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AND WHEN RECORDED MAIL TO

City of Jurupa Valley
8304 Limonite Avenue, Suite "M"
Jurupa Valley CA 92509

Attn: City Clerk



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(Exempt from Recording Fees per Gov't Code § 6103)



SPACE CENTER DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE

CITY OF JURUPA VALLEY

AND

SPACE CENTER MIRA LOMA, INC.

AND

AFFILIATED ENTITIES



SPACE CENTER DEVELOPMENT AGREEMENT

THIS SPACE CENTER DEVELOPMENT AGREEMENT (this "Agreement") is entered into as of November 7, 2013 (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 Space Center Mira Loma, Inc. and its Affiliates (collectively referred to herein as "Developer"). The City and Developer are occasionally referred to herein collectively as the "Parties." This Agreement is entered into with reference to the following:

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.

B. The property that is the subject of this Agreement is approximately 318.87 acres in size, is generally bounded on the west by the Union Pacific Railroad ("Wineville Lead"), on the south by the San Sevaine Flood Control Channel and Mission/Van Buren Avenue, on the east by Etiwanda Avenue, and on the north by Venture Drive 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.

C. The Property is subject to the Development Approvals and Land Use Regulations defined in Section 1.1 of this Agreement.

D. 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.

E. 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.

F. For the City, this Agreement serves to provide for: (a) employment growth anticipated to result from the development of the Property in accordance with this Agreement, 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.

G. The development of new commercial and industrial facilities and offices 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.

SPACE CENTER DEVELOPMENT AGREEMENT

List of Affiliates (herein as “Developer”):

Space Center Mira Loma, Inc., a Minnesota Corporation

Space Center Mira Loma II, Inc., a Minnesota Corporation

Space Center Mira Loma III, Inc., a Minnesota Corporation

ABLUO, LLC, a Minnesota Limited Liability Company

CELLA, LLC, a Minnesota Limited Liability Company

ERGO, LLC, a Minnesota Limited Liability Company

ROTA, LLC, a Minnesota Limited Liability Company



H. Among other purposes, this Agreement is intended to be, and shall be construed as, a development agreement within the meaning of the Development Agreement Act. This Agreement will eliminate uncertainty and ensure orderly development of the Property, ensure a desirable and functional community environment, provide effective and efficient development of public facilities, infrastructure, and services appropriate for the development of the Property, and assure attainment of the maximum effective utilization of resources within City, by achieving the goals and purposes of the Development Agreement Act. In exchange for these benefits to City, Developer desires to receive the assurance that it may proceed with development of the Property in accordance with the terms and conditions of this Agreement and the Development Approvals, all as more particularly set forth herein.

I. 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.

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

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

1. On September 25, 2013, following a duly noticed and conducted public hearing on the Agreement and the proposed Negative Declaration, the Planning Commission recommended that the Council approve this Agreement;
2. On October 17, 2013 after a duly noticed public hearing and pursuant to the California Environmental Quality Act of 1970, as amended, ("CEQA") the City Council adopted Resolution 2013-28 approving the Negative Declaration for this Agreement;
3. On October 17, 2013, following a duly noticed public hearing, the City Council introduced Ordinance No. 2013-08 and on November 7, 2013 held the second reading and adopted Ordinance No. 2013-08 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.

L. 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.



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AGREEMENT:

NOW, THEREFORE, 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:

1.0 DEFINITIONS.

1.1 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:

“*Affiliates*” means the subsidiaries and affiliates of Master Developer Space Center Mira Loma, Inc., a Minnesota corporation and its which are identified on the attached Exhibit F (“Affiliates”)

“*Agreement*” means this Development Agreement.

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

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

“*Community Benefit Contribution*” or “CBC” means the payment described in Section 5.0 of this Agreement.

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

“*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.

“*Development Approvals*” means any and all permits, licenses, consents, rights and privileges, and other actions approved or issued by the United States Government (as the prior owner/developer of the Property), the City and the County of Riverside previously in connection with the Property on or before the Effective Date All of the Development Approvals are on file in the Office of the City Clerk of the City of Jurupa Valley or the County of Riverside.

“*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. The Development Fees are listed on Exhibit D.

“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.

“Developer” means Master Developer Space Center Mira Loma, Inc., a Minnesota corporation and its subsidiaries and affiliates which are identified on the attached Exhibit F (“Affiliates”), and also where specified in this Agreement, successors in interest to all or any part of the Property.

“Effective Date” means the date that this Agreement shall take effect as defined in Section 2.2 of this Agreement.

“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 E.

“Mortgagee” means a mortgagee as defined in Section 9.0 of this Agreement.

“Net New Square Footage” means the amount of building area of Development less any previous building area demolished in connection with the Development.

“Net Square Footage” means the amount of building area of Development.

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

“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 3.1(f).

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



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

2.0 GENERAL.

2.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue for thirty (30) 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.

2.2 Effective Date. This Agreement shall be effective, and the obligations of the Parties hereunder shall be effective on the date that Ordinance No. 2013-08 approving this Agreement becomes effective (the “Effective Date”). The parties shall approve an Operating Memorandum pursuant to Section 2.6 confirming the Effective Date of the Agreement.

2.3 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.

2.4 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.

2.5 Amendment or Cancellation. Except as expressly stated to the contrary herein, this Agreement may be amended or canceled in whole or in part only by mutual consent of the Parties and in the manner provided for in California Government Code Sections 65867-65868 and the Development Agreement Resolution.

2.6 Operating Memoranda. The parties acknowledge that refinements and further development of the Property 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 an 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.

2.7 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.



3.0 DEVELOPER'S RIGHTS AND LIMITATIONS REGARDING CONSTRUCTION OF THE PROPERTY.

3.1 Right to Develop.

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

b. While Developer is exempt from the conditional use requirements imposed by Jurupa Valley Ordinance No. 2012-10 for certain uses on the Property as a result of this Development Agreement, the parties acknowledge and agree that Developer shall be subject to the conditional use permit requirements and site development plan requirements imposed by the Land Use Regulations.

c. Permitted Uses. The Parties agree that the uses listed in Article XI(a) of the City's Zoning Ordinance as of the Effective Date (attached hereto as Exhibit C) are permitted and shall remain permitted uses for the Property. Notwithstanding Article XI(a) of the City's Zoning Ordinance, Developer agrees that the uses that are struck through in Exhibit C shall not be permitted uses for the Property after the Effective Date during the Term.

d. 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 as defined in Section 1.1 of this Agreement.

e. 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.

f. 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.

g. 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.

h. Reservation of Authority by City.

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

(1) 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.

(2) 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.

(3) 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 as required by and in accordance with State law.

(4) Regulations that are not in conflict with the Development Approvals and this Agreement.

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

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

(7) 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.

(a) Paragraphs 1 and 2 read in full as follows:



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“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.”

(b) Any EJ element generally applicable City-wide lawfully adopted by the City Council within twelve (12) months of the Reference Date shall apply to the Property to the extent it is not inconsistent with the uses and development as allowed within the Existing Land Use Regulations.

ii) *Future Discretion of City.* Notwithstanding any other provision of this Section 3.1, 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.

iii) *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.

iv) *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.

3.2 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.

4.0 DEVELOPMENT FEES.



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4.1 Development Fees Payable by the Developer. Until the tenth (10th) anniversary of the Effective Date of the Agreement, City shall not levy or require with respect to development of the Property any Development Fees except those in effect under City's ordinances or resolutions on the Effective Date and Developer shall not be subject to any increases in the existing Development Fees with respect to the Property except with respect to those increases set by automatic escalator in existence at the Effective Date or adopted within one (1) year following the Effective Date. Thereafter, the City shall apply those Development Fees in effect at that time or which may thereafter be enacted.

4.2 Timing of Payments. The Development Fees for the Property shall be paid by Developer at the time provided by City Ordinance.

5.0 COMMUNITY BENEFIT CONTRIBUTION.

5.1 Base Community Benefit Contribution. Developer shall pay to the City a Community Benefit Contribution ("CBC") in the amount of fifty cents (\$0.50) per Net New Square Foot of new building construction ("Base CBC Amount"). The CBC shall be used by the City for the benefit of the City and City's residents as determined in the sole and absolute discretion of the City Council of the City. The Base CBC Amount is not intended to be and is not an exaction or development impact fee. The Base CBC Amount shall be paid by Developer to the City prior of issuance of Building Permit for construction of any building constituting Net New Square Footage.

5.2 Additional Community Benefit Contribution. Any additional Community Benefit Contribution is determined pursuant to the following standards:

5.2.1 Sales Tax Generating Uses. If the Tenant or Buyer ("User") is a sales tax generating use that designates the point of sale as the City, there shall be no additional CBC made, but only if both parties agree that there is a reasonable expectation the user will generate a minimum of five million dollars (\$5,000,000.00) per year in taxable sales.

5.2.2 Additional Community Benefit Contribution for Jobs Generating Uses. If subsection 5.2.1 does not apply, in consideration of the Community Benefit conferred by Developer's achieving on-site rates of employment higher than would be expected from typical warehouse and logistics facilities (which are permitted on the Property under the Land Use Regulations), Developer shall pay additional CBC at a rate of twenty five cents (\$0.25) per Net New Square Foot if the average number of employees per Net New Square Foot for a user is greater than one (1) employee per eleven hundred (1,100) Net New Square Feet. The additional CBC is a one-time payment and shall be payable at the time of issuance of the Certificate of Occupancy.

5.2.3 Permitted Development. If neither subsection 5.2.1 or 5.2.2 applies, any other development permitted pursuant to this Agreement shall pay an additional CBC at the rate of fifty cents (\$0.50) per Net New Square Foot. The additional CBC is a one-time payment, payable at the time of issuance of the Certificate of Occupancy.

5.3 Transfer of Certain Retail Uses Prohibited. Developer agrees on behalf of itself and its successors and assigns that it shall prohibit the transfer to the Property of any retail or



other uses that would violate or cause the application of the provisions of Government Code Sections 53084 and 53084.5 that deal with the transfer of certain retail uses or sales taxes from one jurisdiction to another or both.

6.0 INDEMNIFICATION.

6.1 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.

6.2 Notwithstanding Section 6.1, 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, including, without limitation, those obligations described in Section 5.3, Transfer of Certain Retail Uses Prohibited. 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.

7.0 CITY’S OBLIGATIONS.

7.1 Scope of Subsequent Review/Confirmation of Compliance Process. Nothing set forth herein shall impair or interfere with the right of City to require the processing of building permits as required by law pursuant to the applicable provisions of the Jurupa Valley Municipal Code and the provisions of City’s Fire Codes and ordinances, Health and Safety Codes and ordinances, and Building, Electrical, Mechanical, and similar building codes.

7.2 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.

7.3 Review for Compliance. City shall review this Agreement at least once during every twelve (12) months following the Effective Date during the Term of this Agreement, in accordance with City's procedures and standards for such review set forth in the Development Agreement Resolution. During such periodic review by City, Developer, upon written request from City, shall be required to demonstrate, and hereby agrees to furnish, evidence of good faith compliance with the terms hereof; provided, however, that Developer will not be required to disclose confidential or trade secret business information for such review. The failure of City to conduct or complete the annual review as provided herein or in accordance with the Development Agreement Act shall not impact the validity of this Agreement. If, at the conclusion of the annual review provided for herein, Developer shall have been found in compliance with this Agreement, City, through the City's Planning Associate, shall, at Developer's written request, issue a Certificate of Compliance to Developer stating that: (1) this Agreement remains in full force and effect; and (2) Developer is in compliance with this Agreement. The Certificate of Compliance shall be in recordable form, and shall contain information necessary to communicate constructive record notice of the finding of compliance. Developer, at its option and sole cost, may record such Certificate of Compliance.

7.4 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.

8.0 DEFAULT; REMEDIES; DISPUTE RESOLUTION.

8.1 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.



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8.2 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.

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

8.4 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 Resolution and/or 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 Resolution or the Development Agreement Act.

9.0 MORTGAGEE PROTECTION; CERTAIN RIGHTS TO CURE.

9.1 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.

9.2 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.

9.3 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.

9.4 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.

10.0 TRANSFERS OF INTEREST IN PROPERTY OR AGREEMENT. Except as provided in Section 6.1, in the event of a proposed transfer of interest in the Property or in this Agreement by Developer in whole or in part, the covenants and conditions of this Agreement shall be deemed binding upon any transferee upon acquiring the Property. Within ten (10) days of the effective date of the transfer, Developer shall notify the City in writing of the name and address of the transferee and the interests transferred.



