

~~TPM 20747~~  
ER 03-14-036  
TPM 20747

# **Fire Protection Plan/Fuel Management Plan**

**[TPM 20747]**

**Submitted for Review by Fire Marshal**

**Lamont Landis**

**January 6, 2009**

## Table of Contents

1.0	Introduction and Scope	2
2.0	Topography	2
3.0	Fire Department Location and Response Time	2
4.0	Wildfire History	3
5.0	Fire Potential in the Area	3
	5.1 Effect of the Project	3
	5.2 Existing On-site and Surrounding Area Vegetation	3
	5.3 Water Supply	4
	5.4 Landscape Concept	4
	5.5 BehavePlus Wildfire Modeling	4
	5.6 Fuel Modification Zones and Landscape Requirements	5
6.0	Mitigation for Structures	5
7.0	Fuel Management Zones	6
	7.1 Fuel Management Zone A	7
	7.2 Fuel Management Zone B	8
	7.3 Fuel Management Zone C (Additional 80' of Fire Protection)	8
	7.4 Fuel Management Zone Maintenance Requirements	9
8.0	Fire Prevention Requirements at Large	10
9.0	Fire Access Roads	10
10.0	Fire Safe Community planning	12
	Appendix A Acceptable Plant List for Defensible Space	
	Appendix B Fire Apparatus Turnaround Configurations	
	Appendix C Photos	
	Appendix D BehavePlus Fire Model	
	Appendix E RAWS	
	Appendix F Guidelines for Ignition Resistant Construction	
Exhibit 1	FPP Exhibit/Preliminary Grading Plan	
Exhibit 2	Agreement between RMWD and San Diego RFPD	
Exhibit 3	Agreement between RMWD and the Land Owner	
Exhibit 4	Aerial Photo Showing Rainbird Road Extension	
Exhibit 5	Thomas Bros. Map showing Roads in the Barona Mesa Area	

## **1.0 Introduction and Scope**

This Fire Protection Plan/Fuel Management Plan has been prepared for TPM 20747, a lot split with residential development in the Barona Mesa area, south of San Diego Country Estates in Ramona, California. The development is situated off Rainbird Road, approximately ¼ mile south of the point where the paved section of Rainbird Road ends and continues along a narrow dirt road.

The project is situated within the jurisdiction of San Diego Rural Fire Protection District (RFPD). It is approximately 60.3 acres in area, APN No. 331-040-21 and 22, and proposes to develop five, 12-acre single family, residential lots (4 plus 1 Remainder parcel). Exhibit 1, 'FPP Exhibit/Preliminary Grading Plan', shows the proposed lot layout, building pad locations, and the biological open space and fire buffer easement configuration.

This plan has been developed to protect the residential structures from potential wildfire hazards to the maximum practical extent. It does not guarantee that the structure will not burn, but greatly reduces that possibility by incorporating a variety of factors into the fuel modification plan. These factors include wildfire history, prevailing wind patterns, existing vegetation/fuel loading, terrain, and adjacent vegetation and land use. Please note these are not shelter in place residences.

## **2.0 Topography**

The project encompasses flat land with gentle slopes. A steep sloped hillside exists farther to the east of the project site. (See Exhibit 1 for on-site topographic information.)

## **3.0 Fire Department Location and Response Time**

Although the property lies within the jurisdiction of San Diego RFPD, initial fire response is provided by Ramona Fire District/Ramona Municipal Water District (RFD/RMWD) under a fire service agreement between RMWD and San Diego RFPD, and between the land owner and San Diego RFPD.

Exhibit 2 is the recorded Agreement between RMWD and San Diego RFPD, dated June 3, 2008. Exhibit 3 is the recorded Agreement between RMWD and the land owner, dated May 16, 2008.

The initial response is from Ramona Fire District's Station #81 located on San Vincete Road at Ramona Oaks Road. This station is staffed by three firefighters. Apparatus include one type one engine and one type three engine. The station is located 3.4 miles from the subject property and is 6.4 minutes away based upon using the estimated timetable in NFPA 1142.

#### **4.0 Wildfire History**

On October 25, 2003 the Cedar wildfire burned over 280,000 acres of natural open space and destroyed 2232 homes in San Diego County. It did affect the project site and the Barona Mesa area of Ramona. Embers from the wildfire traveled long distances due to Santa Ana winds and low humidity. The Cedar fire, driven by Santa Ana winds, was fueled by 50-year-old brush and an extended drought condition.

#### **5.0 Fire Potential in the Area**

The site has the potential to experience a vegetation fire. This conclusion is based on type of the vegetation, its continuous nature, Santa Ana winds, high temperatures, and low humidity and potential for drought conditions.

#### **5.1 Effect of the Project**

The development of the project site will substantially reduce and retard the spread of wildfire as result of the following factors:

- Reduction of the fuel loading as result of site development;
- Increased water supply from additional water tank storage for fire fighting;
- Improved access and the resultant reduction in fire response time, due to construction of more than ½ mile of paved roadway for the ‘circulation element’ Rainbird Road, and
- Fuel management zone system (as described under Sections 5.6 and 7) along with clearing of home sites to provide additional fuel breaks.

Exhibit 4 is an aerial photograph showing the proposed ½ mile extension of Rainbird Road. Note that the indicated improvements involve both on and off-site segments of Rainbird Road.

#### **5.2 Existing On-site and Surrounding Area Vegetation**

The on-site vegetation consists of southern mixed chaparral. Most of the site is undisturbed except for a small portion burned in the Cedar fire. The surrounding land parcels to the north, west and east of the project are developed and have similar vegetation. These properties are maintained on annual basis pursuant to the requirements of San Diego RFPD. The property to the south is undeveloped and has similar vegetation.

### **5.3 Water Supply**

The water supply for the project will come from existing and proposed wells and water tanks. Domestic and fire flow systems will be designed pursuant to San Diego RFPD requirements.

The requirements for water tank storage are (a) 10,000-gallon water tank for structures up to 1,500 square feet, and (b) 15,000-gallon water tank for structures over 1,500 square feet in size. This represents an additional supply of 5,000 gallons over the current requirements.

### **5.4 Landscape Concept**

A low fuel, drought tolerant landscape concept has been designed for the project. Low fuel, drought tolerant native plant species will be incorporated to the maximum extent possible. A list of acceptable plant species is included in Appendix A.

