

**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
SAN DIEGO REGION**

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Clean Water Act Section 401 Water Quality Certification
and Waste Discharge Requirements
for Discharge of Dredged and/or Fill Materials

**PROJECT: French Valley South Tentative Tract 30837 Project
Certification Number R9-2014-0088
WDID: 9000002739**

Reg. Meas. ID: 397438
Place ID: 807879
Party ID: 547760
Person ID: 547761

**APPLICANT: FVS Partners, LLC
4100 Newport Place, Suite 400
Newport Beach, CA 92660**

ACTION:

<input type="checkbox"/> Order for Low Impact Certification	<input type="checkbox"/> Order for Denial of Certification
<input checked="" type="checkbox"/> Order for Technically-conditioned Certification	<input type="checkbox"/> Waiver of Waste Discharge Requirements
<input checked="" type="checkbox"/> Enrollment in SWRCB GWDR Order No. 2003-017-DWQ	<input type="checkbox"/> Enrollment in Isolated Waters Order No. 2004-004-DWQ

PROJECT DESCRIPTION

An application dated July 22, 2014, was submitted by FVS Partners, LLC (hereinafter Applicant), for Water Quality Certification pursuant to section 401 of the Clean Water Act (33 U.S.C. § 1341) for the proposed French Valley South Tentative Tract 30837 Project (Project). The California Regional Water Quality Control Board, San Diego Region (San Diego Water Board) deemed the application to be complete on August 10, 2015. The Applicant proposes to discharge dredged or fill material to waters of the United States and/or State associated with construction activity at the Project site. The Applicant has also applied for a Clean Water Act section 404 permit from the United States Army Corps of Engineers for the Project (USACE File No. SPL-2014-00594-PJB).

The Project is located within unincorporated community of French Valley in southwestern Riverside County, California, bounded by Jean Nicholas Road to the north, Yates Road to the south, Washington Street to the west, and the California Aqueduct to the east. The Project center reading is located at latitude -117.0783 and longitude 33.6085. The Applicant has paid all required fees for this Certification in the amount of \$2,066.00. On an annual basis, the Applicant shall also pay all active discharge fees and post discharge monitoring fees, as appropriate¹. On July 23, 2014, the San Diego Water Board provided public notice of the

¹ The Applicant shall pay an annual active discharge fee each fiscal year or portion of a fiscal year during which discharges occur until the regional board or the State Board issues a Notice of Completion of Discharges Letter to the discharger. Dischargers shall pay an annual post-discharge monitoring fee each fiscal year or portion of a fiscal year commencing with the first fiscal year following the fiscal year in which the regional board or State Board issued a Notice of Completion of Discharges
(footnote continued on next page)

Project application pursuant to California Code of Regulations, title 23, section 3858 by posting information describing the Project on the San Diego Water Board's web site and providing a period of twenty-one days for public review and comment. No comments were received.

The Applicant proposes to subdivide 98.13 acres into a three-phased development consisting of 312 residential lots and a 6.3-acre park on Assessor's Parcel Number (APN) 476-020-005. A regional trail will run along Washington Street. A detention basin will be constructed on 7.9 acres in the southwest corner of an adjacent 55.14-acre parcel (APN 472-200-002), on the opposite side of the San Diego Canal (Metropolitan Water District Aqueduct). In addition, an off-site 60-inch Reinforced Concrete Pipe (RCP) storm drain will be installed to convey storm water to the Benton Channel located approximately 0.5-mile south of the Project site. The new storm drain pipeline will be installed within upland areas outside of waters of the United States. An existing outfall will be replaced in place with a new concrete headwall; new concrete wing wall to accommodate the new larger 60-inch RCP; and replacement of an existing rip rap energy dissipater.

The Project will convert approximately 47.96 acres of pervious ground cover to impervious surfaces. Runoff leaving the developed Project area would be significantly greater in volume, velocity, peak flow rate, and duration than pre-development runoff from the same area without mitigation. Post-construction best management practices (BMPs) to manage and control the effects of these runoff increases will consist of 18 bioretention basins and a large detention basin. These BMPs will be designed, constructed, and maintained to meet Riverside County's Low Impact Development (LID) Capture Volume and hydromodification treatment requirements.

The Project application includes a description of the design objective, operation, and degree of treatment expected to be attained from equipment, facilities, or activities (including construction and post-construction BMPs) to treat waste and reduce runoff or other effluents which may be discharged. Compliance with the Certification conditions will help ensure that construction and post-construction discharges from the Project will not cause on-site or off-site downstream erosion, damage to downstream properties, or otherwise damage stream habitats in violation of water quality standards in the *Water Quality Control Plan for the San Diego Basin (9)* (Basin Plan).

Project construction will permanently impact 0.01 acre (118 linear feet) of tributary to Warm Springs Creek, an unvegetated ephemeral streambed waters of the United States and/or State. The Applicant reports that the Project purpose cannot be practically accomplished in a manner which would avoid or result in less adverse impacts to aquatic resources considering all potential practicable alternatives, such as the potential for alternate available locations, designs, reductions in size, configuration or density.

(footnote continued from previous page)

Letter to the discharger, but continued water quality monitoring or compensatory mitigation monitoring is required. Dischargers shall pay the annual post-discharge monitoring fee each fiscal year until the regional board or the State Board issues a Notice of Project Complete Letter to the discharger. Additional information regarding fees can be found electronically at the following location: http://www.waterboards.ca.gov/water_issues/programs/cwa401/docs/dredgefillcalculator.xlsx

The Applicant reports that compensatory mitigation for the permanent loss of 0.01 acre (118 linear feet) of jurisdictional waters will be achieved through the purchase of: 0.01-acre of re-established river credits from the San Luis Rey Mitigation Bank; 1.0-acre of preservation credits from the Barry Jones Mitigation Bank; and 0.2-acre of enhancement credits for *Arundo donax* removal from the Santa Margarita Watershed In-lieu Fee Program. Project activities were previously authorized under Water Quality Certification No. 04C-069. The authorized impacts to 0.21-acre of waters of the United States and/or State never occurred, however, the previous applicant did fulfill the required compensatory mitigation obligations. For this Certification, the proposed impacts have been reduced and an additional 0.01-acre of re-establishment mitigation credits are required to comply with no-net-loss in addition to the mitigation credits previously purchased. Mitigation purchased from the San Luis Rey Mitigation Bank is required to be protected and maintained in perpetuity by Wildlands according to the conditions of Water Quality Certification No. R9-2013-0050. By purchasing credits: the Performance Standards; Mitigation Site Design; Long Term Management, Maintenance, and Monitoring; and Mitigation Site Preservation Mechanism for the Project will be implemented by Wildlands through San Luis Rey Mitigation Bank according to the conditions of Water Quality Certification No. R9-2013-0050. All waters of the United States and/or State receiving temporary discharges of fill material will be restored upon removal of the fill. Mitigation for discharges of fill material to waters of the United States and/or State will be completed by the Applicant through the purchase of: re-established river credits from the San Luis Rey Mitigation Bank (Mission HSA 903.11); vernal pool wetland preservation credits from the Barry Jones Mitigation Bank (Gertrudis HSA 902.42); and enhancement credits from the Santa Margarita Watershed In-lieu Fee Program (Santa Margarita HU 902.00) at a minimum compensation ratio of 121:1 (area mitigated:area impacted).

Additional Project details are provided in Attachments 1 through 4 of this Certification.

TABLE OF CONTENTS

I.	STANDARD CONDITIONS.....	5
II.	GENERAL CONDITIONS	5
III.	CONSTRUCTION BEST MANAGEMENT PRACTICES	8
IV.	POST-CONSTRUCTION BEST MANAGEMENT PRACTICES	10
V.	PROJECT IMPACTS AND COMPENSATORY MITIGATION	11
VI.	MONITORING AND REPORTING REQUIREMENTS	12
VII.	NOTIFICATION REQUIREMENTS	15
VIII.	CALIFORNIA ENVIRONMENTAL QUALITY ACT COMPLIANCE	17
IX.	SAN DIEGO WATER BOARD CONTACT PERSON	18
X.	WATER QUALITY CERTIFICATION.....	18

Attachments:

1. Definitions
2. Project Location Maps
3. Project Site Plans
4. Mitigation Figures

I. STANDARD CONDITIONS

Pursuant to section 3860 of title 23 of the California Code of Regulations, the following three standard conditions apply to all water quality certification actions:

- A. This Certification action is subject to modification or revocation upon administrative or judicial review, including review and amendment pursuant to section 13330 of the Water Code and chapter 28, article 6 (commencing with title 23, section 3867), of the California Code of Regulations.
- B. This Certification action is not intended and shall not be construed to apply to any discharge from any activity involving a hydroelectric facility and requiring a Federal Energy Regulatory Commission (FERC) license or an amendment to a FERC license unless the pertinent Certification application was filed pursuant to California Code of Regulations title 23, section 3855 subdivision (b), and that application specifically identified that a FERC license or amendment to a FERC license for a hydroelectric facility was being sought.
- C. This Certification action is conditioned upon total payment of any fee required under title 23, chapter 28 (commencing with section 3830) of California Code of Regulations and owed by the applicant.

II. GENERAL CONDITIONS

- A. **Term of Certification.** Water Quality Certification No. R9-2014-0088 (Certification) shall expire upon a) the expiration or retraction of the Clean Water Act section 404 (33 U.S.C. §1344) permit issued by the U.S. Army Corps of Engineers for this Project, or b) five (5) years from the date of issuance of this Certification, whichever occurs first.
- B. **Duty to Comply.** The Applicant must comply with all conditions and requirements of this Certification. Any Certification noncompliance constitutes a violation of the Water Code and is grounds for enforcement action or Certification termination, revocation and reissuance, or modification.
- C. **General Waste Discharge Requirements.** The requirements of this Certification are enforceable through Water Quality Order No. 2003-0017-DWQ, *Statewide General Waste Discharge Requirements for Discharges of Dredged or Fill Material that have Received State Water Quality Certification* (Water Quality Order No. 2003-0017-DWQ). This provision shall apply irrespective of whether a) the federal permit for which the Certification was obtained is subsequently retracted or is expired, or b) the Certification is expired. Water Quality Order No. 2003-0017-DWQ is accessible at:

http://www.waterboards.ca.gov/water_issues/programs/cwa401/docs/generalorders/gowdr401regulated_projects.pdf.
- D. **Project Conformance with Application.** All water quality protection measures and BMPs described in the application and supplemental information for water quality certification are incorporated by reference into this Certification as if fully stated herein.

Notwithstanding any more specific conditions in this Certification, the Applicant shall construct, implement and comply with all water quality protection measures and BMPs described in the application and supplemental information. The conditions within this Certification shall supersede conflicting provisions within the application and supplemental information submitted as part of this Certification action.

- E. **Project Conformance with Water Quality Control Plans or Policies.** Notwithstanding any more specific conditions in this Certification, the Project shall be constructed in a manner consistent with the Basin Plan and any other applicable water quality control plans or policies adopted or approved pursuant to the Porter Cologne Water Quality Act (Division 7, commencing with Water Code Section 13000) or section 303 of the Clean Water Act (33 U.S.C §1313). The Basin Plan is accessible at:

http://www.waterboards.ca.gov/sandiego/water_issues/programs/basin_plan/index.shtml

- F. **Project Modification.** The Applicant must submit any changes to the Project, including Project operation, which would have a significant or material effect on the findings, conclusions, or conditions of this Certification, to the San Diego Water for prior review and written approval. If the San Diego Water Board is not notified of a significant change to the Project, it will be considered a violation of this Certification.
- G. **Certification Distribution Posting.** During Project construction, the Applicant must maintain a copy of this Certification at the Project site. This Certification must be available at all times to site personnel and agencies. A copy of this Certification shall also be provided to any contractor or subcontractor performing construction work, and the copy shall remain in their possession at the Project site.
- H. **Inspection and Entry.** The Applicant must allow the San Diego Water Board or the State Water Resources Control Board, and/or their authorized representative(s) (including an authorized contractor acting as their representative), upon the presentation of credentials and other documents as may be required under law, to:
1. Enter upon the Project or Compensatory Mitigation site(s) premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this Certification;
 2. Have access to and copy, at reasonable times, any records that must be kept under the conditions of this Certification;
 3. Inspect, at reasonable times, any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this Certification; and
 4. Sample or monitor, at reasonable times, for the purposes of assuring Certification compliance, or as otherwise authorized by the Clean Water Act or Water Code, any substances or parameters at any location.

- I. **Enforcement Notification.** In the event of any violation or threatened violation of the conditions of this Certification, the violation or threatened violation shall be subject to any remedies, penalties, process or sanctions as provided for under State law. For purposes of section 401(d) of the Clean Water Act, the applicability of any State law authorizing remedies, penalties, process or sanctions for the violation or threatened violation constitutes a limitation necessary to assure compliance with the water quality standards and other pertinent requirements incorporated into this Certification.
- J. **Certification Actions.** This Certification may be modified, revoked and reissued, or terminated for cause including but not limited to the following:
1. Violation of any term or condition of this Certification;
 2. Monitoring results indicate that continued Project activities could violate water quality objectives or impair the beneficial uses of Warm Springs Creek or its tributaries;
 3. Obtaining this Certification by misrepresentation or failure to disclose fully all relevant facts;
 4. A change in any condition that requires either a temporary or permanent reduction or elimination of the authorized discharge; and
 5. Incorporation of any new or revised water quality standards and implementation plans adopted or approved pursuant to the Porter-Cologne Water Quality Control Act or section 303 of the Clean Water Act.

The filing of a request by the Applicant for modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any Certification condition.

- K. **Duty to Provide Information.** The Applicant shall furnish to the San Diego Water Board, within a reasonable time, any information which the San Diego Water Board may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this Certification or to determine compliance with this Certification.
- L. **Property Rights.** This Certification does not convey any property rights of any sort, or any exclusive privilege.
- M. **Petitions.** Any person aggrieved by this action of the San Diego Water Board may petition the State Water Resources Control Board (State Water Board) to review the action in accordance with the California Code of Regulations, title 23, sections 3867 and following. The State Water Board must receive the petition by 5:00 p.m., 30 days after the date of this Certification. Copies of the law and regulations applicable to filing petitions may be found on the Internet at: http://www.waterboards.ca.gov/public_notices/petitions/water_quality or will be provided upon request.

