

FRIENDS OF RIVERSIDE'S HILLS V. CITY OF RIVERSIDE, RIVERSIDE COUNTY  
SUPERIOR COURT CASE NO. RIC 446628

FRIENDS OF RIVERSIDE'S HILLS V. CITY OF RIVERSIDE, RIVERSIDE COUNTY  
SUPERIOR COURT CASE NO. RIC 426544

**SETTLEMENT AGREEMENT AND MEMORANDUM OF UNDERSTANDING**  
**BY AND BETWEEN FRIENDS OF RIVERSIDE'S HILLS**  
**AND HAWARDEN DEVELOPMENT CORPORATION**

This SETTLEMENT AGREEMENT and MEMORANDUM OF UNDERSTANDING ("Settlement Agreement") is made and entered into by and between FRIENDS OF RIVERSIDE'S HILLS ("Petitioner") and HAWARDEN DEVELOPMENT CORPORATION, EXECUTIVE HOME BUILDERS OF RIVERSIDE, ASHTON RANCH ESTATES, LLC, and A&T PARTNERS LLC, (collectively, "Hawarden"). Petitioner and Hawarden are sometimes referred to herein individually as "Party" and collectively as the "Parties."

**RECITALS**

A. The Parties dispute the adequacy of the environmental review for certain residential development projects described in more detail in Riverside County Superior Court Case No. RIC 446628 and California Appellate Court Case E040522 (Riverside County Superior Court Case Number RIC 426544) (the, "Actions"); and,

B. The Parties have agreed to use this Settlement Agreement to achieve a full and complete resolution of all claims asserted by the Petitioner in the Actions and all claims related to Tentative Tract Maps 32270 and 29628 (the, "Properties") and to eliminate, to the fullest extent possible, any further impediments to the development of the above-referenced Properties.

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

**AGREEMENT**

A. Hawarden Obligations: Hawarden and Petitioner agree to the following terms and conditions:

1. Via Vista Tentative Tract 32270.

a. Hawarden agrees to modify the development on Tentative Tract Map 32270 in substantial compliance with Exhibit "A."

b. In accordance with the Zoning Code, Title 19 of the Riverside Municipal Code, the maximum allowable building height on Tentative Tract Map 32270 is one-story, 20-feet. A variance to exceed the maximum allowable building height may only be applied for and is subject to the approval of, the City of Riverside as follows:

i. Lots 1-7 may not exceed 30 feet in height as measured from the top of the building slab to the highest point of the roof. Construction below the slab will not be considered in this height restriction.

ii. Lots 8-15 may not exceed 20 feet in height except that each

1 **EXHIBIT**     A

residence may exceed the 20 foot height limit for up to 20% of the residence, including the garage, to a maximum of 25 feet in height as measured from the top of the building slab to the highest point of the roof. Construction below the slab will not be considered in this height restriction.

iii. Friends agrees not to challenge, administratively or legally, any of these variances, or support in any way, any challenge to these variances.

iv. All height restrictions shall be recorded in the Homeowner's Association CC&Rs.

c. Stockpiling. Hawarden agrees not to stockpile any dirt from the development. Any excess dirt generated from the development will be moved off-site and will not be used within the Alessandro Arroyo proper.

d. Open Space Management Plan. An open space management plan shall be developed in substantial conformance with the plan approved for Tentative Tract Map 29628, a copy of which is attached as Exhibit "B." Annual biological reports shall be made available to the public on request.

e. Defined Area. The defined area, within lots 2, 3, 10-15 and all other lots that previously contained defined Open Space areas (identified on Exhibit "A"), including natural areas five feet off the toe of slope, shall be managed as follows:

i. The defined area within lots 2, 3, 10-15 and all other lots that previously contained defined Open Space areas will be preserved as Open Space.

ii. To the fullest extent possible, fire management shall be in the setback area adjacent to but not within the Open Space. This restriction is in no way intended to preclude best fire management practices.

iii. A restriction shall be placed in the CC&Rs that no exotic plants may be planted within the fire management setback area on Lots 2, 3, 10-15 and all other lots that previously contained defined Open Space areas.

f. Open Space. Open space on the Tentative Tract Map will be identified as shown on the modified plan attached as Exhibit "A."

g.. CC&Rs. Any provision of this Settlement recorded and enforced through a Homeowners' Association CC&R shall not be amended.