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11.0 MISCELLANEOUS.

11.1 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
8304 Limonite Avenue, Suite "M"
Jurupa Valley CA 92509
Attn: City Manager

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

To Developer: Space Center Mira Loma, Inc.
3401 Etiwanda Ave.-Leasing Offic
Jurupa Valley, CA 91752
Attn: Mr. Graham Tingler

With a copy to: Rutan & Tucker, LLP
611 Anton Boulevard, Suite 1400
Costa Mesa, California 92626-1998
Attn: Hans Van Ligten, 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.

11.2 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, 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 11.2 to an extension of time to perform because of past, present, or future difficulty in obtaining suitable construction financing or permanent financing for the Development, or because of economic or market conditions.

11.3 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 portion of the Property or the Property, and their respective assigns, heirs or successors in



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interest, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Property.

11.4 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.

11.5 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.

11.6 Covenants. 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.

11.7 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.

11.8 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.).

11.9 Amendment of Agreement. This Agreement may be amended from time to time by mutual consent of the Parties in accordance with the provisions of the Development Agreement Resolution and California Government Code Sections 65867 and 65868.

11.10 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 11.10. 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.

11.11 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.

11.12 Cooperation in Carrying Out Agreement. Each party shall take such actions and execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder.

11.13 Estoppel Certificate. Any party hereunder may, at any time, deliver written notice to any other party requesting such party to certify in writing that, to the best knowledge of the certifying party: (i) this Agreement is in full force and effect and a binding obligation of the parties; (ii) this Agreement has not been amended or modified either orally or in writing, or if so amended, identifying the amendments; and (iii) the requesting party is not in default in the performance of its obligations under this Agreement, or if in default, describing the nature and amount of any such defaults. A party receiving a request hereunder shall execute and return such certificate within ten (10) days following approval of the proposed estoppel certificate by the City Attorney, which approval shall not be unreasonably withheld or delayed. The City Manager or his or her designee is authorized to sign and deliver an estoppel certificate on behalf of City. City acknowledges that transferees, successors and assigns, and Mortgagees may rely upon an estoppel certificate hereunder. The party requesting the Estoppel Certificate shall pay the reasonable costs of staff time and attorney fees to research and prepare the Estoppel Certificate.

11.14 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 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.

11.15 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.

11.16 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.

11.17 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.

11.18 Recitals & Exhibits Incorporated; Entire Agreement. The Recitals to this Agreement and all of the exhibits attached to this Agreement are, by this reference, incorporated into this Agreement and made a part hereof. 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



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agreements between the Parties, and no parole evidence of any prior or other agreement shall be permitted to contradict or vary the terms hereof.

11.19 Schedule and Exhibits. Exhibits A – F are identified as follows:

Schedule 1 Ownership List

- A Legal Descriptions of Properties
- B Site Map
- C List of Permitted Uses
- D List of Development Fees
- E List of Land Use Regulations
- F List of Legal Entities Defined as “Developer”

11.20 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.

11.21 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 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.

11.22 Governing Law; Litigation Matters. The laws of the State of California shall govern the interpretation and enforcement of this Agreement without regard to conflicts of law principles. Any action at law or in equity brought by any party hereto for the purpose of enforcing, construing, or interpreting the validity of this Agreement or any provision hereof shall be brought in the Superior Court of the State of California in and for the County of Riverside, or such other appropriate court in said county, and the Parties hereto waive all provisions of law providing for the filing, removal, or change of venue to any other court. Service of process on City shall be made in accordance with California law. Service of process on Developer shall be made in any manner permitted by California law and shall be effective whether served inside or outside of California. In the event of any action between the Parties hereto seeking enforcement of any of the terms of this Agreement or otherwise arising out of this Agreement, the prevailing party in such litigation shall be awarded, in addition to such relief to which such party is entitled, its reasonable attorney’s fees, expert witness fees, and litigation costs and expenses.

11.23 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.

[INTENTIONALLY LEFT BLANK; SIGNATURES ON NEXT PAGE]



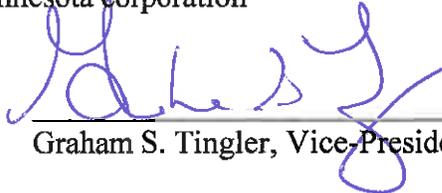
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IN WITNESS WHEREOF, Developer and City have executed this Agreement as of the Reference Date.

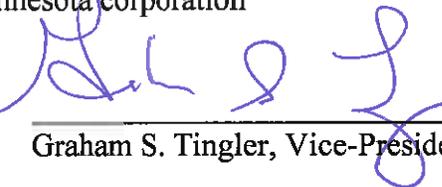
“DEVELOPER”

SPACE CENTER MIRA LOMA, INC.,
a Minnesota corporation

By: 
Graham S. Tingler, Vice-President

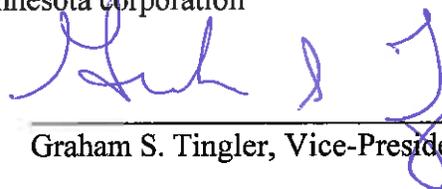
“Space Center”

SPACE CENTER MIRA LOMA II, INC.,
a Minnesota corporation

By: 
Graham S. Tingler, Vice-President

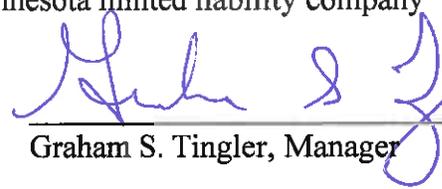
“Space Center II”

SPACE CENTER MIRA LOMA III, INC.,
a Minnesota corporation

By: 
Graham S. Tingler, Vice-President

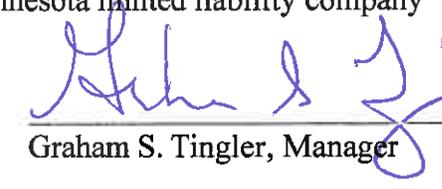
“Space Center III”

ABLUO, LLC,
a Minnesota limited liability company

By: 
Graham S. Tingler, Manager

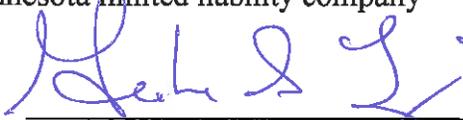
“Abluo”

CELLA, LLC,
a Minnesota limited liability company

By: 
Graham S. Tingler, Manager

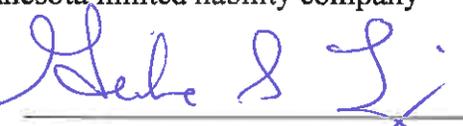
“Cella”

ERGO, LLC,
a Minnesota limited liability company

By: 
Graham S. Tingler, Manager

“Ergo”

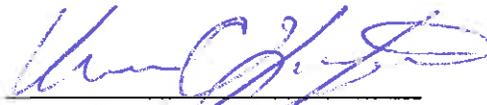
ROTA, LLC,
a Minnesota limited liability company

By: 
Graham S. Tingler, Manager

“Rota”

“CITY”

CITY OF JURUPA VALLEY, a California
municipal corporation

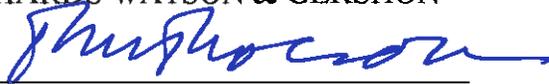
By: 
Verne Lauritzen, Mayor

ATTEST:


Victoria Wasko, CMC, City Clerk

APPROVED AS TO FORM:

RICHARDS WATSON & GERSHON


Peter M. Thorson, City Attorney



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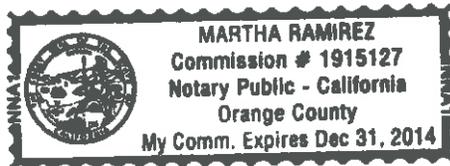
STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On MAY 16, 2014, before me, MARTHA RAMIREZ, Notary Public, personally appeared GRAHAM S. TINKLER, 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.

Martha Ramirez
Notary Public

[SEAL]



APPROVAL OF RECORDING AND SUBORDINATION BY LENDER

Allianz Life Insurance Company of North America, a Minnesota corporation, is the Beneficiary under a certain deed of trust executed by Rota, LLC, a Minnesota limited liability company, recorded on July 26, 2001, as Instrument No. 2001-353936 in the Official Records of Riverside County, California and a certain deed of trust executed by Cella, LLC, a Minnesota limited liability company, recorded on November 1, 2000, as Instrument No. 2000-433197 in the Official Records of Riverside County, California, as amended, a certain deed of trust executed by Space Center Mira Loma, Inc., a Minnesota corporation, recorded on March 30, 2006 as Instrument No. 2006-0225666 in the Official Records of Riverside County, California, and a certain deed of trust executed by Space Center Mira Loma, Inc., a Minnesota corporation, recorded on April 20, 2009 as Instrument No. 2009-0192360 in the Official Records of Riverside County, California. By executing this Approval of Recording and Subordination By Lender, the undersigned agrees that should the undersigned acquire title to all or any portion of the properties secured by the deeds of trust referenced above by foreclosure or any other remedy in or relating to the deeds of trust, the undersigned will acquire title subject to the provisions of the Space Center Development Agreement which shall remain in full force and effect.

Dated: May 8, 2014

ALLIANZ LIFE INSURANCE COMPANY OF
NORTH AMERICA, a Minnesota corporation

By: 
Name: PAUL D. WOLTERS
Its: ASSISTANT TREASURER

By: 
Name: ERIC J. BERGWALL
Its: ASSISTANT TREASURER

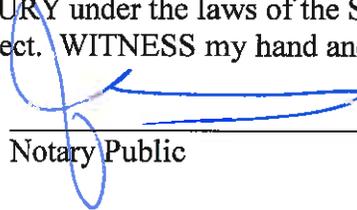


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STATE OF New York)
) ss.
COUNTY OF New York)

On May 8, 2014, before me, Jacqueline Butler, Notary Public, personally appeared Eric Bergwall and Paul Watter, 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 New York that the foregoing paragraph is true and correct. WITNESS my hand and official seal.



Notary Public

[SEAL]

JACQUELINE DENISE BUTLER
Notary Public - State of New York
No. 01BU6290882
Qualified in Westchester County
My Commission Expires October 15, 2017



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APPROVAL OF RECORDING AND SUBORDINATION BY LENDER

The Prudential Insurance Company of America, a New Jersey corporation, is the Beneficiary under a certain deed of trust executed by Abluo, LLC, a Minnesota limited liability company, recorded on December 11, 2012, as Instrument No. 2012-0602399 in the Official Records of Riverside County, California. By executing this Approval of Recording and Subordination By Lender, the undersigned agrees that should the undersigned acquire title to all or any portion of the property securing its deed of trust by foreclosure or any other remedy in or relating to the deed of trust, the undersigned will acquire title subject to the provisions of the Space Center Development Agreement which shall remain in full force and effect.

Dated: May 2, 2014

The Prudential Insurance Company of America, a
New Jersey corporation

By: 
Name: Cheryl Eskridge
Its: Second Vice President

ETF



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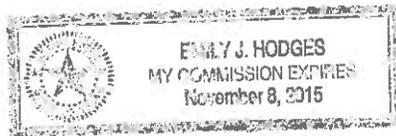
STATE OF TX)
) ss.
COUNTY OF Dallas)

On May 2, 2014, before me, Emily J. Hodges, Notary Public, personally appeared Cheryl T. Eskridge, 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 Texas that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Emily J. Hodges
Notary Public

[SEAL]



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APPROVAL OF RECORDING AND SUBORDINATION BY LENDER

Woodmen of the World Life Insurance Society and/or Omaha Woodmen Life Insurance Society, is the Beneficiary under a certain deed of trust executed by Ergo, LLC, a Minnesota limited liability company, recorded on December 11, 2009, as Instrument No. 0639200 in the Official Records of Riverside County, California. By executing this Approval of Recording and Subordination By Lender, the undersigned agrees that should the undersigned acquire title to all or any portion of the properties secured by the deed of trust referenced above by foreclosure or any other remedy in or relating to the deed of trust, the undersigned will acquire title subject to the provisions of the Space Center Development Agreement which shall remain in full force and effect.

