

ATTACHMENT 1

SETTLEMENT AGREEMENT

The following Settlement Agreement is entered into by and between Plaintiff Orange County Coastkeeper (“Plaintiff” or “Coastkeeper”) and Defendants Lake Forest Equestrian Center, Inc. d/b/a Serrano Creek Ranch Equestrian (“Serrano Equestrian”) and the City of Lake Forest (the “City”) (collectively, “Defendants”). The entities entering into this Settlement Agreement are each an individual “Settling Party” and collectively, “Settling Parties.”

WHEREAS, Orange County Coastkeeper is a non-profit public benefit corporation organized under the laws of the State of California;

WHEREAS, Coastkeeper’s mission is to protect the region’s water resources so they are swimmable, drinkable, and fishable for present and future generations;

WHEREAS, the City owns certain real property commonly known as Serrano Creek Ranch Equestrian, which is located at 25200 Trabuco Road, Lake Forest, CA 92630 (“Property”);

WHEREAS, the City contracted with Serrano Equestrian to manage and operate an equestrian boarding facility (“Facility”) in accordance with the terms and provisions of a lease agreement (“lease agreement”). The lease agreement authorizes Serrano Equestrian to operate an equestrian boarding facility, commercial composting, and other equestrian-related services such as riding lessons on the Property and authorizes Serrano Equestrian to terminate the lease agreement at any time for economic hardship, upon six (6) months prior written notice to the City (the “wind down” period);

WHEREAS, on or about March 22, 2019, Coastkeeper sent a letter by certified mail to Defendants (“Notice Letter”). The Notice Letter notified Defendants of Coastkeeper’s intention to file suit for certain alleged violations of the Clean Water Act after sixty (60) days pursuant to 40 C.F.R. § 135.2;

WHEREAS, Coastkeeper alleges that Defendants’ operations at the Facility result in discharges of pollutants to an area tributary to Serrano Creek, which can flow into Serrano Creek, San Diego Creek, Newport Bay, and ultimately the Pacific Ocean (“Receiving Waters”), and further contends those discharges are regulated by the Clean Water Act, Sections 301(a), 402, 33 U.S.C. §§ 1311(a), 1342;

WHEREAS, Coastkeeper alleges Defendants are in violation of the substantive and procedural requirements of the Clean Water Act;

WHEREAS, Defendants deny all allegations and claims contained in the Notice Letter and reserve all rights and defenses with respect to such allegations and claims;

WHEREAS, the Settling Parties have agreed that it is in their mutual interest, and therefore choose, to resolve Coastkeeper’s allegations in the Notice Letter through settlement and avoid the cost and uncertainties of litigation;

WHEREAS, all actions taken by Defendants pursuant to this Settlement Agreement will be made in compliance with all applicable Federal and State laws and local rules and regulations.

AGREEMENT

NOW, THEREFORE, the Settling Parties hereby agree for the sole purpose of facilitating this Settlement Agreement and without admitting or denying any claims or waiving any defenses:

I. OBJECTIVES

1. It is the express purpose of the Settling Parties entering into this Settlement Agreement to further the objectives set forth in the Clean Water Act, 33 U.S.C. § 1251 et seq., and to resolve those issues alleged by Coastkeeper in its Notice Letter.

2. In light of these objectives and as set forth fully below, Defendants agree to comply with the provisions of this Settlement Agreement and all applicable provisions of the Clean Water Act. The Parties agree that wherever “Serrano Equestrian” is specifically named in this Settlement Agreement, such reference includes any future operators of the Facility. Defendants agree to apply for an NPDES permit for the Serrano Equestrian facility operations as set forth in paragraph 5, develop and implement a Stormwater Management Plan as set forth in paragraph 6, develop and implement a Monitoring and Reporting Program as set forth in paragraph 7, and potentially prepare action plans as set forth in paragraph 8. In consideration of Defendants’ agreement and pursuant to the terms set forth below, Coastkeeper agrees not to file a lawsuit as set forth in Section VII of this Settlement Agreement.

II. EFFECTIVE DATE AND TERM OF SETTLEMENT AGREEMENT

3. **Effective Date.** The “Effective Date” of this Settlement Agreement is the day this Settlement Agreement is fully executed by the Settling Parties.

4. **Term of Settlement Agreement.** The commitments by Defendants under this Settlement Agreement shall terminate on the earlier of the following: (a) one full reporting year (July 1 – June 30) following full implementation of structural BMPs described in paragraph 6.1.2 below, unless that year contains fewer than four (4) Qualifying Storm Events (“QSEs”), as that term is used in the State Water Resources Control Board’s National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Industrial Activities, Order No. 2014-0057-DWQ, in which case the termination date will be extended one (1) additional reporting year; (b) upon cessation of all composting activities and all equestrian boarding and related services and successful termination of coverage under any applicable NPDES permit, or (c) in the event Serrano Equestrian terminates the lease agreement, and the City does not solicit another operator for the facility, Serrano Equestrian may cease implementing paragraphs 6, 7, and 8 until all composting, boarding, and related services cease, except that all existing structural and non-structural BMPs must continue to be implemented. If the City does solicit another operator of the facility, then the City remains responsible for implementing all terms of this agreement until a new operator assumes responsibility.

III. COMMITMENTS OF THE SETTLING PARTIES

5. **NPDES Permit.** Within sixty (60) days after the Effective Date, Defendants will submit a preliminary report of waste discharge or other application to Coastkeeper pursuant to paragraph 13. Coastkeeper shall provide comments, if any, on the preliminary report of waste discharge or other application to Defendants within ten (10) days after receipt, and Defendants shall submit the preliminary report of waste discharge or other application to the California

Regional Water Quality Control Board, Santa Ana Region (“Regional Board”) within five (5) business days after receiving comments from Coastkeeper. The Settling Parties intend the final report of waste discharge or other application to include the design storm standard applicable to final structural BMPs pursuant to paragraph 6.1.2. The Settling Parties acknowledge that the preliminary report of waste discharge or other application will be based on information known as of the date of submission and that further submission of information may be required to subsequently complete the preliminary report of waste discharge or other application. Subject to the provisions of paragraph 13 of this Settlement Agreement, City will require Serrano Equestrian and any future operator of an equestrian boarding facility to operate under an NPDES permit for the Facility pursuant to applicable federal and state laws governing discharges from the Facility.

