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1 LAW OFFICES OF ROBERT C. GOODMAN
2 ROBERT C. GOODMAN (State Bar No. 111554)
3 ANN M. BLESSING (State Bar No. 172573)
4 177 Post Street, Suite 750
5 San Francisco, CA 94108
6 Telephone: (415) 777-2210
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8
9 Attorneys for Petitioners Cherry Valley
10 Pass Acres and Neighbors and Cherry Valley
11 Environmental Planning Group

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

11 CHERRY VALLEY PASS ACRES AND)
12 NEIGHBORS, a California non-profit)
13 corporation; and CHERRY VALLEY)
14 ENVIRONMENTAL PLANNING GROUP, a)
15 California non-profit corporation,)
16 Petitioners,)
17 v.)
18 CITY OF BEAUMONT, a municipal)
19 corporation;)
20 Respondent.)
21 _____)
22 TAHITI GROUP; JACK D. VANDER)
23 WOUDE; LEONARD B. OLINGER;)
24 LEONARD B. OLINGER TRUST; JOSEPH)
25 DIAMOND; BEATRICE DIAMOND; NOBLE)
26 CREEK MEADOWS; DIANE C. ONEY as)
trustee of the D. DONALD LONIE, JR.)
FAMILY TRUST; R. F. BIANCHI TRUST;)
ALLIED GROUP, INC.; and ROES 100)
through 200, inclusive,)
Real Parties in Interest)

No. RIC 427282
Case Filed Under the Environmental Quality Act
NOTICE OF ENTRY OF SETTLEMENT AGREEMENT AND FINAL STIPULATED JUDGMENT

1 PLEASE TAKE NOTICE that on May 31, 2006, the Court approved and entered the
2 attached Settlement Agreement and Final Stipulated Judgment.

3 Dated: June 16, 2006
4

5 LAW OFFICES OF ROBERT C. GOODMAN

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8 By: _____

9 ROBERT C. GOODMAN
10 Attorneys for Petitioners
11 Cherry Valley Pass Acres and Neighbors
12 and Cherry Valley Environmental
13 Planning Group
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FILED
RIVERSIDE COUNTY

MAY 3 1 2006

8 Attorneys for Petitioners Cherry Valley
9 Pass Acres and Neighbors and Cherry Valley
10 Environmental Planning Group

By *[Signature]* L. Martin
Deputy

11 SUPERIOR COURT FOR THE STATE OF CALIFORNIA
12 COUNTY OF RIVERSIDE
13 Riverside Branch

14 CHERRY VALLEY PASS ACRES AND
15 NEIGHBORS, a California non-profit
16 corporation; and CHERRY VALLEY
17 ENVIRONMENTAL PLANNING GROUP, a
18 California non-profit corporation,

Petitioners,

v.

19 CITY OF BEAUMONT, a municipal
20 corporation;

Respondent.

21 TAHITI GROUP; JACK D. VANDER
22 WOUDE; LEONARD B. OLINGER;
23 LEONARD B. OLINGER TRUST; JOSEPH
24 DIAMOND; BEATRICE DIAMOND;
25 NOBLE CREEK MEADOWS; DIANE C.
26 ONEY as trustee of the D. DONALD LONIE,
27 JR. FAMILY TRUST; R. F. BIANCHI
28 TRUST; ALLIED GROUP, INC.; and ROES
100 through 200, inclusive,

Real Parties in Interest

BY FAX

No. RIC 427282
Case Filed Under the Environmental Quality Act
SETTLEMENT AGREEMENT AND FINAL STIPULATED JUDGMENT
[Cal. Pub. Res. Code §§ 21167.4(c), 21168.5;
Cal. Civ. Proc. Code § 1085]
Trial Date: April 7, 2006

1 This Settlement Agreement and Final Stipulated Judgment is entered into by and between
2 Petitioners CHERRY VALLEY PASS ACRES AND NEIGHBORS and CHERRY VALLEY
3 ENVIRONMENTAL PLANNING GROUP (collectively "Petitioners") on the one hand, and on
4 the other hand Respondent CITY OF BEAUMONT ("City") and Real Parties in Interest NOBEL
5 CREEK MEADOWS, LLC, erroneously sued herein as NOBLE CREEK MEADOWS, TAHITI
6 GROUP and JACK D. VANDER WOUDE; OLINGER RIVERSIDE LIMITED
7 PARTNERSHIP, erroneously sued herein as LEONARD B. OLINGER and LEONARD B.
8 OLINGER TRUST; DIAMOND RIVERSIDE LIMITED PARTNERSHIP, erroneously sued
9 herein as JOSEPH DIAMOND and BEATRICE DIAMOND; and FIESTA DEVELOPMENT, as
10 successor in interest to Diane C. Oney as Trustee of the D. Donald Lonie Jr. Family Trust and
11 BEK Consulting Engineers, Inc., (collectively "Real Parties in Interest"). Petitioners, City, and
12 Real Parties in Interest are referred to collectively as "the Parties." The settlement and judgment
13 relate to the petition Petitioners filed under the California Environmental Quality Act ("CEQA")
14 on March 17, 2005 ("the Action"), concerning a proposed 965 unit residential development in
15 Beaumont, California, which the developers currently call "Noble Creek Vistas" ("the Project").

16 RECITALS

17 A. Petitioners are California non profit corporations located in Cherry Valley
18 California.

19 B. City is the lead agency for the Project that is the subject of the petition.

20 C. OLINGER RIVERSIDE LIMITED PARTNERHSIP, DIAMOND RIVERSIDE
21 LIMITED PARTNERSHIP, NOBEL CREEK MEADOWS, LLC., and FIESTA
22 DEVELOPMENT, as successor in interest to Diane C. Oney as Trustee of the D. Donald Lonie
23 Jr. Family Trust and BEK Consulting Engineers, Inc., own the property which comprises the
24 Project which is the subject of this action, as identified more specifically on Exhibit A, attached
25 hereto.

26 D. TAHITI GROUP, JACK D. VANDER WOUDE are proponents of the Project.

27 E. On or about February 15, 2005 the Beaumont City Council certified the Noble
28 Creek Vistas Specific Plan EIR, approved certain Conditions of Approval, adopted a Statement of

584270.1

1 Overriding Considerations, and filed a Notice of Determination with the Riverside County
2 Recorder in connection with the Project. On March 17, 2005, Petitioners filed this Action
3 challenging City's certification of the EIR and approval of the Project.

4 F. Each of the Parties believes that it is in their best interest and in the public interest
5 to settle this case without further litigation.

