

**Final Revised Focused  
ENVIRONMENTAL IMPACT REPORT**

**ALESSANDRO COMMERCE CENTRE PROJECT  
STATE CLEARINGHOUSE NO. 2008061136  
COUNTY OF RIVERSIDE, CALIFORNIA**

**LSA**

January 28, 2016

**Final Revised Focused  
ENVIRONMENTAL IMPACT REPORT**

**ALESSANDRO COMMERCE CENTRE PROJECT  
STATE CLEARINGHOUSE NO. 2008061136  
COUNTY OF RIVERSIDE, CALIFORNIA**

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LSA Project No. WDG1101

**LSA**

January 28, 2016

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## **1. INTRODUCTION**

This Final Environmental Impact Report (FEIR) for the proposed Alessandro Commerce Centre industrial project (“proposed project”) comprises the following documents:

- Draft EIR State Clearinghouse No. 2008061136 and Appendices dated August 15, 2015;
- Final EIR and Response to Comments EIR including modifications or errata to the DEIR; and
- Mitigation Monitoring and Reporting Program (MMRP).

The purpose of this document is to respond to all comments received by the County of Riverside (County) as the Lead Agency regarding the environmental information and analyses contained in the Draft EIR. Additionally, any corrections to the text and figures of the Draft EIR, generated either from responses to comments or independently by the County, are stated in this volume of the Final EIR. The Draft EIR text has not been modified to reflect these clarifications.

### **1.1 CONTENT AND FORMAT**

Subsequent to this introductory section, Section 2.0 contains copies of each comment letter received on the Draft EIR, along with annotated responses to each comment contained within the letters. Section 3.0 of this document contains corrections and errata to the Draft EIR. Section 4.0 contains the MMRP.

### **1.2 PUBLIC REVIEW OF THE DRAFT EIR**

As required by the California Environmental Quality Act (CEQA) Guidelines Section 15087, a Notice of Completion (NOC) of the Draft EIR State Clearinghouse No. 2008061136 for the Alessandro Commerce Centre Project was filed with the State Clearinghouse on August 15, 2015, and the Notice of Availability (NOA) of the Draft EIR was filed with the Riverside County Clerk on August 15, 2015. The Draft EIR was circulated for public review for a period of 45 days, from August 15, 2015 to September 30, 2015. Copies of the Draft EIR were distributed to all Responsible Agencies and to the State Clearinghouse in addition to various public agencies, citizen groups, and interested individuals. Copies of the Draft EIR were also made available for public review at the County Planning Department, at two area libraries, and on the internet.

A total of eleven (11) comment letters were received commenting on the DEIR. Nine (9) of the comment letters received were from federal, State, regional, or local agencies or organizations, and two (2) letters were received from conservation groups. No letters were received from private organizations or individuals. All letters have been responded to within this document. In particular, comments that address environmental issues are responded to in Section 2.0.



### 1.3 POINT OF CONTACT

The Lead Agency for this Project is the County of Riverside. Any questions or comments regarding the preparation of this document, its assumptions, or its conclusions, should be referred to:

**Matt Straite**, Project Planner  
County of Riverside Planning Department  
4080 Lemon Street, 12<sup>TH</sup> Floor  
Riverside, CA 92501  
Phone: (951) 955-8631  
E-mail: [MSTRAITE@rctlma.org](mailto:MSTRAITE@rctlma.org)

### 1.4 PROJECT SUMMARY

The following information is summarized from the Project Description in the Draft EIR. For additional detail in regard to Project characteristics and Project-related improvements, along with analyses of the Project's potential environmental impacts, please refer to Draft EIR Sections 3.0 and 4.0, respectively.

#### 1.4.1 Project Location

The project is located in Western Riverside County, immediately south of Alessandro Boulevard, north of March Air Reserve Base (March ARB) and a half mile west of Interstate 215.

#### 1.4.2 Proposed Project

**Original Project.** The Original Project proposed industrial and commercial development containing eight buildings, associated parking, and three detention basins. The Project included Tentative Parcel Map No. 35365, which is a Schedule E subdivision of 54.4 gross (51.21 net) acres into (6) industrial/commercial parcels. Additionally, Plot Plan No. 22925 proposed (8) buildings of approximately 258,100 square feet of office, 42,300 square feet of light industrial/multi-tenant, 409,400 square feet of industrial warehouse/distribution, 10,000 square feet of retail on a 54.4 gross (51.21 net) acre site with a total building area of 720,000 square feet (floor area ratio of 0.30) and includes 1,784 parking spaces and 974,727 square feet of landscaping area (40 percent).

**Revised Project.** The Revised Project involves a Lot Line Adjustment to rearrange the existing lots of the 54-acre site based on Plot Plan 25422 with a conservation easement located on one lot and two separate industrial warehouse buildings proposed on two of the remaining three lots for a total of up to 814,630 square feet of industrial warehouse uses. It should be noted that Lot 2 will be used for trailer parking and/or storage, as outlined in the associated plot plan, and will be screened from view by a combination of fencing and landscaping as is required by the County's Development Standards. The Revised Project will have no business park or commercial uses as were proposed under the Original Project. The Revised Project includes a minimum 200-foot wide open space/conservation easement as agreed to in the lawsuit settlement (see Appendix G in this document). As with the Original Project, the Revised Project will construct Brown Street to its full width along the east boundary of the site. The new proposed warehouse buildings would be consistent with the County's "Light Industrial" land use and "Industrial Park" (IP) zoning requirements.

### 1.4.3 Project Objectives

The following are the development objectives for the Alessandro Commerce Centre Project (Revised Project) to serve as the basis for considering the associated environmental impacts.

1. Develop a vacant and underutilized lot in a unique and innovative way in order to spur economic development and employment opportunity in the area.
2. Provide a light-scale industrial ~~commercial and~~<sup>1</sup> Project in the western portion of the County that would provide opportunities for a range of employment with transportation of goods and services.
3. Create a cohesive identity for the Project site, and provide a consistent Project theme, development standards and design guidelines that allow design flexibility to respond to market needs under the County's General Plan zone designation of Light Industrial (LI).
4. Provide a reasonable transition of land use from existing residential development on the west to planned industrial and business park uses on the east.
5. Be consistent with and implement the policies and goals of the County's General Plan, Development Code and development guidelines and policies.
6. Design and landscape the project to create an aesthetically pleasing industrial center.

### 1.4.4 Project Alternatives

Below is a summary of the alternatives to the Original Project considered in Section 7, Alternatives of the Original Draft EIR.

- **No Project – No Development Alternative:** The Project site would remain in its existing condition and the Project would not be developed.
- **Reduced Density Alternative:** Development of the same type of project but reducing the building area.
- **Commercial Office Use Alternative:** Development of commercial office buildings and office park.

The Revised Focused DEIR does not examine any additional or modified alternatives to the Revised Project, and thus, no changes to the Section 7 Alternatives analysis have been made by this Revised Focused DEIR. The Revised Focused DEIR addresses the changes to the Original EIR based upon the agreed settlement and changes incorporated in the Revised Project. It was determined that the entire Revised Focused DEIR be recirculated along with the Original EIR to illustrate the entire changes and lack of new significant impacts based upon the project revisions. Therefore, comments should focus on the Revised Focused DEIR pursuant to State CEQA Guidelines section 15088.5 (f)(2). Any responses to comments only need to focus on the actual changes to the Original Project under CEQA principles of recirculation.

### 1.4.5 Terms of the CBD Settlement Agreement

The Settlement Agreement by and between the Center for Biological Diversity and Amstar/Kaliber LLC, et al. (DEIR Appendix G) includes terms that are incorporated into the Project. Key elements of the settlement agreement include:

- The Project includes an approximate 6.69 acre on-site conservation easement area as depicted in Exhibit A to the settlement agreement ("Conservation Area"). The Conservation Area is designed with the goal that it will function as a wildlife habitat for sensitive species, including, but

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<sup>1</sup> The Revised Project does not have any commercial uses which were proposed under the Original Project

not limited to, the Stephens' kangaroo rat, and to the extent feasible, as a wildlife corridor connecting the Sycamore Canyon Wilderness Area with the private conservation area.

- As specified in section 2.1.4 of the settlement agreement, fencing and other measures are incorporated into the Project to minimize impacts to sensitive species from the public and urban predators both during and after construction of the Project.
- Project grading will occur per Section 2.2 of the settlement agreement and in a manner that minimizes impacts on the Conservation Area to the extent feasible without impacting the Project design.
- One-time habitat restoration of any graded portions of the Conservation Area will be provided per the terms of Section 2.2.1 of the settlement agreement.
- Maintenance of the Conservation Area shall be in accord with Section 2.3 of the settlement agreement.
- Lighting systems for the Project will comply with Sections 2.5.1 and 2.5.2 of the settlement agreement.
- No plants described in Table 6-2 of the Western Riverside County Multiples Species Habitat Conservation Plan will be used in the Project landscaping. Only highly fire resistant landscaping will be used within 100 feet of the Conservation Area.
- Project noise (temporary and permanent) shall comply with all County of Riverside requirements.
- The design of the southern retention basin and Project street improvements will address Sections 2.5.5 and 2.5.7 of the settlement agreement.
- The Project will be built in accordance with LEED Silver standards.

#### **1.4.6 Required Permits and Discretionary Actions**

The County of Riverside has primary governmental authority for the approval and supervision of the Revised Project. As such, the County is the Lead Agency for this Revised Focused DEIR, as defined under CEQA, and is responsible for completing this EIR and assessing and disclosing the potential environmental consequences associated with Project implementation. Additional discretionary actions would also be required of other governmental entities. This EIR is intended to serve as the CEQA compliance document for any necessary Project approvals by the County and other agencies. The anticipated approvals required for the Revised Project are noted below in DEIR Table 3-2.

**DEIR Table 3-2: Actions and Approvals**

<b>Lead Agency</b>	<b>Action</b>
The County of Riverside	Approval of the Revised Project (Revised Focused EIR; Plot Plan # 25422; Environmental Assessment # 42616; and blasting permit if necessary that includes neighbor notification)
<b>Responsible Agencies</b>	<b>Action</b>
California Department of Fish and Game	Section 1602 Streambed Alteration Agreement
U.S. Army Corps of Engineers	Section 404 Nationwide Permit
Regional Water Quality Control Board	Section 401 Water Quality Certification
Federal Aviation Authority	Form 7460-1
Airport Land Use Commission	Consistency Determination with March ARB Plan
March Joint Powers Authority	Encroachment Permit and Easement for Brown Street and related drainage improvements

## **2. RESPONSE TO COMMENTS**

A total of eleven (11) comment letters were received commenting on the DEIR. Nine (9) of the comment letters received were from federal, State, regional, or local agencies or organizations, and two (2) letters were received from conservation groups. No letters were received from private organizations or individuals. All letters have been responded to within this document. Comments that address environmental concerns have been specifically addressed.

Section 15088 of the State CEQA Guidelines, Evaluation of and Response to Comments, states:

- a) The lead agency shall evaluate comments on environmental issues received from persons who reviewed the draft EIR and shall prepare a written response. The lead agency shall respond to comments received during the noticed comment period and any extensions and may respond to late comments.
- b) The written response shall describe the disposition of significant environmental issues raised (e.g., revisions to the proposed project to mitigate anticipated impacts or objections). In particular, major environmental issues raised when the lead agency's position is at variance with recommendations and objections raised in the comments must be addressed in detail, giving the reasons that specific comments and suggestions were not accepted. There must be good faith, reasoned analysis in response. Conclusory statements unsupported by factual information will not suffice.
- c) The response to comments may take the form of a revision to the draft EIR or may be a separate section in the final EIR. Where the response to comments makes important changes in the information contained in the text of the draft EIR, the lead agency should either:
  1. Revise the text in the body of the EIR; or
  2. Include marginal notes showing that the information is revised in the responses to comments.

Information provided in this volume of the Final EIR clarifies, amplifies, or makes minor modifications to the Draft EIR. No significant changes have been made to the information contained in the Draft EIR as a result of the responses to comments, and no significant new information has been added that would require recirculation of the document.

An Errata section to the EIR (Section 3.0) has been prepared to indicate if or what minor corrections and clarifications to the Draft EIR were needed as a result of County review and comments received during the public review period.

This Response to Comments document, along with the Errata is included as part of the Final EIR for consideration by the County prior to certification of the Final EIR.

## 2.1 LIST OF PERSONS, ORGANIZATIONS, AND PUBLIC AGENCIES COMMENTING ON THE DRAFT EIR

The persons, organizations, and public agencies that submitted comments regarding the Draft EIR from August 15, 2015 through September 30, 2015, are listed below. A total of eleven (11) comment letters were received commenting on the DEIR. Nine (9) of the comment letters received were from federal, State, regional, or local agencies or organizations, and two (2) letters were received from conservation groups. No letters were received from private organizations or individuals. Each comment letter received is indexed with a letter and number below.

### Comment Letters Received Regarding the Draft EIR

- A California Office of Planning and Research, State Clearinghouse (September 29 & 30, 2015)**  
Scott Morgan, Director, State Clearinghouse (2 letters, 8 pages)
- B California Department of Fish and Wildlife (September 29, 2015)\***  
Leslie MacNair, Regional Director (4 pages)
- C South Coast Air Quality Management District (September 29, 2015)**  
Jillian Wong, Ph.D., Director, Planning, Rule Development & Area Sources (5 pages)
- D Pechanga Tribe (September 30, 2015)**  
Anna Hoover, Cultural Analyst (9 pages)
- E Soboba Band of Luiseno Indians (September 30, 2015)**  
Joseph Ontiveros, Director of Cultural Resources (3 pages)
- F Metropolitan Water District of Southern California (September 21, 2015)**  
Deirdre West, Manager, Environmental Planning Team (14 pages)
- G San Bernardino County Department of Public Works (September 30, 2015)**  
Nidham Alrayes, Public Works Engineer III, Environmental Management (1 page)
- H City of Fontana Planning Department (September 22, 2015)**  
Rina Leung, Assistant Planner (1 page)
- I Center for Biological Diversity (October 5, 2015)\***  
Jonathan Evans, Lead Attorney (6 pages)(75 pages with all attachments-see CD)
- J Southern California Environmental Justice Alliance (October 5, 2015)\***  
Joe Bourgeois, Chairman of the Board (4 pages)
- K March Joint Powers Authority (MJPA)(October 19, 2015)\***  
Grace Williams, Principal Planer (8 pages)

\* Submitted after the official close of the public circulation period (September 28) – OPR sent two letters, one on September 28 and one on September 29 (the second letter indicated a late response by CDFW, others were sent separately)

## **2.2 FORMAT OF RESPONSES TO COMMENTS**

Aside from any courtesy statements, introductions, project summaries, closings, individual comments within the body of each letter have been identified and numbered. A copy of each comment letter and the County's responses are included in this section. Brackets delineating the individual comments and an alphanumeric identifier have been added to the right margin of the letter. Responses to each comment identified are included on the page(s) following each comment letter. Responses to comments were sent to the agencies that provided comments.

In the process of responding to the comments, there were minor revisions to the Environmental Impact Report. None of the comments or responses constitutes "significant new information" (*CEQA Guidelines* Section 15073.5) that would require recirculation of the Environmental Impact Report.

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## 2.3 LETTER A: CALIFORNIA STATE CLEARINGHOUSE





EDMUND G. BROWN JR.  
GOVERNOR

STATE OF CALIFORNIA  
GOVERNOR'S OFFICE of PLANNING AND RESEARCH  
STATE CLEARINGHOUSE AND PLANNING UNIT



KEN ALEX  
DIRECTOR

September 29, 2015

**RECEIVED**  
Planning Dept.  
OCT 05 2015

Matt Straite  
Riverside County Planning Department  
4080 Lemon Street, 9th Floor  
P.O. Box 1409  
Riverside, CA 92502-1409

Subject: Plot Plan No. 25422 (Alessandro Commerce Centre) Revised Focused Draft EIR  
SCH#: 2008061136

Dear Matt Straite:

The State Clearinghouse submitted the above named Draft EIR to selected state agencies for review. The review period closed on September 28, 2015, and no state agencies submitted comments by that date. This letter acknowledges that you have complied with the State Clearinghouse review requirements for draft environmental documents, pursuant to the California Environmental Quality Act.

Please call the State Clearinghouse at (916) 445-0613 if you have any questions regarding the environmental review process. If you have a question about the above-named project, please refer to the ten-digit State Clearinghouse number when contacting this office.

Sincerely,

Scott Morgan  
Director, State Clearinghouse

**Document Details Report  
State Clearinghouse Data Base**

**SCH#** 2008061136  
**Project Title** Plot Plan No. 25422 (Alessandro Commerce Centre) Revised Focused Draft EIR  
**Lead Agency** Riverside County

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**Type** EIR Draft EIR  
**Description** In April 2010, the County certified EIR 510 (Original EIR)(SCH# 2008061136) for the development of the 54-acre Alessandro Commerce Centre project and approved Tentative Parcel Map No. 35365 and Plot Plan No. 22925 (Original Project) including development of eight buildings with 258,100 sf of office uses, 42,300 sf of light industrial/multi-tenant uses, 409,400 sf of industrial warehouse/distribution, and 10,000 sf of retail uses. A successful legal challenge and subsequent changes to the project land plan have necessitated preparation and circulation of a Revised Focused DEIR.

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**Lead Agency Contact**

**Name** Matt Straite  
**Agency** Riverside County Planning Department  
**Phone** 951 955 8631 **Fax**  
**email**  
**Address** 4080 Lemon Street, 9th Floor  
P.O. Box 1409  
**City** Riverside **State** CA **Zip** 92502-1409

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**Project Location**

**County** Riverside  
**City** Riverside  
**Region**  
**Lat / Long** 33° 54' 51.30" N / 117° 17' 52.44" W  
**Cross Streets** Alessandro Boulevard, Brown Street, Gem Lane  
**Parcel No.** 297-080-007,008,009,010  
**Township** 3S **Range** 4W **Section** 16 **Base** SBB&M

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**Proximity to:**

**Highways** I-215  
**Airports** March Air Reserve Base  
**Railways** BNSF  
**Waterways** Drainage along northern and southern boundary  
**Schools** Benjamin Franklin ES  
**Land Use** Undeveloped/Industrial Park/Light Industrial

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**Project Issues** Air Quality; Archaeologic-Historic; Biological Resources; Geologic/Seismic; Noise; Soil Erosion/Compaction/Grading; Toxic/Hazardous; Traffic/Circulation; Water Quality

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**Reviewing Agencies** Resources Agency; Department of Fish and Wildlife, Region 6; Department of Parks and Recreation; Department of Water Resources; Caltrans, Division of Aeronautics; California Highway Patrol; Caltrans, District 8; Air Resources Board; Regional Water Quality Control Board, Region 8; Native American Heritage Commission; Public Utilities Commission

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**Date Received** 08/14/2015 **Start of Review** 08/14/2015 **End of Review** 09/28/2015



EDMUND G. BROWN JR.  
GOVERNOR

STATE OF CALIFORNIA  
GOVERNOR'S OFFICE of PLANNING AND RESEARCH  
STATE CLEARINGHOUSE AND PLANNING UNIT



KEN ALEX  
DIRECTOR

September 30, 2015

LETTER A

Matt Straite  
Riverside County Planning Department  
4080 Lemon Street, 9th Floor  
P.O. Box 1409  
Riverside, CA 92502-1409

Subject: Plot Plan No. 25422 (Alessandro Commerce Centre) Revised Focused Draft EIR  
SCH#: 2008061136

Dear Matt Straite:

The enclosed comment (s) on your Draft EIR was (were) received by the State Clearinghouse after the end of the state review period, which closed on September 28, 2015. We are forwarding these comments to you because they provide information or raise issues that should be addressed in your final environmental document.

The California Environmental Quality Act does not require Lead Agencies to respond to late comments. However, we encourage you to incorporate these additional comments into your final environmental document and to consider them prior to taking final action on the proposed project.

Please contact the State Clearinghouse at (916) 445-0613 if you have any questions concerning the environmental review process. If you have a question regarding the above-named project, please refer to the ten-digit State Clearinghouse number (2008061136) when contacting this office.

Sincerely,

Scott Morgan  
Director, State Clearinghouse

Enclosures  
cc: Resources Agency

1

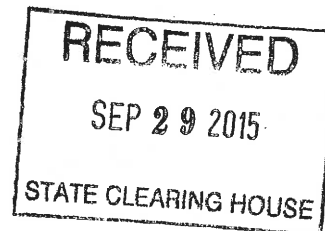


State of California - Natural Resources Agency  
DEPARTMENT OF FISH AND WILDLIFE  
Inland Deserts Region  
3602 Inland Empire Blvd., Suite C-220  
Ontario, CA 91764  
(909) 484-0459  
[www.wildlife.ca.gov](http://www.wildlife.ca.gov)

EDMUND G. BROWN, Jr., Governor  
CHARLTON H. BONHAM, Director



LATE  
9-28-15  
E



September 29, 2015

Mr. Matt Straite  
Project Planner  
Riverside County Planning Department  
4080 Lemon Street, 12<sup>th</sup> Floor  
P.O. Box 1409  
Riverside, CA 92502

Subject: Revised Focused Draft Environmental Impact Report  
Alessandro Commerce Centre Project  
State Clearinghouse No. 2008061136

Dear Mr. Straite:

The California Department of Fish and Wildlife (Department) appreciates the opportunity to comment on the Revised Focused Draft Environmental Impact Report (DEIR) for the Alessandro Commerce Centre Project (project) [State Clearinghouse No. 2008061136]. The Department is responding to the DEIR as a Trustee Agency for fish and wildlife resources (California Fish and Game Code Sections 711.7 and 1802, and the California Environmental Quality Act [CEQA] Guidelines Section 15386), and as a Responsible Agency regarding any discretionary actions (CEQA Guidelines Section 15381), such as the issuance of a Lake or Streambed Alteration Agreement (California Fish and Game Code Sections 1600 *et seq.*) and/or a California Endangered Species Act (CESA) Permit for Incidental Take of Endangered, Threatened, and/or Candidate species (California Fish and Game Code Sections 2080 and 2080.1).

#### Project Background

In April 2010, The County of Riverside circulated Environmental Impact Report 510 (Original EIR), for the development of the Alessandro Commerce Centre project and approved Tentative Parcel Map No. 35365 and Plot Plan No. 22925 (Original Project). The Original Project involved dividing the 54-acre project site into six industrial/commercial parcels for the development of eight buildings with 258,100 square feet of office uses, 42,300 square feet of light industrial/multi-tenant uses, and 10,000 square feet of retail uses.

Following a challenge by the Center for Biological Diversity, the Original EIR was revised and recirculated. The purpose of the Revised Focused DEIR is to (1) revise the biological analysis in the Original EIR to include the existence of the Private Conservation Area in the environmental setting as instructed by the court in its

Statement of Decision and as set forth in the settlement agreement between the Center for Biological Diversity, the Applicant, and the County; (2) update the text of the Original EIR to reflect the proposed Revised Project; (3) analyze any new environmental impacts not disclosed in the Original EIR that would result from the inclusion of the Private Conservation Area in the environmental setting and the changes to the Original Project; and (4) include a complete analysis of the environmental impacts associated with the completion of Brown Street and the off-site storm water improvements on March Joint Powers Authority Property.

### Project Description

The project site is located south of Alessandro Boulevard, east of Camino del Oro, north of Cactus Avenue, and west of Meridian Parkway, within an unincorporated area of Riverside County, California.

The project proposes to construct two separate industrial warehouse buildings, totaling up to 814,630 square feet of industrial warehouse uses, trailer parking and/or storage, detention basins, landscaping, fencing, and a 200-foot wide, 6.69-acre open space area on the western portion of the site. The revised project does not include the business park and commercial uses that were proposed in the Original Project.

### Biological Resources and Impacts

The Department has jurisdiction over the conservation, protection, and management of fish, wildlife, native plants, and the habitat necessary for biologically sustainable populations of those species (i.e., biological resources); and administers the Natural Community Conservation Planning Program (NCCP Program). The Department offers the comments and recommendations presented below to assist the County of Riverside (County; the CEQA lead agency) in adequately identifying and/or mitigating the project's significant, or potentially significant, impacts on biological resources.

Following review of the Biological Resources section of the DEIR, the Department identified a number of questions, comments and concerns, and requests that each of these be addressed prior to adoption of the final EIR. The Department's questions, comments, and concerns include:

1. Burrowing Owl. Mitigation Measure BR-1a requires a preconstruction burrowing owl survey to be conducted within 30 days prior to initiation of grading activities, and allows exclusion of owls from the site outside of the breeding season. The Department requests that Mitigation Measure BR-1a be conditioned to require consultation with the Department prior to any relocation (passive or active) of burrowing owls. We recommend notification to the Department if owls are found to be present within the area of impact and development of a conservation strategy in cooperation with the US Fish and Wildlife Service, the Regional Conservation Authority, and the Department.

2. Nesting Birds. Mitigation Measure BR-1b requires a nesting bird survey to be conducted prior to any ground-disturbing activities conducted from February 15 through August 30. However, some bird species (e.g., raptors) may commence nesting as early as January, and others may nest later than August 30. Due to the variation in nesting times between species, the Department recommends that nesting bird surveys take place regardless of the time of year, and that the surveys be conducted no more than three (3) days prior to initiation of vegetation removal or ground-disturbing activities, as instances of nesting may otherwise be missed.
  
3. Delineation of Streambed and Riparian/Riverine Habitat. Following review of aerial photography of the site, the Department has identified five features of interest which may, based on the topography of the site, represent ephemeral streams and/or upland swales, and which have not been identified or described in the DEIR. The northernmost area of interest is connected to the roadside culvert identified as "Area 2" in the Jurisdictional Delineation (Appendix A-2), and transverses the northwestern portion of the site in a northeast-southwest direction. The other features of interest are located approximately 65 feet, 315 feet, 570 feet, and 743 feet south of the area identified as "Area 5" in the Jurisdictional Delineation. Please describe the nature of these features, and clarify whether they convey flow.

The Department provides additional information regarding identification and delineation of dryland streams on its website at <https://www.wildlife.ca.gov/Conservation/LSA/Resources>, particularly *A Review of Stream Processes and Forms in Dryland Watersheds* and the *California Energy Commission Field Guide to Mapping Episodic Stream Activity (MESA)*. These documents are meant as technical references and are not required, but may be helpful in identifying episodic and ephemeral streams.

4. Mitigation for Streambed and Riparian/Riverine Impacts. Attachment A-4, the Determination of Biologically Equivalent or Superior Preservation (DBESP), proposes to mitigate for the project impacts to riparian and riverine habitat on-site through the creation of vegetated detention basins. While the Department appreciates and encourages the use of locally native riparian vegetation in the basins, the need to maintain the basins creates foreseeable ongoing disturbances that make them an inappropriate source of mitigation for the impacts to riparian/riverine and streambed habitat.

Mitigation Measure BR-2a states that if the proposed onsite mitigation is deemed insufficient by regulatory agencies, then the applicant shall fund off-site habitat restoration through the Santa Ana Watershed Association (SAWA). Please note that, since the circulation of the Original EIR, the Department's requirements for mitigation land holding and endowments have changed. On September 28, 2012, the Governor signed SB 1094 into law amending Government Code sections 65965-65968, which among other things expanded authorization for holding


mitigation lands and modified the requirements for mitigation endowments. When CDFW issues permits for a project, the project applicant may be required to transfer interest in real property to CDFW to mitigate the impact that the project will have on fish and wildlife resources. CDFW may authorize non-profit organizations, governmental entities, and special districts to hold title and manage the mitigation lands (Gov. Code, § 65967).

CDFW is required to conduct due diligence when approving non-profit organizations, governmental entities, and special districts to hold and manage mitigation lands. Specifically, Government Code section 65967 states, "[a] state or local agency shall exercise due diligence in reviewing the qualifications of a governmental entity, special district, or nonprofit organization to effectively manage and steward land, water, or natural resources."

For a list of conservation entities that have been approved to hold and manage mitigation lands, please see <https://www.wildlife.ca.gov/Conservation/CESA/Endowments>.

The Department appreciates the opportunity to comment on the DEIR for the Alessandro Commerce Centre Project (SCH No. 2008061136), and requests that the County address the Department's comments and concerns prior to adoption of the final EIR. If you should have any questions pertaining to these comments, please contact Gabriele Quillman at (909) 980-3818 or at [gabriele.quillman@wildlife.ca.gov](mailto:gabriele.quillman@wildlife.ca.gov).

Sincerely,

  
Leslie MacNair  
Regional Manager

cc: State Clearinghouse, Sacramento

### 2.3.1 Responses to Letter A

#### California Governor's Office of Planning and Research, State Clearinghouse

**Response to Comment 1.** The County acknowledges receipt and distribution of the Draft EIR by the State Clearinghouse. The County thanks the Clearinghouse for its assistance in this regard. For responses to the attached letter from the California Department of Fish and Wildlife, see Letter B.

**NOTE:** This comment does not result in any changes to the Draft EIR document.



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## 2.4 LETTER B: CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE



State of California - Natural Resources Agency  
DEPARTMENT OF FISH AND WILDLIFE  
Inland Deserts Region  
3602 Inland Empire Blvd., Suite C-220  
Ontario, CA 91764  
(909) 484-0459  
[www.wildlife.ca.gov](http://www.wildlife.ca.gov)

EDMUND G. BROWN, Jr., Governor  
CHARLTON H. BONHAM, Director



## LETTER B

September 29, 2015

Mr. Matt Straite  
Project Planner  
Riverside County Planning Department  
4080 Lemon Street, 12<sup>th</sup> Floor  
P.O. Box 1409  
Riverside, CA 92502

Subject: Revised Focused Draft Environmental Impact Report  
Alessandro Commerce Centre Project  
State Clearinghouse No. 2008061136

Dear Mr. Straite:

The California Department of Fish and Wildlife (Department) appreciates the opportunity to comment on the Revised Focused Draft Environmental Impact Report (DEIR) for the Alessandro Commerce Centre Project (project) [State Clearinghouse No. 2008061136]. The Department is responding to the DEIR as a Trustee Agency for fish and wildlife resources (California Fish and Game Code Sections 711.7 and 1802, and the California Environmental Quality Act [CEQA] Guidelines Section 15386), and as a Responsible Agency regarding any discretionary actions (CEQA Guidelines Section 15381), such as the issuance of a Lake or Streambed Alteration Agreement (California Fish and Game Code Sections 1600 *et seq.*) and/or a California Endangered Species Act (CESA) Permit for Incidental Take of Endangered, Threatened, and/or Candidate species (California Fish and Game Code Sections 2080 and 2080.1).

### Project Background

In April 2010, The County of Riverside circulated Environmental Impact Report 510 (Original EIR), for the development of the Alessandro Commerce Centre project and approved Tentative Parcel Map No. 35365 and Plot Plan No. 22925 (Original Project). The Original Project involved dividing the 54-acre project site into six industrial/commercial parcels for the development of eight buildings with 258,100 square feet of office uses, 42,300 square feet of light industrial/multi-tenant uses, and 10,000 square feet of retail uses.

Following a challenge by the Center for Biological Diversity, the Original EIR was revised and recirculated. The purpose of the Revised Focused DEIR is to (1) revise the biological analysis in the Original EIR to include the existence of the Private Conservation Area in the environmental setting as instructed by the court in its

Statement of Decision and as set forth in the settlement agreement between the Center for Biological Diversity, the Applicant, and the County; (2) update the text of the Original EIR to reflect the proposed Revised Project; (3) analyze any new environmental impacts not disclosed in the Original EIR that would result from the inclusion of the Private Conservation Area in the environmental setting and the changes to the Original Project; and (4) include a complete analysis of the environmental impacts associated with the completion of Brown Street and the off-site storm water improvements on March Joint Powers Authority Property.

### Project Description

The project site is located south of Alessandro Boulevard, east of Camino del Oro, north of Cactus Avenue, and west of Meridian Parkway, within an unincorporated area of Riverside County, California.

The project proposes to construct two separate industrial warehouse buildings, totaling up to 814,630 square feet of industrial warehouse uses, trailer parking and/or storage, detention basins, landscaping, fencing, and a 200-foot wide, 6.69-acre open space area on the western portion of the site. The revised project does not include the business park and commercial uses that were proposed in the Original Project.

### Biological Resources and Impacts

The Department has jurisdiction over the conservation, protection, and management of fish, wildlife, native plants, and the habitat necessary for biologically sustainable populations of those species (i.e., biological resources); and administers the Natural Community Conservation Planning Program (NCCP Program). The Department offers the comments and recommendations presented below to assist the County of Riverside (County; the CEQA lead agency) in adequately identifying and/or mitigating the project's significant, or potentially significant, impacts on biological resources.

Following review of the Biological Resources section of the DEIR, the Department identified a number of questions, comments and concerns, and requests that each of these be addressed prior to adoption of the final EIR. The Department's questions, comments, and concerns include:

1. Burrowing Owl. Mitigation Measure BR-1a requires a preconstruction burrowing owl survey to be conducted within 30 days prior to initiation of grading activities, and allows exclusion of owls from the site outside of the breeding season. The Department requests that Mitigation Measure BR-1a be conditioned to require consultation with the Department prior to any relocation (passive or active) of burrowing owls. We recommend notification to the Department if owls are found to be present within the area of impact and development of a conservation strategy in cooperation with the US Fish and Wildlife Service, the Regional Conservation Authority, and the Department.

1



2. Nesting Birds. Mitigation Measure BR-1b requires a nesting bird survey to be conducted prior to any ground-disturbing activities conducted from February 15 through August 30. However, some bird species (e.g., raptors) may commence nesting as early as January, and others may nest later than August 30. Due to the variation in nesting times between species, the Department recommends that nesting bird surveys take place regardless of the time of year, and that the surveys be conducted no more than three (3) days prior to initiation of vegetation removal or ground-disturbing activities, as instances of nesting may otherwise be missed.

2

3. Delineation of Streambed and Riparian/Riverine Habitat. Following review of aerial photography of the site, the Department has identified five features of interest which may, based on the topography of the site, represent ephemeral streams and/or upland swales, and which have not been identified or described in the DEIR. The northernmost area of interest is connected to the roadside culvert identified as "Area 2" in the Jurisdictional Delineation (Appendix A-2), and transverses the northwestern portion of the site in a northeast-southwest direction. The other features of interest are located approximately 65 feet, 315 feet, 570 feet, and 743 feet south of the area identified as "Area 5" in the Jurisdictional Delineation. Please describe the nature of these features, and clarify whether they convey flow.

3

The Department provides additional information regarding identification and delineation of dryland streams on its website at <https://www.wildlife.ca.gov/Conservation/LSA/Resources>, particularly *A Review of Stream Processes and Forms in Dryland Watersheds* and the *California Energy Commission Field Guide to Mapping Episodic Stream Activity (MESA)*. These documents are meant as technical references and are not required, but may be helpful in identifying episodic and ephemeral streams.

4. Mitigation for Streambed and Riparian/Riverine Impacts. Attachment A-4, the Determination of Biologically Equivalent or Superior Preservation (DBESP), proposes to mitigate for the project impacts to riparian and riverine habitat on-site through the creation of vegetated detention basins. While the Department appreciates and encourages the use of locally native riparian vegetation in the basins, the need to maintain the basins creates foreseeable ongoing disturbances that make them an inappropriate source of mitigation for the impacts to riparian/riverine and streambed habitat.

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Mitigation Measure BR-2a states that if the proposed onsite mitigation is deemed insufficient by regulatory agencies, then the applicant shall fund off-site habitat restoration through the Santa Ana Watershed Association (SAWA). Please note that, since the circulation of the Original EIR, the Department's requirements for mitigation land holding and endowments have changed. On September 28, 2012, the Governor signed SB 1094 into law amending Government Code sections 65965-65968, which among other things expanded authorization for holding

mitigation lands and modified the requirements for mitigation endowments. When CDFW issues permits for a project, the project applicant may be required to transfer interest in real property to CDFW to mitigate the impact that the project will have on fish and wildlife resources. CDFW may authorize non-profit organizations, governmental entities, and special districts to hold title and manage the mitigation lands (Gov. Code, § 65967).

CDFW is required to conduct due diligence when approving non-profit organizations, governmental entities, and special districts to hold and manage mitigation lands. Specifically, Government Code section 65967 states, “[a] state or local agency shall exercise due diligence in reviewing the qualifications of a governmental entity, special district, or nonprofit organization to effectively manage and steward land, water, or natural resources.”

For a list of conservation entities that have been approved to hold and manage mitigation lands, please see <https://www.wildlife.ca.gov/Conservation/CESA/Endowments>.

The Department appreciates the opportunity to comment on the DEIR for the Alessandro Commerce Centre Project (SCH No. 2008061136), and requests that the County address the Department’s comments and concerns prior to adoption of the final EIR. If you should have any questions pertaining to these comments, please contact Gabriele Quillman at (909) 980-3818 or at [gabriele.quillman@wildlife.ca.gov](mailto:gabriele.quillman@wildlife.ca.gov).

Sincerely,

  
Leslie MacNair  
Regional Manager

cc: State Clearinghouse, Sacramento



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## 2.4.1 Responses to Letter B

### CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

**Response to Comment 1.** The following modification will be made to Mitigation Measure BR-1a and is generally consistent with the Department's comment regarding burrowing owl (see also Response 1 to Letter G from the San Bernardino County Department of Public Works) although the specific wording differs from that proposed in the Department's letter:

**BR-1a** Burrowing owl (*Athene cunicularia*) - Pursuant to Objective 6 of the Species Account for the burrowing owl included in the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP), within 30 days prior to the issuance of a grading permit, a pre-construction presence/absence survey for the burrowing owl shall be conducted. A qualified biologist, who has a Memorandum of Understanding (MOU) on record with the County of Riverside, shall conduct the survey. A report documenting the results of this presence/absence survey shall be provided to the Riverside County Planning Department, Environmental Programs Division (EDP), for review and approval. If burrowing owl is present on the project site or within a 150-meter buffer zone, take of "active" nests shall be avoided pursuant to the MSHCP and the Migratory Bird Treaty Act. However, when the burrowing owl is present, relocation outside of nesting season (February 1 through August 31) by a qualified biologist shall be required. The EDP shall be consulted to determine appropriate type of relocation (active or passive) and translocation sites.

The County shall consult and coordinate with the Western Riverside County Regional Conservation Authority (RCA) prior to any relocation (passive or active) of burrowing owls from the project site. The County may also consult with the California Department of Fish and Wildlife (CDFW) and the U.S. Fish and Wildlife Service (USFWS).

**Response to Comment 2.** Regarding nesting birds, the County acknowledges that nesting periods may vary depending on the type or species of bird involved. However, this runs counter to the County's currently established development review procedures and CEQA mitigation requirements. The County believes this new precedent (i.e., conducting nesting bird surveys on a year-round basis) would place unreasonable burdens and uncertainty on property owners and/or developers. The County knows of no scientific data or studies, or other regulatory or legislative direction, requiring or identifying the need for year-round nesting bird surveys. Until such documentation is published or otherwise available, the County will continue to require nesting bird surveys from February 15 to August 30 per currently established County procedures.

However, the following modification will be made to Mitigation Measure BR-1b consistent with the Department's recommendation:

**BR-1b** Nesting Birds - The removal of any trees, shrubs, or any other potential nesting habitat shall be conducted outside the avian nesting season wherever practicable. The avian nesting season extends from February 15 through August 30. If ground-disturbing activities are scheduled during the nesting season, a survey for nesting birds shall be conducted by a qualified biologist no more than 3 days prior to any ground disturbing activities. If active nests are found within 500 feet of the planned impact area, the area of the nest shall be flagged, including an adequate buffer as determined by a qualified biologist, and the flagged area shall be avoided until a qualified biologist has determined that the nest is no longer active. This measure shall be implemented to the satisfaction of the County requirements until said nesting activity has concluded.



**Response to Comment 3.** The project site has been subject to repeated jurisdictional delineations (i.e., for the original project and the revised project) which followed procedures established by the U.S. Army Corps of Engineers and California Department of Fish and Wildlife for such studies. The results of these studies were outlined in the jurisdictional delineation reports and Determination of Biologically Equivalent or Superior Preservation (DBESP) reports for the project (Revised Focused Draft EIR Appendices A-2, A-4, A-5, and H-1). The areas of potential direct and indirect impact were clearly identified in those studies and summarized in the RFDEIR document (pages 4-27 and 4-28) as shown in the excepted Table 4.4.A below. The entire project site and adjacent March Joint Powers Authority property were surveyed for jurisdictional elements relative to the revised project and the connectivity of these areas, if any, were described in those documents.

**Table 4.4.A: Project-Related Jurisdictional Impacts**

Area	Potential Federal <sup>1</sup> Jurisdictional Areas		Potential State <sup>2</sup> Jurisdictional Areas	
	Existing	Permanent Impacts <sup>3</sup>	Existing	Permanent Impacts <sup>3</sup>
Ditch 1	0.05	0.04	0.11	0.08
Area 1	—		0.05	-
Area 2	—		0.17	0.06
Area 3	—		0.01	0.01
Area 4	0.40		0.55	0.06
Area 5	—		-	-
<b>TOTAL</b>	<b>0.44 acre</b>	<b>0.04 acre</b>	<b>0.89 acre</b>	<b>0.21 acre</b>

Source: 2013 LSA Associates Inc., Jurisdictional Delineation Report – Fieldwork conducted April and May 2013

<sup>1</sup> U.S. Army Corps of Engineers and Regional Water Quality Control Board non-wetland waters jurisdiction (Area 4 is slightly under 0.4 acre so total does not equal sum of individual areas due to rounding)

<sup>2</sup> California State Department of Fish and Wildlife

<sup>3</sup> Impacts based on current Revised Project site plan

The County believes the RFDEIR has adequately characterized the various drainages and potential impacts to these drainages for the purposes of CEQA compliance. In addition, impacts to these drainage areas will have to be verified as part of the subsequent regulatory permitting processes through the U.S. Army Corps of Engineers and the California Department of Fish and Wildlife.

**Response to Comment 4.** The Department comment indicates it considers onsite detention basins to be inappropriate as mitigation for loss of streambed and riparian/riverine resources which means the project will likely have to provide offsite mitigation during its subsequent regulatory permitting process. The following changes have been made to Mitigation Measure BR-2a to address the Department's comments regarding these impacts (NOTE: changes from the draft to the revised focused DEIR are shown in single underline, changes in response to the Department's most recent comments are shown in double underline):

**BR-2a** To the greatest extent feasible, the project applicant will mitigate the riparian/riverine habitat onsite through either avoidance or onsite creation of biologically equivalent or superior habitat to ensure replacement of any lost function or value of the riparian/riverine habitat. To the greatest extent feasible, the project applicant will mitigate loss of riparian/riverine habitat onsite through either avoidance or onsite creation of biologically equivalent or superior habitat to ensure replacement of any lost function or value of the riparian/riverine habitat. The applicant shall provide onsite habitat at a ratio of 1:1. If onsite mitigation is determined to be insufficient by the resource agencies, the Project



applicant shall mitigate any residual onsite impacts to riparian/riverine habitat by funding offsite restoration activities at a ratio of 3:1. The restoration will be done through the Santa Ana Watershed Association or other conservation organization acceptable to the California Department of Fish and Wildlife, including but not limited to the Department itself, to ensure high quality habitat is preserved /restored within the same watershed as the impact area.

**Response to Comment 5.** The County appreciates the Department's comments and believes the responses and changes to the project Mitigation Measures adequately address the Department's concerns.

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## 2.5 LETTER C: SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT



# South Coast Air Quality Management District

21865 Copley Drive, Diamond Bar, CA 91765-4178  
(909) 396-2000 • www.aqmd.gov

SENT VIA E-MAIL AND USPS:  
[mstraite@rctlma.org](mailto:mstraite@rctlma.org)

September 29, 2015

**LETTER C**

Mr. Matt Straite, Project Planner  
4080 Lemon St. 12<sup>th</sup> Floor  
P.O. Box 1409  
Riverside, CA 92502

**Revised Focused Draft Environmental Impact Report (RFDEIR) for the Proposed  
Plot Plan No. 25422 – Alessandro Commerce Centre Revised Focus EIR**

The South Coast Air Quality Management District (SCAQMD) appreciates the opportunity to comment on the above-mentioned document. The following comments are meant as guidance for the lead agency and should be incorporated into the Final CEQA document.

In April 2010, the County of Riverside (County) certified Environmental Impact Report 510 (Original EIR) for the development of Alessandro Commerce Center project and approved Tentative Parcel Map No. 35365 and Plot Plan 22925. The Original EIR was subsequently successfully challenged and a settlement agreement was entered into to settle this lawsuit. Subsequent to the court decision, a Revised Project was submitted to the County to be incorporated into a Revised Focused Draft Environmental Impact Report (RFDEIR) that would address both the direction from the court on the Original EIR and impacts of the new Revised Project.

In the project description, the lead agency proposes the construction of two buildings for warehouse distribution and office space uses totaling approximately 814,630 square feet on a 54 acre site. Based on traffic studies from the Original Project, the lead agency projects 779 daily truck trips operating at the site. In the Air Quality Section, the lead agency quantified the project's construction and operation air quality impacts and has compared those impacts with the SCAQMD's recommended regional and localized daily significance thresholds. Based on its analyses, the lead agency has determined that operational air quality impacts will exceed the recommended regional daily significance threshold for NO<sub>x</sub>.

The SCAQMD staff has concerns regarding the assumptions used in the air quality analysis, specifically the construction and operational portion of the CalEEMod land use model. It is unclear how the lead agency determined the construction and operational emissions. The lead agency should provide additional information and documentation to justify construction activities, truck trips, and truck fleet mixes as well as providing output files. Additionally, since the proposed project will result in significant NO<sub>x</sub> impacts, all feasible mitigation measures should be included in the Final CEQA document to further reduce the significant impacts. Details are included in the attachment.

Pursuant to Public Resources Code Section 21092.5, SCAQMD staff requests that the lead agency provide the SCAQMD with written responses to all comments contained herein prior to the adoption of the Final EIR. The SCAQMD staff is available to work with the Lead Agency to address these issues and any other air quality questions that may arise. Please contact Jack Cheng, Air Quality Specialist CEQA Section, at (909) 396-2448, if you have any questions regarding the enclosed comments.

2

Sincerely,

*Jillian Wong*

Jillian Wong, Ph.D.  
Program Supervisor  
Planning, Rule Development & Area Sources

Attachment  
JW:JC  
RVC150814-04  
Control Number

## Attachment

### General Comments

1. Sufficient information should be included to understand the assumptions used in the air quality analyses for regional and localized emission impacts. For example, the following should be included based on the project description: the estimated construction start and completion dates; the amount of debris demolition, the number of daily haul trips and approximately distance(s) to the disposal site(s) should be disclosed; the amount of soil export, the soil disposal destination site(s) distance(s), number of daily haul trips; a construction equipment list (e.g., numbers, types of construction equipment, hours of operation per day, etc.) should also be included in the Final EIR document. These assumptions can be included in the narration, table(s), footnotes, as an appendix, or included with the modeling output sheets.

3

### Health Risk Assessment (HRA) and Localized Significance Threshold (LST) Analysis

2. The American Meteorological Society/Environmental Protection Agency Regulatory Model Improvement Committee (AERMIC) was formed to introduce state-of-the-art modeling concepts into the EPA's air quality models. Through AERMIC, a modeling system, AERMOD, was introduced that incorporated air dispersion based on planetary boundary layer turbulence structure and scaling concepts, including treatment of both surface and elevated sources, and both simple and complex terrain. As of December 9, 2006, AERMOD is fully promulgated as a replacement to ISC3, in accordance with [Appendix W \(http://www.epa.gov/ttn/scram/dispersion\\_prefrec.htm\)](http://www.epa.gov/ttn/scram/dispersion_prefrec.htm). AERMOD is a steady-state plume model that incorporates air dispersion based on planetary boundary layer turbulence structure and scaling concepts, including treatment of both surface and elevated sources, and both simple and complex terrain. The lead agency used SCREEN3 to prepare the dispersion modeling for the HRA. Therefore, SCAQMD staff recommends that the lead agency revise the HRA analysis using the latest version of AERMOD (version 15181). SCAQMD's modeling guidance for AERMOD can be found at <http://www.aqmd.gov/home/library/air-quality-data-studies/meteorological-data/modeling-guidance>. Please note that when using AERMOD, the regulatory default option should be used (i.e. without the use of the "FASTALL" or "FLAT" options). If the lead agency wishes to use the FASTALL option or any other regulatory non-default options, SCAQMD staff should be consulted prior to the start of modeling.

4

### Air Quality Analysis - Operations

3. Based on a review of the project's emissions calculations in Appendix C-5: CalEEMod Input Parameters, the lead agency determined the proposed Project's air quality impacts using emission factors for unrefrigerated warehouses/truck activity. Since the future tenant is unknown, SCAQMD staff recommends that the lead agency include a mitigation measure that precludes the use of refrigerated warehousing at the Project site or revise the air quality analysis to account for emissions from refrigerated warehouse uses.

5

### Construction Mitigation Measures for Reducing NOx emissions

4. SCAQMD staff recommends that AQ-1a be replaced with the following construction Mitigation Measures:
  - All off-road diesel-powered construction equipment greater than 50 hp shall meet the Tier 4 emission standards. In addition, all construction equipment shall be outfitted with BACT devices certified by CARB. Any emissions control device used by the contractor shall achieve emissions reductions that are no less than what could be achieved by a Level 3 diesel emissions control strategy for a similarly sized engine as defined by CARB regulations.

6

- Alternatively, the Lead Agency could rely on the Green Construction Policy<sup>1</sup> used by LA County Metro or the ports of Los Angeles/Long Beach. These policies include provisions to ‘step down’ from Tier 4 equipment to Tier 3 or Tier 2 if specified criteria are met.
- Require the use of 2010 and newer diesel haul trucks (e.g., material delivery trucks and soil import/export) and if the lead agency determines that 2010 model year or newer diesel trucks cannot be obtained, the lead agency shall use trucks that meet EPA 2007 model year NOx emissions requirements.
- A copy of each unit’s certified tier specification, BACT documentation, and CARB or SCAQMD operating permit shall be provided at the time of mobilization of each applicable unit of equipment.
- Require the use of electricity from power poles rather than temporary diesel or gasoline power generators.
- Provide temporary traffic controls such as a flag person, during all phases of significant construction activity to maintain smooth traffic flow.
- Provide dedicated turn lanes for movement of construction trucks and equipment on- and off-site.
- Reroute construction trucks away from congested streets or sensitive receptor areas.
- Improve traffic flow by signal synchronization.

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**Mitigation Measures for Operational Air Quality Impacts (Mobile Sources)**

5. During project operations, the Lead Agency has determined that project operation emissions are significant for Volatile Organic Compounds (VOC) and Oxides of Nitrogen (NOx), Carbon Monoxide (CO), Particulate Matter (PM10) and PM2.5, primarily from on-road mobile sources including truck activity emissions. The SCAQMD staff therefore recommends the following change and additional measures that should be incorporated into the Final EIR to reduce exposure to sensitive receptors and reduce project air quality impacts:

Additional Mitigation Measures:

- Require the use of 2010 compliant diesel trucks, or alternatively fueled, delivery trucks (e.g., food, retail and vendor supply delivery trucks) at commercial/retail sites upon project build-out. If this isn’t feasible, consider other measures such as incentives, phase-in schedules for clean trucks, etc.
- Provide minimum buffer zone of 300 meters (approximately 1,000 feet) between truck traffic and sensitive receptors based on guidance from the California Air Resource Board (CARB) guidance.<sup>2</sup>
- Limit the daily number of trucks allowed at each facility to levels analyzed in the Final EIR. If higher daily truck volumes are anticipated to visit the site, the Lead Agency should commit to re-evaluating the project through CEQA prior to allowing this higher activity level.
- Design the site such that any check-in point for trucks is well inside the facility to ensure that there are no trucks queuing outside of the facility.
- On-site equipment should be alternative fueled.
- Provide food options, fueling, truck repair and or convenience stores on-site to minimize the need for trucks to traverse through residential neighborhoods.
- Improve traffic flow by signal synchronization.
- Have truck routes clearly marked with trailblazer signs, so that trucks will not enter residential areas.
- Because the proposed Project generates significant regional emissions, the lead agency should require mitigation that requires accelerated phase-in for non-diesel powered trucks. For example, natural gas

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<sup>1</sup> Los Angeles County Metropolitan Transportation Authority, July 21, 2011: <http://www.metro.net/about/search/?q=green%20construction%20policy>

<sup>2</sup> CARB: Air Quality and Land Use Handbook: A Community Health Perspective, April 2005, Page4 for Distribution Centers.

trucks, including Class 8 HHD trucks, are commercially available today. Natural gas trucks can provide a substantial reduction in health risks, and may be more financially feasible today due to reduced fuel costs compared to diesel. In the Final CEQA document, the Lead Agency should require a phase-in schedule for these cleaner operating trucks to reduce project impacts. SCAQMD staff is available to discuss the availability of current and upcoming truck technologies and incentive programs with the Lead Agency and project applicant.

7

- At a minimum, require upon occupancy that do not already operate 2007 and newer trucks to apply in good faith for funding to replace/retrofit their trucks, such as Carl Moyer, VIP, Prop 1B, or other similar funds. Should funds be awarded, the occupant should also be required to accept and use them.

#### **Electric Vehicle (EV) Charging Stations**

6. Trucks that can operate at least partially on electricity have the ability to substantially reduce the significant NOx impacts from this project. Further, trucks that run at least partially on electricity are projected to become available during the life of the project as discussed in the 2012 Regional Transportation Plan. It is important to make this electrical infrastructure available when the project is built so that it is ready when this technology becomes commercially available. The cost of installing electrical charging equipment onsite is significantly cheaper if completed when the project is built compared to retrofitting an existing building. Therefore, the SCAQMD staff recommends the lead agency require the proposed facility and other plan areas that allow truck parking to be constructed with the appropriate infrastructure to facilitate sufficient electric charging for trucks to plug-in. Similar to the City of Los Angeles requirements for all new projects, the SCAQMD staff recommends that the Lead Agency require at least 5% of all vehicle parking spaces (including for trucks) include EV charging stations.<sup>3</sup> Further, electrical hookups should be provided at the onsite truck stop for truckers to plug in any onboard auxiliary equipment. At a minimum, electrical panels should appropriately sized to allow for future expanded use.

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<sup>3</sup> [http://ladbs.org/LADBSWeb/LADBS\\_Forms/Publications/LAGreenBuildingCodeOrdinance.pdf](http://ladbs.org/LADBSWeb/LADBS_Forms/Publications/LAGreenBuildingCodeOrdinance.pdf)



## 2.5.1 Response to Letter C

### SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

**Response to Comment 1.** The specific comments raised by SCAQMD staff are addressed below. Appendix E of this FEIR includes the CalEEMod input and output files as requested. Due to the type of project proposed, extensive NO<sub>x</sub> mitigation as recommended by District staff is infeasible (see Responses 6 through 8 below).

**Response to Comment 2.** As required by CEQA, the County is providing District staff with responses to all comments made on the RFDEIR. Please submit any additional comments you may have to the County as outlined earlier in this FEIR document.

**Response to Comment 3.** The information requested by District staff regarding construction and operational activities are largely included in the project air quality study appendices (RFDEIR Appendices C-1 through C-6) and in Section U-4 of the RFDEIR regarding energy conservation (i.e., “Would the project conflict with the State CEQA Guidelines Appendix F regarding energy conservation?”) as outlined on pages 4-92 to 4-96 of the RFDEIR. In addition, the CalEEMod input and output files for the revised project are included in Appendix E of this FEIR.

**Response to Comment 4.** The screening health risk assessment was performed to determine if a more detailed AERMOD analysis was warranted. Because the screening HRA is very conservative (i.e., the screening results are much higher than a more detailed analysis would show), the screening analysis indicated that the maximum carcinogenic risk levels were less than 3 percent of the threshold and chronic levels were far less than 0.1 percent of the threshold. Therefore, according to SCAMQD methodology; there is no need for a detailed HRA using the AERMOD model.

**Response to Comment 5.** Based on the District’s comment, Mitigation Measure AQ-1j will be modified as shown below regarding the operation of refrigerated warehouse space (added text shown in double underline)(see also Response to Comment 8 for additional text):

- AQ-1j** Documentation of compliance with the following measures shall be provided to the Riverside County Planning Department and Building Official for review and approval prior to issuance of building permit(s) and approval of features shall be confirmed by the County Building Official prior to certificate of occupancy.
- i) The Project shall install solar water heating for the office portions of warehouse buildings to the extent practical, as determined by the County.
  - ii) The Project shall recycle construction debris to the extent practical, consistent with County requirements/programs.
  - iii) The Project shall provide material recycling including, but not limited to, mixed paper and cardboard, consistent with County programs/requirements.
  - iv) The Project shall allow natural lighting to the extent practical to help reduce or minimize the use of internal electrical illumination.
  - v) The Project shall not provide refrigerated warehouse space or demonstrate that emissions from onsite warehousing will not exceed the limits identified in the EIR including any proposed refrigeration.

**Response to Comment 6.** District staff requested the use of 2010 or newer diesel haul trucks and, if 2010 trucks could not be obtained, that trucks meeting the EPA 2007 model year NOx emission requirements be used. Based on the District's comment, Mitigation Measure AQ-1a will be modified as shown below to help reduce NOx emissions from project construction (added text shown in double underline, deleted text shown in strikeout):

**AQ-1a** All diesel-powered construction equipment in use in excess of 50 horsepower shall ~~require emission control equipment with a minimum of Tier II diesel particulate filter emission controls resulting in a minimum of 50 percent particulate matter control.~~ meet the Tier 4 emission standards. Diesel haul trucks shall meet EPA 2010 emission requirements. If the developer can demonstrate to the County that 2010 vehicles are not readily available within a 50-mile radius of the project, trucks meeting the EPA 2007 model year NOx emission requirements may be used at the discretion of the County.

District staff also requested the following language be included in this measure... *"In addition, all construction equipment shall be outfitted with BACT devices certified by CARB. Any emissions control device used by the contractor shall achieve emission reductions that are no less than what could be achieved by a Level 3 diesel emission control strategy for a similarly sized engine as defined by CARB regulations."* The County will include the Tier 4 requirement as outlined above, and believes this is sufficient to control the construction NOx emissions. The County would have no effective way of assuring the other items requested by District staff would be implemented.

District staff suggested an alternative of using the *Green Construction Policy of the LA County Metro or ports of Los Angeles/Long Beach*, but it would not be needed since Mitigation Measure AQ-1a was modified as recommended by the District to include Tier 4 emission standards for diesel construction equipment.

District staff recommended the use of power poles rather than onsite generators which is already a requirement of Mitigation Measure AQ-1n.

District staff requested the project provide temporary traffic controls, dedicated turn lanes, routing traffic away from sensitive receptors, and synchronizing signals. These items are included in Mitigation Measure AQ-1d as shown below, therefore, no changes are needed to this measure.

**AQ-1d** Prior to Project construction, the Project proponent will provide a traffic control plan that will require:

- Construction parking to be configured such that traffic interference is minimized;
- Dedicated turn lanes for movement of construction trucks and equipment on and offsite;
- Schedule construction activities that affect traffic flow on the arterial system to off-peak hours to the extent practicable;
- Reroute construction trucks away from congested streets or sensitive receptor areas; and
- Improve traffic flow by temporary signal synchronization if possible.

**Response to Comment 7.** The following address the specific measures suggested by AQMD staff.

**2010 Compliance Trucks.** District staff recommends the use of trucks that meet the 2010 EPA requirements. If this project was a specific user with its own truck fleet proposing a warehouse building, it

might be possible for the developer to implement such as request even though it exceeds current federal and state requirements for such trucks. However, this project does not designate a specific user, users, or tenants at this time, so such a requirement would be infeasible given the nature of this project.

**Zero/Near Zero Emission or Alternative Fuel Trucks.** Zero and near-zero emission truck technologies include battery-electric trucks, fuel cell trucks, dual-mode (hybrid) electric trucks with all-electric range, natural gas fueled trucks, and potentially other technologies. These technologies are still in the testing stages and are not commercially available. There are no commercially viable zero-emission or hybrid trucks currently available and it is unknown whether any such demonstration project would be successful and lead to commercially viable zero-emission or hybrid trucks in the future. To require a project to use these types of technologies is not feasible because they are not available, it is unknown when or if they will become feasible in the future.

The Port of Los Angeles is testing various types of zero-emission technology solutions for heavy-duty vehicles as part of its Clean Air Action Plan and through its joint Technology Advancement Program with the Port of Long Beach.<sup>16</sup> The SCAQMD provided money to the port through a \$4.1 million dollar grant from the U.S. Department of Energy. This money funded only 13 zero emission trucks: Balgon plug-in, hydrogen Fuel Cell truck, Transpower plug-in, and U.S. Hybrid plug-in. These trucks have a low range of travel between 100 miles and 200 miles per charge. The Port of Long Beach states that the use of electric and hydrogen fuel cell trucks is currently not feasible:

*“The trucks may result in feasible technology to provide zero emissions goods movement between Pier S and near-dock rail yards. Until the trucks have successfully completed their prototype testing and are being produced for the commercial market, they are not yet considered viable zero-technology options. The reliability and durability of heavy-duty electric trucks in a short-haul port-duty cycle have yet to be proven. At this time, no commercial production zero emissions drayage truck is available or expected to be available in the near future. Because the technology is still in the development stage, the Port does not include requirements within the environmental documents for a single terminal, but rather continues to update the CTP [Clean Trucks Program]. In addition, a viable business model for zero emissions technology has not yet been established. Given the initial high cost of equipment and reduced operating characteristics of current prototype zero emissions equipment, additional investigation is necessary to determine the financial viability of this equipment following prototype demonstration and prior to any small-scale deployment.”<sup>1</sup>*

According to the most recent monthly inventory, there were no electric hybrid trucks in the Port of Los Angeles out of 12,226 trucks<sup>2</sup>. There are also problems with some zero emission technologies, such as batteries. While diesel fuel is a dense energy source, yielding sufficient energy per unit weight to haul 50,000-pound loads, batteries do not have sufficient energy density. Rather, the batteries would outweigh payload, sacrificing efficiency and requiring many more trucks to be on the road per unit of goods transported<sup>3</sup>. For these reasons, zero and near zero emission trucks are not considered practical or feasible for implementation on this project.

<sup>1</sup> Port of Long Beach. Pier S Marine Terminal & Back Channel Improvements. Final EIS/FEIR, November 2012.

<sup>2</sup> Port of Los Angeles – Clean Truck Program – Gate Move Data Analysis, July 1, 2013-July 31, 2013.

[http://www.portoflosangeles.org/ctp/ctp\\_Cargo\\_Move\\_Analysis.pdf](http://www.portoflosangeles.org/ctp/ctp_Cargo_Move_Analysis.pdf). Accessed November 22, 2013.

<sup>3</sup> Statement of Daimler Trucks North America regarding California Air Resources Board, Workshop to Consider Vision for Clean Air: A Framework for Air Quality and Climate Planning. September 20, 2012. [www.arb.ca.gov/lists/visionforcleanairw/5-dtna\\_comments\\_to\\_carb\\_re\\_vision\\_paper\\_-\\_20sep12.pdf](http://www.arb.ca.gov/lists/visionforcleanairw/5-dtna_comments_to_carb_re_vision_paper_-_20sep12.pdf)

**Limit the Number of Trucks Using the Site.** District staff recommends the use of alternative fuel trucks, use trucks that meet the 2010 EPA requirements, or limit the number of trucks that use this facility. If this project was a specific user with its own truck fleet proposing a warehouse building, it might be possible for

the developer to implement such as request even though it exceeds current federal and state requirements for such trucks. However, this project does not designate a specific user, users, or tenants at this time, so such a requirement would be infeasible given the nature of this project

**Site design to prevent queuing offsite.** The project is designed to prevent queuing by having a long entry aisle at the southeast corner of Building 1 and a long curving entrance at the northeast corner of Building 2. In any case, any queuing beyond the entry driveways of the two buildings would be onto Brown Street, which is still onsite, and not Alessandro Boulevard which is offsite.

**300-meter or 1000-Foot Buffer.** District staff recommended a 1000-foot buffer between project truck traffic and sensitive receptors. The project already provides a +200-foot buffer between the closest sensitive receptors (residences to the west) and truck travel areas for Building 1. The project also provides a +850-foot buffer from sensitive receptors to Building 2. Providing a 1000-foot buffer from Building 1 would make the project infeasible as the project site is only a little over 1,000 feet wide immediately east of the existing residences and would preclude building a warehouse building in this location. The County believes that the project as proposed would provide sufficient buffers between sensitive receptors and onsite uses, as discussed in Section 4.3 of the RFDEIR.

**Onsite land uses.** District staff recommended a variety of uses onsite to prevent trips through residential areas. However, the proposed project is adjacent to Alessandro Boulevard, a major arterial, which provides direct access to the I-215 Freeway to the east as well as regional shopping centers off of Alessandro Boulevard to the east and west. Therefore, the project location would preclude the need for other onsite uses.

**Response to Comment 8.** District staff recommends installation of electric truck charging stations. For the reasons outlined above, the County will not require the applicant to commit to zero or near zero emission trucks or alternative fuel trucks as a requirement of this entitlement, which would be in excess of current federal and state requirements, However, Mitigation Measure AQ-1j will be modified as follows to include electric vehicle charging stations for each warehouse building [note that sub-section (v) was added in response to Comment 5 above, and sub-section (vi) is being added in response to this comment]:

**AQ-1j** Documentation of compliance with the following measures shall be provided to the Riverside County Planning Department and Building Official for review and approval prior to issuance of building permit(s) and approval of features shall be confirmed by the County Building Official prior to certificate of occupancy.

- i) The Project shall install solar water heating for the office portions of warehouse buildings to the extent practical, as determined by the County.
- ii) The Project shall recycle construction debris to the extent practical, consistent with County requirements/programs.
- iii) The Project shall provide material recycling including, but not limited to, mixed paper and cardboard, consistent with County programs/requirements.
- iv) The Project shall allow natural lighting to the extent practical to help reduce or minimize the use of internal electrical illumination.

(v) The Project shall not provide refrigerated warehouse space or demonstrate that emissions from onsite warehousing will not exceed the limits identified in the EIR including any proposed refrigeration.

(vi) Each warehouse building will provide two electric vehicle charging stations in conjunction with the office uses of each building.

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## 2.6 LETTER D: PECHANGA<sup>1</sup> NATIVE AMERICAN TRIBE

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<sup>1</sup> Temecula Band of Luiseno Mission Indians



**PECHANGA CULTURAL RESOURCES**  
*Temecula Band of Luiseño Mission Indians*

Post Office, Box 2183 • Temecula, CA 92593  
Telephone (951) 308-9295 • Fax (951) 506-9491

**LETTER D**

September 30, 2015

**VIA E-MAIL and USPS**

Mr. Matt Straite  
Project Planner  
County of Riverside TLMA  
4080 Lemon Street, 12<sup>th</sup> Floor  
Riverside, CA 92502

**Re: Pechanga Tribe Comments on the Revised Focused Environmental Impact Report for the Alessandro Commerce Centre Project, PP 25422**

Dear Mr. Straite:

This comment letter is written on behalf of the Pechanga Band of Luiseño Indians (hereinafter; "the Tribe"), a federally recognized Indian tribe and sovereign government. The Tribe formally requests, pursuant to Public Resources Code §21092.2, to be notified and involved in the entire CEQA environmental review process for the duration of the above referenced project (the "Project"). The Tribe further requests to be directly notified of all public hearings and scheduled approvals concerning this Project and that the County incorporate these comments into the record of approval for this Project.

The Tribe submits these comments concerning the Project's proposed impacts to cultural resources as evaluated in the Revised Focused Environmental Impact Report (RFEIR). After review of the proposed mitigation measures, the Tribe does not agree that they are sufficiently detailed to address the importance of the area and to mitigate the direct impacts to the Payómkawichum (Luiseño) village that the development is proposing to destroy. As such, our proposed revised mitigation measures are proposed below and we request that the County incorporate them as both mitigation measures and conditions of approval in all Project documentation.

As the County is aware, the Tribe has consulted on this Project since 2008. We have consistently informed the Project archaeologist (both MBA and LSA) and the previous and current County archaeologists, through face to face consultations and in written letters that this Project lies within a known village site which extends throughout the Sycamore Canyon area for several miles. The significance of the area is alluded to in the RFEIR Cultural Resources Section but still was not taken into account during the Phase II Evaluation Program as the sites were not analyzed on a regional basis. The Tribe believes that this piecemealing technique practiced by

Chairperson:  
Mary Bear Magee

Vice Chairperson:  
Darlene Miranda

Committee Members:  
Evie Gerber  
Bridgett Barcello Maxwell  
Richard B. Scearce, III

Director:  
Gary DuBois

Coordinator:  
Paul Macarro

Planning Specialist:  
Tuba Ebru Ozdil

Cultural Analyst:  
Anna Hoover

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archaeologists is deliberately intended to reduce the connectivity of cultural resources, which diminishes their significance, making it easier to destroy these non-renewable resources. We do not condone this practice nor can we support a Project that encourages destruction. The Pechanga Band is not opposed to this Project; however, we are opposed to any direct, indirect and cumulative impacts this Project may have to tribal cultural resources. We further believe that only through avoidance can these sites be truly mitigated.

**THE COUNTY OF RIVERSIDE MUST INCLUDE INVOLVEMENT OF AND CONSULTATION WITH THE PECHANGA TRIBE IN ITS ENVIRONMENTAL REVIEW PROCESS**

It has been the intent of the Federal Government<sup>1</sup> and the State of California<sup>2</sup> that Indian tribes be consulted with regard to issues which impact cultural and spiritual resources, as well as other governmental concerns. The responsibility to consult with Indian tribes stems from the unique government-to-government relationship between the United States and Indian tribes. This arises when tribal interests are affected by the actions of governmental agencies and departments. In this case, it is undisputed that the Project lies within the Pechanga Tribe's traditional territory.

Therefore, in order to comply with CEQA and other applicable Federal and California law, the County of Riverside has consulted with the Tribe in order to guarantee an adequate knowledge base for an appropriate evaluation of the Project effects, as well as generating adequate mitigation measures. The Tribe was not provided with a copy of the mitigation measures prior to public review of the RFEIR. Thus, our comments and suggested edits are provided below for review and inclusion in all final Project documentation.

**PECHANGA CULTURAL AFFILIATION TO PROJECT AREA**

The Pechanga Tribe asserts that the Project area is part of Payómkawichum, and therefore the Tribe's, aboriginal territory as evidenced by the existence of a Payómkawichum Village Complex, named places, *tóota yixélval* (rock art, pictographs, petroglyphs), and an extensive artifact record in the vicinity of the Project. This culturally sensitive area is affiliated with the Pechanga Band of Luiseño Indians because of the Tribe's cultural ties to this area as well as extensive history with both this Project and other projects within the area.

The Pechanga Tribe's knowledge of our ancestral boundaries is based on reliable information passed down to us from our elders; published academic works in the areas of

<sup>1</sup>See e.g., Executive Memorandum of April 29, 1994 on Government-to-Government Relations with Native American Tribal Governments, Executive Order of November 6, 2000 on Consultation and Coordination with Indian Tribal Governments, Executive Memorandum of September 23, 2004 on Government-to-Government Relationships with Tribal Governments, and Executive Memorandum of November 5, 2009 on Tribal Consultation.  
<sup>2</sup> See California Public Resource Code §5097.9 et seq.; California Government Code §§65351, 65352.3 and 65352.4



anthropology, history and ethno-history; and through recorded ethnographic and linguistic accounts. Of the many anthropologists and historians who have presented boundaries of the Luiseño traditional territory, none have excluded this area of Riverside County area from their descriptions (Sparkman 1908; Kroeber 1925; White 1963; Harvey 1974; Oxendine 1983; Smith and Freers 1994), and such territory descriptions correspond almost identically with that communicated to the Pechanga people by our elders. While historic accounts and anthropological and linguistic theories are important in determining traditional Luiseño territory, the most critical sources of information used to define our traditional territories are our songs, creation accounts, and oral traditions.

Luiseño history originates with the creation of all things at *'éxva Teméeku*, in the present day City of Temecula, and dispersing out to all corners of creation (what is today known as Luiseño territory). It was at Temecula that the Luiseño deity *Wuyóot* lived and taught the people, and here that he became sick, finally expiring at Lake Elsinore. Many of our songs relate the tale of the people taking the dying *Wuyóot* to the many hot springs within the region and finally to the springs at Elsinore, where he died (DuBois 1908). He was cremated at *'éxva Teméeku*. It is the Payómkawichum creation account that connects Elsinore to Temecula, and thus to the surrounding region where our songs and stories record the traveling of the People. From Elsinore, the people spread out, establishing villages and marking their territories. The first people also became the mountains, plants, animals and heavenly bodies.

Many traditions and stories are passed from generation to generation by songs. One of the Payómkawichum songs recounts the travels of the people to Elsinore after a great flood (DuBois 1908). From here, they again spread out to the north, south, east and west. Three songs, called *Kaamalam/Monívol*, are songs of the places and landmarks that were destinations of the Payómkawichum ancestors, several of which are located near the Project area. They describe the exact route of the Temecula (Pechanga) people and the landmarks made by each to claim title to places in their migrations (DuBois 1908:110). In addition, Pechanga elders state that the Temecula/Pechanga people had usage/gathering rights to an area extending from Rawson Canyon on the east, over to Lake Mathews on the northwest, down Temescal Canyon to Temecula, eastward to Aguanga, and then along the crest of the Cahuilla range back to Rawson Canyon. The Project area is located within the northeastern area of this culturally affiliated territory. The Native American Heritage Commission (NAHC) Most Likely Descendent (MLD) files substantiate this habitation and migration record from oral tradition. These examples illustrate a direct correlation between the oral tradition and the physical place; proving the importance of songs and stories as a valid source of information outside of the published anthropological data.

*Tóota yixélval* (rock art) is also an important element in the determination of Luiseño territorial boundaries. *Tóota yixélval* can consist of petroglyphs (incised) elements, or pictographs (painted) elements. The science of archaeology tells us that places can be described through these elements. Riverside and Northern San Diego Counties are home to red-pigmented pictograph panels. Archaeologists have adopted the name for these pictograph-versions, as

defined by Ken Hedges of the Museum of Man, as the San Luis Rey style. The San Luis Rey style incorporates elements which include chevrons, zig-zags, dot patterns, sunbursts, handprints, net/chain, anthropomorphic (human-like) and zoomorphic (animal-like) designs. Tribal historians and photographs inform us that some design elements are reminiscent of Luiseño ground paintings. A few of these design elements, particularly the flower motifs, the net/chain and zig-zags, were sometimes depicted in Payómkawichum basket designs and can be observed in remaining baskets and textiles today. The Tribe is aware of several *tóota yixélval* within a few miles surrounding the Project. These are primarily located in a village to the southeast, and to the southwest and west within a known village however, multiple other *tóota yixélval* are located within the City of Riverside to the north of Alessandro Boulevard and the former March Air Force Base area.

An additional type of *tóota yixélval*, identified by archaeologists also as rock art or petroglyphs, are cupules. Throughout Payómkawichum territory, there are certain types of large boulders, taking the shape of mushrooms or waves, which contain numerous small pecked and ground indentations, or cupules. We know that cupules occur throughout the world although, throughout Riverside and Northern San Diego Counties, we have observed that these cupule boulders are located at permanent Payómkawichum villages. Two such features have been identified close to the Project; one is located approximately 500 feet to the west of the Project and the other is  $\frac{3}{4}$  mile to the northwest. Many other cupule rocks have been identified within the region as well. Tribal knowledge reflects that cupules can be located on either vertical “wave-shaped” boulders or horizontal “ridge-back” boulders. Additionally, according to historian Constance DuBois:

When the people scattered from Ekvo Temeko, Temecula, they were very powerful. When they got to a place, they would sing a song to make water come there, and would call that place theirs; or they would scoop out a hollow in a rock with their hands to have that for their mark as a claim upon the land. The different parties of people had their own marks. For instance, Albañas’s ancestors had theirs, and Lucario’s people had theirs, and their own songs of Munival to tell how they traveled from Temecula, of the spots where they stopped and about the different places they claimed (1908:158).

As stated above, the Tribe knows the region containing the current Project to be highly culturally sensitive and significant. The identification of such a large number of cupule rocks and San Luis Rey-style *tóota yixélval*, as well as the high number of recorded subsistence activity locations (the Project archaeological report documents  $\pm 70$  solely within a one-mile radius), proves that Payómkawichum ancestors were extremely active within the region. Further, the Tribe is conducting research using ethnographic, anthropological and tribal resources to identify traditional place names for the area. Additionally, the Tribe believes that impacts to the cultural sites within this area are a great loss to tribal and scientific knowledge and the destruction of these sites is irreparable.

The Tribe was designated as the affiliated Tribe by LSA Associates for the March Joint Powers Authority and the March Air Reserve Base, which is located immediately to the east and south of the Project (Schroth 1999). Thus, our songs and stories, as well as academic works and recorded archaeological/cultural sites, demonstrate that the Payómkawichum people who occupied the Project area are ancestors of the present-day Pechanga Band of Luiseño Indians, and as such, Pechanga is the appropriate culturally affiliated tribe for projects that impact this geographic area.

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### COMMENTS ON THE ENVIRONMENTAL DOCUMENT

The proposed Project is on land that is within the traditional territory of the Pechanga Band of Luiseño Indians. The Pechanga Band is not opposed to this Project; however, we are opposed to any direct, indirect and cumulative impacts this Project may have to tribal cultural resources. The Tribe's primary concerns stem from the Project's proposed impacts on Native American cultural resources. The Tribe is concerned about both the protection of unique and irreplaceable cultural resources, such as Payómkawichum village sites, sacred sites and archaeological items which would be displaced by ground disturbing work on the Project, and on the proper and lawful treatment of cultural items, Native American human remains and sacred items likely to be discovered in the course of the work.

The recorded features within the Project are part of a larger village within the Sycamore Canyon area, but have not been considered in the original DEIR, the RFEIR or the archaeological technical study. With the high number of sites located within the area, it is improbable to suggest that these sites existed in a vacuum and had no relation to the surrounding activity areas. The tribe contends this culturally sensitive area is connected to the larger network of extensively used habitation, ceremonial and subsistence areas that extends for many miles in every direction of the Project.

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So that evaluation methods under CEQA are in compliance, the true meaning and value of the sites within the Project boundaries can be adequately evaluated, and to view the larger landscape with regard to prehistoric population mobility and land use, it is imperative that any analysis take into account the relationship and contribution of those sites to the bigger complex. The seemingly isolated recordations of features often comprise larger sites or habitation complexes. The impacts to and destruction of portions of this complex located within the proposed Project, are a great irreparable loss to tribal culture and scientific knowledge. These are further a cumulative impact that have never been addressed in the original EIR or in this RFEIR.

Because this Project area and its vicinity are rich with cultural items, including individual features and cultural sites, which all comprise a portion of a village/habitation complex, development of this Project area will have a direct, indirect and cumulative impact on significant archeological and cultural resources. Therefore, the Pechanga Tribe asserts that the RFEIR must

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take these issues into account and adopt appropriate mitigation measures to comply with the CEQA.

### PECHANGA TRIBE'S REQUESTED MITIGATION

The Pechanga Tribe requests that the County adopt specific mitigation measures, which include the Tribe in the mitigation process, for the protection and preservation of sacred places, and all cultural resources pertaining to this Project. Further, the Tribe requests that the Lead Agency commit to evaluating Project environmental impacts both to the known sites and to cultural resources that will be discovered during grading, and to adopt appropriate mitigation for such sites, in consultation with the Pechanga Tribe. The Tribe believes that the proposed mitigation measures in the RFEIR are not specific enough to address mitigation of this area. A combination of the RFEIR measures, the County conditions of approval and the Tribe's suggested revisions should be included in the Final RFEIR as mitigation measures, as conditions of approval and included in all final environmental documents produced for the Project.

Additionally, the Tribe requests to include specific mitigation regarding the sites that will be impacted, detailing the protocols for relocating the features, if possible, as well as developing a long-term preservation plan for CA-RIV-5457. Please contact me at the information below to determine the most appropriate language for this concern.

For the reasons stated above, the Tribe requests the following changes and additions to the proposed mitigation measures for this Project (deletions are noted by strikethroughs and additions by underlines):

**CR-2a** Phase III data recovery must be completed ~~for Feature 2 (CA-RIV-5457)~~ prior to final approval of grading plans if this area is to be graded within the Private Conservation Area. Any recovery fieldwork must be completed in its entirety before grading begins, and a Phase III excavation report must be finalized and approved before final inspection. The Phase III excavation must be designed and written to Archaeological Resource Management Reports standards and County of Riverside standards. The Pechanga Band of Luiseño Indians will be contacted at least 30 days prior to beginning the Data Recovery to develop a Cultural Resources Treatment and Monitoring Agreement for participation in the Phase III Program. Final copies of the report will be distributed to the Landowner/Developer, the County, the Eastern Information Center and the Pechanga Tribe.

**CR-2b** The Project Archaeologist must create a mitigation-monitoring plan prior to earthmoving in the Project area, and a pre-grade meeting associated with the details of that plan must occur between the monitoring archaeologist(s), the Pechanga Tribe and the grading contractor before grading begins. The abatement plan document shall address inadvertent discoveries of cultural resources, including treatment and disposition of the resources. The plan shall be prepared in consultation with the Pechanga Tribe and shall



~~be consistent with the Agreement referenced in CR-2c, must contain a description of how and where artifacts will be curated if found during monitoring, and contingency plans associated with Native American tribal representation if the recovered artifacts are considered sacred items by one or more native American tribes.~~

**CR-2c** Monitoring of development-related excavation is required during all construction related earthmoving activities by a Riverside County certified professional archaeologist (County Condition of Approval 60 Planning 016). The Project Archaeologist may, ~~at his or her discretion in consultation with the Pechanga Tribe monitor,~~ terminate archaeological monitoring in any one location on the Project Site if and only if bedrock or sterile soils are encountered during earthmoving at that location.

**CR-2d** Should previously unidentified cultural resource sites be encountered during monitoring, they must be evaluated, and tested if necessary, for significance following CEQA Guidelines prior to allowing a continuance of grading in the area. County Condition of Approval 10 (Planning 002 and 038) addressing inadvertent archaeological finds shall also be implemented.

Consistent with County Condition of Approval 60 (Planning 017), the developer/holder shall prompt the Project Archaeologist to submit one wet-signed paper copy and one CD of a Phase IV Cultural Resources Monitoring Report that complies with the Riverside County Planning Department's requirements for such reports for all ground disturbing activities associated with this grading permit. The report shall follow the County of Riverside Planning Department Cultural Resources (Archaeological) Investigations Standard Scopes of Work posted on the TLMA website. The County Archaeologist shall review the report to determine adequate compliance with the approved conditions of approval. Upon determining the report is adequate, a final copy of the report will be provided to the developer/holder, the Eastern Information Center and the Pechanga Tribe.

**CR-2d** Native American monitors from the Pechanga Tribe shall also be allowed to monitor all grading, excavation and groundbreaking activities. Permission is required from March Joint Powers Authority if activities and monitoring occurs on their property. At least 30 days prior to seeking a grading permit, the project applicant shall contact the Pechanga Tribe to notify the Tribe of grading, excavation and the monitoring program, and to coordinate with the County and the Tribe to develop a Cultural Resources Treatment and Monitoring Agreement. The Agreement shall address the treatment of known cultural resources, the designation, responsibilities, and participation of Native American Tribal monitors during grading, excavation and ground disturbing activities; project grading and development scheduling; terms of compensation; and treatment and final disposition of any cultural resources, sacred sites, and human remains discovered on the site. This is consistent with County Condition of Approval 60 (Planning 018).

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**CR-2f** All cultural materials that are collected during the grading monitoring program and from any previous archaeological studies or excavations on the project site, with the exception of sacred items, burial goods and human remains which will be addressed in the Treatment Agreement required in CR-2e shall be curated according to the current professional repository standards. The collections and associated records shall be transferred, including title, to the Pechanga Tribe’s curation facility which meets the standards set forth in 36 CRF Part 79 for federal repositories. All sacred sites, should they be encountered within the project area, shall be avoided and preserved as the preferred mitigation, if feasible.

**CR-2g** **“Specific language should be included to address the sites that will be destroyed by the proposed grading. Please contact us to develop these measures.”**

**CR-2h** Prior to the issuance of grading permits, the Project Applicant and the Pechanga Tribe shall prepare a Preservation and Maintenance Plan for the long-term care and maintenance of CA-RIV-5457 and any associated cultural features. The Plan shall indicate, at a minimum, the specific areas to be included in and excluded from long-term maintenance; prohibited activities; methods of preservation to be employed (fencing, vegetative deterrence, etc.); the entity(s) responsible for the long-term maintenance; maintenance scheduling and notification; appropriate avoidance protocols; monitoring by the Tribe and compensation for services; and necessary emergency protocols. The Project Applicant/Landowner shall submit a fully executed copy of the Preservation and Maintenance Plan to the County to ensure compliance with this mitigation measure.

**CR-3: NA**

**CR-4a** If human remains are encountered during earth-disturbing activities, all work within 100 feet of the find shall stop immediately and the Riverside County Coroner’s office shall be notified. If the Coroner determines the remains are Native American in origin, the NAHC will be notified and, in turn, will notify the person determined to be the Most Likely Descendent who will provide recommendations for treatment of the remains (CEQA Guidelines § 15064.5; Health and Safety Code § 7050.5; Public Resources Code §§ 5097.94 and 5097.98). (10 Planning 037)

The Tribe reserves the right to fully participate in the environmental review process, as well as to provide further comment on the Project’s impacts to cultural resources and potential mitigation for such impacts.

The Pechanga Tribe looks forward to working together with the County in protecting the invaluable Pechanga cultural resources found in the Project area. Please contact me at 951-770-



Pechanga Comment Letter to the County of Riverside  
Re: Pechanga Tribe Comments on the RFDEIR PP 25422  
September 30, 2015  
Page 9

8104 or at ahoover@pechanga-nsn.gov once you have had a chance to review these comments so that we might address the mitigation language for the sites that will be impacted. Thank you.

Sincerely,



Anna Hoover  
Cultural Analyst

Cc Pechanga Office of the General Counsel  
Heather Thomson, Riverside County Archaeologist

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## 2.6.1 Response to Letter D

### PECHANGA TRIBE

**Response to Comment 1.** The County acknowledges that the Tribe is a responsible agency regarding the proposed project. The Tribe will be notified per established procedures for CEQA, SB 18, and AB 52 as applicable.

**Response to Comment 2.** The Tribe asserts that the proposed project would result in “direct impacts to the Payomkawichum (Luiseno) village that the development is proposing to destroy.” The cultural resource assessments for this project were conducted according to established procedures and with proper notice to the Tribe. The design of the current project would preclude impacts to the most significant resource on the site (CA-RIV-5457), and a number of mitigation measures were proposed to help assure impacts to that and other potential resources in the area would be minimized.

No evidence has been presented that would indicate that development of this project would result in a significant impact to the identified sources of Sycamore Canyon which is north of and physically separate from the project site. The cultural reports prepared for the project do acknowledge the presence of grinding features on the site and in the surrounding area.

**Response to Comment 3.** It is important to note that Tribal representatives were contacted and consulted with during all phases of cultural research, the most recent being the Phase II work in the “Brown Street” area of adjacent March Joint Powers Authority (MJPA) land as outlined in the RFDEIR. The scope of work for the Phase II work was in fact circulated to the Tribe prior to approval by the County, and the Tribe declined to monitor the Phase II work that was completed per that agreement. However, the County will consider the Tribe’s comments on the proposed mitigation measures and incorporate their comments as appropriate. It should be noted that the Soboba Tribe has also indicated an interest in this area and this project, and so the County has included and will continue to include both tribes in future notifications regarding this project, and recognize both tribes in any changes to the project mitigation measures.

**Response to Comment 4.** The comment provides a brief history of the Tribe as it relates to the proposed project, and the County will continue to recognize the Tribe relative to cultural resources in this area and relative to this project.

**Response to Comment 5.** The various cultural resource assessments for this project and the RFDEIR document do indicate ongoing contact and coordination with the Tribe regarding this site and the potential impacts of the proposed project on cultural resources, both known and unknown, in the area and on the site. The RFDEIR does include a number of mitigation measures to help assure there will be no significant impacts to tribal cultural resources.

**Response to Comment 6.** As outlined in Response 5 above, the various cultural resource assessments for this project and the RFDEIR document do analyze the potential impacts of the proposed project on cultural resources, both known and unknown, in the area and on the site. As a result, the RFDEIR does include a number of mitigation measures to help assure there will be no significant impacts to tribal cultural resources. The County has carefully considered comments by the Tribe on the various mitigation measures in the RFDEIR, and will make the following changes to the indicated measures. It must be noted that the measures will be modified to address concerns expressed by both the Pechanga and Soboba Tribes (see Letter E) and so the Pechanga Tribe is not named solely in the modified measures.



Also note changes suggested by the Tribe but not included in the changes accepted by the County are shown in yellow highlighted strikeout text, changes recommended by the Tribe and accepted by the County are shown in strikeout and single underline as needed, and changes made by the County separate from Tribe comments are shown in double underline:

**CR-2a** Phase III data recovery must be completed for ~~Feature 2 (CA-RIV-5457)~~ prior to final approval of grading plans if this area is to be graded within the Private Conservation Area. Any recovery fieldwork must be completed in its entirety before grading begins, and a Phase III excavation report must be finalized and approved before final inspection. The Phase III excavation must be designed and written to Archaeological Resource Management Reports standards and County of Riverside standards. The Pechanga Band of Luiseno Indians The Pechanga and Soboba Tribes will be contacted at least 30 days prior to beginning the data recovery to develop a Cultural Resources Treatment and Monitoring Agreement for participating in the Phase III program. Final copies of the report will be distributed to the landowner/developer, the County, the Eastern Information Center, and the Pechanga Tribe and Soboba Tribes.

**CR-2b** The Project Archaeologist must create a mitigation-monitoring plan prior to earthmoving or blasting in the Project area, and a pre-grade meeting associated with the details of that plan must occur between the monitoring archaeologist(s), the Pechanga Tribe, Pechanga and Soboba Tribal monitoring representatives, and the grading contractor before grading begins. ~~The abatement plan document shall address inadvertent discoveries of cultural resources, including treatment and disposition of the resources. The plan shall be prepared in consultation with the Pechanga Tribe and Soboba Tribes and shall be consistent with the agreement referenced in Mitigation Measure CR-2e. must contain a description of how and where artifacts will be curated if found during monitoring, and contingency plans associated with Native American tribal representation if the recovered artifacts are considered sacred items by one or more Native American tribes.~~

**CR-2c** Monitoring of development-related excavation is required during all construction-related blasting or earthmoving activities by a Riverside County certified professional archaeologist (County Condition of Approval 60 Planning 016). The Project Archaeologist may, at his or her discretion, in consultation with the Pechanga Tribe monitor and Soboba tribal monitors, terminate archaeological monitoring in any one location on the Project Site if and only if bedrock or sterile soils are encountered during earthmoving at that location.

**CR-2d** Should previously unidentified cultural resource sites be encountered during monitoring, they must be evaluated, and tested if necessary, for significance following CEQA Guidelines prior to allowing a continuance of grading in the area. County Condition of Approval 10 (Planning 002 and 038) addressing inadvertent archaeological finds shall also be implemented.

Consistent with County Condition of Approval 60 (Planning 017), the developer/holder shall prompt the project archaeologist to submit one wet-signed paper copy and one CD of a Phase IV Cultural Resources Monitoring Report that complies with the Riverside County Planning Department's requirements for such reports for all ground disturbing activities associated with this grading permit. The report shall follow the County of Riverside Planning Department Cultural Resources (Archaeological) Investigations Standard Scopes of Work posted in the TLMA website. The County Archaeologist shall review the report to determine adequate compliance with the approved conditions of approval. Upon determining the report is adequate, a final copy of the report shall be

provided to the developer/holder, the Eastern Information Center, and the Pechanga ~~Tribe~~ and Soboba Tribes.

**CR-2de** Native American monitors ~~from the Pechanga Tribe~~ shall also be allowed to monitor all grading, excavation and groundbreaking activities. Permission is required from March Joint Powers Authority if activities and monitoring occurs on their property. At least 30 days prior to seeking a grading permit, the project applicant shall contact the Pechanga ~~Tribe~~ and Soboba Tribes to notify the Tribes of grading, excavation, and the monitoring program, and to coordinate with the County and the Tribes to develop a Cultural Resources Treatment and Monitoring Agreement. The agreement shall address: the treatment of known cultural resources; the designation, responsibilities, and participation of Native American Tribal monitors during grading, excavation, and ground disturbing activities; project grading and development scheduling; terms of compensation; and treatment and final disposal of any cultural resources, sacred sites, and human remains discovered on the site. This is consistent with County Condition of Approval 60 (Planning 018).

**CR-2f** All cultural materials that are collected during the grading monitoring program and from any previous archaeological studies or excavations on the project site, with the exception of sacred items, burial goods and human remains which will be addressed in the Treatment Agreement outlined in Mitigation Measure CR-2e, shall be curated according to the current professional repository standards. The collections and associated records shall be transferred, including title, to the Pechanga or Soboba Tribe's curation facility, which meets the standards set forth in 36 CRF Part 79 for federal repositories. All sacred sites, should they be encountered within the project area, shall be avoided and preserved as the preferred mitigation, if feasible.

The Tribe indicated that a new measure CR-2g should be added to state..."Specific language should be included to address the sites that will be destroyed by the proposed grading. Please contact us to develop these measures." The County has determined that the other proposed changes to and additional mitigation language provides sufficient detail and information at this time to comply with CEQA. The requested language to address any actual grading impacts can be included in the Cultural Resources Treatment and Monitoring Agreement outlined in the revised Mitigation Measure CR-2e above.

The Tribe recommended that a new measure CR-2h be added for preparation of a Preservation and Maintenance Plan for the care of CA-RIV-5457. Since the recommended measure CR-2g was not included by the County, the following measure will be added as CR-2g but the text remains as recommended by the Tribe.

**CR-2hg** Prior to issuance of grading permits, the project applicant and the Pechanga ~~Tribe~~ and Soboba Tribes shall prepare a Preservation and Maintenance Plan for the long-term care and maintenance of CA-RIV-5457 and any associated cultural features. The plan shall indicate, at a minimum, the specific areas to be included in and excluded from long-term maintenance; prohibited activities; methods of preservation to be employed (fencing, vegetative deterrence, etc.); the entity(s) responsible for the long-term maintenance; maintenance scheduling and notification; appropriate avoidance protocols; monitoring by the Tribes and compensation for services; and necessary emergency protocols. The project manager/landowner shall submit a fully executed copy of the plan to the County to ensure compliance ~~with this mitigation measure.~~

**CR-4a** If human remains are encountered during earth-disturbing activities, all work within 100 feet of the find shall stop immediately and the Riverside County Coroner's office shall be notified. If the Coroner determines the remains are Native American in origin, the NAHC

will be notified and, in turn, will notify the person determined to be the Most Likely Descendent who will provide recommendations for treatment of the remains (CEQA Guidelines § 15064.5; Health and Safety Code § 7050.5; Public Resources Code §§ 5097.94 and 5097.98) (County Condition of Approval 10 Planning 037).

**Response to Comment 7.** The County understands the Tribe is interested and concerned about this project, and will keep the Tribe informed as to action on this project.

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**2.7 LETTER E: SOBOBA BAND OF LUISENO INDIANS**

September 30, 2015

Attn: Matt Straite, Project Planner  
Riverside County  
Planning Department  
P.O. Box 1409  
Riverside, CA 92502-1409



# LETTER E

## Re: Plot Plan No. 25422- Alessandro Commerce Centre Revised Focused EIR

The Soboba Band of Luiseño Indians appreciates your observance of Tribal Cultural Resources and their preservation in your project. The information provided to us on said project has been assessed through our Cultural Resource Department, where it was concluded that although it is outside the existing reservation, the project area does fall within the bounds of our Tribal Traditional Use Areas. This project location is in proximity to known sites, is a shared use area that was used in ongoing trade between the tribes, and is considered to be culturally sensitive by the people of Soboba. Based on results of an in-house database search, the Soboba Band has identified 10 locations of potential concern within a one mile radius of the project area.

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Soboba Band of Luiseño Indians is requesting the following:

1. To initiate a consultation with the project proponents and lead agency.
2. The transfer of information to the Soboba Band of Luiseno Indians regarding the progress of this project should be done as soon as new developments occur.
3. Soboba Band of Luiseño Indians continues to act as a consulting tribal entity for this project.
4. Working in and around traditional use areas intensifies the possibility of encountering cultural resources during the construction/excavation phase. For this reason the Soboba Band of Luiseño Indians requests that Native American Monitor(s) from the Soboba Band of Luiseño Indians Cultural Resource Department to be present during any ground disturbing proceedings. Including surveys and archaeological testing.
5. Request that proper procedures be taken and requests of the tribe be honored (Please see the attachment)

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Sincerely,

Joseph Ontiveros, Director of Cultural Resources  
Soboba Band of Luiseño Indians  
P.O. Box 487  
San Jacinto, CA 92581  
Phone (951) 654-5544 ext. 4137  
Cell (951) 663-5279  
[jontiveros@soboba-nsn.gov](mailto:jontiveros@soboba-nsn.gov)

**Cultural Items (Artifacts).** Ceremonial items and items of cultural patrimony reflect traditional religious beliefs and practices of the Soboba Band. The Developer should agree to return all Native American ceremonial items and items of cultural patrimony that may be found on the project site to the Soboba Band for appropriate treatment. In addition, the Soboba Band requests the return of all other cultural items (artifacts) that are recovered during the course of archaeological investigations. Where appropriate and agreed upon in advance, Developer's archeologist may conduct analyses of certain artifact classes if required by CEQA, Section 106 of NHPA, the mitigation measures or conditions of approval for the Project. This may include but is not limited or restricted to include shell, bone, ceramic, stone or other artifacts.

The Developer should waive any and all claims to ownership of Native American ceremonial and cultural artifacts that may be found on the Project site. Upon completion of authorized and mandatory archeological analysis, the Developer should return said artifacts to the Soboba Band within a reasonable time period agreed to by the Parties and not to exceed (30) days from the initial recovery of the items.

**Treatment and Disposition of Remains.**

A. The Soboba Band shall be allowed, under California Public Resources Code § 5097.98 (a), to (1) inspect the site of the discovery and (2) make determinations as to how the human remains and grave goods shall be treated and disposed of with appropriate dignity.

B. The Soboba Band, as MLD, shall complete its inspection within twenty-four (24) hours of receiving notification from either the Developer or the NAHC, as required by California Public Resources Code § 5097.98 (a). The Parties agree to discuss in good faith what constitutes "appropriate dignity" as that term is used in the applicable statutes.

C. Reburial of human remains shall be accomplished in compliance with the California Public Resources Code § 5097.98 (a) and (b). The Soboba Band, as the MLD in consultation with the Developer, shall make the final discretionary determination regarding the appropriate disposition and treatment of human remains.

D. All parties are aware that the Soboba Band may wish to rebury the human remains and associated ceremonial and cultural items (artifacts) on or near, the site of their discovery, in an area that shall not be subject to future subsurface disturbances. The Developer should accommodate on-site reburial in a location mutually agreed upon by the Parties.

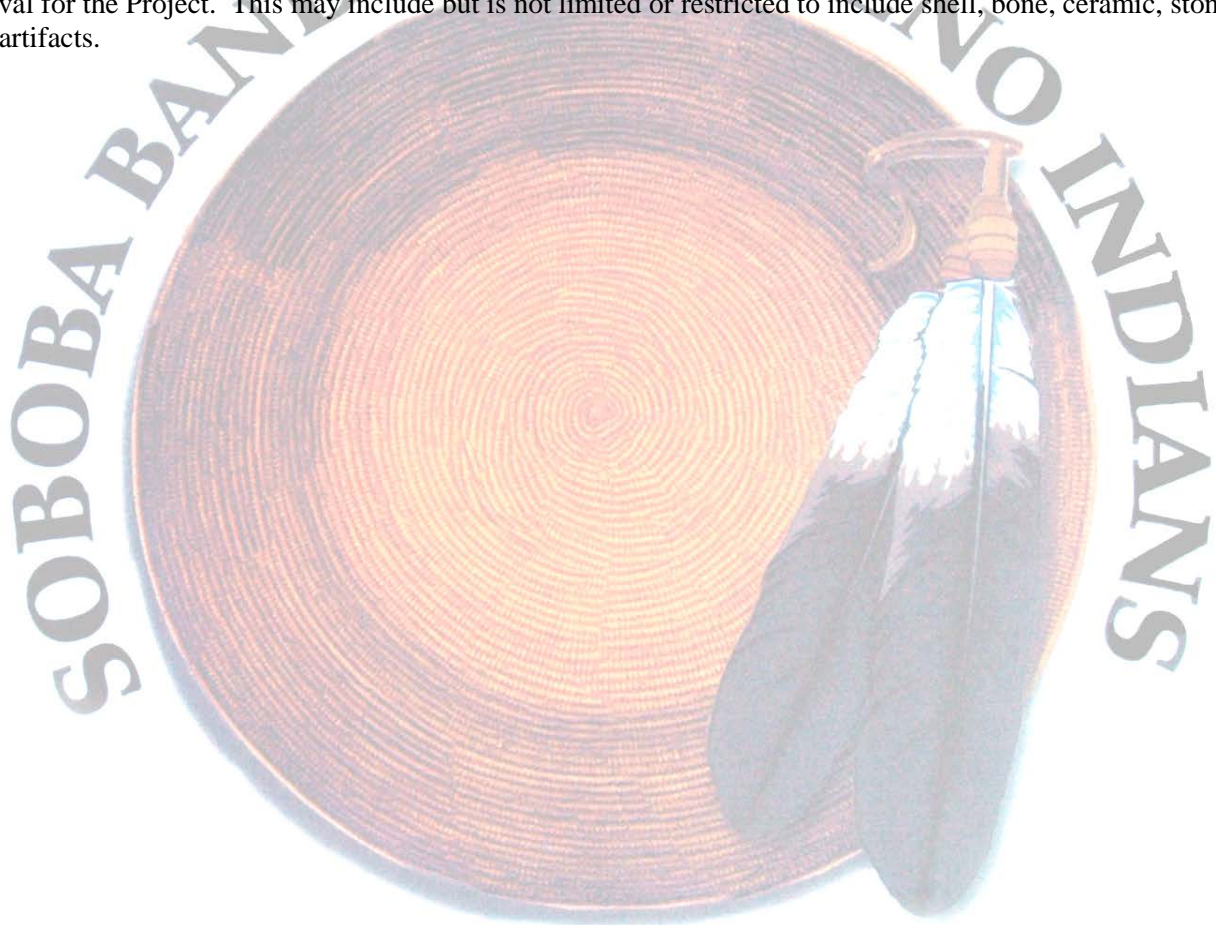
E. The term "human remains" encompasses more than human bones because the Soboba Band's traditions periodically necessitated the ceremonial burning of human remains. Grave goods are those artifacts associated with any human remains. These items, and other funerary remnants and their ashes are to be treated in the same manner as human bone fragments or bones that remain intact

**Coordination with County Coroner's Office.** The Lead Agencies and the Developer should immediately contact both the Coroner and the Soboba Band in the event that any human remains are discovered during implementation of the Project. If the Coroner recognizes the human remains to be those of a Native American, or has reason to believe that they are those of a Native American, the Coroner shall ensure that notification is provided to the NAHC within twenty-four (24) hours of the determination, as required by California Health and Safety Code § 7050.5 (c).



**Non-Disclosure of Location Reburials.** It is understood by all parties that unless otherwise required by law, the site of any reburial of Native American human remains or cultural artifacts shall not be disclosed and shall not be governed by public disclosure requirements of the California Public Records Act. The Coroner, parties, and Lead Agencies, will be asked to withhold public disclosure information related to such reburial, pursuant to the specific exemption set forth in California Government Code § 6254 (r).

Ceremonial items and items of cultural patrimony reflect traditional religious beliefs and practices of the Soboba Band. The Developer agrees to return all Native American ceremonial items and items of cultural patrimony that may be found on the project site to the Soboba Band for appropriate treatment. In addition, the Soboba Band requests the return of all other cultural items (artifacts) that are recovered during the course of archaeological investigations. Where appropriate and agreed upon in advance, Developer's archeologist may conduct analyses of certain artifact classes if required by CEQA, Section 106 of NHPA, the mitigation measures or conditions of approval for the Project. This may include but is not limited or restricted to include shell, bone, ceramic, stone or other artifacts.



**Confidentiality:** The entirety of the contents of this letter shall remain confidential between Soboba and the County of Riverside. No part of the contents of this letter may be shared, copied, or utilized in any way with any other individual, entity, municipality, or tribe, whatsoever, without the expressed written permission of the Soboba Band of Luiseño Indians.



## 2.7.1 Responses to Letter E

### SOBOBA BAND OF LUISENO INDIANS

**Response to Comment 1.** The County understands this project falls within the bounds of the Band's traditional tribal lands, and considers the area and the site sensitive for cultural resources. Several cultural studies have been prepared for this site, and were included as appendices to the RFDEIR. It should also be noted that the Pechanga Tribe also submitted comments on the RFDEIR and recommended a number of changes to the project's mitigation measures. These changes were in large part made but all language was inclusive of both the Pechanga and Soboba tribes so both groups would receive similar treatment and consideration.

\*\* For a complete listing of the revised mitigation measures, the reader is referred to Response 6 in the previous Letter D from the Pechanga Tribe. \*\*

**Response to Comment 2.** The County did consult with the Band on both the Original Project and the current Revised Project. The Band indicated it wished the project developer to enter into a monitoring agreement during project grading, and the developer has indicated they would negotiate with the Band regarding such an agreement. The terms of the actual agreement are subject to negotiation, but will follow the general guidelines outlined in the Band's attachment (pages 2 and 3 of their EIR comment letter).

It should be noted the Pechanga Tribe has also requested a monitoring agreement and the developer has indicated they will negotiate with the Tribe regarding such an agreement. Therefore, the project may have two Native American monitoring agreements in effect during project grading. It should be noted that the developer will work with both groups (i.e., Soboba and Pechanga) during grading as appropriate to protect any cultural resources if they are found during site grading.

**Response to Comment 3.** The County has provided the Band with the various cultural studies on the project site as well as the Original Draft EIR and the current Revised Focused Draft EIR. The County did consult with the Band regarding this project as outlined in Response 2 above. In addition, the Band has been included in revisions to the project mitigation measures (the revised measures are outlined in Response 6 in the previous Letter D from the Pechanga Tribe).

**Response to Comment 4.** The County has consulted with the Band on this project, and the Band has been included in revisions to the project mitigation measures (the revised measures are outlined in Response 6 in the previous Letter D from the Pechanga Tribe).

**Response to Comment 5.** The Band has been included in revisions to the project mitigation measures, and the revised measures are outlined in Response 6 in the previous Letter D from the Pechanga Tribe.

**Response to Comment 6.** The County believes the proposed revised mitigation measures (outlined in Response 6 in the previous Letter D from the Pechanga Tribe) address these concerns, and will be incorporated into the Cultural Resources Treatment and Monitoring Agreement for participating in the Phase III program if any grading will impact CA-RIV-5457, and a Phase IV Cultural Resources Monitoring Report for project grading.

**2.8 LETTER F: METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA**



THE METROPOLITAN WATER DISTRICT  
OF SOUTHERN CALIFORNIA

Office of the General Manager

LETTER F

September 21, 2015

USPS MAIL

Riverside County Planning Department  
Attention: Matt Straite, Project Planner  
4080 Lemon Street, 12<sup>th</sup> Floor  
Riverside, CA 92502-1409

Dear Mr. Straite:

Revised Focused Draft Environmental Impact Report  
for Plot Plan No. 25422 – Alessandro Commerce Centre

The Metropolitan Water District of Southern California (Metropolitan) has reviewed the Revised Draft Focused Environmental Impact Report for Plot Plan No. 25422 – Alessandro Commerce Centre (Revised Project). The Revised Project involves a Lot Line Adjustment to rearrange the existing lots of the 54-acre site based on Plot Plan 25422 with a conservation easement located on one lot and two separate industrial warehouse buildings proposed on two of the remaining three lots for a total of up to 814,630 square feet of industrial warehouse uses. Lot 2 will be used for trailer parking and/or storage, as outlined in the associated plot plan. The Revised Project will have no business park or commercial uses as were proposed under the Original Project. The Revised Project includes a minimum 200-foot wide open space/conservation easement. As with the Original Project, the Revised Project will construct Brown Street to its full width along the east boundary of the site. The new proposed warehouse buildings would be consistent with the County’s “Light Industrial” land use and “Industrial Park” (IP) zoning requirements. The Project site is located immediately south of Alessandro Boulevard, north of March Air Reserve Base (March ARB) and a half mile west of Interstate 215 in Western Riverside County.

Metropolitan is a public agency and regional water wholesaler, comprised of 26 member public agencies serving about 19 million people in portions of six counties in Southern California, including Los Angeles, Ventura, Orange, Riverside, San Bernardino, and San Diego Counties. Metropolitan's mission is to provide its 5,200 square mile service area with adequate and reliable supplies of high-quality water to meet present and future needs in an environmentally and economically responsible way.

Metropolitan owns and operates the Perris Valley Pipeline which is immediately adjacent to the northern boundary Revised Project site. The Perris Valley Pipeline is an approximately 97-inch-inside diameter pipeline located within street right-of-way along Alessandro Boulevard extending in an east-west direction (see enclosed map). In order to avoid potential conflicts with



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Mr. Matt Straite  
Page 2  
September 21, 2015

Metropolitan's facilities and rights-of-way, we require that design plans for any activity in the area of Metropolitan's pipelines or facilities be submitted to Metropolitan's Substructures Team for review.

Detailed prints of drawings of Metropolitan's pipelines and rights-of-way may be obtained by contacting Metropolitan's Substructures Team at [EngineeringSubstructures@mwdh2o.com](mailto:EngineeringSubstructures@mwdh2o.com). To assist the applicant in preparing plans that are compatible with Metropolitan's facilities and rights-of-way, we have enclosed a copy of the "Guidelines for Developments in the Area of Facilities, Fee Properties, and/or Easement of The Metropolitan Water District of Southern California." Please note that all submitted designs or plans must clearly identify Metropolitan's facilities and rights-of-way.

We appreciate the opportunity to provide input to your planning process and we look forward to receiving future documentation on this project. For further assistance, please contact Ms. Lilia I. Martínez at (213) 217-5656.

Very truly yours,



Deirdre West  
Manager, Environmental Planning Team

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Enclosures: Map of Metropolitan Facilities in Project Vicinity  
Planning Guidelines





# Plot Plan 25422-Alessandro Commerce Centre Revised Focused EIR



Google earth

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© 2015 Google

Guidelines for Developments in the  
Area of Facilities, Fee Properties, and/or Easements  
of The Metropolitan Water District of Southern California

1. Introduction

a. The following general guidelines should be followed for the design of proposed facilities and developments in the area of Metropolitan's facilities, fee properties, and/or easements.

b. We require that 3 copies of your tentative and final record maps, grading, paving, street improvement, landscape, storm drain, and utility plans be submitted for our review and written approval as they pertain to Metropolitan's facilities, fee properties and/or easements, prior to the commencement of any construction work.

2. Plans, Parcel and Tract Maps

The following are Metropolitan's requirements for the identification of its facilities, fee properties, and/or easements on your plans, parcel maps and tract maps:

a. Metropolitan's fee properties and/or easements and its pipelines and other facilities must be fully shown and identified as Metropolitan's on all applicable plans.

b. Metropolitan's fee properties and/or easements must be shown and identified as Metropolitan's with the official recording data on all applicable parcel and tract maps.

c. Metropolitan's fee properties and/or easements and existing survey monuments must be dimensionally tied to the parcel or tract boundaries.

d. Metropolitan's records of surveys must be referenced on the parcel and tract maps.



e. Metropolitan's pipelines and other facilities, e.g. structures, manholes, equipment, survey monuments, etc. within its fee properties and/or easements must be protected from damage by the easement holder on Metropolitan's property or the property owner where Metropolitan has an easement, at no expense to Metropolitan. If the facility is a cathodic protection station it shall be located prior to any grading or excavation. The exact location, description and way of protection shall be shown on the related plans for the easement area.

4. Easements on Metropolitan's Property

a. We encourage the use of Metropolitan's fee rights-of-way by governmental agencies for public street and utility purposes, provided that such use does not interfere with Metropolitan's use of the property, the entire width of the property is accepted into the agency's public street system and fair market value is paid for such use of the right-of-way.

b. Please contact the Director of Metropolitan's Right of Way and Land Division, telephone (213) 250-6302, concerning easements for landscaping, street, storm drain, sewer, water or other public facilities proposed within Metropolitan's fee properties. A map and legal description of the requested easements must be submitted. Also, written evidence must be submitted that shows the city or county will accept the easement for the specific purposes into its public system. The grant of the easement will be subject to Metropolitan's rights to use its land for water pipelines and related purposes to the same extent as if such grant had not been made. There will be a charge for the easement. Please note that, if entry is required on the property prior to issuance of the easement, an entry permit must be obtained. There will also be a charge for the entry permit.

5. Landscaping

Metropolitan's landscape guidelines for its fee properties and/or easements are as follows:

a. A green belt may be allowed within Metropolitan's fee property or easement.

b. All landscape plans shall show the location and size of Metropolitan's fee property and/or easement and the location and size of Metropolitan's pipeline or other facilities therein.

a. Permanent structures, including catch basins, manholes, power poles, telephone riser boxes, etc., shall not be located within its fee properties and/or easements.

b. We request that permanent utility structures within public streets, in which Metropolitan's facilities are constructed under the Metropolitan Water District Act, be placed as far from our pipeline as possible, but not closer than 5 feet from the outside of our pipeline.

c. The installation of utilities over or under Metropolitan's pipeline(s) must be in accordance with the requirements shown on the enclosed prints of Drawings Nos. C-11632 and C-9547. Whenever possible we request a minimum of one foot clearance between Metropolitan's pipe and your facility. Temporary support of Metropolitan's pipe may also be required at undercrossings of its pipe in an open trench. The temporary support plans must be reviewed and approved by Metropolitan.

d. Lateral utility crossings of Metropolitan's pipelines must be as perpendicular to its pipeline alignment as practical. Prior to any excavation our pipeline shall be located manually and any excavation within two feet of our pipeline must be done by hand. This shall be noted on the appropriate drawings.

e. Utilities constructed longitudinally within Metropolitan's rights-of-way must be located outside the theoretical trench prism for uncovering its pipeline and must be located parallel to and as close to its rights-of-way lines as practical.

f. When piping is jacked or installed in jacked casing or tunnel under Metropolitan's pipe, there must be at least two feet of vertical clearance between the bottom of Metropolitan's pipe and the top of the jacked pipe, jacked casing or tunnel. We also require that detail drawings of the shoring for the jacking or tunneling pits be submitted for our review and approval. Provisions must be made to grout any voids around the exterior of the jacked pipe, jacked casing or tunnel. If the piping is installed in a jacked casing or tunnel the annular space between the piping and the jacked casing or tunnel must be filled with grout.



j. Potholing of Metropolitan's pipeline is required if the vertical clearance between a utility and Metropolitan's pipeline is indicated on the plan to be one foot or less. If the indicated clearance is between one and two feet, potholing is suggested. Metropolitan will provide a representative to assist others in locating and identifying its pipeline. Two-working days notice is requested.

k. Adequate shoring and bracing is required for the full depth of the trench when the excavation encroaches within the zone shown on Figure 4.

l. The location of utilities within Metropolitan's fee property and/or easement shall be plainly marked to help prevent damage during maintenance or other work done in the area. Detectable tape over buried utilities should be placed a minimum of 12 inches above the utility and shall conform to the following requirements:

1) Water pipeline: A two-inch blue warning tape shall be imprinted with:

"CAUTION BURIED WATER PIPELINE"

2) Gas, oil, or chemical pipeline: A two-inch yellow warning tape shall be imprinted with:

"CAUTION BURIED \_\_\_\_\_ PIPELINE"

3) Sewer or storm drain pipeline: A two-inch green warning tape shall be imprinted with:

"CAUTION BURIED \_\_\_\_\_ PIPELINE"

4) Electric, street lighting, or traffic signals conduit: A two-inch red warning tape shall be imprinted with:

"CAUTION BURIED \_\_\_\_\_ CONDUIT"

5) Telephone, or television conduit: A two-inch orange warning tape shall be imprinted with:

"CAUTION BURIED \_\_\_\_\_ CONDUIT"

o. Control cables connected with the operation of Metropolitan's system are buried within streets, its fee properties and/or easements. The locations and elevations of these cables shall be shown on the drawings. The drawings shall note that prior to any excavation in the area, the control cables shall be located and measures shall be taken by the contractor to protect the cables in place.

p. Metropolitan is a member of Underground Service Alert (USA). The contractor (excavator) shall contact USA at 1-800-422-4133 (Southern California) at least 48 hours prior to starting any excavation work. The contractor will be liable for any damage to Metropolitan's facilities as a result of the construction.

8. Paramount Right

Facilities constructed within Metropolitan's fee properties and/or easements shall be subject to the paramount right of Metropolitan to use its fee properties and/or easements for the purpose for which they were acquired. If at any time Metropolitan or its assigns should, in the exercise of their rights, find it necessary to remove any of the facilities from the fee properties and/or easements, such removal and replacement shall be at the expense of the owner of the facility.

9. Modification of Metropolitan's Facilities

When a manhole or other of Metropolitan's facilities must be modified to accommodate your construction or reconstruction, Metropolitan will modify the facilities with its forces. This should be noted on the construction plans. The estimated cost to perform this modification will be given to you and we will require a deposit for this amount before the work is performed. Once the deposit is received, we will schedule the work. Our forces will coordinate the work with your contractor. Our final billing will be based on actual cost incurred, and will include materials, construction, engineering plan review, inspection, and administrative overhead charges calculated in accordance with Metropolitan's standard accounting practices. If the cost is less than the deposit, a refund will be made; however, if the cost exceeds the deposit, an invoice will be forwarded for payment of the additional amount.

imposes loads no greater than AASHTO H-10. If the cover is between two and three feet, equipment must be restricted to that of a Caterpillar D-4 tract-type tractor. If the cover is less than two feet, only hand equipment may be used. Also, if the contractor plans to use any equipment over Metropolitan's pipeline which will impose loads greater than AASHTO H-20, it will be necessary to submit the specifications of such equipment for our review and approval at least one week prior to its use. More restrictive requirements may apply to the loading guideline over the San Diego Pipelines 1 and 2, portions of the Orange County Feeder, and the Colorado River Aqueduct. Please contact us for loading restrictions on all of Metropolitan's pipelines and conduits.

b. The existing cover over the pipeline shall be maintained unless Metropolitan determines that proposed changes do not pose a hazard to the integrity of the pipeline or an impediment to its maintenance.

### 13. Blasting

a. At least 20 days prior to the start of any drilling for rock excavation blasting, or any blasting, in the vicinity of Metropolitan's facilities, a two-part preliminary conceptual plan shall be submitted to Metropolitan as follows:

b. Part 1 of the conceptual plan shall include a complete summary of proposed transportation, handling, storage, and use of explosions.

c. Part 2 shall include the proposed general concept for blasting, including controlled blasting techniques and controls of noise, fly rock, airblast, and ground vibration.

### 14. CEQA Requirements

#### a. When Environmental Documents Have Not Been Prepared

1) Regulations implementing the California Environmental Quality Act (CEQA) require that Metropolitan have an opportunity to consult with the agency or consultants preparing any environmental documentation. We are required to review and consider the environmental effects of the project as shown in the Negative Declaration or Environmental Impact Report (EIR) prepared for your project before committing Metropolitan to approve your request.

giving Metropolitan's comments, requirements and/or approval that will require 8 man-hours or less of effort is typically performed at no cost to the developer, unless a facility must be modified where Metropolitan has superior rights. If an engineering review and letter response requires more than 8 man-hours of effort by Metropolitan to determine if the proposed facility or development is compatible with its facilities, or if modifications to Metropolitan's manhole(s) or other facilities will be required, then all of Metropolitan's costs associated with the project must be paid by the developer, unless the developer has superior rights.

b. A deposit of funds will be required from the developer before Metropolitan can begin its detailed engineering plan review that will exceed 8 hours. The amount of the required deposit will be determined after a cursory review of the plans for the proposed development.

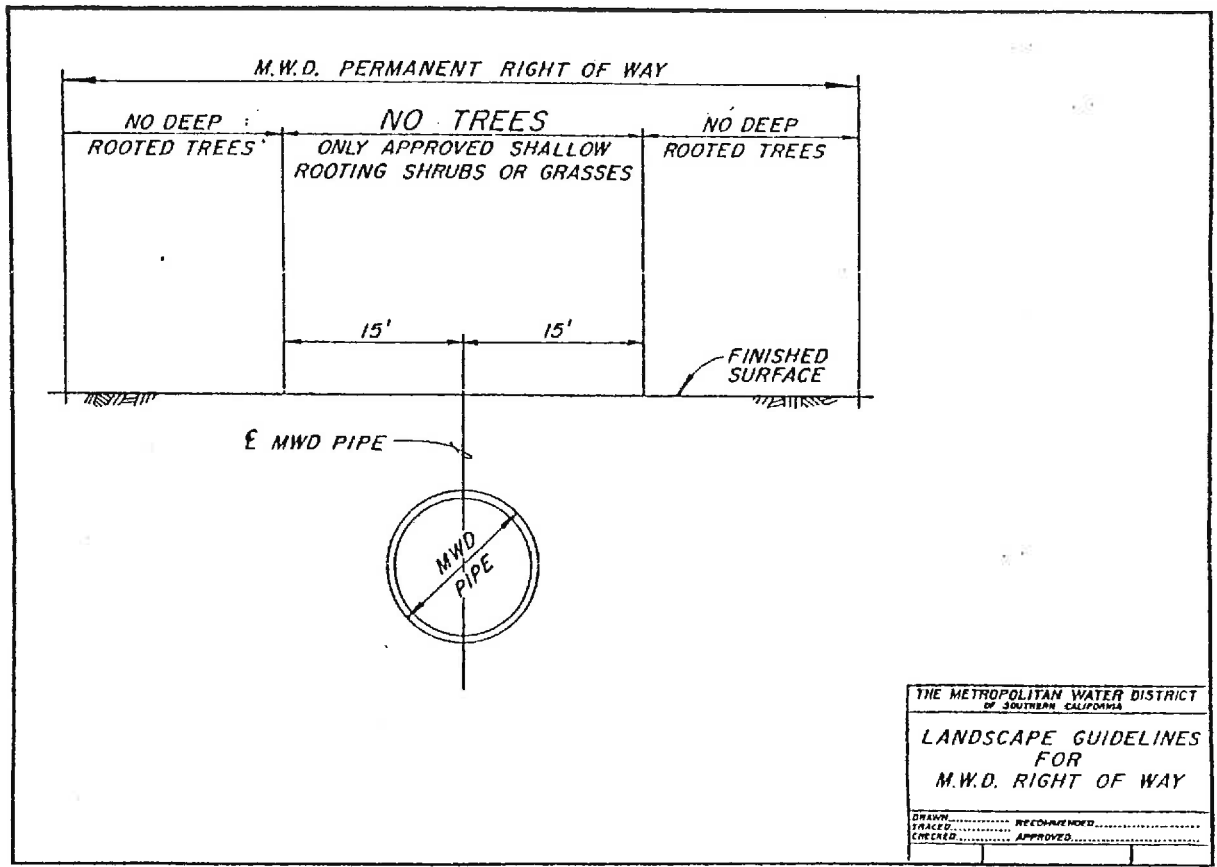
c. Metropolitan's final billing will be based on actual cost incurred, and will include engineering plan review, inspection, materials, construction, and administrative overhead charges calculated in accordance with Metropolitan's standard accounting practices. If the cost is less than the deposit, a refund will be made; however, if the cost exceeds the deposit, an invoice will be forwarded for payment of the additional amount. Additional deposits may be required if the cost of Metropolitan's review exceeds the amount of the initial deposit.

16. Caution

We advise you that Metropolitan's plan reviews and responses are based upon information available to Metropolitan which was prepared by or on behalf of Metropolitan for general record purposes only. Such information may not be sufficiently detailed or accurate for your purposes. No warranty of any kind, either express or implied, is attached to the information therein conveyed as to its accuracy, and no inference should be drawn from Metropolitan's failure to comment on any aspect of your project. You are therefore cautioned to make such surveys and other field investigations as you may deem prudent to assure yourself that any plans for your project are correct.



11-129 DISTRICT REPORT CLASSIFIED 1983

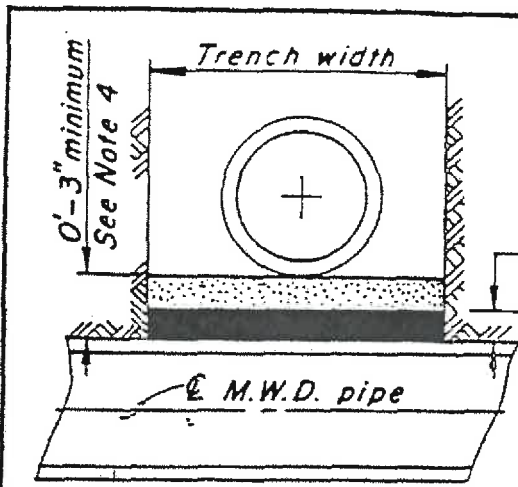


THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA	
LANDSCAPE GUIDELINES FOR M.W.D. RIGHT OF WAY	
DRAWN.....	RECOMMENDED.....
TRACED.....	APPROVED.....
CHECKED.....	

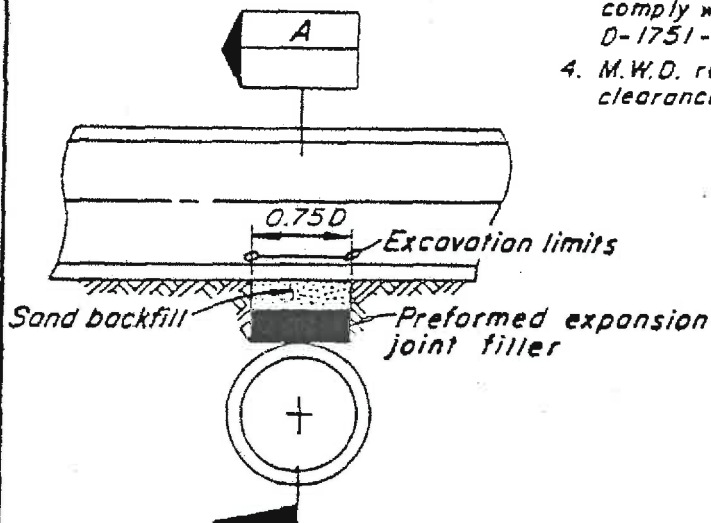
FIGURE 3



FORM NO. 36-1000 (11-63) P.O. 878278



SECTION A



CROSS SECTION

3" Preformed expansion joint filler

NOTES

1. This method to be used where the utility line is 24" or greater in diameter and the clearance between the utility line and M.W.D. pipe is 12" or less.
2. Special protection may be required if the utility line diameter is greater than M.W.D. pipe or if the cover over the utility line to the street surface is minimal and there is 12" or less clearance between M.W.D. pipe and the utility line.
3. Preformed expansion joint filler to comply with ASTM designation D-1751-73.
4. M.W.D. requests 12" minimum clearance whenever possible.

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA	
TYPICAL EXPANSION JOINT FILLER PROTECTION FOR OVERTCROSSING OF M.W.D. PIPELINE	
DRAWN _____	RECOMMENDED _____
TRACED _____	APPROVED _____
CHECKED _____	
C-11632	



### 2.8.1 Responses to Letter F

#### METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

**Response to Comment 1.** The County understands the role MWD plays in Southern California and that its pipeline in Alessandro Boulevard may be affected by the proposed project.

**Response to Comment 2.** The County understands MWD owns and maintains the 97-inch Perris Valley Pipeline in Alessandro Boulevard that runs adjacent to the project site. In order to avoid potential impacts to that pipeline, the developer will submit their design plans to MWD's Substructures Team for review and approval. All appropriate project plans will clearly identify MWD's facilities and right-of-way.

**NOTE:** This comment does not result in any changes to the Draft EIR document.

**THIS PAGE IS INTENTIONALLY BLANK**

**2.9 LETTER G: SAN BERNARDINO COUNTY DEPARTMENT OF PUBLIC  
WORKS**

825 East Third Street, San Bernardino, CA 92415-0835 | Phone: 909.387.8109 Fax: 909.387.7876

[www.sbcounty.gov](http://www.sbcounty.gov)

**Department of Public Works**  
 Environmental & Construction • Flood Control  
 Operations • Solid Waste Management  
 Surveyor • Transportation

Gerry Newcombe  
 Director

**LETTER G**

September 30, 2015

File: 10(ENV)-4.01

Riverside County Planning Department  
 Attn: Matt Straite, Project Planner  
 4080 Lemon Street, 12<sup>th</sup> Floor  
 P.O. Box 1409  
 Riverside, CA. 92502-1409  
 Fax 951-955-1811

**RE: CEQA – NOTICE OF AVAILABILITY OF A REVISED FOCUSED DRAFT ENVIRONMENTAL IMPACT REPORT FOR THE ALESSANDRO COMMERCE CENTER FOR RIVERSIDE COUNTY**

Dear Mr. Straite:

Thank you for giving the San Bernardino County Department of Public Works the opportunity to comment on the above-referenced project. **We received this request on August 15, 2015**, and pursuant to our review, the following comments are provided:

**Environmental Management Division (Brandy Wood, Ecological Resource Specialist, 909-387-7971):**

1. Appendix A-1 BUOW Survey 6/10/13 states on Page 1, "No burrowing owl burrows were found on the site." However, Figure 2 within the same document shows there are 19 burrowing owl burrows within the project site.
2. Within the Focused Draft EIR, the document described actions taken if the Project Site is occupied by burrowing owl. The document does not indicate whether accepted guidelines from the 2012 Staff Report on Burrowing Owl Mitigation would be followed. Additionally, the document does not identify any mitigation for either passive or active relocation of burrowing owl. Mitigation for impacts to burrowing owl needs to be included within this document to provide assurance it is mitigated sufficiently.

1

If you have any questions, please contact the individuals who provided the specific comment, as listed above.

Sincerely,

A handwritten signature in black ink, appearing to read "Nidham Aram Alrayes".

**NIDHAM ARAM ALRAYES, MSCE, PE, QSD/P**  
 Public Works Engineer III  
 Environmental Management

NAA:PE:sr/CEQAComent\_RiversideCnty\_EIR\_AlessandroComCntr\_2015-09-30.docx

**BOARD OF SUPERVISORS**

ROBERT A. LOVINGOOD  
 Vice Chairman, First District

JANICE RUTHERFORD  
 Second District

JAMES RAMOS  
 Chairman, Third District

CURT HAGMAN  
 Fourth District

JOSIE GONZALES  
 Fifth District

GREGORY M. DEBARTOLO  
 County Executive

## 2.9.1 Responses to Letter G

### SAN BERNARDINO COUNTY DEPARTMENT OF PUBLIC WORKS

**Response to Comment 1.** The text of Mitigation Measure BR-1a will be modified to address the County's concerns. The following Yellow highlighted text will be added to the measure language already modified in Response 1 to Letter B from the California Department of Fish and Game (Department):

**BR-1a** Burrowing owl (*Athene cunicularia*) - Pursuant to Objective 6 of the Species Account for the burrowing owl included in the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP), within 30 days prior to the issuance of a grading permit, a pre-construction presence/absence survey for the burrowing owl shall be conducted. A qualified biologist, who has a Memorandum of Understanding (MOU) on record with the County of Riverside, shall conduct the survey. A report documenting the results of this presence/absence survey shall be provided to the Riverside County Planning Department, Environmental Programs Division (EDP) for review and approval. If burrowing owl is present on the project site or within a 150-meter buffer zone, take of "active" nests shall be avoided pursuant to the MSHCP and the Migratory Bird Treaty Act. However, when the burrowing owl is present, relocation outside of nesting season (February 1 through August 31) by a qualified biologist shall be required. The EDP shall be consulted to determine appropriate type of relocation (active or passive) and translocation sites.

The County shall consult and coordinate with the Western Riverside County Regional Conservation Authority (RCA) prior to any relocation (passive or active) of burrowing owls from the project site. The County may also consult with the California Department of Fish and Wildlife (CDFW) and the U.S. Fish and Wildlife Service (USFWS). Mitigation for impacts will be consistent with the 2012 "Staff Report on Burrowing Owl Mitigation" published by the Department.

## 2.10 LETTER H: CITY OF FONTANA PLANNING DEPARTMENT



# CITY OF FONTANA CALIFORNIA

September 22, 2015

## LETTER H

Matt Straite  
Project Planner  
Riverside County Planning Department  
4080 Lemon Street, 12<sup>th</sup> Floor  
Riverside, CA 92502

Dear Mr. Straite:

On August 14, 2015, the City of Fontana received information regarding the Planning Project Notice to operate Plot Plan No. 25422- Alessandro Commerce Centre Revised Focused EIR at the South Side of Alessandro Boulevard 0.5- mile west of the I-215 Freeway. At this time, the City has no comments or concerns. If you have any questions, please contact me directly at (909) 350-6566.

Respectfully,

COMMUNITY DEVELOPMENT DEPARTMENT  
PLANNING DIVISION

Rina Leung  
Assistant Planner

c: Zai AbuBakar, Planning Manager



### 2.10.1 Responses to Letter H

#### CITY OF FONTANA PLANNING DEPARTMENT

**Response to Comment 1.** The County thanks the City for its review of the EIR materials and acknowledges they have no comments at this time.

**NOTE:** This comment does not result in any changes to the Draft EIR document.

## 2.11 LETTER I: CENTER FOR BIOLOGICAL DIVERSITY



# LETTER I

Matt Straite  
Riverside Co. Planning Department  
PO Box 1409  
Riverside, CA. 92502-1409  
[MSTRAITE@rctlma.org](mailto:MSTRAITE@rctlma.org)

Re: Revised Focused DEIR, Alessandro Commerce Centre (SCN # 2008061136);  
Settlement Agreement resolving *Center for Biological Diversity, et al. v. County of Riverside, et al.*, Riverside County Superior Court Case No. RIC10009105

Dear Mr. Straite:

This letter recognizes that the Center for Biological Diversity, San Bernardino Valley Audubon Society, and Friends of Riverside's Hills ("Conservation Groups") involved in the case *Center for Biological Diversity, et al. v. County of Riverside, et al.*, Riverside County Superior Court Case No. RIC10009105 support the attached settlement agreement resolving the aforementioned case ("Settlement Agreement") and do not oppose the project as it has been revised by Amstar pursuant to the settlement agreement. These comments also seek to clarify any ambiguity and address discrepancies between the Alessandro Commerce Centre project ("Project") as described in the Revised Focused Draft Environmental Impact Report ("RFDEIR") and the terms of the Settlement Agreement.

The Conservation Groups find that the settlement agreement provides several substantial benefits to the environment in relation to the previously approved project including the following:

- Setting aside a conservation area on the western edge of the project site that will be restored with native vegetation, minimize invasive species, and provide for wildlife movement across the conservation area;
- Taking substantial steps to allow for north-south wildlife movement between the protected Sycamore Canyon Wilderness Park and March Stephens' Kangaroo Rat Preserve;
- Designing an on-site detention basin to benefit water quality that also maximizes native habitat value in the existing riparian areas;
- Relying upon green building and increased energy efficiency principals for the project;
- Reducing the project's edge effects by minimizing night lighting, noise, and human disturbance on adjacent open spaces and wildlife, and prohibiting the use of harmful plants identified in local conservation plans.

The Conservation Groups appreciate the opportunity to voice our support for the settlement agreement resolving the case above and the steps that Amstar has taken to improve

the project design. We also wish to make sure that the project as analyzed in the RFDEIR meet the terms of the Settlement Agreement. To that end below is a discussion of issues that were discussed between representatives from the Center for Biological Diversity (Jonathan Evans), Riverside County (Matt Straite), Amstar (Tom Simmons), and LSA Associates (Kent Norton) in a teleconference on October 2, 2015. During that call the parties discussed methods to incorporate outstanding issues from the Settlement Agreement into the Revised Focused Final Environmental Impact Report (“RFFEIR”), Mitigation Monitoring and Reporting Program (“MMRP”), and/or the Conditions of Approval for the proposed project.

↑  
2

While the terms of the settlement agreement are referenced in the RFDEIR at pages 2-14 to 2-15, several of the provisions are not discussed in the RFDEIR or incorporated into the project. The terms of the Settlement Agreement should be specifically incorporated into the Conditions of Approval, engineering designs, RFFEIR, or MMRP in order to avoid any confusion over whether the revised project achieves the terms of the Settlement Agreement. Assurances regarding conformity with the Settlement Agreement would avoid any potential conflict with terms of the Settlement Agreement that has been filed with the Riverside County Superior Court and Riverside County Clerk’s Office. The provisions of the Settlement Agreement are outlined below by paragraph listed in the Settlement Agreement.

**Paragraph 2.1- Establishing the Conservation Area**

The Conservation Groups appreciate the work by Amstar and the County to assure that the Conservation Area outlined in Exhibit A of the Settlement Agreement is incorporated into the revised project design and RFDEIR. The RFDEIR states that “the developer will provide an endowment to maintain and monitor conditions in the easement in perpetuity.” RFDEIR 3-14, 4-24. The RFFEIR should elaborate on how this endowment will be established, maintained, and managed if it will be used in collaboration with other requirements of the Settlement Agreement.

↓  
3

**Paragraph 2.1.3- Establishing a Conservation Easement**

The terms of the Settlement Agreement required Amstar to establish and record a Conservation Easement “within six (6) months after any Future Entitlements are obtained or by June 30, 2014, whichever is earlier and shall name Petitioners' designee as holder/grantee.” During the teleconference the parties discussed the difficulty with establishing and recording the easement prior to the lot line adjustment, which would occur as part of the project approval process. The Conservation Groups request that explicit language regarding the Conservation Easement be incorporated into the Conditions of Approval. Such language should include the following:

In compliance with the Settlement Agreement resolving *Center for Biological Diversity, et al. v. County of Riverside, et al.*, Riverside County Superior Court Case No. RIC10009105, a permanent conservation easement shall be established and recorded for areas dedicated as the Conservation Area ("Conservation Easement"). The Conservation Easement will be established and recorded by Amstar within six (6) months after any Future Entitlements are obtained or approved, whichever is earlier, and shall name a

designee as the holder/grantee as designated by the Settlement Agreement. The terms, standards, and goals of the Conservation Easement shall be modeled upon the language used for conservation easements under the Western Riverside County Multiple Species Habitat Conservation Plan. The Conservation Easement holder/grantee shall have the necessary organizational and fiscal capacity to ensure enforcement of the easement in perpetuity. Alternatively, the Conservation Area may be transferred in fee title to the Western Riverside County Regional Conservation Authority as long as the obligations regarding the Conservation Area are simultaneously transferred. The applicant shall establish and record the easement prior to any use or occupancy of the building, or structure.

3

**Paragraph 2.1.4- Fencing:**

The Conservation Groups appreciate the incorporation of language regarding the terms of the fencing requirements for the Conservation Area into the project design and RFDEIR at pages 3.13, Figure 3-5 and in the Landscape Concept Plan.

4

**Paragraph 2.2- Grading of the Conservation Area**

The Settlement Agreement contains specific terms and requirements regarding any grading that would occur in the Conservation Area. During the October 2, 2015, teleconference call representatives of Amstar stated that little to no grading would occur in the Conservation Area. Representatives from the Conservation Groups noted that figures within the RFDEIR, in particular Figure 4-1 (Site Lines and Site Sections), created the appearance of substantial grading within the Conservation Area. However, other provisions of the RFDEIR state that no grading would occur in the Conservation Area. RFDEIR at 4-17, 4-42. The Conservation Groups request clarification in the RFFEIR that no grading is allowed as part of the Project approvals and that grading plans be included in the RFFEIR to avoid any ambiguity between figures and text in the RFDEIR. Furthermore, language regarding the restrictions and obligations of Grading of the Conservation Area should be included in the RFDEIR and Conditions of Approval to avoid any ambiguity regarding the requirements should any grading in the Conservation Area be needed as part of Project Construction.

5

**Paragraph 2.2.1- Post Grading Restoration Requirements**

The Settlement Agreement included specific requirements regarding restoration of any graded portions of the Conservation Area. The RFDEIR does not include any language regarding these requirements. Language regarding the obligations of restoration of graded portions of the Conservation Areas should be included in the RFDEIR and Conditions of Approval to avoid any ambiguity regarding the requirements should any grading in the Conservation Area be needed as part of Project Construction. Such language should include the following:

In compliance with the Settlement Agreement resolving *Center for Biological Diversity, et al. v. County of Riverside, et al.*, Riverside County Superior Court Case No.

RIC10009105, should any grading in the Conservation Area occur Amstar shall pay for and complete a one-time restoration of any graded portions of the Conservation Area with native plants generally supportive of Stephens' kangaroo rat habitat including, but not limited to, the plants listed in Exhibit B to the Settlement Agreement. "Initial Grading" of the Conservation Area shall be completed within six (6) months of the commencement of grading in the Conservation Area. Restoration of any areas graded in the Conservation Area shall begin as soon as practicable after completion of the "Initial Grading" so as to coincide with the fall and winter rainy season and reach completion by January 20th of the following year. Restoration shall be completed within one year and may include a grow-kill cycle to reduce weeds during the first raining season if so included in the restoration plan as required in Exhibit B to the Settlement Agreement. Amstar agrees that it will make an adequate one-time restoration effort to achieve a 70% native plant cover (bird's eye view) with the recommended plant palette and a maximum of 10% cover by non-native plant species five (5) years after planting. Attached as Exhibit B to the Settlement Agreement is a list of restoration experts and minimum contract requirements for the restoration of the Conservation Area. The one time restoration shall be based on a site specific scientifically based revegetation plan from local native plant sources developed by a restoration expert chosen by Amstar from the list in Exhibit B of the Settlement Agreement with proven experience in successful revegetation of western Riverside County and coastal sage scrub and native grasslands. The applicant shall provide a report demonstrating the restoration activities that meet the terms of the Settlement Agreement prior to any use or occupancy of the building, or structure.

5

### **Paragraph 2.3- Maintenance of the Conservation Area**

The Settlement Agreement includes specific requirements regarding maintenance of the Conservation Area that are not described in the RDFEIR and Conditions of Approval. Those requirements should be included in the RDFEIR, MMRP, and/or Conditions of Approval. In particular, the Settlement Agreement requires that "Discing as a means of fire clearance will only be permitted if all other fire clearance methods or mechanisms are prohibited." Settlement Agreement at p. 5. This provision was explicitly included to minimize habitat disturbance for wildlife such as the federally endangered Stephens' kangaroo rat, while allowing for less destructive fire clearance methods including "mowing, hand clearance, or grazing." Settlement Agreement at p. 5. Where the RDFEIR does discuss methods to address fire threats such as Impact HHM-8 (RDFEIR at p. 4-53, 54) there is no discussion about the requirements for specific methods to mitigate fire hazards as required by the Settlement Agreement.

6

Inclusion of these terms of the Settlement Agreement in project approvals is crucial because activities within the Conservation Area since the execution of the Settlement Agreement indicate that discing has been employed within the Conservation Area contrary to the requirements of the Settlement Agreement. See attached photographs of discing of Conservation Area. The Conservation Groups request that explicit language regarding the requirements for fire clearance and the prohibition on discing be incorporated into the Conditions of Approval. Such language should include the following:

In compliance with the Settlement Agreement resolving *Center for Biological Diversity, et al. v. County of Riverside, et al.*, Riverside County Superior Court Case No. RIC10009105, discing as a means of fire clearance will only be permitted if all other fire clearance methods or mechanisms are prohibited. Weed abatement/fire prevention techniques that should be employed, where required, include mowing, hand clearance, or grazing. Discing is only permitted upon written demonstration from an appropriate regulatory authority stating that other weed abatement/fire prevention techniques are not permitted.

6

### **Paragraph 2.5.1 and 2.5.2- Light Leaking Into Adjacent Conservation Areas**

The Settlement Agreement specifically included language regarding light leakage into areas dedicated for wildlife conservation adjacent to the project. Settlement Agreement, Paragraphs 2.5.1 and 2.5.2, at p. 5. The Conservation Area dedicated as part of the Settlement Agreement and adjacent areas to the south and southwest owned by the March Joint Powers Authority are dedicated conservation areas that are subject to the Settlement Agreement's requirements to minimize light leakage. See Consent Decree and [Proposed] Order, Settlement Agreement, Exhibit A. The RFDEIR does not disclose or analyze the consistency with these lighting requirements.

The Conservation Groups request that explicit language regarding the minimization of light leakage into adjacent conservation areas be incorporated into the Conditions of Approval. Such language should include the following:

In compliance with the Settlement Agreement resolving *Center for Biological Diversity, et al. v. County of Riverside, et al.*, Riverside County Superior Court Case No. RIC10009105, the Project will be constructed using lighting systems which will minimize impact to neighbors and be sensitive to the environment to minimize light leakage into areas set aside for the benefit of wildlife and open space. Night lighting shall be directed away from the Conservation Area and adjacent conservation areas to protect species within those areas from direct night lighting and shall treat the Conservation Area as a separate parcel for purposes of compliance with Riverside County ordinance 915. Shielding shall be incorporated in project designs to ensure ambient lighting in the Conservation Area and adjacent conservation areas is not increased beyond .5 footcandles adjacent to developed lots and to avoid direct artificial light on the Conservation Area and adjacent conservation areas. It is recognized that public street lighting may be subject to different requirements. In addition, to the extent permissible under local, state and federal law, the locations of fixtures would be selected based on desired angles of light and proximity to the Conservation Area. Devices that may be employed to directionally control light may include lenses, louvers, barn doors, and snoots. Beam patterns would be asymmetric with the light aimed at the road surface area. A photometric study and engineering plan shall be submitted demonstrating consistency with these lighting provisions prior to any use or occupancy of the building, or structure.

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**Paragraph 2.5.6- LEED silver standards**

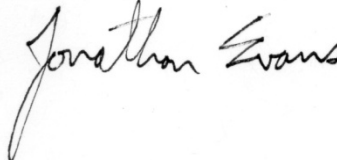
The Settlement Agreement required that the project be built in compliance LEED (Leadership in Energy and Environmental Design) silver standards, but that is not addressed in the RFDEIR or Conditions for Approval. The Conservation Groups request that explicit language regarding LEED silver certification standards be incorporated into the Conditions of Approval. Such language should include the following:

In compliance with the Settlement Agreement resolving *Center for Biological Diversity, et al. v. County of Riverside, et al.*, Riverside County Superior Court Case No. RIC10009105, the project applicant shall demonstrate compliance with LEED silver certification prior to any use or occupancy of the building, or structure.

**Conclusion**

The Conservation Groups appreciate the work done by the project applicant and the County to make sure that the revised project meets the terms of the Settlement Agreement and assures that no violations of that agreement result from any future entitlements or approvals. Should you have any questions please do not hesitate to contact me at the information listed above.

Sincerely,



cc:

Tom Simmons, Black Ridge Real Estate Group representing Amstar  
Kent Norton, LSA Associates  
Drew Feldmann, San Bernardino Valley Audubon Society  
Dr. Leonard Nunney, Friends of Riverside's Hills

Enclosures:

Settlement Agreement *Center for Biological Diversity, et al. v. County of Riverside, et al.*, Riverside County Superior Court Case No. RIC10009105.

Photographs of Discing in Conservation Area, July 29, 2015.

Center for Biological Diversity, et al. v. Bartel, et al., S.D. Cal. Case No. 09-cv-1864-JAH-DHB, Consent Decree and [Proposed Order], including Settlement Agreement with Exhibits.

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FILED  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE

SEP 27 2012

J. ALVAREZ

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Jonathan Evans (SBN 247376)  
CENTER FOR BIOLOGICAL DIVERSITY  
351 California Street, Suite 600  
San Francisco, CA 94104  
Telephone: (415) 436-9682  
Fax: (415) 436-9683  
Email: jevans@biologicaldiversity.org

Attorney for Petitioners

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF RIVERSIDE

CENTER FOR BIOLOGICAL )  
DIVERSITY, SAN BERNARDINO )  
VALLEY AUDUBON SOCIETY, and )  
FRIENDS OF RIVERSIDE'S HILLS, )

) Case No. RIC 10009105

) Petitioners,

) **NOTICE OF SETTLEMENT AGREEMENT**

) vs.

) Judge: Hon. Sharon J. Waters

) COUNTY OF RIVERSIDE and )  
) BOARD OF SUPERVISORS OF THE )  
) COUNTY OF RIVERSIDE, and )  
) DOES 1-20, )

) Dept.: 10

) Respondents.

**BY FAX**

) AMSTAR/KALIBER LLC, AMSTAR )  
) GROUP LLC, REED PROPERTY )  
) GROUP INC, AND DOES 21-50, )

) Real Parties in Interest.

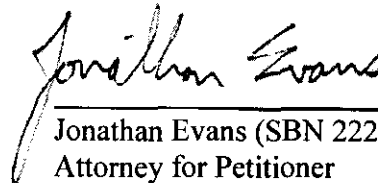
1 To RESPONDENTS County of Riverside and Board of Supervisors of the County of  
2 Riverside, REAL PARTIES IN INTEREST Amstar/Kaliber LLC, Amstar Group LLC, and  
3 Reed Property Group Inc., their attorneys of record, and THE COURT:

4 Notice is hereby given that the PETITIONERS, Center for Biological Diversity, San  
5 Bernardino Valley Audubon Society, and Friends of Riverside's Hills, and REAL PARTIES  
6 IN INTEREST, Amstar/Kaliber LLC, Amstar Group LLC, Reed Property Group Inc., Kaliber  
7 Alessandro Manager, LLC, Kaliber Co-Investments LLC, Reed Holdings LLC, entered into a  
8 SETTLEMENT AGREEMENT on September 14, 2012 to resolve all claims and actions in this  
9 case.

10 Attached as Exhibit A is a true and correct copy of that fully executed SETTLEMENT  
11 AGREEMENT.

12  
13 Dated: September 27, 2012

By:



Jonathan Evans (SBN 222265)  
Attorney for Petitioner  
CENTER FOR BIOLOGICAL  
DIVERSITY, SAN BERNARDINO  
VALLEY AUDUBON SOCIETY, and  
FRIENDS OF RIVERSIDE'S HILLS

1 PROOF OF SERVICE

2 STATE OF CALIFORNIA, COUNTY OF SAN FRANCISCO

3 I am employed in the County of San Francisco, California. I am over the age of 18 and  
4 not a party to the foregoing action. My business address is 351 California ST, Suite 600, San  
5 Francisco CA, 94619.

6 On September 27, 2012 I served a true and correct copy of the

7 NOTICE OF SETTLEMENT AGREEMENT

8 on the parties in this action by placing a true copy thereof in a sealed envelop,  
9 addressed as shown on the attached service list:

10  BY MAIL Such envelope was sealed and placed for collection and mailing following  
ordinary business practices.

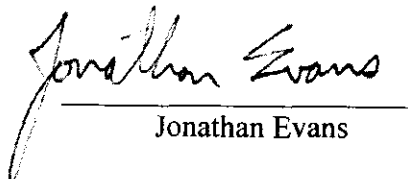
11  BY PERSONAL SERVICE by personally delivering such envelope by hand to the  
12 offices of the addressee(s).

13  BY OVERNIGHT DELIVERY SERVICE via Express Mail to the offices of the  
14 addressee(s). In accordance with Code of Civil Procedure § 1013(c) as follows: I am  
15 readily familiar with this firm's practice of collection and processing correspondence  
16 for mailing with Express Mail. Under that practice the correspondence would be  
17 deposited with Express Mail on that same day in the ordinary course of business with  
postage thereon fully prepaid at Los Angeles, California. The correspondence was  
received after 5:30 PM and was dispatched the next day. Such envelope was sealed and  
placed for collection and mailing following ordinary business practices addressed to:

18  BY FACSIMILE. A true copy thereof was transmitted by facsimile and the  
19 transmission reported complete and without error.

20 Executed on September 27, 2012 in San Francisco, California.

21  STATE I declare under penalty of perjury under the law of California that the  
22 foregoing is true and correct.

23   
24 \_\_\_\_\_  
Jonathan Evans

1 Attached service list for CENTER FOR BIOLOGICAL DIVERSITY et al, v. COUNTY OF  
2 RIVERSIDE et al., Riverside Superior Court Case No: RIC10009105:

3 Respondent COUNTY OF RIVERSIDE:

4 MICHELLE CLACK  
5 OFFICE OF RIVERSIDE COUNTY COUNSEL  
6 3960 ORANGE STREET - FIFTH FLOOR  
7 RIVERSIDE, CA. 92501

8 Real Parties In Interest AMSTAR/KALIBER LLC, AMSTAR GROUP LLC, REED  
9 PROPERTY GROUP INC:

10 GEOFF WILLIS  
11 SHEPPARD MULLIN  
12 650 TOWN CENTER DRIVE  
13 4TH FLOOR  
14 COSTA MESA, CA 92626-1993

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# **Exhibit A**

## SETTLEMENT AGREEMENT

**PARTIES:** This Settlement Agreement ("Agreement") is entered into by and between Amstar/Kaliber LLC, Amstar Group LLC, Reed Property Group, Inc., Kaliber Alessandro Manager, LLC, Kaliber Co-Investments, LLC, Reed Holdings, LLC, (collectively, "Amstar") on the one hand and the Center for Biological Diversity ("CBD"), San Bernardino Valley Audubon Society, and Friends of Riverside's Hills (collectively "Petitioners"), on the other hand. Amstar and Petitioners are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties." Reed Property Group, Inc. was dissolved after the filing of the "Action" and is not a signatory to this Agreement. It is the intent of the Parties that this Agreement shall establish the terms of a full and complete settlement of all claims and actions raised in *Center for Biological Diversity, et al. v. County of Riverside, et al.*, Riverside County Superior Court Case No. RIC10009105 (the "Action"). The terms of this Agreement are intended to be the limit of the Parties' obligations.

1. **RECITALS:** This Agreement is made with reference to the following facts:

1.1 Whereas Amstar proposes to construct a non-residential project (uses may include any permitted use allowed in the existing zoning) on its approximately 54 acre property located immediately south of Alessandro Boulevard and west of Interstate 215 including all access and infrastructure appropriate for such construction including but not limited to obtaining access through Brown Street by way of easement or other legal instrument (the "Project" or the "Property").

1.2 Whereas Petitioners filed a Petition for Writ of Mandate and Complaint for Declaratory and Injunctive Relief in Riverside Superior Court, Case No. RIC10009105 challenging Amstar's proposed commercial/industrial project as a violation of the California Environmental Quality Act, Subdivision Map Act, State Planning and Zoning Law, and a Riverside County Ordinance.

1.3 Whereas a Judgment and Peremptory Writ of Mandate was issued in favor of Petitioners in the Action invalidating the Environmental Impact Report and associated approvals.

1.4 Whereas, by entering into this Agreement, the Parties intend to resolve the Action.

2. **AGREEMENT:** In consideration of and in return for the promises and covenants made by all Parties to this Agreement, including the releases given by all Parties, the Parties agree as follows:

2.1 **Conservation Area:** Amstar plans to seek approvals for the Project from the County of Riverside which may require the issuance of discretionary permits ("Future Entitlements"). When Amstar makes such application, Amstar shall request a condition of approval from the County of Riverside (the "County") or other approving agency requiring a "no structures" area ("Conservation Area") on the western side of the Project site in accordance with the dimensions identified in the attached Exhibit A and shall take all necessary actions to include that condition of approval in any future entitlements sought on the Project site. When the Future



Entitlements are granted or issued by the regulating agency, the Conservation Area shall have zero square feet of intensity assigned to it and shall generally extend 200 feet east from the western boundary of the property, extending to 400 feet at the northern edge and 300 feet at the southern edge. To ensure that the County is aware of the requirements set forth in this Agreement, Amstar agrees to enter this Agreement into the record of application to be filed with the County. The exact dimensions of the "Conservation Area" are depicted in Exhibit "A" (hereinafter called the "Conservation Area"). To the extent there is any conflict between the written description provided in this paragraph and the attached Exhibit A, the area as shown in the shaded area of the attached Exhibit A, shall apply. Except as provided immediately below, the Conservation Area shall prohibit the construction of any man made surface structures including any and all buildings pavement types and roads, and all grading in the Conservation Area shall be limited to that allowed in Paragraph 2.2 of this Agreement. Surface improvements that would be permitted in the Conservation Area would be related to erosion control on the easterly edge of the Conservation Area and Amstar shall cooperate with regulating agencies to avoid or minimize any impact on the habitat value of the Conservation Area.

2.1.1 It is the desire of Petitioners that the Conservation Area function as wildlife habitat for sensitive species including, but not limited to, the Stephens' kangaroo rat. It is the further desire of Petitioners that the Conservation Area function as a wildlife corridor connecting the Sycamore Canyon Wilderness Area to the north of Alessandro Boulevard with the March Stephen's Kangaroo Rat Preserve managed by the Center for Natural Lands Management on land owned by the March JPA to the south of the Project site. Amstar agrees to take the steps set forth in this Agreement to facilitate that goal.

2.1.2 This agreement shall be binding upon successors, lessees and users of the Property and this agreement shall be recorded against the Property within sixty days of the execution and shall run with the land.

2.1.3 A permanent conservation easement shall be established and recorded for areas dedicated as the Conservation Area ("Conservation Easement"). The Conservation Easement will be established and recorded by Amstar within six (6) months after any Future Entitlements are obtained or by June 30, 2014, whichever is earlier and shall name Petitioners' designee as holder/grantee. The terms, standards, and goals of the Conservation Easement shall be modeled upon the language used for conservation easements under the Western Riverside County Multiple Species Habitat Conservation Plan. The Conservation Easement holder/grantee shall have the necessary organizational and fiscal capacity to ensure enforcement of the easement in perpetuity. Alternatively, the Conservation Area may be transferred in fee title to the Western Riverside County Regional Conservation Authority under section 2.4 of this agreement. Nothing in this paragraph should be construed as a precommitment to the granting of any right and is and will only be given and undertaken following the approval of the Future Entitlements and is conditional and dependent upon the issuance and/or approval of those Future Entitlements.

2.1.4 It is the desire of Petitioners that access by the public and urban predators such as cats and dogs shall be minimized to reduce the impacts to sensitive species and habitat in the Conservation Area. During the construction of the Project, Amstar agrees to install a gated wrought iron fence at the northern terminus of the Conservation Area in an east-west direction perpendicular to the Project and the residences. The gated wrought iron fence shall

include pickets with a minimum width of six (6) inches apart and the bottom of the fence shall be twelve (12) to sixteen (16) inches above the ground. Amstar agrees to install a 3-wire fence with a smooth bottom wire twelve (12) to sixteen (16) inches above the ground at the southern terminus of the Conservation Area in an east-west direction and perpendicular to the Project and the residences. Amstar agrees to install fencing on the western boundary of the Conservation Area and adjacent to the residential properties in a north-south direction that will prohibit access by the public and cats and dogs ("urban predators"). Subject to conflicting requirements imposed on the Project through the issuance of the Future Entitlements, Amstar agrees that it will make reasonable efforts to limit public and urban predator access from the Project site onto the Conservation Area. Included in these measures will be fencing on the Project site designed to minimize both human and urban predator access to the Conservation Area. The Parties acknowledge that any additional fencing on or in the Conservation Area (not including fencing between the Conservation Area and the Project site) shall be an Additional Measure as described in this paragraph. Additional Measures to minimize public access may also include, but are not limited to signs to reduce trespass and inform the public of the sensitive nature of the Conservation Area, locks on the gate to limit access to people authorized by the parties as authorized under this Agreement, and other measures viewed helpful to limit public access. With the exception of the fencing and gates described in this paragraph above, all of these additional measures may be taken by Petitioners, the Conservation Easement holder, or their designee 1) at their sole cost, 2) with the permission of Amstar which shall not be unreasonably withheld, 3) without impacting the security of the Amstar Project, and 4) with any and all permits required by law from any regulating agency.

2.1.5 Subject to the terms of this Agreement, Amstar agrees to cooperate in good faith with neighboring landowners and wildlife agencies to facilitate habitat management of the Conservation Area and the ability of wildlife to move within, across, to and from the Conservation Area.

2.2 **Grading of the Conservation Area:** Amstar shall have the right to grade the Conservation Area in accordance with entitlements and/or permits issued to Amstar for construction of the Project. Grading shall be done in a way to minimize impacts on the Conservation Area as much as reasonable without impacting Project design and shall attempt to maintain or mimic natural contours of the land consistent with Project design in the Conservation Area. In no event will the majority of the area be graded to a set of flat (level or sloping) surfaces without contour grading to mimic the natural landscape. Contour grading shall be utilized in the Conservation Area. The slope will not exceed 15% on the western 40 feet of the Conservation Area adjacent to the residential areas. The top six (6) inches of native top soil within the Conservation Area that are subject to grading shall be stockpiled and spread over the graded portion of the Conservation Area within six (6) months of stockpiling. Rock outcroppings existing onsite will be retained, relocated, or recreated onsite in the Conservation Area for the purpose of benefitting wildlife habitat. Any rock outcroppings within the Conservation Area that must be moved shall be not be subject to blasting or measures that create sharp edges or an unnatural angular appearance to the relocated outcrops. Any boulders relocated within the Conservation Area, and any boulders from the construction site placed by Amstar in the Conservation Area at Amstar's election, shall be placed on or near bedrock within the Conservation Area to create separate non-flammable, rocky islands to reduce fuel loads and increase fire safety near homes. In the event of conflicting requirements from the County regarding the retention of rock outcroppings the Parties will meet and confer to determine the

best method to retain rock outcroppings onsite to benefit wildlife habitat. Grading of the Conservation Area shall not be repeated after the initial grading for project construction has been completed. "Initial Grading" shall include all grading activities necessary to effectuate the Project regardless of whether grading is continuous as long as Amstar is in compliance with the conditions of approval for the discretionary permits sought by Amstar. Amstar shall conduct pre-grading surveys and relocations of sensitive, rare, or endangered wildlife.

2.2.1 Amstar shall pay for and complete a one-time restoration of any graded portions of the Conservation Area with native plants generally supportive of Stephens' kangaroo rat habitat including, but not limited to, the plants listed in Exhibit B. "Initial Grading" of the Conservation Area shall be completed within six (6) months of the commencement of grading in the Conservation Area. Restoration of any areas graded in the Conservation Area shall begin as soon as practicable after completion of the "Initial Grading" so as to coincide with the fall and winter rainy season and reach completion by January 20th of the following year. Restoration shall be completed within one year and may include a grow-kill cycle to reduce weeds during the first raining season if so included in the restoration plan (Exhibit B). Amstar agrees that it will make an adequate one-time restoration effort to achieve a 70% native plant cover (bird's eye view) with the recommended plant palette and a maximum of 10% cover by non-native plant species five (5) years after planting. Attached as Exhibit B to this Agreement is a list of restoration experts and minimum contract requirements for the restoration of the Conservation Area that are satisfactory to all Parties to this Agreement. By selecting a restoration expert from Exhibit B and satisfying all of the other provisions of this Agreement responsibility for maintenance, upkeep and success of the Conservation Area will transfer from Amstar to the Conservation Easement holder. The one time restoration shall be based on a site specific scientifically based revegetation plan from local native plant sources developed by a restoration expert chosen by Amstar from the list in Exhibit B with proven experience in successful revegetation of western Riverside County and coastal sage scrub and native grasslands. Amstar will work in good faith with the County to encourage consistency between the requirements of this Agreement and the Conditions of Approval imposed by the County. However, in the event that the County imposes conflicting requirements, the Parties agree that the provisions imposed by the County will prevail over the requirements set forth in this paragraph to the extent that the County requirements do not preclude effective restoration of Stephens' kangaroo rat habitat within the Conservation Area as contemplated by this Agreement.

2.3 **Maintenance of the Conservation Area:** After successful completion of the one-time restoration referred to in Section 2.2, Amstar shall have no further obligation to maintain the Conservation Area in any manner other than for purposes Amstar chooses, such as trash removal. Amstar and Petitioners shall in good faith negotiate a Cooperation Agreement which will provide that holder of the Conservation Easement described in paragraph 2.1.3 above may enter the Conservation Area for management and monitoring purposes to ensure that non-native invasive species are controlled, habitat for native species is maintained, and the rights for Amstar to enter the Conservation Area for trash removal and other related maintenance that does not hinder the habitat value of the Conservation Area. Amstar's obligations and duties to enter and/or maintain the Conservation Area is within the sole discretion of Amstar. The parties recognize that there may be a need to maintain the property to comply with requirements regarding fire prevention. After granting of the Conservation Easement the obligation to maintain the Conservation Area for fire prevention shall be the obligation solely of the holder of the Conservation Easement who shall indemnify and hold Amstar harmless for the actions of the

holder of the Conservation Easement in maintaining the property for fire prevention purposes. Amstar recognizes that the holder of the Conservation Easement will likely desire to use weed abatement/fire prevention techniques such as mowing, hand clearance, or grazing. Discing as a means of fire clearance will only be permitted if all other fire clearance methods or mechanisms are prohibited. Amstar will work in good faith with the County to encourage consistency between the requirements of this Agreement and the Conditions of Approval imposed by the County. In the event that the holder of the Conservation Easement fails to adequately maintain the Conservation Area to comply with weed abatement/fire prevention laws and regulations, it shall not be a violation of this Agreement if Amstar or its successor enters the property and takes actions as directed by a legal authority required to bring the Conservation Area into compliance with weed abatement/fire prevention requirements. If Amstar or its successors receive a notice of non-compliance with weed abatement/fire prevention requirements it will promptly notify the Conservation Easement holder to provide the Conservation Easement holder with a reasonable time to rectify the non-compliance prior to Amstar or its successors taking action.

2.4 **Transfer of Conservation Area:** In the event that Amstar takes action to create a separate parcel coterminous with the boundaries of Exhibit A, Amstar in its sole discretion may transfer ownership or control of the Conservation Area as a separate lot or as part of a lot as long as the obligations regarding the Conservation Area are simultaneously transferred, including the transfer of any obligations under this Agreement to the buyer or other transferee. Amstar or its successors agree that transfer of the Conservation Area to the Western Riverside County Regional Conservation Authority will not be unreasonably withheld.

2.5 **Construction of the Project:**

2.5.1 The Project will be constructed using lighting systems which will minimize impact to neighbors and be sensitive to the environment to minimize light leakage into areas set aside for the benefit of wildlife and open space. Night lighting shall be directed away from the Conservation Area and adjacent conservation areas to protect species within those areas from direct night lighting and shall treat the Conservation Area as a separate parcel for purposes of compliance with Riverside County ordinance 915. Shielding shall be incorporated in project designs to ensure ambient lighting in the Conservation Area and adjacent conservation areas is not increased beyond .5 footcandles adjacent to developed lots and to avoid direct artificial light on the Conservation Area and adjacent conservation areas. It is recognized that public street lighting may be subject to different requirements. In addition, to the extent permissible under local, state and federal law, the locations of fixtures would be selected based on desired angles of light and proximity to the Conservation Area. Devices that may be employed to directionally control light may include lenses, louvers, barn doors, and snoots. Beam patterns would be asymmetric with the light aimed at the road surface area.

2.5.2 Amstar will seek a condition of approval from the County of Riverside or other approving authority requiring that construction and operation of the Project shall minimize light leakage into the Conservation Area.

2.5.3 Amstar will not utilize any of the plants described MSHCP Table 6-2 (Plants That Should be Avoided Adjacent to the MSHCP Conservation Area) anywhere on the Project site. Only highly fire resistant landscaping and fire safe landscaping will be used within 100 feet of the Conservation Area on the Project site.

2.5.4 Proposed noise generating land uses affecting the Conservation Area or adjacent conservation areas shall incorporate techniques helpful to minimize the effects of noise on Conservation Area resources pursuant to applicable rules, regulations and guidelines related to land use noise standards. Excluding all background noise sources, wildlife within the Conservation Area or adjacent conservation areas should not be subject to noise solely from the Project that would exceed residential noise standards as measured from the residential property line and excluding temporary noise impacts during project construction. Temporary noise impacts during Project construction shall be limited to that allowed under County regulations regarding construction.

2.5.5 Amstar will cooperate with Petitioners in the design of the Project's southern retention basin located in the vicinity of the border between Parcel 2 and Parcel 3 (as identified in Exhibit A). The southern retention basin will address water runoff from the property's Parcel 3 (as identified in Exhibit A) riparian areas and maximize native habitat value in the existing riparian areas. The cooperation on the design of the southern detention basins shall not unreasonably affect construction plans for the Project, or unreasonably increase Amstar's costs related to the southern detention basin.

2.5.6 Amstar will build the Project in accordance with LEED Silver standards, with the exception of standards, if any, that apply to impacts upon endangered species.

2.5.7 Petitioners desire that Brown Street on the eastern border of the Project site, Alessandro Boulevard on the northern border of the Project site, and in particular the intersection of Brown Street and Alessandro Boulevard, be designed to minimize impacts to wildlife movement to and from the neighboring Sycamore Canyon Wilderness Park. Amstar desires to obtain rights for the use of Brown Street, Alessandro Boulevard and Gem Lane to allow the full use of the Project site as allowed in the Future Entitlements. The rights sought by Amstar will be solely for the purpose of road access, drainage and uses ancillary to those purposes (such as curb and gutter, road widening and partial dedications) and may include but are not limited to easements, grading permits, rights of way or other legal rights or devices necessary for access and road expansion. Amstar agrees to help facilitate the desires of Petitioners as detailed in this paragraph and Petitioners agree to support and not oppose Amstar's efforts to perfect all access and road improvement work to allow development of the Project Site as allowed in the Future Entitlements.

2.6 **Petitioners Will Not Challenge Project:** As part of the Action, the Court has ordered the County to take certain actions regarding entitlement approval for the Project. Nothing in this Agreement has any impact upon or changes in any way that obligation. Once the County has undertaken those obligations, Petitioners agree that they will take no further actions of any kind regarding the Action except as ordered by the Court or required by law. Except as provided in this Agreement, Petitioners will not seek attorneys' fees, costs or any other kind of further relief from the Court in the Action.

Following the County's completion of the Court ordered obligations, Amstar intends to submit a modified land use application to the County for approval. The approvals sought from the County by Amstar may include, but are not limited to, zone changes, variances, General Plan Amendment, conditional use permits or any of several other land use permits or certifications that may be issued by the County. Approval by the County of that modified land use application

including certification of any supporting California Environmental Quality Act document or review shall constitute the Future Entitlement of the Project. It is also possible that in the future Amstar will seek further or additional changes to the approvals governing the use of the property.

In addition, these entitlements may include measures or conditions impacting neighboring properties, including but not limited to, road, drainage, and grading easements with any adjacent or nearby property owners. Petitioner CBD currently is involved in litigation with the March JPA over property adjoining the Project. Petitioners further agree that they will not file any letter, complaint, petition, or other paper or pleading challenging the Project before any government agency, administrative agency, public agency, court, or other public body, as long as the development or use is consistent with the terms of this Agreement.

Notwithstanding any proposed change of use sought or obtained in the Future Entitlements, as long as Amstar honors its obligations under the terms of this Agreement, Petitioners agree that they will not challenge or bring any form of a claim in any administrative proceeding, court action or any other proceeding regarding the Project including but not limited to the actions taken by the County as required by the Court in the Action, any application regarding Future Entitlement of the Project or any future applications regarding use of the Property. In addition, Petitioners agree that they will not solicit or encourage any party whether an individual, group or company of any kind to bring any claim or action regarding any approval of the Project. Notwithstanding the provisions of this paragraph, the Parties retain the right to enforce the terms of the Agreement in legal and administrative proceedings including requests for compliance with the terms of this agreement.

2.7 **Attorneys' Fees**: Amstar will pay Petitioners \$50,000 within thirty (30) days of receipt of the Notice of Entry of Dismissal of the Action, and \$50,000 within thirty (30) days of receipt of Future Entitlements for the Project or by June 30, 2014 if Amstar fails to have an active development application pending before the County after June 30, 2014, whichever is earlier.

2.8 **Letter From Petitioners Regarding Project**: Petitioners will prepare a letter, at Amstar's request, stating that they support this Agreement and do not oppose the Project in the general form of Exhibit C attached. In the event that the attached letter is edited by Petitioners, Amstar may offer suggested additions or deletions to the letter and Petitioners will make a good faith effort to address and incorporate those suggested additions or deletions.

2.9 **Notices**: Any notice required pursuant to the terms of this Agreement shall be provided as follows:

For Amstar:	D. Scott Gibler Amstar Group, LLC 1050 17th St., 23rd Floor Denver, CO 80265
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And with a copy to: Geoffrey K. Willis  
Sheppard, Mullin, Richter & Hampton LLP  
650 Town Center Drive, 4th Floor  
Costa Mesa, CA 92626

For Petitioners: Center for Biological Diversity  
351 California St, Suite 600  
San Francisco, CA. 94104  
Attn: Jonathan Evans

And with copies to: San Bernardino Valley Audubon Society  
P.O. Box 10973  
San Bernardino, CA 92423-0973  
Attn: Drew Feldmann

Friends of Riverside's Hills  
4477 Picacho Drive  
Riverside, CA. 92507  
Attn: Dr. Len Nunney

For Reed Property Group, Inc., Kaliber Alessandro Manager, LLC, Kaliber Co-Investments, LLC, Reed Holdings, LLC: Craig M. Reed  
~~Reed Property Group~~  
305 N. Harbor Blvd.  
Suite 215  
Fullerton, CA 92832

*KALIBER ALESSANDRO MANAGER, LLC*

3. **MISCELLANEOUS:**

3.1 **Advice of Counsel:** The Parties have entered into this Agreement upon the legal advice of their attorneys, who are the attorneys of their choice. The terms of this Agreement have been completely read and explained by such attorneys, and such terms are fully understood and voluntarily accepted by each of the Parties.

3.2 **Entire Agreement:** This Agreement is the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This Agreement may be amended only by an agreement in writing signed by all Parties.

3.3 **Severability:** Each provision of this Agreement is separate, distinct, and severable from the others. If any provision is held unenforceable, the rest of the Agreement shall be enforced to the greatest extent possible.



3.4 **Successors and Assigns:** This Agreement is binding upon and shall inure to the benefit of the Parties hereto and their agents, employees, representatives, administrators, attorneys, insurers, lenders, shareholders, owners, officers, directors, divisions, affiliates, partnerships, partners, joint venturers, parents, subsidiaries, and related corporations, assigns, heirs, and successors in interest, and each of them.

3.5 **No Presumption Against Drafting Party:** All Parties have cooperated in the drafting and preparation of this Agreement. Consequently, the interpretation of this Agreement shall not be construed against any Party.

3.6 **Verification of Compliance:** Any Party may request in writing that the other Parties provide verification of compliance with the terms of this Agreement, including attached Exhibits. The other Parties shall provide the requesting party with such verification within ninety (90) days of receipt of the request. Such verification shall be in writing and shall include a signed statement from a representative of the Parties, or their respective successors, as the case may be, that the Parties have fully complied with their obligations in this Agreement.

3.7 **Enforcement of Agreement:** At least 30 days prior to filing any motion to enforce this Agreement, the Party contemplating the motion must bring its claimed breach to the attention of the other Party, in writing, and make a good faith effort to resolve the dispute informally within 30 days thereafter. The parties agree that they will meet and confer (either telephonically or in-person) at the earliest possible time in a good-faith effort to resolve the claim before seeking relief from the Court. If the parties are unable to resolve the claim themselves, either party may seek relief from the Court.

3.8 **Choice of Forum and Applicable Law:** This Agreement is intended to be construed pursuant to the laws of the State of California, and each of the undersigned Parties agrees that the only proper venue for any action arising out of the breach of this Agreement or other document delivered pursuant to any provision hereof, shall be the Superior Court of California for the County of Riverside.


3.9 **Ability to Perform:** Each Party represents and warrants to each other Party that it has the ability to carry out the obligations assumed and promised hereunder, and is not presently aware of any pending event which would, or could, hamper, hinder, delay, or prevent its timely performance of said obligations.


3.10 **Further Acts and Amendments:** Each Party to this Agreement agrees to perform all further acts and execute all further documents necessary to carry out the intent and purposes of this Agreement.

3.11 **Section Headings:** The captions, subject, section and paragraph headings in this Agreement are included for convenience and reference only. They do not form a part hereof, and do not in any way modify, interpret, or reflect the intent of the Parties. Said headings shall not be used to construe or interpret any provision of this Agreement.

3.12 **Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be deemed one and the same instrument.

3.13 **Effective Date:** The effective date of this Agreement is the last date upon which it is executed by all Parties.

Dated: 9/13/12 Amstar/Kaliber LLC  
By:   
Its: Authorized Representative

Dated: 9/13/12 Amstar Group LLC  
By:   
Its: President

Dated: \_\_\_\_\_ Reed Property Group, Inc.  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Dated: \_\_\_\_\_ Kaliber Alessandro Manager, LLC  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Dated: \_\_\_\_\_ Kaliber Co-Investments, LLC  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

3.13 **Effective Date:** The effective date of this Agreement is the last date upon which it is executed by all Parties.

Dated: \_\_\_\_\_ Amstar/Kaliber LLC  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Dated: \_\_\_\_\_ Amstar Group LLC  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Dated: 9.14.12 Reed Property Group, Inc. (DISSOLVED)  
By: *C. M. L.*  
Its: FORMER PRESIDENT

Dated: 9.14.12 Kaliber Alessandro Manager, LLC  
By: *C. M. L.*  
Its: MANAGER

Dated: 9.14.12 Kaliber Co-Investments, LLC  
By: *C. M. L.*  
Its: MANAGER

Dated: 9.14.12

Reed Holdings, LLC

By: *C. M. [Signature]*

Its: PRESIDENT

Dated: \_\_\_\_\_

Center for Biological Diversity

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

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

San Bernardino Valley Audubon Society

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

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

Friends of Riverside's Hills

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

Its: \_\_\_\_\_

Approved as to form and content:

SHEPPARD, MULLIN, RICHTER &  
HAMPTON LLP

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

GEOFFREY K. WILLIS  
Attorney for Amstar/Kaliber LLC, Amstar  
Group LLC, and Reed Property Group, Inc.

Dated: \_\_\_\_\_

Reed Holdings, LLC

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

Its: \_\_\_\_\_

Dated: SEPTEMBER 13, 2012

Center for Biological Diversity

By: Sh Keato

Its: AUTHORIZED REPRESENTATIVE

Dated: \_\_\_\_\_

San Bernardino Valley Audubon Society

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

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

Friends of Riverside's Hills

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

Its: \_\_\_\_\_

Approved as to form and content:

SHEPPARD, MULLIN, RICHTER &  
HAMPTON LLP

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

GEOFFREY K. WILLIS  
Attorney for Amstar/Kaliber LLC, Amstar  
Group LLC, and Reed Property Group, Inc.

Dated: \_\_\_\_\_ Reed Holdings, LLC

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

Its: \_\_\_\_\_

Dated: \_\_\_\_\_ Center for Biological Diversity

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

Its: \_\_\_\_\_

Dated: September 14, 2012 \_\_\_\_\_ San Bernardino Valley Audubon Society

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

Its: Conservation Chair \_\_\_\_\_

Dated: \_\_\_\_\_ Friends of Riverside's Hills

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

Its: \_\_\_\_\_

Approved as to form and content:

**SHEPPARD, MULLIN, RICHTER &  
HAMPTON LLP**

By: \_\_\_\_\_  
**GEOFFREY K. WILLIS**  
Attorney for Amstar/Kaliber LLC, Amstar  
Group LLC, and Reed Property Group, Inc.

Dated: \_\_\_\_\_

Reed Holdings, LLC

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

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

Center for Biological Diversity

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

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

San Bernardino Valley Audubon Society

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

Its: \_\_\_\_\_

Dated: 14 SEP 2012

Friends of Riverside's Hills

By: [Signature]

Its: Secretary

Approved as to form and content:

SHEPPARD, MULLIN, RICHTER &  
HAMPTON LLP

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

GEOFFREY K. WILLIS  
Attorney for Amstar/Kaliber LLC, Amstar  
Group LLC. and Reed Property Group, Inc.



Dated: \_\_\_\_\_

Reed Holdings, LLC

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

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

Center for Biological Diversity

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

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

San Bernardino Valley Audubon Society

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

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

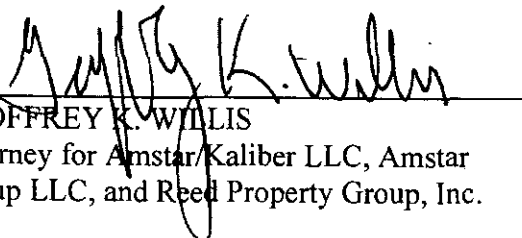
Friends of Riverside's Hills

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

Its: \_\_\_\_\_

Approved as to form and content:

SHEPPARD, MULLIN, RICHTER &  
HAMPTON LLP

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

GEOFFREY K. WILLIS  
Attorney for Amstar/Kaliber LLC, Amstar  
Group LLC, and Reed Property Group, Inc.

CENTER FOR BIOLOGICAL DIVERSITY

By: *Jonathan Evans*  
JONATHAN EVANS  
Attorney for the Center for Biological  
Diversity, San Bernardino Valley Audubon  
Society, and Friends of Riverside's Hills

# **Exhibit A**



# **Exhibit B**

## Exhibit B

### Section 1- Plant Palette for Conservation Area (based on floral inventories on and adjacent to the Project Site)

T = Tree

PS= Perennial Shrub

P = Perennial Non-shrub

A= Annual

#### Cupressaceae - Cypress Family

*Juniperus californica*

California Juniper (PT)

#### Asteraceae - Sunflower Family

*Artemisia californica*

California Sagebrush (PS)

*Artemisia drancunculus*

Terragon (P)

*Artemisia douglassiana*

Mugwort (P)

*Baccharis salicifolia*

Mulefat (PS)

*Deinandra fasciculata* [= *Hemizonia fasciculata*]

Fascicled Tarplant (A)

*Deinandra paniculata* [= *Hemizonia paniculata*]

San Diego Tarplant (=Paniculate Tarplant) (A)

*Corethrogyne filaginifolia* (= *Lessingia filaginifolia*)

Common sand aster (P)

*Encelia farinosa*

Brittlebush (PS)

*Ericameria palmeri* var. *pachylepis*

Palmer's rabbitbrush (PS)

~~*Ericameria parishii*~~

~~Parish's Goldenbush (PS)~~

*Eriophyllum confertiflorum* var. *confertiflorum*

Golden-yarrow (PS)

*Lasthenia gracilis*

Common goldfields (A)

#### Boraginaceae - Borage Family

*Cryptantha intermedia*

Common Cryptantha (A)

*Heliotropium curassavicum* subsp. *oculatum*

Salt Heliotrope (P)

*Pectocarya linearis*

Slender Pectocarya (A)  
*Plagiobothrys canescens*  
Valley popcorn flower (A)

**Cactaceae - Cactus Family**

*Opuntia parryi* [= *Cylindropuntia californica* var. *parkeri*]  
Snake Cholla (PS)

**Caprifoliaceae - Honeysuckle Family**

*Sambucus mexicana* [= *Sambucus nigra* var. *caerulea*]  
Mexican Elderberry (T)

**Fabaceae - Pea Family**

*Lotus argophyllus*  
Silver-leaved Lotus (P)  
*Lotus scoparius* var. *brevialatus*  
Common Deerweed (PS)  
*Lotus strigosus* var. *strigosus*  
Strigose Lotus (A)  
*Lupinus bicolor*  
Miniature lupine (A)

**Hydrophyllaceae - Waterleaf Family**

*Phacelia cicutaria*  
Caterpillar Phacelia (A)  
*Phacelia distans*  
Common Phacelia (A)  
*Phacelia minor*  
California blue bells (A)  
*Phacelia ramosissima* var. *latifolia*  
Branching Phacelia (P)

**Lamiaceae - Mint Family**

*Salvia apiana*  
White Sage (PS)  
*Salvia columbariae*  
Chia (A)  
*Salvia mellifera*  
Black Sage (PS)

**Nyctaginaceae - Four-o'clock Family**

*Mirabilis californica* [= *Mirabilis laevis*]  
California Wishbone Bush (PS)

**Plantaginaceae**

*Plantago erecta*



California plantain (A)

**Polygonaceae - Buckwheat Family**

*Eriogonum fasciculatum* var. *foliolosum* and var. *polifolium*

California Buckwheat (=Flat-top Buckwheat) (PS)

*Eriogonum gracile*

Slender Woolly Buckwheat (A)

**Scrophulariaceae - Figwort Family**

*Mimulus aurantiacus* var. *puniceus* [=*M. puniceus*, *M. a. longiflorus*, *M. a.* var. *pubescens*]

Bush Monkeyflower (PS)

*Scrophularia californica* var. *floribunda*

California Figwort (=Coast Figwort, Bee Plant) (PS)

**Poaceae - Grass Family**

*Distichlis spicata*

Salt Grass (P)

*Leymus condensatus* [=*Elymus condensatus*]

Giant Wild Rye (P)

*Nassella pulchra* and/or *N. lepida*

Needlegrass (P)

*Vulpia microstachys* var. *pauciflora*

Pacific fescue (A)

**Salicaceae Family**

*Salix lasiolepis*

Arroyo willow (PS/T)

**Themidaceae (formerly in Liliaceae) Family**

*Dichelostemma capitatum* subsp. *capitatum*

Blue dicks (P)

## **Section 2- Restoration Experts**

Restoration experts for design and/or implementation of the one-time restoration outlined in paragraph 2.2.1 of the Settlement Agreement shall be chosen from the experts listed below in section 2. The restoration expert list may be modified by written agreement between the Parties.

Margot Griswold – Earthworks  
(310) 390-3635, [mgriswold@newfields.com](mailto:mgriswold@newfields.com)

Eric Kreig - LSA – Irvine office  
(949) 553-0666

Ted St. John – AECOM  
(213) 593-8000

Restoration designers shall designate an appropriate company or subcontractor for installation of the restoration program from among companies that specialize in installation and maintenance of habitat restoration projects such as the following:

Russ Nakae- Nakae & Associates  
(949) 553-0666

Danny Richards, RLA #4184, VP, Operations Manager  
Pacific Restoration Group, Inc.  
(951) 940-6069

### **Section 3- Requirements for restoration contract pursuant to this Agreement**

The following terms and standards shall be incorporated into the restoration contract for the Conservation Area pursuant to this Agreement. The terms and standards may be modified by written agreement between the Parties.

To gauge interim success, each vegetation type should reach at least 70% of the 5th year target for native plant cover by the end of the third year. If artificial irrigation is installed, it should be discontinued after three (3) years, and preferably sooner barring drought, to ensure a self-sustaining revegetation project. At a minimum, the restoration plan shall include interim monitoring of the planted areas to determine if they are on track toward reaching the 5th-year success criteria, and annual vegetation monitoring shall be implemented during the maximum growth phase of native herbs and woody plants each year following planting (typically by mid spring for coastal sage scrub). Monitoring shall include belt transect, line intercept, point intercept, or releve techniques within each vegetation type using methods typically approved by the California Department of Fish and Game and will include data for herb, shrub, and tree layers of vegetation. In addition, photographs from a series of fixed photo stations (photopoints) shall be taken each year. If vegetation growth does not prove to be on a successful trajectory by the middle of the third spring, a contingency plan that includes planting additional seeds of species native to the local area shall be implemented by the 4th fall season after planting. Annual reports on the vegetation monitoring shall be submitted to the Parties by August 31 of each monitoring year and shall include a discussion of the revegetation progress and any contingency plans that may be needed to ensure success. A report will be provided to the Parties five (5) years after completion of restoration detailing the current state of the revegetation efforts and non-native plant species in the Conservation Area based on the survivorship and non-native plant species composition in this paragraph. In the event that restoration efforts are not successful pursuant to the terms of this Agreement restoration activities the contractor shall continue work to ensure successful revegetation and restoration of the Conservation Area.



Photograph of Discing in Conservation Area. Looking Southeast from Gem lane and Alessandro Blvd.  
July 29, 2015



Photograph of Discing in Conservation Area. Looking east by southeast from Gem Lane and Alessandro Blvd. July 29, 2015





Photograph of Discing in Conservation Area. Looking South from Alessandro Boulevard. July 29, 2015.



Photograph of Discing in Conservation Area, Looking east by southeast from Alessandro Boulevard. July 29, 2015.

1 Jonathan Evans (CA Bar No. 247376)  
John Buse (CA Bar No. 163156)  
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3 San Francisco, CA 94104  
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4 Fax: (415) 436-9683  
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5 Attorneys for Plaintiffs

6 IGNACIA S. MORENO, Assistant Attorney General  
SETH M. BARSKY, Section Chief  
7 BRADLEY H. OLIPHANT, Trial Attorney  
8 United States Department of Justice  
Environment & Natural Resources Division  
9 Wildlife & Marine Resources Section  
999 18<sup>th</sup> St., South Terrace, Ste. 370  
10 Denver, CO 80202  
Phone: (303) 844-1381 | Fax: (303) 844-1350  
11 Email: bradley.oliphant@usdoj.gov  
12 Attorneys for Federal Defendants  
(counsel list continued on next page)

13  
14 **UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA**

15 CENTER FOR BIOLOGICAL DIVERSITY  
and SAN BERNARDINO VALLEY  
16 AUDUBON SOCIETY,

17 Plaintiffs,

18 v.

19 JIM BARTEL, Field Supervisor for the  
Carlsbad Office of the United States Fish and  
20 Wildlife Service, the UNITED STATES  
FISH AND WILDLIFE SERVICE, and KEN  
21 SALAZAR, Secretary of the Interior,

22 Defendants.

23 MARCH JOINT POWERS AUTHORITY,

24 Defendant-Intervenors,

25 LNR RIVERSIDE, LLC,

26 Defendant-Intervenors.  
27  
28

CASE NO. 09-cv-1864-JAH-DHB

CONSENT DECREE and  
[PROPOSED] ORDER

1 JOANNA K. BRINKMAN, Trial Attorney  
2 United States Department of Justice  
3 Environment & Natural Resources Division  
4 Natural Resources Section  
5 P.O. Box 7611  
6 Washington, D.C. 20044-7611  
7 Phone: (202) 305-0476 | Fax: (202) 305-0267  
8 Email: joanna.brinkman@usdoj.gov  
9 Attorneys for Federal Defendants  
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1 Plaintiffs Center for Biological Diversity and San Bernardino Valley Audubon Society  
2 (together, “Plaintiffs”) and Federal Defendants Jim Bartel, Field Supervisor for the Carlsbad  
3 Office of the United States Fish and Wildlife Service, the United States Fish and Wildlife  
4 Service, and Ken Salazar, Secretary of the Interior (collectively, “Federal Defendants”), state as  
5 follows:

6 WHEREAS, Center for Biological Diversity (“CBD”) and San Bernardino Valley  
7 Audubon Society (“Audubon”) are non-profit organizations established, in part, for purposes of  
8 pursuing compliance with environmental laws and advocating for wildlife protection and  
9 education;

10 WHEREAS, Jim Bartel is the Field Supervisor for the Carlsbad Office of the United  
11 States Fish and Wildlife Service, and is the federal official charged with implementation of the  
12 Endangered Species Act (“ESA”) within the Carlsbad Office’s area of responsibility, including the  
13 former March Stephens’ Kangaroo Rat Management Area on the west campus of the former  
14 March Air Force Base (“March SKR Management Area/March Air Force Base west campus”);

15 WHEREAS, the United States Fish and Wildlife Service (“Service”) is an agency  
16 within the Department of Interior that has been delegated responsibility for implementing the  
17 ESA, including proposed and final listing and critical habitat decisions, the handling of  
18 petitions for such listings, and consultations with federal action agencies related to impacts to  
19 threatened and endangered species;

20 WHEREAS, Ken Salazar is the Secretary of the Interior (“Secretary”), and is the federal  
21 official charged with listing species as endangered or threatened and supervising the  
22 consultation requirements under the ESA;

23 WHEREAS, a March Stephens’ Kangaroo Rat reserve was first established in June of  
24 1990 as preserved habitat for the Stephens’ kangaroo rat (“SKR”) in a Biological Opinion  
25 (“BiOp”) regarding proposed improvements to State Route 15 between Van Buren Boulevard  
26 and State Route 60;

27 WHEREAS, in October 1990, an interim Stephens’ kangaroo rat Habitat Conservation  
28 Plan (the “Short-term HCP”) was adopted that identified portions of the March SKR reserve as



1 one of the Study Areas for potential protection under the longer term SKR HCP established  
2 later in 1996;

3 WHEREAS, the February 1996 Disposal of Portions of March Air Force Base  
4 Environmental Impact Statement (“EIS”) addressed the disposal and reuse of March Air Force  
5 Base lands;

6 WHEREAS, the Long-Term SKR HCP was adopted in 1996 that designated areas on  
7 the March Air Force Base as the Sycamore Canyon–March Core Reserve to be managed for  
8 the conservation and recovery of the species, and also contemplated the release of some of  
9 those lands for development under certain conditions;

10 WHEREAS, a BiOp completed in 1999 states that the Service will consider suitable  
11 trade criteria for development that affects the function and value of the March SKR  
12 Management Area/March Air Force Base west campus, that the area known as Potrero  
13 Valley—located on the eastern edge of the San Jacinto Valley and containing some of the  
14 largest known contiguous population of SKR (“Potrero Preserve”)—was identified as  
15 potentially suitable land for the trade-out;

16 WHEREAS, on December 29, 2003, the Service and the California Department of Fish  
17 and Game determined that the trade-out criteria identified in the BiOp had been satisfied and  
18 authorized the trade-out of the March SKR Management Area/March Air Force Base west  
19 campus for the Potrero Preserve;

20 WHEREAS, on August 27, 2009, Plaintiffs initiated the Lawsuit against Federal  
21 Defendants, alleging a failure to reinitiate consultation by preparing a new biological opinion  
22 under the ESA, 16 U.S.C. § 1536, a failure to conduct environmental analysis under the  
23 National Environmental Policy Act, 42 U.S.C. §§ 4321 *et seq.* (“NEPA”), and failure to  
24 properly amend the SKR HCP, prior to authorizing the release of the March SKR Management  
25 Area/ March Air Force Base west campus for development;

26 WHEREAS, the March Joint Powers Authority (“March JPA”) and LNR Riverside II  
27 LLC (“LNR”) (collectively, “Defendant/Intervenors”) intervened in the Lawsuit; and

28 WHEREAS, following extensive negotiations and in conjunction with this consent

1 decree, Plaintiffs and Defendant/Intervenors have reached a settlement that fully and  
2 completely resolves all claims asserted by Plaintiffs in the Lawsuit (“PDI Settlement”) (a true  
3 and correct copy of the PDI Settlement is attached hereto at Exhibit 1), except Plaintiffs’  
4 entitlement to and amount of attorneys’ fees from Federal Defendants;

5 WHEREAS, Federal Defendants fully support the resolution of the Lawsuit through the  
6 PDI Settlement and consider the PDI Settlement to be in the best interests of the parties in the  
7 Lawsuit and the SKR;

8 WHEREAS, the PDI Settlement requires Plaintiffs to dismiss the Lawsuit with  
9 prejudice within three (3) days of execution of the PDI Settlement by Plaintiffs and  
10 Defendant/Intervenors;

11 WHEREAS, the PDI Settlement is effective September 12, 2012; and

12 WHEREAS, Federal Defendants and Plaintiffs concur that nothing in the Lawsuit has  
13 in any way withdrawn, changed, or otherwise altered the (i) the December 29, 2003 approval of  
14 the release of the March SKR Management Area/March Air Force Base west campus, or  
15 (ii) the written consent provided by the Service under Section III.B.2 of the Implementation  
16 Agreement for the SKR HCP to modify the Core Reserves;

17 NOW, THEREFORE, in order to resolve the remaining issue of Plaintiffs’ entitlement  
18 to and amount of attorneys’ fees from Federal Defendants, Plaintiffs and Federal Defendants  
19 stipulate and agree as follows:

20 1. Concurrent with the execution of this Agreement, Plaintiffs shall withdraw  
21 the Amended Settlement Agreement filed in the Lawsuit on August 24, 2010 (ECF No. 35).

22 2. Federal Defendants agree that Plaintiffs are the “prevailing parties” in this  
23 action, and shall pay to Plaintiffs reasonable attorneys’ fees and costs, pursuant to Section 11(g)  
24 of the ESA, 16 U.S.C. § 1540 (g), in the amount of \$35,000.00. Within ten (10) days of  
25 Plaintiffs’ dismissal of the Lawsuit with prejudice, the Federal Defendants shall submit a request  
26 to the Treasury Department for the payment of Plaintiffs reasonable attorneys’ fees and costs  
27 within thirty (30) days. Federal Defendants shall notify the Court if payment has not been made  
28 within thirty (30) days from the request to the Treasury Department and shall work to assure

1 payment is made in an expeditious fashion.

2           3. No party shall use this Agreement or the terms herein as evidence that  
3 either party is required to initiate consultation under the ESA or perform environmental analysis  
4 in any other proceeding involving the trade-out and/or development of the March SKR  
5 Management Area/March Air Force Base west campus.

6           4. This Agreement does not rescind, change, or otherwise alter the December  
7 29, 2003 approval of the release of the March SKR Management Area/March Air Force Base  
8 west campus. Nothing in this Agreement shall be construed to withdraw, change, or otherwise  
9 alter the written consent provided by the Service under Section III.B.2 of the Implementation  
10 Agreement for the SKR HCP to modify the Core Reserves.

11           5. This Agreement has no precedential value and may not be used as  
12 evidence in any litigation against Defendants except that the Agreement may be used as evidence  
13 to enforce the terms of the Agreement. In any other judicial or administrative proceeding, this  
14 Agreement may not be used to present or imply any position of the Federal Defendants with  
15 regard to the March SKR Management Area/March Air Force Base west campus.

16           6. No party shall use this Agreement or the terms herein as evidence that the  
17 Federal Defendants are required to initiate consultation under the ESA or perform environmental  
18 analysis under NEPA in any other proceeding involving the March SKR Management  
19 Area/March Air Force Base west campus.

20           7. No provision of this Agreement shall be interpreted as, or constitute, a  
21 commitment or requirement that Federal Defendants take action in contravention of the ESA,  
22 NEPA, the Administrative Procedure Act (“APA”), or any other law or regulation, either  
23 substantive or procedural. Nothing in this Agreement shall be construed to limit or modify the  
24 discretion accorded to Federal Defendants by the ESA, NEPA, the APA, or general principles of  
25 administrative law with respect to the procedures to be followed in making any determination  
26 required herein, or as to the substance of any final determination.

27           8. Nothing in this Agreement shall be interpreted as, or shall constitute, a  
28 requirement that Federal Defendants are obligated to pay any funds exceeding those available, or

1 take any action in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341, or any other  
2 appropriations law.

3           9. The parties agree that this Agreement was negotiated for the purpose of  
4 judicial economy, and by entering into this Agreement, the parties do not waive any claim or  
5 defense.

6           10. The undersigned representatives of each party certify that they are fully  
7 authorized by the party or parties they represent to agree to the Court's entry of the terms and  
8 conditions of this Agreement and do hereby agree to the terms herein.

9           11. The terms of this Agreement shall become effective upon entry of an order  
10 by the Court ratifying the Agreement.

11           12. Notwithstanding the dismissal of this action with prejudice, the parties  
12 hereby stipulate and respectfully request that the Court retain jurisdiction until the parties have  
13 complied with Paragraphs 1 and 2 of this Agreement. See *Kokkonen v. Guardian Life Ins. Co.*  
14 *of Am.*, 511 U.S. 375 (1994).

15 Dated: September 11, 2012

16           Respectfully submitted,

*s/ Jonathan Evans*

Jonathan Evans (CA Bar No. 247376)  
John Buse (CA Bar No. 163156)  
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**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA**

CENTER FOR BIOLOGICAL DIVERSITY  
and SAN BERNARDINO VALLEY  
AUDUBON SOCIETY,

Plaintiffs,

v.

JIM BARTEL, Field Supervisor for the  
Carlsbad Office of the United States Fish and  
Wildlife Service, the UNITED STATES  
FISH AND WILDLIFE SERVICE, and KEN  
SALAZAR, Secretary of the Interior,

Defendants.

CASE NO. 09-cv-1864-JAH-DHB

CERTIFICATE OF SERVICE

I hereby certify that on September 11, 2012, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will send notification of such to the attorneys of record.

/s/ Jonathan Evans

# **Exhibit 1**

## SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) dated and made effective as of September 12, 2012, is entered into by, between, and among the following, sometimes referred to as Parties: Plaintiffs Center for Biological Diversity and San Bernardino Valley Audubon Society (together, “Plaintiffs”); and Defendant-Intervenors March Joint Powers Authority and LNR Riverside LLC (together, “Defendant-Intervenors”). It is the intent of the Parties that this Agreement shall establish the terms of a full and complete settlement of all claims and actions raised in *Center for Biological Diversity v. Jim Bartel, et. al.* (S.D. Cal. No. 09-cv-1864-JAH-POR) (“Lawsuit”). The terms of this Agreement are intended to be the limit of the Parties’ obligations.

### RECITALS

A. WHEREAS, Center for Biological Diversity (“CBD”) and San Bernardino Valley Audubon Society (“Audubon”) are non-profit organizations established, in part, for purposes of pursuing compliance with environmental laws and advocating for wildlife protection and education;

B. WHEREAS, Jim Bartel is the Field Supervisor for the Carlsbad Office of the United States Fish and Wildlife Service, and is the federal official charged with implementation of the Endangered Species Act (“ESA”) within the Carlsbad Office’s area of responsibility, including the former March Stephens’ Kangaroo Rat Management Area on the west campus of the former March Air Force Base (“March SKR Management Area/March Air Force Base west campus”);

C. WHEREAS, the United States Fish and Wildlife Service (“Service”) is an agency within the Department of Interior that has been delegated responsibility for implementing the ESA, including proposed and final listing and critical habitat decisions, the handling of petitions for such listings, and consultations with federal action agencies related to impacts to threatened and endangered species;

D. WHEREAS, Ken Salazar is the Secretary of the Interior (“Secretary”), and is the federal official charged with listing species as endangered or threatened and supervising the consultation requirements under the ESA;

E. WHEREAS, the March Joint Powers Authority (“March JPA”) is a Joint Powers Authority created pursuant to Article 1, Chapter 5, Division 7, Title 1 commencing with Section 6500 of the California Government Code, created for the purpose of addressing the use, reuse, and joint use of realigned March Air Force Base;

F. WHEREAS, LNR Riverside LLC (“LNR Riverside”) is a real estate and land development company that is the master developer for portions of the realigned March Air Force Base;



G. WHEREAS, a March Stephens' Kangaroo Rat reserve was first established in June of 1990 as preserved habitat for the Stephens' kangaroo rat ("SKR") in a Biological Opinion ("BiOp") regarding proposed improvements to State Route 15 between Van Buren Boulevard and State Route 60;

H. WHEREAS, in October 1990, an interim Stephens' kangaroo rat Habitat Conservation Plan was adopted that identified portions of the March SKR reserve as one of the Study Areas for potential protection under the longer term SKR HCP established later in 1996;

I. WHEREAS, the February 1996 Disposal of Portions of March Air Force Base Environmental Impact Statement ("EIS") addressed the disposal and reuse of March Air Force Base lands;

J. WHEREAS, The Long-Term SKR HCP was adopted in 1996 that designated areas on the March Air Force Base as the Sycamore Canyon–March Core Reserve to be managed for the conservation and recovery of the species, and also contemplated the release of some of those lands for development under certain conditions;

K. WHEREAS, a BiOp completed in 1999 states that the Service will consider suitable trade criteria for development that affects the function and value of the March SKR Management Area/March Air Force Base west campus, that the area known as Potrero Valley—located on the eastern edge of the San Jacinto Valley and containing some of the largest known contiguous population of SKR ("Potrero Preserve")—was identified as potentially suitable land for the trade-out, and that if more than 105 acres of occupied SKR habitat was impacted then the Air Force would reinitiate consultation;

L. WHEREAS, on December 29, 2003 and May 22, 2006, Defendants and the California Department of Fish and Game ("CDFG") determined that the trade out criteria identified in the BiOp had been satisfied, authorized the trade-out of the March SKR Management Area for the Potrero Preserve, and authorized incidental take of SKR on March Air Force Base;

M. WHEREAS, on August 27, 2009, Plaintiffs initiated the Lawsuit against Defendants Bartel, the Service, and the Secretary (collectively, the "Federal Defendants"), alleging a failure to reinitiate consultation by preparing a new biological opinion under the ESA, 16 U.S.C. § 1536, a failure to conduct environmental analysis under the National Environmental Policy Act, 42 U.S.C. §§ 4321 et seq. ("NEPA"), and a failure to properly amend the SKR HCP, prior to authorizing the release of the March SKR Management Area/ March Air Force Base west campus for development;

N. WHEREAS, Defendant-Intervenors successfully intervened in the Lawsuit to defend their significant, protectable interest in the outcome of the Lawsuit; and

M. WHEREAS, the Parties, based upon extensive settlement negotiations, have agreed to a settlement that would allow conservation of portions of the March SKR Management Area/March Air Force Base west campus while also allowing development of other portions of the site;

N. WHEREAS, the Parties have agreed to use this Agreement to achieve a full and complete resolution of all claims asserted by Plaintiffs in the Lawsuit and to eliminate, to the fullest extent possible, any further impediments to both the conservation of habitat and the development of portions of the March SKR Management Area/March Air Force Base west campus; and

O. WHEREAS, Plaintiffs and Federal Defendants Jim Bartel, the Service, and Ken Salazar have agreed, subject to Plaintiffs and Defendant-Intervenors reaching agreement on the terms of this Agreement, to a consent decree to reach a full and complete resolution of all claims asserted by Plaintiffs against the Federal Defendants in the Lawsuit.

### TERMS

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

A. **Plaintiffs' Obligations.** Plaintiffs, and their current and future members, representatives, employees, officers, agents, attorneys, experts and designees both individually and/or collectively hereby agree to the following:

1. Plaintiffs shall dismiss all counts of Plaintiffs' complaint with prejudice via stipulation of the Parties within three business days of the execution of this Agreement.

2. Plaintiffs agree not to fund, sponsor, initiate, participate in, or file any petition, complaint, motion, proceeding or action, whether legal or administrative, of any kind that: (i) asserts any claims, rights or causes of action that were alleged in *Center for Biological Diversity v. Jim Bartel, et. al.* (S.D. Cal. No. 09-cv-1864-JAH-POR); (ii) asserts, in any way, that any further take authorization is required for take of SKR on the March SKR Management Area/March Air Force Base west campus within the footprint depicted in the map attached hereto as Exhibit A ("the Project" or "Developable Area"); and/or (iii) challenges, opposes or tries to prevent in any way the issuance of any other discretionary, ministerial, or other approvals or processes of any kind for the development of the March SKR Management Area/March Air Force Base west campus within the Project or Developable Area, specifically including any further public meetings, public hearings, actions, revisions, phases, environmental review, and/or approvals issued by March JPA. Plaintiffs will not submit or provide verbal or written comments to any decision-making body or public agency that are critical of the Project or that object to, oppose, delay, impede, or disrupt the process for the approval of the Project, subject to the terms and conditions of this Agreement. Notwithstanding the provisions of this paragraph, the Parties retain the right to enforce the terms of the Agreement in legal and administrative proceedings.

3. If any person purporting to act as a representative of, or otherwise on behalf of, Plaintiffs takes any action that if taken by such Plaintiffs would constitute a breach of the obligations under this Agreement, including without limitation their obligation that they will not object to, oppose, delay, impede, or disrupt the process for the Project approvals, including without limitation Plaintiffs' obligation that they will not provide verbal or written comments that are critical of the Project or intended to delay or oppose the approval of the Project,

Defendants and/or Defendant-Intervenors may request a sworn statement of repudiation from the Plaintiff alleged to be in breach of this Agreement as a result of any action purported to be taken on its behalf. Within fifteen (15) days of receipt of such request, the Plaintiff alleged to be in breach of this Agreement shall provide Defendants and/or Defendant-Intervenors with a sworn statement, duly authorized and executed on its letterhead, providing that (a) such person has not been authorized by the Plaintiff to take such action; (b) such action does not represent the position of Plaintiff; and (c) that the Plaintiff alleged to be in breach determined that the Agreement was in its best interest and is committed to carrying out the purpose and intent of the Agreement.

**B. Defendant-Intervenors' Obligations.**

1. Defendant-Intervenors agree to place into conservation those portions of the March SKR Management Area/March Air Force Base west campus depicted as "Conservation Easement" or "Water Quality Open Space Area" on the map attached hereto as Exhibit A. The latter areas are referred to in this Agreement as SKR Conservation Area, least Bell's vireo Conservation Area ("LBV Conservation Area"), or collectively "Conservation Areas." These areas will be managed for their wildlife habitat value for sensitive species. A conservation easement, with wildlife trustee agencies as third party beneficiaries, shall be established for areas identified as the Conservation Areas. The Parties agree that the following entities have the necessary professional standards and criteria to hold the conservation easement for the Conservation Areas: the Western Riverside County Regional Conservation Authority, the Center for Natural Lands Management, the Riverside Land Conservancy, the Riverside-Corona Resource Conservation District, and the CDFG. The terms and standards of that conservation easement shall be agreed to by the Service, the CDFG, and Defendant-Intervenors. The Parties agree that the conservation easement holder/grantee will be chosen by the Defendant-Intervenors.

a. The Parties acknowledge that there are many existing service roads within the Conservation Areas. The Parties agree that any currently existing service roads within the Conservation Areas, as depicted by the red lines in Exhibit A, can continue to be utilized by the public for passive recreation. Passive recreation means recreational uses where very minimum alteration of vegetation, topography or other native features are necessary for the enjoyment of the site amenities, such as hiking, nature observation, picnicking, non-motorized recreation, and archaeological or historic preservation.

b. Vehicular access on the existing service roads shall not be open to the general public. Vehicular access on existing service roads will be limited to the necessary maintenance and operations of the area by authorized personnel of the Defendant-Intervenors, the land management entity for the Conservation Areas, regulatory authorities, or individuals authorized by these groups to access existing service roads. The March JPA, at its sole discretion, is authorized to decommission existing service roads or trails and eliminate public access to those service roads in order to benefit the conservation value or public safety in the Conservation Area, so long as they do not interfere with the value of the easements held by LNR Riverside or its successor.

c. Public Access shall be limited to reduce the impacts to sensitive species and habitat in the Conservation Areas. Mechanisms to reduce the impacts of passive recreation and public access in the Conservation Area include, but are not limited to, fencing, signage to prevent off-road or off-trail use and night access, and leash requirements for any dogs allowed in the Conservation Area. The Parties acknowledge that all currently existing service roads also function as fire breaks for the purpose of fighting wild fires in the area.

2. Portions of the March SKR Management Area/March Air Force Base west campus can be developed by the Defendant-Intervenors, as depicted in the Developable Area in Exhibit A. The Developable Area includes the roadways depicted on Exhibit A. Any temporary impact to areas adjacent to the Developable Area shall be restored by LNR Riverside to provide habitat for sensitive species.

3. Portions of the March SKR Management Area/March Air Force Base west campus will be dedicated as parkland or open space for active recreational use, as depicted in Exhibit A ("Proposed Park Area"). These areas are not set aside as part of this Agreement to be managed as wildlife habitat; any wildlife habitat value will be secondary to human recreational use.

a. Within the Conservation Areas located within the Proposed Park Area located west of Barton Street, and as depicted on Exhibit A, March JPA may move these service roads and/or trails as it deems necessary.

4. Defendant-Intervenors shall, at their sole discretion, select an appropriate land management entity or entities to manage the SKR Conservation Area ("Management Entity"), with input from the Plaintiffs. The Defendant-Intervenors will work with the Management Entity, the Service and the CDFG to develop appropriate management requirements and guidelines. All activities undertaken by the Management Entity related to the Conservation Area, as approved by March JPA, shall be funded from the Endowment described in Section B. 7 below.

a. Notwithstanding the above, the Management Entity shall meet the following criteria to assure minimum professional standards and criteria are achieved in managing the Conservation Area:

(i) The Management Entity has qualifications and experience to work with listed species including appropriate permits for employees and subcontractors under federal and state Endangered Species Acts;

(ii) The Management Entity has a demonstrated background in active wildlife management;

(iii) The Management Entity has the necessary organizational and fiscal capacity to manage the area in perpetuity;

(iv) The Parties agree that the following management entities have the necessary professional standards and criteria to manage the Conservation Area: the Western Riverside County Regional Conservation Authority, the Center for Natural Lands



Management, the Riverside Land Conservancy, the Riverside-Corona Resource Conservation District, and the CDFG.

(v) Should the Riverside County Habitat Conservation Authority be chosen as the management entity the Parties agree that the conservation easement for the Conservation Areas shall be held by the Service, the CDFG, the Center for Natural Lands Management, the Riverside Land Conservancy, the Western Riverside County Regional Conservation Authority, or the Riverside-Corona Resource Conservation District. Any other party that would hold the conservation easement, other than those listed in the previous sentence if the Riverside County Habitat Conservation Authority is the management entity, would require the agreement of the Parties.

5. The Parties acknowledge there are certain "blanket" easements across the Conservation Areas for items such as utilities that were retained or granted by the United States government which are not affected by this Agreement. The Defendant-Intervenors will work cooperatively with the easement holder and management entity to minimize any long-term habitat disturbance in the Conservation Areas resulting from construction or maintenance related to those easements, including using reasonable efforts to cause easement holders to restore the surface area.

6. March JPA agrees that all mitigation measures attached as Exhibit B shall be required for any development in the Developable Area.

7. LNR Riverside agrees to make an initial contribution by December 31, 2012, of \$500,000 toward a total non-wasting endowment of \$2 million to be used for management and monitoring activities undertaken by the Management Entity in the Conservation Areas ("Endowment"). The Endowment may be composed of more than one endowment account in the discretion of Defendant Intervenors, so long as each endowment account complies with the terms of this Agreement. The Defendant-Intervenors anticipate that the remaining \$1.5 million of the Endowment will be obtained from the existing endowment for the management of the March SKR Management Area. However, in the event the \$1,500,000 is not obtained from the existing endowment, prior to any grading LNR Riverside shall contribute to the Endowment the amount of \$4,717.00 per acre to be graded (the "Endowment Fee"). The \$500,000 shall be deemed the first Endowment Fee and shall be credited against payment of future Endowment Fees until fully exhausted. Upon payment of the initial \$500,000 Endowment contribution, LNR Riverside may proceed with the mitigation and enhancement required under its Section 404 Permit (No. SPL-2006-1995) and 1602 Agreement (No. 6-2009-291). Amounts deposited into the Endowment pursuant to either of the foregoing permits shall be credited against the total amount of \$2,000,000. Each subsequent Endowment Fee payment shall be deposited before the time of commencement of grading of the acre(s) associated with that payment. Notwithstanding the foregoing, LNR Riverside agrees that the non-wasting Endowment will be fully funded at a level of \$2 million before the last grading permit for the Development Area is issued or April 1, 2027, whichever is earlier.

a. The Endowment will be used to generate revenue for management and monitoring activities on the Conservation Area, including but not limited to the species management for the least Bell's vireo and SKR. March JPA shall at its sole discretion select an

entity to manage the Endowment for the benefit of wildlife within the Conservation Area and will agree on standards for management of the Endowment. The entity managing the Endowment shall use prudent financial management practices for the purpose of maintaining the Endowment and maximizing funds for habitat management in the Conservation Areas in perpetuity. The entity managing the Endowment shall not be the Riverside County Habitat Conservation Authority.

b. The Parties may modify this Agreement, after consultation and agreement with the CDFG, to permit the Endowment referenced in this section to be used for SKR management at the Potrero reserve managed by the CDFG for the benefit of SKR and other wildlife species so long as an adequate non-wasting endowment remains for the management in perpetuity of the Conservation Area discussed in this Agreement. Such modification will be in writing and signed by the Parties to this Agreement.

c. Upon agreement of the Parties, a portion of any proceeds generated from the Endowment may be used for other purposes related to the conservation of the SKR or other native species associated with SKR habitat.

8. Defendant-Intervenors agree not to develop, grade, de-vegetate, or destroy a riparian area of approximately 2-3 acres located on the Conservation Areas or Proposed Park Area as depicted in Exhibit A ("Riparian Area"). The Parties agree, however, that the Riparian Area may be physically contained within the boundaries of a park to be developed as long as the Riparian Area retains its primary function as natural habitat for wildlife while supporting passive recreation. It is understood by the Parties that this area is the historic drainage channel for this area and it will continue to accommodate the storm water flows from surrounding undeveloped and developed areas.

9. Defendant-Intervenors agree to abide by the Urban/Wildland Interface requirements, as set forth in Section 6.1.4 of the Western Riverside County Multiple Species Habitat Conservation Plan ("MSHCP") and agree that the Conservation Areas referenced in this agreement will be treated as if they are a MSHCP Conservation Area for purposes of application of the Urban/Wildland Interface requirements. In particular the Parties agree to implement the requirements of Section 6.1.4 including, but not limited to, noise, drainage, barriers and the following:

a. Night lighting shall be directed away from the Conservation Areas to protect species within the Conservation Areas from direct night lighting. Shielding shall be incorporated in project designs to ensure ambient lighting in the Conservation Areas is not increased beyond .5 candle/foot adjacent to developed lots. It is recognized that public street lighting, where adjacent to the Conservation Area, shall meet the applicable lighting standards established by County Engineering Design Standard 1001, inclusive of full cut off fixtures and shall be Mount Palomar compliant. In addition, to the extent permissible under local, state and federal law, the locations of fixtures would be selected based on desired angles of light and proximity to the Conservation Areas. Along roadways adjacent to the Conservation Areas, the light would have a defined optical system to project lumens downward to minimize light trespass into the Conservation Areas including sharp cut off with no uplight component. Devices that may be employed to directionally control light may include lenses, louvers, barn doors, and

snoots. Beam patterns would be asymmetric with the light aimed at the road surface area. The proposed lighting for the Developable Area would be consistent with guidelines (See Darkskysociety.org ) established by the Dark Sky Society, whose international mission is to “preserve and protect the nighttime environment and our heritage of the dark skies through quality outdoor lighting.”

10. LNR Riverside agrees to pay Plaintiffs \$65,000.00 for fees and costs incurred by Plaintiffs relative to the Lawsuit within thirty (30) days of dismissal of this case.

11. Defendant-Intervenors agree that when current planning is begun for the Meridian West Campus or Developable Area, they will discuss with Plaintiffs the alignment of Brown Street. Plaintiffs may provide input with regard to SKR conservation, however the Defendant-Intervenors are under no obligation to alter the planned alignment based upon this input.

a. Defendant-Intervenors agree that Brown Street, and in particular the intersection of Brown Street and Alessandro Boulevard, will be designed to minimize impacts to wildlife movement from the neighboring Sycamore Canyon Wilderness Park. Such mitigation measures will include, but are not limited to, the following: reductions in night lighting within and adjacent to the Conservation Areas while still complying with County minimum street light requirements; fencing to reduce public access and allow wildlife movement; and signs to reduce trespass and inform the public of the sensitive nature of the areas.

12. Defendant-Intervenors agree that the existing Cactus Avenue, as depicted on Exhibit A, will be the only road bisecting the Conservation Areas in the March SKR Management Area/March Air Force Base west campus to connect the existing and future Meridian development in the vicinity of Plummer Street with the future Meridian West Campus. Other anticipated infrastructure that has the potential to impact the Conservation Areas described in this Agreement is listed on Exhibit A.

13. Defendant-Intervenors agree that soft-bottomed culverts will be installed beneath any future modifications to Cactus Avenue to allow for animal passage underneath Cactus Avenue. The dimensions of such culverts shall be approximately 6 feet in height by 20 feet in width to allow for adequate passage of animals north-south through the Conservation Areas. The culverts shall be located to maximize potential animal movement in combination with the feasibility of their installation and located in the locations generally outlined on Exhibit A as “Clear Span Crossings.”

**C. General Provisions.**

1. This Agreement has no precedential value and may not be used as evidence in any judicial or administrative proceeding against the Federal Defendants and/or Defendant-Intervenors, except to enforce the terms of the Agreement and terms agreed by the Parties herein. In any other judicial or administrative proceeding, this Agreement may not be used to present or imply any position of the Federal Defendants and/or Defendant-Intervenors with regard to the SKR Management Area.

2. No Party shall use this Agreement or the terms herein as evidence that any Party is required to initiate consultation under the ESA or perform environmental analysis in any other proceeding involving the trade-out and/or development of the March SKR Management Area/ March Air Force Base west campus.

D. **Notices.** All notices called for pursuant to this Agreement shall be given in writing by personal delivery, or recognized overnight delivery service which obtains the signature of the addressee or its agent as evidence of delivery, or confirmed electronic transmission or telecopy/facsimile to the addresses listed below. All such notices or communications shall be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees listed below; or (ii) the date of delivery by recognized overnight delivery services; and/or (iii) upon receipt by the sender of electronic confirmation of delivery of such notices or communications sent by telecopy/facsimile. A Party may change its address by giving written notice thereof to the others in accordance with the provisions of this section.

Center for Biological Diversity	Jonathan Evans Center for Biological Diversity 351 California Street, Suite 600 San Francisco, CA 94104
San Bernardino Valley Audubon Society	Drew Feldmann San Bernardino Valley Audubon Society PO Box 10973 San Bernardino, CA 92423-0973
Jim Bartel, Field Supervisor for the Carlsbad Office of the United States Fish and Wildlife Service; the United States Fish and Wildlife Service; and Ken Salazar, Secretary of the Interior.	Bradley H. Oliphant, Trial Attorney Joanna K. Brinkman, Trial Attorney Ben Franklin Station, P.O. Box 7611 Washington, DC 20044-7611
March Joint Powers Authority	Michelle Ouellette Best Best & Krieger LLP 3390 University Avenue, 5th Floor Riverside, CA 92501
LNR Riverside LLC	Hans Van Ligten Rutan & Tucker LLP 611 Anton Blvd. Costa Mesa, CA 92626-1931

E. **Further Assurances: Covenant to Sign Documents.** Each Party shall take all actions and do all things, and execute, with acknowledgement or affidavit, if required, any and all documents and writings that may be necessary or proper to achieve the purposes and objectives of this Agreement.



F. **Statement of Compliance.** Within thirty (30) days following any written request by a Party, the other Parties shall execute and deliver a statement certifying that this Agreement is unmodified and in full force and effect or if there have been modifications hereto, that this Agreement is in full force and effect as modified, that there are no current uncured defaults under this Agreement, and any other information reasonably requested.

G. **Verification of Compliance.** Any Party may request in writing that the other Parties provide verification of compliance with the terms of this Agreement, including attached Exhibits. The other Parties shall provide the requesting Party with such verification within ninety (90) days of receipt of the request. Such verification shall be in writing and shall include a signed statement from a representative of the Parties, or their respective successors, as the case may be, that the Parties have fully complied with their obligations in this Agreement.

H. **No Agency.** It is expressly agreed that, in carrying out this Agreement, no relationship of principal and agent shall ever exist between the Parties hereto.

I. **No Third Party Beneficiaries.** It is expressly agreed that this Agreement is not for the benefit of any person or entity not a Party hereto or described as a related entity and representative herein. No person or entity who or which is not a signatory to this Agreement shall be deemed to be benefited or intended to be benefited by any provision hereof, and no such person or entity shall acquire any rights or causes of action against either the CBD, Audubon, the Service, the Secretary, March JPA or LNR Riverside hereunder as a result of the Parties' performance or non-performance of their respective obligations under this Agreement. Each of the Parties hereby acknowledges and agrees to the provisions of this Paragraph.

J. **Entire Agreement.** The Parties acknowledge that this Agreement is signed and executed without reliance upon any actual or implied promises, warranties or representations made by any of the Parties or by any representative of any of the Parties, other than those which are expressly contained within this Agreement. This Agreement, including the true and correct Recitals above, inclusive of all definitions contained therein, that are incorporated by reference herein as operative covenants and specifically relied upon by the Parties in executing this Agreement, constitutes the entire agreement and understanding among and between the Parties and supersedes any and all other agreements whether oral or written between the Parties.

K. **Incorporation of Recitals.** The recitals to this Agreement, above, are hereby incorporated herein and made a part hereof.

L. **Amendments and Modifications.** The Order entering this Agreement may be modified by the Court upon good cause shown, consistent with the Federal Rules of Civil Procedure, by (i) written stipulation between the Parties filed with and approved by the Court, or (ii) upon written motion filed by one of the Parties and granted by the Court if the Court determines that such amendment is necessary to prevent a gross miscarriage of justice.

M. **Enforcement of Agreement.** At least 30 days prior to filing any motion to enforce this Agreement, the Party contemplating the motion must bring its claimed breach to the attention of the other Party, in writing, and make a good faith effort to resolve the dispute informally within 30 days thereafter. The Parties agree that they will meet and confer (either

telephonically or in-person) at the earliest possible time in a good-faith effort to resolve the claim before seeking relief from the Court. If the Parties are unable to resolve the claim themselves, either Party may seek relief from the Court. The Parties agree not to seek to invoke the contempt powers of the district court for any alleged breach of this Agreement without fully following the dispute resolution conditions above. Notwithstanding the dismissal of this action the Parties hereby stipulate and respectfully request that the Court retain jurisdiction to oversee compliance with this Agreement and to resolve any motions to modify such terms. *See Kokkonen v. Guardian Life Ins. Co. of Am.*, 511 U.S. 375 (1994).

N. **Construction of Agreement.** This Agreement is the product of arms-length negotiations between the Parties and their respective attorneys. Each of the Parties hereto expressly acknowledges and agrees that this Agreement shall be deemed to have been mutually prepared so that the rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement. The paragraph and section headings used in this Agreement are for reference only and shall not affect the construction of this Agreement.

O. **Representations as to Negotiation Process.** The Parties hereto represent to each other that each Party has been represented by counsel with respect to this Agreement and all matters covered by and relating to it, that they have been fully advised by such counsel with respect to their rights and with respect to the execution of this Agreement. The Parties further represent that each Party has entered into this Agreement of his, her, or its free will and independent action without undue pressure, coercion or influence of any sort.

P. **Settlement, No Admissions by Parties.** Each of the Parties acknowledges that this Agreement relates to the avoidance of litigation and the preclusion of actions described above. The Parties, therefore, agree that this Agreement is not to be treated or construed, at any time or in any manner whatsoever, as an admission by either Party regarding the merits of the allegations in *Center for Biological Diversity v. Jim Bartel, et. al.* (S.D. Cal. No. 09-cv-1864-JAH-POR). All Parties recognize, acknowledge and agree that entering into this Agreement by any Party receiving any money is not a concession of its respective damages or the costs in the Lawsuit. This Agreement effectuates settlement of claims in the Lawsuits between the settling Parties that are disputed, contested or denied, and other related matters. Neither this Agreement nor any Party's performance under it is intended to be or shall be asserted by any other Party to be an admission of any kind or character whatsoever except as to the admitted fact that a full, fair and equitable settlement has been reached by each of the Parties. This Agreement is in compromise of the disputed claims between the Parties and shall never be treated as an admission of liability by any Party, court, arbitrator(s), mediator(s), or dispute resolution panel.

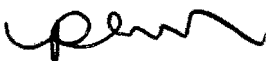
Q. **Choice of Law and Choice of Forum.** This Agreement shall be deemed to have been executed and delivered within the State of California; the rights and obligations of the Parties hereunder shall be governed, construed and enforced in accordance with the laws of the State of California. The venue for any dispute arising from or related to this Agreement, its performance, and its interpretation shall be the U.S. District Court for the Southern District of California.

R. **Authorized Signatory.** Each Party represents and warrants to each other Party that its signature to this Agreement has the authority to bind the Party and this Agreement does in fact bind the Party, and that they have the authority to agree to the Court's entry of the terms and conditions of this Agreement and do hereby agree to the terms herein.


S. **Effective Date.** This Agreement is effective upon its execution by all Parties and the entry of an order by the Court ratifying the Agreement.

T. **Counterparts.** This Agreement may be executed in counterparts and when so executed by the Parties, shall become binding upon them and each such counterpart will be an original document.


9/5/12  
Date

  
Center for Biological Diversity  
by PETER GALVIN

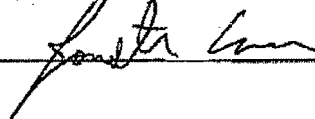
Approved as to Form by JONATHAN EVANS

  
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9/5/12  
Date

  
San Bernardino Valley Audubon Society  
by DREW FELDMANN

Approved as to Form by JONATHAN EVANS

  
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\_\_\_\_\_  
Date

\_\_\_\_\_  
March Joint Powers Authority  
by \_\_\_\_\_

Approved as to Form by \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
LNR Riverside LLC  
by \_\_\_\_\_

Approved as to Form by \_\_\_\_\_  
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\_\_\_\_\_  
Date

\_\_\_\_\_  
Center for Biological Diversity  
by \_\_\_\_\_

Approved as to Form by \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
San Bernardino Valley Audubon Society  
by \_\_\_\_\_

Approved as to Form by \_\_\_\_\_  
\_\_\_\_\_

9/6/12  
Date

Lori M. Stone  
March Joint Powers Authority  
by Lori Stone, Executive Director

Approved as to Form by \_\_\_\_\_

Michael D. [Signature]

\_\_\_\_\_  
Date

\_\_\_\_\_  
LNR Riverside LLC  
by \_\_\_\_\_

Approved as to Form by \_\_\_\_\_  
\_\_\_\_\_

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\_\_\_\_\_  
Date

\_\_\_\_\_  
Center for Biological Diversity  
by \_\_\_\_\_

Approved as to Form by \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
San Bernardino Valley Audubon Society  
by \_\_\_\_\_

Approved as to Form by \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

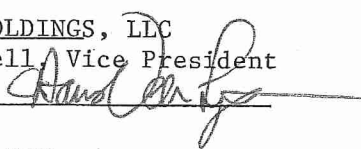
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March Joint Powers Authority  
by \_\_\_\_\_

Approved as to Form by \_\_\_\_\_  
\_\_\_\_\_

9-10-12  
Date

  
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LNR Riverside LLC  
by LNR RIVERSIDE HOLDINGS, LLC

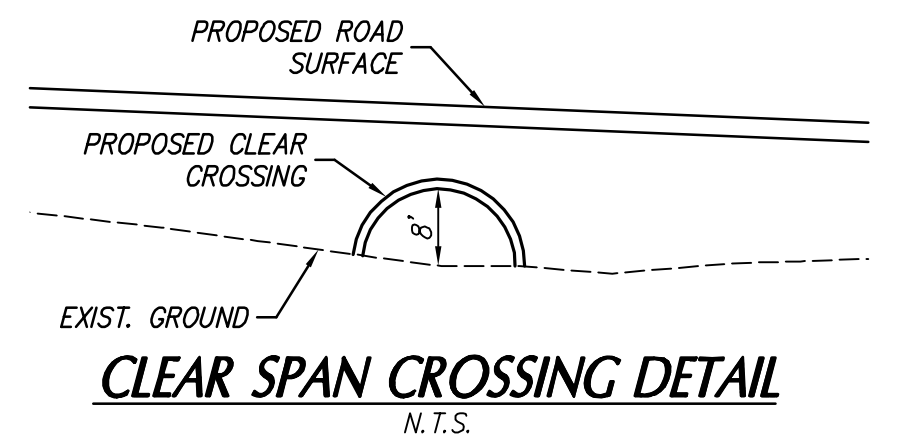
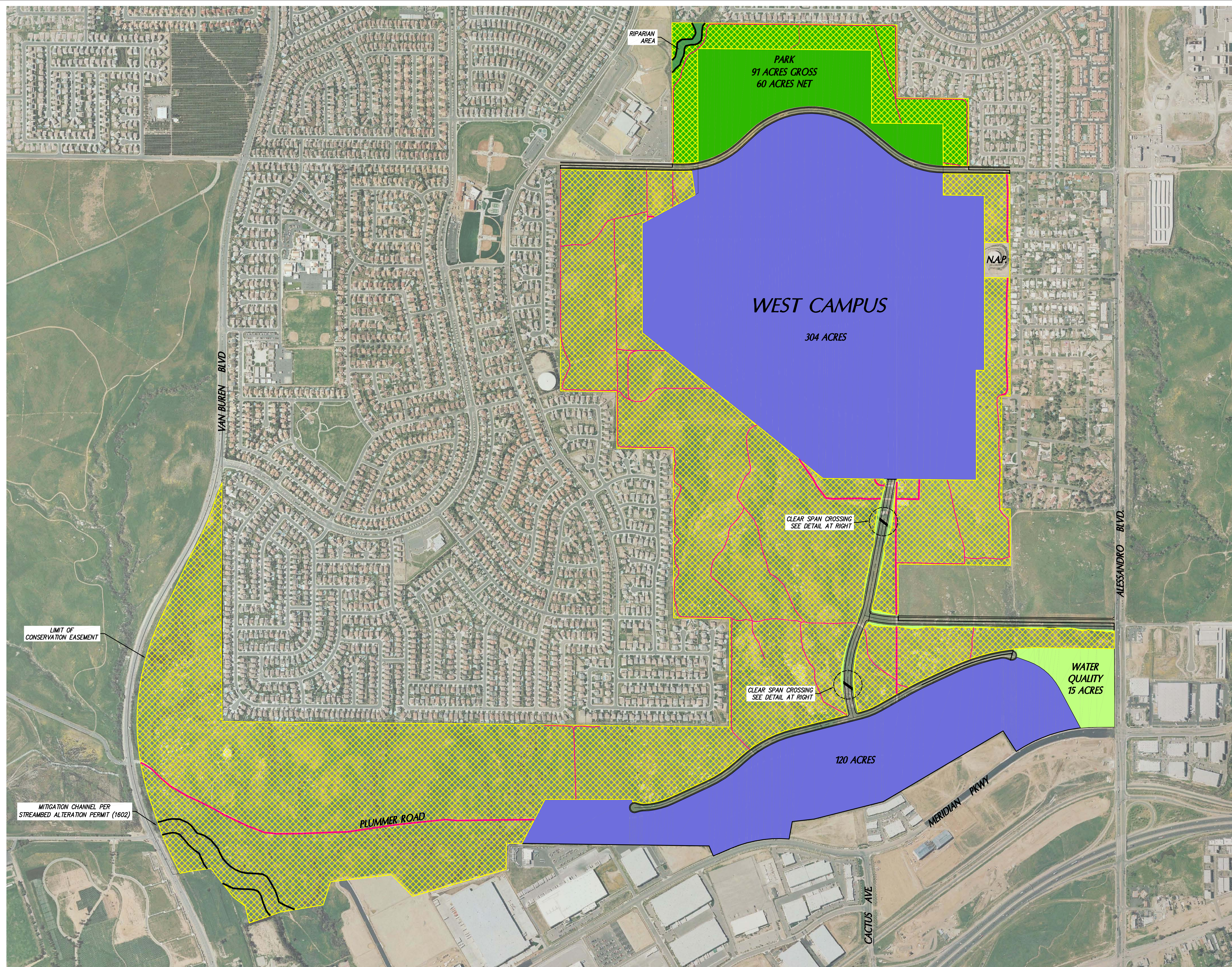
by: Lang Cottrell, Vice President

Approved as to Form by 

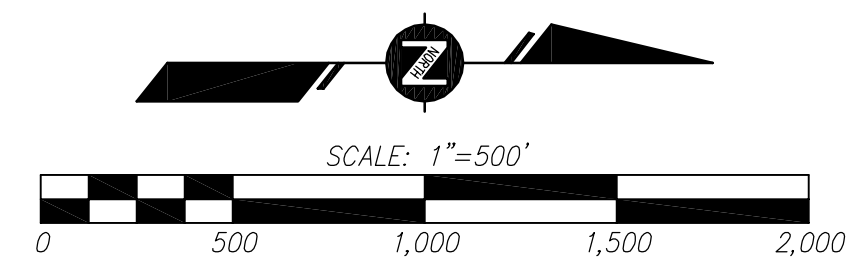
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RUTAN & TUCKER, LLP

# EXHIBIT A





- EXISTING ROADS, VEHICULAR ACCESS & PASSIVE RECREATIONAL TRAILS
- CONSERVATION EASEMENT 649 ACRES
- DEVELOPABLE AREA 424 ACRES
- PROPOSED PARK AREA 91 ACRES GROSS 60 ACRES NET
- WATER QUALITY OPEN SPACE AREA 15 ACRES

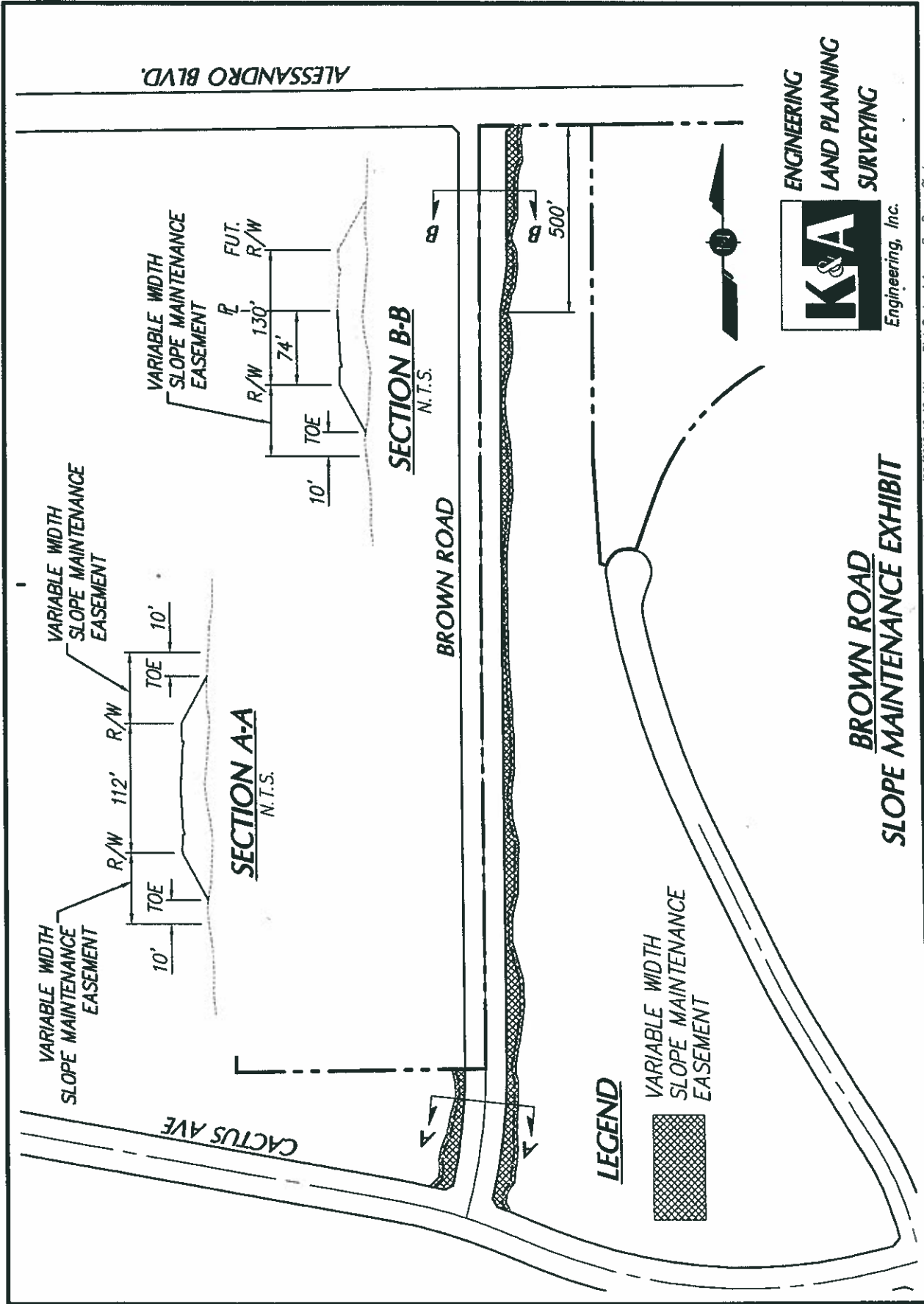


**K&A** ENGINEERING  
 LAND PLANNING  
 SURVEYING  
 Engineering, Inc.

357 N. SHERIDAN STREET  
 SUITE 117  
 CORONA, CALIFORNIA 92880  
 TEL (951) 279-1800  
 FAX (951) 279-4380

**LNR - MERIDIAN  
 WEST CAMPUS  
 LAND USE  
 STUDY "B2"**



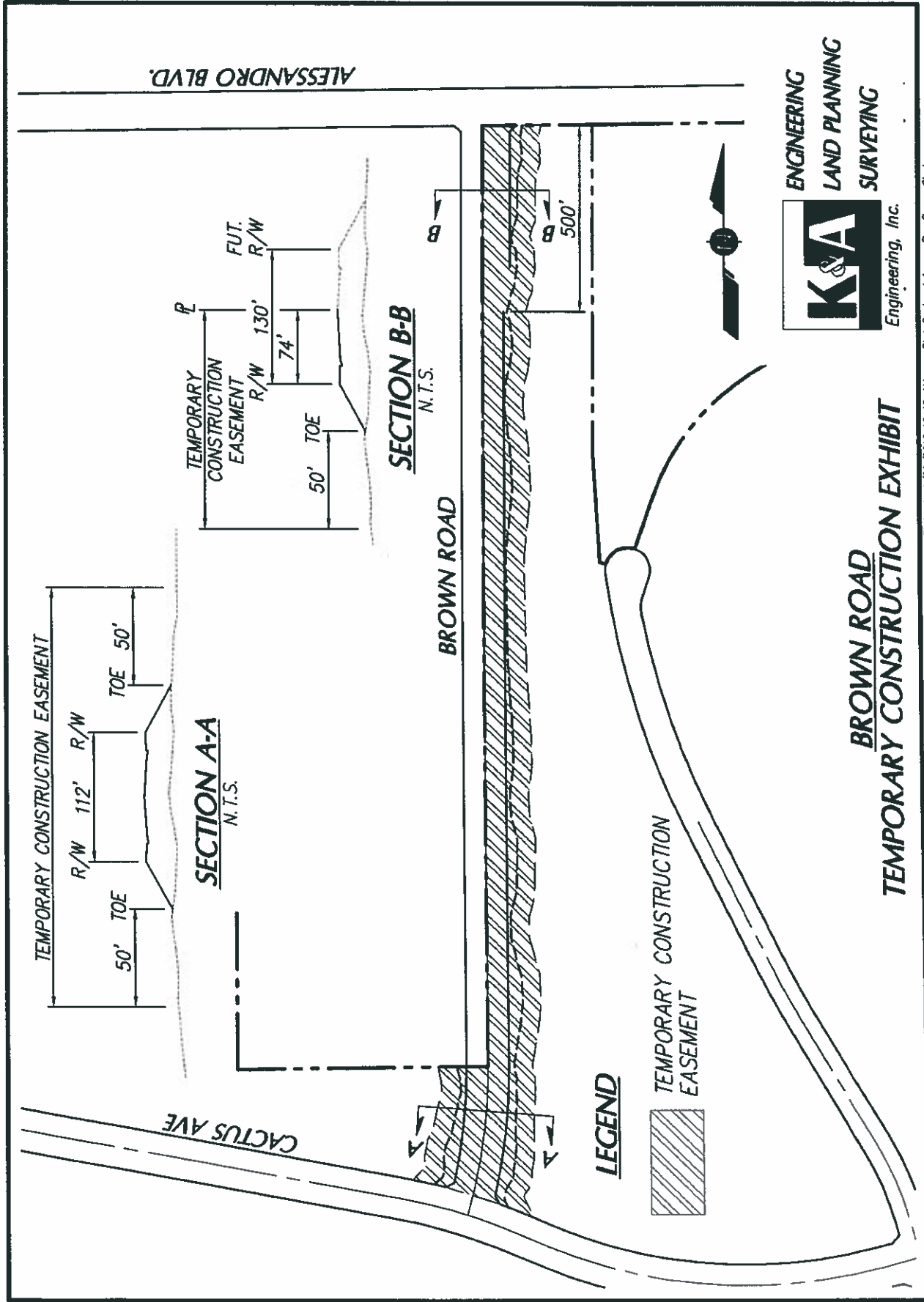


**BROWN ROAD**  
**SLOPE MAINTENANCE EXHIBIT**

**K&A**  
**Engineering, Inc.**  
 ENGINEERING  
 LAND PLANNING  
 SURVEYING

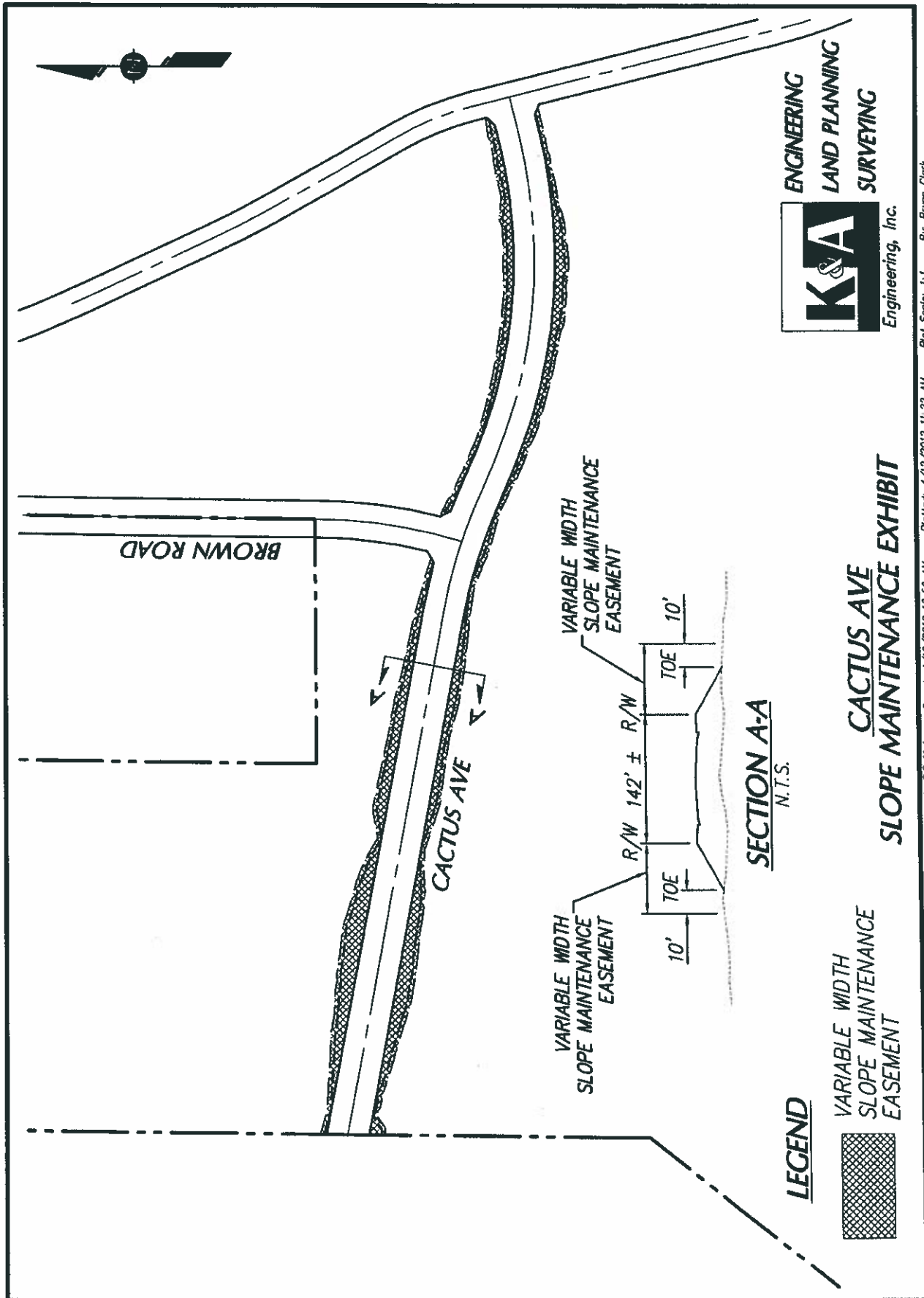
**LEGEND**  
 VARIABLE WIDTH  
 SLOPE MAINTENANCE  
 EASEMENT





**K&A**  
ENGINEERING  
LAND PLANNING  
SURVEYING  
Engineering, Inc.

**BROWN ROAD  
TEMPORARY CONSTRUCTION EXHIBIT**

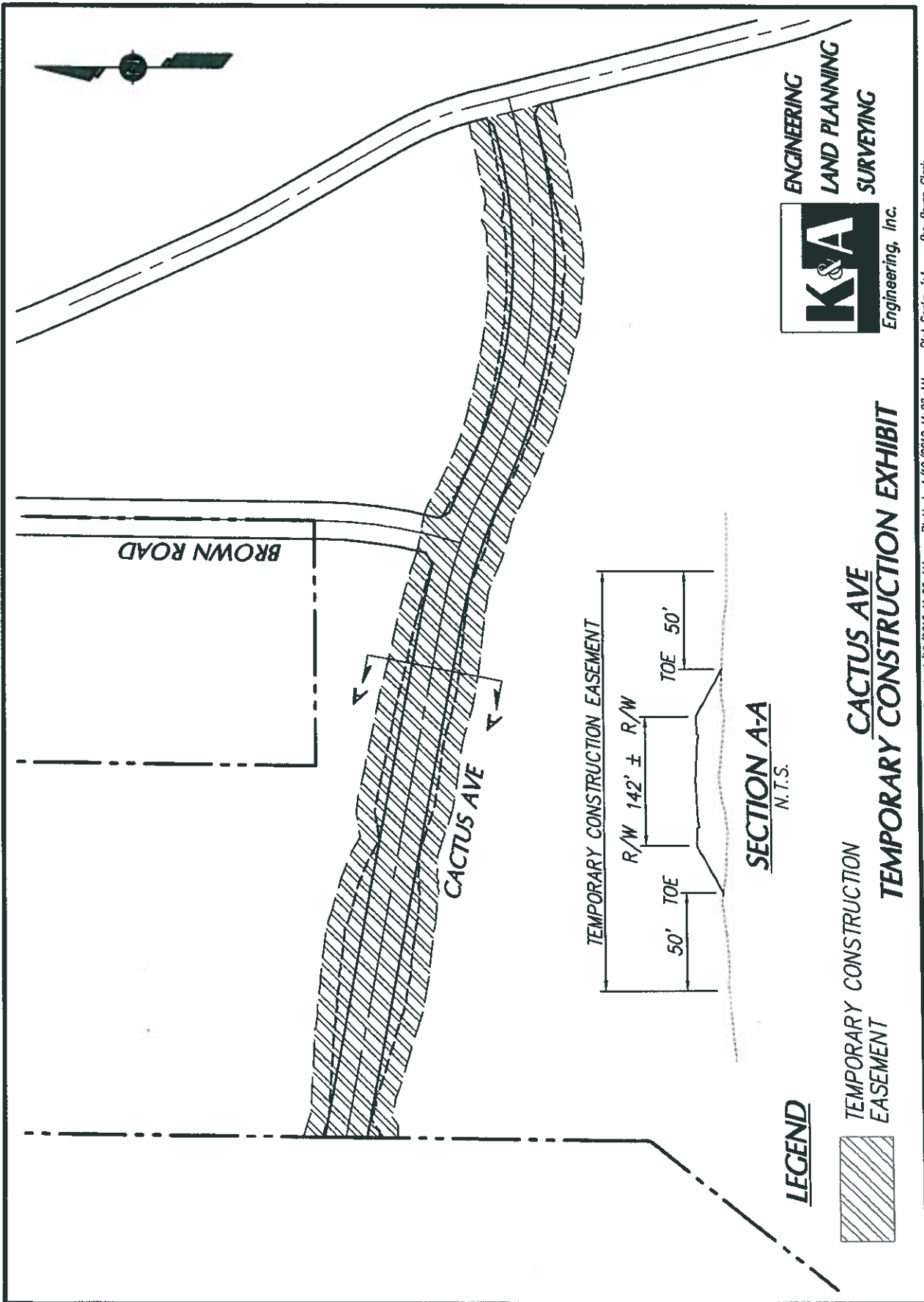


**K&A**  
**Engineering, Inc.**  
 ENGINEERING  
 LAND PLANNING  
 SURVEYING

**CACTUS AVE**  
**SLOPE MAINTENANCE EXHIBIT**

**SECTION A-A**  
 N.T.S.

**LEGEND**  
 [Hatched Box] VARIABLE WIDTH  
 SLOPE MAINTENANCE  
 EASEMENT



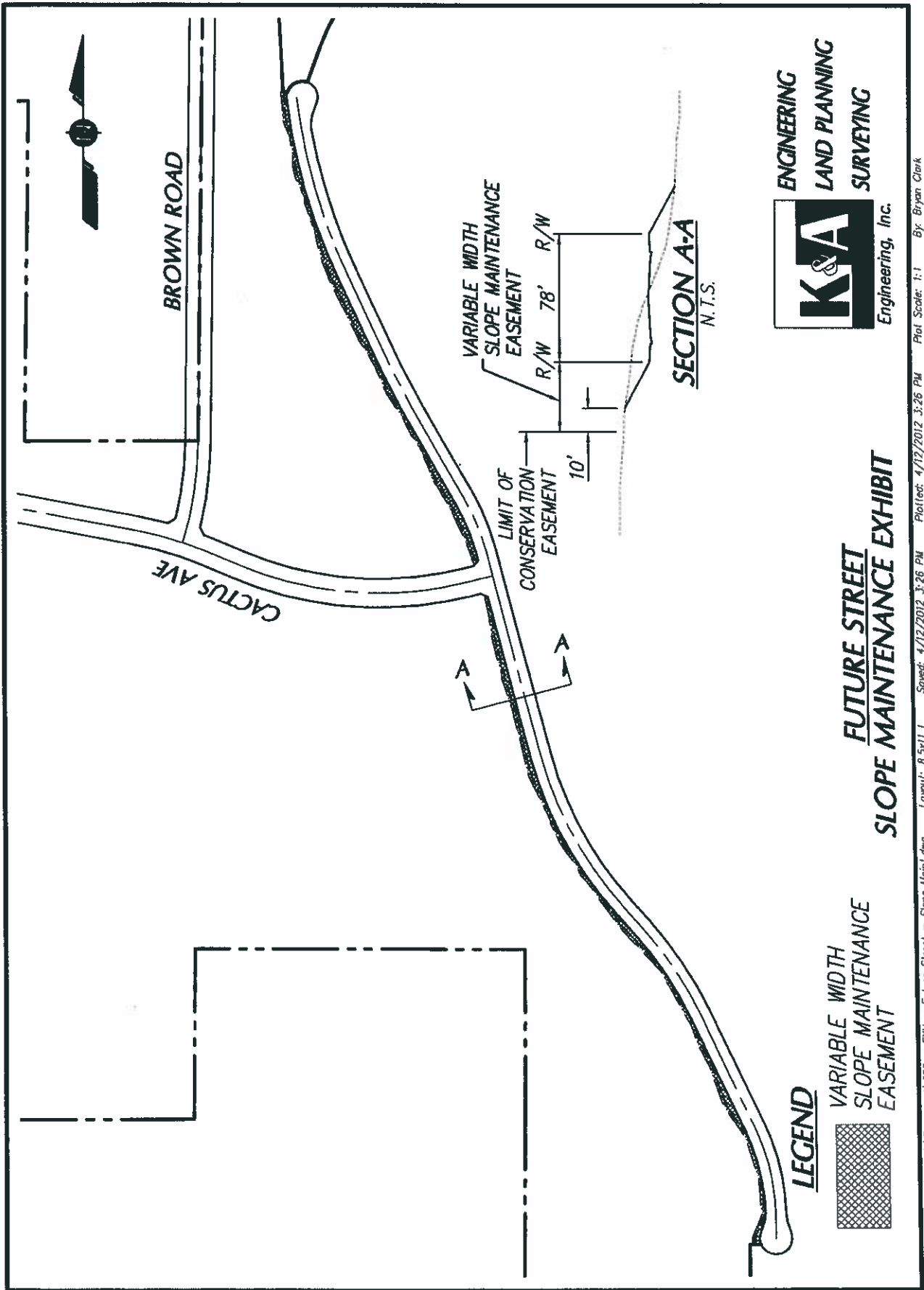
**K&A**  
Engineering, Inc.

ENGINEERING  
LAND PLANNING  
SURVEYING

**CACTUS AVE**  
**TEMPORARY CONSTRUCTION EXHIBIT**

**LEGEND**

TEMPORARY CONSTRUCTION  
EASEMENT

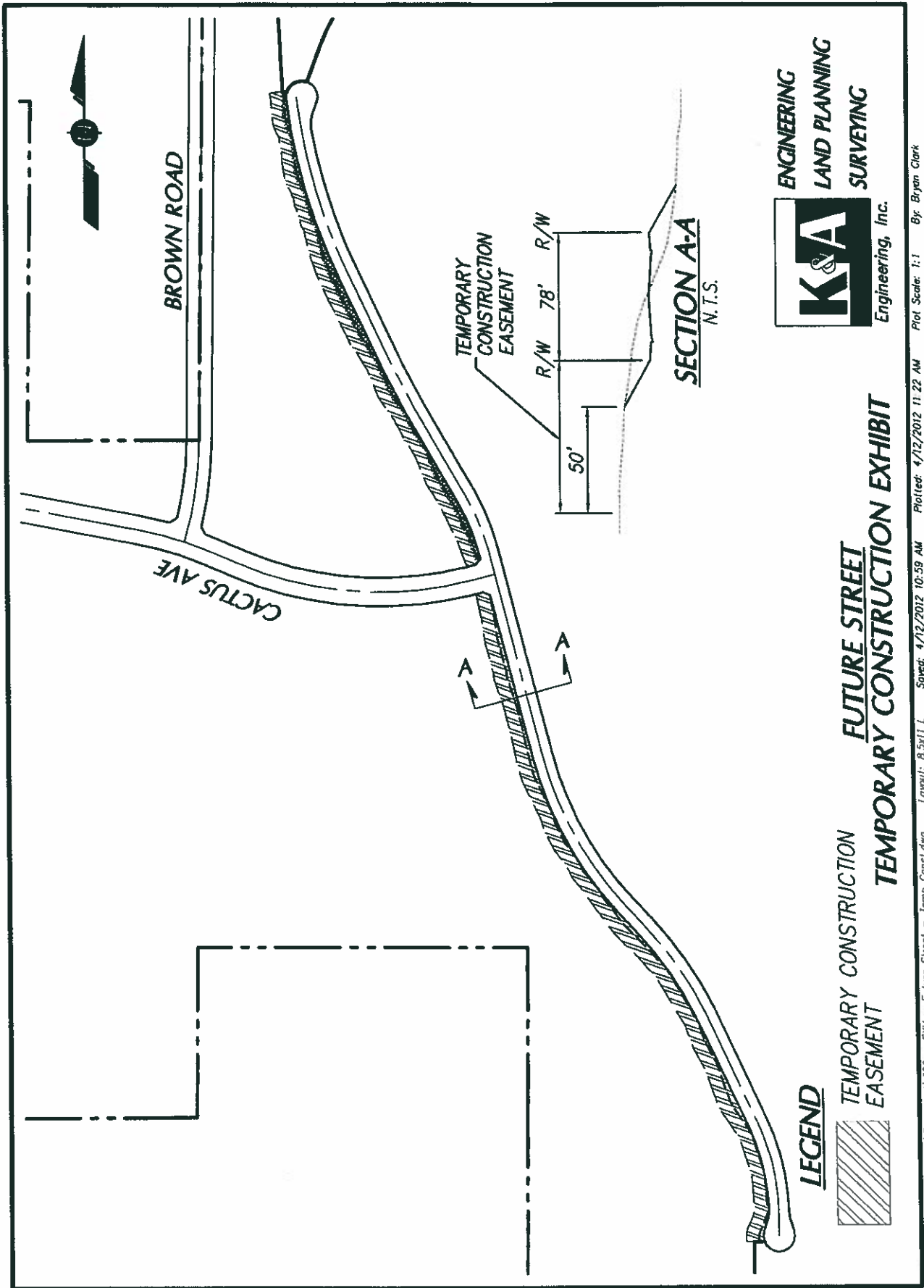


**K&A**  
**ENGINEERING**  
**LAND PLANNING**  
**SURVEYING**  
 Engineering, Inc.

**FUTURE STREET**  
**SLOPE MAINTENANCE EXHIBIT**

**LEGEND**

 VARIABLE WIDTH SLOPE MAINTENANCE EASEMENT





# EXHIBIT B

**Exhibit B**

*(Center for Biological Diversity, et al. v. Jim Bartel, et al.,  
S.D. Cal. No. 09-cv-1864-JAH-POR)*

**Mitigation Measures for Any Development in the Developable Area**

- All exterior on-site light fixtures shall be fully shielded with no light emitted above the horizon.
- Exterior on-site lighting shall not exceed .5 candle/foot at the property line confirmed through point-by-point photometric study.
- All exterior lighting shall be low-pressure sodium or high-pressure sodium. Metal Halide is prohibited.
- Maximum on-site lighting wattage is 750.
- Maximum height of on-site exterior lighting is 25'.
- Preferential parking spaces shall be offered to car pools and van pools.
- Employers with 250 employees or more shall develop a trip reduction plan to increase vehicle occupancy.
- Buildings shall be designed to reduce energy usage by utilizing solar or low emissions water heaters, double paned glass windows, using light colored roofing materials, using skylights in warehouses, orienting buildings north to the extent practical, and increasing wall and attic insulation above Title 24 requirements.
- A construction relations officer should be appointed to act as a community liaison to oversee on-site construction activity and all emissions and congestion related matters.
- Restrict idling emission from trucks by using auxiliary power units and electrification at the industrial warehouse facilities.
- Landscape with appropriate drought-tolerant species to reduce water consumption.
- Project shall provide plentiful short- and long- term bicycle parking facilities to meet peak season maximum demand (e.g., one bike rack space per 20 vehicle/employee parking spaces).
- Project shall provide "end-of-trip" facilities including showers, lockers, and changing space (e.g., four clothes lockers and one shower provided for every 80 employee parking spaces, separate facilities for each gender for projects with 160 or more employee parking spaces).
- Project design shall include a designated bicycle route connecting all units, on-site bicycle parking facilities, offsite bicycle facilities, site entrances, and primary building entrances to

existing Class I or Class II bike lane(s) within one-half mile. Bicycle route connects to all streets contiguous with project site. Bicycle route has minimum conflicts with automobile parking and circulation facilities. All streets internal to the project wider than 75 feet have Class II bicycle lanes on both sides.

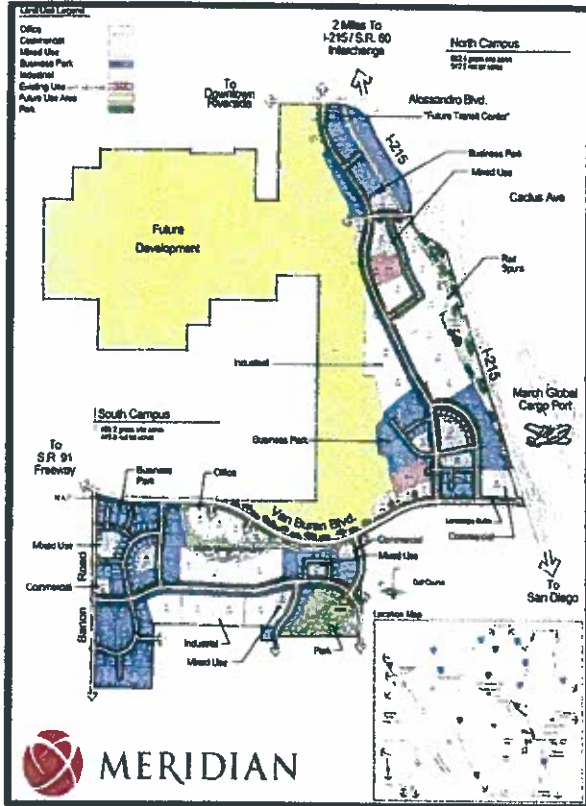
- The project shall provide a pedestrian access network that internally links all uses and connects to all existing/planned external streets and pedestrian facilities contiguous with the project site. Project design shall include a designated pedestrian route interconnecting all internal uses, site entrances, primary building entrances, public facilities, and adjacent uses to existing external pedestrian facilities and streets. Route has minimal conflict with parking and automobile circulation facilities. Streets within the project have sidewalks on both sides. All sidewalks are a minimum of five feet wide and feature vertical curbs. Pedestrian facilities and improvements such as grade separation, wider sidewalks, and traffic calming are implemented wherever feasible to minimize pedestrian barriers. All site entrances provide pedestrian access.
- Project shall provide a parking lot design that includes clearly marked and shaded pedestrian pathways between transit facilities and building entrances.
- Project shall be oriented towards existing transit, bicycle, or pedestrian corridor. Setback distance between project and existing or planned adjacent uses shall be minimized. Setbacks between project buildings and planned or existing sidewalks shall be minimized. Buildings shall be oriented towards existing or planned street frontage. Primary entrances to buildings shall be located along planned or existing public street frontage. Project shall provide bicycle access to any planned bicycle corridor(s). Project shall provide pedestrian access to any planned pedestrian corridor(s).
- Employers with over 250 employees shall provide on-site food vending machines, fridge, microwave and mail facilities and use reasonable effort to provide an ATM, onsite computer, internet connection, and other service to reduce the need for employees to leave for services during business hours.
- Project site shall be on a vacant infill site, redevelopment area, or brownfield or greyfield lot that is highly accessible to regional destinations, through public transit.
- Project shall install Energy Star labeled roof materials.
- Project shall use CARB-certified diesel construction equipment.
- Project sponsor shall encourage the recycling/reuse of demolished construction material.
- Provide parking lot areas will include 40% tree coverage (approximately 1 tree for every 14 stalls) for office uses and 30% tree coverage (approximately 1 tree for every 20 stalls) for industrial or business park uses within 10 to 15 years of construction. Project will use trees that mature over a longer time frame with lower low water demand. Shade requirements will exclude truck courts and drive isles.

- Provide one preferential parking space for EVs/CNG vehicles for single user parking lots and shared retail parking per hundred required spaces not to exceed 4 preferential parking spaces per development. 1 charging facility will be provided for every 2 EV stalls.
- Provide energy efficient appliances (e.g., Energy Star) and energy-reducing programmable thermostats that automatically adjust temperature settings.
- Provide low flow and waterless fixtures for restroom facilities.
- All lots within the Meridian development adjacent to the Conservation Easement Areas shall be landscaped with native and non-invasive plant materials to protect biological resources, such as habitat supporting LBV.
- The proposed non-potable water system will meet “Purple” pipe standards for reclaimed water systems.
- The LEED checklist shall be provided for evaluation prior to approval of the design plans and also prior to approval of the construction plans verifying that a minimum score consistent with LEED certification is achieved. Submittal of the LEED checklist shall be from a registered architect or LEED accredited professional (AP).



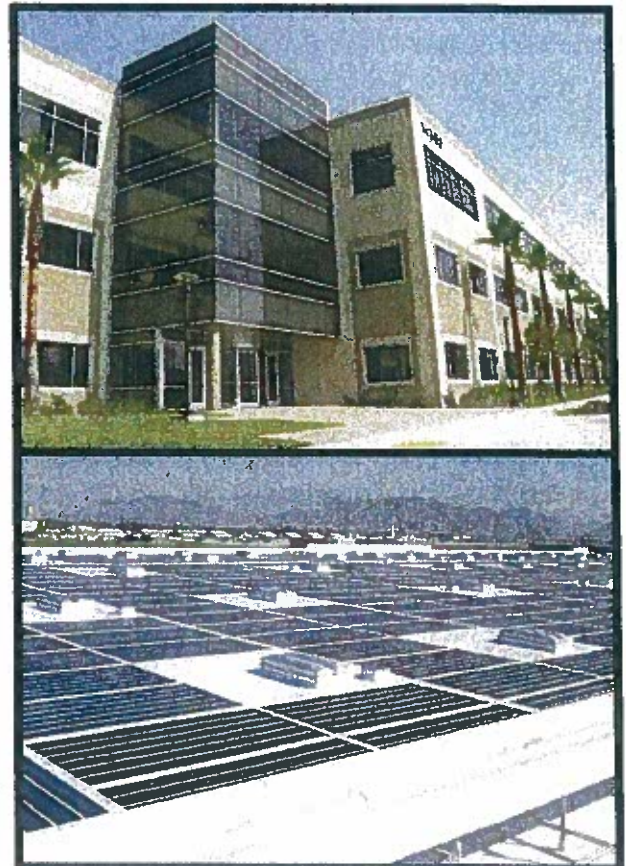
# MERIDIAN

The Green Alternative



- Meridian is a 1,290-acre mixed-use development with projected employment of approximately 15,000 jobs.
- The Meridian Design Guidelines were awarded the 2008 Association of Defense Communities (ADC) Most Innovative Community Project.
- Meridian includes over 14 miles of bike lanes, 18 miles of sidewalks, and bus pullouts to encourage the use of alternate transportation.
- Meridian is home to the future Moreno Valley/March Field Metrolink Station, with approximately 350,000 square feet of office development currently surrounding the Metrolink site.
- All employment uses include bike racks, preferential parking for car pools, solar or low emission water heaters, and high efficiency high-pressure sodium exterior lighting.
- Reclaimed water purple pipe is plumbed for all landscaped areas in the 1,290-acre Meridian development.

- MJPA enforces the WRCOG Good Neighbor Guidelines for the siting of warehouse and distribution uses near residential communities.
- All Meridian developments are required to provide an on-site recycling area and designated truck routes.
- The 3-story Intellicenter development is a LEED Gold certified office building adjacent to the future Metrolink station.
- The Fresh and Easy food production and warehouse facility operates a 2 Megawatt photo-voltaic solar roof system producing approximately 25% of their energy demand.
- Fresh and Easy utilizes electric hybrid trailer refrigeration units which minimizes the use of energy and diesel fuel at their facility.
- In lieu of hauling materials to local landfills, LNR recycled 70,000 tons of concrete and asphalt, as well as slabs from former military structures for street base course in Meridian. They mulched and recycled trees, shrubs and vegetation for reuse; and transplanted and re-used many of the palm trees.





### 2.11.1 Responses to Letter I

#### CENTER FOR BIOLOGICAL DIVERSITY

**Response to Comment 1.** The following information clarifies the project information and EIR analysis to address CBD's comments on the RFDEIR.

**Response to Comment 2.** The following information clarifies the RFDEIR discussion of the issues or items raised by CBD. The indicated portions of the Settlement Agreement will be incorporated into Conditions of Approval or Mitigation Measures as appropriate.

**Response to Comment 3.** The following Mitigation Measure BR-2b will be added to assure the establishment and permanent maintenance of the proposed conservation easement:

**BR-2b** Prior to issuance of an occupancy permit, the developer shall legally establish a conservation easement along the western boundary of the project property, as shown in the approved site plan and as described in the project Settlement Agreement. The developer shall work with an established conservation organization acceptable to the County Resource Conservation Authority (RCA) to establish the easement. The easement shall meet the requirements of the Settlement Agreement and applicable guidelines in the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP). The selected conservation group will maintain and monitor the easement on a permanent basis.

In compliance with the Settlement Agreement resolving *Center for Biological Diversity, et al v. County of Riverside, et al.*, Riverside County Superior Court Case No. RIC10009105, the permanent Conservation Easement (CE) shall be established and recorded by the developer and shall name an appropriate designee as the holder/grantee as designated in the Settlement Agreement. The terms, standards, and goals of the CE shall conform to those outlined in the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP). The CE holder/grantee shall have the necessary organizational and fiscal capability to ensure enforcement of the easement in perpetuity. Alternatively, the CE may be transferred in fee title to the RCA as long as the obligations regarding the CE are simultaneously transferred.

The developer shall also provide a monetary endowment to the conservation group sufficient for it to maintain and monitor conditions in the easement in perpetuity. The developer shall demonstrate to the Center for Biological Diversity (CBD) and the County Planning Department it has met the requirements of this measure, and applicable portions of the Settlement Agreement in this regard, prior to receiving a certificate of occupancy for the project.

Once the easement is established, discing as a means of fire clearance will only be permitted if all other fire clearance methods or mechanisms are prohibited. Weed abatement/fire prevention techniques that shall be employed to the greatest degree feasible include mowing, hand clearance, or grazing. Discing is only permitted upon written demonstration from an appropriate regulatory authority stating that other weed abatement/fire prevent techniques are not permitted.

**Response to Comment 4.** No response is needed.

**Response to Comment 5.** The following Mitigation Measure BR-2c will be added to clarify the issue of grading within the conservation easement and restoration activities if any grading is required:

**BR-2c** The developer shall minimize grading within the conservation area to the greatest degree practical. Should any grading within the conservation area occur, the developer shall pay for and complete a one-time restoration of any graded portions of the conservation area with native plants generally supportive of Stephens' kangaroo rat (SKR) habitat including, but not limited to, the plants listed in Exhibit B of the Settlement Agreement. Initial grading of the conservation area shall be completed within six (6) months of the commencement of grading in the conservation area. Restoration of any areas graded in the conservation area shall begin as soon as practical after completion of the initial grading so as to coincide with the fall and winter rainy season, and reach completion by January 20<sup>th</sup> of the following year. Restoration shall be completed within one year and may include a grow-kill cycle to reduce weeds during the first rainy season if so included in the restoration plan as required by Exhibit B of the Settlement Agreement. The developer shall make an adequate one-time restoration effort to achieve a 70 percent native plant cover (bird's eye view) with the recommended plant palette and a maximum of 10 percent cover by non-native plant species five (5) years after planting. Exhibit B of the Settlement Agreement contains a list of restoration experts and minimum contract requirements of restoration of the conservation area. The one time restoration shall be based on a site specific scientifically based revegetation plan from local native plant sources developed by a restoration expert chosen by the developer from the list in Exhibit B of the Settlement Agreement with proven experience in successful revegetation of western Riverside County and coastal sage scrub and native grasslands. The developer shall provide a report demonstrating that the restoration activities meet the terms of the Settlement Agreement prior to any use or occupancy of the buildings or structures.

**Response to Comment 6.** The following Mitigation Measure BR-2d will be added to clarify the issue of weed abatement and maintenance within the conservation area before the conservation easement is established (see previous additional mitigation measure BR-2b above regarding discing and weed abatement practices after establishment of the conservation easement):

**BR-2d** Prior to establishment of the conservation easement identified in Mitigation Measure BR-2b, discing within the conservation area as a means of fire clearance will only be permitted if all other fire clearance methods or mechanisms are formally prohibited. Weed abatement/fire prevention techniques that shall be employed to the greatest degree feasible include mowing, hand clearance, or grazing. Discing is only permitted upon written demonstration from an appropriate regulatory authority stating that other weed abatement/fire prevent techniques are not permitted.

**Response to Comment 7.** The following Mitigation Measure BR-2e will be added to clarify the issue of potential light leakage into adjacent conservation areas:

**BR-2e** Prior to issuance of an occupancy permit, the developer shall demonstrate that all project lighting minimizes lighting impacts on neighbors to the west and adjacent conservation areas to the east and west of the site, in compliance with the project Settlement Agreement. Night lighting shall be directed away from adjacent conservation areas, and those areas shall be treated as separate parcels for the purposes of compliance with Riverside County Ordinance 915. Shielding shall be incorporated to ensure ambient lighting in the adjacent conservation areas does not increase beyond 0.5 foot-candles adjacent to developed lots. Devices that may be employed to control light include lenses,

louvers, barn doors, and snoots. A photometric study and engineering plan shall be submitted to the County demonstrating consistency with these lighting provisions prior to any use or occupancy of the site.

Prior to review and approval by the County, the developer shall submit the photometric and engineering plans for lighting along Brown Street and the eastern side of the project to March Joint Powers Authority (MJPA) for review and comment.

**Response to Comment 8.** Mitigation Measure AQ-1i will be modified as shown below to assure the project meets LEED Silver requirements (although not necessarily achieve actual LEED Silver certification) per the Settlement Agreement (added text is underlined):

**AQ-1i** As described in the Leadership in Energy and Environmental Design (LEED) for New Construction, Version 2.2 Rating System, the Project shall comply with LEED Silver requirements and implement the following activities consistent with County requirements. Documentation of compliance with this measure shall be provided to the Riverside County Planning Department and Building Official for review and approval prior to issuance of building permit(s) and approval of the following features shall be confirmed by the County Building Official prior to certificate of occupancy.

i) SS Credit 7.2 - Use roofing materials having a Solar Reflectivity Index (SRI) equal to or greater than 78 for a minimum of 75 percent of the roof surface.

**Response to Comment 9.** These changes to the proposed mitigation measures address the various comments made by the CBD, and they will be incorporated into Section 3 and the Mitigation Monitoring and Reporting Program for the project.

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**2.12 LETTER J: SOUTHERN CALIFORNIA ENVIRONMENTAL JUSTICE  
ALLIANCE**





# LETTER I

Matt Straite  
Riverside Co. Planning Department  
PO Box 1409  
Riverside, CA. 92502-1409  
[MSTRAITE@rctlma.org](mailto:MSTRAITE@rctlma.org)

Re: Revised Focused DEIR, Alessandro Commerce Centre (SCN # 2008061136);  
Settlement Agreement resolving *Center for Biological Diversity, et al. v. County of Riverside, et al.*, Riverside County Superior Court Case No. RIC10009105

Dear Mr. Straite:

This letter recognizes that the Center for Biological Diversity, San Bernardino Valley Audubon Society, and Friends of Riverside's Hills ("Conservation Groups") involved in the case *Center for Biological Diversity, et al. v. County of Riverside, et al.*, Riverside County Superior Court Case No. RIC10009105 support the attached settlement agreement resolving the aforementioned case ("Settlement Agreement") and do not oppose the project as it has been revised by Amstar pursuant to the settlement agreement. These comments also seek to clarify any ambiguity and address discrepancies between the Alessandro Commerce Centre project ("Project") as described in the Revised Focused Draft Environmental Impact Report ("RFDEIR") and the terms of the Settlement Agreement.

1

The Conservation Groups find that the settlement agreement provides several substantial benefits to the environment in relation to the previously approved project including the following:

- Setting aside a conservation area on the western edge of the project site that will be restored with native vegetation, minimize invasive species, and provide for wildlife movement across the conservation area;
- Taking substantial steps to allow for north-south wildlife movement between the protected Sycamore Canyon Wilderness Park and March Stephens' Kangaroo Rat Preserve;
- Designing an on-site detention basin to benefit water quality that also maximizes native habitat value in the existing riparian areas;
- Relying upon green building and increased energy efficiency principals for the project;
- Reducing the project's edge effects by minimizing night lighting, noise, and human disturbance on adjacent open spaces and wildlife, and prohibiting the use of harmful plants identified in local conservation plans.

2

The Conservation Groups appreciate the opportunity to voice our support for the settlement agreement resolving the case above and the steps that Amstar has taken to improve

the project design. We also wish to make sure that the project as analyzed in the RFDEIR meet the terms of the Settlement Agreement. To that end below is a discussion of issues that were discussed between representatives from the Center for Biological Diversity (Jonathan Evans), Riverside County (Matt Straite), Amstar (Tom Simmons), and LSA Associates (Kent Norton) in a teleconference on October 2, 2015. During that call the parties discussed methods to incorporate outstanding issues from the Settlement Agreement into the Revised Focused Final Environmental Impact Report (“RFFEIR”), Mitigation Monitoring and Reporting Program (“MMRP”), and/or the Conditions of Approval for the proposed project.

2

While the terms of the settlement agreement are referenced in the RFDEIR at pages 2-14 to 2-15, several of the provisions are not discussed in the RFDEIR or incorporated into the project. The terms of the Settlement Agreement should be specifically incorporated into the Conditions of Approval, engineering designs, RFFEIR, or MMRP in order to avoid any confusion over whether the revised project achieves the terms of the Settlement Agreement. Assurances regarding conformity with the Settlement Agreement would avoid any potential conflict with terms of the Settlement Agreement that has been filed with the Riverside County Superior Court and Riverside County Clerk’s Office. The provisions of the Settlement Agreement are outlined below by paragraph listed in the Settlement Agreement.

**Paragraph 2.1- Establishing the Conservation Area**

The Conservation Groups appreciate the work by Amstar and the County to assure that the Conservation Area outlined in Exhibit A of the Settlement Agreement is incorporated into the revised project design and RFDEIR. The RFDEIR states that “the developer will provide an endowment to maintain and monitor conditions in the easement in perpetuity.” RFDEIR 3-14, 4-24. The RFFEIR should elaborate on how this endowment will be established, maintained, and managed if it will be used in collaboration with other requirements of the Settlement Agreement.

**Paragraph 2.1.3- Establishing a Conservation Easement**

The terms of the Settlement Agreement required Amstar to establish and record a Conservation Easement “within six (6) months after any Future Entitlements are obtained or by June 30, 2014, whichever is earlier and shall name Petitioners' designee as holder/grantee.” During the teleconference the parties discussed the difficulty with establishing and recording the easement prior to the lot line adjustment, which would occur as part of the project approval process. The Conservation Groups request that explicit language regarding the Conservation Easement be incorporated into the Conditions of Approval. Such language should include the following:

3

In compliance with the Settlement Agreement resolving *Center for Biological Diversity, et al. v. County of Riverside, et al.*, Riverside County Superior Court Case No. RIC10009105, a permanent conservation easement shall be established and recorded for areas dedicated as the Conservation Area ("Conservation Easement"). The Conservation Easement will be established and recorded by Amstar within six (6) months after any Future Entitlements are obtained or approved, whichever is earlier, and shall name a

designee as the holder/grantee as designated by the Settlement Agreement. The terms, standards, and goals of the Conservation Easement shall be modeled upon the language used for conservation easements under the Western Riverside County Multiple Species Habitat Conservation Plan. The Conservation Easement holder/grantee shall have the necessary organizational and fiscal capacity to ensure enforcement of the easement in perpetuity. Alternatively, the Conservation Area may be transferred in fee title to the Western Riverside County Regional Conservation Authority as long as the obligations regarding the Conservation Area are simultaneously transferred. The applicant shall establish and record the easement prior to any use or occupancy of the building, or structure.

3

**Paragraph 2.1.4- Fencing:**

The Conservation Groups appreciate the incorporation of language regarding the terms of the fencing requirements for the Conservation Area into the project design and RFDEIR at pages 3.13, Figure 3-5 and in the Landscape Concept Plan.

4

**Paragraph 2.2- Grading of the Conservation Area**

The Settlement Agreement contains specific terms and requirements regarding any grading that would occur in the Conservation Area. During the October 2, 2015, teleconference call representatives of Amstar stated that little to no grading would occur in the Conservation Area. Representatives from the Conservation Groups noted that figures within the RFDEIR, in particular Figure 4-1 (Site Lines and Site Sections), created the appearance of substantial grading within the Conservation Area. However, other provisions of the RFDEIR state that no grading would occur in the Conservation Area. RFDEIR at 4-17, 4-42. The Conservation Groups request clarification in the RFFEIR that no grading is allowed as part of the Project approvals and that grading plans be included in the RFFEIR to avoid any ambiguity between figures and text in the RFDEIR. Furthermore, language regarding the restrictions and obligations of Grading of the Conservation Area should be included in the RFDEIR and Conditions of Approval to avoid any ambiguity regarding the requirements should any grading in the Conservation Area be needed as part of Project Construction.

5

**Paragraph 2.2.1- Post Grading Restoration Requirements**

The Settlement Agreement included specific requirements regarding restoration of any graded portions of the Conservation Area. The RFDEIR does not include any language regarding these requirements. Language regarding the obligations of restoration of graded portions of the Conservation Areas should be included in the RFDEIR and Conditions of Approval to avoid any ambiguity regarding the requirements should any grading in the Conservation Area be needed as part of Project Construction. Such language should include the following:

In compliance with the Settlement Agreement resolving *Center for Biological Diversity, et al. v. County of Riverside, et al.*, Riverside County Superior Court Case No.

RIC10009105, should any grading in the Conservation Area occur Amstar shall pay for and complete a one-time restoration of any graded portions of the Conservation Area with native plants generally supportive of Stephens' kangaroo rat habitat including, but not limited to, the plants listed in Exhibit B to the Settlement Agreement. "Initial Grading" of the Conservation Area shall be completed within six (6) months of the commencement of grading in the Conservation Area. Restoration of any areas graded in the Conservation Area shall begin as soon as practicable after completion of the "Initial Grading" so as to coincide with the fall and winter rainy season and reach completion by January 20th of the following year. Restoration shall be completed within one year and may include a grow-kill cycle to reduce weeds during the first raining season if so included in the restoration plan as required in Exhibit B to the Settlement Agreement. Amstar agrees that it will make an adequate one-time restoration effort to achieve a 70% native plant cover (bird's eye view) with the recommended plant palette and a maximum of 10% cover by non-native plant species five (5) years after planting. Attached as Exhibit B to the Settlement Agreement is a list of restoration experts and minimum contract requirements for the restoration of the Conservation Area. The one time restoration shall be based on a site specific scientifically based revegetation plan from local native plant sources developed by a restoration expert chosen by Amstar from the list in Exhibit B of the Settlement Agreement with proven experience in successful revegetation of western Riverside County and coastal sage scrub and native grasslands. The applicant shall provide a report demonstrating the restoration activities that meet the terms of the Settlement Agreement prior to any use or occupancy of the building, or structure.

5

### **Paragraph 2.3- Maintenance of the Conservation Area**

The Settlement Agreement includes specific requirements regarding maintenance of the Conservation Area that are not described in the RDFEIR and Conditions of Approval. Those requirements should be included in the RDFEIR, MMRP, and/or Conditions of Approval. In particular, the Settlement Agreement requires that "Discing as a means of fire clearance will only be permitted if all other fire clearance methods or mechanisms are prohibited." Settlement Agreement at p. 5. This provision was explicitly included to minimize habitat disturbance for wildlife such as the federally endangered Stephens' kangaroo rat, while allowing for less destructive fire clearance methods including "mowing, hand clearance, or grazing." Settlement Agreement at p. 5. Where the RFDIEIR does discuss methods to address fire threats such as Impact HHM-8 (RDFEIR at p. 4-53, 54) there is no discussion about the requirements for specific methods to mitigate fire hazards as required by the Settlement Agreement.

6

Inclusion of these terms of the Settlement Agreement in project approvals is crucial because activities within the Conservation Area since the execution of the Settlement Agreement indicate that discing has been employed within the Conservation Area contrary to the requirements of the Settlement Agreement. See attached photographs of discing of Conservation Area. The Conservation Groups request that explicit language regarding the requirements for fire clearance and the prohibition on discing be incorporated into the Conditions of Approval. Such language should include the following:

In compliance with the Settlement Agreement resolving *Center for Biological Diversity, et al. v. County of Riverside, et al.*, Riverside County Superior Court Case No. RIC10009105, discing as a means of fire clearance will only be permitted if all other fire clearance methods or mechanisms are prohibited. Weed abatement/fire prevention techniques that should be employed, where required, include mowing, hand clearance, or grazing. Discing is only permitted upon written demonstration from an appropriate regulatory authority stating that other weed abatement/fire prevention techniques are not permitted.

6

**Paragraph 2.5.1 and 2.5.2- Light Leaking Into Adjacent Conservation Areas**

The Settlement Agreement specifically included language regarding light leakage into areas dedicated for wildlife conservation adjacent to the project. Settlement Agreement, Paragraphs 2.5.1 and 2.5.2, at p. 5. The Conservation Area dedicated as part of the Settlement Agreement and adjacent areas to the south and southwest owned by the March Joint Powers Authority are dedicated conservation areas that are subject to the Settlement Agreement’s requirements to minimize light leakage. See Consent Decree and [Proposed] Order, Settlement Agreement, Exhibit A. The RFDEIR does not disclose or analyze the consistency with these lighting requirements.

The Conservation Groups request that explicit language regarding the minimization of light leakage into adjacent conservation areas be incorporated into the Conditions of Approval. Such language should include the following:

In compliance with the Settlement Agreement resolving *Center for Biological Diversity, et al. v. County of Riverside, et al.*, Riverside County Superior Court Case No. RIC10009105, the Project will be constructed using lighting systems which will minimize impact to neighbors and be sensitive to the environment to minimize light leakage into areas set aside for the benefit of wildlife and open space. Night lighting shall be directed away from the Conservation Area and adjacent conservation areas to protect species within those areas from direct night lighting and shall treat the Conservation Area as a separate parcel for purposes of compliance with Riverside County ordinance 915. Shielding shall be incorporated in project designs to ensure ambient lighting in the Conservation Area and adjacent conservation areas is not increased beyond .5 footcandles adjacent to developed lots and to avoid direct artificial light on the Conservation Area and adjacent conservation areas. It is recognized that public street lighting may be subject to different requirements. In addition, to the extent permissible under local, state and federal law, the locations of fixtures would be selected based on desired angles of light and proximity to the Conservation Area. Devices that may be employed to directionally control light may include lenses, louvers, barn doors, and snoots. Beam patterns would be asymmetric with the light aimed at the road surface area. A photometric study and engineering plan shall be submitted demonstrating consistency with these lighting provisions prior to any use or occupancy of the building, or structure.

7



**Paragraph 2.5.6- LEED silver standards**

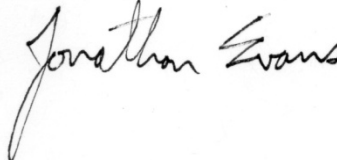
The Settlement Agreement required that the project be built in compliance LEED (Leadership in Energy and Environmental Design) silver standards, but that is not addressed in the RFDEIR or Conditions for Approval. The Conservation Groups request that explicit language regarding LEED silver certification standards be incorporated into the Conditions of Approval. Such language should include the following:

In compliance with the Settlement Agreement resolving *Center for Biological Diversity, et al. v. County of Riverside, et al.*, Riverside County Superior Court Case No. RIC10009105, the project applicant shall demonstrate compliance with LEED silver certification prior to any use or occupancy of the building, or structure.

**Conclusion**

The Conservation Groups appreciate the work done by the project applicant and the County to make sure that the revised project meets the terms of the Settlement Agreement and assures that no violations of that agreement result from any future entitlements or approvals. Should you have any questions please do not hesitate to contact me at the information listed above.

Sincerely,



cc:

Tom Simmons, Black Ridge Real Estate Group representing Amstar  
Kent Norton, LSA Associates  
Drew Feldmann, San Bernardino Valley Audubon Society  
Dr. Leonard Nunney, Friends of Riverside's Hills

Enclosures:

Settlement Agreement *Center for Biological Diversity, et al. v. County of Riverside, et al.*, Riverside County Superior Court Case No. RIC10009105.

Photographs of Discing in Conservation Area, July 29, 2015.

Center for Biological Diversity, et al. v. Bartel, et al., S.D. Cal. Case No. 09-cv-1864-JAH-DHB, Consent Decree and [Proposed Order], including Settlement Agreement with Exhibits.

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COUNTY OF RIVERSIDE

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J. ALVAREZ

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Jonathan Evans (SBN 247376)  
CENTER FOR BIOLOGICAL DIVERSITY  
351 California Street, Suite 600  
San Francisco, CA 94104  
Telephone: (415) 436-9682  
Fax: (415) 436-9683  
Email: jevans@biologicaldiversity.org

Attorney for Petitioners

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF RIVERSIDE

CENTER FOR BIOLOGICAL )  
DIVERSITY, SAN BERNARDINO )  
VALLEY AUDUBON SOCIETY, and )  
FRIENDS OF RIVERSIDE'S HILLS, )

) Case No. RIC 10009105

) Petitioners,

) **NOTICE OF SETTLEMENT AGREEMENT**

) vs.

) Judge: Hon. Sharon J. Waters

) COUNTY OF RIVERSIDE and )  
) BOARD OF SUPERVISORS OF THE )  
) COUNTY OF RIVERSIDE, and )  
) DOES 1-20, )

) Dept.: 10

) Respondents.

**BY FAX**

) AMSTAR/KALIBER LLC, AMSTAR )  
) GROUP LLC, REED PROPERTY )  
) GROUP INC, AND DOES 21-50, )

) Real Parties in Interest.

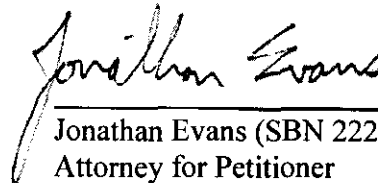
1 To RESPONDENTS County of Riverside and Board of Supervisors of the County of  
2 Riverside, REAL PARTIES IN INTEREST Amstar/Kaliber LLC, Amstar Group LLC, and  
3 Reed Property Group Inc., their attorneys of record, and THE COURT:

4 Notice is hereby given that the PETITIONERS, Center for Biological Diversity, San  
5 Bernardino Valley Audubon Society, and Friends of Riverside's Hills, and REAL PARTIES  
6 IN INTEREST, Amstar/Kaliber LLC, Amstar Group LLC, Reed Property Group Inc., Kaliber  
7 Alessandro Manager, LLC, Kaliber Co-Investments LLC, Reed Holdings LLC, entered into a  
8 SETTLEMENT AGREEMENT on September 14, 2012 to resolve all claims and actions in this  
9 case.

10 Attached as Exhibit A is a true and correct copy of that fully executed SETTLEMENT  
11 AGREEMENT.

12  
13 Dated: September 27, 2012

By:



Jonathan Evans (SBN 222265)  
Attorney for Petitioner  
CENTER FOR BIOLOGICAL  
DIVERSITY, SAN BERNARDINO  
VALLEY AUDUBON SOCIETY, and  
FRIENDS OF RIVERSIDE'S HILLS

1 PROOF OF SERVICE

2 STATE OF CALIFORNIA, COUNTY OF SAN FRANCISCO

3 I am employed in the County of San Francisco, California. I am over the age of 18 and  
4 not a party to the foregoing action. My business address is 351 California ST, Suite 600, San  
5 Francisco CA, 94619.

6 On September 27, 2012 I served a true and correct copy of the

7 NOTICE OF SETTLEMENT AGREEMENT

8 on the parties in this action by placing a true copy thereof in a sealed envelop,  
9 addressed as shown on the attached service list:

10  BY MAIL Such envelope was sealed and placed for collection and mailing following  
ordinary business practices.

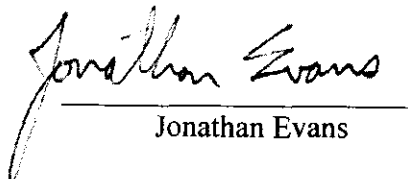
11  BY PERSONAL SERVICE by personally delivering such envelope by hand to the  
12 offices of the addressee(s).

13  BY OVERNIGHT DELIVERY SERVICE via Express Mail to the offices of the  
14 addressee(s). In accordance with Code of Civil Procedure § 1013(c) as follows: I am  
15 readily familiar with this firm's practice of collection and processing correspondence  
16 for mailing with Express Mail. Under that practice the correspondence would be  
17 deposited with Express Mail on that same day in the ordinary course of business with  
postage thereon fully prepaid at Los Angeles, California. The correspondence was  
received after 5:30 PM and was dispatched the next day. Such envelope was sealed and  
placed for collection and mailing following ordinary business practices addressed to:

18  BY FACSIMILE. A true copy thereof was transmitted by facsimile and the  
19 transmission reported complete and without error.

20 Executed on September 27, 2012 in San Francisco, California.

21  STATE I declare under penalty of perjury under the law of California that the  
22 foregoing is true and correct.

23   
24 \_\_\_\_\_  
Jonathan Evans

1 Attached service list for CENTER FOR BIOLOGICAL DIVERSITY et al, v. COUNTY OF  
2 RIVERSIDE et al., Riverside Superior Court Case No: RIC10009105:

3 Respondent COUNTY OF RIVERSIDE:

4 MICHELLE CLACK  
5 OFFICE OF RIVERSIDE COUNTY COUNSEL  
6 3960 ORANGE STREET - FIFTH FLOOR  
7 RIVERSIDE, CA. 92501

8 Real Parties In Interest AMSTAR/KALIBER LLC, AMSTAR GROUP LLC, REED  
9 PROPERTY GROUP INC:

10 GEOFF WILLIS  
11 SHEPPARD MULLIN  
12 650 TOWN CENTER DRIVE  
13 4TH FLOOR  
14 COSTA MESA, CA 92626-1993

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# **Exhibit A**

## SETTLEMENT AGREEMENT

**PARTIES:** This Settlement Agreement ("Agreement") is entered into by and between Amstar/Kaliber LLC, Amstar Group LLC, Reed Property Group, Inc., Kaliber Alessandro Manager, LLC, Kaliber Co-Investments, LLC, Reed Holdings, LLC, (collectively, "Amstar") on the one hand and the Center for Biological Diversity ("CBD"), San Bernardino Valley Audubon Society, and Friends of Riverside's Hills (collectively "Petitioners"), on the other hand. Amstar and Petitioners are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties." Reed Property Group, Inc. was dissolved after the filing of the "Action" and is not a signatory to this Agreement. It is the intent of the Parties that this Agreement shall establish the terms of a full and complete settlement of all claims and actions raised in *Center for Biological Diversity, et al. v. County of Riverside, et al.*, Riverside County Superior Court Case No. RIC10009105 (the "Action"). The terms of this Agreement are intended to be the limit of the Parties' obligations.

1. **RECITALS:** This Agreement is made with reference to the following facts:

1.1 Whereas Amstar proposes to construct a non-residential project (uses may include any permitted use allowed in the existing zoning) on its approximately 54 acre property located immediately south of Alessandro Boulevard and west of Interstate 215 including all access and infrastructure appropriate for such construction including but not limited to obtaining access through Brown Street by way of easement or other legal instrument (the "Project" or the "Property").

1.2 Whereas Petitioners filed a Petition for Writ of Mandate and Complaint for Declaratory and Injunctive Relief in Riverside Superior Court, Case No. RIC10009105 challenging Amstar's proposed commercial/industrial project as a violation of the California Environmental Quality Act, Subdivision Map Act, State Planning and Zoning Law, and a Riverside County Ordinance.

1.3 Whereas a Judgment and Peremptory Writ of Mandate was issued in favor of Petitioners in the Action invalidating the Environmental Impact Report and associated approvals.

1.4 Whereas, by entering into this Agreement, the Parties intend to resolve the Action.

2. **AGREEMENT:** In consideration of and in return for the promises and covenants made by all Parties to this Agreement, including the releases given by all Parties, the Parties agree as follows:

2.1 **Conservation Area:** Amstar plans to seek approvals for the Project from the County of Riverside which may require the issuance of discretionary permits ("Future Entitlements"). When Amstar makes such application, Amstar shall request a condition of approval from the County of Riverside (the "County") or other approving agency requiring a "no structures" area ("Conservation Area") on the western side of the Project site in accordance with the dimensions identified in the attached Exhibit A and shall take all necessary actions to include that condition of approval in any future entitlements sought on the Project site. When the Future

Entitlements are granted or issued by the regulating agency, the Conservation Area shall have zero square feet of intensity assigned to it and shall generally extend 200 feet east from the western boundary of the property, extending to 400 feet at the northern edge and 300 feet at the southern edge. To ensure that the County is aware of the requirements set forth in this Agreement, Amstar agrees to enter this Agreement into the record of application to be filed with the County. The exact dimensions of the "Conservation Area" are depicted in Exhibit "A" (hereinafter called the "Conservation Area"). To the extent there is any conflict between the written description provided in this paragraph and the attached Exhibit A, the area as shown in the shaded area of the attached Exhibit A, shall apply. Except as provided immediately below, the Conservation Area shall prohibit the construction of any man made surface structures including any and all buildings pavement types and roads, and all grading in the Conservation Area shall be limited to that allowed in Paragraph 2.2 of this Agreement. Surface improvements that would be permitted in the Conservation Area would be related to erosion control on the easterly edge of the Conservation Area and Amstar shall cooperate with regulating agencies to avoid or minimize any impact on the habitat value of the Conservation Area.

2.1.1 It is the desire of Petitioners that the Conservation Area function as wildlife habitat for sensitive species including, but not limited to, the Stephens' kangaroo rat. It is the further desire of Petitioners that the Conservation Area function as a wildlife corridor connecting the Sycamore Canyon Wilderness Area to the north of Alessandro Boulevard with the March Stephen's Kangaroo Rat Preserve managed by the Center for Natural Lands Management on land owned by the March JPA to the south of the Project site. Amstar agrees to take the steps set forth in this Agreement to facilitate that goal.

2.1.2 This agreement shall be binding upon successors, lessees and users of the Property and this agreement shall be recorded against the Property within sixty days of the execution and shall run with the land.

2.1.3 A permanent conservation easement shall be established and recorded for areas dedicated as the Conservation Area ("Conservation Easement"). The Conservation Easement will be established and recorded by Amstar within six (6) months after any Future Entitlements are obtained or by June 30, 2014, whichever is earlier and shall name Petitioners' designee as holder/grantee. The terms, standards, and goals of the Conservation Easement shall be modeled upon the language used for conservation easements under the Western Riverside County Multiple Species Habitat Conservation Plan. The Conservation Easement holder/grantee shall have the necessary organizational and fiscal capacity to ensure enforcement of the easement in perpetuity. Alternatively, the Conservation Area may be transferred in fee title to the Western Riverside County Regional Conservation Authority under section 2.4 of this agreement. Nothing in this paragraph should be construed as a precommitment to the granting of any right and is and will only be given and undertaken following the approval of the Future Entitlements and is conditional and dependent upon the issuance and/or approval of those Future Entitlements.

2.1.4 It is the desire of Petitioners that access by the public and urban predators such as cats and dogs shall be minimized to reduce the impacts to sensitive species and habitat in the Conservation Area. During the construction of the Project, Amstar agrees to install a gated wrought iron fence at the northern terminus of the Conservation Area in an east-west direction perpendicular to the Project and the residences. The gated wrought iron fence shall

include pickets with a minimum width of six (6) inches apart and the bottom of the fence shall be twelve (12) to sixteen (16) inches above the ground. Amstar agrees to install a 3-wire fence with a smooth bottom wire twelve (12) to sixteen (16) inches above the ground at the southern terminus of the Conservation Area in an east-west direction and perpendicular to the Project and the residences. Amstar agrees to install fencing on the western boundary of the Conservation Area and adjacent to the residential properties in a north-south direction that will prohibit access by the public and cats and dogs ("urban predators"). Subject to conflicting requirements imposed on the Project through the issuance of the Future Entitlements, Amstar agrees that it will make reasonable efforts to limit public and urban predator access from the Project site onto the Conservation Area. Included in these measures will be fencing on the Project site designed to minimize both human and urban predator access to the Conservation Area. The Parties acknowledge that any additional fencing on or in the Conservation Area (not including fencing between the Conservation Area and the Project site) shall be an Additional Measure as described in this paragraph. Additional Measures to minimize public access may also include, but are not limited to signs to reduce trespass and inform the public of the sensitive nature of the Conservation Area, locks on the gate to limit access to people authorized by the parties as authorized under this Agreement, and other measures viewed helpful to limit public access. With the exception of the fencing and gates described in this paragraph above, all of these additional measures may be taken by Petitioners, the Conservation Easement holder, or their designee 1) at their sole cost, 2) with the permission of Amstar which shall not be unreasonably withheld, 3) without impacting the security of the Amstar Project, and 4) with any and all permits required by law from any regulating agency.

2.1.5 Subject to the terms of this Agreement, Amstar agrees to cooperate in good faith with neighboring landowners and wildlife agencies to facilitate habitat management of the Conservation Area and the ability of wildlife to move within, across, to and from the Conservation Area.

2.2 **Grading of the Conservation Area:** Amstar shall have the right to grade the Conservation Area in accordance with entitlements and/or permits issued to Amstar for construction of the Project. Grading shall be done in a way to minimize impacts on the Conservation Area as much as reasonable without impacting Project design and shall attempt to maintain or mimic natural contours of the land consistent with Project design in the Conservation Area. In no event will the majority of the area be graded to a set of flat (level or sloping) surfaces without contour grading to mimic the natural landscape. Contour grading shall be utilized in the Conservation Area. The slope will not exceed 15% on the western 40 feet of the Conservation Area adjacent to the residential areas. The top six (6) inches of native top soil within the Conservation Area that are subject to grading shall be stockpiled and spread over the graded portion of the Conservation Area within six (6) months of stockpiling. Rock outcroppings existing onsite will be retained, relocated, or recreated onsite in the Conservation Area for the purpose of benefitting wildlife habitat. Any rock outcroppings within the Conservation Area that must be moved shall be not be subject to blasting or measures that create sharp edges or an unnatural angular appearance to the relocated outcrops. Any boulders relocated within the Conservation Area, and any boulders from the construction site placed by Amstar in the Conservation Area at Amstar's election, shall be placed on or near bedrock within the Conservation Area to create separate non-flammable, rocky islands to reduce fuel loads and increase fire safety near homes. In the event of conflicting requirements from the County regarding the retention of rock outcroppings the Parties will meet and confer to determine the

best method to retain rock outcroppings onsite to benefit wildlife habitat. Grading of the Conservation Area shall not be repeated after the initial grading for project construction has been completed. "Initial Grading" shall include all grading activities necessary to effectuate the Project regardless of whether grading is continuous as long as Amstar is in compliance with the conditions of approval for the discretionary permits sought by Amstar. Amstar shall conduct pre-grading surveys and relocations of sensitive, rare, or endangered wildlife.

2.2.1 Amstar shall pay for and complete a one-time restoration of any graded portions of the Conservation Area with native plants generally supportive of Stephens' kangaroo rat habitat including, but not limited to, the plants listed in Exhibit B. "Initial Grading" of the Conservation Area shall be completed within six (6) months of the commencement of grading in the Conservation Area. Restoration of any areas graded in the Conservation Area shall begin as soon as practicable after completion of the "Initial Grading" so as to coincide with the fall and winter rainy season and reach completion by January 20th of the following year. Restoration shall be completed within one year and may include a grow-kill cycle to reduce weeds during the first raining season if so included in the restoration plan (Exhibit B). Amstar agrees that it will make an adequate one-time restoration effort to achieve a 70% native plant cover (bird's eye view) with the recommended plant palette and a maximum of 10% cover by non-native plant species five (5) years after planting. Attached as Exhibit B to this Agreement is a list of restoration experts and minimum contract requirements for the restoration of the Conservation Area that are satisfactory to all Parties to this Agreement. By selecting a restoration expert from Exhibit B and satisfying all of the other provisions of this Agreement responsibility for maintenance, upkeep and success of the Conservation Area will transfer from Amstar to the Conservation Easement holder. The one time restoration shall be based on a site specific scientifically based revegetation plan from local native plant sources developed by a restoration expert chosen by Amstar from the list in Exhibit B with proven experience in successful revegetation of western Riverside County and coastal sage scrub and native grasslands. Amstar will work in good faith with the County to encourage consistency between the requirements of this Agreement and the Conditions of Approval imposed by the County. However, in the event that the County imposes conflicting requirements, the Parties agree that the provisions imposed by the County will prevail over the requirements set forth in this paragraph to the extent that the County requirements do not preclude effective restoration of Stephens' kangaroo rat habitat within the Conservation Area as contemplated by this Agreement.

2.3 **Maintenance of the Conservation Area:** After successful completion of the one-time restoration referred to in Section 2.2, Amstar shall have no further obligation to maintain the Conservation Area in any manner other than for purposes Amstar chooses, such as trash removal. Amstar and Petitioners shall in good faith negotiate a Cooperation Agreement which will provide that holder of the Conservation Easement described in paragraph 2.1.3 above may enter the Conservation Area for management and monitoring purposes to ensure that non-native invasive species are controlled, habitat for native species is maintained, and the rights for Amstar to enter the Conservation Area for trash removal and other related maintenance that does not hinder the habitat value of the Conservation Area. Amstar's obligations and duties to enter and/or maintain the Conservation Area is within the sole discretion of Amstar. The parties recognize that there may be a need to maintain the property to comply with requirements regarding fire prevention. After granting of the Conservation Easement the obligation to maintain the Conservation Area for fire prevention shall be the obligation solely of the holder of the Conservation Easement who shall indemnify and hold Amstar harmless for the actions of the

holder of the Conservation Easement in maintaining the property for fire prevention purposes. Amstar recognizes that the holder of the Conservation Easement will likely desire to use weed abatement/fire prevention techniques such as mowing, hand clearance, or grazing. Discing as a means of fire clearance will only be permitted if all other fire clearance methods or mechanisms are prohibited. Amstar will work in good faith with the County to encourage consistency between the requirements of this Agreement and the Conditions of Approval imposed by the County. In the event that the holder of the Conservation Easement fails to adequately maintain the Conservation Area to comply with weed abatement/fire prevention laws and regulations, it shall not be a violation of this Agreement if Amstar or its successor enters the property and takes actions as directed by a legal authority required to bring the Conservation Area into compliance with weed abatement/fire prevention requirements. If Amstar or its successors receive a notice of non-compliance with weed abatement/fire prevention requirements it will promptly notify the Conservation Easement holder to provide the Conservation Easement holder with a reasonable time to rectify the non-compliance prior to Amstar or its successors taking action.

2.4 **Transfer of Conservation Area:** In the event that Amstar takes action to create a separate parcel coterminous with the boundaries of Exhibit A, Amstar in its sole discretion may transfer ownership or control of the Conservation Area as a separate lot or as part of a lot as long as the obligations regarding the Conservation Area are simultaneously transferred, including the transfer of any obligations under this Agreement to the buyer or other transferee. Amstar or its successors agree that transfer of the Conservation Area to the Western Riverside County Regional Conservation Authority will not be unreasonably withheld.

2.5 **Construction of the Project:**

2.5.1 The Project will be constructed using lighting systems which will minimize impact to neighbors and be sensitive to the environment to minimize light leakage into areas set aside for the benefit of wildlife and open space. Night lighting shall be directed away from the Conservation Area and adjacent conservation areas to protect species within those areas from direct night lighting and shall treat the Conservation Area as a separate parcel for purposes of compliance with Riverside County ordinance 915. Shielding shall be incorporated in project designs to ensure ambient lighting in the Conservation Area and adjacent conservation areas is not increased beyond .5 footcandles adjacent to developed lots and to avoid direct artificial light on the Conservation Area and adjacent conservation areas. It is recognized that public street lighting may be subject to different requirements. In addition, to the extent permissible under local, state and federal law, the locations of fixtures would be selected based on desired angles of light and proximity to the Conservation Area. Devices that may be employed to directionally control light may include lenses, louvers, barn doors, and snoots. Beam patterns would be asymmetric with the light aimed at the road surface area.

2.5.2 Amstar will seek a condition of approval from the County of Riverside or other approving authority requiring that construction and operation of the Project shall minimize light leakage into the Conservation Area.

2.5.3 Amstar will not utilize any of the plants described MSHCP Table 6-2 (Plants That Should be Avoided Adjacent to the MSHCP Conservation Area) anywhere on the Project site. Only highly fire resistant landscaping and fire safe landscaping will be used within 100 feet of the Conservation Area on the Project site.



2.5.4 Proposed noise generating land uses affecting the Conservation Area or adjacent conservation areas shall incorporate techniques helpful to minimize the effects of noise on Conservation Area resources pursuant to applicable rules, regulations and guidelines related to land use noise standards. Excluding all background noise sources, wildlife within the Conservation Area or adjacent conservation areas should not be subject to noise solely from the Project that would exceed residential noise standards as measured from the residential property line and excluding temporary noise impacts during project construction. Temporary noise impacts during Project construction shall be limited to that allowed under County regulations regarding construction.

2.5.5 Amstar will cooperate with Petitioners in the design of the Project's southern retention basin located in the vicinity of the border between Parcel 2 and Parcel 3 (as identified in Exhibit A). The southern retention basin will address water runoff from the property's Parcel 3 (as identified in Exhibit A) riparian areas and maximize native habitat value in the existing riparian areas. The cooperation on the design of the southern detention basins shall not unreasonably affect construction plans for the Project, or unreasonably increase Amstar's costs related to the southern detention basin.

2.5.6 Amstar will build the Project in accordance with LEED Silver standards, with the exception of standards, if any, that apply to impacts upon endangered species.

2.5.7 Petitioners desire that Brown Street on the eastern border of the Project site, Alessandro Boulevard on the northern border of the Project site, and in particular the intersection of Brown Street and Alessandro Boulevard, be designed to minimize impacts to wildlife movement to and from the neighboring Sycamore Canyon Wilderness Park. Amstar desires to obtain rights for the use of Brown Street, Alessandro Boulevard and Gem Lane to allow the full use of the Project site as allowed in the Future Entitlements. The rights sought by Amstar will be solely for the purpose of road access, drainage and uses ancillary to those purposes (such as curb and gutter, road widening and partial dedications) and may include but are not limited to easements, grading permits, rights of way or other legal rights or devices necessary for access and road expansion. Amstar agrees to help facilitate the desires of Petitioners as detailed in this paragraph and Petitioners agree to support and not oppose Amstar's efforts to perfect all access and road improvement work to allow development of the Project Site as allowed in the Future Entitlements.

2.6 **Petitioners Will Not Challenge Project:** As part of the Action, the Court has ordered the County to take certain actions regarding entitlement approval for the Project. Nothing in this Agreement has any impact upon or changes in any way that obligation. Once the County has undertaken those obligations, Petitioners agree that they will take no further actions of any kind regarding the Action except as ordered by the Court or required by law. Except as provided in this Agreement, Petitioners will not seek attorneys' fees, costs or any other kind of further relief from the Court in the Action.

Following the County's completion of the Court ordered obligations, Amstar intends to submit a modified land use application to the County for approval. The approvals sought from the County by Amstar may include, but are not limited to, zone changes, variances, General Plan Amendment, conditional use permits or any of several other land use permits or certifications that may be issued by the County. Approval by the County of that modified land use application

including certification of any supporting California Environmental Quality Act document or review shall constitute the Future Entitlement of the Project. It is also possible that in the future Amstar will seek further or additional changes to the approvals governing the use of the property.

In addition, these entitlements may include measures or conditions impacting neighboring properties, including but not limited to, road, drainage, and grading easements with any adjacent or nearby property owners. Petitioner CBD currently is involved in litigation with the March JPA over property adjoining the Project. Petitioners further agree that they will not file any letter, complaint, petition, or other paper or pleading challenging the Project before any government agency, administrative agency, public agency, court, or other public body, as long as the development or use is consistent with the terms of this Agreement.

Notwithstanding any proposed change of use sought or obtained in the Future Entitlements, as long as Amstar honors its obligations under the terms of this Agreement, Petitioners agree that they will not challenge or bring any form of a claim in any administrative proceeding, court action or any other proceeding regarding the Project including but not limited to the actions taken by the County as required by the Court in the Action, any application regarding Future Entitlement of the Project or any future applications regarding use of the Property. In addition, Petitioners agree that they will not solicit or encourage any party whether an individual, group or company of any kind to bring any claim or action regarding any approval of the Project. Notwithstanding the provisions of this paragraph, the Parties retain the right to enforce the terms of the Agreement in legal and administrative proceedings including requests for compliance with the terms of this agreement.

2.7 **Attorneys' Fees**: Amstar will pay Petitioners \$50,000 within thirty (30) days of receipt of the Notice of Entry of Dismissal of the Action, and \$50,000 within thirty (30) days of receipt of Future Entitlements for the Project or by June 30, 2014 if Amstar fails to have an active development application pending before the County after June 30, 2014, whichever is earlier.

2.8 **Letter From Petitioners Regarding Project**: Petitioners will prepare a letter, at Amstar's request, stating that they support this Agreement and do not oppose the Project in the general form of Exhibit C attached. In the event that the attached letter is edited by Petitioners, Amstar may offer suggested additions or deletions to the letter and Petitioners will make a good faith effort to address and incorporate those suggested additions or deletions.

2.9 **Notices**: Any notice required pursuant to the terms of this Agreement shall be provided as follows:

For Amstar:	D. Scott Gibler Amstar Group, LLC 1050 17th St., 23rd Floor Denver, CO 80265
-------------	---

And with a copy to: Geoffrey K. Willis  
Sheppard, Mullin, Richter & Hampton LLP  
650 Town Center Drive, 4th Floor  
Costa Mesa, CA 92626

For Petitioners: Center for Biological Diversity  
351 California St, Suite 600  
San Francisco, CA. 94104  
Attn: Jonathan Evans

And with copies to: San Bernardino Valley Audubon Society  
P.O. Box 10973  
San Bernardino, CA 92423-0973  
Attn: Drew Feldmann

Friends of Riverside's Hills  
4477 Picacho Drive  
Riverside, CA. 92507  
Attn: Dr. Len Nunney

For Reed Property Group, Inc., Kaliber Alessandro Manager, LLC, Kaliber Co-Investments, LLC, Reed Holdings, LLC: Craig M. Reed  
~~Reed Property Group~~  
305 N. Harbor Blvd.  
Suite 215  
Fullerton, CA 92832

*KALIBER ALESSANDRO MANAGER, LLC*

3. **MISCELLANEOUS:**

3.1 **Advice of Counsel:** The Parties have entered into this Agreement upon the legal advice of their attorneys, who are the attorneys of their choice. The terms of this Agreement have been completely read and explained by such attorneys, and such terms are fully understood and voluntarily accepted by each of the Parties.

3.2 **Entire Agreement:** This Agreement is the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This Agreement may be amended only by an agreement in writing signed by all Parties.

3.3 **Severability:** Each provision of this Agreement is separate, distinct, and severable from the others. If any provision is held unenforceable, the rest of the Agreement shall be enforced to the greatest extent possible.

3.4 **Successors and Assigns:** This Agreement is binding upon and shall inure to the benefit of the Parties hereto and their agents, employees, representatives, administrators, attorneys, insurers, lenders, shareholders, owners, officers, directors, divisions, affiliates, partnerships, partners, joint venturers, parents, subsidiaries, and related corporations, assigns, heirs, and successors in interest, and each of them.

3.5 **No Presumption Against Drafting Party:** All Parties have cooperated in the drafting and preparation of this Agreement. Consequently, the interpretation of this Agreement shall not be construed against any Party.

3.6 **Verification of Compliance:** Any Party may request in writing that the other Parties provide verification of compliance with the terms of this Agreement, including attached Exhibits. The other Parties shall provide the requesting party with such verification within ninety (90) days of receipt of the request. Such verification shall be in writing and shall include a signed statement from a representative of the Parties, or their respective successors, as the case may be, that the Parties have fully complied with their obligations in this Agreement.

3.7 **Enforcement of Agreement:** At least 30 days prior to filing any motion to enforce this Agreement, the Party contemplating the motion must bring its claimed breach to the attention of the other Party, in writing, and make a good faith effort to resolve the dispute informally within 30 days thereafter. The parties agree that they will meet and confer (either telephonically or in-person) at the earliest possible time in a good-faith effort to resolve the claim before seeking relief from the Court. If the parties are unable to resolve the claim themselves, either party may seek relief from the Court.

3.8 **Choice of Forum and Applicable Law:** This Agreement is intended to be construed pursuant to the laws of the State of California, and each of the undersigned Parties agrees that the only proper venue for any action arising out of the breach of this Agreement or other document delivered pursuant to any provision hereof, shall be the Superior Court of California for the County of Riverside.


3.9 **Ability to Perform:** Each Party represents and warrants to each other Party that it has the ability to carry out the obligations assumed and promised hereunder, and is not presently aware of any pending event which would, or could, hamper, hinder, delay, or prevent its timely performance of said obligations.


3.10 **Further Acts and Amendments:** Each Party to this Agreement agrees to perform all further acts and execute all further documents necessary to carry out the intent and purposes of this Agreement.

3.11 **Section Headings:** The captions, subject, section and paragraph headings in this Agreement are included for convenience and reference only. They do not form a part hereof, and do not in any way modify, interpret, or reflect the intent of the Parties. Said headings shall not be used to construe or interpret any provision of this Agreement.

3.12 **Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be deemed one and the same instrument.

3.13 **Effective Date:** The effective date of this Agreement is the last date upon which it is executed by all Parties.

Dated: 9/13/12 Amstar/Kaliber LLC  
By:   
Its: Authorized Representative

Dated: 9/13/12 Amstar Group LLC  
By:   
Its: President

Dated: \_\_\_\_\_ Reed Property Group, Inc.  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Dated: \_\_\_\_\_ Kaliber Alessandro Manager, LLC  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Dated: \_\_\_\_\_ Kaliber Co-Investments, LLC  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

3.13 **Effective Date:** The effective date of this Agreement is the last date upon which it is executed by all Parties.

Dated: \_\_\_\_\_ Amstar/Kaliber LLC  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Dated: \_\_\_\_\_ Amstar Group LLC  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Dated: 9.14.12 Reed Property Group, Inc. (DISSOLVED)  
By: *C. M. [Signature]*  
Its: FORMER PRESIDENT

Dated: 9.14.12 Kaliber Alessandro Manager, LLC  
By: *C. M. [Signature]*  
Its: MANAGER

Dated: 9.14.12 Kaliber Co-Investments, LLC  
By: *C. M. [Signature]*  
Its: MANAGER



Dated: 9.14.12

Reed Holdings, LLC

By: *C. M. [Signature]*

Its: PRESIDENT

Dated: \_\_\_\_\_

Center for Biological Diversity

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

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

San Bernardino Valley Audubon Society

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

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

Friends of Riverside's Hills

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

Its: \_\_\_\_\_

Approved as to form and content:

SHEPPARD, MULLIN, RICHTER &  
HAMPTON LLP

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

GEOFFREY K. WILLIS  
Attorney for Amstar/Kaliber LLC, Amstar  
Group LLC, and Reed Property Group, Inc.

Dated: \_\_\_\_\_

Reed Holdings, LLC

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

Its: \_\_\_\_\_

Dated: SEPTEMBER 13, 2012

Center for Biological Diversity

By: Sh Keato

Its: AUTHORIZED REPRESENTATIVE

Dated: \_\_\_\_\_

San Bernardino Valley Audubon Society

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

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

Friends of Riverside's Hills

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

Its: \_\_\_\_\_

Approved as to form and content:

SHEPPARD, MULLIN, RICHTER &  
HAMPTON LLP

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

GEOFFREY K. WILLIS  
Attorney for Amstar/Kaliber LLC, Amstar  
Group LLC, and Reed Property Group, Inc.

Dated: \_\_\_\_\_ Reed Holdings, LLC

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

Its: \_\_\_\_\_

Dated: \_\_\_\_\_ Center for Biological Diversity

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

Its: \_\_\_\_\_

Dated: September 14, 2012 \_\_\_\_\_ San Bernardino Valley Audubon Society

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

Its: Conservation Chair \_\_\_\_\_

Dated: \_\_\_\_\_ Friends of Riverside's Hills

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

Its: \_\_\_\_\_

Approved as to form and content:

**SHEPPARD, MULLIN, RICHTER &  
HAMPTON LLP**

By: \_\_\_\_\_  
**GEOFFREY K. WILLIS**  
Attorney for Amstar/Kaliber LLC, Amstar  
Group LLC, and Reed Property Group, Inc.

Dated: \_\_\_\_\_

Reed Holdings, LLC

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

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

Center for Biological Diversity

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

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

San Bernardino Valley Audubon Society

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

Its: \_\_\_\_\_

Dated: 14 SEP 2012

Friends of Riverside's Hills

By: [Signature]

Its: Secretary

Approved as to form and content:

SHEPPARD, MULLIN, RICHTER &  
HAMPTON LLP

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

GEOFFREY K. WILLIS  
Attorney for Amstar/Kaliber LLC, Amstar  
Group LLC. and Reed Property Group, Inc.

Dated: \_\_\_\_\_

Reed Holdings, LLC

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

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

Center for Biological Diversity

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

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

San Bernardino Valley Audubon Society

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

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

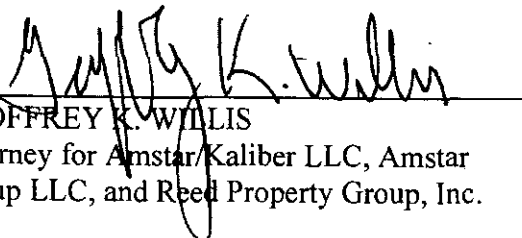
Friends of Riverside's Hills

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

Its: \_\_\_\_\_

Approved as to form and content:

SHEPPARD, MULLIN, RICHTER &  
HAMPTON LLP

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

GEOFFREY K. WILLIS  
Attorney for Amstar/Kaliber LLC, Amstar  
Group LLC, and Reed Property Group, Inc.

CENTER FOR BIOLOGICAL DIVERSITY

By: *Jonathan Evans*  
JONATHAN EVANS  
Attorney for the Center for Biological  
Diversity, San Bernardino Valley Audubon  
Society, and Friends of Riverside's Hills



# **Exhibit A**



# **Exhibit B**

## Exhibit B

### Section 1- Plant Palette for Conservation Area (based on floral inventories on and adjacent to the Project Site)

T = Tree

PS= Perennial Shrub

P = Perennial Non-shrub

A= Annual

#### **Cupressaceae - Cypress Family**

*Juniperus californica*

California Juniper (PT)

#### **Asteraceae - Sunflower Family**

*Artemisia californica*

California Sagebrush (PS)

*Artemisia drancunculus*

Terragon (P)

*Artemisia douglassiana*

Mugwort (P)

*Baccharis salicifolia*

Mulefat (PS)

*Deinandra fasciculata* [=*Hemizonia fasciculata*]

Fascicled Tarplant (A)

*Deinandra paniculata* [=*Hemizonia paniculata*]

San Diego Tarplant (=Paniculate Tarplant) (A)

*Corethrogyne filaginifolia* (= *Lessingia filaginifolia*)

Common sand aster (P)

*Encelia farinosa*

Brittlebush (PS)

*Ericameria palmeri* var. *pachylepis*

Palmer's rabbitbrush (PS)

~~*Ericameria parishii*~~

~~Parish's Goldenbush (PS)~~

*Eriophyllum confertiflorum* var. *confertiflorum*

Golden-yarrow (PS)

*Lasthenia gracilis*

Common goldfields (A)

#### **Boraginaceae - Borage Family**

*Cryptantha intermedia*

Common Cryptantha (A)

*Heliotropium curassavicum* subsp. *oculatum*

Salt Heliotrope (P)

*Pectocarya linearis*

Slender Pectocarya (A)  
*Plagiobothrys canescens*  
Valley popcorn flower (A)

**Cactaceae - Cactus Family**

*Opuntia parryi* [= *Cylindropuntia californica* var. *parkeri*]  
Snake Cholla (PS)

**Caprifoliaceae - Honeysuckle Family**

*Sambucus mexicana* [= *Sambucus nigra* var. *caerulea*]  
Mexican Elderberry (T)

**Fabaceae - Pea Family**

*Lotus argophyllus*  
Silver-leaved Lotus (P)  
*Lotus scoparius* var. *brevialatus*  
Common Deerweed (PS)  
*Lotus strigosus* var. *strigosus*  
Strigose Lotus (A)  
*Lupinus bicolor*  
Miniature lupine (A)

**Hydrophyllaceae - Waterleaf Family**

*Phacelia cicutaria*  
Caterpillar Phacelia (A)  
*Phacelia distans*  
Common Phacelia (A)  
*Phacelia minor*  
California blue bells (A)  
*Phacelia ramosissima* var. *latifolia*  
Branching Phacelia (P)

**Lamiaceae - Mint Family**

*Salvia apiana*  
White Sage (PS)  
*Salvia columbariae*  
Chia (A)  
*Salvia mellifera*  
Black Sage (PS)

**Nyctaginaceae - Four-o'clock Family**

*Mirabilis californica* [= *Mirabilis laevis*]  
California Wishbone Bush (PS)

**Plantaginaceae**

*Plantago erecta*

California plantain (A)

**Polygonaceae - Buckwheat Family**

*Eriogonum fasciculatum* var. *foliolosum* and var. *polifolium*

California Buckwheat (=Flat-top Buckwheat) (PS)

*Eriogonum gracile*

Slender Woolly Buckwheat (A)

**Scrophulariaceae - Figwort Family**

*Mimulus aurantiacus* var. *puniceus* [=*M. puniceus*, *M. a. longiflorus*, *M. a.* var. *pubescens*]

Bush Monkeyflower (PS)

*Scrophularia californica* var. *floribunda*

California Figwort (=Coast Figwort, Bee Plant) (PS)

**Poaceae - Grass Family**

*Distichlis spicata*

Salt Grass (P)

*Leymus condensatus* [=*Elymus condensatus*]

Giant Wild Rye (P)

*Nassella pulchra* and/or *N. lepida*

Needlegrass (P)

*Vulpia microstachys* var. *pauciflora*

Pacific fescue (A)

**Salicaceae Family**

*Salix lasiolepis*

Arroyo willow (PS/T)

**Themidaceae (formerly in Liliaceae) Family**

*Dichelostemma capitatum* subsp. *capitatum*

Blue dicks (P)



## **Section 2- Restoration Experts**

Restoration experts for design and/or implementation of the one-time restoration outlined in paragraph 2.2.1 of the Settlement Agreement shall be chosen from the experts listed below in section 2. The restoration expert list may be modified by written agreement between the Parties.

Margot Griswold – Earthworks  
(310) 390-3635, [mgriswold@newfields.com](mailto:mgriswold@newfields.com)

Eric Kreig - LSA – Irvine office  
(949) 553-0666

Ted St. John – AECOM  
(213) 593-8000

Restoration designers shall designate an appropriate company or subcontractor for installation of the restoration program from among companies that specialize in installation and maintenance of habitat restoration projects such as the following:

Russ Nakae- Nakae & Associates  
(949) 553-0666

Danny Richards, RLA #4184, VP, Operations Manager  
Pacific Restoration Group, Inc.  
(951) 940-6069

### **Section 3- Requirements for restoration contract pursuant to this Agreement**

The following terms and standards shall be incorporated into the restoration contract for the Conservation Area pursuant to this Agreement. The terms and standards may be modified by written agreement between the Parties.

To gauge interim success, each vegetation type should reach at least 70% of the 5th year target for native plant cover by the end of the third year. If artificial irrigation is installed, it should be discontinued after three (3) years, and preferably sooner barring drought, to ensure a self-sustaining revegetation project. At a minimum, the restoration plan shall include interim monitoring of the planted areas to determine if they are on track toward reaching the 5th-year success criteria, and annual vegetation monitoring shall be implemented during the maximum growth phase of native herbs and woody plants each year following planting (typically by mid spring for coastal sage scrub). Monitoring shall include belt transect, line intercept, point intercept, or releve techniques within each vegetation type using methods typically approved by the California Department of Fish and Game and will include data for herb, shrub, and tree layers of vegetation. In addition, photographs from a series of fixed photo stations (photopoints) shall be taken each year. If vegetation growth does not prove to be on a successful trajectory by the middle of the third spring, a contingency plan that includes planting additional seeds of species native to the local area shall be implemented by the 4th fall season after planting. Annual reports on the vegetation monitoring shall be submitted to the Parties by August 31 of each monitoring year and shall include a discussion of the revegetation progress and any contingency plans that may be needed to ensure success. A report will be provided to the Parties five (5) years after completion of restoration detailing the current state of the revegetation efforts and non-native plant species in the Conservation Area based on the survivorship and non-native plant species composition in this paragraph. In the event that restoration efforts are not successful pursuant to the terms of this Agreement restoration activities the contractor shall continue work to ensure successful revegetation and restoration of the Conservation Area.



Photograph of Discing in Conservation Area. Looking Southeast from Gem lane and Alessandro Blvd.  
July 29, 2015



Photograph of Discing in Conservation Area. Looking east by southeast from Gem Lane and Alessandro Blvd. July 29, 2015





Photograph of Discing in Conservation Area. Looking South from Alessandro Boulevard. July 29, 2015.



Photograph of Discing in Conservation Area, Looking east by southeast from Alessandro Boulevard. July 29, 2015.

1 Jonathan Evans (CA Bar No. 247376)  
John Buse (CA Bar No. 163156)  
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5 Attorneys for Plaintiffs

6 IGNACIA S. MORENO, Assistant Attorney General  
7 SETH M. BARSKY, Section Chief  
8 BRADLEY H. OLIPHANT, Trial Attorney  
United States Department of Justice  
9 Environment & Natural Resources Division  
Wildlife & Marine Resources Section  
10 999 18<sup>th</sup> St., South Terrace, Ste. 370  
Denver, CO 80202  
Phone: (303) 844-1381 | Fax: (303) 844-1350  
11 Email: bradley.oliphant@usdoj.gov  
12 Attorneys for Federal Defendants  
(counsel list continued on next page)

13  
14 **UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA**

15 CENTER FOR BIOLOGICAL DIVERSITY  
16 and SAN BERNARDINO VALLEY  
AUDUBON SOCIETY,

17 Plaintiffs,

18 v.

19 JIM BARTEL, Field Supervisor for the  
20 Carlsbad Office of the United States Fish and  
Wildlife Service, the UNITED STATES  
21 FISH AND WILDLIFE SERVICE, and KEN  
SALAZAR, Secretary of the Interior,

22 Defendants.

23 MARCH JOINT POWERS AUTHORITY,

24 Defendant-Intervenors,

25 LNR RIVERSIDE, LLC,

26 Defendant-Intervenors.  
27  
28

CASE NO. 09-cv-1864-JAH-DHB

CONSENT DECREE and  
[PROPOSED] ORDER

1 JOANNA K. BRINKMAN, Trial Attorney  
2 United States Department of Justice  
3 Environment & Natural Resources Division  
4 Natural Resources Section  
5 P.O. Box 7611  
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7 Phone: (202) 305-0476 | Fax: (202) 305-0267  
8 Email: joanna.brinkman@usdoj.gov  
9 Attorneys for Federal Defendants  
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1 Plaintiffs Center for Biological Diversity and San Bernardino Valley Audubon Society  
2 (together, “Plaintiffs”) and Federal Defendants Jim Bartel, Field Supervisor for the Carlsbad  
3 Office of the United States Fish and Wildlife Service, the United States Fish and Wildlife  
4 Service, and Ken Salazar, Secretary of the Interior (collectively, “Federal Defendants”), state as  
5 follows:

6 WHEREAS, Center for Biological Diversity (“CBD”) and San Bernardino Valley  
7 Audubon Society (“Audubon”) are non-profit organizations established, in part, for purposes of  
8 pursuing compliance with environmental laws and advocating for wildlife protection and  
9 education;

10 WHEREAS, Jim Bartel is the Field Supervisor for the Carlsbad Office of the United  
11 States Fish and Wildlife Service, and is the federal official charged with implementation of the  
12 Endangered Species Act (“ESA”) within the Carlsbad Office’s area of responsibility, including the  
13 former March Stephens’ Kangaroo Rat Management Area on the west campus of the former  
14 March Air Force Base (“March SKR Management Area/March Air Force Base west campus”);

15 WHEREAS, the United States Fish and Wildlife Service (“Service”) is an agency  
16 within the Department of Interior that has been delegated responsibility for implementing the  
17 ESA, including proposed and final listing and critical habitat decisions, the handling of  
18 petitions for such listings, and consultations with federal action agencies related to impacts to  
19 threatened and endangered species;

20 WHEREAS, Ken Salazar is the Secretary of the Interior (“Secretary”), and is the federal  
21 official charged with listing species as endangered or threatened and supervising the  
22 consultation requirements under the ESA;

23 WHEREAS, a March Stephens’ Kangaroo Rat reserve was first established in June of  
24 1990 as preserved habitat for the Stephens’ kangaroo rat (“SKR”) in a Biological Opinion  
25 (“BiOp”) regarding proposed improvements to State Route 15 between Van Buren Boulevard  
26 and State Route 60;

27 WHEREAS, in October 1990, an interim Stephens’ kangaroo rat Habitat Conservation  
28 Plan (the “Short-term HCP”) was adopted that identified portions of the March SKR reserve as

1 one of the Study Areas for potential protection under the longer term SKR HCP established  
2 later in 1996;

3 WHEREAS, the February 1996 Disposal of Portions of March Air Force Base  
4 Environmental Impact Statement (“EIS”) addressed the disposal and reuse of March Air Force  
5 Base lands;

6 WHEREAS, the Long-Term SKR HCP was adopted in 1996 that designated areas on  
7 the March Air Force Base as the Sycamore Canyon–March Core Reserve to be managed for  
8 the conservation and recovery of the species, and also contemplated the release of some of  
9 those lands for development under certain conditions;

10 WHEREAS, a BiOp completed in 1999 states that the Service will consider suitable  
11 trade criteria for development that affects the function and value of the March SKR  
12 Management Area/March Air Force Base west campus, that the area known as Potrero  
13 Valley—located on the eastern edge of the San Jacinto Valley and containing some of the  
14 largest known contiguous population of SKR (“Potrero Preserve”)—was identified as  
15 potentially suitable land for the trade-out;

16 WHEREAS, on December 29, 2003, the Service and the California Department of Fish  
17 and Game determined that the trade-out criteria identified in the BiOp had been satisfied and  
18 authorized the trade-out of the March SKR Management Area/March Air Force Base west  
19 campus for the Potrero Preserve;

20 WHEREAS, on August 27, 2009, Plaintiffs initiated the Lawsuit against Federal  
21 Defendants, alleging a failure to reinitiate consultation by preparing a new biological opinion  
22 under the ESA, 16 U.S.C. § 1536, a failure to conduct environmental analysis under the  
23 National Environmental Policy Act, 42 U.S.C. §§ 4321 *et seq.* (“NEPA”), and failure to  
24 properly amend the SKR HCP, prior to authorizing the release of the March SKR Management  
25 Area/ March Air Force Base west campus for development;

26 WHEREAS, the March Joint Powers Authority (“March JPA”) and LNR Riverside II  
27 LLC (“LNR”) (collectively, “Defendant/Intervenors”) intervened in the Lawsuit; and

28 WHEREAS, following extensive negotiations and in conjunction with this consent

1 decree, Plaintiffs and Defendant/Intervenors have reached a settlement that fully and  
2 completely resolves all claims asserted by Plaintiffs in the Lawsuit (“PDI Settlement”) (a true  
3 and correct copy of the PDI Settlement is attached hereto at Exhibit 1), except Plaintiffs’  
4 entitlement to and amount of attorneys’ fees from Federal Defendants;

5 WHEREAS, Federal Defendants fully support the resolution of the Lawsuit through the  
6 PDI Settlement and consider the PDI Settlement to be in the best interests of the parties in the  
7 Lawsuit and the SKR;

8 WHEREAS, the PDI Settlement requires Plaintiffs to dismiss the Lawsuit with  
9 prejudice within three (3) days of execution of the PDI Settlement by Plaintiffs and  
10 Defendant/Intervenors;

11 WHEREAS, the PDI Settlement is effective September 12, 2012; and

12 WHEREAS, Federal Defendants and Plaintiffs concur that nothing in the Lawsuit has  
13 in any way withdrawn, changed, or otherwise altered the (i) the December 29, 2003 approval of  
14 the release of the March SKR Management Area/March Air Force Base west campus, or  
15 (ii) the written consent provided by the Service under Section III.B.2 of the Implementation  
16 Agreement for the SKR HCP to modify the Core Reserves;

17 NOW, THEREFORE, in order to resolve the remaining issue of Plaintiffs’ entitlement  
18 to and amount of attorneys’ fees from Federal Defendants, Plaintiffs and Federal Defendants  
19 stipulate and agree as follows:

20 1. Concurrent with the execution of this Agreement, Plaintiffs shall withdraw  
21 the Amended Settlement Agreement filed in the Lawsuit on August 24, 2010 (ECF No. 35).

22 2. Federal Defendants agree that Plaintiffs are the “prevailing parties” in this  
23 action, and shall pay to Plaintiffs reasonable attorneys’ fees and costs, pursuant to Section 11(g)  
24 of the ESA, 16 U.S.C. § 1540 (g), in the amount of \$35,000.00. Within ten (10) days of  
25 Plaintiffs’ dismissal of the Lawsuit with prejudice, the Federal Defendants shall submit a request  
26 to the Treasury Department for the payment of Plaintiffs reasonable attorneys’ fees and costs  
27 within thirty (30) days. Federal Defendants shall notify the Court if payment has not been made  
28 within thirty (30) days from the request to the Treasury Department and shall work to assure

1 payment is made in an expeditious fashion.

2           3. No party shall use this Agreement or the terms herein as evidence that  
3 either party is required to initiate consultation under the ESA or perform environmental analysis  
4 in any other proceeding involving the trade-out and/or development of the March SKR  
5 Management Area/March Air Force Base west campus.

6           4. This Agreement does not rescind, change, or otherwise alter the December  
7 29, 2003 approval of the release of the March SKR Management Area/March Air Force Base  
8 west campus. Nothing in this Agreement shall be construed to withdraw, change, or otherwise  
9 alter the written consent provided by the Service under Section III.B.2 of the Implementation  
10 Agreement for the SKR HCP to modify the Core Reserves.

11           5. This Agreement has no precedential value and may not be used as  
12 evidence in any litigation against Defendants except that the Agreement may be used as evidence  
13 to enforce the terms of the Agreement. In any other judicial or administrative proceeding, this  
14 Agreement may not be used to present or imply any position of the Federal Defendants with  
15 regard to the March SKR Management Area/March Air Force Base west campus.

16           6. No party shall use this Agreement or the terms herein as evidence that the  
17 Federal Defendants are required to initiate consultation under the ESA or perform environmental  
18 analysis under NEPA in any other proceeding involving the March SKR Management  
19 Area/March Air Force Base west campus.

20           7. No provision of this Agreement shall be interpreted as, or constitute, a  
21 commitment or requirement that Federal Defendants take action in contravention of the ESA,  
22 NEPA, the Administrative Procedure Act (“APA”), or any other law or regulation, either  
23 substantive or procedural. Nothing in this Agreement shall be construed to limit or modify the  
24 discretion accorded to Federal Defendants by the ESA, NEPA, the APA, or general principles of  
25 administrative law with respect to the procedures to be followed in making any determination  
26 required herein, or as to the substance of any final determination.

27           8. Nothing in this Agreement shall be interpreted as, or shall constitute, a  
28 requirement that Federal Defendants are obligated to pay any funds exceeding those available, or

1 take any action in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341, or any other  
2 appropriations law.

3           9. The parties agree that this Agreement was negotiated for the purpose of  
4 judicial economy, and by entering into this Agreement, the parties do not waive any claim or  
5 defense.

6           10. The undersigned representatives of each party certify that they are fully  
7 authorized by the party or parties they represent to agree to the Court's entry of the terms and  
8 conditions of this Agreement and do hereby agree to the terms herein.

9           11. The terms of this Agreement shall become effective upon entry of an order  
10 by the Court ratifying the Agreement.

11           12. Notwithstanding the dismissal of this action with prejudice, the parties  
12 hereby stipulate and respectfully request that the Court retain jurisdiction until the parties have  
13 complied with Paragraphs 1 and 2 of this Agreement. See *Kokkonen v. Guardian Life Ins. Co.*  
14 *of Am.*, 511 U.S. 375 (1994).

15 Dated: September 11, 2012

16           Respectfully submitted,

*s/ Jonathan Evans*

Jonathan Evans (CA Bar No. 247376)  
John Buse (CA Bar No. 163156)  
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JOANNA K. BRINKMAN, Trial Attorney  
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Attorney for Defendants



**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA**

CENTER FOR BIOLOGICAL DIVERSITY  
and SAN BERNARDINO VALLEY  
AUDUBON SOCIETY,

Plaintiffs,

v.

JIM BARTEL, Field Supervisor for the  
Carlsbad Office of the United States Fish and  
Wildlife Service, the UNITED STATES  
FISH AND WILDLIFE SERVICE, and KEN  
SALAZAR, Secretary of the Interior,

Defendants.

CASE NO. 09-cv-1864-JAH-DHB

CERTIFICATE OF SERVICE

I hereby certify that on September 11, 2012, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will send notification of such to the attorneys of record.

/s/ Jonathan Evans

# **Exhibit 1**

## SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) dated and made effective as of September 12, 2012, is entered into by, between, and among the following, sometimes referred to as Parties: Plaintiffs Center for Biological Diversity and San Bernardino Valley Audubon Society (together, “Plaintiffs”); and Defendant-Intervenors March Joint Powers Authority and LNR Riverside LLC (together, “Defendant-Intervenors”). It is the intent of the Parties that this Agreement shall establish the terms of a full and complete settlement of all claims and actions raised in *Center for Biological Diversity v. Jim Bartel, et. al.* (S.D. Cal. No. 09-cv-1864-JAH-POR) (“Lawsuit”). The terms of this Agreement are intended to be the limit of the Parties’ obligations.

### RECITALS

A. WHEREAS, Center for Biological Diversity (“CBD”) and San Bernardino Valley Audubon Society (“Audubon”) are non-profit organizations established, in part, for purposes of pursuing compliance with environmental laws and advocating for wildlife protection and education;

B. WHEREAS, Jim Bartel is the Field Supervisor for the Carlsbad Office of the United States Fish and Wildlife Service, and is the federal official charged with implementation of the Endangered Species Act (“ESA”) within the Carlsbad Office’s area of responsibility, including the former March Stephens’ Kangaroo Rat Management Area on the west campus of the former March Air Force Base (“March SKR Management Area/March Air Force Base west campus”);

C. WHEREAS, the United States Fish and Wildlife Service (“Service”) is an agency within the Department of Interior that has been delegated responsibility for implementing the ESA, including proposed and final listing and critical habitat decisions, the handling of petitions for such listings, and consultations with federal action agencies related to impacts to threatened and endangered species;

D. WHEREAS, Ken Salazar is the Secretary of the Interior (“Secretary”), and is the federal official charged with listing species as endangered or threatened and supervising the consultation requirements under the ESA;

E. WHEREAS, the March Joint Powers Authority (“March JPA”) is a Joint Powers Authority created pursuant to Article 1, Chapter 5, Division 7, Title 1 commencing with Section 6500 of the California Government Code, created for the purpose of addressing the use, reuse, and joint use of realigned March Air Force Base;

F. WHEREAS, LNR Riverside LLC (“LNR Riverside”) is a real estate and land development company that is the master developer for portions of the realigned March Air Force Base;

G. WHEREAS, a March Stephens' Kangaroo Rat reserve was first established in June of 1990 as preserved habitat for the Stephens' kangaroo rat ("SKR") in a Biological Opinion ("BiOp") regarding proposed improvements to State Route 15 between Van Buren Boulevard and State Route 60;

H. WHEREAS, in October 1990, an interim Stephens' kangaroo rat Habitat Conservation Plan was adopted that identified portions of the March SKR reserve as one of the Study Areas for potential protection under the longer term SKR HCP established later in 1996;

I. WHEREAS, the February 1996 Disposal of Portions of March Air Force Base Environmental Impact Statement ("EIS") addressed the disposal and reuse of March Air Force Base lands;

J. WHEREAS, The Long-Term SKR HCP was adopted in 1996 that designated areas on the March Air Force Base as the Sycamore Canyon–March Core Reserve to be managed for the conservation and recovery of the species, and also contemplated the release of some of those lands for development under certain conditions;

K. WHEREAS, a BiOp completed in 1999 states that the Service will consider suitable trade criteria for development that affects the function and value of the March SKR Management Area/March Air Force Base west campus, that the area known as Potrero Valley—located on the eastern edge of the San Jacinto Valley and containing some of the largest known contiguous population of SKR ("Potrero Preserve")—was identified as potentially suitable land for the trade-out, and that if more than 105 acres of occupied SKR habitat was impacted then the Air Force would reinitiate consultation;

L. WHEREAS, on December 29, 2003 and May 22, 2006, Defendants and the California Department of Fish and Game ("CDFG") determined that the trade out criteria identified in the BiOp had been satisfied, authorized the trade-out of the March SKR Management Area for the Potrero Preserve, and authorized incidental take of SKR on March Air Force Base;

M. WHEREAS, on August 27, 2009, Plaintiffs initiated the Lawsuit against Defendants Bartel, the Service, and the Secretary (collectively, the "Federal Defendants"), alleging a failure to reinitiate consultation by preparing a new biological opinion under the ESA, 16 U.S.C. § 1536, a failure to conduct environmental analysis under the National Environmental Policy Act, 42 U.S.C. §§ 4321 et seq. ("NEPA"), and a failure to properly amend the SKR HCP, prior to authorizing the release of the March SKR Management Area/ March Air Force Base west campus for development;

N. WHEREAS, Defendant-Intervenors successfully intervened in the Lawsuit to defend their significant, protectable interest in the outcome of the Lawsuit; and

M. WHEREAS, the Parties, based upon extensive settlement negotiations, have agreed to a settlement that would allow conservation of portions of the March SKR Management Area/March Air Force Base west campus while also allowing development of other portions of the site;

N. WHEREAS, the Parties have agreed to use this Agreement to achieve a full and complete resolution of all claims asserted by Plaintiffs in the Lawsuit and to eliminate, to the fullest extent possible, any further impediments to both the conservation of habitat and the development of portions of the March SKR Management Area/March Air Force Base west campus; and

O. WHEREAS, Plaintiffs and Federal Defendants Jim Bartel, the Service, and Ken Salazar have agreed, subject to Plaintiffs and Defendant-Intervenors reaching agreement on the terms of this Agreement, to a consent decree to reach a full and complete resolution of all claims asserted by Plaintiffs against the Federal Defendants in the Lawsuit.

### TERMS

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

A. **Plaintiffs' Obligations.** Plaintiffs, and their current and future members, representatives, employees, officers, agents, attorneys, experts and designees both individually and/or collectively hereby agree to the following:

1. Plaintiffs shall dismiss all counts of Plaintiffs' complaint with prejudice via stipulation of the Parties within three business days of the execution of this Agreement.

2. Plaintiffs agree not to fund, sponsor, initiate, participate in, or file any petition, complaint, motion, proceeding or action, whether legal or administrative, of any kind that: (i) asserts any claims, rights or causes of action that were alleged in *Center for Biological Diversity v. Jim Bartel, et. al.* (S.D. Cal. No. 09-cv-1864-JAH-POR); (ii) asserts, in any way, that any further take authorization is required for take of SKR on the March SKR Management Area/March Air Force Base west campus within the footprint depicted in the map attached hereto as Exhibit A ("the Project" or "Developable Area"); and/or (iii) challenges, opposes or tries to prevent in any way the issuance of any other discretionary, ministerial, or other approvals or processes of any kind for the development of the March SKR Management Area/March Air Force Base west campus within the Project or Developable Area, specifically including any further public meetings, public hearings, actions, revisions, phases, environmental review, and/or approvals issued by March JPA. Plaintiffs will not submit or provide verbal or written comments to any decision-making body or public agency that are critical of the Project or that object to, oppose, delay, impede, or disrupt the process for the approval of the Project, subject to the terms and conditions of this Agreement. Notwithstanding the provisions of this paragraph, the Parties retain the right to enforce the terms of the Agreement in legal and administrative proceedings.

3. If any person purporting to act as a representative of, or otherwise on behalf of, Plaintiffs takes any action that if taken by such Plaintiffs would constitute a breach of the obligations under this Agreement, including without limitation their obligation that they will not object to, oppose, delay, impede, or disrupt the process for the Project approvals, including without limitation Plaintiffs' obligation that they will not provide verbal or written comments that are critical of the Project or intended to delay or oppose the approval of the Project,

Defendants and/or Defendant-Intervenors may request a sworn statement of repudiation from the Plaintiff alleged to be in breach of this Agreement as a result of any action purported to be taken on its behalf. Within fifteen (15) days of receipt of such request, the Plaintiff alleged to be in breach of this Agreement shall provide Defendants and/or Defendant-Intervenors with a sworn statement, duly authorized and executed on its letterhead, providing that (a) such person has not been authorized by the Plaintiff to take such action; (b) such action does not represent the position of Plaintiff; and (c) that the Plaintiff alleged to be in breach determined that the Agreement was in its best interest and is committed to carrying out the purpose and intent of the Agreement.

**B. Defendant-Intervenors' Obligations.**

1. Defendant-Intervenors agree to place into conservation those portions of the March SKR Management Area/March Air Force Base west campus depicted as "Conservation Easement" or "Water Quality Open Space Area" on the map attached hereto as Exhibit A. The latter areas are referred to in this Agreement as SKR Conservation Area, least Bell's vireo Conservation Area ("LBV Conservation Area"), or collectively "Conservation Areas." These areas will be managed for their wildlife habitat value for sensitive species. A conservation easement, with wildlife trustee agencies as third party beneficiaries, shall be established for areas identified as the Conservation Areas. The Parties agree that the following entities have the necessary professional standards and criteria to hold the conservation easement for the Conservation Areas: the Western Riverside County Regional Conservation Authority, the Center for Natural Lands Management, the Riverside Land Conservancy, the Riverside-Corona Resource Conservation District, and the CDFG. The terms and standards of that conservation easement shall be agreed to by the Service, the CDFG, and Defendant-Intervenors. The Parties agree that the conservation easement holder/grantee will be chosen by the Defendant-Intervenors.

a. The Parties acknowledge that there are many existing service roads within the Conservation Areas. The Parties agree that any currently existing service roads within the Conservation Areas, as depicted by the red lines in Exhibit A, can continue to be utilized by the public for passive recreation. Passive recreation means recreational uses where very minimum alteration of vegetation, topography or other native features are necessary for the enjoyment of the site amenities, such as hiking, nature observation, picnicking, non-motorized recreation, and archaeological or historic preservation.

b. Vehicular access on the existing service roads shall not be open to the general public. Vehicular access on existing service roads will be limited to the necessary maintenance and operations of the area by authorized personnel of the Defendant-Intervenors, the land management entity for the Conservation Areas, regulatory authorities, or individuals authorized by these groups to access existing service roads. The March JPA, at its sole discretion, is authorized to decommission existing service roads or trails and eliminate public access to those service roads in order to benefit the conservation value or public safety in the Conservation Area, so long as they do not interfere with the value of the easements held by LNR Riverside or its successor.



c. Public Access shall be limited to reduce the impacts to sensitive species and habitat in the Conservation Areas. Mechanisms to reduce the impacts of passive recreation and public access in the Conservation Area include, but are not limited to, fencing, signage to prevent off-road or off-trail use and night access, and leash requirements for any dogs allowed in the Conservation Area. The Parties acknowledge that all currently existing service roads also function as fire breaks for the purpose of fighting wild fires in the area.

2. Portions of the March SKR Management Area/March Air Force Base west campus can be developed by the Defendant-Intervenors, as depicted in the Developable Area in Exhibit A. The Developable Area includes the roadways depicted on Exhibit A. Any temporary impact to areas adjacent to the Developable Area shall be restored by LNR Riverside to provide habitat for sensitive species.

3. Portions of the March SKR Management Area/March Air Force Base west campus will be dedicated as parkland or open space for active recreational use, as depicted in Exhibit A ("Proposed Park Area"). These areas are not set aside as part of this Agreement to be managed as wildlife habitat; any wildlife habitat value will be secondary to human recreational use.

a. Within the Conservation Areas located within the Proposed Park Area located west of Barton Street, and as depicted on Exhibit A, March JPA may move these service roads and/or trails as it deems necessary.

4. Defendant-Intervenors shall, at their sole discretion, select an appropriate land management entity or entities to manage the SKR Conservation Area ("Management Entity"), with input from the Plaintiffs. The Defendant-Intervenors will work with the Management Entity, the Service and the CDFG to develop appropriate management requirements and guidelines. All activities undertaken by the Management Entity related to the Conservation Area, as approved by March JPA, shall be funded from the Endowment described in Section B. 7 below.

a. Notwithstanding the above, the Management Entity shall meet the following criteria to assure minimum professional standards and criteria are achieved in managing the Conservation Area:

(i) The Management Entity has qualifications and experience to work with listed species including appropriate permits for employees and subcontractors under federal and state Endangered Species Acts;

(ii) The Management Entity has a demonstrated background in active wildlife management;

(iii) The Management Entity has the necessary organizational and fiscal capacity to manage the area in perpetuity;

(iv) The Parties agree that the following management entities have the necessary professional standards and criteria to manage the Conservation Area: the Western Riverside County Regional Conservation Authority, the Center for Natural Lands

Management, the Riverside Land Conservancy, the Riverside-Corona Resource Conservation District, and the CDFG.

(v) Should the Riverside County Habitat Conservation Authority be chosen as the management entity the Parties agree that the conservation easement for the Conservation Areas shall be held by the Service, the CDFG, the Center for Natural Lands Management, the Riverside Land Conservancy, the Western Riverside County Regional Conservation Authority, or the Riverside-Corona Resource Conservation District. Any other party that would hold the conservation easement, other than those listed in the previous sentence if the Riverside County Habitat Conservation Authority is the management entity, would require the agreement of the Parties.

5. The Parties acknowledge there are certain "blanket" easements across the Conservation Areas for items such as utilities that were retained or granted by the United States government which are not affected by this Agreement. The Defendant-Intervenors will work cooperatively with the easement holder and management entity to minimize any long-term habitat disturbance in the Conservation Areas resulting from construction or maintenance related to those easements, including using reasonable efforts to cause easement holders to restore the surface area.

6. March JPA agrees that all mitigation measures attached as Exhibit B shall be required for any development in the Developable Area.

7. LNR Riverside agrees to make an initial contribution by December 31, 2012, of \$500,000 toward a total non-wasting endowment of \$2 million to be used for management and monitoring activities undertaken by the Management Entity in the Conservation Areas ("Endowment"). The Endowment may be composed of more than one endowment account in the discretion of Defendant Intervenors, so long as each endowment account complies with the terms of this Agreement. The Defendant-Intervenors anticipate that the remaining \$1.5 million of the Endowment will be obtained from the existing endowment for the management of the March SKR Management Area. However, in the event the \$1,500,000 is not obtained from the existing endowment, prior to any grading LNR Riverside shall contribute to the Endowment the amount of \$4,717.00 per acre to be graded (the "Endowment Fee"). The \$500,000 shall be deemed the first Endowment Fee and shall be credited against payment of future Endowment Fees until fully exhausted. Upon payment of the initial \$500,000 Endowment contribution, LNR Riverside may proceed with the mitigation and enhancement required under its Section 404 Permit (No. SPL-2006-1995) and 1602 Agreement (No. 6-2009-291). Amounts deposited into the Endowment pursuant to either of the foregoing permits shall be credited against the total amount of \$2,000,000. Each subsequent Endowment Fee payment shall be deposited before the time of commencement of grading of the acre(s) associated with that payment. Notwithstanding the foregoing, LNR Riverside agrees that the non-wasting Endowment will be fully funded at a level of \$2 million before the last grading permit for the Development Area is issued or April 1, 2027, whichever is earlier.

a. The Endowment will be used to generate revenue for management and monitoring activities on the Conservation Area, including but not limited to the species management for the least Bell's vireo and SKR. March JPA shall at its sole discretion select an

entity to manage the Endowment for the benefit of wildlife within the Conservation Area and will agree on standards for management of the Endowment. The entity managing the Endowment shall use prudent financial management practices for the purpose of maintaining the Endowment and maximizing funds for habitat management in the Conservation Areas in perpetuity. The entity managing the Endowment shall not be the Riverside County Habitat Conservation Authority.

b. The Parties may modify this Agreement, after consultation and agreement with the CDFG, to permit the Endowment referenced in this section to be used for SKR management at the Potrero reserve managed by the CDFG for the benefit of SKR and other wildlife species so long as an adequate non-wasting endowment remains for the management in perpetuity of the Conservation Area discussed in this Agreement. Such modification will be in writing and signed by the Parties to this Agreement.

c. Upon agreement of the Parties, a portion of any proceeds generated from the Endowment may be used for other purposes related to the conservation of the SKR or other native species associated with SKR habitat.

8. Defendant-Intervenors agree not to develop, grade, de-vegetate, or destroy a riparian area of approximately 2-3 acres located on the Conservation Areas or Proposed Park Area as depicted in Exhibit A ("Riparian Area"). The Parties agree, however, that the Riparian Area may be physically contained within the boundaries of a park to be developed as long as the Riparian Area retains its primary function as natural habitat for wildlife while supporting passive recreation. It is understood by the Parties that this area is the historic drainage channel for this area and it will continue to accommodate the storm water flows from surrounding undeveloped and developed areas.

9. Defendant-Intervenors agree to abide by the Urban/Wildland Interface requirements, as set forth in Section 6.1.4 of the Western Riverside County Multiple Species Habitat Conservation Plan ("MSHCP") and agree that the Conservation Areas referenced in this agreement will be treated as if they are a MSHCP Conservation Area for purposes of application of the Urban/Wildland Interface requirements. In particular the Parties agree to implement the requirements of Section 6.1.4 including, but not limited to, noise, drainage, barriers and the following:

a. Night lighting shall be directed away from the Conservation Areas to protect species within the Conservation Areas from direct night lighting. Shielding shall be incorporated in project designs to ensure ambient lighting in the Conservation Areas is not increased beyond .5 candle/foot adjacent to developed lots. It is recognized that public street lighting, where adjacent to the Conservation Area, shall meet the applicable lighting standards established by County Engineering Design Standard 1001, inclusive of full cut off fixtures and shall be Mount Palomar compliant. In addition, to the extent permissible under local, state and federal law, the locations of fixtures would be selected based on desired angles of light and proximity to the Conservation Areas. Along roadways adjacent to the Conservation Areas, the light would have a defined optical system to project lumens downward to minimize light trespass into the Conservation Areas including sharp cut off with no uplight component. Devices that may be employed to directionally control light may include lenses, louvers, barn doors, and

snoots. Beam patterns would be asymmetric with the light aimed at the road surface area. The proposed lighting for the Developable Area would be consistent with guidelines (See Darkskysociety.org ) established by the Dark Sky Society, whose international mission is to “preserve and protect the nighttime environment and our heritage of the dark skies through quality outdoor lighting.”

10. LNR Riverside agrees to pay Plaintiffs \$65,000.00 for fees and costs incurred by Plaintiffs relative to the Lawsuit within thirty (30) days of dismissal of this case.

11. Defendant-Intervenors agree that when current planning is begun for the Meridian West Campus or Developable Area, they will discuss with Plaintiffs the alignment of Brown Street. Plaintiffs may provide input with regard to SKR conservation, however the Defendant-Intervenors are under no obligation to alter the planned alignment based upon this input.

a. Defendant-Intervenors agree that Brown Street, and in particular the intersection of Brown Street and Alessandro Boulevard, will be designed to minimize impacts to wildlife movement from the neighboring Sycamore Canyon Wilderness Park. Such mitigation measures will include, but are not limited to, the following: reductions in night lighting within and adjacent to the Conservation Areas while still complying with County minimum street light requirements; fencing to reduce public access and allow wildlife movement; and signs to reduce trespass and inform the public of the sensitive nature of the areas.

12. Defendant-Intervenors agree that the existing Cactus Avenue, as depicted on Exhibit A, will be the only road bisecting the Conservation Areas in the March SKR Management Area/March Air Force Base west campus to connect the existing and future Meridian development in the vicinity of Plummer Street with the future Meridian West Campus. Other anticipated infrastructure that has the potential to impact the Conservation Areas described in this Agreement is listed on Exhibit A.

13. Defendant-Intervenors agree that soft-bottomed culverts will be installed beneath any future modifications to Cactus Avenue to allow for animal passage underneath Cactus Avenue. The dimensions of such culverts shall be approximately 6 feet in height by 20 feet in width to allow for adequate passage of animals north-south through the Conservation Areas. The culverts shall be located to maximize potential animal movement in combination with the feasibility of their installation and located in the locations generally outlined on Exhibit A as “Clear Span Crossings.”

**C. General Provisions.**

1. This Agreement has no precedential value and may not be used as evidence in any judicial or administrative proceeding against the Federal Defendants and/or Defendant-Intervenors, except to enforce the terms of the Agreement and terms agreed by the Parties herein. In any other judicial or administrative proceeding, this Agreement may not be used to present or imply any position of the Federal Defendants and/or Defendant-Intervenors with regard to the SKR Management Area.



2. No Party shall use this Agreement or the terms herein as evidence that any Party is required to initiate consultation under the ESA or perform environmental analysis in any other proceeding involving the trade-out and/or development of the March SKR Management Area/ March Air Force Base west campus.

D. **Notices.** All notices called for pursuant to this Agreement shall be given in writing by personal delivery, or recognized overnight delivery service which obtains the signature of the addressee or its agent as evidence of delivery, or confirmed electronic transmission or telecopy/facsimile to the addresses listed below. All such notices or communications shall be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees listed below; or (ii) the date of delivery by recognized overnight delivery services; and/or (iii) upon receipt by the sender of electronic confirmation of delivery of such notices or communications sent by telecopy/facsimile. A Party may change its address by giving written notice thereof to the others in accordance with the provisions of this section.

Center for Biological Diversity	Jonathan Evans Center for Biological Diversity 351 California Street, Suite 600 San Francisco, CA 94104
San Bernardino Valley Audubon Society	Drew Feldmann San Bernardino Valley Audubon Society PO Box 10973 San Bernardino, CA 92423-0973
Jim Bartel, Field Supervisor for the Carlsbad Office of the United States Fish and Wildlife Service; the United States Fish and Wildlife Service; and Ken Salazar, Secretary of the Interior.	Bradley H. Oliphant, Trial Attorney Joanna K. Brinkman, Trial Attorney Ben Franklin Station, P.O. Box 7611 Washington, DC 20044-7611
March Joint Powers Authority	Michelle Ouellette Best Best & Krieger LLP 3390 University Avenue, 5th Floor Riverside, CA 92501
LNR Riverside LLC	Hans Van Ligten Rutan & Tucker LLP 611 Anton Blvd. Costa Mesa, CA 92626-1931

E. **Further Assurances: Covenant to Sign Documents.** Each Party shall take all actions and do all things, and execute, with acknowledgement or affidavit, if required, any and all documents and writings that may be necessary or proper to achieve the purposes and objectives of this Agreement.

F. **Statement of Compliance.** Within thirty (30) days following any written request by a Party, the other Parties shall execute and deliver a statement certifying that this Agreement is unmodified and in full force and effect or if there have been modifications hereto, that this Agreement is in full force and effect as modified, that there are no current uncured defaults under this Agreement, and any other information reasonably requested.

G. **Verification of Compliance.** Any Party may request in writing that the other Parties provide verification of compliance with the terms of this Agreement, including attached Exhibits. The other Parties shall provide the requesting Party with such verification within ninety (90) days of receipt of the request. Such verification shall be in writing and shall include a signed statement from a representative of the Parties, or their respective successors, as the case may be, that the Parties have fully complied with their obligations in this Agreement.

H. **No Agency.** It is expressly agreed that, in carrying out this Agreement, no relationship of principal and agent shall ever exist between the Parties hereto.

I. **No Third Party Beneficiaries.** It is expressly agreed that this Agreement is not for the benefit of any person or entity not a Party hereto or described as a related entity and representative herein. No person or entity who or which is not a signatory to this Agreement shall be deemed to be benefited or intended to be benefited by any provision hereof, and no such person or entity shall acquire any rights or causes of action against either the CBD, Audubon, the Service, the Secretary, March JPA or LNR Riverside hereunder as a result of the Parties' performance or non-performance of their respective obligations under this Agreement. Each of the Parties hereby acknowledges and agrees to the provisions of this Paragraph.

J. **Entire Agreement.** The Parties acknowledge that this Agreement is signed and executed without reliance upon any actual or implied promises, warranties or representations made by any of the Parties or by any representative of any of the Parties, other than those which are expressly contained within this Agreement. This Agreement, including the true and correct Recitals above, inclusive of all definitions contained therein, that are incorporated by reference herein as operative covenants and specifically relied upon by the Parties in executing this Agreement, constitutes the entire agreement and understanding among and between the Parties and supersedes any and all other agreements whether oral or written between the Parties.

K. **Incorporation of Recitals.** The recitals to this Agreement, above, are hereby incorporated herein and made a part hereof.

L. **Amendments and Modifications.** The Order entering this Agreement may be modified by the Court upon good cause shown, consistent with the Federal Rules of Civil Procedure, by (i) written stipulation between the Parties filed with and approved by the Court, or (ii) upon written motion filed by one of the Parties and granted by the Court if the Court determines that such amendment is necessary to prevent a gross miscarriage of justice.

M. **Enforcement of Agreement.** At least 30 days prior to filing any motion to enforce this Agreement, the Party contemplating the motion must bring its claimed breach to the attention of the other Party, in writing, and make a good faith effort to resolve the dispute informally within 30 days thereafter. The Parties agree that they will meet and confer (either



telephonically or in-person) at the earliest possible time in a good-faith effort to resolve the claim before seeking relief from the Court. If the Parties are unable to resolve the claim themselves, either Party may seek relief from the Court. The Parties agree not to seek to invoke the contempt powers of the district court for any alleged breach of this Agreement without fully following the dispute resolution conditions above. Notwithstanding the dismissal of this action the Parties hereby stipulate and respectfully request that the Court retain jurisdiction to oversee compliance with this Agreement and to resolve any motions to modify such terms. *See Kokkonen v. Guardian Life Ins. Co. of Am.*, 511 U.S. 375 (1994).

N. **Construction of Agreement.** This Agreement is the product of arms-length negotiations between the Parties and their respective attorneys. Each of the Parties hereto expressly acknowledges and agrees that this Agreement shall be deemed to have been mutually prepared so that the rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement. The paragraph and section headings used in this Agreement are for reference only and shall not affect the construction of this Agreement.

O. **Representations as to Negotiation Process.** The Parties hereto represent to each other that each Party has been represented by counsel with respect to this Agreement and all matters covered by and relating to it, that they have been fully advised by such counsel with respect to their rights and with respect to the execution of this Agreement. The Parties further represent that each Party has entered into this Agreement of his, her, or its free will and independent action without undue pressure, coercion or influence of any sort.

P. **Settlement, No Admissions by Parties.** Each of the Parties acknowledges that this Agreement relates to the avoidance of litigation and the preclusion of actions described above. The Parties, therefore, agree that this Agreement is not to be treated or construed, at any time or in any manner whatsoever, as an admission by either Party regarding the merits of the allegations in *Center for Biological Diversity v. Jim Bartel, et. al.* (S.D. Cal. No. 09-cv-1864-JAH-POR). All Parties recognize, acknowledge and agree that entering into this Agreement by any Party receiving any money is not a concession of its respective damages or the costs in the Lawsuit. This Agreement effectuates settlement of claims in the Lawsuits between the settling Parties that are disputed, contested or denied, and other related matters. Neither this Agreement nor any Party's performance under it is intended to be or shall be asserted by any other Party to be an admission of any kind or character whatsoever except as to the admitted fact that a full, fair and equitable settlement has been reached by each of the Parties. This Agreement is in compromise of the disputed claims between the Parties and shall never be treated as an admission of liability by any Party, court, arbitrator(s), mediator(s), or dispute resolution panel.

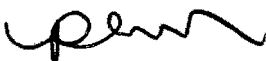
Q. **Choice of Law and Choice of Forum.** This Agreement shall be deemed to have been executed and delivered within the State of California; the rights and obligations of the Parties hereunder shall be governed, construed and enforced in accordance with the laws of the State of California. The venue for any dispute arising from or related to this Agreement, its performance, and its interpretation shall be the U.S. District Court for the Southern District of California.

R. **Authorized Signatory.** Each Party represents and warrants to each other Party that its signature to this Agreement has the authority to bind the Party and this Agreement does in fact bind the Party, and that they have the authority to agree to the Court's entry of the terms and conditions of this Agreement and do hereby agree to the terms herein.


S. **Effective Date.** This Agreement is effective upon its execution by all Parties and the entry of an order by the Court ratifying the Agreement.

T. **Counterparts.** This Agreement may be executed in counterparts and when so executed by the Parties, shall become binding upon them and each such counterpart will be an original document.


9/5/12  
Date

  
Center for Biological Diversity  
by PETER GALVIN

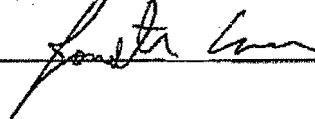
Approved as to Form by JONATHAN EVANS

  
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9/5/12  
Date

  
San Bernardino Valley Audubon Society  
by DREW FELDMANN

Approved as to Form by JONATHAN EVANS

  
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
March Joint Powers Authority  
by \_\_\_\_\_

Approved as to Form by \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
LNR Riverside LLC  
by \_\_\_\_\_

Approved as to Form by \_\_\_\_\_  
\_\_\_\_\_

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\_\_\_\_\_  
Date

\_\_\_\_\_  
Center for Biological Diversity  
by \_\_\_\_\_

Approved as to Form by \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
San Bernardino Valley Audubon Society  
by \_\_\_\_\_

Approved as to Form by \_\_\_\_\_  
\_\_\_\_\_

9/6/12  
Date

Lori M. Stone  
March Joint Powers Authority  
by Lori Stone, Executive Director

Approved as to Form by \_\_\_\_\_

Michael D. [Signature]

\_\_\_\_\_  
Date

\_\_\_\_\_  
LNR Riverside LLC  
by \_\_\_\_\_

Approved as to Form by \_\_\_\_\_  
\_\_\_\_\_

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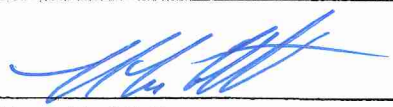
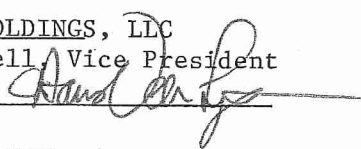
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\_\_\_\_\_  
Date  
  
Center for Biological Diversity  
by \_\_\_\_\_  
  
Approved as to Form by \_\_\_\_\_  
\_\_\_\_\_

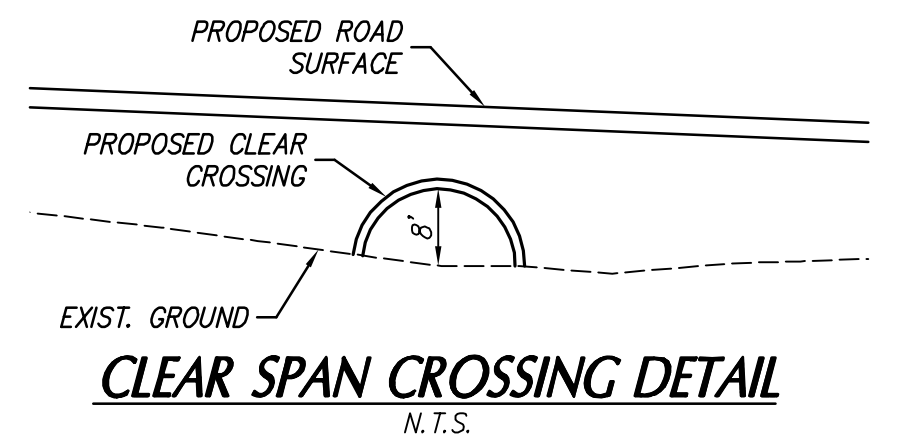
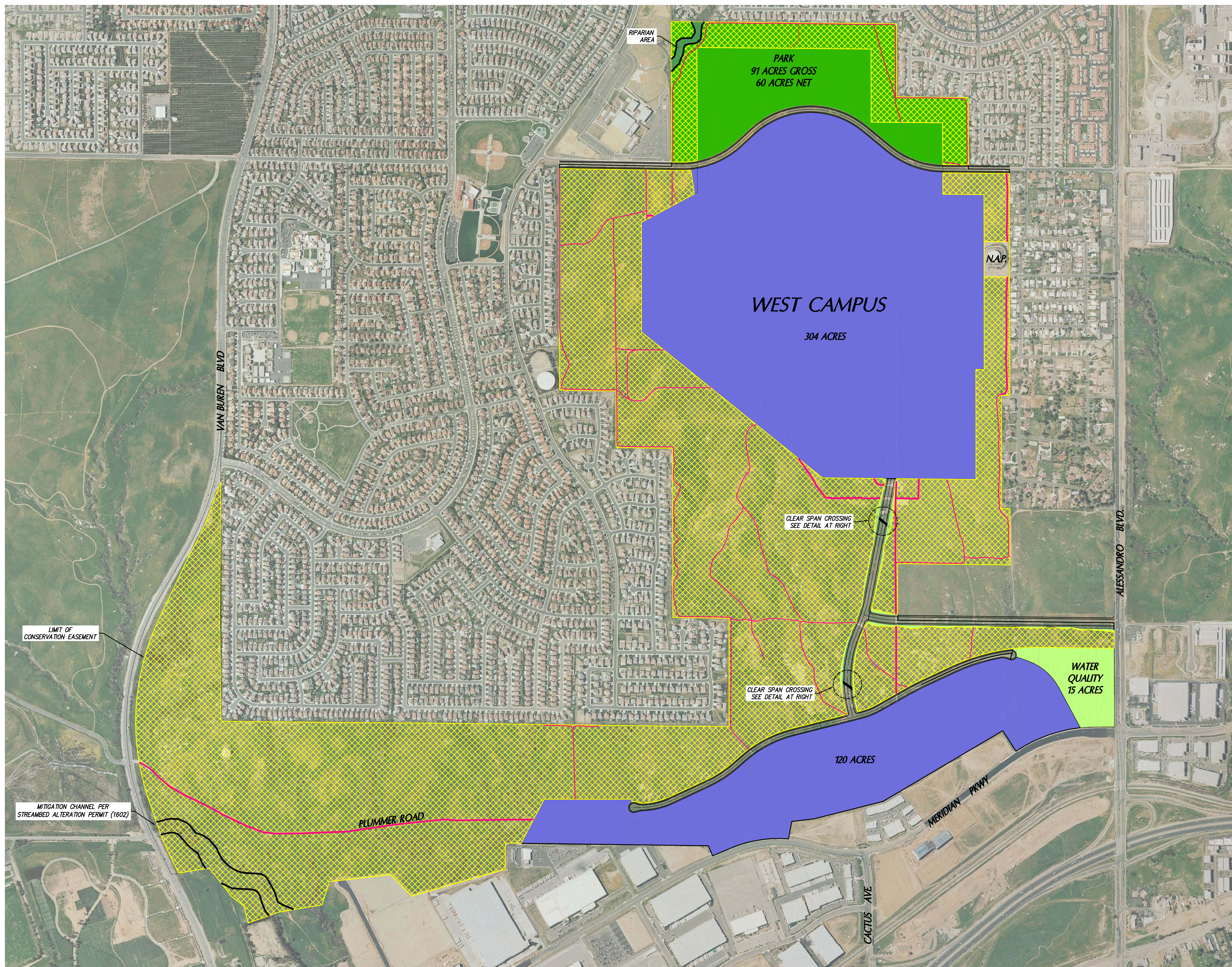
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San Bernardino Valley Audubon Society  
by \_\_\_\_\_  
  
Approved as to Form by \_\_\_\_\_  
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Date  
  
March Joint Powers Authority  
by \_\_\_\_\_  
  
Approved as to Form by \_\_\_\_\_  
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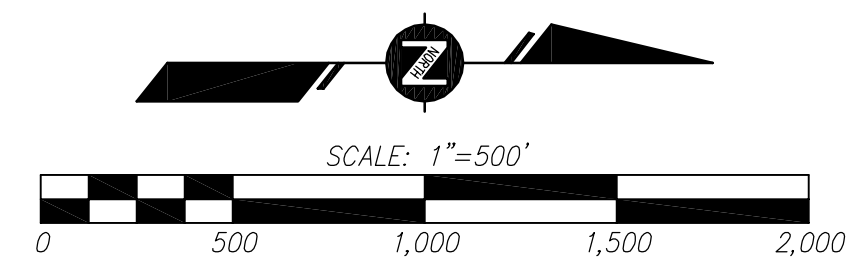
9-10-12  
Date  
  
  
\_\_\_\_\_  
LNR Riverside LLC  
by LNR RIVERSIDE HOLDINGS, LLC  
by: Lang Cottrell, Vice President  
Approved as to Form by   
\_\_\_\_\_  
RUTAN & TUCKER, LLP

# EXHIBIT A





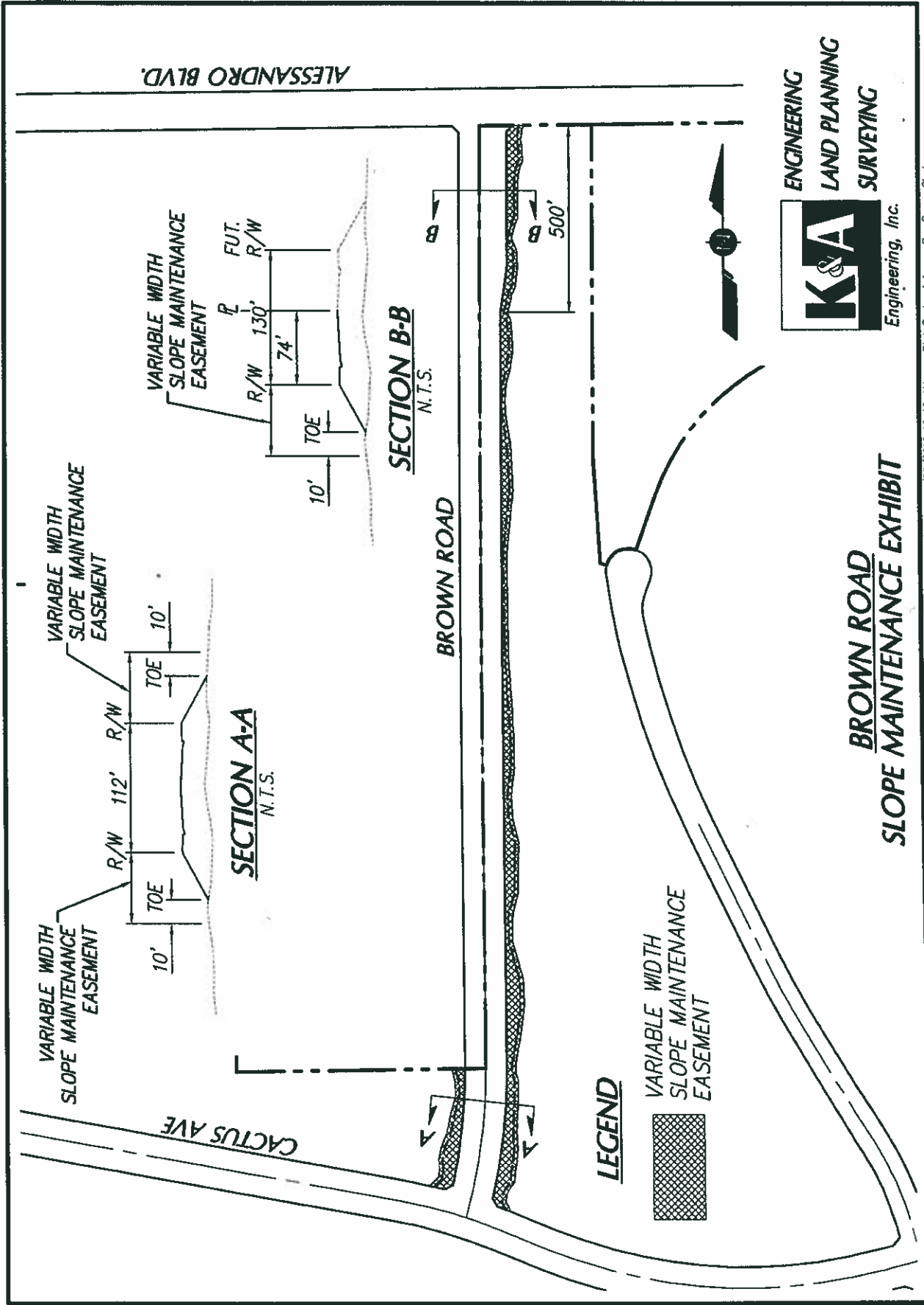
- EXISTING ROADS, VEHICULAR ACCESS & PASSIVE RECREATIONAL TRAILS
- CONSERVATION EASEMENT 649 ACRES
- DEVELOPABLE AREA 424 ACRES
- PROPOSED PARK AREA 91 ACRES GROSS 60 ACRES NET
- WATER QUALITY OPEN SPACE AREA 15 ACRES



**K&A ENGINEERING** 357 N. SHERIDAN STREET  
SUITE 117  
CORONA, CALIFORNIA 92880  
TEL (951) 279-1800  
FAX (951) 279-4380  
Engineering, Inc.

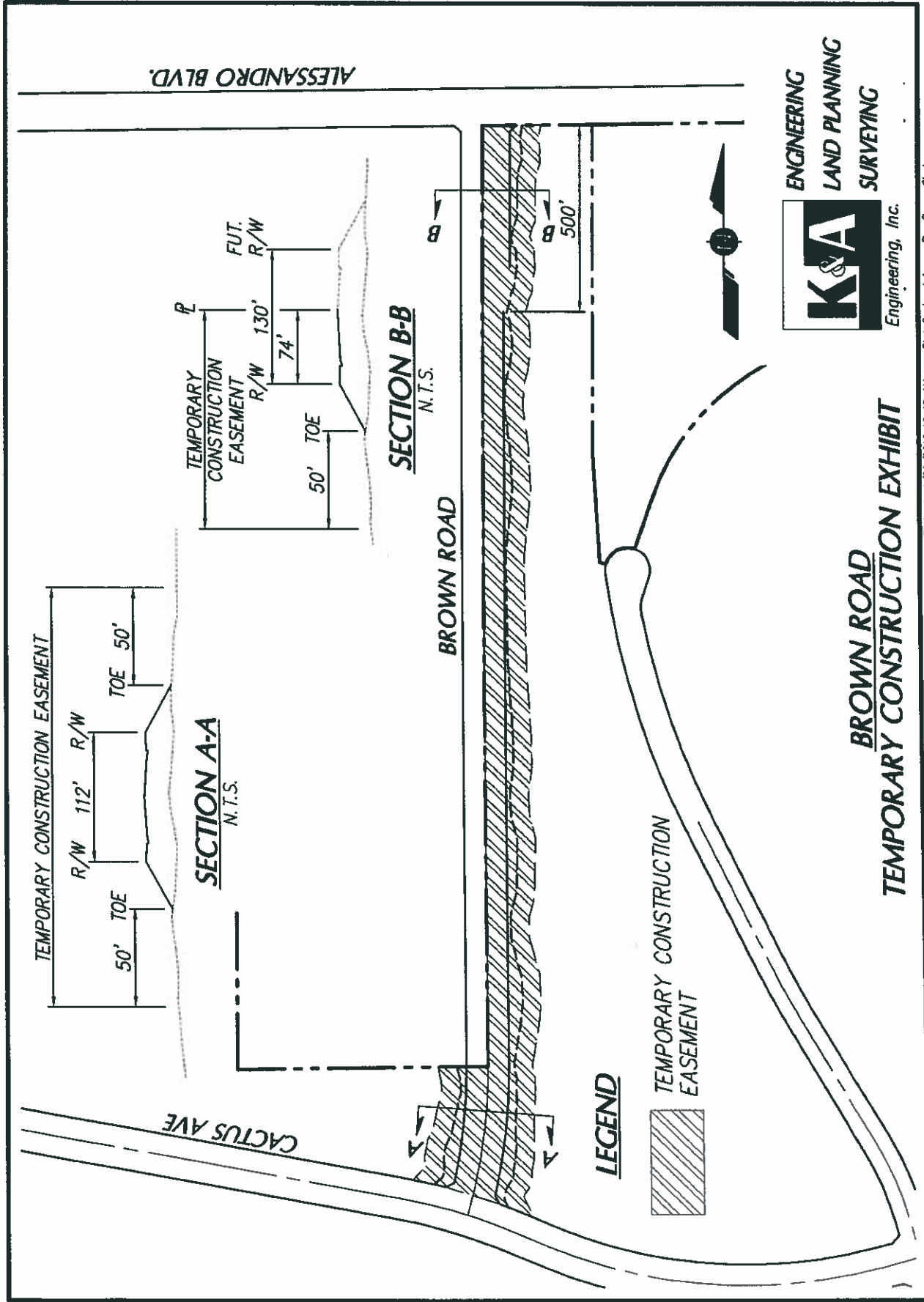
**LNR - MERIDIAN WEST CAMPUS**  
**LAND USE STUDY "B2"**





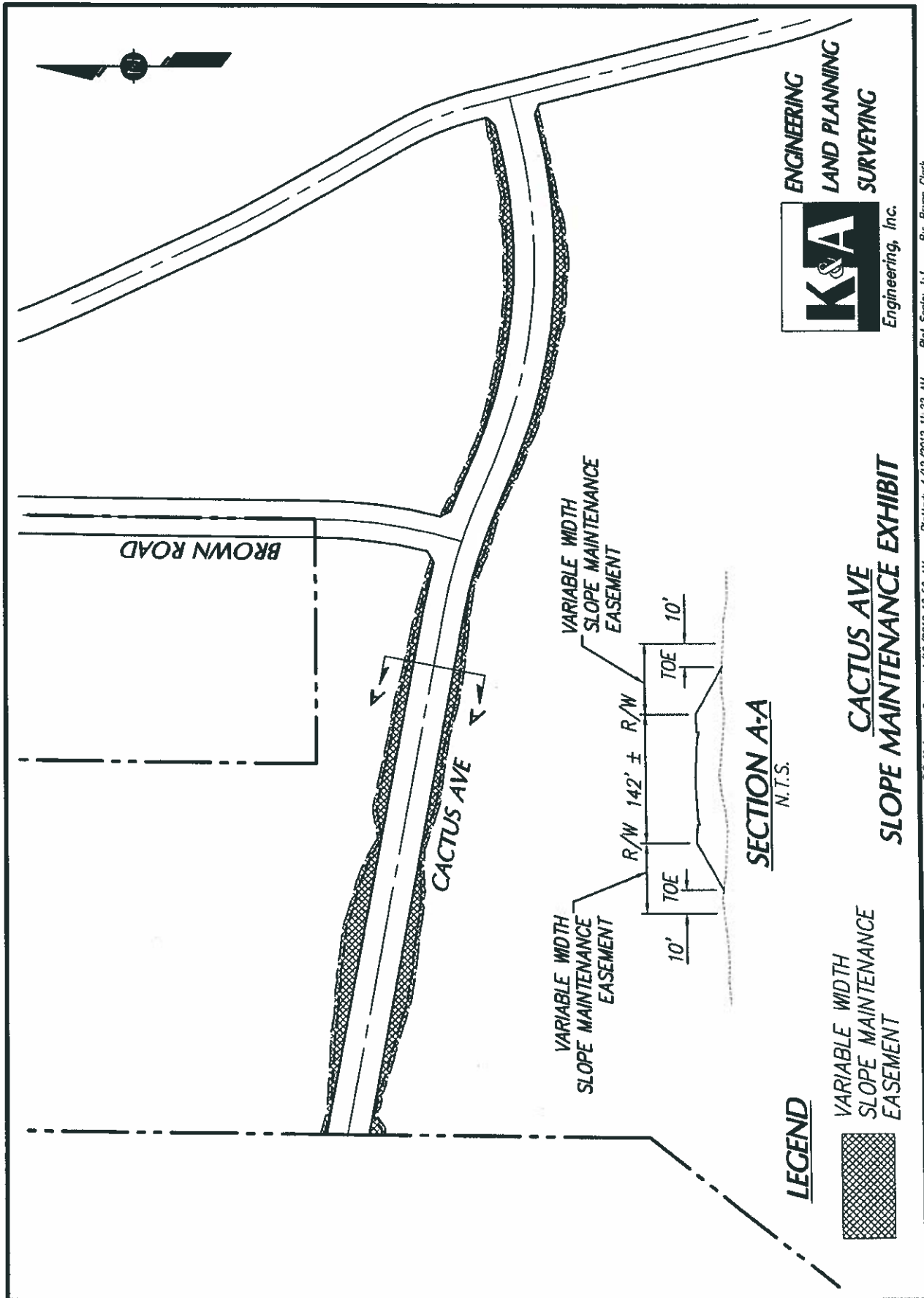
**BROWN ROAD**  
**SLOPE MAINTENANCE EXHIBIT**

**K&A**  
**Engineering, Inc.**  
 ENGINEERING  
 LAND PLANNING  
 SURVEYING



**K&A**  
 ENGINEERING  
 LAND PLANNING  
 SURVEYING  
 Engineering, Inc.

**BROWN ROAD  
 TEMPORARY CONSTRUCTION EXHIBIT**

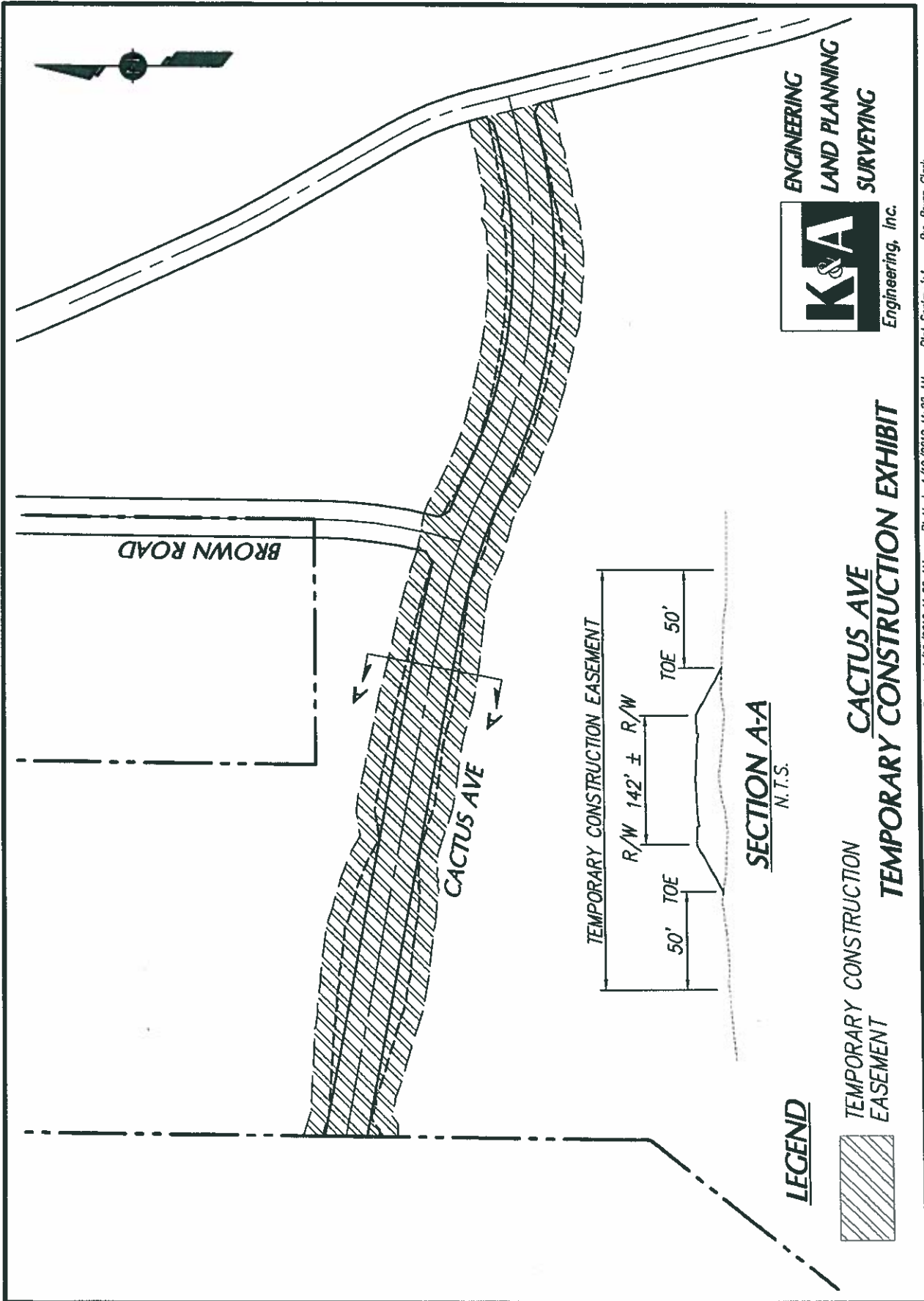


**K&A**  
**Engineering, Inc.**  
 ENGINEERING  
 LAND PLANNING  
 SURVEYING

**CACTUS AVE**  
**SLOPE MAINTENANCE EXHIBIT**

**SECTION A-A**  
 N.T.S.

**LEGEND**  
 [Hatched Box] VARIABLE WIDTH  
 SLOPE MAINTENANCE  
 EASEMENT



**K&A**  
Engineering, Inc.

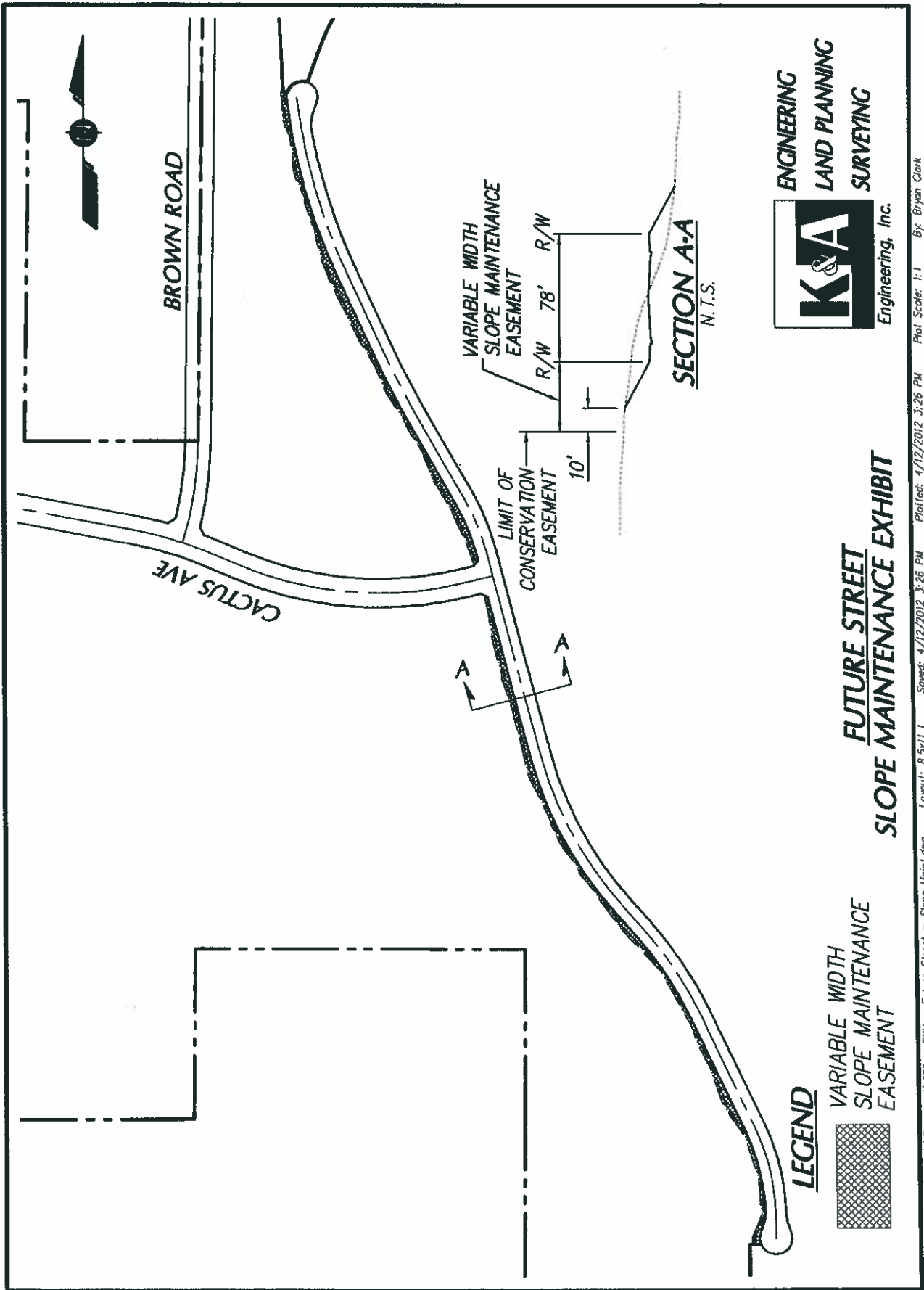
ENGINEERING  
LAND PLANNING  
SURVEYING

**SECTION A-A**  
N.T.S.

**CACTUS AVE**  
**TEMPORARY CONSTRUCTION EXHIBIT**

**LEGEND**

TEMPORARY CONSTRUCTION  
EASEMENT



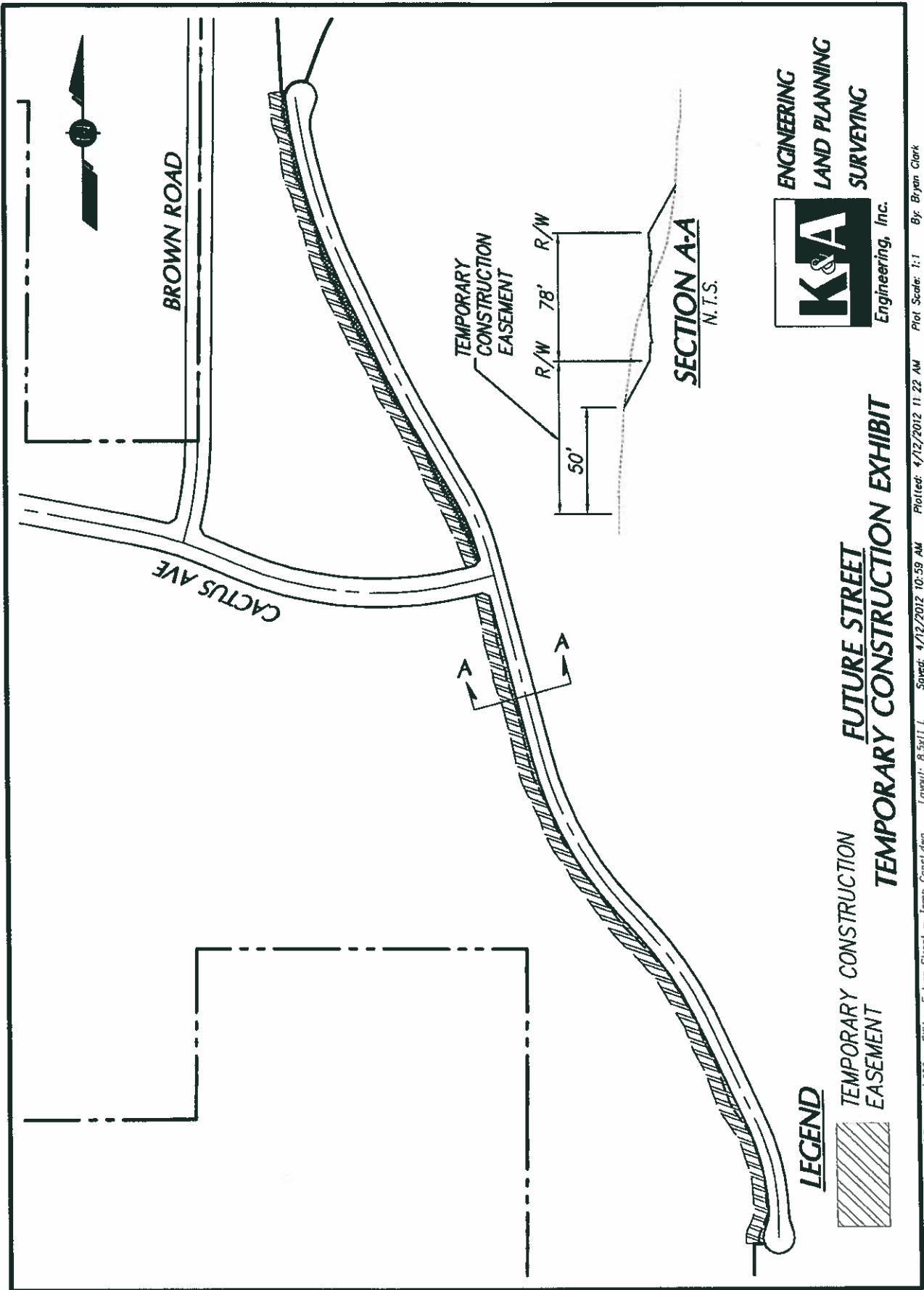
**K&A**  
**ENGINEERING**  
**LAND PLANNING**  
**SURVEYING**  
 Engineering, Inc.

**FUTURE STREET**  
**SLOPE MAINTENANCE EXHIBIT**

**LEGEND**

 VARIABLE WIDTH SLOPE MAINTENANCE EASEMENT





**LEGEND**

TEMPORARY CONSTRUCTION  
EASEMENT

**FUTURE STREET**  
**TEMPORARY CONSTRUCTION EXHIBIT**



ENGINEERING  
LAND PLANNING  
SURVEYING

# EXHIBIT B

**Exhibit B**

*(Center for Biological Diversity, et al. v. Jim Bartel, et al.,  
S.D. Cal. No. 09-cv-1864-JAH-POR)*

**Mitigation Measures for Any Development in the Developable Area**

- All exterior on-site light fixtures shall be fully shielded with no light emitted above the horizon.
- Exterior on-site lighting shall not exceed .5 candle/foot at the property line confirmed through point-by-point photometric study.
- All exterior lighting shall be low-pressure sodium or high-pressure sodium. Metal Halide is prohibited.
- Maximum on-site lighting wattage is 750.
- Maximum height of on-site exterior lighting is 25'.
- Preferential parking spaces shall be offered to car pools and van pools.
- Employers with 250 employees or more shall develop a trip reduction plan to increase vehicle occupancy.
- Buildings shall be designed to reduce energy usage by utilizing solar or low emissions water heaters, double paned glass windows, using light colored roofing materials, using skylights in warehouses, orienting buildings north to the extent practical, and increasing wall and attic insulation above Title 24 requirements.
- A construction relations officer should be appointed to act as a community liaison to oversee on-site construction activity and all emissions and congestion related matters.
- Restrict idling emission from trucks by using auxiliary power units and electrification at the industrial warehouse facilities.
- Landscape with appropriate drought-tolerant species to reduce water consumption.
- Project shall provide plentiful short- and long- term bicycle parking facilities to meet peak season maximum demand (e.g., one bike rack space per 20 vehicle/employee parking spaces).
- Project shall provide "end-of-trip" facilities including showers, lockers, and changing space (e.g., four clothes lockers and one shower provided for every 80 employee parking spaces, separate facilities for each gender for projects with 160 or more employee parking spaces).
- Project design shall include a designated bicycle route connecting all units, on-site bicycle parking facilities, offsite bicycle facilities, site entrances, and primary building entrances to

existing Class I or Class II bike lane(s) within one-half mile. Bicycle route connects to all streets contiguous with project site. Bicycle route has minimum conflicts with automobile parking and circulation facilities. All streets internal to the project wider than 75 feet have Class II bicycle lanes on both sides.

- The project shall provide a pedestrian access network that internally links all uses and connects to all existing/planned external streets and pedestrian facilities contiguous with the project site. Project design shall include a designated pedestrian route interconnecting all internal uses, site entrances, primary building entrances, public facilities, and adjacent uses to existing external pedestrian facilities and streets. Route has minimal conflict with parking and automobile circulation facilities. Streets within the project have sidewalks on both sides. All sidewalks are a minimum of five feet wide and feature vertical curbs. Pedestrian facilities and improvements such as grade separation, wider sidewalks, and traffic calming are implemented wherever feasible to minimize pedestrian barriers. All site entrances provide pedestrian access.
- Project shall provide a parking lot design that includes clearly marked and shaded pedestrian pathways between transit facilities and building entrances.
- Project shall be oriented towards existing transit, bicycle, or pedestrian corridor. Setback distance between project and existing or planned adjacent uses shall be minimized. Setbacks between project buildings and planned or existing sidewalks shall be minimized. Buildings shall be oriented towards existing or planned street frontage. Primary entrances to buildings shall be located along planned or existing public street frontage. Project shall provide bicycle access to any planned bicycle corridor(s). Project shall provide pedestrian access to any planned pedestrian corridor(s).
- Employers with over 250 employees shall provide on-site food vending machines, fridge, microwave and mail facilities and use reasonable effort to provide an ATM, onsite computer, internet connection, and other service to reduce the need for employees to leave for services during business hours.
- Project site shall be on a vacant infill site, redevelopment area, or brownfield or greyfield lot that is highly accessible to regional destinations, through public transit.
- Project shall install Energy Star labeled roof materials.
- Project shall use CARB-certified diesel construction equipment.
- Project sponsor shall encourage the recycling/reuse of demolished construction material.
- Provide parking lot areas will include 40% tree coverage (approximately 1 tree for every 14 stalls) for office uses and 30% tree coverage (approximately 1 tree for every 20 stalls) for industrial or business park uses within 10 to 15 years of construction. Project will use trees that mature over a longer time frame with lower low water demand. Shade requirements will exclude truck courts and drive isles.

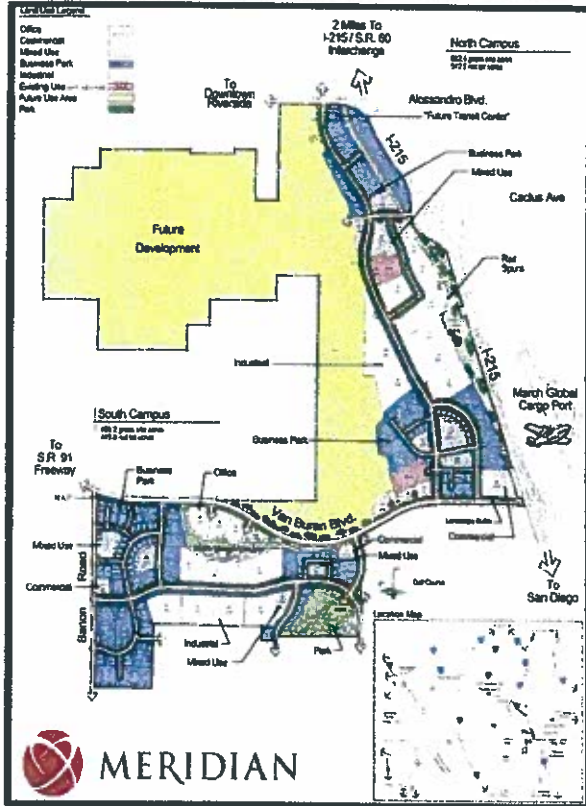
- Provide one preferential parking space for EVs/CNG vehicles for single user parking lots and shared retail parking per hundred required spaces not to exceed 4 preferential parking spaces per development. 1 charging facility will be provided for every 2 EV stalls.
- Provide energy efficient appliances (e.g., Energy Star) and energy-reducing programmable thermostats that automatically adjust temperature settings.
- Provide low flow and waterless fixtures for restroom facilities.
- All lots within the Meridian development adjacent to the Conservation Easement Areas shall be landscaped with native and non-invasive plant materials to protect biological resources, such as habitat supporting LBV.
- The proposed non-potable water system will meet “Purple” pipe standards for reclaimed water systems.
- The LEED checklist shall be provided for evaluation prior to approval of the design plans and also prior to approval of the construction plans verifying that a minimum score consistent with LEED certification is achieved. Submittal of the LEED checklist shall be from a registered architect or LEED accredited professional (AP).





# MERIDIAN

The Green Alternative



- Meridian is a 1,290-acre mixed-use development with projected employment of approximately 15,000 jobs.
- The Meridian Design Guidelines were awarded the 2008 Association of Defense Communities (ADC) Most Innovative Community Project.
- Meridian includes over 14 miles of bike lanes, 18 miles of sidewalks, and bus pullouts to encourage the use of alternate transportation.
- Meridian is home to the future Moreno Valley/March Field Metrolink Station, with approximately 350,000 square feet of office development currently surrounding the Metrolink site.
- All employment uses include bike racks, preferential parking for car pools, solar or low emission water heaters, and high efficiency high-pressure sodium exterior lighting.
- Reclaimed water purple pipe is plumbed for all landscaped areas in the 1,290-acre Meridian development.

- MJPA enforces the WRCOG Good Neighbor Guidelines for the siting of warehouse and distribution uses near residential communities.
- All Meridian developments are required to provide an on-site recycling area and designated truck routes.
- The 3-story Intellicenter development is a LEED Gold certified office building adjacent to the future Metrolink station.
- The Fresh and Easy food production and warehouse facility operates a 2 Megawatt photo-voltaic solar roof system producing approximately 25% of their energy demand.
- Fresh and Easy utilizes electric hybrid trailer refrigeration units which minimizes the use of energy and diesel fuel at their facility.
- In lieu of hauling materials to local landfills, LNR recycled 70,000 tons of concrete and asphalt, as well as slabs from former military structures for street base course in Meridian. They mulched and recycled trees, shrubs and vegetation for reuse; and transplanted and re-used many of the palm trees.



### 2.12.1 Responses to Letter J

#### SOUTHERN CALIFORNIA ENVIRONMENTAL JUSTICE ALLIANCE

**Response to Comment 1.** The EIR evaluated the potential air quality impacts of the project against the thresholds established and recommended by the South Coast Air Quality Management District (SCAQMD) for criteria pollutants. The Revised Project would produce considerably less air pollution than estimated for the Original Project.

In addition, the issue of NO<sub>x</sub> emission impacts from both short-term construction activities and long-term project occupancy are addressed in Responses 5 and 6 in Letter C from the South Coast Air Quality Management District (SCAQMD). The reasons why this project cannot implement zero or near zero alternative fuel trucks as suggested by the commenter is explained in Response 7 in Letter C from the SCAQMD. It should be noted that several of the mitigation measures from the RFDEIR were modified in response to various comments by the SCAQMD, including AQ-1a for construction emissions and AQ-1j for long-term emissions by restricting refrigerated warehouse space and adding electric vehicle charging facilities (though not for trucks as outlined in SCAQMD Response 7).

**Response to Comment 2.** The commenter is incorrect, this specific project EIR is not responsible for evaluating the potential environmental impacts of all planned and approved warehousing in the entire southern California area. This project does not require a General Plan amendment or zone change, so the potential impacts of planned regional light industrial warehouse development in Riverside County was previously evaluated in the County's General Plan Environmental Impact Report. Similarly, regional impacts of industrial development in Southern California were evaluated in the EIR for the Regional Comprehensive Plan (RCP) and Regional Transportation Plan (RTP) prepared by the Southern California Association of Governments (SCAG). The RCP and RTP analyses, and the EIR evaluation for these plans, were based on the local land use plans outlined in the various municipal and County General Plans within the SCAG region, including Riverside County. The EIR for the proposed project correctly concentrates on potential impacts from this specific development in relation to surrounding land uses. In addition, the Original DEIR did examine potential cumulative impacts of the project, and this Revised Project would have equivalent or less project and cumulative impacts compared to the Original Project.

**Response to Comment 3.** The commenter is incorrect, the RFDEIR does comply with the requirements of CEQA and does identify the potential environmental impacts of the proposed project. A number of mitigation measures were modified to respond to comments by the SCAQMD, and the reader is encouraged to see those proposed changes in the responses to Letter C as well as listed in Section 3, *EIR Errata and Additions*. The County believes this analysis and the proposed changes to the project mitigation measures meet the requirements of CEQA for this project.

The commenter also requested a 14-day notice of public hearings on this project. In this case, the County Planning Commission will hear the project, currently scheduled for February 17, and will follow legally established notification procedures for the project under its planning development review procedures and CEQA as appropriate.

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## 2.13 LETTER K: MARCH JOINT POWERS AUTHORITY



October 19, 2015

Attn: Matt Straite  
Riverside County Planning Department  
4080 Lemon Street, 12<sup>th</sup> Floor  
Riverside, CA. 92501

**LETTER K**

**RE: Alessandro Commerce Center Draft Environmental Impact Report (SCH# 2008061136)**

Dear Mr. Straite,

Thank you for including the March Joint Powers Authority (MJPA) in the circulation of the latest Revised Focused Draft Environmental Impact Report - SCH# 2008061136 (RDEIR). As acknowledged within the RDEIR, the MJPA is the owner of properties abutting the Project site to the westerly, southerly and easterly property lines. As the Project includes certain street, drainage and grading improvements that will directly impact approximately 4 - 5 acres of MJPA properties, our agency will have some discretionary authority over portions of the Project subsequent to the County's overall entitlement action. As such, the RDEIR correctly acknowledges that MJPA is a Responsible Agency pursuant to Public Resources Code, section 21069. Therefore, we submit this letter as a Responsible Agency, and respectfully request that the RDEIR be revised to address the following issues of concern.

On June 17, 2015, MJPA executed the attached Memorandum of Understanding (MOU) with the Project Applicant, Amstar-20, LLC. The MOU outlined the rights and responsibilities of the parties related to the design, environmental review and regulatory permitting of the Project as it relates to impacts on MJPA properties. Of importance, the MOU required that the Applicant coordinate closely with the County to ensure that the RDEIR fully address the following areas of environmental concerns on MJPA properties: Land Use; Aesthetics; Biological Resources; Air Quality; Cultural Resources; Hazards & Hazardous Materials; Hydrology/Water Quality; Geology/Soils; Noise; Utilities and Service Systems. Moreover, because the impacted MJPA properties are subject to terms of a settlement agreement with CBD, in the case titled Center for Biological Diversity v Jim Bartel, et. al. (S.D. Cal. No. 09-cv-1864-JAH-POR), we emphasized the need for the RDEIR to address how the Project will uphold the terms of the settlement agreement.

At this time, MJPA finds that the Project RDEIR does not adequately analyze, discuss or mitigate Project impacts on MJPA properties. More importantly, it is not clear how the Project is consistent with the above mentioned settlement agreement. It is also noted that the County is imposing certain mitigation measures on MJPA properties, which we respectfully request be



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corrected through the incorporation of the following proposed comments and mitigation measures as they relate to MJPA land. Thank you for your attention to these matters. If you have any questions regarding this communication you may reach me by email at [williams@marchjpa.com](mailto:williams@marchjpa.com), or by phone at (951) 656-7000.

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1. Land Use

CEQA requires that the environmental study for this project identifies how it would “affect land use within a city sphere of influence and/or within adjacent city or county boundaries”. The Project includes grading and street improvements along the westerly and easterly Property boundaries that encroach upon neighboring properties, belonging to the March Joint Powers Authority. Project impacts within the MJPA’s jurisdiction equate to approximately 5-acres of land, to support the proposed Project access and needed drainage facilities to support the Project’s needs. The RDEIR must include a more thorough discussion of off-site areas impacted by the Project, as it relates to the MJPA’s General Plan and long-term Transportation and Drainage Plans. It is not clear from the RDEIR how the proposed Project improvements on MJPA properties are consistent with the overall buildout plans for MJPA. Moreover, there are no discussions as to the consistency of the proposed Project to MJPA’s General Plan designations for impacted properties. Please also note that Cactus Avenue is a Major Arterial (110’ R.O.W.) within MJPA’s jurisdiction. Please note how the Project design allows for consistency with the future construction of Cactus Avenue.

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2. Aesthetics

The proposed Project elevations have varied from the prior EIR, with the current plans proposing an increase in structural heights. Furthermore, the Project would remove prominent rock outcroppings on MJPA properties, thereby directly impacting views currently open to the public from neighboring properties to the south and east within MJPA’s jurisdiction. The RDEIR references residential uses within the City of Riverside’s jurisdiction, as well as the County of Riverside’s jurisdiction; however, it is not clear from the Project description how the project design will mitigate impacts to scenic resources (e.g. rock outcroppings) and aesthetic views from neighboring MJPA properties. As MJPA properties directly impacted by the Project were not included in the previous EIR analysis, we respectfully request that the Lead Agency provide such analysis in this RDEIR.

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The Project site is located within the March Air Reserve Base Airport Influence Area. It appears that the Project could create substantial light or glare associated with industrial and commercial uses that may impact surrounding properties, and the operations of the neighboring airport. Due to the proximity of the use to the airport, and its location within the airfield flight path, please provide the Part 77 determinations from the FAA as it relates to the newly proposed Project improvements on the Project site.

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### 3. Biological Resources

The Project site plan includes two to three acres of March JPA properties that are NOT subject to the provisions of the MSHCP. As such, it is important that this be clearly disclosed and potential biological impacts on the Project site and to the nearby March JPA properties be evaluated.

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### 4. Air Quality

Sub-item (f) regarding objectionable odors does not sufficiently identify why “temporary objectionable odors” resulting from construction activities are considered “less than significant”, or how these odors will be mitigated during the duration of construction activities. As such, this item must be further analyzed in the RDEIR.

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### 5. Cultural Resources

As it relates to MJPA properties, please incorporate the following mitigation measures.

- a) Prior to grading permit issuance, the Project Applicant shall contact the Pechanga Tribe to notify the Tribe of grading, excavation and the monitoring program, and to coordinate with the MJPA and the Tribe to develop a Cultural Resources Treatment and Monitoring Agreement. The Agreement shall address the treatment of known cultural resources, the designation, responsibilities, and participation of Native American Tribal monitors during grading, excavation and ground disturbing activities in native soils; Project grading and development scheduling; terms of compensation; and treatment and final disposition of any cultural resources, sacred sites, and human remains discovered on the site.
- b) Prior to grading permit issuance, the Project Archaeologist shall file a pre-grading report with the MJPA to document the proposed methodology for grading activity observation. Said methodology shall include the requirement for a qualified archaeological monitor to be present and to have the authority to stop and redirect grading activities. In accordance with the agreement required in the prior mitigation, the archaeological monitor’s authority to stop and redirect grading shall be exercised in consultation with the appropriate Tribe to evaluate the significance of any archaeological resources discovered on the property. Tribal monitors shall be allowed to monitor all grading, excavation and ground breaking activities in native soils, and shall also have the authority to stop and redirect grading activities in consultation with the Project archaeologist.
- c) The landowner shall relinquish ownership of all Native American cultural resources, including sacred items and burial goods that are found on the Project area to the appropriate Tribe for proper treatment and disposition.

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- d) All sacred sites, should they be encountered within the Project area, shall be avoided and preserved as the preferred mitigation, if feasible. If inadvertent discoveries of subsurface archaeological resources are discovered during grading, the Project Applicant, the Project Archaeologist, and the Tribe shall meet with the March JPA to assess the significance of such resources and shall meet and confer regarding the mitigation for such resources. If the Project Applicant and the Tribe cannot agree on the significance or the mitigation for such resources, the MJPA shall make the determination based on the provisions of the California Environmental Quality Act with respect to archaeological resources and shall take into account the religious beliefs, customs, and practices of the appropriate Tribe.
- e) If human remains are encountered, California Health and Safety Code Section 7050.5 requires that no further disturbance shall occur until the Riverside County Coroner has made the necessary findings as to origin. Further, pursuant to California Public Resources Code Section 5097.98(b) remains shall be left in place and free from disturbance until a final decision as to the treatment and disposition has been made. If the Riverside County Coroner determines the remains to be Native American, the Native American Heritage Commission shall be contacted within a reasonable timeframe. Subsequently, the Native American Heritage Commission shall identify the "most likely descendant." The most likely descendant shall then make recommendations, and engage in consultations concerning the treatment of the remains as provided in Public Resources Code 5097.98.

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6. Hazards & Hazardous Materials

Specific uses associated with the proposed Project may not be known at this time; however, the site is designated as Light Industrial. The evaluation under this section should identify impacts under the "worst case scenarios" as it relates to what is proposed in the Project, and what is allowed within the Project designation. Additionally, all storage of hazardous materials proposed in future uses shall be subject to the review of the March Air Reserve Base and Riverside County ALUC, due to the location of the site in the flight path.

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7. Hydrology/Water Quality

The Project drainage improvements encroach into neighboring properties belonging to the March Joint Powers Authority. The Project would require approximately 5-acres of property within the MJPA's jurisdiction to support the proposed Project access, as well as needed drainage facilities to support the Project's drainage needs. It appears that the Project would substantially alter the existing drainage pattern of the site and area. Two of the proposed drainage outlets are designed to direct flows into March JPA properties east of the Project site. Surface flows from Project facilities will ultimately be collected in an existing riparian area located in the March JPA. The Project will change existing natural features and develop a 54.4 acre business park development on vacant land. As such, the use may create and contribute runoff water that could exceed capacity of the existing storm-water drainage facilities in the

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March JPA. It is important that the RDEIR include the analysis of hydrology and water quality impacts to March JPA facilities. A study must be done to identify mitigation measures that will minimize these impacts to less than significant. For these reasons, the RDEIR should identify under subsections (a), (d), (g), and (h) that the Project may result in a "potentially significant impact". Nonetheless, the following mitigation measures must be incorporated within the RDEIR as it relates to Project components within MIPA jurisdictions:

- a) Prior to the issuance of County grading permits, Applicant shall obtain approval from MIPA of proposed off-site street, grading and drainage improvements on MIPA properties. Applicant shall further provide assurances to the County, in the form of a separate agreement with MIPA that proposed improvements on MIPA properties are designed consistent with the MIPA Development Code, regulations and legal requirements.
- b) Prior to the issuance of County grading permits, Applicant shall provide MIPA and County Planning with an approved maintenance plan, along with an executed Maintenance Agreement for proposed on-site and off-site Storm Water Improvements and Street Improvements on and along MIPA properties.

#### 8. Geology/Soils

The following mitigation measures must be incorporated within the RDEIR as it relates to Project components within MIPA jurisdiction:

- a) Prior to the issuance of County grading permits, Applicant shall obtain approval from MIPA of proposed off-site street, grading and drainage improvements on MIPA properties.
- b) Prior to the issuance of County grading permits, Applicant shall provide MIPA and County Planning with an approved maintenance plan, along with an executed Maintenance Agreement for proposed on-site and off-site Storm Water Improvements and Street Improvements on and along MIPA properties.
- c) Prior to the issuance of County grading permits, all grading on and around MIPA properties shall be performed in accordance with the grading guidelines outlined in the March JPA Development Code.
- d) Prior to the issuance of County grading permits, all final engineering and grading plans on and around MIPA properties shall comply with an approved geotechnical report by MIPA. Approval of a Preliminary Geotechnical Investigation by the County of Riverside does not constitute approval upon MIPA properties, unless otherwise stated by MIPA's Civil Engineer.

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- e) All future development shall use proper erosion control measures during and following construction, as determined through a SWPPP and approved Water Quality Management Plan.
- f) Revegetate graded area within March JPA with native plants compatible to the area to prevent erosion.

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## 9. Noise

The Project site is located within the March Air Reserve Base Airport Influence Area. Due to the proximity of the use to the airport and its location within the airfield flight path, the Project would likely expose people working on the Project site to excessive noise levels. The site is also less than 2000 feet west of the I-215 Freeway and railroad track. Noise is a factor in this area. For these reasons, it is important that the issue of Noise be thoroughly analyzed by conducting appropriate noise studies and identifying mitigation measures in the RDEIR that will minimize impacts, if possible to a level of less than significant.

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## 10. Utilities and Service Systems

As there are direct Project impacts to nearby MJPA properties, please incorporate the following mitigation measures:

- a) Prior to the issuance of County grading permits, Applicant shall obtain approval from MJPA of proposed off-site street, grading and drainage improvements on MJPA properties.
- b) Prior to the issuance of County grading permits, provide for the extension of utility infrastructure to serve the development, including over-sizing facilities for future needs for nearby MJPA properties.
- c) Prior to the issuance of County grading permits, proposed storm drain facilities on and along MJPA properties shall be designed in accordance with MJPA guidelines, and shall be approved by MJPA Civil Engineer prior to the issuance of any easements for the overall development. Storm facilities shall not negatively impact the nearby Meridian Business Center Ultimate Drainage Conditions drainage plan.
- d) Prior to the issuance of County grading permits, all storm drain and flood control facilities on and along MJPA properties shall be approved by MJPA Civil Engineer prior the issuance of any easements for the overall development.

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## 11. Transportation

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While this resource area was not specifically identified within the MJPA's MOU with the Applicant, the following comments are provided as the RDEIR currently lacks thorough discussions of off-site areas impacted by the Project, as it relates to the MJPA's General Plan and long-term Transportation Plans. As previously mentioned, it is not clear from the RDEIR how the proposed Project improvements on MJPA properties are consistent with the overall buildout plans for MJPA. Moreover, there are no discussions as to the consistency of the proposed Project to MJPA's General Plan designations for impacted properties. Please also note that Cactus Avenue is a Major Arterial (110' R.O.W.) within MJPA's jurisdiction. Please note how the Project design allows for consistency with the future construction of Cactus Avenue.

In addition to the aforementioned comment, the revised plan for the site results in a substantial reduction of traffic generated by the Revised Project. In essence, higher traffic generating land uses, office and land use, are no longer proposed, and only warehouse uses are now proposed. While the share of trucks will increase with these land uses, even when accounting for the larger footprint of trucks, the project would generate only one-fifth as many passenger car equivalents (PCEs) as the former project. During the critical morning and afternoon peak hours, the Revised Project will generate somewhat less than one-fifth as many PCEs compared to the Original Project.

In view of the substantial reductions in project trip generation, the Revised DEIR's conclusion that the project impacts will be less than significant appears reasonable. Nonetheless, there may have been substantial changes in background (non-project) traffic since the original traffic study was done in 2007, and it would be useful to collect new peak hour traffic data to enable a comparison between 2007 and 2015 traffic conditions at the five existing study intersections. This comparison would allow assessment of the nature and extent of changes to background traffic that is not possible with the data presented in the RDEIR. Moreover, basing an environmental document on traffic counts that eight or more years old appears problematic to us: most jurisdictions, particularly growing jurisdictions, require newer counts, typically less than two years old at the time of the Notice of Preparation.

Page 4-88 of the RDEIR noted that "out of an abundance of caution, the Revised Project will provide similar mitigation as outlined for the Original Project unless a new traffic study is prepared to better identify specific impacts and mitigation measures for the Revised Project." The mitigation measures developed for the Original Project include improvements to the San Gregorio-Brown Street/Alessandro Boulevard intersection, and developing adjacent streets (i.e., Brown Street and Alessandro Boulevard) to their ultimate planned cross-sections on the project side. The project will also pay the County of Riverside's Traffic Uniform Mitigation Fee (TUMF).

Since the TUMF program charges fees based on vehicle trips generated, the Revised Project will pay lower fees as compared to the Original Project. The reduction in TUMF revenue should be calculated, and noted in the RDEIR. While it is reasonable to assume that the physical mitigation measures may be sufficient, as they were developed for the more intensive Original Project, this cannot be ascertained without a new Level of Service Analysis based on more recent traffic counts. Again, as noted above, MJPA believes it would be useful to collect 2015 traffic counts to assess whether or not the mitigation is fully appropriate given current traffic



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patterns.

As previously stated on Page 1 of this letter, MJPA appreciates the opportunity to comment on this very important RDEIR document. At this time, MJPA finds that the Project RDEIR does not adequately analyze, discuss or mitigate Project impacts on MJPA properties. We respectfully request that the County provide the additional requested information within the RDEIR, and update proposed mitigation measures as it relates to MJPA properties. Thank you for your attention to these matters. If you have any questions regarding this communication you may reach me by email at [williams@marchjpa.com](mailto:williams@marchjpa.com), or by phone at (951) 656-7000.

Kind Regards,



Grace I. Williams  
Principal Planner

Attachment:  
Amstar and Authority Memorandum of Understanding

Cc: Lori Stone, Executive Director  
Danielle Wheeler, Assistant Director  
Dan Fairbanks, Planning Director  
Michelle Ouellette, Best Best & Krieger  
Tom Simmons, AMSTAR Representative

### 2.13.1 Responses to Letter K

#### MARCH JOINT POWERS AUTHORITY

**Response to Comment 1.** The March Joint Powers Authority (MJPA) has requested additional documentation in the RFDEIR regarding impacts to the adjacent MJPA property and any future discretionary reviews or approvals the project would need from MJPA to be implemented. The project will coordinate grading, road, and drainage improvements for that portion of Brown Street and adjacent MJPA land necessary to install the Brown Street improvements, including downstream erosion control and water quality improvements as needed. The following responses address comments by MJPA on specific topics or sections of the RFDEIR.

**Response to Comment 2.** With the additional text and information provided in these responses to MJPA comments, the project EIR meets the requirements of CEQA and further clarifies the project's relationship to MJPA and its adjacent property.

**Response to Comment 3.** The following changes are being made to Section 4.9, *Land Use and Planning*, in the RFDEIR to address comments by MJPA regarding land use impacts (deleted text is shown in strikeout format, added text is underlined):

#### 4.9 Land Use and Planning (RFDEIR page 4-63)

(3<sup>rd</sup> paragraph) The MJPA land east of and immediately adjacent to the eastern boundary of the MJPA Brown Street right-of-way has been set aside as permanent habitat preservation and is referred to as the Private Conservation Lands in this document. All of the MJPA land surrounding the project site is covered by the MJPA General Plan and long-term transportation and drainage plans. MJPA has 453 acres further east of the project site that is planned for light industrial development, similar to the Meridian Business Park project a quarter mile southeast of the project site south of Alessandro Boulevard (off of Meridian Parkway). The MJPA General Plan shows Cactus Avenue is to be extended as a Major Arterial (110-foot right-of-way) from Meridian Parkway west to a point south of the project site, and Brown Street may eventually be extended south to tie into this future extension of Cactus Avenue. Future development within MJPA that requires these road extensions will prepare separate traffic and CEQA compliance documents to process this development. Based on the federal "Portrero" court decision and subsequent 2012 Settlement Agreement<sup>1</sup>, the MJPA land adjacent to the project site (immediately east of Brown Street and to the south and southwest) is planned to remain as open space and habitat for the Stephens' kangaroo rat (SKR) the foreseeable future.

**Impact LUP-2 Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the Project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect? (RFDEIR page 4-64)**

The Project site is within an unincorporated area in the County of Riverside, and therefore, it is subject to the County's General Plan goals and policies. The site is designated as Light Industrial (LI) under the foundation component of Community Development in the General Plan. This designation allows for a variety of uses including industrial, manufacturing, service, and commercial. The Revised Project is

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<sup>1</sup> Settlement Agreement between the Center for Biological Diversity, San Bernardino Valley Audubon Society, MJPA, and LNR Riverside LLC

consistent with the existing General Plan (Light Industrial or LI) and zoning classifications of the site (Industrial Park or IP).

Based on information in the MJPA General Plan, the Revised Project proposes light industrial uses that would likely be similar to light industrial uses that would eventually be constructed on MJPA land east of the project site. Future development on the MJPA land east of the project site would also require future traffic and other studies as part of a project-specific CEQA process, including extension of Cactus Avenue and Brown Street. In addition, information presented in Section 4.4 of this RFDEIR on biological resources concludes that development of the Revised Project as proposed, with implementation of the proposed mitigation measures (as revised in this FEIR document) will not result in significant land use or planning impacts to MJPA and its property surrounding the project site, including future light industrial uses and open space/habitat land.

The following table evaluates the proposed project relative to specific policies in the MJPA General Plan, and demonstrates the project, with proposed mitigation as modified in this Final EIR, will reduce potential impacts to MJPA General Plan consistency to less than significant levels:

**MARCH JPA GENERAL PLAN GOALS AND PROJECT CONSISTENCY ANALYSIS**

<b><u>GOALS</u></b>		<b><u>ANALYSIS</u></b>
<b><u>LAND USE</u></b>		
<b><u>1</u></b>	<u>Land Use Plan provides for a balanced mix of land uses that contribute to the regional setting, can capitalize on the assets of the Planning Area, while insuring compatibility throughout the Planning Area and with regional plans.</u>	<b><u>Consistent:</u></b> <u>Development of the Project would occur in a logical pattern of growth, compatible with adjacent land uses and regional plans. Consistent with the goals and Policy of the MJPA, the Project would provide a large employment center in a portion of the County that is largely residential. This would improve the balance of population and employment in the Project vicinity, providing an opportunity for residents to work locally, rather than commute to surrounding areas throughout the region.</u>
<b><u>2</u></b>	<u>Locate land uses to minimize land use conflict or creating competing land uses, and achieve maximum land use compatibility while improving or maintaining the desired integrity of the Planning Area and sub-region</u>	<b><u>Consistent:</u></b> <u>The Project site abuts MJPA properties to the north, west and east. The MJPA's General Plan designates neighboring properties as Business Park to the west and south of the Project site, and Industrial to the east of the Project site. The proposed Industrial Project includes improvements that are compatible with the MJPA's General Plan designations for the surrounding area. However, it should be noted that surrounding MJPA properties are encumbered by development restrictions under a 2012 Settlement Agreement between the Center for Biological Diversity, San Bernardino Valley Audubon Society, MJPA and LNR Riverside LLC. At this time, the Agreement restricts certain improvements on and along MJPA</u>

		<u>properties that abut the Project site. While Project street, grading and drainage improvements would directly impact MJPA properties to the east, these improvements will remain within allowed limits as outlined within Exhibit A of the Settlement Agreement. Moreover, Project improvements are required to limit and/or prohibit public access to surrounding conservation areas.</u>
<u>3</u>	<u>Manage growth and development to avoid adverse environmental and fiscal effects.</u>	<b><u>Consistent:</u></b> <u>Development of the Project would proceed only if the necessary infrastructure and services can be provided. Mitigation Measure HWQ-1d requires a maintenance agreement or agreements to address impacted MJPA properties.</u>
<u>4</u>	<u>Develop an identity and foster quality development within the Planning Area.</u>	<b><u>Consistent:</u></b> <u>The development is outside of the limits of the March Business Center, however, the project provides building, landscaping, lighting and parking siting; building color selections and overall architectural design that are generally consistent with the requirements of the March Business Center project.</u>
<u>5</u>	<u>Maximize and enhance the tax base and generation of jobs through new, reuse and joint use opportunities.</u>	<b><u>Consistent:</u></b> <u>The proposed land uses would continue to stimulate the creation of a major employment center. As such, it would provide a substantial enhancement to the tax base.</u>
<u>6</u>	<u>Support the continued Military Mission of March Air Reserve Base, and preservation of the airfield from incompatible land use encroachment.</u>	<b><u>Consistent:</u></b> <u>The project is designed to incorporate appropriate uses within the development-limited areas as defined in the Air Installation Compatible Use Zone (AICUZ) Study done in 2005, and is consistent with the Joint Land Use Study (i.e., FAA Forms 7460-1 and 7460-2).</u>
<u>7</u>	<u>Maximize the development potential as a regional Intermodal Transportation facility to support both passenger and freight-related air services</u>	<b><u>Not Applicable:</u></b> <u>The proposed project is a business/industrial park, not a regional Intermodal Transportation facility.</u>



<p><b>8</b></p>	<p><u>Preserve the natural beauty, minimize degradation of the March JPA Planning Area, and provide enhancement of environmental resources and scenic vistas.</u></p>	<p><b><u>Consistent:</u></b> <i>The project provides mitigation for impacts to riparian areas, jurisdictional waters of the U.S./State waters, LBV and Stephens Kangaroo Rat (SKR). The mitigation includes a 200-foot wide open space/conservation easement established along the western portion of the site. All newly created and existing adjacent habitat will be overlaid with a conservation easement for management and monitoring in perpetuity, including special treatments for buffer areas along MJPA properties that would ensure protection of MJPA Conservation Areas. These buffer area requirements will be specified as conditions for the Brown Street easement(s) from MJPA as appropriate.</i></p>
<p><b>9</b></p>	<p><u>Preserve the integrity of the historic and cultural resources of the Planning Area and provide for their enhancement.</u></p>	<p><b><u>Consistent:</u></b> <i>The RDEIR outlines potential impacts and recommends mitigation relative to cultural resources consistent with local Native American recommendations (see Mitigation Measures CR-2a through CR-2g and CR-4a as modified in FEIR Letter D) including on the adjacent MJPA property.</i></p>
<p><b>10</b></p>	<p><u>Avoid undue burdening of infrastructure, public facilities, and services by requiring new development to contribute to the improvement and development of the March JPA Planning Area.</u></p>	<p><b><u>Consistent:</u></b> <i>The project is constructing the entire width of Brown Street adjacent to the project site, including MJPA property, and associated drainage improvements at no capital cost to MJPA. The developer will also establish maintenance agreements for planned improvements to minimize costs to MJPA.</i></p>
<p><b>11</b></p>	<p><u>Plan for the location of convenient and adequate public services to serve the existing and future development of March JPA Planning Area.</u></p>	<p><b><u>Consistent:</u></b> <i>All public facility connections are located adjacent to the site, and adequate capacity has been deemed available by the responsive agencies. Service facility letters were obtained from these agencies and their comments/recommendations have been incorporated into the project accordingly. Providing services to the Project site is not expected to inhibit or restrict future services to any development within the adjacent MJPA property.</i></p>

<b><u>12</u></b>	<u>Ensure, plan, and provide adequate infrastructure for all facility reuse and new development, including but not limited to, integrated infrastructure planning, financing and implementation.</u>	<b><u>Consistent:</u></b> <u>Development of the project would proceed only with required infrastructure and services. The developer will establish maintenance agreements for planned improvements to minimize costs to MJPA. Providing utility connections and services to the Project site is not expected to inhibit or restrict future services to any development within the adjacent MJPA property.</u>
<b><u>13</u></b>	<u>Secure adequate water supply system capable of meeting normal and emergency demands for existing and future land uses.</u>	<b><u>Consistent:</u></b> <u>As described in RFDEIR for the project, the existing water supply provider and system will have sufficient capacity to accommodate projected normal and emergency needs.</u>
<b><u>14</u></b>	<u>Establish, extend, maintain and finance a safe and efficient wastewater collection, treatment and disposal system, which maximizes treatment and water recharges, minimizes water use, and prevents groundwater contamination.</u>	<b><u>Consistent:</u></b> <u>As described within the RDEIR, this project would provide the necessary conveyance and treatment facilities to achieve this goal.</u>
<b><u>15</u></b>	<u>In compliance with state law, ensure solid waste collection, siting and construction of transfer and/or disposal facilities, operation of waste reduction and recycling programs, and household hazardous waste disposal programs and education are consistent with the County Solid Waste Management Plan.</u>	<b><u>Consistent:</u></b> <u>The project would comply with the requirements of the County of Riverside's Source Reduction and Recycling Element (SRRE).</u>
<b><u>16</u></b>	<u>Adequate supplies of natural gas and electricity from utility purveyors and the availability of communications services shall be provided within the March JPA Planning Area.</u>	<b><u>Consistent:</u></b> <u>All public facility connections are located adjacent to the site, and adequate capacity has been deemed available by the responsive agencies. Service facility letters were obtained from these agencies and their comments/recommendations have been incorporated into the project accordingly. Providing utility connections and public services to the Project site is not expected to inhibit or restrict future services to any development within the adjacent MJPA property.</u>

<b>17</b>	<p><u>Adequate flood control facilities shall be provided prior to, and concurrent with, development in order to protect the lives and property within the March JPA Planning Area.</u></p>	<p><b><u>Consistent:</u></b> <i>The RFDEIR and this Final EIR describe how drainage on the project site and the adjacent MJPA property will be accommodated by the proposed improvements within the Brown Street right-of-way. These improvements will effectively protect the neighboring MJPA property.</i></p>
<b><u>TRANSPORTATION</u></b>		
<b>1</b>	<p><u>Establish and provide for a comprehensive transportation system that captures the assets and opportunities of the planning area, existing transportation facilities, and planned transportation facilities for the future growth and development of the planning area and sub-region.</u></p>	<p><b><u>Consistent:</u></b> <i>The project site is located north of Cactus Avenue, which is designated as a Major Arterial under the March JPA General Plan. Within this designation, Cactus Avenue would provide an 86-foot wide roadway within a 110-foot Right of Way to provide two lanes in an east-west direction, and a Class II commuter serving bike lane if curbside parking is restricted. It is unknown at this time when neighboring March JPA properties will be developed, or when Cactus Avenue improvements will be implemented. Nonetheless, to ensure a future connection to Alessandro Boulevard through Brown Street, the Project will install an Industrial Collector road pursuant to County standards that will terminate at the existing unimproved Cactus Avenue as a cul-de-sac. A connection to Cactus Avenue is not needed for this Project, and at this time, public access to Cactus Avenue is restricted pursuant to a 2012 Settlement Agreement between the Center of Biological Diversity, San Bernardino Audubon Society, March JPA and LNR Riverside LLC. As such, a future connection between Brown Street and Cactus Avenue will be analyzed as part of future entitlements for neighboring parcels, and any future Agreement modification between the aforementioned parties. The project site is located less than half a mile west of the Burlington Northern Santa Fe (BNSF) rail line and RCTC Metrolink station, providing access to existing transportation facilities for rail service that is convenient for future industrial tenants in the area. The Metrolink Station that is also a half mile east of the Project site will provide an alternative transportation service for future project employees.</i></p>

<b><u>2</u></b>	<u>Build and maintain a transportation system which capitalizes on the multi-faceted elements of transportation planning and systems, designed to meet the needs of the planning area, while minimizing negative effects on air quality, the environment and adjacent land uses and jurisdictions.</u>	<b><u>Consistent:</u></b> <u>This project would accommodate local transit service, bicycle lanes, and pedestrian facilities.</u>
<b><u>3</u></b>	<u>Develop a transportation system that is safe, convenient, efficient, and provides adequate capacity to meet local and regional demands.</u>	<b><u>Consistent:</u></b> <u>This project would provide an internal street network and provide transportation capacity improvements to existing facilities off-site based on future demand. Transportation improvements would be constructed based on planned development and projected background traffic growth.</u>
<b><u>4</u></b>	<u>Provide a balanced transportation system that ensures the safe and efficient movement of people and goods throughout the planning area, while minimizing the use of land for transportation facilities</u>	<b><u>Consistent:</u></b> <u>Project internal streets are sized to accommodate projected future traffic in an efficient manner.</u>
<b><u>5</u></b>	<u>Plan and encourage land use patterns and designs, which enhance opportunities for non-vehicular circulation and improve trip reduction strategies.</u>	<b><u>Consistent:</u></b> <u>Site plans for individual buildings shall be reviewed to ensure that pedestrian, bicycle and transit access is facilitated.</u>
<b><u>6</u></b>	<u>Establish vehicular access control policies in order to maintain and insure the effectiveness and capacity of arterial roadways.</u>	<b><u>Consistent:</u></b> <u>Consistent with MJPA Transportation Policies, the Project internal roadways would be designed in accordance with the "County Road Improvement Standards and Specifications," published by the County of Riverside, and take into account additional landscaping requirements established in the Riverside County Integrated Plan County standards limit intersection intervals on arterial roadways.</u>
<b><u>7</u></b>	<u>Facilitate and develop transportation demand management and transportation systems management programs, and use of alternate transportation modes.</u>	<b><u>Consistent:</u></b> <u>The project will be a half mile west of a new Metrolink station and is adjacent to Alessandro Boulevard which has local bus service. The site could also be accessed by pedestrians and bicyclists via Alessandro Boulevard.</u>

<b><u>8</u></b>	<u>Adequate, affordable, equitably distributed and energy efficient public and mass transit services which promote the mobility to, from, and within the planning area shall be provided.</u>	<b><u>Consistent:</u></b> <u>The project area will have both local transit service and inter-city passenger rail service. The local transit system of bus stops and bus shelters would be approved by the Riverside Transit Agency (RTA).</u>
<b><u>9</u></b>	<u>Develop measures which will reduce the number of vehicle-miles traveled during peak travel periods.</u>	<b><u>Consistent:</u></b> <u>This project improves the jobs/housing balance in western Riverside County by providing an employment center in an area that is largely residential. This would provide an opportunity for residents to work locally, rather than commute to Los Angeles or Orange Counties. Jobs/housing balance would help reduce vehicle miles of travel.</u>
<b><u>10</u></b>	<u>Regulate the travel of trucks on March JPA Planning Area streets.</u>	<b><u>Consistent:</u></b> <u>Not Applicable. The project does not propose the travel of trucks on March JPA Planning Area streets.</u>
<b><u>11</u></b>	<u>Adequate off-street parking for all land uses shall be provided which requires adequate on-site parking to prevent spill over on the adjacent street system.</u>	<b><u>Consistent:</u></b> <u>The Project will provide all required off-street parking per the County's Development Code requirements.</u>
<b><u>12</u></b>	<u>Plan for and seek to establish and area-wide system of bicycling trails, with linkages within the planning area and with adjacent jurisdictions, and in compliance with sub-regional plans.</u>	<b><u>Consistent:</u></b> <u>The project will provide pedestrian and bicycle improvements as required by the County, and Alessandro Boulevard provides pedestrian and bicycle access to the surrounding area.</u>
<b><u>13</u></b>	<u>Promote, preserve and protect the joint use of the aviation field by the Air Force Reserves and civilian aviation.</u>	<b><u>Not Applicable:</u></b> <u>The proposed project is not an aviation field, nor does it require the use of an aviation field.</u>
<b><u>14</u></b>	<u>Goods movement through the San Jacinto Rail Branch line shall be capitalized.</u>	<b><u>Consistent:</u></b> <u>The project is less than half a mile west of an existing BNSF railway line. However, the Project as proposed is not expected to directly utilize rail service.</u>
<b><u>15</u></b>	<u>In accordance with state and federal law, promote and provide mobility for the disabled.</u>	<b><u>Consistent:</u></b> <u>Development plans and public improvement plans shall take into account the accessibility requirements of the Americans with Disability Act (ADA).</u>



<b><u>NOISE</u></b>		
<b><u>1</u></b>	<u>Ensure that land uses are protected from excessive and unwanted noise.</u>	<b><u>Consistent:</u></b> <u>Project development shall be consistent with the land use limitations established in the AICUZ study and the Joint Land Use Study.</u>
<b><u>2</u></b>	<u>Minimize incompatible noise level exposures throughout the Planning Area, and where possible, mitigate the effect of noise incompatibilities to provide a safe and healthy environment.</u>	<b><u>Consistent:</u></b> <u>Project development shall be consistent with the land use limitations established in the AICUZ study and the Joint Land Use Study.</u>
<b><u>3</u></b>	<u>Work toward the reduction of noise impacts from vehicular traffic, and aviation and rail operations.</u>	<b><u>Consistent:</u></b> <u>The project shall implement the noise related mitigation established within the RDEIR.</u>
<b><u>AIR QUALITY</u></b>		
<b><u>1</u></b>	<u>Promote alternative modes of travel.</u>	<b><u>Consistent:</u></b> <u>This project will be a half mile west of a new Metrolink station and is adjacent to Alessandro Boulevard which has local bus service. The site could also be accessed by pedestrians and bicyclists via Alessandro Boulevard. Industrial uses with +250 employees may be required to provide a Transportation Demand Management Plan to the County.</u>
<b><u>2</u></b>	<u>Reduce emissions associated with vehicle miles traveled by enhancing the jobs/housing balance of the sub-region of western Riverside County.</u>	<b><u>Consistent:</u></b> <u>This Project improves the jobs/housing balance in western Riverside County by providing a large employment center in an area that is largely residential. This would provide an opportunity for residents to work locally, rather than commute to Los Angeles or Orange Counties. Jobs/housing balance would help reduce vehicle miles of travel, resulting in reduced emissions.</u>
<b><u>3</u></b>	<u>Reduce air pollution through proper land use, transportation and energy use planning.</u>	<b><u>Consistent:</u></b> <u>This project will be a half mile west of a new Metrolink station and is adjacent to Alessandro Boulevard which has local bus service. The site could also be accessed by pedestrians and bicyclists via Alessandro Boulevard. Industrial uses with +250 employees may be required to provide a Transportation Demand Management Plan to the County.</u>

<b><u>4</u></b>	<u>Pursue reduced emissions for stationary and mobile sources through the use and implementation of new and advancing technologies.</u>	<b><u>Consistent:</u></b> <i>Where feasible and appropriate, development of this project shall accommodate the use of advancing technologies, such as alternate fueled vehicles and other innovations that would provide air quality benefits.</i>
<b><u>5</u></b>	<u>Maximize the effectiveness of air quality control programs through coordination with other governmental entities.</u>	<b><u>Consistent:</u></b> <i>Development in this project would comply with the various mitigation measures for air quality which are generally consistent with Air Quality Goal 5 of the March JPA General Plan.</i>
<b><u>6</u></b>	<u>Reduce emissions associated with vehicle/engine use.</u>	<b><u>Consistent:</u></b> <i>This project improves the jobs/housing balance in western Riverside County by providing a large employment center in an area that is largely residential. This would provide an opportunity for residents to work locally, rather than commute to Los Angeles or Orange Counties. Jobs/housing balance would help reduce vehicle miles of travel.</i>
<b><u>7</u></b>	<u>Reduce emissions associated with energy consumption.</u>	<b><u>Consistent:</u></b> <i>Development in this project would exceed the current state Green Building Code requirements for energy conservation and so is generally consistent with the policies outlined in Air Quality Goal 7. In addition, this Project will meet the Leadership in Energy and Environmental Design (LEED) Silver requirements, including siting and building design.</i>
<b><u>8</u></b>	<u>Reduce air pollution emissions and impacts through siting and building design.</u>	<b><u>Consistent:</u></b> <i>This Project will meet the Leadership in Energy and Environmental Design (LEED) Silver requirements, including siting and building design, and so would be generally consistent with the policies outlined in Air Quality Goal 8.</i>
<b><u>9</u></b>	<u>Reduce fugitive dust and particulate matter emissions.</u>	<b><u>Consistent:</u></b> <i>Development in this project would comply with the various mitigation measures for air quality which are generally consistent with Air Quality Goal 9 of the March JPA General Plan.</i>
<b><u>RESOURCE MANAGEMENT</u></b>		
<b><u>1</u></b>	<u>Conserve and protect surface water, groundwater, and imported water</u>	<b><u>Consistent:</u></b> <i>The project would be constructed to minimize impacts to the existing drainage</i>

	<u>resources.</u>	<u>channels. The landscape plan includes drought tolerant plant materials. Irrigation would be moisture sensitive to limit irrigation during times of heavy rains.</u>
<b>2</b>	<u>Control flooding to reduce major losses of life and property.</u>	<b>Consistent:</b> <u>This project would provide a number of drainage facilities, including culverts, open channels, and retention basins, to control potential flooding impacts.</u>
<b>3</b>	<u>Conserve and protect significant land forms, important watershed areas, mineral resources and soil conditions.</u>	<b>Consistent:</b> <u>The RDEIR has been prepared to assess and, if appropriate, mitigate project impacts on geology, soils, and hydrology.</u>
<b>4</b>	<u>Conserve energy resources through use of available energy technology and conservation practices.</u>	<b>Consistent:</b> <u>As appropriate, this project shall comply with applicable state and local regulations relating to energy conservation.</u>
<b>5</b>	<u>Conserve and protect significant stands of mature trees, native vegetation, and habitat within the planning area.</u>	<b>Consistent:</b> <u>The Project would protect and preserve areas of riparian habitat. This preservation area would include associated drainage channels and wetlands.</u>
<b>6</b>	<u>Provide an effective and efficient waste management system for solid and hazardous wastes that is financially and environmentally responsible.</u>	<b>Consistent:</b> <u>This Project shall comply with appropriate and applicable regulations and standards with respect to the management of solid and hazardous wastes.</u>
<b>7</b>	<u>Promote cultural awareness through preservation of the planning area's historic, archaeological and paleontological resources.</u>	<b>Consistent:</b> <u>The RDEIR outlines potential impacts and recommends mitigation relative to cultural resources consistent with local Native American recommendations including on the adjacent MJPA property (see Mitigation Measures CR-2a through CR-2g and CR-4a as modified in FEIR Letter D).</u>
<b>8</b>	<u>Develop and maintain recreational facilities as economically feasible, and that meet the needs of the community for recreational activities, relaxation and social interaction.</u>	<b>Not Applicable:</b> <u>Recreational facilities are not a part of this industrial development.</u>
<b>9</b>	<u>Create a network of open space areas and linkages throughout the Planning Area that serves to preserve natural resources, protect health and safety, contributes to the character of the community, provide active and passive</u>	<b>Consistent:</b> <u>The project provides a 200-foot wide buffer along the western boundary for habitat protection, which is contiguous with the existing habitat on the adjacent MJPA land to the southwest, south, and east. The project site will be separated from the habitat areas by</u>

	<u>recreational use, as well as visual and physical relief from urban development.</u>	<u>appropriate fencing to reduce impacts to biological resources and preclude human access.</u>
<b>10</b>	<u>Establish standards for scenic corridors, trails and vistas that contribute to the quality of the planning area.</u>	<b>Consistent:</b> <u>This project would provide landscaped lots adjacent to major arterial roadways and would provide additional landscaping within easements along internal streets adjacent to large industrial lots. Bicycle trails or improvements will be provided if required by County development guidelines.</u>
<b><u>SAFETY/RISK MANAGEMENT</u></b>		
<b>1</b>	<u>Minimize injury and loss of life, property damage, and other impacts caused by seismic shaking, fault rupture, ground failure, and landslides.</u>	<b>Consistent:</b> <u>A geological reconnaissance was conducted for the Project property in 2007 (Leighton, Original DEIR Appendix E) which revealed that there are no active or inactive faults crossing the Project property and that the property is suitable for development. Review of the Project geotechnical site data indicates the adjacent MJPA land has similar conditions.</u>
<b>2</b>	<u>Minimize grading and otherwise changing the natural topography, while protecting the public safety and property from geologic hazards.</u>	<b>Consistent:</b> <u>Grading within this project is designed to minimize impacts to the existing topography. The project would incorporate grading development standards and recommendations, which would minimize any potential geotechnical and site development constraints that occur on-site.</u>
<b>3</b>	<u>Minimize injury, loss of life, property damage, and economic and social disruption caused by flood hazards.</u>	<b>Consistent:</b> <u>This project would provide a number of drainage facilities, including culverts, open channels, and detention basins, to control potential flooding impacts.</u>
<b>4</b>	<u>Reduce threats to public safety and protect property from wildland and urban fire hazards.</u>	<b>Consistent:</b> <u>As appropriate, this project shall comply with applicable regulations and guidelines relating to brush management and fire protection services.</u>
<b>5</b>	<u>Reduce the potential for hazardous material exposure or contamination in the Planning Area.</u>	<b>Consistent:</b> <u>To the extent that it is appropriate, this project shall comply with regulations and guidelines relating to hazardous material exposure/contamination.</u>
<b>6</b>	<u>Ensure to the fullest extent practical that, in the event of a major disaster, critical structures and facilities remain</u>	<b>Consistent:</b> <u>To the extent appropriate, this project shall comply with regulations and guidelines relating to the functionality of critical</u>

	<u>safe and functional.</u>	<u>structures in the event of a major disaster.</u>
<b>7</b>	<u>Reduce the possible risk of upset, injury and loss of life property damage, and other impacts associated with an aviation facility.</u>	<b>Consistent:</b> <u>The project shall be consistent with the 2005 AICUZ Study and the Joint Land Use Study.</u>
<b>8</b>	<u>Plan for emergency response and recovery from natural and urban disasters.</u>	<b>Consistent:</b> <u>The project shall comply with appropriate and applicable regulations and guidelines relating to emergency response and recovery from natural and urban disasters.</u>

As shown in the preceding table, the project, with implementation of the mitigation outlined in this FEIR, is consistent with applicable policies of the MJP General Plan. Therefore, similar to the Original Project, no significant land use or planning impacts are expected from implementation of the Revised Project, including the MJP Brown Street improvements, and no mitigation is required.

**Response to Comment 4.** The following changes are being made to Section 4.1, *Aesthetics*, in the RFDEIR to address comments by MJP regarding land use impacts (deleted text is shown in strikethrough format, added text is underlined):

**4.1 Aesthetics (RFDEIR pages 4-3 and 4-4)**

**Existing Conditions.** The project area is on a vacant property, in a foothill-valley transition area south of Sycamore Canyon. The project site shows evidence of high human disturbance, including illegal dumping. The project site is also located within the boundaries of the Lake Mathews/Woodcrest Area Plan, where policy direction is dictated by the County of Riverside General Plan. The project site is not subject to special lighting policies related to the protection of Mt. Palomar Observatory because it is not within 30 miles of the observatory. There are also no current sources of lighting within the project site. The only existing light in the area is along Alessandro Boulevard and existing residential homes on the western side of the project site.

The MJP property adjacent to the project site to the east, south, and southeast is similar in physical appearance to the project site with scattered exposed bedrock boulders (i.e., rock outcroppings) and disturbed grasslands that slope down to the north toward Alessandro Boulevard. This property currently provides passive recreation and open space resources for MJP.

**Impact AES-1 Have a substantial adverse effect on a scenic vista?**

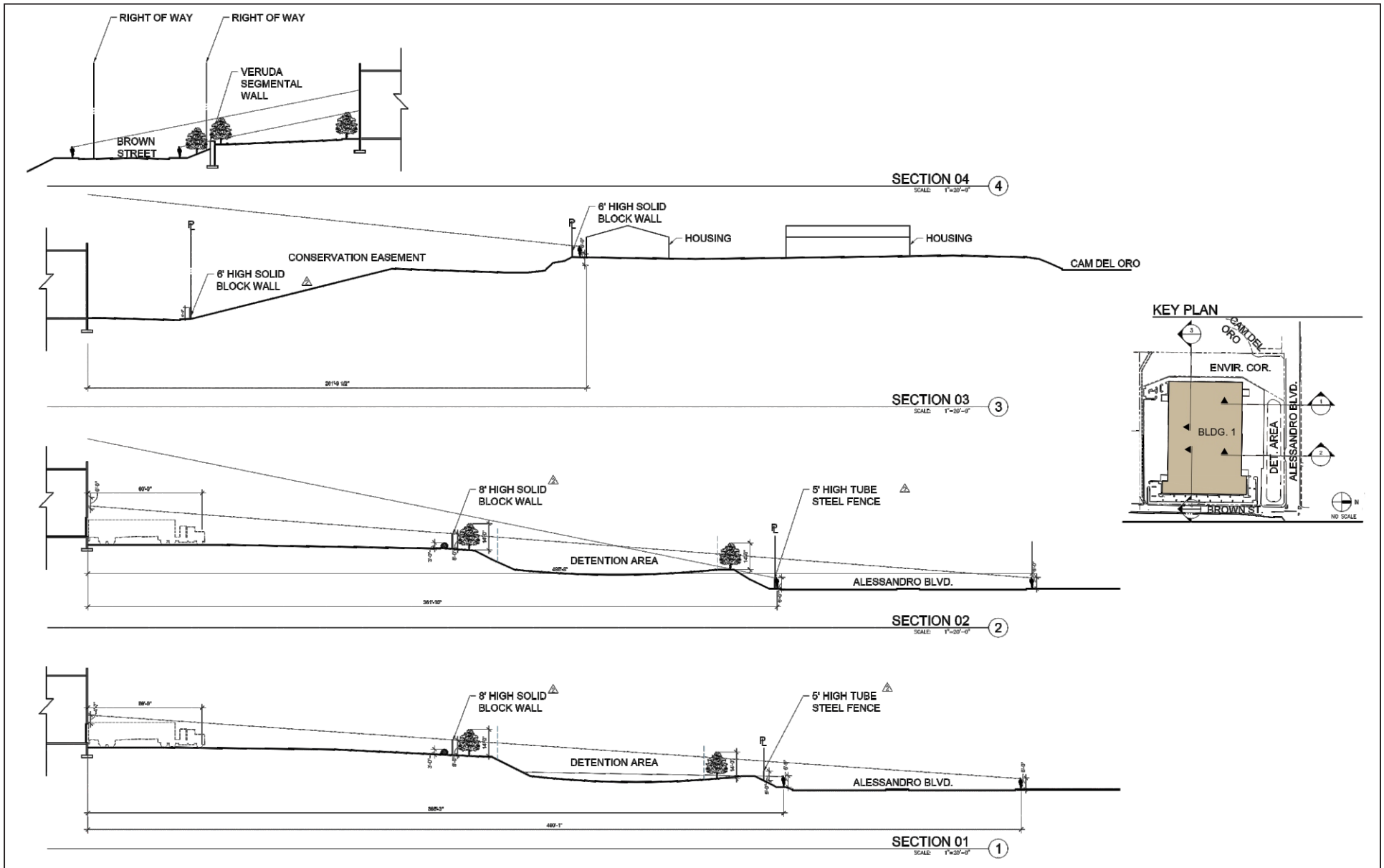
The County of Riverside General Plan does not identify any specific scenic vistas on the Project site. The site and existing residences do have views of the mountains to the north and northeast, especially in the higher elevations to the south. The primary scenic vistas visible from the Project site and surrounding land uses are Sycamore Canyon and Box Springs Mountain. However, as was determined in the Original EIR for the Original Project, the Revised Project is consistent with surrounding development, and the overall views of Sycamore Canyon and Box Springs Mountain from the surrounding area would not be marred, and therefore would not result in a significant impact. The proposed warehouse buildings on Lots 1 and 3 under the Revised Project will have a maximum height of 45 feet which is 11 feet higher than the buildings proposed under the Original Project, however, the new warehouse building would be set back



200 feet further to the east than the original buildings, reducing their potential to block views from the existing residences. Existing views to the east, toward the hills east of Moreno Valley, would be partially obscured by the placement of a 6-foot block wall along the top of slope east of the residences. This wall will block views of the new proposed buildings but will not block scenic views further to the north and northeast (see previous Figure 3-6b for an architectural rendering of Building 1 from the west (facing the residences), and the following Figure 4-4 for site lines and sections (top-most section shows the view from the existing residences). The attached Figures 4-4a and 4-4b also provide line-of-site views from the MJPA land to the east of the project.

Development of the Revised Project will modify views of the project site from the adjacent MJPA lands which are planned for open space/habitat immediately adjacent to the site and light industrial development further east along Meridian Parkway. Buildings proposed under the Revised Project will be incrementally taller than those proposed under the Original Project (45 vs. 34 feet max. height) consistent with the County's development guidelines for the "Light Industrial" zoning category. Grading of the project site will remove a number of existing rock outcroppings. Under the MJPA General Plan and long-term transportation and drainage plans, Cactus Avenue is eventually planned to be extended west of Meridian Parkway as a Major Arterial (110-foot right-of-way) and may eventually connect to a southerly extension of Brown Street (i.e., the eastern boundary of the Revised Project). Views of this area, both within County and MJPA jurisdiction, will change as the project site and planning development areas within MJPA transition to light industrial uses, while open space areas remain undeveloped as biological habitat.

While this does represent a change in the visual character of the area, it is anticipated. Thus, the Revised Project will not have a significant impact on scenic vistas, similar to the conclusion for the Original Project in the Original EIR.

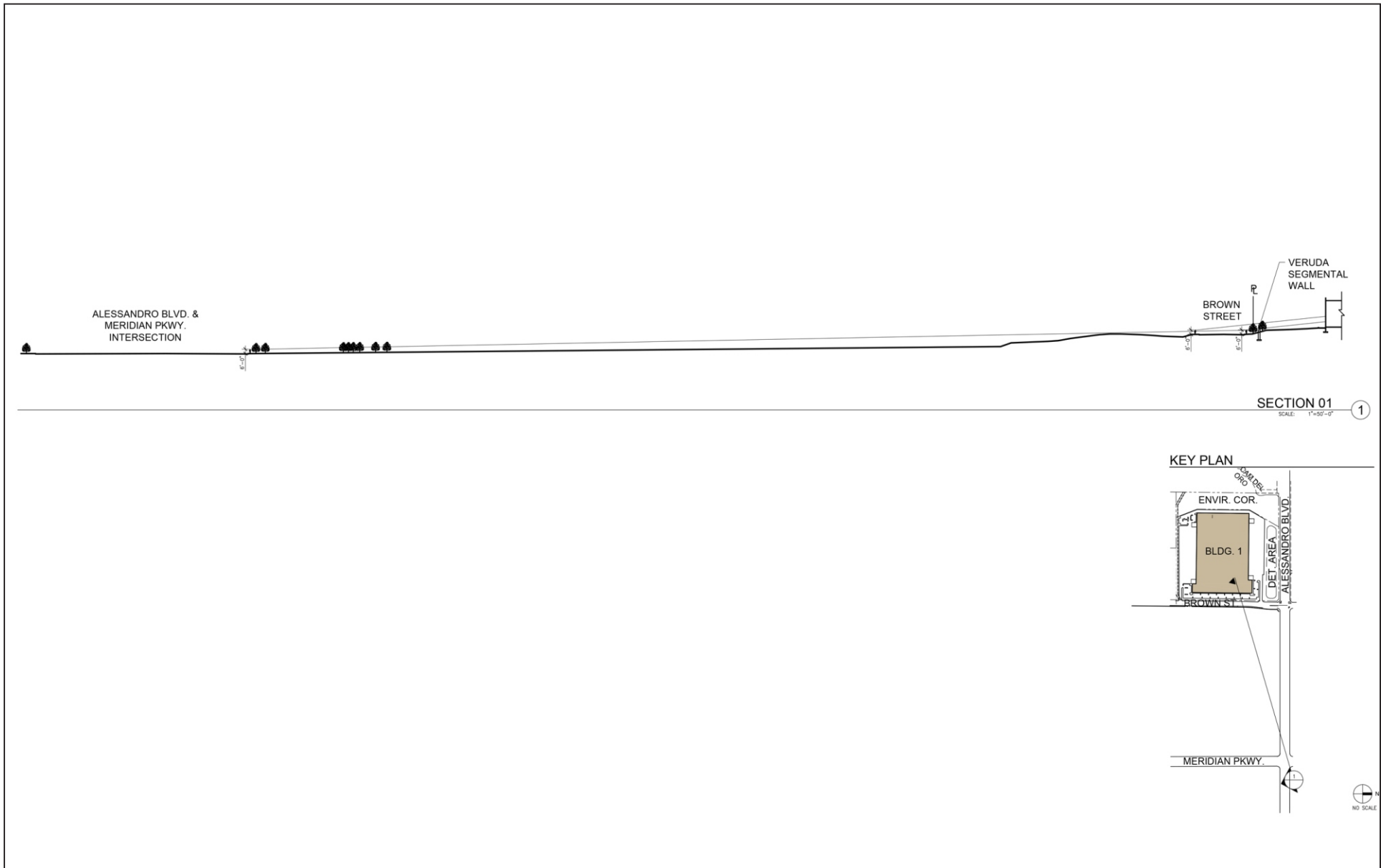


LSA

FIGURE 4-4a

*Alessandro Commerce Centre  
Environmental Impact Report*

Site Line (East - MJPA View)



LSA

FIGURE 4-4b

*Alessandro Commerce Centre  
Environmental Impact Report*

Site Lines and Site Sections

**Response to Comment 5.** The following changes are being made to Section 4.1, *Aesthetics*, in the RFDEIR to address comments by MJPA regarding land use impacts (deleted text is shown in strikeout format, added text is underlined). A mitigation measure has also been added specifically to respond to MJPA comments regarding potential light and glare impacts on March Air Reserve Base Airport operations:

#### **4.1 Aesthetics (RFDEIR pages 4-8)**

##### **Impact AES-4 Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?**

Development of the Revised Project will include the installation and operation of new lighting features (e.g., parking area lamps) that will increase light levels upon and in proximity to the Project site. However, these new sources of light are not expected to generate excessive or inordinate light spill or glare that could adversely affect daytime and/or nighttime views in the area. Moreover, the Revised Project will be required to comply with the County lighting ordinance, which will further mitigate potential light impacts. Accordingly, as was determined in the Original EIR for the Original Project, development of the Revised Project is not expected to produce significant lighting impacts that would adversely affect views.

As was the case with the Original Project, the Revised Project has the potential to impact the residential neighborhood to the west, by introducing light incursion and glare from the Revised Project's building and street/parking lights. As mentioned above, the Revised Project will be required to comply with County lighting ordinance, which will direct potential light and glare away from existing uses to the extent feasible. Although the new proposed warehouse buildings of the Revised Plan are larger and taller than the original commercial/office buildings in the Original Plan, the requirements of the private conservation easement will restrict onsite lighting especially for the larger warehouse building on Lot 1, so lighting impacts will likely be reduced from those identified in the Original EIR.

At this time it is not anticipated that the warehouse buildings will operate 24 hours a day, 7 days a week, but it is possible since the project is speculative and no specific building users have yet been identified. The west sides of the warehouse buildings (i.e., that face the existing residences) would in any event have security night lighting that will meet the County lighting requirements and will be directed toward the ground and/or away from neighboring residential uses. However, operation of either warehouse building on a 24/7 schedule would incrementally increase lighting impacts since loading docks could be utilized all night and onsite truck traffic may access the site all night.

The project site is located within the March Air Reserve Base Airport (MARBA) Influence Area. The proposed warehouse development will increase the amount of reflective surfaces and ambient nighttime light levels in the area. It is possible these new uses and activity could result in light or glare impacts on MARBA operations. Therefore, the following measure is proposed to minimize potential light and glare impacts on MARBA activities:

**AE-4a** Prior to issuance of a building permit, the developer shall demonstrate to MJPA and the County that it has submitted and successfully processed a Form 7460 through and received a positive Part 77 determination from the Federal Aviation Administration (FAA) for the project buildings to preclude light and glare impacts on March Air Reserve Base Airport operations.

Accordingly, Based on this information, and as was determined in the Original EIR for the Original Project, development of the Revised Project is not expected to expose residential property to unacceptable light levels. Therefore, construction and operation of Brown Street and related drainage improvements will not create any significant aesthetic impacts that were not identified in the Original EIR.

**Response to Comment 6.** The following changes are being made to Section 4.4, *Biological Resources*, in the RFDEIR to address comments by MJPA regarding its adjacent habitat land (deleted text is shown in strikethrough format, added text is underlined). A mitigation measure has also been added specifically to respond to MJPA comments regarding habitat impacts on MJPA property:

#### 4.4 Biological Resources (RFDEIR pages 4-23, 4-25, 4-26, and 4-39)

**Existing Conditions.** The Project site consists of four plant communities: non-native grassland (NNG), coastal sage scrub (CSS), southern willow scrub (WS), and mule fat scrub (MS). Wildlife species observed on the project site include; western kingbird (*Tyrannus verticalis*), American crow (*Corvus brachyrhynchos*), American kestrel (*Falco sparverius*), northern mockingbird (*Mimus polyglottos*), western meadowlark (*Sturnella neglecta*), granite spiny lizard (*Sceloporus orcutti*), California ground squirrel (*Spermophilus beecheyi*) and Audubon's cottontail (*Sylvilagus audubonii*). Although the Project site contains suitable foraging and nesting habitat, there were no burrowing owl (*Athene cunicularia hypugea*)(BUOW) or least Bell's vireo (*vireo belli pusillus*)(LBV) on the Project site during the focused surveys. For the purposes of this EIR, it was assumed the project area, including the project site and the adjacent MJPA property, contain Stephens' kangaroo rat (*Dipodomys stephensi*)(SKR), a federally listed endangered species. The project site is not expected to support any other species listed as sensitive by federal or state resource agencies. The project site contains a drainage ditch and five minor riparian areas, but they do not meet the criteria required to be considered wetlands, and the site does not contain any known wildlife corridors.

The land to the east and south of the project site is a "Private Conservation Area" under the jurisdiction of the March Joint Powers Authority (MJPA) and managed by the Center for Natural Lands Management (CNLM) for its habitat value (SKR, etc.). The Original EIR did not include the management of this area in the baseline conditions. This minor change in the description baseline conditions was directed by the Superior Court Statement of Decision (Appendix F).

The Private Conservation Area has conditions similar to those of the project site relative to biological resources (i.e., non-native grassland vegetation and minimal wildlife). However, MJPA and its property are not subject to the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) or the SKR Habitat Conservation Plan (HCP) both previously approved by the County for habitat protection in this portion of Riverside County.

**Impact Analysis of the Revised Project.** The following analysis is based on the six CEQA Guidelines significance criteria for Biological Resources: (a) effect on species; (b) riparian habitat; (c) federally protected wetlands; (d) wildlife corridors and nursery sites; (e) local policies or ordinances protecting biological resources; and (f) conservation plans.

**Impact BR-1: Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?**

According to the habitat assessment survey conducted by MBA in June 30, 2007, for the Original Project, the Project site does not contain any species listed or considered as sensitive by federal or state resource agencies. When LSA conducted a supplemental assessment in 2014 for the adjacent MJPA land, they determined the general assessment prepared by MBA was still applicable to the Revised Project because the project site conditions had not changed, just the project size and baselines. The adjacent MJPA property (Brown Street extension) was surveyed by LSA Associates in 2014 and no significant biological resources were found in that area at that time.



A small portion of the project site along the southern Project boundary (approximately 5 acres) is mapped by the MSHCP as being within the Core Area D which is comprised of Public/Quasi-Public Land consisting of Sycamore Canyon Park and March Air Base Stephens' Kangaroo Rat (*Dipodomys stephensi*) (SKR) Management Area. Since the adoption of the MSHCP, the SKR Reserve has been modified with the addition of the Potrero Site and the release of the March Air Base Management Area for development. With this modification, the Project site is no longer adjacent to the SKR Reserve, and therefore not within Core Area D. However, there is still SKR habitat on the Private Conservation Area property east and south of the Project and impacts to that habitat. Therefore SKR was considered to be present on the Revised Project site. The site is located within the boundaries of the County's HCP Fee Area and thus must pay the appropriate mitigation fee.

Up to 5 acres of MJPA land will be impacted by development of the proposed project (e.g., vacant land for Brown Street road and drainage improvements). This land is currently vacant and provides SKR habitat but is not subject to either the MSHCP or SKR Habitat Conservation Plan established by the County.

**Mitigation Measures.** The Original EIR concluded that there were significant impacts on listed or otherwise sensitive species and the following mitigation measures are required:

**BR-1a**      Burrowing owl (*Athene cunicularia*) - Pursuant to Objective 6 of the Species Account for the burrowing owl included in the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP), within 30 days prior to the issuance of a grading permit, a pre-construction presence/absence survey for the burrowing owl shall be conducted. A qualified biologist who has a Memorandum of Understanding (MOU) on record with the County of Riverside, shall conduct the survey. A report documenting the results of this presence/absence survey shall be provided to the Riverside County Planning Department, Environmental Programs Division (EDP) for review and approval. If burrowing owl is present on the project site or within a 150-meter buffer zone, take of "active" nests shall be avoided pursuant to the MSHCP and the Migratory Bird Treaty Act. However, when the burrowing owl is present, relocation outside of nesting season (February 1 through August 31) by a qualified biologist shall be required. The EDP shall be consulted to determine appropriate type of relocation (active or passive) and translocation sites.

The County shall consult and coordinate with the Western Riverside County Regional Conservation Authority (RCA) prior to any relocation (passive or active) of burrowing owls from the project site. The County may also consult with the California Department of Fish and Wildlife (CDFW) and the U.S. Fish and Wildlife Service (USFWS). Mitigation for impacts will be consistent with the 2012 "Staff Report on Burrowing Owl Mitigation" published by the Department.

**BR-1b**      Nesting Birds - The removal of any trees, shrubs, or any other potential nesting habitat shall be conducted outside the avian nesting season wherever practicable. The avian nesting season extends from February 15 through August 30. If ground-disturbing activities are scheduled during the nesting season, a survey for nesting birds shall be conducted by a qualified biologist prior to any ground disturbing activities. If active nests are found within 500 feet of the planned impact area, the area of the nest shall be flagged, including an adequate buffer as determined by a qualified biologist, and the flagged area shall be avoided until a qualified biologist has determined that the nest is no longer active. This measure shall be implemented to the satisfaction of the County requirements until said nesting activity has concluded.

**BR-1c** Prior to issuance of a grading permit, the developer shall demonstrate to the March Joint Powers Authority (MJPA) and the County Planning Department that potential impacts regarding loss of Stephens's kangaroo rat (SKR) habitat within the adjacent MJPA property have been effectively mitigated by payment of an established development impact fee established for such purpose, or by the provision of an appropriate amount of suitable SKR habitat in the surrounding region. Potential fee programs include but are not limited to the County's established Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) or the SKR Habitat Conservation Plan (HCP).

It should be noted that these measures apply to activities on the project site as well as work within the adjacent MJPA property that is disturbed by project construction (e.g., Brown Street alignment).

**Response to Comment 7.** The following changes are being made to Section 4.3, *Air Quality*, in the RFDEIR to address comments by MJPA regarding odor impacts (deleted text is shown in strikethrough format, added text is underlined). Mitigation Measure AQ-1j has also been modified to respond to MJPA comments in this regard:

#### **4.3 Air Quality (RFDEIR pages 4-18 and 4-19)**

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##### **Impact AQ-5: Create objectionable odors affecting a substantial number of people?**

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The CEQA Guidelines indicate that a significant impact would occur if the Revised Project would create objectionable odors affecting a substantial number of people. As was determined in the Original EIR for the Original Project, the Revised Project will not have significant impacts in regard to odors.

Individual responses to odors are highly variable and can result in a variety of effects. Generally, the impact of an odor results from a variety of interacting factors such as frequency, duration, offensiveness, location, and sensory perception. The frequency is a measure of how often an individual is exposed to an odor in the ambient environment. The intensity refers to an individual's or group's perception of the odor strength or concentration. The duration of an odor refers to the elapsed time over which an odor is experienced. The offensiveness of the odor is the subjective rating of the pleasantness or unpleasantness of an odor. The location accounts for the type of area in which a potentially affected person lives, works or visits; the type of activity they are engaged in, and the sensitivity of the impacted receptor.

Sensory perception has four major components: detectability, intensity, character, and hedonic tone. The detection (or threshold) of an odor is based on a panel of responses to the odor. There are two types of thresholds: the odor detection threshold and the recognition threshold. The detection threshold is the lowest concentration of an odor that will elicit a response in a percentage of the population, typically presented as the mean (or 50 percent of the population) but is sometimes indicated as 100 percent or 10 percent. The recognition threshold is the minimum concentration that is recognized as having a characteristic odor quality by x percent (usually 50 percent) of the population (AIHA 1989). The intensity refers to the perceived strength of the odor. The odor character is what the substance smells like. The hedonic tone is a judgment of the pleasantness or unpleasantness of the odor. The hedonic tone varies based on subjective experience, frequency, odor character, odor intensity, and duration.

Land uses typically considered to be associated with odors include wastewater treatment facilities, waste-disposal facilities, or agricultural operations. The Revised Project does not contain land uses typically associated with emitting objectionable odors.

Diesel exhaust and VOCs will be emitted during construction of the Revised Project, which are objectionable to some; however, project construction activities will be over 200 feet from the existing

residences to the west due to the location of the private conservation easement. Project grading and construction activities are expected to take approximately 8-10 months and will occur during hours established in the County's Development Code. For example, the noise ordinance limits work to Monday through Saturday during the hours of 6:00 am to 6:00 pm during the months of June through September and 7:00 am to 6:00 pm during the months of October through May. Diesel construction vehicle and equipment emissions will disperse rapidly from the Revised Project site as long as the location of project vehicles and equipment are as far from the existing sensitive receptors as possible, and therefore should will not reach a level to induce a negative response. In addition, Mitigation Measure AQ-1d will help assure project construction equipment and activities are located as far from existing sensitive uses as possible. Therefore, as was determined in the Original EIR for the Original Project, the Revised Project will not have significant impacts in regard to odors and no additional mitigation is necessary.

### Mitigation Measures

- AQ-1d** Prior to Project construction, the Project proponent will provide a traffic control plan that will require:
- Construction parking to be configured such that traffic interference is minimized;
  - Dedicated turn lanes for movement of construction trucks and equipment on and offsite;
  - Schedule construction activities that affect traffic flow on the arterial system to off-peak hours to the extent practicable;
  - Construction vehicle and equipment activity/staging areas will be located at least 200 feet from existing sensitive receptors (i.e., existing residences to the west) to the greatest degree practical;
  - Reroute construction trucks away from congested streets or sensitive receptor areas; and
  - Improve traffic flow by temporary signal synchronization if possible.

**Response to Comment 8.** The five specific items outlined in this comment have been addressed by making similar changes to the project mitigation measures based on responses to comments by the Pechanga Tribe (see Letter D).

**Response to Comment 9.** The Revised Focused DEIR contained Mitigation Measure HHM-5a to address hazmat issues from future uses within the project as they relate to MJPA. However, the following language will be added to that measure to address comments by MJPA regarding future uses on the project site (added text in double underline):

**HHM-5a** Prior to the issuance of occupancy permits, information on users, uses, and use of hazardous materials within the project site will be transmitted to the MJPA for review and comment. The County Planning, Environmental Health, and/or Fire Departments shall have authority to modify any use or occupancy permits to restrict or preclude uses that involve materials that could cause a demonstrable hazard to March ARB flight activities. The applicant shall comply with and certify to the County and MJPA the following:

*a. No project facilities located within one-quarter miles of the existing school shall store, handle or use toxic or highly toxic gases as defined in the most currently adopted County fire code at quantities that exceed exempt amount as defined in the most currently adopted fire code.*

*b. Facilities that store, handle or use regulated substances as defined in the California Health and Safety Code 25532 (g) in excess of threshold quantities shall prepare risk management plans (RMP) for determination of risks to the community. The RMP shall be submitted to the March Air Reserve Base Civil Engineering Unit, and the March Joint Powers Authority Planning Department, for review and comment prior to the Issuance of a Certificate of Occupancy by the County for future tenants of the project.*

With this additional text, this measure provides MJPA and the March Air Reserve Base with assurances that the potential use and storage of hazardous materials on the Project site will not pose a safety hazard to military aircraft operations in the area.

**Response to Comment 10.** The commenter is incorrect in that the proposed project would not substantially alter the overall drainage patterns of the area. In fact, the developer has worked with MJPA staff for several years to try to minimize any impacts on the adjacent MJPA property. For example, the developer is constructing the full width of Brown Street and related drainage improvements within the road right-of-way which will save MJPA considerable time and expense if or when it would have needed such improvements to serve its planned light industrial development further east of the project site. The proposed project will construct a 36-inch storm drain line through the center of the project site, at no cost to MJPA, to convey existing natural runoff from the MJPA property southwest of the site to the planned drainage improvements in Brown Street. Runoff from Brown Street will be conveyed along the south side of Alessandro Boulevard east onto MJPA property as it currently does, and drains into a 15+ acre “water quality” area with riparian vegetation. Those conditions will not change with development of the proposed project because the project hydrology study concludes that offsite runoff will not exceed current levels with implementation of the proposed detention basins.

In addition, there is no evidence that potential drainage impacts under sub-sections (a), (d), (g), and (h) need to be identified as potentially significant, but the following mitigation measures will be added to address comments by MJPA regarding review and approval of drainage improvements on its adjacent property.

The following changes are being made to Section 4.8, *Hydrology and Water Quality*, in the RFDEIR to address comments by MJPA regarding runoff and drainage improvements that affect its adjacent property (deleted text is shown in strikethrough format, added text is underlined). In addition, two mitigation measures have been added to address MJPA's comments regarding approval and maintenance of drainage structures on MJPA property:

#### **4.8 Hydrology and Water Quality (RFDEIR pages 4-55, 4-60, and 4-61)**

**Existing Conditions.** The Project site is within the Santa Ana River watershed and is under the jurisdiction of the Santa Ana Regional Water Quality Control Board. The Project area drains into Sycamore Canyon through existing pipes under Alessandro Boulevard. The Project site is not within a 100-year Federal Emergency Management Agency Flood Zone Area.

The general topography of the Revised Project site slopes from south to north towards Alessandro Boulevard. Under existing conditions, the site drains northerly and easterly. The offsite area drains northeasterly towards the mid-portion of the site and is collected by an inlet (headwall) and conveyed easterly across the site crossing under Brown Street and outlets (headwall with rip-rap energy dissipater) east of the project site into the existing natural flow line. The northern portion of the on-site drains northerly across Alessandro Boulevard towards Sycamore Canyon. According to the preliminary geotechnical report prepared by Leighton Consulting, groundwater near the Revised Project site is inferred to be approximately thirty feet below the ground surface.

Runoff from the MJPA property adjacent to the eastern portion of the project site drains north toward Alessandro Boulevard, then east toward a 15-acre water quality area with riparian vegetation south of Alessandro Boulevard (also on MJPA property). The MJPA General Plan indicates that future light industrial development is planned on the MJPA land east of the project site. Such development would require future hydrology and water quality studies as part of a project-specific CEQA process, including the possible extension of Cactus Avenue as a Major Arterial with a 110-foot right-of-way west of Meridian Parkway, and a possible extension and connect to Brown Street, as well as related utilities.

**Mitigation Measures (additional measures/text shown in double underline are in response to MJPA comments and recommendations)**

**HWQ-1c** Prior to issuance of a grading permit by the County, the developer shall submit improvement plans related to Brown Street (i.e., including grading, road, and drainage improvements) to the March Joint Powers Authority (MJPA) for review and comment to determine their consistency with MJPA Development Code, regulations, and legal requirements. The developer shall incorporate plan modifications recommended by MJPA to the degree practical prior to submitting the plans to the County for review and approval. The developer shall demonstrate that any drainage improvements and the flows they convey will not negatively impact the “Meridian Business Center Ultimate Drainage Conditions” drainage plan. Brown Street will be a County road and so it must meet County road and drainage requirements if there is a conflict with MJPA Development Code requirements.

**HWQ-1d** Prior to issuance of an occupancy permit, the developer shall provide the County with a Maintenance Agreement or Agreements that includes all street, drainage, and water quality improvements that will not be maintained by the County or are within MJPA jurisdiction. This agreement or agreements will include revegetation with native plants of MJPA lands that are disturbed by project grading and Brown Street construction.

**Response to Comment 11.** The following address the six specific items addressed in this comment from MJPA regarding soils and geotechnical testing:

- (a) The additional Mitigation Measure HWQ-1c outlined in Response 10 above addresses this concern.
- (b) The additional Mitigation Measure HWQ-1d outlined in Response 10 above addresses this concern.
- (c) The additional Mitigation Measure HWQ-1c outlined in Response 10 above addresses this concern.
- (d) The existing geotechnical Mitigation Measure GS-3a will be modified as shown below to address this comment (added text shown in double underline):

**4.6 Geology, Soils, and Seismicity (RFDEIR page 4-48)**

**Mitigation Measures**

**GS-3a** The developer shall implement the grading recommendations identified in the Preliminary Geotechnical Report (2007) and any subsequent geotechnical investigations approved by the County Geologist. Prior to the commencement of building construction, the applicant shall retain a qualified engineer to design foundations adequate to support the project structures where necessary, based on the recommendations of the Preliminary Geotechnical Report (2007) or any subsequent geotechnical investigations approved by



the County Geologist. Settlement analysis shall be performed once the structural design loads and foundation system geometry have been defined for each building. This condition shall apply to any improvements made on the adjacent MJPA property as appropriate.

Any additional geotechnical evaluation that covers or applies to the Brown Street improvements, or that affects the adjacent MJPA land, shall be submitted to MJPA and their Civil Engineer for review and comment prior to submitting grading plans to the County. Final engineering and grading plans shall be modified if necessary to reflect comments by MJPA to the greatest degree practical. Brown Street will be a County road so it must meet County geotechnical, engineering plan, and grading plan requirements.

(e) Mitigation Measures HWQ-1a and HWQ-1b in the RFDEIR already require a SWPPP and Water Quality Management Plan (WQMP) for the proposed project. The SWPPP is for short-term construction impacts and must be approved prior to issuance of a grading permit. The WQMP is for long-term operational activities on the site and must be approved prior to final building occupancy approval.

(f) The additional Mitigation Measure HWQ-1d outlined in Response 10 above addresses this concern.

**Response to Comment 12.** The following changes are being made to Section 4.11, *Noise*, in the RFDEIR to address comments by MJPA regarding noise impacts on their adjacent property (deleted text is shown in strikethrough format, added text is underlined).

#### **4.11 Noise (RFDEIR pages 4-68 to 4-70)**

**Existing Conditions.** The dominant noise source at the project site is currently vehicular traffic on I-215, approximately 0.5 mile to the east, and traffic on Alessandro Boulevard immediately to the north. Existing roadway noise levels onsite are estimated between 54.4 dBA CNEL to 70.5 dBA CNEL. A single set of railroad tracks, running north and south, are located 0.33 mile to the east. Interstate 215 (I-215) is located just past the tracks, approximately 0.5 mile from the Project site. The site is located approximately 2 miles northwest of March Air Reserve Base (Base), which has a 2.5-mile runway capable of handling aircraft up to a C-17. The project site is within the March Air Reserve Base Airport Influence Policy Area, Safety Zone II.

The adjacent MJPA property is currently vacant and does not generate any noise from onsite activities, but is affected by existing noise from traffic on the I-215 Freeway to the east and Alessandro Boulevard to the north, as well as aircraft overflights from the March Air Reserve Base to the southeast.

**Impact N-1 Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?**

The trip generation assessment (Appendix E) determined that the Revised Project would generate only a third of the total vehicular trips (in Passenger Car Equivalents or PCEs) than the Original Project so it is likely the Revised Project, including the MJPA Brown Street improvements, would have substantially less impact on land uses along truck routes serving the project, and would also be less than significant as the noise impacts of the Original Project were determined to be less than significant.

**County Noise Standards.** The County of Riverside has adopted a modified version of the State guidelines for interior and exterior noise standard sources as part of the General Plan Noise Element for assessing the compatibility of land uses with transportation related noise impacts. The County addresses

two separate types of noise sources, mobile and stationary. Mobile or transportation related noise impacts are controlled using the 24-hour CNEL to assess the land use compatibility for community noise exposure. The Noise Element of the County General Plan specifies the maximum noise levels allowable for new development impacted by transportation noise sources such as arterial roads, freeways, airports and railroads. The General Plan defines noise levels for industrial uses up to 75 dBA CNEL as “normally acceptable”, which means the development of an industrial use is satisfactory with normal conventional construction without special noise insulation requirements. A stationary noise producer is any object or entity in a fixed location that emits noise. The County of Riverside has set exterior noise limits to control delivery trucks, trash compactors, speakerphones, vehicle activities, and mechanical ventilation system noise impacts associated with development to adjacent noise sensitive uses. These facility-related noises, as projected to any portion of any surrounding property containing a habitable dwelling ... must not exceed the worst-case noise levels. In addition, while noise generated by the use of motor vehicles over public roads is preempted from local regulation, the County considers the use of vehicles to be a stationary source when operated on private property such as a truck terminal or warehousing facility. The Noise Element sets an exterior noise limit not to be exceeded for a cumulative period of more than ten minutes in any hour of 65 dBA Leq for daytime hours of 7 a.m. to 10 p.m. and 45 dBA Leq during the noise sensitive nighttime hours of 10 p.m. to 7 a.m.

At this time it is not anticipated that the warehouse buildings will operate 24 hours a day, 7 days a week, but it is possible since the project is speculative and no specific building users have yet been identified. In any event, the project loading docks of Building 1, which would be closest to the residences, are not located on the west side of the building (facing the existing residences) so it is not expected that warehouse operations would cause significant noise impacts on local residents even if one or both of the proposed warehouses were to operate 24/7. For example, the loading docks for Building 1 face north-south and are approximately 400 feet from the existing residences at their closest point. Both loading/unloading and truck slow-speed movement would result in approximately 75 dBA  $L_{max}$  at 50 feet. Air conditioning units (rooftop) would generate up to 70 dBA at 50 feet. At a distance of 400 feet, a reduction of 18 dBA occurs based only on distance attenuation. Therefore, each loading dock or truck movement would be reduced to 57 dBA (75 – 18) for a noise level of 50 dBA  $L_{max}$ . Even if it was assumed there would be up to 32 trucks in the loading/unloading area, either maneuvering into or out of the dock doors or idling for loading/unloading, which would increase the noise level by 12 dBA (3 dBA increase per doubling of the number of trucks), the resulting noise level would be 69 dBA  $L_{max}$ , which is lower than the County's 70 dBA and 75 dBA  $L_{max}$  for daytime and nighttime stationary source noise levels, respectively. The rooftop air conditioning units would receive additional noise attenuation from the parapet surrounding the roof and would not have any measurable contribution to the ambient noise levels at 400 feet away. Therefore, even 24/7 operation of the project warehouses would not have significant noise impacts on the adjacent residences.

The loading docks for Building 2 on Lot 3 do face west so it is possible operational noise may reach the existing residences to the northwest. Both loading/unloading and truck slow-speed movement would result in approximately 75 dBA  $L_{max}$  at 50 feet. Air conditioning units (rooftop) would generate up to 70 dBA at 50 feet. At a distance of 1,110 feet, a reduction of 27 dBA occurs based only on distance attenuation. Noise from Building 2 that traveled toward the existing residences would also be partially blocked by Building 1, with a minimum of 6 dBA noise reduction from building shielding. Therefore, each loading dock or truck movement would be reduced by 33 dBA (75 – 27 – 6) for a noise level of 42 dBA  $L_{max}$ . Even if it was assumed there would be up to 16 trucks in the loading/unloading area, either maneuvering into or out of the dock doors or idling for loading/unloading, which would increase the noise level by 15 dBA (3 dBA increase per doubling of the number of trucks), the resulting noise level would be 57 dBA  $L_{max}$ , which is much lower than the County's 70 dBA and 75 dBA  $L_{max}$  for daytime and nighttime stationary source noise levels, respectively. The rooftop air conditioning units would receive additional noise attenuation from the parapet surrounding the roof and would not have any measurable contribution

to the ambient noise levels at 1,110 feet away. Therefore, even 24/7 operation of the project warehouses would not have significant noise impacts on the adjacent residences.<sup>1</sup>

A supplemental noise assessment was prepared for the Revised Project (see Appendix D), including the possible use of an onsite rock crushing facility to be located on Lot 3 (see section 3.3.3 in the Project Description). At a minimum, the rock crushing machinery would be at least 880 feet from the closest sensitive receptor (i.e., residences west of the site) and more likely 1,300 feet if the rock crushing equipment is placed near the center of Lot 3. The assessment indicates that rock crushing would result in noise levels of 62 dBA  $L_{max}$  and 51.4 dBA  $L_{eq}$  under worst case conditions (880 feet from residences) while it is more likely noise levels would be 59 dBA  $L_{max}$  and 48.4 dBA  $L_{eq}$ , all of which are within County noise requirements, as outlined below. It should be emphasized that it is not certain that rock crushing activities will actually occur onsite, and it would never occur at night or on the weekends. However, it is analyzed in this section to identify potential worst case conditions. This activity was not identified in the Original EIR.

Using Lot 2 for parking and/or storage would incrementally reduce the general noise impacts of the project both to nearby neighbors and on surrounding roadways by reducing the amount of warehouse building on the site compared to the Original Project.

Regarding the adjacent MJPA property, the loading docks for Building 1 face north-south and are at approximately 400 feet from the existing vacant land/open space/habitat uses. In addition, the warehouse has "wing-walls" at its southeast and northeast corners that would provide additional noise shielding toward the MJPA property. Due to the project design and distances involved, operational noise impacts east toward the MJPA property would be similar to those west toward the existing residences. Both loading/unloading and truck slow-speed movement would result in approximately 75 dBA  $L_{max}$  at 50 feet. Air conditioning units (rooftop) would generate up to 70 dBA at 50 feet. Even if it was assumed there would be up to 32 trucks in the loading/unloading area, either maneuvering into or out of the dock doors or idling for loading/unloading, which would increase the noise level by 12 dBA (3 dBA increase per doubling of the number of trucks), the resulting noise level would be 69 dBA  $L_{max}$ , which is lower than the County's 70 dBA and 75 dBA  $L_{max}$  for daytime and nighttime stationary source noise levels, respectively. The rooftop air conditioning units would receive additional noise attenuation from the parapet surrounding the roof and would not have any measurable contribution to the ambient noise levels at 400 feet away. The loading docks for Building 2 on Lot 3 face west so there would be little or no operational noise that would reach the adjacent MJPA property. Construction noise impacts to the east would not exceed the noise levels already estimated in the Original DEIR and were determined to be less than significant with mitigation (measures N-4a and N-4b). Therefore, project warehouses would not have significant noise impacts on the adjacent MJPA open space/habitat land or any light industrial uses that might be built in the future further east on MJPA land, as outlined in the MJPA General Plan.

Based on the foregoing, the Revised Project, including the adjacent MJPA property, and similar to the Original Project, will not have significant impacts related to noise exposure in excess of established standards with implementation of the recommended mitigation measures, including modifications to MM N-4a to address potential rock crushing activities.

**Response to Comment 13.** The following address the four specific items addressed in this comment from MJPA:

(a) The additional Mitigation Measure HWQ-1c outlined in Response 10 above addresses this concern.

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<sup>1</sup> Data provided by Dr. Tony Chung, director of the LSA noise assessment group via email (June 16, 2015).

(b) The additional Mitigation Measures HWQ-1c and HWQ-1d outlined in Response 10 above address this concern. After additional discussion with MJPA staff regarding these comments, there is no need at this time to over-size any utility lines or improvements as part of the Brown Street construction. The incremental increase in any runoff along Brown Street that would result from extending that street south to a future extension of and connection to Cactus Avenue could be accommodated by the design of the street extensions at that time. No other utilities in that portion of Brown Street adjacent to the project site would serve or be routed south up an extension of Brown Street due to elevational differences. It is anticipated that any necessary utility services for future industrial land uses on MJPA property off of Meridian Parkway or the future extension of Cactus Avenue would be provided within those roadways, and not Brown Street.

(c) The additional Mitigation Measure HWQ-1c outlined in Response 10 above addresses this concern, including the Meridian Business Center Ultimate Drainage Conditions” drainage plan.

(d) The additional Mitigation Measure HWQ-1c outlined in Response 10 above addresses this concern.

**Response to Comment 14.** First, it must be emphasized that the Revised Project will generate considerably less overall traffic compared to the Original Project. A trip generation comparison was conducted of the Original vs. the Revised Project by Kunzman Associates in September 2014 (RFDEIR Appendix E). The analysis determined that the Revised Project would generate only 1,797 total trips (PCE) compared to 8,953 PCE trips for the Original Project, a reduction of almost 80 percent (see RFDEIR Table 4.14.A below). Therefore, actual project-related impacts on local intersections and roadways would be substantially less under the Revised Project.

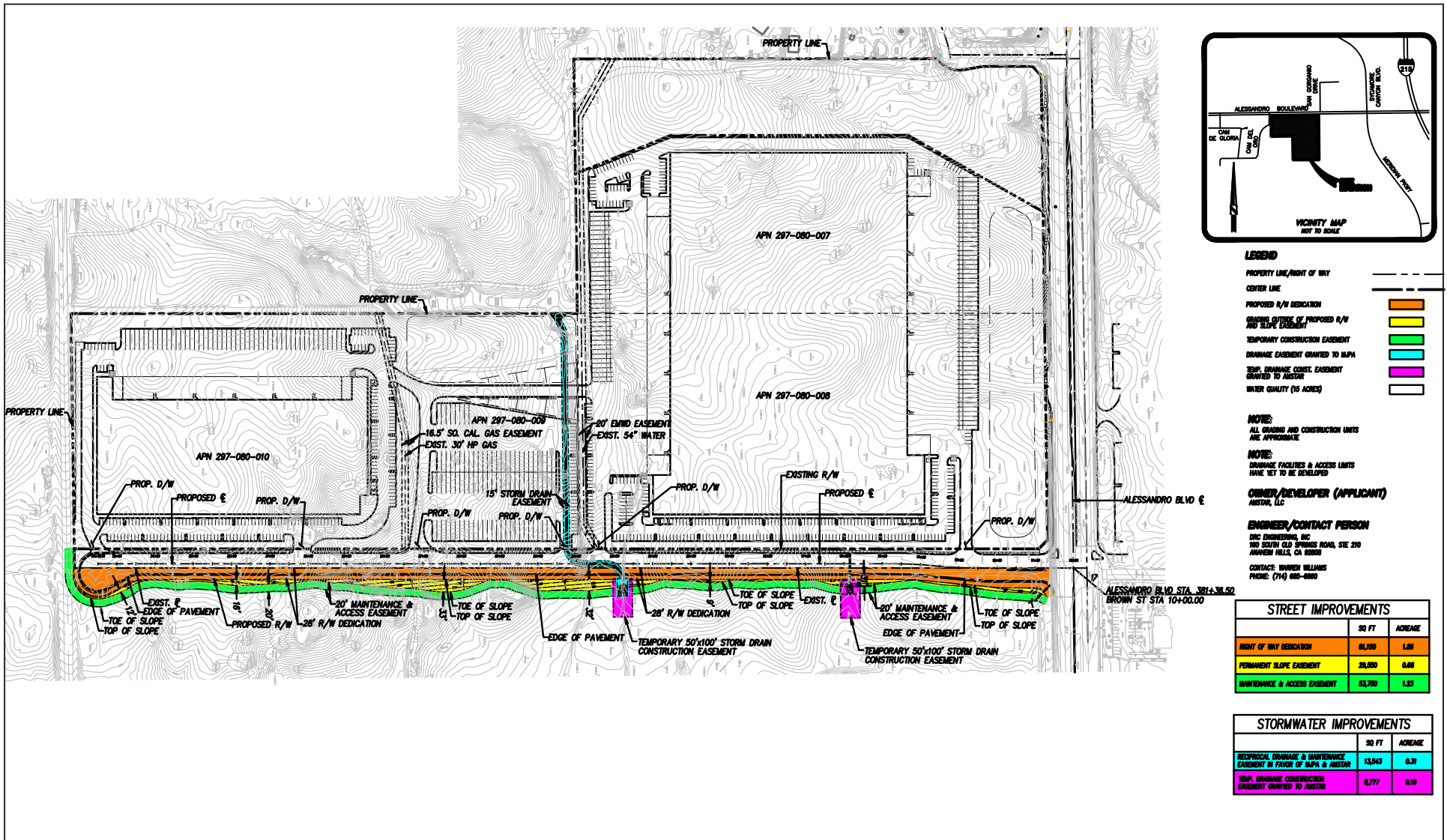
**RFDEIR Table 4.14.A: Trip Generation Comparison - Original vs. Revised Project (PCE)**

Land Plan	AM Peak	PM Peak	Total
Original Project	827	739	8,953
Revised Project	119	129	1,797
Difference	-708	-610	-7,156
Percent Difference	-85.6%	-82.5%	-79.9%

PCE = passenger car equivalents (takes into account truck length affecting traffic congestion)

Source: Tables 1 through 4, Kunzman Associates, Inc. September 1, 2014 (see RDEIR Appendix E)

MJPA commented that traffic volumes in the surrounding area may have increased since the time the Original DEIR was prepared (2007). Kunzman Associates evaluated the traffic volumes in 2013 (via selected traffic counts) and compared them to those indicated in the original traffic study. Kunzman found the 2013 AM peak hour traffic was approximately 11.5 percent less than the 2007 AM peak hour traffic, and the 2013 PM peak hour traffic was approximately 14.6 percent less than the 2007 PM peak hour traffic (see Appendix F in this document).



LSA



SOURCE: DRC Engineering, Inc. 2015.

I:\WDG1101\Reports\EIR\fig3-7\_DedicationsEasements.cdr (12/14/2015)

FIGURE 3-7

Alessandro Commerce Centre  
Environmental Impact Report

Updated Dedication and Easements



The following changes to Section 4.14, *Transportation*, will be made to address the remaining comment from MJPAs regarding traffic:

**4.14 Transportation (RFDEIR page 4-86)**

**Impact T-1 Cause an increase in traffic, which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)?**

(ADD BEFORE LAST PARAGRAPH) Based on information in the MJPAs General Plan, the Revised Project proposes light industrial uses that would likely be similar to light industrial uses that would eventually be constructed on MJPAs land east of the project site. Future development on the MJPAs land east of the project site would also require future traffic and other studies as part of a project-specific CEQA process, including extension of Cactus Avenue and Brown Street. Development of the Revised Project as proposed, with implementation of the proposed mitigation measures, will not result in significant traffic impacts to MJPAs and its property surrounding the project site, including future light industrial uses and open space/habitat land.

However, in an abundance of caution, the mitigation measures adopted for the Original Project (MM T-1a through T-1g) are included as a part of the Revised Project, including the proposed MJPAs Brown Street improvements. This represents a less than significant impact.

**Response to Comment 15.** The preceding responses address MJPAs's comments regarding the proposed project, and will be reflected in Section 3, *EIR Errata and Additions*, as well as the Mitigation Monitoring and Reporting Program.

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### 3. EIR ERRATA AND ADDITIONS

Based on the Responses outlined in Section 2, changes to the RFDEIR text are shown below in either ~~strikeout (strikeout)~~ where text has been removed or in double underline (underline) where text has been added. The applicable page numbers from the Revised Focused Draft EIR (RFDEIR) are also provided for easy reference. The following corrections to the RFDEIR are hereby noted:

#### Global Comment

There are multiple references in the RFDEIR to whether or not there will be grading in the Conservation Easement; some citations indicate there will be no grading (e.g., pages 4-17, 4-42) and other citations indicate that grading will be minimized. To clarify, grading in the conservation easement area is not anticipated at this time based on the information available. However, subsurface condition along the boundary between Building 1 and the Conservation Area may require some amount of grading. At worst a small amount of grading would be needed, and the potential for some limited grading in the Conservation Area has been identified and addressed in several of the Mitigation Measures (e.g., BR-2b, BR-2c). With implementation of these measures, limited grading in the conservation area would not result in significant impacts to biological, hydrological, or other environmental resources. This clarification should be considered to be incorporated into any reference to grading within the Conservation Area in the RFDEIR.

#### Mitigation Measures

The following mitigation measures have been updated in the RFDEIR in Chapter 1.0 Executive Summary and in their respective Chapters.

**AQ-1a**      All diesel-powered construction equipment in use in excess of 50 horsepower shall ~~require emission control equipment with a minimum of Tier II diesel particulate filter emission controls resulting in a minimum of 50 percent particulate matter control. meet the Tier 4 emission standards. Diesel haul trucks shall meet EPA 2010 emission requirements. If the developer can demonstrate to the County that 2010 vehicles are not readily available within a 50-mile radius of the project, trucks meeting the EPA 2007 model year NOx emission requirements may be used at the discretion of the County.~~

**AQ-1i**      As described in the Leadership in Energy and Environmental Design (LEED) for New Construction, Version 2.2 Rating System, the Project shall comply with LEED Silver requirements and implement the following activities consistent with County requirements. Documentation of compliance with this measure shall be provided to the Riverside County Planning Department and Building Official for review and approval prior to issuance of building permit(s) and approval of the following features shall be confirmed by the County Building Official prior to certificate of occupancy.

i) SS Credit 7.2 - Use roofing materials having a Solar Reflectivity Index (SRI) equal to or greater than 78 for a minimum of 75 percent of the roof surface.

**AQ-1j**      Documentation of compliance with the following measures shall be provided to the Riverside County Planning Department and Building Official for review and approval prior to issuance of building permit(s) and approval of features shall be confirmed by the County Building Official prior to certificate of occupancy.

i) The Project shall install solar water heating for the office portions of warehouse buildings to the extent practical, as determined by the County.

ii) The Project shall recycle construction debris to the extent practical, consistent with County requirements/programs.

iii) The Project shall provide material recycling including, but not limited to, mixed paper and cardboard, consistent with County programs/requirements.

iv) The Project shall allow natural lighting to the extent practical to help reduce or minimize the use of internal electrical illumination.

(v) The Project shall not provide refrigerated warehouse space or demonstrate that emissions from onsite warehousing will not exceed the limits identified in the EIR including any proposed refrigeration.

(vi) Each warehouse building will provide two electric vehicle charging stations in conjunction with the office uses of each building.

**BR-1a**

Burrowing owl (*Athene cunicularia*) - Pursuant to Objective 6 of the Species Account for the burrowing owl included in the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP), within 30 days prior to the issuance of a grading permit, a pre-construction presence/absence survey for the burrowing owl shall be conducted. A qualified biologist, who has a Memorandum of Understanding (MOU) on record with the County of Riverside, shall conduct the survey. A report documenting the results of this presence/absence survey shall be provided to the Riverside County Planning Department, Environmental Programs Division (EDP) for review and approval. If burrowing owl is present on the project site or within a 150-meter buffer zone, take of "active" nests shall be avoided pursuant to the MSHCP and the Migratory Bird Treaty Act. However, when the burrowing owl is present, relocation outside of nesting season (February 1 through August 31) by a qualified biologist shall be required. The EDP shall be consulted to determine appropriate type of relocation (active or passive) and translocation sites.

The County shall consult and coordinate with the Western Riverside County Regional Conservation Authority (RCA) prior to any relocation (passive or active) of burrowing owls from the project site. The County may also consult with the California Department of Fish and Wildlife (CDFW) and the U.S. Fish and Wildlife Service (USFWS). Mitigation for impacts will be consistent with the 2012 "Staff Report on Burrowing Owl Mitigation" published by the Department.

**BR-1b**

Nesting Birds - The removal of any trees, shrubs, or any other potential nesting habitat shall be conducted outside the avian nesting season wherever practicable. The avian nesting season extends from February 15 through August 30. If ground-disturbing activities are scheduled during the nesting season, a survey for nesting birds shall be conducted by a qualified biologist no more than 3 days prior to any ground disturbing activities. If active nests are found within 500 feet of the planned impact area, the area of the nest shall be flagged, including an adequate buffer as determined by a qualified biologist, and the flagged area shall be avoided until a qualified biologist has determined that the nest is no longer active. This measure shall be implemented to the satisfaction of the County requirements until said nesting activity has concluded.

**BR-2a** To the greatest extent feasible, the project applicant will mitigate the riparian/riverine habitat onsite through either avoidance or onsite creation of biologically equivalent or superior habitat to ensure replacement of any lost function or value of the riparian/riverine habitat. To the greatest extent feasible, the project applicant will mitigate loss of riparian/riverine habitat onsite through either avoidance or onsite creation of biologically equivalent or superior habitat to ensure replacement of any lost function or value of the riparian/riverine habitat. The applicant shall provide onsite habitat at a ratio of 1:1. If onsite mitigation is determined to be insufficient by the resource agencies, the Project applicant shall mitigate any residual onsite impacts to riparian/riverine habitat by funding offsite restoration activities at a ratio of 3:1. The restoration will be done through the Santa Ana Watershed Association or other conservation organization acceptable to the California Department of Fish and Wildlife, including but not limited to the Department itself, to ensure high quality habitat is preserved /restored within the same watershed as the impact area.

**BR-2b** Prior to issuance of an occupancy permit, the developer shall legally establish a conservation easement along the western boundary of the project property, as shown in the approved site plan and as described in the project Settlement Agreement. The developer shall work with an established conservation organization acceptable to the County Resource Conservation Authority (RCA) to establish the easement. The easement shall meet the requirements of the Settlement Agreement and applicable guidelines in the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP). The selected conservation group will maintain and monitor the easement on a permanent basis.

In compliance with the Settlement Agreement resolving *Center for Biological Diversity, et al v. County of Riverside, et al.*, Riverside County Superior Court Case No. RIC10009105, the permanent Conservation Easement (CE) shall be established and recorded by the developer and shall name an appropriate designee as the holder/grantee as designated in the Settlement Agreement. The terms, standards, and goals of the CE shall conform to those outlined in the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP). The CE holder/grantee shall have the necessary organizational and fiscal capability to ensure enforcement of the easement in perpetuity. Alternatively, the CE may be transferred in fee title to the RCA as long as the obligations regarding the CE are simultaneously transferred.

The developer shall also provide a monetary endowment to the conservation group sufficient for it to maintain and monitor conditions in the easement in perpetuity. The developer shall demonstrate to the Center for Biological Diversity (CBD) and the County Planning Department it has met the requirements of this measure, and applicable portions of the Settlement Agreement in this regard, prior to receiving a certificate of occupancy for the project.

Once the easement is established, discing as a means of fire clearance will only be permitted if all other fire clearance methods or mechanisms are prohibited. Weed abatement/fire prevention techniques that shall be employed to the greatest degree feasible include mowing, hand clearance, or grazing. Discing is only permitted upon written demonstration from an appropriate regulatory authority stating that other weed abatement/fire prevent techniques are not permitted.



**BR-2c** The developer shall minimize grading within the conservation area to the greatest degree practical. Should any grading within the conservation area occur, the developer shall pay for and complete a one-time restoration of any graded portions of the conservation area with native plants generally supportive of Stephens' kangaroo rat (SKR) habitat including, but not limited to, the plants listed in Exhibit B of the Settlement Agreement. Initial grading of the conservation area shall be completed within six (6) months of the commencement of grading in the conservation area. Restoration of any areas graded in the conservation area shall begin as soon as practical after completion of the initial grading so as to coincide with the fall and winter rainy season, and reach completion by January 20<sup>th</sup> of the following year. Restoration shall be completed within one year and may include a grow-kill cycle to reduce weeds during the first rainy season if so included in the restoration plan as required by Exhibit B of the Settlement Agreement. The developer shall make an adequate one-time restoration effort to achieve a 70 percent native plant cover (bird's eye view) with the recommended plant palette and a maximum of 10 percent cover by non-native plant species five (5) years after planting. Exhibit B of the Settlement Agreement contains a list of restoration experts and minimum contract requirements of restoration of the conservation area. The one time restoration shall be based on a site specific scientifically based revegetation plan from local native plant sources developed by a restoration expert chosen by the developer from the list in Exhibit B of the Settlement Agreement with proven experience in successful revegetation of western Riverside County and coastal sage scrub and native grasslands. The developer shall provide a report demonstrating that the restoration activities meet the terms of the Settlement Agreement prior to any use or occupancy of the buildings or structures.

**BR-2d** Prior to establishment of the conservation easement identified in Mitigation Measure BR-2b, discing within the conservation area as a means of fire clearance will only be permitted if all other fire clearance methods or mechanisms are formally prohibited. Weed abatement/fire prevention techniques that shall be employed to the greatest degree feasible include mowing, hand clearance, or grazing. Discing is only permitted upon written demonstration from an appropriate regulatory authority stating that other weed abatement/fire prevent techniques are not permitted.

**BR-2e** Prior to issuance of an occupancy permit, the developer shall demonstrate that all project lighting minimizes lighting impacts on neighbors to the west and adjacent conservation areas to the east and west of the site, in compliance with the project Settlement Agreement. Night lighting shall be directed away from adjacent conservation areas, and those areas shall be treated as separate parcels for the purposes of compliance with Riverside County Ordinance 915. Shielding shall be incorporated to ensure ambient lighting in the adjacent conservation areas does not increase beyond 0.5 foot-candles adjacent to developed lots. Devices that may be employed to control light include lenses, louvers, barn doors, and snoots. A photometric study and engineering plan shall be submitted to the County demonstrating consistency with these lighting provisions prior to any use or occupancy of the site.

Prior to review and approval by the County, the developer shall submit the photometric and engineering plans for lighting along Brown Street and the eastern side of the project to March Joint Powers Authority (MJPA) for review and comment.

**CR-2a** Phase III data recovery must be completed for ~~Feature 2~~ (CA-RIV-5457) prior to final approval of grading plans if this area is to be graded within the Private Conservation Area. Any recovery fieldwork must be completed in its entirety before grading begins, and a Phase III excavation report must be finalized and approved before final inspection. The

Phase III excavation must be designed and written to Archaeological Resource Management Reports standards and County of Riverside standards. The Pechanga Band of Luiseno Indians The Pechanga and Soboba Tribes will be contacted at least 30 days prior to beginning the data recovery to develop a Cultural Resources Treatment and Monitoring Agreement for participating in the Phase III program. Final copies of the report will be distributed to the landowner/developer, the County, the Eastern Information Center, and the Pechanga Tribe and Soboba Tribes.

**CR-2b** The Project Archaeologist must create a mitigation-monitoring plan prior to earthmoving or blasting in the Project area, and a pre-grade meeting associated with the details of that plan must occur between the monitoring archaeologist(s), Pechanga and Soboba Tribal monitoring representatives, and the grading contractor before grading begins. The abatement plan document shall address inadvertent discoveries of cultural resources, including treatment and disposition of the resources. The plan shall be prepared in consultation with the Pechanga Tribe and Soboba Tribes and shall be consistent with the agreement referenced in Mitigation Measure CR-2e. must contain a description of how and where artifacts will be curated if found during monitoring, and contingency plans associated with Native American tribal representation if the recovered artifacts are considered sacred items by one or more Native American tribes.

**CR-2c** Monitoring of development-related excavation is required during all construction-related blasting or earthmoving activities by a Riverside County certified professional archaeologist (County Condition of Approval 60 Planning 016). The Project Archaeologist may, in consultation with the Pechanga Tribe monitor and Soboba tribal monitors, terminate monitoring in any one location on the Project Site if and only if bedrock or sterile soils are encountered during earthmoving at that location.

**CR-2d** Should previously unidentified cultural resource sites be encountered during monitoring, they must be evaluated, and tested if necessary, for significance following CEQA Guidelines prior to allowing a continuance of grading in the area. County Condition of Approval 10 (Planning 002 and 038) addressing inadvertent archaeological finds shall also be implemented.

Consistent with County Condition of Approval 60 (Planning 017), the developer/holder shall prompt the project archaeologist to submit one wet-signed paper copy and one CD of a Phase IV Cultural Resources Monitoring Report that complies with the Riverside County Planning Department's requirements for such reports for all ground disturbing activities associated with this grading permit. The report shall follow the County of Riverside Planning Department Cultural Resources (Archaeological) Investigations Standard Scopes of Work posted in the TLMA website. The County Archaeologist shall review the report to determine adequate compliance with the approved conditions of approval. Upon determining the report is adequate, a final copy of the report shall be provided to the developer/holder, the Eastern Information Center, and the Pechanga Tribe and Soboba Tribes.

**CR-2de** Native American monitors from the Pechanga Tribe shall also be allowed to monitor all grading, excavation and groundbreaking activities. Permission is required from March Joint Powers Authority if activities and monitoring occurs on their property. At least 30 days prior to seeking a grading permit, the project applicant shall contact the Pechanga Tribe and Soboba Tribes to notify the Tribes of grading, excavation, and the monitoring program, and to coordinate with the County and the Tribes to develop a Cultural Resources Treatment and Monitoring Agreement. The agreement shall address: the treatment of known cultural resources; the designation, responsibilities, and participation

of Native American Tribal monitors during grading, excavation, and ground disturbing activities; project grading and development scheduling; terms of compensation; and treatment and final disposal of any cultural resources, sacred sites, and human remains discovered on the site. This is consistent with County Condition of Approval 60 (Planning 018).

**CR-2f** All cultural materials that are collected during the grading monitoring program and from any previous archaeological studies or excavations on the project site, with the exception of sacred items, burial goods and human remains which will be addressed in the Treatment Agreement outlined in Mitigation Measure CR-2e, shall be curated according to the current professional repository standards. The collections and associated records shall be transferred, including title, to the Pechanga or Soboba Tribe's curation facility, which meets the standards set forth in 36 CRF Part 79 for federal repositories. All sacred sites, should they be encountered within the project area, shall be avoided and preserved as the preferred mitigation, if feasible.

**CR-2g** Prior to issuance of grading permits, the project applicant and the Pechanga Tribe and Soboba Tribes shall prepare a Preservation and Maintenance Plan for the long-term care and maintenance of CA-RIV-5457 and any associated cultural features. The plan shall indicate, at a minimum, the specific areas to be included in and excluded from long-term maintenance; prohibited activities; methods of preservation to be employed (fencing, vegetative deterrence, etc.); the entity(s) responsible for the long-term maintenance; maintenance scheduling and notification; appropriate avoidance protocols; monitoring by the Tribes and compensation for services; and necessary emergency protocols. The project manager/landowner shall submit a fully executed copy of the plan to the County to ensure compliance-with this mitigation measure.

**CR-4a** If human remains are encountered during earth-disturbing activities, all work within 100 feet of the find shall stop immediately and the Riverside County Coroner's office shall be notified. If the Coroner determines the remains are Native American in origin, the NAHC will be notified and, in turn, will notify the person determined to be the Most Likely Descendent who will provide recommendations for treatment of the remains (CEQA Guidelines § 15064.5; Health and Safety Code § 7050.5; Public Resources Code §§ 5097.94 and 5097.98) (County Condition of Approval 10 Planning 037).

**HHM-5a** Prior to the issuance of occupancy permits, information on users, uses, and use of hazardous materials within the project site will be transmitted to the MJPA for review and comment. The County Planning, Environmental Health, and/or Fire Departments shall have authority to modify any use or occupancy permits to restrict or preclude uses that involve materials that could cause a demonstrable hazard to March ARB flight activities. The applicant shall comply with and certify to the County and MJPA the following:

a. No project facilities located within one-quarter miles of the existing school shall store, handle or use toxic or highly toxic gases as defined in the most currently adopted County fire code at quantities that exceed exempt amount as defined in the most currently adopted fire code.

b. Facilities that store, handle or use regulated substances as defined in the California Health and Safety Code 25532 (g) in excess of threshold quantities shall prepare risk management plans (RMP) for determination of risks to the community. The RMP shall be submitted to the March Air Reserve Base Civil Engineering Unit, and the March Joint Powers Authority Planning Department, for review and comment prior to the Issuance of a Certificate of Occupancy by the County for future tenants of the project.

### 3.0 Project Description

(add to the end of Section 3.3, *Project Characteristics*)

**MJPA Property.** All of the MJPA land surrounding the project site is covered by the MJPA General Plan and long-term transportation and drainage plans. MJPA has 453 acres further east of the project site that is planned for light industrial development, similar to the Meridian Business Park project a quarter mile southeast of the project site south of Alessandro Boulevard (off of Meridian Parkway). The MJPA General Plan shows Cactus Avenue is to be extended as a Major Arterial (110-foot right-of-way) from Meridian Parkway west to a point south of the project site, and Brown Street may eventually be extended south to tie into this future extension of Cactus Avenue. Future development within MJPA that requires these road extensions will prepare separate traffic and CEQA compliance documents process this development. Based on the federal "Portrero" court decision, the MJPA land adjacent to the project site (immediately east of Brown Street and to the south and southwest) is planned to remain as open space and habitat for the Stephens' kangaroo rat (SKR) the foreseeable future.

#### Potential for Grading in the Conservation Area

\*\* See "Global Comment" at the beginning of this section to clarify this issue \*\*

#### 4.1 Aesthetics (RFDEIR pages 4-3 and 4-4)

**Existing Conditions.** The project area is on a vacant property, in a foothill-valley transition area south of Sycamore Canyon. The project site shows evidence of high human disturbance, including illegal dumping. The project site is also located within the boundaries of the Lake Mathews/Woodcrest Area Plan, where policy direction is dictated by the County of Riverside General Plan. The project site is not subject to special lighting policies related to the protection of Mt. Palomar Observatory because it is not within 30 miles of the observatory. There are also no current sources of lighting within the project site. The only existing light in the area is along Alessandro Boulevard and existing residential homes on the western side of the project site.

The MJPA property adjacent to the project site to the east, south, and southeast is similar in physical appearance to the project site with scattered exposed bedrock boulders (i.e., rock outcroppings) and disturbed grasslands that slope down to the north toward Alessandro Boulevard. This property currently provides passive recreation and open space resources for MJPA.

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#### Impact AES-1 Have a substantial adverse effect on a scenic vista?

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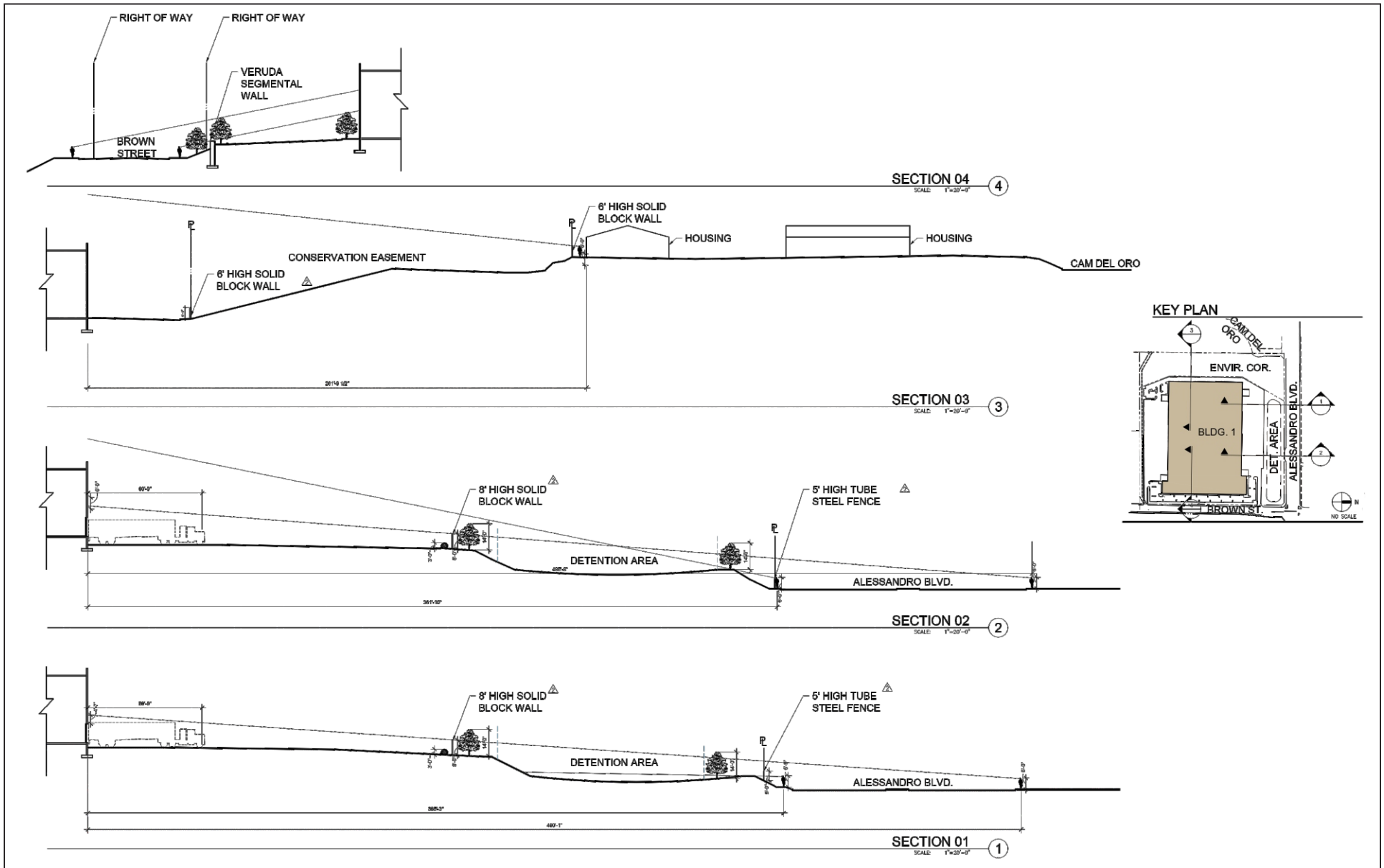
The County of Riverside General Plan does not identify any specific scenic vistas on the Project site. The site and existing residences do have views of the mountains to the north and northeast, especially in the higher elevations to the south. The primary scenic vistas visible from the Project site and surrounding land uses are Sycamore Canyon and Box Springs Mountain. However, as was determined in the Original EIR for the Original Project, the Revised Project is consistent with surrounding development, and the overall views of Sycamore Canyon and Box Springs Mountain from the surrounding area would not be marred, and therefore would not result in a significant impact. The proposed warehouse buildings on Lots 1 and 3 under the Revised Project will have a maximum height of 45 feet which is 11 feet higher than the buildings proposed under the Original Project, however, the new warehouse building would be set back 200 feet further to the east than the original buildings, reducing their potential to block views from the existing residences. Existing views to the east, toward the hills east of Moreno Valley, would be partially obscured by the placement of a 6-foot block wall along the top of slope east of the residences. This wall

will block views of the new proposed buildings but will not block scenic views further to the north and northeast (see previous Figure 3-6b for an architectural rendering of Building 1 from the west (facing the residences), and the following Figure 4-4 for site lines and sections (top-most section shows the view from the existing residences). The attached Figures 4-4a and 4-4b also provide line-of-site views from the MJPA land to the east of the project.

Development of the Revised Project will modify views of the project site from the adjacent MJPA lands which are planned for open space/habitat immediately adjacent to the site and light industrial development further east along Meridian Parkway. Buildings proposed under the Revised Project will be incrementally taller than those proposed under the Original Project (45 vs. 34 feet max. height) consistent with the County's development guidelines for the "Light Industrial" zoning category. Grading of the project site will remove a number of existing rock outcroppings. Under the MJPA General Plan and long-term transportation and drainage plans, Cactus Avenue is eventually planned to be extended west of Meridian Parkway as a Major Arterial (110-foot right-of-way) and may eventually connect to a southerly extension of Brown Street (i.e., the eastern boundary of the Revised Project). Views of this area, both within County and MJPA jurisdiction, will change as the project site and planning development areas within MJPA transition to light industrial uses, while open space areas remain undeveloped as biological habitat.

While this does represent a change in the visual character of the area, it is anticipated. Thus, the Revised Project will not have a significant impact on scenic vistas, similar to the conclusion for the Original Project in the Original EIR.





LSA

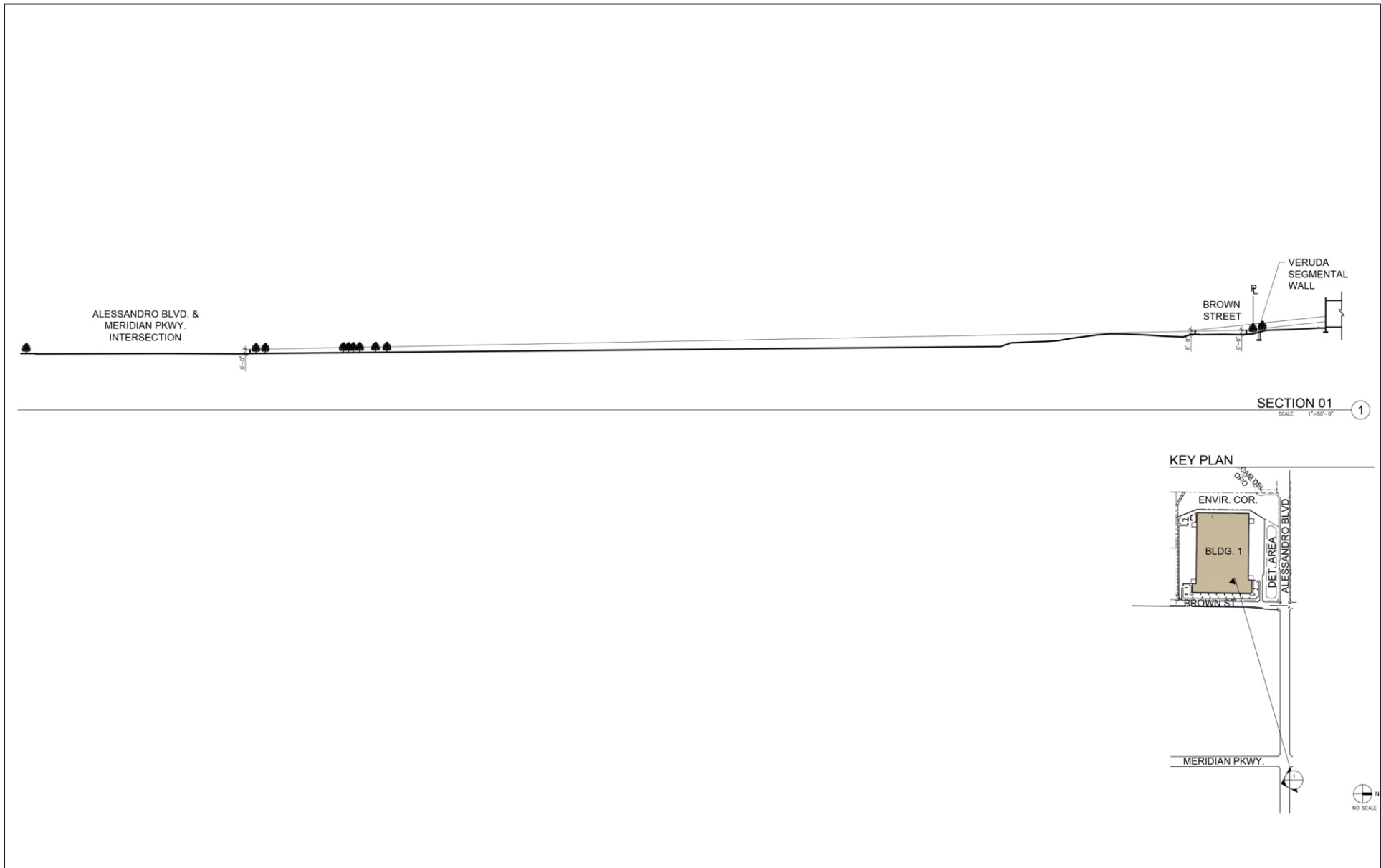
FIGURE 4-4a

*Alessandro Commerce Centre  
Environmental Impact Report*

Site Line (East - MJPA View)

SOURCE: Ware Malcomb, 2014.

I:\WDG1101\Reports\EIR\fig4-4a\_SiteLine-East-MJPA\_View.cdr (11/30/2015)



LSA

FIGURE 4-4b

*Alessandro Commerce Centre  
Environmental Impact Report*

Site Lines and Site Sections

SOURCE: Ware Malcomb, 2014.

I:\WDG1101\Reports\EIR\fig4-4b\_SiteLines.cdr (12/11/2015)

#### 4.1 Aesthetics (RFDEIR pages 4-8)

##### Impact AES-4 Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

Development of the Revised Project will include the installation and operation of new lighting features (e.g., parking area lamps) that will increase light levels upon and in proximity to the Project site. However, these new sources of light are not expected to generate excessive or inordinate light spill or glare that could adversely affect daytime and/or nighttime views in the area. Moreover, the Revised Project will be required to comply with the County lighting ordinance, which will further mitigate potential light impacts. Accordingly, as was determined in the Original EIR for the Original Project, development of the Revised Project is not expected to produce significant lighting impacts that would adversely affect views.

As was the case with the Original Project, the Revised Project has the potential to impact the residential neighborhood to the west, by introducing light incursion and glare from the Revised Project's building and street/parking lights. As mentioned above, the Revised Project will be required to comply with County lighting ordinance, which will direct potential light and glare away from existing uses to the extent feasible. Although the new proposed warehouse buildings of the Revised Plan are larger and taller than the original commercial/office buildings in the Original Plan, the requirements of the private conservation easement will restrict onsite lighting especially for the larger warehouse building on Lot 1, so lighting impacts will likely be reduced from those identified in the Original EIR.

At this time it is not anticipated that the warehouse buildings will operate 24 hours a day, 7 days a week, but it is possible since the project is speculative and no specific building users have yet been identified. The west sides of the warehouse buildings (i.e., that face the existing residences) would in any event have security night lighting that will meet the County lighting requirements and will be directed toward the ground and/or away from neighboring residential uses. However, operation of either warehouse building on a 24/7 schedule would incrementally increase lighting impacts since loading docks could be utilized all night and onsite truck traffic may access the site all night.

The project site is located within the March Air Reserve Base Airport (MARBA) Influence Area. The proposed warehouse development will increase the amount of reflective surfaces and ambient nighttime light levels in the area. It is possible these new uses and activity could result in light or glare impacts on MARBA operations. Therefore, the following measure is proposed to minimize potential light and glare impacts on MARBA activities:

**AE-4a** Prior to issuance of a building permit, the developer shall demonstrate to MJPA and the County that it has submitted and successfully processed a Form 7460 through and received a positive Part 77 determination from the Federal Aviation Administration (FAA) for the project buildings to preclude light and glare impacts on March Air Reserve Base Airport operations.

Accordingly, Based on this information, and as was determined in the Original EIR for the Original Project, development of the Revised Project is not expected to expose residential property to unacceptable light levels. Therefore, construction and operation of Brown Street and related drainage improvements will not create any significant aesthetic impacts that were not identified in the Original EIR.

### 4.3 Air Quality (RFDEIR pages 4-18 and 4-19)

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#### Impact AQ-5: Create objectionable odors affecting a substantial number of people?

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The CEQA Guidelines indicate that a significant impact would occur if the Revised Project would create objectionable odors affecting a substantial number of people. As was determined in the Original EIR for the Original Project, the Revised Project will not have significant impacts in regard to odors.

Individual responses to odors are highly variable and can result in a variety of effects. Generally, the impact of an odor results from a variety of interacting factors such as frequency, duration, offensiveness, location, and sensory perception. The frequency is a measure of how often an individual is exposed to an odor in the ambient environment. The intensity refers to an individual's or group's perception of the odor strength or concentration. The duration of an odor refers to the elapsed time over which an odor is experienced. The offensiveness of the odor is the subjective rating of the pleasantness or unpleasantness of an odor. The location accounts for the type of area in which a potentially affected person lives, works or visits; the type of activity they are engaged in, and the sensitivity of the impacted receptor.

Sensory perception has four major components: detectability, intensity, character, and hedonic tone. The detection (or threshold) of an odor is based on a panel of responses to the odor. There are two types of thresholds: the odor detection threshold and the recognition threshold. The detection threshold is the lowest concentration of an odor that will elicit a response in a percentage of the population, typically presented as the mean (or 50 percent of the population) but is sometimes indicated as 100 percent or 10 percent. The recognition threshold is the minimum concentration that is recognized as having a characteristic odor quality by x percent (usually 50 percent) of the population (AIHA 1989). The intensity refers to the perceived strength of the odor. The odor character is what the substance smells like. The hedonic tone is a judgment of the pleasantness or unpleasantness of the odor. The hedonic tone varies based on subjective experience, frequency, odor character, odor intensity, and duration.

Land uses typically considered to be associated with odors include wastewater treatment facilities, waste-disposal facilities, or agricultural operations. The Revised Project does not contain land uses typically associated with emitting objectionable odors.

Diesel exhaust and VOCs will be emitted during construction of the Revised Project, which are objectionable to some; however, project construction activities will be over 200 feet from the existing residences to the west due to the location of the private conservation easement. Project grading and construction activities are expected to take approximately 8-10 months and will occur during hours established in the County's Development Code. For example, the noise ordinance limits work to Monday through Saturday during the hours of 6:00 am to 6:00 pm during the months of June through September and 7:00 am to 6:00 pm during the months of October through May. Diesel construction vehicle and equipment emissions will disperse rapidly from the Revised Project site as long as the location of project vehicles and equipment are as far from the existing sensitive receptors as possible, and therefore should will not reach a level to induce a negative response. In addition, Mitigation Measure AQ-1d will help assure project construction equipment and activities are located as far from existing sensitive uses as possible. Therefore, as was determined in the Original EIR for the Original Project, the Revised Project will not have significant impacts in regard to odors and no additional mitigation is necessary.

#### Mitigation Measures

- AQ-1d** Prior to Project construction, the Project proponent will provide a traffic control plan that will require:
- Construction parking to be configured such that traffic interference is minimized;
  - Dedicated turn lanes for movement of construction trucks and equipment on and offsite;

- Schedule construction activities that affect traffic flow on the arterial system to off-peak hours to the extent practicable;
- Construction vehicle and equipment activity/staging areas will be located at least 200 feet from existing sensitive receptors (i.e., existing residences to the west) to the greatest degree practical;
- Reroute construction trucks away from congested streets or sensitive receptor areas; and
- Improve traffic flow by temporary signal synchronization if possible.

#### 4.4 Biological Resources (RFDEIR pages 4-23, 4-25, 4-26, and 4-39)

**Existing Conditions.** The Project site consists of four plant communities: non-native grassland (NNG), coastal sage scrub (CSS), southern willow scrub (WS), and mule fat scrub (MS). Wildlife species observed on the project site include; western kingbird (*Tyrannus verticalis*), American crow (*Corvus brachyrhynchos*), American kestrel (*Falco sparverius*), northern mockingbird (*Mimus polyglottos*), western meadowlark (*Sturnella neglecta*), granite spiny lizard (*Sceloporus orcutti*), California ground squirrel (*Spermophilus beecheyi*) and Audubon's cottontail (*Sylvilagus audubonii*). Although the Project site contains suitable foraging and nesting habitat, there were no burrowing owl (*Athene cunicularia hypugea*)(BUOW) or least Bell's vireo (*vireo belli pusillus*)(LBV) on the Project site during the focused surveys. For the purposes of this EIR, it was assumed the project area, including the project site and the adjacent MJPA property, contain Stephens' kangaroo rat (*Dipodomys stephensii*)(SKR), a federally listed endangered species. The project site is not expected to support any other species listed as sensitive by federal or state resource agencies. The project site contains a drainage ditch and five minor riparian areas, but they do not meet the criteria required to be considered wetlands, and the site does not contain any known wildlife corridors.

The land to the east and south of the project site is a "Private Conservation Area" under the jurisdiction of the March Joint Powers Authority (MJPA) and managed by the Center for Natural Lands Management (CNLM) for its habitat value (SKR, etc.). The Original EIR did not include the management of this area in the baseline conditions. This minor change in the description baseline conditions was directed by the Superior Court Statement of Decision (Appendix F).

The Private Conservation Area has conditions similar to those of the project site relative to biological resources (i.e., non-native grassland vegetation and minimal wildlife). However, MJPA and its property are not subject to the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) or the SKR Habitat Conservation Plan (HCP) both previously approved by the County for habitat protection in this portion of Riverside County.

**Impact Analysis of the Revised Project.** The following analysis is based on the six CEQA Guidelines significance criteria for Biological Resources: (a) effect on species; (b) riparian habitat; (c) federally protected wetlands; (d) wildlife corridors and nursery sites; (e) local policies or ordinances protecting biological resources; and (f) conservation plans.



**Impact BR-1: Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?**

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According to the habitat assessment survey conducted by MBA in June 30, 2007, for the Original Project, the Project site does not contain any species listed or considered as sensitive by federal or state resource agencies. When LSA conducted a supplemental assessment in 2014 for the adjacent MJPA land, they determined the general assessment prepared by MBA was still applicable to the Revised Project because the project site conditions had not changed, just the project size and baselines. The adjacent MJPA property (Brown Street extension) was surveyed by LSA Associates in 2014 and no significant biological resources were found in that area at that time.

A small portion of the project site along the southern Project boundary (approximately 5 acres) is mapped by the MSHCP as being within the Core Area D which is comprised of Public/Quasi-Public Land consisting of Sycamore Canyon Park and March Air Base Stephens' Kangaroo Rat (*Dipodomys stephensi*) (SKR) Management Area. Since the adoption of the MSHCP, the SKR Reserve has been modified with the addition of the Potrero Site and the release of the March Air Base Management Area for development. With this modification, the Project site is no longer adjacent to the SKR Reserve, and therefore not within Core Area D. However, there is still SKR habitat on the Private Conservation Area property east and south of the Project and impacts to that habitat. Therefore SKR was considered to be present on the Revised Project site. The site is located within the boundaries of the County's HCP Fee Area and thus must pay the appropriate mitigation fee.

Up to 5 acres of MJPA land will be impacted by development of the proposed project (e.g., vacant land for Brown Street road and drainage improvements). This land is currently vacant and provides SKR habitat but is not subject to either the MSHCP or SKR Habitat Conservation Plan established by the County.

**Mitigation Measures.** The Original EIR concluded that there were significant impacts on listed or otherwise sensitive species and the following mitigation measures are required:

**BR-1a** Burrowing owl (*Athene cunicularia*) - Pursuant to Objective 6 of the Species Account for the burrowing owl included in the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP), within 30 days prior to the issuance of a grading permit, a pre-construction presence/absence survey for the burrowing owl shall be conducted. A qualified biologist, who has a Memorandum of Understanding (MOU) on record with the County of Riverside, shall conduct the survey. A report documenting the results of this presence/absence survey shall be provided to the Riverside County Planning Department, Environmental Programs Division (EDP) for review and approval. If burrowing owl is present on the project site or within a 150-meter buffer zone, take of "active" nests shall be avoided pursuant to the MSHCP and the Migratory Bird Treaty Act. However, when the burrowing owl is present, relocation outside of nesting season (February 1 through August 31) by a qualified biologist shall be required. The EDP shall be consulted to determine appropriate type of relocation (active or passive) and translocation sites.

The County shall consult and coordinate with the Western Riverside County Regional Conservation Authority (RCA) prior to any relocation (passive or active) of burrowing owls from the project site. The County may also consult with the California Department of Fish and Wildlife (CDFW) and the U.S. Fish and Wildlife Service (USFWS). Mitigation for

impacts will be consistent with the 2012 "Staff Report on Burrowing Owl Mitigation" published by the Department.

**BR-1b** Nesting Birds - The removal of any trees, shrubs, or any other potential nesting habitat shall be conducted outside the avian nesting season wherever practicable. The avian nesting season extends from February 15 through August 30. If ground-disturbing activities are scheduled during the nesting season, a survey for nesting birds shall be conducted by a qualified biologist prior to any ground disturbing activities. If active nests are found within 500 feet of the planned impact area, the area of the nest shall be flagged, including an adequate buffer as determined by a qualified biologist, and the flagged area shall be avoided until a qualified biologist has determined that the nest is no longer active. This measure shall be implemented to the satisfaction of the County requirements until said nesting activity has concluded.

**BR-1c** Prior to issuance of a grading permit, the developer shall demonstrate to the March Joint Powers Authority (MJPA) and the County Planning Department that potential impacts regarding loss of Stephens's kangaroo rat (SKR) habitat within the adjacent MJPA property have been effectively mitigated by payment of an established development impact fee established for such purpose, or by the provision of an appropriate amount of suitable SKR habitat in the surrounding region. Potential fee programs include but are not limited to the County's established Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) or the SKR Habitat Conservation Plan (HCP).

It should be noted that these measures apply to activities on the project site as well as work within the adjacent MJPA property that is disturbed by project construction (e.g., Brown Street alignment).

#### 4.6 Geology, Soils, and Seismicity (RFDEIR page 4-48)

##### Mitigation Measures

**GS-3a** The developer shall implement the grading recommendations identified in the Preliminary Geotechnical Report (2007) and any subsequent geotechnical investigations approved by the County Geologist. Prior to the commencement of building construction, the applicant shall retain a qualified engineer to design foundations adequate to support the project structures where necessary, based on the recommendations of the Preliminary Geotechnical Report (2007) or any subsequent geotechnical investigations approved by the County Geologist. Settlement analysis shall be performed once the structural design loads and foundation system geometry have been defined for each building. This condition shall apply to any improvements made on the adjacent MJPA property as appropriate.

Any additional geotechnical evaluation that covers or applies to the Brown Street improvements, or that affects the adjacent MJPA land, shall be submitted to MJPA and their Civil Engineer for review and comment prior to submitting grading plans to the County. Final engineering and grading plans shall be modified if necessary to reflect comments by MJPA to the greatest degree practical. Brown Street will be a County road so it must meet County geotechnical, engineering plan, and grading plan requirements.

(e) Mitigation Measures HWQ-1a and HWQ-1b in the RFDEIR already require a SWPPP and Water Quality Management Plan (WQMP) for the proposed project. The SWPPP is for short-term construction

impacts and must be approved prior to issuance of a grading permit. The WQMP is for long-term operational activities on the site and must be approved prior to final building occupancy approval.

(f) The additional Mitigation Measure HWQ-1d outlined in Response 10 above addresses this concern.

#### **4.8 Hydrology and Water Quality (RFDEIR pages 4-55, 4-60, and 4-61)**

**Existing Conditions.** The Project site is within the Santa Ana River watershed and is under the jurisdiction of the Santa Ana Regional Water Quality Control Board. The Project area drains into Sycamore Canyon through existing pipes under Alessandro Boulevard. The Project site is not within a 100-year Federal Emergency Management Agency Flood Zone Area.

The general topography of the Revised Project site slopes from south to north towards Alessandro Boulevard. Under existing conditions, the site drains northerly and easterly. The offsite area drains northeasterly towards the mid-portion of the site and is collected by an inlet (headwall) and conveyed easterly across the site crossing under Brown Street and outlets (headwall with rip-rap energy dissipater) east of the project site into the existing natural flow line. The northern portion of the on-site drains northerly across Alessandro Boulevard towards Sycamore Canyon. According to the preliminary geotechnical report prepared by Leighton Consulting, groundwater near the Revised Project site is inferred to be approximately thirty feet below the ground surface.

Runoff from the MJPA property adjacent to the eastern portion of the project site drains north toward Alessandro Boulevard, then east toward a 15-acre water quality area with riparian vegetation south of Alessandro Boulevard (also on MJPA property). The MJPA General Plan indicates that future light industrial development is planned on the MJPA land east of the project site. Such development would require future hydrology and water quality studies as part of a project-specific CEQA process, including the possible extension of Cactus Avenue as a Major Arterial with a 110-foot right-of-way west of Meridian Parkway, and a possible extension and connect to Brown Street, as well as related utilities.

#### **Mitigation Measures (additional measures/text shown in double underline are in response to MJPA comments and recommendations)**

**HWQ-1c** Prior to issuance of a grading permit by the County, the developer shall submit improvement plans related to Brown Street (i.e., including grading, road, and drainage improvements) to the March Joint Powers Authority (MJPA) for review and comment to determine their consistency with MJPA Development Code, regulations, and legal requirements. The developer shall incorporate plan modifications recommended by MJPA to the degree practical prior to submitting the plans to the County for review and approval. The developer shall demonstrate that any drainage improvements and the flows they convey will not negatively impact the “Meridian Business Center Ultimate Drainage Conditions” drainage plan. Brown Street will be a County road and so it must meet County road and drainage requirements if there is a conflict with MJPA Development Code requirements.

**HWQ-1d** Prior to issuance of an occupancy permit, the developer shall provide the County with a Maintenance Agreement or Agreements that includes all street, drainage, and water quality improvements that will not be maintained by the County or are within MJPA jurisdiction. This agreement or agreements will include revegetation with native plants of MJPA lands that are disturbed by project grading and Brown Street construction.

#### 4.9 Land Use and Planning (RFDEIR page 4-63)

(3<sup>rd</sup> paragraph) The MJPA land east of and immediately adjacent to the eastern boundary of the MJPA Brown Street right-of-way has been set aside as permanent habitat preservation and is referred to as the Private Conservation Lands in this document. All of the MJPA land surrounding the project site is covered by the MJPA General Plan and long-term transportation and drainage plans. MJPA has 453 acres further east of the project site that is planned for light industrial development, similar to the Meridian Business Park project a quarter mile southeast of the project site south of Alessandro Boulevard (off of Meridian Parkway). The MJPA General Plan shows Cactus Avenue is to be extended as a Major Arterial (110-foot right-of-way) from Meridian Parkway west to a point south of the project site, and Brown Street may eventually be extended south to tie into this future extension of Cactus Avenue. Future development within MJPA that requires these road extensions will prepare separate traffic and CEQA compliance documents to process this development. Based on the federal "Portrero" court decision and subsequent 2012 Settlement Agreement<sup>1</sup>, the MJPA land adjacent to the project site (immediately east of Brown Street and to the south and southwest) is planned to remain as open space and habitat for the Stephens' kangaroo rat (SKR) the foreseeable future.

**Impact LUP-2 Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the Project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect? (RFDEIR page 4-64)**

The Project site is within an unincorporated area in the County of Riverside, and therefore, it is subject to the County's General Plan goals and policies. The site is designated as Light Industrial (LI) under the foundation component of Community Development in the General Plan. This designation allows for a variety of uses including industrial, manufacturing, service, and commercial. The Revised Project is consistent with the existing General Plan (Light Industrial or LI) and zoning classifications of the site (Industrial Park or IP).

Based on information in the MJPA General Plan, the Revised Project proposes light industrial uses that would likely be similar to light industrial uses that would eventually be constructed on MJPA land east of the project site. Future development on the MJPA land east of the project site would also require future traffic and other studies as part of a project-specific CEQA process, including extension of Cactus Avenue and Brown Street. In addition, information presented in Section 4.4 of this RFDEIR on biological resources concludes that development of the Revised Project as proposed, with implementation of the proposed mitigation measures (as revised in this FEIR document) will not result in significant land use or planning impacts to MJPA and its property surrounding the project site, including future light industrial uses and open space/habitat land.

The following table evaluates the proposed project relative to specific policies in the MJPA General Plan, and demonstrates the project, with proposed mitigation as modified in this Final EIR, will reduce potential impacts to MJPA General Plan consistency to less than significant levels:

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<sup>1</sup> Settlement Agreement between the Center for Biological Diversity, San Bernardino Valley Audubon Society, MJPA, and LNR Riverside LLC

**MARCH JPA GENERAL PLAN GOALS AND PROJECT CONSISTENCY ANALYSIS**

<b><u>GOALS</u></b>	<b><u>ANALYSIS</u></b>
<b><u>LAND USE</u></b>	
<b><u>1</u></b>	<p><u>Land Use Plan provides for a balanced mix of land uses that contribute to the regional setting, can capitalize on the assets of the Planning Area, while insuring compatibility throughout the Planning Area and with regional plans.</u></p>
<b><u>2</u></b>	<p><u>Locate land uses to minimize land use conflict or creating competing land uses, and achieve maximum land use compatibility while improving or maintaining the desired integrity of the Planning Area and sub-region</u></p>
<b><u>3</u></b>	<p><u>Manage growth and development to avoid adverse environmental and fiscal effects.</u></p>



<b><u>4</u></b>	<u>Develop an identity and foster quality development within the Planning Area.</u>	<b><u>Consistent:</u></b> <u>The development is outside of the limits of the March Business Center, however, the project provides building, landscaping, lighting and parking siting; building color selections and overall architectural design that are generally consistent with the requirements of the March Business Center project.</u>
<b><u>5</u></b>	<u>Maximize and enhance the tax base and generation of jobs through new, reuse and joint use opportunities.</u>	<b><u>Consistent:</u></b> <u>The proposed land uses would continue to stimulate the creation of a major employment center. As such, it would provide a substantial enhancement to the tax base.</u>
<b><u>6</u></b>	<u>Support the continued Military Mission of March Air Reserve Base, and preservation of the airfield from incompatible land use encroachment.</u>	<b><u>Consistent:</u></b> <u>The project is designed to incorporate appropriate uses within the development-limited areas as defined in the Air Installation Compatible Use Zone (AICUZ) Study done in 2005, and is consistent with the Joint Land Use Study (i.e., FAA Forms 7460-1 and 7460-2).</u>
<b><u>7</u></b>	<u>Maximize the development potential as a regional Intermodal Transportation facility to support both passenger and freight-related air services</u>	<b><u>Not Applicable:</u></b> <u>The proposed project is a business/industrial park, not a regional Intermodal Transportation facility.</u>
<b><u>8</u></b>	<u>Preserve the natural beauty, minimize degradation of the March JPA Planning Area, and provide enhancement of environmental resources and scenic vistas.</u>	<b><u>Consistent:</u></b> <u>The project provides mitigation for impacts to riparian areas, jurisdictional waters of the U.S./State waters, LBV and Stephens Kangaroo Rat (SKR). The mitigation includes a 200-foot wide open space/conservation easement established along the western portion of the site. All newly created and existing adjacent habitat will be overlaid with a conservation easement for management and monitoring in perpetuity, including special treatments for buffer areas along MJPA properties that would ensure protection of MJPA Conservation Areas. These buffer area requirements will be specified as conditions for the Brown Street easement(s) from MJPA as appropriate.</u>
<b><u>9</u></b>	<u>Preserve the integrity of the historic and cultural resources of the Planning Area and provide for their enhancement.</u>	<b><u>Consistent:</u></b> <u>The RDEIR outlines potential impacts and recommends mitigation relative to cultural resources consistent with local Native American recommendations (see Mitigation Measures CR-2a through CR-2g and CR-4a as modified in FEIR Letter D) including on the adjacent MJPA property.</u>

<b>10</b>	<u>Avoid undue burdening of infrastructure, public facilities, and services by requiring new development to contribute to the improvement and development of the March JPA Planning Area.</u>	<b>Consistent:</b> <u>The project is constructing the entire width of Brown Street adjacent to the project site, including MJPA property, and associated drainage improvements at no capital cost to MJPA. The developer will also establish maintenance agreements for planned improvements to minimize costs to MJPA.</u>
<b>11</b>	<u>Plan for the location of convenient and adequate public services to serve the existing and future development of March JPA Planning Area.</u>	<b>Consistent:</b> <u>All public facility connections are located adjacent to the site, and adequate capacity has been deemed available by the responsive agencies. Service facility letters were obtained from these agencies and their comments/recommendations have been incorporated into the project accordingly. Providing services to the Project site is not expected to inhibit or restrict future services to any development within the adjacent MJPA property.</u>
<b>12</b>	<u>Ensure, plan, and provide adequate infrastructure for all facility reuse and new development, including but not limited to, integrated infrastructure planning, financing and implementation.</u>	<b>Consistent:</b> <u>Development of the project would proceed only with required infrastructure and services. The developer will establish maintenance agreements for planned improvements to minimize costs to MJPA. Providing utility connections and services to the Project site is not expected to inhibit or restrict future services to any development within the adjacent MJPA property.</u>
<b>13</b>	<u>Secure adequate water supply system capable of meeting normal and emergency demands for existing and future land uses.</u>	<b>Consistent:</b> <u>As described in RFDEIR for the project, the existing water supply provider and system will have sufficient capacity to accommodate projected normal and emergency needs.</u>
<b>14</b>	<u>Establish, extend, maintain and finance a safe and efficient wastewater collection, treatment and disposal system, which maximizes treatment and water recharges, minimizes water use, and prevents groundwater contamination.</u>	<b>Consistent:</b> <u>As described within the RDEIR, this project would provide the necessary conveyance and treatment facilities to achieve this goal.</u>

<b>15</b>	<u>In compliance with state law, ensure solid waste collection, siting and construction of transfer and/or disposal facilities, operation of waste reduction and recycling programs, and household hazardous waste disposal programs and education are consistent with the County Solid Waste Management Plan.</u>	<b><u>Consistent:</u></b> <u>The project would comply with the requirements of the County of Riverside's Source Reduction and Recycling Element (SRRE).</u>
<b>16</b>	<u>Adequate supplies of natural gas and electricity from utility purveyors and the availability of communications services shall be provided within the March JPA Planning Area.</u>	<b><u>Consistent:</u></b> <u>All public facility connections are located adjacent to the site, and adequate capacity has been deemed available by the responsive agencies. Service facility letters were obtained from these agencies and their comments/recommendations have been incorporated into the project accordingly. Providing utility connections and public services to the Project site is not expected to inhibit or restrict future services to any development within the adjacent MJPA property.</u>
<b>17</b>	<u>Adequate flood control facilities shall be provided prior to, and concurrent with, development in order to protect the lives and property within the March JPA Planning Area.</u>	<b><u>Consistent:</u></b> <u>The RFDEIR and this Final EIR describe how drainage on the project site and the adjacent MJPA property will be accommodated by the proposed improvements within the Brown Street right-of-way. These improvements will effectively protect the neighboring MJPA property.</u>
<b><u>TRANSPORTATION</u></b>		

<p><b>1</b></p>	<p><u>Establish and provide for a comprehensive transportation system that captures the assets and opportunities of the planning area, existing transportation facilities, and planned transportation facilities for the future growth and development of the planning area and sub-region.</u></p>	<p><b><u>Consistent:</u></b> <i>The project site is located north of Cactus Avenue, which is designated as a Major Arterial under the March JPA General Plan. Within this designation, Cactus Avenue would provide an 86-foot wide roadway within a 110-foot Right of Way to provide two lanes in an east-west direction, and a Class II commuter serving bike lane if curbside parking is restricted. It is unknown at this time when neighboring March JPA properties will be developed, or when Cactus Avenue improvements will be implemented. Nonetheless, to ensure a future connection to Alessandro Boulevard through Brown Street, the Project will install an Industrial Collector road pursuant to County standards that will terminate at the existing unimproved Cactus Avenue as a cul-de-sac. A connection to Cactus Avenue is not needed for this Project, and at this time, public access to Cactus Avenue is restricted pursuant to a 2012 Settlement Agreement between the Center of Biological Diversity, San Bernardino Audubon Society, March JPA and LNR Riverside LLC. As such, a future connection between Brown Street and Cactus Avenue will be analyzed as part of future entitlements for neighboring parcels, and any future Agreement modification between the aforementioned parties. The project site is located less than half a mile west of the Burlington Northern Santa Fe (BNSF) rail line and RCTC Metrolink station, providing access to existing transportation facilities for rail service that is convenient for future industrial tenants in the area. The Metrolink Station that is also a half mile east of the Project site will provide an alternative transportation service for future project employees.</i></p>
<p><b>2</b></p>	<p><u>Build and maintain a transportation system which capitalizes on the multi-faceted elements of transportation planning and systems, designed to meet the needs of the planning area, while minimizing negative effects on air quality, the environment and adjacent land uses and jurisdictions.</u></p>	<p><b><u>Consistent:</u></b> <i>This project would accommodate local transit service, bicycle lanes, and pedestrian facilities.</i></p>
<p><b>3</b></p>	<p><u>Develop a transportation system that is safe, convenient, efficient, and provides adequate capacity to meet local and</u></p>	<p><b><u>Consistent:</u></b> <i>This project would provide an internal street network and provide transportation capacity improvements to</i></p>

	<u>regional demands.</u>	<u>existing facilities off-site based on future demand. Transportation improvements would be constructed based on planned development and projected background traffic growth.</u>
<b>4</b>	<u>Provide a balanced transportation system that ensures the safe and efficient movement of people and goods throughout the planning area, while minimizing the use of land for transportation facilities</u>	<b><u>Consistent:</u></b> <u>Project internal streets are sized to accommodate projected future traffic in an efficient manner.</u>
<b>5</b>	<u>Plan and encourage land use patterns and designs, which enhance opportunities for non-vehicular circulation and improve trip reduction strategies.</u>	<b><u>Consistent:</u></b> <u>Site plans for individual buildings shall be reviewed to ensure that pedestrian, bicycle and transit access is facilitated.</u>
<b>6</b>	<u>Establish vehicular access control policies in order to maintain and insure the effectiveness and capacity of arterial roadways.</u>	<b><u>Consistent:</u></b> <u>Consistent with MJPA Transportation Policies, the Project internal roadways would be designed in accordance with the "County Road Improvement Standards and Specifications," published by the County of Riverside, and take into account additional landscaping requirements established in the Riverside County Integrated Plan County standards limit intersection intervals on arterial roadways.</u>
<b>7</b>	<u>Facilitate and develop transportation demand management and transportation systems management programs, and use of alternate transportation modes.</u>	<b><u>Consistent:</u></b> <u>The project will be a half mile west of a new Metrolink station and is adjacent to Alessandro Boulevard which has local bus service. The site could also be accessed by pedestrians and bicyclists via Alessandro Boulevard.</u>
<b>8</b>	<u>Adequate, affordable, equitably distributed and energy efficient public and mass transit services which promote the mobility to, from, and within the planning area shall be provided.</u>	<b><u>Consistent:</u></b> <u>The project area will have both local transit service and inter-city passenger rail service. The local transit system of bus stops and bus shelters would be approved by the Riverside Transit Agency (RTA).</u>
<b>9</b>	<u>Develop measures which will reduce the number of vehicle-miles traveled during peak travel periods.</u>	<b><u>Consistent:</u></b> <u>This project improves the jobs/housing balance in western Riverside County by providing an employment center in an area that is largely residential. This would provide an opportunity for residents to work locally, rather than commute to Los Angeles or Orange Counties. Jobs/housing balance would</u>

		<i>help reduce vehicle miles of travel.</i>
<b>10</b>	<u>Regulate the travel of trucks on March JPA Planning Area streets.</u>	<b>Consistent:</b> <u>Not Applicable. The project does not propose the travel of trucks on March JPA Planning Area streets.</u>
<b>11</b>	<u>Adequate off-street parking for all land uses shall be provided which requires adequate on-site parking to prevent spill over on the adjacent street system.</u>	<b>Consistent:</b> <u>The Project will provide all required off-street parking per the County's Development Code requirements.</u>
<b>12</b>	<u>Plan for and seek to establish and area-wide system of bicycling trails, with linkages within the planning area and with adjacent jurisdictions, and in compliance with sub-regional plans.</u>	<b>Consistent:</b> <u>The project will provide pedestrian and bicycle improvements as required by the County, and Alessandro Boulevard provides pedestrian and bicycle access to the surrounding area.</u>
<b>13</b>	<u>Promote, preserve and protect the joint use of the aviation field by the Air Force Reserves and civilian aviation.</u>	<b>Not Applicable:</b> <u>The proposed project is not an aviation field, nor does it require the use of an aviation field.</u>
<b>14</b>	<u>Goods movement through the San Jacinto Rail Branch line shall be capitalized.</u>	<b>Consistent:</b> <u>The project is less than half a mile west of an existing BNSF railway line. However, the Project as proposed is not expected to directly utilize rail service.</u>
<b>15</b>	<u>In accordance with state and federal law, promote and provide mobility for the disabled.</u>	<b>Consistent:</b> <u>Development plans and public improvement plans shall take into account the accessibility requirements of the Americans with Disability Act (ADA).</u>
<b><u>NOISE</u></b>		
<b>1</b>	<u>Ensure that land uses are protected from excessive and unwanted noise.</u>	<b>Consistent:</b> <u>Project development shall be consistent with the land use limitations established in the AICUZ study and the Joint Land Use Study.</u>
<b>2</b>	<u>Minimize incompatible noise level exposures throughout the Planning Area, and where possible, mitigate the effect of noise incompatibilities to provide a safe and healthy environment.</u>	<b>Consistent:</b> <u>Project development shall be consistent with the land use limitations established in the AICUZ study and the Joint Land Use Study.</u>
<b>3</b>	<u>Work toward the reduction of noise impacts from vehicular traffic, and aviation and rail operations.</u>	<b>Consistent:</b> <u>The project shall implement the noise related mitigation established within the RDEIR.</u>



<b><u>AIR QUALITY</u></b>		
<b><u>1</u></b>	<u>Promote alternative modes of travel.</u>	<b><u>Consistent:</u></b> <u>This project will be a half mile west of a new Metrolink station and is adjacent to Alessandro Boulevard which has local bus service. The site could also be accessed by pedestrians and bicyclists via Alessandro Boulevard. Industrial uses with +250 employees may be required to provide a Transportation Demand Management Plan to the County.</u>
<b><u>2</u></b>	<u>Reduce emissions associated with vehicle miles traveled by enhancing the jobs/housing balance of the sub-region of western Riverside County.</u>	<b><u>Consistent:</u></b> <u>This Project improves the jobs/housing balance in western Riverside County by providing a large employment center in an area that is largely residential. This would provide an opportunity for residents to work locally, rather than commute to Los Angeles or Orange Counties. Jobs/housing balance would help reduce vehicle miles of travel, resulting in reduced emissions.</u>
<b><u>3</u></b>	<u>Reduce air pollution through proper land use, transportation and energy use planning.</u>	<b><u>Consistent:</u></b> <u>This project will be a half mile west of a new Metrolink station and is adjacent to Alessandro Boulevard which has local bus service. The site could also be accessed by pedestrians and bicyclists via Alessandro Boulevard. Industrial uses with +250 employees may be required to provide a Transportation Demand Management Plan to the County.</u>
<b><u>4</u></b>	<u>Pursue reduced emissions for stationary and mobile sources through the use and implementation of new and advancing technologies.</u>	<b><u>Consistent:</u></b> <u>Where feasible and appropriate, development of this project shall accommodate the use of advancing technologies, such as alternate fueled vehicles and other innovations that would provide air quality benefits.</u>
<b><u>5</u></b>	<u>Maximize the effectiveness of air quality control programs through coordination with other governmental entities.</u>	<b><u>Consistent:</u></b> <u>Development in this project would comply with the various mitigation measures for air quality which are generally consistent with Air Quality Goal 5 of the March JPA General Plan.</u>
<b><u>6</u></b>	<u>Reduce emissions associated with vehicle/engine use.</u>	<b><u>Consistent:</u></b> <u>This project improves the jobs/housing balance in western Riverside County by providing a large employment center in an area that is largely residential. This would provide an opportunity for residents to work locally, rather than commute to Los</u>

		<u>Angeles or Orange Counties. Jobs/housing balance would help reduce vehicle miles of travel.</u>
<u>7</u>	<u>Reduce emissions associated with energy consumption.</u>	<b><u>Consistent:</u></b> <u>Development in this project would exceed the current state Green Building Code requirements for energy conservation and so is generally consistent with the policies outlined in Air Quality Goal 7. In addition, this Project will meet the Leadership in Energy and Environmental Design (LEED) Silver requirements, including siting and building design.</u>
<u>8</u>	<u>Reduce air pollution emissions and impacts through siting and building design.</u>	<b><u>Consistent:</u></b> <u>This Project will meet the Leadership in Energy and Environmental Design (LEED) Silver requirements, including siting and building design, and so would be generally consistent with the policies outlined in Air Quality Goal 8.</u>
<u>9</u>	<u>Reduce fugitive dust and particulate matter emissions.</u>	<b><u>Consistent:</u></b> <u>Development in this project would comply with the various mitigation measures for air quality which are generally consistent with Air Quality Goal 9 of the March JPA General Plan.</u>
<b><u>RESOURCE MANAGEMENT</u></b>		
<u>1</u>	<u>Conserve and protect surface water, groundwater, and imported water resources.</u>	<b><u>Consistent:</u></b> <u>The project would be constructed to minimize impacts to the existing drainage channels. The landscape plan includes drought tolerant plant materials. Irrigation would be moisture sensitive to limit irrigation during times of heavy rains.</u>
<u>2</u>	<u>Control flooding to reduce major losses of life and property.</u>	<b><u>Consistent:</u></b> <u>This project would provide a number of drainage facilities, including culverts, open channels, and retention basins, to control potential flooding impacts.</u>
<u>3</u>	<u>Conserve and protect significant land forms, important watershed areas, mineral resources and soil conditions.</u>	<b><u>Consistent:</u></b> <u>The RDEIR has been prepared to assess and, if appropriate, mitigate project impacts on geology, soils, and hydrology.</u>
<u>4</u>	<u>Conserve energy resources through use of available energy technology and conservation practices.</u>	<b><u>Consistent:</u></b> <u>As appropriate, this project shall comply with applicable state and local regulations relating to energy conservation.</u>

<b><u>5</u></b>	<u>Conserve and protect significant stands of mature trees, native vegetation, and habitat within the planning area.</u>	<b><u>Consistent:</u></b> <u>The Project would protect and preserve areas of riparian habitat. This preservation area would include associated drainage channels and wetlands.</u>
<b><u>6</u></b>	<u>Provide an effective and efficient waste management system for solid and hazardous wastes that is financially and environmentally responsible.</u>	<b><u>Consistent:</u></b> <u>This Project shall comply with appropriate and applicable regulations and standards with respect to the management of solid and hazardous wastes.</u>
<b><u>7</u></b>	<u>Promote cultural awareness through preservation of the planning area's historic, archaeological and paleontological resources.</u>	<b><u>Consistent:</u></b> <u>The RDEIR outlines potential impacts and recommends mitigation relative to cultural resources consistent with local Native American recommendations including on the adjacent MJPA property (see Mitigation Measures CR-2a through CR-2g and CR-4a as modified in FEIR Letter D).</u>
<b><u>8</u></b>	<u>Develop and maintain recreational facilities as economically feasible, and that meet the needs of the community for recreational activities, relaxation and social interaction.</u>	<b><u>Not Applicable:</u></b> <u>Recreational facilities are not a part of this industrial development.</u>
<b><u>9</u></b>	<u>Create a network of open space areas and linkages throughout the Planning Area that serves to preserve natural resources, protect health and safety, contributes to the character of the community, provide active and passive recreational use, as well as visual and physical relief from urban development.</u>	<b><u>Consistent:</u></b> <u>The project provides a 200-foot wide buffer along the western boundary for habitat protection, which is contiguous with the existing habitat on the adjacent MJPA land to the southwest, south, and east. The project site will be separated from the habitat areas by appropriate fencing to reduce impacts to biological resources and preclude human access.</u>
<b><u>10</u></b>	<u>Establish standards for scenic corridors, trails and vistas that contribute to the quality of the planning area.</u>	<b><u>Consistent:</u></b> <u>This project would provide landscaped lots adjacent to major arterial roadways and would provide additional landscaping within easements along internal streets adjacent to large industrial lots. Bicycle trails or improvements will be provided if required by County development guidelines.</u>
<b><u>SAFETY/RISK MANAGEMENT</u></b>		
<b><u>1</u></b>	<u>Minimize injury and loss of life, property damage, and other impacts caused by seismic shaking, fault rupture, ground failure, and landslides.</u>	<b><u>Consistent:</u></b> <u>A geological reconnaissance was conducted for the Project property in 2007 (Leighton, Original DEIR Appendix E) which revealed that there are no active or inactive faults crossing the Project property and that the property is suitable for development.</u>

		<u>Review of the Project geotechnical site data indicates the adjacent MJPA land has similar conditions.</u>
<u>2</u>	<u>Minimize grading and otherwise changing the natural topography, while protecting the public safety and property from geologic hazards.</u>	<b><u>Consistent:</u></b> <u>Grading within this project is designed to minimize impacts to the existing topography. The project would incorporate grading development standards and recommendations, which would minimize any potential geotechnical and site development constraints that occur on-site.</u>
<u>3</u>	<u>Minimize injury, loss of life, property damage, and economic and social disruption caused by flood hazards.</u>	<b><u>Consistent:</u></b> <u>This project would provide a number of drainage facilities, including culverts, open channels, and detention basins, to control potential flooding impacts.</u>
<u>4</u>	<u>Reduce threats to public safety and protect property from wildland and urban fire hazards.</u>	<b><u>Consistent:</u></b> <u>As appropriate, this project shall comply with applicable regulations and guidelines relating to brush management and fire protection services.</u>
<u>5</u>	<u>Reduce the potential for hazardous material exposure or contamination in the Planning Area.</u>	<b><u>Consistent:</u></b> <u>To the extent that it is appropriate, this project shall comply with regulations and guidelines relating to hazardous material exposure/ contamination.</u>
<u>6</u>	<u>Ensure to the fullest extent practical that, in the event of a major disaster, critical structures and facilities remain safe and functional.</u>	<b><u>Consistent:</u></b> <u>To the extent appropriate, this project shall comply with regulations and guidelines relating to the functionality of critical structures in the event of a major disaster.</u>
<u>7</u>	<u>Reduce the possible risk of upset, injury and loss of life property damage, and other impacts associated with an aviation facility.</u>	<b><u>Consistent:</u></b> <u>The project shall be consistent with the 2005 AICUZ Study and the Joint Land Use Study.</u>
<u>8</u>	<u>Plan for emergency response and recovery from natural and urban disasters.</u>	<b><u>Consistent:</u></b> <u>The project shall comply with appropriate and applicable regulations and guidelines relating to emergency response and recovery from natural and urban disasters.</u>

As shown in the preceding table, the project, with implementation of the mitigation outlined in this FEIR, is consistent with applicable policies of the MJPA General Plan. Therefore, similar to the Original Project, no significant land use or planning impacts are expected from implementation of the Revised Project, including the MJPA Brown Street improvements, and no mitigation is required.

#### 4.11 Noise (RFDEIR pages 4-68 to 4-70)

**Existing Conditions.** The dominant noise source at the project site is currently vehicular traffic on I-215, approximately 0.5 mile to the east, and traffic on Alessandro Boulevard immediately to the north. Existing roadway noise levels onsite are estimated between 54.4 dBA CNEL to 70.5 dBA CNEL. A single set of railroad tracks, running north and south, are located 0.33 mile to the east. Interstate 215 (I-215) is located just past the tracks, approximately 0.5 mile from the Project site. The site is located approximately 2 miles northwest of March Air Reserve Base (Base), which has a 2.5-mile runway capable of handling aircraft up to a C-17. The project site is within the March Air Reserve Base Airport Influence Policy Area, Safety Zone II.

The adjacent MJPA property is currently vacant and does not generate any noise from onsite activities, but is affected by existing noise from traffic on the I-215 Freeway to the east and Alessandro Boulevard to the north, as well as aircraft overflights from the March Air Reserve Base to the southeast.

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**Impact N-1 Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?**

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The trip generation assessment (Appendix E) determined that the Revised Project would generate only a third of the total vehicular trips (in Passenger Car Equivalents or PCEs) than the Original Project so it is likely the Revised Project, including the MJPA Brown Street improvements, would have substantially less impact on land uses along truck routes serving the project, and would also be less than significant as the noise impacts of the Original Project were determined to be less than significant.

**County Noise Standards.** The County of Riverside has adopted a modified version of the State guidelines for interior and exterior noise standard sources as part of the General Plan Noise Element for assessing the compatibility of land uses with transportation related noise impacts. The County addresses two separate types of noise sources, mobile and stationary. Mobile or transportation related noise impacts are controlled using the 24-hour CNEL to assess the land use compatibility for community noise exposure. The Noise Element of the County General Plan specifies the maximum noise levels allowable for new development impacted by transportation noise sources such as arterial roads, freeways, airports and railroads. The General Plan defines noise levels for industrial uses up to 75 dBA CNEL as “normally acceptable”, which means the development of an industrial use is satisfactory with normal conventional construction without special noise insulation requirements. A stationary noise producer is any object or entity in a fixed location that emits noise. The County of Riverside has set exterior noise limits to control delivery trucks, trash compactors, speakerphones, vehicle activities, and mechanical ventilation system noise impacts associated with development to adjacent noise sensitive uses. These facility-related noises, as projected to any portion of any surrounding property containing a habitable dwelling ... must not exceed the worst-case noise levels. In addition, while noise generated by the use of motor vehicles over public roads is preempted from local regulation, the County considers the use of vehicles to be a stationary source when operated on private property such as a truck terminal or warehousing facility. The Noise Element sets an exterior noise limit not to be exceeded for a cumulative period of more than ten minutes in any hour of 65 dBA Leq for daytime hours of 7 a.m. to 10 p.m. and 45 dBA L<sub>eq</sub> during the noise sensitive nighttime hours of 10 p.m. to 7 a.m.

At this time it is not anticipated that the warehouse buildings will operate 24 hours a day, 7 days a week, but it is possible since the project is speculative and no specific building users have yet been identified. In any event, the project loading docks of Building 1, which would be closest to the residences, are not located on the west side of the building (facing the existing residences) so it is not expected that warehouse operations would cause significant noise impacts on local residents even if one or both of the proposed warehouses were to operate 24/7. For example, the loading docks for Building 1 face north-south and are approximately 400 feet from the existing residences at their closest point. Both

loading/unloading and truck slow-speed movement would result in approximately 75 dBA  $L_{max}$  at 50 feet. Air conditioning units (rooftop) would generate up to 70 dBA at 50 feet. At a distance of 400 feet, a reduction of 18 dBA occurs based only on distance attenuation. Therefore, each loading dock or truck movement would be reduced to 57 dBA (75 – 18) for a noise level of 50 dBA  $L_{max}$ . Even if it was assumed there would be up to 32 trucks in the loading/unloading area, either maneuvering into or out of the dock doors or idling for loading/unloading, which would increase the noise level by 12 dBA (3 dBA increase per doubling of the number of trucks), the resulting noise level would be 69 dBA  $L_{max}$ , which is lower than the County's 70 dBA and 75 dBA  $L_{max}$  for daytime and nighttime stationary source noise levels, respectively. The rooftop air conditioning units would receive additional noise attenuation from the parapet surrounding the roof and would not have any measurable contribution to the ambient noise levels at 400 feet away. Therefore, even 24/7 operation of the project warehouses would not have significant noise impacts on the adjacent residences.

The loading docks for Building 2 on Lot 3 do face west so it is possible operational noise may reach the existing residences to the northwest. Both loading/unloading and truck slow-speed movement would result in approximately 75 dBA  $L_{max}$  at 50 feet. Air conditioning units (rooftop) would generate up to 70 dBA at 50 feet. At a distance of 1,110 feet, a reduction of 27 dBA occurs based only on distance attenuation. Noise from Building 2 that traveled toward the existing residences would also be partially blocked by Building 1, with a minimum of 6 dBA noise reduction from building shielding. Therefore, each loading dock or truck movement would be reduced by 33 dBA (75 – 27 – 6) for a noise level of 42 dBA  $L_{max}$ . Even if it was assumed there would be up to 16 trucks in the loading/unloading area, either maneuvering into or out of the dock doors or idling for loading/unloading, which would increase the noise level by 15 dBA (3 dBA increase per doubling of the number of trucks), the resulting noise level would be 57 dBA  $L_{max}$ , which is much lower than the County's 70 dBA and 75 dBA  $L_{max}$  for daytime and nighttime stationary source noise levels, respectively. The rooftop air conditioning units would receive additional noise attenuation from the parapet surrounding the roof and would not have any measurable contribution to the ambient noise levels at 1,110 feet away. Therefore, even 24/7 operation of the project warehouses would not have significant noise impacts on the adjacent residences.<sup>1</sup>

A supplemental noise assessment was prepared for the Revised Project (see Appendix D), including the possible use of an onsite rock crushing facility to be located on Lot 3 (see section 3.3.3 in the Project Description). At a minimum, the rock crushing machinery would be at least 880 feet from the closest sensitive receptor (i.e., residences west of the site) and more likely 1,300 feet if the rock crushing equipment is placed near the center of Lot 3. The assessment indicates that rock crushing would result in noise levels of 62 dBA  $L_{max}$  and 51.4 dBA  $L_{eq}$  under worst case conditions (880 feet from residences) while it is more likely noise levels would be 59 dBA  $L_{max}$  and 48.4 dBA  $L_{eq}$ , all of which are within County noise requirements, as outlined below. It should be emphasized that it is not certain that rock crushing activities will actually occur onsite, and it would never occur at night or on the weekends. However, it is analyzed in this section to identify potential worst case conditions. This activity was not identified in the Original EIR.

Using Lot 2 for parking and/or storage would incrementally reduce the general noise impacts of the project both to nearby neighbors and on surrounding roadways by reducing the amount of warehouse building on the site compared to the Original Project.

Regarding the adjacent MJPA property, the loading docks for Building 1 face north-south and are at approximately 400 feet from the existing vacant land/open space/habitat uses. In addition, the warehouse has "wing-walls" at its southeast and northeast corners that would provide additional noise shielding toward the MJPA property. Due to the project design and distances involved, operational noise impacts east toward the MJPA property would be similar to those west toward the existing residences. Both loading/unloading and truck slow-speed movement would result in approximately 75 dBA  $L_{max}$  at 50 feet.

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<sup>1</sup> Data provided by Dr. Tony Chung, director of the LSA noise assessment group via email (June 16, 2015).



Air conditioning units (rooftop) would generate up to 70 dBA at 50 feet. Even if it was assumed there would be up to 32 trucks in the loading/unloading area, either maneuvering into or out of the dock doors or idling for loading/unloading, which would increase the noise level by 12 dBA (3 dBA increase per doubling of the number of trucks), the resulting noise level would be 69 dBA  $L_{max}$ , which is lower than the County's 70 dBA and 75 dBA  $L_{max}$  for daytime and nighttime stationary source noise levels, respectively. The rooftop air conditioning units would receive additional noise attenuation from the parapet surrounding the roof and would not have any measurable contribution to the ambient noise levels at 400 feet away. The loading docks for Building 2 on Lot 3 face west so there would be little or no operational noise that would reach the adjacent MJPA property. Construction noise impacts to the east would not exceed the noise levels already estimated in the Original DEIR and were determined to be less than significant with mitigation (measures N-4a and N-4b). Therefore, project warehouses would not have significant noise impacts on the adjacent MJPA open space/habitat land or any light industrial uses that might be built in the future further east on MJPA land, as outlined in the MJPA General Plan.

Based on the foregoing, the Revised Project, including the adjacent MJPA property, and similar to the Original Project, will not have significant impacts related to noise exposure in excess of established standards with implementation of the recommended mitigation measures, including modifications to MM N-4a to address potential rock crushing activities.

#### 4.14 Transportation (RFDEIR page 4-86)

**Impact T-1 Cause an increase in traffic, which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)?**

(ADD BEFORE LAST PARAGRAPH) Based on information in the MJPA General Plan, the Revised Project proposes light industrial uses that would likely be similar to light industrial uses that would eventually be constructed on MJPA land east of the project site. Future development on the MJPA land east of the project site would also require future traffic and other studies as part of a project-specific CEQA process, including extension of Cactus Avenue and Brown Street. Development of the Revised Project as proposed, with implementation of the proposed mitigation measures, will not result in significant traffic impacts to MJPA and its property surrounding the project site, including future light industrial uses and open space/habitat land.

However, in an abundance of caution, the mitigation measures adopted for the Original Project (MM T-1a through T-1g) are included as a part of the Revised Project, including the proposed MJPA Brown Street improvements. This represents a less than significant impact.

### SECTION 3 SUMMARY

The information provided in the Response to Comments in Section 2 and the additions/corrections outlined in Section 3 do not constitute substantial new information that requires recirculation of the Draft EIR. The California Environmental Quality Act (CEQA) Guidelines, Section 15088.5, states:

- (a) A lead agency is required to recirculate an EIR when significant new information is added to the EIR after public notice is given of the availability of the draft EIR for public review under Section 15087 but before certification. As used in this section, the term "information" can include changes in the project or environmental setting as well as additional data or other information. New information added to an EIR is not "significant" unless the EIR is changed in a way that deprives the public of a meaningful opportunity to comment upon a substantial

adverse environmental effect of the project or a feasible way to mitigate or avoid such an effect (including a feasible project alternative) that the project's proponents have declined to implement. "Significant new information" requiring recirculation includes, for example, a disclosure showing that:

- (1) A new significant environmental impact would result from the project or from a new mitigation measure proposed to be implemented.
  - (2) A substantial increase in the severity of an environmental impact would result unless mitigation measures are adopted that reduce the impact to a level of insignificance.
  - (3) A feasible project alternative or mitigation measure considerably different from others previously analyzed would clearly lessen the significant environmental impacts of the project, but the project's proponents decline to adopt it.
  - (4) The Draft EIR was so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment were precluded.
- (b) Recirculation is not required where the new information added to the EIR merely clarifies or amplifies or makes insignificant modifications in an adequate EIR.

The editorial changes to the Draft EIR described above do not constitute "significant" new information because:

- No new significant environmental impact would result from the project or from a new mitigation measure;
- There is no substantial increase in the severity of an environmental impact that would result unless mitigation measures are adopted that reduce the identified significant impacts to a level of insignificance;
- No feasible project alternative or mitigation measure considerably different from others previously analyzed has been proposed or identified that would clearly lessen the significant environmental impacts of the project; and
- The Draft EIR is not fundamentally or basically inadequate or conclusory in nature such that meaningful public review and comment were precluded.

Therefore, recirculation of the Draft EIR is not required because the information provided in the Response to Comments does not result in any substantial changes or additions to the Draft EIR. The responses merely clarify or amplify information already provided, or make insignificant modifications to the already adequate Draft EIR.

## **4. MITIGATION MONITORING AND REPORTING PROGRAM**

### **4.1 INTRODUCTION**

This Mitigation Monitoring and Reporting Program has been prepared for use in implementing mitigation for the:

**Alessandro Commerce Centre Project**

The program has been prepared in compliance with State law and the Environmental Impact Report (EIR) (State Clearinghouse No. 2008061136 prepared for the project by the County of Riverside.

The California Environmental Quality Act (CEQA) requires adoption of a reporting or monitoring program for those measures placed on a project to mitigate or avoid adverse effects on the environment (Public Resource Code Section 21081.6). The law states that the reporting or monitoring program shall be designed to ensure compliance during project implementation.

The monitoring program contains the following elements:

- 1) The mitigation measures are recorded with the action and procedure necessary to ensure compliance. In some instances, one action may be used to verify implementation of several mitigation measures.
- 2) A procedure for compliance and verification has been outlined for each action necessary. This procedure designates who will take action, what action will be taken and when, and to whom and when compliance will be reported.
- 3) The program has been designed to be flexible. As monitoring progresses, changes to compliance procedures may be necessary based upon recommendations by those responsible for the program. As changes are made, new monitoring compliance procedures and records will be developed and incorporated into the program.

This Mitigation Monitoring and Reporting Program includes mitigation identified in the Final EIR.

### **4.2 MITIGATION MONITORING AND RESPONSIBILITIES**

As the Lead Agency, the County of Riverside is responsible for ensuring full compliance with the mitigation measures adopted for the proposed project. The County will monitor and report on all mitigation activities. Mitigation measures will be implemented at different stages of development throughout the project area. In this regard, the responsibilities for implementation have been assigned to the Applicant, Contractor, or a combination thereof. If during the course of project implementation, any of the mitigation measures identified herein cannot be successfully implemented, the County shall be immediately informed, and the County will then inform any affected responsible agencies. The County, in conjunction with any affected responsible agencies, will then determine if modification to the project is required and/or whether alternative mitigation is appropriate.

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**4.3 MITIGATION MONITORING AND REPORTING PROGRAM**

**Project File Name:** Alessandro Commerce Centre

**Applicant:**

Amstar

**Date:**

January 2016

DEIR Section/Mitigation Measure/ Implementing Actions	Method of Verification	Timing and Monitoring Frequency	Responsible for Monitoring	Verified Date/ Initials
<b>Air Quality</b>				
<b>AQ-1a</b> All diesel-powered construction equipment in use in excess of 50 horsepower shall meet the Tier 4 emission standards. Diesel haul trucks shall meet EPA 2010 emission requirements. If the developer can demonstrate to the County that 2010 vehicles are not readily available within a 50-mile radius of the project, trucks meeting the EPA 2007 model year NOx emission requirements may be used at the discretion of the County.	Direct observations, site inspections	Ongoing throughout the construction phase	County Staff	
<b>AQ-1b</b> Construction equipment will be properly maintained at an offsite location; maintenance shall include proper tuning and timing of engines. Equipment maintenance records and equipment design specification data sheets shall be kept on-site during construction.	Direct observations, site inspections	Ongoing throughout the construction phase	County Staff	
<b>AQ-1c</b> As a matter of law, all construction equipment, whether or not it is used for this Project, is required to meet State of California Emissions requirements, which are administered by the California Air Resources Board (ARB). Specifically, all off-road diesel-fueled vehicles will comply with Sections 2449, 2449.1, 2449.2 and 2449.3 in Title 13, Article 4.8, Chapter 9, CCR. The developer shall require all contractors to turn off all construction equipment and delivery vehicles when not in use or to limit equipment idling to less than 5 minutes.	Direct observations, site inspections	Ongoing throughout the construction phase	County Staff	

<b>DEIR Section/Mitigation Measure/ Implementing Actions</b>	<b>Method of Verification</b>	<b>Timing and Monitoring Frequency</b>	<b>Responsible for Monitoring</b>	<b>Verified Date/ Initials</b>
<p><b>AQ-1d</b> Prior to Project construction, the Project proponent will provide a traffic control plan that will require:</p> <ul style="list-style-type: none"> <li>• Construction parking to be configured such that traffic interference is minimized</li> <li>• Dedicated turn lanes for movement of construction trucks and equipment on and offsite</li> <li>• Schedule construction activities that affect traffic</li> </ul>	Approval of traffic control plan	Once, prior to commencement of construction	County Staff	
<p><b>AQ-1e</b> The developer shall use low VOC-content paints and require painting to be applied using either high volume low-pressure (HVLPP) spray equipment or by hand application.</p>	Direct building plan review, observations, site inspections	Once, prior to construction	County Staff	
<p><b>AQ-1f</b> Grading activities shall be limited to no more than 5 acres per day of disturbed area</p>	Direct grading plan review, observations, site inspections	Once, prior to construction	County Staff	
<p><b>AQ-1g</b> Prior to the issuance of a grading permit, the developer will provide documentation to the County indicating that workers will carpool to the greatest extent practical. Workers will be informed in writing and a letter placed on file at the County documenting the extent of carpooling anticipated.</p>	Direct observations, site inspections	Once, prior to the issuance of the grading permit	County Staff	
<p><b>AQ-1h</b> Install wheel washers where vehicles enter and exit the construction site onto paved roads or wash off trucks and any equipment leaving the site each trip.</p>	Direct observations, site inspections	Ongoing throughout the construction phase	County Staff	
<p><b>AQ-1i</b> As described in the Leadership in Energy and Environmental Design (LEED) for New Construction, Version 2.2 Rating System, the Project shall comply with LEED Silver requirements and implement the following activities consistent with County requirements. Documentation of compliance with this measure shall be provided to the Riverside County Planning Department and Building Official for review and approval prior to issuance of building permit(s) and approval of the following features shall be confirmed by the County Building Official prior to certificate of occupancy.</p>	Documentation of compliance	Once, prior to issuance of building permits	County Staff	



DEIR Section/Mitigation Measure/ Implementing Actions	Method of Verification	Timing and Monitoring Frequency	Responsible for Monitoring	Verified Date/ Initials
<p>i) SS Credit 7.2 - Use roofing materials having a Solar Reflectivity Index (SRI) equal to or greater than 78 for a minimum of 75 percent of the roof surface.</p>				
<p><b>AQ-1j</b> Documentation of compliance with the following measures shall be provided to the Riverside County Planning Department and Building Official for review and approval prior to issuance of building permit(s) and approval of features shall be confirmed by the County Building Official prior to certificate of occupancy.</p> <p>i) The Project shall install solar water heating for the office portions of warehouse buildings to the extent practical, as determined by the County.</p> <p>ii) The Project shall recycle construction debris to the extent practical, consistent with County requirements/programs.</p> <p>iii) The Project shall provide material recycling including, but not limited to, mixed paper and cardboard, consistent with County programs/requirements.</p> <p>iv) The Project shall allow natural lighting to the extent practical to help reduce or minimize the use of internal electrical illumination.</p> <p>(v) The Project shall not provide refrigerated warehouse space or demonstrate that emissions from onsite warehousing will not exceed the limits identified in the EIR including any proposed refrigeration.</p> <p>(vi) Each warehouse building will provide two electric vehicle charging stations in conjunction with the office uses of each building.</p>	<p>Documentation of compliance</p>	<p>Once, prior to issuance of building permits</p>	<p>County Staff</p>	

DEIR Section/Mitigation Measure/ Implementing Actions	Method of Verification	Timing and Monitoring Frequency	Responsible for Monitoring	Verified Date/ Initials
<p><b>AQ-1k</b> As described in the LEED for New Construction, Version 2.2 Rating System, the Project shall comply with the following activities and as consistent with County requirements. Documentation of compliance with this measure shall be provided to the Riverside County Planning Department and Building Official for review and approval prior to issuance of building permit(s) and approval of features shall be confirmed by the County Building Official prior to certificate of occupancy.</p>	<p>Direct building plan review, SIR plan review, observations, site inspections</p>	<p>Once, prior to issuance of grading plans and/or building plans as appropriate</p>	<p>County Staff</p>	
<p><b>AQ-1l</b> Documentation of compliance with the following measures shall be provided to the Riverside County Planning Department and Building Official for review and approval prior to issuance of building permit(s) and approval of features shall be confirmed by the County Building Official prior to certificate of occupancy.</p> <p>i) The Project shall install solar water heating for the office buildings to the extent practical, as determined by the County.</p> <p>ii) The Project shall recycle construction debris to the extent practical, consistent with County requirements/programs.</p> <p>ii) The Project shall provide material recycling including, but not limited to, mixed paper and cardboard, consistent with County programs/requirements.</p> <p>iii) The Project shall allow natural lighting to the extent practical to help reduce or minimize the use of internal electrical illumination.</p>	<p>Direct review of building plans and documentation</p>	<p>Ongoing throughout the construction phase</p>	<p>County Staff</p>	
<p><b>AQ-1m</b> Project proponent shall designate a person(s) to act as a community liaison concerning issues related to PM10 fugitive dust.</p>	<p>Direct observations of documentation of grading plans, site inspections</p>	<p>Ongoing throughout the grading, prior to issuance of grading permit</p>	<p>County Staff</p>	

DEIR Section/Mitigation Measure/ Implementing Actions	Method of Verification	Timing and Monitoring Frequency	Responsible for Monitoring	Verified Date/ Initials
<b>AQ-1n</b> Street sweeping shall be accomplished as needed to remove soil transport to adjacent areas; sweeping shall require use of equipment certified under SCAQMD Rule 1186.1	Direct observations, site inspections	Ongoing throughout the grading/construction phase	County Staff	
<b>Biological Resources</b>				
<p><b>BR-1a</b> Burrowing owl (<i>Athene cunicularia</i>) - Pursuant to Objective 6 of the Species Account for the burrowing owl included in the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP), within 30 days prior to the issuance of a grading permit, a pre-construction presence/absence survey for the burrowing owl shall be conducted. A qualified biologist, who has a Memorandum of Understanding (MOU) on record with the County of Riverside, shall conduct the survey. A report documenting the results of this presence/absence survey shall be provided to the Riverside County Planning Department, Environmental Programs Division (EDP) for review and approval. If burrowing owl is present on the project site or within a 150-meter buffer zone, take of "active" nests shall be avoided pursuant to the MSHCP and the Migratory Bird Treaty Act. However, when the burrowing owl is present, relocation outside of nesting season (February 1 through August 31) by a qualified biologist shall be required. The EDP shall be consulted to determine appropriate type of relocation (active or passive) and translocation sites.</p> <p>The County shall consult and coordinate with the Western Riverside County Regional Conservation Authority (RCA) prior to any relocation (passive or active) of burrowing owls from the project site. The County may also consult with the California Department of Fish and Wildlife (CDFW) and the U.S. Fish and Wildlife Service (USFWS). Mitigation for impacts will be consistent with the 2012 "Staff Report on Burrowing Owl Mitigation" published by the Department.</p>	Documentation of compliance	Once, within 30 days prior to issuance of grading permit	County Staff	

DEIR Section/Mitigation Measure/ Implementing Actions	Method of Verification	Timing and Monitoring Frequency	Responsible for Monitoring	Verified Date/ Initials
<p><b>BR-1b</b> Nesting Birds - The removal of any trees, shrubs, or any other potential nesting habitat shall be conducted outside the avian nesting season wherever practicable. The avian nesting season extends from February 15 through August 30. If ground-disturbing activities are scheduled during the nesting season, a survey for nesting birds shall be conducted by a qualified biologist no more than 3 days prior to any ground disturbing activities. If active nests are found within 500 feet of the planned impact area, the area of the nest shall be flagged, including an adequate buffer as determined by a qualified biologist, and the flagged area shall be avoided until a qualified biologist has determined that the nest is no longer active. This measure shall be implemented to the satisfaction of the County requirements until said nesting activity has concluded.</p>	<p>Review of clearance survey, direct observation</p>	<p>Once, no more than 3 days prior to ground disturbing activities, during the nesting season (February through August)</p>	<p>County Staff</p>	
<p><b>BR-2a</b> To the greatest extent feasible, the project applicant will mitigate the riparian/riverine habitat onsite through either avoidance or onsite creation of biologically equivalent or superior habitat to ensure replacement of any lost function or value of the riparian/riverine habitat. To the greatest extent feasible, the project applicant will mitigate loss of riparian/riverine habitat onsite through either avoidance or onsite creation of biologically equivalent or superior habitat to ensure replacement of any lost function or value of the riparian/riverine habitat. The applicant shall provide onsite habitat at a ratio of 1:1. If onsite mitigation is determined to be insufficient by the resource agencies, the Project applicant shall mitigate any residual onsite impacts to riparian/riverine habitat by funding offsite restoration activities at a ratio of 3:1. The restoration will be done through the Santa Ana Watershed Association or other conservation organization acceptable to the California Department of Fish and Wildlife, including but not limited to the Department itself, to ensure high quality habitat is preserved /restored within the same watershed as the impact area.</p>	<p>Evidence of onsite restoration of habitat at ration of 1:1 or evidence of funding of offsite restoration activities at a ratio of 3:1</p>	<p>Once, prior to any ground disturbance affecting riparian/riverine habitat</p>	<p>County Staff</p>	

DEIR Section/Mitigation Measure/ Implementing Actions	Method of Verification	Timing and Monitoring Frequency	Responsible for Monitoring	Verified Date/ Initials
<p><b>BR-2b</b> Prior to issuance of an occupancy permit, the developer shall legally establish a conservation easement along the western boundary of the project property, as shown in the approved site plan and as described in the project Settlement Agreement. The developer shall work with an established conservation organization acceptable to the County Resource Conservation Authority (RCA) to establish the easement. The easement shall meet the requirements of the Settlement Agreement and applicable guidelines in the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP). The selected conservation group will maintain and monitor the easement on a permanent basis.</p> <p>In compliance with the Settlement Agreement resolving <i>Center for Biological Diversity, et al v. County of Riverside, et al.</i>, Riverside County Superior Court Case No. RIC10009105, the permanent Conservation Easement (CE) shall be established and recorded by the developer and shall name an appropriate designee as the holder/grantee as designated in the Settlement Agreement. The terms, standards, and goals of the CE shall conform to those outlined in the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP). The CE holder/grantee shall have the necessary organizational and fiscal capability to ensure enforcement of the easement in perpetuity. Alternatively, the CE may be transferred in fee title to the RCA as long as the obligations regarding the CE are simultaneously transferred.</p> <p>The developer shall also provide a monetary endowment to the conservation group sufficient for it to maintain and monitor conditions in the easement in perpetuity. The developer shall demonstrate to the Center for Biological Diversity (CBD) and the County Planning Department it has met the requirements of this measure, and applicable portions of the Settlement Agreement in this regard, prior to receiving a certificate of occupancy for the project.</p>	<p>Evidence of conservation easement</p>	<p>Once, prior to issuance of occupancy permit</p>	<p>County Staff</p>	

DEIR Section/Mitigation Measure/ Implementing Actions	Method of Verification	Timing and Monitoring Frequency	Responsible for Monitoring	Verified Date/ Initials
<p>Once the easement is established, discing as a means of fire clearance will only be permitted if all other fire clearance methods or mechanisms are prohibited. Weed abatement/fire prevention techniques that shall be employed to the greatest degree feasible include mowing, hand clearance, or grazing. Discing is only permitted upon written demonstration from an appropriate regulatory authority stating that other weed abatement/fire prevent techniques are not permitted.</p>				
<p><b>BR-2c</b> The developer shall minimize grading within the conservation area to the greatest degree practical. Should any grading within the conservation area occur, the developer shall pay for and complete a one-time restoration of any graded portions of the conservation area with native plants generally supportive of Stephens' kangaroo rat (SKR) habitat including, but not limited to, the plants listed in Exhibit B of the Settlement Agreement. Initial grading of the conservation area shall be completed within six (6) months of the commencement of grading in the conservation area. Restoration of any areas graded in the conservation area shall begin as soon as practical after completion of the initial grading so as to coincide with the fall and winter rainy season, and reach completion by January 20th of the following year. Restoration shall be completed within one year and may include a grow-kill cycle to reduce weeds during the first rainy season if so included in the restoration plan as required by Exhibit B of the Settlement Agreement. The developer shall make an adequate one-time restoration effort to achieve a 70 percent native plant cover (bird's eye view) with the recommended plant palette and a maximum of 10 percent cover by non-native plant species five (5) years after planting. Exhibit B of the Settlement Agreement contains a list of restoration experts and minimum contract requirements of restoration of the conservation area. The one time restoration shall be based on a site specific scientifically based revegetation plan from local native plant sources developed by a restoration expert chosen by the developer from the list in Exhibit B of the Settlement Agreement with</p>	<p>Report demonstrating that the restoration activities meet the terms of the Settlement Agreement</p>	<p>Once, prior to use or occupancy of buildings or structures</p>	<p>County Staff</p>	



DEIR Section/Mitigation Measure/ Implementing Actions	Method of Verification	Timing and Monitoring Frequency	Responsible for Monitoring	Verified Date/ Initials
<p>proven experience in successful revegetation of western Riverside County and coastal sage scrub and native grasslands. The developer shall provide a report demonstrating that the restoration activities meet the terms of the Settlement Agreement prior to any use or occupancy of the buildings or structures.</p>				
<p><b>BR-2d</b> Prior to establishment of the conservation easement identified in Mitigation Measure BR-2b, discing within the conservation area as a means of fire clearance will only be permitted if all other fire clearance methods or mechanisms are formally prohibited. Weed abatement/fire prevention techniques that shall be employed to the greatest degree feasible include mowing, hand clearance, or grazing. Discing is only permitted upon written demonstration from an appropriate regulatory authority stating that other weed abatement/fire prevent techniques are not permitted.</p>	<p>Direct observations, site inspections</p>	<p>Once, prior to establishment of conservation easement</p>	<p>County Staff</p>	
<p><b>BR-2e</b> Prior to issuance of an occupancy permit, the developer shall demonstrate that all project lighting minimizes lighting impacts on neighbors to the west and adjacent conservation areas to the east and west of the site, in compliance with the project Settlement Agreement. Night lighting shall be directed away from adjacent conservation areas, and those areas shall be treated as separate parcels for the purposes of compliance with Riverside County Ordinance 915. Shielding shall be incorporated to ensure ambient lighting in the adjacent conservation areas does not increase beyond 0.5 foot-candles adjacent to developed lots. Devices that may be employed to control light include lenses, louvers, barn doors, and snoots. A photometric study and engineering plan shall be submitted to the County demonstrating consistency with these lighting provisions prior to any use or occupancy of the site.</p> <p>Prior to review and approval by the County, the developer shall submit the photometric and engineering plans for lighting along Brown Street and the eastern side of the project</p>	<p>Review and approval of photometric and engineering plans for lighting</p>	<p>Once, prior to issuance of occupancy permit</p>	<p>County Staff</p>	

DEIR Section/Mitigation Measure/ Implementing Actions	Method of Verification	Timing and Monitoring Frequency	Responsible for Monitoring	Verified Date/ Initials
to March Joint Powers Authority (MJPA) for review and comment.				
<b>Cultural Resources</b>				
<b>CR-2a</b> Phase III data recovery must be completed for Feature 2 (CA-RIV-5457) prior to final approval of grading plans if this area is to be graded within the Private Conservation Area. Any recovery fieldwork must be completed in its entirety before grading begins, and a Phase III excavation report must be finalized and approved before final inspection. The Phase III excavation must be designed and written to Archaeological Resource Management Reports standards and County of Riverside standards. The Pechanga Band of Luiseno Indians The Pechanga and Soboba Tribes will be contacted at least 30 days prior to beginning the data recovery to develop a Cultural Resources Treatment and Monitoring Agreement for participating in the Phase III program. Final copies of the report will be distributed to the landowner/developer, the County, the Eastern Information Center, and the Pechanga Tribe and Soboba Tribes.	Review / approval of Phase III excavation report	Prior to issuance of final grading permit	County Staff	
<b>CR-2b</b> The Project Archaeologist must create a mitigation-monitoring plan prior to earthmoving or blasting in the Project area, and a pre-grade meeting associated with the details of that plan must occur between the monitoring archaeologist(s), Pechanga and Soboba Tribal monitoring representatives, and the grading contractor before grading begins. The plan shall address inadvertent discoveries of cultural resources, including treatment and disposition of the resources. The plan shall be prepared in consultation with the Pechanga Tribe and Soboba Tribes and shall be consistent with the agreement referenced in Mitigation Measure CR-2e.	Review of mitigation monitoring and abatement plan	Prior to groundbreaking activities	County Staff	
<b>CR-2c</b> Monitoring of development-related excavation is required during all construction-related earthmoving or blasting activities by a Riverside County certified professional archaeologist (County Condition of Approval 60 Planning 016). The Project Archaeologist may, in consultation with the Pechanga Tribe monitor and Soboba tribal monitors,	Direct observations, site inspections	Ongoing throughout grading phase	County Staff	

DEIR Section/Mitigation Measure/ Implementing Actions	Method of Verification	Timing and Monitoring Frequency	Responsible for Monitoring	Verified Date/ Initials
terminate monitoring in any one location on the Project Site if and only if bedrock or sterile soils are encountered during earthmoving at that location.				
<p><b>CR-2d</b> Should previously unidentified cultural resource sites be encountered during monitoring, they must be evaluated, and tested if necessary, for significance following CEQA Guidelines prior to allowing a continuance of grading in the area. County Condition of Approval 10 (Planning 002 and 038) addressing inadvertent archaeological finds shall also be implemented.</p> <p>Consistent with County Condition of Approval 60 (Planning 017), the developer/holder shall prompt the project archaeologist to submit one wet-signed paper copy and one CD of a Phase IV Cultural Resources Monitoring Report that complies with the Riverside County Planning Department's requirements for such reports for all ground disturbing activities associated with this grading permit. The report shall follow the County of Riverside Planning Department Cultural Resources (Archaeological) Investigations Standard Scopes of Work posted in the TLMA website. The County Archaeologist shall review the report to determine adequate compliance with the approved conditions of approval. Upon determining the report is adequate, a final copy of the report shall be provided to the developer/holder, the Eastern Information Center, and the Pechanga Tribe and Soboba Tribes.</p>	Direct observations, site inspections	Ongoing through the grading phase	County Staff	
<p><b>CR-2e</b> Native American monitors from the Pechanga Tribe shall also be allowed to monitor all grading, excavation and groundbreaking activities. Permission is required from March Joint Powers Authority if activities and monitoring occurs on their property. At least 30 days prior to seeking a grading permit, the project applicant shall contact the Pechanga Tribe and Soboba Tribes to notify the Tribes of grading, excavation, and the monitoring program, and to coordinate with the County and the Tribes to develop a Cultural Resources</p>	Direct observations, site inspections	Ongoing throughout the grading phase	County Staff	

DEIR Section/Mitigation Measure/ Implementing Actions	Method of Verification	Timing and Monitoring Frequency	Responsible for Monitoring	Verified Date/ Initials
Treatment and Monitoring Agreement. The agreement shall address: the treatment of known cultural resources; the designation, responsibilities, and participation of Native American Tribal monitors during grading, excavation, and ground disturbing activities; project grading and development scheduling; terms of compensation; and treatment and final disposal of any cultural resources, sacred sites, and human remains discovered on the site. This is consistent with County Condition of Approval 60 (Planning 018).				
<b>CR-2f</b> All cultural materials that are collected during the grading monitoring program and from any previous archaeological studies or excavations on the project site, with the exception of sacred items, burial goods and human remains which will be addressed in the Treatment Agreement outlined in Mitigation Measure CR-2e, shall be curated according to the current professional repository standards. The collections and associated records shall be transferred, including title, to the Pechanga or Soboba Tribe's curation facility, which meets the standards set forth in 36 CRF Part 79 for federal repositories. All sacred sites, should they be encountered within the project area, shall be avoided and preserved as the preferred mitigation, if feasible.	Direct observations, site inspections	Ongoing throughout the grading phase	County Staff	
<b>CR-2g</b> Prior to issuance of grading permits, the project applicant and the Pechanga Tribe and Soboba Tribes shall prepare a Preservation and Maintenance Plan for the long-term care and maintenance of CA-RIV-5457 and any associated cultural features. The plan shall indicate, at a minimum, the specific areas to be included in and excluded from long-term maintenance; prohibited activities; methods of preservation to be employed (fencing, vegetative deterrence, etc.); the entity(s) responsible for the long-term maintenance; maintenance scheduling and notification; appropriate avoidance protocols; monitoring by the Tribes and compensation for services; and necessary emergency protocols. The project manager/landowner shall submit a fully executed copy of the plan to the County to ensure	Submittal of fully executed copy of the Preservation and Maintenance Plan	Once, prior to issuance of grading permit	County Staff	

DEIR Section/Mitigation Measure/ Implementing Actions	Method of Verification	Timing and Monitoring Frequency	Responsible for Monitoring	Verified Date/ Initials
compliance with this mitigation measure.				
<b>CR-4a</b> If human remains are encountered during earth-disturbing activities, all work within 100 feet of the find shall stop immediately and the Riverside County Coroner's office shall be notified. If the Coroner determines the remains are Native American in origin, the NAHC will be notified and, in turn, will notify the person determined to be the Most Likely Descendent who will provide recommendations for treatment of the remains (CEQA Guidelines § 15064.5; Health and Safety Code § 7050.5; Public Resources Code §§ 5097.94 and 5097.98) (County Condition of Approval 10 Planning 037).	Direct observations, site inspections	Ongoing during construction	County Staff	
<b>Geology, Soils, and Seismicity</b>				
<b>GS-2a</b> Refer to the mitigation measures MM HWQ 1a- and HWQ 1-b (See DEIR section 4.8 Hydrology and Water Quality), and all other applicable water quality standards and requirements.	Review of Water Quality Management Plan (WQMP), a Storm Water Pollution Protection Plan (SWPPP), and a Grading Plan	Once, prior to the start of the grading phase	County Staff	
<b>GS-3a</b> The developer shall implement the grading recommendations identified in the Preliminary Geotechnical Report (2007). Prior to the commencement of building construction, the applicant shall retain a qualified engineer to design foundations adequate to support the Proposed Project's structures where necessary, based on the recommendations of the Preliminary Geotechnical Report (2007). Settlement analysis shall be performed once the structural design loads and foundation system geometry have been defined for each building.  Any additional geotechnical evaluation that covers or applies to the Brown Street improvements, or that affects the adjacent MJPAs land, shall be submitted to MJPAs and their Civil Engineer for review and comment prior to submitting grading plans to the County. Final engineering and grading	Review of foundation design loads and system geometry	Once, prior to issuance of grading permits and / or building permits as applicable	County Staff	

DEIR Section/Mitigation Measure/ Implementing Actions	Method of Verification	Timing and Monitoring Frequency	Responsible for Monitoring	Verified Date/ Initials
plans shall be modified if necessary to reflect comments by MJPA to the greatest degree practical. Brown Street will be a County road so it must meet County geotechnical, engineering plan, and grading plan requirements.				
<b>Hazards and Hazardous Materials</b>				
<b>HHM-1a</b> Stained soils, as identified in Phase I Environmental Site Assessment (ESA), shall be removed prior to any ground disturbing activities. The removal process shall be in compliance with the County hazardous materials removal/handling regulatory guidelines and work will be performed to the satisfaction of the County Environmental Health staff.	Onsite inspection following removal of contaminated soil materials	Once, prior to ground disturbance	County Staff	
<p><b>HHM-5a</b> Prior to the issuance of occupancy permits, information on users, uses, and use of hazardous materials within the project site will be transmitted to the MJPA for review and comment. The County Planning, Environmental Health, and/or Fire Departments shall have authority to modify any use or occupancy permits to restrict or preclude uses that involve materials that could cause a demonstrable hazard to March ARB flight activities. The applicant shall comply with and certify to the County and MJPA the following:</p> <p>a. No project facilities located within one-quarter miles of the existing school shall store, handle or use toxic or highly toxic gases as defined in the most currently adopted County fire code at quantities that exceed exempt amount as defined in the most currently adopted fire code.</p> <p>b. Facilities that store, handle or use regulated substances as defined in the California Health and Safety Code 25532 (g) in excess of threshold quantities shall prepare risk management plans (RMP) for determination of risks to the community. The RMP shall be submitted to the March Air Reserve Base Civil Engineering Unit, and the March Joint Powers Authority Planning Department, for review and comment prior to the Issuance of a Certificate of Occupancy by the County for</p>	Information on users, uses, and use of hazardous materials within the project site provided to MJPSA	Once, prior to issuance of occupancy permits	County Staff	



DEIR Section/Mitigation Measure/ Implementing Actions	Method of Verification	Timing and Monitoring Frequency	Responsible for Monitoring	Verified Date/ Initials
future tenants of the project.				
<b>Hydrology and Water Quality</b>				
<p><b>HWQ-1a</b> Prior to the issuance of grading permits for any portion or phase of the Proposed Project, the Project applicant shall submit to and receive County approval of SWPPP and Grading Plan that identify specific actions and BMPs to prevent stormwater pollution from construction sources. The plans shall identify a practical sequence for site restoration, BMP implementation, contingency measures, responsible parties, and agency contacts. The applicant shall include conditions in construction contracts requiring the plans to be implemented and shall have the ability to enforce the requirement through fines and other penalties. The plans shall incorporate control measures in the following categories:</p> <ul style="list-style-type: none"> <li>• Soil stabilization practices;</li> <li>• Sediment and runoff control practices;</li> <li>• Monitoring protocols; and</li> <li>• Waste management and disposal control practices.</li> </ul> <p>Once approved by the County, the applicant's contractor shall be responsible, throughout the duration of the Project for installing, constructing, inspecting, and maintaining the control measures included in the SWPPP and Grading Plan.</p>	Review approval of SWPPP and Grading Plan.	Prior to the issuance of the grading permit and ongoing during construction	County Staff	
<p><b>HWQ-1b</b> Prior to final building inspection for any portion or phase of the Project, the applicant shall receive County approval for Water Quality Management Plan (WQMP) that identifies specific long-term actions and Best Management Practices (BMPs) to prevent stormwater pollution from ongoing site operations. The WQMP shall identify a practical sequence for BMP implementation, contingency measures, responsible parties, and agency contacts. The applicant shall enforce the requirement through</p>	Direct observations, review of WQMP	Prior to the final building inspection	County Staff	

DEIR Section/Mitigation Measure/ Implementing Actions	Method of Verification	Timing and Monitoring Frequency	Responsible for Monitoring	Verified Date/ Initials
<p>finest and other penalties, as necessary.</p> <p>Once approved by the County, the applicant shall be responsible throughout the duration of the Project for installing, constructing, inspecting, and maintaining the control measures included in the WQMP.</p> <p>The WQMP shall identify potential pollutant sources that could affect the quality of stormwater discharges from the Project Site. Control practices shall include those that effectively treat target pollutants in stormwater discharges anticipated from the Project Site. To protect receiving water quality, the WQMP shall include, but is not limited to, the following elements:</p> <ul style="list-style-type: none"> <li>• Permanent erosion control measures such as detention basins, inlet protection, and temporary revegetation or other ground cover that shall be employed for disturbed areas after initial construction is finished.</li> <li>• No disturbed surfaces will be left without erosion control measures in place during the winter and spring months (September 30 – March 30).</li> <li>• Sediment shall be retained onsite by a system of sediment basins, traps, or other appropriate measures. Of critical importance is the protection of existing catch basins that eventually drain to Sycamore Canyon.</li> <li>• The construction contractor shall prepare Standard Operating Procedures for the handling of hazardous materials on the Project Site to prevent, eliminate, or reduce discharge of materials to storm drains.</li> <li>• BMPs performance and effectiveness shall be determined either by visual means where applicable (i.e., observation of above-normal sediment release), or by actual water sampling</li> </ul>				

DEIR Section/Mitigation Measure/ Implementing Actions	Method of Verification	Timing and Monitoring Frequency	Responsible for Monitoring	Verified Date/ Initials
in cases where verification of contaminant reduction or elimination, (inadvertent petroleum release) is required to determine adequacy of the measure.				
<b>Noise</b>				
<b>N-4a</b> Prior to grading permit issuance, the Project applicant shall submit a Construction Noise Mitigation Plan to the County for review and approval. The plan shall depict the location of construction equipment and describe how noise would be mitigated through methods such as, but not limited to, locating stationary noise-generating equipment (such as pumps and generators), as far as possible from nearby noise-sensitive receptors. Where practicable, noise-generating equipment will be shielded from nearby noise-sensitive receptors by noise-attenuating buffers such as structures or haul, trucks and trailers. Onsite noise sources located less than 200 feet from noise-sensitive receptors will be equipped with noise-reducing engine housings. Portable acoustic barriers able to attenuate at least 6 dB will be placed around noise-generating equipment located within 200 feet of residences. Water tanks and equipment storage, staging, and warm-up areas will be located as far from noise-sensitive receptors as reasonably possible. The noise attenuation measures identified in the plan shall be incorporated into the Proposed Project.	Review of Construction Noise Mitigation Plan, direct observations, site inspections.	Prior to the issuance of the grading permit and ongoing during grading and construction	County Staff	
<b>N-4b</b> During construction, all equipment shall utilize noise reduction features (e.g., mufflers, engine shrouds, etc.) that are no less effective than those originally installed by the manufacturer.	Direct observations, site inspections	Ongoing throughout the construction phase	County Staff	

DEIR Section/Mitigation Measure/ Implementing Actions	Method of Verification	Timing and Monitoring Frequency	Responsible for Monitoring	Verified Date/ Initials
<b>Transportation and Circulation</b>				
<p><b>T-1a</b> Prior to building permit issuance, the applicant shall be responsible for the following improvements:</p> <p>The intersection of the Project Access (NS) at Alessandro Boulevard (EW) shall provide the following geometrics:</p> <p>NB: One right turn lane – stop control. SB: N/A</p> <p>EB: Two through lanes, one shared through/right turn lane.</p> <p>WB: Three through lanes.</p> <p>The intersection of the San Gorgonio Drive/Brown Street (NS) at Alessandro Boulevard (EW) shall provide the following geometrics:</p> <p>NB: One left turn lane, one through lane, one right turn lane with overlap.</p> <p>SB: One left turn lane, one shared through/right turn lane.</p> <p>EB: One left turn lane, one striped out are for a future left turn lane, two through lanes, one shared through/right turn lane.</p> <p>WB: Two left turn lanes, three through lanes, one right turn lane.</p> <p>Prior to building permit issuance, the applicant shall pay applicable TUMF and other fees as mitigation for impacts at the following intersections:</p> <ul style="list-style-type: none"> <li>• Trautwein Road (NS) and Alessandro Boulevard (EW):</li> <li>• Construct an additional northbound left turn lane. I-215 Northbound Ramps (NS) and Alessandro Boulevard (EW):</li> </ul>	<p>Review and approval of street improvement plans</p>	<p>Prior to the issuance of the first building permit</p>	<p>County Staff</p>	

DEIR Section/Mitigation Measure/ Implementing Actions	Method of Verification	Timing and Monitoring Frequency	Responsible for Monitoring	Verified Date/ Initials
<ul style="list-style-type: none"> <li>• Restripe existing shared left turn/right turn lane to an exclusive left turn lane.</li> </ul>				
<p><b>T-1b</b> Prior to building permit issuance, the applicant shall dedicate 50-foot half-width Secondary right- of-way along the Project frontage of Brown Street from Alessandro Boulevard to the southern Project boundary. The applicant shall construct the Brown Street approach to Alessandro Boulevard to its full Secondary intersection cross-section width. Prior to building permit issuance, the applicant shall construct Brown Street from south of Alessandro Boulevard intersection improvements to the southern boundary of the Project as a half- section width as an Industrial Collector plus a painted median and a northbound travel lane including landscaping and parkway improvements in conjunction with development. The applicant shall make an appropriate transition from the Secondary cross-section at the Alessandro Boulevard intersection improvements to the Industrial Collector cross-section.</p>	Submittal and approval of right- of-way documents	Prior to the issuance of the first building permit	County Staff	
<p><b>T-1c</b> Prior to building permit issuance, the developer shall construct Alessandro Boulevard from the west Project boundary to San Gorgonio Drive/Brown Street at its ultimate half-section width as an Urban Arterial (152 foot right-of-way) including landscaping and parkway improvements in conjunction with development.</p>	Direct observations, site inspections of identified improvements	Prior to the issuance of the first building permit	County Staff	
<p><b>T-1d</b> Prior to final building inspection, the developer shall provide sufficient on-site parking to meet the County of Riverside parking code requirements.</p>	Direct observations, site inspections	Prior to the final building inspection	County Staff	
<p><b>T-1e</b> Prior to grading permit issuance, the developer shall provide construction plans for road sight distance at the Project Access. Plans shall be reviewed by the County, with respect to California Department of Transportation/County of Riverside standards in conjunction with the preparation of final grading, landscaping, and street improvement plans. The developer shall provide evidence to the County that construction plans were reviewed and approved.</p>	Review and approval of final grading, construction and street improvement plans and evidence of Caltrans review / approval	Prior to the issuance of the grading permit	County Staff	

<b>DEIR Section/Mitigation Measure/ Implementing Actions</b>	<b>Method of Verification</b>	<b>Timing and Monitoring Frequency</b>	<b>Responsible for Monitoring</b>	<b>Verified Date/ Initials</b>
<b>T-1f</b> Prior to final building inspection, the developer shall implement on-site traffic signing and striping in conjunction with detailed construction plans for the Proposed Project.	Direct observations, site inspections	Prior to the final building inspection	County Staff	
<b>T-1g</b> Prior to building permit issuance, the developer shall participate in the phased construction of off- site traffic signals within the study area through payment of traffic signal mitigation fees on a per square foot basis. The traffic signals within the study area at buildout should specifically include an interconnect of the traffic signals to function in a coordinated system.	Direct observations of traffic signal mitigation and site inspections	Prior to the issuance of the building permit	County Staff	



**APPENDIX A**  
**Original DEIR (On CD)**

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**APPENDIX B**  
**Original DEIR Appendices (On CD)**

**APPENDIX C  
CBD LETTER WITH ATTACHMENTS (On CD)**

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**APPENDIX D**

**ADDITIONAL PROJECT INFORMATION (On CD)  
(Photometric Study, Landscaping Plan, Grading Plan)**

**APPENDIX E  
CALEEMOD INPUT/OUTPUT FILES (On CD)**

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