5.1. In the event a general permit covering horse stables is adopted, Defendants may seek approval from the Regional Board to terminate permit coverage under any existing permit and enroll under the general permit.

6. **Stormwater Management Plan.** Within sixty (60) days after the Effective Date, Serrano Equestrian will prepare a Stormwater Management Plan for the Facility and submit it to Coastkeeper for review and comment in accordance with paragraph 6.5 of this Settlement Agreement, and thereafter implement the Stormwater Management Plan. The Stormwater Management Plan must include structural and non-structural interim and final BMPs (refer to 6.1.1), maintenance, and inspection elements as set forth in paragraphs 6.1 through 6.3 of this Settlement Agreement.

6.1. Interim Structural BMPs. The Stormwater Management Plan must include interim structural BMPs designed to divert stormwater away from horse stalls and composting areas, and to evaluate the capacity to retain stormwater runoff from stall areas of the Facility.

6.1.1. Interim Structural BMPs and Monitoring. The Stormwater Management Plan must include interim structural BMPs and monitoring during the 2019/2020 rainy season as further described in this paragraph 6.1.1. The results of the monitoring will be used to determine final BMP selection, size, location, design, and schedule of implementation for final structural BMPs. Upon completion of all items related to final structural BMPs, the Stormwater Management Plan will be updated within thirty (30) days in accordance with paragraph 6.4.4 of this Settlement Agreement. In the event of a “dry” rainy season where four or fewer storm events occur, the interim BMP monitoring will occur in the 2020/2021 rainy season, and all time schedule commitments within the Settlement Agreement will be adjusted by one year.

6.1.1.1. Interim Western Stable Infiltration Basin and Monitoring. The Stormwater Management Plan must include an interim infiltration basin to serve a portion of the western stable area. The infiltration basin must be designed with a goal to retain and infiltrate the stormwater runoff volume target matching the 10-year, 24-hour storm event, which is 4.07 inches.¹ During the 2019/20 rainy season, Serrano Equestrian must monitor the infiltration basin for a maximum of eight (8) storm events. Monitoring must be designed to evaluate the basin’s retention and infiltration capacity and to evaluate the stability of the basin as

¹ NOAA Precipitation Data; <https://hdsc.nws.noaa.gov/hdsc/pfds/>; for Latitude: 33.6478°; Longitude: -117.6901°

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currently designed. Following the 2019/2020 rainy season, Serrano Equestrian must submit final engineering improvements, if any, needed to ensure the infiltration basin achieves the target retention volume and is structurally sound to achieve the retention volume established in accordance with paragraph 6.1.2.

6.1.1.2. Interim Access Gate and V-Ditch Drainage Improvements Monitoring. The access gate and v-ditch were re-graded to eliminate runoff under the access gate. The Stormwater Management Plan must provide for monitoring during the 2019/2020 rainy season of the access gate and v-ditch for a maximum of eight (8) storm events to evaluate the v-ditch's capacity to intercept runoff prior to reaching the gate and convey the runoff to the infiltration basin serving the western stable area. Following the 2019/2020 rainy season, final engineering improvements, if any, needed to ensure runoff from the 10-year, 24-hour storm event or other volume or flow established in accordance with paragraph 6.1.2 must be submitted to Coastkeeper.

6.1.1.3. Interim Compost Area Monitoring. The Stormwater Management Plan must provide for visual monitoring of the existing compost area for up to eight storm events to determine if stormwater flows interact with composting materials. Visual monitoring shall include photographs or videos and written observations during storm events. Following the 2019/2020 rainy season, if visual monitoring shows rainwater interacts with composting materials, additional BMPs will be added to the Stormwater Management Plan as part of the Final BMP design in accordance with paragraph 6.1.2. Water quality sampling of run off from the compost area ("CP1") and from a sample point representative of the stabling areas to be agreed upon by the Settling Parties ("SA1") must also be included in the Monitoring and Reporting Program for the 2019/2020 rainy season pursuant to

paragraph 7. Following the 2019/2020 rainy season, Defendants must compare the bacteria, ammonia, and phosphorus concentrations reported in all laboratory analytical results for CP1 and SA1. If the comparison of bacteria, ammonia, and phosphorus pollutant concentrations reported for CP1 and SA1 indicate the bacteria, ammonia, and phosphorus concentrations from CP1 are higher than, the bacteria, ammonia, and phosphorus concentrations at SA1, the Settling Parties will meet to evaluate the sampling results and discuss the potential need for an iterative process for improving water quality in the compost area.

6.1.1.4. Interim Stall Retention/Runoff Monitoring in Central Stable Area. The Facility implements existing stormwater management BMPs within all stalls including removal of deteriorated stall bedding, and replacing with a mixed footing material consisting of various combinations of sand, decomposed granite, and bird's eye gravel that facilitates infiltration of stormwater. Moreover, in some cases wood shavings are deployed to add additional absorption capacity. Defendants expect that the majority of the stalls have high retention capabilities and infiltration rates and will continue to serve as existing BMPs. The Stormwater Management Plan must test this expectation during the 2019/2020 rainy season and propose additional BMPs as needed to prevent runoff from leaving the stalls during storms up to and including the 10-year 24-hour storm event or other standard established in accordance with paragraph 6.1.2. To this end, the Stormwater Management Plan must include a study that identifies at least six stalls which are representative of the drainage and roof coverages at the Facility to be monitored for runoff retention and infiltration during up to eight storm events during the 2019/2020 rainy season. The interim monitoring plan must be designed to determine the runoff potential for each identified stall and how much is retained

and infiltrated. Monitoring ports and collection trenches in the selected stalls will be used to collect data and perform an analysis of the storm event sizing and determine the relationship between rainfall depths and retention in the stalls, which information will then be used to verify infiltration rates and feasibility, and may also be used to inform the selection, design, sizing, and location of final stall-based BMPs, if any.

6.1.1.5. Interim Eastern Stable Area Infiltration Trenches

Monitoring. The Stormwater Management Plan must also provide for a study that includes the installation of interim infiltration trenches sized for the goal of retaining 10-year, 24-hour design storm event within the easternmost row of stalls (stalls 101-110) within the eastern stable area and a monitoring trench to collect any runoff that exceeds the capacity of the infiltration trenches. During the 2019/2020 rainy season, monitoring data must be collected for up to eight storm events. Monitoring must be designed to verify the feasibility of retaining the 10-year, 24-hour storm event target volume and to determine any additional stormwater retention capacity beyond the 10-year, 24-hour storm event volume. Following the 2019/2020 rain season, the study results must be used to evaluate final BMP selection, sizing, design, and location for incorporation into the Stormwater Management Plan in accordance with paragraph 6.1.2.