6 AGREEMENT

7 NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises
8 and agreements contained herein, and for other good and valuable consideration the receipt and
9 sufficiency of which is hereby acknowledged, it is agreed as follows:

10 1. Jurisdiction. This Court has jurisdiction of the subject matter of the Action and each of
11 the Parties hereto.

12 2. Modifications. This Agreement, upon being executed by all the parties and approved
13 by the Court, shall constitute binding and enforceable modifications of the Conditions of
14 Approval issued by the City on February 15, 2005, for the Project.

15 City and Real Parties in Interest commit to the following modifications to the Conditions
16 of Approval for the Project:

- 17 A. The Project will contain no more than 648 residential units, each of which shall be
18 a detached single family home.
- 19 B. At least 50% of all homes backing up on Brookside Avenue and 50% of all homes
20 backing up on Beaumont Avenue will be single story homes.
- 21 C. At least 25% of all lots backing up on Brookside Avenue and at least 25% of all
22 lots backing up on Beaumont Avenue will be minimum 15,000 square feet in size.
23 The remainder of lots backing up on those two streets will be a minimum 10,000
24 square feet in size.
- 25 D. All homes will be constructed and certified under the California Green Builder
26 program as described on the California Green Builder website,
27 www.cagreenbuilder.org, as of March 10, 2006. Real Parties shall provide
28 Petitioners with a copy of all communications with the California Green Builder

1 program regarding the Project within five (5) days of sending or receipt, including
2 without limitation the completed California Green Builder Application form and
3 the California Green Builder Project Certificate. City shall not issue any
4 certificates of occupancy for the Project until the Project has received the
5 California Green Builder Project Certificate.

6 E. There will be a 40 foot landscape buffer from the western edge of the Beaumont
7 Avenue right of way to the Project boundary, with a berm along the project wall,
8 and a meandering sidewalk within the landscape buffer, as reflected in the diagram
9 attached as Exhibit C.

10 F. There will be a permeable surface in a 25 foot radius around the deodar cedar trees
11 (except in those areas on the street side of the trees in which there is a distance of
12 less than 25 feet to the street).

13 G. The 11 foot right of way along the west side of Beaumont Avenue shall be
14 designated a landscape right of way.

15 H. There will be a landscape buffer along the southern edge of Brookside Avenue
16 right of way to the Project boundary. The width of the buffer will be 38 feet.
17 There will also be a landscape buffer along the southern edge of Noble Creek
18 Parkway. The width of this buffer will range from 18 to 38 feet to accommodate
19 Noble Creek as it crosses Brookside Avenue, as reflected in the diagram attached
20 as Exhibit D.

21 I. The landscape buffers and landscape right of way described above will utilize
22 drought resistant plants consistent with City landscape standards. The landscape
23 buffers, landscape right of way and deodar cedars shall be maintained by the
24 Community Facilities District ("CFD") that is being established in accordance
25 with the Project Conditions of Approval. Should the CFD be dissolved for any
26 reason, the Project Conditions of Approval will require that there be a
27 Homeowners Association (consisting of all homeowners within the Project) that
28 will become activated upon the dissolution of the CFD and which will have

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responsibility for the landscape and tree maintenance described in this Paragraph 2, as well as all other obligations of the CFD, in perpetuity.

J. Each of the modifications identified in this Paragraph 2 shall be reflected in the modified Project Conditions, attached hereto as Exhibit B, and summarized in a notification of this settlement in the form attached as Exhibit E, which shall be recorded against the properties that comprise the Project such that they will run with the land and be binding on future owners.

K. Within 15 days of the effective date of this Agreement, City will take action to modify the Project Conditions of Approval and Project Specific Plan to reflect the modifications set forth in this section.

3. Additional Commitments of the City and Real Parties in Interest. City and Real Parties in Interest agree to do the following:

A. City and the Real Parties in Interest will provide Petitioners with advance notice of all significant events and/or actions proposed to be taken by the City relating to the Project, including without limitation, submission of subdivision maps, improvement plans, and any other submissions relating to the Project requiring City review and/or approval.

B. Real Parties in Interest will provide access to and dedicate approximately 15 acres of land to the City for use by the Beaumont Cherry Valley Water District ("Water District") to construct recharge facilities along the Noble Creek. As a condition of such dedication, City will require that such land not be fenced and that such land will be made available for recreational purposes. The Water District will construct and maintain the recharge facilities in the manner similar to those on its property located along the east side of Beaumont Avenue between Brookside Avenue and Cherry Valley Boulevard. If the Water District does not accept the gift of land referred to in this paragraph, the land will be given to the Beaumont Cherry Valley Recreation and Parks District to be used as parkland, to be maintained by the CFD.

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- C. Real Parties will comply with the Conditions of Approval and all City Code requirements in connection with construction of parks and open space on the Project. The specific location and size of the parks will be finalized upon the preparation of the tract maps for individual tracts comprising the Project.
- D. The City shall not issue any certificates of occupancy for the Project until the improvements contemplated by the Specific Plan to the following streets and intersections have been completed: the intersections of Beaumont Avenue and Oak Valley Parkway, Beaumont Avenue and Cougar Way, Beaumont Avenue and Brookside Avenue and Beaumont Avenue and Cherry Valley Boulevard. Specifically, the improvements will result in compliance with the level of service required in the mitigation measures approved by the City for the Project
- E. Real Parties in Interest and City agree to maintain the deodar cedar trees along the west side of Beaumont Avenue through the CFD referenced in paragraph 2I, above, and to replace trees that die with deodar cedar trees. The City will maintain the deodar cedar trees along the east side of Beaumont Avenue upon the completion of the annexation proceedings, whereby the area is annexed into the City, and replace trees that die with deodar cedar trees.
- F. Real Parties in Interest agree to retain a certified arborist to study the condition of the deodar cedar trees along Beaumont Avenue from Oak Valley Parkway to Cherry Valley Boulevard, and recommend ways to improve their condition and prolong the longevity of the trees. Petitioners will participate in the study of the deodar cedar trees through the selection of the arborist who will perform the study. If the Real Parties in Interest and Petitioners cannot agree on an arborist, each will select an arborist, and the two selected arborists will in turn select the arborist who will perform the study. Petitioners shall have an opportunity to review and comment on a draft of the arborist's study and recommendations and provide comments regarding same. Petitioners shall have no approval authority over the

1 recommendations of the arborist. The selection of the arborist and the study are to
2 commence within 60 days of the execution of the settlement agreement.

3 4. Monetary Payments and Dismissal.

4 A. Within 15 days of the effective date of this Agreement Real Parties in Interest shall
5 pay to Petitioners and its attorneys, Law Offices of Robert C. Goodman, the sum
6 of \$225,000 as compensation for Petitioners' attorneys fees, costs, expenses and
7 other efforts in prosecuting the Action.

