

MEMORANDUM OF AGREEMENT
REGARDING ESTABLISHMENT, OPERATION, AND USE OF
THE SANTA ANA RIVER MITIGATION BANK

THIS AGREEMENT REGARDING ESTABLISHMENT, OPERATION, AND USE OF THE SANTA ANA RIVER MITIGATION BANK is made and entered into on November 29, 1996, by and among the U.S. Army Corps of Engineers ("Corps"), the U.S. Fish and Wildlife Service ("FWS"), the Riverside County Regional Park and Open-Space District ("Riverside County Park"), and the County of Riverside ("County").

RECITALS:

A. Whereas, Five thousand (5,000) acres of riparian habitat along the Santa Ana River are infested with *Arundo donax* (Giant Reed), *Ricinius communis* (castor bean), and *Tamarix spp.* (Tamarisk) as well as other non-native species of vegetation which have replaced native riparian vegetation as shown in Figure 1 of Exhibit A.

B. Whereas, the County owns and the Riverside County Park manages one hundred and seventy four (174) acres of riparian habitat along the Santa Ana River, in Riverside County, California and in furtherance of its management responsibilities, Riverside County Park, in coordination with the Nature Conservancy, has developed a mitigation plan to promote natural revegetation, and restoration of the native quality of habitat for the endangered least Bell's vireo and other native riparian species (Exhibit B).

C. Whereas, the parties believe that a watershed-wide strategy will be necessary to facilitate recruitment and growth of native riparian vegetation by controlling infestation of non-native vegetation including removal of upstream sources of non-native propagules and existing non-native vegetation.

D. Whereas, the parties believe that a regional non-native vegetation removal program will restore and enhance the existing aquatic habitat. Under this agreement, the Riverside County Parks, may restore and enhance up to **174 acres** of non-native vegetation infested riparian habitat for inclusion in the Santa Ana River Mitigation Bank.

E. Whereas, discharge of dredged or fill material into waters of the U.S. including wetlands is regulated under the provisions of Section 404 of the Clean Water Act and administered through a permit program under the auspices of the Corps.

F. Whereas, this Agreement does not in any manner affect statutory authorities and responsibilities of the signatory parties.

G. Whereas, funding to conduct restoration and enhancement activities shall be

provided through the sale of Corps approved credits. Said approved credits may be used for off-site compensatory mitigation for unavoidable impacts to waters of the U.S. in the Riverside County portion of the Santa Ana River watershed which would result from activities authorized by a Department of Army Section 404 permit.

H. Whereas, the parties desire by this Agreement to ensure the creation, restoration, enhancement, operation, and maintenance of riparian habitat as specified in the mitigation plan (Exhibit B), to mitigate impacts to waters of the U.S. including wetlands for projects permitted by the Corps, and in doing so accomplish the following:

- a. Improve riparian habitat along the Santa Ana River as part of Riverside County's Regional Park.
- b. Provide compensation for the unavoidable impacts to waters of the U.S. from projects permitted pursuant to Section 404 of Clean Water Act within the Riverside County portion of the Santa Ana River watershed as approved by the Corps.

NOW, THEREFORE, for and in consideration of the mutual terms and provisions herein set forth, the parties agree to the following:

I. IT IS MUTUALLY AGREED:

A. This Agreement establishes the Santa Ana River Mitigation Bank. Its purpose is to create a mechanism for restoration and enhancement of riparian habitat along the Santa Ana River. The area proposed for restoration and enhancement is shown in Exhibit A, Figure 4. This area consists of 174 acres of non-native vegetation infested riparian habitat along the Santa Ana River, City of Riverside, Riverside County California. The restoration and enhancement of habitat will consist of removal of non-native vegetation by methods described in the mitigation plan (Exhibit B), grading, revegetation, and promotion of natural revegetation to restore the quality of native habitat for the endangered least Bell's vireo. Riverside County Park, at their discretion, may also provide short-term irrigation of restoration and enhancement areas.

B. Credits shall be made available, upon certification by the Corps, to Riverside County Park for restoration and enhancement of riparian habitat performed in accordance with the terms and conditions of this agreement. Restoration and enhancement work may occur in a phased manner as described in the Mitigation Plan (Exhibit B).

C. Additional acreage may be incorporated in the bank area upon written agreement of all signatory parties.

D. The following exhibits are incorporated as appendices to this agreement:

"Exhibit A", Santa Ana River Arundo Infested Areas, Service Area of the SARMB, Aerial photograph of the SARMB.