III. CONSTRUCTION BEST MANAGEMENT PRACTICES

- A. **Approvals to Commence Construction.** The Applicant shall not commence Project construction until all necessary federal, State, and local approvals are obtained.
- B. **Personnel Education.** Prior to the start of the Project, and annually thereafter, the Applicant must educate all personnel on the requirements in this Certification, pollution prevention measures, spill response measures, and BMP implementation and maintenance measures.
- C. **Spill Containment Materials.** The Applicant must, at all times, maintain appropriate types and sufficient quantities of materials on-site to contain any spill or inadvertent release of materials that may cause a condition of pollution or nuisance if the materials reach waters of the United States and/or State.
- D. **General Construction Storm Water Permit.** Prior to start of Project construction, the Applicant must, as applicable, obtain coverage under, and comply with, the requirements of State Water Resources Control Board Water Quality Order No. 2009-0009-DWQ, the *General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activity*, (General Construction Storm Water Permit) and any reissuance. If Project construction activities do not require coverage under the General Construction Storm Water Permit, the Applicant must develop and implement a runoff management plan (or equivalent construction BMP plan) to prevent the discharge of sediment and other pollutants during construction activities.
- E. **Waste Management.** The Applicant must properly manage, store, treat, and dispose of wastes in accordance with applicable federal, state, and local laws and regulations. Waste management shall be implemented to avoid or minimize exposure of wastes to precipitation or storm water runoff. The storage, handling, treatment, or disposal of waste shall not create conditions of pollution, contamination or nuisance as defined in Water Code section 13050. Upon Project completion, all Project generated debris, building materials, excess material, waste, and trash shall be removed from the Project site(s) for disposal at an authorized landfill or other disposal site in compliance with federal, state and local laws and regulations.
- F. **Waste Management.** Except for a discharge permitted under this Certification, the dumping, deposition, or discharge of trash, rubbish, unset cement or asphalt, concrete, grout, damaged concrete or asphalt, concrete or asphalt spoils, wash water, organic or earthen material, steel, sawdust or other construction debris waste from Project activities directly into waters of the United States and or State, or adjacent to such waters in any manner which may permit its being transported into the waters, is prohibited.
- G. **Downstream Erosion.** Discharges of concentrated flow during construction or after Project completion must not cause downstream erosion or damage to properties or stream habitat.

- H. **Construction Equipment.** All equipment must be washed prior to transport to the Project site and must be free of sediment, debris, and foreign matter. All equipment used in direct contact with surface water shall be steam cleaned prior to use. All equipment using gas, oil, hydraulic fluid, or other petroleum products shall be inspected for leaks prior to use and shall be monitored for leakage. Stationary equipment (e.g., motors, pumps, generator, etc.) shall be positioned over drip pans or other types of containment.
- I. **Process Water.** Water containing mud, silt, or other pollutants from equipment washing or other activities, must not be discharged to waters of the United States and/or State or placed in locations that may be subjected to storm water runoff flows. Pollutants discharged to areas within a stream diversion must be removed at the end of each work day or sooner if rain is predicted.
- J. **Surface Water Diversion.** All surface waters, including ponded waters, must be diverted away from areas of active grading, construction, excavation, vegetation removal, and/or any other activity which may result in a discharge to the receiving water. Diversion activities must not result in the degradation of beneficial uses or exceedance of the receiving water quality objectives. Any temporary dam or other artificial obstruction constructed must only be built from materials such as clean gravel which will cause little or no siltation. Normal flows must be restored to the affected stream immediately upon completion of work at that location.
- K. **Re-vegetation and Stabilization.** All areas that have 14 or more days of inactivity must be stabilized within 14 days of the last activity. The Applicant shall implement and maintain BMPs to prevent erosion of the rough graded areas. After completion of grading, all areas must be re-vegetated with native species appropriate for the area. The re-vegetation palette must not contain any plants listed on the California Invasive Plant Council Invasive Plant Inventory, which can be accessed at <http://www.cal-ipc.org/ip/inventory/>.
- L. **Hazardous Materials.** Except as authorized by this Certification, substances hazardous to aquatic life including, but not limited to, petroleum products, unused cement/concrete, asphalt, and coating materials, must be prevented from contaminating the soil and/or entering waters of the United States and/or State. BMPs must be implemented to prevent such discharges during each Project activity involving hazardous materials.
- M. **Vegetation Removal.** Removal of vegetation must occur by hand, mechanically, or through application of United States Environmental Protection Agency (USEPA) approved herbicides deployed using applicable BMPs to minimize adverse effects to beneficial uses of waters of the United States and/or State. Discharges related to the application of aquatic pesticides within waters of the United States must be done in compliance with State Water Resources Control Board Water Quality Order No. 2004-0009-DWQ, the *Statewide General National Pollution Discharge Elimination System Permit for the Discharge of Aquatic Weed Control in Waters of the United States*, and any subsequent reissuance as applicable.

- N. **Limits of Disturbance.** The Applicant shall clearly define the limits of Project disturbance to waters of the United States and/or State using highly visible markers such as flag markers, construction fencing, or silt barriers prior to commencement of Project construction activities within those areas.
- O. **Beneficial Use Protection.** The Applicant must take all necessary measures to protect the beneficial uses of waters of Warm Springs Creek or its tributaries. This Certification requires compliance with all applicable requirements of the Basin Plan. If at any time, an unauthorized discharge to surface waters (including rivers or streams) occurs or monitoring indicates that the Project is violating, or threatens to violate, water quality objectives, the associated Project activities shall cease immediately and the San Diego Water Board shall be notified in accordance with Notification Requirement VII.A of this Certification. Associated Project activities may not resume without approval from the San Diego Water Board.

IV. POST-CONSTRUCTION BEST MANAGEMENT PRACTICES

- A. **Post-Construction Discharges.** The Applicant shall not allow post-construction discharges from the Project site to cause or contribute to onsite or off-site erosion or damage to properties or stream habitats.
- B. **Storm Drain Inlets.** All storm drain inlet structures within the Project boundaries must be stamped or stenciled (or equivalent) with appropriate language prohibiting non-storm water discharges.
- C. **Post-Construction BMP Design.** The Project must be designed to comply with the most current Standard Storm Water Mitigation and Hydromodification Plans for Riverside County. Post-construction BMPs are described in the *Project Specific Preliminary Water Quality Management Plan For: Tracts 30837-1, 30837-2 & 30837 (SWMP)*.
- D. **Post-Construction BMP Implementation.** All post-construction BMPs must be constructed, functional, and implemented prior to completion of Project construction, occupancy, and/or planned use, and maintained in perpetuity. The post construction BMPs must include those described in the SWMP, dated September 14, 2012, prepared on behalf of the Applicant by Hall and Foreman, Inc.; or any subsequent version of the SWMP approved by Riverside County.
- E. **Post-Construction BMP Maintenance.** The post construction BMPs must be designed, constructed, and maintained in accordance with the most recent California Storm Water Quality Association (CASQA)² guidance. The Applicant shall:
1. No less than two times per year, assess the performance of the BMPs to ensure protection of the receiving waters and identify any necessary corrective measures;

² California Storm Water Quality Association (*California Storm Water BMP Handbook, New Development and Redevelopment 2003*), available on-line at: <http://www.cabmphandbooks.org/> [Accessed on January 15, 2012]

2. Perform inspections of BMPs, at the beginning of the wet season no later than October 1 and the end of the wet season no later than April 1, for standing water, slope stability, sediment accumulation, trash and debris, and presence of burrows;
3. Regularly perform preventative maintenance of BMPs, including removal of accumulated trash and debris, as needed to ensure proper functioning of the BMPs;
4. Identify and promptly repair damage to BMPs; and
5. Maintain a log documenting all BMP inspections and maintenance activities. The log shall be made available to the San Diego Water Board upon request.

F. **Stream Crossing Structures.** Bridges, culverts, dip crossings, or other stream crossing structures shall be designed and installed in a manner that will not cause scouring of the stream bed and/or erosion of the banks in the vicinity of the Project. Storm drain lines/culverts and other stream crossing structures shall be designed and maintained to accommodate at least a 100-year, 24-hour storm event, including associated bedload and debris with a similar average velocity as upstream and downstream sections. Bottoms of temporary culverts shall be placed at stream channel grade and bottoms of permanent culverts shall be open bottom or embedded and backfilled below the grade of the stream greater than or equal to a depth of 1 foot.

V. PROJECT IMPACTS AND COMPENSATORY MITIGATION

- A. **Project Impact Avoidance and Minimization.** The Project must avoid and minimize adverse impacts to waters of the United States and/or State to the maximum extent practicable.
- B. **Project Impacts and Compensatory Mitigation.** Unavoidable Project impacts to Warm Springs Creek and its unnamed tributaries within the Santa Margarita Watershed must not exceed the type and magnitude of impacts described in the table below. At a minimum, compensatory mitigation required to offset unavoidable temporary and permanent Project impacts to waters of the United States and/or State must be achieved as described in the table below:

	Impacts (acres)	Impacts (linear ft.)	Mitigation for Impacts (acres)	Mitigation Ratio (area mitigated :area impacted)	Mitigation for Impacts (linear ft.)	Mitigation Ratio (linear feet mitigated :linear feet impacted)
Permanent Impacts						
Streambed	0.01	118	0.01 Re- establishment ¹ 1.0 Preservation ² 0.2 Enhancement ³	1:1 Re- establishment 100:1 Preservation 20:1 Enhancement	N/A ⁴	N/A ⁴
Temporary Impacts⁵						
Streambed	0.002	35	0.002 Re- establishment	1:1	35 Re- establishment	1:1

1. Purchase of re-established river credits from the San Luis Rey Mitigation Bank. Mitigation purchased from the San Luis Rey Mitigation Bank is required to be protected and maintained in perpetuity by Wildlands according to the conditions of Water Quality Certification No. R9-2013-0050. The mitigation provided for Project impacts contributes to the net gain in wetland area, functions and values consistent with the State of California Net Gain Policy (Executive Order W-59-93.)
2. Purchase of vernal pool preservation credits from the Barry Jones Mitigation Bank.
3. Purchase of enhancement credits from the Santa Margarita Watershed In-lieu Fee Program.
4. The amount of mitigation credits purchased is not reported in terms of linear feet of mitigation.
5. All areas of temporary impacts must be restored to pre-project contours and re-vegetated with native species.

C. Temporary Project Impact Areas. The Applicant must restore all areas of temporary impacts and all other areas of temporary disturbance which could result in a discharge or a threatened discharge of pollutants to waters of the United States and/or State. Restoration must include grading of disturbed areas to pre-project contours and re-vegetation with native species. The Applicant must implement all necessary BMPs to control erosion and runoff from areas associated with the Project.

VI. MONITORING AND REPORTING REQUIREMENTS

- A. **Representative Monitoring.** Samples and measurements taken for the purpose of monitoring under this Certification shall be representative of the monitored activity.
- B. **Monitoring Reports.** Monitoring results shall be reported to the San Diego Water Board at the intervals specified in section VI of this Certification.
- C. **Monitoring and Reporting Revisions.** The San Diego Water Board may make revisions to the monitoring program at any time during the term of this Certification and may reduce or increase the number of parameters to be monitored, locations monitored, the frequency of monitoring, or the number and size of samples collected.

- D. Records of Monitoring Information.** Records of monitoring information shall include:
1. The date, exact place, and time of sampling or measurements;
 2. The individual(s) who performed the sampling or measurements;
 3. The date(s) analyses were performed;
 4. The individual(s) who performed the analyses;
 5. The analytical techniques or methods used; and
 6. The results of such analyses.
- E. Discharge Commencement Notification.** The Applicant must notify the San Diego Water Board in writing **at least 5 days prior to** the start of Project construction.
- F. Geographic Information System Data.** The Applicant must submit Geographic Information System (GIS) shape files of the Project impact sites within 30 days of the start of project construction and GIS shape files of the Project mitigation sites within 30 days of mitigation installation. All impact and mitigation site shape files must be polygons. Two GPS readings (points) must be taken on each line of the polygon and the polygon must have a minimum of 10 points. GIS metadata must also be submitted.
- G. Annual Project Progress Reports.** The Applicant must submit annual Project progress reports describing status of BMP implementation and compliance with all requirements of this Certification to the San Diego Water Board prior to **March 1** of each year following the issuance of this Certification, until the Project has reached completion. Annual Project Progress Reports must be submitted even if Project construction has not begun. The monitoring period for each Annual Project Progress Report shall be January 1st through December 31st of each year. Annual Project Progress Reports must include, at a minimum, the following:
1. **Project Status and Compliance Reporting.** The Annual Project Progress Report must include the following Project status and compliance information:
 - a. The names, qualifications, and affiliations of the persons contributing to the report;
 - b. The status, progress, and anticipated schedule for completion of Project construction activities including the installation and operational status of best management practices project features for erosion and storm water quality treatment;
 - c. A description of Project construction delays encountered or anticipated that may affect the schedule for construction completion; and

- d. A description of each incident of noncompliance during the annual monitoring period and its cause, the period of the noncompliance including exact dates and times, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and the steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance.

H. **Final Project Completion Report.** The Applicant must submit a Final Project Completion Report to the San Diego Water Board **within 30 days of completion of the Project.** The final report must include the following information:

1. Date of construction initiation;
2. Date of construction completion;
3. BMP installation and operational status for the Project;
4. As-built drawings of the Project, no bigger than 11"X17"; and
5. Photo documentation of implemented post-construction BMPs and all areas of permanent and temporary impacts, prior to and after project construction. Photo documentation must be conducted in accordance with guidelines posted at http://www.waterboards.ca.gov/sandiego/water_issues/programs/401_certification/docs/StreamPhotoDocSOP.pdf. In addition, photo documentation must include Global Positioning System (GPS) coordinates for each of the photo points referenced.

I. **Reporting Authority.** The submittal of information required under this Certification, or in response to a suspected violation of any condition of this Certification, is required pursuant to Water Code section 13267 and 13383. Civil liability may be administratively imposed by the San Diego Water Board for failure to submit information pursuant to Water Code sections 13268 or 13385.

