



San Bernardino Valley Water Conservation District

Helping Nature Store Our Water

BOARD OF DIRECTORS MEETING AGENDA

Wednesday, September 10, 2025 – 1:30 PM

Location – 1630 W. Redlands Blvd., Ste. A, Redlands, CA 92373

Anyone wishing to listen to or participate in the meeting can join via Teams by clicking on this link, <https://teams.microsoft.com/l/meetup-join>, or by entering the following information at <https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting>:
Meeting ID: 232 147 436 001 Passcode: Db9Hh3gy

While the District makes every attempt to follow all guidance regarding COVID-19 safety protocols, the District cannot assure in-person attendees that they will not be exposed to COVID-19 or persons who have been so exposed. Attendees are advised to exercise caution in limiting their own incidences of exposure, particularly those who may be in groups at higher risk of infection or serious symptoms of COVID-19 if infected.

Note: Copies of staff reports and other documents relating to the items on this agenda are on file at the District office and are available for public review during normal District business hours. New information pertaining to agenda topics listed, received, or generated by the District after posting this agenda, but before the meeting, will be made available upon request at the District office and in the Agenda Package on the District's website. The San Bernardino Valley Water Conservation District intends to comply with the Americans with Disabilities Act (ADA) in all respects. If you need special assistance concerning the agenda or other written materials forwarded to the members of the Board for consideration at the public meeting, or if, as a participant at this meeting, you will need special assistance, the District will attempt to accommodate you in every reasonable manner. Please contact Allison Zecher at (909) 793-2503 at least 48 hours prior to the meeting to inform her of your particular needs and to determine if accommodation is feasible. Please advise us at that time if you will need accommodations to attend or participate in meetings on a regular basis.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

1. PUBLIC PARTICIPATION

Members of the public may address the Board of Directors on any item that is within the jurisdiction of the Board; however, no action may be taken on any item not appearing on the agenda unless the action is otherwise authorized by Subdivision (b) Section 54954.2 of the Government Code.

2. ADDITIONS/DELETIONS TO AGENDA

Section 54954.2 provides that a legislative body may take action on items of business not appearing on the posted agenda under the following conditions: (1) an emergency situation exists, as defined in Section 54956.5; (2) a need to take immediate action and the need for action came to the attention of the District subsequent to the agenda being posted; and (3) the item was posted for a prior meeting occurring not more than five calendar days prior to the date action is taken on the item, and at the prior meeting, the item was continued to the meeting at which action is being taken.

BOARD OF DIRECTORS

Division 1
Richard Corneille

Division 2
Mark E. Falcone

Division 3
Robert Stewart

Division 4
John Longville

Division 5
Melody McDonald

GENERAL MANAGER

Betsy Miller

3. **INTRODUCTIONS AND GUEST RECOGNITION**

4. **CONSENT CALENDAR**

 a. Approval of Board Minutes, August 13, 2025.....6

 b. Approval of Expenditure Report, August 202517

5. **COMMITTEE REPORTS /ACTION ITEMS**

Committee Reports

- A. AD HOC AUDIT COMMITTEE
- Presenter: Richard Corneille, Chair
- Recommendation: The chair of the Ad Hoc Audit Committee will provide a verbal update of the meeting held on August 19.
- B. FINANCE & ADMINISTRATION COMMITTEE
- Presenter: Robert Stewart, Chair
- Recommendation: The chair of the Finance & Administration Committee will provide a verbal update of the meeting held on August 20.

Action Items

- A. UNAUDITED FINANCIAL REPORT FOR AUGUST 2025 – 5 Minutes (M#2131)..... 28
- Presenter: Angie Quiroga
- Recommendation: Review and approve the Unaudited Financial Report for August 2025.
- B. FOURTH QUARTER UNAUDITED FINANCIAL REPORTS FOR FISCAL YEAR 2025 – 5 Minutes (M#2132) 39
- Presenter: Angie Quiroga
- Recommendation: The Finance & Administration Committee recommends approval of the Fourth Quarter Unaudited Financial Reports for Fiscal Year 2025 as presented.
- C. AMENDMENT TO AGREEMENT FOR EMPLOYMENT OF IN-HOUSE COUNSEL AND DISTRICTCOUNSEL BONUS – 5 Minutes (M#2133) 52
- Presenter: Betsy Miller
- Recommendation: Approve the Amendment to Agreement for Employment of In-house Counsel and direct the General Manager to provide a merit bonus to District Counsel in the amount of \$15,000 in recognition of the value of this work in FY25.
- D. CAPITAL VEHICLE PURCHASE OF A FORD F-150 – 5 Minutes (M#2134) 56
- Presenter: Betsy Miller
- Recommendation: Authorize the General Manager to purchase a new F-150 truck from Ken Grody Ford for an amount not to exceed \$48,965.
- E. COMMUNITY MITIGATION PROGRAM DOCUMENTS FOR SBCTA'S STATE ROUTE 210 MIXED FLOW LANE ADDITION PROJECT – 5 Minutes (M#2135).....58
- Presenter: Betsy Miller

Recommendation: Approve the Agreement for Acquisition of Conservation Easement, updated to reflect tasks that have been accomplished since 2021 and costs adjusted by CDFW, and the Conservation Easement Deed for the San Bernardino County Transportation Authority's State Route 210 Mixed Flow Lane Addition Project, subject to clerical or non-substantive revisions requested by CDFW and/or SBCTA as recommended by the General Manager and General Counsel.

F. CALIFORNIA SPECIAL DISTRICTS ASSOCIATION 2026 COMMITTEE AND EXPERT FEEDBACK TEAM NOMINATIONS – 5 Minutes (M#2136)141

Presenter: Betsy Miller

Recommendation: Direct staff to submit interest forms for Director service on California Special Districts Association committees and/or Expert Feedback Teams for 2026, if desired.

G. ASSOCIATION OF SAN BERNARDINO COUNTY SPECIAL DISTRICT’S 2026 HOSTING OPPORTUNITIES – 5 Minutes (M#2137) 144

Presenter: Betsy Miller

Recommendation: Select primary and secondary dates to host the Association of San Bernardino County Special District’s dinner in 2026, if desired.

6. INFORMATION ITEMS:

- A. Environmental Update145
- B. Engineering Update146
- C. General Manager’s Report147
- D. Future Agenda Items & Staff Tasks

7. MONTHLY BOARD MEMBER MEETING REPORTS, AND/OR BOARD MEMBER COMMENTS

- A. Board Member Meeting Reports

8. UPCOMING MEETINGS:

October 1, 2025	Special PERC Policy Committee Meeting, 9:00 AM at Conservation District (Teams Meeting ID: 227 006 935 802 8 Passcode: d49xN6vJ)
October 8, 2025	Board of Directors Meeting, 1:30 PM at Conservation District (Teams Meeting ID: 244 166 549 763 Passcode: KY6YB76E)
October 21, 2025	Big Bear Watermaster Meeting, 11:00 AM at Bear Valley Mutual Water Company, 101 E Olive Ave, Redlands, CA 92373
October 21, 2025	Outreach and Communications Committee Meeting, 3:00 PM at Conservation District (Teams Meeting ID: 210 438 800 198 Passcode: 3hb7hC2G)
October 22, 2025	Operation Committee Meeting, 9:00 AM at Conservation District

	(Teams Meeting ID: 265 155 507 162 Passcode: tg7fJ6gU)
October 29, 2025	PERC Policy Committee Meeting, 10:00 AM at Conservation District (Teams Meeting ID: 250 016 420 457 Passcode: LA9Ln7jb)
November 5, 2025	Finance and Administration Committee Meeting, 1:30 PM at Conservation District (Teams Meeting ID: 210 139 778 47 Passcode: P2jw76BT)
November 11, 2025	Office Closed for Veterans Day Holiday
November 12, 2025	Board of Directors Meeting, 1:30 PM at Conservation District (Teams Meeting ID: 244 166 549 763 Passcode: KY6YB76E)
November 20, 2025	Environmental Workshop, 10:00 AM at Conservation District (Meeting ID: 258 572 078 514 0 Passcode: Gd7XY747)
November 27, 2025	Office Closed for Thanksgiving Day Holiday
November 28, 2025	Office Closed for Day After Thanksgiving Holiday
December 10, 2025	Board of Directors Meeting, 9:30 AM at Conservation District (Teams Meeting ID: 273 594 470 144 Passcode: rR3Gc9RJ)
December 24, 2025	Office Closed for Christmas Eve Holiday
December 25, 2025	Office Closed for Christmas Day Holiday
December 31, 2025	Office Closed for New Year's Eve Holiday

9. CLOSED SESSION

- A. The Board may meet in closed session under authority of Government Code Sections 54956.9(d)(2) and (e) (1), exposure to potential litigation, in two cases.
- B. The Board may meet in closed session under authority of Government Code Sections 54956.9(d)(2) and (e) (2), exposure to potential litigation, relating to high groundwater conditions and their potential impact on Cemex Materials Pacific, LLC mining areas.
- C. The Board may meet in Closed Session under Government Code section 54956.8, to discuss the terms and conditions of the potential acquisition of Federal properties as part of the Wash Plan land exchange with BLM, consisting of 327.5 acres of the Federal Exchange Parcel, and 90 acres of the Federal Equalization Parcels, in exchange for District property of Assessor Parcel Nos. 0291-151 01, -02, and-05. David Cosgrove and Betsy Miller are the District's negotiators, and John Sullivan is the lead negotiator for BLM.
- D. The Board may meet in Closed Session under Government Code section 54956.8, to discuss the terms and conditions of a proposed restrictive covenant with the California Department of Fish and Wildlife and Robertson's Ready Mix on portions of San

Bernardino County Assessor Parcel Nos. 0291-131-01 and 0291-115-01. The District's negotiators are Betsy Miller and David B. Cosgrove. The CDFW's negotiators are Eric Chan and Kim Freeburn. Robertson's Ready Mix's negotiators are Bill Taylor and Kim Decker.

- E. The Board may meet in closed session under authority of Government Code Section 54956.8 to discuss potential terms and conditions of the potential sale of a conservation easement over some 20.85 acres of District property, consisting of portions of San Bernardino County Assessor Parcel Nos. 0297-051-01 and 0297-071-08, in favor of the San Bernardino Valley Conservation Trust. The District's negotiators are Betsy Miller and David Cosgrove. The party with whom the District is negotiating is S-P Deerfield, LLC, Camille Bahri and Andrew Hartzell.
- F. The Board may meet in closed session under authority of Government Code Sections 54957.1 to consider the appointment of public employee – Principal Engineer.

10. **ADJOURN MEETING.** The next regularly scheduled Board of Directors meeting will be on October 8, 2025, at 1:30 PM, at District Headquarters, 1630 W. Redlands Blvd., Redlands, CA and via Teams/teleconference.

SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT
BOARD OF DIRECTORS MEETING

MINUTES OF AUGUST 13, 2025
1:30 PM

President McDonald called the Board of Directors meeting to order at 1:30 PM with participation in person, via teleconference, and through Teams. All those in attendance stood for the Pledge of Allegiance, led by President McDonald.

ROLL CALL:

BOARD MEMBERS PRESENT:

Melody McDonald, President
Robert Stewart, Vice President
Richard Corneille, Director
John Longville, Director
Mark E. Falcone, Director

STAFF PRESENT:

Betsy Miller, General Manager
David Cosgrove, General Counsel
Milan Mitrovich, Land Resources Manager
Angie Quiroga, Senior Administrative Analyst
Aaron Rueda, Administrative Analyst
Anna Frey, Assistant Biologist
Aliza Olmos, Assistant Engineer
Allison Zecher, Board Secretary

GUESTS PRESENT:

Cindy Saks, San Bernardino Valley Municipal Water District
Paul Kielhold, San Bernardino Valley Municipal Water District

1. PUBLIC PARTICIPATION

No public comments were made.

2. ADDITIONS/DELETIONS TO AGENDA

No additions or deletions were made to the agenda.

3. INTRODUCTIONS AND GUEST RECOGNITION

The Board, staff, in-person, and Teams attendees introduced themselves.

4. CONSENT CALENDAR

The Board considered the Consent Calendar, which included Board Minutes from July 9, 2025, the July Expenditure Report, and denial of a legal claim. A motion to approve was made by

Director Corneille, with a question then raised regarding the \$10,000 payment to the County Treasurer noted in the expenditure report. Ms. Quiroga clarified that these funds were for the District's annual LAFCO payment. In response to Board inquiry, Mr. Cosgrove provided information on the government tort claim, which involved allegations of a bicycle accident on Orange Street resulting in injury. He explained that the District has no responsibility for the ownership, maintenance, or operation of Orange Street and that the claim appeared to name multiple agencies broadly. He recommended denial to initiate applicable limitations periods.

It was moved by Director Corneille and seconded by Director Longville to approve the Consent Calendar. The motion carried 5-0-0, with all Board members present voting in the affirmative.

President McDonald: Yes

Vice President Stewart: Yes

Director Corneille: Yes

Director Longville: Yes

Director Falcone: Yes

5. COMMITTEE REPORTS/ACTION ITEMS

Action Items

A. UNAUDITED FINANCIAL REPORT FOR JULY 2025

Ms. Quiroga presented the Unaudited Financial Report for July 2025, beginning on page 31 of the agenda packet. She noted this was the first month of the new fiscal year and reviewed the income statement on page 33. Interest income for the month totaled \$71,934, and the District received nearly \$500,000 in groundwater revenue for the January–June 2025 assessment period, with additional payments expected in the coming months. Mining revenue from Cemex and Upland Rock totaled \$80,990, and miscellaneous income included a pass-through payment from the District's California Employers Retirement Benefit Trust to prepay the California Employers Pension Prefunding Trust, which was paid by June 30, 2025, to avoid interest. In addition, the District was reimbursed by the Trust for \$308,932 for mitigation expenses incurred in FY25. Total income for July 2025 was \$1,011,855, representing 18% of the year-to-date budget.

For July 2025, operating expenses were \$245,015, consisting primarily of salaries and benefits, a \$10,000 payment to LAFCO under regional programs, and \$28,010 in outreach expenses related to Thunderwheel Communications' public relations services for April through June 2025, which will be addressed during the audit to apply to FY25. Net income before capital improvement projects was \$766,840. Capital improvement expenditures for the month totaled \$21,562, including plumbing repairs at the District office, PERC feasibility studies, management assistance at the Mentone shop, and annual ArcGIS software fees. Net income after capital expenditures was \$745,279.

During the discussion, Director Falcone requested confirmation that the \$28,010 outreach expense will be adjusted to FY25 during the annual audit, which staff confirmed. Director

Corneille asked for clarification on the difference between the District's annual unfunded accrued liability payment of \$37,451 and a separate \$35,767 transfer between retirement trusts, with staff noting that these will be discussed in detail under a later agenda item.

The District's cash position as of July 31, 2025, was \$3,585,741, as detailed on page 40 of the packet. A summary of enterprise fund balances was also provided. Ms. Quiroga noted that the reported total revenue less expense of \$457,908 did not yet reflect the reimbursement of Wash Plan mitigation expenses received in July, as those funds will be adjusted to FY25 during the audit.

Ms. Quiroga stated that there were no investment purchases or maturities in July, as shown on page 41. Dividend reinvestments continued automatically, with \$17,936 earned in the General Fund and \$14,486 in the PERC account.

Ms. Miller clarified the District's post-employment benefits (OPEB) and pension funding. She explained that the District is well funded in its California Employers Retiree Benefit Trust, and given changes under PEPR, post-employment health benefits are expected to be used less going forward, as retirements are likely to occur at age 62 rather than 55. Because the OPEB trust is well-funded, the District collected the eligible amount from the OPEB trust in FY25 and deposited those funds into the CalPERS Pension Prefunding Trust, where liabilities are expected in future years. She emphasized that withdrawals from the OPEB trust cannot exceed the amount of annual OPEB expenditures, and also discussed the Board's long-standing policy to prepay the annual CalPERS unfunded accrued liability to avoid interest costs.

Directors thanked staff for their thorough presentation and the clear presentation of District accounts.

It was moved by Director Falcone and seconded by Vice President Stewart to approve the Unaudited Financial Reports for July 2025 as presented. The motion carried 5-0-0.

**President McDonald: Yes
Vice President Stewart: Yes
Director Corneille: Yes
Director Longville: Yes
Director Falcone: Yes**

B. EQUIPMENT LEASE AUTHORIZATION FOR BASIN MAINTENANCE

Ms. Miller presented the request for equipment lease authorization for basin maintenance, referencing page 42 of the agenda packet. She explained that with basins now dry, staff are preparing to implement the annual maintenance plan previously reviewed by the Operations Committee in late 2024. Based on this plan and recent surveys, staff recommends cleaning 23 basins in Mill Creek and 16 in Santa Ana during FY26. Quotes to rent various loader types, depending on project needs, ranged from \$5,000 to \$10,000 per month. Staff requested authorization to expend up to \$60,000 in FY26 for equipment rentals. Ms. Miller shared that staff had also obtained a quote for a long-term lease of a loader; however, at several hundred

thousand dollars, it was not cost-effective given that basin cleaning occurs only three to five months per year.

President McDonald commented on the differences between renting and owning equipment. Ms. Miller shared that rentals have allowed for flexibility in selecting the most efficient equipment for each project, reducing staff time to complete tasks. In response to a question from Director Falcone, Ms. Miller confirmed that field staff are trained to operate heavy equipment and are fully covered under District insurance.

Director Corneille inquired about the budget for basin cleaning. Ms. Miller reported that \$125,000 is budgeted under GL 5050, of which \$60,000 would be committed to equipment rentals. Additional costs may include contracts for basin cleaning and materials hauling that is not appropriate to be completed by District staff. Staff time for basin cleaning is not charged to this line item but is captured separately under salaries (GL 6230) and tracked through staff timecards.

Director Corneille further raised the question of whether the District has a clear picture of the total costs of basin cleaning, including both equipment and labor. Ms. Miller confirmed that time is tracked biweekly through timecards by enterprise. Director Corneille and Vice President Stewart requested details of labor and equipment costs for basin maintenance, and President McDonald recommended that the Operations or Finance and Administration Committee(s) review these comprehensive costs. Vice President Stewart noted that this information may be useful to inform the cleaning cost estimates prepared for the PERC projects.

Ms. Miller shared that all material stockpiled from basin cleaning in FY25 has been removed from the recharge areas to ensure optimal function moving forward. She noted that significant progress has been made toward removing material stockpiled in previous fiscal years, but that additional efforts are needed to complete that task.

Directors noted the importance of including relevant GLs in the fiscal impact section with staff confirming that this is now standard practice.

It was moved by Director Corneille and seconded by Vice President Stewart to authorize the General Manager to expend up to \$60,000 for equipment rentals as needed by the Operations team in FY26. The motion carried 5-0-0, with all Board members present voting in the affirmative.

**President McDonald: Yes
Vice President Stewart: Yes
Director Corneille: Yes
Director Longville: Yes
Director Falcone: Yes**

C. PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL BIOLOGICAL SERVICES WITH ORIGIN BIOLOGICAL

Dr. Mitrovich presented the recommendation to approve a professional services agreement with Origin Biological for on-call biological services in an amount not to exceed \$113,000, as outlined on page 44 of the agenda packet. He noted that the District's FY26 work plan includes

endangered species surveys and other environmental tasks supporting Wash Plan implementation, work related to the draft Mill Creek Conservation Benefit Agreement, and contracted services supporting SBCTA's SR-210 Mixed Flow Addition project.

President McDonald confirmed that budget line items for the contract had been identified and noted the cost-effectiveness of the agreement compared to similar firms. Ms. Miller confirmed that Origin Biological remains the most competitive option, and is also based in Redlands.

In response to Vice President Stewart's questions, Dr. Mitrovich confirmed that similar work in the prior fiscal year was completed on budget and on time, with no significant change orders. He also clarified that while nest monitoring is included in this contract under California gnatcatcher survey work, cowbird-related tasks are managed by the Santa Ana Watershed Authority under a separate contract.

It was moved by Director Corneille and seconded by Director Longville to approve a Contract Services Agreement for Professional Services with Origin Biological for on-call biological services in an amount not-to-exceed \$113,000. The motion carried 5-0-0, with all Board members present voting in the affirmative.

**President McDonald: Yes
Vice President Stewart: Yes
Director Corneille: Yes
Director Longville: Yes
Director Falcone: Yes**

D. RATIFICATION OF THE ANNUAL LUMP SUM PREPAYMENT FOR THE CALPERS UNFUNDED LIABILITY FOR CLASSIC PLAN MEMBERS IN THE AMOUNT OF \$35,767

Mr. Cosgrove presented the item regarding ratification of the annual lump sum prepayment for the CalPERS unfunded liability for Classic Plan members, as outlined on page 55 of the agenda packet. The original amount listed was \$35,767. Ms. Quiroga provided an update, clarifying that the amount paid was \$37,451.

He explained that the payment was made consistent with the Board's long-standing practice of prepaying this obligation annually to avoid interest charges and reduce costs to ratepayers. Because this year's amount exceeded the General Manager's \$30,000 signature authority, he recommended that the matter be referred to the Finance and Administration Committee to review the General Manager's resolution and consider defining specific expenditures that may be pre-approved, even if they exceed the signature threshold, to support day-to-day operational needs. Director Falcone requested that the Finance and Administration Committee also review the District's procurement policy, which currently lists the General Manager's limit at \$25,000, to ensure consistency between policy and practice.

It was moved by Director Falcone and seconded by Director Longville to ratify the annual lump sum prepayment for the CalPERS unfunded liability for Classic Plan members in the amount of \$37,451, and direct staff to review alternatives to

delegate authority to the General Manager for budgeted operational expenditures such as CalPERS liabilities, insurance premiums, etc. The motion carried 5-0-0, with all Board members present voting in the affirmative.

President McDonald: Yes

Vice President Stewart: Yes

Director Corneille: Yes

Director Longville: Yes

Director Falcone: Yes

E. ACWA COMMITTEE APPOINTMENT NOMINATION FOR 2026-2027 TERM

Ms. Miller presented the item regarding ACWA's solicitation of nominations for its thirteen standing committees for the 2026–2027 term, which runs from January 1, 2026, through December 31, 2027, as outlined on page 59 of the agenda packet. She noted that nominations are due in September. President McDonald currently serves on the State Legislative Committee, and Director Corneille currently serves on the Groundwater Committee. Staff requested Board direction on which Directors to nominate for the upcoming term, if any.

President McDonald expressed her interest in continuing on the State Legislative Committee, and Director Corneille requested to continue serving on the Groundwater Committee. No other Directors requested nomination.

It was moved by Director Falcone and seconded by Vice President Stewart to direct staff to submit ACWA Committee Consideration Forms for President McDonald to serve on the State Legislative Committee and Director Corneille to serve on the Groundwater Committee for the upcoming term of January 1, 2026, through December 31, 2027, by September 19, 2025. The motion carried 5-0-0, with all Board members present voting in the affirmative.

President McDonald: Yes

Vice President Stewart: Yes

Director Corneille: Yes

Director Longville: Yes

Director Falcone: Yes

6. INFORMATION ITEMS

ENVIRONMENTAL UPDATE

Dr. Mitrovich presented the monthly environmental update. He shared updates from staff and consultant tasks completed in July, including California gnatcatcher surveys by Origin Biological.

On July 23, staff met with the San Bernardino County Flood Control District to discuss establishment of a Memorandum of Understanding and associated endowment with the San Bernardino Valley Conservation Trust for District and/or Trust management of the County's

conservation lands within the Wash Plan Preserve, covering approximately 336.6 acres. He also shared a meeting in July with the Director of the Western Riverside County Regional Conservation Authority to explore opportunities for collaboration on species recovery efforts that overlap between the Wash Plan and the Western Riverside MSHCP.

Vice President Stewart asked about long-term seed storage for the District's collected native seeds. Dr. Mitrovich confirmed that seeds will be stored at the California Botanic Garden, one of the state's recognized seed banks, which provides climate-controlled, secure storage. Director Corneille also raised questions about the Board's role in required annual reporting for environmental permits. Ms. Miller shared that annual reports are submitted to regulatory agencies without Board review, with Board review and input of environmental work planned for the biannual Environmental Workshop. The next workshop is scheduled for fall 2025, with a follow-up field visit planned in spring 2026.

Directors Falcone and Corneille expressed appreciation for the updates, emphasized the importance of sharing tangible results of habitat management and restoration efforts, and supported expanded opportunities to review major reports and data at future workshops.

ENGINEERING UPDATE

Ms. Miller presented the Engineering Update, sharing that the August 7th meeting with Southern California Edison regarding the Mentone Shop went well. The District has completed its review of the SCE plans and upgraded electrical service is anticipated within the next few months.

Progress was also noted on the PERC feasibility studies. The Oak and Plunge Creek, and Waterman, Twin, and Lynwood sections of the Feasibility Study have been completed and presented to the Operations Committee on July 30, 2025, and the PERC Policy Committee on August 12, 2025. Staff have requested any additional comments from the PERC Policy Committee and regional partners within the next month, although significant changes are not expected given that revisions were made previously based on input received throughout the process. In addition, Ms. Miller received notice that the first draft of the Mill Creek feasibility study will be completed and submitted to the District for review on Monday, August 18. A special meeting of the PERC Policy Committee is scheduled for October 1 to review the final two volumes currently in preparation.

Ms. Miller further reported that on August 1, Mr. Crowley completed a walkthrough with the architect regarding the District office expansion. Next steps for design and planning have been identified, and staff will share preliminary plans with the Board once available. Director Corneille and Vice President Stewart discussed whether the draft design for the office expansion should be presented first to the Operations Committee or directly to the full Board. Consensus was to provide the information to the Operations Committee before the full Board for early review.

GENERAL MANAGER'S REPORT

Ms. Miller presented the General Manager's Report, referencing the 2025 recharge summary for June on page 63 of the agenda packet. She noted limited water supplies at this time, making basin maintenance a priority. However, the District is continuing to coordinate closely with Valley District regarding potential State Project water deliveries.

Recruitment efforts continue. A new Field Specialist I has been selected and will begin on August 25. Interviews for senior and principal engineering positions were held August 5–6, with second interviews scheduled. Staff anniversaries were recognized for Mr. Cosgrove and Mr. Guizar.

Administrative updates included ongoing preparation for the fiscal year closeout and audit, progress on the District's website redesign with a draft structure to be reviewed by the Finance and Administration Committee and later the Outreach Committee, and exploration of a pilot project using AI technology to improve document organization.

She presented updates on grants, including completion of required submittals for the cybersecurity grant, a letter of support for the Trust's for Public Land application, and planned field visits for the BLM fuels management grant. The District is evaluating upcoming opportunities for a U.S. Bureau of Reclamation Small Storage Grant and a \$3.2 million Google water offset grant for the PERC projects. Director Falcone commended staff's proactive and innovative grant work.

Director Corneille gave an update regarding the PERC projects from the Operations Committee on July 30. The first two feasibility study volumes were presented to committees and were well-received for clarity and quality. Drafts of the Mill Creek and summary volumes are expected soon, with a special PERC Policy Committee meeting set for October 1, 2025. Vice President Stewart emphasized maintaining momentum so that projects move from planning to construction.

Ms. Miller also reported that the District's 2025 annual Clean Water Act Section 401 certification report was submitted on schedule by Ms. Frey, and provided an update on the waterwise demonstration garden planned in coordination with the San Bernardino County Museum.

Directors Falcone and Corneille requested continued updates on the website redesign and recruitment efforts. The Board thanked staff for the quality of the PERC feasibility studies and their work to pursue grant funding.

FUTURE AGENDA ITEMS AND STAFF TASKS

Director Corneille requested a future discussion on Board member involvement in statewide organizations, particularly ACWA and CSDA. He noted that while several Directors are active with ACWA, the District has limited statewide participation in CSDA and encouraged broader involvement on committees to maximize the value of conference attendance.

7. MONTHLY BOARD MEMBER MEETING REPORTS, AND/OR BOARD MEMBER COMMENTS

Director Falcone attended the following meetings since the last Board meeting:

- July 9 – East Valley Water District Board Meeting
- July 15 – SBVMWD Board Meeting
- July 15 – Redlands City Council Meeting
- July 16 – Bi-monthly meeting with General Manager, Betsy Miller
- July 16 – SBV Conservation Trust Meeting
- July 17 – SBVMWD Debt Service Workshop
- July 21 – ASBCSD Dinner

- July 22 – Highland Chamber of Commerce Monthly Luncheon
- July 23 – ACWA's Virtual Town Hall
- July 23 – East Valley Water District Board Meeting
- July 30 – SBVWCD Operations Committee Meeting
- August 5 – ACWA JPIA Defensive Driver Training
- August 5 – SBVMWD Board Meeting
- August 7 – SBVMWD Policy and Administration Meeting
- August 12 – PERC Policy Committee Meeting
- August 12 – SBVMWD Resource and Engineering Meeting
- August 12 – City Council Meeting for City of Highland
- August 13 – SBVWCD Board Meeting

Director Longville attended the following meetings since the last Board meeting:

- July 16 – SBV Conservation Trust Meeting
- August 12 – SBVMWD Resource and Engineering Meeting
- August 13 – SBVWCD Board Meeting

Director Corneille attended the following meetings since the last Board meeting:

- July 16 – SBV Conservation Trust Meeting
- July 30 – SBVWCD Operations Committee Meeting
- August 1 – Redlands Chamber of Commerce Rise & Shine
- August 12 – PERC Policy Committee Meeting
- August 13 – SBVWCD Board Meeting

Vice President Stewart attended the following meetings since the last Board meeting:

- July 16 – SBV Conservation Trust
- July 30 – SBVWCD Operations Committee Meeting
- August 7 – SBVMWD Policy and Administration Meeting
- August 12 – PERC Policy Committee Meeting
- August 13 – SBVWCD Board Meeting

President McDonald attended the following meetings since the last Board meeting:

- July 11 – ACWA State Legislative Committee Meeting
- July 14 – ASBCSD Dinner
- July 17 – SBVMWD Debt Service Workshop
- July 21 – ASBCSD Dinner
- July 22 – Highland Chamber of Commerce Monthly Luncheon
- August 5 – SBVMWD Board Meeting
- August 7 – SBVMWD Policy and Administration Meeting
- August 11 – ASBCSD Board Meeting
- August 12 – SBVMWD Resource and Engineering Meeting
- August 13 – SBVWCD Board Meeting

Travel Requests

Directors Corneille, Longville, and Falcone requested approval to attend ACWA's 2025 Fall Conference and Expo, scheduled for December 2-4. Ms. Miller explained that early approval would allow staff to secure hotel accommodations within the conference block, which is highly competitive.

Director Corneille discussed travel details, including arrival dates for committee meetings and JPIA trainings. President McDonald confirmed her attendance beginning Sunday to participate in JPIA sessions, and Directors Corneille, Longville, and Falcone confirmed their respective schedules. Questions were raised regarding the designation of a JPIA alternate with staff tasked to review the current status and provide an update.

It was moved by Director Falcone and seconded by Vice President Stewart to approve the travel requests for Directors Corneille, Longville, and Falcone to attend the ACWA 2025 Fall Conference & Expo, scheduled for December 2-4. The motion carried 5-0-0, with all Board members present voting in the affirmative.

**President McDonald: Yes
Vice President Stewart: Yes
Director Corneille: Yes
Director Longville: Yes
Director Falcone: Yes**

8. CLOSED SESSION

Ms. Miller stated that staff wished to discuss the items listed under Closed Session with the Board at 3:30 p.m.

It was moved by Vice President Stewart and seconded by Director Falcone to adjourn to Closed Session. The motion carried 5-0-0, with all Board members present voting in the affirmative.

**President McDonald: Yes
Vice President Stewart: Yes
Director Corneille: Yes
Director Longville: Yes
Director Falcone: Yes**

At 4:35 p.m., the meeting was reconvened to an open session. Under Government Code Section 54957.1, there was no other reportable action during Closed Session.

9. ADJOURN MEETING

It was moved by Director Corneille and seconded by Director Falcone to adjourn. The motion carried 5-0-0, with all Directors present voting in the affirmative.

President McDonald: Yes

Vice President Stewart: Yes
Director Corneille: Yes
Director Longville: Yes
Director Falcone: Yes

At 4:40 p.m. the meeting adjourned to the Board meeting scheduled for 1:30 p.m. on September 10, 2025, in-person, teleconference, and Teams meeting.