6.1.2. Final Structural BMPs. On or before August 1, 2020, the Stormwater Management Plan must be revised, in accordance with paragraph 6.4.4, to include final BMPs for the Facility based on the data collected during the studies described in paragraph 6.1.1. The final Stormwater Management Plan must document a comprehensive stormwater management approach for the Facility, including the full suite of non-structural and structural BMPs that will be

implemented to compliment and work in concert with each other and a plan for implementation of all structural BMPs designed to retain a target of a 10-year, 24 hour storm. If the data from the interim study phase indicate that retaining a 10-year, 24-hour storm is not technically feasible or economically feasible, taking into account the financial positions of both Defendants under any lease or operating agreement relating to the operation of the Facility, Defendants will request a meeting with Coastkeeper and the Regional Board to propose the maximum alternative non-structural and/or structural retention BMPs that are technically and economically feasible. Further, in the event sampling conducted pursuant to paragraph 8 of this Settlement Agreement indicates discharges are within or under the range of the Numeric Action Levels in Table 1, Defendants may propose sampling protocol in lieu of final structural BMPs.

6.1.2.1. For purposes of this Settlement Agreement, retaining a 10-year, 24-hour design storm will be considered not “technically feasible” when either of the following occurs: (1) observed infiltration rates are below 0.1”/hour (Source: South Orange County Technical Guidance Document, December 2018); or (2) if the observed infiltration rate of 0.1”/hour or more requires the infiltration trench BMP design to occupy 1/3 or more of the stall drainage area.

6.1.2.2. For purposes of this Settlement Agreement, in determining the economic feasibility of retaining a 10-year, 24-hour design storm, Defendants may consider factors including, but not limited to: market rates for comparable equestrian boarding in coastal southern California, market rates for leasing similar properties, cash flow from the Property, ability to spread costs over time, rental income from the Property, alternative uses and associated costs of the Property, alternative lease agreements available to the parties, and alternative sources of

revenue that are or can be generated at the Property. The economic feasibility of retaining a 10-year, 24-hour design storm will ultimately be balanced against the overall environmental impact associated with stormwater discharges from the Facility. The environmental impact will be evaluated based on monitoring and sampling conducted pursuant to this Agreement.

6.2. Non-Structural BMPs. The Stormwater Management Plan shall describe non-structural BMPs for the Facility, including but not limited to housekeeping, and training as set forth below:

6.2.1. Rain Gauge. The Stormwater Management Plan must provide that Serrano Equestrian will ensure the existing rain gauge at the Facility is operational and capable of measuring and recording rainfall from at least 0.1 inches at the facility. Serrano Equestrian shall provide rain gauge data to Coastkeeper within fourteen (14) days of receipt of a written request by Coastkeeper. System performance will be measured using the data generated by the rain gauge located at the facility. In the event the on-site rain gauge fails, Serrano Equestrian may use data from the next-closest rain gauge operated by the National Weather Service.

6.2.2. Housekeeping. The Stormwater Management Plan must set forth housekeeping BMPs implemented at the Facility.

6.2.3. Staff Training. The Stormwater Management Plan shall include an employee training program to ensure employees are properly trained to perform the activities required to implement the Stormwater Management Plan, any applicable NPDES Permit and the requirements of this Settlement Agreement (“Training Program”). At a minimum, the Training Program shall require the following:

6.2.3.1. Stormwater Management Plan and BMP Training. A training program for all employees who are responsible for implementing activities necessary to implement elements of the Stormwater Management Plan (“Designated Employees”), on the Stormwater Management Plan and on the requirements of this Settlement Agreement to ensure that BMPs are implemented effectively and on schedule, and that structural BMPs are inspected and maintained properly. Serrano Equestrian shall train such employees on their specific responsibilities in implementing BMPs.

6.2.3.2. Stormwater Monitoring and Sampling Training. The training program that designates an adequate number of employees necessary to monitor and collect stormwater samples as required by paragraph 7.2 of this Settlement Agreement. The Training Program shall include the proper monitoring and sampling protocols, including chain of custody requirements, to ensure stormwater samples are properly collected, stored, and submitted to a certified laboratory or analyzed onsite, as applicable.

6.2.3.3. Training Language. A training program that is conducted in the language or languages in which all employees participating are fluent.

6.2.3.4. Training Frequency. A training program that is repeated annually, or as necessary to ensure that all Designated Employees are familiar with the requirements of the Stormwater Management plan and any applicable NPDES Permit.

6.2.3.5. Inspection and Maintenance Training: A training program on how and when to properly conduct inspections and maintenance of the Facility and the Facility’s BMPs.

6.2.3.6. Non-Stormwater Discharge Training. A training program for all employees at the Facility on the proper identification of and prevention of non-stormwater discharges.

6.2.3.7. Knowledgeable Representative. A training program provided by a person knowledgeable and competent in the content and implementation of the requirements of the Stormwater Management Plan and any applicable NPDES Permit.

6.2.3.8. Training Records. A training program element that maintains training records to document compliance with this section for three years after each training event.

6.2.4. Integration of Employee Training into Stormwater Management Plan. Serrano Equestrian shall integrate any new training requirements resulting from revisions to the BMPs in the Stormwater Management Plan in accordance with paragraph 6.5. Serrano Equestrian shall also update the Stormwater Management Plan, if and when appropriate, to identify the positions responsible for implementing the Stormwater Management Plan activities, such as carrying out stormwater management, inspection and maintenance activities, monitoring, and sampling.

6.3. Inspection and Maintenance of Final Structural and Nonstructural BMPs. The Stormwater Management Plan shall include a program for inspection and maintenance of final structural and nonstructural BMPs, which includes, at a minimum, the following:

6.3.1. Maintenance of BMP Structural Controls. Maintenance of all structural BMPs at the Facility in good operating condition and prompt repair of any damaged or degraded structural BMPs.

6.3.2. Maintenance Log of BMPs. Inclusion of “maintenance logs” in which observations made during inspections of structural BMPs are recorded, including but not limited to the structural BMP observed, the date and time of the inspection, the person performing the inspection, any deficiencies noted, and any corrective action taken.

