

EXHIBIT 'C'

Part (4)

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COOPERATIVE MANAGEMENT AGREEMENT
for
lands on the
THE *SANTA ROSA* PLATEAU
in southwestern Riverside County

This Cooperative Management Agreement is made and entered into this
16th day of April 1991, by and among The Metropolitan Water District of
Southern California (referred to as "METROPOLITAN" in this Management
Agreement); The Nature Conservancy, a nonprofit Washington, D.C., corporation
("CONSERVANCY"); the Department of Fish and Game of the State of
California ("DEPARTMENT"); the County of Riverside, a political
subdivision of the State of California ("COUNTY"); and the Fish and Wildlife
Service of the United States Department of the Interior ("SERVICE").

This Cooperative Management Agreement ("Management Agreement") is
based on the following representations and statements of purpose:

Purpose

This Management Agreement defines the goals and responsibilities of
the parties in managing and administering certain lands on the Santa Rosa
Plateau, near the City of Temecula, in the southwestern portion of Riverside
County, pursuant to the accompanying LAND USE AND MANAGEMENT
MASTER PLAN ("Management Plan") for the Santa Rosa Plateau, which is
hereby incorporated into this Management Agreement and approved by the
parties, and creates an administrative structure for the parties for carrying out
the Management Plan.

The parties that either currently hold title or anticipate acquiring title
to those lands desire to coordinate the protection, care, regulation,

35 administration, improvement, and management of those lands, as a state

1 ecological reserve, among themselves and with the SERVICE. The parties
2 recognize that their respective interests in those lands are subject to different
3 authorities and policies, but that this Management Agreement is intended by
4 the parties to facilitate cooperation among them to the greatest extent
5 possible.

6 To this end, this Management Agreement and the Management Plan
7 are in furtherance of, are a part of, and are to be construed consistently with,
8 the "Agreement for the Use of Lands on the Santa Rosa Plateau in Mitigation
9 of Habitat Losses Resulting from Facilities of The Metropolitan Water District
10 of Southern California to be constructed in Western Riverside County and
11 Environs" entered into b~ METROPOLITAN, the DEPARTMENT, and the
12 SERVICE ("Mitigation Agreement").

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Authority

16 This Management Agreement is entered into under the following
17 authorities of the parties, among others:

18 **METROPOLITAN:**

19 Sections 74 and 130, Metropolitan Water District Act (Deering's
20 Water Code, Uncodified Acts, Act 9129b); California
21 Environmental Quality Act (§21000 *et seq.*, California Public
22 Resources Code).

23 **DEPARTMENT:**

24 Sections 1580, 1802, and 2052, California Fish and Game
25 Code; Section 21153, California Public Resources Code.

26 **SERVICE:**

27 Fish and Wildlife Coordination Act (16 U.S.C. §661 *et seq.*).
28 Fish and Wildlife Improvement Act (16 U.S.C. §742f).

29 **COUNTY:**

30 Section 25353, California Government Code.

31 **CONSERVANCY:**

32 Articles of Incorporation of The Nature Conservancy, a
33 nonprofit Washington, D.C., corporation.

1 **THEREFORE,**

2 The parties mutually agree as follows

3

4 1. **APPLICATION of MANAGEMENT AGREEMENT** - This
5 Management Agreement applies to the administration and management of
6 the following lands, which are collectively referred to in this Management
7 Agreement as the "Plateau lands":

8 a. Such portions of the CONSERVANCYS existing holdings on
9 the Santa Rosa Plateau, known as the Santa. Rosa Plateau Preserve, as the
10 CONSERVANCY may designate for the purposes of this Management
11 Agreement, irrespective of the ultimate disposition of title thereto. The
12 designation shall become effective whenever the CONSERVANCY gives
13 written notice to all the other parties of the designation and provides them
14 with a written description and map o f the land so designated.

15 b. All, or a portion of, lands commonly referred to as Santa Rosa
16 Springs, and lying within the area described in Part (1) of Exhibit "C" of the
17 Mitigation Agreement, if owned by one or more of the parties to this
18 Management Agreement, except for any portion of those lands owned by
19 METROPOLITAN and held in trust for interim protection pursuant to the
20 requirements of paragraph 2 (Interim Protection of Portions of Santa Rosa
21 Plateau Lands) of the Mitigation Agreement during such time as that portion
22 is under interim protection. While the trust parcels are under interim
23 protection they shall not be subject to this Management Agreement or the
24 Management Plan. At such time as METROPOLITAN makes an election in
25 accordance with paragraph 2 (Interim Protection of Portions of Santa Rosa
26 Plateau Lands) of the Mitigation Agreement to utilize the Plateau lands as
27 mitigation, the trust parcels shall become subject to, and managed in
28 accordance with, this Management Agreement and the Management Plan. If
29 METROPOLITAN does not make that election, then trustee is authorized to
30 dispose of the trust parcels in accordance with paragraph 2 (Interim Protection
31 of Portions of Santa Rosa Plateau Lands) of the Mitigation Agreement.