"Exhibit B", Mitigation Plan for the Santa Ana River Mitigation Bank.

"Exhibit C", Crediting and Debiting Procedure for the Santa Ana River Mitigation Bank (Habitat Evaluation Procedure).

"Exhibit D", Ownership Document for the Santa Ana River Mitigation Bank

"Exhibit E", Sample Account Statement

E. Whereas, the Mitigation Bank Review Team (MBRT) consists of the U.S. Army Corps of Engineers, Los Angeles District (Chair) and the U.S. Fish and Wildlife Service (FWS).

F. That the certified credits will be available for withdrawal for projects requiring compensation under the Section 404 permit requirement as determined by the Corps, in consultation with the EPA and FWS. Availability of credits will be according to the procedures specified in Exhibit C.

G. Credits from the Santa Ana River Mitigation Bank should only be used to mitigate in-kind impacts to aquatic habitat.

H. The Santa Ana River Mitigation Bank will not be considered for mitigation of unavoidable losses to unique wetlands such as, but not limited to, vernal pools.

I. Projects using credits from the Santa Ana River Mitigation Bank for compensation of unavoidable impacts to waters of the U.S. must be located within the Riverside County portion of the Santa Ana River Watershed as shown in Exhibit A, Figure 2.

J. The Santa Ana River Mitigation Bank shall be used to compensate for minimal unavoidable impacts, individually or cumulatively to waters of the U.S. including wetlands. Only Nationwide, regional, and/or individual permits with minimal impacts will be allowed to utilize the bank. Examples of such projects include: roadway widening, maintenance activities (NWP 3) such as placement of riprap for road stabilization, road crossings (NWP 14), bank stabilization for erosion or flood prevention (NWP 13), utility-line backfill and bedding (NWP 12), outfall structures (NWP 7), discharges above headwaters and isolated waters (NWP 26), discharges below head waters with less than minimal individual and cumulative impacts.

II. THE RIVERSIDE COUNTY PARK and/or ITS SUCCESSOR agrees:

A. That the Santa Ana River Mitigation Bank, is a mitigation program to compensate for unavoidable impacts to waters of the U.S. including wetlands in the Riverside County portion of the Santa Ana River watershed as determined by the Corps. Upon satisfaction of the success criteria for the entire bank project area, or any portion thereof, as specified in paragraph VI.B. of this Agreement, credits will be available for debiting, contingent upon approval of the signatories of this agreement. The relative value of credits and debits established in the Santa Ana River Mitigation Bank and the impacted project areas will be determined using the method specified in Exhibit C.

B. To remove non-native vegetation such as *Arundo donax*, *Ricinus communis*, and *Tamarix* spp., from areas indicated in the Mitigation Plan (Exhibit B) and maintain these areas free of these species for a period of twenty (20) years.

C. To plant native seedlings, rooted cuttings and propagules in areas indicated in the mitigation plan (Exhibit B) in a manner simulating natural riparian growth.

D. To obtain any required environmental permits, clearances, or approvals necessary to perform the restoration and enhancement work contemplated by this agreement.

E. To allow access to restored and enhanced mitigation bank areas to all signatory parties for the purpose of inspection and compliance with the terms and conditions of this agreement.

F. That all work shall be performed in accordance with the mitigation plan (Exhibit B) and in areas indicated in said plan.

G. To Perform monitoring of each restored and enhanced block of the mitigation bank area as described below:

a. Perform quarterly inspections of each restored and enhanced block of the mitigation bank area beginning immediately upon completion of the work and further, to provide to all signatory parties with written semi-annual monitoring reports in the first year. Thereafter, monitoring reports shall be submitted on an annual basis for the remainder of the twenty (20) year monitoring period, or until the signatory parties mutually agree to scheduling changes. If Riverside County Park is determined by the Corps to be in non-compliance with the terms and conditions of this agreement, quarterly monitoring reports shall be required until the Corps determines that compliance with this agreement has been re-established. Quarterly monitoring reports shall be submitted to the signatory parties within thirty (30) days after the inspection; semi-annual monitoring reports shall be submitted to the signatory parties within thirty (30) after the second quarterly inspection; and annual monitoring reports shall be submitted to the signatory parties within thirty (30) days after the fourth quarterly inspection in any

given year. All monitoring reports shall include the following detailed information on the status of the areas restored and enhanced:

- (1) A USGS map showing location of the area restored and enhanced and sample plots.
- (2) Photographs of each sample plot at the time of inspection.
- (3) Visual estimate of the percent ground cover by the canopy trees, shrubs, and herbaceous plants, as well as any non-native vegetation species.
- (4) The type of trees planted.
- (5) The number of each species of trees planted.
- (6) The number of trees per acre planted.
- (7) The Survival rate of the planted species.
- (8) The estimates of non-native vegetation regrowth at the time of the monitoring.
- (9) Data concerning the presence, location, and depth of any surface and/or groundwater.

b. Vegetation and bird surveys shall be conducted as described in detail in the mitigation plan (Exhibit B).