J. **Electronic Document Submittal.** The Applicant must submit all reports and information required under this Certification in electronic format via e-mail to SanDiego@waterboards.ca.gov. Documents over 50 megabytes will not be accepted via e-mail and must be placed on a disc and delivered to:

California Regional Water Quality Control Board
San Diego Region
Attn: 401 Certification No. R9-2014-0088: 807879:dbradford
2375 Northside Drive, Suite 100
San Diego, California 92108

Each electronic document must be submitted as a single file, in Portable Document Format (PDF) format, and converted to text searchable format using Optical Character Recognition (OCR). All electronic documents must include scanned copies of all signature pages; electronic signatures will not be accepted. Electronic documents submitted to the San Diego Water Board must include the following identification

numbers in the header or subject line: Certification No. R9-2014-0088:
807879:dbradford.

K. Document Signatory Requirements. All applications, reports, or information submitted to the San Diego Water Board must be signed as follows:

1. For a corporation, by a responsible corporate officer of at least the level of vice president.
2. For a partnership or sole proprietorship, by a general partner or proprietor, respectively.
3. For a municipality, or a state, federal, or other public agency, by either a principal executive officer or ranking elected official.
4. A duly authorized representative may sign applications, reports, or information if:
 - a. The authorization is made in writing by a person described above.
 - b. The authorization specifies either an individual or position having responsibility for the overall operation of the regulated activity.
 - c. The written authorization is submitted to the San Diego Water Board Executive Officer.

If such authorization is no longer accurate because a different individual or position has responsibility for the overall operation of the Project, a new authorization satisfying the above requirements must be submitted to the San Diego Water Board prior to or together with any reports, information, or applications, to be signed by an authorized representative.

L. Document Certification Requirements. All applications, reports, or information submitted to the San Diego Water Board must be certified as follows:

"I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment."

VII. NOTIFICATION REQUIREMENTS

- A. Twenty Four Hour Non-Compliance Reporting.** The Applicant shall report any noncompliance which may endanger health or the environment. Any such information shall be provided orally to the San Diego Water Board within **24 hours** from the time the Applicant becomes aware of the circumstances. A written submission shall also be provided within five days of the time the Applicant becomes aware of the circumstances.

The written submission shall contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected; the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance. The San Diego Water Board, or an authorized representative, may waive the written report on a case-by-case basis if the oral report has been received within 24 hours.

- B. Hazardous Substance Discharge.** Except for a discharge which is in compliance with this Certification, any person who, without regard to intent or negligence, causes or permits any hazardous substance or sewage to be discharged in or on any waters of the State, shall as soon as (a) that person has knowledge of the discharge, (b) notification is possible, and (c) notification can be provided without substantially impeding cleanup or other emergency measures, immediately notify the County of Riverside, in accordance with California Health and Safety Code section 5411.5 and the California Office of Emergency Services of the discharge in accordance with the spill reporting provision of the State toxic disaster contingency plan adopted pursuant to Government Code Title 2, Division 1, Chapter 7, Article 3.7 (commencing with section 8574.17), and immediately notify the State Water Board or the San Diego Water Board of the discharge. This provision does not require reporting of any discharge of less than a reportable quantity as provided for under subdivisions (f) and (g) of section 13271 of the Water Code unless the Applicant is in violation of a Basin Plan prohibition.
- C. Oil or Petroleum Product Discharge.** Except for a discharge which is in compliance with this Certification, any person who without regard to intent or negligence, causes or permits any oil or petroleum product to be discharged in or on any waters of the State, or discharged or deposited where it is, or probably will be, discharged in or on any waters of the State, shall, as soon as (a) such person has knowledge of the discharge, (b) notification is possible, and (c) notification can be provided without substantially impeding cleanup or other emergency measures, immediately notify the California Office of Emergency Services of the discharge in accordance with the spill reporting provision of the State oil spill contingency plan adopted pursuant to Government Code Title 2, Division 1, Chapter 7, Article 3.7 (commencing with section 8574.1). This requirement does not require reporting of any discharge of less than 42 gallons unless the discharge is also required to be reported pursuant to Clean Water Act section 311, or the discharge is in violation of a Basin Plan prohibition.
- D. Anticipated Noncompliance.** The Applicant shall give advance notice to the San Diego Water Board of any planned changes in the Project or the Compensatory Mitigation project which may result in noncompliance with Certification conditions or requirements.
- E. Transfers.** This Certification is not transferable in its entirety or in part to any person or organization except after notice to the San Diego Water Board in accordance with the following terms:

Transfer of Property Ownership: The Applicant must notify the San Diego Water Board of any change in ownership of the Project area. Notification of change in ownership must include, but not be limited to, a statement that the Applicant has provided the purchaser with a copy of the Section 401 Water Quality Certification and that the purchaser understands and accepts the certification requirements and the obligation to implement them or be subject to liability for failure to do so; the seller and purchaser must sign and date the notification and provide such notification to the San Diego Water Board **within 10 days of the transfer of ownership.**

Transfer of Post-Construction BMP Maintenance Responsibility: The Applicant assumes responsibility for the inspection and maintenance of all post-construction structural BMPs until such responsibility is legally transferred to another entity. At the time maintenance responsibility for post-construction BMPs is legally transferred the Applicant must submit to the San Diego Water Board a copy of such documentation and must provide the transferee with a copy of a long-term BMP maintenance plan that complies with manufacturer specifications. The Applicant must provide such notification to the San Diego Water Board within **10 days** of the transfer of BMP maintenance responsibility.

Upon properly noticed transfers of responsibility, the transferee assumes responsibility for compliance with this Certification and references in this Certification to the Applicant will be interpreted to refer to the transferee as appropriate. Transfer of responsibility does not necessarily relieve the Applicant of this Certification in the event that a transferee fails to comply.

VIII. CALIFORNIA ENVIRONMENTAL QUALITY ACT COMPLIANCE

A. 1. French Valley South Tentative Tract 30837 Project:

The County of Riverside is the Lead Agency under the California Environmental Quality Act (CEQA) (Public Resources Code section 21000, et seq.) section 21067, and CEQA Guidelines (California Code of Regulations, title 14, section 15000 et seq.) section 15367, and has filed a Notice of Determination dated November 22, 2004 for the Final Mitigated Negative Declaration (MND) titled *Change of Zone No. 6729 & Tentative Tract Map No. 30837*. The Lead Agency has determined the Project will have a significant effect on the environment and mitigation measures were made a condition of the Project.

2. Off-site Basin:

The County of Riverside is the lead agency under the California Environmental Quality Act (Public Resources Code section 21000, et seq., (CEQA)), and filed a Notice of Determination of their MND titled Environmental Assessment Number 42666, on July 7, 2014. The County of Riverside has determined the Project will have a significant effect on the environment and mitigation measures were made a condition of the Project.

B. The San Diego Water Board is a Responsible Agency under CEQA (Public Resources Code section 21069; CEQA Guidelines section 15381). The San Diego Water Board

has considered the Lead Agency's MNDs and finds that the Project as proposed will have a significant effect on resources within the San Diego Water Board's purview.

- C. The San Diego Water Board has required mitigation measures as a condition of this Certification to avoid or reduce the environmental effects of the Project to resources within the Board's purview to a less than significant level.
- D. As a Responsible Agency under CEQA, the San Diego Water Board will file a Notice of Determination in accordance with CEQA Guidelines section 15096 subdivision (i).

IX. SAN DIEGO WATER BOARD CONTACT PERSON

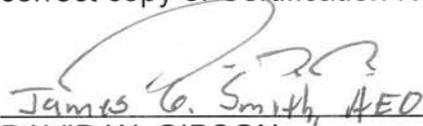
Darren Bradford, Environmental Scientist
Telephone: (619) 521-3356
Email: darren.bradford@waterboards.ca.gov

X. WATER QUALITY CERTIFICATION

I hereby certify that the proposed discharge from the **French Valley South Tentative Tract 30837 Project** (Certification No. R9-2014-0088) will comply with the applicable provisions of sections 301 ("Effluent Limitations"), 302 ("Water Quality Related Effluent Limitations"), 303 ("Water Quality Standards and Implementation Plans"), 306 ("National Standards of Performance"), and 307 ("Toxic and Pretreatment Effluent Standards") of the Clean Water Act. This discharge is also regulated under State Water Board Order No. 2003-0017-DWQ, "*Statewide General Waste Discharge Requirements for Dredged or Fill Discharges that have Received State Water Quality Certification (General WDRs)*," which requires compliance with all conditions of this Water Quality Certification. Please note that enrollment under Order No. 2003-017-DWQ is conditional and, should new information come to our attention that indicates a water quality problem, the San Diego Water Board may issue individual waste discharge requirements at that time.

Except insofar as may be modified by any preceding conditions, all Certification actions are contingent on (a) the discharge being limited to, and all proposed mitigation being completed in strict compliance with, the applicants' Project description and/or the description in this Certification, and (b) compliance with all applicable requirements of the Basin Plan.

I, David W. Gibson, Executive Officer, do hereby certify the forgoing is a full, true, and correct copy of Certification No. R9-2014-0088 issued on September 23, 2015


for DAVID W. GIBSON
Executive Officer
San Diego Water Board

21 Sep 2015
Date

ATTACHMENT 1

DEFINITIONS

Activity - when used in reference to a permit means any action, undertaking, or project including, but not limited to, construction, operation, maintenance, repair, modification, and restoration which may result in any discharge to waters of the state.

Buffer - means an upland, wetland, and/or riparian area that protects and/or enhances aquatic resource functions associated with wetlands, rivers, streams, lakes, marine, and estuarine systems from disturbances associated with adjacent land uses.

California Rapid Assessment Method (CRAM) - is a wetland assessment method intended to provide a rapid, scientifically-defensible and repeatable assessment methodology to monitor status and trends in the conditions of wetlands for applications throughout the state. It can also be used to assess the performance of compensatory mitigation projects and restoration projects. CRAM provides an assessment of overall ecological condition in terms of four attributes: landscape context and buffer, hydrology, physical structure and biotic structure. CRAM also includes an assessment of key stressors that may be affecting wetland condition and a "field to PC" data management tool (eCRAM) to ensure consistency and quality of data produced with the method.

Compensatory Mitigation Project - means compensatory mitigation implemented by the Applicant as a requirement of this Certification (i.e., applicant -responsible mitigation), or by a mitigation bank or an in-lieu fee program.

Discharge of dredged material – means any addition of dredged material into, including redeposit of dredged material other than incidental fallback within, the waters of the United States and/or State.

Discharge of fill material – means the addition of fill material into waters of the United States and/or State.

Dredged material – means material that is excavated or dredged from waters of the United States and/or State.

Ecological Success Performance Standards – means observable or measurable physical (including hydrological), chemical, and/or biological attributes that are used to determine if a compensatory mitigation project meets its objectives.

Enhancement – means the manipulation of the physical, chemical, or biological characteristics of an aquatic resource to improve a specific aquatic resource function(s). Enhancement results in the gain of selected aquatic resource function(s), but may also lead to a decline in other aquatic resource function(s). Enhancement does not result in a gain in aquatic resource area.

Establishment – means the manipulation of the physical, chemical, or biological characteristics present to develop an aquatic resource that did not previously exist. Creation results in a gain in aquatic resource area.

Fill material – means any material used for the primary purpose of replacing an aquatic area with dry land or of changing the bottom elevation of a water body.

Isolated wetland – means a wetland with no surface water connection to other aquatic resources.

Mitigation Bank – means a site, or suite of sites, where resources (e.g., wetlands, streams, riparian areas) are restored, established, enhanced, and/or preserved for the purpose of providing mitigation for impacts authorized by this Certification.

Preservation - means the removal of a threat to, or preventing the decline of, aquatic resources by an action in or near those aquatic resources. This term includes activities commonly associated with the protection and maintenance of aquatic resources through the implementation of appropriate legal and physical mechanisms. Preservation does not result in a gain of aquatic resource area or functions.

Re-establishment - means the manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/ historic functions to a former aquatic resource. Re-establishment results in rebuilding a former aquatic resource and results in a gain in aquatic resource area and functions.

Rehabilitation - means the manipulation of the physical, chemical, or biological characteristics of a site with the goal of repairing natural/ historic functions to a degraded aquatic resource. Rehabilitation results in a gain in aquatic resource function, but does not result in a gain in aquatic resource area.

Restoration - means the manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former or degraded aquatic resource. For the purpose of tracking net gains in aquatic resource area, restoration is divided into two categories: re-establishment and rehabilitation.

Start of Project Construction - For the purpose of this Certification, "start of Project construction" means to engage in a program of on-site construction, including site clearing, grading, dredging, landfilling, changing equipment, substituting equipment, or even moving the location of equipment specifically designed for a stationary source in preparation for the fabrication, erection or installation of the building components of the stationary source within waters of the United States and/or State.