32 C Other lands in the vicinity, if acquired in the future and if the
33 acquiring party or parties and all the parties to this Management Agreement
34 agree to have those other lands administered and managed in conjunction
35 with the lands described in subparagraphs (a) and (b) of this paragraph.

1 2. **GOALS - The overriding goal of this Management Agreement**

2 is the cooperative management of the Plateau lands described in paragraph (1)
3 as a single ecological unit for the protection, restoration, and maintenance of
4 the quality and diversity of their habitat values. In addition, the
5 CONSERVANCY, COUNTY, DEPARTMENT, AND SERVICE have as an
6 important secondary goal the accommodation and facilitation of research,
7 teaching, nature study and appreciation, historical and cultural interpretation,
9 and similar educational and scientific activities that are appropriate to the
9 Plateau lands.

10

11 3. **COMMON RESPONSIBILITIES** - In accordance with their
12 respective rights, responsibilities, and authority, and in applying their
13 respective expertise, skills, and knowledge, the parties shall do the following:

14 a. Adopt, as needed, project- or site-specific plans governing
15 particular projects on Plateau lands, so long as each is consistent with, and in
16 furtherance of, the Management Plan, this Management Agreement, and the
17 management principles set forth in the Mitigation Agreement. Any such plan
18 shall be adopted only by unanimous approval.

19 b. Promote, develop, screen, review, and approve or disapprove
20 research projects affecting natural and historical resources on Plateau lands

21 c. Enhance public awareness of the natural and historical resource
22 values of the Plateau lands through on- and off-site interpretation.

23 d. Provide for carefully controlled public access for research,
24 teaching, nature study and appreciation, historical and cultural interpretation,
25 and similar educational and scientific activities that are appropriate to Plateau
26 lands. Access shall be provided for these activities only to the extent that they
17 can occur without detriment to plants, wildlife, and their habitats on Plateau
28 lands and to historic structures and cultural artifacts located there. In
29 providing access the parties intend to carry out their responsibilities in a
30 manner intended to obtain the maximum benefit available to them pursuant
31 to Section 831.4 of the Government Code and Section 846 of the Civil Code.
32 Moreover, improvements undertaken by the parties shall be restricted to the
33 following:

34 (A) A residence for the Preserve Manager.

1 (B) Facilities for-the -support and maintenance functions that must
2 be provided on Plateau lands.
3 (C) Minimal facilities that are essential to the safety and comfort of
4 the visiting public.
5 (D) Minimal facilities that provide access, for day use only, to
6 environmentally resilient areas of the Plateau lands and provide for
7 the education and enjoyment of the visiting public.
8 e. Adopt, subject to their respective legal or regulatory authority,
9 rules, regulations, or ordinances governing the conduct of the general public;
10 protecting the plants, wildlife, and their habitats; and assuring the full and
11 proper implementation of the Management Plan (Part (3) of this Exhibit Q on
12 Plateau lands. These rules, regulations, or ordinances may provide that they
13 do not apply to any officer, employee, agent, or contractor of any of the parties
14 while discharging his or her duties or responsibilities pursuant to this
15 Is Management Agreement or any unpaid volunteer authorized by -one of the
16 parties to assist in discharging its responsibilities.
17 f. Adopt, and provide for the enforcement of, any other rule,
18 regulation, or ordinance deemed necessary to govern the use of, and
19 permissible activities on, Plateau lands that are consistent with, or amplify or
20 strengthen, the Management Plan and the management principles set forth
21 in the Mitigation Agreement.
22 9. Conduct their respective programs and otherwise exercise their
23 authority and carry out their responsibilities on the Plateau lands and
24 adjacent lands in a manner intended to protect the **natural and historical**
25 resources of the Plateau lands.

26
27 4. **MANAGEMENT AGREEMENT ADMINISTRATORS** - To
28 carry out this Management Agreement and ensure the coordinated
29 management of the Plateau lands, the parties hereby designate the following
30 as their representatives and administrators for this Management Agreement,
31 ////
32 ////
33 ////
34 ////
35 ////

1 until a successor is appointed and all parties are given notice thereof:
2

3 **The Metropolitan Water District of Southern California:**
4

5 General Manager
6 The Metropolitan Water District of Southern California
7 P.O. Box 54153
8 Los Angeles, California 90054
9

10 **The Nature Conservancy**
11

12 Mr. Steve Johnson
13 Director, Science and Stewardship
14 The California Nature Conservancy
15 785 Market Street, 3rd Floor
16 San Francisco, California 94103
17