6.3.3. Non-Stormwater Discharge Observations. Monthly non-stormwater visual observations of the Facility.

6.3.4. Visual Observation Records: Creation of a visual inspection checklist that must be used by trained facility personnel when conducting the visual observations and monitoring of stormwater required under the Stormwater Management Plan.

6.4. Revisions to Stormwater Management Plan

6.4.1. Substitute BMPs. If either Defendant seeks to substitute BMPs for equivalent or more effective BMPs, they shall notify Coastkeeper within 30 days after implementing the substituted BMPs pursuant to the Notice Provision in Paragraph 32 of this Settlement Agreement. If a BMP implemented pursuant to an Action Plan in paragraph 8 does not prove to be effective, Defendants may modify, substitute, eliminate, or replace the BMP in accordance with the iterative process set forth in paragraph 8.

6.4.2. Change of Processes: If, during the term of this Settlement Agreement, Serrano Equestrian changes the Facility’s size or operation in a way that increases the quantity or frequency of pollutant discharges, then Serrano Equestrian shall notify Coastkeeper within thirty (30) days of such change(s) and conduct sampling for qualifying pollutants as required by any applicable NPDES Permit.

6.4.3. Change of Programs: If, during the term of this Settlement Agreement, Defendants revise the Stormwater Management Plan in the future, including revisions to incorporate final structural BMPs or programs detailed within the Stormwater Management Plan, such as sampling, monitoring, and reporting, Defendants agree to submit the revised document to Coastkeeper for review within thirty (30) days after the revisions.

6.4.4. Additional Revisions to the Stormwater Management Plan: During the term of this Settlement Agreement, Defendants shall revise the facility's Stormwater Management Plan if there are any changes in the Facility's operations that will alter stormwater management such that the Stormwater Management Plan is no longer accurate, including but not limited to changes to stormwater discharge point(s) or changes or additions to the BMPs at the Facility, whether made pursuant to an Action Plan or not, within thirty (30) days of the occurrence of any of the events listed in this Settlement Agreement.

6.5. Coastkeeper's Review of Stormwater Management Plan. Defendants shall submit each revised Stormwater Management Plan, and may submit supporting studies, reports, or other documentation, to Coastkeeper for review and comment within five (5) days of its completion. Coastkeeper shall have thirty (30) days from the receipt of any amended Stormwater Management Plan to propose any changes to the Stormwater Management Plan. Within thirty (30) days of notification by Coastkeeper of any proposed changes to the Stormwater Management Plan, Defendants shall incorporate all of Coastkeeper's changes to the amended Stormwater Management Plan, or else justify in writing why any comment is not incorporated within thirty (30) days of receiving the comments.

6.6. **Disputes.** Any disputes as to the adequacy of the Stormwater Management Plan or any individual program revisions shall be resolved pursuant to the dispute resolution procedures in paragraph 23 of this Settlement Agreement.

IV. SAMPLING, MONITORING, ACTION LEVELS & ACTION PLANS

7. **Monitoring and Reporting Program:** Defendants agree to prepare and implement a Monitoring and Reporting Program (“M&RP”), which shall be submitted to Coastkeeper for review and comment as soon as it is completed but in any event, no later than thirty (30) days after the Effective Date. Coastkeeper shall provide comments, if any, to Defendants within thirty (30) days of receipt of the M&RP. Defendants shall incorporate Coastkeeper’s comments into the M&RP, or shall justify in writing why any comment is not incorporated within fourteen (14) days of receiving comments. Any disputes as to the adequacy of the M&RP shall be resolved pursuant to the dispute resolution provisions in paragraph 23 below.

7.1. **Additional Revisions to M&RP:** Defendants shall revise the M&RP if there are any changes in the facility’s discharge point(s), if Defendants discover a change in the facility’s stormwater discharge point(s), or as applicable to incorporate sampling or monitoring changes in any revised Stormwater Management Plan. Defendants shall submit any revised M&RP to Coastkeeper for review and comment within fifteen (15) days of completion. Coastkeeper shall provide comments, if any, to Defendants within thirty (30) days of receipt of any revised M&RP, or shall justify in writing why any comment is not incorporate within thirty (30) days of receiving comments.

7.2. **Monitoring and Sampling:** The following stormwater monitoring and sampling procedures shall be incorporated into the M&RP:

7.2.1. Location and Frequency. The M&RP shall require collection of samples, in the first year after the Effective Date, for up to six (6) QSEs, and, in the second year after the Effective Date, for up to four (4) QSEs. The M&RP shall further require, for successive years after the second year after the Effective Date, collection of samples for up to four (4) QSEs, provided that the sampling obligations shall terminate once the final BMPs set forth in paragraph 6.1.2 are implemented unless infiltration of the applicable design storm event is not occurring within the stalls and, if applicable, the compost area. Except as otherwise provided in paragraph 7.2.7, sample collections shall be from the Sample Point 1 for QSEs that occur between the hours of 8 am and 5 pm Monday through Friday and 8 am to 2 pm on Saturday during all years of this Settlement Agreement, and, during up to eight (8) storm events in the first year of this Settlement Agreement at CP1 and SA1, consistent with paragraph 6.1.1.3; provided that compliance with allowable hold times is feasible. The M&RP shall also incorporate the monitoring described in paragraph 6.1. Nothing in this paragraph shall be construed to excuse Defendants' compliance with any monitoring requirements of its NPDES permit.

7.2.2. Constituents. Analysis of all samples from Sample Point 1 for the constituents listed in Table 1 of paragraph 8.1 of this Settlement Agreement; and analysis of all samples from CP1 and SA1 as set forth in paragraph 6.1.1.3 for E. coli, ammonia, and phosphorus.

7.2.3. Lab. Except for pH samples, delivery of all samples to a California state certified environmental laboratory for analysis within allowable hold times, pursuant to 40 C.F.R. Part 136. pH will be analyzed onsite using a calibrated portable instrument for pH in accordance with accompanying manufacturer's instructions.

7.2.4. Detection Limit. Laboratory analysis sufficient to detect individual constituents at or below the values set forth in Table 1.

7.2.5. Lab Reports. Procedures for Serrano Equestrian to request delivery of the sample-analysis results and associated chain of custody forms within fourteen (14) days after laboratory receipt of the sample.

7.2.6. Reports to Coastkeeper. Procedures for Serrano Equestrian to provide complete results from sampling and analysis to Coastkeeper within fourteen (14) days after receipt of the laboratory report from each sampling event.

