

# ACTION/DISCUSSION ITEMS

# BOARD VOTE FOR SEC/TREAS

ACCOUNT NUMBER
----------------

**Account Owner**

Name: \_\_\_\_\_

Please Select One:

☐
**Limited Trading Authority**

By signing this form, the Account Owner authorizes the Agent listed below to have the following authority for the brokerage account identified above:

- Buy and sell securities
- Trade or exercise options, to the extent your account is approved for options

☐
**Full Trading and Money Movement Authority**
**• Ineligible Registration types:**

- Individual Retirement Accounts (IRAs)
- Uniform Trust for Minors Account (UTMA)

By signing this form, the Account Owner authorizes the Agent listed below to have the following authority for the brokerage account identified above:

- Buy and sell securities.
- Trade or exercise options to the extent your account is approved for options.
- Initiate withdrawals, including:
  - Disbursement of checks made payable to you and sent to your mailing address of record.
  - Disbursement of funds electronically to accounts you own individually or have already established with standing instructions.
  - Transferring funds into a UnionBanc Investment Services brokerage account that the Account Owner owns individually.

**Note:** Not all registrations are eligible for Limited and/or Full Trading and Money Movement Authorization. In addition, some registrations may require additional documentation. Consult your Financial Advisor for more information.

**Third Party Agent**

NAME OF THIRD PARTY AGENT			DATE OF BIRTH (MM/DD/YYYY)	
<input type="checkbox"/> United States <input type="checkbox"/> Resident Alien <input type="checkbox"/> Non-Resident Alien (W-8 Form required)				
CITIZENSHIP		COUNTRY OF CITIZENSHIP (If Resident or Non-Resident Alien)		
HOME PHONE NUMBER	ALTERNATE PHONE NUMBER	SOCIAL SECURITY NUMBER or TAX ID NUMBER	COUNTRY OF TAX RESIDENCE	
<input type="checkbox"/> Single/Divorced/Widowed <input type="checkbox"/> Married No. of Dependents: _____				
MARITAL STATUS		EMAIL ADDRESS		
LEGAL STREET ADDRESS (No P.O. Boxes)		MAILING ADDRESS (If different from Legal Street Address)		
CITY	STATE/PROVINCE	ZIP/POSTAL CODE	CITY	STATE/PROVINCE
COUNTRY		COUNTRY		

By providing your email address, you consent to receiving emails from UnionBanc Investment Services (including legal notices) as further described in the Investment Services Agreement and in Union Bank's Privacy Policy.

## Identification – Provide identification as required

### Additional Account Owners/Signer – Select one:

- ☐ Legal U.S. Resident Driver's License or any other government issued photo identification (specify type):  
☐ Non U.S. Resident - Passport or any other foreign government issued photo identification that is written in English (specify type):  
**Copy is required.**

### Form of identification:

TYPE OF GOVERNMENT ISSUED ID	ID NUMBER	STATE/COUNTRY OF ID ISSUANCE	ID ISSUANCE DATE	ID EXPIRATION DATE

## Employer Information and Affiliations

☐ Employed   ☐ Retired   ☐ Not Employed

EMPLOYMENT STATUS

OCCUPATION (or former occupation, if retired)

EMPLOYER NAME

TYPE OF BUSINESS

ADDRESS

CITY

STATE/PROVINCE

ZIP/POSTAL CODE

COUNTRY

▶ Neither I, nor anyone bearing a financial interest or discretionary authority over this account is employed by, or affiliated with, a stock exchange or member firm of either an exchange, FINRA, or a municipal securities broker/dealer UNLESS SPECIFIED BELOW: Notification of your intent to open an account will be sent to your employer in accordance with current regulations

NAME OF FIRM

ADDRESS OF FIRM

▶ ☐ I am a control person or an affiliate of a public company under SEC Rule 144 (such as a director, 10% shareholder, or policy-making officer), or an immediate family or household member of such.

NAME OF FIRM

TICKER SYMBOL

If multiple Third Party Agents are being appointed, a separate Trading Authorization Form is required for each Agent.

By signing this Form, I agree to be bound by the **AGREEMENT BETWEEN THE PARTIES** as shown on page 3 of this Trading Authorization Form.

\_\_\_\_\_  
Account Owner Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Account Owner Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Third Party Agent Signature

\_\_\_\_\_  
Date

## AGREEMENT BETWEEN THE PARTIES

### MEANING OF WORDS IN THIS AGREEMENT

In this document, "our," "us" and "we" refers to UnionBanc Investment Services LLC as the context may require. "Account Owner," "I," "you," and "your" refers to the owner(s) of the account as indicated on this Trading Authorization Form. For joint accounts, these terms refer to all owners, collectively and individually. For accounts owned by entities, such as trust or business accounts, these terms refer both to the entity and to all account owners. "Third Party Agent" or "Agent" is the individual identified as such within the Trading Authorization Form.

### Terms and Conditions – Account Owner

#### Our commitments to you

Under this Agreement, we have certain rights and responsibilities. When we accept your Trading Authorization Form, we are agreeing to accept orders on your account from your Agent according to the terms described within these Terms and Conditions. We also agree to provide upon written request the name and address of any credit reporting agency from whom we have obtained information pertaining to this account. Note that we assume no responsibility for reviewing or monitoring any investment decision or activity of the Agent, nor do we provide any tax, legal, or investment advice or recommendations. We further assume no duty to inquire into the authority of the Agent to engage in particular transactions or investment strategies, or to monitor the terms or any oral or written agreement between you and the Agent.

#### Your commitments to us

By signing this form, you, the Account Owner:

- Acknowledge that you have received and read these Terms and Conditions, and that you understand and agree to their terms.
- Authorize us to accept instructions from your Agent on your behalf. This authorization shall be applicable to all assets you hold in the specified account.
- Accept full responsibility for understanding the risks associated with granting account access, and assume sole liability for the financial, tax, and other consequences of all actions and instructions of the Agent.
- Acknowledge that your account will be charged for each trade, as provided in the *UnionBanc Investment Services Commission and Fee Schedule*, that is executed in your account, including trades ordered by an Authorized agent, and you agree to pay these charges.
- Ratify and confirm any and all transactions made by your designated Agent.

### Terms and Conditions – Third Party Agent

#### Your commitments to us

By signing this form, you, the authorized Third Party Agent:

- Acknowledges receipt of and has read these Terms and Conditions, and understand and agree to its terms.
- Agrees to be solely responsible to the Account Owner for instructions placed on their behalf within the brokerage account as shown on the Trading Authorization Form.
- Agrees to act only as specifically authorized by the Account Owner and in compliance with all applicable laws, regulations, and NFS policies.
- Permits us to obtain credit information, verify information provided, and perform a background check on the Agent, and to reject or remove the Agent from this or any other account, at any time and for any reason we see fit.
- Agrees to notify us in writing immediately upon the death or disability of the Account Owner.

### Terms and Conditions – Account Owner and Third Party Agent

#### Trading and Money Movement Authority

Upon granting Full Trading Authority, I authorize my Third Party Agent to distribute money from this account as defined in the Trading Authorization Form.

#### Duration of Third Party Agent's Authorization

The trading authority of the Third Party Agent will remain in effect until any of the following occurs:

- We receive written notice signed by the Account Owner withdrawing this Trading Authorization.
- We receive written notice of resignation from the Agent.
- We receive written notice of the death or incapacity of the Account Owner or Agent.
- We become aware of sufficient cause, in our sole judgment, to remove the Agent. These Terms and Conditions are in addition to any other agreements between the parties and does not restrict any rights that may be created, either now or in the future, by these agreements or by any law. The Third Party Agent understands that UBIS reserves the right to request authorization from the Account Owner prior to executing any transaction requested by an authorized Agent, and to cease accepting instruction from an authorized Agent at UBIS' sole discretion and for its sole protection. We may amend or terminate this Agreement at any time. Outside of changes originating in these ways, no provision of this Agreement can be amended or waived except in writing by an authorized representative of UBIS. UBIS may transfer its interests in this account or Agreement to any of its successors and assigns, whether by merger, consolidation, or otherwise. You may not transfer your interests in your account or agreement except with the prior written approval of UBIS, or through inheritance, corporate dissolution, or similar circumstance, as allowed by law, in which case any rights and obligations in existence at the time will accrue to, and be binding on, your heirs, executors, administrators, successors, or assigns.

By signing this Trading Authorization Form:

#### As Account Owner, you:

- Acknowledge that you have received and read the Trading Authorization Form Agreement Between the Parties, and that you understand and agree to its terms.
- Authorize UBIS to act on the instructions provided in this Form.
- Designate the individual identified in this form as your Authorized Agent, granting that individual the ability to place money movement transactions consistent with the authority stated on this Form, and acknowledge and agree that any disclosure, required or otherwise, may be provided solely to the individual acting on your behalf as part of the scope of his or her authority.
- Understand that the Agent named on this form also has authority to provide withholding elections for specific transactions.
- Certify that the information supplied on this form is complete and accurate.
- Acknowledge that we may remove any Agent from this, or any account, at any time and for any reason.
- Indemnify and hold harmless UnionBanc Investment Services LLC, their officers, directors, employees, agents, affiliates, shareholders, successors, assigns, and representatives from any claim, loss, expense or other liability for effecting transactions and acting upon any instructions given by the Third Party Agent.

#### As Third Party Agent, you:

- Acknowledge that you have received and read the Trading Terms and Conditions, and that you understand and agree to its terms.
- Agree to be bound by current and future terms of all Agreements, and by any applicable disclosures, between the Account Owner and UBIS relating to the account indicated on this Form. This includes the Investment Services Agreement.
- Certify that the information supplied on this Form is complete and accurate.
- Authorize us to obtain credit report on the Agent at any time.
- Acknowledge that we may refuse to approve Agent, or may remove Agent from this or any other account, at any time and for any reason.
- Agree to act in compliance with all applicable laws and regulations.



**RESOLUTION  
ASSOCIATION OR OTHER NON-CORPORATE ORGANIZATION**

P.O. Box 513100, Los Angeles, California 90051-1100  
(800) 634-1100

BE IT RESOLVED THAT \_\_\_\_\_  
(Name and Title of Officer)

is hereby authorized to sell, assign and endorse for transfer, certificates representing stocks, bonds, or other securities now registered or hereafter registered in the name of this

\_\_\_\_\_  
(Type of Organization)

I, \_\_\_\_\_  
(Name and Title of Officer)

of \_\_\_\_\_  
(Name of Organization)

hereby certify that the foregoing is a true copy of a resolution duly adopted by the

\_\_\_\_\_  
(Name of Governing Body of the Organization)

of said \_\_\_\_\_ at a meeting duly held the \_\_\_\_\_

day of \_\_\_\_\_, 20\_\_\_\_, at which a quorum was present and voting and that the same has not been repealed or amended and remains in full force and effect and does not conflict with the \_\_\_\_\_

\_\_\_\_\_  
(Name of Document under which Organization is Operating)

of said \_\_\_\_\_  
(Name of Organization)

(SEAL)

Date \_\_\_\_\_

\_\_\_\_\_  
(If no seal, certify that there is no seal)

\_\_\_\_\_  
Secretary

(Must be signed by Officer authorized to act)

Subscribed And Sworn To Before Me

This \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Notary Public  
(Affix Seal)

ACCOUNT NUMBER

\_\_\_\_\_

Select one: ☐ New Account ☐ Existing Account

#### ADDITIONAL ACCOUNT HOLDERS OR AUTHORIZED INDIVIDUALS

Use this form to provide personal information on any additional individuals associated with a new account (such as a joint owner, authorized individual, administrator, trustee, partner, or participant) or to update a responsible party to an existing account (such as trustee(s), Custodian, etc) (additional documents may be required).

Use one form for each additional account holder/authorized individual.

##### Personal Information

NAME OF ACCOUNT HOLDER, ENTITY NAME, MINOR, TRUSTEE		DATE OF BIRTH (MM/DD/YYYY)	
<input type="checkbox"/> United States <input type="checkbox"/> Resident Alien <input type="checkbox"/> Non-Resident Alien (W-8 Form required)			
CITIZENSHIP		COUNTRY OF CITIZENSHIP (If Resident or Non-Resident Alien)	
HOME PHONE NUMBER	ALTERNATE PHONE NUMBER	SOCIAL SECURITY NUMBER or TAX ID NUMBER	COUNTRY OF TAX RESIDENCE
<input type="checkbox"/> Single/Divorced/Widowed <input type="checkbox"/> Married No. of Dependents: _____			
MARITAL STATUS		EMAIL ADDRESS	
LEGAL STREET ADDRESS (No P.O. Boxes)		MAILING ADDRESS (if different from Legal Street Address)	
CITY	STATE/PROVINCE	ZIP/POSTAL CODE	CITY
			STATE/PROVINCE
			ZIP/POSTAL CODE
COUNTRY		COUNTRY	

By providing your email address, you consent to receiving emails from UBIS (including legal notices) as further described in the Investment Services Agreement and in Union Bank's Privacy Policy.