H. To maintain accurate written records of all transactions from the mitigation bank. Each time credits are withdrawn or new credits are certified and available for withdrawal, Riverside County Park shall provide the Corps with a current report as shown in the Sample Account Statement (Exhibit E).

I. To notify the Corps and FWS in the event that a threatened, or endangered species is found to be using the mitigation bank area. After such notification, the Corps and FWS shall review and if necessary, modify the future plans for the restoration, enhancement, and maintenance activities.

J. To Perform maintenance activities for twenty (20) consecutive years for each block restored and enhanced by treating reinfested areas according to the mitigation plan (Exhibit B).

K. To retain sufficient funds derived from the selling of credits from the mitigation bank to maintain the areas restored and enhanced for 20 years and perform necessary

remedial actions as described in the Mitigation Plan (Exhibit B). The 20-year maintenance and remedial funds from selling of credits shall be deposited into accounts with County of Riverside to be managed by the Riverside County Treasurer and Tax Collector as non-budgetary, interest bearing accounts.

Riverside County Parks agrees to maintain 3% from the sale of each credit in a non-budgetary interest bearing account for a period of 20 years, as a Contingency Fund. This fund is to be used by Riverside County Parks, or a third party designated by the Corps, in the event Riverside County Parks fails to rectify any unforeseen event damaging any area restored or enhanced, except those stated in the Force Majeure (Section VI.E.). The Contingency Fund shall be used only with consent of the MBRT during the 20-year maintenance and monitoring period. At the end of the 20-year maintenance and monitoring period, any funds remaining may be used by Riverside County Parks at its discretion. Riverside County Park also agrees to maintain sufficient funds from the sale of each credit for maintenance activities in a non-budgetary interest bearing account for a period of 20 years, as an Operation and Maintenance Fund (O & M Fund). Between years 6 and 20, if Riverside County Park spends greater than an average of \$2,000/acre restored and enhanced of the O & M Fund for maintenance activities in a given year, they will meet with the MBRT to discuss the need for adjustments to the budget. All dollar amounts shall be discounted to 1997 dollar values. Any revenues generated from the sale of credits above that necessary for the 20-year maintenance and remedial (contingency) actions shall be used at the discretion of the County.

If Riverside County Parks ceases to exist, or the mitigation bank is operating at a deficit, the MBRT and the County will meet to determine a successor and/or a plan for future management of the areas restored and enhanced and the remaining revenue from sale of credits from the mitigation bank. On an annual basis, for the 20-year maintenance and remedial period, Riverside County Park shall provide a financial statement (including the remaining funds in the account and all the expenditure during a given year) to the Corps for review by the MBRT. In the event available funds are not sufficient for the remainder of the maintenance and remedial period, sale of credits shall cease upon written notice to Riverside County Park provided by the Corps, and the MBRT and the County will meet to decide future management actions.

L. Riverside County Park shall not:

1. Use or authorize use of the areas restored and enhanced within the mitigation bank for any purpose which interferes with its use as a wildlife habitat other than those uses specified in Section II.L.3.(a) and (b) of this Agreement.
2. Erect any permanent structures, in the areas restored and enhanced, except those structures specified in the mitigation plan and Section II.L.3.(a) and (b).
3. Construct picnic areas, campgrounds, or other permanent recreational facilities or structures of the Regional Park in areas restored and enhanced except as

authorized below:

(a) Type of uses permitted without further review and approval from the Corps and FWS:

- (1) Hiking or equestrian trail(s);
- (2) Viewing and overlook areas;
- (3) Interpretive signs; and
- (4) Habitat-related educational activities.

(b) Type of uses permitted in the mitigation bank area subject to further review and approval by the Corps, in consultation with FWS:

- (1) Nature center or other similar structures;
- (2) Bridges;
- (3) Research activities;
- (4) Bicycle trails;
- (5) Picnic areas and overnight camping; and
- (6) Construction or replacement of underground improvements in the restored and enhanced areas without replacing vegetation disturbed by construction in accordance with the mitigation plan.

