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SANTA MARGARITA AREA  
6 RESIDENTS TOGETHER

7  
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **FOR THE COUNTY OF SAN LUIS OBISPO**

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11 SANTA MARGARITA AREA RESIDENTS ) CASE NO. CV 010669  
TOGETHER, a California corporation, )  
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SANTA MARGARITA AREA RESIDENTS )  
TOGETHER, a California corporation, )  
Petitioner, )  
v. )  
COUNTY OF SAN LUIS OBISPO, a political )  
subdivision of the state of California, and DOES 1 )  
through 20, inclusive, )  
Respondents. )

Date: August 6, 2008  
Time: 9:00 am  
Place: Veterans Hall

19  
20 PLEASE TAKE NOTICE THAT on August 6, 2008 at 9:00 a.m., or as soon thereafter as this  
21 matter may be heard, at the Veteran's Hall on Grand Street, San Luis Obispo, California, Petitioner  
22 SANTA MARGARITA AREA RESIDENTS TOGETHER (hereinafter "SMART") will move this  
23 court for an order requiring Respondents to comply with the Court-monitored settlement in this  
24 matter.

25  
26 ///

27 ///

28 This motion is based upon this Notice, the attached Memorandum of Points and Authorities,

1 the Declaration of Kate Neiswender, upon all papers and pleadings on file in this action, and upon  
2 such other evidence, oral or documentary, that may be presented at the time of hearing.

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Dated: July \_\_\_\_, 2008

\_\_\_\_\_  
KATE M. NEISWENDER, Attorney  
for Petitioner SMART



1 voluntarily agree to the preparation of an EIR for any activity described in paragraph  
2 5 which is proposed, pursuant to Article 3, section 301.00 of the County's  
3 Environmental Quality Act Guidelines."

4 Once the Ranch Parties decided to bring forward a project, that would trigger the preparation of an  
5 EIR for the project and a programmatic EIR for the Ranch build-out. But SMART wanted to be  
6 involved in that process, so Paragraph 6 in the Settlement Agreement requires the Ranch Parties to  
7 include SMART in any scoping meetings:

8 "6. Scope of Future EIR(s). In the event an EIR is required pursuant to paragraph  
9 5, above, the Ranch Parties agree to prepare a Program EIR that will comprehensively  
10 evaluate reasonable development scenarios on all of the Rancho parcels; provided,  
11 however, that it is not the intent of the parties that the scope of the EIR include  
12 projects which the Ranch Parties do not intend to pursue. SMART and the Ranch  
13 Parties **shall confer in good faith with respect to the scope of any EIR** and any  
14 disputes thereover will be submitted informally for resolution by the Court rather than  
15 by separate litigation." (Bold type added)

16  
17 This paragraph also required the Ranch Parties to prepare a Programmatic EIR<sup>2</sup> that would  
18 "comprehensively evaluate reasonable development scenarios on all of the Rancho parcels..." The  
19 intent of that language in the settlement was to pare down the long list of possible projects for the  
20 Ranch. For years, SMART had seen numerous and often conflicting options for the build-out of the  
21 Ranch. SMART was concerned that the ever-growing list would prove to be an accurate description  
22 of what the Ranch Parties would eventually try to get developed on the Ranch, but without the  
23 opportunity for the community to review the entirety of the development plans.

24 The settlement language, quoted above, was intended to require an accurate description of  
25 potential projects, and have those projects comprehensively evaluated with regard to their

26 \_\_\_\_\_  
27 <sup>2</sup>  
28 This is somewhat of a misleading statement. Under CEQA, a project proponent never prepares an environmental analysis. That responsibility falls squarely on the public agency, as a matter of law. See Public Resources Code §§21080(a) and 21080.1.

1 environmental impacts, as soon as any project was initiated. With accurate and concise descriptions,  
2 each future project had to be comprehensively evaluated for its probable location on the Ranch. From  
3 SMART’s perspective, if a golf course is planned for a location which destroys vernal pools it has  
4 a different impact – and needs a completely different analysis – than a golf course location for  
5 heavily-used rangeland. Scoping of the future development scenarios was also important.

6 In 2004, the Ranch Parties decided to move forward with a new EIR on a portion of the Ranch  
7 project, which triggered the requirements of Paragraph 5<sup>3</sup>. The Notice of Preparation was issued by  
8 the County, and the County, the Ranch Parties and SMART met briefly at a meeting of the Santa  
9 Margarita Area Advisory Council. It was at this meeting that the parties discussed scoping under ¶6  
10 of the Settlement Agreement (it is unclear whether the public was informed that this was a scoping  
11 meeting for the Ranch, or whether it was simply a SMAAC meeting at which scoping was discussed).  
12 At that meeting, Planner James Caruso of the County specifically told SMART that he would be the  
13 only person, **the single point of contact**, with the EIR consultant, and that SMART’s comments and  
14 concerns over the project would be related directly to the EIR consultant by Caruso. There were  
15 several more meetings with all three parties to the Settlement Agreement – the County, the Ranch and  
16 SMART – and Caruso repeated to SMART that he would bring SMART’s concerns to the consultant.

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18 3

19 The EIR describes the project at issue as follows: “The proposed project, known as the  
20 Santa Margarita Ranch Agricultural Residential Cluster Subdivision Project and Future  
21 Development Program, includes two components: 1) an Agricultural Residential Cluster  
22 Subdivision (Tentative Tract 2586), for which an application has been filed with the County, and  
23 2) a Future Development Program, for which no application has been filed. Despite its status, the  
24 Future Development Program is evaluated in the EIR **because of a settlement agreement**  
25 **between the community group Santa Margarita Area Residents Together (SMART), the**  
26 **County, and the applicant** (Santa Margarita Ranch, LLC). This agreement required that the  
27 applicant submit a Future Development Program for the Ranch at the time of any specific  
28 entitlement request (such as the proposed Tentative Tract Map and Conditional Use Permit). The  
settlement agreement also required that as part of the CEQA evaluation of the project-specific  
application, the EIR document examine the long range effects of full buildout of the ranch (Future  
Development Program) in addition to the near term effects of proposed Cluster development.  
Therefore, the “project” reviewed by this EIR includes both the Agricultural Residential Cluster  
and Future Development Program components. For the proposed Agricultural Residential Cluster  
Subdivision, the EIR will serve as a Project EIR pursuant to Section 15161 of the *CEQA*  
*Guidelines*, and evaluate the specific proposed development characteristics.”

1 Preparation of an adequate EIR is the County's duty under the law. While the Ranch Parties  
2 may be responsible for bringing the list of potential projects to the County, it is the County's legal  
3 duty to complete the EIR in accordance with CEQA. The County cannot "pass the buck" to the  
4 Ranch Parties, as it has tried to do in the recent correspondence with SMART. The EIR that was  
5 prepared does not meet the "comprehensive evaluation" requirement of the Settlement Agreement,  
6 and that is the responsibility of the County, not the Ranch Parties.

7 The Draft EIR for the specific project (construction of 112 homes in an agricultural cluster  
8 subdivision) and the Programmatic EIR for the Ranch build-out were circulated for public comment  
9 in early 2007. There were eleven Class I impacts (significant and unavoidable) noted for the  
10 agricultural cluster subdivision and eleven Class I impacts for the Ranch build-out.

11 In April 2007, there was a meeting attended by the Ranch Parties and SMART. The Ranch  
12 Parties explained that certain changes were needed to the EIR's Project Description, changes that  
13 would "clarify" the project, and avoid the Class I impacts. Because the County's James Caruso  
14 deemed these changes significant, the decision was made to recirculate the Draft EIR.

15 The changes were fundamental. For example, in order to avoid impacts to oak trees, the  
16 Ranch proposed a modification of the "building envelope" for each house. In the new Project  
17 Description, the Ranch would not have to be concerned about oak tree impacts outside of the building  
18 envelope. But there were other changes as well. The Ranch intended to use water from Lake  
19 Nacimiento, but Caruso said that under the County's Agricultural Policy No. 11, Nacimiento water  
20 could not be used for anything other than urban development, and under County ordinances, an  
21 agricultural cluster subdivision was an agricultural use. A modified water source would have to be  
22 found. New alternatives were added in an effort to find a lesser impact development scenario.

23 The EIR consultant, Rincon Consultants, issued a letter on July 12, 2007 to James Caruso,  
24 regarding the revisions and re-scoping of the EIR for the Ranch project. A copy of that letter is  
25 attached as Exhibit B. Rincon proposed to revise the EIR in seven key areas, including water, and  
26 to add analysis of a new alternative. However, despite this, SMART was not included in any further  
27 scoping meetings, even though the Settlement Agreement required SMART's participation.  
28

1 In August 2007, SMART received a copy of a letter from the Ranch to the County, recapping  
2 meetings between the Ranch and County planning staff. This letter clearly shows that the County and  
3 the Ranch Parties discussed scoping issues. A copy of that letter is attached as Exhibit C. At that  
4 point, realizing that scoping was being conducted without SMART's participation, SMART wrote  
5 to the County, reminding the County of the Settlement Agreement and asking to be included in the  
6 process (a copy of that letter is attached as Exhibit D). On February 29, 2008, the County responded  
7 by saying that the Ranch and the County had conferred only on "billing" issues (Exhibit G). Later,  
8 in May 2008, the County admitted that it met with the Ranch Parties and their discussions were "not  
9 limited to billing issues," adding "the County is not responsible for SMART's and the Ranch Parties'  
10 adherence to the settlement agreement" (Exhibit H).

11 Further efforts to get the County and the Ranch to include SMART in the process were  
12 rejected. On May 26, 2008, SMART issued a Public Records Act request to the County, and found  
13 a number of letters in discussing the Ranch project and the nature and scope of environmental review.  
14

15 At this point, the EIR for the agricultural cluster subdivision and the Programmatic EIR for  
16 the Ranch project as a whole is being set for review by the County's Planning Commission on July  
17 7, 2008. The EIR fails to include environmental review on some of the issues that SMART would  
18 have raised had it been involved in the scoping discussion, the most obvious being the water analysis.  
19 In November of 2007, Hopkins Groundwater Consultants was asked to review the water supply  
20 impacts associated with the ag cluster project (see Exhibit E). In a December 5, 2007 letter from the  
21 County to the Ranch, the County noted that new project information had been submitted as late as  
22 October of 2007 (see Exhibit F). SMART exchanged a number of letters with the County and the  
23 Ranch, in an effort to cooperatively gain access to the process, but all efforts were rebuffed. This  
24 Motion was then filed.

## 25 **II. Relief Requested**

26 The Court is asked to stay all further hearings or other actions concerning the Ranch EIRs  
27 until the Ranch Parties confer in good faith with SMART on the scope of this project. In order to  
28 insure that SMART is included in the process in the future, SMART asks this Court for an order,

1 requiring the County to include SMART in any meetings between the Ranch Parties and County staff,  
2 and provide any documents or letters issued by the County in regards to the Ranch.

3  
4 **III. This Court Has Discretion Under CCP §664.6 To Enforce This Settlement**

5 In the Settlement Agreement at pages 4-5, in paragraphs 5 and 6, the parties agree that this  
6 Court will retain jurisdiction to mediate any disputes over the terms of the Agreement. Further, in  
7 the Order at page 17 of the Agreement, there is an Order signed by Judge Burke, specifically  
8 retaining jurisdiction to enforce the Settlement and citing to CCP §664.6.

9  
10 Section 664.6 was enacted to create a summary procedure to specifically enforce a contract.  
11 (*Weddington Productions, Inc. v. Flick* (1998) 60 Cal.App.4th 793, 809). Under the statute, "a trial  
12 court may specifically enforce an agreement settling pending litigation without requiring the filing  
13 of a second lawsuit." (*Kirby v. Southern Cal. Edison Co.* (2000) 78 Cal.App.4th 840, 843). A  
14 judgment is entered if the litigants have agreed to the material terms of the settlement in a signed  
15 writing or orally before the court (§ 664.6). To establish a valid settlement agreement under §664.6,  
16 the moving party must show two key elements, i.e., the formation of a contract, and either a "writing  
17 signed by the parties" containing the material terms or an oral agreement placed on the record before  
18 the court. (*Weddington, supra*, 60 Cal.App.4th at 810-812).

19 Therefore, under CCP §664.6, and under this Court's inherent authority to enforce its own  
20 orders, this Court has the authority to order the Ranch Parties to "confer in good faith" on the scoping  
21 of the EIR, a process from which SMART was "frozen out."  
22

23  
24 **IV. The Need For Further Scoping**

25 "Scoping" is described in the CEQA Guidelines as helpful in identifying the range of actions,  
26 alternatives, mitigation measures and significant effects to be analyzed in depth in an EIR and  
27 eliminating from further study issues found to be not important (Guideline §15083, subd. (a)). The  
28 Guideline notes that scoping is "an effective way to bring together and resolve" the concerns of the

1 agencies, the project proponent and the public (Guideline §15083, subd. (b)) .

2 In certain cases, a scoping hearing, inviting all members of the public, is mandatory.  
3 Guidelines §15082, subd. (c)(1) requires at least one scoping meeting for projects of “statewide,  
4 regional or areawide significance.” Certainly, the Santa Margarita Ranch project, involving 10,000  
5 acres of endangered species habitat and prime farmland fits such a definition. Guideline §15206,  
6 which defines projects of “statewide, regional or areawide significance” describes the Santa Margarita  
7 Ranch project. A project is deemed of “significance” is it is a proposed residential development of  
8 more than 500 dwelling units (the Ranch proposes more than 550 units); if it is a project which would  
9 result in the cancellation of an open space contract made pursuant to the California Land  
10 Conservation Act of 1965 (Williamson Act) for any parcel of 100 or more acres (the Ranch proposes  
11 eventual cancellation of thousands of acres of Williamson Act land); or if it is a project that would  
12 substantially affect sensitive wildlife habitats including but not limited to riparian lands, wetlands,  
13 bays, estuaries, marshes, and habitats for endangered, rare and threatened species (the Ranch will  
14 impact three federally-listed species and two state-listed endangered or threatened species and will  
15 impact several sensitive habitat areas, including California native grasslands, several streams and  
16 wetland areas, and vernal pools)<sup>4</sup>.

17  
18 Nevertheless, the County failed to hold a scoping hearing for the revised project, as re-defined  
19 by the Ranch in April of 2007. In this case, SMART gained a place at the table through the  
20 Settlement Agreement. SMART was therefore allowed to express its concerns about scoping after  
21 issuance of the Notice of Preparation in 2004, but it is questionable whether the public was given such  
22 an opportunity, despite the CEQA Guidelines. As for the revised project, both the public and  
23 SMART were frozen out.

24  
25 CEQA requires public participation in a project of regional or statewide significance. Even

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27 <sup>4</sup>

28 The Santa Margarita Ranch EIR is lengthy, so we do not attach it here. However, it  
can be found in full on the County’s Planning Division website. See:  
[http://www.slocounty.ca.gov/planning/environmental/EnvironmentalNotices/Environmental\\_Impact\\_Reports\\_-\\_2008.htm](http://www.slocounty.ca.gov/planning/environmental/EnvironmentalNotices/Environmental_Impact_Reports_-_2008.htm)

1 if SMART did not have the plain language of the Settlement Agreement upon which to rely, the  
2 County was obligated to allow further scoping when the project was revised by the Ranch Parties last  
3 year. SMART asks only for the opportunity to meet and confer “in good faith” with the County and  
4 the Ranch Parties to insure that the environmental document is properly focused on the issues of the  
5 most importance.

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8 **V. Conclusion**

9 The Settlement Agreement requires SMART be given the opportunity to participate in the  
10 direction and scope of the EIR for the agricultural cluster subdivision, as well as for future  
11 development scenarios for the Ranch. The County and the Ranch Parties have failed to keep the  
12 promises they made in 2002. This Court is asked to Order a stay of further proceedings on the EIR  
13 until SMART can take part in this very important process.

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15 DATED: July \_\_\_\_\_, 2008

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19 KATE M. NEISWENDER  
20 Attorney for SMART  
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1 **DECLARATION OF WILLIAM MILLER**

2 I, WILLIAM MILLER, declare and state as follows:

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4 1) I am an officer of Petitioner SMART in this case. I have personal knowledge of all facts  
5 contained herein, and if called upon could and would testify competently thereto.

6 2) This matter was originally filed as a Petition for Writ of Mandate under the California  
7 Environmental Quality Act (hereinafter “CEQA,” Public Resources Code §§ 21000 *et seq*). The  
8 Petition challenged a Negative Declaration that had been prepared in connection with a small  
9 subdivision planned for a portion of the Santa Margarita Ranch, which covers 9,200 acres in north  
10 County. Eventually, the Ranch owners expected to build-out a significant portion of the Ranch with  
11 an enormous residential and commercial project.

12 3) After litigation commenced, the parties entered into settlement discussions. The intent  
13 of SMART was to cure not only the problems with the 2001 Negative Declaration, but to improve  
14 the environmental review process for the build-out of the Ranch generally. SMART’s primary  
15 concern was that environmental review for the Ranch was being piecemealed; that is, being presented  
16 a small part at a time, to avoid a comprehensive environmental review.

17 4) The settlement discussions were successful, and in early 2002, the Ranch agreed to  
18 complete a Programmatic EIR for the Ranch build-out the next time they went in for development  
19 approval for any portion of the Ranch. The negotiations were memorialized in the Settlement  
20 Agreement attached hereto as Exhibit “A.” Once the Ranch Parties decided to bring forward a  
21 project, that would trigger the preparation of an EIR for the project and a programmatic EIR for the  
22 Ranch build-out. But SMART wanted to be involved in that process, so Paragraph 6 in the Settlement  
23 Agreement requires the Ranch Parties to include SMART in any scoping meetings.

24 5) Paragraph 6 of the Agreement also requires the Ranch Parties to “comprehensively  
25 evaluate” future development scenarios for the Ranch. The intent of that language was to pare down  
26 the long list of possible projects for the Ranch. For years, SMART had seen numerous and often  
27 conflicting options for the build-out of the Ranch. SMART was concerned that the ever-growing list  
28 would prove to be an accurate description of what the Ranch Parties would eventually try to get

1 developed on the Ranch, without the opportunity for public review and comment on the entirety of  
2 the development plans. The settlement language was intended to require an accurate description of  
3 potential projects, and have those projects comprehensively evaluated with regard to their  
4 environmental impacts, as soon as any project was initiated. Without accurate and concise  
5 descriptions, each future project had to be comprehensively evaluated for any location on the Ranch.

6 6) In 2004, the Ranch Parties decided to move forward with a new EIR on a portion of the  
7 Ranch project, which triggered the requirements of Paragraph 5. I have examined the EIR for the  
8 new project, and it describes the project at issue as follows: “The proposed project, known as the Santa  
9 Margarita Ranch Agricultural Residential Cluster Subdivision Project and Future Development Program,  
10 includes two components: 1) an Agricultural Residential Cluster Subdivision (Tentative Tract 2586), for which  
11 an application has been filed with the County, and 2) a Future Development Program, for which no application  
12 has been filed. Despite its status, the Future Development Program is evaluated in the EIR **because of a**  
13 **settlement agreement between the community group Santa Margarita Area Residents Together**  
14 **(SMART), the County, and the applicant** (Santa Margarita Ranch, LLC). This agreement required that the  
15 applicant submit a Future Development Program for the Ranch at the time of any specific entitlement request  
16 (such as the proposed Tentative Tract Map and Conditional Use Permit). The settlement agreement also  
17 required that as part of the CEQA evaluation of the project-specific application, the EIR document examine  
18 the long range effects of full buildout of the ranch (Future Development Program) in addition to the near term  
19 effects of proposed Cluster development. Therefore, the “project” reviewed by this EIR includes both the  
20 Agricultural Residential Cluster and Future Development Program components. For the proposed Agricultural  
21 Residential Cluster Subdivision, the EIR will serve as a Project EIR pursuant to Section 15161 of the *CEQA*  
22 *Guidelines*, and evaluate the specific proposed development characteristics.” I have not attached a copy of  
23 the EIR due to its length, but it is online at the County’s website and everything in this Declaration  
that refers to the EIR can be verified through a review of that document.

24 7) After the Notice of Preparation was issued by the County in 2004, the County, the Ranch  
25 Parties and SMART met briefly for a scoping meeting under the Settlement Agreement. It was at a  
26 Santa Margarita Area Advisory Meeting; while SMART was present, I do not believe that the  
27 meeting had been noticed as the required “public scoping meeting” under the law. At that meeting,  
28 Planner James Caruso of the County specifically told me and John Beccia of SMART (we were both  
there) that he would be the only person, the single point of contact, with the EIR consultant, and that

1 SMART's comments and concerns over the project would be related directly to the EIR consultant  
2 by Caruso. There were several more meetings with all three parties to the Settlement Agreement –  
3 the County, the Ranch and SMART – and Caruso repeated to SMART that he would bring SMART's  
4 concerns to the consultant.

5 8) The Draft EIR for the specific project (construction of 112 homes in an agricultural  
6 cluster subdivision) and the Programmatic EIR for the Ranch build-out were circulated for public  
7 comment in early 2007. There were eleven Class I impacts (significant and unavoidable) noted for  
8 the agricultural cluster subdivision and eleven Class I impacts for the Ranch build-out.

9 9) In April 2007, there was a meeting at the County, attended by the Ranch Parties and  
10 SMART. The Ranch Parties explained that certain changes were needed to the EIR's Project  
11 Description, changes that would "clarify" the project, and avoid the Class I impacts. Because the  
12 County's James Caruso deemed these changes significant, the decision was made to recirculate the  
13 Draft.

14 10) The changes were fundamental. For example, in order to avoid impacts to oak trees, the  
15 Ranch proposed a modification of the "building envelope" for each house. In the new Project  
16 Description, the Ranch would not have to be concerned about oak tree impacts outside of the building  
17 envelope. But there were other changes as well. The Ranch intended to use water from Lake  
18 Nacimiento, but Caruso said that under the County's Agricultural Policy No. 11, Nacimiento water  
19 could not be used for anything other than urban development, and under County ordinances, an  
20 agricultural cluster subdivision was an agricultural use. A modified water source would have to be  
21 found. New alternatives were added in an effort to find a lesser impact development scenario.

22 11) The EIR consultant, Rincon Consultants, issued a letter on July 12, 2007 to James  
23 Caruso, regarding the revisions and re-scoping of the EIR for the Ranch project. A copy of that letter  
24 is attached as Exhibit B (SMART obtained the letters described in the next few paragraphs through  
25 a Public Records Act request to the County. The attached letters were provided by the County to  
26 SMART through that request). Rincon proposed to revise the EIR in seven key areas, including  
27 water, and to add analysis of a new alternative. However, despite this, SMART was not included in  
28 any further scoping meetings, even though the Settlement Agreement required SMART's

1 participation.

2 12) In August 2007, SMART received a copy of a letter from the Ranch to the County,  
3 which recapped meetings between the County and the Ranch, meetings which clearly and  
4 unambiguously discussed scoping issues. A copy of that letter is attached as Exhibit C. At that point,  
5 realizing that scoping was being conducted without SMART's participation, SMART wrote to Ellen  
6 Carroll at the County, reminding the County of the Settlement Agreement and asking to be included  
7 in the process (a copy of that letter is attached as Exhibit D). The County responded by saying that  
8 the Ranch and the County had conferred only on "billing" issues; that letter is attached as Exhibit G.  
9 Later on, the County's Vic Hollanda admitted that the County had spoken with the Ranch Parties  
10 about a number of issues, and he added that the County was not responsible for making the Ranch  
11 Parties comply with the Settlement. The Hollanda letter is attached as Exhibit H.

12 13) Further efforts to get the County and the Ranch to include SMART in the process have  
13 been rejected. A May 26, 2008 Public Records Act request by SMART found a number of letters in  
14 County files discussing the Ranch project and the nature and scope of environmental review.

15 14) At this point, the EIR for the agricultural cluster subdivision and the Programmatic EIR  
16 for the Ranch project as a whole is being set for review by the County's Planning Commission on  
17 July 7, 2008, and the EIR fails to include environmental review on some of the issues that SMART  
18 would have raised had it been involved in the scoping discussion, the most obvious being the water  
19 analysis. In November of 2007, Hopkins Groundwater Consultants was asked to review the water  
20 supply impacts associated with the ag cluster project (see Exhibit E). In a December 5, 2007 letter  
21 from the County to the Ranch, the County noted that new project information had been submitted as  
22 late as October of 2007 (see Exhibit F). SMART exchanged a number of letters with the County and  
23 the Ranch, in an effort to cooperatively gain access to the process, but all efforts were rebuffed.

24 15) The following facts are from the EIR for the Santa Margarita Ranch project: The Ranch  
25 is almost 10,000 acres of endangered species habitat and prime farmland. The "future development  
26 scenario" for the Ranch proposes a total of 550 units of housing, as well as a winery, a bed and  
27 breakfast, a golf course and much more; it will result in the cancellation of open space contracts made  
28 pursuant to the Williamson Act on thousands of acres of land; it is a project that would substantially

1 affect sensitive wildlife habitats including but not limited to riparian lands, wetlands, bays, estuaries,  
2 marshes, and habitats for endangered, rare and threatened species (the Ranch will impact three  
3 federally-listed species and two state-listed endangered or threatened species and will impact several  
4 sensitive habitat areas, including California native grasslands, several streams and wetland areas, and  
5 vernal pools).

6 15) The County has not held a scoping hearing for the revised project, as re-defined by the  
7 Ranch in April of 2007. In this case, SMART gained a place at the table through the Settlement  
8 Agreement. SMART was therefore allowed to express its concerns about scoping after issuance of  
9 the Notice of Preparation in 2004, but both the public and SMART were frozen out for the revised  
10 project.

11 I declare under penalty of perjury under the laws of the state of California that the foregoing  
12 is true and correct.

13 DATED: July \_\_\_\_\_, 2008  
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16 WILLIAM MILLER  
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