##### Identification -- Provide identification as required

###### Additional Account Owners/Signer -- Select one:

- ☐ Legal U.S. Resident Driver's License or any other government issued photo identification (specify type):
- ☐ Non U.S. Resident - Passport or any other foreign government issued photo identification that is written in English (specify type):  
Copy is required.

Notification of your intent to open an account will be sent to your employer in accordance with current regulations.

###### Form of identification:

TYPE OF GOVERNMENT ISSUED ID	ID NUMBER	STATE/COUNTRY OF ID ISSUANCE	ID ISSUANCE DATE	ID EXPIRATION DATE
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##### Employer Information and Affiliations

<input type="checkbox"/> Employed <input type="checkbox"/> Retired <input type="checkbox"/> Not Employed	Neither I, nor anyone bearing a financial interest or discretionary authority over this account is employed by, or affiliated with, a stock exchange or member firm of either an exchange, FINRA, or a municipal securities broker/dealer UNLESS SPECIFIED BELOW: Notification of your intent to open an account will be sent to your employer in accordance with current regulations
EMPLOYMENT STATUS	
OCCUPATION (or former occupation, if retired)	NAME OF FIRM
EMPLOYER NAME	ADDRESS OF FIRM
TYPE OF BUSINESS	<input type="checkbox"/> I am a control person or an affiliate of a public company under SEC Rule 144 (such as a director, 10% shareholder, or policy-making officer), or an immediate family or household member of such.
ADDRESS	NAME OF FIRM
CITY	TICKER SYMBOL
STATE/PROVINCE	
ZIP/POSTAL CODE	
COUNTRY	

Provided under a separate cover, I hereby agree to read and be bound by the terms of the Investment Services Agreement as currently in effect and as may be amended from time to time. This account is governed by a Pre-Dispute Arbitration Agreement located on page 26 and 27, section # 33 of the Investment Services Agreement.

Signature required only for updates to responsible parties to an existing account.

Signature

Date

# MOU W/ FLOOD CONTROL

**MEMORANDUM OF UNDERSTANDING BETWEEN THE TEMECULA-ELSINORE-  
ANZA-MURRIETA RESOURCE CONSERVATION DISTRICT AND RIVERSIDE  
COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

This Memorandum of Understanding ("MOU") is entered into by and between the Temecula-Elsinore-Anza-Murrieta Resource Conservation District ("TEAM RCD"), a California resource conservation district, and Riverside County Flood Control and Water Conservation District ("Flood Control"), a California special district. TEAM RCD and Flood Control may each be referred to separately as a "Party" or together as the "Parties" or "Districts".

**RECITALS**

WHEREAS, pursuant to Public Resources Code section 9001, the California Legislature has found that resource conservation is of fundamental importance to the prosperity and welfare of the state and has authorized resource conservation districts to organize and operate for the purposes of soil and water conservation, among other purposes, in open areas, agricultural areas, urban areas, wildlife areas, and residential areas; and

WHEREAS, TEAM RCD is a resource conservation district created and authorized pursuant to Public Resources Code section 9001 et seq., with a service area covering approximately 789 square miles in northwestern Riverside County; and

WHEREAS, Flood Control is a California special district, which provides, among others, identification of flood hazards and problems, regulation of floodplains, drainage and development; and

WHEREAS, the Parties desire to enter into this MOU to establish mutual cooperation wherein TEAM RCD may provide needed services to Flood Control pursuant to separate written contracts;

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms and conditions contained herein, TEAM RCD and Flood Control hereby agree as follows:

1. Services. TEAM RCD agrees, at its discretion, to make available to Flood Control, TEAM RCD's staff, agents and subcontractors who are qualified to provide specific activities and services ("Services") within the jurisdiction of TEAM RCD. Such Services shall include, but not be limited to, those set forth in Exhibit A, attached hereto and incorporated herein by this reference. Flood Control may, at its discretion, retain such Services from TEAM RCD. Nothing in this MOU prohibits Flood Control from acquiring the same type of Services from other sources, when deemed by Flood Control to be in its best interest.

2. Separate Contract. It is expressly understood and agreed that prior to the commencement of any Services by TEAM RCD, a separate written contract ("Contract") setting forth the terms and conditions of the Services is required. Such Contract must be approved by the Governing Board of the respective Districts and signed by the President of TEAM RCD and an authorized representative of Flood Control. The Contract will delineate the scope of work, any specific certifications or licenses required, the expected duration of the Services, and the amount of compensation for Services rendered by TEAM RCD.

3. Independent Contractor. The Parties agree that TEAM RCD is, for purposes relating to the Contract, an independent contractor and shall not be deemed an employee of Flood Control. It is expressly understood and agreed that TEAM RCD (including its employees, if any, staff, agents and subcontractors) shall in no event be entitled to any employee benefits from Flood Control, including but not limited to overtime, any retirement benefits, workers' compensation benefits, and injury leave or other leave benefits.

4. Contract Provisions. Unless otherwise agreed to by the Parties in the Contract, the following provisions will be included in the Contract:

4.1 Payment. TEAM RCD shall provide to Flood Control a detailed invoice for all activities performed pursuant to the Contract by the end of each quarter. Flood Control shall render payment to TEAM RCD no later than forty-five (45) days after the receipt of any invoice or within three (3) business days of the next Flood Control Board of Supervisors' meeting following the receipt of the invoice, whichever is later. All invoices must identify: (1) the type of work provided, (2) the person(s) who performed such work, (3) the hourly rate of each person performing the work, (4) the date(s) of service, (5) the time spent providing such services, and (6) the total amount of the invoice in question.

4.2 Wage Payment. TEAM RCD expressly agrees that it will be solely responsible for the payment of any and all wages due and owing its employees, if any, staff, agents or subcontractors arising out of services to Flood Control pursuant to the Contract and that all payments will be made in accordance with California, federal, and any other applicable law. TEAM RCD further expressly agrees that it will be solely responsible for all required benefits owed to TEAM RCD employees, if any, staff, and agents, whether required by statute, rule, regulation, contract or otherwise.

4.3 Mutual Indemnification. TEAM RCD and Flood Control each agree to defend, indemnify, and hold harmless the other Party, including its directors, officials, officers, employees, consultants, subcontractors, volunteers, and agents, from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage, or injury, in law or equity, to property or persons, to the extent arising out of or incident to any negligent acts, omissions, or willful misconduct of the indemnifying party or its directors, officials, officers, employees, consultants, subcontractors, volunteers, and agents arising out of or in connection with the performance of the Contract, including, without limitation, the payment of all consequential damages and attorneys' fees and other related costs and expenses.

4.4 Insurance. TEAM RCD shall procure and maintain during the period of performance of the Contract, and for twelve (12) months thereafter, adequate third party policies of insurance from an insurance company or companies authorized to do business in the State of California that covers any activities performed by TEAM RCD under the Contract. Proof of this insurance shall be provided to Flood Control within one (1) week of the effective date of the Contract. TEAM RCD will advise Flood Control in the event that the required third party insurance is about to or expected to lapse.

5. Term. The term of this MOU shall be for the period of one (1) year from the date of full execution of this MOU by both Parties ("Initial Term"). The term of this MOU shall be automatically extended for additional one (1) year terms ("Extended Term" or "Extended Terms," as appropriate) unless either Party terminates this MOU pursuant to Section 6, below.

6. Amendment and Cancellation. This MOU shall be effective when signed by both Parties. It contains the entire agreement between the Parties with respect to the matters herein provided for. It may be amended only by mutual written consent of both Parties, and either Party may cancel this MOU at any time upon thirty (30) days' written notice by so notifying the other Party by certified mail.

7. Notices. Any notice, demand, request, consent, approval, or communication that either Party is required to give to the other Party shall be in writing and either served personally or sent by first class mail, postage prepaid, to the appropriate address set forth below. Either TEAM RCD or Flood Control may change the name or address to which its notices are sent by delivering written notice to the other Party at the address listed in this Section. The addresses for the Parties are as follows:

To TEAM RCD at:

Temecula-Elsinore-Anza-Murrieta  
Resource Conservation District  
P.O. Box 2078  
Temecula, CA 92593-2078

To Flood Control at:

Riverside County Flood Control and Water  
Conservation District

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8. Severability. If any portion of this MOU is declared by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this MOU shall continue in full force and effect.

9. Governing Law and Venue. This MOU shall be construed in accordance with and governed by the laws of the State of California. Any lawsuit brought to enforce this MOU shall be brought in an appropriate court in Riverside County, State of California.

10. Authority. Each Party to this MOU warrants to the other that it is duly organized and existing and that it and the respective signatories have full right and authority to enter into and consummate this MOU and bind the Parties thereto.

11. Counterparts. This MOU may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this MOU.

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

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION  
DISTRICT, a California special district

By: \_\_\_\_\_  
Rose Corona, President  
Board of Directors

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

## **EXHIBIT A SERVICES**

Use of TEAM RCD staff, agents, and subcontractors, or any combination of same, may include, but is not limited to, the following Services:

1. Assistance with the biological monitoring and reporting;
2. Assistance with mitigation work;
3. Assistance with the development of the projected costs associated with implementing mitigation and conservation easements;
4. Assistance with the development of habitat mitigation and monitoring plans; and
5. Assistance with related Flood Control projects or programs.

# PIERCE'S DISEASE FIELD DAY

Subject **Pierce's Disease Field Day**  
From Krista Chaich <Krista@temeculawines.org>  
To rose.corona@teamrcd.org <rose.corona@teamrcd.org>  
Date 2018-01-08 14:24



Hi Rose,

Ben Drake suggested that I reach out to you. Our viticulture committee recently met with Susie Kirschner from the Inland Empire Resource Conservation District and Jeff Borum with the East Stanislaus Resource Conservation District to discuss possible use of grant funds in our area. Their thought was to hold a Pierce's Disease workshop and subsequent field day in Temecula. They're interested in working with other RCD's in the area as well. Ben just wanted to make sure that it's alright with you that we're working with them, as we were unaware that there may be a conflict.

Please let me know your thoughts....and if you're comfortable with them moving forward, how can we get your group involved? Thanks, much!

Krista Chaich  
Executive Director  
Temecula Valley Winegrowers Association  
E: [krista@temeculawines.org](mailto:krista@temeculawines.org)  
P: 800.801.WINE (9463) || F: 951.699.2353



2018 ~ Celebrating 50 years of the People, Passion and Perserverance of Temecula Valley Wine Country!



**Annual Barrel Tasting – January 27-28, 2018. Click [here](#) for tickets!**

**FAIRWAY ESTATES**

Subject **Re: Fairway Estates Proposal**  
From James Law <jlaw@sawatershed.org>  
To Hugh Wood <hwood@sawatershed.org>  
Cc Rose Corona <rose.corona@teamrcd.org>  
Date 2018-01-30 11:57



Ok I will give him a call and setup a meeting. Once I have an idea of what they are looking at I will draft a proposal and we can work with Rose prior to commencing the work,

Thanks,

J

On Tue, Jan 30, 2018 at 10:48 AM, Hugh Wood <[hwood@sawatershed.org](mailto:hwood@sawatershed.org)> wrote:

I spoke with a Juan Romero from Fairway this morning and he would like to schedule time to go out and provide an estimate and options on doing some removals from Creek area. Would you call him and set that up . I don't need to attend.

His number is (951) 359 2850. Rose Corona should be involved in that estimate in that it is their 1600 Permit we will use and it will be TEAMRCD who files the report.

Sent from my iPhone

**GREER RANCH AND  
ADELINE FARMS  
BIOLOGICAL  
MONITORING REPORTS**

**Adeline Farms  
2017 Annual Monitoring Report  
In Support of Conservation Easement # 2010-0054419  
Recorded: 02/05/2010**

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**Prepared by  
Santa Ana Watershed Association**

**Prepared for  
Temecula-Elsinore-Anza-Murrieta Resource Conservation District**



**January 2018**



## INTRODUCTION

The Adeline Farms Conservation Easement (CE) is located in the City of Winchester, Riverside County, west of Lake Skinner dam. The site is rectangular in shape and lies north of Benton Road, south of Shrimp Lane, west of Washington Street, and east of Pourroy Road.

The Conservation Easement provides mitigation for certain impacts of the project by the Grantor (Shea Homes Limited Partnership) pursuant to the requirements of the (1) California Department of Fish and Wildlife (CDFW) Streambed Alteration Agreement (1600-2003-5039-R6), (2) U.S. Army Corps of Engineers (ACOE) Section 404 Permit No. 200301453-JPL, (3) the Section 401 Water Quality Certification File No. 03C-099 and (4) the Formal Section 7 Concurrence for the Stephens' kangaroo rat (*Dipodomys stephensi*).

