

**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD  
SAN DIEGO REGION**

**SETTLEMENT AGREEMENT AND STIPULATION FOR ENTRY OF  
ADMINISTRATIVE CIVIL LIABILITY ORDER NO. R9-2014-0044  
IN THE MATTER OF  
SCRIPPS MESA DEVELOPERS, LLC**

**CASA MIRA VIEW PROJECT  
SAN DIEGO COUNTY**

**INTRODUCTION**

This Settlement Agreement and Stipulation for Entry of Administrative Civil Liability Order ("Stipulated Order") is entered into by and between the Assistant Executive Officer of the California Regional Water Quality Control Board, San Diego Region ("San Diego Water Board"), on behalf of the San Diego Water Board Prosecution Team ("Prosecution Team"), and Scripps Mesa Developers, LLC ("Discharger") (collectively, "Parties") and is presented to the San Diego Water Board, for adoption as an order, by settlement, pursuant to Government Code section 11415.60.

**RECITALS**

1. Garden Communities is constructing a 2,200 unit apartment community, referred to as Casa Mira View (Casa Mira View, Project, or Site) located on 41.31 acres within the City of San Diego's Mira Mesa community at 11241, 11267, and 11285 Westview Parkway, San Diego, California 92126.
2. The Project developer is Garden Communities. Scripps Mesa Developers, LLC (Phase 2 and 3) and Scripps Mesa Developers II, LLC (Phase 1) own the properties that make up the Project, and all three entities are owned by the same parent company.
3. On August 19, 1999, the California State Water Resources Control Board (State Water Board) adopted *Order No. 99-08-DWQ, National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000002, Waste Discharge Requirements (WDRs) for Discharges of Storm Water Runoff Associated with Construction Activity*.
4. On October 1, 2008, Stuart Posnock, acting as the property owners' and developer's representative, filed a Notice of Intent (NOI) to comply with the waste discharge requirements of Order No. 99-08-DWQ for the Project with the State Water Board. The NOI stated that construction activities would begin in November 2008.
5. On October 7, 2008, the State Water Board processed the NOI and assigned Waste Discharge Identification (WDID) No. 9 37C353628 to the Project.

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6. On September 2, 2009, the State Water Board adopted *National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities, Order No. 2009-0009-DWQ, NPDES No. CAS000002* (Construction Storm Water Permit) and it became effective on July 1, 2010. The Construction Storm Water Permit replaced Order No. 99-08-DWQ. Furthermore, the Construction Storm Water Permit was amended by Order Nos. 2010-0014-DWQ and 2012-0006-DWQ.
7. Construction Storm Water Permit section V.A.2. requires the implementation of best management practices (BMPs), using best available technology economically achievable (BAT) and best conventional pollutant control technology (BCT) to reduce pollution from storm water runoff from construction sites. Furthermore, Construction Storm Water Permit section VIII requires dischargers to calculate the site's Risk Level based upon "the site's sediment risk and receiving water risk during periods of soil exposure (i.e. grading and site stabilization)."
8. On June 30, 2010, Stuart Posnock, the approved signatory of Scripps Mesa Developers, LLC, the Legally Responsible Person (LRP) for the Project, certified the Project under the Construction Storm Water Permit, and characterized the Project as being "Risk Level 3."
9. The Site lies within the Miramar Reservoir Hydrologic Area (HA) (906.10) of the Peñasquitos Hydrologic Unit. Storm water discharges from the Site drain to an unnamed tributary to Los Peñasquitos Creek. Los Peñasquitos Creek is a federal Clean Water Act section 303(d) listed impaired water body for turbidity. Los Peñasquitos Creek discharges into Los Peñasquitos Lagoon, which is a federal Clean Water Act section 303(d) listed impaired water body for sedimentation/silt, and a designated Natural Preserve by the State Park and Recreation Commission. Los Peñasquitos Creek and Los Peñasquitos Lagoon are waters of the United States and waters of the State.
10. The Water Quality Control Plan for the San Diego Basin (Basin Plan) designates the following beneficial uses for the "unnamed tributary 6.10" to Los Peñasquitos Creek:
  1. Agricultural Supply (AGR);
  2. Industrial Service Supply (IND);
  3. Contact Water Recreation (REC-1);
  4. Non-contact Water Recreation (REC-2);
  5. Warm Freshwater Habitat (WARM);
  6. Wildlife Habitat (WILD); and
  7. Rare, Threatened, or Endangered Species (RARE).

