



**CITY OF BANNING
PLANNING COMMISSION AGENDA**

SPECIAL PLANNING COMMISSION MEETING:

**Wednesday, January 25, 2017 @ 6:30 PM
City Council Chambers, 99 E. Ramsey Street
Banning, CA 92220**

I. CALL TO ORDER: Chairman Shaw

- Pledge of Allegiance: Commissioner Price
- Roll Call: Commissioners Krick, Briant, Price, Wallace, Chairman Shaw

II. PUBLIC COMMENTS - *On Items Not on the Agenda*

A five-minute limitation shall apply to each member of the public who wishes to address the Chairman and Commissioners for items not on the agenda. No member of the public shall be permitted to "share" his/her five minutes with any other member of the public. (Usually, any items received under this heading are referred to staff or future study, research, completion and/or future Commissioner Action.) PLEASE STATE YOUR NAME AND ADDRESS FOR THE RECORD.

III. CONSENT CALENDAR ITEMS:

Note: All items listed on the Consent Calendar may be enacted by a single motion without separate discussion. If a discussion or a separate vote on any item is desired by a Planning Commissioner, that item may be removed from the Consent Calendar and considered separately. All remaining items not removed from the Consent Calendar by a Planning Commissioner shall be voted on prior to discussion of the item(s) requested to be pulled.

Minutes of January 4, 2017 Regular Planning Commission meeting.....**Page 1**

IV. PUBLIC HEARINGS:

- 1. DISCUSS AND CONSIDER A RECOMMENDATION TO THE CITY COUNCIL FOR APPROVAL OF GENERAL PLAN AMENDMENT NO. 16-2501, AN ADDENDUM TO THE BUTTERFIELD SPECIFIC PLAN FINAL ENVIRONMENTAL IMPACT REPORT (SCH NO. 2007091149) AND ASSOCIATED MODIFICATIONS TO THE MITIGATION**

MONITORING AND REPORTING PROGRAM, AND CONCURRENCE WITH MINOR MODIFICATIONS TO THE BUTTERFIELD SPECIFIC PLAN
APPLICANT REQUEST:

The applicant, Pardee Homes, is requesting approval of General Plan Amendment (GPA) No. 16-2501 to reflect the removal of the proposed extension of Highland Home Road to Brookside Avenue and Cherry Valley Boulevard from the General Plan Circulation Element and certain minor modifications to the Butterfield Specific Plan.

Staff Report.....Page 8

Order of Procedure:

1. Staff report presentation
2. Applicant presentation
3. Planning Commission questions for staff and applicant
4. Open public hearing
5. Close public hearing
6. Planning Commission discussion
7. Motion and Second
8. Planning Commission discussion on motion
9. Call the question (Roll call vote)

RECOMMENDATION:

That the Planning Commission adopts Resolution No. 2017-02 recommending the following:

- I. Recommending to the City Council adoption of an Addendum to the previously certified Final Environmental Impact Report (SCH No. 2007091149) for the Butterfield Specific Plan project, assessing the proposed General Plan Amendment and Minor Modifications, and adoption of associated modifications to the Mitigation Monitoring and Reporting Program.

Please note:

The Planning Commission must act on the addendum to the final environmental impact report prior to recommending approval of the project to City Council. This is necessary as the Community Development Director may only approve the minor modifications to the project with the concurrence of the Planning Commission and City Council as the addendum to the final environmental impact report supports

- II. Recommending to the City Council the adoption of Resolution 2017-07 approving General Plan Amendment (GPA) No. 16-2501 to reflect the removal of the proposed extension of Highland Home Road to Brookside Avenue and Cherry Valley Boulevard from the General Plan Circulation Element, pursuant to the Settlement Agreement, and providing concurrence with staff approval of proposed minor modifications to the Butterfield Specific Plan.

V. PLANNING COMMISSIONER COMMENTS:

VI. COMMUNITY DEVELOPMENT DIRECTOR'S COMMENTS:

VII. ADJOURMENT:

The City of Banning Planning Commission is hereby adjourned to the regular Planning Commission meeting of March 1, 2017 starting at 6:30 p.m. in the City Council Chambers.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Planning Division (951) 922-3125. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting [28 CFR 35.102-35.104 ADA title II].

City of Banning

REGULAR PLANNING COMMISSION MEETING MINUTES

January 4, 2017

A regular meeting of the City of Banning Planning Commission was held on Wednesday, January 4, 2017 at 6:30 p.m., in the Council Chambers, City Hall, 99 East Ramsey Street, Banning, CA, 92220.

Commissioners Present:

Chairman Shaw
Vice-Chairman Kick
Commissioner Briant
Commissioner Price
Commissioner Wallace

Staff Present:

Community Development Director, Brian Guillot
Interim Assistant City Attorney, Gregg W. Kettles
Senior Planner, Patty Nevins
Recording Secretary, Sandra Calderon

I. CALL TO ORDER

II. PUBLIC COMMENTS

David Ellis resident of Banning commented on the lawsuit on the Rancho San Gorgonio Specific Plan project. He asked the Planning Commission to carefully review all documents that are transmitted from the City for all proposed projects.

Inge Schuler resident of Banning mentioned the lawsuit regarding Rancho San Gorgonio Specific Plan project and the importance of the CEQA requirements.

III. CONSENT CALENDAR ITEMS

APPROVAL OF MINUTES: Regular Meeting - December 7, 2016.

ACTION (KRICK/PRICE): (Motion Carried 5 -0)

IV. PUBLIC HEARINGS

- 1. DISCUSSION AND CONSIDERATION OF A RECOMMENDATION TO THE CITY COUNCIL FOR APPROVAL OF GENERAL PLAN AMENDMENT NO. 16-2501, AN ADDENDUM TO THE BUTTERFIELD SPECIFIC PLAN FINAL ENVIRONMENTAL IMPACT REPORT (SCH NO. 2007091149) AND ASSOCIATED MODIFICATIONS TO THE MITIGATION MONITORING AND**

REPORTING PROGRAM, AND MINOR MODIFICATIONS TO THE BUTTERFIELD SPECIFIC PLAN

Senior Planner Patty Nevins presented the staff report; she said the project being presented is a General Plan Amendment and Minor Modifications to the Butterfield Specific Plan. The modifications came as a result of a Settlement Agreement between the parties after the litigation. She listed the adjustments that are being proposed to the General Plan Amendment and the list of the Minor Modifications. She said both approval recommendations require City Council approval as well.

Chris Willis, Director of Project Management for Pardee Homes said he brought a team of consultants to answer questions.

Chairman Shaw opened Planning Commission questions for staff and applicant

Commissioner Price asked if the golf course that was part of the original Specific Plan was going to be maintained by the City of Banning or someone else because it would be an apparent loss of revenue to the City.

Chip Leslie, Consultant to Pardee Homes said back in 2012 when the project was approved the golf course was not going to be a City owned golf course; it was going to be privately held golf course, but open to the public.

Director Guillot commented that most golf course facilities are struggling these days.

Willis said that he doesn't know any residential community that has a golf course that's making money today in Southern California because they're very expensive to maintain.

Commissioner Krick asked about the original plan that had a pipeline coming from the sewage treatment plant for recycle water that was going to be dumped into a lake, and be used for irrigation purposes of the golf course.

Chip Leslie said the golf course was going to have at least one lake that was going to hold water for irrigation purposes for the golf course. Leslie said recycle water will be available to be used for common area landscaping irrigation.

Commissioner Krick asked if the existing portion of Highland Home Road west of the drainage channel will not have access to Wilson Street.

Chip Leslie said the south end of the road at Wilson Street will be closed-off, and there will be no access to Wilson Street.

Discussion took place regarding design concerns to the project.

Director Guillot said the developer will be submitting subdivision maps that will address design issues such as the ones that are being discussed. The General Plan Amendment and the Minor Modification are the only items that are being addressed at this time.

Planning documents are being presented only as a result of a lawsuit for which the City Council approved the settlement agreement in December of 2014.

Commissioner Krick asked the applicant what they're planning to do with the large portion of the land to the north of the site that is not going to be developed.

Willis said there is a section that will be granted to the resort as part of the litigation, and the rest will be open space.

Commissioner Price asked how the recycled water will be obtained.

Chip Leslie said they will work with the City to have the improvements made to the sewage treatment plant.

Chairman Shaw opened public hearing
None

Inge Schuler talked about the SP Section 3.2, Circulation Plan, SP Section 3.2.5, W. RW and Services Plan and SP Section 3.5.2 recycled water.

David Ellis resident of Banning asked who will be responsible to maintain the Open Space on the north part of the project, the water and sewer issues.

Ingle Schuler talked about the lack of funds for the fire protection services, and the restricted access to the Open Space area to the public.

Chairman Shaw closed public hearing.

Chairman Shaw opened for Planning Commission discussion

Commissioner Price opened the floor for a motion to continue the item to the next Regular Planning Commission Meeting.

Commissioner Krick said he understands the reason for this meeting is due to a lawsuit that was filed after the approval of the Specific Plan, and because the courts have established that modifications have to be made.

Greg Kettles, Interim Assistant City Attorney said that items of concerned brought up at this meeting cannot be changed because they not on the Agenda for discussion.

Chris Willis said that if the Commissioners need further information regarding the infrastructure of the project it will be presented to them in the future for consideration, and the changes tonight are only changes due to the litigation.

ACTION (PRICE/BRIANT): A motion was moved, seconded and carried that the Planning Commission take the following action:

GENERAL PLAN AMENDMENT NO. 16-2501, AN ADDENDUM TO THE BUTTERFIELD SPECIFIC PLAN FINAL ENVIRONMENTAL IMPACT REPORT (SCH NO. 2007091149) AND ASSOCIATED MODIFICATIONS TO THE MITIGATION MONITORING AND REPORTING PROGRAM, AND MINOR MODIFICATIONS TO THE BUTTERFIELD SPECIFIC PLAN

CONTINUE TO THE NEXT REGULAR PLANNING COMMISSION MEETING

(Motion Carried 3 -2)

2. DISCUSSION AND CONSIDERATION OF ZONE TEXT AMENDMENT (ZTA) 16-97502 CONSISTING OF ZONING CODE AMENDMENTS RELATED TO THE DELIVERY, DISPENSING, AND CULTIVATION OF MARIJUANA.

Senior Planner Patty Nevins presented the staff report; she said that last year in November the California voters passed the Control, Regulate, and Tax Adult Use and Marijuana Act (“AUMA”) that legalized certain recreational uses of marijuana.

With this passage the City needs to address marijuana usage and determine how is going to be handled. In December the City Council adopted an Urgency Ordinance addressing the legislation and making modifications to sections of the code in relation to marijuana usage and directed staff to come back and make changes to the Zoning Ordinance for the Planning Commission to consider.

Patty Nevins listed the proposed zoning text amendments and the proposed changes to the Table 17.08.020 of Section 17.080.020 (Permitted, conditional and prohibited uses) of Chapter 17.08 (Residential Districts) of Title 17 (Zoning) of the Banning Municipal Code.

Limited cultivation for personal use is allowed in Residential Zones and it’s consistent with the law that was passed.

Chairman Shaw opened for Planning Commission questions for staff.

Commissioner Price asked how is the personal use of marijuana going to be monitored.

Nevins said a City license will be required, and it will be good for one (1) year and can be continued for two (2) years, but there are other limitations as well.

Commissioner Krick asked for the cost of the permit.

Director Guillot said the set fee to the permit will be approved by a resolution from City Council, and the City Council can amend the regulations at any time.

Chairman Shaw opened the public hearing.

David Ellis resident of Banning asked about marijuana delivery within the City.

Commissioner Krick said delivery within the City is prohibited.

Chairman Shaw closed public hearing.

Chairman Shaw opened for Planning Commission discussion.

None

Chairman Shaw opened the floor for a motion

ACTION (WALLACE/KRICK): A motion was moved, seconded and carried that the Planning Commission take the following action:

That the Planning Commission adopt Resolution No. 2017-01

- I. Recommending to the City Council the adoption of a Categorical Exemption for the subject proposal.
- II. Recommending to the City Council the adoption of Ordinance No. 1507 approving Zone Text Amendment ZTA No. 16-97502 amending various sections of the Zoning Ordinance (Title 17 of the Banning Municipal Code) related to the delivery, dispensing, and cultivation of marijuana.

(Motion Carried 5 -0)

3. DISCUSSION AND CONSIDER APPROVAL OF CONDITIONAL USE PERMIT NO. 16-8004 AND DESIGN REVIEW NO. 16-7001 BY RESOLUTION NO. 2017-03 FOR THE EXPANSION OF AN EXISTING PRIVATE SCHOOL AND THE INSTALLATION OF FIVE MODULAR BUILDINGS AND ASSOCIATED IMPROVEMENTS TO ACCOMMODATE SAID EXPANSION, LOCATED AT 1325 MOUNTAIN AVENUE (APN 535-422-015); MOUNTAIN AVENUE BAPTIST CHURCH SCHOOL.

Senior Planner Patty Nevins presented the staff report; she showed the location of the site and said the existing site has a school and a church building fronting towards the street and a developed pad area behind it.

In 2007 they had approved plans for the school's expansion. The building pad was graded, and other improvements installed, but the building was not built, and as a consequence the entitlement expired.

For the Design Review, they are proposing five (5) upgraded modular buildings that will be complementary to the neighborhood and a proposed landscape improvement to the site.

Chairman Shaw opened for Planning Commission questions for staff.

Commissioner Price said this is a great looking school.

Pastor Richard Szydlowski presented a brief overview of his project; he asked the Commissioners to waive Condition of Approval No.13 to help with the cost of the project when they purchase the pre-manufacture buildings.

Pastor Szydlowski said they plan to refurbish the modular structures, and they will be installed on a permanent foundation.

ACTION (KRICK/WALLACE): A motion was moved, seconded and carried that the Planning Commission take the following action:

That the Planning Commission adopt Resolution No. 2017-03

- I. Finding that the potential environmental effects of the project were addressed in the Mitigated Negative Declaration adopted for CUP #06-802 for a school building and ancillary facilities. The current proposal would be sited in the same location, but with less square footage than was originally analyzed and there have been no substantial changes in the project nor in the circumstances under which the project is undertaken which will require major revisions of the previous Mitigated Negative Declaration; nor is there new information that shows that the project will have a significant environmental effect or an effect more severe than originally thought. Therefore, in accordance with CEQA Guidelines Section 15162, Subsequent EIRs and Negative Declarations, a subsequent environmental document is not required.
- II. Approving Conditional Use Permit (CUP) No. 16-8004 for the expansion of an existing school to accommodate existing and up to 100 new students, subject to the Findings and Conditions of Approval contained therein; and
- III. Approving Design Review No. 16-7001 for the installation of 5 modular buildings and associated improvements to accommodate the expansion of an existing school, subject to the Findings and Conditions of Approval contained therein.

With the following change to Exhibit A - Conditions of Approval.

Removal of item:

~~13. The minimum eave dimensions of the modular structures shall be one foot and all roofs shall have a minimum pitch of 1:4.~~

(Motion Carried 5 -0)

V. PLANNING COMMISSIONER COMMENTS:

Commissioner Krick asked if for an update on the Vanir project.

Director Guillot said discussions are being held by City Council regarding the project, but he will bring any updates to the Commission related to the project as soon as it's available.

VI. COMMUNITY DEVELOPMENT DIRECTOR'S COMMENTS

None

VII. ADJOURNMENT

There being no further business, the meeting was adjourned at 7:39 p.m.

Respectfully submitted,

Sandra Calderon
Recording Secretary

THE ACTION MINUTES SUMMARIZE ACTIONS TAKEN BY THE PLANNING COMMISSION. A COPY OF THE MEETING IN ITS ENTIRETY IS AVAILABLE IN DVD FORMAT AND CAN BE REQUESTED IN WRITING TO THE CITY CLERK'S OFFICE.

CITY OF BANNING

Planning Commission Staff Report

TO: Planning Commission

FROM: Brian Guillot, Community Development Director

PREPARED BY: Patty Nevins, Senior Planner
Asha Bleier (Dudek, Contract)

MEETING DATE: January 25, 2017

SUBJECT: DISCUSS AND CONSIDER A RECOMMENDATION TO THE CITY COUNCIL FOR APPROVAL OF GENERAL PLAN AMENDMENT NO. 16-2501, AN ADDENDUM TO THE BUTTERFIELD SPECIFIC PLAN FINAL ENVIRONMENTAL IMPACT REPORT (SCH NO. 2007091149) AND ASSOCIATED MODIFICATIONS TO THE MITIGATION MONITORING AND REPORTING PROGRAM, AND CONCURRENCE WITH MINOR MODIFICATIONS TO THE BUTTERFIELD SPECIFIC PLAN

APPLICANT'S REQUEST:

The applicant, Pardee Homes, is requesting approval of General Plan Amendment (GPA) No. 16-2501 to reflect the removal of the proposed extension of Highland Home Road to Brookside Avenue and Cherry Valley Boulevard from the General Plan Circulation Element and certain minor modifications to the Butterfield Specific Plan.

APPLICANT INFORMATION:

Project Location: Butterfield Specific Plan

APN Information: 408-030-001 and 005; 408-060-006, 007, & 008 (portion), 408-120-001 through 020, and 022, 024, 025, 027, and 033; and 531-080-013 and 014

Project Applicant: Pardee Homes
1250 Corona Pointe Court, #600
Corona, CA 92879

Property Owner: Pardee Homes

RECOMMENDATION:

That the Planning Commission adopts Resolution No. 2017-02 recommending the following:

1. Recommending to the City Council adoption of an Addendum to the previously certified Final Environmental Impact Report (SCH No. 2007091149) for the Butterfield Specific Plan project, assessing the proposed General Plan Amendment and Minor Modifications, and adoption of associated modifications to the Mitigation Monitoring and Reporting Program.

*Please note:
The Planning Commission must act on the addendum to the final environmental impact report prior to recommending approval of the project to City Council. This is necessary as the Community Development Director may only approve the minor modifications to the project with the concurrence of the Planning Commission and City Council as the addendum to the final environmental impact report supports the findings for that approval.*

2. Recommending to the City Council the adoption of Resolution 2017-07 approving General Plan Amendment (GPA) No. 16-2501 to reflect the removal of the proposed extension of Highland Home Road to Brookside Avenue and Cherry Valley Boulevard from the General Plan Circulation Element, pursuant to the Settlement Agreement, and providing concurrence with staff approval of proposed minor modifications to the Butterfield Specific Plan.

PREVIOUS HEARING

This project was considered at the January 4, 2017 Planning Commission meeting. At that time the project was continued to the February 1, 2017 Planning Commission meeting in order to provide the Commission with more time to review the project documents. Due to a schedule conflict, the applicant subsequently requested this special meeting.

PROJECT BACKGROUND:

The following summarizes the history of the planning process for the Project (originally known as the Deutsch property).

Deutsch Specific Plan 1993

The planning process for the original Deutsch property (as it was identified prior to being renamed Butterfield) began in October 1981 and culminated in the approval of the

original Deutsch Property Specific Plan. In April 1984, a comprehensive entitlement program was initiated by Deutsch with the City of Banning (City) to have the City formally adopt the Deutsch Specific Plan. The City's process required preparation of a General Plan Amendment, a Specific Plan, Zoning, and an Environmental Impact Report (EIR). Those studies were completed in October 1984. On April 18, 1985, the Banning City Council certified the Final EIR, and on June 25, 1985, the City Council approved a General Plan Amendment, Specific Plan, and Zoning and Pre-Zoning for the Deutsch property. A subsequent request (Specific Plan Amendment No. 1992-03) was filed to amend and enlarge the Specific Plan, and the Banning City Council certified a new EIR on October 26, 1993, and adopted the amended Specific Plan on November 9, 1993, by Ordinance No. 1133. A majority of the Specific Plan area was annexed to the City in 1985. The remainder (except 19.1 acres) was annexed to the City in 1995.

As part of the previous entitlement process, a development agreement was entered into between the City and the property owner and its successors that committed both parties to the development program described in the Specific Plan. The agreement is binding, and exempts the Specific Plan from changes to codes, plans, resolutions, and voter-approved initiatives that might yield a different development scenario. The approved and executed Development Agreement outlines the City's responsibilities and the construction requirements for specified public improvements, facilities, and services. On November 9, 1993, the Banning City Council adopted Ordinance No. 1134, which approved Deutsch Specific Plan Development Agreement No.1992-02.

Butterfield Specific Plan 2012

The City received an application on August 20, 2007, from Pardee Homes, the current property owner, for a comprehensive amendment to the Deutsch Specific Plan to provide for an updated plan, renamed the Butterfield Specific Plan, which would allow up to 5,387 dwelling units. A new EIR (SCH No. 2007091149) was prepared for the Butterfield Specific Plan. After public information meetings and the required public review, on March 27, 2012, the Banning City Council approved and adopted Resolution No. 2012-24, certifying the EIR (a copy of the resolution with adopted mitigation measures is contained in the appendix to the Specific Plan). On March 27, 2012, the Banning City Council also held public hearings on the Butterfield Specific Plan, related Development Agreement, and other project considerations. At this meeting, the City Council also adopted Resolution No. 2012-25, approving related General Plan Amendment No. 11-2501 and Zone Change No. 11-3501, and adopted Resolution No. 2012-27 approving the Water Supply Assessment for the Butterfield Specific Plan. On April 10, 2012, the Banning City Council adopted Ordinance No. 1450 for the Butterfield Specific Plan with Conditions of Approval, and Ordinance No. 1451 adopting the Development Agreement. Both ordinances with attached Conditions of Approval and Development Agreement are contained in the appendix to the Specific Plan.

Butterfield Specific Plan and Settlement Agreement 2015–2016

In April and June 2012, certain parties filed a legal challenge to the City's actions on the Butterfield Specific Plan, pursuant to issues regarding compliance with the California

Environmental Quality Act (CEQA). This was consolidated into a single matter under Riverside County Superior Court Case No. 1296246. After the County Superior Court issued a preliminary Statement of Decision in December 2013, the City, Pardee Homes, and the other parties in the action filed a Stipulation to Stay the Action to compromise on and settle the claims raised in the action and avoid further litigation. After negotiations, the parties agreed to a settlement agreement in the later part of 2014.

On December 9, 2014, the Banning City Council approved the Settlement Agreement as signed by all parties. The County Superior Court approved the Settlement Agreement on February 9, 2015. The Settlement Agreement allows for Project objectives to be realized, such as a range of quality housing opportunities for residents, additional local job opportunities, increased tax revenues, and a fire station. The Project, as amended, will provide new housing, new commercial uses, new school sites, new recreational opportunities, new infrastructure, new employment opportunities, and added economic benefits for the community.

SUMMARY:

The General Plan Circulation Element Amendment and Butterfield Specific Plan Minor Modifications (Project) proposes to modify the Butterfield Specific Plan to reflect the following provisions, pursuant to the settlement agreement and additional minor modifications:

General Plan Amendment (subject to Planning Commission recommendation and City Council approval required):

- Removal of the proposed extension of Highland Homes Road to Brookside Avenue and Cherry Valley Boulevard

Minor Modifications (Community Development Director approval required, Planning Commission and City Council concurrence requested):

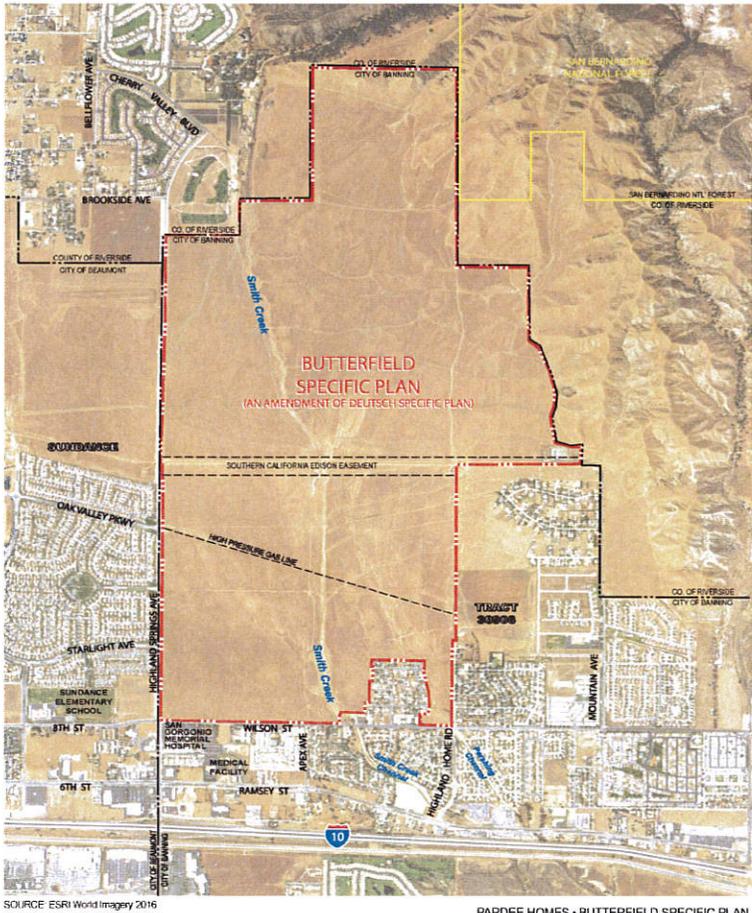
- Reservation of Planning Areas (PAs) 60 and 61 as open space rather than the development of 412 dwelling units.
- Granting a revocable license for hiking, walking, and non-motorized bicycle use and the transport of equipment to the eastern portion of the site.
- Elimination of the proposed golf course in PA 35 and PA 39, and replacement of the golf course with a central open space recreational area to include parks and open space uses.
- Reduction in the number of residential units from 5,387 dwelling units to 4,862 dwelling units.
- Removal of PA 43B in the northwest corner of the Specific Plan area that was outside current Banning city limits and outside of Pardee Homes property ownership, thereby reducing the Specific Plan area from 1,543 acres to 1,528 acres.

Project Location

The Project site is approximately 1,528 acres and is located in the northwestern corner of the City of Banning; see Figure 1. The Project site is located in the San Gorgonio Pass area joining Riverside and Perris Valley with Palm Springs and the Coachella Valley lower desert. Several major freeways connect the Project site to western Riverside and San Bernardino County: Interstate (I) 10, State Route (SR) 60, SR-79, and SR-243. Regional access to the site is provided by I-10 from Highland Springs Avenue. The site is generally bounded by Wilson Street to the south, Highland Springs Avenue to the west, Riverside County unincorporated land to the north and northeast, and portions of Highland Home Road to the east. The San Bernardino National Forest is farther north of the Project site. The site transitions from relatively flat land at the northeast corner of Highland Springs Avenue and Wilson Street to the foothills of the San Bernardino Mountains. Major access to the site is provided by Highland Springs Avenue, Wilson Street, and Highland Home Road.

The Project site is currently designated Specific Plan in the City's General Plan, which includes land use designations of Very Low Density Residential, Medium Density Residential, High Density Residential, Commercial, Active Recreation, and Passive Open Space-Parks.

Figure 1
Butterfield Specific Plan Location Map



PROJECT PROPOSAL / ANALYSIS:

Proposed General Plan Amendment

The applicant is requesting approval of a General Plan Amendment to remove the proposed extension of Highland Home Road to Brookside Avenue and Cherry Valley Boulevard within the project area, pursuant to the previously referenced Settlement Agreement. The General Plan Amendment would implement the changes required by the Settlement Agreement.

Figure 2: Existing General Plan Circulation Element Street System

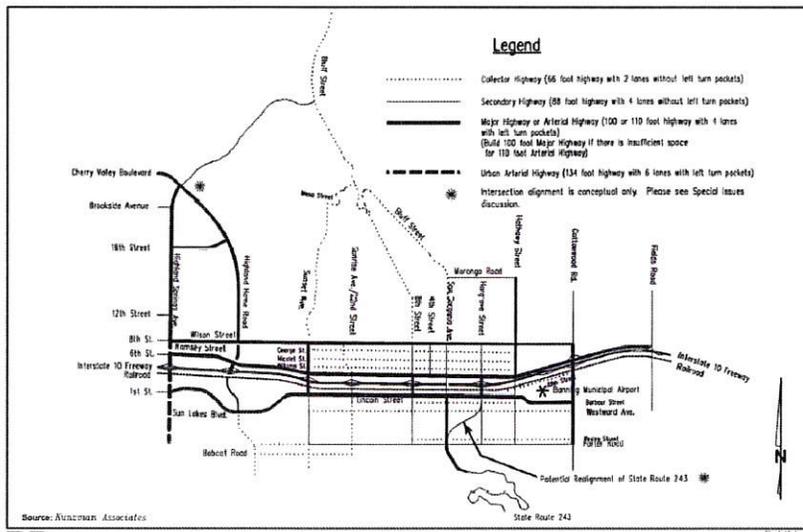
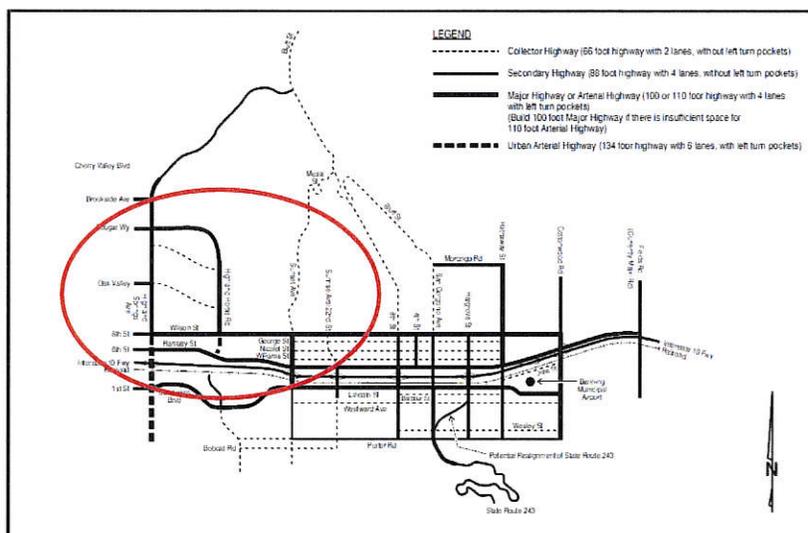


Figure 3: Proposed General Plan Circulation Element Street System



The affected portion of Highland Home Road is north of Wilson Street and is located entirely within the Butterfield Specific Plan project area. The addendum prepared for the project analyzes traffic related to the proposed General Plan Amendment to the Circulation Element and concludes that there would be no significant effects to traffic resulting from the removal of this road segment.

Proposed Minor Modifications

As outlined in the Butterfield Specific Plan, Section 6.1.2, Minor Adjustments and Modifications, a Minor Modification is required when modifications to a Specific Plan would qualify for processing under a Substantial Conformance application instead of a Specific Plan Amendment. The following modifications qualify for a Minor Modification pursuant to the Specific Plan, and are identified below for purposes of the proposed Project's Minor Modification request:

- Changes in the location of infrastructure and public facilities, such as internal roads or drainage facilities, subject to the review and approval of the Public Works Director/City Engineer.
- Minor change in roadway alignment and grade, subject to the review and approval of the Public Works Director/City Engineer.
- In lieu of the originally planned golf course within PA 35, PA 35 would now consist of open space with active and passive recreational uses, such as walking and biking trails, parks, and native vegetation landscaping.
- The neighborhood mini parks and neighborhood recreation park (PAs 21–34 and 62–72) may be relocated in their respective areas, including into PA 35.
- If determined preferable to locate additional stormwater detention facilities at the south end of the Specific Plan area along Smith Creek, these facilities may be located in PA 9. The boundaries of PAs 7, 8, 12, and 13 may be expanded into PA 35 to offset any proposed residential area displaced in PA 9.
- Additional minor modifications similar to those listed above and determined to be minor by the Community Development Director and in keeping with the intent of the Butterfield Specific Plan.

The Butterfield Specific Plan has been updated as of June 2016 to reflect the applicable provisions of the Settlement Agreement and other minor modifications, including the following adjustments:

- Adjustment of remaining planning areas and the backbone street system in the Specific Plan to accommodate approved Settlement Agreement-directed adjustments.
- Adjustment of the land-use mix as reflected in Table 1, Comparative Land Use Summary, including changes required by the Settlement Agreement
 - Residential use area reduced.
 - Open Space area increased.
- Realignment of the previous proposed “B” Street through the Butterfield Specific Plan area as an easterly extension of Oak Valley Parkway to Highland Home Road.

- Realignment to accommodate the upgrading of the Southern California Gas Company transmission line through the Specific Plan area and maintain it in a roadway area for maintenance and safety purposes. The line would be upgraded to current standards, but not increased in size.
- Adjustment of planning areas and the backbone street system in the southern half of the Specific Plan area to accommodate realignment of Oak Valley Parkway/"B" Street for a gas line.
- Relocate the PA 20 school site pursuant to a School District request.

Table 1
Comparative Land Use Summary

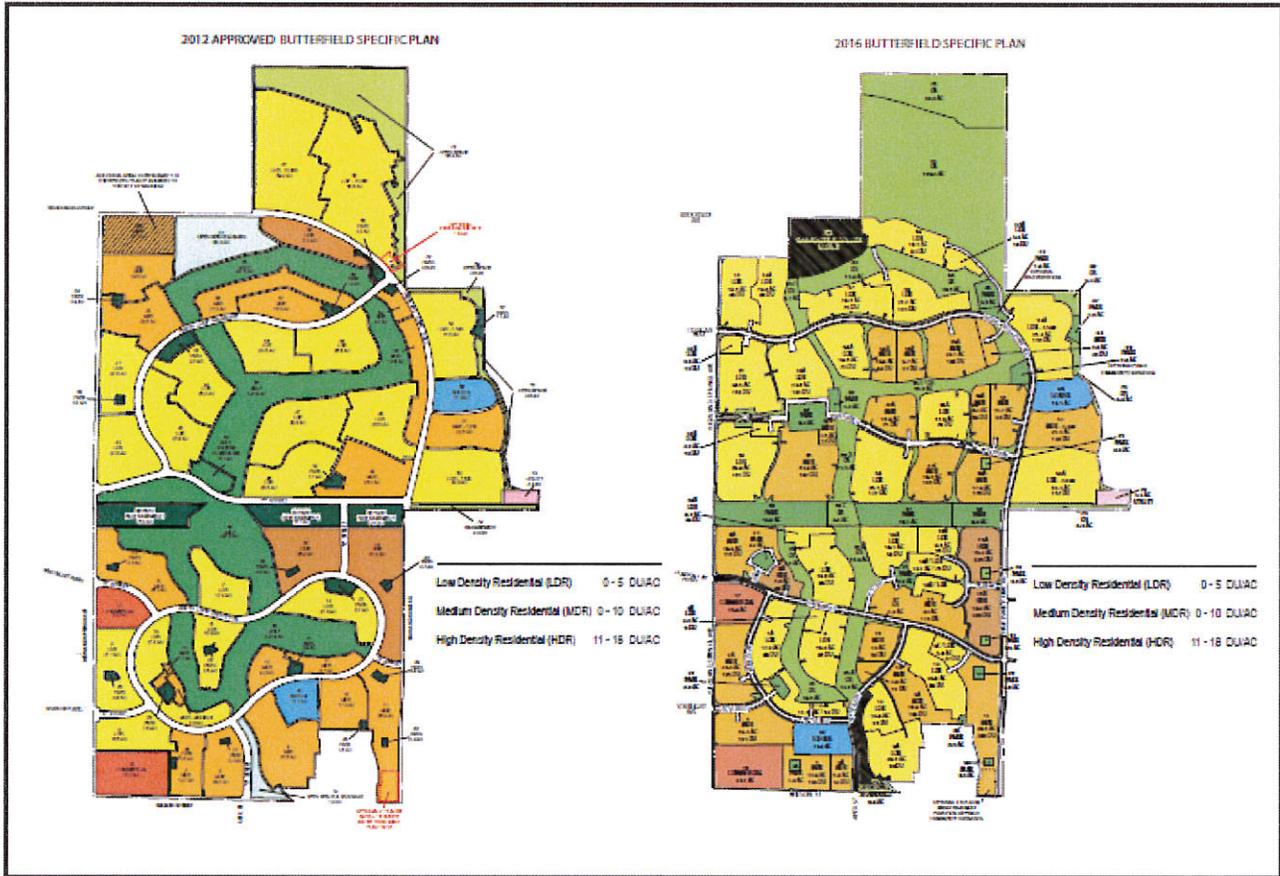
Land Use	1993 Approved Deutsch Specific Plan		2012 Approved Butterfield Specific Plan		2016 Butterfield Specific Plan	
	Gross Acres (% of Total)	Dwelling Units	Gross Acres (% of Total)	Dwelling Units	Gross Acres (% of Total)	Dwelling Units
Residential						
Low Density 0-5 DU/AC (LDR)	656.0 (42.3%)	1,946	539.2 (35.0%)	2,222	487.9 (31.9%)	2,201
Medium Density 0-10 DU/AC (MDR)	390.0 (25.1%)	1,950	324.4 (21.0%)	1,960	335.8 (22.0%)	2,095
High Density 11-18 DU/AC (HDR)	89.0 (5.7%)	1,184	73.8 (4.8%)	1,205	38.4 (2.5%)	566
Very High Density 18 DU/AC+ (HDR)	16.0 (1.0%)	320	(0)	(0)	(0)	(0)
Residential Subtotals	1,151.0 (74.2%)	5,400	937.4 (60.8%)	5,387	862.1 (56.4%)	4,862
Open Space						
Golf Course/Drainage	193.0 (12.4%)		253.9 (16.5%)		(0)	
Parks	75.0 (4.8%)		66.5 (4.3%)		78.4 (5.1%)	
Natural/Landscape/Drainage	(0)		108.4 (7.0%)		418.1 (28.0%)	
Open Space Subtotals	268.0 (17.3%)		428.8 (27.8%)		496.5 (32.5%)	
Other						
Commercial Office ¹	25.0 (1.6%)		36.0 (2.3%)		36.7 (2.4%)	
Schools ²	24.0 (1.5%)		23.0 (1.5%)		27.1 (1.8%)	
Utility Substation	(0)		4.2 (0.3%)		4.2 (0.3%)	
Fire station ³	1.0 (0.06%)		1.6 (0.1%)		1.6	
Backbone Roads	83.0 (5.3%)		113.6 (7.4%)		101.0 (6.6%)	
Other Subtotals	133.0 (8.5%)		176.8 (11.4%)		169.0 (11.1%)	
Specific Plan Totals	1,522.0 (100%)	5,400	1,543.0 (100%)	5,387	1527.6 (100%)	4,862

- 1 Within the Butterfield Specific Plan, alternate Residential use or mixed use of the Commercial sites is provided, for PA 17 at up to 4.5 DU/AC (LDR) and PA 18 at up to 10 DU/AC (MDR), as long as the overall DU total for the Specific Plan does not exceed 4,862_DU.
- 2 Alternate Residential use of school sites at up to 10 DU/AC is provided for within the Butterfield Specific Plan as long as the overall DU total for the Specific Plan does not exceed 4,862_DU.
- 3 A fire station site is designated as a permitted use in any of the Residential, Open Space, Commercial or School Planning Areas, Except PA's 36, 37, 38, 39, 69, 73, 74, and 75 in the Butterfield Specific Plan. The 1.6 acre fire station site area is included in the area of open space land use areas.
- 4 The 2016 Modified Specific Plan total area is smaller because previous Planning Area 43B was eliminated, which was outside City limits and outside Pardee ownership.