The final landscape concept and plant palate, as part of the building permit package, shall be approved by the Department of Planning and Land Use (DPLU) and San Diego RFPD. Individual homeowners will be responsible for installing and maintaining their front, side and rear yard landscaping in accordance with the approved landscape species list.

### **5.5 BehavePlus Wildfire Modeling 2**

The BehavePlus Fire Modeling System (Version 4.0.) developed by the U.S. Forest Service Rocky Mountain Research Station is the generally accepted software for modeling large-scale wildfire behavior and characteristics. It was designed to evaluate a variety of wildfire variables for large wildland fires including surface fire spread, safety zones, fire containment, spotting distance crown scorch and probability of ignition. Two aspects of this program (surface fire spread and safety zone) have been utilized to assist in determining acceptable fuel modification requirements. The BehavePlus program, coupled with onsite and surrounding area vegetation, access, slope and weather conditions are the basis for the following.

The BehavePlus fire system been run for the following worst case scenarios:

60 MPH wind 100-degree ambient air temperature, 2 % dead fuel moisture, 50 % live fuel moisture and 25% max slope with 25 % average slope aspect. The model was run for two fuel model scenarios, as the project contains varying types of fuels. The weather is based on current possible scenarios devised from RAWS data compiled for worst case results.

It should be noted that the BehavePlus model does not and cannot include all variables associated with a specific site and regime, and adjacent mixed land uses can influence the results.

The BehavePlus Model run results are summarized in Table 1.

**Table 1 [4.1 BehavePlus Fire Model]**

Fuel Model 1 [Short Grass (s)]

Wind Speed & Direction	Mid-flame	Rate of Spread	Fire Line Intensity	Flame Length
60 mph N, NE, E	24.0 mph	665.6 Ch/h	1415 Btu/ft/s	12.7

Up-slope spotting distance= 1.1 miles

Fuel Model sh7 [Southern Mixed Chaparral (S) (147)]

Wind Speed & Direction	Mid-flame	Rate of Spread	Fire Line Intensity	Flame Length
60 mph N,NE, E	30.0 mph	581.2 Ch/h	29596Btu/ft/s	51.3 ft.

Up-slope spotting distance= 3.0 miles

The Behave Plus, coupled with the expected offshore Santa Ana Wind direction, anticipated down slope fire line aspect, and relatively low fuel vegetation within the urban wildland interface areas, and existing fuel modified areas, serves as a basis for formulation of the recommended fuel modification zone locations.

### **5.6 Fuel Modification Zones and Landscape Requirements**

A three tiered fuel modification zone system (FMZ) is proposed to create adequate fire safety buffer areas within the proposed development that would establish defensible space in the event of a wildfire. The FMZ recommendations are based upon a combination of BehavePlus modeling data, on-site vegetation, access, surrounding area fuel conditions, slope, and worst-case weather conditions. The fuel modification zones have been designed to meet the requirements of San Diego RFPD and San Diego County DPLU.

All landscaping within the fuel modification zones shall be approved as part of the building permit application by San Diego RFPD and shall include low fuel, drought tolerant plant species (see Appendix A). A landscape plan shall be submitted for approval and shall comply with the FMZ plan herein.

### **6.0 Mitigation for Structures**

All new structures shall be equipped with the following interface features.

1. Roofs will be Class A noncombustible material and shall meet the DPLU standards.
2. Eaves will be of noncombustible material and boxed.
3. Exterior walls will be a noncombustible or ignition restive material.

4. All structures will be equipped with automatic fire sprinklers (NFPA 13D). All sprinkler systems shall be approved by San Diego RFPD prior to installation.
5. All future out-buildings must be approved by San Diego RFPD prior to installation.
6. Provide the following fire resistive construction features and comply with Chapter 7A of the San Diego County Building Code in effect at the time of building permit application.
  - A. Exterior walls of residence and garage must be non-combustible or ignition resistive material (stucco, masonry or approved cement fiberboard, no wood).
  - B. Any eaves, soffits and facias must comply with ignition resistant construction.
  - C. There shall be no paper faced insulation in the attic or other ventilated spaces.
  - D. There shall be no plastic or vinyl on the exterior surface.
  - E. Ventilation: No attic ventilation opening or louvers shall be permitted in soffits or overhanging areas. Attic or foundation ventilation openings or types of ventilation shall be covered with ¼ " mesh corrosion resistant or other approved equivalent protection. All attic ventilation shall comply with requirements of the building code. Vents shall not face any unmodified fuel that is not cleared 100 feet from the structure. All vents and their locations shall be approved by building official and the fire department.
  - F. Exterior doors shall be not less than 20 min. fire rating.
  - G. All projections shall be of non-combustible or ignition resistive construction and include the following: Exterior balconies, carports, decks, gazebos, patio covers, unenclosed roofs, and floors and other outbuildings. Vinyl or plastic material is not allowed. All appendages and or projections from the structure shall be of like construction.
  - H. For wood or vinyl fencing or other attached items, the first five feet must be of ignition resistive construction or meet the same fire resistive standards as the exterior walls of the structure.
  - I. Spark arresters shall be installed on all chimneys and other vents on appliances as required per building and fire codes.
  - J. Windows are restricted to tempered glass, or dual-pane glass assemblies with minimum one pane tempered, or glass block. Vinyl window must have welded corners with metal reinforcing to prevent glass from falling out with flame impingement. Vinyl must be labeled showing ANSI/AAMA/NWDA 101/I.S.2-97 Structural requirements.

## **7.0 Fuel Management Zones**

Fuel Management Zones are measured on a horizontal plane from the structure rather than up or down a slope. These zones will not interfere with biological open space in view of the proposed 180' limited building zone (LBZ) as shown in Exhibit 1.

Because some of the fuel management zones are likely to extend into adjacent parcels, it is proposed that the CC&Rs for the project will include the necessary stipulations for fire clearance easements. Such easements will remain in force until not needed pursuant to the neighbor's development of his property.

All vegetation in these zones shall be maintained per San Diego RFPD weed abatement requirements and planted with vegetation from the San Diego County Acceptable Plant List (Appendix A) for defensible space in fire prone areas.