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11. The San Diego Water Board inspected the Site on October 25, 2010; November 22, 2010; January 9, 2014; January 14, 2014; and September 30, 2014.
12. The San Diego Water Board issued to the Discharger Notice of Violation (NOV) No. R9-2010-0146 on November 3, 2010; and NOV No. R9-2014-0018 to Garden Communities on February 18, 2014.
13. On March 7, 2014, Garden Communities, at the request of the San Diego Water Board, submitted their weekly Qualified Storm Water Pollution Prevention Plan (SWPPP) Practitioner (QSP) inspection reports from October 2013 through January 2014.
14. The San Diego Water Board invested 152.5 staff hours to investigate, prepare enforcement documents, and consider this action for a total cost of \$10,874.
15. Discharger is alleged to have violated provisions of law for which the San Diego Water Board may impose civil liability pursuant to section 13385 of the California Water Code (Water Code).

The Prosecution Team alleges the following violations, set forth in full in the attached Technical Analysis, by the Discharger:

16. Violation No. 1: Discharge of Sediment Laden Storm Water: (1 day)  
Discharger discharged sediment laden storm water from the Site into a Caltrans storm drain inlet on October 25, 2010, in violation of Water Code section 13376; Title 40 Code of Federal Regulations Parts 122, 123, and 124 as required under federal Clean Water Act section 301; Construction Storm Water Permit sections III.A., III.B., J.58., and V.A.2; and Basin Plan Prohibition Numbers 1, 3, 7, 8, and 14. The Discharger ceased the discharge upon the San Diego Water Board's discovery and direction. The Caltrans storm drain inlet is connected and discharges to an unnamed tributary of Los Peñasquitos Creek. Discharger's action resulted in one (1) day of violation.
17. Violation No. 2: Failure to Monitor Storm Water Effluent: (1 day)  
Discharger discharged sediment laden storm water into the Caltrans storm drain inlet without sampling first on October 25, 2010. Sampling and analysis of collected storm water runoff is required to characterize the effluent prior to discharge. Therefore Discharger is in violation for one (1) day of Construction Storm Water Permit Attachment E. sections I.5.b. and I.6.b.

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18. Violation No. 3: Failure to Implement Erosion Control BMPs: (2 days)  
On October 25, 2010, the San Diego Water Board inspected the Site and observed numerous finished slopes with no erosion control BMPs in violation of Construction Storm Water Permit Attachment E. section D.2. The Discharger corrected the violation on October 27, 2010. Therefore Discharger is in violation for two (2) days; October 25, and 26, 2010.
19. Violation No. 4: Failure to implement Sediment Control BMPs: (3 days)  
On October 25, 2010, the San Diego Water Board inspected the Site and observed sediment in the street and on the sidewalk along the unprotected Site perimeter due to the lack of sediment control BMPs (e.g. gravel bags and fiber rolls) in violation of Construction Storm Water Permit Attachment E. section E.1. Furthermore, sediment was observed to be tracked onto the street at the Site construction entrance due to a failure to maintain the entrance gravel. The Discharger corrected the violation on October 28, 2010. Therefore Discharger is in violation for three (3) days; October 25, 26, and 27, 2010.
20. Violation No. 5: Failure to Implement Erosion Control BMPs: (11 days)  
The January 2, 2014, QSP Site inspection report documented exterior slopes without erosion control. On January 9, 2014, the San Diego Water Board inspected the Site and observed the same exterior slopes without erosion control. The failure to implement erosion control BMPs is a violation of Construction Storm Water Permit Attachment E. section D.2. The Discharger corrected the violation on January 13, 2014. Therefore Discharger is in violation for eleven (11) days; January 2 through 12, 2014.
21. Violation No. 6: Failure to Maintain Sediment Control BMPs: (14 days)  
Site inspection reports by Discharger's QSP documented the failure to maintain silt fencing, inlet protection, and fiber rolls on October 7 and 24, 2013; November 5, 12, 19, and 25, 2013; December 3, 9, 18, and 26, 2013; and January 2 and 8, 2014. Furthermore, the San Diego Water Board documented the failure to maintain silt fencing during a January 9, 2014, inspection; and a lack of entrance sediment control BMPs during a January 14, 2014, inspection. Therefore, Discharger was in violation of Construction Storm Water Permit Attachment E. sections E.1., E.3., and E.6. for fourteen (14) days.