18 **Department of Fish and Game:**
19

20 Mr. Fred A. Worthley, Jr.
21 Regional Manager, Region V
22 Department of Fish and Game
23 330 Golden Shore, Suite 50
24 Long Beach, California 90802
25

26 **County of Riverside:**
27

28 Mr. Paul D. Romero
29 Director, County Parks Department
30 P.O. Box 3507
31 Riverside, California 92519
32

33 **U.S. Fish and Wildlife Service:**
34

35 Mr. Brooks Harper
36 Office Supervisor
37 U.S. Fish and Wildlife Service
38 24000 Avila Road
39 Laguna Niguel, California 92656
40

41 5. **MEETINGS** - The parties shall meet at least quarterly until
42 March 1, 1994, and shall meet at least semi-annually thereafter. The
43 CONSERVANCY, or any party who may in the future become the Preserve

1 Manager referred to in paragraph -12(a) (Conservancy Participation) , shall be
2 responsible for convening meetings of the parties and shall preside at all such
3 meetings.
4

5 **6. UNANTICIPATED ACTIONS** - Every party shall be given the
6 opportunity to review and comment on any action proposed to be
7 undertaken by any of the parties on Plateau lands that is not explicitly
8 provided for in the Management Plan or an annual work plan provided for
9 in Paragraph 8 (Annual Budget and Work Plan). If this review and comment
10 cannot be accomplished at a regular meeting of the parties, the party
11 proposing the action shall give written notice of the proposed action to the
12 other parties. The action shall not commence until at least forty-five days
13 have elapsed from the date notice was given. Any party not responding to
14 the notice within the 45-day period shall be deemed to have assented to the
15 action. No action may be proposed that is inconsistent with the management
16 principles set forth in Paragraph 8'(Management Principles) of the Mitigation
17 Agreement or the goals of, and the protection provided by, this Management
18 Agreement and the Management Plan. No action may be undertaken
19 pursuant to this procedure if objected to by any party.
20

21 **7. EMERGENCIES** - The procedure specified in paragraph 6

22 (Unanticipated Actions) does not apply to any emergency in which there

23 exists, or is believed to exist, a threatened or actual loss of habitat values,
24 structures, or facilities on Plateau lands or a threat to public safety on Plateau
25 lands. In the event of such an emergency, the party best situated to respond
26 may take such action as is consistent with the management principles set
27 forth in Paragraph 8 (Management Principles) of the Mitigation Agreement
28 and the goals of, and the protection provided by, this Management
29 Agreement and the Management Plan, and shall give notice thereof to the
30 other parties by any practicable means available as soon as possible after
31 initiating the response to the emergency.
32

33 **8. ANNUAL BUDGET and WORK PLAN** - By unanimous
34 approval, the parties shall adopt an annual operating budget and annual
35 work plan setting forth the particular activities needed to carry out the

1 Management Plan during the ensuing year. The work plan shall consist of at
 2 least all activities relating to natural resource management and interpretation
 3 and historical resource interpretation and may also be used to assign
 4 nonrecurring responsibility to one or more of -the parties accepting
 5 responsibility for carrying out particular activities. To assist the
 6 CONSERVANCY in the preparation of the budget and work plan, each party
 7 shall annually submit a report totaling past, actual, and future estimated
 8 annual receipts and expenditures relating to the Plateau lands. the annual
 9 budget shall reflect the amount of funds then available for expenditure from
 10 all sources, including, but not limited to, income from any endowment
 11 created by a party, earnings from the prior year on money in the special
 12 deposit fund account authorized in paragraph 9(c) (Deposit of Funds), annual
 13 appropriations from the parties, and donations received for the
 14 administration and management of the Plateau lands pursuant to this
 15 Management Agreement.- The budget need not reflect the value of any in
 16 kind services or other non-monetary support provided for the Plateau lands.

17

18 9. DEPOSIT of FUNDS

19 a. COUNTY Funds -All funds appropriated by the COUNTY,
 20 received by the COUNTY as revenue or grants, or donated to the COUNTY
 21 for the administration- and management of Plateau lands, shall be
 22 administered by the COUNTY in a separate trust account established with the
 23 Auditor-Controller of the County of Riverside solely for that purpose. The
 24 COUNTY'S trust account may be audited annually by an auditor selected by.
 25 agreement of the parties, to be paid. for out of the annual budget.

26

b. CONSERVANCY Funds-All funds received by the

27 CONSERVANCY for the administration and management of Plateau lands,

28 **including funds disbursed.** by the DEPARTMENT, as provided in
 29 subparagraph (c), shall be deposited in a budget center account established by
 30 the CONSERVANCY solely for that purpose. The CONSERVANCY'S budget
 31 center account may be audited annually by an auditor selected by agreement
 32 of the parties, to be paid for out of the annual budget.