For Parcels 1, 2, 3 and 4:

These parcels shall have zones defined as A, B and C with a combined distance of 180 feet in those locations that adjoin land covered with model 4 fuel. Zone A shall be the distance from the structure out to 50 feet (front, back and side yards). Zone B shall be the distance from 50 feet to 100 feet in all directions. Zone C shall be from 100 feet out to 180 feet in northerly and easterly directions. Some of the zones may cross into neighboring parcels.

Please note that the standard (or basic) fire code recommended distance for any building structure is 100 feet from vegetation. The FMZ as proposed herein will thus provide an additional 80 feet of fuel modification.

For the Remainder Parcel:

This parcel shall have the zones A, B and C as defined for Parcels 1 through 4. In addition, the building structure on the Remainder parcel shall be located at a minimum distance of 100 feet from the eastern property line. For this purpose, the Preliminary Grading Plan shall show 100' Limited Building Zone on the east property line of the Remainder parcel.

San Diego Rural Fire Protection District, on June 7, 2005, adopted the provisions of San Diego County Code of Regulatory Ordinances Title 6, Division 8, Chapter 4 for the purpose of clearance requirements. Section 68.404(a) of the said Chapter 4 stipulates that "the Director may authorize a distance less than one hundred (100) feet, but no less than thirty (30) feet" for clearance of brush." This will ensure a total of 180 feet fuel modification for the Remainder Parcel.

## **7.1 Fuel Management Zone A**

Zone A, the first 50 feet around the structure, is an area where native vegetation has been removed and planted with drought-tolerant and fire resistant plant material. Plant selection shall be made from Appendix A.

The purpose of this set back zone A is to provide a defensible space for fire suppression forces to protect structures from radiant and convective heat. The following shall be part of fuel management of Zone A.

1. No combustible construction, groves, firewood, propane tanks, fuel, or combustible native or ornamental vegetation shall be allowed within the 50 foot set back Zone A or within 30 feet of the edge of slopes.
2. Mature trees (>18') to be limbed up or canopied 6' from ground level and spaced on 40' centers.
3. No tree limbs within 10' of chimney outlets or dead limbs overhanging structures.
4. Plant spacing must be as follows.
  - A. Slopes 0-20 % ---2 times the height of the mature plant.
  - B. Slopes 21-40 %---4 times the height of the mature plant.
  - C. Slopes >41 %---6 times the height of the mature plant.

## **7.2 Fuel management Zone B**

This fuel management zone consists of managed landscaping for the next 50 feet beyond Zone A. Landscape plans shall be submitted as part of the building permit application to San Diego RFPD for approval. The plans must delineate the fuel modification area that will be managed on on-going basis utilizing the plant material listed in Appendix A. Plans shall also include methods of erosion control to protect against any slope failure. The following shall apply to Zone B:

1. Clear all existing native combustible vegetation, which may be subsequently planted pursuant to the list in Appendix A.
2. Existing groves may exist within this area, but at least 50% clearing is required.
3. Trees or new groves are to be maintained as noted for Zone A and spaced in the following manner.
  - A. Slopes 0-20%---40' on center.
  - B. Slopes 21-40---60' centers
  - C. Slopes > 40%---90' center.
4. Tree litter (duff) may remain under groves up to 6'' in depth.
5. Fire resistive plant materials are also required in Zone B to control soil erosion and/or to reduce vegetation mass near the wildland interface.
6. Plant spacing will be the same as noted for Zone A.

## **7.3 Fuel Management Zone C (Additional 80' of fire protection)**

Zone C is the non-irrigated area between 100 and 180 feet that includes both manufactured and natural slopes. Invasive or fire-prone native and exotic species are to be removed from Zone C and not permitted to grow back. The following is a list of invasive and fire-prone species.

<u>Botanical Name</u>	<u>Common Name</u>
Adenostoma fasciculatum	Chamise
Adenstoma spacsifolium	Red Shank
Artemisia californica	California Sagebrush
Brassica Nigra	Black Mustard
Brassica ropa	Yellow Mustard, field mustard, wild turnip
Eriogonum fascilatam	Common Buckwheat
Nicotiana Bigelevelil	Indian Tobacco
Nicatiano glauca	Tree Tobacco
Salsola tragus	Tumble Weed, Russian Thistle
Salvia mellifera	Black Sage
Salvia opiana	White Sage

No pyrophytes that are high in oils and resins such as pines, eucalyptus, cedar, and cypress or juniper species shall be planted in this zone.

All remaining plants shall be maintained to a height of up to 18 inches and the native trees and aborescent native shrub species, (such as Oaks, Mexican Elderberry, Toyon, Mission Manzanita, and Laurel Sumac that are over 6 feet in height and can be formed into trees) shall be trimmed 6 feet up from the ground. Trees must be separated by at least 1.5 times the fully developed height of the retained tree canopies. All of the dead material must be removed annually or as required by San Diego RFPD.

The ground cover, native plants and grasses below the tree canopies shall be weed whipped and maintained. Open areas resulting from plant removal (root system shall be left in tact) will be hydroseeded with mix of native annual and perennial grasses. These grasses will be allowed to grow and produce seed during winter and spring. As grasses begin to cure (dry out), they will be cut 18 inches or less.

#### **7.4 Fuel Modification Zone Maintenance Requirements**

The FMZs must be maintained in a manner that fulfils the intent of the fuel modification plan and meets the requirements of San Diego RFPD. Following initial planting and irrigation set up, maintenance activities include weeding, plant pruning, removal of dead and downed vegetation, and replacement of plants as needed. Additionally, the items listed below will also apply.

1. Each lot owner is personally responsible for all landscaping fuel treatment zones within his property boundaries. Whenever the FMZ extends into the adjoining property within the development, the lot owner benefiting from the fuel treatment shall be allowed pursuant to the CC&Rs (or other legally binding arrangements) to perform landscape

work on the adjacent property. Such easements will remain in force until not needed pursuant to the neighbor's development of his property.

2. The San Diego RFPD will hold each lot owner accountable for enforcement of all wildland fire protection provisions of this plan.
3. The lot owner shall not allow trash dumping or disposal of any yard trimmings in the fuel treatment zones.
4. The San Diego RFPD or its designated representative shall decide any disputes related to the landscaping or fuel treatment of individual lots, and to interpretation of the Fire Protection Plan. Its decision shall be final and binding on the lot owner.
5. Should modifications to the Tentative Map occur, any part or all of the Fire Protection Plan may be revised at the discretion of San Diego RFPD.