Betsy Miller
General Manager

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San Bernardino Valley Water Conservation District

Expenditure Report

August 2025

Num	Date	Name	Account	Class	Original Amount
Online Pymt	08/12/2025	Hydaway	1012 · Citizens Business Bank		-4,222.07
			6060 · Outreach	4-General Fund Ent.	422.21
			6060 · Outreach	1-Groundwater Ent.	1,266.62
			6060 · Outreach	3-Land Resources	1,266.62
			6060 · Outreach	6-Active Recharge...	1,266.62
TOTAL					4,222.07
Online08.02	08/12/2025	PCtronics	1012 · Citizens Business Bank		-2,500.00
	08/01/2025		5160 · IT Support	4-General Fund Ent.	750.00
			5160 · IT Support	1-Groundwater Ent.	1,125.00
			5160 · IT Support	3-Land Resources	250.00
			5160 · IT Support	5-Wash Plan	125.00
			5160 · IT Support	6-Active Recharge...	250.00
TOTAL					2,500.00
Online 8.03	08/18/2025	PCtronics	1012 · Citizens Business Bank		-645.41
PCT2508-23	08/14/2025		6024 · Computer Equip/Maint.	4-General Fund Ent.	180.71
			6024 · Computer Equip/Maint.	1-Groundwater Ent.	406.61
			6024 · Computer Equip/Maint.	2-Redlands Plaza/...	58.09
TOTAL					645.41
PC 08.06.25	08/06/2025	Paychex	1012 · Citizens Business Bank		-198.28
			6042 · Payroll Processing	4-General Fund Ent.	198.28
TOTAL					198.28
PC 08.20.25	08/20/2025	Paychex	1012 · Citizens Business Bank		-150.29
			6042 · Payroll Processing	4-General Fund Ent.	150.29
TOTAL					150.29
ACH0300	08/15/2025	Melody McDonald	1012 · Citizens Business Bank		-29.40
			6410 · Mileage	4-General Fund Ent.	29.40
TOTAL					29.40
Online 0801	08/01/2025	PCtronics	1012 · Citizens Business Bank		-720.72
	08/01/2025		6027 · Computer Software	4-General Fund Ent.	273.87
			6027 · Computer Software	1-Groundwater Ent.	72.07
			6027 · Computer Software	2-Redlands Plaza/...	108.11
			6027 · Computer Software	3-Land Resources	108.11
			6027 · Computer Software	5-Wash Plan	36.04
			6027 · Computer Software	6-Active Recharge...	122.52
TOTAL					720.72

San Bernardino Valley Water Conservation District

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August 2025

Num	Date	Name	Account	Class	Original Amount
25870	08/12/2025	ACWA/JPIA-Health	1012 · Citizens Business Bank		-23,191.70
	08/04/2025		6110 · Vision Insurance	4-General Fund Ent.	55.36
			6110 · Vision Insurance	1-Groundwater Ent.	126.11
			6110 · Vision Insurance	2-Redlands Plaza/...	12.30
			6110 · Vision Insurance	3-Land Resources	43.06
			6110 · Vision Insurance	5-Wash Plan	3.08
			6110 · Vision Insurance	6-Active Recharge...	67.67
			6130 · Dental Insurance	4-General Fund Ent.	172.40
			6130 · Dental Insurance	1-Groundwater Ent.	392.68
			6130 · Dental Insurance	2-Redlands Plaza/...	38.31
			6130 · Dental Insurance	3-Land Resources	134.09
			6130 · Dental Insurance	5-Wash Plan	9.58
			6130 · Dental Insurance	6-Active Recharge...	210.71
			6150 · Medical Insurance	4-General Fund Ent.	3,946.74
			6150 · Medical Insurance	1-Groundwater Ent.	8,989.81
			6150 · Medical Insurance	2-Redlands Plaza/...	877.05
			6150 · Medical Insurance	3-Land Resources	3,069.69
			6150 · Medical Insurance	5-Wash Plan	219.26
			6150 · Medical Insurance	6-Active Recharge...	4,823.80
TOTAL					23,191.70
25871	08/12/2025	American Express	1012 · Citizens Business Bank		-1,784.72
	07/24/2025		6002 · Website Administration	4-General Fund Ent.	365.00
			6027 · Computer Software	4-General Fund Ent.	34.20
			6027 · Computer Software	1-Groundwater Ent.	9.00
			6027 · Computer Software	2-Redlands Plaza/...	13.50
			6027 · Computer Software	3-Land Resources	13.50
			6027 · Computer Software	5-Wash Plan	4.50
			6027 · Computer Software	6-Active Recharge...	15.30
			6525 · Meals	4-General Fund Ent.	41.00
			6525 · Meals	1-Groundwater Ent.	31.88
			6525 · Meals	3-Land Resources	18.22
			6530 · Lodging	4-General Fund Ent.	561.92
			6530 · Lodging	1-Groundwater Ent.	437.05
			6530 · Lodging	3-Land Resources	249.74
TOTAL					1,794.81
25872	08/12/2025	American Power Secur...	1012 · Citizens Business Bank		-795.00
	07/31/2025		6026 · Redlands Plaza CAM expenses	2-Redlands Plaza/...	795.00
TOTAL					795.00
25873	08/12/2025	Citizens Business Bank	1012 · Citizens Business Bank		-4,322.76
	07/14/2025		5210 · Equipment Maintenance	1-Groundwater Ent.	172.01
			5310 · Vehicle Maintenance	1-Groundwater Ent.	101.40
			6001 · General Administration - Other	4-General Fund Ent.	500.00
			6002 · Website Administration	4-General Fund Ent.	9.00
			6027 · Computer Software	4-General Fund Ent.	218.00
			6027 · Computer Software	1-Groundwater Ent.	57.36
			6027 · Computer Software	2-Redlands Plaza/...	86.06
			6027 · Computer Software	3-Land Resources	86.06
			6027 · Computer Software	5-Wash Plan	28.69
			6027 · Computer Software	6-Active Recharge...	97.53
			6030 · Office Supplies	4-General Fund Ent.	67.01
			6030 · Office Supplies	1-Groundwater Ent.	44.67
			6030 · Office Supplies	2-Redlands Plaza/...	22.34
			6030 · Office Supplies	3-Land Resources	33.50
			6030 · Office Supplies	5-Wash Plan	11.17
			6030 · Office Supplies	6-Active Recharge...	44.67

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August 2025

Num	Date	Name	Account	Class	Original Amount
			6039 · Postage and Overnight Delivery	4-General Fund Ent.	98.10
			6039 · Postage and Overnight Delivery	1-Groundwater Ent.	44.60
			6039 · Postage and Overnight Delivery	2-Redlands Plaza/...	17.84
			6039 · Postage and Overnight Delivery	3-Land Resources	17.84
			6051 · Uniforms	4-General Fund Ent.	160.61
			6051 · Uniforms	1-Groundwater Ent.	374.75
			6093 · Memberships	4-General Fund Ent.	16.30
			6525 · Meals	4-General Fund Ent.	116.64
			6525 · Meals	1-Groundwater Ent.	90.72
			6525 · Meals	3-Land Resources	51.84
			6535 · Conf/Seminar Registrations	4-General Fund Ent.	782.24
			6535 · Conf/Seminar Registrations	1-Groundwater Ent.	608.41
			6535 · Conf/Seminar Registrations	3-Land Resources	347.66
			6425 · Meals	4-General Fund Ent.	15.74
TOTAL					4,322.76
25874	08/12/2025	County of San Bernard...	1012 · Citizens Business Bank		-25,086.00
	07/01/2025		5225 · Field Clean Up-Illegal dumping	1-Groundwater Ent.	25,086.00
TOTAL					25,086.00
25875	08/12/2025	CSUSB Philanthropic ...	1012 · Citizens Business Bank		-1,500.00
	07/01/2025		6060 · Outreach	4-General Fund Ent.	450.00
			6060 · Outreach	1-Groundwater Ent.	375.00
			6060 · Outreach	3-Land Resources	450.00
			6060 · Outreach	6-Active Recharge...	225.00
TOTAL					1,500.00
25876	08/12/2025	Dion and Sons, Inc.	1012 · Citizens Business Bank		-1,198.04
	08/06/2025		5320 · Fuel	1-Groundwater Ent.	1,198.04
TOTAL					1,198.04
25877	08/12/2025	Edison - 6256 (Redland...	1012 · Citizens Business Bank		-192.48
	07/30/2025		6026 · Redlands Plaza CAM expenses	2-Redlands Plaza/...	192.48
TOTAL					192.48
25878	08/12/2025	Edison - 9779	1012 · Citizens Business Bank		-512.07
	07/30/2025		5420 · Electricity	4-General Fund Ent.	143.38
			5420 · Electricity	1-Groundwater Ent.	102.41
			5420 · Electricity	2-Redlands Plaza/...	215.07
			5420 · Electricity	6-Active Recharge...	51.21
TOTAL					512.07
25879	08/12/2025	Empire Disposal	1012 · Citizens Business Bank		-229.67
N198648170	07/31/2025		5460 · Water / Trash / Sewer	4-General Fund Ent.	103.35
			5460 · Water / Trash / Sewer	1-Groundwater Ent.	80.38
			5460 · Water / Trash / Sewer	3-Land Resources	22.97
			5460 · Water / Trash / Sewer	6-Active Recharge...	22.97
TOTAL					229.67

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<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Class</u>	<u>Original Amount</u>
25880	08/12/2025	Frontier-4860	1012 · Citizens Business Bank		-257.51
	07/28/2025		5440 · Telephone	4-General Fund Ent.	154.50
			5440 · Telephone	1-Groundwater Ent.	64.38
			5440 · Telephone	6-Active Recharge...	38.63
TOTAL					257.51
25881	08/12/2025	Frontier-7275	1012 · Citizens Business Bank		-203.50
	07/19/2025		5440 · Telephone	4-General Fund Ent.	38.12
			5440 · Telephone	1-Groundwater Ent.	15.89
			5440 · Telephone	6-Active Recharge...	9.53
			5470 · Internet Services	4-General Fund Ent.	62.98
			5470 · Internet Services	1-Groundwater Ent.	34.99
			5470 · Internet Services	2-Redlands Plaza/...	7.00
			5470 · Internet Services	3-Land Resources	20.99
			5470 · Internet Services	6-Active Recharge...	14.00
TOTAL					203.50
25882	08/12/2025	Highland Area Chambe...	1012 · Citizens Business Bank		-600.00
	08/05/2025		6093 · Memberships	4-General Fund Ent.	600.00
TOTAL					600.00
25883	08/12/2025	Intertelligence	1012 · Citizens Business Bank		-660.00
449	07/25/2025		5120 · Misc. Professional Services	4-General Fund Ent.	660.00
TOTAL					660.00
25884	08/12/2025	Lowe's Companies, Inc.	1012 · Citizens Business Bank		-96.14
	07/25/2025		5210 · Equipment Maintenance	1-Groundwater Ent.	96.14
TOTAL					96.14
25885	08/12/2025	Mikael Romich	1012 · Citizens Business Bank		-6,954.20
	08/06/2025		5123 · Habitat Management-WP	5-Wash Plan	86.00
			7151 · Mill Creek Permitting	1-Groundwater Ent.	64.20
			7151 · Mill Creek Permitting	1-Groundwater Ent.	3,402.00
			5123 · Habitat Management-WP	5-Wash Plan	3,402.00
TOTAL					6,954.20
25886	08/12/2025	Minds Illustrated	1012 · Citizens Business Bank		-8,260.31
PERC202507	08/01/2025		7126 · PERC Engr/Prof Services	6-Active Recharge...	8,260.31
TOTAL					8,260.31
25887	08/12/2025	PCtronics	1012 · Citizens Business Bank		-19,021.08
	08/12/2025		5120 · Misc. Professional Services	4-General Fund Ent.	12,625.00
	08/12/2025		7210 · Computer Hardware-Capital P...	4-General Fund Ent.	4,797.06
			7210 · Computer Hardware-Capital P...	1-Groundwater Ent.	1,599.02
TOTAL					19,021.08

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Num	Date	Name	Account	Class	Original Amount
25888	08/12/2025	Smart & Final	1012 · Citizens Business Bank		-45.65
	07/07/2025		6019 · Janitorial Supplies	4-General Fund Ent.	27.39
			6019 · Janitorial Supplies	1-Groundwater Ent.	18.26
TOTAL					45.65
25889	08/12/2025	Sonsray Machinery LLC	1012 · Citizens Business Bank		-364.08
PSO194765-1	07/31/2025		5210 · Equipment Maintenance	1-Groundwater Ent.	364.08
TOTAL					364.08
25890	08/12/2025	Terminix	1012 · Citizens Business Bank		-107.72
462323756	08/01/2025		6026 · Redlands Plaza CAM expenses	2-Redlands Plaza/...	107.72
TOTAL					107.72
25891	08/12/2025	The Wildlife Society	1012 · Citizens Business Bank		0.00
TOTAL					0.00
25892	08/12/2025	Thompson Reuters	1012 · Citizens Business Bank		-595.12
	08/01/2025		5180 · Legal	4-General Fund Ent.	148.78
			5180 · Legal	1-Groundwater Ent.	148.78
			5180 · Legal	3-Land Resources	119.02
			5180 · Legal	6-Active Recharge...	178.54
TOTAL					595.12
25893	08/12/2025	Unlimited Services	1012 · Citizens Business Bank		-800.00
	08/01/2025		6018 · Janitorial Services	4-General Fund Ent.	800.00
TOTAL					800.00
25894	08/12/2025	WEX Bank-Shell	1012 · Citizens Business Bank		-1,025.61
	08/06/2025		5320 · Fuel	1-Groundwater Ent.	1,025.61
TOTAL					1,025.61
25895	08/12/2025	Wilbur's	1012 · Citizens Business Bank		-105.05
	07/16/2025		5210 · Equipment Maintenance	1-Groundwater Ent.	86.73
	07/24/2025		5210 · Equipment Maintenance	1-Groundwater Ent.	18.32
TOTAL					105.05

San Bernardino Valley Water Conservation District
Expenditure Report
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<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Class</u>	<u>Original Amount</u>
25896	08/26/2025	Aliza Olmos	1012 · Citizens Business Bank		-259.21
	08/22/2025		6510 · Mileage	4-General Fund Ent.	67.13
			6510 · Mileage	1-Groundwater Ent.	41.97
			6510 · Mileage	3-Land Resources	16.79
			6510 · Mileage	6-Active Recharge...	41.97
			6520 · Travel, Other (rental car, taxi	4-General Fund Ent.	3.38
			6520 · Travel, Other (rental car, taxi	1-Groundwater Ent.	1.87
			6520 · Travel, Other (rental car, taxi	3-Land Resources	2.25
			6525 · Meals	4-General Fund Ent.	37.73
			6525 · Meals	1-Groundwater Ent.	29.35
			6525 · Meals	3-Land Resources	16.77
TOTAL					259.21
25897	08/26/2025	Allison Zecher	1012 · Citizens Business Bank		-225.48
	08/14/2025		6510 · Mileage	4-General Fund Ent.	8.76
			6510 · Mileage	1-Groundwater Ent.	5.48
			6510 · Mileage	3-Land Resources	2.19
			6510 · Mileage	6-Active Recharge...	5.48
			6001 · General Administration - Other	4-General Fund Ent.	203.57
TOTAL					225.48
25898	08/26/2025	Citizens Business Bank	1012 · Citizens Business Bank		-9,863.52
	08/13/2025		5210 · Equipment Maintenance	1-Groundwater Ent.	967.14
			5310 · Vehicle Maintenance	1-Groundwater Ent.	105.04
			6001 · General Administration - Other	4-General Fund Ent.	2,360.19
			6001 · General Administration - Other	4-General Fund Ent.	207.88
			6001 · General Administration - Other	1-Groundwater Ent.	207.88
			6002 · Website Administration	4-General Fund Ent.	9.00
			6024 · Computer Equip/Maint.	4-General Fund Ent.	4.56
			6024 · Computer Equip/Maint.	1-Groundwater Ent.	10.10
			6024 · Computer Equip/Maint.	2-Redlands Plaza/...	1.63
			6027 · Computer Software	4-General Fund Ent.	213.77
			6027 · Computer Software	1-Groundwater Ent.	56.26
			6027 · Computer Software	2-Redlands Plaza/...	84.38
			6027 · Computer Software	3-Land Resources	84.38
			6027 · Computer Software	5-Wash Plan	28.13
			6027 · Computer Software	6-Active Recharge...	95.64
			6030 · Office Supplies	4-General Fund Ent.	68.15
			6030 · Office Supplies	1-Groundwater Ent.	45.44
			6030 · Office Supplies	2-Redlands Plaza/...	22.72
			6030 · Office Supplies	3-Land Resources	34.08
			6030 · Office Supplies	5-Wash Plan	11.36
			6030 · Office Supplies	6-Active Recharge...	45.44
			6036 · Printing	4-General Fund Ent.	96.79
			6036 · Printing	1-Groundwater Ent.	77.43
			6036 · Printing	3-Land Resources	19.36
			6093 · Memberships	4-General Fund Ent.	41.30
			6525 · Meals	4-General Fund Ent.	158.21
			6525 · Meals	1-Groundwater Ent.	123.06
			6525 · Meals	3-Land Resources	70.32
			6425 · Meals	4-General Fund Ent.	162.47
			6530 · Lodging	4-General Fund Ent.	689.14
			6530 · Lodging	1-Groundwater Ent.	535.99
			6530 · Lodging	3-Land Resources	306.28
			6535 · Conf/Seminar Registrations	4-General Fund Ent.	513.00
			6535 · Conf/Seminar Registrations	1-Groundwater Ent.	399.00
			6535 · Conf/Seminar Registrations	3-Land Resources	228.00
			6435 · Conf/Seminar Registrations	4-General Fund Ent.	1,780.00
TOTAL					9,863.52

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Num	Date	Name	Account	Class	Original Amount
25899	08/26/2025	City of Redlands -Muni...	1012 · Citizens Business Bank		-2,609.40
	07/31/2025		6026 · Redlands Plaza CAM expenses	2-Redlands Plaza/...	2,609.40
TOTAL					2,609.40
25900	08/26/2025	Day Lite Maintenance, ...	1012 · Citizens Business Bank		-537.12
	07/25/2025		6026 · Redlands Plaza CAM expenses	2-Redlands Plaza/...	537.12
TOTAL					537.12
25901	08/26/2025	Diamond Environment...	1012 · Citizens Business Bank		-100.48
0006397822	08/11/2025		5460 · Water / Trash / Sewer	4-General Fund Ent.	45.22
			5460 · Water / Trash / Sewer	1-Groundwater Ent.	35.17
			5460 · Water / Trash / Sewer	3-Land Resources	10.05
			5460 · Water / Trash / Sewer	6-Active Recharge...	10.04
TOTAL					100.48
25902	08/26/2025	East Valley Water Distr...	1012 · Citizens Business Bank		-368.48
	08/07/2025		5120 · Misc. Professional Services	3-Land Resources	368.48
TOTAL					368.48
25903	08/26/2025	Edison - 6493	1012 · Citizens Business Bank		-102.81
	08/11/2025		5420 · Electricity	4-General Fund Ent.	28.79
			5420 · Electricity	1-Groundwater Ent.	20.56
			5420 · Electricity	2-Redlands Plaza/...	43.18
			5420 · Electricity	6-Active Recharge...	10.28
TOTAL					102.81
25904	08/26/2025	Edison - 8958	1012 · Citizens Business Bank		-836.21
	08/06/2025		5420 · Electricity	4-General Fund Ent.	234.14
			5420 · Electricity	1-Groundwater Ent.	167.24
			5420 · Electricity	2-Redlands Plaza/...	351.21
			5420 · Electricity	6-Active Recharge...	83.62
TOTAL					836.21
25905	08/26/2025	Frontier-9942	1012 · Citizens Business Bank		-89.49
	08/15/2025		5470 · Internet Services	4-General Fund Ent.	40.28
			5470 · Internet Services	1-Groundwater Ent.	22.37
			5470 · Internet Services	2-Redlands Plaza/...	4.47
			5470 · Internet Services	3-Land Resources	13.42
			5470 · Internet Services	6-Active Recharge...	8.95
TOTAL					89.49

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Num	Date	Name	Account	Class	Original Amount
25906	08/26/2025	Home Depot Credit Ser...	1012 · Citizens Business Bank		-373.43
	07/28/2025		5210 · Equipment Maintenance	1-Groundwater Ent.	133.08
			5215 · Property Maintenance	1-Groundwater Ent.	177.45
			5215 · Property Maintenance	3-Land Resources	44.36
			6060 · Outreach	4-General Fund Ent.	18.54
TOTAL					373.43
25907	08/26/2025	Horizon Water	1012 · Citizens Business Bank		-28.75
	08/12/2025		5460 · Water / Trash / Sewer	4-General Fund Ent.	12.93
			5460 · Water / Trash / Sewer	1-Groundwater Ent.	10.06
			5460 · Water / Trash / Sewer	3-Land Resources	2.88
			5460 · Water / Trash / Sewer	6-Active Recharge...	2.88
TOTAL					28.75
25908	08/26/2025	Intertelligence	1012 · Citizens Business Bank		-330.00
458	08/22/2025		5120 · Misc. Professional Services	4-General Fund Ent.	330.00
TOTAL					330.00
25909	08/26/2025	Larry Jacinto Construc...	1012 · Citizens Business Bank		-60,000.00
	06/30/2025		5050 · Basin Cleaning	1-Groundwater Ent.	60,000.00
TOTAL					60,000.00
25910	08/26/2025	Menor Tile & Stone	1012 · Citizens Business Bank		-1,108.59
	08/26/2025		6012 · Office Maintenance	4-General Fund Ent.	443.44
			6012 · Office Maintenance	2-Redlands Plaza/...	665.15
TOTAL					1,108.59
25911	08/26/2025	PEAC Solutions-Marlin...	1012 · Citizens Business Bank		-337.44
40779716	08/02/2025		6033 · Office Equipment Rental	4-General Fund Ent.	253.08
			6033 · Office Equipment Rental	1-Groundwater Ent.	16.87
			6033 · Office Equipment Rental	2-Redlands Plaza/...	50.62
			6033 · Office Equipment Rental	3-Land Resources	16.87
TOTAL					337.44
25912	08/26/2025	Press Enterprise	1012 · Citizens Business Bank		-1,008.30
	08/18/2025		6090 · Subscriptions/Publications	4-General Fund Ent.	1,008.30
TOTAL					1,008.30
25913	08/26/2025	Smart & Final	1012 · Citizens Business Bank		-222.73
	08/13/2025		6004 · Meeting Expenses	4-General Fund Ent.	6.63
			6004 · Meeting Expenses	3-Land Resources	6.63
	08/15/2025		6004 · Meeting Expenses	4-General Fund Ent.	72.68
			6004 · Meeting Expenses	3-Land Resources	72.67
			6019 · Janitorial Supplies	4-General Fund Ent.	38.47
			6019 · Janitorial Supplies	1-Groundwater Ent.	25.65
TOTAL					222.73

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Num	Date	Name	Account	Class	Original Amount
25914	08/26/2025	TLC Landscape Servic...	1012 · Citizens Business Bank		-430.00
8768	08/20/2025		6026 · Redlands Plaza CAM expenses	2-Redlands Plaza/...	430.00
TOTAL					430.00
25915	08/26/2025	Visual Edge IT, Inc.	1012 · Citizens Business Bank		-317.69
24AR2884377	08/19/2025		6033 · Office Equipment Rental	4-General Fund Ent.	238.27
			6033 · Office Equipment Rental	1-Groundwater Ent.	15.88
			6033 · Office Equipment Rental	2-Redlands Plaza/...	47.66
			6033 · Office Equipment Rental	3-Land Resources	15.88
TOTAL					317.69
25916	08/26/2025	Yesenia Yangin	1012 · Citizens Business Bank		-42.70
	08/22/2025		6510 · Mileage	4-General Fund Ent.	3.41
			6510 · Mileage	1-Groundwater Ent.	2.14
			6510 · Mileage	3-Land Resources	0.85
			6510 · Mileage	6-Active Recharge...	2.14
			6510 · Mileage	4-General Fund Ent.	13.66
			6510 · Mileage	1-Groundwater Ent.	8.54
			6510 · Mileage	3-Land Resources	3.42
			6510 · Mileage	6-Active Recharge...	8.54
TOTAL					42.70
25917	08/26/2025	Frontier-7275	1012 · Citizens Business Bank		-203.50
	08/26/2025		5440 · Telephone	4-General Fund Ent.	38.12
			5440 · Telephone	1-Groundwater Ent.	15.89
			5440 · Telephone	6-Active Recharge...	9.53
			5470 · Internet Services	4-General Fund Ent.	62.98
			5470 · Internet Services	1-Groundwater Ent.	34.99
			5470 · Internet Services	2-Redlands Plaza/...	7.00
			5470 · Internet Services	3-Land Resources	20.99
			5470 · Internet Services	6-Active Recharge...	14.00
TOTAL					203.50
25918	08/27/2025	ACWA/JPIA	1012 · Citizens Business Bank		-7,780.13
	07/11/2025		6310 · Property/ Auto Insurance	4-General Fund Ent.	389.01
			6310 · Property/ Auto Insurance	1-Groundwater Ent.	5,835.09
			6310 · Property/ Auto Insurance	2-Redlands Plaza/...	1,167.02
			6310 · Property/ Auto Insurance	3-Land Resources	389.01
TOTAL					7,780.13
100392N	08/01/2025	PERS	1012 · Citizens Business Bank		-4,180.00
			6170 · PERS Retirement	4-General Fund Ent.	752.40
			6170 · PERS Retirement	1-Groundwater Ent.	1,713.80
			6170 · PERS Retirement	2-Redlands Plaza/...	167.20
			6170 · PERS Retirement	3-Land Resources	585.20
			6170 · PERS Retirement	5-Wash Plan	41.80
			6170 · PERS Retirement	6-Active Recharge...	919.60
TOTAL					4,180.00

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San Bernardino Valley Water Conservation District
Expenditure Report
August 2025

<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Class</u>	<u>Original Amount</u>
100393N	08/08/2025	PERS	1012 · Citizens Business Bank		-11,085.26
			6170 · PERS Retirement	4-General Fund Ent.	1,995.34
			6170 · PERS Retirement	1-Groundwater Ent.	4,544.96
			6170 · PERS Retirement	2-Redlands Plaza/...	443.41
			6170 · PERS Retirement	3-Land Resources	1,551.94
			6170 · PERS Retirement	5-Wash Plan	110.85
			6170 · PERS Retirement	6-Active Recharge...	2,438.76
TOTAL					11,085.26
100394N	08/22/2025	PERS	1012 · Citizens Business Bank		-11,085.26
			6170 · PERS Retirement	4-General Fund Ent.	1,995.34
			6170 · PERS Retirement	1-Groundwater Ent.	4,544.96
			6170 · PERS Retirement	2-Redlands Plaza/...	443.41
			6170 · PERS Retirement	3-Land Resources	1,551.94
			6170 · PERS Retirement	5-Wash Plan	110.85
			6170 · PERS Retirement	6-Active Recharge...	2,438.76
TOTAL					11,085.26

San Bernardino Valley Water Conservation District
Director Fees Expenditure Payroll Report
August 2025

Pay Date	Name	For Period	Director Fees	Taxes Withheld	Check Amt
8/6/2025	Richard Corneille	Jun-25	\$ 831.00	\$ 73.55	\$ 757.45
8/6/2025	Mark Falcone	Jul-25	\$ 1,939.00	\$ 379.62	\$ 1,559.38
8/6/2025	John Longville	Jun-Jul 25	\$ 1,108.00	\$ 781.31	\$ 326.69
8/20/2025	Richard Corneille	Jul-25	\$ 831.00	\$ 73.54	\$ 757.46
8/20/2025	Melody McDonald	Jul-Aug 25	\$ 2,493.00	\$ 408.92	\$ 2,084.08
8/20/2025	John Longville	Aug-25	\$ 831.00	\$ 718.23	\$ 112.77
8/20/2025	Robert Stewart	Apr-Jul 25	\$ 4,432.00	\$ 1,064.56	\$ 3,367.44



MEMORANDUM

No. 2131

To: Board of Directors

From: Angie Quiroga, Senior Administrative Analyst
Betsy Miller, General Manager

Date: September 10, 2025

Subject: Unaudited Financial Reports for August 2025

RECOMMENDATION

Approve the Unaudited Financial Report for August 2025 as presented.

BACKGROUND AND DISCUSSION

Staff present a monthly unaudited financial report for the District at each Board meeting. The reports presented here cover the period ending August 31, 2025.

The following provides a summary of key budget variances across major accounts through August 2025, highlighting both over- and under-budget items based on actual revenues and expenditures.

- Total interest income is \$8,689 over budget to-date.
- Minimal groundwater revenue payments under GL 4022, Groundwater Charge, were received in August. The City of Redlands has reported \$149,285 in groundwater usage for the assessment period covering January-June 2025 with payment expected soon.
- Payment to PCTronics under GL 5120, Professional Services, for \$12,625 in cybersecurity tasks will be reimbursed through the State & Local Cybersecurity Grants for Local & Tribal Governments Program.
- GL 6001, General Administration-Other is above budget due to expenses incurred for the District-sponsored ASBCSD dinner. A portion of these expenses will be reimbursed from attendees through ASBCSD.
- All other expenses are as expected.

FISCAL IMPACT

There is no fiscal impact from reporting the financial status of the District.

BOARD OF DIRECTORS

Division 1
Richard Corneille

Division 2
Mark E. Falcone

Division 3
Robert Stewart

Division 4
John Longville

Division 5
Melody McDonald

GENERAL MANAGER

Betsy Miller

POTENTIAL MOTIONS

1. Approve the Unaudited Financial Report for August 2025 as presented.
2. Approve the Unaudited Financial Report for August 2025 with requests for specific changes.
3. Refer this item to the Finance & Administration Committee to consider specific issues.

ATTACHMENTS

Income Statement for August 2025
Expense Detail Report
Capital Improvement Projects Expense Report
Year-to-Date Graphs
Cash Status & Enterprise Tables
Monthly Report of Investment Transactions



Income Statement (Unaudited)

For the Period July 1, 2025 through August 31, 2025

		Current Month	YTD Actual	Annual Budget	YTD vs Total Budget %
INCOME					
4010	Interest Income	\$ 221,199	\$ 293,121	\$ 1,706,594	17%
4020	Groundwater Charge	2,597	480,715	\$ 1,568,203	31%
4025	Wash Plan Revenue	27,577	41,687	\$ 151,038	28%
4030	Mining Income	91,173	106,661	\$ 819,712	13%
4040	Miscellaneous Income	2,206	3,099	\$ 232,500	1%
4043	Project Salary Reim.	-	3,057	\$ 70,572	4%
4050	Property Tax	-	-	\$ 240,000	0%
4051	Wash Plan Trails	-	-	\$ 45,000	0%
4055	SBVMWD Spreading Agre. Reim.	-	-	\$ 506,227	0%
4060	Property Income	-	-	\$ 100	0%
4065	Redlands Plaza	14,425	26,971	\$ 212,049	13%
4066	Redlands Plaza CAM	3,908	7,401	\$ 56,127	13%
4080	Exchange Plan	-	-	\$ 30,000	0%
4999	Trust Reimbursement - WP	-	-	\$ -	
TOTAL INCOME		363,085	962,713	5,638,122	17%
EXPENSE					
5040	Regional Programs	-	10,000	10,000	100%
5050	Basin Cleaning	-	13,100	125,000	10%
5100	Professional Services	31,238	34,540	590,212	6%
5133	Regional River HCP Cont.	-	-	30,000	0%
5200	Field Operations	1,088	4,837	115,000	4%
5223	Temp. Field Labor	-	-	10,000	0%
5300	Vehicle Operations	2,329	2,329	42,220	6%
5400	Utilities	2,091	4,421	42,629	10%
6000	General Administration	20,659	58,863	702,032	8%
6100	Benefits	44,985	122,068	884,191	14%
6200	Salaries	122,995	207,884	2,405,459	9%
6300	Insurance	-	10,427	89,890	12%
6400	Board of Directors	15,398	13,221	143,844	9%
6500	Admin/Staff Expenses	3,373	5,417	53,614	10%
9999	Contribution to Cap. Maint	-	-	-	
TOTAL EXPENSES		244,156	487,107	5,244,091	9%
NET INCOME / (LOSS) Before CIP		118,929	475,605	394,031	121%
Total Other	Capital Improvement Projects	46,223	58,718	5,378,273	1%
Net Income	Net Income / (loss)	72,706	416,887	(4,984,242)	-8%



Expense Detail (Unaudited)

For the Period July 1, 2025 through August 31, 2025

		Current Month	YTD Actual	Annual Budget	YTD vs Total Budget %
EXPENSE					
Regional Programs					
5080	LAFCO Cont.	\$ -	\$ 10,000	\$ 10,000	100%
	Total Regional Programs	-	10,000	10,000	100%
Basin Cleaning					
5050	Basin Cleaning	-	13,100	125,000	10%
	Total Basin Cleaning	-	13,100	125,000	10%
Professional Services					
5120	Misc. Professional Services	17,655	20,395	265,000	8%
5122	Wash Plan	-	-	-	
5123	Habitat Management - WP	10,488	10,488	88,038	12%
5125	Engineering Services	-	-	35,000	0%
5127	Project Accounting	-	-	7,500	0%
5130	Aerial Photography	-	-	2,674	0%
5155	WP Trails	-	-	100,000	0%
5160	IT Support	2,500	2,500	36,000	7%
5170	Audit	-	-	31,000	0%
5180	Legal	595	1,157	25,000	5%
	Total Professional Services	31,238	34,540	590,212	6%
Regional River HCP Cont.					
5133	Regional River HCP Cont.	-	-	30,000	0%
	Total Regional River HCP Con	-	-	30,000	0%
Field Operations					
5210	Equipment Maint.	1,061	4,588	15,000	31%
5215	Property Maint.	28	249	40,000	1%
5225	Field Clean Up	-	-	60,000	0%
	Total Field Operations	1,088	4,837	115,000	4%
Temp. Field Labor					
5223	Temp. Field Labor	-	-	10,000	0%
	Total Temp. Field Labor	-	-	10,000	0%



Expense Detail (Unaudited)

For the Period July 1, 2025 through August 31, 2025

		Current Month	YTD Actual	Annual Budget	YTD vs Total Budget %
Vehicle Operations					
5310	Vehicle Maintenance	105	105	12,220	1%
5320	Fuel	2,224	2,224	30,000	7%
	Total Vehicle Operations	2,329	2,329	42,220	6%
Utilities					
5410	Alarm Service	-	129	4,000	3%
5420	Electricity	939	1,451	14,589	10%
5430	Mobile Phone	500	1,000	7,151	14%
5440	Telephone	64	643	4,562	14%
5450	Natural Gas	-	-	2,350	0%
5460	Water / Trash / Sewer	359	740	5,929	12%
5470	Internet	229	459	4,048	11%
	Total Utilities	2,091	4,421	42,629	10%
General Admin.					
6001	General Admin. - Other	2,980	2,969	10,000	30%
6002	Website Administration	374	739	6,000	12%
6004	Meetings	159	289	2,500	12%
6006	Permits	-	-	30,000	0%
6007	Inter District Costs	-	-	10,000	0%
6009	Licenses	-	-	2,500	0%
6010	Surety Bond	-	1,210	1,900	64%
6012	Office Maintenance	1,109	1,109	10,000	11%
6013	Office Lease	4,167	8,333	75,000	11%
6015	Mentone House Maint.	-	-	4,000	0%
6016	Redlands Plaza Maint.	-	265	10,000	3%
6018	Janitorial Services	845	1,690	10,560	16%
6019	Janitorial Supplies	64	256	750	34%
6020	Vacancy Marketing	-	-	5,000	0%
6024	Computer Equipment	662	662	3,308	20%
6026	Redlands Plaza CAM	1,333	6,178	56,931	11%
6027	Computer Software	1,433	3,740	25,252	15%
6030	Office Supplies	227	496	10,000	5%



Expense Detail (Unaudited)

