

SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM: 3.26  
(ID # 26782)

**MEETING DATE:**  
Tuesday, January 28, 2025

**FROM :** TLMA-PLANNING

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/PLANNING: Specific Plan No. 342 and EIR No. 471 Settlement Agreement EIR Mitigation Measure BIO-11 Modification - Villages of Lakeview (Nuevo Development Company, LLC). District 5. No New Environmental Documentation Required under CEQA. [Applicant Fees 100%]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. FIND that NO NEW ENVIRONMENTAL DOCUMENTATION IS REQUIRED because all potentially significant effects on the environment have been adequately analyzed in the certified ENVIRONMENTAL IMPACT REPORT NO. 471, pursuant to applicable legal standards, and have been avoided or mitigated, pursuant to that earlier EIR, and none of the conditions described in the State CEQA Guidelines Section 15162 exists;
2. Incorporate the modifications to EIR No. 471 Mitigation Measure BIO-11 pursuant to the approved settlement agreement, including to the Mitigation Monitoring and Reporting Program; and
3. Direct staff to implement the edits to EIR No. 471 Mitigation Measure BIO-11 on approved Specific Plan No. 342 and implementing projects under Specific Plan No. 342.

**ACTION:**Policy


  
John Hildebrand, Planning Director 1/17/2025

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Spiegel, seconded by Supervisor Gutierrez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Medina, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: January 28, 2025  
xc: Planning

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

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<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ N/A	\$ N/A	\$ N/A	\$ N/A
<b>COST</b>	\$ N/A	\$ N/A	\$ N/A	\$ N/A
<b>SOURCE OF FUNDS: Applicant Fees 100%</b>			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	N/A

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

Specific Plan No. 342, General Plan Amendment Nos. 720 and 721, Change of Zone No. 7055, and Development Agreement No. 73 were approved, and EIR No. 471 was certified on December 12, 2017, effective January 12, 2018.

After the approvals and certification of the EIR, CEQA lawsuits were filed, including by the Center for Biological Diversity, Sierra Club, and San Bernardino Audubon Society (CBD Petitioners).

On March 23, 2023, the Court of Appeal, State of California, Fourth Appellate District, District Two, issued its opinion in the litigation on the project that the judgment was reversed in part and affirmed in part. The Court agreed with two of the claims raised by the Center for Biological Diversity, Sierra Club, and the San Bernardino Valley Audubon Society that one of the mitigation measures in the EIR was inadequate (MM BIO-11) and that the EIR failed to address the environmental effects of supplying water to the project.

Following this direction from the Court, the County prepared a Notice of Preparation (NOP) for a Recirculated EIR to address the deficiencies identified by the Court. Following the NOP, pursuant a settlement agreement was executed by the County, applicant, and the CBD Petitioners, without admission of any fault or wrongdoing by any party. In this settlement agreement, the parties agreed that, in exchange for dismissal of the case and other provisions, a modification to MM BIO-11 as shown below be taken to the Board for consideration. This item is for such action to be taken by the Board for consideration of a modification to MM BIO-11. While the County agreed under the settlement agreement that staff would bring this measure to the Board of Supervisors for consideration with a recommendation for approval, the Board of Supervisors may approve or disapprove this item, and individual Board members may choose to approve, disapprove, or abstain from voting on this item. To the extent the Board approves modification of MM BIO-11 as recommended, the project's Mitigation Monitoring and Reporting Program (MMRP) will be updated with the same language. At the request of CBD Petitioners, the above-referenced case was dismissed on November 8, 2024.

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The modification to MM BIO-11 is similar to, but provides more specific requirements, including requirements relating to implementation of the Environmental Stewardship Program, than was originally established in MM BIO-11. The modification would not represent any increase or modification to the project that was analyzed in EIR No. 471. None of the conditions described in State CEQA Guidelines section 15162 exist to require further environmental analysis or documentation.

*Current MM BIO-11*

Prior to the approval of any implementing project within the SPECIFIC PLAN (i.e.: tract map, parcel map, use permit, plot plan, etc.), the following condition shall be placed on the implementing project:

In order to increase public awareness and knowledge about local environmental issues and reduce potential significant indirect effects of development near to Conservation Areas, the Master Developer of the proposed project shall provide an Environmental Stewardship Program. The program will include methods of community education to residents and business owners such as interpretive and directional signs, pamphlets and demonstrations. Purchasers of homes and commercial property shall receive an informational packet educating them on the Environmental Stewardship Program, the San Jacinto Wildlife Area, the Lakeview Mountains and the Conservation Areas.

The types of information presented shall include, but not be limited to: lighting, noise, keeping on trails, wildlife, plants, habitats, barriers, domestic animals, toxics such as pesticides, and invasive species, and vector-borne disease prevention. The Environmental Stewardship Program shall include a fund to be administered by the Lakeview Community Services Organization (CSO) and a portion of the fund shall be used for SJWA and Lakeview Mountains management items, including feral animal trapping, removal of trash, invasive species removal and enforcement. The Lakeview CSO's budget directed towards the SJWA and Lakeview Mountains interface issues shall be a priority and the appropriate percentage of the Lakeview CSO's fund directed towards the SJWA and Lakeview Mountains will be developed in consultation with the California Department of Fish and Wildlife SJWA Staff and the RCA.

Prior to issuance of building permit for the 500th residential unit, the developer shall initiate with California Fish & Wildlife staff for them to submit an initial budget of work necessary to offset recognized impacts of the Specific Plan development on the San Jacinto Wildlife Area to the CSO and County of Riverside. Budgets shall continue to be requested by the developer and submitted by California Fish & Wildlife on an annual basis. Quarterly meetings shall be held with the CSO, California Fish & Wildlife, and County staff to review the budget, work needed at the San Jacinto Wildlife Area, and provision of funding by the CSO to California Fish & Wildlife.



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To assist initial funding of the Environmental Stewardship Program, the developer shall provide funding to the program in the amount of \$200 per unit for the first 500 units. Such proof of funding shall be provided prior to building permit issuance for the first 500 units.

*Proposed MM BIO-11 Modification*

Prior to the approval of any implementing project within the TVOL Specific Plan (i.e., tract map, parcel map, use permit, plot plan, etc.) the following condition shall be placed on the implementing project:

In order to increase public awareness and knowledge about local environmental issues and reduce potential significant indirect effects of development near to Conservation Areas, Master Developer of the proposed project shall provide an Environmental Stewardship Program for purchasers of homes and commercial property within the Villages of Lakeview ("TVOL Environmental Stewardship Program") in accordance with A.1. In addition, Master Developer shall provide annual funding to the California Department of Fish and Wildlife ("CDFW") to compensate CDFW for costs related to protection and management of the lands within the San Jacinto Wildlife Area ("SJWA Environmental Stewardship Costs") in accordance with A.2.

**A.1 TVOL Environmental Stewardship Program**

In order to increase public awareness and knowledge about local environmental issues and reduce potential significant indirect effects of development near to Conservation Areas, Master Developer of the proposed project shall provide an Environmental Stewardship Program for purchasers of homes and commercial property within the Villages of Lakeview ("TVOL Environmental Stewardship Program"). In addition, Master Developer shall provide annual funding to CDFW to compensate CDFW for costs related to protection and management of the lands within the San Jacinto Wildlife Area as outlined below ("SJWA Environmental Stewardship Costs").

The TVOL Environmental Stewardship Program will include programs for community education to residents and business owners, for example interpretative and directional signs, pamphlets, demonstrations, environmental and outdoor education, and for programs supporting and implementing native habitat wildlife restoration in and around the project area and San Jacinto Valley. The types of information presented and programs provided shall be focused on, but not be limited to, the following: reducing the impacts from lighting, noise, trespass off trails, domestic animals, toxics such as pesticides, invasive species, and vector-borne diseases; and benefitting native wildlife, native plants, and native habitats, and environmental education.

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The TVOL Environmental Stewardship Program may be established and funded through a Community Services Organization ("CSO") or a Homeowners Association ("HOA") or a combination of both. Prior to issuance of the first certificate of occupancy in the Villages of Lakeview, the County shall verify Master Developer has established the Homeowners Association and Lakeview Community Services Organization and that the organizations individually or in combination with one another, have or will have, upon the issuance of the 1,500th certificate of occupancy, sufficient funds available to dedicate Fifty Thousand Dollars (\$50,000) per year for the annual cost of the TVOL Environmental Stewardship Program. The CSO or HOA have the discretion to use any excess funds in the TVOL Environmental Stewardship Program to benefit the purposes of the SJWA Environmental Stewardship Costs. The TVOL Environmental Stewardship Program is a separate obligation and independent of the SJWA Environmental Stewardship Costs payment of Sixty-Five Thousand Dollars (\$65,000) annual funding described in section A.2.

**A.2 SJWA Environmental Stewardship Costs**

Additionally, Master Developer shall provide annual funding in the amount of Sixty-Five Thousand Dollars (\$65,000) to CDFW, for SJWA Environmental Stewardship Costs, through either a Community Facilities District, a one-time non-wasting endowment or by interim annual developer funding as provided below. SJWA Environmental Stewardship Costs shall mean the cost of protection and management of lands within the SJWA as outlined in the approved Land Management Plan for the San Jacinto Wildlife Area, including but not limited to code enforcement, trash removal, feral animal trapping, invasive species removal and other wildlife management issues agency staff have been tasked with mitigating. One of the following annual funding methods shall be established by Master Developer:

- a. Prior to the issuance of the first building permit within the Project, the County shall verify that Master Developer has established the Environmental Stewardship Community Facilities District ("SJWA Environmental Stewardship CFD") to levy an annual special tax ("SJWA Environmental Stewardship Special Tax") sufficient in amount to fund the SJWA Environmental Stewardship Costs in the amount of Sixty-Five Thousand Dollars (\$65,000) to be paid to CDFW annually upon issuance of the 1,500th residential certificate of occupancy, or
- b. Prior to issuance of the certificate of occupancy of the 1,500th residential unit, the County shall verify that Master Developer has established a one-time, non-wasting endowment in the amount of One Million Six Hundred Twenty-Five Thousand Dollars (\$1,625,000) to fund the annual SJWA Environmental Stewardship Fee that shall pay \$65,000 annually to CDFW, or
- c. Prior to issuance of the certificate of occupancy of the 1,500th residential unit, Master Developer shall enter into an agreement with the County or CDFW to provide interim funding in the amount of \$65,000 to CDFW annually until such time

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as the SJWA Environmental Stewardship CFD or one-time endowment is established.

- d. In the event Master Developer pays for the cost of the one-time non-wasting endowment or provides interim annual funding to CDFW and the Environmental Stewardship Community Facilities District has been formed and funded, then Master Developer shall be eligible for reimbursement of such costs from the SJWA Environmental Stewardship CFD, provided the SJWA Environmental Stewardship CFD has sufficient funding to both reimburse Master Developer and to fund the annual SJWA Environmental Stewardship obligation.

With the Board's action to approve the modification to MM BIO-11, County staff will incorporate and implement this modification into the Specific Plan and subsequent implementing projects within the Specific Plan.

**Impact on Residents and Businesses**

All potential project impacts were analyzed and discussed during the entitlement processing and public hearings in 2017. The change to MM BIO-11 would not result in any greater impacts to what was previously analyzed in the EIR.

**Additional Fiscal Information**

All fees are paid by the applicant; there is no General Fund obligation.

**ATTACHMENTS:**

- A. Settlement Agreement
- B. Mitigation Monitoring and Reporting Program, Revised

  
Aaron Gettis, Chief of Deputy County Counsel 1/6/2025

## **SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release ("Agreement") is entered into this <sup>31<sup>st</sup></sup> day of October 2024 by and between Center for Biological Diversity, Sierra Club, and San Bernardino Valley Audubon Society (collectively, "Petitioners"), Nuevo Development Company, LLC, ("Master Developer") and the County of Riverside ("County"). Petitioners, Master Developer, and the County are referred to herein collectively as "Parties" and individually as "Party".

### **RECITALS**

WHEREAS, on December 12, 2017, the County Board of Supervisors certified the Final Environmental Impact Report ("FEIR") under the California Environmental Quality Act ("CEQA") and approved Alternative 7 to Master Developer's development project ("TVOL Specific Plan"); and

WHEREAS, Petitioners filed an action challenging the County's approval of the TVOL Specific Plan in *Center for Biological Diversity, et al. v. County of Riverside*, County of Riverside Superior Court case RIC1800722 ("Litigation"); and

WHEREAS, the trial court considered the Litigation and on March 12, 2020 ruled in favor of the County of Riverside and the Master Developer on all issues;

WHEREAS, the Petitioners appealed to the Court of Appeal and on March 23, 2023 the Court of Appeal ruled in the Petitioners' favor on two issues: the adequacy of Mitigation Measure Bio-11 and whether the water supplies required to serve the project were adequately explained in the EIR;

WHEREAS, since the Court of Appeal's ruling, the Parties have met and conferred extensively and negotiated language to revise Mitigation Measure Bio-11 to resolve their differences and to address the Court's ruling and Petitioners have agreed to withdraw and waive any and all claims raised in this litigation including those related to water supply or analysis;

WHEREAS, the Petitioners have agreed to withdraw their request that the Court order the County to rescind the certification of the Villages of Lakeview Specific Plan Environmental Impact Report and will expressly state that that Petitioners are withdrawing their request that the Court order the County to rescind the certification of the Villages of Lakeview Specific Plan Environmental Impact Report and not require the County to set aside Project approvals or conduct further CEQA review; and

WHEREAS, the Parties believe it would be in their respective best interests to settle the Litigation on the terms specified in this Agreement. Therefore, the Parties have entered into this Agreement in settlement, fully and forever, of all rights, duties, liabilities, claims, demands, damages, rights of action, and causes of action, whether known or unknown, contingent and otherwise, between said Parties in accordance with the terms of this Agreement.

### **AGREEMENT**

For valuable consideration, including the obligations and terms as set forth below, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**A. San Jacinto Wildlife Area Mitigation Program (MM Bio 11).**

The following changes to MM Bio 11 shall be submitted to the County Board of Supervisors with a recommendation for approval, as follows:

Prior to the approval of any implementing project within the TVOL Specific Plan (i.e., tract map, parcel map, use permit, plot plan, etc.) the following condition shall be placed on the implementing project:

In order to increase public awareness and knowledge about local environmental issues and reduce potential significant indirect effects of development near to Conservation Areas, Master Developer of the proposed project shall provide an Environmental Stewardship Program for purchasers of homes and commercial property within the Villages of Lakeview ("TVOL Environmental Stewardship Program") in accordance with A.1. In addition, Master Developer shall provide annual funding to the California Department of Fish and Wildlife ("CDFW") to compensate CDFW for costs related to protection and management of the lands within the San Jacinto Wildlife Area ("SJWA Environmental Stewardship Costs") in accordance with A.2.

**A.1. TVOL Environmental Stewardship Program.**

In order to increase public awareness and knowledge about local environmental issues and reduce potential significant indirect effects of development near to Conservation Areas, Master Developer of the proposed project shall provide an Environmental Stewardship Program for purchasers of homes and commercial property within the Villages of Lakeview ("TVOL Environmental Stewardship Program"). In addition, Master Developer shall provide annual funding to CDFW to compensate CDFW for costs related to protection and management of the lands within the San Jacinto Wildlife Area as outlined below ("SJWA Environmental Stewardship Costs").

The TVOL Environmental Stewardship Program will include programs for community education to residents and business owners, for example interpretative and directional signs, pamphlets, demonstrations, environmental and outdoor education, and for programs supporting and implementing native habitat wildlife restoration in and around the project area and San Jacinto Valley. The types of information presented and programs provided shall be focused on, but not be limited to, the following: reducing the impacts from lighting, noise, trespass off trails, domestic animals, toxics such as pesticides, invasive species, and vector-borne diseases; and benefitting native wildlife, native plants, and native habitats, and environmental education.

The TVOL Environmental Stewardship Program may be established and funded through a Community Services Organization ("CSO") or a Homeowners Association ("HOA") or a combination of both. Prior to issuance of the first certificate of occupancy in the Villages of Lakeview, the County shall verify Master Developer has established the Homeowners Association and Lakeview Community Services Organization and that the organizations individually or in combination with one another, have or will have, upon the issuance of the 1,500th certificate of occupancy, sufficient funds available to dedicate Fifty Thousand Dollars (\$50,000) per year for the annual cost of the TVOL Environmental Stewardship Program. The CSO or HOA have the discretion to use any excess funds in the TVOL Environmental Stewardship Program to benefit the purposes of the SJWA Environmental Stewardship Costs. The TVOL Environmental Stewardship Program is a separate



obligation and independent of the SJWA Environmental Stewardship Costs payment of Sixty-Five Thousand Dollars (\$65,000) annual funding described in section A.2.

**A.2. SJWA Environmental Stewardship Costs.**

Additionally, Master Developer shall provide annual funding in the amount of Sixty-Five Thousand Dollars (\$65,000) to CDFW, for SJWA Environmental Stewardship Costs, through either a Community Facilities District, a one-time non-wasting endowment or by interim annual developer funding as provided below. SJWA Environmental Stewardship Costs shall mean the cost of protection and management of lands within the SJWA as outlined in the approved Land Management Plan for the San Jacinto Wildlife Area, including but not limited to code enforcement, trash removal, feral animal trapping, invasive species removal and other wildlife management issues agency staff have been tasked with mitigating. One of the following annual funding methods shall be established by Master Developer:

a. Prior to the issuance of the first building permit within the Project, the County shall verify that Master Developer has established the Environmental Stewardship Community Facilities District ("SJWA Environmental Stewardship CFD") to levy an annual special tax ("SJWA Environmental Stewardship Special Tax") sufficient in amount to fund the SJWA Environmental Stewardship Costs in the amount of Sixty-Five Thousand Dollars (\$65,000) to be paid to CDFW annually upon issuance of the 1,500th residential certificate of occupancy<sup>1</sup>, or

b. Prior to issuance of the certificate of occupancy of the 1,500th residential unit, the County shall verify that Master Developer has established a one-time, non-wasting endowment in the amount of One Million Six Hundred Twenty-Five Thousand Dollars (\$1,625,000) to fund the annual SJWA Environmental Stewardship Fee that shall pay \$65,000 annually to CDFW, or

c. Prior to issuance of the certificate of occupancy of the 1,500th residential unit, Master Developer shall enter into an agreement with the County or CDFW to provide interim funding in the amount of \$65,000 to CDFW annually until such time as the SJWA Environmental Stewardship CFD or one-time endowment is established.

d. In the event Master Developer pays for the cost of the one-time non-wasting endowment or provides interim annual funding to CDFW and the Environmental Stewardship Community Facilities District has been formed and funded, then Master Developer shall be eligible for reimbursement of such costs from the SJWA Environmental Stewardship CFD, provided the SJWA Environmental Stewardship CFD has sufficient funding to both reimburse Master Developer and to fund the annual SJWA Environmental Stewardship obligation.

**B. Dismissal.**

Petitioners shall dismiss Center for Biological Diversity, et al. vs County of Riverside (RIC1800722) before there is a submission or execution of a writ of mandate and proposed judgment. Such dismissal shall be with prejudice and expressly state that that Petitioners are withdrawing their request that the Court order the County to rescind the certification of the Villages of Lakeview Specific

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<sup>1</sup> Formation of the SJWA Environmental Stewardship CFD may occur after issuance of the first building permit as set forth in subsection A.2 c.

Plan Environmental Impact Report and not require the County to set aside Project approvals. Dismissal shall require, and the Settlement Agreement includes an express covenant that Petitioners agree to refrain from filing, assisting or funding any regulatory or legal challenge or taking any of the other actions set forth in Section C against the TVOL Specific Plan, including, without limitation, any Village Refinement Plan and all other all other future entitlements, permits, or approvals required for development of the Villages of Lakeview, except for any legal action to enforce the terms of the Settlement Agreement. Without limiting the terms of Section E below, Petitioners waive and release County from all claims of Petitioners for legal fees and other costs and expenses of any kind incurred by Petitioners in or related to the Litigation, its dismissal, or the negotiation and consummation of this Agreement.

**C. No Adverse Action or Opposition to the TVOL Specific Plan.**

Provided Master Developer is in compliance with this Agreement, Petitioners hereby covenant to not initiate, file, fund, or permit to be filed, in any of their names or on their behalf any lawsuit or arbitration or legal claim, or otherwise carry out any further litigation against the County or Master Developer, or their respective successors or assigns, with regard to the TVOL Specific Plan including, without limitation, litigation against: (1) any local, regional, state, or federal permit or approval required for development of all or a portion of the TVOL Specific Plan, including, without limitation, any Village Refinement Plan (Future TVOL Approvals); (2) any environmental review document prepared under CEQA or the National Environmental Policy Act prepared for the purpose of approving the TVOL Specific Plan or any portion thereof or any Future TVOL Approvals; or (3) any action taken by the County, Master Developer, or any other person or entity to develop all or a portion of the TVOL Specific Plan, provided that the TVOL Specific Plan remains consistent with this Agreement except for any legal action to enforce the terms of the Settlement Agreement.

The prohibitions set forth in this Section shall apply to the Petitioners whether they act independently or in concert with any persons, entities, or associations, whether under their own name or some other name. Should any individual, entity, or organization file a lawsuit or submit oral or written comments objecting to or challenging any Future TVOL Approvals or any other implementation of the TVOL Specific Plan in the name of the Petitioners, County or Master Developer may provide notice of said action and the Petitioners, as applicable, shall issue a letter stating the comments or action are not on behalf of Petitioners provided the TVOL Specific Plan remains consistent with this Agreement.

This Agreement is made by Petitioners on behalf of its officers, directors, employees, principals, agents, servants, partners, representatives, predecessors, successors, parents, affiliates, affiliated parties, shareholders, executors, administrators, trustees, attorneys, insurers, and assigns. Petitioners agree not to authorize or fund litigation by any member, including members in their individual capacity(ies), challenging the TVOL Specific Plan or any implementing projects provided the TVOL Specific Plan is consistent with the terms of the Agreement.

**D. Specific Performance.**

The Parties' sole and exclusive remedy for breach of this Agreement shall be an action for specific performance or injunction. In no event shall any Party be entitled to monetary damages for breach of this Agreement except for the recovery of legal fees and court costs to the extent provided

in Section F.13. In addition, no legal action for specific performance or injunction shall be brought or maintained until: (a) the non-breaching Party provides written notice to the breaching Party which explains with particularity the nature of the claimed breach, and (b) within thirty (30) days after receipt of said notice, the breaching Party fails to cure the claimed breach or, in the case of a claimed breach which cannot be reasonably remedied within a thirty (30) day period, the breaching Party fails to commence to cure the claimed breach within such thirty (30) day period, and thereafter diligently complete the activities reasonably necessary to remedy the claimed breach; provided in the event of a breach under Section C above, the aforementioned 30-day period shall be shortened to ten (10) days.

#### **E. Release of Claims.**

Upon execution of this Agreement, Petitioners for themselves and for their existing and all future officers, directors, employees, principals, agents, servants, partners, representatives, predecessors, successors, parents, affiliates, affiliated parties, shareholders, executors, administrators, trustees, attorneys, insurers, and assigns (collectively, "Releasing Parties"), voluntarily and knowingly waive, release and discharge forever Master Developer, and its affiliates and respective officers, directors, partners, owners, managers, members, employees, agents, in-house attorneys, representatives and legal successors and assigns, including successor merchant builder developers within the TVOL Specific Plan, and each of their collective affiliates (collectively, "Master Developer Parties"), and the County of Riverside, (collectively, with the Master Developer Parties, the "Released Parties") from any and all rights, claims, charges, complaints, damages, liabilities, obligations, promises, controversies, actions, causes of action in law or equity, suits, rights, attorneys' fees, demands, costs, losses, penalties, liens, debts, interest or expenses of any nature whatsoever, whether known or unknown, whether suspected or unsuspected, whether now existing or hereinafter arising, contingent and otherwise, against any of the Released Parties, which arise out of, or relate in any manner to the Litigation or the TVOL Specific Plan. The Releasing Parties acknowledge and agree this Agreement shall operate as a complete bar of any and all litigation, charges, complaints, grievances, demands, or administrative proceedings or remedies available against or at the County of Riverside or any other public agencies, including, but not limited to, the California Department of Fish and Wildlife, Department of Conservation, State Water Resources Control Board, Regional Water Quality Control Board, California Department of Water Resources, California Public Utilities Commission, California Department of Transportation, U.S. Army Corps of Engineers, U.S. Department of Fish and Wildlife, South Coast Air Quality Management District, U.S. Environmental Protection Agency, for issuance of any permits, contracts, licenses, or other approvals of any kind whatsoever now pending or which might at any time be filed by Releasing Parties as to any Released Parties regarding matters arising out of or related in any way to the Litigation or the TVOL Specific Plan. Each and all of the aforesaid claims are hereby fully and finally settled, compromised, and released.

The Releasing Parties recognize, understand, and expressly agree that this Agreement extends to all claims of every nature and kind, known or unknown, suspected or unsuspected, past, present, or future arising from or attributable to the Litigation or the TVOL Specific Plan. Therefore, Releasing Parties are waiving any and all rights to pursue claims against any Master Developer Parties, of any kind or nature relating to the TVOL Specific Plan, whether or not specifically raised in the Litigation.

The Releasing Parties represent and warrant to Released Parties that Petitioners, (a) have all necessary power and authority to make such release, including any necessary consent or approval from

any person (including, for the avoidance of doubt, the Releasing Parties), and (b) have not heretofore transferred or attempted to transfer all or any part of any such thing released in any manner whatsoever, including by way of subrogation or operation of law. The Releasing Parties further represent and warrant to Released Parties that the release and waiver by Releasing Parties under this Agreement is executed voluntarily and without duress or undue influence on the part of any other person or entity whatsoever. Any violation of this Section by any of the Releasing Parties shall be deemed to be a breach of this Agreement by Petitioners. Notwithstanding this section, the Parties retain the right to enforce the terms of this Agreement as provided in section F.13.

**Waiver of Civil Code Section 1542:** The foregoing releases are intended to extend to all such claims, known or unknown, suspected or unsuspected, and each of the Releasing Parties expressly waives and relinquishes any rights and benefits that they have or may have under Section 1542 of the Civil Code of the State of California, which provides:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

**Petitioners Initials:** JB

Petitioners, for themselves and for all of the Releasing Parties, acknowledge that they specifically reviewed with their attorneys the meaning and effect of the release and waiver set forth in this Section, including the language from Civil Code Section 1542 quoted above, and their attorneys have fully explained the impact of these provisions, and Petitioners knowingly accept the risks associated with these provisions.

Petitioners, for themselves and for all of the Releasing Parties, represent and warrant that they own the right to release, and all of the claims released herein, that no other person or entity has or has had any interest in the claims released herein, and that they have not transferred, sold, assigned or conveyed, or otherwise disposed of any of the claims released herein. The Releasing Parties shall indemnify, defend, and hold harmless the Master Developer Parties, from and against any claims based upon or arising in connection with any prior assignment or transfer, or any such purported assignment or transfer, of any claims or other matters released or assigned herein.

The Releasing Parties understand that if the facts or law with respect to which the foregoing releases are given hereafter turn out to be other than or different from the facts or law in that connection not known to be or believed by each of them to be true, each of them expressly assumes the risk of the facts or law turning out to be so different, and agrees that the foregoing releases shall be in all respects effective and not subject to termination or rescission based upon any such differences in facts or law.



any person (including, for the avoidance of doubt, the Releasing Parties), and (b) have not heretofore transferred or attempted to transfer all or any part of any such thing released in any manner whatsoever, including by way of subrogation or operation of law. The Releasing Parties further represent and warrant to Released Parties that the release and waiver by Releasing Parties under this Agreement is executed voluntarily and without duress or undue influence on the part of any other person or entity whatsoever. Any violation of this Section by any of the Releasing Parties shall be deemed to be a breach of this Agreement by Petitioners. Notwithstanding this section, the Parties retain the right to enforce the terms of this Agreement as provided in section F.13.

**Waiver of Civil Code Section 1542:** The foregoing releases are intended to extend to all such claims, known or unknown, suspected or unsuspected, and each of the Releasing Parties expressly waives and relinquishes any rights and benefits that they have or may have under Section 1542 of the Civil Code of the State of California, which provides:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

**Petitioners Initials:**

*ABH*

Petitioners, for themselves and for all of the Releasing Parties, acknowledge that they specifically reviewed with their attorneys the meaning and effect of the release and waiver set forth in this Section, including the language from Civil Code Section 1542 quoted above, and their attorneys have fully explained the impact of these provisions, and Petitioners knowingly accept the risks associated with these provisions.

Petitioners, for themselves and for all of the Releasing Parties, represent and warrant that they own the right to release, and all of the claims released herein, that no other person or entity has or has had any interest in the claims released herein, and that they have not transferred, sold, assigned or conveyed, or otherwise disposed of any of the claims released herein. The Releasing Parties shall indemnify, defend, and hold harmless the Master Developer Parties, from and against any claims based upon or arising in connection with any prior assignment or transfer, or any such purported assignment or transfer, of any claims or other matters released or assigned herein.

The Releasing Parties understand that if the facts or law with respect to which the foregoing releases are given hereafter turn out to be other than or different from the facts or law in that connection not known to be or believed by each of them to be true, each of them expressly assumes the risk of the facts or law turning out to be so different, and agrees that the foregoing releases shall be in all respects effective and not subject to termination or rescission based upon any such differences in facts or law.

any person (including, for the avoidance of doubt, the Releasing Parties), and (b) have not heretofore transferred or attempted to transfer all or any part of any such thing released in any manner whatsoever, including by way of subrogation or operation of law. The Releasing Parties further represent and warrant to Released Parties that the release and waiver by Releasing Parties under this Agreement is executed voluntarily and without duress or undue influence on the part of any other person or entity whatsoever. Any violation of this Section by any of the Releasing Parties shall be deemed to be a breach of this Agreement by Petitioners. Notwithstanding this section, the Parties retain the right to enforce the terms of this Agreement as provided in section F.13.

**Waiver of Civil Code Section 1542:** The foregoing releases are intended to extend to all such claims, known or unknown, suspected or unsuspected, and each of the Releasing Parties expressly waives and relinquishes any rights and benefits that they have or may have under Section 1542 of the Civil Code of the State of California, which provides:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

**Petitioners Initials:**



Petitioners, for themselves and for all of the Releasing Parties, acknowledge that they specifically reviewed with their attorneys the meaning and effect of the release and waiver set forth in this Section, including the language from Civil Code Section 1542 quoted above, and their attorneys have fully explained the impact of these provisions, and Petitioners knowingly accept the risks associated with these provisions.

Petitioners, for themselves and for all of the Releasing Parties, represent and warrant that they own the right to release, and all of the claims released herein, that no other person or entity has or has had any interest in the claims released herein, and that they have not transferred, sold, assigned or conveyed, or otherwise disposed of any of the claims released herein. The Releasing Parties shall indemnify, defend, and hold harmless the Master Developer Parties, from and against any claims based upon or arising in connection with any prior assignment or transfer, or any such purported assignment or transfer, of any claims or other matters released or assigned herein.

The Releasing Parties understand that if the facts or law with respect to which the foregoing releases are given hereafter turn out to be other than or different from the facts or law in that connection not known to be or believed by each of them to be true, each of them expressly assumes the risk of the facts or law turning out to be so different, and agrees that the foregoing releases shall be in all respects effective and not subject to termination or rescission based upon any such differences in facts or law.

**F. Miscellaneous.**

**F.1. Final Integrated Agreement.**

Except for that certain Settlement Agreement and Release between Petitioners and Master Developer executed concurrent with this Agreement, this Agreement contains the entire agreement and understanding concerning the subject matter herein and supersedes and replaces any prior negotiations and agreements between the Parties, whether written or oral. Each of the Parties hereto acknowledges that no other Party, nor the agents nor attorneys for any Party, has made any promise, representation or warranty whatsoever, express or implied, and acknowledges that this Agreement has not been executed in reliance upon any promise, representation or warranty not contained herein. Each Party has participated, cooperated or contributed to the drafting and preparation of this Agreement. This Agreement shall not be construed for or against any Party but shall be construed fairly according to its plain meaning, and shall be unconditionally supported by all Parties in all forums.

**F.2. Understanding of Agreement.**

Each Party understands and agrees to this Agreement, the terms and conditions contained herein and in the documents referred to herein, and has relied upon his, her, or its own judgment, belief, knowledge, understanding, and expertise after careful consultation with his, her, or its own legal counsel concerning the legal effect of all of the terms of this Agreement.

**F.3. Voluntary Settlement.**

Each Party enters into this Agreement knowingly and voluntarily, in the total absence of any fraud, mistake, duress, coercion, or undue influence, and after careful thought and reflection upon the settlement, this Agreement, and the documents referred to herein; and, accordingly, by signing this Agreement and the documents referred to herein, each signifies full understanding, agreement, and acceptance. Each Party to this Agreement acknowledges and represents that he/she/it has read this Agreement and understands all of its terms.

**F.4. Cooperation on Additional Documents.**

Each of the Parties agrees to execute and deliver to each of the other Parties all additional documents, instruments, and agreements required to take such additional actions as are required to implement the terms and conditions of this Agreement.

**F.5. Binding Effect and Third Parties.**

The Parties agree that the obligations and benefits arising out of this Agreement, including, but not limited to, the release set forth in Section E, and each of the terms of this Agreement, shall be binding upon and shall inure to the obligation and benefit of any successors and assigns of the Parties.

The consent of the other Parties to such assignment by a Party shall not be required, provided the assignment shall not be effective unless and until:

(1) the assignee assumes, by written assignment executed by assignee and assignor (the Assignment Agreement), all rights and obligations of the assignor and agrees to all of the terms and conditions in this Agreement;

(2) the Assignment Agreement includes an express representation and warranty from the assignee that it has the financial capacity to fulfill the financial obligations under this Agreement; and

(3) the assignor provides notice of assignment to all Parties in accordance with this Agreement together with a copy of the Assignment Agreement.

**F.6. Execution Not an Admission.**

This Agreement is strictly for the purposes of compromising the Litigation. By entering into this Agreement, no Party hereto admits that the claims or contentions of the other were or are valid or meritorious. Each Party hereto has in the past denied and continues to deny the claims, assertions, allegations and contentions of the others and their ability to make such claims. Neither this Agreement, the negotiations nor discussions resulting in or connected with this Agreement, nor anything stated herein or therein shall be admissible in any court of law or equity or before any administrative body for the purpose of establishing or supporting a claim by Petitioners of any wrongdoing or guilt on behalf of the County of Riverside or Master Developer or for any other purpose, except for the purposes of enforcing this Agreement.

**F.7. Investigation of Facts; Consultation with Independent Counsel.**

Each Party has investigated the facts and had the opportunity to consult with independent counsel pertaining to this Agreement and all matters pertaining thereto as deemed necessary by each.

**F.8. California Law, Jury Waiver.**

This Agreement, and the documents referred to herein, shall be governed by and construed and interpreted in accordance with, the laws of the State of California. EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. THIS WAIVER APPLIES TO ANY ACTION OR LEGAL PROCEEDING, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE.

**F.9. Multiple Counterparts.**

This Agreement may be executed in any number of counterparts, each of which may be deemed an original and all of which together shall constitute a single instrument, notwithstanding that all the Parties are not signatories to the original or same counterpart. The Parties shall each receive a fully executed original of the Agreement.

**F.10. Waiver, Modification, and Amendment.**



No breach of this Agreement or of any provision herein can be waived except by an express written waiver executed by the Party waiving such breach. Waiver of any one breach shall not be deemed a waiver of any other breach of the same or other provisions of this Agreement. This Agreement may be amended, altered, modified, or otherwise changed in any respect or particular only by a writing duly executed by the Parties hereto or their authorized representatives.

**F.11. Effective Date.**

This Agreement shall be effective upon execution by all Parties.

**F.12. Captions/Language.**

Section, paragraph, and other captions or headings contained in this Agreement are inserted as a matter of convenience and for reference, and in no way define, limit, extend or otherwise describe the scope or intent of this Agreement or any provision hereof and shall not affect in any way the meaning or interpretation of this Agreement. In the language of this document and the documents referred to herein, the singular and plural numbers, and the masculine, feminine and neutral genders, shall each be deemed to include all others, and the word "person" shall be deemed to include corporations and every other entity, as the context may require.

**F.13. Proceedings to Enforce Agreement.**

The Parties agree that any dispute, claim or controversy in any way arising out of, related to, or connected with the Agreement or the subject matter thereof, shall be resolved by judicial action filed in the Riverside County Superior Court. The Parties shall be responsible for their own attorneys' fees and costs incurred in prosecuting or defending any such judicial action excepting for claims for alleged violations by Petitioners under Section C (No Adverse Action or Opposition to the TVOL Specific Plan) the prevailing Party shall be entitled to recover reasonable costs and expenses, as determined by the court, including attorneys' fees, expert witness fees, and court costs, incurred for prosecution, defense, consultation, or advice in such action or proceeding. If Master Developer or County is the prevailing Party, then the fees payable to the Master Developer or County may be drawn from the Conservation Fund set forth in section B of the parallel Settlement Agreement between Petitioners and Master Developer and not from out-of-pocket costs and expenses from the Petitioners. Notwithstanding the waivers contained in this Agreement, the Parties retain the rights to enforce the terms of this Agreement in any legal or administrative proceeding.

**F.14. Signatories' Authority.**

Each person executing this Agreement on behalf of a Party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity and/or Parties it purports to bind and such Party has full right and authority and has obtained all consents and approvals and taken all actions necessary to enter into this Agreement, perform all of its obligations hereunder, and consummate all transactions contemplated under this Agreement.

**F.15. Notice.**

Any notice, demand, request, or other communication required or permitted to be given under this Agreement, (a) shall be made in writing, (b) shall be delivered by one of the following

methods: (i) by personal delivery (with notice deemed given when delivered personally); (ii) by overnight courier (with notice deemed given upon written verification of receipt); or (iii) by certified or registered mail, return receipt requested (with notice deemed given upon verification of receipt); and (c) shall be addressed to a Party as provided in this Section or such other address as such Party may request by notice given in accordance with the terms of this Section.

Notice to the County of Riverside shall be provided as follows:

County of Riverside  
County Counsel  
ATTN: Minh C. Tran  
3960 Orange Street, Ste 500  
Riverside, CA 92501

Notice to Master Developer shall be provided as follows:

Nuevo Development Company, LLC  
c/o Lewis Management Corp.  
Attn: W. Bradford Francke  
Vice President/Associate General Counsel  
1156 N. Mountain Avenue  
Upland, CA 91786

With a copy to:

Amanda Monchamp  
Monchamp Meldrum LLP  
100 Pine Street, Ste 1250  
San Francisco, CA 94111

Notice to Petitioners shall be provided as follows:

Center for Biological Diversity  
Urban Wildlands Program  
1212 Broadway  
Suite 800  
Oakland, CA 94612

San Bernardino Valley Audubon Society  
P.O. Box 11956  
San Bernardino, CA 92403-9997  
Attn: Conservation Committee  
eSBVAS@gmail.com

Sierra Club  
2101 Webster St. Suite 1300  
Oakland, CA. 94612  
Attn: Aaron Isherwood  
Aaron.isherwood@sierraclub.org

With copy to:

Chapter Chair and/or Conservation Chair  
San Gorgonio Chapter Sierra Club  
P.O. Box 5425  
Riverside, CA 92517  
Chair@sangorgonio.sierraclub.org

Sierra Club, Moreno Valley Group  
Conservation Chair and/or Group Chair  
movalleygroup@yahoo.com

**F.16. Recitals.**

The recitals are incorporated herein and made part of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date last signed below and stated above.

"Petitioner"

CENTER FOR BIOLOGICAL DIVERSITY

By: John Buse  
Name: JOHN BUSE  
Title: General Counsel  
Dated: October 25, 2024

SIERRA CLUB

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: October \_\_\_, 2024

SAN BERNARDINO VALLEY AUDUBON SOCIETY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: October \_\_\_, 2024

"Master Developer"

NUEVO DEVELOPMENT COMPANY, LLC,  
a Delaware limited liability company

By: LEWIS MANAGEMENT CORP.,  
a Delaware corporation - Its Sole Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: Authorized Agent  
Dated: October \_\_\_, 2024



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date last signed below and stated above.

“Petitioner”

CENTER FOR BIOLOGICAL DIVERSITY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: October \_\_\_, 2024

SIERRA CLUB

By: George Hague  
Name: George Hague  
Title: Member  
Dated: October 23, 2024

SAN BERNARDINO VALLEY AUDUBON SOCIETY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: October \_\_\_, 2024

"Master Developer"

NUEVO DEVELOPMENT COMPANY, LLC,  
a Delaware limited liability company

By: LEWIS MANAGEMENT CORP.,  
a Delaware corporation - Its Sole Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: Authorized Agent  
Dated: October \_\_\_, 2024

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date last signed below and stated above.

“Petitioner”


CENTER FOR BIOLOGICAL DIVERSITY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: October \_\_\_, 2024

SIERRA CLUB

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: October \_\_\_, 2024

SAN BERNARDINO VALLEY AUDUBON SOCIETY

By:   
Name: John Feldman  
Title: Constitutional Chair  
Dated: October 25, 2024

"Master Developer"

NUEVO DEVELOPMENT COMPANY, LLC,  
a Delaware limited liability company

By: LEWIS MANAGEMENT CORP.,  
a Delaware corporation - Its Sole Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: Authorized Agent  
Dated: October \_\_\_, 2024

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date last signed below and stated above.

"Petitioner"

CENTER FOR BIOLOGICAL DIVERSITY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: October \_\_\_, 2024

SIERRA CLUB

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: October \_\_\_, 2024

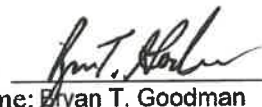
SAN BERNARDINO COUNTY AUDUBON SOCIETY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: October \_\_\_, 2024

"Master Developer"

NUEVO DEVELOPMENT COMPANY, LLC,  
a Delaware limited liability company

By: LEWIS MANAGEMENT CORP.,  
a Delaware corporation - Its Sole Manager

By:  \_\_\_\_\_  
Name: Bryan T. Goodman  
Its: Authorized Agent  
Dated: October 31, 2024

“County”

COUNTY OF RIVERSIDE, a political subdivision of the State of California

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

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

Title: \_\_\_\_\_

Dated: October \_\_, 2024

FORM APPROVED COUNTY COUNSEL

BY:  \_\_\_\_\_  
MELISSA R. CUSHMAN DATE