The Temecula-Elsinore-Anza-Murrieta Resource Conservation District (TEAMRCD) has taken the authority as the Grantee of the Conservation Easement (CE) for the project, and is responsible for ensuring that the property contained within the CE be preserved in its natural condition and retains the conservation value that was defined. As noted in Section 1 of the CE under "COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS", the purpose of the CE is to "ensure the Property will be retained forever in a natural condition and to prevent any use of the Property that will impair or interfere with the conservation values of the Property. Grantor intends that this Conservation Easement will confine the use of the Property to such activities, including without limitation, those involving the preservation and enhancement of native species and their habitat in a manner consistent with the habitat purposes of this Conservation Easement."

To ensure the Conservation Values are retained as defined by the CE and that the Grantor or its agents has not engaged in Prohibited Uses as defined in Section 3 of the CE, the TEAMRCD contracted the Santa Ana Watershed Association (SAWA) to perform annual monitoring of the property. Dave McElroy (TEAMRCD) performed quarterly site visits on May 9, August 15, and October 15, 2017. SAWA biologists Nicole Housel (Biologist II) and Florence Chan (Biologist II) conducted a site visit on December 15, 2017 to document the condition of the easement area and to determine whether or not the conditions as outlined in the CE are being followed. No field measurements were taken nor cover estimates made for vegetation, as this is not part of the monitoring provisions of the CE.

## OBSERVED CONDITIONS

**Photo Documentation:** A series of photos were taken (see below) along the entire easement from various access points. See Map 1 for locations and Table 1 for a list of photo points containing GPS coordinates and the direction in which the photos were taken. A new photo point was initiated between AF3 and AF4 to better document site conditions in that area.

The following contains a summary of relevant findings within some portions of the Conservation Easement from the site visit on December 15, 2017.

- 1) Native plant die-off (mulefat, *Baccharis salicifolia*; willow species, *Salix* sp.) at east end of easement near Washington Street (Photo Point AF1).

- 2) Numerous dead cottonwood trees (*Populus* sp.) along the entire easement (Photo Point AF2).
- 3) Non-native plant species observed in the easement area: Tamarisk (*Tamarix ramosissima*), Pampas grass (*Cortaderia selloana*), Eucalyptus sp., and Peruvian pepper tree (*Schinus molle*).
- 4) A new culvert has been created at Photo Point AF3 and mulefat has been recently planted in the area (see photo, page 9). Machinery used in the new plantings left tracks in the easement.
- 5) Debris (brush) pile-up and old irrigation boxes, most likely left by landscapers (see photo, page 10).
- 6) Numerous areas throughout the easement were either devoid of vegetation or contained only sparse vegetation (see photo, page 10).

#### **RECOMMENDED FOLLOW-UP ACTIONS**

- 1) Non-native species should be removed or treated in the near future.
- 2) Site cleanup of trash, brush piles, and old irrigation boxes.

Map 1. Location of Adeline Farms Conservation Easement Photo Points



Table 1. Adeline Farms Conservation Easement Photo Point Coordinates and Bearings

Photo Point #	Direction	Coordinates (WGS84)
AF1	107°	492194 E, 3717193 N
AF2	236°	491908 E, 3717187 N
AF3	245°	491369 E, 3717176 N
AF4	290°	490637 E, 3717159 N
AF5	141°	491002 E, 3717177 N

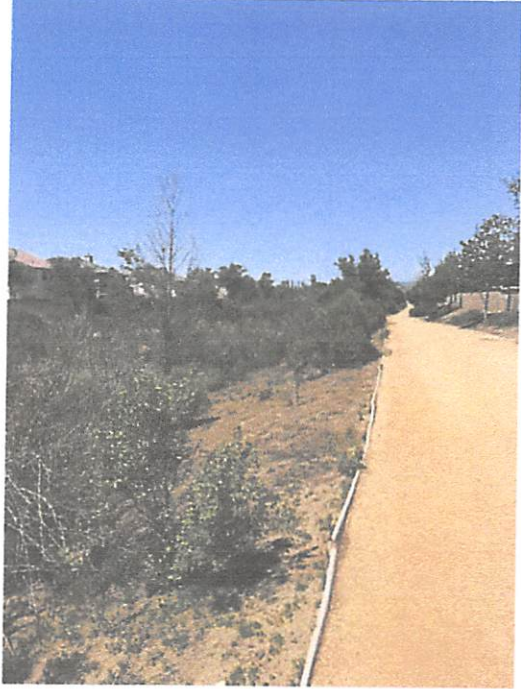
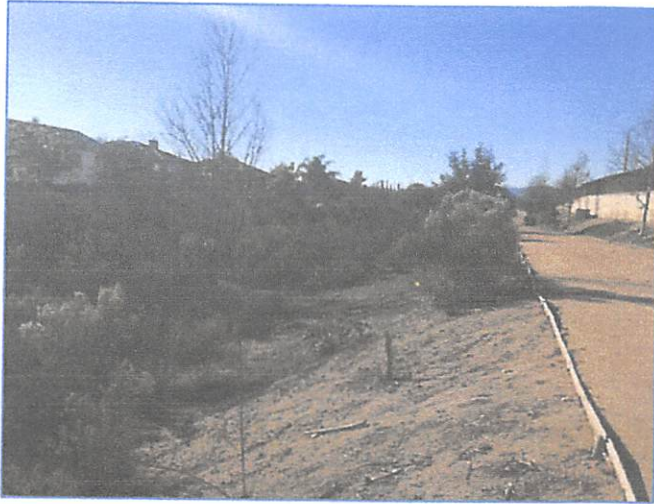
Adeline Farms Conservation Easement Photo Points (PP)

Photo Point AF1: die-off and re-sprouts of mulefat along eastern end of the easement.

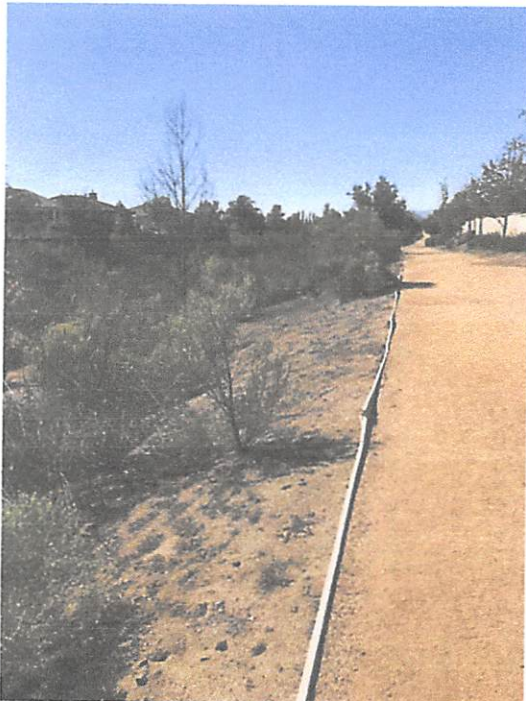


Photos taken 12/19/2016 (left) and 12/15/2017 (right) by SAWA.

Photo Point AF2: North edge of easement area, looking west.



Photos taken 12/19/2016 (left) by SAWA and 5/9/2017 (right) by D. McElroy (TEAMRCD).



Photos taken 10/15/2017 (left) by D. McElroy (TEAMRCD) and 12/15/2017 (right) by SAWA.

Photo Point AF3: North edge of easement area, looking west.

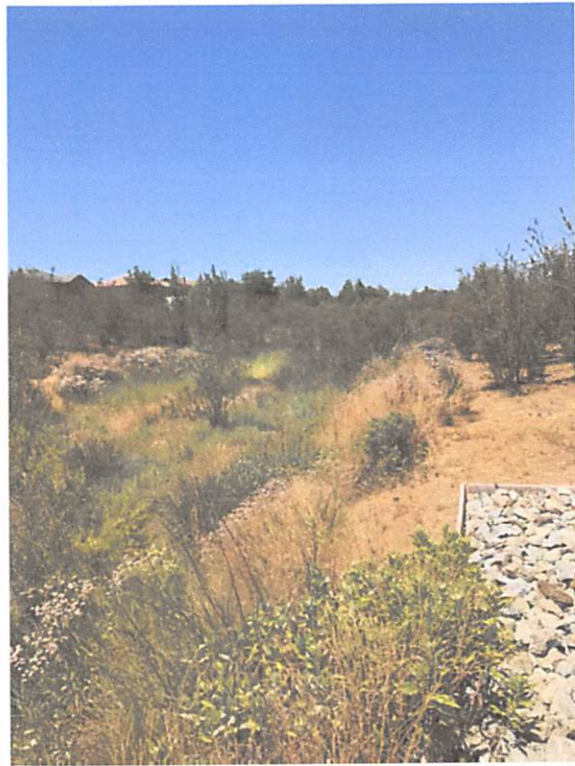
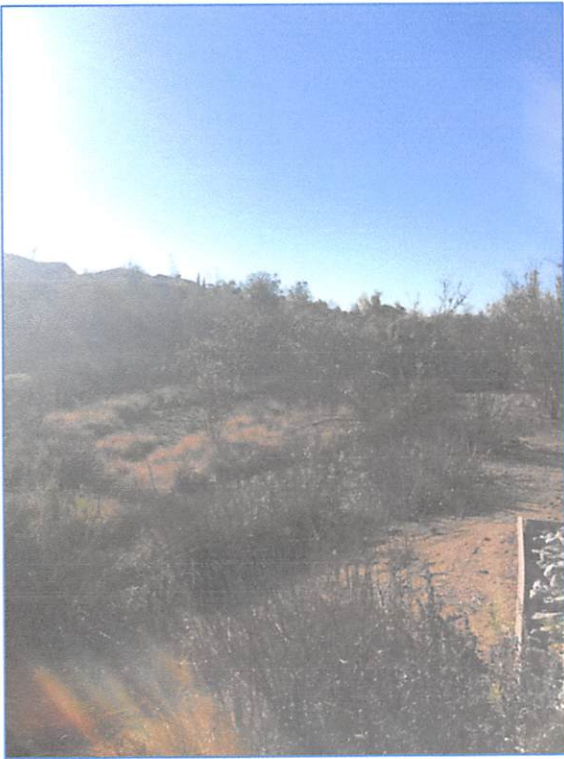


Photo taken 12/19/2016 (left) by SAWA and 5/9/2017 (right) by D. McElroy (TEAMRCD).

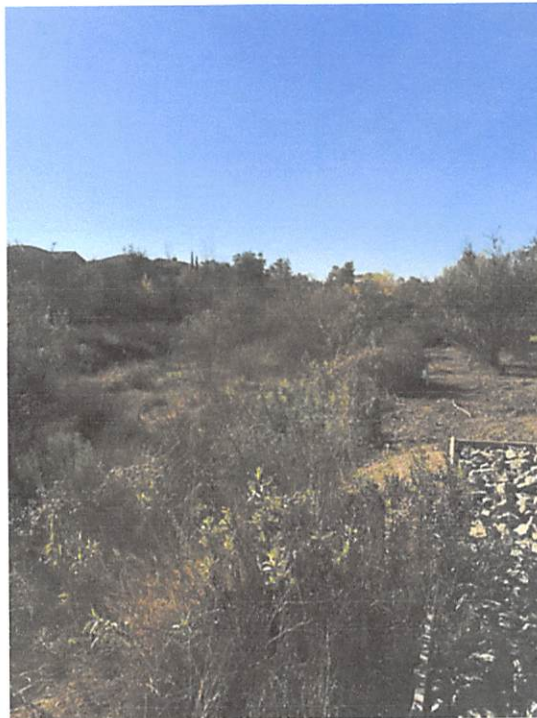
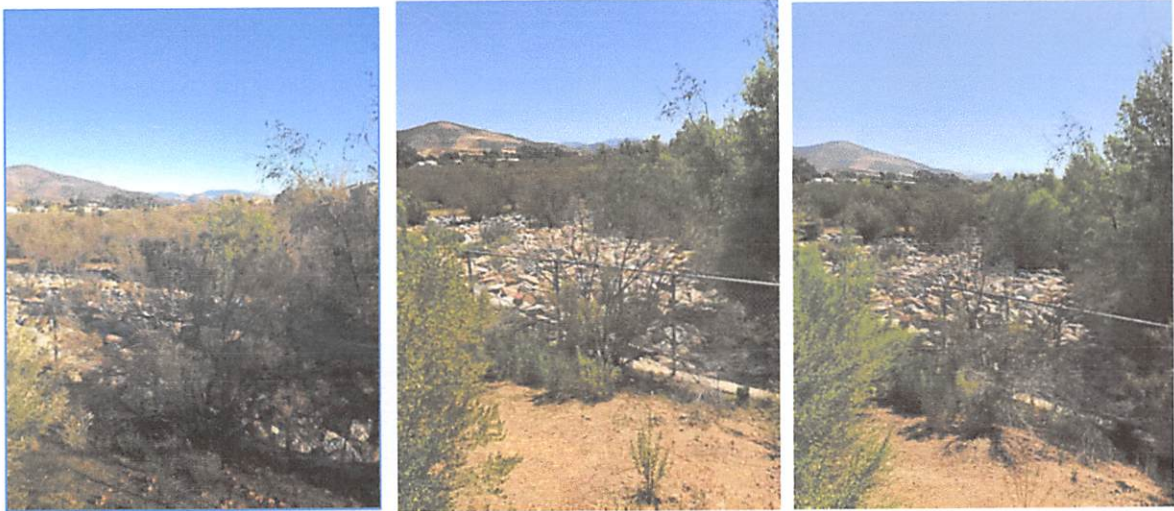


Photo taken 12/15/2017 by SAWA.

