



NOTICE OF EXEMPTION

TO: Office of Planning and Research
1400 Tenth Street, Room 222
P.O. Box 3044
Sacramento, CA 95814

FROM: Department of Parks and Recreation
Inland Empire District
17801 Lake Perris Drive
Perris, CA 92571

PROJECT TITLE: Pulte Property Acquisition, Chino Hills SP (13/14-IE-12)

LOCATION: Chino Hills State Park

COUNTY: Orange

DESCRIPTION OF THE NATURE AND PURPOSE OF PROJECT:

State Parks is acquiring 16 acres of land from Pulte Homes in an area along the southern boundary of Chino Hills State Park in Yorba Linda, just west of Rim Crest Drive. Pulte Homes will prepare a boundary survey and install fencing prior to acquisition. Pulte will provide approximately \$200,000 for an endowment.

DPR-approved standard project requirements have been incorporated into this project. A copy of these requirements may be obtained by submitting a request to the project Environmental Coordinator listed below.

PUBLIC AGENCY APPROVING THE PROJECT: California Department of Parks and Recreation

NAME OF DIVISION OR DISTRICT CARRYING OUT THE PROJECT: Inland Empire

EXEMPT STATUS:

- Declared Emergency (Section 15269(a))
- Emergency Project (Section 15269(b) and (c))
- Statutory Exemption (Section)
- Categorical Exemption

Class: 13, 16 Section(s): 15313 15316

REASONS WHY PROJECT IS EXEMPT: No potential for significant impact to the environment is anticipated in compliance with CEQA §15300.2. If the project is implemented as indicated within the project description including comments provided by CDPR specialists, then it is exempt under CEQA §15313 - Acquisition of Lands for Wildlife Conservation Purposes and §15316 – Transfer of Ownership of Land. The action falls under the Departmental List of Exempt activities according to CEQA §15300.4 as:

- Acquisition of lands as an addition to the State Park System for wildlife conservation purposes (lands in a natural condition and which may be actively managed to promote wildlife) (Class 13, Section 15313); and
- Acquisitions of contiguous properties (Class 16, Section 15316)

CONTACT: Larrynn Carver, District Environmental Coordinator
California Department of Parks & Recreation
Inland Empire District Headquarters
17801 Lake Perris Drive
Perris, CA 92571

PHONE NO.: (951) 453-4139
EMAIL: lcarver@parks.ca.gov

Kelly Elliott
District Superintendent, Inland Empire District

5-15-14

Date

PROJECT EVALUATION (PEF)

PROJECT CONCEPT

PROJECT TITLE Pulte Acquisition		PARK UNIT NAME Chino Hills State Park
DISTRICT NAME Inland Empire		FACILITY NO. 508
PROJECT MANAGER Enrique Arroyo	PHONE NO. (951) 453-6848	EMAIL Enrique.Arroyo@parks.ca.gov
DISTRICT PROJECT MANAGER Ryann Gill	PHONE NO. (951) 780-6222	EMAIL Ryan.Gill@parks.ca.gov
PROJECT BID DATE	CONSTRUCTION START DATE	FUNDING SOURCE

PROJECT DESCRIPTION

State Parks is acquiring 16 acres of land from Pulte Homes in an area along the southern boundary of Chino Hills State Park in Yorba Linda, just west of Rim Crest Drive. Pulte Homes will prepare a boundary survey and install fencing prior to acquisition. Pulte will provide approximately \$200,000 for an endowment.

DOCUMENTS ATTACHED

- 7.5 minute (quad) map of project area (**Required**)
 - Site Map (**Required** - Scale should show relationship to existing buildings, roads, landscape features, etc.)
 - DPR 727 Accessibility Review and Comment Sheet (**Required** – Attach DPR 727 or emailed project exemption from the Accessibility Section.)
 - Graphics (Specify - photos, diagrams, drawings, cross-sections, etc.):
 - Other (Specify):
- Exhibit A: Proposal Memo
Exhibit B: Legal Description
Exhibit C: Donation Agreement - draft
Exhibit D: Plotted Easements