33

C **Other funds-Except** as provided in subparagraphs (a) and (b) of
 34 this paragraph 9 (Deposit of Funds), all funds granted or donated for the
 35 administration and management of Plateau lands,, including the endowment

1 created by METROPOLITAN pursuant to the Mitigation Agreement and any
2 funds provided by the DEPARTMENT, shall be administered by the
3 **DEPARTMENT**. All funds granted or donated for the administration and
4 management of Plateau lands, other than those specified in subparagraphs (a)
5 and (b) of this paragraph, shall be deposited with the State Controller in a
6 special deposit fund account established by the DEPARTMENT pursuant to
7 Section 16370 of the Government Code. Moneys deposited into the fund shall
8 be segregated into one of two sub-accounts: the habitat management account
9 or the interpretive programs and projects account. All funds consisting of the
10 endowment created by METROPOLITAN pursuant to the Mitigation
11 Agreement shall be deposited in the habitat management account and shall
12 be managed in accordance with and subject to the Mitigation Agreement. The
13 principal amount of the endowment shall not be expended or reduced, but
14 shall be invested to provide income for the protection, restoration, and
15 maintenance of habitat values on the Plateau lands. All moneys in the
16 habitat management account, except the principal amount of the endowment
17 and a 4% inflation factor (which additional amount shall be retained in the
18 account annually), shall be disbursed to the Preserve Manager for expenditure
19 in accordance with the annual operating budget. The Santa Rosa Plateau
20 Management Fund may be audited annually by an auditor selected by
21 agreement of the parties, to be paid for out of the annual budget.
22 METROPOLITAN, the SERVICE, and the DEPARTMENT may jointly
23 substitute a different depository for their funds at any time.

24

25 **10. METROPOLITAN'S PARTICIPATION** - Because of its limited
26 expertise, METROPOLITAN does not assume responsibility for any aspect of
27 the day-to-day administration or management. Of the Plateau lands in which
28 it has or may acquire an interest. However, as a party having interests in the
29 proper management of Plateau lands for their habitat values,
30 METROPOLITAN desires to participate in management decisions with the
31 other parties during at least the initial stages of carrying out this Management
32 Agreement. METROPOLITAN may, at its own initiation, reduce its
33 involvement or withdraw from further participation and surrender all
34 responsibility under this Management Agreement at any time by giving
35 written notice to the other parties. METROPOLITAN shall withdraw from

1 further participation at such time as it no longer has any habitat value units
2 remaining on Plateau lands.

3
4 11. METROPOLITAN'S ENDOWMENT -Notwithstanding
5 paragraph 10 (METROPOLITAN'S Participation), the endowment created by
6 METROPOLITAN pursuant to the Mitigation Agreement remains subject to
7 all requirements of the Mitigation Agreement, regardless of whether
8 METROPOLITAN has withdrawn from participation under this Management
9 Agreement. The parties to -this Management Agreement shall continue to
10 manage the funds provided through METROPOLITAN'S endowment in
11 accordance with those requirements and, in particular, shall use the
12 endowment income only for purposes that are directly related to the
13 protection, restoration, and maintenance of habitat values on the Plateau
14 lands. Aside from creating the endowment, METROPOLITAN shall have no
15 further obligation to contribute directly or indirectly towards any other costs
16 relating to the Plateau lands, except to the extent METROPOLITAN may be
17 determined pursuant. to this Management Agreement to have an obligation
18 to indemnify. The DEPARTMENT and the COUNTY intend to seek
19 additional funds to supplement METROPOLITAN'S endowment for natural
20 resource management.

21
22 12. CONSERVANCY'S PARTICIPATION - The CONSERVANCY
23 agrees to do the following:

24 a. Provide a Preserve Manager for the Plateau lands, with
25 responsibility for day-to-day operations affecting plant, wildlife, and other
26 natural resource values thereon and recruit and train additional staff to assist
27 the Preserve Manager.

28 b. Carry out and administer the Management Plan and annual
29 work they relate plans as to the management of plant, wildlife, and other
30 natural resources and monitor natural resources on all Plateau lands. In the
31 event that a question of interpretation arises concerning a provision of the
32 Management Plan, an annual work plan, or a project- or site-specific plan, the
33 parties agree to defer to the CONSERVANCY for a determination of the
34 meaning thereof. If the CONSERVANCY'S determination does not resolve
35 the question to the satisfaction of all parties, the parties shall attempt to

1 -provide any service or provide for any costs at such time as the
2 CONSERVANCY is no longer a party to this Management Agreement.

3
4 13. **COUNTYS PARTICIPATION** - The COUNTY agrees to do the
5 following.:

6 a. Provide patrol, resource protection, and maintenance services, at
7 an annual cost currently estimated to be \$46,500 for salary, benefits, and
8 equipment, and coordinate responses to emergencies by the COUNTY, the
9 DEPARTMENT, other law enforcement, fire departments, and search and
10 rescue units. Not with standing the foregoing sentence, the COUNTY is not
11 obligated to provide a level of protection to the trust parcel during such time
12 as it remains subject to paragraph 3 (Interim Protection of Portions of Santa
13 Rosa Plateau Lands) of the Mitigation Agreement in excess of the level of
14 services normally provided to unimproved land in unincorporated areas.

