

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

City of Jurupa Valley  
8930 Limonite Avenue  
Jurupa Valley CA 92509  
Attn: City Clerk

**2018-0097968**

03/15/2018 09:38 AM Fee: \$ 0.00

Page 1 of 8

Recorded in Official Records  
County of Riverside  
Peter Aldana  
Assessor-County Clerk-Recorder



778

Exempt from recording fees pursuant to Government Code Section 27383

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(Space above for recorder's use)

**FIRST OPERATING MEMORANDUM TO THE RECORDED  
“DEVELOPMENT AGREEMENT PEDLEY ROAD AND 60 FREEWAY  
BY AND BETWEEN THE CITY OF JURUPA VALLEY AND RBE  
GLENDDORA LLC; NJK FAMILY HOLDINGS LLC; AND SGS FAMILY  
HOLDINGS LLC”**

**THIS FIRST OPERATING MEMORANDUM** to the recorded “Development Agreement Pedley Road and 60 Freeway by and Between the City of Jurupa Valley and RBE Glendora LLC; NJK Family Holdings LLC; and SGS Family Holdings LLC” (“Memorandum”) is made and entered into as of February 1, 2018 by and between City of Jurupa Valley, a municipal corporation (“City”) and RBE Glendora LLC, a California limited liability company, NJK Family Holdings LLC, a California limited liability company, and SGS Family Holdings LLC, a California limited liability company (collectively, “Developer”). In consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, City and Developer agree as follows:

1. **RECITALS.** This Memorandum is made with respect to the following facts and for the following purposes, each of which are acknowledged as true and correct by the parties:

A. On October 15, 2015, following a duly noticed public hearing, the City Council introduced Ordinance No. 2015-16 and on November 5, 2015 the City Council held the second reading and adopted Ordinance No. 2015-16 approving that certain development agreement entitled "Development Agreement Pedley Road and 60 Freeway by and Between the City of Jurupa Valley and RBE Glendora LLC; NJK Family Holdings LLC; and SGS Family Holdings LLC" dated as of October 6, 2015 ("Development Agreement").

B. The property that is the subject of the Development Agreement and this Memorandum is approximately 30.42 acres in size, is generally bounded on the west by Pedley Road, on the east by Bravo Estates Mobile Home Park, and on the north by the State Route 60. The property is referred to as Assessor's Parcel Nos. 169-070-028, 169-070-029, 169-004-027, and is described on **Exhibit A**, attached hereto and incorporated herein by this reference as though set forth in full (the "Property").

C. The Development Agreement was recorded on January 28, 2016 as Document No. 2016-0033470 in the Official Records of the County of Riverside.

D. Section 3.E.4. of the Development Agreement authorizes Developer and the City Manager on behalf of the City to approve an Operating Memorandum which does not constitute an amendment to the Development Agreement in order to implement the Development Agreement or provide for "changes, adjustments, or clarifications [that] are appropriate to further the intended purposes" of the Development Agreement.

E. The changes, adjustments and clarifications of the Development Agreement set forth in this Memorandum are appropriate to further the intended purposes of the Development Agreement and the Development Approvals described in the Development Agreement.

2. **EFFECTIVE DATE OF DEVELOPMENT AGREEMENT.** Pursuant to Section 3.B. of the Development Agreement, the Effective Date of the Development Agreement is December 7, 2015.

3. **SUBSEQUENT DEVELOPMENT APPROVALS.** Due to a scrivener's error, Section 4.A.3 of the Development Agreement is hereby deleted in its entirety and replaced with the following:

"Subsequent Development Approvals. City shall accept for processing, review and action all applications for Subsequent Development Approvals, and City staff shall use their reasonable efforts to process such applications in an expeditious manner, taking into account the City's staffing levels, and all requisite development fees shall be calculated and paid at such time as payment for such fees is due and payable, for all or a portion of the Property. City further agrees that, unless otherwise requested by Developer, it shall not, without good cause, amend or rescind any Subsequent Development Approvals respecting the Property after City has granted the same. Modifications to the Development Approvals shall be processed by the City Planning Director in accordance with

Section 18.43, Applications for Modifications to Approved Permits, or Section 21.34d, Fast Track Project, of Riverside County Ordinance No. 348 as adopted by reference by the City of Jurupa Valley by Ordinance No. 2011-10, as applicable."

**4. GENERAL PROVISIONS.**

A. Pursuant to Section 3.E.4. of the Development Agreement, this Memorandum shall be attached to the Development Agreement as an addendum and thereafter become a part of the Development Agreement.

B. As part of the Development Agreement, this Memorandum shall bind and inure to the benefit of the parties' successors, transferees and assignees to the same extent as the original Development Agreement. This Memorandum shall be recorded in order to ensure that subsequent owners of the Property are bound hereby. The parties agree that recordation is proper as a conveyance restriction under Government Code §27281.5.

C. In entering into this Memorandum, the parties represent that they have relied upon the legal advice of their attorneys, who are the attorneys of their own choice, and that these terms are fully undertaken and voluntary accepted by them. The parties further represent that they have no questions with regard to the legal import of any term, work phrase, or portion of this Memorandum, or the Memorandum in its entirety, and accept the terms of this Memorandum as written.

D. Developer and City on behalf of themselves and their respective successors and assigns, acknowledge and agree that this Memorandum is valid, lawful, and binding upon the parties and their respective successors and assigns.

E. This Memorandum constitutes the entire agreement between the parties with respect to the subject matter of this Memorandum, and this Memorandum supersedes all previous negotiations, discussion, and agreement between the parties to this Memorandum with respect to its terms, and no prior evidence of any prior or other agreement shall be permitted to contradict or vary the terms hereof, except for the Development Agreement.

F. Except for the terms specifically set forth in this Memorandum, all other terms and conditions of the Development Agreement shall remain in full force and effect.

G. This Memorandum shall not be effective and shall not be recorded until such time as all persons with an interest in the Property, or holding a deed of trust in the Property or a portion of the Property, have duly executed a Consent and Subordination in a form reasonably acceptable to the City Attorney. Developer warrants and represents to the City that there are no deeds of trust, or other similar financing documentation, encumbering all or any part of the Property.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Developer and City have executed this First Operating Memorandum as of the date first written above.

**"CITY"**

**CITY OF JURUPA VALLEY,  
a California municipal corporation**

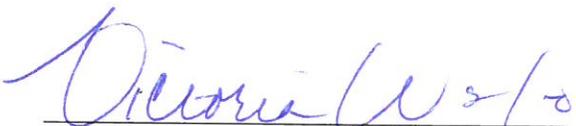
  
\_\_\_\_\_  
Gary Thompson, City Manager

**"DEVELOPER"**

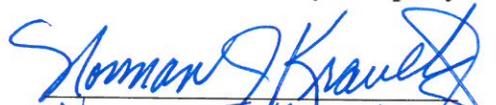
**RBE GLENDORA LLC,  
a California limited liability company**

By:   
Name: Norman J. Kravetz  
Its: Manager

ATTEST:

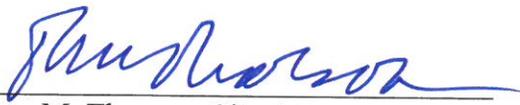
  
\_\_\_\_\_  
Victoria Wasko, CMC, City Clerk

**NJK FAMILY HOLDINGS LLC,  
a California limited liability company**

By:   
Name: Norman J. Kravetz  
Its: Manager

APPROVED AS TO FORM:

**RICHARDS WATSON & GERSHON**

  
\_\_\_\_\_  
Peter M. Thorson, City Attorney

**SGS FAMILY HOLDINGS LLC,  
a California limited liability company**

By:   
Name: Norman J. Kravetz  
Its: Manager

## EXHIBIT A

### LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF JURUPA VALLEY, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

PARCEL 2 OF PARCEL MAP 22586, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 153, PAGES 7 THROUGH 10, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL B:

PARCEL 3 OF PARCEL MAP 22586, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 153, PAGES 7 THROUGH 10, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL C:

PARCEL 4 OF PARCEL MAP 22586, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 153, PAGES 7 THROUGH 10, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 169-040-027, 169-070-028 & 029

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Los Angeles )

On March 6, 2018, before me, Megan Christine Dornoy,  
(insert name of notary)

Notary Public, personally appeared Norman J Kravetz,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)  
is/are subscribed to the within instrument and acknowledged to me that he/she/they executed  
the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the  
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the  
instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Megan Christine Dornoy



**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Los Angeles )

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instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the  
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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Megan Christine Dormoy



RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO

City of Jurupa Valley  
8930 Limonite Avenue  
Jurupa Valley CA 92509

Attn: City Clerk

**2016-0033470**

01/28/2016 10:37 AM Fee: \$ 0.00

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Recorded in Official Records  
County of Riverside  
Peter Aldana  
Assessor-County Clerk-Recorder



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Space Above This Line for Recorder's Use  
(Exempt from Recording Fees per Gov't Code § 6103)

**DEVELOPMENT AGREEMENT PEDLEY ROAD AND 60 FREEWAY**

**BY AND BETWEEN**

**THE**

**CITY OF JURUPA VALLEY**

**AND**

**RBE GLENDORA LLC; NJK FAMILY HOLDINGS LLC; and  
SGS FAMILY HOLDINGS LLC**

## DEVELOPMENT AGREEMENT

**THIS DEVELOPMENT AGREEMENT** (this “Agreement”) is entered into as of October 15, 2015 (the “Reference Date”), by and between the CITY OF JURUPA VALLEY, a California municipal corporation and general law city existing under the Constitution of the State of the California (“City”), and RBE GLENDORA LLC, a California limited liability company, as to an undivided 57.57% interest; NJK FAMILY HOLDINGS LLC, a California limited liability company, as to an undivided 41.43% interest; and SGS FAMILY HOLDINGS LLC, a California limited liability company, as to an undivided 1% interest (collectively, “Developer”). The City and Developer are occasionally referred to herein collectively as the “Parties.” In consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. RECITALS:

A. California Government Code Sections 65864-65869.5 (the “Development Agreement Act”) authorize City to enter into a binding development agreement for the development of real property within its jurisdiction with persons having legal or equitable interest in such real property.

1. Ensuring high quality development in accordance with comprehensive plans;
2. Reducing uncertainty in the development approval process that might otherwise result in a waste of resources, discourage investment, and escalate the cost of development to the consumer;
3. Strengthening the City’s comprehensive planning process to provide for the most efficient use of public and private resources by encouraging private participation in the comprehensive planning process;
4. Assuring Developers of land that upon approval, they may proceed with their projects in accordance with defined policies, rules, regulations, and conditions of approval; and
5. Providing for the financing and/or construction of necessary public facilities.

B. In addition to the general purposes stated above, the following are among the considerations supporting this Agreement:

1. This Agreement will provide for both parties: (a) a high quality development on the Property subject to this Agreement; (b) certainty in the type of development to be undertaken on the Property; and (c) the assurance of adequate public facilities to ensure the good of the community regardless of the City’s legal authority to impose such requirements under constitutional or statutory authority.

October 6, 2015

2. For the City, this Agreement serves to provide for: (a) employment growth anticipated to result from the Development of the Property, both during construction and use; (b) an increase in tax revenues anticipated to result from the Development of the Property; and (c) the achievement of the goals and directives of its General Plan.

3. The development of new commercial facilities is an integral part of Developer's development plans for the Property. Such facilities are expected to bring employment and generate sales tax revenue for the City.

C. The property that is the subject of this Agreement is approximately 30.42 acres in size, is generally bounded on the west by the Pedley Road, on the south by the Pedley Road, on the east by Bravo Estates Mobile Home Park, and on the north by State Route 60. The property is referred to as Assessor's Parcel Nos. 169-070-028, 169-070-029 and 169-004-027, and is described on Exhibit A and depicted on Exhibit B attached hereto (the "Property"). Developer has acquired or will acquire the right to develop the Property.

D. The Property is subject to the Development Approvals and Land Use Regulations defined in Section 2.E. and 2.J. of this Agreement.

E. City and Developer desire to enter into a binding agreement for purposes of:  
(i) identifying the terms, conditions, and regulations for the development of the Property;  
(ii) identifying Developer's obligations to make certain Community Benefit Contribution (defined herein below) on the terms and conditions set forth herein.

F. Developer desires to develop the Property in accordance with the provisions of this Agreement, the Land Use Regulations, and those other agencies exercising jurisdiction over the Property.

G. Developer has applied for, and the City has approved, this Agreement in order to create beneficial development of the Property and a physical environment that will conform to and complement the City's goals, create development sensitive to human needs and values, facilitate efficient traffic circulation, and otherwise provide for the development of the Property in accordance with the best interests of the City

H. The City has reviewed the potential impacts of this Development Agreement and the various potential benefits to the City of the Development Agreement and has concluded that this Development Agreement is in the best interests of the City.

I. The City Council has determined that this Agreement is consistent with City's General Plan including the goals and objectives thereof.

J. The following actions have been taken with respect to this Agreement and the Project:

1. On May 13, 2015, following a duly noticed and conducted public hearing on the Agreement, Land Use Approvals and the proposed Environmental Impact Report, the Planning Commission recommended that the Council approve this Agreement;

October 6, 2015

2. On October 15, 2015 after a duly noticed public hearing and pursuant to the California Environmental Quality Act of 1970, as amended, (“CEQA”) the City Council adopted Resolution 2015-53 certifying the Environmental Impact Report and for the Project and this Agreement;

3. On October 15, 2015, following a duly noticed public hearing, the City Council introduced Ordinance No. 2015-16 and on November 5, 2015 held the second reading and adopted Ordinance No. 2015-16 approving this Agreement, a copy of which is on file in the City Clerk’s Office at the City Hall, which ordinance includes the findings pertaining thereto, including those relating to the CEQA documentation for the Project and this Agreement’s consistency with the City’s General Plan and each element thereof and any specific plans relating to the property.

4. All actions taken by City have been duly taken in accordance with all applicable legal requirements, including the California Environmental Quality Act (California Public Resources Code Sections 21000, et seq.) (“CEQA”), and all other requirements for notice, public hearings, findings, votes and other procedural matters.

K. Pursuant to Section 65867.5 of the Development Agreement Legislation, the City Council has found and determined that: (i) this Agreement implements the goals and policies of the City’s General Plan, provides balanced and diversified land uses, and imposes appropriate standards and requirements with respect to land development and usage in order to maintain the overall quality of life and the environment within the City; (ii) this Agreement is in the best interests of and not detrimental to the public health, safety and general welfare of the City and its residents; (iii) adopting this Agreement is consistent with the City’s General Plan, and each element thereof and any applicable specific plan, and constitutes a present exercise of the City’s police power; and (iv) this Agreement is being entered into pursuant to and in compliance with the requirements of Government Code Section 65867 of the Development Agreement Legislation.

2. DEFINITIONS. This Agreement uses a number of terms having specific meanings, as defined below. These specially defined terms are distinguished by having the initial letter capitalized when used in this Agreement. The defined terms include the following:

A. “*Accelerated Public Facilities*” means various public facilities specified in Exhibit F, attached hereto and incorporated herein by reference.

B. “*Agreement*” means this Development Agreement.

C. “*City*” means the City of Jurupa Valley, a California general law city and municipal corporation.

D. “*City Council*” means the City Council of City.

E. “*Development*” means the improvement of the Property for the purposes of constructing structures, improvements and facilities on the Property. “Development” also includes the maintenance, repair and replacement of any building, structure, improvement, landscaping or facility after the construction and completion thereof on the Property.

October 6, 2015

F. *“Development Approvals”* means any and all permits, licenses, consents, rights and privileges, and other actions approved or issued by City and the County of Riverside previously in connection with the Property on or before the Effective Date, including but not limited to:

1. General Plan Land Use Element map and text amendments;
2. Change of Zone No. 1201;
3. Tentative and Final Parcel Map No. 36060;
4. Variance No. VAR 1403;
5. Pedley Crossing Sign Program, attached as Exhibit E and incorporated herein by reference; and
6. Conditional Use Permit No. 1202.

All of the Development Approvals are on file in the Office of the City Clerk of the City of Jurupa Valley.

G. *“Development Fees”* means and includes all fees charged by the City in connection with the approval or issuance of permits for the development of property, including, without limitation: utility capacity fees; service or connection fees; library/cultural enrichment fees, traffic impact fees; development impact or major facilities fees; park fees; flood control fees; environmental impact mitigation fees; the fees charged by City in connection with a development Property for the purpose of defraying all or a portion of the cost of mitigating the impacts of the Property and development of the public facilities related to development of the Property; and any similar governmental fees, charges and exactions required for the development of the Property. Development Fees does not mean and excludes processing fees and charges of every kind and nature imposed by City generally to cover the estimated actual costs to City of processing applications for Development Approvals. Development Fees does not mean and excludes fees established by Federal, State, County, and multi-jurisdictional laws and regulations which City is required to enforce as against the Property or the Development.

H. *“Development Requirement”* means any requirement of City in connection with or pursuant to any Development Approval for the dedication of land, the construction or improvement of public facilities, the payment of fees or assessments in order to lessen, offset, mitigate or compensate for the impacts of the Development on the environment, or the advancement of the public interest.

I. *“Developer”* means RBE Glendora LLC, a California limited liability company, as to an undivided 57.57% interest; NJK Family Holdings LLC, a California limited liability company, as to an undivided 41.43% interest; and SGS Family Holdings LLC, a California limited liability company, as to an undivided 1% interest and also where specified in this Agreement, successors in interest to all or any part of the Property. Developer hereby designates RBE Glendora, LLC, to serve as the contact with the City for all matters related to this Agreement and the Project. Developer further designates RBE Glendora, LLC, as the party

October 6, 2015

authorized to apply for and execute on behalf of the Developer, all applications to the City for grading and building permits and for modifications to Development Approvals and for the acceptance of conditions relating thereto. Developer acknowledges and agrees that the City is entitled to rely upon the representations of RBE Glendora, LLC, with respect to such matters.

J. "*DIF Rates*" means the Development Impact fee ("DIF") Rates in effect on the Effective Date, plus an additional ten percent (10%).

K. "*Effective Date*" means the date that this Agreement shall take effect as defined in Section 3.B of this Agreement.

L. "*Extension One Period*" means extension of the Project's mass grading permit for one year from the expiration date of the grading permit pursuant to Section 5.E.

M. "*Extension Two Period*" means extension of the Project's mass grading permit for one additional year after expiration of the Extension One Period pursuant to Section 5.E.

N. "*Force Majeure Event*" means the occurrence of any event specified in Section 13.B. of this Agreement.

O. "*Grading Landscape Plan*" means the conceptual landscape plan pursuant to Section 5.B.

P. "*Landscape Bond*" means a bond posted by Developer to secure installation and maintenance of landscaping as specified in the Grading Landscape Plan pursuant to Section 5.B.

Q. "*Land Use Regulations*" means all ordinances, resolutions, codes, rules, regulations and official written policies of City adopted and effective on or before the Effective Date governing the Development and use of the Property, including, without limitation, the permitted use of land, the density or intensity of use, the rate of development of land, subdivision requirements, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the Development, including, but not limited to, the Development Approvals. Land Use Regulations does not mean and excludes Development Fees. Land Use Regulations are listed on Exhibit C.

R. "*Mass Grading Activities*" means the mass grading activities specified in Exhibit D, attached hereto and incorporated herein by reference. Developer shall complete the Mass Grading Activities within thirty-six (36) months from City issuance of the mass grading permit for the Project. Completion of the Mass Grading Activities shall be defined as substantially complying with the Mass Grading Activities and the terms of the Mass Grading Permit, as determined by the City Engineer. Developer's Project civil engineer and surveyor shall certify to the substantial completion of the Mass Grading Activities and the terms of the Mass Grading Permit.

S. "*Mass Grading Deadline*" means thirty-six (36) months after City issuance of the mass grading permit for the Project pursuant to Section 5.E.

October 6, 2015

T. “*Project*” means the development to be constructed pursuant to the Development approvals and, if any, Subsequent Development Approvals.

U. “*Property*” means the real property described in Exhibit A and depicted on the Site Map Exhibit B.

V. “*Public Improvements*” means the improvements to the public rights of way and public that will be dedicated to the City or other governmental entities as required by the Development Approvals.

W. “*Reservation of Authority*” means the rights and authority excepted from the assurances and rights provided to Developer under this Agreement and reserved to City under Section 4.A(f).

X. “*Site Map*” means the drawing of the site in its condition as of the Effective Date, attached hereto as Exhibit B.

Y. “*Subsequent Development Approvals*” means all Development Approvals issued subsequent to the Effective Date in connection with the Development.

Z. “*Subsequent Land Use Regulations*” means any Land Use Regulations adopted and effective after the Effective Date governing development and use of the Property.

AA. “*Tipping Fee*” means the payment by Developer to City of One Dollar (\$1.00) per cubic yard of material extracted from the Property, not to exceed One Percent (1%) of the sale price of the material.

### 3. GENERAL TERMS OF THE DEVELOPMENT AGREEMENT.

A. Term. The initial term of this Agreement shall commence on the Effective Date and shall continue for seven (7) years thereafter (the “Term”), unless said term is otherwise terminated, modified, or extended by circumstances set forth in this Agreement or by mutual consent of the Parties hereto after the satisfaction of all applicable public hearing and related procedural requirements.

B. Effective Date. This Agreement shall be effective, and the obligations of the Parties hereunder shall be effective on the date that Ordinance No. 2015-16 approving this Agreement becomes effective (the “Effective Date”). The parties shall approve an Operating Memorandum pursuant to Section 3.E.4. confirming the Effective Date of the Agreement.

C. Binding Effect of Agreement. From and following the Effective Date, the Development, and City actions on applications for Subsequent Development Approvals affecting the Property, shall be subject to the terms and provisions of this Agreement. The provisions of this Agreement, to the extent permitted by law, constitute covenants that shall run with the Property for the benefit thereof, and the benefits and burdens of this Agreement shall bind and inure to the benefit of the parties and all successors in interest to the parties hereto.

October 6, 2015

D. Ownership of Property. City and Developer acknowledge and agree that Developer has a legal or equitable interest in the Property and thus Developer is qualified to enter into and be a party to this Agreement under the Development Agreement Law.

E. Amendment of Development Agreement.

1. Initiation of Amendment. Any party may propose an amendment to this Agreement and both parties agree that it may be beneficial to enter into additional agreements or modifications of this Agreement in connection with the implementation of the separate components of the Project.

2. Procedure. Except as set forth in Section 3.F.4. below, the procedure for proposing and adopting an amendment to this Agreement shall be the same as the procedure required for entering into this Agreement in the first instance.

3. Consent. Except as expressly provided in this Agreement, any amendment to this Agreement shall require the written consent of both parties. No amendment to all or any provision of this Agreement shall be effective unless set forth in writing and signed by duly authorized representatives of each of the parties.

4. Operating Memoranda. The parties acknowledge that refinements and further development of the Project may demonstrate that changes are appropriate with respect to the details and performance of the parties under this Agreement. The parties desire to retain a certain degree of flexibility with respect to those items covered in general terms under this Agreement. If and when the parties mutually find that changes, adjustments, or clarifications are appropriate to further the intended purposes of this Agreement, they may, unless otherwise required by law, effectuate such changes, adjustments, or clarifications without amendment to this Agreement through one or more operating memoranda mutually approved by the parties. The Operating Memoranda may be approved on behalf of the City by the City Manager of the City, or such person designated in writing by the City Manager, and by any corporate officer or other person designated for such purpose in a writing signed by a corporate officer on behalf of Developer. After execution of an Operating Memoranda it shall be attached hereto as addenda and become a part hereof. Unless otherwise required by law or by this Agreement, no such changes, adjustments, or clarifications shall require prior notice or hearing, public or otherwise.

F. Termination. Unless terminated earlier, pursuant to the terms hereof, this Agreement shall automatically terminate and be of no further effect upon the expiration of the Term. Termination of this Agreement, for any reason, shall not, by itself, affect any right or duty arising from entitlements or approvals set forth under the Development Approvals.

4. DEVELOPER'S RIGHTS AND LIMITATIONS REGARDING DEVELOPMENT OF THE PROPERTY.

A. Right to Develop.

1. Right to Develop. Developer shall have a vested right to develop the Property during the Term of this Agreement in accordance with, and to the extent of, the Development Approvals and this Agreement.

October 6, 2015

2. Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement, the rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the rate or timing of development, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to the Development, shall be those contained in the Development Approvals and those Land Use Regulations not inconsistent with the Development Approvals which were in full force and effect as of the Effective Date of this Agreement.

3. Subsequent Development Approvals. City shall accept for processing, review and action all applications for Subsequent Development Approvals, and City staff shall use their reasonable efforts to process such applications in an expeditious manner consistent with the County of Riverside Fast Track process, taking into account the City's staffing levels, and all requisite development fees shall be calculated and paid at such time as payment for such fees is due and payable, for all or a portion of the Property. City further agrees that, unless otherwise requested by Developer, it shall not, without good cause, amend or rescind any Subsequent Development Approvals respecting the Property after City has granted the same. Modifications to the Development Approvals shall be processed by the City Planning Director in accordance with Section 18.43, Applications for Modifications to Approved Permits, of Riverside County Ordinance No. 348 as adopted by reference by the City of Jurupa Valley by Ordinance No. 2011-10.

4. Development In Accordance With Agreement and Applicable Law; Timing of Development. Developer shall commence and complete the Development in accordance with this Agreement (including, without limitation, the Land Use Regulations and the Development Approvals) and in compliance with all laws, regulations, rules, and requirements of all non-City governing entities with jurisdiction over the Property. Time is of the essence for this Agreement and for each and every term and provision hereof.

5. Changes and Amendments. The Parties acknowledge that although the Development will likely require Subsequent Development Approvals, the Development shall be in strict compliance with the Development Approvals. The above notwithstanding, Developer may determine that changes are appropriate and desirable in the existing Development Approvals. In the event Developer finds that such a change is appropriate or desirable, Developer may apply in writing for an amendment to prior Development Approvals to effectuate such change. The Parties acknowledge that City shall be permitted to use its sole and absolute discretion in deciding whether to approve or deny any such amendment request; provided, however, that in exercising the foregoing sole and absolute discretion, City shall not apply a standard different than used in evaluating requests of other developers.

B. Reservation of Authority by City.

1. Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the following Subsequent Land Use Regulations shall apply to the Development:

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a. Processing fees and charges of every kind and nature imposed by City generally to cover the estimated actual costs to City of processing applications for Development Approvals.

b. Procedural regulations consistent with this Agreement relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matters of procedure.

c. Changes adopted by the City Council in the Uniform Building Code, Uniform Fire Code, Uniform Plumbing Code, Uniform Mechanical Code, or National Electrical Code, Uniform Housing Code, Uniform Administrative Code and Uniform Code for the Abatement of Dangerous Buildings and similar uniform codes in accordance with the authority granted the City under State law.

d. Regulations that are not in conflict with the Development Approvals and this Agreement.

e. Regulations that are in conflict with the Development Approvals provided Developer has given written consent to the application of such regulations to the Development.

f. Federal, State, County, and multi-jurisdictional laws and regulations which City is required to enforce as against the Property or the Development.

g. Notwithstanding anything to the contrary in this Agreement, the City shall have the right to apply the City regulations (including amendments to the Land Use Regulations) adopted by the City after the Effective Date, in connection with any Future Development Approvals, or deny, or impose conditions of approval on any Future Development Approvals if City determines that the failure of City to make such application or to deny, or impose conditions of approval on any future Development Approvals would place the residents or occupants of the Property or the residents of the City, or both, in a condition adverse to their safety, health, or both.

2. Future Discretion of City. Notwithstanding any other provision of this Section, this Agreement shall not prevent City, in acting on Subsequent Development Approvals, from applying Subsequent Land Use Regulations which do not conflict with the Development Approvals, nor shall this Agreement prevent City from denying or conditionally approving any Subsequent Development Approval on the basis of the existing Land Use Regulations or any Subsequent Land Use Regulation not in conflict with the Development Approvals.

3. Modification or Suspension by Federal, State, County, or Multi-Jurisdictional Law. In the event that Federal, State, County, or multi-jurisdictional laws or regulations, enacted after the Effective Date, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such Federal, State, County, or multi-jurisdictional laws or regulations, and this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provision impractical to enforce.

4. Intent. City acknowledges that Developer has reasonably entered into this Agreement and will proceed with the Development of the Property on the assumption that City has adequately provided for the public health, safety and welfare through the Land Use Regulations. In the event that any future, unforeseen public health or safety emergency arises, City agrees that it shall attempt to address such emergency in such a way as not to impact the Development in accordance with the Development Approvals, and if that is not possible, to select that option for addressing the emergency which has the least adverse impact on the Development in accordance with the Development Approvals.

C. Regulation by Other Public Agencies. It is acknowledged by the Parties that other public agencies not subject to control by City may possess authority to regulate aspects of the Development, and this Agreement does not limit the authority of such other public agencies.

D. Timing of Development. Except as set forth in Agreement, regardless of any future enactment, by initiative, or otherwise, Developer shall have the discretion to develop the Property in one phase or in multiple phases at such times as Developer deems appropriate within the exercise of its subjective business judgment. Specifically, the City agrees that Developer shall be entitled to apply for and receive permits, maps, occupancy certificates, and other entitlements to develop and use the Property at any time, provided that such application is made in accordance with this Agreement and the Land Use Regulations. The parties hereto expressly reject the holding of *Pardee Construction Company v. City of Camarillo*, 37 Cal. 3d 465 (1984), as regards any authority regulating the phasing of Development and construction on the Property.

E. Vested Rights. By entering into this Agreement and relying thereon, Developer is obtaining the vested rights to proceed with the Development of the Property in accordance with the terms and conditions of this Agreement. By entering into this Agreement and relying thereon, the City is securing certain public benefits which enhance the public health, safety and welfare, a partial listing of which benefits is set forth in Section 1 above.

F. No Conflicting Enactments. Except as otherwise provided by this Agreement, neither the City Council nor any other agency of the City shall enact a rule, regulation, ordinance, or other measure applicable to the Property that is inconsistent or conflicts with the terms of this Agreement.

1. Moratorium. It is the intent of Developer and the City that no moratorium or other limitation (whether relating to the Development of all or any part of the Project and whether enacted by initiative or otherwise) affecting parcel or subdivision maps (whether tentative, vesting tentative, or final), site development permits, precise plans, site development plans, building permits, occupancy certificates, or other entitlements to use approved, issued, or granted within the City, or portions of the City, shall apply to the Project to the extent such moratorium or other limitation would restrict Developer's right to develop the Property as provided by this Agreement in such order and at such rate as Developer deems appropriate as limited or regulated by this Agreement. The City agrees to reasonably cooperate with Developer in order to keep this Agreement in full force and effect. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the parties hereby agree to reasonably cooperate in defending such action. In the event of any litigation challenging the effectiveness of this Agreement, or any portion hereof,

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this Agreement shall remain in full force and effect while such litigation, including any appellate review, is pending. The filing of any third party lawsuit(s) against City or Developer relating to this Agreement, the Development Approvals or to other development issues affecting the Property shall not delay or stop the Development, processing, or construction of the Project, unless the third party obtains a court order preventing the activity.

2. Consistency Between this Agreement and Current Laws. The City represents that at the Effective Date there are no rules, regulations, ordinances, policies, or other measures of the City in force that would interfere with the Development and use of all or any part of the Property according this Agreement. In the event of any inconsistency between any Applicable Regulation, Project Approval, and this Agreement, the provisions of this Agreement shall control.

G. Term of Map(s) and Other Development Approvals. Pursuant to California Government Code Sections 66452.6(a) and 65863.9, the term of any subdivision or parcel map that has been or in the future may be processed for all or any portion of the Property and the term of all Development Approvals shall be deemed extended without further required action for a period of time through the scheduled termination date of this Agreement as set forth in Section 3.3 above if such map or Development Approval would otherwise have expired prior thereto. Notwithstanding the foregoing, any grading permit issued by the City shall have a three (3) year lifespan.

H. Amendments to Development Approvals. It is contemplated by City and Developer that Developer may, from time to time, seek amendments to one or more of the Development Approvals. Any such amendments are contemplated by City and Developer as being within the scope of this Agreement as long as they are consistent with the Land Use Regulations and shall, upon approval by City, continue to constitute the Development Approvals as referenced herein. The parties agree that any such amendments shall not constitute an amendment to this Agreement nor require an amendment to this Agreement.

## 5. GRADING PERMIT REQUIREMENTS.

In order to safeguard the City from possible extended cessation of grading in connection with development of the Project, the City and Developer hereby agree upon the following requirements. Aside from Section 5.A. of this Agreement, the requirements specified in Sections 5.B – 5.D. shall only apply to City issuance of the mass grading permit for the Mass Grading Activities for the Project. “Mass Grading Activities” are those described on Exhibit D-3 to the Conditions of Approval for TPM36060 and incorporated herein as though set forth in full. The City acknowledges and agrees that in connection with development of the Project, Developer may apply for other grading permits, with such other grading permits to be issued in accordance with the Land Use Regulations, subject to the provisions of Section 5.B. of this Agreement.

A. Posting of Grading Security. Developer shall comply with the provisions of the California Building Code, as adopted by the City as Chapter 8.05 of the Jurupa Valley Municipal Code, as now exists or may hereafter be amended, and all other relevant laws, rules and regulations governing grading in the City. Developer shall post a surety bond prior to issuance of a grading permit for the Project, sufficient to perform remedial or correction grading as

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needed to eliminate any hazardous condition, as reasonably determined by the City Engineer and in accordance with the Building Code.

B. Landscaping Assurances. As an additional condition to the issuance of a mass grading permit for the Project, Developer shall prepare and the City Planning Department shall approve a landscape plan related to mass grading ("Grading Landscape Plan"). The Grading Landscape Plan is to ensure that the Project site is not left in an unfinished, visually blighted condition if mass grading is completed within the time required by this Agreement or is discontinued for a continuous period of greater than six (6) months, or twenty (20) days other than Saturdays, Sundays or City holidays, within any six (6) month period unless the cessation of mass grading is due to the occurrence of a force majeure event, as specified in Section 13.B. of this Agreement ("Force Majeure Event"). The Grading Landscape Plan shall be implemented by Developer if mass grading is completed within the time required by this Agreement or is discontinued for a continuous period of greater than six (6) months or twenty (20) days other than Saturdays, Sundays or City holidays, within any six (6) month period, unless such cessation is due to the occurrence of a Force Majeure Event. The Grading Landscape Plan shall specify native, drought-resistant vegetation. As a condition of issuance of the mass grading permit, Developer shall post a landscape bond ("Landscape Bond"). The Landscape Bond shall be in a sufficient amount to fund the installation and maintenance of the landscaping, as established in the Grading Landscape Plan, if mass grading ceases for a continuous period of greater than six months, unless the cessation is caused by a Force Majeure Event. The Grading Landscape Plan is separate and distinct from the landscaping requirements of the Development Approvals.

C. Mass Grading Activities. Developer shall complete the Mass Grading Activities within thirty-six (36) months from City issuance of the mass grading permit for the Project. Completion of the Mass Grading Activities shall be defined as substantially complying with the Mass Grading Activities and the terms of the Mass Grading Permit, as determined by the City Engineer. Developer's Project civil engineer and surveyor shall certify to the substantial completion of the Mass Grading Activities and the terms of the Mass Grading Permit.

D. Mass Grading Permit Extensions. As provided in Section 4.G. of this Agreement, the mass grading permit for the Project shall expire thirty-six (36) months from its issuance. City shall issue a one (1) year extension ("Extension One Period") of the mass grading permit upon (i) the completion and approval by the City Engineer of plans and specifications for the Accelerated Public Facilities described in Exhibit F.; (ii) the posting of a One Million Dollar (\$1,000,000) letter of credit by Developer ("Letter of Credit") in a form reasonably approved by the City Attorney; and (iii) the commencement of construction of the Accelerated Public Improvements. Developer shall deposit this Letter of Credit with the City at least ten (10) business days before the expiration date of the mass grading permit. If Developer completes the Mass Grading Activities during the Extension One Period, City shall return the Letter of Credit to Developer. If Developer does not complete the Mass Grading Activities and the requirements of the Mass Grading Permit within the Extension One Period (subject to any Force Majeure Events), City shall be entitled to liquidate the Letter of Credit and to retain the Letter of Credit proceeds for any purpose. City shall issue an additional one (1) year extension of the mass grading permit ("Extension Two Period"), upon Developer's posting with the City of a new One Million Dollar (\$1,000,000) Letter of Credit. If, at the conclusion of the Extension Two Period, Developer has not completed the Mass Grading Activities and requirements of the Mass Grading

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Permit, and no Force Majeure Event has occurred, then City may liquidate the Letter of Credit and retain the Letter of Credit proceeds for any purpose.

6. DEVELOPMENT FEES.

A. Development Impact Fees.

1. The presently adopted Development Impact Fees, as defined in Chapter 4.60 of the Riverside County Code as adopted by the City of Jurupa Valley through Chapter 1.35 of Jurupa Valley Municipal Code (Ordinance No. 2011-10) (the "DIF"), and the rates of the DIF as set forth in Section 4.60.070 and 4.60.080 of the Riverside County Code as adopted by the City of Jurupa Valley through Chapter 1.35 of Jurupa Valley Municipal Code (Ordinance No. 2011-10). The Parties acknowledge that in the future, the City may be adopting a new DIF program. Developer therefore agrees to pay the DIF rates plus an additional ten percent (10%) for each present DIF Rate (collectively, "DIF Rates"). These DIF Rates shall be the sole DIF and DIF Rates to be imposed upon parcels within the Property for the first seven (7) years of the Term of this Agreement. The DIF Rates are attached hereto as Exhibit G to this Agreement. Thereafter, the DIF and rates of DIF shall be those in effect at the time of any Development Approval, even if the additional three-year extension of the Term described in Section 3.A. becomes effective.

2. The DIF and the DIF Rates shall apply only to the City's development impact fees and not to the TUMF, any similarly regional impact fees described in Section 4.B.1. of this Agreement or to any other development impact fees imposed by another governmental agency not under the control, directly or indirectly, of the City. Developer shall be entitled to such credits as might be available pursuant to the terms of the DIF or other provisions of the Land Use Regulations and this Agreement.

3. All persons or entities holding title or interest in any portion of the Property, including any, each, and all successors and assigns of Developer shall be separately responsible for payment of any and all DIF for that portion of the property developed by such person or entity.

B. TUMF Fees. The presently adopted Transportation Uniform Mitigation Fee, as defined in Chapter 4.56 of the Riverside County Code as adopted by the City of Jurupa Valley through Chapter 1.35 of Jurupa Valley Municipal Code (Ordinance No. 2011-10) (the "TUMF"), any future similar regional development impact fee, or any other development impact fees imposed by another governmental agency shall be imposed upon Development within the Property at the rate in effect as of the date of issuance of each building permit for the Property. Developer shall be entitled to such credits as might be available pursuant to the terms of TUMF or the terms of the future allowable fees. Notwithstanding this Section, any regional development impact fee that City has the discretion to adopt or not adopt, similar to the TUMF or other existing regional fees, shall, if adopted by City, not be applicable to the Developer or the Property. Developer understands and acknowledges that the Western Riverside County Council of Governments ("WRCOG") is in the processes of updating the TUMF Fees and upon completion of that update that the City Council will consider adopting the new fees in accordance with the joint powers agreement establishing WRCOG.

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C. Application/Processing Fees. Developer shall pay the application and processing fees customarily imposed on the type of entitlement and/or permit sought at the rate, and in the amount, imposed by City pursuant to the fee schedule, resolution or ordinance in effect at the time the application is deemed complete and accepted by City for action, which fees are designed to reimburse City's expenses attributable to processing such applications for entitlements, permits, or both.

D. Community Benefit Contribution. In further consideration of the benefits received by Developer pursuant to the terms of this Agreement, Developer shall pay to the City Community Benefit Contribution ("CBC") in the amount of one hundred twenty-five thousand dollars (\$125,000.00) payable as provided in this subsection.

1. The Community Benefit Contribution shall be paid to the City on the following schedule:

a. Twenty-five thousand dollars (\$25,000.00) shall be paid within thirty days after the Effective Date;

b. Twenty-five thousand dollars (\$25,000.00) shall be paid on or prior to the issuance of the grading permit for the Project;

c. Twenty-five thousand dollars (\$25,000.00) shall be paid upon completion of seventy five percent (75%) of the mass grading for the Project;

d. Twenty-five thousand dollars (\$25,000.00) shall be paid upon the completion of the First Building Phase; and

e. Twenty-five thousand dollars (\$25,000.00) shall be paid upon the issuance by the City of Certificates of Occupancy for a minimum of one hundred twenty-five thousand (125,000) square feet of buildings for the Project.

2. City shall not be obligated to issue permits for the Project if the CBC has not been paid in accordance with this Section.

3. City shall use the CBC for municipal purposes.

E. Administrative Fee. Developer shall pay to the City an administrative fee in the amount of ten thousand dollars (\$10,000.00) which shall compensate City for its costs incurred in drafting and processing this Agreement, including but not limited to, staff time and attorney fees and costs.

F. City Tipping Fee. Developer shall pay the City One Dollar (\$1.00) per cubic yard of material extracted from the Property ("Tipping Fee"). The Tipping Fee shall be capped at One Percent (1%) of the sale price of the materials. Developer shall provide City with an accounting of the amount of material sold to third parties, on an annual basis, commencing one (1) year after the grading commences on the Property. The accounting shall be in accordance with customary and reasonable accounting practices approved by the City's Director of Finance. The Tipping Fee does not obligate Developer to sell any of the material extracted from the Property.

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G. Point of Sale Requirements. Developer agrees that it and any brokers or contractors who may sell extracted materials from the Property shall include in each such material sale contract provision that the City is the location of where the sale is deemed to have occurred.

7. CITY'S OBLIGATIONS.

A. Property Approvals Independent. All approvals required for the Property which may be or have been granted, and all land use entitlements or approvals generally which have been issued or will be issued by City with respect to the Property, constitute independent actions and approvals by City. If any provision of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, or if this Agreement terminates for any reason, then such invalidity, unenforceability or termination of this Agreement or any part hereof shall not affect the validity or effectiveness of any such Property approvals or other land use approvals and entitlements. In such cases, such approvals and entitlements will remain in effect pursuant to their own terms, provisions, and the Conditions of Approval. It is understood by the Parties to this Agreement that pursuant to existing law, if this Agreement terminates or is held invalid or unenforceable as described above, such approvals and entitlements shall not remain valid for the Term, but shall remain valid for the term(s) of such approvals and entitlements.

B. City Cooperation. City staff shall work cooperatively with Developer to assist in coordinating the expeditious processing and consideration of all necessary permits, entitlements and approvals. To the extent the City or the City's designee is unable to process and consider permits, entitlements and approvals in an expeditious manner, Developer may at Developer's expense fund the hiring of an outside contractor to assist the City or the City's designee in the expeditious processing and consideration of all necessary permits, entitlements and approvals, and City shall contract for those services.

8. INDEMNIFICATION.

A. Developer agrees to indemnify and hold harmless the City and its agents, officers, contractors, attorneys, and employees ("Indemnified Parties") from and against any claims or proceeding against the Indemnified Parties to set aside, void or annul the approval of this Agreement or any Development Approvals or Subsequent Development Approvals pursuant to this Agreement. Notwithstanding the provisions of this Agreement, Developer's obligation pursuant to this Section is not a benefit or burden running with the land and shall not be assigned to any person without the prior, express written consent of the City. Developer's duties under this Section are solely subject to and conditioned upon the Indemnified Parties written request to Developer to indemnify the Indemnified Parties. Developer shall deposit the expected costs of defense, as reasonably determined by the City Attorney, with the City within five (5) business days of notice from the City of the claim and shall add to the deposit within five (5) business days from the request of City. Without in any way limiting the provisions of this Section, the parties hereto agree that this Section shall be interpreted in accordance with the provisions of California Civil Code Section 2778 in effect as of the Effective Date.

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B. Notwithstanding Section 8.A., and as a separate and distinct obligation of Developer, Developer agrees to indemnify and hold harmless the Indemnified Parties from and against each and every claim, action, proceeding, cost, fee, legal cost, damage, award or liability of any nature arising from alleged damages caused to third parties and alleging that the Indemnified Parties is or are liable therefor as a direct or indirect result of the City's approval of this Agreement or any Development Approvals or Subsequent Development Approvals pursuant to this Agreement. Developer's duties under this Section are solely subject to and conditioned upon the Indemnified Parties written request to Developer to indemnify the Indemnified Parties. Developer shall deposit the expected costs of defense, as reasonably determined by the City Attorney, with the City within five (5) business days of notice from the City of the claim and shall add to the deposit within five (5) business days from the request of City. Without in any way limiting the provisions of this Section, the parties hereto agree that this Section shall be interpreted in accordance with the provisions of California Civil Code Section 2778 in effect as of the Effective Date.

9. PERIODIC REVIEW OF COMPLIANCE WITH AGREEMENT.

A. Periodic Review. The City and Developer shall review this Agreement at least once every 12-month period from the date this Agreement is executed. The City shall notify Developer in writing of the date for review at least thirty (30) days prior thereto. Such periodic review shall be conducted in accordance with Government Code Section 65865.1.

B. Good Faith Compliance. During each periodic review, Developer shall be required to demonstrate good faith compliance with the terms of this Agreement. Developer agrees to furnish such reasonable evidence of good faith compliance as the City, in the exercise of its reasonable discretion, may require. If requested by Developer, the City agrees to provide to Developer, a certificate that Developer or a duly authorized Transferee is in compliance with the terms of this Agreement, provided Developer reimburses the City for all reasonable and direct costs and fees incurred by the City with respect thereto.

C. Failure to Conduct Annual Review. The failure of the City to conduct the annual review shall not be a Developer default. Further, Developer shall not be entitled to any remedy for the City's failure to conduct this annual review.

D. Initiation of Review by City Council. In addition to the annual review, the City Council may at any time initiate a review of this Agreement by giving written notice to Developer. Within thirty (30) days following receipt of such notice, Developer shall submit evidence to the City Council of Developer's good faith compliance with this Agreement and such review and determination shall proceed in the same manner as provided for the annual review. The City Council shall initiate its review pursuant to this Section only if it has probable cause to believe the City's general health, safety, or welfare is at risk as a result of specific acts or failures to act by Developer.

E. Administration of Agreement. Any final decision by the City staff concerning the interpretation and administration of this Agreement and Development of the Property in accordance herewith may be appealed by Developer to the City Council, provided that any such appeal shall be filed with the City Clerk within ten (10) business days after Developer receives

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written notice that the staff decision is final. The City Council shall render its decision to affirm, reverse, or modify the staff decision within thirty (30) days after the appeal was filed. The decision of the City Council as to the administration of this Agreement shall be final and is not appealable. The foregoing notwithstanding, breaches of this Agreement are subject to judicial relief as provided in this Agreement.

F. Availability of Documents. If requested by Developer, the City agrees to provide to Developer copies of any documents, reports or other items reviewed, accumulated or prepared by or for the City in connection with any periodic compliance review by the City, provided Developer reimburses the City for all reasonable and direct costs and fees incurred by the City with respect thereto. The City shall respond to Developer's request on or before ten (10) business days have elapsed from the City's receipt of such request.

#### 10. DEFAULT; REMEDIES; DISPUTE RESOLUTION.

A. Notice of Default. In the event of failure by a party substantially to perform any material term or provision of this Agreement, the non-defaulting party shall have those rights and remedies provided herein, provided that such non-defaulting party has first provided to the defaulting party a written notice of default in the manner required by this Section identifying with specificity the nature of the alleged default and the manner in which said default may satisfactorily be cured.

B. Cure of Default. Upon the receipt of the notice of default, the alleged defaulting party shall promptly commence to cure, correct, or remedy the identified default at the earliest reasonable time after receipt of the notice of default and shall complete the cure, correction or remedy of such default not later than ten (10) days after receipt of notice thereof if the breach of this Agreement involves the payment of money, or not later than thirty (30) days after receipt of notice thereof if the breach of this Agreement does not involve the payment of money; provided, however, that if such breach may not reasonably be cured within such thirty (30) day period, then a default shall exist only if the cure of such breach is not commenced within such thirty (30) day period or thereafter is not diligently prosecuted to completion.

C. Developer's Remedies. Due to the size, nature, and scope of the Property and its development, it will not be practical or possible to restore the Property to its natural condition once implementation of this Agreement has begun. After such implementation, Developer may be foreclosed from other choices it may have had to utilize the Property and provide for other benefits. Developer has invested significant time and resources and performed extensive planning and processing of the Development of the Property in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Agreement, and it is not possible to determine the sum of money which would adequately compensate Developer for such efforts. For the above reasons, the City and Developer agree that damages would not be an adequate remedy if the City fails to carry out its obligations under this Agreement and that Developer shall have the right to seek and obtain specific performance as a remedy for any breach of this Agreement. Moreover, the City would not have consented to this Agreement if it were to be subject to damages for breach of this Agreement. Therefore, Developer specifically agrees that it has no authority under this Agreement or otherwise to seek monetary damages against the City for any breach of this

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Agreement by the City, and agrees not to seek monetary damages against the City for breach of this Agreement.

D. City Remedies. In the event of an uncured default by Developer of the terms of this Agreement, City, at its option, may institute legal action in law or in equity to cure, correct, or remedy such default, enjoin any threatened or attempted violation, or enforce the terms of this Agreement by specific performance as its sole and exclusive remedy. Furthermore, City, in addition to or as an alternative to exercising the remedies set forth in this Section 9.4, in the event of a material default by Developer, may give notice of its intent to terminate or modify this Agreement pursuant to the Development Agreement Act, in which event the matter shall be scheduled for consideration and review by the City Council in the manner set forth in the Development Agreement Act.

E. Judicial Review. Based on the foregoing, in the event Developer judicially (including by way of a reference proceeding) challenges the application of a future land use regulation as being in violation of this Agreement and as not being a land use regulation adopted pursuant to the Reserved Authority, Developer shall bear the burden of proof in establishing that such rule, regulation, or policy is inconsistent with the Land Use Regulations, the Project Approvals, or both and the City shall thereafter bear the burden of proof in establishing that such regulation was adopted pursuant to and in accordance with the Reserved Authority and was not applied by the City in violation of this Agreement

F. Local, State And Federal Laws. Developer and its contractors shall carry out the design and construction of all private improvements on the Property and all Public Improvements in conformity with all applicable laws, including, without limitation, all applicable federal, state and local occupation, employment, prevailing wage, safety and health laws, rules, regulations and standards. Developer agrees to indemnify, defend and hold the Indemnified Parties (as defined in Section 8) harmless from and against any cost, expense, claim, charge or liability relating to or arising directly or indirectly from any breach by or failure of Developer or its contractor(s) or agents to comply with such laws, rules or regulations. Developer's indemnity obligations set forth in this Section shall survive the termination or expiration of this Agreement.

## 11. MORTGAGEE PROTECTION; CERTAIN RIGHTS TO CURE.

A. Encumbrances on the Property. This Agreement shall not prevent or limit Developer from encumbering the Property or any portion thereof or any improvements thereon with any mortgage, deed of trust, sale and leaseback arrangement, or any other form of conveyance ("Mortgage") in which the Property, or a portion thereof or interest therein, is pledged as security, and contracted for in good faith and fair value in order to secure financing with respect to the construction, development, use or operation of the Property.

B. Mortgagee Protection. This Agreement shall be superior and senior to the lien of any Mortgage. Notwithstanding the foregoing, no breach of this Agreement shall defeat, render invalid, diminish, or impair the lien of any Mortgage made in good faith and for value, and any acquisition or acceptance of title or any right or interest in or with respect to the Property or any portion thereof by a holder of a beneficial interest under a Mortgage, or any successor or

assignee to said holder ("Mortgagee"), whether pursuant to foreclosure, trustee's sale, deed in lieu of foreclosure, lease termination or otherwise, shall be subject to all of the terms and conditions of this Agreement.

C. Mortgagee Not Obligated. No Mortgagee will have any obligation or duty under this Agreement to perform the obligations of Developer or other affirmative covenants of Developer hereunder, or to guarantee such performance. In addition, the Mortgagee shall have no right to develop or operate the Property without fully complying with the terms of this Agreement, and to the extent that any covenant to be performed by Developer is a condition to the performance of a covenant by City, the performance thereof shall continue to be a condition precedent to City's performance hereunder.

D. Notice of Default to Mortgagee; Right of Mortgagee to Cure. City shall, upon written request to City, deliver to each Mortgagee a copy of any notice of default given to Developer under the terms of this Agreement, at the same time such notice of default is provided to Developer. The Mortgagee shall have the right, but not the obligation, to cure, correct, or remedy the default, within sixty (60) days after the receipt of such notice from City for monetary defaults, or within sixty (60) days after Developer's cure period has expired for non-monetary defaults, or, for such defaults that cannot reasonably be cured, corrected, or remedied within such period, the Mortgagee may cure, correct, or remedy the default if the Mortgagee commences to cure, correct, or remedy such default within such sixty (60) day period, and continuously and diligently prosecutes such cure to completion. If the default is of a nature which can only be remedied or cured by such Mortgagee upon obtaining possession of the Property, such Mortgagee shall have the right to seek to obtain possession with diligence and continuity through foreclosure, a receiver or otherwise, and shall be permitted thereafter to remedy or cure the default within such time as is reasonably necessary to cure or remedy said default but in no event more than ninety (90) days after obtaining possession. If any such default cannot, with diligence, be remedied or cured within such thirty (30) day period, then such period shall be extended to permit the Mortgagee to effect a cure or remedy so long as Mortgagee commences said cure or remedy during such ninety (90) day period, and thereafter diligently pursues such cure to completion.

## 12. TRANSFERS OF INTEREST IN PROPERTY OR AGREEMENT.

### A. Transfers and Assignments.

1. Restrictions on Transfers. Developer shall not sell, assign, or otherwise transfer all or any portion of its interests in the Property together with all its right, title and interest in this Agreement, or the portion thereof which is subject to the transferred portion of the Property, to any Transferee until such time as the Mass Grading Activities and Public Improvements have been accepted by the City unless the City has approved the transfer prior to its completion. City shall not unreasonably withhold or unreasonably delay consent to the transfer provided that: (1) the Transferee has specifically assumed in writing the obligations, or a portion of the obligations of the Developer, to design, construct, install and finally complete the Public Improvements for the Property; (2) the Transferee has the experience and financial capacity to complete the Mass Grading Activities and Public Improvements; and (3) the Transferee has obtained replacement bonds and letters of credit, accepted by the City for the

Mass Grading and Public Improvements (in which event, the City shall release the Developer's corresponding Public Improvement bonds). In the event of any sale, assignment, or other transfer pursuant to this Section, (i) Developer shall notify the City within twenty (20) days prior to the transfer of the name of the Transferee, together with the corresponding entitlements being transferred to such Transferee and (ii) the agreement between Developer and Transferee pertaining to such transfer shall provide that the Transferee shall be liable for the performance of those obligations of Developer under this Agreement which relate to the Transferred Property, if any, or shall confirm that the Developer and all Transferees shall remain jointly liable for the design and construction of Public Improvements pursuant to this Agreement.

2. Rights and Duties of Successors and Assigns. Any, each and all successors and assigns of Developer shall have all of the same rights, benefits, duties and obligations of Developer under this Agreement. All entities holding title to a portion of the Property shall be jointly liable for the Mass Grading Activities and the design and construction of the Public Improvements for the Property as set forth in this Agreement, except as provided in this Agreement or as may be modified in an Operating Memorandum pursuant to Section 3.F.4.

B. Estoppel Certificates.

1. Written Request. Either party may at any time deliver written notice to the other party requesting an estoppel certificate (the "Estoppel Certificate") stating: (1) this Agreement is in full force and effect and is a binding obligation of the parties; (2) this Agreement has not been amended or modified either orally or in writing or, if so amended, identifying the amendments; and (3) no default in the performance of the requesting party's obligations under this Agreement exists or, if a default does exist, the nature and amount of any default.

2. Thirty (30) Days to Respond. A party receiving a request for an Estoppel Certificate shall provide a signed certificate to the requesting party within thirty (30) days after receipt of the request.

3. Authorized Signatories. The City Manager or any person designated by the City Manager may sign the Estoppel Certificates on behalf of the City. Any officer of Developer may sign on behalf of Developer.

4. Reliance. An Estoppel Certificate may be relied on by assignees and mortgagees.

5. Reimbursement. In the event that one party requests an Estoppel Certificate from the other, the requesting party shall reimburse the other party for all reasonable and direct costs and fees incurred by such party with respect thereto.

6. Failure to Provide Estoppel Certificate. Failure by a party to provide an Estoppel Certificate within thirty (30) days after receipt of the request therefor shall be deemed confirmation that this Agreement is in full force and effect, has not been amended or modified either orally or in writing and that no defaults in the performance of the requesting party's obligations under this Agreement exist.

October 6, 2015

13. MISCELLANEOUS.

A. Notices. All notices permitted or required hereunder must be in writing and shall be effected by: (i) personal delivery; (ii) first class mail, registered or certified, postage fully prepaid; or (iii) reputable same-day or overnight delivery service that provides a receipt showing date and time of delivery, addressed to the following Parties, or to such other address as any party may from time to time designate in writing in the manner as provided herein:

To City: City of Jurupa Valley  
8930 Limonite Avenue  
Jurupa Valley CA 92509  
Attn: City Manager

With a copy to: Richards, Watson & Gershon  
355 South Grand Avenue, 40<sup>th</sup> Floor  
Los Angeles, CA 90071  
Attn: Peter M. Thorson, Esq.

To Developer: 21800 Burbank Boulevard, Suite 330  
Woodland Hills, CA 91367  
Attn: Douglas Jacobsen

With a copy to: Allen Matkins Leck Gamble Mallory & Natsis LLP  
1900 Main Street, 5<sup>th</sup> Floor  
Irvine, CA 92614  
Attn: John Condas, Esq.

Any written notice, demand or communication shall be deemed received immediately if personally delivered or delivered by delivery service, and shall be deemed received on the third day from the date it is postmarked if delivered by registered or certified mail.

B. Force Majeure. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default where delays or failures to perform are due to the elements, fire, earthquakes or other acts of God, strikes, labor disputes, lockouts, acts of the public enemy, riots, insurrections, accidents not caused by or beyond the control of the parties or governmental restrictions imposed or mandated by other governmental entities. City and Developer may also extend times of performance under this Agreement in writing. Notwithstanding the foregoing, Developer is not entitled pursuant to this Section to an extension of time to perform because of: (i) past, present, or future difficulty in obtaining suitable construction financing or permanent financing for the Development, or because of economic or market conditions; or (ii) the market conditions affecting the price or sale of materials removed from the Property. In the event Developer desires to invoke these Force Majeure provisions, Developer shall notify the City of a Force Majeure event within thirty (30) days of the event and include a detailed description of the Force Majeure event and how it affects Developer's compliance with the terms of this Agreement.

C. Binding Effect. This Agreement, and all of the terms and conditions hereof, shall be binding upon and inure to the benefit of the Parties, any subsequent Developer of all or any

October 6, 2015

portion of the Property or the Property, and their respective assigns, heirs or successors in interest, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Property. The provisions of this Agreement shall constitute mutual covenants which shall run with the land comprising the Property for the benefit thereof, and the burdens and benefits hereof shall bind and inure to the benefit of each of the Parties hereto and all successors in interest to the Parties hereto for the term of this Agreement.

D. Independent Entity. The Parties acknowledge that, in entering into and performing this Agreement, each of Developer and City is acting as an independent entity and not as an agent of the other in any respect.

E. Agreement Not to Benefit Third Parties. This Agreement is made for the sole benefit of the Parties, and no other person shall be deemed to have any privity of contract under this Agreement nor any right to rely on this Agreement to any extent for any purpose whatsoever, nor have any right of action of any kind on this Agreement nor be deemed to be a third party beneficiary under this Agreement.

F. Nonliability of City Officers and Employees. No official, officer, employee, agent or representative of City, acting in his/her official capacity, shall be personally liable to Developer, or any successor or assign, for any loss, costs, damage, claim, liability, or judgment, arising out of or connection with this Agreement, or for any act or omission on the part of City.

G. Covenant Against Discrimination. Developer and City covenant and agree, for themselves and their respective successors and assigns, that there shall be no discrimination against, or segregation of, any person or group or persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry, or any other impermissible classification, in the performance of this Agreement. Developer shall comply with the Americans with Disabilities Act of 1990, as amended (42 U.S.C. Sections 12101, et seq.).

H. No Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought and referring expressly to this Section H. No delay or omission by either party in exercising any right or power accruing upon non-compliance or failure to perform by the other party under any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof, except as expressly provided herein. No waiver by either party of any of the covenants or conditions to be performed by the other party shall be construed or deemed a waiver of any succeeding breach or nonperformance of the same or other covenants and conditions hereof.

I. Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect, to the extent that the invalidity or unenforceability does not impair the application of this Agreement as intended by the Parties.

J. Construction. This terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason

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of the authorship of this Agreement or any other rule of construction that might otherwise apply. As used in this Agreement, and as the context may require, the singular includes the plural and vice versa, and the masculine gender includes the feminine and vice versa.

K. Recordation. This Agreement shall be recorded by City with the County Recorder of Riverside County within the period required by California Government Code Section 65868.5. Amendments approved by the Parties, and any cancellation or termination of this Agreement, shall be similarly recorded.

L. Captions and References. The captions of the sections of this Agreement are solely for convenience of reference, and shall be disregarded in the construction and interpretation of this Agreement. Reference herein to a section or exhibit are the sections and exhibits of this Agreement.

M. Time. Time is of the essence in the performance of this Agreement and for each and every term and condition hereof as to which time is an element.

N. Entire Agreement. This Agreement, including all exhibits attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, and this Agreement supersedes all previous negotiations, discussions and agreements between the Parties, and no parole evidence of any prior or other agreement shall be permitted to contradict or vary the terms hereof.

O. Exhibits. Exhibits A – F, identified as follows, are attached to this Agreement and are incorporated herein as though set forth in full:

“Exhibit A Legal Descriptions of Properties”

“Exhibit B Site Map”

“Exhibit C List of Land Use Regulations”

“Exhibit D [Intentionally Omitted]”

“Exhibit E Pedley Crossings Sign Program”

“Exhibit F Accelerated Public Facilities”

“Exhibit G DIF Fees”

P. Counterpart Signature Pages. For convenience the Parties may execute and acknowledge this Agreement in counterparts and when the separate signature pages are attached hereto, shall constitute one and the same complete Agreement.

Q. Authority to Execute. Developer warrants and represents that: (i) it is duly organized and existing; (ii) it is duly authorized to execute and deliver this Agreement; (iii) by so executing this Agreement, Developer is formally bound to the provisions of this Agreement; (iv) Developer’s entering into and performance of its obligations set forth in this Agreement do not

October 6, 2015

violate any provision of any other agreement to which Developer is bound; and (v) there is no existing or threatened litigation or legal proceeding of which Developer is aware which could prevent Developer from entering into or performing its obligations set forth in this Agreement.

R. No Brokers. Each of City and Developer represents to the other party that it has not engaged the services of any finder or broker and that it is not liable for any real estate commissions, broker's fees, or finder's fees which may accrue by means of this Agreement, and agrees to hold harmless the other party from such commissions or fees as are alleged to be due from the party making such representations.

S. Subsequent Amendment to Authorizing Statute. This Agreement has been entered into in reliance upon the provisions of the Development Agreement Legislation in effect as of the Effective Date. Accordingly, subject to Section 4 above, to the extent that subsequent amendments to the Government Code would affect the provisions of this Agreement, such amendments shall not be applicable to this Agreement unless necessary for this Agreement to be enforceable or required by law or unless this Agreement is modified pursuant to the provisions set forth in this Agreement and Government Code Section 65868 as in effect on the Effective Date.

T. Interpretation and Governing Law. The language in all parts of this Agreement shall, in all cases, be construed as a whole and in accordance with its fair meaning. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. The parties understand and agree that this Agreement is not intended to constitute, nor shall be construed to constitute, an impermissible attempt to contract away the legislative and governmental functions of the City, and in particular, the City's police powers. In this regard, the parties understand and agree that this Agreement shall not be deemed to constitute the surrender or abnegation of the City's governmental powers over the Property.

U. No Joint and Several Liability. At any time following completion of the Mass Grading Activities and Public Improvements, as determined by the City Engineer, that there is more than one Developer, no breach hereof by a Developer shall constitute a breach by any other Developer. Any remedy, obligation, or liability, including but not limited to the obligations to defend and indemnify the City, arising by reason of such breach shall be applicable solely to the Developer that committed the breach. However, the City shall send a copy of any notice of violation to all Developers, including those not in breach. In addition, a default by any Transferee shall only affect that portion of the Property owned by such Transferee and shall not cancel or diminish in any way Developer's rights hereunder with respect to any portion of the Property not owned by such Transferee. The Transferee shall be responsible for the reporting and annual review requirements relating to the portion of the Property owned by such Transferee, and any amendment to this Agreement between City and a Transferee shall only affect the portion of the Property owned by such Transferee. Prior to the completion of the Mass Grading Activities and Public Improvements, as determined by the City Engineer, all Developers with interests in the Property shall be jointly and severally liable for the completion of the Grading Activities and the Public Improvements.

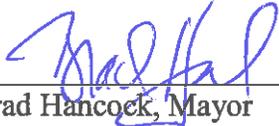
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October 6, 2015

IN WITNESS WHEREOF, Developer and City have executed this Agreement as of the Reference Date.

“CITY”

CITY OF JURUPA VALLEY, a California  
Municipal Corporation

  
\_\_\_\_\_  
Brad Hancock, Mayor

“DEVELOPER”

RBE GLENDORA LLC, a California  
Limited Liability Company

By:   
Name: NORMAN J. KRAVETZ  
Its: MANAGER

ATTEST:

  
\_\_\_\_\_  
Victoria Wasko, CMC, City Clerk

NJK FAMILY HOLDINGS LLC, a  
California Limited Liability Company

By:   
Name: NORMAN J. KRAVETZ  
Its: MANAGER

APPROVED AS TO FORM:

RICHARDS WATSON & GERSHON

  
\_\_\_\_\_  
Peter M. Thorson, City Attorney

SGS FAMILY HOLDINGS LLC, a  
California Limited Liability Company

By:   
Name: NORMAN J. KRAVETZ  
Its: MANAGER



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of Los Angeles )

On December 31, 2015 before me, Virginia Rose Nagy, Notary Public,  
Date Here Insert Name and Title of the Officer ✓

personally appeared Norman J. Kravetz  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Virginia Rose Nagy  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Development Agreement Document Date: Oct. 15, 2015  
Number of Pages: 25 Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Norman J. Kravetz  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: Manager  
Signer Is Representing: NJK Family Holdings LLC

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of Los Angeles )

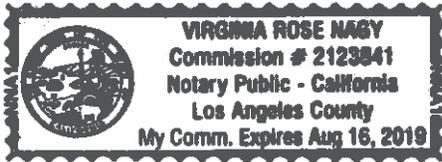
On December 31, 2015 before me, Virginia Rose Nagy, Notary Public,  
Date Here Insert Name and Title of the Officer ✓

personally appeared Norman J. Kravetz  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Virginia Rose Nagy  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Development Agreement Document Date: Oct. 16, 2015  
Number of Pages: 25 Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Norman J. Kravetz  
 Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: Manager

Signer Is Representing: SGS Family Holdings LLC

Signer's Name: \_\_\_\_\_  
 Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of Los Angeles )

On December 31, 2015 before me, Virginia Rose Nagy, Notary Public,  
Date Here Insert Name and Title of the Officer ✓

personally appeared Norman J. Kravetz  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Virginia Rose Nagy  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Development Agreement Document Date: Oct 15, 2015  
Number of Pages: 25 Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Norman J. Kravetz  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: Manager  
Signer Is Representing: RBE Glendora LLC

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF JURUPA VALLEY, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

PARCEL 2 OF PARCEL MAP 22586, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 153, PAGES 7 THROUGH 10, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL B:

PARCEL 3 OF PARCEL MAP 22586, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 153, PAGES 7 THROUGH 10, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL C:

PARCEL 4 OF PARCEL MAP 22586, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 153, PAGES 7 THROUGH 10, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

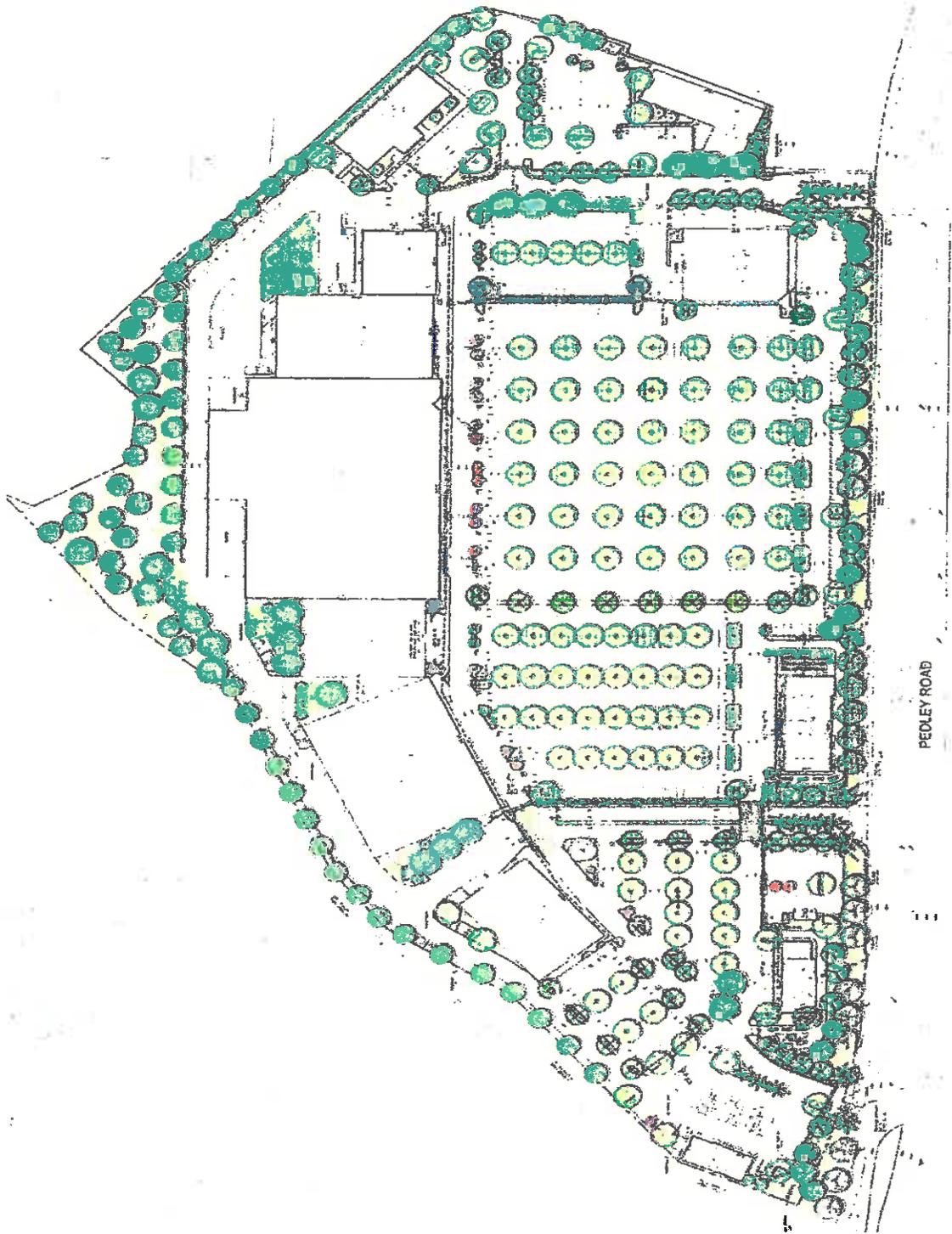
APN: 169-040-027, 169-070-028 & 029

October 6, 2015

**EXHIBIT B**

**SITE MAP**

SITE PLAN WITH LANDSCAPING



**EXHIBIT C**

**LIST OF LAND USE REGULATIONS**

1. Land use regulations of the County of Riverside, including Riverside County Ordinance Nos. 460, Subdivisions, and 348, Zoning Ordinance, adopted pursuant to Ordinance No. 2011-10:

AN ORDINANCE OF THE CITY OF JURUPA VALLEY, CALIFORNIA, ADDING CHAPTER 1.35, COUNTY ORDINANCES ADOPTED, TO THE JURUPA VALLEY MUNICIPAL CODE ADOPTING ALL ORDINANCES AND RESOLUTIONS OF THE COUNTY OF RIVERSIDE (INCLUDING LAND USE ORDINANCES AND RESOLUTIONS) TO REMAIN IN FULL FORCE AND EFFECT AS CITY ORDINANCES UNTIL SUPERSEDED BY CITY ORDINANCES

2. All Ordinances adopted by the City of Jurupa Valley on or before the Effective Date of this Agreement pertaining to zoning and land use.

3. General Plan of the County of Riverside as adopted by the City of Jurupa Valley through Ordinance No. 2011-10, entitled “AN ORDINANCE OF THE CITY OF JURUPA VALLEY, CALIFORNIA, ADDING CHAPTER 1.35, COUNTY ORDINANCES ADOPTED, TO THE JURUPA VALLEY MUNICIPAL CODE ADOPTING ALL ORDINANCES AND RESOLUTIONS OF THE COUNTY OF RIVERSIDE (INCLUDING LAND USE ORDINANCES AND RESOLUTIONS) TO REMAIN IN FULL FORCE AND EFFECT AS CITY ORDINANCES UNTIL SUPERSEDED BY CITY ORDINANCES”

4. The “Mira Loma Warehouse Policy Area”, dated as of October 2003 adopted as part of the County of Riverside General Plan and adopted by the City of Jurupa Valley by Ordinance No. 2011-10 as the City’s Interim General Plan

5. Paragraphs 1 and 2 of Exhibit A to that certain “Consent Judgment” filed on February 14, 2013 in the case of *Center for Community Action and Environmental Justice etc. v. County of Riverside, City of Jurupa Valley et al.*, Riverside Superior Court Case No. RIC1112063, which Paragraphs read as follows:

“1. EJ Element in General Plan: Within the timeframes for adopting or updating general plans as required by law, as part of the proceedings of the City of Jurupa Valley (City) to adopt or update its General Plan, City agrees to use its best efforts to prepare an environmental justice element that includes specific policies, analyze any impacts of that element in any CEQA document prepared for the General Plan, and hold hearings or conduct other proceedings to consider the adoption of that environmental justice element. The environmental justice element prepared by the City shall be consistent with the California Office of Planning & Research (“OPR”) General Plan Guidelines concerning environmental justice as they now exist or may hereafter be amended, and the Office of the Attorney General’s guidance entitled, Environmental Justice at the Local and Regional Level – Legal Background (dated July 10, 2012), a copy of which is attached to the Consent Judgment as Exhibit B. The Real Parties in Interest (RPIs) shall contribute a

total of \$20,000 toward the preparation and consideration of the general plan element by the City.

“The Parties understand and agree that, in the context of the City’s processing its General Plan, including any Environmental Justice element, the City cannot guarantee the ultimate outcome of any public hearings before the City’s Planning Commission or City Council, nor prevent any opposition thereto by members of the public affected by or interested in the General Plan. The Parties recognize that the adoption or amendment of the General Plan is a discretionary act and that nothing in this Consent Judgment limits, in any manner, the City’s exercise of its police power under the California Constitution. Nothing in this Consent Judgment limits the City’s discretion to determine what policies and provisions should be included in the environmental justice element. Subject to the foregoing, the City, to the extent allowed by law, shall facilitate and promote the proceedings necessary to complete processing of its General Plan and consideration of an Environmental Justice Element in the General Plan.

“2. CEQA Analysis for Particular Future Projects to Address Impacts to Overburdened and Sensitive Communities: To further environmental justice, as defined to include the fair treatment of people of all races, cultures, and incomes with respect to the development, adoption, implementation, and enforcement of environmental laws, the City agrees to use its best efforts to analyze, as part of CEQA review, whether projects may impact certain overburdened communities and sensitive populations, including low income communities and communities of color. This analysis shall incorporate outreach to, and encourage the participation of, overburdened communities and sensitive populations, and shall be consistent with specific standards, including CEQA and the CEQA Guidelines, (Cal. Code Regs., tit. 14, § 15000 et seq.), and the Office of the Attorney General’s guidance entitled, Environmental Justice at the Local and Regional Level – Legal Background (dated July 10, 2012), a copy of which is attached to the Consent Judgment as Exhibit B. The requirement to analyze impacts to overburdened and sensitive communities as part of CEQA review shall be included as a policy/action in any EJ element that the City may adopt for its General Plan.”

6. The Environmental Justice Element of the Jurupa Valley General Plan as adopted by the City Council on November 6, 2014.

## **EXHIBIT C**

### **LIST OF LAND USE REGULATIONS**

1. The Jurupa Valley Environmental Justice Element of the Jurupa Valley Area Plan dated November 6, 2014 and contained herein;

2. All applicable land use regulations of the County of Riverside, including but not limited to Riverside County Ordinance Nos. 460, Subdivisions, and 348, Zoning Ordinance, adopted pursuant to Ordinance No. 2011-10:

AN ORDINANCE OF THE CITY OF JURUPA VALLEY, CALIFORNIA, ADDING CHAPTER 1.35, COUNTY ORDINANCES ADOPTED, TO THE JURUPA VALLEY MUNICIPAL CODE ADOPTING ALL ORDINANCES AND RESOLUTIONS OF THE COUNTY OF RIVERSIDE (INCLUDING LAND USE ORDINANCES AND RESOLUTIONS) TO REMAIN IN FULL FORCE AND EFFECT AS CITY ORDINANCES UNTIL SUPERSEDED BY CITY ORDINANCES

3. ORDINANCE NO. 2012-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY ADDING CHAPTER 11.10, NOISE REGULATIONS, TO THE JURUPA VALLEY MUNICIPAL CODE

4. ORDINANCE NO. 2012-02:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY ADDING SECTION 9.10.010, SITE DEVELOPMENT PERMIT TERMINOLOGY, AND CHAPTER 9.10, AMENDMENTS TO THE COUNTY ZONING ORDINANCE, TO TITLE 9, PLANNING AND ZONING, OF THE JURUPA VALLEY MUNICIPAL CODE, TO AMEND AND SUPERSEDE CERTAIN PROVISIONS OF RIVERSIDE COUNTY ZONING ORDINANCE NO. 348 BY CHANGING REFERENCES OF PLOT PLAN TO SITE DEVELOPMENT PERMIT

5. ORDINANCE NO. 2012-03:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY ADDING SECTION 9.10.020, DETACHED ACCESSORY BUILDINGS, AND CHAPTER 9.10, AMENDMENTS TO THE COUNTY ZONING ORDINANCE, TO TITLE 9, PLANNING AND ZONING, OF THE JURUPA VALLEY MUNICIPAL CODE, TO AMEND AND SUPERSEDE CERTAIN PROVISIONS OF RIVERSIDE COUNTY ZONING ORDINANCE NO. 348 BY ELIMINATING THE REQUIREMENT FOR A PUBLIC HEARING FOR ACCESSORY BUILDING APPROVALS UNLESS A MAJOR SIGNIFICANT IMPACT IS IDENTIFIED

6. ORDINANCE NO. 2012-05:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, ADDING CHAPTER 4.10 TO THE JURUPA VALLEY MUNICIPAL CODE REQUIRING FORECLOSED RESIDENTIAL PROPERTY REGISTRATION AND

INSPECTION TO ADDRESS MAINTENANCE AND SECURITY ISSUES WITH SUCH PROPERTIES AND SUPERSEDING RIVERSIDE COUNTY ORDINANCE NO. 881

7. ORDINANCE NO. 2012-07:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY ADDING CHAPTER 6.10 TO THE JURUPA VALLEY MUNICIPAL CODE ESTABLISHING STORM WATER URBAN RUNOFF MANAGEMENT AND DISCHARGE CONTROLS

8. ORDINANCE NO. 2012-10:

AN ORDINANCE OF THE CITY OF JURUPA VALLEY ADDING A NEW SECTION 9.10.030, CONDITIONAL USE PERMIT REQUIREMENT FOR HEAVY INDUSTRIAL USES, AND SECTION 9.10.040, CONDITIONAL USE PERMIT HEARING BODY DEFINED, TO TITLE 9, PLANNING AND ZONING, OF THE JURUPA VALLEY MUNICIPAL CODE, TO AMEND AND SUPERCEDE CERTAIN PROVISIONS OF RIVERSIDE COUNTY ZONING ORDINANCE NO. 348

9. ORDINANCE NO. 2012-12

AN ORDINANCE OF THE CITY OF JURUPA VALLEY, CALIFORNIA ADDING A NEW CHAPTER 9.20, DONATION COLLECTION CONTAINERS, TO TITLE 9, PLANNING AND ZONING, OF THE JURUPA VALLEY MUNICIPAL CODE, TO AMEND AND SUPERSEDE CERTAIN PROVISIONS OF RIVERSIDE COUNTY ZONING ORDINANCE NO. 348

10. ORDINANCE NO. 2013-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, ADDING SECTION 9.10.050, FOUNDATION COMPONENT CHANGES, TO CHAPTER 9.10, AMENDMENTS, TO THE COUNTY ZONING ORDINANCE, IN TITLE 9, PLANNING AND ZONING, OF THE JURUPA VALLEY MUNICIPAL CODE, TO AMEND AND SUPERSEDE CERTAIN PROVISIONS OF RIVERSIDE COUNTY ZONING ORDINANCE NO. 348

11. ORDINANCE NO. 2013-03:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, ADDING SECTION 9.10.070, PRIVATE LAND DEVELOPER GENERAL PLAN AMENDMENTS, AND AMENDING SECTION 9.10.050, FOUNDATION COMPONENT CHANGES, IN CHAPTER 9.10, AMENDMENTS TO THE COUNTY ZONING ORDINANCE, IN TITLE 9, PLANNING AND ZONING, OF THE JURUPA VALLEY MUNICIPAL CODE, TO AMEND AND SUPERSEDE CERTAIN PROVISIONS OF RIVERSIDE COUNTY ZONING ORDINANCE NO. 348

12. ORDINANCE NO. 2013-04:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, ADDING SECTION 9.10.060, PLANNING COMMISSION PERMIT DECISIONS AND CITY COUNCIL APPEAL PROCEDURES, TO CHAPTER 9.10, AMENDMENTS TO THE COUNTY ZONING ORDINANCE, IN TITLE 9, PLANNING AND ZONING, OF THE JURUPA VALLEY MUNICIPAL CODE, TO AMEND AND SUPERSEDE CERTAIN PROVISIONS OF RIVERSIDE COUNTY ZONING ORDINANCE NO. 348

13. General Plan of the County of Riverside as adopted by the City of Jurupa Valley through Ordinance No. 2011-10, entitled “AN ORDINANCE OF THE CITY OF JURUPA VALLEY, CALIFORNIA, ADDING CHAPTER 1.35, COUNTY ORDINANCES ADOPTED, TO THE JURUPA VALLEY MUNICIPAL CODE ADOPTING ALL ORDINANCES AND RESOLUTIONS OF THE COUNTY OF RIVERSIDE (INCLUDING LAND USE ORDINANCES AND RESOLUTIONS) TO REMAIN IN FULL FORCE AND EFFECT AS CITY ORDINANCES UNTIL SUPERSEDED BY CITY ORDINANCES”

14. The “Mira Loma Warehouse Policy Area”, dated as of \_\_\_\_\_ adopted as part of the County of Riverside General Plan and adopted as the City’s Interim General Plan

15. Paragraphs 1 and 2 of Exhibit A to that certain “Consent Judgment” filed on February 14, 2013 in the case of *Center for Community Action and Environmental Justice etc. v. County of Riverside, City of Jurupa Valley et. al.*, Riverside Superior Court Case No. RIC1112063, which Paragraphs read as follows:

“16. EJ Element in General Plan: Within the timeframes for adopting or updating general plans as required by law, as part of the proceedings of the City of Jurupa Valley (City) to adopt or update its General Plan, City agrees to use its best efforts to prepare an environmental justice element that includes specific policies, analyze any impacts of that element in any CEQA document prepared for the General Plan, and hold hearings or conduct other proceedings to consider the adoption of that environmental justice element. The environmental justice element prepared by the City shall be consistent with the California Office of Planning & Research (“OPR”) General Plan Guidelines concerning environmental justice as they now exist or may hereafter be amended, and the Office of the Attorney General’s guidance entitled, Environmental Justice at the Local and Regional Level – Legal Background (dated July 10, 2012), a copy of which is attached to the Consent Judgment as Exhibit B. The Real Parties in Interest (RPIs) shall contribute a total of \$20,000 toward the preparation and consideration of the general plan element by the City.

“The Parties understand and agree that, in the context of the City’s processing its General Plan, including any Environmental Justice element, the City cannot guarantee the ultimate outcome of any public hearings before the City’s Planning Commission or City Council, nor prevent any opposition thereto by members of the public affected by or interested in the General Plan. The Parties recognize that the adoption or amendment of the General Plan is a discretionary act and that nothing in this Consent Judgment limits, in any manner, the City’s exercise of its police power under the California Constitution.

Nothing in this Consent Judgment limits the City's discretion to determine what policies and provisions should be included in the environmental justice element. Subject to the foregoing, the City, to the extent allowed by law, shall facilitate and promote the proceedings necessary to complete processing of its General Plan and consideration of an Environmental Justice Element in the General Plan.

“17. CEQA Analysis for Particular Future Projects to Address Impacts to Overburdened and Sensitive Communities: To further environmental justice, as defined to include the fair treatment of people of all races, cultures, and incomes with respect to the development, adoption, implementation, and enforcement of environmental laws, the City agrees to use its best efforts to analyze, as part of CEQA review, whether projects may impact certain overburdened communities and sensitive populations, including low income communities and communities of color. This analysis shall incorporate outreach to, and encourage the participation of, overburdened communities and sensitive populations, and shall be consistent with specific standards, including CEQA and the CEQA Guidelines, (Cal. Code Regs., tit. 14, § 15000 et seq.), and the Office of the Attorney General's guidance entitled, Environmental Justice at the Local and Regional Level – Legal Background (dated July 10, 2012), a copy of which is attached to the Consent Judgment as Exhibit B. The requirement to analyze impacts to overburdened and sensitive communities as part of CEQA review shall be included as a policy/action in any EJ element that the City may adopt for its General Plan.”

**RESOLUTION NO. 2014-42**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY ADOPTING A NEGATIVE DECLARATION AND FINDINGS PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT IN CONNECTION WITH THE PROPOSED ADOPTION OF AN ENVIRONMENTAL JUSTICE ELEMENT, AND AMENDING THE CITY'S GENERAL PLAN BY ADOPTING THE ENVIRONMENTAL JUSTICE ELEMENT**

**THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY DOES HEREBY FIND, ORDER AND RESOLVE AS FOLLOWS:**

**Section 1. City of Jurupa Valley Land Use Regulatory Authority.** The City Council of the City of Jurupa Valley does hereby find, determine and declare that:

(a) The City of Jurupa Valley incorporated on July 1, 2011.

(b) On July 1, 2011, the City Council adopted Ordinance No. 2011-01. This Ordinance provides that pursuant to the provisions of Government Code Section 57376, all ordinances of the County of Riverside that have been applicable within the territory now incorporated as the City of Jurupa Valley, to the extent that they applied before incorporation, shall remain in full force and effect as ordinances of the City of Jurupa Valley, including the Riverside County General Plan. Additionally, Ordinance No. 2011-01 provides that the resolutions, rules and regulations of the County of Riverside that have been applicable in the implementation of the aforesaid ordinances and State laws (including, but not limited to, the California Environmental Quality Act and regulations pertaining to traffic) to the extent that they applied before incorporation shall remain in full force and effect as resolutions, rules and regulations, respectively, of the City of Jurupa Valley. On September 15, 2011, the City Council adopted Ordinance No. 2011-10, effective October 15, 2011, continuing in effect all ordinances of the County of Riverside that have been applicable within the territory now incorporated as the City of Jurupa Valley, to the extent that they applied before incorporation. These ordinances and resolutions as well as the Jurupa Valley Municipal Code shall be known as "Jurupa Valley Ordinances."

(c) On September 15, 2011, the City Council also adopted Ordinance No. 2011-09, effective October 15, 2011, adopting Chapter 2.35 of the Jurupa Valley Municipal Code establishing the Planning Commission for the City of Jurupa Valley. Chapter 2.35 provides that the Planning Commission shall perform the planning agency functions described in Government Code Section 65100 et seq. and shall fulfill the functions delegated to the Planning Commission for the County of Riverside under the relevant ordinances and resolutions, which the City has adopted as required upon incorporation. Chapter 2.35 further provides that the Planning Commission shall perform the functions of any and all planning, zoning or code enforcement appeals board created by the relevant County of Riverside ordinances and resolutions, which the City has adopted by reference as required by law.

Section 2.     **Procedural Findings.** The City Council of the City of Jurupa Valley does hereby find, determine and declare that:

(a) Following City Council authorization to begin work on a draft Environmental Justice Element on January 16, 2014, Planning Department staff prepared a draft Environmental Justice Element.

(b) On July 17, 2014, the City Council initiated a General Plan Amendment for the Environmental Justice Element.

(c) On August 27, 2014, the Planning Commission held a work session and provided suggestions for revisions to the draft Environmental Justice Element.

(d) On September 24, 2014, the Planning Commission of the City of Jurupa Valley held a duly noticed public hearing on the proposed Environmental Justice Element at which time all persons interested in the Project had the opportunity and did address the Planning Commission on these matters, closed the public hearing, and recommended the City Council's adoption of a Negative Declaration in connection with the proposed adoption of an Environmental Justice Element and amendment of the City's General Plan by adoption of the Environmental Justice Element.

(e) On October 16, 2014 and November 6, 2014, the City Council of the City of Jurupa Valley held a duly noticed public hearing on the proposed Environmental Justice Element, attached hereto as Exhibit A, at which time all persons interested in the Project had the opportunity and did address the City Council on these matters.

(f) All legal preconditions to the adoption of this Resolution have occurred.

Section 3.     **California Environmental Quality Act Findings.** The City Council hereby makes the following environmental findings and determinations in connection with the approval of the Environmental Justice Element (the "Project"):

(a) Pursuant to CEQA and the State CEQA Guidelines, City staff prepared an Initial Study of the potential environmental effects of the Project. Based on the findings contained in that Initial Study, City staff determined that there was no substantial evidence that the Project would have a significant effect on the environment. Based on that determination, a Negative Declaration was prepared. Thereafter, City staff provided public notice of the public comment period and of the intent to adopt the Negative Declaration.

(b) The City Council has reviewed the Negative Declaration and all comments received regarding the Negative Declaration and, based on the whole record before it, finds: (i) that the Negative Declaration was prepared in compliance with CEQA; and (ii) that there is no substantial evidence that the Project will have a significant effect on the environment. The City Council further finds that the Negative Declaration reflects the independent judgment and analysis of the City Council. Based on these findings, the City Council hereby adopts the Negative Declaration.

(c) The custodian of records for the Initial Study, Negative Declaration and all other materials that constitute the record of proceedings upon which the City Council's decision is based is the Planning Director of the City of Jurupa Valley. Those documents are available for public review in the Planning Department of the City of Jurupa Valley located at City Hall, 8304 Limonite Avenue, Suite M, Jurupa Valley, CA 92509.

**Section 4. Further Findings for Adoption of Environmental Justice General Plan Element.** The City Council further finds, determines and declares that:

(a) Pursuant to Government Code Section 65303, the City's General Plan may include any other elements or address any other subjects which, in the City's Council's judgment, relate to the City's physical development, such as the proposed Environmental Justice Element.

(b) Pursuant to Government Code Section 65303, the proposed Environmental Justice Element will have equal weight with other General Plan elements.

(c) The proposed Environmental Justice Element is consistent with all other elements of the City's General Plan.

(d) The proposed Environmental Justice Element addresses equity issues related to meaningful public input and capacity building; land use and the environment; mobility and active living; and healthy and affordable housing.

(e) Policy EJ 2.7 of the Environmental Justice Element is to be applied such that truck routes between centers of commerce and industry will have arterial roadway access to freeways and other arterial truck routes using City streets that minimize exposing residential and sensitive receptor uses to noise and air pollution from commercial trucks

(f) The adoption of the proposed Environmental Justice Element is in the public interest because it will aid the City's efforts to provide for the fair treatment of people of all races, cultures and incomes with respect to the development, adoption, implementation and enforcement of environmental laws, regulations and policies.

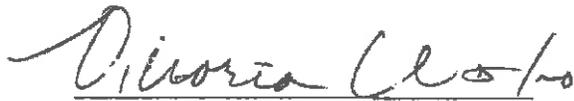
**Section 5. Approval.** Based on all the evidence in the record and the findings contained in Sections 1 through 4 of this Resolution, the City Council hereby amends the City's General Plan by adopting the proposed Environmental Justice Element, as set forth in Exhibit A, attached hereto.

**Section 6. Certification.** The City Clerk shall certify to the adoption of this Resolution.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Jurupa Valley on this 6<sup>th</sup> day of November, 2014.

  
Frank Johnston  
Mayor

ATTEST:

  
Victoria Wasko, CMC  
City Clerk

**CERTIFICATION**

STATE OF CALIFORNIA            )  
COUNTY OF RIVERSIDE        ) ss.  
CITY OF JURUPA VALLEY        )

I, Victoria Wasko, City Clerk of the City of Jurupa Valley, do hereby certify that the foregoing Resolution No. 2014-42 was duly passed and adopted at a meeting of the City Council of the City of Jurupa Valley on the 6<sup>th</sup> day of November, 2014 by the following vote, to wit:

**AYES:           GOODLAND, HANCOCK, JOHNSTON, LAURITZEN, ROUGHTON**

**NOES:           NONE**

**ABSENT:        NONE**

**ABSTAIN:       NONE**

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the official seal of the City of Jurupa Valley, California, this 6<sup>th</sup> day of November, 2014.

  
Victoria Wasko, City Clerk  
City of Jurupa Valley

**EXHIBIT A**

**ENVIRONMENTAL JUSTICE ELEMENT OF THE CITY OF JURUPA VALLEY**



City of Jurupa Valley

# Environmental Justice Element Jurupa Area Plan

October 2014



Prepared by:  
Civic Solutions, Inc.

## CONTENTS

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*Ensuring a community that is a healthy place for all residents is the goal of the Environmental Justice Element.*

# 1

## INTRODUCTION

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Environmental justice is a concept that seeks to minimize and equalize the effect of environmental hazards among all people regardless of race, ethnicity or income level. In Jurupa Valley, the issue of Environmental Justice has gained momentum partly as the result of litigation challenging the approval of industrial development by the County of Riverside prior to the City's incorporation near a low-income residential neighborhood. This Element seeks to address environmental justice through a set of comprehensive objectives and policies aimed at increasing the influence of target populations in the public decision-making process and reducing their exposure to environmental hazards. The Element will be used by the Jurupa Valley City Council and Planning Commission, other boards, commissions and agencies, developers and the general public in planning for the physical development of the City.

**GOAL:** An open and transparent public process that improves the quality of life relative to a cleaner and healthier environment.



*Jurupa Valley's setting and location provide both challenges and opportunities as the community strives to ensure environmental justice for its residents.*

# 2

## BACKGROUND

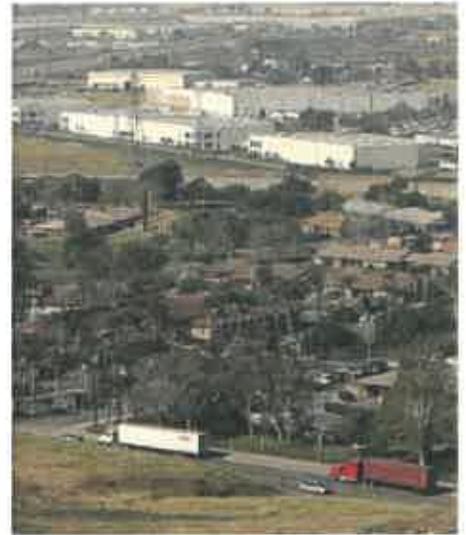
### Environmental Justice Defined

The California Government Code (Section 65040.12) defines Environmental Justice as: “The fair treatment and meaningful participation of people of all races, culture and incomes with respect to the development, adoption, implementation, and enforcement of environmental laws, regulations, and policies.” Environmental justice policies and laws have been established to ensure that all people, regardless of race, color, national origin or income, have equal protection from environmental hazards where they live, work and play. Furthermore, all people should have the equal ability to participate in, and influence, the decision-making process regarding environmental regulations.

### CCA EJ and the Mira Loma Settlement

The Center for Community Action and Environmental Justice (CCA EJ) is an environmental health and justice organization that has been working in the San Bernardino-Riverside County region for over three decades. CCA EJ focuses on land use, air quality and respiratory health in the low-income communities of color in the City of Jurupa Valley and the Westside area of San Bernardino. In 2011, the CCA EJ filed a lawsuit against the County of Riverside, the City of Jurupa Valley and others challenging approval of the 1.1 million square foot Mira Loma Industrial/Warehouse Project. The lawsuit contended that the project violated the California Environmental Quality Act (CEQA) by failing to mitigate its environmental effects on Mira Loma Village, a single-family residential neighborhood (see Chapter 3).

A settlement was reached and the City and project applicant agreed to implement a variety of mitigation measures including the institution of an air quality monitoring program, the installation of air filtration systems in nearby homes, and conducting hearings to consider adoption of a restricted truck route. In addition, the settlement called for the preparation and consideration of an Environmental Justice Element of the General Plan. By creating a standalone element that addresses environmental justice, the City will establish policies to promote a healthier community for all.



*The Environmental Justice Element includes policies that promote environmental equity.*

### County of Riverside General Plan / Jurupa Area Plan

The Environmental Justice Element is a component of the County of Riverside General Plan and Jurupa Area Plan. As outlined in the California General Plan Guidelines, environmental justice is a subject that should be addressed in the General Plan either through integration into the seven mandatory elements of the plan, or as an optional element. The City has elected to emphasize the importance of ensuring environmental equity for disadvantaged persons in Jurupa Valley through adoption of a separate Environmental Justice Element. As provided by California General Plan law, the Element has the same weight as the mandatory elements of the general plan and is internally consistent with the other elements.

In addition to the Environmental Justice Element, other elements of the General Plan and Jurupa Area Plan address environmental justice. Table EJ-1 on page 7 outlines the environmental justice policies areas addressed in the documents. All applicable policies should be used when evaluating new development.

# 2 BACKGROUND

**TABLE EJ-1 Other Policies Addressing Environmental Justice**

	Element/ Chapter	Policy Areas	Policy Nos.
General Plan	Land Use	Land use pattern/compatibility/buffers	LU2.1, LU3.2, LU10.2, LU15.1, LU24.6, LU26.2
		Adequate services/community centers	LU1.6, LU3.1, LU5.1, LU5.2, LU6.2, LU10.3, LU24.8, LU25.4, LU26.5, LU28.4
		Diverse/accessible employment	LU7.10, LU7.12, LU10.1, LU12.3
		Multi-modal transportation	LU2.1, LU4.1, LU10.4, LU12.1, LU12.4, LU13.2, LU24.5, LU26.5, LU28.5, LU28.9
		Hazards/noise/odor/vibration/lighting	LU4.1, LU6.4, LU26.6, LU27.3
		Accessible parks and recreational facilities	LU8.3, LU21.1, LU21.2, LU21.3, LU24.5
		Truck traffic	LU26.2
		Adequate/affordable housing	LU24.4
		Energy efficiency	LU4.1, LU16.1, LU16.2
		Meaningful public outreach	LU35.4
	Circulation	Land use pattern/compatibility/buffers	C3.11
		Multi-modal transportation	C1.2, C1.3, C1.7, C4.1-10, C9.3, C10.1, C11.1-7, C12.1-6, C15.1-5, C16.1-7, C17.1-4
		Hazards/noise/odor/vibration/lighting	C3.27, C3.28, C3.29, C9.4, C20.6, C20.12
		Truck traffic	C3.8, C3.9, C6.7, C23.9, C23.10
	Multipurpose Open Space	Land use pattern/compatibility/buffers	OS14.4
		Hazards/noise/odor/vibration/lighting	OS3.3, OS4.7
		Accessible parks and recreational facilities	OS20.3-6
		Energy efficiency	OS10.1, OS11.2, OS11.3, OS12.1, OS13.1, OS15.2, OS16.1-10
		Meaningful public outreach	OS19.1-5
	Safety	Hazards/noise/odor/vibration/lighting	S1.1, S1.3, S6.1, S7.3, S7.7
		Meaningful public outreach	S7.2, S7.19, S7.23
	Noise	Hazards/noise/odor/vibration/lighting	N1.1-8, N2.1-3, N3.2-7, N4.1-8, N5.1-2, N6.1-4, N8.1-7, N9.1-4, N10.1-5, N11.1-2, N13.1-9, N14.1-3, N15.1-3
		Meaningful public outreach	N18.1, N18.4, N18.5
	Housing	Adequate/affordable housing	H1.1-7, H2.1-4, H3.1-5
		Energy efficiency	H5.1
		Meaningful public outreach	H3.2
	Air Quality	Land use pattern/compatibility/buffers	AQ2.2, AQ2.3
		Adequate services/community centers	AQ8.1, AQ8.5, AQ8.7
		Diverse, accessible employment	AQ8.2, AQ8.3, AQ8.6
		Multi-modal transportation	AQ8.4, AQ8.9
		Hazards/noise/odor/vibration/lighting	AQ1.1-10, AQ2.1-4, AQ3.1-4, AQ4.1-9, AQ15.1, AQ16.1, AQ16.2, AQ16.4, AQ17.1-11
		Truck traffic	AQ16.3, AQ17.7, AQ17.8
		Energy efficiency	AQ4.2, AQ4.4, AQ5.2, AQ5.4
Meaningful public outreach		AQ1.11, AQ6.2	
Jurupa Area Plan	Policy Areas	Land use pattern/compatibility/buffers	JURAP1.1, JURAP1.2, JURAP3.4, JURAP4.1, JURAP5.6
		Multi-modal transportation	JURAP3.1, JURAP7.7, JURAP7.8, JURAP7.9
		Truck traffic	JURAP2.1
		Adequate/affordable housing	JURAP6.2
	Land Use	Adequate services/community centers	JURAP11.1, JURAP11.2
	Circulation	Multi-modal transportation	JURAP13.3, JURAP14.1, JURAP14.2, JURAP15.1
		Multi-modal transportation	JURAP16.5
	Multipurpose Open Space	Multi-modal transportation	JURAP16.5
	Hazards	Hazards/noise/odor/vibration/lighting	JURAP17.1, JURAP19.1, JURAP20.1

# 3

## SETTING

### Land Use and Transportation

The arrangement of land use and transportation can affect the healthfulness of an area because it affects exposure to environmental hazards, accessibility to daily needs and the ability to be physically active. Existing land uses in Jurupa Valley include residential, commercial, industrial, agricultural and open space uses. The City includes nine distinct communities ranging from the community of Rubidoux, the largest and most densely developed area with a variety of land uses, to Mira Loma which has predominately industrial development north of Bellegrave Avenue and large lot semi-rural residential development south of Bellegrave Avenue. In general, historic land use patterns led to the development of well-balanced communities with a separation of incompatible uses. However, some environmental justice issues have also been created, such as the proximity of residential development to freeways and industrial uses as outlined below.

The Jurupa Area Plan outlines the land use plan for the City. The plan includes 30 land use designations and 5 overlays and was developed based on sound planning practices such as preserving rural and equestrian uses and open space, concentrating employment uses along major transportation corridors and the creation of Village Centers. The Jurupa Valley Zoning Map and Ordinance contains detailed development regulations to implement the policies of the land use plan.

The City's circulation system, its network of highways, streets, trails and sidewalks, also influences the environmental health of an area. Inadequate circulation can make it difficult for residents to access daily needs that influence their health, such as grocery stores and healthcare facilities. Likewise, the lack of transportation choices, and reliance on the automobile, means that alternative modes of transportation are harder to use which can contribute to the lack of physical activity.

### Environmental Justice Communities

As outlined by CalEnviroScreen<sup>1</sup>, environmental justice communities are those areas of the City “that have higher pollution burdens and vulnerabilities than other areas, and therefore are most in need of assistance.” Environmental justice communities can be defined both by characteristics of the population and the pollution burden they bear. Characteristics of the population include the number of people most vulnerable to pollution, i.e. “sensitive receptors” (children, pregnant women, the sick and the elderly), and their socioeconomic status, such as poverty level and unemployment status. Social factors that may also contribute to increased environmental vulnerabilities include a lack of access to fresh food, lack of park and recreation opportunities, as well as an overabundance of liquor stores and fast food facilities.

<sup>1</sup>State of California, Office of Environmental Health Hazard Assessment (OEHHA), Draft California Community Environmental Health Screening Tool 2.0 (CalEnviroScreen 2.0), April, 2014.



*The proximity of major air pollution sources such as Interstate 15 poses health risks to many Jurupa Valley residents.*

Pollution burden is measured by the presence of direct environmental threats (i.e. proximity to a toxic cleanup site) as well as to exposure to other toxics such as air and water pollution. A number of resources are available to help identify environmental justice communities, such as CalEnviroScreen and the Environmental Justice Screening Model (EJSM). Using multiple environmental ‘indicators’ they scientifically determine what areas of the City face disproportionate environmental burdens. The City Planning Department maintains a current map of environmental justice communities in Jurupa Valley. By identifying these areas, the City can work to mitigate existing adverse conditions and ensure that new development does not unduly impact vulnerable populations.

### Demographics

In 2013, Jurupa Valley had a total population of 97,246. The City is a majority-minority area meaning that Non-Hispanic Whites make up less than 50% of the population. Sixty-six percent of its residents are Hispanic or Latino, 4% are African American, 3% are Asian, and 2% are American Indian/Alaska Native, Hawaiian and Pacific Islander, two or more races or some other race (see Table EJ-2).

There are 26,702 total housing units in the City (2013) with the majority (77%) being single family homes. The average number of persons per household is 3.86 and most working residents are employed in the transportation and warehousing, retail trade, manufacturing, education or construction industries. Jurupa Valley residents have a lower per capita and household income than the County of Riverside and the State of California, as shown in Table EJ-3. Approximately 16.1% of residents lived below the poverty level in 2008-2012.

**TABLE EJ-2 Jurupa Valley Racial & Ethnic Population - 2013 <sup>1</sup>**

	Number	Percent
White	24,700	25.4%
African American	3,890	4.0%
Asian	2,723	2.8%
American Indian/Alaska Native	194	0.2%
Hawaiian and Pacific Islander	97	0.1%
Some Other Races	194	0.2%
Two or More Races	1,264	1.3%
Hispanic (can be of any race)	62,182	66.0%
TOTAL:	97,246	100%

<sup>1</sup>Decennial Census, US Census Bureau

# 3

## SETTING

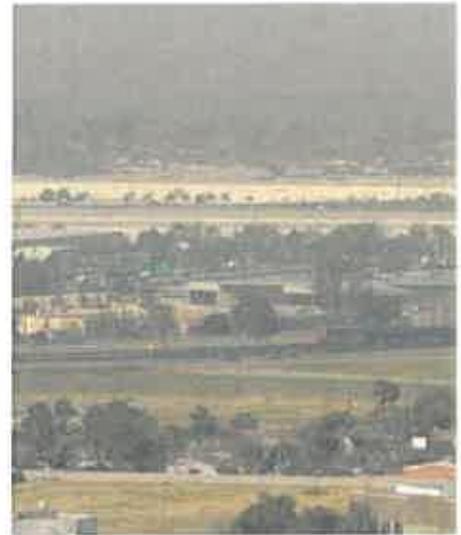
**TABLE EJ-3 Jurupa Valley Income and Poverty Level Comparison <sup>2</sup>**

	City of Jurupa Valley	County of Riverside	State of California
Per capita money income in past 12 months (2012 dollars), 2008-2012	\$17,853	\$23,863	\$29,551
Median household income, 2008-2012	\$55,516	\$57,096	\$61,400
Persons below poverty level, 2008-2012	16.1%	15.6%	15.3%

<sup>2</sup>US Census Bureau QuickFacts, January 2014

### Air Quality

The Inland Empire, including the City of Jurupa Valley, has some of the worst air pollution in the State, primarily due to land use patterns, weather systems and topography. Prior to the 1970s, the area was a major agricultural center. Agricultural uses declined over time as land was converted to residential, industrial and commercial development. The concentration of many highways and railroads has made the Inland Empire a major shipping hub and many manufacturing companies have located their distribution facilities in the area. Trucks and rail lines accessing these facilities generate increased levels of diesel emissions. In addition, the prevailing wind pattern of sea breezes from throughout Southern California blowing east brings emissions from cars, trucks, ports, construction equipment, power plants and refineries which are blocked by the San Bernardino Mountains and tend to concentrate over the Inland Empire. This issue is further compounded as the pollution mixes with oxygen in the presence of sunlight to form ozone.



*The Inland Empire's topography, concentration of industrial and distribution facilities, and transportation networks often contribute to poor air quality.*

### Discriminating State Tax Allocation Policies

The City of Jurupa Valley was incorporated in 2011 after a group of unincorporated communities came together to form a City in order to assert their right to govern themselves and preserve their lifestyle. They sought meaningful opportunities to participate in the governmental actions that would mitigate land use impacts in this predominately low-income, minority area. However, at the same time the City was incorporating, the State was modifying the tax allocation formulas to divert motor vehicle license fees away from cities. This had a disproportional impact on new cities like Jurupa Valley which relied more heavily on motor vehicle license fees than established cities with other sources of revenue. Faced with an anticipated budgetary shortfall, the City has begun the disincorporation process while still working with State legislators to restore needed funding. The diversion of funding is therefore denying this low-income minority community what other cities take for granted - the right to govern themselves, take control of land use decisions and implement the principles of environmental justice.



*The Mira Loma Village community is surrounded by industrial land.*

## Environmental Justice Issue Areas

The manner in which the City of Jurupa Valley has developed over time presents some key environmental justice issues, as outlined below.

### New Residential Development Adjacent to Freeways

Two major freeways run through or border the City of Jurupa Valley. The I-15 freeway is adjacent to about 200 acres between 68th Street and Bellegrave Avenue that are zoned for residential use. Other residentially-zoned vacant land exists adjacent to the CA-60 freeway, including the 200-acre Emerald Meadow site in Rubidoux. Motor vehicle emissions along freeways and other high traffic roads generate carbon monoxide, nitrogen oxides, particulate matter and hydrocarbons that react in sunlight to form ozone. According to the California Air Resources Board (ARB), living close to freeways and other high traffic roads can increase the incidence of respiratory diseases and other adverse health effects. In addition, the 2002 USC Children's Health Study found that Mira Loma children had the weakest lung capacity and the slowest lung growth of all children studied in Southern California due to diesel exhaust. This element provides policies to reduce the exposure of residents to traffic-related pollution.

### Mira Loma Village

Mira Loma Village is a 101-unit single family residential neighborhood located on the east side of Etiwanda Avenue, near the junction of Highway 60 and Interstate 15 and a rail line. As outlined above, the area was the subject of a legal settlement associated with new industrial facilities approved by the County of Riverside in the area. The neighborhood comprises mostly low-income, Hispanic residents and is located close to existing and planned warehousing and distribution facilities. Numerous diesel trucks travel in and through the area to access the warehousing and distribution center which generate diesel emissions

# 3

## SETTING

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in the area. Diesel emissions generate gasses and fine particulate matter that have been proven to have serious health risks particularly in the young.

**Other Industrial Zoned Land Adjacent to Residential Neighborhoods**  
Numerous other properties are zoned for industrial uses in close proximity to existing residential neighborhoods. In particular, the large area north of the CA-60 freeway and east of Rubidoux Blvd. in Belltown, and a large area south of Jurupa Road and easterly of Van Buren Blvd. have industrially and residentially zoned land in close proximity. Other sites that could impact residential neighborhoods include approximately 50 acres on the west side of Clay Street south of Limonite, the old Belltown Borrow Pit between 24th and 26th streets northwest of Hall Avenue and various sites in the Glen Avon community. This element provides policies to reduce the exposure of residents to diesel emissions from industrial development.

### Stringfellow Acid Pits

Located in Pyrite Canyon in north-central Jurupa Valley, the Stringfellow Acid Pits are toxic sites that are undergoing long-term remediation. The pits were originally a rock quarry that was converted to a toxic waste dump in 1956. During its 16 years of operation, more than 34 million gallons of caustics, metals, solvents and pesticide residue were dumped into the unlined pits at Stringfellow. Over the years, the pollutants leached into the ground water and overflowed into Pyrite Creek thereby contaminating soil, groundwater and surface water. The pits were designated a Superfund clean-up site in 1983 and have been undergoing clean-up and remediation since then. The California Department of Toxic Substances Control will begin construction of a new larger treatment facility in the Spring of 2014 which is anticipated to be operational for approximately 27 months until the site is fully remediated.



*Ongoing remediation of the Stringfellow Acid Pits has helped reduce the impacts of prior ground and water contamination.*

# 4

## OBJECTIVES AND POLICIES

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Environmental Justice encompasses several interrelated topics. Issues addressed in this element are categorized under the broad headings of Meaningful Public Input and Capacity Building; Land Use and the Environment; Mobility and Active Living; and Healthy and Affordable Housing. A description each category is provided below each heading together with a statement – or objective – for what the City wants to achieve regarding that issue. This is followed by more detailed policies that will direct the City in what actions are needed to accomplish the objective. Together, the objectives and policies inform the City's long-term decision-making process regarding environmental justice.

### 1. Meaningful Public Input and Capacity Building

Disadvantaged members of the community often do not have a meaningful voice in decisions that affect their environment. The causes of this are many, including cultural and language barriers, the lack of information, inadequate training, lack of exposure to the decision making process and officials who aren't informed about issues of concern for those members of the community. The Environmental Protection Agency (EPA) identifies community capacity building as efforts to engage disadvantaged populations to help them better identify and meet the needs of their areas. It includes building on existing skills, providing education on issues and processes and helping them communicate effectively in the public realm. At the individual level, capacity building focuses on the development of conditions that allow individual participants to build and enhance existing knowledge and skills and engage in public processes. At the City level, capacity building refers to ensuring the municipal organization is responsive and accountable to all stakeholders and that officials are informed about issues of concern for those neighborhoods.

**Objective EJ-1: Meaningful participation in the public process by all members of the community.**

**Policies:**

- EJ-1.1: Ensure that affected residents have the opportunity to participate in decisions that impact their health.
- EJ-1.2: Facilitate the involvement of residents, businesses and organizations in all aspects of the planning process.
- EJ-1.3: Utilize culturally appropriate approaches to public participation and involvement.
- EJ-1.4: Schedule public meetings on key issues affecting the public at times and locations most convenient to community members.
- EJ-1.5: Utilize a variety of communication techniques and social media tools to convey information to the public.



*Public engagement activities can go far beyond traditional meetings to include festivals, cultural fairs and community-specific events.*



*Participatory events and workshops are useful to help educate and share ideas on environmental justice in the community.*

- EJ-1.6: Provide translation and interpretation services at public meetings on issues affecting populations whose primary language is not English. Translation time should not be taken from the person's time limit for comments.
- EJ-1.7: Support efforts to raise the public's awareness of the importance of a healthy environment and physical activity.
- EJ-1.8: Educate decision makers and the general public on the principles of environmental justice.
- EJ-1.9: Consult with Native American Tribes early in the process on issues that could affect culturally significant areas.
- EJ-1.10: Collaborate with and among public agencies to leverage resources, avoid duplication of effort and enhance the effectiveness of public participation.
- EJ-1.11 Identify those areas of the City most vulnerable to environmental hazards through CalEnviroScreen, the Environmental Justice Screening Model (EJSM) or other model.
- EJ-1.12: Continue the actions necessary to ensure that the State corrects the tax allocation statutes providing funding to cities that discriminate against the City of Jurupa Valley so as enable to the City to implement the principles of environmental justice described in this Environmental Justice Element.

## 2. Land Use and the Environment

This section addresses environmental hazards as well as land use planning to ensure that disadvantaged or minority communities are not adversely impacted by new development where they live work and play. Additionally, policies that address how to improve or retrofit existing hazards are included. In addition to air emissions, commercial and industrial development, and their related trucks, can also generate traffic, noise, odors, light and glare which can adversely affect residential populations.

Objective EJ-2: A reduction in disproportionate environmental burdens affecting low-income and minority populations.

Policies:

- EJ-2.1: Require that proposals for new sensitive land uses are located adequate distances from freeways and major roadways based on an analysis of physical and meteorological conditions at the project site.
- EJ-2.2: Require that proposals for new sensitive land uses incorporate adequate setbacks, barriers, landscaping or other measures as necessary to minimize air quality impacts.

# 4

## OBJECTIVES AND POLICIES

- EJ-2.3: Provide adequate buffers between schools and industrial facilities/ transportation corridors.
- EJ-2.4: Require, wherever possible, existing sources of stationary emissions near sensitive land uses to relocate and/or incorporate measures to minimize emissions.
- EJ-2.5: Require that zoning regulations provide adequate separation and buffering of residential and industrial uses.
- EJ-2.6: Identify resources for the existing sensitive receptors experiencing adverse air quality issues to incorporate measures to improve air quality such as separation/setbacks, landscaping, barriers, ventilation systems, air filters/cleaners and other measures.
- EJ-2.7: Designate truck routes to avoid residential areas including low-income and minority neighborhoods.
- EJ-2.8: Give preference in approving commercial and industrial development to those projects that incorporate the latest technologies to reduce diesel emissions.
- EJ-2.9: Build new sensitive land uses with sufficient buffering from industrial facilities and uses that pose a significant hazard to human health and safety. The California ARB recommends that sensitive land uses be located at least 1,000 feet from hazardous industrial facilities.
- EJ-2.10: Ensure that low income and minority populations have equal access and influence in the land use decision-making process through such methods as bilingual notices, posting bilingual notices at development sites, conducting information meetings with interpreters, etc.
- EJ-2.11: Ensure that low-income and minority populations understand the potential for adverse pollution, noise, odor, vibrations, lighting and glare when new commercial and industrial developments are proposed.
- EJ-2.12: Ensure that low-income and minority populations understand the effect of projects with toxic materials or emissions.
- EJ-2.13: Initiate outreach efforts as early as possible in the decision making process before significant resources have been invested in a particular outcome.
- EJ-2.14: Provide staff and City officials training on the principals and methods of comprehensive public participation. Guidelines for how to conduct staff/official training are contained in the Cal/EPA Environmental Justice Advisory Committee Recommendations.
- EJ-2.15: Consider the health needs of projects with sensitive receptors through a healthy needs assessment, the Healthy Development Measurement Tool (HDMT) or other tool.



*Providing adequate vegetative buffers between residential properties and features such as rail lines can mitigate negative visual and environmental conditions.*



*Recreation is a core component of a healthy, active lifestyle for area youth.*



*Amenities such as the bike trail along the Santa Ana River encourage healthy activity and alternate transportation modes.*

- EJ-2.16: Seek the necessary funding and resources to enforce the statewide idling limit of five minutes for heavy-duty diesel vehicles with a Gross Vehicle Weight Rating (GVWR) of 10,000 lbs or more.
- EJ-2.17: Monitor City facilities and its vehicle fleet to maximize energy efficiency and reduce emissions.
- EJ-2.18: Request that transportation agencies incorporate noise reduction technologies when planning facilities near homes and other sensitive receptors.
- EJ-2.19: Support traffic and highway techniques and technologies that reduce noise impacts of vehicular traffic through traffic calming, noise barriers, pavement design and other measures.
- EJ-2.20: Promote the remediation and reuse of contaminated brownfield sites within the City, with priority given to those near environmental justice populations.
- EJ-2.21: Support programs to promote the use of energy efficiency products and renewable energy systems.
- EJ-2.22: Encourage public and private development to incorporate greenbuilding techniques such as construction waste management practices, optimization of energy efficiency measures and avoidance of toxic chemicals.

### 3. Mobility and Active Living

Mobility is a critical issue in bringing equity to disadvantaged communities. These communities often lack access to needed resources, such as schools, health clinics and healthy food outlets. More likely than other communities to rely on public transportation, they often live in areas with limited transit service. Increased mobility options will provide critical links and opportunities for active living.

Objective EJ-3: Increased mobility and accessibility for all residents.

#### Policies:

- EJ-3.1: Locate medium and high density housing near jobs, transit, shopping, schools and other needed facilities.
- EJ-3.2: Increase access to shopping, jobs and healthcare facilities for low-income and minority populations.
- EJ-3.3: Balance walking, bicycling and transit use with automobile use.
- EJ-3.4: Plan for the equitable distribution of public facilities and services, prioritizing new facilities in traditionally underserved areas.
- EJ-3.5: Encourage transit providers to establish and maintain routes to jobs, shopping, schools, parks and healthcare facilities that are convenient to low-income and minority populations.

# 4

## OBJECTIVES AND POLICIES

- EJ-3.6: Implement traffic calming measures such as pop-outs and road narrowing to slow down traffic and improve pedestrian and bicycle safety.
- EJ-3.7: Explore measures to encourage walking and bicycling in the City as part of daily physical activities.
- EJ-3.8: Promote the use of alternate modes of transportation.
- EJ-3.9: Support public and/or private shuttle systems to transport residents to grocery stores and other sources of healthy food.
- EJ-3.10: Work with local school districts to ensure that all schools have safe and walkable routes to school.
- EJ-3.11: Require new commercial and industrial development to provide bicycle facilities on-site.
- EJ-3.12: Support the efforts of Healthy Jurupa Valley and others to promote active living and healthy choices.
- EJ-3.13: Work with local school districts to provide the joint use of school properties for neighborhood parks and recreation centers.
- EJ-3.14: Increase access to urban parks, green space and natural environments for traditionally underserved communities.
- EJ-3.15: Provide a variety of active and passive parks and recreational activities-accessible to all residents of Jurupa Valley.
- EJ-3.16: Encourage the private and non-profit sectors to provide recreational opportunities in the City.
- EJ-3.17: Ensure that emergency preparedness and disaster response programs serve all parts of the City.



*Community gardens can engage, educate and nourish neighborhoods.*

### 4. Healthy and Affordable Housing

A major emphasis of environmental justice is ensuring that people have a healthy home environment. According to the National Human Activity Pattern Survey, Americans spend 70% of the time in their homes. Low-income and minority populations are disproportionately affected by home health hazards as their limited incomes reduce housing choices and their options for maintenance and repairs. Housing-related environmental hazards include exposure to indoor air pollution, lead-based paint, asbestos, mold and mildew. These toxins can cause developmental delays, asthma and allergies and other health risks. Ensuring that all residents have access to healthy homes is an important way to achieve environmental justice.

Objective EJ-4: Healthy and affordable housing opportunities for all segments of the community.



*Affordable housing projects are particularly beneficial to families who face challenges in finding safe and desirable places to live.*

**Policies:**

- EJ-4.1: Ensure that proposed new affordable housing projects meet the same standards of health and safety as conventional market rate housing.
- EJ-4.2: Require new housing proposals in areas subject to unhealthful air quality to incorporate setbacks, barriers, landscaping, ventilation systems or other measures to ensure that residents are not impacted by air pollution.
- EJ-4.3: Promote efforts to repair, improve and rehabilitate substandard housing.
- EJ-4.4: Support the efforts of responsible public agencies to develop and implement programs to remediate lead-based paint and other contaminants in residential structures.
- EJ-4.5: Require applicants of residential remodel and rehabilitation projects to remediate lead-based paint, mold and mildew and any other structural hazards.
- EJ-4.6: Prioritize enforcement activities of residential structures with known health hazards.
- EJ-4.7: Incentivize affordable housing through permit streamlining and financial incentives.
- EJ-4.8: Support programs to provide rental and homeownership assistance to low-income persons.
- EJ-4.9: Ensure that regulations allow community and private gardens where residents can grow healthy fruits and vegetables.

October 6, 2015

**EXHIBIT D**

**[INTENTIONALLY OMITTED]**

**EXHIBIT E**

**PEDLEY CROSSINGS SIGN PROGRAM**

**FULL SIZE SIGN PROGRAM  
ON FILE WITH THE PLANNING DEPARTMENT DATED JULY 2, 2015**

**EXHIBIT F**

**ACCELERATED PUBLIC FACILITIES**

Accelerated Public Improvements as used in this Agreement shall mean all three of the following improvements:

1. Developer shall ensure that all street improvements along Pedley Road and Ben Nevis, including sidewalk, raised medians, traffic signing and striping, and landscaping and irrigation are constructed in accordance with approved plans.
2. Developer shall ensure that three (3) traffic signals along Pedley Road are constructed, energized and operational, including interconnection in accordance with approved plans. This includes traffic signals at Pedley Road (NS) and: 1) Ben Nevis Boulevard (EW)/North Project Access (EW); 2) Center Project Access (EW); 3) Jurupa Rancho Line (EW)/South Project Access (EW).
3. Developer shall provide the physical infrastructure to interconnect traffic signals installed on Pedley Road at the project access points and shall make provisions necessary for the ultimate interconnection (by others) of these signals to be constructed to the north and to the edge of the Project boundaries in accordance with approved plans.

October 6, 2015

**EXHIBIT G**

**DIF FEES**

**ORDINANCE NO. 659  
(AS AMENDED THROUGH 659.9)  
AN ORDINANCE OF THE COUNTY OF RIVERSIDE, AMENDING ORDINANCE NO. 659  
ESTABLISHING A DEVELOPMENT IMPACT FEE PROGRAM**

The Board of Supervisors of the County of Riverside ordains as follows:

**Section 1. TITLE.** This ordinance shall hereafter be known as the Year 2001 Development Impact Fee ("DIF") Ordinance and Section 4.60 of the Riverside County Code will read in its entirety as follows:

**Section 2. FINDINGS.** The Board of Supervisors, having reviewed and considered the report entitled: "Final Report County of Riverside Comprehensive Mitigation Fee Review" and the Public Facilities Needs List finds and determines that:

- a. In order to effectively implement the Riverside County Comprehensive General Plan, manage new residential, commercial, and industrial development, and address impacts caused by such development, certain Facilities must be constructed or acquired and open space, wildlife, and their habitats must be preserved.
- b. In order for the County to construct or acquire the needed Facilities and preserve open space, wildlife, and their habitats, it is necessary to require that all new development bear its fair share cost of providing the Facilities, open, space and habitat reasonably needed to serve that development.
- c. Development Impact Fees (Fees) are hereby created for that purpose.
- d. As indicated in the Report, the Fees set forth herein do not reflect the entire cost of the Facilities, open space and habitat needed in order to effectively meet the needs created by new development. Additional revenues will be required from other sources. The Board finds that the benefit to each development project is greater than the amount of the Fees to be paid by that project.
- e. Payment of the Fees does not necessarily mitigate to a level of insignificance all impacts from new development. Whether impacts associated with a particular development project have been mitigated to a level of insignificance will be determined by the County on a case-by-case basis. If the County determines that payment of the Fees, coupled with other feasible mitigation measures, does not mitigate impacts to a level of insignificance, an Environmental Impact Report will be required for the development project in question.
- f. The Public Facilities, Fire Facilities, Regional Park, Community Park/Center, Regional Multipurpose Trails, and Library Book Components of the Report and Public Facilities Needs List includes data compiled from information provided by various County departments and the Riverside County Regional

Park and Open Space District; based on the anticipated needs of the County due to future development during the next ten (10) years.

- g. The Transportation and Flood Control Components of the Report and Public Facilities Needs List includes data compiled from information provided by various County departments and the Riverside County Regional Flood Control and Water Conservation District based on the anticipated needs of the County due to future development during the next twenty (20) years.
- h. The Fees collected pursuant to this ordinance shall be used toward the construction and acquisition of Facilities identified in the Needs List and the acquisition of open space and habitat. The need for the Facilities is related to new residential, commercial, and industrial development because such new development will bring additional people and other uses into the County thus creating an increased demand for the Facilities.
- i. The cost estimates set forth in the Report and the Public Facilities Needs List are reasonable cost estimates for the Facilities, open space, and habitat; and that portion of the Fees expected to be generated by new development will not exceed the total fair share of these costs.
- j. Failure to mitigate growth impacts on Facilities within the County will place residents in a condition perilous to their health, safety and welfare.
- k. There is a reasonable relationship between the use of the Fees and the type of development projects on which the Fees are imposed because the Fees will be used to construct the Facilities and acquire open space and habitat, and the Facilities, open space, and habitat are necessary for the health and welfare of the residential, commercial, and industrial users of the development projects on which the Fees will be levied.
- l. There is a reasonable relationship between the need for the Facilities and the type of development project on which the Fees are imposed because it will be necessary for the residential, commercial, and industrial users of the development projects to have access to the Facilities in order to use, inhabit, and have access to the development projects. New development will benefit from the Facilities and the burden of such new development will be mitigated in part by the payment of the Fees.
- m. There is a reasonable relationship between the need to acquire open space and habitat within that portion of the County not subject to the provisions of Ordinance No. 810 and the type of development project on which the Fees are imposed because in order to ensure the continued viability of sensitive, rare, endangered, and threatened species of wildlife, vegetation, and their habitats it is necessary to acquire and preserve open space and habitat to address development related impacts.

- n. The cost estimates set forth in the Report and the Public Facilities Needs List are reasonable cost estimates for constructing the Facilities and acquiring open space and habitat, and that portion of the Fees expected to be generated by new development will not exceed the total fair share of these costs.
- o. Even though second units on existing single family lots may also contribute to the need for certain of the Facilities, the Board refrains from imposing Fees on such development at this time, and in this regard finds that second units: (1) provide a cost-effective means of serving development through the use of existing infrastructure, as contrasted to requiring the construction of new costly infrastructure to serve development in undeveloped areas; (2) provide relatively affordable housing for low and moderate income households without public subsidy; and (3) provide a means for purchasers of new or existing homes to meet payments on high interest loans.
- p. This Ordinance is for the purpose of promoting public health, safety, comfort, and welfare and adopts means which are appropriate to attaining those ends.

**Section 3. AUTHORITY.** This ordinance is established under the authority of Article 11, Section 7 of the California Constitution and Title 7, Division 1, Chapter 5 of the Government Code, beginning with Section 66000, which provides that a local agency may establish fees for the purpose of defraying all or a portion of the cost of public facilities related to development projects.

**Section 4. PURPOSE.** This ordinance serves the following purposes:

- a. It establishes and sets forth policies, regulations, and Fees relating to the funding and installation of the Facilities and the acquisition of open space and habitat necessary to address the direct and cumulative environmental effects generated by new development projects described and defined in this ordinance.
- b. It establishes the authorized uses of the Fees collected.

**Section 5. ADMINISTRATIVE RESPONSIBILITY.** The County Executive Officer shall be responsible for the administration of this ordinance. Detailed administrative procedures concerning the implementation of this ordinance shall be established and set forth in a resolution adopted by the Board of Supervisors.

**Section 6. DEFINITIONS.** As used in this ordinance, the following terms shall have the following meanings:

- a. **AREA PLAN OR AREA PLANS.** The areas set forth in Section 7 of this ordinance.
- b. **BOARD OF SUPERVISORS or BOARD.** The Board of Supervisors of the County of Riverside.

- c. **CERTIFICATE OF OCCUPANCY.** "Certificate of Occupancy" shall mean a certificate of occupancy as defined by Ordinance No. 457 or state law.
- d. **CREDIT.** A credit allowed pursuant to Section 14 hereof which may be applied against the Fees.
- e. **COMMERCIAL ZONES.** "Commercial Zones" means, for purposes of this ordinance, property which at the time of issuance of a building permit is within one of the following Ordinance No. 348 zoning classifications: R-1, R-R, R-R-O, R-1-A, R-A, R-2, R-2-A, R-3, R-3-A, R-T, R-T-R, R-4, R-5, R-6, C-1/C-P, C-T, C-P-S, C-R, C-O, R-V-C, C-V, W-2, R-D, N-A, W-2-M, W-1, or SP with one of the aforementioned zones used as the base zone.
- f. **COUNTY.** The County of Riverside.
- g. **DEVELOPMENT AGREEMENT.** An agreement entered into between the County and an owner of real property pursuant to Section 65864 et seq. of the Government Code that includes provisions requiring the payment of a Public Facilities and Services Mitigation Fee.
- h. **DEVELOPMENT IMPACT FEES or DIF or FEES.** The Fees imposed pursuant to the provisions of Ordinance No. 659.6.
- i. **DEVELOPMENT PROJECT OR PROJECT.** Any project undertaken for the purpose of development including the issuance of a permit for construction pursuant to Ordinance No. 457.
- j. **DIF PROGRAM.** "DIF Program" means the process of collecting and expending Development Impact Fees.
- k. **FACILITIES.** "Facilities" shall mean the public facilities financed, the habitat and open space land preserves, and the regional parkland and recreational trails acquired by the DIF Program and shall include all of the facilities set forth in the Public Facilities Needs List and any subsequently approved revision thereof.
- l. **FINAL INSPECTION.** "Final Inspection" shall mean a final inspection as defined by Ordinance No 457
- m. **GROSS ACREAGE.** "Gross Acreage" means the total property area as shown on a land division map of record, or described through a recorded legal description of the property. This area shall be bounded by road right of way and property lines.
- n. **INDUSTRIAL ZONES.** "Industrial Zones" means, for purposes of this ordinance, property which at the time of issuance of a building permit is within one of the following Ordinance No. 348 zoning classifications: I-P, M-

S-C, M-M, M-H, M-R, M-R-A, A-1, A-P, A-2, A-D, W-E, or SP with one of the aforementioned zones used as the base zone.

- o. INTENSIVE USE AREA.** “Intensive Use Area” means, for purposes of Surface Mining Operations, the roadways, parking areas, building areas, recycling operations, materials stock pile areas (area of calculation of fee for stock piles not to exceed 2 acres), maintenance and refueling buildings, scales and scale house, block plant buildings and material testing buildings. DIF fees shall not be assessed on the area designated as the “Mineral Extraction Area” within the surface mining operation.
- p. MINERAL EXTRACTION AREA.** “Mineral Extraction Area” is defined as the quarry/mineral extraction area, settling/situation ponds, mining setbacks/buffer areas, mining roads within the quarry/mineral extraction area, conveyers, topsoil stockpiles set aside for reclamation purposes, reclamation test re-vegetation areas, waste fines stockpiles in the quarry/mineral extraction area to be utilized in the reclamation, and other similar types of operations not specifically listed above, as determined applicable by County staff.
- q. MULTI-FAMILY RESIDENTIAL OR MFR.** “Multi-Family Residential” or “MFR” means attached residential dwellings that are not classified as Single Family Residential units. This category includes apartment houses, boarding, rooming and lodging houses, congregate care residential facilities, and individual spaces within mobile homes parks and recreational vehicle parks. All other residential units shall be classified either as Single Family Residential units or Senior Citizen’s Residential units.
- r. ORDINANCE NO. 810.** “Ordinance No. 810 means Ordinance No. 810 of the County of Riverside adopted on March 13, 2001 Establishing An Interim Open Space Mitigation Fee.
- s. PROJECT AREA.** “Project Area” means the area, measured in acres, from the adjacent road right of way line to the limits of project improvements. Project Area shall include all project improvements and areas of intensive use on applicant’s Gross Acreage, including all areas depicted on the applicant’s exhibit, as submitted to the County of Riverside Planning Department. Except as otherwise provided herein, the Project Area is the acres upon which the development will be assessed DIF Fees.
- t. PUBLIC FACILITIES NEEDS LIST.** The list entitled Riverside County Public Facilities Needs List Through the Year 2010, which list is on file with the Clerk of the Board.
- u. SENIOR CITIZEN’S UNITS.** “Senior Citizen’s Units” mean residential units in developments that are legally restricted to occupancy by senior citizens pursuant to applicable federal and state law.
- v. SIGNAL PRIORITY LIST.** Means that working document which is maintained by the Transportation and Land Management Agency to assist

in the determination of locations for signalization. The Signal Priority List is a dynamic listing of locations that have been determined to have met Traffic Signal Warrants, which locations are prioritized based on traffic volume and collision theory.

- w. **SINGLE FAMILY RESIDENTIAL or SFR.** "Single Family Residential" or SFR" means a detached residential dwelling unit, an attached dwelling unit that is located on a separate lot (i.e. a duplex), any residential unit meeting the statutory definition of a condominium contained in the California Civil Code, Section 1351, and for which a condominium plan has been recorded pursuant to California Civil Code, Section 1352, and any building or portion thereof used by one (1) family and containing but one (1) kitchen.
- x. **REPORT.** Means the "Final Report County of Riverside Comprehensive Mitigation Fee Review"
- y. **RESIDENTIAL UNIT.** A building or portion thereof used by one (1) family and containing but one (1) kitchen, which unit is designed or occupied for residential purposes, including single-family and multiple family dwellings, but not including hotels and motels.
- z. **REVENUE or REVENUES.** Any funds received by the County pursuant to the provisions of this ordinance for the purpose of defraying all or a portion of the cost of the facilities set forth in the Public Facilities Needs Report, purchasing regional parkland, and preserving habitat and open space.
- aa. **TRAFFIC SIGNAL WARRANTS.** "Traffic Signal Warrants" means those criteria described in the State of California Department of Transportation Traffic Manual and the U.S. Department of Transportation Federal Highway Administration Manual on Uniform Traffic Control Devices. Inasmuch as those criteria for the installation of traffic signals are nationally accepted, those warrants, and any subsequent revisions are hereby adopted as the County of Riverside Traffic Signal Warrants.

**Section 7. DEVELOPMENT IMPACT FEE.** In order to assist in providing Revenue to acquire or construct the Facilities, purchase regional parkland, and preserve habitat and open space, Development Impact Fees shall be paid for each residential unit, development project, or a portion thereof to be constructed. Four categories of Fees are defined which are: Single Family Residential ("SFR"), Multi-Family Residential ("MFR"), Commercial, and Industrial. For each of these categories, the amount of the DIF will vary depending upon the location of the property upon which the development unit or a portion thereof will be constructed. Within each Area Plan, the following DIF amounts shall be paid for each Development Project within each Area Plan:

- a. **DIF AMOUNTS.** The DIF amounts below shall be paid for each Development Project within each Area Plan commencing November 11, 2006.

	Area Plan	Single Family Residential (\$ per dwelling unit)	Multi-Family Residential (\$ per dwelling unit)	Commercial (\$ per acre)	Industrial (\$ per acre)	Surface Mining (\$ per acre)
1	Jurupa	\$4,613	\$3,842	\$24,517	\$12,552	\$6,600
2	Coachella - Western Highgrove / Northside /	\$6,481	\$5,211	\$33,026	\$16,475	\$8,347
3	University City	\$3,628	\$3,064	\$20,850	\$10,637	\$4,195
4	Reche Canyon / Badlands	\$3,628	\$3,064	\$20,850	\$10,637	\$4,195
5	Eastvale	\$4,057	\$3,413	\$21,579	\$11,017	\$5,249
6	Temescal Canyon Woodcrest / Lake	\$4,416	\$3,700	\$22,652	\$11,578	\$5,743
7	Matthews	\$5,142	\$4,262	\$26,316	\$13,492	\$7,427
8	March Air Force Base Desert Center / CV	\$3,598	\$3,039	\$20,737	\$10,577	\$4,862
9	Desert	\$4,575	\$3,855	\$25,931	\$12,769	\$5,086
10	Upper San Jacinto Valley	\$4,395	\$3,810	\$22,522	\$12,166	\$6,422
11	REMAP	\$3,598	\$3,039	\$20,737	\$10,577	\$4,862
12	Lakeview / Nuevo Mead Valley / Good	\$3,847	\$3,236	\$21,665	\$11,062	\$5,289
13	Hope	\$6,265	\$5,187	\$29,143	\$15,078	\$8,851
14	Palo Verde Valley	\$7,098	\$5,658	\$35,076	\$17,548	\$9,292
15	Greater Elsinore	\$4,221	\$3,536	\$22,810	\$11,661	\$5,816
16	Highway 74 / 79	\$3,598	\$3,039	\$20,737	\$10,577	\$4,862
17	Sun City / Menifee Valley	\$5,185	\$4,293	\$26,644	\$13,664	\$7,578
18	Coachella - Eastern Southwest Area Plan (	\$7,280	\$5,815	\$34,873	\$17,440	\$9,197
19	SWAP)	\$3,637	\$3,071	\$20,884	\$10,654	\$4,930
20	San Gorgonio Pass	\$4,956	\$4,238	\$25,866	\$14,001	\$7,805

**Section 8. FEE COMPONENTS.** The Development Impact Fees within each Area Plan shall be comprised of the components set forth in Section 8.a and Section 8.b.

**a. FEE COMPONENTS .** The DIF amounts within each Area Plan commencing November 11, 2006, shall be comprised of the following components:

Area Plan		Single Family Residential (\$ per dwelling unit)	Multi-Family Residential (\$ per dwelling unit)	Commercial (\$ per acre)	Industrial (\$ per acre)	Surface Mining (\$ per acre)
<b>1</b>	<b>Jurupa</b>					
a	Public Facilities	\$1,207	\$1,011	\$5,163	\$2,112	\$211
b	Fire Facilities	\$705	\$590	\$4,879	\$2,035	\$203
c	Transportation – Roads, Bridges, Major Improvements	\$1,001	\$791	\$3,726	\$1,946	\$1,713
d	Transportation - Signals	\$420	\$378	\$6,971	\$4,878	\$4,293
e	Conservation and Land Bank	\$0	\$0	\$0	\$0	\$0
f	Regional Parks	\$563	\$472	\$2,259	\$942	\$94
g	Community Centers/Parks	\$0	\$0	\$0	\$0	\$0
h	Regional Multipurpose Trails	\$316	\$264	\$1,266	\$528	\$53
i	Flood Control	\$0	\$0	\$0	\$0	\$0
j	Library Books	\$341	\$286	\$0	\$0	\$0
k	Fee Program Administration	\$60	\$50	\$253	\$111	\$33
	<b>Total</b>	<b>\$4,613</b>	<b>\$3,842</b>	<b>\$24,517</b>	<b>\$12,552</b>	<b>\$6,600</b>

Area Plan		Single Family Residential (\$ per dwelling unit)	Multi-Family Residential (\$ per dwelling unit)	Commercial (\$ per acre)	Industrial (\$ per acre)	Surface Mining (\$ per acre)
<b>2</b>	<b>Coachella – Western</b>					
a	Public Facilities	\$1,535	\$1,284	\$6,694	\$2,789	\$283
b	Fire Facilities	\$1,053	\$882	\$7,307	\$3,039	\$304
c	Transportation – Roads, Bridges, Major Improvements	\$1,879	\$1,336	\$6,992	\$3,653	\$3,214
d	Transportation – Signals	\$420	\$378	\$6,971	\$4,878	\$4,293

e	Conservation and Land Bank	\$298	\$249	\$1,197	\$498	\$50
f	Regional Parks	\$526	\$440	\$2,114	\$879	\$88
g	Community Centers/Parks	\$0	\$0	\$0	\$0	\$0
h	Regional Multipurpose Trails	\$342	\$286	\$1,375	\$572	\$57
i	Flood Control	\$0	\$0	\$0	\$0	\$0
j	Library Books	\$341	\$286	\$0	\$0	\$0
k	Fee Program Administration	\$87	\$70	\$376	\$167	\$58
	<b>Total</b>	<b>\$6,481</b>	<b>\$5,211</b>	<b>\$33,026</b>	<b>\$16,475</b>	<b>\$8,347</b>

Area Plan		Single Family Residential (\$ per dwelling unit)	Multi-Family Residential (\$ per dwelling unit)	Commercial (\$ per acre)	Industrial (\$ per acre)	Surface Mining (\$ per acre)
<b>3</b>	<b>Highgrove / Northside / University City</b>					
a	Public Facilities	\$1,207	\$1,011	\$5,163	\$2,112	\$211
b	Fire Facilities	\$705	\$590	\$4,879	\$2,035	\$203
c	Transportation – Roads, Bridges, Major Improvements	\$30	\$24	\$112	\$59	\$52
d	Transportation - Signals	\$420	\$378	\$6,971	\$4,878	\$4,293
e	Conservation and Land Bank	\$0	\$0	\$0	\$0	\$0
f	Regional Parks	\$563	\$472	\$2,259	\$942	\$94
g	Community Centers/Parks	\$0	\$0	\$0	\$0	\$0
h	Regional Multipurpose Trails	\$316	\$264	\$1,266	\$528	\$53
i	Flood Control	\$0	\$0	\$0	\$0	\$0
j	Library Books	\$341	\$286	\$0	\$0	\$0
k	Fee Program Administration	\$46	\$39	\$200	\$83	\$9
	<b>Total</b>	<b>\$3,628</b>	<b>\$3,064</b>	<b>\$20,850</b>	<b>\$10,637</b>	<b>\$4,915</b>

Area Plan		Single Family Residential	Multi-Family Residential	Commercial	Industrial	Surface Mining
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4	Reche Canyon / Badlands	(\$ per dwelling unit)	(\$ per dwelling unit)	(\$ per acre)	(\$ per acre)	(\$ per acre)
a	Public Facilities	\$1,207	\$1,011	\$5,163	\$2,112	\$211
b	Fire Facilities	\$705	\$590	\$4,879	\$2,035	\$203
c	Transportation – Roads, Bridges, Major Improvements	\$30	\$24	\$112	\$59	\$52
d	Transportation – Signals	\$420	\$378	\$6,971	\$4,878	\$4,293
e	Conservation and Land Bank	\$0	\$0	\$0	\$0	\$0
f	Regional Parks	\$563	\$472	\$2,259	\$942	\$94
g	Community Centers/Parks	\$0	\$0	\$0	\$0	\$0
h	Regional Multipurpose Trails	\$316	\$264	\$1,266	\$528	\$53
i	Flood Control	\$0	\$0	\$0	\$0	\$0
j	Library Books	\$341	\$286	\$0	\$0	\$0
k	Fee Program Administration	\$46	\$39	\$200	\$83	\$9
	Total	\$3,628	\$3,064	\$20,850	\$10,637	\$4,915

Area Plan		Single Family Residential	Multi-Family Residential	Commercial	Industrial	Surface Mining
5	Eastvale	(\$ per dwelling unit)	(\$ per dwelling unit)	(\$ per acre)	(\$ per acre)	(\$ per acre)
a	Public Facilities	\$1,207	\$1,011	\$5,163	\$2,112	\$211
b	Fire Facilities	\$705	\$590	\$4,879	\$2,035	\$203
c	Transportation – Roads, Bridges, Major Improvements	\$223	\$176	\$830	\$433	\$381
d	Transportation – Signals	\$420	\$378	\$6,971	\$4,878	\$4,293
e	Conservation and Land Bank	\$0	\$0	\$0	\$0	\$0
f	Regional Parks	\$563	\$472	\$2,259	\$942	\$94
g	Community Centers/Parks	\$230	\$192	\$0	\$0	\$0
h	Regional Multipurpose Trails	\$316	\$264	\$1,266	\$528	\$53

i	Flood Control	\$0	\$0	\$0	\$0	\$0
j	Library Books	\$341	\$286	\$0	\$0	\$0
k	Fee Program Administration	\$52	\$44	\$211	\$89	\$14
Total		\$4,057	\$3,413	\$21,579	\$11,017	\$5,249

Area Plan		Single Family Residential (\$ per dwelling unit)	Multi-Family Residential (\$ per dwelling unit)	Commercial (\$ per acre)	Industrial (\$ per acre)	Surface Mining (\$ per acre)
<b>6</b>	<b>Temescal Canyon</b>					
a	Public Facilities	\$1,207	\$1,011	\$5,163	\$2,112	\$211
b	Fire Facilities	\$705	\$590	\$4,879	\$2,035	\$203
c	Transportation – Roads, Bridges, Major Improvements	\$507	\$401	\$1,888	\$986	\$868
d	Transportation - Signals	\$420	\$378	\$6,971	\$4,878	\$4,293
e	Conservation and Land Bank	\$0	\$0	\$0	\$0	\$0
f	Regional Parks	\$563	\$472	\$2,259	\$942	\$94
g	Community Centers/Parks	\$299	\$250	\$0	\$0	\$0
h	Regional Multipurpose Trails	\$316	\$264	\$1,266	\$528	\$53
i	Flood Control	\$0	\$0	\$0	\$0	\$0
j	Library Books	\$341	\$286	\$0	\$0	\$0
k	Fee Program Administration	\$58	\$48	\$226	\$97	\$21
Total		\$4,416	\$3,700	\$22,652	\$11,578	\$5,743

Area Plan		Single Family Residential (\$ per dwelling unit)	Multi-Family Residential (\$ per dwelling unit)	Commercial (\$ per acre)	Industrial (\$ per acre)	Surface Mining (\$ per acre)
<b>7</b>	<b>Woodcrest / Lake Matthews</b>					
a	Public Facilities	\$1,207	\$1,011	\$5,163	\$2,112	\$211
b	Fire Facilities	\$705	\$590	\$4,879	\$2,035	\$203
c	Transportation – Roads, Bridges, Major Improvements	\$1,477	\$1,167	\$5,499	\$2,873	\$2,528

d	Transportation - Signals	\$420	\$378	\$6,971	\$4,878	\$4,293
e	Conservation and Land Bank	\$0	\$0	\$0	\$0	\$0
f	Regional Parks	\$563	\$472	\$2,259	\$942	\$94
g	Community Centers/Parks	\$45	\$38	\$0	\$0	\$0
h	Regional Multipurpose Trails	\$316	\$264	\$1,266	\$528	\$53
i	Flood Control	\$0	\$0	\$0	\$0	\$0
j	Library Books	\$341	\$286	\$0	\$0	\$0
k	Fee Program Administration	\$68	\$56	\$279	\$124	\$45
	<b>Total</b>	<b>\$5,142</b>	<b>\$4,262</b>	<b>\$26,316</b>	<b>\$13,492</b>	<b>\$7,427</b>

Area Plan		Single Family Residential (\$ per dwelling unit)	Multi-Family Residential (\$ per dwelling unit)	Commercial (\$ per acre)	Industrial (\$ per acre)	Surface Mining (\$ per acre)
<b>8</b>	<b>March Air Force Base</b>					
a	Public Facilities	\$1,207	\$1,011	\$5,163	\$2,112	\$211
b	Fire Facilities	\$705	\$590	\$4,879	\$2,035	\$203
c	Transportation – Roads, Bridges, Major Improvements	\$0	\$0	\$0	\$0	\$0
d	Transportation – Signals	\$420	\$378	\$6,971	\$4,878	\$4,293
e	Conservation and Land Bank	\$0	\$0	\$0	\$0	\$0
f	Regional Parks	\$563	\$472	\$2,259	\$942	\$94
g	Community Centers/Parks	\$0	\$0	\$0	\$0	\$0
h	Regional Multipurpose Trails	\$316	\$264	\$1,266	\$528	\$53
i	Flood Control	\$0	\$0	\$0	\$0	\$0
j	Library Books	\$341	\$286	\$0	\$0	\$0
k	Fee Program Administration	\$46	\$38	\$199	\$82	\$8
	<b>Total</b>	<b>\$3,598</b>	<b>\$3,039</b>	<b>\$20,737</b>	<b>\$10,577</b>	<b>\$4,862</b>

Area Plan 9	Desert Center / CV Desert	Single Family Residential (\$ per dwelling unit)	Multi-Family Residential (\$ per dwelling unit)	Commercial (\$ per acre)	Industrial (\$ per acre)	Surface Mining (\$ per acre)
a	Public Facilities	\$1,535	\$1,284	\$6,694	\$2,789	\$283
b	Fire Facilities	\$1,053	\$882	\$7,307	\$3,039	\$304
c	Transportation – Roads, Bridges, Major Improvements	\$0	\$0	\$0	\$0	\$0
d	Transportation - Signals	\$420	\$378	\$6,971	\$4,878	\$4,293
e	Conservation and Land Bank	\$298	\$249	\$1,197	\$498	\$50
f	Regional Parks	\$526	\$440	\$2,114	\$879	\$88
g	Community Centers/Parks	\$0	\$0	\$0	\$0	\$0
h	Regional Multipurpose Trails	\$342	\$286	\$1,375	\$572	\$57
i	Flood Control	\$0	\$0	\$0	\$0	\$0
j	Library Books	\$341	\$286	\$0	\$0	\$0
k	Fee Program Administration	\$60	\$50	\$273	\$114	\$11
	Total	\$4,575	\$3,855	\$25,931	\$12,769	\$5,086

Area Plan 10	Upper San Jacinto Valley	Single Family Residential (\$ per dwelling unit)	Multi-Family Residential (\$ per dwelling unit)	Commercial (\$ per acre)	Industrial (\$ per acre)	Surface Mining (\$ per acre)
a	Public Facilities	\$1,207	\$1,011	\$5,163	\$2,112	\$211
b	Fire Facilities	\$705	\$590	\$4,879	\$2,035	\$203
c	Transportation – Roads, Bridges, Major Improvements	\$125	\$99	\$467	\$244	\$215
d	Transportation – Signals	\$420	\$378	\$6,971	\$4,878	\$4,293
e	Conservation and Land Bank	\$0	\$0	\$0	\$0	\$0
f	Regional Parks	\$563	\$472	\$2,259	\$942	\$94
g	Community Centers/Parks	\$0	\$0	\$0	\$0	\$0

h	Regional Multipurpose Trails	\$316	\$264	\$1,266	\$528	\$53
i	Flood Control	\$661	\$661	\$1,322	\$1,322	\$1,322
j	Library Books	\$341	\$286	\$0	\$0	\$0
k	Fee Program Administration	\$57	\$49	\$225	\$105	\$31
Total		\$4,395	\$3,810	\$22,552	\$12,166	\$6,422

Area Plan		Single Family Residential (\$ per dwelling unit)	Multi-Family Residential (\$ per dwelling unit)	Commercial (\$ per acre)	Industrial (\$ per acre)	Surface Mining (\$ per acre)
<b>11</b>	<b>REMAP</b>					
a	Public Facilities	\$1,207	\$1,011	\$5,163	\$2,112	\$211
b	Fire Facilities	\$705	\$590	\$4,879	\$2,035	\$203
c	Transportation – Roads, Bridges, Major Improvements	\$0	\$0	\$0	\$0	\$0
d	Transportation - Signals	\$420	\$378	\$6,971	\$4,878	\$4,293
e	Conservation and Land Bank	\$0	\$0	\$0	\$0	\$0
f	Regional Parks	\$563	\$472	\$2,259	\$942	\$94
g	Community Centers/Parks	\$0	\$0	\$0	\$0	\$0
h	Regional Multipurpose Trails	\$316	\$264	\$1,266	\$528	\$53
i	Flood Control	\$0	\$0	\$0	\$0	\$0
j	Library Books	\$341	\$286	\$0	\$0	\$0
k	Fee Program Administration	\$46	\$38	\$199	\$82	\$8
Total		\$3,598	\$3,039	\$20,737	\$10,577	\$4,862

Area Plan		Single Family Residential (\$ per dwelling unit)	Multi-Family Residential (\$ per dwelling unit)	Commercial (\$ per acre)	Industrial (\$ per acre)	Surface Mining (\$ per acre)
<b>12</b>	<b>Lakeview / Nuevo</b>					
a	Public Facilities	\$1,207	\$1,011	\$5,163	\$2,112	\$211
b	Fire Facilities	\$705	\$590	\$4,879	\$2,035	\$203

c	Transportation – Roads, Bridges, Major Improvements	\$246	\$194	\$915	\$478	\$421
d	Transportation - Signals	\$420	\$378	\$6,971	\$4,878	\$4,293
e	Conservation and Land Bank	\$0	\$0	\$0	\$0	\$0
f	Regional Parks	\$563	\$472	\$2,259	\$942	\$94
g	Community Centers/Parks	\$0	\$0	\$0	\$0	\$0
h	Regional Multipurpose Trails	\$316	\$264	\$1,266	\$528	\$53
i	Flood Control	\$0	\$0	\$0	\$0	\$0
j	Library Books	\$341	\$286	\$0	\$0	\$0
k	Fee Program Administration	\$49	\$41	\$212	\$89	\$14
	<b>Total</b>	<b>\$3,847</b>	<b>\$3,236</b>	<b>\$21,665</b>	<b>\$11,062</b>	<b>\$5,289</b>

Area Plan 13	Mead Valley / Good Hope	Single Family Residential (\$ per dwelling unit)	Multi-Family Residential (\$ per dwelling unit)	Commercial (\$ per acre)	Industrial (\$ per acre)	Surface Mining (\$ per acre)
a	Public Facilities	\$1,207	\$1,011	\$5,163	\$2,112	\$211
b	Fire Facilities	\$705	\$590	\$4,879	\$2,035	\$203
c	Transportation – Roads, Bridges, Major Improvements	\$2,165	\$1,710	\$8,058	\$4,209	\$3,704
d	Transportation - Signals	\$420	\$378	\$6,971	\$4,878	\$4,293
e	Conservation and Land Bank	\$0	\$0	\$0	\$0	\$0
f	Regional Parks	\$563	\$472	\$2,259	\$942	\$94
g	Community Centers/Parks	\$350	\$293	\$0	\$0	\$0
h	Regional Multipurpose Trails	\$316	\$264	\$1,266	\$528	\$53
i	Flood Control	\$114	\$114	\$227	\$227	\$227
j	Library Books	\$341	\$286	\$0	\$0	\$0
k	Fee Program Administration	\$84	\$69	\$320	\$147	\$66

Total      \$6,265      \$5,187      \$29,143      \$15,078      \$8,851

Area Plan		Single Family Residential (\$ per dwelling unit)	Multi-Family Residential (\$ per dwelling unit)	Commercial (\$ per acre)	Industrial (\$ per acre)	Surface Mining (\$ per acre)
<b>14</b>	<b>Palo Verde Valley</b>					
a	Public Facilities	\$1,535	\$1,284	\$6,694	\$2,789	\$283
b	Fire Facilities	\$1,053	\$882	\$7,307	\$3,039	\$304
c	Transportation – Roads, Bridges, Major Improvements	\$2,422	\$1,722	\$9,016	\$4,710	\$4,145
d	Transportation – Signals	\$420	\$378	\$6,971	\$4,878	\$4,293
e	Conservation and Land Bank	\$298	\$249	\$1,197	\$498	\$50
f	Regional Parks	\$526	\$440	\$2,114	\$879	\$88
g	Community Centers/Parks	\$66	\$55	\$0	\$0	\$0
h	Regional Multipurpose Trails	\$342	\$286	\$1,375	\$572	\$57
i	Flood Control	\$0	\$0	\$0	\$0	\$0
j	Library Books	\$341	\$286	\$0	\$0	\$0
k	Fee Program Administration	\$96	\$76	\$402	\$183	\$72
	Total	\$7,099	\$5,658	\$35,076	\$17,548	\$9,292

Area Plan		Single Family Residential (\$ per dwelling unit)	Multi-Family Residential (\$ per dwelling unit)	Commercial (\$ per acre)	Industrial (\$ per acre)	Surface Mining (\$ per acre)
<b>15</b>	<b>Greater Elsinore</b>					
a	Public Facilities	\$1,207	\$1,011	\$5,163	\$2,112	\$211
b	Fire Facilities	\$705	\$590	\$4,879	\$2,035	\$203
c	Transportation – Roads, Bridges, Major Improvements	\$549	\$434	\$2,044	\$1,068	\$940
d	Transportation - Signals	\$420	\$378	\$6,971	\$4,878	\$4,293
e	Conservation and Land Bank	\$0	\$0	\$0	\$0	\$0
f	Regional Parks	\$563	\$472	\$2,259	\$942	\$94

g	Community Centers/Parks	\$65	\$55	\$0	\$0	\$0
h	Regional Multipurpose Trails	\$316	\$264	\$1,266	\$528	\$53
i	Flood Control	\$0	\$0	\$0	\$0	\$0
j	Library Books	\$341	\$286	\$0	\$0	\$0
k	Fee Program Administration	\$55	\$46	\$228	\$98	\$22
<b>Total</b>		<b>\$4,221</b>	<b>\$3,536</b>	<b>\$22,810</b>	<b>\$11,661</b>	<b>\$5,816</b>

Area Plan		Single Family Residential (\$ per dwelling unit)	Multi-Family Residential (\$ per dwelling unit)	Commercial (\$ per acre)	Industrial (\$ per acre)	Surface Mining (\$ per acre)
<b>16</b>	<b>Highway 74 / 79</b>					
a	Public Facilities	\$1,207	\$1,011	\$5,163	\$2,112	\$211
b	Fire Facilities	\$705	\$590	\$4,879	\$2,035	\$203
c	Transportation – Roads, Bridges, Major Improvements	\$0	\$0	\$0	\$0	\$0
d	Transportation - Signals	\$420	\$378	\$6,971	\$4,878	\$4,293
e	Conservation and Land Bank	\$0	\$0	\$0	\$0	\$0
f	Regional Parks	\$563	\$472	\$2,259	\$942	\$94
g	Community Centers/Parks	\$0	\$0	\$0	\$0	\$0
h	Regional Multipurpose Trails	\$316	\$264	\$1,266	\$528	\$53
i	Flood Control	\$0	\$0	\$0	\$0	\$0
j	Library Books	\$341	\$286	\$0	\$0	\$0
k	Fee Program Administration	\$46	\$38	\$199	\$82	\$8
<b>Total</b>		<b>\$3,598</b>	<b>\$3,039</b>	<b>\$20,737</b>	<b>\$10,577</b>	<b>\$4,862</b>

Area Plan		Single Family Residential (\$ per dwelling unit)	Multi-Family Residential (\$ per dwelling unit)	Commercial (\$ per acre)	Industrial (\$ per acre)	Surface Mining (\$ per acre)
<b>17</b>	<b>Sun City / Menifee Valley</b>					
a	Public Facilities	\$1,207	\$1,011	\$5,163	\$2,112	\$211

b	Fire Facilities	\$705	\$590	\$4,879	\$2,035	\$203
c	Transportation – Roads, Bridges, Major Improvements	\$1,564	\$1,236	\$5,823	\$3,042	\$2,677
d	Transportation – Signals	\$420	\$378	\$6,971	\$4,878	\$4,293
e	Conservation and Land Bank	\$0	\$0	\$0	\$0	\$0
f	Regional Parks	\$563	\$472	\$2,259	\$942	\$94
g	Community Centers/Parks	\$0	\$0	\$0	\$0	\$0
h	Regional Multipurpose Trails	\$316	\$264	\$1,266	\$528	\$53
i	Flood Control	\$0	\$0	\$0	\$0	\$0
j	Library Books	\$341	\$286	\$0	\$0	\$0
k	Fee Program Administration	\$69	\$56	\$284	\$127	\$47
	<b>Total</b>	<b>\$5,185</b>	<b>\$4,293</b>	<b>\$26,645</b>	<b>\$13,664</b>	<b>\$7,578</b>

Area Plan		Single Family Residential (\$ per dwelling unit)	Multi-Family Residential (\$ per dwelling unit)	Commercial (\$ per acre)	Industrial (\$ per acre)	Surface Mining (\$ per acre)
<b>18</b>	<b>Coachella - Eastern</b>					
a	Public Facilities	\$1,535	\$1,284	\$6,694	\$2,789	\$283
b	Fire Facilities	\$1,053	\$882	\$7,307	\$3,039	\$304
c	Transportation – Roads, Bridges, Major Improvements	\$2,368	\$1,683	\$8,813	\$4,604	\$4,051
d	Transportation - Signals	\$420	\$378	\$6,971	\$4,878	\$4,293
e	Conservation and Land Bank	\$298	\$249	\$1,197	\$498	\$50
f	Regional Parks	\$526	\$440	\$2,114	\$879	\$88
g	Community Centers/Parks	\$298	\$249	\$0	\$0	\$0
h	Regional Multipurpose Trails	\$342	\$286	\$1,375	\$572	\$57
i	Flood Control	\$0	\$0	\$0	\$0	\$0
j	Library Books	\$341	\$286	\$0	\$0	\$0

k	Fee Program Administration	\$99	\$78	\$402	\$181	\$71
	Total	\$7,280	\$5,815	\$34,873	\$17,440	\$9,197

Area Plan	Southwest Area Plan (SWAP)	Single Family Residential (\$ per dwelling unit)	Multi-Family Residential (\$ per dwelling unit)	Commercial (\$ per acre)	Industrial (\$ per acre)	Surface Mining (\$ per acre)
a	Public Facilities	\$1,207	\$1,011	\$5,163	\$2,112	\$211
b	Fire Facilities	\$705	\$590	\$4,879	\$2,035	\$203
c	Transportation – Roads, Bridges, Major Improvements	\$39	\$31	\$145	\$76	\$67
d	Transportation - Signals	\$420	\$378	\$6,971	\$4,878	\$4,293
e	Conservation and Land Bank	\$0	\$0	\$0	\$0	\$0
f	Regional Parks	\$563	\$472	\$2,259	\$942	\$94
g	Community Centers/Parks	\$0	\$0	\$0	\$0	\$0
h	Regional Multipurpose Trails	\$316	\$264	\$1,266	\$528	\$53
i	Flood Control	\$0	\$0	\$0	\$0	\$0
j	Library Books	\$341	\$286	\$0	\$0	\$0
k	Fee Program Administration	\$46	\$39	\$201	\$83	\$9
	Total	\$3,637	\$3,071	\$20,884	\$10,654	\$4,930

Area Plan	San Gorgonio Pass	Single Family Residential (\$ per dwelling unit)	Multi-Family Residential (\$ per dwelling unit)	Commercial (\$ per acre)	Industrial (\$ per acre)	Surface Mining (\$ per acre)
a	Public Facilities	\$1,265	\$1,070	\$5,828	\$2,442	\$244
b	Fire Facilities	\$705	\$590	\$4,879	\$2,035	\$203
c	Transportation – Roads, Bridges, Major Improvements	\$757	\$598	\$2,820	\$1,473	\$1,296
d	Transportation - Signals	\$420	\$378	\$6,971	\$4,878	\$4,293

e	Conservation and Land Bank	\$0	\$0	\$0	\$0	\$0
f	Regional Parks	\$563	\$472	\$2,259	\$942	\$94
g	Community Centers/Parks	\$0	\$0	\$0	\$0	\$0
h	Regional Multipurpose Trails	\$316	\$264	\$1,266	\$528	\$53
i	Flood Control	\$524	\$524	\$1,571	\$1,571	\$1,571
j	Library Books	\$341	\$286	\$0	\$0	\$0
k	Fee Program Administration	\$65	\$56	\$272	\$132	\$51
	Total	\$4,956	\$4,238	\$25,866	\$14,001	\$7,805

**Section 9. AREA PLAN BOUNDARIES.** The boundaries of each Area Plan are as set forth in that document entitled Riverside County DIF Program Area Plan Maps – Year 2000, which is on file with the Clerk of the Board.

**Section 10. IMPOSITION OF FEES.** Notwithstanding any provision of Riverside County Ordinance No. 457 to the contrary, no building permit shall be issued for any Development Project except upon the condition that the Development Impact Fees required by this ordinance are paid.

**Section 11. SUPERSESION OF OTHER FEES.** The Fees established by this ordinance shall supersede and replace those fees previously established and applicable under Riverside County Ordinance No. 659 or Riverside County Ordinance No.748 and shall apply to the issuance of any development permit or entitlement made on and after the date that this ordinance takes effect.

**Section 12. PAYMENT OF FEES.** Fees will be paid as follows:

- a. The DIF shall be paid at the time a certificate of occupancy is issued for the Development Project or upon final inspection, whichever occurs first. However this section shall not be construed to prevent payment of the Fees prior to issuance of an occupancy permit or final inspection. The Fees may be paid at the time application is made for a building permit.
- b. DIFs shall be assessed one time per lot or parcel except in cases of changes in land use. Fees for changes in land use shall be reduced by the amount of any previously paid fees for that property, and no refunds will be provided for changes in land use to a lower fee category. It shall be the responsibility of the applicant to provide documentation of any previously paid Fees.

DIFs for Commercial and Industrial Development Projects shall be paid in its entirety for the Project Area and shall not be prorated.

- c. The DIF required to be paid shall be the Fee amounts in effect at the time of payment.
- d. There shall be no deferment of the Fees beyond final inspection or issuance of certificate(s) of occupancy.
- e. Notwithstanding any other written requirements to the contrary, the DIF shall be paid whether or not the Development Project is subject to Riverside County conditions of approval imposing the requirement to pay the DIF.
- f. If all or part of the Development Project is sold prior to payment of the DIF, the property shall continue to be subject to the requirement for payment of the DIF as provided herein.
- g. For Development Projects which the County of Riverside does not require a final inspection or issue a certificate of occupancy, the DIF shall be paid prior to any use or occupancy.

**Section 13. ACREAGE-BASED FEES.** Development Impact Fees for commercial or industrial projects are based on units of developed acreage and shall be computed on the basis of the Project Area in accordance with the following:

- a. The Project Area shall be determined or verified by county staff based upon the applicant's development plot plan as submitted to the Planning Department.
- b. If the difference between the net acreage, as exhibited on the plot plan, and the Project Area is less than one-quarter acre, the fees shall be charged on the full gross acreage.
- c. The applicant may elect, at his or her own expense, to have the Project Area evaluated, dimensioned, and certified by a registered civil engineer or a licensed land surveyor. The engineer or land surveyor shall prepare a wet-stamped letter of certification of the Project Area dimensions and a plot plan exhibit that clearly delineates the Project Area. Upon receipt of the letter of certification and plot plan exhibit, the Fees will be established based upon the certified Project Area.
- d. Areas of legally restricted construction, such as Federal Emergency Management Agency designated floodways, open space lots, and areas dedicated to a public entity for public use within Project Areas shall be excluded for the purpose of computing acreage-based Fees

**Section 14. FEE ADJUSTMENT.** The Board of Supervisors may periodically review and cause an adjustment to be made to the Development Impact Fees. By amendment to this ordinance, the Fees may be increased or decreased to reflect changes in actual and estimated costs of the facilities, including, but not limited to, debt service, lease payments, and construction costs. The adjustment in the Fees may also reflect changes in the facilities required to be constructed, in estimated revenues received pursuant to this ordinance, as

well as the availability or lack thereof of other funds with which to construct the facilities. Any adjustment in the Fees will be prospective only and will become effective as of the date any such amendment is effective.

**Section 15. TEMPORARY REDUCTION OF FEES.** Pursuant to the fee adjustment authority set forth in Section 14. of this ordinance and notwithstanding Section 7. or any other provision of this ordinance, the DIF amounts in effect on the effective date of Ordinance No. 659.9 shall be temporarily reduced by fifty percent (50%) for the period commencing on September 9, 2010 and ending on September 9, 2011.

- a. Application. The temporary fee reduction described in this section shall not apply to or affect fees owed under any development agreement or other contractual arrangement in effect on or before the effective date of Ordinance No. 659.9. If reduced fees are paid at the time application is made for a building permit and either the application or the building permit issued on the application expires, subsequent building permit applications on the same parcel shall be subject to the full DIF amount, unless the temporary fee reduction is still in effect at the time of the subsequent application.
- b. Effect. No provision of this section shall entitle any person who has already paid Development Impact Fees to receive a refund, credit or reimbursement of such payment. This ordinance does not create any new Development Impact Fees or increase the amount of any existing Development Impact Fees. This ordinance only effects a temporary change in the County's existing Development Impact Fees.
- c. Expiration. As of September 9, 2011, this section is repealed without further action by the Board of Supervisors, unless the Board of Supervisors repeals or modifies this section prior to that date. The repeal of this section shall not affect the validity of actions taken or Development Impact Fees paid under the authority of this section.

**Section 16. REDUCTION FOR SENIOR CITIZEN'S RESIDENTIAL UNITS.** The Fees required pursuant to Section 7 of this ordinance shall be reduced by 33.3 percent of the applicable SFR Fee Amount for Senior Citizen's Residential Units. No reductions will be applied to the MFR Rates,

**Section 17. MIGRANT FARMWORKER HOUSING FACILITY.** Development Projects that are Migrant Farmworker Housing Facilities as defined in Section 17021.6 of the Health and Safety Code shall pay the applicable SFR Fees unless otherwise provided for by a Development Agreement.

**Section 18. CREDITS.** If an owner or developer of real property dedicates land or constructs facilities identified in the Public Facilities Needs List, the County may grant the owner or developer a Credit in one or more of the Fee Components described in this ordinance against the Development Impact Fees required. No Credit shall be granted for the cost of improvements not defined herein as "Facilities." An owner or developer may request a Credit from the Transportation and Land Management Agency at the time of development approval. A Credit granted at the time of development approval shall be

included as a condition of that approval. After development approval, but before the issuance of a building permit, an owner or developer may request a Credit from the Executive Office. If the Transportation and Land Management Agency or the Executive Office determines that a Credit is appropriate, the owner or developer shall enter into a Credit Agreement which shall be approved by the Board of Supervisors. The Credit amount shall be initially calculated by estimating the fair market value of the land dedicated or by estimating the cost of constructing Facilities. The County shall subsequently review and determine the actual value of the land dedicated and the actual construction costs allowable. Any Credit granted shall not exceed the allocated cost for the Facilities. Any Credit granted shall be given in stated dollar amounts only.

**Section 19. EXEMPTIONS.** The following types of construction shall be exempt from the provisions of this ordinance:

- a. Reconstruction of a residential unit or commercial or industrial building damaged or destroyed by fire or other natural causes;
- b. Rehabilitation or remodeling of an existing residential, commercial, or industrial building and additions to an existing residential unit or commercial or industrial building.
- c. The location or installation of a mobile home, without a permanent foundation, on any site. The Fees required under this ordinance shall not be applicable to a site preparation permit or an installation permit for a mobile home without a permanent foundation. No site preparation permit or installation permit for a mobile home with a permanent foundation shall be issued after January 22, 1989, except upon the condition that the Development Impact Fees required by this ordinance be paid; provided however, in those instances where a site preparation permit or an installation permit has been previously issued for a site and the Development Impact Fees have been paid, the Fees required under this ordinance shall not be applicable to a site preparation permit or an installation permit for a mobile home with a permanent foundation. Further, in those instances where an installation permit was issued prior to January 22, 1989 for a mobile home without a permanent foundation and a site preparation permit or installation permit is subsequently requested for the construction of a permanent foundation for said existing mobile home, the Fees required under this ordinance shall not be applicable to the permit subsequently issued for the construction of said permanent foundation.
- d. Residential Units in publicly subsidized projects constructed as housing for low-income households as such households are defined pursuant to section 50079.5 of the Health and Safety Code. "Publicly subsidized projects," as the term is used herein, shall not include any project or project applicant receiving a tax credit provided by the State of California Franchise Tax Board.
- e. Detached Second Units pursuant to Section 18.28a of Riverside County Ordinance No. 348 and Attached Second Units pursuant to Section 18.28b of Ordinance No. 348.

- f. Construction of an SFR unit upon property wherein a mobile home, installed pursuant to an installation permit, was previously located prior to January 22, 1989.
- g. Construction of a Residential Unit replacing a Residential Unit which has been acquired by the Metropolitan Water District for purposes of constructing its Diamond Valley Lake.

**Section 20. FEE ADMINISTRATION.** All Fees received pursuant to this ordinance shall be deposited, invested, accounted for, and expended in accordance with Section 66006 of the Government Code and all other applicable provisions of law.

**Section 21. ADMINISTRATIVE COSTS.** The costs for administering the provisions of this Ordinance shall be recovered annually using revenues from the DIF Program Administration Fund subject to approval of the Executive Office.

**Section 22. VALIDITY.** This ordinance and the various parts, sections and clauses thereof are hereby declared to be severable. If any part, sentence, paragraph, section or clause is adjudged unconstitutional or invalid, the remainder of this ordinance shall not be affected thereby. If any part, sentence, paragraph, section or clause of this ordinance, or its application to any person or entity is adjudged unconstitutional or invalid, such unconstitutionality or invalidity shall affect only such part, sentence, paragraph, section or clause of this ordinance, or person or entity; and shall not affect or impair any of the remaining provisions, parts, sentences, paragraphs, sections or clauses of this ordinance, or its application to other persons or entities. The Board of Supervisors hereby declares that this ordinance would have been adopted had such unconstitutional or invalid part, sentence, paragraph, section or clause of this ordinance not been included herein; or had such person or entity been expressly exempted from the application of this ordinance.

**Section 23. EFFECTIVE DATE.** This ordinance shall take effect 30 days after the date of its adoption.

**Adopted:**

659 Item 9.4 of 07/05/88 (Eff: 09/02/88)

**Amended:**

- 659.1 Item 3.41 of 11/22/88 (Eff: 01/01/89)
- 659.2 Item 3.16 of 06/06/89 (Eff: 07/05/89)
- 659.3 Item 3.5 of 07/18/89 (Eff: 07/18/89)
- 659.4 Item 3.2 of 11/24/92 (Eff: 12/23/92)
- 659.5 Item 3.1b of 08/06/96 (Eff: 09/04/96)
- 659.6 Item 3.4 of 09/11/01 (Eff: 11/10/01)
- 659.7 Item 3.5 of 09/12/06 (Eff: 11/12/06)
- 659.8 Item 3.110 of 07/21/09 (Eff: 08/20/2009)
- 659.9 Item 3.64 of 08/10/10 (Eff: 09/09/10)