Photo Point AF4: Looking upstream near Pourroy Rd.



Photos taken 12/19/2016 (left) by SAWA, 5/9/17 (middle), and 8/15/2017 (right) by D. McElroy (TEAMRCD).



Photos taken 10/15/2017 (left) by D. McElroy (TEAMRCD) and 12/15/2017 (right) by SAWA.

Photo Point AF5: new photo point between AF3 and AF4; Photo taken looking to the southeast on 12/15/2017 by SAWA.



New culvert and mulletfat plantings at AF3; photos taken looking east.



Photos taken on 10/15/2017 (left) by D. McElroy (TEAMRCD) and 12/15/2017 (right) by SAWA.

Brush pile located in the easement, near the west end of Shrimp Lane.



Photos taken 5/19/2017 (left) by D. McElroy (TEAMRCD) and 12/15/2017 (right) by SAWA.

Portions of the easement were devoid of vegetation or contained sparse vegetation; left photo taken near eastern end of project site; right photo taken looking west at 491614 E, 3717193 N.



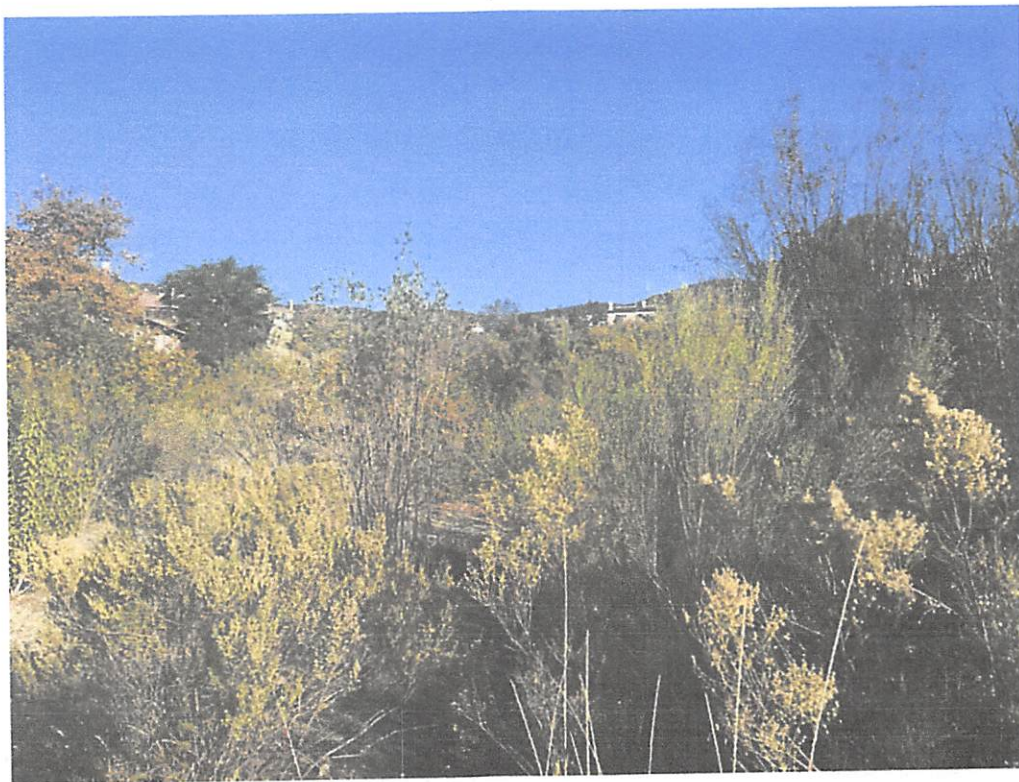
Photo taken on 8/15/2017 (left) by D. McElroy (TEAMRCD) 12/15/2017 (right) by SAWA.

**Greer Ranch**  
**2017 Annual Monitoring Report**  
**In Support of Conservation Easement #: 2009-051527**  
**Recorded: 03/27/2009**

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**Prepared by**  
**Santa Ana Watershed Association**

**Prepared for**  
**Temecula-Elsinore-Anza-Murrieta Resource Conservation District**



**January 2018**



## **INTRODUCTION**

Greer Ranch (the "Project") is located in the City of Murrieta, western Riverside County, California (Sections 32 and 33, Range West, Township 6 South, USGS Murrieta quadrangle). Pursuant to requirements of the (1) U.S. Army Corps of Engineers (ACOE) Section 404 Permit No. 200000122 and amendments thereto, (2) the ACOE's Section 404 Permit No. 200101313 and amendments thereto and (3) the U.S. Fish and Wildlife Service's Biological Opinion No. FWS-WRIV-3059.1, approximately 267.98 acres of natural areas were established to mitigate for certain impacts of the Project by the Grantor (Lennar Greer Ranch Venture, LLC).

The Temecula-Elsinore-Anza-Murrieta Resource Conservation District (TEAMRCD) has taken the authority as the Grantee of the Conservation Easement (CE) for the Project, and is responsible for ensuring that the property contained within the CE be preserved in its natural condition and retains the conservation value that was defined. As noted in the CE under "COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS" Section 1(a), the purpose of the CE is "to ensure the Property will be preserved in a Natural Condition, as defined herein, in perpetuity, for gnatcatcher, vireo, and other wildlife conservation, and to prevent, subject to the duties and rights retained by Grantor hereunder, any other use of the Property that will impair or interfere with the Conservation Values of the Property, as long as such uses or restrictions are consistent with the maintenance and management activities associated with the detention basins, brow ditches, rip-rap, and drain inlets shown on Exhibit E attached hereto and are consistent with the concepts contained in this Section 1(a)."

To ensure the Conservation Values are retained as defined by the CE and that the Grantor or its agents has not engaged in Prohibited Uses as defined in Section 3 of the CE, the TEAMRCD contracted the Santa Ana Watershed Association (SAWA) to perform annual monitoring of the property. Quarterly site visits were performed by Dave McElroy (TEAMRCD) on May 9, August 15, and October 15, 2017. SAWA biologists Nicole Housel (Biologist II) and Florence Chan (Biologist II) conducted a site visit on December 15, 2017 to document the condition of the easement areas and to determine whether or not the conditions as outlined in the CE are being followed. No field measurements were taken nor cover estimates made for vegetation, as this is not part of the monitoring provisions of the CE.

## **OBSERVED CONDITIONS**

**Photo Documentation:** A series of photos were taken (see below) along the entire easement from various access points. See Map 1 for locations and Table 1 for a list of photo points containing GPS coordinates and the direction in which the photos were taken.

The following contains a summary of relevant findings within some portions of the Conservation Easement from the site visit on December 15, 2017.

**Downstream of Crabapple Street:**

- 1) Possible blockage in culvert at downstream end of easement, after spillway (Photo Point GR1; see photos, page 6 and 10).
- 2) Non-native plant species observed in the easement area: Tree tobacco (*Nicotiana glauca*), Tamarisk (*Tamarix ramosissima*), Pampas grass (*Cortaderia* sp.), Palm sp., Russian thistle (*Salsola tragus*), and Peruvian pepper tree (*Schinus molle*).
- 3) No signs or other notifications saying "Natural Area Open Space," "Protected Natural Area," or similar descriptions.
- 4) Broken fence panel, plastic planting pots, and other refuse in habitat (see photo, page 10).
- 5) Pet exclusion fencing is missing or down along the western boundary of the easement (see photo, page 11).

**Crabapple Street to Pumpkin Street:**

- 1) Non-native plant species observed in the easement area: Peruvian pepper tree, Mustard (*Brassica* sp.), and Tamarisk.
- 2) No signs or other notifications saying "Natural Area Open Space," "Protected Natural Area," or similar descriptions.
- 3) Debris (brush) piles, landscaping soils, and lime likely left by landscapers in the habitat (see photos, page 12).

**Pumpkin Street to Bottlebrush Way:**

- 1) Non-native plant species observed in the easement area: Pampas grass.
- 2) No signs or other notifications saying "Natural Area Open Space," "Protected Natural Area," or similar descriptions.

**Easement area north of intersection of Treefoil Street/Bent Grass Avenue:**

- 1) No signs or other notifications saying "Natural Area Open Space," "Protected Natural Area," or similar descriptions.

**Bottlebrush Way near Fern Pine Way:**

- 1) Non-native plant species observed in the easement area: Tamarisk.

**Evandel Road (by Iceplant Lane):**

- 1) Non-native plant species observed in the easement area: Tamarisk (see photo point GR19, page 25).

**Greer Road (from Pabesu Road to Nutmeg Street):**

- 1) Non-native plant species observed in the easement area: Tree tobacco, Peruvian pepper tree, Tamarisk.
- 2) Landscaping plants along the slope have begun to encroach into the riparian habitat (see photo point GR21, page 27).
- 3) Blockage of pipes downstream near Nutmeg Street appears to be causing inundation of willows and other native species (see photos, pages 29). Evidence of beaver observed in the area (see photo, page 30).

**RECOMMENDED FOLLOW-UP ACTIONS**

- 1) Place signs stating that the area is a "Natural Area Open Space," "Protected Natural Area," or a similar description in parcels that do not currently contain them;
- 2) Non-native species should also be removed or treated in the near future;
- 3) Debris piles, landscaping soils, and other refuse should be removed;
- 4) Culverts should be cleared of debris to allow water to drain downstream.

Photo Point #	Direction	Coordinates (WGS84)
GR1	354°	482726 E, 3718385 N
GR2	346°	482717 E, 3718431 N
GR3	35°	482680 E, 3718474 N
GR4	207°	482833 E, 3718657 N
GR5	0°	482845 E, 3718710 N
GR6	314°	482885 E, 3718723 N
GR7	170°	482854 E, 3718837 N
GR8	330°	482843 E, 3718857 N
GR9	187°	482841 E, 3718938 N
GR10	306°	482835 E, 3718951 N
GR11	338°	482987 E, 3719077 N
GR12	77°	483248 E, 3719165 N
GR13	226°	483287 E, 3719179 N
GR14	128°	483574 E, 3719153 N
GR15	72°	483121 E, 3718756 N
GR16	89°	482263 E, 3719053 N
GR17	254°	482263 E, 3719053 N
GR18	355°	482077 E, 3718727 N
GR19	243°	481190 E, 3718690 N
GR20	283°	481133 E, 3718708 N
GR21	203°	481633 E, 3718109 N
GR22	53°	481313 E, 3717804 N

Photo Points (PP) of Greer Ranch Conservation Easement Areas

Photo Point GR1: Downstream of Crabapple St., below spillway. Water is not draining due to blocked metal culverts.

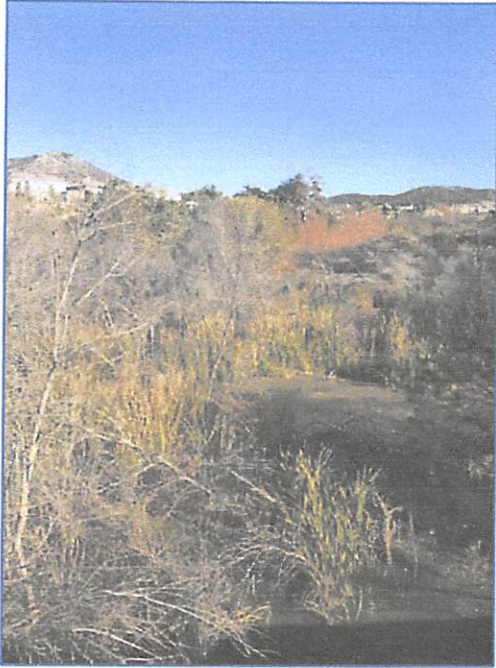


Photos taken 12/19/2016 (left) by SAWA and 5/9/2017 (right) by D. McElroy (TEAMRCD).