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22. Violation No. 7: Failure to Implement Housekeeping BMPs: (16 days)  
Site inspection reports by Discharger's QSP documented uncontrolled debris, uncovered waste dumpsters, dirt tracked into the street at construction entrances, and leaking concrete washout bins on October 7, 15, 24, and 29, 2013; November 5, 12, 19, 22, and 25, 2013; December 3, 9, 18, and 26, 2013; and January 2 and 8, 2014. Furthermore, the San Diego Water Board documented widespread debris during a January 9, 2014, inspection. Therefore, Discharger was in violation of Construction Storm Water Permit Attachment E. sections B.1., B.1.e., B.2.d., and B.2.i. for sixteen (16) days.
23. Violation No. 8: Failure to Complete Inspection Checklist: (12 days)  
The submitted QSP inspection reports on the following dates did not include "implementation dates:" October 7, 15, and 24, 2013; November 5, 12, 19, and 25, 2013; December 3, 9, 18, and 26, 2013; and January 2, 2014. Therefore it is unclear whether the recommended corrective actions for noted "failures or other shortcomings" were completed. Discharger was in violation for twelve (12) days of Construction Storm Water Permit Attachment E. sections G.2., G.4. and G.5.g.
24. Pursuant to Water Code section 13385(a), a person that violates Water Code section 13376, a waste discharge requirement, or a requirement of section 301 of the federal Clean Water Act is subject to administrative civil liability pursuant to Water Code section 13385(c) "in an amount not to exceed the sum of both of the following: (1) ten thousand dollars (\$10,000) for each day in which the violation occurs. (2) where there is a discharge, any portion of which is not susceptible to cleanup or is not cleaned up, and the volume discharged but not cleaned up exceeds 1,000 gallons, an additional liability not to exceed ten dollars (\$10) multiplied by the number of gallons by which the volume discharged but not cleaned up exceeds 1,000 gallons."
25. The alleged violations constitute violations subject to Water Code section 13385. Therefore, the maximum liability that the San Diego Water Board may assess pursuant to Water Code section 13385(c) is summarized in Table 1, Maximum and Minimum Liability Amounts.
26. Water Code section 13385(e) requires that when pursuing civil liability under section 13385, "at a minimum, liability shall be assessed at a level that recovers the economic benefit, if any, derived from the acts that constitute the violation." The Enforcement Policy requires that the adjusted Total Base Liability shall be at least ten percent (10%) higher than the economic benefit. Therefore, the minimum liability that the San Diego Water Board shall assess pursuant to Water Code section 13385(e) is summarized in Table 1. Maximum and Minimum Liability Amounts.

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**Table 1. Maximum and Minimum Liability Amounts**

Violation	Days	Liability	
		Maximum	Minimum
1. Discharge of Sediment Laden Storm Water	1	\$10,000	\$0
2. Failure to Monitor Storm Water Effluent	1	\$10,000	\$2,676
3. Failure to Implement Erosion Control BMPs	2	\$20,000	\$204
4. Failure to implement Sediment Control BMPs	3	\$30,000	\$1,434
5. Failure to Implement Erosion Control BMPs	11	\$110,000	\$21
6. Failure to implement Sediment Control BMPs	14	\$140,000	\$10
7. Failure to Implement Housekeeping BMPs	16	\$160,000	\$484
8. Failure to Complete Inspection Checklist	12	\$120,000	\$1,362

27. To resolve the alleged violations set forth above in this Stipulated Order, without formal administrative proceedings, the Parties have agreed to the final imposition of **two hundred eighty-six thousand three hundred twenty-four dollars (\$286,324)** in liability against the Discharger pursuant to Water Code section 13385 and Government Code section 11415.60. The liability amount includes ten thousand eight hundred seventy-four dollars (\$10,874) in San Diego Water Board staff costs. Table 2. Penalty Summary, provides a breakdown of the liabilities. The Prosecution Team calculated the administrative civil liability penalty under Water Code section 13385 in accordance with the Water Quality Enforcement Policy. A full discussion of the penalty calculation factors can be found in Attachment A, incorporated herein by reference as if set forth in full.