15 b. Provide, at such time as funding becomes available to the
16 COUNTY, additional COUNTY employees with responsibility for day-to-day
17 operations affecting the safety and comfort of the visiting public, supervision
18 of the visiting public, and interpretation of the historical resources on Plateau
19 lands.

20 c. Carry out the Management-Plan and annual work plans as they
21 relate to the visiting public-and historic interpretation.

22 d. As funds become available therefor and in consultation with the
23 other parties, design and construct parking, comfort, and picnic facilities
24 serving the visiting public and restorations or replications -of historical
25 structures. In the interim, the COUNTY shall, not later than March 1, 1996,
26 circulate to the parties tentative conceptual plans for all potential facilities.

27 e. Develop and carry out an interpretive program for both the
28 natural and historical resources of the Plateau lands, including recruiting and
29 supervising docents in cooperation with the California Wildlands Program
30 pursuant to the Native Species Conservation and Enhancement Act (§1750 *et*
31 *seq.*, Calif. Fish and Game Code).

32 f. Provide oral information or written orientation materials for
33 visitors to Plateau lands to acquaint them with **rules governing their conduct**,
34 the special needs of sensitive or fragile environments, and personal safety
35 considerations.

1 g. Adhere to all requirements of paragraphs 8 (Management
2 Principles) and 11 (Perpetual Protection) of the Mitigation Agreement, as if it
3 were a party thereto, insofar as it relates to the Plateau lands.

4 h. Provide for the costs of the activities listed in this, paragraph
5 through funds available to the COUNTY. In particular, the COUNTY may fix
6 the amount and collect an admission fee for day-use visitation by the general
7 public as well as fees and charges for other activities occurring on Plateau
8 lands. The amount of the admission fee shall be consistent with the annual
9 COUNTY user fee schedule for park and recreation services and facilities and
10 shall comply with applicable state law and county ordinances and regulations.
11 The fees and charges shall be dedicated solely to meeting the COUNTYS
12 obligations for the protection, care, regulation, administration, improvement,
13 and management of the Plateau lands pursuant to this Management
14 Agreement. Annual wildlife area passes issued by the DEPARTMENT
15 pursuant to the Native Species Conservation and Enhancement Act (§1750 et
16 seq., Calif. Fish and Game Code) shall be valid to authorize entry to Plateau
17 lands on. conditions applicable to the general public without payment of any
18 additional fee by the bearer.

19 L Perform routine maintenance of roads and other facilities and
20 litter abatement.
21

22 **14. DEPARTMENT'S PARTICIPATION** - The DEPARTMENT
23 agrees to do the following:

24 a. Exercise all its powers as trustee over the state's wildlife
25 resources to protect and manage the native species found on Plateau lands.

26 b. Provide additional patrols by wardens, to supplement law
27 enforcement by the COUNTY, and respond to emergencies.

28 c. Issue, pursuant to applicable law and regulations, permits to
29 properly qualified researchers.

30 d. Provide for vegetation manipulation through prescribed
31 burning, or obtain those services through the California Department of
32 Forestry and Fire Protection and provide technical assistance on other aspects
33 of natural habitat management.

34 e. Assist the COUNTY in developing and carrying out an
35 interpretive program for the natural resources of the Plateau lands as part of

1 the California Wildlands Program pursuant to the Native Species
2 Conservation and Enhancement Act (§1750 *et seq.*, Calif. Fish and Game
3 Code), and providing staff in connection therewith at such time as funding
4 and staff are authorized.

5 f. Carry out the common intent of the parties that the Plateau
6 lands be designated and managed as a state ecological reserve under the
7 authority of Sections 1580 through 1585, inclusive, of the Fish and Game
8 Code. Given the cooperative nature of the acquisition and preservation
9 efforts of the parties, the DEPARTMENT agrees to be bound in its
10 management activities by this Management Agreement. Accordingly, the
11 DEPARTMENT shall submit, for adoption by the California Fish and Game
12 Commission pursuant to Section 1580 of the Fish and Game Code such
13 regulations that pertain to the Plateau lands as are in furtherance of, and
14 conform in all respects to, this Management Agreement, after first obtaining a
15 resolution of intent from the Commission to adopt such regulations.

16 g. Provide for the costs of the activities listed in this paragraph
17 through funds available to the DEPARTMENT, seek appropriate budget
18 changes for staff needed in* connection with this Management Agreement,
19 and, in addition, contribute funds, in the amount of at least \$15,000 annually,
20 for deposit in the Santa Rosa Plateau Management Fund in accordance with
21 paragraph 9 (Deposit of Funds).