(c) Types of uses which are prohibited:

- (1) Off-road vehicle use;
- (2) Playing fields or other similar recreational uses;
- (3) Grading, excavation, or any other unauthorized construction activities except for grading, excavation, or construction necessary to implement the mitigation plan (Exhibit B) and uses stated in Section II.L.3(a) and (b); and
- (4) Grazing.

III. The Riverside County Agrees:

A. To preserve the mitigation bank areas restored and enhanced as open space in perpetuity (Exhibit D).

B. The County shall not:

(1) Grant additional easement(s), right of way(s), or any other property interest in or to the project areas without the written consent of the Corps.

(2) Use or authorize use of the areas restored and enhanced within the bank for any other purposes which interferes with its conservation purposes, other than those specified in Section II.L.3.(a) and (b).

IV. The Corps agrees:

A. To annually determine the mitigation credits available for use and sale in connection with the mitigation bank. The Corps' determination of the available mitigation credits shall be made in consultation with the FWS pursuant to the procedures set forth in Exhibit C.

B. To assess the "relative value" of credits (functions in the mitigation bank as defined in Exhibit C) within each block of the bank, or any portion thereof. Similarly, the Corps will assess the "relative values" of debits (functions proposed to be impacted by an authorized activity). The Corps, in consultation with the FWS, will make all determinations of the appropriate compensatory mitigation ratios required from the bank to mitigate the lost functions of the waters of the U.S. including wetlands impacted. The determination of mitigation ratios will be described in any Public Notice or Pre-Discharge Notification which may be required. Once Riverside County Park and an applicant receive written notification from the Corps of the required mitigation ratio, a transaction may proceed. The credits available in the mitigation bank will be dependent on the stage of the project. As indicated in Section VI.C., credits may have partial value during the initial five-year period.

C. To make every effort to review, approve or disapprove project plans regarding the restoration and enhancement contemplated by this agreement, monitoring reports, and necessary permits for the Santa Ana River Mitigation Bank in a timely manner (Process applications for individual permits in <120 days from the date of receipt of a complete application).

D. To perform annual compliance visits along with the FWS representatives (if they are available) to assess the "relative value" of credits available for withdrawal from the mitigation bank, and recommend corrective measures, if any, for the first five (5) years of the mitigation bank establishment.

E. To audit the account established pursuant to Section I.K. at its own cost and expense, upon reasonable written notice to the Riverside County Park and the Riverside County Treasurer and Tax Collector.

V. The FWS agrees:

A. To perform consultations pursuant to Section 7 of the Endangered Species Act (ESA), in accordance with the timelines and guidelines established under 50 CFR Part 402, when initiated by the Corps for any necessary permits or other approval required to implement the restoration and enhancement activities contemplated by the agreement.

B. If available, to perform annual compliance visits with the Corps representatives to assess the "relative value" of credits available for withdrawal from the mitigation bank and recommend corrective measures, if any, for the first five (5) years of the mitigation bank establishment.

C. To review and provide comments in a timely manner on Public Notices and Pre-Discharge Notifications for proposed projects using the mitigation bank.

VI. Other Provisions.

It is further mutually agreed:

A. That a mutually acceptable procedure has been developed for the evaluation of credits and debits as set forth in Exhibit C. This procedure will be used by the Corps, in consultation with FWS, to determine compensation ratios for projects seeking to use the bank area for mitigation of unavoidable impacts to waters of the U.S. This evaluation procedure may be modified or revised as necessary but only upon written consent of all signatory parties.

B. Success Criteria. The following criteria will be used to assess success of the Santa Ana River Mitigation Bank:

Time from start of Activities	Criteria
Year 1-2	The project area is treated for removal of non-native vegetation (<i>Arundo donax</i> , <i>Ricinus communis</i> , and <i>Tamarix</i> spp.). Non-native vegetation on site consists of less than 30% of the total vegetation. Necessary grading, irrigation lines as specified in the mitigation plan (Exhibit B) have been installed. Revegetation with native riparian vegetation has initiated using species listed in the mitigation Plan (Exhibit B). The areas where resprouts are occurring are being actively treated for removal.
Year 3	Non-native vegetation consist of less than 15% of the total vegetation on site. Successful growth of native riparian vegetation including the herbaceous, shrub and tree species as listed in the mitigation plan (Exhibit B) are present.
Year 4 - 5	Area containing less than 5% exotic vegetation and showing a start of a canopy development, with shrub and herbaceous understory. Bird surveys show the presence of indicator species such as Cooper's hawk, and Yellow Breasted Chat using the mitigation site for foraging, shelter, or nesting.

The success criteria may be modified due to occurrences of events beyond the control of the Riverside County Park as described in Section VI.E. Modification of the success criteria shall be achieved through written consensus of all signatory parties.

C. The amount of acreage restored and enhanced, at a given time, in the Santa Ana River Mitigation Bank shall be at the discretion of Riverside County Park. Upon completion of a restored and enhanced block in accordance with the mitigation plan and upon satisfaction of appropriate success criteria as defined in Section VI.B., credits (acreage) shall be certified by the Corps. Credits will have partial value during the initial five year period as specified below:

End of Year 1	up to 20% of the total mitigation bank area (35 acres),
End of Year 2	up to 40% of the total mitigation bank area (70 acres),
End of Year 3	up to 60% of the total mitigation bank area (105 acres),
End of Year 4	up to 80% of the total mitigation bank area (140 acres),
End of Year 5	up to 100%.of the total mitigation bank area (174 acres).

D. If the Corps determines that the Riverside County Park is not in compliance with the conditions of this Agreement, Riverside County Park shall be notified in writing and corrective measures may be required by the Corps. Furthermore, the frequency of monitoring shall be increased from yearly to quarterly until corrective actions are implemented. If corrective actions are not fully implemented within one year of receipt of written notification of non-compliance or any time period deemed appropriate by the Corps, withdrawal of credits shall cease. If withdrawal of credits is halted, the MBRT and the County shall meet to determine future management of the areas restored and enhanced as well as expenditure of the remaining funds.

E. Force Majeure Clause.

1. Riverside County Park shall be responsible to maintain and remediate the Santa Ana River Mitigation Bank (any portion of credits withdrawn from the bank) except occurrence of certain catastrophic events, events of Force Majeure or unlawful acts as defined below.

2. Definitions

a. Catastrophic Event shall mean an event, such as a spill of hazardous or toxic substance, the impact of a vehicle or falling aircraft, or a fire, which has a material and detrimental impact on the quality of native vegetation, soils, or wildlife of the mitigation bank and over which the Property owner (County) and Property Manager (Riverside County Park) has no reasonable control.

b. Force Majeure shall mean war, insurrection, riot or other civil disorders, flood, earthquake, fire, governmental restriction or the failure by authority, or any injunction, which has a material and detrimental impact on the Santa Ana River mitigation Bank; provided, however, that (1) a riot or other civil disorder shall constitute an event of Force Majeure only if the event has broad regional impacts and is not endemic to the Santa Ana River Mitigation Bank and its immediate locale, (2) a flood shall be considered an event of Force Majeure only if it is greater than a presently projected 100-year flood, where "flood" refers to a runoff event, (3) an earthquake shall constitute an event of Force Majeure only if the ground motion it generates at the Santa Ana River Mitigation Bank is greater than that presently projected from an earthquake with a return period of 475 years, (4) disease shall constitute an event of Force Majeure only if such event has broad regional impact

and is not endemic to the Santa Ana River Mitigation Bank and its immediate locale, and (5) governmental restriction or the failure by any governmental agency to issue any requisite permit or authority, or any injunction or other enforceable order of any court of competent jurisdiction shall not constitute an event of Force Majeure unless there is no other feasible means of remediation.

c. Unlawful Act shall mean the unlawful act of another and shall include, an event or series of events, such as the intentional dumping within the Santa Ana River Mitigation Bank or its tributaries of a hazardous toxic substance, or the discharge of such a substance by any person or entity other than Property Owner (County) or the Property Manager (Riverside County Park) in violation of a statute, ordinance, regulation or permit, which event or series of events has a material and detrimental impact on the water quality, native vegetation, soils or wildlife of the Santa Ana River Mitigation Bank.

3. Notwithstanding the foregoing, subject to availability of funds as specified in Section VI.P., Riverside County Park shall not be relieved from the obligation to maintain and remediate the Santa Ana River Mitigation Bank by reason of any such discharge which occurs as a result of normal non-catastrophic activities. In case of occurrence of a catastrophic event, events of Force majeure, or unlawful acts. Riverside County Park, County, and the MBRT shall meet to discuss the future course of action and management of the Santa Ana River Mitigation Bank (areas where credits have been withdrawn) and shall continue their obligation to the extent practicable using the remaining funds in the account.

F. Unless otherwise specified in this Agreement, resolution of disputes between members of the MBRT over appropriate use of the mitigation bank or over interpretation of the Agreement will occur according to the procedures outlined in Section II.C.6. of the Federal Guidance for the Establishment, Use, and Operation of Mitigation Banks, dated November 28, 1995.

G. This agreement shall not make or be deemed to make any party to this Agreement the agent for or the partner of any other party.

H. Any notice permitted or required by this Agreement shall be delivered personally to the persons set forth below or shall be deemed given five (5) days after deposit in the United States mail, certified and postage prepaid, return receipt requested and addressed as follows or at such other address which any party may from time to time notify each of the other parties, in writing: (1) Riverside County Park, General Manager, 4600 Crestmore Road, P.O. Box 3507, Riverside, CA 92519; (2) County of Riverside, Chief Executive Officer, 4080 Lemon Street, 12th Floor, P.O. Box 1385, Riverside, CA 92501; (3) U.S. Army Corps of

Engineers, Regulatory Branch, 911 Wilshire Blvd., Los Angeles, Ca 90017-3401; (4) U.S. Fish and Wildlife Service, Carlsbad Field Office, 2730 Loker Avenue West, Carlsbad, Ca 92008.

I. If any action at law or equity, including any action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, all parties to the litigation shall bear their own attorney's fees and costs. Notwithstanding the foregoing, the attorney's fees and costs recoverable against the United States, however, shall be governed by applicable Federal law.

J. No member of or delegate to the United States Congress or Federal Resident Commissioner, shall be entitled to any share or part of this Agreement, or to any benefit that may arise from it.

K. This Agreement may be executed in any number of duplicate and counterpart originals. A complete original of this agreement containing original signatures of each of the parties shall be circulated to each of the parties by Riverside County Park, and a complete original of this Agreement shall be maintained in the official records of each of the parties hereto.

L. This Agreement shall not create the public or any member thereof as a third beneficiary hereto, nor shall it authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damages pursuant to the provisions of this Agreement. The duties, obligations, and responsibilities of the parties to this Agreement with respect to third parties shall remain as otherwise provided by law.

M. This Agreement has been executed on the day set by each signature attached hereto and shall become effective on the day and year first above written.

N. This agreement may be amended only with the written consent of each of the parties hereto.

O. This agreement supersedes any and all other agreement, either oral or in writing between the parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements among them with respect to said matters, and each party acknowledges that no representation, inducement, promise or agreement, oral or otherwise, has been made by any other party or anyone acting on behalf of any party which is not embodied herein.

P. Implementation of this agreement by Riverside County Park shall be subject to the availability of funds. Under no circumstances shall Riverside County General Funds be used to implement the terms and conditions of this agreement.

U.S. ARMY CORPS OF ENGINEERS

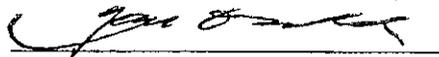
DATED: _____



Robert L. Davis
Lieutenant Colonel,
Corps of Engineers
District Engineer

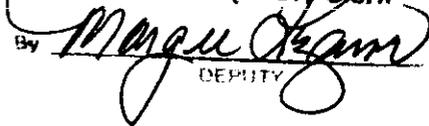
RIVERSIDE COUNTY REGIONAL
PARK & OPEN-SPACE DISTRICT

DATED: FEB 11 1997



James A. Venable
Chairperson, Board of Directors

ATTEST:
GERALD A. MALONEY, Clerk

By 
DEPUTY

Facsimile Signature
affixed by Clerk per
Sec. 25103 Gov. Code

K. Watts-Bazay

FORM APPROVED
COUNTY COUNSEL

JAN 16 1997

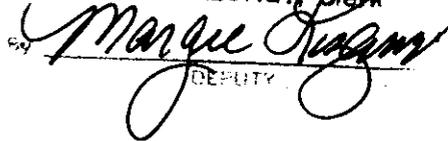
COUNTY OF RIVERSIDE

DATED: FEB 11 1997



ROBERT A. BUSTER
Chairperson, Board of Supervisors

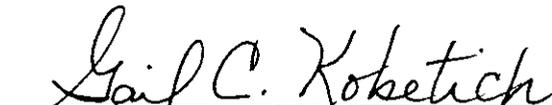
ATTEST:
GERALD A. MALONEY, Clerk

By 
DEPUTY

Facsimile Signature
affixed by Clerk per
Sec. 25103 Gov. Code

U.S. FISH AND WILDLIFE SERVICE

DATED: 11.21.96



Gail Kobetich
Field Supervisor