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**Table 2. Penalty Summary**

<b>Alleged Violation</b>	<b>Days of Violation</b>	<b>Liability Per Day of Violation</b>	<b>Liability Amount</b>
<b>1. Discharge of Sediment Laden Water, October 25, 2010.</b>	1	\$3,300	\$3,300
<b>2. Failure to Monitor Storm Water Effluent, October 25, 2010.</b>	1	\$8,250	\$8,250
<b>3. Failure to Implement Erosion Control BMPs, October 25-26, 2010.</b>	2	\$4,550	\$9,100
<b>4. Failure to Implement Sediment Control BMPs, October 25-27, 2010.</b>	3	\$4,550	\$13,650
<b>5. Failure to Implement Erosion Control BMPs, January 2-12, 2014.</b>	11	\$4,550	\$50,050
<b>6. Failure to Maintain Sediment Control BMPs, October 7, and 24, 2013; November 5, 12, 19, and 25, 2013; December 3, 9, 18, and 26, 2014; January 2, 8, 9, and 14, 2014.</b>	14	\$4,550	\$63,700
<b>7. Failure to Implement Housekeeping BMPs, October 7, 15, 24, and 29, 2013; November 5, 12, 19, 22, and 25, 2013; December 3, 9, 18, and 26, 2014; January 2, 8, and 9, 2014.</b>	16	\$4,550	\$72,800
<b>8. Failure to Complete Inspection Checklist (12 Weekly Reports), October 7, 2013, through January 2, 2014.</b>	12	\$4,550	\$54,600
<b>Total Base Liability Amount</b>			<b>\$275,450</b>
<b>Staff Costs</b>			<b>\$10,874</b>
<b>Total Liability</b>			<b>\$286,324</b>

28. Based on the information in the record, the Prosecution Team determined that the above resolution of the alleged violations is fair and reasonable, and fulfills the enforcement objectives of Water Code sections 13000 et seq., and the *Water Quality Enforcement Policy*, and satisfies the objectives and requirements of the federal Clean Water Act as implemented by the foregoing, and that no further action is warranted concerning the alleged violations except as provided in this Stipulated Order, and that this Stipulated Order is in the best interest of the public.

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**STIPULATIONS**

The Parties stipulate to the following:

29. Party Contact Information:

For the San Diego Water Board: Frank Melbourn  
2375 Northside Drive, Suite 100  
San Diego, CA 92108  
(619) 521-3372  
[fmelbourn@waterboards.ca.gov](mailto:fmelbourn@waterboards.ca.gov)

For the Discharger: Keith Garner  
Sheppard Mullin Richter & Hampton LLP  
Four Embarcadero Center, 17<sup>th</sup> Floor  
San Francisco, CA 94111  
(415) 774-2991  
[kgarner@sheppardmullin.com](mailto:kgarner@sheppardmullin.com)

30. Administrative Civil Liability: Discharger hereby agrees to the imposition of an administrative civil liability totaling \$286,324 as set forth in Paragraph 27 herein.

31. Payment and Costs: Discharger shall pay the total administrative civil liability amount of two hundred thousand eighty-six three hundred twenty-four dollars (\$286,324) within thirty (30) days of adoption of this Stipulated Order executed by the San Diego Water Board. Payment shall be made by check to the "State Water Board *Cleanup and Abatement Account*". Discharger shall indicate on the check the number of this Stipulated Order (R9-2014-0044) and send it to:

State Water Resources Control Board  
Accounting Office  
Attn: ACL Payment  
PO Box 1888  
Sacramento, CA 95812-1888

Discharger shall send a copy of the check to the designated San Diego Water Board Party Contact.

32. Matters Addressed by Stipulation: Upon adoption of this Stipulated Order by the San Diego Water Board, this Stipulated Order represents a final and binding resolution to settle, as set forth herein, all claims, violations, or causes of action as alleged. The provisions of this paragraph are expressly conditioned on the payment of the administrative civil liability as provided herein by the deadlines specified in this Stipulated Order, and the Discharger's full satisfaction of the obligations described in this Stipulated Order.