For the Period July 1, 2025 through August 31, 2025

		Current Month	YTD Actual	Annual Budget	YTD vs Total Budget %
6033	Office Equipment Rental	655	1,277	8,100	16%
6036	Printing	194	194	2,500	8%
6039	Postage	-	169	1,500	11%
6042	Payroll Processing	349	657	7,000	9%
6045	Bank Service Fee	238	478	10,000	5%
6051	Uniforms	-	135	3,306	4%
6060	Outreach	4,222	5,741	336,000	2%
6087	Educational Reimb.	-	-	5,000	0%
6090	Subscriptions	1,008	1,967	3,308	59%
6091	Public Notices	-	-	6,500	0%
6093	Memberships	641	20,310	45,117	45%
	Total General Admin.	20,659	58,863	702,032	8%
	Benefits				
6110	Vision	308	662	4,753	14%
6120	Workers Comp.	-	-	28,521	0%
6130	Dental	958	2,128	15,718	14%
6150.01	Medical Employee Cont.	(2,409)	(4,638)	(43,031)	11%
6150	Medical - Other	21,926	48,378	422,001	11%
6160	Payroll Taxes - Employer	7,390	13,188	166,695	8%
6170.01	PERS Employee Cont.	(5,708)	(11,188)	(105,442)	11%
6170.02	457 Plan Employee Cont.	(4,180)	(8,360)	-	
6170	PERS - Other	26,701	81,898	394,976	21%
	Total Benefits	44,985	122,068	884,191	14%
	Salaries				
6230	Regular Salaries	122,995	207,884	2,405,459	9%
	Total Salaries	122,995	207,884	2,405,459	9%
	Insurance				
6310	Property / Auto	-	7,780	11,186	70%
6320	General Liability	-	2,647	78,704	3%
	Total Insurance	-	10,427	89,890	12%



Expense Detail (Unaudited)

For the Period July 1, 2025 through August 31, 2025

		Current Month	YTD Actual	Annual Budget	YTD vs Total Budget %
Directors' Expense					
6401.5	Payroll Taxes	961	707	-	
6401	Directors' Fees - Other	12,465	9,141	113,400	8%
6410	Mileage	29	64	5,856	1%
6415	Air Fare	-	864	5,615	15%
6420	Travel - Other	-	138	672	21%
6425	Meals	162	255	5,124	5%
6430	Lodging	-	272	5,856	5%
6435	Conf / Seminar Registration	1,780	1,780	7,321	24%
6440	Election Fees	-	-	-	
Total Directors' Expense		15,398	13,221	143,844	9%
Admin / Staff Expenses					
6510	Mileage	232	224	3,328	7%
6515	Air Fare	-	-	6,750	0%
6520	Travel - Other	8	8	1,500	1%
6525	Meals	462	776	4,961	16%
6530	Lodging	1,531	1,531	8,800	17%
6535	Conf / Seminar Registration	1,140	2,878	28,275	10%
Total Admin / Staff Expenses		3,373	5,417	53,614	10%
9999	Contributions to Cap. Maint.	-	-	-	
Total Expenses		244,156	487,107	5,244,091	9%



**San Bernardino Valley
Water Conservation District**
Helping Nature Store Our Water

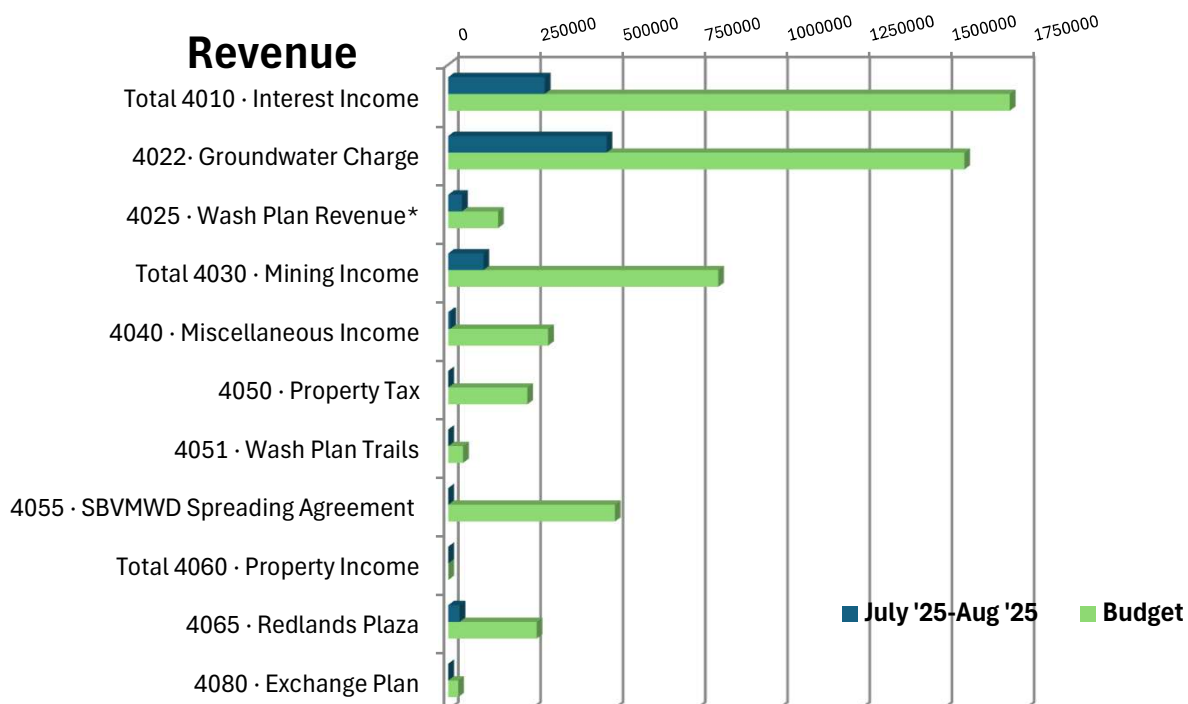
Capital Improvement Projects (Unaudited)

For the Period July 1, 2025 through August 31, 2025

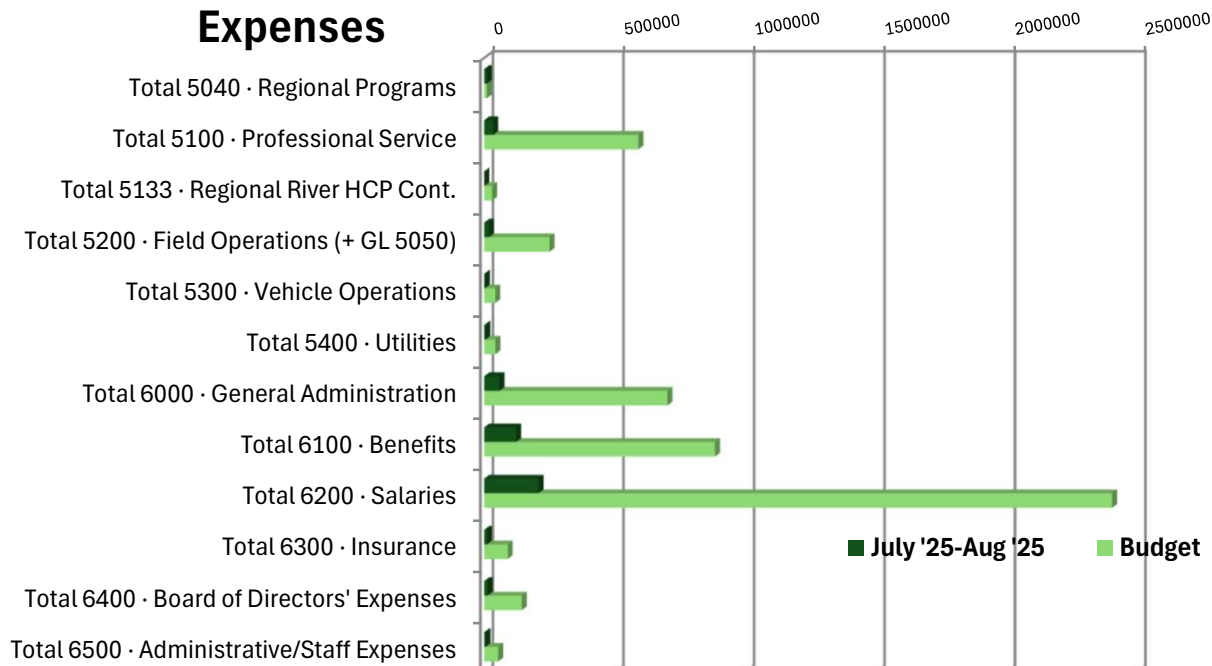
		Current Month	YTD Actual	Annual Budget	YTD vs Total Budget %
Construction					
7010	Materials	\$ -	\$ -	\$ 12,000	0%
	Total Construction	\$ -	\$ -	\$ 12,000	0%
Land & Buildings					
7110	Property Cap. Repairs	\$ -	\$ 6,579	\$ 563,937	1%
7120	Property - Land Purchase	\$ -	\$ -	\$ 70,000	0%
7126	PERC Engr/Prof Services	\$ 35,206	\$ 35,206	\$ 3,892,606	1%
7130	Mentone Property - House	\$ -	\$ -	\$ 7,000	0%
7140	Mentone Property - Shop	\$ -	\$ -	\$ 100,000	0%
7150	Mill Creek Diversion	\$ -	\$ -	\$ 150,000	0%
7151	Mill Creek Permitting	\$ 4,621	\$ 4,621	\$ 135,730	3%
7160	Mendoza Property	\$ -	\$ -	\$ 137,000	0%
	Total Land & Building	\$ 39,827	\$ 46,405	\$ 5,056,273	1%
Equipment & Vehicles					
7210	Computer Hardware	\$ 6,396	\$ 6,396	\$ 10,000	64%
7220	Computer Software	\$ -	\$ 5,917	\$ 5,000	118%
7230	Field Equip. Vehicles	\$ -	\$ -	\$ 140,000	0%
7240	Office Equipment	\$ -	\$ -	\$ 30,000	0%
	Total Equipment & Vehicles	\$ 6,396	\$ 12,313	\$ 185,000	7%
Professional Services					
7438	Engineering Services - Other	\$ -	\$ -	\$ 125,000	0%
	Total Professional Services	\$ -	\$ -	\$ 125,000	0%
	Total Capital Improvement Projects	\$ 46,223	\$ 58,718	\$ 5,378,273	1%

Year-to-Date Graphs

Revenue



Expenses



Cash Status	As of 7/1/25	As of 08/31/25
LAIF	\$ 1,073.98	\$ 1,085.75
Citizens Bank	\$ 737,578.43	\$ 1,185,721.24
UBS Financial-Gen	\$ 3,184,116.74	\$ 3,209,243.21
UBS Financial-PERC	\$ 24,619,593.38	\$ 24,669,135.44
US Bank-CAMP Gen	\$ 4,786,841.16	\$ 4,822,747.30
US Bank-CAMP PERC	\$ 9,866,356.13	\$ 9,895,357.71
Total	\$ 43,195,559.82	\$ 43,783,290.65
Less Prepaid Royalty	\$ (5,000,000.00)	\$ (5,000,000.00)
Less PERC Obligation	\$ (35,027,806.17)	\$ (35,129,430.00)
Cash Position	\$ 3,167,753.65	\$ 3,653,860.65

Enterprise	Actual	Annual Budget	% of Budget
Groundwater Revenue	\$ 522,402	\$ 2,003,617	26%
Groundwater Expense	\$ 142,016	\$ 2,080,954	7%
Revenue -Expense	\$ 380,386	\$ (77,337)	
Redlands Plaza Revenue	\$ 34,372	\$ 268,276	13%
Redlands Plaza Expense	\$ 19,382	\$ 246,728	8%
Revenue -Expense	\$ 14,990	\$ 21,548	
Land Enterprise Revenue	\$ 109,718	\$ 947,212	12%
Land Enterprise Expense	\$ 53,147	\$ 970,609	5%
Revenue -Expense	\$ 56,571	\$ (23,397)	
General Fund Revenue *	\$ 80,466	\$ 1,016,656	8%
General Fund Expense	\$ 195,116	\$ 933,407	21%
Revenue -Expense	\$ (114,650)	\$ 83,249	
Wash Plan Revenue	\$ 41,687	\$ 151,038	28%
Wash Plan Expense	\$ 41,392	\$ 149,847	28%
Revenue-Expense	296	1,191	
PERC Revenue	\$ 174,067	\$ 1,251,323	14%
PERC Expense	\$ 36,054	\$ 862,546	4%
Revenue-Expense	\$ 138,013	\$ 388,777	
Total All Revenue - Expense	\$ 475,605	\$ 394,031	

* General Fund Revenue shown here does not include overhead

* Wash Plan Fund Revenue shown here does not include prior FY expense reimbursements

Monthly Report of Investment Transactions

August 2025

Institution	Fund	Date	Transactions	Amount
UBS	General	N/A	None	\$ -
UBS	PERC	N/A	None	\$ -
CAMP	General	07/31/25	Accrual Income Dividend Reinvestment	\$ 17,970.59
CAMP	PERC	08/31/25	Accrual Income Dividend Reinvestment	\$ 14,514.94



MEMORANDUM

No. 2132

To: Board of Directors

From: Finance & Administration Committee
Angie Quiroga, Senior Administrative Analyst
Betsy Miller, General Manager

Date: September 10, 2025

Subject: Fourth Quarter Unaudited Financial Reports for Fiscal Year 2025

RECOMMENDATION

The Finance & Administration Committee recommends approval of the Fourth Quarter Unaudited Financial Reports for Fiscal Year 2025 as presented.

BACKGROUND AND DISCUSSION

The Finance & Administration Committee considered the Fourth Quarter Unaudited Financial Reports at their meeting on August 20, 2025. Following review, the Committee recommended that the Board approve of the Reports as presented.

These Reports indicate that revenue for FY25 was higher than budgeted due to income from interest, groundwater charge, property taxes, project salary reimbursement, and Wash Plan revenue from loans and reimbursement of implementation expenses from the San Bernardino Valley Conservation Trust.

Operating expenses were lower than budgeted primarily due to unused funds in GL 5120 Professional Services and reduced staff expenses under Salary and Benefits. In addition, GL 5215 Property Maintenance, GL 5300 Vehicle Operations, and GL 6000 General Admin were under budget. While significant progress was made on multiple capital projects, the capital projects spanning multiple fiscal years were under budget. Additional adjustments will be made as remaining fiscal year invoices and payments are received, and will be reflected in the Audited Financials presented as part of the Audit.

FISCAL IMPACT

There is no fiscal impact from reporting the financial status of the District.

BOARD OF DIRECTORS

Division 1
Richard Corneille

Division 2
Mark E. Falcone

Division 3
Robert Stewart

Division 4
John Longville

Division 5
Melody McDonald

GENERAL MANAGER

Betsy Miller

POTENTIAL MOTIONS

1. Approve the Fourth Quarter Unaudited Financials for FY25 as recommended by the Finance & Administration Committee.
2. Refer this item to the Finance & Administration Committee to consider specific issues.
3. Provide other directions to staff.

ATTACHMENTS

Income Statement for July 2024-June 2025
Expense Detail Report
Capital Improvement Projects Expense Report
Year-to-Date Graphs
Cash Status & Enterprise Tables
Balance Sheet



**San Bernardino Valley
Water Conservation District**

Helping Nature Store Our Water

Income Statement (Unaudited)

For the Period July 1, 2024 through June 30, 2025

		YTD Actual	Annual Budget	YTD vs Total Budget %
INCOME				
4010	Interest Income	\$ 2,326,091	\$ 1,660,000	140%
4020	Groundwater Charge	1,582,431	\$ 1,440,349	110%
4025	Wash Plan Revenue	205,310	\$ 120,255	171%
4030	Mining Income	653,160	\$ 713,000	92%
4040	Miscellaneous Income	61,631	\$ 95,375	65%
4043	Project Salary Reim.	180,208	\$ 53,154	339%
4050	Property Tax	248,470	\$ 169,775	146%
4051	Wash Plan Trails	-	\$ 66,000	0%
4055	SBVMWD Spreading Agre. Reim.	493,880	\$ 502,542	98%
4060	Property Income	200	\$ 100	200%
4065	Redlands Plaza	188,106	\$ 201,162	94%
4066	Redlands Plaza CAM	52,264	\$ 47,554	110%
4080	Exchange Plan	40,500	\$ -	
4999	Trust Reimbursement - WP	530,338	\$ -	
TOTAL INCOME		6,562,589	5,069,267	129%
EXPENSE				
5040	Regional Programs	2,580	2,580	100%
5050	Basin Cleaning	204,409	250,000	82%
5100	Professional Services	737,342	882,362	84%
5133	Regional River HCP Cont.	-	30,000	0%
5200	Field Operations	96,737	115,000	84%
5223	Temp. Field Labor	3,525	10,000	35%
5300	Vehicle Operations	30,860	45,626	68%
5400	Utilities	35,633	33,137	108%
6000	General Administration	367,235	437,406	84%
6100	Benefits	517,753	720,602	72%
6200	Salaries	1,546,893	2,107,738	73%
6300	Insurance	74,909	55,256	136%
6400	Board of Directors	161,517	188,110	86%
6500	Admin/Staff Expenses	50,061	53,075	94%
9999	Contribution to Cap. Maint	-	50,000	0%
TOTAL EXPENSES		3,829,454	4,980,891	77%
NET INCOME / (LOSS) Before CIP		2,733,135	88,376	3093%
Total Ot	Capital Improvement Projects	2,137,207	4,836,961	44%
Net Incc	Net Income / (loss)	595,928	(4,748,586)	-13%



Expense Detail (Unaudited)
For the Period July 1, 2024 through June 30, 2025

		YTD Actual	Annual Budget	YTD vs Total Budget %
EXPENSE				
	Regional Programs			
5080	LAFCO Cont.	\$ 2,580	\$ 2,580	100%
	Total Regional Programs	2,580	2,580	100%
	Basin Cleaning			
5050	Basin Cleaning	204,409	250,000	82%
	Total Basin Cleaning	204,409	250,000	82%
	Professional Services			
5120	Misc. Professional Services	385,672	558,875	69%
5122	Wash Plan	6,500	-	
5123	Habitat Management - WP	166,877	87,590	191%
5125	Engineering Services	7,492	35,000	21%
5126	GW Sustainability	83,965	-	
5127	Project Accounting	5,623	7,500	75%
5130	Aerial Photography	673	2,547	26%
5155	WP Trails	-	100,000	0%
5160	IT Support	35,281	34,500	102%
5170	Audit	30,960	31,350	99%
5180	Legal	14,300	25,000	57%
	Total Professional Services	737,342	882,362	84%
	Regional River HCP Cont.			
5133	Regional River HCP Cont.	-	30,000	0%
	Total Regional River HCP Cont.	-	30,000	0%
	Field Operations			
5210	Equipment Maint.	14,633	15,000	98%
5215	Property Maint.	7,449	40,000	19%
5225	Field Clean Up	74,655	60,000	124%
	Total Field Operations	96,737	115,000	84%



Expense Detail (Unaudited)
For the Period July 1, 2024 through June 30, 2025

		YTD Actual	Annual Budget	YTD vs Total Budget %
Temp. Field Labor				
5223	Temp. Field Labor	3,525	10,000	35%
	Total Temp. Field Labor	3,525	10,000	35%
Vehicle Operations				
5310	Vehicle Maintenance	7,455	10,626	70%
5320	Fuel	23,405	35,000	67%
	Total Vehicle Operations	30,860	45,626	68%
Utilities				
5410	Alarm Service	3,540	1,260	281%
5420	Electricity	12,161	11,032	110%
5430	Mobile Phone	5,800	7,508	77%
5440	Telephone	4,186	3,240	129%
5450	Natural Gas	1,432	2,350	61%
5460	Water / Trash / Sewer	5,214	4,490	116%
5470	Internet	3,300	3,257	101%
	Total Utilities	35,633	33,137	108%
General Admin.				
6001	General Admin. - Other	16,613	6,000	277%
6002	Website Administration	4,597	6,300	73%
6004	Meetings	2,558	2,500	102%
6006	Permits	18,685	15,000	125%
6007	Inter District Costs	500	10,000	5%
6009	Licenses	2,440	2,000	122%
6010	Surety Bond	1,815	1,900	96%
6012	Office Maintenance	2,762	10,000	28%
6013	Office Lease	50,000	50,000	100%
6015	Mentone House Maint.	89	4,000	2%
6016	Redlands Plaza Maint.	2,200	20,000	11%
6018	Janitorial Services	9,976	10,560	94%



Expense Detail (Unaudited)
For the Period July 1, 2024 through June 30, 2025

		YTD Actual	Annual Budget	YTD vs Total Budget %
6019	Janitorial Supplies	686	450	152%
6020	Vacancy Marketing	-	5,000	0%
6024	Computer Equipment	337	3,150	11%
6026	Redlands Plaza CAM	50,221	47,554	106%
6027	Computer Software	21,762	23,250	94%
6030	Office Supplies	10,158	10,000	102%
6033	Office Equipment Rental	8,914	8,100	110%
6036	Printing	2,500	2,500	100%
6039	Postage	2,249	1,200	187%
6042	Payroll Processing	4,425	5,000	89%
6045	Bank Service Fee	2,377	10,000	24%
6051	Uniforms	3,215	3,209	100%
6060	Outreach	104,476	130,000	80%
6087	Educational Reimb.	225	5,000	5%
6090	Subscriptions	2,408	3,150	76%
6091	Public Notices	6,497	4,000	162%
6093	Memberships	34,549	37,583	92%
	Total General Admin.	367,235	437,406	84%
	Benefits			
6110	Vision	2,745	3,735	73%
6120	Workers Comp.	18,865	27,435	69%
6130	Dental	9,266	14,299	65%
6150.01	Medical Employee Cont.	(27,250)	(39,230)	69%
6150	Medical - Other	241,292	328,027	74%
6160	Payroll Taxes - Employer	106,431	138,849	77%
6170.01	PERS Employee Cont.	(60,076)	(85,805)	70%
6170.02	457 Plan Employee Cont.	(53,200)	-	
6170	PERS - Other	279,680	333,293	84%
	Total Benefits	517,753	720,602	72%



Expense Detail (Unaudited)
For the Period July 1, 2024 through June 30, 2025

		YTD Actual	Annual Budget	YTD vs Total Budget %
Salaries				
6230	Regular Salaries	1,546,893	2,107,738	73%
	Total Salaries	1,546,893	2,107,738	73%
Insurance				
6310	Property / Auto	9,323	8,036	116%
6320	General Liability	65,587	47,220	139%
	Total Insurance	74,909	55,256	136%
Directors' Expense				
6401.5	Payroll Taxes	9,632	-	
6401	Directors' Fees - Other	104,547	110,600	95%
6410	Mileage	2,690	5,324	51%
6415	Air Fare	1,474	4,883	30%
6420	Travel - Other	167	666	25%
6425	Meals	3,174	4,659	68%
6430	Lodging	2,711	5,324	51%
6435	Conf / Seminar Registration	5,801	6,655	87%
6440	Election Fees	31,322	50,000	63%
	Total Directors' Expense	161,517	188,110	86%
Admin / Staff Expenses				
6510	Mileage	4,535	3,025	150%
6515	Air Fare	3,091	6,750	46%
6520	Travel - Other	1,077	1,500	72%
6525	Meals	5,525	4,725	117%
6530	Lodging	11,481	8,800	130%
6535	Conf / Seminar Registration	24,352	28,275	86%
	Total Admin / Staff Expenses	50,061	53,075	94%
9999	Contributions to Cap. Maint.	-	50,000	0%
	Total Expenses	3,829,454	4,980,891	77%



San Bernardino Valley
Water Conservation District
Helping Nature Store Our Water

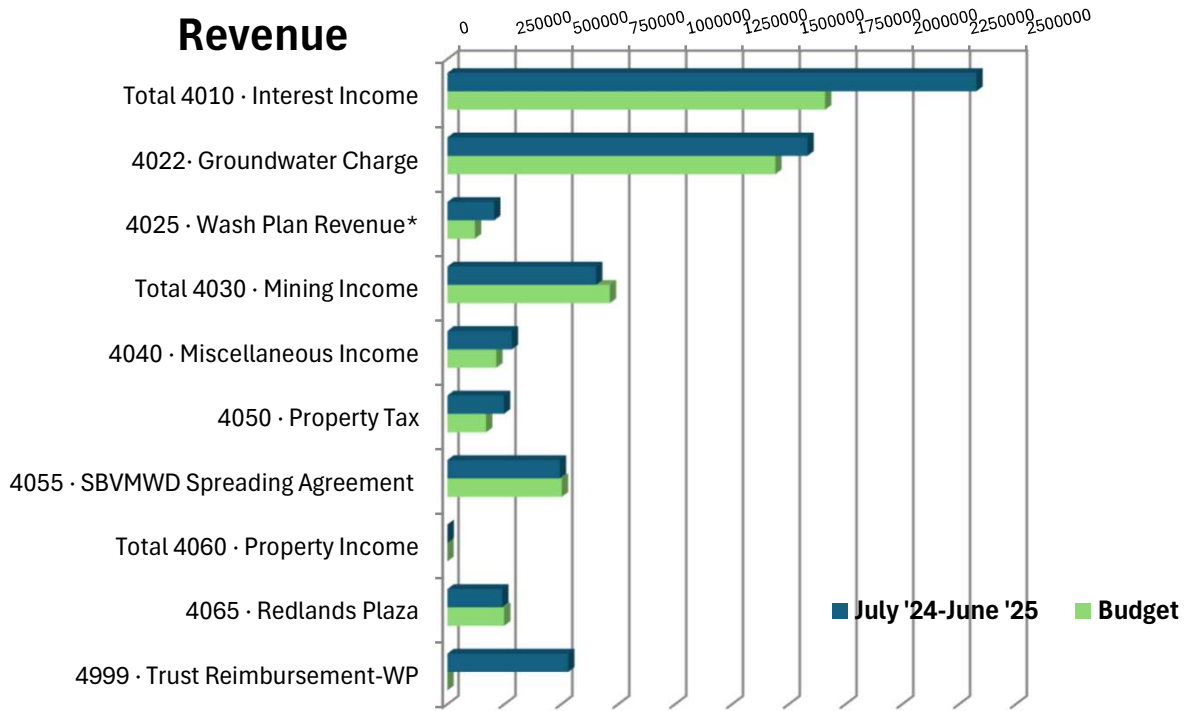
Capital Improvement Projects (Unaudited)

For the Period July 1, 2024 through June 30, 2025

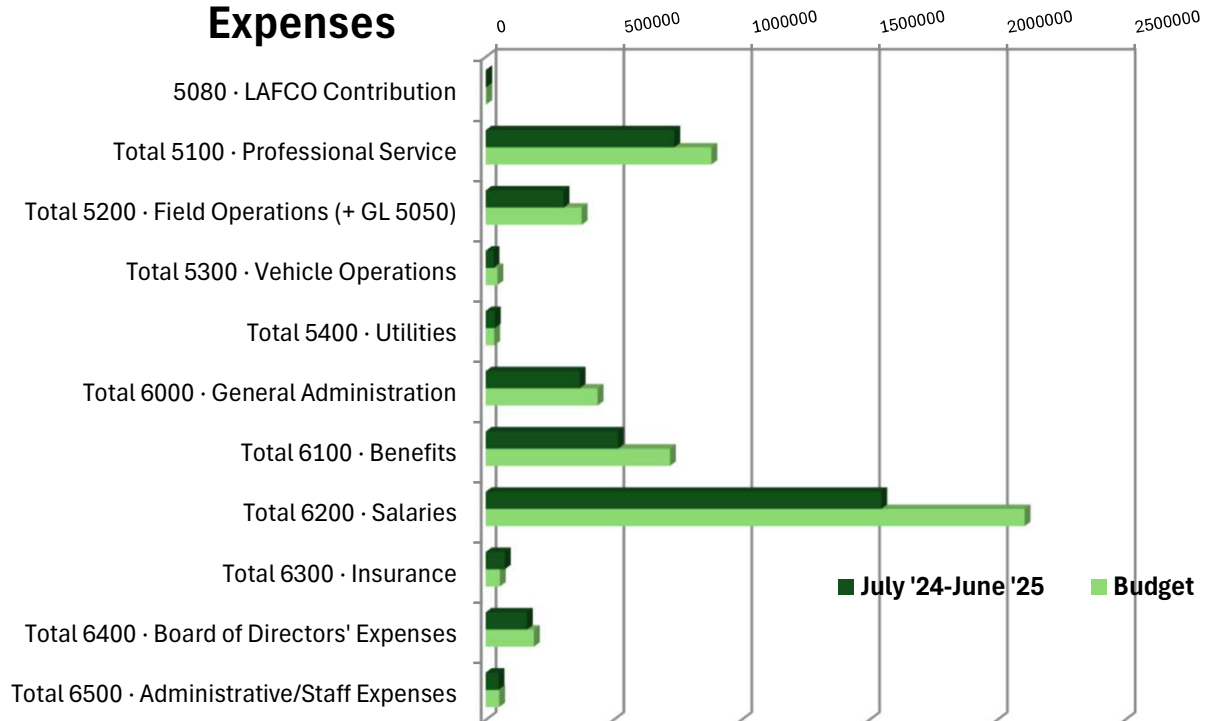
		YTD Actual	Annual Budget	YTD vs Total Budget %
Construction				
7010	Materials	\$ -	\$ 12,000	0%
	Total Construction	\$ -	\$ 12,000	0%
Land & Buildings				
7110	Property Cap. Repairs	\$ 17,945	\$ 590,000	3%
7120	Property - Land Purchase	\$ 26,013	\$ 70,000	37%
7126	PERC Engr/Prof Services	\$ 1,600,417	\$ 2,419,256	66%
7130	Mentone Property - House	\$ -	\$ 7,000	0%
7140	Mentone Property - Shop	\$ 349,452	\$ 854,204	41%
7150	Mill Creek Diversion	\$ -	\$ 250,000	0%
7151	Mill Creek Permitting	\$ 72,752	\$ 187,101	39%
7160	Mendoza Property	\$ -	\$ 137,000	0%
	Total Land & Building	\$ 2,066,579	\$ 4,514,561	46%
Equipment & Vehicles				
7210	Computer Hardware	\$ 4,952	\$ 10,000	50%
7220	Computer Software	\$ 5,000	\$ 5,000	100%
7230	Field Equip. Vehicles	\$ 49,295	\$ 140,000	35%
7240	Office Equipment	\$ 11,381	\$ 30,400	37%
	Total Equipment & Vehicles	\$ 70,628	\$ 185,400	38%
Professional Services				
7438	Engineering Services - Other	\$ -	\$ 125,000	0%
	Total Professional Services	\$ -	\$ 125,000	0%
	Total Capital Improvement Projects	\$ 2,137,207	\$ 4,836,961	44%

Year-to-Date Graphs

Revenue



Expenses



Cash Status	As of 7/1/2024	As of 06/30/25
LAIF	\$ 1,026.17	\$1,073.98
Citizens Bank	\$ 601,274.36	\$737,578.43
UBS Financial-Gen	\$ 5,618,122.33	\$3,184,116.74
UBS Financial-PERC	\$ 28,215,679.82	\$24,619,593.38
US Bank-CAMP Gen	\$ 4,307,416.23	\$4,786,841.16
US Bank-CAMP PERC	\$ 5,188,179.38	\$ 9,866,356.13
Total	\$ 43,931,698.29	\$ 43,195,559.82
Less Prepaid Royalty	\$ (5,000,000.00)	\$ (5,000,000.00)
Less PERC Obligation	\$ (35,292,240.70)	\$ (35,008,874.54)
Cash Position	\$ 3,639,457.59	\$ 3,186,685.28

Enterprise	Actual	Budget	% of Budget
Groundwater Revenue	\$ 1,986,946	\$ 1,915,637	104%
Groundwater Expense	\$ 1,398,902	\$ 2,103,514	67%
Revenue -Expense	\$ 588,044	\$ (187,877)	
Redlands Plaza Revenue	\$ 241,397	\$ 248,816	97%
Redlands Plaza Expense	\$ 125,686	\$ 221,254	57%
Revenue -Expense	\$ 115,711	\$ 27,562	
Land Enterprise Revenue	\$ 835,314	\$ 796,500	105%
Land Enterprise Expense	\$ 480,571	\$ 810,501	59%
Revenue -Expense	\$ 354,743	\$ (14,001)	
General Fund Revenue *	\$ 1,222,357	\$ 956,808	128%
General Fund Expense	\$ 1,206,033	\$ 971,560	124%
Revenue -Expense	\$ 16,323	\$ (14,752)	
Wash Plan Revenue	\$ 205,310	\$ 120,255	171%
Wash Plan Expense	\$ 397,996	\$ 120,255	331%
Revenue-Expense	(192,686)	(0)	
PERC Revenue	\$ 1,540,927	\$ 1,031,250	149%
PERC Expense	\$ 220,266	\$ 753,806	29%
Revenue-Expense	\$ 1,320,661	\$ 277,444	
Total All Revenue - Expense	\$ 2,202,797	\$ 88,376	

* General Fund Revenue shown here does not include overhead

* Wash Plan Fund Revenue shown here does not include Trust reimbursement payments



Balance Sheet (Unaudited)

As of June 30, 2025

		June 2025
Assets		
1	Cash & Investments	
2	Cash	692,730.50
3	LAIF	1,073.98
4	UBS General	3,174,141.72
5	UBS PERC	24,433,253.14
6	US Bank - CAMP General	4,769,572.78
7	US Bank - CAMP PERC	9,849,511.14
8	Total Cash & Investments	42,920,283.26
9	Accounts Receivable	
10	Accounts Receivable	520,668.33
11	Accounts Receivable - Redlands	-
12	Accounts Receivable - CEMEX	23,476.00
13	Total Accounts Recievable	544,144.33
14	Other Current Assets	
15	A/R Redlands - GASB 87	522,421.00
16	A/R Royalties/Rent	731,663.00
17	A/R Assessments	76,488.38
18	Rental Cemex - GASB 87	881,954.00
19	Due To/From Wash Plan	(312,415.05)
20	WP Promissory Note	(811,923.00)
21	A/R Property Tax	2,197.29
22	HVAC	5,052.94
23	Interest Receivable	230,440.40
24	Prepaid Expenses	39,133.75
25	Undeposited Funds	120,779.36
26	Total Other Current Assets	1,485,792.07
27	Fixed Assets	
28	Land	4,083,904.06
29	Buildings	277,023.62
30	Land Improvements	1,428.63
31	Vehicles	306,087.11
32	Office Equipment	213,679.07
33	Field Equipment	318,755.80
34	Concrete Basin	1,461,910.75
35	Redlands Plaza - Land	110,250.00
36	Redlands Plaza - Building	1,009,019.95



Balance Sheet (Unaudited)

As of June 30, 2025

			June 2025
37	Redlands Plaza - Improvements		391,743.63
38	Redlands Plaza - Equipment		20,533.00
39	Accum. Depreciation		(1,073,990.88)
40	Accum. Dep. - Redlands Plaza		(814,209.57)
41	WIP - Mill Creek Diversion		2,235,713.43
42	WIP - Mill Creek Diversion - Permitting		580,682.73
43	CIP - Mentone Shop		330,511.63
44	Total Fixed Assets		9,453,042.96
45	Other Assets		
46	ROU Asset - Leases		16,183.00
47	ROU Asset - SBITA		25,434.00
48	Accum. Amortization - Leases		(8,477.00)
49	Accum. Amortization - SBITA		(19,108.00)
50	Net OPEB Asset		104,726.00
51	Deferred Outflows - Actuarial		540,462.00
52	Deferred Outflows - Contributions		122,932.00
53	Deferred Outflows - OPEB		156,369.00
54	Total Other Assets		938,521.00
55	Total Assets		55,341,783.62
Liabilities & Equity	56		
	57		
	58	Accounts Payable	
	59	Accounts Payable	234,516.14
	60	Total Accounts Payable	234,516.14
	61	Other Current Liabilities	
	62	Accrued Expenses	9,310.77
	63	Short Term Compensated Absences	119,778.71
	64	Promissory Note	(811,923.01)
	65	Due To/From SBVWCD - WP	(312,415.04)
	66	Accrued Salaries & Benefits	36,578.71
	67	DR Horton	198,706.33
	68	TREH Partners	6,681.21
	69	S-P Deerfield Blossom Trails	-
	70	Security Deposit - Redlands Plaza	12,555.80
	71	Net Pension Liability	409,387.00
	72	ST Payable - Leases	3,638.00



Balance Sheet (Unaudited)

As of June 30, 2025

		June 2025
73	ST Payable - SBITA	4,893.00
74	Total Other Current Liabilities	(322,808.52)
75	Long Term Liabilities	
76	Deferred Revenue	41,875,000.00
77	Compensation Absences	49,136.72
78	LT Payable - Leases	5,531.00
79	Deferred Inflows - Actuarial	164,116.00
80	Deferred Inflows - OPEB	162,613.00
81	Deferred Inflows - GA SB 87	1,331,259.00
82	Total Long Term Liabilities	43,587,655.72
83	Total Liabilities	43,499,363.34
84		
85	Equity	
86	Fund Balance	14,412,943.80
87	Fund Balance - Wash Plan	(1,067,466.36)
88	Retained Earnings	(2,098,985.03)
89	Net Income	595,927.87
90	Total Equity	11,842,420.28
91	Total Liabilities & Equity	55,341,783.62

-



MEMORANDUM

No. 2134

To: Board of Directors

From: Betsy Miller, General Manager

Date: September 10, 2025

Subject: Amendment to Agreement for Employment of In-house Counsel and District Counsel Bonus

RECOMMENDATION

Approve the Amendment to Agreement for Employment of In-house Counsel and direct the General Manager to provide a merit bonus to District Counsel in the amount of \$15,000 in recognition of the value of this work in FY25.