Implementation of the Settlement Agreement would require changes to the roadway system to ensure that Highland Home Road would never connect to either Brookside Avenue or Cherry Valley Boulevard in the future. By redirecting circulation elements, nearly all of the planning areas would be affected both in size and shape, as they were re-planned around the new roadway systems. However, the changes are consistent with the overall vision and uses that were outlined and described in the 2012 Specific Plan Project and Settlement Agreement, and the changes are a result of, and are intended to implement, the Settlement Agreement. Under the Settlement Agreement, the private golf course was removed from PAs 35 and 39. Currently, access to the new public open space is planned through each of the residential planning areas. This would result in recreation and active park spaces being relocated to better accommodate active and passive park uses.

Low-density, medium-density, and high-density residential uses are consistent with the original plan. Commercial acreage and school sites remain consistent with the original plan. Based on recent conversations with the Beaumont Unified School District, what was originally planned as a 12-acre site will now be a 14-acre school site. This Proposed Land Plan (Figure 2) adapts to and implements the mandated changes, and will serve as the foundation for future approvals.

Figure 4:
Approved and Proposed Butterfield SP Land Use Maps



In addition to the above land use changes, staff had questions and/or concerns with the following changes within the Specific Plan document proposed as part of the Minor Modifications. Pardee responses to the comments are provided as follows:

City Comments	Pardee Response
<u>City Planning Department Comments</u>	
<u>SP Pages 1-1, 1-2, 1-15, 3-11, others</u>	
<ul style="list-style-type: none"> It is unclear how the new residential and open space acreages were arrived at (e.g. SP acreage has gone from 1,543 to 1,528, presumably based on the annexation area, however that area is identified on page 1-2 as 21 acres; 937 acres of residential development is reduced to 862 acres, approximately 496 acres of open space is proposed however if PAs 60 & 61 at 120 acres were converted to open spaces, why is the increase in open space only 68 acres rather than 120?). 	<p>The amount of proposed Central Open Space in the 2016 updated Specific Plan is less than the amount of previously proposed Golf Course open space in the 2012 approved Specific Plan due to the realignments of major proposed streets (Highland Home Rd., "C" Street, "H" Street and "F" Street) and the reconfiguration and enlargement of residential planning areas surrounding the Central Open Space. In addition, portions of area previously included in the golf course area are now part of the enlarged PAs 37 and 38 park area (in SCE easement). The reduced open space in the central open space is offset by an increase in open space in the north due to the elimination of residential PAs 60 and 61 and an increase in the amount of proposed park area. A net increase of 68 acres of total open space has occurred in the 2016 updated Specific Plan due to the modifications noted here.</p> <p>The amount of proposed High Density Residential (HDR) area and associated units in the 2016 updated Specific Plan has decreased from the 2012 plan; however, the amount of proposed Low Density and Medium Density Residential units (LDR & MDR) as stayed relatively the same or has increased (despite the loss of previous residential PAs 43B, 60 and 61). The remaining residential planning areas surrounding the central open space were enlarged (but not more than the 20% allowed by the Specific Plan) in order to allow for the revised total of 4,862 dwelling units allowed by the Settlement Agreement.</p> <p>The total amount of area listed in the 2016 updated Butterfield Specific Plan is based on recorded Tract Map No. 34330 that covers the entire Specific plan area, excepting PA 70 (utility substation area) and the previously proposed PA 43B area. The SP area is now based on recent record map information and all interior areas have been recalculated to total the record area. Tract No. 34330 (this tract was for conveyance and financing purposes and not for development purposes) was approved and recorded in May 2008. Tract No. 34330 officially recorded the Specific Plan area (except PAs 43B and 70) as 1,523.4 acres total. With PA 70 at 4.2 acres added in, the current entire Butterfield Specific Plan area is approximately 1,527.6 acres. The draft SP that was ultimately approved in 2012 was essentially prepared prior to the preparation of Tract No. 34330. Even though Tract 34330 recorded before the draft SP was ultimately approved in 2012, a decision was made not to update the SP at that time.</p>

City Comments	Pardee Response
	<p>The differences in area can be attributed to refinements in the accuracies of area calculations and to what degree existing perimeter streets were included in those calculations.</p> <p>The differences in the total SP area between the 2016 and the 2012 plans is based on the more recent and accurate record map area information as noted above, as well as the removal of previously proposed PA 43B, resulting in a net decrease in area of 15.4 acres. This explanation is included at the end of Section 1.4 in the 2016 updated Specific Plan.</p>
SP Page 1-8	
<ul style="list-style-type: none"> Last bullet: Elimination of golf course should be replaced with “active recreational use including biking and pedestrian trails, turnouts for exercise, viewing and educational facilities, all linkable to other tracts, parks and open space, landscaping and providing full public access” as required by Section 8.1.3 of the Development Agreement. Applicable to similar text on other pages. 	<p>The text on page 1-8 is part of Section 1.3.3 of the 2016 updated SP that was added to specifically reference the requirements of the Settlement Agreement. The text used here matches the Settlement Agreement. There is full agreement with the comment noted above. The Development Agreement wording relative to the former proposed golf course area, now the Central Open Space, such as noted above, is included in Sections 3.1.1.3, 3.6.3 and 4.3.5 of the 2016 updated SP where the Central Open Space is specifically discussed.</p>
SP Page 3-10	
<ul style="list-style-type: none"> First paragraph: It is unclear why language regarding potential Fire Station was site struck out. 	<p>The text on page 3-10, first partial paragraph, is part of a discussion on residential planning area use, and reference to a potential fire station site in former PA 60 had been noted here because PA 60 was a residential planning area. With the elimination of PA 60 as a residential planning area, the mention of a potential fire station site here is no longer applicable. A new potential fire station site is now noted in Sections 3.1.1.4, 3.6.1.1 and 3.7.1 of the 2016 updated SP, and on Exhibit 3.1, in the PA 72 park area as an optional use. The amount of park area proposed in the 2016 updated SP is greater than that proposed in the 2012 SP, and the amount of park area proposed is greater than the minimum required for the project by the City’s General Plan; therefore, a small portion of this excess park area is proposed as a potential fire station site, if the City and Fire Dept. determine it is needed at this location.</p> <p>The proposed optional fire station site in PA 72 is located on Highland Home Rd. in the same area the Fire Dept. previously indicated they would like to have a station, if they decide it is needed. The potential fire station site was previously proposed in the same area on Highland Home Rd. at the southeast corner of former PA 60. The permitted use lists in Section 5.0 of the Specific Plan allow Fire Stations as a permitted use in all residential, commercial and some parks and open space planning areas of the Specific Plan as previously agreed to with the City. Sections 3.1.1.7 and 3.7.1 of the Specific Plan describe this.</p>
SP Page 3-12	
<ul style="list-style-type: none"> It is unclear how golf course and/or natural drainage ways may be replaced with non-natural drainage structures. 	<p>Page 3-12, Section 3.1.1.3, does not appear to include any references to “non-natural drainage structures” in the previous 2012 text or the proposed 2016 updates. Section 3.4.2 of the 2016 SP includes the Specific Plan description of the proposed</p>

City Comments	Pardee Response
	improvements to the Central Open Space Drainage System and other parts of the project. A more detailed analysis and design of the improvements needed in this area will be completed as a lead in to final engineering.
SP Page 3-39	
<ul style="list-style-type: none"> • Second bullet removes trails in numerous locations (text) 	<p>Most of the planning areas previously listed with having trails within and adjacent have been restored in the text, consistent with Exhibit 3.4 as updated. PAs 60 and 61 are still shown deleted because these PAs have been eliminated. In addition, numerous additional planning areas have now been listed in the text with having trails within and adjacent, consistent with Exhibit 3.4 as updated. Because the golf course has been eliminated, which prevented having public trails in this area, trails are now proposed throughout the Central Open Space area as depicted on Exhibit 3.4 as revised. The amount of public trails proposed throughout the project has greatly increased from that previously proposed in 2012.</p>
<ul style="list-style-type: none"> • Reference to meandering sidewalk/trail has been deleted. 	<p>The reference to meandering sidewalk/trail is in the fourth bullet. Reference to the Northern Loop and Southern Loop has been deleted because these street names have been deleted. See additional responses on this topic below.</p>
SP Exhibit 3.4, Backbone Non-Vehicular Circulation Plan, Proposed	
<ul style="list-style-type: none"> • 5' Meandering sidewalk next to 5' decomposed granite meandering trail significantly reduced with respect to locations, eliminated from interior of project. 	<p>The amount of 5' decomposed granite (DG) paths previously proposed adjacent to meandering sidewalks has been reduced in areas next to loop streets that are no longer part of the proposed Specific Plan backbone roadway system due to the roadway reconfiguration required for the other project adjustments. When the golf course was still proposed as part of the project, trail circulation was forced to be along the proposed main roads. With the removal of the golf course, the proposed public trail system has been refocused on the Central Open Space located throughout the Specific Plan area, which is considered preferable for a pedestrian circulation system. All streets will still include 5' wide public sidewalks on both sides of the street. The updated Specific Plan still allows for side-by-side sidewalk/DG paths adjacent to the main streets where it makes sense and the parkway areas adjacent to streets allow for it (maintenance responsibilities are a concern). Due to the removal of the golf course and its inherent limitations for public access, the amount of public sidewalks, pathways and trails proposed throughout the project, including the Central Open Space, has greatly increased from that previously proposed in 2012.</p>
<ul style="list-style-type: none"> • Language added to legend does not indicate locations: 5' MEANDERING SIDEWALK (NEXT TO 5' DECOMPOSED GRANITE 5' MEANDERING TRAIL IN SOME LOCATIONS). 	<p>This note on exhibit 3.4 is proposed to be revised to read: 5' MEANDERING SIDEWALK (5' DECOMPOSED GRANITE 5' MEANDERING TRAIL MAY ALSO BE PLACED ADJACENT TO THE SIDEWALK). This revision was made to clarify that sidewalks will be in all locations. This note refers to parkway areas adjacent to the main streets. See the further discussion above regarding the proposed trail and pathway system.</p>
SP Exhibit 3.6A	
<ul style="list-style-type: none"> • Golf course grading concept plan was eliminated and a replacement central open space grading concept plan was 	<p>Pardee was previously committed to the golf course early on and had more detailed grading and drainage design plans prepared</p>

City Comments	Pardee Response
not provided.	at risk prior to receiving ultimate approval of the Specific Plan. Those plans are no longer applicable due to the elimination of the golf course. New more detailed Central Open Space grading and drainage plans are currently underway at risk. Commitment to a recreation open space plan is dependent on better understanding how the plan will also function as a flood control facility. Once the more refined drainage plan is defined, we can then accommodate the public open space amenities in locations where they would be outside of the needed floodways or in other areas may be located in areas that would experience some acceptable limited inundation dependent upon the flood plain hydraulic constraints. Pardee will submit the more detailed grading, drainage and recreation open space plan to the City upon completion.
SP Page 3.53	
<ul style="list-style-type: none"> • Fourth paragraph – language has been added such that the south channel may now be lined rather than earthen/natural. 	This section (3.4.2) of the SP gives a Specific Plan description of the proposed master drainage system for the project, including the Central Open Space Drainage System.. A more detailed analysis and design of the improvements needed in this area will be completed during final engineering. Further detailed analysis and design may indicate protection measures are needed such as turf reinforcing mat as described in Section 3.4.2 of the SP or similar low impact measures such as riprap lining, slope reinforcement or other such improvements to mitigate against erosive flood flow conditions.
SP Exhibit 3.7C	
<ul style="list-style-type: none"> • Conceptual Golf Course Drainage Plan was eliminated and a replacement central open space drainage plan was not provided. 	See response to comment on Exhibit 3.6A above.
SP Exhibit 3.11, Recreation and Open Space Plan, Proposed	
<ul style="list-style-type: none"> • Exhibit eliminates trails/pathways and trailheads. 	The proposed trails/pathways and trailheads overlay was left off of the updated Recreation and Open Space Plan, Exhibit 3.11, simply because it is fully depicted specifically on Exhibit 3.4, Backbone Non-Vehicular Circulation Plan. This overlay can be added to Exhibit 3.11 and/or a text reference can be added to the Section 3.6.3 and Exhibit 3.11 referring the reader to Exhibit 3.4 for this information.
SP Page 3-85	
<ul style="list-style-type: none"> • Section 3.6 describing Recreation and Open Space does not incorporate language regarding required recreational open space per the Development Agreement. 	Language edits were added to the end of SP Section 3.6.3 to reflect language regarding required recreational open space per Section 8.1.3 of the Development Agreement.
SP Page 3-89	
<ul style="list-style-type: none"> • Neighborhood Recreation Parks - Strikeout missing at park acreages. 	The missing park acreages strikeouts will be added back in.
SP Page 4-6	
<ul style="list-style-type: none"> • Trailhead locations potentially reduced (i.e. now at “specified” locations which are not identified). 	The only trailheads from the 2012 SP that were removed in the 2016 SP update were the previously proposed trailheads in the more northerly areas, adjacent to PAs 60 and 61, which have been removed by the Settlement Agreement. See Exhibit 3.4 in the 2016 SP.

City Comments	Pardee Response
	The Highland Springs Resort owners (a party to the Settlement Agreement) own the property west, north and east of PAs 34 and 73 as proposed in the 2016 SP. Although it is not specifically included in the Settlement Agreement, the Highland Springs Resort owners previously indicated they would not support trail connections onto their private property. Trails and trailheads in the area of PAs 34 and 73 are not included for this reason and also due to the removal of PAs 60 and 61 development which would have provided access to the trailheads. Pursuant to the Settlement Agreement, Pardee is to deed PA 73 to the Highland Springs Resort for their private use.
<ul style="list-style-type: none"> • 4.3.7.1 - Language added to make 5' wide dg path along optional along entry streets. 	See response above to Exhibit 3.4 comment.
<ul style="list-style-type: none"> • 4.3.7.1 - Language added to potentially remove sidewalks. 	There was not intent to add language to potentially remove sidewalks. Additional edits were made to this section to clarify this.
SP Exhibit 4.11	
<ul style="list-style-type: none"> • dg Path is missing but deletion is not identified. 	See response above to Exhibit 3.4 comment. There was no intent to add "superseded" to this exhibit and it was not noticed.
SP Exhibit 4.12	
<ul style="list-style-type: none"> • dg Path is missing but deletion is not identified. 	See response above to Exhibit 3.4 comment.
SP Page 5-1	
<ul style="list-style-type: none"> • First paragraph, golf course removed and not replaced with recreational open space language. 	The intent in this opening introductory paragraph in this section is to list the basic land use components in the SP in just basic 1-3 word terms.
<u>City Engineering/Public Works Department</u>	
SP Section 3.2, Circulation Plan	
<p>1. All entry points to the development from Highland Springs Avenue, Wilson Street and Highland Home Road shall have raised medians (i.e. Highland Home Road/Highland Springs Ave; H Street/Highland Home Road). Revise exhibits as needed.</p>	The roadway cross sections in Exhibits 3.3B-D of the 2016 updated SP require raised medians on entry streets A Street, B Street at Highland Springs Ave., C Street at Wilson Street, F Street at Highland Springs Ave., H Street at Highland Springs Ave, and Highland Home Road at Wilson Street, consistent with the 2012 SP. The roadway cross sections in Exhibits 3.3B-D of the 2016 updated SP allow painted medians on F Street at Highland Home Rd. and on Highland Home Road at Highland Springs Ave., which is consistent with what was in the 2012 SP; however, notes are included for these sections in both the 2012 and 2016 SPs also allowing for raised medians in these areas. A note is being added to the cross section for H Street at Highland Home Road on Exhibit 3.3C requiring a raised median at this point similar with what was in the 2012 SP.
<p>2. Exhibit 3.3B: Applicant to construct improvements on the east side of Highland Home Road fronting existing homes. Provide exhibit showing the intersection of Highland Home Road and Wilson Street. There should only be one access road on the north side of this intersection.</p>	A note will be added to the Highland Home Road cross section, southerly portion north of Wilson Street, on Exhibit 3.3B in the 2016 SP that indicates the proposed 20' frontage road on the east side of Highland Home Road will not have access to Wilson Street. The south end of the 20' frontage road will be closed off to Wilson Street. This has always been the intent based on previous discussions with the city. The 20' frontage road, which is proposed to use a portion of the existing roadway, was intended to provide access to the driveways of the existing homes fronting on this road, separate from the future traffic

City Comments	Pardee Response
	flow anticipated on the proposed improvements to Highland Home Road. The frontage road would only outlet to W. Hoffer St. and W. Gilman St. both further to the north, which in turn intersect with the future Highland Home Road. As noted, this preliminary design was based on previous discussions with the city. Pardee can prepare and provide a concept plan for how this intersection will work.
3. Exhibit 3.3C, Park Adjacent Street PA 34 & 62: Define asterisk behind sidewalk.	The asterisk was an error, it has been removed from Exhibit 3.3C.
4. Exhibit 3.3E, Neighborhood Entry: Show 2:1 Min/Max at right of way.	This information has been added to Exhibit 3.3E.
5. Exhibit 3.4: Include meandering sidewalk/DG trail along the entire road segments of H Street, B Street, C Street, Highland Home Road and F Street. (Revise exhibits as needed).	See response above to Exhibit 3.4 Planning comment.
SP Section 3.4, Drainage Plan	
6. This section needs to include the City's retention language: <i>At a minimum, all development will make provision to store runoff from rainfall events up to and including the one-hundred-year, 3-hour duration event.</i>	The city's retention language noted in the comment has been added as item 16 of Section 3.4.3, <i>Drainage Plan Development Standards</i> , of the 2016 SP.
7. Exhibit 3.6B: It has been expressed in a memo dated November 23, 2016 from John McCarthy (Michael Baker) that the North Basin will be design to <i>"store and detain upstream drainage flows from expected 100 year storm events flowing in from Smith Creek and also meet the City's 100-year, 3-hour storm event retention requirement [from on-site]"</i> . There are no volumetric differences from the previous exhibit (3.7B Superseded). It is unclear if the original exhibit included the required storage for both the Smith Creek 100 year flow and on-site 100 year, 3-hour volume.	The PA 71 - North Basin volumes indicated in Exhibit 3.7B of the Specific Plan represent the anticipated maximum volumes that may be provided based on expected grading limitations for this basin. Pursuant to further refinements in detailed project design and drainage/runoff storage calculations based on project needs and current city requirements, if additional storage is required in addition to what can be achieved in the basin, then additional storage will be designed and located in appropriate areas elsewhere in the development areas of the project as required. It is intend that the project will mitigate flood flows pursuant to the city's current standards. An updated Hydrology and Hydraulics report describing how the updated project clearly intends to mitigate and conform to the new requirements, including with updated calculations, will be prepared and provided for review once we gain approval of this Minor Modification.
SP Section 3.5, W, RW, and S Services Plan	
8. The number of storage tanks and required storage capacity have been revised without submittal of back up documents to justify the revisions. Provide backup information for City review.	The amount of domestic water storage estimated needed for the Specific Plan's proposed lower Foothill West Pressure Zone and the proposed Zone I pressure zone has not been revised between the 2012 and 2016 SP update. A previously proposed alternative storage tank site for the Foothill West Zone had been shown in the PA 68 school site in the 2012 SP. This had been shown as an alternative to the site proposed and shown on the northeast side of PA 50A. Only one site is needed because both sites would just duplicate the same estimated storage needs (1.6 MG) for the zone. Since 2012, it has been determined that the alternate site in PA 68 is infeasible and undesirable and therefore it was removed in the 2016 SP update. The Zone I storage tank site had been shown in the 2012 SP as consisting of 1 or 2 tanks, but in either case the estimated amount of storage needed for this zone was only 1.4 MG. The 2016 SP (Exhibit 3.7)

City Comments	Pardee Response
	<p>shows only one storage tank for Zone I still at 1.4 MG, but it could be split in to two tanks again depending on what the city and developer agree is best. The 2012 SP included a third higher pressure zone, Zone II, for the project that was needed to serve the proposed northerly and higher elevation residential development proposed in PAs 60 and 61. With this third zone, a higher third storage tank site was proposed with an estimated storage capacity of 0.5 MG to serve PAs 60 and 61. Since the Settlement Agreement eliminated the PAs 60 and 61 development, the need for the third pressure zone, third tank site and additional storage was also eliminated and therefore removed from the 2016 SP update. The Settlement Agreement anticipates only the Zone I tank site in the northerly area and assumes the need for the Zone II tank has been eliminated. These are the reasons for the change in the number of storage tanks noted in Section 3.5 of the 2016 SP and the elimination of need for the Zone II storage is the reason for the change in the total project's estimated storage need from 3.5 to 3.0 MG.</p> <p>Pardee is currently awaiting the City's hire of Carollo Engineering to study the citywide water, recycled water and sanitary sewer systems. Through that analysis, there should be a further opportunity to help define the required size and location of the domestic water tanks needed for the Specific Plan area.</p>
<p>9. A change to the Chromium drinking water standard has occurred since the project's approval. This section shall include language regarding treatment facilities needed to serve the development. It should also be noted that the proposed WWTP site will also double as a site for Chromium-6 treatment facilities (revise exhibits as needed). Update Section 5.8.1.</p>	<p>Language regarding the above will be included in Sections 3.5.1 and 5.8.1 of the 2016 updated SP as requested, and exhibits will be revised as needed.</p>
<p>10. Exhibit 3.9A shows an "Existing SGPWA Spreading Grounds". Please confirm this. I am unaware of spreading facilities owned by SGPWA.</p>	<p>The SGPWA 2010 Urban Water Management Plan (available on the Agency's website) indicates in Section 3.7.3, Facilities, that that SGPWA operates the Little San Gorgonio Creek Spreading Ponds located on the northwest corner of Orchard St. and Avenida Miravilla in Cherry Valley. This is the same location labeled on Exhibit 3.9A of the Specific Plan.</p>
<p>11. 3.5.4: This section references an average flow at the WWTP of 2.5 MGD. Average flows are approximately 2.1 MGD.</p>	<p>Section 3.5.4 of 2016 SP will be changed to reflect the more recent average flows at the WWTP noted here.</p>
<p>City Electric Utility Department Comments</p>	
<p>The Electric Utility has noticed a conflict within the Butterfield Specific Plan Amendment as presented. The City purchased land from Pardee Homes and subsequently constructed Sunset Substation in March 2008 that occupies PA70 of the Project. The Utility also anticipates expanding within the City-owned 4.2 acre property to add a 230kV transmission substation to serve future energy needs. In addition to the substation, the Utility has an existing high voltage underground electric duct bank that extends west from the substation at PA 70. The duct bank includes two circuits that will be utilized to serve the Butterfield Project</p>	<p>Section 3.5.2 of the 2016 SP will be revised to remove mention of a potential recycled water tank site on PA 70, the City's electrical substation site. Exhibits 3.8A and 3.8B in the 2016 SP will also be revised to remove mention of a potential recycled water tank site on PA 70.</p> <p>If it is determined that recycled water storage tank is needed within the Specific Plan area, an appropriate and feasible site will need to be identified.</p>

City Comments	Pardee Response
<p>with electricity. Therefore, the PA70 site would not be a good candidate for a potential Recycled Water Storage Tank site. As a reminder, the Electric Utility will require adequate easements need to service the project. The easement area behind sidewalk may be needed for vaults, conduits, meter pedestals, street lights and pad mounted transformers.</p> <p>[Note: Multiple exhibits depict PA 70 as a potential reservoir site)</p>	

Staff comments and conditions noted above have been incorporated into conditions of approval for the Minor Modification request where applicable.

Future Discretionary Approvals

The full entitlement of the Project requires the following discretionary approvals:

- **Subsequent Development Approvals:** Development within the Butterfield Specific Plan area will be based on individual planning areas; each will potentially require a regulatory approval pursuant to the regulatory and development code requirements of the Butterfield Specific Plan. The following is a list of potential/future permits and approvals:
 - Tentative Tract Maps
 - Design Review (site plans)
 - Improvement Plans
 - Rough Grading Plans
 - Streambed Alteration Agreement
 - 404 Permit
 - National Pollution Discharge Elimination System Permit, 401 Certification, Storm Water Pollution Prevention Plan, and Other Water Quality Permits
 - Conditional Letter of Map Revision
 - Encroachment Permits/Easements
 - Community Facilities District
 - Utility Line Relocation California
 - Building Plans/Permits
 - Grading and Infrastructure Plans/Permits
 - Flood Control Facility Review/Acceptance
 - Certificates of Occupancy
 - Conditional Use Permit(s)
 - Annexation, Sphere of Influence Amendment, General Plan Amendment (PA 43B)
 - Individual Waste Discharge Requirements for Discharge of Recycled Water
 - Water Recycling Requirements, Master Recycling Permit
 - Storage Agreement
 - Use of State Water Project Facilities

Environmental Setting

The site is used intermittently for agriculture and livestock grazing, and has been extensively disturbed by human use. Disturbance includes grazing, disking, and contour farming. Vegetation types within the Project site consist primarily of annual grassland and mixed chaparral. Dominant plant species are non-native, including wild oat and brome grasses.

Smith Creek currently runs from north to south within the Project site boundaries. Within the Project boundary, Smith Creek is a natural earthen channel approximately 30 feet wide and ranges from 3 to 5 feet deep. The channel is mostly barren soil with a sandy bottom and soil sidewalls. Pershing Channel exists along the east boundary in the lower southwest portion of the Specific Plan area.

Existing topography of the site is relatively level due to its past farming and grazing disturbances. However, the site begins to slope upward toward the northeast corner of the site, since the San Bernardino Mountain range has its southern boundary along the edge of the site. The elevation of the southern portion of the Project site is approximately 2,560 feet; at the Project site's highest point in the northeast corner, the elevation is approximately 3,400 feet.

Vision and Objectives

The proposed Project would result in implementation of and construction related to a Specific Plan that would be consistent with the following goals and objectives established for the 2012 Specific Plan Project; these goals have been slightly updated to reflect adoption of the Butterfield Specific Plan, as modified, and the subsequent Settlement Agreement:

- **Master Planned Community:** Design and implement the development of a creatively designed master-planned community that expresses and embodies the City's vision of its future as articulated in the fundamental land use principals, policies, and objectives of the City's General Plan.
- **Proposed Specific Plan per the Settlement Agreement:** Revise the previously approved 2012 Specific Plan Project to reflect the Settlement Agreement, thereby implementing a master-planned community based on current and projected market conditions while maintaining the Specific Plan's underlying concept of comprehensive and cohesive development planning that allows for the appropriate physical and economic development of the property.
- **Provide a Quality, Livable Community:** Provide a quality, livable community through the implementation of a Specific Plan that will ensure a consistent quality of design, allow for the provision and maintenance of community amenities, and create a collection of cohesive, well-defined neighborhoods that provide residents with a clear sense of place and identity within the diverse fabric of the larger community.
- **Provide a Wide Range of Housing Opportunities:** Provide a range of high-quality housing opportunities by developing a diverse range of housing types

available at a variety of price points, responsive to market demand, varying lifestyles, and the developing economic profile of the community.

- **Promote Sustainability:** Promote the concept of sustainable community development by implementing green building practices in the selection of construction materials, the recycling of construction waste, and the use of energy- and water-efficient building practices.
- **Incorporate Water and Energy Efficiency:** Incorporate energy- and water-efficient design and technology into the homes, commercial buildings, and landscape of the Butterfield development.
- **Conserve Water Resources:** Conserve water resources and reduce demand for potable water within the Specific Plan area by maximizing the use of recycled water wherever appropriate, including the potential development of on-site recycled water treatment capacity, if needed.
- **Increase Employment Opportunities:** Increase local job opportunities through the approximate 30-year build out.
- **Ease of Navigation:** Create a community that is easy to navigate through careful use of landscape, signage, and entry design based on the Specific Plan's design objectives.
- **Recreational Amenities:** Provide recreational amenities that will serve the needs of neighborhood residents and others in the City of Banning, as well as nearby communities.
- **Safe and Efficient Circulation:** Provide a safe and efficient roadway network, linking all internal elements of the planned community with the surrounding area.
- **Encourage Alternative Transportation:** Encourage alternative transportation choices through the creation of a walkable community with well-defined pedestrian linkages between neighborhoods, amenities, schools, and commercial uses; the provision of bike paths; the creation of LSV/NEV [neighborhood electric vehicle/low-speed vehicle] linkages; and the development of multi-purpose trails.
- **Promote Community Security:** Promote community security and safety through appropriate outdoor lighting, the incorporation of "defensible space" concepts in the design of multifamily developments, and by encouraging community involvement through the area's master Homeowner's Association.
- **Address Drainage and Water Quality Issues:** Provide adequate drainage, flood control, and water quality improvements that satisfy applicable local, state, and federal criteria while respecting and enhancing/preserving natural drainage functions and features.
- **Ensure Provision of Public Services:** Ensure provision of adequate public services, utilities, and infrastructure in a timely manner as development occurs.
- **School Facilities:** Ensure provision of adequate education facilities within the planned community, pursuant to applicable school district and state requirements.

The General Plan Amendment and Minor Modification would implement and identify the changes described in and required by the Settlement Agreement. In addition to evaluating the changes noted above required under the Settlement Agreement, the Addendum evaluates the following additional changes:

- Adjustment of the remaining planning areas and backbone street system in the Specific Plan area to accommodate the Settlement Agreement changes.
- Adjustment of the land-use mix as reflected in Table 1, Comparative Land Use Summary, per the Settlement Agreement changes:
 - Reduction in the overall residential area
 - Increase in the overall open space area
- Realignment of the previously proposed “B” Street through the Specific Plan area as an easterly extension of Oak Valley Parkway to Highland Home Road. This realignment was determined to be necessary to accommodate upgrading of the Southern California Gas Company transmission line through the Specific Plan area and maintain it in a roadway area for maintenance and safety purposes. This line would be upgraded to current standards, but not increased in size. The original alignment for the gas line was through the golf course open space with limited public access, but given the elimination of the golf course to public open space, installing the 30-inch-diameter gas main line in a roadway is a more desirable and safe alternative.
- Adjustment of planning areas and backbone street system in the southern half of the Specific Plan area to accommodate realignment of Oak Valley Parkway/”B” Street for the gas line.

ENVIRONMENTAL ANALYSIS:

The Specific Plan EIR remains the valid and certified CEQA documentation for future development on the site, and is used to determine whether future development falls within the size and type of uses analyzed in the Specific Plan EIR.

Pursuant to the provisions of CEQA and the CEQA Guidelines, the City is the lead agency charged with the responsibility of deciding whether to approve the Project. As part of its decision-making process, the City is required to review and consider potential environmental effects that could result from construction and operation of the proposed Project.

The City’s review of the Project and related Project components is limited to examining environmental effects associated with differences between the current Project and the 2012 Butterfield Specific Plan as analyzed in the Butterfield Specific Plan EIR. Pursuant to CEQA and the CEQA Guidelines, the City prepared an Addendum to provide decision-makers with a factual basis for evaluating the environmental impacts associated with the proposed Project. The City determined that there are no changes in circumstances or new information of substantial importance that would require preparation of a subsequent or supplemental EIR.

The Addendum reviews changes to the 2012 Butterfield Specific Plan as would be implemented by the Project and to existing conditions that have occurred since the Butterfield Specific Plan EIR was certified, and compares environmental effects of development of the Project with those previously disclosed in the Specific Plan EIR. The Addendum also reviews new information of substantial importance that was not known and could not have been known with exercise of reasonable diligence at the time the

Specific Plan EIR was certified, and evaluates whether there are new or more severe significant environmental effects associated with changes in circumstances under which the Project is being undertaken. It further examines whether, as a result of any changes or any new information, a subsequent or supplemental EIR may be required. This examination includes an analysis of provisions of Section 21166 of CEQA and Section 15162 of the CEQA Guidelines and their applicability to the Project.

The Addendum compares the environmental effects of the Project with those disclosed in the Specific Plan EIR to review whether any conditions set forth in Section 15162 of the CEQA Guidelines requiring preparation of a subsequent or supplemental EIR are met. Potential environmental effects of the Project including the proposed General Plan Amendment and minor modifications are addressed in the Addendum and compared against the original project for the following areas:

- Aesthetics, Light, and Glare
- Agricultural Resources
- Air Quality
- Biological Resources
- Climate Change
- Cultural and Historic Resources
- Geology, Soils, and Seismicity
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Noise
- Public Services and Utilities
- Transportation and Traffic
- Water Supply

The following issue areas were found to be less than significant in both the original project and the minor modifications Addendum:

- **Agricultural and Forestry Resources.** The Project would not conflict with existing zoning for or the rezoning of forestland or the loss of forest land or conversion of forest land to a non-forest use.
- **Biological Resources.** The Project would not interference with the movement of any native resident or migratory fish or wildlife species or with established migratory wildlife corridors, or conflict with local policies or ordinance protecting biological resources, such as a tree preservation policy or ordinance.
- **Geology, Soils, and Seismicity.** The Project would not involve development on soils incapable of supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of wastewater.
- **Hazards and Hazardous Materials.** The Project would not result in safety hazards for people residing or working in the Project area due to development located within 2 miles of a public or private airport.
- **Mineral Resources.** The Project would not result in the loss of a known mineral resource or the loss of availability of a locally important mineral resource recovery site.
- **Noise.** The Project would not result in the exposure of people residing or working in the Project area to excessive noise levels related to development located within 2 miles of a public or private airport.
- **Population and Housing.** The Project would not displace substantial numbers of people, necessitating the replacement of housing elsewhere.

The following issue areas were found to be significant and unavoidable in the both the original project and the Addendum:

Aesthetics, Light, and Glare

The Project site and surrounding area have not been developed or altered since the Specific Plan EIR was prepared. Due to the size of the proposed Project and the current context of rural, undeveloped conditions, the Project's impact on light and glare would be significant and unavoidable (although typical of any large-scale residential development, and mitigated to the extent feasible), as was determined in the Specific Plan EIR. All Project Design Features (PDFs) and Mitigation Measures (AES-1 through AES-7) remain applicable to the proposed Project.

Air Quality

Construction-Related Emissions: As determined in the Specific Plan EIR, Project-related emissions are anticipated to exceed South Coast Air Quality Management District (SCAQMD) thresholds, and construction-related emissions would be significant and unavoidable.

Regional Operational Emissions: During the operational phase, the Specific Plan EIR determined that the Project would result in a net increase in regional emissions of

reactive organic gas, nitrogen oxides, sulfur dioxide, carbon monoxide, particulate matter 10 micrometers or less in diameter (PM₁₀), and particulate matter 2.5 micrometers or less in diameter (PM_{2.5}) from operation of stationary and mobile sources. Even with the inclusion of PDFs to reduce potential air quality impacts to the degree feasible, emissions would remain more than the SCAQMD significance thresholds. Therefore, operation of the proposed Project would have a significant and unavoidable impact on regional air quality. Although Project impacts would be slightly reduced compared to the 2012 Specific Plan, impacts would still be significant and unavoidable.

Air Quality Management Plan Consistency: As the Project would exceed SCAQMD thresholds, the Project would potentially result in a long-term impact on the region's ability to meet state and federal air quality standards. The Project would conflict with the region's 2007 Air Quality Management Plan (AQMP), as it would not meet the AQMP's consistency criteria for construction-related emissions. However, the proposed Project is generally consistent with the City of Banning General Plan's assumptions regarding population and housing growth. Therefore, on a regional scale, emissions from the Specific Plan were considered in the forecasts presented in the 2007 AQMP. As with the 2012 Specific Plan, the proposed Project would meet the second AQMP consistency criterion.

All PDFs and Mitigation Measures (AQ-1 through AQ-8) from the 2012 Specific Plan remain applicable to the proposed Project. The Addendum includes minor edits to Mitigation Measure AQ-7 regarding diesel-powered construction equipment to remove references to outdated standards about certification from the Environmental Protection Agency. The current standards are included in the updated Mitigation Measure AQ-7 and remain valid.

Traffic and Circulation

Construction of the recommended road improvements for the Project would achieve applicable level-of-service criteria at all study area intersections; however, as some improvements could result in significant impacts to existing land uses (due to Project right-of-way requirements), certain improvements may either be made in part, be deferred, or not be implemented due to overriding considerations and/or limited funding. Further, many of the recommended improvements are located in jurisdictions outside of the City of Banning. Most of these improvements have been, can be, and should be implemented by other agencies, but successfully completing the improvements in a timely fashion cannot be guaranteed. Therefore, as with the 2012 Specific Plan, the proposed Project would result in significant unavoidable impacts relative to traffic and circulation.

All (PDFs) and Mitigation Measures (TRF-1 through TRF-4) remain applicable to the proposed Project. The Addendum includes minor edits to Mitigation Measures TRF-1, TRF-2, and TRF-4 to refer to updated tables that reflect changes resulting from the Settlement Agreement (i.e., extension of Highland Home Road from its existing terminus just north of Wilson Street through the Project site and connecting to Cougar Way instead of connecting to the existing terminus of Brookside Avenue, as was previously proposed in the 2012 Specific Plan).

Cumulative Impacts

Aesthetics, Light, and Glare

As with the 2012 Specific Plan, the Project would introduce significant sources of light and glare into an existing rural, undeveloped area and result in a significant and unavoidable adverse impact on nighttime views of the Project site in the interim and long-term build-out condition. Mitigation measures can reduce these impacts, but would not reduce them to a level of insignificance due to the nature, size, and scale of the proposed Project and its cumulative significance.

Air Quality

As with the 2012 Specific Plan, emissions from development and operation of the proposed Project would exceed the SCAQMD thresholds, resulting in a significant impact. In accordance with SCAQMD methodology, any project that cannot be mitigated to a level of less than significant is also significant on a cumulative basis.

Climate Change

Although the Project would incorporate reasonable and feasible mitigation measures, the Project's incremental contribution to global climate change would be significant on a cumulatively considerable basis. Although implementation of mitigation measures would reduce the proposed Project's greenhouse gas emissions, such Project-specific mitigation may not be feasibly imposed upon other cumulative projects. Therefore, as with the 2012 Specific Plan, the Project would result in cumulative impacts related to climate change.

Noise

As the Project cannot reasonably or feasibly mitigate for cumulative mobile noise impacts (e.g., constructing sound walls on private property adjacent to sensitive uses surrounding the project site or forcing existing residential uses to change their existing windows), implementation of the proposed Project would result in a significant and unavoidable impact for cumulative mobile noise impacts, as the combined and incremental effects criteria would be exceeded. This conclusion remains the same as analyzed in the 2012 Specific Plan EIR.

Traffic and Circulation

Construction of the recommended circulation improvements would achieve applicable level-of-service performance at all study area intersections; however, as some improvements could also result in significant impacts to existing land uses (due to cumulative right-of-way requirements), certain improvements may either be made in part, be deferred, or not be implemented at all due to overriding considerations and/or limited funding. Further, many of the recommended improvement sites are located in jurisdictions outside of the City of Banning. Most of these improvements could be implemented by other agencies, but successfully completing them in a timely fashion

cannot be guaranteed because the City has no jurisdiction over other agencies. Therefore, as with the 2012 Specific Plan, the proposed Project would result in significant and unavoidable cumulative traffic impacts.