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33. Compliance with Applicable Laws: Discharger understands that payment of the administrative civil liability in accordance with the terms of this Stipulated Order and/or compliance with the terms of this Stipulated Order is not a substitute for compliance with applicable laws, and that continuing violations of the type alleged in this Stipulated Order may subject them to further enforcement, including additional administrative civil liability.
34. Attorney's Fees and Costs: Except as otherwise provided herein, each Party shall bear its attorney's fees and costs arising from the Party's own counsel in connection with the matters set forth herein.
35. In consideration of Discharger's compliance with this Stipulated Order, the Prosecution Team and the San Diego Water Board hereby covenant not to bring any further administrative or judicial enforcement action against the Discharger, whether under California or federal law, concerning the specific violations alleged in this Stipulated Order.
36. No Admission of Liability if Stipulated Order Does Not Take Effect: If this Stipulated Order does not take effect because it is not approved by the San Diego Water Board, or its delegee, or is vacated in whole or in part by the State Water Resources Control Board or a court, Discharger's signature becomes void and the Discharger does not admit or stipulate to any of the findings or allegations in this Stipulated Order, or that it has been or is in violation of the Water Code, or any other federal, state, or local law or ordinance.
37. Public Notice: Discharger understands that the San Diego Water Board will conduct a thirty (30) day public review and comment period prior to consideration and adoption. If significant new information is received that reasonably affects the propriety of presenting this Stipulated Order to the San Diego Water Board, or its delegate, for adoption, the Assistant Executive Officer may unilaterally declare this Stipulated Order void and decide not to present it to the San Diego Water Board. Discharger agrees that it may not rescind or otherwise withdraw their approval of this Stipulated Order.
38. Addressing Objections Raised During Public Comment Period: The Parties agree that the procedures for adopting this Stipulated Order by the San Diego Water Board and review of this Stipulated Order by the public are lawful and adequate. In the event procedural objections are raised prior to the adoption of this Stipulated Order, the Parties agree to meet and confer concerning any such objections and may agree to revise or adjust the procedure as necessary or advisable under the circumstances.

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39. No Waiver of Right to Enforce: The failure of the Prosecution Team or San Diego Water Board to enforce any provision of this Stipulated Order shall in no way be deemed a waiver of such provision, or in any way affect the validity of this Stipulated Order. The failure of the Prosecution Team or San Diego Water Board to enforce any such provision shall not preclude it from later enforcing the same or any other provision of this Stipulated Order.
40. Interpretation: This Stipulated Order shall be construed as if the Parties prepared it jointly. Any uncertainty or ambiguity shall not be interpreted against any one Party.
41. Modification: This Stipulated Order shall not be modified by any of the Parties by oral representation made before or after its execution. All modifications must be in writing, signed by all Parties, and approved by the San Diego Water Board.
42. If Stipulated Order Does Not Take Effect: In the event that this Stipulated Order does not take effect because it is not approved by the San Diego Water Board, or its delegate, or is vacated in whole or in part by the State Water Resources Control Board or a court, the Parties acknowledge that they expect to proceed to a contested evidentiary hearing before the San Diego Water Board and/or a hearing panel to determine whether to assess administrative civil liabilities for the underlying alleged violations, unless the Parties agree otherwise. The Parties agree that all oral and written statements and agreements made during the course of settlement discussions will not be admissible as evidence in the hearing pursuant to Evidence Code section 1152. The Parties agree to waive any and all objections based on settlement communications in this matter, other than Evidence Code section 1152 evidentiary objections, including, but not limited to:
- a. Objections related to prejudice or bias of any of the San Diego Water Board members or their advisors and any other objections that are premised in whole or in part on the fact that the San Diego Water Board members or their advisors were exposed to some of the material facts and the Parties' settlement positions as a consequence of reviewing the Order, and therefore may have formed impressions or conclusions prior to any contested evidentiary hearing on the violations alleged in this Stipulated Order; or
  - b. Laches or delay or other equitable defenses based on the time period for administrative or judicial review to the extent this period has been extended by these settlement proceedings.

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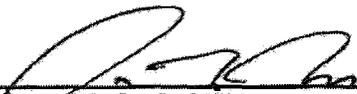
43. Waiver of Hearing: Discharger has been informed of the rights provided by Water Code section 13323(b), and hereby waives its right to a hearing before the San Diego Water Board prior to the adoption of this Stipulated Order by the San Diego Water Board, or its delegate.
44. Waiver of Right to Petition: Discharger hereby waives its right to petition the San Diego Water Board's adoption of this Stipulated Order for review by the State Water Resources Control Board, and further waives its right, if any, to appeal the same to a California Superior Court and/or any California appellate level court.
45. Covenant Not to Sue: Discharger covenants not to sue or pursue any administrative or civil claim(s) against any State Agency or the State of California, its officers, Board Members, employees, representatives, agents, or attorneys arising out of or relating to any matter addressed herein.
46. San Diego Water Board is Not Liable: Neither the San Diego Water Board members nor the San Diego Water Board staff, attorneys, or representatives shall be liable for any injury or damage to persons or property resulting from acts or omissions by the Discharger, its directors, officers, employees, agents, representatives or contractors in carrying out activities pursuant to this Stipulated Order, nor shall the San Diego Water Board, its members or staff be held as parties to or guarantors of any contract entered into by the Discharger, its directors, officers, employees, agents, representatives or contractors in carrying out activities pursuant to this Stipulated Order.
47. Authority to Bind: Each person executing this Stipulated Order in a representative capacity represents and warrants that he or she is authorized to execute this Stipulated Order on behalf of, and to bind the entity on whose behalf he or she executes this Stipulated Order.
48. Necessity for Written Approvals: All approvals and decisions of the San Diego Water Board under the terms of this Stipulated Order shall be communicated to the Discharger in writing. No oral advice, guidance, suggestions or comments by employees or officials of the San Diego Water Board regarding submissions or notices shall be construed to relieve the Discharger of its obligation to obtain any final written approval required by this Stipulated Order.
49. No Third Party Beneficiaries: This Stipulated Order is not intended to confer any rights or obligations on any third party or parties, and no third party or parties shall have any right of action under this Stipulated Order for any cause whatsoever.
50. Effective Date: This Stipulated Order shall be effective and binding on the Parties upon the date the San Diego Water Board adopts this Stipulated Order.