REGULATORY REQUIREMENTS

IS AN APPLICATION, PERMIT, OR CONSULTATION REQUIRED?	YES	MAYBE	NO	CONTACT
Coastal Development Permit	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
DFG Stream Alteration Permit	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
State & Federal Endangered Species Consultation	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Corps of Engineers 404 Permit	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
RWQCB or NPDES Permit	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
DPR Right to Enter or Temporary Use Permit	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
PRC 5024 Review	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Americans with Disabilities Act	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Stormwater Management Plan	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Encroachment Permit (Specify Agency):	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other (Specify):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMMENTS:

PROJECT EVALUATION (PEF)

PCA No. _____

DEPARTMENT POLICY COMPLIANCE

	YES	NO
HAS A GENERAL PLAN BEEN APPROVED FOR THE UNIT?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If YES, is the project consistent with the GP?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If NO, what is the project justification?		
Is it a temporary facility? (No permanent resource commitment)	<input type="checkbox"/>	<input type="checkbox"/>
Health and Safety?	<input type="checkbox"/>	<input type="checkbox"/>
Is it a Resource Management Project?	<input type="checkbox"/>	<input type="checkbox"/>
Is it repairing, replacing, or rehabilitating an existing facility?	<input type="checkbox"/>	<input type="checkbox"/>
 IS THE PROJECT WITHIN A CLASSIFIED SUBUNIT?		
Natural Preserve	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Cultural Preserve	<input type="checkbox"/>	<input checked="" type="checkbox"/>
State Wilderness	<input type="checkbox"/>	<input checked="" type="checkbox"/>
 IS THE PROJECT CONSISTENT WITH THE DEPARTMENT'S CULTURAL RESOURCE MANAGEMENT DIRECTIVES?	<input type="checkbox"/>	<input type="checkbox"/>
 IS THE PROJECT CONSISTENT WITH THE DEPARTMENT'S OPERATIONS MANUAL CHAPTER 0300?	<input type="checkbox"/>	<input type="checkbox"/>

COMMENTS:

SUPERINTENDENT PROJECT CONCEPT APPROVAL OR DESIGNEE	TITLE	DATE
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RESOURCES

Explain all 'Yes' or 'Maybe' answers in the "Evaluation and Comments" section (reference by letter and number). Attach additional pages, if necessary.

YES	MAYBE	NO	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A. EARTH – WILL THE PROJECT:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. Create unstable soil or geologic conditions?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. Adversely affect topographic features?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	3. Adversely affect any unusual or significant geologic features?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	4. Increase wind or water erosion?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	5. Adversely affect sand deposition or erosion of a sand beach?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6. Expose people, property, or facilities to geologic hazards or hazardous waste?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	7. Adversely affect any paleontological resource?

YES	MAYBE	NO	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	B. AIR – WILL THE PROJECT:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. Adversely affect general air quality or climatic patterns?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. Introduce airborne pollutants that may affect plant or animal vigor or viability?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	3. Increase levels of dust or smoke?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	4. Adversely affect visibility?

YES	MAYBE	NO	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	C. WATER – WILL THE PROJECT:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. Change or adversely affect movement in marine or fresh waters?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. Change or adversely affect drainage patterns or sediment transportation rates?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	3. Adversely affect the quantity or quality of groundwater?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	4. Adversely affect the quantity or quality of surface waters?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	5. Expose people or property to flood waters?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6. Adversely affect existing or potential aquatic habitat(s)?

PROJECT EVALUATION (PEF)

PCA No. _____

YES	MAYBE	NO	D. PLANT LIFE – WILL THE PROJECT:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. Adversely affect any native plant community?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. Adversely affect any unique, rare, endangered, or protected plant species?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	3. Introduce a new species of plant to the area?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	4. Adversely affect agricultural production?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	5. Adversely affect the vigor or structure of any tree?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6. Encourage the growth or spread of alien (non-native) species?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	7. Interfere with established fire management plans or practices?

YES	MAYBE	NO	E. ANIMAL LIFE – WILL THE PROJECT:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. Adversely affect any native or naturalized animal population?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. Adversely affect any unusual, rare, endangered, or protected species?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	3. Adversely affect any animal habitat?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	4. Introduce or encourage the proliferation of any non-native species?