Consistency with the General Plan

To be consistent with the Banning General Plan, the Butterfield Specific Plan must meet the statutory requirements of California Government Code Section 65451, and be legally adequate. Specific Plans function as implementation documents of General Plans. To an extent, the range of issues contained in a Specific Plan is left to the discretion of the decision-making body. However, all specific plans, whether prepared by a city or county, must comply with Sections 65450–65457 of the Government Code. These provisions require that a specific plan be consistent with the adopted general plan of the jurisdiction within which the specific plan area is located. In addition, specific plans must be consistent with any Airport Land Use Plan, pursuant to Public Utilities Code Section 21676. In turn, all subsequent subdivisions, annexations, development agreements, public works projects, and zoning regulations must be consistent with the specific plan.

The Butterfield Specific Plan is consistent with the relevant General Plan, and is legally adequate in that it incorporates the following:

- Maps, diagrams, and/or descriptions to adequately describe the distribution, location, extent, and size of the major infrastructure components needed to serve the project, including energy, water provisions, public services, and solid waste facilities.
- Discussion of the methods to be used for infrastructure financing and a program for implementation, standards and criteria by which development will proceed, and standards for the conservation, development, and utilization of natural resources, where applicable.
- A detailed statement of the relationship of the Specific Plan to the General Plan, including consistency between both plans and a comparison of goals, objectives, and policies.
- A discussion of how the Specific Plan implements the policies of the General Plan.

Addendum to the Environmental Impact Report: Butterfield Specific Plan

Adoption of a general plan amendment is a “project” subject to CEQA. The City of Banning certified an EIR for the Butterfield Specific Plan on March 27, 2012. Although the 2012 Butterfield Specific Plan is no longer proposed to be developed at the same intensity, the Specific Plan EIR remains the valid and certified CEQA documentation for future development on the site, and is used to determine whether future development falls within the size and type of uses analyzed in the Specific Plan EIR.

The City prepared an Addendum to the Butterfield Specific Plan EIR to provide decision-makers with a factual basis for evaluating the environmental impacts associated with the proposed Project, and determined that there are no changes in circumstances or new information of substantial importance that would require preparation of a subsequent or supplemental EIR.

The Addendum reviews changes to the 2012 Butterfield Specific Plan via the proposed Project and to existing conditions that have occurred since the Butterfield Specific Plan EIR was certified, and compares environmental effects of development of the Project with those previously disclosed in the Specific Plan EIR.

Statement of Overriding Considerations

The City Council adopted the Statement of Overriding Considerations for the Butterfield Specific Plan EIR on March 27, 2012 (see City Council Resolution No. 2012-24), which is still valid for the proposed Project. The proposed Project would not result in any new or more severe significant environmental effects compared to the Butterfield Specific Plan Final EIR.

PUBLIC COMMUNICATION:

The Planning Division mailed notices to surrounding property owners within 300 feet of the Project site in compliance with the City's noticing requirements for public hearings. As of the date of this report, staff has not received any comments for or against the project.

ATTACHMENTS:

1. Planning Commission Resolution
2. City Council Resolution
 - a. Exhibit A – Butterfield Specific Plan Addendum dated November 2016 and Adopted Mitigation Monitoring & Reporting Program and Modifications
 - b. Exhibit B - General Plan Exhibits
 - i. Exhibit III-6
 - ii Page III-61
 - iii. Page III-71
 - c. Exhibit C – Pardee Revised Butterfield Specific Plan dated November 2016 and associated Minor Modifications conditions of approval
3. Settlement Agreement
4. Public Hearing Notice

Prepared and Recommended By:



Patty Nevins
Senior Planner

Reviewed By:



Brian Guillot
Community Development Director

Attachment 1
Planning Commission Resolution No. 2017-02

RESOLUTION NO. 2017-02

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BANNING, CALIFORNIA, RECOMMENDING THAT THE CITY COUNCIL APPROVE GENERAL PLAN AMENDMENT NO. 16-2501 TO AMEND THE GENERAL PLAN CIRCULATION ELEMENT TO REFLECT THE REMOVAL OF THE PROPOSED EXTENSION OF HIGHLAND HOME ROAD TO BROOKSIDE AVENUE AND CHERRY VALLEY BOULEVARD, AN ADDENDUM TO THE BUTTERFIELD SPECIFIC PLAN FINAL ENVIRONMENTAL IMPACT REPORT (SCH NO. 2007091149) AND ASSOCIATED MODIFICATIONS TO THE MITIGATION MONITORING AND REPORTING PROGRAM, AND MINOR MODIFICATIONS TO THE BUTTERFIELD SPECIFIC PLAN LOCATED AT THE NORTHEAST CORNER OF HIGHLAND SPRINGS AVENUE AND WILSON STREET, APNS 408-030-001 and 005; 408-120-001 through 020, and 022, 024, 025, 027, and 033; and 531-080-013 and 014

WHEREAS, an application for a General Plan Amendment to amend the City of Banning General Plan Circulation Element and for Minor Modifications to the Butterfield Specific Plan has been duly filed by:

Applicant / Owner:	Pardee Homes
Authorized Agent:	Chris Willis
Project Location:	Noted Above
APN Number:	Noted Above
Lot Area:	1,528 acres

WHEREAS, Pardee Homes submitted applications for a General Plan Amendment to remove the proposed extension of Highland Home Road to Brookside Avenue and Cherry Valley Boulevard from the General Plan Circulation Element, pursuant to a Settlement Agreement, and for minor modifications to the Butterfield Specific Plan for property located at the northeast corner of Highland Springs Avenue and Wilson Street.

WHEREAS, an Addendum was prepared to evaluate the proposed project consisting of both the General Plan Amendment as well as Minor Modifications to the Butterfield Specific Plan, and the Addendum concluded that that there are no changes in circumstances or new information of substantial importance that would require preparation of a subsequent or supplemental EIR.

WHEREAS, the Planning Commission has the authority to review and make recommendations to the City Council concerning General Plan Amendment No. 16-2501, the Addendum to the previously certified Final Environmental Impact Report (EIR) (SCH No. 2007091149) and revised Mitigation Monitoring and Reporting Program (MMRP) (Project), and Minor Modifications to the Butterfield Specific Plan.

WHEREAS, on December 23, 2016 the City gave public notice as required under Chapter 17.68 (Hearings and Appeals) of the City of Banning Municipal Code by advertising in the Record Gazette newspaper of a public hearing at which the General Plan Amendment No. 16-2501, the Addendum to the certified Final EIR and associated modifications to the Mitigation Monitoring and Reporting Program, and the Minor Modifications would be considered. The public hearing notice was also mailed to property owners within 300 feet of the Project site.

WHEREAS, on the 4th of January, 2017 the Planning Commission held a noticed public hearing at which time the General Plan Amendment No. 16-2501, the Addendum to the certified Final EIR and associated modifications to the Mitigation Monitoring and Reporting Program, and the Minor Modifications along with the staff report and public testimonies were considered and the hearing was continued to the February 1, 2017 Planning Commission meeting and due to a schedule conflict, the applicant subsequently requested a special meeting on January 25, 2017.

WHEREAS, on January 13, 2017 the City gave public notice by advertising in the Record Gazette, a newspaper of general circulation within the City of Banning, and by mailing notices to property owners within 300 feet of the project of the holding of a special meeting and public hearing at which the project would be considered; and

WHEREAS, on the 25th of January, 2017 the Planning Commission held a special meeting and noticed public hearing at which time the General Plan Amendment No. 16-2501, the Addendum to the certified Final EIR and associated modifications to the Mitigation Monitoring and Reporting Program, and the Minor Modifications along with the staff report and public testimonies were considered which were followed by the recommendation of approval to the City Council.

WHEREAS, the Planning Commission has carefully considered all pertinent documents and the staff report offered in this case as presented at the public hearing held on the 25th day of January, 2017;

NOW THEREFORE, the Planning Commission of the City of Banning does resolve, determine, find, and order as follows:

SECTION 1: ENVIRONMENTAL FINDINGS

California Environmental Quality Act (CEQA)

That a Final EIR (SCH No. 2007091149) and MMRP were adopted for the 2012 Butterfield Specific Plan on March 27, 2012 in accordance with the requirements of the California Environmental Quality Act (CEQA), in accordance with Public Resources Code Section 21000 et seq., the CEQA Guidelines (14 California Code of Regulations Section 15000 et seq.), and the City's local CEQA Guidelines. City Council Resolution No. 2012-24 incorporated herein by this reference, provides environmental findings in support of that certified Final EIR.

When an EIR or negative declaration has been prepared for a project and changes are subsequently proposed to that project, the City is required to determine whether the environmental effects of such actions are within the scope of previous environmental documentation, and whether additional environmental analysis is required. If the agency finds that, pursuant to Sections 15162, 15164, and 15183 of the CEQA Guidelines, no new effects would occur, nor would a substantial increase in the severity of previously identified significant effects occur, then no supplemental or subsequent EIR or Mitigated Negative Declaration is required.

Pursuant to CEQA Guidelines Section 15164, an Addendum to the Butterfield Specific Plan Final EIR was prepared to evaluate the potential effects of General Plan Amendment No. 16-2501 and the Butterfield Specific Plan Minor Modifications. Through the analysis described in that Addendum, the City determined that changes associated with the proposed General Plan Amendment are not substantial. No new significant impacts would result from these changes, nor would there be a substantial increase in the severity of previously identified environmental impacts. In addition, the changes with respect to the circumstances under which the Project would be undertaken would not result in new or more severe significant environmental impacts.

The Planning Commission finds that the Addendum, together with the previous Final EIR, reflect its independent judgement, and further finds that these documents satisfy the requirements of CEQA for General Plan Amendment No. 16-2501 and the Butterfield Specific Plan Minor Modifications.

Findings

1. There are no substantial changes to the 2012 Specific Plan that would require major revisions of the Specific Plan EIR due to new significant environmental effects or a substantial increase in severity of impacts identified in the Specific Plan EIR;
2. Substantial changes have not occurred in the circumstances under which the Project is being undertaken that will require major revisions to the Specific Plan EIR to disclose new significant environmental effects or that would result in a substantial increase in severity of impacts identified in the Specific Plan EIR; and

3. There is no new information of substantial importance that was not known at the time the Specific Plan EIR was certified, indicating any of the following:
- The Project will have one or more new significant effects not discussed in the certified Specific Plan EIR;
 - There are impacts determined to be significant in the Specific Plan EIR that would be substantially more severe;
 - There are additional mitigation measures or alternatives to the Project that would substantially reduce one or more significant effects identified in the Specific Plan EIR; or
 - There are additional mitigation measures or alternatives rejected by the Project proponent that are considerably different from those analyzed in the Specific Plan EIR that would substantially reduce a significant impact identified in that EIR.

SECTION 2. REQUIRED FINDINGS FOR GENERAL PLAN AMENDMENT NO. 16-97501.

Finding No. 1: The proposed General Plan Amendment No. 16-2501 is internally consistent with the General Plan.

Findings of Fact: The current General Plan was adopted in January 2006 and includes various policies that guide development in the City, including roadways. The proposed General Plan Amendment to remove the previously proposed roadway extensions at Brookside Avenue and Cherry Boulevard from the City's General Plan Circulation Element. Approval of General Plan Amendment No. 16-2501 would ensure consistency between the proposed Project and the Settlement Agreement for the Butterfield Specific Plan project. The proposed Project will not create any conflicts among the various General Plan Elements' goals, policies, or objectives, including the maps and diagrams of all the Elements in the City's General Plan. Therefore, proposed General Plan Amendment No. 16-2501 would make the Butterfield Specific Plan consistent with the City's General Plan Circulation Element.

Finding No. 2: The proposed General Plan Amendment No. 16-2501 would not be detrimental to the public interest, health, safety, convenience, or welfare of the community.

Findings of Fact: The proposed General Plan Amendment GPA No. 16-2501 when approved would remove the General Plan Circulation Element's proposed extension of Highland Home Road to Brookside Avenue

and Cherry Valley Boulevard. An Addendum to the certified Final EIR analyzed traffic associated with the proposed change and did not identify any new effects or substantial increases in significant effects arising from the proposed General Plan Amendment. Consequently, General Plan Amendment No. 16-2501 would not be detrimental to the public interest, or health, safety, convenience, or welfare of the community.

Finding No. 3: The proposed General Plan Amendment No. 16-2501 would maintain the appropriate balance of land uses within the City.

Findings of Fact: The proposed amendment would maintain the appropriate balance of land uses within the City in that affects only the City's street circulation system. The Addendum prepared for the project did not identify any new effects or substantial increases in significant effects and thus, the proposed amendment would not have an appreciable effect on the balance of land uses within the City.

Finding No. 4 With regard to General Plan Amendments to the General Plan Land Use Map, the subject parcels are physically suitable for the requested land use designations and the anticipated land use development.

Findings of Fact: The proposed General Plan Amendment relates to a change in the Circulation Element. The proposed amendment does not request a change in land use designation or anticipated land use development

SECTION 3. CONCURRENCE WITH STAFF APPROVAL OF MINOR MODIFICATIONS

The Planning Commission hereby concurs with staff approval of the proposed minor modifications subject to the conditions listed in attached Exhibit "A" and recommends to the City Council concurrence of the proposed minor modifications subject to the conditions listed in attached Exhibit "A".

SECTION 4. PLANNING COMMISSION ACTION.

The Planning Commission hereby takes the following action:

Adopt Planning Commission Resolution No. 2017-02:

1. Recommending that the City Council adopt the Addendum to the Butterfield Specific Plan Final EIR, and revisions to the Mitigation Monitoring and Reporting Program based on the findings and facts contained herein.
2. Recommending that the City Council approve General Plan Amendment No. 16-2501 based on the findings and facts contained herein.
3. Recommending that the City Council concur with staff approval of the Minor Modification subject to the conditions listed in City Council Resolution 2017-07 Exhibit "C".

PASSED, APPROVED, AND ADOPTED this 25th day of January, 2017.

Eric Shaw, Chairman
Banning Planning Commission

APPROVED AS TO FORM
AND LEGAL CONTENT:

Gregg W. Kettles
Interim Assistant City Attorney
City of Banning, California

ATTEST:

Sandra Calderon, Recording Secretary
City of Banning, California

CERTIFICATION:

I, Sandra Calderon, Recording Secretary of the Planning Commission of the City of Banning, California, do hereby certify that the foregoing Resolution, No. 2017-02, was duly adopted by the Planning Commission of the City of Banning, California, at a regular meeting thereof held on the 25th day of January 2017, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon, Recording Secretary
City of Banning, California

ATTACHMENT 2
City Council Resolution

RESOLUTION NO. 2017-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA APPROVING GENERAL PLAN AMENDMENT NO. 16-2501 TO AMEND THE GENERAL PLAN CIRCULATION ELEMENT TO REFLECT THE REMOVAL OF THE PROPOSED EXTENSION OF HIGHLAND HOME ROAD TO BROOKSIDE AVENUE AND CHERRY VALLEY BOULEVARD, APPROVING AN ADDENDUM TO THE BUTTERFIELD SPECIFIC PLAN FINAL ENVIRONMENTAL IMPACT REPORT (SCH NO. 2007091149) AND ASSOCIATED MODIFICATIONS TO THE MITIGATION MONITORING AND REPORTING PROGRAM, AND CONCURRING WITH PROPOSED MINOR MODIFICATIONS TO THE BUTTERFIELD SPECIFIC PLAN LOCATED AT THE NORTHEAST CORNER OF HIGHLAND SPRINGS AVENUE AND WILSON STREET, APNS 408-030-001 and 005; 408-120-001 through 020, and 022, 024, 025, 027, and 033; and 531-080-013 and 014

WHEREAS, an application for a General Plan Amendment to amend the City of Banning General Plan Circulation Element and for Minor Modifications to the Butterfield Specific Plan has been duly filed by:

Applicant / Owner:	Pardee Homes
Authorized Agent:	Chris Willis
Project Location:	Noted Above
APN Number:	Noted Above
Lot Area:	1,528 acres

WHEREAS, Pardee Homes submitted applications for a General Plan Amendment to remove the proposed extension of Highland Home Road to Brookside Avenue and Cherry Valley Boulevard from the General Plan Circulation Element, pursuant to a Settlement Agreement, and for minor modifications to the Butterfield Specific Plan for property located at the northeast corner of Highland Springs Avenue and Wilson Street.

WHEREAS, an Addendum was prepared to evaluate the proposed project consisting of both the General Plan Amendment as well as Minor Modifications to the Butterfield Specific Plan, and the Addendum concluded that that there are no changes in circumstances or new information of substantial importance that would require preparation of a subsequent or supplemental EIR.

WHEREAS, on December 23, 2016 the City gave public notice by advertising in the Record Gazette, a newspaper of general circulation within the City of Banning, and by mailing notices to property owners within 300 feet of the project of the holding of a public hearing at which the project would be considered; and

WHEREAS, on the 4th of January, 2017 the Planning Commission held a noticed public hearing at which time the General Plan Amendment No. 16-2501, the Addendum to the certified Final EIR and associated modifications to the Mitigation Monitoring and Reporting Program, and the Minor Modifications along with the staff report and public testimonies were considered and the hearing was continued to the February 1, 2017 Planning Commission meeting. Due to a schedule conflict, the applicant subsequently requested a special meeting on January 25, 2017.

WHEREAS, on January 13, 2017 the City gave public notice by advertising in the Record Gazette, a newspaper of general circulation within the City of Banning, and by mailing notices to property owners within 300 feet of the project of the holding of a special meeting and public hearing at which the project would be considered; and

WHEREAS, on the 25th of January, 2017 the Planning Commission held a special meeting and noticed public hearing at which time the General Plan Amendment No. 16-2501, the Addendum to the certified Final EIR and associated modifications to the Mitigation Monitoring and Reporting Program, and the Minor Modifications along with the staff report and public testimonies were considered which were followed by the recommendation of approval to the City Council.

WHEREAS, on the [xxth] of [month], 2017 the City gave public notice as required under Chapter 17.68 (Hearings and Appeals) of the City of Banning Municipal Code by advertising in the Record Gazette newspaper of a City Council public hearing at which the General Plan Amendment No. 16-2501, the Addendum to the certified Final EIR and associated modifications to the Mitigation Monitoring and Reporting Program, and the Minor Modifications would be considered. The public hearing notice was also mailed to property owners within 300 feet of the Project site.

WHEREAS, on the [xxth] day of [month], 2017, the City Council held the public hearing at which interested parties had an opportunity to testify in support of or opposition to proposed General Plan Amendment No. 16-2501, Addendum to the certified Final EIR and associated modifications to the Mitigation Monitoring and Reporting Program and the Minor Modifications.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Banning as follows:

SECTION 1: ENVIRONMENTAL FINDINGS

California Environmental Quality Act (CEQA)

That a Final EIR (SCH No. 2007091149) and MMRP were adopted for the 2012 Butterfield Specific Plan on March 27, 2012 in accordance with the requirements of the California Environmental Quality Act (CEQA), in accordance with Public Resources Code Section 21000 et seq., the CEQA Guidelines (14 California Code of Regulations Section 15000 et seq.), and the City's local CEQA Guidelines. City Council Resolution No. 2012-24 incorporated herein by this reference, provides environmental findings in support of that certified Final EIR.

When an EIR or negative declaration has been prepared for a project and changes are subsequently proposed to that project, the City is required to determine whether the environmental effects of such actions are within the scope of previous environmental documentation, and whether additional environmental analysis is required. If the agency finds that, pursuant to Sections 15162, 15164, and 15183 of the CEQA Guidelines, no new effects would occur, nor would a substantial increase in the severity of previously identified significant effects occur, then no supplemental or subsequent EIR or Mitigated Negative Declaration is required.

Pursuant to CEQA Guidelines Section 15164, an Addendum to the Butterfield Specific Plan Final EIR was prepared to evaluate the potential effects of General Plan Amendment No. 16-2501 and the Butterfield Specific Plan Minor Modifications. Through the analysis described in that Addendum, the City determined that changes associated with the proposed General Plan Amendment are not substantial. No new significant impacts would result from these changes, nor would there be a substantial increase in the severity of previously identified environmental impacts. In addition, the changes with respect to the circumstances under which the Project would be undertaken would not result in new or more severe significant environmental impacts.

The Planning Commission finds that the Addendum, together with the previous Final EIR, reflect its independent judgement, and further finds that these documents satisfy the requirements of CEQA for General Plan Amendment No. 16-2501 and the Butterfield Specific Plan Minor Modifications.

Findings

1. There are no substantial changes to the 2012 Specific Plan that would require major revisions of the Specific Plan EIR due to new significant environmental effects or a substantial increase in severity of impacts identified in the Specific Plan EIR;
2. Substantial changes have not occurred in the circumstances under which the Project is being undertaken that will require major revisions to the Specific Plan EIR to disclose new significant environmental effects or that would result in a substantial increase in severity of impacts identified in the Specific Plan EIR; and

3. There is no new information of substantial importance that was not known at the time the Specific Plan EIR was certified, indicating any of the following:
- The Project will have one or more new significant effects not discussed in the certified Specific Plan EIR;
 - There are impacts determined to be significant in the Specific Plan EIR that would be substantially more severe;
 - There are additional mitigation measures or alternatives to the Project that would substantially reduce one or more significant effects identified in the Specific Plan EIR; or
 - There are additional mitigation measures or alternatives rejected by the Project proponent that are considerably different from those analyzed in the Specific Plan EIR that would substantially reduce a significant impact identified in that EIR.

SECTION 2. REQUIRED FINDINGS FOR GENERAL PLAN AMENDMENT NO. 16-97501.

Finding No. 1: The proposed General Plan Amendment No. 16-2501 is internally consistent with the General Plan.

Findings of Fact: The current General Plan was adopted in January 2006 and includes various policies that guide development in the City, including roadways. The proposed General Plan Amendment to remove the previously proposed roadway extensions at Brookside Avenue and Cherry Boulevard from the City's General Plan Circulation Element. Approval of General Plan Amendment No. 16-2501 would ensure consistency between the proposed Project and the Settlement Agreement for the Butterfield Specific Plan project. The proposed Project will not create any conflicts among the various General Plan Elements' goals, policies, or objectives, including the maps and diagrams of all the Elements in the City's General Plan. Therefore, proposed General Plan Amendment No. 16-2501 would make the Butterfield Specific Plan consistent with the City's General Plan Circulation Element.

Finding No. 2: The proposed General Plan Amendment No. 16-2501 would not be detrimental to the public interest, health, safety, convenience, or welfare of the community.

Findings of Fact: The proposed General Plan Amendment GPA No. 16-2501 when approved would remove the General Plan Circulation Element's proposed extension of Highland Home Road to Brookside Avenue

and Cherry Valley Boulevard. An Addendum to the certified Final EIR analyzed traffic associated with the proposed change and did not identify any new effects or substantial increases in significant effects arising from the proposed General Plan Amendment. Consequently, General Plan Amendment No. 16-2501 would not be detrimental to the public interest, or health, safety, convenience, or welfare of the community.

Finding No. 3: The proposed General Plan Amendment No. 16-2501 would maintain the appropriate balance of land uses within the City.

Findings of Fact: The proposed amendment would maintain the appropriate balance of land uses within the City in that affects only the City's street circulation system. The Addendum prepared for the project did not identify any new effects or substantial increases in significant effects and thus, the proposed amendment would not have an appreciable effect on the balance of land uses within the City.

Finding No. 4 With regard to General Plan Amendments to the General Plan Land Use Map, the subject parcels are physically suitable for the requested land use designations and the anticipated land use development.

Findings of Fact: The proposed General Plan Amendment relates to a change in the Circulation Element. The proposed amendment does not request a change in land use designation or anticipated land use development

SECTION 3. CONCURRENCE WITH STAFF APPROVAL OF MINOR MODIFICATIONS

The City Council hereby concurs with staff approval of the proposed minor modifications subject to the conditions listed in attached Exhibit "C".

SECTION 4. CITY COUNCIL ACTION

The City Council hereby takes the following action:

Adopt City Council Resolution No. 2017-07:

1. Adopting the Addendum to the Butterfield Specific Plan Final EIR, and a revised Mitigation Monitoring and Reporting Program based on the findings and facts contained herein and as depicted in Exhibit "A".

2. Approving General Plan Amendment No. 16-2501 as depicted in Exhibit "B" and based on the findings and facts contained herein.
3. Concurring with staff approval of the Minor Modification subject to the conditions listed in City Council Resolution 2017-07 Exhibit "C".

PASSED, APPROVED, AND ADOPTED this [xxth] day of [month], 2017.

George Moyer, Mayor
City of Banning

ATTEST:

Marie A. Calderon, City Clerk
City of Banning

APPROVED AS TO FORM
AND LEGAL CONTENT:

John C. Cotti
Interim City Attorney
City of Banning, California

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution, No. 2017-07, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the [XXth] day of [month], 2017, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Marie A. Calderon, City Clerk
City of Banning, California

Exhibit A

Addendum to Butterfield Specific Plan Final EIR, dated December 2016 (Addendum provided previously under separate cover, Addendum and appendices available on City website at <http://www.ci.banning.ca.us/archive.aspx> under Butterfield Specific Plan)

Adopted Mitigation Monitoring & Reporting Program and Modifications

**Butterfield Specific Plan Project
Mitigation Monitoring and Reporting Program**

Project File No.: _____ Applicant: _____
 EIR Prepared by: _____ Date: _____

Mitigation Measure No./ Implementation Action	Responsible for Monitoring	Timing of Verification	Method of Verification	Verified Date/ Initials
Aesthetics, Light and Glare				
AES-1: Development or revegetation shall be initiated within three months following initiation of mass grading or clearing activities, so as to limit the time graded surfaces remain in their exposed state, consistent with the Specific Plan's approved landscape design guidelines and landscape plans and the provisions of Title 18.15.020 of the City's <i>Municipal Code</i> . A Revegetation Plan, addressing interim revegetation during construction and for future development areas prior to buildout, shall be submitted for City review and approval as part of each grading permit application.	CDD	D,F	A2,C2	
AES-2: The faces of all slopes shall be prepared, protected and maintained to control erosion and to reduce the visual impacts of slope grading. Slopes in excess of ten feet in height shall be graded pursuant to City Code requirements. Devices or procedures for erosion protections shall be installed as prescribed by State law and regulations and Title 18 of the City's <i>Municipal Code</i> and shall be maintained in operable condition by the developer during the duration of the activity for which the grading permit was issued. The use of plastic sheeting for erosion control shall be avoided except where required in emergency conditions to prevent land slippage. Preferred means of erosion and sediment control on slopes and pads shall include hydromulching, placement of straw bales and wind fencing, and the use of straw blankets and similar devices.	CDD	D,G	A2,C2	
AES-3: The Project developer shall maintain the site free of debris, which shall be promptly removed from the site when found at least once a quarter and at least daily during construction, and the Project developer shall monitor the site at least once a quarter and at least daily during construction to protect the site from illegal dumping.	DPW	C	A2	

Responsible Person	Monitoring Frequency	Method of Verification
CDD – Community Development Director or designee	A - With each new development	A2 - Onsite inspection
CP - City Planner or designee	B - Prior to construction	B2 - Other agency permit/ approval
CE - City Engineer or designee	C - Throughout construction	C2 - Plan check
BO - Building Official or designee	D - On completion	D2 - Separate submittal (e.g., reports/studies/ plans)
PC - Police Captain or designee	E - Operating	
FC - Fire Chief or designee	F - Prior to issuance of grading/building permits	
DPW - Director of Public Works or designee	G - Prior to approval of project plans and/or specifications	

Mitigation Measure No./ Implementation Action				
Responsible for Monitoring	Timing of Verification	Method of Verification	Verified Date/ Initials	
CDD,DPW	C,E	A2		
<p>AES-4: The Project developer and its successor(s) in interest inclusive of the HOA or Landscape Lighting and Maintenance District, if any, shall maintain perimeter walls, fencing, irrigation, and landscape in a satisfactory condition at all times. Parkways and other landscape features visible from the public right of way shall be maintained free of weeds and trash and graffiti shall be promptly removed.</p> <p>AES-5: Rough Grading Plans, including a sheet detailing the location of the construction staging, shall be approved by the City Engineer, prior to grading permit issuance. The sheet pertaining to the construction staging shall include the following provisions:</p> <ul style="list-style-type: none"> The construction equipment and supply staging areas shall be at least 500 feet from the nearest residence off site. Staging areas shall be screened. During construction and grading, the construction contractor shall keep the site clear of all trash, weeds, and debris. Compliance with this measure is subject to periodic City inspections. The grading contractor shall minimize creation of large stockpiles of soil (in terms of height) to minimize visual impacts pursuant to the provisions of the grading and/or stockpile permit issued by the City Engineer pursuant to the provisions of MC Section 18.09, <i>Grading Permit Requirements</i>, and the requirements of the City Engineer. All temporary security lighting shall be designed and located so as to avoid intrusive effects on adjacent properties. Proper lighting techniques to direct light onsite and away from other properties shall be required to reduce light and glare impacts (including directional lighting away from reflective surfaces, use of non-reflective glass, low-intensity lighting, use of lighting baffles, and use of appropriate types of lighting fixtures). <p>AES-6: As part of the final design, improvement plan and grading plan review and approval process, the applicant shall design plans to preserve the existing oak tree along Highland Springs Avenue. If during this process it is determined that preservation is not feasible, the Applicant will utilize the following options to mitigate this impact.</p> <ul style="list-style-type: none"> A certified arborist shall evaluate the viability of transplanting the oak tree. If transplanting is deemed feasible by the arborist, the Project Applicant shall relocate the oak tree to a suitable location as approved by the City and verified by the arborist within the Project boundaries, or 	CE	C,F A2,C2		
CP	C,D,F	A2,C2		

Responsible Person	Monitoring Frequency	Method of Verification
CDD - Community Development Director or designee	A - With each new development	A2 - Onsite inspection
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Mitigation Measure No./ Implementation Action	Responsible for Monitoring	Timing of Verification	Method of Verification	Verified Date/ Initials
<ul style="list-style-type: none"> If replacement is selected, the Project Applicant as "Replacement Option #1" shall replace the oak with a single oak tree contained in a minimum of a 60-inch box if readily available and suitable for transplanting at a suitable location approved by the City and verified by the arborist, or If replacement is selected, and Option 1 is not feasible, the Project Applicant shall replace the oak tree with 24-inch box oaks trees at a ratio of 3:1 at suitable locations approved by the City and verified by the arborist within the Project boundaries. <p>AES-7: Prior to issuance of building permits, architectural plans, including detailed lighting specifications, shall be submitted for the review and approval by the City of Banning Community Development Director. The specifications shall be consistent with lighting standards included in the Specific Plan and shall meet or exceed the lighting standards contained in the City's Municipal Code. The lighting plans must demonstrate the following to the satisfaction of the City of Banning Community Development Director:</p> <ul style="list-style-type: none"> Use of low-sodium lamps of 4,050 lumens (maximum), to provide for adequate public safety and security; A lighting standard that is shielded to direct illumination downward and to limit casting light and glare on adjacent properties; Exterior lighting, including street lights, landscape lighting, parking lot lighting, and lighting of the interior of parks and trails shall be sufficient to establish a sense of well-being for the pedestrian and sufficient to facilitate recognition of persons at a reasonable distance. Type (lighting standard) and placement of lighting shall be to the satisfaction of the Community Development Director or designee and shall be consistent with the requirements of the City's most current lighting ordinance and the standards of the Specific Plan ; A minimum of one foot-candle at ground level overlap provided in all exterior doorways and vehicle parking areas, and on outdoor pedestrian walkways presented on a photometric plan; and Outdoor light fixtures that are not covered by the Specific Plan's lighting standards shall be subject to the City of Banning <i>Municipal Code</i>. 	CDD	C, F, G	A2, C2, D2 (lighting plans)	
Air Quality				

Responsible Person	Monitoring Frequency	Method of Verification
CDD – Community Development Director or designee	A - With each new development	A2 - Onsite inspection
CP - City Planner or designee	B - Prior to construction	B2 - Other agency permit/ approval
CE - City Engineer or designee	C - Throughout construction	C2 - Plan check
BO - Building Official or designee	D - On completion	D2 - Separate submittal (e.g., reports/studies/ plans)
PC - Police Captain or designee	E - Operating	
FC - Fire Chief or designee	F - Prior to issuance of grading/building permits	
DPW - Director of Public Works or designee	G - Prior to approval of project plans and/or specifications	

Mitigation Measure No./ Implementation Action				Responsible for Monitoring	Timing of Verification	Method of Verification	Verified Date/ Initials
<p>AQ-1: Prior to issuance of any Grading Permit, the Director of Public Works and the Building Official shall confirm that the Grading Plan, Building Plans, and specifications stipulate that, in compliance with SCAQMD Rule 403, excessive fugitive dust emissions shall be controlled by regular watering or other dust prevention measures, as specified in the SCAQMD's Rules and Regulations. In addition, in accordance with SCAQMD Rule 402, the Applicant shall implement dust suppression techniques to prevent fugitive dust from creating a nuisance off-site. Implementation of the following measures are required:</p> <ul style="list-style-type: none"> • All active portions of the construction site shall be watered at least twice daily to prevent excessive amounts of dust; • On-site vehicle speed shall be limited to 15 miles per hour; • All on-site permanent roads shall be paved, watered as needed, or chemically stabilized; • Visible dust beyond the property line which emanates from the project shall be prevented to the maximum extent feasible through the use of dust suppressant techniques identified above; • All material transported off-site shall be either sufficiently watered or securely covered to prevent excessive amounts of dust prior to departing the job site; • Track-out devices shall be used at all construction site access points; • All delivery truck tires shall be watered down and/or scraped down prior to departing the job site; and • Replace groundcover on disturbed areas within the required timeframes identified in Rule 403. 				DPW,BO	C,F	A2,C2	
<p>AQ-2: All trucks that are to haul excavated or graded material on-site shall comply with State Vehicle Code Section 23114 (Spilling Loads on Highways), with special attention to Sections 23114(b)(F), (e)(4) as amended, regarding the prevention of such material spilling onto public streets and roads. Prior to the issuance of grading permits, the Applicant shall coordinate with the appropriate City of Banning Engineer on hauling activities compliance.</p>				DPW,BO	C,F	A2,C2	
<p>AQ-3: Prior to the issuance of building permits, the City building official shall confirm that construction plans and specifications include the following measures, which shall be implemented to reduce ROG emissions resulting from application of architectural coatings:</p>				DPW,BO	C,F	A2,C2	

Responsible Person		Monitoring Frequency		Method of Verification	
CDD - Community Development Director or designee		A - With each new development		A2 - Onsite inspection	
CP - City Planner or designee		B - Prior to construction		B2 - Other agency permit/ approval	
CE - City Engineer or designee		C - Throughout construction		C2 - Plan check	
BO - Building Official or designee		D - On completion		D2 - Separate submittal (e.g., reports/studies/ plans)	
PC - Police Captain or designee		E - Operating			
FC - Fire Chief or designee		F - Prior to issuance of grading/building permits			
DPW - Director of Public Works or designee		G - Prior to approval of project plans and/or specifications			

Mitigation Measure No./ Implementation Action	Responsible for Monitoring	Timing of Verification	Method of Verification	Verified Date/ Initials
<ul style="list-style-type: none"> Contractors shall use high-pressure-low-volume (HPLV) paint applicators with a minimum transfer efficiency of at least 50 percent; Coatings and solvents with a ROG content lower than required under Rule 1113 shall be used; Construction and building materials that do not require painting shall be used where readily available; and Pre-painted construction materials shall be used where readily available. 				
<p>AQ-4: Prior to issuance of any Grading Permit, the Director of Public Works and the Building Official shall confirm that the Grading Plan, Building Plans and specifications stipulate that, in compliance with SCAQMD Rule 403, ozone precursor emissions from construction equipment vehicles shall be controlled by maintaining equipment engines in good condition and in proper tune per manufacturer's specifications, to the satisfaction of the City Engineer. A set of maintenance records shall be provided to the City before grading commences. The City Inspector shall be responsible for ensuring that contractors comply with this measure during construction.</p>	DPW,BO	C,F	A2,C2	
<p>AQ-5: Prior to issuance of any Grading Permit, the grading plan shall indicate dust management measures for review and approval by the City Engineer, to identify viable dust control measures and include a monitoring plan to be implemented throughout the construction phases of the Specific Plan. In accordance with the Specific Plan and City's Municipal Code, the dust management measures shall minimize wind-blown particles by including:</p> <ul style="list-style-type: none"> All applicable mitigation measures identified in this EIR (related to dust control) and otherwise required by the City or SCAQMD; An erosion and sediment control plan to minimize wind or waterborne transport of soil onto adjacent properties, streets, storm drains, or drainages; and A Revegetation Plan to address interim conditions between initial grading and final site development. The Revegetation Plan, although focused on the control of wind and water erosion, shall consider compatibility with fuel modification zone requirements, drought tolerant landscape requirements, and potential ongoing livestock grazing. Special techniques such as wind fences shall also be considered, to minimize surface soil and dust during high wind events. 	CE	C,F	A2,C2	

Responsible Person	Monitoring Frequency	Method of Verification
CDD - Community Development Director or designee	A - With each new development	A2 - Onsite inspection
CP - City Planner or designee	B - Prior to construction	B2 - Other agency permit/ approval
CE - City Engineer or designee	C - Throughout construction	C2 - Plan check
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Mitigation Measure No./ Implementation Action				
Responsible for Monitoring	Timing of Verification	Method of Verification	Verified Date/ Initials	
CE	C,F	A2,C2		
DPW,BO	C,F	A2,C2		

AQ-6: GPS-controlled "machine-guided grading", or other equivalent grading techniques, shall be incorporated into Project grading plans, subject to review and approval by the City Engineer. The City Engineer shall approve the areas of the site where this technology shall be used.

AQ-7: The following measures shall be implemented during construction to substantially reduce NOX related emissions. They shall be included in the Grading Plan, Building Plans, and specifications.

- Off-road diesel equipment operators shall be required to shut down their engines rather than idle for more than five minutes, and shall ensure that all off-road equipment is compliant with the CARB in-use off-road diesel vehicle regulation and SCAQMD Rule 2449.
- The following note shall be included on all grading plans: "The City shall require construction contractors to utilize diesel powered construction equipment that meets EPA-Certified Tier III emissions standards, or higher according to the following:
 - January 1, 2012, to December 31, 2014: All off-road diesel-powered construction equipment greater than 50 hp shall meet Tier 3 off-road emissions standards at a minimum. 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.
 - Post-January 1, 2015: All off-road diesel-powered construction equipment greater than 50 hp shall meet the Tier 4 emission standards, where available. 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.
- 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.
- Encourage construction contractors to apply for AQMD "SOON" funds.