## 2. Tentative Tract 29628.

a. Hawarden agrees to modify the development in substantial compliance with Exhibit "C." The modifications are generally described as follows:

i. Lots 2 and 3 will be designated as open space lots, not to be used for residential purposes, and offered for dedication to a land conservancy or added as open space to an adjacent openspace lot or Home Owners Association ("HOA") property. The land in Lots 2 and 3 shall be developed in substantial conformance with the open space management plan approved for Tentative Tract Map 29628, a copy of which is attached as Exhibit "B" or managed by a land conservancy. An access trail head, originating on Crystal View Terrace, shall be dedicated on Lots 2 and 3 to connect to the trail route identified on Exhibit "C".

ii. Eternal Way will be modified in front of Lots 6, 7 and 18 to provide for a greater setback from the tributary.

iii. The building pads for lots 6, 7, 8, and 9 will be modified to set back further from the tributary.

iv. Crystal View Terrace will be moved approximately 60 feet southwest of its approved location.

v. Lot 19's building pad will be modified to a location adjacent to Overlook Parkway. A cul-de-sac of approximately 150 feet will be placed off of Overlook Parkway to provide access for lots 19, 34, and 35.

vi. Miracle Mile will be relocated approximately 500 feet west of its approved location to provide access to the lots on the northside of Overlook Parkway.

vii. Lot 20's building pad will be modified to accommodate the revised location of Miracle Mile.

viii. The Miracle Mile cul-de-sac will be shorted to the fullest extent practical to avoid further grading in the tributary or arroyo. The driveways for lots 29 and 30 will be modified accordingly.

b. Lot 33. Hawarden agrees to modify Lot 33 on Tentative Tract 29628 to a pad elevation of approximately 1,445 and further agrees move the pad grading south away from the rock outcropping and tributary which are located near the north boundary line of the Lot 33 property line.

c. Crystal View Terrace. Hawarden will build one 6 foot 6 inches high by 20 foot wide soft-bottomed culvert at Crystal View Terrace, adjacent to Lot 6 as identified on Tentative Tract 29628.

d. Lots 7 and 8 on Tentative Tract Map 29628. Hawarden will build one 4 foot high by 8 foot wide soft-bottomed culvert on the drive-way to Lots 7 and 8 as identified on Tentative Tract Map 29628.

e. Stockpiling. Hawarden agrees not to stockpile any dirt from the development. Any excess dirt generated from the development will be moved off-site and will not be used within the Alessandro Arroyo proper.

f. In accordance with the Zoning Code, Title 19 of the Riverside Municipal Code, the maximum allowable building height on Tentative Tract Map 29628 is one-story, 20-feet. A variance to exceed the maximum allowable building height may only be applied for and is subject to the approval by the City of Riverside as follows:

i. Lots 8, 10, 14, 16, 22, and 25 may be two-story homes not to exceed 30 feet in height as measured from the top of the building slab to the highest point of the roof. Construction below the slab will not be considered in this height restriction.

ii. Lot 27 is restricted to a single story home and may not exceed 27 feet in height as measured from the top of the building slab to the highest point of the roof. Construction below the slab will not be considered in this height restriction.

iii. Lot 29 is restricted to a maximum of 27 feet in height in the

turret tower element, not to exceed ten percent (10%) of the overall building area. A maximum of twenty-five percent (25%) of the house, not including the tower element, may exceed 20 feet in height but shall not exceed 25 feet in height.

iv. Lots 1, 5, 6, 7, 9, 11, 12, 13, 15, 17, 18, 19, 20, 21, 23, 24, 26, 28, 30, 31, 32, 33, 34 and 35 may not exceed 20 feet in height except that each residence may exceed the 20 foot height limit for up to 20% of the footprint of the residence, including the garage, to a maximum of 25 feet in height as measured from the top of the building slab to the highest point of the roof. Construction below the slab will not be considered in this height restriction.

v. Friends agrees not to challenge, administratively or legally, any of these variances or support in any way, any challenge to these variances.

vi. All height restrictions shall be recorded in the Homeowner's Association CC&Rs.

g. Open Space Management Plan. An open management plan is attached as Exhibit "B". Annual biological reports shall be made available to the public on request.