Photo taken 12/15/2017 by SAWA.

Photo Point GR2: Downstream of Crabapple St.



Photos taken 12/19/2016 (left) by SAWA and 10/15/2017 (right) by D. McElroy (TEAMRCD).

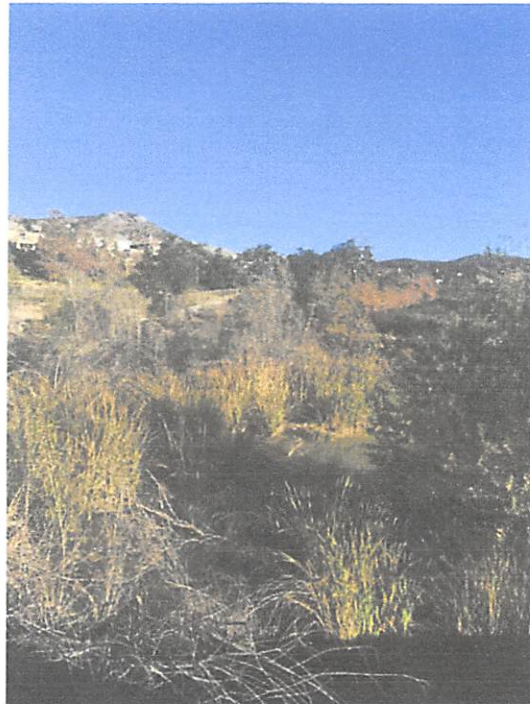
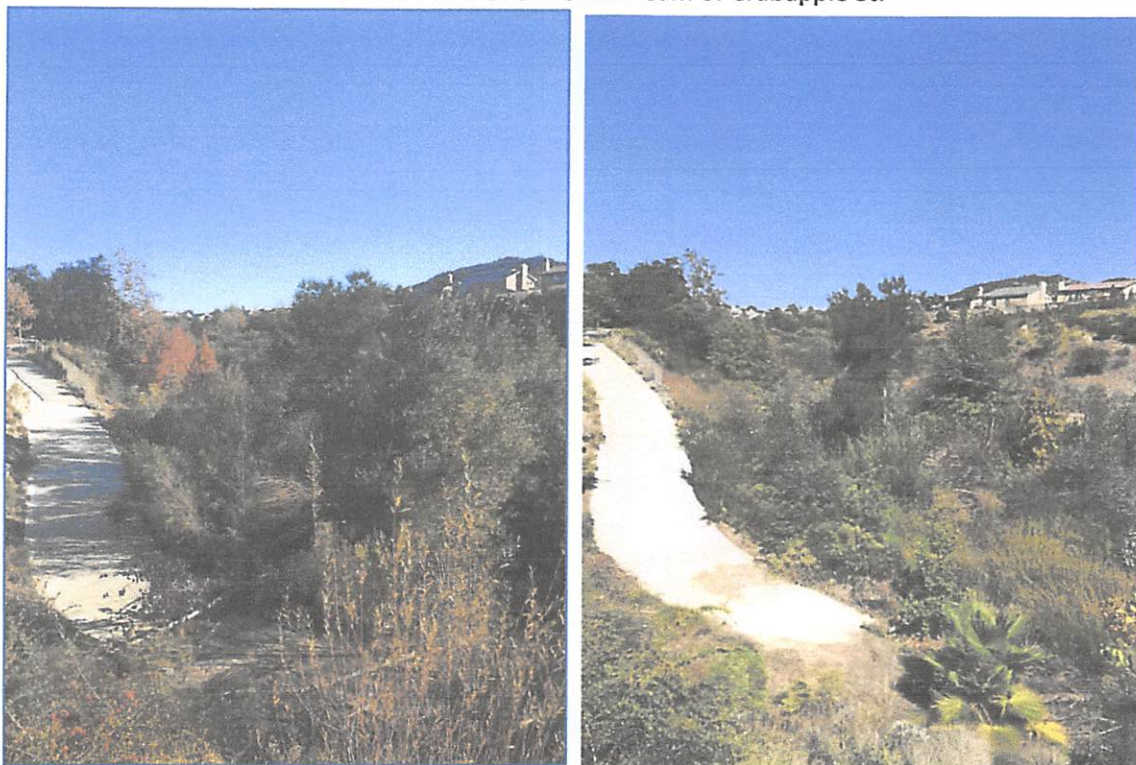


Photo taken 12/15/2017 by SAWA.

Photo Point GR3: Downstream of Crabapple St.



Photos taken 12/19/2016 (left) by SAWA and 10/15/2017 (right) by D. McElroy (TEAMRCD).

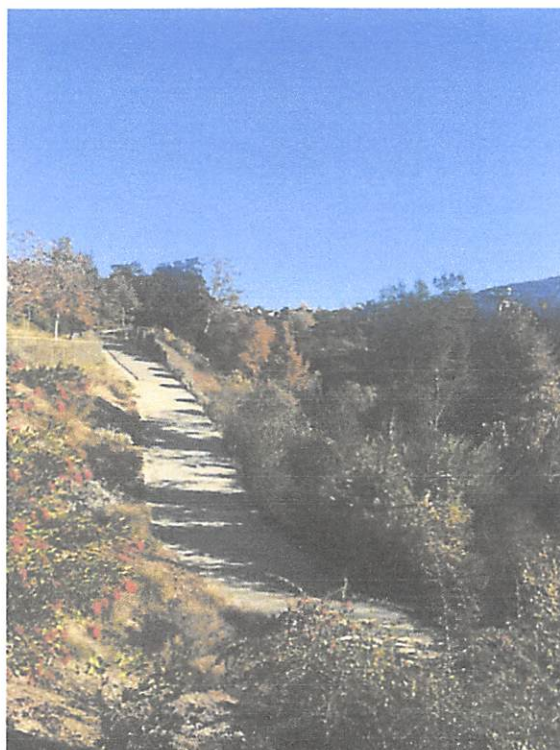
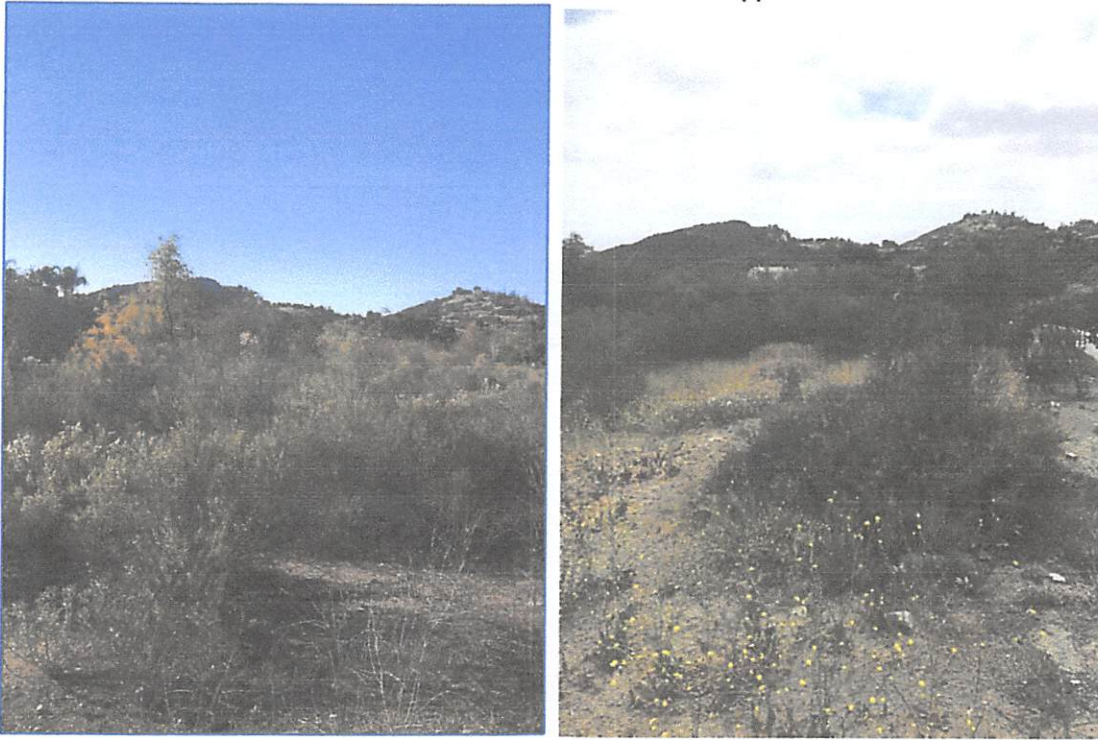
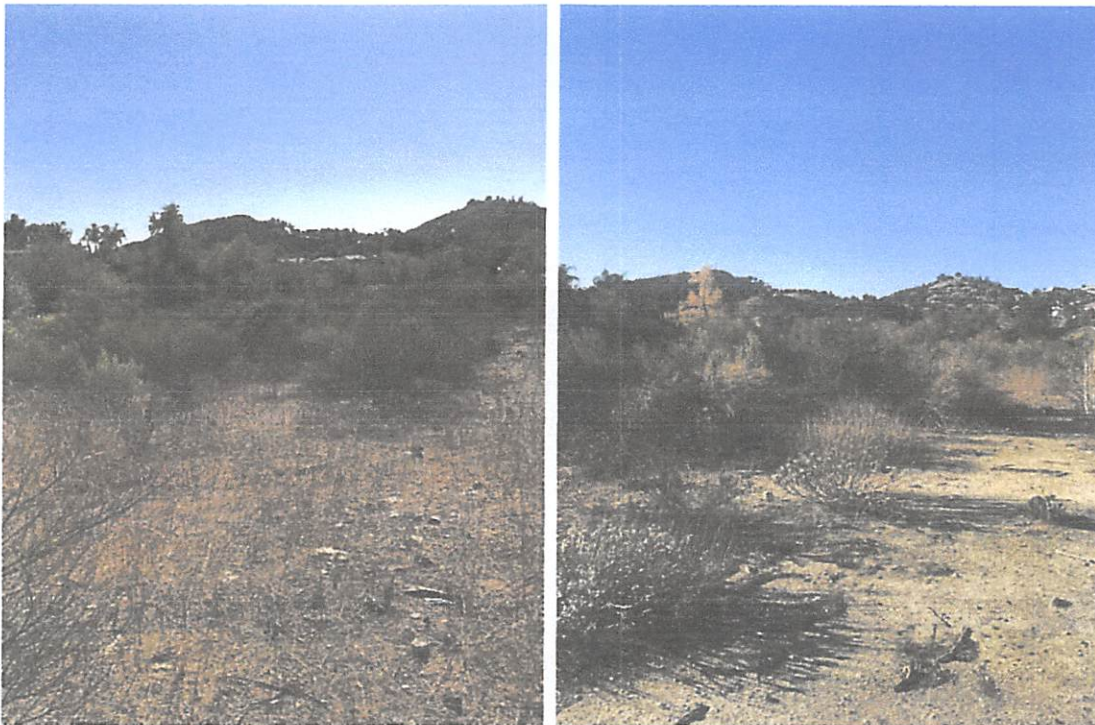


Photo taken 12/15/2017 by SAWA.

Photo Point GR4: Downstream of Crabapple St.



Photos taken 12/19/2016 (left) by SAWA and 5/9/2017 (right) by D. McElroy (TEAMRCD).



Photos taken 10/15/2017 (left) by D. McElroy (TEAMRCD) and 12/15/2017 (right) by SAWA.

Drainage is inundated with stagnant water. Culvert is blocked and there is evidence of beaver (*Castor canadensis*) in the area.



Photo taken 12/15/2017 by SAWA.

Broken fence, plastic pots, and refuse in the easement. Photo taken at 482716 E, 3718526 N.



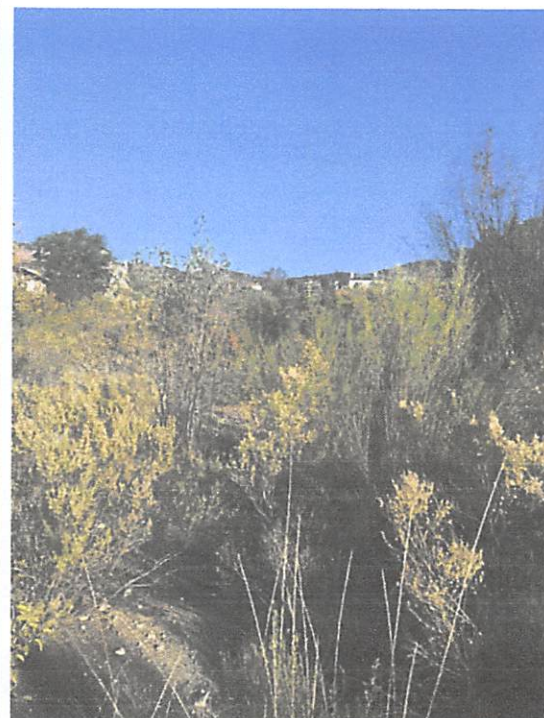
Photo taken 12/15/2017 by SAWA.