BACKGROUND AND DISCUSSION

On August 11, 2021, the Board authorized the Agreement for Employment of In-house Counsel with David Cosgrove to serve as District Counsel. During Mr. Cosgrove's annual review in Closed Session on July 9 and August 13, 2025, the Board expressed their satisfaction with the value provided by in-house counsel and directed staff to provide an annual bonus for Mr. Cosgrove.

To do so, staff have prepared the Amendment to Agreement for Employment of In-House Counsel, which reflects cost-of-living salary adjustments that have accrued since the initial execution of the agreement and provides a mechanism for the Board to consider awarding a discretionary, performance-based bonus in connection with the annual performance review process.

FISCAL IMPACT

Approval of this item would result in expenditure of up to Three Hundred Fourteen Thousand One Hundred Thirty-Six dollars and Zero cents (\$314,136.00) in total possible compensation for District Counsel if he is awarded a full bonus in FY26.

POTENTIAL MOTIONS

1. Approve the Amendment to Agreement for Employment of In-house Counsel and direct the General Manager to provide a merit bonus to District Counsel in the amount of \$15,000 in recognition of the value of this work in FY25.

BOARD OF DIRECTORS

Division 1
Richard Corneille

Division 2
Mark E. Falcone

Division 3
Robert Stewart

Division 4
John Longville

Division 5
Melody McDonald

GENERAL MANAGER

Betsy Miller

2. Approve the Amendment to Agreement for Employment of In-house Counsel and direct the General Manager to provide a merit bonus to District Counsel in a different amount in recognition of the value of this work in FY25.
3. Approve the Amendment to Agreement for Employment of In-house Counsel.
4. Provide other directions to staff.

ATTACHMENTS

Amendment to Agreement for Employment of In-house Counsel

AMENDMENT TO AGREEMENT FOR EMPLOYMENT OF IN-HOUSE COUNSEL

This AMENDMENT TO AGREEMENT FOR EMPLOYMENT OF IN-HOUSE COUNSEL ("Amendment") is entered into effective on the 10TH day of September 2025, ("Effective Date") by and between the SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT, a public agency and water conservation district duly formed and existing under the Water Conservation Act, California Water Code sections 74000 *et seq.* ("District") and David B. Cosgrove ("Employee") on the terms and conditions stated herein. This Amendment is entered into in consideration of all of the following:

RECITALS:

- A. District and Employee entered into that certain "Agreement for Employment of In-House Counsel" dated August 13, 2025, relating to the District's retention of employee to provide in-house legal services ("Original Agreement").
- B. District and Employee have both performed satisfactorily under the Original Agreement since its Effective Date, and desire to continue to do so on a going-forward basis.
- C. District has to date perceived value in Employee's performance, and consistent with that, has identified a desire for flexibility in Employee's overall compensation, and toward that end, has indicated it would like the Original Agreement to provide for a mechanism for award to Employee of a discretionary, performance-based bonus, to be considered in connection with Employee's annual performance review, as well as to update Employee's contract salary figure, to reflect Cost of Living salary increases that Employee has received since the Effective Date of the Original Agreement.
- D. This Amendment is entered into to document that optional performance-based bonus and updated salary figure.

NOW, THEREFORE, IN CONSIDERATION OF ALL OF THE FOREGOING, THE PARTIES DO HEREBY AGREE AS FOLLOWS.

1. Section 1. Paragraph 5 of the Original Agreement is hereby amended to read as follows:

5. Compensation

Employee shall be paid on the same payroll cycle as the District's other employees, as those may be determined by the Board of Directors, in accordance with District's payroll procedures. Employee shall be paid an annual salary of Two Hundred Ninety-Nine Thousand and One Hundred Thirty Six dollars, (\$299,136.00), which for purposes of internal financial accounting and budget allocation purposes, and for allocating salary over District's payroll periods, but for no other purposes, reflects an hourly rate of Three Hundred Eleven Dollars and Sixty Cents (\$311.60). per hour, based on the 960 hour maximum. Employee's performance shall

be subject to annual review by the District's Board of Directors, or any committee of the Board to which such responsibility may be delegated. Employee shall be entitled to a cost of living salary increase each year, in the same percentage amount as is given to the District's full time employees. In addition, Employee shall be eligible for a discretionary performance bonus, in such amount as the Board of Directors may determine, to be considered, and if granted, awarded to Employee in connection with Employee's annual performance review. Any such discretionary performance bonus shall be as the Board of Directors may determine, based upon its judgment of Employee's performance and value to the District, and may be set in any amount, or no amount, as the Board of Directors may determine in its sole and absolute discretion. Employee understands and acknowledges that such bonus may be dependent on or affected by factors unrelated to Employee's performance, including budgetary limits; the overall economy; District's political, monetary, or personnel priorities; pay scale equities; or other factors; and that a positive performance review of Employee does not imply or indicate any expectation or entitlement to any discretionary bonus, in any amount, and the award of any such bonus shall rest solely within the discretion of the Board. Any discretionary performance bonus shall be in addition to, but not a part of, Employee's base salary, and shall not be considered as a part of the base salary for calculating Employee's cost of living adjustments, or any other percentage-based or other adjustments, in future years.

Section 2. Except as specifically amended by this Amendment, the remainder of the Original Agreement remains in full force and effect, and valid as to all of its particulars.

SAN BERNARDINO VALLEY WATER
CONSERVATION DISTRICT

By: _____
Melody McDonald
President
San Bernardino Valley Water Conservation District

Date: _____

EMPLOYEE

David B. Cosgrove
Employee

Date: _____



MEMORANDUM

No. 2135

To: Board of Directors
From: Betsy Miller, General Manager
Date: September 10, 2025
Subject: Capital Vehicle Purchase of Ford F-150

RECOMMENDATION

Authorize the General Manager to purchase a new F-150 truck from Ken Grody Ford for an amount not to exceed \$48,965.

BACKGROUND AND DISCUSSION

On May 21, 2025, the Board approved the FY26 budget, including an additional Field Operations Specialist I to support operations of the new Enhanced Recharge facilities constructed through the Agreement to Develop Enhanced Recharge Facilities with San Bernardino Valley Municipal Water District. Consistent with the District's existing fleet, staff recommend the purchase of a new Ford F-150, included in the approved FY26 budget, to support daily assignments for the new Field Operations Specialist.

Quotes were obtained for vehicle purchase and extended warranties from three Ford dealerships, with costs ranging from \$48,182-\$54,357 for the vehicle and \$4,385-\$4,900 for a ten-year/100,000-mile warranty. After reviewing the quotes, staff recommend selection of the quote from Ken Grody Ford in Redlands, which is the second lowest for a vehicle (at \$48,965, \$783 more than the lowest quote), for ease of service; this is also the lowest total quote for a vehicle (\$48,965) and extended warranty (\$4,900), if a warranty is desired.

FISCAL IMPACT

Approval of the recommended action would result in expenditure of up to \$53,865 from GL 7230, Field Equipment/Vehicles.

BOARD OF DIRECTORS

Division 1
Richard Corneille

Division 2
Mark E. Falcone

Division 3
Robert Stewart

Division 4
John Longville

Division 5
Melody McDonald

GENERAL MANAGER

Betsy Miller

POTENTIAL MOTIONS

1. Authorize the General Manager to purchase a new F-150 truck from Ken Grody Ford for an amount not to exceed \$48,965.
2. Authorize the General Manager to purchase a new F-150 truck with a 10-year/100,000-mile warranty from Ken Grody Ford for an amount not to exceed \$53,865.
3. Move to request this item be tabled and referred to the Operations Committee for reconsideration of specific issues discussed.
4. Provide alternative direction to staff.

ATTACHMENTS

None.



MEMORANDUM

No. 2136

To: Board of Directors

From: Betsy Miller, General Manager

Date: September 10, 2025

Subject: Community Mitigation Program Documents for SBCTA's State Route 210 Mixed Flow Lane Addition Project

RECOMMENDATION

Approve the Agreement for Acquisition of Conservation Easement, updated to reflect tasks that have been accomplished since 2021 and costs adjusted by CDFW, and the Conservation Easement Deed for the San Bernardino County Transportation Authority's State Route 210 Mixed Flow Lane Addition Project, subject to clerical or non-substantive revisions requested by CDFW and/or SBCTA as recommended by the General Manager and General Counsel.

BACKGROUND

On April 2, 2020, and April 8, 2020, the Board reviewed various agreements with San Bernardino County Transportation Authority (SBCTA) to support mitigation requirements for their State Route 210 Mixed Flow Lane Addition Project through sale of a conservation easement on 4.2 acres of District property. Following review and approval by the San Bernardino Valley Conservation Trust (Trust) on April 20, 2020, on February 10, 2021, the District Board approved the Agreement for Acquisition of Conservation Easement, the Endowment Agreement for the Deposit, Disbursement, and use of Funds for Wasting and Non-Wasting Endowments, and the Conservation Easement Deed related to SBCTA's State Route 210 Mixed Flow Lane Addition Project, subject to clerical or non-substantive revisions required following CDFW's review of the mitigation property, noting that substantive changes or deal point modifications would require re-authorization by the Board. The Endowment Agreement for the Deposit, Disbursement, and Use of Funds for Wasting and Non-Wasting Endowments was executed between all parties on May 27, 2021.

Following CDFW approval of the associated Long-term Management Plan, Property Analysis Record, Conservation Easement, Title Report, etc., on August 8, 2025, the District, Trust, and SBCTA wish to move forward with execution of the Agreement for Acquisition of Conservation Easement, updated to reflect tasks that have been accomplished since 2021, and recordation of the Conservation Easement.

DISCUSSION

BOARD OF DIRECTORS

Division 1
Richard Corneille

Division 2
Mark E. Falcone

Division 3
Robert Stewart

Division 4
John Longville

Division 5
Melody McDonald

GENERAL MANAGER

Betsy Miller

Due to the significant time that has elapsed since the Board's prior reviews, staff have provided detailed information on all agreements related to this project below.

To comply with California Endangered Species Act Incidental Take Permit (ITP) No. 2081-2017-062-06 for the State Route 210 Mixed Flow Lane Addition Project, SBCTA requested the ability to purchase 4.2 acres of conservation easements from the District through our Community Mitigation Program, fund an endowment for in-perpetuity management of the easement with the Trust, and fund Trust support for ITP implementation in a consulting capacity.

District and Trust coordination with SBCTA on their State Route 210 Mixed Flow Lane Addition Project includes the following components:

1. [Approved by the Board on February 10, 2021, and by SBCTA on May 27, 2021. The amount shown under 1.a below was paid to the Trust in July 2021, with the amounts in 1.b and 1.c – which were adjusted based on direction from CDFW – currently outstanding.] The Endowment Agreement for the Deposit, Disbursement, and Use of Funds for Wasting and Non-Wasting Endowments governs use of endowments for the short and long-term management of the 4.2 acres of lands under a recorded conservation easement, including:
 - a. The amount of \$58,250 to fund the wasting endowment for start-up actions to ensure the newly conserved lands are at Wash Plan Preserve standards for habitat and management.
 - b. The amount of \$108,930 to fund the wasting endowment for survey and management requirements during the first three years of conservation.
 - c. The amount \$121,451 to fund the permanent non-wasting endowment for managing the conserved lands at Wash Plan Preserve standards.
 - d. SBCTA will pay the Trust a total of \$288,631 to be held and disbursed in accordance with the Endowment Agreement to fulfill requirements of California Endangered Species Act Incidental Take Permit No. 2081-2017-062-06.
2. [Approved by the Board on February 10, 2021; not approved by SBCTA pending CDFW review, which was obtained on August 8, 2028. This agreement has been updated from the version approved by the Board in 2021 to clearly state which tasks have been completed since that time.] The Agreement for Acquisition of Conservation Easement will direct the actions and responsibilities of the Trust and the District in regards to the recordation of the Conservation Easement Deed, held by the Trust on lands owned by the District. In addition, this Agreement functions as the escrow agreement for the sale of the Conservation Easement.
3. CDFW provided final approval of the Conservation Easement language on August 8, 2025. The Conservation Easement Deed will record a conservation easement, acceptable to the California Department of Fish and Wildlife, over 4.2 acres of land in the District's Community Mitigation Program area (within the Wash Plan's Neutral Lands designation). SBCTA will pay the District \$567,000 for the conservation easement, which will be funded through an escrow account, from a deposit SBCTA has already made with CDFW. Conservation of 4.2 acres of appropriate lands will satisfy a condition of California Endangered Species Act Incidental Take Permit No. 2081-2017-062-06.

FISCAL IMPACT

Approval of the execution of the Agreement for Acquisition of Conservation Easement and the Conservation Easement Deed would result in a payment of \$567,000 by SBCTA to the District for 4.2 acres of land in the District's Community Mitigation Program. Associated wasting and non-wasting endowments in the amount of \$288,631 will also be deposited with the Trust for use in monitoring, management and restoration of the 4.2 acres of mitigation lands as in compliance with California Endangered Species Act Incidental Take Permit (ITP) No. 2081-2017-062-06 for the State Route 210 Mixed Flow Lane Addition Project.

POTENTIAL MOTIONS

1. Approve the Agreement for Acquisition of Conservation Easement, updated to reflect tasks that have been accomplished since 2021 and costs adjusted by CDFW, and the Conservation Easement Deed the San Bernardino County Transportation Authority's State Route 210 Mixed Flow Lane Addition Project, subject to clerical or non-substantive revisions requested by CDFW and/or SBCTA as recommended by the General Manager and General Counsel.
2. Provide alternative direction to staff.

ATTACHMENTS

1. Agreement for Acquisition of Conservation Easement

AGREEMENT FOR ACQUISITION OF CONSERVATION EASEMENT

THIS AGREEMENT FOR ACQUISITION OF CONSERVATION EASEMENT ("Agreement") is entered into this ____ day of _____, 20__, by and between SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (hereinafter called "Developer"), the SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT (hereinafter called "District"), and the SAN BERNARDINO VALLEY CONSERVATION TRUST (hereinafter called "Trust") for acquisition by Developer of a conservation easement over property owned by District, to be transferred to Trust for purposes of providing mitigation for impacts to biological resources from Developer's State Route 210 Mixed Flow Lane Addition Project to widen the existing segment of SR-210 from Sterling Avenue to San Bernardino Avenue from four mixed flow lanes to six mixed flow lanes with the addition of one mixed flow land in each direction within the median ("Project"). This Agreement is entered into in consideration of all of the following:

- A. District is the owner of certain real property containing approximately 4.2 acres, located in San Bernardino County, State of California ("Mitigation Area"), more specifically described and depicted in **Exhibits A and B** attached to this Agreement and incorporated herein by this reference. District is the sponsor and lead agency for the Upper Santa Ana River Wash Plan Habitat Conservation Plan ("Wash Plan HCP"). The Wash Plan HCP has been formulated, processed, and sponsored by the District, to set habitat management, enhancement, operation, and maintenance responsibilities in connection with a larger "Wash Plan Conservation Area" defined therein, of which the Property is a part.
- B. Trust is a 501(c)(3) corporation, whose duties and purposes include holding and managing lands, moneys, and conservation easements over property with habitat values for threatened or endangered species under the Federal Endangered Species Act 16 U.S.C. sections 1531 et seq., and the California Endangered Species Act, California Fish and Game Code sections 2050 et seq., in, and to further compliance with various permitting and regulatory habitat maintenance, enhancement, and protection requirements imposed upon public and private projects that may or do result in impacts to protected biological resources.
- C. Developer is a cooperative agency of San Bernardino County governments, and a joint powers agency, who proposes Project. Through the course of securing Project permits and entitlements, various habitat enhancement, preservation, management, and mitigation requirements were imposed upon Developer, as a condition to allowing the Project to go forward, by the United States Fish and Wildlife Service ("USFWS") the California Department of Fish and Wildlife ("CDFW"), or both ("Biological Permits"). The applicable regulatory agency with enforcement oversight for the Project, and for compliance with all mitigation and habitat preservation, enhancement, and management requirements imposed thereon the Project through the Biological Permits, is CDFW. That agency is referred to hereafter as the "Enforcing Agency."

- D. Developer, District and Trust have identified District land resources that are or may be suitable for meeting these requirements, which may be performed and funded by Trust to implement and effectuate thereon species and habitat management measures which have been required to offset biological impacts of the Project.
- E. The Property is located within the “Wash Plan Conservation Area” as designated and directed under the Wash Plan HCP. The Property possesses wildlife and habitat values of great importance to Trust, the people of the State of California and the people of the United States. The Property will provide or contribute to high quality natural, restored and/or enhanced habitat for one or more the following species: Slender-horned spineflower, Santa Ana River Woolly-Star, Cactus wren, Coastal California gnatcatcher, and San Bernardino kangaroo rat (collectively “Covered Species”). Preserving habitat for the Covered Species comprises the “Conservation Values” of the Property.
- F. The Enforcing Agency has reviewed the Project and its biological impacts, and has determined that a conservation easement over the Property, to be held by the Trust, and administered in a manner that complies with the District’s Wash Plan HCP and applicable related permits and implementing agreements for the Wash Plan, will satisfy the species and habitat maintenance, enhancement, and protection requirements imposed upon the Project.
- G. District, SBVWCD, Trust, and Developer have, concurrently with this Conservation Easement Agreement, entered into an Endowment Agreement, whereby Developer shall pay, through escrow and to Trust, the amount necessary to create a non-wasting endowment to fund, in perpetuity, the costs of the species and habitat management, preservation, and administration, consistent with the standards and requirements of the Wash Plan HCP and related agreements (“Endowment Agreement”). Trust has, as part of such agreement, committed to hold, invest, preserve, and manage such funds in such a manner as the funds, and revenues derived therefrom, shall be available for, and restricted to accomplishing such purposes. The amount of the non-wasting endowment is One Hundred Twenty-One Thousand Four Hundred Fifty-One dollars (\$121,451.00). This is in addition to Start-Up costs for the Mitigation Area of Fifty-Eight Thousand Two Hundred Fifty dollars (\$58,250.00), and Interim Measures costs of One Hundred Eight Thousand Nine Hundred Thirty dollars (\$108,930.00), which will be funded to the Trust through release of deposits made by Developer to the California Department of Fish and Wildlife (“CDFW”), in a manner consistent with the Biological Permits and the Long Term Management Plan for the Mitigation Area, and to the extent such CDFW deposits are insufficient, Trust will apply other deposits made by Developer to Trust.

IN CONSIDERATION OF ALL OF THE FOREGOING, IT IS HEREBY MUTUALLY AGREED BETWEEN DEVELOPER, TRUST, AND DISTRICT AS FOLLOWS:

1. AGREEMENT TO SELL AND PURCHASE.

District agrees to sell, and Developer agrees to purchase, a conservation easement over the Property, in the substantially the form attached hereto as **Exhibit C**. This easement is referred to as the “Property” herein. The Property will be transferred to Trust, for the benefit of Developer, in meeting biological impact mitigation requirements from the Project.

2. PURCHASE PRICE.

3. The “Purchase Price” for acquisition of the Property is Five Hundred Sixty Seven Thousand dollars (\$567,000.00). Developer shall pay the Purchase Price to District, in exchange for District conveying the Conservation Easement to the Trust. Such payment will come by way of release of such amounts previously deposited by Developer to CDFW. Deposit of such Purchase Price by CDFW into escrow, or directly to District, as the case may be, is a condition to the close of escrow, and the transfer of the Property.

4. CONVEYANCE OF TITLE.

District agrees to convey the Property to the Trust by way of a Conservation Easement Deed, in substantially the form attached hereto as **Exhibit C**. District represents and warrants that so far as it is aware, to its actual knowledge without further obligation for investigation or inquiry, there are no previously granted easements existing on the Property that interfere or conflict with the purpose and provisions of this Conservation Easement. Developer and District secured a preliminary title report from Lawyer’s title, File No. 621650334, dated May 23, 2023 (“Title Report”), a copy of which is attached as **Exhibit D**. The parties have reviewed the Title Report and the exceptions to title therein, and have concluded there are no easements, encumbrances, or exceptions that frustrate or render unachievable the requirements of the Biological Permits on the 4.2 acres of the Property, and all parties therefore approve in writing of the transfer of the Conservation Easement subject to the title exceptions indicated in the title Report. District represents and warrants, to Developer and to Trust, that upon recordation of the Conservation Easement in favor of Trust as provided hereunder, all Conservation Easement interests in and to the Property will transfer to the Trust free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, options, leases and taxes, excepting only those items shown on the Title Report.

5. TITLE INSURANCE POLICY.

Trust may, following recording of the Conservation Easement deed, obtain a CLTA Standard Coverage Policy of Title Insurance in the amount it may determine, issued by the title company of Trust’s choosing, showing title to the Property vested in Trust, subject only to the exceptions set forth in Paragraph 4 hereinabove and the printed exceptions and stipulations in said policy otherwise approved by Trust. Developer agrees to pay the premium charged therefor, and shall as a condition to recordation of the Conservation Easement, deposit the premium of such insurance policy with the District as intermediary for the transaction, for the benefit of Trust.

6. CLOSING

A. Opening of Escrow. Consistent with the ENDOWMENT AGREEMENT FOR THE DEPOSIT, DISBURSEMENT, AND USE OF FUNDS FOR WASTING

AND NON-WASTING ENDOWMENTS (“Endowment Agreement”) entered into among the parties, on or about May 27, 2021, District, Developer, and Trust agree that the transaction hereunder to transfer the Conservation Easement may be conducted either by District, acting as intermediary on behalf of all parties, or by a third-party escrow agent. Within five (5) business days after the date this Agreement is signed by all parties, District, Developer, and Trust shall deposit with the District, or to the escrow agent as applicable, to the extent not already in District’s possession, an originally executed copy of this Agreement and the Endowment Agreement.

B. Developer’s Payment of Costs to District Trust. Within ten (10) business days after the date this Agreement is signed by all parties, as a condition to the transfer of the Conservation Easement, and to the extent not then already paid through District’s use of any deposits by Developer under the Endowment Agreement, Developer shall pay to the District and the Trust all of the costs reasonably incurred by both of them. To the extent not already paid from prior deposits, District and Trust shall deliver to Developer within five business days after the date this Agreement is signed by all parties, an invoice therefor, reflecting the work performed, the amounts charged the hourly or flat rate at which the work was charged, and a reasonable estimate of any additional work anticipated by the invoicing party to be incurred through close of escrow. Developer shall pay such invoice, in full and directly to District and Trust, in their respective invoiced amounts, within fifteen (15) days of the date of such invoice(s). The Conservation Easement shall not transfer nor record until such costs have been paid, and received by both District and Trust.

C. Deposits Into Escrow; Closing As used herein, the term “Closing” means the consummation of the purchase and sale transaction contemplated herein, evidenced by the recordation of the fully executed Conservation Easement Deed in the official records of the County of San Bernardino, and issuance of any title policy requested by the Trust from the Title company, insuring title to the Conservation Easement interests vested in the Trust. The Closing shall occur no later than thirty (30) days following the deposit of all required documents and funds with the District as intermediary for the transaction, (“Closing Date”), unless extended in a written agreement by all parties.

1. Once such deposits are completed, District shall within fifteen (15) days execute and secure the execution of the Enforcing Agency, if required, in a form suitable for recording, a) the Conservation Easement Deed conveying the Property; and b) any other documents or funds required of it for Closing.
2. Not later than five (5) days thereafter, and provided title to the Property is in a condition to transfer consistent with the requirements of Paragraph 4 above, Developer shall deposit with the District: a) the Purchase Price; b) the Endowment Amount; c) the premium for the title insurance policy in favor of the Trust; d) its execution copy of the Conservation Easement Deed, if execution by Developer is required; e) all closing costs, documentary preparations fees, escrow costs, and other costs incidental to the Closing; and f) any other documents or funds required of it for Closing.

3. Simultaneously with the deposits by Developer, Trust shall deposit into escrow: a) its execution copy of the Conservation Easement Deed; b) any required certificate of acceptance of the Conservation Easement Deed, and c) any other documents or funds required of it for Closing.

4. The Closing shall occur within three (3) business days of deposit with the District all of the respective parties' deliverables, and to the extent the Trust indicates it seeks a title insurance policy, the date the Title Company provides written indication to District that it is prepared to issue a title policy showing all interests to be conveyed by the Conservation Easement vested in the Trust. Subject to District's receipt of all of required funds, and other deliverables, Closing shall occur at the offices of the District or such other location as the parties may agree. In the event this transaction is not in a position to close as of the Closing Date, District shall return all funds and all documents deposited with it by any party, less any then unreimbursed costs incurred by District Trust, or both pursuant to this Agreement and the Endowment Agreement, or may seek further agreed, written instructions from and agreeable to District, Trust, and Developer. Developer, Trust, and District agree to prepare and deliver to District any additional instruments as may be necessary to complete this transaction.

7. No Representations, Warranties, or Guarantees by District or Trust. Neither District nor Trust makes any representation, warranty, guaranty, or indemnity to Developer that the Wash Plan HCP, or management of the Property pursuant to the requirements thereof, complies with Developer's obligations upon the Project imposed by the Enforcing Agency. Any such responsibilities, obligations, or requirements that are not met by the imposition of the Conservation Easement over the Property, its inclusion into the Wash Plan Conservation Area, or its management pursuant to the Wash Plan HCP are, and shall remain, the sole responsibility of Developer.

8. Time is of the Essence. All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the parties hereto. Any amendment of, or supplement to, any instructions must be in writing. TIME IS OF THE ESSENCE IN THESE INSTRUCTIONS AND THIS TRANSACTION IS TO CLOSE AS SOON AS POSSIBLE.

9. Rental And Occupancy. District warrants that there are no oral or written leases on all or any portion of the Property exceeding a period of one (1) month, and District further agrees to hold Developer and Trust harmless and reimburse Developer and Trust for any and all of its losses and expenses occasioned by reason of any lease of said portion of property to be acquired held by any lessee/tenant of District for a period exceeding one (1) month.

10. Permission To Enter On Premises.

District hereby grants to the Trust or its authorized agents, permission to enter upon the Property at all reasonable times prior to close of this transaction for the purpose of making necessary or appropriate inspections or performing other activities in connection with the Trust's ultimate intended uses of the Property.

11. Notices. All notices required to be provided hereunder shall be provided in writing, and either served personally, or sent by United States mail. Such notices shall be provided through either personal delivery, First-Class Mail, or overnight carrier, such as Federal Express, and all such notices shall be deemed effective on the 3rd day following mailing. Such notices shall also be provided by electronic mail delivery at the e-mail addresses listed below, but the calculated time hereunder for delivery of notices shall be from the written notice provided. Such notices shall be directed to the parties at the addresses, and to the attention of the persons, listed below, which designated recipients of notice or addresses may be changed by the parties from time to time by notice to the others in writing:

If to the District: San Bernardino Valley Water Conservation District
1630 West Redlands Boulevard, Suite A
Redlands, CA 92373-8032
Attention: General Manager
e-mail:

If to the Trust: San Bernardino Conservation Trust
1630 West Redlands Boulevard, Suite A
Redlands, CA 92373-8032
Attention: Corporate Secretary
e-mail:

If to Developer: San Bernardino County Transportation Authority
1170 West 3rd Street, 2nd floor
San Bernardino, CA 92410
Attention:
e-mail:

12. Counterparts. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.

13. Hazardous Substances Disclosure. District warrants and represents to Developer that to its actual knowledge, without obligation for further investigation of inquiry, District is aware of no hazardous or toxic material or substances located on or beneath the property conveyed hereunder, except as indicated in the disclosure under Section 253597 of the Health and Safety Code (as may be amended).

14. ENVIRONMENTAL ASSESSMENTS.

District agrees that Trust may conduct an environmental assessment (Phase I and Phase II at Trust's option) of the Property, at Developer's expense. If said assessment is obtained, and provided the results of such assessment are obtained and made available to Developer and to District prior to the Closing Date, then the closing of this transaction is contingent upon the review and approval by Trust of the condition of the property as shown by said assessment report.

Developer, District, and Trust reserve the right to cancel this transaction without penalty in the event that any hazardous substance, as that term is defined in Health and Safety Code Section 33459 ("hazardous substances") are found on the property. In the event of such cancellation by Trust, Developer or Seller, the party requesting said cancellation agrees to pay all cancellation fees.

15. I.R.S. FORM "W-9".

It is further understood and agreed by all parties that the closing of this transaction may be subject to and contingent upon executing an I.R.S. Form W-9, and all parties agree to provide any such required form.

16. NOTICE OF TAX WITHHOLDING REQUIREMENTS.

It is further understood and agreed by all parties that closing of this transaction may be subject to and contingent upon executing a "Transferor's Affidavit of Non-Foreign Status" and California Form 590 (Withholding Exemption Certificate), and all parties agree to provide any such required form.

17. NO WAIVER.

No delay or omission by either party hereto in exercising any right or power accruing upon the compliance or failure of performance by the other party hereto under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party hereto of a breach of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

18. MERGER OF PRIOR AGREEMENTS AND UNDERSTANDINGS.

This Agreement and other documents incorporated herein by reference contain the entire understanding between the parties relating to the transaction contemplated hereby and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein and shall be of no further force or effect.

19. AUTHORITY.

This instrument shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the Trust, Developer and District. The parties upon whose benefit the signature appears below warrant, each to the other, that the person whose signature appears below has the legal authority to bind the party on whose behalf the signature appears to the terms of this Agreement, and that by doing so such party is not in breach of any other contract or agreement.

20. SEVERABILITY.

The provisions of this Agreement are severable, and if any portion is held invalid or otherwise unenforceable, the parties intend that all other provisions shall remain in full force and effect.

21. ATTORNEYS FEES.

In the event of any controversy, claim or dispute relating to this instrument or any breach thereof, the prevailing party shall be entitled to recover its attorney(s) fees, costs, and expenses, whether or not the matter is prosecuted to final judgment. Attorney(s) fees shall include all costs, expert witness fees, and all other reasonable expenses.

This Agreement contains the entire agreement between the parties, and neither party relies upon any warranty or representation not contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first set forth hereinabove.

