

Dear Supervisors,

How can we argue the merits of this appeal when we are still trying to understand the underlying issues concerning the legal uses of this property? These questions have led us to much larger concerns. Why are the conditions of the grant funding agreement for the Middle Creek Restoration Project not being upheld, not just with this property but with the majority of the properties in the project?

SAP Contract 400003318- Under this contract over 40 properties have been purchased, over \$12,000,000 of taxpayers' monies have been used and many people have had to give up their homes and land. Yet this contract has been completely ignored.

Contract Violations

3. District Responsibilities-

K. The District shall not lease any property without PRIOR permission from the State

M. An appropriate easement providing for non-structural flood benefits and wildlife habitat preservation shall be conveyed. An example of this Conservation Easement is Exhibit E of the contract.

5. Project Managers- Both the State and the District will appoint Project Managers, and changes to Project Manager must be made in writing.

6. Funds Management- The District shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied

8. Report- During the period this agreement remains in effect, annual programmatic progress reports shall be submitted by the District to the State summarizing project acquisition and planned scope of work. Such annual reports shall include a status report on the MA 17 Maintenance Trust Fund established in Section 15, and shall be due on the anniversary date of the Agreement until the Agreement expires.

9. Project Oversight- The State may inspect the project at any reasonable time to ensure it is being carried out in accordance with the work plan and is properly maintained.

15. Maintenance Trust Fund- An amount the equivalent to 20 percent of the purchase price of each property acquired pursuant to this agreement shall be provided by the State to the District for deposit in the Trust Fund at the time of each property purchase, until the total amount of grant funds provided for this agreement have been expended.

Exhibit B (Scope of Work) & Exhibit C (Timeline) Task 2- Items such as septic systems and water wells will be abandoned in accordance with local and state laws.

How these violations have affected this property

Property Condition-No maintenance- The condition of the property in question is a perfect example of the grant funding contract violations listed above. This parcel and the one adjoining it were purchased together for \$1,529,906.82 in October 2015. The Maintenance Fund for this property was over \$300,000. The two parcels together are 115 acres. The vineyard was never properly removed, and the land is covered in piles of plastic pipes, pvc and treated wood. On top of this are 10 years of blackberry growth. There are two structures remaining on the property. This property is an environmental and fire hazard. Larry Kahn and others have reported this dangerous condition to the County and Fire Districts repeatedly with no results.

Why was this property never cleared or maintained with a Maintenance Fund of over \$300,000?

No Conservation Easement- Had there been a Conservation Easement placed on this property, it would not be in this condition and would be protected from further development. The easement requires all wells are capped and prohibits the use of groundwater. Of the 41 properties purchased, only 7 properties were placed into two conservation easements.

Lease- No prior permission from the State for leasing this land was granted.

No Project Managers- We have seen no evidence of any such managers from either party upholding the terms of the contract. Had there been Project Managers appointed by the State and County this property would not have been overlooked.

No Yearly Accounting- Had a yearly report of the Maintenance Trust Fund been done, it could be accounted for. DWR asked Pawan for an accounting of the Maintenance Fund in May, and as of Oct. 10 they still have not received it. The last invoices for this project were paid March 2024. The last two invoices submitted, 17 and 17A, are pending until the DWR receives the Trust Fund account information.

I believe that the Middle Creek Restoration Project could be in jeopardy. It appears that both Lake County and State DWR dropped the ball on the grant funding conditions, despite clear instructions. The best way forward would be to deny this Use Permit, revoke the lease of this property and place all of the remaining purchased properties into Conservation Easements to protect them from developments like this one.

Sincerely,

Barbara Morris

**FLOOD PROTECTION CORRIDOR PROGRAM
MIDDLE CREEK FLOOD DAMAGE REDUCTION AND
ECOSYSTEM RESTORATION PROJECT
DETAILED BUDGET AND TIMELINE
EXHIBIT C**

TASK	DESCRIPTION	START ¹	COMPLETE ¹
1	Administration		
	Letter to Property Owners	0.5	0.5
	Public Meeting	1	1
	Administration	0	36
2	Relocation, Demolition and Cleanup		
	Relocation	3	36
	Demolition and Cleanup	4	36
3	Acquisition		
	Appraisals	2	36
	Negotiations	3	36
	Escrow Period	4	36
4	Hydraulic Mitigation of USA-In-Trust Lands		
	Negotiate Transfer of Trust ²	Ongoing	Ongoing
	Elevate Facilities ²	Ongoing	36
	Acquire Easement ²	Ongoing	36
5	Property Maintenance	4	Ongoing

¹ Schedule is months after fully executed agreement (Authorization to Proceed)

² Transfer of Trust has been negotiated with the Robionson Rancheria since 2002 and agreement on legislation was made in March 2004. The Board of Supervisors requested Congressman Thompson include the transfer of the Trust in the Water Resources Development Act (WRDA) that also authorized the Project. The start date for hydraulic mitigation will depend on when WRDA is approved and signed into law.