3. Defined Area. The defined area, within lots 6, 7, 8, 9, 19, 33, 34 and all other lots that previously contained defined Open Space areas, including natural areas five feet off the toe of slope, shall be managed as follows:

a. The defined area within lots 6, 7, 8, 9, 19, 33, 34 and all other lots that previously contained defined Open Space areas will be preserved as Open Space.

b. To the fullest extent possible, fire management shall be in the setback area adjacent to but not within the Open Space. This restriction is in no way intended to preclude best fire management practices.

c. A restriction shall be placed in the CC&Rs that no exotic plants may be planted within the fire management setback area on Lots 6, 7, 8, 9, 19, 33, 34 and all other lots that previously contained defined Open Space areas.

4. Conceptual Trail Route. Hawarden shall cause a trail route to be dedicated to the City of Riverside in substantial compliance with the preferred alternative trail route as shown on Exhibit "C" in red. In the event that the preferred alternative trail route is not feasible, Hawarden shall cause an alternative route to be dedicated to the City of Riverside in an area between the preferred alternative trail route and the secondary alternative trail route. Hawarden shall provide the City of Riverside with an easement for the dedication of a trail route as shown on Exhibit "C." As per Hawarden's conditions of approval, Hawarden shall provide funding to the City of Riverside for the construction of the trail route, or in the alternative, Hawarden shall build the route.

5. Open Space. Open space on the Tentative Tract Map will be identified as shown on the modified plan attached as Exhibit "C."

6. CC&Rs. Any provision of this Settlement recorded and enforced through

a Homeowners' Association CC&R shall not be amended.

7. Letter to RCRCDD. The Parties have agreed to the form and substance of a letter, attached as Exhibit "D", to be submitted by Hawarden to the Riverside Corona Resource Conservation District ("RCRCDD"). The letter to RCRCDD will be submitted by regular United States Mail to the RCRCDD upon dismissal of California Appellate Court Case E040522 (Riverside County Superior Court Case No. RIC 426544) and entry of the Stipulated Settlement Agreement in Riverside County Superior Court Case No. RIC 446628.

B. Final Agreement. It is the intent of the Parties that this Settlement Agreement defines and limits the terms of the Parties' agreement. The Parties further agree that this Settlement Agreement shall be filed with the Court as a Stipulated Settlement Agreement in Riverside County Superior Court Case No. 446628 within five (5) working days of execution of this Settlement Agreement. This Settlement Agreement shall provide the terms of the Stipulated Settlement Agreement and shall be an exhibit to the Stipulated Settlement Agreement. The Parties agree to be bound by the terms of the Stipulated Settlement Agreement and to submit themselves to the continuing jurisdiction of the Court in Riverside County Superior Court Case No. 446628 to specifically enforce the provisions of this Settlement Agreement and the order and judgment thereon.