## **8.0 Fire Prevention Requirements at Large**

The proposed project is subject to policies, guidelines and regulations of San Diego RFPD, the Fire Prevention Bureau Policy and Procedures Manual, the San Diego County Fire Code and the vegetation Abatement in Sensitive Habitats Memorandum of Understanding. Fire safety and hillside residential design requirements are contained in the Fire Prevention/Plans and Permits section.

## **9.0 Fire Access Roads**

The primary access to the subject subdivision is by Rainbird Road which is paved to a point about ¼ mile north of the project site. The project proposes to extend the currently paved section of Rainbird Road by more than ½ mile to terminate at the south boundary of the property. This paved extension of Rainbird Road thus includes ¼ mile of roadway offsite and ¼ mile of roadway within the project site. Thereafter, the roadway continues southerly along Mykrantz Truck Trail which is currently unpaved.

Exhibit 4 is an aerial photograph showing the existing network of roads in the vicinity of the project site. It highlights the offsite and onsite sections of Rainbird Road that are proposed to be paved.

This design of Rainbird Road extension allows for paved roadway access to the site by fire equipment and for the egress of private vehicles in the event of a wildfire. It helps reduce the spread of fire and is a part of the overall fuel modification plan.

The extension of Rainbird Road, as described above, will be graded 32 feet wide and improved 24 feet with asphalt concrete surfacing. The grade for the roadway is gentle, well below 10%,

except for a small segment (less than 300') at 12% grade along the west boundary of the project site. Additionally, at the point where Baretta Star Ranch Road intersects Rainbird Road, a street name sign will be installed per DS-13 standard displaying names of both roads.

Rainbird Road shall have a clearance of (a) 30 feet on each side of the pavement for its new, curvilinear segment, and (b) 6 feet for its existing, north-south linear segment consistent with the constraints of biological open space easements (Exhibit 6, letter from Chief Nissen dated October 25, 2005 provides the clarification for this reduced clearance). Also, turnarounds on all lots shall comply with Appendix B.

A secondary access for emergencies that has been used in the past connects to Wildcat Canyon Road via Painted Rock, San Vicente Oaks and Baretta Star Ranch Roads. These are not paved roads and do not appear to be maintained in a manner acceptable for secondary access. Exhibit 5 is the Thomas Bros. map showing roads in the Barona Mesa area.

Section 1273.09 of the California Code of Regulations Title 14 stipulates the maximum length of dead-end road permissible for subdivisions. For the subject project, the length of Rainbird Road from a point of two means of access is approximately 8,930 feet (as measured from its intersection with Hereford Drive). This length exceeds the threshold length of 1,320 feet by a factor of 6.77 and hence the project does not meet the standards of Section 1273.09.

In absence of a reliable secondary access, on the other hand, the measures proposed as part of this Fire Protection Plan produce the 'same practical effect':

- A three tiered fuel modification zone system (FMZ) that creates 180' of fuel modification and adequate fire safety buffer areas. In turn, this would establish a defensible space in the event of a wildfire (see Sections 5.6, 7.0 and 7.1 through 7.4).
- Construction of over ½ mile of paved roadway that would extend the existing Rainbird Road. This will measurably improve the response time of the fire equipment and its access to the site and the neighboring parcels in the event of a wildfire.
- Mitigation measures are required for all new structures that incorporate interface features. While these do not guarantee that the structures will not burn, the measures will greatly reduce that possibility and will significantly enhance the fire resistant characteristics of individual homes.
- 30 feet of clearance (FMZ) along the new roads and driveways, and 6 feet clearance along the existing road at the biological open space.
- Addition of 5,000 gallons in water storage, namely (a) 10,000-gallon water tank for structures up to 1,500 square feet, and (b) 15,000-gallon water tank for structures over 1,500 square feet in size. This is 5,000 gallons over the current water tank storage requirements.

Finally, in light of the project design and the measures proposed for fire protection and mitigation, Chief Nissen of San Diego RFPD has concluded that a secondary access is not necessary for this minor subdivision.

## **10.0 Fire Safe Community Planning**

In summary, this project has been designed to be a fire safe community with defensible space.

The proposed residential lots are adjacent to existing residential land use areas with existing fuel modification requirements. The on-site wildfire risk to the proposed dwellings will be mitigated with the implementation of a fuel modification plan and construction of fire access roads.



DOC # 2008-0418347



RECORDING REQUESTED BY and AFTER  
RECORDING MAIL TO:

AUG 05, 2008 3:04 PM

Sherry McGarry (760 788 2251)  
Ramona Municipal Water District  
105 Earlham Street  
Ramona, CA 92065

*Handwritten:* JB  
74  
NF

OFFICIAL RECORDS  
SAN DIEGO COUNTY RECORDER'S OFFICE  
GREGORY J. SMITH, COUNTY RECORDER  
FEES: 0.00

PAGES: 7



Recording without fee requested pursuant to Gov't Code § 27383

(Space above this line for County Recorders Use Only)

**TEMPORARY FIRE SERVICE AGREEMENT  
BETWEEN RAMONA MUNICIPAL WATER DISTRICT AND  
SAN DIEGO RURAL FIRE PROTECTION DISTRICT**



**Exhibit 2**

**TEMPORARY FIRE AND EMERGENCY MEDICAL TECHNICIAN (EMT)  
SERVICE AGREEMENT BETWEEN  
RAMONA MUNICIPAL WATER DISTRICT AND  
SAN DIEGO RURAL FIRE PROTECTION DISTRICT**

This agreement ("Agreement") is made as of the 3 day of June, 2008, ("Effective Date") by and between Ramona Municipal Water District ("RMWD"), an municipal water district organized and existing under the Municipal Water District Law of 1911, Water Code Section 71000 *et seq.*, and San Diego Rural Fire Protection District ("Rural Fire"). RWMD and Rural Fire are referred to herein as "Parties" collectively.