8 B. The obligation of the Real Parties in Interest to make the monetary payment
9 required by this Paragraph 4 are joint and several.

10 C. Petitioners shall dismiss this action within 10 days of the receipt of the settlement
11 funds.

12 5. Effective Date. This Agreement shall become effective on the date it is filed with the
13 Riverside County Superior Court.

14 6. Commitments of the Petitioners. As long as City and the Real Parties in Interest are in
15 compliance with this Agreement and the modified Project Conditions of Approval and Project
16 Specific Plan they will not: (a) oppose the Project, the annexation proceedings or the tentative tract
17 maps submitted by the individual property owners; and (b) will not institute any further actions or
18 challenges to the Project either under their own names or under the name of any other organization
19 or through their members.

20 7. No Admission, Denial of Liability. This Agreement and the payments and other terms
21 provided for herein are made, executed, given and accepted as part of a compromise and
22 settlement of disputed claims. No provision(s) of this Agreement, nor any acceptance of the
23 benefits thereof, by or on behalf of any of the Parties hereto shall be construed or deemed to be
24 evidence of an admission of fact, matter, thing or liability of any kind to any other Party.

25 8. Notice. All notices concerning this agreement shall be in writing, shall be deemed given when
26 received, and shall be delivered by mail, facsimile or overnight delivery to:

27 Petitioners:
28 Patsy Reeley

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Cherry Valley Acres & Neighbors
P.O. Box 3257
Beaumont, California 92223

Walt Beckman
Cherry Valley Environmental Planning Group

Cherry Valley, CA 92223

With a copy to:
Robert C. Goodman
177 Post Street, Suite 750
San Francisco, CA 94108

City:
City of Beaumont
c/o Ernest Egger
550 East 6th Street
Beaumont, CA 92223

With a copy to:
Joseph Aklufi
Aklufi & Wysocki
3403 Tenth Street
Suite 610
Riverside, CA 92501

Real Parties in Interest:
Nobel Creek Meadows, LLC
c/o Jack D. Vander Woude
P.O. Box 5441
San Bernardino, CA 92412

With a copy to:
Leonard Polyakov
Newmeyer & Dillion, LLC
895 Dove Street, 5th Floor
Newport Beach, CA 92660

Vien Tran
Fiesta Development
470 E. Harrison Street
Corona, CA 92879-1314

Olinger Riverside Limited Partnership
c/o Dr. Leonard Olinger
462 N. Linden Drive
Beverly Hills, CA 90212

1 With a copy to:
2 Roger H. Howard
3 Christensen, Miller, et al.
4 10250 Constellation Blvd., 19th Floor
5 Los Angeles, CA 90067

6 Diamond Riverside Limited Partnership
7 c/o Beatrice Diamond
8 233 S. Spaulding Drive
9 Beverly Hills CA 90212

10 With a copy to:
11 Edward F. Quigley
12 Cox, Castle & Nicholson, LLP
13 2049 Century Park East, 28th Floor
14 Los Angeles, CA 90067-3284

15 9. Entire Agreement. This Agreement is the entire agreement between the Parties with
16 respect to resolution of the subject matter hereof and supersedes any and all prior or
17 contemporaneous oral and written agreements and discussions between or among any of them.
18 The Parties hereto acknowledge and agree that there are no conditions, covenants, agreements or
19 understandings between or among any of them except as set forth in this Agreement and the
20 exhibits hereto. This Agreement may be amended, and the requirements set forth herein
21 modified, only by a further signed writing of all Parties.

22 10. Successors. This Agreement is binding upon and shall inure to the benefit of each of
23 the Parties hereto and (as appropriate) their respective parent companies, subsidiaries, affiliates,
24 predecessors, successors, divisions, shareholders, directors, officers, employees, attorneys, agents,
25 representatives, heirs and assigns.

26 11. Controlling Law. This Agreement is to be executed and delivered within the State of
27 California, and its validity, construction and performance, as well as the rights and obligations of
28 the parties hereunder, shall be governed, construed and enforced in accordance with the laws of
the State of California, without regard to principles of choice of law.

12. Fair Interpretation. This Agreement is the product of negotiations between the Parties
and their respective attorneys, and shall be given fair interpretation. Each of the Parties hereto has
cooperated and participated in the drafting and preparation of this Agreement. Accordingly, the

1 parties hereby acknowledge and agree that this Agreement shall not be construed or interpreted in
2 favor of or against any party by virtue of the identity of its preparer.

3 13. Mutual Representations and Covenants. Each of the Parties to this Agreement
4 represents, warrants and agrees as follows:

5 A. Each Party has received independent legal advice from its attorney with respect to
6 the advisability of making the settlement provided for herein and the advisability
7 of executing this Agreement.

8 B. Each Party hereto represents and warrants that there has been no assignment, sale
9 or transfer, by operation of the law or otherwise, of any claim, right, cause of
10 action, demand, obligation, liability or interest released by any of them as provided
11 herein.

12 14. Authority to Enter Into Agreement. Each Party executing this Agreement represents
13 and warrants that it has the authority to bind the respective party and needs no further authority to
14 bind the respective Parties to the rights, duties and obligations set forth herein.

15 15. Counterparts. Each Party (i) hereby agrees that a facsimile or other electronic copy
16 (such as a ".pdf"/"Adobe Acrobat" copy) of the signature of the person executing this Agreement
17 on behalf of such Party may be used for any and all purposes, with the same force and effect as an
18 original of such signature, (ii) intends to be bound by the facsimile or other electronic copy of
19 such signature, (iii) is aware that the other Party will rely on the facsimile or other electronic copy
20 of such signature, and (iv) hereby acknowledges such reliance and waives any defenses to the
21 enforcement of this Agreement based on a facsimile or other electronic copy of such signature.

22 16. Continuing Jurisdiction. By signing this Settlement Agreement and Final Stipulated
23 Judgment, the parties hereby move the court pursuant to Section 664.6 of the Code of Civil
24 Procedure to enter judgment pursuant to the terms of this settlement. This Judgment shall go into
25 effect immediately upon entry hereof. Entry is authorized immediately upon filing. The parties
26 hereby request and acknowledge that the Superior Court will retain jurisdiction over this matter
27 pursuant to Section 664.6 of the Code of Civil Procedure to enforce the terms of the Agreement
28 until performance in full of its terms.