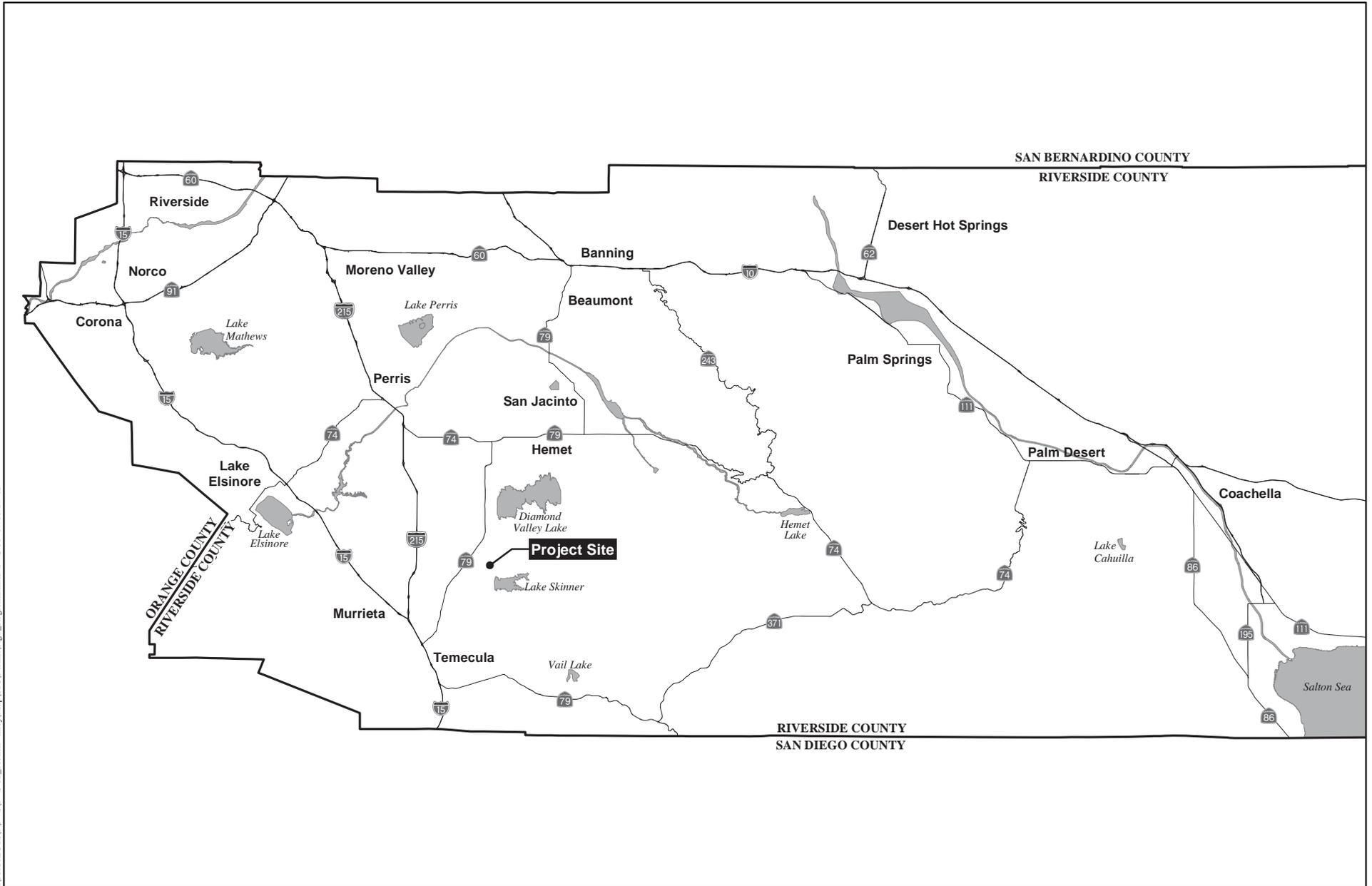
Uplands - means non-wetland areas that lack any field-based indicators of wetlands or other aquatic conditions. Uplands are generally well-drained and occur above (i.e., up-slope) from nearby aquatic areas. Wetlands can, however, be entirely surrounded by uplands. For example, some natural seeps and constructed stock ponds lack aboveground hydrological connection to other aquatic areas. In the watershed context, uplands comprise the landscape matrix in which aquatic areas form. They are the primary sources of sediment, surface runoff, and associated chemicals that are deposited in aquatic areas or transported through them.

Water quality objectives and other appropriate requirements of state law – means the water quality objectives and beneficial uses as specified in the appropriate water quality control plan(s); the applicable provisions of sections 301, 302, 303, 306, and 307 of the Clean Water Act; and any other appropriate requirement of state law.

FVS Partners, LLC
French Valley South Tentative Tract 30837 Project
Certification No. R9-2014-0088

ATTACHMENT 2
PROJECT LOCATION MAPS

F:\PROJECTS\FVPS\FVPS-02_FrenchValley\Map\BIO\Permit\Fig_1_Regional.mxd FVS-01_07/10/14 JP



Regional Location Map

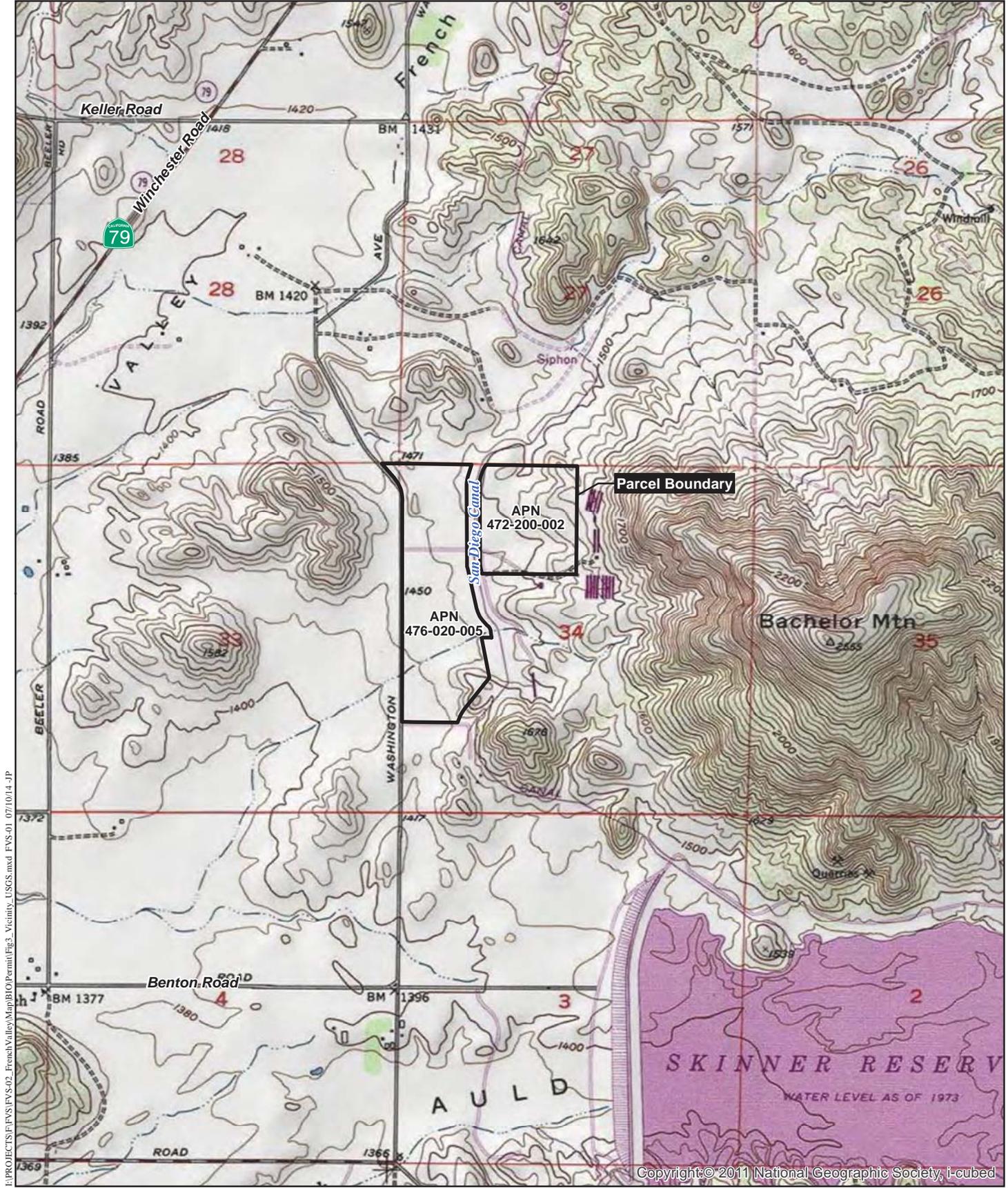
FRENCH VALLEY SOUTH TRACT 30837



E:\PROJECTS\FVS\FVS-02_French Valley Map\BIO\Permit\Fig2_Vicinity_Aerial.mxd FVS-01_07/10/14-.JP

Project Vicinity Map - Aerial Photograph

FRENCH VALLEY SOUTH TRACT 30837



I:\PROJECTS\FVS\FVS-02_French Valley Map\BIO\Permit\Fig3_Vicinity_USGS.mxd FVS-01 07/10/14 -JP

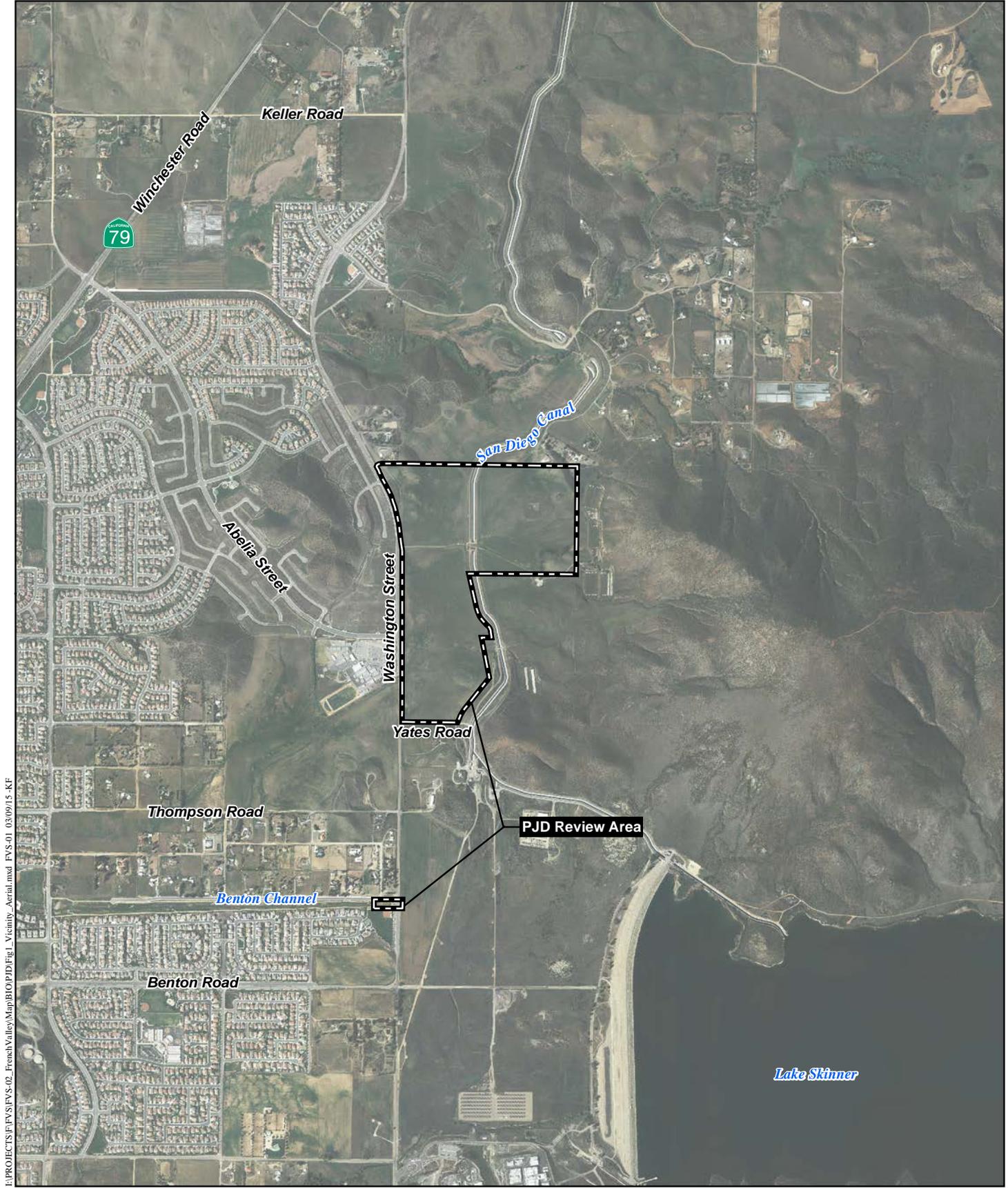
Copyright © 2011 National Geographic Society, i-cubed

Project Vicinity Map - USGS Topography

FRENCH VALLEY SOUTH TRACT 30837



Figure 3



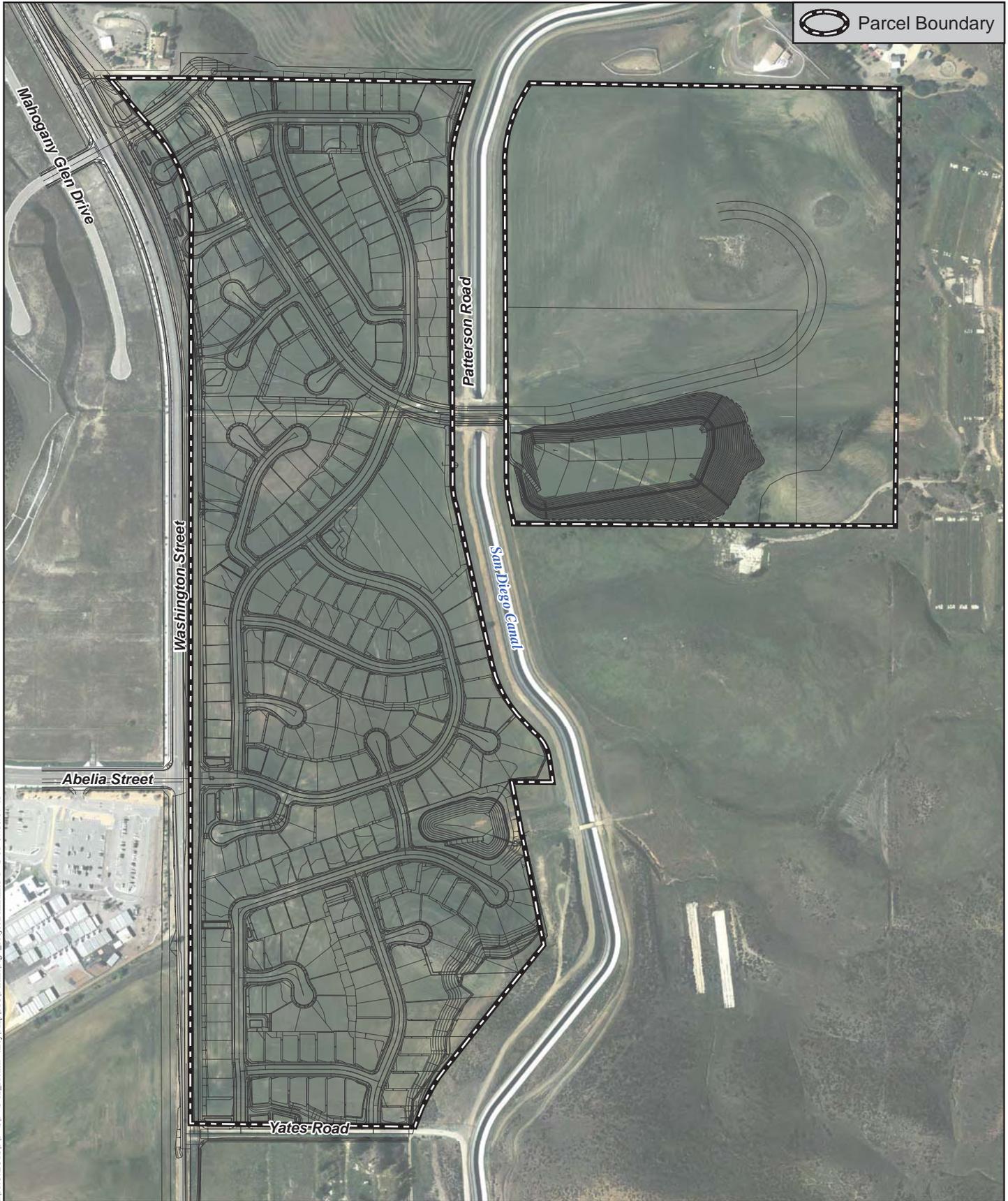
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PJD Review Area