Pet exclusion fencing is down or missing along the easement boundary; Photo taken at White Alder Ct cul de sac.



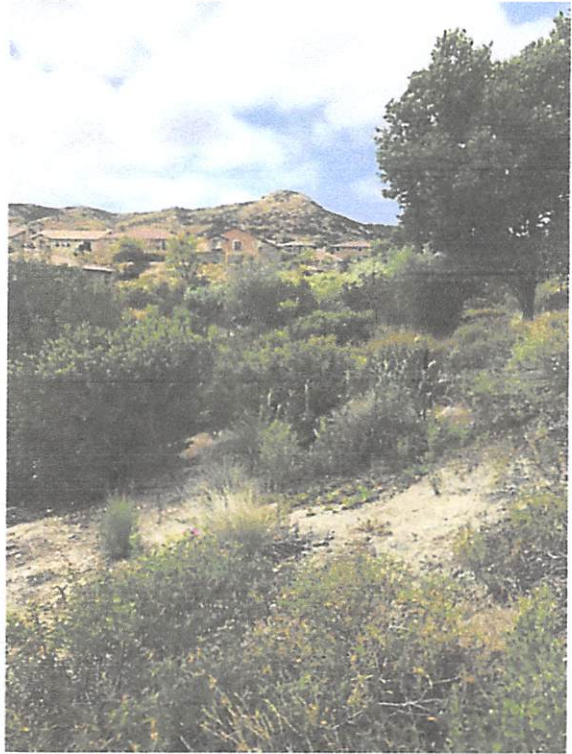
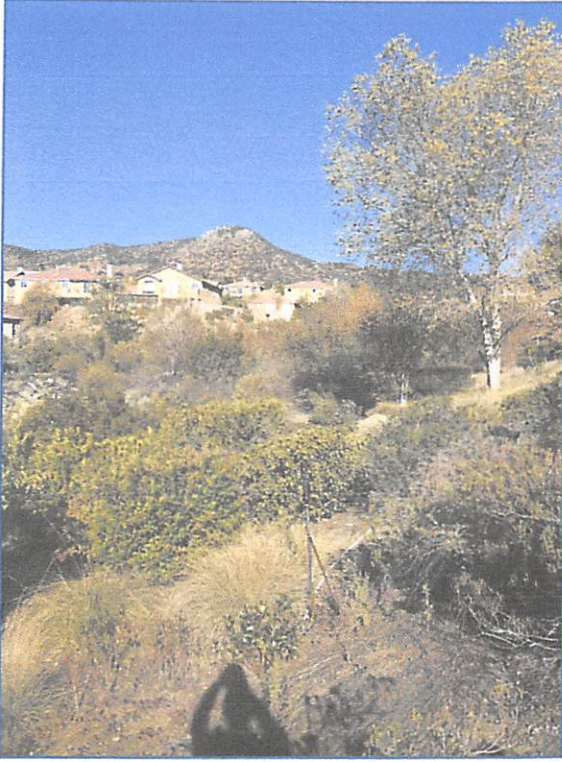
Photo taken 12/15/2017 by SAWA.

Photo Point GR5: Crabapple St. looking toward Pumpkin St.

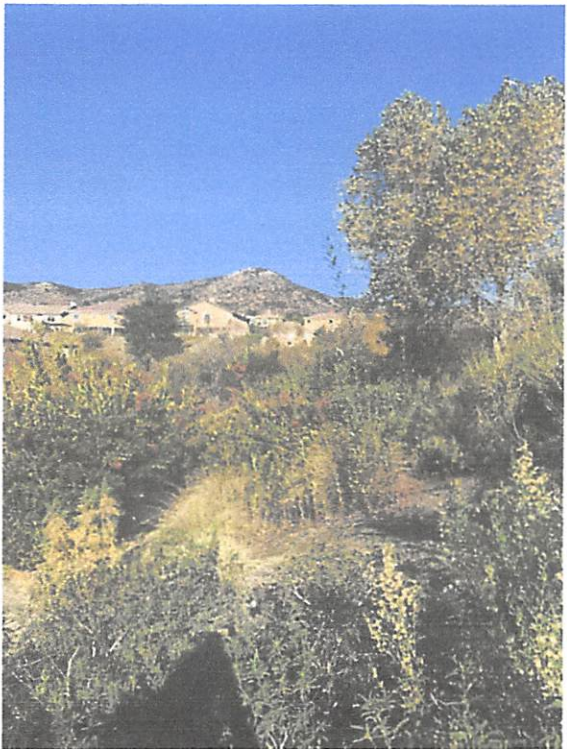
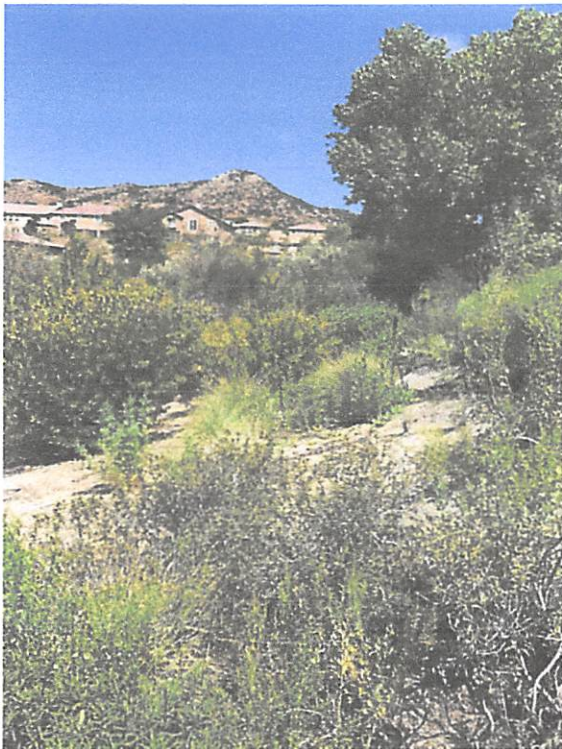


Photos taken 12/19/2016 (left) and 12/15/2017 (right) by SAWA.

Photo Point GR6: Crabapple St. looking toward Pumpkin St.



Photos taken 12/19/2016 (left) by SAWA and 5/9/2017 (right) by D. McElroy (TEAMRCD).



Photos taken 10/15/2017 (left) by D. McElroy (TEAMRCD) and 12/15/2017 (right) by SAWA.

Photo Point GR7: Pumpkin St. looking toward Crabapple St.



Photos taken 12/19/2016 (left) by SAWA and 5/9/2017 (right) by D. McElroy (TEAMRCD).



Photos taken 8/15/2017 (left), 10/15/2017 (middle) by D. McElroy (TEAMRCD), and 12/15/2017 (right) by SAWA.

Brush piles, landscaping soils, and lime discarded in the habitat between Pumpkin St. and Crabapple St.  
Photos taken 12/15/2017 at 482840 E, 3718762 N by SAWA.

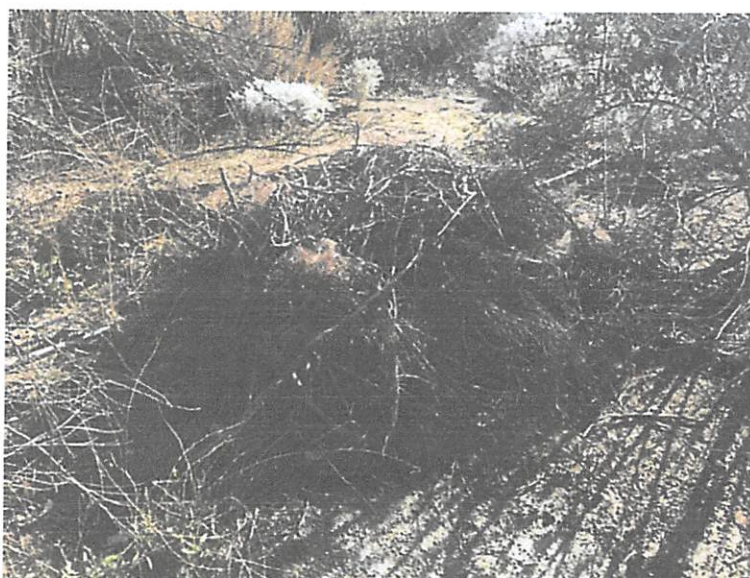
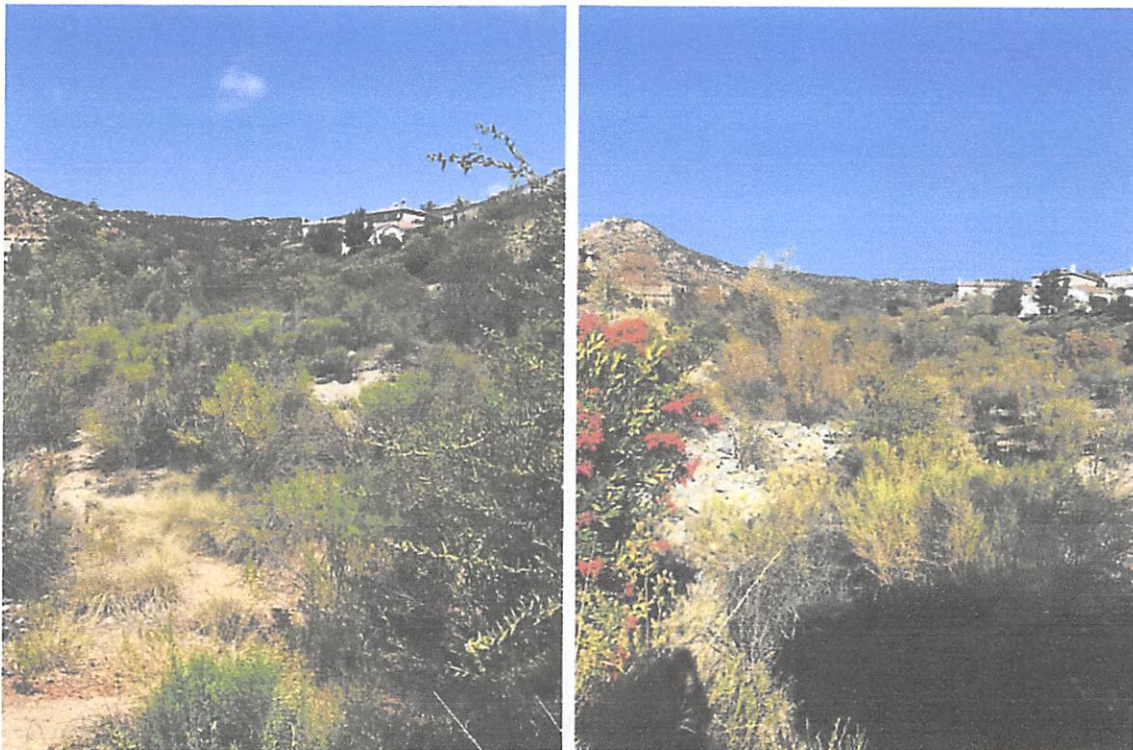


Photo Point GR8: Looking toward Bottlebrush Way.

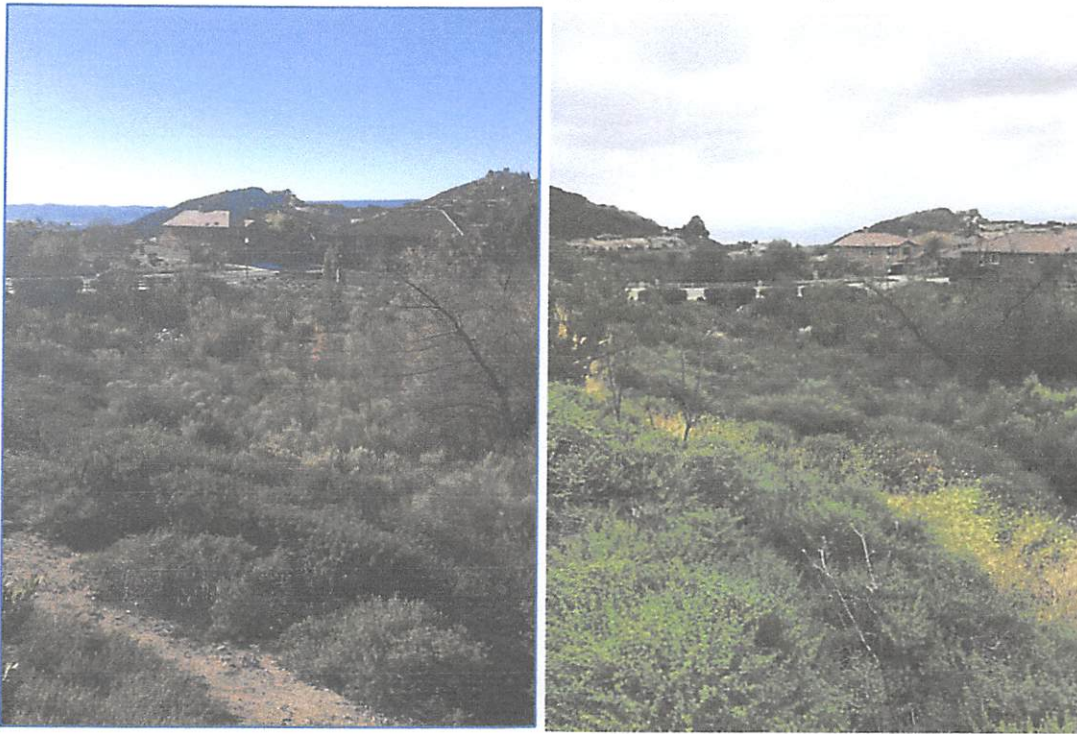


Photos taken 12/19/2016 (left) by SAWA and 5/9/2017 (right) by D. McElroy (TEAMRCD).