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51. Counterpart Signatures: This Stipulated Order may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts shall together constitute one document.
52. Severability: The provisions of this Stipulated Order are severable; should any provision be found invalid the remainder shall remain in full force and effect.

**It is so stipulated.**

California Regional Water Quality Control Board, San Diego Region, Prosecution Team

By:   
\_\_\_\_\_  
JAMES G. SMITH  
Assistant Executive Officer

Date: 12 Dec 2014

Scripps Mesa Developers, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_  
Manager

Date: \_\_\_\_\_

Approved as to Form

By:   
\_\_\_\_\_  
KEITH GARNER  
Counsel for Discharger

Date: 12/16/14

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**It is so stipulated.**

California Regional Water Quality Control Board, San Diego Region, Prosecution Team

By:



JAMES G. SMITH  
Assistant Executive Officer

Date:

12 Dec 2014

Scripps Mesa Developers, LLC

By:



Name:

Stuart Posnock  
Manager

Date:

December 16, 2014

Approved as to Form

By:

\_\_\_\_\_  
KEITH GARNER  
Counsel for Discharger

Date:

\_\_\_\_\_

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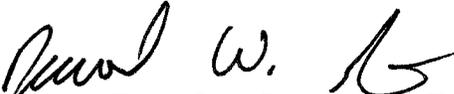
**FINDINGS OF THE CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD,  
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53. The terms of the foregoing Stipulation are fully incorporated herein and made part of this Stipulated Order of the San Diego Water Board.
54. The San Diego Water Board finds that the Recitals set forth herein are true.
55. The proposed Stipulated Order was noticed for public comment for a minimum of thirty (30) days prior to San Diego Water Board consideration.
56. This Stipulated Order is severable; should any provision be found invalid the remainder shall remain in full force and effect.
57. In adopting this Stipulated Order, the San Diego Water Board has considered, where applicable, each of the factors prescribed in Water Code sections 13327 and 13385(e). The consideration of these factors is based upon information and comments obtained by the San Diego Water Board's staff in investigating the allegations herein or otherwise provided to the San Diego Water Board or its delegate by the Parties and members of the public. In addition to these factors, this Stipulated Order recovers the costs incurred by the staff of the San Diego Water Board for this matter.
58. This is an action to enforce the laws and regulations administered by the San Diego Water Board. The San Diego Water Board finds that issuance of this Order is exempt from the provisions of the California Environmental Quality Act (Public Resources Code, sections 21000 et seq.), in accordance with section 15321 (a)(2), Title 14, of the California Code of Regulations.
59. The San Diego Water Board's Executive Officer is hereby authorized to refer this matter directly to the Attorney General for enforcement if the Discharger fails to perform any of its obligations under this Stipulated Order.
60. Fulfillment of the Discharger's obligations under this Stipulated Order constitutes full and final satisfaction of any and all liability for each allegation in this Stipulated Order in accordance with the terms of this Stipulated Order.

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Pursuant to Water Code sections 13323 and 13385, and Government Code section 11415.60, IT IS HEREBY ORDERED by the California Regional Water Quality Control Board, San Diego Region.

I, David W. Gibson, Executive Officer, do hereby certify that the foregoing is a full, true, and correct copy of an Order adopted by the California Regional Water Quality Control Board, San Diego Region on 29 January 2015.  
Date

  
\_\_\_\_\_  
DAVID W. GIBSON  
Executive Officer

29 January 2015  
Date

Attachment A: Technical Analysis