C. Petitioner's Obligations: In exchange for the commitments set forth above, Petitioner and its members, representatives, employees, officers, agents, attorneys and designees waives, relinquishes and covenants not to file any petition, complaint, motion, proceeding or action of any kind that (i) asserts any claims, rights or causes of action which were alleged or which could have been alleged, and/or (ii) challenges the validity of any approvals, entitlements, variances, grading exceptions or licenses related to the projects described in the Actions or held by any Party, or the City of Riverside, or any other discretionary approvals existing or contemplated as of the date of execution of this Settlement Agreement. This Settlement Agreement represents a full and complete resolution of all claims asserted by the Petitioner in the Actions and all claims related to the Properties and fully resolves all claims related to the Actions that may be brought against the City of Riverside. This release specifically includes, but is not limited to, any approvals necessary to effectuate the Stipulated Settlement Agreement. Within five (5) business days of the Parties executing this Settlement Agreement, Petitioner will file a Stipulated Settlement Agreement and dismiss all claims in Riverside County Superior Court Case No. 446628. Within five (5) business days of execution of this Settlement Agreement, Hawarden will move to dismiss California Appellate Court Case E040522 (Riverside County Superior Court Case No. RIC 426544). Petitioner will take all steps necessary to ensure that the judgment in Riverside County Superior Court Case No. RIC 426544 does not become binding or enforceable and will move to vacate and/or dismiss all pending hearings and/or motions before the Court in Riverside County Superior Court Case No. RIC 426544.

D. Claims Released. Petitioner and its members representatives, employees, officers, agents, attorneys and designees, on the one hand, and Hawarden on the other hand, hereby release and forever discharge the other and their predecessors, successors, agents, officers, directors, shareholders, attorneys, and any person claiming by or through any of them from any and all claims, demands, liabilities, obligations, causes of action, damages, judgments, payments, attorneys' fees and costs, both known and unknown, that the releasing Party may now have or might hereinafter have. With regard to the matters being released herein, other than those created

by this Agreement, the Parties and Petitioner's individual members waive the provisions of Section 1542 of the California Civil Code, and any other similar statute, rule or case law. The Parties have read and understood Section 1542, and have consulted with counsel regarding its terms. Section 1542 provides as follows:

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

E. **Attorneys' Fees.** Hawarden shall pay to Petitioner's attorney, Johnson & Sedlack, eighty-five thousand dollars (\$85,000) within fifteen (15) days of execution of the Stipulated Settlement Agreement in Riverside County Superior Court Case No. RIC 446628. Neither Hawarden nor the City of Riverside shall pay any portion of the judgment for costs and attorney's fees entered in favor of Petitioner in Riverside County Superior Court Case No. 426544, and Petitioner shall forbear enforcement of their judgment for costs and attorney's fees against Hawarden, including but not limited to seeking dismissal of the pending motion for attorney's fees.

F. **Compromise of Disputed Claims.** The Parties agree that these terms of settlement represent the compromise of all disputed claims as a way to resolve the Actions and shall in no way constitute, be construed as, or be implied to be an admission of liability or fault of any kind, or an admission of any other Parties' contentions.

G. **Non-Retaliation.** Hawarden, and its members, shall not engage in, or assist in, any acts of retaliation against Petitioner or its members as a result of Petitioner's commencement and maintenance of the Actions.

H. **Acknowledgement.** The Parties acknowledge that they have read this Settlement Agreement, that they have had the Settlement Agreement explained to them by legal counsel or educational advocate of their choice, that they are aware of the content and legal effect of the Settlement Agreement, that they are acting on the advice of legal counsel of advocate of their choice, and that they are not relying on any representations made by any other Party or any of the employees, agents, representatives, or attorneys of any other Party, except as expressly set forth in this Settlement Agreement.

J. **All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the Parties and their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, devisees, administrators, representatives, lessees, and all other Persons acquiring any rights or interests in the Property, or any portion thereof, whether by operation of laws or in any manner whatsoever and shall inure to the benefit of the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns;**

I. **Signatures.** This Settlement Agreement may be signed in counterparts such that signatures appear on separate signature pages. The Parties agree that faxed signatures are binding for this Settlement Agreement. Each Party represents and warrants to each other Party

EXHIBIT a

U  
H  
S  
T

E  
E  
E  
R  
R

A  
A  
A

2  
6  
E  
E  
E

F  
L  
2  
3  
4  
6  
7  
2  
1

EXHIBIT 2

**Exhibit "B"**  
**Open Space Management Plan**  
**TM 29628 (Hawarden Meadows)**

The approximately 16 acre open space area within Tract 29628 will be maintained by the project Homeowners' Association (HOA) (see Open Space exhibit, pursuant to approved Tract Map). The open space area will be managed for the sole benefit of native species and preservation of archeology, resources, onsite arroyos and tributaries. The (HOA) will work closely with The Riverside Land Conservancy (RLC) with independent yearly biological monitoring of the area preformed by a City approved biologist. This report will be made available to the public upon written request.

