**22. CLAIMS:** All claims against the Authority, including, but not limited to, claims by public officers and employees for fees, salaries, wages, mileage, or any other expenses, shall be filed within the time and in the manner specified in Chapter 2 (commencing with Section 910) of Part 3, Division 3.6 of Title I of the Government Code, which describes the appropriate content of a claim.

**23. ENTIRE AGREEMENT REPRESENTED:** This Agreement represents the entire agreement among the parties as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of all of the parties.

**24. HEADINGS:** Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

**25. NOTICES:** Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered sent by facsimile transmission, emailed or sent by first class mail, postage prepaid and addressed as follows:

**MEMBERS:**

City of Corona  
Attn: General Manager,  
Department of Water and Power  
Address: 755 Public Safety Way  
Corona, CA 92880

Elsinore Valley Municipal Water District  
Attn: General Manager  
Address: 31315 Chaney Street  
Lake Elsinore, CA 92530

Temescal Valley Water District  
Attn: General Manager  
Address: 22646 Temescal Canyon Rd  
Corona, CA 92883

Notice delivered personally is deemed to be received upon delivery. Notice sent by first class mail shall be deemed received on the fourth day after the date of mailing. Any party may change the above address by giving written notice pursuant to this Section.

**26. CONSTRUCTION:** This Agreement reflects the contributions of all parties and accordingly the provisions of Civil Code § 1654 shall not apply to address and interpret any uncertainty.

**27. NO THIRD PARTY BENEFICIARIES INTENDED:** Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

**28. WAIVERS:** The failure of any party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach.

**29. CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY:** This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to any party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.

**30. FURTHER ASSURANCES AND OBLIGATION OF GOOD FAITH DEALING:** Each party agrees to execute any additional documents and to perform any further acts which may be reasonably required to affect the purposes of this Agreement. Moreover,

consent or approval, where reasonably requested in furtherance of the purposes of this Agreement or compliance with SGMA, shall not be unreasonably withheld by a Member.

**31. COUNTERPARTS:** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**32. AMENDMENT:** This document may only be amended with a vote by all of its Members.

**33. CUA ASSIGNMENT:** To the extent that this Agreement is deemed to be a “material contract” under either of the CUA Management Agreements, the Members have no right to terminate this Agreement, either or without cause, based upon the existence or non-existence of either or both of the CUA Management Agreements. Therefore, if an applicable CUA Management Agreement expires or terminates for any reason, the Members shall remain fully obligated to perform under this Agreement contracting directly with the CUA or another third party contracted by the CUA for the maintenance, management and operation of the applicable utility systems.

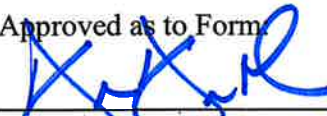
**CITY OF CORONA SIGNATURE PAGE  
FOR  
JOINT POWERS AGREEMENT BY AND AMONG THE CITY OF CORONA,  
ELSINORE VALLEY MUNICIPAL WATER DISTRICT AND TEMESCAL VALLEY  
WATER DISTRICT FOR THE FORMATION OF A JOINT POWERS AUTHORITY  
AND MANAGEMENT OF THE BEDFORD-COLDWATER SUB-BASIN OF THE  
ELSINORE BASIN**


EACH OF THE UNDERSIGNED, having read and considered the above provisions,  
indicate their agreement by their authorized signatures.

CITY OF CORONA,  
a California General Law City organized and  
existing under the laws of the State of California

By:   
Dick Haley  
Mayor

Attest:   
\_\_\_\_\_  
Lisa Mobley  
City Clerk

Approved as to Form   
\_\_\_\_\_  
Dean Derleth  
City Attorney

Consent:   
\_\_\_\_\_  
Darrell Talbert  
Executive Director  
Corona Utility Authority

**ELSINORE VALLEY MUNICIPAL WATER DISTRICT SIGNATURE PAGE  
FOR  
JOINT POWERS AGREEMENT BY AND AMONG THE CITY OF CORONA,  
ELSINORE VALLEY MUNICIPAL WATER DISTRICT AND TEMESCAL VALLEY  
WATER DISTRICT FOR THE FORMATION OF A JOINT POWERS AUTHORITY  
AND MANAGEMENT OF THE BEDFORD-COLDWATER SUB-BASIN OF THE  
ELSINORE BASIN**

EACH OF THE UNDERSIGNED, having read and considered the above provisions,  
indicate their agreement by their authorized signatures.

ELSINORE VALLEY MUNICIPAL WATER  
DISTRICT, a Municipal Water District organized  
under Water Code §§ 71000

By: \_\_\_\_\_

Harvey R. Ryan  
President, Board of Directors

ATTEST



Terese Quintanar  
Secretary to the Board

APPROVED AS TO FORM

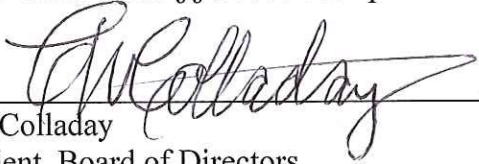


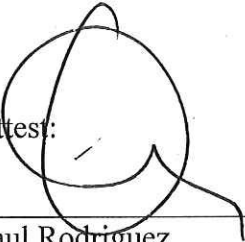
John E. Brown  
General Counsel

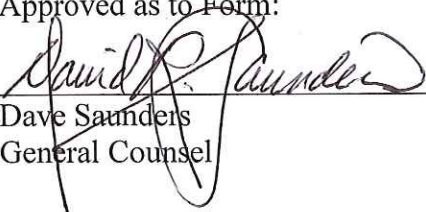
**TEMESCAL VALLEY WATER DISTRICT SIGNATURE PAGE  
FOR  
JOINT POWERS AGREEMENT BY AND AMONG THE CITY OF CORONA,  
ELSINORE VALLEY MUNICIPAL WATER DISTRICT AND TEMESCAL VALLEY  
WATER DISTRICT FOR THE FORMATION OF A JOINT POWERS AUTHORITY  
AND MANAGEMENT OF THE BEDFORD-COLDWATER SUB-BASIN OF THE  
ELSINORE BASIN**

EACH OF THE UNDERSIGNED, having read and considered the above provisions,  
indicate their agreement by their authorized signatures.

TEMESCAL VALLEY WATER DISTRICT,  
a California Water District organized under  
California Water Code §§ 34000 et seq.

By:   
C.W. Colladay  
President, Board of Directors

Attest:   
\_\_\_\_\_  
Paul Rodriguez  
Board Secretary

Approved as to Form:  
  
\_\_\_\_\_  
Dave Saunders  
General Counsel