7.2.7. Sampling Reduction. Defendants may discontinue analyzing stormwater samples collected pursuant to this Settlement Agreement at Sample Point 1 for a constituent listed in Table 1, if the constituent is not detected for four (4) consecutive sample results, and Defendants have collected and analyzed the sample pursuant to this Settlement Agreement. Defendants may discontinue analyzing stormwater samples collected pursuant to this Settlement Agreement at CP1 and SA1 for a constituent listed in Table 1, if the constituent is below the Numeric Action Levels (NALs) in Table 1 for four (4) consecutive sample results, and Defendants have collected and analyzed the sample pursuant to this Settlement Agreement.

8. Numeric Action Levels and Action Plans: If after final BMPs set forth in paragraph 6.1.2 are implemented, and infiltration of the applicable design storm standard established pursuant to paragraph 6.1.2 is not occurring within the stalls and, if applicable, in the compost area, then any discharge from the Facility in excess of, or outside the range of, the Numeric Action Levels in Table 1 for a minimum of two occurrences during a single reporting year shall trigger the Action Plan requirements in paragraph 8.2 of this Settlement Agreement. The Settling

Parties further acknowledge that the BMPs contemplated by this Settlement Agreement are intended to capture and retain all stormwater from stall areas and to prevent contact with, or retain stormwater coming into contact with compost activities in the compost areas during storms up to the applicable design storm standard established pursuant to paragraph 6.1.2. For this reason, no action plan is required by this Settlement Agreement, as long as Defendants are implementing the retention requirements of this Settlement Agreement.

8.1. **Table 1 – Numeric Targets for Stormwater Discharges**

Constituent	Numeric Action Levels* (All but pH expressed as mg/L)
Total Suspended Solids	100
Oil and Grease (O&G)	15
pH	6.0 – 9.0 s.u.
N+N	0.68
Ammonia as N	2.14
Total Phosphorus	2.0
E. coli	320 cfu/100mL
BOD	30

* Sampling for all constituents is for data collection purposes only and no action plan requirement is triggered, as long as Defendants are implementing the retention requirements of paragraph 6.1.2 of this Settlement Agreement.

8.2. **Action Plan Requirements.** Each Action Plan submitted shall describe an iterative process to reduce the reported constituent in excess of the Numeric Action Level, and shall include at a minimum: (1) the identification of the constituent(s) reported in laboratory analytical results in excess of the Numeric

Action Level(s); (2) an assessment of the potential source(s) of each constituent exceedance; (3) the identification of proposed additional BMPs to meet the Numeric Target(s) listed in Table 1; and (4) time schedule(s) for implementation of the proposed BMPs.

8.3. **Time Schedule.** By October 1 following any reporting year during which two consecutive exceedances of the numeric target for any constituent(s) in Table 1 trigger the need for an Action Plan as set forth in paragraph 8, Serrano Equestrian shall prepare an Action Plan in accordance with paragraph 8.2 and submit it to Coastkeeper for review and comment as set forth in paragraph 8.4. Thereafter, Serrano Equestrian shall implement the Action Plan. Any time an Action Plan is completed after Coastkeeper's review, as set forth in paragraph 8.4, Defendants shall also revise their M&RP and Stormwater Management Plan as applicable within thirty (30) days as set forth in paragraph 8.7.

8.4. **Coastkeeper's Review of Action Plan.** Coastkeeper shall have thirty (30) days from receipt to propose revisions to the Action Plan. However, if Coastkeeper notifies Defendants within thirty (30) days of receipt of the Action Plan that it is unable to provide comments within thirty (30) days, Coastkeeper shall have an additional fifteen (15) days to propose revisions to the Action Plan. Within thirty (30) days of receiving Coastkeeper's proposed revisions, Defendants shall consider each of Coastkeeper's recommended revisions to the Action Plan and accept them or timely request to meet and confer, in accordance with this Settlement Agreement.

8.5. **Structural BMPs.** If structural BMPs are proposed in an Action Plan, and agreed to between the Settling Parties, which require agency approval, then Defendants shall contact Coastkeeper to request an extension of the deadline, if necessary, to implement the structural BMPs. Coastkeeper's consent to Defendants' requested extension shall not be unreasonably withheld. Any time an Action Plan is completed after Coastkeeper's review, as set forth above, Defendant shall also revise its M&RP and Stormwater Management Plan within thirty (30) days in accordance with paragraph 12.

8.6. **Diligently File.** Defendants shall diligently file and pursue all required local agency applications for permits and/or approvals for the BMPs included in any Action Plan. Defendants shall further diligently pursue the procurement of contractors, labor, and materials to complete all BMPs by the October 1 deadline.

8.7. **Implementation into Stormwater Management Plan.** Within thirty (30) days after BMPs set forth in an Action Plan pursuant to this Settlement Agreement are implemented, Defendants shall amend the Facility Stormwater Management Plan to include all BMP revisions or additions not otherwise already implemented and included in the Stormwater Management Plan and shall provide Coastkeeper with a copy of such revised Stormwater Management Plan.

V. SITE INSPECTIONS AND INSPECTION OF DOCUMENTS

9. **Site Inspections.** During the Term of this Settlement Agreement, Defendants shall permit representatives of Coastkeeper to perform inspections of Serrano Equestrian during operating hours ("Site Inspection") as follows: three (3) site inspections each reporting year during the life of this Settlement Agreement (July to June). In the event of a dispute regarding Defendants' compliance with

this Settlement Agreement and provided a site inspection would be relevant to resolving the Settling Parties' dispute, Coastkeeper may request an additional site inspection and the Settling Parties agree to meet and confer regarding the request. Defendants shall not unreasonably deny Coastkeeper's request for an additional site inspection. Coastkeeper shall provide Defendants' designated representatives at least 48 hours' notice in advance of any site inspections. For any site inspection planned to occur in wet weather, where a change in forecasted precipitation would frustrate wet weather observations and/or samples, Coastkeeper shall be entitled to reschedule the site inspection. Coastkeeper agrees to give Defendants' representatives at least fifteen (15) hours' notice of its intent to reschedule a requested wet weather site inspection. During site inspections, Coastkeeper shall be allowed to inspect any Stormwater Management Plans, M&RPs, and logs, sample stormwater discharges, and take photos and/or videos. A representative from City and Serrano Equestrian, or the current operator of the facility, shall be present during a site inspection.