DEVELOPER

DISTRICT:

By: _____
Print: _____
Title: _____

By: _____
Print: _____
Title: _____

TRUST

By: _____
Print: _____
Title: _____

EXHIBIT A

EXHIBIT "A"
ACCESS ROAD

BEING A PORTION OF THE NORTHWEST, SOUTHWEST AND SOUTHEAST ONE QUARTERS OF SECTION 7, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SBM, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 12 FEET IN WIDTH LYING 6 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE CENTER OF SAID SECTION 7 FROM A FOUND 2 ½" IRON PIPE WITH BRASS DISK, STAMPED "CTR 7", AS SHOWN ON AMENDED RECORD OF SURVEY MAP, RECORDED IN BOOK 106, PAGES 93 THRU 96 INCLUSIVE, RECORDS OF SAID COUNTY;

THENCE SOUTH 00°03'34" WEST, ALONG THE EAST LINE OF SAID SOUTHEAST ONE QUARTER OF SECTION 7, A DISTANCE OF 1117.19 FEET;

THENCE SOUTH 89°56'26" EAST A DISTANCE OF 336.60 FEET TO THE MOST NORTHWESTERLY CORNER OF CE SBCTA P4 AND **TRUE POINT OF BEGINNING**;

THENCE NORTH 78°01'44" WEST, A DISTANCE OF 127.42 FEET;

THENCE SOUTH 65°14'46" WEST, A DISTANCE OF 141.70 FEET;

THENCE SOUTH 84°07'42" WEST, A DISTANCE OF 45.11 FEET;

THENCE NORTH 86°36'30" WEST, A DISTANCE OF 78.00 FEET;

THENCE NORTH 78°35'46" WEST, A DISTANCE OF 203.57 FEET;

THENCE NORTH 07°58'05" EAST, A DISTANCE OF 107.18 FEET;

THENCE NORTH 12°54'21" WEST, A DISTANCE OF 34.64 FEET;

THENCE NORTH 19°52'45" WEST, A DISTANCE OF 180.55 FEET;

THENCE NORTH 19°03'57" WEST, A DISTANCE OF 388.80 FEET;

THENCE NORTH 05°10'23" WEST, A DISTANCE OF 250.52 FEET;

THENCE NORTH 17°49'29" WEST, A DISTANCE OF 197.72 FEET;

THENCE NORTH 17°49'29" WEST, A DISTANCE OF 243.69 FEET;

THENCE NORTH 18°08'14" WEST, A DISTANCE OF 315.63 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 30.00 FEET;

THENCE NORTHERLY, NORTHWESTERLY, WESTERLY AND SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 98°49'14", AN ARC DISTANCE OF 51.74 FEET;

THENCE SOUTH 63°02'32" WEST, A DISTANCE OF 56.96 FEET;

THENCE SOUTH 41°08'48" WEST, A DISTANCE OF 97.04 FEET;

THENCE SOUTH 31°56'38" WEST, A DISTANCE OF 106.60 FEET TO THE BEGINNING OF A

TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 12.00 FEET;

THENCE SOUTHWESTERLY AND WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 59°19'20", AN ARC DISTANCE OF 12.42 FEET;

THENCE NORTH 88°44'02" WEST, A DISTANCE OF 111.18 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 12.00 FEET;

THENCE WESTERLY, NORTHWESTERLY AND NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°22'46", AN ARC DISTANCE OF 18.93 FEET;

THENCE NORTH 01°38'44" EAST, A DISTANCE OF 44.04 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 30.00 FEET;

THENCE NORTHERLY, NORTHWESTERLY AND WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 93°48'18", AN ARC DISTANCE OF 49.12 FEET;

THENCE SOUTH 87°50'25" WEST, A DISTANCE OF 266.46 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 92.00 FEET;

THENCE WESTERLY AND SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°07'05", AN ARC DISTANCE OF 67.63 FEET;

THENCE SOUTH 45°43'20" WEST, A DISTANCE OF 28.05 FEET;

THENCE SOUTH 82°48'24" WEST, A DISTANCE OF 114.47 FEET;

THENCE NORTH 80°43'37" WEST, A DISTANCE OF 56.17 FEET;

THENCE SOUTH 87°33'13" WEST, A DISTANCE OF 627.88 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 337.00 FEET;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°33'09", AN ARC DISTANCE OF 103.24 FEET;

THENCE NORTH 74°53'38" WEST, A DISTANCE OF 422.34 FEET TO A POINT 6 FEET EASTERLY OF THE WEST LINE OF THE NORTHWEST ONE QUARTER OF SAID SECTION 7 ;

THENCE NORTH 00°32'42" WEST, PARALLEL WITH AND 6 FEET EAST OF SAID WEST LINE, A DISTANCE OF 2192.03 FEET TO NORTHERLY LINE OF SAID SECTION 7 AND **TERMINIS OF SAID STRIP**.

BASIS OF BEARING'S IS THE WEST LINE OF THE SOUTHEAST ONE QUARTER OF SECTION 7 AS SHOWN ON AMENDED RECORD OF SURVEY MAP, RECORDED IN BOOK 106, PAGES 93 THRU 96, BEING SOUTH 00°03'34" WEST. ALL DISTANCES ARE GROUND, CCS83, ZONE 5. COMBINATION FACTOR 0.99990897

SEE EXHIBIT "B" ATTACHED HERETO AND MORE A PART HEREOF.

BLACK GOLD SURVEYING, INC.
PREPARED BY ME OR UNDER MY SUPERVISION


Scott Sturm, P.L.S. 8549 Date 12/3/2024



EXHIBIT B

ACCESS ROAD

S89° 34' 34"E 2736.46'

SHEET 1 of 2

FD. 2 1/2" IRON PIPE
WITH BRASS DISK,
UP 1.0 PER RS 106/93-96

WEST HALF OF SECTION 7, T.1S., R.2W.

BLANKET EASEMENT FOR FLOOD CONTROL PURPOSES WITH REQUIRED
APPROVAL BY THE PROPERTY OWNER RECORDED IN BOOK 929, PAGE 239 O.R.

FD. 2 1/2" IRON PIPE
WITH BRASS DISK,
STAMPED "CTR 7"
FLUSH PER RS 106/93-96

1326.97'

N00° 03' 4"

S89° 28'

S89° 56' 26"E
336.60'

WEST 1/4 CORNER SECTION 7

MICHIGAN AVENUE

MB 12/52

CE SBCTA P4
2.15 ACRES

POC

Approx. Basin
Flooding Limit

TPOB



San Bernardino Valley
Conservation Trust

EXHIBIT B

SHEET 2 of 2

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N78°01'44"W	127.42'
L2	S65°14'46"W	141.70'
L3	S84°07'42"W	45.11'
L4	N86°36'30"W	78.00'
L5	N78°35'46"W	203.57'
L6	N07°58'05"E	107.18'
L7	N12°54'21"W	34.64'
L8	N19°52'45"W	180.55'
L9	N19°03'57"W	388.80'
L10	N05°10'23"W	250.52'
L11	N17°49'29"W	197.72'
L12	N17°49'29"W	243.69'
L13	N18°08'14"W	315.63'
L15	S63°02'32"W	56.96'
L16	S41°08'48"W	97.04'
L17	S31°56'38"W	106.60'
L19	N88°44'02"W	111.18'
L21	N01°38'44"E	44.04'
L23	S87°50'25"W	266.46'
L25	S45°43'20"W	28.05'
L26	S82°48'24"W	114.47'
L27	N80°43'37"W	56.17'
L28	S87°33'13"W	627.87'
L30	N74°53'38"W	422.34'
L31	N00°32'42"W	2192.03'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	TANGENT
C1	98°49'14"	30.00'	51.74'	35.01'
C2	90°22'46"	12.00'	18.93'	12.08'
C3	93°48'18"	30.00'	49.12'	32.06'
C4	59°19'20"	12.00'	12.42'	6.83'
C5	42°07'05"	92.00'	67.63'	35.42'
C6	17°33'09"	337.00'	103.24'	52.03'



EXHIBIT B

EXHIBIT "B"

BEING A PORTION OF THE SOUTHEAST ONE QUARTER OF SECTION 7, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SBM, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ALSO BEING PORTIONS OF THOSE LANDS DESCRIBED IN THAT CERTAIN DEED RECORDED AUGUST 9, 1941 IN BOOK 1486, PAGE 394 O.R. OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

PARCEL A (CE SBCTA P1)

COMMENCING AT THE CENTER OF SAID SECTION 7 FROM A FOUND 2 ½" IRON PIPE WITH BRASS DISK, STAMPED "CTR 7", AS SHOWN ON AMENDED RECORD OF SURVEY MAP, RECORDED IN BOOK 106, PAGES 93 THRU 96 INCLUSIVE, RECORDS OF SAID COUNTY;

THENCE SOUTH 00°03'34" WEST, ALONG THE WEST LINE OF SAID SOUTHEAST ONE QUARTER OF SECTION 7, A DISTANCE OF 1080.52 FEET;

THENCE SOUTH 89°56'26" EAST, A DISTANCE OF 809.41 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE NORTH 72°35'33" EAST, A DISTANCE OF 69.18 FEET;

THENCE NORTH 82°07'16" EAST, A DISTANCE OF 75.19 FEET;

THENCE NORTH 82°07'16" EAST, A DISTANCE OF 31.81 FEET;

THENCE NORTH 73°05'12" EAST, A DISTANCE OF 62.64 FEET;

THENCE NORTH 69°20'57" EAST, A DISTANCE OF 53.22 FEET;

THENCE NORTH 66°10'37" EAST, A DISTANCE OF 16.35 FEET;

THENCE SOUTH 10°12'47" EAST, A DISTANCE OF 52.61 FEET;

THENCE SOUTH 00°42'44" EAST, A DISTANCE OF 33.26 FEET;

THENCE SOUTH 00°06'40" WEST, A DISTANCE OF 46.28 FEET;

THENCE SOUTH 13°10'14" WEST, A DISTANCE OF 74.28 FEET;

THENCE NORTH 67°02'43" WEST, A DISTANCE OF 187.74 FEET;

THENCE SOUTH 78°04'44" WEST, A DISTANCE OF 103.12 FEET;

THENCE NORTH 20°18'11" WEST, A DISTANCE OF 20.14 FEET;

THENCE NORTH 09°06'56" WEST, A DISTANCE OF 54.56 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 0.7978 ACRES, MORE OR LESS.

PARCEL B (CE SBCTA P4)

COMMENCING AT THE CENTER OF SAID SECTION 7 FROM A FOUND 2 ½" IRON PIPE WITH BRASS DISK, STAMPED "CTR 7", AS SHOWN ON AMENDED RECORD OF SURVEY MAP, RECORDED IN BOOK 106, PAGES 93 THRU 96 INCLUSIVE, RECORDS OF SAID COUNTY;

THENCE SOUTH 00°03'34" WEST, ALONG THE WEST LINE OF SAID SOUTHEAST ONE QUARTER OF SECTION 7, A DISTANCE OF 1117.19 FEET;

THENCE SOUTH 89°56'26" EAST, A DISTANCE OF 336.60 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE NORTH 81°50'04" EAST, A DISTANCE OF 38.37 FEET;

THENCE SOUTH 89°40'24" EAST, A DISTANCE OF 47.11 FEET;

THENCE NORTH 85°56'11" EAST, A DISTANCE OF 21.36 FEET;

THENCE SOUTH 74°49'17" EAST, A DISTANCE OF 28.66 FEET;

THENCE SOUTH 76°12'22" EAST, A DISTANCE OF 44.79 FEET;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 23.18 FEET;

THENCE NORTH 79°19'05" EAST, A DISTANCE OF 66.71 FEET;

THENCE NORTH 82°53'39" EAST, A DISTANCE OF 15.83 FEET;

THENCE SOUTH 90°00'00" EAST, A DISTANCE OF 16.66 FEET;

THENCE SOUTH 55°29'29" EAST, A DISTANCE OF 10.11 FEET;

THENCE SOUTH 02°53'17" EAST, A DISTANCE OF 24.11 FEET;

THENCE SOUTH 31°32'46" WEST, A DISTANCE OF 50.09 FEET;

THENCE SOUTH 11°33'53" WEST, A DISTANCE OF 15.28 FEET;

THENCE NORTH 89°15'16" EAST, A DISTANCE OF 104.59 FEET;

THENCE NORTH 13°13'21" WEST, A DISTANCE OF 27.18 FEET;

THENCE NORTH 13°13'21" WEST, A DISTANCE OF 34.84 FEET;

THENCE NORTH 05°34'36" WEST, A DISTANCE OF 20.73 FEET;

THENCE NORTH 21°16'21" EAST, A DISTANCE OF 22.52 FEET;

THENCE NORTH 75°38'57" EAST, A DISTANCE OF 62.63 FEET;

THENCE SOUTH 14°39'20" EAST, A DISTANCE OF 66.03 FEET;

THENCE SOUTH 39°13'34" WEST, A DISTANCE OF 64.07 FEET;
THENCE SOUTH 47°50'27" WEST, A DISTANCE OF 40.99 FEET;
THENCE SOUTH 02°32'00" WEST, A DISTANCE OF 103.84 FEET;
THENCE SOUTH 02°32'00" WEST, A DISTANCE OF 81.46 FEET;
THENCE SOUTH 09°41'32" EAST, A DISTANCE OF 2.20 FEET;
THENCE NORTH 82°20'59" WEST, A DISTANCE OF 44.68 FEET;
THENCE NORTH 70°16'22" WEST, A DISTANCE OF 73.04 FEET;
THENCE NORTH 61°03'36" WEST, A DISTANCE OF 33.73 FEET;
THENCE NORTH 84°56'34" WEST, A DISTANCE OF 39.39 FEET;
THENCE SOUTH 84°33'35" WEST, A DISTANCE OF 65.93 FEET;
THENCE NORTH 76°48'29" WEST, A DISTANCE OF 4.30 FEET;
THENCE NORTH 40°46'29" WEST, A DISTANCE OF 17.13 FEET;
THENCE NORTH 87°58'09" WEST, A DISTANCE OF 18.37 FEET;
THENCE SOUTH 88°51'15" WEST, A DISTANCE OF 13.02 FEET;
THENCE SOUTH 28°48'24" WEST, A DISTANCE OF 8.43 FEET;
THENCE NORTH 83°39'04" WEST, A DISTANCE OF 31.55 FEET;
THENCE NORTH 73°28'58" WEST, A DISTANCE OF 13.86 FEET;
THENCE NORTH 31°11'46" WEST, A DISTANCE OF 13.15 FEET;
THENCE NORTH 08°48'43" EAST, A DISTANCE OF 50.12 FEET;
THENCE NORTH 73°44'48" EAST, A DISTANCE OF 16.11 FEET;
THENCE NORTH 18°07'19" EAST, A DISTANCE OF 15.07 FEET;
THENCE NORTH 11°05'37" WEST, A DISTANCE OF 13.54 FEET;
THENCE NORTH 67°57'31" WEST, A DISTANCE OF 12.77 FEET;
THENCE NORTH 78°50'09" WEST, A DISTANCE OF 46.54 FEET;
THENCE NORTH 08°31'33" EAST, A DISTANCE OF 63.19 FEET;
THENCE NORTH 11°24'25" WEST, A DISTANCE OF 37.82 FEET;
THENCE NORTH 11°28'03" EAST, A DISTANCE OF 29.87 FEET TO THE **TRUE POINT OF BEGINNING.**

CONTAINING 2.1501 ACRES, MORE OR LESS.

PARCEL C (CE SBCTA P3)

COMMENCING AT THE CENTER OF SAID SECTION 7 FROM A FOUND 2 ½" IRON PIPE WITH BRASS DISK, STAMPED "CTR 7", AS SHOWN ON AMENDED RECORD OF SURVEY MAP, RECORDED IN BOOK 106, PAGES 93 THRU 96 INCLUSIVE, RECORDS OF SAID COUNTY;

THENCE SOUTH 00°03'34" WEST, ALONG THE WEST LINE OF SAID SOUTHEAST ONE QUARTER OF SECTION 7, A DISTANCE OF 1368.69 FEET;

THENCE SOUTH 89°56'26" EAST, A DISTANCE OF 305.25 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 76°54'58" EAST, A DISTANCE OF 51.37 FEET;

THENCE NORTH 08°42'44" EAST, A DISTANCE OF 11.21 FEET;

THENCE SOUTH 74°45'58" EAST, A DISTANCE OF 23.74 FEET;

THENCE SOUTH 82°34'07" EAST, A DISTANCE OF 24.16 FEET;

THENCE SOUTH 74°40'59" EAST, A DISTANCE OF 56.53 FEET;

THENCE NORTH 83°44'11" EAST, A DISTANCE OF 28.65 FEET;

THENCE NORTH 66°06'49" EAST, A DISTANCE OF 26.58 FEET;

THENCE NORTH 87°16'25" EAST, A DISTANCE OF 29.20 FEET;

THENCE SOUTH 84°17'22" EAST, A DISTANCE OF 24.43 FEET;

THENCE SOUTH 64°13'02" EAST, A DISTANCE OF 45.51 FEET;

THENCE SOUTH 68°28'16" EAST, A DISTANCE OF 40.69 FEET;

THENCE SOUTH 64°23'52" EAST, A DISTANCE OF 18.48 FEET;

THENCE NORTH 88°28'21" EAST, A DISTANCE OF 26.05 FEET;

THENCE SOUTH 67°12'13" EAST, A DISTANCE OF 25.99 FEET;

THENCE SOUTH 83°09'26" EAST, A DISTANCE OF 8.07 FEET;

THENCE SOUTH 14°23'58" EAST, A DISTANCE OF 167.29 FEET;

THENCE SOUTH 63°56'59" WEST, A DISTANCE OF 26.91 FEET;

THENCE NORTH 73°11'44" WEST, A DISTANCE OF 15.18 FEET;

THENCE NORTH 60°25'32" WEST, A DISTANCE OF 26.31 FEET;

THENCE NORTH 53°36'32" WEST, A DISTANCE OF 34.16 FEET;

THENCE NORTH 61°44'59" WEST, A DISTANCE OF 24.06 FEET;
THENCE NORTH 80°03'18" WEST, A DISTANCE OF 16.87 FEET;
THENCE NORTH 13°02'56" EAST, A DISTANCE OF 123.67 FEET;
THENCE NORTH 69°23'24" WEST, A DISTANCE OF 123.64 FEET;
THENCE NORTH 73°03'32" WEST, A DISTANCE OF 28.91 FEET;
THENCE SOUTH 10°31'44" WEST, A DISTANCE OF 132.92 FEET;
THENCE NORTH 73°28'50" WEST, A DISTANCE OF 31.31 FEET;
THENCE SOUTH 88°52'42" WEST, A DISTANCE OF 29.07 FEET;
THENCE NORTH 65°33'16" WEST, A DISTANCE OF 29.61 FEET;
THENCE NORTH 58°44'59" WEST, A DISTANCE OF 35.51 FEET;
THENCE NORTH 50°39'59" WEST, A DISTANCE OF 42.75 FEET;
THENCE NORTH 43°04'46" WEST, A DISTANCE OF 30.72 FEET;
THENCE NORTH 39°30'40" WEST, A DISTANCE OF 20.51 FEET;
THENCE NORTH 17°58'33" WEST, A DISTANCE OF 18.07 FEET;
THENCE NORTH 02°56'29" EAST, A DISTANCE OF 23.71 FEET TO THE **TRUE POINT OF BEGINNING.**

CONTAINING 0.8307 ACRES, MORE OR LESS.

PARCEL D (CE SBCTA P2)

COMMENCING AT THE CENTER OF SAID SECTION 7 FROM A FOUND 2 ½" IRON PIPE WITH BRASS DISK, STAMPED "CTR 7", AS SHOWN ON AMENDED RECORD OF SURVEY MAP, RECORDED IN BOOK 106, PAGES 93 THRU 96 INCLUSIVE, RECORDS OF SAID COUNTY;

THENCE SOUTH 00°03'34" WEST, ALONG THE WEST LINE OF SAID SOUTHEAST ONE QUARTER OF SECTION 7, A DISTANCE OF 1590.09 FEET;

THENCE SOUTH 89°56'26" EAST, A DISTANCE OF 664.63 FEET TO THE **TRUE POINT OF BEGINNING;**

THENCE SOUTH 58°40'17" EAST, A DISTANCE OF 29.22 FEET;

THENCE SOUTH 57°39'45" EAST, A DISTANCE OF 35.71 FEET;

THENCE SOUTH 59°16'52" EAST, A DISTANCE OF 17.42 FEET;

THENCE SOUTH 87°09'55" EAST, A DISTANCE OF 13.61 FEET;

THENCE NORTH 52°39'47" EAST, A DISTANCE OF 23.30 FEET;

THENCE NORTH 44°12'45" EAST, A DISTANCE OF 31.46 FEET;

THENCE NORTH 51°17'07" EAST, A DISTANCE OF 29.18 FEET;

THENCE NORTH 59°35'01" EAST, A DISTANCE OF 54.94 FEET;

THENCE SOUTH 23°11'42" WEST, A DISTANCE OF 181.01 FEET;

THENCE NORTH 89°58'57" WEST, A DISTANCE OF 148.89 FEET;

THENCE NORTH 11°28'28" EAST, A DISTANCE OF 130.04 FEET TO THE **TRUE POINT OF BEGINNING.**

CONTAINING 0.4252 ACRES, MORE OR LESS.

BASIS OF BEARING'S IS THE WEST LINE OF THE SOUTHEAST ONE QUARTER OF SECTION 7 AS SHOWN ON AMENDED RECORD OF SURVEY MAP, RECORDED IN BOOK 106, PAGES 93 THRU 96, BEING SOUTH 00°03'34" WEST. ALL DISTANCES ARE GROUND, CCS83, ZONE 5. COMBINATION FACTOR 0.99990897

SEE EXHIBIT "B-1" ATTACHED HERETO AND MORE A PART HEREOF.

BLACK GOLD SURVEYING
PREPARED BY ME OR UNDER MY SUPERVISION

 6-10-24
Scott Sturm, P.L.S. 8549 Date



S89° 28' 35"E 1331.29'

EXHIBIT B-1

FD. 2 1/2" IRON PIPE
WITH BRASS DISK,
STAMPED "CTR 7"
FLUSH PER RS 106/93-96
POC-PARCELS A, B, C & D

APN: 0297-071-08

OWNER: SAN BERNARDINO VALLEY CONSERVATION DISTRICT.

DOC# XXXX-XXXX

AREA-113.45 ACRES TOTAL

AREA CE'S-4.21 ACRES

WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 7, T.1S., R.2W.

BLANKET EASEMENT FOR FLOOD CONTROL PURPOSES WITH REQUIRED
APPROVAL BY THE PROPERTY OWNER RECORDED IN BOOK 929, PAGE 239 O.R.

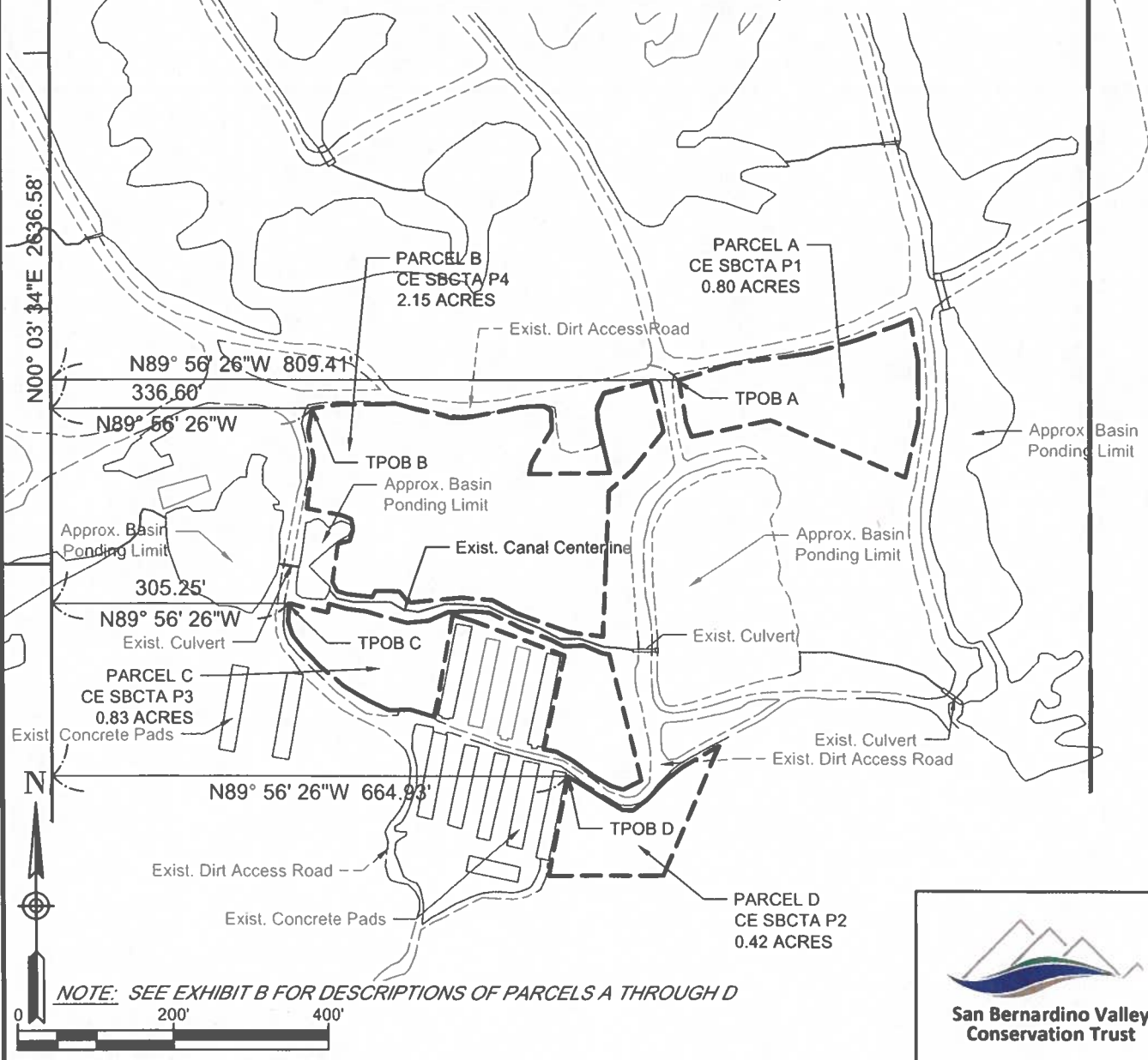


EXHIBIT C

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

San Bernardino Valley Conservation Trust
1630 West Redlands Boulevard Suite A
Redlands, Ca 92373
Attn: Executive Officer

WITH A COPY TO:

State of California
Department of Fish and Wildlife
Habitat Conservation Planning Branch
Post Office Box 944209
Sacramento, CA 94244-2090
Attn: Sr. Land Agent

Space Above for Recorder's Use Only

**CONSERVATION EASEMENT DEED
(Including Third-Party Beneficiary)**

THIS CONSERVATION EASEMENT DEED ("Conservation Easement") is made as of _____, 2025, by the San Bernardino Valley Water Conservation District ("Grantor"), in favor of the San Bernardino Valley Conservation Trust ("Grantee"), with reference to the following facts:

RECITALS

A. Grantor is the sole fee owner of certain real property containing approximately 4.2 acres of land, located in the County of San Bernardino State of California, consisting of a portion of the property designated Assessor's Parcel Number 0297-071-08. This Conservation Easement consists of two components: an Easement Area and an Access Area. The "Easement Area" consists of some 4.2 acres of land, and is legally described and depicted in Exhibit B attached to this Conservation Easement, and incorporated in it by this reference. The "Access Area" consists of some 0.79 acres of land, and provides a twelve (12) foot wide accessway to permit reasonable vehicular and pedestrian ingress and egress to the Easement Area from public rights of way, and is legally described in Exhibit A to this Conservation Easement. Collectively, the Easement Area and the Access Area are referred to as the

“Property” herein. Grantor intends to grant a conservation easement over the Easement Area, and a right of access over the Access Area, to accomplish the purposes of this Conservation Easement..

B. The Easement Area is in an unimproved natural condition and possesses wildlife and habitat values of great importance to Grantee, the California Department of Fish and Wildlife (“CDFW”), and the people of the State of California. The Easement Area provides high quality habitat for the San Bernardino Kangaroo Rat and contains Riversidean alluvial fan sage scrub habitat. Collectively, these wildlife and habitat values comprise the “Conservation Values” of the Easement Area.

C. Grantee is authorized to hold conservation easements pursuant to Civil Code section 815.3. Specifically, Grantee is a tax-exempt nonprofit organization qualified under section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and qualified to do business in California which has as its primary purpose the preservation, protection, or enhancement of land in its natural, scenic, historical, agricultural, forested, or open-space condition or use.

D. CDFW has jurisdiction, pursuant to Fish and Game Code section 1802, over the conservation, protection, and management of fish, wildlife, native plants, and the habitat necessary for biologically sustainable populations of those species, and CDFW is authorized to hold conservation easements for these purposes pursuant to Civil Code section 815.3, Fish and Game Code section 1348, and other provisions of California law.

E. This Conservation Easement provides mitigation for certain impacts of the State Route 210 Mixed Flow Lane Addition Project which will widen the SR-210 from Sterling Avenue to San Bernardino Avenue from four mixed flow lanes to six mixed flow lanes, with the addition of one mixed flow lane in each direction within the median (“Project”). The Project is located in the County of San Bernardino, State of California. Such mitigation is pursuant to California Endangered Species Act Incidental Take Permit No. 2081-2017-062-06 issued to the San Bernardino County Transportation Authority (“Authority”) executed by the San Bernadino County Transportation Authority CDFW, dated April 24, 2020 (the “ITP”). The Permittee of the ITP is the San Bernardino County Transportation Authority (“Permittee”).

F. Grantor’s management of the Easement Area shall be subject to the “Long Term Management Plan for the San Bernardino Kangaroo Rat Offsite Mitigation Area for San Bernardino County Transportation Authority SR-210 Mixed Flow Lane Addition Project, dated July 22, 2024” (“LTMP”), a copy of which is incorporated herein by this reference. The LTMP may be amended without amending this Conservation Easement. The LTMP shall not replace, modify, or amend any of the terms, covenants, or conditions of this Conservation Easement except as specified in Section 3 below. Except as expressly set forth in this Conservation Easement, in the event of any inconsistencies the Conservation Easement shall govern over the LTMP. Final approved copies of the LTMP and any amendments thereto shall be kept on file at the respective offices of CDFW. If Grantee or Permittee or any of their successors or assigns, requires an official copy of the LTMP or any amendment, it should request a copy from one of these agencies at its address for notices listed in Section 22 of this Conservation Easement.

COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to California law, including Civil Code section 815, *et seq.*, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Easement Area.

1. Purposes. The purposes of this Conservation Easement are to ensure the Easement Area will be retained forever in its natural, restored, or enhanced condition and to prevent any use of the Easement Area that will impair or interfere with the Conservation Values of the Easement Area. Grantor intends that this Conservation Easement will confine the use of the Easement Area to activities that are consistent with such purposes, including, without limitation, those involving the preservation, restoration, and enhancement of native species and their habitats.

2. Grantee's Rights. To accomplish the purposes of this Conservation Easement, Grantor hereby grants and conveys the following rights to Grantee and to CDFW as a third-party beneficiary of this Conservation Easement:

- (a) To preserve and protect the Conservation Values of the Easement Area;
- (b) To enter the Property at reasonable times and upon reasonable notice, not less than forty eight (48) hours except in cases of emergency, and at access points designated by Grantor, in order to access the Easement Area to monitor compliance with and otherwise enforce the terms of this Conservation Easement, and for scientific research and interpretive purposes by Grantee or its designees and CDFW or its designees, provided that neither Grantee nor CDFW shall unreasonably interfere with Grantor's authorized use and quiet enjoyment of the Property consistent with the terms of this Conservation Easement;
- (c) To prevent any activity on or use of the Easement Area that is inconsistent with the purposes of this Conservation Easement and to require the restoration of such areas or features of the Easement Area that may be damaged by any act, failure to act, or any use or activity that is inconsistent with the purposes of this Conservation Easement;
- (d) To require that all mineral, air, and water rights as Grantee or CDFW deems necessary to preserve, protect, and sustain the biological resources and Conservation Values of the Easement Area shall remain a part of and be put to beneficial use upon the Easement Area, consistent with the purposes of this Conservation Easement; and
- (e) All present and future development rights appurtenant to, allocated, implied, reserved, or inherent in the Easement Area; such rights are hereby terminated and extinguished, and may not be used on or transferred to any portion of the Easement Area, the Property, nor any other property adjacent or otherwise.
- (f) To implement land management in a manner consistent with the LTMP, in order to support integrated management across conserved landscapes, including habitat restoration, maintenance, monitoring, and reporting, as well as prevention of trespass or encampment on the Easement Area.
- (g) To pass on, over, and through the Access Area, as may be necessary or convenient to exercise Grantee's rights and responsibilities under this Conservation Easement,

and to bring onto such Access Area such tools, vehicles, or equipment as may be required or beneficial for Grantee's accomplishment of such rights and responsibilities.

3. Prohibited Uses. Any activity on or use of the Easement Area that is inconsistent with the purposes of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following uses and activities by Grantor, Grantor's agents, and third parties are expressly prohibited:

(a) Unseasonable watering; use of chemical fertilizers, pesticides, biocides, herbicides, rodenticides, fungicides, or other agents; weed abatement activities; incompatible fire protection activities; and any and all other activities and uses which may adversely affect the Conservation Values of the Easement Area or otherwise interfere with the purposes of this Conservation Easement;

(b) Use of off-road vehicles and use of any other motorized vehicles except on existing roadways;

(c) Agricultural activity of any kind, except such grazing activities as may be authorized for weed and non-native plant control under the LTMP;

(d) Recreational activities including, but not limited to, horseback riding, biking, except such activities as are consistent with the purposes of this Conservation Easement and carried out in accordance with the LTMP;

(e) Commercial, industrial, institutional, or residential structures or uses;

(f) Any legal or de facto division, subdivision or partitioning of the Property, including a request for a certificate of compliance pursuant to the Subdivision Map Act (Gov. Code section 66499.35);

(g) Construction, reconstruction, expansion, location, relocation, installation, or placement of any building, billboard or sign, or any other structure or improvement of any kind;

(h) Deposit or accumulation of soil, trash, ashes, refuse, waste, bio-solids, or any other materials;

(i) Planting, introduction, or dispersion of non-native or exotic plant or animal species;

(j) Filling, dumping, excavating, draining, dredging, mining, drilling, removing, or exploring for or extracting minerals, loam, soil, sands, gravel, rocks, or other material on or below the surface of the Easement Area, or granting or authorizing surface entry for any such purpose;

(k) Altering the surface or general topography of the Easement Area, including building roads or trails, or paving or otherwise covering any portion of the Easement Area;

(l) Removing, disturbing, altering, destroying, or cutting of trees, shrubs, or other vegetation, except as required by law and in conformance with the LTMP for (1) fire breaks, (2) maintenance of existing foot trails or roads, or (3) prevention or treatment of disease;

(m) Except as may be specifically provided for in the LTMP, manipulating, impounding, or altering any natural water course, body of water or water circulation on the Easement Area, and activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or sub-surface waters;

(n) Without the prior written consent of Grantee and CDFW, which Grantee and CDFW each may withhold in the exercise of reasonable discretion, transferring, encumbering, selling, leasing, or otherwise separating the mineral, air, or water rights for the Easement Area; changing the place or purpose of use of the water rights; abandoning or allowing the abandonment of, by action or inaction, any water or water rights, ditch or ditch rights, spring rights, reservoir or storage rights, wells, ground water rights, or other rights in and to the use of water historically used on or otherwise appurtenant to the Easement Area, including but not limited to: (1) riparian water rights; (2) appropriative water rights; (3) rights to waters which are secured under contract with any irrigation or water district, to the extent such waters are customarily applied to the Easement Area; and (4) any water from wells that are in existence or may be constructed in the future on the Easement Area; and

(o) Any activity or use that may violate or fail to comply with relevant federal, state, or local laws, regulations, or policies applicable to Grantor, the Easement Area, or the activity or use in question.