YES	MAYBE	NO	F. CULTURAL RESOURCES – WILL THE PROJECT:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. Adversely affect a prehistoric or historic archeological site?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. Adversely affect a prehistoric or historic building, structure, or object?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	3. Cause an adverse physical or aesthetic effect on an eligible or contributing building, structure, object, or cultural landscape?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	4. Diminish the informational or research potential of a cultural resource?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	5. Increase the potential for vandalism or looting?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6. Disturb any human remains?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	7. Restrict access to a sacred site or inhibit the traditional religious practice of a Native American community?

YES	MAYBE	NO	G. AESTHETIC RESOURCES – WILL THE PROJECT:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. Adversely affect a scenic vista or view?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. Significantly increase noise levels?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	3. Adversely affect the quality of the scenic resources in the immediate area or park-wide?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	4. Create a visually offensive site?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	5. Be incompatible with the park design established for this unit or diminish the intended sense of "a special park quality" for the visitor?

YES	MAYBE	NO	H. RECREATIONAL RESOURCES – WILL THE PROJECT:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. Be in a public use area?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. Have an adverse effect on the quality of the intended visitor experience?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	3. Have an adverse effect on the quality or quantity of existing or future recreational opportunities or facilities?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	4. Have an adverse effect on the accessibility of recreational facilities (e.g., ADA requirements)?

EVALUATION AND COMMENTS

PROJECT EVALUATION (PEF)

ENVIRONMENTAL REVIEW <i>To Be Completed by Qualified Specialist(s) ONLY.</i> Attach additional reviews or continuation pages, as necessary.	
ARCHEOLOGIST COMMENTS <input checked="" type="checkbox"/> No Significant Impact <input type="checkbox"/> Conditions, Mitigation <input type="checkbox"/> Potential Impact	
There are no known or anticipated impacts to cultural resources.	
SIGNATURE	PRINTED NAME
	Larrynn Carver
TITLE ASA	DATE 5/6/14
HISTORIAN COMMENTS <input checked="" type="checkbox"/> No Significant Impact <input type="checkbox"/> Conditions, Mitigation <input type="checkbox"/> Potential Impact	
The land acquisition in itself would not pose an adverse effect on any known or potential above-ground historic resources.	
SIGNATURE	PRINTED NAME
	Alexander D. Bevil
TITLE Historian II, So. Service Center	DATE 15 May 2014
RESOURCE ECOLOGIST COMMENTS <input checked="" type="checkbox"/> No Significant Impact <input type="checkbox"/> Conditions, Mitigation <input type="checkbox"/> Potential Impact	
In order to avoid impacts to nesting birds fence installation should take place outside of nesting season, Sept. 15 - March 15.	
SIGNATURE	PRINTED NAME
	Ken Kietzer
TITLE SES	DATE 5/7/2014
MAINTENANCE CHIEF/SUPERVISOR COMMENTS <input checked="" type="checkbox"/> No Significant Impact <input type="checkbox"/> Conditions, Mitigation <input type="checkbox"/> Potential Impact	
No Significant maintenance impates	
SIGNATURE	PRINTED NAME
	Lynn Earls-Holliday
TITLE DMC III	DATE 5/8/14
OTHER SPECIALIST COMMENTS <input type="checkbox"/> No Significant Impact <input type="checkbox"/> Conditions, Mitigation <input type="checkbox"/> Potential Impact	
SIGNATURE	PRINTED NAME
TITLE	DATE
OTHER COMMENTS <input type="checkbox"/> No Significant Impact <input type="checkbox"/> Conditions, Mitigation <input type="checkbox"/> Potential Impact	
SIGNATURE	PRINTED NAME
TITLE	DATE

ENVIRONMENTAL COORDINATOR REVIEW

PROJECT EVALUATION (PEF)

YES	MAYBE	NO
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

CUMULATIVE IMPACTS

1. Will the project be conducted in conjunction with or at the same time as other projects at the park?
2. Will the project be part of a series of inter-related projects?
3. Are there any other projects that must be completed for any part of this project to become operational?
4. Are there any other projects (including deferred maintenance) that have been completed or any probable future projects that could contribute to the cumulative impacts of this project?
5. Are any of the projects that relate to the proposed work outside the General Plan?