22

23 15. SERVICE'S PARTICIPATION - The SERVICE agrees to do the
24 following:

25 a. Provide consulting services in biological management.

26 b. Whenever federal laws administered by the SERVICE are

27 involved, the SERVICE may supplement law enforcement by the COUNTY

28 and the DEPARTMENT.

29 C. Review research proposals and make decisions on permits
30 pursuant to applicable laws and regulations, if appropriate.

31 d. Implement this Management Agreement subject to the
32 availability to the SERVICE of appropriated funds.

1 **16. REDUCED FUNDING**

2 a. The parties shall endeavor to obtain funds for carrying out as
3 many provisions of this Management Agreement as feasible. However, the
4 unavailability or reduced availability of funding from any one of the parties
5 shall not operate to suspend or terminate this Management Agreement.
6 Whenever possible, the parties shall reduce the scope of activities to adapt to
7 changes in available funding, rather than terminate or suspend an activity.
8 The parties recognize that the performance of each other under this
9 Management Agreement may, from time to time, be unavoidably curtailed
10 due to lack of funding. g activities must be suspended or terminated', priority
11 shall be given to continuing habitat management.

12 b. Any party that may hold title to any Plateau lands as tenant-in-
13 common hereby waives any right it may have to require any other tenant-in-
14 common to contribute to the costs relating to the management and
15 administration of the Plateau lands proportionately to its respective
16 ownership interest in the Plateau lands. Instead, each tenant-in-common
17 shall 'contribute to those costs in accordance with the specific provisions of
18 this Management Agreement that govern the financial participation of each.
19

20 **17. AMENDMENT PROCESS** – This Management Agreement may
21 be amended by a written ~ amendment approved unanimously by all of the
22 parties. The Management Plan and any annual work plan may be amended,
23 as necessary or desirable to adapt to changed circumstances or to respond to
24 needs identified in the course of monitoring, by a written amendment
25 approved unanimously by all of the parties.

26 a. Any party may propose an amendment by providing a written
27 v copy of the Proposed amendment to the other parties. No amendment shall
28 become effective unless and until it has been approved in writing by all of the
29 parties. The amendment shall take effect upon approval of all parties, unless
30 a later date is agreed to.

31 b. No amendment may be proposed that is inconsistent with the
32 management principles set forth in the Mitigation Agreement or the goals of,
33 and the protection provided by, this Management Agreement.

34 c. Any oral or written understanding that is not incorporated in
35 this Management Agreement, the Management Plan, or an annual work plan

1 by amendment shall be without force or effect to modify the terms thereof or
2 be utilized for the purpose of interpreting any provision thereof.
3

4 **18. DISPUTE RESOLUTION by PARTIES OTHER THAN the**
5 **SERVICE -**

6 aIn the event of a dispute arising under this Management
7 Agreement that does not involve the SERVICE, or in the event that the
8 parties other than the SERVICE are unable to agree on an amendment to this
9 Management Agreement, the Management Plan, or an annual work plan, or
10 other matter for which unanimous agreement -or approval is required, the
11 parties other than the SERVICE shall endeavor to resolve the dispute by
12 using the services of a mutually acceptable -consultant.

13 b. If a consultant cannot be agreed upon, or if the consultant's
14 recommendations are not accepted by those parties, they agree to be bound by
15 the majority decision of a three-member panel, to be selected as follows:

16 (A) One member shall be appointed jointly by those parties who
17 agree with the proposed action.

18 (B) One member shall be appointed by the party who disagrees, or
19 jointly by those parties who disagree, with the proposed action.

20 (C) The third member shall be selected by the other two members of
21 the panel.

22 c. If a member cannot be appointed or selected, any of those parties
23 may petition a court to appoint the member pursuant to Section 12-81.6 of the
24 Code of Civil Procedure.

25 d. This dispute resolution process shall be governed by the
26 California Arbitration Act (Part 3 (commencing with §1280), Title 9, Calif.
27 Code of Civil Procedure). Each party shall be responsible for any fees and
28 expenses of the member of the panel appointed by that party, and the fees and
29 expenses of the third member of the panel shall be shared equally among the
30 parties participating in the dispute resolution process.

31 e. This paragraph 18 shall not be applied to deprive a party to any
32 right created by or arising pursuant* to this Management Agreement or the
33 Mitigation Agreement or to subject that right to the dispute resolution
34 process created by this paragraph.

1 19. APPLICABILITY OF FEDERAL LAW - Notwithstanding any
2 other provision in this Management Agreement, this Management
3 Agreement is subject to, and shall not be interpreted to be inconsistent with,
4 any requirement of the federal Endangered Species Act (16 U.S.C. §1531 et seq.)
5 or any other applicable federal law or regulation.