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Dated: March ____, 2006

Cherry Valley Acres & Neighbors

By: _____
Patsy Reeley

Dated: March ____, 2006

Cherry Valley Environmental Planning Group

By: _____
Walt Beckman

Dated: March ____, 2006

City of Beaumont

By: _____

Dated: March ____, 2006

Nobel Creek Meadows, LLC

By: _____
Jack Vander Woude

Dated: March ____, 2006

Fiesta Development

By: _____

Dated: March ____, 2006

Olinger Riverside Limited Partnership

By: _____
Leonard B. Olinger

Dated: March ____, 2006

Diamond Riverside Limited Partnership

By: _____
Beatrice Diamond

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Dated: ~~March~~ May 5, 2006

Cherry Valley Acres & Neighbors

By: Patsy J. Reeley
Patsy Reeley

Dated: ~~March~~ May 5, 2006

Cherry Valley Environmental Planning Group

By: Walt Beckman
Walt Beckman

Dated: March ____, 2006

City of Beaumont

By: _____

Dated: March ____, 2006

Nobel Creek Meadows, LLC

By: _____
Jack Vander Woude

Dated: March ____, 2006

Fiesta Development

By: _____

Dated: March ____, 2006

Olinger Riverside Limited Partnership

By: _____
Leonard B. Olinger

Dated: March ____, 2006

Diamond Riverside Limited Partnership

By: _____
Beatrice Diamond

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Dated: March ____, 2006

Cherry Valley Acres & Neighbors

By: _____
Patsy Reeley

Dated: March ____, 2006

Cherry Valley Environmental Planning Group

By: _____
Walt Beckman

Dated: ^{May} March 15, 2006

City of Beaumont

By: Brian E. DeLo

Dated: March ____, 2006

Nobel Creek Meadows, LLC

By: _____
Jack Vander Woude

Dated: March ____, 2006

Fiesta Development

By: _____

Dated: March ____, 2006

Olinger Riverside Limited Partnership

By: _____
Leonard B. Olinger

Dated: March ____, 2006

Diamond Riverside Limited Partnership

By: _____
Beatrice Diamond

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SETTLEMENT AGREEMENT AND FINAL STIPULATED JUDGMENT

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Dated: March ____, 2006

Cherry Valley Acres & Neighbors

By: _____
Patsy Reeley

Dated: March ____, 2006

Cherry Valley Environmental Planning Group

By: _____
Walt Beckman

Dated: March ____, 2006

City of Beaumont

By: _____

Dated: ^{May} ~~March~~ ____, 2006

Nobel Creek Meadows, LLC

By: _____
Jack Vander Woude

Dated: March ____, 2006

Fiesta Development

By: _____

Dated: March ____, 2006

Olinger Riverside Limited Partnership

By: _____
Leonard B. Olinger

Dated: March ____, 2006

Diamond Riverside Limited Partnership

By: _____
Beatrice Diamond

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Dated: March ____, 2006

Cherry Valley Acres & Neighbors

By: _____
Patsy Reeley

Dated: March ____, 2006

Cherry Valley Environmental Planning Group

By: _____
Walt Beckman

Dated: March ____, 2006

City of Beaumont

By: _____

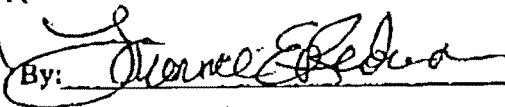
Dated: March ____, 2006

Nobel Creek Meadows, LLC

By: _____
Jack Vander Woude

Dated: March ____, 2006

^{11/16} Fiesta Development

By:  _____

Dated: March ____, 2006

Olinger Riverside Limited Partnership

By: _____
Leonard B. Olinger

Dated: March ____, 2006

Diamond Riverside Limited Partnership

By: _____
Beatrice Diamond

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Dated: March ____, 2006

Cherry Valley Acres & Neighbors

By: _____
Patsy Reeley

Dated: March ____, 2006

Cherry Valley Environmental Planning Group

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Dated: March ____, 2006

City of Beaumont

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Nobel Creek Meadows, LLC

By: _____
Jack Vander Woude

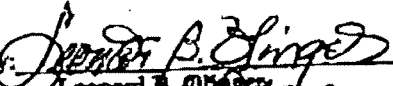
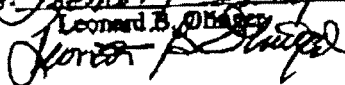
Dated: March ____, 2006

Fiesta Development

By: _____

Dated: March ____, 2006

Olinger Riverside Limited Partnership

By: 
Leonard B. Olinger


Dated: March ____, 2006

Diamond Riverside Limited Partnership

By: _____
Beatrice Diamond

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From-COX, CASTLE, & NICHOLSON

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Dated: March ____, 2006

Cherry Valley Acres & Neighbors

By: _____
Patsy Reeley

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Cherry Valley Environmental Planning Group

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Diamond Riverside Limited Partnership

By: Beatrice Diamond
Beatrice Diamond

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ORDER

IT IS SO ORDERED, ADJUDGED AND DECREED. This Court shall retain jurisdiction over this matter pursuant to Section 664.6 of the Code of Civil Procedure to supervise, interpret, and enforce the terms of this Final Stipulated Judgment.

Dated: 5/24/06

STEPHEN D. CUNNISON
Hon. Stephen Cunnison
JUDGE OF THE SUPERIOR COURT

Exhibit A

The Project that is the subject matter of this Agreement is known as the Noble Creek Vistas Specific Plan as approved by the City Council of the City of Beaumont on February 15, 2005 and consisting of the following County of Riverside Assessor's parcels:

406-290-028	Bianchi Properties, Ltd.
406-290-034	Mike and Donna Bell
406-290-035	Pure Rock Community Church
406-070-024	Nobel Creek Meadows, LLC
406-070-038	Diamond Riverside Limited Partnership and Olinger Riverside Limited Partnership
406-070-046	Diamond Riverside Limited Partnership and Olinger Riverside Limited Partnership
406-080-011	Fiesta Development
406-080-032	Fiesta Development

Exhibit B

[Revised] CONDITIONS OF APPROVAL

**NOBLE CREEK VISTAS
SPECIFIC PLAN
REVISED CONDITIONS OF APPROVAL (3/21/06)**

GENERAL CONDITIONS

1. The following conditions of approval are for the **NOBLE CREEK VISTAS SPECIFIC PLAN** and consist of **Conditions 1 through 36 inclusive**.
2. The Noble Creek Vistas Specific Plan shall consist of the following, components as approved through City of Beaumont City Council Resolution No. 2005-_____.
 - a. Approved Noble Creek Vistas Specific Plan Text (final document incorporating all changes made through public hearing process).
 - b. Exhibits "A" and "B," Final Environmental Impact Report, Findings of Fact and Mitigation Monitoring Program.
 - c. Exhibit "C": Specific Plan Conditions of Approval.
 - d. These Revised Conditions of Approval.