4. Grantor's Duties. Grantor shall undertake all reasonable actions to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the Conservation Values of the Easement Area. Grantor shall maintain the Access Area in a graded, clear, passable condition, free of obstructions that would prevent reasonable vehicular or pedestrian access to the Easement Area, and shall do so at Grantor's sole expense. In addition, Grantor shall undertake all necessary actions to perfect the rights of Grantee and CDFW under Section 2 of this Conservation Easement.

5. Reserved Rights. Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from its ownership of the Easement Area, including the right to engage in or to permit or invite others to engage in all uses of the Easement Area that are not expressly prohibited or limited by, and are consistent with the purposes of, this Conservation Easement.

6. Grantee's Remedies.

(a) CDFW, as a third-party beneficiary of this Conservation Easement, shall have the same rights and remedies as Grantee under this Section 6. If Grantee determines that a violation of the terms of this Conservation Easement has occurred or is threatened, Grantee shall give written notice to Grantor of such violation and demand in writing the cure of such violation ("Notice of Violation"). At the time of giving any such notice, Grantee shall give a copy of the notice to CDFW (or, if CDFW gives a Notice of Violation it shall also give a copy of the notice to Grantee). Notice shall be provided in accordance with Section 20 of this Conservation Easement.

(b) If Grantor fails to cure the violation within thirty (30) days after receipt of the Notice of Violation, or if the cure reasonably requires more than thirty (30) days to complete and Grantor fails to begin the cure within the thirty (30)-day period or fails to continue diligently to complete the cure, Grantee may bring an action at law or in equity in a court of competent

jurisdiction for any or all of the following: to recover any damages to which Grantee may be entitled for violation of the terms of this Conservation Easement or for any injury to the Conservation Values of the Easement Area; to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies; to pursue any other legal or equitable relief, including, but not limited to, the restoration of the Easement Area to the condition in which it existed prior to any such violation or injury; or to otherwise enforce this Conservation Easement. Without limiting the liability of Grantor, Grantee may apply any damages recovered to the cost of undertaking any corrective action on the Easement Area.

(c) If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate injury to the Conservation Values of the Property, Grantee may pursue its remedies under this Conservation Easement without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this section apply equally to actual or threatened violations of the terms of this Conservation Easement.

(d) Grantor agrees that Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including but not limited to, the remedies set forth in Civil Code section 815, *et seq.*

(e) If at any time in the future Grantor or any subsequent transferee uses or threatens to use the Easement Area for purposes inconsistent with this Conservation Easement then, despite the provisions of Civil Code section 815.7, the California Attorney General, any person and any entity with a justiciable interest in the preservation of this Conservation Easement has standing as an interested party in any proceeding affecting this Conservation Easement.

7. Costs of Enforcement. Grantor shall bear all costs incurred by Grantee or CDFW, where either or both of the latter as applicable, is a prevailing party in enforcing the terms of this Conservation Easement against Grantor. These costs include, but are not limited to, the following: costs of suit and attorneys' and experts' fees, and any costs for restoration necessitated by Grantor's negligence or breach of this Conservation Easement.

8. Discretion of Grantee and CDFW. Enforcement of the terms of this Conservation Easement by Grantee or CDFW shall be at the discretion of the enforcing party, and any forbearance by Grantee or CDFW to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement shall not be deemed or construed to be a waiver by Grantee or CDFW of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any rights of Grantee or CDFW under this Conservation Easement. No delay or omission by Grantee or CDFW in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver.

9. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee or CDFW to bring any action against Grantor for any injury

to or change in the Easement Area resulting from (i) any natural cause beyond Grantor's control, including, without limitation, fire not caused by Grantor, flood, storm, and earth movement, or any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Easement Area resulting from such causes; or (ii) acts by Grantee or its employees or CDFW or its employees.

10. CDFW Right of Enforcement. All rights and remedies conveyed to Grantee under this Conservation Easement shall extend to and are enforceable by CDFW. These rights are in addition to, and do not limit, the rights of enforcement CDFW may have against Permittee under the ITP.

11. Intentionally Omitted.

12. Access. This Conservation Easement does not convey a general right of access to the public.

13. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the Easement Area. Within the Easement Area, Grantor shall have the land management responsibilities to comply with the LTMP and otherwise preserve the Conservation Values of the Easement Area. Grantor agrees that neither Grantee nor CDFW shall have any duty or responsibility for the operation, upkeep or maintenance of the Property, the monitoring of hazardous conditions thereon, or the protection of Grantor, the public or any third parties from risks relating to conditions on the Property. Except for those duties imposed upon the Permittee as permittee under the ITP, which remain the responsibility of the Permittee, Grantor remains solely responsible for obtaining any applicable governmental permits and approvals required for any activity or use permitted by this Conservation Easement, including those required from CDFW acting in its regulatory capacity, and any activity or use shall be undertaken in accordance with all applicable federal, state, local and administrative agency statutes, codes, ordinances, rules, regulations, orders and requirements.

14. Taxes; No Liens. Grantor shall pay before delinquency all taxes, assessments (general and special), fees, and charges of whatever description levied on or assessed against the Property, including the Easement Area, by competent authority (collectively "Taxes"), including any Taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish Grantee and CDFW with satisfactory evidence of payment upon request. Grantor shall keep the Easement Area free from any liens (other than a security interest that is expressly subordinate to this Conservation Easement as provided in Section 22(j)), including those arising out of any obligations incurred by Grantor for any labor or materials furnished or alleged to have been furnished to or for Grantor at or for use on the Property, including the Easement Area.

15. Hold Harmless. Grantor shall hold harmless, protect, and indemnify Grantee and its directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (each a "Grantee Indemnified Party") and, collectively, "Grantee's Indemnified Parties") and CDFW and its directors, officers, employees, agents, contractors and representatives, and the heirs, personal representatives, successors and assigns of each of them (each a "CDFW Indemnified Party") and, collectively, "CDFW's Indemnified Parties") from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation, reasonable attorneys' fees and experts' fees), causes of action, claims, demands, orders, liens or judgments (each a

"Claim" and, collectively, "Claims"), arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, except that this indemnification shall be inapplicable (a) to Grantee's Indemnified Parties with respect to any Claim due solely to the negligence of Grantee and (b) to CDFW's Indemnified Parties with respect to any Claim due solely to the negligence of CDFW; (2) the obligations specified in Sections 4, 13, and 14 and (3) the existence or administration of this Conservation Easement. If any action or proceeding is brought against any of the CDFW's Indemnified Parties by reason of any such Claim, except an enforcement action on the ITP, Grantor shall, at the election of and upon written notice from CDFW, defend such action or proceeding by counsel reasonably acceptable to the CDFW Indemnified Party or reimburse CDFW for all charges incurred for services of the California Attorney General in defending the action or proceeding.

16. Extinguishment. If circumstances arise in the future that render the purposes of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, in whole or in part, by judicial proceedings in a court of competent jurisdiction.

17. Condemnation. Pursuant to Code of Civil Procedure section 1240.055, this Conservation Easement is "property appropriated to public use," as used in Article 6 (commencing with section 1240.510) and Article 7 (commencing with section 1240.610) of Chapter 3 of Title 7 of the Code of Civil Procedure. A person authorized to acquire property for public use by eminent domain shall seek to acquire the Property, if at all, *only* as provided in Code of Civil Procedure section 1240.055. CDFW is a public entity that imposed conditions on approval of a project that were satisfied, in whole or in part, by the creation of this Conservation Easement. If any person seeks to acquire the Property for public use, Grantee shall provide notice to CDFW and comply with all obligations of the holder of a conservation easement under Code of Civil Procedure section 1240.055. If the Conservation Easement is condemned, the net proceeds from the condemnation shall be used in compliance with Government Code section 65966(j).

18. Transfer of Easement. This Conservation Easement may be assigned or transferred by Grantee only to CDFW or another entity or organization authorized to acquire and hold conservation easements pursuant to Civil Code section 815.3: and Government Code section 65967 (and any successor or other provisions then applicable) or the laws of the United States. Grantee shall require the assignee to record the assignment in the county where the Property is located. The failure of Grantee to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforcement in any way.

19. Transfer of Property. Grantor agrees to incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which Grantor divests itself of any interest in all or any portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee and CDFW of the intent to transfer any interest at least sixty (60) days prior to the date of such transfer. Grantee or CDFW shall have the right to prevent subsequent transfers in which prospective subsequent claimants or transferees are not given notice of the terms, covenants, conditions, and restrictions of this Conservation Easement. The failure of Grantor, Grantee, or CDFW to perform any act provided in this section shall not impair the validity of this Conservation Easement or

limit its enforceability in any way.

20. Notices. Any notice, demand, request, consent, approval, or other communication that any party desires or is required to give to the other parties shall be in writing and be served personally or sent by recognized overnight courier that guarantees next-day delivery or by first class United States mail, postage fully prepaid, and addressed as follows:

To Grantor: San Bernardino Valley Water Conservation District
1630 West Redlands Boulevard Suite A
Redlands, CA 92373
[Attn: Land Resources Manager]

To Grantee: San Bernardino Valley Conservation Trust
1630 West Redlands Boulevard, Suite A
Redlands, Ca 92373
[Attn: Executive Officer]

To CDFW: Department of Fish and Wildlife
Inland Deserts Region
3602 Inland Empire Blvd, Suite C-220
Ontario, CA 91764
Attn: Regional Manager

Copy to: Department of Fish and Wildlife
Office of the General Counsel
Post Office Box 944209
Sacramento, California 94244-2090
Attn: General Counsel

or to such other address as Grantor, Grantee, or CDFW shall designate by written notice to the other parties. Notice shall be deemed effective upon delivery in the case of personal delivery or delivery by overnight courier or, in the case of delivery by first class mail, three (3) days after deposit into the United States mail.

21. Amendment. This Conservation Easement may be amended by Grantor and Grantee only by mutual written agreement and subject to the prior written consent of CDFW. Any such amendment shall be consistent with the purposes of this Conservation Easement and California law governing conservation easements and shall not affect its perpetual duration. Any such amendment shall be recorded in the Official Records of the county in which the Property is located.

22. Additional Provisions.

(a) Controlling Law. The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of California, disregarding the conflicts of law principles of such state.

(b) Liberal Construction. Despite any general rule of construction to the contrary, this Conservation Easement shall be liberally construed to accomplish the purposes of this Conservation Easement and the policy and purpose of Civil Code sections 815, *et seq.* If

any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Severability. If a court of competent jurisdiction voids or invalidates on its face any provision of this Conservation Easement, such action shall not affect the remainder of this Conservation Easement. If a court of competent jurisdiction voids or invalidates the application of any provision of this Conservation Easement to a person or circumstance, such action shall not affect the application of the provision to any other persons or circumstances.

(d) Entire Agreement. This instrument and the ITP set forth the entire agreement of the parties with respect to the Conservation Easement and supersede[s] all prior discussions, negotiations, understandings, or agreements of the parties relating to the Conservation Easement. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment in accordance with Section 21.

(e) No Forfeiture. Nothing contained in this Conservation Easement will result in a forfeiture or reversion of Grantor's title in any respect. Notwithstanding the foregoing, if CDFW reasonably determines that this Conservation Easement is not being held, monitored, or stewarded for conservation purposes in accordance with the requirements of Government Code section 65967(e), then pursuant to Government Code section 65967(e) the Conservation Easement shall revert to CDFW or to another public agency, governmental entity, special district, or nonprofit organization approved in advance in writing by CDFW.

(f) Successors. The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the parties and their respective personal representatives, heirs, successors, and assigns and shall constitute a servitude running in perpetuity with the Property.

(g) Termination of Rights and Obligations. A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest in the Conservation Easement or Property, except that liability for acts, omissions, or breaches occurring prior to transfer shall survive transfer.

(h) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon its construction or interpretation.

(i) No Hazardous Materials Liability.

(1) Grantor represents and warrants to Grantee and CDFW that it has no knowledge or notice of any Hazardous Materials (defined below) or underground storage tanks existing, generated, treated, stored, used, released, disposed of, deposited or abandoned in, on, under, or from the Property, or transported to or from or affecting the Property.

(2) Without limiting the obligations of Grantor under Section 15 of this Conservation Easement, Grantor hereby releases and agrees to indemnify, protect and hold harmless the Grantee's Indemnified Parties and the CDFW's Indemnified Parties (each as defined in Section 15 from and against any and all Claims arising from or connected with any Hazardous Materials or underground storage tanks present, alleged to be present, released in, from, or about, or otherwise associated with the Property at any time, except that (A) this

indemnification shall be inapplicable to the Grantee's Indemnified Parties with respect to any Hazardous Materials placed, disposed, or released by Grantee and (B) this indemnification shall be inapplicable to the CDFW's Indemnified Parties with respect to any Hazardous Materials placed, disposed, or released by CDFW. This release and indemnification includes, without limitation, Claims for injury to or death of any person or physical damage to any property; and the violation or alleged violation of, or other failure to comply with, any Environmental Laws (defined below). If any action or proceeding is brought against any of the CDFW's Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from CDFW, defend such action or proceeding by counsel reasonably acceptable to the CDFW Indemnified Party or reimburse CDFW for all charges incurred for services of the California Attorney General in defending the action or proceeding.

(3) Despite any contrary provision of this Conservation Easement, the parties do not intend this Conservation Easement to be, and this Conservation Easement shall not be, construed such that it creates in or gives to Grantee or CDFW any of the following:

(A) The obligations or liability of an "owner" or "operator," as those terms are defined and used in Environmental Laws (defined below), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. section 9601, *et seq.*; hereinafter, "CERCLA"); or

(B) The obligations or liabilities of a person described in 42 U.S.C. section 9607(a)(3) or (4); or

(C) The obligations of a responsible person under any applicable Environmental Laws; or

(D) The right or duty to investigate and remediate any Hazardous Materials associated with the Property; or

(E) Any control over Grantor's ability to investigate, remove, remediate, or otherwise clean up any Hazardous Materials associated with the Property.

(4) The term "Hazardous Materials" includes, without limitation, (a) material that is flammable, explosive or radioactive; (b) petroleum products, including by-products and fractions thereof; and (c) hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA, the Resource Conservation and Recovery Act of 1976 (42 U.S.C. section 6901, *et seq.*; hereinafter "RCRA"); the Hazardous Materials Transportation Act (49 U.S.C. section 5101, *et seq.*; hereinafter "HTA"); the Hazardous Waste Control Law (Health & Saf. Code section 25100, *et seq.*; hereinafter "HCL"); the Carpenter-Presley-Tanner Hazardous Substance Account Act (Health & Saf. Code section 25300, *et seq.*; hereinafter "HSA"), and in the regulations adopted and publications promulgated pursuant to them, or any other applicable Environmental Laws now in effect or enacted after the date of this Conservation Easement.

(5) The term "Environmental Laws" includes, without limitation, CERCLA, RCRA, HTA, HCL, HSA, and any other federal, state, local or administrative agency statute, code, ordinance, rule, regulation, order, or requirement relating to pollution, protection of human health or safety, the environment or Hazardous Materials. Grantor represents, warrants, and covenants to Permittee, Grantee and CDFW that activities upon and use of the Property by

Grantor, its agents, employees, invitees, and contractors will comply with all Environmental Laws.

(j) Warranty. Grantor represents and warrants that Grantor is the sole owner of fee simple title to the Property; that the Property is not subject to any other conservation easement; and there are no outstanding mortgages, liens, encumbrances or other interests in the Property (including, without limitation, water and mineral interests) that may conflict or are otherwise inconsistent with this Conservation Easement and which have not been expressly subordinated to this Conservation Easement by a written, recorded Subordination Agreement approved by Grantee and CDFW.

(k) Additional Easements. Grantor shall not grant any additional easements, rights of way, or other interests in the Property (other than a security interest that is expressly subordinated to this Conservation Easement), or grant, transfer, abandon, or relinquish (each a "Transfer") any mineral, air, or water right, or any water associated with the Property, without first obtaining the written consent of Grantee and CDFW. Grantee or CDFW may withhold such consent if it determines that the proposed interest or Transfer is inconsistent with the purposes of this Conservation Easement or may impair or interfere with the Conservation Values of the Property. This section shall not limit the provisions of Sections 2(d) or 3(n), nor prohibit transfer of a fee or leasehold interest in the Property that is subject to this Conservation Easement and complies with Section 19. Grantor shall provide a certified copy of any recorded or unrecorded grant or Transfer document to Grantee and CDFW.

(l) Recording. Grantee shall record this Conservation Easement in the Official Records of the county in which the Property is located, and Grantee or CDFW may re-record it at any time as it deems necessary to preserve its rights in this Conservation Easement.

(m) Exhibits. The following Exhibits referenced in this Conservation Easement are attached to and incorporated by reference in this Conservation Easement:

EXHIBIT B – Legal Description and Mapping of the Easement Area

EXHIBIT A –Legal Description and Mapping of Access Area

IN WITNESS WHEREOF Grantor has executed this Conservation Easement as of the day and year first above written.

GRANTOR:

SAN BERNARINO VALLEY WATER CONSERVATION DISTRICT

BY:_____

NAME:_____

TITLE:_____

DATE:_____

GRANTEE

SAN BERNARINO VALLEY CONSERVATION TRUST

BY:_____

NAME:_____

TITLE:_____

DATE:_____

THIRD PARTY BENEFICIARY

STATE OF CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

BY:_____

NAME:_____

TITLE:_____

Acknowledgment

State of California

County of _____)

On _____ before me, _____ (here insert name and title of officer), personally appeared _____, 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires:

Acknowledgment

State of California

County of _____)

On _____ before me, _____ (here insert name and title of officer), personally appeared _____, 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires:

Acknowledgment

State of California

County of _____)

On _____ before me, _____ (here insert name and title of officer), personally appeared _____, 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires:

EXHIBIT "A"
ACCESS ROAD

BEING A PORTION OF THE NORTHWEST, SOUTHWEST AND SOUTHEAST ONE QUARTERS OF SECTION 7, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SBM, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 12 FEET IN WIDTH LYING 6 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE CENTER OF SAID SECTION 7 FROM A FOUND 2 ½" IRON PIPE WITH BRASS DISK, STAMPED "CTR 7", AS SHOWN ON AMENDED RECORD OF SURVEY MAP, RECORDED IN BOOK 106, PAGES 93 THRU 96 INCLUSIVE, RECORDS OF SAID COUNTY;

THENCE SOUTH 00°03'34" WEST, ALONG THE EAST LINE OF SAID SOUTHEAST ONE QUARTER OF SECTION 7, A DISTANCE OF 1117.19 FEET;

THENCE SOUTH 89°56'26" EAST A DISTANCE OF 336.60 FEET TO THE MOST NORTHWESTERLY CORNER OF CE SBCTA P4 AND **TRUE POINT OF BEGINNING**;

THENCE NORTH 78°01'44" WEST, A DISTANCE OF 127.42 FEET;

THENCE SOUTH 65°14'46" WEST, A DISTANCE OF 141.70 FEET;

THENCE SOUTH 84°07'42" WEST, A DISTANCE OF 45.11 FEET;

THENCE NORTH 86°36'30" WEST, A DISTANCE OF 78.00 FEET;

THENCE NORTH 78°35'46" WEST, A DISTANCE OF 203.57 FEET;

THENCE NORTH 07°58'05" EAST, A DISTANCE OF 107.18 FEET;

THENCE NORTH 12°54'21" WEST, A DISTANCE OF 34.64 FEET;

THENCE NORTH 19°52'45" WEST, A DISTANCE OF 180.55 FEET;

THENCE NORTH 19°03'57" WEST, A DISTANCE OF 388.80 FEET;

THENCE NORTH 05°10'23" WEST, A DISTANCE OF 250.52 FEET;

THENCE NORTH 17°49'29" WEST, A DISTANCE OF 197.72 FEET;

THENCE NORTH 17°49'29" WEST, A DISTANCE OF 243.69 FEET;

THENCE NORTH 18°08'14" WEST, A DISTANCE OF 315.63 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 30.00 FEET;

THENCE NORTHERLY, NORTHWESTERLY, WESTERLY AND SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 98°49'14", AN ARC DISTANCE OF 51.74 FEET;

THENCE SOUTH 63°02'32" WEST, A DISTANCE OF 56.96 FEET;

THENCE SOUTH 41°08'48" WEST, A DISTANCE OF 97.04 FEET;

THENCE SOUTH 31°56'38" WEST, A DISTANCE OF 106.60 FEET TO THE BEGINNING OF A

TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 12.00 FEET;

THENCE SOUTHWESTERLY AND WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 59°19'20", AN ARC DISTANCE OF 12.42 FEET;

THENCE NORTH 88°44'02" WEST, A DISTANCE OF 111.18 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 12.00 FEET;

THENCE WESTERLY, NORTHWESTERLY AND NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°22'46", AN ARC DISTANCE OF 18.93 FEET;

THENCE NORTH 01°38'44" EAST, A DISTANCE OF 44.04 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 30.00 FEET;

THENCE NORTHERLY, NORTHWESTERLY AND WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 93°48'18", AN ARC DISTANCE OF 49.12 FEET;

THENCE SOUTH 87°50'25" WEST, A DISTANCE OF 266.46 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 92.00 FEET;

THENCE WESTERLY AND SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°07'05", AN ARC DISTANCE OF 67.63 FEET;

THENCE SOUTH 45°43'20" WEST, A DISTANCE OF 28.05 FEET;

THENCE SOUTH 82°48'24" WEST, A DISTANCE OF 114.47 FEET;

THENCE NORTH 80°43'37" WEST, A DISTANCE OF 56.17 FEET;

THENCE SOUTH 87°33'13" WEST, A DISTANCE OF 627.88 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 337.00 FEET;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°33'09", AN ARC DISTANCE OF 103.24 FEET;

THENCE NORTH 74°53'38" WEST, A DISTANCE OF 422.34 FEET TO A POINT 6 FEET EASTERLY OF THE WEST LINE OF THE NORTHWEST ONE QUARTER OF SAID SECTION 7 ;

THENCE NORTH 00°32'42" WEST, PARALLEL WITH AND 6 FEET EAST OF SAID WEST LINE, A DISTANCE OF 2192.03 FEET TO NORTHERLY LINE OF SAID SECTION 7 AND **TERMINIS OF SAID STRIP.**

BASIS OF BEARING'S IS THE WEST LINE OF THE SOUTHEAST ONE QUARTER OF SECTION 7 AS SHOWN ON AMENDED RECORD OF SURVEY MAP, RECORDED IN BOOK 106, PAGES 93 THRU 96, BEING SOUTH 00°03'34" WEST. ALL DISTANCES ARE GROUND, CCS83, ZONE 5. COMBINATION FACTOR 0.99990897

SEE EXHIBIT "B" ATTACHED HERETO AND MORE A PART HEREOF.

BLACK GOLD SURVEYING, INC.
PREPARED BY ME OR UNDER MY SUPERVISION


Scott Sturm, P.L.S. 8549 Date 12/3/2024



EXHIBIT B

SHEET 1 of 2

ACCESS ROAD

S89° 34' 34"E 2736.46'

FD. 2 1/2" IRON PIPE
WITH BRASS DISK,
UP 1.0 PER RS 106/93-96

WEST HALF OF SECTION 7, T.1S., R.2W.

BLANKET EASEMENT FOR FLOOD CONTROL PURPOSES WITH REQUIRED
APPROVAL BY THE PROPERTY OWNER RECORDED IN BOOK 929, PAGE 239 O.R.

FD. 2 1/2" IRON PIPE
WITH BRASS DISK,
STAMPED "CTR 7"
FLUSH PER RS 106/93-96

1326.97'

N00° 03' 4"

POC

Approx. Basin
Flooding Limit

S89° 28'

WEST 1/4 CORNER SECTION 7

S89° 27' 59"E 2708.89'

S89° 36' 26"E

336.60'

TPOB

CE SBCTA P4
2.15 ACRES

MB 12/52



EXHIBIT B

SHEET 2 of 2

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N78°01'44"W	127.42'
L2	S65°14'46"W	141.70'
L3	S84°07'42"W	45.11'
L4	N86°36'30"W	78.00'
L5	N78°35'46"W	203.57'
L6	N07°58'05"E	107.18'
L7	N12°54'21"W	34.64'
L8	N19°52'45"W	180.55'
L9	N19°03'57"W	388.80'
L10	N05°10'23"W	250.52'
L11	N17°49'29"W	197.72'
L12	N17°49'29"W	243.69'
L13	N18°08'14"W	315.63'
L15	S63°02'32"W	56.96'
L16	S41°08'48"W	97.04'
L17	S31°56'38"W	106.60'
L19	N88°44'02"W	111.18'
L21	N01°38'44"E	44.04'
L23	S87°50'25"W	266.46'
L25	S45°43'20"W	28.05'
L26	S82°48'24"W	114.47'
L27	N80°43'37"W	56.17'
L28	S87°33'13"W	627.87'
L30	N74°53'38"W	422.34'
L31	N00°32'42"W	2192.03'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	TANGENT
C1	98°49'14"	30.00'	51.74'	35.01'
C2	90°22'46"	12.00'	18.93'	12.08'
C3	93°48'18"	30.00'	49.12'	32.06'
C4	59°19'20"	12.00'	12.42'	6.83'
C5	42°07'05"	92.00'	67.63'	35.42'
C6	17°33'09"	337.00'	103.24'	52.03'



EXHIBIT "B"

BEING A PORTION OF THE SOUTHEAST ONE QUARTER OF SECTION 7, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SBM, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ALSO BEING PORTIONS OF THOSE LANDS DESCRIBED IN THAT CERTAIN DEED RECORDED AUGUST 9, 1941 IN BOOK 1486, PAGE 394 O.R. OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

PARCEL A (CE SBCTA P1)

COMMENCING AT THE CENTER OF SAID SECTION 7 FROM A FOUND 2 ½" IRON PIPE WITH BRASS DISK, STAMPED "CTR 7", AS SHOWN ON AMENDED RECORD OF SURVEY MAP, RECORDED IN BOOK 106, PAGES 93 THRU 96 INCLUSIVE, RECORDS OF SAID COUNTY;

THENCE SOUTH 00°03'34" WEST, ALONG THE WEST LINE OF SAID SOUTHEAST ONE QUARTER OF SECTION 7, A DISTANCE OF 1080.52 FEET;

THENCE SOUTH 89°56'26" EAST, A DISTANCE OF 809.41 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE NORTH 72°35'33" EAST, A DISTANCE OF 69.18 FEET;

THENCE NORTH 82°07'16" EAST, A DISTANCE OF 75.19 FEET;

THENCE NORTH 82°07'16" EAST, A DISTANCE OF 31.81 FEET;

THENCE NORTH 73°05'12" EAST, A DISTANCE OF 62.64 FEET;

THENCE NORTH 69°20'57" EAST, A DISTANCE OF 53.22 FEET;

THENCE NORTH 66°10'37" EAST, A DISTANCE OF 16.35 FEET;

THENCE SOUTH 10°12'47" EAST, A DISTANCE OF 52.61 FEET;

THENCE SOUTH 00°42'44" EAST, A DISTANCE OF 33.26 FEET;

THENCE SOUTH 00°06'40" WEST, A DISTANCE OF 46.28 FEET;

THENCE SOUTH 13°10'14" WEST, A DISTANCE OF 74.28 FEET;

THENCE NORTH 67°02'43" WEST, A DISTANCE OF 187.74 FEET;

THENCE SOUTH 78°04'44" WEST, A DISTANCE OF 103.12 FEET;

THENCE NORTH 20°18'11" WEST, A DISTANCE OF 20.14 FEET;

THENCE NORTH 09°06'56" WEST, A DISTANCE OF 54.56 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 0.7978 ACRES, MORE OR LESS.

PARCEL B (CE SBCTA P4)

COMMENCING AT THE CENTER OF SAID SECTION 7 FROM A FOUND 2 ½" IRON PIPE WITH BRASS DISK, STAMPED "CTR 7", AS SHOWN ON AMENDED RECORD OF SURVEY MAP, RECORDED IN BOOK 106, PAGES 93 THRU 96 INCLUSIVE, RECORDS OF SAID COUNTY;

THENCE SOUTH 00°03'34" WEST, ALONG THE WEST LINE OF SAID SOUTHEAST ONE QUARTER OF SECTION 7, A DISTANCE OF 1117.19 FEET;

THENCE SOUTH 89°56'26" EAST, A DISTANCE OF 336.60 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 81°50'04" EAST, A DISTANCE OF 38.37 FEET;

THENCE SOUTH 89°40'24" EAST, A DISTANCE OF 47.11 FEET;

THENCE NORTH 85°56'11" EAST, A DISTANCE OF 21.36 FEET;

THENCE SOUTH 74°49'17" EAST, A DISTANCE OF 28.66 FEET;

THENCE SOUTH 76°12'22" EAST, A DISTANCE OF 44.79 FEET;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 23.18 FEET;

THENCE NORTH 79°19'05" EAST, A DISTANCE OF 66.71 FEET;

THENCE NORTH 82°53'39" EAST, A DISTANCE OF 15.83 FEET;

THENCE SOUTH 90°00'00" EAST, A DISTANCE OF 16.66 FEET;

THENCE SOUTH 55°29'29" EAST, A DISTANCE OF 10.11 FEET;

THENCE SOUTH 02°53'17" EAST, A DISTANCE OF 24.11 FEET;

THENCE SOUTH 31°32'46" WEST, A DISTANCE OF 50.09 FEET;

THENCE SOUTH 11°33'53" WEST, A DISTANCE OF 15.28 FEET;

THENCE NORTH 89°15'16" EAST, A DISTANCE OF 104.59 FEET;

THENCE NORTH 13°13'21" WEST, A DISTANCE OF 27.18 FEET;

THENCE NORTH 13°13'21" WEST, A DISTANCE OF 34.84 FEET;

THENCE NORTH 05°34'36" WEST, A DISTANCE OF 20.73 FEET;

THENCE NORTH 21°16'21" EAST, A DISTANCE OF 22.52 FEET;

THENCE NORTH 75°38'57" EAST, A DISTANCE OF 62.63 FEET;

THENCE SOUTH 14°39'20" EAST, A DISTANCE OF 66.03 FEET;

THENCE SOUTH 39°13'34" WEST, A DISTANCE OF 64.07 FEET;
THENCE SOUTH 47°50'27" WEST, A DISTANCE OF 40.99 FEET;
THENCE SOUTH 02°32'00" WEST, A DISTANCE OF 103.84 FEET;
THENCE SOUTH 02°32'00" WEST, A DISTANCE OF 81.46 FEET;
THENCE SOUTH 09°41'32" EAST, A DISTANCE OF 2.20 FEET;
THENCE NORTH 82°20'59" WEST, A DISTANCE OF 44.68 FEET;
THENCE NORTH 70°16'22" WEST, A DISTANCE OF 73.04 FEET;
THENCE NORTH 61°03'36" WEST, A DISTANCE OF 33.73 FEET;
THENCE NORTH 84°56'34" WEST, A DISTANCE OF 39.39 FEET;
THENCE SOUTH 84°33'35" WEST, A DISTANCE OF 65.93 FEET;
THENCE NORTH 76°48'29" WEST, A DISTANCE OF 4.30 FEET;
THENCE NORTH 40°46'29" WEST, A DISTANCE OF 17.13 FEET;
THENCE NORTH 87°58'09" WEST, A DISTANCE OF 18.37 FEET;
THENCE SOUTH 88°51'15" WEST, A DISTANCE OF 13.02 FEET;
THENCE SOUTH 28°48'24" WEST, A DISTANCE OF 8.43 FEET;
THENCE NORTH 83°39'04" WEST, A DISTANCE OF 31.55 FEET;
THENCE NORTH 73°28'58" WEST, A DISTANCE OF 13.86 FEET;
THENCE NORTH 31°11'46" WEST, A DISTANCE OF 13.15 FEET;
THENCE NORTH 08°48'43" EAST, A DISTANCE OF 50.12 FEET;
THENCE NORTH 73°44'48" EAST, A DISTANCE OF 16.11 FEET;
THENCE NORTH 18°07'19" EAST, A DISTANCE OF 15.07 FEET;
THENCE NORTH 11°05'37" WEST, A DISTANCE OF 13.54 FEET;
THENCE NORTH 67°57'31" WEST, A DISTANCE OF 12.77 FEET;
THENCE NORTH 78°50'09" WEST, A DISTANCE OF 46.54 FEET;
THENCE NORTH 08°31'33" EAST, A DISTANCE OF 63.19 FEET;
THENCE NORTH 11°24'25" WEST, A DISTANCE OF 37.82 FEET;
THENCE NORTH 11°28'03" EAST, A DISTANCE OF 29.87 FEET TO THE **TRUE POINT OF BEGINNING.**

CONTAINING 2.1501 ACRES, MORE OR LESS.

