RIVERSIDE COUNTY
PLANNING DEPARTMENT

Charissa Leach, P.E.
Assistant TLMA Director

Memorandum

DATE: **November 14, 2017**

TO: **Board of Supervisors**

FROM: **Russell Brady, Project Planner**

RE: **Item 19.1 – Public Comments**

In addition to other public comments previously provided to the Form 11 package, attached are further comments received from Barry Sheinbaum, Dan Silver, George Hague, Christina Heldoorn, Debbie Walsh, and Kathleen Dale in opposition and from Katie Keyes and Brian Carricaburu in support. Some of these may have already been provided to Supervisors via the Clerk of the Board. Attached first are letters in opposition followed by letters in support.

Also attached is a memo prepared by Glenn Lukos Associates regarding impacts of the project on migratory bird use in the San Jacinto Wildlife Area. In summary, it concludes that the project "is not expected to adversely affect migratory bird use in the SJWA through the implementation of measures intended to minimize the types of edge effects that have been shown to affect migratory bird in adjacent open space."

Opposition

November 2, 2017

Riverside County Board of Supervisors

Kevin Jeffries
John Tavaglione
Chuck Washington
V.Manuel Perez
Marion Ashley

Regarding the project known as Villages of Lakeview and the proposed amendments to GP720 and 721, SP342, and Zoning Change 7055: these proposals should NOT be approved for the following reasons.

- The zoning and Plan changes are being promulgated under the most illegitimate and arbitrary of pretenses.
- The project fails to meet fundamental legal and environmental standards and has already been rejected by the Superior Court of the State of California.
- The plans are the embodiment of sprawl development and will exacerbate congestion.
- There are no viable ways or means to mitigate traffic and this will further hinder quality of life and the ability to attract desirable employers to the region.
- Local residents and voters are overwhelmingly against the project and the loss of the well-established rural aspect of the community that would be caused by this high density development.
- There are critical and irreversible negative impacts to adjacent regional wildlife and recreational preserves.
- The County will be liable for the increased cost of schools, roads, and police, fire, and safety services long after the developer fees are spent.
- Alternative lower density proposals would generate comparable taxes based on higher sales prices and could be a better fit for the overall prosperity of Riverside County.

The entire justification for this high density leap-frog development is based on a developer-biased and loose interpretation of the established county General Plan. Arbitrary and vague phrases like "community development" and "maturing communities" sound more like excuses than explanations and in fact only serve the profit interests of the developer. The county's General Plan and Land Use principles clearly call for *development to be near existing urban centers*. As stated in Land Use Chapter 3, p. 47, "The County of Riverside has a commitment to ensuring that rural uses remain an integral part of the County's future".

The current iteration of this project is an end-run around the rejection of the original 2010 EIR by the Superior Court. The Superior Court in 2012 said "the hypothetical project, which ignores not only local planning and zoning laws as well as potential adverse impacts, is not one that could ever be expected to actually occur in the County let alone on the project site". The FEIR revision continuously invokes the explanation "significant and unavoidable" as justification. It relies on ambiguous and unrealistic data and

assumptions that include incomplete local traffic analysis, evasion of the Circulation Element level of service (LOS) requirements, circumvention of established land use and zoning, and shadow or non-existent funding (particularly with the proposed Mid County Parkway) that render any needed mitigations impossible. Regarding cumulative GHG emissions as required by AB32, the Superior Court in citing another case involving the SCAQMD, found that the EIR used "illusory comparisons" that "only serve to mislead the public and the decision makers in their understanding of the actual significance of GHG emissions, and their effect on the environment".

This project is the epitome of urban sprawl and ignores fundamental necessities like transportation, infrastructure, and overall quality of life. Sadly, it is this pattern of rampant development that has brought traffic to a standstill and given the region its infamous reputation that dissuades many quality employers from locating here. Indeed, the project is in disregard of the Superior Court's finding that "the EIR failed to adequately address the project's growth-inducing impacts".

Yet it is not too late to consider lower density development for this rural community. Nearby Lake Perris, contiguously with the San Jacinto riverbed, has the potential to provide much needed regional recreational opportunities in the future. A lower density plan would also abate congestion. It's not too late in Riverside County to consider "smart growth" as articulated by SCAG and the EPA and not just unsustainable "sprawl growth".

As is evident in the letters, petitions, and testimonies before the Planning Commission by concerned voters, this project will forever change a critical environment in the San Jacinto Wildlife Area and adjacent habitat. There is also a conflict with CEQA guidelines concerning the Habitat Conservation Plan in which the project impairs the MSHCP species constrained linkage. For these reasons, there are many important community, environmental, recreational and legal groups strongly opposed to this project. A lower density pattern of development that is consistent with already existing land use would reduce impacts to these environmental and recreational areas.

It's time to put aside the business-as-usual policies that have significantly degraded life in Riverside County. This is a rare moment to carefully consider appropriate growth in this unique environment, a moment that can preserve and improve-or squander-an opportunity for the future.

Respectfully,

Barry Sheinbaum

sheinbaumb@gmail.com

ENDANGERED HABITATS LEAGUE
DEDICATED TO ECOSYSTEM PROTECTION AND SUSTAINABLE LAND USE

November 10, 2017

VIA ELECTRONIC MAIL

John Tavaglione, Chairman
Riverside County Board of Supervisors
4080 Lemon Street
Riverside, CA 92501

RE: Agenda Item 19, Nov. 14, 2017, DEIR, GPA, and Specific Plan for the Villages of Lakeview — *OPPOSITION*

Dear Chairman Tavaglione and Members of the Board:

Endangered Habitats League (EHL) *opposes* this proposed General Plan amendment. We respectfully disagree with the assertion that the GPA embodies "smart growth." We also find no substantial evidence to support an Extraordinary Foundation Amendment.

Originally, *location* was a major and essential component of the smart growth paradigm. However, the Villages of Lakeview would be plunked down into the last intact rural-agricultural-habitat complex remaining in the western Riverside County. It would irrevocably urbanize this area, *yet there is no planning rationale to justify this loss*. There is no demonstration that there is insufficient housing capacity in the existing County General Plan—let along combined with those of the cities—to accommodate all projected growth. Indeed, information compiled during the 2003 Update showed a huge surplus in capacity, and that was before the 2008 recession. This location certainly does not help the huge jobs-housing and traffic imbalance that afflicts the region. *Rather it aggravates it.*

The proposed project has no realistic and meaningful opportunities for transit, now or in the future. This perpetuates the dysfunctional, *ad hoc* land use patterns that result in exasperating highway congestion. The transit features in the specific plan are mere tokens, with no chance for widespread use or benefit. In terms of overall transportation patterns, modest walkability features cannot compensate for an overwhelmingly automobile and commute-dependent location, with major employment, commercial, and civic destinations only accessible by car. In a world in which vehicle miles traveled must be reduced to meet State climate goals, this enormous development is simply not an acceptable option.

The proposed Villages of Lakeview is not logical or orderly growth. We instead urge economic investment and intensification in Lakeview and Nuevo and other existing cities and communities, plus their orderly expansion. Indeed, in Winchester, Mead

Valley, Lake Elsinore, and elsewhere, the County has made excellent progress in making greater use of land already benefitting from infrastructure and services. There are other and better choices for growth than the Villages of Lakeview.

Regarding the proposed Extraordinary Foundation Amendment outside of the normal amendment cycle, the first two mandatory findings (new circumstances and compelling event) are simply circular statements of the project description. What is actually simply a business opportunity should not be confused with the planning rationales that were the intent of these General Plan provisions. Furthermore, no substantial information is presented to show that the proposed Foundation change is the "minimum necessary" action needed to build the Ramona Expressway or to assembly the MSHCP. Alternative funding and assembly tools are available. Also, to argue that a single large ownership could not have been anticipated by the County is creative but ignores the common occurrence of parcel assembly by developers.

In conclusion, we urge denial of an unneeded and wrongly conceived General Plan amendment. Thank you for considering our views.

Yours truly,

Dan Silver
Executive Director

Brady, Russell

From: George Hague <gbhague@gmail.com>
Sent: Sunday, November 12, 2017 6:16 PM
To: COB
Cc: Brady, Russell
Subject: Village of Lakeview and Riverside County signed CAP settlement agreement
Attachments: CAP Settlement Agreement - Final Executed.PDF

Dear Riverside County Supervisors,

Re: Villages of Lakeview and Riverside County's signed CAP settlement

Riverside County signed the attached settlement agreement on its Climate Action Plan (CAP) prior to any approvals of the Villages of Lakeview (VOL)— it should be printed for you to read. The County should have conditioned the VOL to meet the conditions required in this settlement and also eliminated Business as Usual (BAU). The responses to VOL comments that they cannot do any more to reduce GHG is false for many reasons and this CAP settlement agreement proves that point.

If the VOL as currently before the Board of Supervisors is approved as conditioned, it will make it much more difficult for the County to meet GHG emission reduction targets. The results of the Carbon Inventory and Greenhouse Gas (GHG) Analysis for Riverside County will show that this project's emissions are above what should have been allowed if additional conditions had been required. It will also make it more difficult on future projects to meet required GHG targets to gain approval.

It is difficult to understand the responses/analysis that the County has given to many letters on the VOL's GHG emissions and air quality impacts, when they were in the process of agreeing and later agreed to the contents of the CAP settlement when they wrote them.

Please refresh your memory of the attached Climate Action Plan settlement agreement and apply it to the Villages of Lakeview. Simply responding that the CAP settlement agreement doesn't apply to the VOL doesn't address the concerns raised above.

Sincerely,

George Hague
Sierra Club
Moreno Valley Group
Conservation Chair

PARTIAL SETTLEMENT AGREEMENT

This Partial Settlement Agreement ("Agreement") is made and entered into, as of the Effective Date below, by and between Petitioners SIERRA CLUB, CENTER FOR BIOLOGICAL DIVERSITY, and SAN BERNARDINO VALLEY AUDUBON SOCIETY (collectively, "Petitioners") and Respondents COUNTY OF RIVERSIDE and RIVERSIDE COUNTY BOARD OF SUPERVISORS (together, the "County") to settle a portion of ongoing litigation regarding the County's approval of General Plan Amendment No. 960 ("GPA No. 960"), its Climate Action Plan ("CAP") and the associated Environmental Impact Report ("EIR") No. 521. The settlement concerns Petitioners' claims related to the CAP, greenhouse gas emissions, and climate change.

DEFINITIONS

For purposes of this Agreement, the terms listed below are defined as follows:

1. The "Action" means *Sierra Club et al. v. County of Riverside et al.* (Riverside County Superior Court Case No. RIC1600159) in which Petitioners filed a Verified Petition for Writ of Mandate challenging the County's December 8, 2015 certification of EIR No. 521 and approvals of GPA No. 960, the CAP, and other associated approvals.

2. "Board" means the County Board of Supervisors.

3. "CAP" means the Climate Action Plan approved by the County on December 8, 2015.

4. "CEQA" means the California Environmental Quality Act, Public Resources Code section 21000 et seq.

5. "County" means the County of Riverside and the Board.

6. "Effective Date" means the date this Agreement takes effect. The Effective Date shall be the date the Parties sign this Agreement, as indicated below. If the Parties

sign this Agreement on different dates, then the latest date of signing by a Party shall be the Effective Date.

7. "EIR No. 521" means the Final Environmental Impact Report certified by the County for GPA No. 960, the CAP, and associated approvals on December 8, 2015.

8. "GPA No. 960" means General Plan Amendment No. 960, the General Plan Amendment approved by the County on December 8, 2015, which updated the County's 2003 General Plan as amended.

9. "Party" means the County or Petitioners, as appropriate, and "Parties" means, collectively, the County and Petitioners.

10. "Petitioners" means, collectively, the Sierra Club, the Center for Biological Diversity, and the San Bernardino Audubon Society.

RECITALS

A. On December 8, 2015, the County certified EIR No. 521 and approved GPA No. 960 and the CAP, and took other related actions.

B. On January 6, 2016, Petitioners filed the Action, which challenges the County's certification of EIR No. 521 and approval of GPA No. 960 and the CAP pursuant to CEQA.

C. Due to the extremely large number of documents potentially appropriate for inclusion in the administrative record, the Parties stipulated multiple times to extend the deadline for record certification.

D. The County's Notice of Certification of the Administrative Record was filed and served on May 24, 2017. The Parties have stipulated to a briefing schedule that includes an Opening Brief filing date of September 27, 2017, among other deadlines.

E. The Parties have held settlement meetings and have had continuing settlement negotiations. While general agreement to terms that would settle the entire

Action has not been reached, the Parties wish to enter into this Agreement as to the challenges relating to both the CAP and the greenhouse gas analysis in EIR No. 521.

F. The Parties to this Agreement believe that their mutual interests will be best served if any and all legal disputes between them relating to the CAP and the greenhouse gas analysis in EIR No. 521 are resolved without further litigation.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and/or covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals and Definitions. Each recital and definition set forth above is incorporated herein by reference and made part of this Agreement.

2. Obligations of the County. The County agrees as follows:

a. To process an amendment to the General Plan to remove or modify policies AQ 18.2, 18.4, 18.5, 19.3, 19.4, 21.1, and 21.2 and Mitigation Measure 4.7.A-N1 as follows:

--Modify AQ 18.2 to read as follows: "Adopt GHG emissions reduction targets. Pursuant to the results of the Carbon Inventory and Greenhouse Gas Analysis for Riverside County, future development proposed as a discretionary project pursuant to the General Plan shall achieve sufficient reductions in greenhouse gas emissions in order to be found consistent with the County Climate Action Plan."

--Modify AQ 18.4 to read as follows: "Implement policies and measures to achieve reduction targets. The County shall require implementation of the greenhouse gas reduction policies and measures established under the County Climate Action Plan for all new discretionary development

proposals."

--Modify AQ 18.5 to read as follows: "Monitor and verify results. The County shall monitor and verify the progress and results, and make any necessary revisions to, the CAP by 2020 and at a minimum every four years thereafter. The progress and results of, and revisions to, the CAP will be made available to the public for review prior to approval. If monitoring reveals that the targets of the CAP are not being met, the CAP shall be revised to ensure that any changes needed to stay 'on target' with the stated goals are accomplished."

--AQ 19.3 – Delete in its entirety

--AQ 19.4 – Delete in its entirety

--Modify AQ 21.1 to be amended as follows: Remove subsection a. in its entirety; renumber the other subsections; for former subdivision d. renumbered as subdivision c., remove the words "calculating BAU."

--Modify AQ 21.2 to read as follows: "Implementation Measures found necessary for a given project pursuant to the CAP Screening Tables shall be incorporated into a project's Mitigation and Monitoring Program as required mitigation measures under CEQA to ensure the measures are implemented appropriately. Such Implementation Measures may also be separately incorporated into the Conditions of the Approval issued by the County. In the event no Mitigation and Monitoring Program is required for a project, the Implementation Measures shall be incorporated into a project's Conditions of Approval issued by the County."

--Modify MM 4.7.A-N1 to read as follows: "To ensure GHG emissions resulting from new development are reduced to levels necessary to meet state targets, the County of Riverside shall require all new discretionary

development to comply with the Riverside County Climate Action Plan for residential, commercial, industrial, institutional and mixed-use projects."

b. To process an amendment to the CAP as follows:

--To make implementation measures into mitigation measures under CEQA.

--To amend CAP Sections 7.6 and 7.7 to include the language set forth in Exhibit A, attached hereto and made a part hereof.

--To revise the language in Appendix F of the CAP as follows:

-- Revise language under the heading "Projects that Exceed 3,000 MT CO2e Emission Level, Methodology for the Calculation of GHG Emissions" to require projects that are determined to be above 3,000 MT CO2e emissions to quantify and disclose the anticipated greenhouse gas emissions of the proposed development.

-- Revise language under the heading "Instructions for Applications to Projects": "Projects that garner at least 100 points will be consistent with the reduction quantities anticipated in the County's GHG Technical Report. Consistent with CEQA Guidelines, such projects would be determined to have a less than significant individual and cumulative impact for GHG emissions."

--To modify CAP text as indicated in Exhibit B, attached hereto and made a part hereof.

--To modify the language in Implementation Measure T7.A.1 as follows: "Install electric vehicle charging stations for each residential unit included

in the project. Projects that include charging stations for fewer than all units shall receive points on a proportional basis."

--To modify the language in the CAP text on page 4-6 as follows (bracketed words removed from existing text): "Provide circuit and capacity in [all] garages of residential units and all new large-scale commercial buildings, over 162,000 square feet for installation of electric vehicle charging stations -- Install electric vehicle charging stations in [all the] garages of residential units for new development projects."

--To delete Implementation Measure L1.A.1 in its entirety.

--To revise Measure L2.A.1 to reduce the corresponding number of points from 8 to 2.

c. To consider adoption of a policy to require the use of high-efficiency bulbs at all new traffic signal lights and convert 100% of existing traffic signal lights to high-efficiency bulbs by 2020, with language in the policy to ensure that selected high-efficiency bulbs will not adversely impact night sky resources at Mt. Palomar.

d. To process an amendment to County Ordinance No. 348 to require provision of bike and personal EV parking for all multi-family or mixed-use projects consisting of a mix of residential, retail, and/or office space. This amendment will prioritize the provision of bike lockers, rather than racks.

e. To set up a meeting with Riverside Transit Agency to explore opportunities to increase fixed-route services by 10-20% and invite Petitioners to attend the meeting.

f. To include Petitioners on the notice list for any public meeting or comment period for discussion, consideration, approval, or adoption of any of the amendments or meetings listed in Paragraphs 2(a)-(d) of this Agreement.

g. Pay $27,500 in attorneys' fees to Shute, Mihaly & Weinberger, LLP within 60 days of the County being served with a Notice of Partial Settlement that has been filed with the Court in the Action.

3. Obligations of Petitioners. Petitioners agree as follows:

a. To amend their Verified Petition for Writ of Mandate for the Action to remove the last sentence of paragraph 4; to remove the entirety of paragraphs 11, 12, 46, and 47; and to remove the reference to "climate change" in paragraph 59.b; and

b. Not to pursue any claims relating to greenhouse gas emissions, climate change, the CAP, or environmental review of greenhouse gas emissions, climate change, or the CAP in this or any other litigation challenging the County's December 8, 2015 approvals.

c. Petitioners do not concede that EIR No. 521's analysis regarding greenhouse gases/climate change is valid under CEQA and do not waive their rights to challenge any future project that relies on the greenhouse gases/climate change analysis contained in EIR No. 521 through tiering, incorporation by reference, or other methods.