**RECITALS**

WHEREAS, RMWD and Rural Fire are public agencies of the State of California engaged in providing fire service and emergency medical services to lands lying within their respective boundaries;

WHEREAS, Ramona Associates LLC ("Landowner"), owns real property commonly known as the Kvaas Property located off of Rainbird Road in Ramona, APN 331-040-21 and 22, and more particularly described on Exhibit "A" attached hereto and incorporated herein ("Landowner's Property"); and

WHEREAS, the Landowner's Property lies within the boundaries of Rural Fire; and

WHEREAS, RMWD provides and shall continue to provide emergency fire services to residents in the Barona Mesa area within the jurisdiction of Rural Fire; and

WHEREAS, as a condition of regulatory approval to develop Landowner's Property, Landowner must secure a formal temporary fire service commitment from RMWD because RMWD has a fire fighting facilities proximate to the Landowner's Property; and

WHEREAS, Landowner desires to reimburse RMWD for the formal commitment of temporary fire service; and

WHEREAS, pursuant to Section 5.22 of the RMWD Legislative Code, RMWD may formally commit to provide temporary fire services to Landowner's Property upon the consent of Rural Fire as provided for by this Agreement and following the payment of applicable fees by the Landowner to be calculated pursuant to Section 5.22.040 of the RMWD Legislative Code; and

WHEREAS, nothing set forth herein, including but not limited to, RMWD's formal commitment to provide temporary fire services to the Landowner's Property, shall be deemed or construed to modify RMWD's provision of emergency fire services to residents in the Barona Mesa area within the jurisdiction of Rural Fire.

NOW, THEREFORE, for the consideration stated herein, the Parties agree as follows:

### AGREEMENT

1. Landowner's Property. Landowner's Property is described in Exhibit "A," attached hereto and made a part hereof.

2. Temporary Fire Service. RMWD hereby formally commits to provide temporary fire and emergency medical service to Landowner's Property in the same nature and quality as would have been provided if Landowner's Property were located within RMWD's boundaries. It is understood that RMWD can only furnish fire services outside its boundaries if RMWD resources and funds are sufficient to provide such fire services. The provision of temporary fire service to Landowner's Property shall not be deemed to modify RMWD's provision of emergency fire services to residents in the Barona Mesa area within the jurisdiction of Rural Fire.

3. Consent to Service by Rural Fire. Rural Fire hereby consents to RMWD providing the foregoing temporary fire service. In consideration of RMWD's formal commitment to provide temporary fire service to the Landowner's Property as set forth herein, Rural Fire shall annually invoice, collect (or have collected as property tax assessment on its behalf) and forward to RMWD within thirty (30) days of the receipt thereof, the following fee paid by Landowner to Rural Fire:

An Annual Service fee of \$393.00 as required by Legislative Code section 5.22.040(H). In the event the annual fee currently charged by RMWD to its residents is raised by a specific amount, this fee shall be increased by the same specific amount. Payment shall be made as a condition of service as set forth herein.

4. Terminating Temporary Service - Notice by Rural Fire. At such time as Rural Fire believes that reasonably economic permanent fire services is or can be made available to Landowner's Property from Rural Fire (or other entities within the boundaries of Rural Fire), Rural Fire shall notify RMWD and Landowner. Thereupon, the temporary fire service provided by RMWD shall be terminated and arrangements shall be made by Landowner and Rural Fire (or another entity within Rural Fire) to provide fire services to said Landowner's Property. Said notice shall provide reasonable terms, conditions and times for accomplishing the changeover.

5. Indemnification. Rural Fire and RMWD shall indemnify and hold harmless each other and their members of the Board, agents and employees, against any and all claims, liabilities, expenses or damages, including responsible attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, or any claim which arises in connection with the performance of this Agreement. The only exception to Rural Fire and RMWD's duty to save and hold harmless each other, their members of the Board, agents and employees is due to the sole negligence or willful misconduct of Rural Fire or RMWD or their members of the Board, agents and employees. This

indemnification provision shall apply to all liability regardless of whether any insurance policies are applicable. Any insurance policy limits do not act as a limitation upon the amount of indemnification to be provided under this provision.

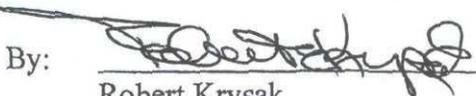
6. Governing Law. This Agreement shall be construed in accordance with and be governed by the laws of the State of California. The Parties agree that San Diego County, California is the proper venue for enforcement of the terms of this Agreement. The prevailing party in any action to enforce this Agreement or otherwise concerning the terms of the settlement of any action shall be awarded costs and attorney's fees.

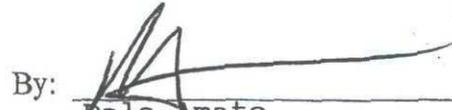
7. Entire Agreement. This Agreement embodies the entire understanding between the Parties pertaining to the matters described herein. Each party acknowledges that no party, agent or representative of the other party has made any promise, representation or warranty, express or implied, not expressly contained in this Agreement, that induced the other party to sign this document. No modification of this Agreement shall be valid unless agreed to in writing by the Parties. The Parties bind themselves, their partners, successors-in-interest, assigns and representatives to the other party to this Agreement, and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. This Agreement may be executed in separate counterparts, the whole of which shall constitute a binding agreement. Facsimile signatures, when received, shall have the same force and effect as original signatures. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement unless elimination of such provision materially alters the rights and obligations set forth herein.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by the signatures of their authorized representatives below.