Dated: May 1, 2014

Woodmen of the World Life Insurance Society
and/or Omaha Woodmen Life Insurance Society

By: Shawn Bengtson
Shawn Bengtson,
Vice President – Investment

By: Dean R. Holdsworth
Dean R. Holdsworth, Director – Mortgage &
Real Estate Investment



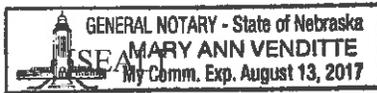
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STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On May 1, 2014, before me, MaryAnn Venditte, Notary Public, personally appeared Shawn Bengtson, Vice President – Investment and Dean R. Holdsworth, Director – Mortgage & Real Estate Investment, 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 Nebraska that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

MaryAnn Venditte
Notary Public



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EXHIBIT A
LEGAL DESCRIPTIONS OF PROPERTIES



**EXHIBIT "A"
LEGAL DESCRIPTION**

APN 156150069

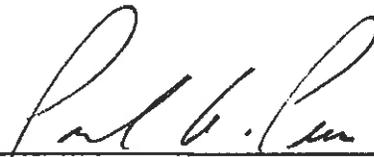
That portion of Section 5, Township 2 South, Range 6 West, San Bernardino Meridian, County of Riverside, State of California, more particularly described as follows:

Parcel B, as described by Lot Line Adjustment 5393, recorded June 16, 2011, as Instrument No. 2011- 0266774, Official Records of Riverside County, California.

The above described Parcel contains 105.59 acres, more or less.

See "Exhibit B" attached hereto and made a part hereof, by this reference.

This description was prepared by me or under my direction in
Conformance with the requirements of the Land Surveyors Act

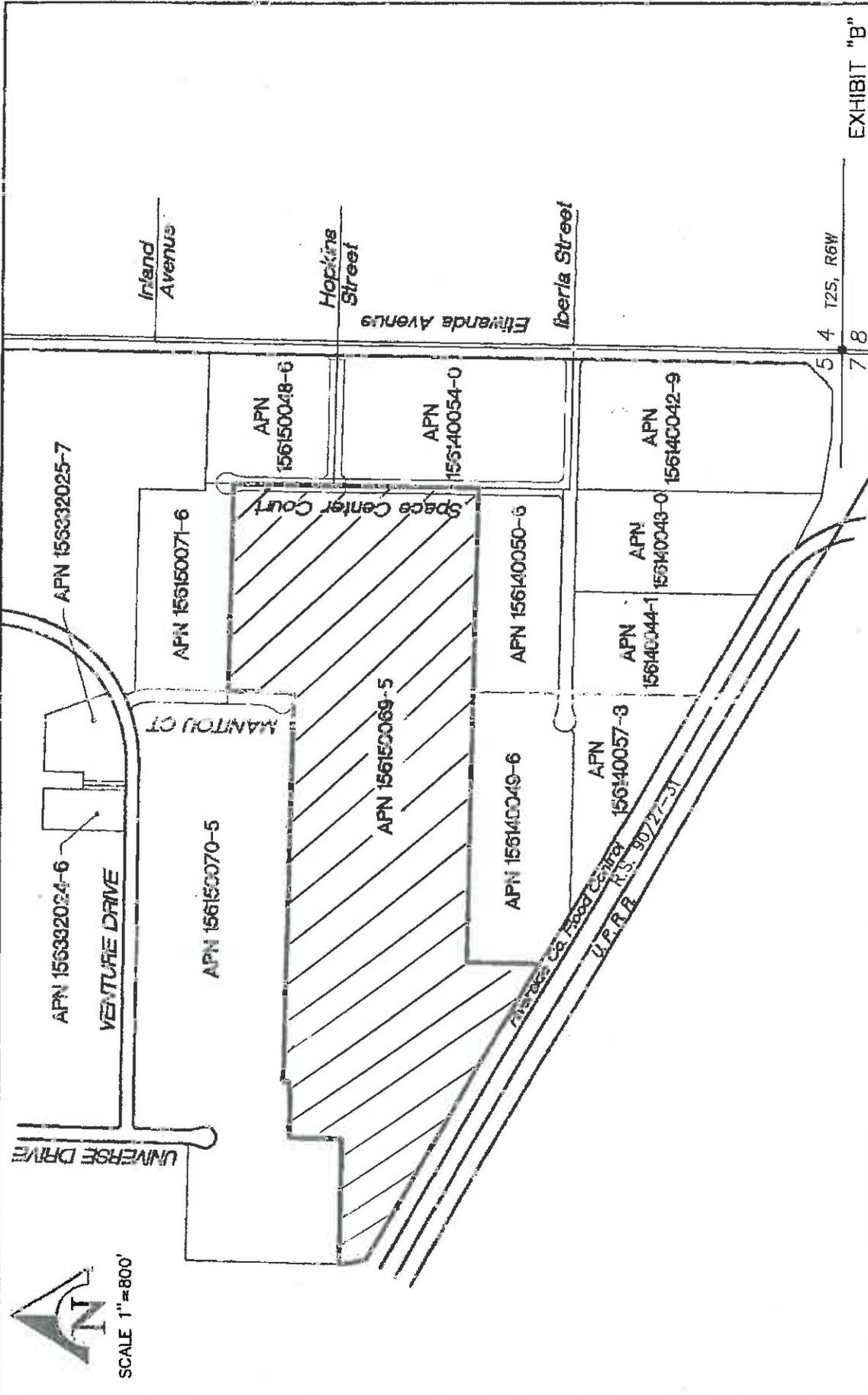


Paul A. Perea, L.S. 6199 09/18/13
License Expires 03/31/14 Date





SCALE 1" = 800'



KCT CONSULTANTS, INC.

Civil Engineers - Surveyors - Planners

P.O. Box 5705 Riverside, CA 92517-5705
4344 Latham St., Suite 200, Riverside, CA 92501
Phone: 951-341-8940 Fax: 951-341-8945
e-mail: kctline@kctconsultants.com



CITY OF JURUPA VALLEY MASTER SITE PLAN APN 156150069-5

1

OF

2 SHEETS

CLIENT: SPACE CENTER

W.O.: 1009



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EXHIBIT "A"
LEGAL DESCRIPTION

APN 1561400050

That portion of Section 5, Township 2 South, Range 6 West, San Bernardino Meridian, County of Riverside, State of California, more particularly described as follows:

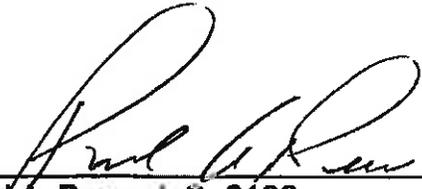
Parcel 6, as shown on Parcel Map 29394 on file in Book 196 of Parcel Maps at Pages 56 thru 60, inclusive, Records of Riverside County, California.

Excepting therefrom that certain portion as described by Easement for Private Street and Utility Purposes recorded October 16, 2001, as Instrument No. 2001-502049, Official Records of Riverside County, California.

The above described Parcel contains 11.88 acres, more or less.

See "Exhibit B" attached hereto and made a part hereof, by this reference.

This description was prepared by me or under my direction in Conformance with the requirements of the Land Surveyors Act



Paul A. Perea, L.S. 6199 09/18/13
License Expires 03/31/14 Date





SCALE 1"=800'

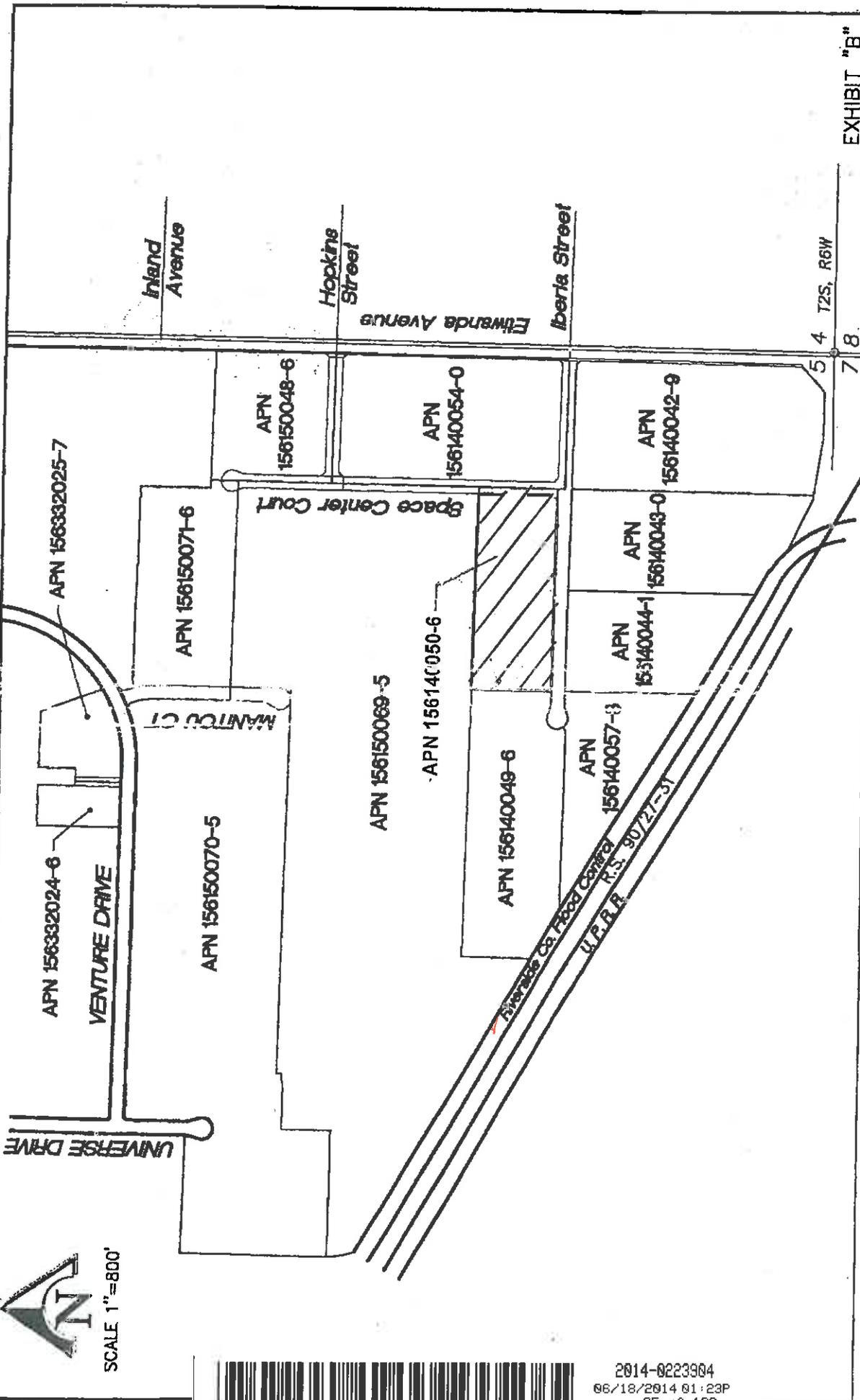


EXHIBIT "B"

KCT CONSULTANTS, INC.
 Civil Engineers - Surveyors - Planners
 P.O. Box 5705 Riverside, CA 92517-5705
 4344 Latham St., Suite 200, Riverside, CA 92501
 Phone: 951-341-8940 Fax: 951-341-8945
 e-mail: kctinc@kctconsultants.com

CITY OF JURUPA VALLEY
MASTER SITE PLAN
APN 156140050-6

CLIENT: SPACE CENTER

W.O.: 1009

1
 OF
 2 SHEETS



EXHIBIT "A"
LEGAL DESCRIPTION

APN 1561400054

That portion of Section 5, Township 2 South, Range 6 West, San Bernardino Meridian, County of Riverside, State of California, more particularly described as follows:

Parcel F, as described by Lot Line Adjustment 3936, recorded September 18, 1997, as Instrument No. 1997-340385, Official Records of Riverside County, California.

The above described Parcel contains 21.42 acres, more or less.

See "Exhibit B" attached hereto and made a part hereof, by this reference.