PARCEL C (CE SBCTA P3)

COMMENCING AT THE CENTER OF SAID SECTION 7 FROM A FOUND 2 ½" IRON PIPE WITH BRASS DISK, STAMPED "CTR 7", AS SHOWN ON AMENDED RECORD OF SURVEY MAP, RECORDED IN BOOK 106, PAGES 93 THRU 96 INCLUSIVE, RECORDS OF SAID COUNTY;

THENCE SOUTH 00°03'34" WEST, ALONG THE WEST LINE OF SAID SOUTHEAST ONE QUARTER OF SECTION 7, A DISTANCE OF 1368.69 FEET;

THENCE SOUTH 89°56'26" EAST, A DISTANCE OF 305.25 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 76°54'58" EAST, A DISTANCE OF 51.37 FEET;

THENCE NORTH 08°42'44" EAST, A DISTANCE OF 11.21 FEET;

THENCE SOUTH 74°45'58" EAST, A DISTANCE OF 23.74 FEET;

THENCE SOUTH 82°34'07" EAST, A DISTANCE OF 24.16 FEET;

THENCE SOUTH 74°40'59" EAST, A DISTANCE OF 56.53 FEET;

THENCE NORTH 83°44'11" EAST, A DISTANCE OF 28.65 FEET;

THENCE NORTH 66°06'49" EAST, A DISTANCE OF 26.58 FEET;

THENCE NORTH 87°16'25" EAST, A DISTANCE OF 29.20 FEET;

THENCE SOUTH 84°17'22" EAST, A DISTANCE OF 24.43 FEET;

THENCE SOUTH 64°13'02" EAST, A DISTANCE OF 45.51 FEET;

THENCE SOUTH 68°28'16" EAST, A DISTANCE OF 40.69 FEET;

THENCE SOUTH 64°23'52" EAST, A DISTANCE OF 18.48 FEET;

THENCE NORTH 88°28'21" EAST, A DISTANCE OF 26.05 FEET;

THENCE SOUTH 67°12'13" EAST, A DISTANCE OF 25.99 FEET;

THENCE SOUTH 83°09'26" EAST, A DISTANCE OF 8.07 FEET;

THENCE SOUTH 14°23'58" EAST, A DISTANCE OF 167.29 FEET;

THENCE SOUTH 63°56'59" WEST, A DISTANCE OF 26.91 FEET;

THENCE NORTH 73°11'44" WEST, A DISTANCE OF 15.18 FEET;

THENCE NORTH 60°25'32" WEST, A DISTANCE OF 26.31 FEET;

THENCE NORTH 53°36'32" WEST, A DISTANCE OF 34.16 FEET;

THENCE NORTH 61°44'59" WEST, A DISTANCE OF 24.06 FEET;
THENCE NORTH 80°03'18" WEST, A DISTANCE OF 16.87 FEET;
THENCE NORTH 13°02'56" EAST, A DISTANCE OF 123.67 FEET;
THENCE NORTH 69°23'24" WEST, A DISTANCE OF 123.64 FEET;
THENCE NORTH 73°03'32" WEST, A DISTANCE OF 28.91 FEET;
THENCE SOUTH 10°31'44" WEST, A DISTANCE OF 132.92 FEET;
THENCE NORTH 73°28'50" WEST, A DISTANCE OF 31.31 FEET;
THENCE SOUTH 88°52'42" WEST, A DISTANCE OF 29.07 FEET;
THENCE NORTH 65°33'16" WEST, A DISTANCE OF 29.61 FEET;
THENCE NORTH 58°44'59" WEST, A DISTANCE OF 35.51 FEET;
THENCE NORTH 50°39'59" WEST, A DISTANCE OF 42.75 FEET;
THENCE NORTH 43°04'46" WEST, A DISTANCE OF 30.72 FEET;
THENCE NORTH 39°30'40" WEST, A DISTANCE OF 20.51 FEET;
THENCE NORTH 17°58'33" WEST, A DISTANCE OF 18.07 FEET;
THENCE NORTH 02°56'29" EAST, A DISTANCE OF 23.71 FEET TO THE **TRUE POINT OF BEGINNING.**

CONTAINING 0.8307 ACRES, MORE OR LESS.

PARCEL D (CE SBCTA P2)

COMMENCING AT THE CENTER OF SAID SECTION 7 FROM A FOUND 2 ½" IRON PIPE WITH BRASS DISK, STAMPED "CTR 7", AS SHOWN ON AMENDED RECORD OF SURVEY MAP, RECORDED IN BOOK 106, PAGES 93 THRU 96 INCLUSIVE, RECORDS OF SAID COUNTY;

THENCE SOUTH 00°03'34" WEST, ALONG THE WEST LINE OF SAID SOUTHEAST ONE QUARTER OF SECTION 7, A DISTANCE OF 1590.09 FEET;

THENCE SOUTH 89°56'26" EAST, A DISTANCE OF 664.63 FEET TO THE **TRUE POINT OF BEGINNING;**

THENCE SOUTH 58°40'17" EAST, A DISTANCE OF 29.22 FEET;

THENCE SOUTH 57°39'45" EAST, A DISTANCE OF 35.71 FEET;

THENCE SOUTH 59°16'52" EAST, A DISTANCE OF 17.42 FEET;

THENCE SOUTH 87°09'55" EAST, A DISTANCE OF 13.61 FEET;

THENCE NORTH 52°39'47" EAST, A DISTANCE OF 23.30 FEET;

THENCE NORTH 44°12'45" EAST, A DISTANCE OF 31.46 FEET;
THENCE NORTH 51°17'07" EAST, A DISTANCE OF 29.18 FEET;
THENCE NORTH 59°35'01" EAST, A DISTANCE OF 54.94 FEET;
THENCE SOUTH 23°11'42" WEST, A DISTANCE OF 181.01 FEET;
THENCE NORTH 89°58'57" WEST, A DISTANCE OF 148.89 FEET;
THENCE NORTH 11°28'28" EAST, A DISTANCE OF 130.04 FEET TO THE TRUE POINT OF
BEGINNING.

CONTAINING 0.4252 ACRES, MORE OR LESS.

BASIS OF BEARING'S IS THE WEST LINE OF THE SOUTHEAST ONE QUARTER OF SECTION 7 AS SHOWN ON
AMENDED RECORD OF SURVEY MAP, RECORDED IN BOOK 106, PAGES 93 THRU 96, BEING SOUTH 00°03'34" WEST.
ALL DISTANCES ARE GROUND, CCS83, ZONE 5.
COMBINATION FACTOR 0.99990897

SEE EXHIBIT "B-1" ATTACHED HERETO AND MORE A PART HEREOF.

BLACK GOLD SURVEYING
PREPARED BY ME OR UNDER MY SUPERVISION


Scott Sturm, P.L.S. 8549

6-10-24
Date



EXHIBIT B-1

FD. 2 1/2" IRON PIPE
WITH BRASS DISK,
STAMPED "CTR 7"
FLUSH PER RS 106/93-96
POC-PARCELS A, B, C & D

APN: 0297-071-08
OWNER: SAN BERNARDINO VALLEY CONSERVATION DISTRICT.
DOC# XXXX-XXXX
AREA-113.45 ACRES TOTAL
AREA CE'S-4.21 ACRES

WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 7, T.1S., R.2W.

BLANKET EASEMENT FOR FLOOD CONTROL PURPOSES WITH REQUIRED
APPROVAL BY THE PROPERTY OWNER RECORDED IN BOOK 929, PAGE 239 O.R.

N00° 03' 34"E 2636.58'

1080.52' PAR A
1117.19' PAR B
1368.69' PAR C
1590.09' PAR D

PARCEL B
CE SBCTA P4
2.15 ACRES

PARCEL A
CE SBCTA P1
0.80 ACRES

Exist. Dirt Access Road

N89° 56' 26"W 809.41'
336.60'

N89° 56' 26"W

Approx. Basin
Ponding Limit

305.25'

N89° 56' 26"W

Exist. Culvert

PARCEL C
CE SBCTA P3
0.83 ACRES

Exist. Concrete Pads

N89° 56' 26"W 664.93'

Exist. Dirt Access Road

Exist. Concrete Pads

TPOB A

TPOB B
Approx. Basin
Ponding Limit

Exist. Canal Centerline

Exist. Culvert

Exist. Culvert
Exist. Dirt Access Road

Approx. Basin
Ponding Limit

PARCEL D
CE SBCTA P2
0.42 ACRES

TPOB D

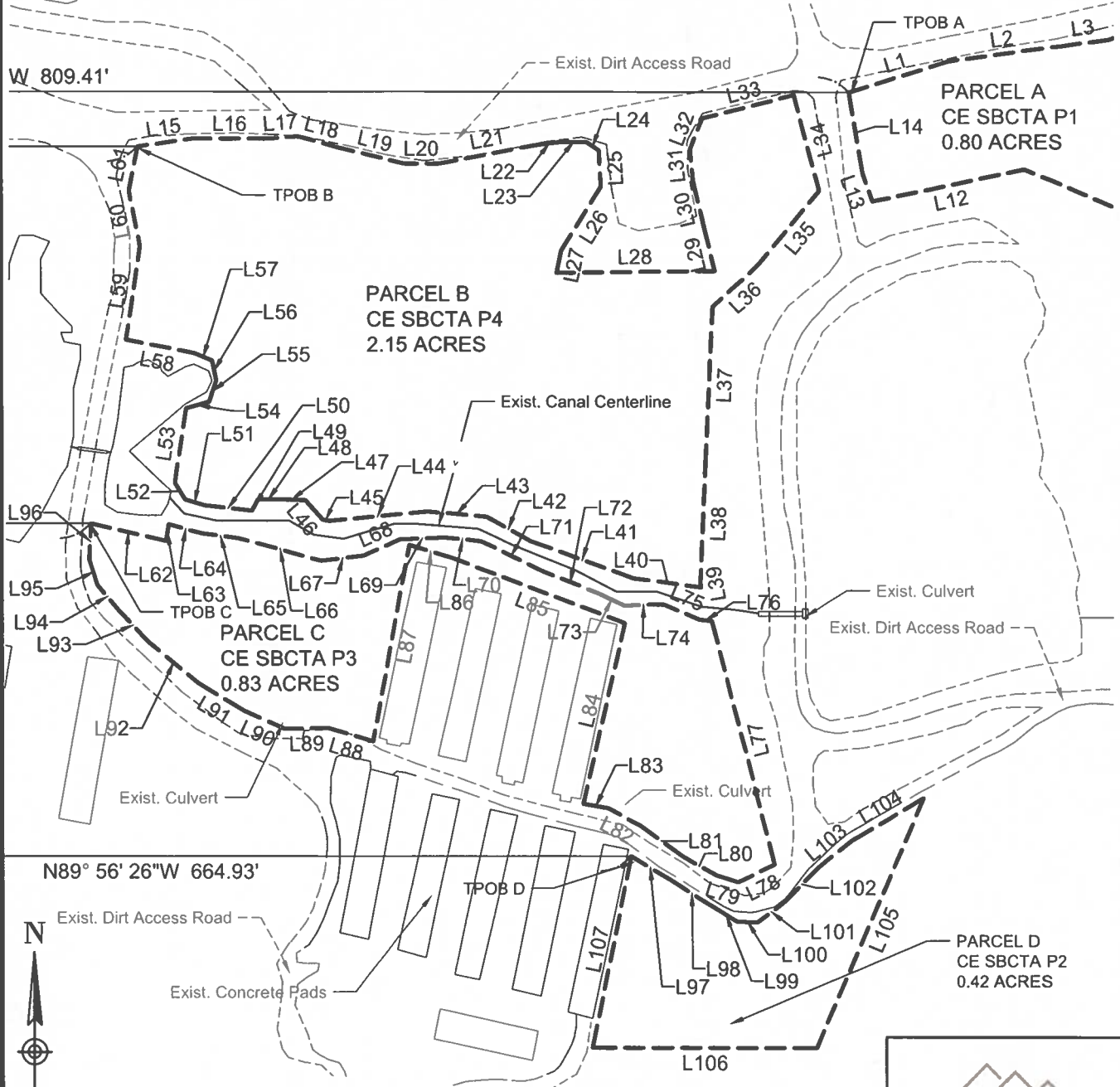
NOTE: SEE EXHIBIT B FOR DESCRIPTIONS OF PARCELS A THROUGH D



EXHIBIT B-1

WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 7, T.1S., R.2W.

BLANKET EASEMENT FOR FLOOD CONTROL PURPOSES WITH REQUIRED
APPROVAL BY THE PROPERTY OWNER RECORDED IN BOOK 929, PAGE 239 O.R.



NOTE: SEE EXHIBIT B FOR DESCRIPTIONS OF PARCELS A THROUGH D



EXHIBIT B-1

SHEET 3 of 4

WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 7, T.1S., R.2W.

BLANKET EASEMENT FOR FLOOD CONTROL PURPOSES WITH REQUIRED
APPROVAL BY THE PROPERTY OWNER RECORDED IN BOOK 929, PAGE 239 O.R.

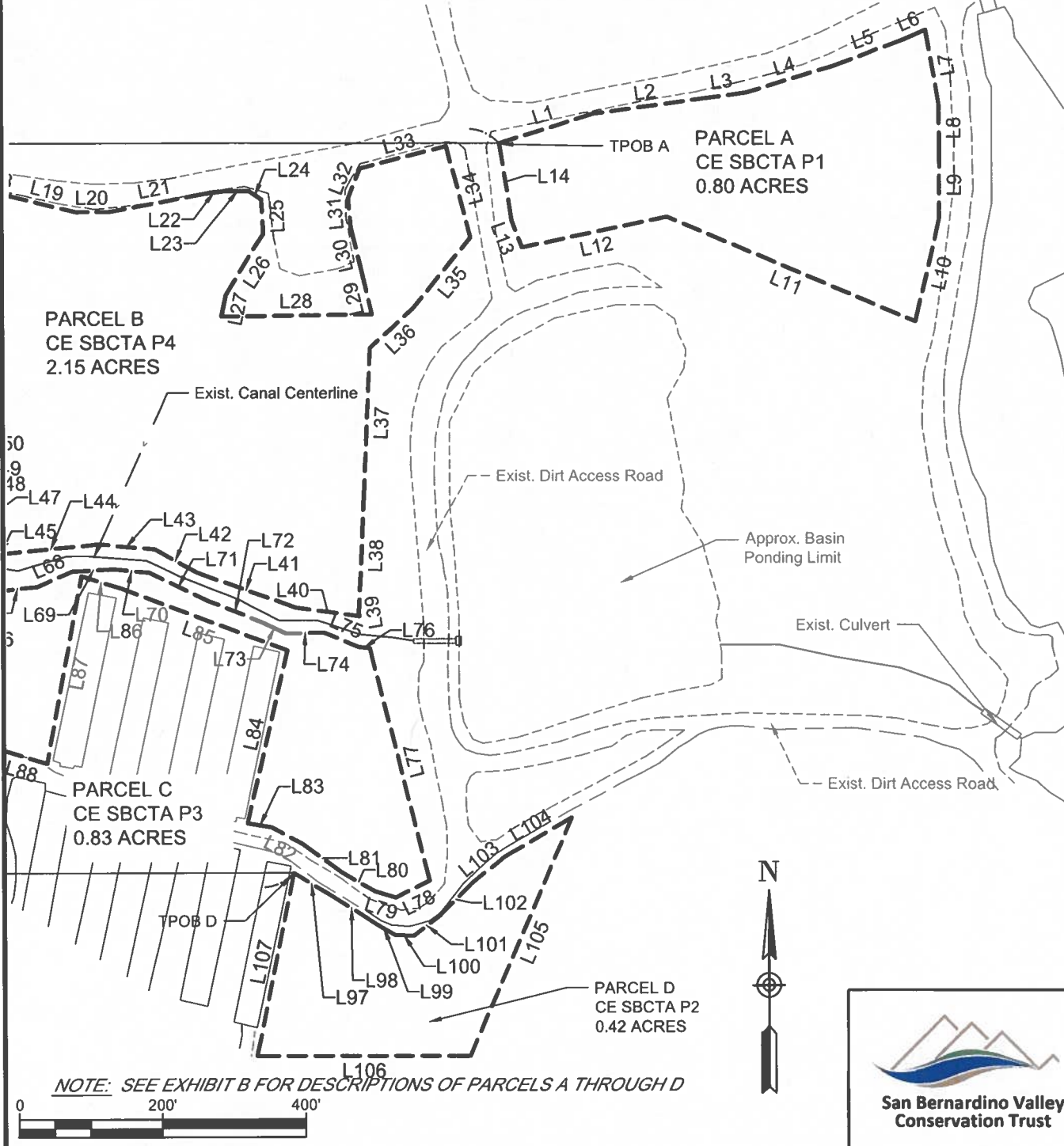


EXHIBIT B-1

SHEET 4 of 4

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N72°35'33"E	69.18'
L2	N82°07'16"E	75.19'
L3	N82°07'16"E	31.81'
L4	N73°05'12"E	62.64'
L5	N69°20'57"E	53.22'
L6	N66°10'37"E	16.35'
L7	S10°12'47"E	52.61'
L8	S00°42'44"E	33.26'
L9	S00°06'40"W	46.28'
L10	S13°10'14"W	74.28'
L11	N67°02'43"W	187.74'
L12	S78°04'44"W	103.12'
L13	N20°18'11"W	20.14'
L14	N09°06'56"W	54.56'

LINE TABLE		
LINE	BEARING	DISTANCE
L15	N81°50'04"E	38.37'
L16	S89°40'24"E	47.11'
L17	N85°56'11"E	21.36'
L18	S74°49'17"E	28.66'
L19	S76°12'22"E	44.79'
L20	N90°00'00"E	23.18'
L21	N79°19'05"E	66.71'
L22	N82°53'39"E	15.83'
L23	N90°00'00"E	16.66'
L24	S55°29'29"E	10.11'
L25	S02°53'17"E	24.11'
L26	S31°32'46"W	50.09'
L27	S11°33'53"W	15.28'
L28	N89°15'16"E	104.59'
L29	N13°13'21"W	27.18'
L30	N13°13'21"W	34.84'
L31	N05°34'36"W	20.73'
L32	N21°16'21"E	22.52'
L33	N75°38'57"E	62.63'
L34	S14°39'20"E	66.03'

LINE TABLE		
LINE	BEARING	DISTANCE
L35	S39°13'34"W	64.07'
L36	S47°50'27"W	40.99'
L37	S02°32'00"W	103.84'
L38	S02°32'00"W	81.46'
L39	S09°41'32"E	2.20'
L40	N82°20'59"W	44.68'
L41	N70°16'22"W	73.04'
L42	N61°03'36"W	33.73'
L43	N84°56'34"W	39.39'
L44	S84°33'35"W	65.93'
L45	N76°48'29"W	4.30'
L46	N40°46'29"W	17.13'
L47	N87°58'09"W	18.37'
L48	S88°51'15"W	13.02'
L49	S28°48'24"W	8.43'
L50	N83°39'04"W	31.55'
L51	N73°28'58"W	13.86'
L52	N31°11'46"W	13.15'
L53	N08°48'43"E	50.12'
L54	N73°44'48"E	16.11'

LINE TABLE		
LINE	BEARING	DISTANCE
L82	N61°44'59"W	24.06'
L83	N80°03'18"W	16.87'
L84	N13°02'56"E	123.67'
L85	N69°23'24"W	123.64'
L86	N73°03'32"W	28.91'
L87	S10°31'44"W	132.92'
L88	N73°28'50"W	31.31'
L89	S88°52'42"W	29.07'
L90	N65°33'16"W	29.61'
L91	N58°44'59"W	35.51'
L92	N50°39'59"W	42.75'
L93	N43°04'46"W	30.72'
L94	N39°30'40"W	20.51'
L95	N17°58'33"W	18.07'
L96	N02°56'29"E	23.71'

LINE TABLE		
LINE	BEARING	DISTANCE
L62	S76°54'58"E	51.37'
L63	N08°42'44"E	11.21'
L64	S74°45'58"E	23.74'
L65	S82°34'07"E	24.16'
L66	S74°40'59"E	56.53'
L67	N83°44'11"E	28.65'
L68	N66°06'49"E	26.58'
L69	N87°16'25"E	29.20'
L70	S84°17'22"E	24.43'
L71	S64°13'02"E	45.51'
L72	S68°28'16"E	40.69'
L73	S64°23'52"E	18.48'
L74	N88°28'21"E	26.05'
L75	S67°12'13"E	25.99'
L76	S83°09'26"E	8.07'
L77	S14°23'58"E	167.29'
L78	S63°56'59"W	26.91'
L79	N73°11'44"W	15.18'
L80	N60°25'32"W	26.31'
L81	N53°36'32"W	34.16'

LINE TABLE		
LINE	BEARING	DISTANCE
L55	N18°07'19"E	15.07'
L56	N11°05'37"W	13.54'
L57	N67°57'31"W	12.77'
L58	N78°50'09"W	46.54'
L59	N08°31'33"E	63.19'
L60	N11°24'25"W	37.82'
L61	N11°28'03"E	29.87'



EXHIBIT D



Lawyers Title Company
3480 Vine Street Suite 300
Riverside, CA 92507
Phone: (951) 774-0825
Fax: ()

San Bernardino Valley Water Conservation
District
1630 West Redlands Blvd. Suite A
Redlands, CA 92373

Attn: David B. Cosgrove

Title Officer: Barbara Northrup--So

email: TU65@LTIC.COM
Phone No.: (951) 248-0669
Fax No.:
File No.: 621650334

Your Reference No: Michigan Avenue Easement

Property Address: (Vacant Land) Highland, California

AMENDED PRELIMINARY REPORT 5-23-2023

Dated as of April 21, 2023 at 7:30 a.m.

In response to the application for a policy of title insurance referenced herein, Lawyers Title 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 herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions 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 Attachment One. 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. Limitation 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 Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

The policy(s) of title insurance to be issued hereunder will be policy(s) of **Commonwealth Land Title Insurance Company**.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Attachment One 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.

SCHEDULE A

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

EASEMENT INTEREST – CONSERVATION EASEMENT

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

A FEE

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

San Bernardino Valley Water Conservation District

The land referred to herein is situated in the County of San Bernardino, State of California, and is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT "A"

All that certain real property situated in the County of San Bernardino, State of California, described as follows:

Lots 9, 10, 11, 12, 13, 14 and 15 of Chicago Sub to Redlands, in the City of Highland, County of San Bernardino, State of California, as shown in [Book 12, Page 52](#) of Maps, including vacated portions of Opal Avenue and Cone Camp Road as shown in the Final Order in Condemnation recorded December 8, 1995 as Inst. No. 19950422436 of Official Records as described therein, and;

The West Half of the Southeast Quarter of Section Seven (7) Township One (1) South, Range Two (2) West of the San Bernardino Base and Meridian, in the City of Highland, County of San Bernardino, State of California.

[APN: 0297-071-08](#)

SCHEDULE B

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

- A. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2023-2024.
- B. There were no taxes levied for the fiscal year 2022-2023 as the property was vested in a public entity.

Tax Identification No.: 0297-071-08-0-000

- C. Any liens or other assessments, bonds, or special district liens including without limitation, Community Facility Districts, that arise by reason of any local, City, Municipal or County Project or Special District.
- D. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A; or as a result of changes in ownership or new construction occurring prior to date of policy.

- 1. Water rights, claims or title to water, whether or not disclosed by the public records.
- 2. Easement(s) in favor of the public over any existing roads lying within said Land.
- 3. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	Southern Sierras Power Company, a Corporation
Purpose:	Pole lines
Recording Date:	July 29, 1921
Recording No:	<u>Book 725, Page 101</u> of Official Records

The approximate location and extent of said easement is shown in said document.

- 4. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of:	County of San Bernardino, a political subdivision
Purpose:	Ditches, dams, concrete gate structures, water spreading and flood control works
Recording Date:	December 29, 1933
Recording No:	<u>Book 929, Page 239</u> of Official Records

The exact location and extent of said easement is not disclosed of record.

Since been deeded to the San Bernardino County Flood Control District, a body politic and corporate, by document recorded December 15, 1939 in Book 1393, Page 138 of Official Records.

5. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, genetic information, medical condition, citizenship, primary language, and immigration status, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable laws, as set forth in the document referred to in the numbered item last above shown.
6. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, genetic information, medical condition, citizenship, primary language, and immigration status, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: August 9, 1941
Recording No: [Book 1489, Page 423](#) of Official Records

7. A lease with certain terms, covenants, conditions and provisions set forth therein.

Lessor: San Bernardino Valley Water Conservation District
Lessee: C.L. Pharris Sand and Gravel, Inc., a California Corporation
Recording Date: October 26, 1979
Recording No: [Book 9801, Page 1797](#) of Official Records

The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.

We require a Termination of Lease, executed by the current Lessor/Lessee of said Lease in order to remove this Exception from our Report.

8. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other matters shown on

Map: Record of Survey
Recording Date: March 26, 1990
Recording No: [Book 82, Page 100](#) of Record of Surveys

9. Intentionally deleted (now shown in Legal Description as to condemnation)
10. Matters contained in that certain document

Entitled: Easement and License Agreement
Dated: February 6, 2008
Executed by: San Bernardino Valley Water Conservation District and San Bernardino Valley Municipal Water District and Western Municipal Water District of Riverside County
Recording Date: February 7, 2008
Recording No: [2008-0058070](#) of Official Records

Reference is hereby made to said document for full particulars.

11. The Land described herein is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the Redevelopment Plan) as disclosed by a document.

Redevelopment Agency: City of Highland for the Highland Redevelopment Project,
Amendment No. 2
Recording Date: December 30, 2008
Recording No: [2008-0571947](#) of Official Records

12. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other matters shown on

Map: Record of Survey [Map No. 09-157](#)
Recording No: [Book 145, Page 35](#)

13. Matters contained in that certain document

Entitled: Agreement to Develop and Operate Enhanced Recharge Facilities
Dated: October 1, 2012
Executed by: San Bernardino Valley Water Conservation District and San
Bernardino Valley Municipal Water District and Western Municipal
Water District of Riverside County
Recording Date: October 15, 2013
Recording No: [2013-0445782](#) of Official Records

Reference is hereby made to said document for full particulars.

14. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.
15. Matters which may be disclosed by an inspection and/or by a correct ALTA/ACSM Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.
16. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

17. Any easements not disclosed by the public records as to matters affecting title to real property, whether or not said easements are visible and apparent.
18. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other matters which a correct survey would disclose and which are not shown by the public records.

END OF SCHEDULE B EXCEPTIONS

**PLEASE REFER TO THE "NOTES AND REQUIREMENTS SECTION" WHICH FOLLOWS FOR
INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION**

REQUIREMENTS SECTION:

Req. No. 1: In order to complete this report, the Company requires a Statement of Information to be completed by the following party(s),

Party(s): All parties

The Company reserves the right to add additional items or make further requirements after review of the requested Statement of Information.

NOTE: The Statement of Information is necessary to complete the search and examination of title under this order. Any title search includes matters that are indexed by name only, and having a completed Statement of Information assists the Company in the elimination of certain matters which appear to involve the parties but in fact affect another party with the same or similar name. Be assured that the Statement of Information is essential and will be kept strictly confidential to this file.

INFORMATIONAL NOTES SECTION

- Note No. 1:** The information on the attached plat is provided for your convenience as a guide to the general location of the subject property. The accuracy of this plat is not guaranteed, nor is it a part of any policy, report or guarantee to which it may be attached.
- Note No. 2:** California insurance code section 12413.1 regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow account and available for withdrawal prior to disbursement. Funds deposited with the company by wire transfer may be disbursed upon receipt. Funds deposited with the company via cashier's check or teller's check drawn on a California based bank may be disbursed on the next business day after the day of deposit. If funds are deposited with the company by other methods, recording and/or disbursement may be delayed. All escrow and sub-escrow funds received by the company will be deposited with other escrow funds in one or more non-interest bearing escrow accounts of the company in a financial institution selected by the company. The company may receive certain direct or indirect benefits from the financial institution by reason of the deposit of such funds or the maintenance of such accounts with such financial institution, and the company shall have no obligation to account to the depositing party in any manner for the value of, or to pay to such party, any benefit received by the company. Those benefits may include, without limitation, credits allowed by such financial institution on loans to the company or its parent company and earnings on investments made with the proceeds of such loans, accounting, reporting and other services and products of such financial institution. Such benefits shall be deemed additional compensation of the company for its services in connection with the escrow or sub-escrow.
- For wiring Instructions please contact your Title Officer or Title Company Escrow officer.**
- Note No. 3:** Lawyers Title is a division of Commonwealth Land Title Insurance Company. The insurer in policies of title insurance, when issued in this transaction, will be Commonwealth Land Title Insurance Company.
- Note No. 4:** Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
- Note No. 5:** Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DDT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.
- Note No. 6:** Due to the special requirements of SB 50 (California Public Resources Code Section 8560 et seq.), any transaction that includes the conveyance of title by an agency of the United States must be approved in advance by the Company's State Counsel, Regional Counsel, or one of their designees.
- Note No. 7:** There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

Note No. 8: The Company requires current beneficiary demands prior to closing. If the demand is expired and a current demand cannot be obtained, our requirements will be as follows:

- a) If the Company accepts a verbal update on the demand, we may hold an amount equal to one monthly mortgage payment. This hold will be in addition to the verbal hold the lender may have stipulated.
- b) If the Company cannot obtain a verbal update on the demand, we will either pay off the expired demand or wait for the amended demand, at our discretion.
- c) All payoff figures are verified at closing. If the customer's last payment was made within 15 days of closing, our Payoff Department may hold one month's payment to insure the check has cleared the bank (unless a copy of the cancelled check is provided, in which case there will be no hold).

Processor: slc/Brian / BN

Date Typed: September 22, 2021/May 5, 2022 / May 22, 2023 / May 23, 2023

ATTACHMENT ONE

(Rev 11-04-22 (CA))

**CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY – 1990 (11-09-18)**

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 which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but 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; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which 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, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

1. Taxes or assessments which 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.

Proceedings by a public agency which 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 which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are 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 unless such lien is shown by the public records at Date of Policy.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART II

(Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here)]

**CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE OWNER'S POLICY (02-04-22)**

EXCLUSIONS FROM COVERAGE

The following matters are 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) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
 - b. any governmental forfeiture, police, regulatory, or national security power.
 - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.

2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the 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 the Date of Policy (Exclusion 3.d. 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 consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:

- a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

PART I

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 at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, 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 at Date of Policy.
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, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

PART II

(Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here)

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (07-01-2021)**EXCLUSIONS FROM COVERAGE**

The following matters are excluded from the coverage of this policy and We 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) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
 - b. any governmental forfeiture, police, or regulatory, or national security power.
 - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

Exclusion 1 does not modify or limit the coverage provided under Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23, or 27.

2. Any power to take the Land by condemnation. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 17.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by You;
 - b. not Known to Us, not recorded in the Public Records at the Date of Policy, but Known to You and not disclosed in writing to Us by You prior to the date You became an Insured under this policy;
 - c. resulting in no loss or damage to You;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 5, 8.f., 25, 26, 27, 28, or 32); or
 - e. resulting in loss or damage that would not have been sustained if You paid consideration sufficient to qualify You as a bona fide purchaser of the Title at the Date of Policy.
4. Lack of a right:
 - a. to any land outside the area specifically described and referred to in Item 3 of Schedule A; and
 - b. in any street, road, avenue, alley, lane, right-of-way, body of water, or waterway that abut the Land.

Exclusion 4 does not modify or limit the coverage provided under Covered Risk 11 or 21.
5. The failure of Your existing structures, or any portion of Your existing structures, to have been constructed before, on, or after the Date of Policy in accordance with applicable building codes. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 14 or 15.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transfer of the Title to You is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 30.
7. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
8. Negligence by a person or an entity exercising a right to extract or develop oil, gas, minerals, groundwater, or any other subsurface substance.
9. Any lien on Your Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 9 does not modify or limit the coverage provided under Covered Risk 8.a. or 27.

10. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

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.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$5,000.00

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)

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;

CLTA Preliminary Report Form – Modified (11-17-06)

- 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.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

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.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$5,000.00

ALTA OWNER'S POLICY (07-01-2021)

EXCLUSIONS FROM COVERAGE

The following matters are 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) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;

- iii. the subdivision of land; or
- iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.

2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the 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 the Date of Policy (Exclusion 3.d. 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 consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

NOTE: The 2021 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed as 1 through 7 below:

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 at Date of Policy but that could be (a) ascertained by an inspection of the Land or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, 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 at Date of Policy.
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, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B

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 and 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.

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:

NOTE: The 2006 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed below as 1 through 7 below:

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 at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, 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 at Date of Policy.
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, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

FNF Underwritten Title Company

CTC – Chicago Title Company
 CLTC – Commonwealth Land Title Company
 FNTC – Fidelity National Title Company of California
 FNTCCA – Fidelity National Title Company of California
 TICOR – Ticor Title Company of California
 LTC – Lawyer's Title Company
 SLTC – ServiceLink Title Company

Underwritten by FNF Underwriters

CTIC – Chicago Title Insurance Company
 CLTIC – Commonwealth Land Title Insurance Company
 FNTIC – Fidelity National Title Insurance Company
 FNTIC – Fidelity National Title Insurance Company
 CTIC – Chicago Title Insurance Company
 CLTIC – Commonwealth Land Title Insurance Company
 CTIC – Chicago Title Insurance Company

Available Discounts**DISASTER LOANS (CTIC, CLTIC, FNTIC)**

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (24) months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be fifty percent (50%) of the appropriate title insurance rate.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be forty (40%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

Wire Fraud Alert

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the phone number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective January 1, 2023

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginquiries@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

For Virginia Residents: For additional information about your Virginia privacy rights, please email privacy@fnf.com or call (888) 714-2710.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice: Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's Privacy Inquiry Website (<https://privacyportal.onetrust.com/webform/aa4c6ea2-82de-4ea3-b17d-9d1616eb2a19/ec2647c9-e34e-4730-81e2-636b1fda0269>) or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

FIDELITY NATIONAL FINANCIAL CALIFORNIA PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This California Privacy Notice explains how we collect, use, and disclose Personal Information, when and to whom we disclose such information, and the rights you, as a California resident ("Consumer"), have regarding your Personal Information ("California Privacy Rights"). "Personal Information" means information that identifies, relates to, describes, and is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household. If FNF has collected, used, or disclosed your Personal Information in relation to a job application or employment, independent contractor, officer, owner, or director relationship with FNF, FNF's practices are discussed in our Notice at Collection for Prospective Employees, available at **Prospective California Employees**. (<https://fnf.com/Prospective-California-Employees>)

Some subsidiaries maintain separate California Privacy Notices or privacy statements. If a subsidiary has a separate California Privacy Notice, it will be available on the subsidiary's website, and this California Privacy Notice does not apply.

Collection of categories of Personal Information:

In the preceding 12 months FNF has collected, and will continue to collect, the following categories of Personal Information from you:

- Identifiers such as name, address, telephone number, IP address, email address, account name, social security number, driver's license number, state identification card, passport number, financial information, date of birth, or other similar identifiers;
- Characteristics of protected classifications under California or Federal law;
- Commercial information, including records of personal property, products or services purchased, or other purchasing or consuming histories;
- Internet or other electronic network activity information including, but not limited to browsing history on FNF websites and information regarding a Consumer's interaction with an FNF website;
- Geolocation data;
- Professional or employment information;
- Education Information.