**RAMONA MUNICIPAL WATER DISTRICT**

**RURAL FIRE PROTECTION DISTRICT**

By:   
Robert Krysak  
President, District Board of Directors

By:   
Dale Amato  
Chairman, Board of Directors

Date: 6/16/08

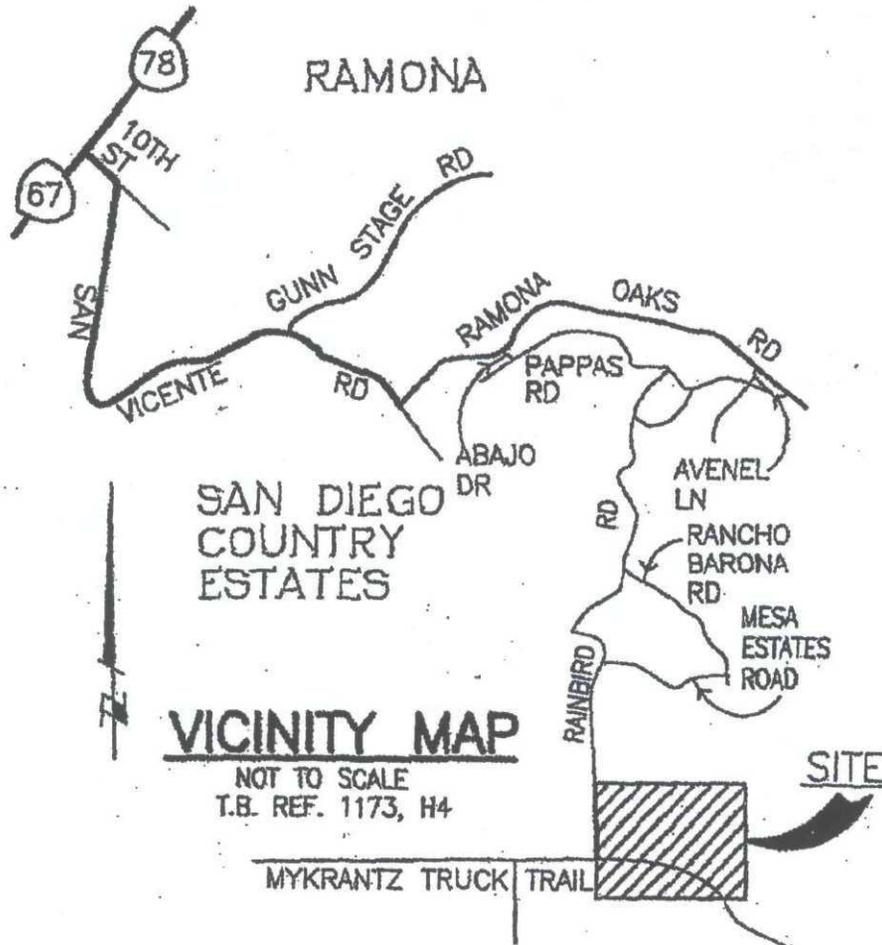
Date: 6/3/08

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

The northwest quarter of the southwest quarter and the west half of the northeast quarter of the southwest quarter of Section 4, Township 14 south, Range 2 east, San Bernardino Meridian, in the County of San Diego, State of California.

A Vicinity Map is shown below for reference purposes.



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of San Diego } SS

On June 16, 2008 before me, **Sherry McGarry, Notary Public,**  
personally appeared Robert Krysak, President, Board of Directors, Ramona Municipal  
Water District

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signatures on the instrument the person, or the entity upon behalf of which the person, acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

*Sherry McGarry*  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document*

**Description of Attached Document**

Title or Type of document: Temporary Fire and Emergency Medical Technician Service Agreement Between RMWD and San Diego Rural Fire Protection District

Document Date: 3 June 2008 Number of Pages 4 + 1 notary

Signer(s) Other Than Named Above: Dale Amato, Chairman, Board of Rural Fire Protection District

Capacity (ies) Claimed by Signer

Signer's Name Robert Krysak

- Individual
- Corporate Office – Title
- Other President Board of Directors, Ramona Mun. Water District



Right Thumbprint of Signer



DOC # 2008-0420046



AUG 06, 2008 11:41 AM

OFFICIAL RECORDS  
SAN DIEGO COUNTY RECORDER'S OFFICE  
GREGORY J. SMITH, COUNTY RECORDER  
FEES: 21.00

PAGES: 5



RECORDING REQUESTED BY and AFTER  
RECORDING MAIL TO:

Sherry McGarry (760) 788 2251  
RAMONA MUNICIPAL WATER DISTRICT  
105 Earlham Street  
Ramona, CA 92065

FB  
5P

Recording without fee requested pursuant to Gov't Code § 27383

(Space above this line for County Recorders Use Only)

**LETTER AGREEMENT FOR OUT-OF-DISTRICT FIRE AND EMERGENCY  
MEDICAL TECHNICIAN SERVICE BETWEEN  
RAMONA MUNICIPAL WATER DISTRICT  
AND KVAAS RAMONA ASSOCIATES, LLC**

Exhibit 3

**LETTER AGREEMENT FOR OUT-OF-DISTRICT FIRE AND EMERGENCY  
MEDICAL TECHNICIAN SERVICE BETWEEN  
RAMONA MUNICIPAL WATER DISTRICT  
AND KVAAS RAMONA ASSOCIATES, LLC**

May 16, 2008

Kvaas Ramona Associates, LLC.  
8812 La Mesa Blvd.  
La Mesa, CA 91941

RE: Out-of-District Fire Service for the Kvaas Property

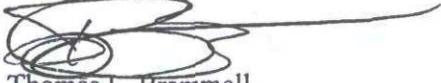
Dear Kvaas Ramona Associates, LLC.:

As you are aware, the Ramona Municipal Water District ("District") Board of Directors authorized your request for out-of-district fire and emergency medical services ("Service") for your property located at located off of Rainbird Road in Ramona, APN 331-040-21 and 22, ("Property") at their June 10, 2008, meeting. The following are terms and conditions of the Service:

1. The Service shall be subject to, and in accordance, with the District rules and regulations.
2. The Property will be served by San Diego Rural Fire Protection District (Rural Fire) or such other public entity as may be charged with the jurisdiction to provide fire service to the Property upon the of development of facilities within San Diego Rural Fire Protection District that enables Rural Fire to provide fire service within a reasonable time from facilities more proximate to the Property.
3. You shall pay a one time out-of-district Inclusion Fee, which is \$700.00 pursuant to Legislative Code section 5.22.040(F), as may be amended from time to time by the District Board in its sole discretion, and an Annual Service Fee of \$393.00 as required by Legislative Code section 5.22.040(H). In the event the annual fee currently charged by RMWD to its residents is raised by a specific amount, this fee shall also be increased by the same specific amount. Payment shall be made as a condition of service as set forth herein. Payment of the Service fee shall be annually invoiced by Rural Fire and paid within thirty (30) days of the date of said invoice, or collected as a property tax assessment on its behalf.
4. The Service only applies to the parcels noted above and to future lots which are subject of Property Owner's Tentative Parcel Map Application TPM 20747 and its Replacement Maps, if any. If the property is further divided in the future, the Service will not apply to the newly created or additional lots. Usual and customary fire service impact, mitigation, and/or building permit review fees that may be applicable to obtaining a building permit are not apart of the fees agreed to herein and may be assessed by Rural Fire at the time landowner applies for a building permit.
5. This agreement may be assigned to future owners of the property and/or owners of the lots which are the subject of Owner's TPM application 20747 (and its Replacement Maps, if any) without the prior consent of the RMWD and/or its Board of Directors subject only to future owner(s) continued payment of fee(s).