This description was prepared by me or under my direction in
Conformance with the requirements of the Land Surveyors Act



Paul A. Perea, L.S. 6199
License Expires 03/31/14

09/18/13
Date





SCALE 1"=800'



2014-0223904
06/18/2014 01:23P
37 of 100

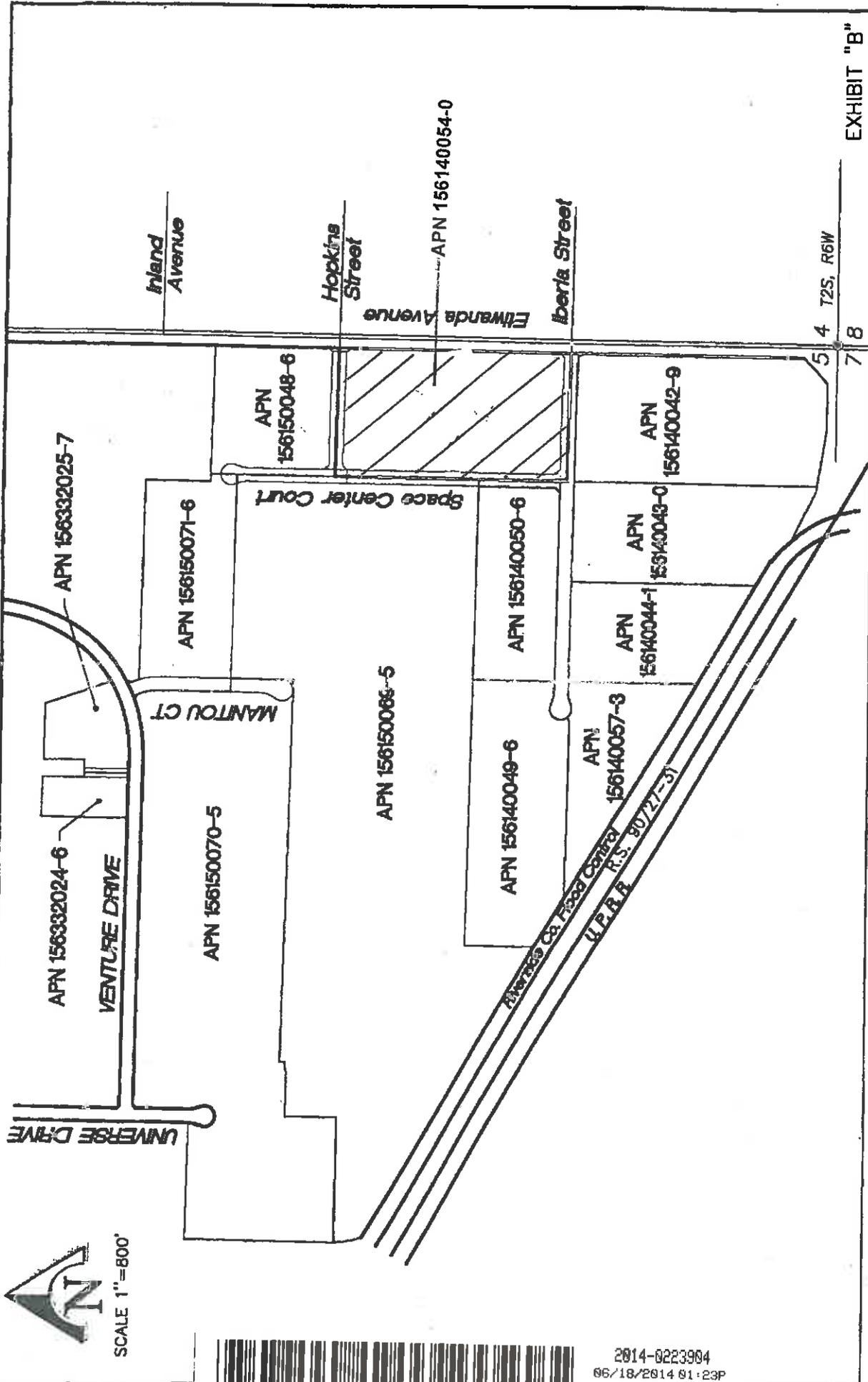
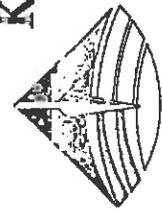


EXHIBIT "B"
4 T2S, R6W
5 7 8

KCT CONSULTANTS, INC.
 Civil Engineers - Surveyors - Planners
 P.O. Box 5705 Riverside, CA 92517-5705
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 e-mail: kctinc@kctconsultants.com



CITY OF JURUPA VALLEY
MASTER SITE PLAN
APN 156140054-0

CLIENT: SPACE CENTER

W.O.: 1009

1
 OF
 2 SHEETS

EXHIBIT "A"
LEGAL DESCRIPTION

APN 1561500048

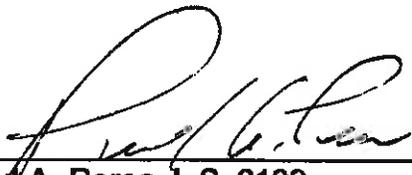
That portion of Section 5, Township 2 South, Range 6 West, San Bernardino Meridian, County of Riverside, State of California, more particularly described as follows:

Parcel C, as described by Lot Line Adjustment 3885, recorded November 19, 1996 as instrument No. 441931, Official Records of Riverside County, California.

The above described Parcel contains 12.25 acres, more or less.

See "Exhibit B" attached hereto and made a part hereof, by this reference.

This description was prepared by me or under my direction in
Conformance with the requirements of the Land Surveyors Act



Paul A. Perea, L.S. 6199
License Expires 03/31/14

09/18/13

Date





SCALE 1" = 800'

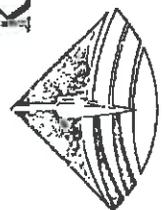


2014-0223904
06/18/2014 01:23P
39 of 100



EXHIBIT "B"

KCT CONSULTANTS, INC.
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 P.O. Box 5705 Riverside, CA 92517-5705
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CITY OF JURUPA VALLEY
MASTER SITE PLAN
APN 156150048-6

CLIENT: SPACE CENTER

W.O.: 1009

1
 OF
 2 SHEETS

EXHIBIT "A"
LEGAL DESCRIPTION

APN 1561400049

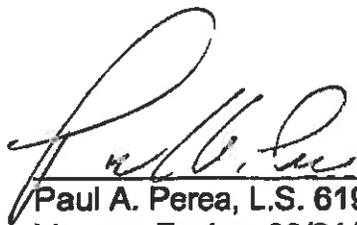
That portion of Section 5, Township 2 South, Range 6 West, San Bernardino Meridian, County of Riverside, State of California, more particularly described as follows:

Parcel B, as described by Lot Line Adjustment 4296, recorded May 02, 2001, as Instrument No. 2001-129194, Official Records of Riverside County, California.

The above described Parcel contains 20.16 acres, more or less.

See "Exhibit B" attached hereto and made a part hereof, by this reference.

This description was prepared by me or under my direction in
Conformance with the requirements of the Land Surveyors Act



Paul A. Perea, L.S. 6199
License Expires 03/31/14

09/18/13

Date





SCALE 1"=800'

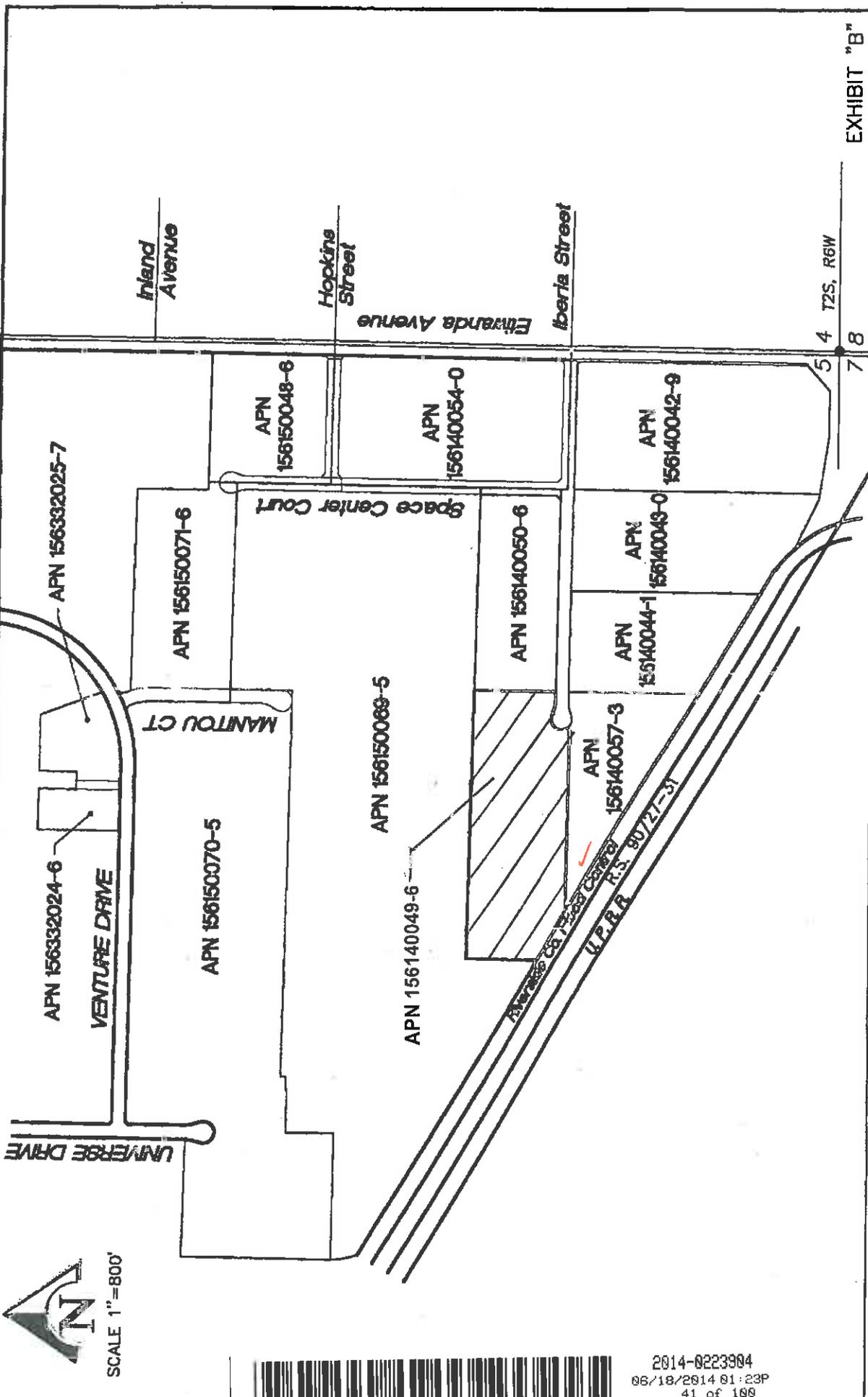


EXHIBIT "B"

1 OF 2 SHEETS

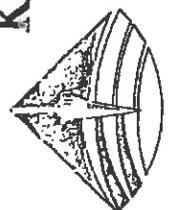
CITY OF JURUPA VALLEY
MASTER SITE PLAN
APN 156140049-6

CLIENT: SPACE CENTER

W.O.: 1009

KCT CONSULTANTS, INC.

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4344 Latham St., Suite 200, Riverside, CA 92501
Phone: 951-341-8940 Fax: 951-341-8945
e-mail: kctinc@kctconsultants.com



**EXHIBIT "A"
LEGAL DESCRIPTION**

APN 156150070

That portion of Section 5, Township 2 South, Range 6 West, San Bernardino Meridian, County of Riverside, State of California, more particularly described as follows:

Parcel A, as described by Lot Line Adjustment 5393, recorded June 16, 2011, as instrument No. 2011- 0266774, Official Records of Riverside County, California.

The above described Parcel contains 62.81 acres, more or less.

See "Exhibit B" attached hereto and made a part hereof, by this reference.