To ensure effective management of the approximately 16 acre open space area, the following activities will take place:

- I. a. All activities that may harm or significantly disturb native wildlife or impact their habitat within the conserved open space areas will be discouraged. These activities include, but are not limited to, recreation (e.g., hiking, biking, walking pets), agriculture, gardening, dumping of garbage, off-road vehicle use, and construction of roads or other structures including wireless communication cell towers, except as allowed with prior easements rights, with the exception of a City approved hiking trail pursuant to Condition of Approval #42.
- b. Signs will be erected indicating the importance of the area as a sensitive habitat reserve and prohibiting pet access, motorized vehicle use, and all activities that may harm or significantly disturb wildlife or impact their habitat within the conservation easement area, except for the trail area mentioned in conditions of approval #42.
- c. Vegetation within the open space will not be disced for fuel modification purposes. Instead, flammable vegetation types, if present, will be hand removed, as approved by local fire officials.
- d. Fencing will separate the open space areas where residential lots abut the main branch of the Alessandro Arroyo regarding lots 5, 30, 31, 33, 34 and 35. The fences will be installed by each homeowner for the purpose of limiting human access into open space areas. No direct access to the Arroyo open space area through the fences will be provided to the homeowners except for yearly fire prevention. The restrictions will be included in the Covenants, Conditions and Restrictions (CC &Rs) for Tract 29628 and will be enforced by the Tract HOA. Lots 2 & 3 will be designated as open space lots, not to be used for residential purposes.

**EXHIBIT   b**

e. In the initial escrow the applicant will include the Open Space Management Plan within the CC&R's and the latest brochure of the *Guide for living at the Urban-Wildlands Interface*, published by the Riverside-Coronal Resource Conservation District.

f. Testing, recovery, and stabilization of biological/archeological, historical and cultural resources and artifacts, and management activities necessary for their protection and interpretation. The HOA may enter the property at reasonable times to monitor and inspect the property to determine that its use is consistent with the preservation of Open Space.

g. The HOA has the right to require at the expense of the lot owner(s) the reasonable cost of restoration of such area or features of the property that may be damaged by inconsistent activity or use. To the fullest extent possible, fire management shall be in the setback area adjacent to, but not within the open space. This restriction is in no way intended to preclude best fire management practices.

**II. Prohibited Actions.** An activity on, or use of, the Restricted Open Space which is inconsistent with the purposes of this Open Space Easement or which is detrimental to the Conservation Values is expressly prohibited. By way of example, but not by way of limitation, the following activities and uses are explicitly prohibited:

a. The change, disturbance, alteration or impairment of the natural ecological values of the Open Space, except as provided herein;

b. The change, disturbance, alteration or impairment to the wildlife located in the Open Space, except provided herein;

c. The introduction of non-native/exotic plants in Open Space Easement.

d. The placement or construction of any human-made modification, such as fences, buildings, roads and driveways.

e. The use of the Property for hunting or trapping of animals.

f. The removal, destruction or cutting of trees or plants, except to the extent provided herein;

g. The use of biocides or agri chemicals on the Property.

h. The dumping of waste, ashes, trash and unsightly or offensive material on the Property.

i. The alteration, manipulation or disturbance of natural water courses, such as streams and/or arroyos.

**EXHIBIT   6**

j. Except to the extent strictly necessary for the Owner or HOA to manage and maintain the Property consistent with this Management Plan/Easement, the use of motor vehicles and/or off road vehicles is prohibited.

k. Signs and other advertising materials within the Open Space, except the following signs may be displayed (a) designation of Open Space: (b) designation of trails. (c) no trespassing signs.

l. The construction or placement of any mobile homes or trailers;

m. Industrial activity on the Property.

n. Commercial activity on the Property.

o. No above ground development or construction, non-native landscaping or fencing shall be permitted within the Open Space Easement areas.