All mitigation measures as contained in the Final EIR shall be conditions of approval for the project. Subsequent to the completion of the public hearing process, the Applicant shall finalize the Specific Plan to incorporate all changes and modifications, and provide the Director with 25 bound and one reproducible copies of the Specific Plan text and exhibits, and the Final Environmental Impact Report.

3. If any of the following conditions of approval differ from the specific plan text or exhibits, the conditions enumerated herein shall take precedence.
4. Mitigation measures for impacts to the Beaumont Unified School District and any other districts which may ultimately serve the project shall be identified prior to the recordation of implementing tentative subdivision maps in accordance with the State laws and City Council policies in effect at the time of application submittal.
5. The development standards contained in the approved Specific Plan shall become the prevailing land use regulations for the areas contained within the Noble Creek Vistas Specific Plan. These regulations will have full force of the Zoning Ordinance of the Beaumont Municipal Code through application of the SPA (Specific Plan Area) Zone. Where conflicts exist between approved Specific Plan and the Beaumont Zoning Ordinance, the Specific Plan regulation shall prevail. Subject to the vesting effect of the Development Agreement, where conflicts existing between the Specific Plan and the provisions of the

NOBLE CREEK VISTAS SPECIFIC PLAN

Conditions of Approval

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Municipal Code, other than the Zoning Ordinance, the provisions of the Municipal Code shall prevail.

6. Development applications for development portions of the Specific Plan area which incorporate common areas shall be accompanied by design plans for the common area. Such plans shall specify the location and extent of landscaping and irrigation systems. Additionally, all circulation components (vehicular, pedestrian and/or equestrian) shall be indicated, and the approximate locations of structures or groups of structures shall be indicated.
7. A parcel map filed for the purposes of phasing or financing shall not be considered a development application for the purpose of these conditions. Tentative Tract Maps No.28988 and 29267, which have been held in abeyance due to litigation related to prior efforts to develop the subject site, shall be subject to a new approval date of February 15, 2005, subsequent to which the initial two-year approval duration shall ensue.
8. The Planning Director may require special studies or reports in connection with implementing development applications for each planning area, if and to the extent reasonably necessary for appropriate review of a development application or as required under applicable law. Such reports may include, where appropriate:

Study/Report

- a. Preliminary Soils and Geotechnical Report
 - b. Erosion and Sedimentation Control Plan
 - c. Streetscape, parkway and median landscape plan
 - d. Fencing and wall plan
 - e. Traffic and circulation assessment to document adequacy/function of proposed improvements
 - f. Fuel modification plan
 - g. Acoustical Study
 - h. Cultural Resource Assessment
9. Common areas identified in the Specific Plan (i.e., parks, entry features, parkways, medians

NOBLE CREEK VISTAS SPECIFIC PLAN

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and open space features) shall be designed, developed, owned and maintained through the City's Community Facilities District (CFD), with all developers/landowners and subsequent occupants in the project responsible for a pro rata share of the cost of CFD formation, design and development of common facilities and parks, and for the long-term maintenance of such improvements. The project developers also will create a Noble Creek Vistas Homeowners Association (HOA) of which each homeowner in the Specific Plan shall belong. Should the CFD be dissolved for any reason the HOA will become activated and will have the same responsibilities as the CFD, including without limitation, the design, development, ownership and maintenance of all common areas identified in the Specific Plan.

10. Prior to issuance of a building permit for the construction of any use contemplated by this approval, any developer shall first obtain clearance from the Planning Department that all pertinent conditions of approval of the specific plan have been satisfied for the subject phase of development.
11. If and to the extent required by applicable law, an environmental assessment shall be conducted for each subsequent development applications including, but not limited to, parcel map, tract, change of zone, plot plan, use permit, variance or specific plan amendment. Said environmental assessment shall, to the greatest extent feasible under the California Environmental Quality Act (CEQA), utilize the evaluation of impacts addressed in the EIR prepared for the Noble Creek Vistas Specific Plan. The Noble Creek Vistas Specific Plan EIR shall be used as a Program EIR in evaluating subsequent discretionary entitlement actions.
12. The Noble Creek Specific Plan shall remain unmodified (except for modifications requested by the Applicant and approved by the City) for 15 years. Should the entire project not be built out in that period of time, the City shall be entitled to adopt specific plan amendments for any portion of the project which has not been constructed within 15 years.
13. The Applicants (or their successors-in-interest, as the case may be) shall defend, indemnify, and hold harmless the City of Beaumont, its agents, consultants, officers, and employees from any third-party claim, action or proceeding against the City of Beaumont or this agents, consultants, officers, or employees to attach, set aside, void or annul an approval of the City of Beaumont, its advisory agencies, appeal boards or legislative body concerning the Noble Creek Vistas Specific Plan. The City of Beaumont will promptly notify the Applicants or their successors of any such claim, action, or proceeding against the City of Beaumont and will cooperate fully in the defense.
14. The Applicants shall defend, indemnify and hold harmless the City of Beaumont and its employees, agents, consultants, officers and contractors from any third-party claim, action or proceeding related to the environmental documentation pursuant to the California

NOBLE CREEK VISTAS SPECIFIC PLAN

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Environmental Quality Act associated with the Noble Creek Vistas Specific Plan.

15. In accordance with Section 711.4 of the California Fish and Game Code, the Applicants/subdividers are obligated to pay a filing fee to defray cost incurred by the Department of Fish and Game in managing and protecting fish and wildlife trust resources. The Applicants/subdividers are also obligated to pay a documentary handling fee to defray costs incurred by the City of Beaumont in implementing the Department of Fish and Game filing fee program. These fees shall be paid to the County Clerk if the County of Riverside at the time of filing a notice of determination pursuant to Section 21152 of the Public Resources Code. Applicants shall not be entitled to exercise their rights under the Specific Plan or the Development Agreement until such fees have been paid. The amount of the fees shall be in accordance with legally adopted fees at the time of the filing of the notice of determination.