FRENCH VALLEY SOUTH TRACT 30837

FVS Partners, LLC
French Valley South Tentative Tract 30837 Project
Certification No. R9-2014-0088

**ATTACHMENT 3
PROJECT SITE PLANS**



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Project Plans

FRENCH VALLEY SOUTH TRACT 30837

TTM 30837

N 89°28'32" W 1100.00'

N 00°11'51" E 800.01'

APN 472-200-002

0.5%

N 89°28'32" W 1060.99'

DETONATION BASIN
EASEMENT (TYP)

MWD AQUEDUCT

LAND USE
 EXISTING GEN. PLAN - RM
 EXISTING ZONING - R-R
 EXISTING LAND USE - UNDEVELOPED
 PROPOSED GEN. PLAN - RM (UNCHANGED)
 PROPOSED ZONING - R-R (UNCHANGED)
 PROPOSED LAND USE - DETENTION BASIN/COLLECTION CHANNEL
 AREA PLAN - SOUTHWEST AREA

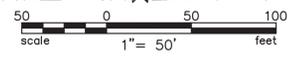
APPLICANT
 MISSION PACIFIC LAND CO.
 4100 NEWPORT PLACE, #400
 NEWPORT BEACH, CA. 92660

OWNERSHIP:
 APN 472-200-003
 COUNTY OF RIVERSIDE

APN 472-200-002
 REGENT FRENCH VALLEY, LLC
 11990 SAN VICENTE BLVD., #200
 LOS ANGELES, CA. 90049

PROJECT NOTES:
 DISTURBED AREA - 9.9 ACRES
 EARTHWORK: CUT - 232,400 CY
 FILL - 0 CY
 SITE IS NOT LOCATED IN AN AG PRESERVE
 SITE IS NOT LOCATED IN A SPECIFIC PLAN
 SITE IS NOT LOCATED IN A REDEVELOPMENT AREA
 SITE IS NOT LOCATED IN AN AIRPORT INFLUENCE AREA
 SITE IS NOT LOCATED IN A HIGH FIRE HAZARD AREA
 SITE IS NOT LOCATED IN A FLOOD SENSITIVITY ZONE
 SITE IS NOT LOCATED IN A FAULT ZONE
 SITE IS LOCATED IN MSHCP CELLS 5471, 5567
 SITE IS LOCATED IN A PALEONTOLOGICALLY SENSITIVE AREA - LOW POTENTIAL

SECTION 34, T6S, R2W



DIGALERT
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 TWO WORKING DAYS BEFORE YOU DIG
 TOLL FREE 1-800-227-2600
 A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT

NOTE:
 WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED.

The private engineer signing these plans is responsible for assuring the accuracy and acceptability of the design hereon. In the event of discrepancies arising after county approval or during construction, the private engineer shall be responsible for determining an acceptable solution and revising the plans for approval by the county.

MARK	BY	DATE	REVISIONS	APPR.	DATE	COUNTY

SEAL-ENGINEER

Hall & Foreman, Inc.
 Engineering • Planning • Surveying
 41951 REMINGTON AVENUE, SUITE 130 • TEMECULA, CA 92590 • 951-294-9300

PREPARED BY:
 ANTHONY J. TERICH

R.C.E. NO. 21914
 DATE

BENCHMARK:
 SEE SHEET NO 1

SCALE:
 H: _____ V: _____

COUNTY OF RIVERSIDE
 TRACT 30837, -1, -2
 ROUGH GRADING PLAN
 OFF SITE DETENTION BASIN

FOR: FVS PARTNERS, LLC
 676 MISSION PACIFIC LAND CO.
 3649 MISSION INN AVE., 2ND FLR.
 RIVERSIDE, CA 92501

W.D.
 COUNTY FILE NO.

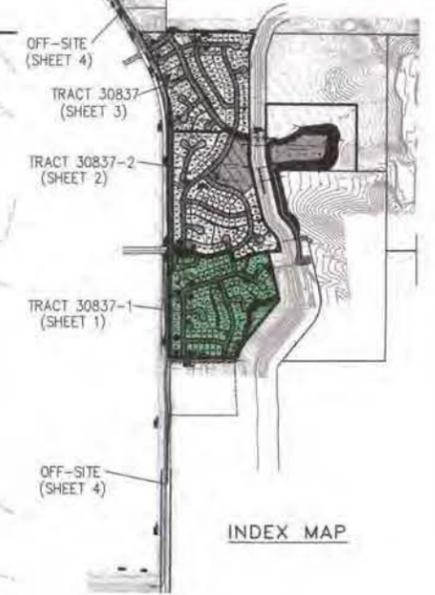
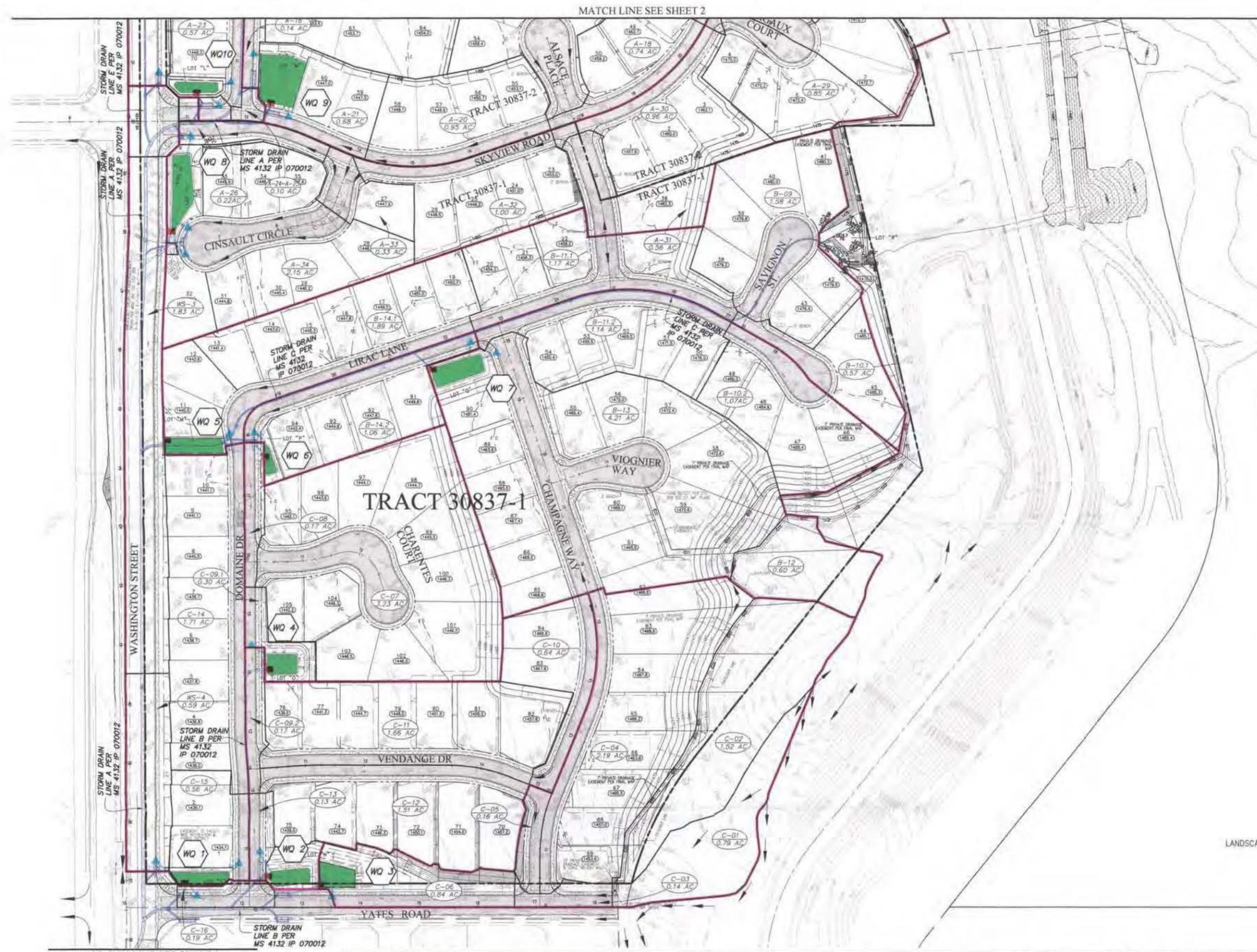
BGR 120114

SHEET NO.
1
 OF 1 SHTS

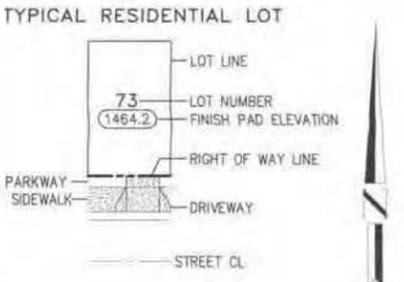
PLAN CHECK OVERSIGHT ENGINEER REGISTRATION NUMBER DATE SIGNED

APPROVED AS TO CONFORMANCE WITH APPLICABLE COUNTY STANDARDS AND PRACTICES.

Drawing Name: I:\02284\Eng\02284-000\Final\02284-Rough Grading Plan\TR-30837\MWD_DB_SP_V17_062841_LFA_Ext.dwg
 Last Update: Oct 25, 2013 - 10:35am by Terich



- LEGEND**
- PCC PAVEMENT
 - ASPHALT PAVEMENT
 - LANDSCAPED AREA
 - POST CONSTRUCTION BIO-RETENTION
 - WATER QUALITY DRAINAGE BOUNDARY
 - WATER QUALITY DRAINAGE AREA DESIGNATION
 - PHASE I & II IMPROVEMENT LINE
 - REVERSE PARKWAY DRAIN WATER QUALITY INLET
 - HIGH FLOW BYPASS STORM DRAIN INLET
 - DIRECTION OF FLOW
- HYDROLOGY/DRAINAGE REFERENCE**
- DRAINAGE SUB AREA BOUNDARY
 - DRAINAGE SUB AREA DESIGNATION
 - DRAINAGE SUB AREA ACREAGE
 - PROPOSED STORM DRAIN FACILITY
 - PROPOSED LANDSCAPED 2:1 SLOPE



MATCH LINE SEE SHEET 4

MATCH LINE SEE SHEET 2

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A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT

NO.	DESCRIPTION	DATE	BY



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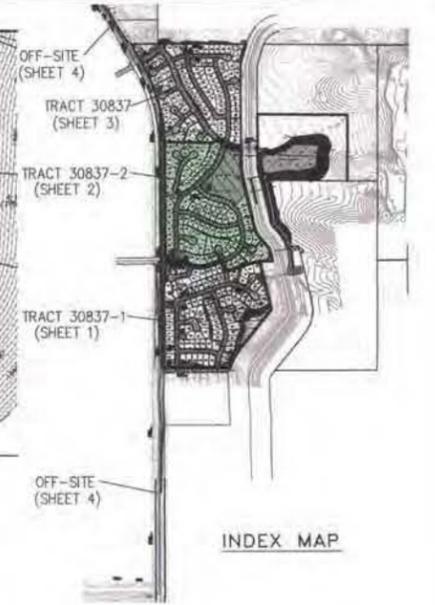
41951 REMINGTON AVE., SUITE 130 • TEMECULA, CA 92590 • 951-294-9300

PREPARED UNDER THE SUPERVISION OF:

NAME OF ENGINEER: R.C.E. XXXXX DATE: _____

COUNTY OF RIVERSIDE		TRACT 30837-1	
WATER QUALITY MANAGEMENT PLAN		SCALE: 80	
SITE PLAN		DATE: 09/14/12	
DRAWN BY: A.R.	DESIGNED BY: A.R.	CHECKED BY: A.J.T.	APPROVED BY: _____
CITY ENGINEER		DATE: _____	
SHEET NO. 01		OF 04	

MATCH LINE SEE SHEET 3



- LEGEND**
- PCC PAVEMENT
 - ASPHALT PAVEMENT
 - LANDSCAPED AREA
 - POST CONSTRUCTION BIO-RETENTION
 - WATER QUALITY DRAINAGE BOUNDARY
 - WATER QUALITY DRAINAGE AREA DESIGNATION
 - PHASE I & II IMPROVEMENT LINE
 - REVERSE PARKWAY DRAIN WATER QUALITY INLET
 - HIGH FLOW BYPASS STORM DRAIN INLET
 - DIRECTION OF FLOW
- HYDROLOGY/DRAINAGE REFERENCE**
- DRAINAGE SUB-AREA BOUNDARY
 - DRAINAGE SUB-AREA DESIGNATION
 - DRAINAGE SUB-AREA ACREAGE
 - PROPOSED STORM DRAIN FACILITY
 - PROPOSED LANDSCAPED 2:1 SLOPE
- TYPICAL RESIDENTIAL LOT**
- LOT LINE
 - LOT NUMBER
 - FINISH PAD ELEVATION
 - RIGHT OF WAY LINE
 - LANDSCAPED PARKWAY
 - DRIVEWAY
 - STREET CL.