Please sign on the signature line below to signify that, as a condition of Service to your property, you agree to all the terms and conditions of this letter, without exception. The signatory below commits that he or she is authorized to legally bind Kvaas. If you have any questions, please call me at 760 789-1330.

Sincerely,

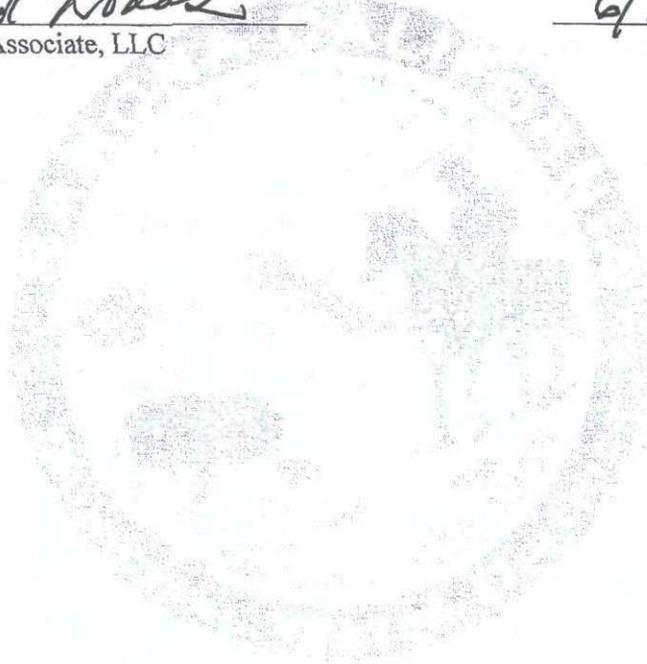


Thomas L. Brammell  
General Manager

**Property Owner:**

Harold Kvaas  
Kvaas Ramona Associate, LLC

6/13/08  
Date



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of San Diego } ss

On June 17, 2008 before me, **Sherry McGarry, Notary Public,**  
personally appeared Thomas L. Brammell, General Manager, Ramona Municipal  
Water District

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signatures on the instrument the person, or the entity upon behalf of which the person, acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

*Sherry McGarry*  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document*

**Description of Attached Document**

Title or Type of document: Letter Agreement for Out of District Fire and Emergency Medical Technician Service Agreement Between RMWD and Kvaas Ramona Associates, LLC

Document Date: signed 6/17/08 Number of Pages 2 + 1 notary

Signer(s) Other Than Named Above: Harold Kvaas, Kvaas Ramona Associates, LLC

**Capacity (ies) Claimed by Signer**

Signer's Name Thomas L. Brammell

- Individual
- Corporate Office - Title
- Other General Manager, Ramona Municipal Water District



Right Thumbprint of Signer

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of San Diego }

On 7-17-08 before me, Heather A. Davis, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Harold Kvaas  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Heather A. Davis  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: Letter Agreement for Out-of-District Fire and <sup>Emergency medical</sup> Tech Service

Document Date: 6-13-08 Number of Pages: 2

Signer(s) Other Than Named Above: NIA

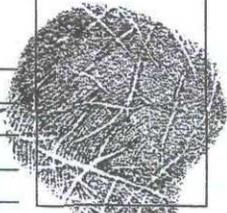
**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Harold Kvaas

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER

Top of thumb here



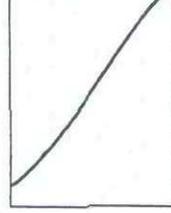
Signer Is Representing: SELF

Signer's Name: NIA

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER

Top of thumb here



Signer Is Representing: \_\_\_\_\_

Exhibit 4 : Aerial Photograph of the Project  
Site & Surrounding Area  
[Plate 1/2]

↑  
1" = 300'

[TPM 20747]