4. Obligations of All Parties. The Parties agree to execute and cooperate in submitting to the court a stipulation, in a form substantially similar to that attached as Exhibit C, requesting that the trial court enter an order reserving jurisdiction to enforce the Agreement pursuant to Code of Civil Procedure § 664.6. If the trial court refuses to retain jurisdiction, each Party agrees that one or more Parties may enforce the Agreement

by filing new litigation alleging a breach of the Agreement. Each Party agrees that a breach of the Agreement includes violation of settlement terms as well as the failure to process any of the agreed upon modifications to the General Plan, the CAP, the County's zoning ordinance, and any other related documents, or implement such modifications approved by the County. Each Party agrees to limit any request for relief for an alleged violation or breach of the Agreement to specific performance or injunctive relief. Each Party agrees that it will not pursue monetary damages as part of any action seeking to enforce the Agreement.

5. Public Agency Discretion.

a. The Parties understand and acknowledge that the Board's approval of any or all of the above cannot be guaranteed and may be subject to procedural or substantive obligations under CEQA; California Code of Regulations, title 14, Section 15000 et seq. ("CEQA Guidelines"); the State Planning and Zoning Law; or other laws potentially applicable to such approvals. The Parties further understand and acknowledge that land use regulations involve the exercise of a public agency's police power and, at the time of executing this Agreement, it is settled California law that a government entity may not contract away its right to exercise its police power in the future. (*Avco Community Developers Inc. v. South Coast Regional Com.* (1976) 17 Cal.3d 785, 800; *City of Glendale v. Superior Court* (1993) 18 Cal.App.4th 1768.)

b. Notwithstanding Paragraphs 3 and 5(a), County and Petitioners agree that if (i) the Board or other appropriate County decision-maker fails to process or consider the provisions set forth in Paragraphs 2(a)-(d) of this Agreement within 12 months of the Effective Date, unless an extension of that time has otherwise been agreed to by all Parties in writing, or (ii)

the Board or other appropriate County decision-maker should, after holding public hearings and giving due consideration to the provisions set forth in Paragraphs 2(a)-(d) of this Agreement, issue a final decision that determines not to approve any such amendments or policies, unless approval of the amendment or policy in question would violate the law as finally determined by a court of competent jurisdiction, in substantial conformance with the language set forth in Paragraphs 2(a)-(d) of this Agreement, then any Party may give notice terminating this Agreement. If Petitioners terminate the Agreement pursuant to this provision, then either (a) if the Action has not been resolved, the Parties shall stipulate to an amendment to the Petition for Writ of Mandate to reinstitute the provisions set forth in Paragraph 3(a) of this Agreement; or (b) if the Action has been resolved, then Petitioners may file new litigation alleging the same or substantially similar legal claims. Under either instance, the County shall not raise, and hereby explicitly waives, any defense or other claims that such claims are barred by a statute of limitations or laches.

c. The Parties agree that final approval of any or all of the amendments or policies set forth above, in any form, shall have no effect on Petitioners' claims challenging GPA No. 960 and EIR No. 521 that do not relate to the CAP, greenhouse gases, or climate change.

6. Mutual Waivers and General Releases.

a. Petitioners, on behalf of themselves and their officers, directors, and attorneys (collectively, the "Petitioner Releasing Parties") hereby irrevocably and unconditionally release, remise, acquit and forever discharge the County, as well as their affiliates, representatives, heirs, successors and assigns, and their respective past, present

and future directors, officers, partners, principals, managers, members, shareholders, employees, agents, representatives, insurers and attorneys (collectively, the "County Released Parties"), from any and all claims, rights, remedies, demands, collections, controversies, actions, causes of action, injunctions, suits, complaints, indebtedness, liens, encumbrances, obligations, liabilities, contracts and agreements, promises, damages, costs, fees and expenses (including attorneys' costs, fees and expenses), penalties, losses or relief of any nature, amount or kind, in law or in equity, past or present, known or unknown, suspected or unsuspected, matured or unmatured, in respect of any action, omission or event occurring from the beginning of time through the date on which this Settlement Agreement shall become effective, against any of the County Released Parties, which the Petitioner Releasing Parties have had, now have or may in the future have, against or with respect to any of the County Released Parties arising out of or relating to the County's December 8, 2015 approvals of the CAP or the greenhouse gas analysis in EIR No. 521 ("Released Claims Against County"); provided, however, that the Released Claims Against County shall not include the portion of the Petitioners' Action that challenges GPA No. 960 or the portions of EIR No. 521 that do not relate to greenhouse gases or the CAP, nor shall the Released Claims Against County include any claims, rights, remedies, demands, collections, controversies, actions, causes of action, injunctions, suits, complaints, indebtedness, liens, encumbrances, obligations, liabilities, contracts and agreements, promises, damages, costs, fees and expenses (including attorneys' costs, fees and expenses), penalties, losses or relief of any nature, amount or kind, in law or in equity, which any Petitioner Releasing Party may have against any County Released Party or arising as a result of any breach by such County Released Party of its obligations under this Settlement Agreement or any future violations of laws unrelated to the approvals granted for GPA No. 960, the CAP, or EIR No. 521, or this Agreement.

b. County, on behalf of themselves and their affiliates, representatives, heirs, successors and assigns, and their respective past, present and future directors, officers, partners, principals, managers, members, shareholders, employees, agents, representatives, insurers and attorneys (collectively, the "County Releasing Parties") hereby irrevocably and unconditionally release, remise, acquit and forever discharge Petitioners, as well as their officers, directors, members, and attorneys (collectively, the "Petitioner Released Parties"), from any and all claims, rights, remedies, demands, collections, controversies, actions, causes of action, injunctions, suits, complaints, indebtedness, liens, encumbrances, obligations, liabilities, contracts and agreements, promises, damages, costs, fees and expenses (including attorneys' costs, fees and expenses), penalties, losses or relief of any nature, amount or kind, in law or in equity, past or present, known or unknown, suspected or unsuspected, matured or unmatured, in respect of any action, omission or event occurring from the beginning of time through the date on which this Agreement shall become effective, against any of the Petitioner Released Parties, which the County Releasing Parties have had, now have or may in the future have, against or with respect to any of the Petitioner Released Parties arising out of or relating to the CAP or the greenhouse gas analysis in EIR No. 521 (collectively, the "Released Claims Against Petitioners"); provided, however, that the Released Claims Against Petitioners shall not include the portion of the Petitioners' Action that challenges GPA No. 960 or the portions of EIR No. 521 that do not relate to greenhouse gases or the CAP, and the Released Claims Against Petitioners shall not include any claims, rights, remedies, demands, collections, controversies, actions, causes of action, injunctions, suits, complaints, indebtedness, liens, encumbrances, obligations, liabilities, contracts and agreements, promises, damages, costs, fees and expenses (including attorneys' costs, fees and expenses), penalties, losses or relief of any nature, amount or kind, in law or in equity, which any County Releasing Party may have against any Petitioner Released

Party arising as a result of any breach by such Petitioner Released Party of its obligations under this Settlement Agreement.

c. Each Party agrees and acknowledges that it may hereafter discover facts different from or in addition to those now known or believed to be true regarding the claims released hereunder, and agrees that the foregoing releases shall remain in full force and effect, notwithstanding the existence or nature of any such different or additional facts.

d. Each Party, having consulted with counsel, is aware of the contents of Section 1542 of the Civil Code of the State of California. Section 1542 reads as follows:

> **Section 1542. (General Release - Claims Extinguished.) A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.**

Each Party expressly waives and relinquishes all rights and benefits under that section and any law or legal principle of similar effect in any jurisdiction, with respect to the claims released hereunder.

Initialed: _____ _____ _____ _____

County Sierra Club CBD Audubon Society

e. Each of the Parties has executed this Agreement voluntarily, with full knowledge of its significance, and with the express intention of affecting the legal consequences provided by a waiver of California Civil Code Section 1542, or any similar provision of common or statutory law.

Party arising as a result of any breach by such Petitioner Released Party of its obligations under this Settlement Agreement.

c. Each Party agrees and acknowledges that it may hereafter discover facts different from or in addition to those now known or believed to be true regarding the claims released hereunder, and agrees that the foregoing releases shall remain in full force and effect, notwithstanding the existence or nature of any such different or additional facts.

d. Each Party, having consulted with counsel, is aware of the contents of Section 1542 of the Civil Code of the State of California. Section 1542 reads as follows:

> **Section 1542. (General Release - Claims Extinguished.) A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.**

Each Party expressly waives and relinquishes all rights and benefits under that section and any law or legal principle of similar effect in any jurisdiction, with respect to the claims released hereunder.

Initialed: _____ KD _____ _____
County Sierra Club CBD Audubon Society

e. Each of the Parties has executed this Agreement voluntarily, with full knowledge of its significance, and with the express intention of affecting the legal consequences provided by a waiver of California Civil Code Section 1542, or any similar provision of common or statutory law.

Party arising as a result of any breach by such Petitioner Released Party of its obligations under this Settlement Agreement.

c. Each Party agrees and acknowledges that it may hereafter discover facts different from or in addition to those now known or believed to be true regarding the claims released hereunder, and agrees that the foregoing releases shall remain in full force and effect, notwithstanding the existence or nature of any such different or additional facts.

d. Each Party, having consulted with counsel, is aware of the contents of Section 1542 of the Civil Code of the State of California. Section 1542 reads as follows:

> **Section 1542. (General Release - Claims Extinguished.) A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.**

Each Party expressly waives and relinquishes all rights and benefits under that section and any law or legal principle of similar effect in any jurisdiction, with respect to the claims released hereunder.

Initialed: _____ _____ JB _____
County Sierra Club CBD Audubon Society

e. Each of the Parties has executed this Agreement voluntarily, with full knowledge of its significance, and with the express intention of affecting the legal consequences provided by a waiver of California Civil Code Section 1542, or any similar provision of common or statutory law.

7. Attorneys' Fees and Costs. Except as otherwise expressly provided above, each Party shall bear its own attorneys' fees and costs, and shall not seek to recover such fees and costs from any other party in connection with the County's December 8, 2015 approval of the CAP or the greenhouse gas analysis in EIR No. 521, this Agreement, or the enforcement of this Agreement.

8. Miscellaneous Provisions.

a. Convenience and Reference. The headings and numbers used in this Agreement are included for the purpose of convenience of reference only and they shall not be used to explain, limit, amplify, modify or aid in the interpretation, construction or the meaning of any part of the Agreement.

b. Implementing this Agreement. The Parties shall act in good faith and fully cooperate to ensure that the steps necessary to implement this Agreement are carried out.

c. Modification. This Agreement may not be amended or modified by the Parties except in writing executed by all Parties.

d. Waiver. No waiver of any provision of this Agreement shall be binding unless executed in writing by the Party making the waiver. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar. Nor shall any waiver constitute a continuing waiver.

e. Advice of Counsel. In executing this Agreement, the Parties acknowledge that they have consulted with and been advised by their respective attorneys, and that they have executed this Agreement after independent investigation, and without fraud, duress or undue influence. The Parties further acknowledge and agree

that they have had a reasonable period of time for deliberation before executing this Agreement.

f. No Admission of Liability. The Parties understand and agree that nothing in this Agreement, or in the execution of this Agreement, shall constitute or be construed as an admission by any Party of any inadequacy or impropriety in connection with the allegations contained in Petitioners' Verified Petition for Writ of Mandate. This Agreement is the result of a compromise and nothing contained herein shall be construed as an admission of liability, responsibility, or wrongdoing by any Party hereto. It is agreed that all statements contained herein and the conduct of any Party in connection with this Agreement shall be inadmissible as evidence under California Evidence Code § 1152(a), except that the statements contained herein shall be admissible in any action to enforce or interpret this Agreement.

g. Representations. Each Party to this Agreement acknowledges that it is fully aware of the significance and legal effect of this of this Agreement, including its release provisions, and is not entering into this Agreement in reliance on any representation, promise, or statement made by any Party, except those explicitly contained in this Agreement.

h. Ambiguities and Interpretation. This Agreement shall be deemed to have been drafted equally by the Parties, and shall not be interpreted for or against any Party by reason of the alleged authorship of any provisions. The Parties understand and agree that the general rule that ambiguities are to be construed against the drafter shall not apply to this Agreement.

i. Mistake. Each of the Parties to this Agreement has investigated the facts pertaining to the Action and to this Agreement to the extent each Party deems necessary. In entering into this Agreement, each Party assumes the risk of mistake with

respect to such facts. This Agreement is intended to be final and binding upon the Parties regardless of any claim of mistake.

j. Binding on Successors in Interest. This Agreement shall bind and inure to the benefit of each Party and each Party's successors, assigns, heirs, officers, directors, employees, representatives, managers, principals and agents.

k. Governing Law. This Settlement Agreement shall be deemed executed and delivered within the State of California; the rights and obligations of the Parties hereunder shall be governed, construed, and enforced in accordance with the laws of the State of California. The venue for any dispute arising from or related to this Settlement Agreement, its performance, and its interpretation shall be in the Superior Court of California, County of Riverside.

l. Warranty of Authority. Each Party represents to all other Parties that such Party is authorized to enter into this Agreement, that the execution and delivery of this Agreement will not violate any agreement to which such Party is a party or by which such Party is bound, and that this Agreement, as executed and delivered, constitutes a valid and binding obligation of such Party, enforceable in accordance with its terms. Any individual signing this Agreement on behalf of a public agency represents and warrants that the Agreement is executed in compliance with a duly authorized action of the governing body of the public agency. The individuals signing this Agreement on behalf of each Party represent and warrant that they have full authority and are duly authorized to do so on behalf of the Party they represent.

m. Subject to Approval. The Parties acknowledge that the Agreement is subject to approval by the County, the Sierra Club, the Center for Biological Diversity, and the San Bernardino Audubon Society. Any individual signing this Agreement on

behalf of an entity represents that the governing body or approving authority of that entity has approved the Agreement.

n. Severance. The invalidity of any portion of this Agreement shall not invalidate the remainder. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the Parties shall amend this Agreement and/or take other action necessary to achieve the intent of this Agreement in a manner consistent with the ruling of the court.

o. Breach and Notice of Breach. Any Party claiming a breach of this Agreement shall provide the other Parties thirty (30) days' notice before commencing any action to enforce this Agreement and shall meet and confer and attempt to resolve their differences informally before commencing any such action.

p. No Third Party Beneficiaries. The Parties do not intend to create any third party beneficiaries to this Agreement. This Agreement is not intended to confer upon any person other than the Parties any rights or remedies thereunder and no person or entity other than the Parties shall have standing to enforce this Agreement.

q. Effective Date. Notwithstanding any provision herein in this Agreement to the contrary, this Agreement shall not be effective unless and until it is executed by all of the Parties, at which point it shall be effective as of the Effective Date.

r. Survival of Provisions. Except as otherwise provided in this Agreement, all covenants, releases, representations and obligations made by the Parties to one another pursuant to this Agreement shall survive any and all dismissals of the Action.

s. Time is of the Essence. To the extent that performance is to be governed by time, time shall be deemed of the essence.

t. Notices. All notices required under this Agreement shall be in writing, and may be given either personally or by registered or certified mail (return receipt requested) or by facsimile. Any Party may at any time, by giving ten (10) calendar days written notice to the other Party, designate any other person or address in substitution of the address to which such notice shall be given. Such notice shall be given to the Parties at their addresses set forth below:

For County of Riverside:

Gregory P. Priamos
Melissa R. Cushman
Office of Riverside County Counsel
3960 Orange Street, Suite 500
Riverside, CA 92501

For the Sierra Club:

Official notices:

Kathy Dale
Moreno Valley Group
P.O. Box 1325
Moreno Valley, CA 92556-1325

Mary Ann Ruiz
Chapter Chair
San Gorgonio Chapter
P.O. Box 5425
Riverside, CA 92517-5425

Aaron Isherwood
Coordinating Attorney
Sierra Club
2101 Webster St, Suite 1300
Oakland, CA 94612

Courtesy Email Notices:

Kathy Dale (kdalenmn@aol.com)
George Hague (gbhague@gmail.com)

For the Center for Biological Diversity:

Aruna Prabhala
1212 Broadway, Suite 800
Oakland, CA 94612

For San Bernardino Valley Audubon Society:

San Bernardino Valley Audubon Society
PO Box 10973
San Bernardino CA 92423

u. Entire Agreement. This Agreement contains the entire agreement among the Parties hereto with respect to the matters covered hereby, and supersedes all prior agreements, written or oral, among the Parties. No other agreement, statement or promise made by any Party not contained herein shall be binding or valid.

v. Exhibits. All exhibits referred to herein are, by such reference, incorporated herein and shall be deemed a part of this Agreement as fully as if set forth herein.

w. Execution in Counterparts. This Agreement may be executed in counterparts. The counterparts shall together comprise a single Agreement. Photocopies shall be able to serve as originals.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date hereinafter written.

Dated: September 6, 2017

THE COUNTY OF RIVERSIDE

By: _____
Juan C. Perez,
Director of Transportation and Land Management Agency

Approved as to form:
GREGORY P. PRIAMOS,
County Counsel

_____
Melissa R. Cushman, Deputy County Counsel
Attorneys for Respondent County of Riverside

Dated: September __, 2017

SIERRA CLUB

By: _____
Kathy Dale

Dated: September __, 2017

CENTER FOR BIOLOGICAL DIVERSITY

By: _____
John Buse
General Counsel and Senior Attorney

Dated: September __, 2017

SAN BERNARDINO VALLEY AUDUBON SOCIETY

By: _____
Mary Ruiz
Chapter Chair

Dated: September __, 2017

THE COUNTY OF RIVERSIDE

By: _____
Juan C. Perez,
Director of Transportation and Land Management Agency

Approved as to form:
GREGORY P. PRIAMOS,
County Counsel

_____
Melissa R. Cushman, Deputy County Counsel
Attorneys for Respondent County of Riverside

Dated: September 15, 2017

SIERRA CLUB

By: Kathy Dale
Kathy Dale

Dated: September __, 2017

CENTER FOR BIOLOGICAL DIVERSITY

By: _____
John Buse
General Counsel and Senior Attorney

Dated: September __, 2017

SAN BERNARDINO VALLEY AUDUBON SOCIETY

By: _____
Mary Ruiz
Chapter Chair

Dated: September __, 2017

THE COUNTY OF RIVERSIDE

By: _____
Juan C. Perez,
Director of Transportation and Land Management Agency

Approved as to form:
GREGORY P. PRIAMOS,
County Counsel

_____
Melissa R. Cushman, Deputy County Counsel
Attorneys for Respondent County of Riverside

Dated: September __, 2017

SIERRA CLUB

By: _____
Kathy Dale

Dated: September 15, 2017

CENTER FOR BIOLOGICAL DIVERSITY

By: _____
John Buse
General Counsel and Senior Attorney

Dated: September 15, 2017

SAN BERNARDINO VALLEY AUDUBON SOCIETY

By: _____
[redacted] Drew Feldmann
[redacted] Conservation Chair

7.6 STEP 6 – Monitoring and Inventorying

The County of Riverside will create a system for monitoring the implementation of this CAP and adjusting the plan as opportunities arise. As the plan is implemented and as technology changes, the CAP should be revised to take advantage of new and emerging technology. If promising new strategies emerge, the County of Riverside will evaluate how to incorporate these strategies into the CAP. Further, state and federal action will also result in changes which will influence the level of Riverside County emissions.