6
7 20. INDEMNIFICATION -

8 a. Provided that such damage, injury, or death is not caused by the
9 sole negligence of METROPOLITAN, CONSERVANCY, or COUNTY, or their
10 officers, agents, employees, or independent contractors, DEPARTMENT shall
11 indemnify and hold METROPOLITAN, CONSERVANCY, and COUNTY, and
12 their officers, agents, employees, and independent contractors free and harmless
13 from any liability whatsoever, based or asserted upon any act -or omission of the
14 DEPARTMENT, its officers, agents, employees, independent contractors, and
15 subcontractors, relating to property damage, bodily injury, or death, or any other
16 element of damage of any kind or nature, insofar as it may legally do so, relating
17 to or in any wise connected with or arising from the, responsibilities of the
18 DEPARTMENT pursuant to this Management Agreement; and the
19 DEPARTMENT shall defend, at its expense, including attorney *fees*,
20 METROPOLITAN, CONSERVANCY, and COUNTY, and their officers, agents,
21 employees, and independent contractors in any legal action based upon such
22 alleged acts or omissions.

23 b. Provided that such damage, injury, or death* is not caused by the
24 sole negligence of METROPOLITAN, CONSERVANCY, or DEPARTMENT,
25 the COUNTY shall indemnify and hold METROPOLITAN, CONSERVANCY,
26- and DEPARTMENT, their officers, agents, employees, and independent
27 contractors free and harmless from any liability whatsoever, based or asserted
28 upon any act or omission of the COUNTY, its officers, agents, employees,
29 subcontractors, and independent contractors, for property damage, bodily
30 injury, or death or any other element of damage of any kind or nature,
31 relating to. Or in anywise connected with or arising from the responsibilities of
32 the COUNTY pursuant to this Management Agreement; and the COUNTY
33 shall defend, at its expense, including attorney fees, METROPOLITAN,
34 CONSERVANCY, and DEPARTMENT, their officers, agents, employees, and

1 independent contractors in any legal action based upon such alleged acts or
2 omissions.

3 C. The CONSERVANCY shall indemnify and hold
4 METROPOLITAN, DEPARTMENT, and COUNTY, their officers, agents,
5 employees, and independent contractors free and harmless from any liability
6 whatsoever, based or asserted upon any act or omission of the
7 CONSERVANCY, its officers, agents, employees, subcontractors, and
8 independent contractors, for property damage, bodily injury, or death or any
9 other element of damage of any kind or nature, relating to or in anywise
10 connected with or arising from the activities of the CONSERVANCY
11 pursuant to this Management Agreement, except for, and to the extent that,
12 such damage, injury, or death is caused by t' he negligence of
13 METROPOLITAN, DEPARTMENT, or COUNTY, or their officers, agents,
14 employees, or independent contractors; and the CONSERVANCY shall
15 defend, at its expense, including attorney fees, METROPOLITAN,
16 DEPARTMENT, and COUNTY, their officers, agents, employees, and
17 independent contractors in any legal action based upon such alleged acts or
18 omissions.

19 As used throughout this paragraph 20, "officers" includes, but is not
20 -limited to, any person Who is a member of a party's governing body or who
21 exercises executive responsibility.

22
23 21. NON-PARTNERSHIP - If any two or more parties acquire, as
24 tenants-in-common, all or part of the lands commonly referred to as Santa
25 Rosa Springs, those parties expressly elect not to become partners. No
26 provision of this Management Agreement shall be interpreted to -impose a
27 -partnership relationship in either law or equity on any of the parties.
28 Accordingly, no such tenant-in-common shall have any liability for the debt
29 or financial obligation of any other tenant-in-common.

30
31 22. **OPTION** ~- Each party, individually or jointly with another
32 party, has an option to purchase or otherwise acquire the ownership interests
33 of any other party in Plateau lands for the purposes of this Management
34 Agreement before those ownership interests are offered to a party that is not a
35 party to this Management Agreement and to purchase those ownership

1 interests in Plateau lands at a price that does not exceed their value as of the
2 date this Management Agreement was entered into. Any party desiring to
3 *sell*, exchange, or otherwise transfer or convey all or part of *its ownership*
4 interest in the Plateau lands shall give notice thereof to all other parties. Not
5 sooner than two years from giving notice, that party may sell, exchange, or
6 otherwise transfer all or part of its ownership interest in the Plateau lands to
7 any public agency, nonprofit organization, or natural or corporate person that
8 is not a party so long as the transferee agrees, in a writing executed prior to the
9 transfer, to carry out and be subject to all provisions of this Management
10 Agreement and the covenants created pursuant to it, the Management Plan,
11 and the management principles set forth in the Mitigation Agreement. Any
12 attempt to transfer an ownership interest in Plateau lands without first
13 securing the transferee's agreement in accordance with the requirements of
14 this paragraph shall be null and void and *of no force or effect.