**EXHIBIT   6**

To be provided at a later date under separate cover.

**EXHIBIT C**

Riverside-Corona Resource Conservation District  
John Gless, Director  
1441 Ravenswood  
Riverside CA 92506

Re: My Letter of March 13, 2006.

Dear Mr. Gless:

On March 13, 2006, I submitted a letter through you to the Riverside Corona Resource Conservation District (RCRCD) regarding the Friends of Riverside's Hills (FRH). That letter was written in the heat of the moment and contains allegations that I have since determined are not accurate. It was never my intention that that letter cause distress to the Riverside Corona Resource Conservation District (RCRCD) or its staff, or the Regional Water Quality Control Board (RWQCB).

After numerous meetings with members of the FRH, in which we worked together to settle several lawsuits, I now understand that they are committed to their goal of protecting the environment and are not simply attempting "to stop projects within the City of Riverside." I recognize that their goal is to ensure that projects proceed in broad conformance with state law and City codes, particularly those projects that develop within the City's arroyos and hillsides. In fact, I now know that FRH adheres to a Mission Statement to ensure compliance with (among other things) the voter-approved initiatives R and C.

I understand that FRH, or any other citizen group, has a right to use documents from a variety of sources, including public documents from public agencies such as the RCRCD, RWQCB, and California Department of Fish and Game, etc., to support its positions. Moreover, I recognize that public agencies are often solicited for their comments as part of the process of project evaluation and consequently such agencies are obliged to point out to the City issues within the particular agency's jurisdictional expertise that the City can then consider in evaluating a given project. As such, I recognize that it is frequently appropriate for RCRCD to comment on the analysis presented in an Environmental Initial Study or an EIR, using the information and expertise available to them.

In the case of my own project, I accept that the evidence presented by FRH and others at public meetings and as part of the public review process, including photographs, were valid components of the administrative record. While I may not agree with the analyses presented or the positions taken, I recognize that the RCRCD had the right to comment on my project. I therefore unreservedly withdraw the accusation that FRH "were using the RCRCD for their own agenda and benefit" and that it intentionally used the staff of the RCRCD to achieve this end.

I fully retract the unsubstantiated accusation (originally made to me by a developer's consultant) that FRH exhibits bias in favor of certain property owners that have "personal influence with the members of this group", whereas others must "ask the Friends their

**EXHIBIT**   d

permission to develop their property". FRH has explained to me that they evaluate each project in an objective fashion, and only object to projects that in their view constitute a significant violation of the principles embodied in Measures R and C and/or other state or city codes. This of course does not mean that others may not disagree with their concerns.

I realize that the March 13, 2006 letter included a serious claim that extortion money had been paid to FRH, which claim I now retract. Based upon current and accurate information provided by FRH, including a declaration from FRH's attorney, I now understand and accept, and have no information to the contrary, that FRH has neither attempted to obtain nor received any money for not suing about any project, nor has it ever received any money from any project about which it did sue other than as a partial reimbursement of attorneys fees and costs paid by them in connection with that project.

While my March 13, 2006 letter accused FRH of attempting to control RCRCDD and the Water Quality Control Board, during our discussions in recent months, FRH explained that they are merely trying to solicit support, and expert opinion for their positions regarding the benefits or concerns about a project. I also understand that they are trying to call attention to environmental concerns affecting agencies that may not have been previously considered. While I may not agree with their concerns or conclusions, it is clearly within their right to call these items to the attention of agencies.

FRHs has repeatedly explained that it is not their intent to harm, delay, obstruct and stop projects from being approved at all costs, but rather, FRH have advised me that they are seeking to achieve modifications in projects that will make them more nearly conform to the requirements of Measures R & C and to protect the resources of the City.