Responsible Person	Monitoring Frequency	Method of Verification
CDD - Community Development Director or designee	A - With each new development	A2 - Onsite inspection
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Mitigation Measure No./ Implementation Action	Responsible for Monitoring	Timing of Verification	Method of Verification	Verified Date/ Initials
<p>Incentives could be provided for those construction contractors who apply for AQMD "SOON" funds. The "SOON" program provides funds to accelerate clean up of off-road diesel vehicles, such as heavy duty construction equipment. More information on this program can be found at the following website: http://www.aqmd.gov/tao/implementation/SOONProgram.htm"</p> <ul style="list-style-type: none"> • The contractor and applicant, if the applicant's equipment is used, shall maintain construction equipment engines by keeping them tuned and regularly serviced to minimize exhaust emissions. • Low sulfur fuel for stationary construction equipment shall be required. This is required by SCAQMD Rules 431.1 and 431.2. • Existing power sources (i.e., power poles) shall be used when available. • Construction parking shall be located on-site where possible and shall be configured to minimize traffic interference. • Obstruction of through-traffic lanes shall be minimized by providing temporary traffic controls such as flag persons, cones and/or signage during all phases of construction when needed to maintain smooth traffic flow. Construction shall be planned so that lane closures on existing streets are kept to a minimum. • Construction operations affecting traffic shall be scheduled for off-peak hours, except in situations deemed necessary. • Develop a traffic plan to minimize traffic flow interference from construction activities. The plan shall specify the times during which construction activities will occur and particular times when travel lanes cannot be blocked (e.g., peak traffic periods as directed by the affected City Engineer). The plans shall provide details regarding the placement of traffic control, warning devices and detours. As a supplement to the traffic plan, the construction contractor shall coordinate with the affected agency to determine the need for a public information program which would inform area residents, employers and business owners of the details concerning construction schedules and expected travel delays, detours, and blocking of turning movements lanes at intersections. The public information programs could utilize various media venues (e.g., newspaper, radio, television, telephone hot lines, internet website, etc.) to disseminate information such as: 				

Responsible Person	Monitoring Frequency	Method of Verification
CDD – Community Development Director or designee	A - With each new development	A2 - Onsite inspection
CP - City Planner or designee	B - Prior to construction	B2 - Other agency permit/ approval
CE - City Engineer or designee	C - Throughout construction	C2 - Plan check
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Mitigation Measure No./ Implementation Action	Responsible for Monitoring	Timing of Verification	Method of Verification	Verified Date/ Initials
<ul style="list-style-type: none"> o Overview of project information o Weekly updates on location of construction zones; o Identification of street(s) affected by construction; o Times when construction activities will occur and when traffic delays, and blockage of intersection turning movements can be expected; and o Identification of alternate routes which could be used to avoid construction. 	CDD	B,F,G	D2	
AQ-8: The potential future construction and implementation of an onsite WWTP shall require a Conditional Use Permit (CUP) to be approved by the City of Banning, as well as design review of the proposed site plan and building architecture, landscaping and lighting.				
Biological Resources				
BIO-1: Prior to the commencement of grading during the nesting season (approximately mid-February through mid-August), all suitable habitat shall be surveyed for the presence of nesting birds by a qualified biologist prior to site disturbance. Should any active nests be located, construction must comply with Migratory Bird Treaty Act requirements, including a 300-foot construction buffer around active nests or avoiding construction during the nesting season if a 300-foot buffer is infeasible.	DPW (verify pre-construction survey), BO (verify monitoring & implementation)	B,C,F	A2,C2,D2	
BIO-2: A preconstruction clearance survey for burrowing owl will be performed within 30 days prior to ground disturbance in potentially suitable habitat within the site, pursuant to CDFG protocols. The preconstruction survey will include a 300-foot buffer if between February 1 and August 31 (nesting season) and a 100-foot buffer if outside of this period. If owls are found within the survey area during the nesting season, construction activities will not occur within 300 feet of the occupied burrows until nesting is completed. A qualified biologist must confirm that the nesting effort has been completed prior to the removal of the work buffer restriction. If owls are found within the disturbance footprint outside of the February 1 through August 31 period, passive relocation (e.g. use of one way doors and collapse of burrows) will occur. These surveys and mitigation for burrowing owl are consistent with Section 6.3.2, <i>Additional Survey Needs and Procedures</i> of the MSHCP.	DPW (verify pre-construction survey), BO (verify monitoring & implementation)	B,C,F	A2,C2,D2	
BIO-3: The applicant shall provide mitigation for the temporary disturbance to 9.22 acres of CDFG jurisdictional waters at a minimum 1:1 ratio, which includes approximately 0.02 acres of vegetated riparian habitat, and the temporary disturbance to 8.65 acres of Regional Board and	DPW (verify pre-construction)	B,C,F	A2,C2,D2	

Responsible Person	Monitoring Frequency	Method of Verification
CDD – Community Development Director or designee	A - With each new development	A2 - Onsite inspection
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Mitigation Measure No./ Implementation Action		Responsible for Monitoring	Timing of Verification	Method of Verification	Verified Date/ Initials
<p>USACE jurisdiction. The applicant shall provide mitigation for the permanent impact disturbance to 2.47 acres of CDFG jurisdiction, of which 0.41 acre consists of vegetated riparian habitat and the permanent disturbance to 1.17 acres of USACE jurisdiction, of which 0.01 acre consists of jurisdictional wetlands.</p> <p>The mitigation requirements will be determined through applicable regulatory permitting programs of CDFG, RWQCB, and USACE, and shall consist of minimum 1:1 mitigation through onsite restoration of 9.22 acres within the Smith Creek drainage and other onsite areas, which will be performed concurrently with development of the golf course (PAs 35 and 39) or alternative uses within these PAs and 1:1 mitigation through onsite restoration of 2.47 acres of permanent habitat within, or adjacent to, Smith Creek.</p>		survey), BO (verify monitoring & implementation)			
<p>BIO-4: Prior to the issuance of the grading permits the developer shall complete and submit all required protocol and habitat assessment studies required to demonstrate compliance with the MSHCP. Specifically, a DBESP (Determination of Biologically Equivalent or Superior Preservation), following approval of all required permits for the CDFG and USACE, shall be prepared, which shall be reviewed by the CDFG and USFWS and approved by City staff, in compliance with Section 6.1.2 of the MSHCP. The applicant shall implement the approved DBESP as a condition of the issuance of a grading permit and comply with all biological mitigation measures contained within the DBESP.</p>		CDD	B, C, D, E, F	B2, D2	
<p>BIO-5: The following mitigations shall be incorporated into the construction plans and specifications to minimize any potentially adverse construction impacts:</p> <ul style="list-style-type: none"> • Construction areas will be watered regularly to control dust and minimize impacts to adjacent vegetation and wildlife habitat. • Short-term stream diversions will be accomplished by use of gravel bags or other methods that will result in minimal in-stream impacts. Short-term diversions will be evaluated through the riparian/riverine component of the MSHCP Consistency analysis (Section 6.1.2) (refer to Mitigation Measure BIO-4) which will require a DBESP analysis to be prepared. In addition the 401, 404, and 1602 permitting processes will evaluate short-term impacts relative to stream diversions. All biological mitigation measures contained within the 401, 404 and 1602 approval conditions and DBESP shall be implemented pursuant to BIO-3 and BIO-4, respectively, which typically require 1:1 onsite restoration. Any mitigation beyond the 1:1 restoration of the original stream will be mitigated onsite through negotiations with CDFG, RWQCB, and 		DPW, BO	C, F	A2, D2	

Responsible Person		Monitoring Frequency		Method of Verification	
CDD - Community Development Director or designee	A - With each new development	A2 - Onsite inspection			
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Mitigation Measure No./ Implementation Action		Responsible for Monitoring	Timing of Verification	Method of Verification	Verified Date/ Initials
<p>USACE.</p> <ul style="list-style-type: none"> Equipment storage, fueling and staging areas will be sited on non-sensitive upland habitat types with minimal risk of direct discharge into riparian areas or other sensitive habitat types. The limits of jurisdictional disturbance, including the upstream, downstream along Smith Creek and lateral extents that are tributaries to Smith Creek, will be clearly defined and marked in the field. Monitoring personnel will review the limits of disturbance prior to initiation of construction activities. During construction, the placement of equipment within the stream or on adjacent banks or adjacent upland habitats occupied by Covered Species that are outside of the Project footprint will be avoided. Exotic, weedy plant species removed during construction will be properly handled to prevent sprouting or re-growth. Waste, dirt, rubble, or trash shall not be deposited in a conservation area or on native habitat. 					
<p>Climate Change</p> <p>GHG-1: Prior to the issuance of building permits, the following measures shall be reflected on applicable tract maps, building permits, improvement plans, landscape plans and/or grading plans:</p> <p>a) Green Building Practices</p> <ol style="list-style-type: none"> Water Conservation – All appliances such as showerheads, lavatory faucets and sink faucets shall comply with efficiency standards set forth in Title 20, California Administrative Code Section 1604(f). Title 24 of the California Administrative Code Section 1606(b) prohibits the installation of fixtures unless the manufacturer has certified to the California Energy Conservation compliance with the flow rate standards. Water Conservation – Low-flush toilets shall be installed as specified in California State Health and Safety Code Section 17921.3 and the County Green Building Ordinance [as applicable in Riverside County]. Water Conservation – All common area irrigation areas shall be operated by a 		DPW,BO	A,F,G	A2,C2	

Responsible Person		Monitoring Frequency	Method of Verification
CDD – Community Development Director or designee	A - With each new development	A2 - Onsite inspection	
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<p>computerized irrigation system which includes an on-site weather station/ET gage capable of reading current weather data and making automatic adjustments to independent run times for each irrigation valve based on changes in temperature, solar radiation, relative humidity, rain and wind. In addition, the computerized irrigation system shall be equipped with flow sensing capabilities, thus automatically shutting down the irrigation system in the event of a mainline break or broken head. All common area irrigation controllers shall also include a rain-sensing automatic shutoff.</p> <p>4) Water Conservation – Common-area landscaping shall emphasize drought-tolerant vegetation. Plants of similar water use shall be grouped to reduce over-irrigation of low-water-using plants. Those irrigated areas not designed with drought-tolerant vegetation shall be gauged to use the minimum amount of water needed to maintain healthy vegetation.</p> <p>5) Water Conservation – Residential occupants shall be informed as to the benefits of low-water-using landscaping and sources of additional information related to water conservation documents.</p> <p>6) Water Conservation – Community Center or Recreational Facilities with a pool amenity shall be conditioned to provide and use a pool cover to reduce water evaporation and retain heat.</p> <p>7) Water Conservation – Water conservation standards shall be noted in the Tier 1 measures of the 2010 California Green Building Standards.</p> <p>8) Energy, Water, and Recycling –</p> <p>The builder shall be conditioned to provide the following:</p> <ul style="list-style-type: none"> • Energy efficient appliances; • Energy efficient indoor lighting • Water efficient smart controllers for landscaping • Water efficient plumbing in all buildings • Integrate recycling into residential home design. Create areas in the home to promote recycling (additional trash cans in cabinets, etc.) • Energy Efficiency standards shall be as noted in the Tier 1 measures of the 2010 California Green Building Standards. <p>9) Carbon Sequestration – The builder shall plant an average of approximately</p>				

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<p>40 trees per landscaped acre (where landscaping is provided) as a means to capture (sequester) carbon dioxide emissions and to provide shade to the buildings, which can decrease the need for air conditioning.</p> <p>Green Education Program - In order to increase awareness of green building practices and to promote water and energy conservation, the builder(s) shall develop and implement a green educational program. The program shall include but not necessarily be limited to a pamphlet that educates and promotes conservation practices that homeowners can implement, with specific guidance on landscaping with drought tolerant plants, use of efficient irrigation systems, compact florescent lighting, and other measures that help lower GHG emissions.</p> <p>Energy Efficient Outdoor Lighting – Lighting for public streets, parking areas, and recreation areas shall utilize energy efficient light and mechanical, computerized or photo cell switching devices to reduce unnecessary energy usage.</p> <p>Energy Conservation – Community Center or Recreational Facilities with a pool amenity shall be conditioned to install energy-efficient pumps and motors, such as variable speed motors.</p>				
<p>b) Solid Waste Measures</p> <p>1) Reuse and recycle construction and demolition waste (including, but not limited to, soil, vegetation, concrete, lumber, metal, and cardboard).</p> <p>2) Shall comply with state model ordinance AB 1327, Chapter 18 California Solid Water Reuse and Recycling Access Act of 1991, which requires interior and exterior storage areas for recyclables and green waste and adequate recycling containers located in public areas.</p>				
<p>c) Transportation and Motor Vehicles</p> <p>1) Limit idling time for commercial vehicles, including delivery and construction vehicles, pursuant to applicable SCAQMD and City requirements.</p> <p>2) Promote ride sharing programs e.g., by designating a certain percentage of parking spaces for ride sharing vehicles, designating adequate passenger loading and unloading and waiting areas for ride sharing vehicles, and providing a web site or message board for coordinating rides. The actual</p>				

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<p>percentage of potential ride sharing vehicle spaces will be determined in coordination with the City Planning Director or designee based on square footage and use type (e.g., shopping center, office, fitness center, etc.) prior to approval of a site plan within the commercial land use Planning Areas.</p> <p>3) Provide adequate bicycle parking near non-residential building entrances to promote cyclist safety, security, and convenience. Provide facilities that encourage bicycle commuting (e.g., locked bicycle storage or covered or indoor bicycle parking).</p> <p>4) All golf carts and Neighborhood Electric Vehicles (NEVs) shall be electrical powered only.</p>				
<p>GHG-2: The Butterfield Specific Plan shall be conditioned to allow the following uses (as reflected on future tract maps and commercial site plans), to further promote renewable energy resources, including:</p> <p>a) Allowing rooftop solar on all structures, subject to City Municipal Code and related building permit provisions;</p> <p>b) Allowing electric vehicle charging stations at all commercial, park, golf course, multi-family residential, and school areas, subject to a Conditional Use Permit; and</p> <p>c) Allowing hydrogen vehicle fueling stations within the Commercial zone, subject to a Conditional Use Permit.</p>	DPW,BO	A,F,G	A2,C2	
<p>GHG-3 As part of future tract map, grading plan, site plan and/or improvement plan submittals, the Applicant shall identify bus stop provisions along arterial streets, through consultation with the City Engineer and Banning Pass Transit, including stops on Highland Springs Road, Wilson Street, Highland Home Road, and F Street as determined appropriate.</p>	CE	A,D,F,G	A,D,F,G	C2,D2 (site plans)
<p>Cultural Resources</p> <p>CUL-1: The Project Applicant shall prepare a paleontological resource impact mitigation program (PRIMP) for the grading and excavation phase of the Project, including both on- and off-site activities. The PRIMP shall be submitted for review and approval prior to issuance of any grading permit, and shall conform to the guidelines of the County of Riverside and the Society of Vertebrate Paleontology; including the following:</p> <ul style="list-style-type: none"> A trained paleontological monitor shall be present during initial mass grading or deep trenching activities within the Project in sediment areas determined likely to contain 	CDD	C,F	A2,C2,D2	

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<p>paleontological resources. If paleontological resources are located within excavation, the monitoring program will change to full-time. The monitor shall be empowered to temporarily halt or redirect construction activities to ensure avoidance of adverse impacts to paleontological resources. The monitor shall be equipped to rapidly remove any large fossil specimens encountered during excavation. During monitoring, samples shall be collected and processed to recover microvertebrate fossils. Processing shall include wet screen washing and microscopic examination of the residual materials to identify small vertebrate remains.</p> <ul style="list-style-type: none"> • Upon encountering a large deposit of bone, salvage of all bone in the area shall be conducted with additional field staff and in accordance with modern paleontological techniques. • All fossils collected during the Project shall be prepared to a reasonable point of identification. Excess sediment or matrix shall be removed from the specimens to reduce the bulk and cost of storage. Itemized catalogs of all material collected and identified shall be provided to the museum repository along with the specimens. • A report documenting the results of the monitoring and salvage activities and the significance of the fossils will be prepared. • All fossils collected during this work, along with the itemized inventory of these specimens, shall be deposited in a museum repository for permanent curation and storage. <p>CUL-2: Prior to the issuance of a grading permit, an archaeological resource monitoring plan shall be developed by a qualified archaeologist. This plan shall include a grading observation schedule, to be maintained when initial mass grading occurs in upper soils, to identify and further evaluate any cultural resources that may be discovered in the Project area. A qualified archaeologist shall be retained to attend pre-grading meetings and to monitor earth moving activities, including clearing, grubbing, cutting, and trenching at the site. The archaeologist shall carefully inspect these areas to assess the potential for significant prehistoric or historic remains. If potential archaeological and historical resources are uncovered, the construction contractor shall cease grading operations in the vicinity of the find until further evaluation is undertaken to assess the discovery. Further subsurface investigation may be needed if the resource is determined unique or important for its prehistoric or historic information.</p>	CDD	C,F	A2,C2,D2	

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<p>CUL-3: All earthmoving activity occurring within 30 meters of the on-site refuse scatter (LSA-PDH0601-H-2) shall be monitored by a qualified archaeologist. If archaeological remnants are discovered during monitoring, the archaeologist shall have the authority to divert construction in order to assess the significance of the find. Remnants shall be properly evaluated, documented, and deposited as applicable, consistent with State and local protocols.</p>					DPW,BO	C	A2	
<p>CUL-4: If previously unknown cultural resources, including human remains, are identified during grading activities, a qualified archaeologist shall be retained to assess the nature and significance of the find. If human remains are encountered, State Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the County Coroner has made a determination of origin and disposition pursuant to Public Resources Code Section 5097.98. The County Coroner shall be notified of the find immediately. If the remains are determined to be prehistoric, the Coroner shall notify the Native American Heritage Commission (NAHC), which shall determine and notify a Most Likely Descendant (MLD). With the permission of the landowner or his/her authorized representative, the MLD may inspect the site of the discovery. The MLD shall complete the inspection within 24 hours of notification by the NAHC. The MLD may recommend scientific removal and nondestructive analysis of human remains and items associated with Native American burials.</p>					DPW,BO	C	A2	
<p>Geology, Soils, and Seismicity</p>								
<p>GEO-1: All structures on the Project site shall be constructed pursuant to the most current applicable seismic standards, as determined by the City as part of the tract map, grading plan, and building permit review processes, with building setbacks as recommended by the Project's Seismic Hazard Analysis (Geocon 2005). Design criteria developed for Project structures shall also be based on the most current standards of practice and design parameters suggested by the Structural Engineers Association of California based on the recommendations and amendments to the CBC by the Division of State Architect for specific types of buildings and occupancies.</p>					DPW,BO	C,F	A2,C2	
<p>GEO-2: A detailed analysis of site geotechnical conditions, field investigation and slope stability analyses shall be conducted as 40-scale grading plans for mass and fine grading are prepared in the course of the phased development of the Project site. These studies shall be submitted to the City Building Department or Building Official, and their recommendations incorporated into Project design to the satisfaction of the City Engineer, prior to the issuance of any grading permits, including those for mass grading, in areas where slopes of 10 feet or more in height</p>					DPW,BO,CE	C,F	A2,C2,D2	
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<p>are anticipated and/or where evidence of debris flows or past landslides is found.</p>				
<p>GEO-3: The Project site shall be constructed pursuant to the following mitigation measure contained in the City of Banning General Plan EIR, Geotechnical Element:</p> <ul style="list-style-type: none"> • During the site grading, all existing vegetation and debris shall be removed from areas that are to receive compacted fill. Any trees to be removed shall have a minimum of 95 percent of the root systems extracted. Man-made objects shall be over excavated and exported from the site. Removal of unsuitable materials may require excavation to depths ranging from 2 to 4 feet or more below the existing site grade. • All fill soil, whether on site or imported, shall be approved by the individual Project soils engineer prior to placement as compaction fill. All fill soil shall be free from vegetation, organic material, cobbles and boulders greater than 6 inches in diameter, and other debris. Approved soil shall be placed in horizontal lifts or appropriate thickness as prescribed by the soils engineer and watered or aerated as necessary to obtain near-optimum moisture-content. • Fill materials shall be completely and uniformly compacted to not less than 90 percent of the laboratory maximum density, as determined by American Society for Testing and Materials (ASTM) Test Method D-1557-78, or equivalent test method acceptable to the City Building Department. The project soils engineer shall observe the placement of fill and take sufficient tests to verify the moisture content, uniformity, and degree of compaction obtained. In-place soil density should be determined by the sand-cone method, in accordance with ASTM Test Method D1556-64 (74), or equivalent test method acceptable to the City Building Department. • Finish cut slopes generally shall not be inclined steeper than 2:1 (horizontal to vertical). Attempts to excavate near-vertical temporary cuts for retaining walls or utility installation in excess of 5 feet may result in gross failure of the cut and may possibly damage equipment and injure workers. All cut slopes must be inspected during grading to provide additional recommendations for safe construction. • Finish fill slopes shall not be inclined steeper than 2:1 (horizontal to vertical). Fill slope surfaces shall be compacted to 90 percent of the laboratory maximum density by either overfilling and cutting back to expose a compacted core or by approved 	<p>DPW,BO,CE</p>	<p>C,F</p>	<p>A2,C2</p>	

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<p>mechanical methods.</p> <ul style="list-style-type: none"> Foundation systems that utilize continuous and spread footings are recommended for the support of one- and two-story structures. Foundations for higher structures must be evaluated based on structure design and on-site soil conditions. Retaining walls shall be constructed to adopted building code standards and inspected by the Building Inspector. Positive site drainage shall be established during finish grading. Finish lot grading shall include a minimum positive gradient of 2 percent away from structures for a minimum distance of 3 feet and a minimum gradient of 1 percent to the street or other approved drainage course. Utility trench excavations in slope areas or within the zone of influence of structures should be properly backfilled in accordance with the following: <ol style="list-style-type: none"> Pipes shall be bedded with a minimum of 6 inches of pea gravel or approved granular soil. Similar material shall be used to provide a cover of at least 1 foot over the pipe. This backfill shall then be uniformly compacted by mechanical means or jetted to a firm and unyielding condition. Remaining backfill may be fine-grained soils. It shall be placed in lifts not exceeding 6 inches in thickness or as determined appropriate, watered, or aerated to near optimum moisture content, and mechanically completed to a minimum of 90 percent of the laboratory maximum density. Pipes in trenches within 5 feet of the top of slopes or on the face of slopes shall be bedded and backfilled with pea gravel or approved granular soils as described above. The remainder of the trench backfill shall comprise typical on-site fill soil mechanically completed as described in the previous paragraph. 				
<p>Hazards and Hazardous Materials</p> <p>HAZ-1: The grading plans shall indicate methods to address potential contamination discovered during construction, as well as safety considerations for on-site construction personnel and the general public. Details of the plan shall include, but not be limited, to the following:</p> <ul style="list-style-type: none"> Procedures for identification of contaminated soil during earthmoving operations; 	DPW,BO	B,C,F	A2,B2,C2	

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<ul style="list-style-type: none"> Immediate measures to protect workers and the public from exposure to contaminated areas (e.g., fencing or hazard flagging, covering of contaminated soils with plastic, etc.) and prevent migration of the contaminants to the surrounding environment; and Steps to be taken following initial discovery of contaminated soils. Notification shall be made to the local environmental health officials and the City's construction inspector(s) immediately following identification of previously unknown contamination within the construction area. In the event hazardous substances are encountered during site grading, work shall immediately cease in the area and the property owner/developer shall retain a qualified hazardous materials engineer to assess the impacts and prepare a response plan using risk-based cleanup standards applicable to residential land use. Upon approval of the response plan by the Fire Department or other agency, as applicable, the engineer shall obtain any required permits, oversee the removal of such features and/or conduct the response work to the satisfaction of the Fire Department or other agency, as applicable, until closure status is attained. 				
<p>HAZ-2: As part of construction specifications, procedures for the fueling and maintenance of construction vehicles shall be required to minimize the potential for accidental release of hazardous materials. This shall include locating refueling and maintenance areas minimum of 500 feet from occupied residential uses. Drip plans shall be placed under motorized equipment when parked on the site to prevent soil contamination from dripping oil or other fluids.</p>	DPW,BO	C,F	A2,C2	
<p>HAZ-3: Hazardous construction waste management practices are to be implemented pursuant to the Best Management Practices contained in the California Stormwater BMP Handbook (2009)¹ and shall include the following:</p> <ol style="list-style-type: none"> All hazardous construction wastes as defined by Title 22 Division 4.5, or listed in 40 CFR Parts 110, 117, 261, or 302, including but not limited to petroleum products, concrete curing compounds, palliatives, septic wastes, stains, wood preservatives, asphalt products, pesticides, acids, paints, solvents, roofing tar, sandblasting grid mixed with lead-, cadmium-, or chromium based paints, asbestos, or PCBs, that 	DPW,BO	C,F	A2,C2	

¹ California Stormwater Quality Association, 2009 Construction BMP Handbook, 2010, accessed from <https://www.casqa.org/casqastore/entity/tabid/169/c-4-best-management-practice-bmp-handbooks.aspx> 3.10.11

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<p>cannot be reused or recycled shall be disposed of by a licensed hazardous waste hauler.</p> <p>2. Wastes shall be stored in sealed containers constructed of suitable material and shall be labeled as required by Title 22 CCR, Division 4.5 and 49 CFR Parts 172, 173, 178, and 179.</p> <p>3. Waste containers shall be stored in temporary containment facilities that should comply with the following requirements:</p> <ul style="list-style-type: none"> a. Temporary containment facility shall provide for a spill containment volume equal to 1.5 times the volume of all containers able to contain precipitation from a 25 year storm event plus the greater of 10 percent of the aggregate volume of all containers or 100 percent of the largest tank within its boundary, whichever is greater. b. Temporary containment facility shall be impervious to the materials stored there for a minimum contact time of 72 hours. c. Temporary containment facilities shall be maintained free of accumulated rainwater and spills. In the event of spills or leaks, accumulated rainwater and spills should be placed into drums after each rainfall. These liquids shall be handled as a hazardous waste unless testing determines them to be non-hazardous. d. Sufficient separation shall be provided between stored containers to allow for spill cleanup and emergency response access. e. Incompatible materials such as chlorine and ammonia shall not be stored in the same temporary containment facility. d. Throughout the rainy season, temporary containment facilities shall be covered during non-working days and prior to rain events. <p>4. Storage drums shall not be overfilled and wastes should not be mixed.</p> <p>5. Unless watertight, containers of dry waste shall be stored on pallets.</p> <p>6. Herbicides and pesticides shall not be over used. Only the amount needed shall be prepared. Apply surface dressings in several small applications as opposed to one large application. Allow time for infiltration and avoid excess material being carried off-site by runoff. Do not apply such chemicals immediately prior to rain events. All persons applying pesticides must be certified in accordance with federal and State</p>				

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7.	Paint brushes and equipment for water and oil based paints should be cleaned within a contained area and shall not be allowed to contaminate soil, watercourses or drainage systems. Waste paints, thinners, solvents, residues, and sludges that cannot be recycled or reused shall be disposed of as hazardous waste by a licensed hazardous waste hauler.						
8.	Hazardous waste storage areas on-site shall be located away from storm drains or water courses and way from moving vehicles and equipment to prevent accidental spills.						
9.	Containment berms shall be used in fueling and maintenance areas and where the potential for spills is high.						
10.	Potentially hazardous waste shall be segregated from non-hazardous construction site debris.						
11.	Liquid or semi-liquid hazardous materials shall be stored in appropriate containers and under cover.						
12.	Hazardous waste collection sites shall be designated on-site away from watercourses and drainage systems, and shall be clearly labeled.						
13.	Hazardous materials shall be stored in containers and protected from vandalism.						
14.	All employees and subcontractors shall receive on-site training in hazardous waste storage and disposal procedures.						
15.	Areas treated with chemicals shall be identified with appropriate warning signage						
16.	Place a stockpile of spill clean-up materials where it will be readily accessible						
17.	Inspect and verify that activity-based BMPs are in place prior to the commencement of associated activities. While activities associated with the BMP are underway, BMPs shall be inspected on a weekly basis.						
18.	A copy of hazardous waste manifests shall be maintained on-site for access by City inspectors.						
HAZ-4	The abandoned well identified in the 2007 Converse Consultant's Technical Memorandum for the Butterfield Specific Plan shall be properly capped and any associated pipeline abandoned and/or removed from the site pursuant to applicable State and federal Guidelines.	DPW,BO	C,D	B2,C2,D2			

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<p>HAZ-5 Prior to issuance of grading permits, the following remediation efforts shall occur:</p> <ul style="list-style-type: none"> The batteries, auto parts, tires and the diesel engine observed on the concrete pad next to the well and any associated fuel sources shall be removed and disposed of in compliance with all applicable regulations by waste haulers certified by the State for the handling and disposal of such wastes; Piles of asphalt debris and inert trash observed in various locations throughout the property shall be removed following their inspection by a hazardous waste consultant and, if required, by a cultural resource consultant, and the material removed and disposed of pursuant to all applicable laws and regulations. Prior to the removal of any potentially hazardous debris, additional environmental assessment and testing shall be completed pursuant to the recommendations of a certified environmental consultant and appropriate methods of handling and disposal shall be identified and implemented pursuant to existing (or then current) regulations and procedures for any particular hazardous waste or toxic material identified. 	DPW,BO	C,F,D	A2,C2,D2	
<p>HAZ-6 The contractor shall ensure that precautions are taken to avoid the Southern California Gas Company pipeline observed crossing the property diagonally from the west-center of the Project site to the southeast corner and that may be present along the alignments of the proposed off-site infrastructure. Such precautions shall include calling Dig Alert prior to any construction activity to determine and mark the exact location of this pipeline and close coordination with Southern California Gas Company to ensure that appropriate measures are taken by SCGC, including potential reduction in pressure and on-site monitoring, to protect both workers and the pipeline from accidental damage during grading activities. The appropriate identification and setbacks shall be maintained in order to ensure the safety of adjacent properties.</p>	DPW,BO	B,C	A2,C2	
<p>HAZ-7: The Applicant shall ensure that the existing high pressure gas line is replaced by the operator with pipeline that is PUC-rated for location in residential areas. Replacement of the pipeline and required relocation shall occur prior to trenching for sewer, water and storm drain within 25 feet of the outer edge of the pipeline easement and/or prior to the issuance of building permits for residences located within 100 feet of the ultimate pipeline alignment and prior to the paving of any roads within the pipeline alignment. Unless directed otherwise by the PUC, wet utility crossings shall observe a minimum ten-foot vertical separation and ten-feet of horizontal separation from the pipeline, given the needed depth of utility services.</p>	DPW,BO	C,D,G	A2,C2	

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Mitigation Measure No./ Implementation Action				
Responsible for Monitoring	Timing of Verification	Method of Verification	Verified Date/ Initials	
is adequate access and communications protocols for emergency response vehicles during each of the proposed construction phases.				
DPW,CE	A,B,F	C2,D2		
DPW,FC	A,D,E,F	A2,C2,D2		
DPW,BO	C,D,E	A2,B2,C2		
DPW,BO,FC	C,E	A2,B2,C2		

Monitoring Frequency		Method of Verification
Responsible Person		
CDD - Community Development Director or designee	A - With each new development	A2 - Onsite inspection
CP - City Planner or designee	B - Prior to construction	B2 - Other agency permit/ approval
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Mitigation Measure No./ Implementation Action				Responsible for Monitoring	Timing of Verification	Method of Verification	Verified Date/ Initials
51, 52, 60, 61 and 73, which shall remain natural until such time these areas are developed or require infrastructure improvements).							
Hydrology and Water Quality							
<p>HWQ-1: The following measures shall be reflected in applicable Tentative Tract Maps (TTMs), site plans, grading plans, and/or improvement plans to the satisfaction of the City Engineer, prior to applicable plan/permit approval:</p> <ol style="list-style-type: none"> 1) All building pads within the Specific Plan shall be constructed so that they are free from flood hazard for the 100-year frequency storm by elevating finished floor elevations above the 100-year level of flood protection. 2) The depths of flow in the Project's streets shall not exceed top of curb elevations for the 10-year frequency storm event. 3) Streets shall be oriented to allow for maximum potential conveyance of regional flooding during significant storm events to expedite the passage of storm flows through the Specific Plan area. 4) The Specific Plan will be phased so that 100-year flood protection is ensured in all areas of development. Interim improvements (such as temporary debris basin, earthen channels/berms, check dams, sand bag barriers, or other temporary BMP and flood protection measures; refer to Mitigation Measure HWQ-1, bullet #6 and 7 below) shall be provided as development progresses to protect against flooding, erosion, siltation, and water quality impacts. 5) All subdivisions implemented as part of the Specific Plan shall be required to detail any incremental increase in drainage within the Project Boundary until the Riverside County Flood Control and Water Conservation District Master Drainage Plan ("Banning" – Zone 5) is fully implemented downstream of the Project site. 6) Construction of each phase shall include an assessment of the size and flow patterns of the adjacent undeveloped areas of the Specific Plan site. Interim phase on-site facilities shall provide developed phases with required flood protection pursuant to Code. 7) Temporary basins shall be constructed to meet detention requirements and earthen channels/berms shall be used to divert and convey flows during construction phases. 				DPW,CE,BO	F	C2	

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CDD – Community Development Director or designee	A - With each new development	A2 - Onsite inspection
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Mitigation Measure No./ Implementation Action				Responsible for Monitoring	Timing of Verification	Method of Verification	Verified Date/ Initials
<p>Noise</p> <p>NOI-1: As a condition of approval of all grading and building permits, the Applicant shall comply with the following list of noise reduction measures, subject to inclusion of additional provisions at the discretion of the Building Official as appropriate:</p> <ul style="list-style-type: none"> Excavation, grading, and other noise-intensive construction activities related to the proposed Project shall be restricted to the hours of operation allowed under Section 8.44.090.E, Noise Prohibited – Unnecessary Noise Standard – Construction, Landscape Maintenance or Repair, of the City Municipal Code. Any deviations from these standards shall require the written approval of the City Building Official. The days and hours shall also apply to any servicing of equipment and to the movement of materials to and from the site. The developer shall require, as a condition of contract, that all construction equipment operating on the site be equipped with mufflers and sound control devices (e.g., intake silencers and noise shrouds) no less effective than those provided on the original equipment and no equipment shall have an unmuffled exhaust. The developer shall require all contractors, as a condition of contract, to maintain and tune-up all construction equipment to minimize noise emissions Stockpiling and vehicle staging areas shall be located a minimum of 500 feet from occupied residences, and screened from these uses by a solid noise attenuation barrier where necessary to achieve City Municipal Code-required noise attenuation levels. Solid noise attenuation barriers (temporary barriers or noise curtains) with a sound transmission coefficient (STC) of at least 20 shall be used along Project boundaries adjacent to sensitive receptors, where noise monitoring, performed by a qualified noise monitor, indicates exceedance of City Municipal Code noise levels for more than 15 minutes in any one hour period. Construction activities that occur outside the allowable hours per City standards 6 PM to 7 AM) shall require approval of the City Building Official based on demonstration of unusual circumstances and avoidance of significant impacts to neighboring sensitive receptors. Construction noise exceeding City standards (i.e., interior noise in excess of 50 dBA or exterior noise in excess of 65 dBA) and statutory time limits is anticipated, 				DPW,BO	C,F	A2,C2	

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CDD – Community Development Director or designee	A - With each new development	A2 - Onsite inspection
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Mitigation Measure No./ Implementation Action	Responsible for Monitoring	Timing of Verification	Method of Verification	Verified Date/ Initials
<p>shall require implementation of additional noise attenuation measures such as temporary noise "curtains" to reduce construction noise to meet City Standards, or offer the affected sensitive receptors the option of temporary relocation at the Developer's expense for the duration of the impact.</p> <ul style="list-style-type: none"> All stationary construction equipment (e.g., air compressor, generators, etc.) shall be operated as far away from the residential and institutional uses as practicable. If necessary to meet the City's noise standards, the equipment shall be shielded with temporary sound barriers, sound aprons, or sound skins to the satisfaction of the Building Official. In areas subject to potentially significant construction noise impacts, the developer shall be required to monitor and document compliance with all applicable noise level limits. Construction haul routes for large equipment and material import/export shall be specified to minimize the use of routes affecting sensitive receptors (e.g., residential, parks, hospitals, schools, convalescent homes, etc.). Construction phasing for individual subdivisions shall be designed to avoid the need for construction vehicles and related construction traffic to traverse occupied residential neighborhoods. In all cases, trucks shall utilize a route that is least disruptive to sensitive receptors. Construction trucks shall avoid weekday and Saturday AM and PM peak hours (7 AM to 9 AM and 4 PM to 6 PM). 			A2,C2,D2	
<p>NOI-2: Prior to the issuance of each grading or building permit, the Applicant shall submit to the Building Official a proposed Construction Noise Monitoring Program to respond to and track complaints pertaining to construction noise, throughout demolition and/or grading. Throughout and/or grading, these measures shall include the following:</p> <ul style="list-style-type: none"> A procedure and phone numbers for notifying the City Building and Safety Department staff and Banning Police Department (during regular construction hours and off-hours); A sign prominently posted on-site containing the permitted construction days and hours and complaint procedures and the name and phone number of the person(s) to notify in the event of a problem. The sign shall also include a listing of both the City and construction contractor's telephone numbers (during regular construction hours 	DPW,BO	B,C,F	A2,C2,D2	

Responsible Person	Monitoring Frequency	Method of Verification
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Mitigation Measure No./ Implementation Action	Responsible for Monitoring	Timing of Verification	Method of Verification	Verified Date/ Initials
<p>and off-hours);</p> <ul style="list-style-type: none"> The designation of an on-site construction complaint and enforcement manager for the Project. The manager shall act as a liaison between the Project and its neighbors. The manager's responsibilities and authority shall include the following: <ul style="list-style-type: none"> An active role in monitoring project compliance with respect to noise; Ability to reschedule noisy construction activities to reduce effects on surrounding sensitive receivers; Site supervision of all potential sources of noise (e.g., material delivery, construction staging areas, construction workers, debris box pick-up and delivery) for all trades; Intervening or discussing mitigation options with contractors; and Conducting a preconstruction meeting shall be held with the job inspectors and the general contractor/on-site project manager to confirm that noise measures and practices (including construction hours, neighborhood notification, posted signs, etc.) are completed. 				
<p>NOI-3: The Applicant shall, through contract specifications, prohibit the use of any on-site construction equipment generating greater than 0.049 RMS (greater than 79 VpD) within 25 feet of any sensitive use or limit the use of equipment exceeding this standard to less than 30 events per day.</p>	DPW,BO	C,F	A2,C2	
<p>NOI-4: Prior to the issuance of grading permits or encroachment permits for the improvement of Highland Home Road (aka Meridian Street) between future "D Street" and Wilson Street, an acoustical study shall be completed by the Applicant (using construction-level improvement plans and/or more detailed grading plans) and submitted to the City for review and approval. The acoustical study will specify additional specific noise attenuation measures necessary, if any, to ensure that the City of Banning's exterior and interior noise standards are met at adjacent residential properties. Appropriate attenuation measures could include a solid wall in the landscaped parkway between future Highland Home Road and the existing frontage street.</p>	DPW,BO	C,F	A2,C2,D2	
<p>NOI-5: Prior to the issuance of building permits for non-residential uses (such as commercial areas, wastewater treatment plant, and the golf course clubhouse), the Applicant shall prepare a site-specific construction level noise analysis, analyzing potential on and off site noise impacts, based upon detailed grading plans, improvement plans and site plans. The grading,</p>	DPW,BO	C,F	A2,C2,D2	