15
16 23. PARTITION - Following the partition of any Plateau lands that
17 are held by tenants-in-common, each owner of a partitioned parcel shall
18 continue to hold the partitioned parcel subject to all provisions of this
19 Management Agreement and the covenants created pursuant to it, the
20 Management Plan, and the management principles set forth in the Mitigation
21 Agreement. Any subsequent transfer of a partitioned parcel shall be subject to
22 the requirements of paragraph 22 (Option) and paragraph 24 (Conservation
23 Easement).

24
25 24. CONSERVATION EASEMENT - Any party intending to *sell*,
26 exchange, or otherwise transfer all or part of its ownership interest in the
27 Plateau lands to an entity that is not a party to this Management Agreement
28 Shall, prior to such transfer, do both of the following: (a) execute a
29 conservation easement in favor or one or more of the other parties to this
30 Management Agreement, in a form satisfactory to all the parties, limiting the
31 use of such Plateau lands to a park and natural area preserve; and (b) record
32 such conservation easement in the Official Records of the County of
33 Riverside, California.

1 Any attempt to transfer an ownership interest in Plateau lands without
2 first executing and recording such *conservation easement* shall be null
3 void and of no force or effect.

4 This paragraph 24 does not apply to the trust parcels if disposed of by
5 the trustee, other than pursuant to Paragraph 22 (Option).
6

7 **25. COVENANTS** - This Management Agreement and all of its
8 provisions shall inure to the benefit of, and apply to and bind the successors
9 and assigns of the parties. This Management Agreement, or as many of its
10 provisions as are so recognized in the law, shall constitute a covenant
11 running with the land. Concurrently, with each acquisition of land provided
12 for in this Management Agreement, a true copy of this Management
13 Agreement, together with any exhibits and other ancillary documents shall be
14 recorded with the instrument accomplishing the acquisition.
15

16 **26. TERM of MANAGEMENT AGREEMENT** - This Management
17 Agreement shall become effective on March 16, 1991, and
18 remain in effect for the ensuing five years. This Management Agreement
19 shall be renewed for additional five year periods until such time the parties
20 decide to terminate this Management Agreement. On and after March 1,
21 1996, but not sooner than 60 days after giving notice to the other parties, the
22 CONSERVANCY may withdraw from further participation under this
23 Management Agreement, in which case the remaining parties shall, if
24 necessary, select a replacement Preserve Manager.
25

26 **27. CONSISTENCY** - In the event of any conflict between this
27 Management Agreement and the Mitigation Agreement, the Mitigation
28 Agreement shall prevail, and in the event of any conflict between this
29 Management Agreement and the Management Plan, this Management
30 Agreement shall prevail.
31

32 **28. EXECUTION** - This Management Agreement is executed in
33 five copies, each of which is to be considered an original.

1 29. **AVAILABILITY of FUNDS** --- Implementation of this
2 Management Agreement by the SERVICE shall be subject to the availability
3 the SERVICE of appropriated funds.
4

5 30. **ELECTED OFFICIALS NOT TO BENEFIT** - No member of or
6 delegate to the Congress or resident commissioner shall be entitled to any
7 share or part of this Management Agreement, or to any benefit that may arise
8 from it.
9

10 31. **SEVERABILITY** - If any provision of this Management
11 Agreement is judicially determined or held to be 'invalid for any reason, that
12 invalidity shall not, however, be imputed to any other provision of this
13 Management Agreement that was not so determined or held to be invalid.

THE METROPOLITAN WATER
DISTRICT OF SOUTHERN
CALIFORNIA

By _____
Carl Boronkay
General Manager

Date _____ /

Approved as to form and legality

Fred Vending
General Counsel
The Metropolitan Water District of
Southern California

Date ___ March 27, 1991 _____

THE NATURE CONSERVANCY,
a nonprofit Washington, D.C., corporation

By _____
Steve McCormick
Vice President California Field Office

Date _____

Approved as to form and legality

CONSERVANCY Attorney

Date 3/25/91

DEPARTMENT OF FISH AND GAME,
an agency of the State of California

By _____

[title]

Date. ____ 3-20-91 ____

Approved as to form and legality

Eugene V. Toffoli
Legal Advisor Department of Fish and Game

Date ____ 3-20-91

FISH AND WILDLIFE SERVICE,
of the United States Department of the Interior

BY, _____

Regional Director

[title]

Date _____

COUNTY OF RIVERSIDE,
a political-subdivision of the State of California

By NORTON YOUNGLOVE

Chairman, Board of Supervisors

Date 3-12-91

Attest:

Gerald A. Maloney
Clerk of the Board

BY _____
Deputy

(SEAL)

Date 3-21-91

Approved as to form and legality

Peter H. Lyons
Assistant County Counsel
County of Riverside

Date March 12, 1991