Understandably, developers and environmental groups frequently have different opinions regarding project approval and development. However, based on my discussions with FRH during our recent settlement meetings, I retract the accusation that FRH is an "unethical conservation group" and that FRH "do or say whatever is necessary to hurt the property owner." The letter also inadvertently implied that my attorneys had said that FRH or its actions were unethical, whereas in fact my attorneys said no such thing, and I now state that to the best of my knowledge FRH's actions have been legal and ethical. I recognize that while developers, in consultation with city staff, create their own timetable for the consideration of projects, public-interest groups and public agencies may sometimes have limited time to evaluate and comment on projects, particularly when staff reports are not available until a few days before the public hearing. As a result, it is not surprising that comments from such groups are sometimes submitted near the end of the process, as is sometimes also done by developers. This situation is far from ideal, but I recognize that the City Council can grant developers a continuance if the developer or staff believes that the new information merits a more in-depth evaluation.

I withdraw the accusations made in the March 13, 2006 letter as outlined in this follow-up letter and withdraw my request that any restrictions be imposed on RCRCDD staff. As I stated at the RCRCDD meeting, it was not my intent to attack the RCRCDD or its staff.

**EXHIBIT**   d

Additionally, it was never my intent that any staff member of RCRC D be disciplined or terminated as a result of my letter. Further, FRH has shown me that they do not undertake "environmental attacks" but instead lodge reasoned objections to projects that either appear to directly violate state or city codes and/or that request excessive variances or exceptions to those codes. I recognize that FRH continues to act in a fashion consistent with legal precedents in objecting to such projects.

In summary, I regret that my March 13, 2006 letter has caused any distress to the RCRC D Board or Staff members. Please feel free to contact me should further questions arise.

Sincerely,

---

Andrew M. Bodewin  
Managing Member, Ashton Ranch  
Estates  
Hawarden Development, President

I concur with the statements above.

---

Cathy Bodewin

Cc: Members of the RCRC D Board of Directors

Alfred "Bud" Bonnett

Roy Takeno

Carol Bartels

Charles Colladay

Stan Cooley

Members of the RCRC D staff

Shelli Lamb

Kerwin Russell

Diana Ruiz

Arlee Montalvo

**EXHIBIT**   d

**PROOF OF SERVICE**

046110  
800 23 7011  
JAN 22 2006

I, Janie Paramore declare:

I am a resident of the State of California and over the age of eighteen years, and not a party to the within action; my business address is Best Best & Krieger LLP, 3750 University Avenue, P.O. Box 1028, Riverside, California 92502. On June 22, 2006, I served the within document(s):

**STIPULATION FOR COURT'S CONTINUING JURISDICTION TO ENFORCE SETTLEMENT AGREEMENT; ORDER THEREON**

- by transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date before 5:00 p.m.
- by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Riverside, California addressed as set forth below.
- I caused such envelope to be delivered via overnight delivery addressed as indicated on the attached service list. Such envelope was deposited for delivery by \_\_\_\_\_ following the firm's ordinary business practices.

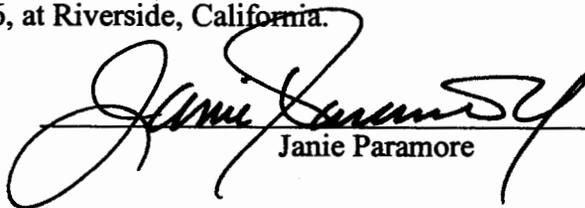
Raymond W. Johnson, Esq.  
Johnson & Sedlack  
26785 Camino Seco  
Temecula, CA 92590  
Phone: (951) 506-9925  
Fax: (951) 506-9725

Gregory P. Priamos, City Attorney  
Kristi J. Smith, Deputy City Attorney  
City of Riverside  
3900 Main Street, 5<sup>th</sup> Floor  
Riverside, CA 92522  
Fax: (951) 826-5567

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 June 22, 2006, at Riverside, California.

  
Janie Paramore