This description was prepared by me or under my direction in
Conformance with the requirements of the Land Surveyors Act


Paul A. Perea, L.S. 6199
License Expires 03/31/14

09/16/13
Date





SCALE 1"=800'



2014-0223904
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43 of 109

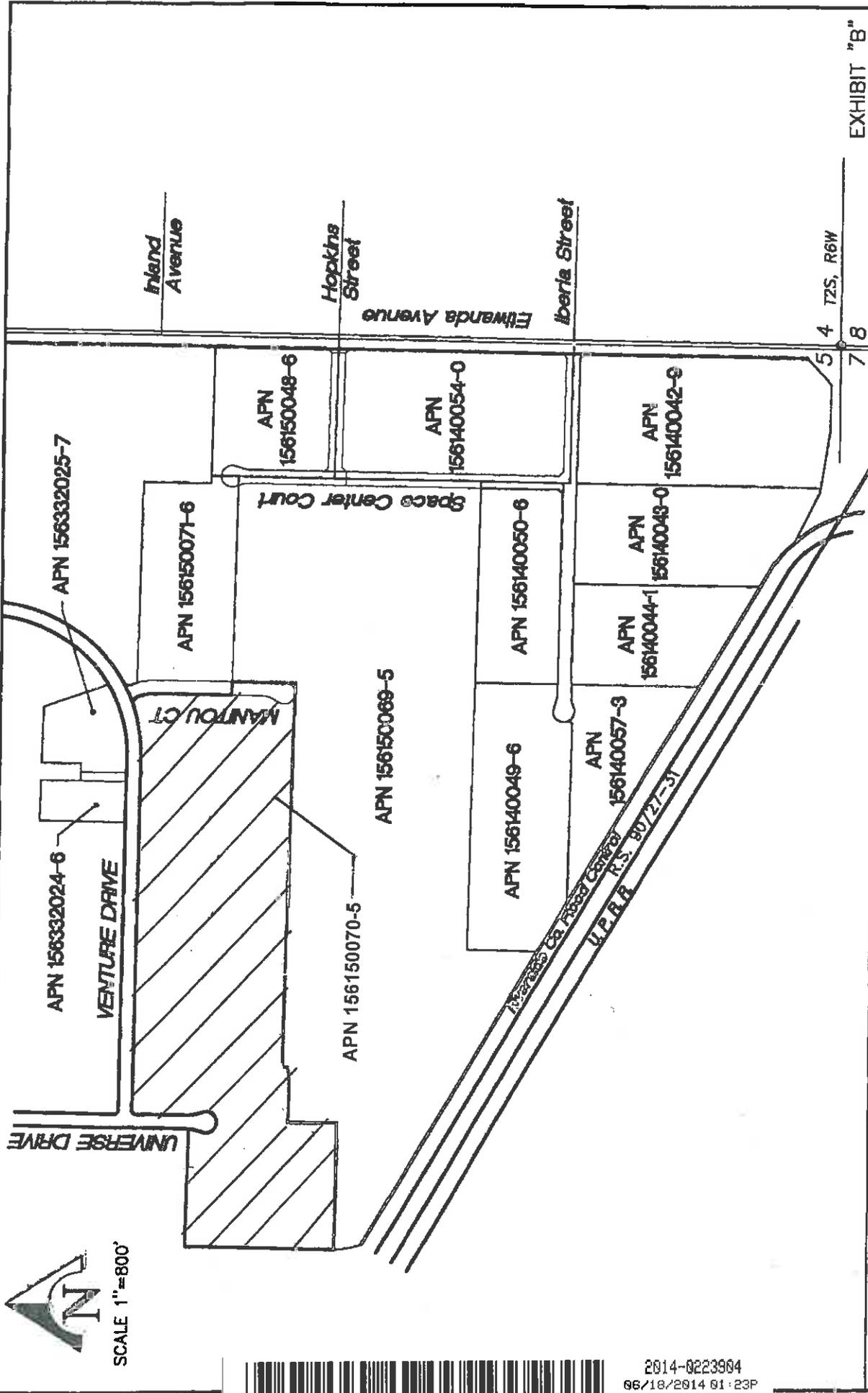


EXHIBIT "B"

1 OF 2 SHEETS

CITY OF JURUPA VALLEY
MASTER SITE PLAN
APN 156150070-5

CLIENT: SPACE CENTER W.O.: 1009

KCT CONSULTANTS, INC.
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 4344 Latham St., Suite 200, Riverside, CA 92501
 Phone: 951-341-8840 Fax: 951-341-8845
 e-mail: kctinc@kctconsultants.com

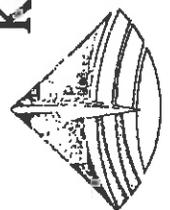


EXHIBIT "A"
LEGAL DESCRIPTION

APN 1561500071

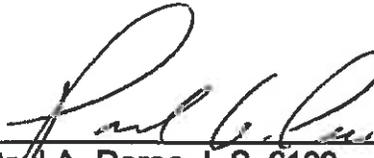
That portion of Section 5, Township 2 South, Range 6 West, San Bernardino Meridian, County of Riverside, State of California, more particularly described as follows:

Parcel C, as described by Lot Line Adjustment 3936, recorded September 13, 1997, as Instrument No. 1997-340385, Official Records of Riverside County, California.

The above described Parcel contains 14.50 acres, more or less.

See "Exhibit B" attached hereto and made a part hereof, by this reference.

This description was prepared by me or under my direction in
Conformance with the requirements of the Land Surveyors Act


Paul A. Perea, L.S. 6199
License Expires 03/31/14

09/18/13
Date





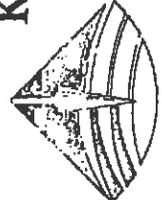
SCALE 1"=800'



2014-0223904
06/18/2014 01:23P
45 of 100



EXHIBIT "B"



KCT CONSULTANTS, INC.
Civil Engineers - Surveyors - Planners
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e-mail: kcline@kctconsultants.com

CITY OF JURUPA VALLEY
MASTER SITE PLAN
APN 156150071-6

CLIENT: SPACE CENTER

W.O.: 1009

1 OF 2 SHEETS

EXHIBIT "A"
LEGAL DESCRIPTION

APN 156332024

That portion of Section 5, Township 2 South, Range 6 West, San Bernardino Meridian, County of Riverside, State of California, more particularly described as follows:

Parcel 1, as shown on Parcel Map 34049 on file in Book 229 of Parcel Maps at Pages 88 thru 89, inclusive, Records of Riverside County, California.

The above described Parcel contains 2.68 acres, more or less.

See "Exhibit B" attached hereto and made a part hereof, by this reference.

This description was prepared by me or under my direction in
Conformance with the requirements of the Land Surveyors Act



Paul A. Perea, L.S. 6199
License Expires 03/31/14

09/18/13

Date



EXHIBIT "A"
LEGAL DESCRIPTION

APN 156332025

That portion of Section 5, Township 2 South, Range 6 West, San Bernardino Meridian, County of Riverside, State of California, more particularly described as follows:

Parcel 2, as shown on Parcel Map 34049 on file in Book 229 of Parcel Maps at Pages 88 thru 89, inclusive, Records of Riverside County, California.

The above described Parcel contains 4.50 acres, more or less.

See "Exhibit B" attached hereto and made a part hereof, by this reference.

This description was prepared by me or under my direction in
Conformance with the requirements of the Land Surveyors Act



Paul A. Perea, L.S. 6199
License Expires 03/31/14

09/18/13
Date





SCALE 1"=800'



2014-0223904
06/18/2014 01:23P
49 of 100



EXHIBIT "B"

KCT CONSULTANTS, INC.
 Civil Engineers - Surveyors - Planners
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 e-mail: kctinc@kctconsultants.com

CITY OF JURUPA VALLEY
MASTER SITE PLAN
APN 156140043-0

CLIENT: SPACE CENTER

W.O.: 1009

1 OF 2 SHEETS

EXHIBIT "A"
LEGAL DESCRIPTION

APN 1561400042

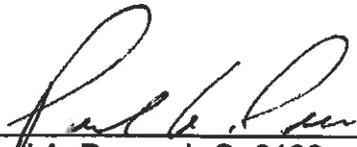
That portion of Section 5, Township 2 South, Range 6 West, San Bernardino Meridian, County of Riverside, State of California, more particularly described as follows:

Parcel 1, as shown on Parcel Map 29394 on file in Book 196 of Parcel Maps at Pages 56 thru 60, inclusive, Records of Riverside County, California.

The above described Parcel contains 24.42 acres, more or less.

See "Exhibit B" attached hereto and made a part hereof, by this reference.

This description was prepared by me or under my direction in
Conformance with the requirements of the Land Surveyors Act



Paul A. Perea, L.S. 6199
License Expires 03/31/14

09/10/13

Date





SCALE 1"=800'



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06/18/2014 01:23P
51 of 109

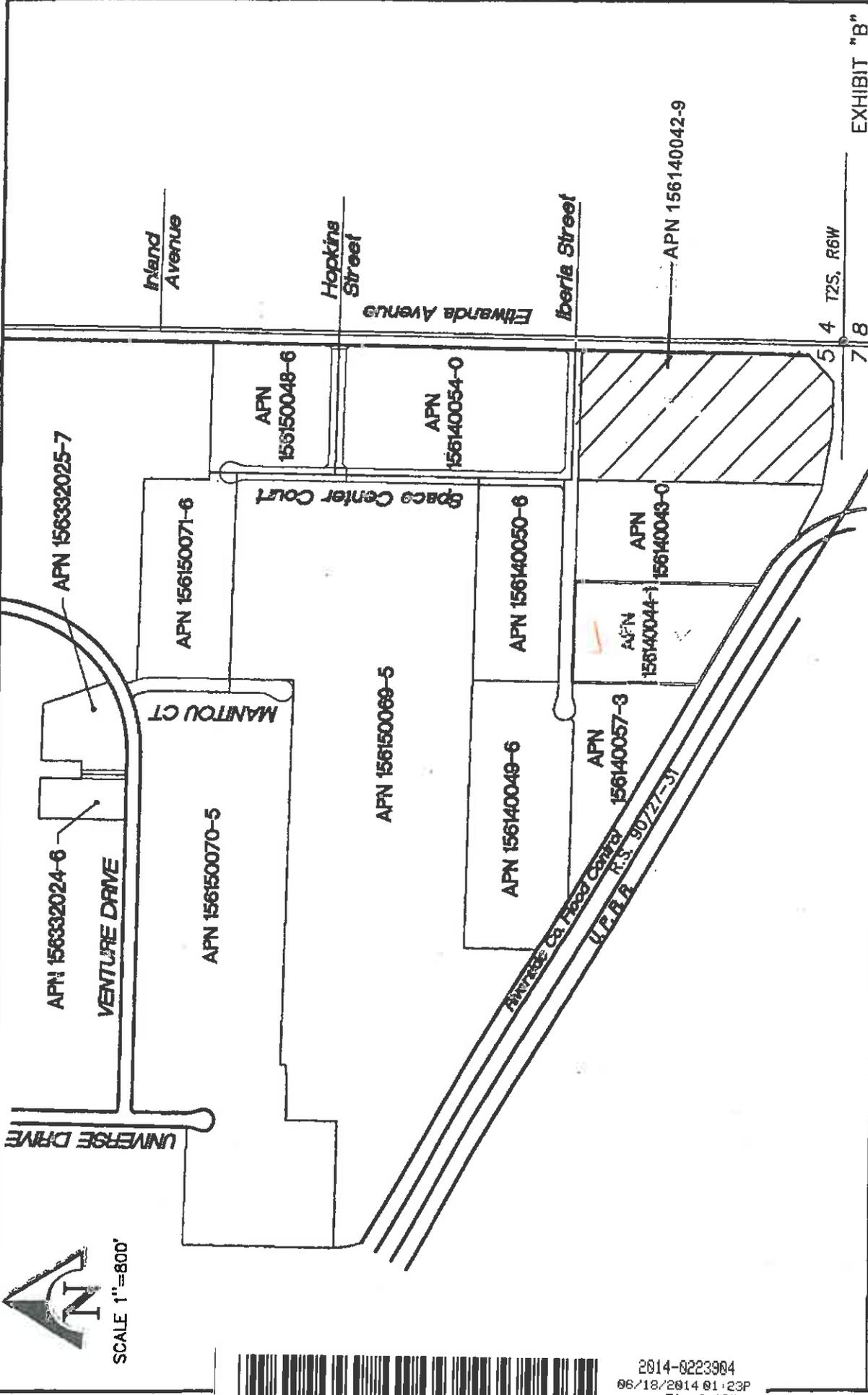


EXHIBIT "B"

1 OF 2 SHEETS

CITY OF JURUPA VALLEY
MASTER SITE PLAN
APN 156140044-1

CLIENT: SPACE CENTER

W.O.: 1009

KCT CONSULTANTS, INC.

Civil Engineers - Surveyors - Planners

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 4344 Latham St., Suite 200, Riverside, CA 92501
 Phone: 951-341-8940 Fax: 951-341-8945
 e-mail: kctinc@kctconsultants.com

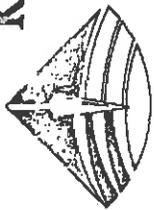


EXHIBIT "A"
LEGAL DESCRIPTION

APN 1561400043

That portion of Section 5, Township 2 South, Range 6 West, San Bernardino Meridian, County of Riverside, State of California, more particularly described as follows:

Parcel 2, as shown on Parcel Map 29394 on file in Book 196 of Parcel Maps at Pages 56 thru 60, inclusive, Records of Riverside County, California.

The above described Parcel contains 16.72 acres, more or less.

See "Exhibit B" attached hereto and made a part hereof, by this reference.

This description was prepared by me or under my direction in
Conformance with the requirements of the Land Surveyors Act



Paul A. Perea, L.S. 6199
License Expires 03/31/14

03/18/13

Date





SCALE 1"=800'



2014-0223904
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53 of 100

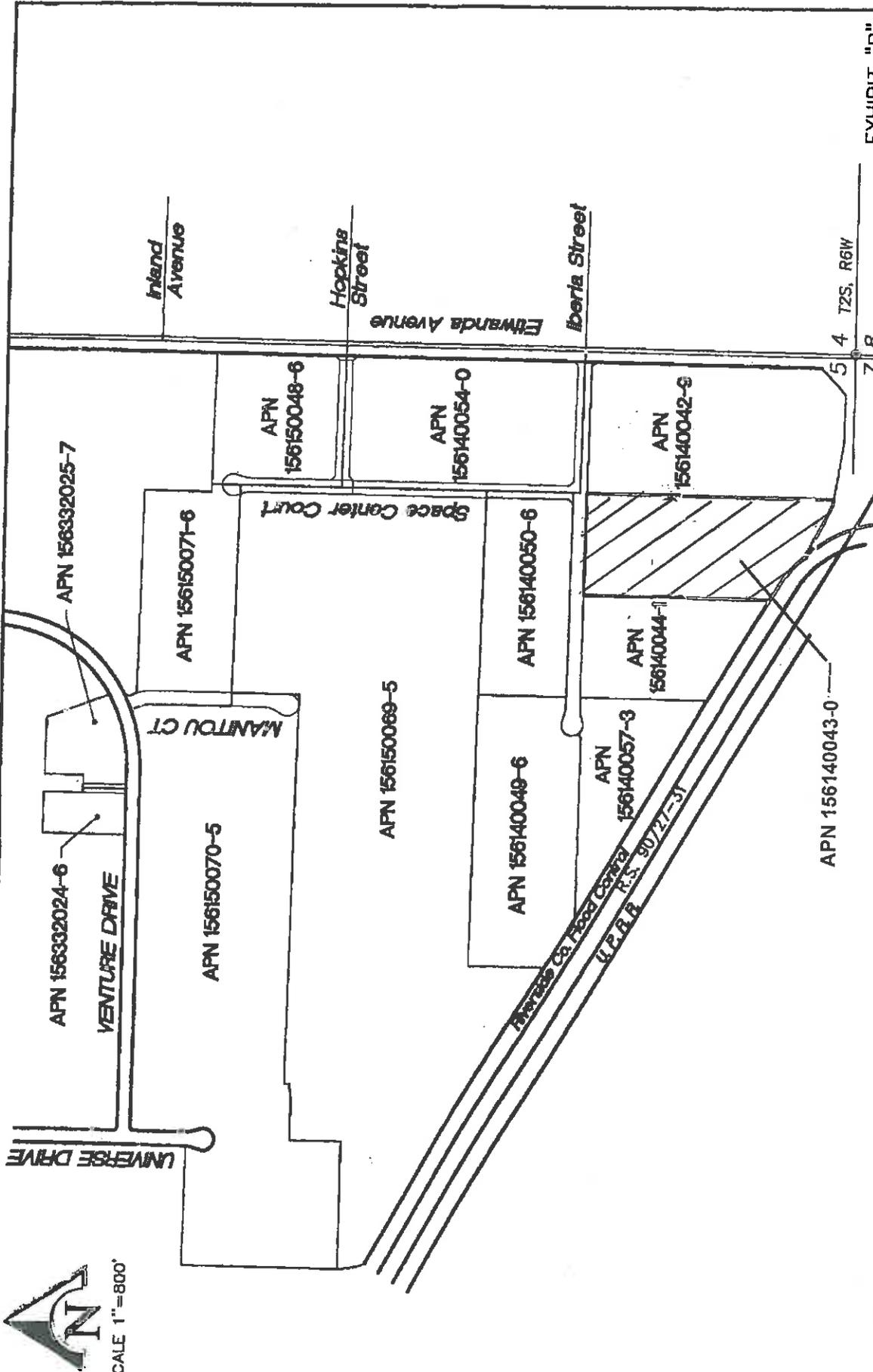


EXHIBIT "B"

KCT CONSULTANTS, INC.
 Civil Engineers - Surveyors - Planners
 P.O. Box 5705 Riverside, CA 92517-5705
 4344 Latham St., Suite 200, Riverside, CA 92501
 Phone: 951-341-8940 Fax: 951-341-8945
 e-mail: kctinfo@kctconsultants.com

CITY OF JURUPA VALLEY
MASTER SITE PLAN
APN 156140043-0

CLIENT: SPACE CENTER

W.O.: 1009

1
 OF
 2 SHEETS

**EXHIBIT "A"
LEGAL DESCRIPTION**

APN 1561400044

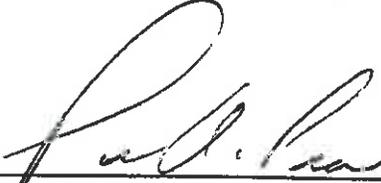
That portion of Section 5, Township 2 South, Range 6 West, San Bernardino Meridian, County of Riverside, State of California, more particularly described as follows:

Parcel 3, as shown on Parcel Map 29394 on file in Book 196 of Parcel Maps at Pages 56 thru 60, inclusive, Records of Riverside County, California.

The above described Parcel contains 12.00 acres, more or less.

See "Exhibit B" attached hereto and made a part hereof, by this reference.

This description was prepared by me or under my direction in
Conformance with the requirements of the Land Surveyors Act



Paul A. Perea, L.S. 6199
License Expires 03/31/14

09/18/12

Date





SCALE 1"=800'

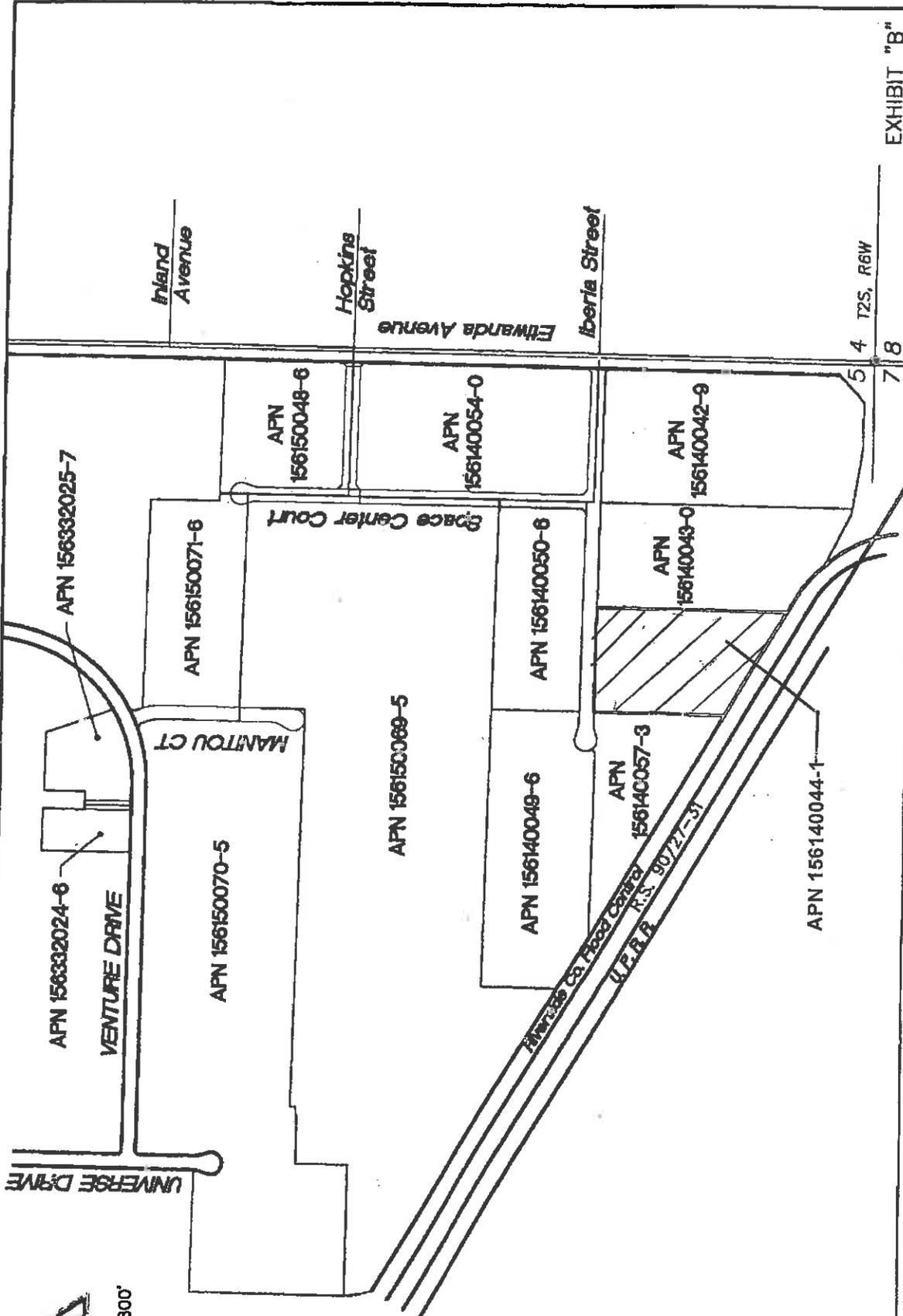
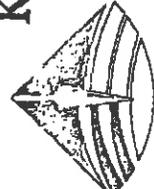


EXHIBIT "B" 1 OF 2 SHEETS

KCT CONSULTANTS, INC.

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 P.O. Box 5705 Riverside, CA 92517-5705
 4344 Latham St., Suite 200, Riverside, CA 92501
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CITY OF JURUPA VALLEY MASTER SITE PLAN APN 156140044-1

CLIENT: SPACE CENTER

W.O.: 1009



**EXHIBIT "A"
LEGAL DESCRIPTION**

APN 1551400057

That portion of Section 5, Township 2 South, Range 6 West, San Bernardino Meridian, County of Riverside, State of California, more particularly described as follows:

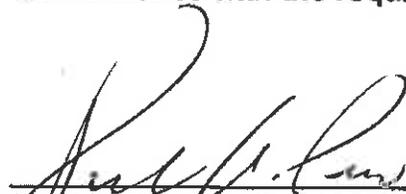
Parcel 4, as shown on Parcel Map 29394 on file in Book 196 of Parcel Maps at Pages 56 thru 60, inclusive, Records of Riverside County, California.

Excepting therefrom that certain parcel as described by Deed recorded January 16, 2007, as Instrument No. 2007-0031882, Official Records of Riverside County, California.

The above described Parcel contains 10.10 acres, more or less.

See "Exhibit B" attached hereto and made a part hereof, by this reference.

This description was prepared by me or under my direction in Conformance with the requirements of the Land Surveyors Act



Paul A. Perea, L.S. 6199
License Expires 03/31/14

09/18/13
Date



EXHIBIT B

SITE MAP



11385 Venture Drive, Unit A
 2.68 ACRES
 APN 156332024-6
 50,900 S.F.

11385 Venture Drive, Unit B
 4.5 ACRES
 APN 156332025-7
 69,800 S.F.

3177 Space Center Court
 14.5 ACRES
 APN 156150071-6
 309,000 S.F.

11010 Hopkins Street
 12.25 ACRES
 APN 156150048-6
 217,495 S.F.

11015 Hopkins Street
 21.42 ACRES
 APN 156140054-0
 459,030 S.F.

11650 Venture Drive
 62.81 ACRES
 APN 156150070-5
 1,126,530 S.F.

BUILDING 931
 175,500 S.F.

BUILDING 831
 175,500 S.F.

BUILDING 731
 175,500 S.F.

BUILDING 921
 175,500 S.F.

BUILDING 821
 175,500 S.F.

BUILDING 721
 175,500 S.F.

BUILDING 1011
 172,800 S.F.

BUILDING 911
 175,500 S.F.

BUILDING 811
 175,500 S.F.

BUILDING 711
 175,500 S.F.

11600 Iberia Street
 20.16 ACRES
 APN 156140049-6
 408,806 S.F.

11201 Iberia Street
 11.88 ACRES
 APN 156140050-6
 228,860 S.F.

11555 Iberia Street
 10.10 ACRES
 APN 156140057-3
 130,000 S.F.

3401 Etiwanda Avenue
 1,752,300 S.F. in
 10 Buildings on
 105.43 ACRES
 APN 156150069-5

Parcel 3
 12.00 ACRES
 APN 156140044-1

Parcel 2
 16.72 ACRES
 APN 156140043-0

Parcel 1
 24.42 ACRES
 APN 156140042-9



Master Site Plan

Jurupa Valley, CA



EXHIBIT C
LIST OF PERMITTED USES

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2014-0223904
06/18/2014 01:23P
60 of 100

ARTICLE XIIA

M-M ZONE (MANUFACTURING - MEDIUM)

Exhibit "C"

SECTION 11.25. INTENT. It is the intent of the Board of Supervisors in amending this article to:

- (1) promote and attract industrial and manufacturing activities which will provide jobs to local residents and strengthen the County's economic base;
- (2) provide the necessary improvements to support industrial growth;
- (3) insure the new industry is compatible with uses on adjacent lands, and
- (4) protect industrial areas from encroachment by incompatible uses that may jeopardize industry.

SECTION 11.26. USES PERMITTED.

- a. Agricultural uses of the soils for crops including the grazing of not more than two mature farm animals per acre and their immature offspring.
- b. The following uses are permitted provided a plot plan is approved pursuant to the provisions of Section 18.30 of this ordinance.
 - (1) The following Industrial and manufacturing areas:

a) Food Products:

1. Meat and poultry products, including meat packing but not including slaughtering.
2. Dairy products, not including dairies.
3. Canning and preserving fruits and vegetables.
4. Grain and bakery products.

5. Sugar and confectionery products.

6. Beverages.

7. Ice.

8. Wineries, distilleries and breweries.

b) Textile Products:

1. Cotton, wool, and synthetic weaving and finishing mills.
2. Wearing apparel and accessory products.
3. Knitting mills.



4. Floor covering mills.
 5. Yarn and thread mills.
- c) Lumber and Wood Products:
1. Saw and planing mills.
 2. Manufacture of containers and crates.
 3. Fabricated wood buildings and structures.
 4. Lumber yards.
 5. Manufacture of furniture and fixtures including cabinets, partitions and similar items.
 6. Fabrication of manufactured housing and mobilehomes.
 7. Paper shredding.
- d) Paper Products:
1. Paper and paperboard mills.
 2. Manufacture of containers and boxes.
 3. Paper shredding.
 4. (Deleted)
 5. Printing and publishing of newspapers, periodicals, books, forms, cards, and similar items.
 6. Binding of books and other publications.
- e) Chemicals and related products:
1. Manufacture of organic and inorganic compounds, not including those of a hazardous nature.
 2. Manufacture of drugs and pharmaceuticals.
 3. Soaps, cleaners, and toiletries.
 4. Manufacture of agricultural chemicals, not including pesticides and fertilizers.
- f) Rubber, Plastic and Synthetic Products:

1. Manufacture of tires and tubes.
2. Fabrication of rubber, plastic, and synthetic products.

g) Leather Products:

1. Tanning and finishing of leather.
2. Manufacture of handbags, luggage, footwear, and other personal leather goods.

h) Stone, Clay, Glass, and Concrete Products:

1. Stone cutting and related activities.
2. Pottery and similar items.
3. Glass blowing, pressing and cutting.
4. Glassware products.
5. Manufacture of concrete, gypsum, plaster and mineral products.

i) Metal Products, Fabricated:

1. Manufacture of cans and containers.
2. Cutlery, tableware, hand tools, and hardware.
3. Plumbing and heating items.
4. Wrought iron fabrication.
5. Manufacture and assembly of fencing.
6. Machine, welding, and blacksmith shops.
7. Metal stamps and forged metal products.
8. Fabrication of metal buildings.
9. Manufacture of ordnance and firearms, not including explosives.
10. Jewelry.

j) Machinery:



1. Engines, turbines, and parts.
 2. Farm, garden, construction, and industrial machinery.
 3. Office and computing machines.
 4. Refrigeration and heating equipment.
 5. Equipment sales, rental, and storage.
- j) Electrical Equipment:
1. Electrical and electronic apparatus and components.
 2. Appliances.
 3. Lighting and wiring.
 4. Radio, television, and communications equipment.
 5. Musical and recording equipment.
- l) Transportation and Related Industries:
1. Vehicles, aircraft, and boats and parts manufacture.
 2. Railroad equipment.
 3. Motorcycles, bicycles, and parts manufacture.
 4. Travel trailers and recreational vehicles manufacture.
 5. Drying, freighting, and trucking operations.
 6. Railroad yards and stations.
 7. Vehicle storage and impoundment.
 8. Trailer and boat storage.
- m) Engineering and Scientific Instruments:
1. Measuring device, watches, clocks, and related items.
 2. Optical goods.



3. Medical instruments, supplies, and equipment and photography equipment.

n) Industrial Uses:

1. Laboratories and research centers.
2. Cotton ginning.
3. Public utility substations and storage yards.
4. Heliports.
5. ~~Building-movers-storage-yard-~~
6. ~~Animal-training-~~
7. Mini warehouses.
8. Warehousing and distribution.
9. Communications and microwave installations.
10. Cold storage plant.
11. (Deleted)
12. (Deleted)
13. Breweries, distilleries, and wineries.
14. ~~Natural-gas,-above-ground-storage-~~
15. Contractor storage yards.

o) Deleted.

Amended Effective:
10-21-99 (Ord. 348,3888)

(2) The following service and commercial uses:

- a) Banks and financial institutions.
- b) Blueprint and duplicating services.
- c) Gasoline and diesel service stations, not including the concurrent sale of beer and wine for off-premises consumption.



- d) Laboratories, film, medical, research, or testing.
- e) Office equipment sales and service.
- f) Offices, professional sales and service, including business, law, medical, dental, chiropractic, architectural, and engineering.
- g) Parking lots and parking structures.
- h) Restaurants and other eating establishments.
- i) Vehicle and motorcycle repair shops.
- ~~j) Barber and beauty shops.~~
- k) Body and fender shops, and spray painting.
- l) Building materials sales yard.
- m) Day care centers.
- n) Health and exercise centers.
- o) Hardware and home improvement centers.
- p) Mobilehomes, provided they are kept mobile and licensed pursuant to State law, when used for: sales offices on mobilehome sales lots; construction offices and caretaker's quarters on construction sites for the duration of a valid building permit; agricultural worker employment offices for a maximum of 90 days in any calendar year; caretaker's quarters and office, in lieu of any other one-family dwelling, located on the same parcel as a permitted industrial use.
- ~~q) One-family dwellings on the same parcel as the industrial or commercial use provided such dwellings are occupied exclusively by the proprietor or caretaker of the use and their immediate family.~~
- r) Nurseries and garden supply.
- s) Care and truck washes.
- t) Truck and trailer sales and rental.
- ~~u) Feed and grain sales.~~
- v) Signs, on-site advertising.
- ~~w) Mobilehome sales lots.~~
- x) Recycling collection facilities.
- ~~y) Churches, temples and other places of religious worship.~~



c. The following uses are permitted provided a conditional use permit has been granted pursuant to Section 18.28 of this ordinance:

- ~~(1) Auto-wrecking and junk yards.~~
- (2) Abattoirs.
- (3) Cemeteries, crematories and mausoleums.
- (4) Paper storage and recycling, not within a building.
- ~~(5) Cotton ginning.~~
- (6) Acid and abrasives manufacturing.
- (7) Fertilizer production, and processing organic or inorganic.
- ~~(8) Petroleum and bulk fuel storage above ground pursuant to County Ordinance No. 546.~~
- (9) Paints and varnishes manufacturing and incidental storage.
- ~~(10) Concrete batch plants and asphalt plants.~~
- (11) Disposal service operations.
- ~~(12) Drive-in theaters.~~
- ~~(13) Airports.~~
- ~~(14) Dump sites.~~
- (15) Recycling of wood, metal, and construction wastes.
- ~~(16) Sand blasting.~~
- (17) Gas, steam, and oil drilling operations.
- ~~(18) Sewerage treatment plants.~~
- ~~(19) Swap meets.~~
- ~~(20) Smelting metal and foundries.~~
- (21) Recycling processing facilities.



d. Any mining operation that is subject to the California Surface Mining and Reclamation Act of 1975 provided a valid surface mining permit has been granted pursuant to County Ordinance No. 555.

~~e. Kennels and catteries are permitted provided they are approved pursuant to the provisions of Section 19.45 of this ordinance.~~

~~f. Sex-oriented businesses, subject to the provisions of County Ordinance No. 743. The uses listed in Subsections a, b, and c, do not include sex-oriented businesses.~~

Amended Effective:

03-01-94 (Ord. 348,3584)

9. Any use that is not specifically listed in Subsections b, and c, may be considered a permitted or conditionally permitted use provided that the Planning Director finds that the proposed use is substantially the same in character and intensity as those listed in the designated subsections. Such a use is subject to the permit process which governs the category in which it falls.

Amended Effective:

07-16-85 (Ord. 348,2496)

04-04-87 (Ord. 348,2669)

06-30-88 (Ord. 348,2856)

05-04-89 (Ord. 348,3023)

06-20-89 (Ord. 348,3043)

07-11-89 (Ord. 348,3047)

03-01-94 (Ord. 348,3584)



EXHIBIT D
LIST OF DEVELOPMENT 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 Geronio 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)
1	Jurupa					
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
	Total	\$4,613	\$3,842	\$24,517	\$12,552	\$6,600

Area Plan		Single Family Residential (\$ per dwelling unit)	Multi-Family Residential (\$ per dwelling unit)	Commercial (\$ per acre)	Industrial (\$ per acre)	Surface Mining (\$ per acre)
2	Coachella – Western					
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
Total		\$6,481	\$5,211	\$33,026	\$16,475	\$8,347

Area Plan		Single Family Residential (\$ per dwelling unit)	Multi-Family Residential (\$ per dwelling unit)	Commercial (\$ per acre)	Industrial (\$ per acre)	Surface Mining (\$ per acre)
3	Highgrove / Northside / University City					
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
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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)
6	Temescal Canyon					
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)
7	Woodcrest / Lake Matthews					
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
	Total	\$5,142	\$4,262	\$26,316	\$13,492	\$7,427

Area Plan		Single Family Residential (\$ per dwelling unit)	Multi-Family Residential (\$ per dwelling unit)	Commercial (\$ per acre)	Industrial (\$ per acre)	Surface Mining (\$ per acre)
8	March Air Force Base					
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	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	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)
11	REMAP					
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)
12	Lakeview / Nuevo					
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
Total		\$3,847	\$3,236	\$21,665	\$11,062	\$5,289

Area Plan		Single Family Residential (\$ per dwelling unit)	Multi-Family Residential (\$ per dwelling unit)	Commercial (\$ per acre)	Industrial (\$ per acre)	Surface Mining (\$ per acre)
13	Mead Valley / Good Hope					
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)
14	Palo Verde Valley					
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)
15	Greater Elsinore					
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
Total		\$4,221	\$3,536	\$22,810	\$11,661	\$5,816

Area Plan		Single Family Residential (\$ per dwelling unit)	Multi-Family Residential (\$ per dwelling unit)	Commercial (\$ per acre)	Industrial (\$ per acre)	Surface Mining (\$ per acre)
16	Highway 74 / 79					
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)
17	Sun City / Menifee Valley					
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
	Total	\$5,185	\$4,293	\$26,645	\$13,664	\$7,578

Area Plan		Single Family Residential (\$ per dwelling unit)	Multi-Family Residential (\$ per dwelling unit)	Commercial (\$ per acre)	Industrial (\$ per acre)	Surface Mining (\$ per acre)
18	Coachella - Eastern					
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		Single Family Residential (\$ per dwelling unit)	Multi-Family Residential (\$ per dwelling unit)	Commercial (\$ per acre)	Industrial (\$ per acre)	Surface Mining (\$ per acre)
19	Southwest Area Plan (SWAP)					
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		Single Family Residential (\$ per dwelling unit)	Multi-Family Residential (\$ per dwelling unit)	Commercial (\$ per acre)	Industrial (\$ per acre)	Surface Mining (\$ per acre)
20	San Geronio Pass					
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. SUPERSESSSION 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: 08/20/209)
- 659.9 Item 3.64 of 08/10/10 (Eff: 09/09/10)



**City of Jurupa Valley
Fee Schedule**

Development Impact Fee Schedule (Effective 2010)

Area Plan 1- Jurupa (See Map)

	SFR per unit	MFR per unit	Com per sqm	Ind per acre	Surface Mining per acre
Public Facilities	\$1,207	\$1,011	\$5,163	\$2,112	\$211
Fire Facilities	\$705	\$590	\$4,879	\$2,035	\$203
Transportation- Roads, Bridges	\$1,001	\$791	\$3,726	\$1,946	\$1,713
Transportation- Signals	\$420	\$378	\$6,971	\$4,878	\$4,293
Conservation/Land Bank	\$0	\$0	\$0	\$0	\$0
Regional Parks	\$563	\$472	\$2,259	\$942	\$94
Community Centers/Parks	\$0	\$0	\$0	\$0	\$0
Regional Trails	\$316	\$264	\$1,266	\$528	\$53
Flood Control	\$0	\$0	\$0	\$0	\$0
Library Books	\$341	\$286	\$0	\$0	\$0
Fee Program Administration	\$60	\$50	\$253	\$111	\$33

Area Plan 5- Eastvale (See Map)

	SFR per unit	MFR per unit	Com per acre	Ind per acre	Surface Mining per acre
Public Facilities	\$1,207	\$1,011	\$5,163	\$2,112	\$211
Fire Facilities	\$705	\$590	\$4,879	\$2,035	\$203
Transportation- Roads, Bridges	\$223	\$176	\$830	\$433	\$381
Transportation- Signals	\$420	\$378	\$6,971	\$4,878	\$4,293
Conservation/Land Bank	\$0	\$0	\$0	\$0	\$0
Regional Parks	\$563	\$472	\$2,259	\$942	\$94
Community Centers/Parks	\$230	\$192	\$0	\$0	\$0
Regional Trails	\$316	\$264	\$1,266	\$528	\$53
Flood Control	\$0	\$0	\$0	\$0	\$0
Library Books	\$341	\$286	\$0	\$0	\$0
Fee Program Administration	\$52	\$44	\$211	\$89	\$14

Note- For Senior Single Family- fees are reduced by 33%

TUMF Fee Schedule (Effective 2009)

\$8,873 per single family residential unit
 \$6,231 per multi-family residential unit
 \$1.73 per square foot of an industrial project
 \$10.49 per square foot of a retail commercial project
 \$4.19 per square foot of a service commercial project
 \$2.19 per square foot of a service Class A and B Office

WRIC MSHCP Fee Schedule (Effective FY 11/12)

\$1,938 per residential unit- density less than 8.0 dwelling units per acre
 \$1,241 per residential unit- density between 8.0 and 14.0 dwelling units per acre
 \$1,008 per residential unit- density greater than 14.0 dwelling units per acre
 \$6,597 Commercial- per acre
 \$6,597 Industrial- per acre

With Loma Ruid (Effective 2005) (See Map)

TYPE	ZONE A	ZONE B	ZONE D	ZONE E	
Residential	\$1,667	\$884	\$2,681	\$1,644	All fees per residential unit
Multi-Family*	\$417	\$612	\$1,857	\$1,139	All fees per residential unit
Commercial**	**\$5,000	\$2,652	\$9,117	\$5,591	All fees per acre
Industrial/Manufacturing	**\$5,000	\$2,652	\$9,117	\$5,591	All fees per acre

Notes:

(*) Multi-Family is defined as 12 or more du/ac that meet the definition of Ord. 348, Sect. 21.30.
 (**) Zone "A" based on gross acres. All other zones based on net acres.
 (***) Acreage subject to credit must be determined by Transportation for each non-residential Building Permit



EXHIBIT E

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. 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

3. 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

4. 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

5. 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



6. 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

7. 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 SUPERSEDE CERTAIN PROVISIONS OF RIVERSIDE COUNTY ZONING ORDINANCE NO. 348

8. 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

9. 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

10. ORDINANCE NO. 2013-03:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, ADDING SECTION 9.10.070, PRIVATE LANDOWNER 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

11. 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

12. 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"

13. The "Mira Loma Warehouse Policy Area" adopted as part of the County of Riverside General Plan and adopted as the City's Interim General Plan



EXHIBIT F

LIST OF LEGAL ENTITIES DEFINED AS “DEVELOPER”

Space Center Mira Loma, Inc.

Space Center Mira Loma II, Inc.

Space Center Mira Loma III, Inc.

Abluo, LLC

Cella, LLC

Ergo, LLC

Rota, LLC



SPACE CENTER MIRA LOMA PROJECT OWNERSHIP SCHEDULE

SPACE CENTER ENTITY	PARCEL #	PARCEL DESCRIPTION
Space Center Mira Loma, Inc.	156150069-5	3401 Etiwanda Avenue, Jurupa Valley, 1,752,300 SF in 10 Bldgs. on 105.43 Acres
Space Center Mira Loma, Inc.	156140057-3	11555 Iberia Street, Jurupa Valley - 130,000 SF Bldg. on 10.10 Acres
Ergo, LLC	156140050-6	11201 Iberia Street, Jurupa Valley - 228,860 SF Bldg. on 11.88 Acres
Abluo, LLC	156140054-0	11015 Hopkins Street, Jurupa Valley - 459,030 SF Bldg. on 21.42 Acres
Space Center Mira Loma II, Inc.	156150048-6	11010 Hopkins Street, Jurupa Valley 217,495 SF Bldg. on 12.25 Acres
Rota, LLC	156140049-6	11600 Iberia Street, Jurupa Valley - 408,806 SF Bldg. on 20.16 Acres
Cella, LLC	156150070-5	11650 Venture Drive, Jurupa Valley - 1,126,530 SF Bldg. on 62.81 Acres
Space Center Mira Loma III, Inc.	156150071-6	3177 Space Center Court, Jurupa Valley, 309,000 SF Bldg. on 14.5 Acres
Space Center Mira Loma, Inc.	156332024-6	11385 Venture Dr., Unit A, Jurupa Valley - 50,900 SF Bldg. on 2.68 Acres
Space Center Mira Loma, Inc.	156332025-7	11385 Venture Dr., Unit B, Jurupa Valley, 69,800 SF Bldg. on 4.5 Acres
Space Center Mira Loma, Inc.	156140042-9	Parcel 1 - 3401 Etiwanda Avenue, Jurupa Valley, 24.42 Acres - Unimproved Land
Space Center Mira Loma, Inc.	156140043-0	Parcel 2, 3401 Etiwanda Avenue, Jurupa Valley, 16.72 Acres - Unimproved Land
Space Center Mira Loma, Inc.	156140044-1	Parcel 3, 3401 Etiwanda Avenue, Jurupa Valley, 12 Acres - Unimproved Land



**LARRY W. WARD
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER**

Recorder
P.O. Box 751
Riverside, CA 92502-0751
(951) 486-7000

www.riversideacr.com

CERTIFICATION

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

(Print or type the page number(s) and wording below):

1. Riverside County Flood Control R.S. 90/27-31 U.P.R.R.
2. PROFESSIONAL LAND SURVEYOR – STATE OF CALIFORNIA
3. Riverside County Flood Control R.S. 90/27-31 U.P.R.R.
4. APN 15614-0043-0
5. Riverside County Flood Control R.S. 90/27-31 U.P.R.R.
6. APN 156140044-1
7. APN 156140042-9

Date:

6/18/14

Signature:

Victoria Waslo

Print Name:

Victoria Waslo

**FIRST OPERATING MEMORANDUM TO THE SPACE CENTER
DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF JURUPA
VALLEY AND SPACE CENTER MIRA LOMA INC. AND AFFILIATED
ENTITIES**

THIS FIRST OPERATING MEMORANDUM to the recorded "Space Center Development Agreement by and between the City of Jurupa Valley and Space Center Mira Loma, Inc., and Affiliated Entities" ("Memorandum") is made and entered into as of July 6, 2017 by and between City of Jurupa Valley, a municipal corporation ("City"), Space Center Mira Loma, Inc., a California Corporation, and its Affiliates (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 17, 2013, the City Council of the City of Jurupa Valley introduced Ordinance No. 2013-08 and on November 7, 2013 the City Council held the second reading and adopted Ordinance No. 2013-08 approving that certain development agreement entitled "Space Center Development Agreement by and between the City of Jurupa Valley and Space Center Mira Loma, Inc., and Affiliated Entities" dated as of November 7, 2013 ("Development Agreement").

B. The "Affiliates" are defined in Exhibit F to the Development Agreement, List of Legal Entities Defined as Developer, and incorporated herein as though set forth in full.

C. The property that is the subject of the Development Agreement and this Memorandum is approximately 318.87 acres located within the City of Jurupa Valley, the County of Riverside, State of California, as described in Exhibit "A" to the Development Agreement ("Property").

D. The Development Agreement was recorded on June 18, 2014 as Document No. 2014-0223904 in the Official Records of the County of Riverside.

E. Section 2.6. of the Development Agreement authorizes the parties to the Development Agreement 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.

F. 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 2.2. of the Development Agreement, the parties confirm that the Effective Date of the Development Agreement is December 7, 2013.

3. **NEW ADDRESS FOR CITY.** Pursuant to Section 11.1 of the Agreement, the City's new address is:

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

4. **GENERAL PROVISIONS**

A. Pursuant to Section 2.6. 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. The parties hereto 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.

C. 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.

D. 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.

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

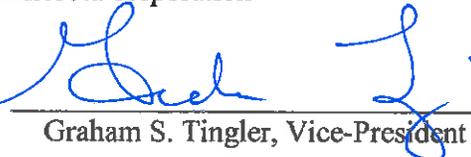
“CITY”

CITY OF JURUPA VALLEY, a California municipal corporation


Gary Thompson, City Manager

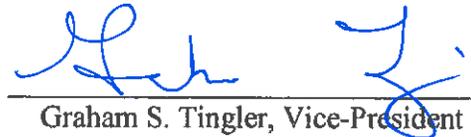
“DEVELOPER”

SPACE CENTER MIRA LOMA, INC., a Minnesota corporation

By: 
Graham S. Tingler, Vice-President

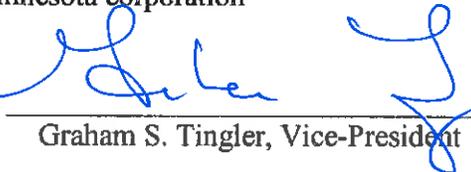
“Space Center”

SPACE CENTER MIRA LOMA II, INC., a Minnesota corporation

By: 
Graham S. Tingler, Vice-President

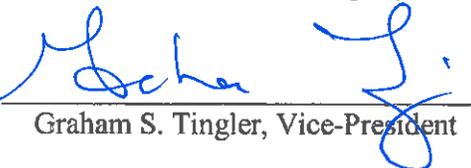
“Space Center II”

SPACE CENTER MIRA LOMA III, INC., a Minnesota corporation

By: 
Graham S. Tingler, Vice-President

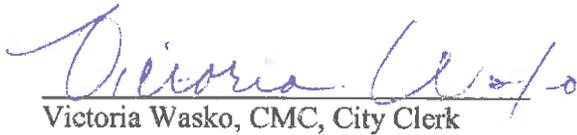
“Space Center III”

ABLULO, LLC, a Minnesota limited liability company

By: 
Graham S. Tingler, Vice-President

“Ablulo”

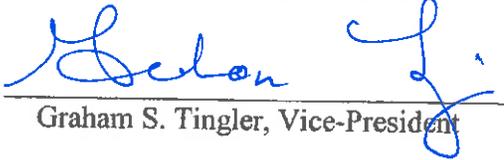
ATTEST:


Victoria Wasko, CMC, City Clerk

APPROVED AS TO FORM:
RICHARDS, WATSON & GERSHON

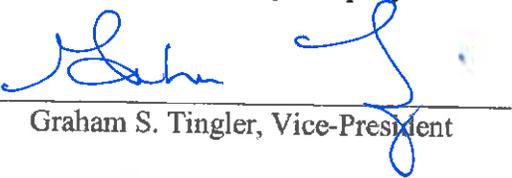

Peter M. Thorson, City Attorney

CELLA, LLC,
a Minnesota limited liability company

By: 
Graham S. Tingler, Vice-President

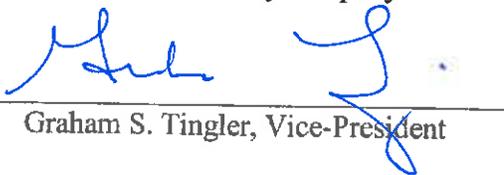
“Cella”

ERGO, LLC,
a Minnesota limited liability company

By: 
Graham S. Tingler, Vice-President

“Ergo”

ROTA, LLC,
a Minnesota limited liability company

By: 
Graham S. Tingler, Vice-President

“Rota”