Screening tables completed during project review, as described in Section 7.5 above, will serve as documentation of the implementation of reduction measures. The County of Riverside shall retain the completed screening tables in order to maintain a record of the types and levels of implementation of each of the R2 measures. The point values in the completed screening tables also document the estimated levels of emission reductions anticipated during implementation. By maintaining these records, the County of Riverside can monitor the CAP reduction measure implementation and compare the anticipated emission reductions with the goals for the CAP over time.

The GHG inventory will be periodically updated in coordination with the three phases noted above: 2013 (to update with the Regional Transportation Plan outputs and Phase 1 progress); 2017 (to review Phase 2 progress, allow for course corrections to keep progress on target for 2020, and to develop post-2020 forecasts for use in planning for after 2020); and 2020 (to establish baseline for post-2020 GHG reduction planning). ~~The County of Riverside will also implement a monitoring and reporting program to evaluate the effectiveness of reduction measures with regards to progress towards meeting the goals of the CAP.~~

To provide periodic updates to the CAP inventory of GHG emissions, Riverside County will use a Microsoft (MS) Excel format emissions inventory tool developed by the CAP consultant. This tool will include all the emission factors and emission sources specific to Riverside County. The tool will be designed such that Riverside County staff can input VMT, water use, solid waste and energy consumption data and the tool will quantify emissions for the unincorporated areas.

The County of Riverside will also implement a monitoring and reporting program to evaluate the effectiveness of reduction measures with regards to progress towards meeting the goals of the CAP. This program will ensure that the effectiveness of all implementation measures are reviewed in advance of 2020 and that adjustments to

assigned point value to account for actual effectiveness are made in the post-2020 CAP. If measures included in this CAP are found to be ineffective, those measures will be removed or revised in the post-2020 CAP.

The CAP Implementation Coordinator shall be responsible for maintaining records of reduction measure implementation and insuring that the periodic updates to the emissions inventory are completed using the MS Excel based emission inventory tool.

7.7 STEP 7 – Beyond 2020

As described above under the discussion of Reduction Goals, 2020 is only a milestone in GHG reduction planning. Executive Order S-03-05 calls for a reduction of GHG emissions to a level 80 percent below 1990 levels by 2050, and this level is consistent with the estimated reductions needed to stabilize atmospheric levels of CO2 at 450 parts per million (ppm). Thus, there will be a need to start planning ahead for the post-2020 period. The County of Riverside will commence planning for the post-2020 period starting in 2017, at the approximate midway point between plan implementation and the reduction target and after development of key ordinances and implementation of cost-effective measures. At that point, Riverside County will have implemented the first two phases of this CAP and will have a better understanding of the effectiveness and efficiency of different reduction strategies and approaches. Further, the state's regulations under AB 32 would have been fully in force since 2012; federal programs and policies for the near term are likely to be well underway; market mechanisms like a cap and trade system are likely to be in force and will be influencing energy and fuel prices; and continuing technological change in the fields of energy efficiency, alternative energy generation, vehicles, fuels, methane capture and other areas will have occurred. Riverside County will then be able to take the local, regional, state and federal context into account. Further, starting in 2017 will allow for development of the post-2020 plan so that it can be ready for full implementation, including potential new policies, revisions to the General Plan (as necessary), programs, ordinances, and financing by 2020. The new plan will include a specific target for GHG reductions for 2035 and 2050. The targets will be consistent with broader state and federal reduction targets and with the scientific understanding of the needed reductions by 2050. The County of Riverside will adopt the new plan by January 1, 2020.

The new CAP adopted on or before January 1, 2020 will keep on track through 2035 to meet the 2050 goal by implementing the following.

- Increase energy efficiency and green building efforts (for County municipal facilities as well as private buildings within the unincorporated areas) so that the

savings achieved in the 2020 to 2035 timeframe are approximately 69% those accomplished in 2020.

- Continue to implement land use and transportation measures to lower VMT and shift travel modes (assumed improvement of 8% compared to the unmitigated condition, which is within SCAG's assumed range of 8% to 12% of GHG reductions for 2035).
- Capture more methane from landfills receiving regional waste, move beyond 75% local waste diversion goal for 2020, and utilize landfill gas further as an energy source.
- Continue to improve local water efficiency and conservation.
- Continue to support and leverage incentive and rebate and other financing programs for residential and commercial energy efficiency and renewable energy installations to shorten payback period and costs and to develop programs that encourage increased use of small-scale renewable power as it becomes more economically feasible.
- Require ongoing monitoring and verification of results. Every four years, the County will update the GHG inventory, review the effectiveness of specific measures, and revise their associated point value according to the available evidence. If existing measures are found to be ineffective, those measures will be removed or revised in the four-year cycle. The proposed changes will be available for public review and comment prior to approval at a public meeting.

The conceptual effects of these strategies are presented in Table 7-2 and would represent an approximate doubling of effort from that planned at the state and County level for 2020. In total, the measures described above would produce reductions to bring the region's GHG emissions to an estimated 3 MMTCO2e by 2035. While the potential mix of future GHG reduction measures presented in this section is preliminary, it serves to demonstrate that the current measures in the CARB Scoping Plan and the County's CAP can not only move the region to its 2020 goal, but can also provide an expandable framework for much greater long-term greenhouse gas emissions reductions toward the ultimate 2050 goal.

EXHIBIT B

1. The County agrees to process an amendment to the CAP such that on-site renewable energy production (including but not limited to solar) shall be required for any tentative tract map, plot plan, or conditional use permit that proposes to add more than 75 new dwelling units of residential development or one or more new buildings totaling more than 100,000 gross square feet of commercial, office, industrial, or manufacturing development, as described further below:
    a. Any such development shall offset its energy demand as provided below, unless such offsets are demonstrated by the applicant to be infeasible:
        i. Commercial, office, industrial or manufacturing development: 20 percent of energy demand
        ii. Multi-family residential development: 20 percent of energy demand
        iii. Single-family residential development: 30 percent of energy demand

    The County will revisit these offset requirements based on current technology each time it revises the CAP, with the expectation that offset requirements will increase over time.
    b. Examples of reasons that meeting on-site renewable energy production requirements may be infeasible include, but shall not be limited to: (1) for on-site solar energy production, the project site lacks available unshaded areas; (2) the configuration of the parcels on which the buildings or buildings are planned to be located are not suited for any type of on-site renewable energy production; and (3) on-site renewable energy production conflicts with other land use regulations applicable to a particular site, such as historic districts or Airport Influence Areas (e.g., where the Airport Land Use Commission or the County determines a technology to be hazardous for a site within an Airport Influence Area). If meeting the offset requirements in subpart (a) is infeasible, an applicant must nevertheless install on-site renewable energy production to the greatest extent feasible.
    c. Any determination that on-site renewable energy production is infeasible, including economic infeasibility, shall be supported by substantial evidence and independently verified by the County. A determination of infeasibility for development within an Airport Influence Area may be made as part of the required Airport Land Use Commission review.
    d. The feasibility of on-site renewable energy production shall be evaluated at the time of preparation of the first environmental review document (including but not limited to any environmental review for any specific plan adoption or amendment that proposes to add more than 75 units of residential or one or more buildings totaling more than 100,000 gross square feet of new commercial, office, industrial, or manufacturing development). The feasibility evaluation and supporting documentation shall be available for public review as content within the environmental review document, or as a supporting reference document.
    e. Implementation of feasible on-site renewable energy production shall be required as a condition of any new tract map, plot plan, or conditional use permit issued in connection with the development.
    f. The requirement for on-site renewable energy production is not intended to require a reduction in permissible project density or a change in permissible project type.

g. The requirements of this settlement point shall apply regardless of whether the project meets the 3,000 MT threshold discussed in the CAP. The requirements of this settlement point shall apply only to applications submitted 45 days or more after the County's final action amending the CAP to include these requirements.
h. Residential dwelling units in publicly subsidized projects to be constructed as housing for lower income households (as defined in Health and Safety Code section 50079.5) are exempt from the on-site renewable energy production requirements set forth in this Exhibit B to the Agreement. Any other residential dwelling units or commercial, office, industrial, or manufacturing development built in conjunction with such units are not exempt, so long as they independently meet the size requirements identified in Section 1 of this Exhibit B, above, except for mobilehome parks that separately qualify as exempt under this Exhibit B section 1.i.
i. Mobilehome parks that are reasonably anticipated to be used primarily for low-income families are also exempt from the on-site renewable energy requirements set forth in this Exhibit B. Factors the County will consider in making this determination include the proposed mobilehome park's lot size, location, and proposed amenities. Mobilehome parks that include a golf course as a proposed amenity are not exempt from the on-site renewable energy requirements set forth in this Exhibit B.

EXHIBIT C
Form of Stipulation

Petitioners and Respondents have entered a Partial Settlement Agreement (the "Agreement"), a copy of which is attached hereto as Exhibit 1.

The Agreement calls for the removal of various claims from Petitioners' Verified Petition for Writ of Mandate.

The Agreement includes terms anticipating that the trial court enter an order reserving jurisdiction to enforce the Agreement pursuant to C.C.P. § 664.6.

The Court is authorized to reserve jurisdiction to enforce the Agreement pursuant to C.C.P. § 664.6 upon written request of the parties as provided in *Wackeen v. Malis* (2002) 97 Cal.App.4th 429, 439-441.

THEREFORE, it is hereby STIPULATED by Petitioners and the County that, and Petitioners and the County hereby jointly request that, this Court reserve jurisdiction to enforce the Agreement pursuant to C.C.P. § 664.6 and this written stipulation of the parties.

911157.9

Friends of the Northern San Jacinto Valley
P.O. Box 4266
Idyllwild CA 92549
www.northfriends.org
snash22@earthlink.net
909-228-6710

November 13, 2017

Riverside County Board of Supervisors
County Administrative Center
4080 Lemon Street Riverside, CA 92501

Re: Tuesday, November 14, 2017. Agenda Item # (19) 1.5712: TRANSPORTATION AND LAND MANAGEMENT AGENCY.PLANNING. Public Hearing on the Villages of Lakeview Project including General Plan Amendment NOS. 702 and 701, Specific Plan No. 342, Change of Zone No. 7055, Development Agreement No. 73 and Environmental Impact Report No. 471 *[state clearinghouse # other 2006071095]*

Board of Supervisors:

The Friends of the Northern San Jacinto Valley object to the approval of either the original SP 342 or SP 342 Alt. 7, General Plan Amendment NOS. 702 and 701, Change of Zone No. 7055, Development Agreement No. 73 and Environmental Impact Report No. 471 *[state clearinghouse # other 20060710951203]* because this process violates the California Environmental Quality Act (CEQA) and other State General Plan and Planning laws in numerous ways. (1) The project description is fatally flawed (2) A Subsequent EIR must be prepared. (3) The new EIR should require 100% renewable energy. (4) The EIR relies on the wrong assumption that compliance with the MSHCP (Western Riverside County Multiple Species Habitat Conservation Plan) and SKRHCP (Stephens' Kangaroo Rat Conservation Plan) constitute compliance with CEQA. (Fish and Game Code 2826). (4) (2 The Project does not require 100% renewable energy.

HOME RULE "RULE"

Friends have heard from Supervisors, including some of you sitting before us today, that the unwritten HOME RULE "rule" requires that you always vote yes on a project outside of your district. The only time you vote no is because you know ahead of time that the project has secured the required three votes from other Supervisors. This has been repeated to me and other members of the public numerous times. If true, this is not democracy, but oligarchy. As taxpayers who pay your salary and will vote for you, or not, in the next election, we demand that you vote on this and all projects before you on its merits, not out of expectation of being rewarded by a yes vote for the next project in your district. For any Supervisor to vote on this project just because of the "home rule" is a violation of their public trust duties, embodies in their oath of office to uphold the constitutions and laws of the United States and California.

(!) INADEQUATE PROJECT DESCRIPTION

In order for an EIR to adequately evaluate the environmental impacts of a project, it must first provide a comprehensive description of the project itself. "An accurate, stable and finite project description is the sine qua non of an informative and legally sufficient EIR." *(San Joaquin Raptor Wildlife Rescue Center v. County of Stanislaus* (1974) 27 Cal. App. 4th 713, 740. As a result, courts have found that even if an EIR is adequate in all other respects, the use of a "truncated project concept" violates CEQA and mandates the conclusion that the lead agency did not proceed in the manner required by law. *San Joaquin Raptor* at pp. 729-30)

In this case, the public was presented with at least three versions of **Specific Plan 342**,; three **EIR's SCH *#2006071095;*** an unknown number of versions of **General Plan Amendments 720** (General Plan Technical Amendment, Entitlement/Policy Amendment, a Foundation Component Amendment—Extraordinary, and an Agriculture Foundation Component) to modify the land use designations of the project area to match those proposed in the Specific Plan land use plan; an unknown number of versions of **General Plan Amendments 721** modifications to the circulation element; **Change of**

Zone No. 7055 changing the zoning to Specific Plan 342 and adopt a Specific Plan zoning ordinance to establish the permitted uses and development standards for the Specific Planning Areas, or such other zones as the Board may find appropriate; and **Development Agreement No. 73.** One of the SP 342's might be located on either side of the Ramona Expressway, generally east of Martin Street, west of Princess Ann Road, south of Marvin Road, and generally north of Brown Avenue. Absent from this list for the public to review and compare is the 2010 SP 342 and the 2010 Final EIR, State Clearing house Number *#2006071095*. Here when the County made substantial changes to numerous sections of the 2010 FEIR based on the 2012 court decision, the 2010 FEIR should have been included in the administrative record for the public to review for comparison. (citations)

Rather than recirculate an addendum to the 2010 FEIR, a supplement to the 2010 FEIR, or a subsequent EIR for the Alternative 7 SP 342, the county took numerous separate documents (I count at least a dozen) cut them up in jigsaw puzzles, put them in a bag together and asked the public to determine what version of SP 342, DEIR and FEIR and errata, numerous general plan and specific plan amendments and a development agreement matched with each other. It may be that Specific Plan 342 Alternative 7 is clear, it is not clear which significant impacts, which mitigation and which findings of over-riding consideration, which of the many general plan and zoning amendments and which version of the development agreement are wholly to the July 2017 SP 342/Alt. 7 and which to the 2010 SP 342.

The EIR's project description, and the accompanying analysis, must be consistent throughout the EIR. If the project description is inconsistent (*e.g.,* if a project is described differently in different sections of the EIR) these shifts prevent the EIR from serving as a vehicle for intelligent public participation in the decision-making process. *County of Inyo v. County of Los Angeles* (1977) 71 Cal. App. 3rd 185, 197. The shift in project description in the Villages of Lakeview is even worse than the shift in *County of Inyo* where the project was first described as increased groundwater pumping to provide additional water for city-owned lands in two counties, second it referred to the increased pumping as part

of a larger operation of the Los Angeles aqueduct system, and third it described the project as the operation of the entire aqueduct system, including groundwater pumping to serve city lands in two counties.

In this case, the County first describes the project as the 618 Page 2016 Specific Plan 342 proposed by the applicant [which was different than the 2010 Specific Plan 342, which did not include Alternative 7, and may be different in other ways). Then in 2017, the County stated the project is now the 315 page 2016 Specific Plan 342 Alt. 7.

The problems with this shifting project description are numerous. First, the 2010 SP did not contain Alternative 7. The 2010 EIR also did not include an analysis of Alternative 7. Both Alternative 7 and its environmental analysis first appeared in 2016. Second, it is impossible to determine which of the DEIR and FINAL EIR significant impacts and mitigation and findings of over-riding consideration belong to the 342/2016 and to the 342/2017. Do the features which 342 /2016 have in common with 342/2017 retain all the same impacts, mitigation and over-riding consideration as the 342/2016,or have the changes in 342/2017 changed those features they have in common?

For instance, 364/2017 decreases the number of residential units but increases the acres of commercial/industrial. It also changes the location of many of the residential, commercial and industrial uses. 342/2017 contains 97 more acres and adds a community center, apparently. 342/17 changes are unclear as to how the amount of land zoned agricultural and in conservation easement has changed from 342/2016 and where it is located. Apparently 342/2017 does not rely on the MCP (mid county parkway) for its traffic analysis in whole, but in what ways does it rely on the original traffic analysis. 342/2017 does not include JJ Street, which supposedly takes care of one problem, but then it does not say how it is going to manage the MCP off-ramps.

These are just a few of the examples in which the project description and EIR for 342/2017 are unstable. The staff report states that further changes will be made after consultations with the CDFW and FWS. When will these critical changes be made available for public review? When will the public be given a copy of the Findings of Over-Riding Consideration to see if any have changed

because 342.2017 is environmentally superior? If none of these changed, that in itself is instability in the project description and makes any changes smoke and mirrors.

(2) SUBSEQUENT EIR

Friends may have been able to entertain the possibility that if the exact 2010 SP 342 had been the final project to be approved by the County Board of Supervisors, then the County could have prepared and recirculated an addendum to the 2010 EIR, correcting only those areas that the court found deficient in 2012. However, 2016 SP 342 is a new project and a new EIR that includes and analyzes Alt. 7. Then the final project being approved by the Board is a third Specific Plan and EIR called 2017 SP 342. If any agency finds the existing document does not have informational value for the evaluation of the new application, then the new application is treated as an application for a new project and must be evaluated fully under CEQA. The baseline for the analysis would be the existing physical conditions, not the activity that was previously approved.

Faced with these facts at numerous public hearings, the County should have required a new subsequent EIR because (1) substantial changes are proposed in the project that will require major revisions of the EIR. (2) Substantial changes occur in circumstances under which the project is being undertaken will require major revisions in the EIR (3) New information of substantial importance to the project that was not known and could not have been known when the EIR was certified or completed becomes available.

Substantial changes were made to 2010 SP 342 when alternative 7 was added. Substantial changes were made to the 2010 EIR SCH # *2006071095* when a multi-page analysis of Alternative 7 was prepared. Substantial changes were made when the 2017 SP 342 was made available to the public only after the Final EIR was made available. At that point in July of 2017, the County should have required the applicant to prepare a new subsequent EIR for 2017 SP 342 using currently existing environmental conditions as a baseline.

In addition, conditions two and three are triggered by climate change, five years of severe drought and the renewable energy/solar being the cheapest way to deliver electrons to residents. The risks of fire and flooding have dramatically increased with global warming and this new information was not taken into account in the 2010 EIR. The cost of renewable energy has dramatically decreased since the 2010 EIR and must be taken into account in the new EIR.

(3) 100% RENEWABLE ENERGY

On November 3, 2017, 13 federal agencies unveiled an exhaustive scientific report which states humans are the dominant cause of the global temperature rise that has occurred since the start of the 20th century, creating the warmest period in the history of civilization. Over the past 115 years, global average temperatures have increased 1.8 degrees F. (I degree C =1.8 degrees F) leading to unprecedented heat waves, increasingly destructive hurricanes, epic droughts and floods, catastrophic wildfires, and inundation of our coastal cities. This is no convincing alternative explanation that anything other than humans are to blame. Earth has set temperature highs for three years running and six of the past 17 years are the warmest years on record. Human-caused climate change is not just a theory, it is our reality.

The global climate is worsening faster than experts believed only two years ago. The Paris agreement to limit the rise in global temperature to no more than 2 degrees C (3.6 F) is now deemed too high. Scientists now say the line must be held to 1.5 degrees C to prevent the climate change that is already runaway from becoming catastrophic. The UN's own Emission Gap Report (October 31, 2017) found that the gap between the reductions needed and the national pledges made is Paris is alarmingly high. A new World Meteorological Organization study concluded that carbon dioxide increased in the atmosphere at record speed last year and has reached a level not seen in more than 3 million years. When the average atmospheric temperature was 3C warmer than today, glaciers melted in Greenland and the Antarctic and pushed sea levels at least 30 feet higher than they are now. Some scientists fear we may be reaching a "feedback loop" in which warmer air in the Artic thaws permafrost which releases trapped methane

and carbon dioxide which in turn feeds the rise in air temperature. Other scientists think that increased rainfall in the tropics, which leads to microbial processes that release methane is another "feedback loop". In 2015, the ocean warming of El Nino killed forever 50% of Australia's Great Barrier Reef. It is crucial to offset the amount of methane released by human activities. Strong policies by major emitting nations such as the US and China (and California, the 5th largest economy in the world) are the best hope to correct the rise in global temperatures.

The County of Riverside should commit to 100% renewable energy by 2045 and must demand that all new development approved by the County show 100% renewable energy sources, preferably locally produced. Over the last ten years, since the 2010 EIR, the price of renewable energy has dropped so fast and so sharply that we no longer have a serious obstacle to moving to renewable power, which today is the cheapest way of producing electrons any place on the planet. There is not better way for the County to begin its commitment to stopping global warming for the benefit of the residents of Riverside County and the People of the Earth, than through demanding that when this Project returns to you with a clear project description and a clear EIR, it includes the means for 100 % renewable energy.

(4) CEQA COMPLIANCE

Friends have been arguing since the inception of the MSHCP that the County and all of the Cities have operated under the false assumption that compliance with the MSHCP is compliance with CEQA. The law clearly states (Fish and Game Code 2826) that just because a developer complies with the MSHCP for the take of endangered species, does not mean that they are excused from complying with CEQA. This means that all direct, indirect, and cumulative impacts to the environment and endangered wildlife must be analyzed and mitigated and not merely rely on a faulty MSHCP compliance.

CONCLUSION

Include these comments in the administrative record and notify us of all upcoming hearings etc. at the above address and at snash22@earthlink.net and atpaul44@earthlink.net.

Susan Nash
President

Tom Paulek
Conservation Chair

OPPOSITION LETTER TO THE RIVERSIDE COUNTY BOARD OF SUPERVISORS

Dated: November 13, 2017

Supervisors Ashley, Tavaglione, Perez, Jeffries, and Washington :

This is a letter expressing my CONTINUED **OPPOSITION** to the **"SPECIFIC PLAN 342, GENERAL PLAN AMENDMENT 720, GENERAL PLAN AMENDMENT 721, CHANGE OF ZONE 7055, DEVELOPMENT AGREEMENT 73"** that is up for approval by the Board of Supervisors. I request that this letter become part of the public and administrative record.

I have lived in this community since 1989 and raised a family here. I graduated from Perris High School. My husband was born and raised in this valley. Most of his family still resides in this valley. We chose to live here because it wasn't the city. Just because we prefer to live in a rural area does not mean we are STUPID or that we are HICKS (an opinion held by at least one Lewis employee). We wish to stay rural, but we are not anti-growth. We also understand the need for increased tax base to make improvements in our area. We don't want unchecked and unfettered growth, such as what happened with Eastvale, Moreno Valley, Menifee, Murrieta, etc. People who want to live in cities or modern urban areas have many options to do so. Those seeking rural areas are finding those areas increasingly few and far between. There is NO pressing need for this development.

Nuevo is a rural community. Most of us moved here because it is rural and wanted property for horses and other livestock and/or to live away from the "city". That is exactly what The Villages of Lakeview is - irresponsible and unfettered growth on an area that can't support it. I detest the crowds and traffic of Temecula, Murrieta, Menifee, and Hemet. I don't mind driving 20-30 minutes to go to a shopping center or mall because I don't have to live there. We do not NEED 45+' tall buildings and apartments. In fact, they don't belong in a rural setting. We do not need, nor can we support, the increased traffic that this project will bring. We demand a more measured approach to growth so as to be able to understand the impact on the existing, surrounding area. We demand that our current infrastructure needs be met BEFORE this project even starts.

I have been involved with this since we first became aware of it being snuck past the existing community. While a few supporters have mentioned support, they certainly haven't bothered to voice their support in person. The opposition has been overwhelmingly present and vocal at the hearings. Even on social media forums, the developer continually knocks down and deletes ANY AND ALL comments asking for clarification or disputing their "facts". The developer has been less than honest in their communication with the community and is telling half-truths and holding out "carrots" to those who don't bother to educate themselves and take the developer at face value. They are being promised new schools and increased law enforcement and shiny "new" facilities like parks (they probably won't even be allowed to use). Schools **MAY** be built, but there is no guarantee. Per Lewis' own information, the district has two years from date of plan approval to commit to buying the designated land from Lewis. Supporters are being led to believe that Lewis is giving the land to the district and building the schools. That IS SIMPLY NOT TRUE. If the district doesn't commit to buy the land, the land will be used for... wait for it.... MORE homes.

Increased law enforcement is another commonly cited "benefit" by supporters, but is not guaranteed. Sure, the money will be paid in by Lewis and even generated by the increased tax base, but we have NO guarantee from the county that the money will be used for that. Unincorporated areas are lowest on the totem pole of county money. We'll never see the 28 officers being promised.

This development reeks of greed, and the speed at which it is being passed through shows that the county (or at least certain board members) is trying to get it passed before two of the supervisors are out of office (and not seeking re-election). That is unacceptable. What promises have they made to the developer? What financial benefit will they reap when they are out of office? It is blatantly obvious by my attendance at the planning commission hearings that the commissioners have not bothered to read the FEIR nor have they even bothered to verify any of the information given by the developer. They've never even been out here. The commissioners wanted this out of their hair as quickly as possible. The Board of Supervisors (and commissioners) have an obligation to act on behalf of their constituents, not the greedy developers. It is **YOUR** job to hold the developer accountable and to make sure that the existing community's needs are adequately addressed.

On a side note, I find it absolutely APPALLING that Lakeview/Nuevo's own supervisor, Marion Ashely, has refused to meet with our KeepNuevoRural group, but he has admitted to meeting with Lewis Homes at least once since the last planning commission hearing (where they voted to recommend approval to the supervisors). Other supervisors have met with the group, but not the man elected by the residents.

In addition to the proposed rezoning and general plan amendments and my concerns mentioned above, here are my other concerns:

1. **Infrastructure** - Our existing road infrastructure cannot handle the added traffic resulting from this development. Levels of service, per the traffic study, will drop.
2. **Urban-Density Housing** - The Villages plans to add 8,725 dwellings (supposedly), most of those will have lot sizes of 3,100 square feet, but that could go as low as 2,800 square feet.
3. **Sewer** - Existing properties in the immediate area of The Villages will be forced to pay for sewer hookup even if they do NOT hookup.
4. **Water Supply** - California has been in a drought for several years and water supply is always an issue. Many local wells have gone dry. Increase in number of homes will mean an increase in our water usage.
5. **Lack of Bilingual Notices** - Nuevo has a very large Spanish-speaking population. None of the signage or hearing notices are in Spanish. Most of those residents are unaware of this project. The developer has grossly exploited this fact.

I implore the Board of Supervisors to vote NO on The Villages of Lakeview project.

Thank you, Christina Heldoorn

Brady, Russell

From:	George Hague <gbhague@gmail.com>
Sent:	Monday, November 13, 2017 9:20 PM
To:	COB
Cc:	Brady, Russell
Subject:	Villages of Lakeview Public Hearing continuance needed
Attachments:	[Proposed] Statement of Decision.PDF; Judgment [Friends].PDF; Peremptory Writ of Mandate.PDF

Good morning Supervisors,

Re: Reasons for a Villages of Lakeview (VOL) public hearing continuance.

1) ***Not fully complying with Statement of Decision, Peremptory Writ of Mandate and Judgement in Case No. RIC10007572*** where on July 11, 2012 Judge Sharon J. Waters wrote as follows: "2. A peremptory writ of mandate directed to the County shall issue under seal of this Court, ordering the County to set aside all approvals related to Resolution Nos. 2010-88 and 2-10-89 and Ordinance in No. 348.4879 and to refrain from approving these same or new approvals relating to or implementing the Project until such time as the County fully complies with CEQA and State Planning and Zoning Law." Failure to fully comply with all aspects of Judge Waters's ruling and statement of decision requires the County to delay moving forward with the approvals of this Villages of Lakeview project. (Please fully incorporate all three attachment from Judge Waters' 2012 ruling/decision as part of my comments)

2) ***The Lakeview/Nuevo Municipal Advisory Council (MAC) appears to have been purposely put on a hiatus*** not to meet during the development of the Villages of Lakeview's (VOL) environmental review. They should be given the opportunity to review and give input into the process prior to your vote. During your public hearing on the VOL this Tuesday, you should look to see the sentiment of those from the Lakeview/Nuevo community against the project vs who are in favor. A truly representative MAC would probably let you know this project is not wanted on many levels and for many reasons.

3) ***The VOL's Overriding Considerations need to be available to the public*** to allow them to speak against your adoption of them as well as to use them to convince you that the Villages of Lakeview isn't worth its impacts to the public's Health, Safety and Welfare. Closing the public hearing and only then allowing the public to read the project's overriding considerations and your jusrtificaitons is totally unacceptable.

4) ***The project's file needs to be open to the public*** which according to the County's public notices it is, but the public has been denied full access. The County should not have a few items in the file which would justify them to deny public review of the entire Villages of Lakeview file. Those few items should be pulled if they are truly a work in progress or can be justified on some other grounds. The public should be able to thumb through the project's file to find anything of interest to them and then pay for copies. They should not need to tell you what they want, when they may not know until they stumble across it as they read the file. It would be fine for a staff person to be there as the public reviews that which public notices have said is available to them. You know total public access is the right and transparent action to demand of staff. Please do not accept some County Council opinion that they can justify denying access.

5) ***The VOL's Fiscal/Financial impact analysis has not been available to the public*** for comment from the beginning of the process. Even if it had, it appears the County uses parameters/guidelines from the previous century for such analysis.

In the minds of most people it is not right for all Supervisors to just vote like the Supervisor in which the project is located as was done with the San Gorgonio Crossings project of a couple of weeks ago — minus Supervisor Jeffries. This is especially true when that Supervisor is retiring and the public has no chance to vote against him for his actions. ***The Villages of Lakeview's impacts will not be confined to the Fifth District. Traffic, Air Quality and GHG gas as well as water quality runoff into the San Jacinto River will impact many Supervisor Districts.*** The San Jacinto Wildlife Area (SJWA) is not a MSHCP Core Reserve for just the Fifth District, but serves many of the threatened/endangered biological resources for much of our County.

Please continue the public hearing until each of the five points found above are resolved.

Sincerely,

George Hague

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

FRIENDS OF THE NORTHERN SAN JACINTO VALLEY and SIERRA CLUB, Petitioners, vs. COUNTY OF RIVERSIDE and BOARD OF SUPERVISORS OF RIVERSIDE COUNTY, and DOES 1-20, Respondents.	CASE NO.: RIC10007572 JUDGMENT
NUEVO DEVELOPMENT COMPANY, LLC, and DOES 21-40, Real Party in Interest.	

Petitioners and Plaintiffs, Friends of the Northern San Jacinto Valley and Sierra Club, challenged the March 23, 2010, decision of Respondents and Defendants, the County of Riverside and its Board of Supervisions (collectively, "County") to adopt Resolution Nos. 2010-88 and 2010-89 and Ordinance No. 348.4679, approving the Villages of Lakeview Project ("Project") and certifying an environmental impact report for the Project. This case was consolidated with Riverside Superior Court case Nos. RIC10007574 and RIC10007586 for purposes of administrative record, briefing schedule and hearing; however the Court ordered that separate judgments be entered in each case.

The hearing on the merits of the consolidated cases was held on March 2, 2012, before the Honorable Sharon J. Waters in Department 10 of the Riverside Superior Court. Daniel P. Selmi, Rachel B. Hooper, Erin Chambers and Sara A. Clark appeared as counsel for Petitioners Friends of the Northern San Jacinto Valley and Sierra Club; Matthew D. Vespa appeared on behalf of Petitioners Center for Biological Diversity and San Bernardino Valley Audubon Society; Anthony L. Beaumon appeared for Petitioner City of Riverside; Jack S. Yeh and Keli N. Osaki appeared on behalf of Real Party in Interest Nuevo Development Company, LLC and the County and Tiffany N. North appeared on behalf of the County.

The Court having reviewed the record of the proceedings in this matter, the briefs and papers submitted, and the argument of counsel and having issued its final statement of decision,

IT IS ORDERED AND ADJUDGED that:

1. For the reasons set forth in this Court's April 11, 2012, Statement of Decision, attached hereto as Exhibit A, judgment granting the petition for writ of mandate shall be entered in favor of Petitioners.
2. A peremptory writ of mandate directed to the County shall issue under seal of this Court, ordering the County to set aside all approvals related to Resolution Nos. 2010-88 and 2010-89 and Ordinance No. 348.4679 and to refrain from approving these same or new approvals relating to or implementing the Project until such time as the County fully complies with CEQA and State Planning and Zoning Law.
3. The County shall make its initial return to the writ no later than 60 days after service of the writ setting forth what it has done to comply with the writ.

/////

4. Pursuant to Public Resources Code section 21168.9(b) and Code of Civil Procedure section 1097, the Court shall retain jurisdiction over the County's proceedings by way of return to the peremptory writ of mandate until the Court has determined that the County has complied with CEQA, and State Planning and Zoning Law or other applicable laws.

5. Petitioners are awarded their costs of suit in an amount to be determined through post-judgment proceedings. The Court reserves jurisdiction to consider an award of attorney fees pursuant to any properly and timely filed motion by Petitioners.

Dated: July 11, 2012

Sharon J. Waters
Judge of the Superior Court

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

TITLE:	DATE & DEPT:	MASTER NUMBER:
FRIENDS OF THE NORTHERN SAN JACINTO VALLEY, et al., v. COUNTY OF RIVERSIDE, et al.	04/11/12 D10	RIC10007572 RELATED CASES: RIC10007574 RIC10007586
COUNSEL: NONE	REPORTER: NONE	

PROCEEDING:
PROPOSED STATEMENT OF DECISION

This is a consolidated matter in which Friends of Northern San Jacinto Valley, Sierra Club, Center for Biological Diversity, San Bernardino Valley Audubon Society, and the City of Riverside all challenge the approval of a project proposed by real party in interest Nuevo Development Company. The Project is the Villages of Lakeview extending over 2,800 acres consisting of 11,350 dwellings, a mixed use town center including some 500,000 square feet of retail, office and commercial uses, public facilities including four schools and a library, and nearly 1,000 acres of open space/conservation areas. Respondent County of Riverside approved the Project and certified the Environmental Impact Report on March 23, 2010. Petitioners filed a joint opening and reply brief. Respondents and real party also filed a joint opposition and will be referred to collectively as "Respondents."

DISCUSSION

I. The EIR failed to adequately evaluate GHG impacts and possible mitigation of these impacts.

Petitioners contend that the County failed to proceed in the manner required by CEQA in that the EIR improperly assessed the significance of the greenhouse gas (GHG) emissions by

comparing them to a potentially unrealistic, unreasonable hypothetical scenario rather than to existing conditions as required by *CBE vs. SCAQMD* (2010) 48 Cal. 4th 310, 322.

Respondents contend they first measured the Project's total GHG emissions against the baseline of existing conditions (zero emissions) to generate the Project's GHG inventory, quantified as 137,637 tons of CO2e annually and that this satisfied CEQA's mandate that project impacts be disclosed and compared to the existing physical environment which serves as a baseline for CEQA purposes. Next, the County exercised its discretion by utilizing compliance with AB 32 as the threshold against which to evaluate the impact on GHG, and compared the Project's GHG inventory against a business-as-usual (BAU) scenario to make its impact significance determination. This approach, according to respondents, provided an opportunity to evaluate the Project's emissions reduction strategy. According to respondents, the BAU hypothetical used represents the Project as proposed absent its voluntary design features, GHG reduction commitments and mitigation measures not require by existing mandates. Respondents contend that the analysis was reasonable and supported by substantial evidence in the record.[1]

It is true that agencies can exercise discretion in formulating and establishing thresholds of significance for each potentially adverse environmental effect (Guidelines §15064(b)), and may use performance standards or guidance documents adopted or issued by regulatory agencies as thresholds of significance (§15126.4(a)(1)(B)). It is also true that, at this time, no agency with particular expertise or jurisdiction over the Project's air quality and GHG emissions has established a quantitative or numeric threshold for determining when or to what extent emissions are significant for CEQA purposes in relation to GHG.

---

[1] In support of their contention that this BAU approach was proper, respondents ask the court to take judicial notice of a decision from a Kern County trial court proceeding and an appellant's opening brief. The request is denied.

Nevertheless, the hypothetical project proposed for the EIR does not accurately reflect business as usual because it uses an unrealistic scenario which ignores local planning and zoning laws, strips all vegetation from the project, and contemplates development on mountainous portions of the project site. In addition, the hypothetical scenario fails to account for the fact that project approval under CEQA contemplates a process whereby the adverse environmental effects of a project of this nature are identified and analyzed; alternatives are considered; and potential impacts are eliminated or mitigated. The hypothetical project, which ignores not only local planning and zoning laws as well as potential adverse impacts, is not one that could ever be expected to actually occur in the County let alone on the project site. It does not appear the EIR used a "business as usual" approach but instead adopted a "worst-case" scenario as it began its evaluation of the GHG emissions.

Respondents' reliance on *Citizens for Responsible Equitable Environmental Development v. City of Chula Vista* (2011) 197 Cal.App.4th 327 is misplaced. While the *Chula Vista* case did conclude that compliance with AB 32 was a proper threshold of significance and implicitly approved use of a "business as usual analysis" in assessing the significance of the impact, that case is factually distinguishable. In that case, business as usual was based on the existing store – not some hypothetical scenario like here.

Chula Vista simply does not support respondents' use of a hypothetical "BAU" that has no correlation to baseline conditions or to the project as proposed and is not even based on what could be realistically developed in this area in light of existing zoning and other land use regulations.

As the Supreme Court noted in *CBE v. SCAQMD, supra*, 48 Cal.4th 310 at p. 322: "An approach using hypothetical allowable conditions as the baseline results in 'illusory' comparisons that 'can only mislead the public as to the reality of the impacts and subvert full consideration of

the actual environmental impacts,' a result at direct odds with CEQA's intent. [Internal Citation Omitted.] The District's use of the prior permits' maximum operating levels as a baseline appears to have had that effect here, providing an illusory basis for a finding of no significant adverse effect despite an acknowledged increase in NOx emissions exceeding the District's published significance threshold."

Notwithstanding that the Supreme Court was addressing the issue of baseline conditions whereas here we are discussing a proper BAU model, the concerns expressed in *CBE* are the same. The use of this hypothetical "BAU" here which is tied neither to existing conditions or reasonably likely conditions serves only to mislead the public and the decision-makers in their understanding of the actual significance of the GHG emissions, and their effect on the environment. Further, because the EIR improperly assessed the significance of GHG emissions, the EIR could not and did not properly analyze and evaluate feasible mitigation for GHG impacts.

II. The County was required to recirculate the EIR.

The Court finds that new information was added after the close of the public comment period that revealed a substantial increase in the severity of environmental impacts.

In response to comments to the DEIR, a transportation analysis was conducted which indicated an increase of 100 million additional vehicle-miles traveled (VMT) per year (50% increase), and $PM_{2.5}$ concentrations 300% greater than previously disclosed and 95 times higher than Air District's threshold for determining the significance of impacts. Petitioners contend that an agency is required to recirculate an EIR when it adds significant new information after the public comment period has closed, citing §21092.1 and *American Canyon Community vs. City of American Canyon* (2006) 145 Cal.App.4th 1062, 1075-76).

Respondents argue that substantial evidence supports the County's determination that the new information merely clarified, amplified, or made insignificant modifications to the general assumptions that were presented in the draft EIR. According to respondents, the new information did not change the severity of the Project's impacts on global climate changes (GCC) or air quality. They contend that even with the new VMT estimates, the Project would still reduce emissions consistent with AB 32. They conclude that the County's decision not to recirculate was proper, citing *Silverado Modjeska Recreation and Parks vs. County of Orange* (2011) 197 Cal.App.4th 282.

The Court finds that the new information did constitute a substantial increase in the severity of GCC and air quality impacts which required recirculation. (Guidelines §15088.5; Pub. Res. §21092.1, §21166.) The new analysis which revealed the substantial increase in GHG and fine particulates was conducted after the comment period. This new information did not merely supply additional requested details or merely explain the DEIR's analysis. Instead, the methodology used in connection with the DEIR was discarded. A new, more accurate methodology disclosed air quality impacts more severe than previously disclosed.

In addition, the County's reliance on its BAU hypothetical and analysis fails. The County cannot rely on alleged consistency with AB 32 as discussed above.

Petitioners did not have an adequate opportunity to comment on the newly disclosed impacts. The determination that the increased impacts did not warrant recirculation is not supported by substantial evidence.

III. The EIR did not adequately analyze the project's impacts on air quality and the related health impacts.

The Court finds that there is inadequate analysis in the EIR as to the Project's impacts on air quality and related health effects. In discussing significant environmental impacts, direct and

indirect significant effects of the project should be clearly identified and described, giving due consideration to both the short-term and long-term effects on matters including health and safety problems caused by the physical changes. (*Guidelines §15126.2(a).)* Here, the EIR makes only general references to respiratory and pulmonary conditions and cancer health risks. However, it provides little information or analysis as to the specific impacts on the general population versus sensitive receptors, or as to the degree of impacts and the specific effects on the public's health. When the informational requirements of CEQA are not met, an agency has failed to proceed in a manner required by law. (*Bakersfield Citizens for Local Control vs. City of Bakersfield* (2004) 124 Cal. App. 4th 1184, 1220).

The County's reliance on the South Coast Air Basin region-wide Air Quality Management Plan does not relieve it of its obligation to provide a reasonable analysis of the Project's cumulative impacts. (*Guidelines §15130(b).)* Pursuant to *Berkeley Keep Jets Over the Bay Committee vs. Bd. of Port Commissioners of the City of Oakland* (2001) 91 Cal. App. 4th 1344, 1371, the County is required to use its best efforts to find out and disclose all that it reasonably can. Here, Petitioners provided the County with numerous studies addressing the health effects of particulate pollution, yet County's only response was to discredit one of the reports, and to continue to rely on the SCAQMD methodology. Absent any attempt to use its best efforts to find out and disclose all that it reasonably can, the County failed to meet its obligations.

IV. The EIR failed to conduct an adequate review of the project's impacts on regional traffic.

The Court finds that the EIR failed to conduct adequate environmental review of the Project's impacts on regional traffic. The record establishes that the Project will result in over 85,000 vehicle trips per day, and will add 17,000 new car trips to the I-215 each day. Many of the residents will be driving to Moreno Valley and Riverside via the I-215, and those commuting

to Orange and Los Angeles Counties will contribute to the existing problems at the I-15/SR91 interchange.

The EIR failed to analyze the impacts on any of these freeways, and instead restricted its analysis based upon the Riverside County Traffic Impact Analysis Preparation Guide (TIA) and a supplemental analysis. In accordance with the TIA, County studied the area within a five-mile radius of the Project site and conducted a supplemental analysis including 17 additional intersections and 10 additional street segments. An EIR must include a description of the environment in the vicinity of the Project from both a local and regional perspective. (*Bozung vs. Local Agency Formation Comm. (1975) 13 Cal. 3d 263, 283; Guidelines §15125.*) By failing to analyze the Project impacts on the surrounding freeways, County failed to proceed as required by CEQA.

County also argues that it specifically noted there would be a need for subsequent environmental review related to potential traffic impacts and that significant changes with respect to development of regional transportation systems are expected to occur. CEQA, however, requires that the impacts of a proposed project are to be compared to the actual environmental conditions existing at the time of the analysis. (*Sunnyvale West Neighborhood Assn. vs. City of Sunnyvale* (2010) 190 Cal. App. 4th 1351, 1380-1384.) The EIR fails to provide any specific analysis as to the impacts of the Project on the existing freeways.

V. The EIR project description was adequate.

The question concerning which acts constitute the "whole of an action" for purposes of Guidelines §15738 is a question of law. (*Tuolumne County Citizens for Responsible Growth, Inc. vs. City of Rancho Cordova* (2007) 155 Cal. App. 4th 1214, 1224.) As such, it is to be determined by the trial court's independent judgment. In this case, the Court finds that the

construction of the electrical substation and transmission lines, as well as the training dike, are not part of the Project.

The EIR does acknowledge that the new electric substation is necessary to the Project: the existing Nuevo substation only has the capacity to meet projected demands through 2012, after which additional substation capacity (and the extension of transmission lines) will be necessary to provide power to support the current and future growth. The construction of the off-site training dike is necessary to significantly reduce flooding within the Project. However, neither the substation nor the dike, are component parts of the Project and there has been no improper segmentation.

There are general principles used to determine whether a particular act is part of the activity that constitutes a CEQA project. One way is to evaluate how closely the related acts are to the overall objective of the project (the relationship being sufficiently close when the proposed act is among the "various steps which taken together obtain an objective"). (*Tuolumne, supra, p. 1226.)* Another is to consider how closely the act and project are related in time and physical location, and the entity undertaking the action. (*Id.*, at p. 1227.)

In this case, both the substation and dike were planned independently of the Project, and will serve development in addition to the Project. The substation will be built by a separate entity, Southern California Edison to accommodate regional development growth beyond 2012. The dike is part of a previously approved County infrastructure plan to serve regional needs. As such, neither the substation and transmission lines nor the dike are component parts of the Project. (See *Anderson First Coalition vs. City of Anderson* (2005) 130 Cal. App. 4th 1173.)

VI. The EIR adequately addressed the project's noise impacts.

Petitioners contend that the EIR does not properly account for the already existing noise environment attributable to some of the roadways which will serve the Project. They argue that

the EIR improperly uses thresholds of significance to avoid having to confront the possibility that any additional amount of noise might well be significant given the already existing problems. Petitioners contend that the EIR also fails to consider that the Project's incremental noise impacts might be cumulatively considerable. Petitioners conclude that the EIR avoids having to adopt feasible measures to mitigate the Project's contributions to noise.

On the contrary, the EIR acknowledges that because the cumulative noise without the Project is significant, any additional noise contributed by the Project would be significant. The EIR admits that the effect of the Project together with other cumulative impacts will result in significant area-wide cumulative noise impacts. Instead of refusing to examine mitigation for the noise impacts, the EIR considered the use of sound walls to mitigate the significant noise impacts. This mitigation was found not to be feasible, and the EIR concluded that the noise impacts were therefore significant and unavoidable. Petitioners do not dispute the finding that sound walls were not feasible. Nor do they suggest that there were other mitigation measures that could have been considered.

Petitioners also contend that the EIR fails to analyze specific noise impacts resulting from construction of the Project. However, the County was not required to speculate regarding construction activity for project buildup expected to take place over a 20-year period. (See *Tracy First v. City of Tracy* (2009) 177 Cal.App.4th 912, 932-933.) Instead, given the conceptual level of the Project, the County properly considered construction impacts to the extent possible and identified mitigation measures.

VII. EIR did not adequately address concerns raised with respect to the Habitat Conservation Plan.

CEQA requires the lead agency to respond to each significant environmental issue that is raised by commenters. (Pub. Res. C. §21091(d)(2).) Major environmental issues raised when

the lead agency's position is at variance with recommendations and objections should be addressed in detail with reasons why specific comments and suggestions were not accepted. (Guidelines §15088(c).) Responses to comments should at least demonstrate a good faith reasoned analysis. (*Eureka Citizens for Responsible Government v. City of Eureka* (2007) 147 Cal.App.4th 357, 378.)

Commenters pointed out that the Project's plan to construct "JJ Street" interferes with so-called "Constrained Linkage 20," a habitat block identified in the MSHCP. The Constrained Linkage allows space for migration, plant propagation, and increased mating opportunities between other habitat blocks. JJ Street will be constructed across the Constrained Linkage and will create another barrier to wildlife attempting to travel between the Wildlife Area and the Lakeview Mountains.

The County's responses to comments first maintained that JJ Street does not actually cross the wildlife corridor. But JJ Street is in fact perpendicular to the linkage and will be constructed directly across it.

The County also took the position that JJ Street should be considered part of the planned Mid-County Parkway, which includes the existing Ramona Expressway. This roadway also crosses the linkage and was already anticipated and contemplated by the MSHCP. Comment responses contend that the culvert/wildlife corridor under the Mid-County Parkway will be extended and will run under JJ Street. Petitioners point out that the MSHCP indicates that small mammals are not known to use culverts longer than 64 meters. With the addition of JJ Street, even if parallel to the Mid-County Parkway, the culvert will be at least 87 meters in length. The MSCHP anticipated a 67-meter wildlife crossing, and extending it an additional 20 meters for JJ Street may make the undercrossing unusable for the species and may compromise the integrity

of the Constrained Linkage. The County's analysis failed to address the additional length of the culvert which will be required in order to extend the undercrossing under JJ Street.

VIII. The EIR failed to adequately address the project's growth-inducing impacts.

Petitioners argue that EIR's brief analysis of growth-inducing impacts fails to meet the requirements of Guidelines §15126.2(d). The Project includes improvements to roads, the extension of energy services, and the extension of water lines and sewer services to serve future projects and urbanization. Petitioners further argue that pursuant to *Napa Citizens for Honest Government vs. Bd. of Supervisors* (2001) 91 Cal. App. 4th 342, 370, the EIR should have disclosed information about the housing units the infrastructure will accommodate, and the effect of the additional growth on public services.

The Court agrees that additional information about the Project's growth-inducing impacts should have been provided and analyzed. Although the County submits that such would be speculative, the record indicates that existing information is available which makes such discussion viable. The County references the expansion of the Ramona Expressway and incremental roadway improvements; the construction of new roads; and water and sewer improvements and infrastructure sized to serve future urbanization within the area. It also references "developing communities," and states how the infrastructure improvements and expansions could eliminate potential constraints for future development in the area. Given the extent of vacant and unimproved land surrounding the Project, the County should have been able to provide additional information and analysis about growth-inducing impacts.

IX. The EIR's Discussion of Project Alternatives was adequate.

Petitioners first argue that the Project's objectives are so narrow that they preclude consideration of a reasonable range of alternatives, citing *National Parks & Conservation Assn. vs. Bureau of Land Management* (9th Cir. 2010) 606 F.3d 1058, 1072. The Court finds that

argument unavailing. While certain Project objectives may be possible due to the existing circumstances (e.g., single ownership and location), the objectives overall reflect the County's goals as evidenced in Chapter 2 of the County's General Plan. This is distinguishable from *National Parks*, where only one of the four project objectives served the needs of the BLM. (*National Parks*, supra, at pp.1071-72.)

Petitioners then argue that the EIR improperly failed to analyze an off-site alternative, which is necessary given the significant amendments and zoning changes and the inconsistencies with the General Plan. *(Citizens of Goleta Valley vs. Bd. of Supervisors ("Goleta I")* (1988) 197 Cal. App. 3d 1167, 1179-80; Guidelines §15126.6.) Again, the Court disagrees and finds that the EIR properly considered and then rejected an alternate site. Guidelines §15126.6 requires the EIR identify alternatives that were considered and rejected as infeasible during the scoping process, and briefly explain the reasons underlying the determination. The factors that may be used to eliminate alternatives from detailed consideration in an EIR are failure to meet most of the project objectives, infeasibility, or inability to avoid significant environmental impacts. (§15126.6(c).) Here, the County included such discussion at AR 3403-04. The Court finds that discussion sufficient and distinguishable from that in *Goleta I, supra.*

X. The Project is inconsistent with the General Plan Circulation Element.

Petitioners argue that the Project is inconsistent with various General Plan policies: Land Use (L.U.) Policy 2.1(e) (to concentrate growth near or within existing urban and suburban areas to maintain the rural and open space character to the greatest extent possible); L.U. Policy 17.3 (to ensure development does not adversely impact the open space & rural character of the surrounding area); L.U. Policy 10.1 (to provide sufficient opportunities to increase local employment levels and minimize long-distance commuting); L.U. Police 7.12 (to improve the

relationship and ratio between jobs and housing); L.U. Policy 2.1(a) (to provide a land use mix at the countywide and area plan levels based on projected need); and Air Quality Policy 8.2 (to emphasize job creation and reductions in VMTs in job poor areas to improve air quality. Petitioners also contend the project is inconsistent with General Plan Circulation Element 2.1 which requires the County to maintain target Levels of Service: LOS "C" along all County-maintained roads and conventional state highways.

The question is whether the Project is compatible with and will not frustrate the General Plan's goals and policies. *(Napa Citizens for Honest Government vs. Napa County Board of Supervisors* (2001) 91 Cal. App. 4th 342, 379.) If the Project will frustrate the General Plan's goals and policies, it is inconsistent with the General Plan unless it also includes definite affirmative commitments to mitigate the adverse effect or effects. (*Id.*)

Here, the record establishes that the Project will frustrate the General Plan's policy of maintaining the County's Level of Service standards as described in the General Plan Circulation Element. The EIR admits that at full build-out of both the current General Plan roadway system and the Project, some roadway segments and intersections will not meet the required standards. The General Plan Circulation Element establishes definite standards regarding traffic congestion, not mere guidelines or flexible goals. The County cannot establish specific traffic requirements and at the same time approve a project that will cause unacceptable congestion without taking affirmative steps to handle that increased congestion. (*Napa Citizens, supra*, 91 Cal.App.4th, at p. 380; *Endangered Habitats League v. County of Orange* (2005) 131 Cal.App.4th 777, 782-783.) No such affirmative steps or mitigation measures have been developed. This is particularly unacceptable given the improper/inadequate analysis concerning traffic impacts from the Project discussed previously.

Otherwise, the Court accepts the Board's findings of consistency as being supported by substantial evidence despite some inconsistency with a handful of land use policies articulated in the General Plan. A given project need not be in conformity with each and every land use policy. It need only be compatible with the objectives, general land uses and programs set forth in the General Plan. (*Families Unafraid To Uphold Rural El Dorado County v. Board of Supervisors* (1988) 62 Cal.App.4th 1332, 1336.) The County's determination of consistency with its own General Plan is entitled to great deference. It has the unique competence to balance the plan's policies when applying them and has the broad discretion to construe its policies in light of the plan's purposes. (See *Eureka Citizens for Responsible Government v. City of Eureka* (2007) 147 Cal.App.4th 357, 373-374.)

XI. One of the County's findings in support of the extraordinary amendment to the general plan is inadequate.

The County's General Plan discourages amendments to the foundational elements of the Plan outside of the County's regular five-year amendment cycle. Foundational elements may not be amended outside of the five-year cycle unless specific findings are made that the amendment is justified as a result of extraordinary events. This "Extraordinary Amendment" procedure requires three particular findings to justify an Extraordinary Amendment. (General Plan, Ch. 10 at A-12; Riv. Co. Code §17.08.060(F)). These findings were necessary here because the Project included General Plan Amendment 720 which raised development densities in connections with existing foundational elements. As discussed below, the Court finds the second and third required findings were sufficient and are supported by substantial evidence.

The second required finding to support an extraordinary amendment is that a condition exists or an event has occurred that is "unusually compelling." The County's finding regarding the unusually compelling event cites "an opportunity that is presented by having 2,786 acres

under the control of one entity...to pursue a comprehensive master plan." This finding is sufficient and is supported by substantial evidence.

The third required finding is that a component change is necessary to facilitate implementation of open space or transportation corridor designations arising from MSHCP and CETAP programs that could not be accomplished by a lesser change in the General Plan. The County supports this finding with the real party's commitment to widen the Ramona Expressway, the fact that real party has much of the land necessary for the expansion without the County having to condemn it, and the fact that the Project's circulation system is designed to align with planned access points for the Expressway obviating the need for a frontage road. This third finding is sufficient and is supported by substantial evidence.

The first required finding is that new conditions or circumstances justify modifying the General plan, that the modifications do not conflict with the overall County Vision, and that the modifications would not create an internal inconsistency among the elements of the General plan. Unlike the second and third findings discussed above, when the board made this required finding it did so merely by quoting the language in the extraordinary amendment procedure. The "new conditions or circumstances" are not defined and there is no indication as to what evidence the board relied on to support this finding.

To be adequate, a finding must apprise the reviewing court of the basis for the board's actions. In other words, the finding must "bridge the analytic gap between the raw evidence and the ultimate decision or order." (*Topanga Assn. for a Scenic Community vs. County of Los Angeles* (1974) 11 Cal. 3d 506, 514.) It is not the responsibility of the reviewing court to comb the record to find some evidence that might have supported the board's finding. (*Id.*, at p. 516.) Here, because the board merely quoted the language of the required finding, this Court does

not know and cannot determine the basis for the county's decision. This first finding is not sufficient.

CONCLUSION

Pursuant to California Rules of Court rule 3.1590(c), this tentative decision is the Court's proposed statement of decision with respect to the petitions for writ of mandate filed in RIC10007572, RIC10007574 and RIC10007586 subject to any party's objection under rule 3.1590(g). If timely objections are not filed and served within 15 days of service of this statement of decision, petitioners in RIC10007572 and RIC10007574 are hereby ordered to prepare, serve and submit proposed judgments and peremptory writs of mandate. In RIC10007586, this proposed statement of decision addressed only the first and second causes of action. Unless the City wishes to dismiss its third and fourth causes of action for declaratory relief and injunctive relief, respectively, a final judgment cannot be entered in that case at this time.

A hearing for receipt of proposed judgment in RIC10007572 and RIC10007574 and for status conference on the City's remaining causes of action in RIC10007586 is hereby set for April 30, 2012, at 8:30 a.m., in Dept. 10.

Sharon Waters, Judge
L. Hall (cmg), Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

FRIENDS OF THE NORTHERN SAN JACINTO VALLEY and SIERRA CLUB, Petitioners, vs. COUNTY OF RIVERSIDE and BOARD OF SUPERVISORS OF RIVERSIDE COUNTY, and DOES 1-20, Respondents. NUEVO DEVELOPMENT COMPANY, LLC, and DOES 21-40, Real Party in Interest.	CASE NO.: RIC10007572 ~~[PROPOSED]~~ PEREMPTORY WRIT OF MANDATE

TO: Defendants and Respondents, County of Riverside and Board of Supervisors of Riverside County (collectively, "County").

The Court having entered a judgment in this proceeding directing that a peremptory writ of mandate issue from this Court,

YOU ARE HEREBY COMMANDED to comply with the following:

1. Within forty five (45) days of the service of this Writ, the County shall set aside all approvals relating to Resolution Nos. 2010-88 and 2010-89 and Ordinance No. 348.4679, and shall refrain from approving these same or new approvals relating to or implementing

the Villages of Lakeview Project ("Project") until such time as the County fully complies with CEQA and State Planning and Zoning Law.

2. Under Public Resources Code §21168.9(c), this Court does not direct the County to exercise its lawful discretion in any particular way.

3. Under Public Resources Code §21168.9(b) and Code of Civil Procedure §1097, this Court will retain jurisdiction over the County's proceedings related to this Project by way of a return to this Writ until the Court has determined that the County has complied with the provisions of CEQA, State Planning and Zoning Law.

You are further commanded to make and file a return to this writ within 60 days from the date a copy of this writ is served on you, showing what you have done to comply with this writ.

Witness the Honorable Loren Weber, Judge of the Superior Court. Attest my hand and the seal of this Court this 11 day of July, 2012.

Sherri R. Carter
Clerk

By: [signature]
Deputy Clerk LETICIA HALL

~~[PROPOSED]~~ PEREMPTORY WRIT OF MANDATE

RAMV.ORG
PO Box 2433
Perris, CA 92572
abilene149@gmail.com

November 14, 2017

Riverside County Board of Supervisors
4080 Lemon Street
Riverside, CA 92501
rbrady@rivco.org

Re: Opposition to The Villages of Lakeview: Specific Plan 342, General Plan Amendment NO. 721, Change of Zone 7055.

Agenda Item: 19

The Rural Association of Mead Valley (RAMV.org) representing over 19,000 residents of the rural community of Mead Valley is adamantly opposed to Specific Plan 342, General Plan Amendment NO. 721, Change of Zone 7055. This is a Foundation Element Amendment Change from Rural, Agriculture and Open Space to Community Development that will destroy the very nature of this rural community. **We support the NO PROJECT Alternative.**

The Villages of Lakeview Plan was originally approved in 2010 and many of the documents are completely outdated and inadequate. The project itself will create urban sprawl and allow a large number of similar projects that will destroy this rural valley and habitat area. The project is part of the overall urbanization of the area using piecemeal development to override the General Plan and Area Plan for the area.

Over the past 7 years the region has changed dramatically by adding and proposing hundreds of massive logistics warehouses to the region in areas once zoned for rural homes and commercial businesses. This has resulted in tremendous impacts to the infrastructure of the area especially freeways, highways, local roads, and interchanges. The vast majority of residents from this proposed development will be commuting to either San Diego or Orange County adding well over 22,700 additional vehicle trips per day to the I-215 Freeway and Ramona / Cajalco Interchange. Trucks and cars accessing the I-215 Freeway going north from the Ramona Expressway are already backed up for over a mile.

- Traffic is a big concern for the entire region including the Cities of Perris, Riverside and Moreno Valley and the communities of Mead Valley, Nuevo, Good Hope, Lake Mathews, Woodcrest and Gavilan Hills. The EIR documents indicate that the LOS Level of Service will decline from D or better to unacceptable LOS F. The impacts in the EIR do not consider the hundreds of massive logistics warehouses being proposed for the area which are already severely impacting the interchanges, freeways, highways and local roads in the Greater Lake Mathews and Mead Valley communities.

- The Riverside County General Plan does not allow projects that will impact traffic to the point of LOS level F. This is unacceptable and yet this project will create a level that is beyond level F to the point of complete gridlock on many freeways, interchanges, and local roads throughout the region. This is completely unsatisfactory.

Page 15 City of Perris text is revised as follows:

- The City of Perris identifies the following level of service standards for level of service as part of their General Plan:
- • Degrades operations from an acceptable LOS E D or better to an unacceptable LOS E or F; or
- Degrades operations from an acceptable LOS E or better to an unacceptable LOS F at
- intersections of arterials or expressways; or
- Increases intersection delay or increases the volume-to-capacity ratio at study roadway segments already operating at LOS E or F.

Riverside County General Plan Chapter 4 Circulation Element.

C 2.1 LOS D shall apply to all development proposals located within any of the following Area Plans: Eastvale, Jurupa, Temescal Canyon, Lake Mathews/Woodcrest, Elsinore, Mead Valley, Highgrove, Reche Canyon/Badlands, Lakeview/Nuevo, Sun City/Menifee Valley, Harvest Valley/Winchester, Southwest Area, The Pass, San Jacinto Valley, and Western Coachella Valley.

C 2.6 Accelerate the construction of transportation infrastructure in the Highway 79 *corridor between Temecula, Hemet, San Jacinto, and Banning* Policy Area (Figure C-2). The County of Riverside shall require that all new development projects demonstrate adequate transportation infrastructure capacity to accommodate the added traffic growth. The County of Riverside shall coordinate with cities adjacent to the policy area *in the Highway 79 corridor* to accelerate the usable revenue flow of existing funding programs, thus assuring that *expediting the development of the* transportation infrastructure is in place when needed.

C 2.7 Maintain a program to reduce overall trip generation in the Highway 79 Policy Area (Figure C-2) by creating a trip cap on residential development within this policy area which would result in a net reduction in overall trip generation of 70,000 vehicle trip per day from that which would be anticipated from the General Plan Land Use designations as currently recommended. The policy would generally require all new residential developments proposals within the Highway 79 Policy Area to reduce trip generation proportionally, and require that residential projects demonstrate adequate transportation infrastructure capacity to accommodate the added growth.

- The project proposes 11,350 dwelling units with a low estimate of 34,000 residents at 3 per dwelling unit. Many homes will have many more residents per household with the size of homes today being well over 20,000 sq ft. Going to and from work 2 x 2 =4 X 5 days = 20 trips per week. Taking children to school and after school activities. 7 x 4 = 28. Total = 48 vehicle trips per household per week. The project will add 544,800 vehicle trips per year onto our freeways and local roads.

- DIF and TUMF fees have been lowered. How will all of this additional infrastructure be paid for??? The State and County are broke and have NO additional funds to pay for the needed infrastructure that this project will require to keep LOS levels at acceptable levels. These conditions will only continue to get worse. If you think that commuters will use the train you are sorely mistaken. Only a small minority will jump on the train to Orange County and those going to San Diego County will not use the train.

- The current public policy ideology is that of smart growth and walkable communities and neighborhoods. Certainly a good idea in a city environment, but Nuevo is not a city and very much rural. The train does not stop here!!! The infrastructure for this project is not built yet and is does not appear to be a reality for many years to come. Living, shopping, schools, jobs all in walking distance is a not part of the Southern California vocabulary.

- What we really have is the proposal of the (City of Nuevo) without the infrastructure to adequately address the needs and consequences of future residents. The fact is that the current residents do not want a city in the middle of their rural community. The residents want to remain rural.

- It is a fact that once an urban community (development) is approved and built the surrounding land will be rezoned to urban land uses. This will lead to the already unsuitable impacts of the project to be compounded dramatically.

- Mystic Lake may look like a small puddle of water during drought years, but increases in size dramatically by thousands of acres during wet years. A number of large floods have occurred along the San Jacinto River destroying Bridge Street and inundating the entire area along the northern portion of the proposed project. Will this area that is prone to flooding breach the river banks again and if so will these new homes, apartments and commercial businesses be impacted?

  "The lake is adjacent to the 9,000–acre San Jacinto Wildlife Area,[4] which is owned and managed by the California Department of Fish and Wildlife and open to the public. It features restored wetlands and wildlife habitat. Mystic Lake is a high priority acquisition area for the DFG to add to the Wildlife Area.[5] It is a popular destination for bird-watchers and hunters" (Wikipedia.org)

The project will have severe impacts to the adjacent wildlife preserve and Majestic Lake with hundreds, if not thousands, of residents hiking, biking and throwing their trash in the preserve area. These residents are not educated in the proper procedures of protecting endangered animals and plants. Their animals will surely wander off and cause negative impacts to the existing wildlife.

Lakeview / Nuevo Area Plan

San Jacinto River

The San Jacinto River, like other waterways in Riverside County, is seasonal and is normally dry during the summer months. However, the San Jacinto River is one of the most significant waterways in western

Riverside County. In addition to offering the obvious benefits to drainage, flood control, and water conservation, the San Jacinto River is an important corridor for species migration and habitat preservation.

San Jacinto Wildlife Area

The San Jacinto Wildlife Area is nestled at the base of the Bernasconi Hills in the northwestern portion of the planning area. While the San Jacinto Wildlife Area is comprised of over 5,945 acres of restored natural lands, including wetlands, only a portion of the Wildlife Area is located within the Lakeview/Nuevo planning area. Because of the wetlands within the reserve, a large array of bird species, including birds of prey and waterfowl, migrate to this area every year.

Conclusion

RAMV.org is opposed to The Village of Lakeview project because of the many flaws in the EIR, not being consistent with the current General Plan and Lakeview / Nuevo Area Plan. The enormous consequences of this project have not been vetted properly. This project will not only impact the community of Nuevo, but the entire region. Somehow there is a mindset in the County that massive housing and warehouse projects can be built without any real consequences to the region and people who are living here. The health, safety and welfare of the current residents must be the first priority of Riverside County. The impacts to the wildlife and habitat are also something that must be considered as this project will have severe impacts on the San Jacinto Wildlife Area.

Sincerely,

Debbie Walsh

Debbie Walsh

President, Rural Association of Mead Valley

Chair Tavaglione, Supervisor Ashley, Supervisor Jeffries and Supervisor Perez:

I am a lifelong resident of Moreno Valley (within District 5) and am retired from a 35-year career as a public agency planner and environmental consultant (focused on CEQA compliance). My professional career and experience was substantially based in western Riverside County. My interest in the Villages of Lakeview project arises from my position as a longtime resident, a member of the San Gorgonio Chapter of the Sierra Club, and as a friend of several residents of the established rural community who will be profoundly, adversely affected by this disrespectful and incompatible project.

I have previously submitted both written comments and oral testimony at the September 6, 2017, October 4, 2017, and October 18, 2017 Planning Commission meetings The substantive issues with the project record raised in my comments to date largely remain unaddressed. I have also recently been in communication with Planning, Clerk of the Board and County Counsel staff regarding irregularities in the noticing for today's hearing and availability of the project case file as stated in the public notice.

The extent to which this project conflicts with the existing community and with the County's planning for this area is readily apparent when reviewing aerial photographs, by visiting the project area, by considering the comprehensive guidance within the County General Plan, by acknowledging the overwhelming public opposition, and by considering the numerous significant impacts you are being asked to override. Two key facts provide clear evidence of the incompatible nature of the project:

- First, the Alternatives Summary Table in the EIR (copy attached for your convenience) discloses that under existing conditions 1,276 homes could be established within the project area, in contrast to the 8,725 (or 11,350) that are presented for your consideration. Given the existing land use guidance, no reasonable person who moved to this area to enjoy a rural lifestyle would have ever contemplated that the area would be allowed a 7-fold to 10-fold increase in development intensity.
- Second, the project requires a sewer extension of at least seven miles! It is beyond comprehension that the project proponent and the staff can appear before you with a straight face to characterize such classic leapfrog development as "Smart Growth".

THE CLEAR, RESPONSIBLE ACTION IS TO DENY THE GENERAL PLAN AMENDMENTS, CHANGE OF ZONE, SPECIFIC PLAN, AND DEVELOPMENT AGREEMENT, FOR BOTH THE ORIGINAL PROPOSAL AND ALTERNATIVE 7. You should also refuse to certify the substantially deficient environmental impact report (as evidenced by extensive documentation in the record as part of the Final EIR and as written comments and oral testimony throughout the hearing process).

In consideration of the irregularities with the noticing for today's hearing, the substantial discrepancies in the project record, and the substantial outstanding questions (not limited to those presented below), if you choose not to summarily deny the project, the public hearing must be

continued to allow public consideration and comment once the noticing errors are corrected and the missing information is disclosed.

The following fundamental questions should be answered before you consider any affirmative action on the applications before you. As noted above, the public hearing should be held open until the answers and supporting documentation is made available for public review and comment. Depending upon the nature of the new information, referral back to the Planning Commission may also be required.

1. **What is the fiscal cost/revenue from this project?**

   The County-approved fiscal impact analysis for this project has yet to be released for public review. An inquiry to Planning staff for the guidelines for preparation of fiscal impact reports revealed that the current guidelines were adopted in 1995 - are these guidelines even valid? Supervisor Jeffries has also asked pertinent questions lately regarding the costs and revenues for residential projects. The potential fiscal consequences are a County-wide concern that warrants full consideration and deliberation by each participating Supervisor. Deferral, and essential delegation, of votes to Supervisor Ashley under the highly questionable Home Rule principle is simply inappropriate.

2. **Why has the public benefit related to Ramona Expressway/Mid-County parkway been scaled back?**

   Appendix B of the EIR includes the documentation of the 2006 authorization to proceed with the General Plan Amendment. The minutes for the 2006 authorization demonstrate a significant discrepancy between the circumstances under which the amendment was previously authorized and the circumstances under which it is now proposed to be approved. The discrepancy relates to the improvement of Ramona Expressway/Mid-County Parkway, which at the time the 2006 authorization to proceed with the General Plan amendment was granted, Mr. Lewis committed to not only dedicating all of the right-of-way, but also constructing the improvements, including the bridge over the San Jacinto River (EIR Appendix B, Hearing Transcript, page 14, lines 11 through 25 and page 22, line 9 through 20). The current "deal" which only requires the right-of-way dedication (with impact fee credits) represents a substantial diminishment of the previously promised public benefit.

3. **What are the comparative environmental impacts and fiscal considerations of a project consistent with the established community lifestyle and land use pattern?**

   The attached alternatives summary reveals that 6,500 dwelling units is the smallest increased development intensity considered in the EIR alternatives analysis. This is still about five times the currently allowed intensity of development. Based upon the statistics in the alternatives

table, it appears that the project site could accommodate about 3,400 dwellings on minimum half-acre lots that would be compatible with the existing community. The need for this information extends beyond the CEQA requirement for consideration of alternatives and is necessary to recognize and substantively address the overwhelming public opposition to this project.

4. **Do the project benefits justify the destruction of an established rural community?**

The majority of the purported "benefits" in the Development Agreement are required because of the proposed higher density development or as mitigation pursuant to the EIR. Please note:

- The touted 5-acre per person enhanced park acreage has only been met as a result of last-minute creative accounting that has thrown trails into the parks acreage (Ordinance 460 does not appear to support this approach and the information presented to the Planning Commission indicated that a shortfall of approximately 50 acres would be met off-site within 2 miles of the project).
- The community already has access to meeting spaces.
- The development agreement fee may sound like a substantial contribution; however, the percentage that is dedicated to the local community represents only $700 to $1,000 per existing household (based on 4,133 existing households in 2010 as reported in the Housing Element). This meager sum could easily be consumed well before the project is even completed as a result of increased Code Enforcement activity resulting from the inherently incompatible lifestyles of the new residents and the established rural community and dairies.
- It is recognized that the project commits to provision of 872 homes affordable to lower income categories. However, the County has recently rezoned nearby lands outside the specific plan area, near Ramona Expressway to accommodate over 4,000 affordable units.
- This leaves an enhanced library as the only true community benefit being offered. It is not unreasonable to assume that the more than 1,000 community residents who have expressed opposition to this project would gladly accept their current library (and already planned enhancements) to preserve their existing community ambiance and lifestyle.

5. **What is the point of the Specific Plan?**

Section 3.5 of the Development Agreement tosses the Specific Plan aside by allowing the developer and County staff to amend the development plan through administrative processes that require no public notice as long as the cap of 8,725 residential units is not exceeded.

Notwithstanding this "flexibility", the specific plan as presented for your consideration is unclear (i.e, not so specific) and is internally inconsistent. The attached land use impacts exhibit identifies a few examples of this uncertainty and inconsistency at the project interface with the established rural community.

6. **Does this project conflict with the General Plan?**

A key component of the General Plan is the Certainty System, which is intended to ensure a high level of confidence in the plan and to enable people to have reasonable expectations regarding how the plan might affect them. No reasonable person would expect that plan flexibility might allow 8,725 to 11,350 homes where the plan currently calls for less than 1,300 homes.

At least seven of the key components of the General Plan Vision Statement provide direction that emphasizes protection of the existing rural nature of this area, including the Population Growth Vision, Our Communities and Their Neighborhoods, Healthy Communities, Conservation and Open Space Resource System, Agricultural Lands, Plan Integration, and Intergovernmental Coordination. The Rural Development Principles component of the General Planning Principles recognize the relevance of strong resident/property owner preference to protect the rural lifestyle and the intent that intrusion of contrasting uses in rural communities should be small-scale.

The project conditions of approval and mitigation measures require widening from 2 to 4 lanes of specified segments of Lakeview Avenue, Nuevo Road and Hansen Avenue outside the specific plan boundaries, when each is currently designated as a 2-lane collector. The Circulation Element Amendments must include redesignation of these road segments to a four-lane facility, with corresponding amendments to the Lakeview/Nuevo Area Plan.

7. **How will the Ethanac Expressway affect the already questionable assumptions that significant traffic and noise impacts through the rural community are temporary (until Mid-County parkway is built)?**

The County has recently initiated the planning process for the Ethanac Expressway, which corresponds to the western extension of Mid-County Parkway between I-215 and I-15. Residents from the Lakeview/Nuevo area, including future residents of the Villages of Lakeview, are likely to continue to use of surface streets (including Lakeview Avenue, Hansen Avenue and Nuevo Road to Menifee Road) rather than I-215 to access the future Ethanac Expressway , particularly since there are no plans to address the already congested conditions on I-215. Is the assumed shift of project traffic to Mid-County Parkway, and the resulting assumed reduction of related traffic and noise impacts upon the existing rural community, valid for the long-term?

8. Why is there no updated Joint Project Review to document Western Riverside Multiple Species Habitat Conservation Plan conformity for Alternative 7?

The Joint Project Review documentation disclosed to the public as part of the project record dates to 2008. The MSHCP Permittee Implementation Manual (available at http://www.wrc-rca.org/archivecdn/Implementation_Manual/Permittee_Implementation_Manual_Aug_2007.pdf) provides clear guidance regarding the requirement for a new Joint Project Review when a project is modified. The semantics of calling the 8,725 unit proposal an alternative, rather than a revised project, does not preclude the need to comply with this guidance (manual excerpt attached).

9. Why wasn't the project referred to the Nuview/Romoland Municipal Advisory Council?

One of the primary responsibilities of the Municipal Advisory Councils (MAC) is to advise the Board of Supervisors on planning matters within their area. Following the question arising in meetings with Supervisors Perez and Jeffries, community members researched recent agendas for the local MAC and find no evidence of an agendized presentation and consideration of the project. Considering the apparent regularity of planning project reviews by other MACs, this oversight is shocking and warrants correction before the Board takes action.

10. How did a member of the Riverside County Planning Department staff end up at an informational meeting residents scheduled with Eastern Municipal Water District?

Whether this was initiated by EMWD or the County, the attendance of County Planning staff at the November 8, 2017 meeting was inappropriate, particularly given there was no advance notice to the residents who had arranged the meeting. Such insertion of County staff into the public's business could be viewed as intimidation and does not reflect well on the County.

Attachments:

Page 6, EIR Alternatives Summary (Table 7-A)
Page 7, Land Use Impacts Exhibit
Page 8, MSHCP Implementation Manual

Table 7-A, Alternatives Summary

		[illegible]																
Proposed Project	Dwelling Units or Sq. Feet	0	0	0	1,880	12,520	4,880 2,310	760 2,420	3000					500,000 sq-ft*	0		11,350	
	Acres	0	0	0	222.0	246.490	426.309	40.180	220.80	154	1580	1,000.996	5 Community Garden	* included in Mixed Use Res.	0	1467	1,280 1,300	2,700
Alternative 1 – No Project / No Development	Dwelling Units or Sq. Feet	0	0	0	0	0	0	0	0	0	0	0	10	0	0	NA	10	
	Acres	398	0	0	0	0	0	0	0	130	0	286	1850	0	0	3	798	2,780
Alternative 2 – No Project/ Existing Land Use Designations and Entitlements	Dwelling Units or Sq. Feet	44	438	734	0	0	0	0	0	0	0	0	32.78 DU	32,785 sq-ft	154,838 sq-ft	NA	1,278.4	
	Acres	798	438	302	0	0	0	0	0	130	**	286	320.780	5	0	NA	1357	2,789
Alternative 3 – No Development North of Ramona Expressway	Dwelling Units or Sq. Feet	0	0	0	0	2520	3320	2420	3000					300,000 sq-ft*	0		11,200	
	Acres	0	0	0	0	415.46	780.24	1120	220.300	154	70.63	972.94	308.27	* included in Mixed Use Res.	0	140.8	1130	2,780
Alternative 4 – Reduced Density Alternative	Dwelling Units or Sq. Feet	37	0	0	5440	0	0	0	0								5,467	
	Acres	584	0	0	1885	0	0	0	0	154	**	286	0	0	0	0	2820	2,785
Alternative 5 – Light Industrial/Reduced Density	Dwelling Units or Sq. Feet	0	0	0	596	940	1200	2470	1366					200,000 sq-ft*	3 million Sq.ft		6,500	
	Acres	0	0	0	340	186	153	298	130	154	60	998	234	* included in Mixed Use Res.	192	130	1,989	2,786
Alternative 6 – Low Carbon	Dwelling Units or Sq. Feet	0	0	0	1,880	12,520	4,880 2,310	760 2,420	3000					500,000 sq-ft*	0		13,380	
	Acres	0	0	0	222.0	246.490	426.373	40.180	220.90	154	156.0	1,000.996	5 Community Garden	* Included in Mixed Use Res.	0	146.7	1,280 1,300	2,786
Alternative 7 – Revised Specific Plan/Reduced Density	Dwelling Units or Sq. Feet	0	0	0	980	1,540	3,750	0	2,775								8,725	
	Acres				340	214	385	0	280	130	110.80	1,000.53	145	1,300,000 sq-ft	0	188		2,889

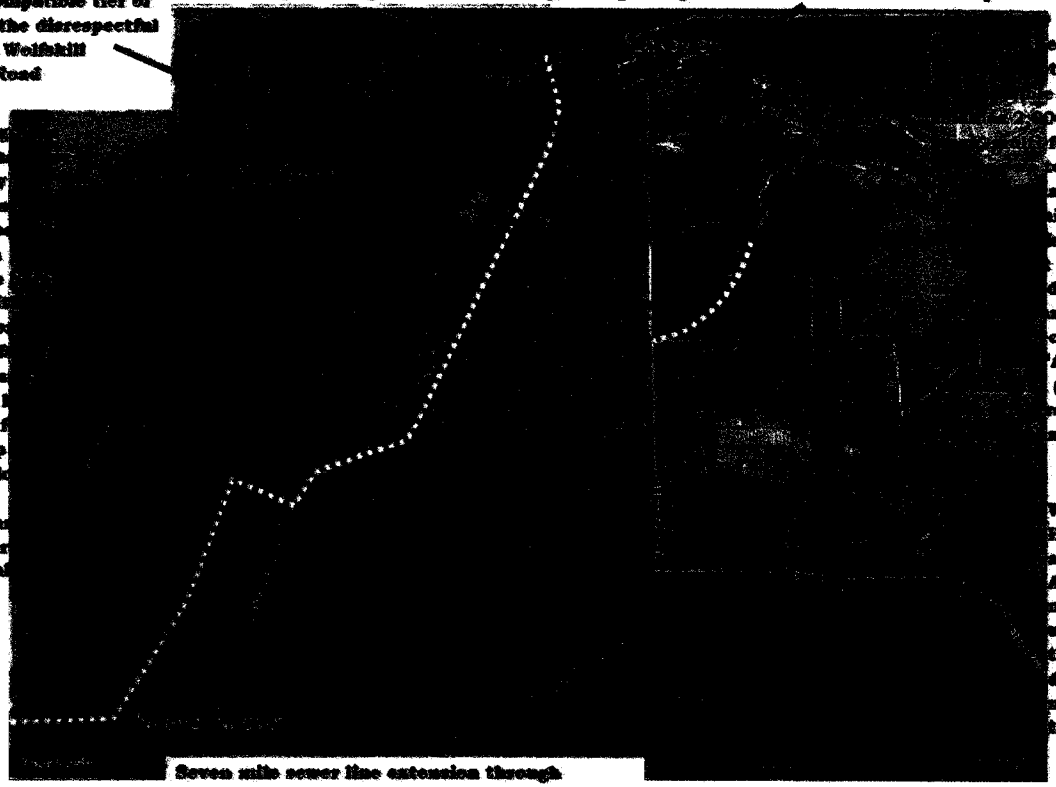
Note: Alternative 1 Rural & Rural Mountainous Residential is vacant land.
** Assumes parks are included within Residential Land Uses.

During the applicant's rebuttal at the October 4, 2017 Planning Commission hearing, John Snell proclaimed "we don't feel that the project will affect the rural nature of the existing community".
The Board's decision must be based upon the facts in the project record.
This exhibit illustrates Alternative 7's adverse effects on the established rural community, based on the provisions of the proposed specific plan and the required sewer extension

The rural interface along Orange Street, Lakeview Avenue East, Palm Avenue, Date Street and Fern Street is unclear (Garden Village Planning Areas 2, 4 and 16). Zoning for these planning areas allow 98% to 100% lot coverage and three story buildings to 55 feet in height. Required perimeter block walls are incompatible with the rural setting.

Buffer policies under the Lakeview Nuevo Design Guidelines call for completion of a compatible tier of lots at street interfaces, rather than the disrespectful community interface proposed along Wolfskill Avenue, Hansen Avenue, and Poppy Road

Residents in the vicinity of Planning 26 (Foothill Village) have no idea wh eventually be built and changes may accomplished through an administra process with no public notice. Sche may revert to adjacent specific plan residential densities (there are none or may be swapped with any area wi specific plan area). The proposed zo for this planning area allows single-f homes, multiple-family homes and n residential uses. Homes may be on l small as 35-feet wide, 2,000 square f area, covering 75% of the lot and up feet in height. Multiple family develo may have up to 18 units in a single building. The mass and scale of plan development and required perimeter walls are incompatible with the rural setting



Seven mile sewer line extension through existing and planned rural area. Thousands of acres will be under pressure to intensify use

eighborhood of one-acre ts is surrounded by e development with lots as 00 square feet and three- family development e 98% lot coverage age, Planning Areas 5, 6 ll with connections from rom within the new completely encircles the d. Planned perimeter re incompatible with rural cific Plan text and zoning Areas 6 and 7 are (plan says all detached oning allows attached nd non-residential uses)

Wolfskill Avenue east of Hansen Avenue is realigned as Town Center Boulevard. Access to the rural neighborhood currently using Wolfskill will be through the new development, or along a more circuitous route using the existing rural roads

MSHCP permits, the MSHCP, and the IA are properly adhered to by all Permittees, projects within criteria cells (general area where MSHCP Reserve is to be assembled), shall be reviewed by the RCA (acting as an oversight authority) through the JPR process.

The JPR process is illustrated in Flow Chart 3-1.

JPR PROCESS NOTES/CLARIFICATIONS

JPR Application Materials. A complete JPR package includes the following materials:

- Complete RCA JPR application form (see Appendix C for RCA JPR Application Forms).
- Project description.
- Complete list of APNs.
- Project site plan (including a clear delineation of areas intended for development and conservation, as applicable). A project site plan can include a plot plan or a tentative tract map if the map *clearly* delineates where development and conservation (for purposes of MSHCP Reserve) will be located.
- All biological resource technical reports, studies, or notes that assisted the Permittee with preparing the MSHCP Findings of Consistency/Inconsistency (note that because the RCA does not visit a project site, clear documentation of all biological resources, including maps and associated written analysis of conclusion, is imperative).
- Permittee's MSHCP Consistency/Inconsistency Findings.

Without the above items, the RCA does not have sufficient information to review the project. If insufficient information is submitted by the Permittee, the project will be placed "on hold", as outlined in Flow Chart 3-1, Step A, until sufficient information is submitted to the RCA.

Determination of Biologically Equivalent or Superior Preservation (DBESP) Review Timeframe. If a project requires a DBESP, the DBESP must be submitted with the JPR application materials for the RCA's review. Although the MSHCP states that the Wildlife Agencies have up to 60 days to review the DBESP, the RCA will complete review of the DBESP within the 14-day JPR review period as outlined in Flow Chart 3-1.

NOTE

See Section 4.5 of this Manual for further discussion of DBESPs

Project Modifications Post-JPR Finalization. If a project is revised and the revision would have an impact on the conservation assumed in the JPR, the RCA must re-review the project and modify the JPR. For filing and administrative purposes, a new JPR number will be issued to the revised project. The RCA Reviewer will inform the RCA GIS Analyst that the new JPR number supersedes the old JPR in terms of development/conservation land. The RCA Reviewer will indicate that a prior JPR was completed on the project in the JPR log. When projects are revised, the most recent JPR number will always supersede previous JPR numbers in the RCA's database systems. A revised project would receive the same 14-day JPR review period as previously afforded. The process outlined in Flow Chart 3-1 will be followed for revised projects.

Support

KATIE KEYES
27825 MENIFEE ROAD
ROMOLAND, CA 92585

November 3, 2017

Riverside County Supervisors, Marion Ashley, John Tavaglione, Kevin Jefferies, Chuck Washington, V Manuel Perez

Riverside County Administrative Building

4080 Lemon Street

Riverside, CA 92501

Re: Villages of Lakeview

As President of the Perris Valley Historical Museum I would like to inform you of some of the history of this valley known as Lakeview/Nuevo. Frank E. Brown and L.P. Hansen were early developers that had high hopes for the Nuevo Lakeview area in the late 1890's. Mr. Hansen built the three story Hansen Hotel on the s/w corner of Hansen Avenue and now the Ramona Expressway. It is still standing today but has been remodeled several times over the years. A railroad line was built to this area from Perris and in 1905 a railroad car full of people were brought to Lakeview with great fanfare to promote the valley. The rail line was used thru the 1930's for bringing supplies to build the MWD San Jacinto tunnel and to pick up agricultural produce from the farmers.

The area was known mostly for its agriculture and in the 1920's another group of developers created Nuevo Gardens. Many of the early pioneers of that day moved to the area to farm. For more than 80 years several farmers tilled the soil and farmed the fertile land. The land was passed to the younger generations who continued to farm. When water became expensive and they no longer could farm profitably their only recourse to make a living was to sell their land.

Nuevo basically stayed rural because of the water situation and no sewer service. The area was only able to handle a limited amount of people.

The farmers that still had land but were unable to farm any more wanted to sell their land that they had been paying property taxes on for decades in order to have money to be able to retire and enjoy their life.

The Lewis Investment Corporation a highly rated developer approached these former farming families with a plan to create a beautiful well planned development. They have gone over and above making sure this plan will work well for this valley and protect the surrounding environment. It will bring sorely needed housing and much needed retail.

Very truly yours,

Katie Keyes

Brian Carricaburu
2787 Rumsey Drive
Riverside, CA 92506

November 9th, 2017

County of Riverside Board of Supervisors
4080 Lemon Street, 5th Floor
Riverside, CA 92501

RE: Letter of Support for Proposed "Villages of Lakeview" Master Planned Community Located in the Unincorporated Area of Lakeview-Nuevo.

Dear County of Riverside Supervisors,

This letter is written in support of the proposed "Villages of Lakeview" Master Planned Community located in the Unincorporated Area of Lakeview-Nuevo.

As a lifelong resident of Riverside County like my Father and Grandfather before me, I have seen many changes take place in Inland Southern California. As my father experienced the transition from dirt roads and orange groves into the 91 freeway I have seen the I-15 go from dairy lands and open space to an expansive and now bustling freeway connecting the Inland Empire to San Diego and beyond. Moreover it's with mixed emotions I have seen non profitable orange groves and dairy farms converted into well planned residential communities reaping farmers, business owners and landowner's large profits while creating thriving family oriented communities that have stood the test of time.

Before me and my Dad, my Grandfather farmed green beans among other crops on his property along Indiana Avenue in the City of Riverside, which is now adjacent to the 91 freeway, an expansive residential area, industrial and office buildings, a Home Depot and the Riverside Auto Mall. While I have to assume the condition of his farm today must have been unthinkable at the time, it is equally difficult for me to envision his green bean farm at that location today. In retrospect Southern California's growth has been consistent as most areas closer to the coast were rural farmlands at onetime but the demand for quality housing near well-paying jobs has continued to push east toward the Inland Empire..

Maybe more importantly, I am sure you are aware that a full-fledged housing crisis has gripped California, marked by a severe lack of affordable homes and apartments for middle-class families. Per a recent LA Times article, the median cost of a home here is now a staggering $500,000, twice the national cost. Homelessness is surging across the state. I have read that the extreme rise in housing costs has emerged as a threat to the state's future economy and its quality of life. As I

speak with friends (Police, Fireman, Teachers) and potential retirees it seems for many leaving the state is pretty much inevitable.

For California, per that same article, this crisis is at the price of the state's economic boom. Tax revenue is up and unemployment is down. But the churning economy has run up against 30 years of resistance to the kind of development experts say is urgently needed. California has always been a desirable place to live and over the decades has gone through periodic spasms of high housing costs, but officials say the combination of a booming economy and the lack of construction of homes have combined to make this the worst housing crisis here in memory.

The article continues, by saying the debate is forcing California to consider the forces that have long shaped this state. Many people were drawn here by its natural beauty, moderate climate, and the prospect of low-density, open-sky living. They have done what they could to protect that life, however, the state has now run up against a growing generational tide of anger and resentment, from younger people struggling to find an affordable place to live.

The Villages of Nuevo will be a great family oriented community while helping to partially address Southern California's and the Inland Empire's dire need for more housing within reasonable commuting distance to well-paying jobs. In doing so it appears to me the developer has and will make every effort to preserve the character of the surrounding community and while protecting the adjacent Wildlife Preserve. The Community has incorporated a multitude of amenities that I wish my community possessed which would seem to increase everyone's property value in the area while providing funds to improve schools, build parks, soccer and ball fields, and improving critical infrastructure like roads and drainage.

In my opinion this project will encompass all the elements of what a healthy community should look like: walkability, open space, parks, local shopping, quality schools and services.
I know it's difficult to see the tide of growth move further Inland but in California with its favorable climate and abundance of jobs there will be growth and there will be an ongoing need and shortage for housing for the workers and families that call California home.

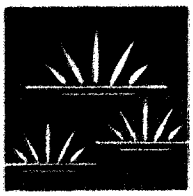
As someone who knows the area well, has visited the San Jacinto Wildlife Area many times, and has previously had family members who have farmed in and around Riverside County and the Lakeview-Nuevo area, I appreciate the planning efforts made to assure that these areas are preserved and respected. I am certain that the Lakeview-Nuevo area will be beneficial to the region as well provide much needed housing to the state's rapidly growing middle class, all while coexisting with the adjacent San Jacinto Wildlife area.

Please consider approving a plan that will bring an overall positive impact to the region.

Respectfully,

MEMORANDUM

GLENN LUKOS ASSOCIATES
Regulatory Services



PROJECT NUMBER: 0244-167-TVOL

TO: John Snell

FROM: David Moskovitz

DATE: November 9, 2017

SUBJECT: Effects of The Villages of Lakeview Specific Plan on Migratory Bird Use Associated with the San Jacinto Wildlife Area, Riverside County.

The purpose of this memorandum is to discuss the general effects of urbanization on migratory bird use, and specifically the potential for The Villages of Lakeview (TVOL) Specific Plan (the "Project") to affect migratory bird use associated with the San Jacinto Wildlife Area (SJWA). TVOL is located within the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP), which through regional conservation planning identifies those areas within Western Riverside County that are important for the conservation of biological resources that are addressed by the MSHCP. Lands not explicitly targeted for conservation are allowed for development provided that individual projects comply with project-specific requirements for certain sensitive species and habitats.

The SJWA is part of lands identified by the MSHCP as Existing Core H, which also includes the Lake Perris State Recreation Area. Existing Core H totals approximately 17,470 acres, providing habitat for numerous sensitive species, including numerous migratory birds, other wildlife, and rare plants. The northern boundary of TVOL abuts Existing Core H at the SJWA, with the majority of TVOL located south of the SJWA, separated by the existing Ramona Expressway. A relatively small portion of TVOL abutting the SJWA is targeted for conservation by the MSHCP. These lands are part of the Proposed Extension of Existing Core 4, which is intended to expand conservation associated with Existing Core H as well as to provide connectivity via the middle reach of the San Jacinto River. TVOL is conserving lands north of Ramona Expressway, adjacent to the SJWA, in compliance with the MSHCP conservation goals. Additional lands immediately adjacent to proposed conservation areas will consist of water quality facilities, and agricultural preserve that will further buffer the SJWA from development, which north of the Ramona Expressway will be limited to two planning areas of commercial uses. The nearest commercial use area will be at least 800 feet from the SJWA. As noted above, nearly all development associated with TVOL will be located south of the Ramona Expressway, away from the SJWA.

In general, direct impacts to migrating birds due to urbanization include the loss of habitat for breeding, foraging, and general stopover use. The majority of habitat impacts associated with

29 Orchard ▪ Lake Forest ▪ California 92630-8300
Telephone: (949) 837-0404 Facsimile: (949) 837-5834

TVOL consists of agricultural lands that provide foraging opportunities for some migrating birds. However, as noted above, these lands are not targeted for conservation by the MSHCP, and therefore by exclusion, the lands have been determined as not critical to the regional conservation planning needs, including migratory birds that utilize the SJWA. The loss of these lands will not adversely affect migratory birds in general, and will not adversely affect the continued use of the SJWA by migratory birds.

Another direct impact to migratory birds associated with urbanization consists of infrastructure, including buildings that may result in fatal bird collisions with the infrastructure. The Migratory Connectivity Project (Smithsonian Migratory Bird Center) notes that collision of birds with buildings (particularly windows) and other structures is a worldwide problem, with migratory songbirds being disproportionately affected. As noted above, TVOL will limit development in proximity to the SJWA to the construction of commercial uses, with the nearest infrastructure at least 800 feet from the SJWA. In addition, the construction of buildings within the commercial use areas will follow guidelines developed by the U.S. Fish and Wildlife Service (USFWS) to reduce bird collisions. The guidelines include the use of window glass designed to reduce collisions, as well as architectural designs that create shadowing and other means to reduce collisions.

In addition to the direct loss of habitat, urbanization adjacent to open space areas, including areas such as the SJWA, have the potential to negatively affect migratory bird use through indirect, edge effects such as pollution, lighting, and noise. The Migratory Connectivity Project notes that many cities around the world have poor infrastructure and few regulations to deal with human and industrial waste, particularly in developing and undeveloped regions. Water pollution, as an example, can damage habitat leading to mortality of birds and other wildlife associated with aquatic habitats. TVOL through its water quality measures will ultimately improve the quality of water entering the SJWA compared with the existing conditions, thereby reducing this potential edge effect from the existing conditions.

Improper lighting adjacent to open space, including unshielded light sources and high-intensity lamps, has the potential to attract migratory birds away from open space areas potentially resulting in fatalities from a number of sources. The type of lighting and general usage of lighting is limited for TVOL through multiple means. Section 4.1.4 of the MSHCP EIR/EIS states that "edge effects could occur to species and habitats within the MSHCP Conservation Area if proposed land uses and activities in take authorized areas occur in proximity to the MSHCP Conservation Area", and further assumed edge effects from "unshielded night-lighting directed within the MSHCP Conservation Area". The EIR/EIS further stated that a variety of features are incorporated into the MSHCP to ensure that development edge effects associated with the MSHCP are less than significant, including the Urban/Wildland Interface Guidelines identified in Volume I, Section 6.1.4 of the MSHCP. For the lighting, the Urban/Wildland Interface Guidelines state that "night lighting shall be directed away from the MSHCP

within the project footprint, and the lands to be developed are not needed to support the regional conservation planning developed by the MSHCP.

p:0244-167b.migratory bird use.docx

OPPOSITION LETTER TO THE RIVERSIDE COUNTY BOARD OF SUPERVISORS

Dated: November 13, 2017

Supervisors Ashley, Tavaglione, Perez, Jeffries, and Washington :

This is a letter expressing my CONTINUED **OPPOSITION** to the **"SPECIFIC PLAN 342, GENERAL PLAN AMENDMENT 720, GENERAL PLAN AMENDMENT 721, CHANGE OF ZONE 7055, DEVELOPMENT AGREEMENT 73"** that is up for approval by the Board of Supervisors. I request that this letter become part of the public and administrative record.

I have lived in this community since 1989 and raised a family here. I graduated from Perris High School. My husband was born and raised in this valley. Most of his family still resides in this valley. We chose to live here because it wasn't the city. Just because we prefer to live in a rural area does not mean we are STUPID or that we are HICKS (an opinion held by at least one Lewis employee). We wish to stay rural, but we are not anti-growth. We also understand the need for increased tax base to make improvements in our area. We don't want unchecked and unfettered growth, such as what happened with Eastvale, Moreno Valley, Menifee, Murrieta, etc. People who want to live in cities or modern urban areas have many options to do so. Those seeking rural areas are finding those areas increasingly few and far between. There is NO pressing need for this development.

Nuevo is a rural community. Most of us moved here because it is rural and wanted property for horses and other livestock and/or to live away from the "city". That is exactly what The Villages of Lakeview is - irresponsible and unfettered growth on an area that can't support it. I detest the crowds and traffic of Temecula, Murrieta, Menifee, and Hemet. I don't mind driving 20-30 minutes to go to a shopping center or mall because I don't have to live there. We do not NEED 45+' tall buildings and apartments. In fact, they don't belong in a rural setting. We do not need, nor can we support, the increased traffic that this project will bring. We demand a more measured approach to growth so as to be able to understand the impact on the existing, surrounding area. We demand that our current infrastructure needs be met BEFORE this project even starts.

I have been involved with this since we first became aware of it being snuck past the existing community. While a few supporters have mentioned support, they certainly haven't bothered to voice their support in person. The opposition has been overwhelmingly present and vocal at the hearings. Even on social media forums, the developer continually knocks down and deletes ANY AND ALL comments asking for clarification or disputing their "facts". The developer has been less than honest in their communication with the community and is telling half-truths and holding out "carrots" to those who don't bother to educate themselves and take the developer at face value. They are being promised new schools and increased law enforcement and shiny "new" facilities like parks (they probably won't even be allowed to use). Schools **MAY** be built, but there is no guarantee. Per Lewis' own information, the district has two years from date of plan approval to commit to buying the designated land from Lewis. Supporters are being led to believe that Lewis is giving the land to the district and building the schools. That IS SIMPLY NOT TRUE. If the district doesn't commit to buy the land, the land will be used for... wait for it.... MORE homes.

Increased law enforcement is another commonly cited "benefit" by supporters, but is not guaranteed. Sure, the money will be paid in by Lewis and even generated by the increased tax base, but we have NO guarantee from the county that the money will be used for that. Unincorporated areas are lowest on the totem pole of county money. We'll never see the 28 officers being promised.

This development reeks of greed, and the speed at which it is being passed through shows that the county (or at least certain board members) is trying to get it passed before two of the supervisors are out of office (and not seeking re-election). That is unacceptable. What promises have they made to the developer? What financial benefit will they reap when they are out of office? It is blatantly obvious by my attendance at the planning commission hearings that the commissioners have not bothered to read the FEIR nor have they even bothered to verify any of the information given by the developer. They've never even been out here. The commissioners wanted this out of their hair as quickly as possible. The Board of Supervisors (and commissioners) have an obligation to act on behalf of their constituents, not the greedy developers. It is **YOUR** job to hold the developer accountable and to make sure that the existing community's needs are adequately addressed.

On a side note, I find it absolutely APPALLING that Lakeview/Nuevo's own supervisor, Marion Ashely, has refused to meet with our KeepNuevoRural group, but he has admitted to meeting with Lewis Homes at least once since the last planning commission hearing (where they voted to recommend approval to the supervisors). Other supervisors have met with the group, but not the man elected by the residents.

In addition to the proposed rezoning and general plan amendments and my concerns mentioned above, here are my other concerns:

1. **Infrastructure** - Our existing road infrastructure cannot handle the added traffic resulting from this development. Levels of service, per the traffic study, will drop.
2. **Urban-Density Housing** - The Villages plans to add 8,725 dwellings (supposedly), most of those will have lot sizes of 3,100 square feet, but that could go as low as 2,800 square feet.
3. **Sewer** - Existing properties in the immediate area of The Villages will be forced to pay for sewer hookup even if they do NOT hookup.
4. **Water Supply** - California has been in a drought for several years and water supply is always an issue. Many local wells have gone dry. Increase in number of homes will mean an increase in our water usage.
5. **Lack of Bilingual Notices** - Nuevo has a very large Spanish-speaking population. None of the signage or hearing notices are in Spanish. Most of those residents are unaware of this project. The developer has grossly exploited this fact.

I implore the Board of Supervisors to vote NO on The Villages of Lakeview project.

Thank you, Christina Heldoorn

Maxwell, Sue

From: Maxwell, Sue
Sent: Friday, November 17, 2017 10:13 AM
To: 'Christina Heldoorn'
Subject: OPPOSITION LETTER RE: The Villages of Lakeview. Add to public/administrative record (Received)

Good morning Christina,

Please be assured that when you sent your email to all the Supervisory Board and Russell Brady, they received it...and perhaps duplicates.

For future reference, please send your Public Comments related to any Board of Supervisors' Meeting Agenda Item only to COB@rivco.org to ensure all Board members, project planners and the Clerk of the Board of Supervisors receive it and file it appropriately.

When sending Public Comments to various locations, it gets confusing due to the number of duplicates received. Our system of the Clerk of the Board of Supervisors coordinating the emailed or mailed correspondence works best to ensure that everyone who needs to review the material gets it (and not duplicates). ☺

Due to the high volume of correspondence (and duplicates) received related to the Villages of Lakeview Project, I'm still sorting through, organizing, and filing material.

As always, we're happy to provide assistance, so please feel free to contact us.

Wishing you a nice day, weekend, and upcoming holiday.

With thanks and warm regards,

Sue Maxwell

Board Assistant
Clerk of the Board of Supervisors
4080 Lemon Street, 1st Floor, Room 127
Riverside, CA 92501
(951) 955-1069 Fax (951) 955-1071
Mail Stop #1010
smaxwell@rivco.org
http://rivcocob.org/

From: Christina Heldoorn [mailto:cmheld1911@gmail.com]
Sent: Wednesday, November 15, 2017 10:24 AM
To: Maxwell, Sue <smaxwell@RIVCO.ORG>
Subject: Fwd: OPPOSITION LETTER RE: The Villages of Lakeview. Add to public/administrative record

Good morning Sue,

I sent this email to ALL the supervisors as well as Russell Brady on Monday, Nov. 13, 2017 with the request to add to the record. I have not received a response from any of them, especially Russell, to acknowledge receipt of my opposition letter. I guess I should have cc'd you on the email as well. Would you please make sure that my letter gets added to the record?

Thank you,
Christina Heldoorn
cmheld1911@gmail.com

Begin forwarded message:

From: Christina Heldoorn <cmheld1911@gmail.com>
Subject: OPPOSITION LETTER RE: The Villages of Lakeview. Add to public/administrative record
Date: November 13, 2017 at 1:26:50 PM PST
To: district5@rcbos.org
Cc: district1@rcbos.org, district2@rcbos.org, district3@rcbos.org, district4@rcbos.org, Russell Brady <RBrady@rivco.org>

****PDF of the letter is attached as well. I request that this be added to the record****

OPPOSITION LETTER TO THE RIVERSIDE COUNTY BOARD OF SUPERVISORS
Dated: November 13, 2017

Supervisors Ashley, Tavaglione, Perez, Jeffries, and Washington :

This is a letter expressing my CONTINUED **OPPOSITION** to the **"SPECIFIC PLAN 342, GENERAL PLAN AMENDMENT 720, GENERAL PLAN AMENDMENT 721, CHANGE OF ZONE 7055, DEVELOPMENT AGREEMENT 73"** that is up for approval by the Board of Supervisors. I request that this letter become part of the public and administrative record.

I have lived in this community since 1989 and raised a family here. I graduated from Perris High School. My husband was born and raised in this valley. Most of his family still resides in this valley. We chose to live here because it wasn't the city. Just because we prefer to live in a rural area does not mean we are STUPID or that we are HICKS (an opinion held by at least one Lewis employee). We wish to stay rural, but we are not anti-growth. We also understand the need for increased tax base to make improvements in our area. We don't want unchecked and unfettered growth, such as what happened with Eastvale, Moreno Valley, Menifee, Murrieta, etc. People who want to live in cities or modern urban areas have many options to do so. Those seeking rural areas are finding those areas increasingly few and far between. There is NO pressing need for this development.

Nuevo is a rural community. Most of us moved here because it is rural and wanted property for horses and other livestock and/or to live away from the "city". That is exactly what The Villages of Lakeview is - irresponsible and unfettered growth on an area that can't support it. I detest the crowds and traffic of Temecula, Murrieta, Menifee, and Hemet. I don't mind driving 20-30 minutes to go to a shopping center or mall because I don't have to live there. We do not NEED 45+' tall buildings and apartments. In fact, they don't belong in a rural setting. We do not need, nor can we support, the increased traffic that this project will bring. We demand a more measured approach to growth so as to be able to understand the

November 14, 2017

Honorable Marion Ashley
Riverside County Board of Supervisors
4080 Lemon Street, 5th floor
Riverside, CA 92501

Dear Supervisor Ashley,

On September 19th, 2017, the San Jacinto City Council voted unanimously to officially support The Villages of Lakeview project.

The Villages of Lakeview will provide positive economic benefits for the entire San Jacinto valley, including surrounding cities and the City of San Jacinto. The community will provide thousands of jobs, during the course of construction and permanently, as well as development fees for needed public transportation improvements and public safety.

The Lewis Group of Companies is highly respected as a developer of quality new home communities and we look forward to development of the Villages of Lakeview.

Sincerely,

Scott Miller, Mayor
City of San Jacinto

Cc: Robert A. Johnson, City Manager
City Council of San Jacinto

595 S. San Jacinto Ave. | San Jacinto, CA 92583 | Ph (951) 654-7337 | Fax (951) 654-3728 | www.ci.san-jacinto.ca.us

11/14/17 19.1

From: Maxwell, Sue
Sent: Wednesday, November 15, 2017 3:57 PM
To: 'Walton, Angela' <AWalton@sanjacintoca.us>
Cc: 'thevillagesoflakeview@gmail.com' <thevillagesoflakeview@gmail.com>
Subject: RE: Support Letter - Villages of Lakeview December 5, 2017

Ms. Walton,

The Clerk of the Board is in receipt of your letter sent via email supporting the Villages of Lakeview project and has included it in the record for December 5, 2017.

Sincerely,

Sue Maxwell

Board Assistant
Clerk of the Board of Supervisors
4080 Lemon Street, 1st Floor, Room 127
Riverside, CA 92501
(951) 955-1069 Fax (951) 955-1071
Mail Stop #1010
smaxwell@rivco.org
http://rivcocob.org/

From: Walton, Angela [mailto:AWalton@sanjacintoca.us]
Sent: Tuesday, November 14, 2017 2:03 PM
To: COB <COB@RIVCO.ORG>
Cc: 'thevillagesoflakeview@gmail.com' <thevillagesoflakeview@gmail.com>
Subject: Support Letters

Good afternoon,

As requested. Please let us know if you need anything more.

ANGELA WALTON, MBA
CITY CLERK
CITY OF SAN JACINTO
595 S. SAN JACINTO AVENUE
SAN JACINTO, CA 92583
951-487-7339

#GoSanJacinto

Maxwell, Sue

From: Maxwell, Sue
Sent: Thursday, November 16, 2017 10:34 AM
To: Brady, Russell; COB-Agenda (COB-Agenda@rivco.org); George Johnson (GAJohnson@RIVCO.ORG); Leach, Charissa (cleach@RIVCO.ORG); Perez, Juan (JCPEREZ@RIVCO.ORG); Young, Alisa; District 4 Supervisor V. Manuel Perez (District4@RIVCO.ORG); District2; District3; District5; Supervisor Jeffries - 1st District (district1@rivco.org)
Subject: November 14, 2017 Item 19.1 - Public Comment Supporting Villages of Lakeview (Mayor Scott Miller)
Attachments: Villages of Lakeview.pdf

Tracking:

Recipient	Read
Brady, Russell	Read: 11/16/2017 10:49 AM
COB-Agenda (COB-Agenda@rivco.org)	
George Johnson (GAJohnson@RIVCO.ORG)	
Leach, Charissa (cleach@RIVCO.ORG)	
Perez, Juan (JCPEREZ@RIVCO.ORG)	
Young, Alisa	
District 4 Supervisor V. Manuel Perez (District4@RIVCO.ORG)	Read: 11/16/2017 10:38 AM
District2	
District3	
District5	
Supervisor Jeffries - 1st District (district1@rivco.org)	
Supervisor Jeffries - 1st District	Read: 11/16/2017 10:51 AM

Good morning,

Attached is a Public Comment letter of support for the Villages of Lakeview, received via email from San Jacinto Mayor, Scott Miller.

This document is included with Back-Up for Item 19.1 of the November 14, 2017 Board Meeting.

With thanks and warm regards,

Sue Maxwell

Board Assistant
Clerk of the Board of Supervisors
4080 Lemon Street, 1st Floor, Room 127
Riverside, CA 92501
(951) 955-1069 Fax (951) 955-1071
Mail Stop #1010
smaxwell@rivco.org
http://rivcocob.org/