10. Document Request Provision: During the Term of this Settlement Agreement, Defendants shall provide records of their compliance with its Stormwater Management Plan and this Settlement Agreement to Coastkeeper within fourteen (14) days of receipt of a written request by Coastkeeper. Such requested documents may include rain gauge data, visual observation records, corrective actions taken at the site, employee training documents and training records, Stormwater Management Plan, inspection logs, maintenance logs, Action Plans, and any other documents relevant to Defendants' compliance with any stormwater permit or the Settlement Agreement.

VI. COMMUNICATIONS

11. Document and Data Provision. During the Term of this Settlement Agreement, Defendants shall provide Coastkeeper with a copy of all written correspondence, documents, reports, and sampling results related to the NPDES permit application required by paragraph 5 and compliance with any subsequently-issued NPDES permit for the Facility. Documents and reports transmitted by Defendants to any regulator relating to an application for an NPDES permit for the Facility shall be transmitted to Coastkeeper concurrently as they are sent to the regulator. Any correspondence related to water quality received by Defendants from a regulator relating to an application for an NPDES permit for the Facility shall be provided to Coastkeeper via electronic transmission within ten (10) business days of receipt by either Defendant.

12. Stormwater Management Plan Review. Whenever this Settlement Agreement requires Defendants to revise the Stormwater Management Plan, Defendants must submit the revised Stormwater Management Plan to Coastkeeper for review and comment. Coastkeeper will have thirty (30) days from receipt of the document from the Defendants to provide comments to the Defendants, if any. If Coastkeeper does not respond within thirty (30) days of receiving a document, Coastkeeper will be deemed to have consented to the document. Within thirty (30) days of receiving Coastkeeper's comments, Defendant will either incorporate Coastkeeper's comments or provide justification in writing to Coastkeeper why any comment is not incorporated. If the Settling Parties cannot come to an agreement, either party may invoke dispute resolution pursuant to paragraph 23 of this Settlement Agreement. Nothing in this paragraph shall be interpreted to interfere with Defendants' obligations under any NPDES Permits.

13. **Draft Permit Application Review.** Defendants will send draft permit application documents required by paragraph 5 to Coastkeeper at least fifteen (15) days in advance of submittal to the applicable permitting agency, consistent with the schedule in paragraph 5. If Coastkeeper provides comments, Defendants and Coastkeeper shall make a good faith effort to address or resolve Coastkeeper's comments, and if reasonably feasible, attempt to make such changes prior to submitting any permit application documents to the permitting agency. If Defendants satisfy all comments from Coastkeeper, Coastkeeper agrees not to object to the issuance of an NPDES permit and to furnish Defendants a letter stating that it has reviewed the application and supports it.

13.1. **Advocacy Efforts.** Nothing in this Settlement Agreement limits or otherwise affects Coastkeeper's or Defendants' rights to address or take any position that they deem necessary or appropriate in any formal or informal proceeding before the State Water Board, Regional Water Board, EPA, any other judicial or administrative body, or any other public forum. Coastkeeper, however agrees to support any permit for the Facility that incorporates a design standard at least as stringent as the standard agreed to in accordance with paragraph 6.1.2.

VII. MUTUAL RELEASE AND COVENANT NOT TO SUE

14. **Coastkeeper Release.** Coastkeeper, on its own behalf and on behalf of current and former officers, directors, employees, successors and assigns, agents, and other representatives, release the City and Serrano Equestrian, and each of their current and former officials, officers, directors, members, employees, shareholders, and each of their predecessors, successors, and assigns, and each of their agents, attorneys, consultants, and other representatives from, and waive all claims, know or unknown, fixed or contingent, liquidated or unliquidated,

suspected or unsuspected, foreseen or unforeseen, based on the matters alleged in, or which could have been alleged in, the Notice Letter based upon the facts as stated in the Notice Letter, with respect to this Property, up to the Effective Date of this Settlement Agreement.

15. **Defendants' Release.** Unless specifically provided for in this Settlement Agreement, the Defendants, on their own behalf and on behalf of their current and former officers, directors, employees, parents, subsidiaries, affiliates, successors, assigns, agents, attorneys, consultants and other representatives release and acquit Coastkeeper and each of its parent, subsidiary and affiliated companies, and its current and former officers, directors, employees, shareholders, successors, assigns, agents, attorneys, consultants, and other representatives from causes of action, damages, costs, expenses, penalties, and attorney's fees, alleged in the Notice Letter ("Claims") up to the Effective Date of this Settlement Agreement.

16. The Settling Parties acknowledge they are releasing unknown claims, defenses, or causes of action related arising from the facts as stated in the Notice Letter, and expressly waive all rights under California Civil Code section 1542. California Civil Code section 1542 provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

17. The Settling Parties, other than Serrano Equestrian, acknowledge they have specifically reviewed with their attorney the meaning and effect of the release set forth in this Agreement, the language of California Civil Code Section 1542, and the waiver of Section 1542 contained in this Agreement. The Settling Parties acknowledge their attorney has fully explained the impact of these provisions, and knowingly accept the risk associated with these provisions. This section is inapplicable to Serrano Equestrian, which is not currently represented by counsel.

18. **Covenant Not to Sue.** Coastkeeper covenants not to sue City or Serrano Equestrian for any violations of the Clean Water Act alleged in the Notice Letter at the Property for the term of the Settlement Agreement. Nothing in this Settlement Agreement shall be construed to prevent the Settling Parties from enforcing the terms of the Settlement Agreement. .

VIII. LITIGATION FEES AND COSTS

19. **Legal Fees and Costs.** To satisfy Coastkeeper's claim for its investigation fees and costs, expert/consultant fees and costs, reasonable attorneys' fees, and other costs incurred as a result of investigating and filing the lawsuit, and negotiating this Settlement Agreement, Defendants will pay \$135,000. The payment will be made within forty-five (45) days after the Effective Date. Payment will be payable to: "Orange County Coastkeeper" and delivered by certified mail, overnight delivery, or wire transfer to: Orange County Coastkeeper, 3151 Airway Avenue, Suite F-110, Costa Mesa, CA 92626.