This Personal Information is collected from the following sources:

- Information we receive from you on applications or other forms;
- Information about your transactions with FNF, our affiliates, or others;
- Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities, or from internet service providers, data analytics providers, and social networks;
- Information from the use of our websites and mobile applications;
- Information we receive directly from you related to doing business with us.

This Personal Information is collected for the following business purposes:

- To provide products and services to you or in connection with a transaction involving you;
- To perform a contract between FNF and the Consumer;
- To improve our products and services;
- To comply with legal obligations;
- To protect against fraudulent or illegal activity;
- To communicate with you about FNF or our affiliates;
- To maintain an account with FNF or our affiliates;
- To provide, support, personalize, and develop our websites, products, and services;
- To directly market our products to consumers;
- As described to you when collecting your Personal Information or as otherwise set forth in the California

Disclosures of Personal Information for a business purpose:

In the preceding 12 months FNF has disclosed, and will continue to disclose, the categories of Personal Information listed above for a business purpose. We may disclose Personal Information for a business purpose to the following categories of third parties:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your prior consent;
- Businesses in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service Providers and non-affiliated third parties such as internet service providers, data analytics providers, and social networks; Law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

Sale of Personal Information:

In the preceding 12 months, FNF has not sold or shared Personal Information. FNF does not sell or share Personal Information.

Retention Periods:

Due to the breadth and variety of data collected by FNF, it is not possible for us to provide you with a comprehensive list of timeframes during which we retain each category of Personal Information. FNF retains categories of information as reasonably necessary to satisfy the purpose for which we collect the information. This time period varies depending on the purpose for which we collected the information, the nature and frequency of our interactions and relationship with you, whether we have a legal basis to continue retaining the information, industry practices, the value and sensitivity of the information, and state and federal recordkeeping requirements.

Personal Information of minors:

FNF does not knowingly collect the Personal Information of minors. FNF does not sell or share the information of consumers under 16 years of age.

Sensitive Personal Information:

FNF does not use or disclose sensitive Personal Information for any purposes other than those specified in the California Consumer Privacy Act.

Right to know:

Consumers have a right to know about Personal Information collected, used, disclosed, shared, or sold, including the categories of such Personal Information, as well as the purpose for such collection, use, disclosure, sharing, or selling, categories of third parties to whom Personal Information is disclosed, shared or sold, and the specific pieces of Personal Information collected about the consumer. Consumers have the right to request FNF disclose what Personal Information it collected, used, and disclosed in the past 12 months, or since January 1, 2022.

Right to request deletion:

Consumers have a right to request the deletion of their Personal Information, subject to certain exceptions.

Right to Correct:

Consumers have the right to correct inaccurate Personal Information.

Right to non-discrimination:

Consumers have a right not to be discriminated against because of exercising their consumer privacy rights. We will not discriminate against Consumers for exercising any of their California Privacy Rights.

Privacy Requests

To exercise any of your California Privacy Rights, or if acting an authorized agent on behalf of another individual, please visit [California Privacy Request](https://privacyportal.onetrust.com/webform/aa4c6ea2-82de-4ea3-b17d-), (<https://privacyportal.onetrust.com/webform/aa4c6ea2-82de-4ea3-b17d->

9d1616eb2a19/aa627f3c-451e-4ad3-aad8-8314b2c83f3e) call us Toll Free at 888-413-1748, or write to the address at the end of this notice.

Upon making a California Privacy Request, FNF will verify the consumer's identity by requiring an account, loan, escrow number, or other identifying information from the consumer.

The above-rights are subject to any applicable rights and obligations including both Federal and California exemptions rendering FNF, or Personal Information collected by FNF, exempt from certain CCPA requirements.

A Consumer may use an Authorized Agent to submit any CCPA request. Authorized agents' requests will be processed like any other CCPA request, but FNF will also require the Consumer provide the agent written permission to make the request and verify his or her identity with FNF.

FNF website services for mortgage loans:

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice describing the categories, sources, and uses of your Personal Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Information. FNF does not share Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

California Privacy Notice – Effective Date:

This California Privacy Notice was last updated on January 1, 2023.

Contact for more information:

For questions or concerns about FNF's California Privacy Notice and privacy practices, or to exercise any of your California Privacy Rights, please visit California Privacy (<https://fnf.com/californiaprivacy>) call Toll Free 888-413-1748, or contact us by mail at the below address.

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

Copyright © 2023.
Financial, Inc. All Rights Reserved.

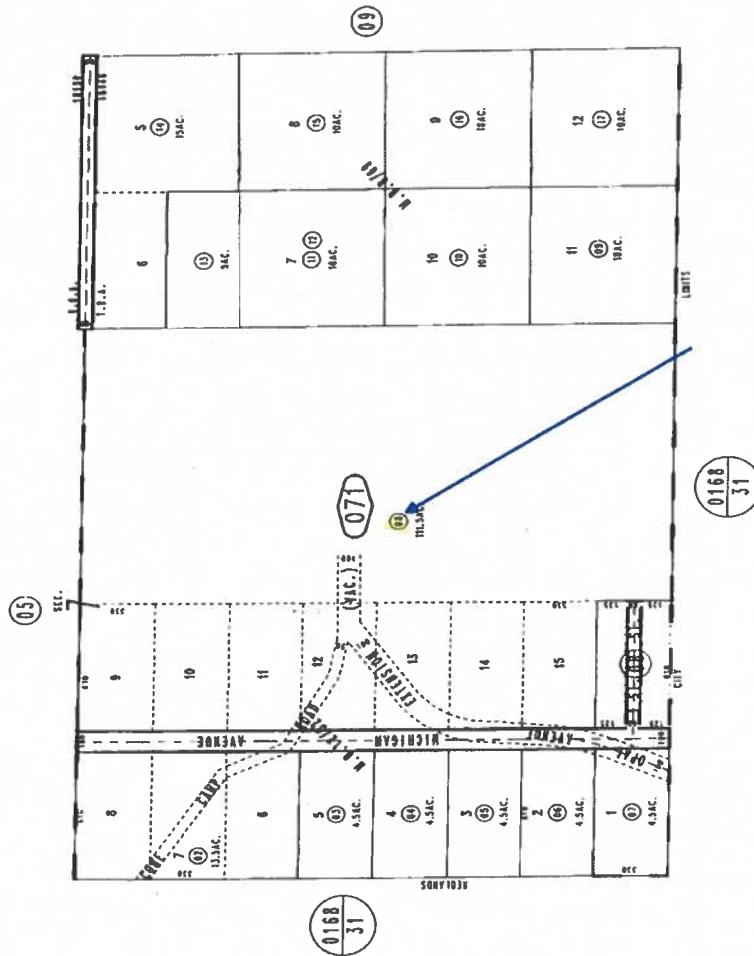
Fidelity National

0297-07

City of Highland
Tax Rate Area
18146,18150

S.1/2 Sec.7, T.1S.,R.2W., S.B.B.&M.

THIS MAP IS FOR THE PURPOSES
OF AS VALUATION ONLY.



REVISED

Assessor's Map
Book 0297 Page 07
San Bernardino County

Chicago Sub. To Redlands, W 3 12/52
Plat. Ver Barea Tract W E B/69

October 2003

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

Order: 621650334

Page 1 of 1

Requested By: Ivonne Murillo Printed: 9/21/2021 11:00 AM

Doc: 297-7 MAP ASSESSOR



MEMORANDUM

No. 2137

To: Board of Directors

From: Betsy Miller, General Manager

Date: September 10, 2025

Subject: California Special Districts Association 2026 Committee and Expert Feedback Team Nominations

RECOMMENDATION

Direct staff to submit interest forms for Director service on California Special Districts Association committees and/or Expert Feedback Teams for 2026, if desired.

BACKGROUND AND DISCUSSION

The California Special Districts Association (CSDA) is a 501c (6), not-for-profit association that was formed in 1969 to promote good governance and improved core local services through professional development, advocacy, and other services for all types of independent special districts. The District has been a member of CSDA since December 22, 2008, primarily utilizing CSDA for training, conferences, and legislative support. CSDA invites Directors from member agencies to serve on their committees and Expert Feedback Teams dedicated to issues that concern special districts in California.

CSDA Committees

CSDA Committees meet at least twice annually, with minimum mandatory attendance by committee members at one of the two annual meetings, which are typically held in Sacramento. Additionally, the CSDA Legislative Committee requires member attendance at CSDA Special District Legislative Days and the Annual Conference in addition to the committee meetings.

The Committees are:

- Audit Committee
- Elections & Bylaws Committee
- Fiscal Committee
- Legislative Committee
- Membership Services Committee
- Professional Development Committee

BOARD OF DIRECTORS

Division 1
Richard Corneille

Division 2
Mark E. Falcone

Division 3
Robert Stewart

Division 4
John Longville

Division 5
Melody McDonald

GENERAL MANAGER

Betsy Miller

Director Longville currently serves on the Elections & Bylaws Committee.

Expert Feedback Teams

Expert Feedback Teams, who are selected based on their experience in the issue areas, provide input to CSDA advocacy staff on specific areas of public policy facing special districts. Expert Feedback Team members generally participate through email and phone conversations and are not required to travel.

The Teams are:

- Environment & Disaster Preparedness
- Governance
- Public Works, Facilities, and State Infrastructure Investment & Partnership
- Human Resources and Personnel
- Local Revenue
- Legal

The District has been a member of CSDA since December 22, 2008, and we primarily utilize CSDA for training, conferences, and legislative support. District Board members do not currently serve on a CSDA committees or Expert Feedback Team.

The deadline for submission of the interest form is October 3, 2025.

FISCAL IMPACT

Approval of the recommended action would result in an expenditure of approximately \$2,478 from GL 6401 Director's Fees, GL 6415 Airfare, and GL 6425 Meals, for costs associated with the Director service to CSDA committees. This cost estimate includes up to three in-person meetings in Sacramento, including \$291 for per diem, \$135 for one day of food reimbursement, and \$400 for refundable Business Select tickets from Ontario to Sacramento, for an estimated average trip cost of \$826. This cost does not include overnight stays, if needed. Costs would be lower if 1-2 committee meetings are held virtually.

There is no cost to the District for Director service on Expert Feedback Teams.

POTENTIAL MOTIONS

1. Direct staff to submit interest forms for Director service on CSDA committees and/or Expert Feedback Teams for 2026.
2. Take no action.

ATTACHMENTS

Information on CSDA Committee and Expert Feedback Teams

Information on CSDA Committees and Expert Feedback Teams

CSDA relies on the participation of our members in order to guide the association. Committee involvement is crucial to the success of activities and the development of CSDA policies.

Legislative Committee	Develops CSDA's legislative agenda; reviews, directs, and assists with legislative/public policy issues. Each legislative committee member will be assigned to one or two working groups, including environment, formation and reorganization, governance, human resources and personnel, public works and facilities, and revenue. <u>Commitment:</u> Meets six to seven times annually. Committee members must additionally attend CSDA's Special Districts Legislative Days in Sacramento, CA and Annual Conference, and are also invited to the legislative planning session.
Professional Development Committee	Plans, organizes, and directs the professional development and events for CSDA. <u>Commitment:</u> Meets at least twice annually.
Member Services Committee	Responsible for recruitment of new members, member retention, development of new member benefits and review of current programs. <u>Commitment:</u> Meets at least twice annually.
Audit Committee	Responsible for maintaining and updating internal controls. Provides guidance to auditors regarding possible audit and fraud risks. <u>Commitment:</u> May meet with auditors prior to the commencement of the audit, when audit is completed, and possibly one meeting during the auditing process. Financial experience preferred.
Elections & Bylaws Committee	Conducts annual elections and occasionally reviews bylaws upon request of the CSDA Board, members, or as needed. <u>Commitment:</u> Minimum of one meeting annually.
Fiscal Committee	Oversees the financial direction of the organization including budget review and implementation. <u>Commitment:</u> Meets at least three times annually. Financial experience preferred.

Expert Feedback Teams provide input to CSDA advocacy staff on public policy issues facing special districts, including Environment & Disaster Preparedness; Governance; Public Works, Facilities, and State Infrastructure Investment & Partnership; Human Resources; Local Revenue, and Legal. Expert Feedback Teams generally respond to questions via email rather than online or in-person meetings.



MEMORANDUM

No. 2138

To: Board of Directors
From: Betsy Miller, General Manager
Date: September 10, 2025
Subject: Association of San Bernardino County Special District's 2026 Dinner Meeting

RECOMMENDATION

Select primary and secondary dates to host the Association of San Bernardino County Special District's dinner in 2026, if desired.

BACKGROUND AND DISCUSSION

The Association of San Bernardino County Special District's (ASBCSD) has extended a request for hosts for the 2026 monthly dinner series. Staff seeks Board direction on whether the District would like to host in 2026. The District previously hosted the ASBCSD dinner on June 20, 2022, and July 21, 2025. Available 2026 dates include February 23, April 20, and May 18. If the Board seeks to host, the selected date will be included on the draft 2026 Board Calendar.

FISCAL IMPACT

Approval of the recommended action would result in an expenditure of up to \$2,950 from GL 6007, Inter-district Costs. Costs were estimated based on expenses from the July 2025 dinner hosted by the District and include staff time to support the event, per diem for Board members in attendance, portions of the dinner costs not reimbursed by ASBCSD, and costs for centerpieces, Board member and staff dinners, and raffle items to support the ASBCSD scholarship fund.

POTENTIAL MOTIONS

1. Select primary and secondary dates to host the Association of San Bernardino County Special District's dinner in 2026.
2. Direct staff to not host the ASBCSD dinner in 2026.

ATTACHMENTS

None.

BOARD OF DIRECTORS

Division 1
Richard Corneille

Division 2
Mark E. Falcone

Division 3
Robert Stewart

Division 4
John Longville

Division 5
Melody McDonald

GENERAL MANAGER

Betsy Miller

Environmental Update for August 2025

Wash Plan Implementation – Monitoring Activities

- California Gnatcatcher Monitoring
 - On August 25, District consultants completed the last day of monitoring California gnatcatcher territories and nesting activities within the Wash Plan Preserve and at the Mill Creek Facilities for the 2025 field season

Wash Plan Implementation – Management Activities

- BLM Fuels Management Grant Project
 - On August 21, District staff visited areas of the Wash Plan Preserve managed as part of the BLM Fuel Management Project to measure conditions resulting from the management activities and identify new opportunities for the expanded enhancement of habitat supporting species covered under the Wash Plan HCP

Wash Plan Implementation – Organizational Structure, Planning, and Reporting

- On August 6 and 8, District staff met with a representative from the Wildlife Conservation Board to discuss grant opportunities for funding expansion of the Plunge Creek Conservation Project and BLM Fuel Management Project
- On August 15 and 19, District staff participated in meetings with USGS, the San Diego Zoo, partner agencies, and environmental consultants to discuss the protocol for SBKR to be used for this fall's SBKR Regional Monitoring Program, including collecting material for use in DNA analyses and diet research

Wash Plan Programmatic Permits

- On August 8 and 26, District staff received notice from CDFW and USFWS, respectively, that both agencies had approved the plan for translocation of SBKR required by the Wash Plan and 2081 ITP for new mining activities to be implemented by Robertson's Ready Mix

Community Mitigation Program

- On August 8, District staff received notice of approval from CDFW on finalization of the Longterm Management Plan, Property Analysis Record, and Conservation Easement tied to the 4.2-acre Habitat Management (HM) Lands owned by the District and required by the state as compensatory mitigation for the San Bernardino County Transportation Authority (SBCTA) SR-210 Mixed Flow Lane Addition Project

Partnership Activities & Training

- On August 12, Manuel Colunga and Milan Mitrovich met with the Fire Marshal from the Redlands Fire Department to discuss opportunities for the District to support the Department's Community Wildfire Protection Plan in the Santa Ana River Wash and along Highway 38
- On August 19, Alan Salcedo and Yesenia Yangin presented to District staff results of their research on options for the management of algae in the District's groundwater recharge basins.



Engineering Update for August 2025

Mentone Shop Construction Progress

- Approval was received for the potable water hook-up
- The interior of the Mentone Shop is now complete with the exception of the shower tile

Program for the Expansion of Recharge Capacity (PERC)

- Drafts of Feasibility Study Volumes 1 (Summary, Background, and Project Comparisons) and Volume 4 (Mill Creek) have been provided for District staff review

District Office Expansion

- On August 27, the District entered into an agreement with Higginson Architects, Inc. to prepare drawings and support permitting for the office expansion project

Basin Cleaning

- Basins 20, 21, 22, and 24 at SAR

General Manager's Report



**San Bernardino Valley
Water Conservation District**

Helping Nature Store Our Water

September 2025

Betsy Miller, General Manager

To implement the 2025 Board Priorities and critical District operating functions, significant staff and consultant resources were allocated to recruitment, basin cleaning, preparation of the FY26 audit, PERC Feasibility Study Volumes 1 and 4, and Mentone Shop construction.

AUGUST 2025 HIGHLIGHTS

- District newsletter passed 1000 subscribers
- PERC Feasibility Study sections for the overall project summary and Mill Creek were drafted and forwarded to District staff for review
- District entered into an agreement with an architect for the Redlands Plaza office expansion
- Senior and Principal Engineer interviews were held on August 5, 6, 20, and 26
- The new Field Operations Specialist I began on August 25

💧 Water Conservation Update 💧

Santa Ana River and Mill Creek received limited flows from snowmelt. District recharge for WY25 is 37,913 AF to date, including 15,230 of SWP water.

AUGUST 2025 RECHARGE SUMMARY

Mill Creek	Santa Ana River	Plunge Creek
20 AF (0 AF SWP)	630 AF (including 0 AF SWP)	0 AF

Administrative Updates

TOPIC	PERSONNEL	GOAL #	1
Recruitments • Second interviews for the Field Specialist I role were held on August 1 and 4 • Christian Collier began as the District's new Field Operations Specialist I on August 25 • Interviews for the Senior and Principal Engineering roles were held on August 5-6, with second interviews held on August 20 and 26			
Anniversaries • Alan Salcedo will reach one year of service on September 13			

Yesenia Yangin will reach one year of service on September 13			
TOPIC	FINANCE	GOAL #	1
Finance staff focused on fiscal year closeout and audit prep			
TOPIC	WEBSITE UPDATE	GOAL #	4, 5
Website structure and first draft of the homepage were presented to the Finance & Administration Committee on August 20			
TOPIC	PROPERTY	GOAL #	1
- On August 12, District staff met with the Redlands Fire Marshal to discuss opportunities for the District to support the Department's Community Wildfire Protection Plan in the Santa Ana River Wash - On August 27, the District entered into an agreement with Higginson Architects, Inc. to prepare drawings and support permitting for the office expansion project - The Redlands Plaza backflow system failed a routine City maintenance check; staff have coordinated with various plumbing companies to explore fixes, but unfortunately a full replacement to bring the system up to code – including moving it above ground – is needed; additional quotes are being obtained, however initial quotes are >\$75,000			

Project and Program Updates

PROJECT	PROGRAM FOR EXPANSION OF RECHARGE CAPACITY (PERC)	GOAL #	1, 2, 4
- Oak and Plunge Creek: Feasibility Study section (Volume 3) for these sites was presented to the PERC Policy Committee on August 12 - Waterman, Twin, and Lynwood: Feasibility Study section (Volume 2) for these sites was presented to the PERC Policy Committee on August 12 - Drafts of Feasibility Study Volumes 1 (Summary, Background, and Project Comparisons) and Volume 4 (Mill Creek) have been provided for District staff review			
PROJECT	MENTONE SHOP CONSTRUCTION	GOAL #	2
- Approval was received for the potable water hook-up - The interior of the Mentone Shop is now complete with the exception of the shower tile			
PROJECT	GRANTS	GOAL #	6
None			
PROJECT	FORECAST-INFORMED RESERVOIR OPERATIONS	GOAL #	1

None			
PROJECT	PLUNGE CREEK CONSERVATION	GOAL #	1, 4
Total project recharge is 565 AF for the 2025 Water Year to date			
PROJECT	WASH PLAN HCP	GOAL #	4
- On August 8, CDFW approved the Longterm Management Plan, Property Analysis Record, and Conservation Easement for the 4.2-acre Habitat Management Lands owned by the District which will be used as mitigation for the San Bernardino County Transportation Authority SR-210 Mixed Flow Lane Addition Project under an inter-agency agreement - On August 25, District consultants completed the last day of Wash Plan-required California gnatcatcher monitoring for 2025 <u>Santa Ana River Wash Plan Land Exchange Act Implementation</u> - District staff are working with District lessees to update agreements to remove title issues as directed by BLM - District staff worked with BLM to address an inconsistency in the legal descriptions			
PROJECT	WATERWISE DEMONSTRATION GARDEN	GOAL #	4, 5
District and Museum staff met with the landscape designer for the waterwise garden on August 6			
PROJECT	WILDLANDS TRAILS	GOAL #	3
None			

Operations & Maintenance Updates

TOPIC	FACILITIES	GOAL #	1
- SAR Basins 20-22 and 24 have been cleaned by District staff with rented equipment - A survey to update our 2018 mapping of stockpiles at Mill Creek was completed, revealing that 8.22 acres of stockpiles were removed from 2018-2025			
TOPIC	AGGREGATE MANAGEMENT	GOAL #	1
Upland Rock continues processing and selling stockpiled sand and rock from District basin maintenance efforts to support efficient recharge operations			

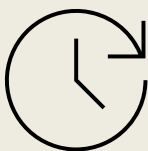
Partnership Updates

TOPIC	CONSERVATION TRUST	GOAL #	4
None			
TOPIC	MINING	GOAL #	N/A
CEMEX continues to mine the Plant Site quarry under their lease with the District			

Communication & Engagement Updates

TOPIC	EDUCATION AND PRESENTATIONS	GOAL #	5
None			
TOPIC	CONFERENCES AND TRAININGS	GOAL #	5
- On August 4, District Staff attended Say It in 7 Seconds: Lessons from Smart Brevity on optimizing email communication - On August 5-7, Ms. Frey and Ms. Olmos attended the Annual FIRO Training and Workshop in San Diego - On August 25-28, Director Longville and Director Falcone attended the California Special District Association 2025 Annual Conference			
TOPIC	MEDIA AND LEGISLATIVE ENGAGEMENT	GOAL #	5
- On August 20, ACWA sent a letter, to which the District was a signatory, to President pro Tempore McGuire, Speaker Rivas, Budget Chairs Wiener and Gabriel, and Subcommittee Chairs Allen and Bennett, requesting that Proposition 4 funds related to water infrastructure be included in the upcoming budget - In August, the District's newsletter passed 1,000 subscribers, up from 300 in April			

FUTURE ACTIVITIES



Expected short-term items for Board consideration:

- Agreement to replace backflow system at Redlands Plaza
- Materials processing license
- Draft website review with Outreach Committee

Photo Gallery



One of two bald eagles seen in the Borrow Pit



Anna Frey, Assistant Biologist, learning to handle heteromyids under the supervision of staff from the San Diego Zoo



Rented loader used to clean SAR basins 20-22 and 24



Mother bear and three cubs in the Borrow Pit



August 20, 2025

President pro Tempore Mike McGuire
California State Senate
1021 O Street, Suite 8518
Sacramento, CA 95814

Honorable Scott Wiener
California State Senate
1021 O Street, Suite 8630
Sacramento, CA 95814

Honorable Benjamin Allen
California State Senate
1021 O Street, Suite 6610
Sacramento, CA 95814

Speaker Robert Rivas
California State Assembly
1021 O Street, Suite 8330
Sacramento, CA 95814

Honorable Jesse Gabriel
California State Assembly
1021 O Street, Suite 8230
Sacramento, CA 95814

Honorable Steve Bennett
California State Assembly
1021 O Street, Suite 4710
Sacramento, CA 95814

RE: Proposition 4 Implementation – Take Action Now

Dear President pro Tempore McGuire, Speaker Rivas, Budget Chairs Wiener and Gabriel, and Subcommittee Chairs Allen and Bennett:

On behalf of the undersigned organizations, we are writing to highlight the **urgent need to implement a spending plan for Proposition 4 this year. Expeditiously allocating this funding will honor the will of the voters and save California from significant future costs due to the impacts of climate change.**

We recognize and thank the Legislature for its leadership in putting forward a climate bond to voters. California's changing climate creates increased risks of drought, floods, intense rain events, and sea level rise that will present unique challenges to public water agencies and their ability to reliably provide critical services to California's farms and cities. The State is currently underprepared to manage a water system with a decreasing snowpack, less frequent precipitation, and increasing weather extremes. Adapting to climate change will require California to urgently and significantly rehabilitate and modify existing water facilities, improve operational flexibility, and make generational investments in new water infrastructure.

The voters overwhelmingly supported the Legislature's proposed \$10 Billion bond as Proposition 4 last year, with nearly 60 percent of the vote in favor. The public has approved the spending, and the Legislature should act to support the will of the voters.

In nearly every category related to water, there are shovel-ready projects ready to move forward when funding is available. By delaying implementation of this funding, these vital climate adaptation projects will also be further delayed. Further, as part of the June budget, key funding for dam safety (\$47 million) and recycled water (\$51 million) that was previously committed from the General Fund was reverted with proposed "backfill" of these categories from Proposition 4 dollars. Below are just a few examples of the kinds of projects that will be delayed if the Legislature fails to implement a spending plan this year.

Dam Safety

The true need for funding related to dam safety is unknown, but the Department of Water Resources (DWR) has conducted an analysis for just a small subset of the 1,240 jurisdictional-sized dams that fall under the Division of the Safety of Dams. For 76 of the 88 less-than-satisfactory dams with high or extremely high downstream hazard classification, repair costs are estimated to exceed \$2 billion.

The Department of Water Resources (DWR) released its first-ever solicitation for proposals for grant funding for the Dam Safety and Climate Resilience Local Assistance Program in September 2024. In response to this initial solicitation for only \$47 million in general fund dollars, DWR received responses for \$369 million in grants to help support 72 dam safety projects. The total cost of completing these grant-seeking projects is \$1.04 billion. Due to the reversion of this funding in June, however, that solicitation went unfulfilled.

More broadly, we note that just a few examples from the dam safety coalition agencies (including Valley Water, Yuba Water Agency, Sacramento Area Flood Control Agency, United Water, and several others) have project costs totaling more than \$3.4 billion. Clearly, the statewide need is both pressing and in the multiple billions of dollars.

Recycled Water

Between FY 2021-22 and FY 2024-25 the State Water Resources Control Board has been allocated \$380.5 million for competitive grants for recycled water projects. Despite having projects lined up and ready to go, close to 80 percent of that funding has been reverted.

The State Water Resources Control Board approved a spending plan for the Recycled Water Funding Program as part of the Clean Water State Revolving Fund Intended Use Plan on August 6, 2025. This plan, using an existing, tested, and respected funding program, funds the following projects:

- Coachella Valley Water District: Phase 1 NPW Improvements Project and Nonpotable Water Pipeline Project
- City of Pismo Beach: Central Coast Blue: Phase 1
- City of Los Angeles: Advanced Water Purification Facility
- Las Virgenes-Triunfo Joint Powers Authority: Pure Water Las Virgenes-Triunfo
- Eastern Municipal Water District: Advanced Water Purification Facility and Conveyance Pipeline
- City of San Buenaventura: Groundwater Recharge
- City of Riverbank: Riverbank Regional Recycled Water Project
- McKinleyville Community Services District: Wastewater Recycling Expansion Project
- Sacramento Regional County Sanitation District: Harvest Water
- City of San Clemente: Recycled Water Quality Improvement Project
- Irvine Ranch Water District: Syphon Reservoir Project
- Carpinteria Valley Water District: Carpinteria Advanced Purification Project
- West Bay Sanitary District: Advanced Water Purification System
- San Francisco Public Utilities Commission: New Treasure Island Wastewater Treatment Plant

These projects will not receive funding if a Proposition 4 spending plan is not passed by the Legislature.

Groundwater

The funding for groundwater storage, banking, recharge, and instream flow is highly valued by the water community. In response to the Sustainable Groundwater Management Act (SGMA), local agencies have proposed more than 340 new recharge projects that, if built, could result in as much as 2.2 million acre-feet of additional stored water in a single wet year by 2030. Without Proposition 4 dollars, many of these projects will be delayed.

Flood Risk Reduction

The funding for flood risk reduction projects is critical to public health and safety and the economic stability of California. Flood protection is necessary to protect important water infrastructure as well as the communities they support. The Central Valley Flood Protection Plan (Plan) 2022 Update Funding Essentials projected a \$3.2 billion need over the next five years to achieve the goals of the Plan. Without Proposition 4 funding, the lack of the State's contribution towards that need will result in projects not being constructed.

Conveyance

New regional water conveyance systems and repairs to existing facilities will be essential to create a more resilient water infrastructure system. For example, Friant Water Authority, San Luis Delta-Mendota Water Authority, and the State Water Contractors have a list of arterial conveyance projects that could begin the request for proposal for construction by July 2026 whose project costs total over \$1.4 billion. These proposed projects are only a small fraction of what is needed as many local and regional conveyance upgrades and repairs are needed throughout the State to create access to new water sources, repair canals impacted by subsidence, or provide emergency backup conveyance.

To reiterate, these are only a few examples as there are significant and critical projects ready to be implemented once the funding is available in all the water-related categories.

Finally, given the urgent need for action, the undersigned organizations strongly urge the Legislature to adopt the Administration's proposed exemption from the Administrative Procedures Act for funding guidelines for programs related to Proposition 4. Public agencies have historically participated in the public processes State agencies use to establish funding guidelines for programs, and we believe that this exemption is appropriate and necessary to ensure faster disbursement of the funds. State agencies provide opportunities for robust public participation and input as they develop these guidelines.

The need is urgent, and this bond funding is a critical tool for local public agencies to implement these crucial climate projects. The undersigned organizations urge the Legislature to prioritize implementation of a spending plan for the Climate Bond this year in support of the will of the voters. If you have any questions, please contact Julia Hall at JuliaH@acwa.com.

Sincerely,

Julia Bishop Hall
State Legislative Director
Association of California Water Agencies

Spencer Saks
Legislative & Regulatory Advocate
California Association of Sanitation Agencies

Brenley McKenna
Managing Director
WaterReuse CA

Aaron Avery
Director of State Legislative Affairs
California Special Districts Association

Kam Bezdek
Legislative Affairs Director
Northern California Water Association

Melissa Sparks-Kranz
Legislative Advocate
League of California Cities

Austin Ewell
Executive Director
Water Blueprint for the San Joaquin Valley
Advocacy Fund

Adam Borchard
Executive Director
California Central Valley Flood Control Association

Andrea Abergel
Director of Water
California Municipal Utilities Association

Jan R. Lee
General Manager
Dublin San Ramon Services District

John Bosler
General Manager/CEO
Cucamonga Valley Water District

Adam Larsen
General Manager
San Juan Water District

Betsy Miller
General Manager
San Bernardino Valley Water Conservation
District

Valerie Pryor
General Manager
Zone 7 Water Agency

Justin Hopkins
General Manager
Stockton East Water District

Heidi R. Luckenbach, P.E.
Water Director
City of Santa Cruz Water Department

Patrick McGowan
General Manager
Panoche Water District

Shivaji Deshmukh, P.E.
General Manager
Inland Empire Utilities Agency

Matthew Hurley
General Manager
McMullin Area Groundwater Sustainability
Agency

Vince Lucchesi
General Manager
Patterson Irrigation District

Tom Love
General Manager
Upper San Gabriel Valley Municipal Water District

Dennis D. LaMoreaux
General Manager
Palmdale Water District

Manny Amorelli
General Manager
Reclamation District No. 1606

Matt Stone
General Manager
Santa Clarita Valley Water Agency

Dan York
General Manager
Sacramento Suburban Water District

Keith Van Der Maaten
General Manager
Laguna Beach County Water District

Manny Amorelli
General Manager
James Irrigation District

Anja Raudabaugh
Chief Executive Officer
Western United Dairies

Paul E. Shoenberger, P.E.
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Mesa Water District

Patrick Meagher
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John Kennedy
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Orange County Water District

James Lee
General Manager
Crescenta Valley Water District

Mary Rogren
General Manager
Coastside County Water District

John Thiel
General Manager
West Valley Water District

Esther M. Saenz
General Manager
Desert Water Agency

Deanna Jackson
Executive Director
Tri-County Water Authority

Greg Thomas
General Manager
Elsinore Valley Municipal Water District

Anthony Williams
General Manager
North Marin Water District

Paul A. Cook
General Manager
Irvine Ranch Water District

Pat Kaspari
General Manager
McKinleyville Community Services District

Ted Trimble
General Manager
Western Canal Water District

Sean Barclay
General Manager
Tahoe City Public Utility District

Joshua Golka
Head of State Government Relations
Valley Water

Craig D. Miller, P.E.
General Manager
Western Municipal Water District

Kyle Swanson
CEO/General Manager
Padre Dam Municipal Water District

Jennifer A. Spindler
General Manager
Crestline-Lake Arrowhead Water Agency

William R. Stretch
General Manager
Fresno Irrigation District

Matthew Litchfield
General Manager
Three Valleys Municipal Water District

Kassy D. Chauhan
Executive Officer
North Kings Groundwater Sustainability Agency

James Derbin
General Manager
Castroville Community Services District

Jamie Asbury
General Manager
Imperial Irrigation District

Kristine McCaffrey, P.E.
General Manager
Calleguas Municipal Water District

Jeremy Wolf
Legislative Program Manger
Las Virgenes Municipal Water District

Melanie Mow Schumacher
General Manager
Soquel Creek Water District

Elizabeth Salomone
General Manager
Mendocino County Russian River Flood Control &
Water Conservation Improvement

J. M. Barrett
General Manager
Coachella Valley Water District

Joe Matthews
General Manager
La Habra Heights County Water District

J. Scott Petersen, P.E.
Water Policy Director
San Luis & Delta-Mendota Water Authority

CC: Members of the Senate Budget and Fiscal Review Subcommittee No. 2
Members of the Assembly Budget Subcommittee No. 4
Brady Borcharding, Deputy Legislative Secretary, Office of the Governor
Bianca Sievers, Deputy Cabinet Secretary/Senior Advisor for Water