Photos taken 8/15/2017 (left) by D. McElroy (TEAMRCD) and 12/15/2017 (right) by SAWA.

Photo Point GR9: Bottlebrush Way looking toward Pumpkin St.

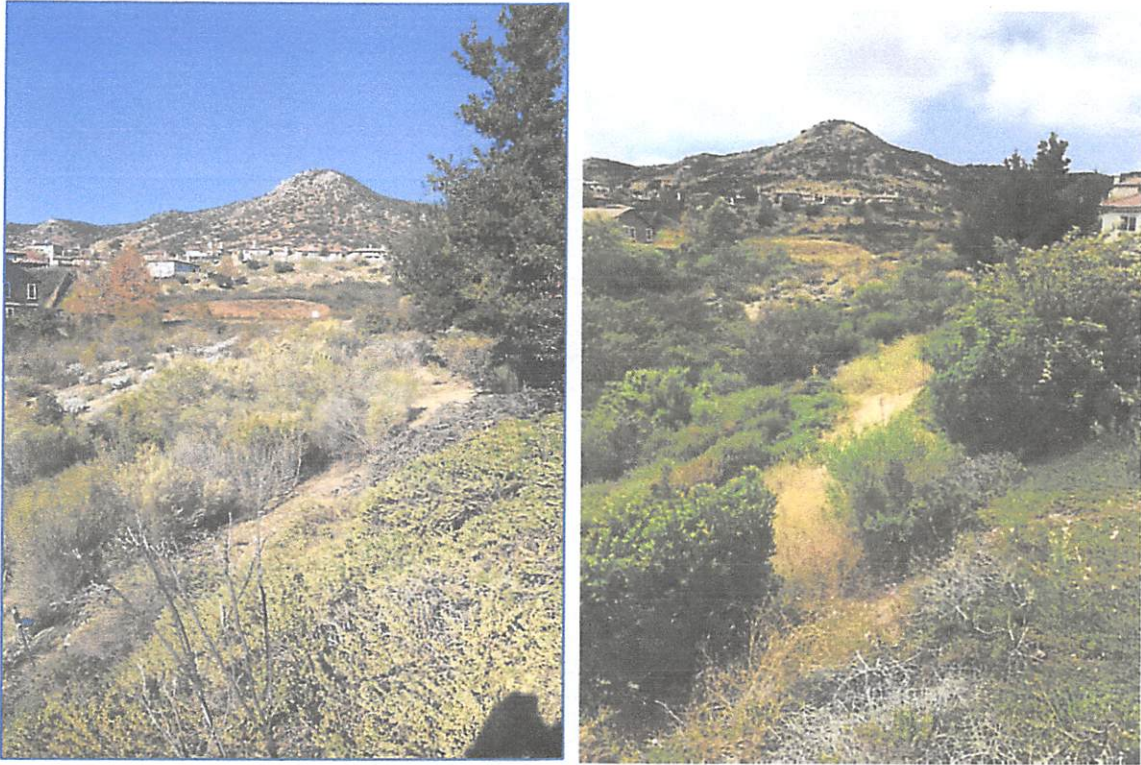


Photos taken 12/19/2016 (left) by SAWA and 5/9/2017 (right) by D. McElroy (TEAMRCD).



Photos taken 8/15/2017 (left), 10/15/2017 (middle) by D. McElroy (TEAMRCD), and 12/15/2017 (right) by SAWA.

Photo Point GR10: Bottlebrush Way looking north.

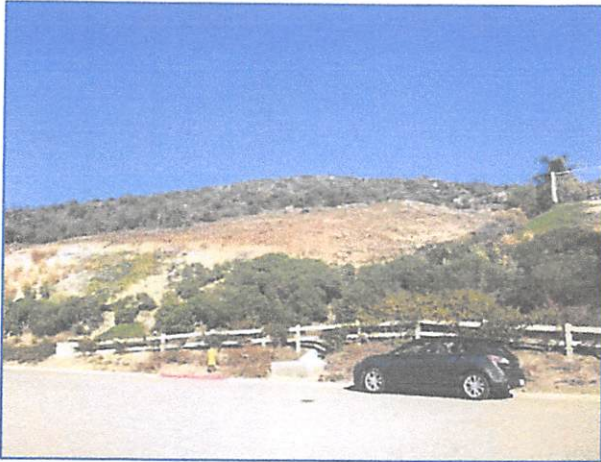


Photos taken 12/19/2016 (left) by SAWA and 5/9/2017 (right) by D. McElroy (TEAMRCD).

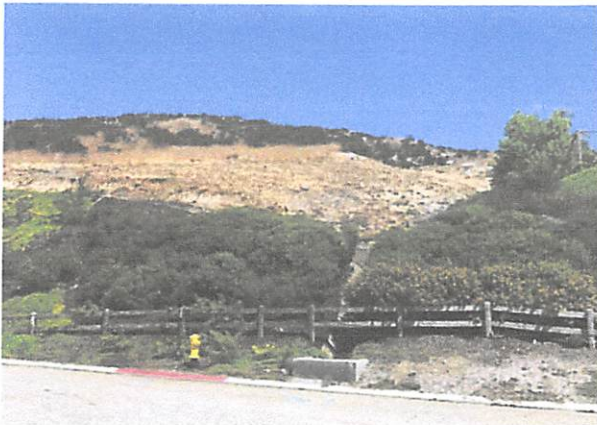


Photos taken 8/15/2017 (left), 10/15/2017 (middle) by D. McElroy (TEAMRCD), and 12/15/2017 (right) by SAWA.

Photo Point GR 11: Easement area north of intersection of Treefoil St. and Bent Grass Ave.



Photos taken 12/19/2016 (left) by SAWA and 5/9/2017 (right) by D. McElroy (TEAMRCD).



Photos taken 8/15/2017 (left) and 10/15/2017 (right) by D. McElroy (TEAMRCD).



Photo taken 12/15/2017 by SAWA.

Photo Point GR12: Bottlebrush Way near Fern Pine Way. Photos taken 12/19/2016 (left) and 12/15/2017 (right) by SAWA.

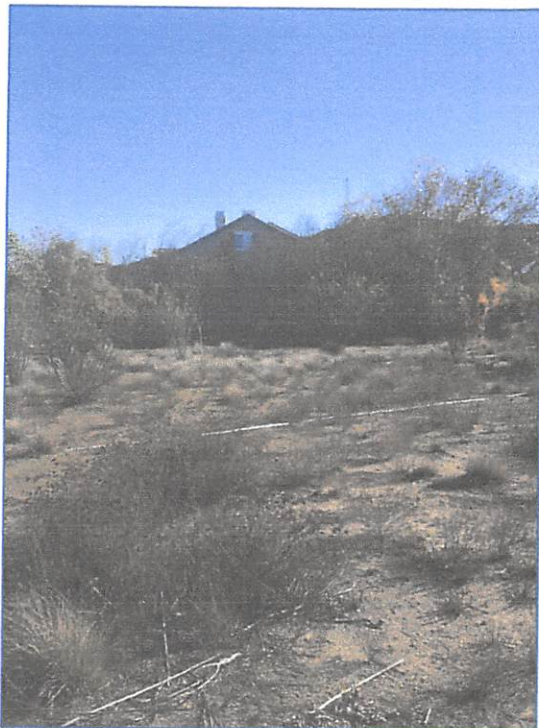


Photo Point GR13: Bottlebrush Way near Fern Pine Way. Photos taken 12/19/2016 (left) and 12/15/2017 (right) by SAWA.

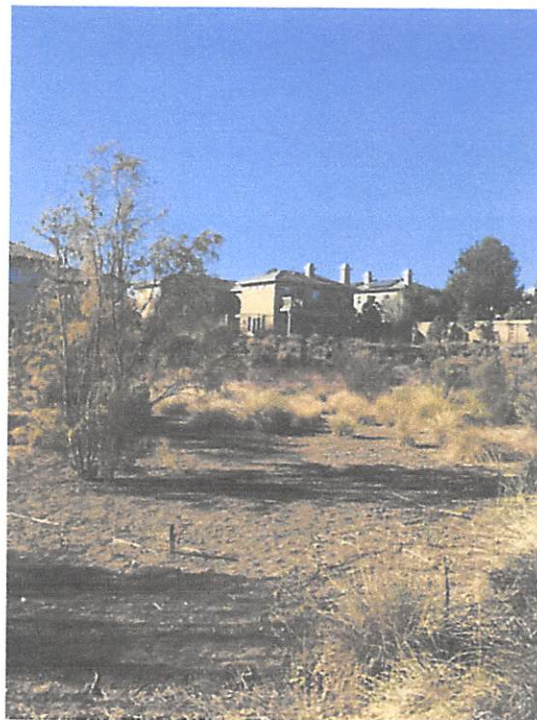


Photo Point GR14: Eastern portion of conservation easement, off Bottlebrush Way.



Photos taken 12/19/2016 (left) by SAWA and 5/9/2017 (right) by D. McElroy (TEAMRCD).



Photos taken 8/15/2017 (left) and 10/15/2017 (right) by D. McElroy (TEAMRCD).



Photo taken 12/15/2017 by SAWA.

Photo Point GR15: Eastern portion of conservation easement, off Sumac Ave.

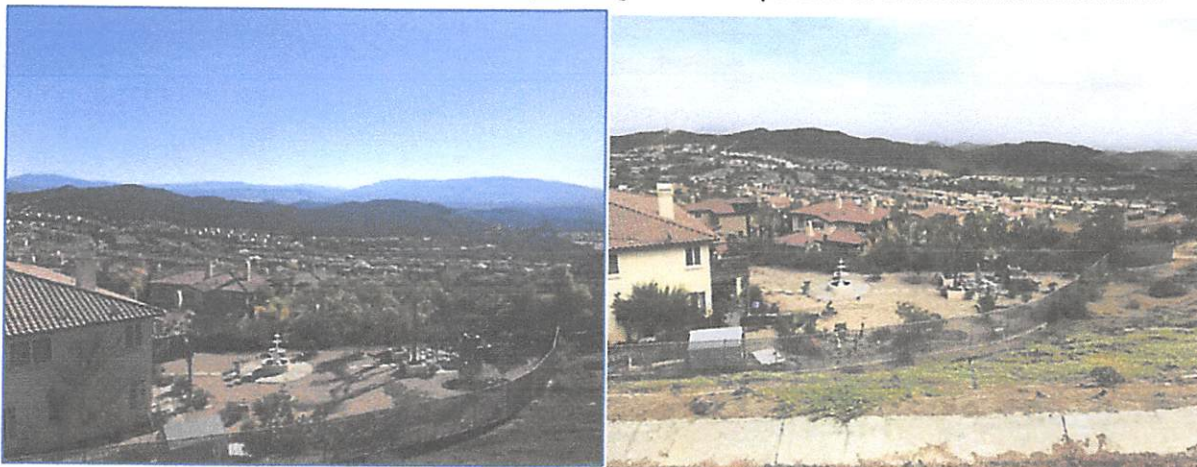


Photos taken 12/19/2016 (left) by SAWA and 5/9/2017 (right) by D. McElroy (TEAMRCD).