LAND USE CONDITIONS

16. The Specific Plan may be developed up to a maximum yield of 648 dwelling units, each of which shall be a detached single family home. Densities for each Planning Area shown in Figure 1 of the supplement to the Specific Plan shall be determined through the appropriate development application, but not limited to, the following:
 - a. Adequate availability of services;
 - b. Adequate access and circulation;
 - c. Sensitivity to land forms;
 - d. Innovation in housing types, design, conservation, or opportunities; and
 - e. Sensitivity to neighborhood design through appropriate lot and street layouts.
17. The following standards shall govern development of the specified components of the Specific Plan's land use plan:
 - a. The minimum lot size throughout the project shall be 6,000 square feet, and each Planning Area shall have an average lot size of at least 7,500 square feet.
 - b. A minimum of 25 percent of the developable residential lots established in Planning Area 8 and a minimum of 25 percent of the developable residential lots established in Planning Area 11 shall be at least 7,200 square feet in size.
 - c. A minimum of 25 percent of the developable residential lots established in Planning Area 7 shall be at least 7,200 square feet in size.
 - d. A minimum of 75 percent of the developable residential lots established in Planning Area 7 shall have rear setbacks with a minimum average depth of 20 feet.
 - e. All residential lots which back up to Beaumont Avenue (Planning Areas 2 and 10) shall be at least 10,000 square feet in size. At least 25% of all lots backing up to

NOBLE CREEK VISTAS SPECIFIC PLAN

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- Beaumont Avenues shall be minimum 15,000 square feet in size.
- f. All residential lots which back up to Brookside Avenue shall be at least 10,000 square feet in size. At least 25% of all lots backing up to Brookside Avenue shall be minimum 15,000 square feet in size.
 - g. At least 50% of all homes backing up to Beaumont Avenue and at least 50% of all homes backing up to Brookside Avenue shall be single story homes.
 - h. All homes within the Specific Plan are to be constructed and certified under the California Green Builder program as described on the California Green Builder website, www.cagreenbuilder.org as of March 10, 2006. The City will not issue any certificates of occupancy for the homes within the Specific Plan until the California Green Builder certificates are obtained for those homes.i. A multi-purpose trail, subject to the design approval of the Planning Director, shall be provided along the entire Brookside Avenue frontage.
 - j. Fencing materials within the project shall be limited to materials such as masonry, stucco, tubular steel or vinyl, as approved by the Director of Planning. Wood fencing shall not be permitted within the project.
 - k. There will be a 40 foot landscape buffer from the western edge of the Beaumont Avenue right of way to the Project boundary, with a berm along the project wall, and a meandering sidewalk within the landscape buffer.
 - l. There will be a permeable surface in a 25 foot radius around the deodar cedar trees (except in those areas on the street side of the trees in which there is a distance of less than 25 feet to the street).
 - m. The 11 foot right of way along the west side of Beaumont Avenue shall be designated a landscape right of way.
 - n. There will be a 40 foot landscape buffer along the southern edge of Brookside Avenue right of way to the Project boundary. There will be a landscape buffer ranging from 18 to 38 feet along the southern edge of Noble Creek Parkway.
 - o. The landscape buffers and landscape right of way described above will utilize drought resistant plants consistent with City landscape standards. The landscape buffers, landscape right of way and deodar cedars shall be maintained by the CFD as described in paragraph 9, above.
18. Lots created pursuant to this specific plan shall be in conformance with the development standards of the SPA zone as established by this Specific Plan and the corresponding Planning Area standards for each Planning Area.
 19. All grading within the specific plan shall be performed in accordance with the following conditions and development criteria:
 - a. All grading shall take place in accordance with the City's adopted policies in effect at the time permits are issued and the grading criteria contained in the Specific Plan.

NOBLE CREEK VISTAS SPECIFIC PLAN

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- b. Where cut and fill slopes are created in excess of 5 feet in vertical cut height or 3 feet in vertical fill height, detailed landscaping and irrigation plans shall be submitted to the City prior to approval of grading plans. The plans will be reviewed for type and density of ground cover, seed mix, plant materials, staking details, and sizes and irrigation systems.
20. Applicants shall incorporate the following defensible space concepts into the design of projects which shall be included within all development plans and reviewed and approved by the City Police Department prior to approval of implementing projects:
 - a. Circulation for pedestrians, vehicles and police patrols.
 - b. Lighting of streets, walkways, bikeways, and commercial and industrial areas.
 - c. Visibility of doors and windows from the street and between buildings.
 - d. Fencing heights and materials.
21. In the event that, during or following grading of the project site or portions thereof, economic or other conditions prevent the Developer(s) from continuing with the project within a reasonable amount of time, as determined by the City, the City shall so notify the Developer(s) who shall contact the City Planning Department to identify necessary activities that the Developer must implement to protect public safety and minimize/prevent environmental degradation, particularly due to wind and water erosion. The Developer(s) shall be required to reimburse the City for the cost of activities to satisfy this condition.
23. Each developer shall use its best efforts to ensure that all construction contractors and subcontractors properly dispose of all wastes generated in permitted landfills or with a licensed recycling company. If any improper dumping of construction waste occurs, the developer of the portion of the Specific Plan area from which such wastes were taken shall guarantee reimbursement to the City of costs incurred by it associated with clean up, proper disposal, any necessary revegetation and legal penalties and remedies.
24. Construction areas shall be fenced as required by the City to preclude the creation of an attractive nuisance and to limit access to and disturbance of sensitive habitat areas.
25. An obsolete exhibit is contained in the Specific Plan document for Planning Area 2. Said exhibit shall be replaced with the correct exhibit in the final document.
26. Any front setbacks which may be proposed which are less than 20 feet, such as for side-entry garages as provided for in the Specific Plan, shall be subject to the review and approval of the Planning Commission in the form of a Plot Plan.

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CIRCULATION PLAN CONDITIONS

27. The Circulation Plan contained in the Specific Plan shall be modified as follows:
- a. The cross-section for Beaumont Avenue shall be modified to reflect a divided two-lane roadway, based upon the County of Riverside standard for an industrial collector, with a right-of-way of 78 feet and a curb-to-curb width of 52 feet.
 - b. The cross-section for Noble Creek Parkway shall be modified to reflect a divided two-lane roadway, based upon the County of Riverside standard for an industrial collector, with a right-of-way of 78 feet and a curb-to-curb width of 52 feet.
 - c. The City shall not issue any certificates of occupancy for the Project until the improvements contemplated by the Specific Plan to the following streets and intersections have been completed: the intersections of Beaumont Avenue and Oak Valley Parkway, Beaumont Avenue and Cougar Way, Beaumont Avenue and Brookside Avenue and Beaumont Avenue and Cherry Valley Boulevard. Specifically, the improvements will result in compliance with the level of service required in the mitigation measures approved by the City for the Project

PHASING CONDITIONS

28. Construction of the development permitted hereby, including recordation of final subdivision maps, may be conducted progressively in stages, provided adequate vehicular access, infrastructure and public services are provided for all dwelling units and non-residential land uses in each stage of development, and further, provided that such phase of development conforms substantially with the intent and purpose of the Specific Plan Master Phasing Program and subsequent amendment as determined by the Planning Director.