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Mitigation Measure No./ Implementation Action	Responsible for Monitoring	Timing of Verification	Method of Verification	Verified Date/ Initials
<p>site and/or improvement plans for these uses shall include the location of stationary noise sources, such as loading docks, air conditioning units, trash hauling and trash compactors (noise from trash pickup and compacting results from the use of hydraulic equipment to raise and lower the metal trash bins and to compact their contents), and drive-thru lanes. The noise analysis shall evaluate the potential noise impacts to the existing and proposed noise sensitive homes near the commercial areas of the project. In the event the analysis shows that noise levels for any adjacent sensitive receptor(s) would exceed applicable standards, measures shall be required to reduce noise to levels to within applicable standards, including providing enclosures for stationary sources (such as pump stations and air conditioners), and providing walls or siting to attenuate mobile or stationary sources from receptors (such as loading bays). The analysis shall be subject to review and approval by the City Building Official and shall ensure compliance with applicable exterior and interior noise standards.</p>				
Public Services and Utilities				
<p>PSU-1: Applicant shall communicate and work with the Fire Chief throughout Project development to determine the appropriate timing for a potential addition of a fire response unit (medic squad, fire engine), or the need for a fire station that is conceptually located in PA 60 but could be located in any Planning Area as described within the Specific Plan. When the fire station or a response unit is determined to be necessary, the Applicant shall fund and/or construct the fire response unit and/or fire station and would subsequently be credited the cost of the fire response unit or fire station towards the dedication of fire fees.</p> <p>PSU-2: The Project shall incorporate the principles of defensible space as defined by the U.S. Department of Housing and Urban Development Office of Policy Development and Research in the design of cluster housing and/or multifamily housing within the proposed Project to reduce the impact of such development on police services. These principles shall be incorporated through inclusion of the following design solutions:</p> <ul style="list-style-type: none"> • Orienting the front doors and living area windows to the public street without providing "protection" of walls and fencing while providing back doors in these same units that allow access to more secure play areas and open space. • Clustering parking in close proximity to units or the must provide enclosed garages or semi-subterranean parking garages that can be secured. • Providing motion-activated security lighting. 	FC	C	B2	
	DPW,BO	A,G	C2	

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Mitigation Measure No./ Implementation Action					Responsible for Monitoring	Timing of Verification	Method of Verification	Verified Date/ Initials
	<ul style="list-style-type: none"> Clustering multifamily units around shared courtyard spaces with appropriate amenities that draw residents into the common area and encourage the development of relationships between neighbors through interaction in the public domain <p>(See Oscar Newman, <i>Creating Defensible Space</i>, 1996, Institute for Community Design Analysis, US Department of Housing and Urban Development, Office of Policy Development and Research for applicable guidelines and design criteria.)</p>	CDD	C	B2 ⁴				
	<p>PSU-3: The Project shall include potential school sites within the development by designating and setting aside two 11+ acre Planning Areas (i.e., PA 68 for Banning Unified School District and PA 20 for Beaumont Unified School District) to increase available school facilities. (The intent of Mitigation Measure PSU-3 is to initially designate and set aside each of the two 11+ acre Planning Areas, then offer these sites to the School Districts for sale or fee credit. In the event that one or both of the Districts choose to not accept the site, the Applicant may opt to implement the residential overlay on the corresponding school site, which would permit medium-density residential development at 10 du/ac).</p>	DPW,BO (fair market compensation), CDD (biological assessment)	B,F	C2,D2				
	<p>PSU-4: Offsite infrastructure improvements (identified in Section 3.6.3) shall comply with all of the same mitigation measures for onsite facilities, as applicable. Off-site above-ground facilities shall provide for a general biological assessment by a qualified biologist. If sensitive resources are determined to be present, those resources shall be assessed and/or delineated, mitigation measures shall be developed and imposed.</p>	CDD	G	D2				
	<p>PSU-5: Prior to the issuance of building permits for an onsite satellite WWTP, the City must prepare a site-specific construction-level noise analysis analyzing potential on- and off-site noise impacts. In addition, the analysis shall evaluate the potential noise impacts to existing and proposed sensitive receptors. Construction and implementation of the wastewater treatment plant would require a Conditional Use Permit (CUP) to be approved by the City of Banning, as well as design review of the proposed site plan and building architecture, landscaping and lighting. Compliance with the existing regulations (specified under Impact 4.8-1) and on-going monitoring of the plant's operations would reduce potential impacts associated with the routine use, handling, transport, and storage of hazardous materials.</p>	DPW,BO	E,G	A2,D2				
	<p>PSU-6: The operator of the Butterfield Specific Plan Golf Course shall prepare and implement a Operational Waste Management Plan that incorporates the Best Management Practices for the management of green waste recommended by the Golf Course Superintendent Association of</p>							

Responsible Person		Monitoring Frequency		Method of Verification	
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America (GCSAA) including separate collection and recycling of green waste by a licensed hauler and recycling facility, on-site use of green waste for landscape mulching, and other methods acceptable to the City and the SCAQMD so as to reduce the facility's impact on landfill capacity.				
Traffic and Transportation				
TRF-1: If not constructed by the City or others, the Applicant shall construct road improvements identified in Table 4.13-9, Summary of Future Improvements ("Existing plus Project" improvements in the City of Banning only). These improvements include portions on Highland Springs Avenue in the City of Beaumont, between I-10 and Brookfield, but exclude locations that are deemed by the affected jurisdiction(s) to be infeasible due to impacts of ROW acquisition. If constructed by the Applicant, the cost of these improvements shall be credited against applicable City fees, and/or shall be eligible for reimbursement agreements with the City and/or third parties. The improvements listed in Table 4.13-9 shall be consistent with the General Plan Circulation Element.	DPW, CE	A, D	C2	
TRF-2: As part of each Final Tract Map, or appropriate group of maps, the Applicant shall prepare a TIA Validation Report (TVR) based on the criteria provided herein for review and approval by the City Engineer. Final Tract Map approvals resulting in less than 500 p.m. peak hour trips (Exempt Maps) shall not require a TVR unless the cumulative total of prior approved Exempt Maps exceeds 1,000 p.m. peak hour trips since the last TVR. The TVR shall identify which of the Existing Plus Project improvements identified in Table 4.13-9, are required to be constructed for the respective Final Tract Map, to ensure adequate emergency access and satisfactory levels of service. "Existing plus Project" improvements in the City of Banning identified in an approved TVR shall be conditions of Final Tract Map approval. To the extent that any of the improvements mentioned above are included in a fee program, the cost for those improvements, if constructed by the Applicant, will be eligible for fee credits. The ongoing traffic impact assessment program will be based on the p.m. peak-hour trip threshold. The Final Tract Maps' total number of p.m. peak hour trips will be established based on the trip generation listed in Table 4.13-7, Project Trip Generation. If a portion of commercial development and some residential development is included in the Final Tract Map, the total number of trips generated by each use (commercial and residential) will be calculated for the p.m. peak hour and compared to a predefined threshold.	DPW, CE	A, F	C2, D2	

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Mitigation Measure No./ Implementation Action	Responsible for Monitoring	Timing of Verification	Method of Verification	Verified Date/ Initials
<p>Recognizing the variety of land use options, overlays and permitted or conditionally permitted uses, the TVR will also be used to verify, as the Project builds out, that the Project's total peak hour trips are consistent with the assumptions in the Project TIA.</p> <p>TRF-3: Improvement plans shall be prepared for each Project-related offsite traffic improvement and approved by the City Engineer. Improvement plans shall incorporate the following considerations, as applicable:</p> <ul style="list-style-type: none"> a) Obtain encroachment permit(s) from the applicable jurisdiction(s) for offsite improvements; b) Through creative design techniques, where determined appropriate and consistent with City policy, modify roadway geometry to reduce potential impacts to existing developed areas (such as reduced lane widths, reduced or eliminated medians, reduced turn lane transition zones, and/or shifting intersection approaches to widen intersection quadrants where associated impacts would be reduced); c) Maintain access for existing residences and businesses at all times; d) Replace landscaped areas within the affected parcel and along the parcel frontage wherever practical; e) Assist the affected property owner in re-striping affected parking areas and/or reconfiguring affected driveways to avoid or offset improvement-related impacts; f) Follow applicable Project EIR mitigation measures related to biological resources (i.e., BIO-1 through BIO-5), with respect to minimizing loss of native vegetation, replacement or relocation of mature trees, use of native and/or drought tolerant vegetation in new landscaped areas, and ensuring consistency with applicable MSHCP and regulatory agency permitting provisions; and g) Compensate the affected property owner based on fair market valuation of the acquired ROW in accordance with applicable local, State and federal regulations. <p>TRF-4: The applicant shall pay a fair share toward cumulative impacts not otherwise captured in existing fee programs, funding sources or in lieu improvements noted above, if such a program is in place at the time of building permit issuance, based on project contribution percentages identified in Table 4.13-16.</p>	CE	A,G	A2,C2	
Water Supply	DPW,BO	A,D	C2	

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Mitigation Measure No./ Implementation Action								
Responsible for Monitoring	Timing of Verification	Method of Verification	Verified Date/ Initials					
<p>WS-1: With respect to the City's Banning, Banning Bench, Banning Canyon, and Cabazon groundwater supplies, the City will:</p> <ol style="list-style-type: none"> 1) Periodically, conduct a groundwater audit that evaluates groundwater level trends, production rates, groundwater quality or other aquifer/well/pump considerations from the previous year (through use of a on-going groundwater monitoring and data collection system). 2) Develop a groundwater model to allow accurate simulation of groundwater flow and groundwater quality (including potential impacts by recharge of recycled water) in the City of Banning groundwater resource area. <p>Additionally, to avoid injury to other legal users of the Cabazon Basin, the City will:</p> <ol style="list-style-type: none"> 3) Site any new well so as to not result in material interference to existing wells. 					DPW	E	D2	
<p>WS-2: Additionally, to guard against the potential adverse effects of climate change on the City's water supplies, the City will:</p> <ol style="list-style-type: none"> 1) Continue to manage its imported and surface water supplies conjunctively with its groundwater supplies to maximize opportunities for groundwater storage. 2) Continue to monitor expert technical analyses of the impacts of climate change on surface and groundwater supplies and incorporate any recommendations into the City's water supply planning efforts. 3) Continue to practice and promote integrated flood management. The City will incorporate climate change findings into infrastructure design and continue to integrate water and land use practices, such as encouraging new developments to capture and treat stormwater onsite. New water infrastructure will be designed to operate under a wide range of conditions and will consider climate change impacts. 4) Continue to diversify its portfolio through increased water use efficiency and aggressive demand reductions achieved by existing and new conservation programs. The development and use of a new recycled water supply will further diversify the City's portfolio and reduce potable water demands. 5) Continue to further develop regional alliances with cities, water districts and water agencies to integrate, improve and develop regional water management. 					DPW	E	D2	

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Butterfield Specific Plan Project

Addendum Modifications to the Mitigation Monitoring and Reporting Program

Project File No.: _____ **Applicant:** _____

EIR Prepared by: _____ **Date:** _____

Mitigation Measures No./Implementation Action	Responsible for Monitoring	Timing of Verification	Method of Verification	Verified Date/Initials
<p>Mitigation Measure AQ-7: The following measures shall be implemented during construction to substantially reduce nitrogen oxides (NOx)-related emissions. They shall be included in the Grading Plan, Building Plans, and specifications.</p> <ul style="list-style-type: none"> • Off-road diesel equipment operators shall be required to shut down their engines rather than idle for more than 5 minutes, and shall ensure that all off-road equipment is compliant with the California Air Resources Board (ARB) in-use off-road diesel vehicle regulations and SCAQMD Rule 2449. • The following note shall be included on all grading plans: “The City shall require construction contractors to utilize diesel powered construction equipment that meets EPA-certified Tier III emissions standards, or higher according to the following: January 1, 2012, to December 31, 2014: All off-road diesel-powered construction equipment greater than 50 hp shall meet Tier 3 off-road emissions standards at a minimum. In addition, all construction equipment shall be outfitted with best available control technology (BACT) devices certified by ARB. 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 				

<p>strategy for a similarly sized engine as defined by ARB regulations.</p>	<p>Post-January 1, 2015: All off-road diesel-powered construction equipment greater than 50 hp shall meet the Tier 4 emission standards, where available. In addition, all construction equipment shall be outfitted with BACT devices certified by ARB. 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 ARB regulations.”</p>				
<p>strategy for a similarly sized engine as defined by ARB regulations.</p>	<p>Post-January 1, 2015: All off-road diesel-powered construction equipment greater than 50 hp shall meet the Tier 4 emission standards, where available. In addition, all construction equipment shall be outfitted with BACT devices certified by ARB. 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 ARB regulations.”</p>	<ul style="list-style-type: none"> • A copy of each unit’s certified tier specification, BACT documentation, and ARB or SCAQMD operating permit shall be provided at the time of mobilization of each applicable unit of equipment. 	<ul style="list-style-type: none"> • Construction contractors are encouraged to apply for AQMD “SOON” funds. Incentives could be provided for those construction contractors who apply for AQMD “SOON” funds. The “SOON” program provides funds to accelerate clean up of off-road diesel vehicles, such as heavy duty construction equipment. More information on this program can be found at the following website: 	<p>http://www.aqmd.gov/tao/Implementation/SOONProgram.htm.”</p>	<ul style="list-style-type: none"> • The contractor and the Applicant, if the Applicant’s equipment is used, shall maintain construction equipment engines by keeping them tuned and regularly serviced to minimize exhaust emissions, as required by SCAQMD Rules 431.1 and 431.2. • Existing power sources (i.e., power poles) shall be used when available. This measure would minimize the use of higher polluting gas or diesel generators. • Construction parking shall be located on the site where possible and shall be configured to minimize traffic interference.

<ul style="list-style-type: none"> • Obstruction of through-traffic lanes shall be minimized by providing temporary traffic controls such as flag persons, cones, and/or signage during all phases of construction when needed to maintain smooth traffic flow. Construction shall be planned so that lane closures on existing streets are kept to a minimum. • A traffic plan shall be developed to minimize traffic flow interference from construction activities. The plan shall specify the times during which construction activities would occur and particular times when travel lanes cannot be blocked (e.g., peak traffic periods as directed by the affected City Engineer). The plans shall provide details regarding the placement of traffic control, warning devices, and detours. As a supplement to the traffic plan, the construction contractor shall coordinate with the affected agency to determine the need for a public information program that would inform area residents, employers, and business owners of the details concerning construction schedules and expected travel delays, detours, and blocking of turning movements lanes at intersections. The public information programs could utilize various media venues (e.g., newspaper, radio, television, telephone hot lines, or internet website, etc.) to disseminate information such as: <ul style="list-style-type: none"> o Overview of project information o Weekly updates on location of construction zones; o Identification of street(s) affected by construction; o Times when construction activities would occur and when traffic delays, and blockage of intersection turning movements can be expected; and o Identification of alternate routes that could be used to avoid construction delays. 			
<p>Mitigation Measure BIO-3: The Applicant shall provide compensatory mitigation for the temporary disturbance to CDFW jurisdictional waters, which includes approximately</p>			

<p>0.41 acre of vegetated riparian habitat, and the temporary disturbance to RWQCB and USACE jurisdiction, none of which consists of jurisdictional wetlands. The mitigation requirements will be determined through applicable regulatory permitting programs of the CDFW, the RWQCB, and the USACE, and shall consist of minimum 1:1 mitigation primarily through onsite restoration within the Smith Creek drainage and other on-site areas, which will be performed concurrently with development of the golf course (Planning Areas [PAs] 35 and 39) or alternative uses within these Planning Areas 35 and 39 (the golf course/open space PAs uses, including various combinations of parks, trails, native habitat, drainage facilities, water quality improvements, groundwater recharge areas, and wetland mitigation areas).</p>			
<p>Mitigation Measure CHG-2: The Butterfield Specific Plan shall be conditioned to allow the following uses (as reflected on future tract maps and commercial site plans), to further promote renewable energy resources, including:</p> <ul style="list-style-type: none"> • Allowing rooftop solar on all structures, subject to City Municipal Code and related building permit provisions; allowing electric vehicle charging stations at all commercial, park, golf course, multifamily residential, and school areas, subject to a Conditional Use Permit; and allowing hydrogen vehicle fueling stations 			
<p>Mitigation Measure PSU-6: The operator of the Butterfield Specific Plan Golf Course shall prepare and implement an Operational Waste Management Plan that incorporates to the extent feasible the Best Management Practices for the management of green waste recommended by the Golf Course Superintendent Association of America (GCSAA) including separate collection and recycling of green waste by a licensed hauler and recycling facility, on-site use of green waste for landscape mulching, and other methods acceptable to the City</p>			

<p>and the SCAQMD so as to reduce the facility's impact on landfill capacity:</p>	<p>Mitigation Measure TRF-2: As part of each Final Tract Map, or appropriate group of maps, the Applicant shall prepare a Traffic Impact Analysis Validation Report (TVR) based on the criteria provided herein for review and approval by the City Engineer. Final Tract Map approvals resulting in less than 500 p.m. peak hour trips (Exempt Maps) shall not require a TVR, unless the cumulative total of prior approved Exempt Maps exceeds 1,000 p.m. peak hour trips since the last TVR. The TVR shall identify which of the Existing plus Project improvements identified in Table 4.13-9 are required to be constructed for the respective Final Tract Map, to ensure adequate emergency access and satisfactory levels of service. Improvements identified in an approved TVR shall be conditions of Final Tract Map approval. To the extent that any of the improvements mentioned above are included in a fee program, the cost for those improvements, if constructed by the Applicant, will be eligible for fee credits.</p> <p>The ongoing traffic impact assessment program will be based on the p.m. peak hour trip threshold. The Final Tract Maps' total number of p.m. peak hour trips will be established based on the trip generation listed in <u>Table 4.13-7, Project Trip Generation</u>, <u>Table 3.1, Project Trip Generation Comparison</u>. If a portion of commercial development and some residential development is included in the Final Tract Map, the total number of trips generated by each use (commercial and residential) will be calculated for the p.m. peak hour and compared to a predefined threshold. Recognizing the variety of land use options, overlays and permitted or conditionally permitted uses, the TVR will also be used to verify, as the Project builds out, that the Project's total peak hour trips are consistent with the assumptions in the project Traffic Impact Analysis.</p>
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<p>Mitigation Measure TRF-4: The Applicant shall pay a fair share toward cumulative impacts not otherwise captured in existing fee programs, funding sources, or in lieu improvements noted above, if such a program is in place at the time of building permit issuance, based on project contribution percentages identified in <u>Table 4.13-16 of the Specific Plan EIR</u>, with the exception of the intersections included in the Project study area for the 2016 Traffic Impact Analysis, as outlined in <u>Table 4.13- 16A</u>.</p>				
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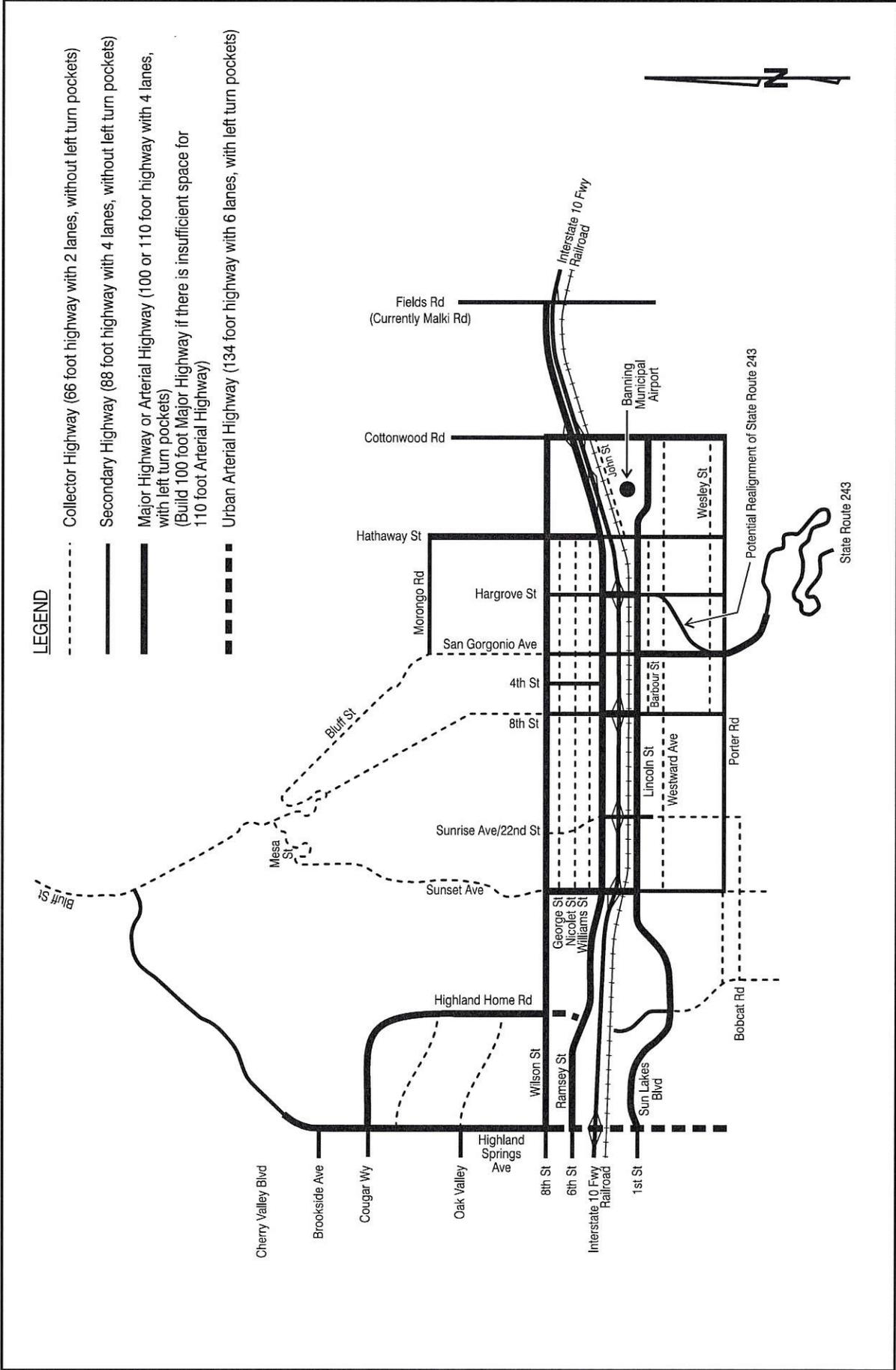
Exhibit B

General Plan Exhibits

Exhibit III-6

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**Banning General Plan
Proposed General Plan Street System**

**Table III-17
Buildout Roadway Classifications**

Roadway Classification	Roadway
<u>Urban Arterial Highway</u> (6 lanes with left turn pockets)	Highland Springs from Cherry Valley to Potrero Blvd.
<u>Major or Arterial Highway</u> (4 lanes with left turn pockets)	<p>Highland Home from Cherry Valley Blvd. to <u>Highland Springs Avenue</u> To Sun Lakes Blvd.</p> <p>Highland Springs from Cherry Valley Blvd. to Wilson Street</p> <p>Hathaway from Morongo St. to I-10</p> <p>Sunset from Wilson to Lincoln</p> <p>8th Street from Ramsey to Lincoln</p> <p>San Gorgonio from Lincoln to south City Limit</p> <p>Hargrave from Ramsey to Lincoln</p> <p>Cottonwood (North – South) from Ramsey to Porter</p> <p>Wilson from Highland Springs to Cottonwood (North – South)</p> <p>Ramsey from Highland Springs to Fields Rd.</p> <p>Sun Lakes/Lincoln from Highland Springs to Cottonwood (North – South)</p>
<u>Secondary Highway</u> (4 lanes without left turn pockets)	<p>Porter from Sunset to Cottonwood (North – South)</p> <p>Sunset from Wilson to Mesa</p> <p>Sunset from Lincoln to Porter</p> <p>22nd Street from Ramsey to south of Lincoln</p> <p>8th Street from Wilson to Ramsey</p> <p>8th Street from Lincoln to Porter</p> <p>4th Street from Wilson to Ramsey</p> <p>San Gorgonio from Wilson to Lincoln</p> <p>Hargrave from Wilson to Porter</p> <p>Hathaway from Ramsey to Porter</p> <p>Cottonwood (North – South) from Ramsey northward</p> <p>Cottonwood (North – South) from Porter southward</p> <p>Fields Road from end to end</p>

Highland Home Road/Cherry Valley Boulevard/Brookside/18th Street/Highland Springs

The General Plan roadway system has shown Highland Home connecting to Cherry Valley Boulevard in the City of Beaumont. The extension of Highland Home however, could connect to the west at Brookside Avenue Cougar Way in Beaumont. Further, Highland Springs is planned to extend to the northeast to Bluff Street, to provide access to the Black Bench area, and a second connection from the Banning Bench to the City. This connection could also be made through the extension of 18th Street to the northeast.

In all cases, traffic flow will not be significantly affected, insofar as traffic volumes on these streets in this area are not expected to be high. The Recommended General Plan Street System shows these streets in their currently envisioned configuration. However, as development occurs and the feasibility of the extensions is considered, flexibility is included in this General Plan to allow changes to the street system in the future.

At Grade Railroad Crossings

The City has two grade separated railroad crossings at streets with I-10 interchanges. The other four existing or planned interchanges must also be improved to include grade separations, in order to maintain acceptable levels of service. A grade separation is included in the Transportation Uniform Mitigation Fee (TUMF) program for the Sunset Avenue interchange. The others are not in the TUMF program.

The City will need to aggressively pursue grade separations for the railroad tracks at all interchanges. This should include the preparation of feasibility studies, the securing of all available funding, and the cooperation of the development community. Although construction of these facilities may not occur in the near term, the planning must be initiated immediately, in order for the City to be able to implement the construction in the future.

Lincoln Street and Westward avenue west of Sunset Avenue

The 1994 Circulation Element included the extension of both Lincoln and Westward from Highland Home to Sunset. Both these roadways occur currently east of Sunset. West of Highland Home, only one roadway, Sun Lakes Boulevard, currently occurs. The traffic study for this General Plan considered the traffic volumes generated south of I-10 on Sunset, and the potential volumes for Lincoln and Westward east of Sunset. The study found that Westward will have sufficiently low volumes so as to require a 2 lane collector east of Sunset. Lincoln is projected as a Major Highway from Highland Home easterly, as is Sun Lakes Boulevard. Traffic volumes will result in LOS C or better for both Lincoln and Westward in this area. Therefore, the elimination of Westward west of Sunset will not have a negative effect on east-west traffic south of I-10.

Level of Service Policy

The traffic study for the 2013 General Plan Amendment to revise the city-wide LOS standards, Amendment found that the City will be able to maintain LOS D on City streets. LOS D does not represent a significant degradation in traffic flow. When balancing the need for an efficient traffic system and the widening of streets to accommodate peak hour traffic, it appears that changing the City's requirement from LOS C to LOS D will not result in a significant negative effect.

Exhibit C

Butterfield Specific Plan dated November 2016 (provided previously under separate cover, available on City website at <http://www.ci.banning.ca.us/archive.aspx> under Butterfield Specific Plan)
Minor Modifications Conditions of Approval

**PARDEE BUTTERFIELD SPECIFIC PLAN MINOR MODIFICATIONS
CONDITIONS OF APPROVAL**

COMMUNITY DEVELOPMENT DEPARTMENT

1. Approved Butterfield Specific Plan minor modifications are based upon the plan dated December 2016. The minor modifications include adjustments to the land use plan including:
 - Reservation of Planning Areas (PAs) 60 and 61 as open space rather than the development of 412 dwelling units.
 - Granting a revocable license for hiking, walking, and non-motorized bicycle use and the transport of equipment to the eastern portion of the site.
 - Elimination of the proposed golf course in PA 35 and PA 39, and replacement of the golf course with a central open space recreational area to include parks and open space uses.
 - Reduction in the number of residential units from 5,387 dwelling units to 4,862 dwelling units.
 - Removal of PA 43B in the northwest corner of the Specific Plan area that was outside current Banning city limits and outside of Pardee Homes property ownership, thereby reducing the Specific Plan area from 1,543 acres to 1,528 acres.
2. All original conditions of approval for the approved Butterfield Specific Plan shall remain in effect except as modified by this minor modification approval
3. On page 1-8, the last bullet shall state that elimination of golf course should be replaced with "active recreational use including biking and pedestrian trails, turnouts for exercise, viewing and educational facilities, all linkable to other tracts, parks and open space, landscaping and providing full public access" as required by Section 8.1.3 of the Development Agreement. This language shall also be added to Section 3.6, Recreation and Open Space.
4. Drainage facilities in the central open space (former golf course) shall be constructed with natural materials or shall be made to appear natural and shall be subject to Design Review approval.
5. All language removing or making trails optional shall be deleted.

ENGINEERING / PUBLIC WORKS DEPARTMENT

6. All entry points to the development from Highland Springs Avenue, Wilson Street and Highland Home Road shall have raised medians (i.e. Highland Home Road/Highland Springs Ave; H Street/Highland Home Road). Revise exhibits as

needed.

7. Exhibit 3.3B shall indicate that the Applicant will construct improvements on the east side of Highland Home Road fronting existing homes and shall delete the reference to "improvements by others". The applicant shall provide an exhibit showing the intersection of Highland Home Road and Wilson Street, to the satisfaction of the Public Works Director. There should only be one access road on the north side of this intersection.
8. Meandering sidewalks and dg trails as depicted in the approved plan for the backbone east-west streets shall be provided along the entire road segments of "B" Sreet, "C" Street, "H" Street , "F" Street, and the east-west portion of Highland Home Road.
9. Exhibit 3.3E, Neighborhood Entry shall show 2:1 Min/Max at right of way.
10. Section 3.4, Drainage Plan, shall include the City's retention language: *At a minimum, all development will make provision to store runoff from rainfall events up to and including the one-hundred-year, 3-hour duration event.*
11. The applicant shall provide documentation for the number of proposed storage tanks and storage capacity.
12. The Specific Plan shall include language regarding Chromium treatment facilities needed to serve the development. Section 5.8.1. shall be updated, and it should also be noted that the proposed WWTP site will also double as a site for Chromium-6 treatment facilities (Applicant to revise exhibits as needed).

ADDED CONDITION

13. Specific Plan boundaries shall remain as originally approved.

Attachment 3
Settlement Agreement

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and entered into by and between PARDEE HOMES (“Pardee”), the CITY OF BANNING (“City”), the HIGHLAND SPRINGS RESORT (“Resort”), and CHERRY VALLEY PASS ACRES AND NEIGHBORS and CHERRY VALLEY ENVIRONMENTAL PLANNING GROUP (“CVEPG”) (collectively, “CVAN”). The Resort and CVAN may be referred to collectively as “Petitioners.” Pardee, City, Resort, and CVAN may be referred to individually as a “Party” or collectively as the “Parties.”

RECITALS

- A. Pardee filed an application with the City for: General Plan Amendment No. 11-2510; Zone Change No. 11-3501; approval of the Butterfield Specific Plan (SCH No. 2007091149), dated November 21, 2011, which amends and supersedes the Deutsch Property Specific Plan, which was approved and adopted by the City in 1993; and approval of the development agreement for the Butterfield Specific Plan, which amends and supersedes the development agreement for the Deutsche Property Specific Plan. The Butterfield Specific Plan provides for the development of a master planned community consisting of up to 5,387 dwelling units, a golf course and open space, parks and other open space, two school sites, an existing utilities substation, a fire station site, and backbone roadways, among other things.
- B. Pursuant to the California Environmental Quality Act (“CEQA”), the City prepared an Environmental Impact Report entitled “Environmental Impact Report for Butterfield Specific Plan” (SCH No. 2007091149).
- C. On March 27, 2012, the City passed, approved and adopted Resolution No. 2012-24, certifying the Final Environmental Impact Report for the Butterfield Specific Plan.
- D. On April 10, 2012, the City passed, approved and adopted Resolution No. 1450, amending the Deutsch Specific Plan and superseding it with the Butterfield Specific Plan (“Specific Plan”), as well as adopting conditions of approval (“Conditions of Approval”) and making certain findings in support thereof. Also on April 10, 2012, the City passed, approved, and adopted Resolution No. 1451, adopting the development agreement for the Specific Plan (“Development Agreement”).
- E. Together, the General Plan Amendment No. 11-2510, Zone Change No. 11-3501, the Development Agreement, and the Specific Plan, as approved and adopted by the City, are hereinafter referred to collectively as the “Project.”
- F. On April 26, 2012, the Resort filed a Petition for Writ of Mandate in Riverside County Superior Court (Case No. 1206246) (“Resort Action”), alleging that the City had violated CEQA when it approved the Project. Pardee is named as a real party in interest in the Resort Petition. On April 26, 2012, CVAN filed a Petition for Writ of Mandate in Riverside County Superior Court (Case No. 1206271) (“CVAN Action”), alleging that the City had violated CEQA when it approved the Project. Pardee is named as a real party in interest in the CVAN Action. On May 9, 2012, the Resort and CVAN each filed a Notice of Related Cases. On June 28, 2012, the Parties agreed and stipulated to

consolidate the actions for purposes of trial into a single matter under Riverside County Superior Court Case No. 1206246, which is the lower numbered case. On July 5, 2012, the Court ordered the matters consolidated, and ordered the Resort and CVAN to prepare one administrative record for the consolidated case. The consolidated Resort Action and CVAN Action are hereinafter collectively referred to as the "Action." On September 20, 2013, and again on December 13, 2013, the Court heard oral argument in the Action and took the matter under submission. On December 23, 2013, the Court issued a Statement of Decision. On January 13, 2014, the Parties filed a Stipulation to Stay the Action and Entry of Judgment to allow the Parties adequate time to informally resolve the Action and avoid further litigation.

- G. For the purpose of compromising and settling the claims raised in the Action and avoiding the time and expense of further litigation, including but not limited to appeal, the Parties have agreed to settle the Action on the terms described below.
- H. Nothing in this Settlement is construed to require an amendment to the Specific Plan, the Development Agreement or any of the associated approvals.

NOW, THEREFORE, in consideration of the mutual covenants, promises, releases representations and warranties contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

Agreement

1. Request to Delete Cherry Valley Boulevard Road Extension.

1.1 Pardee agrees not to request an extension of Cherry Valley Boulevard from any agency at any time. Pardee agrees to join Petitioners in a comment letter to the County of Riverside which requests the deletion of the Cherry Valley Boulevard road extension from the County's 2014 General Plan Update (County of Riverside General Plan Amendment No. 960) and any other applicable County plans. A copy of the comment letter regarding the General Plan, which is currently being amended by the County, is attached as Exhibit "A" to this Agreement.

1.2 Pardee agrees to request that the City amend its General Plan to delete the extensions of Brookside Avenue and Cherry Valley Boulevard. Pardee shall apply for the amendment. Because however, the Resort owns some of the property, it acknowledges that it shall cooperate in the processing of the amendment, including but not limited to completing a certified letter of authorization, and any other document required by the City to complete the processing of the amendment. Pardee and Resort agree to share the costs of the application equally and each Party shall bear its own attorneys' fees associated with the development and processing of the application.

1.3 The City further agrees that the City Council will consider Pardee's request for a General Plan Amendment within 365 days of execution of this Agreement. However, the Parties acknowledge that the City's decision about whether to approve the requested General Plan Amendment must comply with all applicable notice and public hearing requirements of the City's planning and zoning laws, the outcome of which cannot be guaranteed. By approving this Agreement, the City does not prejudice the General Plan Amendment and remains free to take whatever action it deems appropriate without liability thereof. In the event the City Council does

not approve the General Plan Amendment despite the Parties' best efforts, Pardee shall not be responsible for re-submitting or taking any further action.

2. Planning Areas 60 and 61.

2.1 Pardee shall not develop Specific Plan Planning Area ("PA") 60 (which includes 205 dwelling units) and PA 61 (which includes 207 dwelling units). PA 60 and 61 shall be preserved in an open space condition, *except* for utility infrastructure (water, sewer, gas, and power) and associated access roads; water tanks; a potential fire station; landscaping, including irrigation; and drainage debris/detention basins and related storm drain appurtenances. Within 90 days of the City's approval of any final map to be recorded for the Project, Pardee shall submit for recording a land use restriction that runs with the land evidencing these development restrictions. Exhibit "B" to this Agreement includes the form of the restrictive covenant to be recorded on Lot 13 of recorded Tract No. 34330, which encompasses PA 60, 61 and 73, but excluding the north half of the proposed extension of Highland Home Road. This form has been approved by the Banning City Attorney.

2.2 The Resort and CVAN acknowledge that standard utilities, including water, sewer, gas, as well as road access, are needed to serve the water tanks and fire station, and that existing power lines may need to be relocated and new, above-ground power lines erected to serve the tanks and fire station. Pardee and the City agree to use their best efforts to locate the water tanks at the approximate latitude of 33.96 north and longitude of 116.93 west, provided that this location meets the City's engineering requirements for the adequate functioning of the water tanks, which determination is subject to confirmation by the City's engineers. In the event that either regulations, geologic features or other limiting factors prohibit placing the water tanks in the identified location, the City will locate the water tanks in the closest feasible location. If more than one alternative location is feasible, preference shall be given to the site that is the farthest north, provided that the costs for construction and operation of the tanks do not significantly exceed that of a site located elsewhere. The City retains authority to make the final decision on tank siting which may be based on factors of utility for the intended purpose and cost.

2.3 Within 120 days of the City's approval of any final map to be recorded for the Project, Pardee its successor(s) or assignee(s) shall convey to the Resort its successor(s) or assignee(s) by recorded deed the land which is the northerly 44 acres more or less of Lot 13 as described in Exhibit "C" and conceptually shown on Exhibit "D". Such conveyance shall be subject to all existing easements and a land use restriction that runs with the land to preserve the land in a primarily natural state limited to passive use recreational amenities. Exhibit "B" to this Agreement includes the form of the restrictive covenant to be recorded on the land conveyed to the Resort its successor(s) or assignee(s). Upon transfer of ownership of the land described in Exhibit "C", the Revocable License Agreement set forth in paragraph 3 of this Agreement shall terminate. In the event the final map is challenged, performance is stayed with regard to the deed restriction and property transfer pending final judicial approval of the map.

(a) Within 180 days of recording the grant deed and to the extent allowed under the existing Southern California Edison easement and by the underlying easement holder, Pardee agrees to construct a wood split rail fence along the southern boundary of the land described in Exhibit "C".