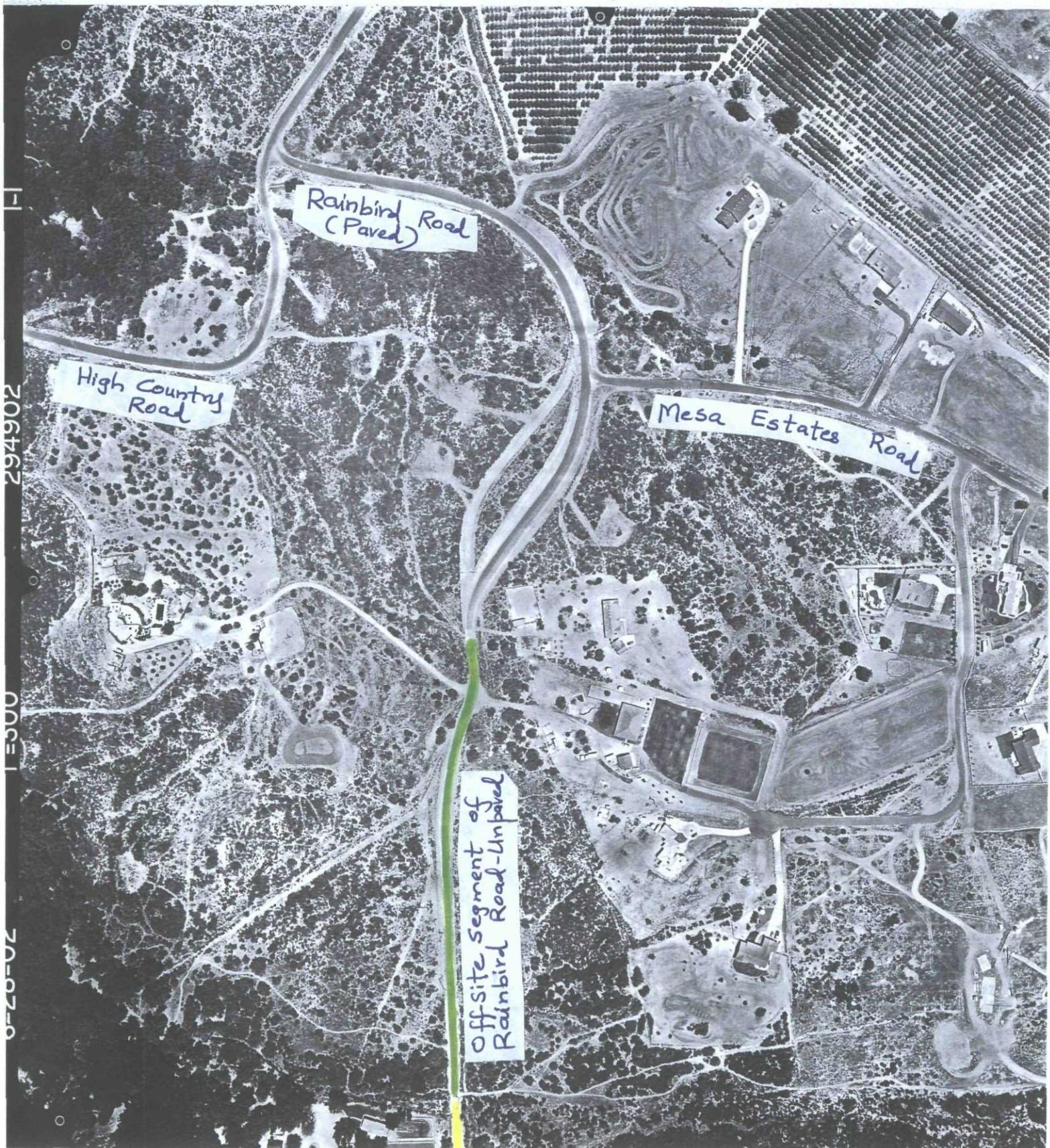
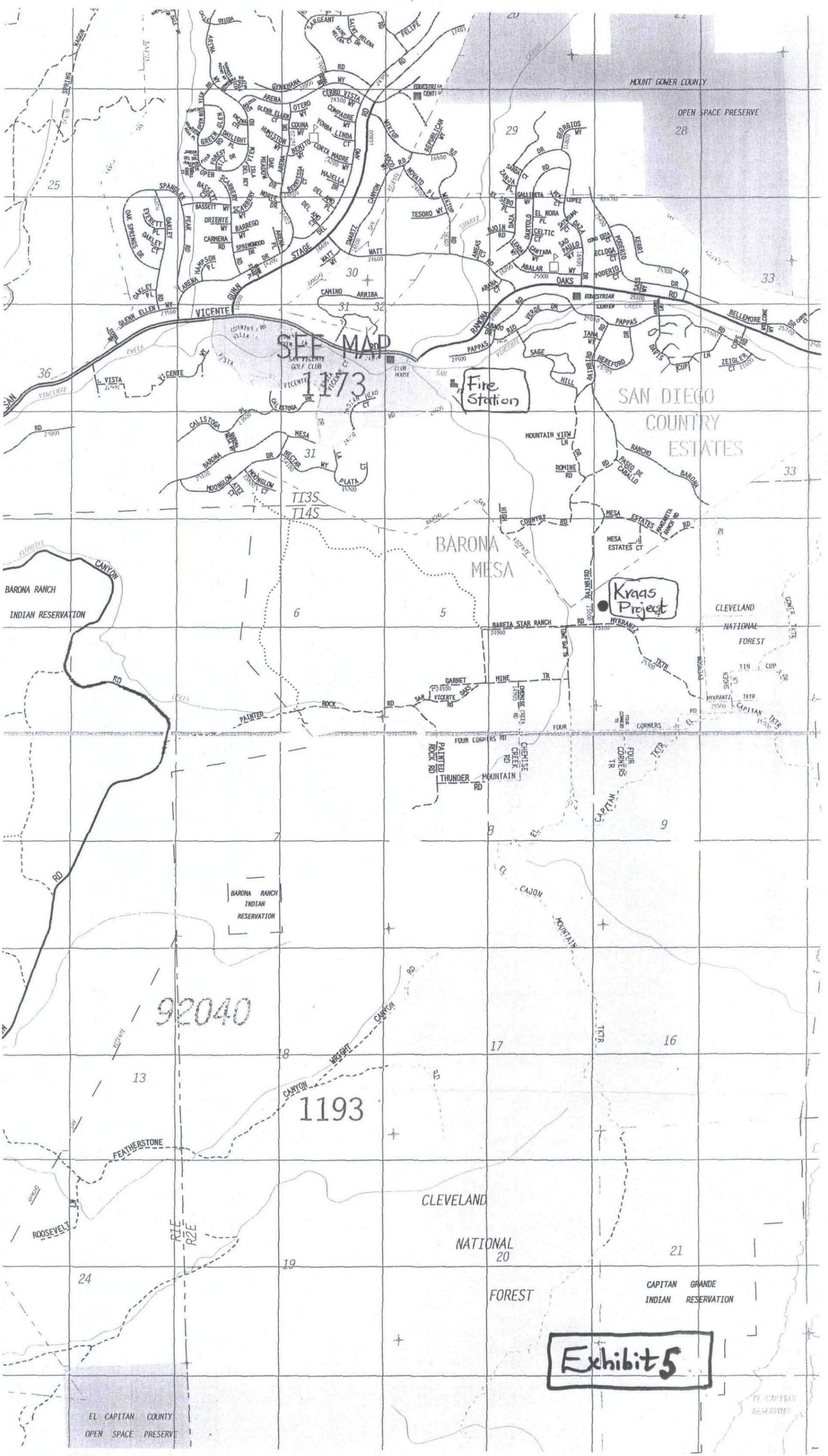


Exhibit 4 : Aerial Photograph of the Project  
Site & Surrounding Area  
[Plate 2/2]

1" = 300'

[TPM 20747]





SFF MAP  
1173

Fire Station

SAN DIEGO  
COUNTRY  
ESTATES

BARONA  
MESA

Kraas  
Project

92040

1193

Exhibit 5

EL CAPITAN COUNTY  
OPEN SPACE PRESERVE

EL CAPITAN  
RESERVOIR