MATCH LINE SEE SHEET 1

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NO.	DESCRIPTION	DATE	BY

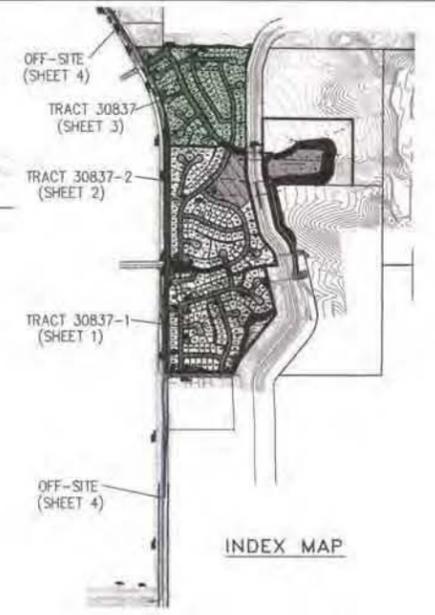


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 PREPARED UNDER THE SUPERVISION OF:
 NAME OF ENGINEER: R.C.E. XXXXX DATE: _____

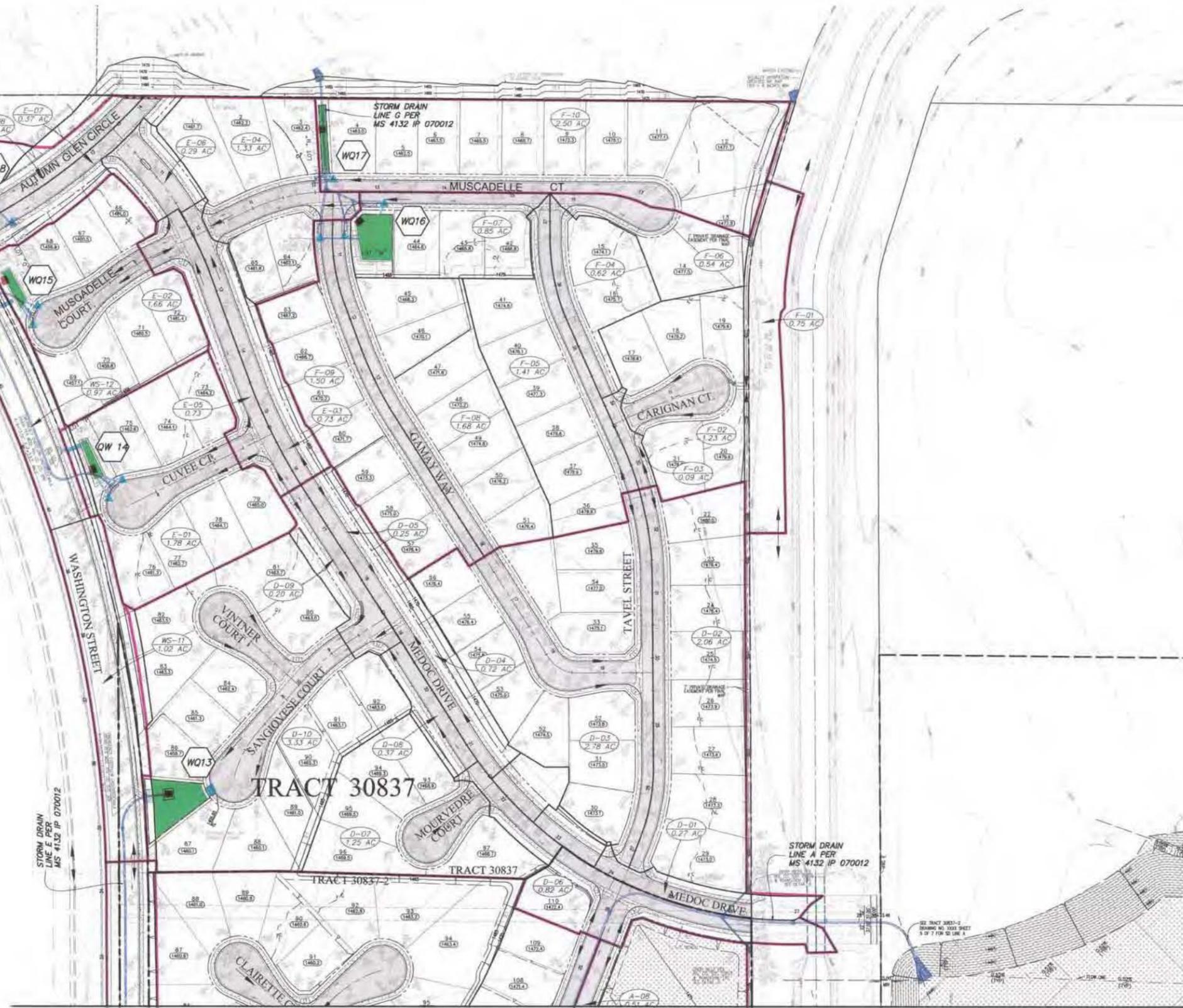
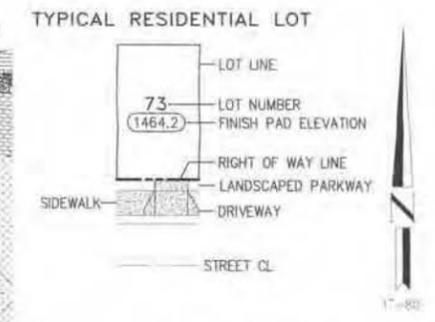
COUNTY OF RIVERSIDE
 TRACT 30837-2
WATER QUALITY MANAGEMENT PLAN SITE PLAN

DRAWN BY: A.R.	SCALE: 80
DESIGNED BY: A.R.	DATE: 09/14/12
CHECKED BY: A.J.T.	SHT NO.: 02 of 04
APPROVED BY: _____	DATE: _____
CITY ENGINEER	

MATCH LINE SEE SHEET 4



- LEGEND**
- PCC PAVEMENT
 - ASPHALT PAVEMENT
 - LANDSCAPED AREA
 - POST CONSTRUCTION BIO-RETENTION
 - WATER QUALITY DRAINAGE BOUNDARY
 - WATER QUALITY DRAINAGE AREA DESIGNATION
 - PHASE I & II IMPROVEMENT LINE
 - REVERSE PARKWAY DRAIN WATER QUALITY INLET
 - HIGH FLOW BYPASS STORM DRAIN INLET
 - DIRECTION OF FLOW
- HYDROLOGY/DRAINAGE REFERENCE**
- DRAINAGE SUB AREA BOUNDARY
 - DRAINAGE SUB AREA DESIGNATION
 - DRAINAGE SUB AREA ACREAGE
 - PROPOSED STORM DRAIN FACILITY
 - PROPOSED LANDSCAPED 2:1 SLOPE



MATCH LINE SEE SHEET 2

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NO.	DESCRIPTION	DATE	BY

REVISIONS



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PREPARED UNDER THE SUPERVISION OF:

NAME OF ENGINEER: R.C.E. XXXXX DATE:

COUNTY OF RIVERSIDE		TRACT 30837	
WATER QUALITY MANAGEMENT PLAN		SCALE: 80	
SITE PLAN		DATE: 09/14/12	
DRAWN BY: A.R.	DESIGNED BY: A.R.	CHECKED BY: A.J.T.	APPROVED BY: CITY ENGINEER
		DATE: 03 OF 04	

MATCH LINE SEE SHEET 1

MATCH LINE SEE BOTTOM LEFT

STORM DRAIN
LINE A PER
MS 4132 IP 070012

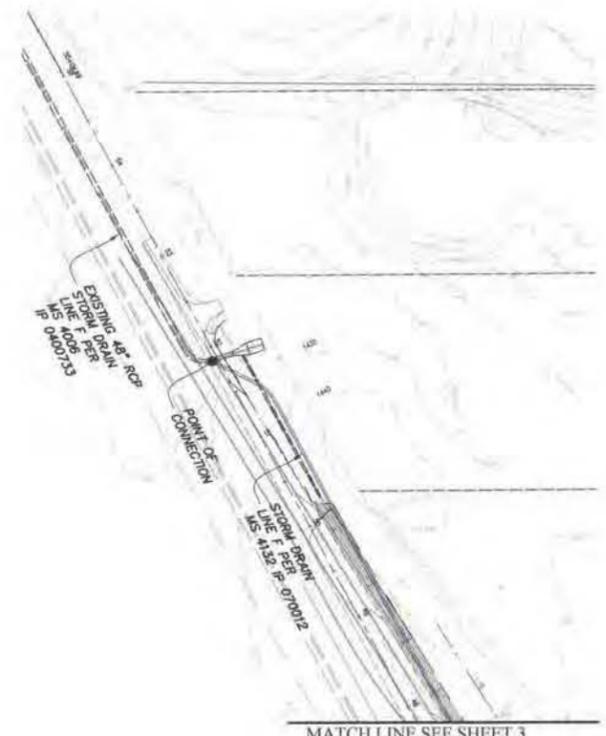
STORM DRAIN
LINE A PER
MS 4132 IP 070012

RCFC&WCD
MS4 FACILITY

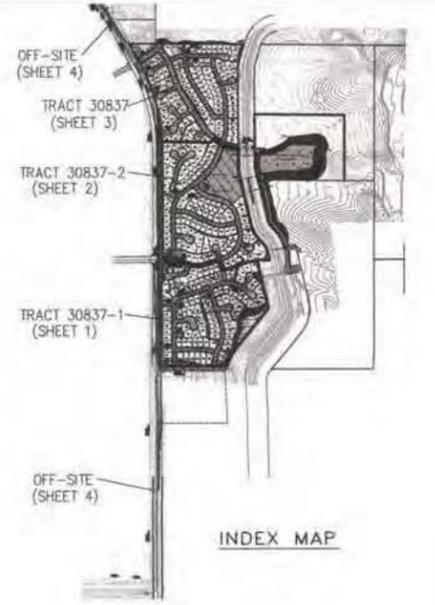
POINT OF
CONNECTION

SHRIMP LANE

BENTON CREEK CHANNEL



MATCH LINE SEE SHEET 3

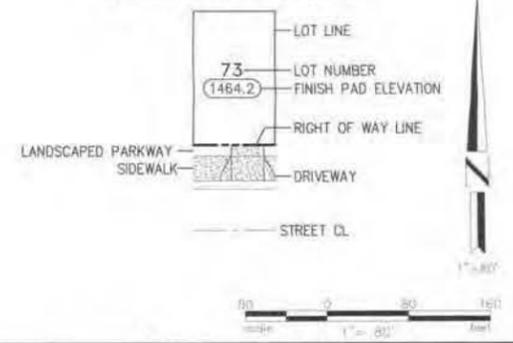


INDEX MAP

LEGEND

- PCC PAVEMENT
- ASPHALT PAVEMENT
- LANDSCAPED AREA
- POST CONSTRUCTION BIO-RETENTION
- WATER QUALITY DRAINAGE BOUNDARY
- WATER QUALITY DRAINAGE AREA DESIGNATION
- PHASE I & II IMPROVEMENT LINE
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- DRAINAGE SUB AREA DESIGNATION
- DRAINAGE SUB AREA ACREAGE
- PROPOSED STORM DRAIN FACILITY
- PROPOSED LANDSCAPED 2:1 SLOPE

TYPICAL RESIDENTIAL LOT



MATCH LINE SEE TOP RIGHT

DIGALERT
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TOLL FREE 1-800-227-2600
A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT

NO.	DESCRIPTION	DATE	BY

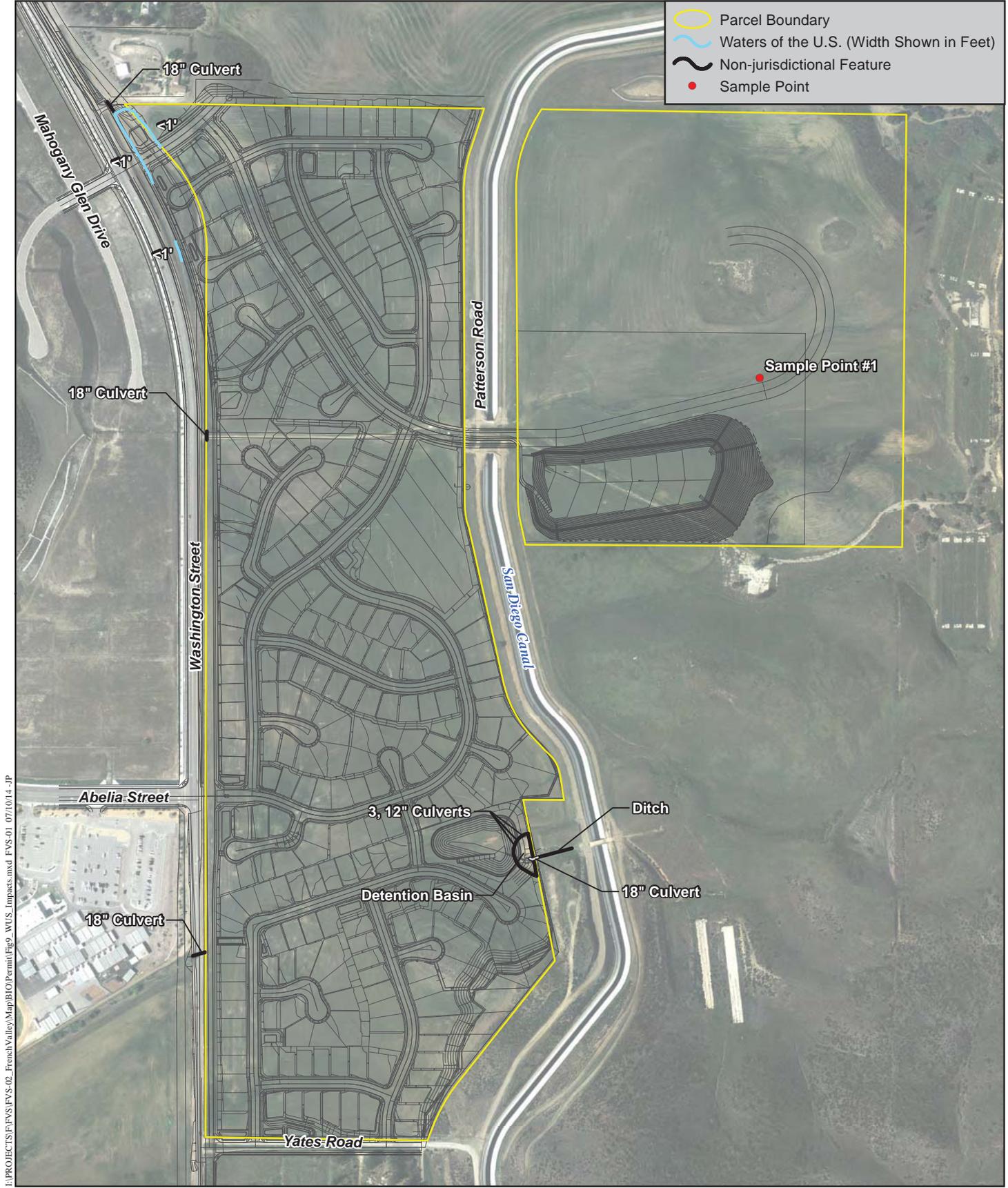


Hall & Foreman, Inc.
Engineering • Planning • Surveying
41951 REMINGTON AVE., SUITE 130 • TEMECULA, CA 92590 • 951-294-9300
PREPARED UNDER THE SUPERVISION OF:
NAME OF ENGINEER R.C.E. XXXXX DATE:

COUNTY OF RIVERSIDE		TRACT 30837-1	
DRAWN BY: A.R.	DESIGNED BY: A.R.	SCALE: 80	DATE: 09/14/12
CHECKED BY: A.J.T.	APPROVED BY: CITY ENGINEER	SHT NO.: 04 of 04	

FVS Partners, LLC
French Valley South Tentative Tract 30837 Project
Certification No. R9-2014-0088

**ATTACHMENT 4
MITIGATION FIGURES**



E:\PROJECTS\FVS\FVS-02_French Valley\Map\BIO\Permit\Fig9_WUS_Impacts.mxd FVS-01_07/10/14-JP

Waters of the U.S./Impacts

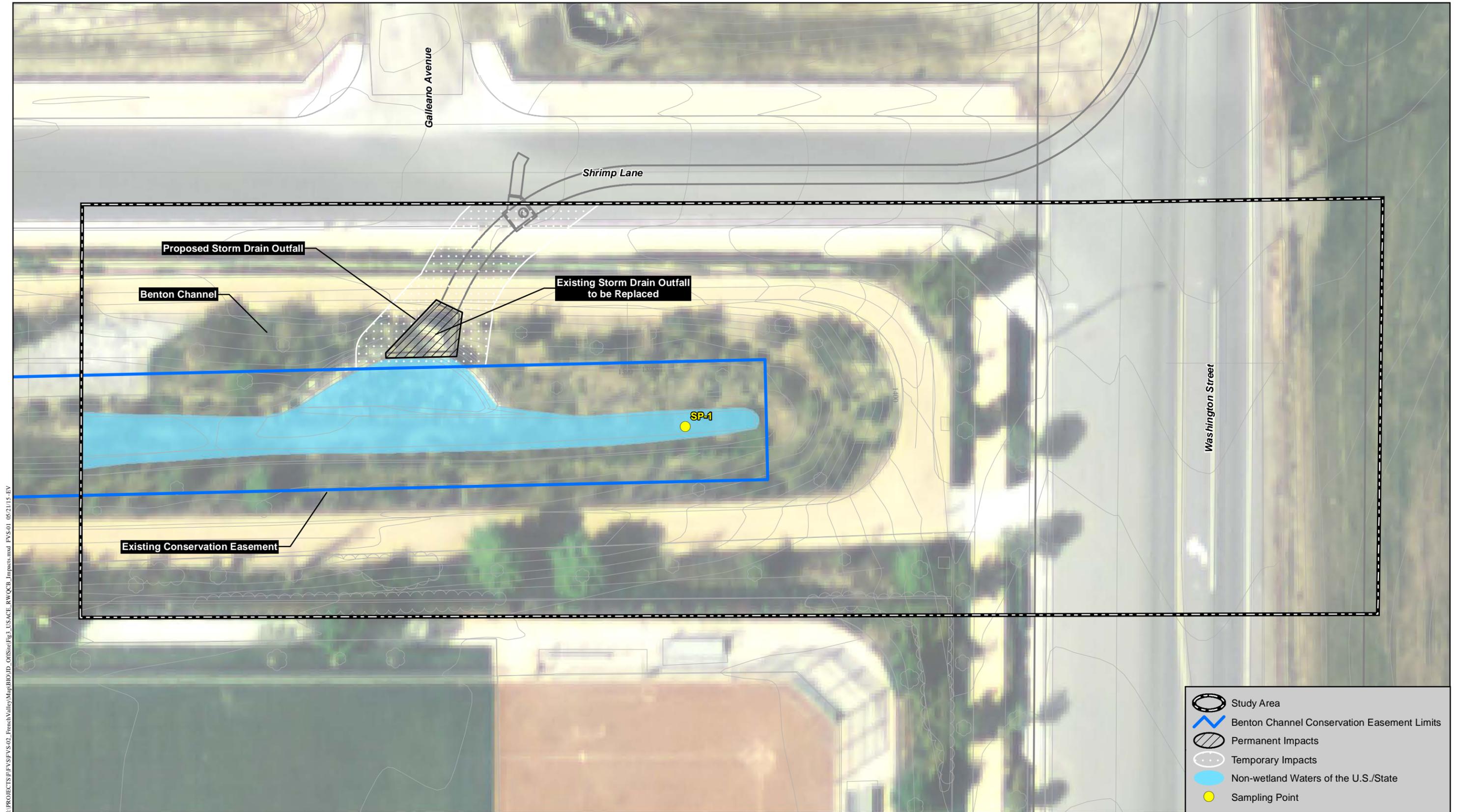
FRENCH VALLEY SOUTH TRACT 30837



E:\PROJECTS\FVPS\FVPS-02_FrenchValleyMap\BIO\Permit\Fig.10_WState_Impacts.mxd FVS-01_07/10/14-JP

Waters of the State/Impacts

FRENCH VALLEY SOUTH TRACT 30837



I:\PROJECTS\FVS\FVS02_FrenchValley\Map\BIO\JD_CW\Site\Fig3_USACE_RWQCB_Impacts.mxd FVS-01 06/21/15-EV

USACE/RWQCB Jurisdiction Impacts

OFF-SITE STORM DRAIN – FRENCH VALLEY SOUTH TRACT 30837

Figure 1 – Relationship of Mitigation Areas to Impact Area within French Valley South Tract 30837

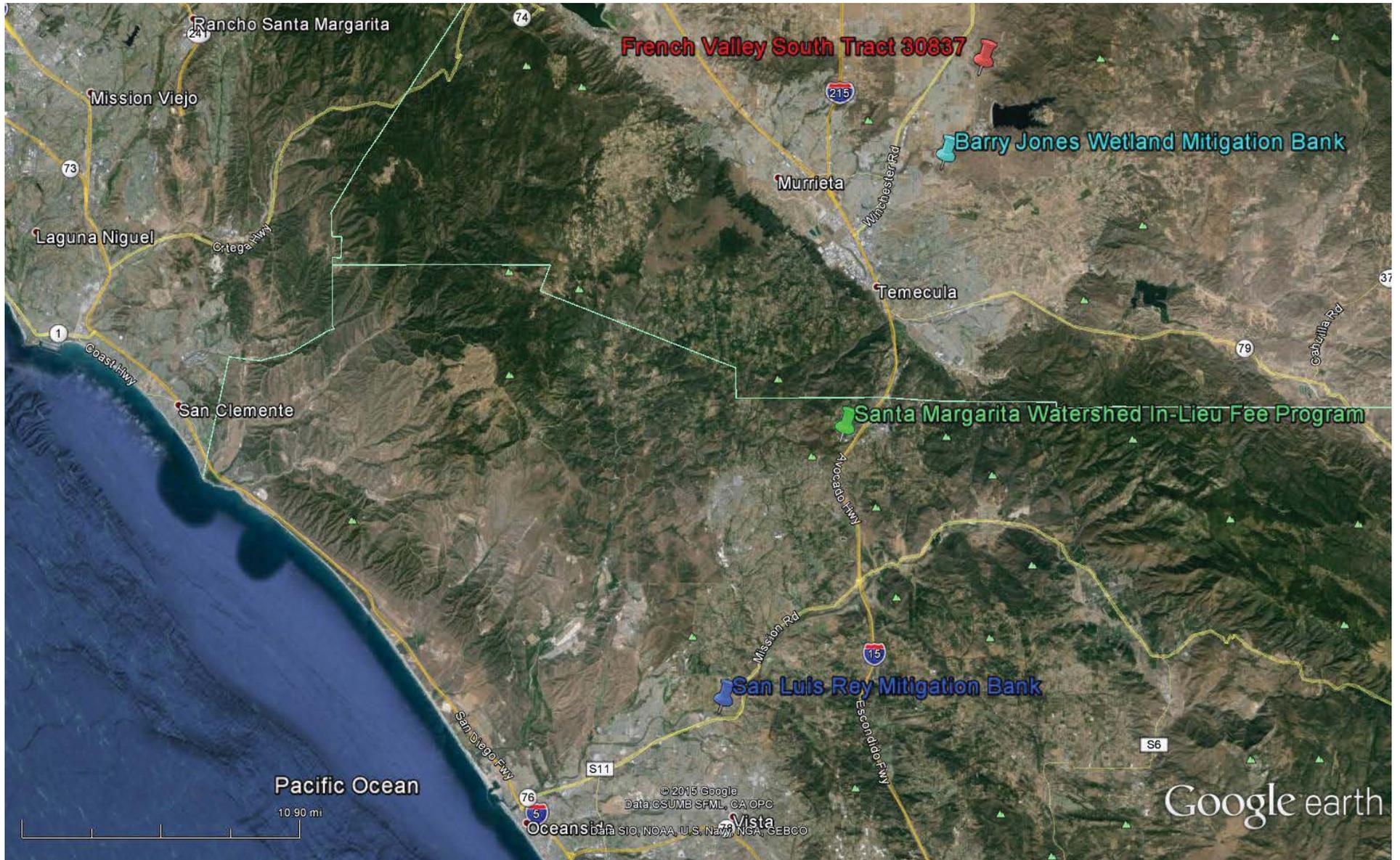
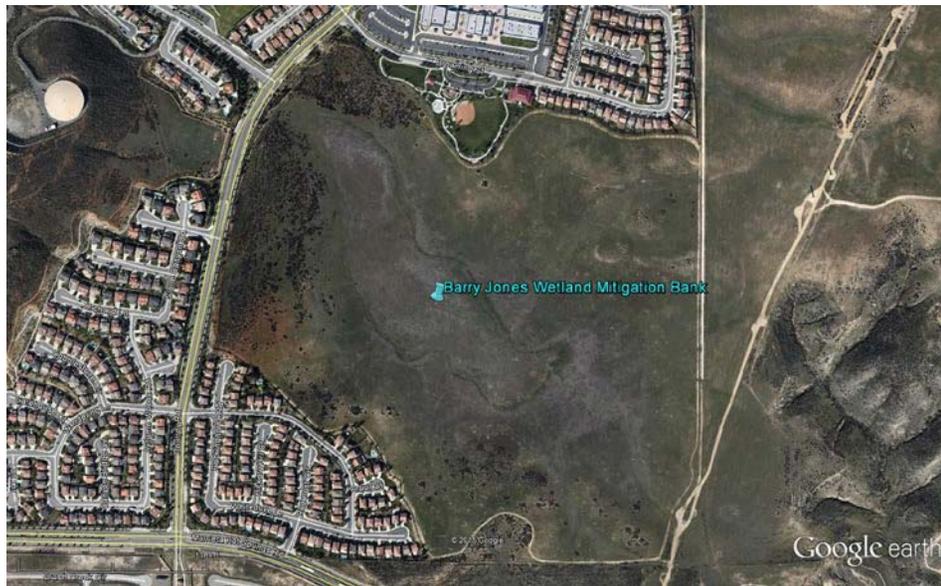


Figure 2 – Existing Resources (Typical) within and Adjacent to Mitigation Areas



**AGREEMENT FOR SALE OF MITIGATION CREDITS
SAN LUIS REY MITIGATION BANK**

[Agency & File No.] TBD

This Agreement is made and entered into this TBD day of TBD, 2015 by and between WILDLANDS SLR HOLDINGS I, LLC (Bank Sponsor) and FVS Partners, LLC (Project Proponent) as follows:

RECITALS

A. Bank Sponsor has developed the San Luis Rey Mitigation Bank (Bank) located in San Diego County, California; and

B. The Bank has been developed pursuant to a Bank Enabling Instrument entered into by and between Bank Sponsor, United States Army Corps of Engineers (USACE), and California Department of Fish and Wildlife (CDFW); and

C. Bank Sponsor has received the approval of the USACE and CDFW to operate the Bank as a mitigation bank with wetland waters of the United States/State credits, waters of the United States/State credits and buffer credits for sale as compensation for the loss of waters of the United States, waters of the State and/or State jurisdictional habitats; and

D. Project Proponent is seeking to implement the project described on Exhibit "A" attached hereto (Project), which would unavoidably and adversely impact [waters of the United States and/or waters of the State] thereon, and seeks to compensate for the such impacts by purchasing 0.01 credits from Bank Sponsor; and

E. Project Proponent has been authorized by the [USACE and/or CDFW] under permit number [File No.] to purchase from the Bank Sponsor [credit type and quantity] credits; and

F. Project Proponent desires to purchase from Bank Sponsor and Bank Sponsor desires to sell to Project Proponent [credit type and quantity] credits.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Bank Sponsor hereby agrees to sell to Project Proponent and Project Proponent hereby agrees to purchase from Bank Sponsor [credit type and quantity] credits (Credits) for the purchase price of \$TBD.00 (Purchase Price). The Purchase Price for said Credits shall be paid by wire transfer of funds according to written instructions by Bank Sponsor to Project Proponent, or by check payable to "Wildlands SLR Holdings I, LLC." Upon receipt of the Purchase Price, Bank Sponsor will deliver to Project Proponent an executed Bill of Sale in the form attached hereto as Exhibit "B."