3. Temporary Grant of Hiking Area. Pardee agrees to grant to the Resort, for the benefit of the Resort, a revocable license for hiking, walking and non-motorized bicycle use and the transport of equipment to the eastern portion of the Resort's property for security, maintenance and farming purposes over land described in Exhibit "C" and conceptually shown on Exhibit "D". Exhibit "E" to this Agreement includes the form of the grant of a revocable license which will be recorded within 90 days of entry of judgment dismissing this Action. The Revocable License Agreement shall terminate, if not sooner, upon the recording of a deed transferring ownership of the land described in Exhibit "C" to the Resort or its successor(s) and/or assign(s), subject to the restrictive covenant set forth in Section 2.1, above, and all existing easements. During the term of the license, trail access and use shall not be impaired by the installation of infrastructure within Lot 13 of recorded Tract No. 34330. The Resort and Pardee may agree to an alternative trail alignment if necessary to accommodate allowed infrastructure. In the event the Revocable License Agreement is revoked, Pardee shall have no obligation to provide continuing access or a tie-in trail point.
4. Planning Area 43B. Pardee agrees not to purchase or pursue development of PA 43B at any time.
5. Veteran's Tree. Pardee agrees to relocate the "Veteran's tree" to a prominent location within the Project and near its current location, subject to the City's review of, and agreement to, the proposed location, which will be done simultaneously with the submittal of plans for the road widening necessary for Highland Springs Avenue. Pardee shall utilize the services of a professional arborist for the relocation. If the Veteran's tree does not survive for at least 180 days after relocation and replanting, Pardee agrees to replace it with an oak tree contained in a minimum of a 60-inch box, using the services of a professional arborist.
6. Homeowner-Provided Landscaping. Pardee and the City agree to impose Covenants, Conditions and Restrictions ("CC&Rs") on all residential units within the Project, requiring them to comply with Banning Code section 13.16.030 (inclusive of all subsections), as it may be amended from time to time, notwithstanding the fact that section 13.16.030 does not otherwise apply to homeowner-provided landscaping at single-family and multi-family residences. As is required by the Conditions of Approval and Development Agreement, the form of the CC&Rs is subject to approval by the Banning City Attorney within 30 days of submission by Pardee, and shall be enforceable by City.
7. Non-Potable Project-Related Water Infrastructure. In conformance with the City's requirements, Pardee will fund or construct all Project-related infrastructure and facilities required to allow the Project's use of non-potable water supplies when the City makes non-potable water available to the Project.
8. Availability of Non-Potable Water. Pardee agrees that issuance of building permits for any portion or phase of the Project shall be contingent upon the availability of non-potable water supplies to serve any non-potable demands within the City in an amount greater than or equal to the non-potable demands of the portion of the Project for which building permits are requested. For example, if the portion of the Project to be constructed has a non-potable demand of 250 acre-feet per year (AFY), at least 250 AFY of non-potable supply must first be available to serve non-potable demand somewhere within the City.

9. Elimination of Golf Course. As permitted by the Development Agreement, the Specific Plan, and the Conditions of Approval, Pardee agrees to eliminate the golf course use from the Project. In the previously defined golf course area (PA 35 and PA 39), Pardee will create a recreational area including parks and natural open space and other uses permitted by the Specific Plan and approved by City. This area may also include areas for flood control, drainage and Project-related groundwater recharge.

10. Plumbing. Pardee agrees to install ultra-low flow toilets at 1.28 gallons/flush throughout the Project.

11. Maximum Number of Dwelling Units. Pardee agrees that the Project's total number of dwelling units shall not exceed 4,862.

12. Solar Voltaic Systems. Pardee agrees to install solar voltaic systems (or the equivalent renewable energy generating technology) for multi-family residential developments of 18 units per acre or more with a common wall, throughout the Project consistent with City regulations. Such installation shall occur before a certificate of occupancy is issued for any such multi-family residential development.

13. Electric Vehicle Charging. Pardee agrees to install electric car charging stations in at least 3% of the parking spaces designated for commercial units and multi-family residential units throughout the Project consistent with City regulations. Pardee also agrees to install "plug slots" suitable for electric vehicle charging in the garages of all single-family residential units consistent with City regulations. Such installation shall occur before a certificate of occupancy is issued for any such multi-family residential units and commercial units.

14. Efficiency Standards. Pardee agrees that all developer-installed appliances throughout the Project shall be rated to meet or exceed Energy Star efficiency standards.

15. Ride Sharing Lot Request. Pardee agrees to request a ride sharing lot subject to the approval of the responsible transportation agencies including City. Pardee agrees to request a ride sharing lot within the Project before 1,000 units are built. Pardee will coordinate with the responsible transportation agencies, including seeking the necessary City approvals, if any, to determine the appropriate location, size and number of parking spaces and design for the ride sharing lot.

16. Transportation Coordination. Pardee agrees to coordinate with the Banning Pass Transit Agency, the Riverside Transit Agency, and the City for service within the Specific Plan area on future bus routes and scheduled bus service, which are based upon demand.

17. Resort's and CVAN's Non-Opposition to the Project.

17.1 Both the Resort and CVAN, including their principals and officers and agents, agree to all of the following:

(a) Not to object to or oppose, or to assist any other Party to object to or oppose: (1) the Project; (2) any application or request for any further Project approval, including but not limited to: tentative and final maps, verification of an adequate water supply, substantial conformance review, any additional regulatory approval, and any further review of the Project

under CEQA (“Project Approval”); (3) any minor modification or any non-substantive change to the Project (“Minor Modification”); and (4) any amendment of the Development Agreement or Specific Plan, as long as the land uses and development standards included in the amendment substantially conform to the Development Agreement and Specific Plan. Pardee shall provide Resort and CVAN with notice of any amendment to the Development Agreement, Specific Plan or Mitigation and Monitoring Program.

(b) Not to file, participate in, cooperate in (including transmittal of any concepts, legal theories or work product) or contribute money to any legal claim or action challenging the Project, any Project Approval, or any Minor Project Amendment, or otherwise to seek any other form of judicial relief regarding the Project.

17.2 As used in this Section, “Minor Modification” shall have the same definition as used in Section 10.4 of the Development Agreement. As used in this section, “substantially conforms” means that the changes to the Project would not include industrial uses; an increase in the height limit; allow any uses identified as prohibited in the Butterfield Specific Plan or Development Agreement; or eliminate mitigation measures included in the mitigation monitoring and reporting program.

17.3 Resort and CVAN’s right to object, oppose, or challenge any amendment to the Development Agreement or Specific Plan shall be limited to objecting to, opposing, or challenging only that feature or element of the change that does not substantially conform with the Project or is not a Minor Modification. In no event shall the Project, a Project Approval or Minor Modification give Petitioners any right to object to, oppose, or challenge any element or feature of the Project that falls within the approved Project.

17.4 In the event that any person or entity, in any forum, identifies themselves as a member of, representative of, or otherwise is known to be affiliated with the Resort or CVAN, and also objects to, opposes, or files any legal claim or action challenging the Project, contrary to this section (the “objector”), the Party with whom the objector identifies themselves, or with whom the objector is known to be a member of, representative of, or otherwise affiliated with, shall, within 5 business days following a request from Pardee or the City, make their best effort to provide a written disclaimer that such objector’s objection, opposition or challenge is not representative of the Party’s position. Failure to provide such disclaimer within 30 days after a request from Pardee or the City, to the extent it is required, shall constitute a breach of this Agreement.

17.5 The Resort and CVAN further agree each to file a letter of non-opposition to the Project with the Riverside County Superior Court which will have continuing jurisdiction over the Action, as provided in Sections 25-26 of this Agreement. The non-opposition letters will be signed by the Authorized Representative for the Resort and CVAN, respectively, as that term is defined in Section 23 of this Agreement. A copy of the form of both non-opposition letters is attached as Exhibit “F” to this Agreement.

17.6 Resort and CVAN agree to use their best efforts to remove from their websites and any social media pages or systems established or sponsored by them any existing objections or opposition to the Project, with the exception of archived press releases and other contemporaneous communications regarding the Project. In the event material(s) cannot be readily removed, Resort and CVAN will agree to post on their websites that they are no longer

opposed to the Project. Resort and CVAN further, agree not to post or add objections to the Project, Project Approvals or Minor Project Amendments to their websites and any social media pages or systems established or sponsored by Petitioners.

17.7 Pardee shall be entitled to enforce this Section 17 by specific performance. Any claim for breach of this provision shall be reviewable in Riverside County Superior Court for a determination of liability and damages and/or reformation of the Agreement which shall include: the right of Pardee and the City to forego any further performance of the terms to this Agreement not yet accomplished, immediate rescission of the Revocable License Agreement for access to portion of Lot 13 of recorded Tract No. 34330, removing the land use restriction on Lot 13 of recorded Tract No. 34330, and such other remedies as may be necessary and appropriate, including without limitation, injunctive and equitable relief. This provision will only apply if the breach is a contributing factor in substantially delaying or preventing future Project approvals, which shall include but not be limited to federal and state approvals, tentative and final map approvals, and infrastructure plans.

17.8 The Parties further acknowledge and agree that at the time that this Agreement is being entered into, it is difficult to ascertain the actual damages in the event of a breach. Because damages related to a breach of the non-opposition provision may be extremely difficult, if not entirely impracticable, to calculate, the Parties have agreed that there should be a liquidated damages amount that they believe would act as a minimum amount of awardable damages should a breach of the non-opposition provisions of this Agreement occur. The agreed to amount of liquidated damages is \$1,000 per occurrence. For purposes of calculating an occurrence, each day that a breach of the non-opposition provision continues, after notice of a breach is given and if it is not eliminated within 7 business days, it shall be counted as a new occurrence each and every following day thereafter. The Parties agree that this minimum amount of liquidated damages represents a reasonable endeavor by the Parties to ascertain what the actual damages would be. No actual damages need to be proved in order to recover liquidated damages.

17.9 Notwithstanding the foregoing, this section shall not prohibit the Resort or CVAN from taking such action as necessary to enforce the terms of this Agreement.

18. Confidentiality.

18.1 Except as provided herein, the Resort and CVAN, including their principals and officers, agree to keep confidential all written copies of this Agreement, including all negotiations leading thereto, all term sheets, and all prior drafts and versions of this Agreement. The Resort and CVAN further agree not to disseminate this Agreement or post it on their respective websites in any manner, whether in writing, or electronically (including, but not limited to internet/social media) by or through any agent, attorney, or other representative, including any attorney work product.

18.2 If a court order compels the production of this Agreement, the Parties agree to request that the Agreement be produced to the court only for *in camera* review and that it not made a public court record of any kind.

18.3 The Resort and CVAN further agree to expressly forbid, permanently and irrevocably, their counsel from commenting on the terms and contents of this Agreement and the negotiations leading thereto. The Resort and CVAN will require their counsel to maintain this Agreement, and the terms therein, completely confidential and will not permit their counsel to publicize or disclose the conditions, terms, or contents of this Agreement in any manner, whether in writing, electronically (including, but not limited to internet/social media) or orally, to any person (other than their representatives), unless compelled to do so by law provided that (i) the Party to whom any such legal process is directed promptly (and in no event later than 10 business days after receipt of such legal process) provides written notice and a copy of such legal process to the other parties and to their counsel in accordance with Section 29.10 below; and (ii) prior to the date established by such legal process for the requested disclosure or production, none of the Parties to this Agreement obtains an order from a court or other appropriate entity of competent jurisdiction which forbids all or a portion of the disclosure or production requested by such legal process or except as necessary to effectuate the terms of this Agreement.

18.4 If any third party or media entity inquires as to the existence of this Agreement, or its terms, conditions or contents, the Resort and CVAN shall respond only that the "matters have been resolved."

18.5 Pardee shall be entitled to enforce this Section 18 by specific performance. Any claim for breach of this provision shall be reviewable in Riverside County Superior Court for a determination of liability and damages. The Parties further acknowledge and agree that at the time that this Agreement is being entered into, it is difficult to ascertain the actual damages in the event of a breach. Because damages related to a breach of the confidentiality provision may be extremely difficult to calculate, if not entirely impracticable to calculate, the Parties have agreed that there should be a liquidated damages amount that they believe would act as a minimum amount of awardable damages should a breach of the confidentiality provision of this agreement occur. The agreed to amount of liquidated damages is \$500 per occurrence. For purposes of calculating an occurrence, each day that a breach of the confidentiality provision continues, after notice of a breach is given and if it is not eliminated within 7 business days of the notice to the party alleged to be in breach, it shall be counted as a new occurrence each and every following day thereafter. The Parties agree that this minimum amount of liquidated damages represents a reasonable endeavor by the Parties to ascertain what the actual damages would be. No actual damages need to be proved in order to recover liquidated damages.

19. City Approval. The City shall approve this Agreement by way of an agenda item on a public agenda at a regularly noticed City Council meeting in accordance with the Brown Act (Gov. Code, §§ 54950 et seq.), and shall provide copies of the Agreement in accordance therewith, and to persons requesting the Agreement in accordance with the California Public Records Act (Gov. Code, §§ 6250 et seq.)

20. Mutual Release of Claims.

20.1 Each Party to this Agreement hereby now and forever expressly releases and discharges the other Parties, their agents, servants, elected and appointed officials, employees, representatives, predecessors, successors, assigns, assignors, attorneys, and independent contractors, from any and all claims, demands, disputes, controversies, causes of action, damages, rights, liabilities, obligations, costs, and expenses, if any, of whatever character and nature arising under federal, state or local laws, regulations, or ordinances, or arising in equity,

known or unknown, suspected or unsuspected, arising out of or related to the Action ("Release"). The Release set forth above in this section is a release of ALL claims, demands, causes of action, obligations, damages, and liabilities of any nature whatsoever that are described in the Release and is intended to encompass all known and unknown, foreseen and unforeseen claims which the Parties may have as a result of the Action, except for any claims which may arise from the terms of this Agreement and any default occurring after the Effective Date (defined below). Nothing herein shall be construed as waiving or limiting any Party's right to enforce the terms of this Agreement occurring on or after the Effective Date.

20.2 Said Release does not include claims arising from Project build out for any alleged physical property damage, wrongful death or any other personal injury or harm, loss of business or business profits, or emotional distress.

21. Effect of Release; Unknown Claim. The foregoing mutual releases shall be self-executing upon execution of this Agreement and shall extend to all claims, including those that the Parties do not presently know or suspect exist related to the Action. Thus, with respect to the claims that are the subject of the mutual releases set forth in this Agreement, the Parties expressly waive their rights under California Civil Code section 1542, which provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

The Parties having read and understood Civil Code section 1542, expressly waive and relinquish all rights and benefits afforded by Civil Code section 1542 as it relates to the matters raised in the Action only and do so understanding and acknowledging the significance of this specific waiver.

22. Principals or Officers. To the Parties' enforcement of the terms and conditions of this Agreement, Pardee, the Resort, and CVAN each shall provide the names of each Party's principals or officers and such persons shall be listed in Exhibit "G" to this Agreement. In the event there is a change in Pardee's, the Resort's, or CVAN's principals or officers, such Party shall provide written notification of any new principal or officer to all other Parties within 30 days of a written request by a Party to do so.

23. Authorized Representative. Each Party shall designate a person who is authorized to represent that Party for all purposes under this Agreement ("Authorized Representative"), and Exhibit "H" to this Agreement shall include the name, mailing address, email address, and telephone number of each Party's Authorized Representative. The Resort's Authorized Representative may be one of the persons identified on Exhibit "G". In the event the designated person is no longer authorized to represent the Party, the Party shall provide written notification of a new designee to all other Parties within 30 days of any change pursuant to Section 29.10 of this Agreement.

24. Dispute Resolution. Any controversies, disputes or claims relating to the interpretation or enforcement of any material provision or respective rights, duties or obligations of the Parties under this Agreement shall be subject to written notification to the Party or Parties alleged to have breached this Agreement. The Party in alleged breach shall have 90 days to cure or address the alleged issue. If, at the end of the 90-day period, the Party claiming a breach does not believe the issue or issues are resolved, the Parties shall have the right to extend the cure period. Alternatively, if there is no agreement to extend this period, the aggrieved Party may seek to resolve the matter through mediation using an agreed upon mediator. If, after 120 days, the Parties are unable to resolve the dispute, only then may the aggrieved Party seek judicial relief. A waiver of a breach, failure of condition, or any right or remedy contained in or granted by the provisions of this Agreement is effective only if it is in writing and signed by the Party waiving the breach, failure, right, or remedy.

25. Stipulated Judgment (Dismissal of the Action).

25.1 The Parties agree that the terms of this Agreement, and only the terms of this Agreement, shall constitute the terms of a Stipulated Judgment to be entered in the Action. Within 10 days of the Effective Date, as defined in Section 28 below, the Parties further agree to petition the Riverside County Superior Court jointly for entry of a Stipulated Judgment that is substantially in conformity with the [Proposed] Stipulated Judgment and Order attached as Exhibit "I" to this Agreement. The Stipulated Judgment shall provide that the Action be dismissed with prejudice, and shall provide for the continuing and exclusive jurisdiction of the presiding trial court judge in the Action, Riverside Superior Court Judge Daniel A. Ottolia, with respect to the future performance of the terms of this Agreement pursuant to Code of Civil Procedure section 664.6. (*Wackeen v. Malis* (2002) 97 Cal.App.4th 429, 439-440.) In the event Judge Ottolia is unavailable, the Court shall appoint another Riverside County Superior Court judge who has been appointed to preside over CEQA cases. Counsel for Pardee will coordinate the filing of the [Proposed] Stipulated Judgment and Order and will make available conformed copies to the Resort and CVAN within 3 days of filing. If the court does not enter a stipulated judgment dismissing the Action in substantial conformity with this Agreement, this Agreement shall have no force and effect.

25.2 No Party shall be entitled to file a motion in the Resort Action or CVAN Action pursuant to Code of Civil Procedure section 664.6, except to seek enforcement of the Stipulated Judgment and only after the Party has complied with the dispute resolution provisions provided in Section 24 of this Agreement.

26. Judicial Enforcement of Judgment. The Riverside County Superior Court shall retain jurisdiction to enforce this Agreement under Code of Civil Procedure section 664.6.

27. Compliance with All Laws. Nothing in this Agreement shall be construed to constrain or limit the City's ability to comply with the law, including but not limited to the California Public Records Act.

28. Effective Date. This Agreement is conditioned upon and will take effect only upon approval by each of the Parties, demonstrated by their respective signatures to this Agreement. The date the last of these events occurs constitutes the "Effective Date" of this Agreement.

29. General Provisions.

29.1 Ambiguity. The Parties acknowledge that this Agreement was jointly prepared by them, by and through their respective legal counsel, and any uncertainty or ambiguity existing herein shall not be interpreted against any of the Parties, but otherwise shall be interpreted according to the application of the rules on interpretation of contracts.

29.2 Assistance of Counsel. The Parties each specifically represent that they have consulted to their satisfaction with and received independent advice from their respective counsel prior to executing this Agreement concerning its terms and conditions.

29.3 Authority to Sign. The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized by law and existing; (ii) the signatories are duly authorized to execute and deliver this Agreement on behalf of said Party and to bind that Party, including its directors, officers, members, managers, agents, successors and assigns; (iii) by so executing this Agreement, such Party is formally bound to its provisions; and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said Party is bound.

29.4 Counterparts. This Agreement may be executed in counterparts, including the execution of facsimile, or e-mail portable document format ("PDF") copies, and the exchange of signatures by facsimile, or e-mail PDF, with the same effect as if all original signatures were placed on one document, and which, when taken together, will constitute one original agreement.

29.5 Enforcement Costs. Should any legal action be required to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which that Party may be entitled. As used herein, the "prevailing party" shall be the party determined as such by a court of law pursuant to the definition in Code of Civil Procedure section 1032 (a)(4), as it may be subsequently amended.

29.6 Entire Agreement. This Agreement constitutes the entire agreement between the Parties that have executed it, and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied, between the Parties to this Agreement for the Action. The Parties to this Agreement each acknowledge that no representations, inducements, promises, agreements, or warranties, oral or otherwise, have been made by them, or by anyone acting on their behalf, which are not embodied in this Agreement, that they have not executed this Agreement in reliance on any such representation, inducement, promise, agreement or warranty, and that no representation, inducement, promise, agreement or warranty not contained in this Agreement, including, but not limited to, any purported supplements, modifications, waivers, or terminations of this Agreement shall be valid or binding, unless executed in writing by all of the Parties to this Agreement.

29.7 Governing Law and Venue. This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed under the laws of said state without giving effect to conflicts of laws principles. Venue for any action to enforce any claim under this Agreement shall lie solely and exclusively in Riverside County Superior Court, located at 4050 Main Street in Riverside, California.

29.8 Headings. Headings at the beginning of each numbered section of this Agreement are solely for the convenience of the Parties and are not a substantive part of this Agreement.

29.9 Non-Admission of Liability. The Parties acknowledge and agree that this Agreement is a settlement of disputed claims. Neither the fact that the Parties have settled nor the terms of this Agreement shall be construed in any manner as an admission of any liability by any Party hereto, or any of its employees, or an affiliated person(s) or entity/ies.

29.10 Notices. Any notice, demand, request, document, consent, approval, or communication that any Party to this Agreement desires or is required to give to the other Parties or any other person or entity regarding this Agreement shall be in writing and either served personally or sent by prepaid, certified first-class mail, with the exception that attorneys may be notified by electronic mail as indicated below to:

To: PARDEE

Mike Taylor
Division President of Inland Empire
Pardee Homes
2120 Park Place, Suite 120
El Segundo, CA 90245
mike.taylor@pardeehomes.com

With a copy to:

Chris Hallman, General Counsel
Pardee Homes
2120 Park Place, Suite 120
El Segundo, CA 90245
chris.hallman@pardeehomes.com

To: CVAN

Cherry Valley Pass Acres & Neighbors
P.O. Box 3257
Beaumont, CA 92223-1204
ATTN: Ms. Patsy Reeley

With a copy to:

Robert C. Goodman, Esq.
D. Kevin Shipp, Esq.
ROGERS JOSEPH O'DONNELL
311 California Street, 10th Floor
San Francisco, CA 94104
rgoodman@rjo.com
kshipp@rjo.com

To: CITY

City Manager
City of Banning
99 E. Ramsey Street
Banning, CA 92220

With a copy to:

David J. Aleshire, Esq.
Aleshire & Wynder, LLP
18881 Von Karman Avenue, Suite 1700
Irvine, CA 92612
daleshire@awattorneys.com

To: RESORT

Tina Kummerle
President, Highland Springs Resort
10600 Highland Springs Avenue
Beaumont, CA 92223
tina.k@hsresort.com

With a copy to:

Douglas P. Carstens, Esq.
Amy Minter, Esq.
CHATTEN-BROWN & CARSTENS
2200 Pacific Coast Highway, Suite 318
Hermosa Beach, CA 90254
acm@cbcearthlaw.com
dpc@cbcearthlaw.com

To: CVEPG

Cherry Valley Environmental Planning Group
10065 Frontier Trail
Cherry Valley, CA 92223
ATTN: Mr. Patrick Doherty

With a copy to:

Robert C. Goodman, Esq.
D. Kevin Shipp, Esq.
ROGERS JOSEPH O'DONNELL
311 California Street, 10th Floor
San Francisco, CA 94104
rgoodman@rjo.com
kshipp@rjo.com

29.11 Recitals. The Recitals set forth in the beginning of this Agreement are hereby incorporated into the terms of the Agreement as though set forth in full herein.

29.12 Severability. Should any portion, word, clause, phrase, sentence or paragraph of this Agreement be declared void or unenforceable, such portion shall be considered independent and severable from the remainder, the validity of which shall remain unaffected.

29.13 Singular and Plural. Whenever required by the context, as used in this Agreement, the singular shall include the plural, and the masculine gender shall include the feminine and the neuter, and the feminine gender shall include the masculine and the neuter.

29.14 Successors and Assigns. This Agreement and all terms and provisions shall inure to the benefit of and be binding upon the heirs, legal representatives, successors, assignees and delegates of the parties hereto. Any heir, legal representative, successor, assignee or delegate shall be fully bound by each and every applicable term and condition of this Agreement, as though a signatory thereto.

29.15 Waiver. Failure to insist on compliance with any term, covenant or condition contained in this Agreement shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power contained in this Agreement at any one time or more times be deemed a waiver or relinquishment of any right or power at any other time or times.

List of Attachments:

- A: Parties' Letter in Support of County Amending General Plan
- B: Restrictive Covenant on Lot 13 of recorded Tract No. 34330
- C: Proposed Resort Deed - Legal Description
- D: Proposed Resort Deed – Graphic Depiction
- E: Revocable License Agreement
- F: Letter of Non-Opposition from the Resort, CVAN and CVPEG to the Court
- G: Parties' Officers or Principals
- H: Authorized Representatives and Contact Information
- I: [Proposed] Stipulated Judgment

[SIGNATURE PAGES FOLLOW]

PARDEE HOMES

Date: _____

By: _____
Name: ~~Mike Taylor~~ *TAM MITCHELL*
Title: ~~Division President of Inland Empire~~
Pardee Homes

CITY OF BANNING

Date: _____

By: _____
Name: _____
Title: _____

HIGHLAND SPRINGS RESORT

Date: _____

By: _____
Name: Tina Kummerle
Title: President

CHERRY VALLEY PASS ACRES AND NEIGHBORS

Date: _____

By: _____
Name: Patsy Reeley
Title: President

CHERRY VALLEY ENVIRONMENTAL PLANNING GROUP

Date: _____

By: _____
Name: Patrick Doherty
Title: President

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PARDEE HOMES

Date: _____

By: _____
Name: Mike Taylor
Title: Division President of Inland Empire

CITY OF BANNING

Date: _____

By: _____
Name: _____
Title: _____

HIGHLAND SPRINGS RESORT

Date: _____

By: Tina Kummerle
Name: Tina Kummerle
Title: President

CHERRY VALLEY PASS ACRES AND
NEIGHBORS

Date: _____

By: _____
Name: Patsy Reeley
Title: President

CHERRY VALLEY ENVIRONMENTAL
PLANNING GROUP

Date: _____

By: _____
Name: Patrick Doherty
Title: President

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PARDEE HOMES

Date: _____

By: _____
Name: Mike Taylor
Title: Division President of Inland Empire

CITY OF BANNING

Date: _____

By: _____
Name: _____
Title: _____

HIGHLAND SPRINGS RESORT

Date: _____

By: _____
Name: Tina Kummerle
Title: President

CHERRY VALLEY PASS ACRES AND NEIGHBORS

Date: November 3, 2014

By: *Patsy Reesley*
Name: Patsy Reesley
Title: President

CHERRY VALLEY ENVIRONMENTAL PLANNING GROUP

Date: November 3, 2014

By: *Patrick Doherty*
Name: Patrick Doherty
Title: President

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EXHIBIT A

**Parties' Letter in Support of County
Amending General Plan**

November ____, 2014

Via U.S. Mail and E-mail (klovelad@rctlma.org)

Kristi Lovelady, Principal Planner
County of Riverside
4080 Lemon Street, 12th Floor
Riverside, CA 92501

Re: General Plan Amendment No. 960
Removal of Extension Cherry Valley Boulevard from Circulation Element

Dear Ms. Lovelady,

On behalf of the Highland Springs Resort, Cherry Valley Pass Acres and Neighbors, the Cherry Valley Environmental Planning Group, and Pardee Homes, we submit these comments on General Plan Amendment No. 960 to request the removal of the extension of Cherry Valley Boulevard east of Highland Springs Avenue to Wilson Street from the Circulation Element of the County General Plan.

The Highland Springs Resort is located in the community of Cherry Valley, within the Pass Area of the County's General Plan. The resort is "a popular conference retreat with a picturesque lodge and convenient connections to surrounding natural features via trail systems." (General Plan Amendment No. 690, Pass Area Plan, p. 9.) Cherry Valley Acres and Neighbors and the Cherry Valley Environmental Planning Group are citizens groups dedicated to preserving the environmental values and unique character of Cherry Valley. As described in the Pass Area Plan, Cherry Valley is a rural community characterized by charming orchards, large-lot residential, agricultural and animal-keeping uses. (General Plan Amendment No. 690, Pass Area Plan, pp. 8-9.) To retain the rural charm, the County LAFCO has designated Cherry Valley as an unincorporated community.

On March 27, 2012, the City of Banning approved Pardee Homes' application for the Butterfield Specific Plan. The Butterfield Specific Plan authorizes 5,387 new residences, parks, schools, commercial uses, and open space on 1,522 acres of undeveloped land located in the northern portion of the City of Banning, east of Highland Springs Avenue. The Specific Plan area is adjacent to the community of Cherry Valley and the Resort's property. The environmental review conducted for the Specific Plan determined that the circulation system approved by the City would satisfy City and County traffic standards, without requiring the future extension of Cherry Valley Boulevard depicted in the Circulation Element. Since its 2012 approval, Pardee Homes has agreed to reduce the number of dwelling units planned for this site to 4,862 units, and remove the proposed golf course from

Ms. Kristi Lovelady
November __, 2014
Page 2

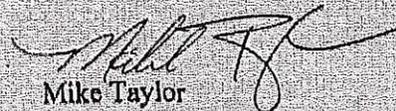
the project. Given that the City's traffic analyses had already determined that the future extension of Cherry Valley Boulevard was unnecessary, even with 5,387 homes and the golf course, these reductions ensure that the Specific Plan area will be adequately served without the need for extension of Cherry Valley Boulevard. Further, the circulation system and development plan that was approved for the Specific Plan eliminated the Highland Home Road extension to Brookside Avenue, and re-configured traffic through the center of the Specific Plan area, making the extension of Cherry Valley Boulevard unnecessary to the Butterfield Specific Plan development.

In addition, further development in the area is constrained by land use restrictions, agricultural easements, and the San Bernardino National Forest. Accordingly, the Highland Springs Resort, Cherry Valley Acres and Neighbors, Cherry Valley Environmental Planning Group, and Pardee Homes all respectfully request that the County remove the future extension of Cherry Valley Boulevard between Highland Springs Avenue and Wilson Street from the Circulation Element of the Riverside County General Plan.

Sincerely,



Tina Kummerle
President
Highland Springs Resort



Mike Taylor
Division President of Inland Empire
Pardee Homes

Patrick Doherty
President
Cherry Valley Environmental Planning Group

Patsy Reeley
President
Cherry Valley Pass Acres and Neighbors

EXHIBIT B

**Restrictive Covenant on Lot 13 of recorded
Tract No. 34330**

RECORDING REQUESTED BY
Brownstein Hyatt Farber Schreck, LLP

AND WHEN RECORDED, RETURN TO:
Diane De Felice, Esq.
Brownstein Hyatt Farber Schreck, LLP
2049 Century Park East, Suite 3550
Los Angeles, CA 90067-3007
Telephone (310) 500-4600

THIS SPACE RESERVED FOR RECORDER ONLY
(Gov. Code § 27361.6)

RESTRICTIVE COVENANT

This RESTRICTIVE COVENANT (this **Covenant**) is made this ____ day of _____, _____ by Pardee Homes, a California corporation (the **Grantor**), in favor of Highland Springs Resort, a corporation organized under the laws of the State of California. The legal name of the entity is Highland Springs Conference and Training Center, which is doing business as (dba) "Highland Springs Resort," "123 Farm," and "Highland Springs Conference and Training Center" (hereinafter the **Grantee**).

RECITALS

WHEREAS, Grantor received approval from the City of Banning (the **City**) for a master planned community with residential and commercial development situated on a total of approximately 1,543 acres in the City of Banning, State of California which is sometimes known and referred to as the Butterfield Specific Plan Area and is described with specificity in attached Exhibit A and is depicted graphically in attached Exhibit B (the **Development**).

WHEREAS, Grantee owns a commercial resort operation on approximately 2,400 acres of land, some of which are adjacent to and adjoin the Development, and is described with specificity in attached Exhibit C and is depicted graphically in attached Exhibit D (the **Resort**).

WHEREAS, Grantee filed a lawsuit against the City [*Highland Springs Resort v. City of Banning, et al.* (Riverside County Superior Court Case No RIC1206246, Consolidated with Case No. RIC 1206271)] challenging the City's approval of the Development on the grounds that the Environmental Impact Report for the Development failed to consider and address certain significant adverse impacts as required by the California Environmental Quality Act (the **CEQA Litigation**).

WHEREAS, rather than engaging in protracted adversarial proceedings, Grantor and Grantee agreed to settle the CEQA Litigation by, among other things, Grantor's grant of this Covenant over certain portions of the Development, which areas are described with specificity in attached Exhibit E and are depicted graphically in attached Exhibit F (the **Restricted Property**).

WHEREAS, this Covenant is Grantor's agreement to have no structural development on the Restricted Property except as provided in the terms hereinafter:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor covenants and agrees and Grantee accepts as follows:

1. Covenant. Except as otherwise provided in Paragraph 4 below, Grantor covenants and agrees to maintain the Restricted Property in an open, natural and scenic condition with passive use recreational amenities (the **Property Attributes**). This Covenant is intended to be a covenant running with the land under California Civil Code section 1460 et seq.

2. Reserved Rights. Grantor reserves to itself, and to its successors and assigns, all rights accruing from its ownership of the Restricted Property, including the right to perform any act not specifically prohibited or limited by this Covenant and including the right to use the Restricted Property to meet any open space or similar requirements imposed on Grantor by the County, provided such acts do not substantially diminish or impair the Property Attributes of the Restricted Property. Further, Grantor specifically reserves the right to construct certain utility infrastructure and other appurtenances as specifically set forth in Paragraph 4. Grantor's reserved ownership rights which include, but are not limited to, the right to exclude any member of the public from trespassing on the Restricted Property, the right to honor existing easements across the Restricted Property, the right to grant underground utility easements and the right to engage in or permit or invite others to engage in all uses of the Restricted Property that are not expressly prohibited or restricted herein and that do not substantially diminish or impair the Restricted Property's Property Attributes. Without limiting the generality of the foregoing, Grantor also reserves the right to engage in all activities which a landowner is entitled, including its' interest in underlying mineral and water rights, and oil, gas, and other hydrocarbon substances, as well as any recreational activities, all of which are to be enjoyed solely by the Grantor, its successors and assigns and their licensees and permittees, so long as they are undertaken in compliance with applicable state and federal laws and regulations and pursued in a manner that does not substantially diminish or impair the Property Attributes of the Restricted Property. Grantor hereby reserves the right to transfer development rights from the Restricted Property to any other portion of the Development (other than the Restricted Property). Additionally, the Restricted Property may be used for the purpose of calculating permissible development density and/or open space/recreational use credits for the Development generally.

3. Prohibited Acts. Any activity on or use of the Restricted Property inconsistent with the purpose of this Covenant, subject to the provisions of Paragraph 4 below, is expressly prohibited.

4. Permitted Acts. Notwithstanding anything herein to the contrary, Grantor may make the following uses of and improvements to the Restricted Property:

(a) Water Storage Tanks. Grantor may construct on the Restricted Property water storage tanks and public utility facilities as described in the Butterfield Specific Plan. In the event of any contradiction between the terms and provisions of this Covenant and the Butterfield Specific Plan as to public utility and/or infrastructure improvements that exist or to be constructed in the Restricted Property, the terms and provisions of the Butterfield Specific Plan shall supersede and control. Grantor shall use its best efforts to locate the water tanks at the approximate latitude of 33.96 north and longitude of 116.93 west, provided that this location meets the City's engineering requirements for the adequate functioning of the water tanks, which determination is subject to confirmation by the City's engineers. In the event that either regulations, geologic features or other limiting factors prohibit placing the water tanks in the identified location, Grantor shall locate the water tanks in the closest feasible location. If more than one alternative location is feasible, preference shall be given to the site that is the farthest north, provided that the costs for construction and operation of the tanks do not significantly exceed that of a site located elsewhere. The City retains authority to make the final decision on tank siting which may be based on factors of utility for the intended purpose and cost.

(b) Fire Station. Grantor may construct a fire station at the southeast corner of the Restricted Property as contemplated under the Butterfield Specific Plan.

(c) Service Roads. Grantor may construct and/or reconstruct service roads in and across the Restricted Property as necessary or appropriate to access the water storage tanks and public utility facilities, the exact location of which shall be at Grantor's sole discretion.

(d) Utilities. Standard utilities, including water, sewer, gas, as well as road access, are needed to serve the water tanks and fire station.

(e) Power Lines. The existing power transmission lines that cross the Restricted Property may remain and/or be relocated on the Restricted Property. New, above-ground power lines may be erected to serve the tanks and fire station.

(f) Drainage Facilities. Grantor may construct detention basins and other drainage and debris facilities on the Restricted Property as contemplated under the Butterfield Specific Plan.

(g) Landscaping/Irrigation. Grantor anticipates infrastructure will include surrounding landscaping which will include irrigation facilities, and other necessary irrigation as contemplated under the Butterfield Specific Plan.

5. Rights of Grantee. To accomplish the purpose of this Covenant, the following rights are hereby conveyed to Grantee:

(a) To enforce the terms of this Covenant to preserve and protect the Property Attributes of the Restricted Property;

(b) To enter upon the Restricted Property at reasonable times in order to monitor Grantor's compliance with and otherwise enforce the terms of this Covenant; provided that, except in cases of emergency, such entry shall be upon not less than five (5) day prior written notice to Grantor, in which event Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Restricted Property; and

(c) To prevent any activity on or use of the Restricted Property that is inconsistent with the purpose of this Covenant.

6. Enforcement. If Grantee believes a violation of this Covenant has occurred, Grantee shall notify Grantor in writing of the nature of the alleged violation. Upon receipt of this written notice, Grantor shall either: (a) diligently work to restore the Restricted Property to its condition prior to the violation; or (b) provide a written explanation to Grantee of the reason why the alleged violation should be permitted. If clause (b) above is applicable, the Parties agree to meet as soon as possible to resolve this difference. If a resolution of this difference cannot be achieved at the meeting or within ninety (90) days of written notification of a potential violation, the parties agree to meet with a mediator to attempt to resolve the dispute pursuant to Paragraph 7 of this Covenant below.

(a) Costs. Should any legal action be required to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which that party may be entitled. As used herein, the "prevailing party" shall be the party determined as such by a court of law pursuant to the definition in Code of Civil Procedure section 1032 (a)(4), as it may be subsequently amended.

(b) Acts Beyond Grantor's Control. Nothing contained in this Covenant shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Restricted Property resulting from causes beyond Grantor's control or force majeure events, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Restricted Property or to any person resulting from such causes.

7. Dispute Resolution. Any controversies, disputes or claims relating to the interpretation or enforcement of any material provision or respective rights, duties or obligations of the Parties under this Agreement shall be subject to written notification to the party or parties alleged to have breached this Agreement. The party in alleged breach shall have ninety (90) days to cure or address the alleged issue. If, at the end of the 90-day period, the party claiming a breach does not believe the issue or issues are

resolved, the parties shall have the right to extend the cure period. Alternatively, if there is no agreement to extend this period, the aggrieved party may seek to resolve the matter through mediation using an agreed upon mediator. The parties will split the costs for mediation services. If, after one hundred and twenty (120) days, the parties are unable to resolve the dispute, only then may the aggrieved party seek judicial relief. A waiver of a breach, failure of condition, or any right or remedy contained in or granted by the provisions of this Agreement is effective only if it is in writing and signed by the party waiving the breach, failure, right, or remedy.

8. Transfer of Restricted Property. Grantor shall have the right to convey the Restricted Property subject to the terms of this Covenant and assign its rights and obligations under this Covenant to such transferee, provided such transferee expressly agrees to assume the responsibility imposed on Grantor by this Covenant.

9. Perpetual Duration. The restrictions and obligations created by this Covenant shall be a servitude running with the Restricted Property in perpetuity. Every provision of this Covenant that applies to Grantor or Grantee shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear; provided, however, (i) that either party's rights and obligations under this Covenant shall terminate (as to such party, but not as to such party's successor, who shall be bound as provided herein) upon a transfer of such party's entire interest in this Covenant or the Restricted Property, except that liability of such transferring party for act or omissions occurring prior to such transfer shall survive the transfer; and (ii) Grantee's rights hereunder are indivisible and may only be assigned to a single person, entity or association, and in no event shall Grantor be responsible and/or liable hereunder to more than one person, entity or association.