COMMENTS:

RECOMMENDATION:

- Not a project for the purposes of CEQA compliance.
- The project is exempt. A Notice of Exemption should be filed.
- A Negative Declaration should be prepared.
- A Mitigated Negative Declaration should be prepared.
- An EIR should be prepared.

SIGNATURE

PRINTED NAME

Larrynn Carver

TITLE

DATE

DEC

5-15-14

DISTRICT SUPERINTENDENT REVIEW

COMMENTS:

I acknowledge any constraints placed on the project as a result of the specialists' comments above and recommend the project proceed.

DISTRICT SUPERINTENDENT APPROVAL SIGNATURE

TITLE

DATE

[Signature]

SPSIV

5-15-14

PROJECT EVALUATION (PEF)



PROJECT EVALUATION (PEF)

Exhibit A:



State of California • The Resources Agency
 DEPARTMENT OF PARKS AND RECREATION
 Inland Empire District
 Chino Hills Sector
 1579 Jackson St.
 Riverside, CA 92504

Arnold Schwarzenegger, Governor
 Ruth Coleman, Director

April 29th, 2008

To: Pulte Homes / Solution Strategies
 Subject: Chino Hills Acquisition / Restoration project

Thank you very much for meeting with us on April 10th to continue our negotiations of CA State Parks acquiring 14.432 Acres of land adjacent to Chino Hills SP and also being the site of approximately 22 acres of restoration. During our meeting, you presented us with a proposal outlining your cost estimates comparing them with our own. After our meeting, I met with staff to view your figures and rationale in greater detail. I also forwarded your proposal to our Sacramento Acquisition Department, and our Accounting and Administration Unit for a cost estimate of fees involved.

Based upon our review, the only change that we feel is necessary to the resource schedule is the sensitive species monitoring for the 12.432 acres of upland habitat. In our original proposal, we set the approximate cost of \$318 per acre per year due to the fact that there are several pairs of breeding gnatcatchers on that parcel. In your proposal, you mention that annual protocols should not be necessary and that a lesser survey once every two years should be adequate.

Based upon this uncertainty and the fact that this area may be subject to more extensive surveys in future years we must insist that our sensitive species monitoring cost be fixed at \$318 per acre. Your proposal placed this cost at \$159 per acre. This change would increase the upland Acquisition cost to \$521 per acre instead of \$362. From a resource and operations standpoint, we feel the rest of your costs are fair and reasonable and will provide for the successful operation of the newly acquired land and restored areas of the park.

Acquisition Total (Pulte)	\$124,852.98
Restoration Total	<u>\$ 50,180.00</u>
Total	\$175,032.98
Acquisition Total (Revised)	\$143,934.88
Restoration Total	<u>\$ 50,180.00</u>
Total	\$194,114.88

Our Acquisition Department and Accounting and Administration unit provided the costs involved which we greatly underestimated in our original proposal.

State Parks Acquisition	\$15,000 (Includes Survey)
Department of General Services	\$25,000

PROJECT EVALUATION (PEF)

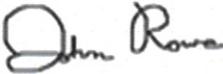
Administration Fee for Endowment Account	\$19,400 (10% of endowment total)
Fee Total	\$ 59,400.00
Acquisition Total (Revised)	\$143,934.88
Restoration Total	\$ 50,180.00
Total	\$253,514.88

These fees are non-negotiable and provide for the services of obtaining the property and managing our account. Our original estimated costs were \$5,000 for legal fees, \$8,000 for DGS and \$1500 for ROE for a total of \$14,500. These costs were estimated from previous acquisitions many years ago. In all fairness, I apologize for not providing the most current fee data available. This new information would have been very helpful in your analysis. Although I can not reduce these fees, I can agree to reduce the acquisition/restoration total. Even with these reductions, I feel that the operation of the new parcel and restored areas could be operated slightly below best practices and could be offset initially by current State resource allocations until interest compounds the amount to accommodate for this reduction in our proposal below. Below is our proposal:

Acquisition Total (Revised)	\$130,000
Restoration Total	\$ 40,000
State Parks Acquisition	\$ 15,000 (Includes Survey)
Department of General Services	\$ 25,000
Administration Fee for Endowment Account	\$ 17,000 (10% of endowment total)
Right of Entry (Waived)	
Total	\$227,000

I greatly appreciate your willingness to negotiate and work towards a positive solution for all parties. If you have any questions about this proposal or would like to set up a follow up meeting please call me.