20. **Compliance Monitoring and Oversight:** Defendant agrees to defray Coastkeeper's future monitoring costs of Defendants' compliance with this Settlement Agreement up to the amount of \$60,000. Coastkeeper has provided Defendants with an explanation of compliance monitoring and oversight costs

expected to be incurred during the term of this Settlement Agreement. The payment shall be made as follows:

20.1. Within forty-five (45) days after the Effective Date: \$24,000;

20.2. If this Settlement Agreement remains effective as of October 1, 2020, payment of \$20,000 shall be made by November 1, 2020; and,

20.3. If this Settlement Agreement remains effective as of October 1, 2021, payment of \$16,000 shall be made by November 1, 2021.

20.4. Any payments shall be made via wire transfer or check, made payable to: "Orange County Coastkeeper" and delivered by certified mail or overnight delivery, unless payment via wire transfer, to: Orange County Coastkeeper, 3151 Airway Avenue, Suite F-110, Costa Mesa, CA 92626.

21. Environmental Mitigation Project. To remediate alleged impairments to water quality in Serrano Creek alleged to be caused by the discharge of bacteria, sediment, and other pollutants from the Facility, Defendants agree to fund a project for removal of arundo donax in Serrano Creek along the Property's frontage with the creek. Payments for the project will be made as follows:

21.1. \$20,000 to Orange County Conservation Corps for labor and equipment;

21.2. Up to \$20,000 for actual costs of a biologist, permitting fees, access and other project-related costs.

21.3. The payment to Orange County Conservation Corps will be made within forty-five (45) days after the Effective Date, payable to Orange County Conservation Corps and submitted to: 1853 North Raymond Avenue, Anaheim, CA 92801.

21.4. Defendants shall provide Coastkeeper with a copy of all payments to Orange County Conservation Corps, regulatory agencies, a biologist, and disposal service at the time they are made.

IX. DEADLINES, BEST EFFORTS AND REASONABLE DILIGENCE

22. Where this Settlement Agreement requires City and/or Serrano Equestrian to apply for and obtain permits, certifications, or approvals, or complete projects, they will use all best efforts and reasonable diligence to do so within the timeframes stated herein. Should either Defendant be unable to meet such deadlines due to circumstances beyond Defendants' control, City and/or Serrano Equestrian shall notify Coastkeeper of the delay in writing no fewer than thirty (30) days before the deadline. Any notice pursuant to this paragraph shall describe the circumstances causing the delay and request Coastkeeper's consent to extend the deadline, and Coastkeeper shall not unreasonably withhold its consent to a reasonable extension under these circumstances. Should Coastkeeper refuse to consent to an extension under this paragraph, the affected Defendant may invoke its right to dispute resolution pursuant to paragraph 23.

X. DISPUTE RESOLUTION

23. **Dispute Resolution.** If a dispute under this Settlement Agreement arises or if a Settling Party believes that a breach of this Settlement Agreement has occurred, the Settling Parties will follow the following procedure:

23.1. **Meet and Confer.** A Party may invoke the dispute resolution procedures of this Paragraph by notifying the other Settling Party in writing of the disputed matter(s). The Settling Parties will schedule a meet and confer in good faith (either telephonically or in person) in an attempt to resolve the dispute informally over a period of ten (10) days from the date of the notice. The Settling

Parties may elect to extend this time in an effort to resolve the dispute without court intervention.

23.2. The Settling Parties shall request a meeting with the Regional Board in an attempt to resolve any disputes that will ultimately reside under the jurisdiction of the Regional Board prior to initiating a formal dispute by filing an action in Orange County Superior Court.

23.3. If the Settling Parties cannot resolve a dispute by the end of the meet and confer informal negotiation, the party initiating the dispute resolution provision may invoke formal dispute resolution by filing an action in Orange County Superior Court. The Settling Parties agree to request an expedited hearing schedule, if possible.

23.4. The dispute resolution procedures set forth in paragraphs 23.1, 23.2 and 23.3 shall govern all disputes arising under and/or related to this Settlement Agreement.

23.5. **Enforcement Fees and Costs:** Costs and fees incurred in conducting informal dispute resolution as described in paragraphs 23.1 and 23.2 shall be borne by each party. Litigation costs and fees arising from a formal dispute where an action is filed in Superior Court will be borne by the non-prevailing party.

MISCELLANEOUS PROVISIONS

24. **No Admission of Liability.** Neither this Settlement Agreement, payment pursuant to the Settlement Agreement, or any action undertaken in compliance with this Settlement Agreement constitutes or may be construed as a finding, adjudication, admission, or acknowledgment of any fact, law, or liability, nor may it be construed as an admission of violation of any law, rule, or regulation.

Each Defendant maintains and reserves all defenses they may have to any alleged violations that may be raised in the future.

25. **Execution in Counterparts.** The Settlement Agreement may be executed in any number of counterparts, all of which together shall constitute one original document. Telecopy, email of a pdf signature, and/or facsimile copies of original signatures shall be deemed to be originally executed counterparts of this Settlement Agreement.

26. **Authority to Sign.** The undersigned representatives for Plaintiff and Defendants each certify that he/she is fully authorized by the Settling Parties whom he/she represents to enter into the terms and conditions of this Settlement Agreement.

27. **Choice of Law.** The laws of the United States and the State of California govern this Settlement Agreement.

28. **Fees and Costs to Resolve Dispute.** Litigation costs and fees incurred in addressing and/or resolving any dispute, including an alleged breach of this Settlement Agreement, will be awarded to the prevailing party.

29. **Integrated Settlement Agreement.** This is an integrated Settlement Agreement. This Settlement Agreement is intended to be a full and complete statement of the terms of the agreement between the Settling Parties and expressly supersedes any and all prior oral or written agreements, covenants, representations and warranties, express or implied, oral or written, of the Settling Parties concerning the subject matter of this Settlement Agreement.

30. **Severability.** In the event that any provision, paragraph, section, or sentence of this Settlement Agreement is held by a court to be unenforceable, the validity of the enforceable provisions will not be adversely affected.

31. Modification of the Agreement. This Settlement Agreement, and any provisions herein, may not be changed, waived, discharged, or terminated unless by a written instrument, signed by each of the Settling Parties. Any request to modify any provision(s) of the Settlement Agreement, including but not limited to any deadline(s) set out herein, must be made in writing at least fourteen (14) days before an existing deadline(s) applicable to the provision(s) proposed to be modified.

32. Assignment. Subject only to the express conditions contained in this Settlement Agreement, all of the rights, duties and obligations contained in this Settlement Agreement shall inure to the benefit of and be binding upon the Settling Parties, and their successors and assigns. Defendants shall notify Coastkeeper within ten (10) days of any assignment, in conformity with the paragraph below.