10. Notices. Any notices required by this Covenant shall be in writing and shall be personally delivered to or sent by certified mail, return receipt requested, to Grantor and Grantee respectively at the following addresses, unless a party has been notified by the other of a change of address:

Grantor: Pardee Homes
Attention: Chris Hallman, General Counsel
2120 Park Place, Suite 120
El Segundo, CA 90245

With a copy to:

Brownstein Hyatt Farber Schreck, LLP
Attention: Diane C. De Felice, Esq.
2049 Century Park East, Suite 3550
Los Angeles, CA 90067-3007
ddefelice@bhfs.com

Grantee: Highland Springs Resort
Attention: Tina Kummerle, President
Highland Springs Resort
10600 Highland Springs Avenue
Beaumont, CA 92223

With a copy to:

Douglas P. Carstens, Esq.
Amy Minter, Esq.
CHATTEN-BROWN & CARSTENS
2200 Pacific Coast Highway, Suite 318
Hermosa Beach, CA 90254
acm@cbcearthlaw.com
dpc@cbcearthlaw.com

11. Recording. This Covenant shall be recorded by Grantor in the Official Records of the County of Riverside, State of California.

12. Acceptance. Grantee hereby accepts without reservation the rights and responsibilities conveyed by this Covenant.

13. General Provisions.

(a) Ambiguity. The Parties acknowledge that this Agreement was jointly prepared by them, by and through their respective legal counsel, and any uncertainty or ambiguity existing herein shall not be interpreted against any of the Parties, but otherwise shall be interpreted according to the application of the rules on interpretation of contracts.

(b) Amendment. If the circumstances arise under which an amendment to or modification of this Covenant would be appropriate, Grantor and Grantee are free to jointly amend this Covenant. Any amendment must be in writing, signed by both parties, and recorded in the Official Records of the Recorder of Riverside County, California.

(c) Assistance of Counsel. The Parties each specifically represent that they have consulted to their satisfaction with and received independent advice from their respective counsel prior to executing this Agreement concerning its terms and conditions.

(d) Authority to Sign. The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such party is duly organized by law and existing; (ii) the signatories are duly authorized to execute and deliver this Agreement on behalf of said party and to bind that party, including its directors, officers, members, managers, agents, successors and assigns; (iii) by so executing this Agreement, such party is

formally bound to its provisions; and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said party is bound.

(e) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

(f) Change of Conditions. A change in the potential economic value of any use that is prohibited by or inconsistent with this Covenant, or a change in any current or future uses of neighboring properties, shall not constitute a change in conditions that makes it impossible or impractical for continued use of the Restricted Property for open space purposes and shall not constitute grounds for terminating the Covenant.

(g) Counterparts. This Agreement may be executed in counterparts, including the execution of facsimile, or e-mail portable document format ("PDF") copies, and the exchange of signatures by facsimile, or e-mail PDF, with the same effect as if all original signatures were placed on one document, and which, when taken together, will constitute one original agreement.

(h) Governing Law and Venue. This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed under the laws of said state without giving effect to conflicts of laws principles. Venue for any action to enforce any claim under this Agreement shall lie solely and exclusively in Riverside County Superior Court, located at 4050 Main Street in Riverside, California.

(i) Joint Obligations. If more than one owner owns the Restricted Property at any time, the obligations imposed by this Covenant upon Grantor shall be joint and several.

(j) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

(k) Non-Merger. No merger shall be deemed to have occurred hereunder or under any documents executed in the future affecting this Covenant or the Restricted Property.

(l) Recitals. The Recitals set forth in the beginning of this Agreement are hereby incorporated into the terms of the Agreement as though set forth in full herein.

(m) Severability. Should any portion, word, clause, phrase, sentence or paragraph of this Agreement be declared void or unenforceable, such portion shall be considered independent and severable from the remainder, the validity of which shall remain unaffected.

(n) Successors. The covenants, terms, conditions, and restrictions of this Covenant shall be binding upon, and inure to the benefit of, the parties hereto, and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Restricted Property.

(o) Termination of Rights and Obligations. Although this Covenant shall survive any transfer of the Restricted Property, a party's rights and obligations under this Covenant terminate upon transfer of the party's interest in the Covenant or Restricted Property, except for liability for acts or omissions occurring prior to transfer shall survive transfer.

IN WITNESS WHEREOF, Grantor, intending to legally bind itself, has set its hand on the date first written above.

GRANTOR:

Pardee Homes

GRANTEE:

Highland Springs Resort

By: _____
Name: Joe M. D. Hill
Title: VP Pardee Homes

By: _____
Name: _____
Title: _____

ATTACHMENTS:

- Exhibit A – Butterfield Specific Plan Area – Legal Description
- Exhibit B – Butterfield Specific Plan Area – Graphic Depiction
- Exhibit C – Highland Springs Resort – Legal Description
- Exhibit D – Highland Springs Resort – Graphic Depiction
- Exhibit E – Restricted Property – Legal Description
- Exhibit F – Restricted Property– Graphic Depiction

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(n) Successors. The covenants, terms, conditions, and restrictions of this Covenant shall be binding upon, and inure to the benefit of, the parties hereto, and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Restricted Property.

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IN WITNESS WHEREOF, Grantor, intending to legally bind itself, has set its hand on the date first written above.

GRANTOR:

Pardee Homes

GRANTEE:

Highland Springs Resort

By: _____
Name: M. D. Hill
Title: Pardee Homes

By: _____
Name: _____
Title: _____

ATTACHMENTS:

- Exhibit A – Butterfield Specific Plan Area – Legal Description
- Exhibit B – Butterfield Specific Plan Area – Graphic Depiction
- Exhibit C – Highland Springs Resort – Legal Description
- Exhibit D – Highland Springs Resort – Graphic Depiction
- Exhibit E – Restricted Property – Legal Description
- Exhibit F – Restricted Property– Graphic Depiction

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GRANTOR:

Pardee Homes

GRANTEE:

Highland Springs Resort

By: _____
Name: _____
Title: _____

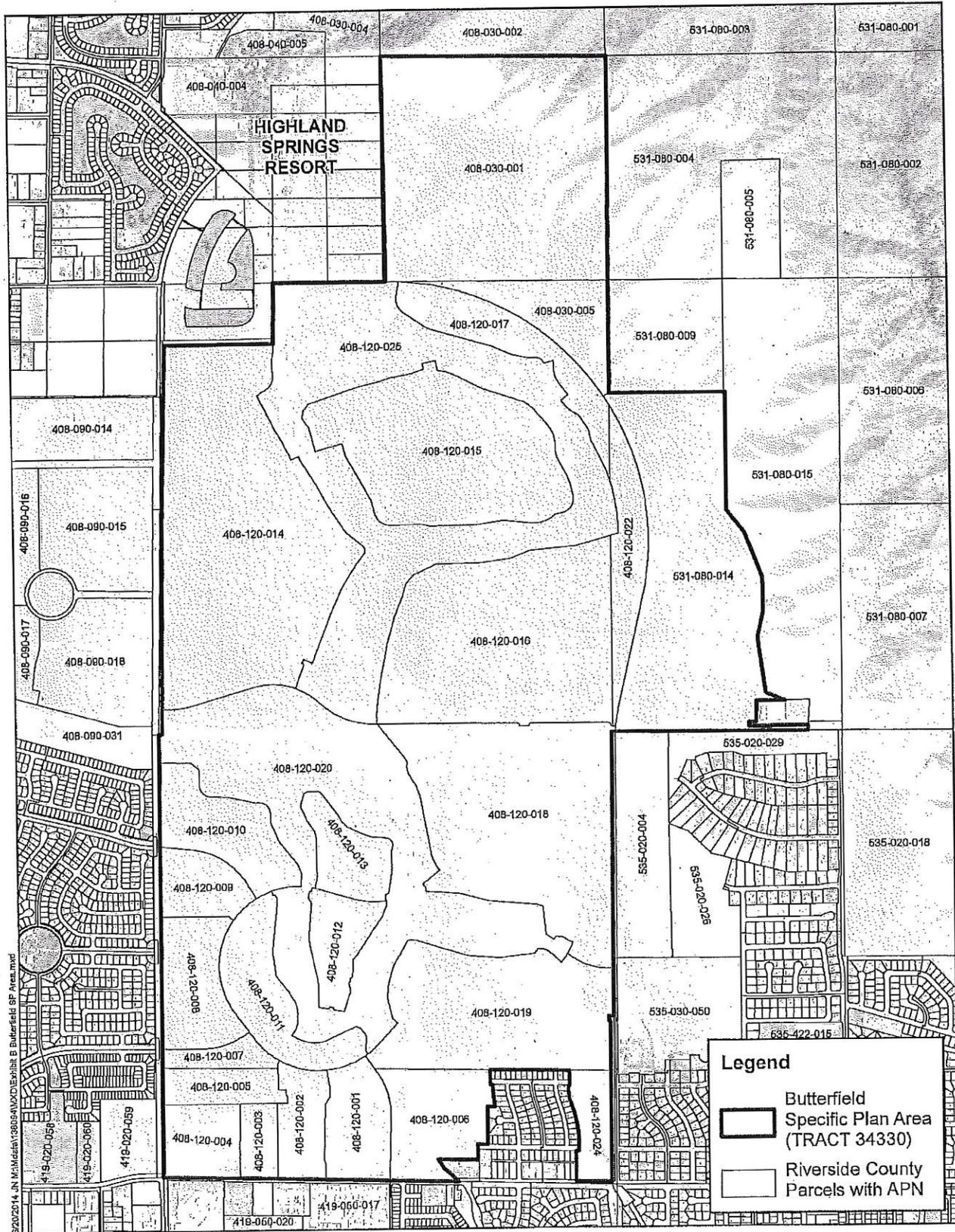
By: J K C
Name: Tina Kummelle
Title: President

ATTACHMENTS:

- Exhibit A – Butterfield Specific Plan Area – Legal Description
- Exhibit B – Butterfield Specific Plan Area – Graphic Depiction
- Exhibit C – Highland Springs Resort – Legal Description
- Exhibit D – Highland Springs Resort – Graphic Depiction
- Exhibit E – Restricted Property – Legal Description
- Exhibit F – Restricted Property– Graphic Depiction

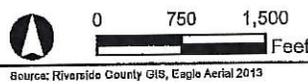
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EXHIBIT A



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TRACT NO. 34330



Butterfield Specific Plan Area - Graphic Depiction

Exhibit B

RESTRICTIVE COVENANT

EXHIBIT C

RESTRICTIVE COVENANT

EXHIBIT "C"

LEGAL DESCRIPTION

HIGHLAND SPRINGS RESORT

PARCEL 1:

THOSE PORTIONS OF LOTS 19 AND 20 OF GLEN EYRIE HEIGHTS, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 8, PAGE 76 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF OVERLAND TRAIL (LOT J) NORTHEASTERLY OF THE NORTHEASTERLY LINE OF CHERRY VALLEY BLVD. (LOT S), AS SHOWN BY MAP OF TRACT NO. 4636-1 ON FILE IN BOOK 77, PAGES 90 THROUGH 98 THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 2:

LOTS 25, 26, 27, 28, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61 AND 62 OF GLEN EYRIE HEIGHTS, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 8, PAGE 76 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THAT PORTION OF LOTS 25 AND 26 LYING WITHIN TRACT 14209-1 AS PER MAP RECORDED IN BOOK 133, PAGES 33 THROUGH 38 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPT THAT PORTION OF LOTS 27, 28, 39, 40 AND 41 LYING SOUTHWEST OF THE FOLLOWING DESCRIBED LINE.

BEGINNING AT THE CENTERLINE INTERSECTION OF CHERRY VALLEY BOULEVARD AND HIGHLAND SPRINGS AVENUE AS SHOWN ON MAP OF TRACT 4636-1 IN BOOK 11, PAGES 90 TO 98 INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE SOUTH 48°25'52" EAST, 1,781.43 FEET TO A POINT ON THE EAST LINE OF LOT 39 IN SAID GLEN EYRIE TRACT, SAID POINT BEING THE SOUTHEAST TERMINUS OF SAID LINE BEING DESCRIBED.

PARCEL 3:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS;

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 25;

THENCE NORTH 89°42'00" EAST, 543.90 FEET ON THE EAST AND WEST CENTERLINE OF SAID SECTION, SAID LINE BEING THE NORTH LINE OF LOT 25 OF GLEN EYRIE HEIGHTS, AS PER MAP RECORDED IN BOOK 8, PAGE 76 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER TO THE SOUTHWEST CORNER OF THAT CERTAIN UN-NUMBERED LOT LYING NORTH AND WEST OF LOT 61 OF SAID GLEN EYRIE HEIGHTS;

THENCE NORTH 28°43'00" EAST, 385.93 FEET ON THE WEST LINE OF SAID UN-NUMBERED LOT TO AN ANGLE POINT THEREON;

THENCE SOUTH 39°00'00" WEST 9.98 FEET;

THENCE SOUTH 89°42'00" WEST, 812.20 FEET TO THE WEST LINE OF SAID SECTION 25;

THENCE SOUTH 01°53'00" WEST, 330.00 FEET ON SAID WEST LINE TO THE POINT OF BEGINNING.

PARCEL 4:

THAT PORTION OF GLEN EYRIE HEIGHTS IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 8, PAGE 76 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING NORTH AND WEST OF LOT 61 OF SAID GLEN EYRIE HEIGHTS AND SHOWN AS AN UN-NUMBERED LOT.

EXCEPT THAT PORTION DESCRIBED BY DEED TO THE GLEN EYRIE MUTUAL WATER COMPANY, A CORPORATION, RECORDED JULY 30, 1934 IN BOOK 181, PAGE 407 OF OFFICIAL RECORDS.

PARCEL 5:

THAT PORTION OF THAT CERTAIN UNNUMBERED LOT LYING NORTH OF LOT 61 OF GLEN EYRIE HEIGHTS, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 8, PAGE 16 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND THAT PORTION OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

THENCE SOUTH 52°38'10" EAST 140.00 FEET;

THENCE SOUTH 37°21'50" WEST, 100.00 FEET;

THENCE SOUTH 81°40'00" EAST, 90.14 FEET;

THENCE NORTH 02°00'00" WEST, 89.92 FEET;

THENCE NORTH 52°38'10" WEST, 85.00 FEET;

THENCE NORTH 37°21'50" EAST, 95.00 FEET;

THENCE SOUTH 52°38'10" EAST, 65.00 FEET TO THE POINT OF BEGINNING.

PARCEL 6:

THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT ANY PORTION INCLUDED WITHIN THE BOUNDARIES OF GLEN EYRIE HEIGHTS AS PER MAP RECORDED IN BOOK 8, PAGE 76 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPT THAT PORTION DESCRIBED BY DEED TO THE GLEN EYRIE MUTUAL WATER COMPANY, A CORPORATION, RECORDED JULY 30, 1934 IN BOOK 181, PAGE 407 OF OFFICIAL RECORDS.

PARCEL 7:

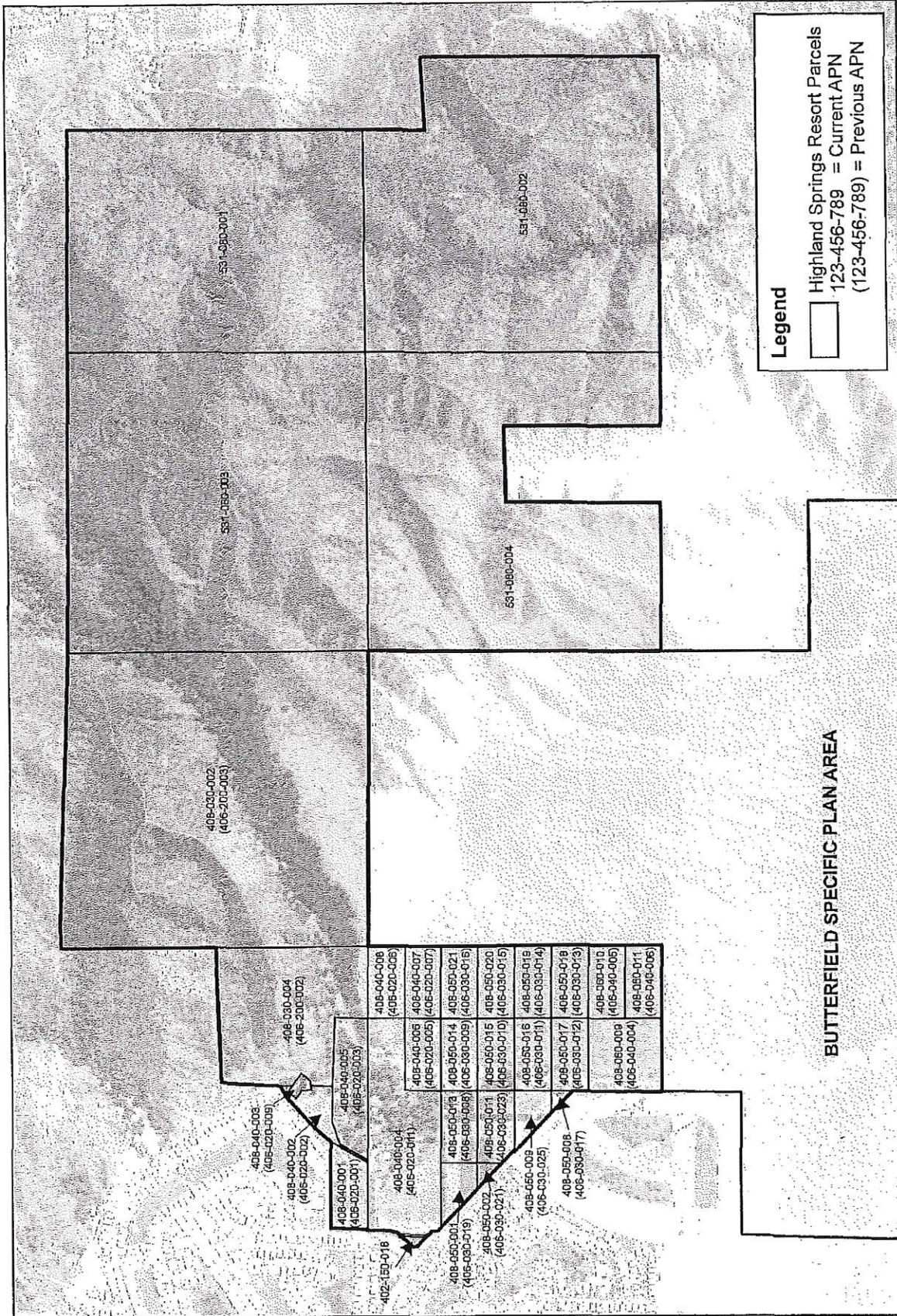
GOVERNMENT LOTS 1, 2, 3 AND 4 IN THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL 8:

THE NORTHWEST QUARTER, THE NORTH-HALF OF THE SOUTHWEST QUARTER, THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, THE WEST-HALF OF THE NORTHEAST QUARTER, THE WEST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER EXCEPT THE NORTHEAST QUARTER OF THE NORTHEAST OF SAID SOUTHEAST QUARTER, ALL OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXHIBIT D

RESTRICTIVE COVENANT



HIGHLAND SPRINGS RESORT
 Highland Springs Resort - Graphic Depiction
 Exhibit D
 RESTRICTIVE COVENANT



Source: Riverside County GIS, Eagle Aerial 2013

EXHIBIT E

RESTRICTIVE COVENANT

EXHIBIT "E"

LEGAL DESCRIPTION
RESTRICTED PROPERTY

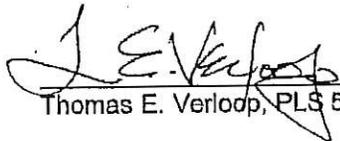
In the City of Banning, County of Riverside, State of California, being Lot 13 of Tract No. 34330 as shown on the map recorded in Book 429, Pages 84 through 103, inclusive of Maps in the Office of the County Recorder of said Riverside County, California and lying within Sections 25 and 36, Township 2 South, Range 1 West, San Bernardino Meridian.

EXCEPTING therefrom the southerly 50.00 feet.

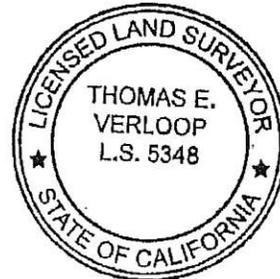
CONTAINING: 180.96 acres, more or less.

EXHIBIT "F" attached hereto and by this reference made a part hereof.

This description was prepared
by me or under my direction.


Thomas E. Verloop, PLS 5348

Date: 10/23/2014



RBF Consulting
3300 East Guasti Road, Suite 100
Ontario, CA 91761

October 20, 2014
JN 138094
Page 1 of 1

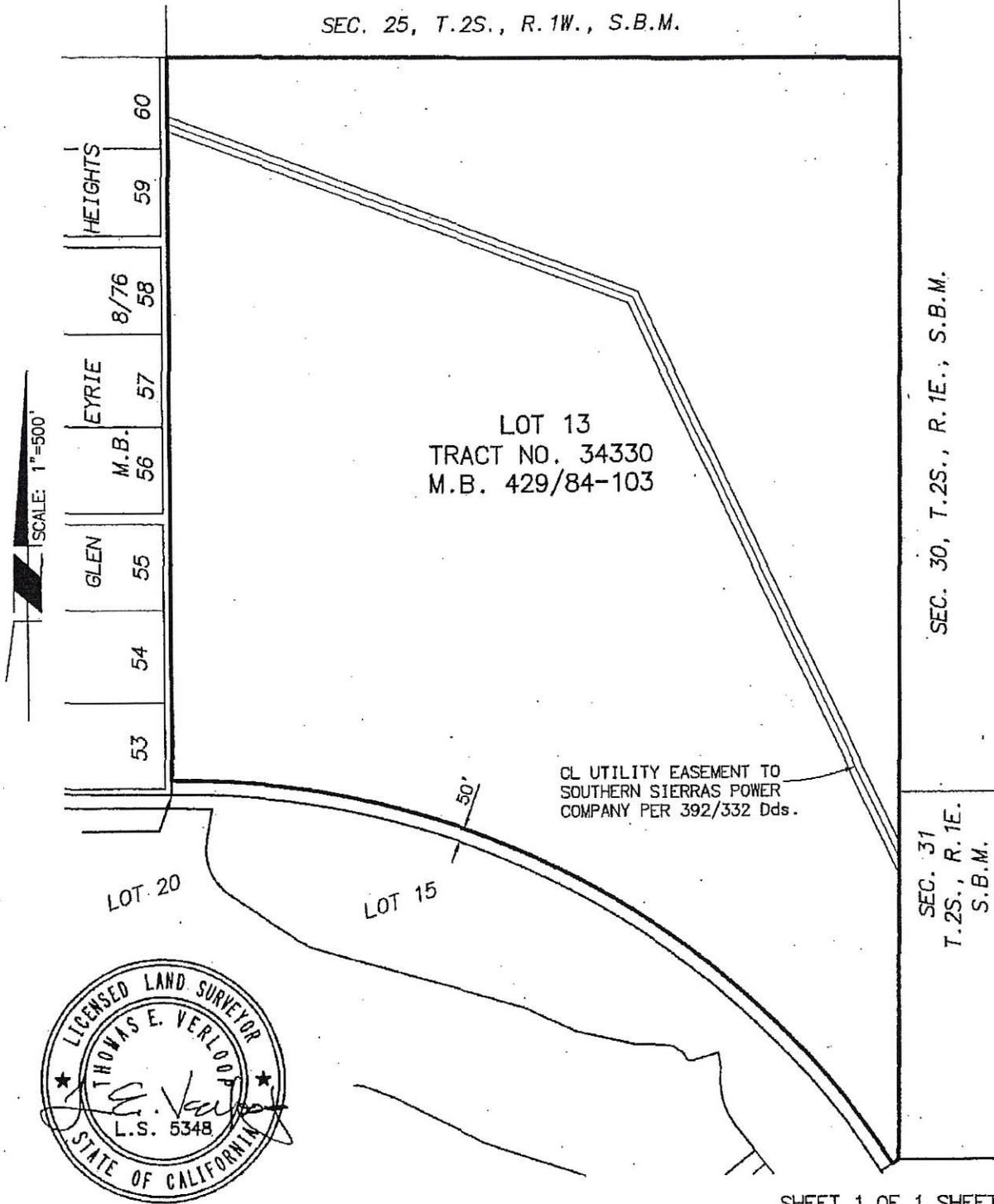
RESTRICTIVE COVENANT

EXHIBIT F

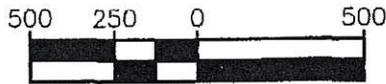
RESTRICTIVE COVENANT

EXHIBIT "F"

SEC. 25, T.2S., R.1W., S.B.M.



RESTRICTED PROPERTY
SECTION 25, T.2S., R.1W., S.B.M.



SCALE: 1"=500'

SHEET 1 OF 1 SHEETS



RESTRICTIVE COVENANT

EXHIBIT C

Proposed Resort Deed – Legal Description

EXHIBIT "C"

LEGAL DESCRIPTION PROPOSED RESORT DEED

In the City of Banning, County of Riverside, State of California, being that portion of Lot 13 of Tract No. 34330 as shown on the map recorded in Book 429, Pages 84 through 103, inclusive of Maps in the Office of the County Recorder of said Riverside County, California and lying within Sections 25 and 36, Township 2 South, Range 1 West, San Bernardino Meridian, more particularly described as follows:

BEGINNING at the northwest corner of said Lot 13;

Thence along the westerly line of said Parcel 13 South 00°05'41" East 396.35 feet;

Thence leaving said westerly line South 79°46'43" East 325.04 feet to the beginning of a tangent curve concave southwesterly and having a radius of 2790.00 feet;

thence along said curve easterly 315.45 feet through a central angle of 06°28'41";

thence tangent from said curve South 73°18'02" East 493.27 feet to the beginning of a tangent curve concave southwesterly and having a radius of 990.00 feet;

thence along said curve easterly 18.74 feet through a central angle of 01°05'05";

thence tangent from said curve South 72°12'57" East 382.93 feet to the beginning of a tangent curve concave northeasterly and having a radius of 1210.00 feet;

thence along said curve easterly 207.25 feet through a central angle of 09°48'49" to a point of reverse curvature with a curve concave southwesterly and having a radius of 30.00 feet, a radial line of said curve from said point bears South 07°58'14" West;

thence along said curve southeasterly 35.02 feet through central angle of 66°53'01";

thence tangent from said curve South 15°08'45" East 25.41 feet to the beginning of a tangent curve concave northeasterly and having a radius of 55.00 feet;

thence along said curve southeasterly 45.69 feet through a central angle of 47°36'00";

thence tangent from said curve South 62°44'45" East 106.45 feet to the beginning of a tangent curve concave southwesterly and having a radius of 80.00 feet;

thence along said curve southeasterly 57.78 feet through a central angle of 41°22'58";

thence non-tangent from said curve South 89°35'54" East 766.52 feet to the easterly line of said Lot 13;

RBF Consulting
3300 East Guasti Road, Suite 100
Ontario, CA 91761

October 20, 2014
JN 138094
Page 1 of 2

thence along said easterly line North 00°24'06" East 985.58 feet to the northerly line of said Lot 13;

thence along said northerly line North 89°22'01" West 2649.36 feet to the POINT OF BEGINNING.

CONTAINING: 44.35 acres, more or less.

EXHIBIT "D" attached hereto and by this reference made a part hereof.

This description was prepared
by me or under my direction.


Thomas E. Verloop, PLS 5348

Date: 10/23/2014

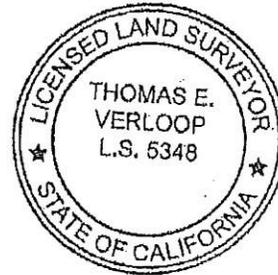
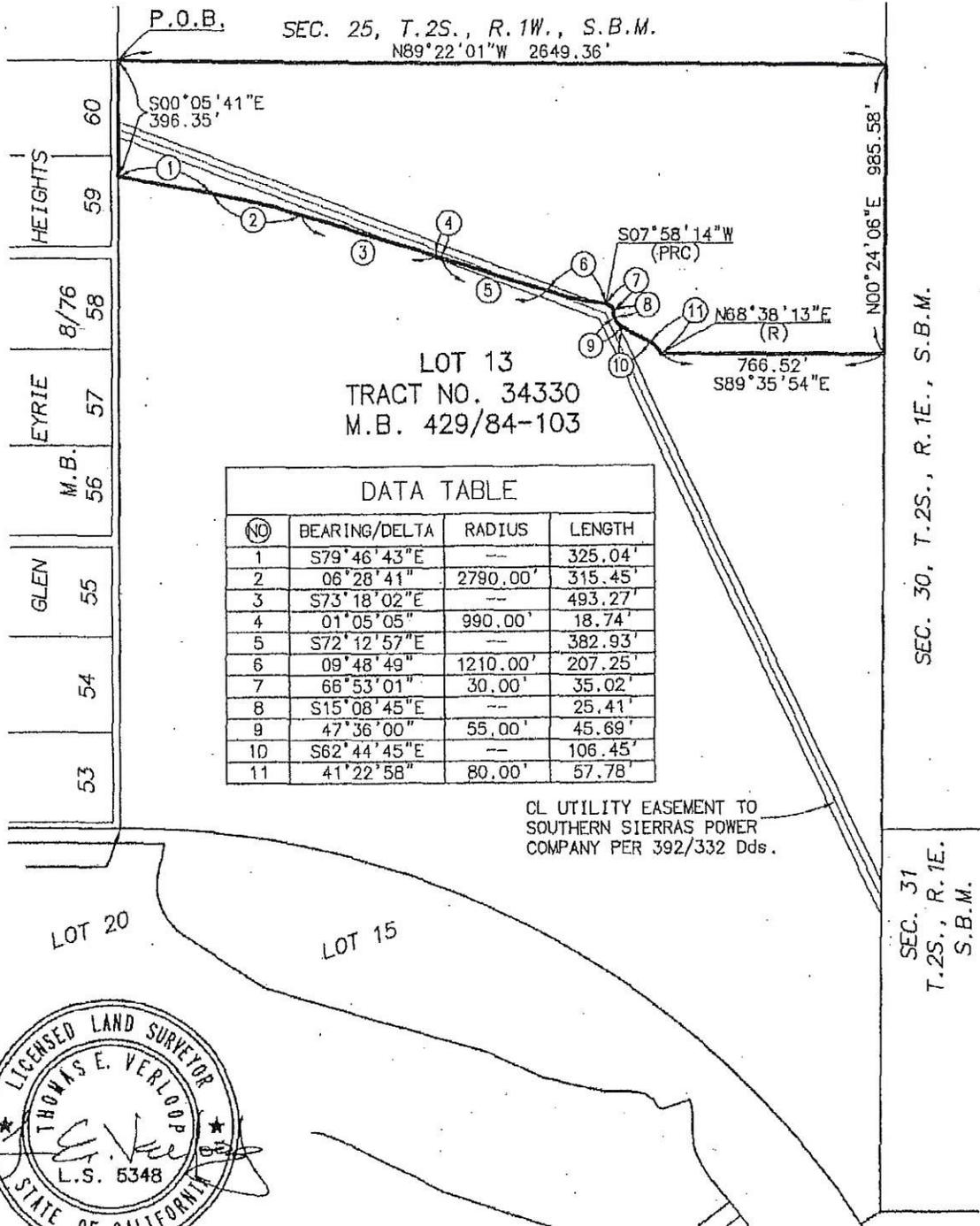


EXHIBIT D

Proposed Resort Deed – Graphic Depiction

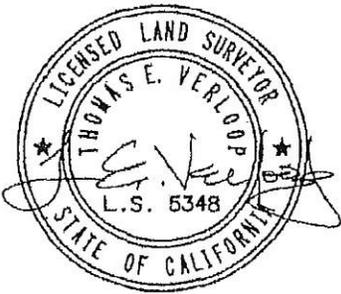
EXHIBIT "D"



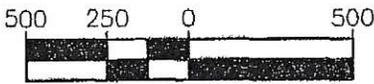
DATA TABLE

NO	BEARING/DELTA	RADIUS	LENGTH
1	S79°46'43"E	---	325.04'
2	06°28'41"	2790.00'	315.45'
3	S73°18'02"E	---	493.27'
4	01°05'05"	990.00'	18.74'
5	S72°12'57"E	---	382.93'
6	09°48'49"	1210.00'	207.25'
7	66°53'01"	30.00'	35.02'
8	S15°08'45"E	---	25.41'
9	47°36'00"	55.00'	45.69'
10	S62°44'45"E	---	106.45'
11	41°22'58"	80.00'	57.78'

CL UTILITY EASEMENT TO SOUTHERN SIERRAS POWER COMPANY PER 392/332 Dds.



PROPOSED RESORT DEED
SECTION 25, T.2S., R.1W., S.B.M.



SCALE: 1"=500'

SHEET 1 OF 1 SHEETS



EXHIBIT E

Revocable License Agreement

REVOCABLE LICENSE AGREEMENT

(For Hiking Area Use)

THIS REVOCABLE LICENSE AGREEMENT (the **Agreement**) is made and entered into this ____ day of _____, 2014, by and between Pardee Homes, a California corporation (the **Licensor**), and Highland Springs Resort (the **Licensee**). Licensor and Licensee are sometimes in this Agreement referred to individually as a **Party** and together as the **Parties**.

RECITALS

WHEREAS, Licensor received approval from the City of Banning (the **City**) for a master planned community with residential and commercial development situated on a total of approximately 1,543 acres in the City of Banning, State of California, which is sometimes known and referred to as the Butterfield Specific Plan Area and is described with specificity in attached Exhibit A and is depicted graphically in attached Exhibit B (the **Development**).

WHEREAS, Licensee owns a commercial resort operation on approximately 2,400 acres of land, some of which are adjacent to and adjoin the Development, and is described with specificity in attached Exhibit C and is depicted graphically in attached Exhibit D (the **Resort**).

WHEREAS, Licensee filed a lawsuit against the City [*Highland Springs Resort v. City of Banning, et al.* (Riverside County Superior Court Case No RIC1206246, Consolidated with Case No. RIC 1206271)] challenging the City's approval of the Development on the grounds that the Environmental Impact Report for the Development failed to consider and address certain significant adverse impacts as required by the California Environmental Quality Act (the **CEQA Litigation**).

WHEREAS, rather than engaging in protracted adversarial proceedings, Licensor and Licensee agreed to settle the CEQA Litigation by, among other things, Licensor's grant of this Agreement over certain portions of Lot 13 of recorded Tract No. 34330, including an existing dirt road that is in line with portions of a realigned fifty (50)-foot wide unimproved access easement appurtenant to Southern California Edison's (**SCE**) easement for public utility purposes and maintenance access. For reference purposes only, the easement area is described with specificity in attached Exhibit E and depicted graphically in attached Exhibit F (the **Easement Area**). However, while the hiking area includes portions of the Easement Area, *the license is limited to the Hiking Area* (defined below).

WHEREAS, Licensee desires to obtain permission from Licensor to use portions of the Development and portions of the Easement Area for passive recreational uses, limited to hiking, walking, non-motorized bicycle use and the transport of equipment (the **Hiking Area**) as described with specificity in attached Exhibit G and as depicted graphically in attached Exhibit H, and Licensor desires to grant such permission to use the Hiking Area pursuant to the terms of this Agreement.

NOW, THEREFORE, for valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Grant of License.** All recitals are incorporated into this Agreement. Licensor grants to Licensee, and Licensee's employees, agents, guests and invitees, a non-exclusive revocable license pursuant to this Agreement to use the Hiking Area for passive recreational uses, limited to hiking, walking and non-motorized bicycle use and the transport of equipment to the eastern portion of the Licensee's property for security, maintenance and farming purposes. During the term of this Agreement, Licensee shall not install and/or construct any physical improvements, including fencing, landscaping, lighting and/or signage, within the Hiking Area, nor shall it be surfaced or paved.

2. **Licensee's Agreement to Indemnify Licensor.** During the term of this Agreement, Licensee shall indemnify and hold Licensor harmless from any and all costs, loss, damages or expenses, of any kind or nature, arising out of or resulting directly or indirectly from use of the Hiking Area, the entry and/or the activities within or about the Hiking Area by Licensee and/or Licensee's employees, agents, guests and invitees, consistent with California Civil Code 846 which reads as follows:

An owner of any estate or any other interest in real property, whether possessory or nonpossessory, owes no duty of care to keep the premises safe for entry or use by others for any recreational purpose or to give any warning of hazardous conditions, uses of, structures, or activities on such premises to persons entering for such purpose, except as provided in this section.

A "recreational purpose," as used in this section, includes such activities as fishing, hunting, camping, water sports, hiking, spelunking, sport parachuting, riding, including animal riding, snowmobiling, and all other types of vehicular riding, rock collecting, sightseeing, picnicking, nature study, nature contacting, recreational gardening, gleaning, hang gliding, winter sports, and viewing or enjoying historical, archaeological, scenic, natural, or scientific sites. [Per this Agreement, Hiking Area uses within the Easement Area are limited to hiking, walking, non-motorized bicycle use and the transport of equipment].

An owner of any estate or any other interest in real property, whether possessory or nonpossessory, who gives permission to another for entry or use for the above purpose upon the premises does not thereby (a) extend any assurance that the premises are safe for such purpose; or (b)

constitute the person to whom permission has been granted the legal status of an invitee or licensee to whom a duty of care is owed; or (c) assume responsibility for or incur liability for any injury to person or property caused by any act of such person to whom permission has been granted except as provided in this section.

This section does not limit the liability which otherwise exists (a) for willful or malicious failure to guard or warn against a dangerous condition, use, structure or activity; or (b) for injury suffered in any case where permission to enter for the above purpose was granted for a consideration other than the consideration, if any, paid to said landowner by the state, or where consideration has been received from others for the same purpose; or (c) to any persons who are expressly invited rather than merely permitted to come upon the premises by the landowner.

Nothing in this section creates a duty of care or ground of liability for injury to person or property.

2.1 In the event the Resort obtains releases from its guests, invitees, employees, or agents for activities taking place on either the Resort Property or Hiking Area, the Resort agrees to include Pardee Homes and SCE, successor in interest to Southern Sierras Powers Company, as named entities being released from any and all liability in the event of any injury, damage, and/or destruction of property.

3. **Acceptance.** Licensee hereby accepts without reservation the rights and responsibilities conveyed by this Agreement.

4. **Termination/Revocability.** Although this Agreement shall survive Licensor's transfer of that portion of the Development containing the Hiking Area to a third party, the Agreement shall terminate on the first to occur: (i) Licensee's material breach of this Agreement (defined in section 4.1); (ii) transfer of Licensee's ownership interest in the Resort without the transferee agreeing in a writing delivered to Licensor prior to the date of the transfer, to be unconditionally bound by all of the provisions of this Agreement; or (iii) Licensor's transfer of the northern portion of Lot 13 of recorded Tract No. 34330 underlying the Hiking Area by recorded deed to Licensee as set forth in section 2.3 of the Settlement Agreement approved by the parties.

4.1 A breach of this Agreement shall be any act derived from use of the Hiking Area by Licensee and /or Licensee's employees, agents, guests or invitees, which causes or is alleged to cause the personal injury or property damage of another, results in any claim against Pardee for damages or equitable relief, which includes interference with the development of the Project or interference with the existing SCE easement. This provision will only apply if the breach is a contributing factor in substantially delaying or preventing future Project approvals, which shall include but not be limited to federal and state approvals, tentative and final map approvals, and infrastructure plans. (See Settlement Agreement sections 3 and 17.)

5. **Permissive Use.** The right of Licensee, or any person claiming under Licensee who is an employee of Licensee, a documented guest of Licensee or a contractor of Licensee, to make any use whatsoever of the Hiking Area, or any portion thereof (including any uses which are in addition to or other than the use described herein), shall be deemed with permission from, and subject to control of, Licensor.