PARKS AND RECREATION CONDITIONS

29. Development of the property shall be accompanied by the concurrent phased dedication and improvement of not less than 15.44 acres of fully improved and usable park area. That phased dedication shall be to the City for maintenance by a Community Facilities District or other suitable maintenance entity as determined by the City, and shall be accomplished as described below. Due to the non-definitive nature of the Specific Plan's parks program, the following requirements shall be applicable to each individual development within the Noble Creek Specific Plan area:

NOBLE CREEK VISTAS SPECIFIC PLAN

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- a. It is recognized that the Noble Creek Specific Plan is composed of several ownerships, and that park facilities shown in the Specific Plan are not proportionately assigned to the development areas which correspond with individual ownerships. As a result, the design, development and maintenance of park facilities shall be accomplished by the City through its Community Facilities District, and funded by the landowners and ultimate occupants of the project.
 - b. Prior to, or concurrent with, the recordation of any final subdivision map, the respective developer shall have the necessary assurances and financial commitments in place to ensure compliance with the applicable park requirements.
30. Prior to recordation of the first implementing subdivision map, Applicants shall obtain City (and, if necessary, LAFCO) approval for the formation of a Community Facilities District or other appropriate financing mechanism, as determined by the City, to ensure the perpetual maintenance of dedicated lands for parks and recreational purposes, and for maintenance of other landscaped areas contained within public rights-of-way, or held in fee title by the City of Beaumont.

INFRASTRUCTURE CONDITIONS

31. Drainage and flood control facilities and improvements shall be provided in accordance with Riverside County Flood Control and Water Conservation District requirements. A detailed engineered hydrology study shall be submitted for the approval of the Public Works Director prior to the recordation of any subdivision map.
32. An amendment to CEQA required the preparation of a program to ensure that all mitigation measures are fully and completely implemented. The Environmental Impact Report (EIR) prepared for the Noble Creek Specific Plan imposes certain mitigation measures on the project. Certain conditions of approval for the Noble Creek Specific Plan constitute self contained reporting/monitoring programs for certain mitigation measures. At the time of approval of subsequent development applications, further environmental reporting/monitoring programs may be established if additional mitigation is determined to be necessary through further environmental review. The mitigation monitoring program for the Noble Creek Specific Plan EIR is hereby incorporated and performance of the mitigation measures set forth therein is a condition of approval of the Specific Plan.
33. Through Community Facilities District No. 93-1, an assessment district and/or through payment of development impact fees, the Developer shall be responsible for funding the project's fair share infrastructure and facility costs, as will be determined by the City of Beaumont Comprehensive Public Facilities Financing Plan.

NOBLE CREEK VISTAS SPECIFIC PLAN

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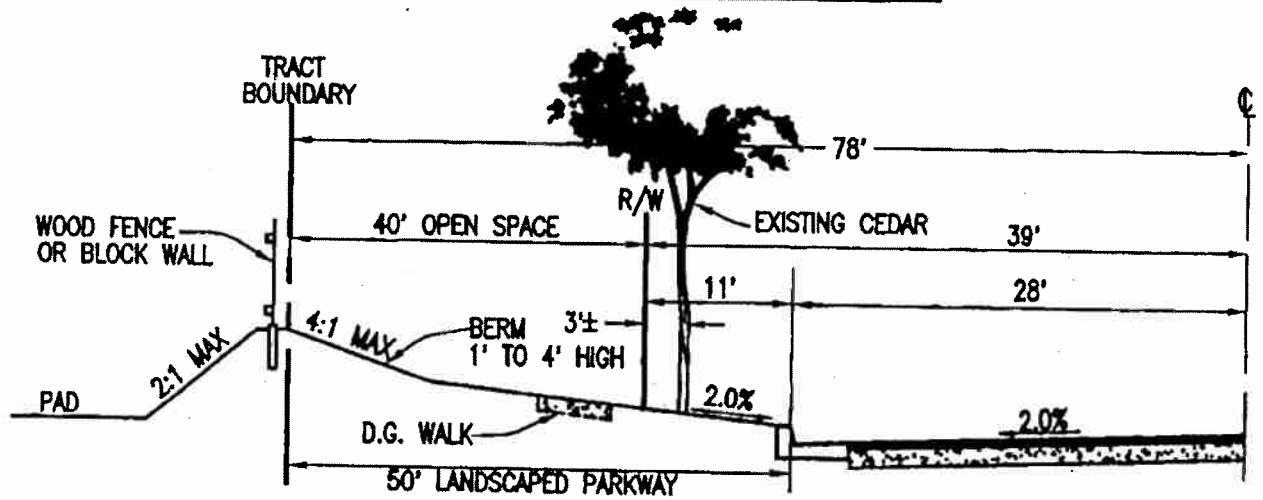
Page 10

34. Right-of-way shall be provided for and dedicated for the ultimate improvement of all roadways within or adjoining the project area in accordance with the City of Beaumont General Plan Circulation Element and the Noble Creek Vistas Specific Plan.
35. Prior to the recordation of any subdivision map for any properties fronting Beaumont Avenue, a detailed alignment study shall be prepared for the review and approval of the Planning Director and Public Works Director. The alignment study shall be accompanied by a report prepared by a qualified arborist and any recommendations necessary to protect the long-term health and viability of the trees.
36. As portions of property which adjoin the portion of Cougar Way, west of Beaumont Avenue, are developed, full-width road improvements shall provided therewith.

Exhibit C

BEAUMONT AVENUE CONCEPTUAL PLAN

STREET SECTION EXHIBIT



TYPICAL HALF-SECTION BEAUMONT AVENUE

NO SCALE

Exhibit D

BROOKSIDE AVENUE TRANSITION TO NOBLE CREEK PARKWAY

CONCEPTUAL PLAN

BROOKSIDE TRANSITION EXHIBIT

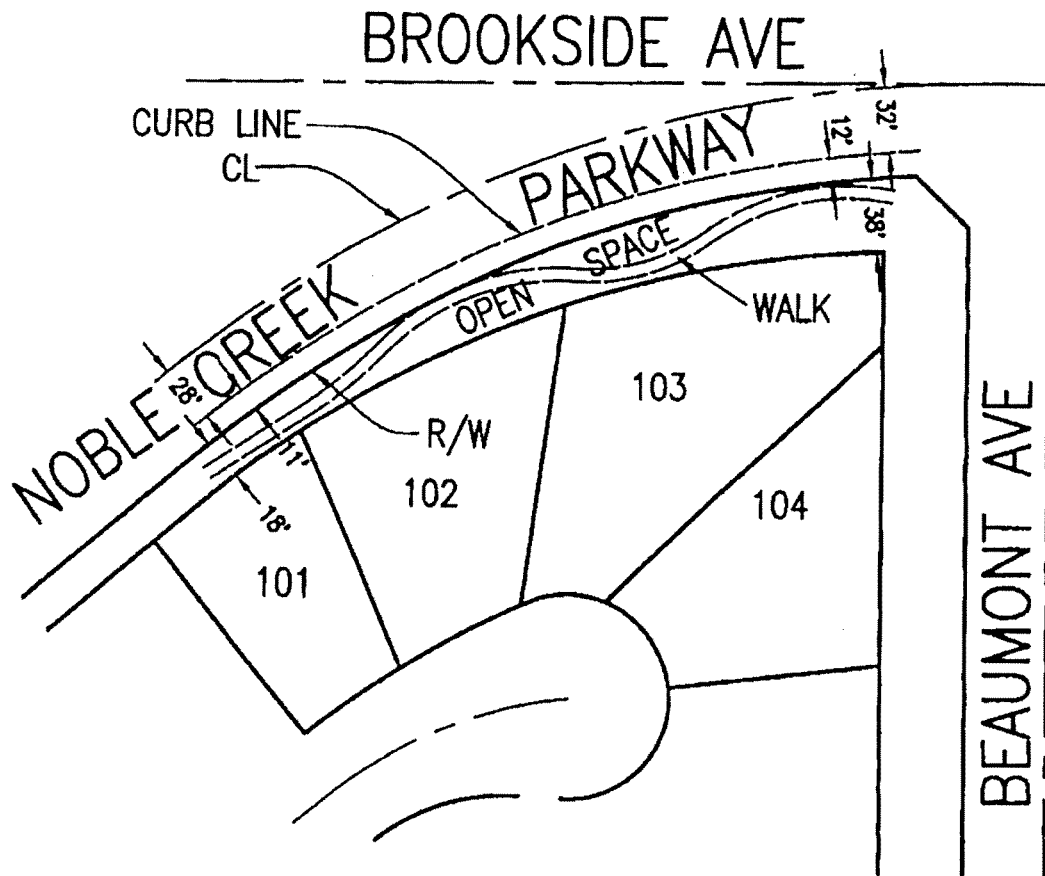


Exhibit E

[Sample] NOTIFICATION OF SETTLEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Robert C. Goodman, Esq.
Law Offices of Robert C. Goodman
177 Post Street, Suite 750
San Francisco, CA 94108

Space Above This Line for Recorder's Use

MEMORANDUM OF SETTLEMENT AGREEMENT

To Whom It May Concern:

A. [Property Owner] own real property, commonly known as _____ in the County of Riverside, California, and more particularly described in Exhibit A hereto ("the Property").

B. The Property, and certain property adjacent to it is part of the Noble Creek Vistas project ("the Project"), and was the subject of an action brought in the Riverside County Superior Court, captioned *Cherry Valley Pass Acres and Neighbors v. City of Beaumont, et al.* (Case No. RIC 427282) ("the Action")

C. The parties to the Action entered into a Settlement Agreement and Final Stipulated Judgment (the "Settlement Agreement"), which was entered by the Court on _____, 2006. The Settlement Agreement affects the Property. A copy of the Settlement Agreement is attached hereto as Exhibit B.

D. The parties to the Settlement Agreement agreed to certain modifications of the Conditions of Approval for the Project, originally approved by the City Council of the City of Beaumont on February 15, 2005, as more fully set forth in the Settlement Agreement. The Settlement Agreement provides that certain commitments made therein shall be binding upon each successive owner of the Property, and shall run with the land. Interested parties in the Property should consult legal counsel regarding the legal implications of the Settlement Agreement.

E. Nothing in this Memorandum is intended, nor shall it be construed, to alter, amend, modify or supersede any of the terms of the Settlement Agreement.

Dated: _____, 2006

By

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2006 before me, the undersigned, a Notary Public in and for the State of California, duly commissioned and sworn, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

[seal]

1 PROOF OF SERVICE BY MAIL

2 I, Daniel An, declare as follows:

3 I am employed in the City and County of San Francisco, California. I am over the age of
4 eighteen years and not a party to the within action. My business address is 177 Post Street, Suite 750,
5 San Francisco, California 94108, which is located in the county where the mailing described below took
6 place.

7 I am readily familiar with the regular collection and processing practices at my place of
8 business for mailing with the United States Postal Service. Correspondence so collected and processed is
9 deposited with the United States Postal Service that same day in the ordinary course of business.

10 On May 18, 2006, at San Francisco, California, the following document:

11 **SETTLEMENT AGREEMENT AND FINAL STIPULATED JUDGMENT**

12 was placed for deposit in the United States Postal Service in a sealed envelope, with postage fully
13 prepaid, addressed to:

14 Leonard Polyakov
15 Karen J. Lee
16 Newmeyer & Dillion LLP
17 895 Dove Street, Fifth Floor
Newport Beach, CA 92660

Joseph S. Aklufi
Aklufi & Wysocki
3403 Tenth Street, Suite 610
Riverside, CA 92501

18 and that envelope was placed for collection and mailing on that date following ordinary business
19 practices.

20 I declare under penalty of perjury under the laws of the State of California that the
21 foregoing is true and correct. Executed at San Francisco, California,
22 May 18, 2006.



23 Daniel An
24
25
26

PROOF OF SERVICE BY MAIL

I, Daniel An, declare as follows:

I am employed in the City and County of San Francisco, California. I am over the age of eighteen years and not a party to the within action. My business address is 177 Post Street, Suite 750, San Francisco, California 94108, which is located in the county where the mailing described below took place.

I am readily familiar with the regular collection and processing practices at my place of business for mailing with the United States Postal Service. Correspondence so collected and processed is deposited with the United States Postal Service that same day in the ordinary course of business.

On June 19, 2006, at San Francisco, California, the following document:

**NOTICE OF ENTRY OF SETTLEMENT AGREEMENT
AND FINAL STIPULATED JUDGMENT**

was placed for deposit in the United States Postal Service in a sealed envelope, with postage fully prepaid, addressed to:

Leonard Polyakov
Karen J. Lee
Newmeyer & Dillion LLP
895 Dove Street, Fifth Floor
Newport Beach, CA 92660

Joseph S. Aklufi
Aklufi & Wysocki
3403 Tenth Street, Suite 610
Riverside, CA 92501

and that envelope was placed for collection and mailing on that date following ordinary business practices.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed at San Francisco, California,
June 19, 2006.



Daniel An