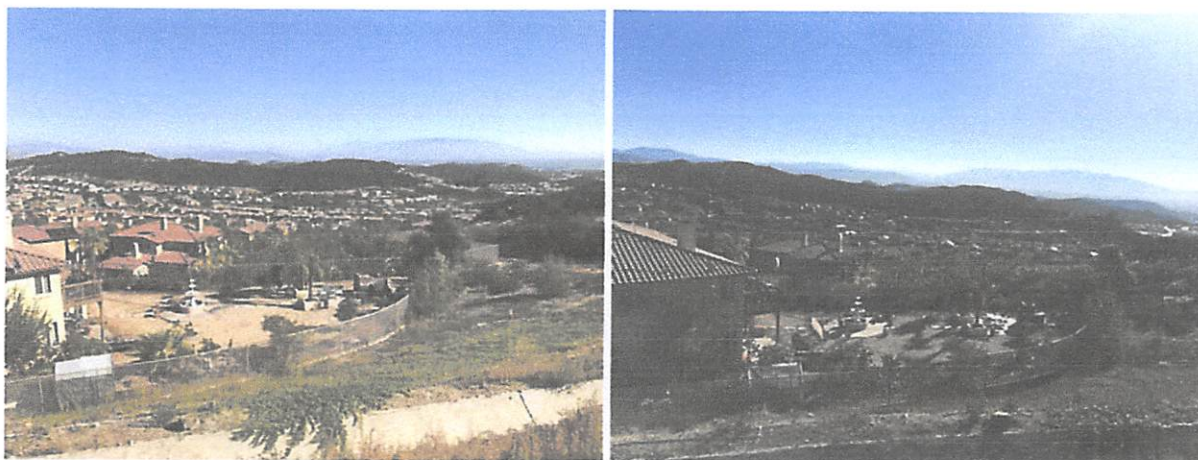


Photos taken 8/15/2017 (left), 10/15/2017 (middle) by D. McElroy (TEAMRCD), and 12/15/2017 (right) by SAWA.

Photo Point GR16: Near Orchid Tree Ave., looking at eastern portion of conservation easement.



Photos taken 12/19/2016 (left) by SAWA and 5/9/2017 (right) by D. McElroy (TEAMRCD).



Photos taken 10/15/2017 (left) by D. McElroy (TEAMRCD) and 12/15/2017 (right) by SAWA.

Photo Point GR17: Near Orchid Tree Ave., looking north.



Photos taken 12/19/2016 (left) by SAWA and 5/9/2017 (right) by D. McElroy (TEAMRCD).

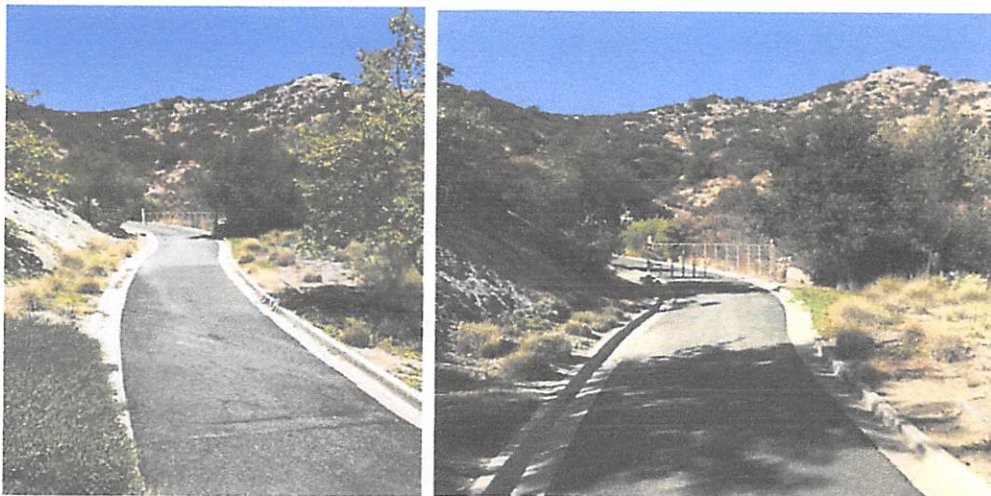


Photo taken 12/15/2017 by SAWA.

Photo Point GR18: Golden Cup Ct, looking north.



Photos taken 12/19/2016 (left) by SAWA and 5/9/2017 (right) by D. McElroy (TEAMRCD).



Photos taken 8/15/2017 (left) and 10/15/2017 (right) by D. McElroy (TEAMRCD).

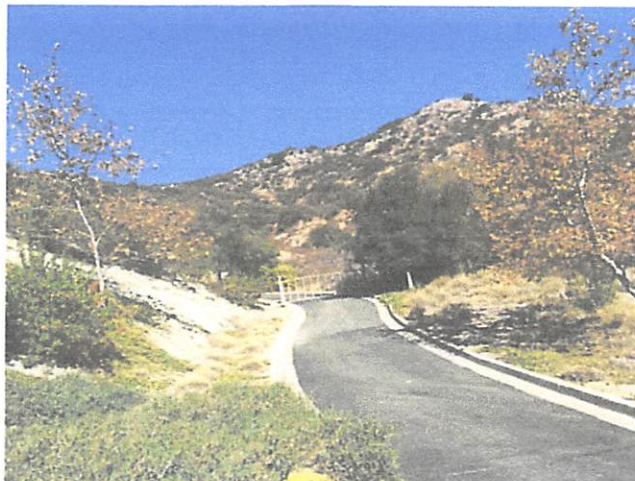
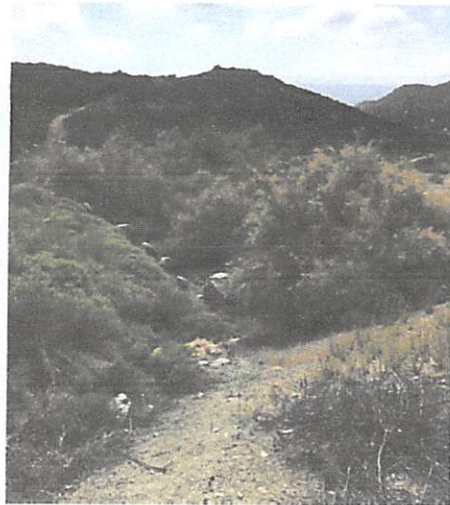
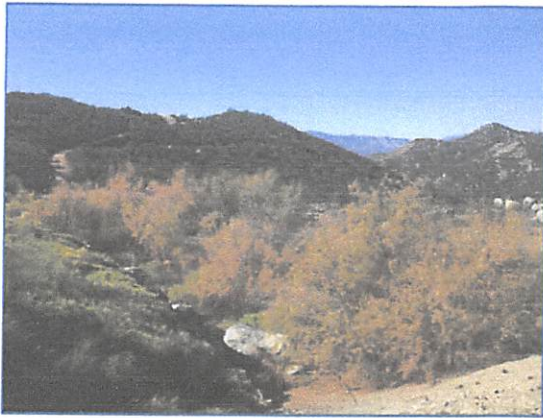
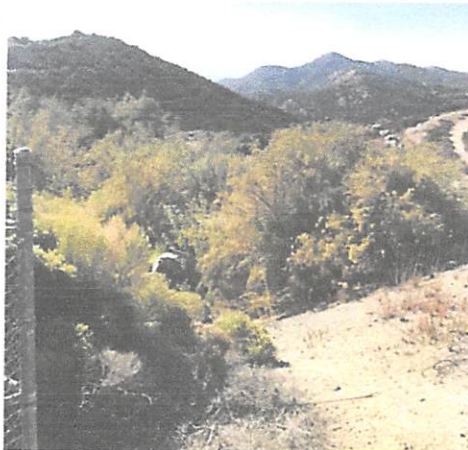
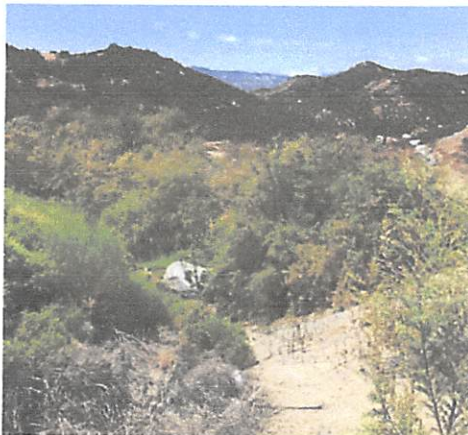


Photo taken 12/15/2017 by SAWA.

Photo Point GR19: Evandel Rd. near Iceplant Ln.



Photos taken 12/19/2016 (left) by SAWA and 5/9/2017 (right) by D. McElroy (TEAMRCD).



Photos taken 8/15/2017 (left) and 10/15/2017 (right) by D. McElroy (TEAMRCD).

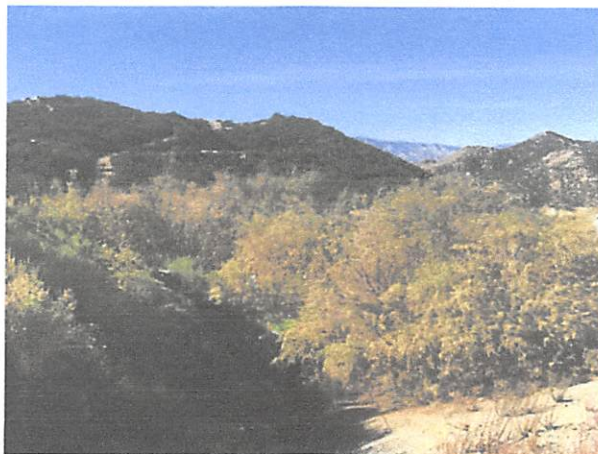


Photo taken 12/15/2017 by SAWA.

Photo Point GR20: Evandel Rd., near Iceplant Ln.



Photos taken 12/19/2016 (left) by SAWA and 5/9/2017 (right) by D. McElroy (TEAMRCD).

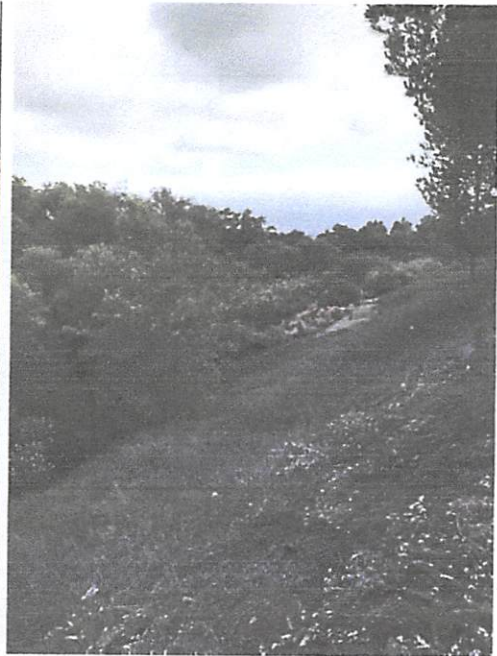


Photos taken 8/15/2017 (left) and 10/15/2017 (right) by D. McElroy (TEAMRCD).

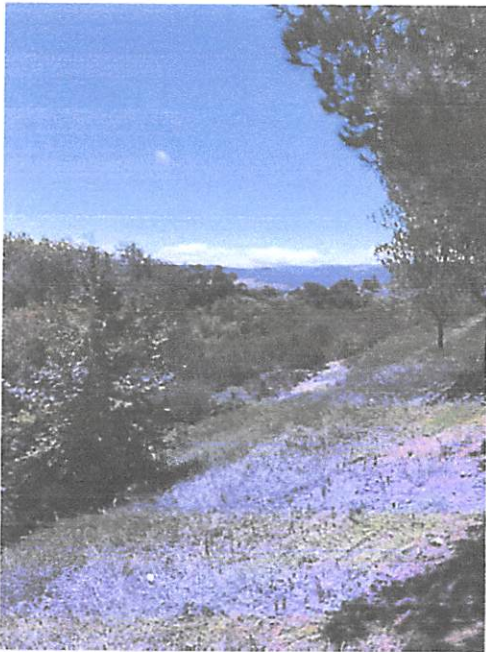


Photo taken 12/15/2017 by SAWA.

Photo Point GR21: Greer Rd., near intersection with Pabesu Rd.



Photos taken 12/19/2016 (left) by SAWA and 5/9/2017 (right) by D. McElroy (TEAMRCD).



Photos taken 8/15/2017 (left) by D. McElroy (TEAMRCD) and 12/15/2017 (right) by SAWA.

Photo Point GR22: Greer Road, near intersection with Nutmeg St.



Photos taken 12/19/2016 (left) by SAWA and 5/9/2017 (right) by D. McElroy (TEAMRCD).



Photo taken 12/15/2017 by SAWA.

Inundated drainage off of Greer Road, near intersection with Nutmeg St.; photo taken 12/15/2017 by SAWA.



Partially blocked drain at downstream portion of Greer Rd. near Nutmeg St; photo taken 12/15/2017 by SAWA.



Recently downed willow, likely due to beaver activity; photo taken 12/15/2017 by SAWA.