2. The sale and transfer herein is not intended as a sale or transfer to Project Proponent of a security, license, lease, easement, or possessory or non-possessory interest in real property, nor the granting of any interest of the foregoing.

3. Project Proponent shall have no obligation whatsoever by reason of the purchase of the Credits, to support, pay for, monitor, report on, sustain, continue in perpetuity, or otherwise be obligated or liable for the success or continued expense or maintenance in perpetuity of the Credits sold, or the Bank. As required by law, Bank Sponsor shall monitor and make reports to the appropriate agency or agencies on the status of any Credits sold to Project Proponent. Bank Sponsor shall be fully and completely responsible for satisfying any and all conditions placed on the Bank or the Credits, by all state or federal jurisdictional agencies.

4. The Credits sold and transferred to Project Proponent shall be nontransferable and non-assignable, and shall not be used as compensatory mitigation for any other Project or purpose, except as set forth herein.

5. Project Proponent must deliver the Purchase Price to Bank Sponsor within 30 days of the date of this Agreement. After the 30-day period this Agreement will be considered null and void and Bank Sponsor shall have no further obligations hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

BANK SPONSOR

WILDLANDS SLR HOLDINGS I, LLC.

By: _____

Name:

Its:

PROJECT PROPONENT

FVS PARTNERS, LLC

By: _____

Name:

Its:

Exhibit “A”

**DESCRIPTION OF PROJECT
TO BE
MITIGATED**

Tentative Tract 30837 has been approved to subdivide 98.13 acres on Assessor’s Parcel Number (APN) 476-020-005 into a three-phased development consisting of 312 residential lots. A regional trail will run along Washington Street. A detention basin will also be constructed on 7.9 acres in the southwest corner of APN 472-200-002 to control drainage flows affecting Tentative Tract 30837. The project site and vicinity primarily support routinely disked uplands, including cultivated fields of dryland (non-irrigated) grain crops (wheat or oats), ruderal (weedy) plants and grasses, and occasional scattered native species.

Tentative Tract 30837 was previously permitted in 2004/2005 when the project applicant/permittee was Mr. Paul Garrett of Garrett Holdings, LLC and The Garrett Group. The permits authorized the permanent fill of 0.21 acre of jurisdictional resources, which never occurred subsequent to permit issuance. However, the applicant/permittee did fulfill the compensatory mitigation obligations. The previous permits have expired and minor modifications to the project have been made to meet current hydromodification requirements. Therefore, this submittal represents a request to issue new permits for the modified project.

A formal jurisdictional delineation was performed by HELIX on October 14, 2013. The delineation determined the presence of less than 0.01 acre (118 linear feet) of non-wetland waters of the U.S. subject to the regulatory jurisdiction of the USACE pursuant to Section 404 of the Clean Water Act. The USACE jurisdictional areas are subject to Section 401 Water Quality Certification by the RWQCB as non-wetland waters of State. There are no isolated waters of the State under RWQCB jurisdiction that would be subject to the State Porter-Cologne Water Quality Control Act only.

The project will result in the permanent fill of the entirety (less than 0.01 acre; 118 linear feet) of USACE/RWQCB jurisdiction within the review area.

Exhibit “B”

BILL OF SALE

**Contract # SLR-TBD-TBD
[Agency & File No.] TBD**

In consideration of \$TBD, receipt of which is hereby acknowledged, WILDLANDS SLR HOLDINGS I, LLC (Bank Sponsor) does hereby bargain, sell and transfer to FVS Partners, LLC, 0.01 Acre Re-Establishment Credits, for the French Valley South Tentative Tract 30837 Project, in the San Luis Rey Mitigation Bank in San Diego County, California, developed and approved under the authority of the United States Army Corps of Engineers and California Department of Fish and Wildlife.

Bank Sponsor represents and warrants that it has good title to the Credits, has good right to sell the same, and that they are free and clear of all claims, liens, or encumbrances.

Bank Sponsor covenants and agrees with the buyer to warrant and defend the sale of the Credits hereinbefore described against all and every person and persons whomsoever lawfully claiming or to claim the same.

DATED: _____

WILDLANDS SLR HOLDINGS I, LLC

By: _____

Name:

Its:

**MITIGATION CREDIT
PURCHASE AGREEMENT AND ACKNOWLEDGMENT**

THIS MITIGATION CREDIT PURCHASE AGREEMENT AND ACKNOWLEDGMENT ("Agreement") is entered into this 3rd day of June, 2004 by and between RBV MITIGATION CREDITS, LLC, a California Limited Liability Company ("Seller") and Garrett Holdings, LLC ("Buyer").

RECITALS

A. Pursuant to that certain Memorandum of Agreement Regarding the Establishment, Operation and Use of the Barry Jones Wetland Mitigation Bank dated December 1997 (the "MOA"), by and among Pacific Bay Homes (Seller's predecessor in interest); the California Department of Fish and Game ("CDFG"); the United States Fish and Wildlife Service ("USFWS"); and the U.S. Army Corps of Engineers ("USACOE") (CDFG, USFWS and USACOE are referred to collectively hereinafter as the "Agencies"). The Agencies have acknowledged the creation of the Barry Jones Wetland Mitigation Bank (the "Mitigation Bank") and the right of Seller to sell "Mitigation Credits" as provided therein.

B. Purchaser desires to mitigate the loss of certain wetland habitat values on real property located in Riverside County California commonly known as **French Valley South TTM#30837** (the "Purchaser's Property").

C. Buyer has agreed to purchase from Seller, and Seller has agreed to sell to Buyer **One (1) Mitigation Credit** (the "Conveyed Credits") from the Mitigation Bank on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the agreements and acknowledgments set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer hereby agree and acknowledge as follows:

1. **Purchase Price.** The purchase price for the 1 Mitigation Credits shall be \$50,000.00. The Purchase Price shall be paid in good funds on the Closing Date.

2. **Acknowledgment of Sale.** On the Closing Date, Seller shall deliver a fully executed original of the Acknowledgment of Sale of Mitigation Credits ("Acknowledgment"), a form of which is attached hereto as Exhibit A and such other documents and instruments as may be required by any of the Agencies to evidence and recognize the transfer of the Conveyed Credits to Buyer. Moreover, Seller agrees that to the extent such have not been provided to

Buyer at the closing, then if requested by Buyer subsequent to the closing, Seller will provide such documents and instruments as may be required by any of the Agencies to evidence and recognize the transfer of the Conveyed Credits within thirty (30) days following Buyer's request. The provisions of this Paragraph 2 shall survive the closing and termination of this Agreement.

3. Closing. The closing will occur on or before ~~April 29, 2004~~ ^{June 3, 2004} or such other date to which the Buyer and Seller may mutually agree in writing (the "Closing Date"). The closing shall mean the date that the Purchase Price is delivered to Seller and the fully executed Acknowledgment of Sale of Mitigation Credits is delivered to Buyer. Notwithstanding the foregoing, Buyer may accelerate the Closing Date.

4. AS-IS Sale. Buyer acknowledges and agrees that: (a) it is the Buyer's sole responsibility to determine the acceptance of the Conveyed Credits by the Agencies as mitigation for impacts to wetland values, and any completed sale of any Conveyed Credits shall be final; (b) the purchase and sale of the Conveyed Credits shall be made on an "AS IS, WHERE IS, WITH ALL FAULTS" basis as provided for in the MOA; and c) no representations or warranties have been made or are made and no responsibility has been or is assumed by Seller or by any officer, agent, affiliate, attorney, or representative acting or purporting to act on behalf of Seller as to (i) the mitigation value of the property conveyed to the Agencies in establishing the Mitigation Bank; (ii) the mitigation value or mitigation requirements of Buyer's Property, (iii) the acceptance of the Conveyed Credits by the Agencies or any other governmental agency as mitigation for the loss of habitat values associated with Buyer's Property, or (iv) any other fact or circumstances which might affect the Mitigation Bank, the Buyer's Property, or the Conveyed Credits.

5. Termination. Time is of the essence in this Agreement. In the event the closing does not occur by the Closing Date, Seller, at its election, and in its sole and absolute discretion, by written notice to Buyer, may terminate this Agreement and neither party shall have any further obligations hereunder except as provided in Paragraph 6 below.

6. Brokers. Seller shall pay a commission to McCollum Associates pursuant to the terms of a separate written agreement if and only if the sale closes. Seller and Buyer each represent to the other that it has not had any other contract, agreement or dealings regarding the Conveyed Credits with, nor any communication in connection with the subject matter of this transaction through, any consultant, broker, agent, finder or other person who can claim a right to a consultant fee, commission or finder's fee in connection with the sale contemplated herein. In the event that other consultant, broker or finder makes a claim for a consultant fee or commission or finder's fee based upon any such contract, agreement, dealings or communication, the party through whom such claim is made shall be solely responsible for and shall indemnify, defend, and hold harmless the other party from and against said

commission or fee and all costs and expenses (including without limitation reasonable attorneys' fees) incurred by the other party in defending against such claim. The provisions of this Paragraph 6 shall survive the termination of this Agreement.

7. **Integration.** Buyer and Seller agree that all negotiations, discussions, understandings and agreements heretofore made between them or their respective agents or representatives are merged in this Agreement and the Exhibits attached hereto, and this written Agreement alone fully and completely expresses their agreement with respect to the subject matter hereof and supersedes all prior agreements and understandings between the parties relating to the subject matter of this Agreement. Buyer and Seller further agree that Buyer has no responsibilities or obligations whatsoever regarding the Conveyed Credits or the MOA except as are expressly stated in this Agreement.

8. **Notices.** All deposits and any notice required or permitted to be made or given under this Agreement shall be made and delivered to the parties at the addresses set forth below each party's respective signature. All notices shall be in writing and shall be deemed to have been given when delivered by courier, when transmitted by facsimile (upon confirmation of successfully completed transmission), or upon the expiration of two (2) business days after the date of deposit of such notice in the United States mail, registered or certified mail, postage prepaid.

9. **Attorneys' Fees.** This Agreement shall be governed and construed in accordance with the laws of the State of California and interpreted as if prepared by both parties hereto. In the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, or in the event of any litigation arising out of or related to this Agreement, the party not prevailing in such dispute or litigation shall pay any and all costs and expenses incurred by the other party in establishing or defending its rights hereunder, including, without limitation, court costs, expert witness fees, and reasonable attorneys' fees.

10. **Limited Representations and Warranties.** Seller is a corporation duly formed, presently existing and in good standing under the laws of the State of California, is qualified to transact business in the State of California, and has the power and authority to own, and does own, the Mitigation Credits, and the power and authority to consummate the sale of Conveyed Credits as contemplated by this Agreement. This Agreement and all instruments, including assignment and/or conveyance documents to be executed by Seller in connection herewith are or when delivered to Buyer will be duly authorized, executed and delivered by Seller and will be valid, binding and enforceable obligations of Seller. Neither this Agreement nor any instrument, including assignment and/or conveyance documents to be executed by Seller in connection herewith does now or will hereafter constitute a breach or default or invalidate, make inoperative or interfere with any contract, agreement, right or interest affecting or relating in any manner to the Conveyed Credits. The Conveyed Credits

shall be assigned/conveyed to Buyer at the closing free and clear of all liens or other encumbrances of any type, monetary or non-monetary.

11. Counterparts. This Agreement may be executed and delivered in any number of identical counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

WHEREUPON, this Agreement has been executed as of the date first-above written.

SELLER:

RBV MITIGATION CREDITS, LLC, a California Limited Liability Company

By: *Karin T. Krogius*
Name: Karin T. Krogius

Its: Member

2121 E. Pacific Coast Hwy., Suite 290
Corona del Mar, CA 92625
Attention: Ms. Karin Krogius
Telephone: (949) 640-6002
Fax: (949) 640-6019

PURCHASER:

GARRETT HOLDINGS, LLC

By: *Paul Garrett*

Name: Paul Garrett
Its: Managing Member

43529 Ridge Park Drive
Temecula, CA 92590
Attention: Mr. Paul Garrett
Telephone: (909) 506-6556
Fax: (909) 506-4831

ACKNOWLEDGMENT OF SALE OF MITIGATION CREDITS

The undersigned Seller hereby acknowledges that it has sold and conveyed to GARRETT HOLDINGS, LLC ("Buyer"), one (1.0) wetland mitigation Credit from the Barry Jones Wetland Mitigation Bank. All terms of this conveyance shall be governed by the provisions of the Mitigation Credit Purchase Agreement between Buyer and Seller dated June 3, 2004.

Seller:

RBV MITIGATION CREDITS, LLC,
a California Limited Liability Company

By:


Karin T. Krogius
Its: Member

Dated:

June 4, 2004



Mission Resource Conservation District
990 East Mission Road, Fallbrook, California 92028
P.O. Box 1777, Fallbrook, California 92088-1777

e-mail
missnrcd@tfb.com

te (760) 728-1332
ax (760) 723-5316

February 9, 2005

Paul Garrett
43529 Ridge Park Drive
Tcmecula, CA 92590

Re: Mitigation on the Santa Margarita River

We are in receipt of your check of 4,000.00 for the Santa Margarita Arundo Control Removal Program – Mitigation Program for 0.2 acre. Please consider this your evidence of payment letter.

If you have any questions, we can be reached at (760) 728-1332. Thank-you.

Sincerely,

A handwritten signature in cursive script, appearing to read "Judith Mitchell".

Judith Mitchell
District Coordinator

P.S. Please fax me a copy of the language from your permit explaining the amount of mitigation needed.

CONSERVATION • DEVELOPMENT • SELF-GOVERNMENT