Sincerely,



John Rowe
Sector Superintendent
951-789-1278

CC: Watts, Gary District Superintendent
Arroyo, Enrique District Park & Recreation Specialist
Ing, Alissa Environmental Scientist

PROJECT EVALUATION (PEF)

Exhibit C:

**REAL PROPERTY DONATION AGREEMENT
BETWEEN
PULTE HOME CORPORATION,
KERRIGAN RANCH II COMMUNITY ASSOCIATION
AND
THE CALIFORNIA DEPARTMENT OF PARKS AND RECREATION**

This Real Property Donation Agreement is entered into by and between PULTE HOME CORPORATION ("Donor"), KERRIGAN RANCH II COMMUNITY ASSOCIATION ("Association"), and the CALIFORNIA DEPARTMENT OF PARKS AND RECREATION ("DPR") (each entity being a "Party" and referred to collectively as the "Parties") with regard to the following:

RECITALS

Whereas, Donor is a Michigan corporation that owns or previously owned certain real property in the City of Yorba Linda, California, located adjacent to Chino Hills State Park and known as the "Donated Property" and more particularly described in Exhibit A, and

Whereas, Donor wishes to cause the Donated Property to be donated to the State Park System and, to fund an endowment, to be known as the Chino Hills State Park Endowment Fund ("Endowment"), in the total amount of _____ ("Donated Funds"), and

Whereas, Association is a California nonprofit mutual benefit corporation that presently owns a portion of the Donated Property and wishes to cooperate in the donation of the Donated Property to the State Park System, and

Whereas, California Department of Parks and Recreation ("DPR") has control of the State Park System, including Chino Hills State Park, and

Whereas, the California State Parks Foundation ("Foundation") is a non-profit public benefit corporation organized under the laws of the State of California for the specific purpose of soliciting and receiving gifts, legacies, devises and conveyances of real and personal property for the purposes of the State Park System, and

Whereas, Donor and, on the one hand, and the Foundation, on the other hand, are, concurrently with the execution of this Real Property Donation Agreement, entering into a separate "Endowment Donation Agreement between _____ and the California State Parks Foundation" ("Endowment Donation Agreement"), which shall be attached as Exhibit B to this Real Property Donation Agreement and is herein incorporated by reference, and

Whereas, DPR and the Foundation are, concurrently with the execution of this Endowment Donation Agreement, entering into a separate "Agreement between the California Department of Parks and Recreation and the California State Parks Foundation Regarding Administration of the Chino Hills State Park Endowment Fund" ("Administration Agreement"),

PROJECT EVALUATION (PEF)

which shall be attached as Exhibit C to this Real Property Donation Agreement and is herein incorporated by reference, and

Whereas, DPR's acceptance of the Donated Property is subject to the approvals of the State of California Public Works Board ("PWB") and the State of California Department of Financial Services ("DFS") (each an "Approval" and collectively the "Approvals"), and

Whereas, the decision regarding whether to grant the Approvals is expected on or about _____, 2011, and

Whereas, Donor has set up escrow account no. ____ ("Escrow Account") with [Title Company] at [Address] to facilitate the donation and acceptance of the Donated Property and the Donated Funds.