33. Notices and Submissions. Unless specifically provided for in this Settlement Agreement, all notices or documents required or provided for by this Settlement Agreement shall be, to the extent feasible, sent via electronic mail transmission to the e-mail addresses listed below. If electronic mail transmission is not feasible, then via U.S. Mail with return receipt or by hand delivery to the following addresses:

Colin Kelly: colin@coastkeeper.org
Sarah Spinuzzi: sarah@coastkeeper.org
Orange County Coastkeeper
3151 Airway Avenue
Suite F-110
Costa Mesa, CA 92626

Unless requested otherwise by Defendants, any notices or documents required or provided for by this Settlement Agreement or related thereto that are to be provided to Defendants pursuant to this Settlement Agreement shall be provided by electronic mail transmission, certified U.S. Mail with return receipt, by overnight courier, FedEx, or by hand delivery to the addresses below:

For the City:

City of Lake Forest
c/o City Manager
25550 Commercentre Drive, Suite 100
Lake Forest, CA 92630
dslaven@lakeforestca.gov
drose@lakeforestca.gov

For Serrano Equestrian:

Serrano Creek Ranch Equestrian
c/o Matt Rayl
25200 Trabuco Road
Lake Forest, CA 92630
mattrayl@hotmail.com

34. Notifications of communications will be deemed submitted on the first business day following the date that they are postmarked and sent by first-class mail or deposited with an overnight mail/delivery service. Notifications of communications for electronic mail will be deemed submitted on the date they are sent. Any change of address shall be communicated in the manner described above for giving notices.

35. **Deadlines Falling on Non-Business Days.** Any deadlines related to this Settlement Agreement which fall on the weekend or on a federal holiday shall be extended to the following business day.

36. **Force Majeure.** Force Majeure includes any act of God, war, fire, earthquake, windstorm, flood or natural catastrophe; civil disturbance, vandalism, sabotage or terrorism; restraint by court order or public authority or agency; or action or non-action by, or inability to obtain the necessary authorizations or approvals from any governmental agency. Force Majeure shall not include normal inclement weather, economic hardship, or inability to pay. Any party seeking to rely upon this paragraph to excuse or postpone performance, shall have the burden of establishing that it could not reasonably have been expected to avoid the Force Majeure event and which by exercise of due diligence has been unable to overcome the failure of performance. The Settling Parties shall exercise due diligence to resolve and remove any Force Majeure event. Delay in compliance with a specific obligation under this Settlement Agreement due to Force Majeure as defined in this paragraph shall not excuse or delay compliance with any or all other obligations required under this Settlement Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Settlement Agreement as of the date last set forth by a Settling Party below.

SIGNATURES ON FOLLOWING PAGE

SIGNATURE PAGE TO SETTLEMENT AGREEMENT BY AND BETWEEN ORANGE
COUNTY COASTKEEPER, CITY OF LAKE FOREST, AND LAKE FOREST EQUESTRIAN
CENTER, INC. D/B/A SERRANO CREEK RANCH EQUESTRIAN

APPROVED AS TO FORM:

By (Signature) *Sarah J. Spinuzzi*
Print Name: Sarah J. Spinuzzi
Title or Position Staff Attorney

Dated this 17 day of September 2019

APPROVED AS TO FORM:
BEST BEST & KRIEGER LLP

By (Signature): Signed in Counterpart
Matthew Richardson, City Attorney
Dated this ____ day of _____ 2019

ORANGE COUNTY COASTKEEPER

By (Signature): *Garry Brown*
Print Name: Garry Brown
Title or Position Executive Director
Dated this 17 day of September 2019

CITY OF LAKE FOREST, CALIFORNIA

By (Signature): Signed in Counterpart
Print Name: _____
Title or Position _____
Dated this ____ day of _____ 20__

**LAKE FOREST EQUESTRIAN CENTER, INC.,
D/B/A SERRANO CREEK RANCH**

By (Signature): Signed in Counterpart
Print Name: _____
Title or Position _____

Dated this ____ day of _____ 2019

SIGNATURE PAGE TO SETTLEMENT AGREEMENT BY AND BETWEEN ORANGE
COUNTY COASTKEEPER, CITY OF LAKE FOREST, AND LAKE FOREST EQUESTRIAN
CENTER, INC. D/B/A SERRANO CREEK RANCH EQUESTRIAN

APPROVED AS TO FORM:

By (Signature) Signed in Counterpart

Print Name: _____

Title or Position _____

Dated this ____ day of _____ 2019

ORANGE COUNTY COASTKEEPER

By (Signature): Signed in Counterpart

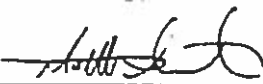
Print Name: _____

Title or Position _____

Dated this ____ day of _____ 2019

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP

By (Signature): 

Matthew Richardson, City Attorney

Dated this 24 day of September 2019

CITY OF LAKE FOREST, CALIFORNIA

By (Signature): 

Print Name: Debra Rose

Title or Position City Manager

Dated this 23 day of September 2019

LAKE FOREST EQUESTRIAN CENTER, INC.,
D/B/A SERRANO CREEK RANCH

By (Signature): Signed in Counterpart

Print Name: _____

Title or Position _____

Dated this ____ day of _____ 2019

SIGNATURE PAGE TO SETTLEMENT AGREEMENT BY AND BETWEEN ORANGE
COUNTY COASTKEEPER, CITY OF LAKE FOREST, AND LAKE FOREST EQUESTRIAN
CENTER, INC. D/B/A SERRANO CREEK RANCH EQUESTRIAN

APPROVED AS TO FORM:

By (Signature) Signed in Counterpart

Print Name: _____

Title or Position _____

Dated this ____ day of _____ 2019

ORANGE COUNTY COASTKEEPER

By (Signature): Signed in Counterpart

Print Name: _____

Title or Position _____

Dated this ____ day of _____ 2019

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP

By (Signature): Signed in Counterpart

Matthew Richardson, City Attorney

Dated this ____ day of _____ 2019

CITY OF LAKE FOREST, CALIFORNIA

By (Signature): Signed in Counterpart

Print Name: _____

Title or Position _____

Dated this ____ day of _____ 2019

**LAKE FOREST EQUESTRIAN CENTER, INC.,
D/B/A SERRANO CREEK RANCH**

By (Signature): 

Print Name: Matt Rayl

Title or Position President

Dated this 17th day of September 2019