6. **Miscellaneous Provisions.**

6.1 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

6.2 **Heading and Titles.** The captions of the articles or sections of this Agreement are only to assist the parties in reading this Agreement and shall have no effect upon the construction or interpretation of any part hereof.

6.3 **Agreement Binding of Successors.** The terms and conditions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto, and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Hiking Area.

6.4 **Interpretation.** Whenever required by the context of this Agreement, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other. In any provision relating to the obligations, conduct, acts or omissions of Licensor or Licensee, the terms "Licensor" or "Licensee" shall include Licensor's or Licensee's officers, agents, employees, contractors, successors, subtenants or assigns. This Agreement shall be construed as though mutually drafted by Licensor and Licensee.

6.5 **Severability.** If any term or provision of this Agreement shall be held invalid or unenforceable to any extent under any applicable law by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

6.6 **Integration and Amendment.** This instrument constitutes the entire agreement between Licensor and Licensee relative to the use of the Hiking Area for recreational uses. This Agreement supersedes any prior agreements, negotiations and communications, verbal or written, between Licensor and Licensee pertaining to the issues herein and extinguishes any claim to prescriptive rights over the use of the Hiking Area. This instrument may be amended only by an instrument in writing signed by both Licensor and Licensee.

6.7 **Incorporation of Recitals.** The introductory recitals set forth above from the material part of this Agreement are incorporated by reference.

6.8 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6.9 Exhibits. All exhibits attached to this Agreement are incorporated by reference as though fully set forth herein.

6.10 Jurisdiction and Venue. All Parties to this Agreement hereby agree that, unless the other Party consents to or chooses another forum, the state with jurisdiction over any disputes arising out of or relating to this Agreement shall be California, and the sole location for proper venue shall be in Riverside County, California.

6.11 Dispute Resolution – Mandatory Mediation as the Initial Forum. The Parties agree to mediate any and all disputes or claims arising between them relating to this Agreement before resorting to arbitration or court action. The Parties shall mutually agree upon the mediator, who shall be a retired judge, attorney or real estate broker with knowledge and experience in real estate and land use matters. The mediation shall be for a minimum period of eight (8) hours. Mediation fees, if any, shall be divided equally between the Parties. If the mediation is not successful, either of the Parties may pursue legal remedies or, if both Parties agree, binding arbitration. If, for any dispute or claim to which this paragraph applies, any Party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorneys' fees or legal fees, pursuant to Section 6.12, or otherwise, even if such attorneys' fees or legal fees would otherwise be available to that Party in any such action.

6.12 Attorneys' Fees and Costs. If either Party to this Agreement shall bring any action for any relief against the other, declaratory or otherwise, arising out of this Agreement, the losing party shall pay to the prevailing party a reasonable sum for attorney fees incurred in bringing such suit and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to judgment. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing such judgment. For the purposes of this section, attorneys' fees shall include, without limitation, attorneys' fees and paralegal fees, costs, and expenses incurred in good faith (regardless of the size of the judgment) incurred in the following: (1) post judgment motions; (2) contempt proceedings; (3) garnishment, levy, and debtor and third party examinations; (4) discovery; and (5) bankruptcy litigation.

6.13 Notices. Any notices required by this Agreement shall be in writing and shall be personally delivered to or sent by certified mail, return receipt requested, to Licensor and Licensee respectively at the following addresses, unless a Party has been notified by the other of a change of address:

To Licensor:

Pardee Homes
Attention: Christopher J. Hallman
Legal Department
2120 Park Place, Suite 120
El Segundo, CA 90245

With a copy to:

Brownstein Hyatt Farber Schreck, LLP
Attn: Diane C. De Felice, Esq.
2049 Century Park East, Suite 3550
Los Angeles, CA 90067-3007
ddefelice@bhfs.com

To Licensee:

Highland Springs Resort
Attention: Tina Kummerle, President
10600 Highland Springs Avenue
Cherry Valley, CA 92223

With a copy to:

Douglas P. Carstens, Esq.
Amy Minter, Esq.
CHATTEN-BROWN & CARSTENS
2200 Pacific Coast Highway, Suite 318
Hermosa Beach, CA 90254
acm@cbcearthlaw.com
dpc@cbcearthlaw.com

Notice of change of address shall be given by written notice in the manner detailed in this section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year first above written.

Pardee Homes

Highland Springs Resort

By: _____

By: Jack Kamala

Name: _____

Name: Tina Kummerte

Title: _____

Title: President

Attachments:

- Exhibit A – Butterfield Specific Plan Area – Legal Description
- Exhibit B – Butterfield Specific Plan Area – Graphic Depiction
- Exhibit C – Highland Springs Resort – Legal Description
- Exhibit D – Highland Springs Resort – Graphic Depiction
- Exhibit E – Easement Area – Legal Description
- Exhibit F – Easement Area – Graphic Depiction
- Exhibit G – Hiking Area – Legal Description
- Exhibit H – Hiking Area – Graphic Depiction

04132810005\11242007.19

EXHIBIT A

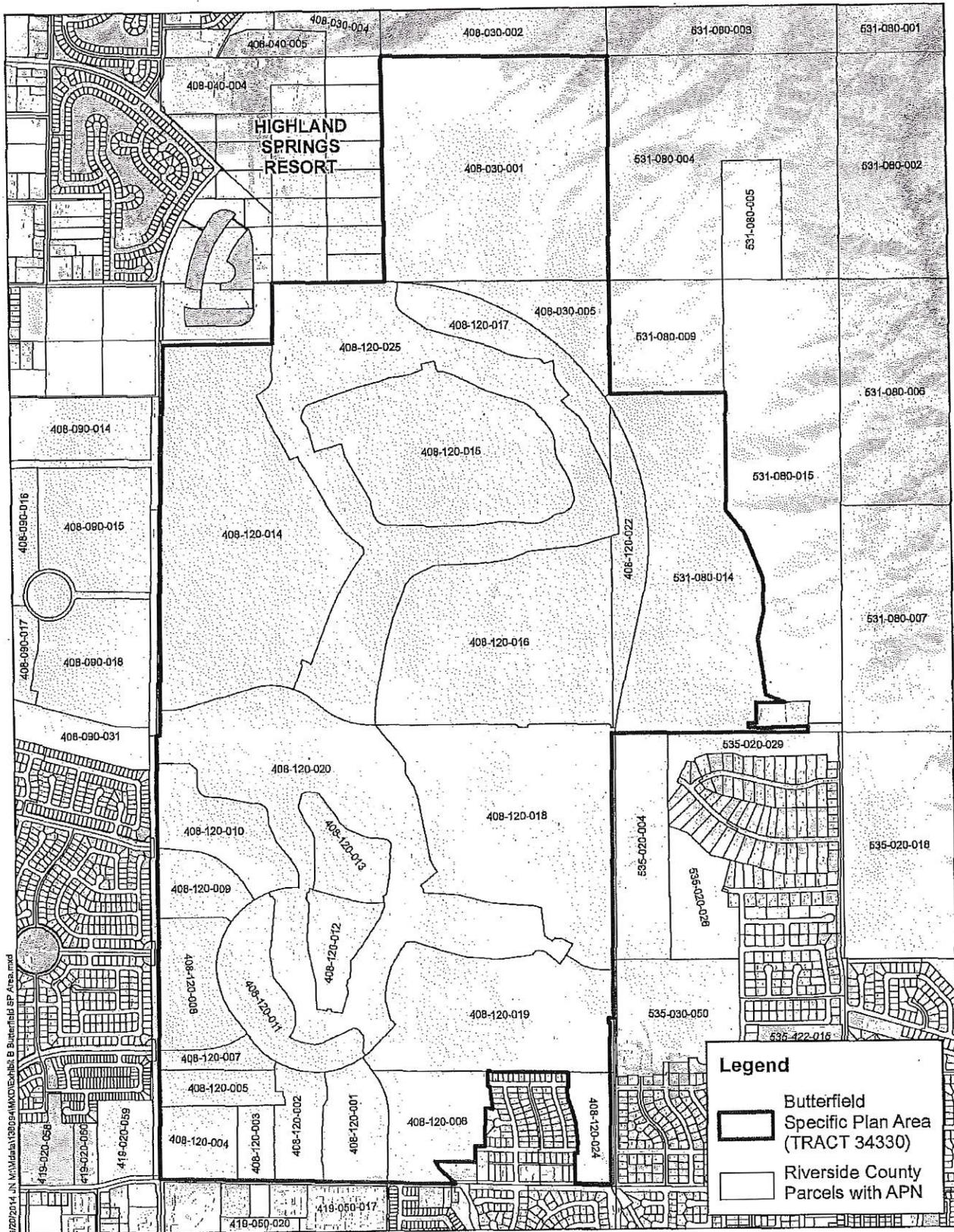
EXHIBIT "A"

LEGAL DESCRIPTION

BUTTERFIELD SPECIFIC PLAN AREA

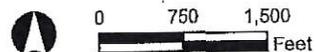
ALL OF TRACT NO. 34330 IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AS SHOWN ON THE MAP FILED IN BOOK 429, PAGES 84 THROUGH 103, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID RIVERSIDE COUNTY, CALIFORNIA.

EXHIBIT B



6/20/2014 10:13:05 AM \\Data\139054\MXD\Exhibit B Butterfield SF Area.mxd

TRACT NO. 34330



Source: Riverside County GIS, Eagle Aerial 2013

Butterfield Specific Plan Area - Graphic Depiction

Exhibit B
REVOCABLE LICENSE AGREEMENT

EXHIBIT C

EXHIBIT "C"

LEGAL DESCRIPTION

HIGHLAND SPRINGS RESORT

PARCEL 1:

THOSE PORTIONS OF LOTS 19 AND 20 OF GLEN EYRIE HEIGHTS, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 8, PAGE 76 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF OVERLAND TRAIL (LOT J) NORTHEASTERLY OF THE NORTHEASTERLY LINE OF CHERRY VALLEY BLVD. (LOT S), AS SHOWN BY MAP OF TRACT NO. 4636-1 ON FILE IN BOOK 77, PAGES 90 THROUGH 98 THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 2:

LOTS 25, 26, 27, 28, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61 AND 62 OF GLEN EYRIE HEIGHTS, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 8, PAGE 76 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THAT PORTION OF LOTS 25 AND 26 LYING WITHIN TRACT 14209-1 AS PER MAP RECORDED IN BOOK 133, PAGES 33 THROUGH 38 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPT THAT PORTION OF LOTS 27, 28, 39, 40 AND 41 LYING SOUTHWEST OF THE FOLLOWING DESCRIBED LINE.

BEGINNING AT THE CENTERLINE INTERSECTION OF CHERRY VALLEY BOULEVARD AND HIGHLAND SPRINGS AVENUE AS SHOWN ON MAP OF TRACT 4636-1 IN BOOK 11, PAGES 90 TO 98 INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE SOUTH $46^{\circ}25'52''$ EAST, 1,781.43 FEET TO A POINT ON THE EAST LINE OF LOT 39 IN SAID GLEN EYRIE TRACT, SAID POINT BEING THE SOUTHEAST TERMINUS OF SAID LINE BEING DESCRIBED.

PARCEL 3:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SAN. BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS;

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 25;

THENCE NORTH $89^{\circ}42'00''$ EAST, 543.90 FEET ON THE EAST AND WEST CENTERLINE OF SAID SECTION, SAID LINE BEING THE NORTH LINE OF LOT 25 OF GLEN EYRIE HEIGHTS, AS PER MAP RECORDED IN BOOK 8, PAGE 76 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER TO THE SOUTHWEST CORNER OF THAT CERTAIN UN-NUMBERED LOT LYING NORTH AND WEST OF LOT 61 OF SAID GLEN EYRIE HEIGHTS;

THENCE NORTH 28°43'00" EAST, 385.93 FEET ON THE WEST LINE OF SAID UN-NUMBERED LOT TO AN ANGLE POINT THEREON;

THENCE SOUTH 39°00'00" WEST 9.98 FEET;

THENCE SOUTH 89°42'00" WEST, 812.20 FEET TO THE WEST LINE OF SAID SECTION 25;

THENCE SOUTH 01°53'00" WEST, 330.00 FEET ON SAID WEST LINE TO THE POINT OF BEGINNING.

PARCEL 4:

THAT PORTION OF GLEN EYRIE HEIGHTS IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 8, PAGE 76 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING NORTH AND WEST OF LOT 61 OF SAID GLEN EYRIE HEIGHTS AND SHOWN AS AN UN-NUMBERED LOT.

EXCEPT THAT PORTION DESCRIBED BY DEED TO THE GLEN EYRIE MUTUAL WATER COMPANY, A CORPORATION, RECORDED JULY 30, 1934 IN BOOK 181, PAGE 407 OF OFFICIAL RECORDS.

PARCEL 5:

THAT PORTION OF THAT CERTAIN UNNUMBERED LOT LYING NORTH OF LOT 61 OF GLEN EYRIE HEIGHTS, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 8, PAGE 16 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND THAT PORTION OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

THENCE SOUTH 52°38'10" EAST 140.00 FEET;

THENCE SOUTH 37°21'50" WEST, 100.00 FEET;

THENCE SOUTH 81°40'00" EAST, 90.14 FEET;

THENCE NORTH 02°00'00" WEST, 89.92 FEET;

THENCE NORTH 52°38'10" WEST, 85.00 FEET;

THENCE NORTH 37°21'50" EAST, 95.00 FEET;

THENCE SOUTH 52°38'10" EAST, 65.00 FEET TO THE POINT OF BEGINNING.

PARCEL 6:

THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT ANY PORTION INCLUDED WITHIN THE BOUNDARIES OF GLEN EYRIE HEIGHTS AS PER MAP RECORDED IN BOOK 8, PAGE 76 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPT THAT PORTION DESCRIBED BY DEED TO THE GLEN EYRIE MUTUAL WATER COMPANY, A CORPORATION, RECORDED JULY 30, 1934 IN BOOK 181, PAGE 407 OF OFFICIAL RECORDS.

PARCEL 7:

GOVERNMENT LOTS 1, 2, 3 AND 4 IN THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL 8:

THE NORTHWEST QUARTER, THE NORTH-HALF OF THE SOUTHWEST QUARTER, THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, THE WEST-HALF OF THE NORTHEAST QUARTER, THE WEST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER EXCEPT THE NORTHEAST QUARTER OF THE NORTHEAST OF SAID SOUTHEAST QUARTER, ALL OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXHIBIT D

EXHIBIT E

REVOCABLE LICENSE AGREEMENT

EXHIBIT "E"

LEGAL DESCRIPTION

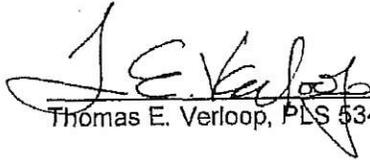
EASEMENT AREA

In the City of Banning, County of Riverside, State of California, being that portion of Lot 13 of Tract No. 34330 as shown on the map recorded in Book 429, Pages 84 through 103, inclusive of Maps in the Office of the County Recorder of said Riverside County, California, lying within that certain utility easement, 50.00 feet in width, granted to Southern Sierras Power Company recorded April 28, 1914 in Book 392, Page 332 of Deeds, in the Office of said Riverside County Recorder and also lying within Sections 25 and 36, Township 2 South, Range 1 West, San Bernardino Meridian.

CONTAINING: 4.62 acres, more or less.

EXHIBIT "F" attached hereto and by this reference made a part hereof.

This description was prepared
by me or under my direction.


Thomas E. Verloop, PLS 5348

Date: 10/23/2014



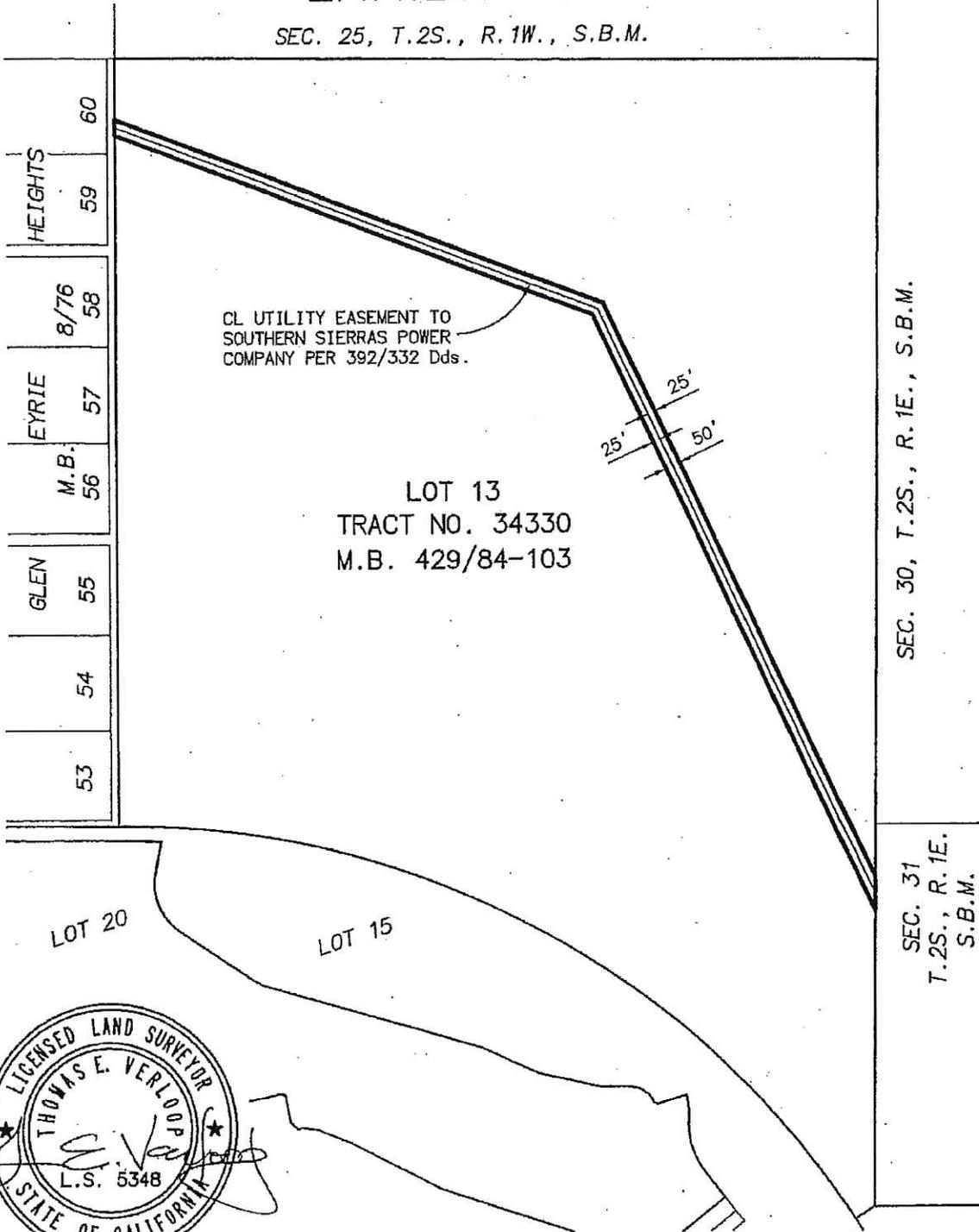
RBF Consulting
3210 East Guasti Road
Ontario, CA 91761

October 20, 2014
JN 138094
Page 1 of 1

EXHIBIT F

EXHIBIT "F"

SEC. 25, T.2S., R.1W., S.B.M.



CL UTILITY EASEMENT TO
SOUTHERN SIERRAS POWER
COMPANY PER 392/332 Dds.

LOT 13
TRACT NO. 34330
M.B. 429/84-103

SCALE: 1"=500'

HEIGHTS	60
	59
8/76	58
EYRIE	57
M.B.	56
GLEN	55
	54
	53

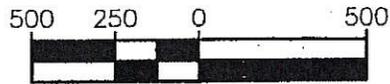
SEC. 30, T.2S., R.1E., S.B.M.
SEC. 31
T.2S., R.1E.
S.B.M.

LOT 20

LOT 15



SHEET 1 OF 1 SHEETS



SCALE: 1"=60'



EASEMENT AREA
SECTION 25, T.2S., R.1W., S.B.M.

EXHIBIT G

EXHIBIT "G"

LEGAL DESCRIPTION HIKING AREA

In the City of Banning, County of Riverside, State of California, being that portion of Lot 13 of Tract No. 34330 as shown on the map recorded in Book 429, Pages 84 through 103, inclusive of Maps in the Office of the County Recorder of said Riverside County, California and lying within Sections 25 and 36, Township 2 South, Range 1 West, San Bernardino Meridian, more particularly described as follows:

BEGINNING at the northwest corner of said Lot 13;

Thence along the westerly line of said Parcel 13 South 00°05'41" East 396.35 feet;

Thence leaving said westerly line South 79°46'43" East 325.04 feet to the beginning of a tangent curve concave southwesterly and having a radius of 2790.00 feet;

thence along said curve easterly 315.45 feet through a central angle of 06°28'41";

thence tangent from said curve South 73°18'02" East 493.27 feet to the beginning of a tangent curve concave southwesterly and having a radius of 990.00 feet;

thence along said curve easterly 18.74 feet through a central angle of 01°05'05";

thence tangent from said curve South 72°12'57" East 382.93 feet to the beginning of a tangent curve concave northeasterly and having a radius of 1210.00 feet;

thence along said curve easterly 207.25 feet through a central angle of 09°48'49" to a point of reverse curvature with a curve concave southwesterly and having a radius of 30.00 feet, a radial line of said curve from said point bears South 07°58'14" West;

thence along said curve southeasterly 35.02 feet through central angle of 66°53'01";

thence tangent from said curve South 15°08'45" East 25.41 feet to the beginning of a tangent curve concave northeasterly and having a radius of 55.00 feet;

thence along said curve southeasterly 45.69 feet through a central angle of 47°36'00";

thence tangent from said curve South 62°44'46" East 106.45 feet to the beginning of a tangent curve concave southwesterly and having a radius of 80.00 feet;

thence along said curve southeasterly 57.78 feet through a central angle of 41°22'58";

thence non-tangent from said curve South 89°35'54" East 766.52 feet to the easterly line of said Lot 13;

RBF Consulting
3300 East Guasti Road, Suite 100
Ontario, CA 91761

October 20, 2014
JN 138094
Page 1 of 2

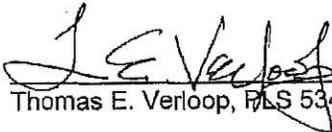
thence along said easterly line North 00°24'06" East 985.58 feet to the northerly line of said Lot 13;

thence along said northerly line North 89°22'01" West 2649.36 feet to the POINT OF BEGINNING.

CONTAINING: 44.35 acres, more or less.

EXHIBIT "H" attached hereto and by this reference made a part hereof.

This description was prepared
by me or under my direction.

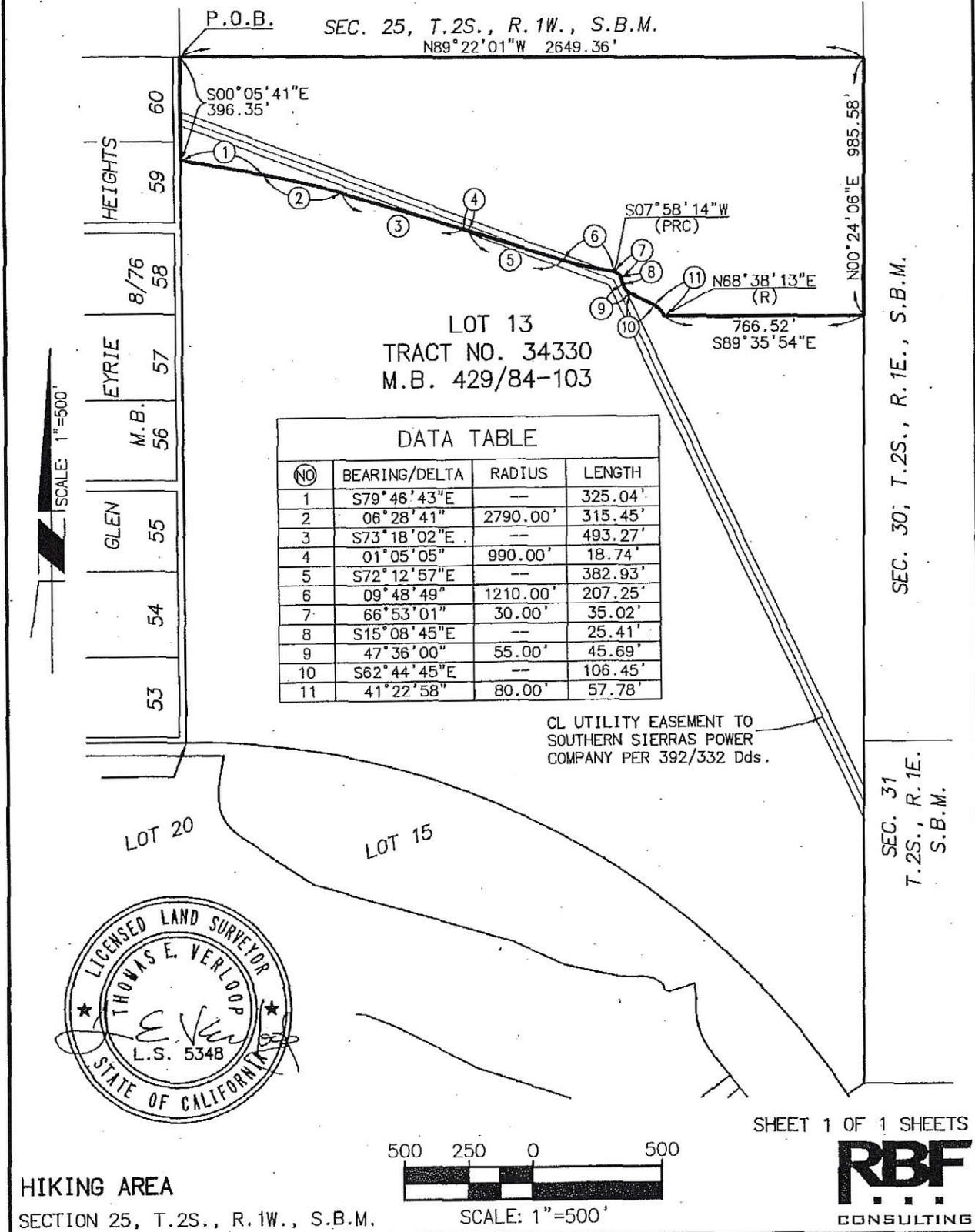

Thomas E. Verloop, L.S. 5348

Date: 10/23/2014

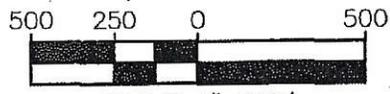


EXHIBIT H

EXHIBIT "H"



NO	BEARING/DELTA	RADIUS	LENGTH
1	S79°46'43"E	--	325.04'
2	06°28'41"	2790.00'	315.45'
3	S73°18'02"E	--	493.27'
4	01°05'05"	990.00'	18.74'
5	S72°12'57"E	--	382.93'
6	09°48'49"	1210.00'	207.25'
7	66°53'01"	30.00'	35.02'
8	S15°08'45"E	--	25.41'
9	47°36'00"	55.00'	45.69'
10	S62°44'45"E	--	106.45'
11	41°22'58"	80.00'	57.78'



HIKING AREA
SECTION 25, T.2S., R.1W., S.B.M.

SCALE: 1"=500'

SHEET 1 OF 1 SHEETS



EXHIBIT F

**Letter of Non-Opposition from the Resort,
CVAN and CVPEG to the Court**

November __, 2014

Via Federal Express

Hon. Daniel A. Ottolia
Judge, Superior Court of California, County of Riverside
Historic Courthouse, Department 4
4050 Main Street
Riverside, CA 92501

Re: *Highland Springs Resort v. City of Banning*, Riverside Superior Court Case No. 1206246, consolidated with *Cherry Valley Pass Acres and Neighbors et al. v. City of Banning*, Case No. 1206271

Dear Judge Ottolia,

Petitioners Highland Springs Resort, Cherry Valley Pass Acres and Neighbors, and the Cherry Valley Environmental Planning Group have reached an agreement with Respondent City of Banning and Real Party in Interest Pardee Homes (collectively "Parties") in the above-captioned matter. Pardee Homes has agreed not to construct the proposed golf course and to maintain in an open, natural and scenic condition the northern most portion of the Butterfield Specific Plan identified as Planning Areas 60 and 61, with the exception of a potential fire station, water tanks and utility infrastructure, as more specifically set forth in the Restrictive Covenant attached as Exhibit B to the Settlement Agreement, and to implement the remainder of the Butterfield Specific Plan with measures designed to reduce the project's water and energy use. Petitioners no longer oppose the Butterfield Specific Plan and agree to dismiss the above-captioned matters pursuant to the Stipulated Judgment filed jointly by the Parties.

Sincerely,



Tina Kummerle
President
Highland Springs Resort

Patsy Reeley
President
Cherry Valley Pass Acres and Neighbors

Patrick Doherty
President
Cherry Valley Environmental Planning Group

EXHIBIT G

Parties' Officers or Principals

EXHIBIT G

Parties' Officers and/or Principals

Officer/Principal Name	Title
Pardee	
Mike Taylor	Division President of Inland Empire
Chris Hallman	General Counsel
City of Banning	
June Overholt	Assistant City Manager
Debbie Franklin	Sitting Mayor
Edward Miller	Sitting Councilmember
Art Welch	Sitting Mayor Pro Tem
Don M. Peterson	Sitting Councilmember
Jerry Westholder	Sitting Councilmember
Highland Springs Resort	
Tina Kummerle	President
Dr. Min Chul Han	Director
Dr. Dong Yeon Moon	Director
Michael Ham	Secretary/Treasurer
CVAN	
Patsy Reeley	President
Marc Sanders	Vice President
Rhea Weber	Secretary
Luwana Ryan	Treasurer
CVEPG	
Pat Doherty	President
Richard Reeley	Vice President
Patsy Reeley	Secretary/Treasurer

Updated: 10/30/14

EXHIBIT H

**Authorized Representatives and Contact
Information**

EXHIBIT H

Authorized Representatives and Contact Information

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EXHIBIT I

[Proposed] Stipulated Judgment

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6 Attorneys for Respondent
CITY OF BANNING
7

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF RIVERSIDE
10

11 HIGHLAND SPRINGS RESORT,
12 Petitioner,
13 v.
14 CITY OF BANNING,
15 Respondent.

Lead Case No. RIC 1206246
[Consolidated with *Cherry Valley Pass Acres
and Neighbors v. City of Banning* –Case No.
1206271]

**JOINT STIPULATED JUDGMENT AND
[PROPOSED] ORDER**

16
17 Real Party In Interest
PARDEE HOMES, INC. and Does 1-10
18 AND CONSOLIDATED CASE
19

[Assigned to the Hon. Daniel A. Ottolia]
Petitions Filed: April 26, 2012

20
21 Petitioners Highland Springs Resort, Cherry Valley Pass Acres and Neighbors and Cherry
22 Valley Environmental Planning Group (herein collectively called “Petitioners”), by and through
23 their attorneys of record Chatten-Brown & Carstens LLP and Rogers Joseph O’Donnell,
24 Respondent City of Banning, by and through its attorneys of record Aleshire & Wynder LLP, and
25 Real Party in Interest Pardee Homes, Inc. by and through its attorneys of record Brownstein Hyatt
26 Farber Schreck, LLP (Respondent and Real Party in Interest are herein collectively called
27 “Respondents”), hereby stipulate as follows:

28 ///

1 WHEREAS, this matter came on for hearing before the Court on the Petitions for Writ of
2 Mandate on September 20 and December 13, 2013;

3 WHEREAS, the Court took the matter under submission;

4 WHEREAS, the Court issued its Proposed Statement of Decision on December 23, 2013;

5 WHEREAS, at the request of the parties by stipulation, the Court issued a stay of all
6 hearings on the Proposed Statement of Decision and the Court's entry of judgment on January 21,
7 2014 and again on March 13, 2014 to allow the Parties time to informally resolve the above-
8 captioned action ("the Action") and avoid further litigation;

9 WHEREAS, the Petitioners and Respondents (collectively, "Parties") have entered into a
10 Settlement Agreement attached hereto for the purpose of concluding this Action.

11 NOW, THEREFORE, in light of the foregoing, including the provisions of the Settlement
12 Agreement, the Parties, through their respective attorneys of record, do REQUEST, AGREE
13 AND STIPULATE as follows:

14 1. The Action is dismissed with prejudice;

15 2. The terms of the Settlement Agreement are hereby incorporated by reference and
16 constitute the terms of this stipulated judgment;

17 3. In accordance with provisions of section 664.6 of the Code of Civil Procedure, the
18 Court retains jurisdiction over the parties to enforce the terms of the Settlement Agreement as part
19 of this stipulated judgment; and

20 4. Except as agreed by the parties, each party is to bear its own costs and litigation
21 expenses incurred in these proceedings.

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23 **IT IS REQUESTED, AGREED AND SO STIPULATED.**

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Dated: October ____, 2014

CHATTEN-BROWN & CARSTENS LLP

By: _____
JAN CHATTEN-BROWN
DOUGLAS P. CARSTENS
AMY MINTER
MICHELLE BLACK
Attorneys for Petitioner
HIGHLAND SPRINGS RESORT

Dated: October ____, 2014

ROGERS JOSEPH O'DONNELL

By: _____
ROBERT C. GOODMAN
ANN M. BLESSING
D. KEVIN SHIPP
Attorneys for Petitioners
CHERRY VALLEY PASS ACRES AND
NEIGHBORS and CHERRY VALLEY
ENVIRONMENTAL PLANNING
GROUP

Dated: October ____, 2014

ALESHIRE & WYNDER, LLP

By: _____
DAVID J. ALESHIRE
JUNE S. AILIN
Attorneys for Respondent
CITY OF BANNING

Dated: October ____, 2014

BROWNSTEIN HYATT FARBER
SCHRECK, LLP

By: _____
DIANE C. DE FELICE
STEPHANIE O. HASTINGS
AMY M. STEINFELD
Attorneys for Real Party in Interest
PARDEE HOMES

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[PROPOSED] ORDER FOLLOWING JOINT STIPULATED JUDGMENT

FOR GOOD CAUSE SHOWN, the Parties' Joint Stipulated Judgment as set forth above is APPROVED AND SO ORDERED AND JUDGMENT SHALL BE ENTERED AS STIPULATED. The Court will retain jurisdiction over the terms of the Settlement Agreement under section 664.6 of the Code of Civil Procedure.

DATE: _____, 2014

THE HON. DANIEL A. OTTOLIA
Judge of the Superior Court

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PROOF OF SERVICE

I, Ivy B. Capili, declare:

I am a citizen of the United States and employed in Los Angeles County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is Brownstein Hyatt Farber Schreck, LLP, 2049 Century Park East, Suite 3550, Los Angeles, California 90067-3007. October __, 2014, I served a copy of the within document(s):

JOINT STIPULATED JUDGMENT AND [PROPOSED] ORDER

- by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, the United States mail at Los Angeles, California addressed as set forth below.
- By personally transmitting the document(s) via electronic service to the e-mail address(es) set forth below on this date.

See attached Service List

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on October __, 2014, at Los Angeles, California.

Ivy B. Capili

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Attachment 4
Public Hearing Notice

Record Gazette
218 N. Murray St.
Proof of Publication
(2015.5 C.C.P.)

139827 PLAN#16-2501

State of California)
County of Riverside) ss.

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above matter. I am the principal clerk of the printer and publisher of Record Gazette, a newspaper published in the English language in the City of Banning, County of Riverside, and adjudicated a newspaper of general circulation as defined by the laws of the state of California by the Superior Court of the County of Riverside, under the date October 14, 1966, Case No. 54737. That the notice, of which the annexed is a copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

January 13, 2017

Executed on: 01/13/2017

At Banning, CA

I certify (or declare) under penalty of perjury that the foregoing is true and correct.



Signature

NOTICE OF A SPECIAL PLANNING COMMISSION MEETING & PUBLIC HEARING NOTICE OF A SPECIAL PLANNING COMMISSION MEETING AND PUBLIC HEARING TO CONSIDER GENERAL PLAN AMENDMENT NO. 16-2501 TO REMOVE PLANNED EXTENSIONS OF HIGHLAND HOME ROAD NORTH OF WILSON STREET TO BROOKSIDE AVENUE AND CHERRY VALLEY BOULEVARD FROM THE GENERAL PLAN CIRCULATION ELEMENT WITHIN THE BUTTERFIELD SPECIFIC PLAN AND NOTICE OF INTENT TO ADOPT AN ADDENDUM TO THE FINAL ENVIRONMENTAL IMPACT REPORT AND ASSOCIATED MODIFICATIONS TO THE MITIGATION MONITORING AND REPORTING PROGRAM FOR THE BUTTERFIELD SPECIFIC PLAN

NOTICE IS HEREBY GIVEN of a special meeting and public hearing before the City of Banning Planning Commission at a Special Meeting to be held on Wednesday, January 25, 2017 at 6:30 p.m. in the Council Chambers, City Hall, 99 East Ramsey Street, Banning, California, to consider a request to approve General Plan Amendment (GPA) No. 16-2501, a proposal to remove the planned extension of Highland Home Road north of Wilson Street to Brookside Avenue and Cherry Valley Boulevard from the City's General Plan Circulation Element; and minor modifications to the Butterfield Specific Plan, located east of Highland Springs Avenue and north of Wilson Street, as a consequence of a litigation settlement agreement between Highland Springs Resort v. City of Banning (Riverside County Superior Court Case No. RIC 1206246, Consolidated with Case No. RIC 1206271). The proposal includes the adoption of an Addendum to the Final Environmental Impact Report and associated modifications to the Mitigation Monitoring and Reporting Program. These items were considered at the January 4, 2017 Planning Commission meeting, at which time the public hearing was continued to the February 1, 2017 Planning Commission meeting. Due to schedule conflicts, a special meeting was subsequently requested by the applicant. Information regarding the General Plan Amendment, Addendum to the Final Environmental Impact Report, modifications to the Mitigation Monitoring and Reporting Program, and minor modifications to the Butterfield Specific Plan, and all relevant materials can be obtained by contacting the City's Community Development Department at (951) 922-3125, or by visiting the City Hall located at 99 East Ramsey Street, Banning during regular business hours. You may also go to the City of Banning website at <http://www.ci.banning.ca.us/>. All parties interested in speaking either in support of or in opposition of this item are invited to attend said hearing, or to send their written comments to the Community Development Department, City of Banning at P.O. Box 998, Banning, California, 92220. If you challenge any decision regarding the above proposal in court, you may be limited to raising only those issues you or someone else raised in written correspondence delivered to the City Clerk at, or prior to, the time the Planning Commission makes its decision on the proposal; or, that you or someone else raised at the public hearing or in written correspondence delivered to the hearing body at, or prior to, the hearing (California Government Code, Section 65009).

BY ORDER OF THE COMMUNITY DEVELOPMENT DIRECTOR OF THE CITY OF BANNING, CALIFORNIA

Brian Guillot
Community Development Director

Dated: January 10, 2017

Publish: January 13, 2017

Published in
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