AGREEMENT

NOW, THEREFORE, the Parties agree to the following:

1. Contingent upon the grant of the Approvals, Donor and Association agree to donate all of the Donated Property to DPR and DPR shall accept the Donated Property on the terms and conditions set forth in this Real Property Donation Agreement.
2. Within thirty (30) days of the full execution of this Real Property Donation Agreement, Donor shall provide to the agent for the Escrow Account written escrow instructions directing that, among other things, the grant deeds conveying to DPR fee simple title to all of the Donated Property ("Grant Deeds") be delivered to DPR upon the Escrow Account agent's receipt of evidence that the Approvals have been granted. Such evidence may include a copy of a resolution from the PWB approving the acceptance of the Donated Property and the approval of the terms of the Administration Agreement by the DFS. Donor may amend the escrow instruction to effectuate the transfer of the Donated Property if the PWB or DFS does not grant the Approvals as described herein.
3. Within sixty (60) days of the full execution of this Real Property Donation Agreement, Donor and Association shall execute and deliver the Grant Deeds into the Escrow Account.
4. The Donated Property shall be conveyed to DPR in its "AS-IS" condition. DPR acknowledges that neither Donor nor Association is making any representations or warranties regarding the physical, legal, environmental or other condition of the Donated Property, and that in accepting title to the Donated Property, DPR is relying solely on its own investigation of the conditions of the Donated Property, including the physical condition of the Donated Property, title or boundaries of the Donated Property, soil condition and other engineering characteristics, hazardous waste, toxic substance or other environmental matters, compliance with health, safety, land use, zoning and other laws, regulations and orders, fire and all other information pertaining to the Donated Property.
5. DPR, for itself and its agents, affiliates, successors and assigns, hereby releases and forever discharges Donor and Association, as well as the agents, affiliates, successors and

PROJECT EVALUATION (PEF)

assigns of either of them from any and all rights, claims and demands at law or in equity, whether known or unknown at the time of this Real Property Donation Agreement, which it has or may have in the future, arising out of any physical, environmental, economic or legal condition of the Donated Property. DPR hereby specifically waives the provisions of section 1542 of the California Civil Code ("Section 1542") and any similar law of any other state, territory or jurisdiction. Section 1542 provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

By signing below, DPR hereby specifically acknowledges that it has carefully reviewed this subsection and that the provisions of this subsection are a material part of this Real Property Donation Agreement.

6. This Real Property Donation Agreement contains the entire understanding and agreement of the Parties. Any other agreements between the Parties that precede the date of this Real Property Donation Agreement are superseded and of no force or effect, save and except those related agreements specifically referenced in this Agreement. There are no representations, covenants or undertakings other than those expressly set forth herein.

7. Any notice, request, consent, approval, or communication that either Party desires or is required to give to the other shall be in writing and be served personally or sent by facsimile and first class mail, postage prepaid, addressed as follows:

Donor: Pulte Home Corporation
Attn: [name]
[Address 1]
[Address 2]
FAX:

Association:
Attn: [name]
[Address 1]
[Address 2]
FAX:

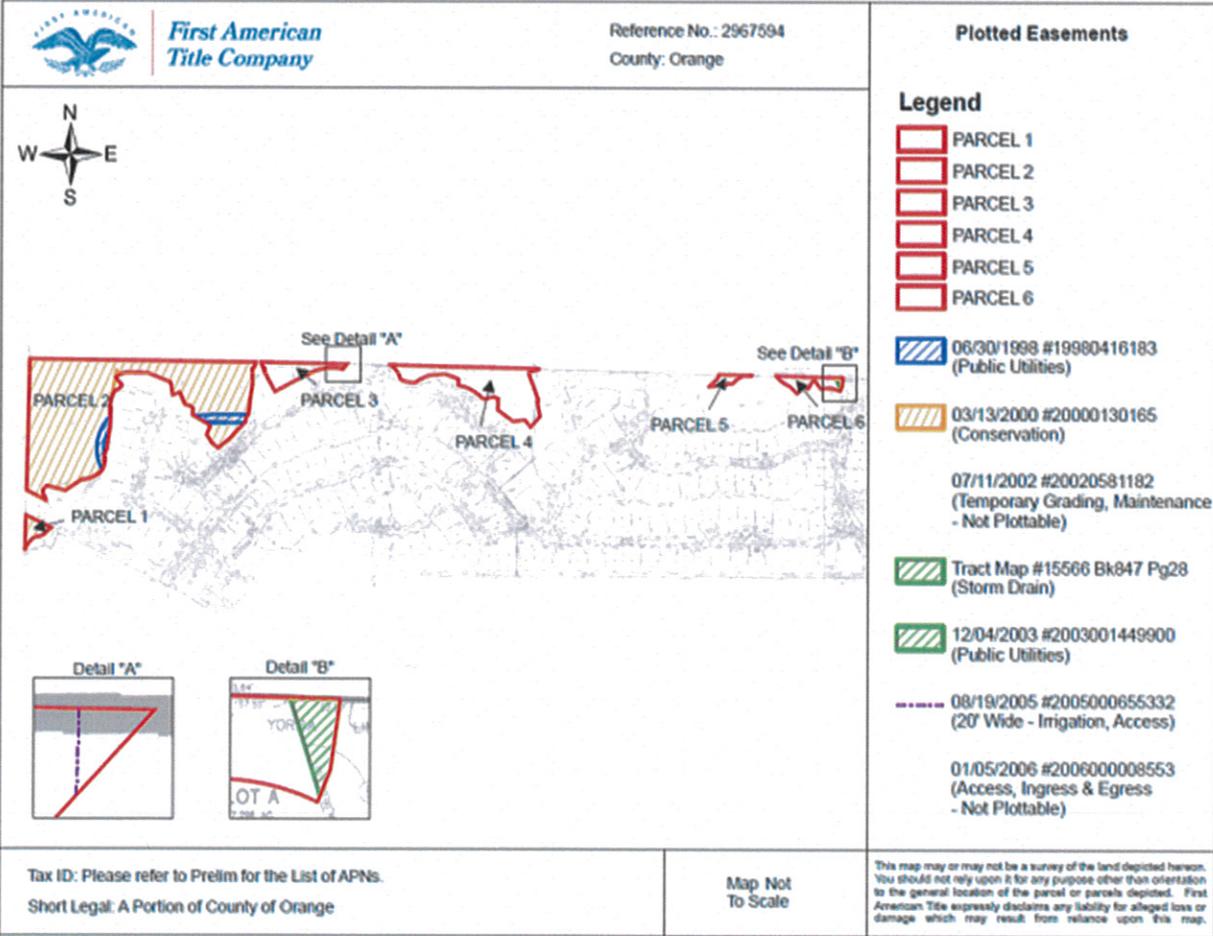
DPR: California Department of Parks and Recreation
Attn: [name]
[Address 1]
[Address 2]
FAX:

8. This Endowment Donation Agreement shall be governed by and construed according to the laws of the State of California.

PROJECT EVALUATION (PEF)

PCA No. _____

Exhibit D:





CEQA PROJECT COMPLETION VERIFICATION

TO: PM: Enrique Arroyo
District PM: Ryann Gill

DATE: May 15, 2014

FROM: Larrynn Carver, District Environmental Coordinator (DEC) (951-453-4139)
Mike Yengling, Service Center Environmental Coordinator (SCEC) (619-221-7081)

PROJECT TITLE: Pulte Acquisition (13/14-IE-12)

PARK UNIT: Chino Hills SP

DISTRICT: Inland Empire

This project is approved to proceed with the following measures incorporated and/or comments considered:

Biological Resources (Kenneth Kietzer: 951-443-2407)

1. In order to avoid impacts to nesting birds fence installation should take place outside of nesting season, Sept. 15 - March 15.

Water Quality Protection Measures

1. None

Archaeological Resource Protection Measures (Larrynn Carver: 951-453-4139)

1. None

Historical Resources Comments/Measures (Alex Bevil: 619-221-7041)

1. None

As the Project Manager, you are responsible for ensuring that all project requirements, restrictions, or mitigations are adhered to. This includes reviewing all comments, briefing any staff and contractors who may work on the project, and coordinating the on-site presence of specialist staff, if required.

You are also responsible for verifying project completion. When the project is complete, please sign and date this form and return it to the DEC. Please note any problems or comments you may have concerning the project. If the project is cancelled or postponed for a significant period of time, please inform the DEC *as soon as possible*.

PROJECT MANAGER CERTIFICATION

I certify that this project has been completed in compliance with the above conditions.

PROJECT MANAGER SIGNATURE

DATE

COMMENTS: